



REGULAR COUNCIL MEETING AGENDA

Monday, June 22, 2015 - 7:00 PM
Council Chambers
Municipal Hall, 13211 Henry Ave.
Summerland, BC

Page

1. **Call to Order**

2. **Adoption of Minutes**

5 - 15

2.1 Adoption of Minutes

Recommendation:

THAT the Special and Regular Council meeting minutes dated June 8th, 2015, be adopted.

3. **Resolution to Adopt the Agenda**

4. **2014 Annual Report (Annual Meeting)**

16 - 18

4.1 2014 Annual Report (Annual Meeting)

Mayor Waterman to ask public for any comments/questions regarding the 2014 Annual Report

Annual Report previously distributed June 8th, 2015

Recommendation:

THAT Council accept the 2014 Annual Report, as previously circulated.

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. **Unfinished Business**

9. Correspondence

19 - 58

9.1 Item 9.1 - Correspondence - Informational Items

Recommendation:

THAT the attached correspondence be received by Council for information.

59 - 63

9.2 Item 9.2 - Correspondence - Committee/Commission Minutes

Recommendation:

THAT the following minutes from Council Committees/Commissions be received by Council.

10. Development Services Department Reports

64 - 87

10.1 Stewardship Agreements for Rocky Mountain Ridged Mussel and Western Screech-Owl

Recommendation:

THAT Council enter into the 2015-2019 Stewardship Agreements for the Rocky Mountain Ridged Mussel and the Western Screech-Owl, as proposed by the Ministry of Forests, Lands and Natural Resource Operations;

AND THAT the Mayor be authorized to execute the 2015-2019 Stewardship Agreements for Rocky Mountain Ridged Mussel and Western Screech-Owl.

88 - 95

10.2 Potential Running Track at Summerland Secondary School

Recommendation:

THAT Council discuss the issue of a potential running track at the Summerland Secondary School, and provide a response.

96 - 100

10.3 Official Community Plan (OCP) Amendment re: Urban Growth Strategy

Note: OCP amendment requires a majority vote of full Council (4).

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

Recommendation:

THAT 2nd reading of Bylaw 2014-002 Official Community Plan (2014), be rescinded;

AND THAT Bylaw 2014-002 Official Community Plan (2014) as amended, be given 2nd reading;

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

11. Staff and Other Reports

101 - 106

- 11.1 Grant in Aid Request from the Summerland Museum and Heritage Society
Recommendation:

Council consider the grant in aid request from the Summerland Museum and Heritage Society for \$3,600 additional funding in 2015.

107 - 118

- 11.2 2014 Statement of Financial Information
Recommendation:

THAT Council approve the District of Summerland 2014 Statement of Financial Information for filing with the Ministry of Community, Sport and Cultural Development.

119 - 120

- 11.3 HST Energy Credit for Residential Energy Use
Recommendation:

THAT Council direct staff to write off the \$97,073 accounts receivable related to the residential HST energy credit incorrectly given to electrical customers from January 1, 2012 to March 31, 2013.

121 - 162

- 11.4 BC Transit Annual Operating Agreement (April 1, 2015 - March 31, 2016)
Recommendation:

THAT the District of Summerland agree to the proposed Annual Operating Agreement between the District of Summerland, BC Transit, and the Penticton and District Community Resources Society;

AND THAT the Mayor and Corporate Officer be authorized to execute said agreement on behalf of the District of Summerland.

12. New Business

163 - 164

- 12.1 UBCM Minister Meetings
Recommendation:

THAT council discuss potential issues/topics to bring forward for discussion with Cabinet Ministers at UBCM and provide direction to staff to request appointments.

165

- 12.2 Municipal Insurance Association of BC (MIABC) - Voting Delegates
Recommendation:

THAT Councillor Richard Barkwill be appointed as 'voting delegate' for the Annual General Meeting of the subscribers of the Municipal Insurance Association of BC (MIABC), taking place during the UBCM Convention September 21st to 25th, 2015;

AND THAT Councillor's Toni Boot and Janet Peake be appointed as 'alternate' voting delegates.

166 - 171

12.3 Busking Policy

Recommendation:

THAT Council direct staff to circulate draft Policy 100.14: Busker/Street Performer Policy to potential buskers, business community, public, etc. for comment and present a final draft to council for consideration.

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)

15. Adjourn



MINUTES OF THE SPECIAL COUNCIL
HELD AT DISTRICT OF SUMMERLAND
COUNCIL CHAMBERS
13211 HENRY AVENUE, SUMMERLAND, BC
ON MONDAY, JUNE 8th, 2015 – 8:30 A.M.

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:

Linda Tynan, CAO

Maureen Fugeta, Corporate Officer
Karen Jones, Confidential Secretary

1. CALL TO ORDER

Mayor Peter Waterman called the meeting to order at 8:31 a.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)(a) and (c) of the Community Charter for Council to discuss:

- appointments to various council committees/commissions, and
- labour relations or other employee relations.

Carried.

Special Council Meeting Minutes
June 8th, 2015

3. ADJOURNMENT

The Special Council meeting went into a closed session at 8:32 a.m. and subsequently adjourned at 10:25 a.m.

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, JUNE 8, 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:

Linda Tynan, CAO

Lorrie Coates, Director of Finance
Don Darling, Director of Works and Utilities
Jeremy Denegar, Director of Corporate Services
Maureen Fugeta, Corporate Officer
Brenda Ingram, Recreation Manager
Ian McIntosh, Director of Development Services
Devon van der Meulen, Manager of Utilities

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 Special Council meeting minutes and the Regular Council meeting minutes dated May 25th, 2015, be adopted.

Carried.

3. RESOLUTION TO ADOPT THE AGENDA

The Corporate Officer advised there were a number of 'items' to add to tonight's meeting agenda, as follows:

1. Item 9.2 – Temporary Use Permit 9114 Hoofbeat Street – updated staff Report and comment from adjacent neighbours.
2. Item 10.12 – Report from In-Camera Session regarding various appointments to District of Summerland Commissions/Committees.
3. Item 11.1 – Interior Health Authority and Hospital Laundry Workers

Moved and Seconded,

THAT the Regular Council meeting agenda, be adopted as amended.

Carried.

4. DELEGATIONS

4.1 Delegation - Eva Hare and Vicki Lightfoot - Concerned Citizens re Little Conkle Mountain Cell Tower Upgrades

Vicki Lightfoot provided a brief presentation on the effects of 'cell towers', in particular the cell tower which is located on Little Conkle Mountain, presentation included:

- Biological effects of wireless technologies – Canada's Regulatory Limit
- Comparisons of WiFi Emissions to Scientific Research
- Minimize ambient RF radiation exposure levels in sensitive areas (neighbourhoods)
- Samples of Municipal Cell tower policies
- Request that Summerland research the possibility of implementing a 'Local Cell Tower Siting Policy

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)

Item 5.1 Delegation: Concerned Citizens re Cell Tower Little Conkle Mountain
Loretta Krauter, Fyffe Rd

- Lives in neighbourhood of cell tower location
- Concerned re dramatic decrease in wildlife; previously there were marmots, birds, bats, eagle, bees, prior to installation of 'cell tower'

Item 11.5 Grant in Aid Requests

Representative speaking re 'Wednesdays on the Water' program; highlighting events and activities to take place; free community series

6. MAYOR'S REPORT

- Extends appreciation to Action Festival Committee, participants and volunteers
- Attended 100th Anniversary of the Kettle Valley Steam Railway
- Attended a joint meeting of the Okanagan Basin Water Board and the Water Stewardship Council
- Corporate Officer, Maureen Fugeta is retiring June 18th; thanks to her dedicated service to the administration and the community, she has been kind, patient and generous to me in my new role and she will be greatly missed.

7. CAO'S REPORT

- UBCM – Minister meetings
- District Staff update:
 - Maureen Fugeta, Corporate Officer retiring June 18th
 - Deputy Corporate Officer position currently posted
 - Information Tech Coordinator – to be posted
- UBCM staff visit
- Update on Purchasing (for information)
- HST Issue
- Water Restrictions

8. CORRESPONDENCE

8.1 Item 8.1 - Correspondence - Informational Items

Moved and Seconded,

THAT the correspondence be received by Council for information.

Carried.

8.2 Item 8.2 - Correspondence - Committee/Commission Minutes

Moved and Seconded,

THAT the Climate Action Committee meeting minutes dated April 16th, 2015, be received by Council.

Carried.

9. DEVELOPMENT SERVICES DEPARTMENT REPORTS

9.1 Development Variance Permit - 5914 Gartrell Road
Mayor Waterman to invite public comment.

Mayor Waterman invited members of the public to speak to the variance application.

George Gianotti, Representing the Owners

- Commented on the environmental sensitive areas; rocky
- Two current buildings on the property, currently utilized for wine storage
- Owners require the facilities to process and bottle their product
- Owners have cleaned up the site
- Buffering – cedar hedge
- Equipment machines are electric motors (quiet); no mechanical motors

Geraldine Cote, 7805 Giants Head Road

- Not concerned with noise; insulated hedge
- Concerned re Gartrell Road speedway; a lot of traffic
- Any possibility there could a stop sign somewhere; more traffic; very narrow road

Moved and Seconded,

THAT a Development Variance Permit to vary Section 8.1.6(b) to allow a winery to be located 4.0m from an interior side yard and 4.5m from an exterior side yard on Lot 3, DL 508, ODYD, Plan KAP64229 located at 5914 Gartrell Road be approved subject to the following conditions:

1. The existing fence currently encroaching in the road right-of-way be relocated onto private property.
2. The existing vegetation on the boulevard along the property line adjacent to Gartrell Road be removed or cut down to a height no greater than 0.9m to improve driveway safety.
3. The existing driveway be relocated a minimum of 15m to the east to ensure minimum sight-line distances in accordance with the Transportation Association of Canada Design Controls.

Carried.

9.2 Temporary Use Permit 9114 Hoofbeat Street
Mayor Waterman to invite public comment.

Mayor Waterman invited members of the public to speak to the temporary use permit request. There were none.

Moved and Seconded,

THAT a Temporary Use Permit to allow agri-tourism accommodation on Lot 7, DL 473, ODYD, Plan 147 located at 9114 Hoofbeat Street for a three year period, subject to the conditions shown on the permit attached as Schedule C to the Director of Development Services staff report dated June 8th, 2015, be approved.

Carried.

Regular Council Meeting Minutes
June 8th, 2015

9.3 Environmentally Sensitive Development Permit for Lot 22, DL 488,
ODYD, Plan 310 - 4816 Nixon Road

Moved and Seconded,

THAT a Development Permit to protect the environmental values within the Environmentally Sensitive Development Permit Area, as shown on Schedule C, to the Director of Development Services staff report dated on Lot 22, DL 488, ODYD, Plan 310 located at 4816 Nixon Road, be issued.

Carried.

10. STAFF AND OTHER REPORTS

10.1 Landfill Administrative and Landfill Operational Services

Moved and Seconded,

THAT Council defer Item 11.1 – Landfill Administrative and Landfill Operational Services Contract issue, to a future in-camera meeting session.

Carried.

10.2 Power Surge Event - November 26th, 2014

Moved and Seconded,

THAT residents be provided with the option to purchase meter socket surge protection devices, at cost, from the District,

AND THAT staff continue to work with Primary Engineering in an effort to improve the electrical system's ability to protect against power surge events.

Carried.

10.3 2014 Annual Parking Reserve Fund Report

Moved and Seconded,

THAT Council receive the District of Summerland 2014 Annual Parking Reserve Fund Report.

Carried.

Regular Council Meeting Minutes
June 8th, 2015

10.4 2014 Development Cost Charge Reserve Fund Report

Moved and Seconded,

THAT Council receive the District of Summerland 2014 Development Cost Charge Reserve Fund Report.

Carried.

10.5 Grant-in-Aid Requests

Moved and Seconded,

THAT Council provide \$700.00 Grant-in-Aid to Summerland Community Arts Council in support of 'Wednesdays on the Water' program.

Carried.

10.6 2015 Transformer Oil Sampling Project

Moved and Seconded,

THAT Council receive this report as information.

Carried.

10.7 2018 & 2019 55+ BC Games Bid

Moved and Seconded,

THAT the District of Summerland provide support to the City of Penticton in their bid to host the 2018 or 2019 55+ BC Games;

AND THAT the District of Summerland support an 'in kind' contribution for the use of Dale Meadows Sports Complex, Summerland Arena Complex/Curling Club and the Summerland Rodeo Grounds.

Carried.

10.8 2014 Annual Report - to set Annual Meeting
Note: 2014 Annual Report to be available at meeting

Moved and Seconded,

THAT Council set the Annual Meeting to consider the 2014 Annual Report for Monday, June 22nd, 2015 and direct staff to advertise the meeting twice in the local newspaper.

Carried.

10.9 Canada 150 Community Infrastructure Program

Moved and Seconded,

THAT staff be directed to submit an application to the Western Economic Diversification Canada: Canada 150 Community Infrastructure Grant program for Arena/Curling Complex Upgrades for a total project cost of \$200,000.

Carried.

10.10 Lease of Municipal Property to Rosa Pagliocchini

Moved and Seconded,

THAT the District of Summerland lease a portion of municipally owned property, legally described as Lot A, Plan 6866, DL 474, ODYD, Lease Portion, containing approximately 1.0 acres as shown on Schedule A, for a term of 5 years.

Carried.

10.11 Sidewalk Installation - New Library

Moved and Seconded,

THAT Council authorize the expenditure of funds (up to \$32,000) required to bring the Subdivision and Development bylaw requirement of 1.5m of brushed concrete sidewalk to match the existing decorative paver sidewalk throughout the downtown core for the new library sidewalk fronting Main Street and Kelly Avenue.

Carried.

10.12 Appointment of Members to various District of Summerland Committee(s) and Commission(s)

The Corporate Officer provided a staff report to Council, advising that appointments to District of Summerland Committee(s) and Commission(s) were made at the in-camera session this morning, and this information was being brought forward to a public meeting.

11. NEW BUSINESS

11.1 Interior Health Authority – Hospital Laundry Workers (Councillor Boot)

Moved and Seconded,

WHEREAS Interior Health Authority (IHA) is considering privatizing laundry services and;

WHEREAS there are 175 in-house hospital laundry workers across the region including seventeen (17) at Penticton Regional Hospital and;

WHEREAS IHA acknowledges that these in-house laundry services are delivered effectively and efficiently by current staff;

THEREFORE BE IT RESOLVED THAT a letter be written to the Minister of Health, Terry Lake, urging him to cancel IHA plans to contract out laundry services and lay off up to seventeen (17) workers at Penticton Regional Hospital.

Carried.

12. COUNCILLOR'S REPORT

Councillor Peake:

- Agur Lake visit
- Cultural Task Force – presentation re Council's strategic plan
- Enjoyed Action Festival

Councillor Holmes:

- Attended the Federation of Canadian Municipalities (FCM) Annual Conference, recently held in Edmonton
- Enjoyed discussion on some main topics, including Federal Election; Civic Engagement and Financing Projects

Councillor Carlson:

- Congratulations to the participants in the Giants Head Run
- Thanks to the Works crew for patching Giants Head Road, just in time for race

Councillor Boot:

- Attended RDOS meeting with Mayor Waterman
- Number of meetings with Dolores Willoughby regarding proposed contracting out laundry services Penticton Regional Hospital
- Attended Action Fest on weekend
- Thanks to Brenda Ingram for her involvement and organization with Action Fest
- Congratulations to Councillor Trainer on her 1st place standing Giants Head run

Councillor Barkwill:

- Local Air Cadets a growing organization (approximately 20 members); developed an association with the Cold Lake Air Cadets

Councillor Trainer:

- Bike to work week; very successful with 55 riders this year
- Thanks to District staff who participated during the Action Fest events; and thanks to the Recreation Manager and all the volunteers

Regular Council Meeting Minutes
June 8th, 2015

13. PUBLIC/MEDIA QUESTION PERIOD

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

Dolores Willoughby (representing laundry workers at Penticton Regional Hospital)
Thanks to Councillor Boot and the rest of councilors that met with me to talk about laundry services being contracted out. It is important to have fresh linen, in house.

Susan McIvor, Penticton Herald

How will staff go about in relation to the delegation request, regarding 'cell tower policy'. Mayor Waterman stated that this matter will be referred to staff to research policies in other municipalities, and will come back to Council at a future date for further direction.

14. ADJOURN

The Regular Council meeting adjourned at 9:35 p.m.

Certified Correct:

Mayor

Corporate Officer

/mf



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: June 22nd, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Maureen Fugeta, Corporate Officer
SUBJECT: 2014 Annual Report – Annual Meeting

RECOMMENDATION:

THAT Council accept the 2014 Annual Report, as previously circulated.

BACKGROUND:

According to Section 98 of the *Community Charter*, each year the District must prepare an annual report and set an Annual Meeting to receive public comment. The purpose of the Annual Report is to provide the public with a copy of the audited financial statements for 2014, a listing of the permissive tax exemption, a report regarding objectives and accomplishments of the previous year and an update regarding municipal services and operations.

The 2014 Annual Report has been available to the public for inspection at District Hall since June 8th, 2015 and also available on the District's website. Advertisements have been placed in the Summerland Review to notify the public, achieving the 14-day notice period as required under the Community Charter.

To date, the District has not received any written comments and/or submissions from the public.

Attachments:

- cover of the 2014 Annual Report
- Summerland Review Ads

Respectfully Submitted,

Maureen Fugeta

Maureen Fugeta
Corporate Officer

Approved for Agenda

CAO – Linda Tynan June 16, 2015



2014 ANNUAL REPORT



DISTRICT OF SUMMERLAND 2014 ANNUAL MUNICIPAL REPORT

At the Regular Meeting of Council on Monday, June 8th, 2015 Summerland Council set the Annual Meeting to consider the District of Summerland's Annual Municipal Report for 2014.

Council will receive submissions and questions from the public at the Regular Council meeting of June 22nd, 2015 at 7:00pm in Council Chambers, Municipal Hall, 13211 Henry Avenue.

The Annual Municipal Report for 2014 is available for public inspection at the Administration office at Municipal Hall or on the front page of our website at www.summerland.ca under Community Updates.

The Annual Report summarizes the year and includes Municipal Goals and Objectives, community facts, departmental reports and financial information.

Summerland Review: June 11th and 18th, 2015.

THE CORPORATION OF THE DISTRICT OF SUMMERLAND
ITEM 9.1 - CORRESPONDENCE – INFORMATIONAL ITEMS
June 22nd, 2015 – Regular Council Meeting

RECOMMENDATION:

THAT the following correspondence be received by Council for information.

ITEMS SUMMARY:

The following items of correspondence and interest have been received since the last meeting of Council.

CORRESPONDENCE

SENDER	SUBJECT	ACTION
1. Brenda Ingram, Recreation Manger	Response regarding West Coast Amusement trucks at Action Festival	Receive for information
2. Residents at Linden Estates	Midway trucks at the Arena Parking Lot	Receive for information
3. Ruth Manning	Cell Tower Policy – coverage needed	Receive for information Add to policy review file
4. Michael Yates	Trout Creek Development Project	Receive for information
5. C. Basran, Mayor of Kelowna	Kelowna's 2014 Annual Report	Receive for information
6. Selina Robinson, Official Opposition	End of Session Update	Receive for information
7. M. Nielsen, Ministry Int'l Trade	New West Partnership Trade Agreement Bid Protest Mechanism	Receive for information
8. Nancy Sheehan	Mosquito problem and rat issue	Receive for information
9. Linda Tynan, CAO	Response to Mr. Callaghan re Rand St. Building Issues	Receive for information
10. Steve Callaghan	Rand Development issues	Receive for information
11. Encorp Pacific (Canada)	2014 Annual Report - Recycling	Receive for information
12. John Gordon	Letter to Summerland RCMP re noisy exhausts	Receive for information
13. R.D.O.S	Newsletter	Receive for information
14. Great Canadian Ride	Cycling Information	Receive for information
15. M. Fugeta, Corporate Officer	Response to Garnet Lake concerns	Receive for information
16. George Lerchs	Garnet Lake concerns	Receive for information
17. Creighton Smith	Request for tree removal	Receive for information Referred to staff
18. Ken Iowen	Tree replacement or reimbursement	Receive for information Referred to staff

OUTSTANDING ITEMS

19. Outstanding Council Resolutions	Receive for information
20. Outstanding Tasks	Receive for information

Note: Unless items listed are dealt with specifically by Council, staff will respond to requests, referrals and issues where appropriate and as outlined by District Policy and as indicated on each item.

AUTHOR:



Karen Jones, Confidential Secretary

REVIEWED BY:



Linda Tynan, Chief Administrative Officer



THE CORPORATION OF THE
DISTRICT OF SUMMERLAND
MEMO

Date: June 16, 2015
To: Linda Tynan, CAO
From: Brenda Ingram, Recreation Manager
Subject: West Coast Amusement Trucks

On Monday June 8, 2015 the transport and accommodation trucks arrived in the early morning hours in the arena parking lot. The vehicles were parked without any direction from Recreation Department staff.

Once staff arrived on Monday morning some vehicles were moved to accommodate parking for the lacrosse users of the facility. Some vehicles moved to Wharton Street to begin set up of the midway.

It was never planned that bunkhouses would be parked in the arena parking lot and the Recreation Department is working with Action Festival Committee to alleviate this situation for 2016.

I have spoken to Lesley Hickl as she was the only phone number on the letter of concerns from neighbouring property owners. I explained that we worked with the RCMP and bylaw during the week they were parked, apologized for the neighbours inconvenience and assured her that there would be a different plan for Action Fest 2016.

2015 SUMMERLAND FESTIVAL.

Congratulations to everyone for your hard work and dedication for making the Festival all come together.

We do have a complaint we would like to air, about the placement of Midway trucks and bunk houses. We live in Linden estates, a row of cedar trees separate us from the Arena parking lot. Our patio and bedrooms are very close to these cedar trees.....Sunday evening May 31 was the beginning of the semi's pulling into the arena parking lot, the 2 bunk houses being the main problem, parking beside the cedar trees. They proceeded to party until 2-3 am, drinking, swearing and smoking dope, (keep in mind the festival started June 5.) This carrying on went on every night, until Friday June 5, when the bunk houses were moved, to behind the Boys and Girls club.

We visited Municipal Hall and wrote a complaint to Bylaw office on Monday June 1 and advise RCMP office of what was going on. Wednesday June 3 bylaw office contacted us, and said it was only for a short while!!!!

Would you like to have this in your back yard for a short while??? We're guessing not! Apparently these arrangements were previously made by the committee and could not be changed, and his hands were tied.

We think this was planned with very little respect for the people that live here, and would hope that if you plan to have a midway next year you locate the entire midway trailers and bunk houses, maybe at the rodeo grounds or in a RV park where they belong.

Did the committee know they would be there for 1 week, and of the offensive language that would be used, and the use of drugs.

Do you know they were dumping into our sewer?

Thank you

John & Lyle Hull -
Elaine + John Balash
Capit Boon
Janet Boon
Frank & Joan Solomon

cc: Mayor's office ✓
Parks Dept
Festival Society

RECEIVED
JUN 08 2015
DISTRICT OF SUMMERLAND

Rev'd:	<i>Elaine Balash</i>
File:	<i>Call</i>
Circulated:	<i>to call Balash</i>
	<i>2 memo</i>
Copy to:	
Action:	<i>8</i>

June 15, 2015

Mayor and Council
Summerland, BC

**RE: Council Seeking Cell-Tower Policy as per Article in the Penticton Herald
of June 10, 2015**

After reading this article, I became very concerned that, should the need arise in the future of Summerland, for better and greater cell phone coverage, the Policy might not ensure adequate and proper expansion. Please bear with me as I reiterate the current needs and/or usage as it stands as this present time.

We have an extensive KVR Trail system, not only through Summerland but it also extends to Princeton. For the tourists and local citizens that use this trail, cell phones are the only way help can be accessed should there be an incident such as an heart attack, or serious accident, etc. occur. A strong cell phone signal is needed to reach some of these areas that could otherwise be out of range.

The local ATV Club had to use the cell phone, in late 2014, to get medical help for one of their own that was seriously injured in a Quad accident. Thankfully they were in an area where there was a strong cell tower frequency and medical help arrived in a timely fashion and the wife of the injured rider was also called and advised of her husband's accident and condition.

Summerland's volunteer organization, Citizens on Patrol, requires complete cell phone coverage for all of Summerland, especially in the outlying areas of the Municipality. Our members that are on weekend patrols have to be able to contact the RCMP immediately when they see an incident taking place, or that has taken place and requires RCMP attendance. The volunteers that do Speed Watch also require a cell phone to connect with the RCMP at all times.

Then we must remember in the time of disaster such as we have witnessed and read about taking place in Cache Creek - cell phones were the only means of Communication for all of their citizens. Their phone lines were gone and cannot be restored "over night". Also, just this past weekend, a community at the Coast only had cell phones for all communication as "copper thieves had stolen copper wires from a telephone line" thus leaving the citizens without any phone service until the line(s) could be replaced and service restored.

Please also consider the emergency personnel and their requirements for proper and adequate cell phone service - the RCMP; the Fire Department; the

RECEIVED
JUN 15 2015
DISTRICT OF SUMMERLAND

Rcvd:	
File:	
Circulated:	
	Council copies p. 6/22
	Jeremy
	advis. for file to review
	include
Copy to:	to policy
Action:	y

Emergency Social Services/Mobile Support Services teams; Ambulance personnel, etc.

I, personally, had to help with a First Aid incident at the KVR station and my cell phone was pressed into service. We could not be running back and forth to a "land line" as we had to be able to immediately answer questions about the patient's condition as dispatch needed on-going information about the patient's vital signs, etc to be relayed to the ambulance personnel responding to the call.

I could go on but I will stop with these thoughts and trust that you will seriously consider all aspects of cell phone requirements and availability in Summerland. There are all of our volunteer groups such as Action Festival; ball tournaments, etc. that need a "mobile" communication device and Cell Phones are the only totally mobile device that is readily available and used on a daily basis.

Thank you for letting me give my input into this issue.

A handwritten signature in cursive script, appearing to read "Ruth Manning".

Ruth Manning
ESS Director/MST Director - retired
Citizens on Patrol member and liaison with ICBC

June 11, 2015

Linda Tynan, CAO
Summerland, BC

RECEIVED
JUN 12 2015
DISTRICT OF SUMMERLAND

Re: Trout Creek Development Project

Dear Linda

I am a 22 year resident at this address in Summerland. I am **not** against development, as it is inevitable and adds to the economy of Summerland, which is high on the agenda of our town's administration. I bought this older property in a once quiet neighbourhood, and over the years have made my own developments, including adding a secondary suite. Improving property within the bylaws and approval of town planners is the right of the homeowner, and best done with respect toward neighbours and within the character of the neighbourhood.

I have seen the changes gradually happening in this rural neighbourhood, usually met with some controversy.

1. Efforts by the community to challenge reduced lot sizes, attempting to maintain minimum $\frac{1}{4}$ acre lot sizes on more than one occasion. However, now $\frac{1}{6}$ acre lots have finally won over.
2. Efforts by developers to put in multi-family homes (duplex-fourplex) at the north end of the community, where there is now a stalled multi-plex development taking place. There was much resistance at the time for a previous proposal.
3. Controversy over the recent Dale Ave development, with some compromises by the developer so that the proposed multi-family homes were re-designed to single family; but the $\frac{1}{6}$ acre lot seems to be prominent.
4. Efforts by some property owners to have the same ALR properties taken out of the reserve over and over. Eventually, history becomes blurred and the properties are on the table again.

Many in the community enjoy Powell Beach. It was much undiscovered until the Province put paid parking into Sunoka Beach (paid parking eventually removed). One of the beautiful spots is the quiet of the point, at the lighthouse beach. Annually I clean up the beach, as it is just out of the travel of the municipal work crews. Outstanding views north and south can be taken in here, with much fresher water than the often stagnant shallows of Powell Beach, which is prone to swimmers itch in the heat of the summer. There is a beautiful bay south of the lighthouse, popular for swimming in the lee of the prevailing north wind, protected by the point.

The Dale Ave development has property lines that butt up against the public part of the point. It would seem inevitable that the new property owners would like to build a dock. I was disappointed to see the pile drivers are placing that dock at the most northern portion of that quiet beach area. No longer will that beach have the pristine view to the south. Why a dock would be allowed to be positioned so aggressively along the edge of the property line seems short sighted by our planners. Of course, the developer has privacy as their ultimate plan, but I was trusting that municipal planners would see some transition from public to private boundaries. The pilings also seem to stretch out so much further than any other dock along the shoreline, not only preventing swimming into the bay, but also any boat approach to the lighthouse beach.

The beach area of the point is in constant transition, as the winds constantly remodel the size and position of the beach. The strong north winds of this morning are a good example of how the lighthouse beach takes on a new shape, this time with all the sand pushed up against the new pilings.

I'm sure that all codes and bylaws are being followed under the eye of your administration. The dock positioning seems to be part of the intrusive nature of this development. Is this really what town planners want to encourage, putting structures prominently out into the lake at beautiful Summerland landmarks, such as the lighthouse point at Powell Beach?


Unfortunately, the horse is well out of the barn in regards to the location of the dock for these new property owners and developers. I hope that as this large development continues, other barriers that surround that development be more considerate to the beachfront and neighbourhood. The riparian zone has always been accessible along that stretch between the lighthouse and Miller St, but that is no longer the case.

Thank you for your interest in maintaining some of the unique qualities of the beachfront in Trout Creek.

Michael Yates
6011 Nixon Rd
Summerland BC

im

cc Ian McIntosh, Director of Development Services
Alex Kondor, assistant planner
Mayor and Council

Rev'd:	
File:	
Circulated:	
	Carol Conroy 6/22
	Winkler
	Kim
	Alex
Copy to:	
Action:	

City of Kelowna



Office of the Mayor

Council Comp. 6/2

June 8, 2015

RECEIVED

JUN 10 2015

DISTRICT OF SUMMERLAND

His Worship Peter Waterman
Mayor, District of Summerland
Box 159
Summerland, BC V0H 1Z0

Dear Sir:

I am pleased to let you know that the City of Kelowna's 2014 Annual Report: We're open is now available. To view the report, visit kelowna.ca/annualreport. If you are unable to access it online, please contact us to request a printed copy at 250-469-8542.

Our Annual Report provides highlights from the year, how the City's activities affect our citizens and a detailed picture of the City's overall financial position. The 2014 report shows how the City of Kelowna is open:

- ▶ Open for business
- ▶ Open for service
- ▶ Open for partnerships
- ▶ Open for excellence
- ▶ Open for opportunity

New to this report, watch five short videos that feature passionate City staff highlighting some great projects and initiatives that took place in 2014 – Our Rutland, Fire prevention programs, John Hindle Drive, Rails with Trails and the landfill gas capture.

This marked the twelfth consecutive year the City has received the Canadian Award for Financial Reporting from the Government Finance Officers Association, representing the highest standards in clear and transparent reporting.

I hope you find the report interesting and maybe even learn something new about the City.

We welcome your comments. Please forward thoughts or suggestions for future annual financial reports to our Communications department by email at seffray@kelowna.ca or call 250-469-8883.

Yours truly,

Colin Basran
MAYOR

City Hall, 1435 Water Street, Kelowna, B.C. V1Y 1J4
Telephone 250-469-8980 Facsimile 250-862-3399

Karen Jones

From: Selina Robinson <Selina.Robinson.MLA@leg.bc.ca>
Sent: June 3, 2015 11:32 AM
To: Karen Jones
Subject: End of session update from the Official Opposition

End of Session Update from the Official Opposition spokesperson on local government

Spring 2015

This spring kept the Official Opposition pretty busy. My colleagues and I asked over 780 questions in Question Period and thousands more questions during the Estimates process. The local government file has been particularly busy. I spoke about your hard work in the legislature last week. You can watch it here: <http://bit.ly/1JqBYoV>.

And here's a taste of what else I have been doing as the Opposition Spokesperson for Local Government.

Auditor General for Local Government (AGLG)

This session we asked how it was acceptable that the Premier's pet project, the AGLG, could cost taxpayers \$5.2 million over two years, only to produce one report. You can watch it here: <http://bit.ly/1RJ9MH>.

Minister Coralee Oakes defended the AGLG and responded saying that 'all was well', the office was working hard to meet targets (18 reports each year), but the AGLG as a new office realized that local governments were a bit more complicated than she first thought and that the long delayed reports would be coming shortly. Within days it became clear that the office of the AGLG was in complete disarray; the staff were out of their depth, there was no understanding of how local governments operate and the AGLG oversight body, the Audit Council, hand-picked by government, was not able to resolve the human resources issues plaguing the AGLG and her staff over the previous months. In fact, the government had been brought in to do a Human Resources Review of the office indicating that the minister and the premier knew that the office was in shambles and had become a complete waste of taxpayer money. Some weeks after the Official Opposition revealed this disaster, the minister and premier, through the Audit Council, asked for an independent review of the office of the AGLG. The AGLG refused to participate in the review reiterating the minister's words that the AGLG's office was 'independent' of government. The following week, the Audit Council, via the premier and the minister, fired the AGLG.

