

## District of Coldstream

### Regular Council Meeting Minutes – November 13, 2012

- CALL TO ORDER: Mayor Garlick called the meeting to order at 6:00 pm
- PRESENT: Councillors Besso, Cochrane, Dirk, Enns, Kiss and McClean
- STAFF: M. Stamhuis, Chief Administrative Officer  
K. Austin, Corporate Officer  
M. Baker, Director of Engineering Services  
B. Bibby, Building Official  
M. Pethick, Operations Superintendent  
M. Reiley, Director of Development Services  
T. Seibel, Director of Financial Administration
- ALSO PRESENT: 1 member of the media  
21 people in the gallery

#### 1. APPROVAL OF AGENDA

Moved by Cochrane, seconded by Besso,

THAT the agenda for the Regular meeting of Council be approved as circulated.

No. REG2012-354                      **CARRIED**

#### 2. DELEGATIONS

##### 2.a. Priest Valley Drive Residents re: Snow Plowing

**Les Brant**, of 11308 Priest Valley Court requested that Council consider re-entering into a contract with the residents of Priest Valley Court to remove snow from their driveway. Mr. Brant suggested that there could be safety issues if the driveway was not plowed. He stated that he and the neighbours would like to work together with the District to come up with a solution to continue the snowplowing with wording in a contract that would indemnify the District against any liability that might arise on their property.

- 2.b. Application for a Homesite Severance Subdivision in the Agricultural Land Reserve of Lot 1, DL 55, ODYD, Plan KAP90732 / 6704 Palfrey Drive West

**Craig Broderick**, of 14194 Juniper Way and on behalf of the applicant, was in attendance to answer questions of Council. Mr. Broderick confirmed that the intention of the homesite severance was to create a lot in which the owners could build a house and remain on the property, while selling the larger lot to satisfy their creditors.

- 2.c. Applications for Proposed Text Amendments to the Official Community Plan and Zoning Bylaws and Re-designation and Rezoning of 9104 Mackie Drive

**Rob Borden**, of 9104 Mackie Drive, was in attendance to answer questions of Council. Councillor Kiss inquired as to when a congregate care facility would be built. Mr. Borden explained that they had recently lost a bid with the Interior Health Authority to the Village of Lumby to build such a facility; however, Coldstream Meadows would continue to bid on future opportunities as they were very interested in providing a congregate care facility.

### **3. PUBLIC OPPORTUNITY TO ADDRESS COUNCIL**

- 3.a. Viewscapes in Established Neighbourhoods – Follow-up Report

**Tony Stothers Dawson**, of 12310 Sunflower Place, requested that Council enact a bylaw that would limit building heights in order to protect views. He also suggested that a bylaw should include a notification process to the affected adjacent and nearby property owners whose views could be impacted by construction or renovation. Mr. Stothers Dawson suggested that such a bylaw would reduce neighbourhood tensions and foster friendly relations. He stated that he could not understand why Council appeared to be reluctant to direct staff to change the bylaw.

**Karen Stothers Dawson**, of 12310 Sunflower Place, inquired as to whether Council received an email from Ms. Cox, supporting the request for a bylaw to protect viewscapes. Council confirmed that they had received the correspondence from Ms. Cox.

**Ken Caverly**, of 8476 Buchanan Road, advised Council that he had earlier supported the protection of viewscapes; however, after reading the staff report, he felt he could no longer support restrictions on building heights and tree heights in established neighbourhoods as it would create a cost burden to all tax payers without benefiting all taxpayers equally. He suggested that Council could consider restrictions for new subdivisions.

3.b. Applications for Proposed Text Amendments to the Official Community Plan and Zoning Bylaws and Re-designation and Rezoning of 9104 Mackie Drive

**Dave Salmon**, of 1002 Mackie Drive, inquired as to whether the proposed facility would offer extended care and was it possible to have a facility offering un-licensed care? The Director of Development Services advised Council that there were several different models of care facilities, licensed and unlicensed, that could be considered.

Mayor Garlick suggested that Mr. Salmon should meet with the District's Director of Development Services to have his specific questions answered.

**Shirley Henry**, of 900 Mackie Drive, also had several questions regarding the proposed changes to the zoning of the Coldstream Meadows property. She noted she had concerns regarding the singular access to and from the property, the walking path for seniors, the Interior Health Authority's provision of services, and the lack of buffering and landscape screening that was to have been provided by Coldstream Meadows.

Mayor Garlick suggested that a meeting could be set up between and the adjacent neighbours to discuss their concerns and questions.

4. MINUTES

Moved by Kiss, seconded by Dirk,

THAT the Council Minutes dated October 22, 2012 be adopted as circulated.

No. REG2012-355                      **CARRIED**

Moved by Dirk, seconded by Cochrane,

THAT the unadopted Committee of the Whole Minutes dated November 5, 2012 be received for information.

No. REG2012-356                      **CARRIED**

**5. REPORTS OF THE CHIEF ADMINISTRATIVE OFFICER**

5.a. Viewscapes in Established Neighbourhoods – Follow-up Report

- Report from the Director of Development Services dated November 5, 2012

Moved by McClean, seconded by Enns,

THAT Council support Option 1 – “Stay with Existing Regulations of the Zoning Bylaw” regarding viewscapes in established neighbourhoods as recommended by the former Director of Development Services in his report dated May 2, 2012.

No. REG2012-357

**CARRIED**

**Besso opposed**

Moved by Besso, seconded by Dirk,

THAT, pursuant to s. 142 of the *Community Charter*, the Mayor be requested to strike a select committee to consider restricting building heights in established neighbourhoods, i.e lower Middleton Mountain, Priest Valley, Kidston, Long Lake Estates, Kalview.

AND THAT the Mayor appoint members of Council and advertise for members of the public at large, to participate on the select committee.

No. REG2012-358

**MOTION DEFEATED**

**Cochrane, Dirk, Garlick and McClean Opposed**

5.b. Application for a Homesite Severance Subdivision in the Agricultural Land Reserve of Lot 1, DL 55, ODYD, Plan KAP90732 / 6704 Palfrey Drive West

- Report from the Planning Technician dated November 2, 2012

Moved by Besso, seconded by Cochrane,

THAT Council forward Homesite Severance Application No. 12-015-ALR (Pan-O-Ramic Farms) to the Provincial Agricultural Land Commission for their adjudication;

AND THAT Council recommend to the Provincial Agricultural Land Commission that the proposed homesite size be reduced from 1.16 ha (2.87 ac) to 0.4 ha (1.0 ac) and the location moved to surround the Existing House #6710 located at the north boundary of the subject property, as outlined in Option 3 of the report from the Planning Technician, dated November 2, 2012, regarding Homesite Severance Application No. 12-015-ALR.

Before the question was called it was:

Moved by Dirk, seconded by Kiss,

THAT the main motion be amended by adding the following paragraph at the end of the main motion:

*AND FURTHER THAT a restrictive covenant be registered prohibiting the sale of the homesite for a period of five years and that the covenant be registered in priority to any financial charges.*

No. REG2012-359

**AMENDMENT CARRIED**

No. REG2012-360

**MAIN MOTION AS AMENDED CARRIED**

The motion as amended read:

*THAT Council forward Homesite Severance Application No. 12-015-ALR (Pan-O-Ramic Farms) to the Provincial Agricultural Land Commission for their adjudication;*

*AND THAT Council recommend to the Provincial Agricultural Land Commission that the proposed homesite size be reduced from 1.16 ha (2.87 ac) to 0.4 ha (1.0 ac) and the location moved to surround the Existing House #6710 located at the north boundary of the subject property, as outlined in Option 3 of the report from the Planning Technician, dated November 2, 2012, regarding Homesite Severance Application No. 12-015-ALR;*

*AND FURTHER THAT a restrictive covenant be registered prohibiting the sale of the homesite for a period of five years and that the covenant be registered in priority to any financial charges.*

Moved by Kiss, seconded by McClean,

THAT staff be directed to investigate what sewer connections were installed on the property located at 6704 Palfrey Drive and advise Council.

No. REG2012-261

**CARRIED**

5.c. Applications for Proposed Text Amendments to the Official Community Plan and Zoning Bylaws and Re-designation and Rezoning of 9104 Mackie Drive

- Report from the Planning Technician dated November 5, 2012

Moved by Besso, seconded by Enns,

THAT Council authorize staff to prepare Zoning and Official Community Plan amendment bylaws, to be presented at a future meeting of Council to accomplish the following:

1. Designate all of the subject properties as “Senior Residential” and “Seniors Residential Development Permit Area” in the Official Community Plan (i.e. REM Lot A, Plan 19127; Lots 1 & 3, Plan KAP83013; and, Strata Plan KAS3208), with the exception of the “Proposed Park”, as shown on “Sketch Plan of Proposed OCP Designation Seniors Residential and Development Permit Area Boundaries”;
2. Re-designate the “Proposed Park” from Agricultural to Parkland, as shown on “Sketch Plan Showing Proposed Park Dedication in Lot A, Plan 19127, DL 57, ODYD (Except Plan KAP83013)”;
3. Remove Sections 4.8.11.3 and 4.8.11.4, under Seniors Residential, from the Official Community Plan;
4. Rezone REM Lot A, DL 57, ODYD, Plan 19127 (Except Plan KAP83013) from Rural Two (RU.2) to Residential Comprehensive Development Two (R.C.D.2), with the exception of the “Proposed Park”, as shown on “Sketch Plan of Existing and Proposed Zoning Boundaries on Lot A, Plan 19127, DL 57, ODYD (Except Plan KAP83013)”;
5. Rezone the “Proposed Park” from RU.2 to Parks and Open Space (P.1), as shown on “Sketch Plan of Existing and Proposed Zoning Boundaries on Lot A, Plan 19127, KD 57, ODYD (Except Plan KAP83013)”;
6. Amend the text of the R.C.D.2 Zone to: clear up any ambiguities and make it consistent with the layout wording of the rest of the Zoning bylaw; define specific siting regulations for permitted uses (e.g. location, lot area, lot coverage, density, agricultural buffers).

Before the question was called it was:

Moved by Kiss, seconded by Dirk,

THAT the matter regarding the Applications for Proposed Text Amendments to the Official Community Plan and Zoning Bylaws and Re-designation and Rezoning of 9104 Mackie Drive, be postponed until such time that a meeting with adjacent property owners could be held.

No. REG2012-262

CARRIED

5.d. Regulating Tree Heights in Established Neighbourhoods – Follow-up Report

- Report from the Building Official and the Director of Development Services dated November 5, 2012
- Petition submitted by Fridrik Tibor to the District on October 31, 2012
- Email from Barbara Angel dated October 22, 2012
- Email from Barry and Edie Pielak dated October 29, 2012
- Email from Shirley Pretty dated November 3, 2012

Moved by Cochrane, seconded by McClean,

THAT the report from the Building Official and the Director of Development Services, dated November 5, 2012, regarding Regulating Tree Heights in Established Neighbourhoods – Follow-up Report, be received;

AND THAT staff be directed to continue to advise property owners to negotiate agreements between parties without the District's involvement.

Before the question was called it was:

Moved by Besso and seconded by Dirk,

THAT the main motion be amended by adding the following paragraph to the end of the motion as follows:

*AND FURTHER THAT staff be directed to prepare a flyer, to be made available on the District's website and in the Building Department, which would contain, generally, the information regarding building schemes including that was presented in the November 5, 2012 report from the Building Official and Director of Development Services, entitled "Regulating Tree Heights in Established Neighbourhoods – Follow-up Report", including how to determine if your property, or your neighbour's property, has a building scheme and what steps can be taken to enforce building schemes.*

No. REG2012-263

AMENDMENT CARRIED

No. REG2012-264

MAIN MOTION AS AMENDED CARRIED

The motion as amended read:

*THAT the report from the Building Official and the Director of Development Services, dated November 5, 2012, regarding Regulating Tree Heights in Established Neighbourhoods – Follow-up Report, be received;*

*AND THAT staff be directed to continue to advise property owners to negotiate agreements between parties without the District's involvement;*

*AND FURTHER THAT staff be directed to prepare a flyer, to be made available on the District's website and in the Building Department, which would contain, generally, the information regarding building schemes including that was presented in the November 5, 2012 report from the Building Official and Director of Development Services, entitled "Regulating Tree Heights in Established Neighbourhoods – Follow-up Report", including how to determine if your property, or your neighbour's property, has a building scheme and what steps can be taken to enforce building schemes.*

5.e. Building Inspector's Report for the Month of October, 2012

- Report from the Building Official dated November 1, 2012

Moved by Cochrane, seconded by McClean,

THAT the report from the Building Official, dated November 1, 2012, regarding Building Inspector's Report for the Month of October, 2012, be received for information.

**No. REG2012-265                      CARRIED**

5.f. Special Burning Permit Request – 176 Mt. Fosthall Drive

- Report from the Building Official dated November 5, 2012

Moved by McClean, seconded by Kiss,

THAT Council approve a Special Burning Permit for the property located at 176 Mt. Fosthall Drive to be valid until November 17, 2012.

**No. REG2012-266                      CARRIED**

5.g. Financial Update – 3<sup>rd</sup> Quarter 2012

- Report from the Director of Finance dated October 19, 2012

Moved by Kiss, seconded by Cochrane,

THAT the report from the Director of Finance, dated October 19, 2012, regarding Financial Update – 3<sup>rd</sup> Quarter 2012, be received for information.

**No. REG2012-267                      CARRIED**



5.h. Office Closure over Christmas

- Report from the Director of Financial Administration and the Operations Superintendent dated October 29, 2012

Moved by Kiss, seconded by Besso,

THAT the District office and works yard be closed December 24, 27, 28 and 31, 2012 during the Christmas Break.

Before the question was called it was:

Moved by Dirk, seconded by Cochrane,

THAT the motion be amended by adding a second paragraph to the main motion as follows:

*AND THAT the Public Works Yard will be required to remain open during the 2013 Christmas Break.*

**No. REG2012-268**

**AMENDMENT CARRIED  
Besso and Kiss Opposed**

**No. REG2012-269**

**MAIN MOTION AS AMENDED CARRIED  
Besso and Kiss Opposed**

The motion as amended read:

*THAT the District office and works yard be closed December 24, 27, 28 and 31, 2012 during the Christmas Break;*

*AND THAT the Public Works Yard will be required to remain open during the 2013 Christmas Break.*

5.i. Roof Repairs – Old Mechanic Shop and Building Department

- Report from the Operations Superintendent dated November 2, 2012

Moved by Kiss, seconded by Cochrane,

THAT staff be directed to repair the Old Mechanic Shop and Building Department roofs;

AND THAT staff be directed to select the lowest quotation, not to exceed \$13,260.82;

AND FURTHER THAT the required funding be allocated from the Statutory Building Reserve Fund.

**No. REG2012-270**

**CARRIED**

6. **UNFINISHED BUSINESS**

Nil.

7. **CORRESPONDENCE**

7.a. **Residential Concerns Regarding Priest Valley Court Road Maintenance Contract**

- Presentation from Byron Gardener dated November 13, 2012

Moved by Kiss, seconded by Besso,

THAT the District enters into a maintenance contract with the property owners on Priest Valley Court to provide snow removal from their shared driveway.

No. REG2012-271

**MOTION DEFEATED**

**Besso, Cochrane, Dirk, Enns, Garlick, McClean opposed**

Moved by Besso, seconded by Kiss,

THAT staff be directed to investigate and report back to Council, the possibility of creating a road dedication or local improvement area in order to provide snow clearing maintenance for the shared driveway on Priest Valley Court.

No. REG2012-272

**MOTION DEFEATED**

**Cochrane, Dirk, Enns, Garlick and McClean opposed**

7.b. **3<sup>rd</sup> Quarter 2012 RCMP Report**

- Report from the RCMP Superintendent dated October 15, 2012

Moved by Dirk, seconded by McClean,

THAT the report from the RCMP Superintendent, dated October 15, 2012, regarding 3<sup>rd</sup> Quarter 2012 RCMP Report, be received for information.

No. REG2012-273

**CARRIED**

Moved by Dirk, seconded by McClean,

THAT the following correspondence be received for information:

- 7.c. Persons with Disabilities Benefit
- Letter from Port Alberni to the Premier of British Columbia dated October 24, 2012
- 7.d. Regional District of North Okanagan Communications Plan Regarding the Proposed Track Facility at Okanagan College
- Letter from Frank Teaporten to the Vernon Morning Star Newspaper dated October 21, 2012

**No. REG2012-274                      CARRIED**

**8.        REPORTS OF COMMITTEES AND COMMISSIONS**

8.a.     Committee of the Whole Recommendations:

Moved by Enns, seconded by Kiss,

- 8.a.1    THAT staff be directed to send a letter to Coldstream Ranch, advising that parking of transport trucks on the property at the southeast corner of the Kalamalka Road and Highway 6 intersection, legally described as Lot A, Plan 29697, is not a permitted use in the Rural Two (RU.2) Zone and that the appropriate process to legitimize such use is through the Ranch making application for a temporary use permit.

**No. REG2012-275                      CARRIED**  
**Besso, Cochrane, McClean opposed**

No action was taken regarding the following recommendation:

- 8.a.2    *THAT staff be directed to bring forward a report to a future Committee of the Whole Meeting regarding the ramifications of amending the Municipal Ticket Information Utilization Bylaw.*

Moved by Cochrane, seconded by Kiss,

8.a.3    THAT the following Personnel Policies be deleted:

- PD004: Hiring of Temporary Employees
- PD019: Hours of Work and Overtime Policies
- PD020: Scent-Free Working Environment
- PD022: Photo Identification Card Release

**No. REG2012-276                      CARRIED**

Moved by Cochrane, seconded by McClean,

8.a.4 THAT the following Fire Policies be deleted:

FD009: Responding to Grass Fires

FD011: Long Service Awards – Volunteer Firefighters

**No. REG2012-277 CARRIED**

Moved by Enns, seconded by McClean,

8.a.5 THAT staff be directed to prepare a bylaw to create a mixed use zone for the property located at Lot 1, Section 22, Township 9, ODYD Plan KAP54491.

**No. REG2012-278 CARRIED**

Moved by Kiss, seconded by Dirk

8.a.6 THAT, pursuant to s. 142 of the *Community Charter*, the Mayor be requested to strike a select committee to consider the Advisory Planning Commission referral process;

AND THAT that the Mayor and Councillors Cochrane and Enns be appointed to the select committee;

AND FURTHER THAT Councillor Besso be appointed to the select committee as an alternate member.

**No. REG2012-279 CARRIED**

Moved by Besso, seconded by Cochrane,

8.a.7 THAT Councillor Besso's discussion paper dated October 20, 2012, entitled, "Proposed Discussion Paper on a grant Policy for Greater Vernon Advisory Committee – North Okanagan Arts, Culture and Youth Function" be forwarded to the Regional District of North Okanagan for consideration in the Parks, Recreation and Culture Service Review;

AND THAT the Greater Vernon Advisory Committee be requested to make information available to the District of Coldstream regarding all the users and rental fees charged for parks and recreation facilities in 2011.

**No. REG2012-280 CARRIED**

It was agreed that Mayor Garlick would share any information received from the Greater Vernon Advisory Committee with the other partners to the service.

- 8.b. Finance Committee  
Next meeting scheduled for November 19, 2012 at 6:00 pm.
- 8.c. Fire Department Liaison Committee (Cochrane, Dirk, Enns, Garlick, McClean)  
No report.
- 8.d. Mechanic Shop Committee (Besso, Enns, Garlick, McClean)  
Staff would be organizing site tours for Council in the near future.
- 8.e. Operational Review Committee (Besso, Enns, Garlick)  
No report.
- 8.f. Regional District of North Okanagan (Dirk/Garlick)  
Councillor Dirk reported that, at the recent meeting of the Regional District of North Okanagan Board, the Board considered a draft "Utility Acquisition Policy" and discussed Electoral Areas business.
- 8.g. Greater Vernon Advisory Committee (Garlick/Kiss)  
Councillor Kiss reported that at the recent Greater Vernon Advisory Committee meeting, the Committee received three delegations: Gallery Vertigo, the Vernon Museum, and the Vernon Art Gallery. Gallery Vertigo made a request for funding. The Museum and Art Gallery expressed interest in being included in borrowing referendums to build new facilities.  
  
The Committee also considered a letter from the BX/Swan Lake Community Association requesting that the Committee purchase BX Ranch for future parkland. Staff were directed to include the request in a report with other similar parkland purchase requests.
- 8.h. Greater Vernon Chamber of Commerce (Cochrane)  
Councillor Cochrane advised the Chamber of Commerce had elected their new executive for 2013 and that their next meeting was scheduled for November 29, 2012.
- 8.i. Okanagan Regional Library (Besso/Cochrane)  
Councillor Besso reported that the next Okanagan Regional Library Board meeting was scheduled for November 14, 2012.

#### **Other Reports of Council**

- 8.j. Mayor Garlick reported that he had attended the Emergency Services Policy Board meeting where it was agreed that emergency operations centre, located in the Telus Building in Vernon, would be used for all emergencies deemed level two or higher.

8.k. Councillor Besso reported that she had attended the following meetings and events:

- October 25 – launch of the “Future Bus” at Okanagan College
- October 31 – the “Future Bus” at the Coldstream Women’s Institute Hall
- November 2 – “Tourism Day” at Sparkling Hills Resort
- November 8 – Okanagan Basin Water Board meeting
- November 11 – Lavington Remembrance Day Ceremony

8.l. Councillor Kiss reported that he had attended the Okanagan Basin Water Board meeting in Kelowna on November 8.

9. **BYLAWS**

9.a. District of Coldstream Intermunicipal Fire  
Training Centre Services Bylaw No. 1620, 2012

- Report from the Corporate Officer dated November 5, 2012
- Bylaw No. 1620, 2012, a bylaw to establish an Intermunicipal Service in relation to the Fire Training Centre Services

Moved by Dirk, seconded by Cochrane,

THAT the second and third readings of “District of Coldstream Intermunicipal Fire Training Centre Services Bylaw No. 1620, 2012” be rescinded;

AND THAT “District of Coldstream Intermunicipal Fire Training Centre Services Bylaw No. 1620, 2012”, as amended, be read a second and third time by title only.

No. REG2012-281                      **CARRIED**

9.b. District of Coldstream Financial Plan Bylaw No. 1606, 2012,  
Amendment Bylaw No. 1622, Amendment No. 1

- Report from the Director of Financial Administration dated October 24, 2012
- Bylaw No. 1622, a bylaw to replace Schedules A & B of Bylaw No. 1606 in their entirety

Moved by Besso, seconded by Kiss,

THAT “District of Coldstream Financial Plan Bylaw No. 1606, 2012, Amendment Bylaw No. 1622, Amendment No. 1” be read a first, second and third time by title only.

No. REG2012-282                      **CARRIED**

10. **NEW BUSINESS**

Nil.

**11. RESOLUTION TO ADJOURN TO IN-CAMERA**

Moved by Kiss, seconded by Cochrane,

THAT Council adjourn to an In-Camera meeting to discuss issues related to the following paragraph under Section 90(1) of the *Community Charter*:

- (i) receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

AND an issue related to the following paragraph under Section 90(2) of the *Community Charter*:

- (b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between and provincial government or federal government or both and a third party.

The Regular meeting of Council recessed at 9:42 pm and reconvened at 10:02 pm. Councillor Dirk left following the Regular meeting of Council at 9:42 pm.

**12. BUSINESS ARISING FROM THE IN-CAMERA MEETING**

**12.a. BC Transit Annual Operating Agreement**

The following resolution was removed from In-Camera discussion:

*“THAT Council authorize the Mayor and the Chief Administrative Officer to execute the 2012/2013 Annual Operating Agreement (AOA) Amendment No. 1.”*

**13. ADJOURNMENT**

Moved by Cochrane, seconded by Kiss,

THAT the Regular meeting of Council held November 13, 2012, be adjourned.

