



REGULAR COUNCIL MEETING AGENDA

Monday, April 13, 2015 - 7:00 PM
Council Chambers
Municipal Hall, 13211 Henry Ave.
Summerland, BC

Page

1. Call to Order

2. Adoption of Minutes

6 - 16

2.1 Adoption of Minutes

Recommendation:

THAT the Special Council meeting minutes dated March 16th, 2015 and the Regular Council meeting minutes dated March 23rd, 2015, be adopted.

3. Resolution to Amend the Agenda

4. Delegations

(maximum 5 minutes per delegation)

17

4.1 Delegation: Good Will Shakespeare Festival
Megan Lindow, President

4.2 Delegation: Earth Week Events - April 19th to 26th, 2015
Margaret Holler and Barbara Thorburn, Earth Week Committee

5. Public Comment Opportunity - 15 minutes maximum

(2 minutes per speaker)

Comments/Questions must pertain to Agenda items

***agenda items that can be commented on by the public are highlighted**

(exception: no comments on any item with a statutory requirement, such as Zoning/OCP Amendments; DVP and TUP applications)

6. Mayor's Report

7. CAO's Report

8. Correspondence

9. Development Services Department Reports

9.1 Zoning/OCP Amendment Application for Lot 22, DL 488, Plan 310 (4816 Nixon Road)

OCP Amendment requires a majority vote of full Council (4).
Public Hearing to be held on Monday, April 27th, 2015.

Recommendation:

THAT Council pass the following resolution:

1. THAT Bylaw 2015-007 to amend Official Community Plan Bylaw 2000-310 to:

- change the OCP designation of Lot 22, DL 488, Plan 310, located at 4816 Nixon Road from Agricultural to Low Density Residential, be introduced and given first reading;

AND THAT Bylaw 2015-010 to amend Zoning Bylaw 2000-450 to:

- rezone Lot 22, DL 488, Plan 310, located at 4816 Nixon Road from A1-Agricultural Small Acreage Zone to RSD2 - Residential Large Lot, be introduced and given first reading;

AND FURTHER THAT adoption of the bylaw amendments be considered in conjunction with a Section 219 Covenant registered on the title of the property prohibiting subdivision unless it is in substantial conformance with the plan attached as Schedule "C" to the Director of Development Services staff report dated April 13th, 2015, including dedication of parkland as shown on the plan;

2. THAT Bylaw 2015-011 to amend Official Community Plan Bylaw 2014-002 (currently at third reading) to:

- change the designation of Lot 22, DL 488, Plan 310, located at 4816 Nixon Road from Agricultural to Low Density Residential be introduced and given first reading;

3. A public hearing be scheduled for Bylaws 2015-007, 2015-010 and 2015-011 to take place on Monday, April 27th, 2015.

9.2 Zoning Amendment for Lot B, District Lot 488, Plan 26797 (2705 Johnson Street) - Bylaw No. 2015-008

Public Hearing to be held on Monday, April 27th, 2015.

Recommendation:

THAT Council pass the following resolution:

'THAT the zoning amendment (CR1-Country Residential 1 - 2705 Johnson St) Bylaw No. 2015-008 be introduced and given first reading;

AND FURTHER THAT a public hearing be scheduled for Monday, April 27th, 2015.'

- 36 - 47 9.3 Minor Text Amendments to Zoning Bylaw No. 2000-450 - Bylaw No. 2015-009
Public Hearing to be held on Monday, April 27th, 2015.

Recommendation:

THAT Council pass the following resolution:

'THAT Zoning Bylaw amendment (Minor Text amendments) Bylaw 2015-009 be introduced and given first reading;

AND FURTHER THAT a public hearing be scheduled for Monday, April 27th, 2015.'

- 48 - 52 9.4 Development Variance Permit Application for 4917 Gartrell Road
Mayor Waterman to ask public for comments.

Recommendation:

THAT Council pass the following resolution:

'THAT the application for a Development Variance Permit to vary Section 8.1.7(a) of Zoning Bylaw 2000-450 to allow for a dwelling for farm help to be constructed outside of the farm home plate, be approved.'

- 53 - 56 9.5 Development Permit Application for 4917 Gartrell Road

Recommendation:

THAT Council pass the following resolution:

'THAT the application for a Development Permit to authorize the construction of a dwelling for farm help within the High Hazard Development Permit Area, be approved.'

- 57 - 60 9.6 Development Permit for Lot 1, DL 508, ODYD, Plan KAP64877 (10001 Walters Road)

Recommendation:

THAT Council pass the following resolution:

'THAT the application for a Development Permit for Lot 1, DL 508, ODYD, Plan KAP64877, located at 10001 Walters Road, be approved;

SUBJECT to a restrictive covenant being registered on the title of the property to ensure the site is developed in accordance with the geotechnical report provided in support of this application.'

10. Staff and Other Reports

61 - 83	10.1 <u>Recommendations from the Committee of the Whole</u> 10.2 <u>FortisBC Agreement for the Supply of Electricity Wholesale Service</u> Recommendation: THAT Council pass the following resolution: 'THAT Council authorize the Mayor and Corporate Officer to execute the FortisBC Agreement for the Supply of Electricity Wholesale Service.'
84 - 118	10.3 <u>FortisBC Shared Use Agreement</u> Recommendation: THAT Council pass the following resolution: 'THAT Council authorize the Mayor and Corporate Officer to execute the FortisBC Agreement for the Shared Use of FortisBC Structures.'
119	10.4 <u>Thirsk Dam and Reservoir Crown Land Tenure</u> Recommendation: THAT Council pass the following resolution: 'THAT Council authorize staff to acquire a Provincial license of tenure over those parts of District Lots 207, 2072, 2073, 2068, excluding Plan A105 together with all of the unsurveyed Crown Land situated in the vicinity of Trout Creek, all of Kamloops Division Yale District and containing approximately 3.1 hectares for access to and the operation and maintenance of Thirsk Dam and Reservoir; AND THAT Council authorize staff to request the Province to extend the term of the license from the standard term of ten years to a thirty year term.'
120 - 121	10.5 <u>Summerland Reservoir Chlorinator Shutdown</u> Recommendation: THAT Council receive this report for information purposes.
122 - 123	10.6 <u>Hayman Classic - Provincial Youth Road Cycling Championship - Time Trial</u> Recommendation: THAT Council pass the following resolution: 'THAT the application for a temporary road closure requested by COG Events Society to hold the "Hayman Classic - Provincial Youth Road Cycling Championship" time trial on Saturday, May 23rd, 2015 from 6:00am to 11:00am on the Princeton-Summerland Road, be approved.'
124 - 125	10.7 <u>Parcel Tax Roll Review Panel</u>

Recommendation:

THAT Council pass the following resolution:

'THAT Councillors Richard Barkwill, Toni Boot and Janet Peake be appointed to the 2015 Parcel Tax Roll Review Panel.'

126 - 128

10.8 Giants Head Mountain Park - Filming Request (Bear Trucks)

Recommendation:

THAT Council pass the following resolution:

'THAT Council approve in principal a filming by 'Bear Trucks', a skateboard company to take place on Giants Head Mountain Park from May 11th to 13th, 2015 (noon to 4:00pm), to introduce a new product;

SUBJECT to the execution of a conditional agreement between the District and Bear Trucks Company, which will include provisions to ensure adequate liability insurance, hours of closure and that any costs to the District be borne by Bear Trucks.'

11. New Business

129 - 130

11.1 Attendance at Federation of Canadian Municipalities (FCM) Conference

Recommendation:

'THAT Council discuss the upcoming Federation of Canadian Municipalities (FCM) conference and determine whether to send council representation in 2015.'

12. Bylaws

13. Councillor's Report

14. Public/Media Question Period

*Public/Media Question Period - up to 15 minutes on any matter of Local Government Interest
(2 minutes per speaker)



MINUTES OF THE SPECIAL COUNCIL
HELD AT DISTRICT OF SUMMERLAND
COUNCIL CHAMBERS
13211 HENRY AVENUE, SUMMERLAND, BC
ON MONDAY, MARCH 16th, 2015

MEMBERS PRESENT:

Mayor Peter Waterman

Councillor Richard Barkwill
Councillor Toni Boot
Councillor Erin Carlson
Councillor Doug Holmes
Councillor Janet Peake
Councillor Erin Trainer

Staff Present:

Tim Wood, CAO

Lorrie Coates, Director of Finance
Maureen Fugeta, Corporate Officer
Ian McIntosh, Director of Development Services

1. CALL TO ORDER

Mayor Peter Waterman called the meeting to order at 7:00 p.m.

2. RESOLUTION TO CLOSE MEETING TO THE PUBLIC

2.1 Resolution to Close Meeting to the Public

Moved and Seconded,

THAT this meeting now be closed to the public pursuant to Sections 90(1)(i) and (l) of the Community Charter for Council to discuss strategic goals and objectives and the receipt of advice that is subject to solicitor-client privilege.

Carried.

Certified Correct:

Mayor

Corporate Officer

/mf



MINUTES OF THE REGULAR COUNCIL
HELD AT DISTRICT OF SUMMERLAND
COUNCIL CHAMBERS
13211 HENRY AVENUE, SUMMERLAND, BC
ON MONDAY, MARCH 23, 2015

MEMBERS PRESENT:

Mayor Peter Waterman

Councillor Richard Barkwill
Councillor Toni Boot
Councillor Erin Carlson
Councillor Doug Holmes
Councillor Janet Peake
Councillor Erin Trainer

Staff Present:

Tim Wood, CAO

Renee Belyk, Manager of Finance
Jeremy Denegar, Director of Corporate Services
Maureen Fugeta, Corporate Officer
Jim Holtjer, GIS Database Coordinator
Alex Kondor, Development Planner

1. CALL TO ORDER

Mayor Peter Waterman called the meeting to order at 7:00 p.m.

2. ADOPTION OF MINUTES

2.1 Adoption of Minutes

Moved and Seconded,

THAT the Regular Council meeting minutes dated March 9th, 2015, be adopted.

Carried.

3. RESOLUTION TO AMEND THE AGENDA

The Corporate Officer advised there were no amendments to tonight's meeting agenda.

4. DELEGATIONS

4.1 Delegation: Zoe Kirk, WildsafeBC Community Coordinator

- Highlights from 2014 WildsafeBC season
- Bear Smart for Naramata
- Presentation/Displays
- Forums and focus meetings
- Challenges and goals for 2015

Council comment:

- How many incidents; bear sitings
- Timely garbage pick-ups
- Bear resistant garbage containers
- Active zones in Summerland landfill re bears

4.2 Delegation: Evelyn Riechert, MCIP, RPP - Planner - RDOS
Regional Growth Strategy Overview

- South Okanagan Regional Growth Strategy
- History; purpose and benefits
- Key themes; monitoring and implementation
- Strategic projects and successes
- Implementation; consistency with policies RDOS and Municipalities

Council comment:

- Review and growth strategy for the whole area
- Regional growth strategy committee
- Summerland's role within the Regional District
- Protocol Agreement with First Nations

4.3 Cont'd Delegation: Zoe Kirk, WildsafeBC - Roaming Horse Issue

- Free roaming horse issue timeline
- Positive results
- Options re herd reduction
- Fencing/cattle guards installation
- Vaccination programs
- Re-homing programs

Council comment:

- Re-homing horses
- Bylaws to be put in place
- Motivation and responsibility to horse owners
- Communication and understanding re progressive steps
- PIB involvement
- Horses coming into fruit orchards

5. PUBLIC COMMENT OPPORTUNITY - 15 MINUTES MAXIMUM

(2 minutes per speaker)

Comments/Questions must pertain to Agenda items

***agenda items that can be commented on by the public are highlighted**

(exception: no comments on any item with a statutory requirement, such as Zoning/OCP Amendments; DVP and TUP applications)

Dawn Richards, 14119 Prairie Valley Rd

- Reference Item 11.1 – Notice of Motion
- Has been quite involved in previous petition
- No one opposed to paying for their irrigation water; making sure it was a fair rate
- Will the properties in question be reinstated to the irrigation roll
- Property owners requesting to have irrigation lines removed; will they be put back on the irrigation roll
- Lots of variables with these properties

John Bubb, 15317 Prairie Valley Rd

- Representing Summerland Food Bank and Resource
- Need for services of the Food Bank increasing
- Grateful for financial support
- Community gaming grant denied
- Will be gathering information and developing plans to meet goals in our Strategic Plan relating to provision of social or affordable housing

6. MAYOR'S REPORT

- Main focuses for Council has been the development of our Strategic Plan – council focus for this year and beyond; added a fourth pillar 'cultural vibrancy'; cultural task force to be struck to formulate a cultural master plan for the community
- Continued review of amendments and proposed amendments to our Official Community Plan; select committee reviewing same and council will be bringing the results of these deliberations to the public in the near future
- Budget deliberations and examining advisory committees
- Thanks to our Interim CAO, Tim Wood who has lead Council with his personable and thoughtful advice this past three months

7. DEVELOPMENT SERVICES DEPARTMENT REPORTS

7.1 Development Variance Permit for Lot 1, DL 488, ODYD, Plan 3533
(6003 Dale Avenue)
Mayor Waterman to ask for public comment.

The Development Planner introduced the application for the developer's request for a variance to road right-of-way width located at 6003 Dale Avenue.

The Corporate Officer read the following written submission:

Dena Knowles, 907 May Street

- Several concerns with the proposed variance to reduce the minimum right of way
- A narrower roadway makes for unsafe walking conditions and for children
- Sidewalks are not confirmed by the developer or required by the building code
- Narrowing Dale Avenue does not make sense from a traffic flow or safety perspective
- Many local families may use that particular street in order to gain entry to the public beach access
- Concerned with increased on-street parking congestion due to small lot sizes and multiple vehicles per home

Mayor Waterman asked if there was anyone who would like to speak to this issue:

Barry Cowan, 10604 Lister

- Interesting developers re high density housing
- Access to cul-de-sac
- Access for pedestrian traffic
- Adequate road widths a must

Dena Knowles, 907 May Street

- Represent two properties at 901 and 907 May Street
- Heavy walking area; concerned with traffic
- Vehicle congestion in summer time
- Concerns about parking and safety for pedestrians

Brad Elenko, Agent for Developers

- Sidewalk planned for the east side of Dale Avenue
- Asphalt width is 9 meters; storm drainage
- Boulevard and pedestrian movement
- Expanding right-of-way
- Drainage clarification – challenge to drain area properly
- Sidewalk on internal road for the whole subdivision
- Discussion re signs and parking
- bike lanes, dedicated pathways

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Council comment:

- consideration to variance for Lot 29 (option)
- narrowing one lot down
- sidewalks planned; bike lane
- pathway to Powell beach – pedestrian connection
- equal portions of road from center line discussed
- any other options available

Moved and Seconded,

THAT a Development Variance Permit to reduce the required minimum right-of-way width for a local road in Subdivision and Development Bylaw 99-004 from 16m to 13.72m for the extension of Dale Avenue as shown on Schedule B, be granted to Lot 1, DL 488, ODYD, Plan 3533, located at 6003 Dale Avenue.

DEFEATED.

8. STAFF AND OTHER REPORTS

8.1 Land Disposal Policy *(brought forward from March 9th, 2015 - In Camera Session)*

The CAO provided an overview of the Land Disposal Policy.

Council comment:

- flexibility in dealing with properties looking at the land inventory
- completely transparent
- policy and review of the Official Community Plan
- Land disposal
- Key way of providing income stream to the District over and above property tax
- Policy goes hand in hand with our considerations and final points with our OCP and Strategic Plan

Moved and Seconded,

THAT Council approve and adopt District of Summerland - Disposal of Municipal Property Policy No. 100.13.

Carried.

Mayor Waterman called for a recess at 8:40 p.m.

Mayor Waterman called the meeting back to order at 8:45 p.m.

8.2 **2015-2019 Strategic Plan**
(brought forward from March 9th and 16th, 2015 - In Camera Sessions)
Mayor Waterman to ask for public comment.

Members and staff discussed the facilitated process going through the sessions in creating the 2015-2019 Strategic Plan, setting the course for the new Council and for the District, being accountable to the public and the four pillar approach (social, economic, environmental and cultural well being of the community).

Mayor Peter Waterman invited the public to speak on this issue:

Barbara Thorburn

- congratulate the council and staff putting together a real good beginning with the Strategic Plan.

John Bubb

- a great document to me; congratulate you also; food bank and resource center has also developed a new Strategic Plan.

Moved and Seconded,

THAT Council adopt the 2015-2019 Strategic Plan.

Carried.

8.3 **Council Advisory Committees**

The CAO stated that in December 2014, Council extended Council Advisory Committee appointments two months to give the District time to review the committee structure and give citizens further time to express an interest in serving on committees.

He added that staff have since refreshed and standardized the Committee terms of reference and confirmed the interest of existing committee members in continuing their service.

Council comment:

- concerns with wording of the recommendation
- aspects of committee structure needs to be examined
- chairman of the committee responsible for preparing of meeting Agenda, in consultation with staff
- committee members to take possession of their role
- clarification of committees and commissions

Moved and Seconded,

THAT Council receive the Council Advisory Committee structure and terms of reference outlined in the Report from the Interim CAO dated March 17th, 2015;

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AND THAT Council strike a three person select committee consisting of Mayor Peter Waterman and Councillor's Holmes and Peake to fine tune the Council Committee structure and terms of reference;

AND FURTHER THAT Council direct staff to canvas the community for volunteers to serve on Council Committees through a direct mail approach to stakeholder organizations, newspaper advertisements, newsletter feature, website, and open house.

Carried.

9. BYLAWS

9.1 Bylaw 2015-004 - Amendment of Fees and Charges Bylaw No. 98-001 (Electric Rates)

Moved and Seconded,

THAT Bylaw 2015-004 - Amendment of Fees and Charges Bylaw No. 98-001 (Electric Rates), be adopted.

Carried.

9.2 Bylaw 2015-005 - Amendment of Fees and Charges Bylaw No. 98-001 (Water Rates)

Moved and Seconded,

THAT Bylaw 2015-005 - Amendment of Fees and Charges Bylaw No. 98-001 (Water Rates), be adopted.

Carried.

9.3 Bylaw 2015-006 - Amendment of Fees and Charges Bylaw No. 98-001 (Sewer Rates)

Moved and Seconded,

THAT Bylaw 2015-006 - Amendment of Fees and Charges Bylaw No. 98-001 (Sewer Rates), be adopted.

Carried.

10. COUNCILLOR'S REPORT

10.1 Councillor Richard Barkwill - Introduction of 'Notice of Motion' re Agricultural Properties (second service unmetered irrigation water)

Councillor Barkwill:

Councillor Barkwill introduced a Notice of Motion regarding agricultural properties and second service unmetered irrigation water.

Members discussed:

- Irrigation water service on parcels less than 2 acres
- 2010 last time they had received their bill; and 2014 that they were not charged for this service; they should be charged at the rate that was previously charged back in the 2010/2011 era
- Water rates increase
- Public do want to contribute to the cost of water
- Makes sense to charge public for the water that they are using
- Administration and staff time and costs

Moved and Seconded,

THAT Council direct staff to bring a water rate bylaw amendment forward for Council consideration at the April 27th, 2015 Regular Council meeting providing a special irrigation rate for those agricultural properties under two acres with unmetered irrigation service for the 2015 irrigation season, approximating the 2011 charges.

Carried.

Councillor Trainer:

- Attended the Healthy Living Fair on behalf of Summerland Council on March 14th in Penticton; free event; good turnout; Dr. Art Hister speaker
- Continuing to work with Councillor Boot and Mayor Waterman re OCP Bylaw Review Committee
- SADI having their annual fund raiser on Tuesday, April 14th – tickets \$35.00 on sale at Zia's; Royal LePage and Beanery Coffee House

Councillor Barkwill:

- Attended monthly meeting for Heritage Advisory Committee; discussion re naming of street in Trout Creek; 'Treffry' (citizen who died in the first world war); suggested name for new subdivision

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Councillor Boot:

- Attended the RDOS meeting March 12th
- Attended Strategic Planning meetings and Official Community Plan Bylaw Review Committee meetings
- Commented on Dr. Joe Maza re science and innovation March 20th, 2015 show re dietary supplements; dinner on March 29th at 5:00pm – Summerland United Church – fund raiser for food bank; silent auction

Councillor Carlson:

- Friends of the Gardens successful events; big asset for our town
- RDOS has composters available
- Seedy Saturday is March 29th at the IOOF hall, 10:00am to 2:00pm

Councillor Holmes:

- Met with the new Arts Council board; singers and players
- Community Cultural Task Force; response has been positive; really looking to the input from these organizations into the whole process

Councillor Peake:

- Attended the Healthy Living Fair; interesting vendors there; met a lot of neighbours; a good Saturday morning
- Attending the trail of the Okanagan meetings, making good progress, opening of multi-use trail
- Chief Building Official Robert Cook presentation at Timbermart re new Building Code Regulations and the construction industry

11. PUBLIC/MEDIA QUESTION PERIOD

**Public/Media Question Period – up to 15 minutes on any matter of Local Government Interest. (2 minutes per speaker)*

Barry Cowan

- Displayed 2010 irrigation bill – assessed re ½ acre
- Irrigation rate per acre; farmers are charged and pro-rated down to what your size was on the assessment roll

Susan McIvor

- Irrigation bill for ½ acre was 30.00 per year
- 280 parcels of property that fall under 2 acre size; about ½ of those properties have commented on whether they want the water continued or not; and ½ of those have declined
- Reinstatement of water advisory committee and what is the rationale
- Strategic Plan: sessions were facilitated by Mr. Dan Dinsmore and CAO; why were the sessions held in-camera; CAO provided clarification

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12 ADJOURN

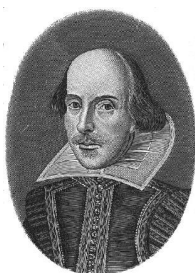
The meeting adjourned at 9:45 p.m.

Certified Correct:

Mayor

Corporate Officer

/mf



Good Will Shakespeare Society

April 6th, 2015

Dear Mayor of Summerland and Members of Council,

For 15 years students from around British Columbia have descended on Summerland to participate in the Good Will Shakespeare Festival. A staple of Summerland created by community members and maintained by an independent society, the festivals financial success depends on the support of students and Summerland at large.

The Summerland Councils in kind support over the years has been greatly appreciated. We would however, request that you consider supporting this important event financially. A financial contribution of up to \$1000 would significantly assist in the continued viability of this exciting event.

May we thank you in advance for your consideration of this request.

Sincerely,

Megan Lindow

President

Good Will Shakespeare Society

megan@meltdayspa.com



THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: April 13th 2015
TO: Linda Tynan – Chief Administrative Officer
FROM: Ian McIntosh – Director of Development Services
(Report Prepared by Alex Kondor – Development Planner)
SUBJECT: Zoning/OCP Amendment Application Lot 22, DL 488, Plan 310
4816 Nixon Rd

STAFF RECOMMENDATION

THAT Council pass the following resolution:

1. **THAT** Bylaw **2015-007** to amend Official Community Plan Bylaw 2000-310 to:
 - change the OCP designation of Lot 22, DL 488, Plan 310, located at 4816 Nixon Road from Agricultural to Low Density Residential, be introduced and given first reading;

AND THAT Bylaw **2015-010** to amend Zoning Bylaw 2000-450 to:

 - rezone Lot 22, DL 488, Plan 310, located at 4816 Nixon Road from A1-Agricultural Small Acreage Zone to RSD2 – Residential Large Lot, be introduced and given first reading;

AND FURTHER THAT adoption of the bylaw amendments be considered in conjunction with a 219 covenant registered on the title of the property prohibiting subdivision unless it is in substantial conformance with the plan attached as Schedule “C” to this report, including dedication of parkland as shown on the plan;
2. **THAT** Bylaw **2015-011** to amend Official Community Plan Bylaw 2014-002 (currently at third reading) to:
 - change the designation of Lot 22, DL 488, Plan 310, located at 4816 Nixon Road from Agricultural to Low Density Residential be introduced and given first reading;
3. **A** public hearing be scheduled for Bylaws 2015-007, 2015-010 and 2015-011 to take place on Monday, April 27th, 2015.