Since that time, the office of the AGLG has been spearheaded by an interim AGLG and a review of the office has been undertaken by Chris Trumpy, a seasoned provincial bureaucrat. The minister committed to consulting with the UBCM during this external review; however, we learned at the beginning of May that the review was completed but the UBCM had not been consulted as promised. We are currently waiting for the report to be made public. This is just another example of this government's lack of respect for local government.

Area Association Meetings

This year I managed to attend all five area association meetings. It was my pleasure to be able to address delegates at the North-Central and Southern Interior conventions in Prince George and Kamloops respectively. The leader of the Opposition, John Horgan, was pleased to speak to

delegates at the Vancouver Island and Lower Mainland conventions in Courtenay and Harrison Hot Springs.

My congratulations to all the executive members who worked hard to identify sponsors, find venues, invite speakers, review resolutions, prepare materials and coordinate these conferences. Your hard work and leadership paid off. I have been tracking your resolutions and looking for patterns – clearly the two biggest challenges for local governments across this province are maintaining, replacing and building infrastructure and managing offloads from provincial and federal governments. My New Democrat colleagues and I see the impact these off loads are having in your community and we have raised these issues in the Legislature on a number of occasions – here we are asking the BC Liberals about their lack of response to address mental health concerns and the impacts on policing, a local government responsibility: <http://bit.ly/1MlzDvh>.

UBCM

The UBCM is scheduled for September 21-25 in Vancouver. I, along with my caucus colleagues, look forward to seeing you there. Remember, we are available for meetings at the UBCM. If there is an issue that you think we ought to know about, don't hesitate to bring it to our attention. We can work with you to engage the minister and support you in your efforts to bring about change and opportunity to your community. You can book an appointment to see any of my colleagues during the UBCM by emailing elena.banfield@leg.bc.ca. We also host a breakfast the Friday morning of the UBCM – please join us.

Have a great summer. I hope to see you at the UBCM. In the meantime, if you need to reach me it's best by email: Selina.robinson.mla@leg.bc.ca or 604.933.2001.

All the best,
Selina Robinson



If you would no longer like to receive emails from me regarding local government, please [click here](#)

Karen Jones

Subject: FW: New West Partnership Trade Agreement Bid Protest Mechanism

From: Nielsen, Michael L MIT:EX
Sent: June 10, 2015 3:28 PM
Subject: New West Partnership Trade Agreement Bid Protest Mechanism

Dear Sir/Madam,

I am writing to inform you of a new formal complaint process for public procurements which has been introduced into the New West Partnership Trade Agreement (NWPTA).

Signed in 2010 by British Columbia, Alberta and Saskatchewan, the NWPTA creates a single economic market that now encompasses a combined population of over nine million people and has a Gross Domestic Product of more than \$600 billion annually. The NWPTA reduced barriers to trade and streamlined government regulations across the three provinces in order to increase competitiveness, economic growth and stability within the region.

A key element of the NWPTA is government procurement. The NWPTA requires all government entities, including municipal organizations, to conduct their procurements in an open, transparent, and non-discriminatory manner. This helps ensure a fair and level playing field for B.C. suppliers seeking opportunities outside of the province and a competitive market for public sector procurement within B.C.

The three New West Partnership governments have taken another step to reduce interprovincial trade barriers by creating a timely, straightforward, and impartial process for resolving complaints related to government procurement. The process will apply to all provincial entities covered by the NWPTA (i.e., ministries, government agencies, Crown corporations, municipalities, publicly funded academic organizations, school boards and health and social service authorities).

The new procurement complaint process, or "bid protest mechanism", will support the resolution of a supplier's complaint that a specific public procurement was not conducted in a fair, open, and transparent manner, as required by the NWPTA. The process deals with complaints about specific procurements in a streamlined and impartial manner. It engages the supplier, the procuring entity and, if necessary, an independent arbiter. The process will result in a definitive decision.

The bid protest mechanism comes into effect on July 1, 2015. Trade Policy and Negotiations officials at the Ministry of International Trade are available to answer any questions you may have and will provide information sessions as requested. There are also resources for procuring entities on the NWP website (<http://www.newwestpartnershiptrade.ca>) including an overview of the process (http://www.newwestpartnershiptrade.ca/bid_protest_mechanism.asp), FAQs (http://www.newwestpartnershiptrade.ca/bid_protest_mechanism_FAQs.asp) and the *Guidelines to the Procurement Obligations of Domestic and International Trade Agreements* (<http://www.newwestpartnershiptrade.ca/pdf/13-08->

21 Procurement Guidelines final%20for%20distribution.pdf). The Guidelines in particular are a good resource to help minimize the potential for supplier complaints.

For further information regarding the NWPTA bid protest mechanism or trade agreements in general, please do not hesitate to contact me.

Sincerely,

Mike Nielsen LLB
Senior Manager, Internal Trade Policy
Trade Policy and Negotiations Branch
Ministry of International Trade
250-953-4632

Karen Jones

Subject: FW: Summerland Contact Us submission

From: info@summerland.ca [mailto:info@summerland.ca]

Sent: June 15, 2015 4:08 PM

To: Council

Subject: Summerland Contact Us submission

Name: Nancy Sheehan

Email:

Phone:

Address: 13040 Steven Ave.

City: Summerland

Postal Code: V0H 1Z0

**Contact Me
by:** ☒ Email

Department: Council

Comments: Just want to say thank you for what you have done for this city so far. I would like to know if anything has been or will be done about the mosquito problem this year. As you are well aware, mosquitos are great transmitters of disease. Also, there appears to be a rat problem in our town. Another transmitter of disease. What is being done about this problem? It is my understanding that they have been seen running across Main Street during the day. Also I read that a pest control agency operating in the South Okanagan used to catch one or two rats a year- the numbers are now up in the hundreds! Thank you, in advance, for your attention to these matters. I look forward to hearing back. Sincerely,
Nancy Sheehan



Administration Department
13211 Henry Ave. Box 159, Summerland, BC V0H 1Z0
Phone: 250-494-6451 Fax: 250-494-1415
www.summerland.ca

June 12, 2015

Dear Mr. Callaghan,

I have reviewed the concerns raised in your letter and which we discussed when we met in person on June 3rd. Although there is nothing that can be done to change the sequence of events as they happened, you can be assured that your comments have been discussed with staff and where possible, changes to our processes have been made to improve our service level. I have addressed your individual comments and queries below.

Rezoning Process

Although I understand your frustration in regards to the delay in review of your rezoning application due to the election, this was a matter beyond our control. Staff does not generally know whether a particular council is going to decide to stop the review of land use applications prior to a local election and therefore has no way of providing that information to the applicant. With the significant change in council as a result of the election, a further delay was experienced as they were introduced to their roles and responsibilities. I do understand that the application was considered shortly after their orientation. As you are aware, in all cases, even if a rezoning application appears to be straightforward – there is no guarantee what the end result will be until fully reviewed by council through the legislated process required for rezoning.

Demolition Process

I have discussed your concerns about communication with the finance department. Steps have been taken to ensure that calls are not missed when individuals are away on leave. The office strives to ensure that all messages left are returned by the end of the next day.

It is acknowledged that there was confusion regarding the process for utility disconnections when demolition is planned. We will be implementing changes to our procedures to ensure the process is smoother and can occur when notified the building will be demolished rather than having to wait for the permit.

Subdivision Approval – Road Dedication

I understand that you are very concerned about the road dedication required on this property. I have confirmed that the particular road dedication requested for subdivision approval is a requirement of our Subdivision bylaw and that there is no opportunity for either me or Mr. McIntosh to modify these requirements. As Mr. McIntosh has explained to you previously, you do have an option to make application to council for a *Development Variance Permit to the Subdivision Bylaw*. If you make this

application, council will consider the points you raise regarding the commercial side of Rand Street being a more viable choice for sidewalks, growth and parking when reviewing the application. The process for a Development Variance permit is determined by provincial legislation and I understand that Mr. McIntosh has explained the process to you. Neither staff nor council has the authority to waive these requirements other than through a Development Variance permit (DVP) procedure.

You have inquired why the bylaw, Local Government Act (LGA) and the District's road dedication all have different wording. The LGA allows Approving Officers to take up to 20m for roads within a subdivision and the lesser of 10m or the difference between the current width and 20m. Our Subdivision and Development bylaw notes right of way widths for our roads which are generally 16 meters except for collector roads which are 20m. Therefore, although the LGA allows for up to 20m on all roads, our non-collector roads require less.

As a developer, you are likely aware that road dedication is a tool that local governments have to acquire road upon densification through subdivision so that the taxpayers do not have to buy land for roads that allows for further development. In response to your query why the house built next to your Rand Street property in 2006 did not require a road dedication – it is not possible to get road dedication as a condition of building permit but is a normal requirement during subdivision.

Although we are limited in authority to making changes to requirements without a DVP, we also do recognize the importance of ensuring that we have up to date bylaws that reflect the objectives of the District's Official Community Plan. It is our expectation that we will conduct a full review of our subdivision bylaw and input from developers will be critical.

Subdivision Approval – Building Envelope

Summerland council recognized that there were some unintended limitations caused by specific sections of the zoning bylaw. They made an amendment to the bylaw to increase the lot coverage to 40% (from 30%) without requiring a rezoning application from you. An effort was made to make this change in a timely manner. Council is committed to continuing to review our processes, policies and bylaws and to make changes where it makes sense.

Cancellation of Utility Services

As explained to you when we met, a credit was made to your March utility bill to reflect the charges that should not have occurred in January and February. I understand that you did not have that bill when we met so hopefully that has now been resolved. In addition, after discussing your issues with the Director of Finance, we have agreed to credit your account with an additional \$76.19 which effectively reverses all electricity charges you received after the water was shut off (in recognition that electricity could have been shut off at that time as well had you been aware). In addition, if the approval on the demolition permit had occurred one month earlier, you would have saved \$9.99 and therefore, this amount has been credited and is included in the \$76.19.

An additional credit will be made to your Adams Street property.

Request for meeting

When we met in person, you indicated that you were not satisfied with the service you received from every one of the finance and development services staff member that you dealt with. We take effort to provide excellent service and although I have only been CAO in the District of Summerland for a short time, I have been observing staff interactions with the public and have noted that generally our staff provides very good customer service and they try find solutions when obstacles arise. I am very sorry if your own situation has not been positive and as I mentioned earlier in the letter, we will review our procedures and make changes where possible to improve our service further.

Development Services staff take time to meet with potential developers prior to projects starting to provide as much information as possible. I have discussed your concerns with all of the development staff so that we can determine where improvements to service can be made. However, subdivision applications are generally complex and it is best practice to receive a formal application before discussing the specific details of the requirements with the applicants since they can vary depending on the specifics of the application.

Subsequent to our meeting, you have sent two further emails with queries about servicing charges and administration fees on the quotes for electrical and sewer. I do not have a response on this yet – it is taking longer to respond to your inquiries than it typically would take as I am not yet familiar with all of our bylaws and procedures and it is important that I fully understand before providing a response to you. I will respond to those inquiries under separate cover.

In conclusion, I recognize that I have been unable to address all of your concerns in the manner which you hope – especially that related to the road dedication. The procedures for a development variance permit application outlined to you by development services still remain an option for you.

When we met in person, we discussed the possibility of having some ongoing conversation to address shortfalls that you or other developers may see in the District bylaws and policies. I believe that this discussion would be a valuable and I certainly commit to listening to input/feedback and making recommendations to council for potential amendments to our land use development bylaws when beneficial to all.

Regards,



Linda Tynan
Chief Administrative Officer

cc Council

RECEIVED

MAY 25 2015

District of Summerland

Steven Callaghan (Owner)
SWC General Contracting
13105 Dale Meadows Road
Summerland, BC V0H 1Z8

May 26, 2015

Dear Mayor and Council:

I am the owner of SWC General Contracting and moved to Summerland in April of last year with my family. We chose Summerland as our new community as we believed that it would be a great place to raise our two children, ages 7 and 12 -- it offered all the amenities we were looking for (all levels of schools, a pool, arena, playing fields, recreational opportunities, etc). We loved the idea of living in a small town and all it had to offer. Being that I am a general contractor, we also looked at business prospects and based on what we learned about the town, believed that this was a community that would welcome growth -- both residential and commercial -- but at the same time look to preserve its ALR history.

That being said, I saw Summerland as place of opportunity for development, in particular, in-filling in the downtown area so began looking for development properties. I viewed the property at 10120 Rand Street on October 12, 2014. After visiting the Building Department on several occasions for information and guidance in regard to my development plans (rezoning and subdivision), I purchased the property on October 15, 2014. As mentioned, I was very clear about what my business plans were for this property (and any future properties I purchased) to everyone involved in the processes at City Hall -- it was to buy land, demolish the existing house, rezone (if necessary) and subdivide the land and in-fill with new lots and build.

There are several issues with the entire approval process that have resulted in untimely delays and additional costs to me. They are as follows:

1. Rezoning Process

In regard to the Rand Street property, I was advised that it would be a straight forward switch from RSD1 to RSD1(i) as it meets all the criteria for the change in zoning despite the fact that it was the first rezoning application involving RSD1(i) to be submitted for approval. I was also advised that if I submitted my rezoning application by October 17, 2014, it would be submitted to Council prior to the election and most likely receive 1st and 2nd readings. Based on the information I was given last Fall, I moved ahead with the rezoning application and fully expected to be well into building by this stage.

However, this is not the case. Shortly after submitting my application, I was advised that the old Council did not want any new business and I would have to wait until the New Year to have my rezoning application reviewed by the new Council -- a delay of more than 3 months resulted.

2. Demolition Process

I was also told last Fall that the utilities on Rand Street would be disconnected once I submitted my demolition permit which would only be valid for one month. Based on that information, I believed that

this was the only process for permanent disconnection of services. I also inquired at both service counters at City Hall (Building and Finance) about cancelling the garbage and recycling pick up at the vacant house being that no one was living there. However, I continued to be billed for garbage, recycling, water and electricity at the property until recently.

Due to the sudden drop in temperature in November, I became concerned about the water pipes freezing and breaking due to the fact that the house was empty and the water was not being used. I left several messages to request that the water be turned off (on an emergency basis) on Rand Street before the cold snap froze the pipes but with no response.

When I called City Hall regarding the water pipes, I was put through to Lucy on more than one occasion only to find out at a later date that she had been away for the week and was not receiving my messages. After expressing my concerns about not wanting to wait for the paperwork process for water shut offs through the Public Works Department (time was of the essence), Gary from Bylaw attended and turned off the water for me. I paid the \$44.00 disconnection fee but continued to be fully billed for water for several months after it was disconnected.

3. Subdivision Approval - Road Dedication

During my initial visits to City Hall regarding development of Rand Street, I was not advised at any point about the possibility of a requirement for road dedication. The first time I was advised of it was on December 12th after submitting the application for subdivision. I was informed that the road dedication was not set in stone and will work itself out. However, I was also advised that the Approving Officer and Mayor and Council would stand strong on this requirement. As it stands, I am being required to give road dedication on both Victoria Street and on Rand Street amounting to approximately 18% of the total property (2014 BC Assessment land value of \$30,600).

4. Subdivision Approval – Building Envelope

After a relatively uneventful, though much delayed, rezoning process, the subdivision approval is being held up by the 30% building envelope that is required on RSD1(i) lots. If 18% of my land is taken for road allowance, it makes the square footage of the houses on the reduced lot sizes too small to be lucrative. I then purposed and waited approval from Council to increase the building envelope to 40%; thus allowing proper options for builders to help the infill process. Yet another timely delay.

5. Cancellation of Utility Services

On April 14, 2015 I was informed through Ms. Belyk, after the April 1, 2015 fee increases came into effect, that the utilities for this property as well as those for my other development property on Adams Street (which is vacant) could have been disconnected at any time not just at the time of demolition as I had been led to believe. All services for both properties were subsequently cancelled that day. However, as a result of the miscommunication, I have paid unnecessary utility costs on both properties.

6. Request for Meeting

I would like to meet with you to discuss these issues in more detail and what steps can be taken to ensure a smoother process for not only myself but other developers in Summerland.

I also wish to discuss reimbursement for utility fees I have paid for electric, water, sewer, garbage and recycling as well as reimbursement for the difference in utility charges I have paid (from quote to flat rate) had I been able to submit my application for subdivision before the April 1st fee increases took place.

In addition, I wish to discuss the reasoning behind why the District is requiring road dedication on both sides of the Rand Street property even though the District's GIS mapping system and OCP state that Rand Street is "not part of the major road network". I would like to know why the house built next to the Rand street property in 2006 did not require a road dedication on Rand Street, yet I do. The commercial side of Rand Street is a much more viable choice for sidewalks, growth and parking than is the residential side. Finally, I would like to know why the bylaw, local government act and the District's road dedication all have different wording about amounts required by the Approving Officer.

Finally, if the District proceeds with requiring 18% of my land for road dedication for the Rand Street development, then I wish to be reimbursed for its 2014 BC Assessment value of \$30,600.

In conclusion, all of the above issues, notwithstanding the delays due to the election, delays due to a non-quorum meeting, the lack of information I was given and perhaps my failure to ask all the 'right' questions, have taken away from the limited potential of profit on this project. If I had been informed about some of the potential delays I might face and, in particular, the potential for road dedication requirements during my many discussions with staff in the Planning and Development Department, I would have seriously reconsidered my purchase and cost percentages.

As a new business in Summerland and one that wants to continue being involved in local projects in the District, I feel the need to discuss these issues at greater length so that a more streamlined process can be developed and a mutually respected business partnership can be formed.

I look forward to meeting with you, without delay, to discuss the above and appreciate you time and consideration of my concerns.

Yours Truly,

Steven Callaghan
SWC General Contacting

cc Linda Tynan, Chief Administrative Officer

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Karen Jones

From: Sharon Boyce <sboyce@returnit.ca>
Sent: June 8, 2015 1:19 PM
To: Sharon Boyce
Subject: Encorp - 2014 Annual Report

Good afternoon:

Encorp Pacific (Canada), is the not-for-profit stewardship agency appointed to fulfill the requirements of the Recycling Regulation, Schedule 1, Beverage Container Product Category (BC Reg.449/2004). The Encorp Stewardship Plan covers all ready-to-drink beverage containers sold in British Columbia including soft drinks, juice, water, wine, coolers, spirits and non-refillable beer bottles.

Please click on this link to view Encorp Pacific (Canada's) complete 2014 annual report
..... www.returnit.ca/ar2014

We are pleased to highlight the accomplishments listed below. More importantly, for the last 20 years we have met and exceeded the regulatory requirements, not only do we operate under a newly approved 5 year stewardship plan (2014- 2018) Encorp is highly regarded as a leader in EPR in British Columbia.

Highlights of Encorp Pacific's 2014 annual report:

Recovery Rate

- Regulated requirement 75%
- Actual Recovery Rate 79.1%

Public Education Materials and Strategies

- A multi-million dollar, year-round, province wide, multi-pronged consumer awareness campaign with strategic action plans and activities resulted in net consumer awareness level of 99%

Collection System and Facilities

- Encorp's collection network consists of 173 Return-It™ Depots
- Two new depots were opened during 2014

Consumer Access

- 99.4% of BC's population have access to a beverage container return facility or retailer based on drive times in the SABC accessibility standard. This is 2.4% over the target of 97%

Production Environmental Impact, Reduction, Reusability and Recyclability

- Encorp's activities in 2014 contributed to the reduction of about 100.9 thousand tonnes of CO2 equivalent being released into the atmosphere, comparing to 100.8 thousand tonnes of 2013 restated numbers using WARM version 13.

If you require additional information, please feel free to contact us.

Thank-you

Sharon E. Boyce
Executive Assistant

June 11, 2015

The Summerland Detachment RCMP
(but please share, discuss, and mount a campaign with other Okanagan detachments)

Dear Sirs,

Crackdown on speeding a start, now how about a crackdown on noisy exhausts?

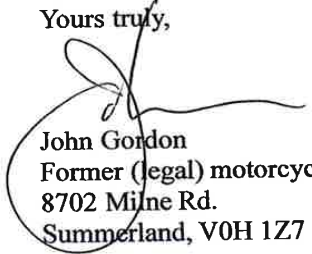
Having recently spent some early unseasonably warm weather weekends attempting to enjoy some of the Okanagan's facilities that will soon be jammed with vacationers, I have something to report – it's **LOUD** out there.

From Kelowna's Hot Sands, to Peachland's waterfront park, Summerland's Sun-oka, Penticton's Okanagan and Skaha beaches and everywhere in-between, hardly a daytime minute passes without the interruption of the noisy blast of the passing of an inadequately muffled vehicle, motorcycles in particular.

While it may be argued that noise won't kill and speed may, I suggest that the lack of the ability of the aforementioned vacationer (and residents) to "unwind" during a vacation could very well have negative results for an entire family. Furthermore, it is unacceptable that one group of people - those who unlawfully operate an inadequately muffled vehicle – are permitted to create noise that has the potential to affect the enjoyment of the environment by another group. In a residential situation civil trespass laws could be relied upon, but in this situation it becomes an enforcement issue.

A brief look at B.C.'s motor vehicle legislation indicates that unbaffled exhaust pipes and operation of a vehicle in a manner that produces excessive noise are prohibited. Highway 97 offers many opportunities to mount a crackdown on those who operate their motor vehicle in this prohibited manner. I write to encourage the RCMP to take the initiative to make our Okanagan a place where this kind of unlawful behavior is not accepted, protecting the best interests of our many summer visitors and residents alike.

Yours truly,


John Gordon
Former (legal) motorcycle rider and concerned resident of the Okanagan
8702 Milne Rd.
Summerland, V0H 1Z7

CC:
Mayor Colin Basran and Council, City of Kelowna
Mayor Doug Findlater and Council, District of West Kelowna
Mayor Cindy Fortin and Council, District of Peachland
Mayor Peter Waterman & Council, District of Summerland
Mayor Andrew Jakubeit and Council, City of Penticton

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JUN 11 2015
KINGSTON POLICE

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REGIONAL CONNECTIONS

Regional District of Okanagan-Similkameen May 2015 Newsletter

Volume 3 Issue 4



RDOS WINS BIKE TO WORK WEEK PARTICIPATION CHALLENGE AGAINST CITY OF PENTICTON

The 7th annual Bike to Work Week (BTWW) event occurred May 25 – 31. There were many Penticton employers, participants and first time riders enjoying the challenge. Hundreds attended the morning Celebration Stations where the Regional District of Okanagan-Similkameen (RDOS) used the opportunity to introduce their South Okanagan Similkameen Cycling Guide.

For the 7th year in a row, the RDOS engaged in a friendly competition with the employees at the City of Penticton (COP). The Mayor of the City accepted the RDOS challenge at their Council meeting on May 19. The RDOS team came out to participate in droves, and while the City tried hard, the RDOS employees proved once again that they're simply the best at the BTWW participation challenge! Over the course of Bike to Work Week, the RDOS averaged 34.78% participation with a high of 39.13% of all employees on Wednesday. One RDOS employee was so dedicated that he road

52 kilometers round trip each day of BTWW!

"The competition was fierce between the RDOS and COP," said Bike to Work Week Coordinator, Karina Chambers. "I saw RDOS riders each day at the stations energetically riding to work. I was impressed by the number of RDOS workers who registered, 38 in total, which was the largest workplace team in all of Penticton. The RDOS came in 3rd for overall km for an organization at 707km. I think both teams are winners in their own right. The RDOS has a lot to be proud of this year and I loved their enthusiasm and team spirit. Thanks for participating and supporting BTWW. The event is made possible each year as a result of the RDOS' continued sponsorship."

The Regional District wants to congratulate all those employers who entered teams and encouraged their employees to "get active" during Bike to Work Week.

www.rdos.bc.ca



REGIONAL DISTRICT APPLAUDS RBC GRANT FUNDING

2015/2016 RBC Blue Water Project donates \$100,000 to the Regional District of Okanagan-Similkameen for the Okanagan Aquatic Invasive Species Prevention Program.

The Regional District of Okanagan-Similkameen is pleased to announce that their RBC Blue Water Project Leadership Grant application has received financial support from the Royal Bank of Canada (RBC).

The RBC has confirmed that this year \$100,000 in grant funding will be made available to the Regional District in support of the Okanagan Aquatic Invasive Species Prevention Program which will address Quagga and Zebra Mussels. Local RBC branch managers presented the cheque to Mark Pendergraft-RDOS Chair on Thursday, May 21 at the Regional District offices. They were joined by valued partners in the program, Dr. Anna Warwick Sears- Executive Director of the Okanagan Basin Water Board, Lisa Scott-Program Manager of the Okanagan and Similkameen Invasive Species Society, Sgt. Jim Beck-BC Conservation Officer Service and RDOS representatives.

"We're very excited to see the RBC support such an important prevention program," said RDOS Engineering Technologist Candace Pilling. "The Regional District and partner agencies are committed to helping protect Okanagan Lakes and waterways from invasive aquatics species like Quagga and Zebra Mussels and welcome the RBC as a partner."

The introduction and invasion of Quagga and Zebra mussels to bodies of water in the United States, and in eastern Canada has been devastating and costly. As these mussels reproduce they degrade aquatic ecosystems to the point of collapse; cover infrastructure hampering a water purveyor's ability to supply water to residents; infest beaches effecting tourism and community enjoyment; and cause a timely and costly imposition to boaters and recreational users by coating boats, propellers and foul bilges with layers of mussels and their carcasses.

The following video on Quagga/Zebra mussels specifically addresses the impact on the Okanagan should these invaders find their way here.

<https://vimeo.com/125057151>



Board of Directors

MARK PENDERGRAFT
RDOS Chair
Area "A" - Osoyoos Rural

GEORGE BUSH
Area "B" - Cawston

TERRY SCHAFER
Area "C" - Oliver Rural

THOMAS SIDDON
Area "D" - Kaleden/Okanagan Falls

KARLA KOZAKEVICH
Area "E" - Naramata

MICHAEL BRYDON
OSRHD Chair
Area "F" - Okanagan Lake West/
West Bench

ELEF CHRISTENSEN
Area "G" - Keremeos Rural/
Hedley

BOB COYNE
Area "H" - Princeton Rural

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TONI BOOT
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RON HOVANES
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SUZAN MCKORTOFF
Town of Osoyoos

FRANK ARMITAGE
Town of Princeton

MANFRED BAUER
Village of Keremeos

Nuisance Mosquito Control Program in the South Okanagan and Similkameen

RDOS Helps Reduce the Mosquito Population

Since 1974, the Regional District of Okanagan-Similkameen (RDOS) Nuisance Mosquito Control Program begins in mid-May and continues into late August. Each week, the RDOS Mosquito Control Crew tests standing water at identified sites for the presence of mosquito larvae. If the site requires treatment, a granular bacterial larvicide is applied to the water. This natural bacteria kills mosquito and biting black fly at their larval stage but does not kill adult mosquitoes. The product has been found to not harm any other insects, amphibians, reptiles, fish, birds or mammals.

If you reside in the RDOS Electoral Areas or municipalities listed below, and have areas of standing water bodies too large to drain on your own, call:

The RDOS Mosquito Control Program: 1-877-610-3737 x 4142 or 250-490-4142

Program coverage:
Electoral Areas: "A", "B", "C", "D", "F", "G", and "H" as well as the City of Penticton, District of Summerland, and Towns of Oliver and Osoyoos.

WILLOWBROOK FIRE HALL TO BE ENERGY EFFICIENT

Willowbrook Fire Hall is receiving \$13,000 to complete energy efficiency measures which were outlined in the Energy Efficiency Strategic Plan and Framework Final Report commissioned by the Regional District of Okanagan-Similkameen (RDOS).



The \$13,000 expenditure will be coming from the Electoral Area "C" Community Works (Gas Tax) Reserve Fund. As part of the New Building Canada Plan, the renewable federal Gas Tax Fund provides predictable, long-term, stable funding for Canadian local governments to them building grand revitalize local, public infrastructure.

Electoral Area "C" Director, Terry Schafer stated "I can't take credit for funds committed by my predecessor, but it's my pleasure to make this gas tax grant of \$13,000 available for the Willowbrook Fire Department. I can't think of a more deserving organization who have gone so far above and beyond in finding ways to make do through ingenuity, volunteerism, leveraging and, (quite admirably) scrounging."

The Willowbrook Fire Hall will be replacing a bay door and installing weather stripping. More

energy efficient lighting will be installed. Insulation and seals to attic hatches will be installed, and the vehicle bay will get improved insulation. Windows will be upgraded and existing heaters will be replaced, as well as many other energy efficiency upgrades.

"The Willowbrook Volunteer Fire Department wishes to thank the community and the RDOS Board of Directors for this funding. The money will go to improving overall community safety and the 'ready

time' of the department. The deployment skirt around the hall will finally be covered in black top, allowing for quicker emergency departures, cleaner maintenance of FD apparatus, and a safer environment for all members of the WVFD. The funding is greatly appreciated", said Lionel Trudel of the Willowbrook Fire Department.

Taking steps to be more energy efficient is about using less energy to do the things we need. Energy efficiency is a key tool in the fight against climate change and it can reduce greenhouse gas emissions from fossil fuels, and lowers energy bills. The Regional District strives to be an effective, fiscally responsible organization and to develop an environmentally sustainable community.

For further information, please contact the Dale Kronebusch, Emergency Services Supervisor, at (250) 492-0237 or dkronebusch@rdos.bc.ca.

RDOS BOARD MEETING HIGHLIGHTS

Selected highlights from the regular meetings of the Board of Directors of the Regional District of Okanagan-Similkameen held May 7 and May 19.

The Board of Directors endorsed the Communication Towers / Antenna systems Approval Process and Location and Design Guidelines Policy. The policy provides recommendations to establish RDOS preferences for public consultation in the Antenna System approval process as well as Location and Design Guidelines.

The Board of Directors adopted Bylaw No. 2702 -Oliver Parks and Recreation Society Services Capital Reserve Establishment Bylaw in order to establish a capital

reserve for all services provided by the Oliver Parks and Recreation Society.

The Board of Directors adopted Bylaw No. 2685, Okanagan Falls and District Parkland Acquisition Loan Authorization Bylaw which provides for long-term borrowing of up to \$ 950,000 for the purchase of parkland to serve the Okanagan Falls Recreation Service Area.

The Board of Directors accepted the offer of parkland dedication in

Coalmont pending the results of an environmental audit. The parcel in question is in the townsite of Coalmont within Electoral Area "H", and may be very suitable for a community park.

Electoral Area "D" Director, Tom Siddon presented a petition regarding Smart Meters that he received containing 234 names. The Board of Directors passed a resolution calling for a moratorium on "Smart" Meter Installation in the RDOS Electoral Area "D".

Get to know your Regional District of Okanagan-Similkameen Directors George Bush, RDOS Director, Electoral Area "B" - Cawston



I was born in the old Penticton Hospital and raised in Cawston and have lived here for most of my life. After graduating at the Keremeos High School, I farmed with my brothers as Bush Bros. Farms. For over twenty years we grew fruit and vegetables, fed cattle, and operated

a roadside market. During this time, for about 8 years I was President of the BC Interior Vegetable Growers Association, a director on the Fruitstand Association, a director on the Chamber of Commerce and also spent a couple of years on an Agricultural Advisory Panel for the Provincial Government representing the Interior vegetable growers. During the recession in the nineteen eighties I also started working for the school district for which after 22 years I recently retired from. During this time I spent 8 years as President of the CUPE school employees Union for the Okanagan-Similkameen School District.

Some of my educational background after high school includes a two year Vocation Training Program in Agriculture, a Local Assistant to the Fire Commissioner Orientation

Course, Union Courses in Labor Law/Arbitration, Union Counselling, Media Relations, Parliamentary Procedures and Public Speaking. I have enjoyed being very active in the community. I have been a member of the Cattlemen's Association, the Fruit Growers Association, the Sportsmen's Association, and the Cawston Hall Society. I served 10 years on the Keremeos Volunteer Fire Department, with being two years as Treasurer, two years as Fire Chief, and Local Assistant to the Fire Commissioner. Presently I am Chairman of the Cawston Irrigation District and my eldest son and I farm 100 acres of hay land.

