



**THE CORPORATION OF THE VILLAGE OF ASHCROFT**

**REGULAR AGENDA**

**FOR THE MEETING OF COUNCIL TO BE HELD IN THE COUNCIL CHAMBERS  
OF THE VILLAGE OFFICE AT 4:30 PM ON MONDAY, APRIL 10, 2017**

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1. **CALL TO ORDER**
  
  2. **MINUTES**
    - 2.1. Minutes of the Committee of the Whole Meeting of Council held on Monday, March 27, 2017 **P. 1-2**
    - 2.2. Minutes of the Regular Meeting of council held on Monday, March 27, 2017 **P. 3-8**
  
  3. **DELEGATIONS**
    - 3.1. None
  
  4. **ACCOUNTS PAYABLE**
    - 4.1. Accounts Payable Listing for the period ending March 31, 2017 **P. 9**
  
  5. **CORRESPONDENCE**
    - 5.1. Ashcroft Communities in Bloom Committee  
- Partner Barrel Challenge for 2017 **P. 10**
    - 5.2. Northern Development Initiative Trust  
- 2017 Business Façade Improvement Program **P. 11**
  
  6. **UNFINISHED BUSINESS**
    - 6.1. None
  
  7. **NEW BUSINESS**
    - 7.1. Ashcroft-Cache Creek Para Transit System  
- Authorization to sign Transit Service Agreement and Annual Operating Agreement **P. 12-38**
  
  8. **BYLAWS**
    - 8.1. **Introduction and First Three Readings**
      - 8.1.1. Bylaw No. 811, Outdoor Burning Bylaw, 2017 **P. 39-41**
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**8.2. Reconsideration and Final Adoption**

8.2.1. None

**9. INFORMATION CORRESPONDENCE**

9.1. Information Correspondence Listing for April 10, 2017 P. 42

**10. REPORTS**

**Council Reports**

10.1. Finance Committee – Mayor Jeyes, Councillor Roden & Councillor Kormendy

10.2. Cache Creek Environmental Assessment Committee – Mayor Jeyes & Councillor Kormendy

10.3. Northern Development Initiative Trust – Councillor Trill & Councillor Kormendy

10.4. Gold Country Communities Society – Councillor Trill & Councillor Roden

10.5. TNRD – Mayor Jeyes & Councillor Lambert

50<sup>th</sup> Anniversary Website and ongoing promotions P. 43

10.6. Tourism – Councillor Roden & Councillor Lambert

10.7. School District No. 74 (Gold Trail) Liaison – Councillor Lambert & Mayor Jeyes

10.8. Economic Development & Chamber of Commerce - Councillor Roden & Mayor Jeyes

10.9. Historic Hat Creek– Mayor Jeyes & Councillor Trill

10.10. Heritage – Councillor Roden & Councillor Kormendy

10.11. Transit – Councillor Kormendy & Councillor Roden

10.12. Wellness & Music (Kids) Festival – Councillor Trill & Councillor Roden

10.13. Seniors' Liaison – Councillor Lambert & Councillor Roden

10.14. Communities in Bloom – Councillor Trill & Councillor Roden

Councillor Roden's notes on the meeting held March 29, 2017 P. 44-45

10.15. Health Care – Mayor Jeyes & Councillor Lambert

10.16. Bifuka Sister City Relationship – Councillor Kormendy & Councillor Lambert

10.17. Other



(Motion to receive both verbal and written reports)

10.18. Administration

Chief Administrative Officer

10.18.1. None

Chief Financial Officer

10.18.2. None

11. INCAMERA

11.1. None

12. TERMINATION





THE CORPORATION OF THE VILLAGE OF ASHCROFT

COMMITTEE OF THE WHOLE MINUTES

FOR THE MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBERS  
OF THE VILLAGE OFFICE AT 6:00 PM ON MONDAY, MARCH 27, 2017

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**PRESENT:** Mayor John C. (Jack) Jeyes  
Councillor Doreen L. Lambert  
Councillor Barbara H. Roden  
Councillor W. Alfred Trill

J. Michelle Allen, Chief Administrative Officer  
Yoginder Bhalla, Chief Financial Officer  
Wayne Robinson, Deputy Corporate Officer

Press & Public

**EXCUSED:** Councillor Helen A. Kormendy

1. **CALL TO ORDER**

Mayor Jeyes called the meeting to order at 6:00 pm.