**No. REG2012-283                      CARRIED**

The Regular meeting of Council adjourned at 10:03 pm.

**CERTIFIED CORRECT**

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Keri-Ann Austin, Corporate Officer

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Jim Garlick, Mayor

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## DISTRICT OF COLDSTREAM REPORT

- Regular  
 In-Camera  
 CoW  
 CoW In-Camera

**TO** Mayor and Council or Name of Committee

**FILE NO.** 4500

**FROM** Bob Bibby  
Building Official

**DATE** October 22, 2012

**SUBJECT** Spreading of Biosolids on Coldstream Ranch

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**1. Purpose**

To provide information to Council regarding the spreading of biosolids on Coldstream Ranch property.

**2. Origin**

At the April 23, 2012 regular meeting, Council passed the following resolution:

*Request for Information from Coldstream Ranch*

*THAT staff be directed to contact Coldstream Ranch and inquire as to composition of the biosolids being spread on Ranch fields;*

*AND THAT staff be directed to prepare a report for Council's information regarding the regulations for the spreading of biosolids on agricultural land.*

**3. Background/Discussion**

At the May 14, 2012 regular meeting, Council passed the following resolution:

*Coldstream Ranch Spreading of Biosolids*

- *Report from the Building Official Dated May 4, 2012*

*Moved by Besso, seconded by Kiss,*

*THAT staff be directed to invite representatives from Sun-Rype Products Ltd. and the Interior Health Authority to a future meeting of Council to provide information regarding the spreading of biosolids products on Coldstream Ranch property.*

*Before the question was called it was:*

*Moved by McClean, seconded by Cochrane,*

*THAT staff be directed to contact Sun-Rype Products Ltd. via the telephone number provided on the signage located at Coldstream Ranch and request, on behalf of Council, information regarding the spreading of biosolids on Coldstream Ranch property.*

At Council's request, I have been in contact with Sun-Rype, who directed me to Rob Kupchanko, P.Ag Senior Environmentalist of Summit Environmental Consultants Inc.

Summit Environmental Consultants Inc. has been hired by Sun-Rype to attain a permit from the Ministry of Environment (MOE) to discharge Brant's Creek Trade Waste Treatment Plant (BCTTP) Biosolids and Sun-Rype's Plant Waste Juice on the Coldstream Ranch.

He has been hired by Sun-Rype to attain a Land Application Plan (LAP) prepared in accordance with, and fulfilling the requirements of the Organic Matter Recycling Regulation (OMRR). Summit provides project management, field and technical support throughout the duration of the plan, which is designed to be implemented between 2012 and 2014.

I asked Rob to explain why wording on the mandatory signage was so restrictive stating:

*“livestock must not be grazed on the site for 60 days after sludge application” and “food for human consumption cannot be produced for 18 months on the site if harvested parts are above ground and for 38 months if harvested parts are below ground”.*

The following is Rob's email response.

*“Sludge and Waste Juice Characteristics (Summit, 2012):*

*The sludge is generated following treatment of the waste stream from the Sun-Rype and Andrew Peller facilities in the BCTTP. The waste stream consists of wash water and other liquid wastes generated on site from the processing of organic materials at Sun-Rype and Andrew Peller (primarily fruit and vegetables but may also include grains and other organic materials). **The waste stream does not include domestic sewage** which enters the City of Kelowna's sewer system directly. The second waste stream, waste juice, is the result of carton breakage or spoilage at the Sun-Rype plant. This residual is stored on-site and removed for land application periodically.*

*The sludge and waste juice **are mainly organic in nature**. The sludge meets OMRR Class B fecal coliform standards and Class A trace element standards. The waste juice meets OMRR Class A standards for pathogens and trace elements.*

*Signage:*

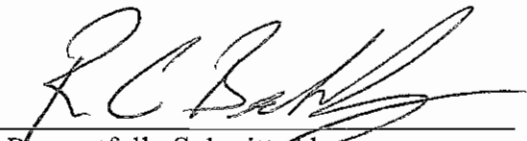
*Fecal coliforms are the main distinguishing factor with respect to signage requirements under OMRR. I spoke with Mike Reiner about this and he advises against changing of the wording. According to MOE, OMRR as a precaution assumes all sludge's with a high fecal load are the result of contamination with human wastes, which means that this material is to be handled more restrictively than manure hence the signage. The observed high fecal load was found in one of seven samples, which came from the treatment Plant and not from sewage. Unfortunately these anomaly exceedences happen from time to time, and the term "Biosolids" becomes misinterpreted, despite unrelated and low risk wastes like Sun-Rype's fruit processing waste from their treatment plant."*

**4. Conclusion**

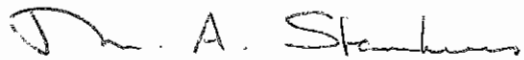
In summary the ranch has met all provincial regulations and the fruit processing waste from Sun Rype is of low risk to the environment.

**5. Recommendation**

THAT the report "Spreading of Biosolids on Coldstream Ranch" be received for information.



Respectfully Submitted by:  
Bob Bibby. AScT, C.R.B.O.  
Building Official



Reviewed by: Michael A. Stamhuis  
Chief Administrative Officer

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## DISTRICT OF COLDSTREAM REPORT

- Regular
- In-Camera
- CoW
- CoW In-Camera

**TO** Mayor and Council or Name of Committee

**FILE NO.** 5225

**FROM** Bob Bibby  
Building Official

**DATE** October 24, 2012

**SUBJECT** Water Licence Application to Divert Water from Kalamalka Lake into Kalavista Lagoon.

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**1. Purpose**

To request Council direction regarding abandoning Water Licence Application to divert water from Kalamalka Lake into Kalavista lagoon.

**2. Origin**

In 2009 the District applied to the Ministry of Environment, Water Stewardship Division, for a licence to divert water from Kalamalka Lake into the Kalavista Lagoon.

**3. Background/Discussion**

At the time of the application, Council was considering options to improve the Lagoon. Upon further study, it was decided that the monitoring required as a condition of the new application was cost prohibitive (\$17,000 for the first year - \$2,500 or more annually for ongoing monitoring) and at that time Council decided to not pursue the project. This did not include the capital cost of the pump and diversion. In addition, the licence would be amended or cancelled if monitoring results revealed any elevated risk to water quality. The application has been on hold since 2009.

The following email from Interior Health identifies their concern with the Lagoon discharge being within the drinking water intake protection zone. The cost of monitoring may even be higher in order to address Interior Health's concerns.

*Hi Bob,*

*It has been suggested that I re-iterate the recommendations that I provided (in writing) on Kalavista Lagoon. A draft source assessment for the North Kalamalka Lake Drinking Water Intake is nearing completion. This report identifies a large portion of the North Arm of Kalamalka Lake as an intake protection zone, where the preservation of water quality and the implementation of risk management actions to improve drinking water are emphasized. With this in mind, I recommend that the potential discharge of water from this lagoon first be evaluated by a professional and Technical Advisory Committee (water purveyor, planner, water professional, MOE, etc) to determine whether there are potential negative impacts and appropriate solutions, which may include conditions on discharge or direct discharge not recommended?*

*Please let me know if you have any further questions.*

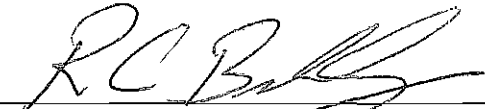
*Bryn Lord, BSc., BTech., CPHI(C)  
Water Quality Specialist  
Interior Health - Kelowna Health Center*

**4. Conclusion**

Patrick Little, M.Sc., Water Stewardship Officer, Ministry of Forests, Lands and Natural Resource Operations, has requested that the District formalize the abandonment of the application by way of signing and submitting the attached Notice of Abandonment of an Application for a Water Licence. It should be noted that this abandonment would not preclude the District from resubmission in the future. Any new application would be reviewed at the time and new or different conditions could be imposed.

**5. Recommendation**

THAT Council support the abandonment of the Application for a Water Licence 123597 and direct Staff to complete and return the attached Notice of Abandonment of an Application for a Water Licence



---

Respectfully Submitted by:  
Bob Bibby, AScT, C.R.B.O.  
Building Official



---

Reviewed by: Michael A. Stamhuis  
Chief Administrative Officer



**Notice of Abandonment of an Application for  
a Water Licence**

File: 8002777

Date:

Attention: Patrick Little  
Water Stewardship Division  
Ministry of Forests, Lands and Natural Resource Operations  
102 Industrial Place  
Penticton, BC  
V2A 7C8

Dear Sir:

Re: Water Application on Kalamalka Lake

The District of Coldstream is the owner of the Kalavista Lagoon Park Land.

I notify you of my abandonment of the said water application insofar as it pertains to the above property.

Yours truly,

---

Signature

---

Name

District of Coldstream  
9901 Kalamalka Road  
Coldstream, BC  
V1B 1LC

---

Phone Number (include Area Code)

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# DISTRICT OF COLDSTREAM REPORT

- Regular
- In-Camera
- CoW
- CoW In-Camera

**TO** Mayor and Council

**FILE NO.** 4500-01

**FROM** Bob Bibby, RBO  
Building Official

**DATE** November 13, 2012

**SUBJECT** Rosebush Gravel Pit Reclamation

## 1. Purpose

To advise council of the current status of the gravel pit reclamation progress and provide copies of Land Use Balance reports dated November 8, 2012, from Summit Environmental Consultants to the Agricultural Land Commission regarding Resolution #421/2009.

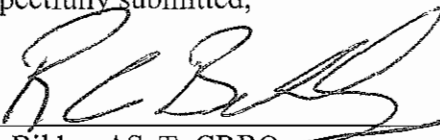
## 2. Background/Discussion

Agricultural Land Commission, as a condition of their July 30, 2009 Resolution #421/2009 under Application #T-38998, required updates on the Land Use Balance. Summit Environmental Consultants Ltd. have provided their progress report (attached) which was prepared on behalf of Coldstream Ranch.

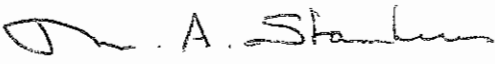
## 3. Recommendation

THAT the report from the Building Official dated November 13, 2012, regarding Rosebush Gravel Pit Reclamation, be received for information.

Respectfully submitted,

  
Bob Bibby, AScT, CRBO  
Building Official

Reviewed by

  
Michael Stamhuis  
Chief Administrative Officer

attachments:

November 8, 2012 Report from Summit Environmental

November 8, 2012

File: 2009-8120.000

Agricultural Land Commission  
#133 - 4940 Canada Way  
Burnaby, B.C.  
V5G 4K6

via email: [ron.wallace@gov.bc.ca](mailto:ron.wallace@gov.bc.ca)

Attention: Mr. Ron Wallace, Land Use Planning Officer

**Re: FINAL REPORT: Application #T-38998, Resolution #421/2009 - Coldstream Ranch (2002)  
Ltd. Land Use Balance Report (October 29, 2012) - Rosebush Gravel Pit Reclamation.**

#### ***Introduction and Background***

Coldstream Ranch (2002) Ltd. ("CRL or Coldstream Ranch") is under Application #T-38998, and has retained Summit Environmental Consultants Inc. ("Summit") to complete quarterly land use balance reports to monitor gravel pit mining and reclamation works at the above-note site ("the gravel pit"). Summit has prepared this report, on behalf of CRL, which updates the Land Use Balance (i.e. updating reclamation and extraction activities) at the Rosebush Gravel Pit since the time of our last report, dated June 28, 2012.

The report is based on a field inspection completed by Rob Kupchanko, P.Ag., and Katarina Glavas, P.Ag., on October 29, 2012. Mr. Kupchanko and Ms. Glavas were accompanied by Mr. Mike Pethick, Operations Superintendent with the District of Coldstream and by Ted Osborn, Projects Manager with Coldstream Ranch. The field inspection involved walking or driving the boundaries of presently mined, soil stripped and reclaimed areas (90% to 100% reclaimed) of the pit using a Garmin GPS 62s with accuracy ranging from 3–5 m. The air temperature was 11°C and the sky was overcast and it was raining lightly.

#### ***Results***

Our updated (October 29, 2012) Land Use Balance spreadsheet and updated map (Map 1) is attached to this report.

We have calculated newly reclaimed (90-100% and 100%) areas as well as the reduced mined areas in the lots outlined below and compared those areas to the June 28, 2012 Land Use Balance spreadsheet.

Reclamation since June 28, 2012 includes:

- **Lot 205:** 1.09 ac (0.44 ha) 90-100% reclaimed and 1.42 ac (0.57 ha) 100% reclaimed, leaving 2.64 ac (1.07 ha) left for reclamation;
- **Lot 206:** 0.19 ac (0.08 ha) 90-100% reclaimed and 0.04 ac (0.02 ha) 100% reclaimed;
- **Lot 212:** 0.05 ac (0.02 ha) 90-100% reclaimed, leaving 1.80 ac (0.73 ha) for reclamation;

Nov 8, 2012  
Wallace, R.  
Agricultural Land Commission  
- 2 -

- **Vimy Road Right-of-Way (ROW):** 0.23 ac (0.09 ha) 90-100% reclaimed, leaving 0.92 ac (0.37 ha) for reclamation; and,
- No reclamation has taken place in all remaining lots.

In summary, based on the October 29, 2012 Land Use Balance, about 1.54 ac (0.62 ha) has been 90-100% reclaimed, and 1.46 ac (0.59 ha) has been 100% reclaimed since last inspected in June 28, 2012. Lots that have had recent reclamation works include Lots 205, 206, 212, and the Vimy Road ROW. Refer to Map 1, attached for illustration of the reclamation progress for all lots, and the ROW.

New mining has taken place with soil stripping and gravel extraction in Lot 203 (3.02 ac) as part of the Phase II Gravel Extraction Plan (Map 1). Soil stripping has taken place along the Easement (0.10 ac), Vimy Road ROW (0.31 ac), and Lot 197 (0.14 ac) to facilitate Phase III Gravel Extraction that was recently approved by the Agricultural Land Commission (ALC File 52727). Topsoil and subsoil from these locations are being placed in temporary stockpiles along Lots 194, 195, 197, 202, 203 and 205.

#### ***Summary and Conclusions***

Approximately 3.00 acres (1.21 hectares) of land has been successfully reclaimed (90-100% and 100%) since June 28, 2012, mainly within Lot 205, 206, 212 and the Vimy Road ROW. Approximately 3.57 ac (1.44 ha) of new mining and soil stripping has occurred since June 2012, primarily as part of the Phase III Extraction Plan that was approved in fall 2012.

#### ***Rehabilitation Plan Update for Rosebush Pit Area***

The CRL contractor continues to haul in loads of fill (e.g., pit run, mixed sand, gravel, and clay) to the east and west boundary of the mined area at the Rosebush Pit (Map 1). Pit filling is progressing. Our next report will provide another tabular update of this progress.

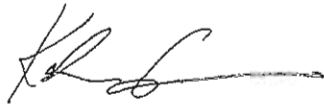
An update of the current areal extents of rehabilitation areas (90-100% achieved) and planned reclamation areas are outlined in the attached Land Use Balance table, summarizing reclamation activities and extraction activities that have occurred since the last progress report, dated July 28, 2012.



Nov 8, 2012  
Wallace, R.  
Agricultural Land Commission  
- 3 -

We trust this report meets your needs for this 2012 quarterly reporting period. Please call if you have any questions.

Yours truly,



Katarina Glavas, P.Ag.  
Soil Scientist

*Attachments:* Land Balance Spreadsheet – October 29, 2012  
Map 1 – Current Mined & Reclamation Areas, as of October 29, 2012

cc: Mr. Ted Osborn, P.Ag. Coldstream Ranch (2002) Ltd.  
Mr. Bob Bibby, Bylaw Enforcement Officer – District of Coldstream



Rosebush Land Improvement Project  
Land Use Balance

Date: as of October 29, 2012

Lot #	Reclaimed areas (1)		Current mined areas (2)	Target Dates (3)		Cultivated	Natural State	Total Area	Total area included in current Permit Area	Total area not included in current Permit Area (4)
	80-100%	100%		Reclamation	Future Mining					
	Acres (Ac)	Ac								
194			0.08	2014-2016	2012-2016 (4ac.)	3.69	1.54	5.31		5.31
195			0.34	"	2012-2016 (7ac.)	8.87		9.21		9.21
196				"	2012-2016 (3ac.)	5.62		5.62		5.62
197			0.14	"	2012-2016 (2ac.)	6.53		6.67		6.67
202		0.40		complete		11.13		11.53		11.53
203			12.53	2013	2011 (4.83ac)	0.28		12.81		12.81
204		0.97	11.79	2012				12.76		12.76
205	1.09	2.56	2.64	to be determined	to be determined	5.41		11.70		11.70
206	0.19	10.15		2010	2008 (5.7ac.)	0.34		10.68		10.68
207		6.68	2.01	2011		0.06		8.75	2.31	6.44
208	0.64	5.54	0.47	2011				6.65	6.14	0.51
209	0.53	9.28		2010				9.79	0.14	9.65
210	3.12	4.70	2.88	2010				10.68	0.11	10.57
211	0.24	5.97	0.27	2011		1.07		7.55	6.41	1.13
212	0.83	8.02	1.80	Fill Required				10.65	9.97	0.68
213		6.34	0.78	2014-2018		1.23		8.35	7.19	1.16
214	0.99	3.53	2.00	"		1.99		8.50	6.65	1.85
215	1.77	2.85	6.02	"		0.49		11.13		11.13
216	1.48	3.76	2.94	"		2.95		11.13		11.13
217		3.23		2009		6.97		10.20		10.20
218		2.92		2009		7.85		10.77		10.77
219		2.89		complete		8.14		11.03		11.03
220		0.59		complete		8.71		9.30		9.30
Easements		0.53	0.10	complete		1.42		2.05		2.05
Vimy Road ROW	0.23	2.31	0.92	2011		1.86		5.32	1.70	3.61
<b>Sub total (Ac)</b>	<b>11.11</b>	<b>83.20</b>	<b>47.89</b>			<b>84.60</b>	<b>1.54</b>	<b>228.14</b>	<b>40.62</b>	<b>187.51</b>
<b>Sub total Hectares (Ha)</b>	<b>4.60</b>	<b>33.68</b>	<b>19.31</b>			<b>34.25</b>	<b>0.62</b>	<b>92.36</b>	<b>16.45</b>	<b>76.92</b>
<b>Total area applied for</b>								<b>157.6</b>		
<b>Percent (%)</b>	<b>5</b>	<b>36</b>	<b>21</b>			<b>37</b>	<b>1</b>			

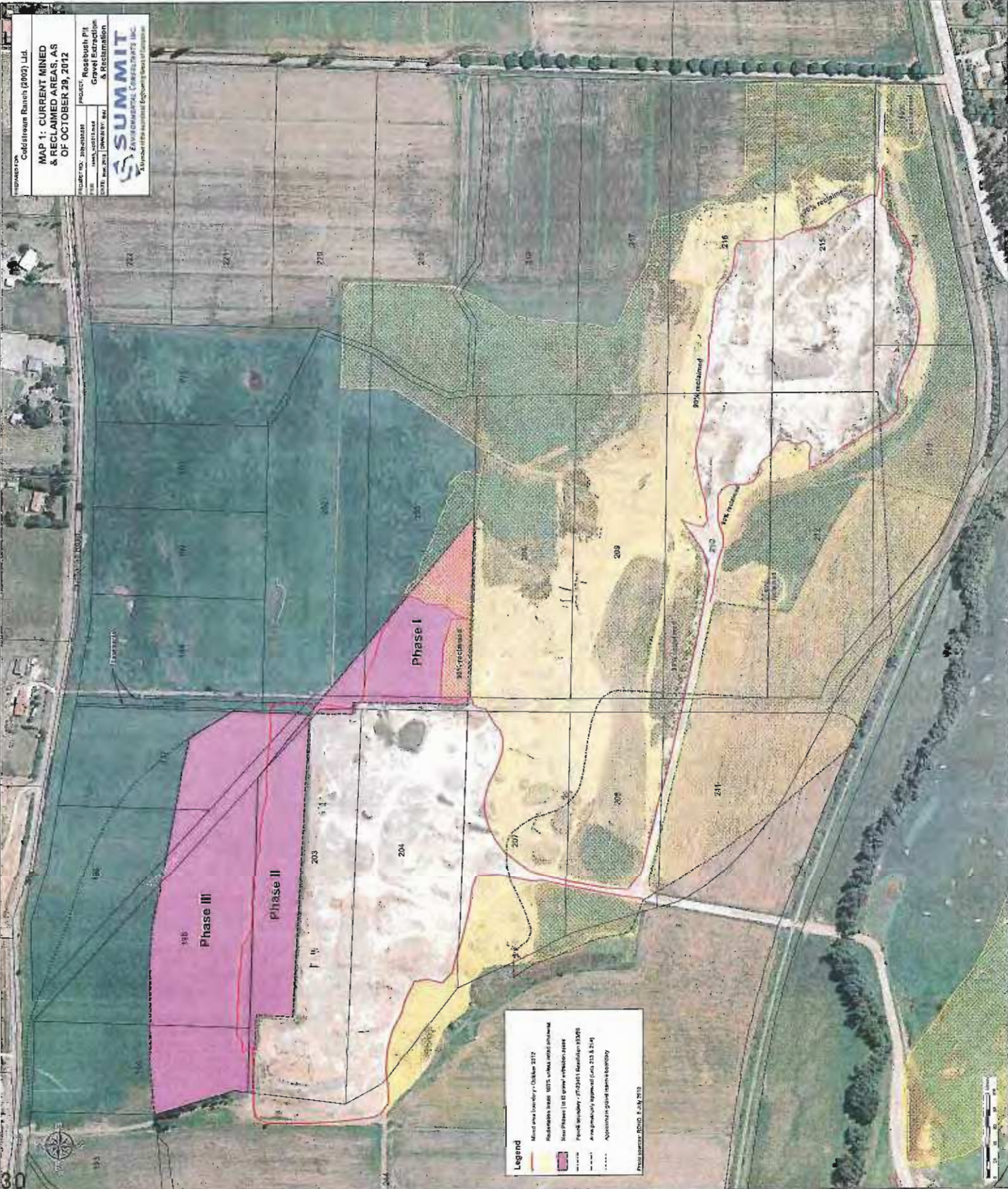
Notes:

Data generated by Summit from October 29, 2012 GPS field work. Baseline areas were derived from July 8, 2010 aerial photography.

1. Reclaimed areas (may include some stockpiled soil areas).
2. Mined areas (includes soil stripped areas and/or soil stockpiled areas).
3. See Summit Environmental Consultant's Report and the Presentation to Coldstream Council, March 23rd for details.  
The actual dates will depend on: the timing of ALC approval, the rate of extraction and the rate at which fill becomes available, where needed.
4. Subject to change according to present application.

