



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, June 26, 2018 at 4:00 p.m.

1. CALL TO ORDER

2. ADOPTION OF AGENDA

Resolution:

“THAT the June 26, 2018 Village of Chase Regular Council meeting agenda be adopted as presented.”

3. ADOPTION OF MINUTES

3.1 Regular Meeting held June 12, 2018

Pages 1-6

Resolution:

“THAT the minutes of the June 12, 2018 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

None

7. REPORTS

a) Mayor and Council Reports

8. UNFINISHED BUSINESS

8.1 Trans Canada Highway Improvement Project – Active Transportation

Pages 7-8

Memorandum from the Corporate Officer

Recommendation:

“THAT the Village of Chase write a letter to the Ministry of Transportation and Infrastructure to request that said Ministry incorporate an active transportation corridor between Neskonlith and the Village of Chase as part of their highways ‘Chase Creek Road to Chase West’ highways upgrading project.”

8.2 Chase Lions Splash Pad

Page 9

Memorandum from the CAO

Recommendation:

“THAT the Village of Chase assume ownership and responsibility for the Lions Splash Pad in Memorial Park effective immediately.”

8.3 Shuswap Local and Secwepemc Governments Communications Protocol – Signing Ceremony

A reminder to Council of the signing ceremony scheduled for Friday, July 13, 2018 beginning at 11:30 a.m. at the Adams Lake Indian Band Recreation and Conference Centre, 6349 Chief Jules Drive, Chase, BC.

Please inform Administration by June 30, 2018 if you plan to attend.

8.4 Licence of Occupation – Chase Creek Crossing for Waterline Pages 10-28

At its May 9, 2017 meeting, Council passed a resolution to authorize the application for crown land tenure on Chase Creek between parcel 3, EPP37280 and parcel 4, EPP37280 for purposes of installing and maintaining municipal utilities. This is in relation to the development of lands by Chase Dev Co.

The License of Occupation documentation has been received and requires a Council resolution for authorization.

Recommendation:

“THAT the Village of Chase enter into a licence agreement with the Province of BC that permits water and sewer utility improvements to cross over and through Chase Creek; and,

THAT Administration is authorized to carry out the transactions contemplated by those Agreements; and,

THAT the Mayor and Corporate Officer are authorized to execute and deliver the Agreement on behalf of the Village of Chase.”

9. **NEW BUSINESS**

9.1 Business License Application – Pawn Shop
Memorandum from the Corporate Officer

Pages 29-36

Council’s direction is requested.

9.2 Land Use Designation of Former Dedicated Highway Lands
Report from the Corporate Officer

Pages 37-41

Recommendations:

“THAT Council consider consultation with persons, organizations and authorities as per section 475 of the Local Government Act as unaffected; and,

THAT the Village of Chase OCP Amendment Bylaw 856-2018 be read a first time.”

“THAT the Village of Chase OCP Amendment Bylaw 856-2018 be read a second time.”

“THAT the Village of Chase OCP Amendment Bylaw 856-2018 be submitted to a Public Hearing.”

9.3 Land Use Designation of Former CP Rail Lands Pages 42-46

Report from the Corporate Officer

Recommendations:

“THAT Council consider consultation with persons, organizations and authorities as per section 475 of the Local Government Act as unaffected; and,

THAT the Village of Chase OCP Amendment Bylaw 858-2018 be read a first time.”

“THAT the Village of Chase OCP Amendment Bylaw 858-2018 be read a second time.”

“THAT the Village of Chase OCP Amendment Bylaw 858-2018 be submitted to a Public Hearing.”

9.4 Council Procedures Amendment Bylaw 849-2018 Pages 47-52

Memorandum from the Corporate Officer

Recommendations:

“THAT the Council Procedures Amendment Bylaw 849-2018 be read a first time”

“THAT the Council Procedures Amendment Bylaw 849-2018 be read a second time.”

“THAT the Council Procedures Amendment Bylaw 849-2018 be read a third time.”

9.5 Liability Insurance for Festival Society for Canada Day and Music on the Lake Events-Service Provider Agreement Pages 53-54

The Chase and District Festival Society is providing for Canada Day and Music on the Lake events in Memorial Park on behalf of the Village of Chase. Because the Festival Society is directing and controlling all aspects of the events, their volunteers are not covered under the Village's general liability insurance.

The Municipal Insurance Association does have an *associate member program*, which provides at a low cost, liability insurance for organizations that are providing a service on behalf of the member municipality. A Council resolution is required, and the cost to the service provider is only \$250 per calendar year.

Council is being asked to pass the following resolution to allow the Festival Society to be covered under MIA's Associate Member Program for volunteer liability for the Canada Day and Music on the Lake Events.

Resolution:

“THAT Council approves the Service Provider Agreement between the Village of Chase and the Chase and District Festival Society for the provision of the Canada Day and Music on the Lake events at a cost to the Festival Society of \$250 per year.”

- 9.6 Short Term Mobile Food Vendors – Licensing and Fee Requirements Pages 55-57
Report form the Corporate Officer
- 9.7 Letter from Mayor Jonathan X. Côté of the City of New Westminster regarding Changes to the Strata Property Act Pages 58-74
Changes to the Strata Property Act have raised concerns amongst various groups in BC including municipalities, existing strata councils and others.
- 9.8 Letter, Hansard from Todd Stone, MLA Kamloops-South Thompson regarding Mayor Berrigan and CAO Heinrich’s introduction in the Legislative Assembly of BC on Monday May 8, 2018 Pages 75-76
- 9.9 Letter from Alan and Dorothy Pineo of 942 Hysop Road regarding the accumulation of sand and dirt from snow piles Page 77
- 9.10 Raise – A – Reader – Request for Volunteers and Donation Page 78
In each year 2017, 2016 and 2015, Council donated \$500 to the Raise-A-Reader Campaign organized by Chase Literacy

10. OPPORTUNITY FOR PUBLIC TO SPEAK ON MUNICIPAL MATTERS

11. RELEASE OF IN CAMERA ITEMS

None

12. IN CAMERA

None

13. ADJOURNMENT

Resolution:

“THAT the June 26, 2018 Village of Chase Regular Council meeting be adjourned.”



Minutes of the Regular Meeting of Council of the Village of Chase
held in the Council Chamber at the Village Office at 826 Okanagan Avenue
on Tuesday, June 12, 2018 at 4:00 p.m.

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

Also in Attendance: Joni Heinrich, Chief Administrative Officer
Sean O'Flaherty, Corporate Officer
Joanne Molnar, Chief Financial Officer
Tim Perepolkin, Manager of Public Works

Public Gallery: 16

1. CALL TO ORDER

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

2. ADOPTION OF THE AGENDA

Moved by Councillor Maki

Seconded by Councillor Egely

"THAT the June 12, 2018 Village of Chase Regular Council agenda be adopted as presented."

CARRIED

#2018/06/12_001

3. ADOPTION OF MINUTES

3.1 Regular Meeting of Council held May 22, 2018

Moved by Councillor Scott

Seconded by Councillor Egely

"THAT the minutes of the May 22, 2018 Regular Meeting of Council be adopted as presented."

CARRIED

#2018/06/12_002

4. PUBLIC HEARING

None

5. PUBLIC INPUT ON CURRENT AGENDA ITEMS

Terri Mindel-Stewart of the Youth Action Committee, stated that she would like to speak to Item 9.3 – Youth Worker, and she added that the Youth Action Committee supports Item 9.9, the YMCA-YWCA Mind Fit Program.

6. DELEGATIONS

6.1 Denise Harper, Trustee, School District #73

Ms. Harper announced she is not seeking re-election as a School Trustee. She has served as a School Trustee since 1999, taking a 6 year break for her family obligations, and has enjoyed representing the interests of school-aged children in Chase. She stresses the importance of having a successor to be from Chase to continue local advocacy. She believes that the role requires a mature, thoughtful person, not a 'one-issue' person, and she hopes that through this public forum that a

a replacement for her from Chase might come forward to sit as a Trustee for the upcoming term.

Mayor Berrigan thanked Ms. Harper for her many years of service and dedication to the education of children in our area.

6.2 Ezra Lipton, ALTA Planning & Design, Active Transportation Plan Update

Mr. Lipton shared with Council the efforts to date regarding the Active Transportation Plan. He explained that the project is now in phase 2, engagement, and many stakeholder meetings have recently occurred, with many more planned throughout the summer. Mr. Lipton shared the results of the Chase Active Transportation Survey which shows that existing pedestrian participation is high in Chase, and explained that Chase can help improve the experiences of those already walking, and attract new pedestrians by transforming Chase into an active transportation friendly community.

7. **REPORTS**

a) Mayor and Council Reports

Mayor Berrigan opened the reporting session by making a motion to commemorate the three bands by hosting their respective nation's flags in council chambers.

Moved by Mayor Berrigan

Seconded by Councillor Maki

"THAT Administration coordinate a flag display in Council Chambers with representations from all three neighbouring First Nations bands."

CARRIED

#2018/06/12_003

Mayor Berrigan

- May 23 – Attended a meeting of the Adams Lake Indian Band Chief and Council with Mayor Cooper of Salmon Arm – a future joint meeting of ALIB and Chase was discussed
- May 28 – Attended a Shuswap Water Council meeting
- June 1 – Participated in the Chase Chamber of Commerce tour of the town with tourism representatives
- June 11 - Attended a Chase Chamber of Commerce Director's meeting
- June 11 – Participated in a conference call with the Shuswap Water Council
- June 11 – Met with the Ministry of Transportation and Infrastructure regarding the highway improvements
- June 12 – Attended a commissioning presentation where the Chase Lion's President, Beverley Iglesias, presented Mayor Berrigan with a "key to the splash pad"

Councillor Egely

No Report

Councillor Maki

- May 29 - Attended a Youth Action Committee meeting
- May 30 - Met with Festival Society regarding Canada Day
- June 3 - Met with Festival Society in regards to Music on the Lake
- June 12 - Attended an Active Transportation Plan stakeholders meeting as liaison to the YAC

Councillor Lepsoe

- May 24 – Attended the minor hockey Annual General Meeting
- May 24 – Attended the 'Meet the Chamber Executive Director' event
- May 25 – Toured the Village's sewer lagoons with the Manager of Public Works
- May 28 – Attended a Squilax Pow Wow meeting
- May 29 – Attended a Salmon Caravan meeting
- June 1 – Participated in the 'FAM Tour'
- June 4 - Attended a Squilax Pow Wow meeting
- June 5 – Attended a Chase Chamber of Commerce 'Meet and Greet' at the golf course
- June 8 – Attended the Todd Stone appreciation BBQ at the Kamloops Wildlife Park
- June 9 – Attended the Chase Fire Fighters Association 'Lobster Fest'
- June 11 – Attended a Squilax Pow Wow meeting

Councillor Scott

No Report

b) Staff Reports

Fire Chief reported:

- Fire calls: 9, Rescue calls: 1
- 203 Burning Permits have been issued to date
- There are 19 members and 4 junior fire fighters in the department
- There are 13 members with Exterior Operations certification
- Members are being trained through a 'Pumps and Pumping' course
- The Lobster Fest was a success serving over 300 lobsters. Money raised will help pay for some JIBC mobile training
- The department is hosting a car wash June 16 to raise funds to send a crew to Robson BC for the Fire Fighter Games
- Preparations are underway for the 2018 Canada Day fireworks event

Manager of Public Works reported:

- The street sweeper contractor finished cleaning Village streets as of today

Council also considered the written reports from the CAO, CO, and CFO and Manager of Public Works that were included in the agenda package.

Moved by Councillor Egely

Seconded by Councillor Scott

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

CARRIED

#2018/06/12_004

8. UNFINISHED BUSINESS

8.1 Development Variance Permit Application – 1209 Bay Drive

Moved by Councillor Egely

Seconded by Councillor Scott

"THAT Council authorize Development Variance Permit #2-2018."