2. **PRESENTATIONS**

2.1. **Mr. Larry Van Leest – Concerns with indoor wood burning devices**

Mr. Van Leest made a presentation to Council regarding a neighbour who uses wood fueled stoves to heat 3 different buildings and that he burns unacceptable items in the stoves. Mr. Van Leest provided council with photos of the smoke that is being emitted from these devices and often hangs over the area in which he resides. He advised that he has tried discussing the issue with his neighbour however the situation has not improved.

He advised Council that several other local governments have investigated eliminating all wood burning devices and he requested that Council consider a similar bylaw. Mr. Van Leest was advised that the Village and the Fire Department have limited authority to enter onto private property however Council would discuss the item further during the regular meeting.

2.2. **Mr. Ray Bewza – Follow up with Ombudsperson letter & information on Village's financial position**

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Mr. Bewza provided Council with a copy of the letter he received from the Office of the Ombudsperson in response to his concerns regarding the manner in which the Water Treatment Plant project has been handled by staff. He believes that the Village is required to have a Capital Procurement Policy and asked why this has not happened. He also inquired into why the Village has such a large sum in reserves and why we are not spending these funds on other projects. Council assured Mr. Bewza that the reserves were being established to assist with future projects and that the Ombudsperson had closed the file on his inquiry with no findings.

**2.3. Bylaw to prohibit outdoor burning within Village of Ashcroft**

Council reviewed the newly drafted outdoor burning bylaw. This bylaw addresses a number of issues that had not been identified in the current bylaw and provides better guidelines for residents. A member of the public questioned why he can't have a fire pit in his back yard to use for wiener roasts with his grandchildren. Council advised that open burning including fire pits caused health issues with many of our residents.

Council requested that the wording in relation to a permit for ceremonial or religious events be adjusted to relax the 7 day application requirement.

**2.4. Spring Clean Up**

Council discussed the new guidelines for the spring garbage collection including what can and what cannot be collected. The changes are due to the implementation of tipping fees. Council has approved the spring collection however the crew will only be collecting items that can be taken to the Cache Creek Transfer Station at no cost to the taxpayers.

**3. TERMINATION**

**M/S Councillor Trill / Councillor Roden**

"That the Committee of the Whole Meeting of Council terminate at 6:48 pm."

**Carried.**

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**John C. (Jack) Jeyes, Mayor**

Certified to be a true and correct copy  
of Minutes of the Regular Meeting of  
Council held Monday, March 27, 2017.

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**J. Michelle Allen, Chief Administrative Officer**

JMA/kdw



**THE CORPORATION OF THE VILLAGE OF ASHCROFT**

**REGULAR MINUTES**

**FOR THE MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBERS  
OF THE VILLAGE OFFICE AT 7:00 PM ON MONDAY, MARCH 27, 2017**

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**PRESENT:** Mayor John C. (Jack) Jeyes  
Councillor Doreen L. Lambert  
Councillor Barbara H. Roden  
Councillor W. Alfred Trill

J. Michelle Allen, Chief Administrative Officer  
Yoginder Bhalla, Chief Financial Officer  
Wayne Robinson, Deputy Corporate Officer

Press and Public

**EXCUSED:** Councillor Helen A. Kormendy

**1. CALL TO ORDER**

Mayor Jeyes called the meeting to order at 7:00 pm.

Mayor Jeyes took a moment to pay respects to the family in Venables Valley who had lost their lives. They were known within the community and the loss has impacted the majority of our residents.

**2. MINUTES**

**2.1. Minutes of the Regular Meeting of Council held on Monday, March 13, 2017**

Mayor Jeyes declared the minutes adopted as presented.

**3. DELEGATIONS**

3.1. None

**4. ACCOUNTS PAYABLE**

**4.1. Accounts Payable Listing for the period ending March 22, 2017**

M/S Councillor Trill / Councillor Roden

"That the accounts payable listing for the period ending March 22, 2017 be received and filed."

Carried. (12-03-17)

5. **CORRESPONDENCE**

5.1. **Southern Interior Local Government Association – Donation of Gift Basket for Annual Conference**

**M/S Councillor Roden / Councillor Trill**

"That the Village provide a gift basket for the annual SILGA conference and further that staff request The Hutch, located in the Ashcroft HUB, to prepare a gift basket of Ashcroft products not to exceed \$75."