PROJECT: 20003338  
 DATE: 10/23/2012  
 DRAWN BY: [Name]  
 PROJECT: Rosebush Pit  
 Gravel Extraction  
 & Reclamation  
**SUMMIT**  
 ENVIRONMENTAL CONSULTANTS, INC.  
 A member of the Sumit Group of Companies

**MAP 1: CURRENT MINED  
 & RECLAIMED AREAS, AS  
 OF OCTOBER 29, 2012**



**Legend**  
 Mining area boundary - October 2012  
 Reclamation basin - 100% reclamation  
 Rosebush Pit - 100% reclamation  
 Phase I boundary - 100% reclamation  
 Phase II boundary - 100% reclamation  
 Phase III boundary - 100% reclamation  
 Area proposed to be reclaimed (as of 10/29/12)  
 Approximate gravel return capability

Project Name: 20003338 - 10/23/2012



# DISTRICT OF COLDSTREAM REPORT

- Regular
- In-Camera
- CoW
- CoW In-Camera

**TO** Mayor and Council

**FILE NO.**

**FROM** Mike Pethick  
Operations Superintendent

**DATE** November 21, 2012

**SUBJECT** Transfer Station – 2012 Fall Yard Waste Collection Report

---

**1. Purpose**

To inform Mayor and Council on the number of residents utilizing the Transfer Station Fall Yard Waste Collection program.

**2. Origin**

Staff was requested to compile the usage statistics for the Fall Transfer Station program.

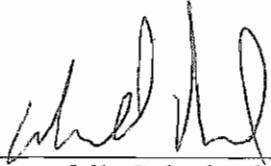
**3. Background/Discussion**

The following table summarizes the number of residents using the Transfer Station and the amount of yard waste collected during that time;

Date	# of vehicles	Amount (cubic yards)
Sept. 30	67	160
Oct. 14	54	120
Oct. 21	39	80
Oct. 28	30	80
Nov. 4	38	120
Nov. 17	43	120
Nov. 18	77	160
Totals		
7 days	348 vehicles	840 cubic yards (21 x 40 yd bins)


**5. Recommendation**

THAT the Report from the Operations Superintendent dated ~~Nov. 21~~, 2012, regarding the 2012 Fall Transfer Station program, be received for information.



---

Respectfully Submitted by:  
Mike Pethick  
Operations Superintendent



---

Reviewed by: Michael A. Stamhuis  
Chief Administrative Officer



## PRIVATE MOORAGE DOCKS IN THE OKANAGAN BASIN

### PRESENTER:

Liz Williamson, R.P.F.  
Senior Land Officer  
Ministry of Forests, Lands and Natural Resource Operations  
Okanagan Shuswap District  
2501 14th Ave  
Vernon, British Columbia V1T 8Z1  
Tel. 250-558-1721  
Fax. 250-549-5485  
Email: Elizabeth.Williamson@gov.bc.ca

### CONTENT:

1. Overview of recent changes in delivery of private moorage authorizations in the Okanagan
2. Overview of recent changes in compliance & enforcement delivery model
3. Provincial vs Federal jurisdiction:
  - Mooring buoys
  - Swim Platforms
4. What is an acceptable or conforming dock?
  - Ownership/eligibility
  - Siting – setbacks, angle
  - Public Access to & along foreshore
  - Size – length, width; Specific vs General Permission
  - Ancillary structures (ie boat lifts)
  - Environmental considerations
5. How are we handling non-conforming &/or trespass structures
6. Current challenges
7. Role of local government – provincial vs local mandate
8. Upcoming projects & opportunities
  - Okanagan Lake Foreshore Inventory Project
  - Guideline refinement – environmental considerations
  - Local government involvement
  - Outreach to realtors, landowners, contractors

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## REGIONAL DISTRICT OF NORTH OKANAGAN

MEMBER MUNICIPALITIES:

CITY OF ARMSTRONG  
DISTRICT OF COLDSTREAM  
CITY OF ENDERBY

VILLAGE OF LUMBY  
TOWNSHIP OF SPALLUMCHEEN  
CITY OF VERNON

ELECTORAL AREAS:

"B" – SWAN LAKE  
"C" – B. X. DISTRICT  
"D" – LUMBY (RURAL)

"E" – CHERRYVILLE  
"F" – ENDERBY (RURAL)

OFFICE OF: CORPORATE SERVICES

OUR FILE No. Bylaw 2563

November 7, 2012

***Via email to:***

City of Armstrong	P. Ferguson, Administrator
City of Vernon	W. Pearce, Administrator
City of Enderby	B. Gagnon, Administrator
District of Coldstream	M. Stamhuis, Administrator
Township of Spallumcheen	B. Freeman-Marsh, Chief Financial Officer
Village of Lumby	T. Kadla, Administrator
Electoral Area "B", "C", "D", "E" and "F" Administration	L. Mellott, General Manager Electoral Area

Dear Sirs / Mesdames:

**Re: Victim Assistance Program Extended Service Amendment Bylaw No. 2563, 2012**

At the regular meeting of the Board of Directors held on October 3, 2012, the Board passed the following resolutions:

*"That Regional District of North Okanagan Victim Assistance Program Extended Service Amendment Bylaw No. 2563, 2012, a bylaw to amend the requisition funding limit to a maximum of \$140,000 for the Police Based Victim's Assistance Program, be given First, Second and Third Readings and referred to participants for consent."*

The purpose of this bylaw is to amend the requisition funding limit to a maximum of \$140,000 for the Police Based Victim's Assistance Program.

Pursuant to Section 802(1)(b) of the *Local Government Act* the bylaw requires the consent of at least 2/3 of the participants in the service prior to adoption. Please find attached a draft consent form for consideration of your Council or Electoral Area Director, as well as a copy of the bylaw.

In order to ensure efficient processing, Regional District staff will advance the bylaw to the Inspector of Municipalities for approval thirty (30) days from the date of this letter, providing consent has been received from 2/3 of the participants. Please advise if you anticipate any delays in responding to the above requests.

Please contact our office if you require any further information. Thank you for your early attention to this matter.

Yours truly,



Jeanne Byron  
Corporate Officer

JB/ch

Cc: Ron Baker, Community / Protective Services Manager  
David Sewell, General Manager, Finance

## THE DISTRICT OF COLDSTREAM

### CONSENT on behalf of Municipal Electors

Pursuant to the provisions of Section 801.4 [*Consent on behalf of municipal participating area*] of the *Local Government Act*, the Council of the District of Coldstream does hereby consent, on behalf of the electors of the District of Coldstream, to the Board of the Regional District of North Okanagan adopting the following bylaw:

#### **“Victim Assistance Program Extended Service Bylaw No. 2563, 2012”**

To amend the requisition funding limit to a maximum of \$140,000 for the Police Based Victim’s Assistance Program.

I hereby certify the above to be a true and correct copy of a resolution of the Council of the District of Coldstream adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Corporate Officer



**Debbie Taylor**

---

**From:** ALISON SLATER <alislater@shaw.ca>  
**Sent:** Friday, November 09, 2012 4:17 PM  
**To:** Squamish-Lillooet R.D.; Thompson-Nicola R.D.; Town of Osoyoos; Thompson-Nicola R.D.; City of Enderby; Village of Keremeos; Town of Oliver; Village of Ashcroft; City of Armstrong; City of Kamloops; City of Kelowna; City of Merritt; City of Penticton; City of Revelstoke; City of Salmon Arm; City of Vernon; District of Barriere; District of Clearwater; District of Coldstream; District of Lake Country; District of Lillooet; District of Logan Lake; District of Peachland; District of Sicamous; District of Summerland; District of West Kelowna; Central Okanagan R.D.; Okanagan-Similkameen R.D.; Town of Princeton; Township of Spallumcheen; Village of Cache Creek; Village of Chase; Village of Clinton; Village of Lumby; Village of Lytton; Columbia Shuswap R.D.; North Okanagan R.D.; sun peaks municipality; Karen, Burley  
**Cc:** eliason, chad; mayor; hanson, patty; Wood, Angelique; Tegart, Jackie; Nitchie, Ryan; Rhona, Martin; harry, kroeker; marg, spina; Tim, Pennell; garry, litke  
**Subject:** BC Coroner's Service

Hello all,

Please include this request for information in your next council/board meeting.

The SILGA Board of Directors will be meeting with Larry Marzinzik, the Regional Coroner for the BC Southern Interior, at their next executive meeting.

The executive would appreciate feedback from its membership with regard to unnecessary or unusual delays from the coroner's service that impacted road closures, excess time spent from other first responders or any other concern.

We would appreciate receiving these responses back by November 30th; this will allow the SILGA staff to collate these concerns and forward them on to Mr. Marzinzik for his review in advance of the meeting.

Please forward any concerns to Alison Slater via the following email:

[alislater@shaw.ca](mailto:alislater@shaw.ca)

Thanks, Alison

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## DISTRICT OF COLDSTREAM MEMORANDUM

- Regular
- In-Camera
- CoW
- CoW In-Camera

**TO:** Finance Committee

**FILE NO.** 1705-01

**FROM:** Trevor Seibel, CA  
Director of Financial Administration

**DATE** November 12, 2012

**SUBJECT:** 2013 Capital Budget – Pre-Approval

---

### 1. Purpose

To seek 2013 budget pre-approval for certain capital items

### 2. Origin

October 15, 2012 Finance Committee Meeting

### 3. Background/Discussion

With the impending change from the HST back to the GST/PST model, there will be additional costs on almost everything the District purchases. To that end, there are certain capital items that we can purchase prior to March 31, 2012 to try and recover as much of the HST as possible. The attached capital listing identifies the items that are to be funded from the Equipment Replacement Reserve or an identified surplus account (highlighted in yellow). The District could purchase these items prior to March 31, 2012. It is important to note that the replacement of Unit #45 (1998 Tanker) for the Lavington Fire Hall was approved in 2012 but the truck won't be delivered until early 2013 so it needs to be re-budgeted.

### 5. Recommendation

THAT the Committee recommends Council give 2013 budget pre-approval to the capital items listed on the attached listing highlighted in Yellow.

  
\_\_\_\_\_  
Trevor Seibel, CA  
Director of Financial Administration

  
\_\_\_\_\_  
Reviewed by: Michael A. Stamhuis  
Chief Administrative Officer

DISTRICT OF COLDSTREAM  
 FIVE YEAR CAPITAL PLAN  
 2013 - 2017 BUDGET

	2013	2014	2015	2016	2017	TOTAL
<b>GENERAL GOVERNMENT</b>						
<i>Non-Discretionary (District Office)</i>						
Computer Replacements	8,000	8,000	8,000	8,000	8,000	40,000
Colour Copier Upgrade	18,000	-	-	-	-	18,000
Ricoh Copier (SP171)	-	-	-	4,000	-	4,000
<i>Discretionary (District Office)</i>						
Website Upgrades	15,000	-	-	-	-	15,000
<b>TOTAL GENERAL GOVERNMENT</b>	<b>41,000</b>	<b>8,000</b>	<b>8,000</b>	<b>12,000</b>	<b>8,000</b>	<b>77,000</b>
<b>PROTECTIVE SERVICES</b>						
<i>Non-Discretionary (Coldstream Hall)</i>						
SCBA Replacement	12,000	12,000	12,000	12,000	-	48,000
Pagers	2,780	2,780	2,780	2,780	2,780	13,900
Turnout gear - 3 sets per year	8,655	8,655	8,655	8,655	8,655	43,275
Fire Hose replacement	2,500	2,500	2,500	2,500	2,500	12,500
Pass Alarms (16)	4,500	4,500	4,500	-	-	13,500
Radios	5,000	5,000	5,000	-	-	15,000
Unit #58 - 1988 Ford Crew Cab	-	-	25,000	-	-	25,000
<i>Non-Discretionary (Lavington Hall)</i>						
Pagers	2,500	2,500	2,500	2,500	2,500	12,500
Turnout gear - 3 sets per year	9,250	9,250	9,250	9,250	9,250	46,250
Fire Hose replacement	2,500	2,500	2,500	2,500	2,500	12,500
SCBA Replacement	12,000	12,000	12,000	12,000	-	48,000
Radios	5,000	5,000	5,000	5,000	-	20,000
Unit #45 - 1998 Tanker (CFWD)	280,000	-	-	-	-	280,000
Unit #41 - 1993 Pumper Truck	-	-	450,000	-	-	450,000
<i>Discretionary (Coldstream Hall)</i>						
Thermal Imaging Camera	15,500	-	-	-	-	15,500
<i>Discretionary (Lavington Hall)</i>						
Utility Truck (Crew Cab)	20,000	-	-	-	-	20,000
<b>TOTAL PROTECTIVE SERVICES</b>	<b>382,185</b>	<b>66,685</b>	<b>541,685</b>	<b>57,185</b>	<b>28,185</b>	<b>1,075,925</b>
<b>PUBLIC WORKS-TRANSPORTATION</b>						
<i>Non-Discretionary</i>						
<i>Equipment Replacement</i>						
Unit #29 - 1997 Caterpillar Grader	-	-	-	-	225,000	225,000
Unit #13 - 2002 Ford F150	-	-	-	-	25,000	25,000
Unit #25 - Ford Tractor Model 7740	90,000	-	-	-	-	90,000
Unit #31 - International Dump Truck 4900	-	-	-	-	-	-
Unit #1 - Chev 1/2 ton	-	30,000	-	-	-	30,000
Unit #64 - Kubota Tractor & Trailer	-	-	20,000	-	-	20,000
Unit #6 - Dodge Pick up	-	-	25,000	-	-	25,000
-	-	-	-	-	-	-
-	-	-	-	-	-	-



# DISTRICT OF COLDSTREAM MEMORANDUM

- Regular
- In-Camera
- CoW
- CoW In-Camera

**TO:** Mayor and Council

**FILE NO.** 3900-00  
Bylaw 1617

**FROM:** Trevor Seibel, CA  
Director of Financial Administration

**DATE** November 20, 2012

**SUBJECT:** Development Cost Charge, Amendment Bylaw No. 1617, 2012

### 1. Purpose

For Council to rescind 2<sup>nd</sup> and 3<sup>rd</sup> reading of DCC Bylaw No. 1617, 2012 and then re-read 2<sup>nd</sup> and 3<sup>rd</sup> reading with the enclosed amendments.

### 2. Background/Discussion

A few weeks ago we were notified that the Inspector of Municipalities would not be signing off DCC Bylaw No. 1617. After reviewing the information and discussing the situation with the Ministry a couple of issues were identified. First, the justification for the proposed DCC rate was not very clear. Secondly, the initial rates included in the bylaw were calculated incorrectly.

To that end, a background report has been prepared and attached to this report (Appendix "A"). This report provides greater clarity surrounding the rationale for the proposed Institutional B rates. As well, the proposed DCC rates have been re-calculated. The following table shows the changes to the proposed DCC Rates


	Submitted	Revised
Sewer	\$ 480.75	\$ 1,538.48
Drainage	148.50	\$ 475.26
Roads	809.00	\$ 2,588.64
TOTAL	\$ 1,438.25	\$ 4,602.38

The rate changes above have been reflected in the revised bylaw as attached to this report.

### 3. Recommendation

THAT Council rescind 2<sup>nd</sup> and 3<sup>rd</sup> reading of District of Coldstream Development Cost Charge Bylaw 1495, 2007, Amendment Bylaw No. 1617, 2012, Amendment No. 2 and give 2<sup>nd</sup> and 3<sup>rd</sup> reading, as Amended, to District of Coldstream Development Cost Charge Bylaw 1495, 2007, Amendment Bylaw No. 1617, 2012, Amendment No. 2.

  
 Trevor Seibel, CA  
 Director of Financial Administration

  
 Reviewed by: Michael A. Stambuis  
 Chief Administrative Officer

## BACKGROUND

In 2007 there were effectively two types of multi-family residential developments reflected in the Development Cost Charges (DCC) Bylaw. They were multi family developments and institutional. **Multi Family** are independent dwelling spaces (such as apartment buildings, duplexes, triplexes, etc...) contained on one parcel. **Institutional** are rest homes or congregate care facilities that provide food & lodging, together with 24-hour medical care, and attention are provided to persons who, on account of age, infirmity, physical or mental disability, require constant care and attention. One of the major changes in the past several years has been the concept of assisted living or supportive care. This type of development is a middle ground between complete independent living (multi family) and complete care and attention (Institutional). There is growing pressure in the community to address this type of development. For simplicity, this new type of development is being called **Institutional B**.

**Institutional B** can be defined as a building, or part of a building, containing four or more self-contained dwelling units or a development that includes three or more single family dwelling units (including manufactured units) in separate buildings all on one parcel intended to accommodate a registered Assisted Living Facility or to provide supportive housing for seniors with a private space and lockable door, emergency response and monitoring, a fire safety plan, and at least one meal a day available as well as housekeeping, laundry and recreational opportunities.

The existing DCC Bylaw contains institutional growth projections which are now different than they were in 2007 when the existing Bylaw was introduced. The main difference is due to the type of development and the population equivalency per dwelling unit. The following table highlights the existing equivalency units used in the establishment of the current DCC Bylaw.

Table 2:

Single Family Residential	2.7 population equivalents per parcel
Multi Family Residential	2.3 population equivalents per unit
Institutional (rest homes, congregate care facilities)	1.0 population equivalent per dwelling unit
Commercial	75m <sup>2</sup> per population equivalent
Educational	3 population equivalents per 10 seats
Industrial (10,000 m <sup>2</sup> per hectare)	45 population equivalents per hectare

With the advent of Assisted Living or Supportive Housing, the population equivalents of the Institutional B are 1.6 population equivalents per dwelling unit. The revised equivalency unit table would be as follows:

**Table 2: REVISED**

Single Family Residential	2.7 population equivalents per parcel
Multi Family Residential	2.3 population equivalents per unit
Institutional (rest homes, congregate care facilities)	1.0 population equivalent per dwelling unit
<b>Institutional B (Assisted Living, Supportive Housing)</b>	<b>1.6 population equivalent per dwelling unit</b>
Commercial	75m <sup>2</sup> per population equivalent
Educational	3 population equivalents per 10 seats
Industrial (10,000 m <sup>2</sup> per hectare)	45 population equivalents per hectare

The other change is how the estimated dwelling units for institutional growth are calculated. Initially there were 240 units of multi family and institutional developments projected at an equivalency rate of 2.3 and 1.0 respectively. The result being a population equivalent of 396. With the addition of the Institutional B category, the population equivalents have changed slightly. Although the number of units is estimated to be the same, how they are derived has changed. The revised population equivalent is as follows:

Land Use	Estimated new Development	Population Equivalence	Equivalent Population	Equivalent Population for sewer
Single Family	802 Units	2.7	2,166	2,058
<b>Multi Family</b>	<b>86 Units</b>	<b>2.3</b>	<b>198</b>	<b>198</b>
Institutional	80 dwelling units	1.0	80	80
<b>Institutional B</b>	<b>74 dwelling units</b>	<b>1.6</b>	<b>118</b>	<b>118</b>
Commercial	15,000 m <sup>2</sup>	75m <sup>2</sup> per pop.equiv.	200	187
Educational	300 seats	3 per 10 seats	126	126
Industrial	2 hectares	45/hectare	90	0
<b>Total Equivalent Units Population</b>			<b>2,978</b>	<b>2,767</b>

The end result overall is that the total equivalent units population remains unchanged, just how the equivalent units are divided between Institutional, Institutional B and Multi Family.

The DCC revenue is anticipated to be marginally lower than the previous program but this shortfall is offset by a change in the assist factor. The net effect on the DCC revenue is anticipated to be no change from the previous program.

It is important to note that the District of Coldstream will be completing an Official Community Plan (OCP) review in 2013. At the conclusion of this process, the DCC Bylaw will undergo a complete and thorough review.

## SANITARY SEWER DEVELOPMENT COST CHARGES

Based on the costs and assist factor currently in place, the net amount of per population equivalent for sanitary sewer is \$961.55. With the addition of Institutional B, and a population equivalent of 1.6, the Sanitary Sewer DCC rate is as follows:

Institutional B	1.6 population equivalent	\$ 1,538.48
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## STORM DRAINAGE DEVELOPMENT COST CHARGES

Based on the costs and assist factor currently in place, the net amount of per population equivalent for sanitary sewer is \$297.04. With the addition of Institutional B, and a population equivalent of 1.6, the Storm Drainage DCC rate is as follows:

Institutional B	1.6 population equivalent	\$ 475.26
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## ROAD DEVELOPMENT COST CHARGES

Based on the costs and assist factor currently in place, the net amount of per population equivalent for sanitary sewer is \$1,617.90. With the addition of Institutional B, with a population equivalent of 1.6, the Road DCC rate is as follows:

Institutional B	1.6 population equivalent	\$ 2,588.64
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## SUMMARY OF DEVELOPMENT COST CHARGES

With the addition of the Institutional B category, the total DCC's payable for institutional would be as follows: (Institutional and Multi Family provided for comparative purposes)

	SEWER	DRAINAGE	ROADS	TOTAL
<b>Multi Family</b> Per dwelling unit	\$ 2,211.55	\$ 683.20	\$ 3,721.20	\$ 6,615.95
<b>Institutional B</b> Per occupancy unit	\$ 1,538.48	\$ 475.26	\$ 2,588.64	\$ 4,602.38
<b>Institutional</b> Per occupancy unit	\$ 961.55	\$ 297.00	\$ 1,617.90	\$ 2,876.45

**DISTRICT OF COLDSTREAM**

**BYLAW NO. 1617, 2012**

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**A BYLAW TO AMEND DISTRICT OF COLDSTREAM  
DEVELOPMENT COST CHARGE BYLAW NO. 1495, 2007**

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WHEREAS Section 933 of the *Local Government Act* allows a local government to impose development cost charges;

AND WHEREAS the Council of the District of Coldstream did in an open meeting consider the financial implications for the reduction of development cost charges for certain types of development as outlined in this bylaw;

NOW THEREFORE the Council of the District of Coldstream in open meeting assembled ENACTS AS FOLLOWS:

1. This bylaw may be cited as “DISTRICT OF COLDSTREAM DEVELOPMENT COST CHARGE BYLAW 1495, 2007, AMENDMENT BYLAW NO. 1617, 2012, AMENDMENT NO. 2”.
2. Section 2 by adding the following definition in alphabetical order to the existing definitions:  
  
**Institutional-B** means a building, or part of a building, containing four or more self-contained dwelling units or a development that includes three or more single family dwelling units (including manufactured units) in separate buildings all on one parcel intended to accommodate a registered Assisted Living Facility or to provide supportive housing for seniors with a private space and lockable door, emergency response and monitoring, a fire safety plan, and at least one meal a day available as well as housekeeping, laundry and recreational opportunities.
3. Schedule A is amended by adding the following row of information for **Institutional-B** above the existing row titled **Institutional**:

**DEVELOPMENT COST CHARGES**

	SEWER – Sewer defined area	DRAINAGE	ROADS	TOTAL
<b>Institutional B –</b> Per occupancy unit	\$ 1,538.48	\$ 475.26	\$ 2,588.64	\$ 4,602.38

READ A FIRST TIME this	10th	day of	September	2012
READ A SECOND TIME this	10th	day of	September	2012
READ A THIRD TIME this	10th	day of	September	2012
RESCINDED SECOND READING this		day of		
RESCINDED THIRD READING this		day of		
READ A SECOND TIME AS AMENDED this		day of		
READ A THIRD TIME this		day of		
APPROVED by the Inspector of Municipalities this		day of		2012
FINALLY PASSED AND ADOPTED this		day of		2012

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Mayor



**DISTRICT OF COLDSTREAM**

**BYLAW NO. 1620, 2012**

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**A BYLAW TO ESTABLISH AN INTERMUNICIPAL SCHEME  
TO PROVIDE FIRE TRAINING CENTRE SERVICES**

---

WHEREAS the Intermunicipal Participants have agreed to establish an intermunicipal scheme in relation to the Fire Training Centre Services for which they have authority under the *Community Charter* and the *Local Government Act*;

AND WHEREAS the nature of the service is such that the interests of the inhabitants of the region are best served without reference to municipal boundaries;

AND WHEREAS the *Community Charter* provides that two or more municipalities may, by bylaw adopted by the council of each participating municipality, establish an intermunicipal scheme in relation to one or more matters for which they have authority under the *Community Charter* or the *Local Government Act*;

NOW THEREFORE, in open meeting assembled, the Council of the District of Coldstream enacts as follows:

1. This bylaw may be cited as “DISTRICT OF COLDSTREAM INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW NO. 1620, 2012”

2. In this bylaw:

**Agreement** means the Intermunicipal Fire Training Centre Service Agreement which is attached to this Bylaw as Schedule ‘A’;

**Participant** means, the District of Coldstream, the City of Vernon, the Village of Lumby, the Township of Spallumcheen, the City of Armstrong, the City of Enderby, and the RDNO;

**Lease** means the Lease Agreement between the City of Vernon and the RDNO attached hereto as Appendix ‘A’ of Schedule ‘A’ and forming part of this Bylaw;

**RDNO** means the Regional District of North Okanagan;

**Service** means the matters listed in section 1.1(dd) of the Agreement attached hereto as Schedule ‘A’ and forming part of this Bylaw.

