



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, July 26, 2016 at 4:00 p.m.

In order to respect the governance process, questions and comments from the general public will be taken after the end of New Business as part of "Opportunity for Public to Discuss Municipal Matters" and will not be entertained at any other time during the meeting.

1. CALL TO ORDER

2. ADOPTION OF AGENDA

Resolution:

"That the July 26, 2016 Village of Chase Regular Council meeting agenda be adopted as presented."

3. ADOPTION OF MINUTES

3.1 Public Hearing (Bylaw 822-2016) July 12, 2016

Pages 1- 2

Resolution:

"That the minutes of the July 12, 2016 Public Hearing be adopted as presented."

3.2 Regular Meeting July 12, 2016

Pages 3 – 9

Resolution:

"That the minutes of the July 12, 2016 regular meeting of Council be adopted as presented."

4. DELEGATIONS

None

5. REPORTS

a) Mayor and Council Reports

6. UNFINISHED BUSINESS

6.1 Third Reading - Zoning Bylaw No. 683-2006, Amendment Bylaw No. 822-2016 Bylaw 822-2016

Pages 10 - 12

Council is requested to consider giving Third Reading to the bylaw. It will then be sent to Ministry of Highways for their approval as the property is within 800 meters of an intersection of a controlled access highway (Provincial Highway - Section 52 of Transportation Act)

6.2 Summer Hours at Memorial Park

At its April 12, 2016 Regular Meeting, Council passed the following resolution:

"That from April 15 to June 30, washrooms in public parks in Chase will be open from 8:00 a.m. to 8:00 p.m. seven days a week; AND

That from July 1 to August 31, 2016 washrooms in public parks in Chase will be open from 8:00 a.m. to 10:00 p.m. seven days a week; AND

That from September 1 to October 3, 2016, washrooms in public parks in Chase will be open from 8:00 a.m. to 8:00 p.m. seven days a week."

The Acting Public Works Supervisor is requesting that Council consider amending these times to close the washrooms at 8:30 p.m. each day until the August 31, 2016 except during a special function. It now gets dark close to 9:00 p.m. and the Acting Public Works Supervisor is concerned about reduced usage after 8:30 p.m. as well as potential for vandalism with the washrooms being open later with fewer public in the vicinity of the washrooms.

Resolution:

“That Council resolution #2016/04/12_007.5 be amended to change the closing times of the washrooms in public parks in Chase from July 1 to August 31, 2016 from 10:00 p.m. to 8:30 p.m.”

- 6.3 Computer Software for the Electric Vehicle Charging Station Pages 13 - 28
Report from CAO and Greenlots Agreement

Resolutions:

1. **“That Council establishes a Session Fee of \$2.00 plus \$0.35 per kWh per session for the Chase Electric Vehicle Charging Station.”**
2. **“That Council authorizes entering into a two-year agreement commencing August 1, 2016, with Zeco Systems Inc. (Greenlots) to provide a network for the Chase Electric Vehicle Charging Station; And that the Village pays applicable fees associated with this agreement.”**

- 6.4 Chase and District Museum – Thank You for Donation Page 29

- 6.5 Draft Mobile Vendor Policy Pages 30 – 35

Council has considered a draft of a Temporary License of Occupation Policy and has also been provided with information from a survey conducted by Administration relating to the regulation of mobile vendors. At its meeting on June 23, 2015 Council passed the following resolution:

“That this matter be referred back to Administration to limit, for now, the Village of Chase Temporary Licence of Occupation Policy to cover Merchant Encroachments, Mobile Vendors and Mobile Vendor Associations.”

A new draft policy is being presented to Council to regulate Mobile Vendors, Non-Profit Mobile Vendors and Vendor Associations. Administration recommends that merchant encroachments be regulated separately.

Recommended Resolution:

“That ADM -24 Mobile Vendor Policy be adopted as presented to Council at its Regular meeting of July 26, 2016.”

7. NEW BUSINESS

- 7.1 Celebration of Wally Churchill’s 86th Birthday – August 6, 2016 Pages 36
Letter from Maureen MacDonald, Chair of the Chase Hamper Society requesting Council waive the \$145 rental fee for the event at the Community Hall.

7.2 Chase CornStock – August 13, 2016 Pages 37

Letter from Brock Endean, CornStock Chair requesting Council's permission to host the Chase CornStock event on Saturday, August 13, 2016 at Chase Memorial Park, to use the on-site facilities (washrooms, electrical connections, sound equipment, the Joyce Dunn Theatre, etc.) and for Council's permission to host a Beer Garden in conjunction with the event

7.3 2016 Raise-a-Reader Sponsorship Pages 38 - 40

Letters from Barbara Maher, Literacy Outreach Coordinator for the Chase Literacy Program:

- a) Letter dated July 11, 2016 inviting Council to be a sponsor of the 8th Annual Chase Raise-a-Reader campaign. In past years Council has sponsored in 2015 - \$500, in 2014 - \$1,000, and in 2013 - \$250.
- b) Letter dated July 12, 2016 showing allocation of funds raised in Chase.

Proclamation signed by Mayor Berrigan proclaiming September 2016 as Literacy month in the Village of Chase is included here for information.

7.4 Union of BC Municipalities 2016 Convention – Meeting Opportunity Page 41

Letter from Selina Robinson, MLA Coquitlam-Maillardville, Opposition Spokesperson for Local Government, Seniors and Sport, inviting Council members to book an appointment with Opposition MLAs.

7.5 Quarterly Financial Report to 30 June 2016 Pages 42 - 51

Report from the Director of Financial Services

Resolution:

“That the Quarterly Financial Report to 30 June 2016 be received as information.”

7.6 Chase Citizens on Patrol Page 52

Request for consideration for full or partial reduction of costs for rental of Community Hall for 2017 Coffee Houses.

Costs for non-profit users for 5 hours per session is 82.50 (times 5 events equals \$412.50). 6.5 hours is booked for each 2017 Coffee House event which results in a charge of \$650.

(Note – at its May 24, 2016 Regular meeting Council granted full waiver for the Coffee Houses at the Community Hall for 2016.)

8. OPPORTUNITY FOR PUBLIC TO SPEAK ON MUNICIPAL MATTERS

9. RELEASE OF IN CAMERA ITEMS

None

10. IN CAMERA

11. ADJOURNMENT

Resolution:

“That the July 26, 2016 Village of Chase Regular Council meeting be adjourned.”



VILLAGE OF CHASE MINUTES OF PUBLIC HEARING

**Held on July 12, 2016 at 4:00 p.m. in the Chase Village
Office Council Chambers, 826 Okanagan Avenue, Chase, BC**

PRESENT: Mayor Rick Berrigan, Chair
Councilor Nancy Egely
Councilor David Lepsoe
Councilor Ali Maki
Councilor Steve Scott

In Attendance: Joni Heinrich, Chief Administrative Officer
Leif Pedersen, Director of Financial Services
Isabell Hadford, Interim Corporate Officer

Guest: Sean O'Flaherty

Public Gallery: 15
Press: 1

I. Call to Order

At 4:00 p.m. Chair Berrigan called to order the Public Hearing regarding "Village of Chase Zoning Bylaw No. 683-2006, Amendment Bylaw No. 822-2016". The Chair introduced Sean O'Flaherty who will be joining the Village as the new Corporate Officer in September 2016.

II. Opening Statement

Chair Berrigan read the opening statement for the Public Hearing noting that all persons present who believe their interest in property is affected by the proposed bylaw shall be given an opportunity to be heard or present written submissions.

III. Introduction of Bylaw

The Chief Administrative Officer introduced the bylaw and noted:

- The property is located at 141 Shuswap Avenue.
- Current zoning (Section 6.51 – C-3 Service Commercial) does not allow for a "single family residential" use.
- The property owner wishes to rezone the property to allow for "single family residential" use, as a residence is currently located on the property.

IV. Public Input

The interim corporate officer confirmed that there were no written submissions received in relation to the proposed bylaw amendment.

Chair Berrigan called a first time for public input.
Chair Berrigan called a second time for public input.
Chair Berrigan called a third and final time for public input.

Given that no verbal or written input was received, Chair Berrigan called for a motion to adjourn the public hearing.

V. Adjournment

Moved by Councilor Scott

Seconded by Councilor Egley

"That the July 12, 2016 Village of Chase Public Hearing be adjourned."

CARRIED

The public hearing was concluded at 4:05 p.m.

These minutes were adopted by a resolution of Council this _____ day of _____ 2016.

Mayor R. Berrigan, Chairman

Joni Heinrich, Chief Administrative Officer



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, July 12, 2016 at 4:05 p.m. after the Public Hearing

PRESENT:

Mayor Rick Berrigan
Acting Mayor Councilor Nancy Egely
Councilor David Lepsoe
Councilor Ali Maki
Councilor Steve Scott

Also in Attendance:

Joni Heinrich, Chief Administrative Officer
Leif Pedersen, Director of Financial Services
Isabell Hadford, Interim Corporate Officer

Guest:

Sean O'Flaherty

Public Gallery: 15

Press: 1

1. CALL TO ORDER

Acting Mayor Egely called the meeting to order at 4:05 p.m.

2. ADOPTION OF THE AGENDA

Moved by Mayor Berrigan

Seconded by Councilor Scott

"That the July 12, 2016 Village of Chase Regular Council Agenda be adopted as amended by correcting numbering under Section 8: New Business and by adding:

(a) additional information under 7.1 Highway Ownership within Municipality,

(b) 7.5 Donations Towards the Fort McMurray Recovery Fund, and

(c) 8.5 Chase Skate Park."

CARRIED

#2016/07/12_001

3. ADOPTION OF MINUTES

Moved by Mayor Berrigan

Seconded by Councilor Maki

"That the minutes of the June 28, 2016 Regular Meeting of Council be adopted as presented."

CARRIED

#2016/07/12_002

4. PUBLIC INPUT ON CURRENT AGENDA ITEMS

Acting Mayor Egely called for members of the public to speak to items on the agenda and asked that only new information be presented regarding the Pine Street stop signs.

Item 7.1 - Highway Ownership within Municipality and Regulations

Rosemary Deorksen spoke to the petition she had presented to Council at the June 28th meeting. The petition contained a number of signatures from people who don't live in Chase. The recount shows 171 signatures with a Chase address.

Rosemary advised that she spoke with two RCMP constables who were surprised to see the stop signs in place and that they are doing everything they can regarding violations.

Mayor Berrigan reported speaking with RCMP Staff Sgt. Jim Harrison who advised the RCMP are aware and will monitor the Pine Street stop signs.

Samantha McMullen of 426 Pine Street was concerned that First Nations people who had signed the petition may not be counted. Acting Mayor Egely felt that the names of Chase residents on the petition should be counted.

Item 7.3 - Appeal for Relief of Tax Penalty Applied to Folio 310.135 for 2015 Taxes

Corrine Reynolds advised that at their June 28th meeting, Council had requested she obtain information from the BC Assessment Authority (BCAA). A copy of the 2005 BCAA roll shows her father's name as first and her brother's name as last on title. There was no evidence that BCAA made the change showing her brother as first on title.

Acting Mayor Egely called three times for members of the public to speak to items on the agenda and hearing none, moved on to the next agenda item.

5. REPORTS

a) Mayor and Council Reports

Mayor Berrigan

June 30th – Attended meeting with Sexqeltkemc te Secwepemc (formerly Lakes Division) along with Councilor Lepsoe and CAO

July 1st – Took part in Canada Day parade and opening ceremonies, along with fellow dignitaries.

July 5th – Attended the first Music-in-the-Park and opened the festivities

July 8th – Attended the BDO round table discussion in Kamloops – topic was asset and financial management at the civic level.

July 12th – Phone conference with Staff Sgt. Jim Harrison regarding crime prevention in Chase. Mayor Berrigan read out information about a significant drop in total Criminal Code offences – down 24.5% for June 2016 vs June 2015. There was also significant total Criminal Code reduction for the first six months – down 41% for January to June 2016 vs same period in 2015.