CARRIED

#2018/06/12_005

- 8.2 Development Variance Permit Application – 934 Thompson Ave
Moved by Councillor Scott
Seconded by Councillor Maki
“THAT Council authorize Development Variance Permit #5-2018.” CARRIED
#2018/06/12_006
- 8.3 Fees and Charges Amendment Bylaw 854-2018
Moved by Councillor Maki
Seconded by Councillor Egely
“THAT Village of Chase Fees and Charges Amendment Bylaw No. 854-2018 be adopted.” CARRIED
#2018/06/12_007
- 8.4 Confirmation of submitted resolution to UBCM for the 2018 Convention
Moved by Councillor Egely
Seconded by Councillor Maki
“THAT the letter from the UBCM president and accompanying resolution submitted by Village Council for consideration at the 2018 UBCM Convention be received as information.” CARRIED
#2018/06/12_008
- 8.5 Sewer Odour from Village Lagoons
Moved by Councillor Scott
Seconded by Councillor Egely
“THAT the second set of signatures on a petition submitted by Zilly Palamar regarding the Village’s sewage lagoon odour issue be received as information.” CARRIED
#2018/06/12_009
- 8.6 Chase Citizens on Patrol
Moved by Councillor Egely
Seconded by Councillor Scott
“THAT the letter of gratitude from Joan Anderson, Secretary, regarding Council’s \$1,500 grant-in aid to the Chase Citizens on Patrol that will help cover that society’s 2018 operational costs, be received as information.” CARRIED
#2018/06/12_010
9. **NEW BUSINESS**
- 9.1 Road Closure Bylaw – 3rd Avenue
Moved by Councillor Maki
Seconded by Councillor Scott
“THAT Village of Chase Road Closure and Removal of Highway Dedication Bylaw No. 855–2018 be given first reading.” CARRIED
#2018/06/12_011
- Moved by Councillor Egely
Seconded by Councillor Maki
“THAT Village of Chase Road Closure and Removal of Highway Dedication Bylaw No. 855–2018 be given second reading.” CARRIED
#2018/06/12_012
- Moved by Councillor Maki
Seconded by Councillor Egely
“THAT Village of Chase Road Closure and Removal of Highway Dedication Bylaw No. 855–2018 be given third reading.” CARRIED
#2018/06/12_013

- 9.2 Adams River Salmon Society – Apology and Director Resignation
Moved by Mayor Berrigan
Seconded by Councillor Maki
“THAT the letter from Darlene Koss, Administrative Coordinator, Adams River Salmon Society, be received as information.”
CARRIED
#2018/06/12_014
- Moved by Mayor Berrigan
Seconded by Councillor Maki
“THAT Councillor Steve Scott be appointed as Council liaison to the Adams River Salmon Society.”
CARRIED
#2018/06/12_015
- Moved by Councillor Egely
Seconded by Councillor Scott
“THAT Mayor Rick Berrigan be appointed as Council liaison to the Chase and District Museum Society.”
CARRIED
#2018/06/12_016
- 9.3 Youth Action Committee – Request for Youth Worker Funding
Moved by Councillor Lepsoe
Seconded by Councillor Scott
“THAT Council release unexpended funds from the Healthy Communities Grant in the amount of \$3950, allowing those funds to be available to the Youth Action Committee to fund various projects to be administered by the Youth Action Committee.”
CARRIED
#2018/06/12_017
- 9.4 Canadian Wood Council
Moved by Councillor Egely
Seconded by Councillor Lepsoe
“THAT the letter from Lynn Embury-Williams, Executive Director, Wood WORKS! BC, dated May 15, 2018, inviting nominations for Community Recognition Awards, be received for information.”
CARRIED
#2018/06/12_018
- 9.5 UBCM – Call for Nominations for UBCM Executive
Moved by Councillor Maki
Seconded by Councillor Scott
“THAT the letter from Murry Krause, Chair of the Nominating Committee, UBCM, calling for nominations for UBCM executive positions, be received for information.”
CARRIED
#2018/06/12_019
- 9.6 Kinder Morgan Pipeline Impasse with the Province of Alberta
Moved by Councillor Maki
Seconded by Councillor Egely
“THAT the letter from Mayor Terry Rysz, District of Sicamous, to Premier John Horgan, indicating the District’s support of proceeding with the Kinder Morgan pipeline, be received for information.”
CARRIED
#2018/06/12_020

9.7 Chase & District Chamber of Commerce – Office Re-opening

Moved by Councillor Egely

Seconded by Councillor Scott

“THAT the invitation from Ali Maki, Manager, Chase & District Chamber of Commerce, to Mayor and Council seeking their attendance at the grand re-opening of the Chase & District Chamber of Commerce business office and Visitor Information Centre July 1, 2018 at 3:00 p.m., be received for information.”

CARRIED
#2018/06/12_021

9.8 Chase & District Chamber of Commerce – Business Walks

Moved by Councillor Egely

Seconded by Councillor Scott

“THAT the invitation from Ali Maki, Manager, Chase & District Chamber of Commerce, to Mayor and Council seeking their participation in the inaugural Business Walks initiative, be received for information.”

CARRIED
#2018/06/12_022

9.9 Kamloops Community YMCA-YWCA

Moved by Councillor Lepsoe

Seconded by Mayor Berrigan

“THAT the Kamloops Community YMCA-YWCA be awarded a \$600 grant-in-aid to fund a Physical Activity Specialist in Chase for youth aged 13-19.” **CARRIED**

#2018/06/12_023

It was noted by Terri Mindel-Stewart that the other \$600 for this program will be paid for by the funds made available to the Youth Action Committee.

10. RELEASE OF IN CAMERA ITEMS

None.

11. IN CAMERA

Moved by Councillor Maki

Seconded by Councillor Egely

“THAT Council recess to an In Camera meeting pursuant to Section 90 (1) of the Community Charter, paragraph (g), litigation or potential litigation affecting the municipality.”

CARRIED
#2018/06/12_024

12. ADJOURNMENT

Moved by Councillor Egely

Seconded by Councillor Lepsoe

“THAT the June 12, 2018 Village of Chase Regular Council meeting be adjourned.”

CARRIED
#2018/06/12_025

The meeting concluded at 6:11 p.m.

Rick Berrigan, Mayor

Sean O'Flaherty, Corporate Officer



VILLAGE OF CHASE

Memorandum

Date: 22 June 2018

To: Mayor and Council

From: Corporate Officer

RE: Trans-Canada Highway Improvement Project - Active Transportation

At its January 9, 2018 Regular meeting, Council passed the following resolution:

"THAT That the Village of Chase send a resolution to the Southern Interior Local Government Association for consideration at UBCM, urging the Ministry of Transportation and Infrastructure to incorporate active transportation corridors into all current and future highways projects; AND,

THAT a letter be written from the Mayor and Council of the Village of Chase directly to the Minister of Transportation and Infrastructure to request that the Ministry consider the incorporation of active transportation corridors into all current and future highways projects."

The resolution was submitted and accepted by SILGA and has now been received for consideration by the delegates at the 2018 UBCM convention. The reality is, however, that any UBCM resolution, or subsequent policy implementation by the provincial government will be too late and of no consequence to the 'tender-ready' 'Chase Creek Road to Chase West' highways upgrade project.

The Village's Active Transportation Committee has discussed this issue as part of the overall discussions relating to Active Transportation for the Village of Chase with the consideration for incorporating safe active transportation connections between the Village and its surrounding neighbouring communities.

It is evident that the current plans for the West End of Chase access points in conjunction with the Trans Canada Highway upgrades do not incorporate any active transportation improvements. The Active Transportation Committee wishes Council's support in seriously urging the Ministry of Transportation Trans Canada Highway Project Management Team to incorporate active transportation improvements into the existing plans for the 'Chase Creek Road to Chase West' highways upgrade project.

Recommendation:

"THAT the Village of Chase write a letter to the Ministry of Transportation and Infrastructure to request that said ministry incorporate an active transportation corridor between Neskonlith and the Village of Chase as part of their highways 'Chase Creek Road to Chase West' highways upgrading project."

Respectfully submitted,

Approved for Council Consideration by CAO

THAT Joanne Molnar, Chief Financial Officer for the Village of Chase, be added as an official signing authority for the Village of Chase."

CARRIED

#2018/01/09_007

9.2 Southern Interior Local Government Association (SILGA)

Moved by Councilor Egely

Seconded by Councilor Scott

"THAT the Correspondence received from SILGA regarding the call for nominations, and the call for Resolutions be received for information."

CARRIED
#2018/01/09_008

9.3 Thompson Watershed Flood and Debris Flow Disaster Mitigation Project

Moved by Councilor Scott

Seconded by Councilor Maki

"THAT costs associated with any council or staff member's attendance at the February 14, 2018 Thompson Watershed Flood and Debris Flow Disaster Mitigation Project Workshop be covered as per Council's ADM-21, Expense Policy."

CARRIED

#2018/01/09_009

9.4 Shuswap Tourism Resolution regarding Highways and Active Transportation

Moved by Mayor Berrigan

Seconded by Councilor Lepsoe

"THAT That the Village of Chase send a resolution to the Southern Interior Local Government Association for consideration at UBCM, urging the Ministry of Transportation and Infrastructure to incorporate active transportation corridors into all current and future highways projects; AND,

THAT a letter be written from the Mayor and Council of the Village of Chase directly to the Minister of Transportation and Infrastructure to request that the Ministry consider the incorporation of active transportation corridors into all current and future highways projects."

CARRIED

#2018/01/09_010

9.5 Chase Lions Club 50th Anniversary

Moved by Councilor Scott

Seconded by Councilor Maki

"THAT the letter of invitation for the Mayor and guest to attend the Chase Lions Club's 50th Anniversary celebration on Saturday January 27 at 4:00 p.m. at the Chase Community Hall be received for information."

CARRIED

#2018/01/09_011

9.6 Team Chase Grant-In-Aid Request

Moved by Mayor Berrigan

Seconded by Councilor Scott

"THAT the request from Team Chase for 274.50 grant-in-aid for Team Chase to support their fundraising event in September be deferred; and,

THAT staff advise Team Chase to provide all costs related to their fundraising event in their updated application."

CARRIED

#2018/01/09_012



VILLAGE OF CHASE

Memorandum

Date: June 21, 2018
To: Mayor and Council
From: CAO
RE: Chase Lions Splash Pad – Ownership and Responsibility

Council authorized the construction of the Lions Splash Pad to proceed at a meeting in March 2018, after having confirmation that all funds for the construction were secured by the Lions Club and a construction agreement was in place between the Village of Chase and the Lions Club.

The Splash Pad construction has now been completed, with all engineering aspects of the project being certified. A one year warranty on all components and labour has been received from Rec Tec Industries, and Interior Health will be on-site June 25, 2018 to finalize their inspection and provide an operating permit. Village staff have been trained on the operation of the pad, and a rules and hours of operation sign will be in place on or before June 28, 2018 (a condition of Interior Health).

As has been discussed previously, it has been the understanding of the Village of Chase that the Splash Pad would become an amenity of the Village of Chase, the costs for operation and maintenance of the amenity having been included in the 2018 budget and in the Village's five year financial plan.

The Chase Lions Club President has previously indicated that the Club would on occasion be able to contribute funds to offset costs associated with the operation of the pad.

RECOMMENDATION

That the Village of Chase assume ownership and responsibility for the Chase Lions Splash Pad in Memorial Park effective immediately.

Respectfully submitted,

Licence No.:

File No.: 3413199

Disposition No.: 930216

THIS AGREEMENT is dated for reference April 20, 2018 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

VILLAGE OF CHASE
P.O. Box 440
Chase, BC V0E 1M0

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means April 20, 2018;

"**disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Fees**" means the fees set out in Article 3;

"**Hazardous Substances**" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"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;

"Land" means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled "Legal Description Schedule" except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;

"we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **"the parties"**; and

"you" or "your" refers to the Licensee.

- 1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law 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.
- 1.3 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.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 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.

- 1.6 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.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 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.
- 1.9 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.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions of this Agreement, we grant you, your employees, agents and contractors a licence to occupy the Land only for the purposes of excavating for, constructing, operating, removing, replacing, reconstructing, repairing and safeguarding the Improvements necessary for water and sanitary utility line and for telecommunications equipment necessary for the operation of such Improvements; and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 2nd anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.
- 2.3 If you
- (a) are not in default under this Agreement;
 - (b) have delivered a written notice to us not later than 30 days prior to the expiration of this Agreement confirming that a boundary plan of the Land has been prepared and completed by a British Columbia Land Surveyor in compliance with instructions of the Surveyor General; and
 - (c) have paid to us the fees due under the *Land Act* for issuance of a statutory right of way;
- then we will grant to you a statutory right of way over the Land described in the boundary plan, substantially on the terms and conditions set out in the form used by us at the time the "statutory right of way" is being offered.
- 2.4 Our obligation to grant you a statutory right of way under section 2.3 will cease if the form of statutory right of way we deliver to you is not executed and returned to us within 60 days of the date of delivery.
- 2.5 The legal description to be inserted in statutory right of way under section 2.3 will be the description established by the Kamloops Land Title Office.
- 2.6 If, after approval of the boundary plan referred to in section 2.3, we determine that the area of the land comprised within the boundary plan is greater than the area of the Land, then the fee specified in Article 3 will be adjusted at \$160,048.86 per hectare to account for the greater area, and you will pay the additional fee to us upon issuance of the statutory right of way.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS**4.1 You must**

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
- (h) pay all accounts and expenses as they become due for work performed on or materials

supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;

- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) obtain our prior written consent, which consent may be unreasonably withheld, before permitting any other person to use the Land or the Improvements (including without limitation, any copper, coaxial, fibre optic or similar material or device) for any telecommunications purpose;
- (k) obtain our prior written consent, which consent may be unreasonably withheld, before using the Land or the Improvements for any telecommunications purpose other than a telecommunications purpose which is necessary for your operation of the Improvements;
- (l) if any soil is disturbed by you as a result of your construction or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (m) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
- (n) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 6 months of completion of construction;
- (o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (p) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (q) indemnify and save us and our servants, employees and agents harmless against all

claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:

- (i) any breach, violation or non-performance of a provision of this Agreement,
- (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
- (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

(r) on the termination of this Agreement,

- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
- (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;

- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

- 4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.
- 4.7 We will not do anything on the Land that will interfere materially with the Improvements or your use of the Improvements, or that creates a public hazard.

ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that
 - (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
 - (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the

Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;

- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will not without our prior written consent, which consent may be unreasonably withheld, permit any other person to use the Land or the Improvements (including, without limitation, any copper, coaxial, fibre optic or similar material or device) for any telecommunications purpose;
- (h) you will not without our prior written consent, which consent may be unreasonably withheld, use the Land or the Improvements for any telecommunications purpose other than a telecommunications purpose which is necessary for your operation of the Improvements;
- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(r)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(r)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(r)(iii); and
- (k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a

monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:

- (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that

- (a) if you

- (i) default in the payment of any money payable by you under this Agreement, or
- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

- (c) if you

- (i) become insolvent or make an assignment for the general benefit of your creditors,
- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
- (iii) voluntarily enter into an arrangement with your creditors;

- (d) if you are a corporation,

- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or

- (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in

Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.

- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 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 us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
441 Columbia Street
Kamloops, BC V2C 2T3;

to you

VILLAGE OF CHASE
P.O. Box 440
Chase, BC V0E 1M0;

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.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile 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 a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 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.

- 11.2 No remedy conferred upon or reserved to us 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.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 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 your reasonable control, other than normal weather conditions, you are delayed in performing any of your 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 so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous,

dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;

- (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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 *Land Act*
or the minister's authorized representative

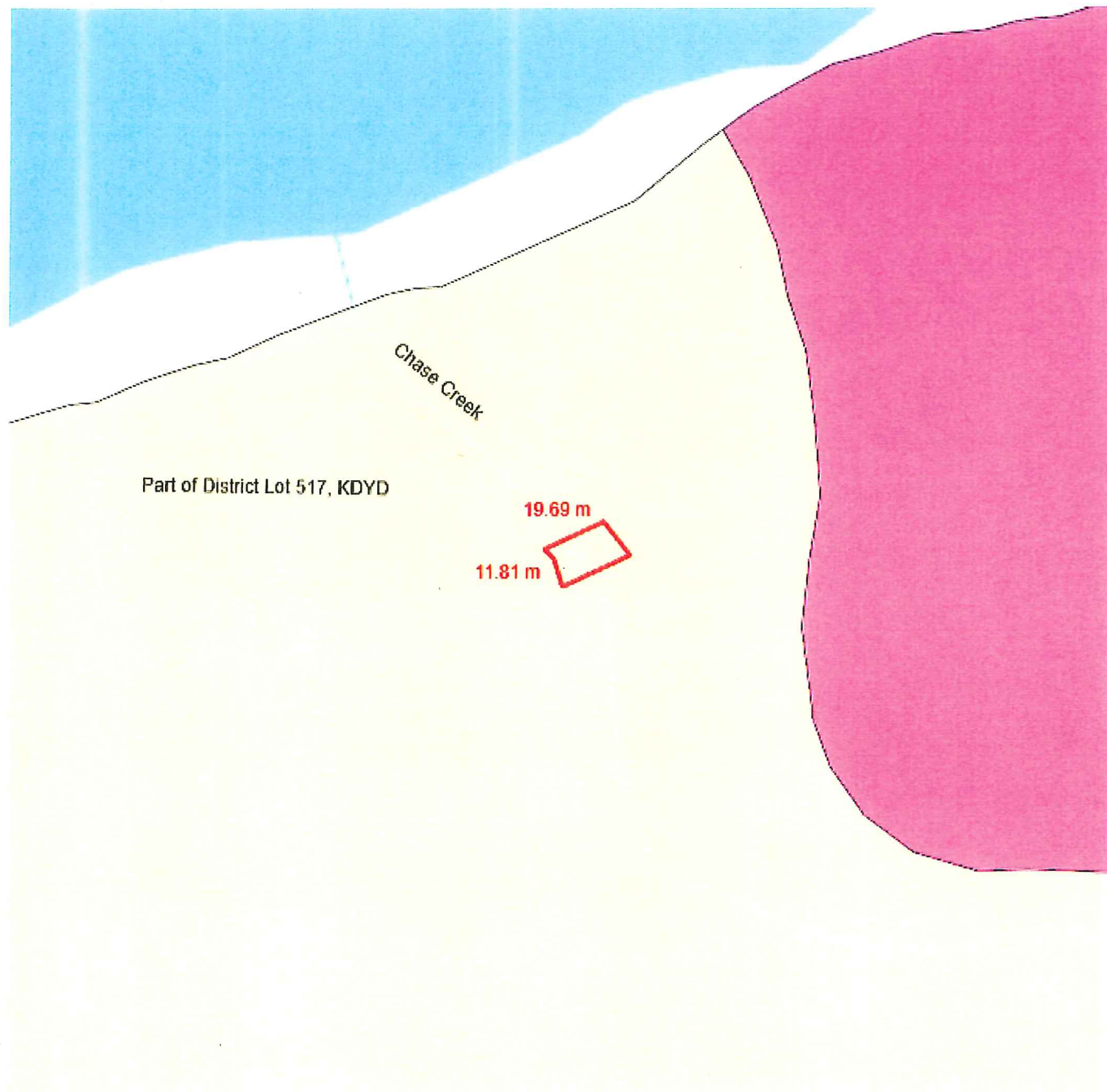
Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of VILLAGE OF CHASE
By its authorized signatories

Authorized Signatory

Authorized Signatory

All that unsurveyed Crown foreshore being part of the bed of Chase Creek lying between Lots 3 and 4, District Lot 517, Kamloops Division Yale District, Plan EPP37280, containing 0.0264 hectares, more or less.



Scale: 1:1,700

BCGS Mapsheet(s): 082L082





VILLAGE OF CHASE

Memorandum

Date: 18 June 2018

To: Mayor and Council

From: Corporate Officer

RE: Business License Application – Pawn Shop

Background

On June 12, 2018 the Village received a business license application for a pawn shop proposed for the 600 block of downtown Chase.

The basic premise of a pawn broker's business model is loaning money to individuals in exchange for collateral of similar if not higher value. Other aspects of the business is the sale of consigned second hand goods.

Pawn brokers are regulated under the BC provincial *Pawnbrokers Act*. Similar to other statutes though, most of the legislative 'powers' depend on local governments transferring those powers through local bylaws. For example, the *Community Charter* allows local governments to require business licenses and collect business license fees from businesses, but without a business license bylaw those powers cannot be exercised. The Village of Chase does not have a bylaw in place to exercise the powers afforded by the *Pawnbrokers Act*. The time to update our bylaws is significant. It would be reasonable to expect any necessary bylaw amendments to take between 3 to 4 months. Also, there are costs to protect the Village and the general public interest for this one business including research, bylaw drafting, advertising. There may be a public engagement component to this as well.

The location at which Mike Jalving, proprietor of Shuswap Pawn, is wishing to start a pawn shop is currently zoned C-2, which *does permit* retail sales. He has indicated his lease begins July 1, 2018. However, the Village's Business License Bylaw 735-2011, and MTI Bylaw 736-2010 do not contain the necessary provisions to regulate this type of business. Specifically, the business license bylaw would require an amendment to include a requirement for all pawnbrokers to maintain a register to record specific details about transactions that must be made available to the License Inspector and the RCMP immediately upon request. Mr. Jalving, who currently has a pawnbroking operation in Salmon Arm, has supplied a letter of support from the Salmon Arm RCMP Staff Sergeant and a similar letter of support from the Salmon Arm Chamber of Commerce. There is also a letter from the City of Salmon Arm stating his operation's operating years in Salmon Arm, and a letter from an employee.

Another bylaw, the MTI Bylaw 736-2010, would require an amendment to include a list of violations and requisite fine amounts.

The reason this license application is before Council is that although the Village's business license bylaw permits the License Inspector the delegated authority to issue licenses, some decisions of granting or refusing to grant a license can be referred to

Council. As this application is unique and brings with it significant implications, and the fact that the Village does not have the underlying regulatory foundation, Administration is deferring the application to Council.

Decision Request

Council is being asked to consider whether or not it wishes to issue Mr. Jalving a Business License to open a retail sales location to pawn merchandise outright, or issue Mr. Jalving a Business License that includes conditions. Council could direct staff to concurrently update the bylaws, or advise Mr. Jalving that he must wait until the bylaw updates are complete.

Options:

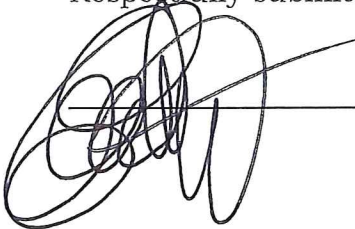
Council could permit the issuance of a Business License

Council could permit the issuance of a Business License with conditions

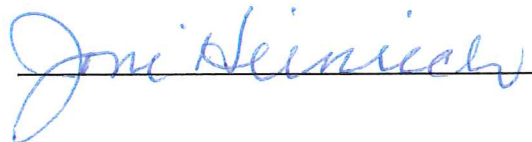
Council could deny issuance of a Business License

Council could, in addition to above, in advance or concurrent to the business operating, direct Administration to prepare amending bylaws to both the Business License Bylaw 735-2011, and MTI Bylaw 736-2010 that establishes regulations for pawn shops with the intention of protecting public interest.

Respectfully submitted,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

Approved for Council Consideration by CAO

A handwritten signature in blue ink, appearing to read 'Jon Heinrich', positioned above a horizontal line.



Schedule "A" to Bylaw No. 735 - 2011
Village of Chase

Business License Application

Name of Business Shuswap Pawn

Business Street Address 1642 Shuswap Ave Chase, BC.

Business Mailing Address PO Box 1273, Stn. Main.
Salmon Arm, BC Postal Code V1E 4P4

Business Phone Number 250-832-9921 email Business Fax Number shuswapawn@gmail.com

Type of Business Retail - Pawnbroker

Home Based Business ☐ Yes ☒ No Number of Employees 1

Name of Business Owner Mike Jalving

Address of Owner 2426 Balmoral Rd, Sorrento Postal Code V0E 2W1

Name of Operator (if different from Owner) _____

Address of Operator _____

Postal Code _____

Property Manager Shirley Bates
Operator's Home Phone Number 250-803-8345 Is the Property ☐ Owned ☐ Leased

Name of Property Owner (if leased) Victor Calvert (380 Alexander Investments Ltd.)

Address of Property Owner PO Box 1196, Chase, B.C. Postal Code V0E 1M0

Number of Units (campsites, rooms) _____ Number of Seats (restaurant/pub) _____

Other Permits or Licenses Required: ☐ Film Classification ☐ Ministry of Environment Permit
(attach approval) ☐ Liquor Licence ☐ Health Permit
☐ Fire Inspector ☐ Other _____

I understand that a Business License is an annual requirement and must be renewed each year; that my Business may require permits or licenses from other government agencies; that satisfactory proof of their approval must be provided prior to the issuance of a Business License; that my Business must abide by the bylaws of the Village of Chase which include a sign regulation and water, sewer and waste disposal bylaws which may establish annual or other rates to be paid for certain services; that these rates also apply to home based businesses; that any fees for services payable are effective the date of issuance of this permit; and, that this Business License is issued on the condition that any changes to the information provided will be provided immediately to the License Inspector. I hereby submit my application for Business License and fully understand the conditions contained herein.

Michael A. King
Signature of Applicant

June 12/2018
Date of Application

June 19, 2018

Village of chase

826 Okanagan Avenue, Chase, BC

Shuswap Pawn has been operating in Salmon Arm for 19 years. We service the community by offering collateral loan transactions that a banking institution or a cheque cashing facility aren't inclined to do. Currently we have over 2900 customers and we have 2 employees.

Shuswap Pawn has a great working relationship with the local RCMP detachment in Salmon Arm. We regularly submit Pawning information including serial numbers, item descriptions, names and addresses for every item that comes into our store. We have an automated computer system equipped with CPIX that scans serial numbers we enter to help monitor for potentially stolen items. All of our loans operate on a 30 day period and we offer a 30 day grace period on top of that. Our automated system sends out text messages and emails to help remind our clients of their loan obligations. It is in our best interest to serve our clients well. Currently we have a 15% default rate on pawns and since adopting the new automated pawn software 6 years ago, we have issued over 15,000 different pawn contracts.

The services we provide are:

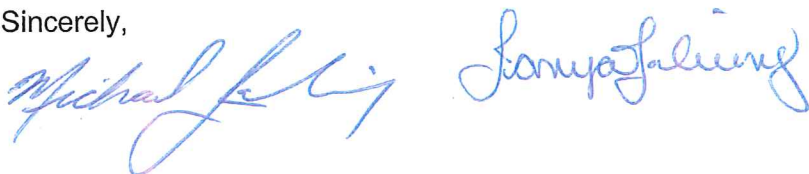
For the transactions listed below all customers must present valid government issued picture ID.

- Collateral loans
- Purchases and Trades
- Consignment sales

We also offer retail sales and layaway.

We believe Shuswap Pawn would be a wonderful addition to The Village of Chase as we offer an essential service to our customers. Thank you for your consideration.

Sincerely,



Mike and Tanya Jalving

Owners/Operators Shuswap Pawn

2426 Balmoral Road, Sorrento, BC V0E 2W1

250-463-4449



Royal Canadian
Mounted Police

Gendarmerie Royale
du Canada

Security Classification/Designation
Classification/désignation sécuritaire

Unclassified

NCO i/c Salmon Arm Detachment
1980 11th Avenue N.E. Salmon Arm, BC
V1E 2V5

Your File - Votre référence

Our File - Notre référence

Date June 20, 2018

RE: Shuswap Pawn

To whom it may concern,

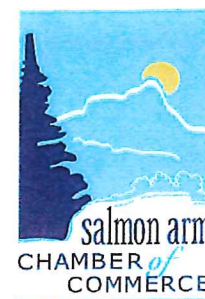
Shuswap Pawn has been in operation here in Salmon Arm. I have checked the history in our computerized database and the Salmon Arm RCMP have had 89 files that mention Shuswap Pawn. Of these files 36 of those files have been purged from our record keeping system.