**Carried. (13-03-17)**

6. **UNFINISHED BUSINESS**

6.1. None

7. **NEW BUSINESS**

7.1. **South Cariboo Elizabeth Fry Society – Use of Ashcroft Pool Park for Movie In The Park Night**

**M/S Councillor Roden / Councillor Lambert**

"That the Village authorize the use of the Ashcroft Pool Park for the Interior Savings Credit Union Moonlight Movie Night to be held on Monday, July 24, 2017 and further that the use is subject to the provision of liability insurance and clean up provisions."

**Carried. (14-03-17)**

7.2. **Historic Plaque Program – Application Form**

**M/S Councillor Roden / Councillor Lambert**

"That the Historic Plaque Application Form be approved subject to minor amendments and further that the availability of the form be included in our monthly newsletter and placed on our website."

**Carried. (15-03-17)**

7.3. **Donation of Ashcroft Community Hall – Provincial All Candidates Meeting**

**M/S Councillor Trill / Councillor Roden**

"That the Village donate the use of the Ashcroft Community Hall including liability insurance to the Ashcroft Cache Creek Rotary Club for the Provincial All Candidates Meeting at a date still to be determined, and further that the Rotary Club is responsible for all set up, take down and cleaning for the event."

**Carried. (16-03-17)**

**7.4. Ashcroft & District Fall Fair – Request for Sponsorship**

**M/S Councillor Roden / Councillor Lambert**

"That the Village of Ashcroft provide sponsorships in the amount of \$245 for the 2017 Ashcroft & District Fall Fair as follows:

- 1 Cash Prize for Best Pie Category @ \$20
- 2 Cash Prize for Best Overall Children's Recycling Project @ \$10
- 3 Purchase of the Rosette for Best Overall Children's Recycling Project @ \$15
- 4 Top Section Sponsor for 4 Sections @ \$50/section"

**Carried. (17-03-17)**

**7.5. Indoor Wood Burning Devices**

**M/S Councillor Roden / Councillor Lambert**

"That Staff be directed to investigate the regulation of indoor wood burning devices including bylaws produced by other local governments and bring a report back to council on their findings."

**Carried. (18-03-17)**

**8. BYLAWS**

**8.1. Introduction and First Three Readings**

8.1.1. None

**8.2. Reconsideration and Final Adoption**

**8.2.1. Bylaw No. 810 - Village of Ashcroft Repeal Bylaw No. 810, 2017**

**M/S Councillor Roden / Councillor Lambert**

"That BL 810 be reconsidered and finally adopted."

**Carried. (19-03-17)**

**9. INFORMATION CORRESPONDENCE**

**9.1. Information Correspondence Listing for March 27, 2017**

**M/S Councillor Roden / Councillor Trill**

"That the information correspondence be received and filed."

**Carried. (20-03-17)**

## 10. REPORTS

### Council Reports

#### 10.1. Finance Committee – Mayor Jeyes, Councillor Roden & Councillor Kormendy

Mayor Jeyes advised that the 2016 Audited Financial Statements had been distributed and preparation on the current 5 year financial plan was ongoing.

#### 10.2. Cache Creek Environmental Assessment Committee – Mayor Jeyes & Councillor Kormendy

Council was advised that the Landfill Closure and the new Operation Certificate processes were both under appeal.

#### 10.3. Northern Development Initiative Trust – Councillor Trill & Councillor Kormendy

Councillor Trill reported that most of the programs for the Cariboo Chilcotin Lillooet area have been oversubscribed which is positive for the community. The RAC will meet again to review outstanding applications. He reminded Council that the RAC is an advisory group and their recommendations must go before the NDIT Board of Directors for approval which means they could be modified.

#### 10.4. Gold Country Communities Society – Councillor Trill & Councillor Roden

No report.

#### 10.5. TNRD – Mayor Jeyes & Councillor Lambert

Council reviewed the TNRD News Release – Writing Contest to Mark the 50<sup>th</sup> Anniversary of the TNRD. Mayor Jeyes advised that the TNRD Film Commission is being restructured to include members involved in the film industry who are located both inside the TNRD and outside the area.

#### 10.6. Tourism – Councillor Roden & Councillor Lambert

Councillor Roden advised that the upgrades at the Ashcroft Museum were nearing completion.

