



AGENDA

Regular Meeting of the Council of the Village of Chase
to be held at the Community Hall at 547 Shuswap Avenue, and via Zoom
on Tuesday, November 22, 2022 at 4:00 p.m.

Join the meeting from your computer, tablet or smartphone:

<https://us02web.zoom.us/j/87463437651?pwd=S0UvK2pHUUdRdTIPMGRDQTdsTUd2dz09>

Or join the meeting using your phone:

Dial: 1-778-907-2071

Meeting ID: 874 6343 7651

Passcode: 186708

1. CALL TO ORDER

2. ADOPTION OF AGENDA

Resolution:

“THAT the agenda of the November 22, 2022 Regular Meeting be adopted as presented.”

3. ADOPTION OF MINUTES

3.1 Minutes of the November 1, 2022 Inaugural Meeting

Pages 1-3

Resolution:

“THAT the minutes of the November 1, 2022 Inaugural Meeting be adopted as presented.”

3.2 Minutes of the November 8, 2022 Regular Meeting

Pages 4-8

Resolution:

“THAT the minutes of the November 8, 2022 Regular Meeting be adopted as presented.”

4. PUBLIC HEARINGS

None

5. PUBLIC INPUT ON CURRENT AGENDA ITEMS

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

6. DELEGATIONS

6.1 Ryan Oliver and Erik Kok, Interfor - Adams Lake Division

6.2 Dave Underwood, TRUE Consulting – Asset Management and Capital Planning

7. REPORTS

a) Mayor and Council Reports

8. UNFINISHED BUSINESS

8.1 Municipal Ticket Information Amendment Bylaw No. 918-2022

Page 9

Recommendation:

“THAT the Municipal Ticket Information Amendment Bylaw No. 918-2022 be adopted.”

8.2 Fees and Charges Amendment Bylaw No. 919-2022 Pages 10-11

Recommendation:

“THAT the Fees and Charges Amendment Bylaw No. 919-2022 be adopted.”

8.3 Fire Department Establishment and Regulation Amendment Bylaw Page 12

Recommendation:

“THAT the Fire Department Establishment and Regulation Amendment Bylaw No. 921-2022 be adopted.”

8.4 Zoning Amendment Bylaw No. 923-2022 – 822 Hysop Road Pages 13-14

Recommendations:

1. **“THAT Zoning Amendment Bylaw No. 923-2022 be read a first time.”**
2. **“THAT Zoning Amendment Bylaw No. 923-2022 be read a second time.”**
3. **“THAT Zoning Amendment Bylaw No. 923-2022 be submitted to a public hearing.”**

8.5 Zoning Amendment Bylaw No. 924-2022 – 622 3rd Avenue Pages 15-16

Recommendations:

1. **“THAT Zoning Amendment Bylaw No. 924-2022 be read a first time.”**
2. **“THAT Zoning Amendment Bylaw No. 924-2022 be read a second time.”**
3. **“THAT Zoning Amendment Bylaw No. 924-2022 be submitted to a public hearing.”**

8.6 Letter – Climate Change Funding Opportunities Pages 17-27

The Chase Environmental Action Committee as well as a number of individual residents approached Council earlier in 2022 discussing climate change and the importance of it being top of mind for community members of the Village of Chase. At its meeting of September 6, 2022, Council passed the following resolution:
“THAT the Village of Chase declare a climate emergency.”

Recommendation:

“THAT Council receive for information the letter from Carolyn Parks-Mintz and James E. Mintz regarding climate change funding from senior levels of government; AND

THAT Council discuss Climate Change strategies and funding opportunities that would be appropriate for the Village of Chase early in 2023.”

9. NEW BUSINESS

9.1 Appointment of Chief Financial Officer

Recommendation:

“THAT Debbie Lovin be appointed as the permanent Chief Financial Officer for the Village of Chase effective November 28, 2022; AND

THAT Pat Sibilleau be retained for an overlap period once Ms. Lovin starts her employment to ensure a smooth transition for the new CFO.”

9.2 Council Liaison and Appointments for 2022/2023

Page 28

Recommendation:

“THAT the Council Liaison and Appointments be adopted as presented.”

9.3 Chase Country Christmas Committee – Hall Usage and Liability Insurance

Pages 29-41

Memo from Chief Administrative Officer

Recommendation:

“THAT Council authorizes no-cost use of the Community Hall (upper Main) for the Chase Country Christmas Craft Fair on December 3, 2022; AND

THAT the Chase Country Christmas Committee be added to the Village’s Municipal Insurance Association liability insurance as an associate member for an annual fee of \$250.”

9.4 Chase Lions RV Park Lands Lease Agreement and Annual Financial Report

Pages 42-53

At its September 28, 2021 meeting, Council passed the following resolution:

“THAT the Lease between the Village of Chase and the Lions Club for the Mill Park RV Lands be ratified with effective dates of January 1, 2022 to December 31, 2026.”

The lease agreement is provided here for new members of Council to familiarize themselves. The agreement requires the Lions Club to submit an annual financial report as they have exclusive use of municipally-owned lands to generate funds for the purposes of their organization.

Recommendation:

“THAT Council receive for information the Lions RV Park Annual Financial Report.”

9.5 Holiday Office Closure

Pages 54-55

Memo from Corporate Officer

Recommendation:

“THAT Council approve the closure of the Municipal Hall to the public effective noon, Friday, December 23, 2022 and re-opening Tuesday, January 3, 2023; AND

THAT the deadline for payment of 2022 utility bills as outlined in Council’s Fees and Charges Bylaw No. 820-2016 and amendments be extended from December 31, 2022 to January 6, 2023, extending the transfer of unpaid water sewer and solid waste charges to property tax accounts to January 7, 2023.”

10. NOTICE OF MOTION

11. OPPORTUNITY FOR PUBLIC TO SPEAK ON MUNICIPAL MATTERS

This opportunity is for members of the gallery to provide input on any municipal matter.

12. IN CAMERA

None

13. RELEASE OF IN CAMERA ITEMS

14. ADJOURNMENT

Resolution:

“THAT the November 22, 2022 Regular Meeting be adjourned.”



MINUTES

of the Regular Meeting of the Council of the Village of Chase
held at the Community Hall at 547 Shuswap Avenue, and via Zoom
on Tuesday, November 1, 2022 at 4:00 p.m.

PRESENT: Mayor David Lepsoe
Councillor Colin Connett
Councillor Ron Harder
Councillor Jane Herman
Councillor Fred Torbohm

In Attendance: Joni Heinrich, Chief Administrative Officer
Sean O'Flaherty, Director of Corporate Operations
Patricia Sibilleau, Interim Chief Financial Officer
Brian Lauzon, Fire Chief
Mike McLean, Deputy Corporate Officer

Public Participants: 57 in-person, 6 via Zoom

1. CALL TO ORDER

The Corporate Officer, Sean O'Flaherty called the meeting to order at 4:00 pm.

The Corporate Officer administered the oaths of office to each new Council member individually, starting with Mayor David Lepsoe and continuing with Councillor Colin Connett, Councillor Ron Harder, Councillor Jane Herman and Councillor Fred Torbohm.

2. OATHS OF OFFICE

The Corporate Officer administered the oaths of office to each Council member individually:

Mayor David Lepsoe
Councillor Colin Connett
Councillor Ron Harder
Councillor Jane Herman
Councillor Fred Torbohm

3. ADOPTION OF AGENDA

Moved by Councillor Torbohm

Seconded by Councillor Herman

"THAT the November 1, 2018 Village of Chase Inaugural Council Meeting agenda be adopted as presented."

CARRIED
#2022/11/01_001

4. DISTINGUISHED GUESTS

Mayor David Lepsoe thanked those in attendance (in-person and via Zoom) and acknowledged past Mayors Harry Danyluk, Ron Anderson and Rick Berrigan, as well as past Council member Diana Endean, each receiving a gift from the new Mayor.

Adams Lake Indian Band elders Iris and Ron Jules along with Councillor Brandy Chelsea and Charmayne Wilson welcomed the newly elected Council, expressed their

happiness that the three Indigenous communities and Chase continue to foster positive relationships, and drummed a welcome song for the new Council members.

5. MAYOR'S ADDRESS

Mayor David Lepsoe addressed the gallery, thanking everyone for attending and for the support of the voters. He also thanked the 3 former Mayors of Chase noting that he learned something valuable from each of them. He then provided gifts to various members of the gallery and to elders and members of the Adams Lake Indian Band.

6. NEW COUNCILLORS ADDRESS GALLERY

Councillor Harder welcomed everyone and stated he was looking forward to serving the Village of Chase.

Councillor Herman thanked everyone for attending and voiced her appreciation for being given the opportunity to serve as a Councillor.

Councillor Torbohm thanked everyone for attending and also stated he was looking forward to serving on Council for this next four year term.

7. NEW BUSINESS

7.1 Thompson-Nicola Regional District Director Appointee

Moved by Councillor Torbohm

Seconded by Councillor Herman

"THAT Mayor David Lepsoe be appointed as Director to the Board of the Thompson-Nicola Regional District for the 2022/2023 term."

**CARRIED
#2022/11/01_002**

7.2 Thompson-Nicola Regional District 2022 Newly Elected Officials Orientation

Moved by Councillor Connett

Seconded by Councillor Harder

"THAT costs associated with the attendance of Council members at the Thompson-Nicola Regional District orientation session on November 4, 2022 be paid for by the Village of Chase as per Council's ADM-21, Expense Reimbursement policy."

**CARRIED
#2022/11/01_003**

7.3 Thompson-Nicola Regional District 2022 Inaugural Board Meeting

Moved by Councillor Herman

Seconded by Councillor Torbohm

"THAT members of Council who wish to attend the November 17, 2022 Inaugural Board Meeting and Reception, will have costs covered as per Council's ADM-21, Expense Reimbursement policy."

**CARRIED
#2022/11/01_004**

7.4 Signing Authorities – Banking Purposes

Moved by Councillor Torbohm

Seconded by Councillor Harder

“THAT Mayor David Lepsoe and Councillor Jane Herman be appointed as Council signing authorities for the Village of Chase for banking purposes effective immediately; AND

THAT the Chief Administrative Officer Joni Heinrich, and Corporate Officer Sean O’Flaherty be appointed Administration signing authorities for the Village of Chase for banking purposes effective immediately.”

**CARRIED
#2022/11/01_005**

Mayor Lepsoe welcomed Councillor Brad Arnouse and two elders of the Neskonlith Indian Band. Councillor Arnouse welcomed the new Mayor and Councillors, stating his appreciation for continued collaboration between the two communities.

Mayor Lepsoe provided gifts to Councillor Arnouse and the Neskonlith elders.

