

REGULAR COUNCIL MEETING AGENDA

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

Page

13 - 20

21 - 71

- 1. Call to Order
 - 1.1 Call to Order
- 2. Adoption of Minutes
- 5 12 2.1 Adoption of Minutes

Recommended Resolution:

THAT the Special and Regular Council meeting minutes dated June 22, 2015 be adopted.

3. Resolution to Adopt the Agenda

(Introduction of Late Items / Resolution to Amend the Agenda)

3.1 Adoption of Agenda

Recommended Resolution:

THAT the agenda be adopted/amended.

- 4. Public and Statutory Hearings
- 5. Delegations

(maximum 5 minutes per delegation)

- 5.1 Summerland Harvest Days Maryan Dennison and Linda Beaven
 - 5.2 BC Transit Daniel Pizarro and Maria Lockley
- 6. Public Comment Opportunity 15 minutes maximum

(2 minutes per speaker)

Comments/Questions must pertain to Agenda Items

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)

- 7. Mayor's Report
- 8. CAO's Report

73

131 - 136

9. Unfinished Business

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Resolution brought forward from Special Closed Session June 22, 2015.

10. Correspondence

75 - 106 10.1 Informational Items

9.1

Recommended Resolution:

THAT the attached correspondence be received by Council for information.

107 - 118 10.2 Committee/Commission Minutes

Recommended Resolution:

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

11. Development Services Reports

119 - 129 11.1 <u>Building regulation contravention: 18555 Matsu Dr</u>

Mayor Waterman to ask for comment by:

Appointments to Water Advisory Committee

- 1. Building Inspector
- 2. Property Owner

Recommended Resolution:

THAT the Corporate Officer be directed to file a notice in the Land Title Office pursuant to Section 57(3) of the Community Charter on the title of Lot 24, DL 454, ODYD, Plan 160, located at 18555 Matsu Drive noting that a building was constructed on the property without the required building permit or required building inspections, and that further information about it may be inspected at the municipal hall.

Recommended Action:

Council to consider whether to direct staff to issue a business licence to authorize wine sales on Lot 24, DL 454, ODYD, Plan 160.

11.2 <u>Development Variance Permit Application for 10216 Haddrell Avenue</u>
Mayor Waterman to ask public for any comments.

Recommended Resolution:

THAT a Development Variance Permit application to vary Zoning Bylaw 2000-450 Section 8.1.6 (a) to reduce the rear yard set-back from 7.0m to 1.5m to allow for a carport to be constructed on Lot 3, DL, 475, ODYD, Plan 7641, subject to the property owners registering a restrictive covenant on the title of the property prohibiting enclosure of the carport structure **be approved**.

Page 2 of 234

12. Staff and Other Reports

137 - 173 12.1 FortisBC Shared Use Agreement

Recommended Resolution:

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

175 - 201 12.2 FortisBC Supply of Electricity Wholesale Services

Recommended Resolution:

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

203 - 204 12.3 Appointment of Corporate Officer, Deputy Corporate Officer, and Deputy Financial Officer

Recommended Resolutions:

- 1. THAT the Director of Corporate Services be appointed as Corporate Officer for the District of Summerland.
- 2. THAT the Chief Administrative Officer be appointed as Deputy Corporate Officer on an interim basis.
- 3. THAT the Manager of Financial Services be appointed as the Deputy Financial Officer.

205 - 207 12.4 Planning Grant

Recommended Resolutions:

- THAT the District of Summerland council support an application to the Infrastructure Planning Grant program for the development of a Trails Network Plan, that staff be directed to prepare an application for a grant of \$10,000 and that this project be ranked as #1 out of three submissions made by the District.
- 2. THAT the District of Summerland council support an application to the Infrastructure Planning Grant program for a study on the feasibility of Solar Energy for use on residential properties, that staff be directed to prepare the application for a \$10,000 grant and further, that this project be ranked as #2 out of three submissions made by the District.
- 3. THAT the District of Summerland council support an application to the Infrastructure Planning Grant program for a study on Irrigator water rates, that staff be directed to prepare the application for a \$10,000 grant and further, that this project be ranked as #3 out of three submissions made by the District.

209 12.5 No Smoking Bylaw

Recommended Resolution:

THAT Council direct staff to research and develop a bylaw which bans smoking on all municipal property and to bring report and draft bylaw to council for consideration.

Page

13. New Business

211 - 212

13.1 Summerland Harvest Days Grant in Aid Request

213 - 226

13.2 RDOS Economic Development Service Area

Recommended Resolution:

THAT on behalf of the electors of District of Summerland, council consents to the adoption of Regional District of Okanagan-Similkameen Regional Economic Development Service Establishment Bylaw No. 2695.

14. Bylaws

227 - 234

14.1 4816 Nixon Road Local Sewer Area Service

Recommended Resolutions:

- 1. THAT Bylaw 2015-018 Local Sanitary Sewer Service Area (4816 Nixon Road), be introduced and read a first and second time, by title only.
- 2. THAT Bylaw 2015-018 Local Sanitary Sewer Service Area (4816 Nixon Road), be read a third time.

15. Councillor Reports

16. Public/Media Question Period

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

17. Adjournment

17.1 Adjourn Meeting



MINUTES OF THE SPECIAL COUNCIL HELD AT DISTRICT OF SUMMERLAND COUNCIL CHAMBERS 13211 HENRY AVENUE, SUMMERLAND, BC ON MONDAY, JUNE 22, 2015 – 8:30 AM

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

Jeremy Denegar, Director of Corporate Services Don Darling, Director of Works and Utilities Ian McIntosh, Director of Development Services

- 1. CALL TO ORDER
- 1.1 Mayor Peter Waterman called the meeting to order at 8:35 AM.
- 2. ADOPTION OF AGENDA
- 2.1 Adoption of Agenda

Moved and Seconded

THAT the agenda be adopted

Carried

- 3. RESOLUTION TO CLOSE MEETING TO THE PUBLIC
- 3.1 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), (c) and (e) of the *Community Charter* for Council to discuss:

- appointments to committees
- labour relations or other employee relations; and
- the disposition of municipal owned land.

Carried

pecia	l Council			Page 2 of 2 22, 2015
. <u>.</u>	ADJOURN MEETING			
.1 .	Adjourn Meeting			
loved	and seconded,			
-	THAT the meeting be adjourned.		Carried	
	Meeting adjourned at 10:25 AM.			
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layor	Cor	rporate Officer		
jd				
- 1:	1 oved ertified	1 Adjourn Meeting oved and seconded, THAT the meeting be adjourned. Meeting adjourned at 10:25 AM. ertified Correct:	ADJOURN MEETING 1 Adjourn Meeting oved and seconded, THAT the meeting be adjourned. Meeting adjourned at 10:25 AM. ertified Correct: ayor Corporate Officer	ADJOURN MEETING 1 Adjourn Meeting oved and seconded, THAT the meeting be adjourned. Carried Meeting adjourned at 10:25 AM. ertified Correct: ayor Corporate Officer



MINUTES OF THE REGULAR COUNCIL HELD AT DISTRICT OF SUMMERLAND COUNCIL CHAMBERS 13211 HENRY AVENUE, SUMMERLAND, BC ON MONDAY, JUNE 22, 2015 – 7:00 PM

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

Jeremy Denegar, Director of Corporate Services Don Darling, Director of Works and Utilities Ian McIntosh, Director of Development Services

Glenn Noble, Fire Chief

Brenda Ingram, Recreation Manager

- 1. CALL TO ORDER
- 2. ADOPTION OF MINUTES
- 2.1. Adoption of Minutes

Moved and seconded,

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

Carried

3. RESOLUTION TO ADOPT THE AGENDA

- 3.1. Late items added to agenda:
 - 1. Landfill Administrative Services, to be added as item 11.5.
 - 2. Grant In Aid Summerland Minor Softball Association, to be added for discussion as part of item 11.1.

Moved and seconded,

THAT the Regular Council meeting agenda be adopted as amended.

Carried

- 4. <u>2014 ANNUAL REPORT (ANNUAL MEETING)</u>
- 4.1. 2014 Annual Report (Annual Meeting)

Moved and seconded,

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

Carried

- 5. PUBLIC COMMENT OPPORTUNITY 15 MINUTES MAXIMUM
- 5.1. Public Comments:
 - Ron Johnson, 8801 Robertson Avenue commented on agenda item 11.3 HST Energy Credit for Residential Energy Use.
- 6. <u>MAYOR'S REPORT</u>
- CAO'S REPORT
- UNFINISHED BUSINESS
- 9. CORRESPONDENCE
- 9.1. <u>Informational Items</u>

Moved and seconded,

THAT the attached correspondence be received by Council for information.

Carried

9.2. Committee/Commission Minutes

Moved and seconded,

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

Carried

- 10. <u>DEVELOPMENT SERVICES DEPARTMENT REPORTS</u>
- 10.1. <u>Stewardship Agreements for Rocky Mountain Ridged Mussel and</u> Western Screech-Owl

Moved and seconded,

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.

Carried

10.2. Potential Running Track at Summerland Secondary School

Moved and seconded,

THAT a letter be forwarded to the Heritage Advisory Commission to advise that there is no evidence to indicate that there is an agreement for a running track, and that council will continue to explore mutually beneficial projects with the School Board.

Carried

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

Moved and seconded,

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 27, 2015.

Carried

STAFF AND OTHER REPORTS

11.1. <u>Grant in Aid Request from the Summerland Museum and Heritage</u> Society

<u>Late Item: Grant in Aid Request from the Summerland Minor Softball</u>
Association

Moved and seconded,

THAT Council award a Grant In Aid to the Summerland Museum and Heritage Society for \$3600 for additional funding for their computer system.

Carried

Moved and seconded,

THAT Council award a Grant In Aid to the Summerland Minor Softball Association in the amount of \$500.

Carried

11.2. 2014 Statement of Financial Information

Moved and seconded,

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

Carried

11.3. HST Energy Credit for Residential Energy Use

Moved and seconded,

THAT Council direct staff to send Hydro bills to properties which received an incorrect HST credit and further, that staff be authorized to hire additional staff as necessary to assist with this process.

Carried

11.4. <u>BC Transit Annual Operating Agreement (April 1, 2015 - March 31, 2016)</u>

Moved and seconded,

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.

Carried

11.5. Landfill Administrative Services

Moved and seconded,

THAT Council award the contract for administrative services at the Summerland landfill to Cantex-Okanagan Construction Ltd.;

AND THAT the Mayor and Corporate Officer be authorized to execute a four year Summerland Administrative Services Contract.

Carried

12. <u>NEW BUSINESS</u>

12.1. <u>UBCM Minister Meetings</u>

Council discussed potential topics for meetings with BC Provincial Ministers at UBCM.

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

Moved and seconded,

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.

Carried

12.3. Busking Policy

Moved and seconded,

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.

Carried

13. COUNCILLOR'S REPORT

14. PUBLIC/MEDIA QUESTION PERIOD

15. <u>ADJOURN</u>

15.1. Meeting adjourned at 9:50 pm.

Moved and seconded,

THAT Regular Meeting of Council be adjourned.

Carried

Regular Council	Page 6 of 6 <u>June 22, 2015</u>
Certified Correct:	
Mayor	Corporate Officer
/jd	



The BIG Idea:

Decorate the town in a harvest theme!





Join Us In Celebrating Our Agricultural Heritage!

Purpose:

- √ a fun event
- ✓ beautify downtown Summerland
- ✓ attract visitors to our town
- ✓ showcase local artists and businesses
- ✓ involve youth and service clubs



Three Ways to Participate:

- 1. Downtown Businesses create a harvest display in front of their business
- 2. Artists create a harvest display on behalf of businesses or at street corners
- 3. Businesses or service organizations sponsor a display

Who's on Board?

- ✓ Summerland Arts Council
- ✓ SADI
- ✓ Summerland Chamber
- ✓ Timbermart
- ✓ Royal Lepage
- ✓ True Grain Bakery
- ✓ Summerland Rotary
- ✓ Summerland Sunday Market
- ✓ and many more!



Community Support includes:

Donated Materials, such as:

- ✓ Picket Fences from Timbermart
- ✓ Materials from the Health Care
 Auxiliary Thrift Shop
- ✓ Corn Stalks
- ✓ Apple Boxes





What we NEED:

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✓ Gourds & Pumpkins

✓ Miscellaneous Supplies

Total:

\$350

\$150

\$200

\$700



Thank you!





THE CORPORATION OF THE DISTRICT OF SUMMERLAND DELEGATION

DATE: July 9, 2015

TO: Mayor and Council FROM: Linda Tynan, CAO

SUBJECT: Okanagan-Similkameen Transit Future Network Plan

PURPOSE:

Mr. Daniel Pizarro and Maria Lockley from BC Transit will be in attendance to present the "Okanagan-Similkameen Transit Future Plan" to council.

BACKGROUND and DISCUSSON:

An executive summary of the Transit Future Plan is attached.

FINANCIAL IMPLICATIONS:

There are potential cost implications with the adoption of a regional transit plan and the representatives from Transit will discuss these with council.



Okanagan-Similkameen Transit Future Plan

13 July 2015 - Summerland Council Endorsement

Daniel Pizarro – Senior Regional Transit Manager Maria Lockley –Senior Transit Planner **Transit Future Plan**

Endorsed by RDOS Board 16 April 2015

Endorsed by BC Transit Board 28 May 2015





Consultation Summary

(2,300+ people and 2 Phases of Consultation)



Online 6-9 weeks after each

Open House



120 Participants

1900+ Visitors









268 Respondents



Surveys

Consultation Feedback

Draft Networks and Implementation Strategies



800+ people

140 people



Networks

- Resounding support for network improvement across all communities
- Alignment between priorities and the order-of-implementation

Priorities

Regional & Inter-regional

 Osoyoos < -- > Penticton and Penticton < -- > Kelowna are the highest priorities

Local

- In Penticton: Expansion of service on existing routes; Sundays, Evenings, and more frequency
- Outside of Penticton: Establishing basic service in communities with none or little transit

Integration of Schedules & Information

Question 9: Do you support integration of transit schedules and information?

Response	Chart	Percentage
I fully support it		89%
I support it, but with minor changes (tell us what)		3%
It doesn't affect me		6%
I don't support it (tell us why)		2%



Ridership Growth:

Mode Share Targets

The Okanagan-Similkameen Transit Future Plan recognizes that the region contains urban and rural character areas, and has different mode share targets to reflect this.



Penticton

Mode Share: 1.5% → **3**%

Rides: 454,000 → 1.2 million

Outside Penticton

Mode Share: 0.35% → 2%

Rides: 40,000 → 540,000

In total, the goal is 1.74 m Annual Transit Trips across the Region by 2040

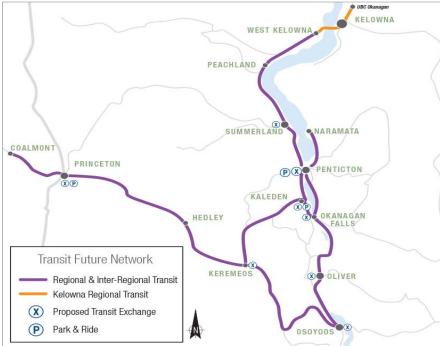


Transit Future Network

Regional & Inter-regional

- Features an integrated network of Local and Targeted Transit that serves to link RDOS communities to one another, and also connect to transit services in Kelowna
- Network Layers
 - > FTN
 - Local Transit
 - Urban Local
 - Small Town Local service 60 mins greater may include Paratransit options
 - > Targeted Services
 - Regional and Inter regional
 - School or employee Shuttle

Okanagan-Similkameen Transit Future Regional and Inter-Regional Network





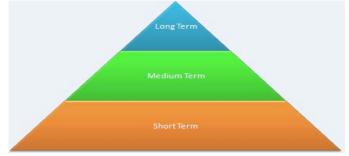
Implementation Schedule

Through consultation the proposed service changes have been categorized into:

- Short Term Implementation (1 to 5 years)
- Medium Term Implementation (5 to 10 years)
- Long Term Implementation (11 to 25+ years)

Implementation is dependent on a number of factors:

- The availability of funding (Provincial and Local)
- Community growth factors
- Phasing of major projects
- Service demand



15 Short Term Service strategies across the region

Governance Immediate Implementation Priority

Adopt a revised governance structure to streamline implementation actions contained in the plan and enable more comprehensive system management and performance monitoring.

Proposed Governance Structure

Establishing Cohesion through:

- Formation of a Transit Committee to direct and coordinate TFP Implementation
- Recommendation of local and regional expansions to respective municipal councils
- Allocation of resources
- Determination of service areas and administration



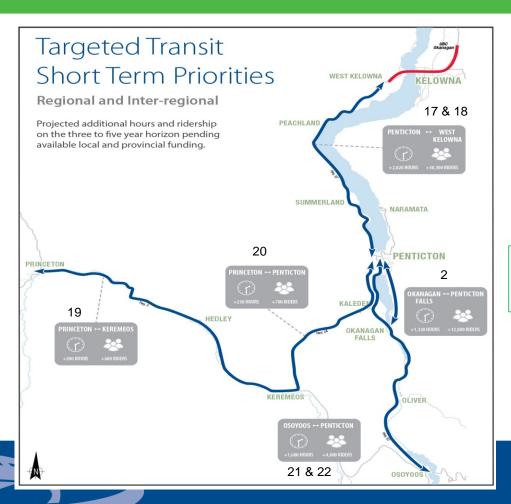
Key Deliverables

- Adopt Service Design Standards and Performance Guidelines for transit services
- Consolidate Riders Guides across the region to include all transit systems
- Determine and adopt a comprehensive and consistent menu of fares and fare products for Local, Regional and Inter-regional transit services
- Improved coordination of schedules

Review schedules for minor cost-neutral changes to enable greater connectivity between transit services

Introduce Transit Trip Planner in tandem with consolidating all schedule and route information for the region





Okanagan Falls to Penticton occurred January 2015

Regional and Interregional Short Term Implementation

Plan Strategy #	Corridor	Strategy
17,18	Penticton to West Kelowna –timed connections to Kelowna Rapid Transit Corridor	 Monday to Friday two return trips Add midday round trips as Monday Wednesday and Friday Consider expansion of coverage into the West Bank area of Penticton
19	Princeton to Keremeos	 One return trip Tuesdays and Thursdays Relies on Local service expansions in Keremeos and Princeton (vehicle optimization)
20	Princeton to Penticton	 Schedule adjustment to allow connection to Penticton Kelowna Interregional service Service change to occur in conjunction with Local service enhancements in Princeton Benefits communities Hedly, Keremeos and Kaleden
21, 22	Osoyoos to Penticton	 Increase service to two round trips Monday thru Friday Total 10 trips per week Connections to Kelowna Monday, Wednesdays, and Fridays



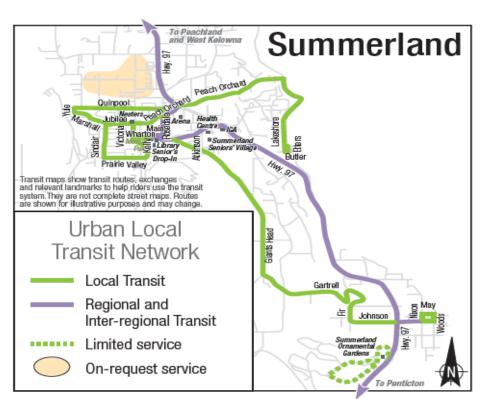


Local Transit service priorities for Summerland and Osoyoos are indicated to occur in the medium to long term

Okanagan Falls Local service changes implemented January 2015

Transit Future Network- Summerland

Building on the new local service introduced in October 2013



Medium/Long Term Service Strategies Summerland

#	Туре	Strategy
43	Small Town Local Transit	Introduce dedicated local service to Summerland with fixed route service to Lakeshore, Sinclair and Trout creek operating Monday to Saturday
50	Small Town Local Transit	Introduce local evening service on Friday and Saturday
51	Small Town Local Transit	Introduce local service on Sunday
61	Targeted Transit: Employee Shuttle	Conduct a feasibility study for shuttle between Summerland or Trout Creek to agricultural research centre



Supporting Infrastructure Priorities

- Improved bus stop amenities along Penticton FTN corridor
- Reconfigure and expand Cherry Lane Mall exchange (3 conventional vehicles, and layover for up to three community shuttle style vehicles)
- Explore opportunities with MoTI for new highway transit stops across the region in conjunction with regional and interregional transit service expansions





Transit Future Network

Estimated future service hour summary across the region

	Local Urban Transit (Penticton FTN + LTN)		Small Town Local (Outside of Penticton)		Targeted Transit (Regional and Inter-regional)		Custom Transit		TOTAL	
	Service Hours	Ridership	Service Hours	Ridership	Service Hours	Ridership	Service Hours	Ridership	Service Hours	Ridership
Today 2014/15	22,866	432,384	8,100	39,500	See local transit	See local transit	3,000	21,428	30,966	476,136
Additional Short Term Service hours	4,250	47,400	1,800	5,400	4,050	36,300	500	3,571	10,600	92,671
Projected 2040 Total	43,000	1,200,000	28,000	543,000 ⁴	See Small	Town Local	6,500	45,000	71,000	1,750,000

Local share cost estimations for the short term service strategies can be found on page 18 and 19 of the Transit Future Plan Executive Summary

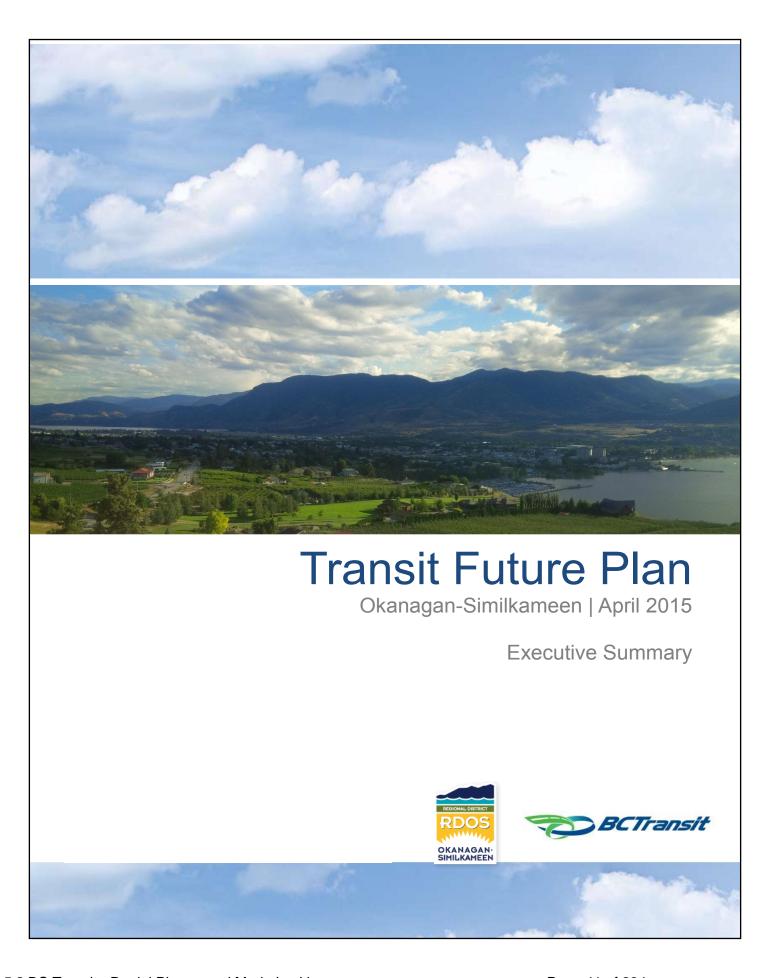


 Request Council Endorse the Transit Future Plan as the guide for transit planning into the next 25 years

Comments or Questions?

A electronic copy of the Transit Future Plan is available at http://bctransit.com/penticton/transit-future/okanagan-similkameen-transit-future-plan/whats-happened-so-far





Executive Summary

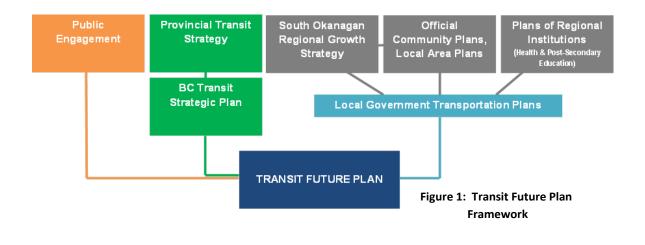
Transit has tremendous potential to contribute to more economically vibrant, livable, and sustainable communities. The need to realize this potential in the Okanagan-Similkameen is increasingly important because of factors such as a large aging demographic, consolidation of medical services, mobility for individuals who do not have access to other modes of travel, population growth and climate change. These factors, particularly the projected increase in seniors across Okanagan-Similkameen communities, are already creating increasing mobility and transportation pressures.

In consideration of these issues, the local governments in the Okanagan-Similkameen have adopted:

- Official Community Plans ("OCPs")
- The South Okanagan Regional Growth Strategy
- Community action plans like the Integrated Community Sustainability Plan (Osoyoos)

In addition to these planning initiatives in the Okanagan-Similkameen, the BC Provincial Transit Plan and BC Transit's 2030 Strategic Plan inform the Transit Future Plan.

The Transit Future Plan builds on the Okanagan-Similkameen land use and transportation policies and includes an implementation strategy for transit investments. See Figure 1. The Transit Future Plan was developed through a participatory planning process involving stakeholder advisory groups and broad community consultation across the Regional District. The Transit Future Plan envisions what a community's transit network should look like 25 years from now, informing local governments and the province about the transit investments and changes we will work toward, and the order that those changes will happen. Included in this are the investments, ridership targets, networks, and infrastructure needed to achieve the vision.



Vision & Goals

Vision Statement

"By the year 2040: Transit in the Regional District of Okanagan-Similkameen connects people and communities locally, regionally, and inter-regionally through cost-effective, convenient, integrated, accessible, and user-friendly services."

Goals

- The transit system complements the goal of compact complete communities and is integrated with local government land use and transportation plans
- 2. The transit system is efficient
- 3. The transit system is a viable alternative to the private vehicle

Ridership Targets

The Okanagan-Similkameen Transit Future Plan recognizes that the region contains urban and rural character areas and has different mode share targets to reflect this. **Based on stakeholder input the transit mode share for transit:**

- **Inside Penticton** is three per cent (3%) of all trips by 2040, which will require Penticton ridership to grow from 454, 000 to 1.2 million trips per year
- Outside of Penticton is two per cent (2%) of all trips by 2040, which will require a ridership increase from 40,000 to 540,000 trips per year.

The combined ridership across the RDOS will require 1.7 million annual trips to be made by transit by 2040, an increase of 3.4 times from the current 498,000 annual trips.



The Transit Future Plan Network

The Okanagan-Similkameen Transit Future Network includes four distinct layers of transit service to better match transit service to demand. The network is designed to be easy to use and competitive with automobile travel by improving the directness, reliability and frequency of the transit system. The network focuses on service along key corridors, service connecting neighbourhoods and major destinations and service which connects town centres to one another. The Transit Future Plan may require some customers to transfer from one route to another to complete their journey, with the trade-off that trips will be more frequent and overall travel will be more direct.

Frequent Transit Network (FTN)

The Frequent Transit Network (FTN) provides medium-to high-density mixed land use corridors with a convenient, reliable, and frequent (15 minute service) transit service operating weekdays between 7:00 am and 6:00 pm. The goal of the FTN is to allow customers to spontaneously travel between major destinations and reach the inter-regional exchange without having to consult a transit schedule. The FTN will carry the majority of total ridership in the Okanagan-Similkameen and for this reason justifies capital investments such as a high level of transit stop amenities, service branding, and transit priority measures.