3. The matter in respect of which the intermunicipal scheme is established is “Fire Training Centre Services”.

4. An Intermunicipal Participant must not separately exercise its authority in relation to the matters listed in section 2, except as agreed under the agreement attached as Schedule 'A'.
5. Without limiting section 4, the bylaw of a particular Intermunicipal Participant applies within that Participant's boundaries.
6. The District of Coldstream enters into, and the Mayor and Corporate Officer are authorized to execute, the Agreement which is attached to and forms part of this bylaw as set out in Schedule 'A'.
7. Subject to the terms and conditions of the Agreement, a Participant may withdraw from the Service by adopting a withdrawal bylaw and delivering a copy to the other Participants on or before December 31 of the calendar year that is one year prior to the Withdrawal Date of the withdrawing Participant as per the conditions outlined in Schedule 'A'.

READ A FIRST TIME this	1 <sup>st</sup> day of	October	2012
READ A SECOND TIME this	1 <sup>st</sup> day of	October	2012
READ A THIRD TIME this	1 <sup>st</sup> day of	October	2012
RESCINDED SECOND & THIRD readings this	13 <sup>th</sup> day of	November	2012
READ A SECOND time as AMENDED this	13 <sup>th</sup> day of	November	2012
READ A THIRD time this	13 <sup>th</sup> day of	November	2012
FINALLY PASSED AND ADOPTED this	day of		2012

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 Corporate Officer

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 Mayor

 Attachment – **Schedule 'A'** Intermunicipal Fire Training Centre Services Bylaw Agreement

**SCHEDULE 'A' of the  
INTERMUNICIPAL FIRE TRAINING CENTRE SERVICES BYLAW AGREEMENT**

THIS AGREEMENT dated for reference the 1<sup>st</sup> day of January, 2013.

AMONG:

**CITY OF VERNON**, a municipal corporation incorporated under the *Local Government Act*, 3400 - 30th Street, Vernon, British Columbia, V1T 5E6

("Vernon")

AND:

**DISTRICT OF COLDSTREAM**, a municipal corporation incorporated under the *Local Government Act*, 9901 Kalamalka Road, Coldstream, British Columbia, V1B 1L6

("Coldstream")

AND:

**VILLAGE OF LUMBY**, a municipal corporation incorporated under the *Local Government Act*, Box 430, 1775 Glencaird Street, Lumby, British Columbia, V0E 2G0

("Lumby")

AND:

**TOWNSHIP OF SPALLUMCHEEN**, a municipal corporation incorporated under the *Local Government Act*, 4144 Spallumcheen Way, Spallumcheen, British Columbia, V0E 1B6

("Spallumcheen")

AND:

**CITY OF ARMSTRONG**, a municipal corporation incorporated under the *Local Government Act*, Box 40 Armstrong, British Columbia, V0E 1B0

("Armstrong")

AND:

**CITY OF ENDERBY**, a municipal corporation incorporated under the *Local Government Act*, Box 400, Enderby, British Columbia, V0E 1V0

("Enderby")

AND:

**REGIONAL DISTRICT OF NORTH OKANAGAN**, a regional district incorporated under the *Local Government Act*, 9848 Aberdeen Road, Coldstream, British Columbia, V1B 2K9

("RDNO")

**GIVEN THAT:**

- A. Section 14 of the *Community Charter* provides that two or more municipalities may establish an inter-municipal scheme in relation to one or more matters for which they have authority under the *Community Charter* or the *Local Government Act*;
- B. Section 176 of the *Local Government Act* provides that a regional district may by resolution or bylaw of its board of directors, enter into agreements with a public authority respecting activities, works or services within the powers of a party to the agreement, other than the exercise of regulatory authority, including agreements respecting the undertaking, provision and operation of activities, works and services;
- C. The Parties to this Agreement recognize the need for firefighting training and exercises to prepare and train firefighters to respond effectively and safely to a wide array of emergency incidents and so the Parties wish to share the costs of the fire training Services to realize economies of scale and to provide a well equipped and well managed training operation;
- D. The Existing Services are currently provided by the RDNO for the Parties' staff and volunteers at the Fire Training Centre located at 300 Pottery Road, Vernon, British Columbia;
- E. The Parties have identified a new model for the delivery of the Services that would provide cost savings and more effective delivery of the Services to the Parties and as such, they propose to enter into this Agreement;

- F. Each of the municipal Parties has enacted an Intermunicipal Fire Training Centre Services Bylaw under section 14 of the *Community Charter* and the RDNO has enacted an Intermunicipal Fire Training Centre Services Bylaw under section 176 of the *Local Government Act* to establish an inter-municipal scheme in relation to the Fire Training Centre Services defined in the Intermunicipal Fire Training Centre Services Bylaw;

THIS AGREEMENT WITNESSES that in consideration of their mutual covenants and agreements, and the payment by each Party of ten (\$10.00) dollars to each of the other Parties, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties covenant each with the others as follows:

## **PART 1 DEFINITIONS AND INTERPRETATION**

### **Definitions**

1.1 In this Agreement,

- (a) "Account" means the Services Account established under Section 6.1;
- (b) "Assets" means all property and assets, present and future, of every nature whatsoever whether real or personal, corporeal or incorporeal, owned or rented by the Parties or possessed or rented on behalf of the Parties, in each case for the purposes of the Services as listed on an inventory by the Committee, whether in the name of any of the Parties or the Services, subject to sections 2.6 and 2.7 and shall include all of those assets detailed in Appendix "C";
- (c) "Available Cash" means the amount by which cash on hand or on deposit with banks and other financial institutions, and the realizable value of short-term investments not otherwise pledged or required to be maintained as collateral or otherwise committed for the purpose of the Services, any of which is held by or on behalf of the Services, exceeds all unpaid cheques issued on and every overdraft in an Account;
- (d) "Board" means the FTC Policy Board established under section 4.12;
- (e) "Borrowing" means indebtedness, liabilities and obligations incurred on account of funds borrowed by or on behalf of the Parties for the Services;
- (f) "Business Day" means any day except Saturdays, Sundays and statutory holidays in effect in British Columbia;
- (g) "Bylaw" means the Intermunicipal Fire Training Centre Services Bylaw, adopted by each of the Parties as follows, as amended from time to time:

- (i) Intermunicipal Fire Training Centre Services Bylaw No.\* adopted by the Council of the City of Vernon on \*, 2012;
  - (ii) Intermunicipal Fire Training Centre Services Bylaw No. \*, adopted by the Council of the District of Coldstream on \*, 2012;
  - (iii) Intermunicipal Fire Training Centre Services Bylaw No. \*, adopted by the Council of the Village of Lumby on \*, 2012;
  - (iv) Intermunicipal Fire Training Centre Services Bylaw No. \*, adopted by the Council of the Township of Spallumcheen on \*, 2012;
  - (v) Intermunicipal Fire Training Centre Services Bylaw No. \*, adopted by the Council of the City of Armstrong on \*, 2012;
  - (vi) Intermunicipal Fire Training Centre Services Bylaw No. \*, adopted by the Council of the City of Enderby on \*, 2012; and
  - (vii) Intermunicipal Fire Training Centre Services Bylaw No. \*, adopted by the Board of the Regional District of North Okanagan on \*, 2012;
- (h) "CAO" means the person with the title of Chief Administrative Officer or acting in that capacity employed by each Party and shall also include the RDNO General Manager of Electoral Area Services;
- (i) "Capital Costs" means expenditures incurred or accrued by or on behalf of the Services for the account and benefit of the Parties for or in connection with the acquisition or construction of fixed or capital assets which are required to be recorded as increases in fixed or capital assets in accordance with GAAP and includes such costs incurred or accruing during the Term of this Agreement;
- (j) "Capital Financial Plan" has the meaning given to it in section 7.6;
- (k) "Committee" means the FTC Operations Committee established under section 4.1;
- (l) "*Community Charter*" means the *Community Charter*, S.B.C. 2003, c. 26;
- (m) "Costs" means the Operating and Maintenance Costs and the Capital Costs as apportioned in Appendix "B" and referred to in section 6.5;
- (n) "Event of Default" means one of the events described in section 11.1;

- (o) "Existing Services" means the fire training services formerly administered and operated by the RDNO for the Parties and existing as of the date of this Agreement in accordance with practices and agreements and the RDNO's service establishment bylaw existing as of the date of this Agreement;
- (p) "Financial Plan" means the Operating and Maintenance Financial Plan and Capital Financial Plan;
- (q) "Firehall" means a building, structure or other area set aside for storage of firefighting apparatus and equipment and from which firefighters are dispatched to fight fires;
- (r) "Force Majeure" means an act of God, act of Canada's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lightning, earthquakes, floods, storms, fires, washouts, nuclear and radiation activity or fall out, arrests and restraints of rulers and people, civil disturbances, explosion, expropriation, or any act, omission or event whether of the kind enumerated in this definition or otherwise not within the control of a Party, which by the exercise of reasonable due diligence, the Party could not have prevented;
- (s) "FTC" means the Fire Training Centre and appurtenances and lands located at 300 Pottery Road, Vernon, British Columbia;
- (t) "GAAP" means the generally accepted accounting principles (including the methods of application of the principles) established by the Canadian Institute of Chartered Accountants;
- (u) "Interest" means the interest on any amount payable by a Party to this Agreement that is not paid when due and shall be payable from the date on which an amount became due to the date on which it is paid, compounded annually not in advance, at the annual percentage rate of interest that is 2% greater than the annual percentage interest rate charged from time to time by the Royal Bank of Canada, Main Branch, 1025 West Georgia Street, Vancouver, British Columbia for Canadian dollar loans and published by the Royal Bank of Canada as its prime rate;
- (v) "Landfill Lease" means the lease agreement between the RDNO and the province of British Columbia dated February 9<sup>th</sup>, 1984, attached as Schedule "B" to the Lease;
- (w) "Lease" means the lease agreement between the RDNO and Vernon attached to this Agreement as Appendix "A";
- (x) "*Local Government Act*" means the *Local Government Act*, R.S.B.C. 1996, c. 323;

- (y) "Manager" means the City of Vernon and such Resources and person(s) assigned by it to manage the Services under Part 5 of this Agreement;
- (z) "Operating and Maintenance Costs" means all costs, expenses, liabilities and charges, including the costs of studies, incurred or accrued by or on behalf of the Services for the account and benefit of the Parties which are properly chargeable as operating or maintenance expenses of the Services and includes such costs incurred or accrued on and after the date the Parties commence the provision of the Services under this Agreement;
- (aa) "Operating and Maintenance Financial Plan" has the meaning given to it in section 7.5;
- (bb) "Participating Interest" means the percentage interest of a Party in the Assets, Available Cash and the surplus of the Services, and shall be determined annually as prescribed in section 2.11 and Appendix "B" and effective on January 1<sup>st</sup> in every year during the Term of this Agreement;
- (cc) "Party" means Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby and RDNO or any other municipality which becomes a party to this Agreement, including their respective successors and permitted assigns, and "Parties" means all of them;
- (dd) "Reference Date" means the date indicated on the first page of this Agreement;
- (ee) "Resources" include employees, agents, contractors or elected officials of a Party, and equipment, vehicles, materials or other things used by a Party;
- (ff) "Services" means the Intermunicipal Fire Training Centre Services detailed in this Agreement including firefighter training and exercises and those other services listed in section 3 of the Bylaw, which may be amended from time to time, provided that a Party participates in respect of the Services under this Agreement only to the extent the Party has listed the Services as a matter under section 3 of its Bylaw and has not withdrawn from the Services under section 7 of the Bylaw;
- (gg) "Term" means the period of time defined in section 12.1; and
- (hh) "Withdrawal Date" means, for a Party withdrawing from this Agreement, the December 31<sup>st</sup> that is not less than one year after that Party has enacted a withdrawal bylaw in accordance with section 12.2.



## Interpretation

- 1.2 For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:
- (a) "Agreement" means this Agreement as from time to time supplemented or amended by one or more agreements entered into pursuant to the applicable provisions of this Agreement together with all other attachments to it and reference to a Part or a Section means the corresponding Part or Section of this Agreement;
  - (b) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
  - (c) an accounting term not otherwise defined in this Agreement has the meaning assigned to it, and except as otherwise directed in this Agreement, every calculation to be made under this Agreement is to be made in accordance with GAAP;
  - (d) except as otherwise expressly provided, all references to currency mean Canadian currency;
  - (e) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;
  - (f) unless otherwise indicated in this Agreement, words in this Agreement shall have the same meaning as words defined in the *Community Charter* or *Local Government Act*;
  - (g) reference in this Agreement to a particular numbered paragraph, article or section, or lettered appendix is a reference to the correspondingly numbered paragraph, article, or section, or lettered appendix of this Agreement;
  - (h) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act* (British Columbia), and includes a reference to an enactment of British Columbia, Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby, and RDNO as applicable;
  - (i) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and

- (j) reference in this Agreement to a party is a reference to a party of this Agreement.

### **Governing Law**

- 1.3 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada.

### **Headings**

- 1.4 The headings given to paragraphs, articles and sections in this Agreement are for convenience of reference only and do not form part of this Agreement and must not be used in the interpretation of this Agreement.

### **Severance**

- 1.5 If any clause or portion of this Agreement is declared or held invalid for any reason, the invalidity does not affect the validity of the remainder of that clause or this Agreement, and the terms and provisions of this Agreement continue to be in force and in effect and are to be construed as if the Agreement had been executed without the invalid portion.

## **PART 2 INTERMUNICIPAL SERVICES**

### **Formation and Purpose**

- 2.1 Subject to the terms and conditions of this Agreement, Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby and RDNO have established the Services in respect of the matters listed in section 3 of the Bylaw and this Agreement, which may be amended from time to time, provided that a Party participates in respect of the Services under this Agreement only to the extent the Party has listed the Services as a matter under section 3 of its Bylaw and has not withdrawn from the Services under section 7 of the Bylaw.

### **Existing Services until December 31<sup>st</sup>, 2012**

- 2.2 From the date of this Agreement until and including December 31<sup>st</sup>, 2012, the Existing Services shall continue to be administered and operated by the RDNO for the Parties and the Parties shall continue to provide their financial contributions for the Existing Services in accordance with existing practices and agreements and the RDNO's existing service establishment bylaw. During this time period, the RDNO shall retain existing staff and contractors for the Existing Services and thereafter, RDNO staff will be reduced or redeployed.

**Services after December 31<sup>st</sup>, 2012**

- 2.3 Effective January 1<sup>st</sup>, 2013, the Services described in this Agreement shall replace the Existing Services and such Services described in this Agreement shall be subject to the terms of this Agreement.

**Services to be provided for benefit of Parties**

- 2.4 On and after the date of this Agreement coming into effect, the Parties must with due diligence and, subject to the terms and conditions set out in this Agreement, provide the Services for the benefit of the inhabitants of their municipalities and the RDNO.

**Name of Services**

- 2.5 The name of the Services will be "Fire Training Centre Services" or such other name as from time to time the Board approves. The business and affairs of the Services will be concluded to the extent possible under such name or in the name of the Parties with the designation that they are doing business in respect of Services under such name.

**Dedication of Assets**

- 2.6 Each Party as long as it is a Party, dedicates for the purposes of the Services, all its interest in the Assets and all its rights to use and enjoy Assets.
- 2.7 Despite section 2.6, each Party as long as it is a Party may also dedicate for the purposes of the Services an interest or portion of an interest in an asset of that Party and the right of the Services to use and enjoy all or a portion of that Party's asset for the purposes of the Services, provided that the asset shall not be listed as an Asset.

**Nature of Obligations**

- 2.8 Unless the Parties otherwise agree, the liabilities and obligations of the Parties under this Agreement, and under the Services contemplated by this Agreement, will be several to the extent of their respective Participating Interests and not be joint or joint and several and all agreements made in relation to the Services will, to the extent practicable, state the liability of the Parties to be several.

**Partition**

- 2.9 Except on termination of this Agreement under Part 12, no Party will be entitled to demand partition of the Services or the Assets.

## **Representations and Warranties**

2.10 Each Party represents and warrants to the other as follows:

- (a) it has the power and capacity to enter into this Agreement;
- (b) this Agreement is valid and binding on it in accordance with its terms;
- (c) the performance of its obligations under this Agreement does not breach the terms of any other agreement or obligation to which it is a party; and
- (d) it now holds and will hold its Participating Interest beneficially and free and clear of all restrictions, liens, encumbrances, floating charges or agreements of any kind except:
  - (i) for the obligations created under this Agreement; or
  - (ii) as agreed among the Parties from time to time.

## **Participating Interest**

2.11 The Participating Interest of each of the Parties as at the date of this Agreement is the same as the apportionment of Operating and Maintenance Costs and Capital Costs as set out in Appendix "B".

## **PART 3 FIRE TRAINING CENTRE**

### **Fire Training Centre**

3.1 Subject to the terms and conditions of this Agreement, the FTC will remain an asset of the RDNO and will be leased to the Parties for a nominal amount of \$1.00 per year on the same terms and conditions detailed in the Lease attached as Appendix "A". The RDNO will ensure that the Lease remains in good standing and that all necessary steps are taken to obtain the consent of the Province of British Columbia to sublet the FTC in accordance with section 5.01 of the Landfill Lease.

### **Use of Fire Training Centre**

3.2 The Parties use of the FTC shall be subject to the terms and conditions of this Agreement and the Lease.

### **Fire Training Centre as Emergency Operations Centre**

- 3.3 The Parties acknowledge and agree that after the date of this Agreement, the FTC shall continue to be used as the Emergency Operations Centre by the RDNO and in the event of a disaster or other emergency, the RDNO's use of the FTC as an Emergency Operations Centre shall have priority over all other uses of the FTC.

### **Maintenance and Repair of Fire Training Centre**

- 3.4 Other than expenses for those matters detailed in section 3.6, all maintenance and repair costs with respect to the FTC will be the responsibility of the Parties and shall be shared by them in accordance with their Participating Interests and on the terms and conditions of this Agreement.

### **Parties Responsible for their own use and expenses incurred**

- 3.5 Each Party shall take all reasonable steps to ensure that the FTC is left in a good and functional state of repair at all times during and following its use of the FTC. In the event that a Party becomes aware of any damage to the FTC, the Party shall forthwith report details of such damage to the Manager.
- 3.6 Each Party shall be responsible for the repair of any damage to the FTC and its furnishings or equipment caused by the Party or any of its officers, employees, member groups, renters, guests, contractors, students, volunteers, invitees or agents, reasonable wear and tear excluded.
- 3.7 Each Party shall be responsible for and pay its own expenses incurred for its own use of the FTC.

## **PART 4 FTC OPERATIONS COMMITTEE AND FTC POLICY BOARD**

### **FTC Operations Committee**

- 4.1 There will be an FTC Operations Committee comprised of representatives of each of the Parties. The RDNO's representatives on the Committee shall consist of its CAO, its General Manager of Electoral Area Services and a representative for each Firehall within its jurisdiction and each other Party's representatives on the Committee shall consist of its CAO and a representative for each Firehall within its jurisdiction. The powers, deliberations and decisions of the Committee are subject to the *Community Charter, Local Government Act* and the Bylaw.

### **Chair**

- 4.2 At the first meeting of the Committee held after December 1<sup>st</sup> in each year, the Committee must elect a chair and a vice chair who each must be a CAO of a Party. The vice chair has, during the absence, illness or other disability of the chair, all the powers of the chair and is subject to all rules applicable to the chair.

If the chair and the vice chair are not present at a meeting of the Committee, the members present may elect an acting chair who, during that meeting, has all the powers of the chair and is subject to all rules applicable to the chair. For the purposes of elections under this section, each member present at the meeting has one vote at each election for an office, provided that the CAO representing Vernon shall be entitled to three votes in accordance with section 4.8.

- 4.3 The function of the Committee chair will be to carry out the functions and duties prescribed by the Committee and, if present, to preside at meetings of the Committee. The chair of the Committee will be entitled to vote.

### **Meetings**

- 4.4 During each fiscal year of the Services, the Committee will hold at least two meetings at such times and places as the Committee may determine. The Committee chair will call additional meetings of the Committee upon the request of any member of the Committee.

### **Notice of Meetings**

- 4.5 The chair will give to each member of the Committee at least seven days' written notice of the place, date and time of any meeting, and the agenda for such meeting. The agenda will indicate the nature of the business to be transacted at the meeting. The requirement for at least seven days' notice may be waived by resolution passed at the commencement of the meeting by all members.

### **Telephone Meetings**

- 4.6 A member of the Committee may participate in a meeting of the Committee by means of telephone or other communication facilities as permit all persons participating in the meeting to hear and speak to each other and will be deemed to be present at that meeting.

### **Quorum**

- 4.7 A quorum for each meeting of the Committee will be nine members of whom at least four must be CAOs. The Parties acknowledge and agree that if the number of Parties to this Agreement changes, the Parties may revise the number for quorum for Committee meetings by the consent of the Parties.

### **Voting**

- 4.8 The Parties will endeavour to ensure that every decision of the Committee is decided by consensus and if consensus cannot be achieved despite the best efforts of the Parties, then a simple majority of the members present and voting at a duly called and constituted meeting of the Committee will make the decision. Each member present at a meeting shall be entitled to a single vote on each matter except for the CAO of Vernon who shall be entitled to three votes. A

resolution in writing signed in whole or in counterparts by all of the members of the Committee in respect of any matter falling within the competence of the Committee will be effective as if adopted at a meeting. The chair of the Committee will promptly send to the parties and each member a copy of any such resolution.

### **Minutes**

- 4.9 The chair will cause minutes of each meeting of the Committee to be kept and a copy to be circulated to each member of the Committee.

### **Decisions Binding**

- 4.10 Subject to Section 4.22, all decisions of the Committee made within its power under this Agreement will be binding on the Parties.

### **Committee's Power**

- 4.11 In addition to the powers conferred on it by any provision of this Agreement, the Committee must:
- (a) review, provide comment and recommend for the approval of the Board, the Financial Plan;
  - (b) review, and make recommendations to the Board with respect to any agreements to be entered into by the Parties;
  - (c) establish, review, and revise operational guidelines, policies and practices related to but not limited to FTC bookings, use and events;
  - (d) conduct, direct and supervise the business, affairs and operations of the Services;
  - (e) give direction to the Manager on operational matters and review and make recommendations to the Board related to the duties, priorities and performance of the Manager;
  - (f) make recommendations to the Board with respect to any amendments to this Agreement;
  - (g) initiate technical studies when deemed advisable;
  - (h) prepare plans for capital expenditures; and
  - (i) review and recommend to the Board approval of the annual financial statements of the Services prepared in accordance with section 8.2.