PURPOSE:

To present a comprehensive review regarding the applicant's request to amend the Official Community Plan and rezone the property for residential development.

BACKGROUND:

Current Use: Agricultural
Parcel Size: 2.3ha (5.77ac)
Zoning: A1 - Agricultural Small Acreage Zone

OCP: Agricultural
M.o.T. Approval: Required

The site is adjacent to Trout Creek and is bounded by Nixon Road, Stonor Street, and Williams Avenue. The adjacent land uses are primarily residential with the exception of an orchard operated by the Pacific Agri-foods Research Centre on the south side of Trout Creek. The surrounding properties are zoned RSD2 – Residential Large Lot and RSD3 – Residential Estate Lot. This site is designated Agricultural in the Official Community Plan (OCP) but is not located in the Agricultural Land Reserve. Historically a portion of this property has been farmed and is currently planted to pears. A significant portion of the property has been left in its natural state. The property contains an existing single family dwelling and several accessory structures which are accessed from Stonor Street. The property also contains a mobile home for farm help accessed from Williams Avenue. The proposal is to re-designate the land from Agriculture to Low Density Residential and rezone from A1-Agriculture to RSD2-Residential Large Lot. A map of the property is shown on Schedule "A".

DISCUSSION:

OCP

The property is designated Agriculture in the OCP but it is located within both the current and proposed urban growth area. Objectives of the urban growth area include promoting infill development and selective intensification of land uses within existing urban areas being respectful of ecological values, as well as, ensuring that new development does not negatively impact pre-existing neighbouring uses and recognizes natural area values. The proposed development includes dedicating approximately 1/3 of the property as park to protect environmental values on the property.

Development Permit Areas

The applicant is required to obtain an Environmentally Sensitive Development Permit which must be issued by Council prior to subdivision. As part of the zoning review, the site has been evaluated by a Registered Professional Biologist. Mapping has shown a large portion of the property is ESA1 which is deemed to be a highly sensitive area and is not intended to be disturbed by future development. This is mainly due to presence of habitat that is identified as critical for the Lewis's Woodpecker which is a federally 'threatened' and provincially 'red-listed' bird species. The remaining portions of the property that contain the existing pear tree orchard and two single family dwellings are deemed ESA2, ESA3 and ESA4 which range from moderate to non-sensitive. As part of the rezoning process District staff and the property owner are recommending that the highly-environmentally sensitive areas designated as ESA1 should be dedicated to the District as parkland. This is a significant parkland dedication of private property to protect environmental values and the property owner should be commended for supporting this approach. A map showing the environmentally sensitive areas is attached as Schedule B.

The applicant is required to obtain a Watercourse Development Permit prior to subdivision as the property is adjacent to Trout Creek. This permit can be issued by the Director of Development Services. As part of the zoning review, a draft Riparian Area Regulations (RAR) assessment report has been provided. The Streamside Protection and Enhancement Area (SPEA) set-back has been determined to be 30 metres from the creek. A restrictive covenant to ensure the terms of the final RAR report are followed will be a condition of the Development Permit and/or subdivision approval.

Zoning Bylaw

The RSD2 zone allows for lots with a minimum lot size of 650 square metres with a minimum width of 18m and depth of 30m. The surrounding area is a mix of RSD2 and RSD3 zoned lots. The proposed OCP amendment and subsequent rezoning would allow for infill development and build out of the property. The District's Development Services department is working with the applicant to create a subdivision plan that incorporates the protection of the environmentally sensitive areas, provides trails and connectivity to Trout Creek, and allows for the most efficient use of the land based on the proposed minimum lot size of 650 sq. metres. A neighbourhood concept map is attached as Schedule C.

CIRCULATION COMMENTS:

This application was circulated to the Works and Utilities Departments as well as the Fire Department. No concerns related to the OCP/Rezoning of the property were raised. If the rezoning application is approved there will be substantial servicing work required as part of the subdivision process.

This application was presented to the Advisory Planning Commission meeting held on March 13th 2015. After reviewing the application the Commission passed the following recommendation.

THAT the Advisory Planning Commission support the application as presented.

Should the application receive third reading, it will be forwarded to the Ministry of Transportation and Infrastructure for approval. District staff are recommending that this bylaw does not require consultation with the RDOS, adjacent municipalities, first nations, other Provincial agencies or Federal Government agencies. Staff are therefore satisfied that all appropriate consultation has taken place. The requirements of Section 879 - Consultation during OCP development of the Local Government Act have therefore been fulfilled.

The proposed bylaw amendment has been forwarded to the Okanagan Skaha School District 67 for consultation. The requirements of Section 881 – Planning of School Facilities have therefore been fulfilled.

The proposed bylaw amendment has been considered in conjunction with the District of Summerland's financial plan and waste management plan. The requirements of Section 882 – Adoption procedures have therefore been fulfilled.

FINANCIAL IMPLICATIONS:

There are no immediate cost implications to the District associated with this Development. There would be an increase in property tax revenue if the property is rezoned and subdivided.

CONCLUSION:

The proposed low density residential OCP designation and RSD2 zone are compatible with the surrounding land uses. If the OCP/Rezoning application is approved this will result in an infill development with a density similar to the surrounding neighbourhood. A relatively large portion of the property is proposed to remain in its natural state and will be preserved as parkland. It is intended that the area to be dedicated as park will be also be designated and rezoned to park in the future.

ALTERNATIVES TO STAFF RECOMMENDATION:

Council could deny the application or send it back for further review.

Respectfully Submitted,



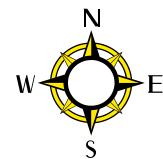
Ian McIntosh
Director of Development Services

Approved for Agenda



CAO: Linda Tynan April 7th, 2015

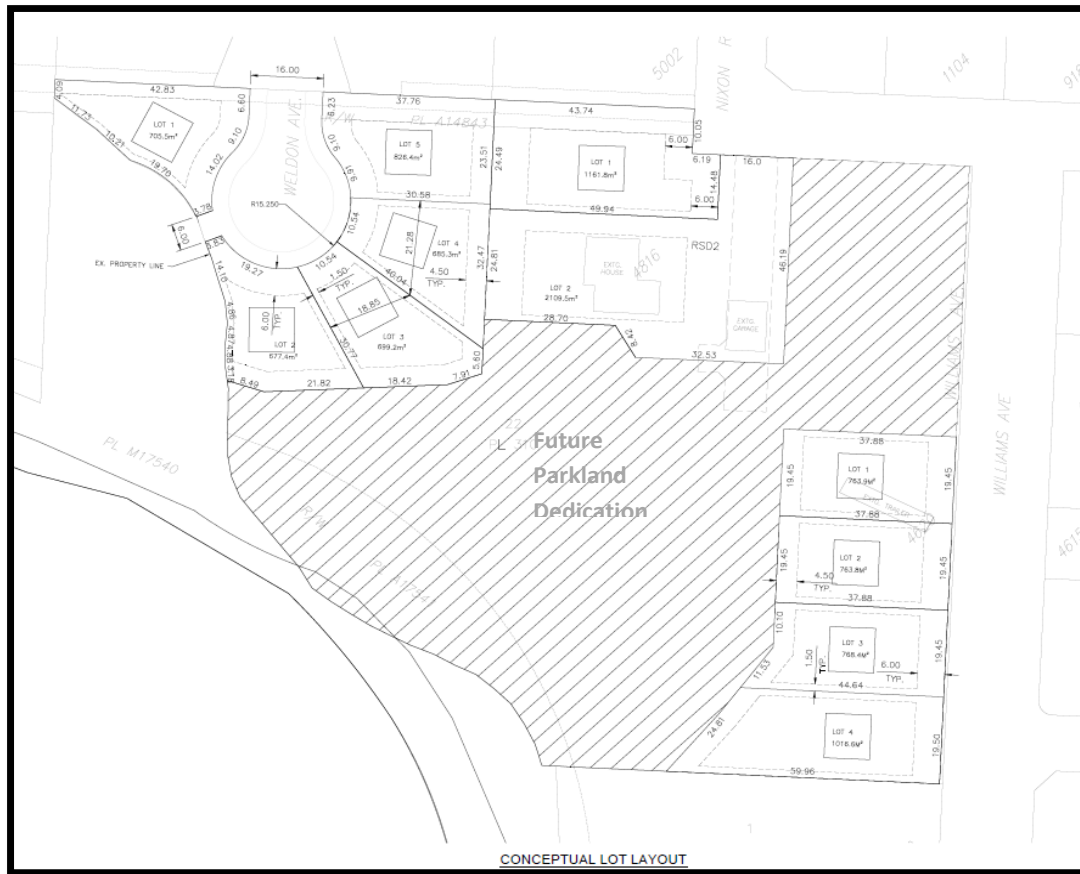
Schedule A – Site Map



Schedule B – Environmentally Sensitive Areas



Schedule C – Neighbourhood Concept



THE CORPORATION OF THE DISTRICT OF SUMMERLAND

BYLAW NUMBER 2015-007

**A BYLAW TO AMEND 'SUMMERLAND OFFICIAL COMMUNITY PLAN BYLAW
(2008) NO. 2000-310' (4816 NIXON RD)**

The Municipal Council of the Corporation of the District of Summerland, in open meeting assembled, enacts as follows:

1. THAT Official Community Plan Bylaw (2008) No. 2000-310 be amended to change the land use designation of Lot 22, DL 488, Plan 310, located at 4816 Nixon Road from Agricultural to Low Density Residential, as outlined on attached map Schedule A.
2. THAT each reading of this bylaw has received a majority vote of the full Municipal Council pursuant to Section 882(2) of the *Local Government Act*.
3. This Bylaw may be cited as "Bylaw No. 2015-007, Amendment of Official Community Plan Bylaw (2008) No. 2000-310 (4816 Nixon Road).

Read a first time this day of , 2015.

Considered at a Public Hearing this day of 2015.

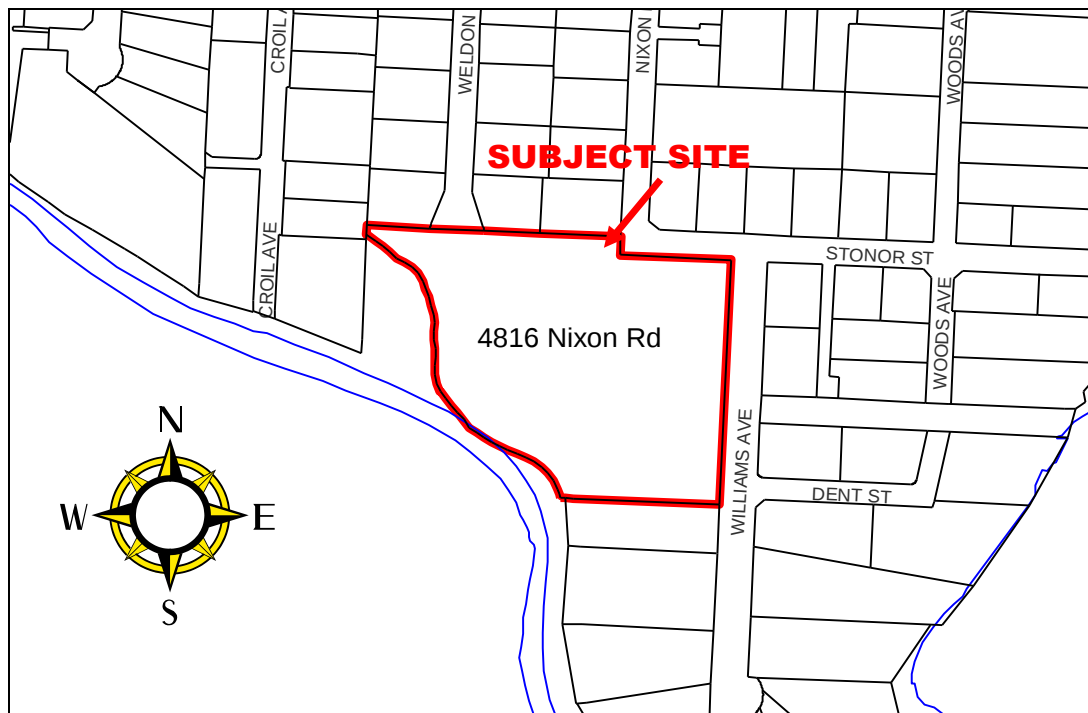
Read a second and third time by the Municipal Council this day of , 2015.

Adopted by the Municipal Council of the District of Summerland this day of 2015.

Mayor

Corporate Officer

SCHEDULE 'A' TO BYLAW NO. 2015-007



THE CORPORATION OF THE DISTRICT OF SUMMERLAND

BYLAW NUMBER 2015-010

**A BYLAW TO AMEND 'ZONING BYLAW NUMBER 2000-450' TO REZONE FROM
A1 TO RSD2 – 4816 NIXON RD**

The Municipal Council of the Corporation of the District of Summerland, in open meeting assembled, enacts as follows:

1. THAT Schedule 'B' of District of Summerland Zoning Bylaw Number 2000-450 be amended by changing the zoning classification of Lot 22, DL 488, Plan 310 located at 4816 Nixon Road, from A1 – Agricultural Small Acreage Zone to RSD2 – Residential Large Lot, as outlined on attached map Schedule A.
2. This bylaw may be cited as "Bylaw No. 2015-010, Amendment of Zoning Bylaw Number 2000-450 (4816 Nixon Road)".

Read a first time this day of , 2015. .

Considered at a Public Hearing this day of , 2015.

Approved pursuant to section 52(3) (a) of the Transportation Act this
day of 2015.

for Minister of Transportation and Infrastructure

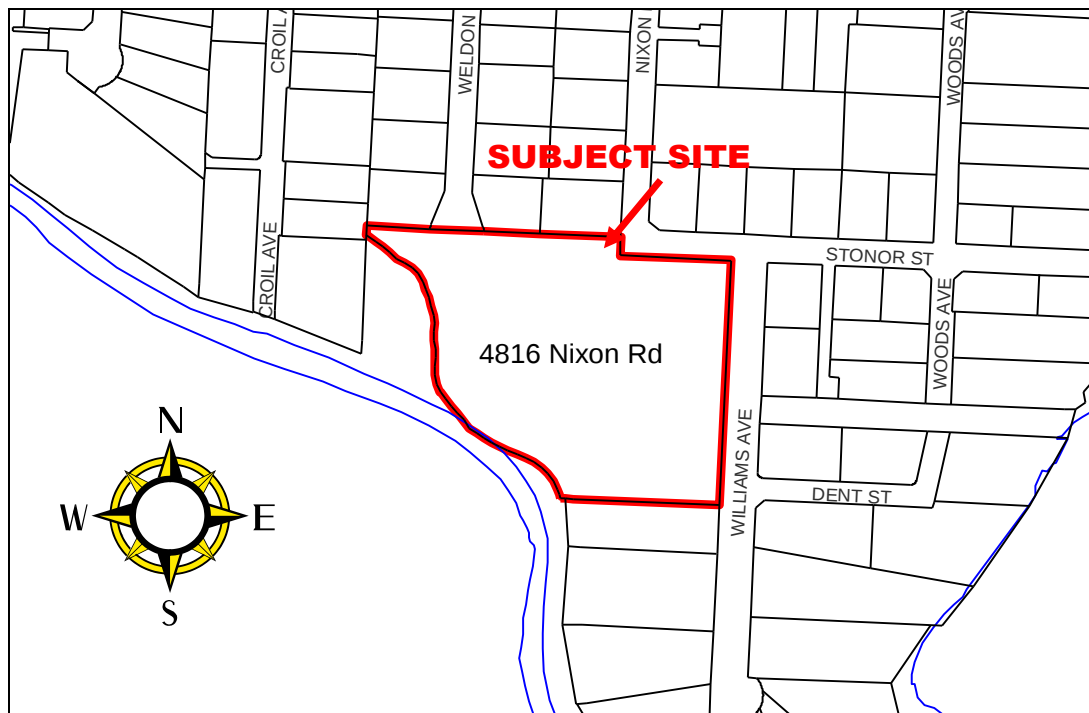
Read a second and third time this day of 2015.

Adopted by the Municipal Council of the District of Summerland this day of , 2015.

Mayor

Corporate Officer

SCHEDULE 'A' to Bylaw 2015-010



THE CORPORATION OF THE DISTRICT OF SUMMERLAND

BYLAW NUMBER 2015-011

**A BYLAW TO AMEND 'SUMMERLAND OFFICIAL COMMUNITY
PLAN BYLAW NO. 2014-002'
(4816 NIXON RD)**

The Municipal Council of the Corporation of the District of Summerland, in open meeting assembled, enacts as follows:

1. THAT Official Community Plan Bylaw No. 2014-002 be amended to change the land use designation of Lot 22, DL 488, Plan 310, located at 4816 Nixon Road from Agricultural to Low Density Residential, as outlined on attached map Schedule A.
2. THAT each reading of this bylaw has received a majority vote of the full Municipal Council pursuant to Section 882(2) of the *Local Government Act*.
3. This bylaw may be cited as "Bylaw No. 2015-011, Amendment of Official Community Plan Bylaw No. 2014-002 (4816 Nixon Road)."

Read a first time this day of , 2015.

Considered at a Public Hearing this day of , 2015.

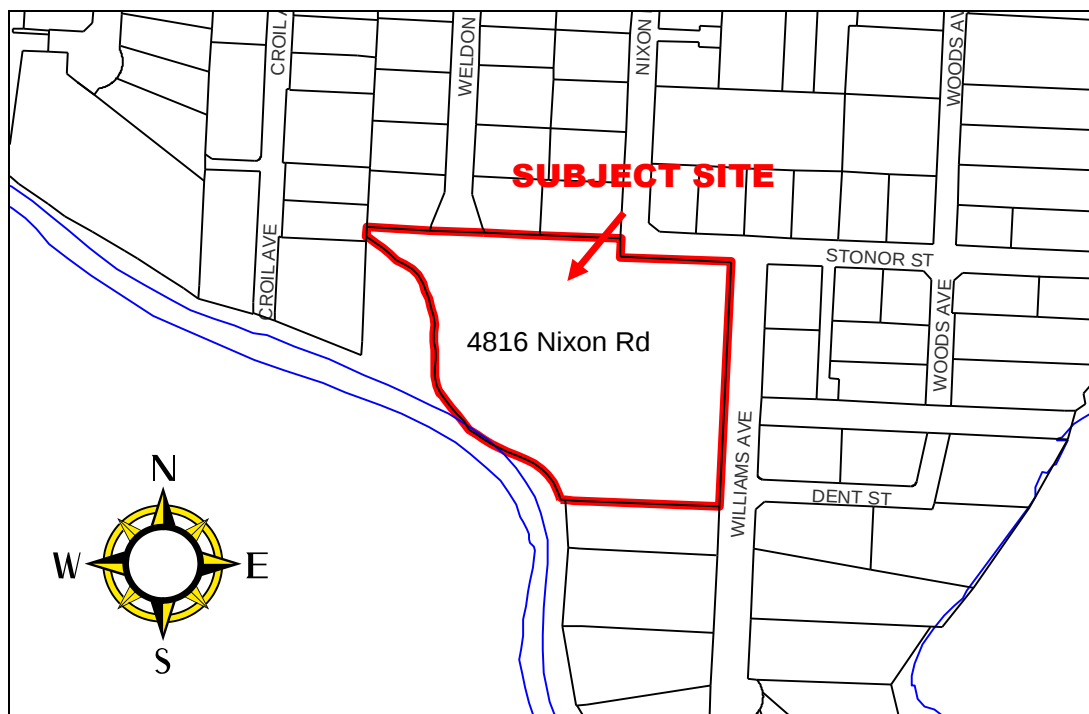
Read a second and third time by the Municipal Council this day of 2015.

Adopted by the Municipal Council of the District of Summerland this day of 2015.

Mayor

Corporate Officer

SCHEDULE 'A' TO BYLAW 2015-011





THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: April 13th 2015
TO: Linda Tynan – Chief Administrative Officer
FROM: Ian McIntosh – Director of Development Services
(Report Prepared by Alex Kondor – Development Planner)
SUBJECT: Zoning Amendment Lot B, District Lot 488, Plan 26797
2705 Johnson Street

STAFF RECOMMENDATION

THAT Council pass the following resolution:

‘THAT the zoning amendment (CR1 – Country Residential 1 – 2705 Johnson St) Bylaw No. 2015-008 be introduced and given first reading;

AND FURTHER THAT a public hearing be scheduled for Monday, April 27th, 2015.’

PURPOSE:

To present a comprehensive review regarding a request for a site specific amendment to the Zoning Bylaw to operate a home occupation that involves canine boarding on the property.

BACKGROUND:

Current Use:	Residential
Parcel Size:	2,589m ² (0.64ac)
Zoning:	CR1 – Country Residential 1
OCP:	Rural Residential
M.o.T. Approval:	Required

The subject property is located on Johnson Street approximately 300m west of the intersection of Johnson Street and Highway #97. There is an existing single detached house on the property. The property owners have applied to operate a ‘Holistic Dog Care’ business at this location. A critical component of this building includes the boarding of up to 5 dogs at a time overnight at the premises. There is one residence directly adjacent to the east of the subject property. There is the ‘Okanagan Hindu Temple and Cultural Society’ to the north of the property and an agricultural operation to the south and west of the site. A site map is attached as Schedule ‘A’.

The property owners used to run ‘Heidi’s Doggy Daycare’ at 4510 Gartrell Road which was zoned Agricultural and allowed for animal shelters. The property owners have relocated to 2705 Johnson Street which is zoned Country Residential and animal shelters are not permitted in this zone. The property owner is therefore applying to operate a home occupation that would allow for the boarding of up to 5 canines on the property including personal pets.

DISCUSSION:

OCP

The property is designated Rural Residential in the Official Community Plan (OCP). This designation supports the current CR1 zoning and there is no policy in the OCP to support or discourage the proposed zoning amendment to allow an expanded home occupation.

ALR

The property is located in the Agricultural Land Reserve (ALR). Home occupations are considered 'permitted uses' for land in the ALR. In accordance with Section 3(1) of the ALC Agricultural Land Reserve Use, Subdivision and Procedure regulation any home occupation must be accessory to a dwelling and must comply with municipal bylaws.

Zoning Bylaw

The property is zoned CR1 – Country Residential 1. Type 1, 2, and 3 Home Occupations as defined by the Zoning Bylaw are permitted in the CR1 zone. Home Occupations as defined by the Zoning Bylaw below specifically exclude uses that involve the boarding of animals mainly to prevent potential disturbances to the surrounding neighbourhood:

*An occupation, Business, or professional practice conducted for remuneration and contained entirely within a Dwelling or its Accessory Buildings which is clearly subordinate to the Principal Use as a Dwelling and where the proprietor is also a resident of the Dwelling where the Home Occupation occurs. This does **not** include Uses such as Automotive & Equipment Repair Shops, Autobody Repair Shops, Eating & Drinking Establishments, Commercial Kennels, Veterinary Clinics, Animal Shelters, Group Homes, Child Care Centres or Health Services.*

There are also specific regulations for Home Occupations in Section 7.6 of the Zoning Bylaw. The applicant has stated she can comply with all of the regulations of the Zoning Bylaw except for the boarding of animals. The applicant would like to board up to 5 dogs on her property and, as this does not comply with the current zoning, a text amendment to the Zoning Bylaw must be approved by Council to allow this use to take place on the subject site.

CIRCULATION COMMENTS:

This application was circulated to the Works and Utilities Departments as well as the Fire Department and no concerns were raised.

This application was presented to the Advisory Planning Commission meeting held on March 13th 2015. After reviewing the application the Commission passed the following recommendation.

THAT the Advisory Planning Commission support the application as presented.

Should the application receive third reading, it will be forwarded to the Ministry of Transportation and Infrastructure for approval.