Our family has lived here for over ninety years and I now have 4 children that live here and I care about the future of our community and the Similkameen Valley.

www.rdos.bc.ca



council correspondence - b1m

2015 Edition

Unique Cyclist Relay in Canada

With High School Grade Students

40 bikes – 35 schools – 33 days on the road

200 cyclists – 3,315 km cycling

British Columbia

Alberta

Saskatchewan

Manitoba

Iles de la Madeleine

Ontario

Quebec

Nunavik

New Brunswick

From Chicoutimi, QC
May 19th
To Vancouver, BC
June 20th

www.thegreatcanadianride.ca



With the participation of

Jean-Luc Brassard

Olympic Medalist

Joé Juneau

Olympic Medalist,

Former NHL player

Trevor Linden

Vancouver Canucks President,

Former NHL player

The Great Canadian Ride



3550 Wellington St, Port Coquitlam, BC, V3B 3Y5

tel 604.552.7915 - fax 604.552.7916

website www.thegreatcanadianride.ca - e-mail lgt@csf.bc.ca



VOYAGES À CIEL OUVERT





Our mission	Our values
<p>The mission of The Great Canadian Ride is to encourage the population to adopt a healthy lifestyle, in line with the major goal of its Quebec partner: <i>Le Grand défi Pierre Lavoie</i>.</p> <p>To achieve this goal, The Great Canadian Ride has joined forces with a large number of educational institutions across Canada, to help young people make healthy choices and adopt an active lifestyle.</p> <p>The Great Canadian Ride is focussed on promoting physical activity and healthy eating habits.</p> <p>The Great Canadian Ride is presenting its message to its young audience and also to their parents. Doing so, we raise awareness on the importance of instilling healthy lifestyle habits in children. Parents contribute by understanding the importance and setting a good example.</p> <p>The Great Canadian Ride was created in 2013, as the logical outcome of a four-year partnership with <i>Le Grand défi Pierre Lavoie</i>. The Great Canadian Ride wanted to share the success of this major initiative in Quebec with the rest of Canada and launch new healthy living challenges. The British Columbia Francophone School District was the first public education institution outside of Quebec to have taken up the challenge and adopted the message of the <i>Grand Défi Pierre Lavoie</i>.</p>	<p>Respect The ideas, distinct character and personal contribution of each individual are listened to and taken into consideration. Although the The Great Canadian Ride encourages all young people to adopt healthy lifestyle habits, it recognizes that different people or groups may have different ways of moving towards a healthy lifestyle. The Great Canadian Ride adapts its goals to individuals needs</p> <p>As the The Great Canadian Ride develops new relationships with its partners, we make sure that each individual feels welcome and part of the team. Everybody's contribution and participation is essential.</p> <p>Creativity and taking action The Great Canadian Ride launched its first event in 2013. It was cross Canada cycling relay with high school students from across the country. People who initiated this unique project firmly believed that action was more powerful than words when it comes to initiating social changes. The message was strong and clear throughout the whole itinerary, from Vancouver to Montreal: set an example through action rather than words.</p> <p>And this is what The Great Canadian Ride is all about, with a credo that can be summed up as presenting original, fun, and dynamic ideas to stimulate young people and keep them active.</p> <p>Passion The Great Canadian Ride wants to attract people who are enthusiastic, driven by a deep desire to inspire young people. We believe in the principle of teaching by example and facing challenges with passion. Encouraging young people to adopt healthy lifestyles is not just what we do - it is who we are!</p>



The Great Canadian Ride is a cycling relay for students from grade 8 to 12. It is a spectacular cycling marathon that brings young people together by having them cover a part of the relay, from province to province. The teams ride on average 150 km a day and they are supported by experienced cyclists who ride with them.



2015 Edition

Experienced cyclists includes school administrators, Olympic medallists, and professional athletes. The Great Canadian Ride starts in Chicoutimi, QC and ends in Vancouver, BC. It lasts five weeks, from May 20th to June 20th, and covers 5,500 kms.

The participants hold daily presentations and conferences in schools across the country. They talk about leadership, healthy life habits, goals setting, and achievements. Elementary schools sign up for the Get up and move! program, a friendly competition between schools that gets the kids up and moving. Secondary schools sign their students and staff up as participants in the relay.

All students are participating in a concrete and measurable way. In this way, their school and community shifts towards healthier lifestyle.

Teenage years are critical in the development of becoming adults. What dreams will they choose to pursue? How will they achieve them? How will they contribute to making the world a better place? All these fundamental questions call for answers during these crucial years. The Great Canadian Ride believes that our event contributes in helping our youth finds its way.

During the month of May, all the elementary schools sign up for this friendly contest, designed to reward students who get involved in a big way through physical activity.

How to participate:

- The students and their families have to do 15-minute activity sessions (one cube of energy), 7 days a week, for one month.
- Each energy cube is worth one point. The more activity the students and their families do, the more points they get.
- These points are entered on the official website of the Grand défi Pierre Lavoie, <http://levetoietbouge.com/en/>, by the physical education teacher or the person in charge of the competition for the school. Parents are responsible for signing their child's log book that confirms the points accumulated, which are then approved by the person in charge at the school.

**GET UP
& MOVE!**

The students and their families can have fun tracking their school's performance with the ranking and the awards of the schools in their region, posted on the website <http://levetoietbouge.com/en/>; mutually encouraging each other to improve their performances and competing to win the Grand Prize.



All our events are made possible thanks to the continued support of our various partners. From the very beginning, we have built strong relationships, based on common values and goals, as well as mutually beneficial agreements.

MAJOR PARTNERS



PARTNERS



VOYAGES À CIEL OUVERT



The Great Canadian Ride



3550 Wellington St, Port Coquitlam, BC, V3B 3Y5
tel 604.552.7915 - fax 604.552.7916
website www.thegreatcanadianride.ca - e-mail lgt@csf.bc.ca



VOYAGES À CIEL OUVERT





Administration Department
13211 Henry Ave. Box 159, Summerland, BC V0H 1Z0
Phone: 250 494-6451 Fax: 250 494-1415
www.summerland.ca

June 17, 2015

Mr. George Lerchs
28411 Garnet Valley Road
Summerland, B.C.
VOH 1Z3

Dear Mr. Lerchs:

Re: Abuses at Garnet Lake affecting municipal water and public safety

The District of Summerland is in receipt of your letter dated June 11th, 2015 outlining your concerns with 'abuses' taking place at Garnet Lake recreation area.

In speaking with our Bylaw Officer, he advised that there has been issues with individuals camping in the area and he does respond to complaints, although does have the RCMP attend with him.

The District of Summerland and the RCMP are aware of the issues of camping, littering during the summer months and do attend when a complaint is received. The Bylaw Officer does attend to the area regularly twice a month during the summer months.

Myself and the Bylaw Officer will be attending the area this afternoon, to document any activities and the issue of the abandoned vehicle, which will also be reported to the RCMP.

Should you require anything further in this regard, please do not hesitate to contact our Director of Corporate Services, Jeremy Denegar at (250) 404-4046 or email jdenegar@summerland.ca.

Sincerely,


Maureen Fugeta
Corporate Officer

28411 Garnet Valley Road,
Summerland, BC
VOH 1Z3
June 11, 2015

RECEIVED
JUN 12 2015
DISTRICT OF SUMMERLAND

Mayor and Council,
District of Summerland,
13211 Henry Ave,
Summerland, BC
VOH 1Z0

Your Worship and Distinguished Councillors:

Re: Abuses at Garnet Lake affecting municipal water and public safety

I have observed the following abuses at the recreation area at Garnet Lake that are creating hazards and unsightly nuisances in what should be a protected watershed.

1. People swimming in the Lake contrary to the signs and presumably contrary to a bylaw and common sense.
2. People camping in tents down by the lake and lighting fires, contrary to the signs and bylaws.
3. People throwing food garbage and empty beverage containers along the lake shore and the pathways.
4. Dogs, supervised by their owners, swimming in the lake and defecating on the shore.
5. An abandoned and vandalized car, probably stolen, in the parking lot.
6. The heritage sign shot through with a rifle and defaced by thrown stones.

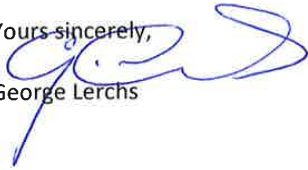
These abuses are being carried out in full view of the parking lot and road in the middle of the day. There is obviously no enforcement taking place nor is there any apparent expectation that this unlawful and anti-social behavior may attract any sanctions or punishments. The vandals and swimmers and litterers and defecators are acting with complete impunity.

I find it hard to understand why, in a matter as important as the safety of public water sources, neither the bylaw enforcement officer nor the RCMP patrol the area to enforce the by-laws. Do we have to wait until some water users become ill from contaminated water before the enforcement agencies take notice and do something? We pay a lot of taxes to keep a by-law enforcement officer on staff and for the RCMP. Why is enforcement of the municipality's urgent public safety needs not one of their priorities?

Perhaps it is because the by-laws are weak and unclear and therefore unenforceable. If this is the case, the by-laws need to be strengthened. To this end, I recommend that the District adopt a bylaw regarding watershed protection that contains the language used by the GVRD to make entering, depositing contaminants, and creating nuisances in the watershed a criminal trespass. And then enforce it vigorously.

Otherwise, I am of the view that if we cannot protect our water sources as well as provide recreational opportunities, we should totally close off access to Garnet Lake and the recreational area next to it with substantial financial penalties for entry.

Yours sincerely,
George Lerchs



Rcvd:	<u>Chetard</u>
File:	
Circulated:	
	<u>Comm Comm</u>
	<u>Bylaw</u>
Copy to:	
Action:	<u>g</u>

6/22
to look into

Karen Jones

Subject: FW: Nuisance tree in Powell Beach Park

From: cw.smith
Sent: June 16, 2015 3:39 PM
To: Brenda Ingram
Cc: Council
Subject: Nuisance tree in Powell Beach Park

Brenda Ingram
Manager of Parks & Recreation

Hi Brenda

I live at 6019 Nixon Rd, the corner of Nixon Rd & May St., facing Powell Beach Park. There are at least two dead cottonwood trees on the corner across from my house that I am sure you will be arranging to remove sometime in the near future, or at least topping them to a safe height.

I am requesting that when this work is arranged, you have the ELM tree which is close to these dead trees removed at the same time. This elm tree is a considerable nuisance with it's heavy seed yields shedding huge amounts of debris each year which blows onto my property. I get buckets of these seeds each year from my gutters, they also plug up my window screens, heat pump, cover my walkways & patios, get into my vehicles as well as being tracked into my house. This is in addition to the considerable cotton wood debris that blows onto my property annually.

The removal of the ELM tree will go a long way in reducing this annual debris nuisance that I go through.

I trust that you (The District of Summerland) will take my request seriously; being a good Neighbor!

Thank you
Creighton W. Smith

PS- funding could come from the monies received from the developer of the Lighthouse Landing subdivision.

Ken lowen
12214
Sinclair rd
Summerland

RECEIVED
JUN 16 2015
DISTRICT OF SUMMERLAND
Your Name Here

Rev'd: _____
File: _____
Circulated: _____
6/12/15 Copy: _____
Copy to: _____
Action: 8

June-16-2015

TO WHOM IT MAY CONCERN

Dear SIR

A month ago we came to your office and reported our trees that were planted along prairie valley road were dying due to not be planted correctly and now of course they are completely dead .

We were advised to leave them until you reached the contractor and to get them replaced .

As it is a very bad sight to leave them standing there and of course makes the home owner look bad as if he did not water or ?

We are for the second time requesting action to either replace the trees or pay us \$1500 as first suggested and we will take care of this ourselves but it needs to be done as soon as possible .

Of course the weather is working against us now and it may be needed to do at a later date now .

As a tax payer I would have thought you would have contacted me or at least sent a letter of pursuing this BUT HAVE HEARD NOTHING TO DATE FROM ANY ONE ?

This looks bad for all concerned and if it reached the papers or ???

Just take care of it

Written by dad William lowen for son

Regards

K - J
W Lowen, Dad

Outstanding Council Resolutions

Resolution #	Date	Resolution	ACTION	End date
	Jan 27, 2015	That the Mayor and Interim CAO request results and information from FortisBC in relation to the recent electrical power surge.	Follow up meeting with Fortis (UBCM) to discuss letter.	Sep 15, 2015
	Apr 13, 2015	That item 9.1 FortisBC Agreement for the Supply of Electricity Wholesale Service be deferred	Response received; under staff review.	July 13 Council
	Apr 13, 2015	That item 9.2 FortisBC Agreement for the Shared Use of FortisBC Structures be deferred	Waiting for response from Fortis	July 13 Council
	May 11, 2015	That council direct staff to draft a policy to provide training for buskers and street performance, such policy to include addressing the issue of permits, fees, conditions and guidelines.	Draft policy to council for first review	June 22 council
	May 26, 2015	THAT Council defer the matter regarding Screech Owls and Mussel Stewardship back to staff and invite the District's environmental planner to attend a future meeting to provide further information	District Shared Environmental Planner will be at June 22 meeting to discuss	June 22
	May 26, 2015	THAT council direct staff to prepare a 'Trail Naming Policy' for council consideration.	referred to staff	July meeting

OUTSTANDING TASKS - STAFF

	Project/Issue	Person Responsible	Next Steps	Anticipated Timing
1	Old RCMP lands	IM	Closed May 29 - 2 proposals rec'd. Currently under review	Jun 30, 2015
	Skateboard Park	JD/BI	CAO/BI/JD to schedule meeting with School Board staff to discuss current status; report to be brought back to council for discussion on next steps. Letter sent to Pennylane requesting extension on funding deadline. Meeting scheduled with SD67 for June 23.	Jun 30, 2015
2				
	Lakeside Trail Project	DD/JD	Tender has been awarded to BD Hall Construction Corp out of Surrey. There will be a pre-construction meeting next week and DOS staff will be in attendance. Recommendations for signage and wording has been received from MIABC.	End of summer
3				
4	New Subdivision Servicing Bylaw			2016
5	Firefighter training program	Glen	The majority of the members will have completed exterior operations certification by the end of June. Waiting on the Office of the Fire Commissioner to supply training material for Interior operations.	Jun 30, 2015
6	Grant app followup - Asset Management	CFO	Grant app submitted; staff to contact for update on expectations. Advised that grants will be announced in Winter 2015.	
7	Grant app followup - Water Separation	DD/DV	Design is complete. Funding application submitted; likely timeframe for grant announcements Fall 2015.	
8	DCC Bylaw Amendment	IM	Ongoing discussions with Ministry Staff	
9	TeamViewer reinstalled in council chambers	JD	COMPLETED	June 8 council
10	Grant app followup - Bike BC	DD/MS	Design is complete. Funding application was submitted and will need followup	
11	Fortis Agreement - Wholesale Power Purchase	DD/DV	Final minor changes being made to the wording.	July 13 council
12	Fortis Agreement - Power Poles	DD/DV	Final minor changes being made to the wording.	July 13 council
13	Garnet Road Right of Way Acquisition	JD/DD/IM	Send initial contact letter to affected owners	July 15

2015-06-18

OUTSTANDING TASKS - STAFF

	Project/Issue	Person Responsible	Next Steps	Anticipated Timing
14	Rotary Sunday Market	JD/LT	Approved by council; finalizing license of Occupation. Waiting for approval from Rotary board.	June 21 start
15	Request for Non-motorized signage - Test of Humanity	BI/DD	Approval received by council; BI to contacted Test of Humanity.	Jun 30, 2015
16	Building Bylaw review project	JD/IM	Negotiate terms of reference with MIA and Lidstone	2015-2016
17	Online registration system - Recreation	JD/BI	JD and BI gathering detailed customer usage and financial implication data from like-sized communities for analysis. Report to council	July 13, 2015
18	Committee Appointments	Admin	A number of committees outstanding; reappointments to come to June 8 meeting; awaiting member applications for Water/Agricultural	June 8 council
19	Leases of municipal properties	JD	In progress; will bring forward leases to upcoming council meetings as prepared.	
20	Wharton Street RFP	IM	To go back to council for discussion of parameters	June 22 IC
21	Busker Policy	CAO	Present draft policy to council for consideration	June 8 council
22	Whitmore, Willow Sanitary Sewer	LC/DD	Issue tender	June 30
23	Protocol Agreement - PIB	CAO	Mtg with RDOS staff, muni staff and PIB re referrals and protocol discussion	July 14, 2015
24	MTI Bylaw issue	JD	JD to work with all departments to review MTI Bylaw	Aug 2015
25	Citizen Survey	CAO	Preliminary	1st quarter 2016?
26	Community Engagement Policy	CAO		Sep, 2015
27	Parks and Recreation Masterplan	BI/CAO	Reviewing RFP templates; issue RFP	June 30 for RFP issue
28	Debt, surplus, reserve policies	CFO	Update research and draft policies	
29	Gravel Sales & Pit Development	DD/JD	Cantex has received the permit for gravel extraction. Next step is for Cantex to prepare detailed site plans and prepare the site for extraction	Sep, 2015
30	Fleet Renewal Policy	JD/LC/DD	Corp services to work with Works and Utilities/Finance	Oct, 2015
31	Sidewalk Master Plan	IM	In progress.	Nov, 2015
32	Cemetery Upgrades	DD/MS	Retaining wall, paving, and drainage at Peach Orchard Cemetery	June 30 for RFP issue

2015-06-18

OUTSTANDING TASKS - STAFF

	Project/Issue	Person Responsible	Next Steps	Anticipated Timing
33	Scale Replacement at Landfill	DD/MS	Working with Cantex to see if there is any efficiencies in DOS and Cantex sharing the cost of upgrades so that they can both use the same scale	Jun 30, 2015
34	Flume and Water Intake	DD/DV	Currently under design. Funding application was submitted and will need followup	July 31 Design
35	Raw Water Slidegate Upgrade	DD/DV	Confined space issue. Preparing scope of Work	June 30 for RFP issue
36	Wastewater Filtration and Grit Removal Upgrade	DD/DV	Design is complete. Funding application was submitted and will need followup	
37	Cultural Plan	IM	Cultural Task Force underway	
38	Resolve OCP Growth Strategy	IM	Final recommendation from select committee on Council agenda for June 22	
39	Backyard Chicken bylaw	JD	Staff report with options to council	Aug 24 Council
40	Perpetual Slide	DD/MS	Draft report received. There are some errors in the report and a resident survey needs to be completed before the draft can be circulated.	July 13 council
41	Fire Training Facility	GN	Site fully serviced; fencing completed last week. The RFQ for the training building has closed; preferred supplier identified. In process of finalizing; contract to be awarded by June 1.	Nov 30, 2015
42	Canada 150 Grant opportunity	BI	Upgrades to arena complex grant submitted on June 17, 2015	Deadline: June 18
43	Rodeo Grounds footings	BI/DD	Gwen Shaw, Maarte, BI met on June 15/15 discussed materials and potential dates for project	
44	Sister City (gift received)	BI	Contacted Leanne for update with signage for Kin Park	
46	Foreshore Tenures with Crown	JD	In progress	Dec. 2015
47	Deputy Corporate Officer	CAO/JD	Posting closes June 19.	Jun 10, 2015
48	I.T. Coordinator	JD	To be posted.	Jul 15, 2015
49	Engineering Technologist	DD/LT	Internal posting closes June 17, external posting closes June 19	ASAP
50	Asset Management	LC	Waiting on results of grant application before determining next steps.	
51	Joint Use Agreement	JD	Agreement with SD67 for shared use - agreement outstanding; staff to meet	Summer 2015
52	Lease of Municipal Property to Rosa Pagliocchini	JD	Advertise disposal of municipal property in newspaper.	

2015-06-18

OUTSTANDING TASKS - STAFF

	Project/Issue	Person Responsible	Next Steps	Anticipated Timing
53	Power Surge Event	DD/DVM	prepare letters to residents advising option to purchase meter socket surge protectors from District at cost	June 30
54	Cell Tower Policy	JD/MF	to request cell tower policies from other municipalities and prepare a future report to Council	Late summer 2015
55	Trail Signage		Gather examples and develop a trail signage plan / policy.	
56	Policy: Air BnB; vacation rentals		For council discussion	Fall 2015
57				
58				

2015-06-18

THE CORPORATION OF THE DISTRICT OF SUMMERLAND
ITEM 9.2 – CORRESPONDENCE – COMMITTEE/COMMISSION MINUTES
June 22nd, 2015 – Regular Council Meeting

RECOMMENDATION:

THAT the following minutes from Council Committees/Commissions be received by Council.

COMMITTEE MINUTES

Heritage Advisory Commission, April 15, 2015	Receive for information
Official Community Plan Review Committee, May 25, 2015	Receive for information

Any recommendations for Council consideration will be brought forward under separate cover.

AUTHOR:



KAREN JONES, CONFIDENTIAL SECRETARY

REVIEWED BY:



LINDA TYNAN, CHIEF ADMINISTRATIVE OFFICER

Heritage Advisory Commission

April 15 2015

Members present: D.Hill, S. Johnson, M. Trainer, D. Gregory

Regrets: Councillor Barkwill, L. Ducharme.

1. Call to Order: Acting Chair Hill at 7pm
2. Adoption of Minutes: March 18 2015 Gregory/Trainer CARRIED
3. Adoption of Agenda: add Heritage Signs, Nixon Rd Development
Trainer/Johnson CARRIED
4. Business Arising from Agenda
 - a. Need to clarify with Marian Rudisill regarding the heritage sign for the Superintendent's house. There should be acknowledgement of the District of Summerland on the sign. Acting Chair Hill will contact Ms. Rudisill.
5. New Business
 - a. Treasurer's Report: \$834.97
 - b. Election of Officers: need to get more Commission members before there is an election

**MOTION: COMMISSION SENDS OUT REQUEST OF COMMISSION
MEMBERSHIP TO THE NAMES ON THE BULK EMAIL LIST**

Gregory/Trainer CARRIED

- c. The Demolition of MacDonald School issue was again discussed. This has been an on-going item of the Commission since 1996. Although the Commission has written to the Municipal Council and the School Board, the Commission has yet to receive a formal response from either group. Members were reminded that a committee of Councillors and School Trustees was formed to study this issue in 1995. School District staff rejected all of the recommendations of this committee of elected representatives and recommended demolition of MacDonald School in exchange for the creation of a track and field complex similar to that facility in Penticton.

**MOTION: THE COMMISSION AGAIN CREATE A LETTER TO
MUNICIPAL COUNCIL AND THE SCHOOL DISTRICT ABOUT
THE APPROVED AGREEMENT REGARDING THE TRACK
AND FIELD COMPLEX**

Gregory/Trainer CARRIED

- d. Heritage Webinar Proposal

MOTION: COMMISSION JOIN THE APRIL 20TH WEBINAR

Trainer/Gregory CARRIED

- e. Heritage Signage: The heritage sign beside the CPR Wharf in Lowertown needs repair or replacement. The Commission agreed to study this issue and determine if it can provide

assistance. We will contact Margaret Holler regarding this matter.

- f. Nixon Street Development. Considerable discussion took place regarding a proposed development along the south border of Trout Creek (Woodridge property). This is an important area for riparian protection to improve fish habitat. Historically this property was once owned by Duncan Wood and is the only remaining portion of his pre-emption. There should be an evaluation of the vegetation of this property. It was agreed that biologists will be contacted to evaluate these lands
6. Adjournment at 7:46 pm



DISTRICT OF SUMMERLAND

MINUTES OF THE OCP REVIEW COMMITTEE
HELD AT DISTRICT OF SUMMERLAND
COUNCIL CHAMBERS
13211 HENRY AVENUE, SUMMERLAND, BC
ON TUESDAY, MAY 25, 2015

MEMBERS PRESENT: Mayor, Peter Waterman
Councilor, Erin Trainer
Councilor, Toni Boot

Staff Present: Ian McIntosh, Development Planner

Public Present: Janet Peake, Doug Holmes, Barbara Thorburn, *Erin Carlson*

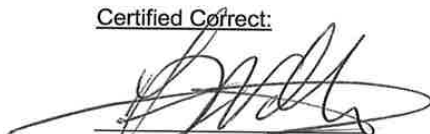
1. **CALL THE MEETING TO ORDER:**
The meeting was called to order at 10:45 a.m.
2. **ADOPTION OF MINUTES**
Committee moved and seconded adoption of the minutes of March 24, 2015
 - carried
3. **BUSINESS**
 - Committee discussed public engagement process so far.
 - Mayor Waterman noted we have 3 options
 - Planner noted options as
 - Abandon bylaw amendment
 - Adopt bylaw amendment
 - Create new bylaw amendment
 - Much discussion over potential uses in West Prairie Valley, inclusion of Deer Ridge and possible Agricultural RFP.
 - Direction from committee to have staff create a new bylaw amendment with the following changes:
 - Include Deer Ridge into UGA but leave remainder as proposed by OCP Select Committee
 - Designate all of the Summerland Hills Golf Resort Area as Open Land on the OCP
 - It was discussed that Prairie Valley West area (SHGR) will form part of a future OCP engagement exercise to determine future land uses.
 - It was recognized that an Agricultural RFP in this area is premature.
 - Some discussion over reaching out to the PIB and developing a relationship prior to any further OCP engagement.

- Was agreed that staff will create a revised bylaw amendment to present to the OCP select committee at the next select committee meeting.

5. **ADJOURN**

The meeting adjourned at 12:45 p.m.

Certified Correct:


Chair


Corporate Officer

THE CORPORATION OF THE DISTRICT OF SUMMERLAND

Briefing Note

Date: June 22, 2015
To: Linda Tynan, Chief Administrative Officer
From: Ian McIntosh, Director of Development Services
Subject: Stewardship Agreements for Rocky Mountain Ridged Mussel and Western Screech-owl

ORIGINAL STAFF RECOMMENDATION:

THAT Council pass the following resolution:

THAT Council enter into the 2015 - 2019 Stewardship Agreements for the Rocky Mountain Ridged Mussel and the Western Screech-owl, as proposed by the Ministry of Forests, Lands and Natural Resource Operations,

AND THAT the Mayor be authorized to execute the 2015 – 2019 Stewardship Agreements for Rocky Mountain Ridged Mussel and Western Screech-owl.

BACKGROUND:

A staff report on this issue was presented to Council at the May 25th regular meeting. Council requested further information on the proposed agreements. The District's Shared Environmental Planner, Alison Peatt, has reviewed the documents and can speak to the particulars. Links to the agreements are noted on Schedule A.

DISCUSSION:

It is noted that the Federal Government has environmental protections in place with legislation such as the Species at Risk Act (SARA). The provincial government has chosen to work collaboratively with local governments with respect to conservation rather than enact provincial legislation. The provincial Ministry of Forests, Lands and Natural Resource Operations (FLNRO) has requested the District of Summerland to enter into two agreements to help manage protection of Rocky Mountain Ridged Mussel (RMRM) and the Western Screech-owl (WSO). The RMRM is listed as Special Concern under the Federal SARA and the WSO is listed as endangered. Both species are found within District boundaries and on District owned lands.

2015 - 2019 Stewardship Agreement for Rocky Mountain Ridged Mussel in Summerland, BC

The objective of this agreement as noted on page 3 of the agreement is to "...*protect RMRM in areas fronted by lands owned by the District of Summerland by providing effective planning, stewardship and threats mitigation*". Maps attached to the agreement show the areas of interest. The commitments of both FLNRO and the District are found on page 5 of the agreement. Essentially the District is agreeing to:

- Adhere to operational best practices
- Allow interpretive signage at Peach Orchard Beach and Kinsmen Park Beach

- Incorporate protection measures into our management and operations plans
- Advise FLNRO if mussels are detected
- Advise FLNRO if Summerland cannot follow this agreement so alternate arrangements can be made

Operational Best Practices are also found on page 5 and include:

- No roto-tilling of the lakebed for controlling Eurasian milfoil
- No dredging of lakebed
- No infilling or dumping of material into the lake
- No hardening of the shoreline
- No new structures to be placed in the water (docks, boat launches, etc)
- Beach maintenance will not include the introduction of sand
- Apply for Water Act permission for any in-stream works
- If any of the above noted works are required that appropriate RMRM mitigation measures will be applied.
- Avoid any new works that alter natural patterns of water flow

2015 – 2019 Stewardship Agreement for Western Screech-owl in Summerland, BC

The objective of this agreement, noted on page 1 of the document is to “...*protect and promote the long term habitat needs for WSO within numerous sites in the District of Summerland*”. The sites of interest are noted on maps in the agreement. Some of these lands are privately owned and will be subject to environmental review if they are located within the District’s Environmentally Sensitive Development Permit Area and are proposed for development. It is noted that WSO has recently been found in the Prairie Valley West area of Summerland as part of an environmental assessment.

The commitments of both FLNRO and the District are noted on page 4 of the document. Essentially the District is agreeing to:

- Adhere to best practices
- Incorporate protection measure for nesting sites in municipal parks
- Train municipal maintenance staff on habitat stewardship issues
- Support initiatives that promote protection of nesting habitat
- Advise FLNRO if WSO sightings are reported
- Advise FLNRO if Summerland cannot follow best practices in some situation
- Confirm that Environmental Assessments required as part of the development process include WSO investigation
- Advise FLNRO if a development is planned that could affect a WSO nest.

Operational Best Practices are found on page 5 of the agreement and include:

- Avoid removing large diameter black cottonwood, water birch and trembling aspen trees in riparian areas except for public safety
- If such a tree must be removed, engage a qualified wildlife/danger tree assessor to provide advice
- Follow best practices if a WSO is known to occur at or near the hazard tree to be removed
- Leave protective buffers around active nests
- Leave a “quiet” buffer around nest sited during the breeding season
- Plan to construct new roads outside of known nesting habitat
- Locate trails away from known nesting habitat

- Allow for natural regeneration of riparian communities
- Maintain suitable future nesting habitat
- Avoid use of pesticides and herbicides in riparian areas

CONCLUSION:

The agreements with the province to protect the Rocky Mountain Ridged Mussel and the Western Screech-owl represent best management practices for two species that have been identified as requiring protection. The agreements contain language such as “where possible” and “Advise FLNRO if the District cannot follow the requirements”. These agreements are to provide a suitable level of protection for at-risk species within Summerland. Should protections not be undertaken, it is likely that provincial legislation would be enacted to require protection. This first step appears to be a reasonable approach in providing appropriate attention to species identified as requiring some level of protection.

Respectfully Submitted



Ian McIntosh
Director of Development Services

Approved for Agenda



CAO – Linda Tynan June 17, 2015

Schedule “A”

[Rocky Mountain Ridged Mussel Stewardship Agreement.pdf](#)
[Western Screech Owl Stewardship Agreement.pdf](#)

2015-2019 Stewardship Agreement for Rocky Mountain Ridged Mussel in Summerland, B.C.



Approval Date:

Ministry of Forests, Lands and Natural
Resource Operations | Thompson Okanagan
Region

District of Summerland | Mayor

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APPENDIX 1 – MAPS

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COVER PHOTOS

Rocky Mountain Ridged Mussel (©Lora Nield)

1.0 INTRODUCTION

The Rocky Mountain Ridged Mussel (*Gonidea angulata*) is listed as Special Concern in Canada under the Species at Risk Act (SARA). Rocky Mountain Ridged Mussel is present in the littoral area all along Summerland's shoreline on Okanagan Lake. Careful management of this species and its habitat is needed to ensure long term, viable populations within the Summerland area as well as throughout the Canadian Range. This stewardship agreement is for several parcels of land within the District of Summerland (Appendix I). It has been developed by the District of Summerland and the Ministry of Forests, Lands, and Natural Resource Operations (FLNR) to provide support, guidance and coordinate actions to address potential threats to Rocky Mountain Ridged Mussel in these areas.

Agency Objectives:

The **District of Summerland** provides lakeshore parkland areas for recreational opportunities for residents and visitors.

FLNR (Ecosystems Section) works to maintain and restore the natural biodiversity of provincial ecosystems, and fish and wildlife species and their habitat.

This stewardship agreement for the Rocky Mountain Ridged Mussel will assist in meeting both agencies' mandates. The mutual benefits include:

1. Ensuring measures are in place to protect and avoid impacts on Rocky Mountain Ridged Mussels
2. Developing a working relationship with each other to cooperatively manage environmentally sensitive areas and species,
3. Creating a better understanding of each agency's interests, roles and responsibilities as they relate to management of species at risk

The Rocky Mountain Ridged Mussel Stewardship Agreement is a "living document" between FLNR and the District of Summerland to address threats to, and provide protection for, Rocky Mountain Ridged Mussel in habitats fronted by District of Summerland lakeshore properties. This agreement is voluntary and does not supersede any existing legislative requirements. The actions in this agreement are consistent with, or based on, the July 2011 Management Plan for the Rocky Mountain Ridged Mussel (*Gonidea angulata*) in British Columbia (Fisheries and Oceans Canada).

1.1 Objective

The objective of this agreement is to protect Rocky Mountain Ridged Mussel in areas fronted by lands owned by the District of Summerland by providing effective planning, stewardship and threats mitigation.