The remaining 53 police files include false intrusion alarms, recovery of stolen property instances and reports where the business refused to take property from persons known to previously having possessed stolen property.

The Salmon Arm RCMP Detachment has a good working relationship with the Shuswap Pawn management at this time. We have retrieved stolen property from their possession on a number of occasions and the staff have been helpful in the investigations.

S/Sgt. Scott West

NCO i/c Salmon Arm RCMP-GRC



June 20, 2018

Shuswap Pawn
Unit B, 380 Alexander Street NE
Salmon Arm, BC
Attention: Mike Jalving

Dear Mike:

Re: Letter of Reference – Shuswap Pawn

On behalf of the Salmon Arm & District Chamber of Commerce I am pleased to provide this letter of reference on behalf of your business, Shuswap Pawn.

It is my understanding that you have secured a business location in Chase, for the purpose of opening a second business location for Shuswap Pawn, and that the Village of Chase is currently reviewing your business license application.

Although Shuswap Pawn is not a member of our organization I am comfortable stating that in the last twelve years, being the length of time I have been the Executive Director of this Chamber, I have never received a complaint or concern about Shuswap Pawn or the way in which you conduct your business.

I am happy to speak further to this letter should the Village of Chase need further clarification.

Yours truly,

Corryn Grayston,
Executive Director,
Salmon Arm Chamber of Commerce

/ceg

City of Salmon Arm

500 - 2 Avenue NE

Mailing Address: Box 40

Salmon Arm, BC V1E 4N2

Tel: 250.803.4000 Fax: 250.803.4041

www.salmonarm.ca



June 20, 2018

To Whom It May Concern:

RE: Shuswap Pawn located at 380 Alexander Street NE, Salmon Arm

The City of Salmon Arm's records indicate that the above-noted business has been in operation since at least 1999.

Thank you and if you have any questions, please contact the undersigned at 250-803-4022.

Yours truly,

Marcel Bedard
Bylaw Enforcement Officer

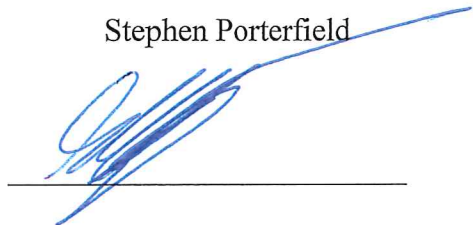
/sg

To whom it may concern:

My name is Stephen Porterfield, I have worked for Mike Jalving at Shuswap Pawn since November 2012. When I started, Mike reinforced that this is a family business and my actions will reflect on not only the business but his family. At Shuswap Pawn there is a strict process how we do our transactions. All information on the item MUST be placed in the system, i.e. Serial number, Model number, distinguishing characteristics. Picture ID must be presented and verified for every customer, even if you already know them. Mike also has made it extraordinarily clear that if you think the person is bringing in anything stolen or even remotely questionable DO NOT take it. On top of his upstanding business practices, Mike is also a great boss. Throughout my life I have struggled with Bipolar Disorder, I have my ups and downs. Mike and his family while not always understanding me and my illness have done everything they can to accommodate me in the workplace. I have had several jobs and several bosses in my life, Mike has been the best employer I could of asked for. While I am not his family per say, he has welcomed me in and made me feel like I am family. Shuswap Pawn is much more than just a job to me, it's like a second family and that is the quality of business Mike Jalving will bring to your community.

Sincerely:

Stephen Porterfield





Village Of Chase

Administrative Report

TO: Mayor and Council

FROM: Corporate Officer

DATE: 18 June 2018

RE: OCP Amendment Bylaw 856-2018

ISSUE/PURPOSE

To introduce Official Community Plan (OCP) amendment bylaw 856-2018 that would implement land use designations upon property formerly dedicated highway and functioned as an undeveloped laneway between private property adjacent to Macpherson Avenue.

OPTIONS

1. Proceed with the recommended resolution to give the bylaw first two readings, and submit the bylaw to a Public Hearing
2. Do not proceed

HISTORY/BACKGROUND

The subject property is part of a land swap with Chase Equipment Ltd. where the Village is acquiring lands adjacent to the sloped portion of Hillside Avenue, and Chase Equipment is acquiring the section of closed highway. There is no land use designation on the 'highway' lands because the lands were formerly an undeveloped, un-zoned highway. This is a housekeeping amendment that will implement zoning on the section of closed highway, and will homogenize all adjacent land uses and prepare the lands for future development.

DISCUSSION

Included in this Report to Council is:

- OCP Amendment Bylaw 856-2018
- Excerpt from the OCP Land Use Designation map showing proposed change

FINANCIAL IMPLICATIONS

There are advertising costs for the Public Hearing.

POLICY IMPLICATIONS

Section 460 of the *Local Government Act* regulates amendments to land use bylaws. Section 464 of that *Act* states that a Public Hearing is necessary on all land use amendments. Furthermore, as per the Village's development procedures, all property owners within 50m of the subject property must be notified of the bylaw amendment application in advance of any Public Hearing. There is also a requirement to advertise in local newspapers for two consecutive weeks. Section 475 of the *Local Government Act* requires that the Council considers whether early and on-going consultation, in addition to the required Public Hearing, is necessary with one or more persons, organizations or authorities, the Regional District of Thompson-Nicola, local First Nations, the Board of Education of school District #73, and any provincial or federal government and their agencies.

Council can consider that existing protocols and relationships with the above-noted referral agencies be recognized as sufficient consultation as it pertains to section 475 requirements. Furthermore, Council can consider that the statutory advertising in two consecutive weeks in the local newspaper and the Public Hearing itself be recognized as sufficient consultation. Council needs only to *consider* section 475. There is no obligation through this section of the Community Charter to consult but Council must at least consider consulting.

RECOMMENDATION


“THAT Council consider consultation with persons, organizations and authorities as per section 475 of the Local Government Act as unaffected; and,

THAT the Village of Chase OCP Amendment Bylaw 856-2018 be read a first time.”

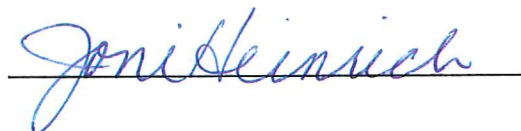
“THAT the Village of Chase OCP Amendment Bylaw 856-2018 be read a second time.”

“THAT the Village of Chase OCP Amendment Bylaw 856-2018 be submitted to a Public Hearing.”

Respectfully submitted,



Approved for Council Consideration by CAO



**VILLAGE OF CHASE
BYLAW NO. 856 - 2018**

A Bylaw to Amend the Official Community Plan Bylaw

WHEREAS the Council of the Village of Chase has adopted the Village of Chase Official Community Plan Bylaw No. 635 - 2002;

AND WHEREAS the Council of the Village of Chase deems it necessary to amend Bylaw No. 635;

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

1. This Bylaw may be cited as "Official Community Plan Amendment Bylaw No. 856-2018".
2. Schedule B, Land Use Map, of the Official Community Plan Bylaw No. 635 is hereby amended by implementing a land use designation on a portion of EPP76678, Kamloops Division Yale District as 'General Residential as shown outlined in heavy red line on Schedule "A" attached hereto and forming part of this bylaw."

READ A FIRST TIME THIS __ DAY OF ____

READ A SECOND TIME THIS __ DAY OF ____

PUBLIC HEARING HELD THIS __ DAY OF __

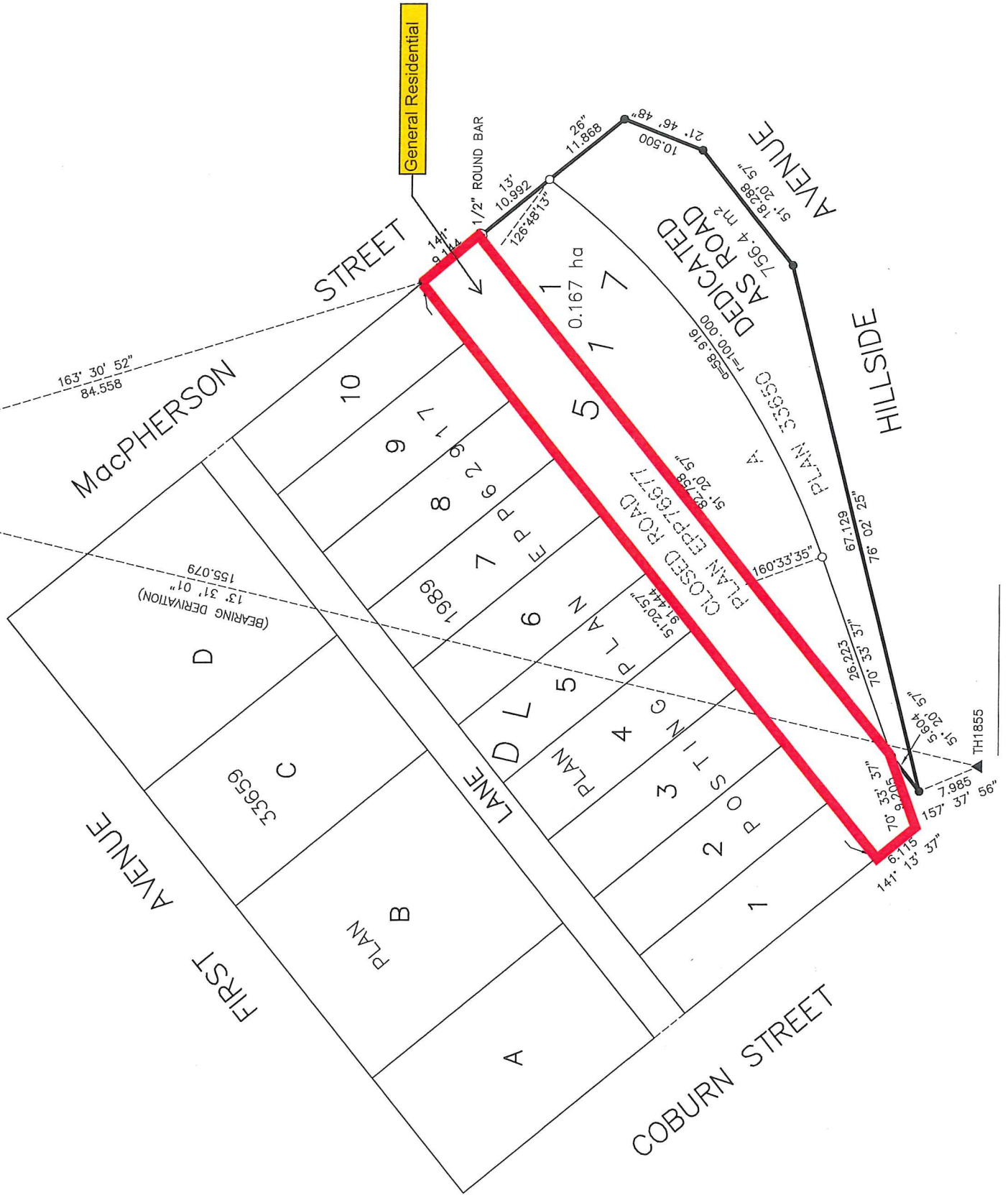
READ A THIRD TIME THIS __ DAY OF __

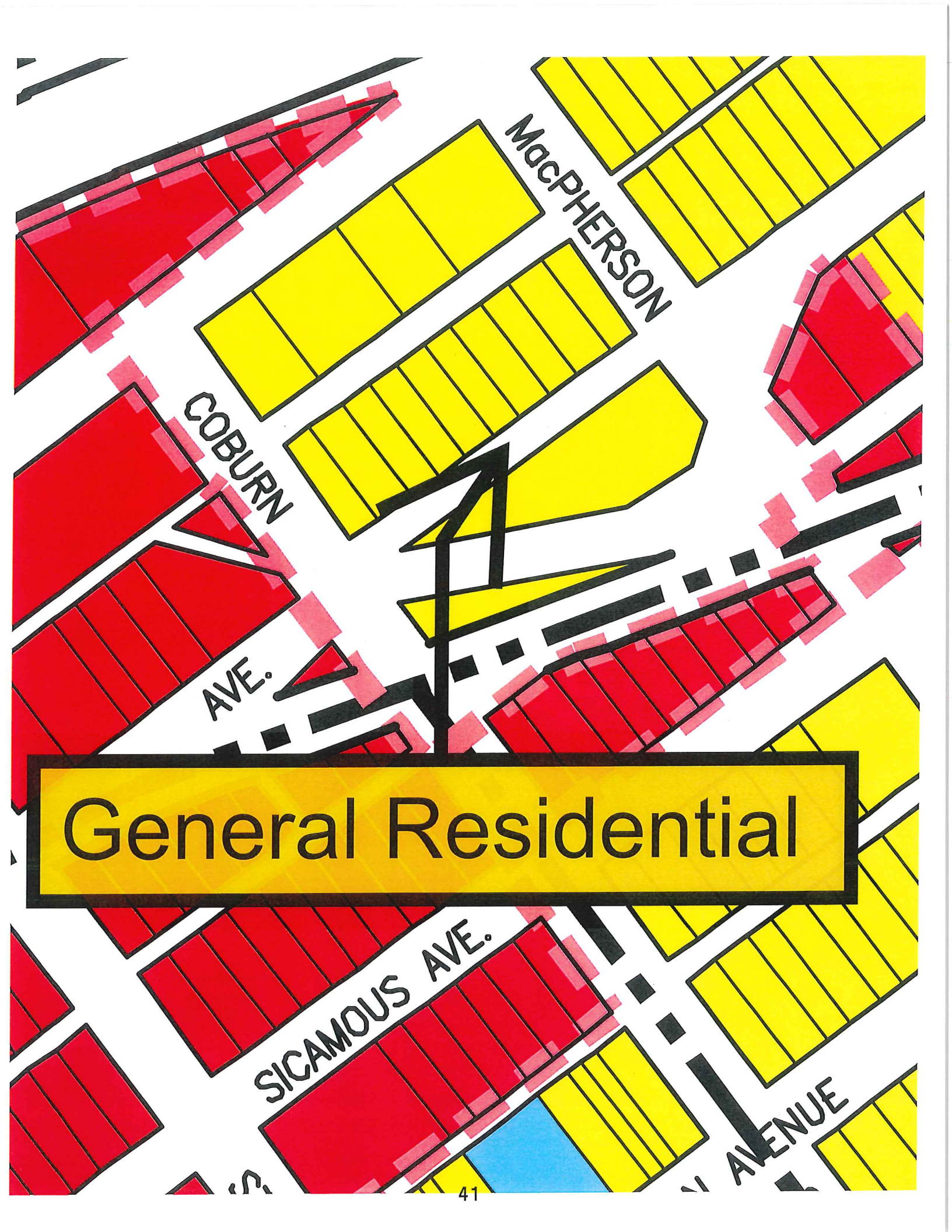
ADOPTED THIS __ DAY OF __

Rick Berrigan, Mayor

Sean O'Flaherty, Corporate Officer

Schedule "A" to Bylaw 856-2018





General Residential



Village Of Chase

Administrative Report

TO: Mayor and Council

FROM: Corporate Officer

DATE: 18 June 2018

RE: OCP Amendment Bylaw 858-2018

ISSUE/PURPOSE

To introduce Official Community Plan (OCP) amendment bylaw 858-2018 that would implement land use designations upon property formerly owned by CP Rail.

