



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, September 13, 2016 at 4:00 p.m.

1. CALL TO ORDER

2. ADOPTION OF AGENDA

Resolution:

"That the September 13, 2016 Village of Chase Regular Council meeting agenda be adopted as presented."

3. ADOPTION OF MINUTES

Pages 1-7

Regular Meeting held August 23, 2016

Resolution:

"That the minutes of the August 23, 2016 Regular Meeting of Council be adopted as presented."

4. PUBLIC INPUT ON CURRENT AGENDA ITEMS

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

5. DELEGATIONS

6. REPORTS

- a) Mayor and Council Reports
- b) Staff Reports

7. UNFINISHED BUSINESS

7.1 Term Debt Information/ Funding of Chase & District Recreation Society

Report from Director of Financial Services

Pages 8-9

(This item was deferred from the last Council meeting)

7.2 Curling Club Lease and Operating Agreement

Pages 10-24

Lease and Operating Agreement and Memo from the Corporate Officer

(The lease agreement was reviewed by Council at its last meeting – some minor changes have been made to the agreement including its start date, which will coincide with the Purchase and Sale Closing date of September 30, 2016)

7.3 Neighbourhood Golf Cart Pilot Project

Summary of comments on the Neighbourhood Golf Cart 2 year pilot project that were received by the September 9 deadline will be available after 2pm September 12.

7.3.1 Neighbourhood Golf Cart Bylaw

Pages 25-33

Memo from Corporate Officer on the Neighbourhood Golf Cart Bylaw 825 Council is requested to consider giving first three readings to "Village of Chase Neighbourhood Golf Cart Bylaw No. 825-2016"

- 7.4 Meeting with BC Hydro at 2016 UBCM Convention regarding Recreation Facilities Rates Pages 34-35
Memo from the CAO

8. NEW BUSINESS

- 8.1 Report on funding available for the sewage treatment plant upgrade Pages 36-37
A report from the Director of Financial Services
- 8.2 Request from the Lions Club for grant in aid for Community Hall rental Page 38
This request is for a grant in aid to cover the costs of renting the Community Hall for a dance October 28. This request also includes the provision of staff to operate the sound equipment. This request falls outside of the policy contained in the *Fees and Charges Bylaw 820* which provides Administration discretion for hall events that do not have a cover charge.
- 8.3 Note from the Hon. Todd Stone, Minister of Transportation & Infrastructure, MLA Kamloops South Thompson Page 39
A note of appreciation for the partnership the Village has entered into with the Province with respect to the Neighbourhood Golf Cart pilot project.
- 8.4 Letter from Backroads Mapbooks National Sales Manager Pages 40-42
A letter of appreciation from Chris Taylor, Vice President and National Sales Manager of Backroads Mapbooks, for the Village choosing to advertise in the Thompson Okanagan BC Backroad Mapbook – 4th Edition.
(A copy of the Backroads Mapbooks will be available at the meeting for Council and the public to review)
- 8.5 Liberal Party of Canada Page 43
An offer from the Liberal Party of Canada for a portrait of the Prime Minister
- 8.6 FCM's Canada 150 Community Leaders Pages 44-45
Invitation from FCM
- 8.7 Letter from Metro Vancouver to Minister of Environment Pages 46-56
Responsibilities of Mattress and Bulky Furniture Producer
- 8.8 2017 Permissive Tax Exemptions Pages 57-60
Report from Director of Financial Services

9. RELEASE OF IN CAMERA ITEMS

10. IN CAMERA

11. ADJOURNMENT

Resolution:

"That the September 13, 2016 Village of Chase Regular Council meeting be adjourned."



EXTRA 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, September 13, 2016 at 4:00 p.m.

7. UNFINISHED BUSINESS

7.5 Stop sign on Pine Street

Pages 61-62

Council direction is requested regarding the removal or continuance of the stop signs at Pine Street and 5th Avenue.

8. NEW BUSINESS

8.9 Music on the Lake - 2017

Councillor Maki will discuss this as a budget item for 2017

Council direction is requested.



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, August 23, 2016 at 4:00 p.m.

PRESENT: Acting Mayor, Councilor Nancy Egely
Councilor David Lepsoe
Councilor Ali Maki
Councilor Steve Scott

Also in Attendance: Joni Heinrich, Chief Administrative Officer

Regrets: Mayor Rick Berrigan

Guest: Sean O'Flaherty

Public Gallery: 2

Press: 1

1. CALL TO ORDER

Acting Mayor, Egely called the meeting to order at 4:03 p.m.

2. ADOPTION OF THE AGENDA

Moved by Councilor Scott

Seconded by Councilor Maki

"That the August 23, 2016 Village of Chase Regular Council Agenda be adopted as presented"

CARRIED

#2016/08/23_001

3. ADOPTION OF MINUTES

3.1 Minutes of the August 9, 2016 Regular Council meeting

Moved by Councilor Maki

Seconded by Councilor Lepsoe

"That the minutes of the August 9, 2016 Regular Meeting of Council be adopted as presented."

CARRIED

#2016/08/23_002

3.2 Minutes of the August 15, 2016 Special Council meeting

Moved by Councilor Scott

Seconded by Councilor Maki

"That the minutes of the August 15, 2016 Special Meeting of Council be adopted as presented."

CARRIED

#2016/08/23_003

4. PUBLIC INPUT ON CURRENT AGENDA ITEMS

Acting Mayor Egely called for members of the public to speak to items on the agenda.

Len McLean - 371 Juniper Street

Mr. McLean asked for clarification on Item 7.3 - Curling Club Lease and Operating Agreement. He questioned whether an inspection similar to a "Home Inspection" had been done on the Curling Rink so that the Village knows what works might be needed in the future and how those works might impact the Village's future budget. This should take place in any situation where the Village is purchasing a property.

The Chief Administrative Officer explained that input was collected from the Curling club about the state of various aspects of the building/premises. Also, the Village's insurer may do an appraisal for insurance purposes, or at the very least will review various aspects of the property and building to assess values for insurance.

Acting Mayor, Councilor Egely called three times for other members of the public to speak, however no one was forthcoming.

5. DELEGATIONS

None

6. REPORTS

Mayor and Council Reports

Acting Mayor Egely

- August 9th – Attended Music-on-the-Lake event at Memorial Park
- August 10th – Attended Museum meeting
- August 12th – Attended MOTI announcement – pilot project to allow golf carts on streets
- August 13th – Delivered Cornstock Festival Welcome Speech
- August 15th – Attended Special Council meeting
- August 16th – Attended Music-on-the-Lake event at Memorial Park
- August 22nd – Attended the Interior Savings Zootopia Moonlight Movie Night Fundraiser for the Skate Park Society

Councilor Lepsoe

- August 10th – Attended Aboriginal Tourism meeting at Quaaout Lodge
- August 12th – Attended MOTI announcement – pilot project to allow golf carts on streets
- August 13th – Attended Cornstock Festival
- August 14th – Attended Curling Club Pancake Breakfast
- August 16th – Attended Music-on-the-Lake event at Memorial Park
- August 18th – Attended Salmon Arm Art Gallery. Spoke about Scatchard Mt. Trail exhibit along with seven other featured trails

Councilor Maki

- August 9th – Attended Music-on-the-Lake event at Memorial Park
- August 12th – Attended MOTI announcement – pilot project to allow golf carts on streets
- August 13th – Attended Cornstock Festival, with over 900 people in attendance. Brock Endean of the Festival Society will present Council with a summary and stats
- August 15th – Attended Special Council meeting
- August 16th – Emceed Music-on-the-Lake event at Memorial Park and helped with setup and take down
- August 22nd – Attended Chamber meeting after the summer off. BoD's are excited to Continue planning and start advertising their fall/winter fundraiser, Business Excellence Awards/Christmas Dinner and Dance on December 10, 2016. Also they have their Chamber Business meeting on September 12, 2016 and MLA Todd Stone is the guest speaker. They'll send a confirmation e-mail shortly
- August 22nd – Attended the Interior Savings Zootopia Moonlight Movie Night Fundraiser for the Skate Park Society

Councilor Scott

- August 12th – Attended MOTI announcement – pilot project to allow golf carts on streets
- August 15th – Attended Special Council meeting
- August 22nd – Attended meeting with CAO and Fire Chief

7. **UNFINISHED BUSINESS**

7.1 ShuswapEvent.com – Additional Information

Moved by Councilor Scott

Seconded by Councilor Maki

“That the memo dated August 23, 2016 from CAO regarding ShuswapEvent.com be received for information.”

CARRIED

#2016/08/23_004

7.2 Town Hall Meeting – September 8, 2016 – Update on Topics

The CAO updated Council on topics for the September 8th Town Hall meeting noting that two matters will be covered – update on Crime Prevention and Neighbour Golf Cart Route.

7.3 Curling Club Lease and Operating Agreement

Moved by Councilor Scott

Seconded by Councilor Maki

“That Council ratifies the lease and operating agreement between the Village of Chase and the Chase & District Curling Club effective September 1, 2016.”

CARRIED

#2016/08/23_005

<Councilor Maki left the meeting at 4:23 p.m.>

7.4 Amendment to Fees and Charges Bylaw to Add Mobile Vendor Fees

Moved by Councilor Scott

Seconded by Councilor Lepsoe

"That the "Village of Chase Bylaw Fees and Charges Bylaw No. 820-2016, Amendment Bylaw No. 823-2016" be adopted."

CARRIED

#2016/08/23_006

<Councilor Maki returned to the meeting at 4:25 p.m.>

7.5 Term Debt Information/Funding of Chase & District Recreation Society

Moved by Councilor Scott

Seconded by Councilor Lepsoe

"That the memo dated August 10, 2016 from Director Financial Services regarding Term Debt Information/Funding of Chase & District Recreation Society be deferred to the next Council meeting when the Director of Financial Services is available to answer questions."

CARRIED

#2016/08/23_007

7.6 Sewer Treatment Plant Upgrade – Phase II Works and Costs

Moved by Councilor Scott

Seconded by Councilor Maki

"That Phase II of the Sewer Treatment Plant Upgrade proceed to tender as an options submission, allowing the Village to determine which portions of the project can be done right away, and which portions must be performed at a later date."

CARRIED

#2016/08/23_008

7.7 34th Annual Secwepemc Gathering – Skeetchestn Indian Band

Moved by Councilor Scott

Seconded by Acting Mayor Egely

"That as the Mayor did not attend the 34th Annual Shuswap Gathering and Councilor Lepsoe attended on behalf of the Mayor, that the costs associated with Councilor Lepsoe's attendance be paid for by the Village of Chase as per policy ADM-21 Expense."

CARRIED

#2016/08/23_009

8. NEW BUSINESS

8.1 Invitation from the "Heat" to Attend a Recognition Night

Moved by Councilor Scott

Seconded by Councilor Maki

"That the invitation dated August 17, 2016 from Chase Heat Hockey Club be received for information and that a memo be sent to the Mayor, Council and staff to inform them about the event."

CARRIED

#2016/08/23_010

8.2 Invitation to Attend Ska-cheen Elders Pow Wow

Moved by Councilor Scott

Seconded by Councilor Maki

"That costs associated with the Mayor and Council's attendance at the 20th Annual Ska-Cheen traditional Pow Wow, be paid for by the Village of Chase in accordance with Policy ADM-21 Expense Reimbursement."

CARRIED
#2016/08/23_011

8.3 Chase Delegate for MIABC Annual General Meeting

Moved by Councilor Scott

Seconded by Councilor Maki

"That Councilor Scott be appointed Voting Delegate and Mayor Berrigan be appointed Alternate #1 representing the Village of Chase at the 29th Annual General Meeting of subscribers of the Municipal Insurance Association of BC."

CARRIED
#2016/08/23_012

8.4 Council Support for UBCM Resolution from the City of Fernie

Moved by Councilor Scott

Seconded by Acting Mayor Egely

"That the resolution for presentation at the UBCM Convention received from City of Fernie regarding highway maintenance be received for information."

CARRIED
#2016/08/23_013

8.5 Endorsement to Expand BC's Tobacco and Vapour Products Control Act

Moved by Councilor Maki

Seconded by Councilor Scott

"That the letter dated August 12, 2016 from Canadian Cancer Society be received for information and that Council endorse the Canadian Cancer Society's request to lobby the Provincial Government to prohibit smoking and vaping in BC's outdoor public places".

CARRIED
#2016/08/23_014

8.6 Interior Health Welcomes New Practice Ready Assessment Physicians

Moved by Councilor Scott

Seconded by Acting Mayor Egely

"That the news release dated August 15, 2016 from Interior Health advised of the addition of five new family physicians be received for information."

CARRIED
#2016/08/23_015

8.7 August 9, 2016 Adams Lake Indian Band Chief and Council Meeting

Moved by Councilor Maki

Seconded by Councilor Scott

"That the memo dated August 23, 2016 from CAO regarding matters discussed at the August 9th Adams Lake Indian Bank meeting, be received for information."