2.0 SPECIES INFORMATION

2.1 Status

- Designated as Endangered in Canada (COSEWIC 2010)
- Listed as Special Concern in Canada (SARA Schedule 1 2005)
- Listed as S2 (Red Listed) in British Columbia (BC Conservation Data Centre)

2.2 Description of Species and Habitat Requirements

- Size: Up to 12.5 cm long
- Shape: Trapezoidal in shape (foot shaped), distinguishing feature is the prominent ridge that runs along top of the shell
- Colour: Shell is dark brown to black, nacre is white or salmon coloured in the middle and pale blue near the margin
- Shell: Thicker than the floater species
- Teeth: Hinge teeth small and compressed; they are sometimes hard to distinguish (right valve has one small tooth and left valve has either one or none)
- Habitat ranges from soft muddy or sandy substrates to large cobble/boulder along lakeshores and within the Okanagan River
- Most commonly observed in waters less than 1.5 m deep however has been seen in over 8 m of water in Vaseaux Lake and 4 m in Skaha Lake

2.3 Threats

The Management Plan for Rocky Mountain Ridged Mussel¹ identifies the following threats to this species:

- Foreshore/riparian development
- Historic riverbed channelization
- Hydrograph modification and regulation
- Aquatic introduced species
- Host species availability
- Watershed land-use related pollution
- Disturbance or direct harm
- Climate change

The greatest threat to Rocky Mountain Ridged Mussel along the shoreline of Okanagan Lake is disturbance or direct harm from instream works and recreational users.

¹ Available at: <http://www.env.gov.bc.ca/wld/recoveryplans/rcvry1.htm>

3.0 THE AGREEMENT

3.1 Commitment

The following section outlines Best Management Practices (BMPs) to mitigate or remove the potential threats listed above on lands owned and/or managed by the District of Summerland. The commitments for each party are set out below. The signing of this agreement commits the staff of FLNR Resource Management Division (Ecosystems Section) and District of Summerland staff to follow these BMPs between March 1, 2015 and February 28, 2019, after which time this agreement will be reviewed.

FLNRO agrees to:

- Share data with District of Summerland staff on Rocky Mountain Ridged Mussel inventory, habitat mapping, and anecdotal observations as new information comes available, subject to applicable data-sharing agreements
- Update the District of Summerland staff on Rocky Mountain Ridged Mussel status and conservation and restoration priorities as information becomes available
- Provide Rocky Mountain Ridged Mussel educational materials and training if requested
- Provide and install a Rocky Mountain Ridged Mussel interpretive sign at Peach Orchard Beach and Kinsmen Park Beach
- Advise District of Summerland staff if FLNR cannot follow requirements of stewardship agreement so alternative arrangements can be made

District of Summerland agrees to:

- Adhere to the Operational Best Management Practices listed below at all designated beach areas outlined in Appendix 1
- Allow the installation of an interpretive sign at Peach Orchard Beach and Kinsmen Park Beach
- Incorporate protection measures for habitats used by Rocky Mountain Ridged Mussel into the District of Summerland's management and operational plans. This includes beach maintenance, instream works and educational information at all locations listed in Appendix 1
- Incorporate new information into planning and operational management policies as it becomes available
- Submit any detection records to FLNR (see Key Contacts below) with UTM co-ordinates, date, time, description of vegetation, and any other pertinent information
- Advise FLNR if the District of Summerland cannot follow requirements of this stewardship agreement including the Operational Best Management Practices below so alternate arrangements can be made.

3.2 Operational Best Management Practices

- No roto-tilling of lakebed for controlling Eurasian milfoil
- No dredging of lakebed
- No infilling or dumping of material in lake
- No hardening of the shoreline
- No new structures to be placed in the water (docks, boat launches, etc.)
- Beach maintenance will not include the introduction of sand
- Apply for Water Act permission for any instream works (maintenance or new)
(http://www.env.gov.bc.ca/wsd/water_rights/licence_application/section9/index.html)

- If any of the above works are undertaken, all appropriate mitigation /compensation for RMRM will be applied. This will not exclude other possible impacts and mitigation/compensation requirements relating to other environmental concerns.
- Avoid any new works that may alter natural patterns of water movement

3.3 Contributing Signatories

Both FLNR and the District of Summerland recognize the important role research institutions, non-government organizations and naturalists groups have in achieving stewardship goals. If detailed agreements with other groups are required to clarify roles and responsibilities, they can be added as an appendix to this agreement.

3.4 Evaluation

The commitment and operational best management practices evaluation of this agreement will be ongoing by both parties, however, at a minimum, there will be a review once a year. Monitoring the effectiveness of the stewardship agreement will be the responsibility of both parties. There may be additional activities that pose a high risk to this species and its habitat that are not covered in this agreement. These areas may be added, and site specific mitigation measures developed, during the term of the stewardship agreement.

4.0 KEY CONTACTS

Ministry of Forests, Lands and Natural Resource Operations

Lora Nield, Senior Ecosystems Biologist
Ministry of Forests Lands and Natural Resource Operations
102 Industrial Place,
Penticton, BC V2A 7C8
Phone: 250 490-8212
Email: Lora.Nield@gov.bc.ca

District of Summerland

Maarten Stam, Manager of Works
Box 159, 9215 Cedar Ave
Summerland, BC V0H 1Z0
Phone: 250-494-0431
Email: mstam@summerland.ca

5.0 REFERENCES

Fisheries and Oceans Canada. 2010. Management Plan for the Rocky Mountain Ridged Mussel (*Gonidea angulata*) in Canada [Final]. *Species at Risk Act* Management Plan Series. Fisheries and Oceans Canada, Vancouver. iv + 52 pp.

DRAFT

APPENDIX I – MAPS

Figures 1-6 outline the locations to which the stewardship agreement applies.

Figure 1. Overview of all Locations



Figure 2 – Crescent Beach Locations (Higgins Road access and Crescent Beach Park)

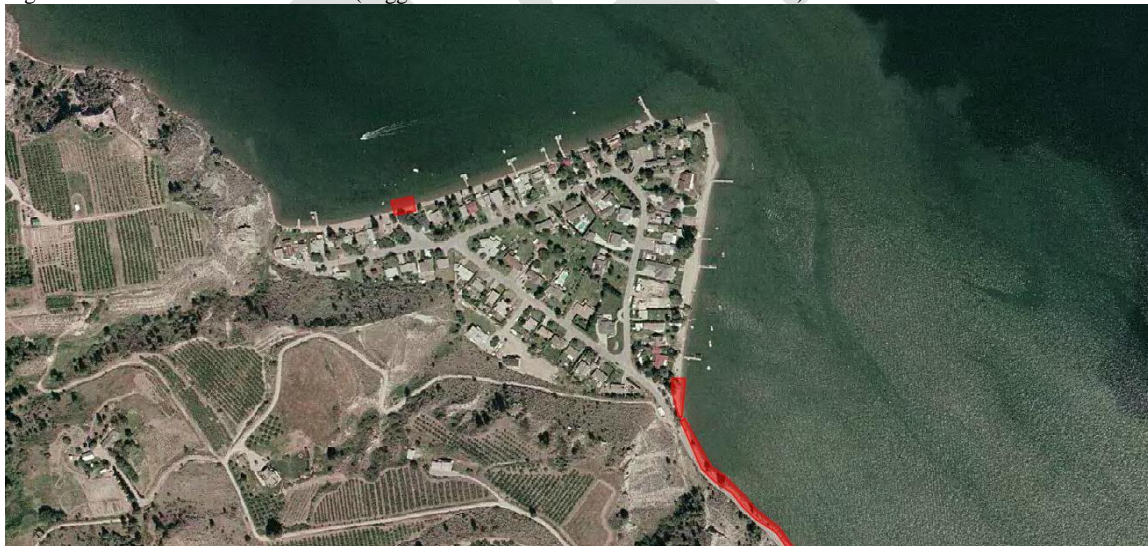


Figure 3 – Lakeshore Road North Roadside



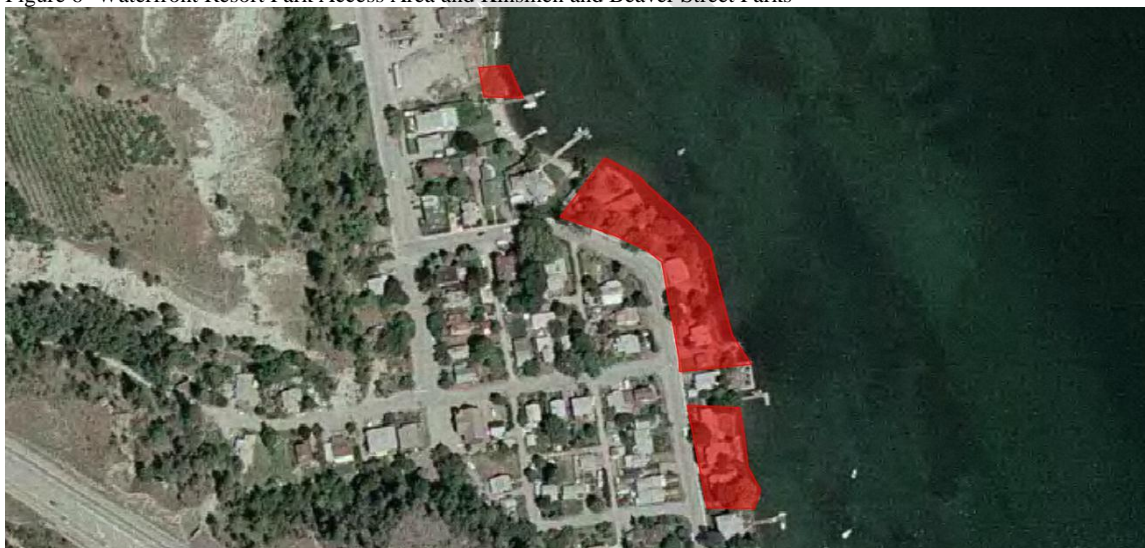
Figure 4 – Beach Access off Lakeshore Road North



Figure 5- Peach Orchard, Rotary Beach, and Waterfront Walking Trail Areas



Figure 6- Waterfront Resort Park Access Area and Kinsmen and Beaver Street Parks



2015-2019 Stewardship Agreement for Western Screech-owl in Summerland, B.C.



Approval Date:

Ministry of Forests, Lands and Natural
Resource Operations | Thompson Okanagan
Region

District of Summerland | Mayor

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Appendix A Stewardship Agreement Areas
Appendix B Provincial Fact Sheets

COVER PHOTOS

Clockwise from left: Western screech-owl (*©Jared Hobbs*); Eneas Creek riparian area, typical habitat features (cavity; snag), Adams Bird Sanctuary (*©Josie Symonds*)

1.0 INTRODUCTION

Western screech-owl (*Megascops kennicottii macfarlanei*; WSOW) is small, cavity-nesting owl species that uses riparian forest habitats in the Southern Interior area of British Columbia. Much of this habitat has been lost or degraded over the last century due to urban and agricultural development. As a result of these and other factors, WSOW is federally Endangered under the *Species at Risk Act* (SARA) and provincially red-listed (i.e., endangered or threatened) by the B.C. Conservation Data Centre (CDC). The recovery goal for this species, as identified in the WSOW provincial recovery strategy, is to “maintain a viable, well-distributed population of western screech-owls, *macfarlanei* subspecies, in secure habitat within the known range of the subspecies in British Columbia” (Ministry of Environment 2008). One of the key approaches to meeting this recovery goal is habitat protection through voluntary stewardship at the municipal and regional government level.

WSOW is known to breed at the Adams Bird Sanctuary and utilize the nearby Eneas Creek riparian corridor adjacent to Peach Orchard Road in Summerland, B.C. Both of these areas are maintained as part of the municipality's Centennial Trail system. WSOW has also been recorded on or near municipal lands with suitable habitat at Powell Beach Park on Okanagan Lake, Prairie Valley Creek Corridor at the end of Butler Ave., and along the Trout Creek riparian corridor near the Summerland Rodeo Grounds. The areas included in the agreement are provided in Appendix 1.

The purpose of this WSOW Stewardship Agreement between the Ministry of Forests, Lands and Natural Resource Operations (FLNR) Ecosystems Section and the District of Summerland is to promote the long term maintenance of WSOW populations in municipal parks and recreation corridors by planning and sharing information, protecting important habitat features, managing identified threats and providing effective stewardship. The approach taken here is consistent with FLNR's shared stewardship model to protect B.C.'s natural resources through collaboration, information sharing, education and use of best management practices (BMPs).

This WSOW Stewardship Agreement is a living document between FLNR and the District of Summerland to address threats to, and provide protection for, the endangered WSOW within municipal parks. The guidance in this document is based on the information available at the time of publishing and may require periodic updates as new information becomes available. This agreement is voluntary, and does not supersede any existing legislative requirements. The actions in this agreement are consistent with, or based upon, the *Recovery Strategy for the Western Screech Owl (Megascops kennicottii macfarlanei) in British Columbia* (Ministry of Environment 2008). The following sections describe the biology and threats to the WSOW (**Section 2.0**), the commitment and terms of the Stewardship Agreement (**Section 3.1**), and the operational BMPs for maintenance activities within the Stewardship Agreement Area (**Section 3.2**).

1.1 Objective

The objective of this agreement is to protect and promote the long term habitat needs for WSOW within numerous sites in the District of Summerland (Appendix 1)

2.0 WESTERN SCREECH-OWL BIOLOGY AND THREATS

The status, species description, habitat requirements, and threats of WSOW are described in the following sections.

2.1 Status

- Designated as Threatened in Canada (COSEWIC 2012)
- Listed under the SARA Schedule A as Endangered.
- Red listed in British Columbia (BC Conservation Data Center)

2.2 Species Description

- Size: Small (19–26 cm)
- Colour: Distinct pale underside with dark streaks, a brownish-grey back with fine dark streaks, yellow eyes and a black beak
- Shape: Short tail, rounded wings, well-defined facial disc, feather “ear” tufts on the head
- Call: Hooting noise that sounds like a number of low whistles that speed up towards the end (like a ball as it bounces to a stop)
- Habitat: Cavity-nesting with a strong association with mature riparian forests dominated by black cottonwood (*Populus balsamifera* ssp. *trichocarpa*), water birch (*Betula occidentalis*) and/or trembling aspen (*Populus tremuloides*) with a moderate to dense shrub understory. Secondary cavity nester (uses existing tree cavities that have been excavated by woodpeckers or formed by decay). Preferred nest trees are mature cottonwood and birch with a diameter at breast height (dbh) of 30 cm or greater and cavities of 7.5 cm or greater in diameter (Cannings and Angell 2001). Roosting habitat is areas with high densities of large trees, preferably conifers, with considerable tall shrub cover and limited low shrub cover. Requires adjacent foraging habitat, which may include riparian forest, coniferous woodland, wetlands and pastures that support its prey species, which are mainly small mammals, birds and insects.

WSOW are non-migratory, with pairs resident throughout the year in their territory. The breeding period¹ for this species commences in mid-February with courtship (calling) and nest initiation, followed by egg-laying and nesting between mid-March and late May. Young are present at the nest between mid-April and late August, with juvenile dispersal occurring in late summer and generally limited to less than 20 km from the nest site.

2.3 Threats

The following threats are identified in the WSOS provincial recovery strategy (Ministry of Environment 2008) and COSEWIC status report (COSEWIC 2012):

- Habitat loss or degradation through urban, agricultural and hydroelectric development, specifically destruction and fragmentation of mature riparian woodland, and removal of large, mature trees (particularly cottonwood) with suitable nesting and roosting cavities
- Accidental mortality through collisions with vehicles

¹ See timing windows FLNR (2013); page 25.

- Changes in predator/prey dynamics due to range expansion of barred owl (*Strix varia*), which is thought to predate on WSOW and may also displace WSOW from its historic range.

The following threats have further been refined for municipal parks and recreation corridors within the District of Summerland:

- Removal of large veteran deciduous trees, particularly cottonwood, birch and aspen, for public safety reasons (e.g., windfall) in areas where WSOW have been recorded
- Clearing of shrub understories in riparian woodlands, which may reduce quantity and diversity of prey species as well as recruitment of young deciduous trees required for stand maintenance

3.0 THE AGREEMENT

This Stewardship Agreement between FLNR Ecosystems Section and the District of Summerland promotes the careful management of WSOW and its habitat. The term of this Stewardship Agreement is five years (March 1, 2015 to February 28, 2019), effective from the date of approval on the cover of this agreement. Benefits of the Stewardship Agreement to both agencies are as follows:

- Promote long term viability of known WSOW populations in District of Summerland municipal parks and recreation corridors
- Develop a working relationship between FLNR Ecosystems Section and the District of Summerland as well as with other partners and stakeholders
- Develop, promote and deliver educational and interpretive information on WSOW and riparian habitat protection to the public and park users
- Develop and refine Operational BMPs specifically for municipal parks and recreational corridors to balance the needs for WSOW habitat protection, public safety and recreation

Areas Covered by the Agreement

The Stewardship Agreement is applicable to municipal lands with suitable habitat (identified in **Section 2.2**) within the following three locations (Maps of these areas are provided in Appendix 1):

- a. Lower Town
 - i. Eneas Creek riparian corridor that falls under District jurisdiction,
 - ii. Adams Bird Sanctuary,
 - iii. Peach Orchard Campground,
 - iv. Prairie Valley Creek Gulley (top of Butler Road to Hwy 97 - Trail),
 - v. Gulley between Prairie Valley Creek Gulley and Peach Orchard Road that has a spring that sources the Fish Hatchery,
- b. Trout Creek riparian corridor that falls under District jurisdiction including the Summerland Rodeo Grounds and the Trans Canada Trailhead
- c. Okanagan Lake riparian corridor at Powell Beach
- d. Any other location where a WSOW nest has been confirmed by a QEP.

3.1 Commitment

The commitments for each party are set out below. The signing of this agreement commits the FLNR Ecosystems Section and District of Summerland to follow these commitments during the term of this Stewardship Agreement:

FLNR Ecosystems Section agrees to the following Commitments:

- Share data with District of Summerland on WSOW inventory, habitat mapping and anecdotal observations as new information comes available, subject to applicable data-sharing agreements
- Update District of Summerland on WSOW status, and conservation and restoration priorities as information comes available
- Inform and train new/seasonal staff and contractors on WSOW identification, habitat stewardship and the contents of this agreement
- Provide WSOW educational materials and training if requested
- Advise District of Summerland if FLNR Ecosystems Section cannot follow the commitments of the Stewardship Agreement

District of Summerland agrees to the following Commitments:

- Adhere to the Operational BMPs (see Section 3.2)
- Incorporate protection measures for WSOW riparian nesting and adjacent foraging habitat into municipal park management and operational plans; incorporate new information into planning and operations as it becomes available
- Inform and train new/seasonal staff and contractors on WSOW identification, habitat stewardship and the contents of this agreement
- Support initiatives that promote the protection of WSOW nesting habitat and wildlife trees, including, but not limited to, monitoring, outreach, inventory, research and restoration
- Submit any records of sightings/callings to FLNR Ecosystems Section with GPS coordinates, date, time, description of vegetation, and any other pertinent information
- Advise FLNR Ecosystems Section if District of Summerland cannot follow the commitments of the Stewardship Agreement and/or the Operational BMPs
- Confirm that Environmental Assessments associated with development proposals in mapped Environmentally Sensitive Development Permit (ESDP) areas include measures to protect WSOW nests and recruit future suitable nest trees, where a WSOW nest tree is confirmed by a QEP to occur and to be affected by the development
- Advise FLNR Ecosystems Section if development is planned that could affect a WSOW nest that has been confirmed by a QEP. This would include sites within development permit areas and also those outside them.

3.2 Operational Best Management Practices

The following Operations BMPs have been developed for District of Summerland municipal parks and recreation corridors and are consistent with FLNR's existing guidance documents (i.e., FLNR 2014, FLNR 2013, and Ministry of Environment 2009).

Tree and Shrub Removal BMPs

- Avoid removing large diameter (>30 cm diameter breast height (dbh)) black cottonwood, water birch and trembling aspen trees in riparian areas where possible. The only exceptions will be for public safety.
- If such tree removal is proposed, retain a qualified wildlife/danger tree assessor to assess the risk associated with the tree following the guidelines in *Wildlife/Danger Tree Assessor's Course Workbook: Park and Recreation Sites* (Wildlife Tree Committee of B.C. 2012). If such tree is designated as a "hazard" by a qualified assessor using this workbook, follow the *Best Management Practices for Tree Topping, Limbing and Removal in Riparian Areas* (Ministry of Environment 2009), which is applicable to all tree removal within 30 m of a stream and lakeshore high water mark. Where trees are removed, replant at a ratio of 3 to 1 in the same site or suitable ones as close as possible to the site of removal.
- If WSOW is known to occur at or near the "hazard" tree (see Appendix A):
 - Within the WSOW breeding season (February 15 to August 25), do not remove the hazard tree; to address risk to public safety during this time, temporarily close or relocate trails at least 50 m away from known or potential nest sites to avoid accidental mortality of eggs or young²; the District of Summerland will explore other operational and management options available (such as accepting the risk of impact to this species and have a qualified professional (QP) engaged to mitigate risk and monitor the works) if the trail cannot be closed or temporarily relocated during the breeding season.
 - Outside of the WSOW breeding season, limb or top trees to a minimum to 3 to 5 m in height rather than removing the entire tree, if it can be completed safely without destroying the nest cavity or future nest trees; as a last resort, remove the entire tree and leave downed tree(s) where possible to provide coarse woody debris.
 - Do not remove or burn understory native vegetation unless a QP has provided an ecosystem restoration/treatment prescription or fuel hazard reduction prescription.
 - Retain existing habitats and features including nesting, perching and roosting sites; preserve live and dead trees or snags with cavities that could be used by WSOW for nesting.

General BMPs

- Where possible, leave a protective buffer around active nests of at least 1.5 tree length in urban areas and of at least 200 m in rural areas
- Where possible, leave an additional 100 m "quiet" buffer around nest sites during the breeding season (February 15 to August 25³): limit tree falling, chain saw use, large equipment use and other loud noises during this time
- Plan to construct new roads, trails and facilities outside of known and potential WSOW nesting habitat (i.e., cottonwood, birch and aspen stands)

² Under Section 34 of the *Wildlife Act*, a person commits an offence if the person, except as provided by regulation, possesses, takes, injures, molests or destroys (a) a bird or its egg, (b) the nest of an eagle, peregrine falcon, gyrfalcon, osprey, heron or burrowing owl, or (c) the nest of a bird not referred to in paragraph (b) when the nest is occupied by a bird or its egg.

³See timing windows FLNR (2013); page 25.

- Where possible, locate trails away from areas known to be used by WSOW; keep new trails as narrow as possible to limit the amount of space used
- Allow for natural regeneration of riparian communities where possible
- Maintain suitable future nesting habitat; in sites where nesting habitat has been lost or degraded, WSOW-specific nest boxes⁴ can be considered as an interim measures to maintain nesting options while habitat regenerates or is restored
- Avoid the use of pesticides and herbicides in riparian areas

3.3 Evaluation

The commitment and operational best management practices evaluation of this agreement will be ongoing by both parties. However, at a minimum, there will be a review once a year by both parties. Monitoring the effectiveness of the stewardship agreement will be the responsibility of both parties.

3.4 Key Contacts

The key contacts for this Stewardship Agreement are as follows:

- Lora Nield, Senior Ecosystems Biologist
Ministry of Forests Lands and Natural Resource Operations
102 Industrial Place, Penticton, BC V2A 7C8
Phone: 250-490-8212
Email: Lora.Nield@gov.bc.ca
- Maarten Stam, Manager of Works
Box 159, 9215 Cedar Ave
Summerland, BC V0H 1Z0
Phone: 250-494-0431
Email: mstam@summerland.ca

⁴ Example design: http://www.shawcreekbirdsupply.com/plans_screech_owl.htm

4.0 REFERENCES

- Cannings, R.J. and T. Angell. 2001. Western Screech-owl (*Otus kennicottii*). In The Birds of North America, No. 597 (A. Poole and F. Gill, eds.). The Birds of North America, Inc., Philadelphia, PA.
- COSEWIC. 2012. COSEWIC Assessment and Status Report on the Western Screech-Owl *kennicottii* subspecies *Megascops kennicottii kennicottii* and the Western Screech-Owl *macfarlanei* subspecies *Megascops kennicottii macfarlanei* in Canada. Committee on the Status of Endangered Wildlife in Canada. Ottawa, ON. xii + 30 pp.
http://www.registrelep-sararegistry.gc.ca/document/default_e.cfm?documentID=2474
- Hobbs, Jared and Susan Dulc. 2013. Western screech-owl (*Megascops kennicottii*) conservation and management, Okanagan and Thompson Areas, 2012 survey. Prepared for Ministry of Forests, Lands and Natural Resource Operations, Victoria, BC. 20pp.
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http://www.env.gov.bc.ca/okanagan/documents/HazardTree_26May_09.pdf
- Ministry of Forests, Lands and Natural Resource Operations. 2014. Develop with Care: Environmental Guidelines for Urban and Rural Land Development in British Columbia. Ministry of Forests, Lands and Natural Resource Operations.
<http://www.env.gov.bc.ca/wld/documents/bmp/devwithcare/index.html>
- Ministry of Forests, Lands and Natural Resource Operations. 2013. Guidelines for Raptor Conservation during Urban and Rural Land Development in British Columbia (2013): A Companion Document to Develop with Care 2012.
http://www.env.gov.bc.ca/wld/documents/bmp/raptor_conservation_guidelines_2013.pdf
- Western Screech-owl, *macfarlanei* subspecies Recovery Team. 2008. Recovery Strategy for the Western Screech-Owl, *macfarlanei* subspecies (*Megascops kennicottii macfarlanei*) in British Columbia. Prepared for the Ministry of Environment, Victoria, BC. 14pp.
http://www.env.gov.bc.ca/wld/documents/recovery/rcvrystrat/w_screech_owl_rcvry_strat130208.pdf
- Wildlife Tree Committee of British Columbia. 2012. Wildlife/Danger Tree Assessor's Course Workbook: Parks and Recreation Sites Course Module.
<http://www.for.gov.bc.ca/ftp/hfp/external!/publish/web/wlt/training/Parks-handbook.pdf>

APPENDIX A: STEWARDSHIP AGREEMENT LOCATIONS



Figure 1 Lower Town (Section 3 a-c) Agreement Area shaded in blue that consists of riparian habitat

Figure 2 Trout Creek Stewardship Agreement Area is identified by municipal lands (pink shaded lots) along the Trout Creek riparian corridor.





Figure 3 Okanagan Lake Stewardship Agreement Area is identified by Powell Beach municipal lands (pink shaded lots at Powell Beach only) with riparian habitat.

APPENDIX B: PROVINCIAL FACT SHEETS

Develop with Care: Environmental Guidelines for Urban and Rural Land Development in British Columbia:

Fact Sheet #5 Parks

<http://www.env.gov.bc.ca/wld/documents/bmp/devwithcare/Fact-Sheet-5-Parks.pdf>

Fact Shet # 12 Western Screech-owl

<http://www.env.gov.bc.ca/wld/documents/bmp/devwithcare/Fact-Sheet-12-screech-owl.pdf>



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: June 22, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Ian McIntosh, Director of Development Services
SUBJECT: Potential Running Track at Summerland Secondary School

STAFF RECOMMENDATION:

That Council discuss the issue of a potential running track at the Summerland Secondary School, and provide a response.

PURPOSE:

To provide some background to Council on the issue raised by the Heritage Commission regarding a running track at the Summerland Secondary School. The Heritage Commission has requested a formal response from Council and the School Board.

BACKGROUND:

The MacDonald Elementary School was located on the current site of the Summerland Secondary School playing field. The school was demolished in the late 1990's to allow for construction of a new middle school. The MacDonald School had some heritage value, however does not appear to have been officially designated as a heritage building. Records surrounding discussions with the School District at the time are not readily available due to the time that has passed. An exhaustive search of our archives has not been undertaken by staff. There is information that suggests the demolition of MacDonald School included discussions around siting for a new Middle School, relocation of Jubilee Rd and the possible location of a running track on the Summerland Secondary School site. Staff have not discovered any notes or other information that would inform how these discussions unfolded.

DISCUSSION:

The District's Heritage Commission has had ongoing discussions over this issue. There are opinions that suggest the School District committed to constructing a running track when the MacDonald school was demolished.

The Heritage Commission sent a letter to Municipal Council dated May 20, 2015. This letter was copied to School District 67 and is attached as Schedule A. The School District replied to this letter on June 11, 2015. Their response is attached as Schedule B.

The research done into this issue to date suggests that there were discussions at the time regarding provisions to allow for a running track to be constructed on the Summerland Secondary School site. Jubilee Road was realigned to meet up with Peach Orchard Road. It is suspected that this realignment was done to facilitate more efficient travel between Lower Town and the downtown area without having to cross Highway 97. The middle

school was constructed on the north side of the realigned Jubilee Rd. The road realignment and school construction removed much of the existing Dunham Field. This loss of green space was essentially replaced with additional green space on the south side of Jubilee Rd.

Staff have been unable to find any records suggesting any commitments by either the District of Summerland or the School District with respect to construction of a running track.

CONCLUSION:

Should council wish to pursue construction of a running track on School District property, they could begin negotiations at any time. There does not appear to be any documentation committing the School District to funding construction of a running track at this site.

Respectfully Submitted



(Director)

Approved for Agenda



CAO – Linda Tynan June 17, 2015

Schedule A – Letter from Heritage Commission to School District

**SUMMERLAND HERITAGE ADVISORY
COMMISSION**

May 20 2015

13211 Henry Avenue
Summerland
B.C. V0H 1Z0

RECEIVED

MAY 27 2015

District of Summerland

RE: TRACK AND FIELD COMPLEX

Municipal Council:

The Summerland Heritage Advisory Commission is writing again to Municipal Council and the School Board to seek resolution regarding a proposed track and field complex in Summerland.

This issue arose in 1995 when Municipal Council and the School Board established a committee to study proposed locations for a new middle school. The committee consisted of two school trustees (Charlotte Lewis and Connie Denesiuk) and two councillors (David Finnis and David Gregory).

MacDonald Elementary School, a recognized heritage building (six months newer than the Shatford Centre in Penticton) and the track and field complex on Dunham Field were considered as a location, and therefore threatened with demolition.

This committee made recommendations regarding this matter, all of which were rejected by the school district staff. The staff presented their own proposal for the location of the middle school, which ultimately resulted in removing the existing track and field complex on Dunham Field and demolition of MacDonald School in 1997.

In return, the school board staff promised Summerland a new track and field complex equal in quality to the existing track and field complex located beside the Secondary School in Penticton. The Commission accepted the fate of MacDonald School because of the promised track and field complex. As you know, it was never built.

Included with this email is a selection of documents describing Municipal Council's final resolution.

Since then, and over the years, the Summerland Heritage Commission has written to Council and the School District on this matter, and regrettably has never received a formal response.

The Commission respectfully asks again for a reply from Council and the School Board.

Sincerely



David Hill
Acting Chair
Summerland Heritage Advisory Commission

cc. School Board

+++++

DOCUMENTATION

interoffice
MEMORANDUM

to: COUNCIL
cc: file
from: Robt. A. Carter, CMC
re: School Resolution
date: March 12, 1997

Following a quick meeting between those members of Council that could attend, Ron Mason, the Planner and myself on Tuesday afternoon, Mar. 11th Mr. Mason expressed his disappointment with the resolution that was passed at the In Camera Meeting on Monday.

After some discussion by those present it was agreed to consider the amended resolution at our March 19th Special Meeting at 12 noon:

THAT the council of the District of Summerland unanimously supports School District #67 in their application to obtain funding towards the construction of a Middle School in Summerland, at the earliest possible date;

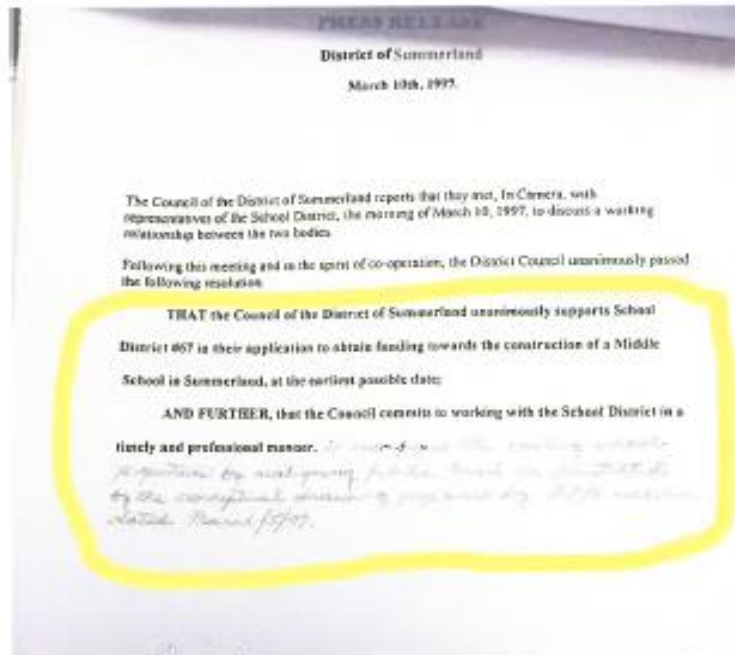
AND FURTHER, that the Council commits to working with the School District in a timely and professional manner to reconfigure the existing school property by realigning Jubilee Road as illustrated on the conceptual drawing prepared by MBM Architects Dated March 5, 1997.

from the desk of...