**FTC Policy Board**

- 4.12 There will be an FTC Policy Board comprised of one elected member from each Party. The member for each municipal Party shall be selected from its Council and the member for the RDNO shall be selected from among its Electoral Area Directors. The powers, deliberations and decisions of the Board are subject to this Agreement and the *Community Charter, Local Government Act* and the Bylaw.

**Chair**

- 4.13 At the first meeting held in each calendar year, the Board must elect a chair and a vice chair from among the members of the Board. The vice chair has, during the absence, illness or other disability of the chair, all the powers of the chair and is subject to all the rules applicable to the chair. If the chair and the vice chair are not present at a meeting of the Board, the members present may elect an acting chair who, during that meeting, has all the powers of the chair and is subject to all rules applicable to the chair. For the purposes of elections under this section, each member present at the meeting has one vote in each election for an office.
- 4.14 The function of the Board chair will be to carry out the functions and duties prescribed by the Board and, if present, to preside at meetings of the Board. The chair of the Board will be entitled to vote but will not be entitled to a second or casting vote.

**Meetings**

- 4.15 During each fiscal year of the Term, the Board will hold at minimum one meeting at such times and places as the Board may determine. The Board chair will call additional meetings of the Board upon the request of any member of the Board.

**Notice of Meetings**

- 4.16 The Board chair will give to each member of the Board at least seven days' written notice of the place, date and time of any meeting, and the agenda for such meeting. The agenda will indicate the nature of the business to be transacted at the meeting. The requirement for at least seven days' notice may be waived by resolution passed at the commencement of the meeting by all members present.

**Telephone Meetings**

- 4.17 A member may participate in a meeting of the Board by means of telephone or other communication facilities as permit all persons participating in the meeting to hear and speak to each other and will be deemed to be present at that meeting.



**Quorum**

4.18 A quorum for each meeting of the Board will be four members.

**Voting**

4.19 Each member of the Board shall be entitled to a single vote and every decision of the Board will be decided by a simple majority of the members present and voting at a duly called and constituted meeting of the Board. A resolution in writing signed in whole or in counterparts by all the members of the Board in respect of any matter falling within the competence of the Board will be effective as if adopted at a meeting. The chair of the Board will promptly send to the Parties and each member a copy of any such resolution.

**Minutes**

4.20 The Board chair will cause minutes of each meeting of the Board to be kept and a copy to be circulated to each member.

**Board's Powers**

4.21 In addition to the powers conferred on it by any provision of this Agreement, the Board shall:

- (a) review, and recommend for the approval of the Parties, the Financial Plan, the financial statements or any financial advice respecting the Services;
- (b) review, and make recommendations to the Parties with respect to (but not to approve) any agreements to be entered into by the Parties;
- (c) make recommendations to the Parties with respect to any amendments to this Agreement;
- (d) provide direction to the Manager on policy or strategic matters;
- (e) establish duties, set priorities and monitor performance of the Manager;  
and
- (f) establish expenditure authorization limits and controls.

**Limits on Powers of Committee and Board**

4.22 Despite Section 4.11 and 4.21, the Committee and the Board will not have the power, without the approval of the Parties:

- (a) to do anything for which the Parties require authorization or approval under the *Community Charter, Local Government Act*, successor legislation or other applicable enactments without the prior confirmation

from them that such authorization or approval has been obtained by each Party, as applicable;

- (b) to authorize incurring Capital Costs or Borrowing or approve a Financial Plan;
- (c) to authorize any distributions of Available Cash to the Parties;
- (d) to authorize adding a new party to this Agreement; or
- (e) to amend any term or provision of this Agreement.

### **Technical Committees**

4.23 The Committee may from time to time establish technical committees, such as a planning committee or working groups, as it considers appropriate in the circumstances. The Committee may appoint to the technical committees the Parties' Directors of Engineering or other such persons as the Committee considers appropriate.

### **Expenses**

4.24 The members of the Committee and the Board will not be entitled to be paid any compensation by the Services and any remuneration that may be paid to them in such capacity by the Parties by which they have been appointed will not form part of the Operating and Maintenance Costs of the Services. All reasonable expenses incurred, pursuant to a written expense policy which shall be established by the Committee and the Board will be reimbursed to the Parties and will form part of the Operating and Maintenance Costs.

### **Liability**

4.25 The Parties release the Committee and its members and the Board and its members and the Parties' agents of and from any and all loss, costs, damages, expenses and liabilities suffered or incurred by the Parties or any of them in respect of the matters arising out of or attributable to any negligence of, or breach of the provisions of this Agreement by the Committee or its members, the Board or its members, or the Parties' agents, in connection with the observance and performance of any of the covenants, agreements or duties of the Committee, the Board or the Parties' agents to be observed or performed under this Agreement, except losses, costs, damages, expenses and liabilities caused by the wilful wrongful act of any one or more of the Committee or its members, the Board or its members or the Parties' agents.

**PART 5      MANAGEMENT****Manager**

5.1 Subject to the terms and conditions of this Agreement, the Manager of the Services shall be Vernon.

**Manager's Duties**

5.2 The Manager, in addition to such other duties and obligations specified elsewhere in this Agreement, shall:

- (a) make recommendations to the Committee on matters relating to the Services;
- (b) prepare and distribute agenda for the Committee meetings and the Board meetings;
- (c) keep minutes of meetings of the Committee and the Board;
- (d) administer this Agreement and any agreements made by or on behalf of the Services;
- (e) make recommendations to the Committee respecting the making, amending or implementation of agreements made by or on behalf of the Parties with respect to the Services;
- (f) monitor the financial circumstances of the Parties with respect to the Services;
- (g) administer and maintain all bookings and events with respect to the FTC and the Services;
- (h) issue invoices and receive payment for user related fees and charges for the FTC and Services;
- (i) order, maintain and administer materials, supplies, inventory and equipment and pay suppliers' invoices;
- (j) maintain and manage the FTC and all Assets;
- (k) develop, publish, distribute and maintain user guides, user fee schedules and other publications for the FTC;
- (l) provide overall coordination of the FTC and the Services;
- (m) maintain training, equipment and maintenance records;

- (n) recruit, train and manage such fire technicians, instructors, support resources and facility operators necessary to deliver the Services;
- (o) seek and respond to external revenue opportunities consistent with any surplus capacity of the FTC and which generate a net benefit to the financial and training interests of the Parties;
- (p) provide fair and unbiased access to the FTC through appropriate scheduling and booking protocols;
- (q) coordinate delivery of a new recruit firefighter training course at such intervals as necessary to meet the requirements of the Parties based on the current RDNO training course or a modified version approved by the Committee;
- (r) coordinate and facilitate the delivery of training courses either through contractual arrangements with agencies such as Okanagan College, directly through the Resources of Vernon's Fire Rescue Services or the sponsorship and Resources of another Party's fire department, provided that any sponsoring fire department of a Party shall assume responsibility for registrations, logistics collection of fees and payments of all charges related to the training;
- (s) advise the Committee and Board of the failure of a Party to abide by the terms of this Agreement and subject to the direction of the Committee and Board, provide written notice to the Party of its failure to abide by any term of this Agreement;
- (t) do such other acts and things in relation to the Services as this Agreement requires or as the Committee may direct from time to time; and
- (u) generally do all things necessary or advisable in connection with the business, operation and maintenance of the FTC and the Services in accordance with this Agreement.

Except in regard to the Manager's operations within its own boundaries, none of the powers, authorities or discretions delegated to the Manager may encroach on powers, authorities or discretions properly exercisable by the Parties and the powers, authorities and discretion exercised by the Manager are subject to the direction of and guidelines established by the Committee and the Board and any other restrictions, limitations and approvals set out in this Agreement, including the limitations set out in sections 4.11, 4.21 and 4.22 and within the constraints of the Financial Plan from time to time.

### **Term**

- 5.3 The appointment under Section 5.1 shall be subject to the amendment or termination of this Agreement.

## **Liability**

- 5.4 The Parties release the Manager and the Parties' agents of and from any and all loss, costs, damages, expenses and liabilities suffered or incurred by the Parties or any of them in respect of the matters arising out of or attributable to any negligence of, or breach of the provisions of this Agreement by the Manager or the Parties' agents, in connection with the observance and performance of any of the covenants, agreements or duties of the Manager or the Parties' agents to be observed or performed under this Agreement, except losses, costs, damages, expenses and liabilities caused by the wilful wrongful act of any one or more of the Manager or the Parties' agents.

## **Operations**

- 5.5 The Manager will administer, operate and maintain the Services on behalf of the Parties, subject to this Agreement and the Bylaw.
- 5.6 The Parties agree that in order to operate the Services, the Manager may assign responsibilities to its employees or contractors and use its own Resources to coordinate the Services. The costs of these employees or contractors or Resources may be included in the Financial Plan.

## **Parties' intention to achieve long-term savings**

- 5.7 The Parties acknowledge and agree that the intent of this Agreement is to realize long term savings through the elimination of corporate overhead costs and by the provision of booking and post-use inspection functions by the Manager and its Resources and by utilizing existing capacity where available where possible and at no cost to the Parties. To achieve these savings, the Parties agree that the Manager shall use its own Resources to:

coordinate and schedule all FTC bookings and other scheduling; and

manage FTC operations and any maintenance necessary to maintain and preserve the FTC in a good state of repair for use by the Parties, provided that the Parties shall share the costs of operations and maintenance in accordance with the Financial Plan and their respective Participating Interests.

## **PART 6 FINANCES**

### **Bank Accounts, Deposits, Disbursement and Investment of Funds**

- 6.1 The Manager may open and maintain an Account. All funds receivable by the Services will upon receipt be deposited in the Account. Any payment required to be made on behalf of the Services will be made out of the Account. The Manager's officers and employees on behalf of the Services must, subject to this Agreement, prepare accounts receivable and payable, prepare Financial Plans,

report quarterly to the Manager and pay a Party for work done under Part 5, and may invest any surplus funds in the Account in the manner approved by the Committee from time to time.

### **Cash Requirements**

- 6.2 The Parties will take all reasonable steps to ensure that sufficient funds are available in the Account to allow the Parties to complete transactions called for by agreement of the parties under this Agreement.

### **Application of Available Cash**

- 6.3 Available Cash will be applied to pay Operating and Maintenance Costs as they fall due or in the normal course of operations.

### **Place of Payments**

- 6.4 All payments made under this Agreement for the Services will be made into the Account operated by the Manager under section 6.1 of this Agreement.

### **Apportionment of Costs**

- 6.5 All Costs will be apportioned between the Parties in accordance with the cost apportionment detailed in Appendix "B" attached to this Agreement.

### **Payment for Manager**

- 6.6 It is a fundamental term of this Agreement that the Parties make all payments to the Manager for Costs incurred in the provision of the Services as required by this Agreement. These costs shall include all costs paid by the Manager pursuant to the Lease, including those costs detailed in sections 5.0, 7.1, 7.2, 7.5, 9.3, 9.5, 10.1, 12.1, 13.1 and 14.1 of the Lease, and all other costs payable by the Manager to the RDNO pursuant to section 6.11 below. The Manager will issue an invoice to each Party before the end of February in each calendar year during the Term of this Agreement commencing in 2013.
- 6.7 Each Party must pay to the Manager, by March 31<sup>st</sup> of each calendar year during the Term of this Agreement, the following amounts:
- (a) its share of the anticipated Operating and Maintenance Costs on the basis of the Operating and Maintenance Financial Plan described in section 7.5 and the Operating and Maintenance Costs apportionment described in section 6.5 in respect of that calendar year; and
  - (b) its share of the Capital Costs on the basis of the Capital Financial Plan described in section 7.6.

- 6.8 The Manager must, in February of each calendar year during the Term of this Agreement, make an adjustment for the previous calendar year to reflect the actual amounts payable for Operating and Maintenance Costs by each Party under section 6.7(a). Any overpayment by a Party for the previous year shall be held by the Manager without allowance for interest and shall be set off against the amounts payable by the Party under this Agreement. Conversely, any shortfall in a payment by a Party for the previous year shall be added to the amount owing under section 6.7(a) above.
- 6.9 If a Party defaults in payment of any portion of an amount payable under section 6.7, the entire amount payable shall immediately become due and payable as a debt due and owing to the Manager and shall bear Interest until the debt is paid in full. Without prejudice to any other right or remedy the Manager may have, the Manager may, at its sole discretion, and without terminating this Agreement, interrupt the provision of the Services to the defaulting Party if the Party fails to pay any amount due and owing under this Agreement within 60 day's written notice to the Party of a default in payment.
- 6.10 A Party's payment under section 6.7 is a credit in respect of that Party's obligations under this Agreement in relation to Operating and Maintenance Costs and Capital Costs.
- 6.11 All Costs directly attributable to the ownership, lease, operations, repair, replacement or maintenance of the FTC incurred by RDNO will be reimbursed to the RDNO by the Manager and such Costs shall form part of the Costs to be apportioned between the Parties in accordance with section 6.5.

## **PART 7 FINANCIAL PLANS**

### **Fiscal Year**

- 7.1 The fiscal year end of the Services shall be December 31<sup>st</sup> in each year during the Term of this Agreement.

### **Provisional Financial Plans**

- 7.2 By or before January 31<sup>st</sup> in each year during the Term of this Agreement, the Manager shall submit a Financial Plan to each of the Committee and the Board for their review and approval. Upon the Financial Plan being reviewed and recommended for approval by the Committee under section 4.11 and the Board under section 4.21, the Financial Plan shall be provided to the Parties by or before February 28<sup>th</sup> in each year during the Term of this Agreement for their review and approval.

### **Effective Date of Financial Plan and dispute resolution**

- 7.3 A Financial Plan shall become effective and binding on all of the Parties upon the approval of at least two-thirds (2/3) of the Parties which must include Vernon and

the RDNO and shall apply to the entire fiscal year and not only that portion of the fiscal year remaining after at least two-thirds (2/3) of the Parties, including Vernon and the RDNO, have approved it. A Party that is unable or unwilling to approve a Financial Plan may seek to have the matter resolved by the Dispute Resolution mechanisms detailed in Part 14 of this Agreement.

### **Financial Plan**

- 7.4 The Financial Plan must include an Operating and Maintenance Financial Plan and Capital Financial Plan. The Financial Plan may include a reserve provision to secure incremental funding for future capital additions, replacements or improvements. The parties acknowledge and agree that the planning period for the Financial Plan shall be five years being the year in which the Financial Plan is specified to come into force and the following four years. The Parties also acknowledge and agree that the Financial Plan may be amended at any time with the approval of the Committee, the Board and the Parties to this Agreement.

### **Operating and Maintenance Financial Plan**

- 7.5 The Operating and Maintenance Financial Plan will set out in reasonable detail the proposed operations, maintenance, works and undertakings to be carried out in respect of the Services and will include for such fiscal year the amount, by category, of each component of Operating and Maintenance Costs and will indicate the amount of such Operating and Maintenance Costs estimated to be payable by each Party in accordance with the provisions of this Agreement, after taking into consideration anticipated revenues.

### **Capital Financial Plan**

- 7.6 The Capital Financial Plan will set out in reasonable detail all Capital Costs for the next five fiscal years and will include for each fiscal year the amount, by category, of each component of Capital Costs and will indicate the amount of such Capital Costs estimated to be payable by each Party in accordance with the provisions of this Agreement, after taking into consideration anticipated revenues.

### **Operations in Conformity with Financial Plans**

- 7.7 Except as permitted by the unanimous direction of the Parties, subject to the advice and recommendations of the Board, all operations of the Services in each fiscal year will be conducted in conformity with the Financial Plan applicable to that fiscal year approved by the Parties.

### **Effect of Approved Financial Plans**

- 7.8 The Manager, and any designated Party, as applicable under Part 5, will implement the approved Financial Plan and carry out all activities and operations of the Services in accordance therewith. The Manager, and any designated



Party, as applicable under Part 5, will not, without the approval of the Committee and Board (who may require the approval of the Parties under Section 4.22) incur or commit in any fiscal year on behalf of a Party any expenditure not provided for in the applicable Financial Plan.

#### **Manager to advise of any material change from Financial Plan**

7.9 The Manager shall advise the Committee and the Board as soon as practicable in the event of any material change in financial circumstances in respect of the Services and the Financial Plan.

### **PART 8 REPORTS AND RECORDS**

#### **Accounting Books and Records**

8.1 The Manager shall be responsible for the maintenance of adequate accounts, books and records and the allocation between the Parties of Operating and Maintenance Costs and Capital Costs and will use reasonable efforts to ensure that such accounts, books, records and financial reports meet reasonable accounting and tax reporting requirements of each Party. The Manager shall also be responsible for the preparation of financial reports to be furnished to the Committee and the Board.

#### **Annual Financial Reports**

8.2 The Manager shall take all necessary steps to provide for the issuance of audited financial statements in respect of the Services as soon as practicable in each year during the term of this Agreement which audited financial statements shall be furnished to the Committee, the Board and the Parties.

#### **Location and Access to Records**

8.3 The Manager will cause all books and records of the Services to be kept in its offices, and the Manager will permit each Party, its accountants and other representatives, at that Party's own expense and at all reasonable times to examine and make copies of any and all documents under the control of the Manager and relating to the Services.

### **PART 9 RESTRICTIONS ON DISPOSITION**

#### **No disposal of assets**

9.1 A Party will not sell, assign, pledge, mortgage or otherwise dispose of its interest in this Agreement and the Assets, except in accordance with Parts 11 or 12 of this Agreement.

**No partition or sale**

- 9.2 Without limiting section 2.9, each of the Parties hereby irrevocably and conclusively waives the benefits of all provisions of law relating to actions for a partition or sale of real and personal property including, without limitation, the *Partition of Property Act*, R.S.B.C. 1996, c. 347, and each of the Parties agrees with the others that it will not cause any action at law or in equity for a partition or sale of any real or personal property that forms part of the Assets or seek administration in respect thereof.

**PART 10 LIABILITY FOR THE SERVICES****Liability and Indemnification**

- 10.1 If a claim by any third party arising out of the operations of the Services is made against the Parties or any of them, each of the Parties will share the liability (including interest and legal fees on a solicitor and client basis) for the claim prorated to its Participating Interest and will indemnify and save harmless the other Parties against liability for the claim to the extent of its Participating Interest. Notwithstanding the foregoing, where a claim arises from the negligence or wilful misconduct of a Party, then that Party will be fully liable for such claim and will indemnify and save harmless the other Parties from any liability with respect to such claim.

**Notice of Claims**

- 10.2 Each Party against whom a claim is advanced with respect to the Services shall give prompt and timely notice of that claim to the other Parties and subject to section 10.1, will allow the other Parties to participate in the defence, negotiation or settlement of such claim with the Parties each contributing towards the costs of defending and settling the claim pro rata and in accordance with their Participating Interests.

**PART 11 DEFAULT****Default**

- 11.1 The occurrence of any of the following events will be an Event of Default by a Party under this Agreement:
- (a) subject only to Force Majeure, the failure of a Party to perform or observe any of its covenants or agreements in this Agreement, if such failure is not cured within 45 days of written notice from the Manager or the other Parties specifying such failure;
  - (b) a Party:
    - (i) becomes insolvent;

- (ii) commits an act of bankruptcy;
  - (iii) makes a general assignment for the benefit of its creditors; or
  - (iv) acknowledges its insolvency; or
- (c) a statutory trustee, provincial agent, receiver or receiver-manager is appointed in respect of any property or asset of a Party and is not discharged within 45 days.

### **Remedies upon an Event of Default**

11.2 Upon the occurrence of an Event of Default by or with respect to a Party and receipt by the defaulting Party of a written notice from the Manager:

- (a) the defaulting Party's Participating Interest shall, within 30 days of receipt by the defaulting Party of the written notice from the Manager, be assumed by the remaining Parties in accordance with this Agreement free and clear of all liens, charges and encumbrances, other than security for liabilities incurred in the operation of the Services,
- (b) the defaulting Party shall, within 30 days of receipt by the defaulting Party of the written notice from the Manager, pay to the Manager all monies due and owing by the defaulting Party under this Agreement including all of those costs payable under section 6.7 of this Agreement for the calendar year in which the defaulting Party disposes of its Participating Interest under subsection 11.2(a);
- (c) the defaulting Party shall, on the date that the defaulting Party's Participating Interest is assumed by the remaining Parties under subsection 11.2(a), have no further interest in the Services;
- (d) upon the disposal of the defaulting Party's Participating Interest in accordance with subsection 11.2(a), the Costs formerly paid by the defaulting Party shall be re-apportioned to the remaining Parties pro-rated on the basis of their Participating Interests; and

The rights and procedures set forth in this Section 11.2 will be concurrent with and in addition to and without prejudice to any other rights or remedies at law or in equity which any Party may have in respect of an Event of Default.

## **PART 12 TERM, WITHDRAWAL AND TERMINATION**

### **Term**

12.1 This Agreement takes effect on the Reference Date of this Agreement and will continue in force until five years from the Reference Date of this Agreement or

the termination of the Lease, whichever occurs first, provided that this Agreement may be renewed, amended or terminated by mutual agreement of all Parties in writing in and in accordance with the provisions of the *Community Charter* and the *Local Government Act*.

### **Withdrawal**

- 12.2 A party may withdraw from this Agreement by adopting a withdrawal bylaw and delivering a copy to the other Parties on or before December 31<sup>st</sup> of the calendar year that is one year prior to the Withdrawal Date of the withdrawing Party, subject to the following conditions:
- (a) the withdrawing Party shall continue to enjoy all rights and shall maintain all obligations under this Agreement until the Party's Withdrawal Date and the withdrawing Party shall make all payments required by this Agreement, including those specified in section 6.7, until the Party's Withdrawal Date;
  - (b) the withdrawing Party's Participating Interest in the Available Cash as of the Withdrawal Date shall be returned to the withdrawing Party within 60 days of the Withdrawal Date;
  - (c) subject to subsection 12.2(b), all other Costs paid by the withdrawing Party up to and including the Withdrawal Date are deemed to be Assets and on and after the Withdrawal Date of the Party withdrawing, shall be the Assets of the remaining Parties in accordance with this Agreement and free of any claims or interest by the withdrawing Party; and
  - (d) upon the Withdrawal Date of the withdrawing Party, the Costs formerly paid by the withdrawing Party shall be re-apportioned to the remaining Parties pro-rated on the basis of their Participating Interests.

### **Actions on Termination**

- 12.3 Upon the termination of this Agreement and the Services, other than pursuant to Section 12.2, unless the Parties otherwise agree, the Parties will appoint a liquidator to act on their behalf to realize the Assets, satisfy all Services liabilities and pay the balance of the proceeds of realization to the Parties in proportion to their Participating Interests at the time. Each of the Parties will be entitled to bid for and purchase the whole or any part of the Assets on liquidation.

### **No termination while in dispute resolution process**

- 12.4 Despite any other provisions of this Agreement, a Party may not withdraw from or terminate this Agreement during any attempt to resolve issues through the dispute resolution process set out in Part 14 of this Agreement.

**Survival of Obligations**

12.5 The provisions of this Part 12 and all other provisions of this Agreement necessary to give full effect thereto will survive the termination of this Agreement and, despite termination of this Agreement or the Services; no Party will by reason of such termination be relieved of any obligation or liability toward any other Party accrued hereunder prior to termination, all of which will remain unenforceable until fully satisfied.

**Extension or Replacement of Agreement**

12.6 At least one year prior to the end of the Term, the Parties will negotiate and endeavour to reach agreement on a replacement of this Agreement.

**PART 13 NEW PARTY****Applicable Conditions**

13.1 A new party may become a Party under this Agreement:

- (a) by enacting the Bylaw; and
- (b) by entering into an Agreement with the existing Parties that contains all of the terms and conditions set out in this Agreement; and
- (c) with the unanimous consent of the existing Parties.