8. PUBLIC COMMENTS

Members of the gallery spoke to the new expressing congratulations to the new Council members, citing initiatives such as Chase Canada , the Entrepreneur Immigration program, economic development, First Nations relationships, climate change and the branding of the Village to further promote tourism.

Mayor Lepsoe welcomed Councillor Brad Arnouse and two elders of the Neskonlith Indian Band. Councillor Arnouse welcomed the new Mayor and Councillors, stating his appreciation for continued collaboration between the two communities.

Mayor Lepsoe provided gifts to Councillor Arnouse and the Neskonlith elders.

While the Little Shuswap Lake Band representatives were not in attendance, they sent their best wishes to the new Council.

9. ADJOURNMENT

Moved by Councillor Harder

Seconded by Councillor Connett

“THAT the November 1, 2022 Village of Chase Inaugural Council meeting be adjourned.”

**CARRIED
#2022/11/01_006**

The meeting concluded at 4:35 p.m.

David Lepsoe, Mayor

Sean O’Flaherty, Corporate Officer



MINUTES

of the Regular Meeting of the Council of the Village of Chase
held at the Community Hall at 547 Shuswap Avenue, and via Zoom
on Tuesday, November 8, 2022 at 4:00 p.m.

PRESENT: Mayor David Lepsoe
Councillor Colin Connett
Councillor Ron Harder
Councillor Jane Herman
Councillor Fred Torbohm

In Attendance: Joni Heinrich, Chief Administrative Officer
Sean O'Flaherty, Director of Corporate Operations
Pat Sibilleau, Interim Chief Financial Officer
Brian Lauzon, Fire Chief
Mike McLean, Deputy Corporate Officer

Public Participants: 17 in-person, 4 via Zoom

1. CALL TO ORDER

Mayor Lepsoe called the meeting to order at 4:00 p.m. and led a moment of silence in honour of National Aboriginal Veterans Day.

2. ADOPTION OF AGENDA

Moved by Councillor Torbohm

Seconded by Councillor Herman

"THAT the November 8, 2022 Village of Chase Regular Council meeting agenda be adopted as presented."

CARRIED
#2022/11/08_001

3. ADOPTION OF MINUTES

3.1 Minutes of the Regular Meeting of Council held October 11, 2022

Moved by Councillor Torbohm

Seconded by Councillor Connett

"THAT the minutes of the Regular Meeting of October 11, 2022, be adopted as presented."

CARRIED
#2022/11/08_002

3.2 Minutes of the Public Hearing held October 11, 2022

Moved by Councillor Harder

Seconded by Councillor Herman

"THAT the minutes of the Public Hearing of October 11, 2022, be adopted as presented."

CARRIED
#2022/11/08_003

3.3 Minutes of the Special Meeting of Council held October 25, 2022

Moved by Councillor Torbohm

Seconded by Councillor Herman

“THAT the minutes of the Special Meeting of October 25, 2022 be adopted as presented.”

CARRIED
#2022/11/08_004

4. PUBLIC HEARINGS

None

5. PUBLIC INPUT ON CURRENT AGENDA ITEMS

None

6. DELEGATIONS

None

7. REPORTS

a) Mayor and Council Reports

Mayor Lepsoe

Nov. 1 – Inaugural Meeting

Nov. 1 – Chase Heat hockey game with Councillors Harder and Herman

Nov. 4 - TNRD Orientation Workshop

Councillor Harder

Nov. 1 – Inaugural Meeting

Nov. 1 – Chase Heat hockey game with Mayor Lepsoe and Councillor Herman

Nov. 4 - TNRD Orientation Workshop

Councillor Herman

Nov. 1 – Inaugural Meeting

Nov. 1 – Chase Heat hockey game with Mayor Lepsoe and Councillor Harder

Nov. 4 - TNRD Orientation Workshop

Councillor Torbohm

Oct. 25 – Special Meeting of Council

Oct. 26 – Shuswap Trails Roundtable in Sorrento

Nov. 1 – Inaugural Meeting

Nov. 2 – Volunteered for Chase Museum’s Christmas Store set-up

Nov. 4 – TNRD Orientation Workshop

Ongoing – Monitored emails, reviewed agendas, met with staff as required

b) Staff Reports – on agenda

Moved by Councillor Torbohm

Seconded by Councillor Harder

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

CARRIED
#2022/11/08_005

8. UNFINISHED BUSINESS

8.1 Zoning Amendment Bylaw No. 892-2022

Moved by Councillor Torbohm
Seconded by Councillor Harder

“THAT Zoning Amendment Bylaw No. 892-2022 be read a third time.”

**CARRIED
#2022/11/08_006**

Moved by Councillor Herman
Seconded by Councillor Torbohm

“THAT Zoning Amendment Bylaw No. 892-2022 be adopted.”

**CARRIED
#2022/11/08_007**

8.2 Municipal Ticket Information Amendment Bylaw No. 918-2022

Moved by Councillor Harder
Seconded by Councillor Herman

“THAT Municipal Ticket Information Amendment Bylaw No. 918-2022 be read a third time.”

**CARRIED
#2022/11/08_008**

8.3 Fees and Charges Amendment Bylaw No. 919-2022

Moved by Councillor Torbohm
Seconded by Councillor Connett

“THAT Fees and Charges Amendment Bylaw No. 919-2022 be read a third time.”

**CARRIED
#2022/11/08_009**

8.4 Fire Department Establishment and Regulation Amendment Bylaw

Moved by Councillor Torbohm
Seconded by Councillor Herman

“THAT Fire Department Establishment and Regulation Amendment Bylaw report be received for information.”

**CARRIED
#2022/11/08_010**

8.5 Zoning Amendment – Short Term Rental, 1106 Beach Place

Moved by Councillor Herman
Seconded by Councillor Harder

“THAT Zoning Amendment Bylaw No. 922-2022 be read a first time.”

**CARRIED
#2022/11/08_011**

Moved by Councillor Torbohm
Seconded by Councillor Connett

“THAT Zoning Amendment Bylaw No. 922-2022 be read a second time.”

**CARRIED
#2022/11/08_012**

Moved by Councillor Herman
Seconded by Councillor Harder

"THAT the Zoning Amendment Bylaw No. 922-2022 be submitted to a Public Hearing."
CARRIED
#2022/11/08_013

9. NEW BUSINESS

9.1 Zoning Amendment – Secondary Suite, 822 Hysop Road

Moved by Councillor Torbohm
Seconded by Councillor Harder

"THAT the zoning amendment application for 822 Hysop Road be accepted, and Administration be directed to process the application, and draft a zoning amendment bylaw."

CARRIED
#2022/11/08_014

9.2 Zoning Amendment – Secondary Suite, 622 3rd Avenue

Moved by Councillor Herman
Seconded by Councillor Harder

"THAT the zoning amendment application for 622 3rd Avenue be accepted, and Administration be directed to process the application, and draft a zoning amendment bylaw."

CARRIED
#2022/11/08_015

9.3 Health Benefits for Elected Officials

The Chief Administrative Officer provided information regarding health benefits and noted that when costs are available this matter will come back to Council for discussion.

Moved by Councillor Torbohm
Seconded by Councillor Harder

"THAT the report from the Chief Administrative Officer regarding forthcoming costs for benefits be received for information."

CARRIED
#2022/11/08_016

9.4 Letter from Minister of Children and Family Development

Adoption Awareness Month – November 2022

Moved by Councillor Torbohm
Seconded by Councillor Herman

"THAT the letter from the Minister of Children and Family Development recognizing November as Adoption Awareness Month be received for information."

CARRIED
#2022/11/08_017

9.5 Request from Ashton Sweetnam for closure of parking spaces adjacent to pocket park – November 17, 2022 – Pride and Pizza event

Moved by Councillor Harder

Seconded by Councillor Connett

"THAT Council grant the closure of the parking spaces adjacent to the downtown pocket park from 3:30 p.m. to 7:00 p.m. on Thursday, November 17, 2022 for a public Pride and Pizza event."

CARRIED
#2022/11/08_018

10. NOTICE OF MOTION

None

11. RELEASE OF IN CAMERA ITEMS

None

13. IN CAMERA

None

14. ADJOURNMENT

Moved by Councillor Connett

Seconded by Councillor Torbohm

"THAT the November 8, 2022 Village of Chase Regular Council meeting be adjourned."

CARRIED
#2022/11/22_019

The meeting concluded at 4:41 p.m.

David Lepsoe, Mayor

Sean O'Flaherty, Corporate Officer

**VILLAGE OF CHASE
BYLAW NO. 918-2022**

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

WHEREAS the *Community Charter* authorizes Council, by bylaw, to designate those Village bylaws which may be enforced by means of a municipal ticketing system; which offences are subject to municipal ticketing; who can issue municipal tickets and what fines may be imposed for each offence.

AND WHEREAS the Council of the Village of Chase deems it necessary to amend Bylaw No. 736-2010, Schedule "A", Appendix 10 to include provisions pertaining to the keeping of hens.

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

1. This Bylaw shall be cited for all purposes as "Village of Chase Municipal Ticket Information Amendment Bylaw No. 918-2022".
2. Schedule "A", Appendix 10 is hereby amended by adding the following:

Hens not permitted	4.15.1	\$100.00
More than four (4) hens	4.15.2	\$150.00
Rooster not permitted	4.15.2	\$150.00
No hen registration	4.15.3	\$100.00
Inadequate hen shelter	4.15.7(c)(d)	\$150.00
Fail to clean coop/hen enclosure	4.15.7(e)	\$150.00
Sale of hen products	4.15.9(a)	\$250.00
Slaughter of hen on residential lot	4.15.9(b)	\$250.00
Hen in residential dwelling unit or on a balcony or deck	4.15.9(e)	\$150.00

READ A FIRST TIME THIS **11th** DAY OF **OCTOBER, 2022**

READ A SECOND TIME THIS **11th** DAY OF **OCTOBER, 2022**

READ A THIRD TIME THIS **8th** DAY OF **OCTOBER, 2022**

ADOPTED THIS ____ DAY OF _____

David Lepsoe, Mayor

Sean O'Flaherty, Corporate Officer

VILLAGE OF CHASE
Bylaw No. 919-2022

A Bylaw to Amend the Village of Chase Fees and Charges Bylaw No. 820-2016

WHEREAS the Council of the Village of Chase has adopted the Village of Chase Fees and Charges Bylaw No. 820-2016;

AND WHEREAS The Council of the Village of Chase deems it necessary to amend Bylaw No. 820-2016;