Robt. A. Carter, CMC
Administrator
Dist. of Summerland
Box 157,
Summerland, B.C.
V0N 1T0

494-6651
Fax: 494-165

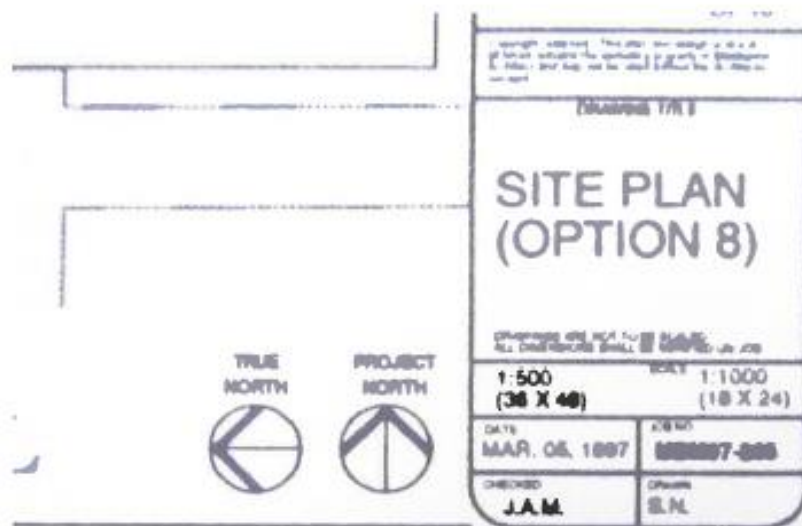
Motion: approval of map dated March 5 1997



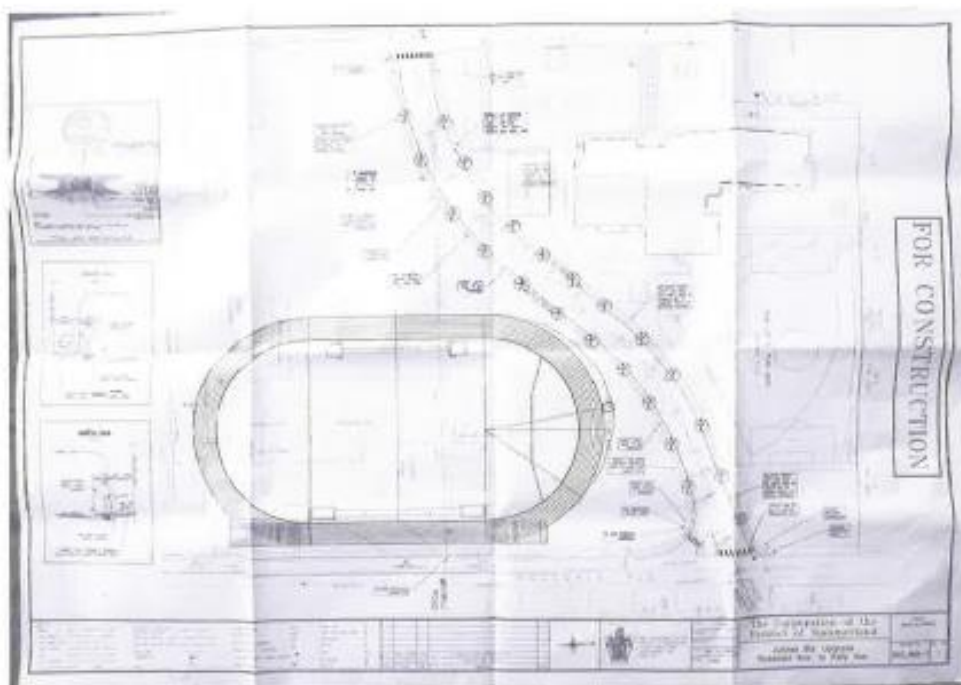
This is the press release regarding this proposal



This is the approved map (with track)



This is the details of the approved map



Schedule B – Reply from School District



**BOARD OF EDUCATION
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)**

425 Jermyn Avenue
Penticton, BC, Canada V2A 1Z4

Telephone: 250-770-7700
Fax: 250-770-7722
E-mail: lvanalphen@summer.com
Website: www.sd67.bc.ca

Office of the Chairman of the Board

File No.: 00140-20
OPR: SECTR

June 11, 2015

Mr. David Hill
Acting Chair
Summerland Heritage Advisory Commission
c/o District of Summerland
PO Box 159, 13211 Henry Avenue
Summerland, BC V0H 1Z0

Dear Mr. Hill:

Re: Letter of May 20, 2015

The Board of Education reviewed your letter of May 20, 2015 at its regular meeting held on June 8, 2015. At that meeting, the Board approved a motion to send a letter to the Summerland Heritage Advisory Commission clarifying the Board's decision regarding a proposed track and field complex in Summerland.

I wish to clarify that, as written in our Board's letter of February 14, 2012 which is attached, our Board of Education never committed to building a track. The document you enclosed with your letter (Option 8) was one of 18 options created during the planning of Summerland Middle School and was never intended as a promise for a new track and field complex. This design was to ensure that if the community was ever interested in constructing a track and field there would be adequate room for it. The Board has no intention to build a track in Summerland.

You indicated in your letter of May 20, 2015 that the Commission had never received a formal response to your previous letters. Please be advised that as mentioned above we wrote to you on February 14, 2012. As well, your previous letter in the spring of 2011 was responded to by Connie Denesiuk, both verbally and by email.

Yours truly,

A handwritten signature in cursive script that reads "Linda Van Alphen".

Linda Van Alphen
Chair
Board of Education

/da
c. District of Summerland



**BOARD OF EDUCATION
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)**

425 Jermyn Avenue
Penticton, BC, Canada V2A 1Z4

Telephone: 250-770-7700
Fax: 250-770-7722
Website: www.sd67.bc.ca

Office of the Chairman of the Board

File No.: 09000-20✓
OPR: SECTR

February 14, 2012

Summerland Heritage Advisory Commission
110 Sumac Ridge
Summerland, BC
V0H 1Z6

Attention: David Gregory, Chair

Dear Sir:

Re: Letter of January 3, 2012

Thank you for your letter of January 3, 2012. Your previous letter in the spring of 2011 was responded to by Connie Denesiuk, both verbally and by email.

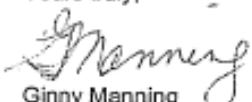
Although the staff members who were originally involved in the discussions are no longer working with the school district, we have contacted former Trustee Connie Denesiuk and she relates the following information:

- 1) The school board had never committed to building a track.
- 2) The design of a track was never undertaken, nor was a cost estimate ever completed.
- 3) The design of the complex was to ensure that if the community was ever interested in constructing a track there would be adequate room for it.
- 4) Unlike the Shatford and Ellis buildings, MacDonald School was wood construction, was deemed a fire hazard by the Summerland Fire Department, and was deemed unsafe for students to exit the building in case of fire.

The Board recognizes that a track could be a worthwhile project; however, it would require the involvement of many partner groups. The building of the track at Penticton Secondary involved multiple organizations and fund raising activities.

If your organization would like to develop this community concept further, the Board would welcome the discussion.

Yours truly,


Ginny Manning
Chair, Board of Education



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: June 22, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Ian McIntosh, Director of Development Services
SUBJECT: Official Community Plan (OCP) Amendment re: Urban Growth Strategy

RECOMMENDATION:

THAT Council pass the following resolutions:

THAT 2nd reading of Bylaw 2014-002 Official Community Plan (2014), be rescinded;

AND THAT Bylaw 2014-002 Official Community Plan (2014) as amended be given 2nd reading;

AND FURTHER THAT a public hearing be scheduled for Monday July 27th 2015.

PURPOSE:

To provide a comprehensive overview of the updated version of the proposed amendment to the OCP relating to the Urban Growth Strategy.

BACKGROUND:

Council directed staff to undertake a comprehensive public review of the current Urban Growth Strategy in 2013. This process was initiated in February of 2013 with the final report presented to Council and the public on December 9, 2013. Staff were directed to prepare an amendment to our Official Community Plan based on the final report. A revised OCP was prepared that reduced the urban growth area, proposed an ALR land exchange, updated the demographic information and reorganized the OCP to be more user friendly. All the sections in the OCP remained unchanged with the exception of the growth strategy and the demographic updates. The reorganization to a more user friendly format resulted in a bylaw that is technically a new OCP even though it is practically an amendment of the existing document. The bylaw eventually received third reading and applications were forwarded to the Agricultural Land Commission (ALC). A new Council was elected in November and directed staff to preserve the existing ALR boundary. The applications to the ALC to both include and exclude land from the ALR were withdrawn. Subsequently, an OCP review steering committee was created to review all OCP amendments since 2008. The committee presented recommendations to revise the urban growth section of bylaw 2014-002 to Council at the April 27th regular meeting. A public hearing was scheduled for May 11th. The public hearing was subsequently cancelled and the matter referred back to the Select Committee to review whether additional public consultation was required and to further review the recommendation. The Select Committee met on June 9th, and is bringing forward the recommendation noted above for Council's consideration. The proposed revision to bylaw 2014-002 is strictly in response to the comments received during the consultation process.

DISCUSSION:

Sufficient public process has been undertaken to make some informed revisions to the proposed growth strategy. The community was heard with respect to the preservation of farmland. The

urban growth boundary in the OCP has been revised based on significant input received from the electorate. The document still includes the demographic updates and the supported infill component of the growth strategy. Specific changes that have been made to the Urban Growth Area (UGA) as a result of the OCP steering committee and public consultation include mapping changes and revised text that:

- Remove ALR areas from the proposed UGA
- Remove a smaller portion of Victoria Rd South from the proposed UGA
- Leave the Deer Ridge neighbourhood in the proposed UGA

The proposed Urban Growth Area changes are shown on the attached Schedule "A". The complete revised version of the OCP is included as Schedule "B".

This revision to the OCP essentially reduces the Urban Growth Area by approximately 50% and respects Summerland's commitment to "...creating complete, compact, more energy efficient rural and urban communities" under the terms of the Climate Action Charter. The revision removes the Summerland Hills Golf Resort Neighbourhood Plan from the Official Community Plan and replaces it with a combination of Open Land, Agriculture and Resource Industrial. This paves the way for future discussions on potential land uses in this area. The select committee clearly wished to involve the community in future discussions as to potential future land uses in the Prairie Valley West area. The first step in this process is to adopt bylaw 2014-002. This updates the OCP with respect to a reduced urban growth area, removal of the Summerland Hills Neighbourhood Plan and updates demographic data. A second public process to determine future land uses in the western portion of our community will be undertaken in due course.

Circulation:

This OCP bylaw was circulated to the Works and Utilities department, Finance department Development Services department and Administration. A review by these departments did not identify any concerns with the proposed revisions.

Council has consulted with the RDOS, First Nations, School District 67, the Agricultural Land Commission and various provincial ministries. Staff are recommending that consultation with federal government agencies is not required. District staff are 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 bylaw 2014-002 was 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 has been considered in conjunction with the District of Summerland's financial plan and waste management plan. Financial comments are noted below and the proposed revisions to bylaw 2014-002 do not impact the waste management plan. The requirements of Section 882 – Adoption procedures have therefore been fulfilled.

This application was also presented to the Advisory Planning Commission meeting held on April 2, 2015. After reviewing the application and hearing from the public in attendance and support staff, the Commission passed the following recommendation:

THAT the Advisory Planning Commission support the proposed removal of the ALR lands from the UGA but do not support the inclusion of Hunter's Hill or Victoria Road South areas unless additional public consultation is undertaken to confirm public support for these proposed changes.

The revised bylaw noted in this report has not been forwarded to the Advisory Planning Commission for comment as the only difference is leaving the Deer Ridge neighbourhood within the UGA.

FINANCIAL IMPLICATIONS:

There are no implications on the District's Financial Plan with respect to the proposed amendments provided the District continues with the policy that developers pay for any utility servicing that their developments require.

CONCLUSION:

There has been considerable public consultation over this issue including a civic election and bylaw 2014-002 has received significant scrutiny. The only changes to bylaw 2014-002 are:

- a) To adjust the UGA to respect the ALR boundaries, and
- b) To leave a portion of the Victoria Rd south area in the UGA, and
- c) To leave the Deer Ridge neighbourhood in the UGA.

The proposed amendments to bylaw 2014-002 are in response to this consultation and the recommendations of the select committee of council. It is noted that this is the first step in moving forward with future discussions on potential uses in the Prairie Valley West area. This step reduces the Urban Growth Area, removes the future golf course concept, reinforces policies on infill and updates the demographic information. It is recommended that bylaw 2014-002 be adopted as amended.

ALTERNATIVES TO STAFF RECOMMENDATION:

Council could reject the amendments, reject bylaw 2014-002 in its entirety, or send the bylaw back for further review.

Respectfully Submitted



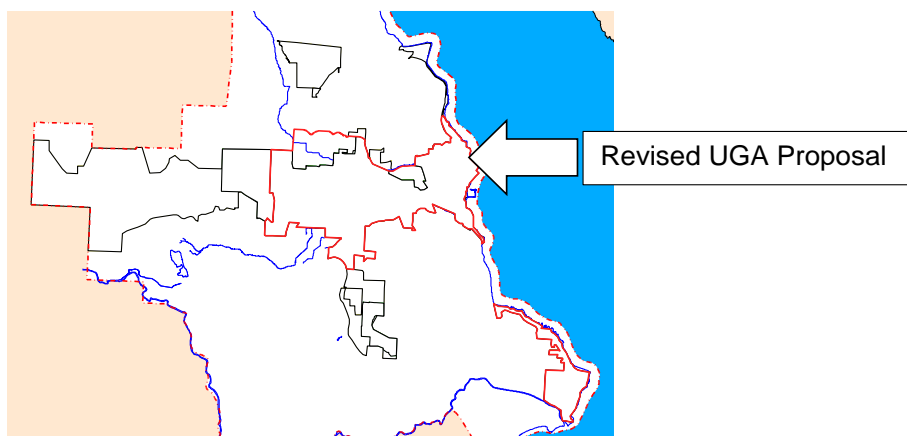
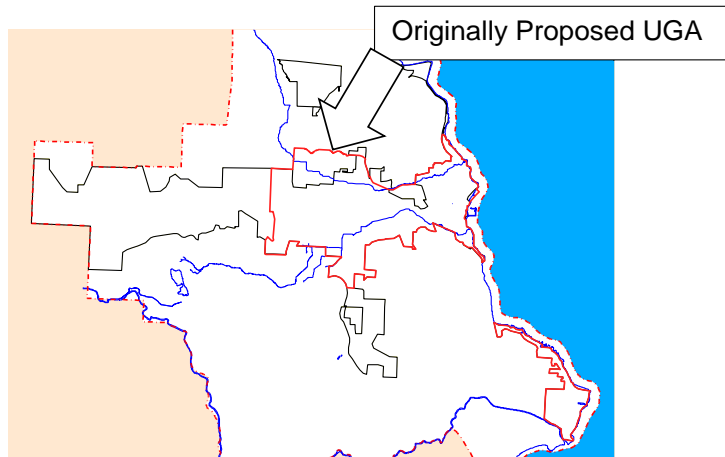
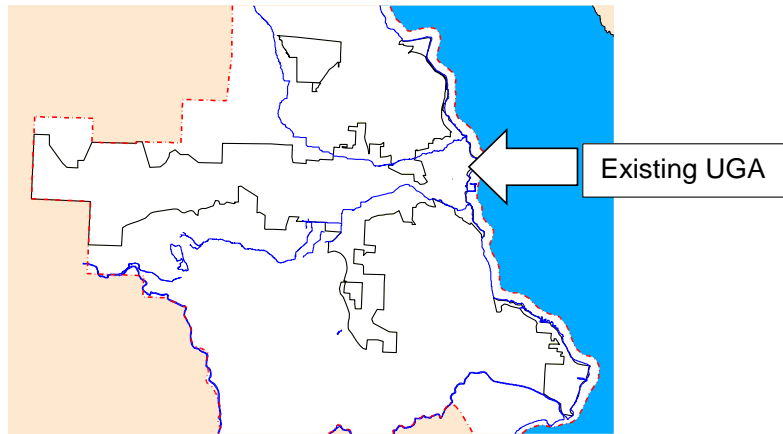
Ian McIntosh, Director of Development Services

Approved for Agenda



CAO: Linda Tynan June 3, 2015

Schedule “A” – Existing, Proposed, and Revised Urban Growth Areas



Schedule “B” – Revised OCP Document with Schedules

OCP document

<file:///\\SUMMERPOST\\Development%20Services\\OCP\\OCP%20Review%20Committee%202015\\FINAL%20DRAFT%202015%20OCP%20Amendment%20for%20new%20Growth%20Strategy.docx>

Schedules

<..\\2014 Amendment\\Schedules\\00 All Schedules 1.pdf>



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: June 10, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Lorrie Coates, Director of Finance
SUBJECT: Grant in Aid request from the Summerland Museum and Heritage Society

STAFF RECOMMENDATION:

Council consider the grant in aid request from the Summerland Museum and Heritage Society for \$3,600 additional funding in 2015.

PURPOSE:

Staff require direction from Council on grant in aid requests.

BACKGROUND and DISCUSSION:

The District has a formal application process where non-profit organizations request assistance and this is outlined in Policy #200.5 (attached). Council considered the grant allocations as part of the 2015 financial plan and \$82,800 was paid to the applicants. There is an additional one time grant to the Okanagan Regional Library of \$115,000 bringing the total to \$197,800 of grants in aid approved through the application process. Of this amount, \$6,000 was allocated to the Summerland Exhibition Association. As the Fall Fair for 2015 has been cancelled, these funds will not be required and are available to Council for additional grants.

An additional \$6,000 remained unallocated in the financial plan to allow Council the opportunity to provide assistance throughout the year for those instances where there is a new program or travel opportunity. **The intention of having unallocated funds is to provide funding for organizations who were not able to submit the request in the formal application process.**

To date, Council has allocated \$3,700 of the funds available to the following organizations and there is \$8,300 remaining which includes the funds not required by the Summerland Exhibition Association.

Summerland Ornamental Gardens – 2016 anniversary	\$ 500
Rob Robinson – travel grant Canadian Fire Fighters curling	\$ 500
Good Will Shakespeare Festival	\$1,000
OSCA 2015 Meadowlark Nature Festival	\$1,000
Summerland Community Arts Council	\$ 700

The Summerland Museum and Heritage Society is requesting up to \$3,600 to update their computers. As they are experiencing operational difficulties that were not anticipated, the

funds needed to renew the computers was not included in their 2015 budget. The District provides a \$35,000 grant to this organization as well as the building that houses the museum.

April 2015: Summerland Museum Heritage Society requested \$40,000 and was awarded \$35,000.

FINANCIAL IMPLICATIONS:

Council has \$8,300 of grant in aid budget available for allocation. Should council approve this request at the full amount, there will be \$4,700 available for unexpected new programs and travel requests, should any arise between June-December.

CONCLUSION:

The District recognizes the value of the contributions provided to the community by not-for-profit organizations. Council is committed to working with groups who provide beneficial programs and services to the community within the financial constraints of the District's budget while treating all organizations fairly and consistently.

OPTIONS:

1. Pass a resolution to approve grant in aid payment to the Summerland Museum and Heritage Society specifying the amount to be granted (the total grant allocation not to exceed \$3,600).
2. Deny the grant request of the organization.

Respectfully Submitted

Lorrie Coates

(Director)

Approved for Agenda



CAO – Linda Tynan June 17, 2015

POLICY STATEMENT AND REGULATIONS

Number: 200.5

GRANTS IN AID

POLICY OBJECTIVE

The District of Summerland recognizes the value of contributions provided through the volunteer efforts of community organizations and agencies on behalf of the citizens. Grant funding demonstrates Council's commitment to working with groups providing these beneficial programs, services or projects for the community within the financial constraints of the District's budget while treating all organizations fairly and consistently.

POLICY

Each year, as part of its annual budget process, a select committee of Council will make recommendations and Council will determine the amount of funding to be provided for all municipal grants in aid.

An applicant organization must meet the following general criteria in order to be considered for a grant in aid:

1. Registration as a not for profit organization or a charity.
2. There can only be one application per organization or project.
3. Grant applications should be able to demonstrate active fundraising efforts to support the continuation of a program, project or service. The District of Summerland grant should not be considered as the primary source of funding for the organization.
4. Funding request can be defined as events, projects or programs that support sustain, promote, inform, educate, celebrate, preserve, and/or provide access to the arts, culture, and environment, heritage, recreation and/or health activities.
5. Request for financial assistance for events which are of municipal significance which would be expected to bring economic and/or public relations benefit to the District.
6. Financial assistance will not be considered for events, projects or programs of a regional nature.
7. Each application must demonstrate there is a need for financial assistance and that adequate funding from other sources is not available.
8. To qualify for funding, the group must demonstrate its commitment to all of the following principles:
 - a. Accessibility;
 - b. Effectiveness; and
 - c. Accountability through sound management and financial practices

9. The applicant organization, within the current fiscal year, must spend grant funding on the sole purpose for which it was awarded.
10. Individuals are not eligible.

In Kind Grant in Aid – use of District Facilities

1. The use of the facility must serve a community need or purpose.
2. If the purpose of the event is to raise funds, the request for the waiver of rental fees will not be approved.
3. Requests for waiver of rental fees will only be considered before the event has taken place

Participation or Hosting of Regional, Provincial, National or International Championships or Events

1. A maximum of \$500 per team or individual may be granted based on a specific need basis for travel assistance to those winning championships in sports, arts or cultural activities.
2. A maximum of \$500 may be granted to local organizations hosting events of a regional, provincial, national or international nature. Consideration will be given to the benefit received by the community as a result of hosting these events.

Adopted: November 10, 2014

Summerland Museum & Heritage Society

9521 WHARTON STREET, SUMMERLAND

TEL: 250-494-9395

WWW.SUMMERLANDMUSEUM.ORG

INFO@SUMMERLANDMUSEUM.ORG

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Action:	8

RECEIVED

MAY 19 2015

District of Summerland

May 15th, 2015

District of Summerland
Box 159
Summerland, BC
VoH 1Zo

To Whom It May Concern,

I am writing on behalf of the Summerland Museum & Heritage Society to request that we be considered for extra funding to solve some computer and internet difficulties we have been encountering at the Museum.

The most pressing issue we have been having is very unstable internet service. Our main internet has been coming from a company called LoudPipe, which is based out of Vancouver. The reason we had signed up with this company in the first place is because they are a company which qualifies the Museum to receive a \$300 grant from the Canadian Heritage Information Network, which is to reimburse small heritage organizations some of their internet costs that accumulate over the year. Unfortunately, because they are based in Vancouver, they are unable to send out technicians to fix any problems that arise without a large cost to the Museum. At the beginning of May, we had nearly two weeks without internet, due to the company sending a replacement modem which never arrived. As much of our correspondence happens via e-mail, as well as relying on internet service to receive applications for our summer student position, we needed to remedy the situation as quickly as possible, and made the decision to cancel our service with LoudPipe and go with Shaw, who was able to meet our needs in a more timely fashion. However, we did not have the existing lines in place for Shaw to hook up an internet line, and putting a line in place would have been very costly. We have had to go with Telus in the end, which could use our existing telephone line to connect internet service at no additional cost, but the cost per month is a great deal more than we were planning on paying. In addition, it is unknown and seems unlikely that Telus internet services will qualify us for our \$300 grant (which is about half of what we pay each year), and therefore the Museum needs to find that extra money in our very limited budget.

Another issue we have been having is with our outdated computer system. We have an extensive database which holds the catalogue for all of the photographs and artifacts in the Museum's collection, and our computers have not been running fast enough to support the programs we need, and our ever-growing database. We had a technician come in and assess the situation, and his evaluation was that the memory and RAM on our computers (which are over 5 years old) is enough to run the computers themselves, but is not enough to support any of the programs we have installed on them, which are vital to the running of the Museum. Upgrading our existing systems was an option which would cost just over \$1000.00, but was agreed by the technician as well as our board of directors that upgrading was a very short-term solution, and would need further upgrades or replacements in a short time. The most effective long-term solution for both performance and cost would be to replace the systems with new computers, wiring, and backup systems to support the programs we need to operate on a daily basis. The cost of this option is \$3600.00. The Museum is prepared to spend the funds needed, as we need the computers to run the museum properly. As this cost was unforeseen in the 2015 budget, it stretches our existing funds as much as they possibly can. Any assistance you could give us to put towards either our internet costs or the computer systems would be much appreciated.

Thank you for your time in considering our request, and we hope to hear back from you soon. You can reach us by phone at 250-494-9395, e-mail at info@summerlandmuseum.org, or by mail at P.O. Box 1491, Summerland, BC, VoH 1Z7.

Sincerely,



Andrea Sanders
Administrator, Summerland Museum
On Behalf of the Staff and Board of the Summerland Museum & Heritage Society

UNDER THE AUSPICES OF
SUMMERLAND MUSEUM & HERITAGE SOCIETY
P.O.. Box 1491, SUMMERLAND, BC VOH 1Z0



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: June 10, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Lorrie Coates, Director of Finance
Authored by Renée Belyk, Manager of Financial Services
SUBJECT: 2014 Statement of Financial Information

STAFF RECOMMENDATION:

That Council approve the District of Summerland 2014 Statement of Financial Information for filing with the Ministry of Community, Sport and Cultural Development.

PURPOSE:

The Financial Information Act requires municipalities to prepare a Statement of Financial Information (SOFI) by June 30 each year to be filed with the Ministry of Community, Sport and Cultural Development. Within the SOFI, the Schedule of Remuneration & Expenses includes information which must be considered annually by Council under section 168 of the Community Charter.

BACKGROUND & DISCUSSION:

The SOFI contains information not found in the District of Summerland's financial statements:

- Schedule of Guarantee or Indemnity
- Schedule of Remuneration & Expenses
- Schedule of Severance Agreements
- Schedule of Goods and Services

The *Financial Information Regulation* provides some detail on what should be included in these schedules, including specific definitions of "remuneration" and "expenses". For example, while "remuneration" specifically includes salary, wages, and taxable benefits, it specifically excludes anything payable under a severance agreement

The Schedule of Severance Agreements must include the number of severance agreements and the range of equivalent months' compensation represented by those agreements.

When compared to 2013, the 2014 employee listing for salaries greater than \$75,000 shows an increase by 1 staff member. The chart below provides a summary by the employee group:

<i>Employee Group</i>	<i>2014</i>	<i>2013</i>	<i>Change</i>
Exempt Staff	12	12	0
IBEW Members	5	5	0
CUPE Members	6	5	1
Total	23	22	1

Respectfully Submitted

(Director)

R. J. Grier

Page 108 of 171

**THE CORPORATION OF THE DISTRICT OF SUMMERLAND
STATEMENT OF FINANCIAL INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2014**

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**THE CORPORATION OF THE DISTRICT OF SUMMERLAND
STATEMENT OF FINANCIAL INFORMATION APPROVAL
FOR THE YEAR ENDED DECEMBER 31, 2014**

The undersigned, as authorized by the Financial Information Regulation, Schedule 1, subsection 9(2), approves all the statements and schedules included in this Statement of Financial Information, produced under the *Financial Information Act*.



Lorrie Coates, CPA, CGA
Director of Finance



Date

Peter Waterman
Mayor

Date

Prepared pursuant to the Financial Information Regulation, Schedule 1, Section 9.

**CORPORATION OF THE DISTRICT OF SUMMERLAND
MANAGEMENT REPORT
FOR THE YEAR ENDED DECEMBER 31, 2014**

The Financial Statements contained in this Statement of Financial Information under the Financial Information Act have been prepared by management in accordance with generally accepted accounting principles or stated accounting principles, and the integrity and objectivity of these statements are management's responsibility. Management is also responsible for all the statements and schedules, and for ensuring that this information is consistent, where appropriate, with the information contained in the financial statements.

Management is responsible for implementing and maintaining a system of internal controls to provide reasonable assurance that reliable financial information is produced. The Council is responsible for ensuring that management fulfils its responsibilities for financial reporting and internal control. The Corporation's Director of Finance has the responsibility for assessing the management systems and practices of the Corporation.

The external auditors, MNP LLP, conduct an independent examination, in accordance with generally accepted auditing standards, and express their opinion on the financial statements. Their examination does not relate to the other schedules and statements required by the Act. Their examination includes a review and evaluation of the corporation's system of internal control and appropriate tests and procedures to provide reasonable assurance that the financial statements are presented fairly. The external auditors have full and free access to the Council.

On behalf of the Corporation of the District of Summerland



Lorrie Coates, CPA, CGA
Director of Finance

Prepared pursuant to Financial Information Regulation, Schedule 1, Section 9.

**THE CORPORATION OF THE DISTRICT OF SUMMERLAND
SCHEDULE OF GUARANTEE AND INDEMNITY AGREEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014**

Guarantees

This organization has not given any guarantees under the Guarantees and Indemnities Regulation.

Indemnities

This organization has not given any indemnifications under the Guarantees and Indemnities Regulation.

Prepared under the Financial Information Regulation, Schedule 1, Section 5.

THE CORPORATION OF THE DISTRICT OF SUMMERLAND
SCHEDULE OF REMUNERATION AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2014

1. Elected Officials

Name	Position	Remuneration	Expenses
Janice Perrino	Mayor	\$ 17,279.15	\$ 2,084.64
Lloyd Christopherson	Councillor	7,642.66	-
Robert Hacking	Councillor	7,642.66	1,529.14
Bruce Hallquist	Councillor	7,642.66	29.95
Orville Robson	Councillor	7,642.66	2,699.58
Martin Van Alphen	Councillor	7,642.66	2,227.03
Peter Waterman	Councillor	7,642.66	2,201.03
Peter Waterman	Mayor	691.16	-
Richard Barkwill	Councillor	305.71	-
Toni Boot	Councillor	305.71	-
Erin Carlson	Councillor	305.71	-
Douglas Holmes	Councillor	305.71	-
Janet Peake	Councillor	305.71	-
Erin Trainer	Councillor	305.71	-
Total Elected Officials	(A)	\$ 65,660.53	\$ 10,771.37

2. Employees

Name	Position	Remuneration	Expenses
Richard Bard	Power Lineman	107,407.58	\$ 85.10
Mark Bicknell	Power Lineman	98,945.70	80.10
Derek Chudyk	Electrical Foreman	114,991.85	1,934.71
Lorrie Coates	Director of Finance	115,028.06	4,770.83
Donald Darling	Director of Works and Utilities	120,473.47	947.76
Jeremy Denegar	Director of Corporate Services	107,905.21	3,541.03
Maureen Fugeta	Corporate Officer	97,366.03	1,145.75
Shawn Hughes	Chief Operator - Water Distribution	75,803.02	506.40
Brenda Ingram	Recreation Manager	86,531.49	410.10
Clayton Keys	Power Lineman	104,715.94	85.10
Ricky Leardo	Mechanic	80,739.00	202.00
Ian McIntosh	Director of Development Services	106,303.94	920.43
Danny McMillan	Chief Operator - Water Treatment Plant	77,427.61	398.33
Joel Mertz	Waste Water Treatment Operator	84,061.26	1,115.10
Glenn Noble	Fire Chief	94,790.90	2,581.37
George Pugh	Assistant Fire Chief	77,559.83	1,880.77
Rob Robinson	Assistant Fire Chief	79,394.80	2,235.27
Lara Rudniski	Meter Technician	81,319.26	80.10
Maarten Stam	Manager of Works	92,956.17	446.10
Bruce Stickland	Instrumentation Electrical Technician	80,684.44	70.00
Devon van der Meulen	Manager of Utilities	93,373.28	825.48
Brent Voss	Engineering Technologist	77,811.37	767.34
Thomas Day	Chief Administrative Officer	152,184.80	4,687.56

THE CORPORATION OF THE DISTRICT OF SUMMERLAND
SCHEDULE OF REMUNERATION AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2014

SUMMARY

Total of Employees with Remuneration Greater than \$75,000		\$ 2,207,775.01	\$ 29,716.73
Total of Employees with Remuneration Less than \$75,000		\$ 3,702,856.45	\$ 4,136.81
Total Employees	(B)	\$ 5,910,631.46	\$ 33,853.54

	Remuneration including Taxable Benefits	Expenses
ELECTED OFFICIALS	\$ 65,660.53	\$ 10,771.37
EMPLOYEES	<u>5,910,631.46</u>	<u>33,853.54</u>
TOTAL	<u><u>\$ 5,976,291.99</u></u>	<u><u>\$ 44,624.91</u></u>

Prepared under the Financial Information Regulation, Schedule 1, Section 6(2), (3), (4), (5) and (6).