CARRIED

#2016/08/23_016

8.8 Centennial Park Wading Pool – No Attendant

Moved by Acting Mayor Egely

Seconded by Councilor Maki

"That Council directs Administration to re-open the wading pool at Centennial Park as soon as possible and keep it open to the public without an attendant up to an including September 6, 2016 from 8:30 a.m. to 6:00 p.m."

CARRIED

#2016/08/23_017

8.9 Tax Sale – Appointment of Alternate to the Collector

Moved by Councilor Scott

Seconded by Councilor Maki

"That a resolution be passed designating the CAO to conduct the 2016 tax sale in the absence of the collector."

CARRIED

#2016/08/23_018

8.10 Curling Club Parking Lot – Request for Usage

Moved by Councilor Scott

Seconded by Councilor Maki

"That Council approves the use of the Curling Rink and Village-owned portion of the parking lot adjacent to the Curling rink parking area for dry camping/RV's for September 2nd & 3rd, 2016 during a birthday party held at the Creekside Seniors Centre."

CARRIED

#2016/08/23_019

8.11 Ska-Cheen Elders PowWow Society – Request for Financial Support

Moved by Councilor Lepsoe

Seconded by Councilor Maki

"That Council approves a donation of \$250.00 to the Ska-Cheen Elders PowWow Society for their 20th Annual Traditional PowWow. "

CARRIED

#2016/08/23_020

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

Acting Mayor Egely read out the following resolution that was passed by Council at the August 9, 2016 In-Camera meeting:

“That the Village of Chase Fire Department be permitted to proceed with an election process for officers, with up to 15 members in attendance, and that at this time there be one Deputy Chief for a one-year term, a Captain for a one-year term and a Captain for a two-year term.”

Moved by Councilor Scott

Seconded by Councilor Maki

“That the Village of Chase Fire Department Officer positions be determined by the Fire Chief in consultation with the members, and that the Safety Officer be a stand-alone position.”

CARRIED
#2016/08/12_021

10. **ADJOURNMENT**

Moved by Councilor Scott

Seconded by Councilor Maki

“That the August 23, 2016 Village of Chase Regular Council meeting be adjourned.”

CARRIED
#2016/08/23_022

The meeting concluded at 5:10 p.m.

Councilor Nancy Egely, Acting Mayor

Joni Heinrich, CAO



Village Of Chase

Administrative Report

TO: Mayor and Council

FROM: Director Financial Services

DATE: 10 August 2016

RE: Inquiries regarding Term Debt and Recreation Society Funding

ISSUE/PURPOSE

To provide information to Council regarding Term Debt as reported in the 2015 annual financial statements, and to provide information regarding funding to the Chase and District Recreation Centre Society.

HISTORY/BACKGROUND

Term Debt

The Village will normally fund large projects with debenture borrowing over long periods of time. This reduces the burden on the tax payers and allows funding to be recovered as the asset is utilized. The term debt reported was utilized for the following purposes:

In 2010 funding obtained for Sewage Treatment in amount of \$480,000 to be paid over 25 years, with an outstanding balance of \$417,573 at 4.50%.

In 2011 funding was obtained for Water Treatment in amount of \$1,000,000 to be paid over 25 years, with an outstanding balance of \$898,034 at 3.25%.

In 2013 funding was obtained for Water Treatment in amount of \$1,000,000 to be paid over 25 years, with an outstanding balance of \$951,016 at 3.15%.

The Village is limited in the amount of debt which it can obtain based upon numerous financial factors. In 2015 the Liability servicing limit (the cost of interest and principle) was \$791,000 and the actual costs budgeted by the village was \$355,000. This means we are utilizing 45% of our limit and could possibly borrow up to an additional \$3,000,000 with the permission of the electors.

Funding for Chase and District Recreation Centre Society

In 1999 the Village entered into a partnership agreement with the Society to manage and operate the new arena. Part of the agreement was to provide an annual operating grant of up to \$75,000. As it is a contracted annual amount under a partnership, it is treated as a contractual obligation, not a grant in aid, and the charges are recorded as a contracted service.

Up until 2011, the Society also received an annual varying amount of up to \$132,000 for funding the mortgage principal and interest on the debt of the Society. In 2012 the agreement was changed and the Arena building and the related mortgage were transferred to the Village liability and ownership. The Village replaced the maturing bank mortgage with a five year term loan at a lower interest rate, reducing annual payments to about \$92,000 per year. This partnering agreement will end in 2019.

In 2013 the Village advanced a \$50,000 loan in small amounts as required to fund cash flow shortfalls, anticipating repayment at the end of the year. In December it became obvious that the society would not be able to reimburse the loan, and a budget amendment was made to convert the loan into a grant in aid. The Village has continued to provide for an annual grant in aid each year to provide for possible funding shortfall requirements.

All of the funding provided to the Society is for support of the Arena. The only assistance provided for the Golf Course operation has been the guarantee of a term loan (originally for the purchase of the lands), which is currently \$494,129. The Golf Course has been making the payments regularly for many years, and we do not anticipate any change at this time.

FINANCIAL IMPLICATIONS

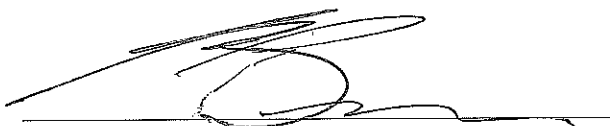
The three debentures cost approximately \$85,000 in interest and \$70,000 in principal each year. They will be completely paid out in 2038.

Funding for the Arena is \$75,000 per year contract, \$50,000 per year grant and \$93,000 principle and interest for the loan (until 1919). Total is \$218,000 per year for arena.

RECOMMENDATION

The report responding to inquiries regarding Term Debt and Recreation Society Funding be received for information.

Respectfully submitted,



Leif Pedersen,
Director Financial Services



Village Of Chase

Administrative Report

TO: Mayor and Council

FROM: Corporate Officer

DATE: 8 September 2016

RE: Chase & District Curling Club Purchase and Sale Agreement

ISSUE/PURPOSE

To ratify the Purchase and Sale agreement for the land and public curling rink facility located at 227 Wilson Street between the Village of Chase and the Chase & District Curling Club.

HISTORY/BACKGROUND

At the March 8, 2016 Regular Meeting of Council, it was released that the Village would purchase the Curling Club land and building for the outstanding amount of their line of credit.

At the August 23, 2016 Regular Meeting of Council, the lease and operating agreement was ratified.

Since August 23, 2016 both the Purchase and Sale Agreement and the Lease and Operating Agreement have been vetted through the Village's solicitor. The key change is the completion date which needs to be changed from September 1, 2016 to September 30, 2016.

There Village's Notary also noted a conveyancing matter in that the Chase & District Curling Club will need to retain an independent Notary or solicitor to discharge their mortgage on title.

FINANCIAL IMPLICATIONS

The financial implications have been part of the discussions to date. Future financial implications will form part of the budget process.

OPTIONS

Option #1. That the Village enter into a Purchase and Sale agreement with the Chase & District Curling Club.

Option #2. That the Village NOT enter into a Purchase and Sale agreement with the Chase & District Curling Club.

RECOMMENDATION

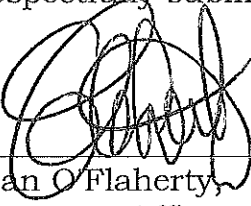
THAT Council rescind resolution #2016/08/23_005, and;

THAT Council authorizes the Purchase and Sale Agreement between the Village of Chase, and the Chase & District Curling Club, and;

THAT Council authorizes the Lease and Operating Agreement between the Village of Chase, and the Chase & District Curling Club effective September 30, 2016, and;

THAT Council authorize the Mayor, and Corporate Officer to execute the Purchase Sale Agreement AND the Lease and Operating Agreement.

Respectfully submitted,



Sean O'Flaherty,
Corporate Officer

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated for reference the 14th day of September, 2016 is

BETWEEN:

CHASE AND DISTRICT CURLING CLUB (Inc. No. 9944S) P.O. Box
363, Chase, B.C. V0E 1M0

(the "Club")

AND:

VILLAGE OF CHASE, 826 Okanagan Avenue, P.O. Box 440, Chase,
B.C. V0E 1M0

(the "Village")

WHEREAS:

- A. The Club is the registered owner in fee simple of that parcel of land located at 227 Willson Street, Chase, British Columbia, legally described as Parcel Identifier: 012-870-285, Parcel Z (KC5244) District Lot 517 Kamloops Division Yale District Plan 19733 Except Plan KAP57419 (the "Land");
- B. The Club wishes to transfer ownership of the Land to the Village and the Village wishes to purchase the Land on the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the premises and payments under this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions – In this Agreement, in addition to the words defined in the recitals to it:

- (a) "Business Day" means a day other than a Saturday, Sunday, or Statutory holiday in B.C.
- (b) "Club's Solicitors" means [REDACTED].
- (c) "Completion" means completion of the purchase and sale of the Land under this Agreement.
- (d) "Completion Date" means September 30, 2016.
- (e) "Contaminants" means:
 - (i) as defined in the *Environmental Management Act* (British Columbia), any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste or waste;

charges, and encumbrances, except for the Permitted Encumbrances; and

- (b) give vacant possession of the Land to the Village, subject only to the Permitted Encumbrances, including its rights under the Lease.

3.2 Grant of Lease – On the Completion Date, the Village will grant the Lease to the Club, on the terms and conditions of this Agreement.

3.3 Adjustments – There will be no adjustments in respect of the transfer of the Land.

ARTICLE 4 CLUB'S REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

4.1 Club's Representations and Warranties – The Club represents and warrants to, and covenants with, the Village that the following are true on the date the Club executes this Agreement and will be true at Completion:

- (a) the Club has the legal capacity, power and authority to perform all of the Club's obligations under this Agreement;
- (b) the Club has good and marketable legal and beneficial title to the Land, free and clear of all liens, claims, charges, encumbrances and legal notations, statutory or otherwise, except for the Permitted Encumbrances;
- (c) the Club is a resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (d) the Club has taken all necessary or desirable actions, steps and other proceedings to approve and authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement and the sale and transfer of the Land by the Club to the Village;
- (e) there is no action, suit, claim, litigation or proceeding pending or to the Club's knowledge threatened against the Club or in respect of the Land or the use or occupancy of the Land before any court, arbitrator, arbitration panel or administrative tribunal or agency that, if decided adversely to the Club, might affect the Club's ability to perform any of the Club's obligations under this Agreement and to the Club's knowledge no state of facts exist that could constitute the basis of any such action, suit, claim, litigation or proceeding;
- (f) neither the Club entering into is Agreement nor the performance by the Club of the terms hereof will result in the breach of or constitute a default under any term or provision of any instrument, mortgage, deed of trust, lease, document or agreement to which the Club is bound or subject;
- (g) there is no present or future obligation to construct or provide, or to pay any amount to any person in connection with, off-site services, utilities or similar services in connection with the Land;
- (h) there is no improvement on any land adjoining the Land encroaching upon the Land and no improvements on the Land encroaching on any adjoining lands;
- (i) the Club has complied with all Environmental Laws in its use of the Land and, during

- (c) a statutory declaration of a senior officer of the Club stating that the Club is a resident of Canada within the meaning of the *Income Tax Act* (Canada) and stating that the officer has made reasonable and prudent inquiries to determine the accuracy of the matter certified;
- (d) the other documents, certificates and assurances referred to in section 5.1(c).

The above-listed documents will be delivered on the Village's Solicitors' undertaking not to deal with those documents in any way until they have received the amount payable pursuant to section 2.2 from the Village.

5.3 Closing Procedure –

- (a) On or before the Completion Date, the Village will pay to the Village's Solicitors, in trust, the amount payable under section 2.2.
- (b) On the Completion Date, forthwith after the payment of the amount under section 5.3(a) and after receipt from the Club of the documents listed under section 5.2, the Village will cause the Village's Solicitors to file the Form A Transfer in the LTO.
- (c) Upon the Village's Solicitors being satisfied after deposit of the Form A Transfer for registration in the LTO that, in the normal course of land title office routine, the Village will be the registered owner in fee simple of the Land, subject only to the Permitted Encumbrances, the Village will cause the Village's Solicitor to deliver to the Club's Solicitors a solicitor's trust cheque in the amount of the Purchase Price, made payable to the Club's Solicitors, in trust.

The parties agree that all requirements of this section are deemed to be concurrent requirements and that nothing will be considered to be complete until everything required to be done by this section has been done.

- 5.4 Clearing Title of Financial Charges** – If the Club has existing financial charges to be cleared from title, the Club, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Club agrees that payment of the Purchase Price shall be made by the Village's Solicitor to the Club's Solicitor on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Club.

- 5.5 Risk** – The Land is at the Club's risk until Completion, and at the Village's risk thereafter.

ARTICLE 6 MISCELLANEOUS

- 6.1 Fees and Taxes** – The Village will pay, as and when due and payable:

- (a) LTO registration fees in connection with the registration of the Form A Transfer; and
- (b) its own legal fees and disbursements, with the Club being responsible for its own legal fees and disbursements.