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

1. This bylaw may be cited for all purposes as "Village of Chase Fees and Charges Amendment Bylaw No. 919-2022".
2. Section 2. Fees, is hereby amended by adding "Schedule "L" – Fees for Backyard Hen Permit"
3. "Schedule "L" – Backyard Hen Permit" is attached hereto and form part of the bylaw.
4. SEVERANCE

If any portion of this bylaw is declared ultra vires by a Court of competent jurisdiction or found to be illegal or unenforceable, that part or section shall be considered to be separate and severable from the bylaw to the intent that the remainder of the bylaw shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

READ A FIRST TIME THIS 11th DAY OF OCTOBER, 2022

READ A SECOND TIME THIS 11th DAY OF OCTOBER, 2022

READ A THIRD TIME THIS 8th DAY OF NOVEMBER, 2022

ADOPTED THIS ____ DAY OF _____

David Lepsoe, Mayor

Sean O'Flaherty, Corporate Officer

Schedule “L” to Bylaw No. 820-2016
Village of Chase

Fees for Backyard Hens Permit

Annual registration fee	\$25.00
-------------------------	---------

VILLAGE OF CHASE
Bylaw No. 921-2022

A Bylaw to Amend the Village of Chase Volunteer Fire Department
Establishment and Regulation Bylaw No. 795-2014

WHEREAS the Council of the Village of Chase has adopted the Village of Chase Volunteer Fire Department Establishment and Regulation Bylaw No. 795-2014;

AND WHEREAS The Council of the Village of Chase deems it necessary to amend Bylaw No. 795-2014;

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

1. This bylaw may be cited for all purposes as "Village of Chase Volunteer Fire Department Establishment and Regulation Amendment Bylaw No. 921-2022."
2. The definition at 2.5 of Bylaw 795, 2014, is hereby deleted and replaced in its entirety with the following:
 - 2.5 "Interior Operations Level Training" means the minimum Competency required to ensure all firefighters are trained to Interior Operations Level Firefighters as prescribed by the BC Fire Service Minimum Training Standards Playbook."
3. Schedule "C" – Remuneration – Officers and Firefighters is hereby deleted from the bylaw.

READ A FIRST TIME THIS 25th DAY OF **October, 2022**

READ A SECOND TIME THIS 25th DAY OF **October, 2022**

READ A THIRD TIME THIS 25th DAY OF **October, 2022**

ADOPTED THIS THIS DAY OF , **2022**

David Lepsoe, Mayor

Sean O'Flaherty, Corporate Officer

**VILLAGE OF CHASE
BYLAW NO. 923 - 2022**

A BYLAW TO AMEND THE VILLAGE OF CHASE ZONING BYLAW NO. 683 - 2006

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

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

AND WHEREAS the zoning amendment conforms to the Village of Chase Official Community Plan Bylaw No. 896-2021 as amended from time to time;

AND WHEREAS the Council of the Village of Chase has held a Public Hearing pursuant to the *Local Government Act*;

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

1. This Bylaw shall be cited for all purposes as “Village of Chase Zoning Amendment Bylaw No. 923- 2022”.
2. That the Village of Chase Zoning Bylaw No. 683-2006 is hereby amended by changing the zoning designation on LOT 3 DISTRICT LOT 517 KAMLOOPS DIVISION YALE DISTRICT PLAN 16742 (822 Hysop Road) from “*R-1, Low Density Residential* to *R-1SS with Secondary Suite*.”

READ A FIRST TIME THIS ____ DAY OF _____

READ A SECOND TIME THIS ____ DAY OF _____

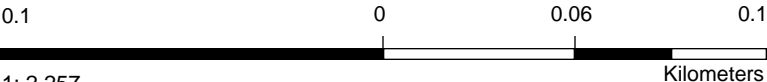
PUBLIC HEARING HELD THIS ____ DAY OF _____

READ A THIRD TIME THIS ____ DAY OF _____

ADOPTED THIS ____ DAY OF _____

David Lepsoe, Mayor

Sean O'Flaherty, Corporate Officer



Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere

November 18, 2022

THIS IS NOT A LEGAL SURVEY PLAN. This map is a user generated static output from the Thompson-Nicola Regional District Internet Mapping site and is provided on an "as is" and "as available" basis, without warranties of any kind, either expressed or implied. The information was generated from Geographic Information System (GIS) data maintained by different source agencies. Information contained in the map may be approximate, and is not necessarily complete, accurate or current. While all reasonable efforts have been made to ensure the accuracy of the data, reliance on this information without verification from original records is done at the user's own risk.



Legend

Library Services

- Library
- Mobile Library

Waste Disposal and Recycling

- Eco-Depot
- Recycle Depot
- Product Stewardship Depot
- Landfill
- Transfer Station
- Septage Pit

Emergency Services

- Police Station
- Ambulance Station
- Fire Station
- Hospital
- Local Authority Office

Facility

- Other
- Cemetery
- Community Hall
- Education
- Emergency Response
- Government Building



Author:

**VILLAGE OF CHASE
BYLAW NO. 924 - 2022**

A BYLAW TO AMEND THE VILLAGE OF CHASE ZONING BYLAW NO. 683 - 2006

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

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

AND WHEREAS the zoning amendment conforms to the Village of Chase Official Community Plan Bylaw No. 896-2021 as amended from time to time;

AND WHEREAS the Council of the Village of Chase has held a Public Hearing pursuant to the *Local Government Act*;

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

1. This Bylaw shall be cited for all purposes as “Village of Chase Zoning Amendment Bylaw No. 924- 2022”.
2. That the Village of Chase Zoning Bylaw No. 683-2006 is hereby amended by changing the zoning designation on LOT A DISTRICT LOT 517 DIVISION KAMLOOPS DIVISION YALE DISTRICT PLAN 28697 (622 3rd Avenue) from “*R-1, Low Density Residential* to *R-1SS with Secondary Suite*.”

READ A FIRST TIME THIS ____ DAY OF _____

READ A SECOND TIME THIS ____ DAY OF _____

PUBLIC HEARING HELD THIS ____ DAY OF _____

READ A THIRD TIME THIS ____ DAY OF _____

ADOPTED THIS ____ DAY OF _____

David Lepsoe, Mayor

Sean O'Flaherty, Corporate Officer



Legend

Library Services

- Library
- Mobile Library

Waste Disposal and Recycling

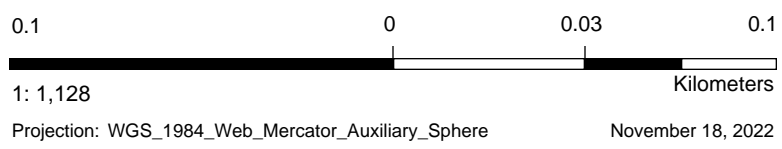
- Eco-Depot
- Recycle Depot
- Product Stewardship Depot
- Landfill
- Transfer Station
- Septage Pit

Emergency Services

- Police Station
- Ambulance Station
- Fire Station
- Hospital
- Local Authority Office

Facility

- Other
- Cemetery
- Community Hall
- Education
- Emergency Response
- Government Building



THIS IS NOT A LEGAL SURVEY PLAN. This map is a user generated static output from the Thompson-Nicola Regional District Internet Mapping site and is provided on an "as is" and "as available" basis, without warranties of any kind, either expressed or implied. The information was generated from Geographic Information System (GIS) data maintained by different source agencies. Information contained in the map may be approximate, and is not necessarily complete, accurate or current. While all reasonable efforts have been made to ensure the accuracy of the data, reliance on this information without verification from original records is done at the user's own risk.

Author:

14 November 2022

Mayor and Council
Village of Chase

DELIVER

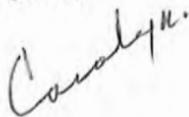
RE: Village of Chase, Declaration of Climate Emergency

With regard to current local and global climate crises, attached are details of federal and provincial funding available to municipalities which have declared a climate emergency, as has the Village of Chase. While some of the Federal programmes are now closed, it is anticipated that new opportunities will be available in future. The reporting aspects of such funding, to be approved by Council prior to submission, could be handled by a municipally-appointed Climate Committee.

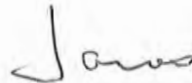
We trust environmental issues are a significant priority for Council—floods, droughts, wildfires, heat domes, and atmospheric rivers continue to be regular occurrences. And although there are countries who do little to mitigate global warming disasters, such lack of vision and motivation is no reason to do nothing, or to stall taking action—our children and grandchildren are depending on us to ameliorate the mistakes of the last 50 years!

We look forward to the steps you initiate, facilitate, and complete in order to address climate change as well as the harm and damage it entails.

Regards,



Carolyn Parks Mintz
Author & Journalist



James E. Mintz
Educator & Tutor

RECEIVED
Village of Chase

NOV 17 2022

Original _____
File _____
Copy _____
Agenda _____

 Carolyn Parks Mintz

carolyn@computerelite.ca 519.524.0371



Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) > [Environment and natural resources](#) > [Climate change](#)

Climate change funding programs

Funding for projects from individuals, small business and other interested organizations to support Canada's climate plan. Find links to application forms, news releases and success stories.

Services and information

Climate Action and Awareness Fund

Support projects that encourage engagement and build capacity to reduce Canada's greenhouse gas emissions.

Green Infrastructure Fund

Fund to support environmental infrastructure projects.

Clean Technology Programs

Programs and initiatives supporting clean technology projects.

Low Carbon Economy Fund

**Government
of Canada****Gouvernement
du Canada**[Canada.ca](#) > [Environment and natural resources](#)> [Environmental conservation and protection](#) > [Environmental funding](#)

Environment and Climate Change Canada funding programs









We offer funding through various Grants and Contributions programs. Eligible groups, organizations and individuals can apply for support of projects that protect or conserve our natural environment.









For more information consult our list of programs below and refer to our [service standards](#).