Local Transit Network (LTN)

The Local Transit Network (LTN) is designed to connect neighbourhoods to local destinations and to the FTN. LTN services allow customers to plan a trip to work, school, or the local shopping centre. Frequency and vehicle types are selected based on demand, with LTN routes sub-categorized into either an Urban or Small Town LTN.

Urban Local Transit Network

- Frequency 30 minutes or greater
- Connection to local destinations, FTN
- Conventional fixed-route, fixed-schedule service

Small Town Local Transit Network

- Frequency 60 minutes or greater
- Connection to local destinations, FTN, or Regional/Inter-regional services
- May include Paratransit options:
- Fixed schedule with On-Request service This type of service has set trip times and a usual route, but the schedule is designed to allow one or two deviations within one kilometre from the usual route to serve customers that are beyond walking distance, or who face mobility challenges.
- On-Request service This type of Paratransit has set operating hours, but routes and schedules are determined based on requests received. Because it is not consistent, this form of Paratransit is more difficult for customers to understand and requires the most planning ahead, however it can be an effective form in very low density areas.

Targeted Services

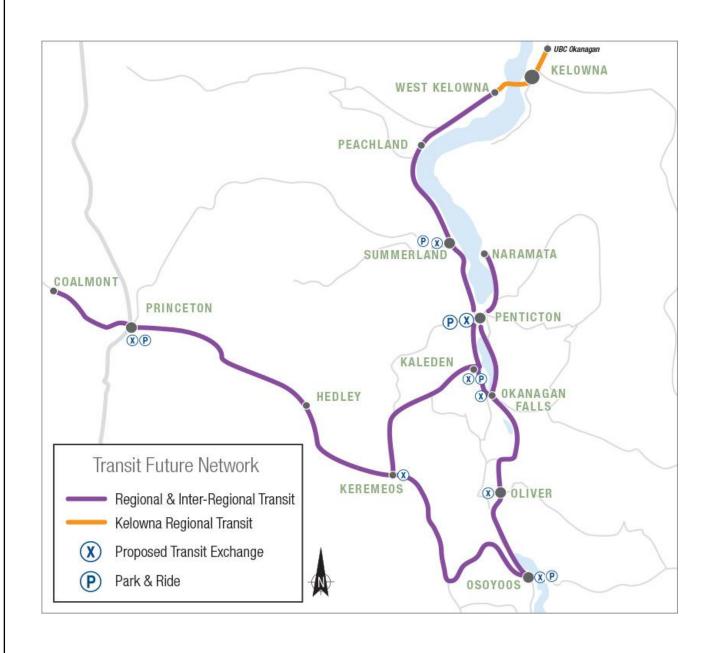
Targeted services are a collection of transit services that do not fit into the frequent or local transit network definition and are more focused on the needs of specific customers. These services include:

- Regional transit services designed to provide access between communities of the region. The
 target market includes a mix of people travelling for health services, personal shopping, and for
 some communities commuter services for post-secondary students and employees.
- Interregional services are designed to provide commuter connections for post-secondary students and employees working outside of the Okanagan-Similkameen, as well as access to advanced medical services and specialized shopping not available in Penticton or other regional hubs
- School or Employee Shuttle Services are trips focused on servicing destinations which attract high volumes of commuters, but may be located outside of a regular service area, and often include cost-sharing or special fare structures based on agreements with the school or employer.

Custom Transit

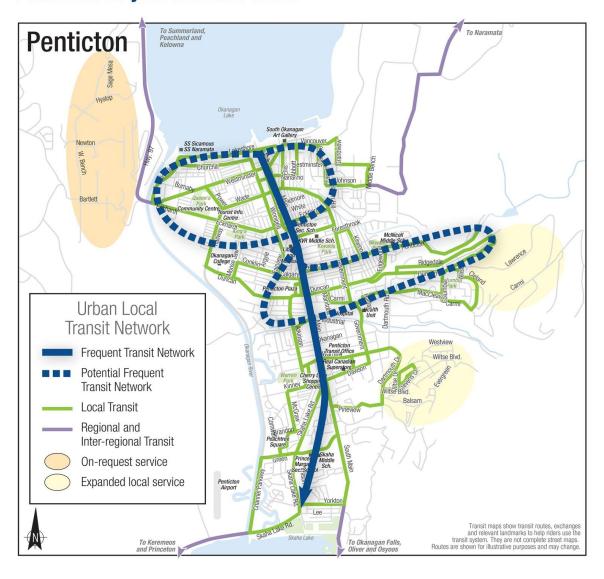
 handyDART Door-to-door services for customers unable to use the Frequent Transit or Local Transit Network services.

Okanagan-Similkameen Future Regional and Interregional Transit Network Map

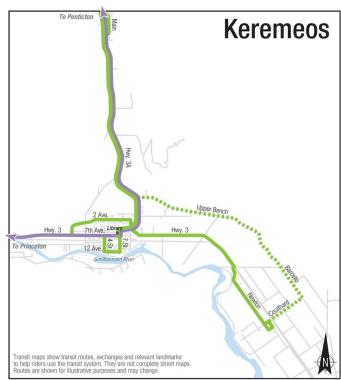


Okanagan-Similkameen Future Local Transit Network Maps

Penticton: 25 year Network Vision



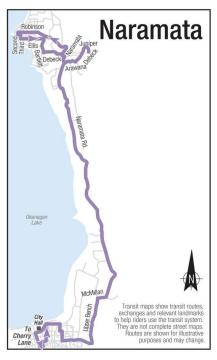
Keremeos & Area: 25 year Network Vision



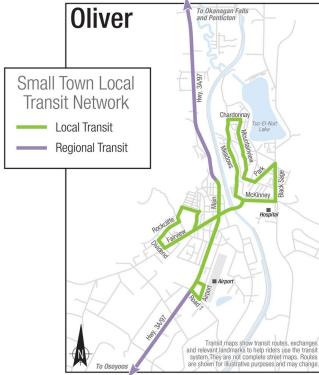
Small Town Local Transit Network Local Transit Regional Transit



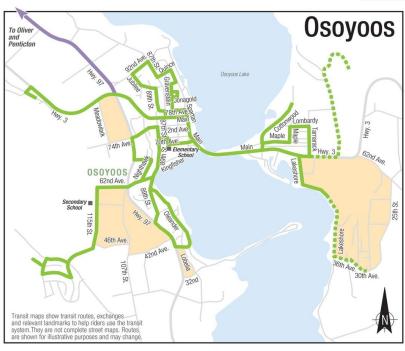
Okanagan Falls & Naramata: 25 year Network Vision



Oliver: 25 year Network Vision

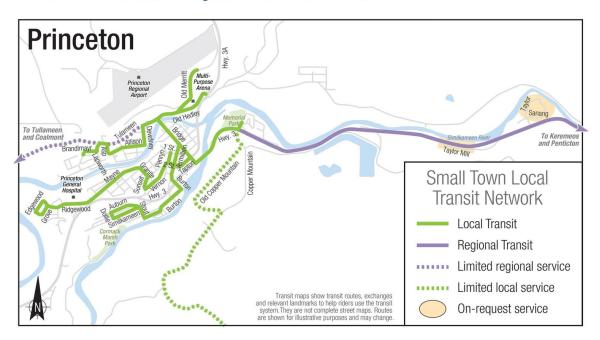


Osoyoos: 25 year Network Vision

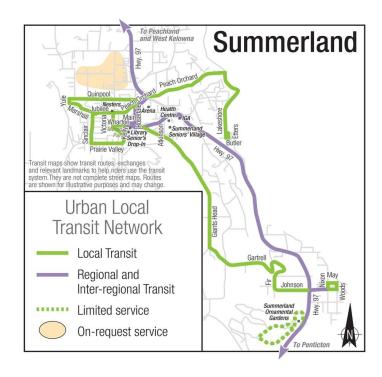




Princeton & Area: 25 year Network Vision



Summerland: 25 year Network Vision



Implementation Strategy

Establishing the Transit Future Plan network requires prioritizing transit investments and developing an implementation strategy to transform today's network into the future network. Note that actual implementation of expansion is contingent on available local provincial funding. See table 1 below.

Plan Number	Table 1: Implementation Strategy
	Immediate Implementation Priorities (2015)
	Local Small Town Transit
1	Introduce Local transit to Okanagan Falls IMPLEMENTED JANUARY 19 2015 This service is an expansion to the Okanagan-Similkameen Transit System, expanding the system from 1 regional connector route (Targeted service) between Penticton and Area A (Naramata), to include local service within Okanagan Falls and an additional regional connector route between Penticton and Area D as described in Option 2.
	Targeted Transit: Regional and Inter-regional Transit
2	Okanagan Falls ↔ Penticton: Introduce new daily and commuter connections along Eastside Road between Okanagan Falls and Penticton IMPLEMENTED JANUARY 19 2015 In conjunction with Option 1, this service is an expansion to the Okanagan-Similkameen Transit System, adding an additional regional connector route between Penticton and Area D (Okanagan Falls)
	Supporting Priorities
3	Adopt a revised governance structure to streamline implementation actions contained in this plan and enable more comprehensive system management and performance monitoring.
	Decision-making, administrative transit knowledge, transit resources, public information, fares and schedules are largely fragmented across the five separate systems in the RDOS. Better integration is an essential step to implementing the Transit Future Plan and enabling services that coordinate seamlessly for transit customers. Therefore it is strongly recommended that the first priority out of this Transit Future Plan is
	to begin a regional discussion about levels of integration and potential strategies. See page xxiv in this Executive Summary for further information.

4	[Contingent on Integrated Governance] Adopt service standards and route performance guidelines for transit services in Penticton and Outside of Penticton.
	Service standards and route performance guidelines provide a consistent tool to measure the performance of new and existing services. These standards and guidelines will ensure services are effective and in line with community goals and enable the provision of evidence based service planning recommendations to local government partners across the RDOS.
5	[Contingent on Integrated Governance] Consolidate Riders Guides across the region to include all transit systems (see West Kootenays Riders Guide) Develop a single Riders Guide for all transit services across the RDOS so that transit customers will be able to plan ahead to use transit services in adjoining communities.
6	[Contingent on Integrated Governance] Determine and adopt a comprehensive and consistent menu of fares and fare products for Local, Regional and Inter-regional transit services
7	 [Contingent on Integrated Governance] Improved coordination of schedules a. Review schedules for minor cost-neutral changes to enable greater connectivity between transit services b. Introduce Online/Smart phone trip planner In tandem with consolidating all schedule and route information for the region, introduce an online/smart phone trip planner
8	[Contingent on Integrated Governance] Develop a region-wide strategy to adopt enhanced long term education and ridership programs designed to introduce area residents to transit.

	Short-term Implementation Priorities (0 to 5 years)										
	Frequent Transit										
9	Phase One of Main Street Frequent Transit Network (FTN) Development - Two Phases										
	This is the first major step to implement the primary Main Street FTN. Transit service frequencies on the existing route 5 Main Street will be adjusted and expanded to create a Frequent Transit route. This phase focuses on service expansion between Cherry Lane Mall and Lakeshore Drive.										

	Urban Local Transit
	Penticton: Improve Sunday
10	Hourly service on Route 5 Main Street will be introduced for four hours on Sunday afternoons. This will operate on a staggered time table with the existing hourly Route 16 Lake to Lake Sunday Service to provide (between both routes) 30 minute service along the Main/Government corridor from noon until 4:00 pm. This will augment north/south travel during the busiest times on Sundays.
11	Penticton: Improve late night service to 12:00 am on Fridays and Saturdays and during Peachfest
	Additional hours and schedule adjustments to Routes 5 Main Street and 15 Night Route for late night service connecting to downtown and the entertainment district.
12	Penticton: Introduce Service to the Wiltse Area.
12	Local Transit service will be extended to include more coverage in the Wiltse area. The most likely candidate for extension is Route 1 Okanagan Lake/Wiltse.
13	Greater Penticton: Examine and identify opportunities to extend conventional and handyDART transit service to developments located on adjoining Penticton Indian Band lands.
	Working in tandem with the Penticton Indian Band (PIB) and the City of Penticton, conduct a feasibility study to assess possibilities for future expansion to connect residents of and retail locations on PIB lands with the Penticton Transit System. Potential sites include Redwing Estates and Green Avenue Channel developments; further sites will be identified using the PIB's Land Use Plan as a guide.
	Greater Penticton: Introduce Service to the West Bench
14	The transit service area will be extended to include the West Bench. Owing to its location the West Bench is most cost-effectively served by the Targeted Regional Connector service operating between Penticton and Summerland.
	 Service levels and service delivery will be determined based on an examination of ridership demand to be conducted as part of the Service Change Service Discussion Document for this expansion, but are preliminarily estimated at four trips per day, Monday to Friday.

Local Small Town Transit

Keremeos: Introduce service two days per week within Keremeos, and to Cawston and Ollala

This new service would use a vehicle stationed in Princeton, which would travel to the Keremeos area two days per week to enable access to daily needs, post office, and medical service for residents of Keremeos, Cawston and Olalla.

Princeton: Introduce weekday scheduled service within Princeton interspersed with periods of on-request service for people with a disability. 3 full days + 1 hour on Tuesday/Thursdays

Existing service hours within Princeton would be re-allocated in combination with new hours in order to offer scheduled fixed-route service. Peak trips will be offered Monday through-Friday, while daytime scheduled service will be offered on Mondays, Wednesdays and Fridays. Scheduled service will be designed to connect with Targeted transit regional connectors operating between Princeton and Penticton.

Note: This option must be implemented in conjunction with service expansion to Keremeos because both expansions rely on the same new additional vehicle.

Targeted Transit: Regional and Inter-regional Transit

Penticton ↔ West Kelowna: Add two round trips per day, Monday to Friday at commuter hours.

This option introduces a new service for Penticton and Summerland residents working, studying, and going to Kelowna for medical reasons. Service will begin in Penticton and offer timed connections to Kelowna Regional Transit Rapid Bus in West Kelowna. Rapid Bus offers express limited stop service to downtown Kelowna and UBCO, and connections to regular transit routes in Kelowna.

The service will also enable residents of Kelowna to visit Summerland and Penticton for the day, supporting visitor opportunities from Kelowna, and adding options for residents of Summerland to travel to Penticton for education and personal reasons.

Penticton \leftrightarrow West Kelowna: Add three additional midday rounds trips Monday and Wednesday, and Friday.

The addition of midday services on select days of the week enables RDOS residents from communities south and west of Penticton, in addition to Penticton and Summerland residents, to access Kelowna for medical purposes and shopping.

15

Princeton ↔ Keremeos: Introduce one return trip between Princeton and Keremeos on Tuesdays and Thursdays

Note: This option must be implemented in conjunction with local service expansion to Keremeos and in Princeton (Option15) because the vehicle used for these expansions will be housed in Princeton.

This option will benefit eastbound travel between Princeton and Hedley to Keremeos. Local Government partners and BC Transit should also contact the Ministry of Highways to explore opportunities to install stops to serve smaller communities along the way.

Princeton ↔ Penticton: Adjust existing schedule for more time in Penticton to enable connections to the Penticton ↔ West Kelowna midday trips.

Designed to be carried out in conjunction with Option 18, this option extends the hours of service for targeted transit service operating between Princeton and Penticton, so that trips are slightly later. This will enable RDOS residents originating in the Similkameen to access the midday targeted service operating between Penticton and West Kelowna.

Osoyoos ← Penticton: Increase service to two round trips per day Monday to Friday, connecting with with midday Kelowna service from Penticton.

a. Phase One: Addition of one trip on Friday mornings

This option adds an additional round trip on Friday morning between Osoyoos and Penticton. In combination with the scheduled service to Kelowna, which operates on Mondays, residents of the South Okanagan will have 8 trips per week to Penticton.

b. Phase Two: Addition of second trip on Friday afternoons

Service to include a second additional round trip on Fridays;

c. Phase Three: Conversion of Monday Kelowna trip to two Penticton trips, connecting with Kelowna Service from Penticton

With the conversion of the existing Monday Kelowna trip to two trips between Osoyoos and Penticton residents of the South Okanagan will have 10 trips per week to Penticton with connections to Kelowna available on Mondays, Wednesdays and Fridays.

Osoyoos ↔ Penticton: Increase service to four round trips per day, Monday to Friday to provide northbound and southbound commuters access to major employers in the Oliver area

This expansion provides the opportunity for residents living north and south of Oliver access

to new employment in the Oliver area at the new corrections facility. Service viability and trip times will be confirmed and determined by shift structure.

• This service will also provide improved options for trips by Penticton area residents to the South Okanagan.

Infrastructure Priorities

23

Along the FTN Corridor in Penticton, between Downtown and Cherry Lane Mall.

Invest in on-street customer amenities such as transit shelters and shade, benches, and enhanced customer information. Transit information should include transfer locations for service to Okanagan College, Penticton Regional Hospital, civic facilities, and also transfer locations to access targeted transit to other communities. Other transportation information should include active transportation maps and way-finding within a 200-400 m radius of each principle FTN stop

Reconfigure the existing Cherry Lane/Warren Avenue exchange in order to enable sufficient capacity for integrating targeted regional transit services with local transit, as well as active transportation facilities (pedestrian, bicycle racks, and local transit information).

Sufficient space is needed to accommodate three conventional vehicles, and layover space for up to three community-shuttle sized vehicles.

25

Highway-side transit stops.

Explore opportunities with the Ministry of Transportation to develop highway-side stops for:

- Manufactured home and LSIB communities along between Princeton and Keremeos (Hwy 3)
- Twin Lakes (Hwy 3A)
- Gallagher Lake (Hwy 97)
- Agricultural Research Centre (Hwy 97)

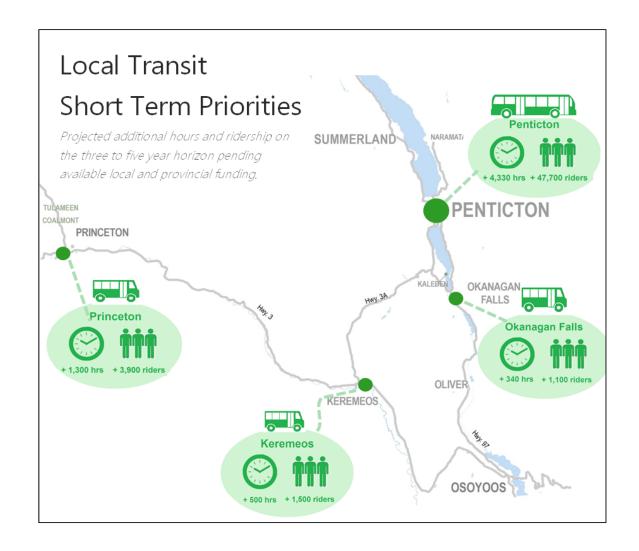
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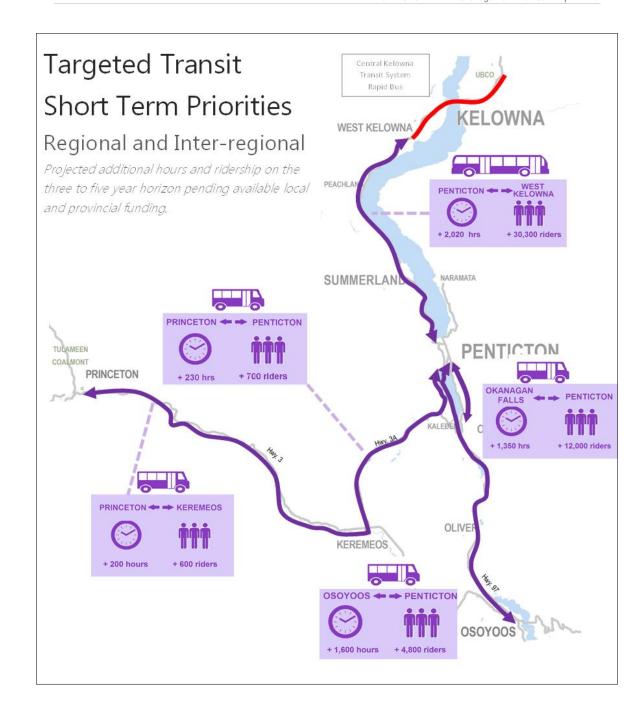
Continue to improve transit customer facilities.

Continued improvement and maintenance of transit facilitates and on-street customer amenities are important for the successful operation and future growth of the transit system. Some improvements that have been identified are:

 Space transit stops along a corridor at appropriate intervals between 300m - 400m. In some locations, transit stops are spaced too closely together, leading to slower transit

	 trips and higher transit stop maintenance costs. Corridor transit and transportation projects should include a review of stop locations prior to investing in infrastructure Invest in on-street customer amenities such as transit shelters, customer information, benches. Bike racks at key stops and pedestrian-oriented lighting at transit stops
27	Install universally accessible transit stops. BC Transit buses are all accessible, but basic stop infrastructure such as sidewalks (or concrete pads), are required for these features to be used. Establish criteria to prioritize the universal accessibility of transit stops and implement a program of annual upgrades and installations of sidewalks or pads across the RDOS.
	Custom Transit Priorities
28	Support ongoing conventional travel training among applicants for Custom Transit. Transit customers in Penticton with accessibility challenges make excellent use of the existing conventional transit system which operates on a much lower hourly cost than custom transit. This culture should continue to be encouraged as it is offers benefits of both convenience (schedules are known) for transit users, and cost efficiency for transit partners.
29	Custom registration and recertification of existing handyDART registrants. BC Transit is developing a revised handyDART registration process which is currently being implemented as a pilot project in several transit systems. Based on the outcomes this new approach will be fine-tuned and implemented in communities providing handyDART service as a separate service from conventional and paratransit.
30	Penticton handyDART: Aligning the hours of operation Mondays through Fridays and service area with the regular conventional service (excluding night service).
31	Penticton handyDART: Expand handyDART to include service on Saturdays.





	Medium & Long-term Implementation Priorities (6 – 25+ years)
	Frequent Transit
32	Penticton: Phase Two of Main Street Frequent Transit Network (FTN) Development
33	Penticton: Investigation of Secondary FTN – potentially serving Okanagan College.
34	Penticton: Phase One Secondary FTN Network development.
35	Penticton: Phase Two of Secondary FTN development will expand service hours in order to reach Main Street FTN level of service.
	Urban Local Transit
36	Penticton: Extend select local Penticton routes to 30-minute service Monday to Saturday.
37	Penticton: Extend Regular Routes to 8:00 pm Monday to Saturday
38	Penticton: Introduce Service to Sendero Canyon
39	Penticton: Improve Sunday service by introducing service at 2014 Saturday levels.
40	Penticton: Extend service to Spiller Road
	Small Town Local Transit
41	Osoyoos: Improve daytime local service within Osoyoos Monday to Friday.
42	Oliver: Introduce daytime local service within Oliver Monday to Friday.
43	Summerland: Introduce dedicated local transit service to Summerland Monday to Saturday.
44	Osoyoos & Oliver: Expand local transit service to Saturdays
45	Okanagan Falls: Introduce service on Saturdays within Okanagan Falls

46	Princeton: Introduce evening service on Friday night.
47	Osoyoos & Oliver: Introduce evening service on Friday and Saturday.
48	Princeton: Introduce service on Saturdays
49	Keremeos: Introduce service on Saturdays.
50	Summerland: Introduce evening service Friday and Saturday.
51	Summerland: Introduce service on Sundays.
52	Osoyoos & Oliver: Introduce service on Sunday.
	Targeted Transit: Regional and Inter-regional Transit
53	Penticton ↔ West Kelowna: Increase service on weekdays to four round trips
54	Princeton ↔ Penticton: Increase service to five days per week.
55	Osoyoos ↔ Penticton: Introduce three round trips on Saturday
56	Summerland ↔ Penticton: Introduce three round trips on Saturday.
57	Summerland ↔ Penticton: Introduce evening service on Friday and Saturday.
58	Keremeos ↔ Osoyoos: Introduce service between Keremeos and Osoyoos
59	Naramata↔ Penticton: Introduce evening service on Friday and Saturday
60	Okanagan Falls ↔ Penticton: Introduce evening service on Friday and Saturday
	Targeted Transit: Employee Shuttles
61	Conduct a feasibility study for an employee shuttle between Summerland or Trout Creek to the Agricultural Research Centre.
62	Conduct a feasibility study for an employee shuttle timed to meet shift changes between Princeton and Copper Mountain Mine

	Infrastructure Priorities
63	Local Exchanges
64	Penticton Park&Ride
65	Hwy 3A/Hwy 97 Transfer/ Park&Ride
	Custom Transit Priorities
66	Assess the need for Okanagan-Similkameen expansion to align with the coverage area of Okanagan-Similkameen Routes 10, 20 and 21.
67	Summerland: Formal reclassification of custom services into Tier 3 Custom.
68	Summerland: Continue to expand service over time to meet demand.
69	Penticton Urban: Continue to expand service over time to meet demand.
70	Conduct a feasibility study to assess unmet trips within the Osoyoos and Oliver area that would be met by the introduction of Custom (handyDART).

Cost of Short Term Implementation Priorities

Preliminary costs have been developed for the short- term service improvement priorities requiring expansion hours. See Table 2. Cost and revenue projections are based on the 2013/14 Annual Operating Agreement (AOA) budget figures, and actual costs and impacts may vary depending on the finalization of service and operating details. Ridership projections are also estimates, based on analysis of current ridership trends and expected trends associated with the proposed service change. Actual implementation is subject to the available local and provincial funding.

Table 2: Cost, Revenue and Ridership Projections for Short-term Implementation Priorities										
Service Option	Buses**	Additional total kms	Service Hours	Rides	Total Revenue	Total Costs	Net Local Share of Costs***	BC Transit Share of Costs****		
Frequent Transit										
9. Penticton: Phase One of Main Street Frequent Transit Network (FTN) Development.	1	56,800	2,620	36,700	\$26,700	\$257,100	\$128,600	\$101,800		
		Urt	oan Local	Transit						
10. Penticton: Improve Sunday Service.	0	5,700	260	2,600	\$1,900	\$26,300	\$12,200	\$12,200		
11. Penticton: Improve late night service to 12:00 am on Fridays and Saturdays and during Peachfest.	1	14,100	650	5,200	\$3,800	\$96,200	\$65,700	\$26,700		
12. Penticton: Introduce Service to the Wiltse Area.	0	8,700	400	2,000	\$1,500	\$32,700	\$15,900	\$15,300		
13. Greater Penticton: Introduce Service to the West Bench.	0	8,700	400	1,200	\$900	\$32,700	\$16,500	\$15,300		
		Small	Town Loc	al Transit						
15. Keremeos: Introduce service two days per week within Keremeos, and to Cawston and Ollala.	1	11,600	500	1,500	\$3,000	\$51,400	\$31,700	\$16,700		
16. Introduce scheduled Transit Service in Princeton on Monday, Wednesday and Friday with limited scheduled Tuesday and Thursday service.	0	30,000	1,300	3,900	\$7,700	\$68,900	\$22,200	\$39,000		

Service Option	Buses**	Additional total kms	Service Hours	Rides	Total Revenue	Total Costs	Net Local Share of Costs***	BC Transit Share of Costs****
	Targetee	d Transit: R	egional an	d Inter-reg	gional Serv	rice		
19. Princeton ↔ Keremeos: Introduce one return trip between Princeton and Keremeos on Tuesdays and Thursdays. Note: This option must be implemented in conjunction with local service expansion to Keremeos and in Princeton (Option 15) because the vehicle used for these expansions will be housed in Princeton.)	0	4,700	200	600	\$1,200	\$10,600	\$3,400	\$6,000
20. Princeton ↔ Penticton: Adjust existing schedule for more 90 more minutes in Penticton to enable connections from Princeton to the Penticton↔West Kelowna midday trips.	0	5,400	230	700	\$1,400	\$12,200	\$3,900	\$6,900
17. Penticton ↔ West Kelowna: Introduce two round trips per day, Monday to Friday at commuter hours.	2	66,800	1,260	18,800	\$14,100	\$223,700	\$141,600	\$68,000
18. Penticton ↔ West Kelowna: Add three additional midday rounds trips Monday and Wednesday, and Friday to connect with services originating in Osoyoos and Princeton.	0	40,300	760	11,400	\$8,500	\$82,700	\$35,600	\$38,600
21 Osoyoos ↔ Penticton: Increase service to two round trips per day Monday to Friday and connecting with midday West Kelowna service from Penticton. a) Add one Friday morning trip.	0	7,300	170	500	\$1,300	\$9,600	\$2,900	\$5,400
b) Add one Friday afternoon trip.	1	6,000	140	400	\$1,000	\$32,300	\$25,400	\$5,900

Service Option	Buses**	Additional total kms	Service Hours	Rides	Total Revenue	Total Costs	Net Local Share of Costs***	BC Transit Share of Costs****		
Targeted Transit: Regional and Inter-regional Service										
c) Convert existing Monday Osoyoos ↔ Kelowna trip into two Osoyoos ↔ Penticton trips.	0	1,300	30	100	\$300	\$1,700	\$400	\$1,000		
22. Osoyoos ↔ Penticton: Increase service to four round trips per day, Monday to Friday to provide northbound and southbound commuters access to major employers in the Oliver area.	1	53,500	1,260	3,800	\$9,600	\$95,000	\$44,000	\$41,400		
		Custor	n Transit:	HandyDar	t					
30. Penticton handyDART: Aligning the hours of operation Monday through Fridays more closely with the regular conventional service (excluding night service). 31. Penticton handyDART: Consider introducing handyDART on Saturdays.	0	10,200	700	4,500	\$3,000	\$32,300	\$7,800	\$21,500		

Notes:

Annual lease fee costs for a custom vehicle used in these estimates is \$46,400.