Acting Mayor Councilor Egely

July 1st – Rode in Canada Day paraded with Chief Judy Wilson and Mayor Berrigan in Grant Currie's convertible—won 2nd place in the Vintage Car category.

- Attended festivities at Memorial Park and ran the ticket booth at the beer garden. Great event! Great turnout!

July 5th - Attended the first Music-in-the-Park. Over 200 people attended the first event and it was a wonderful success.

July 6th – Attended the Citizens-on-Patrol meeting at Neskonlith Band. The meeting was well attended though Councilor Egely feels continued Village participation is not required. Neskonlith Band is handling their needs very well and the Band itself has many issues that are best left to them, the Citizens-on-Patrol and the RCMP.

July 8th - Attended the BDO round table discussion in Kamloops – topic was asset and financial management at the civic level. Representatives from Kamloops, Ashcroft, Clinton and Chase attended. Very interesting.

Councilor Lepsoe

June 29th – Attended Music-on-the-Lake Committee meeting.

June 30th – Attended meeting with Sexqelkemoc te Secwepemc (formerly Lakes Division) along with Mayor and CAO

Attended Trail Mix opening gala at Salmon Arm Art Gallery. Seventeen trails were featured (Mount Scatchard was one of them). The paintings, photos, and an article, will be featured at the Art Gallery all summer. Councilor Lepsoe showed Council a copy of the trails book that was featured.

July 1st – Was Master of Ceremonies at the Canada Day festivities. WOW – a great job done by everyone!

July 5th – Attended Music-on-the-Lake and canoe journey. Eleven people were picked up in Chase and driven to Quaaout Lodge and met up with nine additional participants. They paddled in two canoes, saw pictographs, a bald eagle, and arrived at Chase Memorial Park just before the music started.

July 9th – Went on Village of Chase Historic Tour – 19 participants.

Councilor Maki

June 29th - Attended the Skate Park TSN filming event for the Kraft Heinz Project Play Grant for the Top 10 finalists.

June 29th – Chaired the Music-on-the-Lake Committee meeting.

July 1st - Volunteered at Canada Day festivities from 9:00 a.m. until midnight. Managed the Park Market and served beer in the Beer Garden.

July 5th - Organized and emceed our first Music on the Lake! Such a huge success, over 200 attendees! The committee is very proud of their hard work!

July 10th – Participated in two radio interviews with Radio NL and CBC Radio on behalf of the Chase Skate Park Society and the Village of Chase.

July 11th - Attended a Skate Park Meeting regarding their success in making the Top 4 for the Kraft Heinz Project Play Grant!! The group is looking at marketing ideas and working hard to promote this opportunity! Extended hugs congratulations to Kelsey Snelgrove for all her hard work in getting the project to this stage.

Councilor Scott

July 1st – Attended Canada Day festivities—it was a great success.

b) Staff Reports

Director of Financial Services

Leif Pedersen reported that the Department has started the process inviting submissions for the 2017 Permissive Tax Exemption process, and have also started working on the 2017 budget. Utility bills will be sent out by the end of July/early August. The staff is currently testing rates and July readings will be entered within the next few days.

Chief Administrative Officer

CAO Joni Heinrich is continuing to work with the Acting Public Works Supervisor on various Public Works initiatives. Phase 1 of the Sewer Treatment Plant Upgrade has been completed and piping has been installed between the two lagoons. The next phase is construction of the pumping system and installation of associated pumps and electrical components.

Bylaw Enforcement Officer – working on property maintenance issues.

Dog Control Officer has handled several dogs at large, returns to owner and surrenders to the SPCA for rehoming.

The Fire Department is having the roof on the old portion of the Fire Hall repaired and upgrading the air handling system. They are looking at additional items, such as window replacement, for the 2017 budget. On a question from Mayor Berrigan, the CAO advised that the Fire Department's projects were included in the 2016 budget. Two quotes had been obtained for the work and they went with the lower of the two quotes, which is within the 2016 budgeted amount.

CAO Heinrich referred Council to her activity report on the agenda.

Moved by Mayor Berrigan
Seconded by Councilor Scott

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

**CARRIED
#2016/07/12_003**

6. DELEGATIONS - None

7. UNFINISHED BUSINESS

7.1 Highway Ownership within Municipality and Regulations

The CAO reviewed the report outlining the authority of the Municipality over roads, and the additional information received from Citizens-on-Patrol showing vehicle activity in the Pine Street area. Mayor Berrigan noted that the Bylaw Enforcement Officer has provided an extensive report on vehicle activity as well. He felt the issue is not whether people are stopping, but whether drivers are slowing down on Pine Street, and that more data is needed on this item. Councilor Scott stated that in his opinion, Council has created more issues with installing the stop sign than were anticipated.

Moved by Councilor Scott
Seconded by Mayor Berrigan

"That the stop signs installed at the corner of Pine Street and 5th Avenue be removed immediately."

**#2016/07/12_004
No Vote on Motion**

The CAO advised Council about part of resolution #2016/06/14_008 adopted at the Regular Council meeting on held June 14, 2016, which states "... **That staff be requested to provide a more detailed report regarding traffic calming options for Pine Street for possible inclusion in the 2017 budget...**".

Moved by Councilor Scott
Seconded by Mayor Berrigan

"That Resolution #2016/07/12_004 be amended to add: that it be confirmed that staff is directed to provide a more detailed report regarding traffic calming options for Pine Street for possible inclusion in the 2017 budget."

**#2016/07/12_005
CARRIED**

Moved by Councilor Scott
Seconded by Mayor Berrigan

"That the stop signs on the corner of Pine Street and 5th Avenue be removed immediately, and that it be confirmed that staff has been directed to provide a more detailed report regarding traffic calming options for Pine Street for possible inclusion in the 2017 budget."

DEFEATED

#2016/07/12_006

OPPOSED: Councilors Egely, Lepsoe, & Maki

7.2 Village of Chase Fees and Charges Bylaw No. 820-2016

Moved by Councilor Maki
Seconded by Councilor Scott

"That the "Village of Chase Fees and Charges Bylaw No. 820-2016" be adopted."

CARRIED

#2016/07/12_007

7.3 Appeal for Relief of Tax Penalty Applied to Folio 310.135 for 2015 Taxes

The Director of Financial Services advised on research he had done with regard to the electronic information received from BC Assessment Authority (BCAA). In 2010 the data was altered by BCAA electronically when they installed a new computer system, however, no change had been made to the physical documents. He outlined the challenges that occurred in BCAA changing the computer system as a possible cause of the problems with the Village's computer data.

Moved by Mayor Berrigan
Seconded by Councilor Maki

"That a letter be sent to the Inspector of Municipalities at the Ministry of Community, Sport, and Cultural Development explaining the problem with a tax penalty applied to Folio 310.135 and asking for his consideration on reversing the tax penalty."

CARRIED

#2016/07/12_008

7.4 Rain Barrels – Local Purchasing Opportunity

Moved by Councilor Maki
Seconded by Councilor Lepsoe

"That Council authorizes Administration to proceed with the purchase of 105 "Orbis" cistern rain barrels at a total cost of \$7,056, \$3,024 of which has already been collected."

CARRIED

#2016/07/12_009

7.5 Donations Towards the Fort McMurray Recovery Fund

Moved by Mayor Berrigan
Seconded by Councilor Scott

"That the Village forward the \$257.65 in donations received towards the Fort McMurray recovery fund to the Fort McMurray United Way, and that any future funds be forwarded as they are received."

CARRIED

#2016/07/12_010

Moved by Acting Mayor Egely

Seconded by Mayor Berrigan

"That Resolution #2016/07/12 be amended to take \$42.35 from Councilor Egely's grant-in-aid allotment to top up the donated amount, and \$300 be forwarded to the Fort McMurray United Way from the Village of Chase."

**CARRIED
#2016/07/12_011**

8. NEW BUSINESS

8.1 2016 Chief Elected Officials Forum – Local Government Leadership Academy

Moved by Councilor Scott

Moved by Councilor Maki

"That, as per Council Expense Reimbursement Policy #A-21, Council approves the payment of costs associated with Mayor Berrigan's registration, travel and accommodation to attend the Chief Elected Officials Forum scheduled for December 6-7, 2016 in the Lower Mainland."

**CARRIED
#2016/07/12_012**

8.2 BC Hydro Power Smart – 2016 UBCM Convention

Moved by Mayor Berrigan

Seconded by Councilor Maki

"That staff arrange a meeting at the 2016 UBCM Convention in Victoria, with a BC Hydro senior manager to discuss the allocation of lower electricity service rates for recreational facilities in small rural communities (under 20,000 populations), to assist in preventing the loss of such facilities which will have serious negative impacts on small rural communities."

**CARRIED
#2016/07/12_013**

8.3 Development Variance Application #2 – 2016 – Whitfield East Strata Subdivision

Moved by Councilor Scott

Seconded by Mayor Berrigan

"That Council authorizes Administration to proceed with the required process associated with the application to vary provisions on the Subdivision Control Bylaw relating to road grades for improvements to Aylmer Road from 350 meters east of Shuswap Avenue to 960 meters east of Shuswap Avenue."

**CARRIED
#2016/07/12_014**

8.4 Adams Lake Indian Band Chief and Council Meetings – Chase Attendance

Moved by Councilor Scott

Seconded by Councilor Maki

"That the information about rescheduling the July 12, 2016 meeting of the Adams Lake Indian Band Chief and Council, be received for information."

**CARRIED
#2016/07/12_015**

8.5 Chase Skate Park

Moved by Councilor Scott

Seconded by Councilor Maki

“That a grant-in-aid of \$150 be awarded to the Chase & District Skate Park Society to pay for rent of a community facility on Monday, July 25, 2016 to facilitate on-line voting in the Kraft Heinz Project Play Contest for the Chase Skate Park.”

CARRIED

#2016/07/12_016

RELEASE OF PREVIOUS IN CAMERA ITEMS

Acting Mayor Egely read out the following statement:

“That Colin Connett is hereby appointed with all rights and privileges as Acting Public Works Supervisor, until such time as a new Manager of Public Works is appointed for the Village of Chase.”

9. IN CAMERA

Moved by Councilor Maki

Seconded by Councilor Scott

“That Council recess to an In Camera meeting pursuant to Section 90 (1) of the *Community Charter*, paragraph (e) the acquisition, disposition or expropriation of land or improvements.”

CARRIED

#2016/07/12_017

10. ADJOURNMENT

Moved by Acting Mayor Egely

Seconded by Councilor Maki

“That the July 12, 2016 Village of Chase Regular Council meeting be adjourned.”

CARRIED

#2016/07/12_018

The meeting concluded at 5:22 p.m.

N. Egely, Acting Mayor

J. Heinrich, CAO

VILLAGE OF CHASE
Bylaw No. 822 - 2016

A Bylaw to Amend the Village of Chase Zoning Bylaw No. 683-2006

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

AND WHEREAS the Council of the Village of Chase deems it necessary to amend Bylaw No. 683-2006;

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

1. This Bylaw may be cited for all purposes as "Village of Chase Zoning Bylaw No. 683 - 2006, Amendment Bylaw No. 822 - 2016".
2. Village of Chase Zoning Bylaw No. 683-2006, is hereby amended by adding the following to Section 6.51 as an additional permitted use:

"Single family residential"

Specifically for the property at 141 Shuswap Avenue, PCL B (DD 149269F and Plan B6910), of that Part of DL 517 Shown on Plan B5021, KDYD Except Plan H843 as shown on the attached map that forms part of this bylaw.

All other provisions of Section 6.51 remain in full force and effect.