OPTIONS

1. Proceed with the recommended resolution to give the bylaw first two readings, and submit the bylaw to a Public Hearing
2. Do not proceed

HISTORY/BACKGROUND

The subject property is owned by the Village after purchasing it from CP Rail in 2017. There is no land use designation on the lands because CP Rail falls under federal jurisdiction and local government's land use designations are not recognized. Now that the Village owns the land it no longer falls under federal jurisdiction and designating land uses to allow the land to be utilized for some purpose is now appropriate.

DISCUSSION

Included in this Report to Council is:

- OCP Amendment Bylaw 858-2018
- Excerpt from the OCP Land Use Designation map showing proposed change

FINANCIAL IMPLICATIONS

None

POLICY IMPLICATIONS

Section 460 of the *Local Government Act* regulates amendments to land use bylaws. Section 464 of that *Act* states that a Public Hearing is necessary on all

land use amendments. Furthermore, as per the Village's development procedures, all property owners within 50m of the subject property must be notified of the bylaw amendment application in advance of any Public Hearing. There is also a requirement to advertise in local newspapers for two consecutive weeks. Section 475 of the *Local Government Act* requires that the Council considers whether early and on-going consultation, in addition to the required Public Hearing, is necessary with one or more persons, organizations or authorities, the Regional District of Thompson-Nicola, local First Nations, the Board of Education of school District #73, and any provincial or federal government and their agencies.

Council can consider that existing protocols and relationships with the above-noted referral agencies be recognized as sufficient consultation as it pertains to section 475 requirements. Furthermore, Council can consider that the statutory advertising in two consecutive weeks in the local newspaper and the Public Hearing itself be recognized as sufficient consultation. Council needs only to *consider* section 475. There is no obligation through this section of the Community Charter to consult but Council must at least consider consulting.

RECOMMENDATION

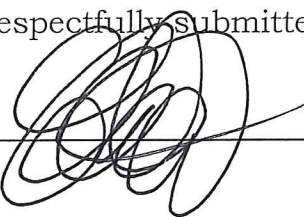
“THAT Council consider consultation with persons, organizations and authorities as per section 475 of the Local Government Act as unaffected; and,

THAT the Village of Chase OCP Amendment Bylaw 858-2018 be read a first time.”

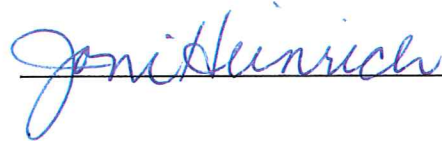
“THAT the Village of Chase OCP Amendment Bylaw 858-2018 be read a second time.”

“THAT the Village of Chase OCP Amendment Bylaw 858-2018 be submitted to a Public Hearing.”

Respectfully submitted,



Approved for Council Consideration by CAO



**VILLAGE OF CHASE
BYLAW NO. 858 - 2018**

A Bylaw to Amend the Official Community Plan Bylaw

WHEREAS the Council of the Village of Chase has adopted the Village of Chase Official Community Plan Bylaw No. 635 - 2002;

AND WHEREAS the Council of the Village of Chase deems it necessary to amend Bylaw No. 635;

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

1. This Bylaw may be cited as "Official Community Plan Amendment Bylaw No. 858-2018".
2. Schedule B, Land Use Map, of the Official Community Plan Bylaw No. 635 is hereby amended by implementing a land use designation on a portion of Parcel C, Plan A634, District Lot 517, Kamloops Division Yale District, Except Plan 27406, as 'General Residential and 'Resort Commercial' as shown outlined in heavy red line on Schedule "A" attached hereto and forming part of this bylaw.
3. Schedule B, Land Use Map, of the Official Community Plan Bylaw No. 635 is hereby amended by implementing a land use designation on a portion of Parcel C, Plan A634, District Lot 517, Kamloops Division Yale District, Except Plan 27406, as 'Parks and Open Space' as shown outlined in heavy green line on Schedule "A" attached hereto and forming part of this bylaw.
4. Schedule B, Land Use Map, of the Official Community Plan Bylaw No. 635 is hereby amended by implementing a land use designation on a portion of Parcel A, Plan A634, District Lot 517, Kamloops Division Yale District, Except Plan 27406, as 'General Industrial' as shown outlined in heavy blue line on Schedule "A" attached hereto and forming part of this bylaw.

READ A FIRST TIME THIS __ DAY OF ____

READ A SECOND TIME THIS __ DAY OF ____

PUBLIC HEARING HELD THIS __ DAY OF __

READ A THIRD TIME THIS __ DAY OF __

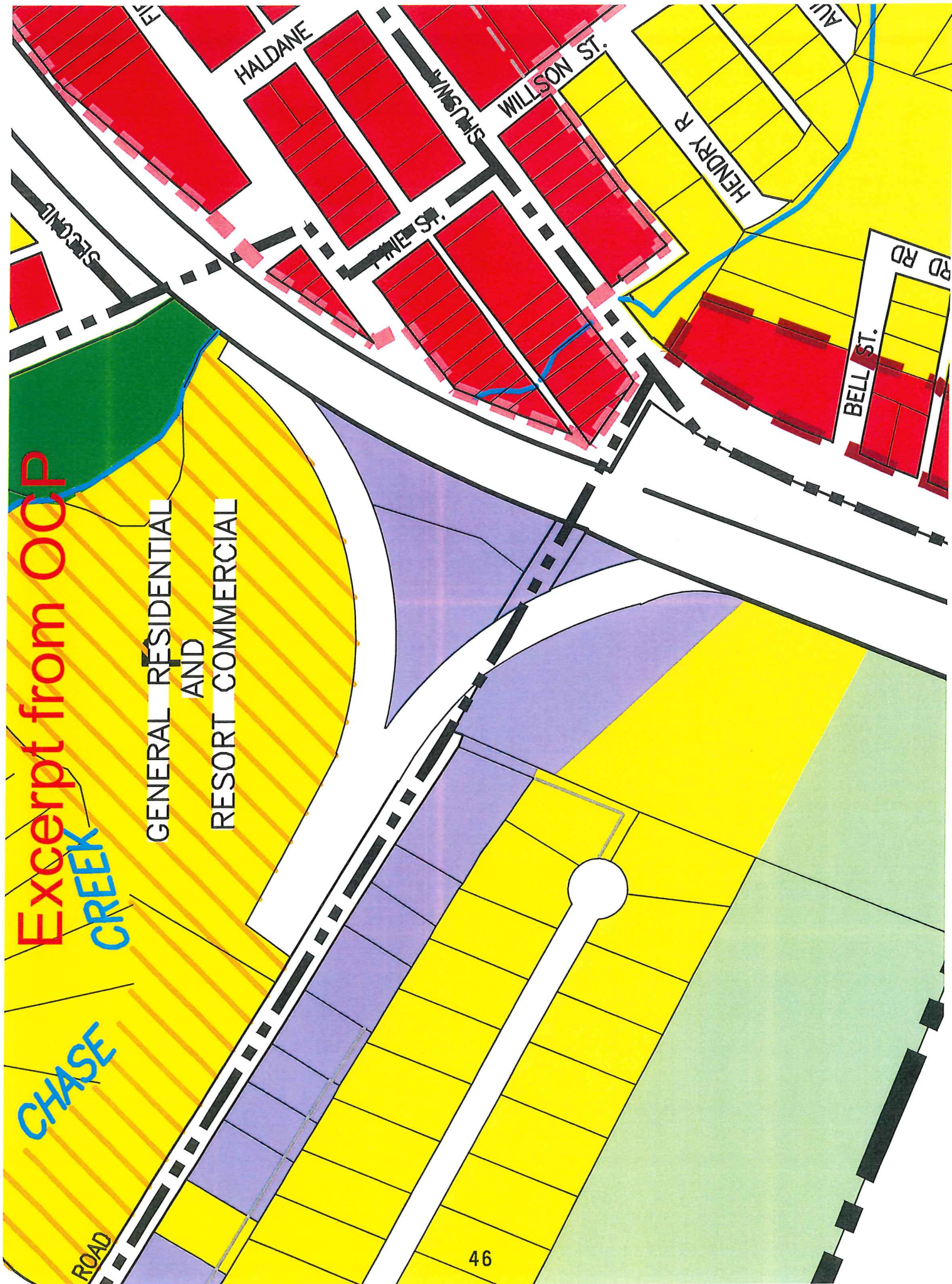
ADOPTED THIS __ DAY OF __

Rick Berrigan, Mayor

Sean O'Flaherty, Corporate Officer

Excerpt from OCP
CHASE CREEK

GENERAL RESIDENTIAL
AND
RESORT COMMERCIAL





VILLAGE OF CHASE

Memorandum

Date: 21 June 2018

To: Mayor and Council

From: Corporate Officer

RE: Council Procedures

The Council Procedure Bylaw 783-2012 requires a fundamental amendment to reflect the recent Elections BC date change for local government elections in 2018 that moved the election month from November to October.

A bylaw amendment has been prepared to reflect the date change for the Inaugural Meeting. Refer to Section 4, Inaugural Meeting.

Simultaneously, this bylaw amendment proposes updates to Section 9, Agendas, to reflect how council meetings actually proceed. Currently, Council is running with an agenda order that is outside of the procedure bylaw and to normalize the proceedings, the procedure bylaw must be amended.

Two excerpts from the existing Council Procedure Bylaw 783-2012 (sections 4 and 9) are included so that the proposed changes can be tracked.

Respectfully submitted,

Approved for Council Consideration by CAO

**VILLAGE OF CHASE
BYLAW NO. 849 – 2018**

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. 849-2018".
2. Section 4, *Inaugural Meeting*, is hereby replaced in entirety with:

Inaugural Meeting

- a) An Inaugural Meeting of the Council shall be held on the first Tuesday of November following a general local election.
- b) If a quorum of Council members elected at the general local election has not taken office by the first Tuesday of November, the first Council meeting must be called by the Corporate Officer and held as soon as reasonably possible after a quorum has taken office.
- c) At the Inaugural meeting or the first Regular Meeting in November each year, the Mayor shall appoint a roster of all Council members to serve as Acting Mayor in the absence, illness or disability of the Mayor, rotated annually so that no councillor will serve as Acting Mayor for the same quarterly period more than once during a term.
- d) At the Inaugural meeting or the first Regular Meeting in November each year, the Mayor shall make liaison appointments of Council members to various external organizations.
- e) At the Inaugural meeting or the first Regular Meeting in November each year, any appointments to external organizations requiring a vote of Council shall be decided by a majority of Council.

3. Section 9, *Agendas*, is hereby replaced in entirety with:

Agendas

- a) The Agenda for all open Council or Committee meetings, shall proceed in the following order:

Second Tuesday of the Month	Fourth Tuesday of the Month
Call to Order	Call to Order
Adoption of the Agenda	Adoption of the Agenda
Adoption of the Minutes	Adoption of the Minutes
Public Hearings	Public Hearings
Delegations	Delegations
Public Input on Current Agenda Items	Public Input on Current Agenda Items
Reports a) Mayor and Council b) Staff	Reports a) Mayor and Council
Unfinished Business	Unfinished Business
New Business	New Business
	Opportunity for Public to speak on Municipal Matters
In Camera	In Camera
Release of In Camera Items	Release of In Camera Items
Adjournment	Adjournment

- b) The Corporate Officer shall prepare an Agenda prior to every Regular Council Meeting and shall circulate a copy to each member at least four days (96 hours) prior to the meeting. Council may temporarily waive the order of business on the Agenda, by resolution of the majority of those members present at the meeting.
- c) If required, the Corporate Officer shall prepare an Extra Agenda prior to a Regular Council Meeting, to be available to the Council at the meeting. Contents of the Extra Agenda shall be at the discretion of the Mayor in consultation with the CAO.
- d) When any meeting other than a regularly scheduled meeting is called, Administration shall prepare an agenda for the specific purpose(s) for which the meeting was scheduled. The opportunity of public input on current agenda business items will be provided on these Agendas.
- e) The *Public Input on Current Agenda Items* proceeding refers only to items in 'UNFINISHED BUSINESS' and 'NEW BUSINESS', and is

not to exceed a total of 15 minutes for all participants combined.
This time limit may be extended by a Resolution of Council.