- 6.2 GST** – The Village is registered for GST purposes under number 108176355RT0001, and will pay and remit any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Land under this Agreement, with the Club and the Village agreeing that the

the context requires otherwise;

- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (e) reference to any enactment includes any regulations, orders, or directives made under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced from time to time, unless otherwise expressly provided;
- (g) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section, or Schedule of this Agreement, and any Schedules to this Agreement form part of this Agreement; and
- (h) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

6.10 Tender – Any tender of documents or money to be made upon a party may be made at that party's address set out in this Agreement or upon their solicitor.

6.11 No Other Agreements – This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other representations, warranties, promises, and agreements regarding its subject.

6.12 Benefit – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

6.13 Schedules – The following are Schedules to this Agreement and form an integral part of this Agreement:

Schedule "A" – Permitted Encumbrances

Schedule "B" – Lease

6.14 Modification – This Agreement may not be modified except by an instrument signed in writing by the parties, except that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.

6.15 Governing Law – This Agreement will be governed by and construed in accordance with the laws of British Columbia.

6.16 Non-Merger – None of the provisions of this Agreement will merge in the transfer of the Land or any other documents delivered on the Completion Date, and the provisions of this Agreement will survive the completion of the purchase and sale transaction under this Agreement.

SCHEDULE "A"
PERMITTED ENCUMBRANCES

Legal Notations

None

Charges, Liens and Interests

Statutory Right of Way X61922 in favour of Village of Chase

Statutory Right of Way KJ74843 in favour of BC Gas Utility Ltd.

LEASE AND OPERATING AGREEMENT

This Agreement dated the 30th day of September, 2016 is

Between:

VILLAGE OF CHASE having an office at 826 Okanagan Avenue, Chase, BC
and a mailing address of PO Box 440, Chase, BC, V0E 1M0

(the "Village")

And:

CHASE AND DISTRICT CURLING CLUB located at 227 Willson Street, Chase,
BC, and having a mailing address of PO Box 363, Chase, BC, V0E 1M0

(the "Club")

Whereas:

- A. The Village is the registered owner in fee simple of that parcel of land legally described as PID: 012-870-285, Parcel Z (KC5244) District Lot 517 Kamloops Division Yale District Plan 19733 Except Plan KAP57419 (the "Land") and improvements located thereon (together, the Land and improvements located thereon are referred to herein as the "Premises"); and
- B. The Village and the Club wish to enter into an agreement to lease the Premises to the Club, subject to and in accordance with the terms, covenants and conditions contained within this Agreement.

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

1. Grant of Lease

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

2. Term of Lease

- 2.1 The term of this Agreement shall be for a period of two (2) years (the "Term"), commencing on September 30, 2016 (the "Effective Date") and expiring on September 29, 2018, subject to any renewal or extension thereof, unless terminated earlier in writing by either party.
- 2.2 Subsequent renewals of three (3) years may be agreed to in writing by both parties.
- 2.3 This Agreement shall remain in full force and effect from the Effective Date until the earlier of the termination (as contemplated within this Agreement) or the expiration of the Term.
- 2.4 Notwithstanding any provisions contained herein, this Agreement may be terminated by either party on not less than six (6) months written notice to the other party, provided that such termination shall not in any way relieve the parties from their performance of their respective obligations owing up to the termination date, together with those obligations that, by their nature, shall be performed after the date of terminations, nor limit the recourse to any remedies available to either party at law.

3. Club Obligations

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

3.8 The Club will be responsible for:

- (a) paying all costs associated with the operation of the Premises including but not limited to heating, electricity, gas, telephone, cable, internet service, water, sewer, solid waste collection, cleaning supplies, replacement of light bulbs, office equipment, advertising, signage, landscaping (flowers, bulbs, supplies), contents insurance, repairs and maintenance of the ice making compressor components;
- (b) providing all equipment, furnishings, and supplies that may be required to use the Premises for the purposes of this Agreement;
- (c) performing and paying for all janitorial and cleaning services as required;
- (d) ensuring all ramps, walkways, pathways and entrances are kept free of snow and ice;
- (e) maintaining an active building intruder alarm system;
- (f) taking all reasonable precautions to ensure the safety of persons using the Premises; and
- (g) maintaining all aspects of the Premises in good repair.

3.9 The Club will, during the Term of this Agreement and any renewal term, take out, and maintain, at the Club's sole expense, comprehensive general liability insurance including coverage of liability for bodily injury, death and property damage occurring in or about the Premises in the amount of not less than Five Million Dollars (\$5,000,000) inclusive, for any one occurrence, and will include the Village and its elected officials, officers, employees, agents and others as additional insureds on said policy. On the Effective Date and at other times upon demand by the Village, the Club shall deliver to the Village certified copies of the policies of insurance required to be maintained by the Club under this Agreement. The Club shall ensure that all policies of insurance pursuant to this Agreement are placed with insurers licensed in British Columbia and are endorsed to provide the Village with at least thirty (30) days advance notice in writing of any cancellation or material change.

3.10 The Club will promptly discharge any builders' lien which may be filed against the title to the Land relating to any improvements, work or construction that the Club undertakes on the Premises and will comply at all times with the *Builders Lien Act* in respect of any improvements, work or construction undertaken on the Premises. The Club acknowledges and agrees that, throughout the Term, the Village is entitled to file a Notice of Interest pursuant to Section 3(2) of the *Builders Lien Act* in the appropriate Land Title Office against title to the Land.

3.11 The Club will carry on and conduct its activities on the Premises in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits thereunder and not to do or omit to do anything in, on or from the Premises in contravention thereof.

- 3.12 The Club will not mortgage or otherwise charge or encumber the Premises.
- 3.13 The Club will perform all of its obligations, covenants and agreements under this Agreement solely at its own cost.

4. Village Obligations

- 4.1 The Village will be responsible for providing for property insurance for the Premises at all times throughout the Term which will include boiler and machinery insurance to cover the costs of breakdowns of any of the major facility equipment (e.g. furnaces, ice-making equipment).
- 4.2 The Village will ensure that the grass on the Premises is cut on a regular basis, and the Club will pay a fee of \$250 per year to the Village for such service.
- 4.3 The Village will continue to provide snow removal in the parking lot on the Premises.

5. Alterations and Improvements

- 5.1 The Club shall not, without first obtaining written approval from the Village, which approval may be withheld in the Village's sole discretion:
 - (a) make or cause to be made any alterations, additions or improvements or erect or cause to be erected any partitions or install or cause to install any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises, provided however that temporary improvements such as equipment and other items may be installed in support of any event taking place at the Premises so long as such improvement or the removal thereof does not damage the Premises or any part thereof;
 - (b) injure the surfaces of any walls, ceilings, floors, doors or windows by or through the installation of any fixture, hanging, art works, or other property of any kind; and
 - (c) install in or for the Premises any special locks, safes, or apparatus for air conditioning, heating, illumination, refrigeration or ventilation equipment or systems.
- 5.2 Any construction or alteration contemplated by the Club must first be approved in writing by the Village, and such construction or alteration must have plans depicting the alterations or improvements in accordance with all applicable legislation, together with an estimate of the costs of the alterations and improvements. The Village may withhold approval of such alterations and improvements at its discretion.
- 5.3 The Club and the Village will, on an annual basis meet in September or October to discuss capital improvements and major replacement needs for the Premises and how those improvements and/or replacement needs will be funded.

6. Access by Village

- 6.1 The Village may enter the Premises at all times and in a manner which does not unreasonably prevent the Club from complying with its obligations under this Agreement.
- 6.2 The Village may enter the Premises at any reasonable time during business hours for any purpose and at any time during an emergency as determined by the Village.
- 6.3 The Village may, during the curling off-season, utilize or rent out space in the Premises to various user groups/individuals for fees determined by the Village, such proceeds to be retained by the Village.

7. Indemnification

- 7.1 The Club shall at all times and without limitation indemnify and save harmless the Village, its elected or appointed officials, officers, employees, contractors and agents to and from and against all liabilities, losses, costs, damages, legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind, with respect to:
 - (a) any act or failure to act, as the case may be, of the Club and/or any of those persons for whom the Club is responsible at law (including without limitation any of the Club's employees, agents, contractors, invitees, attendees or volunteers);
 - (b) any breach, violation or non-performance of any representation, warranty, obligations, covenant, condition or agreement contained in this Agreement to be fulfilled, kept, reserved or performed, as the case may be, by the Club;
 - (c) personal injury or death or damage to any property, relating directly or indirectly to the Club's use or occupation of the Premises or to any part thereof;
 - (d) the alteration, postponement, interruption, cancellations or termination of any proposed or actual use of all or any part of the Premises by the Club or any other person or otherwise arising.
- 7.2 Notwithstanding anything in this Agreement to the contrary, neither the Village nor any of its servants, agents and employees, representatives or officers, as the case may be, shall, except as directly caused by the negligence of the Village, in any way whatsoever be liable or responsible for:
 - (a) any loss or damage of any nature whatsoever, howsoever caused, to any property belonging to the Club or to any other person while such property is in or about the Premises;

- (b) any injury or death, howsoever caused, to any person while in or about the Premises;
 - (c) any special, incidental or consequential damages for loss of profits, for loss of goodwill, for loss of use, for loss of savings or revenue, costs of capital, or the claims of third parties arising in any way whatsoever (including, without limitation, arising by virtue of the fact that any or all utilities are not being supplied to the Premises or due to any existing or intended event not occurring at the Premises).
- 7.3 Further, the Club hereby waives and releases, on behalf of itself and those for whom it is responsible at law, any and all claims against the Village for any matter, cause or event as described in this section and the Club shall be forever estopped from advancing any such claims against the Village.
- 7.4 The Club accepts the Premises "as is" and acknowledges that it has had the opportunity to undertake such inspections, tests and surveys of the Premises as it considers necessary and that the Village has made no representations or warranties respecting the Premises, and that, by entering into this Agreement, it is satisfied that the Premises are suitable for its purposes.

8. Default, Remedies, Termination

8.1 If and whenever:

- (a) the Club shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any statute that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver or receiver and manager shall be appointed for the affairs, business, property or revenues of the Club; or
- (b) the Club is dissolved, is subject to an application to wind up, or otherwise fails to remain in good standing under the applicable legislation pursuant to which it is incorporated, organized or otherwise created; or
- (c) the Club neglects or fails to observe, perform or comply with each and every of its covenants or obligations under this Agreement and persists in such neglect or failure after ten (10) days following written notice from the Village requiring that the Club cure such neglect or failure or, in the case of any such neglect or failure which would reasonably require more than ten (10) days to cure, such longer time as may be commercially reasonable; or
- (d) the Club vacates or abandons the Premises or uses or permits or suffers the use of the Premises for any purpose other than the purpose permitted by this Agreement, and such default persists for five (5) days after written notice by the Village,

the Village may, at its option terminate this Agreement and the Term shall then become immediately forfeited and void and the Club must immediately cease all

use and occupation of the Premises and must vacate and deliver up possession of the Premises and the Village may without notice or any form of legal process and without any adherence to public law duties or procedural fairness or the principles of natural justice, forthwith re-enter the Premises and repossess and enjoy the same.

- 8.2 The Village's remedies in this Agreement are cumulative and are in addition to any remedies of the Village at law or in equity. No remedy conferred upon or reserved to the Village is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

9. Obligations of the Club on Termination or Expiry

- 9.1 Upon expiry of the Term of this Agreement or earlier termination of this Agreement, and in addition to the other obligations of the Club as set forth herein, the Club shall, at its sole cost:

- (a) vacate and leave the Premises and all equipment located therein (the "Equipment"), if any, and all fixtures in the same state and condition as they were in as at the Effective Date subject to only reasonable wear and tear, provided however that if any part of the Premises or the Equipment, if any, is replaced, upgraded, or constructed upon after the Effective Date, then such part shall be left in the same state and condition as it was in immediately after such replacement, upgrade or construction, as the case may be, subject only to reasonable wear and tear thereafter; and
- (b) immediately surrender all keys to the Premises to the Village and shall inform the Village of all combinations to locks, safes and vaults, if any, in the Premises.

10. Registration

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

11. Notices

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

- (a) If to the Village:

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

Fax 250-679-3070
Email: chase@chasebc.ca
Attention: CAO

(b) If to the Club:

Chase and District Curling Club
227 Willson Street, PO Box 363
Chase, BC V0E
Email: Dave Williams, President sudawill@telus.net
Don Erno, Treasurer, derno86@gmail.com

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

12. Survival

- 12.1 The provisions of this Agreement, which, by their context are meant to survive the expiry or earlier termination of this Agreement shall survive the expiry or earlier termination of this Agreement, as the case may be, and shall not be merged therein or therewith and further, shall bind the parties accordingly.
- 12.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors, the assigns of the Village and the respective successors and permitted assigns of the Club.

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

VILLAGE OF CHASE, by its authorized signatories:

Mayor

Corporate Officer

CHASE AND DISTRICT CURLING CLUB, by
its authorized signatories:

Authorized Signatory

Authorized Signatory



Village Of Chase

Administrative Report

TO: Mayor and Council

FROM: Corporate Officer

DATE: 9 September 2016

RE: Neighbourhood Golf Cart Bylaw

ISSUE/PURPOSE

Chase has been designated a Neighbourhood Golf Cart (NGC) municipality. A bylaw is required to formalize the 'zone' where NGCs are permitted, the permitting process, and the permit fee.