Filter items









Showing 1 to 1 of 1 entries **Show** **entries**









List of programs

Category/topic  	Title  	Description  	Status  
Climate change	Climate Action and Awareness Fund	Support for projects that raise awareness of climate change.	Closed
Climate change	Output-Based Pricing System Proceeds Fund	Supports clean technology projects that reduce greenhouse gas emissions to help decarbonize Canada's industrial sectors, while returning OBPS proceeds to jurisdictions of origin.	Ongoing

Category/topic  	Title  	Description  	Status  
Climate change	<u>Low Carbon Economy Fund</u>	Supports projects that will reduce emissions, create jobs and save Canadians and companies money	Open: January 27 to March 25
Climate change	<u>Nature Smart Climate Solutions Fund</u>	Support for projects that restore wetlands, peatlands, and grasslands to store and capture carbon and support biodiversity.	Closed
Climate change/Indigenous	<u>Indigenous-led Natural Climate Solutions</u>	Support for Indigenous-led projects that restore wetlands, peatlands, and grasslands to store and capture carbon and support biodiversity.	Open
Donation	<u>Ecological gifts program</u>	Protects ecologically sensitive land and nature in order to leave a legacy for future generations.	Ongoing
General	<u>Environmental Damages Fund</u>	Fines resulting from environmental damage collected to fund projects which benefit the natural environment.	Closed

Category/topic  	Title  	Description  	Status  
Plastic	<u>Increasing Knowledge on Plastic Pollution Initiative</u>	Address knowledge gaps related to the potential human health effects and ecotoxicology of plastics in Canada.	Closed
Plastic	<u>Zero Plastic Waste Initiative</u>	Funds local projects that mobilize Canadians and communities to develop and test solutions to prevent plastics from entering the environment.	Closed
Regional program	<u>Atlantic Ecosystems Initiatives</u>	Aims to improve health, productivity and long-term sustainability of ecosystems in Atlantic Canada.	Open: February 9 to March 16, 2022
Regional program	<u>Community Interaction Program</u>	Promotes community projects that conserve and improve the St. Lawrence ecosystem.	Open: September 21 to November 16, 2022
Regional program	<u>Great Lakes Protection Initiative</u>	Addresses the most significant environmental challenges affecting Great Lakes water quality and ecosystem health.	Closed

Category/topic  	Title  	Description  	Status  
Regional program	<u>Lake Winnipeg Basin Program</u>	Supports projects aimed at improving the ecological health of Lake Winnipeg.	Closed
Regional program	<u>Salish Sea Marine Emissions Reduction Fund</u>	Helps reduce air pollutant and greenhouse gas emissions from domestic marine vessels or fleets operating in the Canadian portion of the Salish Sea.	Open: February 1 to April 30
Species at risk	<u>Aboriginal Fund for Species at Risk</u>	Supports Indigenous capacity with respect to species at risk and funds projects that prevent other species from becoming a conservation concern.	Open: October 4 to November 15, 2022
Species at risk	<u>Community Nominated Priority Places for Species at Risk</u>	Funds projects with multiple partners working together to conserve species at risk and their habitat.	Closed
Species at risk	<u>Habitat Stewardship Program</u>	Funds projects that contribute directly to the recovery of species at risk and prevent others from becoming a conservation concern.	Open: October 4 to November 15, 2022

Category/topic  	Title  	Description  	Status  
Species at risk	<u>Critical Habitat Interdepartmental Program</u>	Federal land managers play an important role in regards to species at risk protection, conservation and recovery on the lands that they manage. This program contributes directly to supporting Federal Government Departments and Agencies, as well as Crown Corporations by providing funding for the implementation of conservation and recovery projects pertaining to species at risk and their critical habitat on the lands that they manage.	Open: November 8th to December 20, 2022
Water	<u>EcoAction Community Funding Program</u>	Supports community groups to take action and address environmental issues.	Open: October 27 to December 8, 2022
Indigenous	<u>Indigenous Guardians Program</u>	Provides Indigenous Peoples with more opportunities for stewardship of their traditional territories.	Closed

Date modified:

2022-11-08

B.C. launches new program to accelerate local climate action – May 2022

Stronger collaboration, planning and action to reduce climate pollution and build protection for local communities will result from the new CleanBC Local Government Climate Action Program.

The program will provide predictable, stable funding for municipalities, regional districts and Modern Treaty Nations to accelerate local climate projects and build a better future for people in their communities.

“We’re working with local leaders to address the climate crisis and create new opportunities for people in the clean economy with more funding support,” said George Heyman, Minister of Environment and Climate Change Strategy. “Local communities have been leaders in the fight against climate change, and this new program will accelerate their actions to cut pollution and build more resilient communities for everyone. We’ve listened to local leaders and designed a program that responds to their community priorities with funding they can count on each year.”

Through Budget 2022, the Province provided \$76 million over three years for the Local Government Climate Action Program. Funds will be distributed to eligible governments based on each community’s population and a base amount. Participating governments will be required to show funds have been invested in projects that support the objectives of the CleanBC Roadmap to 2030 or the Climate Preparedness and Adaptation Strategy.

“Our local government partners are facing the impacts of climate change head on,” said Nathan Cullen, Minister of Municipal Affairs. “They are also on the leading edge of climate action, building resilient communities and are preparing for the future. This new program will help communities of all sizes build a cleaner, better future for people across B.C.”

The Local Government Climate Action Program was designed considering input from local governments, the Union of B.C. Municipalities (UBCM), Modern Treaty Nations and the independent Climate Solutions Council.

“Local governments have led the way on climate action and this new provincial program will help municipalities further strengthen their work building cleaner, more resilient communities,” said Laurey-Anne Roodenburg, president of UBCM and councillor for the City of Quesnel. “By working together with the Province, we’ve helped make sure local government priorities are reflected in the design of this new program.”

To be eligible, participating governments are required to sign on to the B.C. Climate Action Charter, complete a number of reporting requirements and demonstrate matching funding or in-kind contributions for local climate initiatives equal to 20% of their provincial allocation.

The CleanBC Roadmap is the Province’s plan to expand and accelerate climate action by building on the province’s natural advantages – abundant and clean electricity, innovative technology and highly skilled workforce. It sets a path for increased collaboration to build a British Columbia that works for everyone

About the program

The LGCAP provides funding for local governments and Modern Treaty Nations to plan and implement climate action that will reduce emissions, create new opportunities for people in the clean economy and prepare communities for future climate impacts. As part of the program, recipients of funding will be required to report on their actions.

The first year of this program is designed to disburse funding efficiently and support timely local climate action. Additional program and reporting refinements will be made in collaboration with local governments and Modern Treaty Nations for year two.

For step-by-step instructions about the program, eligibility, and reporting requirements, read the [Program Guide](#).

This program will:

- Provide flexible, long-term funding that meets urban and rural needs
- Enable community-specific action to reduce emissions and increase climate resilience
- Enable robust reporting to track results and help improve the program over time
- Enable knowledge sharing among local governments and Modern Treaty Nations to promote innovative climate action across the province

Eligibility

Eligibility requirements

To be eligible for the first year of funding, applicants are required to:

- Be signatories to the B.C. Climate Action Charter or be a B.C. Modern Treaty Nation
- Measure and report corporate greenhouse gas emissions in the first year or prepare for mandatory emissions measurement and reporting for year two
- Demonstrate climate investment (i.e., matching funding or in-kind contributions) equivalent to 20% of the provincial funding received
- Report on projects linked to one or more objectives from the CleanBC Roadmap to 2030 and/or the Climate Preparedness and Adaptation Strategy
- Have their Chief Financial Officer, or equivalent position, submit and publicly post:
 - a completed and signed attestation form to confirm all funds were, or will be, used towards climate action
 - a completed PDF version of the required program survey

Over the next year, the Province will work with local governments and Modern Treaty Nations to determine reporting requirements and program design for year two.

Support for Indigenous communities

Modern Treaty Nations are eligible for the LGCAP.

The Province supports other Indigenous communities outside of Modern Treaty Nations with climate action funding through programs, such as:

- CleanBC Remote Community Energy Strategy
- BC Indigenous Clean Energy Initiative
- First Nations Clean Energy Business Fund
- CleanBC Communities Fund

For more information on the full range of funding opportunities available to Indigenous communities and local governments, please visit the BC Community Climate Funding Guide.

Important dates

- **May 16, 2022 - Program launch & introductory webinar invitation**
Each local government and Modern Treaty Nation will receive an email with funding allocation details, a link to register for introductory webinars and steps to complete reporting requirements

- **May 25 - June 2, 2022 - Introductory webinars**
The Province will host webinars to provide an overview of the program. Webinars will be recorded and posted online. See below for registration details
- **June 15 – July 15, 2022 – Reporting period**
During the reporting period, applicants must complete and submit the required reporting information using the Community Energy Emissions Data base (CEED) platform
- **August 31, 2022 – Funds disbursed through Ministry of Municipal Affairs**
Funds will be dispersed through an electronic funds transfer to local governments and Modern Treaty Nations via the Province's existing Corporate Accounting System
- **By September 30, 2022 – Survey information and attestation form posted**
Each local government or Modern Treaty Nation must publicly post a completed PDF version of the required program survey and the completed and signed attestation form

What people are saying about the Local Government Climate Action Program

Linda Buchanan, mayor, City of North Vancouver

"The effects of climate change are increasingly clear as we experience more extreme weather events. These challenges require all levels of government to redouble their efforts in building a low-carbon and sustainable future. The Local Government Climate Action Program will support communities of all sizes as they invest in green infrastructure that will reduce greenhouse gas emissions, while also improving social and economic outcomes for people. I thank the Province for this investment as it will provide local governments the means to create better communities for generations to come."

Arjun Singh, councillor, City of Kamloops; member of Climate Solutions Council -

"This new climate program will be an important resource for the City of Kamloops to help implement our climate action plan to move away from fossil fuels toward a cleaner future with better infrastructure and amenities for everyone in our community. I'm pleased to see the Province listened to local governments and my fellow members on the independent Climate Solutions Council in designing the program so communities big and small benefit."

Toni Boot, mayor, District of Summerland; member of Climate Solutions Council -

"The District of Summerland is very pleased with the new Local Government Climate Action Program and the \$76 million in funding over three years in Budget 2022. Summerland employs a full-time climate-action staff person and annually allocates monies for climate initiatives. In September 2021, we received the Community Energy Association's Climate and Energy Action Award in the Corporate Operations category. The award recognizes the district's leadership in moving from planning to implementation in the climate-action space. It's through our previous collaborations with the Province and this new program that this work is made possible."

Lisa Helps, Mayor, City of Victoria -

"Local governments are key partners in the Province delivering on the ambitious objectives of CleanBC. This funding will assist local governments to continue to take bold climate action. It will also enable collaboration among local governments like the work we have been doing through the Vancouver Island and Coastal Communities Climate Leadership Plan steering committee, allowing large and small, rural and urban local governments to work together and to work with First Nations. This funding will help advance that work."

Leonard Krog, mayor, City of Nanaimo -

"The new Local Government Climate Action Program is a welcome addition to help municipalities like Nanaimo build on the climate actions we've taken so far to improve our community infrastructure, drive down emissions and create new opportunities for people in the clean economy. The new program will provide a stable source of funding to support future planning and action as we work to meet our emissions targets and prepare for future climate impacts."

Brian Frenkel, councillor, District of Vanderhoof -

"The Local Government Climate Action Program funding will build capacity in small and rural local governments throughout B.C., to help showcase innovative new technologies, and support community-based climate action leadership. The new fund will provide important funding to secure stronger action and collaboration across governments to help rural communities reduce emissions and respond to their own local climate impacts."