FINANCIAL IMPLICATIONS:

There are no anticipated cost implications to the District associated with this application.

CONCLUSION:

The proposed amendment is a site specific text amendment to the Zoning Bylaw to allow a maximum of 5 canines to be boarded on the property as part of a 'holistic dog care' home

occupation business. Home occupations that involve the boarding of animals are prohibited by the Zoning Bylaw to minimize potential disturbances on the surrounding neighbourhood. In this specific case the applicant has operated a similar business at another location in which dog boarding was permitted and no complaints were received. The applicants have stated their intentions to monitor the dogs to ensure that any noise from barking is minimized. The subject site is located in a rural area and no significant impacts to the surrounding neighbourhood are anticipated.

OPTIONS:

Council could deny the application or send it back for further review.

Respectfully Submitted,



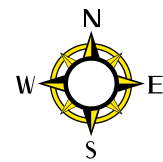
Ian McIntosh
Director of Development Services

Approved for Agenda



CAO: Linda Tynan April 7, 2015

Schedule A – Site Map



THE CORPORATION OF THE DISTRICT OF SUMMERLAND

BYLAW NUMBER 2015-008

**A BYLAW TO AMEND 'ZONING BYLAW NUMBER 2000-450'
TO ADD 'HOME OCCUPATION – TYPE 1, 2 OR 3 – TO BOARD UP TO 5
CANINES' IN THE CR1 – COUNTRY RESIDENTIAL 1 ZONE LOCATED
AT 2705 JOHNSON STREET, ONLY'**

The Municipal Council of the Corporation of the District of Summerland, in open meeting assembled, enacts as follows:

1. THAT Subsection 9.1.3 Accessory Uses of CR1 – Country Residential Zone of Schedule 'A' of District of Summerland Zoning Bylaw Number 2000-450 be amended as follows:

By adding the following Accessory Use:

'h) Home Occupation – Type 1, 2 or 3 – to board up to 5 canines, as a site specific accessory use on Lot B, District Lot 488, Plan 26797, located at 2705 Johnson Street.

2. This bylaw may be cited as "Bylaw No. 2015-008, Amendment of Zoning Bylaw Number 2000-450 (CR1 – Country Residential 1 – 2705 Johnson Street).

Read a first time this day of 2015.

Considered at a Public Hearing this day of 2015.

Read a second and third time this day of 2015.

Approved pursuant to section 52(3) (a) of the Transportation Act this
day of , 2015.

for Minister of Transportation and Infrastructure

Adopted by the Municipal Council of the Corporation of the District of Summerland this day of
2015.

Mayor

Corporate Officer



THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: April 13th 2015
TO: Linda Tynan – Chief Administrative Officer
FROM: Ian McIntosh – Director of Development Services
(Report Prepared by Alex Kondor – Development Planner)
SUBJECT: Minor Text Amendments to Zoning Bylaw 2000-450

STAFF RECOMMENDATION

THAT Council pass the following resolution:

‘THAT Zoning Bylaw amendment (Minor Text amendments) Bylaw 2015-009 be introduced and given first reading;

AND FURTHER THAT a public hearing be scheduled for Monday, April 27th, 2015.’

PURPOSE:

To present a comprehensive review of several minor text amendments to District Zoning Bylaw No. 2000-450.

BACKGROUND:

Approximately once a year District staff bring forward small text amendments termed ‘minor’ amendments meant to improve existing bylaws or address inconsistencies and redundancies detected during the application of the bylaws.

Five (5) amendments are proposed:

1. Zoning Bylaw amendment to allow patios to project into required yard set-backs.
2. Zoning Bylaw amendment to add lot coverage maximums for buildings in the A1 and A2 Zones
3. Zoning Bylaw amendment to fix a conflict relating to building height of dwellings for farm help.
4. Zoning Bylaw amendment to require that a garage door have a minimum 6.0m set-back as measured from any facing public street or driveway access easement.
5. Zoning bylaw amendment to increase the lot coverage in RSD1(i) zone from 30% to 40%

DISCUSSION:

1. Zoning Bylaw amendment to allow patios to project into required yard set-backs.

One proposed amendment to the Zoning Bylaw is to allow patios to project into a required yard set-back. Currently Zoning Bylaw Section 4.2 – Projections into Setbacks allows for similar structures such as unenclosed decks, balconies, and porches to project into a required yard set-back but does not include patios. Patios are defined in the Zoning Bylaw as “a surfaced open space meant for support of people or materials, located at or less than 0.6m above Finished Grade.” The proposed amendment is to add ‘above grade patios’ into Section 4.2 and to clarify that these ‘projections’ do not apply to the setbacks from Highway #97:

4.2.1 - No Building or Structure other than the following shall be located in the Setbacks required in this Bylaw. **This Section is not applicable to the setbacks stated in Section 4.7.1 – Setbacks from Highways and Major Streets.:**

- (c) unenclosed Decks, **above grade patios**, Balconies, Porches or steps, eaves, Canopies and Awnings may project into a required Setback provided such projections do not exceed 1.5m in the case of a Front Yard or an Exterior Side Yard (b and c in the figure below); 0.6m in the case of an Interior Side Yard (c in the figure below); or 2.0m in the case of a Rear Yard (d in the figure below);

2. Zoning Bylaw amendment to add lot coverage regulations for buildings in the A1 and A2 Zones

The second proposed amendment to the Zoning Bylaw is to add lot coverage regulations for buildings and structures in the A1 and A2 agricultural zones. Currently the maximum Lot Coverage for all building and structures where the principal use is greenhouses or plant nurseries is 65%. The previous zoning bylaw limited other buildings and structure that were not considered greenhouses or plant nurseries to 10%. This regulation appears to have been missed when the new zoning bylaw was adopted. The proposed amendment is to restore the following to the A1 and A2 zones:

Maximum lot coverage for all Buildings and Structures outside the Farm Home Plate is 10%

3. Zoning Bylaw amendment to fix a conflict relating to building height of dwellings for farm help

The third proposed amendment to the Zoning Bylaw is to fix a conflict in the regulations that states that the maximum height for farm dwellings “may not exceed 4.5m or one Storey in Height”. The intent is for the height to be one storey that cannot exceed 4.5m. The proposed amendment is to add the words ‘...the lesser of...’ in Section 8.1.7 (b)(iv)(c)(d) and Section 8.2.7 (b)(iv)(c) as shown below:

Additional dwelling for Farm Help shall conform to the following:
may not exceed the lesser of 4.5m or 1 storey

4. Zoning Bylaw amendment to require that a garage door have a minimum 6.0m set-back as measured from any facing public street or access/driveway easement.

The fourth proposed amendment to the Zoning Bylaw is to add a new set-back requirement for garage doors as measured perpendicular to any property line abutting a public street or driveway access easement. Currently there is no set-back requirement for garage doors from public roads or driveway easements which has resulted in insufficient room to park in front of a garage door.

The proposed amendment is to add the following to Zoning Bylaw Section 6.5 Vehicle Parking Space Design Standards:

A garage door shall have a minimum setback of 6.0m as measured from the edge of any facing public road right-of-way or driveway access easement that provides access to the lot.

Zoning bylaw amendment to increase the lot coverage in RSD1(i) zone from 30% to 40%

The fifth amendment to the Zoning Bylaw is to increase the lot coverage in the RSD1(i) zone to 40%. The existing regulation limits lot coverage to 30% of lot size. Increasing lot coverage would be consistent with the existing RSD1 zone which currently has a maximum site coverage regulation of 40%. The proposed amendment is to amend section 10.2.5 (a) of the Zoning Bylaw as follows:

Maximum Lot Coverage in the RSD1(i) zone is ~~30%~~ 40%

CIRCULATION COMMENTS:

This application was circulated to the Works and Utilities Departments as well as the Fire Department, no concerns were raised.

This application was presented to the Advisory Planning Commission meeting held on March 13th 2015. After reviewing the amendments and discussing the changes with staff the Commission supported bringing forward the proposed amendments for consideration.

FINANCIAL IMPLICATIONS:

There are no major financial implications associated with any of the proposed amendments.

CONCLUSION:

District staff are recommending adoption of these text amendments termed 'minor text' amendments to improve administration of the zoning bylaw.

ALTERNATIVES TO STAFF RECOMMENDATION:

Council could choose to only allow a few specific amendments to proceed or none at all.

Respectfully submitted,



Ian McIntosh
Director of Development Services

Approved for Agenda



CAO: Linda Tynan April 7, 2015

Schedule 1 - Zoning Bylaw amendment to allow patios to project into required yard setbacks.

4.2 Projections into Setbacks

4.2.1 No *Building* or *Structure* other than the following shall be located in the *Setbacks* required in this Bylaw. This Section is not applicable to the setbacks stated in Section 4.7.1 – Setbacks from Highways and Major Streets.:

- (a) chimneys, cornices, leaders, eaves, gutters, pilasters, belt courses, sills, bay windows and similar features may project into a required *Setback* provided such projections do not exceed 0.6m measured horizontally (*a*, *b*, *c*, and *d* in the figure below);
 - (b) fencing and retaining walls subject to the regulations of this Bylaw;
 - (c) unenclosed *Decks*, above grade patios, *Balconies*, *Porches* or steps, eaves, *Canopies* and *Awnings* may project into a required *Setback* provided such projections do not exceed 1.5m in the case of a *Front Yard* or an *Exterior Side Yard* (*b* and *c* in the figure below); 0.6m in the case of an *Interior Side Yard* (*c* in the figure below); or 2.0m in the case of a *Rear Yard* (*d* in the figure below);
-

Schedule 2 - Zoning Bylaw amendment to add lot coverage regulations for buildings in the A1 and A2 Zones

8.1.5 Development Regulations

Bylaw 2000-464 amended the following definition (g) - (December 12, 2011):

Bylaw 2012-017 amended the following definition (e) - (July 23rd, 2012):

(a)	Maximum Farm Home Plate	905m ²
(b)	Maximum Farm Home Plate with a Temporary and/or Additional Dwelling for Farm Help	1,500m ²
(c)	Maximum coverage for all Buildings and Structures within the Farm Home Plate	35 percent of the Farm Home Plate
(d)	Maximum coverage for all Buildings and Structures outside the Farm Home Plate	10 percent of the lot
(d)(e)	Notwithstanding Section 8.1.5 (d) Maximum coverage for all Buildings and Structures where a Lot is 2.0ha or greater in size on which the Principal Use is greenhouses or plant nurseries	65 percent of the Lot

8.2.5 Development Regulations

Bylaw 2000-464 amended the following definition (f) - (December 12, 2011):

Bylaw 2012-017 added the following definition as (e) - (July 23rd, 2012):

(a)	Maximum Farm Home Plate	1,200m ²
(b)	Maximum Farm Home Plate with a Temporary Farm Workers Accommodation and/or Additional Dwelling for Farm Help	2,000m ²
(c)	Maximum Lot Coverage for all Buildings and Structures within the Farm Home Plate	35 percent of the Farm Home Plate
(d)	Maximum coverage for all Building and Structures outside the Farm Home Plate	10 percent of the Lot
(d)(e)	Notwithstanding Section 8.2.5 (d) Maximum Lot Coverage for all Buildings and Structures where the Principal Use is greenhouses or plant nurseries	65 percent of the Lot

Schedule 3 - Zoning Bylaw amendment to fix a 'typo' relating to building height of dwellings for farm help

8.1.7 Additional Dwelling for Farm Help regulations:

- (a) Where the *Lot Area* equals or exceeds 2.0ha of arable land, and the intensity of farming requires permanent farm help, one *Additional Dwelling for Farm Help* per *Lot* may be constructed, sited within the *Farm Home Plate*.
 - (b) *Additional Dwelling for Farm Help* shall:
 - (i) be limited to a *Lot* classified as farmland under the Assessment Act;
 - (ii) be limited to one *Dwelling* per *Lot*;
 - (iii) not be permitted unless there is registered in the Land Title Office a restrictive covenant in respect of any *Additional Dwelling for Farm Help* restricting such *Dwelling* to *Use* as an *Additional Dwelling for Farm Help*;
 - (iv) conform to the following:
 - a. may not contain more than three *Bedrooms*;
 - b. may not exceed 110m² in *Gross Floor Area*;
 - c. may not exceed the lesser of 4.5m or one *Storey* in *Height*; and
 - d. may not have a *Basement*.
-

8.2.7 Additional Dwelling for Farm Help regulations

- (a) Where the *Lot Area* equals or exceeds 2.0ha of arable land, and the intensity of farming requires permanent farm help, one *Additional Dwelling for Farm Help* per *Lot* may be constructed, sited within the *Farm Home Plate*.
- (b) *Additional Dwelling for Farm Help* shall:
 - (i) be limited to a *Lot* classified as farmland under the Assessment Act;
 - (ii) be limited to one *Dwelling* per *Lot*;
 - (iii) not be permitted unless there is registered in the Land Title Office a restrictive covenant in respect of any *Additional Dwelling for Farm Help* restricting such *Dwelling* to *Use* as an *Additional Dwelling for Farm Help*;
 - (iv) conform to the following:
 - a. may not contain more than three *Bedrooms*;
 - b. may not exceed 110m² in *Gross Floor Area*;
 - c. may not exceed the lesser of 4.5m or one *Storey* in *Height*;
 - d. may not have a *Basement*.

Schedule 4 - Zoning Bylaw amendment to require that a garage door have a minimum 6.0m set-back as measured from any public street, private road, or access/driveway easement.

6.5 Vehicle Parking Space Design Standards

6.5.1 A garage door shall have a minimum setback of 6.0m as measured from edge of any public road right-of-way (excluding a lane) or driveway easement that provides access to the lot.

6.5.16.5.2 Unless otherwise permitted in Section 6 of this Bylaw, each vehicle *Parking Space* shall have a minimum width of 2.6m and a minimum clear length of 5.5m exclusive of access driveways or aisles, ramps and columns. For parallel parking, the length of the *Parking Space* shall be increased to 7.0m, except that an unobstructed end *Parking Space* shall be a minimum length of 5.5m.

6.5.26.5.3 All access driveways and aisles shall be a minimum of 7.2m wide for 90 degree parking, 5.5m wide for 60 degree parking, 4.0m wide for 45 degree parking and 4.0m wide for 30 degree parking. Where the parking angle is less than 90 degrees, the access driveways or aisles shall be demarcated as one-way.

6.5.36.5.4 Parking areas containing four or more vehicle *Parking Spaces* may designate up to 25 percent of the total vehicle *Parking Spaces* as small car parking. The small car *Parking Spaces* shall have a minimum width of 2.5m and a minimum clear length of 4.9m and be clearly designated as "Small Car Parking".

Schedule 5 - Zoning bylaw amendment to increase the lot coverage in RSD1(i) zone from 30% to 40%

10.2.5 Development Regulations

- | | | |
|-----|--------------------------|---------------------------------|
| (a) | Maximum Lot Coverage | 30 <u>40</u> percent |
| (b) | Minimum Floor Area Ratio | 0.5 |

THE CORPORATION OF THE DISTRICT OF SUMMERLAND

BYLAW NUMBER 2015-009

**A BYLAW TO AMEND 'ZONING BYLAW NUMBER 2000-450'
(Minor Text Amendments)**

The Municipal Council of the Corporation of the District of Summerland, in open meeting assembled, enacts as follows:

1. THAT the following minor text amendments be amended to improve existing bylaws or address inconsistencies and redundancies detected during the application of the bylaws:
 - a. Add '**above grade patios**' to **Section 4.2 Projections into Setbacks, as Section 4.2.1(c)**:
 - 4.2.1 No *Building* or *Structure* other than the following shall be located in the *Setbacks* required in this Bylaw. This Section is not applicable to the setbacks stated in Section 4.7.1 – Setbacks from Highways and Major Streets:
 - (c) unenclosed *Decks*, **above grade patios**, *Balconies*, *Porches* or steps, eaves, *Canopies* and *Awnings* may project into a required *Setback* provided such projections do not exceed 1.5m in the case of a *Front Yard* or an *Exterior Side Yard* (*b* and *c* in the figure below); 0.6m in the case of an *Interior Side Yard* (*c* in the figure below); or 2.0m in the case of a *Rear Yard* (*d* in the figure below);
 - b. Add '**lot coverage regulations**' for buildings in the A1 and A2 zones, by amending Section 8.1.5 and Section 8.2.5 *Development Regulations*:
 - 8.1.5 *Development Regulations* (A1)
 - (d) Maximum coverage for all *Buildings* and *Structures* outside the *Farm Home Plate* 10 percent of the Lot
 - (e) Notwithstanding Section 8.1.5(d) Maximum coverage for all *Buildings* and *Structures* where a *Lot* is 2.0ha or greater in size on which the *Principal Use* is greenhouses or plant nurseries 65 percent of the Lot

8.2.5 *Development Regulations (A2)*

- (d) Maximum coverage for all *Buildings and Structures* outside the Farm Home Plate 10 percent of the Lot
- (e) Notwithstanding Section 8.2.5(d) Maximum *Lot Coverage* for all *Buildings and Structures* where the *Principal Use* is greenhouses or plant nurseries 65 percent of the Lot

c. Amend **Sections 8.1.7(b)(iv) and 8.2.7(b)(iv) Additional Dwelling for Farm Help regulations:**

8.1.7 *Additional Dwelling for Farm Help regulations (A1):*

(b) *Additional dwelling for Farm Help shall:*

(iv) conform to the following:

- c. may not exceed the lesser of 4.5m or one *Storey in Height*;

8.2.7 *Additional Dwelling for Farm Help regulations (A2):*

(b) *Additional Dwelling for Farm Help shall:*

(iv) conform to the following:

- c. may not exceed the lesser of 4.5m or one *Storey in Height*;

d. Amend **Section 6.5 Vehicle Parking Space Design Standards re Garage Door setback by adding 6.5.1 and renumber as required:**

6.5 *Vehicle Parking Space Design Standards*

- 6.5.1 A garage door shall have a minimum setback of 6.0m as measured from edge of any public road right-of-way, private (strata) road, or driveway easement that provides access to the lot.

e. Amend **Section 10.2 RSD1(i) Residential Single Detached Intensive Zone to increase the lot coverage:**

10.2.5 *Development Regulations*

- (a) Maximum Lot Coverage 40 percent
- (b) Minimum Floor Area Ratio 0.5

- 2. This bylaw may be cited as "Bylaw No. 2015-009, Amendment of Zoning Bylaw Number 2000-450 (Minor Text Amendments)".

Read a first time this day of , 2015.

Considered at a Public Hearing this day of 2015.

Read a second and third time this day of , 2015.

Approved pursuant to section 52(3) (a) of the Transportation Act this day of
2015.

For Minister of Transportation and Infrastructure

Adopted by the Municipal Council of the Corporation of the District of Summerland this day
of , 2015.

Mayor

Corporate Officer



THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: April 13th 2015
TO: Linda Tynan – Chief Administrative Officer
FROM: Ian McIntosh – Director of Development Services
Report Prepared by Alex Kondor – Development Planner
SUBJECT: Development Variance Permit Lot 8, Block D, DL 508, ODYD, Plan 268
4917 Gartrell Road

STAFF RECOMMENDATION:

THAT Council pass the following resolution:

‘THAT the application for a Development Variance Permit to vary Section 8.1.7(a) of the Zoning bylaw to allow for a dwelling for farm help to be constructed outside of the farm home plate, be approved.’

PURPOSE:

To present a comprehensive review of the applicant's request for a Development Variance Permit.

BACKGROUND:

Current Use:	Agriculture
Parcel Size:	9.63 Acres
Zoning:	A1 – Agriculture Small Acreage Zone
OCP:	Agriculture
M.o.T. Approval:	Not required

The subject site is a 9.6 acre parcel of land with an existing winery and dwelling for farm help located on the premises. The property is designated Agricultural in the Official Community Plan and is located within the Agricultural Land Reserve. The property is zoned A1 – Agricultural Small Acreage Zone. The majority of the site is planted to grapes. A site map of the property is attached as Schedule “A”.

The proposed development is to replace the existing dwelling for farm help with a new dwelling structure. The structure is proposed to be placed in the same location as the existing dwelling however the dwelling is located outside of the ‘farm home plate’ as defined by the Zoning bylaw. If the dwelling was to be renovated, it would be grandfathered as it was constructed prior to the ‘farm home plate’ regulations in the zoning bylaw. In this case the owner is proposing to demolish the existing dwelling so the ‘grandfathered’ status for the siting of the structure is lost. If the new construction is proposed in the same location, a Development Variance Permit is required to be approved by Council.

Development Variances Permits (DVPs) may be issued by Council if the use or density permitted by the zoning bylaw is not affected by the application. Typically DVPs are meant to

be considered when site specific characteristics or other unique circumstances do not permit strict compliance with the existing bylaw. The applicants have provided a letter in support of their application attached as Schedule "B".

DISCUSSION:

Section 8.1.7 (a) of the zoning bylaw states: *Where the lot area equals or exceeds 2.0ha of arable land, and the intensity of farming requires permanent farm help, one additional dwelling for farm help per lot may be constructed, sited within the farm home plate.* A farm home plate is defined as: *the portion of a lot that includes a farm residence and accessory buildings and structures related to residential usage.* The maximum size of a farm home plate area for a lot with an additional dwelling for farm help is 1,500 square metres. The farm home plate is a meant to create a single area of a lot on which all aspects associated with the residential use of an agricultural property are limited to that specific area. This variance appears reasonable as the area proposed for the new dwelling would have a lesser impact on the farming operation than locating it within the home plate.

The property is also located within the High Hazard Development Permit area therefore this application should be considered in conjunction with a Development Permit application.

CIRCULATION COMMENTS:

This application was circulated to the Works and Utilities Departments as well as the Fire Department. No concerns have been raised.

FINANCIAL IMPLICATIONS:

There are no immediate cost implications to the District associated with the variance application.

CONCLUSION:

The zoning bylaw regulations around farm home plate and secondary dwellings on farmland are to protect agricultural land and preserve farming operations. The proposed variance does not negatively impact either the farmland or the farming operation as they are only replacing the existing farm dwelling with a new structure. The applications are utilizing the existing disturbed area of the property by placing the dwelling in the same location as the existing structure. Provided there are no major concerns from the adjacent residents this variance application is supported.

ALTERNATIVES TO STAFF RECOMMENDATION:

Council could deny the variance or refer back to staff for further investigation.