DISCUSSION

- The map in the proposed bylaw identifies the entire Village as a 30km/hr zone with the exception of the highway ingress/egress points
- The permit will be valid from April 1 to November 15 of each year.

FINANCIAL IMPLICATIONS

Administration is not aware of any significant financial implications for the Village. There will be cost recovery on the permitting process. All the signage will be supplied by the Province, and the installation will be done by Village staff.

OPTIONS

Option #1. That Council give first three readings to the bylaw as presented

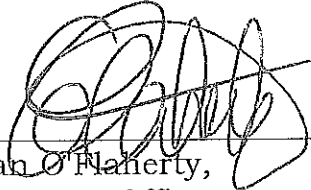
Option #2. That Council amend Bylaw 825 and then give first three readings to the bylaw

Option #3. Council could choose not to proceed Bylaw 825 and refer the matter back to Administration for more information.

RECOMMENDATION

That Council gives first, second and third reading to Neighbourhood Golf Cart Bylaw 825.

Respectfully submitted,



Sean O'Flaherty,
Corporate Officer

**VILLAGE OF CHASE
BYLAW NO. 825, 2016**

NEIGHBOURHOOD GOLF CART BYLAW

A Bylaw to Regulate Neighbourhood Golf Carts

WHEREAS on September 6, 2016 the Province of British Columbia has added to Division 24 of the Motor Vehicle Act Regulations, B.C. Reg. 26/58 to add PART 3.1 – NEIGHBOURHOOD GOLF CARTS;

AND WHEREAS and whereas the Regulation has designated the Village of Chase to allow Neighbourhood Golf Carts on the Village's highways;

AND WHEREAS the Council of the Village of Chase is empowered and authorized pursuant to the Community Charter to regulate, prohibit and impose requirements respecting public places including highways within the Village of Chase;

AND WHEREAS the Council of the Village of Chase deems it desirable and expedient to provide for such legislation and its enforcement;

NOW THEREFORE the Council of the Village of Chase, in the Province of British Columbia, hereby ENACTS AS FOLLOWS:

1. TITLE

This bylaw may be cited for all purposes as the "Village of Chase Neighbourhood Golf Cart Bylaw No. 825, 2016".

2. NGC HIGHWAYS

Neighbourhood Golf Cart Highways are as shown in Schedule "1" of this bylaw, with neighbourhood golf carts allowed on highways marked in "green" and prohibited on highways marked in "red".

3. NGC REGULATIONS

Neighbourhood Golf Cart Regulations are as shown in Schedule "2" of this bylaw, as outlined in "*Motor Vehicle Act Regulations, B. C. 26/58 – PART 3.1 – NEIGHBOURHOOD GOLF CARTS*".

4. ROAD USE PERMIT FOR NCGs

The authority to issue a road use permit for neighbourhood golf carts is through the Village of Chase. Persons may apply for a permit (shown in "Schedule "3" of this bylaw) by:

- (a) demonstrating compliance with Section 24.215 – Equipment Requirements for Neighbourhood Golf Carts as outlined in Schedule "2" of this bylaw,
- (b) providing a copy of ICBC insurance for the NGC,
- (c) providing a copy of a current Class 5 BC Driver's license, and
- (d) paying a \$25.00 permit fee.

The NGC permit expires on November 15th of each year.

READ A FIRST TIME this day of 2016.

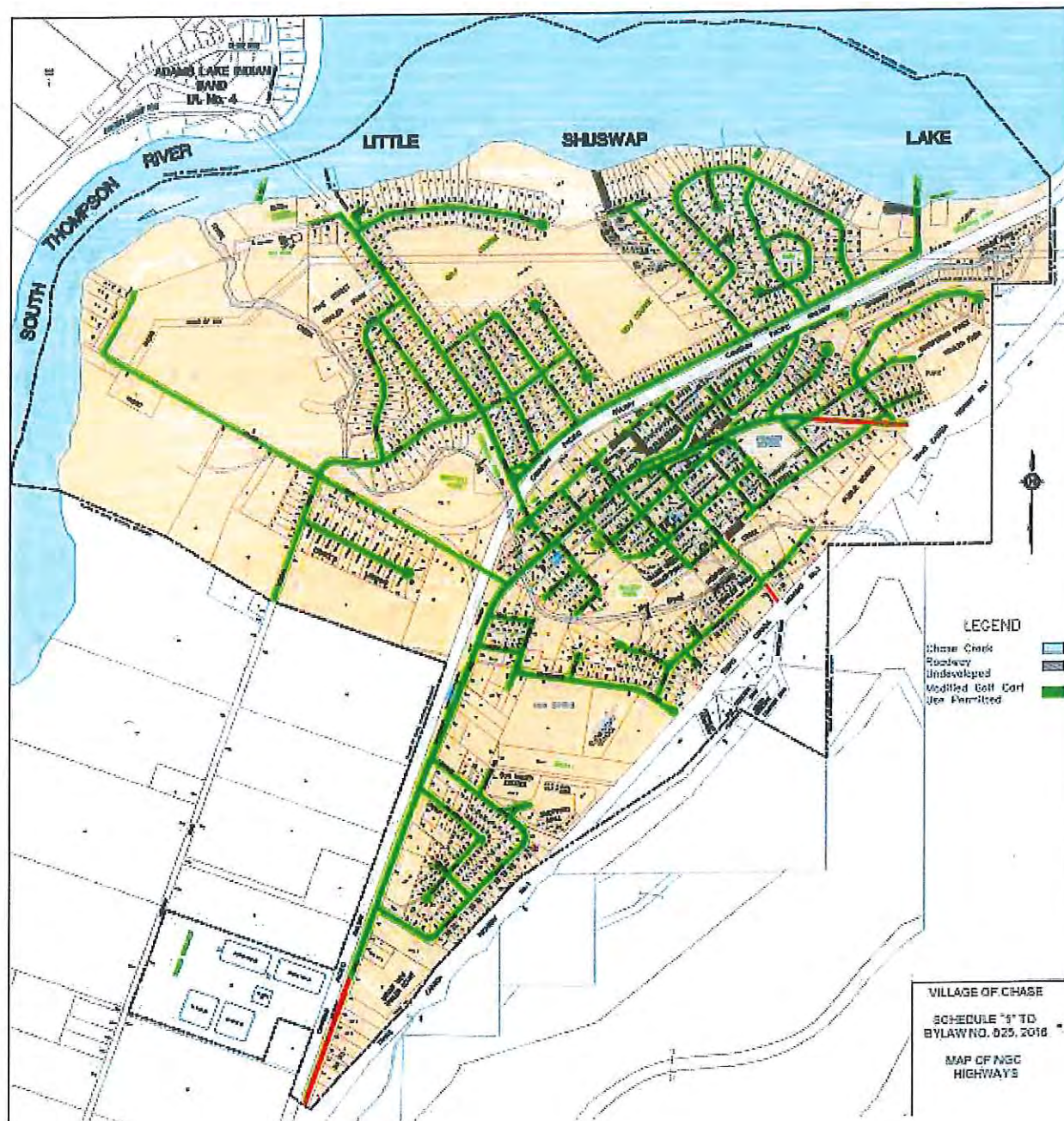
READ A SEDOND TIME this day of 2016.

READ A THIRD TIME this day of 2016.

ADOPTED THIS day of 2016.

Mayor

Corporate Officer



**SCHEDULE "2" TO BYLAW NO. 825, 2016
COPY OF NGC 'LEGISLATION**

PROVINCE OF BRITISH COLUMBIA
ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. 606, Approved and Ordered August 11, 2016.

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that, effective September 6, 2016, the Motor Vehicle Act Regulations, B.C. Reg. 26/58, are amended as set out in the attached Schedule.

Original Order signed by the Minister of Transportation and Infrastructure and the Presiding Member of the Executive Council

Authority under which Order is made: Motor Vehicle Act, R.S.B.C. 1996, c.318, s. 210
Other: OIC 1004/58 – June 16, 2016

SCHEDULE

The following Part is added to Division 24 of the Motor Vehicle Act Regulations, B.C. Reg. 26/58:

PART 3.1 - NEIGHBOURHOOD GOLF CARTS

Definitions

24.211

In this Part:

"designated municipality" means either of the following municipalities:

- (a) Village of Chase;
- (b) Town of Qualicum Beach;

"municipal highway" means a municipal highway as defined in the *Transportation Act*;

"neighbourhood golf cart" means a golf cart that

- (a) has 2 axles and 4 wheels,
- (b) has a minimum seating capacity for 2 persons and a maximum seating capacity for 4 persons,
- (c) has a motor that is not capable of propelling the golf cart faster than 32 km/hr on a paved level surface, and
- (d) meets the equipment requirements of section 24.215 (1) and (2);

"NGC highway" means the following located in a designated municipality:

- (a) a municipal highway that
 - (i) has a maximum speed limit of 30 km/hr or less,
 - (ii) is designated, by bylaw of the council of the designated municipality, for use by neighbourhood golf carts, and
 - (iii) has signs posted by the designated municipality indicating that the operation of neighbourhood golf carts is allowed;

- (b) a private place or passageway

- (i) to which the public, for the purpose of the parking or servicing of vehicles, has access or is invited, and
- (ii) that is immediately adjacent to a municipal highway referred to in paragraph (a);

"NGC permit" means a neighbourhood golf cart permit issued under section 24.216.

Application

24.212

- (1) Despite Parts 2 and 3 of this Division, this Part authorizes the use of neighbourhood golf carts
 - (a) on NGC highways in the circumstances described in section 24.213, and
 - (b) to cross a municipal highway that is not an NGC highway in the circumstances described in section 24.214.
- (2) Despite sections 24.213 and 24.214, this Part does not affect the use of a golf cart on a highway when the use is authorized under section 3.1 of the Act or Parts 2 and 3 of this Division.

Use of neighbourhood golf carts on NGC highways

24.213

A person must not use a neighbourhood golf cart on an NGC highway unless

- (a) the designated municipality in which the golf cart is being used has issued an NGC permit for the golf cart, the permit is valid and subsisting and the permit is kept with the golf cart,
- (b) the use occurs during the period beginning 1/2 hour before sunrise and ending 1/2 hour after sunset,
- (c) the daytime running lamps on the golf cart are illuminated,
- (d) every person in the golf cart is at least 9 years of age, and
- (e) the roadway as defined in section 119 of the Act is clear of snow, ice or slush.

Intersections

24.214

A person must not use a neighbourhood golf cart that is on an NGC highway to cross another highway that is not an NGC highway unless the other highway is

- (a) a municipal highway that has a maximum speed limit that is 30 km/hr or less, or
- (b) a municipal highway that has a maximum speed limit that is greater than 30 km/hr and equal to or less than 50 km/hr and the following requirements are met:
 - (i) there are signs posted by the designated municipality indicating that neighbourhood golf carts may cross at the intersection;
 - (ii) the intersection is controlled by a traffic control signal as defined in section 119(I) of the Act or by 4 way stop signs.

Equipment requirements for neighbourhood golf carts

24.215

(1) A neighbourhood golf cart must have the following equipment:

- (a) a steering wheel;
- (b) service brakes;
- (c) a parking or emergency brake that, when applied, will alone stop and hold stationary the golf cart;
- (d) a rear view mirror;
- (e) a horn;

- (f) tires that do not have any of the following defects:
 - (i) a cord break or air leak;
 - (ii) cracks, cuts or snags on the tread or sidewall of the tires that exceed 2.5 cm in length and expose the ply cords;
- (g) daytime running lamps mounted on the front of the golf cart;
- (h) a lamp type turn signal system consisting of
 - (i) 2 lamps mounted on the front of the golf cart that are capable of displaying flashes of white or amber light that are visible to the front, and
 - (ii) 2 lamps mounted on the rear of the golf cart that are capable of displaying flashes of red or amber light that are visible to the rear;
- (i) 2 red stop lamps that are
 - (i) illuminated exclusively on application of the service brakes, and
 - (ii) mounted on the rear of the golf cart near the sides of the golf cart;
- (j) 2 amber reflectors mounted on the side of the golf cart near the front and 2 red reflectors mounted on the rear of the golf cart;
- (k) a seat belt assembly, as defined in section 220 (1) of the Act, for each seat in the golf cart.

(2) The equipment referred to in subsection (1) must be in good working order.

(3) Divisions 4 [*Lamps*/, 5 [*Brakes*/, 7 [*Other Equipment*/ and 7B [*Slow moving vehicles and equipment*/ do not apply to a neighbourhood golf cart.

NGC permit 24.216

(1) A designated municipality may issue a neighbourhood golf cart permit to an owner of a motor vehicle if the municipality is satisfied that

- (a) the motor vehicle is a neighbourhood golf cart, and
- (b) the owner knows the provisions in this Part respecting the use of neighbourhood golf carts.

(2) An NGC permit expires on the earliest of the following:

- (a) the expiry date specified in the permit;
- (b) the transfer of ownership of the neighbourhood golf cart;
- (c) the date that is 2 years after the date the permit is issued.