READ A FIRST TIME THIS 14th DAY OF June, 2016

READ A SECOND TIME THIS 14th DAY OF June, 2016

PUBLIC HEARING HELD THIS 12th DAY OF July, 2016

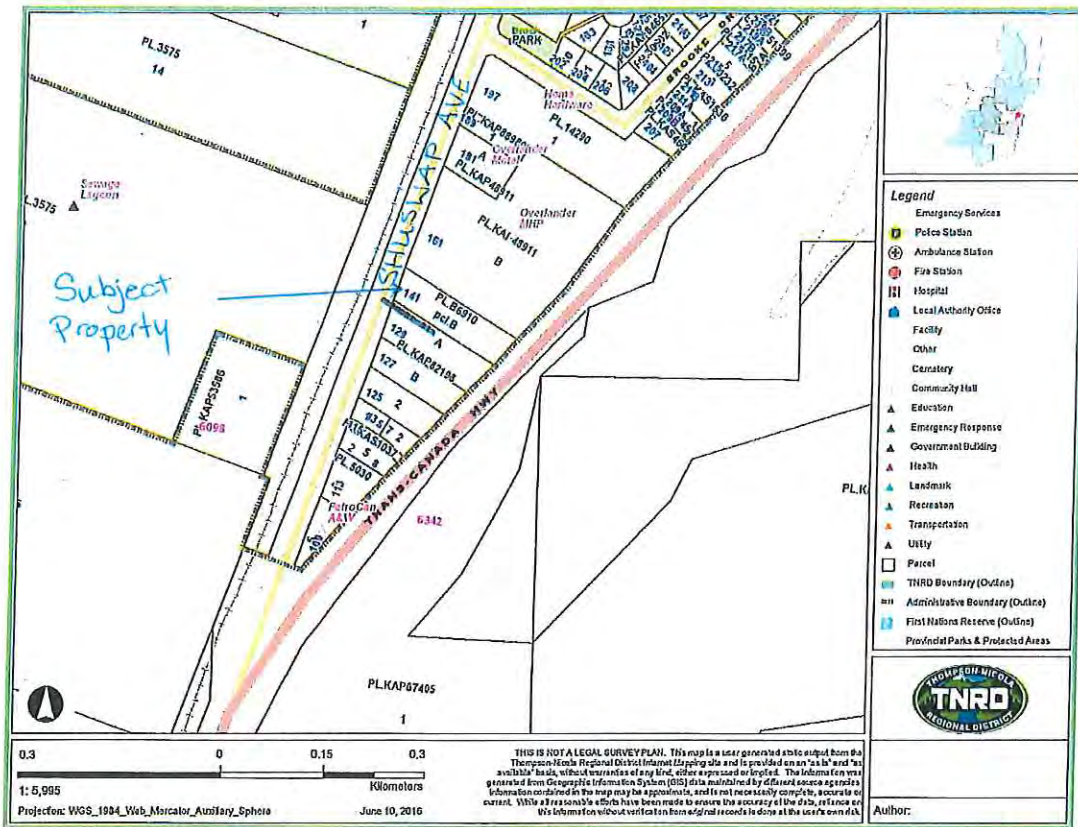
READ A THIRD TIME THIS DAY OF , 2016

Approved by the Ministry of Transportation pursuant to Section 52 (3) (a) of the
Transportation Act

Ministry of Transportation Signature

Date

Schedule "A" to Bylaw No. 822-2016





Village Of Chase

Administrative Report

DATE: July 26, 2016

TO: Mayor and Council

FROM: Chief Administrative Officer

RE: **Agreement for Connecting the Chase Electric Vehicle Charging Station to the "Greenlots Charging Network"**

ISSUE/PURPOSE

To enter into an agreement with "Greenlots" to provide computer software to operate the Chase Electric Vehicle Charging Station located at 400 Shuswap Avenue near the Chase Visitor Centre.

HISTORY/BACKGROUND

In January 2015 Council approved entering into an agreement with BC Hydro to install a Level 2 electric vehicle fast charging (EVC) station in Chase. The installation of the EVC station was completed by BC Hydro in the Spring 2016. The final step to bring the EVC station on line is to enter into an agreement with a company to provide a software network to run the station.

DISCUSSION

To simplify the process and ensure all of the EVC stations located in the BC Interior are operating under the same system, BC Hydro has collaborated with Greenlots to provide an open standards-based network of EVC stations (the "Greenlots Charging Network").

Subject to the agreement, Greenlots agrees to:

- (a) operate, maintain, administer and support the Greenlots Charging Networks, and
- (b) provide the purchased services to the Village of Chase and its EVC station.

The Village is responsible to:

- (a) notify and register any new EVC stations with Greenlots,
- (b) operate and maintain the EVC station in compliance with applicable laws and contractual obligations (mainly with BC Hydro),
- (c) provide Greenlots with advance written notice of the relocation or decommissioning of EVC stations which are not operational or not intended for replacement or repair,
- (d) maintain and update all customer information,
- (e) invoice and collect customer payments, and
- (f) assist in obtaining any permits, licenses or regulatory approvals as required.

Attached for Council's information is a copy of the proposed two-year services and subscription agreement allowing the Village's EVC station to be connected to the "Greenlots Charging Network".

FINANCIAL IMPLICATIONS

Session Fees

The Village has sole authority to determine and set the Session Fees to charge electric vehicles. The fees will include all taxes and regulatory fees applicable to the EVC station. Staff have researched what other BC municipalities are charging and determined that Merritt, Salmon Arm, Abbotsford, and Langley are all charging the same session fee of \$2.00 plus \$0.35 per kWh per session. It is recommended that the Village initiate the same fees.

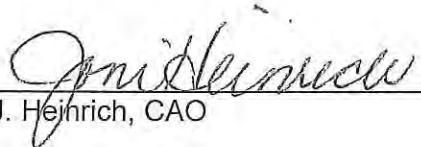
The Village is required to pay an annual software license fee of \$261 for the Chase EVC station. Greenlots will collect session fees and deduct from the fees collected a collection and processing fee of \$0.91 and applicable taxes and regulatory charges for each charging session.

At this time, Administration does not know how many electric vehicles will make use of the Chase EVC station, or the extent of the income and expenses to operate the station. Entering into a two-year agreement with Greenlots will allow the Village to operate and monitor the EVC station. Once the EVC station is in operation, Administration will be in a better position to determine a budget for the EVC station in relation to revenues and required annual fees and will update Council as information becomes available.

RECOMMENDATIONS

1. **"That Council establishes a Session Fee of \$2.00 plus \$0.35 per kWh per session for the Chase Electric Vehicle Charging Station."**
2. **"Council authorizes entering into a two-year agreement commencing August 1, 2016, with Zeco Systems Inc. (Greenlots) to provide a network for the Chase Electric Vehicle Charging Station; And that the Village pays applicable fees associated with this agreement."**

Respectfully submitted,



J. Heinrich, CAO

SERVICES AND SUBSCRIPTION AGREEMENT

THIS SERVICES AND SUBSCRIPTION AGREEMENT ("Agreement") is made as of the 21st day of June 2016

BY AND BETWEEN:

- (1) ZECO SYSTEMS, INC. (a company incorporated in the State of Delaware, and having its registered address situated at 156 2nd Street, San Francisco, CA 94015)("Greenlots"); and
- (2) VILLAGE OF CHASE, an entity having its registered address at 826 Okanagan Avenue, Chase, British Columbia, V0E 1M0, Canada ("Subscriber"),

(each a "party" and collectively the "parties").

WHEREAS:

- (A) Greenlots is a global manufacturer of turnkey charging networks for electric vehicles, including software and services, and trades commercially under the name "Greenlots". In connection with the operation of the Greenlots business, Greenlots also owns the "Greenlots SKY" software system with the features described in Annexure A (the "Licensed Software").
- (B) Greenlots has entered into a collaboration with BC Hydro to provide an open standards-based network of electric vehicle charging stations (the "Greenlots Charging Network").
- (C) The Subscriber is *an incorporated municipality* and wishes to register its Charging Stations (as defined below) on the Greenlots Charging Network and to avail itself of the Greenlots Charging Network Services (as defined below) in respect of such Charging Stations on the terms and subject to the conditions set out in this Agreement.
- (D) To enable the Subscriber to use the Greenlots Charging Network Services, Greenlots shall grant a non-transferable and non-exclusive license of the Licensed Software to the Subscriber on the terms and subject to the conditions set out in this Agreement.

OPERATIVE PROVISIONS

In consideration of, among other things, the mutual agreements and obligations contained in this Agreement, the parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. As used in this Agreement, the following terms have the following meanings:

"Business day" means a day (other than a Saturday, Sunday or public holiday) on which banks in the United States of America and Canada are open for general banking business.

"Charging Session" means a session during which a Customer is using the Subscriber's Networked Charging Station to charge his or her electric vehicle and which lasts for a continuous period of time commencing when a Customer has accessed such Networked Charging Station and ending when such Customer has terminated such access.

"Charging Station" means an electric vehicle charging station owned or leased by the Subscriber.

"Collection and Processing Fees" means the fees charged by Greenlots for the management, collection and processing of Session Fees on behalf of the Subscriber and the remittance of any balance to the Subscriber.

"Confidential Information" has the meaning set out in Article 10.

"Customers" means drivers who avail themselves of charging and other services from any Networked Charging Station;

"Fees" has the meaning set out in Section 5.1.

"Greenlots Services" means, collectively, the various software service offerings made available for subscription from time to time by Greenlots.

"Greenlots Marks" means the various trademarks, service marks, names and designations used in connection with the Greenlots products and services, including, without limitation, the mark "Greenlots".

"Initial Term" shall mean the **two-year period**, commencing on ~~July 1, 2016~~ ^{August 1, 2016}, through and including the date falling on the anniversary of the First Integration Date.

"Insolvency Event" shall be deemed to have occurred, in relation to any person or entity, when such person or entity files, or consents to the filing against it of, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian, trustee or other official with similar powers over a substantial part of its property; or a court having jurisdiction over such person or entity or any of the property of such person or entity shall enter a decree or order for relief in respect thereof in any involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee or official with similar powers over a substantial part of the property of such person, or shall order the winding-up, liquidation or rehabilitation of the affairs of such, and such order of decree shall continue in effect for a period of sixty (60) consecutive days.

"Intellectual Property Rights" or "IPRs" shall mean all intellectual and industrial property rights of whatever nature anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs (including applications for any of the same), copyright, design rights, semi-conductor topography rights, database and software rights, mask works, trade secrets, know-how, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting such intangible property.

"Licensed Software" shall have the meaning set out in Recital (A).

"Networked Charging Stations" means any Charging Stations which have been registered and activated on the Greenlots Charging Network.

"Services" has the meaning set out in Section 4.1.

"Session Fees" means the fees set by the Subscriber for a Charging Session, including any applicable Taxes and/or Regulatory Charges.

"Subscribed Services" means any Services subscribed for by the Subscriber.

"Subscriber Data" has the meaning set out in Section 6.3.

"Term" means (i) the Initial Term, and (ii) each Additional Term, unless this Agreement is terminated earlier pursuant to Article 8.

"Territory" means the Province of British Columbia.

"\$" means the currency of Canada.

1.2 Interpretation.

- 1.2.1 References to Recitals, Sections and Annexures are, unless otherwise stated, to recitals and sections of, and annexures to, this Agreement.
- 1.2.2 References to any enactment (meaning any statute or statutory provision, whether of the Province of British Columbia or elsewhere, and any subordinate legislation made under any such statute or statutory provision) shall be construed as references to (a) any enactment which that enactment has directly or indirectly replaced (whether with or without notification), and (b) that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date hereof.
- 1.2.3 Words importing the singular include the plural and vice versa, and references to persons include any individual, bodies corporate or unincorporated, partnerships, joint ventures, associations, joint stock companies, trusts or other entities or organizations, including governments or political sub-divisions or agencies or instrumentalities thereof.
- 1.2.4 The headings to the Articles, Sections and Annexures are for convenience only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2
GREENLOTS RESPONSIBILITIES

- 2.1 Greenlots Responsibilities. Subject to the terms and conditions of this Agreement, Greenlots agrees to (a) operate, maintain, administer and support the Greenlots Charging Network; (b) provide the Purchased Services to the Subscriber and its Networked Charging Stations.
- 2.2 License of Licensed Software. In connection with its obligations under Section 2.1, Greenlots hereby grants to the Subscriber, and the Subscriber hereby accepts, a non-transferable and non-exclusive right and license to use the Licensed Software in the Territory for the duration of the Term, together all rights, title and interests past, present and future, in and to the Licensed Software for the purposes of participating in the Greenlots Charging Network and using the Greenlots Services.
- 2.3 Limitations. Greenlots shall not be responsible for, and makes no representation or warranty with respect to, the following: (i) continued and uninterrupted availability of sufficient electrical power to any of the Subscriber's Charging Stations and consequently any failure or interruption to the Greenlots Charging Network and the Greenlots Services; (ii) continued and uninterrupted availability of any wireless or cellular communications network or internet service provider network services necessary for the continued operation by Greenlots of the Greenlots Charging Network and/or the provision of the Greenlots Services; and/or (iii) any Charging Stations that are not Networked Charging Stations.