Respectfully Submitted



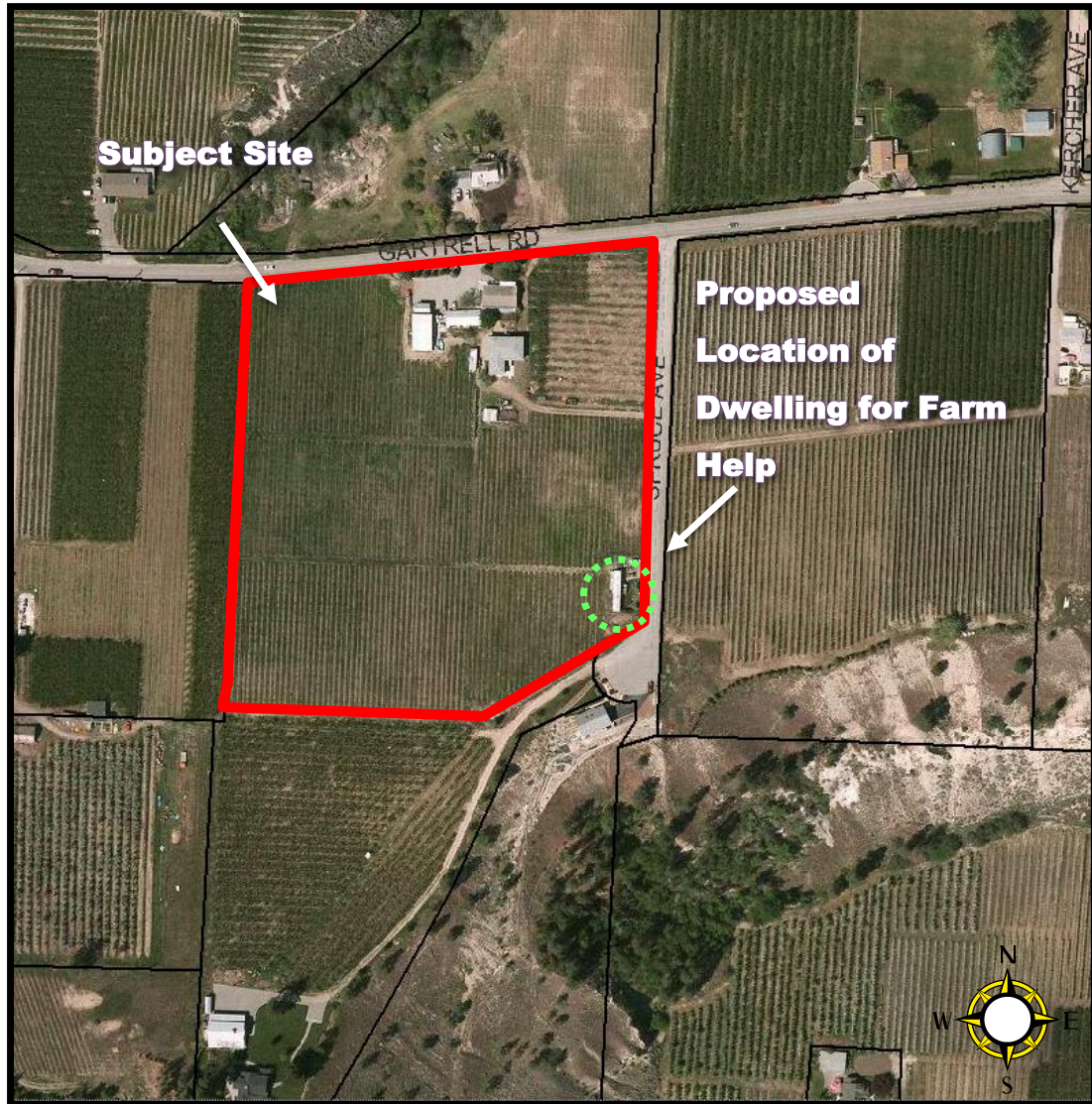
Ian McIntosh, Director of Development Services

Approved for Agenda



CAO: Linda Tynan April 7, 2015

Schedule "A" – Site Sketch



Schedule "B" – Letter from Applicant

March 16th 2015

Ian McIntosh
Director of Development Services
District of Summerland

Re: Varaince request in regards to a building permit at 4917 Gartrell Rd.

Dear Mr. McIntosh

We have purchased the farm at 4917 Gartrell Rd. in 2004. By that time, the 9.6 acres farm was an orchard with a farmer's main dwelling, few utility buildings / sheds and an on site mobile-home as the farm help worker dwelling.

From day one the intention of purchasing the farm was to establish a winery on site. The municipality has provided us with a letter (copy attached) approving that there is no problem to establish a winery on site.

Through the last decade we have gone through a significant and costly process of converting the orchard into a vineyard as well as building the appropriate buildings to facilitate the wine production and wine sales (winery building, wine shop, storage, concrete pads, deck, licensed hospitality lounge area, parking-lot, new septic systems etc.).

Everything has been meticulously designed to enable safe and efficient flow of the farm cultivation, wine production, equipment maintenance & repair, logistics and materials supply, shipping and delivery, and winery visitors hosting and flow.

The conversion of the orchard to a vineyard was detailed planned installing 'state of the art' underground irrigation system, appropriate trailing system etc, in order to best utilize the 9.6 acres class A farm land.

Along all that time we have been heavily dependent on the help of a full time skilled farm worker who has been living at the on site mobile-home.

The average number of hours per month invested by the farm worker in our farm working tasks run between 160 to 200 hours per month, all year around.

We came to the point where the living conditions in the old mobile-home are not suitable any more (understatement), and it became quite costly to maintain and repair. So, we have decided to replace the current old deteriorating mobile-home with a new, solid, decent fixed building.

The current position of the mobile-home is not within what is called the 'home farm plate'. It has been positioned there when we purchased the farm as a secondary farm help worker dwelling and has been there for over two decades (far before the relatively new definition of 'farm home plate').

The 'home farm plate' has no more free land to build a new building on. It was precisely planned to host the current buildings and facilities tightly surrounded by the vineyard and the orchard.

The entire farm is tightly planted with mature producing vines (note: it takes 4 -5 years to reach the appropriate yield level).

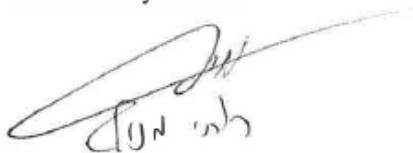
The only land available for the new building is where the mobile-home is currently positioned. At that location, there are already existing costly utilities infrastructure -- means: separated power, gas and water supplies including a separated septic system.

Choosing any other place for the new farm help worker dwelling will cause a significant investment. The need to pull out expensive, mature vines (which are in full production) as well as causing both short and long term unjustified significant losses to our business.

Even without utilizing the Grandparents' Rights, there is no real justification to force us to build the new farm help worker dwelling on another location rather the location where the current mobile-home is positioned now.

We would greatly appreciate your consideration to approve a variance for the location of the new farm worker dwelling at the same location of the current mobile-home, although it is not within the 'home farm plate'.

Most sincerely
Ruth and Roy Manoff

A handwritten signature in dark ink, appearing to read 'Ruth and Roy Manoff', with a long, sweeping horizontal line extending to the right.



THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: April 13th 2015
TO: Linda Tynan – Chief Administrative Officer
FROM: Ian McIntosh – Director of Development Services
Report Prepared by Alex Kondor – Development Planner
SUBJECT: Development Permit Lot 8, Block D, DL 508, ODYD, Plan 268
4917 Gartrell Road

STAFF RECOMMENDATION:

THAT Council pass the following resolution:

‘THAT the application for a Development Permit to authorize the construction of a dwelling for farm help within the High Hazard Development Permit Area, be approved.’

PURPOSE:

To present a comprehensive review of the applicant’s request for a Development Permit.

BACKGROUND:

Current Use:	Agriculture
Parcel Size:	9.63 Acres
Zoning:	A1 – Agriculture Small Acreage Zone
OCP:	Agriculture
M.o.T. Approval:	Not required

The subject site is a 9.6 acre parcel of land with an existing winery and dwelling for farm help located on the premises. The property is designated Agricultural in the Official Community Plan and is located within the Agricultural Land Reserve. The property is zoned A1 – Agricultural Small Acreage Zone. The majority of the site is planted to grapes. A site map of the property is attached as Schedule “A”.

The proposed development is to replace an existing dwelling for farm help with a new dwelling structure. The structure is proposed to be located in the High Hazard Development Permit area. A site map showing the High Hazard Development Permit Area is attached as Schedule “B”.

DISCUSSION:

Section 7.7.4 of the OCP states that: *“Every application for development in the High Hazard Development Permit Area #1 (Red Zone) shall be accompanied by a geotechnical report prepared by a professional engineer qualified to practice in the field of geotechnical engineering.”*

The geotechnical report submitted with the application states that: *“The set back of planned new residence is considered acceptable to address potential concerns of slope instability. No special*

considerations are required for building foundations or site drainage beyond those presented in the BC Building Code.” Staff are therefore recommending that the Development Permit be approved.

CIRCULATION COMMENTS:

This application was circulated to the Works and Utilities Departments as well as the Fire Department. No concerns have been raised.

FINANCIAL IMPLICATIONS:

There are no immediate cost implications to the District associated with the application.

CONCLUSION:

The property owners have satisfied the guidelines stated in the OCP with respect to development in the High Hazard Development Permit area. Specifically, the applicants have provided a geotechnical assessment from a professional engineer confirming that there are no geotechnical issues that preclude construction of this building in the proposed location nor are there any mitigative measures required for the construction of the proposed building.

ALTERNATIVES TO STAFF RECOMMENDATION:

Council could deny the development permit application or refer back to staff for further investigation.

Respectfully Submitted



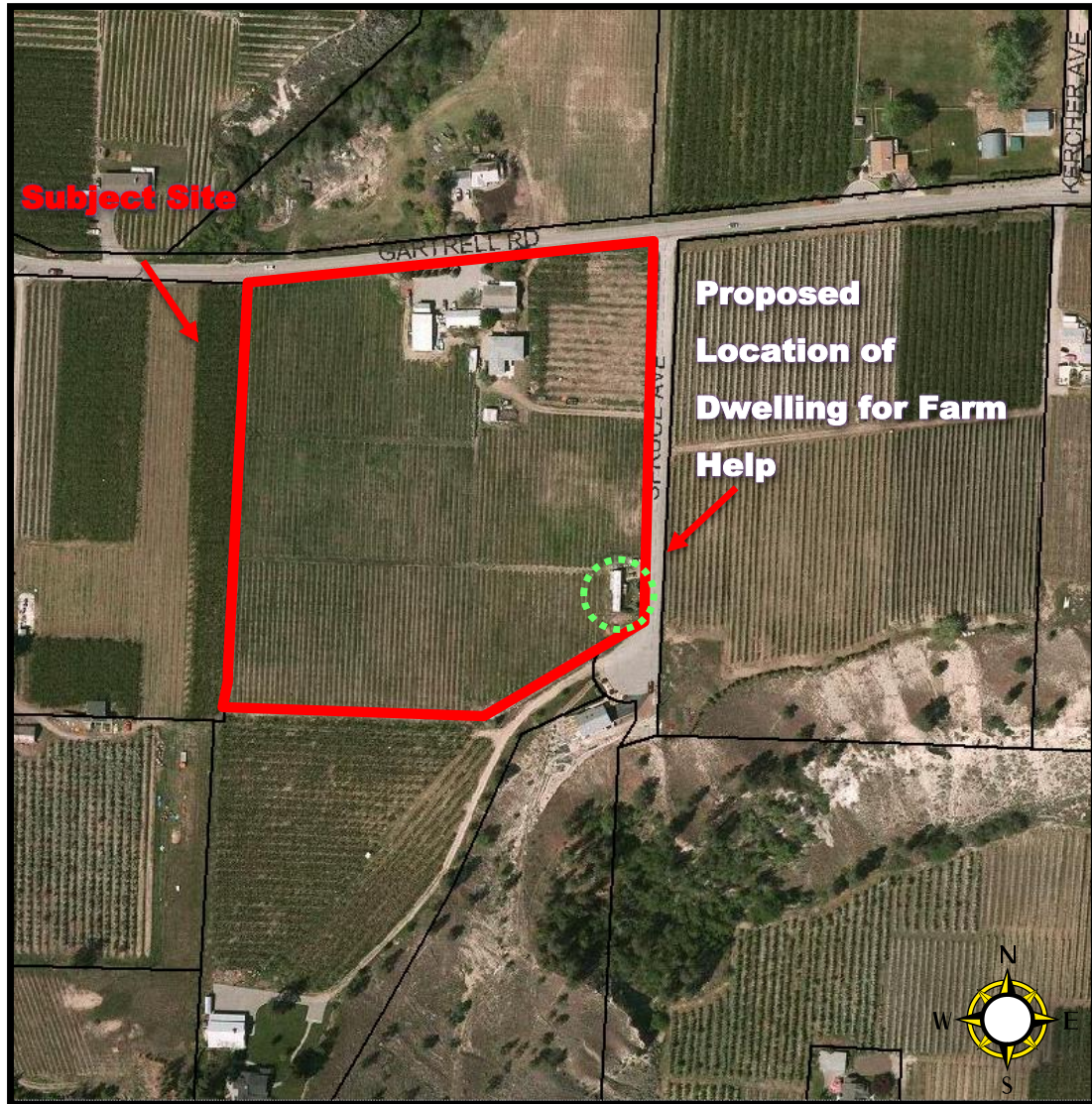
Ian McIntosh
Director of Development Services

Approved for Agenda



CAO: Linda Tynan April 7, 2015

Schedule "A" – Site Sketch



Schedule "B"- High Hazard Development Permit Area (Red Zone)





THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: April 13th 2015
TO: Linda Tynan – Chief Administrative Officer
FROM: Ian McIntosh, Director of Development Services
(Prepared by Alex Kondor, Development Planner)
SUBJECT: Development Permit for Lot 1, DL 508, ODYD, Plan KAP64877
10001 Walters Road

STAFF RECOMMENDATION:

THAT Council pass the following resolution:

‘THAT the application for a Development Permit for Lot 1, DL 508, ODYD, Plan KAP64877, located at 10001 Walters Road be approved;

SUBJECT to a restrictive covenant being registered on the title of the property to ensure the site is developed in accordance with the geotechnical report provided in support of this application.’

PURPOSE:

To present a comprehensive review of the applicant’s request for a Development Permit.

BACKGROUND:

Current Use: Agricultural
Parcel Size: 2.37ha (5.86ac)
Zoning: A1 – Agricultural Small Acreage Zone
OCP: Agricultural
M.o.T Approval: Not Required

The site is located at the southern terminus of Walters Road and is adjacent to Highway #97. The property currently contains one single detached house, one additional detached dwelling, and is being used for agricultural purposes. The property is located within the Agricultural Land Reserve (ALR). The property owners applied for a ‘Home Site Severance’ subdivision in accordance with the Agricultural Land Reserve regulations and received ALC approval in 2008. A portion of the property is located within the High Hazard Development Permit area. Prior to obtaining subdivision approval the property owners must obtain a Development Permit in accordance with the Development Permit guidelines stated in the District’s Official Community Plan (OCP). A geotechnical engineer’s report has been received in support of the application. A site map is attached as Schedule “A”.

DISCUSSION:

Section 7.7.4 of the OCP states that: *Every application for development in the High Hazard Development Permit Area #1 (Red Zone) shall be accompanied by a geotechnical report prepared by a professional engineer qualified to practice in the field*

of geotechnical engineering. A geotechnical report has been provided by Geoteknik Consulting Ltd stating that "based on the results of the site specific assessment, it is our opinion that any new residence can be safely constructed on the property, provided it is designed and constructed in accordance with the following recommendations." The recommendations identify that future construction of any new residence must be located within the 'safe zone', which is located outside of the High Hazard area. This 'safe zone' is shown on attached Schedule "B"

Circulation Comments:

This application was circulated to the District's Works and Utilities Department and Fire Department. No concerns have been raised.

FINANCIAL IMPLICATIONS:

There are no financial implications to the District if this Development Permit is issued.

CONCLUSION:

The proposed development satisfies the design guidelines for the High Hazard Development Permit area and has been identified as safe by the Geotechnical. A Development Permit can therefore be issued. It is recommended that the Development Permit be issued in conjunction with a restrictive covenant being placed on the title of the property to ensure that the site is developed in accordance with the geotechnical report.

ALTERNATIVES TO STAFF RECOMMENDATION:

Council could determine the proposal does not satisfy the guidelines for development in the High Hazard Area and send the application back for further review.

Respectfully Submitted



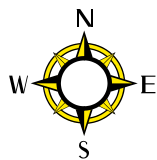
*Ian McIntosh, Director of
Development Services*

Approved for Agenda



CAO: Linda Tynan April 7, 2015

Schedule A – Site Map



Schedule "B" – Hazard and Safe Areas





THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: April 8, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Don Darling, Director of Works and Utilities
SUBJECT: FortisBC Agreement for the Supply of Electricity Wholesale Service

STAFF RECOMMENDATION:

THAT Council authorize the Mayor and Corporate Officer to execute the FortisBC Agreement for the Supply of Electricity Wholesale Service.

PURPOSE:

To renew the agreement between FortisBC and the District of Summerland.

BACKGROUND:

The FortisBC Agreement expired on December 31, 2014. Staff is not aware of any historical issues that may have arisen due to the wording or contents of the original agreement. As such, only housekeeping changes have been made to the agreement as outlined in the attached proposed draft.

DISCUSSION:

The District continues to be supplied with electricity to the sub-stations in accordance with the provisions of the attached agreement. Although the proposed changes can be considered housekeeping, there are a couple items of note that Council should be made aware of:

1. Article 4.06 restricts the amount of electricity Summerland can purchase from customers. With discussions of energy conservation, the District has started to allow 'Net Metering' for customers producing power with alternate green sources of energy such as solar. Although the District is supportive of this initiative, the District must also be cognizant of that the purchase is to 15 Megawatts, which is a significant amount but could be consumed by wind farms or other large power generating projects.
2. Article 6.06 states that once the capacity in a substation reaches 95% of the demand limit FortisBC is required to make infrastructure improvements that will increase the supply capacity at no cost to the District. Based on the engineered electrical model results, the capacity of the substations, at a 1% electrical load growth rate, will reach 95% capacity in about 6 years. It is anticipated that discussions with FortisBC, electrical studies, design, tendering, construction, and commissioning of a substation will take approximately 3 years. The District must carefully monitor electrical load growth rates and the anticipated timelines to attain commissioning in order to ensure uninterrupted service levels to its customers.

FINANCIAL IMPLICATIONS:

The proposed changes to the agreement will have no financial impact on the District.

CONCLUSION:

Staff is recommending Council authorize the Mayor and Corporate Officer to execute the FortisBC Agreement for the Supply of Electricity Wholesale.

Respectfully Submitted



Don Darling

Approved for Agenda



CAO: Linda Tynan April 9, 2015

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AGREEMENT FOR THE SUPPLY OF ELECTRICITY

WHOLESALE SERVICE

FORTISBC INC.

and

THE DISTRICT OF SUMMERLAND

Agreement for the Supply of Electricity Wholesale Service

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| THIS AGREEMENT is made as of the day of 2015.

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BETWEEN:

FORTISBC INC., a corporation established by a special Act of the Legislature of the Province of British Columbia, having its head office in the City of Kelowna in the Province of British Columbia,. ("FortisBC"),

AND:

THE CORPORATION OF THE DISTRICT OF SUMMERLAND, a company incorporated under the laws of British Columbia and having an office in the District of Summerland, in the Province of British Columbia. ("Summerland"),

WHEREAS FortisBC is a supplier of electricity in the southern interior region of the Province of British Columbia;

AND WHEREAS Summerland wishes to purchase electricity from FortisBC for its own use and for resale to Summerland's customers within Summerland's Service Area as hereinafter described;

AND WHEREAS both FortisBC and Summerland have agreed to the principles set forth in the Proposed Settlement Agreement resulting from the British Columbia Utilities Commission Decision dated March 10, 1999.

NOW THEREFORE this Agreement witnesses that in consideration of the terms and conditions hereinafter set forth the Parties covenant and agree as follows:

1. DEFINITIONS

In this Agreement:

- (a) **"Check Metering"** means any measurement device or system installed, owned and maintained by Summerland to check the measurements and calculations carried out by the Metering System.
- (b) **"Commission"** means the British Columbia Utilities Commission.
- (c) **"Commodity Service"** means the supply of power, expressly excluding the services set forth in the Transmission Services Tariff, to Summerland by a third party and may include full or partial supply of the load requirements of Summerland.
- (d) **"Demand"** has the meaning given to it in subsection 9.04.
- (e) **"Demand Limit"** means the capability of FortisBC's facilities at each of the Points of Delivery, specified in Appendix A attached hereto.
- (f) **"Demand Period"** has the meaning given to it in subsection 9.04.
- (g) **"Good Utility Practice"** means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the WECC region.
- (h) **"Maximum Demand"** means the highest clock hour of taking of electricity by Summerland recorded in kilovolt-amperes by FortisBC from time to time.
- (i) **"Metering System"** means the measurement device or system installed, owned and maintained by FortisBC used to determine Summerland's electricity consumption.
- (j) **"Parties"** means both FortisBC and Summerland.
- (k) **"Point of Delivery"** means the point or points at which Summerland's distribution system attaches to FortisBC's facilities, as specifically described in Appendix A attached hereto.
- (l) **"Power Factor"** means the percentage determined by dividing Summerland's demand measured in kilowatts by the same demand measured in kilovolt-amperes.
- (m) **"APSA"** means the Access Principles Settlement Agreement, also known as the Proposed Settlement Agreement, as amended from time to time, attached as Appendix A to the Commission Order Number G-27-99 dated March 10, 1999 in the matter of the Access Principles Application, attached hereto as Appendix C.

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- (n) **"Service Area"** means Summerland's service area, the boundaries of which are shown by the red line on the map identified as Summerland's Electrical Service Boundaries, attached hereto as Appendix B and shall include any area(s) added from time to time by the municipality.
- (o) **"Services"** means the supply and delivery of power to Summerland by FortisBC under this Agreement.
- (p) **"Term"** means the period defined by subsection 2.01 herein.
- (q) **"Transmission Services Tariff"** means the tariff as approved from time to time by the Commission for the use by a third party supplier to deliver power to Summerland or by Summerland to deliver power to a third party on the transmission and distribution facilities of FortisBC, including ancillary services required for the delivery of power.
- (r) **"WECC"** means Western Electricity Coordinating Council or a successor organization.

2. TERM OF AGREEMENT

2.01 Term

This Agreement shall be effective as of , 2015 and shall continue for a term of five years thereafter, terminating on , 2020. Upon mutual agreement in writing by both parties, this agreement may be renewed prior to , 2020 for an additional five year term on the same terms and conditions.

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2.02 Early Termination

If Summerland elects to engage any third party supplier to perform the Commodity Services and notice as provided for in the APSA is given to FortisBC Summerland may terminate this Agreement prior to expiry of the Term. If this Agreement terminates pursuant to this subsection, Summerland may then be liable to pay such costs, including stranded costs, if any, as directed by the Commission.

3. ACCESS PRINCIPLES SETTLEMENT AGREEMENT

3.01 Access Principles Settlement Agreement Rights

Nothing contained in this Agreement shall be construed as affecting in any way the rights of either Party as set forth in the APSA nor as affecting in any way the rights of either Party to unilaterally make application to the Commission for further directions or orders from the Commission related to the terms and conditions of the APSA.

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3.02 Regulatory Principles

If any provision of this Agreement is declared by the Commission to be inconsistent with the regulatory principles set forth in the APSA, the Parties shall amend that provision in such reasonable manner as achieves the intention of the declaration of the Commission. In the event the Parties cannot agree on such

amendments, either Party shall be entitled to seek further direction from the Commission and the Parties hereby agree to be bound by such direction from the Commission.

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4. CONDITIONS OF SUPPLY

4.01 Supply of Electricity

During the term of this Agreement, except in an emergency described in subsection 6.03, FortisBC shall supply up to the Demand Limit electricity required by Summerland solely for its own use and for supplying the needs of its customers within the Service Area. FortisBC shall supply electricity to the Points of Delivery through suitable plant and equipment in accordance with Good Utility Practice on a continuous basis, except as provided in this Agreement. The responsibility of FortisBC for the delivery of electricity to Summerland shall cease at the Points of Delivery.

4.02 Duty to Act Prudently in Arranging for Electricity Supply

Notwithstanding the provisions of subsection 4.03 and 4.04 FortisBC has a duty not to be imprudent in arranging for the supply of electricity required pursuant to subsection 4.01 of this Agreement and FortisBC will, subject to subsections 4.04 and 4.09, be liable to Summerland for any loss, injury, damage or expense caused to Summerland if the British Columbia Utilities Commission determines that FortisBC has failed to meet its duty not to be imprudent.

4.03 Failure to Deliver

At any time during an actual or anticipated shortage of electricity, or in the event of a breakdown or failure of generating, transmitting or distributing plant, lines or equipment, or in order to comply with the requirements of any law, FortisBC shall have the right to curtail or discontinue the supply of electricity to Summerland or reduce the voltage or frequency of the electricity supplied. To the extent that it is practical and reasonable, FortisBC will not unduly discriminate in favour of or against Summerland in the supply of electricity.