- f) The *Opportunity to Speak on all Municipal Matters* proceeding is not to exceed a total of 15 minutes for all participants combined. This time limit may be extended by a Resolution of Council.

READ A FIRST TIME THIS DAY OF , 2018

READ A SECOND TIME THIS DAY OF , 2018

READ A THIRD TIME THIS DAY OF , 2018

ADOPTED THIS DAY OF , 2018

R. Berrigan, Mayor

S. O'Flaherty, Corporate Officer

4. INAUGURAL MEETING

- a) An Inaugural Meeting of the Council shall be held on the first Tuesday of **December** following a general local election.
- b) At the Inaugural meeting or the first Regular meeting in **December** each year, the Mayor shall appoint a roster of all Council members to serve as Acting Mayor in the absence, illness or disability of the Mayor and as Chairperson for Committee of the Whole meetings on a 3-month rotation basis.
- c) At the Inaugural meeting or the first meeting in **December** each year, the Mayor shall make liaison appointments of Council members to various external organizations.
- d) At the Inaugural meeting or the first meeting in **December** each year, any appointments to external organizations requiring a vote of Council shall be decided by a majority of Council.
- e) If a quorum of council members elected at the general local election has not taken office by the date of the meeting referred to in subsection (a), the first Council meeting must be called by the Corporate Officer and held as soon as reasonably possible after a quorum has taken office.

9. AGENDAS

- a) All Village Council Regular Meetings, shall proceed in the following order:
 - 1. CALL TO ORDER
 - 2. ADOPTION OF AGENDA
 - 3. ADOPTION OF MINUTES
 - 4. PUBLIC HEARINGS
 - 5. REPORTS
 - a) Staff Departmental Reports – first meeting of the month
 - b) Mayor and Council Reports
 - 6. DELEGATIONS
 - 7. UNFINISHED BUSINESS
 - 8. NEW BUSINESS
 - 9. IN CAMERA
 - 10. ADJOURNMENT
- b) The Corporate Officer shall prepare an Agenda prior to every Regular Council Meeting and shall circulate a copy to each member at least two days (48 hours) prior to the meeting. Council may temporarily waive the order of business on the Agenda, by resolution of the majority of those members present at the meeting.
- c) If required, the Corporate Officer shall prepare an Extra Agenda prior to a Regular Council Meeting, to be available to the Council at the meeting. Contents of the Extra Agenda shall be at the discretion of the Chief Administrative Officer, Corporate Officer or upon the request of a member of the Village Council.
- d) At a meeting, other than a Regular Council Meeting, the Agenda shall be prepared for the specific purposes(s) for which the meeting was scheduled, except when additional items are added or existing items are removed by resolution of the majority of Council.
- e) When an order, resolution or question is lost for want of a quorum at a Meeting, it shall be the first item of business under "Unfinished Business" at the next meeting.



MUNICIPAL INSURANCE ASSOCIATION
OF BRITISH COLUMBIA

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the "Agreement") is made and entered into this ____ day of

_____, _____ by and in between _____

(the "Local Government") and _____ (the "Service Provider").

The Service Provider agrees to provide the following services for or on behalf of the Local Government:

☐ The term of the Agreement is from the ____ day of _____, _____ and
the ____ day of _____, _____.

☐ The term of the Agreement is perpetual commencing the ____ day of _____,
_____.

While providing the agreed service, the Service Provider agrees to comply with: all applicable laws, rules and regulations; the practices, procedures and policies of the Local Government; and any special instructions given to the Service Provider by representative(s) of the Local Government.

The Local Government agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the Service Provider as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the agreed service. The Service Provider agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate.

The Service Provider agrees to indemnify, defend and hold harmless the Local Government, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the Local Government may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the Local Government arising out of, during, or as a result of the provision of services outlined in the Agreement except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the Local Government or that is covered by the MIABC liability insurance policy.

- ☐ The Local Government agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.
- ☐ The Service Provider agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.

The Local Government reserves the right to terminate this Agreement and the associated commercial general liability insurance coverage provided to the Service Provider by the MIABC at any time upon written notification to the Service Provider of the termination.

ON BEHALF OF <LOCAL GOVERNMENT>

Name:

Title:

Signature:

Date:

ON BEHALF OF <SERVICE PROVIDER>

Name:

Title:

Signature:

Date:



VILLAGE OF CHASE Administrative Report

TO: Mayor and Council
FROM: Corporate Officer
DATE: 22 June 2018
RE: Short Term Mobile Food Vendors – Licensing and Fee Requirements

ISSUE/PURPOSE

To obtain direction from Council regarding the matter of mobile food vendors who operate in Chase for a short term (participating in various activities) being required to purchase business licenses and mobile vendor permits while operating in the Village of Chase. This matter is coming forward at the request of a member of Council.

OPTIONS

1. That Council maintain the status-quo and apply Village bylaws as being in-effect
2. That Council consider amending any related bylaws and policies that could provide a different rate structure for short-term mobile vendors by directing staff to prepare said amendments

HISTORY/BACKGROUND

All mobile vendors operating in the Village of Chase are required to have a valid Business License (Business License Bylaw 735-2011, whether they operate for a day, a week, a month or longer. They are considered under Council's business license bylaw a business if they are providing goods or services for a profit.

In addition to holding a valid business license, under the Council's Mobile Vendor Policy, a mobile vendor must also hold a valid mobile permit. All permit holders are required to pay a fee, unless they are a not-for-profit participating in a Community Event.

For all events that are not considered "Community Events" under Council's policy definition, a fee is charged for a mobile vendor permit depending on the situation:

- Mobile Vendor operating in the Village of Chase in various locations - \$250 per year
- Mobile Vendor operating for a 24 hour period - \$50
- Mobile Vendor for a Private non-exclusive event for a 24 hour period - \$50
- Mobile Vendor for a private exclusive event for a 24 hour period - \$100 plus \$25 per hour after the first 2 hours

Definitions for various situations noted above are outlined in the policy:

Community Event is defined in the policy as being a mass participatory event, centrally located or mobile, free of charge to the public for the purposes of entertainment or education which may include Mobile Vendors and Non-Profit Vendors.

Mobile Vendor means an independently operated vehicles, structure or mobile vending apparatus occupying public or private commercial space (where zoning permits) typically for the purpose of providing food and beverages, retail products or services for commercial sale.

Non-Profit Vendor means a mobile vendor operating for the purpose of fund-raising or increasing public awareness about the organization or its mandate.

Private Exclusive means an event such as a wedding or family gathering requiring public exclusion within a specific area for privacy or ceremonial reasons.

Private Non-Exclusive means an event such as a registrant sporting event in which participation is exclusive to registrants or membership, but does not require public exclusion to a specific area other than to preserve the integrity of the event or maintain public safety.

DISCUSSION

The matter of the requirement for mobile food vendors to purchase a business license and hold a valid mobile vendor permit has been discussed informally on several occasions since Council adopted the Mobile Vendor Fees in 2016.

A member of Council has raised the matter recently in relation to various events that have occurred so far in 2018, including the Experience Chase Trade Show and various sporting tournaments, with the request that the matter be discussed by Council to potentially modify some of the requirements for mobile vendors operating for a short term in support of various activities within the municipality.

This recent inquiry received appears to be asking Council:

- Should mobile vendors participating in short term activities in the municipality be required to purchase a business license?
- Should a mobile vendor participating in short term activities in the municipality be required to obtain a mobile vendor permit?
- Should the definition of Community Event be expanded to include activities other than those in the current definition in order that the fees are reduced or exempted?

Another option for Council to consider is to direct Administration to review the current rate structure for short term mobile vendors with fees that would be more conducive to the nature of their service provision.

FINANCIAL IMPLICATIONS

Low. Collection of fees may be impacted.

POLICY IMPLICATIONS

If business licensing requirements for mobile vendors operating on a short term basis in the Village of Chase are exempted from purchasing business licenses, other businesses operating for a short term such as contractors performing short term jobs, may wish to be exempt from business licensing as well. A change in the requirement for business licensing due to the length of time in operation should be considered carefully. A more appropriate response would be to consider a rate structure more conducive to the type and term of business operation.

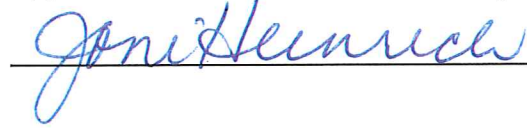
RECOMMENDATION

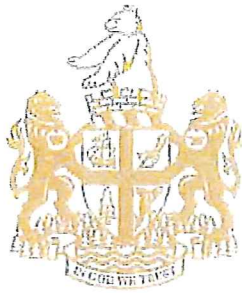
Council direction requested.

Respectfully submitted,



Approved for Council Consideration by CAO





Jonathan K. Côté
Mayor

June 7, 2018

Dear Mayor and Council,

VIA EMAIL

Re: Changes to the Strata Property Act

On July 28, 2016, changes were made by the Provincial Government to the Strata Property Act so that strata owners are now able to liquidate their strata corporation by an 80% vote of all eligible voters instead of the previous unanimous voting requirement.

The noted changes to the Strata Property Act may have negative impacts to residents including:

- Conflicts between owners who want to liquidate the strata corporation and sell the strata building and lands and those who do not want to liquidate.
- Situations where some owners may receive lower sales proceeds for their units than their assessed values.
- Developers pushing strata owners and strata councils to liquidate the strata corporation and sell the strata buildings and lands.
- Loss of rental units, a significant concern given the persistently low vacancy rates in the rental market (1.1% in New Westminster in October 2017) and the large number of renter households living in condominiums in New Westminster (3,109 in October 2017).
- Undue influence of investors who have purchased many units within a building.

There appears to be no studies conducted by the Provincial Government or other agencies on the potential positive and negative impacts on residents of the changes to the Strata Property Act.

For these reasons, at a meeting on Monday, May 28, 2018, New Westminster City Council passed the following for consideration at the UBCM Convention in September, 2018:

Whereas the changes in the Strata Property Act that came into effect on July 28, 2016 can create conflicts among owners within a strata building who want to terminate the strata and sell the strata building and lands and those owners who do not want to terminate the strata and sell the strata building and lands; and

Whereas the changes in the Strata Property Act that came into effect on July 28, 2016 can also create situations where some owners may receive far less in sales proceeds for their units than their assessed values and force owners who do not want to sell their units to sell their units; and

Whereas the changes in the Strata Property Act that came into effect on July 28, 2016 may encourage developers to aggressively push strata owners and strata councils to terminate their strata corporations and sell the strata buildings and lands; and

Whereas, under some circumstances, terminating a strata corporation may be the best choice for strata owners. As some older strata buildings reach the end of their life cycle, the cost of repair may not make economic sense or owners may not have the financial ability to pay for the necessary repairs; and

Whereas municipalities are limited in their ability to address these issues;

THEREFORE, BE IT RESOLVED:

THAT the Union of BC Municipalities urge the Provincial Government of British Columbia to study the impacts related to the changes made in July 2016 to the Strata Property Act and consider increasing the percentage of registered owners required to terminate (wind up) a strata corporation depending on the results of the proposed study.

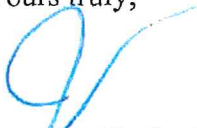
I am writing to ask for your support of this resolution at the convention in September.

A council report giving more background is attached.

If you have any questions or would like more information, please contact me at jcote@newwestcity.ca or 604-527-4522.

Thank you for your attention to this matter.

Yours truly,



Jonathan X. Cote
Mayor

Attach: Council Report "Changes to the Strata Property Act: UBCM Resolution"



Corporation of the City of
NEW WESTMINSTER

REPORT

Mayor's Task Force on Housing Affordability

To: Mayor Côté and Members of Council **Date:** 5/28/2018
From: Mayor's Task Force on Housing **File:** 01.0020.40
Affordability
Item #: 122/2018

Subject: Changes to the Strata Property Act: UBCM Resolution

RECOMMENDATION

1. ***THAT*** Council endorse the recommended Union of BC Municipalities (UBCM) resolution related to changes to the Strata Property Act as contained in this report.
2. ***THAT*** the Council direct staff to forward the resolution and background documentation to UBCM and to actively seek municipal support for the resolution.
3. ***THAT*** Council direct staff to send a letter to the British Columbia Ministry of Municipal Affairs and Housing to study the impacts related to the changes made in July 2016 to the Strata Property Act and consider increasing the percentage of registered owners required to terminate (wind up) a strata corporation depending on the results of the proposed study.

PURPOSE

This report discusses the changes made to the Strata Property Act in July 2016 and their potential impacts on strata property owners. The purpose of this report is to seek Council endorsement of a resolution to the Union of British Columbia Municipalities (UBCM) to recommend further study of the impact of these recent changes and to request a possible modification of these recent changes if supported by further research results.