**THE CORPORATION OF THE DISTRICT OF SUMMERLAND
SCHEDULE OF SEVERANCE AGREEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014**

Severance

There were no severance agreements made between The Corporation of the District of Summerland and its non-unionized employees during fiscal year 2014.

Prepared under the Financial Information Regulation, Schedule 1, Subsection 6(8).

THE CORPORATION OF THE DISTRICT OF SUMMERLAND
SCHEDULE SHOWING PAYMENTS MADE FOR THE PROVISION OF
GOODS AND SERVICES
FOR THE YEAR ENDED DECEMBER 31, 2014

1. Alphabetical list of suppliers who received aggregate payments exceeding \$25,000

Supplier Name	Aggregate amount paid to supplier
Per attached listing	\$ 22,127,999.13
Total aggregate amount paid to suppliers (A)	\$ 22,127,999.13

2. Consolidated total paid to suppliers who received aggregate payments of \$25,000 or less

Supplier Name	Aggregate amount paid to supplier
(B)	\$ 2,493,509.56

3. Total payments to suppliers for grants and contributions exceeding \$25,000

Consolidated total of grants exceeding \$25,000	240,000.00
Consolidated total of contributions exceeding \$25,000	-
Consolidated total of all grants and contributions exceeding \$25,000 (C)	240,000.00

4. Reconciliation

Total of aggregate payments exceeding \$25,000 paid to suppliers	22,127,999.13
Consolidated total of payments of \$25,000 or less paid to suppliers	2,493,509.56
Consolidated total of all grants and contributions exceeding \$25,000	240,000.00
Less: Expenses paid on behalf of Elected Officials and Employees	(44,624.91)
TOTAL	<u>24,816,883.78</u>
Reconciliation	
Expenses per Statement of Operations, page 2 of the financial statements	26,059,709.00
Adjustments - including amortization, expenditures on capital projects, internal charges and accruals of expenses	<u>(1,242,825.22)</u>
	<u>24,816,883.78</u>

Prepared under the Financial Information Regulation, Schedule 1, Section 7 and the Financial Information Act, Section 2.

THE CORPORATION OF THE DISTRICT OF SUMMERLAND
SCHEDULE SHOWING PAYMENTS MADE FOR THE PROVISION OF
GOODS AND SERVICES
FOR THE YEAR ENDED DECEMBER 31, 2014

Supplier Name	Total
1012845 BC LTD dba SUMMERLAND TAXI	\$ 42,221.01
620241 BC LTD.	84,601.44
AARDVARK PAVEMENT MARKING SERVICES	44,873.70
ANDREW SHERET LTD.	29,571.04
AON Reed Stenhouse INC.	78,383.00
ASSOCIATION OF SUMMERLAND FIRE FIGHTERS	72,088.85
BARRY BEECROFT FUEL DIST. LTD.	65,604.88
B C ASSESSMENT AUTHORITY	143,426.92
B C TRANSIT	111,857.00
BLACK TOP PAVING	67,470.01
BRENNTAG CANADA INC.	56,179.84
CANYON ELECTRIC	42,277.36
CHEVRON	253,769.50
CLEARTECH INDUSTRIES INC.	28,720.24
COOPER INDUSTRIES INC	52,123.26
CORIX UTILITIES INC	39,388.23
CORIX WATER PRODUCTS LIMITED PARTNERSHIP	45,651.66
CU CREDIT INC.	68,520.55
CUMMINS WESTERN CANADA	54,082.45
CUPE LOCAL 1136	80,248.28
EVERGREEN BUILDING MAINTENANCE INC	72,836.50
FOCUS CORPORATION	111,054.05
FORTIS BC INC	7,721,789.09
FORTIS BC - NATURAL GAS	105,225.94
GRAPHICALLY SPEAKING	28,032.26
GUILLEVIN INTERNATIONAL CO.	25,809.20
H & M EXCAVATING LTD	216,703.26
HORSMAN E. B. & SON	74,490.24
IMPLICIT HOLDINGS LTD	110,378.96
INSURANCE CORPORATION OF B C	74,157.00
INTECH INSTRUMENTATION	43,635.42
INTERIOR SAFETY SERVICES	25,002.00
ITRON	101,543.46
JACO ENVIRONMENTAL SYSTEMS LIMITED	34,199.55
L I B O A CONFERENCE	45,006.54
LORDCO PARTS LTD	56,949.36
MUNICIPAL FINANCE AUTHORITY BC	200,450.00
MUNICIPAL INSURANCE ASSOCIATION OF B C	138,659.00
OKANAGAN REGIONAL LIBRARY DISTRICT	454,746.28
PENTICTON & AREA COOPERATIVE ENTERPRISES	31,597.71
PENTICTON CITY OF	35,020.81
PRIMARY ENGINEERING	56,348.60
PROGRESSIVE WASTE SOLUTIONS CANADA INC	366,308.32
PROVINCE OF BRITISH COLUMBIA	2,080,852.91
PARTNER TECHNOLOGIES INCORPORATED	29,204.30
RECEIVER GENERAL - GST	141,499.87
RECEIVER GENERAL - DEDUCTIONS	1,651,773.00
RECEIVER GENERAL - RCMP CONTRACT	992,521.62
REGIONAL DISTRICT OF OKANAGAN SIMILKAMEEN	4,264,213.86
RODON HOLDINGS	53,288.30
SCHOOL DISTRICT NO. 67	53,411.97
SHORELINE	41,898.19
SIGN CRAFT	70,582.39

THE CORPORATION OF THE DISTRICT OF SUMMERLAND
SCHEDULE SHOWING PAYMENTS MADE FOR THE PROVISION OF
GOODS AND SERVICES
FOR THE YEAR ENDED DECEMBER 31, 2014

Supplier Name	Total
SKAHA FORD MERCURY LINCOLN SALES	31,999.59
SOFTCHOICE CORPORATION	39,018.64
SUMMERLAND BUILDERS MART LTD	27,220.77
SUMMERLAND RENTAL CENTRE	30,504.81
SUPERIOR EXCAVATING 557969 BC LTD	134,198.86
TELUS COMMUNICATIONS (B.C.) INC.	59,954.51
TITAN PACIFIC CONTRACTING INC	25,069.73
UKRAINETZ LAW	26,729.26
UNIVAR CANADA LTD.	273,594.79
VADIM COMPUTER MANAGEMENT GROUP LTD.	51,399.36
VVI CONSTRUCTION LTD	291,008.31
WATERHOUSE ENVIRONMENTAL SERVICES CORPORATION	35,582.40
WE CONSULTING & BENEFITS	83,510.28
YOUNG ANDERSON	47,958.64

\$ 22,127,999.13

Less than \$25,000

Various Suppliers / Individuals

\$ 2,493,509.56

Grants exceeding \$25,000

Supplier Name	Total
SUMMERLAND CHAMBER OF COMMERCE	\$ 205,000.00
SUMMERLAND MUSEUM & HERITAGE SOCIETY	35,000.00

\$ 240,000.00

Prepared under the Financial Information Regulation, Schedule 1, Section 7 and the Financial Information Act, Section 2.



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: June 10, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Lorrie Coates, Director of Finance
SUBJECT: HST Energy Credit for Residential Energy Use

STAFF RECOMMENDATION:

That Council pass the following resolution:

That Council direct staff to write off the \$97,073 accounts receivable related to the residential HST energy credit incorrectly given to electrical customers from January 1, 2012 to March 31, 2013.

PURPOSE:

To authorize the District to absorb the financial impact of erroneously providing the residential energy credit to electrical customers that did not qualify. The electrical utility will absorb this amount in operations in the current year.

BACKGROUND and DISCUSSION:

The Province of BC introduced a residential energy credit intended to offset the increase in cost to consumers caused by the HST. Prior to the HST, residential energy was PST exempt. The HST added 7% to the cost for the consumer and the residential energy credit provided a cost reduction of an equivalent amount.

Following an audit by the Ministry of Finance, Consumer Taxation Audit Branch, it was determined that the District of Summerland had mistakenly given an energy credit to electrical utility customers where the use did not qualify for the residential rebate. The reason for the disqualification was mixed use on the same meter. There was either farm or business use along with residential use on the same meter. The farm use component is \$82,507 with 521 accounts and the business use component is \$14,566 with 191 accounts.

Staff had several discussions with the Ministry staff about the impact to the District's customers, which was considered a net zero impact as it was a tax flow through. There would be rebate applications and GST returns to complete but at the end of the day, the customer would not be out of pocket. Based on this interpretation of the audit, staff had discussions with Ministry staff around the inconvenience to customers and the desire to reach a compromise where the customer would not be burdened with this process. However, that approach was unsuccessful and the District paid the amount owing. This amount has not been billed to electrical customers but was identified as a recoverable amount.

Early in 2015, District representatives met with Mr. Dan Ashton, MLA and his staff to further discuss the possibility of a political solution. Following the meeting, a letter was sent to the Honorable Michael de Jong, Minister of Finance, requesting special consideration from the Province on this matter. A response was received from Ms. Jordan Goss, the Executive Director of the Revenue Division of the Consumer Taxation Programs Branch of the Ministry of Finance. In this letter, Ms. Goss outlined the details of the energy credit and explained that special consideration could not be given for the District of Summerland as the Ministry needs to be consistent in the application of the legislation to all energy providers in the province.

In conversation with Ms. Goss, the technicalities of the issue were discussed and how any billing to the District customers would classify the amounts owing. Ms. Goss indicated that in her experience with this issue, the full amount of the HST was billed on the original invoice to the customer and the energy credit shown separately. Should that not be the case for the District, Ms. Goss was willing to reconsider the possibility of special consideration based on a flow through of the tax to the customer. Upon investigation, it was confirmed that the District had followed the typical billing scenario and any amount to be recovered from customers was not tax but the energy credit.

This has changed the understanding of the impact to the District customers. As the HST was billed correctly at the time, there is a very high probability that customers have received a refund in 2012 and 2013 of the HST based on filing HST returns and claiming input tax credits. If the full amount of the tax was not recovered in this way, there would be a residential energy rebate available for the portion related to the home use as opposed to the farm or business. It is impossible to estimate what that amount may be.

FINANCIAL IMPLICATIONS:

The electrical fund will absorb the cost of the error in the 2015 fiscal year. Should the net results for the year not be sufficient to absorb the costs and remain in a surplus position, a transfer from reserve accounts will be required to offset the impact.

CONCLUSION:

Due to the nature of this event and the time frame it covers, staff believe writing off this receivable is the best course of action.

OPTIONS:

1. Council may direct staff to write off the \$97,073 accounts receivable.
2. Council may direct staff to bill the electric customers \$97,073.

Respectfully Submitted

Lorrie Coates

Lorrie Coates, Director of Finance

Approved for Agenda



CAO – Linda Tynan June 17, 2015



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: June 16, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Jeremy Denegar, Director of Corporate Services
SUBJECT: BC Transit Annual Operating Agreement (April 1, 2015 - March 31, 2016)

RECOMMENDATION:

THAT Council pass the following resolution:

THAT the District of Summerland agree to the proposed Annual Operating Agreement between the District of Summerland, BC Transit, and the Penticton and District Community Resources Society;

AND THAT the Mayor and Corporate Officer be authorized to execute said agreement on behalf of the District of Summerland.

PURPOSE:

To continue providing public transit services in Summerland by entering into an Annual Operating Agreement which sets out, together with the Master Agreement, the specific terms and conditions for the operation of the system, for a term ending March 31, 2016.

BACKGROUND & DISCUSSION:

The regional transit system service level and budget is approved each year by the District of Summerland, which also sets fares and local property taxes to pay its contribution of transit costs. This partnership is formalized through a series of agreements: a *Transit Service Area Agreement*, *Master Operating Agreement* (MOA) and an *Annual Operating Agreement* (AOA). The AOA is renewed on an annual basis.

The selection of the transit operating company is conducted through a public Request For Proposal process and is undertaken on a seven-year cycle.

LEGISLATION AND POLICY:

The [British Columbia Transit Act](#) and the [British Columbia Transit Regulation](#) set out the regulations and formula for sharing costs of transit between BC Transit and municipalities, as well as the requirement for an Annual Operating Agreement.

FINANCIAL IMPLICATIONS:

BC Transit's share of transit system funding is provided by the Provincial Government. BC Transit funds 46.69% of conventional transit systems and 66.69% of custom systems. The District of Summerland's system is a combination of custom and conventional service (paratransit), therefore the cost sharing percentage reflects the level of each type of service. The District of Summerland's share is made up of revenue from fares and local property taxes, with the revenue collected from the transit system used to reduce the local property tax share of costs.

The estimated net cost to the District of Summerland for the term of this agreement is \$128,175 and is slightly more than the \$127,007 included in the District's 2015 annual budget and 5-year financial plan. This increase is expected to be absorbed in the works operations budget.

SUPPORTING DOCUMENTS:

Schedule "A" – Letter from BC Transit regarding the 2015-2016 Annual Operating Agreement

Schedule "B" – Annual Operating Agreement

Schedule "C" – Master Operating Agreement

ALTERNATIVES TO STAFF RECOMMENDATION:

1. THAT Council refer the matter back to staff for further review and report.
2. THAT Council not agree to the Annual Operating Agreement, thereby terminating transit service in Summerland.

Respectfully Submitted



Jeremy Denegar
Director of Corporate Services

Approved for Agenda



CAO – Linda Tynan June 16, 2014

SCHEDULE “A”

Letter from BC Transit regarding the 2015-2016 Annual Operating Agreement



RECEIVED

MAR 24 2015

ENGINEERING AND
PUBLIC WORKS

March 20, 2015

File:

District of Summerland
Maarten Stam,
Manager of Works
13211 Henry Avenue
PO Box 159
Summerland, BC
V0H 1Z0

Dear Maarten,

SUBJECT: 2015-2016 Annual Operating Agreement and Budget

Further to the draft 3-Year budget forecast (3YB) sent to you in October, 2014, and in consideration of subsequent discussions, please find enclosed your 2015-16 Annual Operating Agreement (AOA) for approval. We are pleased to acknowledge that the final 2015-16 AOA budgets closely reflect the costs in the draft budgets provided to you.

Further to the recently announced Provincial Budget and the BC Transit Service Plan, this 2015-2016 AOA budget confirms that there is sufficient funding for base service levels in year one of your community's three year service hours and budget plan. For years two and three, budgets are to remain at the 2015-2016 AOA level, as provincial funding levels are forecast to remain flat over the term of the BC Transit Service Plan.

This AOA, along with the Master Operating Agreement (MOA), constitute the operating agreements for your transit system. The AOA includes costs associated with your base (existing) transit services with no change in the service levels.

The covering letter to the 3YB provided a detailed summary of key trends and initiatives impacting 2015-16 operating budgets as well as strategies BC Transit are engaged in to mitigate cost pressures. Complementary to this, information is provided in the bulleted points below specific to the Schedule "C" of your AOA. The major cost drivers and key assumptions used to develop your 2015-16 AOA budget are as follows:

Revenue

- Revenue forecasted in the AOA reflects the most recent actual performance and fare assumptions. As this information is most current, the revenue budget may vary from the information presented in the 3 Year Forecast.

Operating Costs

- An increase of 115.8% in the operating company's fixed costs which includes all of the operating company's overhead (non-driver and non-mechanic) costs to deliver service such as supervision, dispatching, training, bus fueling, bus interior cleaning & washing, utilities, rents and administration;
- A basic inflationary increase in driver related labour costs, to reflect overall change of 1.0% to wages and 2.5% to benefit rates and increased statutory employer contributions;
- Variable Fuel Costs are budgeted down from \$1.34/L (3YB) to a fuel price of \$1.25/L;
- Consistent with the 3YB information, the allocation of Fleet Insurance is now based on vehicle replacement costs, rather than the prior allocation method of net book value.

Administration

- A decrease in BCTMS reflects reductions in administration costs as well as the reallocation of direct charges from BCTMS to specific AOA line items. As outlined in the 3YB cover letter, four key components were identified to provide greater transparency of key costs within BCTMS. These included Scheduling/Business Intelligence and Information Technology now reflected under Info Systems/Business Intelligence; where BC Transit owns or leases a facility, Fixed Asset management is reflected in the Property Maintenance line; and, costs associated with supporting maintenance throughout the province, mainly fleet support and inspectors, are reflected in the Fleet Maintenance line.

Maintenance

- Changes to the Fleet Maintenance budget reflect actual activity during the current year and upcoming work forecasted for 2015-16 as well as assumptions on inflationary increases related to parts;
- Where your fleet includes a vehicle in the final three years of useful life, the Major Repairs line reflects a contingency for major repairs that may occur during this period which cannot be capitalized.

Capital Initiatives and Debt Service

- Vehicle Lease Fees reflect the forecasted fleet plan, including both current and replacement vehicles, for the upcoming operating year.

While it is understood that the financial information contained within the AOA is needed for budgeting and planning purposes, it is important to note that the costs outlined in the Schedule "C" – Budget and Schedule "D" – Payment Schedule contain commercially confidential information from our operating company and are subject to protection afforded by the Freedom of Information & Protection of Privacy Act. Any reports to Council or Regional Boards, or any discussions which may be made within the public sphere which contain costs associated with the provision of transit services must be limited to four line items showing Revenues, Total Operating Costs, Total Costs and Total Local Government's Share of Costs.

Once the agreements have received signature/seal from the District of Summerland please forward all three copies to Penticton & District Community Resources Society for approval with a request to return all originals to the undersigned for execution by BC Transit. Please make every effort to have these agreements returned to BC Transit within thirty days of receipt. Please contact me if you have any questions related to the AOA or budgets.

Yours truly,



Daniel Pizarro
Senior Regional Transit Manager,
BC Transit

SCHEDULE “B”

Annual Operating Agreement

SUMMERLAND

**ANNUAL OPERATING AGREEMENT
(PARATRANSIT)**

Among

THE DISTRICT OF SUMMERLAND

BRITISH COLUMBIA TRANSIT

And

**PENTICTON AND DISTRICT COMMUNITY RESOURCES SOCIETY
(as agreed to in the MOA)**

APRIL 1, 2015 TO MARCH 31, 2016

**INFORMATION CONTAINED IN SCHEDULE "C" – BUDGET AND SCHEDULE "D" – PAYMENT
SCHEDULE IS SUBJECT TO FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT.**

**CONSULT WITH BC TRANSIT PRIOR TO RELEASING INFORMATION IN THESE SCHEDULES TO
INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO THIS AGREEMENT.**

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ANNUAL OPERATING AGREEMENT

BETWEEN: THE DISTRICT OF SUMMERLAND
(the "**Municipality**")

AND: BRITISH COLUMBIA TRANSIT
(the "**Authority**")

AND: PENTICTON AND DISTRICT COMMUNITY RESOURCES SOCIETY
(the "**Operating Company**")

WHEREAS the Municipality and the Authority are authorized to contract for the provision of a Public Passenger Transportation System and share in the costs of providing same pursuant to the British Columbia Transit Act.

WHEREAS the Operating Company is authorized to operate, manage and maintain a Public Passenger Transportation System within the Summerland Transit Service Area.

WHEREAS the parties hereto have entered into a Master Operating Agreement effective which sets out the general rights and responsibilities of the parties hereto.

AND WHEREAS the parties hereto wish to enter into an Annual Operating Agreement which sets out, together with the Master Agreement, the specific terms and conditions for the operation of the Public Passenger Transportation System for the upcoming term.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants herein contained, the parties covenant and agree with each other as follows:

SECTION 1 – DEFINITION OF TERMS

- 1.1 Definitions: Unless agreed otherwise in the Annual Operating Agreement, the definitions set out in the Master Agreement shall apply to this Annual Operating Agreement including:
- (a) "**Annual Operating Agreement**" shall mean this Annual Operating Agreement and any Annual Operating Agreement Amendment negotiated and entered into by the parties subsequent hereto;
 - (b) "**Master Agreement**" shall mean the Master Operating Agreement, including any amendments made thereto;

SECTION 2 – INCORPORATION OF MASTER AGREEMENT

- 2.1 Incorporation of Master Agreement into Annual Operating Agreement: Upon execution, this Annual Operating Agreement shall be deemed integrated into the Master Agreement and thereafter the Master Agreement and the current Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for the purposes of the British Columbia Transit Act, as amended from time to time.
- 2.2 Amendments to Master Agreement: The parties agree to amend the Master Agreement as follows:
- (a) To remove Section 13 in its entirety and replace it with the following:

"SECTION 13 - INSURANCE

- 13.1 Insurance: The Operating Company and the Authority shall purchase and maintain in force throughout the term of this Master Agreement, insurance policies covering the perils specified herein as set out below. As evidence of insurance coverage, the

Operating Company shall deposit with the Authority, copies of the insurance policies the Operating Company is required to purchase in accordance with this Master Agreement and the Annual Operating Agreement.

13.2 Minimum Insurance Coverage Requirements: The following insurance coverage shall be purchased and maintained throughout the term of this Master Agreement and the Annual Operating Agreement:

1. Vehicle Insurance:

a) The Operating Company shall purchase and maintain insurance on all vehicles used by the Operating Company in the operation of the Public Passenger Transportation System under this Master Agreement as follows:

i) Third party liability insurance of Five Million Dollars (\$5,000,000.00) per occurrence purchased from the Insurance Corporation of British Columbia.

b) The Authority shall purchase and maintain insurance on all revenue vehicles used by the Operating Company in the operation of the Public Passenger Transportation System under this Master Agreement as follows:

i) Third Party Liability insurance in excess of Five Million Dollars (\$5,000,000.00) to a minimum limit of Twenty-Five Million Dollars (\$25,000,000.00).

ii) Collision or upset insurance \$5,000.00 deductible.

iii) Comprehensive insurance covering hazards such as fire, theft, vandalism, glass breakage, falling trees, wind-storms, etc. \$500.00 deductible.

2. Physical Assets Leased from the Authority :(where applicable)

a) The Authority shall purchase and maintain insurance on all Physical Assets leased from the Authority, pursuant to the terms of the individual lease agreements with the Operating Company and respecting said Physical Assets.

b) Without limiting the generality of the foregoing, such insurance shall be in the name of the Authority and shall include a waiver of subrogation against the Operating Company. The insurance shall be in accordance with the laws in force and in effect in the Province of British Columbia and Canada.

c) The amount of such insurance for the respective categories of Physical Assets shall be not less than as follows:

i) Buildings and Structures Including Leasehold Improvements. The Authority shall purchase and maintain insurance on all buildings and structures on a standard all risk form including boiler explosion, flood and earthquake where applicable, in an amount not less than the full replacement value thereof as determined by the Authority.

ii) Other Chattels and Equipment. The Operating Company shall purchase and maintain insurance on all chattels and equipment not otherwise insured under this Schedule against loss or damage from all risks, in an amount not less than the full replacement value thereof.

d) The Authority may, in its sole discretion, self-insure part or all of the insurance requirements hereunder.

3. Physical Assets Owned by the Operating Company or Leased from a Party other than the Authority

a) The Operating Company shall purchase and maintain insurance on all Physical Assets owned or leased by them from a party other than the Authority, to the same extent as specified in Section (2), above, except that contrary to Section (2) the Operating Company shall determine the full replacement value thereof.

4. Comprehensive General Liability Insurance:

a) The Authority shall take out and maintain comprehensive general liability insurance (CGL) covering the operation of the Public Passenger Transportation System specified in Schedule "B" of the Annual Operating Agreement on an occurrence basis in an amount not less than Twenty-Five Million Dollars (\$25,000,000.00). Such insurance shall include the Operating Company and the

Municipality as an additional insured party and further, the policy shall apply to each insured in the same manner and to the same extent as if a separate policy has been issued to each of the insured parties.

b) The Authority's CGL does not extend to cover non-transit activities a company may be engaged in. If the Operating Company performs work outside of the terms of this Master Agreement and/or the Annual Operating Agreement, the Operating Company will require separate insurance coverage for that work which provides a waiver of subrogation in favour of BC Transit.

5. Additional Covenants:

a) The Operating Company covenants that it shall not knowingly permit, suffer, allow or connive at the use or operation of any vehicle in respect of this Master Agreement by any person, or in any way, or for any purpose, contrary to the provisions of this Master Agreement or the provisions of the Insurance (Vehicle) Act or any other applicable legislation and related regulations. The Operating Company shall indemnify and save harmless the Authority from any breach of this covenant.

b) It is mutually understood and agreed that the responsibilities to acquire and maintain policies of insurance pursuant to this Master Agreement and/or the Annual Operating Agreement shall be restricted and limited to the provisions of this Section 13."

SECTION 3 – TERM AND RENEWAL

- 3.1 Term and Renewal: The term of this agreement shall be from April 1, 2015 to March 31, 2016 except as otherwise provided herein. It is acknowledged by the parties that in the event of termination or non-renewal of the Annual Operating Agreement, the Master Agreement shall likewise be terminated or not renewed, as the case may be.

SECTION 4 – SCHEDULES

- 4.1 Schedules: The schedules attached hereto shall form part of the Annual Operating Agreement and be binding upon the parties hereto as though they were incorporated into the body of this Agreement.

- a) Schedule "A" – Transit Service Area
- b) Schedule "B" - Service Specifications
- c) Schedule "C" - Budget
- d) Schedule "D" – Payment Schedule
- e) Schedule "E" – Tariff-Fares

SECTION 5 – MISCELLANEOUS PROVISIONS

- 5.1 Amendment: This Annual Operating Agreement and the Schedules attached hereto may be amended only with the prior written consent of all parties.
- 5.2 Assignment: This Annual Operating Agreement shall not be assignable without the prior written consent of the other parties.
- 5.3 Enurement: The Annual Operating Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.
- 5.4 Telephone Information Service: Section 4.1(k) of the Master Operating Agreement is amended to permit the Operating Company to make alternative arrangements for telephone information service, as agreed to by the Municipality and BC Transit.

SECTION 6 – NOTICES AND COMMUNICATION

All notices, claims and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a responsible officer of the party hereto to whom it is addressed or if mailed by prepaid registered mail, to:

District of Summerland
c/o CAO
13211 Henry Avenue
Summerland, BC V0H 1Z0

and to: BC Transit
c/o Chief Operating Officer
520 Gorge Road East
Victoria, BC V8W 2P3

and to:
Penticton & District Community Resources Society
Rob Lionello Director, Operations
330 Ellis St.
Penticton, BC V2A 4L7

and, if so mailed during regular mail service, shall be deemed to have been received five (5) days following the date of such mailing.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and where a party is a corporate entity the seal of such party has been affixed hereto in the presence of its duly authorized officer this day of 2015.

THE CORPORATE SEAL OF **THE DISTRICT OF SUMMERLAND** has been hereto affixed in the presence of:

THE COMMON SEAL OF **BRITISH COLUMBIA TRANSIT** has been hereto affixed in the presence of:

CHIEF OPERATING OFFICER

CHIEF FINANCIAL OFFICER

THE CORPORATE SEAL OF **PENTICTON AND DISTRICT COMMUNITY RESOURCES SOCIETY** has been hereto affixed in the presence of:

SCHEDULE "A" - Transit Service Area Boundaries

The boundaries of the Municipal Transit Service Area shall be defined as follows:

The boundaries of the Summerland Transit Service Area shall be the corporate boundaries of the District of Summerland, Electoral Area "F" of the Regional District of Okanagan-Similkameen, and the corporate boundaries of the City of Penticton.

SCHEDULE "B" – Service Specifications**Summerland Base Budget Official AOA 2015/2016****Schedule 'B'**

Effective Apr 01, 2015

Scheduled Revenue Service**15/16 Full Year (Apr 01, 2015 to Mar 31, 2016)**

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Hrs/Day	15.50	15.50	15.50	15.50	15.50			
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Extra Revenue Service

	Apr, 2015	May, 2015	Jun, 2015	Jul, 2015	Aug, 2015	Sep, 2015	Oct, 2015	Nov, 2015	Dec, 2015	Jan, 2016	Feb, 2016	Mar, 2016

Adjusted Revenue Service

	Apr, 2015	May, 2015	Jun, 2015	Jul, 2015	Aug, 2015	Sep, 2015	Oct, 2015	Nov, 2015	Dec, 2015	Jan, 2016	Feb, 2016	Mar, 2016

2015/2016 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2015 to Apr 30, 2015	3	4	5	5	3	4	4	2	30	Apr 03, 2015 Good Friday 2015 (Fri)
May 01, 2015 to May 31, 2015	3	4	4	4	5	5	5	1	31	Apr 06, 2015 Easter Monday 2015 (Mon)
Jun 01, 2015 to Jun 30, 2015	5	5	4	4	4	4	4	0	30	May 18, 2015 Victoria Day 2015 (Mon)
Jul 01, 2015 to Jul 31, 2015	4	4	4	5	5	4	4	1	31	Jul 01, 2015 Canada Day 2015 (Wed)
Aug 01, 2015 to Aug 31, 2015	4	4	4	4	4	5	5	1	31	Aug 03, 2015 BC Day 2015 (Mon)
Sep 01, 2015 to Sep 30, 2015	3	5	5	4	4	4	4	1	30	Sep 07, 2015 Labour Day 2015 (Mon)
Oct 01, 2015 to Oct 31, 2015	3	4	4	5	5	5	4	1	31	Oct 12, 2015 Thanksgiving Day 2015 (Mon)
Nov 01, 2015 to Nov 30, 2015	5	4	3	4	4	4	5	1	30	Nov 11, 2015 Remembrance Day 2015 (Wed)
Dec 01, 2015 to Dec 31, 2015	4	5	5	5	3	3	4	2	31	Dec 25, 2015 Christmas Day 2015 (Fri)
Jan 01, 2016 to Jan 31, 2016	4	4	4	4	4	5	5	1	31	Dec 26, 2015 Boxing Day 2015 (Sat)
Feb 01, 2016 to Feb 29, 2016	4	4	4	4	4	4	4	1	29	Jan 01, 2016 New Years Day 2016 (Fri)
Mar 01, 2016 to Mar 31, 2016	3	5	5	5	3	4	4	2	31	Feb 08, 2016 Family Day 2016 (Mon)
										Mar 25, 2016 Good Friday 2016 (Fri)
										Mar 28, 2016 Easter Monday 2016 (Mon)
Total	45	52	51	53	48	51	52	14	366	14 Exceptions

Monthly Summary

Month	Paratransit						
	Revenue Hours			Total	Revenue Kilometers		Total
	Scheduled	Extra	Adjusted		Scheduled	Extra	
April, 2015	310.00			310.00	0.00		
May, 2015	310.00			310.00	0.00		
June, 2015	341.00			341.00	0.00		
July, 2015	341.00			341.00	0.00		
August, 2015	310.00			310.00	0.00		
September, 2015	325.50			325.50	0.00		
October, 2015	325.50			325.50	0.00		
November, 2015	310.00			310.00	0.00		
December, 2015	341.00			341.00	0.00		
January, 2016	310.00			310.00	0.00		
February, 2016	310.00			310.00	0.00		
March, 2016	325.50			325.50	0.00		
Total	3,859.50	0.00	0.00	3,859.50	0.00	0.00	0.00

Schedule C**Summerland Paratransit****Official AOA
2015/2016**

TRANSIT REVENUE	
Farebox Cash	\$3,308
Tickets & Passes	\$8,506
BC Bus Pass	\$2,900
TOTAL REVENUE	\$14,714
EXPENDITURES	
Fixed Costs	\$32,801
Variable Hourly Costs - Scheduled Service	\$95,805
Variable Fuel Costs - Scheduled Service	\$23,396
Variable Tire Costs - Scheduled Service	\$2,416
Fleet Maintenance	\$22,206
Major Capital Projects Operating Contingency	\$2,416
Accident Repairs	\$2,000
Taxi Saver Program	\$52,000
Taxi Saver Recoveries	-\$26,000
ICBC Insurance	\$2,773
Excess Insurance	\$1,394
Information Systems	\$2,247
TOTAL DIRECT OPERATING COSTS	\$213,455
Training (Education & Seminars)	\$496
Marketing	\$2,000
Municipal Administration	\$2,547
BCT Management Services	\$9,278
TOTAL OPERATING COSTS	\$227,776
Lease Fees - Vehicles (Local Share)	\$43,582
Lease Fees - Equipment (Local Share)	\$995
TOTAL LEASE FEES - LOCAL SHARE	\$44,577
TOTAL COSTS	\$272,352
COST SHARING	
Municipal Share of Costs	\$145,436
Less: Total Revenue	\$14,714
Less: Municipal Administration	\$2,547
Net Municipal Share of Costs	\$128,175
Authority Share of Costs*	\$126,917
STATISTICS	
Scheduled Revenue Hours	3,859.50
Total Passengers	19,036
Conventional Passengers	7,590
Custom/Para Passengers - Vans	7,346
Taxi Saver Passengers	4,100

*Does not include Authority share of Lease Fees

Schedule "D" - Payment Schedule**Summerland Paratransit
2014/2015 Official AOA****1) Payment Schedule**

The Authority agrees to pay the Operating Company a monthly payment, the amount of which is determined on the following basis:

- a) For Specified Service in Schedule "B":
 - i) \$2,733.42 for Fixed Monthly Payment; plus
 - ii) \$24.82 per Revenue Hour; plus
 - iii) Variable distance costs for fuel and tires as billed, with satisfactory supporting documentation.
- b) For Deleted Fixed Costs as outlined in Section 6 (2), an amount equal to 1/365 of the Fixed Costs amount contained in Schedule "C" shall be deducted for each day or part day.
- c) For Added Service or Deleted Service within the regular hours of system operation specified in Schedule "B":
 - i) \$24.82 per Revenue Hour
- d) For Maintenance:
 - i) \$61.02 per hour for labour by a licensed mechanic for the maintenance of transit vehicles.
- e) Not applicable.
- f) Prior to conducting a Special Group Trip, the Operating Company must apply for and receive from BC Transit, a pre-approval to conduct the trip, the cost recovery rates to be charged and the method of payment.