#### 10.7. School District No. 74 (Gold Trail) Liaison – Councillor Lambert & Mayor Jeyes

Council reviewed the School District No. 74 News Release Announcing Mr. Mike Seitzinger appointed Principal of Lillooet Secondary School

#### 10.8. Economic Development & Chamber of Commerce - Councillor Roden & Mayor Jeyes

Councillor Roden advised Council that Deb Arnott from CFDC will participate in the Mayor's walk which is tentatively scheduled for May. The business plan for the McAbee Fossil Beds is nearing completion with future development to be done in three phases. Conservative estimates are 50,000 visitors per year at the site.

#### 10.9. Historic Hat Creek– Mayor Jeyes & Councillor Trill

The ribbon cutting and grand opening of the gift shop will take place on Friday, April 21, 2017. A film company has expressed an interest in using the site for a production.

**10.10. Heritage – Councillor Roden & Councillor Kormendy**

Councillor Roden advised that approximately 150 people had attended the Chinese Cemetery ceremony. The Village's application to have the site recognized with a Stop of Interest Sign is still before the Ministry of Transportation and Infrastructure.

**10.11. Transit – Councillor Kormendy & Councillor Roden**

Next meeting Wednesday, April 5 at 11:00 am in the Ashcroft Council Chambers.

**10.12. Wellness & Music (Kids) Festival – Councillor Trill & Councillor Roden**

No report.

**10.13. Seniors' Liaison – Councillor Lambert & Councillor Roden**

No report.

**10.14. Communities in Bloom – Councillor Trill & Councillor Roden**

Councillor Trill updated Council on the planned activities with Communities in Bloom. They will be placing a desert planter at the site of the Visitor's Centre to replace the hanging baskets.

**10.15. Health Care – Mayor Jeyes & Councillor Lambert**

No report.

**10.16. Bifuka Sister City Relationship – Councillor Kormendy & Councillor Lambert**

No report.

**10.17. Other**

**M/S Councillor Roden / Councillor Trill**

"That Council receive the verbal and written reports as presented."

**Carried. (21-03-17)**

**10.18. Administration**

**Chief Administrative Officer**

**10.18.1. None**

**Chief Financial Officer**

**10.18.2. None**

**11. INCAMERA**

**11.1. None**

12. **TERMINATION**

**M/S Councillor Roden / Councillor Lambert**

That the Regular Meeting of Council terminate at 7:30 pm.

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**John C. (Jack) Jeyes, Mayor**

Certified to be a true and correct copy  
of the Minutes of the Regular Meeting of  
Council held Monday, March 27, 2017.

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**J. Michelle Allen, Chief Administrative Officer**

JMA/kdw

**Cheque Register-Summary-Bank**



Supplier : 150M15 To ZWP15  
 Cheque Dt. 22-Mar-2017 To 05-Apr-2017  
 Bank : 1 - INTERIOR SAVINGS CU ACCT #014-260-4