**Repayment of Costs**

13.2 The new Party shall, on the date of entering into the Agreement referred to in paragraph 13.1, pay to the Services a sum mutually satisfactory to the existing Parties and the new Party.

**PART 14 DISPUTE RESOLUTION**

14.1 If a dispute arises between any of the Manager, the Committee, suppliers, FTC users or the public with respect to the FTC or this Agreement, then the matter shall first be referred to the Board for resolution and failing resolution, then the matter shall be referred to the Parties for resolution.

14.2 If the Parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or unable to resolve any other issue relating to this Agreement, the Parties agree to the following process in the order it is set out:

- (a) the Party initiating the process will send written notice to the other Party;

- (b) the Parties will promptly, diligently and in good faith take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute;
- (c) if the Parties are unable to negotiate a resolution under paragraph (b) within 30 days, either party may request the Province of British Columbia to assist in resolving the dispute, but not to make a binding decision;
- (d) if the Parties are unable to negotiate a resolution within 60 days of the date the written notice was sent advising of the dispute, the Parties may employ the inter-municipal dispute resolution provisions of the *Community Charter*; and
- (e) if the Parties are unable to resolve the dispute under paragraph (d), the Parties will refer the matter to a single arbitrator under the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55 or any successor legislation and to accept the arbitration ruling as final and binding. If the Parties are unable to agree on a single arbitrator within 60 days following the end of mediation, the British Columbia International Commercial Arbitration Centre will appoint an arbitrator. The arbitration will follow the rules of the *Commercial Arbitration Act* unless the parties agree otherwise.

14.3 Unless otherwise agreed by the Parties or ordered by an arbitrator, each Party will pay an equal share of the costs for the dispute resolution process.

## **PART 15 GENERAL**

### **Notices**

15.1 Any notice or other communication hereunder will be in writing and will be given by the delivery or rendering thereof to its addressee by hand, by prepaid first class mail or by facsimile transmission, to the address below:

- (a) If to Vernon:  
3400 - 30th Street  
Vernon, B.C., V1T 5E6  
  
Attention: Corporate Officer
- (b) If to Coldstream:  
9901 Kalamalka Road,  
Coldstream, B.C., V1B 1L6  
  
Attention: Corporate Officer

- (c) If to Lumby:  
Box 430  
1775 Glencaird Street  
Lumby, B.C., V0E 2G0  
  
Attention: Corporate Officer
- (d) If to Spallumcheen:  
4144 Spallumcheen Way  
Spallumcheen, B.C., V0E 1B6  
  
Attention: Corporate Officer
- (e) If to Armstrong:  
Box 40  
Armstrong, B.C., V0E 1B0  
  
Attention: Corporate Officer
- (f) If to Enderby:  
Box 400  
Enderby, B.C., V0E 1V0  
  
Attention: Corporate Officer
- (g) If to RDNO:  
9848 Aberdeen Road  
Coldstream, B.C., V1B 2K9  
  
Attention: CAO

Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission. Each party will notify the other parties of any change of address.

#### **Agreement supersedes all other agreements**

15.2 This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and replaces and supersedes all previous agreements between the parties relating to the subject matter hereof.

#### **No partnership, agency or joint venture**

15.3 The Parties expressly disclaim any intent to create a legal partnership under the common law or *Partnership Act*, an agency or a joint venture with respect to the Services or the ownership or operation of the Assets, and disclaim any intent to

create a partnership with respect to the exercise of their rights under this Agreement, the administration of the Assets or any other matter relating to this Agreement. Except as provided in this Agreement, none of the Parties will have any authority, actual or implied, to act for the other as agent or otherwise or to bind the others, without the prior written consent of the others.

### **Amendments**

15.4 This Agreement may not be modified or amended except by written agreement of all the Parties hereto and in accordance with the Bylaw.

### **Enurement**

15.5 This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns hereunder.

### **Completion of Agreements**

15.6 Subject to any approval of the Councils of Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby and the Board of the RDNO required by statute, each of the parties will cooperate fully and take all reasonable steps to negotiate, finalize and execute all agreements, instruments and other documents contemplated by or related to this Agreement.

### **Further Assurances**

15.7 Each party will perform any act and execute and deliver any document reasonably required by any other party, to carry out the terms of this Agreement in accordance with the true intent and meaning hereof.

### **Appendices**

15.8 The following Appendices are attached to and form part of this Agreement:

- (a) Appendix "A" – Fire Training Centre Lease Agreement
- (b) Appendix "B" - Participating Interest and Cost Apportionment
- (c) Appendix "C" – Assets

### **Statutes**

15.9 The obligations of the parties under this Agreement are always subject to the requirements of the *Community Charter, Local Government Act*, and other applicable enactments.



IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**CITY OF VERNON**

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

Per: \_\_\_\_\_  
Corporate Officer

**DISTRICT OF COLDSTREAM**

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

Per: \_\_\_\_\_  
Corporate Officer

**VILLAGE OF LUMBY**

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

Per: \_\_\_\_\_  
Corporate Officer

**TOWNSHIP OF SPALLUMCHEEN**

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

Per: \_\_\_\_\_  
Corporate Officer

**CITY OF ARMSTRONG**

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

Per: \_\_\_\_\_  
Corporate Officer

**CITY OF ENDERBY**

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

Per: \_\_\_\_\_  
Corporate Officer

**REGIONAL DISTRICT OF NORTH OKANAGAN**

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

Per: \_\_\_\_\_  
Corporate Officer

**APPENDIX "A"**

**LEASE AGREEMENT**



Appendix A - Lease  
Agreement

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**FIRE TRAINING CENTRE LEASE AGREEMENT**

**BETWEEN:**

**REGIONAL DISTRICT OF NORTH OKANAGAN**

(the "Regional District")

**AND:**

**THE CITY OF VERNON**

("Vernon")

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**THIS LEASE** made as of 1<sup>st</sup> day of January, 2013

**BETWEEN:**

**REGIONAL DISTRICT OF NORTH OKANAGAN**, a regional district incorporated under the *Local Government Act*, having offices at 9848 Aberdeen Road, Coldstream, British Columbia, V1B 2K9  
(hereinafter called "**Regional District**")

OF THE FIRST PART

**AND:**

**THE CITY OF VERNON**, a municipality incorporated under the *Local Government Act*, having offices at 3400 - 30th Street, Vernon, British Columbia, V1T 5E6  
(hereinafter called "**Vernon**")

OF THE SECOND PART

**WHEREAS:**

- A. The Regional District is the Lessee under a Lease agreement with the Province dated for reference February 9<sup>th</sup>, 1984 (the "Landfill Lease") and attached hereto as Schedule "B";
- B. Under the terms of the Landfill Lease, the Province agreed to lease to the Regional District the Landfill Site herein defined for a period of thirty (30) years commencing May 9<sup>th</sup>, 1984 and continuing until May 8<sup>th</sup>, 2014;
- C. The FTC herein defined is located on a portion of the Landfill Site;
- D. The Regional District and Vernon have entered into an agreement (the "FTC Agreement") whereby Vernon and other municipalities located within the Regional District will use the FTC for fire training and other related purposes;
- E. Under the terms of the FTC Agreement, Vernon has agreed to act as manager of the FTC on behalf of the parties to the FTC Agreement, including the Regional District;
- F. In conjunction with the FTC Agreement, the Regional District and Vernon wish to enter into this Lease as a sub-lease under the terms of the Landfill Lease and upon and subject to the following covenants and conditions which each of the Regional District and Vernon respectively covenants and agrees to keep, observe and perform to the extent that the same are binding or expressed to be binding upon it; and



- G. Section 176(1)(b) of the *Local Government Act* empowers the Regional District to enter into this Agreement with Vernon and section 23 of the *Community Charter* empowers Vernon to enter into this Agreement with the Regional District in respect of the FTC and the other terms and conditions of this Agreement.

## 1.0 DEFINITIONS AND INTERPRETATION

- 1.1. In this Lease the following words shall have the following meanings:

- (a) "Commencement Date" means the reference date of this Lease;
- (b) "Environmental Contaminants" means any substance which, when released on to the Leased Premises, or into the natural environment, is likely to cause, at any time, material harm or degradation to the Leased Premises, or to the natural environment or material risk to human health and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chlorofluorocarbons, hydro chlorofluorocarbons, urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or other toxicity, pollutants, contaminants, hazardous wastes, toxic substances declared to be hazardous or toxic or a pollutant, dangerous goods, deleterious substances, effluent, hazardous waste or special waste, or words of similar meaning under any laws now or enacted in the future, which affect or apply to Leased Premises, the Regional District, Vernon, or any of them;
- (c) "Environmental Laws" means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any governmental authority with respect to environmental protection or regulating, controlling, licensing or prohibiting Environmental Contaminants, and which are in force during the Term of this Lease;
- (d) "FTC" means the Fire Training Centre and appurtenances located at 300 Pottery Road, Vernon, British Columbia as more particularly described in Schedule "A";
- (e) "FTC Agreement" means the Fire Training Centre Agreement between the Regional District, Vernon and other municipalities of the Regional District dated for reference January 1, 2012
- (g) "GAAP" means the generally accepted accounting principles (including the methods of application of the principles) established by the Canadian Institute of Chartered Accountants;
- (h) "Improvements" means the improvements that exist on the Leased Premises as at the Commencement Date;

- (i) "Interest" means the interest on any amount payable by a Party to this Agreement that is not paid when due and shall be payable from the date on which an amount became due to the date on which it is paid, compounded annually not in advance, at the annual percentage rate of interest that is 2% greater than the annual percentage interest rate charged from time to time by the Royal Bank of Canada, Main Branch, 1025 West Georgia Street, Vancouver, British Columbia for Canadian dollar loans and published by the Royal Bank of Canada as its prime rate;
  - (j) "Landfill" means the Regional District Landfill located on the Landfill Site at Pottery Road, Vernon, B.C.;
  - (k) "Landfill Lease" means the lease agreement between the Regional District and the Province dated for reference February 9<sup>th</sup>, 1984 and attached hereto as Schedule "B";
  - (l) "Landfill Site" means the lands and premises legally described in the first Schedule to the Landfill Lease;
  - (m) "Leased Premises" means the FTC and appurtenances and that part of the Landfill Site as more particularly described in Schedule "A";
  - (n) "LTO" means the Land Title Office in Kamloops, British Columbia;
  - (o) "Province" means Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Lands, Parks and Housing, or such successor department as may now have responsibility for the Landfill Lease;
  - (p) "Reference Date" means the reference date of this Lease on page 1;
  - (q) "Rent" means the Rent detailed in section 4.1 and any other sum required to be paid to the Regional District by Vernon pursuant to the provisions of this Lease;
  - (r) "Tenant's Work" means the work as more particularly described in Section 7.1; and
  - (s) "Term" means the period from the Reference Date until and including May 8, 2014 unless shortened by any of the events detailed in section 3.2 or extended in accordance with section 28 of this Lease.
- 1.2. All the provisions of this Lease shall be deemed and construed to be covenants and agreements as though the words specifically expressing or importing such covenants and agreements were used in each separate provision hereof.
- 1.3 For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:

- (a) "Agreement" means this Agreement as from time to time supplemented or amended by one or more agreements entered into pursuant to the applicable provisions of this Agreement together with all other attachments to it and reference to a Part or a Section means the corresponding Part or Section of this Agreement;
- (b) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (c) an accounting term not otherwise defined in this Agreement has the meaning assigned to it, and except as otherwise directed in this Agreement, every calculation to be made under this Agreement is to be made in accordance with GAAP;
- (d) except as otherwise expressly provided, all references to currency mean Canadian currency;
- (e) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;
- (f) unless otherwise indicated in this Agreement, words in this Agreement shall have the same meaning as words defined in the *Community Charter* or *Local Government Act*;
- (g) reference in this Agreement to a particular numbered paragraph, article or section, or lettered appendix is a reference to the correspondingly numbered paragraph, article, or section, or lettered appendix of this Agreement;
- (h) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act* (British Columbia), and includes a reference to an enactment of the Regional District or Vernon as applicable;
- (i) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
- (j) reference in this Agreement to a party is a reference to a party of this Agreement.

**2.0 DEMISE**

- 2.1. In consideration of the rents, covenants and agreements contained in this Lease on the part of Vernon to be paid, observed and performed, the Regional District does hereby demise and lease unto Vernon and Vernon does hereby take and rent, upon and subject to the conditions hereinafter expressed, the Leased Premises.
- 2.2. Vernon acknowledges and agrees that it has no greater interest in the Leased Premises than the Regional District has under the Landfill Lease. To the extent that any right or benefit conferred by this Agreement contravenes or is incompatible with the Landfill Lease, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Landfill Lease.

**3.0 TERM AND CONDITIONS**

- 3.1. This Lease takes effect on the Reference Date and, subject to sections 3.2 and 3.3, shall continue in force until May 8, 2014, provided that this Lease may be extended in accordance with section 28 or otherwise renewed, amended or terminated in accordance with the provisions of this Lease, the *Community Charter* and the *Local Government Act*.
- 3.2. This Lease shall terminate before the end of the Term upon the occurrence of any of the following events which occur during the Term:
- (a) the Landfill Lease is terminated and the Regional District is unable to renew the Landfill Lease or purchase the Landfill Site;
  - (b) the termination of the FTC Agreement; or
  - (c) the written agreement of the parties.
- 3.3. This Agreement is subject to the following conditions being satisfied before December 31, 2012:
- (a) Publication of a Notice of Disposition under section 187 of the *Local Government Act*;
  - (b) Approval of the terms and conditions of this Agreement by the Regional District Board and Vernon Council;

and as these lease conditions are for the benefit of both parties, they may not be waived by either party. Further, each Party reserves the right to review its decision based on the results of the Notice of Disposition.

**4.0 RENT**

- 4.1. Vernon shall pay Rent in yearly instalments of One Dollar (\$1.00), which are to be paid on the Commencement Date, and annually on that date every year following during the Term of the Lease.

**5.0 PAYMENT OF RENT**

- 5.1. Vernon will pay to the Regional District, at the office of the Regional District, in lawful money of Canada, the Rent hereby reserved without any setoff, abatement or reduction whatsoever and at the times herein specified.
- 5.2. Any items that are usually adjusted between landlords and tenants shall be adjusted as at the Commencement Date and at the termination of the Term and the amount of any such adjustment shall be paid by the one party to the other party when such amount is determined.
- 5.3. Any sums, costs, expenses, or other amounts from time to time due and payable by Vernon to the Regional District under the provisions of this Lease, and whether or not expressed to be Rent or not, may at the option of the Regional District be treated as and be deemed to be Rent, in which event the Regional District will have all the remedies for the collection of such sums, costs, expenses, interest, or other amounts, if unpaid after demand, as in the case of Rent in arrears, but this stipulation shall not prejudice or affect any other remedy of the Regional District under this Lease.

**6.0 TITLE AND CONDITION**

- 6.1. The Leased Premises are leased subject to:
- (a) the statutory exceptions to title as set out in Section 23 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended from time to time;
  - (b) any state of fact which an accurate survey or physical inspection of the Leased Premises might show; and
  - (c) all applicable zoning regulations, rules and ordinances, building restrictions and other laws now in effect or hereafter adopted by an authority having jurisdiction.
- 6.2. Vernon acknowledges to the Regional District that Vernon has made a physical inspection of the Leased Premises and has found the same to be satisfactory for the purposes of Vernon. With the exception of the obligations of the Regional District contained herein, Vernon is leasing the Leased Premises on an "as is, where is" basis, and in particular, Vernon will be responsible for the maintenance, repair and administration of the Leased Premises in accordance with the provisions of this Lease and the FTC Agreement.

**7.0 OBLIGATIONS OF VERNON**

7.1. Vernon will, at its expense, undertake and complete the following work (the "Work") during the Term:

- (a) act as Manager of the FTC in accordance with the FTC Agreement;
- (b) repair, maintain and operate the Leased Premises and do all things in accordance with the Landfill Lease, the FTC Agreement and this Lease;
- (c) maintain all fixed assets of the Leased Premises in as good or better state of repair as existed at the Commencement Date;
- (d) maintain the exterior of the Leased Premises so as to control weeds and to ensure that the Leased Premises have an attractive and well-kept appearance;
- (e) maintain all existing fencing at the Leased Premises for which approval to remove has not been obtained;
- (f) make improvements to the Leased Premises provided such improvements are approved in writing by the Regional District; and
- (g) comply with all Regional District bylaws and regulations and all enactments.

7.2. In addition to the Work detailed in section 7.1 above, Vernon shall also:

- (a) investigate and respond to all complaints arising from FTC activities and operations;
- (b) ensure that the Regional District is reimbursed for any expenses relating to the Leased Premises for which Vernon, as Manager of the FTC under the FTC Agreement, should be responsible;
- (c) ensure that all expenses are paid, all invoices issued and all accounting and financial matters relating to the FTC are administered in accordance with the FTC Agreement.

7.3. Vernon shall not:

- (a) permit outdoor storage of materials or equipment unrelated to day to day operations of the Leased Premises;
- (b) remove trees, fences or other fixtures unless written permission is first obtained from the Regional District;
- (c) undertake improvements to the Leased Premises unless written

permission is first obtained from the Regional District; or

- (d) do anything that is contrary to the Landfill Lease, this Lease or the provisions of the FTC Agreement.

7.4. The Work will be done in a good and workmanlike manner in accordance with all applicable building and zoning ordinances and all applicable laws, orders, rules, regulations and requirements of all federal, provincial and civic governments and agencies.

7.5. If required, the Regional District and Vernon agree that Vernon shall pay all costs associated with any survey field work and plan preparation which may be completed by a qualified British Columbia land surveyor identified by or agreed upon by Vernon, provided that they are acceptable to the Regional District, acting reasonably. Vernon shall also pay all costs associated with registration of this Agreement at the LTO.

7.6. Vernon acknowledges and agrees that it is aware of the passive venting of Landfill gases such as methane on the Landfill Site and it shall take all necessary precautions to avoid fires or other activities that may affect the Landfill gases or any activities carried on at the Landfill.

**8.0 RIGHTS AND OBLIGATIONS OF THE REGIONAL DISTRICT**

8.1. The Regional District, in its sole discretion, will retain the right to do the following with regard to the Leased Premises:

- (a) access and use the FTC when necessary for use as an emergency operations centre;
- (b) maintain and secure storage of emergency operations files, equipment and materials;
- (c) at its own expense, install, operate and maintain utilities and telecommunications services in support of emergency operations for the Regional District;
- (d) use and maintain FTC equipment and storage space necessary for the handling and distribution of emergency materials, including sandbags;
- (e) access the Leased Premises and facilities at all times necessary to conduct environmental air, soil and water sampling, testing and remediation in, on or about the Leased Premises;
- (f) access the Landfill at all times necessary through the Leased Premises;
- (g) remove, install, place, replace, operate or maintain soils, landscaping, irrigation and other materials in, on or about the Leased Premises and to

grade same as may be necessary for Landfill gas containment, groundwater or surface water drainage and/or capping, and proper closure of waste filled areas within the Leased Premises; and

- (h) remove, install, place, replace, operate or maintain drainage catchment and discharge for the Leased Premises, except for oil/water separator clean out which shall remain the responsibility of Vernon.

#### **9.0 COMPLIANCE WITH LAWS**

- 9.1. Vernon will promptly comply with, observe and fulfil the provisions of all laws, by-laws, regulations, orders, rules and requirements of all authorities having jurisdiction over and which relate to the Leased Premises, and will observe and comply with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the Leased Premises and any equipment used in connection therewith.
- 9.2. Vernon will not use or occupy the Leased Premises or any part thereof, or suffer or permit the same to be used or occupied, for any unlawful purpose, nor for any dangerous, noxious or offensive trade or business, nor for any purpose likely to cause any public or private nuisance or which will endanger the general public or neighbouring occupiers.
- 9.3. Vernon will procure and pay for all necessary permits, licenses and other authorizations, from time to time required for the Work.
- 9.4. Vernon will not suffer or permit any builder's liens, judgments or other liens, charges or other privileges of whatever nature to be registered against the Leased Premises or against title to the Landfill Site or any portion thereof, by reason of any work, labour, services or materials supplied or claimed to have been supplied to the Leased Premises or to Vernon or anyone having a right to possession of the Leased Premises or any part thereof and should any such lien or privilege be so registered, Vernon shall discharge the same forthwith, either by payment in full of such lien or privilege or by payment into court pursuant to the *Builders' Lien Act* or other applicable legislation, and if Vernon fails or neglects so to do within thirty (30) days of such registration, the Regional District may, but without obligation so to do, pay and discharge such lien or privilege. Vernon may commence legal action in the name of the Regional District in order to remove such a lien or privilege provided that Vernon shall indemnify and save the Regional District harmless from all costs and expenses related thereto.
- 9.5. Vernon will procure, maintain and pay for, or cause to be procured, maintained and paid for, full Workers' Compensation coverage in respect of all workers, employees, servants and others engaged in the Work or by Vernon or any payment similar thereto which in the future may be required to be paid by Vernon.



**10.0 TAXES AND IMPOSITIONS**

10.1. Vernon will pay, without duplication, during the Term when due:

- (a) taxes, rates, duties, assessments, whether municipal, school or otherwise, both general and special, now or hereafter levied, rated, assessed or imposed upon or in respect of the Leased Premises;
- (b) taxes which now or hereafter may be levied or assessed against or payable by the Regional District or Vernon on account of the leasing or use of the Leased Premises or any part thereof, including without limitation any value added tax, business transfer, multi-stage or other sales tax in respect of revenue received by the Regional District from leasing the Leased Premises save and except income taxes that are personal to the Regional District and taxes that are based on the capital of the Regional District;
- (c) all charges for water, sewer, gas, telephone, electricity and other utility and communication services used on or about the Leased Premises;
- (d) all license, inspection and like fees and charges now or hereafter required to be paid in connection with the operation of the business of Vernon from the Leased Premises.

10.2. Vernon shall forthwith pay each sum required to be paid by Vernon under Section 10.1., and within thirty (30) days after the due date of payment of each such sum, deliver to the Regional District evidence satisfactory to the Regional District of such payment, required by the Regional District, and if Vernon should fail to pay any such sum when the same is due, the Regional District may, but shall not be obliged to, pay the same without notice to Vernon.

**11.0 INSPECTION**

11.1. Upon reasonable notice to Vernon, it shall be lawful for the Regional District, its employees or agents during normal business hours during the Term to enter upon the Leased Premises for the purpose of inspecting the same, for the purpose of showing the Leased Premises to a prospective purchaser, or for any other purpose permitted under this Lease provided however that such inspections do not cause unreasonable disruption to the business of Vernon or the occupants of the Leased Premises.

**12.0 REPAIR**

12.1. Vernon will keep the Leased Premises in a reasonable state of repair and in a safe condition.

**13.0 ALTERATIONS AND ADDITIONS**

- 13.1. Vernon shall cause all alterations or additions to the Leased Premises to be done in a good and workmanlike manner in accordance with the plans and specifications previously approved by the Regional District, such approval not to be unreasonably withheld, in accordance with all applicable building and zoning ordinances and all applicable laws, orders, rules, regulations and requirements of all federal, provincial and civic governments and agencies and will at Vernon's sole expense keep the Regional District indemnified by insurance in amounts and with companies satisfactory to the Regional District against all claims whatsoever arising out of such construction. Due to underground services, all modifications which require excavation will require approval of the Regional District, such approval will not be unreasonably withheld.