EXECUTIVE SUMMARY

On July 28, 2016, changes were made by the Provincial Government to the Strata Property Act so that strata owners are now able to liquidate their strata corporation by an 80% vote of all eligible voters instead of the previous unanimous voting requirement.

The changes to the Strata Property Act were discussed by the City's Community and Social Issues Committee and the Seniors Advisory Committee, with both being supportive of a review and with most members suggesting a higher percentage.

BACKGROUND

Effective July 28, 2016, strata owners are now able to liquidate their strata corporation by an 80% vote of all eligible voters instead of the previous unanimous voting requirement. As described on the Provincial Government's website, the changes include "court oversight to protect any minority dissenting owners and registered chargeholders (e.g. mortgage providers)."

Attachment 1 contains excerpts from the website describing Strata Termination (Winding Up) Legislation (July 2016) which describes these changes. Attachment 2 contains the article "How simple is liquidation of a strata corporation?" from the Condominium Homeowners' Association, as published in the Spring 2016 issue of CHOA Journal, which provides a detailed step by step process in the liquidation of a strata corporation, including timelines.

As of July 7, 2017, according to CHOA, there have been five strata buildings in British Columbia sold to developers since the legislation came into place. According to the Land Title and Survey Authority of BC, as of January 9, 2018, there were 31,100 filed strata plans in British Columbia. Therefore, the percentage of strata buildings sold to developers since the legislation changed is fairly small (less than one percent).

DISCUSSION

Potential Impacts

The noted changes to the Strata Property Act may have negative impacts to residents including:

- Conflicts between owners who want to liquidate the strata corporation and sell the strata building and lands and those who do not want to liquidate.
- Situations where some owners may receive lower sales proceeds for their units than their assessed values.

- Developers pushing strata owners and strata councils to liquidate the strata corporation and sell the strata buildings and lands.
- Loss of rental units, which is a significant concern given the persistently low vacancy rates in the rental market (1.1% in New Westminster in October 2017) and the large number of renter households living in condominiums in New Westminster (3,109 in October 2017).
- Undue influence of investors who have purchased many units within a building.

At the same time, terminating a strata corporation may be the best choice for strata owners when older strata buildings reach the end of their life cycle; the cost of repair may not make economic sense or owners may not have the financial ability to pay for the necessary repairs.” Having a 100% requirement may create financial hardship for the majority of owners who need to sell if a few owners do not want to sell.

There appears to be no studies conducted by the Provincial Government or other agencies on the potential positive and negative impacts on residents of the changes to the Strata Property Act.

CONSULTATION

Community and Social Issues Committee

The Community and Social Issues Committee discussed the changes to the Strata Property Act on May 8, 2018. Based on the discussion, committee members expressed concern about real estate speculation, particularly related to older strata buildings located on frequent transit corridors, including SkyTrain; the potential conflicts which could occur in strata corporations; the possibility of block voting by investors who own multiple strata units; and the potential impacts on renters of strata units, who may lose their housing. There was general support of a review of the changes, with a view to considering a higher percentage.

Seniors Advisory Committee

The Seniors Advisory Committee discussed the changes to the Strata Property Act on May 10, 2018. Based on the discussion, committee members expressed concern about the apparent lack of research that went into the changes, particularly related to unintended consequences; the increasing number of purchasers that see their strata units as investments and not homes; and the potential for block voting. Several members spoke about the importance of aging in place and felt that the changes were counter to this goal. Several other members called for a higher percentage (e.g., 90%). There was general support for a review of the changes, with a view to considering a higher percentage.

RECOMMENDED UBCM RESOLUTION

Given the above, the following resolution is recommended to be forwarded to the Union of BC Municipalities for consideration at its Annual Conference in September 2018.

Whereas the changes in the Strata Property Act that came into effect on July 28, 2016 can create conflicts among owners within a strata building who want to terminate the strata and sell the strata building and lands and those owners who do not want to terminate the strata and sell the strata building and lands.

Whereas the changes in the Strata Property Act that came into effect on July 28, 2016 can also create situations where some owners may receive far less in sales proceeds for their units than their assessed values and force owners who do not want to sell their units to sell their units.

Whereas the changes in the Strata Property Act that came into effect on July 28, 2016 may encourage developers to aggressively push strata owners and strata councils to terminate their strata corporations and sell the strata buildings and lands.

Whereas, under some circumstances, terminating a strata corporation may be the best choice for strata owners. As some older strata buildings reach the end of their life cycle, the cost of repair may not make economic sense or owners may not have the financial ability to pay for the necessary repairs.

Whereas municipalities are limited in their ability to address these issues

THEREFORE, BE IT RESOLVED:

THAT the Union of BC Municipalities urge the Provincial Government of British Columbia to study the impacts related to the changes made in July 2016 to the Strata Property Act and consider increasing the percentage of registered owners required to terminate (wind up) a strata corporation depending on the results of the proposed study.

NEXT STEPS

Should Council endorse the proposed approach, staff would forward this motion to other BC municipalities for their endorsement. Staff would also forward this resolution to UBCM on or before June 30, 2018 for their consideration of this resolution at the UBCM annual general meeting in September 2018.

OPTIONS

There are four options for consideration:

1. That Council endorse the recommended Union of BC Municipalities (UBCM) resolution related to changes to the Strata Property Act as contained in this report.
2. That Council direct staff to forward the resolution and background documentation to UBCM and to actively seek municipal support for the resolution.
3. That Council direct staff to send a letter to the British Columbia Ministry of Municipal Affairs and Housing to study the impacts related to the changes made in July 2016 to the Strata Property Act and consider increasing the percentage of registered owners required to terminate (wind up) a strata corporation depending on the results of the proposed study.
4. That Council provides staff with other direction.

Staff recommends options 1, 2, and 3.

ATTACHMENTS

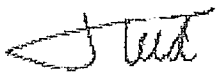
Attachment 1: Provincial Government of British Columbia - Termination (Winding Up) of Strata Corporations

Attachment 2: Article - "How simple is liquidation of a strata corporation?"

This report has been prepared by:
Tristan Johnson, Planning Analyst

This report was reviewed by:
John Stark, Acting Manager of Planning

Approved for Presentation to Council



Jackie Teed
Acting Director of Development
Services



Lisa Spitale
Chief Administrative Officer

Attachment 1

Provincial Government of British Columbia –
Termination (Winding Up) of Strata
Corporations

Termination (Winding Up) of Strata Corporations

Strata corporations can now terminate (wind up and cancel the strata plan) with an 80% vote of all owners, instead of the previous unanimous voting requirement.

It is strongly recommended that a strata corporation considering termination seek independent professional and legal advice well in advance of a vote to wind up (terminate). There are many steps in the termination process and not all of these are referenced in strata legislation.

Bare land strata corporations ("strata subdivisions") wishing to terminate must also notify the applicable local government 90 days in advance. A bare land strata corporation considering termination may wish to transfer responsibility for bare land strata services (e.g. sewer, roads, water) to local government. *The applicable local government does not have to accept responsibility for any bare land strata services. Prior to a vote on termination, the strata should clarify how services will be provided.*

This page provides a basic overview of the strata termination process; it is not a substitute for legal advice.

Learn more on this page:

[Why Would a Strata Corporation Choose to Terminate?](#)

[From Unanimous to 80%](#)

[Overview of the Termination Process](#)

[Exploring Termination](#)

[Giving Notice of a General Meeting for a Termination Vote](#)

[Voters](#)

[Court Oversight](#)

[Submitting an Application to the Land Title Office](#)

[Bare Land Stratas - Additional Requirement](#)

Why Would a Strata Corporation Choose to Terminate?

Under some circumstances, terminating a strata corporation may be the best choice for strata lot owners. As some older strata corporations reach the end of their life cycle, the cost of repair may not make economic sense or owners may not have the financial ability to pay for the necessary repairs. Sometimes the land can be sold for redevelopment; for example, a low-rise building could be redeveloped into a building with many more units.

Bare land stratas ("strata subdivisions") may want to terminate as well; this is known as cancelling the bare land strata plan. For example, a bare land strata corporation may want to convert to a fee simple (non-strata titled) subdivision or, in certain circumstances, become a single parcel with "tenants-in-common".

From Unanimous to 80%

Effective July 28, 2016, strata owners are now able to terminate (wind up) their strata corporation with an 80% vote instead of the previous difficult-to-achieve unanimous voting requirement. Many other jurisdictions, including Alberta and Ontario, do not require a unanimous vote to terminate.

The 80% vote means the termination resolution **must have 80% approval of all the registered owners**. It is not a quorum vote. Unlike majority and 3/4 votes, it is not an 80% vote of those owners present, or holding

proxies, at the meeting (learn more in [types of voting](#)). For strata corporations with fewer than 5 strata lots, the 80% voting threshold is effectively unanimous.

Given the significance of terminating a strata corporation, there is court oversight to protect any dissenting owners and registered charge holders (e.g. mortgage providers).

[These changes to the Strata Property Act](#) are based on the [BC Law Institute's recommendations](#). There was extensive public consultation and the changes are widely supported by the strata community.

Overview of the Termination Process

Voluntary winding up from initial exploration to finalizing the sale (or liquidating) and owners moving out can take up to 18 months or even longer. This section provides a general overview of voluntary winding up but it does not list all the steps. Strata corporations are strongly advised to seek independent professional and [legal advice](#) from a knowledgeable strata lawyer as it is important to understand the full termination process and implications, well in advance of a vote to wind up a strata corporation. A lawyer can also advise on the pros and cons of voluntarily winding up with and without the services of a liquidator. (In addition to voluntary winding up, the *Strata Property Act* also continues to allow a court-ordered winding up, a rare occurrence).

Sometimes strata lot owners may be concerned about protecting their interests. The termination process has a number of safeguards built in including: advance notification to every owner; an 80% vote of approval from all owners (not a quorum vote from those present, or holding proxies, at a meeting); and court oversight. However, individual owners may also wish to consult a strata lawyer for independent advice.

Listed below are some other resources if termination is being considered:

- [Strata associations](#) have information about the new termination process and may offer consultation services for a fee.
- The [Civil Resolution Tribunal \(CRT\)](#) does not replace the court's role in the termination process. However the CRT can play a role to address certain unfair actions under sections 164 and 173 of the *Strata Property Act*. The CRT may make an order:
 - regarding an action or threatened action by the strata corporation, including the council, in relation to an owner or tenant
 - regarding a decision of the strata corporation, including the council, in relation to an owner or tenant
 - directed at the strata corporation, the council or a person who holds 50% or more of the votes, if the order is necessary to prevent or remedy a significantly unfair action, decision or exercise of voting rights.
- If there are concerns about professionals not acting in good faith, please check with their professional disciplinary bodies.
- Additional information on the termination process includes: CHOA's spring 2016 Journal Article "[How Simple is Liquidation of a Strata Corporation?](#)" and a [termination \(winding up\) infographic \(pdf\)](#) by Clark Wilson LLP.

Exploring Termination

Often a termination process starts when a developer approaches a strata corporation wishing to buy all the strata lots for redevelopment. Or a strata corporation may be interested in winding up and selling for redevelopment because of excessive repair and maintenance costs.

Open and transparent communication with owners is essential. Information meetings should be held with owners from the very beginning to discuss options and collectively learn more about termination (winding up) including disbursement of funds to owners (if selling to a developer), costs and fees.

Owners will also want to understand how funds from selling would be disbursed. Disbursement to owners will be affected by when the strata plan was filed: before August 1974, unit entitlement; August 1974 to 2000, interest upon destruction; after 2000, relative assessed values.

If the majority of owners are interested in termination, usually a resolution is adopted to enable the strata council to move the process forward and hire legal counsel. Given the costs of the legal review and governance implications, the strata council should only proceed once the owners have formally given direction. The strata corporation is strongly advised to obtain independent legal and professional advice.

The strata council may also hire a real estate broker to market the property or negotiate an offer from a developer. When hiring a broker, the strata corporation's legal counsel should closely review: the terms and conditions of the agency agreement; the commission rates; and whether any type of limited dual agency (i.e. representing both buyer and seller) is permitted.

There is no set procedure but once an eligible offer has been received, a resolution to terminate can be drafted. The winding up resolution should be drafted by the strata's legal counsel and will usually be a detailed multi-paged document. The termination resolution will authorize termination of the strata plan, authorize the strata corporation to apply to the Supreme Court for termination orders and a vesting order authorizing the cancellations of the strata plan and winding up of the strata corporation; approve expenditures (funding for the lawyer, liquidator, liquidator's legal representation, fees and commissions); and may also address miscellaneous matters like move out timelines or rent-free periods.

Giving Notice of a General Meeting for a Termination Vote

A strata corporation is required to give at least two weeks' written notice of a general meeting. However if the agenda includes a resolution on termination, the strata must give at least four weeks' written notice. Four weeks actually means at least 32 days when also considering the notice requirements under the *Interpretation Act*. If the general meeting is called by petition, then eight weeks' written notice (at least 60 days when also considering the notice requirements under the *Interpretation Act*) is needed.

The notice of the general meeting to vote on termination must be given to all persons who are entitled to receive the meeting notice, regardless of whether a person previously waived the right to receive notification. Learn more about [notice requirements](#) and [preparing for a general meeting](#).

Voters

Approving a strata termination resolution requires an 80% vote of approval *from all the strata owners*. It is not a [quorum vote](#) of those owners present or holding proxies at a meeting.

Given the importance of a termination resolution, all [strata owners are eligible to vote](#) on the resolution, regardless of any provisions in the bylaws making a strata owner ineligible to vote if the owner has unpaid special levies or unpaid strata fees.

In some situations a mortgagee (the person, organization or financial institution holding the mortgage) of a strata lot may vote at a general meeting on matters relating to insurance, maintenance, finance or other

matters affecting the security for the mortgage. However, a mortgagee is not permitted to vote on a resolution to terminate a strata corporation.

Court Oversight

After passing a resolution to terminate, a strata corporation with five or more strata lots must apply to the BC Supreme Court for an order confirming termination.

For small strata corporations with fewer than five lots, the requirement for an 80% vote to terminate is effectively unanimous. These stratas may choose whether to apply for a court order or not. On the one hand, obtaining a court order has a cost. On the other hand, having a court order means small strata corporations do not have to get unanimous written consent of the registered chargeholders.

The *Strata Property Act* provides guidance to the court in how to consider the best interests of the owners, including any significant unfairness to any dissenting minority owners or registered charge holders (e.g. mortgage provider) and ensures all parties have a standing in court.

Submitting an Application to the Land Title Office

When the strata corporation is ready to submit an application to the [Land Title Office](#) to cancel a strata plan, the strata corporation in addition to other documents, must include the following:

If the strata has obtained a court order:

- a Certificate of Strata Corporation confirming:
 - the winding up (termination) resolution has passed, and
 - the strata corporation has no debts other than the debts held by holders of registered charges.
- a copy of the court order

If the strata has fewer than 5 strata lots (and does not obtain a court order):

- the written consent of all holders of registered charges
- a [Form E Certificate of Strata Corporation for Section 274](#) confirming:
 - the winding up (termination) resolution has passed, and
 - the strata corporation has no debts other than the debts held by persons who have consented in writing to the winding up of the strata corporation.

Attachment 2

Article – “How simple is liquidation of a strata corporation?”



How simple is liquidation of a strata corporation?

Tony Gioventu / CHOA

Liquidation is a dramatic step for a strata corporation and your community of owners, many of whom have probably lived there for 30+ years. The potential for errors, or the owners being at a disadvantage, is very high, so it is essential to follow some basic steps of decision making. There are two basic factors that affect a liquidation from the owners' perspective: value of the property and the condition of the property which can be assessed with the help of a depreciation report.

The information in the depreciation report could influence the owners decision to maintain versus liquidate; however, all strata corporations need to remember that until they have voted to liquidate, the strata corporation must still maintain and repair its property. Then consider the transaction costs associated with liquidation including brokerage fees, liquidation costs and legal fees, what's the right time and what's the right price

It differs for every project based on land use and value. A project that may yield only the current assessment value could be a prudent decision if each owner is facing a \$100,000 special levy for repairs, whereas a development in great condition may not consider a sale unless they can see a 200-300% increase in value. For real estate value it is still the same three conditions: location, location, location.

In the fall of 2015, the *Strata Property Act* was amended, lowering the voting requirement for liquidation from 100% to 80% of the schedule of voting rights.

Please note the amendments are not in force as the development of regulations are still required. Even though the change is significant, obtaining 80% of the total number of votes will be extremely difficult to achieve and will require an application to the Supreme Court of BC to approve the decision as part of the legislative amendment.

There are two methods of selling the property. Option 1: A developer or speculator purchases all of the units directly from each owner. The strata is not involved in the liquidation process and the deal is fairly clean. Option 2: a strata corporation votes for a liquidation which may be complicated. An advantage of this option is it gives the strata owners the collective ability to market their property for competitive bidding and obtain the best price.

Consumers want the best price and the best terms for their property before they will consider selling. To reach this objective, a logical process is helpful for the strata corporation to follow. They begin with a general meeting of the owners to determine if the owners want the council to investigate selling the property. The strata owners will vote by at least a majority vote to give council authority to start the process and to retain an independent lawyer who will act solely for the strata throughout the process. The strata council will also want to review proposals from a number of commercial brokers who will market the property, with negotiable fees generally from 1-2% of the total sale.

Once strata council has completed a legal review of the contract and retained

a broker, the broker proceeds with marketing the property. Developers and land speculators will be invited to assess the property, and submit offers.

The offers may take into consideration location, expanded development opportunity, transit and community access, neighbouring developments and amenities, plus the overall potential for the site. This phase usually takes 3-6 months.

When the broker finalizes a short list of generally 3-5 of the highest offers the strata council and their lawyer will meet to review the offers, perhaps counter offer and will consider the terms and conditions of the offer. When the details are clear the final offer is tentatively agreed upon subject to the approval of the owners at a general meeting.

Once the final offer is approved in principle the complicated work begins. Around months 6-12 the final negotiation of the purchase conditions and price are completed and the strata's lawyer will prepare the 80% vote resolution that authorizes the liquidation, authorizes the court application to ratify the decision, and to appoint a liquidator. The liquidator will be responsible for the receipt of the money from the developer, the cancellation of each of your titles into one parcel of land, and the payout to each owner, their share of the proceeds after any charges on their property.

The resolution that the owners will vote on and the sequencing of the events is the most critical part of the transaction. You can easily expect a resolution that is many pages in length because the resolution

must include all of the terms and conditions of the contracts, agreements, court applications, liquidation procedures and transfer of funds. One quirk of the liquidation process is owners who require their proceeds to make another purchase will have to wait until the job of the liquidator is complete before they can shop for a new home. Only when the liquidation process is complete do the owners receive their money, once any such as mortgages on their property are cleared. To provide

time for owners to move and relocate, the strata may want to negotiate 60-120 days of occupancy after the completion of the liquidation, as part of the contract.

If everything goes well, plan on 12-18 months. The success depends on a number of information meetings and constant communication with your owners to prepare them for the vote and the emotional liquidation of their community. If you hope to have any

success on your proposed liquidation, don't forget the owners have to find a new place to live once the deal is complete. Before you vote, an information meeting with the owners to help them understand what other property is available in the region is just as critical. ●

Tony Gioventu is the Executive Director of CHOA. For more information please visit the CHOA website at www.choa.bc.ca

Strata Corporation Liquidation: Step-by-Step

Step 1	<ul style="list-style-type: none"> ● The strata corporation is approached by a commercial agent, buyer or the strata council considers the option of investigating liquidation. 	Month 1		
Step 2	<ul style="list-style-type: none"> ● The strata corporation is approached by a commercial agent, buyer or the strata council considers the option of investigating liquidation. ● Strata council convenes an information meeting of owners to raise the idea of liquidating the strata corporation. 	Month 2 - 3		
Step 3	<ul style="list-style-type: none"> ● This meeting helps council decide to move forward or not. ● Strata council convenes a general meeting of the strata corporation to obtain: <ul style="list-style-type: none"> ○ Authorization for strata council to investigate liquidation options ○ Approval for funding for legal representation including: <ul style="list-style-type: none"> ● Reviewing terms and conditions of an offer ● Listing agreements, and ● Subsequent legal consultation 	Month 4 - 5		
Step 4	<ul style="list-style-type: none"> ● Strata council negotiates a listing agreement with a broker. ● The broker creates a listing profile and markets property. ● The broker presents offers to council. ● Strata council with the strata's lawyer review offers and possibly makes counter offers. 	Month 4 - 8		
Step 4 Con't	<ul style="list-style-type: none"> ● Strata Council convenes a general meeting to present the offer(s) to owners. ● Owners vote to: <ul style="list-style-type: none"> ○ Proceed with having a lawyer draft the liquidation resolution and approve the funding needed to move forward (lawyer fees, liquidator fees, etc.), or ○ Reject the offer and direct council to either continue to negotiate a better offer or stop all discussions on liquidation. 	Month 4 - 8 Con't		
Step 5	<ul style="list-style-type: none"> ● Continue to negotiate (if required) ● The strata corporations' lawyer will review the terms and conditions of the offer, including possible counter offers. Once there is a final offer the strata's lawyer will draft a resolution for owners to approve. ● Strata council calls a general meeting to vote on the 80% resolution. 	Month 8 - 10		
Step 6	<ul style="list-style-type: none"> ● Once the resolution is approved the strata corporations' lawyer will commence the court application for liquidation. ● There may be conditions to meet before the appointment of a liquidator and vesting order granted/obtained/applied for? 	Month 10 - 12		
Step 7	<ul style="list-style-type: none"> ● Liquidation process complete ● Funds transferred to strata corporation ● Vesting order is filed by the liquidator ● Owners given 60 - 120 days to move 	Month 12 - 18		

Constituency Office:

446 Victoria Street
Kamloops, BC V2C 2A7

Phone: 250 374-2880

Fax: 250 377-3448

e-mail: todd.stone.mla@leg.bc.ca



Legislative Office:

Todd G. Stone, MLA
Parliament Buildings
Victoria, BC V8V 1X4

Telephone: 250 387-3442

Facsimile: 250 387-9100

Website: www.toddstonemla.bc.ca

TODD G. STONE, MLA

(Kamloops - South Thompson)

June 5, 2018

Mayor Rick Berrigan
Village of Chase
PO Box 440, 826 Okanagan Ave
Chase BC
V0E 1M0

Dear Rick,

On Monday, May 8, 2018 it was my pleasure to stand and introduce you and your colleague, Joni Heinrich, to the House.

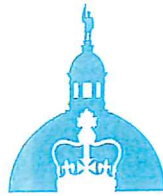
It is always a pleasure to welcome local leaders, constituents, and friends to the capital. Our work in Victoria is made possible by your continued support and advocacy on behalf of the Village of Chase.

I look forward to continue working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Stone', with a stylized flourish at the end.

Todd G. Stone, MLA
Kamloops – South Thompson



LEGISLATIVE ASSEMBLY
of BRITISH COLUMBIA

Third Session, 41st Parliament

DEBATES OF THE
LEGISLATIVE ASSEMBLY

(HANSARD)

Monday, May 7, 2018
Afternoon Sitting

Introductions by Members

Todd Stone, MLA, Kamloops-South Thompson



Introductions by Members

T. Stone: It's not often that I get to stand and introduce folks who are here from Kamloops–South Thompson, but today is one of those days — three individuals. First off, I would like to welcome the mayor of the village of Chase, Rick Berrigan, who is here today along with the CAO for the village of Chase, Joni Heinrich.

Chase is a beautiful community, the western gateway to the Shuswaps. It's on the Little Shuswap Lake, which is the source of the South Thompson River. It's a vibrant, progressive community filled with people with big hearts. Certainly, Mayor Berrigan and CAO Heinrich embody that to the nth degree.

I would also like to welcome Aleece Laird, who is here with us today. She's an entrepreneur and small business owner, a larger-than-life personality, someone who has done a tremendous amount to build the community in Kamloops.

I would ask the House: please make Aleece and the mayor of Chase, Rick Berrigan, and CAO Joni Heinrich welcome here today.

June 18,2018

**Mayor / Council
Village of Chase**

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Village of Chase

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I have a simple request. Every winter snow is piled up in front of our yard which of course is loaded with sand and dirt. When it melts it leaves behind a big patch of same, and there it sits along with a torn up boulevard.

The sand, dust and dirt from this patch find there way into our home whenever the wind direction is from the west and it becomes a daily chore to clean up after it. Every year it is the same and I have tried in the past to see if Public Works could clean it up and so far only once did anything get done. I have met with Tim a few times this year in April to discuss my concerns but nothing has happened as of today. When talking to a council member about this he advised me to write a note to Mayor and Council to see if anything can be done.

I will leave it with the powers that be to decide if this is something they feel the Village should take care of.

Thank you,

**Alan & Dorothy Pineo
942 Hysop Rd.**

A handwritten signature in blue ink, appearing to be 'Alan Pineo', written in a cursive style.

Raise-a-Reader



Dear Mayor and Council

The Raise a Reader Committee is once again making preparations for Chase's **10th** annual Raise-a-Reader campaign scheduled for

Wednesday, September 26th, 2018 from 7:00 a.m. to 10:00 a.m

The Chase Raise-a-Reader campaign is designed to boost awareness about literacy and raise funds to support literacy programs throughout the Chase area. We are pleased and proud to facilitate this national Post Media initiative in our community.

On September 26th, volunteers from local organizations and Chase Heat will join together at various locations around the Village of Chase. Surrounded by signage and wearing the campaign's signature bright orange T-shirts, we will be hawking a special Raise-a-Reader edition of Kamloops This Week in an effort to exchange newspapers for donations to literacy programs.

Programs (a few not all that we do) that are supported by this fundraising are:

Books provided FREE to:

- ❖ K'Fair, Reading with Santa, Family Fun Skate (January at arena)
- ❖ Bright Red Bookshelf, Chase Hampers
- ❖ Adult computer classes
- ❖ Christmas Hampers and Reading with Santa
- ❖ Family Literacy Week- Free Family Skate and Crafts
- ❖ Cultural Literacy Initiative

Volunteers:

We need volunteers on the morning of Sept 26th to help raise money in exchange for a special edition of Kamloops this Week

Donate:

Monies that are raised in Chase stay in Chase. Monies raised also receive some government matching funds. (Donations over \$250 will receive special recognition in community thank you in local paper and on our Facebook page)

If you would like more information or would like to donate or volunteer

I may be reached at literacyinchase@gmail.com

Thank you for your support

Barbara Maher

Literacy Outreach Coordinator Chase