Lori Ackerman, mayor, Fort St. John -

"If there is a community that understands energy from creation to consumption, it's ours. Fort St. John is a leader in reducing emissions and responding to climate impacts in our community where a real impact can be achieved. Over the past several years, we have initiated innovative projects that create energy, reduce emissions and leave a lighter footprint. The Local Government Climate Action Program will enable us to continue to invest in projects and showcase real action on the ground, in the community where we live, work and play."

Linda Worley, chair, Regional District of Kootenay Boundary (RDKB) -

"The RDKB is delighted that the Province is launching its new Local Government Climate Action Program and providing continued financial support for local governments to help reduce emissions and respond to climate impacts. The RDKB is committed to climate action and working with its communities to mitigate, adapt and prepare for climate change. We've taken a range of actions, from supporting electric vehicle infrastructure to implementing a region-wide organics-diversion strategy that included rural residents. These projects allowed the RDKB to successfully reduce greenhouse gas emissions by 45% when compared to 2012 emissions."

Dale Littlejohn, executive director, Community Energy Association -

"Congratulations to the Government of B.C. for what might be the most strategic support for local climate action in more than a decade. Local governments influence about half the emissions in B.C., and this support comes at a critical time, as many communities work to cut those emissions in half this decade. The speed and scale of these reductions and regional nature of many solutions necessitates cross-community collaboration, particularly for capacity-constrained small communities. This program can provide the spark for large-scale and collaborative actions in every corner of the province in partnership with the Province."

VILLAGE OF CHASE
2022-2023 Council Liaison and Appointments

Liaison Appointments

The Adams River Salmon Society	Councillor Jane Herman
Business Community and Chase Chamber of Commerce	Councillor Jane Herman
Chase and District Festival Society	
Chase and District Health Services Foundation	Councillor Colin Connett
Citizens on Patrol	Councillor Ron Harder
First Nations	Mayor David Lepsoe
RCMP Liaison	Councillor Fred Torbohm
Shuswap Regional Trails Strategy	Councillor Fred Torbohm
Shuswap Tourism Advisory Committee	Councillor Jane Herman

Municipal Insurance Association

Delegate:	Councillor Ron Harder
Alternate:	Councillor Colin Connett

Thompson-Nicola Regional District Director and Alternate Director (2022-2023)

Director:	Mayor David Lepsoe
Alternate Director:	Councillor Ron Harder

Signing Authorities

Council Signatories:	Mayor David Lepsoe Councillor Jane Herman
Staff Signatories:	Chief Administrative Officer, Joni Heinrich Corporate Officer, Sean O'Flaherty

Chase Country Christmas Committee

To: Village of Chase

Attention: Joni Heinrich and Mayor & Council

Re: Community Hall usage

Dear Ms. Heinrich, Mayor Lepsoe and members of Council,

The Chase Country Christmas Committee is underway planning 2022 Chase Country Christmas events. Chase Country Christmas will commence Friday December 2, 2022, with activities happening throughout the weekend.

The Annual Chase Country Christmas Craft Fair will take place at the Chase Community Hall on Saturday Dec 3rd. On behalf of the Committee, I am requesting use of the Community Hall for this event at no charge. All profits of the craft fair are donated to a service group or non-for-profit within Chase. A specific group to receive the profits of this year's event has not yet been determined.

As this is a community event, the profits being donated to a community service group, I would hope that you would support my request.

Should you have any questions or concerns, please feel free to contact at 250-319-4034.

With regards,

Alison Lauzon



VILLAGE OF CHASE

Memorandum

Date: November 17, 2022
To: Mayor and Council
From: CAO
RE: Chase Country Christmas – Usage of Community Hall

ISSUE/PURPOSE

To obtain direction from Council regarding the request from the Chase Country Christmas Committee for no-charge usage of the main hall on December 3, 2022.

OPTIONS

1. Apply the 'Not for Profit Users' Community Hall rental rates as per Schedule H of the Fees and Charges Bylaw. (Schedule H is attached for reference)
2. Approve the use of the Community Hall by the Chase Country Christmas Committee for their 2022 Craft Fair at no charge.

HISTORY/BACKGROUND

In 2019, the fees and charges associated with usage of the Community Hall were reviewed and updated, to ensure fair costs charged to private users and not-for-profit users. The Community Hall revenues do not cover the costs of operating the building (heating, electricity, cleaning, repairs and maintenance, insurance) however the Community Hall is a central meeting place used by many groups both private and not-for-profit including the Chase Hamper Society, the Chase Lions Club, the Chase Rotary Club, the Tai Chi group and many others. Weddings, celebrations of life and other events are held at the Community Hall.

Policy ADM – 22, Community Hall, was enabled to provide clear direction for Council, staff, and the public regarding the Community Hall. One of the policy pillars is to “*establish consistent, fair and equitable procedures for the rental and use of the Community Hall*”. One of the other tenets of the policy is that the “*purpose of the organization must enrich the community*”.

The Fees and Charges Bylaw Schedule “H” states that, “Events open to the public at no charge for the sole benefit of all the residents of Chase will not be required to pay rental fees. Damage deposits and extra cleaning charges will still apply. Events for fundraising purposes will require a Council decision in relaxing rental fees. Damage deposits and cleaning charges will still apply.”

The non-profit cost for the use of the Community Hall for the craft fair would be between \$175 an \$200 plus damage deposits and extra cleaning costs if needed. Damage and key deposits would be \$150 which would be refundable.

DISCUSSION

The Chase Country Christmas Committee organizes various events for the entire community to enjoy. No charge use of the community hall for their craft fair, being a fundraiser for local charity, is a positive event supporting community spirit and collaboration.

FINANCIAL IMPLICATIONS

As was stated earlier, the Community Hall revenue does not cover costs. The rates in the Fees and Charges Bylaw do reflect equity amongst different types of user groups.

RECOMMENDATION

THAT Council authorizes no-cost use of the Community Hall (upper Main) for the Chase Country Christmas Craft Fair on December 3, 2022; AND

THAT the Chase Country Christmas Committee be added to the Village's Municipal Insurance Association liability insurance as an associate member for an annual fee of \$250.

Respectfully submitted,

Joni Heinrich, CAO

VILLAGE OF CHASE
Bylaw No. 878-2019

A Bylaw to Amend the Village of Chase Fees and Charges Bylaw No. 820-2016

WHEREAS the Council of the Village of Chase has adopted the Village of Chase Fees and Charges Bylaw No. 820-2016;

AND WHEREAS The Council of the Village of Chase deems it necessary to amend Bylaw No. 820-2016;

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

1. This bylaw may be cited for all purposes as "Village of Chase Fees and Charges Amendment Bylaw No. 878-2019".
2. The following schedules are hereby replaced in entirety:

Schedule "H" – Community Hall Rates.

READ A FIRST TIME THIS **8th DAY OF OCTOBER, 2019**

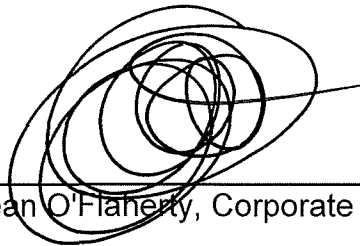
READ A SECOND TIME THIS **8th DAY OF OCTOBER, 2019**

READ A THIRD TIME THIS **8th DAY OF OCTOBER, 2019**

ADOPTED THIS THIS **22nd DAY OF OCTOBER, 2019**



Rod Crowe, Mayor



Sean O'Flaherty, Corporate Officer

**Schedule "H" to
Village of Chase Fees and Charges Bylaw No. 820 - 2016
GENERAL PUBLIC**

RENTAL FEES:

Upper Hall – Hourly	\$60.00 per hour
Upper Hall – 8 hours	\$250.00 (works out to \$31.25/hr.)
Upper Hall – 12 hours	\$350.00 (works out to \$29.17/hr.)
Upper Hall – Hourly (liquor permitted – includes bar)	\$80.00 per hour
Upper Hall – 8 hours (liquor permitted – includes bar)	\$350.00 (works out to \$29.17/hr.)
Upper Hall – 12 hours (liquor permitted – includes bar)	\$450.00 (works out to \$37.50/hr.)
Upper Hall – Weekend Event (48 hours 5:00 p.m. Friday to 5:00 p.m. Sunday)	\$500.00 (works out to \$10.42/hr.)
Upper Hall – Weekend Event (48 hours 5:00 p.m. Friday to 5:00 p.m. Sunday (liquor permitted – includes bar)	\$650.00 (works out to \$13.54/hr.)
Upper Hall - Commemorative Service up to 5 hours	\$100.00 per event (works out to \$20.00/hr.)
Upper Hall - Commemorative Service up to 5 hours (liquor permitted – includes bar)	\$150.00 per event (works out to \$30.00/hr.)
Room A – Hourly	\$30.00 per hour
Room A – 4 hours	\$100.00 (works out to \$25.00/hr.)
Room A – 12 hours	\$150.00 (works out to \$12.50/hr.)
Room B - Hourly	\$30.00 per hour
Room B – 4 hours	\$85.00 (works out to \$21.25/hr.)
Room B – 12 hours	\$120.00 (works out to \$10.00/hr.)
Room C - Hourly	\$20.00 per hour
Room C – 4 hours	\$85.00 (works out to \$21.25/hr.)
Room C – 12 hours	\$120.00 (works out to \$10.00/hr.)
Full Kitchen (downstairs)	\$80.00 per event
Kitchen (dishes only)	\$50.00 per event
PA/Audio-Video System	\$40.00 per event

Note: Unless specified, all rentals prohibit liquor on the premises

ADDITIONAL FEES:

Events Requiring Insurance (purchased through the Village)	15% administration fee on the insurance amount
Damage and Key Deposits	\$250.00 per event. Failure to return key will result in \$100 charge
Cleaning Charges	\$60.00 per hour plus 15% administration fee in the event users do not fulfil their cleaning responsibilities

CANCELLATION FEES:

More than 14 days before event	10% of total rate
Less than 15 days before event	50% of total rate

The 10% rental deposit must be made at least 15 days prior to the event, or full rental amounts at the time of booking if less than 15 days.