**14.0 INSURANCE**

- 14.1. Vernon will, during the Term, at Vernon's sole expense, maintain and keep in force comprehensive general liability insurance in amounts satisfactory to the Regional District (minimum \$5,000,000), for bodily injury, death and damage to the Leased Premises and will maintain or cause to be maintained by its contractors, contractors all risk insurance in amounts satisfactory to the Regional District, protecting the Regional District, the mortgagee, if any, and Vernon from such risks, together with any other policies of insurance as the Regional District may reasonably require. Vernon shall provide the Regional District with evidence satisfactory to the Regional District that the premiums on all such policies have been paid and that such policies are in full force and effect. All such policies shall provide that the insurer shall not have any right of subrogation against the Regional District and shall contain severability of interest and cross-liability clauses.
- 14.2. All contracts of insurance required to be maintained hereunder shall be in a form and for a period satisfactory to the Regional District, shall be written with companies approved by the Regional District and shall require at least thirty (30) days written notice to the Regional District of any cancellation or expiry thereof or change affecting the Regional District's coverage thereunder. Vernon shall procure renewals of all such insurance policies at least thirty (30) days before the expiration thereof and shall provide the Regional District with evidence satisfactory to the Regional District that the premiums on all such policies have been paid and that such policies are in full force and effect.
- 14.3. All contracts of insurance required to be maintained hereunder shall show the Regional District, Vernon and the mortgagee, if any, as insureds or loss payees, as their interests may appear and shall provide that the insurer shall not have a right of subrogation against the Regional District or Vernon on account of any loss in damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the Regional District or Vernon covered by such insurance and shall contain a severability of interest and cross-liability

clause.

- 14.4. Vernon hereby releases the Regional District from any and all liability for loss or damage caused by any of the perils against which Vernon shall have insured, or pursuant to the terms of this Lease is obligated to insure and Vernon hereby covenants to indemnify and save harmless the Regional District from and against all manner of actions, causes of action, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to such loss or damage.
- 14.5. Vernon shall not violate or permit to be violated any of the conditions or provisions of any policy of insurance required to be placed or maintained by Vernon hereunder and Vernon shall so perform and satisfy the requirements of the insurers writing such policies.
- 14.6. If at any time Vernon shall fail to take out, pay for, or maintain any of the insurance policies provided for in this Lease or otherwise be in breach of its obligations under this Article, then the Regional District may, but shall not be obligated so to do, and without waiving or releasing Vernon from any obligation of Vernon in this Lease contained, effect any such insurance coverage and pay all premiums thereon, in such manner and to such extent as the Regional District may deem desirable, and in exercising such rights, may pay necessary and incidental costs and expenses. Vernon agrees that all sums so disbursed by the Regional District shall be payable by Vernon to the Regional District on demand.
- 14.7. The partial destruction or damage or complete destruction by fire or other casualty of any of the Improvements shall not terminate this Lease or entitle Vernon to surrender possession of the Leased Premises or to demand any abatement or reduction of the Rent or other charges payable under this Lease, any law or statute now or in the future to the contrary notwithstanding.

**15.0 INDEMNITY**

- 15.1. Unless caused by the negligence or wilful act of the Regional District or another person for whom the Regional District is responsible in law, Vernon shall indemnify and save the Regional District harmless from any and all liabilities, damages, costs, suits, actions and expenses arising out of:
  - (a) any breach, violation or non-performance of any covenant, condition or agreement contained in this Lease to be performed by Vernon or any liability for perils against which Vernon is obliged to insure pursuant to this Lease;
  - (b) any damage to Leased Premises of Vernon, sub-tenant, licensee and all persons claiming through or under them or damage to any Leased Premises howsoever occasioned as a result of the use and occupation of the Leased Premises;
  - (c) any injury to person or persons including death, occurring in or about the

Leased Premises or other areas adjacent to the Leased Premises; and

- (d) any claims made with respect to the FTC operations.

Such indemnification shall survive the termination of this Lease. If a claim, action or proceeding is brought against the Regional District, Vernon, upon notice from the Regional District, at Vernon's cost will defend such claim or action.

#### **16.0 ENVIRONMENTAL CONTAMINANTS**

- 16.1. Vernon will not store, manufacture, dispose, treat, generate, use, transport, remediate, or release Environmental Contaminants on or from the Leased Premises (including water lot lease areas accessed) except in compliance with all Environmental Laws.
- 16.2. If Vernon has knowledge or has reasonable cause to believe that any Environmental Contaminant has come to be located on, under or about the Leased Premises in contravention of any Environmental Laws, Vernon will, upon discovery of the presence or suspected presence of any such Environmental Contaminant, give written notice of that condition to the Regional District.
- 16.3. If the Regional District, in its sole discretion, believes that the Leased Premises or environment have become contaminated with any Environmental Contaminant in contravention of any Environmental Laws, the Regional District, in addition to its other rights under this Lease, may enter upon the Leased Premises and obtain samples from the Leased Premises for the purpose of analysing the same to determine whether and to what extent the Leased Premises and environment have become so contaminated. To the extent that such contamination is found and that such contamination was caused by Vernon or those for whom it is at law responsible, Vernon will reimburse the Regional District for the costs of such inspection, sampling and analysis.
- 16.4. Vernon will indemnify the Regional District and its shareholders, directors, officers, employees, agents, permitted subtenants, successors and permitted assigns from any and all liabilities, actions, damages, claims, remediation costs, losses, fines, penalties and other expenses, including any and all environmental or statutory liability for remediation, all legal and consultant fees and expenses and the cost of remediation of the Leased Premises or the Landfill Site arising from the breach or non-compliance by Vernon of its obligations contained in this section 16.0. The indemnity of Vernon under this Section 16.4 will survive the expiry or early termination of this Lease.

#### **17.0 ASSIGNING AND SUBLETTING**

- 17.1. Vernon may not assign its interest in this Lease. Vernon may enter into subleases of this Lease, subject to the consent of the Regional District.

**18.0 ESTOPPEL CERTIFICATES**

18.1. The Regional District or Vernon shall upon receiving not less than fourteen (14) days written notice from the other, execute and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications) the dates to which the Rent has been paid and that so far as the maker of the certificate knows the party who requests the certificate is not in default under any provisions of this Lease (or if in default, the particulars thereof).

**19.0 DEFAULTS AND REMEDIES**

19.1. If and whenever:

- (a) Vernon shall default in the performance or observance of any of the other agreements, terms, covenants or conditions herein on Vernon's part to be performed or observed and such default shall continue for a period of fourteen (14) days after notice thereof by the Regional District to Vernon or if such default cannot reasonably be cured within such fourteen (14) day period and Vernon shall not in good faith have commenced to cure the same within such fourteen (14) day period or shall not diligently proceed therewith to completion; or
- (b) Vernon files in any court a petition in bankruptcy or insolvency or for any reorganization or for the appointment of a receiver or trustee of all or a portion of Vernon's Leased Premises or if Vernon seeks the protection of any legislation for insolvent debtors or if there is filed against Vernon in any court a petition in bankruptcy or insolvency or for reorganization of Vernon or for the appointment of a receiver or trustee of all or a portion of Vernon's Leased Premises and within thirty (30) days after the commencement of any such proceedings against Vernon such petition shall not have been dismissed; or
- (c) Vernon makes a general assignment for the benefit of its creditors; or
- (d) Vernon shall abandon the Leased Premises; or
- (e) any execution or attachment shall be issued against the Leased Premises, and such execution or attachment shall not be set aside, vacated or discharged in a manner satisfactory to the Regional District within thirty (30) days after the issuance of such execution or attachment; or
- (f) Vernon shall fail to keep, perform or observe any of the obligations, agreements, conditions or provisions contained in any mortgage by Vernon in whole or in part and such failure shall continue for, or shall not

be remedied by Vernon, within the period granted by the notice of default given by the mortgagee of Vernon in accordance with the provisions of such mortgage;

then the Regional District may re-enter upon the Leased Premises whereupon this Lease and the Term hereof as well as all right, title and interest of Vernon hereunder shall forthwith terminate provided however that such termination shall be wholly without prejudice to the right of the Regional District to recover arrears of Rent and damages for any antecedent breach of covenant on the part of Vernon.

- 19.2. The Regional District, in addition to any other rights hereby reserved, shall, if Vernon is in default hereunder, have the right to enter the Leased Premises as agent of Vernon, and may re-lease or sublet as Vernon's agent, the Leased Premises or any part thereof and to apply the proceeds of such re-leasing or subletting on account of Rent due or in satisfaction of the breach of any covenant or agreement herein contained and Vernon shall remain liable for any deficiency together with the Regional District's expenses of retaking and reletting the Leased Premises including legal fees as between solicitor and his own client and the Regional District shall be entitled to recover from Vernon Rent due for the remainder of the Term in the event the Regional District has not so relet or if the Regional District has relet the Leased Premises to recover from Vernon the difference in rent payable by any new tenant of the Leased Premises for the balance of the Term and that required to be paid by Vernon pursuant to this Lease for the balance of the Term and that the Term shall not cease and Vernon agrees to pay such amount as so determined promptly on demand.
- 19.3. The remedies of the Regional District specified in this Lease are cumulative and are in addition to any remedies of the Regional District at law or in equity. No remedy shall be deemed to be exclusive and the Regional District may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.

## **20.0 REGIONAL DISTRICT'S PERFORMANCE OF VERNON'S COVENANTS**

- 20.1. In the event of default by Vernon in the performance of any of its obligations hereunder other than the payment of Rent the Regional District may perform the same and the amount of any expenditures made by the Regional District in connection therewith, including reasonable legal costs on a solicitor and own client basis, shall be deemed to be Rent payable hereunder and shall be reimbursed to the Regional District by Vernon on demand. The Regional District shall however be under no obligation to remedy any default of Vernon and shall not incur any liability to Vernon for any act or omission in the course of its curing or attempting to cure any such default.

**21.0 WAIVER**

21.1. The failure of the Regional District to insist in any one or more cases upon the strict performance of any of the terms, covenants or conditions of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment of such term, covenant, condition or option. A receipt by the Regional District of Rent with knowledge of the breach of any of the terms, covenants or conditions hereof shall not be a waiver of such breach and no waiver by the Regional District of any provision of this Lease shall be deemed to have been made unless in writing and signed by the Regional District.

**22.0 QUIET ENJOYMENT**

22.1. The Regional District covenants that upon Vernon paying the Rent hereby reserved and performing and observing the covenants herein on its part contained Vernon shall and may quietly possess and enjoy the Leased Premises for the Term hereby granted without any interruption or disturbance from the Regional District or from any other person or persons lawfully claiming by, from or under it.

**23.0 NET LEASE**

23.1. It is the intention of the parties hereto that this Lease shall be a net lease and that the Rent to be paid to the Regional District hereunder shall be net to the Regional District and shall yield to the Regional District the entire Rent during the full Term of this Lease and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises whether or not herein referred to and whether or not of a kind now existing or within the contemplation of the parties hereto shall be paid by Vernon.

**24.0 USE OF LEASED PREMISES**

24.1. Vernon may use the Leased Premises for all uses permitted by the FTC Agreement and as otherwise agreed by the Regional District and in accordance with all applicable zoning bylaws and any other applicable laws or ordinances.

**25.0 VERNON'S OVERHOLDING**

25.1. If at the expiration of the Term of this Lease Vernon shall overhold for any reason, its tenancy thereafter shall be from month to month only and shall be subject to all the terms and conditions of this Lease, except duration, in the absence of a written agreement to the contrary.

**26.0 SURRENDER OF LEASE**

- 26.1. At the end of the Term, whether by earlier termination or lapse of time, Vernon shall surrender the Leased Premises to the Regional District in the condition in which they were required to be kept by Vernon under the provisions of this Lease.
- 26.2. Vernon will retain the right to remove equipment, fixtures or improvements which are of the nature of usual tenants' fixtures, provided that Vernon shall not remove any equipment, fixtures or improvements acquired, constructed, installed or purchased pursuant to the FTC Agreement on behalf of the parties to the FTC Agreement. Vernon shall make good any damage to the Improvements caused by any removal of Vernon's equipment, fixtures or improvements.

**27.0 DISPUTE RESOLUTION**

- 27.1. Any dispute between the parties in connection with any of the terms and conditions of this Agreement or any of the transactions contemplated herein will be submitted following the procedure set out below to mediation, and failing successful mediation, to arbitration, and no party will pursue any remedy, or action in any other court or jurisdiction except as provided in this Agreement:
- (a) the parties to the dispute will attempt to resolve any dispute by mediated negotiation and will use their best efforts to agree on the choice of a mediator;
  - (b) if a dispute arises which cannot be resolved by mediation within thirty (30) days after one party notifies the other of an intention to mediate the dispute, then the dispute shall be referred to and finally resolved by arbitration. The arbitration shall be conducted pursuant to the Domestic Commercial Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre ("BCICAC"). The arbitration shall be administered by the BCICAC. The number of arbitrators shall be one (1). The place of arbitration shall be Vancouver or Richmond, British Columbia;
  - (c) the arbitrator will not have the power to grant provisional or conservatory measures including injunctions, restraining orders and specific performance, and each party reserves its rights to apply for such remedies to any ordinary court of competent jurisdiction, in which case such party may apply directly to such court without complying with this Section 27.1; and
  - (d) each party to an arbitration conducted pursuant to this Agreement will accept as final and binding, and proceed in good faith diligently to implement the award or decision of the arbitrator.



27.2. Each party shall bear its own costs, expenses and legal fees incurred or to be incurred in connection with any mediation or arbitration conducted in accordance with Section 27.1. The parties agree to split equally the costs of any mediator appointed pursuant to Section 27.1(a) and any arbitrator appointed pursuant to Section 27.1(b).

#### **28.0 EXTENSION OF LEASE TERM**

28.1. The parties hereby agree that the Term of this Lease may be extended by the written agreement of the parties upon all of the covenants, agreements, conditions, and provisos contained in this Lease and subject to the approval of the Lessor pursuant to the terms and conditions of the Landfill Lease.

28.2. Upon the extension of the Lease Term pursuant to Section 28.1, the definition of Term in sub clause 1.1.(s) of this Lease Agreement shall be amended to include such extension.

#### **29.0 NOTICES AND DEMANDS**

29.1. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if delivered:

to the Regional District at:

Regional District of North Okanagan  
9848 Aberdeen Road  
Coldstream, B.C., V1B 2K9

Attention: Corporate Officer  
Facsimile No.: (250) 550-3701

to Vernon at:

The City of Vernon  
3400 - 30th Street,  
Vernon, British Columbia,  
V1T 5E6

Attention: Corporate Officer  
Facsimile No.: (250) 550-3525

provided however that such addresses may be changed upon written notice thereof delivered to the other party.

**30.0 INDEPENDENT COVENANTS**

30.1. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

**31.0 NO PARTNERSHIP OR JOINT VENTURE**

31.1. This Lease is not intended nor shall it be construed to create the relationship of either a partnership or a joint venture between the Regional District and Vernon.

**32.0 FURTHER ASSURANCES**

32.1. The Regional District or Vernon will forthwith from time to time execute and do or cause to be executed and done all deeds, documents, acts and things which in the reasonable opinion of the legal advisors of the Regional District or Vernon are necessary or advisable for the better giving and performing of the terms and conditions of this Lease.

**33.0 SUCCESSORS AND ASSIGNS**

33.1. The word "Regional District" and "Vernon" and "Province" wherever they occur in this Lease shall mean and extend to the Regional District, Vernon and the Province respectively, and their successors and permitted assigns.

**34.0 ENTIRE AGREEMENT**

34.1. This Lease contains the entire agreement between the Regional District and Vernon and cannot be amended or terminated orally but only by an instrument in writing executed by the parties.

34.2. This Agreement and all subsequent amendments to this Agreement are only binding on the Parties if in writing and executed by authorized signatories for the Parties and if executed copies have been delivered to each Party. It is a condition precedent to this Agreement and all obligations of the Parties that the Province consents to this Agreement. The Parties agree to use their commercially reasonable efforts to obtain the consent of the Province to this Agreement, and to provide all such information and assurances (other than third-party guarantees or covenants or additional security) as the Province may reasonably require in this regard.

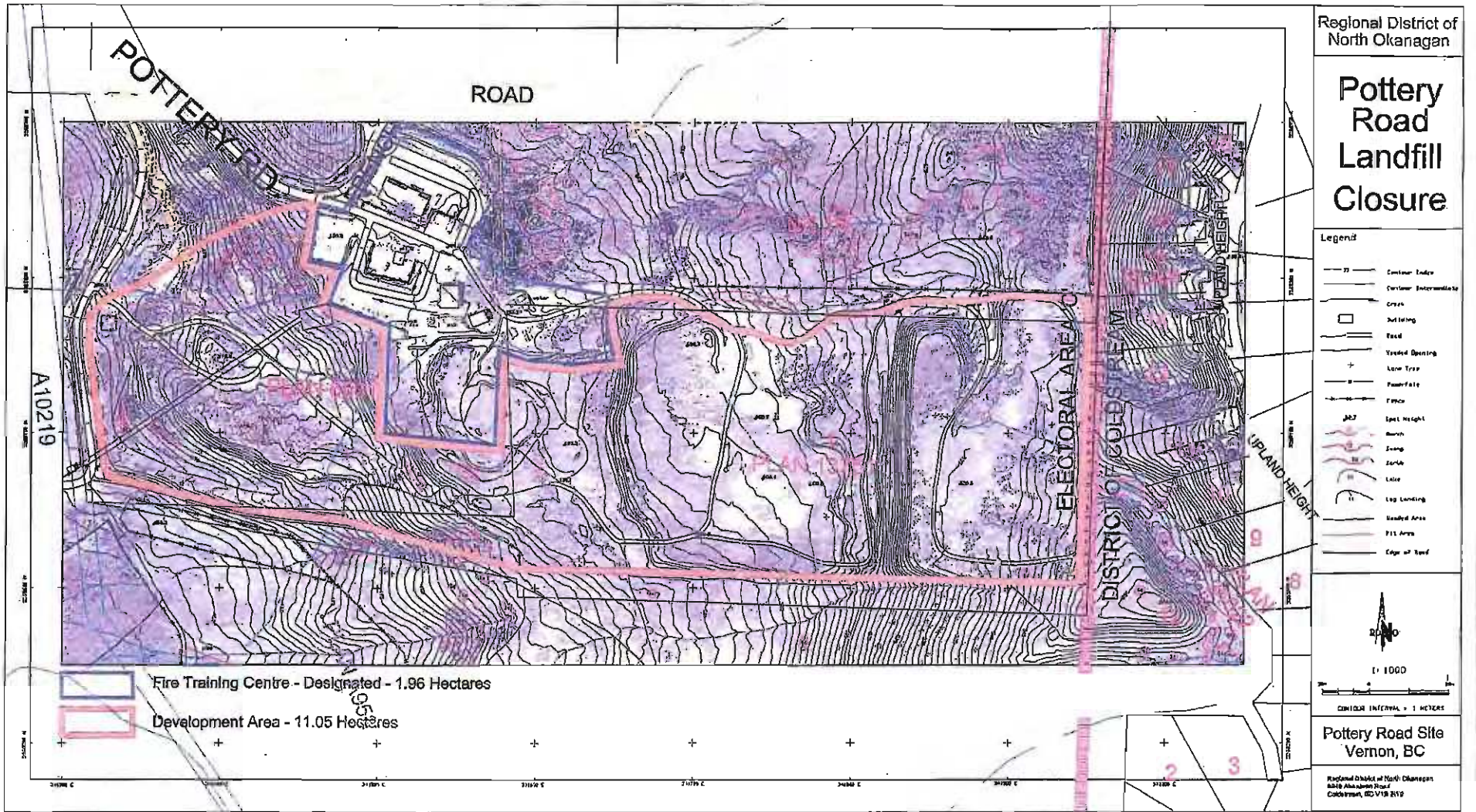
**35.0 GOVERNING LAW**

35.1. This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and



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**SCHEDULE 'A'**  
 attached hereto and forming part of  
 Fire Training Centre Lease Agreement

**SCHEDULE 'B'**  
attached hereto and forming part of  
**Fire Training Centre Lease Agreement**



Province of  
**British Columbia** Ministry of Lands,  
Parks and Housing

LEASE

THIS LEASE executed in triplicate and dated for reference the 9th day of February, 1984.  
IN PURSUANCE OF THE LAND ACT and the LAND TRANSFER FORM ACT.

LEASE **331818**

FILE 3402197

Between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Lands, Parks and Housing, Parliament Buildings, Victoria, British Columbia

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over the parcel of land described in the schedule attached entitled Legal Description (hereinafter referred to as the "Land");

(hereinafter called the "Lessor") OF THE FIRST PART

OF THE DISTRICT OF WEST Kootenai, with an office at 2311 - 15th Avenue, Vernon, British Columbia

and

(hereinafter called the "Lessee") OF THE SECOND PART

NOW, THEREFORE, in consideration of the rental to be paid by, and the covenants of, the Lessee, the parties agree as follows:

**Article I — Grant of Lease**

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land, save and except those portions of the Land that consist of trails, roads, highways, water courses, or that are covered by water at the date hereof for the purpose described in the schedule attached entitled the Management Plan (hereinafter called the "Management Plan").

**Article II — Term**

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of thirty (30) years commencing on the 9th day of May, 1984 (herein called the "Commencement Date").

**Article III — Rent**

(3.01) YIELDING AND PAYING THEREFORE for the term the rent as prescribed in the Rental Schedule attached.

**Article IV — Covenants of the Lessee**

(4.01) The Lessee covenants with the Lessor

- (a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;
- (b) to pay and discharge when due all taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");
- (c) to observe, abide by and comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to make safe, clean and sanitary any portion of the Land or any improvement that, in the opinion of the Lessor, contravenes the provisions of this covenant;
- (e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupants of adjoining land;
- (f) to use and occupy the Land in accordance with the provisions of this lease;
- (g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than \$ 1,000,000;
- (h) to deliver to the Lessor from time to time, upon demand, copies of insurance policies required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;
- (i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;

- (j) to indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of
  - (i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,
  - (ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's occupation of the Land,
 and the Lessor may add the amount of such loss, damage, costs and liabilities to the rent and the amount so added shall be payable to the Lessor immediately;
- (k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the Builders Lien Act, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;
- (l) on the expiration or earlier cancellation of this lease
  - (i) to peaceably quit and deliver possession of the Land and any improvements to the Lessor in a safe, clean and sanitary condition, and restore the surface of the Land to the satisfaction of the Lessor and all right, interest and estate of the Lessee in the Land shall cease and vest in the Lessor; however, on request, the Lessor may, in writing, permit the Lessee to remove any improvements from the Land;
  - (ii) notwithstanding subsection (l) (i) of section 4.01, to remove any improvements that the Lessor may direct in writing, and to the extent necessary this covenant shall survive the expiration or cancellation of this lease;
- (m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;
- (n) to comply with the Forest Act and all other laws relating to the cutting and removal of trees or timber standing or growing on the Land.

**Article V — Assignment**

(5.01) The Lessee shall not assign, sublet or transfer this lease without the prior written consent of the Lessor.

**Article VI — Covenants of the Lessor**

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

**Article VII — Provisos**

(7.01) PROVIDED always and it is hereby agreed as follows:

- (a) if after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;
- (b) title to any ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;
- (c) the Lessor is under no obligation to provide access to the Land or to maintain or improve existing access roads;

- (d) that this lease and all the terms and conditions of it may be inspected by the public at such times and at such places as the Lessor may determine;
- (e) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right-of-way or statutory right-of-way to a Crown corporation or agency, a municipality, a regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;
- (f) for the purposes of subsection (e) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;
- (g) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (e) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the Arbitration Act;
- (h) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (e) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;
- (i) this lease and the term herein granted is subject to:
  - (i) all subsisting grants to or rights of any person made or acquired under the Coal Act, Forest Act, Mineral Act, Mining (Placer) Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act, or Water Act, or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND
  - (ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the Land Act;
- (j) The Lessee acknowledges and agrees with the Lessor that
  - (i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (e) and (f) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference;
  - (ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (e) and (f) of section 7.01 shall be borne solely by the Lessee, AND
  - (iii) he shall not commence or maintain proceedings under section 60 of the Land Act in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in subsections (e) and (f) of section 7.01.