Information contained in Schedule "C" - Budget and Schedule "D" - Payment Schedule is subject to the Freedom of Information and Protection of Privacy Act.

Consult with BC Transit prior to releasing information in these Schedules to individuals or companies other than those who are party to the Agreement.

SCHEDULE "E" – Tariff-Fares**FARES***Effective as of March 1, 2011*

Cash Fares – One Way		
	<u>One Zone</u>	<u>Two Zones</u>
Adult	\$2.00	\$4.00
Child, 4 years and under, (Free when accompanied by an adult)	Free	Free
10 Tickets		
Adult	\$18.00	\$36.00
Monthly Passes		
Adult	\$50.00	\$50.00

Zone Boundaries:

One Zone: Within Summerland

Two Zone: To and from Penticton

BC Transit Employee Bus Pass

NOTE: Visitors may register for temporary HandyDART service. Proof of registration in another jurisdiction or proof of eligibility is required.

SCHEDULE “C”

Master Operating Agreement

**ORIGINAL
DO NOT REMOVE**

MASTER OPERATING AGREEMENT

Among

THE DISTRICT OF SUMMERLAND

BRITISH COLUMBIA TRANSIT

And

PENTICTON AND DISTRICT COMMUNITY RESOURCES SOCIETY
(as agreed to in the AOA)

EFFECTIVE: SEPTEMBER 1, 2010

INFORMATION CONTAINED IN THIS AGREEMENT IS SUBJECT TO THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. CONSULT WITH BC TRANSIT PRIOR TO RELEASING INFORMATION TO INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO THIS AGREEMENT.

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MASTER OPERATING AGREEMENT

BETWEEN: THE DISTRICT OF SUMMERLAND
(the "Municipality")

AND: BRITISH COLUMBIA TRANSIT
(the "Authority")

AND: PENTITION AND DISTRICT COMMUNITY RESOURCES SOCIETY
(the "Operating Company")

WHEREAS the Municipality and the Authority are authorized to contract for the provision of a Public Passenger Transportation System and share in the costs of providing same pursuant to the British Columbia Transit Act.

WHEREAS the Operating Company is authorized to operate, manage and maintain a Public Passenger Transportation System within the Summerland Transit Service Area.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants herein contained, the parties covenant and agree with each other as follows:

SECTION 1 – DEFINITION OF TERMS

1.1 The following definitions shall apply to this Master Operating Agreement and any Annual Operating Agreements entered into among the parties hereto in accordance with this Master Operating Agreement and as approved pursuant to the BC Transit Act and Regulations:

- a) **"ATTENDANT"** means a person whose presence is essential to the Registered User to enable the Registered User to physically use the service and whose origin and destination are the same as the Registered User;
- b) **"ANNUAL OPERATING AGREEMENT"** means that certain Annual Operating Agreement negotiated and entered into on an annual basis among the parties hereto in accordance with this Master Agreement;
- c) **"CONTRACTED SERVICES"** shall mean the transit services provided by the Operating Company as contracted pursuant to this Master Agreement;
- d) **"CONVENTIONAL TRANSIT SERVICES"** shall mean services and facilities operated by or for a public passenger transportation system to transport persons on specified routes at scheduled times using public streets or thoroughfares, but does not include custom transit services;
- e) **"CUSTOM TRANSIT SERVICES"** shall mean services and facilities operated or provided by a public passenger transportation system to transport any person designated under Section 11 of the BC Transit Act and Regulations by prearrangement between the operating company of the service and such person without limitation by route or scheduled time;
- f) **"DIRECT OPERATING COSTS"** shall mean the sum of the Fixed Costs and Variable Costs of service, maintenance and other costs of service, where:
 - i) **"FIXED COSTS"** shall mean items of cost that may be reasonably and conveniently identified with the overall service but which cannot be directly assigned to a unit of service such as hours or kilometres of service. Items of cost will exclude the cost of items which are normally capitalized but may include appropriate charges for depreciation of capital assets.
 - ii) **"VARIABLE COSTS"** shall mean items of cost which may be reasonably and conveniently identified and allocated to a specific unit of service such as hours or kilometres of service.
 - iii) **"MAINTENANCE COSTS"** shall mean parts and materials, sublet and labour costs of a qualified licensed mechanic for the maintenance of the transit vehicles, but shall not include costs associated with interior and exterior transit advertising signs and non-mechanical servicing of vehicles such as fuelling, clearing fareboxes, cleaning and painting wheel rims, vehicle washing, etc. and work performed by a serviceman;
 - iv) **"OTHER COSTS"** shall include but not be limited to vehicle insurance costs incurred by the Authority and Operating Company, contingency costs, taxi program costs (if applicable).

- g) **"ELIGIBLE USER"** means any person who is eligible to use Custom Transit Services as defined in Section 11 of the British Columbia Transit Act Regulations.
- h) **"ESCORT"** means a person who accompanies the Registered User but whose presence is not essential to the Registered User to physically use the service and whose origin and destination are the same as the Registered User.
- i) **"EXTRA SERVICE"** means a combination of overloads and special service.
- j) **"MASTER AGREEMENT"** shall mean this Master Operating Agreement including any amendments made thereto in accordance with the terms of the Master Agreement;
- k) **"NON-REVENUE HOURS"** shall mean the time both preceding and following the operation of the specified conventional transit service that is required to operate vehicles between the operating centre and the start/finish routes.
- l) **"NON-REVENUE KILOMETRES"** shall mean the distance between the operating centre and the start/finish points of the conventional transit routes via the most practical route and vehicle road testing.
- m) **"OVERLOADS"** shall mean additional vehicles operating on specified routes to cope with ridership demands which cannot be served by the regularly scheduled service and defined in Section 8.
- n) **"PARATRANSIT"** shall mean a class of transit service offering more flexible service than conventional fixed route transit. Paratransit service provides service to able bodied transit passengers as well as passengers with mobility difficulties.
- o) **"PHYSICAL ASSETS"** other than vehicles or revenue vehicles shall mean land, buildings, equipment or other items of a material nature which for accounting purposes are considered to contribute to delivery of service for a period exceeding one fiscal year.
- p) **"PUBLIC PASSENGER TRANSPORTATION SYSTEM"** shall mean a public system for the transportation of passengers and goods by any means operated under an Annual Operating Agreement, including Conventional, Custom and Paratransit Transit Services.
- q) **"REGISTERED USER"** means an eligible custom transit user who has satisfied certification and registration requirements as set out in Section 23.
- r) **"RESIDENT"** means any individual who has resided within the Province of British Columbia for a period of thirty consecutive days.
- s) **"REVENUE HOURS"**, **"REVENUE KILOMETRES"** shall mean those units of service that are actually offered to the public as reflected in the Public Timetable and set out in the Service Specification, including lay up time between trips.
- t) **"SERVICE SPECIFICATION"** shall mean a detailed description of the Public Passenger Transportation system covered by Schedule "B" of this Agreement.
- u) **"STATUTORY HOLIDAYS"** shall mean New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and/or any other days may be gazetted as being a holiday in and for the Province of British Columbia.
- v) **SPECIAL GROUP TRIPS** means infrequent service provided in addition to Schedule "B" at full cost recovery.
- w) **"SPECIAL TRANSIT SERVICE"** means a service provided beyond the scheduled revenue service and defined in Section 8.
- x) **"SYSTEM REVENUES"** shall mean the revenue of the Public Passenger Transportation System and includes revenue from farebox, revenue from sale of passes, tokens and tickets, revenue from advertising contracts, and other revenue from commercial or institutional purchase of service, advertising in timetables and any other revenue accruing from the operation of the Public Passenger Transportation System pursuant to this Agreement.
- y) **"TAXI SAVER"** means a custom transit program that provides a direct subsidy in the form of Taxi Saver Coupons to registered users.
- z) **"TRANSIT SERVICE AREA"** means the area within which the transit service may operate unless otherwise specified.
- aa) **"VEHICLES"** shall include all motor vehicles owned both by the Authority and by the Operating Company and used on the Contracted Services and approved by the Authority.

SECTION 2 - MUNICIPAL RESPONSIBILITIES

- 2.1 Responsibilities of the Municipality: In accordance with the terms of this Master Agreement and the Annual Operating Agreement, the Municipality shall:
- a) Approve plans and amendments to the Public Passenger Transportation System;
 - b) Approve the Service Specification prepared by the Authority and contained in Schedule "B" of the Annual Operating Agreement;
 - c) Approve bus stop plans and install and maintain bus stop signs as provided by the Authority.
 - d) Establish necessary traffic control by-laws and transit priority measures on Municipal streets;
 - e) Fix and amend the fares and the fare structure in whole or in part from time to time;
 - f) Be responsible for the depositing and reporting of system revenues received from the Operating Company as required under Section 4 of this Agreement. Such revenues shall be credited to an account specifically established for the Transit Service account which shall also be the depository for any other revenues in connection with this Transit Service. Advertising revenues generated in accordance with the transit advertising agreement between the Authority and the advertising contract company and bus pass revenue from the Ministry of Finance and Corporate Relations shall be credited to the Municipality by the Authority;
 - g) Approve, after prior consultation with the Authority, the Special Transit Services in accordance with the contingency provisions of Schedule "C" of the Annual Operating Agreement;
 - h) Notify the Operating Company at least 24 hours in advance of any scheduled or anticipated street closures or traffic disruptions affecting transit service; develop alternate routings in consultation with the Operating Company; and ensure that adequate signing is posted along affected portions of routes;
- 2.2 Municipality to pay Authority Monthly: The amount payable by the Municipality under the Annual Operating Agreement shall be paid to the Authority monthly. Payment is due 30 days after billing.
- 2.3 Prepare Report of Revenue: The Municipality shall, on a monthly basis and within 10 working days of the end of each month submit a completed "Report of Revenue" form supplied by the Authority, showing system revenues collected.
- 2.4 Determine Administrative Costs: Prior to the negotiation of each Annual Operating Agreement, the Municipality shall determine its administration costs relative to its responsibilities under that Agreement. Payment for these costs, pursuant to Schedule "C" of the Annual Operating Agreement shall not exceed 2% of the Direct Operating Costs for the service.

SECTION 3 - AUTHORITY RESPONSIBILITIES: In accordance with the terms of this Master Agreement and the Annual Operating Agreement, the Authority shall:

- 3.1 **Reimburse Operating Company:** The Authority shall reimburse the Operating Company for all costs incurred by the Operating Company as a result of this Master Agreement and the Annual Operating Agreement, to be calculated and paid monthly in accordance with Schedule "D" of the Annual Operating Agreement, and subject to the limitations contained therein and receipt of an invoice in the format specified in Section 10, below.
- 3.2 **Maintenance Payment:** The Authority agrees to pay the Operating Company upon submission of a monthly Contractors Invoice as provided for in Section 10, below, and in accordance with the Budget contained in Schedule "C" of the Annual Operating Agreement, for all parts and labour for maintenance of the transit vehicles, and all insurance deductible payments upon presentation of suitable documentation. The amount paid for parts shall not exceed the amount paid by the Operating Company and shall be net of GST.
- 3.3 **Responsibilities of the Authority:** With respect to the services as provided for in this Master Agreement and as specified in Schedule "B" of the Annual Operating Agreement, the Authority shall:
 - a) Make available professional staff to prepare and implement Public Transit.
 - b) Make available vehicles for the provision of approved services in accordance with the lease agreement between the Authority and the Operating Company, acquire and lease to the Operating Company revenue vehicles and other physical assets required for the provision of the services pursuant to lease agreements with the Authority and monitor the use, maintenance and conditions of such vehicles and physical assets;
 - c) May engage an inspector who shall inspect and check the operation of services provided for in Schedule "B" of the Annual Operating Agreement and the maintenance of vehicles;
 - d) Provide destination blinds and fareboxes for vehicles provided;
 - e) Provide vehicle stop identification signs in accordance with the Marketing provisions of the budget contained in Schedule "C" of the Annual Operating Agreement;
 - f) Provide and control all marketing in accordance with Section 11, below, and the Budget specified in Schedule "C" of the Annual Operating Agreement;
 - g) Conduct regular audits of service including:
 - on-time performance
 - courtesy
 - cleanliness, care and comfort
 - information/ease of use
 - safety
 - fare security
 - records of customer service training
 and may audit the financial records of the Operating Company pertaining to this Master Agreement and the Annual Operating Agreement;
 - h) Ensure that the terms and conditions of the Transit Advertising Agreement between the Authority and the advertising contract company are met, and that the appropriate revenues generated by this contract are credited to the Municipality;
 - i) Negotiate the terms of the Provincial BC Bus Pass and ensure that the appropriate revenue is credited to the Municipality; and
 - j) Prescribe registered user eligibility criteria as detailed in Section 22 of this Master Agreement and designate the procedures, conditions and format for medical validation of an individual's disability as required and described in Section 22 of this Master Agreement and monitor the operating company's performance of responsibilities in this regard.
- 3.4 **Provide Regular Reports to Municipality:** The Authority shall, on a periodic basis, as agreed between the Municipality and the Authority, provide the Municipality with the Budget versus Revenue and Expenditure Report which will specify:
 - a) The actual costs of service compared to the budgeted costs specified in Schedule "C" of the Annual Operating Agreement;
 - b) The revenue accrued to date, including farebox and other transit revenue (obtained from the Municipality or credited to the Municipality) compared to the budgeted revenue amount; and
- 3.5 **Provide Regular Reports to Operating Company:** The Authority shall, on a periodic basis as agreed between the Operating Company and the Authority, provide the Operating Company with the Budget versus Expenditure report which specifies the direct costs of operation compared to the budgeted cost.
- 3.6 **Designate Fuel Supplier:** The Authority reserves the right to designate the Operating Company's fuel supplier.
- 3.7 **Provide Vehicle Specifications:** The Authority shall provide specifications for new vehicles which are being acquired by the Operating Company and technical support for the maintenance of existing vehicles presently operated by the operating company.

SECTION 4 - OPERATING COMPANY RESPONSIBILITIES

4.1 **Responsibilities of the Operating Company:** In consultation with the Municipality and the Authority and in accordance with this Master Agreement and the Annual Operating Agreement, the Operating Company shall:

- a) Manage and operate the Transit Service, and supply the services set out in the Service Specifications in Schedule "B" of the Annual Operating Agreement and in accordance with the Budget in Schedule "C" of the Annual Operating Agreement, the rules and regulations in Section 9, below, and supply the reports as set out in Section 10, below.
- b) In accordance with the provisions of the Budget set out in Schedule "C" of the Annual Operating Agreement, operate extra vehicles for the purposes of overloads as may be warranted, but shall not schedule these services beyond five consecutive days of operation without the approval of the Authority and the Municipality. Special transit services may also be operated upon prior approval of the Authority and the Municipality in accordance with the provisions of the Budget set out in Schedule "C" of the Annual Operating Agreement;
- c) Maintain, service and insure the vehicles provided for use in the Transit Service as specified in the lease agreement between the Authority and the Operating Company and in accordance with the preventative maintenance program and maintenance directives of the Authority and must comply with the National Safety Code and any other requirements of the Provincial Motor Vehicle Act and Regulations. The Authority and the Municipality require that all vehicles be maintained in strictly safe and dependable condition at all times. The Operating Company shall contact the Authority for technical advice prior to undertaking any vehicle repair estimated to cost in excess of the limits established by the Authority and specified in Section 10.1, below.
- d) Maintain all vehicles in accordance with the following General Maintenance Standards:
 - i) All vehicles shall be cleaned of unnecessary papers, and swept out daily; particular attention shall be given to the cleanliness and repair of seats.
 - ii) Send representatives to BC Transit Maintenance Seminars.
 - iii) All tires shall be checked with a pressure gauge at least once a week when vehicle is being fuelled. Tires should be inflated as per manufactures specifications.
 - iv) All vehicles available for service shall be washed on a regular basis in order to maintain them in a reasonably clean condition.
 - v) All Vehicles will be thoroughly flushed and disinfected in cases of passenger sickness or accident.
 - vi) A continuing campaign of thorough interior cleaning of seats, walls, ceiling, windows and driver's area shall be carried out with a target frequency of each transit vehicle having the interior thoroughly and completely cleaned four times annually.
 - vii) All vehicles in use shall be serviced at least once daily for fuel, oil, water and lift or ramp serviceability (if so equipped) at end of shift. Any defects shall be reported to the Operating Company designate as soon as possible.
- e) Use maintenance apprentices where practical. Any proposal to employ apprentices to work on transit vehicles must be presented to BC Transit for consideration and approval by the Manager, Custom & Conventional Fleets. In all cases, the work of an apprentice must be performed under the supervision of a licensed mechanic who accepts responsibility for the work. The apprentice labour rate must also be identified separately in Schedule "D" - Payment Schedule of the Annual Operating Agreement
- f) Supply the Authority with a list of all vehicles or equipment (other than vehicles leased from the Authority) which are to be used in the execution of this Master Agreement and the Annual Operating Agreement, stating model, make and year; and insure such vehicles in accordance with Section 13, below;
- g) Provide trained, competent, uniformed and licensed drivers and require such drivers to operate the vehicles and assist the passengers with due care and diligence and use every reasonable precaution to prevent loss or damage to any vehicle because of fire, theft, collision or damage to property or third persons;
- h) Ensure that its servants, employees, agents contractors and others doing business with the Operating Company shall comply strictly with the Rules and Regulations attached hereto as Section 9 and the conditions in the Custom Transit Drivers Manual (applies to Custom and Paratransit only) produced by BC Transit;
- i) Collect from each passenger such fare as set out in the Transit Service Tariff, being Section 12 of this Agreement and Schedule "E" the Annual Operating Agreement;
- j) Be responsible for the collection and security of farebox revenues and the transfer of such revenue to an official or bank designated by the Municipality;

- k) Maintain a Transit telephone information service, to be attended by a competent representative at all times during normal business hours to provide accurate information with respect to the service specification, missed, unmet or late trips, tariff and rules and regulations. The Operating Company shall maintain a complete log of all complaints and suggestions, to include date of call, name and address of the calling party, nature of complaint or inquiry, and the action taken to rectify the matters in question. The Operating Company shall respond to written complaints from the public with respect to the operation of the Transit Service, and refer suggestions to the Municipality. For demand responsive transit service the Operating Company shall maintain a telephone service that may be used by the riders to reserve, cancel and reinstate service. The Operating Company shall train all of its staff in customer service relations through a formal training course and shall instruct its staff members to treat customer service as a major component of its daily provision of service.
- l) Ensure that all vehicles (where applicable) should be equipped with a properly functioning communication system, and the drivers shall maintain a listening radio contact with central dispatch most times during a trip.
- m) Maintain a dispatch service for the custom/paratransit service as described in service specifications notes, Section 8.
- n) Be responsible for the processing and security of all lost property found by an employee or other person on all vehicles. Such processing and security shall ensure maintenance of a log of items found and the issuance of proper receipts to all persons involved when the lost property is returned to the owner or disposed of in a manner keeping with Municipal practices
- o) Inspect the on-street facilities and inform the Municipality of any maintenance or upkeep required;
- p) Keep such records as may be required by the Authority and the Municipality as set out in Section 10, and any other information requested that is available;
- q) Provide the Authority with an audited financial statement upon request;
- r) Be responsible for placing, changing, maintaining and storing interior and exterior transit advertising material in accordance with instructions provided from time to time by the advertising contract company designated by the Authority and Municipality and the fixed costs provisions of Schedule "C" of the Annual Operating Agreement; (if applicable);
- s) Take all necessary and reasonable measures to maintain service during adverse operating conditions, detours and emergencies;
- t) Without the prior written consent of the other parties to this Master Agreement, shall not enter into any Agreement which would adversely affect the budget, Schedule "C" of the Operating Agreement, or the level of service as specified in Schedule "B" of the Annual Operating Agreement to be provided during the term of this Master Agreement or in subsequent periods;
- u) Without prior written consent by other parties, shall not substantially change the corporate structure by way of shareholders, directors or management.

Item "m" applies to Custom and Paratransit Only

- 4.2 The Operating Company confirms and, for greater emphasis, covenants that, save as disclosed in writing by the Operating Company prior to the signing of this contract, no Director, officer or employee of BC Transit or an associate of such Director, officer or employee:
- has any interest in the Operating Company whether by way of ownership, management or control, employment or otherwise including any contractual relationship; or
 - has or is entitled to have any interest in this contract or any benefit arising therefrom.

- 4.3 The Operating Company further covenants and agrees that the provisions contained in Section 4.2 above, is a fundamental condition of this contract, and any breach thereof shall entitle BC Transit, at its sole discretion, to terminate this contract whereupon:
- the Operating Company shall reimburse BC Transit for any loss which it sustains as a result of termination; and
 - the Operating Company shall waive and be deemed to have waived any right or recourse or claim for compensation against BC Transit thereby arising;

Item 4.4 (ii) applies to Custom and Paratransit Only

- 4.4 It is the responsibility of the Operating Company to:
- maintain proper books of account and supporting records, including audit trails from books of account back to source documents.
 - Be responsible for maintaining records of passengers carried and revenue collected including books of account back to daily passenger and revenue records. Such revenues shall be delivered to the Municipality monthly or as required by the Municipality;

SECTION 5 – INDEMNITY

- 5.1 The Operating Company shall indemnify and save harmless the Municipality and the Authority from any suit, claim, loss, damage of any nature or kind whatsoever arising out of or connected with the Transit Service provided by the Operating Company pursuant to this Master Agreement and/or the Annual Operating Agreement; and without restricting the generality of the foregoing shall conform to the insurance requirements of Section 13 of the Annual Operating Agreement. Without restricting the generality of the foregoing, the Operating Company shall conform to the insurance requirements of Section 13 of the Annual Operating Agreement and maintain in effect such employee benefits and insurance as required by law or collective agreement.

SECTION 6 - PAYMENT ALTERATIONS

- 6.1 Variable Costs: Failure by the Operating Company and/or its employees to provide service in accordance with the Service Specification shall result in a deduction from the Variable Cost payments, as specified in Schedule "D" of the Annual Operating Agreement. The Operating Company shall not be penalized with reduced payments when routes are obstructed by snow or other similar "Acts of God" or work projects performed by or for the Municipality. Obstruction caused by other parties shall result in adjustments as outlined above. A written statement of deleted Revenue Hours and deleted Revenue Kilometres shall be submitted monthly to the Authority stating: the amounts of losses, dates, time and causes. The Variable Hourly Rate will be adjusted based on changes to the Canada Pension Plan and Employment Insurance rates used to calculate the Variable Hourly Rate. The Operating Company will be compensated for increases in these rates above those used for the Variable Hourly Rate calculation and the Authority requires repayment for decreases in these rates
- 6.2 Fixed Costs: In the event that the Operating Company fails in the due performance of any part of this Master Agreement and/or the Annual Operating Agreement, the Municipality and the Authority may agree, at their discretion, to make such arrangements as they consider necessary to provide the services which are the subject of this Master Agreement. In the event of any such failure to perform, a pro rata allocation of Fixed Costs, as specified in Schedule "D" of the Annual Operating Agreement, Section 1(b) shall be deducted for each day or part day that such failure continues. Any loss, damage or deficiency that may in consequence arise shall be deducted out of any moneys otherwise payable to the Operating Company under the terms of this Master Agreement and/or the Annual Operating Agreement and should said moneys so deducted not be sufficient to indemnify and cover such losses, the deficiency then due shall be charged against the Operating Company.
- 6.3 Fuel Costs:
In the event that the diesel fuel costs specified in Section 1(e) of Schedule "D" of the Annual Operating Agreement is exceeded (if applicable), the Operating Company may request payment in writing in accordance with the Variable Distance provision contained in Schedule "C" of the Annual Operating Agreement to receive compensation for the difference between the price specified in Section 1(e) of Schedule "D" of the Annual Operating Agreement and the actual price paid for such fuel. In the event that fuel prices fall below the diesel fuel price specified in Section 1(e), Schedule "D" of the Annual Operating Agreement, the Authority shall require repayment for the difference between the price specified in Section 1(e), Schedule "D" of the Annual Operating Agreement and the actual price paid for such fuel. In either case, amendments must be made monthly and documented by an example of the fuel supplier's invoice for each price change and a schedule detailing the volume of fuel purchased during the term of the Annual Operating Agreement up to and including the period for which payment is being requested.

SECTION 7 - TRANSIT SERVICE AREA

- 7.1 Transit Service Area: The boundaries of the Transit Service Area shall be as defined in Schedule "A" of the Annual Operating Agreement.

SECTION 8 - SERVICE SPECIFICATION NOTES

8.1 Specification Summary: For purposes of this Service Specification, Scheduled Revenue Service is calculated according to the current Public Timetable. With reference to the Payment Schedule in Schedule "D" of the Annual Operating Agreement, Revenue Hours and Kilometres (if applicable) are detailed in Schedule "B" of the Annual Operating Agreement.

8.2 Extra (Overloads and Special) Service: Subject to the availability of Extra Service funds in the Budget, being Schedule "C", of the Annual Operating Agreement, the Operating Company shall:

- a) have the capability of operating additional vehicles for the purposes of overloads or special services, and shall operate such services given the availability of vehicles and reasonable advance notice. The Operating Company shall be paid for the operation of extra service at the rates set forth in Schedule "D" of the Annual Operating Agreement; and
- b) be empowered, within the conditions of Section 4 (1) (b), to operate additional vehicles without prior approval in order to prevent a pass-up of passengers due to full loading of a vehicle, or in reasonable expectation of a pass-up, or to maintain regular service under adverse operating conditions. The Operating Company shall be paid at the rates set forth in Schedule "D".

8.3 Specification Amendment: The Operating Company shall be notified of any and all intentions to amend or modify the Service Specification contained in Schedule "B" of the Annual Operating Agreement at least one (1) month in advance of the intended effective date of the proposed amendment. All amendments to the services specified in this Schedule "B" shall be documented in Amendments to this Schedule, and shall contain a detailed description of the amendment. Amendments to the Service Specification within the terms of this Agreement shall only be proposed when the estimated cost of the amendment is within the contingency provision of the Budget contained in Schedule "C".

Item "8.4" applies to
Custom and Paratransit
Only

8.4 Operating Procedures, Reservations and Dispatching: In the event that the Operating Company provides accessible building entrances service for eligible users, the Operating Company shall:

- i) provide general information to callers regarding the transportation service provided for persons with a disability, including user registration information;
- ii) accept as many non-regularly and regularly scheduled trips as possible consistent with passenger capacity and the availability of vehicles;
- iii) notify callers of alternate service times where unable to supply requested service time;
- iv) accept notice of cancellations or reinstatement of service and adjust service accordingly;
- v) schedule trips in such a manner that the number of passengers carried per unit of distance/time travelled is maximized;
- vi) endeavour to pick up and deliver passengers at the prescheduled times to the best of their ability;
- vii) be able to provide Special Group Trips periodically, at times when vehicles and drivers are available and do not disrupt scheduled service. Special Group Trip service will be provided at an hourly rate to facilitate full cost recovery as outlined in Schedule "D" of the Annual Operating Agreement. Special Group Trips will not exceed the boundaries of the ICBC coverage (160 KMS) unless written permission is given in advance by the Municipality and BC Transit.

Item "8.5" applies to
Custom and Paratransit
Only

8.5 Taxi Supplement Service:

Where the service for custom and paratransit includes the use of a taxi supplement as specified in Schedule "C" of the Annual Operating Agreement, taxis are to be dispatched by the custom transit operating company. Taxis should be used in the same manner as regular custom transit vehicles i.e. as a shared-ride public transit service.

The operating company will give company(s) with wheelchair accessible vehicles the first opportunity to provide service. If there is more than one company with wheelchair accessible vehicles, the operating company will endeavour to give each of the companies an opportunity to provide service. If they are unable to accommodate the ride(s), then a company with non-accessible taxis may be used.

SECTION 9 - RULES AND REGULATIONS

The Operating Company shall ensure that all drivers adhere to the following rules and regulations.

- 9.1 Drivers shall deal in a courteous and professional manner with passengers at all times. All drivers and other employees in contact with the public shall be fully conversant with the custom transit user eligibility criteria (where applicable), service schedules, timetables, fares, and the applicable Rules and Regulations in this Section.
- 9.2 The Operating Company shall set and enforce standards of dress and grooming for its employees, within the limitations imposed by the BC Human Rights Code or any other law, and shall be subject to periodic scrutiny and approval by the Authority.
- 9.3 The Operating Company shall maintain a reliable clock at its operation centre, to be checked daily against a reliable standard; and shall ensure that its employees operate according to this standard.
- 9.4 Route and destination signs are to be correctly displayed for the next trip immediately prior to the completion of the previous trip.
- 9.5 Transit drivers are required to announce all route deviations and temporary bus stop changes.
- 9.6 A driver shall not unreasonably refuse passage to any passenger, but reserves the right to refuse to carry in any transit vehicle and order to leave the transit vehicle, any person who is ill to the point of endangering the health of other passengers, intoxicated, boisterous, disorderly or profane, or who for any other reason may be offensive or dangerous to the driver or other passengers, or property of passengers, the Operating Company, the Authority or the Municipality. A person refused passage should not be left at any point where he/she is likely to be exposed to danger. Extreme care shall be observed in this respect during cold or inclement weather, late at night, or when the passenger is intoxicated. The Operating Company may refuse service to any individual whose wheelchair in the opinion of the Operating Company, poses a safety hazard to the occupant or to the other passengers in the vehicle.
- 9.7 With the exception of a Guide Dog accompanying a blind person or hearing disabled person, dogs and other pet animals are not to be carried on vehicles.
- 9.8 Folded baby buggies and large packages may be carried only when they cause no inconvenience or obstructions to other passengers. The Operating Company may refuse to allow any passenger to bring on board any vehicle anything that in its opinion might cause danger or inconvenience to its employees or other passengers, or might soil or damage property of its employees, other passengers, the Operating Company, the Municipality or the Authority.
- 9.9 Smoking or the consumption of beverages by passengers and drivers inside any vehicle in service is prohibited.
- 9.10 Passengers must deposit own fare in the farebox; drivers are not permitted to handle money or tickets except when the passenger is unable to do so. The farebox inspection plate shall be tripped after each deposited fare.
- 9.11 Public Timetables shall be available on board all vehicles when in service.
- 9.12 Solicitation of passengers on transit vehicles by drivers or others for purposes not required under this Master Agreement and/or the Annual Operating Agreement is forbidden.
- 9.13 Driver Assistance Policy
 - a) The custom transit service provides service to and from accessible building entrances. The driver shall assist the passenger from the door at the pick-up point, to the door at the drop-off point.
 - b) Drivers shall assist individuals who may have difficulty securing their own seat belts. Drivers shall safely secure wheelchairs once inside the vehicle. Drivers shall endeavor to ensure that all passengers use seat belts as required under by the British Columbia Motor Vehicle Act. The definition of assistance does not require the carrying of an individual up or down steps, or the carrying of parcels to and from the vehicles.

Items "9.4 & "9.5" apply to Conventional and Paratransit fixed route/fixed scheduled services only

Item "9.10" applies to Conventional and Paratransit Only

Item "9.13" applies to Custom and Paratransit Only

Item "9.14" applies to
Custom and Paratransit
Only

9.14 Passenger Escort and Attendant Policy –

- a) Passengers requiring assistance beyond that outlined in Section 9.13 above must travel with an attendant.
- b) Escorts and attendants should as a general rule be picked up and dropped off at the same point as the registered user they are accompanying.
- c) Registered users wishing to travel with an escort or attendant must notify the dispatcher when booking the trip. Escort trips may be limited due to space restrictions.