4.04 Interruptions and Defect in Service

The District of Summerland acknowledges and agrees that FortisBC's responsibility and liability for loss, injury, damage or expense caused by or resulting from any interruption, termination, failure or defect in the supply of electricity by FortisBC pursuant to this Agreement is limited by the terms and conditions of FortisBC's Electric Tariff B.C.U.C. No. 2 (including, without limitation, Section 8.1 thereof), as approved from time to time by the Commission. The FortisBC Electric Tariff B.C.U.C. No. 2 in effect at the time of execution of this Agreement is attached to this Agreement as Appendix D.

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4.05 Commodity Services

Summerland shall have the rights set forth in the APSA to purchase power from a third party supplier and to meet part or all of its load requirements from Commodity Services.

4.06 Limits on Other Supply

Unless Summerland has exercised its rights pursuant to the APSA, Summerland shall, during the Term, only purchase electricity from FortisBC and Summerland's own customers for its own use and the use of its customers within the Service Area. Summerland may obtain up to 15 MWs of electricity from new generation owned and operated by Summerland or Summerland's customers.

4.07 Retail Access on Summerland's Facilities

Summerland shall give notice, consistent with the APSA requirements, in writing to FortisBC prior to providing Summerland's transmission and distribution services for the direct delivery of third party supply to a customer of Summerland.

4.08 Sales out of Service Area

If service to a customer outside or within the Service Area would require duplication of existing electrical plant which duplication could be avoided, then the Party that has the right to serve that customer pursuant to this Agreement may consent to the other Party serving that customer, such consent not to be unreasonably delayed or withheld.

4.09 No Liability for Consequential Damages

Neither Party, nor its directors, officers, employees or agents, will be liable to the other Party, or its directors, officers, employees or agents, in contract, tort, warranty, strict liability or any other legal theory for any indirect, consequential, incidental, punitive or exemplary damages arising under or in connection with this Agreement.

5. CONDITIONS OF SERVICE

5.01 Supply Characteristics

The electricity to be supplied to Summerland shall be three-phase alternating current, having a nominal frequency of 60 hertz and the nominal voltages designated in Appendix A for the Points of Delivery, as amended from time to time.

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FortisBC is a Registered Entity under the British Columbia Mandatory Reliability Standards Program. FortisBC is committed to ensuring compliance with the reliability standards adopted in British Columbia. The British Columbia Utilities Commission administers the BC MRS Program and can impose penalties for non-compliance.

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The Commission may exercise its authority by whatever means it deems appropriate in the event that frequency or voltage excursions occur that could reasonably have been prevented.

5.02 Underground Facilities

When Summerland requests FortisBC to construct or install Summerland facilities underground, Summerland shall be responsible for the difference between the cost of constructing or installing the facilities underground and the cost of constructing or installing similar facilities above ground.

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5.03 Ownership of Facilities

Notwithstanding the payment of any contribution by Summerland toward the cost of facilities pursuant to subsection 5.02, FortisBC shall retain full title to all facilities.

5.04 Revenue Guarantee

Summerland may be required to provide a revenue guarantee if FortisBC's facilities must be upgraded significantly to meet a proposed increase in Summerland's load in excess of 5000 kVA resulting from either a new Summerland customer or the increased load of an existing Summerland customer. The revenue guarantee will be equal to the cost of upgrading the facilities and will be refunded, with interest, in equal installments over a period of five years at the end of each year of continued service to that customer at the increased load. The revenue guarantee shall be in the form of cash, surety bond or other form of security satisfactory to FortisBC.

6. INTERCONNECTED OPERATION

6.01 Obligation of FortisBC

The maintenance by FortisBC of the agreed frequency and voltage at the Points of Delivery, set out in Appendix A, shall constitute delivery of electricity under this Agreement, whether or not any electricity is taken by Summerland, and shall, subject to subsection 10.01 constitute the complete discharge by FortisBC of its obligations to Summerland for Services.

6.02 Use of Facilities

Each Party shall cooperate with the other to secure the most efficient use of the plant and equipment of the other Party, which may include wheeling power through the other Party's transmission and distribution circuits to facilitate supply to either Party or its customers.

6.03 Exceeding Demand Limit

Summerland shall not take electricity in excess of the Demand Limit of a Point of Delivery without the prior written consent of FortisBC, unless an emergency condition requires that Summerland take in excess of the Demand Limit, and then only for the duration of the emergency condition. Summerland shall immediately advise FortisBC when such an emergency condition occurs. Summerland shall reduce immediately its use of electricity to the Demand Limit for that Point of Delivery or to a specified limit above the Demand Limit upon the oral or written request of FortisBC.

6.04 Restrict or Suspend Service

If Summerland fails to comply with the request of FortisBC pursuant to the previous paragraph, FortisBC may, when necessary in the opinion of FortisBC, restrict or suspend the supply of electricity to Summerland at the Point of Delivery summarily without further notice.

6.05 Avoidance of Excess Loads

Summerland shall provide for interconnection of its lines so as to transfer and arrange the loads taken at each Point of Delivery to balance as far as is practicable the loads at each Point of Delivery given the Demand Limit at each Point of Delivery.

6.06 Maintenance of Adequate Supply Capability

If at any time, except in an emergency condition described in subsection 6.03, Summerland notifies FortisBC that it has taken electricity in excess of 95 percent of the Demand Limit of a Point(s) of Delivery, FortisBC shall take appropriate measures at no cost to Summerland to increase the supply capability at the Point(s) of Delivery to bring Summerland's anticipated future demand to or below 95 percent of the Demand Limit.

6.07 Summerland's Facilities

Summerland shall be responsible for designing, constructing, installing and maintaining all auxiliary and interconnecting equipment on Summerland's side of the Point of Delivery and Summerland shall have ownership rights in all such auxiliary and interconnection equipment. FortisBC shall have no fiscal or other responsibilities in ensuring that such Summerland facilities meet the requirements of Summerland's customers.

6.08 Installation of Facilities

All electrical facilities owned by Summerland from the Points of Delivery up to and including Summerland's overload and overcurrent protection and isolation devices shall be approved and coordinated in a manner satisfactory to FortisBC, and may be inspected by FortisBC from time to time. Notwithstanding the foregoing, FortisBC shall not require a higher standard for Summerland's electrical facilities than the standard of FortisBC facilities supplying that portion of Summerland's facilities.

6.09 Coordination of Protective Devices

Either Party shall notify the other Party in advance of any changes to its facilities that may affect the proper coordination of protective devices between the two systems.

6.10 Power Factor

Summerland shall endeavor to regulate its load so that the Power Factor at each Point of Delivery will be no less than 95 percent, lagging, as mandated by British Columbia Utilities Commission Letter L-9-09 appended to this Agreement as Appendix E.

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6.11 Load Fluctuations

Summerland shall maintain and operate its equipment, and shall endeavor to ensure that its customers equipment is operated in a manner that will not cause sudden fluctuations to FortisBC's line voltage, or introduce any influence into FortisBC's system deemed by FortisBC to threaten to disturb or disrupt its system or the plant or property of any other customer of FortisBC or of any other person.

6.12 Hazard to Property and Public Safety

Each of the Parties shall operate and maintain electrical plant within the Service Area so as to avoid hazard to the property of the other Party or danger to persons. To avoid hazard to property and to ensure public safety, the Parties agree that:

- (a) All electrical generating facilities intended to be operated within the Service Area and in parallel with FortisBC's electrical system shall be installed only after FortisBC has been provided with full particulars of the facilities and FortisBC has given its written approval that the proposed operation of the facilities is satisfactory to FortisBC, acting reasonably. Upon completion, FortisBC shall be permitted to inspect the installation.

- (b) Summerland shall ensure that any parallel generating facility installed shall not backfeed into FortisBC's system or facilities unless Summerland receives express permission in writing from FortisBC, which will not be unreasonably withheld.
- (c) Summerland shall ensure that all standby generation facilities within the Service Area to provide electrical service in the event of a disruption of service shall be installed so that they remain at all times electrically isolated from FortisBC's electrical system either directly or indirectly, and shall be installed in such a way that it is not possible for the facilities to operate in parallel with FortisBC's electrical system.

6.13 Permit to Install & Access

If any equipment or facilities associated with any Point of Delivery and belonging to a Party to this Agreement are or are to be located on the property of the other Party, a permit to install, test, maintain, inspect, replace, repair and operate during the term of this Agreement and to remove such equipment and facilities at the expiration of the Term, together with the right of entry to said property at all reasonable times is hereby granted by the other Party.

The rights hereby granted shall be exercised subject to prior notification and to any reasonable requirement of the granting Party necessary for the safety or security of that Party's facilities and employees and the continuity of that Party's operations.

6.14 Use of City Streets and Lanes

During the existence of this Agreement FortisBC shall have the right and easement to enter upon and use the streets and lanes within the boundaries of Summerland for all purposes connected with the furnishing of electricity to Summerland, and, without limiting generality, for the purpose of erecting, maintaining, repairing, replacing, removing or using poles, wires, meters, machinery and equipment, subject to the plan of any new erection of pole lines receiving such reasonable approvals as Summerland deems necessary.

6.15 Drawings to be Provided

If either Party is required or permitted to install, test, maintain, inspect, replace, repair, remove or operate equipment on the property of the other, the owner of such property shall furnish the other Party with accurate drawings and wiring diagrams of associated equipment and facilities, or, if such drawings or diagrams are not available, shall furnish accurate information regarding such equipment or facilities. The owner of such property shall notify the other Party of any subsequent modification which may affect the duties of the other Party in regard to such equipment, and furnish the other Party with accurate revised drawings, if possible.

6.16 Inspection of Facilities

Each Party may, for any reasonable purpose under this Agreement, inspect the other Party's electrical installation at any reasonable time after giving suitable notice. Such inspection, or failure to inspect, shall not render such Party, its

officers, agents, or employees, liable or responsible for any injury, loss, damage, or accident resulting from defects in such electric installation, or for violation of this Agreement. The inspecting Party shall observe written instruction and rules posted in facilities and such other necessary instructions or standards for inspection as the Parties agree to. Only those electric installations used in complying with the terms of this Agreement shall be subject to inspection.

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7. PLANNING AND OPERATING INFORMATION

7.01 Increases in Maximum Demand

Summerland shall notify FortisBC in writing of any anticipated additional single load in excess of 5000 kVA resulting from a new customer or the increased load of an existing customer, providing as much advance notice of the increase as can be given in the circumstances. FortisBC shall endeavor to provide the service requested by the date the increase is intended to become effective, or as soon thereafter as is practicable.

7.02 Records and Forecasts

Each Party shall retain and make available upon request for the other Party log sheets, records of recording meters, and any other readily available information of an operational character relating to the electricity supplied under this Agreement, excluding non-public records of a financial or business nature relating to Summerland's utility undertaking.

7.03 General Information Requests

The Parties agree to cooperate in the full exchange of such planning and operating information as may be reasonably necessary for the timely and efficient performance of the Parties' obligations or the exercise of rights under this Agreement. Such information shall be provided on a timely basis and no reasonable request shall be refused.

7.04 Load-Resource Forecast

By June 30 of each year, the Parties agree to exchange a five year forecast of loads and resources for their respective electrical systems including a forecast of their Maximum Demand at each Point of Delivery normalized for average weather conditions and shall also provide a forecast of energy consumption for each year. The Load Forecasts shall include programs for resource acquisition, transmission and firm loads. The degree of detail in the Load Forecasts shall be decided by mutual agreement.

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7.05 Load from Previous Year

Before the end of February in each year, Summerland shall provide FortisBC with a record of the number of customers and load by customer class for the previous calendar year.

7.06 Scheduled and Maintenance Outages

Each party shall submit to the other Party a list of outages scheduled for inspection, testing, preventative maintenance, corrective maintenance, repairs,

replacement or improvements that might affect the delivery of electricity under this Agreement, providing as much advance notice of the outage as can be given in the circumstances. The Parties shall use reasonable efforts to keep such schedules current and to revise such schedules so as to minimize the impact on the other Party's system.

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8. METERING

8.01 Installation

FortisBC shall furnish, install and maintain the Metering System and Summerland, in accordance with subsection 8.03, may furnish, install and maintain the Check Metering, each at their own expense, at the Points of Delivery, which shall accurately measure and record electricity within the limits prescribed by the federal Department of Consumer and Corporate Affairs ("Prescribed Limits") and pursuant to subsection 8.07.

8.02 Totalizing Metering

FortisBC shall also, at its expense, install totalizing metering to compensate for demand diversity at the different Points of Delivery.

8.03 Check Metering

Check Metering and connecting equipment and facilities to be furnished by Summerland shall be satisfactory to FortisBC, and shall be installed in accordance with Good Utility Practice and in a manner satisfactory to FortisBC, acting reasonably.

8.04 Meter Tests and Adjustments

Unless otherwise agreed to by the Parties, each Party shall, at its own expense, arrange to have its meters tested by an inspector or accredited meter verifier authorized pursuant to the federal Electricity and Gas Inspection Act and regulations, as amended from time to time.

8.05 Inspection of Metering Equipment

Notwithstanding subsection 8.04, either Party may, after giving two days' notice, inspect in the presence of the other Party, the metering equipment installed in accordance with this subsection by the other Party, and may request that that metering equipment be tested by an inspector or authorized meter verifier.

If the result of any test performed pursuant to this subsection shows that any of the metering equipment is not recording within the Prescribed Limits, then the owner of that metering equipment shall pay for the costs of testing.

If after testing the metering equipment is found to be recording within the Prescribed Limits, the Party that made the request shall pay for the costs of testing.

8.06 Calculating the Amount to be Paid

The measurements recorded by the Metering System shall be used for calculating the amount to be paid for the electricity delivered to Summerland, except in the following circumstances:

- (a) if a totalizing meter is temporarily not in service or is found after testing to be not recording within the Prescribed Limits then the measurements recorded by Summerland's totalizing meter shall be used to determine the total consumption and demand, or, in the absence of a Summerland totalizing meter, FortisBC's meters shall be used to determine the total consumption and demand taking into account established load diversity until FortisBC's totalizing meter has been recalibrated;
- (b) if the Metering System is not in service or is found after testing to be not recording within the Prescribed Limits then the measurements recorded by Summerland's totalizing meter or, in the absence of a totalizing meter, Summerland's meters shall be used for calculating the amount to be paid for electricity delivered to Summerland;
- (c) if neither the Metering System nor the Check Metering are in service or are found after testing to be not recording within the Prescribed Limits then the amount of electricity delivered since the previous billing shall be estimated from the best information available.

8.07 Prescribed Limits

If at any time the testing described in subsections 8.04 and 8.05 shows that the metering equipment was not recording within the Prescribed Limits, and if such recordings were used for billing purposes, then the billings shall be adjusted as prescribed by the Electricity and Gas Inspection Act.

8.08 Access to Meters

Each Party shall have the right, by giving suitable notice, to enter the property of the other Party at all reasonable times for the purpose of reading any and all meters mentioned in this Agreement which are installed on such property.

9. INVOICES AND PAYMENT

9.01 Meter Reading

Meters shall be read at the end of each month. An accurate record of all meter readings shall be kept by FortisBC and shall be the basis for determination of all bills rendered for service.

9.02 Invoices and Payment

FortisBC shall render a billing invoice monthly pursuant to the terms of FortisBC's Electric Tariff, as amended from time to time.

9.03 Rates for Electricity

Summerland shall pay for Services during the Term in accordance with the Rate Schedule 40 – Wholesale Service – Primary, tariff applicable to Summerland filed with the Commission, as amended from time to time.

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9.04 Demand Period and Demand

For billing purposes, Demand Period means the period, expressed in minutes, over which meter readings are integrated to obtain the Demand, which is the power measured in kilovolt amperes (kVA), or multiples thereof, at the Point of Delivery. In this Agreement and for billing purposes, the Demand Period shall be a sixty minute clock hour interval.

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9.05 Billing Adjustments

If FortisBC suspends or reduces Service for reasons other than a request by Summerland or an interruption of Service caused by Summerland's system, and the suspension or reduction results in a peak Demand which would otherwise be used for billing purposes, the Demand in the Demand Period immediately following restoration of service may be reduced, by mutual agreement, to an estimate of what the Demand would have been if Service had not been suspended or reduced. The estimate shall be determined in consideration of weather conditions and previous load experience.

9.06 Late Payments

If the amount due on any invoice has not been paid in full after twenty calendar days from the billing date shown on the invoice, a late payment charge shall be applied to the unpaid balance, and the resulting amount will be shown and identified on the next invoice to be rendered. The late payment charge shall be as specified in FortisBC's Electric Tariff, as amended from time to time.

9.07 Taxes

In addition to payments for electricity, Summerland shall pay to FortisBC the amount of any sales tax, goods and services tax, or any other tax or assessment levied by any competent taxing authority on any electricity delivered pursuant to this Agreement.

9.08 Payment of Accounts

Summerland shall pay to FortisBC the amount of the billing within 20 calendar days from the date appearing on the invoice.

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10. CONTINUITY OF SUPPLY

10.01 Standard of Performance

FortisBC shall perform the Services with skill, care, and diligence consistent with Good Utility Practice and consistent with directions from the Commission, including the quality performance standards, if any, approved by the Commission from time to time.

10.02 Interruptions and Defects in Service

FortisBC shall avoid interruption of delivery of electricity, but nevertheless shall not be liable to Summerland for any loss or damage owing to failure to supply electricity, or owing to other abnormal conditions of supply resulting from force majeure as defined in subsection 12.01.

10.03 Suspension of Supply

Either Party shall have the right to demand the temporary suspension of, or to suspend temporarily, the delivery or taking of electricity, as the case may be, whenever necessary to safeguard life or property, or for the purpose of replacing, repairing or maintaining any of its apparatus, equipment, or works. Such reasonable notice of the suspension as the circumstances permit shall be given by one Party to the other **Party**.

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10.04 Discontinue Service

FortisBC may discontinue the supply of electricity to Summerland at a Point of Delivery for the failure by Summerland to commence remedial action acceptable to FortisBC, within 15 days of receiving notice from FortisBC, to correct the breach of any significant practice, term or condition to be observed or performed by Summerland under this Agreement. FortisBC shall be under no obligation to resume service until Summerland gives assurances satisfactory to FortisBC that the breach which resulted in the discontinuance shall not recur.

10.05 Obligations Continue

Discontinuance of Services by FortisBC pursuant to the provisions of this Agreement shall not relieve Summerland of any obligation under this Agreement, or alter any of the obligations of Summerland under this Agreement.

10.06 Other Remedies

FortisBC's right to discontinue the supply of electricity under this Agreement shall not operate to prevent FortisBC from pursuing, separately or concurrently, any other remedy it may have under this Agreement or by operation of law.

11. REMOVAL OF FACILITIES UPON TERMINATION

After the termination of this Agreement, FortisBC shall have the right to, and must expeditiously if requested by Summerland, remove from the property owned or controlled by Summerland any and all electrical apparatus and equipment which FortisBC owns and has installed on the property and FortisBC shall leave the property in good repair after such removal.

12. GENERAL PROVISIONS

12.01 Force Majeure

Neither Party to this Agreement shall be considered to be in default in the performance of any of its obligations under this Agreement to the extent that performance of those obligations is prevented or delayed by any cause which is beyond the reasonable control of the Party prevented or delayed by that cause. If either Party is delayed or prevented from its performance at any time by any act, omission or neglect of the other Party or its representatives, or by an act of God or the public enemy, or by expropriation or confiscation of facilities, compliance with any order of any governmental authority or order of a court of competent jurisdiction, acts of war, rebellion or sabotage, fire, flood, explosion,

riot, strike or other labour dispute beyond the reasonable control of the Party or any unforeseeable cause beyond the control and without the fault and negligence of the Party, the Party so prevented or delayed shall give notice to the other Party of the cause of the prevention or delay but, notwithstanding giving of that notice, the Party shall promptly and diligently use reasonable efforts to remove the cause of the prevention or delay.

12.02 Notices

Any notice, direction or other instrument required or permitted to be given under this Agreement in writing shall be sufficient in all respects if delivered, or if sent by fax, or if sent by prepaid registered post in Canada to the Parties at their respective addresses as they appear in subsection 12.03, or to any substitute address of which the Party sending notice has had notice in writing.

12.03 Addresses

Any notice, direction or other instrument shall be delivered or sent to the following addresses:

(a) To FortisBC:

FortisBC Inc.

1975 Springfield Road

Kelowna, BC V1Y 7v7

Attention: Legal Department

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(b) To Summerland:

The Corporation of the District of Summerland

13211 Henry Avenue

Summerland, BC V0H 1Z0

Attention: Administrator

12.04 Dates

Any notice, direction, or other instrument shall be deemed to have been received on the following dates if,

- (a) sent by fax, on the business day next following the date of transmission.
- (b) delivered, on the business day next following the date of delivery.
- (c) sent by registered mail, on the fifth business day following its mailing, provided that if there is at the time of mailing or within two days thereafter a mail strike, slowdown, lockout or other labour dispute which might affect delivery, then any notice, directions or other instrument shall only be deemed to be effective if delivered or sent by fax.

12.05 Disputes

If any difference or dispute occurs regarding any matter arising under this Agreement, either Party may request that the Commission settle the difference or dispute. If the Commission declines to settle the dispute then the dispute shall be arbitrated pursuant to the Commercial Arbitration Act of British Columbia.

12.06 Invalidity

If any provision of this Agreement or the application of any provision to any Party or circumstance is declared or held to be wholly or partially invalid, this Agreement shall be interpreted as if the invalid provision had not been a part hereof so that the invalidity shall not affect the validity of the remainder which shall be construed as if this Agreement had been executed without the invalid portion. FortisBC and Summerland shall, either independently, jointly or in concert with other wholesale customers of FortisBC, make all reasonable efforts to validate any portion of this Agreement declared or held to be invalid.

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12.07 Headings

The headings in this Agreement have been inserted for convenience of reference only, and shall not affect the construction or interpretation of this Agreement.

12.08 Enurement

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and of their respective successors and assigns.

12.09 Governing Law

Notwithstanding anything to the contrary in this Agreement, FortisBC shall comply fully with all applicable federal, provincial and municipal laws of general application (including bylaws) in effect from time to time.

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12.10 Entire Agreement

This Agreement and the Appendices attached hereto are intended by the Parties to be the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of this Agreement.

12.11 Commission Approval

This Agreement and all the terms and conditions contained in it shall be subject to the provisions of the Utilities Commission Act of British Columbia, as amended or re-enacted from time to time and to the jurisdiction of the Commission and the parties agree to make such amendments to the agreement as required or ordered by the Commission from time to time.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized signatories.

The Seal of THE CORPORATION OF THE DISTRICT OF SUMMERLAND was hereunto affixed the ____ day of _____, 2015, in the presence of

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Signature

Print Name

Title

Signature

Print Name

Title

FORTISBC INC.

Signature

Print Name

Title

**Appendix A to the Agreement for the Supply of
Electricity - Wholesale Service between
FortisBC Inc. and The Corporation of the District of Summerland**

District of Summerland - Points of Delivery

1. Trout Creek Substation

Description: Load side of Billing C.T.'s on 8kV Bus supplied by T1 transformer

Nominal Voltage Supplied: 8.3kV

Demand Limit:	Summer	6 MVA
	Winter	10 MVA

2. Summerland Substation

Description: Load side of FortisBC's 2000 Amp Disconnect Switch on the 8 kV Bus Supplied by T2 transformer

Nominal Voltage Supplied: 8.3 kV

Demand Limit:	Summer	16 MVA
	Winter	20 MVA



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: April 8, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Don Darling, Director of Works and Utilities
SUBJECT: FortisBC Shared Use Agreement

STAFF RECOMMENDATION:

THAT Council authorize the Mayor and Corporate Officer to execute the FortisBC Agreement for the Shared Use of FortisBC Structures.

PURPOSE:

To renew the agreement with FortisBC for a 5 year term that will provide the District with continued use of FortisBC's power pole structures for the purpose of connecting our distribution conductor.