NOT FOR PROFIT USERS
Schedule "H" to
Village of Chase Fees and Charges Bylaw No. 820 – 2016

RENTAL FEES:

Upper Hall – Hourly	\$20.00 per hour
Upper Hall – 8 hours	\$125.00 (works out to \$15.63/hr.)
Upper Hall – 12 hours	\$175.00 (works out to \$14.58/hr.)
Upper Hall – Hourly (liquor permitted – includes bar)	\$35.00 per hour
Upper Hall – 8 hours (liquor permitted – includes bar)	\$150.00 (works out to \$18.75/hr.)
Upper Hall – 12 hours (liquor permitted – includes bar)	\$200.00 (works out to \$16.67/hr.)
Upper Hall – Weekend Event (48 hours 5:00 p.m. Friday to 5:00 p.m. Sunday)	\$400.00 (works out to \$8.33/hr.)
Upper Hall – Weekend Event (48 hours 5:00 p.m. Friday to 5:00 p.m. Sunday (liquor permitted – includes bar)	\$500.00 (works out to \$10.42/hr.)
Upper Hall - Commemorative Service up to 5 hours	\$50.00 per event (works out to \$10.00/hr.)
Upper Hall - Commemorative Service up to 5 hours (liquor permitted – includes bar)	\$100.00 per event (works out to \$20.00/hr.)
Room A – Hourly	\$15.00 per hour
Room A – 4 hours	\$50.00 (works out to \$12.50/hr.)
Room A – 12 hours	\$75.00 (works out to \$6.25/hr.)
Room B - Hourly	\$10.00 per hour
Room B – 4 hours	\$45.00 (works out to \$11.25/hr.)
Room B – 12 hours	\$60.00 (works out to \$5.00/hr.)
Room C - Hourly	\$10.00 per hour
Room C – 4 hours	\$45.00 (works out to \$11.25/hr.)
Room C – 12 hours	\$60.00 (works out to \$5.00/hr.)
Full Kitchen (downstairs)	\$40.00 per event
Kitchen (dishes only)	\$25.00 per event
PA/Audio-Video System	No Charge

Note: Unless specified, all rentals prohibit liquor on the premises

Events open to the public at no charge for the sole benefit of all residents of Chase will not be required to pay rental fees. Damage deposits and any incurred cleaning charges will still apply.

Events for fundraising purposes will require a Council decision in relaxing rental fees. Events with liquor may be considered differently than events without liquor. Damage deposits and incurred cleaning charges will still apply.

ADDITIONAL FEES:

Events Requiring Insurance (purchased through the Village)	15% administration fee on the insurance amount
Damage Deposit – Rental without liquor	\$100
Damage Deposit – Rental with liquor	\$200
Key deposit	\$50.00 per event, and for long-term users
Cleaning Charges	\$60.00 per hour plus 15% administration fee in the event users do not fulfil their cleaning responsibilities

CANCELLATION FEES:

More than 14 days before event	No Charge
Less than 15 days before event	10% of total charge



Village of Chase Policy Manual

Title: ADM – 22 Community Hall

Date Effective: February 1, 2016

First Revision: December 2015

Date Approved: January 12, 2016

Date Approved: March 12, 2013

Special Notes / Cross Reference:

Schedule “E” of Bylaw 734-2011 rescinded by Bylaw 734-1, 2013

POLICY:

This policy intends to ensure the responsible use of the Village of Chase Community Hall.

PURPOSE:

It is the purpose of this Policy to establish guidelines for the general use of the Community Hall. This policy is to be used in conjunction with the Fees and Charges Bylaw.

This policy will be used to:

- Ensure that only authorized user groups have access to and use of the Community Hall;
- Establish consistent, fair and equitable procedures for the rental and use of the Community Hall;
- Provide consistent guidelines and procedures to be followed for Village staff and all Community Hall user groups to ensure sustainable and efficient administration and management of the Hall.

DEFINITIONS:

Agreement Holder means the signatory on the General Rental Agreement or Long-Term User Agreement.

Casual User is an occasional renter / user that does not use a regularly scheduled time slot through a season.

Commercial Organization is an organization which operates on a for-profit basis.

Community Event means rental of time to community groups for non-profit community activities.

Long term user group means an organization or group that uses the Facility on a regular basis, whether for the purpose of regularly scheduled events, events or storage.

Facility refers to the Village of Chase Community Hall located at 547 Shuswap Avenue.



Village of Chase Policy Manual

Non-Profit Organization is a group of individuals joined together on a non-profit basis or a non-profit organization incorporated under the Society Act of BC. To be eligible for the Non-Profit rate, the following conditions must apply:

- Membership of the group is open and available to any Village of Chase resident;
- The purposes and practices of the group are not contrary to the BC Human Rights Act or the group is not involved in the promotion of unlawful activities;
- The purpose of the group will enrich the community;
- Must have exclusive control of the booked time and be able to directly pay the rental fees;
- Must be legally responsible and liable for all activities related to the event;
- Must direct any net profit from the event to the purposes of the non-profit organization;
- May employ or contract others on a "fee for service" for the delivery of the event.

User Group means any group or individual who uses the Community Hall for a private or public function.

Village Staff means unionized and non-union staff and contractors hired by the Village of Chase, but does not include elected officials.

GENERAL TERMS & CONDITIONS

Agreement: The Agreement Holder is authorized to only use the Hall for the event, date and times as set out in the Agreement. All renters must adhere to the Terms & Conditions as set out in the User Agreement. All requested information must be received prior to the event (e.g. proof of insurance coverage, damage deposit, contact details, etc). The Agreement Holder will not allow any other person, group or organization to use or sub-lease the Hall.

Agreement with Chase Lions Club: This Policy does not cover the Chase Lions Club as they are part of a separate agreement.

Agreement Changes: Any changes to the Agreement must be made in writing and signed by the Agreement Holder and a Village representative. While all attempts to accommodate changes will be made, some changes may not be allowed.

Cancellations:

- Cancellation by Agreement Holder:** All bookings are subject to a cancellation fee. If the Agreement Holder delivers written notice of cancellation at least fourteen (14) days prior to the date of the event, the Agreement Holder is not required to pay the Rental Fee for the event. However, a cancelled booking regardless of the number of days notice, will result in the forfeit of the rental deposit. Transferability of the rental deposit may be allowed at the sole discretion of the Village.
- Cancellation by Village for Agreement Holder's Breach:** Without limiting other remedies available to the Village, the Village may cancel the Agreement, prevent the Agreement Holder from holding the event or remove the Agreement Holder from the Hall during the event. In each those instances the Village can keep the damage deposit if the



Village of Chase Policy Manual

- Agreement Holder breaches any term or condition of this Agreement.
- iii. **Cancellation for other reasons:** If the Agreement Holder is prevented from using the Hall on the date or dates set out in the Agreement for the event because a labour dispute is in progress or a natural disaster has destroyed or damaged the Hall, the Village may cancel the Agreement and may reimburse the Rental Fee and/or Deposit to the Agreement Holder.

Clean Up: The Agreement Holder must leave the Hall in a clean, neat and tidy condition following the event so the Hall is returned to the condition it was at handover. The Agreement Holder must clean as per the Terms & Conditions of the User Agreement.

Code of Conduct: All those accessing the Community Hall are required to comply with rental rules and regulations or may be subject to suspension of rental privileges for up to one year.

Compliance with Laws: The Agreement Holder must comply with all applicable Municipal, Provincial and Federal laws, regulations and bylaws in its use of the Facility. Failure to do so may result in termination of the Agreement and/or denial of future rental privileges.

Event Checklist: Depending on size and nature of event, user group(s) may be required to meet with a designated official to complete the pre/post Event Checklist as part of the preparation and clean-up of special events.

Facility Damages: User groups are required to cooperate with Village staff by reporting damage to the Facility, equipment and unsafe conditions prior to the event or at their earliest convenience. The Agreement Holder will be liable for any damage to the building occurring as a result of their use during the renter's contract time.

Fire Code Regulations: The Agreement Holder will not permit over-crowding in excess of the limits set by the Fire Commissioner, and will not permit blocking of hallways, exits, etc. with equipment. The Agreement Holder will strictly adhere to all Fire Code regulations.

First Aid: The Agreement Holder is responsible for the provision of first aid.

Future Rental Requests: There will be no bookings taken beyond 12 months in the future.

Hall Access: The Agreement Holder must make arrangements to collect and return the Hall key(s) during Village office hours.

Liquor:

- i) The Agreement Holder must not allow alcohol to be sold, offered for sale or consumed at the Facility/Event unless authorized under the Agreement.
- ii) If Liquor is permitted the Agreement Holder must not allow alcohol to be brought to the Facility/Event by participants or persons attending. All Permitted alcohol must be supplied and served by the Agreement Holder. The Agreement Holder must obtain and display at the site, a valid liquor license from the Province which must comply with regulations of the Liquor Control and Licensing Branch, Ministry of Public Safety and Solicitor General.



Village of Chase Policy Manual

Litter Control: Agreement Holders are responsible for collection and removal of litter generated by their event including picking up litter and broken glass from the area around the Hall at the conclusion of the event.

Maintenance: The Village reserves the right to schedule both routine and special maintenance on all Village owned facilities, which may require the closure of facilities for the appropriate amount of time based on the maintenance application.

No Smoking: The Agreement Holder will not allow anyone to smoke in the Facility. Smoking is not permitted within 3 metres of public or workplace doorways, open windows or air intakes (i.e. a "buffer zone").

Removal of Goods & Belongings: The Agreement Holder is responsible for removing all goods and belongings on or before the end of their booking (including food). In the event that the Agreement Holder does not remove such items the Village may remove and store them and will not be liable for any damage to or loss of the said goods and belongings during such removal or storage, or both. All items brought to the Facility will be the sole responsibility of the Agreement Holder and the Village will not be liable for any damage to or loss of these items from any cause whatsoever.

Rental Request Approval: Village Senior Management Staff reserve the right to approve, cancel or deny any rental request at their sole discretion.

Rental Request Deadlines: Requests received with 7 days or less notice may not be accommodated if it is deemed there is not sufficient time to meet obligations.

Right of Entry: The Agreement Holder agrees that the Village staff or such other person(s) designated from time to time to carry out the functions on behalf of the Village for purposes of this Agreement, will at all reasonable times be entitled to enter and inspect the Facility and to make such alterations, repairs or additions as may be necessary.

Suitability: It is the Agreement Holder's responsibility to assess the Hall and be satisfied that it is suitable and safe for its event. The Village makes no promises, warranties or representations as to the suitability of the Hall for the Agreement Holder's event.

Vacating the Hall: The Agreement Holder and all guests must vacate the Hall by the end of the time indicated in the Agreement.

GENERAL INFORMATION ON FEES & CHARGES

All fees and charges are as outlined in the Village of Chase Fees and Charges Bylaw.

- a) All commercial rates are set higher than the "non-profit" rate.
- b) Payment options include cash, cheque, Credit Card and Debit Card. The Village reserves the right to demand prior payment of any charges at the time of signing the Agreement, which will apply in the case of most bookings received from outside the municipality.
- c) A service charge may be applied to credit card transactions greater than \$2,500.