Item "9.15" applies to
Custom and Paratransit
Only

9.15 Cancellation and No-Show Policy –

- a) Users will be encouraged to cancel trip requests as soon as possible.
- b) Habitual no-shows or non-cancellations may be grounds for a review and potential temporary suspension of registrant privileges by the Operating Company. The Operating Company shall advise the Authority of any such situations prior to implementing any suspension of privileges.

9.16 Stopping Policies: Vehicles will stop for boarding or alighting passengers upon request at all designated bus stops, flag stops and safe spots which may be established by the Municipality, and which meet safety and operating requirements of the Operating Company. Vehicles will carry passengers at all times when in Revenue Service unless otherwise specified.

9.17 Scheduled Transfer Connections: As indicated by the schedules or as directed by dispatch, timed transfer connections are designed for the convenience of passengers and the Operating Company will endeavour to ensure that such connections can be made whenever practicable.

SECTION 10 - REPORTS

The following reports shall be prepared by the Operating Company on a regular basis and submitted to the Authority:

10.1 Monthly:

- a) Contractor's Invoice for Transit Operation
- b) Fuel and Kilometre Report
- c) Work Orders for Vehicle Repair including the Authority's authorization number for all vehicle repairs in excess of \$1,500.00 for conventional transit and \$500 for custom and paratransit.
- d) Monthly Revenue Service Checklist – Applies to Conventional Transit Only
- e) Road Call Analysis Report – Applies to Conventional Transit Only
- f) Custom/Paratransit Monthly Statistics Summary – Applies to Custom and paratransit Only
- g) Taxi Saver Sales Record & Inventory Control and Taxi Saver Monthly report – If Applicable
- h) Maintenance Cost Tracking Report – Applies to Custom and Paratransit Only

10.2 Within 24 hours of a passenger or vehicle accident:

- a) Vehicle Accident Report Form. In the case of serious personal injury as a result of an accident, the Authority should be notified as soon as possible during normal office hours.

10.3 On Request:

- a) Complaint Log
- b) Maintenance circulars supplied by the Manager of Conventional and Custom Fleet.
- c) Trip Request and Driver Log Forms – Applies to custom and paratransit only
- d) Maintenance Invoices
- e) Separate Custom and Paratransit Report for Special Group Trips

SECTION 11 - MARKETING

The Authority shall provide:

- 11.1 Telephone Listings: For the purpose of convenient access to information and inquiries, a Yellow Pages Directory telephone listing will be arranged by the Authority.
- 11.2 Public Timetables: A system timetable will be produced for each major system revision, and will be reprinted as required.
- 11.3 Rider's Guide Supplements: A timetable supplement will be issued for individual route, schedule or other significant service changes where warranted for the convenience of the public.
- 11.4 Interior Vehicle Advertising: Within the terms of the Transit Advertising Agreement, the Authority and the Municipality shall provide advertising or notices related to the Transit Service, for the interior advertising spaces on the vehicles.
- 11.5 Newspaper Advertising: A program of newspaper advertising conforming to the Authority's graphic identity standard will be implemented to advertise changes in routes, schedules or fares, as approved by the Municipality; and special services that may be operated from time to time, as approved by the Municipality.
- 11.6 Radio Advertising: A program of radio advertising may be implemented to advertise changes in routes, schedules or fares, as approved by the Municipality; and special services that may be operated from time to time, as approved by the Municipality.
- 11.7 Bus Stop Decals: Decals will be supplied for vehicle stop signs as required.
- 11.8 General Promotion: Additional media to be employed in the promotion of the Transit Service may include press releases for significant events, complimentary public and institutional promotion; and major schedule and information displays.
- 11.9 Bus Stop Signs: will be provided for designated stops. Poles, installation and maintenance are the responsibility of the Municipality.

SECTION 12 - TARIFF NOTES

12.1 Passenger Categories: There shall be the following passenger categories:

- a) Child - a person who is under five (5) years of age.
- b) Student - a person, other than a child, who is:
 - i) under the age of 21 years; and
 - ii) regularly attending classes at a public or private school at or below the level of Grade 12; and
 - iii) the holder of a current Student I.D. Card or other identification approved by the Municipality.
- c) Senior - a person who is sixty-five (65) years of age or over and the holder of valid identification.
- d) handyDART Registrant – Eligible handyDART user in possession of a valid handyPASS.
- d) Adult - a person not defined as a child, student or senior.
- e) Concession Pass – Student/ Senior or handyDART Registrant user as defined above.
- f) Accessible Transit Attendant-A person accompanying a registered handyDART user in possession of a valid handyPASS.

12.2 Mode of Payment: There shall be the following modes of payment:

- a) Fare - an entitlement to ride upon the services of the Transit Service, as defined in terms of the Passenger Category, time and Zones of travel.
- b) Cash - legal tender issued by the authority of the Government of Canada for use as money, or the equivalent in legal tender issued by the authority of the Government of the United States of America for use as money
- c) Ticket - a prepaid form of fare, issued by the Municipality, for use in lieu of cash, for payment of a single fare.
- d) Single Fare - payment of a fare by means of cash or ticket, for individual travel within designated zones, and within a specified period of time.
- e) Transfer - a transfer issued by the Transit Service upon payment of a single fare, to enable a passenger to travel within specified fare zones, within a specified period of time.
- f) Pass - a pass issued under authority of the Transit Service for use as a fare, subject to specified terms of use.
- g) One-day Pass - a Pass valid only on the date of issue
- h) Monthly Pass - a Pass valid only for the month issued.
- i) Student Pass - a Pass valid only for the month issued.
- j) Multi Trip Ride Card – a card valid for 1-20 prepaid rides
- k) 30 Day Trip Card – a card valid for 30 consecutive days after first validation.
- l) Time Based Card – a prepaid card of more than 30 day duration.
- m) BC Bus Pass - a Pass available to BC residents who receive:
 - Federal Guaranteed Income Supplement with the Old Age Security Pension or Spouse's Allowance (60 years and older);or
 - Disability allowance under BC Benefits (18-64 years of age)
- n) Canadian National Institute of the Blind Pass – a pass available to those who are certified by the Institute and are residents of B.C.
- o) Multi-Destination Trips –
Single trip requests with two or more destinations booked shall be scheduled and dispatched so that each link between a particular pair of requested destinations is considered as a separate trip request with a separate fare charged for each.

Item "o" applies to Custom and Paratransit Only

12.3 Terms and Conditions: There shall be the following terms and conditions:

- a) Young Children - Not more than four children under five years of age who board a vehicle with, and who are at all times accompanied by an Adult, Student or Senior, shall be carried free.
- b) Proof of fare when boarding - Each passenger boarding a transit vehicle must present proof of a valid fare by means of either:
 - i) deposit of correct Fare in the farebox, plus presentation of any entitlement to a reduced fare; or
 - ii) presentation of a valid Transfer or Pass.
- c) Transfer - A Transfer will be issued and honored only upon compliance with all of the following conditions:
 - i) issued only at time a valid single fare is paid;
 - ii) valid only on day issued, for the specified amount of time from the time issued noted in Schedule E of the Annual Operating Agreement;
 - iii) valid for use only by the individual for whom originally issued;
 - iv) valid for travel towards or within the fare zone indicated by transfer color and/or punch mark;
 - v) valid only when presented face-up and unfolded; void if mutilated or altered;
 - vi) not valid for re-use on vehicle of origin within first 15 minutes of issue, except at a terminal or layover point.
- d) BC Bus Pass - A Provincial Pass honored only upon compliance with all of the following conditions:
 - i) valid only for year indicated;
 - ii) valid within all fare zones;
 - iii) valid only when presented face-up and unfolded; void if mutilated or altered;
 - iv) valid only when presented with signature of bearer.
- e) CNIB Pass - A Canadian National Institute of the Blind pass will be honored only upon compliance of the following conditions:
 - i) valid only for year indicated;
 - ii) valid within all fare zones;
 - iii) valid only when presented face-up and unfolded; void if mutilated or altered;
 - iv) valid only when presented with signature of bearer.

SECTION 13 - INSURANCE

- 13.1 Insurance: The Operating Company and the Authority shall purchase and maintain in force throughout the term of this Agreement, insurance policies covering the perils specified herein as set out below. As evidence of insurance coverage, the Operating Company shall deposit with the Authority, copies of the insurance policies the Operating Company is required to purchase in accordance with this Master Agreement and the Annual Operating Agreement.
- 13.2 Minimum Insurance Coverage Requirements: The following minimum insurance coverage shall be purchased and maintained throughout the term of this Master Agreement and the Annual Operating Agreement:
1. Vehicle Insurance:
 - a) The Operating Company shall purchase and maintain insurance on all vehicles used by the Operating Company in the operation of the Public Passenger Transportation System under this Agreement as follows:
 - i) Third party liability insurance of One Million Dollars (\$1,000,000.00) purchased from the Insurance Corporation of British Columbia.
 - b) The Authority shall purchase and maintain insurance on all revenue vehicles used by the Operating Company in the operation of the Public Passenger Transportation System under this Agreement as follows:
 - i) Third Party Liability insurance in excess of One Million Dollars (\$1,000,000.00) to a total limit of Twenty-Five Million Dollars (\$25,000,000.00).
 - ii) Collision or upset insurance \$1,000.00 deductible.
 - iii) Comprehensive insurance covering hazards such as fire, theft, vandalism, glass breakage, falling trees, wind-storms, etc. \$500.00 deductible.
 2. Physical Assets Leased from the Authority : (where applicable)
 - a) The Authority shall purchase and maintain insurance on all Physical Assets leased from the Authority, pursuant to the terms of the individual lease agreements with the Operating Company and respecting said Physical Assets.
 - b) Without limiting the generality of the foregoing, such insurance shall be in the name of the Authority and shall include a waiver of subrogation against the Operating Company. The insurance shall be in accordance with the laws in force and in effect in the Province of British Columbia.
 - c) The amount of such insurance for the respective categories of Physical Assets shall be not less than as follows:
 - i) Buildings and Structures Including Leasehold Improvements. The Authority shall purchase and maintain insurance on all buildings and structures on a standard all risk form including boiler explosion, flood and earthquake where applicable, in an amount not less than the full replacement value thereof as determined by the Authority.
 - ii) Other Chattels and Equipment. The Operating Company shall purchase and maintain insurance on all chattels and equipment not otherwise insured under this Schedule against loss or damage from all risks, in an amount not less than the full replacement value thereof.
 - 3) Physical Assets Owned by the Operating Company or Leased from a Party other than the Authority (where applicable)
 - a) The Operating Company shall purchase and maintain insurance on all Physical Assets owned or leased by them from a party other than the Authority, to the same extent as specified in Section (2), above, except that contrary to Section (2) the Operating Company shall determine the full replacement value thereof.

- 4) Comprehensive General Liability Insurance:
- a) The Authority shall take out and maintain Comprehensive Third Party General Liability Insurance covering the operation of the Public Passenger Transportation system specified in Schedule "B" of the Annual Operating Agreement on an occurrence basis in an amount not less than Twenty-Five Million Dollars (\$25,000,000.00). Such insurance shall include the Operating Company and the Municipality as an additional insured party and further, the policy shall apply to each insured in the same manner and to the same extent as if a separate policy has been issued to each of the insured parties.
 - b) The Authority's comprehensive general liability insurance does not extend to cover non-transit activities a company may be engaged in unless specifically arranged for. If the Operating Company performs work outside of the terms of this Master Agreement and/or the Annual Operating Agreement, the Operating Company will require separate C.G.L. coverage for that work.
- 5) Additional Covenants:
- a) The Operating Company covenants that it shall not knowingly permit, suffer, allow or connive at the use or operation of any vehicle in respect of this Agreement by any person, or in any way, or for any purpose, contrary to the provisions of the Insurance (Motor Vehicle) Act or any regulations pursuant thereto. The Operating Company shall indemnify and save harmless the Authority from any breach of this covenant.
 - b) It is mutually understood and agreed that the responsibilities to acquire and maintain policies of insurance pursuant to this Master Agreement and/or the Annual Operating Agreement shall be restricted and limited to the provisions of this Section 13.

SECTION 14 - PREVENTION OF WORKPLACE HARASSMENT POLICY

- 14.1 Vision: The Operating Company shall be committed to the prevention of harassment in the workplace and recognizes its responsibility to create an environment based on mutual respect, cooperation, and understanding which is shared among all employees. The Operating Company will make every effort to ensure that no employee or anyone having a work relationship with any employee, is subjected to any form of harassment. The Operating Company accepts, without qualification, that every employee is entitled to a work environment that is free of any form of harassment.
- 14.2 Responsibility: The Operating Company is responsible for understanding what harassment is, its ramifications and ensuring that the workplace is harassment free. All employees have a responsibility not to harass any other employee(s). Managers and Supervisors have a positive responsibility to create and maintain a work environment free of all forms of harassment. They must demonstrate leadership through action and example by preventing and discouraging workplace harassment. The Operating Company and its employees shall:
- (i) understand and uphold the principles of this policy and the BC Human Rights Act;
 - (ii) not engage in behavior contrary to this policy and ensure that all employees within its workplace are treated fairly and equitably;
 - (iii) communicate the Operating Company's objective to create and maintain a harassment free work environment;
 - (iv) not allow, condone, or ignore workplace behavior contrary to this policy; and
 - (v) respond appropriately to complaints of harassment.
- 14.3 Confidentiality: The Operating Company will make every reasonable effort to ensure that the name of the complainant and/or circumstances relating to the complaint will be kept confidential except when disclosure is necessary for the purposes of investigation or disciplinary action. Confidentiality is not the same as anonymity. If a complainant chooses to pursue a complaint, he or she must be prepared to be identified so the respondent is informed of the allegations and has the opportunity to respond.
- 14.4 Definitions: The following definitions shall apply to this Section 14 of this Master Agreement:
- (a) **"Employees"** shall mean all of the Operating Company's employees, supervisors, managers and Board members (if applicable) for the purpose of this policy.
 - (b) **"Harassment"** shall mean any unacceptable, unwelcome conduct or comment that has the effect of:
 - (i) causing intimidation or humiliation to any employee, or
 - (ii) undermining the employment relationship, or
 - (iii) on reasonable grounds, being perceived as placing an improper condition on employment or
 - (iv) being considered discriminatory under the BC Human Rights Act.

Harassment may occur during an incident or over a series of related or unrelated incidents.

Harassment may take place at work or away from work, or between or amongst employees where there is a sufficient link between the conduct or comment complained of and the operation of the workplace.

Harassment can include, although is not limited to, the following actions and/or behaviors: verbal or physical abuse, derogatory remarks; display of pornographic or offensive materials; unwelcome invitations or request; jokes inconsistent with this policy; innuendoes or taunts about a person's body or beliefs; unnecessary physical contact; threats; leering; outright physical assault; intimidation; practical jokes that cause awkwardness or embarrassment; and retaliation against an individual who has made a complaint of harassment.

An action or behavior can become harassment if it is perceived as such, regardless of the intention of the initiator.

The British Columbia Human Rights Act prohibits discrimination against a person with respect

to employment or any term or condition of employment because of race, color, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age of that person, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

- (c) Sexual harassment can include, although it is not limited to the following actions and/or behaviors: sexual advances, requests for sexual favors, or other verbal or physical conduct by a person who knows or ought reasonably to know that the context or comment is unacceptable and/or unwelcome.
- (d) Improper condition on employment is when the conduct or comment:
 - i) is accompanied by a reward, or an express or implied promise of a reward, for compliance, or
 - ii) is accompanied by reprisal, or an express or implied threat of reprisal, for refusal to comply, or
 - iii) is accompanied by actual denial or threat of denial of opportunity for refusal to comply, or
 - iv) has the effect of creating an intimidating, hostile, or offensive environment.

SECTION 15 – CANCELLATION

- 15.1 Cancellation by the Authority or the Municipality: In the event that the Authority or Municipality decides to terminate this Agreement for any reason whatsoever, the Authority or Municipality shall provide at least Ninety (90) days prior written notice of its decision to terminate this Agreement.
- 15.2 Cancellation by the Operating Company: In the event that the Operating Company decides to terminate the Annual Operating Agreement, and by extension this Agreement, for any reason whatsoever, the Operating Company shall provide the Authority with at least Ninety (90) days prior written notice of its decision to terminate this Agreement.
- 15.3 Cancellation due to Breach of Contract: The Authority and the Municipality retain the right to terminate the Annual Operating Agreement, and by extension this Agreement, upon breach by the Operating Company of any term or covenant hereof, or to do work not properly carried out by the Operating Company. In the event of any such cancellation, the Operating Company shall be entitled to no compensation other than for services rendered up to the date of said cancellation, as computed at the rate for Variable Costs and a pro rata allocation on a daily basis for Fixed Monthly Costs and maintenance costs specified in Schedule "D" of the Annual Operating Agreement.

SECTION 16 - SETTLEMENT OF DISPUTES

- 16.1 Arbitration: In the event of any dispute arising between or among the parties as to their respective rights and obligations under this Master Agreement and/or the Annual Operating Agreement, or in the event of a breach of this Master Agreement and/or the Annual Operating Agreement, the parties agree to use their best efforts to find resolution through a mediated settlement. However, in the event that mediation is not successful in finding a resolution satisfactory to both parties, any party shall be entitled to give to the others notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matter then in dispute, agree to submit the same to a single arbitrator in accordance with the applicable statutes of the Province of British Columbia.

SECTION 17 - TERM AND RENEWAL

- 17.1 Term of Master Agreement: The term of this Master Agreement shall be in effect indefinitely except as otherwise provided herein. The term of the Annual Operating Agreement shall be one year. It is acknowledged by the parties that in the event of termination or non-renewal of the Master Agreement or the Annual Operating Agreement, both agreements shall likewise be so terminated or not renewed, as the case may be. A new Master Operating Agreement shall be drawn up in the case of a change in Operating Companies.

SECTION 18 – SCHEDULES

- 18.1 Schedules: The schedules attached hereto shall form part of this Agreement and be binding on the parties hereto as though they were incorporated into the body of the Agreement.

SECTION 19 - AMENDMENT

- 19.1 Amendment: This Master Agreement, the Annual Operating Agreement and the Schedules attached thereto, may be amended only with the prior written consent of all parties.

SECTION 20 - ASSIGNMENT

- 20.1 Assignment: This Master Agreement and the Annual Operating Agreement shall not be assignable without the prior consent of the other parties.

SECTION 21 - Enurement

- 21.1 Enurement: This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.

SECTION 22 - ELIGIBILITY GUIDELINES

Section 22 applies to
Custom transit only

Custom Transit provides transit service to and from accessible building entrances for persons with disabilities who are unable to use the regular fixed-route transit system without assistance. B.C. Transit Regulation under the British Columbia Transit Act designates the following persons as eligible for custom transit service:

- a) Persons with a disability as defined under the Disability Benefits Program.
Persons with a disability means a person:
 - i) Who is 18 years of age or older
 - ii) Who, as a direct result of a severe mental or physical impairment,
 - Requires extensive assistance or supervision in order to perform daily living tasks within a reasonable time, or
 - Requires unusual and continuous monthly expenditures for transportation, for special diets or for other unusual but extensive and continuous need, and
 - iii) Who has confirmation from a medical practitioner that the impairment referred to in paragraph (ii) exists and
 - Is likely to continue for at least 2 years
 - Is likely to continue for at least one year and is likely to recur.
- b) persons who have a disability, either permanent or temporary, confirmed by a medical practitioner that is sufficiently severe that the person is physically unable without assistance to use conventional transit service."

Section 23 applies to
Custom transit only

SECTION 23 - USER REGISTRATION PROCESS

The Operating Company shall implement the following procedures that shall apply to the registration of custom transit service users:

- a) The potential user telephones or writes the Operating Company. The Operating Company requests information respecting the person's disability that prevents them from using conventional public transit. A trip for the user may be scheduled at this time. All potential users must complete a Custom Transit Application Form and, if required, a Medical Verification Form.
- b) The driver is to provide new users with a custom transit system Rider's Guide at the first pick-up.
- c) If the driver, when providing service, feels the user's eligibility for service is questionable, the matter is to be brought to the attention of the manager of the Operating Company. The Operating Company is to request that the user submit, within 30 days, a Medical Verification Form verifying the user's inability to use fixed-route public transit. This form is to be returned to the operating company.

The custom transit Application Form and Medical Verification Form is to be supplied by the Authority. The Application sets out the eligibility guidelines described in Section 22. Verification of the Application is to be done by a medical practitioner, or by a senior official of a recognized social service or health agency.

The Operating Company will determine eligibility based on the written application and inform the user of the decision. If no application with verification is received within 30 days, the Operating Company may determine that the person is not eligible and discontinue service. The Operating Company is to maintain all completed application forms on file.

- d) All user records are the property of the Authority. The Operating Company and the Authority shall keep records in a strictly confidential manner. The Authority shall have access to review the Operating Company's user records at all times.
- e) Twice a year, the Operating Company is to remove records of persons who have not used the service for six months and retain these records in an inactive file.
- f) The Authority reserves the right to monitor the Operating Company's fulfilment of its obligations respecting user registration by:
 - i) examining user registration records and user application forms;
 - ii) on-board checks;
 - iii) drawing a sample of users and requesting that they submit a written application to verify eligibility.

SECTION 24 – Incorporation of Master Agreement into Annual Operating Agreement

Upon execution, this Master Agreement shall be deemed to be integrated into the current Annual Operating Agreement, once executed, and thereafter the Master Operating Agreement and the current Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for purposes of the British Columbia Transit Act, as amended from time to time.

SECTION 25 - Notices and Communication

All notices, claims and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a responsible officer of the party hereto to whom it is addressed or if mailed by prepaid registered mail, to:

THE DISTRICT OF SUMMERLAND
c/o Treasurer
13211 Henry Avenue
Summerland, BC V0H 1Z0

and to

BC TRANSIT
c/o President & CEO
520 Gorge Road East
Victoria, BC V8W 2P3

and to:


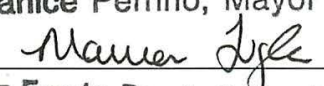
PENTICTON AND DISTRICT COMMUNITY RESOURCES SOCIETY

c/o Mgr. Finance & Operations
330 Ellis St.
Penticton, BC V2A 4L7

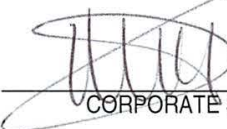
and, if so mailed during regular mail service, shall be deemed to have been received five (5) days following the date of such mailing.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and where a party is a corporate entity the seal of such party has been affixed hereto in the presence of its duly authorized officer this 28 day of Feb, 2011.


THE CORPORATE SEAL OF THE DISTRICT OF SUMMERLAND has been hereto affixed in the presence of:


Janice Perrino, Mayor

Maureen Fugeta, Deputy Corporate Officer

THE COMMON SEAL OF BRITISH COLUMBIA TRANSIT has been hereto affixed in the presence of:


PRESIDENT AND CEO

CORPORATE SECRETARY

THE CORPORATE SEAL OF PENTITION AND DISTRICT COMMUNITY RESOURCES SOCIETY has been hereto affixed in the presence of:





THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: June 22, 2015
TO: Council
FROM: Linda Tynan, Chief Administrative Officer
SUBJECT: UBCM Minister Meetings

RECOMMENDATION:

That council discuss potential issues/topics to bring forward for discussion with Cabinet Ministers at UBCM and provide direction to staff to request appointments.

BACKGROUND:

The annual Union of BC Municipalities (UBCM) conference will be held in Vancouver in September 2015. During the conference, there is an opportunity for local governments to meet with the Premier and cabinet ministers to discuss items that they would like to bring forward. Local governments typically receive 15 minutes during these appointments.

These meetings must be requested through an online system. Not all requests are accommodated due to the number of local governments who participate. The Provincial government is now taking requests and the system will be open until mid-August.

Last year, the District of Summerland met with:

Premier, Minister of Community, Sports and Cultural Development, Minister of Health and Minister of Agriculture: re: Water Separation

Minister of Forest, Lands and Natural Resources and Minister of Environment re: BC Dam Safety Regulations and Strategic Wildfire Prevention

Council has previously indicated that there may be value in requesting a meeting with the Minister of Transportation (Highways).

Ministries

1. Aboriginal Relations and Reconciliation
2. Advanced Education
3. Agriculture
4. Children and Family Development
5. Community, Sport and Cultural Development
6. Education
7. Energy & Mines (Responsible for Core Review)
8. Environment
9. Finance
10. Forests, Lands & Natural Resource Operations
11. Health
12. International Trade (Responsible for Asia Pacific Strategy & Multiculturalism)
13. Jobs, Tourism & Skills Training (Responsible for Labour)
14. Justice & Attorney General
15. Natural Gas Development (Responsible for Housing)
16. Premier
17. Social Development and Social Innovation

- 18. Technology, Innovation and Citizen's Services
- 19. Transportation & Infrastructure
- 20. Minister of State for Tourism and Small Business

There is also an opportunity to book appointments with senior staff at BC Agencies, Commissions and corporations.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'L. Tynan', with a stylized flourish at the end.

Linda Tynan, Chief Administrative Officer



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: June 3, 2015
TO: Linda Tynan, Chief Administrative Officer
FROM: Maureen Fugeta, Corporate Officer
SUBJECT: Municipal Insurance Association of BC (MIABC) – Voting Delegates

STAFF RECOMMENDATION:

THAT Councillor Richard Barkwill be appointed as 'voting delegate' for the Annual General Meeting of the subscribers of the Municipal Insurance Association of BC (MIABC), taking place during the UBCM Convention September 21st to 25th, 2015.

AND THAT Councillor's Toni Boot and Janet Peake be appointed as 'alternate' voting delegates.

PURPOSE:

To appoint one voting delegate and two alternates for the MIABC Annual General Meeting.

BACKGROUND:

The District of Summerland has been requested by the Municipal Insurance Association to appoint voting delegates to vote the interests of the District of Summerland at their next Annual General Meeting being held during the UBCM Convention. This appointment must be done by Council resolution.

Respectfully submitted,

Maureen Fugeta

Maureen Fugeta
Corporate Officer

Approved for Agenda

CAO – Linda Tynan June 16, 2015



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: June 22, 2015
TO: Council
FROM: Linda Tynan, Chief Administrative Officer
SUBJECT: Busking Policy

RECOMMENDATION

That council pass the following resolution:

That council direct staff to circulate draft Policy 100.14: Busker/Street Performer Policy to potential buskers, business community, public, etc. for comment and present a final draft to council for consideration.

PURPOSE:

To review the proposed Busking/Street Performer policy and provide direction to staff before circulation of draft policy for public comment.

BACKGROUND:

Council directed staff to create a Busking/Street Performer Policy. A proposed policy (attached) has been developed and is attached. Prior to adoption of the policy, the District of Summerland should receive input on the proposed policy from the business community, potential buskers/street performers, District staff, etc.

There are a number of key points in busking policies which council may wish to comment upon. Some of these include:

- 1. Manner in which buskers/street performers are controlled**
Municipalities vary in the method used to authorize street busking. These methods include permitting (proposed), conditions of business licenses, designation of "Licensed Areas", auditions, etc.
- 2. Limitations on certain "performances"**
Such limitations may include drums (see #8), dangerous objects (#6), or flaming objects (#7)
- 3. Hours of the day that performances are allowed (#13)**
- 4. Business community input on permitting street performers**
Should businesses be allowed to disallow street performers to display a sign "No Street Performers" and/or should the street performer require permission of the business that they will be performing in front of. Or should all street performers who receive a permit from the municipal office be allowed to perform in the designated area.

DISCUSSION

The draft policy (attached) proposes a relatively straightforward approach to permitting street performance/buskers.

FINANCIAL IMPLICATIONS

The suggested permit fees are included in the policy:

\$25.00 per month

\$75.00 per calendar year

\$ 5.00 per day for a maximum of 3 days per calendar year.

CONCLUSION

Street performances/busking can provide local artists a place to improve their performance skills and add vibrancy to the downtown core. Having a set of conditions and guidelines can assist in encourage these performances while providing assurance to the public and business community that performances will be monitored. The draft policy is intended to be a document that can be circulated for feedback and amended depending on the input received.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'L. Tynan', followed by a comma.

Linda Tynan, Chief Administrative Officer

POLICY STATEMENT AND REGULATIONS

Number: 100.14

BUSKER / STREET PERFORMER POLICY

POLICY OBJECTIVE

To provide opportunities for buskers and street performers to showcase their talents and offer entertainment to our residents and visitors in a controlled environment with guidelines that have a balance between the needs of street performers, the residents of Summerland, and the business community.

POLICY

Definition

Busking and street performances include but are not limited to the following activities: acting, singing, playing musical instruments (see Conditions and Guidelines regarding drums), magic, dancing, puppetry, clowning or juggling, poetry or other acts of a similar nature in public places.

Buskers do not include face painters, portrait artists, painters, crafts people, psychics, or any person or artist who provides a service or produces a product.

Busking is a street performance where performers accept money from the public.

Permits

Performers must complete the Application for Permit or Temporary Permit for Busking/Street Performing (Schedule B) and pay the following fees:

Permit Fees:

\$25 per month

\$75 per calendar year

Temporary Permit Fee:

\$5 per day for a maximum of three (3) days per calendar year

- Permits are not transferrable.
- Any act, including a duo or group, shall require one permit, subject to the District of Summerland reserving the right to limit the maximum number of performers to be included in any one permit or temporary permit.
- Children 15 and under require a parent or guardian signature.

Permits are not required for performers that are part of an organized street event including parades, festivals and marches.

Buskers and street performers are not protected by the District of Summerland's liability insurance and are encouraged to hold their own liability insurance.

All approved Permits for Busking/Street Performing will receive a copy and must adhere to the following conditions and guidelines:

Conditions and Guidelines – Busker/Street Performer

1. Busking or street performing can be done at designated areas indicated on Schedule A. Busking is not permitted at Summerland beaches.
2. Permits must be displayed by the Performer at all times while performing.
3. Performers and Entertainers shall sign a liability waiver form with the District of Summerland.
4. Performers and entertainers must abide by all the Municipal Bylaws and all Federal and Provincial statutes and regulations while performing.
5. The District shall have the right to refuse to grant, to suspend or to terminate any business licence or temporary permit issued with respect to any Street Performing in accordance with the provisions of The Local Government Act, the Noise Control Bylaw or this policy.
6. The use of sharp or dangerous objects is prohibited including but not limited to juggling knives, hatchets, or chainsaws.
7. Performances involving flaming objects will be authorized on a case by case basis. Proof of valid and adequate insurance, and a safety and crowd control plan must be provided for approval.
8. The use of drums, including hand drums need to be authorized on a case by case basis.
9. Amplification of performances is not permitted, except by special permission of the Bylaw Enforcement Officer, which will not be granted unless the performer has submitted a written letter signed by the businesses affected stating they have heard the instruments and have no objections to them. Further, on any complaint about the amplification, the Bylaw Enforcement Officer will revoke this permission.
10. Performers must be of good conduct and character while performing.
11. Buskers may encourage donations but should not aggressively solicit for donations. Contributions may be received in a receptacle such as a musical instrument case, box or hat.
12. Musicians are permitted to sell recordings of their original work during their performance. No other sales are permitted.
13. Performances and busking is permitted in the designated Performance Area from 10:00 a.m. to 9:00 p.m., seven days per week.
14. Performers and Entertainers shall not occupy any location for more than two (2) hours at a time in any four (4) hour period.
15. Performers and entertainers shall ensure that no more than two performers are performing in any one block and that their performance does not interfere with another's.
16. Owners or Occupiers of property in the Performance Area may prominently display a "No Street Performers" sign which will indicate to the performers, that they may not perform adjacent to that property.
17. Owners and Occupiers of property in the Street Performance area shall be

- canvassed annually by the District to ensure their agreement with the policy.
18. Entertainers must locate themselves in such a way that their audience does not obstruct the flow of pedestrian traffic or any business entrance. They must not block doorways, display windows, sidewalks, paths, bicycle routes, or streets or roads.
 19. Entertainers will respect the right of businesses to operate without undue disturbance by entertainment outside their premises.
 20. Performers must cooperate immediately with requests by any member of the RCMP, Summerland Fire Department or District of Summerland Bylaw Enforcement Officer. These officials have the authority to temporarily revoke Permit if program guidelines are not being followed.

Adopted:

DRAFT

Busker/Street Performer Permit Application

Annual Permit ____ Monthly Permit ____ Temporary Permit ____

Name: _____

Address: _____

Phone: _____ Email: _____

Style of entertainment to be performed/instrument (s) to be played:

Performance background (training or previous experience):

Musical repertoire and genres (Blues, Jazz, Country, Classical):

Sometimes people would like to contact performers for hire. Do you give us permission to share your contact information? Yes / No

By signing below I acknowledge I have read, understand and agree to the Conditions and Guidelines of the Busker/Street Performer Permit and that I am aware that I am not covered under the District of Summerland's public liability insurance.

Signature: _____
Drivers Licence/ID _____

Date: _____

OFFICE USE ONLY	
Payment amount received:	Payment type:
Comments/Special Conditions:	
Approved by:	Date: