



## **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 13, 2017 at 4:00 p.m.

### **1. CALL TO ORDER**

### **2. ADOPTION OF AGENDA**

Resolution:

**“That the June 13, 2017 Village of Chase Regular Council meeting agenda be adopted as presented.”**

### **3. ADOPTION OF MINUTES**

#### **3.1 Regular Meeting held May 23, 2017**

Pages 1-5

Resolution:

**“That the minutes of the May 23, 2017 Regular Meeting of Council be adopted as presented.”**

### **4. PUBLIC HEARING**

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**

**Chase Excellence Program – Presentation of Gifts to Outgoing 2016/2017 Queens**  
(Mayor Berrigan to present gifts on behalf of the Village of Chase)

### **7. REPORTS**

a) Mayor and Council Reports

b) Staff Reports

Pages 6-7

### **8. UNFINISHED BUSINESS**

#### **8.1 Sanitary Sewer Regulations Amendment Bylaw No. 839-2017**

Pages 8-9

The bylaw has received the first three readings. Council can now consider adopting the bylaw.

Resolution:

**“That Village of Chase Sanitary Sewer Regulations Amendment Bylaw No. 839-2017 be adopted.”**

#### **8.2 Volleyball at Memorial Park – Request for Financial Assistance**

Pages 10-12

Memorandum from the Corporate Officer  
Council's direction is requested.

#### **8.3 Chase Museum**

Page 13

A letter from Carolyn Parks Mintz

## 9. NEW BUSINESS

- 9.1 Fortis BC Community Giving Grants Pages 14-15  
Report from the CAO  
Resolution:  
**“That Council give consideration to ideas for the Fortis BC Community giving grants, with a report to come back to Council at its next meeting for a decision on a nomination.”**
- 9.2 Funding Applications – Gas Tax - Strategic Priorities Fund Pages 16-17  
Report from the CAO  
Resolution:  
**“That Council support the application for funding through the Gas Tax Strategic Priorities Capital Fund for Sewer Treatment Plant Efficacy Enhancements in the amount of \$1,481,000.”**  
  
**“That Council support the application for funding through the Gas Tax Strategic Priorities Capital Fund for Community Hall Exterior Protective Cladding Project in the amount of \$85,800.”**  
  
**“That Council support the application for funding through the Gas Tax Strategic Priorities Capacity Building Fund for Official Community Plan review in the amount of \$45,000.”**
- 9.3 Creekside Seniors’ Lease of Premises at 542 Shuswap Avenue Pages 18-31  
Report from CAO  
Resolution:  
**“That Council cancel the existing lease with the Creekside Seniors for 542 Shuswap Avenue effective June 13, 2017 and approve a new lease with the same conditions and the addition of a renewal clause for future renewals, effective June 14, 2017 expiring June 13, 2027.”**
- 9.4 Vetran Road Renaming Pages 32-35  
Memorandum from the Corporate Officer  
Resolution:  
**“That Council rename Vetran Road to VLA Road.”**
- 9.5 Subdivision and Development Bylaw Pages 36-47  
Memorandum from the Corporate Officer  
Resolution:  
**“That Administration be directed to prepare a bylaw based on the draft Subdivision and Development Servicing Bylaw No. 758-2010, as updated with the latest industry standards, to produce a suitable replacement for Subdivision Control Bylaw No.168-1978.”**
- 9.6 BC Interior Communities Foundation Page 48  
An invitation for Mayor and Council to attend the BC Interior Communities Foundation Annual General Meeting June 15, 2017 in Kamloops, BC.

As per usual practice, Council may authorize costs for Mayor and Council's attendance by way of resolution.

**10. RELEASE OF IN CAMERA ITEMS**

None

**11. IN CAMERA**

None

**12. ADJOURNMENT**

Resolution:

**“That the June 13, 2017 Village of Chase Regular Council meeting be adjourned.”**



Minutes of the Regular Meeting of Council of the Village of Chase  
held in the Council Chamber of the Village Office at 826 Okanagan Avenue  
on Tuesday, May 23, 2017 at 4:00 p.m.

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

Also in Attendance: Joni Heinrich, Chief Administrative Officer  
Sean O'Flaherty, Corporate Officer  
Leif Pederson, Director of Financial Services

Regrets: none

Public Gallery: 3  
Press: 0

**1. CALL TO ORDER**

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

**2. ADOPTION OF THE AGENDA**

Moved by Councillor Egely

Seconded by Councillor Scott

**"That the May 23, 2017 Village of Chase Regular Council meeting agenda be adopted as amended by adding 9.4, *Golf Cart Pilot Project Launch Event*; 9.5, *Festival Society Request for Tax Receipts for Donations*; 9.6, *Shuswap Tourism Stakeholders Meeting*; 9.7 *Shuswap Tourism Spring Networking Event*."**

**CARRIED**

**#2017/05/23\_001**

**3. ADOPTION OF MINUTES**

Minutes of the May 2, 2017 Special Meeting of Council

Moved by Councillor Maki

Seconded by Councillor Lepsoe

**"That the minutes of the May 2, Special Meeting of Council be adopted as presented."**

**CARRIED**

**#2017/05/23\_002**

Minutes of the May 9, 2017 Regular Meeting of Council

Moved by Councillor Egely

Seconded by Councillor Maki

**"That the minutes of the May 9, Regular Meeting of Council be adopted as presented."**

**CARRIED**

**#2017/05/23\_003**

Minutes of the May 12, 2017 Special Meeting of Council

Moved by Councillor Lepsoe

Seconded by Councillor Scott

**"That the minutes of the May 12, Special Meeting of Council be adopted as presented."**

**CARRIED**

**#2017/05/23\_004**

Minutes of the May 16, 2017 Special Meeting of Council

Moved by Councillor Egely

Seconded by Councillor Maki

**"That the minutes of the May 16, Special Meeting of Council be adopted as presented."**

**CARRIED  
#2017/05/23\_005**

**4. PUBLIC HEARING**  
None

**5. PUBLIC INPUT ON CURRENT AGENDA ITEMS**  
Bruce Nelson, 216 Ash Dr. mentioned the Chase & District Health Services Foundation is having its Annual General Meeting June 22 at 1:00 p.m.

**6. DELEGATIONS**  
Nicole Fornelli, Community Health Facilitator, Interior Health Authority – *Interior Health's Healthy Communities Program*

**7. REPORTS**  
a) Mayor and Council Reports

Mayor Berrigan

- May 12 – Special Meeting of Council to adopt tax rates
- May 15 – Attended meeting with Neskonlith Chief and Council to review communities common interests and maintain a strong working relationship
- May 16 – Attended meeting with the Ministry of Transportation and Infrastructure

Councillor Egely

- May 12 – Special Meeting of Council to adopt tax rates
- May 15 – Attended meeting with Neskonlith Chief and Council to review communities common interests and maintain a strong working relationship
- May 16 – Attended meeting with the Ministry of Transportation and Infrastructure

Councillor Lepsoe

- May 15 – Attended meeting with Neskonlith Chief and Council to review communities common interests and maintain a good working relationship
- May 16 – Attended an Adams River Salmon Society meeting
- March 22 – Attended the Shuswap Tourism Canada 150 meeting and reported that Sicamous has a portable stage for rent. They also have a similar washroom setup

Councillor Maki

- May 12 – Special Meeting of Council to adopt tax rates
- May 16 – Attended meeting with the Ministry of Transportation and Infrastructure

Councillor Scott

- May 8 – Attended a Citizens on Patrol meeting
- May 12 – Special Meeting of Council to adopt tax rates
- May 15 – Attended meeting with Neskonlith Chief and Council to review communities common interests and maintain a strong working relationship
- May 16 – Attended meeting with the Ministry of Transportation and Infrastructure

Moved by Councillor Scott

Seconded by Councillor Maki

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

**CARRIED**

**#2017/05/23\_006**

**8. UNFINISHED BUSINESS**

< Councillor Maki left the meeting at 4:29 p.m.>

**8.1 Village's Tourism Sector Representative to Shuswap Tourism – Costs to Attend Meetings**

Moved by Councillor Scott

Seconded by Councillor Lepsoe

**"That Council approves the payment of a \$100 per diem for each of the four Shuswap Tourism Meetings in 2017 attended by the Village's Tourism Sector representative."**

**CARRIED**

**#2017/05/23\_007**

<Councillor Maki returned to the meeting at 4:31 p.m.>

**8.2 Community Hall Rental Rate – Nuance Dance Studio**

Moved by Mayor Berrigan

Seconded by Councillor Maki

**"THAT Administration request a financial statement from Regina Bittner-Rothbart to support her application to be considered as a not-for-profit when renting the Community Hall."**

**CARRIED**

**Lepsoe OPPOSED**

**#2017/05/23\_008**

**9. NEW BUSINESS**

< Councillor Lepsoe left the meeting at 4:42 p.m.>

**9.1 Sanitary Sewer Regulations Amendment Bylaw No. 839-2017**

Moved by Councillor Maki

Seconded by Councillor Scott

**"That Council give first, second, and third readings to the Village of Chase Sanitary Sewer Regulations Amendment Bylaw No. 839-2017."**

**CARRIED**

**#2017/05/23\_009**

< Councillor Lepsoe returned to the meeting at 4:43 p.m.>

**9.2 10<sup>th</sup> Annual Chase & District Kindergarten Health Fair**

Moved by Councillor Egely

Seconded by Councillor Scott

**"That Council approve a \$520 grant-in-aid to the 2017 Chase & District Kindergarten Health Fair event from the Community Hall grant in aid budget."**

**CARRIED**

**#2017/05/23\_010**

**9.3 Ska-Cheen Elders PowWow Society Grant-In-Aid Request**

Moved by Councillor Lepsoe

Seconded by Councillor Maki

**"That Council approve a \$250 grant-in-aid to the 2017 Ska-Cheen Elders PowWow Society's PowWow at the Neskonlith Arbour August 18th through 20th."**

**CARRIED**

**#2017/05/23\_011**

9.4 Golf Cart Pilot Project – Launch Event

Moved by Councillor Scott

Seconded by Councillor Egely

**“That Administration organize a Neighbourhood Golf Cart Launch Event one afternoon in the first week of June 2017, and coordinate around the availability of special guests responsible for championing the pilot project.”** CARRIED  
#2017/05/23\_012

9.5 Festival Society – Request for Tax Receipts for Donations

Moved by Councillor Maki

Seconded by Councillor Scott

**“THAT Council approves the issuance of tax receipts for minimum cash donations of \$50 to the Village of Chase that are earmarked for the 2017 Canada Day or 2017 Music on the Lake events.”** CARRIED  
#2017/05/23\_013

< Councillor Maki left the meeting at 5:00 p.m.>

9.6 Shuswap Tourism – Stakeholder’s Meeting

Moved by Mayor Berrigan

Seconded by Councillor Scott

**“That any costs associated with the Village’s official representative to the Shuswap Tourism stakeholder’s meeting be covered as per Council’s ADM-21, Expense Policy.”** CARRIED  
#2017/05/23\_014

9.7 Shuswap Tourism – Spring Networking Event

Moved by Councillor Scott

Seconded by Councillor Lepsoe

Ali Maki is the new manager at the Chase Chamber of Commerce.

**“That costs associated with any of Mayor or Councillor’s attendance at the May 24, 2017 Shuswap Tourism Spring Networking Event at Quaaout Lodge be covered as per Council’s ADM-21, Expense Policy.”** CARRIED  
#2017/05/23\_015

< Councillor Maki returned to the meeting at 5:04 p.m.>

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

Len McLean of 371 Juniper Street inquired about the possibility of having better communication protocols between the Village of Chase and the Ministry of Health. Mr. McLean was particularly interested in having more access to respite services. He knows that the system is currently broken because it forces people to relocate away from Chase because the services simply are not in place here.

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

None

12. **IN CAMERA**

Moved by Councillor Egely

Seconded by Councillor Scott

**“That Council recess to an In Camera meeting pursuant to Section 90 (1) of the Community Charter, paragraph (k) negotiations and related discussions respecting the proposed provision of a municipal service that is at a preliminary stage.”**

CARRIED  
#2017/05/23\_016

**13. ADJOURNMENT**

Moved by Councillor Egely

Seconded by Councillor Maki

**"That the May 23, 2017 Village of Chase Regular Council meeting be adjourned."**

**CARRIED**

**#2017/05/23\_017**

The meeting concluded at 5:15 p.m.

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Rick Berrigan, Mayor

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Sean O'Flaherty, Corporate Officer





# VILLAGE OF CHASE

## *Memorandum*

**Date:** June 9, 2017  
**To:** Mayor and Council  
**From:** CAO  
**RE:** Activities Report May 10 to June 9, 2017

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### Council Support

- Attendance at Council meetings, oversee agenda and minutes preparation, prepared reports for Council's consideration
- Regular meeting with Mayor to inform and share information relevant to Mayor and Council
- Meetings with Council members regarding various liaison positions and activities
- Maintain communications with Council and with the public on municipal matters
- Participated in meetings with Mayor, Council and Neskonlith Indian Band Chief and Council
- Attended open house held by property owner regarding proposed development

### Administration

- Overseeing various Fire Department matters
- Liaising with Corporate Officer, Manager of Public Works and Director of Financial Services regarding various administrative issues
- Attended TNRD Member Municipality Senior Management workshop
- Overseeing administrative requirements for Neighbourhood Golf Cart project
- Labour relations matters

Respectfully submitted,

  
Joni Heinrich, CAO



# VILLAGE OF CHASE

## Memorandum

**Date:** 2017 June 9  
**To:** Mayor and Council  
**From:** Sean O'Flaherty, Corporate Officer  
**RE:** Activities undertaken from May 6 to June 9, 2017

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- Preparation of Council meeting agendas and minutes
- Prepared Council reports and correspondence on various matters
- Responding to email and telephone inquiries
- Assisting staff with legislative and bylaw interpretations, and general support
- Prepared the Sunflower newsletter insert containing public service announcements and other general coming events
- Responded to several land use enquiries
- Liaised with the Building Inspector on zoning confirmation matters
- Reviewed all of Council's policies, completing a summary presentation for Council
- Met with Urban Systems to discuss our subdivision and servicing bylaw update
- Met with the local volleyball group about park use
- Frequent discussions with Chase DevCo regarding Whitfield construction
- Processed 3 Building Permits
- Processed 2 Development Variance Permits
- Processed 2 zoning amendment applications
- Processed 2 comfort letters
- Attended the Neighbourhood Golf Cart 'launch' event
- Administration of golf cart permitting process
- Performed pre-event walk-throughs of Community Hall events
- Attended the Planning Institute of BC annual conference in Prince George
- Attended In-Camera meetings May 9 and May 23
- Attended the Approving Officer workshop at LGMA in Penticton May 16
- Attended the TNRD member municipality manager's meeting May 25
- Met with Arbutus Fairways strata regarding a municipal service matter

### Bylaw Enforcement

- Bylaw is focused on a few property compliance files. Removed a derelict RV from public property in violation of Village bylaws.

### Dog Control

- Many barking dog complaints received. Animal Control Officer has been responding to these as well as regular patrols for dogs off-leash and patrolling parks

Respectfully submitted, Sean O'Flaherty

**VILLAGE OF CHASE**  
**Bylaw No. 839-2017**

A Bylaw to Amend the Village of Chase Sanitary Sewer Regulations Bylaw No. 750-2010

**WHEREAS** the Council of the Village of Chase has adopted the Village of Chase Sanitary Sewer Regulations Bylaw No. 750-2010;

**AND WHEREAS** The Council of the Village of Chase deems it desirable and expedient that owners be compelled to connect their buildings and structures to the sanitary sewer system;

**AND WHEREAS** The Council of the Village of Chase deems necessary to amend Bylaw No. 750-2010 to establish additional controls respecting the use of such system and to impose certain charges upon owners of properties benefiting from the opportunity to connect to a municipal sanitary sewer system;

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

This bylaw may be cited for all purposes as "Village of Chase Sanitary Sewer Regulations Amendment Bylaw No. 839-2017".

Section 3, Interpretations, is amended by adding the following definition:

*"'Building' means any structure used or intended to be used in supporting or sheltering any use or habitation and includes a mobile home or any structure containing plumbing.*

*"'Manager of Public Works' means the person holding the position of Manager of Public Works for the Village, or a person appointed to act in their place."*

Section 6 is amended by adding:

*"6.9 Any property up to two (2) hectares in area within the Village of Chase on which there is located a building, and which abuts upon any Village highway, right-of-way or easement in which there is now or hereafter located a sanitary sewer main, the owner is hereby required to connect that property directly to the Village sanitary sewer at the owner's expense, in accordance with the British Columbia Plumbing Code and this Bylaw within thirty (30) days after notice from the Public Works Manager, and otherwise within 18 months. In the event of any owner failing to make the required connections within the specified time, the Manager of Public Works shall complete the works at the expense of such owner and the cost of work shall be deemed to be a charge for the works completed and the provisions of the Community Charter for the collection of special fees, will apply.*

*It is further provided that such connection will be required within thirty (30) days of being provided notice from the Interior Health Authority, if, in the opinion of the Medical Health Officer, a nuisance or health hazard exists as a result of any building not being connected to the sanitary sewer. In the event of any owner failing to make the required*

*connections within the specified time, the Manager of Public Works shall complete the works at the expense of such owner and the cost of work shall be deemed to be a charge for the works completed and the provisions of the Community Charter for the collection of special fees, will apply.*

*All costs resulting from a required sanitary sewer connection shall become due and payable by the owner upon invoice. If the invoice is not paid prior to the end of the calendar year, the amounts outstanding will be transferred to the property tax account as arrears.*

- 6.10** *At such time that the Village Sanitary Sewer System becomes available to a property by abutting upon any Village highway, right-of-way or easement, and that property is serviced by a private sewage disposal system, the conditions of Section 6.9 of this bylaw shall apply. Any septic tank, cesspool, or similar facility shall then be abandoned and filled with sand or suitable material as approved by the Building Inspector."*

READ A FIRST TIME THIS **23 DAY OF MAY, 2017.**

READ A SECOND TIME THIS **23 DAY OF MAY, 2017.**

READ A THIRD TIME THIS **23 DAY OF MAY, 2017.**

ADOPTED DAY OF **,2017**

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Rick Berrigan, Mayor

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Sean O'Flaherty, Corporate Officer



## VILLAGE OF CHASE

### Memorandum

**Date:** 2017 June 9  
**To:** Mayor and Council  
**From:** Corporate Officer  
**RE:** Volleyball at Memorial Park

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At the May 9, 2017 Regular Meeting, Council authorized Mr. Bhambri's volleyball group to use Memorial Park weekdays except when the park is being used for Village sanctioned events on a trial basis until September 30, 2017.

The Village has subsequently received a letter of request from the Chase Volleyball group requesting the financial assistance of Council to fund their volleyball equipment. The letter includes quoted costs from an assortment of suppliers and the amount totals \$560.

Included with the request letter is a signed list of persons in support of the volleyball group's initiative. This list of signatories was based on the suggestion to Mr. Bhambri that knowing how many benefitting volleyball participants would be useful information. There are 14 names on the list.

There is \$9500 remaining in 2017 grant-in-aid budget.

#### Options:

- 1) Authorize a grant-in-aid for \$560 the Chase Volleyball group as requested.
- 2) Authorize a lesser grant-in-aid amount as a partial contribution towards their equipment costs.
- 3) The Village could purchase the equipment and allow groups use of that equipment.

Respectfully submitted,

  
\_\_\_\_\_  
Sean O'Flaherty

May 22, 2017  
Shubham Bhambri  
Unit 2 539 Cottonwood st  
Chase, BC V0E1M0

Mayor Rick Berrigan  
826 Okanagan Ave  
Chase, BC V0E1M0

Sub: Request for Grant-in-aid

Dear Mayor,

I am much obliged that you permitted for the construction of volleyball court. I am writing this letter in request to grant us the fundings for the costs. I have put together the costs for your information and following are the prices for the equipment required:-

Two poles - \$245  
Two ground sleeves - \$45  
Pole caps - \$40  
Net - \$30  
Labor(econospan) - \$200  
(for cutting and finishing the poles)

Total cost - \$560

Your help is greatly appreciated,

Sincerely,

Shubham Bhambri

RECEIVED  
Village of Chase

MAY 24 2017

Chief  
File  
Cenry  
Agenda

# PETITION TO THE COUNCIL OF THE VILLAGE OF CHASE

BY SIGNING this Petition, I (we), kindly request the Village Council support our volleyball group.

Date	Signature or Petitioner	PRINT Name of Petitioner(s)	Municipal Address
May 24		Shantessa Eddott	Unit 1, 539 Cottonwood
May 24		Shylzme Jenuer	Unit 4, 539 Cottonwood
May 24		Dante Janvier	Unit 4, 539 Cottonwood
May 24		Blake Helgasan	Unit 4, 539 Cottonwood
May 30		Michael Davis	1093 Thompson Ave
May 30		AGYALAL SINGH	Unit - 3, 539 Cottonwood
May 30		Natalie Tuel	Unit - 7 539 Cottonwood Ave.
May 30		Mina Van Belois	Unit - 7 539 Cottonwood Ave.
May 30		Aleshia Huls	1229 Bay Drive
May 30		Leanne Beck	22-1214 Okanagan Ave
May 30		Wendy Van Belois	228 A Brooke D.
May 30		Grant Lacombe	718 Shuswap Ave
May 30		Zach Willard	& 1/
May 30		LAURAL LEWIS	1009 OKANAGAN AVE

RECEIVED  
Village of Chase

MAY 31 2017

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RECEIVED  
Village of Chase

JUN -2 2017

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PO Box 986  
813 Okanagan Avenue  
Chase, BC V0E 1M0

31 May 2017

Mayor Rick Berrigan

Copied to Members of Council  
Village of Chase

*Deliver by Hand*

Further re the Chase Museum

In that we were away when council dealt with our previous letter regarding the Chase Museum, we read with interest a report in the Chase Sunflower Council Highlights stating that insurance and repairs were being covered by the village—and presumably nothing further was discussed around the topic.

Maintaining a valuable community asset, which was acquired at a “fire sale” price (literally) and which has most certainly increased in worth, is undoubtedly in order, indeed, is a fiscal necessity. As mentioned in our March missive, as a year-round tourist attraction and a vital storehouse of area history, the museum possesses an inherent value which goes beyond its real estate and structures.

Dependable financial assistance, in even a modest amount for programming, exhibits, and outreach, that is part of the annual village budget would be an investment that would pay dividends, both actual and figurative.

Begs the question, what is the vision of council as to the future of this gem of a museum?

Many thanks,



Carolyn Parks Mintz





## *VILLAGE OF CHASE*

### *Memorandum*

**Date:** June 13, 2017  
**To:** Mayor and Council  
**From:** CAO  
**RE:** Fortis BC Community Giving Grants

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Each year, Fortis BC accepts applications from Local Governments for \$15,000 grants from the Fortis BC Community Giving program. In 2017, applications are required to be submitted by July 14, 2017, and winners are announced at the annual UBCM conference.

#### Community Giving/Investment Guidelines

Funding considerations are based on the following:

- Main focus is to support stronger, healthier BC communities
- Non-profit charity or organizations in communities are eligible to be nominated
- Categories for funding include:
  - Safety – promoting natural gas and electrical safety, personal safety and accident avoidance
  - Education – projects that promote natural gas and electrical trades, literacy and leadership
  - Environment – project that directly benefit the environment
  - Aboriginal initiatives - Projects that meet the unique needs of Aboriginal communities

#### Limitations/Exclusions

Organizations/initiatives normally funded through any level of government, churches or other religious organizations, fraternal or labour organizations, projects outside the Fortis BC service areas or parent advisory councils are not eligible.

Council is being asked to give consideration to this program and submit ideas to Administration – Administration will collate ideas and report to Council for ultimate decision at the June 27, 2017 Council meeting.

Respectfully submitted,

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**NATURAL GAS**

**ELECTRICITY**

*Ask your question here.*

**Account Login**



### 2017 Application Form

FortisBC invests in a variety of community initiatives that support stronger, healthier B.C. communities. Elected officials across our service territory are invited to nominate a local non-profit charity or organization in your community for the chance to receive community giving funding. Please complete the following [application form](#) and submit before July 14, 2017.

The 2017 Community Giving recipients will be announced at the Union of B.C. Municipalities (UBCM) Convention in Vancouver in September.

### 2016 Community Giving

At the 2016 UBCM Convention, we announced our latest community giving recipients, each of which received \$15,000. Learn more about the three finalists.

[North Shore Neighbourhood House](#) is a charitable organization that has been serving the North Shore community in Vancouver since 1939. The house values and promotes cooperation, respect and empowerment through the provision of programs and services designed to meet the needs of individuals and the community as a whole. The Edible Garden Project, for example, creates food gardens that bring people together to build community, teach new skills, and share fresh high quality produce with those most in need in the North Shore community. The FortisBC investment will be used to install water saving drip irrigation in the educational food gardens in North Shore Neighbourhood House child care centres and Sharing Gardens. The gardens provide a place for children and adults from across the North Shore to gather and learn about the local environment, how to grow food, develop leadership skills and build strong community connections.

[Trail Historical Society](#) operates the Trail City Archives, the Sports Hall of Memories and the Trail Museum. The society aims to run an integrated cultural and heritage centre with a museum and archives that actively preserves local history and engage community residents and visitors in the pursuit of knowledge, appreciation and understanding of local and regional history. The Trail & District Public Library is a separate non-profit organization aimed at providing information and resources to the public in a warm, welcoming and accessible physical space for meeting and interacting with others. FortisBC's investment will be distributed between these two organizations to purchase furniture, fixtures, equipment and exhibits for a new integrated library/museum space at Riverfront Centre, which is slated for construction fall 2016.

Sooke Community Association and Community Hall was built by volunteers in 1937. Since then, it has been a place for more than a dozen different community groups throughout Sooke and the Juan de Fuca area on Vancouver Island. Groups such as Sooke Seniors, Lions Group, Loan Cupboard, Food Bank, Sooke Fall Fair and more are able to rent this community space at reduced rates. In some cases, depending on the availability of resources, organizations may be eligible to access the community space free of cost. FortisBC's investment will contribute to a much needed replacement of the community hall's existing natural gas furnace. This upgrade will increase the hall's comfort and usability, while allowing it to operate more environmentally responsibly and efficiently.

Learn more about the winners in this video:





# VILLAGE OF CHASE

## Memorandum

**Date:** June 7, 2017  
**To:** Mayor and Council  
**From:** CAO  
**RE:** Funding Applications – Gas Tax – Strategic Priorities Fund

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Administration has applied for funds under the Strategic Priorities Fund program of the Gas Tax Funding Initiative for the following projects:

### Sewer Treatment Plant – Headworks Upgrade

As Council is aware, while this component was intended to be included in the current upgrades to the Village's Sewer Treatment Plant upgrade project, due to costs and funding available the headworks and a few other components had to be removed from the current project. Funding has been requested through the Gas Tax Strategic Priorities Capital Fund program to install:

- Chemical dosing pumps as part of the effluent filtration (component that filters suspended solids from entering Rapid infiltration basins)
- Influent screen and macerator to reduce the overall amount of non-biological solids entering the lagoons, reducing the need for desludging and other longer term maintenance
- Installation of a third blower and install variable frequency drives for all aeration blowers to reduce energy consumption

This project will cost approximately \$1,506,000 – 99% funding has been requested (\$1,481,000) as there is a small amount of funding still available in the Village's sewer reserve to contribute to the project.

### Community Hall Exterior Protective Cladding Project

The Community Hall is experiencing water leakage and it has been determined that the roofline design has contributed to leakage through compromised areas of the exterior stucco. Protective Hardieplank cladding on all sides of the building will ensure the interior is protected and does not succumb to deterioration.

Funding has been requested to cover the costs of the project which is estimated at \$85,800.

### Official Community Plan Review

The Village's Community Plan was last reviewed/updated in 2002. Up until several years ago, as little development was occurring in Chase, the Official Community Plan has been adequate in providing guidance to Council, staff and the public. Since there has been more development occurring in the past couple of years and additional development is proposed in and around Chase, it is prudent for Council to engage the community in a review of the Official Community Plan. A review with current community members will ensure that future growth and characteristics that the community cherishes are provided for in this important document.

\$45,000 has been requested to conduct this review.

A council resolution is required for each of the applications, and resolutions are permitted to be provided to the funding entity after the deadline for funding applications has passed.

### **RECOMMENDATIONS**

1. That Council support the application for funding through the Gas Tax Strategic Priorities Capital Fund for Sewer Treatment Plant Efficacy Enhancements in the amount of \$1,481,000.
2. That Council support the application for funding through the Gas Tax Strategic Priorities Capital Fund for Community Hall Exterior Protective Cladding Project in the amount of \$85,800.
3. That Council support the application for funding through the Gas Tax Strategic Priorities Capacity Building Fund for Official Community Plan review in the amount of \$45,000.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Joni Heinrich", is written over a horizontal line.



## VILLAGE OF CHASE

### Memorandum

**Date:** June 9, 2017  
**To:** Mayor and Council  
**From:** CAO  
**RE:** Creekside Seniors' Lease of Premises at 542 Shuswap Avenue

---

The lease between the Village of Chase and the Creekside Seniors is a ten year lease that expires December 31, 2018.

Attached is a letter from the Creekside seniors requesting Council consider a renewal of the lease to provide for at least 5 full years remaining on the lease as of 2017. The seniors wish to apply for funding to provide for some improvements on the building, and some of the funders require that at least 5 years be left on any lease agreement in such cases where the premises are not owned by the funding applicant. They are also requesting that the new lease agreement have a renewal clause for future renewals based on mutual consent of both parties.

Administration is suggesting that because:

- The original lease had a ten year term; and
- Creekside Seniors has been and continues to be a responsible organization; and
- Creekside Seniors is anticipated to exist and continue to be very active for many years into the future;

Council consider cancelling the existing lease and approve a new ten year lease with the same conditions.

#### RECOMMENDATION

**"That Council cancel the existing lease with the Creekside Seniors for 542 Shuswap Avenue effective June 13, 2017 and approve a new lease with the same conditions and the additional of a renewal clause for future renewals, effective June 14, 2017 expiring June 13, 2027."**

Respectfully submitted,



Chase Creekside Seniors Organization  
542 Shuswap Avenue  
Box 34  
Chase, B.C. V0E 1M0

June 1, 2017.

Dear Village Council:

The Creekside Seniors Org. wish to apply for a grant in order to do some much needed renovations on the front porch and entrance to our hall. In order to get a grant we need to have the assurance of a renewal of our lease for at least 5 years. Another stipulation, also needed is proof of a maintenance and up keep agreement.

Thank you very much for your consideration

Sincerely

Betty Groshard, Sec.



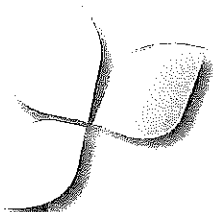
Now and Tomorrow

Excellence in Everything We Do



## New Horizons for Seniors Program

*Engaging Seniors, Strengthening Communities*



### Application Checklist

In order for your Application for Funding to be eligible, you are required to submit your application, including all the required documents, in one complete package (postmarked) by the closing date of the Call for Proposals.

When completing your application, you must consult the **NSHP Applicant Guide** for detailed requirements and additional notes for each item in this checklist.

#### All applications must include:

- ☐ A list of names and phone numbers of the members of your organization's board of directors (governing body).
  - If an ad-hoc committee, also include the addresses.
- ☐ A minimum of one letter showing community support for your project.
- ☐ Letter(s) from your project partner(s) confirming their involvement, if applicable (e.g. a school supporting tutoring program).

- ☐ Proof of your organization's type, legal status and governance structure, including:
  - ☐ A document from the Canada Revenue Agency (CRA) that includes your organization's business or registration number with the CRA;
  - ☐ If incorporated, a copy of one of the following is required: letters of patent, articles of incorporation, certificate of incorporation, memorandum of association, your rules, by-laws, or constitution;
  - ☐ If not incorporated, include a copy of your rules, by-laws, council resolutions, or constitution;
- ☐ Aboriginal organizations that are part of a band must include a copy of a Band Council Resolution (BCR) or any other permission required.

#### Applications for renovation or retrofit activities:

- ☐ If you are the owner of the premises, or land, where your organization operates, you must also provide proof of building ownership (i.e. property tax bill, property assessment notice, purchase agreement). (Note that construction work for a private home or dwelling is not eligible.)



☐ If you rent the premises (NOT the owner) you must also include:

- A copy of your lease agreement or letter of understanding with at least a five-year lease period remaining, including details of the maintenance and upkeep agreement.
- If the responsibility for renovations or retrofit lies with the renter, a letter of consent from the owner confirming his agreement with the proposed renovation or repair must be included with the application for funding.

### Important notes

- All letters of support, partnership and consent should include the name, position title and signature of the writer, the organization name, address and phone number, and the date. The letter(s) should be written on the organization's letterhead, if applicable.
- At least three external estimates for each activity of the proposed project are required from three separate contractors (for projects with a total cost of less than \$5,000, one external estimate is sufficient), or a rationale why three estimates cannot be provided and how project costs were calculated.
- Ensure project activities comply with laws and regulations. For example, does the building code require a permit or certified tradesperson to do plumbing renovations? If the work is completed by

a plumber whose certification has expired, will insurance cover damages caused if a pipe bursts during the renovation?

- If your organization uses a facility that is rented by another entity, the entity renting the facility must submit the application. In this case, a partnership letter will be required to demonstrate how the entity is working with the seniors' group to offer activities to seniors.

For example:

- The Seniors Club is renting a community centre, which is owned by the municipality and also used by the Lions Club on occasion.
- The Seniors Club asked the Lions Club to complete the application on their behalf since the Lions Club has more experience completing applications for funding programs.
- In this case, the application must be submitted in the name of the Seniors Club since they have the lease and the proposed activities are mainly for their own benefit.

**Note:** Once submitted, your application for funding will be considered as final and changes to the project activities will not be allowed.

### More information

For information on the New Horizons for Seniors Program, visit [Canada.ca/funding-new-horizons-seniors-community](http://Canada.ca/funding-new-horizons-seniors-community) or call **1-800-277-9914** and select "0".

### New Horizons for Seniors Program – Building a Partnership

This publication is available for download at [canada.ca/publiccentre-ESDC](http://canada.ca/publiccentre-ESDC)

It is also available upon request in multiple formats (large print, Braille, audio cassette, audio CD, e-text diskette, e-text CD, or DAISY), by contacting 1 800 O-Canada (1-800-622-6232). By teletypewriter (TTY), call 1-800-926-9105.

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## MEMORANDUM OF AGREEMENT

**BETWEEN:**

**THE VILLAGE OF CHASE**  
826 Okanagan Avenue  
CHASE, BRITISH COLUMBIA  
V0E 1M0

Of the First Part

and

**Chase Creekside Seniors Organization**  
PO Box 34  
542 Shuswap Avenue  
Chase, B.C.  
V0E 1M0

Of the Second Part

**RE: LEASE BUILDING LOCATED AT 542 Shuswap Avenue**  
Parcel Y, Block A, District Lot 517, Plan 514

**DATE OF AGREEMENT:** March 10, 2008

**TERM:** January 1<sup>st</sup>, 2008 to December 31<sup>st</sup>, 2018

**MEMORANDUM OF AGREEMENT** Made this       day of       , A.D., 200\_\_\_\_

**BETWEEN:**

**THE VILLAGE OF CHASE**  
a municipal corporation incorporated under  
The Local Government Act  
and having its office at the Village of Chase  
(hereinafter referred to as the "Lessor")

OF THE FIRST PART

and

**Chase Creekside Seniors Organization**

(hereinafter referred to as the "Lessee")

OF THE SECOND PART

WHEREAS the Village holds a Lease of the lands situated in the Village of Chase, in the Province of British Columbia, and more particularly described as:

Parcel Y  
Lot 517  
Block A  
Plan 514

(hereinafter referred to as "the Property");

WHEREAS the Lessee is desirous of leasing the Property for the purpose of operating a business involving the facilitation and operation of a not-for-profit organization, meetings and events associated with the organization; and

WHEREAS the Lessee has agreed to lease the Property for the term of ten (10) year(s) subject to the terms, covenants, conditions and agreements hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. TERM

- 1.1 The Lessor does hereby lease to the Lessee the Property as above described to be held by the Lessee, as tenant, for the term from and including the 1<sup>st</sup> day of January, 2008 to and including the 31<sup>st</sup> day of December 2018 subject to the covenants, terms and conditions hereinafter set forth and which the Lessor and the Lessee agree to observe and perform as the same may be applicable to each of them respectively.
- 1.2 This lease agreement may be amended by mutual consent of the parties hereto.
- 1.3 This lease agreement may be terminated by either of the parties hereto giving to the other not less than ninety (90) days written notice of the intention to terminate.

2. RENT

- 2.1 The Lessee covenants and agrees to pay to the Lessor the sum of One Dollar (\$1.00) per annum, payable by the 1<sup>st</sup> day of January of each year, commencing on the first day of January, 2008.

3. UTILITIES

- 3.1 The Lessee shall be responsible for arranging for and paying for all utility services required on the Property, including electricity, natural gas, water and sewer, and refuse.

4. USE OF LAND

- 4.1 The Property shall be used continuously throughout the Term for purposes relating to the Lessee's business, as described in the preamble hereof, and for no other use. The Lessee shall not carry on nor permit to be carried on in the

Property, any other trade or business without the prior written consent of the Lessor, which consent may be unreasonably withheld.

5. CONDITION OF PREMISES

- 5.1 The Lessee stipulates, represents and warrants that the Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. IMPROVEMENTS, ALTERATIONS, FIXTURES

- 6.1 If the Lessee desires to make, erect or install any improvements, alterations or fixtures other than those described in Section 5 hereof, the Lessee shall obtain prior written consent from the Lessor. Any and all alterations, changes, fixtures and/or improvements built, constructed or placed on the property by the Lessee shall, unless otherwise provided by written agreement between the Lessor and Lessee, be and become the property of the Lessor and remain on the property at the expiration or earlier termination of this Lease.

7. INSURANCE

- 7.1 The Lessee shall throughout the Term and during any other time the Lessee occupies the Property or a part thereof, at its sole cost and expense, take out and keep in full force and effect, the following insurance:
- (a) "all risks" insurance upon property of every kind and description owned by the Lessee, or for which the Lessee is legally liable, or installed by or on behalf of the Lessee and which is located upon the Property, in an amount not less than the full replacement cost thereof;
  - (b) standard owner's form automobile policy providing not less than third party liability insurance with \$2,000,000 inclusive limits and accident benefits coverage where compulsory by law, covering all licensed vehicles owned or operated by or on behalf of the Lessee;

- (c) any other form of insurance as the Lessee or Lessor may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent Lessee under similar circumstances would insure; and
- (d) comprehensive general liability insurance with inclusive limits of not less than \$2,000,000.

7.2 The Lessee shall ensure that all insurance coverage maintained by the Lessee in accordance with this Agreement shall name the Lessor and any other party designated by the Lessor as an additional insured, contain a severability of interest or cross liability clause, a waiver of any subrogation rights which the Lessee's insurers may have against the Lessor and a clause stating that the Lessee's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the Lessor. It shall provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the Lessor. The Lessee shall, upon request of the Lessor, furnish written documentation, satisfactory to the Lessor, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Lessee as set forth herein shall be borne by the Lessee.

7.3 The Lessor will take out and keep in full force and effect throughout the Term, with responsible insurance companies and in amounts that would be carried by a prudent owner, the following:

- (a) "all risk" insurance on the real and personal property of the Lessor comprising and incidental to the Property, but specifically excluding any property with respect to which the Lessee is obligated to insure pursuant to Section 7.1; and
- (b) such other forms of insurance as the Lessor or its mortgagee may reasonably consider advisable from time to time.

Notwithstanding any contribution by the Lessee to the cost of insurance premiums provided herein, the Lessee acknowledges and agrees that no insurable interest is conferred upon the Lessee under any policies of insurance carried by the Lessor and the Lessee has no right to receive any proceeds of any such insurance policies carried by the Lessor.

8. INDEMNITY

- 8.1 The Lessee will indemnify the Lessor and save it harmless from and against any and all claims, actions, damages, liabilities and expenses including lawyer's and other professional fees, in connection with loss of life, personal injury, damage to property, and/or any other loss or injury whatsoever arising from or out of the occupancy or use by the Lessor of the Property occasioned wholly or in part by any act or omission of the Lessor, its officers, agents, contractors, employees, sublessees, licensees, concessionaires or by anyone permitted by the Lessor to be on the Property. This Section 8.1 shall survive the termination of the Lease. In the event that both the Lessor and Lessee have claims to be indemnified under any insurance, the indemnity shall be applied first to the settlement of the claim of the Lessor and the balance to the settlement of the claim of the Lessee.

9. COMPLIANCE WITH LAWS

- 9.1 The Lessee will promptly comply with and conform to the requirements of every applicable law, by-law, regulation, ordinance and orders at any time or from time to time in force during the Term affecting the Property or the machinery, equipment and other facilities located in the Property.
- 9.2 The Lessor will promptly comply with and conform to all applicable statutes, laws, by-laws, regulations, ordinances and orders at any time or from time to time in force during the Term affecting the Property.

10. HAZARDOUS SUBSTANCES

- 10.1 The Lessee represents, covenants and warrants to and in favour of the Lessor that:
- (a) it shall not allow any Hazardous Substance to be placed, held, located or disposed of on, under or at the Property without the prior written consent of the Lessor which consent may be arbitrarily or unreasonably withheld;
  - (b) it shall not allow the Property to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the use, storage, disposal and emission of Hazardous Substances;

- (c) it shall be responsible for the costs of repair, clean-up or restoration paid by the Lessor and any fines levied against the Lessee, which at any time or from time to time may be paid, incurred or asserted against the Lessor, as to a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances from the Property either onto any property (including the Lands), into the atmosphere or into any water. This indemnification shall survive the expiration of the Term of the Lease and the termination of the Lease for the Lease for whatever cause or any renewal of the Lease.

11. SIGNS

- 11.1 Any signs placed by the Lessee in or around the Property shall be first approved in writing by the Lessor, such approval is not to be unreasonably withheld. The maintenance and repair of any facade signs relating to the Lessee shall be the Lessee's responsibility.

12. MAINTENANCE

- 12.1 The Lessee, at its own expense, shall maintain and keep the premises and every part thereof in good order and condition as a careful tenant would do, and promptly make all repairs and replacements that are subject to ordinary wear and tear.
- 12.2 The Lessee shall give to the Lessor prompt notice of any accident or of any damage or injury to the Property or to any person thereon howsoever caused, provided that nothing herein shall be construed so as to require repairs to be made by the Lessor except as expressly provided in this Lease.

13. ASSIGNMENT AND SUBLETTING

- 13.1 The Lessee will not assign this Lease in whole or in part, nor sublet all or any part of the Property, nor mortgage by either specific or floating charge or encumber in any way whatsoever this Lease or the Property or any part thereof, without the prior written consent of the Lessor in each instance, which consent will not be unreasonably withheld. No such assignment, sublease, occupancy or collection will be deemed a waiver of the requirements of the Section 13.1, nor the further performance by the Lessee of its covenants herein contained. Notwithstanding an assignment or sublease, the Lessee will remain fully liable on this Lease and will not be released from performing the terms, covenants and conditions of this Lease, and any breach by any

assignee/sublessee of any term or condition of this Lease or its respective assignment or sublease agreement shall constitute a breach under this Lease and the Lessor shall have all remedies available to it under this Lease. If the Lessor consents to an assignment of this Lease or a subletting of the Property, the Lessor's standard consent document then in use will be prepared by the Lessor or its solicitors and all the Lessor's costs with respect thereto will be borne by the Lessee.

#### 14. DEFAULT OF LEASE

- 14.1 The Lessee shall fall into default under this lease agreement upon being in arrears of any payment of rent or in the omission or commission of any requirement or prohibition stated in this lease agreement.
- 14.2 If the Lessee falls into default under any provisions of this lease agreement, the then current month's rent and the remainder of the term shall immediately become due and payable and at the option of the Lessor, the term of this lease agreement may immediately become forfeited and void, and in such case it shall be lawful for the Lessors to enter into possession of the Property.
- 14.3 If the Lessee abandons the Property or is deemed to have abandoned the Property the Lessor may enter into possession to protect its interest but such entry shall not in itself be deemed to terminate this lease agreement provided, however, that the Lessor may re-let the demised premises or any part thereof either in the name of the Lessee or otherwise for a term or terms which may, if the Lessee chooses, be less or greater than the period which otherwise had constituted the balance of the term of this lease agreement and may grant reasonable concessions in connection therewith; and the Lessee shall also be liable to pay to the Lessor any damage which the Lessor may sustain by reason of the Lessee's default.

#### 15. GENERAL

- 15.1 Provided that the Lessee pays the rental and other payments herein and otherwise observes the covenants herein, the Lessee shall have the quiet enjoyment of the Property.
- 15.2 Notices  
A notice, demand, request, consent or other instrument required or permitted to be given under this Lease shall be in writing and shall be given and deemed to have been sufficiently given if personally delivered or mailed by registered mail, postage paid, addressed:



To the Lessor at:

Chase Creekside Seniors Organization  
PO Box 34  
Chase, B.C.  
V0E 1M0

To the Lessee at:

Village of Chase  
826 Okanagan Avenue  
Chase, British Columbia  
V0E 1M0

or to such other address as each party may from time to time direct in writing. A Notice shall be conclusively deemed to have been received by the addressee on the date received when served by hand or two (2) days after the same has been mailed in a prepaid envelope by single registered mail.

15.3 Captions

The captions in bold face for clauses of this Lease are for convenience only and are not to be considered a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

15.4 Time of the Essence

Time shall be of the essence for this Lease and for each and every part hereof.

15.5 This lease agreement is binding upon the parties hereto, their respective heirs, successors, trustees, and administrators, but is not otherwise assignable except as provided for herein.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date specified on Page 1 hereto.

**VILLAGE OF CHASE**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

(c/s)

**Chase Creekside Seniors Organization**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

(c/s)



## VILLAGE OF CHASE

### Memorandum

**Date:** 2017 June 9  
**To:** Mayor and Council  
**From:** Corporate Officer  
**RE:** Vetran Road Renaming

---

Vetran Road is completely located within the municipality of Chase. At the municipal boundary the road officially becomes VLA Road. This single road with two different names has caused numerous hardships for residents for many years. There are various accounts of errant ambulances and other assorted emergency vehicles having difficulties in locating Vetran Road properties. There are numerous other less serious wayfinding stories.

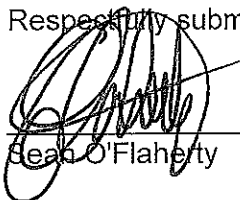
24 affected properties represented by 19 owners on Vetran Road have signed a petition for Council's consideration for changing the road name from "Vetran Road" to "VLA Road". 16 of the signatories reside in Drake's Landing. The total number of possible affected properties is 33.

Village Council is the authority for naming roads within municipal boundaries.

#### Options:

- 1) That Council rename Vetran Road to VLA Road.
- 2) Do not rename Vetran Road.

Respectfully submitted,

  
\_\_\_\_\_  
Sean O'Flaherty



2017

PETITION TO THE COUNCIL OF THE VILLAGE OF CHASE TO RENAME VETLAN ROAD TO VLA ROAD

Pursuant to section 39 of the *Community Charter*, the undersigned owners of land in the vicinity of Vetran Road in the Village of Chase, petition the Council to rename Vetran Road to VLA Road. We understand that this will be a benefit to 911 services and to all travelers trying to navigate their way to various properties.

The existing road names are as per the drawing attached to this Petition as Schedule A.

The undersigned owners understand they are responsible for any miscellaneous costs associated with renaming of the road due to address change requirements.

BY SIGNING this Petition, I (we), as owner(s) of the parcel(s) of land identified below, hereby petition the Village to rename Vetran Road to VLA Road.

Date	Signature of Owner(s) (Petitioner)	PRINT Name of Petitioner(s)	Municipal Address	Legal Description of Property
May 9/18	<i>[Signature]</i>	Pete de Sousa	108-455 VLA Rd	
May 9/17	<i>[Signature]</i>	LEE FINEGAN	111-455 VLA RD	
MAY 9/17	<i>[Signature]</i>	LEO IMAI	109-455 VLA RD	
May 9/17	<i>[Signature]</i>	Stacy Gier	107-455 VLA Rd.	
May 9/17	<i>[Signature]</i>	Judy Miner	105-455 VLA Rd.	
May 9/17	<i>[Signature]</i>	Drew Blain	104-455 VLA Rd.	
May 9/17	<i>[Signature]</i>	GREG EVANS	115-455	
MAY 9 2017	<i>[Signature]</i>	ROY NELSON	114-455	
May 9 27	<i>[Signature]</i>	Shelly Amies	113-455	VLA RD
May 9/17	<i>[Signature]</i>	FRED PLATTBEE	117-455	
May 9/17	<i>[Signature]</i>	Michelle Cerlm	119-455	
May 9/17	<i>[Signature]</i>	John Kaay.	121-455	
MAY 9/17	<i>[Signature]</i>	KEV SCHWARTZ	118-455	VLA RD
MAY 9/17	<i>[Signature]</i>	JIM MARKIN	112-455	VLA RD
MAY 10	<i>[Signature]</i>	Scott Ben	106-455	VLA RD.

May 10 *[Signature]* #102. 455 VLA RD.

May 23 *[Signature]* Velda Prescott 444 VLA Rd.  
443 VLA Rd.

Selinc. Knorr 420 VLA Rd

SK

Date

05/11/17



Dan Nelson 464/468/460/434 VLA RD



## VILLAGE OF CHASE

### Memorandum

**Date:** 2017 June 9  
**To:** Mayor and Council  
**From:** Corporate Officer  
**RE:** Subdivision and Development Bylaw

---

The Village's Subdivision and Development Bylaw 168, 1978 has been independently reviewed by the Village's consultant who has prepared a feasibility study on the existing bylaw and has provide some options and recommendations for replacing the 40 year old bylaw.

There is \$25,000 in the budget for this purpose.

#### Options:

- 1) Improve draft bylaw 758-2010 with the latest industry standards. This is the recommended option.
- 2) Create a new bylaw based on the Master Municipal Construction Documents design standards.
- 3) Prepare a brand new bylaw.
- 4) Do not update the bylaw.

#### RECOMMENDATION

**"That Administration be directed to prepare a bylaw based on the draft Subdivision and Development Servicing Bylaw No. 758-2010, as updated with the latest industry standards, to produce a replacement for Subdivision Control Bylaw No.168-1978."**

Respectfully submitted,

  
\_\_\_\_\_  
Sean O'Flaherty



# MEMORANDUM



**Date:** May 05, 2017  
**To:** Sean O'Flaherty, Corporate Officer  
**From:** Mark Hall and Katrin Saxty  
**File:** 0511.0034.01  
**Subject:** Subdivision and Development Bylaw – Feasibility Report

## 1.0 Introduction/Background

---

The current Village of Chase Subdivision Control Bylaw No. 168 (SCB) was written in 1978. There have been three amendments to the SCB in 1981, 1989 and 1993. The SCB was consolidated for convenience in 2002. In addition to the SCB, the Village of Chase references:

- The Servicing Standards Manual (SSM), which details some of the Village's Specifications and Servicing requirements. It appears that the SSM is meant to augment the current SCB.
- The draft Subdivision and Development Servicing Bylaw (SDSB) No. 758, 2010. The draft bylaw was provided to the Village in early 2011, but we understand that the bylaw was not adopted. It is not clear why the draft SDSB was not adopted, or if the Village plans to update the Draft SDSB or replace it.

It is understood from discussions with Village staff that Chase intends to determine a way forward that will provide them with a cost effective SDSB that will be used for future development within the community. In order to take stock of the existing documents that the Village have at hand and determine options to move forward the Village wants to complete a feasibility report to address the following:

- A current state analysis of the consolidated 2002 SCB and the draft 2010 SDSB;
- Strategy for incorporating current industry standards into a new SDSB; and
- A budget range to develop a new SDSB.

This memorandum acts as the feasibility report and it incorporates the items above.

## 2.0 Existing SCB – Current State Analysis

---

A local government's SDSB is an important bylaw that sets the direction for design and construction of infrastructure by developers. This bylaw is an important interface between a local government and developers, and it should reflect current industry standards and best practices to limit risk to the local government. The Village of Chase currently references a SCB that is almost 40 years old and does not reflect current best practices. In addition, the SSM does not appear to be referenced correctly in the SCB.

The current SCB was written in 1978 and it has three amendments as indicated above. These amendments are listed in the front of the document. The SCB appears to be a combination of regulations and



**MEMORANDUM**

Date: May 05, 2017  
File: 0511.0034.01  
Subject: Subdivision and Development Bylaw – Feasibility Report  
Page: 2 of 11



specifications within the specific divisions. Some of the specifications are listed in the Divisions as well as the Schedules.

The SCB was adopted in 1978, and many municipalities in the province of British Columbia have since adopted the Master Municipal Construction Documents (MMCD) as the foundation for design guidelines, engineering standards, construction specifications and contract documents. The MMCD was originally developed in January 1996 and there is further discussion on the MMCD in subsequent sections of this memorandum. It is important to note that if the MMCD is considered to be used to form a part of the new SDSB, only the sections of MMCD that refer to the specifications should be referenced. The contractual sections (Payment Clauses and General Conditions) should not be referenced as part of the new SDSB.

The Village may want to consider arranging the new SDSB into the following sections:

**Front-End**

- Deals specifically with administration, service requirements and enforcement.

**Schedules**

- Inform the reader on specific design considerations based on certain categories (roads, water, sanitary etc.).

**Appendices**

- Contain the most current amendments to standard details and specifications (MMCD).

In addition to the items above, the following was noted while reviewing the current SCB from a planning and engineering perspective:

***Division 1 Preamble***

- Consider adding a reference to the Master Municipal Construction Document.
- Consider updating the title of Division 1.

***Division 2 Definitions***

- Some of the definitions may be out of date.
- The definitions appear to refer to all Sections of the SCB rather than just the front end. It may make sense to put the appropriate definitions in the pertinent bylaw Schedules e.g. street definitions to be put in the Schedule that refers to street requirements.

## MEMORANDUM

Date: May 05, 2017  
File: 0511.0034.01  
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- Additional definitions should be added that relate specifically to the front end of the document. Some examples include development, excess or extended services, warranty security, works and services, works and services agreement, etc.

### ***Division 3 - 6***

- Consider breaking these divisions into Sections that speak to:
  - Servicing requirements, connections to community systems (water, sewer and storm), general provisions and enforcement of the bylaw.
- Prepare Schedules for each required task (roads, water, sanitary, streetlights etc.).
- Refer to Schedules for specific requirements.

### ***Schedules A-D***

In general, these sections should all be updated to reflect current standards and practices. The MMCD should be the foundation for engineering & design guidelines, construction standards and standard drawings. The Village can amend design guidelines and add supplemental general conditions and specifications as needed. This approach still requires a significant effort from Village to write a new SDSB that works for their particular situation and addresses their specific needs.

In general, the date of the current SCB and relevance to current standards along with the structure and format of the document creates ambiguity and confusion for the reader or applicant. This can lead to increased liability and potential litigation risk for the Village.

## **3.0 Draft SDSB – Current State Analysis**

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In addition to reviewing the 1978 SCB, Urban Systems reviewed a draft version of the SDSB No. 758, 2010, which has not been adopted by the Village. A quick review through this updated draft bylaw resulted in the following considerations:

### **Front End (Sections 1-9)**

- While the new definitions section is much more robust than the 1978 version, it would benefit from additional clarity. For example, some definitions in essence contain two terms, which can mean quite different things. In addition, the definitions should be reviewed to ensure that they are contained within the SDSB itself.
- A number of different terms are used to designate the Authority Having Jurisdiction (Supervisor of Works, Approving Officer, Village of Chase, Chief Administrative Officer); it may be prudent to either note that the terms are synonymous or use one term throughout the document that refers to the Authority Having Jurisdiction.



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- The administration section of the SDSB appears to be missing a few standard clauses, such as standards of measures and approved products.
- The SDSB contains various procedural components. In our experience, and in conjunction with legal counsel, the SDSB should not contain procedural components – these are best suited to a Development Procedures System, which is often developed either in conjunction with a SDSB, or immediately thereafter.
- The various requirements contained within the bylaw (for example, geotechnical slope stability, traffic impact analysis, off-site utilities impact analysis etc.) would be better located and described within a Development Procedures System.
- The SDSB contains a number of discretionary components. A question for the Village of Chase to consider is how much discretion does it want the new SDSB to contain? Does the Village of Chase want the Approving Officer to have discretion, or should any considerations for discretion always be brought before Council? A SDSB can be written to limit discretion or to encourage it. Often local governments desire bylaws with minimal discretion, as it reduces the grey areas and provides for a more transparent and consistent process. Minimizing discretion removes pressure from the Approving Officer to make adjustments due to requests from developers. That being said, there are times when discretion would be beneficial. Regardless, an applicant is always able to apply for a variance or to come before Council.
- The SDSB contains the various fees associated with subdivision and development. These fees would most likely be better suited to be located in a Fees and Charges bylaw, which contains all of the Village's fees and charges for various services. In addition, when the Fees and Charges bylaw is updated, subdivision and development fees would be considered also. This typically happens more frequently than if the subdivision and development fees are contained within the SDSB, which doesn't often get regularly reviewed.
- The front end of the SDSB does not appear to make specific reference to required Works and Services Agreements, performance and/or maintenance securities, provisional completion of deep utilities, provisional completion of all works, final acceptance, insurance requirements or other key elements associated with the construction of works and services. Some of these requirements are listed in the individual schedules, where it may be prudent to list the requirements in the Front-End as they are required for the subdivision.
- The front end of the SDSB also does not appear to speak to the timing of completion of any works and services, nor does it appear to speak to any project supervision and certification requirements, or the potential for the Village to solicit third party review where warranted. A clause regarding third party review is listed in the individual Schedules, but the terminology appears to be incorrect. The clause refers to the Owner's and not the Village's rights to independent review.

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- The SDSB identifies exemptions where it may not apply, such as for utility systems. However, there does not appear to be any exemptions for naturalized areas. Note that any exempted properties would become Right of Ways or Public Property.
- The SDSB makes reference to subdivision for strata purposes. Care should be taken with respect to how detailed the review of the bare land strata onsite servicing requirements is considered within the SDSB as this is controlled by the Strata Property Act.
- The SDSB refers to minimum parcel sizing and setbacks. This may already be referenced in the Villages Zoning bylaw, which is typically the best place for such regulations. If the SDSB should continue referencing those, consistency with the zoning bylaw should be ensured.
- The Village may want to list the appropriate Provincial and Federal Acts that are referenced in the SDSB. These may be specific to each Schedule in which referenced (e.g. Fisheries Act for the Drainage Schedule).

### Schedules

- **General comments:**

- The Schedules appear to be have taken from another community and edited for the use of the Village. This is generally acceptable, however a closer review of some of the requirements and specifications should be undertaken to ensure that the requirements apply specifically to the Village.
- The Village may wish to minimize the number of Schedules. Items such as Works and Services Agreements, final Inspection Certificates etc. may be included in a Development Procedure manual (Schedule M-Z). Alternately, the aforementioned forms could be included in an Appendix that is for information but does not form part of the bylaw.
- The Village may want to consider if a Drawing Submission and Standard makes sense with respect to the Village's future work with the documents. This Schedule could also include the required information that is to be made available on the drawing submission. Once this is considered, the Village can specify what information is required and in what format to ensure ease of transfer to the Village's GIS or other systems.
- The Village may want to take out any reference to pay items of contractual obligations. These are between the Developer/Owner and their Contractor, not between the Village and the Owner.

- **Schedule A – Level of Service**

- The Village may want to refer to the applicable Provincial Acts with respect to noting requirements for Strata and Bare Land Strata sites with respect to internal roadways.
- The Village may want to include a map showing the expected level of service with respect to required services.



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- The Village may want to add drawings from Schedule J that refer specifically to the roadway and servicing requirements in the Service Area (2.1)
- **Schedule B - Regulations, Standards and Specifications for the Design and Construction of Highways**
  - Maximum road grades appear to be steep for vehicular travel, it may be worth considering changing this based on the topography of the expected development areas within the community.
- **Schedule C - Regulations, Standards and Specifications for the Design and Construction of Water Systems**
  - Appropriate Standards and Acts to be followed should be identified.
  - Does the Village assume that developers will be able to use a water system other than the Village's system? The Village may want to consider only allowing the developer to connect to the Community Water System unless the Community Water System is not available, or cannot be extended to the future development.
  - The design criteria for Average Day Demand (ADD) and Maximum Day Demand (MDD) appear to be a bit high based on reduced/restricted usage.
  - The Village may want to consider requirements for Strata fire hydrant requirements at this stage. Alternatively, this may be considered in the Building Permit stage, but it should be clarified where the Village expects this to be considered.
  - The Village may want to consider a minimum watermain size of 200mm diameter and allow the pipe size to be reduced to 150mm diameter as noted in Section 2.6.
  - The Village may want to consider noting that the Owner's Engineer should determine the size of any services, and then obtain approval by the Village. The schedule currently noted that the Village will determine the service size.
  - The documents note that the Village will connect the new water pipe to the existing system. Should this read that the Owner will make the connection under the supervision of the Village?
- **Schedule D - Regulations, Standards and Specifications for the Design and Construction of Sanitary Sewers**
  - List appropriate Standards and Acts to be followed.
  - The document notes that the Village (Supervisor of Works) will determine the contributing area when determining sanitary flows. The Village may want to revise this to note that the Contributing area will be determined by the Owner's Engineer, and reviewed by the Village.
  - The document notes that sanitary force mains need to be 100mm diameter. The Village should consider that the force main size needs to be determined by the Owner's Engineer.

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- **Schedule E - Regulations, Standards and Specifications for the Design and Construction of Storm Sewers**

- List appropriate Standards and Acts to be followed.
- The document notes that the Village should determine the width of ROW for realignment of a watercourse, drainage way or stream. This may be revised to clarify that the width needs to be determined by the Owner's Engineer with respect to any provincial or Federal Acts, and reviewed by the Village.
- The Village may want to specify catch basin lead sizing with respect to type of catch basin installed.

- **Schedule F - Regulations, Standards and Specifications for the Design and Construction of Concrete Curbs, Gutter, Sidewalks, Stairs**

- Does the Village assume that stairs will be required to attain access on public ROW?
- The document notes drive way grades to be a minimum of 4%, this may be a bit tough to obtain in certain areas of the community.

- **Schedule G - Regulations, Standards and Specifications for the Design and Construction of Street Lighting**

- Does the Village have any requirements to move towards LED lighting?
- Does the Village have any requirements with respect to specific luminaires?

- **Schedule H - Regulations, Standards and Specifications for the Design and Construction of Hydro, Telephone, Gas, CATV**

- The Village may want to specify that the designs are to be completed by the appropriate utilities based on their specific regulations and requirements, then to be reviewed by the Village.
- The Village should review the design with respect to location within the ROW and potential conflicts with Village infrastructure.

- **Schedule I - Regulations, Standards and Specifications for the Design and Construction of Landscaping**

- No comment.

- **Schedule J – Specification Drawings**

- The Village should review the drawings with respect to actual use within the Village. If the Village chose to adopt MMCD specifications and standard detail drawings, any amendments would be included in the appendices and would not form part of the actual bylaw.



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- **Schedule K – Regulations, Standards and Specifications for Surveys and Design Drawings**

- The Village may consider combining this section as noted in the General comments section of this review.
- The Village may want to consider revising the terminology with respect to Substantial Completion, as this is similar to the BC Builders Lien Act's reference to Substantial Performance.

- **Schedule L – Materials, Construction and Testing Specifications**

- The Village should review the specifications with respect to actual use within the Village. If the Village chose to adopt MMCD specifications and standard detail drawings, amendments would be included in the appendices and would not form part of the actual bylaw.
- The Village may want to remove the references to Tenderer, Tender Closing and Contract Award, as this implies that the Village has a Contract with the Owner's Contractor.
- The Village may want to consider using terminology that is consistent with industry standards e.g. MoTI or MMCD designations for road gravels etc.
- The Village may want to remove the comment that the Owner may want to make random tests, and change it to the Village, as the Owner is required to complete testing and prove competency of the works.

While the 2010 draft SDSB is a significant improvement over the 1978 SCB, there are areas where it can be improved upon even further.

## **4.0 Strategy for Incorporating Current Industry Standards & Best Practices**

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As part of the scope of work for re-writing the bylaw, the Village should consider a review of other community's SDSB. This may also include talking with senior staff at these communities to discuss what works well and what they would consider changing with respect to their bylaw. Following this, the Village should also consider a discussion with Council about best practices and levels of service for their community.

As discussed previously in this document, many municipalities in the province of British Columbia use the MMCD as the foundation for the design and construction standards in their community. This document is also the primary source for contract documents as well. As communities work with the MMCD over time, they add supplemental information to modify portions of the document to suit their needs. In addition to the MMCD as a current best practice, many communities have incorporated some of the following in their bylaws:

- Hillside Development Standards.

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- Green Development Standards.
- Site-specific information for areas with development concerns.

## 5.0 Options to Enable the Village to Develop a Subdivision and Development Bylaw

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From our experience writing subdivision and development bylaws for other communities, the preferred approach is to gather the stake holders to confirm their objectives and concerns with respect to the future bylaw. From that point a bylaw would be developed to include current legislation combined with specific needs of the community. The bylaw contains the specific rules and regulations that developers are required to follow. In addition to the bylaw, communities often develop a procedures manual that can be used by the approving officer and the public.

As the cost of the aforementioned process is likely higher than the Villages current budget, we've put forward a number of options that could help the community move forward with a Subdivision and Servicing Development Bylaw that work in the meantime, while working towards a customized bylaw.

- **Option 1 – Proceed with adopting Draft Bylaw 758-2010 with minimal improvements**
  - Make some minor changes to the draft bylaw and include any amendments that Salmon Arm made to their bylaw that are applicable
  - Make some minor changes to the draft bylaw through discussions with Village staff
  - Adopt the bylaw with the intent of overhauling the bylaw as needed in 3-5 years' time
  - Work with the bylaw in that time period to see what is working for the Village and what is not in order to inform the next bylaw
  - The Village should budget in the order of \$5,000-\$10,000 for minor changes to the bylaw.

If the Village chooses this option, the Village should budget for Village staff to track developments and gather information on what works and what doesn't work with Draft Bylaw 758-2010. This information can then be used to develop a bylaw specific to the needs of the Village. Note that as Village staff uses the Draft Bylaw, they may find that there are certain items that need to be adjusted prior to the completion of a new bylaw.

Once the Village has used the bylaw for 3-5 years, a determination can be made with respect to the Village:

- Developing a completely new SDSB taking in to account the lessons learned from using the Draft Bylaw No. 768-2010. If the Village chooses to develop a completely new bylaw, approximately \$50-\$60,000 should be budgeted over the next 3-5 years to create a new bylaw that meets the needs of the community.



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- Making minor revisions to Draft Bylaw No. 758-2010 to deal with specific challenges encountered while using the draft bylaw. If the Village chooses to continue using the draft bylaw, they should budget \$10,000- \$15,000 to make the appropriate adjustments.
- **Option 2 – Create a new Bylaw front end that refers to Master Municipal Construction Documents (MMCD) design guidelines**
  - Prepare a new SDSB front end based on reference to MMCD design guidelines for technical references.
  - The Village should budget in the order of \$15,000 for this approach.

Note that this would not include the development of a development procedures manual. An additional \$20,000 - \$30,000 should be considered to produce a development procedures manual to be used in conjunction with final SDSB.

- **Option 3 – Prepare a New Bylaw from scratch**
  - Prepare a new SDSB front end and schedules based on Village of Chase requirements
  - Prepare a Development procedures manual to be used in conjunction with the Bylaw
  - The Village should budget in the order of \$50,000-\$60,000 for this approach
- **Option 4 – Do Not Update the SDS Bylaw and Keep Bylaw SCB 168 in Place**
  - This is not the recommended option

The provided estimates are highly variable depending on the Council/Stakeholder engagement. In addition, these estimates do not account for lawyers' fees while preparing the SDSB, nor for development of items such as Hillside Design Guidelines and Green Development Standards – those supplements could range in value from \$15,000 to \$25,000 each.

## 6.0 Closing

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Currently the Village relies on an outdated Subdivision Control Bylaw from 1978, the bylaw does not provide any protection to Village with respect ensuring that future developments meet the Villages requirements or vision. In addition, the current Bylaw does not provide clear direction or specifications for the construction of future works. In other words, the Village does not have the power to direct developers to construct subdivisions to meet the Villages requirements.

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We trust that this memorandum has provided a current state analysis of the Village of Chase's current SCB and draft SDSB. Furthermore, we have included some discussion on current best practices and a budget range to develop a new SDSB. If you have any questions or concerns regarding anything presented in this memorandum, please contact the undersigned at your convenience.

**URBAN SYSTEMS LTD.**

Mark Hall, ASCT  
Technologist



Katrin Saxty, MCIP  
Community Planner

MH/crb

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You are cordially invited to attend our  
**ANNUAL GENERAL MEETING and COMMUNITY GATHERING**

Thursday June 15, 2017

4:00 to 6:00 PM

St. Andrews on the Square  
159 Seymour St., Kamloops, BC

We welcome your attendance and would appreciate it  
if you could notify Carol at 250-434-6995 or [info@bcicf.ca](mailto:info@bcicf.ca) before  
June 10th

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COMMUNITIES***