Village of Chase Policy Manual

- d) In the event of a rate change, the rate charged will be the rate that is or will be applicable at the time of the rental.
- e) Payment by casual users is due in advance of use. No exceptions.
- f) Deposits:
 - i. Damage Deposit: The Agreement Holder is liable for any damages and must provide a Deposit to the Village thirty (30) days prior to the event or at the time of booking if less than 30 days. The Village reserves the right to determine the amount of the Damage Deposit based on the nature of the event and the Agreement Holder agrees that the Village may keep all or part of the Deposit as a payment toward the repair of damage to the Facility and/or to cover any outstanding charges. If damages exceed the amount of the deposit the Agreement Holder will pay all additional amounts owed. Even though the Village may keep the Deposit, the Village is still entitled to pursue other legal remedies to pursue amounts owing from the Agreement Holder.
 - ii. Rental Deposit: A non-refundable rental deposit is due and payable at the time of booking to secure the rental. The amount is dependent upon the Agreement total and any exceptions are noted in the applicable section of this policy.
- g) NSF Payments: The Village's current service charge will be applied on all payments returned NSF. Three (3) occurrences of NSF payments will require all future payments to be made in cash, credit or debit card or by certified cheque.
- h) Overdue Accounts are subject to being sent to collections and may result in the termination of privileges for booking of Village owned facilities or programs until account is paid in full.
- h) Any organization being favoured with a Grant-In-Aid or rent free usage of a Facility, must also sign an Agreement for the Facility in the usual manner and the rental charges will be paid for internally by the Village.
- i) Regularly scheduled groups are required to pay within 30 days of the current month end.
- j) At the discretion of staff they may, from time to time, approve alternate payment arrangements. It is the responsibility of the Agreement Holder to clearly demonstrate a need to an alternate payment plan.
- k) Senior staff are able to negotiate a rate to secure a business, as long as the negotiated rate is within 20% of the set commercial rate. The purpose of this is to facilitate the development of opportunities that further utilize facility space.
- l) Interest: Any amounts owing by the Agreement Holder to the Village after the time payment is due will bear interest at the current Village rate, calculated monthly not in advance.

GENERAL INSURANCE

All renters will be responsible to have comprehensive General Liability Insurance as described in the following sections:

Options

- The Village can forward a request and payment directly to their current insurers as a service to the renter - the Village is not an insurance agent, broker or representative of the insurer.
- Insurance Company of choice – should a renter choose to purchase insurance at the Insurance Company of the renter's choice, the insurance requirements required by the Village are provided below:



Village of Chase Policy Manual

Renter to Provide:

Renter shall without limiting its obligations or liabilities under the permit/contract, procure and maintain at its own expense and cost, the insurance policies listed with limits no less than those shown in the respective items, unless the Village advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policies shall be maintained continuously from commencement of the Agreement until the date of termination of the Agreement or such longer period as may be specified.

- a) Worker's Compensation Insurance covering all employees of the renter engaged in the contract in accordance with the statutory requirements of the province or territory having jurisdiction over such employees;
- b) Comprehensive General Liability Insurance providing for an inclusive limit of not less than \$2,000,000.00 for each occurrence or accident;
 - (i) Providing for all sums which the renter shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this rental agreement or any operations carried on in connection with this rental Agreement;
 - (ii) Including coverage for Participant Injury, Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Tenant's Legal Liability and Non-Owned Automobile Liability;
 - (iii) Including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.
- c) The Village must be named as an Additional Insured and the policies are primary without any right of contribution from any insurance otherwise maintained by the Village.
- d) The renter agrees to submit Certificates of Insurance to the Village prior to commencement of the rental Agreement. Such certificate shall provide that 30 days' written notice shall be given to the Village, prior to any material change or cancellation of any such policy.
- e) After reviewing the rental Certificate of Insurance, the Village may require other insurance or alterations to any applicable insurance policies in force during the period of the rental Agreement and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the Village and result in increased insurance premium, such increased premium shall be at the renter's expense.
- f) The renter may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the Village.
- g) All insurance which the renter is required to obtain, with respect to the Agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.
- h) If the renter fails to do all or anything which is required of it with regard to insurance, the Village may do all that is necessary to affect and maintain such insurance and any monies expended by the Village shall be repayable by and recovered from the renter. The renter expressly authorizes the Village to deduct from any monies owing by the renter to the Village or otherwise accepts that the Village will invoice the renter for costs incurred to insure.



Village of Chase Policy Manual

- i) The Agreement Holder must provide proof of liability insurance appropriate for the Facility Agreement use, to the Village at least 48 hours prior to holding its event at the Facility. If proof of insurance is not provided to the Village within the time required, the Village may cancel this Agreement, prevent the Agreement Holder from holding its event, and retain the Deposit.
- j) If the Village has accepted insurance for the Agreement Holder as required for any program whereby the Village has collected fees for such insurance, it is understood that the Village is NOT an agent or broker of insurance and makes NO representations or warranties with respect to the appropriateness of such insurance whatsoever. Agreement Holders are strongly encouraged to consult a licensed insurance broker and/or legal advisor regarding insurance for their activities related to this Agreement. The Village's acceptance of insurance as meeting the requirements, in no way limits the liability of the Agreement Holder.
- k) The Agreement Holder shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Village, its elected officials, officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this permit/contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities.
- l) The Agreement Holder shall defend, indemnify and save harmless the Indemnities from and against all claims, demands, actions, proceedings and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of the Agreement, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.
- m) If the Agreement Holder is composed of more than one person (whether that person is an individual or a society or a company), each person is jointly and severally responsible for complying with all the terms of this Agreement.

CHASE LIONS R.V. PARK PROJECT

January 1st-October 31st,2022

Revenue

Balance Forward	\$2,702.67
R.V.Park	\$72,644.00
Sani Dump	\$4,889.85
Total Revenue	<u>\$80,236.52</u>

Expenses

Permits	\$406.75
Bank Charges	\$125.60
Office Supplies	\$673.50
Advertise	\$1,225.11
Park Supplies	\$519.70
Telephone	\$870.00
Insurance	\$1,557.13
water/sewer/Garbage	\$1,396.81
Internet	\$1,255.86
Hydro	\$2,324.36
Care Taker	\$4,567.15

Donations	\$29,128.80
Total Expenses	<u>\$44,050.77</u>
Total after expenses	<u>\$36,185.75</u>

Breakdown of Donations:

RIH Foudation Eye Center	\$1,000.00
Bursaries	\$2,000.00
Variety - The Children Charity	\$1,047.00
LCIF Contribution	\$500.00
Chase literacy Program	\$500.00
Guide Dogs Foundation	\$2,000.00
Chase Fire Fighter Assc	\$2,000.00
Western Blind Curling Assoc.	\$100.00
Chase & Area Youth	\$11,705.00
Parkside Recreation Fund	\$1,000.00
Chase Secondary Dry Grad	\$300.00
Camp Winfeild	\$1,000.00
Diabetes Association	\$500.00
C.A.R.E.	\$500.00
Legion Poppy Fund	\$100.00
Halden School Equipment	\$4,776.80
Halden School Earth day	\$100.00
Total Donation	<u>\$29,128.80</u>

Funds Allocated but not paid out yet, for 2023

Willson Park Washrooms	\$60,000.00
Chase Youth Summer Program	\$15,000.00
Upgrade to R.V.	\$10,000.00

Chase Lions Club Members have logged in over 4000 hours of work to maintain and operate the Chase Lions R.V. Park from April through to October 15th.

RECEIVED
Village of Chase

OCT 31 2022

Original _____
File _____
Copy _____
Agenda _____

Submitted by:
Jeane Talbot
Chase Lions Treasurer.

This Agreement made effective as of the 1st day of January, 2022

BETWEEN:

VILLAGE OF CHASE, having its offices at 826 Okanagan Avenue, PO Box 440,
Chase, BC V0E 1M0

(the "Village")

AND:

CHASE AND DISTRICT LIONS COMMUNITY CLUB (a.k.a. the "Chase Lions
Club"), Incorporation No. S0008618, of PO Box 12, Chase, BC, V0E 1M0

(the "Club")

WHEREAS:

- A. The Village is the registered owner in fee simple of those parcels of land legally described as, together with the improvements located thereon:

PID: 016-062-744, LOT 1 DISTRICT LOT 517 KAMLOOPS DIVISION YALE
DISTRICT PLAN 43085

PID: 004-031-661, THAT PART OF DISTRICT LOT 517 SHOWN ON PLAN
B264 KAMLOOPS DIVISION YALE DISTRICT EXCEPT PLAN 43085

(collectively, the "Lands");

- B. The Club desires to use those portions of the Lands as shown outlined in bold in the attached **Schedule "A"** (the "Premises") for the purposes of operating and maintaining a public campground for recreational vehicles and other camping accommodation, with individual sites rented out by the Club and with any portions of the Premises that do not have specific serviced RV sites to be utilized for dry camping (the "Club's Purposes"); and
- C. The Village and the Club wish to enter into an agreement for lease of the Premises to the Club for the Club's Purposes, subject to and in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained within this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Grant of Lease**

The Village leases the Premises to the Club for use by the Club for the Club's Purposes, on the terms and conditions set out in this Agreement.

2. **Term of Lease**
The term of this Agreement shall be five (5) years commencing on January 1, 2022 and ending on December 31, 2026 (the “Term”).
3. **Termination**
Notwithstanding any other provision contained in this Agreement to the contrary, either party may terminate this Agreement prior to the end of the Term on providing the other with not less than six (6) months written notice or on shorter notice by mutual agreement.
4. **Rent**
The rent payable by the Club during the Term shall be \$1.00 annually.
5. **Permitted Use of Premises**
The Club is only entitled to use the Premises for the Club’s Purposes and any operations that are reasonably ancillary or incidental thereto.
6. **Covenants of the Club**
The Club covenants with the Village to:
 - (a) pay the annual rent and all other amounts payable in accordance with this Agreement;
 - (b) undertake the Club’s Purposes as facility open to the public;
 - (c) act diligently and use all proper and reasonable efforts consistent with good business practice at all times in undertaking the Club’s Purposes;
 - (d) not do, suffer or permit any act or neglect that may in any manner directly or indirectly cause injury to the Premises or the Lands, or any part thereof;
 - (e) not to do, suffer, or permit anything 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;
 - (f) maintain the Premises in a clean and tidy condition during all seasons;
 - (g) pay 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;
 - (h) maintain the cleanliness of the ‘sani-dump’ on the Premises and collect any donations provided from its use;

- (i) not impede the non-designated walking path along the South Thompson River's edge to the northwest of the Premises by any of Club's Purposes or operations in order that the public may utilize the walking path at all times;
- (j) provide for a seasonal caretaker at the Club's cost, and provide a site on the north side of the existing washroom building for such caretaker, at the Club's cost; and
- (k) maintain the 'RV site' washrooms, during the RV season to a high standard of cleanliness.