**Article VIII - Events of Default**

- (8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that
  - (a) if the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;
  - (b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;
  - (c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;
  - (d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or
  - (e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60-day period and diligently thereafter completes the same.

**Article IX - Renewal**

- (9.01) The Lessor may offer a further lease of the Land to the Lessee, by notice in writing to the Lessee at the rental, and on the terms specified in the notice where
  - (a) the term of this lease is for 10 years or more,
  - (b) the Lessee is not in default hereunder,
  - (c) one-half of the term of this lease has expired, and
  - (d) the Lessee has, in writing, applied for a further lease of the Land for the purpose permitted by this lease.

- (9.02) The Lessee shall have a period of sixty (60) days from the date of receipt of the notice referred to in section 9.01 to accept a further lease of the Land by endorsing his acceptance on the notice and delivering it to the Lessor within the time limited in this section.
- (9.03) If, on the expiration of the term, the Lessor elects to grant a further lease of the Land, the Lessor shall, by notice in writing, offer the further lease to the Lessee at the rent and on the terms and conditions specified in the notice.
- (9.04) The Lessee shall have a period of 60 days from the date of receipt of the notice referred to in section 9.03 to accept a further lease of the Land by endorsing his acceptance on the notice and delivering it to the Lessor within the time limited in this section. If the Lessee elects not to accept the further lease of the Land within the time limited in this section, the Lessor shall be at liberty to grant a lease of the Land to any other person at the rent and on the terms specified in the notice.
- (9.05) If the Lessee declines to accept a further lease of the Land under this Article, the Lessor shall not, for a period of two years after the date of the notice referred to in section 9.03, offer a lease of the Land to any person at a rent or on terms more favourable than those specified in the notice without first offering a further lease of the Land to the Lessee at that rent and on those terms.

**Article X - Security**

- (10.01) The security in the sum of \$\_\_\_\_\_ and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.
- (10.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.
- (10.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.
- (10.04) Notwithstanding section 10.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.
- (10.05) The Lessee shall, within 60 days of receiving the notice referred to in section 10.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

**Article XI - Leasehold Mortgage**

- (11.01) The Lessee shall have the right from time to time to mortgage this lease and the leasehold interest of the Lessee created by it, and any improvements on the Land (herein called the "Leasehold Mortgage"). In the event of any breach or default of any of the covenants, terms and conditions of this lease by the Lessee, the first leasehold mortgagee shall be entitled, in order to avoid a forfeiture of the lease, to make any payments and do and perform all acts or things that may be necessary or required to prevent a forfeiture.
- (11.02) The Lessee shall give notice to the Lessor of any Leasehold Mortgage of this lease and the Lessee's leasehold interest herein together with a copy of the instrument creating it within 30 days after it is granted.
- (11.03) If by reason of default of the Lessee this lease is terminated before the expiration of the term, the Lessor may enter into a new lease of the Land with the first leasehold mortgagee for the period that but for such termination would have been the remainder of the term, the new lease to become effective immediately on the termination of this lease, at the rent and on all of the terms, provisions, covenants and agreements contained in this lease, subject to the rights of any person then in possession of the Land so long as
  - (a) the first leasehold mortgagee has made a written request to the Lessor for a new lease within 30 days of its termination and the request is accompanied by payment to the Lessor of all sums of money then due to the Lessor hereunder including reasonable legal fees and expenses in connection with the foregoing and with the preparation of the new lease;
  - (b) at the time of execution and delivery of the new lease, the first leasehold mortgagee pays to the Lessor all sums that would at the time of execution and delivery of the new lease be due under this lease but for such termination and agrees to diligently cure or remedy any default of the Lessee under this lease, the curing or remedying of which requires the leasehold mortgagee to be in possession of the Land.
- (11.04) So long as the Lessor has received written notice of a Leasehold Mortgage under section 11.02, the Lessor will give 30 days notice to the first leasehold mortgagee at his address specified in the notice, of the Lessor's intention to terminate this lease and of the nature of the Lessee's default hereunder.
- (11.05) Under any new lease delivered to the first leasehold mortgagee, the Lessor shall not warrant possession, but shall lease only that estate in the Land as the Lessor shall then have, subject only to those matters to which this lease is subject and to those matters suffered, created or permitted to be suffered or created by the Lessee under the terminated lease.
- (11.06) The failure of the first leasehold mortgagee to execute and deliver to the Lessor the new lease within 30 days after it is tendered by the Lessor or to comply with any other provisions of this Article shall conclusively be deemed an abandonment and waiver on the part of the first leasehold mortgagee of all rights to obtain the new lease and of any and all rights against the Lessor.
- (11.07) The Lessor hereby represents that the first leasehold mortgagee shall be entitled to rely on the provisions of this Article and to enforce them against the Lessor subject to the provisions of this lease.







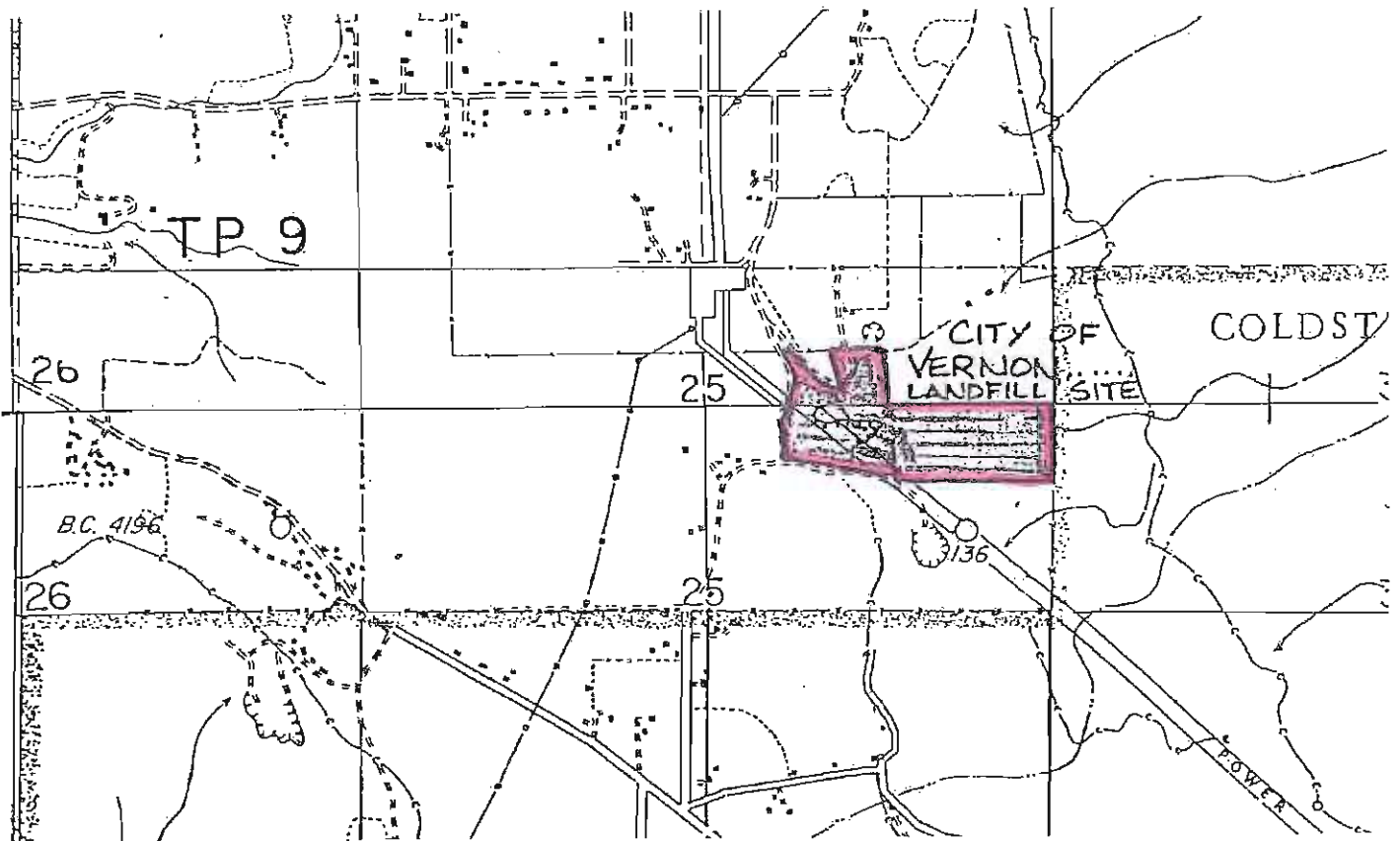
LEASE No.

331818

FILE No.

3402197

- 1.1 ~~Legal Description~~ Lot 1, Plan 6531 and Lot 1, Plan 13751 both of Section 25, Township 9, Osoyoos Division of Yale District more particularly described as follows:  
Commencing at the northwesterly corner of Lot 1, Plan 13751, Section 25, Township 9, Osoyoos Division of Yale District, on file at the Kamloops Land Title Office, thence easterly, southerly, and westerly, along the northerly, easterly, and southerly boundaries of said Lot 1 to the southwesterly corner thereof, also being the southwesterly corner of Lot 1, Plan 6531; thence northerly along the westerly boundary of said Lot 1, Plan 6531, to the point of intersection with the south boundary of Lot 25, Plan 411, thence easterly along said south boundary to the southeasterly corner of said Lot 25 and continuing easterly 33.62 meters, more or less, to the point of intersection with the westerly boundary of the road shown on Plan 6531, being a point on the northerly boundary of said Lot 1, Plan 6531, thence southeasterly, northerly, and easterly along said northerly boundary to the point of intersection with the westerly boundary of the gazetted road shown on Plan C.15403, thence southerly, easterly, and northerly along the westerly, southerly, and easterly boundaries of said gazetted road to the point of commencement.
- 1.2 ~~Sketch Plan~~





Province of  
British Columbia

Ministry of Lands,  
Parks and Housing

## Management Plan Schedule

LEASE No.

331818

FILE No.

3402197

### INSTITUTIONAL

1.1 Purpose      garbage disposal

1.2 Special Provisions

The lease and the term herein granted is subject to the easement or right-of-way granted to British Columbia Hydro and Power Authority as defined on Plan C15403 on file in the Land Title Office, Kamloops, B.C. for the purpose of constructing, operating and maintaining a power distribution line.



Province of  
British Columbia

Ministry of Lands,  
Parks and Housing

# Rental Schedule

LEASE No.

331818

FILE No.

The rental for the term shall be the sum of \$ 1.00, payable in advance, on the Commencement Date.



Province of  
British Columbia

Ministry of Lands,  
Parks and Housing

# ENDORSEMENTS

LEASE No.

331818

FILE No.

340 197

**APPENDIX "B"****PARTICIPATING INTEREST AND COST APPORTIONMENT**

Each year during the Term of this Agreement, each Party's Participating Interest and cost apportionment for the Services Operating and Maintenance Costs and the Capital Costs, as applicable, shall be the assessed value of its fire protection area as of December 31<sup>st</sup> in the preceding year, as determined by the British Columbia Assessment Authority, as a percentage of the total assessed value of all of the Parties' fire protection areas as of the same date.

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**APPENDIX "C"**

**ASSETS**



Appendix C - Assets

## APPENDIX "C" - ASSETS

Asset Name	Description	2012 # of Units
AED Trainer	LifePack 500T	1
Air Compressor, Industrial	Eagle C4160V1	1
Air Compressor/Regulator Panel	JMAR K-3000/JMAR J-5000-R (Purchased Used)	1
Akron Nozzle	1 1/2" Assault 4815	2
Akron Nozzle	1 1/2" Assault 4820	1
Akron Nozzle	1 3/4" TurboJet 1722P	2
Akron Nozzle	1 3/4" TurboJet 1723	1
Akron Nozzle	2 1/2" TurboJet 1725	2
Akron Nozzle	1 1/2" TurboJet 1715	5
Akron Nozzle	1 1/2" TurboJet 1720	2
Akron Nozzle	1 3/4" SaberJet 1520	1
Akron Nozzle	1 3/4" SaberJet 1533	1
Akron Nozzle Handle	TurboJet Nozzle 1 1/2"	4
Assorted Firefighting Tools	Axes, Picks, Poles, Flashlights	
Assorted Maintenance Tools	Wrenches, Saws, Drills etc	
Bobcat	S250 Turbo serial number 526011963 plus forks/bucket	1
Book Shelf	6' x 30" particle board	1
Book Shelf	Particle Board with metal frame	5
Bookcase	Metal 6'	3
Cabinet	3' 2 door-maple color	1
Cabinet	2' 2 x door-maple color	1
Chain Saw	Poulan Fire Pro 455	1
Chair	Office Guest -black fabric-maple color	1
Chair	Swivel	1
Chairs	Black vinyl/chrome	54
Chairs	Swivel Office Chairs with arms	2
Coat Rack	n/a	1
Coffee Carafe	Bunn Thermal pump dispenser carafe	2
Coffee Maker	Bunn 2 pot	1
Confined Space Training Equipment	Assorted CSE training equipment	
Copier	Canon Image Runner 2020i	1
CPR Maniquin, Laerdal	Adult	16
CPR Maniquin, Laerdal	Child	2
CPR Maniquin, Laerdal	Infant	12
Desk	Straight 5'	1
Desk	L-Shaped with 3 drawer cabinet	4
Display Board	3 fold blue/grey felt folding display boards with cases	7
Drill Press	Mastercraft drill press	1
Dryer	Frigidaire	1
DVD Player	Memorex DVD player	1
DVD Player	LG	1
Engine/Pumper	King Seagrave 850, 1980 Ford (Purchased Used)	1
Extinguisher Fill Station	Getz Vacu-Fill System SV50PR	1
File Cabinets	Metal 36" 3 drawer	3



## APPENDIX "C" - ASSETS

File Cabinets	Letter	4
File Cabinets	3' 2 x drawer -maple color	1
File storage trays	n/a	4
Fire Extinguishers	General 10-lb dry Chemical	66
First Aid Bed	Built in bed with foam mattress	1
First Aid Room	Oxygen bottles	6
First Responder Bag, complete	Emergency Medical Supplies, FR3 Kit Inventory	6
Flip Chart	Flip Charts adjustable, with whiteboard	3
Foam Eductor	Akron 3095	1
Fridge	Whirlpool	1
Gate Valve	2 1/2" Hasbra	2
Gate Wye	Akron 2561	5
Hand Cart	Hand Cart	1
Hose (50' lengths)	1 1/2" Standard (New)	6
Hose (50' lengths)	1 3/4" Hi-Combat (New)	3
Hose (50' lengths)	2 1/2" Standard (New)	1
Hose (50' lengths)	High Volume	1
Hutch	5' 4 x cupboard	4
Hutch	4' 2 x cupboards	1
Ladder	24' Extension	3
Ladder	35' Extension	1
Ladder	12' Single	3
Microwave Oven	Danby	1
Office Dividers	Metal frames with Fabric	11
Pallet Jack	Pallet Jack	1
Paper Shredder	SPL s-300-d	1
PC	Cisnet	1
Pipe Threader	Pipe threading stand and hand tools	1
Projector	Digital Sanyo Pro Extra	1
Projector	Overhead projector 3M	2
Projector Screens	Pull down/retractable screens	4
Radios	Icom IC-F3011	12
Radios	Icom IC-F3021T	1
Radios	Icom IC-F50	1
Receiver	Technics Receiver	1
Receiver	Sony	1
Saw	Dewalt Sliding Mitre Saw	1
SCBA	Scott 2.2 (Purchased Used)	28
SCBA	Cylinder 2.2 (Aluminum) (Purchased Used)	80
SCBA	Cylinder 2.2 (Composite) (Purchased Used)	n/s
SCBA	Spare Regulator	5
SCBA Face Piece	AV2000 (large) (Purchased Used)	6
SCBA Face Piece	AV3000 (small)	7
SCBA Face Piece	AV3000 (medium)	12
SCBA Face Piece	AV3000 (large)	3
SCBA Pass Alarm	Pass Alarm	4
SCBA Pass Alarm	Super Pass III (new 2011)	8

## APPENDIX "C" - ASSETS

Screen	LG 19" flat	1
Security System	Cameras	3
Security System	PC	1
Security System	15" screen	1
Security System	Power supply	1
Shelf	3'3 x shelf adjustable-maple color	1
Shop Vac	4.5	1
Shop Vac	6.5	1
Speaker	Logitec	2
Stand	Water Bottle Rack 3x shelf	1
Storage Rack	4' high	6
Tables	Folding at 3'	4
Tables	Folding at 5'	17
Tool Cabinet	Rolling tool cabinet, 2 parts	1
Turnout gear	firefighter bunker gear	2
TV	32" Zenith	1
TV	36 " LG Flat Screen attached to wall	1
TV cabinet	Rolling 1 x drawer, 1 x shelf, 1x drawer-maple color	1
Vacuum Cleaner	Dirt Devil Upright	1
Ventillation Fan	Unifire DS-4PP GS160 5.5 HP Honda	1
Voice Amplifier	Scott (for AV3000)	5
Washing Machine	Frigidaire front load	1
Water Cooler	n/a	1

**DISTRICT OF COLDSTREAM**

**BYLAW NO. 1622, 2012**

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**A BYLAW TO AMEND DISTRICT OF COLDSTREAM FINANCIAL PLAN  
BYLAW NO. 1606, 2012**

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WHEREAS in accordance with the provisions of the *Community Charter*, the Council is required, by bylaw to adopt a Financial Plan for the municipality before the fifteenth day of May in each year;

NOW THEREFORE the Council of the District of Coldstream in open meeting assembled ENACTS AS FOLLOWS:

1. This bylaw may be cited for all purposes as "DISTRICT OF COLDSTREAM FINANCIAL PLAN BYLAW NO. 1606, 2012, AMENDMENT BYLAW NO. 1622, 2012, AMENDMENT NO. 1".
2. Schedules "A" and "B" of Bylaw No. 1606, 2012 are hereby deleted in their entirety and replaced with Schedules "A" and "B" attached hereto and forming part of Bylaw No. 1622, 2012.
3. This bylaw shall come into force and take effect upon the final reading and adoption thereof.

READ A FIRST TIME this 13<sup>th</sup> day of November 2011

READ A SECOND TIME this 13<sup>th</sup> day of November 2011

READ A THIRD TIME this 13<sup>th</sup> day of November 2011

FINALLY PASSED AND ADOPTED this \_\_\_\_ day of November 2011

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Corporate Officer

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Mayor

Attachments

- Schedule "A"
- Schedule "B"

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DISTRICT OF COLDSTREAM  
CONSOLIDATED STATEMENT OF OPERATIONS  
FIVE YEAR FINANCIAL PLAN 2012-2016

Schedule A

	2012 Budget	2013 Budget	2014 Budget	2015 Budget	2016 Budget
<b>REVENUES</b>					
Municipal Taxation, net	4,591,557	4,679,536	4,777,382	4,877,956	4,981,323
Utility Taxes/Grants In Lieu	123,564	126,653	129,819	133,065	136,392
Sale of Services	32,550	33,364	34,198	35,053	35,929
Revenue From Own Sources	459,650	467,249	475,037	483,021	491,204
Grants	758,366	758,466	758,569	758,674	758,781
Sewer User Fees	1,446,779	1,482,711	1,519,541	1,557,292	1,595,986
Development cost charges	318,311	-	-	-	-
	<u>7,730,777</u>	<u>7,547,979</u>	<u>7,694,546</u>	<u>7,845,060</u>	<u>7,999,615</u>
<b>EXPENSES</b>					
General Government Services	873,600	889,016	925,741	933,016	955,857
Protective Services	1,942,818	1,981,375	2,026,101	2,075,893	2,121,362
Transportation Services	2,995,343	3,020,745	3,066,815	3,113,932	3,162,159
Environmental Health Services	167,756	164,570	168,684	172,901	177,224
Development Services	340,181	349,470	358,258	367,270	376,512
Sewer Services	1,606,549	1,639,202	1,672,399	1,706,432	1,741,322
Fiscal Services	318,913	315,754	313,287	311,307	309,262
	<u>8,245,160</u>	<u>8,360,133</u>	<u>8,531,285</u>	<u>8,680,753</u>	<u>8,843,698</u>
<b>SURPLUS (DEFICIT) FOR THE YEAR</b>	<u>(514,383)</u>	<u>(812,154)</u>	<u>(836,739)</u>	<u>(835,693)</u>	<u>(844,082)</u>
<b>ADJUST FOR NON-CASH ITEMS</b>					
Amortization expense	1,737,210	1,737,210	1,737,210	1,737,210	1,737,210
Inventory expense	12,000	12,000	12,000	12,000	12,000
Prepaid expense	91,000	92,000	93,000	94,000	95,000
Interest accrual	49,428	47,569	45,650	43,670	41,626
	<u>1,889,638</u>	<u>1,888,779</u>	<u>1,887,860</u>	<u>1,886,880</u>	<u>1,885,836</u>
<b>TOTAL CASH FROM OPERATIONS</b>	<u>1,375,256</u>	<u>1,076,625</u>	<u>1,051,122</u>	<u>1,051,188</u>	<u>1,041,754</u>
<b>ADJUST FOR CASH ITEMS</b>					
Capital asset expenditures	(3,820,633)	(1,402,685)	(1,402,685)	(1,617,685)	(1,088,185)
Inventory expenditures	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)
Prepaid expenditures	(91,000)	(92,000)	(93,000)	(94,000)	(95,000)
Debt principle repayment	(175,930)	(216,769)	(154,019)	(154,019)	(154,019)
Debt proceeds	1,335,320	-	250,000	-	-
Transfers from (to) Reserves	851,540	(472,174)	(620,934)	(157,131)	(687,760)
Transfers from (to) Surplus	537,446	1,119,003	981,516	983,647	995,210
	<u>(1,375,256)</u>	<u>(1,076,625)</u>	<u>(1,051,121)</u>	<u>(1,051,188)</u>	<u>(1,041,753)</u>
<b>FINANCIAL PLAN BALANCE</b>	<u>(0)</u>	<u>0</u>	<u>0</u>	<u>(0)</u>	<u>0</u>

**DISTRICT OF COLDSTREAM  
CONSOLIDATED STATEMENT OF RESERVES  
FIVE YEAR FINANCIAL PLAN 2012-2016**

**Schedule B**

	<b>2012 Budget</b>	<b>2013 Budget</b>	<b>2014 Budget</b>	<b>2015 Budget</b>	<b>2016 Budget</b>
<b>REVENUE</b>					
Return On Investment	9,300	9,300	9,300	9,300	9,300
Transfers From Operations	603,547	654,859	723,619	724,816	725,945
	<u>612,847</u>	<u>664,159</u>	<u>732,919</u>	<u>734,116</u>	<u>735,245</u>
<b>EXPENDITURES</b>					
Transfer to Capital Projects	1,455,087	182,685	102,685	567,685	38,185
Transfer to (from) Surplus	(842,240)	481,474	630,234	166,431	697,060
	<u>612,847</u>	<u>664,159</u>	<u>732,919</u>	<u>734,116</u>	<u>735,245</u>
<b>SURPLUS</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>