(3) A designated municipality that issues an NGC permit for a motor vehicle may cancel the permit if

- (a) the municipality becomes aware that the motor vehicle does not meet the requirements for a neighbourhood golf cart, or
- (b) the municipality becomes aware that the owner or a person operating the owner's neighbourhood golf cart has contravened section 24.213 or 24.214 and the municipality is satisfied that the contravention presents a safety risk.

(4) An NGC permit issued by a designated municipality is automatically cancelled on the day that the bylaw designating municipal highways in the designated municipality for use by neighbourhood golf carts is repealed.

Presentation of NGC permit 24.217

A person operating a neighbourhood golf cart on a highway in a designated municipality must, on request of a peace officer, present the NGC permit for the golf cart.

VILLAGE OF CHASE
SCHEDULE "3" TO BYLAW NO. 825, 2016

ROAD USE PERMIT TO OPERATE GOLF CARTS

This permit is issued under Division 24 of the Motor Vehicle Act Regulations, B.C. Reg. 26/58

THE PERMIT HOLDER HEREBY ACKNOWLEDGES AND AGREES:

1. That the neighbourhood golf cart noted in this permit has been modified in accordance with the Part of Division 24 of the *Motor Vehicle Act Regulations*, B. C. Reg. 26/58 (as outlined in Schedule 1 of Bylaw No. 2016), and
2. That the neighbourhood golf cart noted in this permit is considered a motor vehicle and that I agree that the operators/drivers of this neighbourhood golf cart are subject to the same rules and regulations as with other vehicles (including a driver's license copy attached), and
3. That the neighbourhood golf cart noted in this permit is required to be insured by ICBC (copy of insurance attached), and
4. That, as the owner of the neighbourhood golf cart noted in this permit, I have made myself familiar with the regulations contained in Part of Division 24 of the *Motor Vehicle Act Regulations*, B.C. Reg. 26/58 which governs neighbourhood golf carts, and that I agree to abide by these regulations in the operation of the neighbourhood golf cart noted in this permit.

I have read the above-noted and hereby acknowledge that I fully understand the conditions of this permit.

Signature of Permit Holder \$ _____ Fee Paid _____ Date

Permit issued to:

Name	
Address	
Telephone	
Vehicle Registration Number	

Permit issued by:

Signature	
Print Name	
Village Title	
Date (yyyy/mm/dd)	

Attachments: Copy of current BC Driver's License
 Copy of current ICBC insurance document

Permit expires on November 15th each year.

This permit is to be kept with the golf cart.



VILLAGE OF CHASE

Memorandum

Date: September 8, 2016
To: Mayor and Council
From: CAO
RE: Meeting with BC Hydro at 2016 UBCM Convention

ISSUE

In light of additional information recently obtained, Council's direction is requested regarding meeting with BC Hydro at the 2016 UBCM Convention.

OPTIONS

1. Council keeps its meeting with BC Hydro during the 2016 UBCM Convention.
2. Council cancels the meeting with BC Hydro at the 2016 UBCM Convention, and instead submits comments to the BC Utilities Commission with respect to hydro rates for recreation facilities.
3. Council cancels the meeting with BC Hydro at the 2016 UBCM Convention and does not pursue the matter at this time as the *2015 Rate Design Application* does not refer to rate changes for recreation facilities and does not support changes to rates for the supply of electricity to municipalities.

BACKGROUND

During the 2015 UBCM Convention the Village of Chase Resolution #B18 regarding the Electricity Costs of Recreation Facilities was endorsed by the UBCM membership.

The response to the Resolution from the Ministry of Energy and Mines stated that:

"Electricity rate design is the responsibility of the BC Utilities Commission. One principle used by the BC Utilities Commission is that rates should not discriminate between customers. Where two different users have similar patterns of use, they should have similar bills. BC Hydro has submitted its 2015 Rate Design Application to the BC Utilities Commission, and it is currently underway. This application will cover the general service rates that recreational facilities are served under. Municipalities are encouraged to participate in this process."

On September 24, 2015, B C Hydro submitted a 445-page "2015 Rate Design Application (2015 RDA)" to the BC Utilities Commission. Section 4.3.2.4 of the application refers to segmenting municipalities, universities, School Boards and Hospitals (MUSH):

"As noted in section 1.2 of the Workshop 11a/11b consideration memo, BC Hydro undertook both a COS (Cost of Service) analysis and a jurisdictional review to respond to COPE 378's (Canadian Office and Professional Employees Union 378) request that BC Hydro assess the merits of creating a new MUSH sector rate class:

- BC Hydro compared a sample of 353 MUSH customers to a sample of 3,000 General Service customers. BC Hydro concludes that while MUSH entities tend to have lower load factors, they have similar levels for coincidence factor (which drives demand cost allocation), as compared to the General Service sample. Given the comparison, BC Hydro concludes there is not a cost basis to segment MUSH customers;
- No surveyed Canadian electric utility separates the MUSH sector for COS and rate class purposes. Yukon Electrical Company Limited (YECL) has separate rate schedules for municipal and federal/territorial governments and rates are typically equivalent or higher than the corresponding non-government General Service rates."

At their regular meeting held July 12, 2016 Council adopted RES #2016/07/12_013 requesting staff to arrange a meeting during the "2016 UBCM Convention with BC Hydro senior management 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". Staff sent a request for this meeting.

On August 30, 2016 the CAO was visited by Jen Walker-Larsen, BC Hydro Stakeholder Engagement Advisor, Community Relations for the Thompson/Okanagan/Columbia Region about the proposed meeting. She advised that based on BC Hydro's research, the cost to service recreation facilities with hydro is not a unique situation and BC Hydro charges rates for recreation facilities based on COS. Ms. Walker-Larsen also advised that the BC Hydro representatives that Council would be meeting with during the 2016 UBCM Convention do not have authority over rate adjustments.

Council is still welcome to keep the meeting at UBCM to discuss rates for recreation facilities if it wishes. Another avenue that the Village may consider is to provide comment to the BC Utilities Commission directly – BC Hydro's 2015 Rate Design Application is currently before the BCUC and the Commission is still accepting comments in relation to the rate design.

RECOMMENDATION

Council direction is requested.

Respectfully submitted,


Joni Heinrich, CAO



Village Of Chase

Administrative Report

TO: Mayor and Council

FROM: Director Financial Services

DATE: 7 September 2016

RE: Funding Available for Sewage Treatment Plant Upgrade

ISSUE/PURPOSE

The original cost estimates for the full project have increased significantly and if the full project is pursued at this time, alternative financing will be required.

HISTORY/BACKGROUND

Original estimated cost of entire project	1,568,000
---	-----------

Financed

By Grant	1,045,332
By Waste Water Statutory Reserve	156,000
By DCC funds previously collected	124,000
By Gas Tax	150,000
By Surplus contribution	184,668
Budgeted amount for contingencies	<u>192,000</u>

Total original budgeted amount for project	1,660,000
--	-----------

Phase I costs came in at approximately \$175,000. This leaves a budgeted amount (from \$1,660,000) of \$1,485,000.

At this time, the contracted engineers are projecting that the cost for Phase II of the project will be \$2,088,000. This means there is a shortfall in the Village's budgeted amount of \$603,000.

Additional funding IS available for the project from existing reserves and DCCs:

Sewer DCC will earn interest for the current year	1,500
Waste Water Statutory Reserve was not completely utilized	149,000
Additional Gas Tax Funding available	<u>155,000</u>

Total additional funding available	\$305,500
------------------------------------	-----------

Additional funding required	\$297,500
------------------------------------	------------------

FINANCIAL IMPLICATIONS

At the end of 2015 the Village had a cash surplus of \$1,252,000. The budgeted expenditures in 2016 will reduce this to cash surplus to \$598,000. Reducing the cash surplus by an additional \$297,500 will bring us down to a marginal surplus in 2016 of \$300,500.

Our five year financial plan (2016-2020) shows a \$163,000 deficit in 2017 and a \$96,000 deficit in 2018. At the end of 2018 the Village will have an accumulated surplus of \$64,500. In 2019, barring any major changes to the five year financial plan the Village will begin to generate small surpluses of about \$70,000 per year.

Council have approved a \$1,000,000 line of credit which will enable us to get through short term cash flow problems related to the seasonal collection of taxes and the timing of grant receipts following the submission of claims. **This is not funding available for capital projects.**

A very small cash surplus at the end of 2016 (approximately \$300,500) will leave the community very little flexibility in dealing with emergencies in the future as we recover from this large shortfall. The grant under which the project was approved is no longer active and has been replaced by a new grant program, therefore the possibility of obtaining additional grant funding which is normally remote, is now virtually nonexistent.

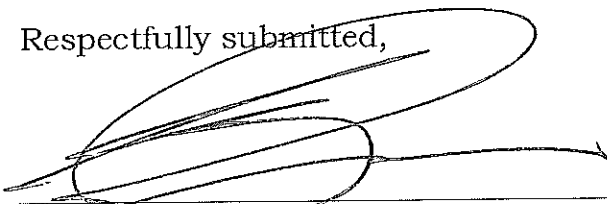
OPTIONS

Administration is currently working with the Village's contract engineers to reduce the costs of the project, either by deferring components, or by removing unnecessary works. There is a potential to save \$75,000 by not desludging Lagoon #2, and there is a potential to defer the headworks portion of the project until more funding is available. That would reduce the cost of the project by another \$400,000. The headworks contemplated are not immediately urgent, however the installation of these works would increase the efficacy of the lagoons by removing some non-organic materials and reducing the size of some non-organic material that cannot be screened out before entering the Lagoons.

RECOMMENDATION

That the Sewage Treatment Plant Upgrade financing report be received for information.

Respectfully submitted,

A large, stylized handwritten signature in black ink, appearing to read 'Leif Pedersen', is written over a horizontal line.

Leif Pedersen,
Director Financial Services



CHASE LIONS CLUB
P.O. BOX 12, CHASE, BRITISH COLUMBIA V0E 1M0

September 7, 2016

Village of Chase
Box 440
Chase, BC
V0E 1M0

Attention: Mayor & Council

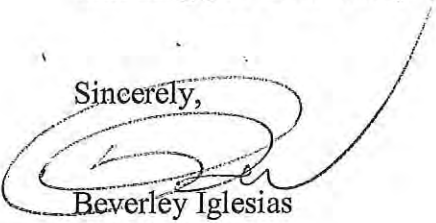
RE: CHASE LIONS - HALLOWEEN 2016 EVENTS

The Chase Lions Club will host the Children's Halloween Party on October 31, 2016, as well, Adult Halloween dance on October 28, 2016 with the proceeds from the dance to Memorial Water Splash Pad.

Would the Council please consider a grant in aid for both events to include the whole hall rental as we will be decorating, hosting the haunted house and cooking for both events. We have hired the band, "shattered blue" and will require the use of the sound system for the dance. Could you also consider a grant in aid for the equipment use? A Village of Chase representative would have to be in attendance for the operating of the sound equipment.

Thanking you in advance,

Sincerely,


Beverley Iglesias
President
Chase Lions

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Village of Chase

SEP 07 2016

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HONOURABLE TODD G. STONE
MINISTER OF TRANSPORTATION AND INFRASTRUCTURE
MLA FOR KAMLOOPS - SOUTH THOMPSON

Rich + Council,

A great big thank
you for your
leadership with the
Neighbourhood
Gift Card Program.
Another example
of the exceptional
partnership
between the
Village + Province.
See you soon.
Todd

Thank You

To: Village of Chase
Attn: Joni Heinrich
Re: Thompson Okanagan BC Backroad Mapbook

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Village of Chase

AUG 26 2016

Original _____
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Agenda _____



Dear Joni,

We would like to thank you for choosing to advertise in the Thompson Okanagan BC Backroad Mapbook - 4th Edition.

We realize that there are many options out there where you can spend your advertising dollars and that you are entrusting our product line to give you great exposure for your investment.

For 20 years Backroad Mapbooks has been Canada's leading source for Outdoor Recreation. It is our dedication towards making the best product on the market which has fuelled our success and the successes of our supporters.

The entire Backroad Mapbooks team is proud with the results of countless hours, cutting-edge mapping and in-depth research that were dedicated towards making this the most comprehensive rec map to date. We certainly hope you and all of the many readers will feel the same way.

Enjoy your personal copy which is enclosed and once again,
Thank you for your continued support!

Sincerely,

Chris Taylor
Vice President and National Sales Managaer

Retail the Backroad Mapbooks

Backroad Mapbooks are Canada's best-selling Outdoor Recreation series for good reason. If you aren't currently making the Backroad Mapbooks available to your customers or visitors, contact us today for information. We provide competitive discount levels, free shipping, merchandising support and great start-up options.



BRMB
backroadmapbooks.com

2016 BRMB FEATURE

COMMUNITY PROFILES

With unparalleled natural beauty and a backcountry filled with limitless adventures, it's no surprise British Columbia is one of the most desirable destinations for outdoor enthusiasts. The communities that make up this great province are undoubtedly what make these experiences unforgettable. We are placing the spotlight on everything that makes each of these communities unique, by featuring them in our top-selling Backroad Mapbooks. From history and culture to interesting facts and unique attractions, our feature profiles are the gateway to showcase your community as an adventure-filled outdoor playground to the hundreds of thousands of Backroad Mapbooks users.

ONE PAGE

\$ 995

TWO PAGE SPREAD

\$ 1,795



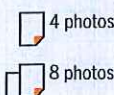
TITLE & TAGLINE

Feature your community's name in the spotlight along with a tagline that describes what you are all about. Also included is a map page indicator for your community.



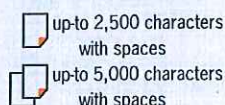
OUTDOOR PHOTOS

Highlight the best of your community with photos of the outdoors and the adventures it has to offer.



CONTENT

Custom editorial that tells what makes your community unique written by our BRMB research/writing team. This is your chance to showcase the details that make your community special.



INFOGRAPHIC

Available only on the 2 page spreads, we will create custom icons and infographics to further highlight some of your community's best and most unique attractions.



COMMUNITY CONTACT INFO

Promote your visitor centre with contact information including: address, phone number(s), e-mail and website.



DIGITAL REQUIREMENT

- Text format: Word, Txt, Rft.
- Photo format: Jpeg/Tiff (300dpi)

Please indicate the location and the photographer for each photo.



SENDING FILES

- Email photos to ctaylor@backroadmapbooks.com, if 10 MB or less.
- Send your photos via Dropbox ([dropbox.com](https://www.dropbox.com)), if more than 10 MB to nfaghihi@backroadmapbooks.com.

WELCOME TO Chase

A SHUSWAP EXPERIENCE

Chase is an idyllic, peaceful village located on the shores of Shuswap Lake. Characteristic of the region, Chase is surrounded by lofty, thickly forested mountains whose reflections shine on the sparkling blue canvas of the lake, creating a remarkable contrast against the lush lowlands that the town rests upon.

The most popular place to enjoy the outdoors in Chase is at the centrally located public beach, where boaters, kayakers and canoers can set off to explore the immaculate lake, while others choose to just laze on the golden sand and take the occasional dive off the wharf to cool off. Visitors will find a friendly, welcoming atmosphere at the beach, with children's laughter and the amicable buzz of a laid-back rural community creating a relaxing setting for an afternoon in the sun.

For those looking to explore the wilderness around Chase, there are many moderate hiking trails located close to town. Niskonlith Lake is a particularly scenic destination, featuring kaleidoscopic displays of wildflowers in late spring and early summer. Chase Creek Falls are another must-see, with crystal-clear mountain water cascading down a three-tiered drop. To the north of town, Roderick-Haig Brown Provincial Park features an extensive trail system along and around the Adams River, which is world famous for its massive sockeye salmon run. The returning salmon paint the river a bright red, while majestic eagles glide through the sky above in search of an easy meal. The salmon run is truly a sight to behold.

Adrenaline junkies can soar through the air across the Chase Canyon at Treetop Flyers Zipline, or head out for an exciting day of snowmobiling once winter arrives and the snow begins to fall. Nearby Crowfoot and Grizzly mountains offer excellent snowmobile terrain and a consistently deep snowpack that will challenge all levels of sledgers.

For a taste of Chase's small town culture, check out the burgeoning live music scene. The Music on the Lake series runs every Tuesday in July and August in Memorial Park, right on the shores of Shuswap Lake. Or, check out the Art in the Park exhibits and the local Farmer's Market for even more local talent. Chase's "Shop Local/Dine Local" campaign makes it easy indulge in the unique flavours of this vibrant community. Come for a visit and let yourself be charmed by Chase's Shuswap experience!

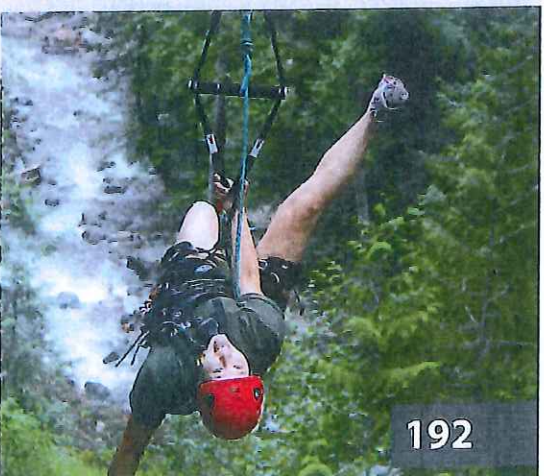
“Chase attracts visitors with its interesting history, hot climate and abundance of outdoor adventures.”

TO LEARN MORE, CONTACT

Chase Visitor Centre
400 Shuswap Ave, Chase, BC V0E 1M0
Ph: 250-679-8432
www.chasechamber.com



From top to bottom: Chase; Little Shuswap River and South Thompson River viewed from the North - Village of Chase; Pulling Together Canoe Journey from Memorial Park - Village of Chase; ATV fun near Niskonlith Lake - Village of Chase; Ziplining with Treetop Flyers Zipline - Village of Chase.





Liberal Party of Canada in North Okanagan Shuswap
321 Sunshine Place, Vernon, BC V1B 2Y3

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Village of Chase

AUG 31 2016

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August 25, 2016

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

We recently received a request from another municipal government in our federal riding asking for assistance in obtaining an official portrait of the Prime Minister of Canada. It occurred to me that other municipal governments in our riding may also want a portrait.

Should the Village wish to have a portrait of Prime Minister Trudeau for your Council Chambers or municipal building you can write to me at the above address or email me at osfla@shaw.ca to request a portrait indicating the size of portrait (8 x 10 or 11 x 14).

Please note that I will be away from August 29 to September 30, but I would be pleased to accommodate your request immediately upon my return at no cost.

Sincerely,

Gord Adams
Treasurer, Liberal Party of Canada in North Okanagan Shuswap

COMMUNITY LEADERS



Dear Mayor and Members of Council,

The Federation of Canadian Municipalities (FCM) is creating the official network of Canada 150 Community Leaders which presents a unique opportunity for local leaders across the country to get involved in the 150th anniversary of Confederation.

We are launching the Canada 150 Community Leaders network with an invitation to designate one or more leaders from your municipality. These individuals will serve as your local representatives at Canada 150 events in your community, as a touchpoint to share Canada 150 information and inspiration, and to be members of a legacy network that extends well beyond 2017.

A member of council can become a Community Leader or a prominent community representative can be identified. You can also choose more than one individual, ensuring a strong representation from your municipality.

To help you identify a community leader we have developed the Canada 150 Community Leader web page at www.fcm.ca/Canada150. There you will find additional information and a form to submit your Community Leader's name.

I encourage you to review the information and to submit the name of your Community Leader in one of the following ways:

- Complete the [online form](#).
- Send us an [email](#) with the name of your Community Leader and their contact information.

Please send us the name(s) of your Community Leader(s) **by October 15**.

We hope you will join us in bringing municipal voices to the forefront for the year-long celebrations, and for years to come.

Sincerely,

Clark Somerville
FCM President and Regional Councillor, Halton Hills

[Skip to main content](#)

Canada 150 Community Leaders

Bringing the voice of municipalities to Canada 150

On Canada's 150th anniversary of Confederation let's celebrate cities and communities — the places we call home — which make our country great.

From September to December 2016, municipal councils will identify a representative in their city or community to form part of an official network of Canada 150 Community Leaders. This network of Community Leaders will ensure the voices of municipalities across Canada are showcased as part of Canada150.

Community Leaders will be the community voice of Canada 150 at local events, and when possible, they will share images and stories about their communities to create an insightful mosaic of our nation. These leaders will be a touch point to share information about Canada150.

Nominate your Community Leader today



Use our [Recruitment Toolkit](#) to help you identify your Community Leader and announce your participation in this nation-wide network.

Submit your [nomination online](#).
(or download a [printable form](#))

Be part of the celebration by identifying a leader in your community before the December 2016 deadline.

Together, the networking of Community Leaders will amplify the celebrations taking place from coast to coast to coast!

Page Updated: 07/09/2016
Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3
T. 613-241-5221
F. 613-241-7440
Email: info@fcm.ca

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SERVICES AND SOLUTIONS FOR A LIVABLE REGION

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Village of Chase

AUG 18 2016

Office of the Chair
Tel. 604 432-6215 Fax 604 451-6614

JUL 18 2016

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File: CR-12-01
Ref: SD 2016 Jun 24

The Honourable Mary Polak
Minister of Environment
PO Box 9047, Stn Prov Govt
Victoria, BC V8W 9E2
VIA EMAIL: env.minister@gov.bc.ca

COPY

Dear Minister Polak:

Re: Mattress and Bulky Furniture Extended Producer Responsibility

At its June 24, 2016 regular meeting, the Board of Directors of the Greater Vancouver Sewerage and Drainage District ('Metro Vancouver') considered a report on issues related to mattress recycling and disposal in the Metro Vancouver region and adopted the following resolution:

That the GVS&DD Board:

- a) *write a letter to the Minister of Environment requesting an amendment to the B.C. Recycling Regulation to require the implementation of an Extended Producer Responsibility (EPR) program for mattresses and other bulky furniture by 2017; and*
- b) *copy all municipalities and regional districts in the Province on the letter.*

The Province of B.C. has been a leader in implementing extended producer responsibility (EPR) programs for a broad range of products, including most recently packaging and printed paper, has improved the management of many products in British Columbia. Responsibility for recycling these products has been shifted from municipalities to producers, convenient systems have been put in place for recycling of materials that may create negative environmental impact, and producers are now considering the full-life cycle impacts of their products by implementing design changes.

Building upon the success of current EPR programs, Metro Vancouver believes that it is important to move forward with the implementation of EPR programs for mattresses and bulky furniture. Mattresses and other furniture are specifically identified in the Canadian Council for Ministers of the Environment Canada-Wide Action Plan for EPR as targets for new EPR programs by 2017. The Ministry of Environment has previously communicated its intent to implement EPR programs for mattresses and bulky furniture by 2017.

An estimated 165,000 mattresses are recycled each year in the Metro Vancouver region, of which approximately 60,000 are handled at Metro Vancouver transfer stations. An additional 32,000 mattresses and 59,000 bulky furniture items are picked up by municipalities, either through illegal dumping clean-up programs or large item pick-up programs. Recycling generates significant energy

18674661

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Greater Vancouver Regional District • Greater Vancouver Water District • Greater Vancouver Sewerage and Drainage District • Metro Vancouver Housing Corporation

savings and greenhouse gas benefits, but at significant cost to taxpayers. Metro Vancouver estimates the cost to regional taxpayers of illegal dumping clean-up and bulky items pick-up programs for mattresses and bulky furniture to be as high as \$5,000,000 per year.

Establishing an EPR program for mattresses and bulky furniture would result in a number of benefits:

1. The cost for collection and recycling of mattresses and bulky furniture would be incorporated into the price of the items rather than being funded by municipal taxpayers.
2. Variability in commodity markets would not impact the potential for recycling mattresses.
3. Mattress production could be changed or alternatively innovative recycling systems could be implemented to manage hard-to-recycle products such as pocket-coil mattresses
4. Mattresses could be recycled by businesses and residents free of charge, reducing the potential for illegal dumping

Within the last year or so, new mattress EPR programs have launched in California, Connecticut and Rhode Island. Given a common pool of mattress and bulky furniture brand owners operating in the United States and Canada, this is a key time to begin moving forward to include these product categories in the *B.C. Recycling Regulation*.

We thank you in advance for your consideration of this request. We would be pleased to discuss how we can work together as partners to facilitate the implementation of this and other EPR programs. Please feel free to contact me to discuss further, or have your staff contact Andrew Doi of the Solid Waste Services Department.

Yours truly,



Greg Moore
Chair, Metro Vancouver Board

GM/PH/sw

cc: All Municipalities and Regional Districts in the Province of BC

Encl: "Mattress Recycling Update" Report to GVS&DD Board dated June 24, 2016 (Doc# 17939528)



To: Zero Waste Committee

From: Sarah Wellman, Senior Engineer, Solid Waste Services

Date: May 26, 2016

Meeting Date: June 9, 2016

Subject: **Mattress Recycling Update**

RECOMMENDATION

That the GVS&DD Board:

- a) write a letter to the Minister of Environment requesting an amendment to the B.C. Recycling Regulation to require the implementation of an Extended Producer Responsibility (EPR) program for mattresses and other bulky furniture by 2017; and
 - b) copy all municipalities and regional districts in the Province on the letter.
-

PURPOSE

The purpose of this report is to update the Greater Vancouver Sewerage and Drainage District ('Metro Vancouver') Board on issues related to mattress recycling in the region and seek direction to write the Minister of the Environment to request that the Province implement an EPR program for mattresses and other bulky furniture.

BACKGROUND

At its April 27, 2012 meeting, the GVS&DD Board adopted the following resolution:

That the Board request the Chair to send a letter to the Provincial Government highlighting the importance of implementing an Extended Producer Responsibility program for mattresses and other large furniture items.

The Board Chair's letter is attached (Attachment 1) along with the response from the Ministry of Environment (Attachment 2).