^{*}Estimate based on 2013/14 budgets. Final costs may change based on budgets at the time of implementation confirmation of final operational details.

^{**}The vehicle requirements shown here appear feasible but would need to be confirmed by BC Transit's Fleet Standards department closer to the implementation date,

^{***} Net Local Share of Costs represents local share of costs less estimated revenue

^{, ****}BC Transit share of costs do not include BC Transit share of Vehicle Lease fees

Revised Governance

Decision-making, administrative transit knowledge, transit resources, public information, fares and schedules are largely fragmented across the five separate systems in the RDOS. Better integration is an essential step to implementing the Transit Future Plan and enabling services that coordinate seamlessly for transit customers.

Governance-related decisions fall into several layers of transit provision including Customer Information and Riders Guides, Fares and Pass Structures, Schedules, Driver Hours, and Fleet Resources. For the future, integrating service on one or more of the topic areas will have an overwhelming impact on the efficiency and effectiveness of transit in Okanagan-Similkameen and how it serves it's communities. See Appendix One in the plan for further details regarding the existing issues and the benefits of integration.

The Case for Improved System Integration Each transit system within the RDOS is composed of layers of transit provision: Is this redundancy and multiplicity needed? **Transit Information/Riders** Many residents are **Guides** These functions unaware of the transit **Fares and Passes** services in neighbouring are all carried communities. Integration **Schedules** out in **quintuplet** of some layers could make Resources - driver hours within the RDOS transit easier to use, while Resources - fleet also making transit provision more efficient. Marketing and promotion

Therefore it is strongly recommended that the first priority out of this Transit Future Plan is to begin a regional discussion about levels of integration and potential strategies. Recent successes in the West Kootenay area could form a model to guide this process. .

System integration can be achieved while maintaining multiple operating companies. Given the spatial extent of transit service in Okanagan-Similkameen and blend of existing operating companies (one commercial and three not-for-profits), this would be the recommended condition for system amalgamation.

If supported, in order to move forward on regional integration, a number of steps are required in terms of approval and agreement. These steps would be confirmed with local government partners but would likely use the following path:

- Step 1 Regional District of Okanagan Similkameen receives and endorses the RDOS Transit Future
 Plan
- Step 2 A Regional Transit Advisory Committee is formed and elected officials are appointed as members. The members and municipalities they represent agree to recognize the Committee as responsible for setting regional fares, processes and products as well as respect recommendations of the Committee for regional planning initiatives, expansion priorities and service hour allocation.
- Step 3 The Committee endorses a Terms of Reference which agrees to participate in a single schedule for the system, and in doing so, acknowledge local service changes must be done in line with scheduled regional changes. Further, the committee honours a regional fare structure approved by the committee, but in doing so, not give up the right to set a local fare.
- Step 4 BC Transit would then work with the local government partner staff to develop a preliminary integrated schedule for transmittal to the Transit Committee for their review and discussion.
- Step 5 The proposed service implementation and integration is discussed and approved by the Transit Committee.

This path would then enable implementation of the integrated service. Since the costs for service options presented in this Plan have been determined based on a non-integrated state, a more integrated transit system and governance structure would not only bring a more positive passenger experience and higher ridership but also a more cost-effective service.

Note that a number of the service options contained in this plan look at extending service to areas in neighbouring jurisdictions such as the Penticton Indian Band Lands and the Central Okanagan regional District. These initiatives will require the formation of new partnerships. These partnerships could be formed inclusive to a Regional Transit Advisory Committee or separately from it. Regardless, it would be supportive of transit in the area to:

- Seek broader involvement of RDOS local governments in transit partnerships, including municipalities and Indian bands currently not involved
- In partnership with other local governments in the North Okanagan and Central Okanagan
 Regions look for opportunities to conduct long-term transportation planning collaboratively,
 including an assessment of future demand and potential modes/vehicle types (bus, rail,
 cycling, park and rides).

Service Design Standards and Performance Guidelines

As part of the ongoing management of the transit network, service standards and route performance guidelines are being developed for transit systems across British Columbia as tools that can be used to help make service planning decisions and measure how well the transit system is progressing towards achieving its vision, goals and targets.

- Service standards define service levels (frequency of service, span of day service is provided, days of the week when service is provided), the service area and when new service should be introduced to an area.
- **Performance guidelines** measure service effectiveness and monitor how well the transit system is progressing to achieving the vision of the Transit Future Plan.

These measures are meant to ensure an acceptable level of service quality to the customer, and along with the Transit Future Plan, guide planning decisions and recommendations for transit. The performance guidelines are monitored and inform the Annual Performance Summary (APS) reports presented to transit partners on an annual basis.

Owing to the comprehensive nature of the Okanagan-Similkameen Transit Future Plan, Service Design Standards and Performance Guidelines will be developed once the new governance model has been established, providing an integrated forum for RDOS review of these guidelines. Upon completion, the service standards and route performance guidelines will be re-examined and renewed in time with updates to the Transit Future Plan. This is necessary since standards and performance guidelines are evolutionary and should grow with the system and development of the community and its changing needs.

Funding the Plan

To meet the mode share and ridership targets of the Transit Future Plan, capital and operating investments in the transit system will be required over the next 25 years. Annual operating costs are based on service hours. Hours within Penticton are projected to increase from the existing 22,866 hours to approximately 43,000 hours, while hours for services outside of Penticton, including regional services, are projected to increase from the existing 8,100 hours to 28,000 hours.

The plan also calls for capital investments that include:

- Expanding the combined medium and heavy duty transit fleet from the existing 8 vehicles to 20 vehicles and
- Expanding the combined light duty fleet from the existing 13 vehicles to 26 vehicles (or if the fleet is integrated, to 23 vehicles).
- An updated integrated primary transit exchange at Cherry Lane Mall (Warren Ave) in Penticton.
- New secondary transit exchanges at Okanagan College and within the downtown areas of Oliver, Osoyoos, Princeton, and Summerland.
- Improvements to accessibility and customer amenities at transit stops.
- Pedestrian-friendly improvements to streetscapes in areas undergoing intensification and redevelopment, particularly urban villages adjacent to the Frequent Transit Network.
- Park & Ride facilities on the edges of Penticton, Kaleden, Osoyoos, Princeton, and Summerland.

Given the increase in transit investment expected over the coming decades, the way in which transit is and will be funded needs to be reviewed. BC Transit and its funding partners will need to work together to achieve stable and predictable funding sources beyond the existing mechanisms.

Budget Development Process

The Implementation Strategy section establishes milestones over the next 25 years which strategically guide the system from today to the Transit Future vision. Supporting annual plans and three year service budget and initiative letters will provide the operational and budget details necessary to implement service changes.

Once the Transit Future Plan is approved it will act as a source of initiatives that drive BC Transit's operational and capital expansion process. This in turn guides budget development for BC Transit

and the RDOS, as well as BC Transit's annual provincial budget submissions. Since provincial funding for transit is confirmed on an annual basis, implementation of any option requiring expansion is dependent on BC Transit's fiscal year budget, and available provincial funding normally confirmed by the province in mid-February each year.

Implementation of specific service options and packages is also dependent on allocation of available provincial transit expansion funding between transit systems as determined through BC Transit's Transit Improvement Program (TIP).

Once local government has approved a service option or combination of options for implementation – and local and provincial funding has been approved, if required – an Implementation Agreement Memorandum of Understanding (MOU) will be developed for signature by all required parties including BC Transit. This MOU outlines the service changes to be developed for implementation and the roles and timeline for implementation. Once signed, changes to scope may change timelines. Detailed costing will be confirmed throughout implementation.



Keys to Success

To guide the plan from vision to reality will require an on-going dialogue between the Province, BC Transit, the RDOS and its local governments, and local authorities on transportation policy, funding and the linkage between land use and transit planning.

The Transit Future Plan builds upon previous plans (Official Community Plans, the South Okanagan Regional Growth Strategy, and Neighbourhood Land Use Plans) and will be used to communicate the vision and direction for transit in the RDOS. This plan identifies transit supportive policies outlined in local OCPs and the South Okanagan Regional Growth Strategy. Other steps required for the success of the plan include integrating the transit strategy into other municipal projects, land use and development decisions, supporting travel demand management measures, transit oriented development and transit friendly land use practices.

BC Transit will work with the RDOS and other local partners to begin to take steps to guide the Transit Future Plan from vision to reality. These efforts will only be successful if done in partnership, with continuous dialog between these partners to ensure strong links between:

- Land use planning and transit planning
- Provincial and regional transportation and transit planning
- Transportation policy and funding availability







THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: July 9, 2015

TO: Linda Tynan, Chief Administrative Officer

FROM: Jeremy Denegar, Director of Corporate Services

SUBJECT: Resolution brought forward from Special Closed Session June 22, 2015

PURPOSE:

To bring forward to a public meeting the appointment of members to the District of Summerland Water Advisory Committee.

BACKGROUND:

At a Special Closed Session on June 22, 2015, Council reviewed applications for to fill vacancies and renewals on the District of Summerland Water Advisory Committee. A resolution was made as follows:

THAT Council appoint Katrina Magolan and Gord Shandler to the Water Advisory Committee, term to expire March 31, 2017.

Respectfully Submitted,

Jeremy Denegar

Director of Corporate Services

Approved for Agenda

THE CORPORATION OF THE DISTRICT OF SUMMERLAND ITEM 10.1 - CORRESPONDENCE – INFORMATIONAL ITEMS July 13th, 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. Woodworks	2015 Community Recognition Awards	Receive for information
Development Services	Building Statistics Summary	Receive for information
Development Services	Monthly Planning Report for June	Receive for information
		Add to policy review file
4. Don Hudgeon	Proposed OCP Amendment Public	Receive for information
	Hearing	
Mayor Waterman	Letter to Ministry of Health re IHA	Receive for information
	Laundry Privatization	
6. Hospital Employees'	Thank you to Council for support	Receive for information
Union		
7. Coralee Oakes Ministry	Unconditional Grant Funding	Receive for information
of Community, Sport &		
Culture	Description Character Managing Transfer	Receive for information
8. Linda Tynan, CAO	Response to Shane Norris re Trout Creek Sewer Extension	Receive for information
9. Shane Norris	Letter re Trout Creek Sewer Extension	Receive for information
9. Shalle Norths	requests	Neceive for information
10. Linda Tynan, CAO	Response to Steven Callaghan re	Receive for information
10. Emaa Tynan, exe	servicing costs	neceive for information
11. R.E. Norris	Trout Creek Sewer Extension concerns	Receive for information
12. Peace River Regional	Call to Minister Bill Bennett to rescind	Receive for information
District	Order in Council No. 148	
13. Wendy Thomas	Signage suggestions	Receive for information
14. John McGough	Copy of letter he sent to the owner re	Receive for information
Quinpool Patio Homes	tree removal	
15. Paul Richards	Tuesday Farmers Market signage	Receive for information
		Referred to staff
16. Don Darling, Director of	Copy of letter being sent property	Receive for information
Works and Utilities	owners re second service connections	
17. Marian Rudisell	Copy of letter from Ministry of	Receive for information
	Transportation re safety concerns Hwy	
	97 intersection	

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OUTSTANDING ITEMS

18. Agricultural Irrigation Water – Prairie Valley Area	Receive for information
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

Canadian Wood Council

Conseil canadien du bois



Program of the Canadian Wood Council
RECEIVED

JUN 3 0 2015

District of Symmerlen-

June 2015

Dear Mayor and Members of Council:

We are looking forward to your annual UBCM Convention in Vancouver this September.

With this letter, I invite your community to nominate a recently completed civic building for the **2015 Community Recognition Awards**. The awards are presented annually to communities that advocate for specifying wood use in a local project or through visionary initiatives that work toward building a community culture of wood.

Wood use in public buildings brings pride to B.C. towns and cities, and leaves a lasting legacy, which is an enduring celebration of our culture of wood. **You can nominate a project today: www.wood-works.ca/bc**

If you are thinking of a new project, there has never been a better time to take advantage of the many benefits wood has to offer.

Why wood? Wood is good!

Choosing wood for building is a good choice for socio-economic, environmental, budgetary and health reasons. It's a good choice for our economy, as forestry is a significant economic engine in B.C., and either directly or indirectly benefits us all.

It is also the best choice for the environment, as nothing can make a green building "greener" than optimizing the use of wood materials. Growing trees absorb CO2 and emit oxygen; wood materials sequester CO2 throughout their use; and substituting wood for other materials avoids substantial amounts of CO2 emissions. The result: high performance civic buildings which recognize our wood history and help us realize future sustainability goals.

Advanced technology and modern building codes are expanding opportunities for wood building products and systems. The result: distinctive and innovative civic buildings, designed and built throughout B.C. - which are also cost-effective. Our province's wealth of leading-edge designers, supported by organizations such as Wood *WORKS!* BC and the Canadian Wood Council, can show you how to make more of your scarce building and operating budgets. Our technical advisors can outline all the recent innovations in wood building products and systems to create comfortable, flexible, healthy and effective spaces.

There is a growing body of research demonstrating that working, learning and healing environments can be more healthful if they include natural elements in design, including wood. Demonstrated positive impacts include higher levels of health, better concentration and generally improved occupant performance for workers, students, patients and residents.

What's new in the world of wood? Consider the advantages and possibilities.

Our technical advisors can outline all the recent innovations in wood building products and systems to create comfortable, flexible, healthy and effective spaces. We are here to offer our technical expertise, training and education to help your local government realize a lower carbon footprint, and warm, beautiful, human-centred environments in which people thrive. Please call me if you are ready to move forward with a new civic project and I can give you more information on the free services Wood *WORKS!* BC can provide to your project teams.

Yours truly,

Lynn Embury-Williams Executive Director

B. L. S. by

Wood WORKS! BC

WOOD WORKS! BC

837 Riverside Drive, North Vancouver, BC V7H 1V6 I Toll Free: 1-877-929-9663 ext. 1

www.wood-works.ca

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About Wood WORKS! BC

Wood *WORKS!* is a national industry-led program of the Canadian Wood Council, with a goal to support innovation and provide leadership on the use of wood products and systems. Through workshops, seminars and case studies, Wood *WORKS!* provides education, training and technical expertise to building and design professionals and local governments involved with commercial, institutional and industrial construction projects throughout B.C. For more than 17 years, Wood *WORKS!* BC has facilitated practical, efficient, versatile and cost-effective building and design solutions through the use of wood – the most sustainable, natural and renewable building material on Earth.

Wood WORKS! BC has also worked extensively with municipalities on projects ranging from fire halls to arenas to recreation centres. Wood WORKS! BC is a recognized resource to help B.C. communities with the "build with wood" requirements on publicly-funded projects under the Wood First Act, and our expertise is available free-of-charge.



Wood WORKS! BC: Services to Local Governments

- Free Technical Advice
 - Architectural, structural, fire, seismic, acoustic, envelope, environmental performance
- Source Wood Design Expertise and Provide Connections
- Community Outreach
 - Local Governments
 - Ministries / Associations
- Source Products and Building Systems
- Professional Development/Liaison
 - · Architectural Institute of BC, Association of Professional Engineers of BC, Building Officials Association of BC
- Wood First Act Compliance Support

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2014 Community Recognition Award winners



AVICC -- Association of Vancouver Island and Coastal Communities (includes several local governments and First Nations in the Comox Valley): Comox Valley Economic Development Society for the Vancouver Island Visitor Centre (Merit: City of Nanaimo and District of Tofino)



NCLGA -- North Central Local Government Association: Town of Smithers for the Bovill Square



AKBLG -- Association of Kootenay Boundary Local Governments: City of Kimberley for the Mark Creek Bridge (Merit: Village of Canal Flats)



SILGA -- Southern Interior Local Government Association: Town of Summerland for the R.C.M.P. Building



LMLGA -- Lower Mainland Local Government Association: Village of Pemberton for the Downtown
Community Barn (Merit: City of Richmond and Village of Harrison Hot Springs)

"The Community Recognition Awards have been presented to large and small communities throughout B.C. Every community can and should build with wood first, and use it wherever possible, including accenting with wood products. Building with wood is good, and being recognized with a Community Recognition Award is icing on the cake."

- Mary Sjostrom, Past Mayor - City Of Quesnel | Past President - UBCM

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uilding Statistics Summary

riod From: Jun 2015 - Jun 2015

ar: 2015

splay Area Permit Billing: Yes splay Area Project Value: Yes



Date: Jul 02, 2015

Area Code : Area Status : All

Time: 10:56 am

Area Rate Type : All

These BUILDING PERMIT(S) ISSUED can be broken down as follows:

1	ENGINEERED	50,000.00
4	SINGLE FAMILY DWELLING	1,623,000.00
1	SIGN	0.00
7	RESIDENTIAL ADDITIONS & ACCESS	144,700.00
2	GARAGES & CARPORTS	63,000.00
1	SWIMMING POOLS	500.00
1.	NEW COMMERCIAL	250,000.00
1	COMMERCIAL ADDITIONS/ALTER	85,000.00
2	RESIDENTIAL - RENOVATIONS	94,000.00
2	PLUMBING / WATER LINE	0.00
2	CARRIAGE HOME	350,000.00
24		2,660,200.00

These BUILDING PERMIT COMPLETED can be broken down as follows:

7		489.500.00
1	PLUMBING / WATER LINE	0.00
1	RESIDENTIAL - RENOVATIONS	24,000.00
1	SWIMMING POOLS	1,000.00
3	RESIDENTIAL ADDITIONS & ACCESS	162,500.00
1	SINGLE FAMILY DWELLING	302,000.00

The comparative analysis of the permits issued is shown in these statistics:

	Month of June		Year to date	
2015	2,660,200.00	24 permits	11,042,000.00	95 permits
2014	1,243,000.00	16 permits	4,410,000.00	63 permits
2013	745,500.00	15 permits	8,269,800.00	78 permits
2012	1,954,250.00	19 permits	10,938,750.00	89 permits
2011	5,405,000.00	18 permits	12,679,000.00	68 permits

Monthly Planning Report for June 2015

ApplicationType	This month	2015 to date	Total for 2014		Street	Address	Application Date	Approved Date
ALR	0	1	2					
Amend Covenant	0	0	0					
Board of Variance	0	0	1					
Bylaw Enforcement	0	0	0				-	-
Development Permit	2	7	17				-	
				1573 1574	NIXON RD NIXON RD	4816 4816	Jun-1-2015 Jun-1-2015	
Liquor License	0	0	0				2	
OCP	0	0	2					
OCP/Rezone	0	0	0					
Rezone	0	4	7				-	
Section 57 Notice	0	0	0				-	
Strata	0	0	0				12	
Subdivision	0	6	12					
Totals	3	26	51					

ApplicationType	This month	2015 to date	Total for 2014		Street	Address	Application Date	Approved Date
Variance Permit	1	8	10					
							-	
				1579	HADDRELL AVE	10216	Jun-10-2015	_
Wharf	0	0	0				11-	

Totals 3 26 51

July 2, 2015

District of Summerland Planning Division

Page 2 of 2

Karen Jones

Subject:

FW: OCP Ammendment

From: On Behalf Of Don Hudgeon Sent: July 4, 2015 9:44 PM To: Council; Ian McIntosh Subject: OCP Ammendment

Mayor and Council

I suppose because I am/was a member of the Advisory Planning Commission I am receiving queries from members of the public regarding the up coming Public Hearing on July 27th. The only information I have is John Arendt's article in last week's Review. Other than that no one really knows anything about this revision. Visiting the District website was not that helpful either because after considerable effort I was unable to find a relevant document. A concerned resident did email me a link to this site, "Proposed OCP Amendment 2014 Bylaw 2014-002".

Is this what the Public Hearing is about?

If so I would suggest details of this amendment (including appropriate schedules and mapping) should,at the very least, be broadly available to the public weeks before the hearing. It is unacceptable to conduct a "public hearing" without providing the "public" with easily understood information prior to the hearing. This is especially true for planning that affects the community for generations.

I suppose much of the public is not really interested in this process but for those of us that are, you folks do not appear to be going about this in a forthright manner.

Regards Don Hudgeon

1



"Come Grow With Us Families, Business, Agriculture"

Office of the Mayor

June 11, 2015

Ministry of Health Honourable Terry Lake Parliament Buildings – Rm 337 PO Box 9050, Stn Prov Govt Victoria, B.C. V8W 9E2

Honourable Terry Lake:

Re: Potential Interior Health Laundry Privatization

Please be advised that the District of Summerland Council held their Regular Council meeting on June 8th, 2015, and passed the following motion:

'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 hospital 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 contact out laundry services and lay off up to seventeen (17) workers at Penticton Regional Hospital.'

The District of Summerland would also like to encourage IHA to meet with HEU to discuss any possible options in order to keep this service in-house. The impact to the families and the communities they live and work in, would be very devastating and stressful to all those involved.

Sincerely,

Mayor Peter Waterman

cc:

MLA Dan Ashton
IHA – Alan Davies, Interior Health
(Director for Support Services)
HEU – Bonnie Pearson, Spokesperson

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



HOSPITAL EMPLOYEES' UNION

PROVINCIAL OFFICE:

5000 North Fraser Way, Burnaby, BC V5J 5M3 • TEL: 604-438-5000 • FAX: 604-739-1510 • WEB: www.heu.org

June 11, 2015

Mayor Peter Waterman District of Summerland 13211 Henry Avenue Box 159 Summerland, B.C. V0H 1Z0

Re: Summerland City Council support of in-house hospital laundry services

Dear Mayor Waterman:

I'd like to take this opportunity to thank you and the entire Summerland City Council for supporting a motion to protect hospital laundry jobs and services in your community.

As you know, the move to privatize hospital laundry services would result in the loss of 175 family-supporting jobs in 11 communities across the region.

Since the Interior Health Authority has already announced that the private contract bidders are located in the Lower Mainland and Alberta, we know that those jobs would most likely transfer out of Interior communities altogether.

Your support means a lot to our members in the Interior, who are facing potential job loss, and to the patients who depend on the quality services they deliver.

Thank you again for speaking out in favour of protecting decent jobs and efficient public health services in your community.

Sincerely,

Jennifer Whiteside

Secretary-business manager

VICTOR ELKINS, President • JENNIFER WHITESIDE, Secretary-Business Manager • DONISA BERNARDO, Financial Secretary The BC Health Services Division of the Canadian Union of Public Employees

U

Karen Jones

Subject:

FW: Unconditional Grant Funding Letter - June 2015 Payment

From: LGIF CSCD:EX [mailto:LGIF@gov.bc.ca]

Sent: June 29, 2015 12:05 PM **To:** General Information Website

Subject: Unconditional Grant Funding Letter - June 2015 Payment

Ref: 158438

His Worship Mayor Peter Waterman and Members of Council

District of Summerland

Box 159

Summerland, BC V0H 1Z0
Email: info@summerland.ca
cc: lcoates@summerland.ca

Dear Mayor Waterman and Councillors:

As discussed in the email sent April 14, 2015, 2014 marked the last year of the Strategic Community Investment Fund (SCIF) program. This was a multi-year program that accelerated Small Community, Regional District, and Traffic Fine Revenue Sharing grants in the early years of the program and reduced them in the later years. Commencing 2015, the SCIF program was discontinued.

The 2015 payment for Small Community, Regional District, and Traffic Fine Revenue Sharing grants funding was divided into two installments: a March installment and a June installment. The March Installment, totalling \$40 million, has already been paid. The June installment, totalling approximately \$75.1 million, will be provided to local governments before the end of June 2015. Thus, the total grant funding for 2015 will be \$115.1 million.

The June installment consists of \$36.7 million for Small Community and Regional District grants to support service provision in areas with smaller tax bases and \$38.4 million for Traffic Fine Revenue Sharing grants to help municipalities enhance policing and public safety programs.

Unconditional Grant Funding	Purpose	Payment Date	Amount
Small Community Grants	Local government services	June 25, 2015	\$249,154
Traffic Fine Revenue Sharing Grants	Defray the cost of local police enforcement	June 25, 2015	\$40,736

If you have any questions or comments regarding the grant payments, please feel free to contact Ms. Jennifer Richardson, Policy Analyst, by telephone at: 250-356-9609, or by email at: Jennifer.Richardson@gov.bc.ca.

Sincerely,
"Original signed by"
Coralee Oakes

1

Karen Jones

From:

Linda Tvnan

Sent:

June 29, 2015 2:53 PM

To:

shanenorris@msn.com

Cc:

Karen Jones

Subject:

Trout Creek Sewer Extension

Attachments:

local service area Part 7 Community Charter.pdf

Hi Shane,

We received your letter regarding the Trout Creek Sewer Extension. I have attached the portion of the Community Charter that relates to petitions for local service areas. Once you review, please let me know if you have specific questions and I'll get back to you. I have highlighted the most relevant areas in yellow.

In accordance with section 212.3, in order to be "successful" (ie move forward) a petition must:

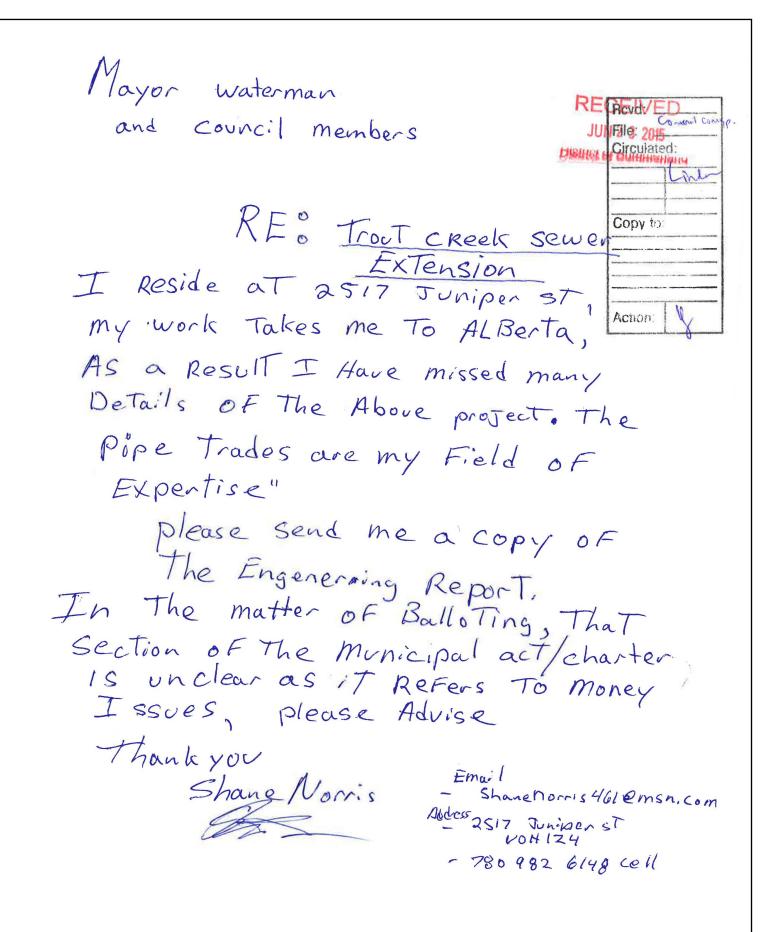
- 1. Be signed by the owners of at least 50% of the parcels that would be subject to the local service tax
- 2. The parcels must represent at least 50% of the assessed value of land and improvements that would be subject to the local service tax.

You have also requested an engineering report. There is no actual engineering report but rather detailed design documents prepared by our consultants for tender. You can find these design drawings/documents in the tender package which is posted on BC Bid (District of Summerland/JUNIPER-MILTMORE-WILLOW SEWER) or on our website under Tenders and Bid.

Please do not hesitate to contact me if you have any further questions at all.

Regards, Linda.

Linda Tynan Chief Administrative Officer District of Summerland Phone 250.404.4043 www.summerland.ca



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Karen Jones

Subject:

FW: questions

From: Linda Tynan

Sent: June 30, 2015 3:50 PM

To: 'swcgeneralcont Subject: questions

Hi Steven,

Once again, my apologies for the delay in getting back to you. I was having difficulty in understanding some of our processes in regards to the water/sewer servicing costs and wanted to ensure that I fully understood before providing a response.

After review, please be advised that the District of Summerland has agreed to reverse the charges for the **extension** of domestic water service (\$1,125) and the **extension** of the sanitary sewer service (1,186). These charges related to the extra costs that would be incurred with a service extension that were deemed necessary due to the road dedication. It has been the practise of the municipality to move the services when a road dedication was involved however that practise will be reviewed. I believe that you have paid the \$1,125.00 to date, in which case, a refund will be required.

You also inquired about the administration fees included in these costs. Such fees are typical – in many situations, the "administration costs" are simply incorporated into the Total labour rates – whereas in this case, they are calculated separately. With the reversal of the \$1,186, I understand that the total "administration" fees that you have been charged is \$448.84.

Please let me know if you have any questions.

Linda.

Linda Tynan Chief Administrative Officer District of Summerland Phone 250.404.4043 www.summerland.ca MEMO ! MAYOR UMTERMAN COUNCUL MEMBERS.

JUNE 26/2015

AF. TROUT CHEK

STURE PROJECT

DECEMBER THE 2014 I ASKED THAT CIVIC WORKERS GO DOOR TO DEOR AND CHECK THE SEVER EXTENSION BEQUESTO NOTHING WAS DONG.

I APPEARS THAT WE HAVE BEEN "SCAMED". THE INDIVIDUAL WHO INITIATED THIS SEWER EXTENSION HAS PLACED HIS HOME FOR SALE, NO INTENTION OF PAYING ADINE, FOR SEWER HOOK-UP.

THIS NEIGHBOURHOOD IS IN TURMOIL,
THE RESULT OF YOUR HASTE TO TAKE HERESAY AS EVIDENCE.

RECONSIDER THE ENHALE PROJECT, WE HAVE SPENDING "TOO, MOOD. OF OUR SAVINGS WHEN THERE IS ALTERNATIVES.

R.E. NORRIS

RECEIVED
JUN 2 6 2015
District of Summerland



PEACE RIVER REGIONAL DISTRICT

Office of: the Chair

via email to: MEM.Minister@gov.bc.ca

JUN 2 3 2015

June 12, 2015

The Honourable Minister Bill Bennett Minister of Energy and Mines Minister Responsible for Core Review Room 301, Parliament Buildings Victoria, BC V8V 1X4

Dear Minister Bennett,

Re: Order in Council No. 148

Thank you for your quick response dated May 13, 2015 on behalf of Premier Clark to the Peace River Regional District letter, dated April 30, 2015 regarding the OIC #148 which removed lands from the ALR through a recommendation from the ELUC.

The ELUC was enacted to protect the environment and it would be important that the "executive committee" examine the duties of the ELUC.

Definitions:

1. In this Act:

"committee" means the Environment and Land Use Committee continued under this Act:

"environment" means all the external conditions or influences under which humans, animals, and plants live or are developed;

Duties of the Committee:

- The committee has the following duties and powers:
 - to establish and recommend programs designed to foster increased public concern and awareness of the environment;

PLEASE REPLY TO:

BOX 810, DAWSON CREEK, BC VIG 4H8 TELEPHONE: (250) 784-3200 or (800) 670-7773 FAX: (250) 784-3201 EMAIL: prrd.dc@prrd.bc.ca

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- (b) to ensure that all the aspects of preservation and maintenance of the natural environment are fully considered in the administration of land use and resource development commensurate with a maximum beneficial land use, and minimize and prevent waste of those resources, and despoliation of the environment occasioned by that use;
 - DEFINITION OF DESPOLIATION TO DESPOIL: WHICH MEANS: 1. TO SEVERELY DAMAGE OR RUIN (a place); 2. TO FORCEFULLY TAKE WHAT IS VALUABLE FROM (a place);
- (c) If considered advisable, to make recommendations to the Lieutenant Governor respecting any matter relating to the environment and the development and use of land and other natural resources;
- (d) to enquire into and study any matter related to the environment or land use;
- (e) to prepare reports, and, if advisable, to make recommendations to the Lieutenant Governor in Council:

Noted in your response is that you specify only Section 7 as though ELUC is acting in accordance with the Act whereas in Section 3 (a) (b) it would appear the actions that have been undertaken are contrary to the Act.

In reviewing your letter and obtaining a copy of the letter to Hydro Chair, Stephen Bellringer, it is also noted that your letter (undated) received by the ALC on Dec. 11th, 2013, shows you have already clearly stated the position of the Province, quote, "The Province is aware that one of the issues at the hearing will be the effect of the Project on agricultural land, some of which is located within the Agricultural Land Reserve." You also stated that, "Considering this joint environmental assessment, and its public hearing process under an independent Joint Review Panel, I am writing to inform you that the Government's current view is that this process should not be duplicated respecting these lands by a further process under the Agricultural Land Commission Act." Further stating, "Should the Project receive approval in the environmental assessment process, the Government will take appropriate action to ensure that the requirements of the Agriculture Land Commission Act will not apply to any of the lands potentially affected by the Project". Finally you state, "Please feel free to draw this letter to the attention of the Joint Review Panel at the hearing."

Even as the process had barely begun, the province was ensuring that they would remove any legal road blocks instead of allowing the Joint Review Panel to conduct the hearings in an unbiased manner. With statements such as were made in the letter to the Chair of BC Hydro and cc'd to Richard Bullock, then chair of the ALC, the province was clearly directing the ALC that there was no need for them to be involved. The ALC Act states that the Commission will only respond through an application process and, in this case, no application was ever made, therefore, there was no ability to respond to the JRP.

We believe that these actions are contrary to the ELUC and the ALC and are not acceptable. We request that you follow the provincially regulated acts and the recommendations of the JRP, rescind OIC # 148 and allow the BCUC to conduct an appropriate hearing.

For your further consideration, the Peace River Regional District forwarded the following resolution to the 2015 North Central Local Government Association (NCLGA) which was endorsed.

Therefore Be It Resolved:

That the Province of BC be requested to rescind Order in Council No. 148 until there has been adequate public input and respect shown for the legal requirements required to apply for removal of lands from the ALR.

There is mounting provincial concern with regard to the loss of valuable food producing lands.

Yours truly,

Lori Ackerman,

Chair

cc: Lieutenant Governor Judy Guichon

Premier Clark

Minister Steve Thompson Minister Norm Letnick

MLA Pat Pimm

MLA Mike Bernier

UBCM members

Regional Districts

Frank Leonard, Chair, ALC

		Acvd: Thankel 6
Karen Jones		File:
From: Sent: To:	Wendy Thomas <	Sirculated:
Subject:	signage	Copy to:
Dear Karen Jones,		
was into the Summerlar	nd City Hall and spoke with you about this and you had req	juested that I email-you.
	started looking for a retirement place to live three years ago place and eventually bought at La Vista.	o. We kept coming back to Action:
	lack of adequate information provided for people visiting y e lack of information on road signs as to where retailers ar	
	approach to them inform visitors as to which exit they shown town area. Most tourists, I am thinking, wouldn't be intreat distances.	
The only indication we ha	nd where the downtown may be located was the visible ba	kery sign from the park!
f you take a look at the s what is down that street.	ignage in Peachland you'll note that off the main street eve	ery side street has signs indicating
	ish more tourists had the opportunity to experience it too. sequence may help us keep our retailers.	Perhaps our suggestions may help
Thank you for your time a	and consideration.	
Yours truly,		
Nendy Thomas		

Quinpool Patio Homes

19-11110 QUINPOOL ROAD, SUMMERLAND, BC V0H1Z5



The owner, 11102 Quinpool Road, Summerland ,BC

June 27th 2015

Dear neighbor,

I am writing on behalf of the owners of Strata Plan KAS 751.

I am asked to draw your attention to the trees on the North side of your property.

At our last AGM on the 12th June 2015, owners expressed their concerns regarding the overgrown trees on the North side of your property. We are concerned on a number of counts.

Firstly the trees pose a serious threat of falling on one of two of our buildings, in the event of a wind storm. This threat could result in serious property damage or worse still personal injury, or even death.

The trees are isolated and higher than anything in the vicinity, making them an attraction for a lightening strike. This could start a fire, which could spread quickly to our two adjacent buildings. The result could be serious property damage and possible loss of life.

Finally we are concerned that the root systems of these trees are amongst and over our Sewer, irrigation and gas pipes. If we are required to remove the roots we will be put to considerable expense and the root base of the trees will be compromised, making them less stable.

We request you take steps as soon as possible, to have these trees removed in order to avoid expensive liability claims and litigation which could result from property, personal injury or death, caused by your trees.

Yours sincerely.

John Mc Gough

Secretary / Treasurer K751- Quinpool Patio Homes

Cc: Johnston Meier Insurance Agencies — Attn. Peter Guenther Mayor and Council for the District of Summerland

Jun gange

Karen Jones		Rcvd: The Girly File: Circulated:
From: Sent: To: Cc: Subject:	Paul Richard <medman1_98@yahoo.com> June 17, 2015 9:14 PM Council Lorna Richard; Paul Richard Signage for Summerland Markets</medman1_98@yahoo.com>	Copy to: Courdi
Firstly I would lik	uncillors, My name is Paul Richard and I manage the Tue se to say how much I love our town (moved here 18 years is been my belief and intention that win/win situations are one concerned.	ago and faised 4 children

We are front line ambassadors for Summerland advising visitors about businesses and things to do, eat or shop.. directions and so on.

I would like to open discussions about signage and Summerlands signage bylaws. I have run the market for the last 7 years or so. Building it up from about 10 vendors to 50-75 vendors in tourist season. It has taken a lot of work and sizable expense on advertising and signage and so on. We have been running this season since April 7th and we have had 11 markets so far.

I have been getting a lot of grief this season from unhappy vendors attending the market. Sales are down 75% from previous years. Attendance from tourists/locals is also down at LEAST 75%. City hall have been helpful putting us on the electronic sign but alas it is NOT ENOUGH. Those folks driving on the highway are just not seeing the message.

The only thing I am doing different this season is signage. I am running the adds in the Summerland Review as previous years. In previous years I had a sign at the Visitor info center and 3 seasons ago do to complaints by chamber members I was forced to move it down the road. The temporary Neon lettered magnetic type sign was welcoming people to visit and advertising 24/7. I ask many attendees how they come to be at the market. Most common reply was we saw the sign on the highway and planned to come back for Tuesday's market.

Mayor Perrino was a big supporter of the market and helped me SMOOTH things over at the Chamber OC. They have been great announcing the market and getting the word out... STILL NOT NEARLY ENOUGH.

I am supporting The Rotary Club and the new Sunday market. I would like to have a Sign like the ones currently along the highway (IGA,Dollar store, Gannies fruit stand, Summerland Motel, Car museum and so on)

So the Sunday Market and I would jointly advertise both markets on the same sign. It would read something like this.

Come visit Summerland Farmers Markets DOWNTOWN Tuesdays 9am-1pm Sundays 10 am -2pm.

I have felt that in putting downtown it gives more exposure to all of the town and what it has to offer.

1

In previous years a memorable story from the health food store when new owners took over several years ago. I quote "I don't know what we will do after the market shuts down in October because Tuesdays are the best sales of the WEEK"

I APPRECIATE your attention and support in this time of need. If anyone has questions or suggestions please respond asap. The summer tourist season is upon us and I don't want Summerland to miss it!

If it would help I will start a petition and Add Campaign to reinstate the sign. Would you like customers and voters to know who supports the markets on council or would you like me continue a LOW KEY approach? It is getting a bit desperate these days PLEASE HELP

Thanks again Paul Richard

p.s. Also have a letter from a vendor if anyone is interested to read it.

2



Works and Utilities

9215 Cedar Avenue Box 159, Summerland, BC V0H 1Z0 Phone: 250 494-0431 Fax: 250 494-3399 www.summerland.ca

June 18, 2015

Dear Property Owner(s):

Re: Second Service Connections

At the regular meeting of Council held May 25, 2015, Council adopted the Fees and Charges Amendment Bylaw No. 2015-15 (the 'Bylaw'). This Bylaw permits residents who have an existing second water service in place as of April 15, 2015, and the purpose of the second water service is domestic seasonal water use, to retain that service at the annual charge set out in the Bylaw. The annual charge to retain the second water service is as follows:

Arable Acres	Annual Charge	
.5 or less	\$ 44.00	
between .51 and 1.0	\$ 112.00	
between 1.0 and 1.5	\$ 184.00	
between 1.51 and 1.99	\$ 254.00	

Our records indicate that your property has a second service that existed as of April 15, 2015. The records also indicate that you were previously contacted about your second service and you either responded that you did not want to retain your service or you did not respond. With the changes contained in the Bylaw we would again request that you consider whether you wish to retain your second service, and pay the applicable annual charge, or if you wish to have your second service removed.

We ask that you contact Works and Utilities at 250-494-0431 **no later than 3:00 pm on Friday, July 10, 2015** to let us know if you want to retain your second service or if you would like it removed. If we do not receive a response from you by this date we will assume you have decided not to retain the second service and we will schedule its removal for the week of July 13, 2015.

If you have any questions regarding this letter please feel free to contact Works and Utilities at 250-494-0431. We thank you for your cooperation.

Sincerely,

Don Darling, AScT GSC Director of Works and Utilities

cc: Chief Administrative Officer
Director of Finance
Council Corrego 7/13

10.1 Informational Items Page 98 of 234

Mayor and Council:

Here is a copy of the

letter decerved back

BRITISH from the District Operations

COLUMBIA Manager re: Highway 97
PARC access.

June 5, 2015

Marian Rudisill 17014 Logie Road Summerland BC V0H 1Z6 Marian Rudsell

RECEIVED
JUN 2 4 2015

District of OHHMHSHSHH

Dear Ms. Rudisill:

I am writing on behalf of Minister Todd Stone in response to your letter dated May 7, 2015 regarding safety concerns at the intersection Highway 97 and the access to the Pacific Agricultural Research Centre and Summerland Ornamental Gardens in Summerland.

Safety is the ministry's top priority, and I appreciate the opportunity to review your concerns. I can confirm that as part of the intersection/traffic safety study that was completed last year for the Summerland area, a turning movement count was undertaken in July 2014 at this intersection. This data was analyzed by our Regional Traffic Engineer and the results of this analysis confirmed that traffic signals are not warranted at this intersection based on the low current side street traffic demand at the intersection.

As you note, this intersection with Highway 97 has overhead flashing beacons installed. In situations where traffic signals are not justified, an intersection control beacon can be installed to enhance the visibility of the intersection, which is the case for this intersection.

A number of other features have been incorporated at this intersection to improve driver safety. The intersection is illuminated with street lighting to improve night time visibility and increase safety. The intersection also has raised concrete medians to provide additional safety for left turn movements on the highway as well as raised concrete islands in all four quadrants of the side road accesses again to further improve safety by guiding motorists at the intersection.

This intersection does not have a history of a high frequency of motor vehicle incidents/collisions, data provided by ICBC shows only one reported incident at this intersection for the most recent 5 year reporting period available Jan 2009- Dec 2013.

Ministry of Transportation and Infrastructure

Okanagan Shuswap District

Mailing Address: 102 Industrial Place Penticton, BC V2A 7C8 Telephone 250-490-8200 Fax 250-490-2231

www.gov.bc.ca/tran

In order to further increase driver awareness of this intersection for approaching traffic on Highway 97 the ministry will be installing oversize "Street Name AHEAD" signs on the highway approaches to the Sun-Oka Beach/Pacific Agricultural Research Centre accesses at this intersection.

The ministry will continue to monitor this intersection for traffic pattern/volume changes and will make any necessary changes to improve safety as warranted by the changing conditions. Please feel free to contact me at 250-490-2227 or via email at Jeff.Wiseman@GOV.BC.CA. if you have any questions or require additional information.

Yours truly,

Jeff Wiseman

District Operations Manager

Cc. Minister Todd Stone - Ministry of Transportation and Infrastructure



Works and Utilities

9215 Cedar Avenue Box 159, Summerland, BC V0H 1Z0 Phone: 250 494-0431 Fax: 250 494-3399 www.summerland.ca

July 6, 2015

Dear Property Owner(s):

Agricultural Irrigation Water - Prairie Valley Area Re:

In 2009 the agricultural irrigation water in the Prairie Valley area was separated to reduce peak demands on the Water Treatment Plant and to reduce operational costs. Although Interior Health Authority has no requirement for this water to be chlorinated, the District continued to chlorinate at low levels and posted signs on all irrigation blue boxes stating the agricultural irrigation water is not safe for drinking.

Chlorine is extremely hazardous and presents a significant risk to life. Although the risk of a leak is low if the chlorine is properly handled, a leak could have catastrophic results as chlorine is heavier than air and a leak at the Summerland Reservoir Chlorination Station would have the potential of flowing down into residential areas in Prairie Valley.

The District feels that it would be in its best interest to shut down the chlorinator on a trial basis. It is proposed that this will be done with the following approach:

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

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

If you have any questions regarding this letter please feel free to contact Works and Utilities at 250-494-0431.

Sincerely,

Devon van der Meulen, AScT Manager of Utilities

Chief Administrative Officer Director of Works and Utilities

Outstanding Council Resolutions

Resolution #	Date	Resolution	ACTION	End date
	*	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
		That Item 9.2 FortisBC Agreement for the Shared Use of FortisBC Structures be deferred	Waiting for response from Fortis	July 13 Council
		That council direct staff to draft a policy to provide training for buskers and street performance, such policy to include addressijng the isue of permits, fees, conditions and guidelines.	Refer draft policy to stakeholders for input.	July 27 council
		THAT council direct staff to prepare a 'Trail Naming Policy' for council consideration.	referred to staff	July meeting
		THAT council direct staff to send Hydro bills to owners of property which received an incorrect HST credit and further, that staff be authorized to hire additional staff as necessary to aid with this process.		

		Person		Anticipated
	Project/Issue	Responsible	Next Steps	Timing
1	Old RCMP lands	IM	In progress.	July 27
	Skateboard Park	JD/BI	Linda and Jeremy met with Wendy Hyer and Bonnie Roller-Routley (SD67) on June	August to
			23. SD67 continues to support original proposed location. Prerequisite: Joint Use	council for
2			Agreement. To bring back to council for discussion.	discussion.
	Lakeside Trail Project	DD/JD	Contractor has commenced work with anticipated completion by middle or end of	End of August
3			August.	
	New Subdivision Servicing Bylaw			2016
4				
	Firefighter training program	GN	The majority of the members will have completed exterior operations certification by	Jun 30, 2015
			the end of June. Waiting on the Office of the Fire Commissioner to supply training	
5			material for Interior operations.	
	Grant app followup - Asset	LT	Grant app submitted; staff to contact for update on expectations. Advised that	
6	Management		grants will be announced in Winter 2015.	
	Grant app followup - Water	DD/DV	Design is complete. Funding application submitted; likely timeframe for grant	
7	Separation		announcements Fall 2015.	
8	DCC Bylaw Amendment	IM	Reviewing other muni's DCC bylaw and looking at options	July 24
9	Grant app followup - Bike BC	DD/MS	Design is complete. Funding application was submitted and will need followup	
	Fortis Agreement - Wholesale	DD/DV	Report is ready for submission.	July 13 council
10	Power Purchase			
	Fortis Agreement - Power Poles	DD/DV	Report is ready for submission.	July 13 council
11				
	Garnet Road Right of Way	JD/DD/IM	Send initial contact letter to affected owners	July 15
12	Aquisition			
	Request for Non-motorized	BI/DD	Approval received by council; BI to contact Test of Humanity.	Jun 30, 2015
13	signage - Test of Humanity			
	Building Bylaw review project	JD/IM	Negotiate terms of reference with MIA and Lidstone	2015-2016
14				
	Online registration system -	JD/BI	Report to council	TBA
15	Recreation			

	Person		Anticipated	
	Project/Issue	Responsible	Next Steps	Timing
	Leases of municipal properties	JD	In progress; will bring forward leases to upcoming council meetings as prepared.	
16				
17	Wharton Street RFP	IM	To go back to council for discussion of parameters	June 22 IC
18	Busker Policy	LT	Policy presented to council; distribution to stakeholders for comment.	July 27 council
19	Miltemore, Willow Sanitary Sewer	LC/DD	Tender has been issued. Closing date of Tender is Thursday, July 23.	June 30
20	Protocol Agreement - PIB	LT	Mtg with RDOS staff, muni staff and PIB re referrals and protocol discussion (land use)	July 14, 2015
21	MTI Bylaw issue	JD	JD to work with all departments to review MTI Bylaw	Aug 2015
22	Citizen Survey	LT	Preliminary	1st quarter 2016?
23	Community Engagement Policy	LT		Sep, 2015
24	Parks and Recreation Masterplan	BI/LT	Reviewing RFP templates; issue RFP	Delayed to July 30
25	Debt, surplus, reserve policies	LC	Update research and draft policies	
26	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. \$50,000 lease payment received	Sep, 2015
27	Fleet Renewal Policy	JD/LC/DD	Corporate Services to work with Works and Utilities/Finance	Oct, 2015
28	Sidewalk Master Plan	IM	In progress.	Nov, 2015
29	Cemetery Upgrades	DD/MS	Retaining wall, paving, and drainage at Peach Orchard Cemetery	July 31 for RFP issue
30	Scale Replacement at Landfill	DD/MS	Continue to work 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	July 31
31	Flume and Water Intake	DD/DV	Currently under design. Funding application was submitted and will need followup	July 31 Design

		Person		Anticipated
	Project/Issue	Responsible	Next Steps	Timing
	Raw Water Slidegate Upgrade	DD/DV	Confined space issue. Preparing scope of Work	June 30 for RFP
32				issue
	Wastewater Filtration and Grit	DD/DV	Design is complete. Funding application was submitted and will need followup	
33	Removal Upgrade			
34	Cultural Plan	IM	Cultural Task Force underway	
35	Resolve OCP Growth Strategy	IM	Public hearing on amended bylaw to be held July 27th	July 27
36	Backyard Chicken bylaw	JD	Staff report with options to council	Aug 24 Council
	Perpetual Slide	DD/MS	Draft report received. There are some errors in the report and a resident survey	July 27
37			needs to be completed before the draft can be circulated.	
	Fire Training Facility	GN	Site fully serviced; fencing completed. The contract for the training building has been	Nov 30, 2015
			awarded, expected completion date for the building is mid-October.	
38				
	Rodeo Grounds footings	BI/DD	Gwen Shaw, Maarte, BI met on June 15/15 discussed materials and potential dates	
39			for project	
40	Sister City (gift received)	BI	Contacted Leanne for update with signage for Kin Park	
	Foreshore Tenures with Crown	JD	In progress	Dec, 2015
41				
42	Deputy Corporate Officer	LT/JD	in progress; hope to complete week of July 6	July 10, 2015
43	IT Coordinator	JD	Posted and gathering applications	Jul 10, 2015
	Engineering Technologist	DD/LT	Interviewing candidates	ASAP
45	Asset Management	LC	Waiting on results of grant application before determining next steps.	
	Joint Use Agreement	JD	Jeremy and Brenda to meet with Bonnie to negotiate Joint Use Agreement	July-Aug 2015
46			(prerequisite for skateboard park). Aiming for meeting on July 10.	
	Lease of Municipal Property to	JD	Advertisement of disposal of municipal property submitted to local newspaper	June 25 and
47	Rosa Pagliocchini			July 2
	Power Surge Event	DD/DV	Prepare letters to residents advising option to purchase meter socket surge	July 15
48			protectors from District at cost	
	Cell Tower Policy	JD	Gathering cell tower policies from other municipalities. Will prepare a report to	Aug 2015
49			Council.	

		Person		Anticipated
	Project/Issue	Responsible	Next Steps	Timing
	Trail Signage	LT/BI	Gather examples and develop a trail signage plan / policy. Intend to engage	
50			contractor to assist with trail signage plan	
	Policy: Air BnB; vacation rentals		For council discussion	Fall 2015
51				
52	Business License Bylaw	JD/LC/DD	Review draft (written), finalize and take to council	Fall 2015
53	Dog Regulation Bylaw	JD	Review draft bylaw to replace existing bylaw. Bring to Council.	Fall 2015
	HST Residential Energy Credit	LC	Prepare billing for approx 700 customers to recover the credit given in error. Expect	
54			to have staff available to work on the project by the end of July	

THE CORPORATION OF THE DISTRICT OF SUMMERLAND ITEM 9.2 – CORRESPONDENCE – COMMITTEE/COMMISSION MINUTES

July 13th, 2015 – Regular Council Meeting

RECOMMENDATION:

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

COMMITTEE MINUTES

Climate Action Committee May 21, 2015	Receive for information
Heritage Advisory Commission May 20, 2015	Receive for information
Cultural Plan Task Force May 12, 2015	Receive for information
Cultural Plan Task Force June 1, 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

10.2 Committee/Commission Minutes

DISTRICT OF SUMMERLAND Minutes of the Climate Action Committee Held at District of Summerland Council Chambers 13211 Henry Avenue, Summerland, BC On Thursday, May 21st, 2015 at 8:45 AM

Members Present:

Chairperson D. Hill

J. Arendt H. Sielmann B. Harris N. Hildebrand

Staff Present:

M. Stam, Manager of Works

R. Belyk, Deputy Chief Financial Officer (until 10:00)

Councillors Present:

E. Carlson

Members Absent:

G. Downton, L. Scott

1. Call to Order

Chairperson D. Hill called the meeting to order at 9:20 a.m.

2. Adoption of Minutes

Recommendation:

Moved, seconded,

THAT the CAC meeting minutes dated April 16th, 2015 be adopted.

Carried.

3. Adoption of Agenda

Recommendation:

Moved, seconded,

THAT the CAC meeting agenda be adopted.

Carried.

4. Delegations

None are scheduled

5. Unfinished Business

5.1. Update Climate Action Tracker

The updated Climate Action Tracker will be reviewed at each regular meeting.

5.2. Bike to Work update

The "Bike to Work Week" is a very popular event in BC. There will be celebration stations at Nesters next week Monday through Friday at 7:00 – 9:00 AM. People can register for "Bike to Everywhere Week". A movie will be shown on Tuesday at 6:30 PM in the Centre Stage Theatre.

The allocated CAC budget of \$500 is almost spent. It was proposed that the expense for the large banner will be allocated to the advertising budget since it will be used over several years.

Action: At the next meeting pass a motion to charge the cost of the large banner to the CAC advertising budget.

5.3 Earth Week activities

Overall this was a successful event which included many venues all week. At the Dale Meadows segment the e-bike vendor did not show up but the electric car did. About 300 trees and bushes were planted in the Dale Meadows area. The Cultural Task Force hosted and assisted with many Earth Week Activities. The CAC suggested It would be appropriate to have the CAC more involved with the CTF regarding Earth Week activities.

5.4 Pilot Projects - Evaluation Results

Nine submissions were received many of which were centered on PV solar panels. Only two were selected by the CAC for recommendation to Council. No solar panel projects were selected because those proposed use established technology. See attached e-mail from Lisa Scott to Maarten Stam of May 7, 2015

A discussion ensued about how the value of the proposal for the washing of wine bottles could be optimized.

5.5 Projects proposed by CAC Members

Ten project ideas were submitted and will be reviewed in more detail at a future meeting. A discussion centered on extending the bus service to Penticton to special event days or on all weekends. Some short discussions took place on other project submissions.

Action: Distribute everyone's project submissions to all CAC members (Dave by 28 May). Conduct a detailed review at the next meeting (all).

6. New Business

6.1 Revised ToR

Action: Everyone should send thoughts about new terms of reference to Dave who will then produce a letter to Council asking for clarifications specific to potential staff support before we set out to define new ToRs.

6.2 Committee Membership

Three citizens showed up for the committee fair, only one person was interested in joining the CAC. So far no new members have been appointed.

7. Correspondence

Dave summarized the following correspondence directed to the CAC:

- 7.1 Commuter Challenge
- 7.2 Take the pledge http://bbotpledge.ca/get-started/why-take-the-pledge
- 7.3 Cultural Task Force meeting request

The Cultural Task Force invites one member of the CAC to their meetings. Dave will attend the first meetings.

8. Next meeting date

The next meeting is scheduled for June 18th at 8:45 a.m.

Adjournment

The meeting was adjourned at 10:40 a.m.

This is a correct record of the meeting:		
Henry Sielmann, Recording Secretary	Dave Hill, Chairperson	

HERITAGE ADVISORY COMMISSION

MINUTES 5/20/2015

- 1. Call to Order: 7:00 pm
- 2. Attendance: Councillor Barkwill, D. Hill, S. Johnson, M. Trainer, D. Gregory
- 3. Adoption of Minutes of April 15 2015. Hill/Johnson CARRIED
- 4. Adoption of Agenda: Two additional items, "action items" and "follow-up of these items"

Motion: Agenda adopted as amended. Johnson/Trainer CARRIED

- 5. Delegation: None
- 6. Unfinished Business
 - a. Treasurer's Report: \$834.97
 - b. Light House Place: Considerable discussion took place regarding this item. A geo-tech study of ground water will take place regarding this development. Also discussion regarding the amended street naming policy. Normal protocol did not take place. No request from Council for the Commission's recommendation. Some members of the Commission received an email regarding this matter from Ian McIntosh. The direction the DOS has taken over the last several years has been to use the names of our fallen soldiers on our cenotaph for street names. (most recent street names include Bridgeman, Callan, Heron, Jewell etc). It appears as though Council has taken a new direction whereby street names are chosen to meet a developer's request. The Commission could not recall a similar process in the past.

MOTION: COMMISSION CONSIDER SENDING A LETTER TO COUNCIL EXPRESSING OUR DISAPPOINTMENT WITH THE AMENDED STREET NAMING POLICY AND THE NEW DIRECTION TAKEN: SUBJECT TO ADDITIONAL INFORMATION PROVIDED TO COMMISSION

Gregory/Hill CARRIED

c. <u>CPR Wharf</u> The signage of the CPR wharf needs to be replaced. The Commission can only provide \$900 per annum for signage. Perhaps a partnership with the Rotary Club may be required.

MOTION: THE COMMISSION WRITES TO THE ROTARY CLUB INDICATING THAT THE COMMISSION IS PREPARED TO PARTNER WITH THE ROTARY CLUB TO REPLACE THE CPR WHARF SIGN. THE COMMSSION IS PREPARED TO ASSIST WITH THE DESIGN OF THE NEW SIGN. THE COST OF A NEW SIGN IS ESTIMATED AT \$5,000

Gregory/Hill CARRIED

d. <u>Superintendent's House:</u> Discussion took place regarding acknowledgment of the DOS in the signage. This is a federal building and signage will need to conform to federal standards including bilingual requirements

- e. <u>Nixon Street Development:</u> a brief discussion took place regarding riparian and heritage issues
- f. MacDonald School Letter: A draft letter was presented to the Commission regarding the on-going concerns with the demolition of a heritage building and the incomplete agreement to provide a track and field complex for Summerland.

MOTION: COMMISSION ACCEPTS THE LETTER AS PRESENTED

Trainer/Johnson CARRIED

7. New Business

- a. Commission membership: Still need new members
- b. Earth Week; Lowertown tour: 22 people on tour, appeared successful
- c. April 20th Webinar: informative but need for community to provide funding to consider heritage projects
- d. "Action Items". There is a need to define who is responsible to carry out some of the adopted resolutions
- e. "Follow-up Items". Several items adopted by the Commission have not been carried out. For example: 1) January 14 2015 join Heritage BC at a cost of \$100. 2) March 19th Commission request action of OCP Section 5.1. The approved 2008 OCP included a Heritage Plan for Summerland, yet there currently is no funding for such a plan. 3) March 19 2015, Commission requested the current status of the North Flume Line trail. This trail initiated with the approval of the Neighbourhood Plan for the Cartwright Development, yet no apparent progress since that time. 4) March 19 2015 Commission requested a draft site plan for the West Summerland Train Station. Such a plan would be critical for long term planning for this site. Council receives the Minutes of the Commission and the attending Councillor should report Commission activities (ie adopted

8. Correspondence

a. Heritage BC Conference Oct 1-3 Rossland BC. Some discussion took place regarding efforts to attend this meeting

resolutions) during his/her Councillor's Report.

9. Adjourn



Cultural Plan Task Force

Meeting Minutes

Tuesday, May 12, 2015 at 10:30 a.m.

Council Chambers, Municipal Hall

Present: Barbara Thorburn, Susan Gibbs, Jean Evanishen, Councillor Janet Peake, Dianne Hildebrand, Ellie Van Nie, John Bubb, Denese Espeut-Post, Dan Dinsmore, Margaret Holler, Councillor Doug Holmes

Guests: Ian McIntosh Municipal Planner

1.Call to Order D. Espeut-Post called meeting to order at 10:35 am

2. Adoption of Minutes

 Motion that the Cultural Plan Task Force adopts the minutes as amended for J.Bubb and D.Espeut-Post comments, dated May 1st, 2015. Carried

3. Adoption of Agenda

Motion that the Cultural Plan Task Force Agenda be adopted. Carried

4. Gord Hume Visit

Roundtable discussion held by the group. Generally the group found the
meetings valuable in moving the group forward particularly with respect to
public consensus but there was some concern voiced about his "negative"
impression of Summerland eg. signage, waterfront disconnect and
downtown vitality.

5. Cultural plan development - Scope and Timeline

• D.Dinsmore and B.Thorburn presented a draft Task Manager that follows the Creative City model of Cultural Planning, which the group suggested we follow last meeting. Discussion was held that we need to populate this table with times, persons responsible, etc. Group went through the table briefly. This will be referred to a team with reporting back to the Task Force as a whole for discussion, amendment and finalizing. Questions were raised about the difference between cultural assets and stakeholders and the need to be clear in the teams about this. A team was set to start populating

the chart. This team will include: M Holler, J.Bubb, B Thorburn and D.Dinsmore.

6. Preparation - Moving Forward

- D. Espeut-Post discussed the Creative City Planning Toolkit Summary. She suggested we start with the "What is Culture" from the Burlington Cultural Plan. We can adapt this meaning of culture as the process goes on.
- A Stakeholder list should be started now by the Cultural Assets Team. They
 could develop this by theme eg. business groups. A logical time for this to
 be completed is before the consultation part of the plan, perhaps the end
 of June 2015.
- Developing the knowledge base and frame issues to be considered by reporting two areas per meeting by a team that would have more knowledge on that area. The team could bring in external "experts" to discuss these areas. This will include Economic Development-D.Dinsmore, Downtown Revitalization-J.Peake, Agriculture-B.Thorburn, Cultural Mapping-Team, Council's Strategic Planning-D. Holmes, Arts and Heritage-S.Gibbs, J.Evanishen, M. Holler, City Hall issues-I.McIntosh, Environmental Issues-M.Holler, Social Issues –J.Bubb, Active Citizenship-D Holmes, Youth Engagement and concerns-J Peake, Tourism-D.Espeut-Post and First Nations-B.Thorburn. The group set City Hall issues, Active Citizenship and Councils Strategic Planning for next meeting. Names were proposed for each area with designated member responsible for the contact as per above. Basecamp to be used to organize these sessions.

7. Summerland Culture - Vision, Problems and Goals

 Roundtable deferred this to the next meeting. B.Thorburn indicated we should refer to the OCP for their community vision.

8. Cultural mapping Team Report – no report

9. Basecamp Tag

• The document listing Basecamp tags presented by John Bubb was adopted by the group as the tags that members would use going forward when posting documents on Basecamp. It was also noted that the document would provide a starting point and more tags may be added in the future.

10. Meeting Dates and Times

- Have two meetings a month.
- Could set Friday morning 2nd or 4th and Monday evening 1st or 3rd of the months to satisfy most members timetables.
- Decision to set meetings on first Monday of the month at 6:30 pm and third Friday of the month at 9:00 am.

11. Action Items

- Cultural Assets and Stakeholders Team report
- Timeline and Task Manager Team report
- Knowledge Base Team report
- I McIntosh, J Peake AND D Holmes presenting Knowledge Base reports on Council Strategic Planning, City Hall Issues and Active Citizenship.
- Reading of Creative City Toolkit, D.Gregory's Plan, Conversation Café
 Summaries and OCP by all members by next meeting.
- 12. Next Meeting June 1, 2015 at 6:30 pm
- 13. Adjourn Meeting -adjourned at 12:35 pm

Certified Correct:

Chair Denese Capeut tost

Recording Secretary

Signed:



District of Summerland

Cultural Task Force Meeting Minutes

Monday, June 1st, 2015 Council Chambers Municipal Hall - 13211 Henry Avenue, Summerland, BC

Present: Denese Espeut-Post, Doug Holmes, Sophia Jackson, Margaret Holler, Susan Gibbs, Jean Evanishen, Janet Peake, Betty-Ann Xenis, Ellie Van Nie, Linda Beaven

Guest: I McIntosh, Municipal Planner

- 1. Call to Order at 6:34 pm
- 2. Approval of Agenda: Motion to approve the agenda. Carried.
- 3. Adoption of Minutes: Motion to approve the Minutes. Carried.
- 4. Cultural Plan Development-Task Manager and Timeline Chart (Time Management Team) M. Holler presented the Project Plan which focuses on the interrelationships between tasks and the timelines. Further population of the plan will be carried out by the team.
- 5. Stakeholder List Update (Cultural Assets Team) The team presented the Summerland Stakeholders chart. Some discussion took place about what is the difference between cultural assets and stakeholders. Further work on organizing and prioritizing stakeholders will be undertaken. S. Jackson will join this team.

Page 1 of 3

- 6. Presentation City Hall Issues: I. McIntosh presented on city regulations that affect the community such as the OCP (Devt Permit Areas), zoning bylaws, subdivision and development bylaw (1999?), building bylaw, sign bylaw, land use procedure bylaw and policies. M Holler said that businesses want to do things to increase the vitality of the downtown and some of the policies don't help to promote that. D. Espeut-Post asked how municipality could promote business through incentives and whether the Lakeshore area is developable. D Holmes suggested a team that could look at updating bylaws for culture. S. Jackson indicated that these suggestions would fall out of our consultation process with business. Members of the group agreed that this was a more efficient approach. This discussion tabled until business responses received in consultation process.
- 7. Presentation Council Strategic Planning and Active Citizenship (Janet Peake and Doug Holmes) D Holmes discussed how the four pillars were used to develop the 2015-2019 Strategic Plan. J. Peake discussed social wellbeing and sustainable environment implementation goals and its citizens' objectives.
 Broader consultation with the public will start in the fall of 2015. D Holmes presented plan objectives for cultural vitality and economic vibrancy. Cultural vitality split into creative community initiative (which is the Cultural Plan) and

Page **2** of **3**

active citizenship which encourages more public consultation. Economic vibrancy including a Mayors Task Force on Economic Development and service excellence.

8. Action Items

- 8.1. Task Manager team will focus on completing population of tasks.
- 8.2. Stakeholders team will focus on webbing and starting communication strategy
- 8.3. Next meeting Presentations are Todd Laidlaw, CAC and Summerland Museum.
- 8.4. Discussion regarding the need for the following teams:
 - Reading Summary; L. Beaven will present the Princeton Cultural Plan for next meeting
 - Comment Collating team: B.Thorburn, M.Holler, L.Beaven,
 S.Jackson-will report next meeting
 - Facebook Development team: B. Xenis, B. Thorburn-will report
- 9. Next Meeting: Friday, June 19, 2015 9:00 am
- 10.Adjournment Motion to adjourn. Carried
- 11.Adjourn at 8:40pm

Signed

Chair Denue Espent. Post

Teleng Denegar Corporate Secretary officer **Recording Secretary**

Page 3 of 3

Maraguet



THE CORPORATION OF THE DISTRICT OF SUMMERLAND

COUNCIL REPORT

DATE: July 8, 2015

TO: Linda Tynan, Chief Administrative Officer

FROM: Ian McIntosh, Director of Development Services

SUBJECT: Note against land title that building regulations contravened on LOT 24,

DL 454, ODYD, PLAN 160, 18555 Matsu Dr

STAFF RECOMMENDATION

1. That Council pass the following resolution:

THAT the Corporate Officer be directed to file a notice in the Land Title Office pursuant to Section 57(3) of the Community Charter on the title of Lot 24, DL 454, ODYD, Plan 160, located at 18555 Matsu Drive noting that a building was constructed on the property without the required building permit or required building inspections, and that further information about it may be inspected at the municipal hall.

- 2. That Council consider whether to direct staff to issue a business licence to authorize wine sales on Lot 24, DL 454, ODYD, Plan 160. Considerations include:
 - a. Whether the building is constructed appropriately limiting risk to the District, and
 - b. Whether to require payment of a \$1769.28 fee to recover the costs associated with processing the building permit application, development cost charges and bylaw enforcement action.

PURPOSE:

To authorize the filing of a notice under Section 57 of the Community Charter advising future owners that a building on the property was constructed without the required permits or inspections.

BACKGROUND:

Current Use: Agriculture (winery and vineyard)

Parcel Size: 4.1ha (10.2ac)

Zoning: A1-Agriculture Small Acreage

OCP: Agriculture M.o.T. Approval: not required

This site is located between Matsu Dr and Whitfield Rd in the northern portion of our community above Crescent Beach. A map of the property is attached as Schedule A.

A building permit application to construct an 18ft by 27ft addition to a winery building was received by the Development Services Department on October 1, 2014. The permit was ready for issuance on December 16, 2014. Development Services staff called to advise the owner the permit was ready for pickup. The owner was in the office at least twice over the ensuing months and staff inquired as to whether they wished to pick up and pay for their permit. Both times staff were advised the owner was not quite ready to pick up the permit. In March, the owner came to pick up the permit and attempted to pay by VISA. The owner was advised that the District does not accept payment by VISA. The owner suggested he would be back later to pick up the permit. The permit was never picked up or paid for and no inspections were requested by the owner.

In June 2015 the owner applied for a business license. On June 25th the District's Building Inspector and Fire Chief visited the site to inspect the building for a tasting lounge business license. At that time it was discovered that the construction had been completed without the required building permits or any of the required inspections.

Section 57 of the Community Charter allows local governments to take action when buildings are constructed without the proper permits or inspections. This section states that "After providing the building inspector and the owner an opportunity to be heard, the council may confirm the recommendations of the building inspector and pass a resolution directing the corporate officer to file a notice in the land title office stating that

- (a) a resolution relating to that land has been made under this section, and
- (b) further information about it may be inspected at the municipal hall."

The Building Inspector's recommendation is attached as Schedule B.

DISCUSSION:

There are two issues for Council to discuss. The first is the Section 57 Notice. The second is the issuance of a Business Licence. These items are discussed separately below.

Section 57 Notice

Section 57 of the Community Charter (attached as Schedule C) allows Council to place a notice on a property title to advise future owners of:

- a bylaw contravention,
- an unsafe structure, or
- construction of a building without the required permits or inspections.

The purpose of this notice is to advise future owners that they cannot rely on the normal expectation that a building was constructed with municipal permits, inspections and oversight. The Municipal permitting and inspection process helps to ensure that buildings

meet the minimum health and safety standards of the BC Building Code. Amendments to plans through the permitting process and adjustments to construction through the inspection process are common. If this process is circumvented it would not be unusual for there to be code contraventions.

In order to limit municipal liability when a situation has come to our attention where normal processes were not followed in the construction of buildings, legislation has provided local governments with the ability to place a notice on the property title advising future owners of this situation. The onus is then on the property owner to have the notice removed under the provisions of Section 58.

Perspective buyers can inquire at the District Office as to the details of the contravention when they are reviewing the property title. Section 57 Notices may affect property insurance or future property sales. The filing of a Section 57 Notice is also a deterrent so owners do not attempt to circumvent the permitting process.

The removal of a notice must be in accordance with Section 58 of the Community Charter, attached as Schedule D which states the notice must be removed when the contravention has been rectified. Technically the notice could not be removed as the structure was built without a building permit or the required inspections and that fact cannot be changed.

Council could agree to remove this notice if the owner provides certification from professionals that the construction meets the minimum requirements of the appropriate codes. In this case the owner has provided a letter from a professional engineer noting that "...it is our opinion that the structure is in general conformance with the requirements of the BC Building Code 2012". This letter is attached as Schedule E. We also have certification from the professional plumber. We do not have documentation from the electrician as of the writing of this report and the engineer's report is not sufficiently detailed.

The district has advised the owner that in order to recommend removal of the Notice we would require professional certification from the electrician and the owner's engineer would have to provide a Schedule B, field review report and Schedule C that specifically notes the footings, foundation, under slab, radon gas control, backfill, framing and insulation & vapour barrier were constructed in accordance with the BC Building Code.

While the construction was completed without a building permit or inspections, the intent of the permitting process is to have buildings that meet minimum health and safety standards. If a professional engineer, plumber and electrician were to provide certification that the minimum standards were met, that may provide Council with enough comfort to have the notice removed.

It is not be feasible for staff to complete the required inspections as it would involve significant de-construction of the building. It is not certain as to whether a professional engineer or other professional could provide adequate certification that the building construction met the minimum standards of the BC Building Code after construction has been completed.

The owner has been advised of this situation and understands the issue. He prefers to have the issued dealt with as soon as possible so Council could authorize issuance of a business license. He will then pursue having the notice removed in due course.

Business Licence

Section 8 of Business Licence bylaw 95-004 allows the Licence Inspector to grant a business licence where he is "satisfied that the applicant has complied with the requirements of the bylaws of the District regulating building, zoning, health, sanitation and business..." This issuance by the Licence Inspector is not discretionary.

In this case there is a serious contravention of the District's Building Bylaw therefore the Inspector cannot issue a business licence. In this case the unauthorized construction is a wine tasting lounge. He has applied for a business licence that uncovered the bylaw contravention. Section 60(5) of the Community Charter allows that where a municipal employee "...exercises authority to grant, refuse, suspend or cancel a business licence, the applicant or licence holder who is subject to the decision is entitled to have the council reconsider the matter." In this case, staff are unable to issue a business licence pursuant to section 8 of Business Licence bylaw 95-004 however Council could reconsider the matter and issue the business licence. The issue for council to consider is whether there is sufficient evidence that the building has been constructed such that there is limited risk to the public who may attend the premises.

Circulation Comments:

This issue has been discussed with the Development Services, Administration, and Corporate Services Departments. No additional comments have been received.

FINANCIAL IMPLICATIONS:

Where building permit applications have been filed, and the permit is never picked up, the cost for receiving and processing the application is not recovered. If construction is discovered prior to completion, a stop work order is issued and construction cannot continue until the required permit is issued and all fees and fines are paid. If the permit is never issued or paid for, any cost incurred during processing of the application is lost. In this case the permit fee was \$290. The building bylaw requires fees to be doubled if work is started without a permit. If work progresses past the first required inspection without a permit, the fees are tripled. If work continues while a stop work order is in effect, fees are five times the permit fee. Typically the applicable fees are payable when a permit is issued. In this case the fees are unlikely to be recovered with permit issuance as staff would not normally issue a building permit for construction that has already been completed. Staff are recommending that the business licence be issued only if a \$1769.28 payment is made. This is equal to triple the original building permit fee plus the applicable development cost charges.

CONCLUSION:

A Section 57 Notice should be placed on the title of the property advising future property

owners that a structure has been constructed without a building permit or the required inspections. This will help limit any liability the District may incur, will advise future owners of the situation and provides a deterrent to others who may consider building without a building permit.

Staff cannot issue a business licence as the applicant has not complied with the District's building bylaw. Council could consider issuing the license if council is comfortable that the building has been constructed appropriately and risk to the District is minimal. One of the financial considerations may be that the owner pay the equivalent fee that would be applicable for constructing without a building permit.

OPTIONS:

- With respect to the Section 57 Notice
 - Council could direct the Corporate Officer to file the Section 57 Notice (staff recommendation).
 - Council could decide a Section 57 Notice is not required and not pass any resolution in this regard. This would allow the building to remain without any notice that the regular permitting process was not followed.
- With respect to the Business License
 - Council could direct staff to issue the business license provided a \$1769.28 payment is made to cover the normal building permit fee (staff recommendation).
 - Council could direct staff to issue the business license without any additional fees. This option would not recover the costs incurred by the District in processing the building permit application and would allow the business to operate.
 - Council could direct staff not to issue the business license. This option would not allow the business to operate until the building bylaw contravention was satisfied.

Respectfully Submitted

Ian McIntosh

Director of Development Services

Approved for Agenda

Linda Tynan, CAO July 8, 2015

Schedule A - Map of subject property





Schedule B - Building Inspector's Report



District of Summerland

13211 Henry Avenue PO Box 159 Summerland, BC V0H 1Z0 Tel: (250) 494-1373

Development Services

Fax: (250) 494-1415

Date: June 29, 2015

To: Ian McIntosh, Director of Development Services

Jeremy Denegar, Deputy Corporate Officer

From: Robert Cook, Building Inspector

lobert Pook.

Re: Construction without a building permit at 18555 Matsu Drive

I attended the above noted property on June 25th with the Fire Chief to complete an inspection of the premises for the issuance of a business license. During this inspection I discovered a building addition had been constructed without the required building permit or any of the required building inspections. This addition is for a wine tasting lounge that will house members of the general public.

I am recommending that Council pass a resolution directing the deputy corporate officer file a Section 57 Notice under the provisions of the Community Charter on the title of the property advising future owners that construction of a structure has been completed without the required permits or inspections.

Regards,

Robert Cook, Building Inspector Schedule C - Community Charter, Section 57

Note against land title that building regulations contravened

- 57 (1) A building inspector may recommend to the council that it consider a resolution under subsection (3) if, during the course of carrying out duties, the building inspector
 - (a) observes a condition, with respect to land or a building or other structure, that the inspector considers
 - (i) results from the contravention of, or is in contravention of,
 - (A) a municipal bylaw,
 - (B) a Provincial building regulation, or
 - (C) any other enactment
 - that relates to the construction or safety of buildings or other structures, and
 - (ii) that, as a result of the condition, a building or other structure is unsafe or is unlikely to be usable for its expected purpose during its normal lifetime, or
 - (b) discovers that
 - (i) something was done with respect to a building or other structure, or the construction of a building or other structure, that required a permit or an inspection under a bylaw, regulation or enactment referred to in paragraph (a) (i), and
 - (ii) the permit was not obtained or the inspection not satisfactorily completed.
 - (2) A recommendation under subsection (1) must be given in writing to the corporate officer, who must
 - (a) give notice to the registered owner of the land to which the recommendation relates, and
 - (b) after notice under paragraph (a), place the matter before the council.
 - (3) After providing the building inspector and the owner an opportunity to be heard, the council may confirm the recommendations of the building

- inspector and pass a resolution directing the corporate officer to file a notice in the land title office stating that
- (a) a resolution relating to that land has been made under this section, and
- (b) further information about it may be inspected at the municipal hall.
- (4) The corporate officer must ensure that all records are available for the purpose of subsection (3) (b).
- (5) If the registrar of land titles receives a notice under subsection (3) and payment of the prescribed fee, the registrar must make a note of the filing against the title to the land that is affected by the notice.
- (6) The note of a filing of a notice under this section is extinguished when a new title to the land is issued as a result of the deposit of a plan of subdivision or a strata plan.
- (7) In the event of any omission, mistake or misfeasance by the registrar or an employee of the registrar in relation to the making of a note of the filing under subsection (5), or a cancellation under section 58, after the notice is received by the land title office,
 - (a) the registrar is not liable and neither the Provincial government nor the Land Title and Survey Authority of British Columbia is liable vicariously,
 - (a.1) the assurance fund or the Land Title and Survey Authority of British Columbia as a nominal defendant is not liable under Part 19.1 of the Land Title Act, and
 - (b) the assurance fund or the minister charged with the administration of the *Land Title Act* as a nominal defendant is not liable under Part 20 of the *Land Title Act*.
- (8) Neither the building inspector nor the municipality is liable for damage of any kind for the doing of anything, or the failure to do anything, under this section or section 58 that would have, but for this subsection, constituted a breach of duty to any person.
- (9) The authority under this section is in addition to any other action that a building inspector is authorized to take in respect of a matter referred to in subsection (1).

Schedule D - Section 58 of the Community Charter

Cancellation of note against land title

- 58 (1) On receiving a report from a building inspector that the condition that gave rise to the filing of the notice under section 57 (3) has been rectified, the corporate officer must file a cancellation notice and, on receiving the notice, the registrar of land titles must cancel the note against the title to which it relates.
 - (2) An owner of land with respect to which a notice has been filed under section 57 (3), may apply to the council for a resolution that the note be cancelled.
 - (3) After hearing an applicant under subsection (2), the council may pass a resolution directing the corporate officer to file a cancellation notice.
 - (4) If a resolution has been passed under subsection (3), the corporate officer must file a cancellation notice in the land title office and, on receiving the notice, the registrar of land titles must cancel the note against the title to which it relates.
 - (5) If the council does not pass a resolution under subsection (3), the owner may apply to the Supreme Court and notify the municipality to attend before the court to show cause why the note should not be cancelled.
 - (6) On an application under subsection (5), after reviewing any evidence that the owner and the municipality may adduce, the court may make an order directing the registrar to cancel the note made under section 57 (5) and, on receiving the order, the registrar of land titles must cancel the note accordingly.

Schedule E - Engineer's report



Structural Engineers

Equilibrium Consulting In-

202-388 West 8th Ave Vancouver BC V5Y 3X2 Canada +1 604 730 1422 Info@eqcanada.com egcanada.com

July 2, 2015

Sage Hills Winery 18555 Matsu Drive, Summerland, BC

Attention:

Rick Thrussell

Owner

Dear Rick:

Re: Sage Hills Winery - Tasting Room

Structural Review

As requested, Equilibrium Consulting Inc. has reviewed the completed tasting room extension built to the south of the original service building at Sage Hills Winery on July 1", 2015.

Based on our non-destructive visual review of the extension, the review of several construction photographs, glulam shop drawings and verbal information provided by Mr. Rick Thrussell, the Owner and builder, it is our opinion that the structure is in general conformance with the requirements of the British Columbia Building Code 2012.

We trust that this meets with your requirements at this time. Do not hesitate to contact us should you have any questions regarding the above.

Yours truly,

EQUILIBRIUM, CONSULTING INC.

J Eric Karsh, Principal MEng, PEng, StructEng, MiStructE

,KDU

PROVINCE OF BRITISH COLUMBIA

J. J. E. KARSH
PROFESSIONAL ENGINEER
23150

DESIGNATED
STRUCTURAL ENGINEER
2, 2018

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EQUILIBRIUN



THE CORPORATION OF THE DISTRICT OF SUMMERLAND

COUNCIL REPORT

DATE: July 8th 2015

TO: Linda Tynan, Chief Administrative Officer

FROM: Ian McIntosh, Director of Development Services

Prepared by Alex Kondor - Development Planner

SUBJECT: Development Variance Permit for Lot 3, DL 475, ODYD, Plan 7641

10216 Haddrell Avenue

STAFF RECOMMENDATION

That Council pass the following resolution:

THAT a Development Variance Permit application to vary Zoning Bylaw 2000-450 Section 8.1.6 (a) to reduce the rear yard set-back from 7.0m to 1.5m to allow for a carport to be constructed on Lot 3, DL, 475, ODYD, Plan 7641, subject to the property owners registering a restrictive covenant on the title of the property prohibiting enclosure of the carport structure **be approved**.

PURPOSE

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

BACKGROUND:

Current Use: Residential

Parcel Size: 2023 sq. m (0.5 acres)

Zoning: A1 – Agricultural Small Acreage Zone

OCP: Agricultural

M.o.T. Approval: N/A

The subject property is located at the intersection of Dale Meadows Road and Haddrell Avenue. The property is ½ acre in size with an existing single detached house located at the south side of the property. A site map is attached as Schedule "A". The owners are applying to vary the District's Zoning Bylaw to reduce the minimum rear yard set-back to allow for a proposed carport attached to the existing house to be constructed 1.5m from the south property line. The proposed carport includes a 4ft x 10ft storage room at the west end of the structure.

Approval of Development Variance Permits (DVPs) are discretionary. DVPs may be issued by Council if the use or density permitted by the zoning bylaw is not affected by the application. Typically DVPs are meant to be considered when site specific

characteristics or other unique circumstances do not permit strict compliance with the existing bylaw. Council may either reject the application, approve it, or approve it with conditions Council deems appropriate.

DISCUSSION:

The property is zoned "A1" in the Zoning Bylaw. Section 8.1.6(a) of the Zoning Bylaw requires structures to be setback a minimum of 7.0m from a rear property line. The requested variance is to reduce this setback to 1.5m. This is a reduction of 5.5m or 80%. The A1 zone regulations are meant to accommodate development on small agricultural acreages. The minimum lot size in the A1 zone is 5 acres however the existing property is only 0.5 acres.

The property is located in the ALR as are all the adjacent properties. The property is not adjacent to any active farm operations and is located in a residential enclave of lots ranging in size from 0.5 to 1.0 acres with the exception of two larger properties across the street. Summerland's residential zones as well as agricultural zones typically have 6m to 7m front setbacks and 6m to 7.5m rear setbacks. There appears adequate space to construct a detached garage or carport elsewhere on the lot however the owners wish to take advantage of the existing driveway location.

Construction of a carport in this area would likely be less intrusive if the structure remained open and essentially just provided a roof to protect parked vehicles and included the small storage area. Carports are often enclosed in future to create more living space in the house. Setback variances have been granted in the past for such structures provided the owners agree not to enclose the space to create a living area in the future by registering a covenant on the title of the property.

A covenant is a common tool for ensuring conditions are met, such as not enclosing the carport in the future. This tool is authorized by section 219 of the Land Title Act. This section allows owners to register a limitation on the title of their property that will provide notice to future owners as to the particular condition and can be in favour of the municipality. This gives the municipality authority to enforce the terms of the covenant.

While this is a significant variance request, it could be supported if the adjacent property owners do not object and the owners register a covenant on the title of the property prohibiting the carport to be enclosed any further in the future.

CIRCULATION COMMENTS:

The application has been circulated to the District's Works and Utilities department and the Fire department. No concerns have been raised. The application has been circulated to neighbouring property owners within 30m of the subject property in accordance with the Land Use Procedures Bylaw. One comment has been received to date from the adjacent property owner closest to the proposed carport addition in support of the application.

FINANCIAL IMPLICATIONS:

There are no financial implications with respect to this application.

CONCLUSION:

The proposed variance is significant from a planning perspective given that the zoning regulations for most zones contemplate a 6.0m to 7.5m rear setback. The requested variance is to reduce the rear yard set-back to 1.5m. The main reason for the variance is to allow the property owners to utilize the existing driveway. This variance request could be supported if the adjacent property owners do not object and the owner registers a covenant on the title of the property prohibiting the carport to be enclosed in the future.

OPTIONS:

- 1. Approve the application for a Development Variance Permit if a 219 covenant, prohibiting the carport to be enclosed in the future, is registered on the property title. (staff recommendation)
- 2. Approve the application without conditions.
- 3. Deny the application.
- 4. Send the application back to staff for further review.

Respectfully submitted,

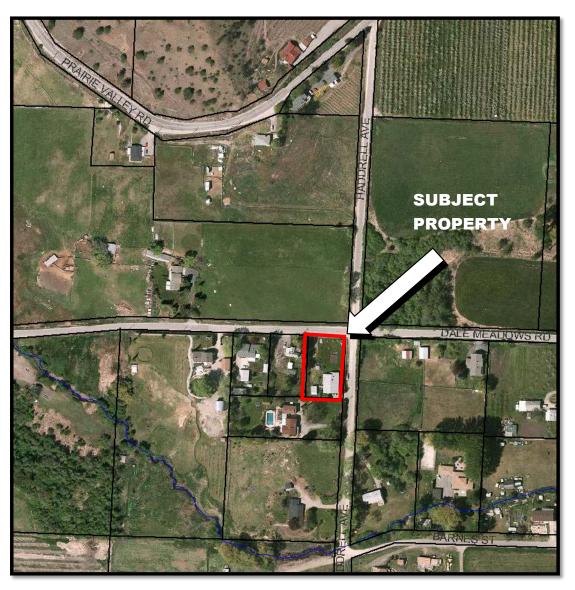
Ian McIntosh

Director of Development Services

Linda Tynan, CAO

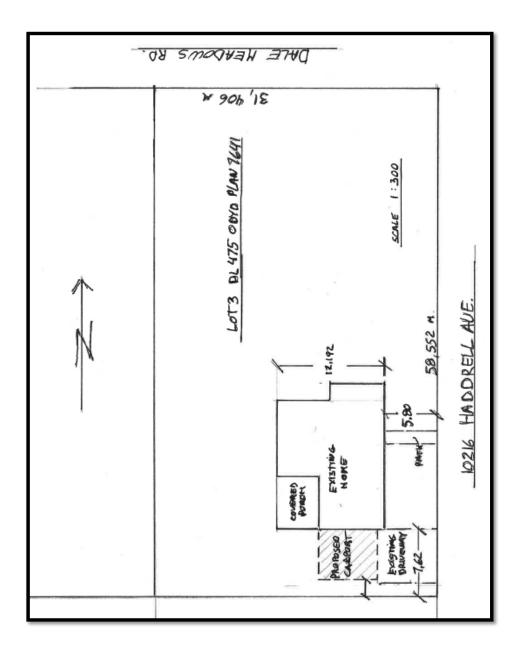
July 8, 2015

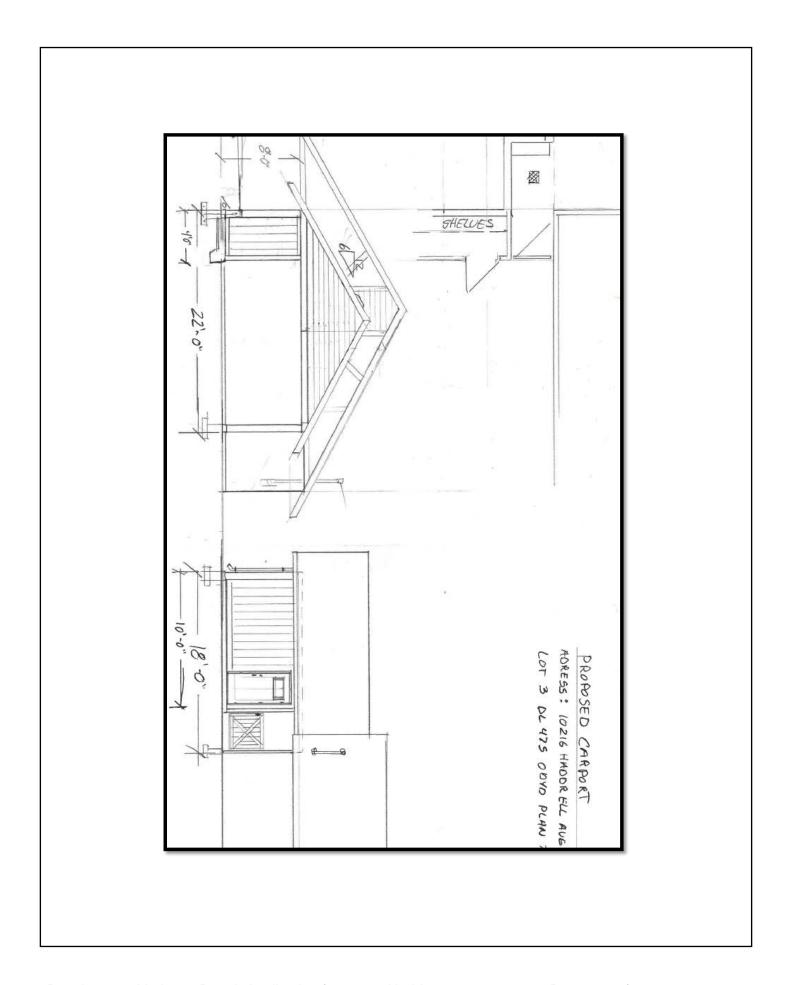
Schedule "A" - Site Map





Schedule "B" - Proposed Addition







THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: June 15, 2015

TO: Linda Tynan, Chief Administrative Officer

FROM: Don Darling, Director of Works and Utilities (authored by Devon van der Meulen, Manager of Uilities)

FortisBC Shared Use Agreement

SUBJECT:

STAFF RECOMMENDATION:

That council pass the following resolution:

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

PURPOSE:

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

BACKGROUND:

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

DISCUSSION:

Some changes are proposed to the Shared Use Agreement and are attached per Schedule 'A'. The District has distribution lines attached to fifty five of FortisBC's power poles along Giants Head Road. Pole contact rates are comprised of costs to FortisBC for financing, tax, maintenance, and administration. According to FortisBC, the financial and cost increases are due to the cost of capital, property tax increases, and maintenance cost increases that are attributable to a 2011 regulatory amendment. This amendment requires FortisBC to include all costs associated with their vegetation brushing program in their operation and maintenance budget. Rates are included for contacts on both distribution and transmission structures. All of DOS contacts are on transmission structures so the Distribution Rates do not apply at this time.

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

STRUCTURE RENTAL RATE SCHEDULE

Annual Base Rate				Contract T	erm			
(Note: This excludes the annual SRRM adjustments)								
		2013	2014	2015	2016	2017	2018	2019
Distribution Rate per Co	ontact	\$ 46.48	\$ 50.28	\$ 54.07	\$ 57.87	\$ 61.67	\$ 61.67	\$ 61.67
Transmission Rate per 0	Contact	\$175.87	\$185.40	\$194.94	\$204.47	\$214.00	\$214.00	\$214.00

Changes of note are as contained Schedule 'A'. The proposed draft agreement is attached as Schedule 'B'.

FINANCIAL IMPLICATIONS:

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

The estimated total annual costs will be as follows, not including the Structure Rental Rate Multiplier (SRRM) as detailed in the definitions and specifies the relevant Statistics Canada pricing index:

2015 - \$10,197 + \$524 = \$10,721

2016 - \$10,721 + \$524 = \$11,245

2017 - \$11,245 + \$524 = \$11,770

2018 - **\$11,770** (remains the same until new rate agreement)

2019 - \$11,770 (remains the same until new rate agreement)

CONCLUSION:

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

Respectfully Submitted

Don Darling

Approved for Agenda

July 3, 2015

Linda Tynan, CAO



THE CORPORATION OF THE DISTRICT OF SUMMERLAND

SCHEDULE 'A'

Article 1.1 Definitions and Application (changes are shown in red)

Changed as per the City of Penticton as Summerland currently has fibre optics and plans to have more in the future.

New clause so existing wording does not exist

Proposed wording

(b) brackets, insulator and their several attachments, and lines of wire for fibre optic lines which are only to be used for District of Summerland and the School District 67 Okanagan Skaha internal communications;

Article 4.4 Other Licences and Approvals

Changed for clarity of wording

Existing wording

The acquisition of any required licences and approvals by the Licensee, including regulatory and environmental approvals, and any financing, design, supply, construction, operation, maintenance and repairs carried out by the Licensee in respect of the Licensee Facilities shall be at the Licensee's own risk and cost, subject always to the Standards and to any other provision of this Agreement.

Proposed wording

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

8.1 Rights of Way

The last sentence was removed as the clause covers "all FortisBC Structures" and specific reference is not required.

Existing wording

(d) The Licensee grants to FortisBC, for the term of this Agreement, an easement and license of occupation for any and all FortisBC Structures located on any Licensee-owned property (other than "streets" or "lanes" as contemplated in Section 6.14 of the Agreement for the Supply of Electricity Wholesale Service between the Licensee and FortisBC in effect between the parties from time to time) within the Licensee's municipal boundaries. Without limiting the foregoing, the Licensee grants to FortisBC, for the term of this Agreement, an easement and license of occupation for FortisBC's facilities known as "49 Line" running from FortisBC's Huth Avenue Substation in Penticton to FortisBC's Summerland Substations to the extent that 49 Line is located on any street, lane or other public space or other Licensee-owned property within the Licensee' municipal boundaries.

Proposed wording

(d) The Licensee grants to FortisBC, for the term of this Agreement, an easement and license of occupation for any and all FortisBC Structures located on any Licensee-owned property (other than "streets" or "lanes" as contemplated in Section 6.14 of the Agreement for the Supply of Electricity Wholesale Service between the Licensee and FortisBC in effect between the parties from time to time within the Licensee's municipal boundaries. Without limiting the foregoing, the Licensee grants to FortisBC, for the term of this Agreement, an easement and license of occupation for FortisBC's facilities known as "49 Line" running from FortisBC's Huth Avenue Substation in Penticton to FortisBC's Summerland Substations to the extent that 49 Line is located on any street, lane or other public space or other Licensee owned property within the Licensee' municipal boundaries.

12.1 FortisBC Shared Use Agreement



LICENCE AGREEMENT FOR SHARED USE OF FORTISBC STRUCTURES

Between

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

and

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

FortisBC Licence Agreement for the Shared Use of Structures

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13.15

FortisBC

FortisBC Licence Agreement for the Shared Use of Structures

THIS AGREEMENT made as of ______, 2015,

BETWEEN:

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

AND:

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

WITNESSES THAT WHEREAS:

- A. The Licensee furnishes certain electricity distribution, traffic, lighting, fiber optic and other services to residents of the Licensee and has requested a licence to use part of a number of structures owned by FortisBC to facilitate the delivery of such services; and
- B. FortisBC is willing to grant to the Licensee a non-exclusive license to attach the Licensee's facilities to certain structures owned by FortisBC, in accordance with the terms and conditions set forth in this Agreement;

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

SECTION 1 DEFINITIONS AND APPLICATION

1.1 <u>Definitions and Application</u>

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

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

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

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

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

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

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

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

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

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

- "Licensee Facilities" means any and all material, apparatus, equipment or facilities owned by the Licensee and proposed to be or actually attached to, occupying or using FortisBC Structures, but excluding any material, apparatus, equipment or facility for the provision of Telecommunication Services. Without limiting the generality of the foregoing, the Licensee Facilities may include any or all of:
- (a) brackets, insulators, transformers and their several attachments, and lines of wire and associated infrastructure for the distribution of electric energy;
- (b) brackets, insulators and their several attachments, and lines of wire for fibre optic lines which are only to be used for District of Summerland and the School District 67 Okanagan Skaha internal communications;
- (c) mast arms, luminaries, supply conductors, relays and other equipment required to operate a street lighting system;
- (d) traffic signal, power and control cables, junction and splice boxes and any other equipment and/or devices normally required for the operation of traffic signals;
- (e) service attachments;
- (f) decorative lighting;
- (g) standards; and
- (h) seasonal decorations.

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

"Notices" has the meaning ascribed to it in Section 13.8;

"Permit" has the meaning ascribed to it in Section 3.3;

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

"Standards" has the meaning ascribed to it in Section 4.1;

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

"Structure Rental Rate Multiplier" means, for any year of the Term, (a) one plus (b) the Electric Utility Construction Price Index for the year

preceding such year minus the Electric Utility Construction Price Index for the year that is two years prior to such year, such difference being divided by the Electric Utility Construction Price Index for the year that is two years prior to such year, as set out in the following formula.

$$SRRM = 1 + \underbrace{(EUCP_p - EUCP_{2p})}_{EUCP_{2p}}$$

Where:

SRRM = Structure Rental Rate Multiplier

 $EUCP_p$ = Electric Utility Construction Price Index (preceding year)

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

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

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

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

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

"**Term**" has the meaning ascribed to it in Section 2.1.

SECTION 2 TERM

2.1 Term

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

2.2 Renewal

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

SECTION 3 APPLICATIONS AND PERMITS

3.1 Application by the Licensee for New Use of FortisBC Structures

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

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

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

3.2 Site Visits

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

3.3 Permits

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

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

3.4 Superseding Permits

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

3.5 Refusal of Permit

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

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

4.1 <u>Compliance with Standards</u>

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

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

4.2 Make Ready Work

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

4.3 Supply of Labour for Installation

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

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

4.4 Other Licences and Approvals

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

4.5 Additional Work Required

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

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

4.6 Emergencies and Hazardous Conditions

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

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

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

4.7 FortisBC Right to Require Work

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

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

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

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

SECTION 5 INVENTORY, STRUCTURE RENTAL FEES AND COSTS FOR REPAIR

5.1 <u>Inventory</u>

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

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

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

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

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

5.2 Structure Rental Fees

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

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

5.3 Invoices

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

5.4 <u>Interest for Structure Rental Fees in Arrears</u>

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

5.5 Costs to Repair

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

SECTION 6 ARREARS AND INDEMNITY FOR UNAUTHORIZED ATTACHMENT

6.1 Right to Verify

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

6.2 Arrears for Unauthorized Attachment, Termination

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

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

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

6.3 Indemnity for Unauthorized Attachment

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

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

SECTION 7 RISK, INDEMNITY, INSURANCE

7.1 No Assumption of Risk

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

7.2 Indemnification of FortisBC

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

7.3 Limited Liability of FortisBC

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

7.4 Insurance

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

SECTION 8 RIGHTS OF WAY

8.1 Rights of Way

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

- (c) If FortisBC is unable to obtain for the Licensee the necessary rights as contemplated by Section 8.1(b), the Licensee shall be responsible for obtaining its own rights of access to the applicable property. In such cases, FortisBC shall cooperate with the Licensee in good faith and provide the Licensee with reasonable assistance in obtaining the Licensee's own rights and hereby consents to the Licensee's use of such rights for the purposes set out in this Agreement.
- (d) The Licensee grants to FortisBC, for the term of this Agreement, an easement and license of occupation for any and all FortisBC Structures located on any Licensee-owned property (other than "streets" or "lanes" as contemplated in Section 6.14 of the Agreement for the Supply of Electricity Wholesale Service between the Licensee and FortisBC in effect between the parties from time to time) within the Licensee's municipal boundaries.

SECTION 9 PROPERTY RIGHTS UNAFFECTED

9.1 Property Rights of FortisBC

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

9.2 Property Rights of the Licensee

Any and all of the Licensee Facilities attached to, occupying or using FortisBC Structures shall be deemed not to be a fixture and the Licensee Facilities shall remain at all times the property of the Licensee notwithstanding any attachment or affixation to a FortisBC Structure. FortisBC shall have no liability

whatsoever to pay or contribute any amount toward any costs, expenses or liabilities with respect to ownership or use of the Licensee Facilities.

SECTION 10 FORTISBC STRUCTURES, FORTISBC BUSINESS AND OBLIGATIONS UNAFFECTED

10.1 Right to Relocate, Remove or Abandon FortisBC Structures

- (a) Subject to paragraph (b), FortisBC exclusively reserves to itself, its successors and assigns, all rights to locate, relocate, construct, modify, operate, use, maintain, repair, remove and abandon FortisBC Structures in such manner as will, in the judgment of FortisBC, best enable it to further FortisBC Business interests. Any new installation or relocation of FortisBC Structures made pursuant to this Section 10.1(a) will be subject to the Licensee's normal permitting requirements.
- (b) If FortisBC wishes to remove any of the FortisBC Structures which it considers no longer necessary for the conduct of the FortisBC Business, it will give to the Licensee no less than 365 days' prior written notice (the "Removal Notice") of the proposed removal. If the Licensee desires to purchase from FortisBC any such FortisBC Structures, it will, no less than 90 days prior to the date specified in the Removal Notice for removal of the relevant FortisBC Structures (the "Proposed Removal Date") give FortisBC notice of such desire, identifying in the notice the relevant FortisBC Structures. FortisBC will transfer to the Licensee the identified FortisBC Structures on such terms as the parties may agree. If, prior to the Proposed Removal Date, the parties cannot agree on the terms on which FortisBC will transfer to the Licensee the identified FortisBC Structures, then FortisBC may remove such FortisBC Structures at any time after the Proposed Removal Date. If FortisBC is relocating their facilities to new structures it will allow the Licensee to relocate its Licence Facilities to the new structures as well. At its option, if FortisBC is willing and able to undertake the relocation of the Licensee facilities, FortisBC will provide the Licensee with an estimate of the cost to relocate the License Facilities and the Licensee shall within 30 days authorize FortisBC to proceed with the work, or indicate to FortisBC that it will undertake the work itself. Should FortisBC undertake the work for the Licensee the Licensee shall pay FortisBC the actual cost within 30 days of receipt of an invoice.

10.2 Condition of Poles

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

10.3 No Interference

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

10.4 Removal of Licensee Facilities Pursuant to Standards or Law

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

SECTION 11 TERMINATION

11.1 <u>Termination of Permits by Licensee</u>

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

Licensee Facilities or upon the expiry of the 6 months' notice period, whichever is later.

11.2 Termination of Agreement by Written Notice

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

11.3 Termination of Agreement by FortisBC for Non-Compliance

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

11.4 Removal of Licensee Facilities

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

11.5 Survival

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

SECTION 12 PRIOR RIGHTS

12.1 Prior Rights Not Affected

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

SECTION 13 GENERAL PROVISIONS

13.1 Expropriation or Prevention By Governmental Authority

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

13.2 <u>Labour Disputes</u>

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

13.3 Failure to Act Not to Affect Rights

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

13.4 Binding Agreement

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

13.5 Entire Agreement

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

13.6 Assignment

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

13.7 <u>Amendment to the Agreement</u>

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

13.8 Notices

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

FortisBC Inc.

Suite 100 - 1975 Springfield Avenue

Kelowna, B.C V1Y 7V7

Attention: Danielle Wensink, Joint Use Administrator

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

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

Attention: City Clerk

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

13.9 Arbitration

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

13.10 Taxes

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

13.11 Further Assurances

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

13.12 Applicable Law

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

13.13 No Representation or Warranties as to Fitness

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

13.14 Severability

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

13.15 Force Majeure

"Except as herein otherwise expressly provided, if and whenever to the extent that either FortisBC or they Licensee shall be prevented, delayed or restricted in the fulfillment of any obligations hereunder, in respect of the supply or provision of any service or utility, the making of any repair, the doing of any work or anything

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

IN WITNESS W by its duly author	HEREOF each party has caused ized representative(s).	d this Agreement to be executed,	
FORTISBC INC			
Ву:		<u> </u>	
Title: •			
THE CORPOR	ATION OF THE DISTRICT O	OF SUMMERLAND	
Ву:		<u> </u>	
Title: •Mayor			
By:			
Title: •Corporat			
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FortisBC

Licence Agreement for the Shared Use of Structures

	FORTISBC		OTIFICATION / APPLICA	ATION
			r Information	
Telus	Г		Requestor Email:	
Shaw	_	eering@telus.com unaganRegion@sjrb.ca	Email : Phone #:	
Eastlink	_	ng@corp.eastlink.ca	Date:	
FortisBC	fortisbc@fortisb	oc.com	File or WO #:	
Other Civin Ad	J [FBC Ref#:	
CIVIC Ad	dress or equivaler	<u>it:</u>	FBC Sup #:	
Pole ID #	ľs:			
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FortisBC Licence Agreement for the Shared Use of Structures

SCHEDULE B

INITIAL CONTACT INVENTORY

(reference Section 5.1)

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

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FortisBC	Licence Agreement for the Shared Use of Structures
TORUSDC	Licelice Agreement for the Shared Ose of Shuctures

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

Total Low Voltage Transmission Contacts: 55

SCHEDULE C

STRUCTURE RENTAL RATE SCHEDULE

Annual Base Rate							
(Note: This excludes the annual SRRM adjustments)							
	2013	2014	2015	2016	2017	2018	2019
Distribution Rate per Contact	\$ 46.48	\$ 50.28	\$ 54.07	\$ 57.87	\$ 61.67	\$ 61.67	\$ 61.67
Transmission Rate per Contact	\$ 175 87	\$ 185 40	\$ 194 94	\$ 204 47	\$ 214 00	\$ 214 00	\$ 214 00



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: June 15, 2015

TO: Linda Tynan, Chief Administrative Officer FROM: Don Darling, Director of Works and Utilities

SUBJECT: FortisBC Agreement for the Supply of Electricity Wholesale Service

STAFF RECOMMENDATION:

That council pass the following resolution:

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

PURPOSE:

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

BACKGROUND:

The FortisBC Agreement expired on December 31, 2012. The agreement was reviewed by staff and compared to the City of Penticton's existing contract. The District of Summerland requested amendments to certain clauses to which FortisBC has agreed (see Schedule A).

DISCUSSION:

The District of Summerland purchases wholesale electricity from FortisBC. The District continues to be supplied with electricity to the sub-stations in accordance with the provisions of the attached agreement. Some changes are proposed to help avoid future issues, to be in line with Penticton, and ensure compliance by both parties. These changes of note which Council should be made aware of are per Schedule 'A'. The proposed draft agreement is attached as Schedule 'B'.

FINANCIAL IMPLICATIONS:

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

CONCLUSION:

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

Respectfully Submitted

Don Darling

Approved for Agenda



THE CORPORATION OF THE DISTRICT OF SUMMERLAND

SCHEDULE 'A'

Article 4.01 Supply of Electricity (changes are shown in red)

Changed as per the City of Penticton to allow Summerland the same opportunity to consider similar power saving initiatives

Existing wording

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

Proposed wording

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

Article 4.06 Limits on Other Supply

Changed as per the City of Penticton. The existing clause restricts the amount of electricity Summerland can purchase from customers such as solar net metering systems. The new clause does not include this restriction.

Existing wording

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

Proposed wording

Unless the District of Summerland has exercised its rights pursuant to the APSA, the District of Summerland shall, during the Term, only purchase electricity from FortisBC and the District of

Summerland's own customers for its own use and the use of its customers within the Service Area. The District of Summerland may obtain electricity from new generation owned and operated by the District of Summerland, generation owned and operated by a third party and generated within the District of Summerland's electrical boundary, or the District of Summerland's customers.

Article 6.06 Maintenance of Adequate Supply Capability

Changed as per the City of Penticton. The existing clause states that once the capacity in a substation reaches 95% of the demand limit, FortisBC is required to make infrastructure improvements that will increase the supply capacity at no cost to the District. Based on the engineered electrical model results, the capacity of the substations, at a 1% electrical load growth rate, will reach 95% capacity in about 6 years. It is anticipated that discussions with FortisBC, electrical studies, design, tendering, construction, and commissioning of a substation will take approximately 3 years. The District must carefully monitor electrical load growth rates and the anticipated timelines to attain commissioning in order to ensure uninterrupted service levels to its customers. Summerland has notified FortisBC that it is on track to exceeding the Demand Limit and that it wishes to ensure compliance with this clause prior to signing.

Existing wording

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

Proposed wording

6.06.1 Where

- (a) except in an emergency condition described in subsection 6.03, the District of Summerland notifies FortisBC that it has taken electricity in excess of 95 percent of the Demand Limit of a Point(s) of Delivery; or
- (b) FortisBC's Load Forecast indicates that the District of Summerland's expected load at a Point(s) of Delivery is in excess of 95 percent of the Demand Limit,

FortisBC shall take appropriate measures, consistent with Good Utility Practice, at no cost to the District of Summerland, to increase FortisBC's supply capability at such Point(s) of Delivery to bring the District of Summerland's anticipated future demand to or below 95 percent of the Demand Limit, subject to any regulatory approval required for such upgrades by FortisBC and in accordance with FortisBC's usual timeframes, which are at present approximately three (3) years, for the planning, regulatory approval, design and construction of such upgrades.

6.06.2 In the event that the District of Summerland requests FortisBC to increase FortisBC's supply capability at a Point(s) of Delivery prior to 95% of the Demand Limit being reached, the District of Summerland shall pay FortisBC for FortisBC's cost in carrying out the upgrade. Subsequently, if and when 95% of the Demand Limit is reached as a measured load at the Point of Delivery, excluding emergency conditions described in subsection 6.03, FortisBC will reimburse the District of Summerland for the cost of the upgrade. In

the case the parties cannot agree on the manner in which to calculate the cost of the upgrade or the reimbursement cost of the upgrade, either party may refer the matter to dispute resolution as contemplated in subsection 12.05. 6.06.3 The District of Summerland shall notify FortisBC of any proposed addition of generation resources greater than 1 MW in size within the District of Summerland Service Area no less than 24 months before the construction of such generation in order to allow FortisBC to assess the impact of such addition to FortisBC's supply capability. In the event that FortisBC determines that upgrades to FortisBC's protection or communications systems are required, FortisBC shall notify the District of Summerland of FortisBC's estimated construction costs of such required upgrades before undertaking construction. Subject to section 6.06.4 below, the District of Summerland shall pay FortisBC for all FortisBC's costs in planning and constructing the required upgrades however FortisBC shall pay for the operating costs of any completed upgrades. 6.06.4 The District is not responsible for any costs to the FortisBC system from the addition of generation resources that are not owned by the District of Summerland.

SCHEDULE 'B' AGREEMENT FOR THE SUPPLY OF ELECTRICITY WHOLESALE SERVICE FORTISBC INC. and THE DISTRICT OF SUMMERLAND

Agreement for the Supply of Electricity Wholesale Service

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ТІ	HIS AGREEMENT is made as of the day of 2015.
ВІ	ETWEEN:
	FORTISBC INC. , a corporation established by a special Act of the Legislature of the Province of British Columbia, having its head office in the City of Kelowna in the Province of British Columbia,. ("FortisBC"),
Al	ND:
	THE CORPORATION OF THE DISTRICT OF SUMMERLAND, a company incorporated under the laws of British Columbia and having an office in the District of Summerland, in the Province of British Columbia. ("Summerland"),
th	WHEREAS FortisBC is a supplier of electricity in the southern interior region of e Province of British Columbia;
	AND WHEREAS Summerland wishes to purchase electricity from FortisBC for its wn use and for resale to Summerland's customers within Summerland's Service Area is hereinafter described;
	AND WHEREAS both FortisBC and Summerland have agreed to the principles et forth in the Proposed Settlement Agreement resulting from the British Columbia tilities Commission Decision dated March 10, 1999.
	4

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

1. **DEFINITIONS**

In this Agreement:

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

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

2. TERM OF AGREEMENT

2.01 Term

This Agreement shall be effective as of	, 2015 and shall continue
for a term of five years thereafter, to	minating on, 2020. Upon
	arties, this agreement may be renewed
prior to, 2020 for an additio	al five year term on the same terms and
conditions.	

2.02 Early Termination

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

3. ACCESS PRINCIPLES SETTLEMENT AGREEMENT

3.01 Access Principles Settlement Agreement Rights

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

3.02 Regulatory Principles

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

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

4. CONDITIONS OF SUPPLY

4.01 Supply of Electricity

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

4.02 Duty to Act Prudently in Arranging for Electricity Supply

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

4.03 Failure to Deliver

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

4.04 Interruptions and Defect in Service

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

4.05 Commodity Services

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

4.06 Limits on Other Supply

Unless Summerland has exercised its rights pursuant to the APSA, Summerland shall, during the Term, only purchase electricity from FortisBC and Summerland's own customers for its own use and the use of its customers within the Service Area. Summerland may obtain electricity from new generation owned and operated by Summerland, generation owned and operated by a third party and generated within the District of Summerland's electrical boundary, or Summerland's customers.

4.07 Retail Access on Summerland's Facilities

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

4.08 Sales out of Service Area

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

4.09 No Liability for Consequential Damages

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

5. CONDITIONS OF SERVICE

5.01 Supply Characteristics

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

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

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

5.02 Underground Facilities

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

5.03 Ownership of Facilities

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

5.04 Revenue Guarantee

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

6. INTERCONNECTED OPERATION

6.01 Obligation of FortisBC

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

6.02 Use of Facilities

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

6.03 Exceeding Demand Limit

Summerland shall not take electricity in excess of the Demand Limit of a Point of Delivery without the prior written consent of FortisBC, unless an emergency condition requires that Summerland take in excess of the Demand Limit, and then only for the duration of the emergency condition. Summerland shall

immediately advise FortisBC when such an emergency condition occurs. Summerland shall reduce immediately its use of electricity to the Demand Limit for that Point of Delivery or to a specified limit above the Demand Limit upon the oral or written request of FortisBC.

6.04 Restrict or Suspend Service

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

6.05 Avoidance of Excess Loads

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

6.06 Maintenance of Adequate Supply Capability

6.06.1 Where

- (a) except in an emergency condition described in subsection 6.03, Summerland notifies FortisBC that it has taken electricity in excess of 95 percent of the Demand Limit of a Point(s) of Delivery; or
- (b) FortisBC's Load Forecast indicates that Summerland's expected load at a Point(s) of Delivery is in excess of 95 percent of the Demand Limit,

FortisBC shall take appropriate measures, consistent with Good Utility Practice, at no cost to Summerland, to increase FortisBC's supply capability at such Point(s) of Delivery to bring Summerland's anticipated future demand to or below 95 percent of the Demand Limit, subject to any regulatory approval required for such upgrades by FortisBC and in accordance with FortisBC's usual timeframes, which are at present approximately three (3) years, for the planning, regulatory approval, design and construction of such upgrades.

6.06.2 In the event that Summerland requests FortisBC to increase FortisBC's supply capability at a Point(s) of Delivery prior to 95% of the Demand Limit being reached, the City of Penticton shall pay FortisBC for FortisBC's cost in carrying out the upgrade. Subsequently, if and when 95% of the Demand Limit is reached as a measured load at the Point of Delivery, excluding emergency conditions described in subsection 6.03, FortisBC will reimburse the City of Penticton for the cost of the upgrade. In the case the parties cannot agree on the manner in which to calculate the cost of the upgrade or the reimbursement cost of the upgrade, either party may refer the matter to dispute resolution as contemplated in subsection 12.05.

6.06.3 Summerland shall notify FortisBC of any proposed addition of generation resources greater than 1 MW in size within Summerland Service Area no less than 24 months before the construction of such generation in order to allow FortisBC to assess the impact of such addition to FortisBC supply capability. In the event that FortisBC determines that upgrades to FortisBC's protection or communications systems are required, FortisBC shall notify Summerland of FortisBC's estimated construction costs of such required upgrades before undertaking construction. Subject to section 6.06.4 below, Summerland shall pay FortisBC for all FortisBC's costs in planning and constructing the required upgrades however FortisBC shall pay for the operating costs of any completed upgrades.

6.06.4 The City is not responsible for any costs to the FortisBC system from the addition of generation resources that are not owned by Summerland.

6.07 Summerland's Facilities

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

6.08 Installation of Facilities

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

6.09 Coordination of Protective Devices

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

6.10 Power Factor

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

6.11 Load Fluctuations

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

system or the plant or property of any other customer of FortisBC or of any other person.

6.12 Hazard to Property and Public Safety

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

- (a) All electrical generating facilities intended to be operated within the Service Area and in parallel with FortisBC's electrical system shall be installed only after FortisBC has been provided with full particulars of the facilities and FortisBC has given its written approval that the proposed operation of the facilities is satisfactory to FortisBC, acting reasonably. Upon completion, FortisBC shall be permitted to inspect the installation.
- (b) Summerland shall ensure that any parallel generating facility installed shall not backfeed into FortisBC's system or facilities unless Summerland receives express permission in writing from FortisBC, which will not be unreasonably withheld.
- (c) Summerland shall ensure that all standby generation facilities within the Service Area to provide electrical service in the event of a disruption of service shall be installed so that they remain at all times electrically isolated from FortisBC's electrical system either directly or indirectly, and shall be installed in such a way that it is not possible for the facilities to operate in parallel with FortisBC's electrical system.

6.13 Permit to Install & Access

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

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

6.14 Use of City Streets and Lanes

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

6.15 Drawings to be Provided

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

6.16 Inspection of Facilities

Each Party may, for any reasonable purpose under this Agreement, inspect the other Party's electrical installation at any reasonable time after giving suitable notice. Such inspection, or failure to inspect, shall not render such Party, its officers, agents, or employees, liable or responsible for any injury, loss, damage, or accident resulting from defects in such electric installation, or for violation of this Agreement. The inspecting Party shall observe written instruction and rules posted in facilities and such other necessary instructions or standards for inspection as the Parties agree to. Only those electric installations used in complying with the terms of this Agreement shall be subject to inspection.

7. PLANNING AND OPERATING INFORMATION

7.01 Increases in Maximum Demand

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

7.02 Records and Forecasts

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

7.03 General Information Requests

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

7.04 Load-Resource Forecast

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

7.05 Load from Previous Year

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

7.06 Scheduled and Maintenance Outages

Each party shall submit to the other Party a list of outages scheduled for inspection, testing, preventative maintenance, corrective maintenance, repairs, replacement or improvements that might affect the delivery of electricity under this Agreement, providing as much advance notice of the outage as can be given in the circumstances. The Parties shall use reasonable efforts to keep such schedules current and to revise such schedules so as to minimize the impact on the other Party's system.

8. METERING

8.01 Installation

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

8.02 Totalizing Metering

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

8.03 Check Metering

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

8.04 Meter Tests and Adjustments

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

8.05 Inspection of Metering Equipment

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

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

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

8.06 Calculating the Amount to be Paid

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

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

8.07 Prescribed Limits

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

8.08 Access to Meters

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

9. INVOICES AND PAYMENT

9.01 Meter Reading

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

9.02 Invoices and Payment

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

9.03 Rates for Electricity

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

9.04 Demand Period and Demand

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

9.05 Billing Adjustments

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

9.06 Late Payments

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

9.07 Taxes

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

9.08 Payment of Accounts

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

10. CONTINUITY OF SUPPLY

10.01 Standard of Performance

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

10.02 Interruptions and Defects in Service

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

10.03 Suspension of Supply

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

10.04 Discontinue Service

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

10.05 Obligations Continue

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

10.06 Other Remedies

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

11. REMOVAL OF FACILITIES UPON TERMINATION

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

12. GENERAL PROVISIONS

12.01 Force Majeure

Neither Party to this Agreement shall be considered to be in default in the performance of any of its obligations under this Agreement to the extent that performance of those obligations is prevented or delayed by any cause which is beyond the reasonable control of the Party prevented or delayed by that cause. If either Party is delayed or prevented from its performance at any time by any act, omission or neglect of the other Party or its representatives, or by an act of God or the public enemy, or by expropriation or confiscation of facilities, compliance with any order of any governmental authority or order of a court of competent jurisdiction, acts of war, rebellion or sabotage, fire, flood, explosion, riot, strike or other labour dispute beyond the reasonable control of the Party or any unforeseeable cause beyond the control and without the fault and negligence of the Party, the Party so prevented or delayed shall give notice to the other Party of the cause of the prevention or delay but, notwithstanding giving of that notice, the Party shall promptly and diligently use reasonable efforts to remove the cause of the prevention or delay.

12.02 Notices

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

12.03 Addresses

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

(a) To FortisBC:

FortisBC Inc. 1975 Springfield Road Kelowna, BC V1Y 7v7 Attention: Legal Department

(b) To Summerland:

The Corporation of the District of Summerland 13211 Henry Avenue Summerland, BC V0H 1Z0 Attention: Administrator

12.04 Dates

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

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

12.05 Disputes

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

12.06 Invalidity

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

12.07 Headings

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

12.08 Enurement

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

12.09 Governing Law

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

12.10 Entire Agreement

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

12.11 Commission Approval

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

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

The Seal of THE CORPORATION OF THE DISTRICT OF SUMMERLAND was hereunto affixed the day of, 2015 in the presence of
Signature
Print Name
Title
Signature
Print Name
Title
FORTISBC INC.
Signature
Print Name
Title

Page 1 of 1

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

District of Summerland - Points of Delivery

1. Trout Creek Substation

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

Nominal Voltage Supplied: 8.3kV

Demand Limit: Summer 6 MVA

Winter 10 MVA

2. Summerland Substation

Description: Load side of FortisBC's 2000 Amp Disconnect Switch on the 8 kV

Bus Supplied by T2 transformer

Nominal Voltage Supplied: 8.3 kV

Demand Limit: Summer 16 MVA

Winter 20 MVA



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: July 13, 2015
TO: Mayor and Council

FROM: Linda Tynan, CAO

SUBJECT: Officer and Deputy Appointments

STAFF RECOMMENDATION:

That council pass the following resolutions:

- 1. THAT the Director of Corporate Services be appointed as Corporate Officer for the District of Summerland.
- 2. THAT the Chief Administrative Officer be appointed as Deputy Corporate Officer on an interim basis.
- THAT the Manager of Financial Services be appointed as the Deputy Financial Officer.

PURPOSE:

To formalize the appointment of the Corporate Officer position and establish the Deputy positions for the Corporate Officer and the Financial Officer.

BACKGROUND and DISCUSSION:

The Community Charter requires that Officer's positions are established by bylaw. The CAO, Chief Financial Officer and Corporate Officer positions are established by Bylaw #2000-157 however, the bylaw does not specifically state that the Director of Corporate Services will be designated as Corporate Officer. In the past, there was a position that was specifically called "Corporate Officer".

The Deputy positions are established to ensure that information can be processed in the absence of the Corporate Officer and the Financial Officer. Once the hiring process is complete, there will be a Deputy Corporate Officer, but in the interim period, it is suggested that the Chief Administrative Officer be given this responsibility.

The Manager of Financial Services is designated as Deputy Financial Officer in the employment contract, but a council resolution was not done at that time. This resolution is a housekeeping point to formalize that appointment.

FINANCIAL IMPLICATIONS:

n/a

OPTIONS:

- Pass a resolution appointing the Director of Corporate Services as Corporate
 Officer, the CAO as Deputy Corporate Officer and Manager of Financial Services
 as Deputy Financial Officer. (staff recommendation)
- 2. Refer the matter back to staff for further review and report.

CONCLUSION:

These appointments will ensure that these positions are formally established and that District business can continue if an individual is away from work or unavailable.

Respectfully Submitted

Chief Administrative Officer



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: July 8, 2015
TO: Council

FROM: Linda Tynan, CAO SUBJECT: Planning Grants

STAFF RECOMMENDATION:

That Council pass the following resolution(s):

- 1. THAT the District of Summerland council support an application to the Infrastructure Planning Grant program for the development of a Trails Network Plan, that staff be directed to prepare an application for a grant of \$10,000 and that this project be ranked as #1 out of three submissions made by the District.
- 2. THAT the District of Summerland council support an application to the Infrastructure Planning Grant program for a study on the feasibility of Solar Energy for use on residential properties, that staff be directed to prepare the application for a \$10,000 grant and further, that this project be ranked as #2 out of three submissions made by the District.
- 3. THAT the District of Summerland council support an application to the Infrastructure Planning Grant program for a study on Irrigator water rates, that staff be directed to prepare the application for a \$10,000 grant and further, that this project be ranked as #3 out of three submissions made by the District.

PURPOSE:

To consider the opportunity to apply for funding through the Infrastructure Planning Grant program.

BACKGROUND and DISCUSSON:

On June 26, the District of Summerland received notification from the Ministry of Community, Sport and Cultural Development that applications are being taken for the Infrastructure Planning Grant Program. The purpose of the program is to assist local governments in developing sustainable infrastructure that will improve public health and safety, protect the natural environment and strengthen local and regional economies. The projects recommended by staff are included in Council's strategic plan and fall within the budget limitations of the grant program.

Council endorsement is required for grant applications.

Staff has identified three areas which they recommend submitting applications for funding. These include:

1. Development of a trails network plan

12.4 Planning Grant

- 2. Solar energy (as recommended by the Climate Action Committee)-study for feasibility for household implementation
- 3. Irrigator water rate structure study

Eligible costs for the planning grants include consultant fees, local government staff time (for projects using in-house resources and in-kind contributions). The deadline for application is July 31, 2015.

The projects proposed are currently included in the operational plan for the District and staff would be initiating them – these planning grants will assist in offsetting some of the costs that we would have incurred.

The program guidelines require that local governments rank the submissions to the grant program. Staff has provided their recommendation for ranking in the proposed resolutions.

FINANCIAL IMPLICATIONS:

The maximum grant for each approved project is \$10,000. A contribution of \$5,000 is required for projects receiving a \$10,000 grant. If the grant is less than \$5,000, no contribution is required from the District.

These projects have all been contemplated previously and would be beneficial to the District. Funding is available in the Climate Action budget for the contribution that would be required for the Solar Energy study. The contribution required for the trails network plan could come from the trails reserve account, which has a balance just under \$100,000. In 2014, a reserve allocation of \$40,000 was made in the water fund to provide funds for the Irrigator water rates project which could be used for the District's contribution.

OPTIONS:

- 1. Endorse the projects as recommended by staff.
- 2. Choose which projects to make application for Planning grants.
- 3. Choose not to participate in this intake to the planning grant program.

CONCLUSION:

All three of the projects recommended by staff have previously be discussed. The availability of the planning grants will assist in offsetting some of the costs associated with these plans/studies if we are successful in the application.

Respectfully Submitted

Linda Tyna**h**, CAO

Schedule A



Ministry of Community, Sport and Cultural Development Local Government Infrastructure and Finance Branch PO Box 9838 Stn Prov Govt (800 Johnson St, 4th Floor Victoria BC V8W 9T1 Phone: 250-387-4060

Fax: 250-387-7972

CIRCULAR

Circular No. 15:10 ARCS File #: 195-20

June 26, 2015

To: All Local Government Chief Financial Administrators

Re: 2015 Local Government Grants Program – Infrastructure Planning Grants

The Infrastructure Planning Grant Program (the Program) offers grants up to \$10,000 to help local governments plan, design and manage infrastructure. The Program can assist in the development of long-term comprehensive plans and feasibility studies that will improve public health and safety, enhance environmental protection and increase infrastructure sustainability. Funding is available for projects that support improved water, sewer, drainage and other environmental infrastructure.

In addition to selection criteria established by the Province of British Columbia, preference will be given to applications that will lead to eventual capital projects and those that promote innovation, build partnerships, generate transferable knowledge and reduce greenhouse gas emissions.

Local governments that are involved in proactive infrastructure planning are better prepared to take advantage of capital grant programs. The Program can be used to help develop the long term plans, and feasibility studies that are often key to the success of an application to a capital grant program (e.g. New Building Canada Fund).

The next round of approvals for the 2015 Program will be based on applications received by July 31, 2015. Program documents can be downloaded from the Ministry's website at: http://www.cscd.gov.bc.ca/lgd/infra/infrastructure_grants/infrastructure_grants/infrastructure_grants.htm

Local governments are encouraged to submit applications on behalf of organizations such as improvement districts, registered water utilities or other small water systems if they have been approached by these groups to assist them to benefit from the Program. Please see the Program Guide for more information regarding such partnerships.

Liam Edwards Executive Director

Local Government Infrastructure and Finance Branch



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: July 9, 2015

TO: Mayor and Council FROM: Linda Tynan, CAO SUBJECT: No smoking bylaw

STAFF RECOMMENDATION:

That council pass the following resolution:

THAT Council direct staff to research and develop a bylaw which bans smoking on all municipal property and to bring report and draft bylaw to council for consideration.

PURPOSE:

It has been proposed that council consider a bylaw that bans smoking on municipal property (including parks and beaches). This is not currently in effect in the District of Summerland.

BACKGROUND and DISCUSSON:

With the current hot, dry spell facing British Columbia, there has been an increased concern regarding risk of fire caused by cigarette butts. It has been proposed that the District of Summerland develop a no smoking bylaw on all of municipal property.

Staff is looking for council direction on this request before proceeding. There are other bylaws that require attention – both development and amendment and if this one is considered at this time – it will "bump" the others that have been in queue. However, staff expects that the time required for the research and presentation of this bylaw to be minimal as there are good "best practices" no smoking bylaws implemented in other municipalities.

FINANCIAL IMPLICATIONS:

n/a

CONCLUSION:

Staff recommends that we pursue the research into a no smoking bylaw for municipal property.

OPTIONS

- 1. Direct staff to research and develop a bylaw which bans smoking on municipal property for council review. (staff recommendation)
- 2. Decide not to pursue a bylaw at this time.

Linda Tynan
Chief Administrative Officer

Respectfully Submitted



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: July 8, 2015

TO: Linda Tynan, Chief Administrative Officer

FROM: Lorrie Coates, Director of Finance

SUBJECT: Grant in Aid request for Summerland Harvest Days project

STAFF RECOMMENDATION:

That council discuss the request made by the Summerland Harvest Days project.

PURPOSE:

Staff has been advised by the individuals interested in coordinating the Harvest Days project that they will be seeking grant in aid funding from the District of Summerland. However, they have not yet indicated what amount they will request. This report is being provided to council to ensure background information is available to consider the request if made at the delegation presentation.

BACKGROUND and DISCUSSON:

Council received a delegation presentation outlining the scope of a Summerland Harvest Days project. It is understood that the project will rely on volunteers to decorate the streets in October and to remove the decorations at the end of the event.

Prior to this meeting, Council has allocated \$7,800 to the following organizations based on requests received outside of the application process. **There is \$4,200 remaining** in the budget 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
Summerland Minor Softball – travel grant U16 Girls Provincial	\$ 500
Summerland Museum and Heritage Society – computers	\$3,600

RELEVANT POLICY:

District of Summerland Policy #200.5 (Grants in Aid). The policy is attached.

- The policy requires applicants to be registered as a not for profit organization or charity
 - Staff has advised the potential organizers of the event that it may be beneficial to look for a "sponsor" for the event such as the Rotary Club or Chamber of Commerce.

FINANCIAL IMPLICATIONS:

Council has \$4,200 of grant in aid budget available for allocation. Should council approve the request for the Summerland Harvest Days project, the amount available for other unexpected new programs and travel requests will be reduced, should any arise between July-December.

CONCLUSION:

The District recognizes the value of the contributions provided to the community by volunteers. 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.

Respectfully Submitted

Lorrie Coates

Lorrie Coates, Director of Finance

Approved for Agenda

Linda Tynan, CAO



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: July 8, 2015
TO: Council

FROM: Linda Tynan, CAO

SUBJECT: Economic Development Service Area - RDOS

STAFF RECOMMENDATION:

That Council pass the following resolution:

THAT on behalf of the electors of District of Summerland, council consents to the adoption of Regional District of Okanagan-Similkameen Regional Economic Development Service Establishment Bylaw No. 2695.

PURPOSE:

To review the request from the RDOS for District of Summerland's consent to a bylaw establishing a regional Economic Development Service.

BACKGROUND and DISCUSSON:

The District of Summerland has received a request from the RDOS to give consent through council resolution to a proposed Regional Economic Development Service Establishment bylaw (see attached schedule A). Unanimous consent of all member municipalities is required before the bylaw may be considered for adoption by the regional district. The RDOS Board has passed three readings of the proposed bylaw.

The background reports which were presented to the RDOS over the past few months are attached for reference (schedules B, C and D).

The RDOS wishes to form a new service to carry on the function of regional economic development.

As outlined in the February 19 Board report (schedule B), municipalities are sometimes wary of regional economic development services due to a perceived lack of local benefits from individual participants, loss of control and decision making on economic development matters and at times, mistrust amongst funding partners. While these concerns should be addressed, best practices suggest that a regional vision and approach to economic development is beneficial.

One of the main reasons that the RDOS has initiated this proposed service is to establish a "placeholder" for support for the Film Commission and other partnerships that the Board may determine from time to time. At the current time, the Board of Directors has funded organizations such as the Film Commission through an informal grant in aid process or out of an ED reserve fund

which is now exhausted. Last year, the film commission received \$30,000. If the bylaw is adopted, funding for such organizations as the Film Commission will be done through this service.

FINANCIAL IMPLICATIONS:

The District of Summerland taxpayers contribute approximately 13% to services in the RDOS which include all municipalities and electoral areas.

The proposed Regional Economic Development Establishment bylaw has a maximum requisition limit of \$100,000, therefore, the impact of taxation to Summerland municipal residents could be up to approximately \$13,000 per year. The RDOS may choose not requisition the full \$100,000 per year – the decision regarding the annual amount would be made by Board resolution.

Last year, the Board funded the film commission \$30,000. The bylaw would allow the Board to fund other initiatives as they see fit up to a maximum of \$100,000.

Council also supports Economic Development through a contribution to the Chamber of Commerce and provides additional funding in its municipal budget.

OPTIONS:

- 1. Consent to the establishment of a Regional Economic Development Service.
- 2. Deny the request for consent to the establishment of a Regional Economic Development Service.
- 3. Refer the matter back to staff for further review and report.

CONCLUSION:

The RDOS Board has passed three readings of the proposed bylaw indicating a general support of the service. The grant in aid payment to the Film Commission has previously been taken from the General Administration budget at RDOS, therefore, the establishment of this new service will not affect the overall RDOS taxation if there are no other initiatives approved; ho9pwever, if the Board approves additional expenditures up to the \$100,000 there will be further impact to Summerland taxpayers.

Respectfully Submitted

Linda Tynan, CAO

schedule A 101 Martin Street, Penticton, British Columbia V2A 5J9 Tel: 250.492.0237 Fax: 250.492.0063 Toll Free: 877.610.3737 Email: info@rdos.bc.ca RECEIVED File: JUN 2 2 2015 Circulated: June 18, 2015 District or dummanana Ms. Linda Tynan Chief Administrative Officer Copy to: District of Summerland PO Box 159 Summerland, BC V0H 1Z0

Re: Regional District of Okanagan-Similkameen Regional Economic Development Service Establishment Bylaw No. 2695

Please find enclosed copy of the Regional District of Okanagan-Similkameen Regional Economic Development Service Establishment Bylaw No. 2695, which has been given three readings by the Board of the Regional District. The purpose of the bylaw is to establish and operate the promotion of economic development as a service in the Regional District of Okanagan-Similkameen.

The proposed service area includes your entire municipality. Accordingly, the Board requests that your Council give its approval of the bylaw, by adoption of a resolution under Section 801.4 (2) of the Local Government Act, consenting on behalf of the electors of District of Summerland to the adoption of Regional District of Okanagan-Similkameen Regional Economic Development Service Establishment Bylaw No. 2695.

Upon adoption of the resolution, please notify the undersigned in writing so that the Council's consent may be communicated to the Board.

Should you have any questions, please do not hesitate to contact me at (250) 490-4146.

Sincerely,

Dear Ms. Tynan:

Christy Malden
Manager of Legislative Services

Enc.

8/1

Action:

www.rdos.bc.ca

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2695, 2015

A bylaw to establish and operate the promotion of economic development as a regional service in the Regional District of Okanagan-Similkameen.

WHEREAS the Board of Directors (the "Board") of the Regional District of Okanagan-Similkameen (the "Regional District") may adopt a bylaw to establish and operate the promotion of economic development as a service;

AND WHEREAS for a proposed municipal participating area that is all of a municipality, approval of the electors under section 801(2) (a) of the *Local Government Act* may be given under section 801.4:

AND WHEREAS the Councils of the Regional District's member municipalities have, under section 801.4 (2) of the *Local Government Act*, consented on behalf of the electors to adopting this bylaw and notified the Board of the Regional District of its consent;

AND WHEREAS for a proposed electoral participating area, a board may authorize approval under section 801(2) (a) of the *Local Government Act* to be given under section 801.5 if, in the case of an establishing bylaw for a service referred to in section 800.1 (2), the proposed participating area for the service includes all of the electoral area and the service can be established without borrowing;

AND WHEREAS the Directors for the Regional District's electoral areas have, under section 801.5 (2) of the *Local Government Act*, consented in writing on behalf of the electors in the proposed electoral participating areas to adopting this bylaw;

NOW THEREFORE the Board of the Regional District, in open meeting assembled, **ENACTS** as follows:

1. <u>ESTABLISHMENT OF THE SERVICE</u>

- 1.1 The promotion of economic development, including without limitation the promotion of tourism and grants for the promotion of economic development, is established as the Regional District Economic Development Service (the "service").
- 1.2 The Board may operate the service in the Regional District of Okanagan-Similkameen Economic Development Service Area (the "service area") and, without limitation, enter into a contract with a third party to implement the service.

2 **SERVICE AREA**

2.1 The service area comprises of the Town of Princeton, Town of Osoyoos, Town of Oliver, Village of Keremeos, District of Summerland, City of Penticton, Electoral Area "A", "B", "C", "D", "E", "F", "G" and "H".

3 PARTICIPATING AREAS

Participating areas for the service are the Town of Princeton, Town of Osoyoos, Town of Oliver, Village of Keremeos, District of Summerland, City of Penticton, Electoral Area "A", "B", "C", "D", "E", "F", "G" and "H".

Page 1 of 2 Bylaw No. 2695, 2015 Regional District of Okanagan-Similkameen Economic Development Service Establishment

4 METHODS OF COST RECOVERY

- 4.1 In the municipal participating areas, the annual costs of the service are to be recovered by a requisition under section 805 of the *Local Government Act*.
- 4.2 The amount requisitioned from each municipal participating area must be collected by a property value tax imposed in accordance with section 805.1 of the *Local Government Act* on the basis of the net taxable value of land and improvements.
- In the electoral participating areas, the annual costs of the service are to be recovered by a requisition under section 806 of the *Local Government Act*.
- 4.4 The amount requisitioned from each electoral participating area must be collected by a property value tax imposed in accordance with section 806.1 of the *Local Government Act* on the basis of the net taxable value of land and improvements.

5 **APPORTIONMENT**

5.1 The annual costs of the service must be apportioned among the participating areas on the basis of the converted value of land and improvements in the service area.

6 MAXIMUM AMOUNT

6.1 The maximum amount that may be requisitioned annually for the service is \$100,000.00.

7 **CITATION**

8.1 This bylaw may be cited as the Regional District of Okanagan-Similkameen Regional Economic Development Service Establishment Bylaw No. 2695, 2015.

READ A FIRST, SECOND, AND THIRD TIME on June 18, 2015,..

MUNICIPAL CONSENT OBTAINED on ,.

ELECTORAL AREA DIRECTOR CONSENT OBTAINED on ...

APPROVED BY THE INSPECTOR OF MUNICIPALITIES on ..

ADOPTED on .

Board Chair Corporate Officer

FILED WITH THE INSPECTOR OF MUNICIPALITIES on

I hereby certify this document to be a true copy of Bylaw No. 2695

as read a third time Tune 18, 2015

Dated this 18th day of June, 2015

Page 2 of 2 Bylaw No. 2695, 2015 Regional District of Okanagan-Similkameen Economic Development Service Establishment

Schedule B

ADMINISTRATIVE REPORT

TO: Community Services Committee

FROM: Bill Newell, CAO

DATE: 19 February 2015

RE: Regional Economic Development Service – For Information Only



ISSUE:

At their meeting of 5 February 2015, the Board of Directors requested a discussion paper on the creation of a Regional Economic Development Service. The intent of the Service would be to seek public assent for the raising and expenditure of funds on economic development related programs, projects or activities, such as the grant towards the Film Commission; and,

Further, that administration bring forward the Grant-in-Aid Policy and a terms of reference for the creation of a Regional Economic Development Service.

HISTORY

The Regional District of Okanagan Similkameen has adopted the 2015 – 2019 Strategic Plan. Goal 3.2 provides that the Board will pursue Economic Sustainability, which would include the development of policy to provide guidance in sustaining and supporting economic diversity, maintaining and attracting a dynamic mix of businesses, establishing baseline data to monitor trends over time and encouraging the development of a regional economic development plan. Only through achieving economic sustainability can the Regional District achieve the other two pillars of community sustainability, being social and environmental.

Regional Districts are a federation of local government jurisdictions within a defined geographic area. Within the boundaries of the Regional District of Okanagan Similkameen, there is a significant interest in economic development and tourism at a local, sub-regional and regional level. The Board identified the investigation of a Regional Economic Development Strategy as a corporate priority in the 2013 Business Plan and a workshop exploring the possibilities were facilitated in cooperation with the Ministry of Jobs. We completed a Regional Tourism Strategy in 2014 with the support of Destination BC. There are several economic development programs in the Regional District, but for the most part, each operates in isolation, while some services remain dormant.

Current Economic Development Services

Local/ Sub-Regional

Town of Osoyoos/ Area A (Bylaw 1166) Town of Oliver/ Area C (Bylaw 1978) Electoral Area D (Bylaw 2447)

City of Penticton

District of Summerland

Keremeos; Areas B, G & H (Bylaw 2361)

Other Players

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enter text. Page 1 of 3 Community Futures, Chambers of Commerce, Tourism Associations, Industry Associations, Provincial Ministry's, etc.

ECONOMIC DEVELOPMENT BROADLY DEFINED:

Economic development has been defined as "the process by which a community creates, retains, and reinvests wealth and improves the quality of life". Economic development, in the main part, has focussed on the recruitment of industrial employers to a region. Research has shown that business retention and expansion, small business and entrepreneurial development, tourism and employee attraction are more representative of a strong local or regional economy.

The ultimate goal of economic development is to improve the quality of life for the people who live in a community or region by facilitating prosperity. Quality of life is an important site selection criterion for many employers. Companies are attracted to, and want to stay in, communities that are good places to live, work, and conduct business. Educational opportunities, access to medical care, diverse recreational opportunities, community infrastructure and amenities that contribute to quality of life are integral components of economic development.

THE ECONOMIC DEVELOPMENT SERVICE

The creation of a (Sub) Regional Economic Development service may be undertaken under section 796(1) of the *Local Government Act*. The Board of Directors, on 17 July 2003, did establish a Regional Economic Development Service. Bylaw 2196, being a bylaw of the Regional District of Okanagan Similkameen, provided the authority to promote economic development, including without limitation the promotion of tourism and grants for the promotion of economic development. The maximum annual amount to be requisitioned was \$100,000.00 and the Bylaw expired on December 31, 2003.

A Regional Economic Development Service could be re-established if all member municipalities and Electoral Areas agree to participate. Previous experience, however, would seem to indicate a lack of support for creating and financing a regional economic development service.

Although it is considered "best practice" to provide economic development services regionally, there are a variety of factors that make implementation a challenge in jurisdictions throughout British Columbia. Some of these include:

- Perceived lack of local benefits from individual participants in regional economic development.
- Loss of control and decision making on economic development matters at the local level.
- Lack of a shared and unified vision for regional economic development; and, perhaps
- Mistrust amongst funding partners.

<u>Advantages</u>

- A (sub) regional vision and approach to economic development;
- The ability to develop and implement a (sub) regional economic development plan; and
- Ability to fund dedicated staff and financial economic development resources.

Disadvantages

- The Regional District has not historically been able to provide an acceptable regional or subregional governance model for an economic development service;
- A regional economic development service establishment bylaw would be required. All
 participants would have to agree on a single regional vision and approach to economic
 development that benefits all participating communities and electoral areas.

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Page 2 of 3

 There is currently no mechanism for the Regional District to partner on a regional program, project or activity, although we have funded the film commission from General Government, and we did put a lump sum into an economic development reserve that has been used to fund economic-development related activity.



TERMS OF REFERENCE:

As the region, country and globe continues to grapple with economic challenges, the question is raised as to what we can do at the local level from an economic development perspective. What can we do to assist the existing and growing business base with enhancement related activities and programs which address needs and challenges, attract new investment in the form of human and business capital into an expensive marketplace, and thirdly what larger policy and infrastructure issues must be addressed to allow the region to meet its economic potential. This in essence is what economic development is and where the regional focus would need to be established.

- 1. Identify where gaps exist within current or desired service levels and how different approaches to regional economic development could fill those gaps.
- Identify where there may be redundancies or where overlaps may exist in service delivery levels within their jurisdictions and how this may be addressed using a regional economic development perspective.
- 3. Identify where regional synergies may be created if different, more regional economic development perspectives were employed.
- 4. Identify how access to programs, education or other resources on a regional basis could help their current client base
- 5. Receive input, from a local and regional perspective, on the following functional areas or business development issues:
 - a. employee training or retraining,
 - b. management training,
 - c. financing,
 - d. market research,
 - e. educational resources,
 - public agency access
 - g. dealing with "red tape" or regulatory requirements.

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Schedule C

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 4, 2015

RE: Regional Economic Development Service



Administrative Recommendation:

THAT the Corporate Services Committee recommend that the Board of Directors adopt a Regional Economic Development Service Establishment Bylaw as attached to the report of June 4, 2015.

Reference:

February 19, 2015 Report to Community Services Committee (attached)

History:

At the February 5, 2015 Board meeting, administration was asked to investigate and report on the feasibility of a Regional Economic Development service. Interest in regional economic development is focused on establishing a placeholder for support to the Film Commission and other partnerships that the Board may determine from time-to-time.

A Regional Economic Development Service may be re-established if all member municipalities and Electoral Areas agree to participate.

Alternatives:

- 1. Status Quo
- 2. Create a sub-regional service

The February 19th report listed a rationale for a regional service, as follows:

- Encourages a regional vision and approach to economic development;
- Enables the development and implementation of regional economic development planning; and
- Enables the funding for regional economic development resources.
- There is currently no mechanism for the Regional District to partner on a regional program, project or activity, although we have funded the film commission from General Government, and we did raise funds for an economic development reserve that has been used to fund economic-development related activity. A Service would legitimize the Board's participation in similar events or activities that may come along from time-to-time.

Analysis:

In the past three budget cycles, the Board of Directors has funded organizations, as listed below, through an informal grant-in aid process or out of an Economic Development reserve fund which was

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Page 1 of 2

established in 2013. That reserve fund is exhausted and a new Regional Grant in-Aid policy is under discussion, which limits the number of times an organization may apply for grants. The establishment of a Regional Economic Development Service would allow the Board to provide ongoing funding support to those organizations which would be identified as economic development related.

GRANTS	2014	2013	2012
AGIUR LAKE CAMP SOCIETY		35,440	
COMMUNITY FOUNDATION SOUTH OKANAGAN SIMILKAMEEN;	15,000		
CRITTERAID		1,300	1,300
OKANAGAN COLLEGE FOUNDATION		100,000	100,000
OKANAGAN FILM COMMISSION;	30,000	30,000	24,000
OKANAGAN INTERNATIONAL CHILDREN'S FESTIVAL;	5,000		5,000
OKANAGAN SIMILKAMEEN CONSERVATION ALLIANCE; - MEADOWLARK			
FESTIVAL;	2,000	2,000	2,000
OKANAGAN SIMILKAMEEN HEALTH LIVING COALITION	15,000		
OKANAGAN SIMILKAMEEN HEALTHY LIVING FAIR SOCIETY;	5,000	5,000	5,000
PENTICTON TRIATHLON RACE SOCIETY;001027;2014 GOLD			
SPONSORSHIP;2014 GOLD SPONSORSHIP	12,000		
SOUTHERN INTERIOR LOCAL GOVERNMENT ASSOC.;2014-30;SILGA			
CONVENTION SILVER SPONSORSHIP	3,000		
SPCA		9,000	9,000
TOTAL	87,000	182,740	146,300

"Christy Malden" C. Malden, Manager of Legislative Services

Respectfully submitted:

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Page 2 of 2

Schedule D

ADMINISTRATIVE REPORT

TO: Board of Directors

FROM: B. Newell, Chief Administrative Officer

DATE: June 18, 2015

RE: Regional Economic Development Service



Administrative Recommendation:

THAT the Board authorize consent be given on behalf of the electoral participating areas by the Electoral Area Director pursuant to Section 801.5(2) of the *Local Government Act*.

THAT Regional District of Okanagan-Similkameen Regional Economic Development Service Establishment Bylaw No. 2695, 2015 be read a first, second and third time prior to being forwarded to the Inspector of Municipalities for approval.

Reference:

February 19, 2015 Report to Corporate Services Committee June 4, 2015 Report to Corporate Services Committee

History:

At the June 4, 2015 Corporate Services meeting, the Committee recommended that the Board adopt a Regional Economic Development Service Establishment Bylaw and a draft of the proposed bylaw was reviewed.

A service establishment bylaw must set a maximum amount to be requisitioned; however, that does not obligate a local government to requisition the full amount. The Committee was informed that the amount to be requisitioned each year would be determined by the Board during the budget cycle and voted on by the Board in conjunction with budget approval each spring.

Analysis:

For the purposes of establishing a service which promotes economic development, the *Local Government Act* allows for consent, in writing, by a Director on behalf of an electoral area or Council on behalf of a municipal area, providing the participating area includes all of that municipality or electoral area, and that the service may be established without borrowing.

The Act also states that should an Electoral Area Director refuse to give consent, the board may, by a resolution adopted by at least 2/3 of the votes cast, dispense with the consent of the Electoral Area Director and give participating area approval by consenting to adoption of the bylaw on behalf of the electors in the proposed participating area. If a Board consents as above, the Director for the participating area may, within a limited time, appeal to the Minister for a review.

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Page 1 of 2

Should the desire instead be for a sub-regional service with each jurisdiction opting in or out, consent from those Electoral Area Directors and Municipal Councils wishing to participate in a service is all that is required to create the service.

Based on discussion and recommendation at the June 4, 2015 Corporate Services meeting, Bylaw No. 2695, 2015 to develop a Regional Economic Development service is now before the Board for three readings. Upon approval by the Inspector of Municipalities, it will be returned to the Board for adoption.

Alternatives:

That Administration be directed to bring forward a bylaw to establish a sub-regional economic development service; upon confirmation of participating jurisdictions; and further, That a confirmation of consent be forwarded to each Council and each Electoral Area Director for their consideration of inclusion in an Economic Development service.

Respectfully submitted:	
"Christy Malden"	
C. Malden, Manager of Legislative Services	_

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Page 2 of 2



THE CORPORATION OF THE DISTRICT OF SUMMERLAND COUNCIL REPORT

DATE: July 2, 2015

TO: Linda Tynan, Chief Administrative Officer

FROM: Lorrie Coates, Director of Finance
SUBJECT: 4816 Nixon Road Local Area Service

STAFF RECOMMENDATION:

That Council pass the following resolution:

THAT Bylaw 2015-018 - Local Sanitary Sewer Service Area (4816 Nixon Road), be introduced and read a first, second and third time.

PURPOSE:

To consider a bylaw to establish a local service area for the extension of the Sanitary Sewer system as petitioned by the property owner.

BACKGROUND and DISCUSSON:

At the regular meeting of April 13, 2015, Council approved the request to change the zoning and OCP designation of 4816 Nixon Road to allow for residential development. The zoning approved requires an urban standard including sanitary sewer collection and treatment for the eleven residential lots.

A petition process as outlined in Section 212(3)(a) of the Community Charter was undertaken by the property owner. To be successful, signed petitions that represent at least 50% of the parcels and 50% of the assessed values of the Area must be received. The Deputy Corporate Officer has prepared a certified determination of the validity of the petition and it is attached to the bylaw.

The Community Charter states that Council **must** adopt the bylaw to establish the service area following a valid petition with sufficient 'yes' votes.

FINANCIAL IMPLICATIONS:

Beginning in 2016 and ending in 2023, the parcel will pay an annual parcel tax of \$2200. If the parcel is subdivided in the future, the annual parcel tax will be prorated across all created lots as per section 218(3) of the Community Charter.

Upon connection to the sanitary sewer system, there will be a monthly charge to cover the costs of operating the service. This fee is applicable to all properties connected to the sewer system.

CONCLUSION: The owner of the property has conducted a successful petition and wishes to move forward with subdivision. OPTIONS: None Respectfully Submitted Approved for Agenda Lorrie Coates, Director of Finance Linda Tynan, CAC July 9, 2015			
The owner of the property has conducted a successful petition and wishes to move forward with subdivision. OPTIONS: None Respectfully Submitted Approved for Agenda Lorric Coates			
The owner of the property has conducted a successful petition and wishes to move forward with subdivision. OPTIONS: None Respectfully Submitted Approved for Agenda Lorric Coates	CONCLUSION:		
Formula Submitted Respectfully Submitted Approved for Agenda Lorric Coates	The owner of the property	has conducted a successful	petition and wishes to move
Respectfully Submitted Approved for Agenda Lorrie Coates	forward with subdivision.		
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Lorrie Coates, Director of Finance	· · · · · · · · · · · · · · · · · · ·		Linda Tynan, CAO July 9, 2015
	Lorrie Coates, Director of	Finance	

SCHEDULE "B"

Petition for Establishing the Sewer Local Service Area - 4816 Nixon Road

TO THE COUNCIL OF THE DISTRICT OF SUMMERLAND:

We, the undersigned owner(s) of the parcel of land described below, hereby petition Council under Section 212 of the *Community Charter* to establish a sewer local service area on the following basis:

- 1. The service is the use of existing capacity in the sewer mains, lift stations and the wastewater treatment plant associated with the extension of sewer to the service area.
- 2. The boundaries of the local service area are the boundaries of the parcel shown on the map attached to this Petition.
- 3. The value of the use of existing capacity in the sewer mains, lift stations and the wastewater treatment plant is \$17,600.
- 4. All of the costs of the service are to be recovered by local service tax in the form of a parcel tax levied on the basis of a single amount for each parcel. The parcel tax per parcel is \$2,200 annually for 8 years (2016-2023) or a lump sum payment of \$17,600 in 2016.
- 5. None of the costs of the service will be recovered by a general municipal tax.
- 6. The cost of operating and maintaining the sewer system will be recovered through the collection of user fees.

In order for this Petition to be certified as sufficient and valid,

- the Petition must be signed by the owners of at least 50% of the parcels that would be subject to the local service tax, and
- the persons signing must be the owners of parcels that in total represent at least 50% of the assessed value of land and improvements that would be subject to the local service tax.

If 2 or more persons are owners of a parcel,

- they must be considered as one owner only,
- they are not entitled to petition unless a majority of them concurs, and
- unless a petition is signed by a majority of them, their signatures must be disregarded in determining whether the petition is sufficient;

A person who would be liable for a local service tax by reason of being the holder or occupier of land held in the manner referred to in Division 8 of Part 7 of the *Community Charter* may sign the petition as if the person were the owner, but in computing the values of the land and improvements, only the assessed value of the person's interest in them will be used.

Your signature will be considered valid for two months after the date of signing, unless you notify the Corporate Officer that you are withdrawing your Petition. Petitions may not be withdrawn after the Corporate Officer has certified the sufficiency and validity of a Petition.

articlon BC VAA 679
lephone number (optional):
Authorized signatories (if owned by a company):
Philis
Signature
KAMESH RIKHI
Full Name
Signature
Full Name

Map of Subject Property



THE CORPORATION OF THE DISTRICT OF SUMMERLAND BYLAW NUMBER 2015-018

A Bylaw to Add a Local Sanitary Sewer Service Area (4816 Nixon Road)

WHEREAS pursuant to the provisions of the *Community Charter*, the Council of the District of Summerland is empowered by bylaw to add a local sanitary sewer service area.

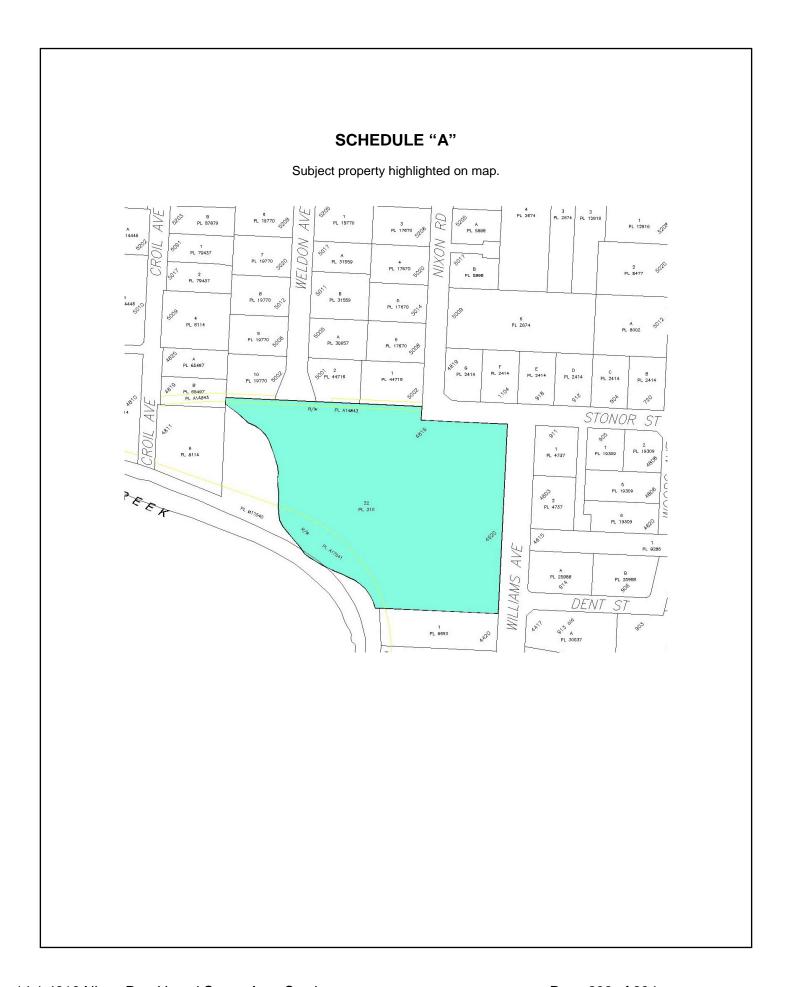
NOW THEREFORE the Council of the District of Summerland, in open meeting assembled enacts as follows:

1. The following specified area listed below forms the new local sanitary sewer service area for Nixon Road, shown outlined on the map attached hereto as Schedule "A" and forming part of this bylaw, as follows:

PID: 012-522-538 LEGAL: Lot 22, DL 488, Plan 310

- 2. The service and cost recovery methods have been proposed by petition in accordance with Section 212 of the *Community Charter*.
- 3. The Corporate Officer has provided a Certificate of Sufficiency certifying that the petition has been signed by the owners of the parcel that would be subject to the local sanitary sewer service area, attached as Schedule "B" and forming part of this bylaw.
- 4. The service is the use of existing capacity in the sewer mains, lift stations and the wastewater treatment plant associated with the extension of sewer to the service area.
- 5. The boundaries of the local service area are the boundaries of the parcel shown on the map attached to this Petition.
- 6. The value of the existing capacity in the sewer mains, lift stations and that wastewater treatment plant is \$17,600.
- 7. Beginning in 2016 and ending in 2023 (8 years total), the parcel will pay an annual parcel tax of \$2200. Upon connection to the sanitary sewer system, there will be a monthly charge to cover the costs of operating the service.
- 8. None of the costs of the service will be recovered by a general municipal tax.
- 9. This bylaw may be cited as "Bylaw No. 2015-018 A Bylaw to add a Local Sanitary Sewer Service Area (4816 Nixon Road)".
- 10. This bylaw shall take effect immediately upon adoption.

Read a first, second and third time the	his 13 th day of July, 2015.	
Adopted by the Municipal Council thi		
	D	
	Peter Waterman Mayor	
	Jeremy Denegar	
	Jeremy Denegar Corporate Officer	



SCHEDULE "B"



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

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY that the petition received pursuant to Section 212 of the Community Charter to establish the 4816 Nixon Road Sewer Local Service Area to be sufficient and valid for the proposed "Bylaw 2015-018 - A Bylaw to add a Local Sanitary Sewer Service Area (4816 Nixon Road)".

A certified determination is final and conclusive.

Dated this 9th day of July, 2015.

A Commissioner for taking Affidavits for British Columbia

Jeremy Denegar Corporate Officer, District of Summerland

13211 Henry Avenue, Summerland BC V0H 1Z0