BACKGROUND:

The FortisBC Agreement expired on December 31, 2013 and is based on shared use of fifty five FortisBC power poles. The parties have continued to work under the provisions of this agreement until such time as a new agreement is executed.

DISCUSSION:

The District has distribution lines attached to fifty five of FortisBC's power poles along Giants Head Road. Pole contact rates are comprised of costs to FortisBC for financing, tax, maintenance, and administration. According to FortisBC, the financial and cost increases are due to the cost of capital, property tax increases, and maintenance cost increases that are attributable to a 2011 regulatory amendment. This amendment requires FortisBC to include all costs associated with their vegetation brushing program in their operation and maintenance budget. Rates are included for contacts on both distribution and transmission structures. All of DOS contacts are all on transmission structures.

The proposed agreement consists of a 5 year term with changes as per the attached contract. Proposed cost increases are as follows:

STRUCTURE RENTAL RATE SCHEDULE

Annual Base Rate				Contract Term				
<i>(Note: This excludes the annual SRRM adjustments)</i>								
		2013	2014	2015	2016	2017	2018	2019
Distribution Rate per Contact	\$	46.48	\$ 50.28	\$ 54.07	\$ 57.87	\$ 61.67	\$ 61.67	\$ 61.67
Transmission Rate per Contact	\$	175.87	\$ 185.40	\$ 194.94	\$ 204.47	\$ 214.00	\$ 214.00	\$ 214.00

FINANCIAL IMPLICATIONS:

The proposed rate increase is comprised of a 20% increase phased in over 5 years. FortisBC proposed the implementation of the rate increase from the expiry of the contract in 2013 but the commencement of the renewed contract to take effect in 2015. The District has paid for 2013 and 2014 years billings which included the respective base increase. Nothing further is owed to FortisBC for those years.

The estimated total annual costs will be as follows plus the Structure Rental Rate Multiplier (SRRM) as detailed in the definitions and specifies the relevant Statistics Canada pricing index:

2015 - \$10,721

2016 - \$11,245

2017 - \$11,770

2018 - \$11,770

2019 - \$11,770

CONCLUSION:

Staff is recommending that Council authorize the Mayor and Corporate Officer to execute the FortisBC BC Agreement for the Shared Use of FortisBC.

Respectfully Submitted



Don Darling

Approved for Agenda



CAO: Linda Tynan April 9, 2015



**LICENCE AGREEMENT FOR
SHARED USE OF FORTISBC STRUCTURES**

Between

**FortisBC Inc.
Suite 100, 1975 Springfield Avenue
Kelowna, BC V1Y7V7**

and

**The Corporation of the District of Summerland
13211 Henry Avenue, Box 159
Summerland, BC VOH 1Z0**

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FortisBC Licence Agreement for the Shared Use of Structures

THIS AGREEMENT made as of _____, 2015,

BETWEEN:

FORTISBC INC., a corporation established by a special Act of the Legislature of the Province of British Columbia, having its head office in the City of Kelowna, in the Province of British Columbia. ("FortisBC")

AND:

THE CORPORATION OF THE DISTRICT OF SUMMERLAND, a corporation incorporated in the Province of British Columbia, having its head office in the District of Summerland in the Province of British Columbia. (the "Licensee")

WITNESSES THAT WHEREAS:

A. The Licensee furnishes certain electricity distribution, traffic, lighting, fiber optic and other services to residents of the Licensee and has requested a licence to use part of a number of structures owned by FortisBC to facilitate the delivery of such services; and

B. FortisBC is willing to grant to the Licensee a non-exclusive license to attach the Licensee's facilities to certain structures owned by FortisBC, in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

SECTION 1 DEFINITIONS AND APPLICATION

1.1 Definitions and Application

Where used in this Agreement or in any schedules hereto, the following terms shall have the following respective meanings:

"Additional Work" has the meaning ascribed to it in Section 4.5;

"Application" means a permit application for licensed attachment to, occupancy or use of, certain FortisBC Structures, properly completed by the Licensee and submitted to FortisBC in the form attached hereto as Schedule A;

“Distribution Pole” means a FortisBC–owned pole on which FortisBC supplies electricity at not more than 25,000 volts, measured phase to phase, and specifically excludes a Transmission Pole on which a circuit energized at 25,000 volts or less, measured phase to phase, has been underbuilt.

“Distribution Pole Contact” means a Distribution Pole which is attached or contacted by the District of Summerland with the express written consent of FortisBC.

“FortisBC Business” means, collectively, all those business activities which FortisBC is required, permitted or authorized to carry out. Without limiting the generality of the foregoing, the FortisBC Business includes FortisBC’s service to its customers and in particular the generation, transmission and distribution of electricity and the construction and maintenance of power transmission and distribution lines;

“FortisBC Structures” means poles and other structures exclusively owned by FortisBC and operated and maintained primarily for the purpose of the transmission or distribution of electricity, and the singular **“FortisBC Structure”** means any one of the FortisBC Structures;

“Electric Utility Construction Price Index” means the prices index for Canada identified as CANSIM Table 327-0011, including the index for both distribution systems and transmission line systems, published from time to time by Statistics Canada;

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the Western Electricity Coordinating Council (or its successor organization) region;

“Governmental Authority” means any federal, provincial, regional, municipal or other government, government body, authority or official, including any department, commission, bureau, board, administrative agency or regulatory body thereof, having jurisdiction over the FortisBC Business, the Licensee Facilities or any part thereof, or either of the parties hereto;

“Licensee Facilities” means any and all material, apparatus, equipment or facilities owned by the Licensee and proposed to be or actually attached to, occupying or using FortisBC Structures, but excluding any material, apparatus, equipment or facility for the provision of Telecommunication Services. Without limiting the generality of the foregoing, the Licensee Facilities may include any or all of:

- (a) brackets, insulators, transformers and their several attachments, and lines of wire and associated infrastructure for the distribution of electric energy;
- (b) mast arms, luminaries, supply conductors, relays and other equipment required to operate a street lighting system;
- (c) traffic signal, power and control cables, junction and splice boxes and any other equipment and/or devices normally required for the operation of traffic signals;
- (d) service attachments;
- (e) decorative lighting;
- (f) standards; and
- (g) seasonal decorations.

“Make Ready Work” has the meaning ascribed to it in Section 4.2;

“Notices” has the meaning ascribed to it in Section 13.8;

“Permit” has the meaning ascribed to it in Section 3.3;

“Prior Rights” means the rights in relation to FortisBC Structures previously granted or allowed by FortisBC, by contract or otherwise, to persons not party to this Agreement;

“Standards” has the meaning ascribed to it in Section 4.1;

“Structure Rental Fees” has the meaning ascribed to it in Section 5.2;

“Structure Rental Rate Multiplier” means, for any year of the Term, (a) one plus (b) the Electric Utility Construction Price Index for the year preceding such year minus the Electric Utility Construction Price Index for the year that is two years prior to such year, such difference being divided by the Electric Utility Construction Price Index for the year that is two years prior to such year, as set out in the following formula.

$$\text{SRRM} = 1 + \frac{(\text{EUCP}_p - \text{EUCP}_{2p})}{\text{EUCP}_{2p}}$$

Where:

SRRM = Structure Rental Rate Multiplier

EUCP_p = Electric Utility Construction Price Index
(preceding year)

EUCP_{2p} = Electric Utility Construction Price Index (2 year
prior)

In the case of Distribution Pole Structure Rental Fees, the Electric Utility Construction Price Index for distribution systems will be used to calculate the SRRM and in the case of Transmission Pole Structure Rental Fees, the Electric Utility Construction Price Index for transmission line systems will be used.

“Transmission Pole” means a FortisBC-owned pole on which FortisBC supplies electricity at greater than 35,000 volts measured phase to phase.

“Transmission Pole Contact” means a Transmission Pole which is attached or contacted by the District of Summerland with the express written consent of FortisBC.

“Telecommunications Services” is as defined in the *Telecommunications Act* S.C. 1993, c.38; and

“Term” has the meaning ascribed to it in Section 2.1.

SECTION 2 TERM

2.1 Term

The term of this Agreement will be 5 years (the “**Term**”), commencing on _____, 2015 and ending on _____, 2020, unless terminated sooner in accordance with the provisions of this Agreement.

Comment [d1]: D Wensink – Updated to 2015 start, to be confirmed.

2.2 Renewal

- (a) If throughout the Term the Licensee has fully complied with all of the terms and conditions of this Agreement, the Licensee shall have the option to extend the Term for further and consecutive periods of 5 years each. All renewals shall be on the same terms and conditions as the Term, except that the Structure Rental Fees for any subsequent renewal terms shall be adjusted to correspond with FortisBC’s standard rates as established at least 120 days prior to the expiration of the Term or the then-current renewal term, as the case may be. FortisBC will provide to the Licensee the revised Structure Rental Fees within 30 days of a written request therefore from the Licensee. If the Licensee accepts the revised Structure Rental Fees, it may exercise its option(s) to extend the Term by notice in writing to FortisBC given not more than 90 days and not less than 60 days prior to expiry of the Term or the then-current renewal term, as the case may be. Failing such notice this Agreement will terminate upon the expiration of the Term or the then current renewal term, as the case may be. A renewal term shall commence on the expiry of the Term or the expiry of the immediately preceding renewal term and end on the expiry of the Term or the expiry of the then current renewal term unless terminated sooner in accordance with the provisions of this Agreement.
- (b) Where, in the opinion of FortisBC, reasonably formed, the Licensee has not fully complied and remediated such compliance after notice thereof with all material terms and conditions of this Agreement, FortisBC may refuse to renew this Agreement and shall give 6 months written notice to the Licensee in this regard.

SECTION 3 APPLICATIONS AND PERMITS

3.1 Application by the Licensee for New Use of FortisBC Structures

Where the Licensee wishes to attach Licensee Facilities to FortisBC Structures it shall complete and submit to FortisBC an Application, enclosing therewith:

- (a) complete design drawings for each proposed attachment of Licensee Facilities to a FortisBC Structure;
- (b) calculations, worksheets or other documentation satisfactory to FortisBC (acting reasonably), showing that the applicable Licensee Facilities, and their proposed attachment to FortisBC Structures as contemplated in the Application, comply with the Standards (or, to the extent that there is no applicable Standard in any particular circumstance, then with such technical, engineering, safety or other standards, as applicable, as FortisBC may determine, in its reasonable discretion, are appropriate); and
- (c) such additional information or material as required by FortisBC;

all for the purpose of assessing the feasibility and desirability of the attachment of Licensee Facilities to FortisBC Structures, including the ability of FortisBC to maintain compliance with all applicable laws, statutes, regulations, by-laws, standards, and codes in respect of FortisBC Structures or their use. An Application may combine as one item several Licensee Facilities to be attached to FortisBC Structures.

3.2 Site Visits

Where FortisBC deems it necessary, FortisBC may arrange for a joint site visit with the Licensee to form FortisBC's opinion as to the feasibility and desirability of the attachment of Licensee Facilities to FortisBC Structures as contemplated in an Application.

3.3 Permits

- (a) FortisBC shall not unreasonably refuse to accept the Licensee's Application, and subject to the prior payment by the Licensee of all costs associated with Make Ready Work, FortisBC will complete and execute the bottom portion of the Application, thus authorizing the attachment of the Licensee Facilities to FortisBC Structures (the "**Permit**") and FortisBC will provide to the Licensee a copy of such Permit.

- (b) Each Permit by its issuance shall:
- (i) constitute the express permission of FortisBC required for the Licensee to attach specific Licensee Facilities, as described in the Permit, to specific FortisBC Structures, as described in the Permit;
 - (ii) be in effect from the date of issuance to the last day of the Term, or any renewal thereof, unless terminated sooner in accordance with the provisions of this Agreement; and
 - (iii) be subject always to all of the provisions of this Agreement.

3.4 Superseding Permits

For changes in the number or nature of the Licensee Facilities attached to FortisBC Structures pursuant to a Permit, a superseding Permit must be approved and issued by FortisBC before the changes can be made. A revised Application shall be prepared by the Licensee and the Licensee shall disclose all details of the proposed changes in the number or nature of the Licensee Facilities and submit therewith such additional information or material as required by FortisBC.

3.5 Refusal of Permit

Notwithstanding any provision herein FortisBC may, in its reasonable discretion, refuse to grant a Permit to the Licensee and in such an instance, FortisBC will state in writing its reasons for refusing to grant the Permit. If the Licensee can satisfy FortisBC's concerns, then the Licensee may make a new Application and re-submit such Application for approval by FortisBC.

SECTION 4 TECHNICAL, MAKE READY WORK, INSTALLATION, AND OPERATING REQUIREMENTS

4.1 Compliance with Standards

The Licensee will attach Licensee Facilities, and occupy and use the FortisBC Structures, only in accordance with Good Utility Practice and in such a manner as to meet or exceed the aggregate of technical requirements for use of FortisBC Structures and, in particular all technical, engineering and safety standards and rules, including those in connection with installation and operating work practices and procedures, established from time to time by FortisBC, or any lawful authority having jurisdiction over FortisBC, the FortisBC Business or the Licensee (the "**Standards**"). FortisBC may revise from time to time, in its sole discretion, any Standards so established by it, and may establish new Standards

where deemed necessary or desirable by FortisBC. In any event whatsoever, the Licensee will not attach Licensee Facilities to, or occupy or use FortisBC Structures with Licensee Facilities if such Licensee Facilities are energized or have the potential to be energized in excess of 25 kV to ground.

4.2 Make Ready Work

- (a) If any proposed attachment to, or occupation or use of, FortisBC Structures by the Licensee Facilities requires, in the judgment of FortisBC, the construction or alteration of, additions to, or replacement or relocation of any of the FortisBC Structures, or the relocation or rearrangement of facilities belonging to a holder of Prior Rights, to accommodate the Licensee Facilities (the “**Make Ready Work**”) then FortisBC may cause such Make Ready Work to be conducted prior to issuance of, or as a condition to the exercise of rights under, a Permit.
- (b) The Licensee will promptly reimburse FortisBC for the actual costs and expenses, incurred by FortisBC in connection with the Make Ready Work (which costs and expenses shall include, without limitation, all costs and expenses incurred by FortisBC in connection with any analytical, planning, design, inspection, construction or other work considered necessary by FortisBC to replace, rearrange or relocate any FortisBC Structures or facilities).
- (c) FortisBC will prepare an estimate of Make Ready Work costs to be paid by the Licensee to accommodate any proposed Licensee Facilities, and deliver same to the Licensee for review and approval. The Licensee may, within 30 days of receipt of the estimate, notify FortisBC that it wishes to proceed with the Make Ready Work, or that it wishes to redesign or otherwise change the Licensee Facilities in an effort to reduce any costs and expenses to be incurred for Make Ready Work, or that it wishes to terminate all or part of an Application.

4.3 Supply of Labour for Installation

Except as expressly provided in this Agreement, the Licensee will supply or cause the supply of all of the fully and properly qualified labour required to install, operate, splice, maintain, repair or remove the Licensee Facilities, and will supply or cause the supply of all materials and equipment in connection with the Licensee Facilities. The Licensee will cause such labour and supply to be performed in accordance with the Standards, Good Utility Practice and in a good and workmanlike manner with due care and without negligent acts or omissions. As an option if FortisBC is undertaking work in this area the Licensee shall have the option of requesting an estimate from FortisBC to perform the work. If

FortisBC is willing and able to undertake work in this area on behalf of the Licensee, either using FortisBC employees or FortisBC approved contractors, FortisBC will provide an estimate to the Licensee. The Licensee will consider the estimate and promptly notify FortisBC that it wishes FortisBC to undertake the work, or that it will undertake the work itself. Should FortisBC undertake the work the Licensee will pay FortisBC for the actual labor, equipment and material costs incurred by FortisBC in performing the work on behalf of the Licensee.

4.4 Other Licences and Approvals

The acquisition of any required licences and approvals by the Licensee, including regulatory and environmental approvals, and any financing, design, supply, construction, operation, maintenance and repairs carried out by the Licensee in respect of the Licensee Facilities shall be at the Licensee's own risk and cost, subject always to the Standards and to any other provision of this Agreement. If FortisBC plans work that requires regulatory or environmental approvals and impacts Licensee Facilities, FortisBC will endeavour to include any Licensee work in its approval process and the Licensee shall reimburse FortisBC for their portion of the incurred costs and time spent by FortisBC employees specifically related to the Licensee approvals.

4.5 Additional Work Required

- (a) If the attachment to, occupation or use of, FortisBC Structures by the Licensee Facilities at any time creates an actual or reasonably apprehended situation that is not an emergency but which requires, in the sole judgment of FortisBC, construction or alteration of, additions to, replacement or relocation of any of the FortisBC Structures, in addition to the Make Ready Work completed pursuant to Section 4.2, and that situation was previously unforeseen by FortisBC, acting reasonably, then FortisBC will promptly give 30 days' notice to the Licensee of the situation and the nature, extent and likely cost of such construction, alteration, addition, replacement or relocation work (the "**Additional Work**").
- (b) The Licensee may, provided that the Additional Work has not commenced, promptly notify FortisBC that it wishes to redesign or otherwise change the Licensee Facilities in order to reduce the cost of such Additional Work, or that it wishes to terminate all or part of a Permit. If such redesign, other change or termination, as the case may be, does not relieve the actual or reasonably apprehended situation then FortisBC may, to the extent reasonably required by the situation, cause such Additional Work to be done.

- (c) The Licensee will promptly reimburse FortisBC for the actual costs and expenses incurred by FortisBC in connection with such Additional Work, whether completed pursuant to Section 4.5(a) or 4.5(b).

4.6 Emergencies and Hazardous Conditions

If at any time FortisBC reasonably determines that the attachment to, occupation or use of, FortisBC Structures by any Licensee Facilities causes or contributes to an imminent or immediate emergency such as a substantial threat or danger to human life, the environment or to real or personal property of FortisBC or others, including those emergencies which arise from one or more breaches of the Standards, then FortisBC may, in its sole discretion, following verbal notice followed by notice in writing, do any or all of the following:

- (a) direct the Licensee immediately to remove or cause the removal of all or part of such Licensee Facilities;
- (b) direct the Licensee immediately to cease all or part of any activity or work being undertaken by the Licensee; or
- (c) with verbal notice to the Licensee, relocate or remove all or part of any Licensee Facilities attached to FortisBC Structures or cause such other work to be done to the extent necessary to deal with such emergency, provided that FortisBC will promptly give written notice to the Licensee after such relocation, removal or other work is completed.

The Licensee will promptly reimburse FortisBC for any costs and expenses incurred by FortisBC with respect to such relocation, removal or other work.

4.7 FortisBC Right to Require Work

If FortisBC, acting reasonably, considers it necessary for the performance of any:

- (a) Make Ready Work;
- (b) Additional Work; or
- (c) construction, maintenance, operation, repair, replacement, removal, investigation or inspection work on any FortisBC Structures or any portion of FortisBC's transmission, distribution, protection, control or communication facilities attached to, adjacent to or in the immediate vicinity of, any such FortisBC Structures,

in accordance with the Standards or Good Utility Practice, it may do any of the following:

- (a) by written 30 day notice to the Licensee, direct the Licensee, at the Licensee's own cost, to perform certain work on the Licensee Facilities;
- (b) upon giving reasonable notice to the Licensee, temporarily cover up the Licensee Facilities.

SECTION 5

INVENTORY, STRUCTURE RENTAL FEES AND COSTS FOR REPAIR

5.1 Inventory

- (a) Attached as Schedule "B" to this Agreement is an inventory (the "**Initial Contact Inventory**") of each separate point (a "**Contact**") of attachment to, occupation or use of, the FortisBC Structures by the Licensee Facilities existing as at the commencement of the Term, together with such maps and drawings as may be sufficient, in FortisBC's opinion, to locate each such Contact.
- (b) On or before January 30th of each year during the Term and any subsequent renewal thereof, FortisBC will provide the Licensee with an inventory of each Contact as of December 31st of the immediately preceding year (the "**Adjusted Contact Inventory**") reflecting any changes in the number of Contacts during the immediately preceding year.
- (c) If the Licensee disputes FortisBC's Adjusted Contact Inventory as set out in the January 30th statement and the parties cannot reconcile the difference, the parties will jointly perform an inventory (a "**Joint Inventory**") of the Contacts by June 30th of the year following the year in question. If the results of such Joint Inventory are the same as those of FortisBC's Adjusted Contact Inventory, the Licensee will bear the costs of conducting the Joint Inventory. Otherwise, FortisBC shall bear all costs associated with conducting the Joint Inventory. The results of the Joint Inventory shall determine the Adjusted Contact Inventory as of December 31st of the previous year and shall be binding on the parties hereto.
- (d) The parties agree that should one or the other of the parties wish to perform an inventory of Contacts, they will perform a joint inventory of Contacts (a "**Five-Year Inventory**") at the end of each five-year period during the Term and any renewal thereof (the

first such period commencing on the day this Agreement becomes effective) unless, in the year immediately following the end of any such five-year period the Licensee has disputed the Adjustment Contact Inventory for such year delivered by FortisBC pursuant to Section 5.1(b), in which case the provisions of Section 5.1(c) will apply. In the absence of any such dispute, FortisBC and the Licensee will, within 180 days after:

- (i) December 31, 2012; and
- (ii) the end of each 5-year period thereafter during the Term and any renewal thereof;

jointly perform a Five-Year Inventory of Contacts if one or the other of the parties desires. Each party will bear each its own cost of conducting such Five-Year Inventory.

- (e) Preparation, delivery, acceptance or use by FortisBC of any of the Initial Contact Inventory, an Adjusted Contact Inventory or a Five-Year Contact Inventory shall be without prejudice to its rights under Section 6.2.

5.2 **Structure Rental Fees**

- (a) The Licensee will pay to FortisBC an annual structure rental based on the rates ("the Structure Rental Rate") for each Transmission Pole and each Distribution Pole as set out in the attached Schedule "C". These rates will be adjusted annually by the Structural Rental Rate Multiplier beginning in 2014 by multiplying the Structure Rental Rate for the preceding year by the Structure Rental Rate Multiplier (SRRM).^v
- (b) The Licensee will pay an aggregate structure rental charge (the "**Structure Rental Fees**") to FortisBC which shall be an amount equal to the product of:
 - (i) the applicable Structure Rental Rate for the then-current year determined in accordance with Section 5.2(a) above; and
 - (ii) the average of:
 - (A) the number of Contacts established by the Adjusted Contact Inventory as of December 31st of the immediately preceding year of the Term; and

Deleted: While the effective date of this agreement is _____, 2013, the annual structure rental in 2013 will be payment for the Licensee's use of the Transmission Poles and Distribution Poles from January 1, 2013 until December 31, 2013.

- (B) the Adjusted Contact Inventory as of December 31st of the then-current year of the Term.

5.3 Invoices

All invoices for Structure Rental Fees for each year of the Term and any renewal thereof, issued on or about July 31st of each year, shall be paid by the Licensee, without deduction or set-off, within 30 days of the date of delivery of the invoice. If the Licensee, in good faith and acting reasonably, disagrees with any portion of an invoice submitted by FortisBC, the Licensee shall pay the undisputed portion of the invoice, in accordance with this Section 5.3 and the Licensee shall then promptly begin the dispute resolution process set forth in Section 13.9 to resolve the disagreement on the balance of the invoice by, among other things, advising FortisBC in writing of the reason for such disagreement.

5.4 Interest for Structure Rental Fees in Arrears

Any Structure Rental Fees required to be paid which are not paid within the time required shall be deemed to be in arrears and shall bear interest at the rate of 2% above the prime rate set by the Bank of Montreal from the date payment was due to the date of payment in full.

5.5 Costs to Repair

- (a) If the Licensee damages any FortisBC Structures by an act or omission of one of its employees, contractors or agents, the Licensee will reimburse FortisBC for the cost of repair or replacement reasonably incurred by FortisBC within 30 days of the date of delivery of an invoice by FortisBC to the Licensee but the Licensee will not be responsible for lost revenue or any other indirect losses that may be incurred by FortisBC.
- (b) If FortisBC damages the Licensee Facilities by an act or omission of one of its employees, contractors or agents, FortisBC will reimburse the Licensee for the cost of repair or replacement reasonably incurred by the Licensee, but FortisBC shall not be responsible for lost revenue or any other indirect losses that may be incurred by the Licensee.

SECTION 6
ARREARS AND INDEMNITY FOR UNAUTHORIZED ATTACHMENT

6.1 Right to Verify

FortisBC may at any time, at its own cost, conduct an in-the-field verification of any attachment to, occupation or use of FortisBC Structures by any Licensee Facilities.

6.2 Arrears for Unauthorized Attachment, Termination

- (a) If at any time during the Term or any renewal thereof FortisBC finds Licensee Facilities attached to, occupying or using FortisBC Structures, and such attachment, occupation or use is not authorized by a Permit issued pursuant to Section 3.3, then the Licensee will promptly submit an Application in respect of the unauthorized Licensee Facilities pursuant to Section 3.1 and will be bound by and comply with all provisions of this Agreement with respect thereto.

The Licensee will also promptly pay all Structure Rental Fees then in arrears with respect to such Licensee Facilities, calculated in accordance with Section 5 for each such attachment, occupation or use found, which calculation shall, in each such case, reflect a deemed duration of attachment to, occupation or use of the FortisBC Structures equal to the lessor period of from the date of the then most recently completed Joint Inventory to the date the Licensee obtains a Permit for such Licensee Facilities or from the date the Licensee can prove to the satisfaction of FortisBC the attachment was made, to the date the Licensee obtains a Permit for such Licensee Facilities.

- (b) If within 60 days of receipt by the Licensee of FortisBC's calculation of arrears owing, prepared in accordance with Section 6.2(a), the Licensee fails to submit to FortisBC payment of such arrears owing, then the Licensee will, at its cost, immediately remove the unauthorized Licensee Facilities, and if the Licensee fails to do so then FortisBC may exercise the rights provided by Sections 11.3 and 11.4.

6.3 Indemnity for Unauthorized Attachment

In the event of the unauthorized attachment to, occupation or use of, FortisBC Structures by any Licensee Facilities, the Licensee will indemnify FortisBC, its directors, officers, employees or agents and hold such indemnitees harmless from all loss or damage, all fines or penalties and all claims, demands,

actions, suits or other proceedings by whomever made, regardless of fault or cause, and however arising out of such unauthorized Licensee Facilities.

SECTION 7 RISK, INDEMNITY, INSURANCE

7.1 No Assumption of Risk

Except as provided expressly in Section 5.5(b), and notwithstanding any other provision in this Agreement, FortisBC assumes no risk of direct or indirect loss or damage to any property or any person (and for greater certainty, person includes the Licensee, its directors, officers, employees and/or agents) arising in connection with any event or situation as a result of the attachment to, occupation or use of, FortisBC Structures by the Licensee Facilities, any act or omission by the Licensee's employees or agents in connection with the Licensee Facilities, including the maintenance or repair or lack of repair of the Licensee Facilities, regardless of fault or cause. The Licensee agrees at its expense to defend, or provide such assistance to FortisBC as may be required to defend, any claim, suit or other proceeding and to promptly pay any and all costs, charges, legal fees and other expenses incurred by FortisBC relating thereto.

7.2 Indemnification of FortisBC

Subject to Section 7.3, and in addition to the indemnity provided to FortisBC pursuant to Section 6.3, the Licensee assumes all risk of, and will indemnify FortisBC, its directors, officers, employees and/or agents from and against, any and all direct or indirect loss or damage to any property or any person, (and for greater certainty, person includes FortisBC, its directors, officers, employees or agents) arising in connection with any event or situation as a result of the attachment to, occupation or use of FortisBC Structures by the Licensee Facilities, any act or omission by the Licensee's employees or agents in connection with the Licensee Facilities, including the maintenance or repair or lack of repair of the Licensee Facilities, and all fines or penalties and all claims, demands, actions, suits or other proceedings by whomever made, except to the extent arising as a result of the negligence or intentional wrongdoing of FortisBC or any of its directors, officers, employees or agents.

7.3 Limited Liability of FortisBC

FortisBC shall indemnify the Licensee for direct or indirect loss or damage to the Licensee Facilities attached to, occupying or using FortisBC Structures when such loss or damage is or was incurred as a direct consequence of any negligent act or omission of FortisBC.

7.4 Insurance

To protect FortisBC from claims and legal defence costs, the Licensee at its own cost shall establish and maintain for the Term of this Agreement and any renewal thereof a policy of general liability insurance in an amount of not less than \$5 million per occurrence, all inclusive. The Licensee shall cause a certificate of insurance, showing evidence of such insurance, to be furnished to FortisBC for review and approval not less than 30 days subsequent to the submission by the Licensee of any Application and prior to the issuance of any Permits pursuant to this Agreement. The policy shall name FortisBC, its directors, officers, employees and agents as “additional insureds”, contain a “cross-liability” clause and shall provide that the insurance shall not be cancelled, reduced, or restricted in a manner that affects coverage without the insurer giving at least 30 days’ prior notice to FortisBC.

**SECTION 8
RIGHTS OF WAY****8.1 Rights of Way**

- (a) Where the Licensee receives a Permit from FortisBC and FortisBC holds title in fee simple to the site upon which the associated structures reside, FortisBC shall, at the request of the Licensee, provide the right, license, consent, authorization or interest in the land which will permit the Licensee, by its employees or agents, to access, occupy and use the land for the purposes of attaching Licensee Facilities and for the maintenance and repair of the Licensee Facilities, all as contemplated herein. Granted land rights will not impair FortisBC’s ability to add, operate, maintain, modify or remove FortisBC facilities on the site or otherwise restrict FortisBC’s use of the site.
- (b) If FortisBC does not hold title in fee simple to the site of land upon which any FortisBC Structures are situated, and for which the Licensee proposes to obtain a Permit, then upon the request of the Licensee, FortisBC shall extend to the Licensee the benefit of any right of way held by FortisBC where and to the extent that the provisions of such right of way authorizes or otherwise entitles FortisBC to do so. If not authorized, FortisBC shall use its reasonable efforts to obtain for the Licensee rights that will permit the Licensee, by its employees or agents, to access, occupy and use the land for the purposes of attaching the Licensee Facilities and for the maintenance and repair of the Licensee Facilities. Any costs reasonably incurred by FortisBC outside the ordinary course of its business to obtain such rights in favour of the Licensee shall promptly be reimbursed to FortisBC by the Licensee.

- (c) If FortisBC is unable to obtain for the Licensee the necessary rights as contemplated by Section 8.1(b), the Licensee shall be responsible for obtaining its own rights of access to the applicable property. In such cases, FortisBC shall cooperate with the Licensee in good faith and provide the Licensee with reasonable assistance in obtaining the Licensee's own rights and hereby consents to the Licensee's use of such rights for the purposes set out in this Agreement.
- (d) The Licensee grants to FortisBC, for the term of this Agreement, an easement and license of occupation for any and all FortisBC Structures located on any Licensee-owned property (other than "streets" or "lanes" as contemplated in Section 6.14 of the Agreement for the Supply of Electricity Wholesale Service between the Licensee and FortisBC in effect between the parties from time to time) within the Licensee's municipal boundaries. Without limiting the foregoing, the Licensee grants to FortisBC, for the term of this Agreement, an easement and license of occupation for FortisBC's facilities known as "49 Line" running from FortisBC's Huth Avenue Substation in Penticton to FortisBC's Summerland Substations to the extent that 49 Line is located on any street, lane or other public space or other Licensee-owned property within the Licensee's municipal boundaries.

SECTION 9 PROPERTY RIGHTS UNAFFECTED

9.1 Property Rights of FortisBC

- (a) No provision of this Agreement, and no attachment to, occupation or use, however extended, of any part of any FortisBC Structures pursuant to this Agreement shall create or vest in the Licensee or dispose of to the Licensee:
 - (i) any property right or title to, or interest in, any of the FortisBC Structures;
 - (ii) any right or title to, or interest in, any right of way or other interest owned by FortisBC or issued or otherwise granted by any person to FortisBC, for the location, use, maintenance or repair of FortisBC Structures, except as provided expressly in Section 8.

- (b) Care, maintenance, repair, custody and control of the FortisBC Structures shall at all times remain with FortisBC.

9.2 Property Rights of the Licensee

Any and all of the Licensee Facilities attached to, occupying or using FortisBC Structures shall be deemed not to be a fixture and the Licensee Facilities shall remain at all times the property of the Licensee notwithstanding any attachment or affixation to a FortisBC Structure. FortisBC shall have no liability whatsoever to pay or contribute any amount toward any costs, expenses or liabilities with respect to ownership or use of the Licensee Facilities.

SECTION 10 FORTISBC STRUCTURES, FORTISBC BUSINESS AND OBLIGATIONS UNAFFECTED

10.1 Right to Relocate, Remove or Abandon FortisBC Structures

- (a) Subject to paragraph (b), FortisBC exclusively reserves to itself, its successors and assigns, all rights to locate, relocate, construct, modify, operate, use, maintain, repair, remove and abandon FortisBC Structures in such manner as will, in the judgment of FortisBC, best enable it to further FortisBC Business interests. Any new installation or relocation of FortisBC Structures made pursuant to this Section 10.1(a) will be subject to the Licensee's normal permitting requirements.
- (b) If FortisBC wishes to remove any of the FortisBC Structures which it considers no longer necessary for the conduct of the FortisBC Business, it will give to the Licensee no less than 365 days' prior written notice (the "**Removal Notice**") of the proposed removal. If the Licensee desires to purchase from FortisBC any such FortisBC Structures, it will, no less than 90 days prior to the date specified in the Removal Notice for removal of the relevant FortisBC Structures (the "**Proposed Removal Date**") give FortisBC notice of such desire, identifying in the notice the relevant FortisBC Structures. FortisBC will transfer to the Licensee the identified FortisBC Structures on such terms as the parties may agree. If, prior to the Proposed Removal Date, the parties cannot agree on the terms on which FortisBC will transfer to the Licensee the identified FortisBC Structures, then FortisBC may remove such FortisBC Structures at any time after the Proposed Removal Date. If FortisBC is relocating their facilities to new structures it will allow the Licensee to relocate its Licence Facilities to the new structures as well. At its option, if FortisBC is willing and able to undertake the relocation of the Licensee facilities, FortisBC will

provide the Licensee with an estimate of the cost to relocate the License Facilities and the Licensee shall within 30 days authorize FortisBC to proceed with the work, or indicate to FortisBC that it will undertake the work itself. Should FortisBC undertake the work for the Licensee the Licensee shall pay FortisBC the actual cost within 30 days of receipt of an invoice.

10.2 Condition of Poles

- (a) All Transmission Poles and Distribution Poles shall conform to the minimum standards set by the Canadian Standards Association.
- (b) FortisBC will correct the condition of any Transmission Poles or Distribution Poles which do not meet the standards provided for in Section 10.2(a) at the time of replacement of such poles, or earlier if the parties agree that the conditions create a safety hazard for either party or the public.

10.3 No Interference

The Licensee will use its best efforts to keep its employees and agents, the Licensee Facilities and other equipment from unduly interfering with FortisBC employees or agents, the FortisBC Structures, and other equipment owned by FortisBC.

10.4 Removal of Licensee Facilities Pursuant to Standards or Law

- (a) In addition to the rights of removal provided to FortisBC pursuant to Sections 4.6, 6.2 and 11.4, FortisBC may instruct the Licensee to remove or cause the removal of all or part of the Licensee Facilities pursuant to a requirement of the Standards or of law, or an instruction, order or other act of a Governmental Authority. The period of notice that FortisBC will give the Licensee shall be reasonable in the circumstances but in any event shall be not more than that available under any such requirements. FortisBC will not contribute to the costs incurred by the Licensee as a result of the removal unless FortisBC is entitled to recover such contribution from the Governmental Authority issuing the instruction or order.
- (b) If the Licensee does not remove or cause the removal required by this section then upon the expiry of the applicable period of notice FortisBC shall have the right to do so and recover from the Licensee all costs and expenses incurred by FortisBC.

SECTION 11 TERMINATION

11.1 Termination of Permits by Licensee

If the Licensee decides at any time in the Term or any renewal thereof that it no longer requires that all or a part of the Licensee Facilities attach to, occupy or use the FortisBC Structures, then the Licensee may provide 6 months' written notice to FortisBC that it intends to terminate all or part of any Permit. The termination shall be effective on the date of removal of all relevant parts of the Licensee Facilities or upon the expiry of the 6 months' notice period, whichever is later.

11.2 Termination of Agreement by Written Notice

Either party may terminate this Agreement and the Permits issued pursuant hereto at any time during the Term or renewal thereof by providing to the other party 2 years written notice of termination.

11.3 Termination of Agreement by FortisBC for Non-Compliance

If the Licensee defaults at any time in the payment of the Structure Rental Fee or fails to or neglects at any time to fully perform, observe and comply with all the terms, conditions and covenants herein, then FortisBC shall as soon as practicable, notify the Licensee in writing of such default and the Licensee will correct such default to the satisfaction of FortisBC within 30 days of the delivery of such notice, or within a longer time period if agreeable to FortisBC, failing which FortisBC may forthwith terminate this Agreement and the permits herein granted.

11.4 Removal of Licensee Facilities

Upon termination of all or part of this Agreement, or any Permit issued pursuant hereto, for any reason, or upon the exercise of FortisBC's rights pursuant to Sections 4.6, 6.2 or 10.4 to have the Licensee Facilities removed, the Licensee must promptly and, in any event, within one year of the date of termination or exercise of rights by FortisBC, as the case may be, remove the relevant Licensee Facilities and restore the FortisBC Structures to a condition that is satisfactory to FortisBC, acting reasonably. If the Licensee does not promptly remove the relevant Licensee Facilities and restore the FortisBC Structures to a condition that is satisfactory to FortisBC, acting reasonably, then FortisBC may remove or cause the removal of all or part of such relevant Licensee Facilities, undertake the restoration, or both, and the Licensee will promptly reimburse FortisBC for any costs and expenses incurred by FortisBC in this regard. In the alternative, if the Licensee decides to abandon all or part of the Licensee Facilities and so informs

FortisBC, then FortisBC may, at its sole discretion, take ownership, possession and use of such of the Licensee Facilities to the exclusion of all others.

11.5 Survival

Any termination of this Agreement shall not relieve the Licensee of obligations that by their nature survive such termination including, without limitation, warranties, remedies and indemnities.

SECTION 12 PRIOR RIGHTS

12.1 Prior Rights Not Affected

- (a) Nothing in this Agreement shall be construed as affecting Prior Rights irrespective of whether such Prior Rights have been exercised by their holder and FortisBC shall have the right to continue, reasonably extend, vary or renew Prior Rights, provided that any such extension, variation or renewal of such Prior Rights shall not unduly interfere, conflict with or affect the intended use, purpose or the functionality of the Licensee Facilities for which a Permit was issued by FortisBC to the Licensee.
- (b) If any relocation of the Licensee Facilities is required by any holder of Prior Rights, FortisBC shall use all commercially reasonable efforts to ensure that such holder pays to the Licensee all costs incurred by it in carrying out such relocation and FortisBC shall reimburse the Licensee for any and all costs of relocating the Licensee Facilities which FortisBC recovers from such holder of Prior Rights.

SECTION 13 GENERAL PROVISIONS

13.1 Expropriation or Prevention By Governmental Authority

If any FortisBC Structures or any Licensee Facilities are expropriated or if through any act or omission of a Governmental Authority or if because of an order of a court of competent jurisdiction either party is prevented from using any FortisBC Structures or Licensee Facilities, as applicable, as contemplated by this Agreement, each party shall bear its own losses and costs which result from such expropriation or prevention.

13.2 Labour Disputes

If either party becomes involved in a strike, lockout or other labour dispute which affects the use by the other party of FortisBC Structures or

Licensee Facilities, as applicable, the party involved in the labour dispute will use all commercially reasonable efforts to ensure that the other party's access to the FortisBC Structures or Licensee Facilities, as applicable and to the equipment attached to them is not unduly impeded, and the normal business operations of the other party are not materially interrupted.

13.3 Failure to Act Not to Affect Rights

No failure by FortisBC or the Licensee at any time or from time to time to enforce or require a strict observance and performance of any of the provisions of this Agreement shall constitute a waiver of such provisions or affect or impair such provisions or the right of a party at any time to enforce such provisions or to take advantage of any remedy that a party may have.

13.4 Binding Agreement

All provisions of this Agreement shall enure to the benefit of and be binding on the parties and their respective successors or permitted assigns.

13.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings between the parties in any way relating to the subject matter hereof. It is expressly understood and agreed that FortisBC has made no representations, inducements, warranties or promises, whether direct, indirect or collateral, express or implied, oral or otherwise, concerning this Agreement or concerning any other matter, which is not embodied herein.

13.6 Assignment

- (a) The Licensee will not assign or otherwise dispose of all or any part of the rights granted to it by FortisBC pursuant to this Agreement, including any rights granted by a Permit issued pursuant hereto, without providing prior notice to and receiving the prior written consent of FortisBC, such consent not to be unreasonably withheld or delayed following the delivery from the Licensee to FortisBC of all such information that it may reasonably require to consider the request.
- (b) The Licensee or any subsequent assignee shall pay to FortisBC all reasonable and proper costs, including legal costs, incurred by FortisBC in connection with all assignments or dispositions permitted pursuant to this section.

13.7 Amendment to the Agreement

This Agreement shall not be amended except by agreement in writing executed by both parties.

13.8 Notices

Unless otherwise provided for by this Agreement, any Application or notice, request, consent, declaration, acknowledgement, payment or invoice (a “**Notice**”) required to be given by the Licensee to FortisBC shall be given in writing to the designate of FortisBC addressed as follows:

FortisBC Inc.
Suite 100 - 1975 Springfield Avenue
Kelowna, B.C. V1Y 7V7
Attention: Danielle Wensink, Joint Use Administrator

and unless otherwise provided for by this Agreement, any Permit, and any other Notice required to be given by FortisBC to the Licensee shall be given in writing to the designate of the Licensee addressed as follows:

The Corporation of the District of Summerland
13211 Henry Avenue, Box 159
Summerland, B.C. V0H 1Z0

Attention: City Clerk

and any such Application, Permit, or other Notice may be delivered by hand, facsimile or mail and shall be deemed to have been given when received by the addressee. Either party may from time to time, by notice in writing to the other party, change its above noted designation or address or may establish one or more delegates of the designate.

13.9 Arbitration

Any dispute arising under this Agreement shall be resolved through a mediation - arbitration approach. The parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. If the mediation is unsuccessful, the parties agree that the dispute will be decided by binding arbitration under the *Commercial Arbitration Act* (British Columbia). The decision of the arbitrators shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by any party thereto. The costs of mediation shall be equally split between the parties. The costs of arbitration shall be at the discretion of the arbitrator(s), who

may direct to and by whom and in what manner costs for the arbitration or any part thereof shall be paid.

13.10 Taxes

The Licensee shall pay any taxes assessed on the Licensee Facilities by any Governmental Authority or other lawful authority having jurisdiction over it. If FortisBC for any reason whatsoever is required to pay all or part of the taxes due on Licensee Facilities then the Licensee shall promptly reimburse FortisBC for such amount paid by FortisBC.

13.11 Further Assurances

Each of the parties hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their influence and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

13.12 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereto submit and attorn to the jurisdiction of the courts of British Columbia.

13.13 No Representation or Warranties as to Fitness

Nothing contained in this Agreement or in any Permit issued pursuant to it shall be construed to contain or provide, expressly or by implication, any representation whatsoever as to the suitability or fitness of the FortisBC Structures for any particular purpose or use.

13.14 Severability

If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to parties or circumstances, other than those as to which were held to be invalid or unenforceable, shall not be affected thereby and each term and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

13.15 Force Majeure

“Except as herein otherwise expressly provided, if and whenever to the extent that either FortisBC or they Licensee shall be prevented, delayed or restricted in the fulfillment of any obligations hereunder, in respect of the supply or provision of any service or utility, the making of any repair, the doing of any work or anything (other than the payment of the fees or any other money as herein required), by reason of civil commotion, war-like operation, invasion, rebellion, hostilities, sabotage, strike, or other work stoppage or being unable to obtain any material, service, utility, or other labour required to fulfill such obligation or by reason of any statute, law, or regulation of or inability to obtain any permission from any governmental authority having lawful jurisdiction, preventing, delaying, or restricting such fulfillment, or by reason of other unavoidable occurrence other than a lack of funds, time for fulfillment of such obligations shall be extended during the period in which such circumstance operates to prevent, delay or restrict the fulfillment thereof, and the other party to this agreement shall not be entitled to compensation for any inconvenience, nuisance, or discomfort thereby occasioned, nor shall fees or monies payable herein abate; nevertheless, FortisBC or the Licensee as the case may be, shall act diligently and take all reasonable steps to remove the cause or causes of delay.”

FortisBC

Licence Agreement for the Shared Use of Structures

IN WITNESS WHEREOF each party has caused this Agreement to be executed,
by its duly authorized representative(s).

FORTISBC INC.

By: _____

Title: •

THE CORPORATION OF THE DISTRICT OF SUMMERLAND

By: _____

Title: •Mayor

By: _____

Title: •Corporate Officer

November 18, 2013

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SCHEDULE A

 **FORTISBC**

POLE CONTACT NOTIFICATION / APPLICATION Requestor Information			
<u>Telus</u>	☐ Kelowna.engineering@telus.com	<u>Requestor</u>	
<u>Shaw</u>	☐ Planning-BCOkanaganRegion@sjrb.ca	<u>Email #:</u>	
<u>Eastlink</u>	☐ western-planning@corp.eastlink.ca	<u>Phone #:</u>	
<u>FortisBC</u>	☐ fortisbc@fortisbc.com	<u>Date:</u>	
<u>Other</u>	☐ _____	<u>File or WO #:</u>	
		<u>FBC Ref #:</u>	
<u>Civic Address or equivalent:</u>	<u>FBC Sup #:</u>		
<u>Pole ID #'s:</u>			
<u>Description -Framing Standards (spacing)</u>			
<u>Comments: Clearances/Photos attached etc.</u>			
Sketch: *NOTE: for more than 3 poles, attach a print and please ensure to include location information			
Please include new pole contacts and contact removals (paid, clearance, private property, transmission), anchoring, addresses, road names and any other relevant information			
Note: Clearance Contacts, as per the relevant agreements, do not require advance approval. Note: A private property pole is one installed on private property after 1996 for serving a single customer where FBC may / may not have a ROW (applicable to Distribution poles for Telus only)			
Permission Granted for Above Application (TELUS/ FBC Poles Only)			
FortisBC	Signature _____	Name (Print) _____	Date _____
Telus	Signature _____	Name (Print) _____	Date _____
FortisBC Internal Use			
Send signed copy to Requesting Party/FBC As Built (include maps)/ JU Admin			
Telus	☐ Kelowna.engineering@telus.com	FortisBC As Built Group	☐ FortisBC JU Admin
Eastlink	☐ western-planning@corp.eastlink.ca		
Shaw	☐ Planning-BCOkanaganRegion@sjrb.ca		

SCHEDULE B

INITIAL CONTACT INVENTORY
(reference Section 5.1)

JUOID	CONTACT OWNER	CONTACT TYPE	POLESTRNUM	LATITUDE	LONGITUDE
66902	District of Summerland	Low Voltage Transmission Contact	49L-162	49.56790	-119.65731
66903	District of Summerland	Low Voltage Transmission Contact	49L-167	49.57002	-119.65888
66905	District of Summerland	Low Voltage Transmission Contact	49L-168	49.57071	-119.65891
66906	District of Summerland	Low Voltage Transmission Contact		49.57080	-119.65892
66907	District of Summerland	Low Voltage Transmission Contact	49L-169	49.57135	-119.65921
66908	District of Summerland	Low Voltage Transmission Contact	49L-170	49.57206	-119.65953
66910	District of Summerland	Low Voltage Transmission Contact	49L-172	49.57315	-119.66000
66911	District of Summerland	Low Voltage Transmission Contact	49L-173	49.57357	-119.66019
66913	District of Summerland	Low Voltage Transmission Contact	49L-175	49.57435	-119.66053
66914	District of Summerland	Low Voltage Transmission Contact	49L-176	49.57482	-119.66072
66915	District of Summerland	Low Voltage Transmission Contact	49L-177	49.57567	-119.66079
66916	District of Summerland	Low Voltage Transmission Contact	49L-178	49.57608	-119.66082
66917	District of Summerland	Low Voltage Transmission Contact	49L-179	49.57653	-119.66085
66918	District of Summerland	Low Voltage Transmission Contact	49L-180	49.57707	-119.66029
66919	District of Summerland	Low Voltage Transmission Contact	49L-181	49.57744	-119.65989
66920	District of Summerland	Low Voltage Transmission Contact	49L-182	49.57789	-119.65940
66921	District of Summerland	Low Voltage Transmission Contact	49L-183	49.57840	-119.65886
66922	District of Summerland	Low Voltage Transmission Contact	49L-184	49.57882	-119.65827
66923	District of Summerland	Low Voltage Transmission Contact	49L-185	49.57916	-119.65776
66924	District of Summerland	Low Voltage Transmission Contact	49L-186	49.57969	-119.65775
66925	District of Summerland	Low Voltage Transmission Contact	49L-187	49.58000	-119.65775
66926	District of Summerland	Low Voltage Transmission Contact	49L-188	49.58041	-119.65774
66927	District of Summerland	Low Voltage Transmission Contact	49L-189	49.58080	-119.65774
66928	District of Summerland	Low Voltage Transmission Contact	49L-190	49.58188	-119.65774
66930	District of Summerland	Low Voltage Transmission Contact	49L-191	49.58304	-119.65772
66931	District of Summerland	Low Voltage Transmission Contact	49L-192	49.58406	-119.65771
66932	District of Summerland	Low Voltage Transmission Contact	49L-193	49.58481	-119.65770
66934	District of Summerland	Low Voltage Transmission Contact	49L-194	49.58533	-119.65770
66935	District of Summerland	Low Voltage Transmission Contact	49L-195	49.58631	-119.65770
66937	District of Summerland	Low Voltage Transmission Contact	49L-196	49.58743	-119.65768
66939	District of Summerland	Low Voltage Transmission Contact	49L-197	49.58844	-119.65769
66941	District of Summerland	Low Voltage Transmission Contact	49L-198	49.58906	-119.65802
66943	District of Summerland	Low Voltage Transmission Contact	49L-199	49.58986	-119.65877
66944	District of Summerland	Low Voltage Transmission Contact	49L-200	49.59081	-119.65964

66945	District of Summerland	Low Voltage Transmission Contact	49L-201	49.59153	-119.66024
66946	District of Summerland	Low Voltage Transmission Contact	49L-203	49.59313	-119.66156
66947	District of Summerland	Low Voltage Transmission Contact	49L-204	49.59413	-119.66241
66948	District of Summerland	Low Voltage Transmission Contact	49L-205	49.59459	-119.66313
66949	District of Summerland	Low Voltage Transmission Contact	49L-206	49.59537	-119.66434
66951	District of Summerland	Low Voltage Transmission Contact	49L-208	49.59677	-119.66583
66953	District of Summerland	Low Voltage Transmission Contact	49L-209	49.59738	-119.66686
66955	District of Summerland	Low Voltage Transmission Contact	49L-210	49.59800	-119.66787
66958	District of Summerland	Low Voltage Transmission Contact	49L-212	49.59871	-119.66935
66959	District of Summerland	Low Voltage Transmission Contact	49L-213	49.59896	-119.67025
66960	District of Summerland	Low Voltage Transmission Contact	49L-214	49.59917	-119.67103
66961	District of Summerland	Low Voltage Transmission Contact	49L-215	49.59951	-119.67226
66962	District of Summerland	Low Voltage Transmission Contact	49L-216	49.59975	-119.67315
66963	District of Summerland	Low Voltage Transmission Contact	49L-217	49.59994	-119.67386
66964	District of Summerland	Low Voltage Transmission Contact	49L-218	49.60016	-119.67464
66967	District of Summerland	Low Voltage Transmission Contact	49L-202	49.59232	-119.66086
66968	District of Summerland	Low Voltage Transmission Contact	49L-207	49.59609	-119.66509
66969	District of Summerland	Low Voltage Transmission Contact	49L-219	49.60029	-119.67514
127132	District of Summerland	Low Voltage Transmission Contact	49L-211	49.59841	-119.66864
220843	District of Summerland	Low Voltage Transmission Contact	49L-171	49.57261	-119.65977
220844	District of Summerland	Low Voltage Transmission Contact		49.57388	-119.66033

Total Low Voltage Transmission Contacts: 55

SCHEDULE C

STRUCTURE RENTAL RATE SCHEDULE

Annual Base Rate									
(Note: This excludes the annual SRRM adjustments)									
		2013		2014		2015		2016	2017
Distribution Rate per Contact	\$	46.48	\$	50.28	\$	54.07	\$	57.87	\$ 61.67
Transmission Rate per Contact	\$	175.87	\$	185.40	\$	194.94	\$	204.47	\$ 214.00



THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: March 30, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Don Darling, Director of Works and Utilities
SUBJECT: Thirsk Dam and Reservoir Crown Land Tenure

STAFF RECOMMENDATION:

THAT Council pass the following resolution:

‘THAT Council authorize staff to renew a Provincial license of tenure over those parts of District Lots 207, 2072, 2073, 2068, excluding Plan A105 together with all of the unsurveyed Crown Land situated in the vicinity of Trout Creek, all of Kamloops Division Yale District and containing approximately 3.1 hectares for access to and the operation and maintenance of Thirsk Dam and Reservoir.

AND THAT Council authorize staff to request the Province to extend the term of the license from the standard term of ten years to a thirty year term.’

PURPOSE:

To provide the District with continued access rights to the land upon which Thirsk Dam and Reservoir are located for the purpose of their operation and maintenance.

BACKGROUND:

The District has held tenure to the land around the Thirsk Dam and Reservoir for many years. This tenure is for approximately 3.1 hectares and has allowed staff to monitor and protect the area while operating, maintaining, and improving these assets for the purpose of providing the best quality water to the residents of Summerland.

DISCUSSION:

Thirsk Dam and Reservoir are a very crucial part of the District of Summerland’s watershed. The District continues to maintain this area and the assets within it to store water from Trout Creek including supply from Headwaters, Crescent, and Whitehead Reservoirs. The Province has sent out renewal documents informing the District that the tenure is expiring and that application must be made to renew the license of tenure. In discussions with the Province they have indicated that the standard term of tenure is 10 years but suggested that a longer term of 30 years may be more appropriate.

FINANCIAL IMPLICATIONS:

The Crown Land Tenure has no financial impact on the District.

CONCLUSION:

Staff recommends that Council authorize staff to acquire the license of tenure and that a request be made to extend the term from the standard term of 10 years to 30 years.

Respectfully Submitted

Don Darling

Approved for Agenda

CAO: Linda Tynan April 7, 2015



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: March 19, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Don Darling, Director of Works and Utilities
SUBJECT: Summerland Reservoir Chlorinator Shutdown

STAFF RECOMMENDATION:

That Council receives this report for information purposes.

PURPOSE:

To reduce potential risks to staff and to the community.

BACKGROUND:

The Water Treatment Plant (WTP) was commissioned in 2008 and serviced all of the Summerland Water System's domestic and irrigation demands. In 2009 the agricultural irrigation water in the Prairie Valley area was separated to reduce peak demands on the WTP and reduce operational costs. Since that time the agricultural irrigation water in Prairie Valley has been chlorinated as the single method of treatment.

DISCUSSION:

Recently staff has questioned the necessity of chlorinating the agricultural irrigation water given the risks the chlorine poses. The main reason chlorine continued to be introduced after separation was to prevent growth of biofilm inside the pipes. Although these water lines are primarily used between the months of April to October they continue to hold water through the rest of the year without flow and without residual chlorine to prevent biofilm growth.

Chlorine is extremely hazardous and presents a significant risk to life. Although the risk of leak is low if the chlorine is properly handled, a leak would have catastrophic results as chlorine is heavier than air and any leak would have the potential of flowing down into the Prairie Valley residential areas. Staff has already posted signs on all irrigation blue boxes stating the agricultural irrigation water is not safe for drinking and the Interior Health Authority has no requirement for this water to be chlorinated. Staff feels that the risk of a leak far outweighs the benefit chlorination may be providing.

After recent discussions with the District's water consultant, staff feels that it would be in the best interest of the District to shut down the chlorinator on a trial basis. It is proposed that this will be done with the following approach:

- Shut down the agricultural irrigation chlorinator,
- Remove the chlorine tonners,
- Leave all equipment in place,
- Inspect water mains when a main break or repair occurs to monitor biofilm growth,
- Perform regularly scheduled corrosion coupon testing in areas of concern,
- Shock the water mains with chlorine only when biofilm growth becomes an issue,
- Document all inspections and testing.

By leaving the equipment in place while removing the chlorine tonners the District will eliminate a potential risk to public safety while keeping open the option for future chlorination should it become necessary.

FINANCIAL IMPLICATIONS:

It is anticipated that the reduction in chorine will save the District approximately \$4,000 per year.

CONCLUSION:

Due to the potential risk staff will be immediately removing the tonners and there will be no chlorination of the agricultural irrigation mains in Prairie Valley in 2015.

Respectfully Submitted



Don Darling

Approved for Agenda



CAO: Linda Tynan April 7, 2015



THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: April 8, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Don Darling, Director of Works and Utilities
SUBJECT: Hayman Classic – Provincial Youth Road Cycling Championship – Time Trial

STAFF RECOMMENDATION:

THAT Council pass the following resolution:

'THAT the application for a temporary road closure requested by COG Events Society to hold the "Hayman Classic – Provincial Youth Road Cycling Championship" time trial on Saturday, May 23rd, 2015 from 6:00am to 11:00am on the Princeton-Summerland Road, be approved.'

PURPOSE:

To provide support to a community event.

DISCUSSION:

The COG Events Society has applied for a temporary road closure for single lane alternating traffic on the Princeton-Summerland Road, 800m west of the Bathville Road intersection as shown on the attached plan. Council approval is required for first time events in accordance with District Policy No. 400.5, Temporary Road, Sidewalk, or Parking Stall Closure.

Setup will start at 6:00 a.m. and run until 11:00 a.m. Approximately 100 cyclists (ranging in age from 12 to 18) will depart individually at 30 second intervals, riding west to Fish Lake Road and will turn around and return to the finish line on the Princeton-Summerland Road, just to the west of the start. Advisory signage will be placed along the route in advance of the race and marshals will be provided to monitor the course for rider safety.

The RCMP and Fire Department were contacted and have no objections to the event taking place. Insurance coverage has been acquired.

CONCLUSION:

Staff is recommending a temporary road closure for single lane alternating traffic on the Princeton-Summerland Road be approved.

ALTERNATIVES TO STAFF RECOMMENDATION:

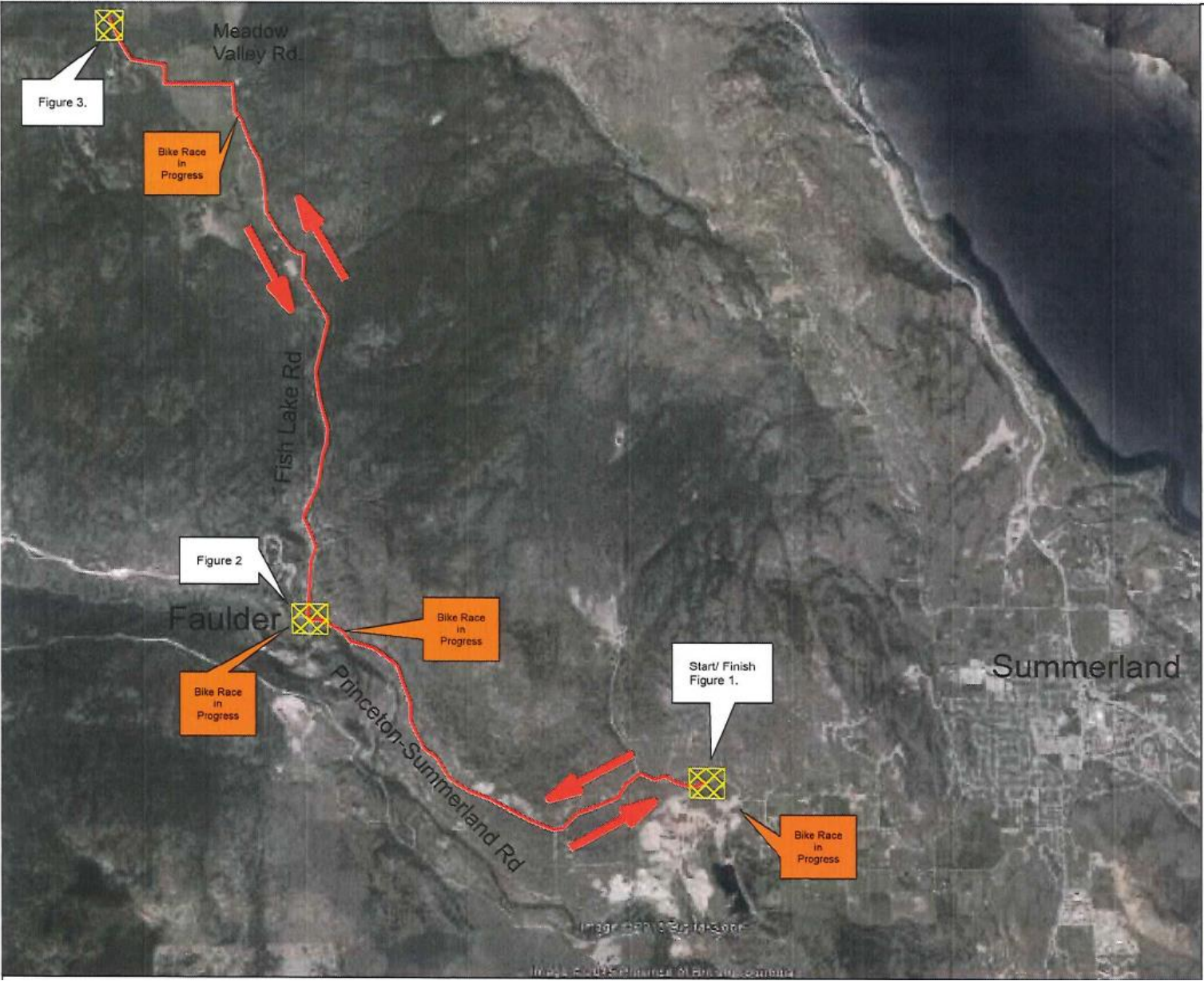
Council could deny the request for a temporary road closure.

Respectfully Submitted

Don Darling
Director of Works and Utilities

Approved for Agenda

CAO: Linda Tynan April 8, 2015





THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
COUNCIL REPORT

DATE: April 8, 2015
TO: Linda Tynan, CAO
FROM: Lorrie Coates, Director of Finance
SUBJECT: Parcel Tax Roll Review Panel

RECOMMENDATION:

THAT Council pass the following resolution:

'THAT Councilors Richard Barkwill, Toni Boot and Janet Peake be appointed to the 2015 Parcel Tax Roll Review Panel.'

PURPOSE:

To have a Parcel Tax Roll Review Panel in place to meet at 6 pm on Monday, April 27, 2015 if needed.

BACKGROUND:

Pursuant to the provisions of Division 4 (Parcel Taxes) of Part 7 of the Community Charter, the District of Summerland is required to consider any complaints respecting the Parcel Tax Roll and must authenticate the Parcel Tax Roll. The review panel, consisting of three members of Council, is established to fulfill this requirement.

The Mayor has suggested the following members of Council be appointed:

Richard Barkwill
Toni Boot
Janet Peake

Each year there is a parcel tax levied on all properties within the service areas for water and sewer. The amount of the water parcel tax is \$285 and the amount of the sewer parcel tax is \$200. The parcel tax is collected to pay for debt servicing costs for the water treatment plant, the wastewater treatment plant and the supply and collection networks for the utilities. These amounts will be charged on the 2015 property tax notice.

DISCUSSION

Owners have 48 hours before the time of the meeting to provide written notice of complaints regarding:

- an error or omission respecting a name or address on the parcel tax roll
- an error or omission respecting the inclusion of a parcel
- an exemption has been improperly allowed or disallowed

The roll is available for inspection at Municipal Hall and as per regulations, new owners that are being charged a parcel tax for the first time have been notified.

If no amendments are required, there will be no need to hold the meeting scheduled for April 27, 2015.

ALTERNATIVES TO STAFF RECOMMENDATION:

Council may select and appoint alternative councilors to the Parcel Tax Review Panel.

Respectfully submitted,

Lorrie Coates

Lorrie Coates
Director of Finance

Approved for Agenda



CAO: Linda Tynan
Date: April 8, 2015



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: April 7th, 2015
TO: Linda Tynan, CAO
FROM: Brenda Ingram, Recreation Manager
SUBJECT: Giants Head Mountain Park

STAFF RECOMMENDATION:

THAT Council pass the following resolution:

THAT Council approve in principal a filming by 'Bear Trucks', a skateboard company to take place on Giants Head Mountain Park from May 11th to 13th, 2015 (noon to 4:00pm), to introduce a new product;

SUBJECT to the execution of a conditional 'agreement' between the District and Bear Trucks Company, which will include provisions to ensure adequate liability insurance, hours of closure and that any costs to the District be borne by 'Bear Trucks'.

PURPOSE:

To introduce a new product by a skateboard company (Bear Trucks), by filming on Giants Head Mountain Park. The park provides the natural terrain and road to showcase their product.

BACKGROUND and DISCUSSION:

Requests for use of public amenities/roads for commercial filming purposes is common in some municipalities, however, it does not appear that the District of Summerland has been approached in the past, so currently there is no policy in place. If approved, staff has recommended that 'Bear Trucks' be responsible for any and all costs associated with their filming on Giants Head Mountain Park. The District is not to provide any form of assistance to a business, pursuant to Section 25(1) of the *Community Charter*, which states that:

'...unless expressly authorized under this or another Act, a council must not provide a grant, benefit, advantage or other form of assistance to a business.....'

District staff will determine the best method of fees, taking into consideration the rental of the park; staff time and equipment required.

Staff feels that this would be an 'economic' opportunity for the District of Summerland as each year, the District holds an event on Giants Head Mountain Park, the 'Freeride Longboarding Event', which draws a number of participants and spectators.

In addition, Giants Head Park would have to be closed to 'vehicle' traffic during the three day filming event. As the event is being held during the week, vehicle traffic would be minimal.

FINANCIAL IMPLICATIONS:

There is no financial or equipment requested at this time. Applicant would provide signage and appropriate insurance.

ALTERNATIVES TO STAFF RECOMMENDATION:

Council could deny the closure of Giants Head Park.

Respectfully Submitted

Brenda Ingram

Brenda Ingram
Recreation Manager

Approved for Agenda



CAO: Linda Tynan April 9, 2015

Hi City of Summerland-

My name is Billy Meiners and I am brand manager for Bear Trucks Company. We are a skateboard company based out of Vancouver, BC. The reason I am contacting you is because we are very interested in utilizing the road on Giant's Head Mountain to film a commercial for a new product we are releasing this year. We realize that skateboarding on the mountain is not condoned and that is why we'd like to work with the city to gain proper access to film on this road.

Ideally we would be able to use the road from May 11-13th. This would include filming during the day and nighttime. We would prefer to have the road closed to pedestrian traffic during these dates but if it is necessary for it to be open then we can figure out a time to allow pedestrians to use the road.

We will have roughly 6-7 professional skateboarders who will be involved in the filming along with a film crew of 4-5 people. There will be a few vehicles that will be in use on the hill for shuttling and film purposes. During the night time, we would like to utilize specific lighting set up to illuminate sections of the road. There will not be any sort of open flames nor will we be building any features or altering the landscape.

After speaking with Andrew Monaghan, he informed us that he has \$3,000,000 in liability coverage for his event. We can also obtain an insurance plan like his for our filming project.

To help discourage the random group of skaters from going up to the mountain, we will also make sure that our video guides skateboarders to the sanctioned Giant's Head Freeride event that Andrew organizes.

Let me know what you think of this proposal and please feel free to contact me with any questions/concerns you might have.

Thanks

-Billy Meiners
(817) 707-3947
billy@landyachtz.com



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: April 7th, 2015
TO: Mayor and Council
FROM: Linda Tynan, CAO
SUBJECT: Attendance at FCM

STAFF RECOMMENDATION:

THAT Council discuss the upcoming Federation of Canadian Municipalities (FCM) conference and determine whether to send council representation in 2015.

PURPOSE:

To determine whether the District will send council representation to the annual FCM conference June 4-8, 2015.

BACKGROUND and DISCUSSION:

The District of Summerland is a member of the Federation of Canadian Municipalities (FCM). This year, the annual conference is being held in Edmonton, Alberta June 4-June 8. Although council regularly attends the Union of BC Municipalities (UBCM), the District has not regularly sent delegates to the FCM conference due to the longer distance (it is usually out of province) and potentially less exposure to regional/provincial issues. UBCM is held in September and will be in Vancouver in 2015.

Despite the longer travel distance and the focus on national issues rather than provincial, there may be advantages to attend FCM. FCM has published a leaflet outlining the benefits of attendance at FCM conferences (attached). A council discussion on the benefits and disadvantages would be beneficial.

District Policy 100.6 (attached) requires council approval for any council member wishing to attend the conference.

FINANCIAL IMPLICATIONS:

Early bird registration for the conference is \$799 for each delegate. Additional costs would include travel, meals and accommodation.

ALTERNATIVES TO STAFF RECOMMENDATION:

1. That council appoint individual council members to attend the FCM conference in Edmonton.
2. That council choose not to send any delegates to the FCM conference in 2015.

Respectfully Submitted

Chief Administrative Officer



Why You Should Attend FCM's 2015 Annual Conference and Trade Show

From June 5th-8th, FCM will host the country's largest pan-Canadian gathering of elected municipal leaders, along with leading specialists in the challenges and solutions faced by small and large communities. Under the theme of Today's communities, tomorrow's Canada, the Conference represents an opportunity to exchange, influence and acquire knowledge. This year's Conference is particularly important, given the upcoming federal election.

If you or your council have yet to decide, consider this list of the top five reasons to attend.

#1 Acquire hands-on training and knowledge.

Access more than 30 workshops, industry-led seminars and study tours. Learn the latest best practices in municipal services and programs, along with the strategies and measures that can best address your community's most pressing issues.

#2 Direct the municipal-national advocacy agenda.

With a federal election expected later this year, seize this valuable opportunity to meet and hear from federal party leaders, and vote on the resolutions that direct FCM's advocacy work and shape the municipal-federal agenda. Elect members to the FCM Board of Directors.

#3 Discuss solutions and innovations with industry experts.

Consult with some of the 165 industry experts at the event who specialize in cost-effective, innovative solutions related to municipal planning, community infrastructure, water, wastewater, housing, transit, sustainability and more.

#4 Network with peers and experts, and gain new insight into your community's needs.

Your community's particular situation may be unique, but dozens of other communities in Canada face similar or identical challenges. Take advantage of numerous opportunities to meet, learn from, and exchange views with leaders and officials from across the country. Participate in region - and issue - specific gatherings to identify priorities and action plans.

#5 Showcase your community on the national stage.

As the champion and representative of your community, lend your voice to the national and local news stories that will emerge throughout the conference. Share first-hand knowledge about your community's challenges and solutions.