In 2014, Maple Ridge submitted the following UBCM resolution requesting an EPR program for mattresses:

2014 B97: Maple Ridge

WHEREAS the Province is transitioning responsibility for end-of-life management of goods to industry through the use of product stewardship program as governed by the BC Ministry of Environment Recycling Regulation;

AND WHEREAS there is currently no product stewardship program for used mattresses and improperly discarded mattresses have to be disposed of by local government at taxpayers expense:

THEREFORE BE IT RESOLVED that UBCM request the provincial government to require industry to develop a product stewardship program to adequately address end-of-life management of waste mattresses.

This resolution was endorsed by UBCM, and received the following response from the Ministry of Environment:

The Ministry of Environment supports UBCM's request to include waste mattresses under future product stewardship programs to ensure the costs associated with managing these commonly discarded products are transferred to the producers responsible. In fact, the Ministry has committed to meeting the targets set out in the Canadian Council of Ministers of the Environment's (CCME) Canada-wide Action Plan for Extended Producer Responsibility (EPR) programs – including those for construction and demolition materials, furniture (including mattresses, hide-a-beds, etc.), textiles, carpets and appliances by 2017. BC continues to lead all jurisdictions in this regard. Continued efforts in the Lower Mainland to collect and recycle these items are encouraged as they will not only support waste diversion, but will help establish this industry as a proven entity and inform future consultations regarding the upcoming EPR program for mattresses.

An estimated 160,000 to 170,000 mattresses are recycled each year in the Metro Vancouver region, of which approximately 60,000 are handled at Metro Vancouver transfer stations with the remainder delivered directly to the mattress recyclers either by private industry, private pick up services, or by municipalities that offer collection services and/or pick up illegally dumped mattresses.

In 2011, the *Tipping Fee and Solid Waste Disposal Regulation Bylaw* (Tipping Fee Bylaw) was changed to ban mattresses from disposal due to operational impacts and to encourage mattress recycling. Mattresses are received at Metro Vancouver transfer stations for \$15 per unit to pay for the cost of recycling the mattresses.

Due to challenges recycling pocket coil mattress springs, in 2015, the Tipping Fee Bylaw was amended to provide a \$25 discount per tonne at the Waste-to-Energy Facility for loads containing more than 85% metal in recognition of the value of the metal in loads, and also to help reduce costs for mattress recyclers with no recycling alternative for these pocket coil springs.

At the September 10, 2015 Zero Waste Committee directed staff to report back to the Committee on:

the effectiveness of the mattress surcharge

MATTRESS AND OTHER BULKY FURNITURE DISPOSAL AND RECYCLING

The past practice of disposing of mattresses commingled in the waste stream was operationally challenging due to the bulkiness of mattresses, which makes them difficult to handle during waste pickup and transport. Their low density makes them undesirable landfill material, and the springs have a tendency to impact landfill and transfer station equipment (e.g. puncture hydraulic systems). Removal of mattresses from the waste stream has helped reduce maintenance on transfer station and landfill equipment.

The majority of the mattresses collected at transfer stations are recycled. In mattress recycling there are secondary markets for the steel of the innerspring unit, the polyurethane foam, the cover (toppers), the cotton, and the wood. According to the May 2012 CalRecycle Study "Mattress and Box Spring Case Study: The Potential Impacts of Extended Producer Responsibility in California on Global Greenhouse Gas (GHG) Emissions", mattress and box spring recycling and component reuse generates significant energy and greenhouse gas benefits.

Pocket coils are difficult to recycle, as it is challenging to separate the metal from the fabric. Metro Vancouver is currently accepting pocket coil mattresses at the Waste-to-Energy Facility, and recovers the metal for recycling.

Up until recently, there were three private companies in the region recycling over 160,000 mattresses. Metro Vancouver's disposal ban on mattresses has been key in the development of this industry. With declining metal prices mattress recycling companies have faced economic challenges because historically metal was the primary revenue source from recycling mattresses.

As of May 2016, one of the recycling companies, Recyc-Mattress, stopped accepting mattresses. Without an EPR program in place for mattresses, the net costs for mattress recycling must be charged to residents, businesses and the public sector dropping off mattresses for recycling. Over the last two years, Metro Vancouver's drop-off costs at the private recycling facilities have increased from \$9 to \$13 per unit. Metro Vancouver has maintained drop-off fees at \$15 at transfer stations despite the increased recycling costs to reduce the potential for illegal dumping.

With the temporary closure of Recyc-Mattress, there have been more discarded mattresses than the local capacity for recycling. As a result, Metro Vancouver is temporarily stock-piling some mattresses, and may need to send some mattresses to landfill. This issue highlights the need for an EPR program for mattresses to stabilize the recycling capacity in the region regardless of commodity prices.

Other bulky furniture such as couches are recyclable in the same manner as mattresses, and these products are also a challenge from a disposal perspective due to their bulk and the presence of springs. The cost of recycling couches is approximately \$30 – \$45 per unit. If an EPR program for mattresses and bulky furniture was put in place, couches and other bulky furniture could be banned from disposal, dramatically increasing recycling of these products and reducing impacts on the disposal system.

Illegal Dumping

Illegal dumping is an ongoing concern in the region. It causes environmental, health and social impacts, and is a considerable resource and financial burden on governments, businesses and residents. In particular, municipalities often bear the majority of costs associated with reactively cleaning up and disposing of abandoned waste.

Despite the availability of recycling programs provided by Metro Vancouver and the private sector, illegal dumping of mattresses is common in the region.

The resident's principal barriers to mattress recycling in the region include:

- difficulty and cost of transporting mattresses to transfer stations or appropriate recyclers,
- recycling fee charged when a customer drops off a mattress, and

These barriers contribute to continued incidents of illegal dumping in many member municipalities.

An estimated 10,000 mattresses and 16,000 other pieces of large furniture are abandoned each year in the region with an average municipal unit cost for collection of \$50 per unit (includes labour, and transportation), which leads to a cost of approximately \$1,300,000 per year for member municipalities.

Anecdotally, the highest portion of abandoned mattresses occur in urbanized areas with a transient population near apartment complexes or multi-family dwellings. In these areas, many residents do not own vehicles, rely solely on public transportation, or own small vehicles not suitable for transporting large and bulky mattresses.

It is uncertain as to the relative impact of recycling fees compared to transportation barriers in determining the number of illegally dumped mattresses. Drop-off revenues for mattresses at Metro Vancouver and City of Vancouver transfer stations equal approximately \$900,000 per year, and cover most of the cost of recycling these mattresses. Reduction or elimination of these fees is unlikely to eliminate illegal dumping and as such reduction or elimination of fees would result in a net cost. Drop-off fees could be eliminated if an EPR program for mattresses is put in place.

Large Item Pick-Up Programs in the Region

Many municipalities have implemented large item pick-up programs as a way to reduce incidents of illegal dumping. These programs are generally available only to residences served by municipal garbage collection. There are a combination of various features in member municipalities' programs, including the types of materials collected, pick-up limits, housing types serviced, collection frequency, collection fee, etc. Approximately 22,000 mattresses and 43,000 pieces of furniture are picked up through large item pick-up programs each year.

EPR Program for Mattresses

There is urgent need for an EPR program for mattresses and other bulky furniture in the region. Lack of an EPR program increases the potential for illegal dumping of these items and transfers costs to municipalities that must pick-up illegally dumped items. In many cases municipalities incur additional costs by offering large item pick-up programs at no cost to residents to reduce the potential for illegal dumping. Recent changes to commodity markets have reduced the economic viability of local mattress recycling businesses and may result in the requirement to landfill recyclable mattresses. The Ministry of Environment has previously communicated that they targeted implementing an EPR program for mattresses and bulky furniture by 2017. The typical timeframe for EPR programs to be implemented following a change to the Recycling Regulation is approximately 18 months, and as such, even if a change to the Recycling Regulation is made in 2016, it could be 2018 before a program is in place. It is important to highlight to the Ministry of Environment the urgent need to proceed with an EPR program for mattresses and other bulky furniture.

ALTERNATIVES

1. That the GVS&DD Board:

- a) write a letter to the Minister of Environment requesting an amendment to the B.C. Recycling Regulation to require the implementation of an Extended Producer Responsibility (EPR) program for mattresses and other bulky furniture by 2017; and
- b) copy all municipalities and regional districts in the Province on the letter.

2. That the Zero Waste Committee receive the report titled "Mattress Recycling Update", dated May 26, 2016 for information and provide alternate direction to staff.

FINANCIAL IMPLICATIONS

If the Board approves Alternative 1, correspondence will be sent to the Minister of Environment to advocate for an EPR program for mattresses and other bulky furniture.

SUMMARY/CONCLUSION

An estimated 160,000 to 170,000 mattresses are recycled each year in the Metro Vancouver region, of which approximately 60,000 are handled at Metro Vancouver transfer stations. Mattress recycling generates significant energy and greenhouse gas benefits, and reduces Metro Vancouver's operational and maintenance costs when compared to disposal. A mattress recycling fee is collected by Metro Vancouver at the transfer stations, and paid to mattress recyclers to help cover the cost of dismantling and recycling mattress components.

Many municipalities have developed large item pick-up programs to reduce the incidences and costs associated with illegal dumping.

An EPR program for mattresses and bulky furniture is urgently needed, as changes to commodity markets have reduced the economic viability of local recycling businesses and may result in the requirement to landfill potentially recyclable mattresses. Lack of an EPR program increases the potential for illegal dumping of these products and transfers costs to municipalities. There is a need to continue to urge the Minister of Environment to address this ongoing issue and to introduce an EPR program for mattresses and other bulky furniture and therefore staff recommend Alternative 1.

Attachments and References:

Attachment 1: Letter from Chair Moore to Minister Terry Lake, dated June 19, 2012

Attachment 2: Letter from Minister Terry Lake to Chair Moore, dated December 11, 2012

17939528



metrovanancouver

4330 Kingsway, Burnaby, BC, Canada V5H 4G8 604-432-6200 www.metrovanancouver.org

Office of the Chair
Tel, 604-432-6215 Fax 604-451-6614

File: CR-24-03-EPR
RT: 3960

JUN 19 2012

The Honourable Terry Lake
Minister of Environment
PO Box 9047, Stn Prov Govt
Victoria, BC V8W 9E2

Dear Minister Lake: **TERRY**

Re: Acceleration of an Extended Producer Responsibility (EPR) Program for Mattresses and Large Upholstered Furniture

As part of the Canadian Council of Ministers of the Environment (CCME) Canada-wide Action Plan for EPR, all provinces committed to implementing a program for furniture, including mattresses, by the Phase II target of 2017.

The leadership demonstrated by the Province, Metro Vancouver and others, has created a robust recycling industry for mattresses and large upholstered furniture, with three processors located in the Lower Mainland. With the recent emergence of this local recycling industry, Metro Vancouver implemented a ban on the disposal of mattresses at regional disposal facilities in January 2011. A \$20 per mattress fee was charged to cover the costs of collection, transportation and processing. In 2011, over 125,000 mattresses were recycled into their wood, metal, foam, and fibre components, leading to over 70 green jobs added in this recycling sector. These valuable natural resources were reused and/or recycled thereby avoiding the disposal of these materials in landfills and the extraction of new natural resources.

While this initiative has been an overwhelming success from an environmental perspective, the combination of the ban and the \$20 per unit fee has resulted in the unintended consequence of illegal dumping by a minority of individuals unwilling to pay a fee for responsible management of products at the end of their useful life. As a result, municipalities incur significant costs to responsibly manage these products, as opposed to the manufacturers, producers, distributors and retailers who do not currently bear the full environmental cost to manage their products.

We ask that the Ministry of Environment amend the Recycling Regulation to include mattresses and large upholstered furniture and accelerate the implementation of this EPR program to 2015. This request to accelerate EPR implementation is explicitly stated in action 1.1.10 of our Integrated Solid Waste and Resource Management Plan which was approved last year. The infrastructure and regulatory structure already exists in Metro Vancouver and could be easily extended throughout the Province.

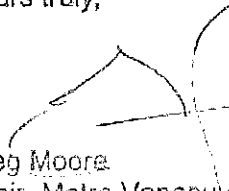
Minister of Environment

Acceleration of an Extended Producer Responsibility Program for Mattresses and Large Upholstered Furniture

Page 2 of 2

We thank you in advance for your kind consideration of this request. We would be pleased to discuss how we can work together as partners to facilitate the acceleration of this and other EPR programs. Please feel free to contact me to discuss this matter further, or have your staff contact Andrew Doi, Environmental Planner, at 604-436-6825.

Yours truly,



Greg Moore
Chair, Metro Vancouver Board

GM/PH/ad



Reference: 171883

DEC 11 2012

Greg Moore, Chair
and Directors
Metro Vancouver Board
4330 Kingsway
Burnaby BC V5H 4G8

Dear Chair Moore and Directors:

Thank you for your letter of June 19, 2012, regarding the acceleration of an extended producer responsibility (EPR) program for mattresses and large upholstered furniture in British Columbia (BC). I apologize for the delay in responding.