7. Annual Reporting

The Club covenants and agrees to provide the Village with:

- (a) an annual detailed income statement outlining all revenues and expenditures specific to the Club's Purposes and operations for the most recent operating season before November 15 in each year; AND
- (b) an annual report as to where net revenues are spent during each year of the Term to benefit the community (either for community members or for capital projects) before November 15 in each year.

8. Ownership of the Lands and Improvements

- (a) The Lands are owned by the Village, and any permanent fixtures on the Premises shall remain the absolute property of the Village upon expiry or sooner termination of this Agreement, without any payment by the Village, free and clear of any mortgages or encumbrances.
- (b) Notwithstanding section 8(a) above, during the Term of this Agreement, any improvements constructed by the Club that are not permanent in nature shall be deemed, as between the Village and the Club to be the separate property of the Club and not that of the Village.

9. Covenants of the Village

The Village covenants and agrees with the Club to:

- (a) maintain property insurance for the Lands at all times throughout the Term; and
- (b) ensure the sani-dump on the Premises is operational and undertake any necessary repairs to the sani-dump.

10. Prior Charges

This Agreement is subject to the rights granted or reserved in any charges or encumbrances registered against the title of the Lands.

11. Net Lease

The Club acknowledges and agrees that the lease set out in this Agreement is a completely net lease and that the Village shall not be responsible for any costs of any nature relating to the use or occupancy of the Premises during the Term of this Agreement.

12. **Representations and Warranties**

The Club acknowledges that the Village makes no representations or warranties, express or implied, of any kind in relation to the state of title to the Premises, the condition of the Premises or their suitability for the Club's Purposes or otherwise.

13. **Dealings in Lease and Improvements**

- (a) This Agreement shall not be registered, transferred, assigned, mortgaged or otherwise dealt with by the Club unless the prior written authorization of the Village has been obtained. Such authorization may be withheld in the unrestricted discretion of the Village.
- (b) All dealings by the Club with respect to the use of the Premises which affect the Lands shall be made expressly subject to all the provisions of this Agreement and the rights of the Village under this Agreement.
- (c) The Club shall not transfer, assign, encumber or otherwise deal this Agreement, other than as specifically authorized in writing by the Village, provided that the Village's authorization may be withheld in the unrestricted discretion of the Village;
- (d) No improvements, expansions or changes to the Premises may be made without written consent of the Village, provided that the Village's may be withheld in the unrestricted discretion of the Village.

14. **Observance of Law**

The Club will carry on and conduct the Club's Purposes and its activities and operations 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.

15. **Delivery of Premises**

Upon expiry of the Term or sooner termination of this Agreement, the Club shall immediately surrender possession of the Premises to the Village and shall forthwith deliver all keys, operating manuals and documents relating to the operation of the Premises to the Village.

16. **Commercial General Liability Insurance**

The Club will, at all times during the Term of this Agreement, take out, and maintain, at the Club's sole expense, comprehensive general liability insurance, including tenant's legal liability insurance and 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.

17. **Property Insurance**

The Club will, at all times during the Term of this Agreement, take out, and maintain, at the Club's sole expense, all risks insurance coverage in respect of the Premises, in an amount not less than the replacement costs of any improvements constructed on the Premises. This policy shall include, as a minimum, coverage against loss or damage by fire, explosion, impact by vehicles, lightening, riot, vandalism and malicious acts.

18. **Insurance Policies**

Every insurance policy required under this Agreement shall:

- (a) be placed with insurers licensed in British Columbia;
- (b) endorsed to provide the Village with at least thirty (30) days advance notice in writing of any cancellation or material change;
- (c) contain a provision against cancellation or any material change that reduces or limits the insurance except on not less than 30 days prior written notice to the Village;
- (d) include a cross liability clause and waiver of subrogation in favour of the Village; and
- (e) not include any deductible amount greater than \$10,000 per occurrence.

A copy of each insurance policy, renewal notice and any modification to any policy shall be provided to the Village prior to the commencement of the Term and otherwise, during the Term, within 14 days of issuance.

19. **Builders Liens**

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 Lands and will comply at all times with the Builders Lien Act in respect of any improvements, work or construction undertaken on the Lands. 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.

20. **Indemnity**

- (a) 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:

- (i) 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);
 - (ii) 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;
 - (iii) personal injury or death or damage to any property, relating directly or indirectly to the Club's Purposes or the Club's use or occupation of the Premises or to any part thereof; or
 - (iv) the alteration, postponement, interruption, cancellation 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;
- (b) 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 gross negligence of the Village, in any way whatsoever be liable or responsible for:
- (i) 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;
 - (ii) any injury or death, howsoever caused, to any person while in or about the Premises; or
 - (iii) any special, incidental or consequential damages for loss of materials, goods or supplies, 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);
- (c) 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.

21. Access

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.

22. **Default, Remedies, Termination**

If and whenever:

- (a) the Club becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes 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;
- (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;
- (c) the Club neglects or fails to observe, perform or comply with each and every of its covenants or obligations under this Agreement and shall persist 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 but could be cured within thirty (30) days;
- (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:
 - (i) commence rectification as soon as reasonably possible within the said ten (10) day notice period and thereafter promptly and diligently and continually proceed to cure such neglect or failure;
 - (ii) in addition to and without prejudice to any other rights or remedies the Village may have hereunder or at law or equity (including, without limitation, injunctive relief), the Village may do all or any of the following, namely, enter upon the Premises, expel all occupants thereof utilizing such force as it may deem reasonably necessary for the purpose thereof, remove all property of the Club from the Premises and terminate this Agreement. The Club hereby releases the Village from all actions, proceedings, claims and demands whatsoever for or in respect of any action taken by the Village in the event of a default by the Club as aforesaid; and
 - (iii) 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.

24. Notices

Any notice which may be required to be given under this lease shall be in writing and shall be addressed

- (a) in the case of the Village, to the Chief Administrative Officer of the Village of Chase at the address set out in this Agreement; and
- (b) in the case of the Club, to the President of the Club at the address set out in this Agreement; or to such other address as either party may from time to time designate in writing.

25. Entire Agreement

This Agreement will constitute the entire agreement between the parties with respect to the subject matter of it and will not be modified, amended, or waived except by an instrument in writing duly executed and delivered by the parties or by their successors and permitted assigns.

26. Counterparts

This Agreement and all documents ancillary to this Agreement that require signature by more than one party may, unless indicated otherwise, be executed in as many counterparts as may be necessary or by electronic transmission, each of which shall together, for all purposes, constitute one and the same instrument, binding on the parties, and each of which shall together be deemed to be an original, notwithstanding that all of the parties are not signatory to the same counterpart or electronic transmission.

27. Governing Law

This Agreement will be construed in accordance with, and governed by, the laws of the province of British Columbia.

28. Severance

The Village and the Club agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words imparting such covenants and agreements were used in each separate provision of it. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they will be considered separate and severable from this Agreement and its remaining provisions will remain in force and be binding upon the parties as though the illegal or unenforceable provision or provisions had never been included.

29. **Time of the Essence**

Time is of the essence of this Agreement, except as specified otherwise in this Agreement.

30. **Enurement**

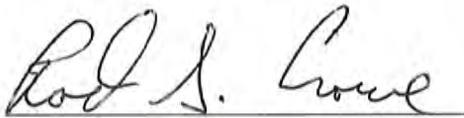
This Agreement will extend to, be binding upon, and enure to the benefit of the Village and the Club and their respective heirs, executors, administrators, successors, and permitted assigns.

31. **Survival**

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.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement:

VILLAGE OF CHASE



Mayor



Corporate Officer

CHASE AND DISTRICT LIONS COMMUNITY CLUB



Authorized Signatory



Authorized Signatory

SCHEDULE "A"





VILLAGE OF CHASE

Memorandum

Date: November 18, 2022
To: Mayor and Council
From: Corporate Officer
RE: Holiday Office Closure

ISSUE/PURPOSE

The purpose of this report is to obtain a resolution of Council for Municipal Hall closures during the 2022 Christmas holidays.

OPTIONS

1. Approve the Municipal Hall closure beginning noon Friday, December 23 2022, and re-opening Tuesday, January 3, 2022. The Staff Leave Policy ADM-01 would apply to any staff requesting leave other than statutory holidays during this period.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
18	19	20	21	22	23 - Partial	24
25	26 - STAT	27 - STAT	28 - Closed	29 - Closed	30 - Closed	31
Jan. 1	2 - STAT	3	4	5	6	7

2. Approve some other schedule for closing Municipal Hall over the Christmas period.

HISTORY/BACKGROUND

In some years, Municipal Hall was closed on only the statutory holidays or the customary days in lieu of Christmas and New Year's Day. In other years Municipal Hall was closed the entire week of Christmas. Neither type of closure scenario appears to have inconvenienced the public, as no complaints have been received in this regard.

In the past when the Village office remained open for the week of Christmas, public traffic attending the office is very light. In 2018, the office was closed for seven (7) straight days from noon Monday December 24, until Wednesday January 2. We did not receive any negative feedback from the public for this closure. And in 2019, there were only 1.5 non-statutory closure days due to a favourable arrangement of the calendar.

DISCUSSION

In accordance with Article 14(a) of the Collective Agreement, Staff are entitled to three Statutory Holidays during the Christmas holiday season (Christmas Day, Boxing Day and New Year's Day). During the upcoming Christmas period these three statutory vacation days fall on Monday December 26, Tuesday December 27 (both observed), and Monday, January 2 respectively.

If the Village office is closed and an employee does not have sufficient banked vacation time or does not wish to take the additional days off, they will be permitted to work in the office for these days and their supervisor will assign specific projects to the employee to be worked on during those days. The office would still be advertised as closed.

Given that the demands on municipal staff are lighter during the holiday season, Administration is confident that the closure of municipal operations will not significantly impact the residents of Chase. Additionally, most other local government and First Nation's offices are closed between Christmas and New Year's.

FINANCIAL IMPLICATIONS

There are no financial implications.

POLICY IMPLICATIONS

There is no policy on Christmas Municipal Hall closures. Regardless of which days Municipal Hall is closed during the holiday season, public notice of the holiday hours will be posted on the Village's website, Notice Board at the Village office and in the Chase Sunflower.

RECOMMENDATION

"THAT Council approve the closure of the Municipal Hall to the public effective noon, Friday, December 23, 2022 reopening Tuesday, January 3, 2023."

Respectfully submitted,

Approved for Council Consideration by CAO