- 2.4 Non-Exclusive Basis. The participation of the Subscriber and its Networked Charging Stations and the provision of the Greenlots Services to the Subscriber shall be on a non-exclusive basis and Greenlots shall, at all times and at any time, be entitled to permit similar participation and provide similar services to any other party, whether such party is a competitor of the Subscriber or otherwise, without restriction on such terms as Greenlots may at its sole discretion determine without reference to the Subscriber.

ARTICLE 3

SUBSCRIBER RESPONSIBILITIES

- 3.1 Subscriber's Responsibilities. The Subscriber shall be responsible for: (a) notifying Greenlots of any new Charging Stations to be registered as Networked Charging Stations (which shall include providing Greenlots with full specifications and descriptions in relation to each such Charging Station) and to register and activate such new Charging Stations on the Greenlots Charging Network; (b) operating and maintaining the Networked Charging Stations in compliance with all applicable laws and contractual obligations; (c) providing Greenlots with advance written notice of the relocation or decommissioning of any Networked Charging Stations or of Networked Charging Stations which are non-operational or not intended to be replaced or repaired by the Subscriber; (d) the maintenance and updating of all customer information; (e) all invoicing and customer payment matters; and (f) assisting to obtain any permits, licenses or regulatory approvals as may be required for the use by the Subscriber of the Greenlots Services.
- 3.2 Subscriber's Representations and Warranties. The Subscriber represents and warrants to Greenlots that: (a) it has the power and authority to enter into and be bound by this Agreement; (b) all Networked Charging Stations and any electric vehicle charging products used with such Networked Charging Stations have been properly installed and are operated in a duly authorized manner; (c) the electrical usage to be consumed by Subscriber's Networked Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (d) it has not installed or attached Networked Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.
- 3.3 Subscriber's Undertakings. The Subscriber further undertakes to Greenlots that: (i) it will not remove, conceal or cover the Greenlots Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Networked Charging Stations or any peripheral equipment for use in connection with the Networked Charging Stations; (ii) the Subscriber shall comply with, and shall have responsibility for and cause its employees and agents accessing or using the Greenlots Charging Network to comply with, all of the rules, regulations and policies of Greenlots as may from time to time be notified by Greenlots to the Subscriber (and the display or availability of any such rules, regulations and policies (and any variation or changes thereto) on any portal or service to which the Subscriber has access, shall constitute due notice to Subscriber, its employees and agents); (iii) the Subscriber shall be responsible for using the Greenlots Services in compliance with applicable laws and this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to any Greenlots Services, (B) not sell, resell, license, rent, lease, transfer or grant access to the Greenlots Services to a third party, (C) not interfere with or disrupt the integrity of the Greenlots Charging Network, the Greenlots Services or any data contained therein, and (D) not attempt to gain unauthorized access to the Greenlots Charging Network or the Greenlots Services or their related systems or networks. All data collected by Greenlots in connection with the operation of the Greenlots Charging Network shall be jointly owned by Greenlots and Subscriber, with both Parties retaining independent rights to use the data.

ARTICLE 4
SERVICES

- 4.1 Collection Services. Where the Subscriber levies charges on Customers and Greenlots is engaged to provide management, collection and/or processing services for such charges:
- (a) The Subscriber shall have sole authority to determine and set in real-time the Session Fees (which shall include all applicable Taxes and Regulatory Charges, each as defined below) applicable to Subscriber's Networked Charging Stations.
 - (b) In exchange for Greenlots collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes Greenlots to deduct from all Session Fees collected: (i) a Collection and Processing Fee; and (ii) to the extent required, applicable Taxes and Regulatory Charges.
 - (c) Greenlots shall remit the Canadian Dollar (CAD\$) equivalent of the balance of the Session Fees net of the deductions made pursuant to Section 4.1(b) to the Subscriber not more than thirty (30) days after the end of each calendar quarter in which such Session Fees were collected to such account designated in writing by the Subscriber.
 - (d) Unless required by law or otherwise stated herein, Collection and Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("Taxes") or any fees or other assessments levied or imposed by any governmental regulatory agency ("Regulatory Charges"). The Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with any Session Fees; provided that, Greenlots is solely responsible for all Taxes and Regulatory Charges assessable based on Greenlots' income, property and employees. Where Greenlots is required by law to collect and/or remit the Taxes or Regulatory Charges for which the Subscriber is responsible, the appropriate amount shall be invoiced to the Subscriber and deducted by Greenlots from Session Fees, unless Subscriber has otherwise provided Greenlots with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.
- 4.2 Provision of Assistance, Training and Maintenance Services. Greenlots shall supply training, technical assistance and maintenance with respect to the Licensed Software to the Subscriber, as set out in Annexure B and elsewhere in this Agreement (collectively, the "Services").
- 4.3 Service Levels. The service levels applicable to the provision of the Services to the Subscriber shall be as set out in Annexure B.
- 4.4 Non-Transferability. All Greenlots Services shall be non-transferable; provided that Greenlots Services subscribed for in relation to a Networked Charging Station that is to be de-commissioned may be transferred to a Networked Charging Station that is purchased by Subscriber to replace such de-commissioned Networked Charging Station.

ARTICLE 5
FEES

- 5.1 Fees. In consideration of the Services provided hereunder, the Subscriber shall pay Greenlots the following fees (collectively, the "Fees"):
- (a) license fees for the license of the Licensed Software ("License Fees") at a rate of CAD \$261.00 per Networked Charging Station per annum, such license fees to be payable in advance for the Initial Term with payment to be made upon registration and activation of a Networked Charging Station on the Greenlots Charging Network. No pro-rating shall be available for any Networked Charging Stations which are decommissioned during the year; and,

- (b) upon the Subscriber commencing the levy of charging fees on Customers, a Collection and Processing Fee of CAD\$0.91 shall be paid by the Subscriber to Greenlots for each Charging Session used by a Customer, payment of which shall be set off against Session Fees collected by Greenlots.

5.2 Additional Services. Where the Subscriber requires additional services to be provided by Greenlots, including but not limited to, customization of web design interfaces, additional software and/or hardware integration services, which are not included in the scope of Services, such additional services shall be subject to additional fees to be mutually agreed between the Subscriber and Greenlots.

5.3 Adjustments to Pricing.

5.3.1 Greenlots undertakes that there shall be no increase in the Licence Fees payable for each Networked Charging Station during the Initial Term.

5.3.2 The parties agree that Greenlots shall be entitled to adjust the Collection and Processing Fee at its sole discretion in the event of any increase in processing fees charged by payment processing partners responsible for the collection of Customers' payments.

5.4 Payment of License Fees. The Subscriber agrees that:

- (a) The Subscriber shall pay all License Fees within thirty (30) days of its receipt of an invoice with respect thereto. Except as otherwise specified herein, all Fees shall be quoted in and payable in Canadian Dollars.
- (b) If any invoiced Fees are not received by Greenlots by the due date, then such outstanding amount: (i) may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower ("Late Payment Interest Rate"), from the date such payment was due until the date on which such payment is received by Greenlots in cleared funds, and (ii) in the event the Subscriber has not paid Fees within thirty (30) days of the due date, Greenlots may, at its sole discretion, impose additional conditions in connection with future renewals of any Greenlots Services and acceptance of purchase orders for additional Greenlots Services other than those set forth herein.
- (c) If any amount owing by the Subscriber under this Agreement is more than thirty (30) days overdue, Greenlots may, without otherwise limiting Greenlots' rights or remedies available under law, terminate this Agreement, and/or suspend the use by the Subscriber of the Greenlots Services until such amounts are paid in full.

ARTICLE 6

OWNERSHIP OF INTELLECTUAL PROPERTY

6.1 Validity and Ownership. The Subscriber acknowledges and admits the validity, and Greenlots' ownership, of all Intellectual Property Rights in relation to the Licensed Software, the Greenlots Marks, the Greenlots Charging Network and the Greenlots Services (collectively the "Greenlots Intellectual Property"), and agrees that it will not, directly or indirectly, challenge or contest the validity of the Greenlots Intellectual Property, or any registrations thereof and/or applications therefore in any jurisdiction, or the right, title and interest of Greenlots therein and thereto, nor will it claim or register any interest in the Greenlots Intellectual Property in any jurisdiction, other than the rights expressly granted hereunder.

- 6.2 Property of Greenlots. The Subscriber acknowledges that (i) as between the parties, all Intellectual Property Rights in the Greenlots Intellectual Property are and will remain the exclusive property of Greenlots and (ii) as between the parties, all uses of the Greenlots Intellectual Property, except for its Use by the Subscriber pursuant to this Agreement, shall inure solely to the benefit of Greenlots. The Subscriber shall not at any time do or suffer to be done any act or thing that will in any way impair the rights of Greenlots in and to the Greenlots Intellectual Property. Nothing in this Agreement grants, nor shall the Subscriber acquire hereby, any right, title or interest in or to the Greenlots Intellectual Property or any underlying or third-party Intellectual Property Rights inhering therein, or any goodwill associated therewith, other than those rights expressly granted hereunder. This Agreement shall not affect Greenlots' right to enjoin or obtain relief against any acts by third parties or trademark or patent infringement or unfair competition, or any other action that Greenlots may take to protect Greenlots' Intellectual Property Rights in the Territory.
- 6.3 Property of the Subscriber. The parties agree that all data contributed directly by the Subscriber and which is owned by the Subscriber, or licensed directly to the Subscriber by any party other than Greenlots, prior to the inclusion of such data in the Licensed Software (collectively, the "Subscriber Data") is and will remain the exclusive property of the Subscriber and will inure solely to the benefit of the Subscriber. Greenlots shall be granted such access to the Subscriber Data: (a) as may be necessary to enable Greenlots to perform its obligations hereunder; (b) in order to respond to service or technical problems which may arise from time to time and at any time; and/or (c) otherwise at the Subscriber's discretion.
- 6.4 License. Greenlots shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the Greenlots Charging Network and/or the Greenlots Services any suggestions, enhancement requests, recommendations improvements or other feedback provided by the Subscriber and/or Subscriber Authorized Users relating to any and all of the Greenlots Charging Network and the Greenlots Services.

ARTICLE 7

NO ASSIGNMENT OR SUBLICENCES

- 7.1 No Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the express written consent of the other party. Notwithstanding the foregoing either party may assign this agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of any or substantially all of its assets provided the assignee agrees in writing to comply with all applicable provisions of the Agreement, including protecting Confidential Information. This Agreement shall not be assignable by the Subscriber to any direct or indirect competitor of Greenlots engaging in developing electric vehicle charging hardware and/or software and any attempt to assign without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
- 7.2 No Sub-Licensing. Except as otherwise set forth herein, the License, the Greenlots Services and the rights granted to the Subscriber under this Agreement shall not be sub-licensed by the Subscriber without the prior written authorization of Greenlots.