As you may know, BC has recently been recognized for its leadership position on EPR. BC has more EPR programs than any jurisdiction in Canada and is further advanced towards fulfilling its Canadian Council of Ministers of Environment Canada-wide Action Plan (CAP) for EPR.

A date for the addition of mattresses and large upholstered furniture to the Recycling Regulation has not been set at this point in time. Ministry of Environment staff are currently actively engaged on the implementation of the packaging and printed paper product category under the Recycling Regulation. Further product additions to the Regulation will be addressed in priority sequence.

The Ministry's 2011/12 – 2013/14 Service Plan highlights our commitment to the CAP for EPR. The CAP recommends that EPR programs be implemented by 2017 for construction and demolition materials, furniture, textiles, carpets and appliances, including ozone-depleting substances. We are making every effort to meet these 2017 targets, and I would like to assure you that mattresses and large upholstered furniture will be included in future discussions.

I would like to acknowledge and commend Metro Vancouver for extending, as documented in action 1.1.3 under Goal 1 of the Metro Vancouver Integrated Solid Waste and Resource Management Plan, the offer to provide staffing support and partner with the Ministry to help advance EPR in the province. This offer of support has the potential to assist in steering waste diversion activities in a manner that will ultimately eliminate waste or effectively manage it as a resource.

...2

I see the recent Memorandum of Understanding (MOU) on EPR between Metro Vancouver and the Ministry as a promising start to Metro Vancouver's commitment to advance EPR in collaboration with the Province and I encourage the use of the MOU as the mechanism to capture opportunities where Metro Vancouver and the Province can work together to develop new EPR programs.

If you have any further suggestions for the development of EPR programs, or any questions about the content of this letter, please do not hesitate to contact Ms. Meegan Armstrong, Head of Industry Product Stewardship in the Ministry of Environment, at 250 387-9944 or by email at Meegan.Armstrong@gov.bc.ca.

Thank you again for writing.

Sincerely,

A handwritten signature in cursive script, appearing to read 'T. Lake'.

Terry Lake
Minister of Environment



Village Of Chase

TO: Mayor and Council
FROM: Director Financial Services
DATE: 6 September 2016
RE: 2017 Permissive tax exemptions

BACKGROUND

Under the Act, Councils have been given the authority to provide for property tax exemptions for certain activities and categories of users. For example section 220 exempt's churches and hospitals and the lands the buildings rest upon, and council is authorized to grant a permissive tax exemption on the surrounding lands and auxiliary buildings.

The purpose of these exemptions is to assist organizations providing useful services to the residents of the Village of Chase which are not available from the Village itself. The grant enables these organizations to remain viable within the community. The costs to the community of providing such services would exceed the value of the taxes exempted for the organizations.

APPLICATIONS

(Copies of all applications are available for review by Council and the public during regular Village office hours)

Chase and District Curling Club - The club provides recreational activities for the community and provides services through the availability of their facilities and parking lot to the public. They have between 70 and 100 members, mostly residents of the village, with 20 to 40 active volunteers. They have indicated the provision of curling would become marginal if the tax exemption is not granted. The 2017 tax exemption will be approximately \$11,484 of which \$5,877 is the municipal portion.

Chase Creekside Seniors Organization - They are a seniors support and social group that provide activities and assistance to seniors. They also engage in fund raising to support their activities and provide assistance to others in the community. The facilities are utilized by many community service organizations. They have 165 members and approximately 75 volunteers. The facilities are only open to others under the organizations supervision, not to the public at large. The loss of the exemption would reduce their ability to provide services to the seniors of the community. The tax exemption for 2017 will be \$3,288 of which \$1,992 is the municipal portion.

Chase Evangelical Free Church - They are a religious fellowship which engages in worship, education, personal development, pastoral care and community service. They have 21 members mostly from Chase and 28 active volunteers. The lands are used to support the church and hall activities. The loss of the tax exemption would create a financial burden reducing the ability to provide services to the community. The 2017 tax exemption is \$1,275 of which \$818 is the municipal portion.

St. Andrews All Saints Church (United Church of Canada) - They are a religious fellowship which engages in worship, education, personal development, pastoral care and community service. They have 25 members mostly from Chase and 12 active volunteers. The lands are used to support the church and hall activities. The loss of the tax exemption would create a financial burden reducing the ability to provide services to the community. The 2017 tax exemption is \$1,678 of which \$1,076 is the municipal portion.

Chase Congregation of Jehovah's Witnesses - They are a religious fellowship which engages in worship, education, personal development, pastoral care and community care. They have 65 members mostly from Chase and 65 active volunteers. The lands are used to support the church and hall activities and the parking lot is available to the public. The loss of the tax exemption would create a financial burden reducing the ability to provide services to the community. The 2017 tax exemption is \$964 of which \$618 is the municipal portion.

Blessed Sacrament Catholic Church (Roman Catholic Bishop of Kamloops)- They are a religious fellowship which engages in worship, education, personal development, pastoral care and community service. They have 130 members mostly from Chase and numerous active volunteers. The lands are used to support the church and hall activities, and the residential property is used primarily for classroom and child care. The loss of the tax exemption would create a financial burden reducing the ability to provide services to the community. The 2017 tax exemption is \$3,029 of which \$1,944 is the municipal portion.

Chase and District Museum and Archives - The Society provides archival storage of historical information and preserves local history and artifacts. They have 80 members from Chase with 10 active volunteers. A retail gift shop is operated to raise funds for the operation of the museum. They have indicated they would suffer a severe hardship if the tax exemption is not granted. The 2017 tax exemption will be approximately \$6,533 of which \$3,343 is the municipal portion.

Chase and District Chamber of Commerce - The Chamber is dedicated to promote and improve the trade, commerce, economic, civic and social welfare of the Village and district. It provides information, marketing, communications and promotion of the Village throughout the region. It also operates the Visitor Centre in which there is a gift and souvenir sales area for fund raising. There are 102 members, mostly from Chase, and 7 active volunteers. The tax exemption allows the Chamber to provide additional services. The 2017 tax exemption is \$2,000 of which \$1,024 is the municipal portion.

Chase & District Lions Community Club - They are a nonprofit society, part of Lions International, which promotes a spirit of understanding among the peoples of the world, good government and citizenship. They engage in fund raising activities for the purpose of funding various community oriented projects for the benefit of the citizens of the Village of Chase. They have 20 members (14 from Chase) with 12 volunteers. The exemption is for the lease land utilized for the Chase Lions RV Park which is the primary fundraising activity of the club operated by their volunteers. Funds allocated to taxes would decrease

funds available for charitable activities. The 2017 tax exemption will be \$4,698 of which \$2,404 is the municipal portion.

Royal Canadian Legion - The Legion provides services to the community at large and to veterans and their families, especially the disabled. They operate a social center for the benefit of their members and guests and fundraise for community oriented projects. There are 486+ members mostly from the Village, and approximately 100 volunteers. They have indicated they would suffer a severe hardship if the tax exemption is not granted. In the past the exemption has been granted for the lands only. With no change to the exemption the 2017 grant will provide a tax exemption of \$3,389 of which \$1,734 is the municipal portion.

Chase and District Recreation Centre Society - The Society provides recreational opportunities to the residents of Chase. The Arena portion has received a 10 year exemption that expires in 2019. This provides a tax exemption in 2017 of \$37,137 of which \$22,942 is the municipal portion.

The arena portion operates at a deficit that is funded by a \$75,000 operating partnership contract and \$50,000 as a direct grant in aid from the Village. The loss of the tax exemption would have an impact on the ability of the society to maintain operation of the Arena.

The Golf course portion provides golf and recreational activities for members and the public. The group has 65 members most of whom are from Chase, and 6 active volunteers. The property has a lounge and out buildings for recreational purposes, and a live-in caretaker within the suite above the lounge. The 2017 tax exemption is \$16,757 of which \$10,040 is the municipal portion.

FINANCIAL IMPLICATIONS

The total tax exemptions requested for 2017 are estimated to be \$92,232 which includes \$53,813 in municipal portion. No additional applications can be accepted at this time.

Of the total taxes exempted, the Regional District levies a dollar value (\$721,813) based on the assessment valuations established after the exemptions are processed. This results in the tax levy being distributed over the remaining taxpayers. The estimated redistribution for Chase taxpayers amounts to \$13,400 in 2017 or an average increase in taxes of about \$10 per parcel.

In addition to the permissive tax exemptions requested for 2017 in the amount of \$95,300 there are budgeted 2016 grants in aid as follows

General Grant in Aid	\$20,000
Forgiveness of Rentals	\$ 6,000
Chamber of commerce (80% Bus License)	\$13,800
Arena grant in aid	\$52,500

Total Grants in Aid including exemptions \$92,300

(Please note the Arena also receives \$75,000 in contract payments and golf course \$87,500 in loan payments ending in 2019).

When considering any adjustments to the level of exemptions, Council must keep in mind that the Arena exemption has been granted until 2019 and cannot be altered. This represents over 40% of the exemptions granted. Any adjustments would be from the remaining grants listed above. Council must also keep in mind that various organizations receiving an exemption would be impacted by any change and may be required to reduce the works or request grants in aid to assist them.

The cost to the Village of the present system by applicant is:

	Total Tax	Municipal Tax
Chase and District Curling Club	11,484	5,877
Chase Creekside Seniors	3,288	1,992
Evangelical Free Church	1,275	818
United Church of Canada	1,678	1,076
Jehovah's Witness Congregation	964	618
Roman Catholic Bishop of Kamloops	3,029	1,944
Chase Museum Society	6,533	3,343
Chase and District Chamber of Commerce	2,000	1,024
Royal Canadian Legion Br. 107	3,389	1,734
Chase and District Recreation Society	37,137	22,942
Golf Arena	16,757	10,040
Total	92,232	53,813

RECOMMENDATION

That the applications for permissive tax exemptions for 2017 as outlined in the report for Council September 13, 2016 be approved for the development of the Annual bylaw for presentation at the next council meeting.

Respectfully submitted,

Leif Pedersen,
Director Financial Services



Village Of Chase

Administrative Report

TO: Mayor and Council

FROM: Corporate Officer

DATE: 8 September 2016

RE: 3-Way Stop on Pine Street at 5th Avenue

ISSUE/PURPOSE

To obtain direction from Council regarding the removal or continuation of the 3-way stop signs at Pine Street and 5th Avenue.

OPTIONS

1. Remove the stop signs on Pine Street at 5th Avenue, keeping the stop sign on 5th Avenue where it intersects Pine Street.
2. Provide direction to Administration that the stop signs at Pine Street and 5th Avenue remain in place pending the receipt of more data regarding the effectiveness of the signage that requires vehicle traffic to stop at all parts of the intersection.
3. Remove the stop signs on Pine Street at 5th Avenue for the times of year that the Neighbourhood Golf Cart Pilot project is in operation.

HISTORY/BACKGROUND

The stop signs on Pine Street were installed earlier in 2016 in response to concerns of local area residents regarding some vehicles travelling at higher than 50 km/hour along that route. While not a permanent traffic calming measure, the signs were intended to be a temporary measure until the end of September to slow traffic along the route and give the Village a chance to obtain feedback.

Here is a brief chronology of Council resolutions/directions to Administration on the matter:

- Late in 2015 Council first discussed the signs in response to residents' concerns about speeding along Pine Street.
- April 26, 2016 - **"That stop signs be installed in both directions at the corner of Pine Street and 4th Avenue until the end of September at which time their effectiveness will be re-evaluated."** (This resolution was later rescinded and replaced)

- June 14, 2016:

Administration was directed to install temporary stop signs (with a "New" banner) on Pine Street in both directions at the corner of Pine Street and 5th Avenue, and that these signs be temporary pending ongoing monitoring of speeds along Pine Street;

Administration was also requested to provide a more detailed report regarding traffic calming options for Pine Street for possible inclusion in the 2017 Budget;

Citizens on Patrol were requested to occasionally patrol the area for the remainder of 2016 to discourage vehicles speeding and to monitor the potential effectiveness of the intersection rules.

(It was the intention of Council to have the intersection signage in place until sometime in September of 2016 at which time Council would discuss the matter further and make a decision whether to have the signs remain or to remove them from the Northwest/Southeast directions on Pine Street)

DISCUSSION

As has been directed by Council, Administration did provide a preliminary report regarding traffic calming measures available for consideration along Pine Street (if needed). More information will be provided to Council in terms of costs associated with the various measures for Council's 2017 budget discussions.

The Neighbourhood Golf Cart pilot initiative could make the stop signs on Pine Street at 5th Avenue unnecessary if Council includes that specific route in the maximum 30 km/hour pilot project zone.

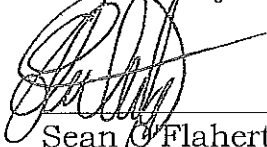
FINANCIAL IMPLICATIONS

A small amount of staff time will be needed to remove the stop signs. If other more permanent traffic calming measures are instituted, these will come with varying degrees of cost depending on what measures may be implemented.

RECOMMENDATION

Council direction is requested regarding the removal or continuance of the stop signs at Pine Street and 5th Avenue.

Respectfully submitted,



Sean O'Flaherty, Corporate Officer