ARTICLE 8

TERM AND TERMINATION

- 8.1 Term. This Agreement shall be valid for a period of ^{two}~~three~~ years commencing from the Effective Date, during which the access to the Greenlots Charging Network, the License and the subscription for the Greenlots Services shall be valid ("Initial Term").

8.2 Additional Terms. Unless either party gives the other party written notice, not later than 60 days prior to the last day of the Initial Term, of its intent to terminate this Agreement at the end of the Initial Term, this Agreement shall automatically renew for an additional term of one (1) calendar year (each such additional calendar year term to be referred to as an "Additional Term"). Either party may terminate this Agreement during any Additional Term by giving written notice to the other party at least 60 days prior to the last day of such current Additional Term or in such other manner as may be otherwise provided in this Agreement, failing which this Agreement shall again automatically be renewed for a subsequent Additional Term.

8.3 Early Termination for Cause by Greenlots.

8.3.1 Greenlots may terminate the license granted to the Subscriber hereunder and terminate this Agreement immediately upon 5 business days' prior written notice to the Subscriber, if:

- (a) an Insolvency Event has occurred in relation to the Subscriber;
- (b) the Subscriber breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following the Subscriber's receipt of written notice thereof from Greenlots; or
- (c) (i) the Subscriber is more than 60 days late in the payment of Fees or any other payments due and owing (and documented) to Greenlots; (ii) the Subscriber has received prior notices of such Fees and/or other payments from Greenlots and requests for payments therefore; and (iii) the Subscriber fails to cure such late payment within 7 days following such written notice from Greenlots.

8.3.2 Upon any termination of this Agreement pursuant to Section 8.3.1 above, subject to the additional terms and conditions hereof, all rights in the Licensed Software granted to the Subscriber hereunder shall automatically revert to Greenlots, and the Subscriber shall have no further rights in, and shall immediately cease all use of, the Licensed Software. The Subscriber shall also promptly return or destroy all documents (including copies), diskettes, tapes and other material (in whatsoever medium) held by the Subscriber in relation to the Licensed Software to Greenlots upon written demand therefor by Greenlots. The failure of Greenlots to make any such demand initially shall not operate as a waiver by Greenlots of this provision.

8.4 Early Termination for Cause by the Subscriber. The Subscriber may terminate this Agreement immediately upon 5 business days' prior written notice to Greenlots, if:

- (a) an Insolvency Event has occurred in relation to Greenlots; or
- (b) Greenlots breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following Greenlots' receipt of written notice thereof from the Subscriber.

ARTICLE 9
LIMITATION OF LIABILITY

9.1 LIMITATION OF GREENLOTS' LIABILITY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ACCESS TO THE GREENLOTS CHARGING NETWORK, THE LICENSE AND THE GREENLOTS SERVICES ARE PROVIDED BY GREENLOTS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL GREENLOTS BE LIABLE TO THE SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE PARTICIPATION OF THE SUBSCRIBER IN THE GREENLOTS CHARGING NETWORK, THE EXERCISE OF THE LICENSE, THE USE OF THE LICENSED SOFTWARE OR THE GREENLOTS SERVICES, OR OTHERWISE ARISING OUT OF THIS

AGREEMENT, WHETHER IN RELATION TO ANY BREACH OF ANY REPRESENTATIONS AND WARRANTIES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL GREENLOTS' AGGREGATE LIABILITY TO THE SUBSCRIBER PURSUANT TO THIS AGREEMENT EXCEED THE TOTAL SUM OF ANY FEES RECEIVED BY GREENLOTS FROM THE SUBSCRIBER IN THE TWELVE CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DATE ANY SUCH CLAIM IS MADE. FOR THE AVOIDANCE OF DOUBT, GREENLOTS SHALL OWE NO LIABILITY TO THE SUBSCRIBER OR ANY CONTRACTUAL COUNTERPARTIES OF THE SUBSCRIBER FOR ANY BREACH BY THE SUBSCRIBER OF ITS CONTRACTUAL OBLIGATIONS TO SUCH COUNTERPARTIES INCLUDING BUT NOT LIMITED TO, ANY FAILURE BY THE SUBSCRIBER TO COMPLY WITH ITS SERVICE LEVEL AGREEMENTS UNLESS SUCH LIABILITY ARISES AS A RESULT OF FRAUD OR GROSS NEGLIGENCE ON THE PART OF GREENLOTS.

- 9.2 Limits. Where the limitation of liability in Section 9.1 is prohibited or restricted under applicable law, then the liability of Greenlots under such circumstances shall be limited to the maximum extent permitted under such applicable law.

ARTICLE 10 CONFIDENTIALITY

Each party agrees to keep confidential the terms of this Agreement and all information, documents and materials, whether printed or oral, relating to this Agreement, the parties and the transactions contemplated hereunder ("Confidential Information") confidential and not to disclose such Confidential Information except:

- (a) with the prior written consent of the other party;
- (b) as may be required by applicable laws or by the rules of any stock exchange or other authority by which a party may be bound (in which case the disclosing party shall immediately notified the other party thereof);
- (c) to its professional advisers, employees, officers or other representatives; and
- (d) to any advisors and professional services providers which may be appointed by a party to give effect to the obligations of such party under this Agreement.

ARTICLE 11 MISCELLANEOUS

- 11.1 No Partnership. Nothing in this Agreement shall create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between or among any of the parties.
- 11.2 Remedy. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy available at law, in equity, by statute or otherwise. Each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law in equity, by statute or otherwise. The election by any party to pursue one or more of such remedies shall not constitute a waiver by such party of the right to pursue any other available remedy. The parties agree that monetary damages may not be a sufficient remedy for the damage which would accrue to a party by reason of failure by any other party to perform certain of the obligations hereunder. Any such party shall, therefore, be entitled to seek injunctive relief, including specific performance, to enforce such obligations.
- 11.3 Costs and Expenses. The parties agree that unless expressly provided otherwise in this Agreement, each of the parties shall bear its own respective costs and expenses, legal or otherwise, reasonably incurred in relation to preparation, negotiation and execution of this Agreement and all ancillary documents.

- 11.4 Further Assurance. Each of the parties shall, and shall use its reasonable endeavors to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as may be required to carry out, evidence and confirm the provisions of this Agreement.
- 11.5 Public Announcements. Subject as required by law or by any relevant regulatory authorities, all announcements and circulars by or on behalf of any of the parties and relating to the subject matter of this Agreement shall be in terms to be agreed between the parties in advance of issue.
- 11.6 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties in connection with the license granted hereunder and the arrangements described herein and supersedes all prior oral and written agreements, memoranda, understandings and undertakings between the parties.
- 11.7 Variations. No purported variations of this Agreement shall be effective unless made in writing by all the parties.
- 11.8 Severability of Provisions. If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall, to that extent, be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.
- 11.9 No Waiver. A party's failure to insist on strict performance of any provision of this Agreement shall not constitute a waiver thereof or of any right or remedy for breach of a like or different nature. Subject as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorized officer of the party granting such waiver.
- 11.10 Counterparts. This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 11.11 Notices. All notices, requests, demands and other communications given by any of the parties hereunder shall be in writing and shall be given only by personal delivery, registered mail or courier service or sent by facsimile transmission or electronic mail to the addresses and facsimile numbers set out below:

For Greenlots: 156 2nd Street, San Francisco, CA 94105, U.S.A.
Attention: Lin Khoo

For the Subscriber: PO Box 440, 826 Okanagan Avenue, Chase, BC V0E 1M0, Canada
Attention: Joni Heinrich

or to such other address or facsimile number as the parties may from time to time notify the others in writing. Any such communication shall be deemed duly given in the case of personal delivery and courier service upon delivery and receipt of written acknowledgement thereof, in the case of registered mail ten days after posting, in the case of facsimile transmission upon transmission and receipt of a satisfactory transmission transcript; *provided* that if such day is not a business day or such time not a normal business hour then delivery shall be deemed to have occurred on the following business day.

11.12 Governing Law; Dispute Resolution.

- 11.12.1 This Agreement shall be governed by, and construed and enforced in accordance with the laws of the Province of British Columbia, Canada, without giving effect to any principles of conflict of laws.

- 11.12.2 Any action or arbitration arising from this Agreement related thereto shall be commenced and maintained only in the Province of British Columbia, Canada. Each of the parties hereto consents to the jurisdiction and venue of the courts located there.
- 11.12.3 Any dispute arising from this Agreement or related thereto shall be resolved by binding arbitration as provided by the rules of ADR Services, Inc. ("ADR"), and in the office of ADR, located in Wilmington, Delaware.
- 11.12.4 The parties each expressly waive the right to a jury trial, and agree that the arbitration award shall be final and binding on the parties. The arbitrator shall have the discretion to award monetary and other damages, or to award no damages, and to fashion any other relief the arbitrator deems appropriate, but only to the extent consistent with law.
- 11.12.5 The reasonable expenses incurred in any proceeding to compel arbitration or to confirm or enforce an arbitral award or any resulting judgment, including attorney's fees shall be paid to the prevailing party in such a proceeding. Each party shall bear its own expenses, including attorney's fees, incurred during arbitration.

[Remainder of Page Intentionally Blank; Signatures Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

VILLAGE OF CHASE

By: _____
Name: Joni Heinrich
Title: Chief Administrative Officer

ZECO SYSTEMS, INC.

By:  _____
Name: Lin-Zhuang Khoo
Title: Senior Vice-President

ANNEXURE A

LICENSED SOFTWARE

The Licensed Software consists of an integrated Internet-based platform (SKY) that has bi-directional communication with Networked Charging Stations. The platform is made up of:

1. A backend database
2. A front-end user interface for the Subscriber
3. A front-end user interface for the Customer
4. A mobile phone application for the Customer that is supported on Android and iOS operating systems. Support for additional operating systems may be added later at Greenlots' sole discretion
5. A payment collection and settlement system
6. A data collection and reporting system
7. A call center for Customer technical and payment support

Together, the Licensed Software performs the following functions:

1. Provides a directory of Charging Stations belonging to the Subscriber, including all pertinent information such as address, serial number, manufacturer, model, charging type and price for Customers, if applicable
2. Reports the status of Charging Stations whether they are in-use, faulted, available or temporarily unknown
3. Enables the Subscriber to set a price for Customers to use these Charging Stations
4. Provides a payment method for Customers to pay for use of these Charging Stations
5. Provides a third-party payment processor (currently, Braintree Payment Solutions, LLC) which complies with Payment Card Industry ("PCI") Data Security Standard DSS") of Visa and MasterCard.
6. Collects usage and charging data from these Charging Stations and provides them to the Subscriber in either CSV or graphical format
7. Provides first level technical support to Customers and routes them to the Charging Station manufacturer for escalation

ANNEXURE B

SERVICES AND SERVICE LEVELS

Greenlots shall provide services and support according to the following terms:

1. Phone support for payment and technical issues shall be provided to Customers 365 days a year from 8AM to 6PM Pacific Standard Time
2. Greenlots shall provide an on-call resource to the Subscriber at all other times and shall provide appropriate email and phone contact information to ensure accessibility
3. Greenlots shall ensure that scheduled system downtime occur only between the hours of 9PM to 5AM Pacific Standard Time to avoid disruption to the Subscriber and Customers.
4. Greenlots shall ensure that unscheduled downtime be responded to immediately and every reasonable effort be made to restore service
5. The Subscriber acknowledges that some downtime may be attributed to Charging Station hardware and while Greenlots will promptly report and log the problem to the associated party; the duration of downtime in this instance is out of Greenlots' control

On Behalf of the Chase and District Museum I would like to thank

The Village of Chase for their donation of \$1500.

*The Chase and District Museum is relying on donations to fund our
summer student and are very grateful for generous organizations within
the community.*

Thank you once again.

Sincerely,

Kathy Fisch

Diana Ball

The Chase and District Museum

THANK YOU



Village of Chase Policy Manual

Title:	ADM – 24 Mobile Vendor Policy
Date Adopted:	Revised:
Date Effective:	Reviewed:
Special Notes / Cross Reference:	This Policy is to be used in conjunction with all other applicable Bylaws and legislation

POLICY: Regulations applicable to all Mobile Food Vendor activities within the Village of Chase.

PURPOSE: To set guidelines and direction for Mobile Food Vendor activities on Village owned land and where permitted on private property, to ensure appropriate siting, aesthetics of vendor vehicle or push cart, mitigation of liability to the municipality, and the assurance of public safety.

DEFINITIONS:

BUSINESS LICENCE means a document issued in accordance with Bylaw 735-2011 or its replacements, authorizing the carrying on of a commercial or industrial undertaking of any kind or the providing of professional, personal or other services for the purpose of gain or profit whether only based within the Village of Chase or actually operating within the Village, and shall include subsidiary operations which are a demonstrably integral part of the principal Business. Individually licensed businesses shall be differentiated by type of business irrespective of joint ownership or co-location. Business includes Home Occupation.

COMMUNITY EVENT means 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.

DOWNTOWN CORE means anywhere along Shuswap Avenue from Coburn Street to Pine Street.

LICENSE AREA means the area or space for which the Mobile Vendor has been given permission to park for the period permitted, including the space for the mobile vendor towing vehicle and other necessary equipment for the operation of the Mobile Vendor.

MOBILE VENDOR means an independently operated vehicle, 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 for a business entity, in an outdoor setting to either passers-by or seated patrons.

NON-PROFIT VENDOR means a mobile vendor occupying public space, typically providing food, beverages, retail products or information by a non-profit entity in an outdoor setting to either passers-by or seated patrons for the purpose of fund-raising or increasing public awareness about the organization or its mandate.

PRIVATE EXCLUSIVE means an event (i.e. wedding, family gathering) requiring public exclusion within a specific area for privacy or ceremonial means.

PRIVATE NON-EXCLUSIVE means an event (i.e. 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.



Village of Chase Policy Manual

PUBLIC SPACE means, rights-of-way, boulevards, street parking spaces, parks and parking lots owned or leased by the Village, not specifically designed for the activity or event applied for under this policy but which may be suitable for temporary occupancy.

PRIVATE SPACE means any privately owned parking lot, privately owned commercial lot or other space that is privately owned and has space to accommodate one or more mobile vendor or non-profit vendor.

SEASONAL means from May 1st to September 30th of each calendar year.

VILLAGE means the municipality of the Village of Chase.

APPLICATION PROCEDURE:

1. All Applicants must provide:
 - a. Proof of a Village Business Licence;
 - b. Completed Mobile Vendor or Non-Profit Mobile Vendor Application;
 - c. A letter of intent with the proposed hours and days of operation;
 - d. Site plan showing dimensions and location of area to be used;
 - e. In the case of the mobile vendor or non-profit mobile vendor conducting business on private property, written permission from the private property owner;
 - f. Photograph of mobile unit (including vehicle used to tow a trailer if applicable);
 - g. A list of services/products provided;
 - h. Any additional details requested by the Village.
2. Applicants must provide proof that they carry valid liability insurance in relation to their mobile vendor activities in the amount of at least two million dollars (\$2,000,000) and the insurance must indicate the Village as an additional insured.
3. Mobile vendors must have Motor Vehicle Liability Insurance with a minimum coverage of \$2,000,000;
4. Applicants must provide proof of all necessary permits from third parties:
 - Interior Health requires prior approval for all businesses handling food (250-851-7340);
 - All concessions using propane heating and cooling systems must obtain approval from the Fire Department (250 679 3238);
 - Additional regulations may apply from time to time.

TERMS AND CONDITIONS:

5. Mobile Vendors may only operate from 8:00 a.m. to 10:00 p.m. each day and must ensure all vehicles and associated business items are removed at the end of each operating day. Permitted Mobile Vendors on private property do not have to remove these items; however, the area must remain tidy. In certain circumstances (i.e. more than one day event) temporary tenures may be issued up to a maximum of 72 hours during which removal of items may be exempted. The Village of Chase is not responsible for loss or damage occurring to a mobile apparatus or associated vehicle that is parked overnight at the venue for which is it permitted to operate.
6. Mobile vendors are not permitted to operate anywhere along Shuswap Avenue between Coburn Street and Pine Street on public or private property.



Village of Chase Policy Manual

7. Non-profit Vendors providing information only may operation in the Downtown Core.
8. A Mobile Vendor may not play music after 9:00 p.m. and at no time shall a Mobile Vendor disturb the quiet peace, rest and enjoyment of people in the neighbourhood or vicinity.
9. In addition to the requirement to be in compliance with any existing noise bylaw, Mobile Vendors who utilize a calliope, loudspeaker or other noise making device may only do so for a short (3 – 5 minutes) period of time prior to parking.
10. Subject to the Zoning Bylaw and/or obtaining the written permission of the above authorities as applicable, where a Mobile Vendor is catering to or delivering to a business or construction site, units shall not park or stop on the travelled portion of a highway, and shall not be stopped at one location longer than is necessary to serve customers, and at no time shall remain stopped for longer than twenty (20) minutes at any one location.
11. All vendors may be required to vacate approved Mobile Vendor areas in order to accommodate Village of Chase or other authority's operational requirements (gas, electricity utilities as examples). There will be no credits or refunds issued in these circumstances.
12. Mobile Vendor permits will be valid for one year from January 1st to December 31st in each calendar year and are to be renewed annually no later than April 1st of the year in which business is conducted. A Mobile Vendor permit for one-time events will be valid for the duration of the event only.
13. Annual renewals must provide the same documentation required by third parties (insurance, permits, etc) as new applicants.
14. Prior to renewing a renewal of Mobile Vendor permit, the Village will take into account any justifiable complaints received in the past year – such complaints may mean changes required to the operation of the Mobile Vendor (i.e. the cessation of music or other noise) prior to the issuance of a permit for that period, or the permit may be denied.
15. A Mobile Vendor permit may be revoked by the Village if the Licence area is not maintained in an attractive and safe condition or if the operation is causing disturbance to the neighbouring property owners on an ongoing basis. The Village may remove poorly maintained structures at the owner's expense.

LICENSE AREA USAGE REQUIREMENTS

16. A mobile Vendor will not be permitted to locate where, in the opinion of Village, the mobile apparatus will interfere with safe vehicle, mobility devices, and pedestrian movements.
17. Mobile Vendors requiring parking shall occupy a maximum of two parallel parking spaces or a maximum of three angled parking spaces adjacent to their mobile apparatus.
18. Unless special permission is granted for a specific purpose, such as a farmers market, Mobile Vendors are not to stop in the downtown core.
19. The area immediately around a Mobile Vendor must be kept in a good, neat and tidy condition. Licensees shall promptly, at their cost, make all needed repairs to the Licence Area. Two small third party signs will be permitted in the area immediately adjacent to the Mobile Vendor but will not be permitted to impede traffic, pedestrians or create any safety hazards.



Village of Chase Policy Manual

20. Vehicles and items belonging to the Mobile Vendor permittee must be of a quality so as not to be considered by the public as unsightly or visual detractors in the area.
21. All rights of way adjacent to the Licence Area must be kept free and clear of obstruction and open to pedestrian access at all times.



Village of Chase Policy Manual

Schedule "A" Mobile Vendor Permit Fees

Community Events, Private Non-Exclusive, and Non Profit Vendors

No fee

Mobile Vendor:

An annual fee of \$250 applicable to a maximum of three (3) approved License Areas or one (1) approved mobile route.

Mobile Vendor (per 24-hour period):

A one-time fee of \$50 applicable to one approved License Area.

Mobile Vendor Associations:

An annual fee of \$100 applicable to the License Area which covers all participating vendors. The fee is exempted for a Mobile Vendor Association participating in a Community Event.

Private Exclusive

A minimum fee of \$100 plus \$50 per hour (or portion thereof) after the first 2 hours, and includes all time used in physical preparation of the Public Space until it has been vacated for the purposes of the License.

Use of Electricity (if available) on Village owned Land

\$50 per 12 hour period.

All fees are in addition to required Business License Fees (if applicable).

Fees are payable upon the issuance of the license and may be modified or waived in special circumstances. Unpaid fees will result in the withholding of the License the subsequent year.



Village of Chase Policy Manual

Mobile Vending Unit Regulation Requirements

MOBILE VENDOR means an independently operated vehicle, structure, or mobile vending apparatus occupying public or private commercial space, typically for the purpose of providing food and beverages, retail products, or services for commercial sale for a business entity, in an outdoor setting to either passers-by or seated patrons.

Regulation	Private Property (if permitted by Zoning)	Street Locations	Public Parks	Mobile Unit
Business Licence	✓	✓	✓	✓
Fire Department approval	✓	✓	✓	✓
Health approval	✓	✓	✓	✓
Insurance	✓	✓	✓	✓
Tidy area	✓	✓	✓	✓
Noise impact minimal	✓	✓	✓	✓
No obstruction to pedestrian flow	✓	✓	✓	✓
No obstruction to vehicle flow	✓	✓	✓	✓
Approval of property owner	✓			
Hours	8:00 a.m. – 10:00 p.m.	9:00 a.m. – 7:00 p.m.	Based on Times of Event	10:00 a.m. – 7:00 p.m.
Pictures of vehicle / trailer	✓	✓	✓	✓
Dimensions of vehicle / trailer	✓	✓	✓	✓
Maximum # chairs/tables	6/3	4/2	4/2	4/2
Setback from building	5 feet	n/a	5 feet	n/a

****Note:** This table is for reference and may not include all requirements in relation to the subject business.



Chase Hamper Society
P.O. Box 137
Chase, B.C. V0E 1M0

July 12, 2016

Village of Chase
P.O. Box 440
Chase, B.C.
V0E 1M0

Mayor and Council

This letter is written in support for Mr. Wally Churchill who has taken it upon himself to host a Birthday Hootenanny for his 86th Birthday at the Chase Community Hall Saturday August 6th, 2016. He has approached several musicians in the community who have agreed to perform on this date. Mr. Churchill is hosting this event to raise financial donations and to bring in non- perishable food donations for the Chase Hamper Society. We are requesting that Mayor and Council consider waiving the rental fee for the community hall for this event in support of the Chase Hamper Society.
Thanking you in advance.

Sincerely,

Maureen MacDonald
Chair,
Chase Hamper Society

Chase CORNSTOCK

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

July 15, 2016

Dear Mayor Berrigan and Councillors Maki, Lepsoe, Scott, and Egely;

RE: Chase CornStock

Chase CornStock will be returning for its 7th year of family fun on Saturday, August 13th, 2016. As per past events, the organizing committee requests that Council grants us permission to host the event at Chase Memorial Beach and use the on-site facilities (washrooms, electrical connections, sound-equipment, the Joyce Dunn Theatre etc.).

We are once again planning to host a Beer Garden and we seek the Village's permission to do so. As in previous years, a member of our committee will ensure that all the proper documentation (ie. Insurance, Liquor License, RCMP notification etc.) is in order and we will submit/verify these documents with a Village staff member prior to the event.

To commence the celebrations on August 13th we will have opening remarks at 3pm and we invite the mayor, or acting mayor, to join us to make a statement on behalf of the Village. We will also be requesting an opening message from a local First Nations elder and we will have Miss Chase and Princesses emceeing the event.

If you have any questions regarding any of our requests or would like a member of our organizing committee to attend a meeting to address any concerns, please feel free to contact me.

We appreciate the Village's previous support of this event and thank you in advance for your consideration to our requests and invitation.

Thanks,



Brock Endean
CornStock Chair



July 11 2016

Re: Raise-a-Reader Sponsorship Opportunities

Dear Mayor and Council

The Raise-a-Reader Committee invites you to be a sponsor of our **8th** annual Chase Raise-a-Reader campaign scheduled for **Tuesday, September 27th 2016**

Sponsors will be recognized in local papers and on our Facebook page. (donations of \$250+)

This campaign boosts awareness about the importance of literacy, and raises much needed funds to support local literacy programs. We are proud to participate in this important national Post Media initiative.

On September 27th, volunteers from organizations, sports clubs and others will join together to exchange newspapers for donations to literacy. Surrounded by signage and wearing signature bright orange T-shirts, we will be hawking a special Raise-a-Reader edition of Kamloops This Week.

If you would like to VOLUNTEER and help us 'hawk' papers - your support would be greatly appreciated.

We are working on a new program this fall to help local businesses and non profit organizations understand, use and take advantage of social media to build their business and increase our community profile. In other words economic development.

With your support, the Raise-a-Reader program strengthens Chase by promoting literacy within our own community. If you have any questions, please contact Barbara Maher, Raise-A-Reader Committee Chair at 250-679-3442 or literacyinchase@gmail.com

Sincerely,

Barbara Maher
Literacy Outreach Coordinator
Chase Literacy Program



Village of Chase
Chase BC. V0E 1M0

July 12 2016

Re: Raise-a-Reader

Dear Mayor and Council

I received your letter asking for more information about the distribution of the funds received.

All funds received in Chase, stay in Chase and will receive some matching funds from the government

Funds are used to:

1. Purchase books to fill the 4 Red Bookshelves located at (Health Centre, Wellness Centre, Physio Centre, Employment Centre and Royal Bank)
2. Books for the Reading with Santa during Chase Country Christmas , Books in Christmas Hampers (1 book for every child)
3. Free Family Skate and other events during Family Literacy Week at end of January each year (rental of arena, books, craft supplies and snack for all children attending- last year we had over 100 children)
4. K' Fair- books, craft supplies
5. Adult Computer classes- room rental, internet access, paper, copying (ink)
6. Supplies (DVD's) and honorarium to volunteers who take photos of all events
7. Cost for website use

This year we plan to create a new program to help businesses and non profits by teaching them about social media to help build their business profile - this will help build the community profile- this is a form of economic development. We hope to engage the help of a couple of the Chase Senior Secondary students with this program

I hope this answers your question and concern about the allocation of funds. If you need more information , I may be reached at 250-679-3442

Sincerely,

Barbara Maher
Literacy Outreach Coordinator
Chase Literacy Program



Village of Chase

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

PROCLAMATION

Decoda Literacy Solutions and
Chase Literacy Program

**Literacy Month
September 2016**

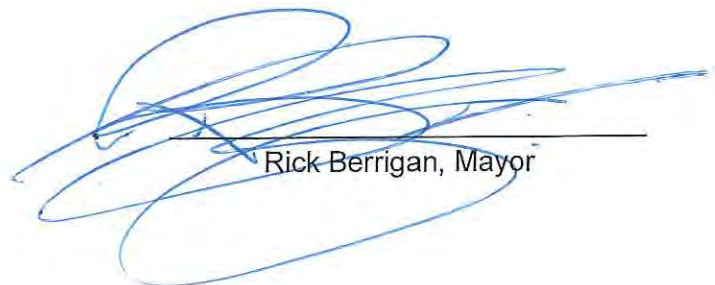
WHEREAS: British Columbia's provincial literacy organization, Decoda Literacy Solutions together with the Chase Literacy Program have a vision of building a culture of community-based literacy and learning across the Province; and

WHEREAS: The goals of Decoda Literacy Solutions and the Chase Literacy Program are:

1. to raise awareness of the importance of literacy for all British Columbians, and
2. to raise awareness about community-based resources, and
3. to raise funds to support community-based literacy programs, initiatives, and organizations.

THEREFORE, let it be known that the month of September 2016 shall be proclaimed Literacy Month in the Village of Chase.

Dated this 26th day of July 2016.



Rick Berrigan, Mayor



Selina Robinson, MLA
(Coquitlam-Maillardville)



**Province of
British Columbia**
Legislative Assembly

Selina Robinson, MLA
(Coquitlam - Maillardville)
Victoria Office:
Room 201
Parliament Buildings
Victoria, BC V8V 1X4

Community Office:
102 - 1108 Austin Avenue
Coquitlam, BC V3K 3P5
Telephone: 604 933-2001
Facsimile: 604 933-2002

July 5, 2016

RECEIVED
Village of Chase

JUL 11 2016

His Worship Mayor Rick Berrigan and Council
Village of Chase
Box 440
Chase, BC V0E 1M0

Original _____
File _____
Copy _____
Agenda _____

Dear Mayor Berrigan and Councillors,

I hope your summer is going well. I am writing to you in preparation for the UBCM Convention September 26-30. I am pleased to inform you that all of the Opposition MLAs will be at the UBCM Convention and that we would love to meet with you and hear more about your issues and concerns.

In order to book an appointment with an MLA during UBCM please contact my Legislative Assistant Brontë Renwick-Shields at bronte.renwick-shields@leg.bc.ca or call 250-952-7647 and she will be happy to schedule an appointment for you. Please let Brontë know the specific issues or concerns that you would like to address in the meeting so that we can ensure the appropriate MLAs are in attendance.

We would also like to remind you that the Opposition will be hosting a free breakfast on the Friday morning of UBCM in the Crystal Ballroom Room at the Fairmont Empress Hotel, doors open at 6:45 am but please come when you can before 8:30 am. We would love to have you join us, invitations and further information will be included in your Convention package.

Yours sincerely,

Selina Robinson, M.L.A Coquitlam-Maillardville
Opposition Spokesperson for Local Government, Seniors and Sports



Village Of Chase

Administrative Report

TO: Mayor and Council

FROM: Director Financial Services

DATE: 18 July 2016

RE: Quarterly financial report to 30 June 2016

ISSUE/PURPOSE

For council information. The Quarterly Summary financial report presents the total revenues and expenditures for each general function within each fund and a summary of the capital. The Quarterly Detailed financial report presents more detailed information for sub functions, summarizing revenues and expenditure for each

DISCUSSION

Tax requisition payments will be recorded in July and August 2016; therefore the quarterly report shows a significant cash surplus of \$2,554,527 up to 30 June.

Unconditional Provincial grants were not reduced by the province in the current year; therefore revenues will be \$126,000 above budget.

Utility Revenues for garbage, water and sewer are all reflecting below budget. This is caused by the billing cycle not corresponding to the financial cycle. The detailed report separates the revenues and expenditures to highlight the differences. All of these budgets are within limits.

Economic Development is going slightly over budget with the costs of some projects, but a large part of this will be covered by additional revenues, for example \$5,000 for sign repairs reimbursed by insurance.

Arena is running just above budget but should be within budget for the year.

Cemetery and Memorial Park Wharf expenditures are running high. These are small budgets which can fluctuate significantly when any work is done. These areas should be ok for the year.

The water and waste water expenditure budgets are running slightly below budget. This should continue for the rest of the year.

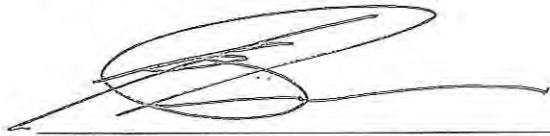
The capital spending in all areas is well below budget. This is primarily caused by the late approval of the budgets delaying start of capital expenditure, and the Sewage Lagoon project was delayed by the necessity of redesigning the project to bring it in on budget.

At this time we are in good position on the budget with only a couple of areas being watched closely.

RECOMMENDATION

That the June 2016 Quarterly financial report be accepted as presented.

Respectfully submitted,

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

Leif Pedersen, Director Financial Services

Approved for Agenda:

Joni Heinicke, CAO

Village of Chase
Quarterly Summary Financial Report
Period ended 30 June 2016

	Annual Budget	YTD Actual	Budget Remaining	% Remaining
Water Services Fund				
Revenues	348,800	88,443	(260,357)	(74.64%)
Expenditures	734,700	333,327	401,373	54.63%
Net Water Services Fund Operations Surplus (Deficit)	(385,900)	(244,884)	141,016	(36.54%)
Capital Transactions				
Amortization Offset	350,700	171,133	(179,567)	(51.20%)
Reserve transfers	0	0	0	#DIV/0!
Debt Funding	(48,000)	(24,012)	23,988	(49.98%)
Capital expenditures	(34,800)	(13,100)	21,700	62.36%
Net Water Services Capital Fund Surplus (Deficit)	267,900	134,021	(133,879)	49.97%
Net Water Services Fund Surplus (Deficit)	(118,000)	(110,863)	7,137	6.05%
Waste Water Services Fund				
Revenues	1,748,500	194,787	(1,553,713)	(88.86%)
Expenditures	379,500	151,148	228,352	60.17%
Net Waste Water Services Fund Operations Surplus (Deficit)	1,369,000	43,639	(1,325,361)	96.81%
Capital Transactions				
Amortization Offset	164,600	71,882	(92,718)	(56.33%)
Reserve transfers	156,000	0	(156,000)	(100.00%)
Debt Funding	(11,500)	(11,526)	(26)	0.22%
Capital expenditures	(1,675,000)	(176,863)	1,498,137	89.44%
Net Waste Water Services Capital Fund Surplus (Deficit)	(1,365,900)	(116,507)	1,249,393	91.47%
Net Waste Water Services Fund Surplus (Deficit)	3,100	(72,868)	(75,968)	(2450.58%)
Total Village Surplus (Deficit)	(497,900)	2,554,527	3,484,427	699.82%

Village of Chase
Quarterly Summary Financial Report
Period ended 30 June 2016

	Annual Budget	YTD Actual	Budget Remaining	% Remaining
General Fund				
Revenues				
Taxation	1,653,300	3,349,619	1,696,319	102.60%
General Government	326,100	441,155	115,055	35.28%
Protective Services	35,200	16,903	(18,298)	(51.98%)
Solid waste Management	230,200	74,402	(155,798)	(67.68%)
Development Services	19,300	24,214	4,914	25.46%
Transportation	0	0	0	#DIV/0!
Parks, recreation and Culture	565,200	18,446	(96,754)	(17.12%)
Property Management	7,600	3,075	(4,525)	(59.54%)
Other Services	6,800	3,453	(3,348)	(49.23%)
Total General Fund Revenues	2,843,700	3,931,266	1,537,566	54.07%
Expenditures				
General Government	633,000	280,255	352,745	55.73%
Protective Services	314,100	144,968	169,132	53.85%
Solid waste Management	250,500	120,292	130,208	51.98%
Development Services	143,100	68,131	74,969	52.39%
Transportation	769,700	346,082	423,618	55.04%
Parks, Recreation and Culture	740,200	333,251	388,949	52.55%
Property Management	3,000	799	2,201	73.37%
Other Services	41,000	21,767	19,233	46.91%
Total General Fund Expenditures	2,894,600	1,315,546	1,561,054	53.93%
Net General Fund Operations Surplus (Deficit)	(50,900)	2,615,721	3,098,621	6087.66%
Capital Transactions				
Amortization Offset	580,200	271,899	(308,301)	(53.14%)
Reserve transfers	230,000	205,117	(24,883)	(10.82%)
Debt Funding	(109,500)	(7,083)	102,417	(93.53%)
Capital expenditures	(1,032,800)	(347,396)	685,404	66.36%
Net General Capital Fund Surplus (Deficit)	(332,100)	122,537	454,637	136.90%
Net General Fund Surplus (Deficit)	(383,000)	2,738,258	3,553,258	927.74%

Village of Chase
Quarterly detailed Financial Report
Period ended 30 June 2016

	Annual Budget	YTD Actual	Budget Remaining	% Remaining
General fund				
Taxation				
Municipal	1,566,000	1,565,638	(362)	(0.02%)
Penalties and Interest	38,000	10,294	(27,706)	(72.91%)
Utilities Linear 1% Tax	38,000	22,157	(15,843)	(41.69%)
Payments in Place of Taxes	11,300	19,312	8,012	70.91%
	1,653,300	1,617,401	(35,899)	(2.17%)
Taxes Collected for others	1,816,600	1,756,404	(60,196)	(3.31%)
Taxes Remitted to Others	1,816,600	24,186	1,792,414	98.67%
Net Taxes collected for Others	0	1,732,218	1,732,218	
Net Tax Revenues	1,653,300	3,349,619	1,696,319	102.60%
General Government				
Grant Revenues	273,000	399,478	126,478	46.33%
Grants in Aid	26,000	9,286	16,714	64.28%
Net Grants	247,000	390,192	143,192	57.97%
Investment Income	9,000	7,431	(1,569)	(17.43%)
Legislative Expense	(70,100)	(34,496)	35,604	(50.79%)
Administration Revenues	44,100	34,246	(9,854)	(22.34%)
Administration Expense	536,900	236,473	300,427	55.96%
Net Administration	(492,800)	(202,227)	290,573	58.96%
Net General Government	(306,900)	160,900	467,800	152.43%
Protective Services				
Bylaw Enforcement Revenues	4,700	4,131	(569)	(12.10%)
Bylaw Enforcement Expenses	42,200	15,665	26,535	62.88%
Net Bylaw Enforcement	(37,500)	(11,534)	25,966	69.24%
Fire Protection Revenues	22,500	5,210	(17,290)	(76.84%)
Fire Protection Expenses	232,100	110,793	121,307	52.26%
Net Fire Protection	(209,600)	(105,583)	104,017	49.63%
Rescue Services Revenue	8,000	7,561	(439)	(5.48%)
Rescue Services Expense	24,400	6,316	18,084	74.11%
Net Rescue Services	(16,400)	1,245	17,645	107.59%
Emergency Preparedness Revenue	0		0	#DIV/0!
Emergency Preparedness Expense	4,000	1,538	2,462	61.54%
Net Emergency Preparedness	(4,000)	(1,538)	2,462	61.54%
Building Inspection Expense	(11,400)	(10,655)	745	6.54%
Net Protective Services	(278,900)	(128,065)	150,835	54.08%

Village of Chase
Quarterly detailed Financial Report
Period ended 30 June 2016

	Annual Budget	YTD Actual	Budget Remaining	% Remaining
Solid Waste and Recycling				
Solid Waste Revenues	230,200	74,402	(155,798)	(67.68%)
Solid Waste Expenses	250,500	120,292	130,208	51.98%
Net Solid Waste and Recycling	(20,300)	(45,890)	(25,590)	126.06%
Development Services				
Planning and Subdivision Revenue	2,500	1,010	(1,490)	(59.60%)
Planning and Subdivision Expense	49,200	15,450	33,750	68.60%
Net Planning and Subdivision	(46,700)	(14,440)	32,260	(69.08%)
Economic Development Revenue	16,800	23,204	6,404	38.12%
Economic Development Expense	93,900	52,681	41,219	43.90%
Net Economic Development	(77,100)	(29,477)	47,623	(61.77%)
Net Development services	(123,800)	(43,917)	79,883	(64.53%)
Transportation and Transit				
Common Services Revenues	0	0	0	#DIV/0!
Common Services Expense	312,400	150,540	161,860	51.81%
Net Public works	(312,400)	(150,540)	161,860	(51.81%)
Roads Revenues	0	0	0	#DIV/0!
Roads Expenses	373,300	157,124	216,176	57.91%
Net Roads	(373,300)	(157,124)	216,176	57.91%
Street Lighting Revenues	0	0	0	#DIV/0!
Street Ligts Expense	54,200	20,859	33,341	61.51%
Net Street Lights	(54,200)	(20,859)	33,341	61.51%
Sidewalk Revenues	0	0	0	#DIV/0!
Sidewalk Expenses	2,400	6,626	(4,226)	(176.09%)
Net sidewalks	(2,400)	(6,626)	(4,226)	(176.09%)
Drainage Revenues	0	0	0	#DIV/0!
Drainage Expenses	27,400	10,932	16,468	60.10%
Net Drainage	(27,400)	(10,932)	16,468	60.10%
Net Transportation and Transit	(769,700)	(346,082)	423,618	55.04%

Village of Chase
Quarterly detailed Financial Report
Period ended 30 June 2016

	Annual Budget	YTD Actual	Budget Remaining	% Remaining
Parks, Recreation and Culture				
Parks Revenue	49,500		(49,500)	(100.00%)
Parks Expenses	265,300	134,433	130,867	49.33%
Net Parks	(215,800)	(134,433)	81,367	37.71%
Recreation Program Revenues	19,200	0	(19,200)	(100.00%)
Recreation Program Expenses	36,600	1,030	35,570	97.19%
Net Recreation Programms	(17,400)	(1,030)	16,370	94.08%
Arena Revenues	30,000	8,798	(21,202)	(70.67%)
Arena Expenses	285,300	146,330	138,970	48.71%
Net Arena	(255,300)	(137,532)	117,768	46.13%
Community Hall Revenues	16,500	9,648	(6,852)	(41.53%)
Community Hall Expenses	129,300	49,280	80,020	61.89%
Net Community Hall	(112,800)	(39,632)	73,168	64.86%
Museum Revenues		0	0	#DIV/0!
Museum Expenditures	5,700	2,179	3,521	61.77%
Net Museum	(5,700)	(2,179)	3,521	61.77%
Curling Rink Revenues	450,000	0	(450,000)	(100.00%)
Curling Rink Expenses	18,000		18,000	100.00%
Net Museum	432,000	0	(432,000)	100.00%
Net Parks, Recreation and Culture	(175,000)	(314,805)	(139,805)	(79.89%)
Property Management				
Property Revenues	7,600	3,075	(4,525)	(59.54%)
Property Expenses	3,000	799	2,201	73.37%
Net Property Management	4,600	2,276	(2,324)	(50.52%)
Other Services				
Cemetery Revenue	6,800	3,453	(3,348)	(49.23%)
Cemetery Expense	13,100	8,078	5,022	38.33%
Net Cemetery	(6,300)	(4,626)	1,674	(26.58%)
Memorial Park Wharf Revenue	0		0	#DIV/0!
Memorial Park Wharf Expense	22,200	13,689	8,511	38.34%
Net Memorial Park	(22,200)	(13,689)	8,511	(38.34%)
Dykes Revenues	0	0	0	#DIV/0!
Dykes Expenses	5,700	0	5,700	100.00%
Net Dykes	(5,700)	0	5,700	(100.00%)
Net Other Services	(34,200)	(18,315)	15,885	(46.45%)
Net General Fund Operating	(50,900)	2,615,721	2,666,621	(5238.94%)

Village of Chase
Quarterly detailed Financial Report
Period ended 30 June 2016

	Annual Budget	YTD Actual	Budget Remaining	% Remaining
Non Operating				
Amortization Offset	580,200	271,899	(308,301)	(53.14%)
Reserve Transfers				
From Reserves	255,000	230,117	(24,883)	(9.76%)
To Reserves	25,000	25,000	0	0.00%
Total Reserve Transfers	230,000	205,117	(24,883)	(10.82%)
Debt				
Debt Received			0	#DIV/0!
Debt Paid	109,500	7,083	102,417	93.53%
Net Debt	(109,500)	(7,083)	102,417	(93.53%)
Capital Expenditures				
General Government	25,000	16,177	8,823	35.29%
Fire Service	74,500	440	74,060	99.41%
Bylaw Enforcement	5,500	1,339	4,161	
Community Development		13,609	(13,609)	#DIV/0!
Solid Waste	208,800	242,648	(33,848)	(16.21%)
Common Services (PW)		13,300		
Roads	50,000	4,699	45,301	90.60%
Parks	49,000	14,388	34,612	70.64%
Community Hall	40,000	7,042	32,958	82.39%
Arena	30,000	27,754	2,246	7.49%
Curling Rink	550,000	0	550,000	100.00%
Museum		6,000	(6,000)	#DIV/0!
	(1,032,800)	(347,396)	698,704	(67.65%)
Net General Capital fund	(332,100)	122,537	467,937	(140.90%)
Net General Cash Surplus (Deficit)	(383,000)	2,738,258	3,134,558	(818.42%)

Village of Chase
Quarterly detailed Financial Report
Period ended 30 June 2016

	Annual Budget	YTD Actual	Budget Remaining	% Remaining
Water Utility				
Administration Revenues	341,000	86,901	(254,099)	(74.52%)
Administration Expenses	88,000	32,472	55,528	63.10%
Net Water Administration	253,000	54,429	(198,571)	(78.49%)
Distribution Revenues	3,000	0	(3,000)	(100.00%)
Distribution Expenses	149,200	71,719	77,481	51.93%
Net Distribution	(146,200)	(71,719)	74,481	50.94%
Treatment Revenues	4,800	1,542	(3,258)	(67.88%)
Treatment Expenses	497,500	229,136	268,364	53.94%
Net Treatment	(492,700)	(227,594)	265,106	(53.81%)
Net Water Utility Operating	(385,900)	(244,884)	141,016	(36.54%)
Non Operating				
Amortization Offset	350,700	171,133	(179,567)	
Reserve Transfers				
From Reserves			0	#DIV/0!
To Reserves			0	#DIV/0!
Total Reserve Transfers	0	0	0	#DIV/0!
Debt				
Debt Received		0	0	#DIV/0!
Debt Paid	48,000	24,012	23,988	49.98%
Net Debt	(48,000)	(24,012)	23,988	(49.98%)
Capital Expenditures				
Distribution			0	#DIV/0!
Treatment	34,800	13,100	21,700	62.36%
	(34,800)	(13,100)	21,700	(62.36%)
Net Water Capital fund	267,900	134,021	(133,879)	(49.97%)
Net Water Cash Surplus(Deficit)	(118,000)	(110,863)	7,137	(6.05%)

Village of Chase
Quarterly detailed Financial Report
Period ended 30 June 2016

	Annual Budget	YTD Actual	Budget Remaining	% Remaining
Waste Water Utility				
Administration Revenues	427,000	71,308	(355,692)	(83.30%)
Administration Expenses	46,900	21,473	25,427	54.22%
Net Administration	380,100	49,835	(330,265)	(86.89%)
Collection Revenues	1,500	0	(1,500)	(100.00%)
Collection Expenses	85,100	38,190	46,910	55.12%
Net Collection	(83,600)	(38,190)	45,410	(54.32%)
Treatment Revenues	1,320,000	123,479	(1,196,521)	(90.65%)
Treatment Expenses	247,500	91,485	156,015	63.04%
Net treatment	1,072,500	31,994	(1,040,506)	(97.02%)
Net Wastewater Utility Operating	1,369,000	43,639	(1,325,361)	(96.81%)
Non Operating				
Amortization Offset	164,600	71,882	(92,718)	(56.33%)
Reserve Transfers				
From Reserves	156,000	0	(156,000)	(100.00%)
To Reserves			0	#DIV/0!
Total Reserve Transfers	156,000	0	(156,000)	(100.00%)
Debt				
Debt Received		0	0	#DIV/0!
Debt Paid	11,500	11,526	(26)	(0.22%)
Net Debt	(11,500)	(11,526)	(26)	0.22%
Capital Expenditures				
Collection	15,000	0	15,000	100.00%
Treatment	1,660,000	176,863	1,483,137	89.35%
	(1,675,000)	(176,863)	1,498,137	89.44%
Net Wastewater Capital Surplus (Deficit)	(1,365,900)	(116,507)	1,249,393	91.47%
Net Wastewater Cash Surplus (Deficit)	3,100	(72,868)	(75,968)	(2450.58%)
Total to date Village Cash Surplus	(497,900)	2,554,527		

Chase Citizens on Patrol
Box 1756,
Chase, BC V0E 1M0

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Village of Chase

JUL 15 2016

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Agenda _____

July 6th, 2016

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

Honorable Mayor – Village Council

We would like to respectfully request a waiver in full or part for the Community Hall rental fee for the Coffeehouse performances on the second Friday of the month from January 2017 thru May 2017.

Thank you for your consideration, we remain

Sincerely yours,



Rolly Mockford
Chairperson
Chase Citizens on Patrol