Seq : Cheque No. Status : All  
 Medium : M=Manual C=Computer E=EFT-PA

Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
34667	27-Mar-2017	AESL15	ASSOCIATED ELECTRICAL SERVICES LTD	Issued	32	C	473.09
34668	27-Mar-2017	CUPE15	C.U.P.E. LOCAL 900	Issued	32	C	525.84
34669	27-Mar-2017	CLAU15	CANADIAN LINEN AND UNIFORM SERVICES	Issued	32	C	41.89
34670	27-Mar-2017	CSSY15	CHUBB EDWARDS	Issued	32	C	271.67
34671	27-Mar-2017	CFUE15	COLUMBIA FUELS	Issued	32	C	1,729.13
34672	27-Mar-2017	CUMC15	CU CREDIT	Issued	32	C	4,668.33
34673	27-Mar-2017	FOBC15	FORTIS BC -NATURAL GAS	Issued	32	C	2,544.87
34674	27-Mar-2017	FASL15	FRIENDSHIP AUTO SERVICE LTD	Issued	32	C	167.29
34675	27-Mar-2017	GICO15	GUILLEVIN INTERNATIONAL CO	Issued	32	C	1,168.20
34676	27-Mar-2017	JHMO15	JOSEPH HUNTER	Issued	32	C	257.40
34677	27-Mar-2017	KOSL15	KAMLOOPS OFFICE SYSTEMS LTD.	Issued	32	C	155.59
34678	27-Mar-2017	KMBU15	KONICA MINOLTA BUSINESS	Issued	32	C	1,148.18
34679	27-Mar-2017	KMBS15	KONICA MINOLTA BUSINESS SOLUTIONS (CA	Issued	32	C	1,170.57
34680	27-Mar-2017	PBCR15	PACIFIC BLUE CROSS	Issued	32	C	5,050.10
34681	27-Mar-2017	TWDE15	T.W. DYNAMIC ENTERPRISES	Issued	32	C	4,473.60
34682	27-Mar-2017	TMOB15	TELUS MOBILITY (BC)	Issued	32	C	173.05
34683	31-Mar-2017	ACEC15	A.C.E. COURIER SERVICES	Issued	33	C	130.12
34684	31-Mar-2017	ALSE15	ALS ENVIRONMENTAL	Issued	33	C	135.71
34685	31-Mar-2017	AADF15	ASHCROFT & DISTRICT FALL FAIR	Issued	33	C	245.00
34686	31-Mar-2017	AESL15	ASSOCIATED ELECTRICAL SERVICES LTD	Issued	33	C	13,649.03
34687	31-Mar-2017	CLAU15	CANADIAN LINEN AND UNIFORM SERVICES	Issued	33	C	41.89
34688	31-Mar-2017	CRCL16	COAST RANGE CONCRETE LTD	Issued	33	C	166.33
34689	31-Mar-2017	DACO15	DALEY & COMPANY CHARTERED ACCOUNTA	Issued	33	C	13,650.00
34690	31-Mar-2017	DILT15	DELTA IRRIGATION LTD	Issued	33	C	1,368.01
34691	31-Mar-2017	FOBC15	FORTIS BC -NATURAL GAS	Issued	33	C	1,154.08
34692	31-Mar-2017	HVLD15	HVL DISTRIBUTION	Issued	33	C	116.97
34693	31-Mar-2017	LGMA15	LOCAL GOVERNMENT MANAGEMENT ASSOC	Issued	33	C	716.00
34694	31-Mar-2017	MSPL15	MEDICAL SERVICES PLAN OF B C	Issued	33	C	1,650.00
34695	31-Mar-2017	MFTR15	MINISTER OF FINANCEPROVINCE OF BRITIS	Issued	33	C	760.76
34696	31-Mar-2017	MSLT15	MORFCO SUPPLIES LTD.	Issued	33	C	294.15
34697	31-Mar-2017	OCTI15	OFFSETTERS CLEAN TECHNOLOGY INC.	Issued	33	C	6,174.00
34698	31-Mar-2017	TCBC15	TELUS COMMUNICATIONS (BC) INC.	Issued	33	C	2,205.60
34699	31-Mar-2017	USLT15	URBAN SYSTEMS LTD	Issued	33	C	31,350.52
34700	31-Mar-2017	YINC15	YOURLINK INCORPORATED	Issued	33	C	24.59
34701	04-Apr-2017	RGEN15	RECEIVER GENERAL FOR CANADA	Issued	35	C	11,129.00
00184-0001	22-Mar-2017	BCPC15	BRITISH COLUMBIA PENSION CORPORATION	Issued	31	E	6,248.30
00185-0001	05-Apr-2017	BCPC15	BRITISH COLUMBIA PENSION CORPORATION	Issued	36	E	6,180.89

<b>Total Computer Paid :</b>	<b>108,980.56</b>	<b>Total EFT PAP :</b>	<b>12,429.19</b>	<b>Total Paid :</b>	<b>121,409.75</b>
<b>Total Manually Paid :</b>	<b>0.00</b>	<b>Total EFT File :</b>	<b>0.00</b>		

37 Total No. Of Cheque(s) ...

31 March 2017

Mayor and Council  
Village of Ashcroft

Dear Mayor, Councillors, CAO Allen and Firechief White,

**Re: Partner barrel challenge for 2017**

We are pleased to once again partner with Village officials for the Communities in Bloom Partner Barrel Challenge. As 2017 will be Canada's 150<sup>th</sup> anniversary, we have decided that the color scheme for the barrels will be red and white. It will be entirely up to each set of partners to plant what they wish in their respective barrels.

We have set a limit of \$25.00 per barrel, which will allow for many terrific plant options. The evening of planting fun will be arranged for a date around May 10<sup>th</sup>, with a definite date to be determined later.

At our recent meeting we drew names for the partners. Please feel free to contact your partner at your leisure to discuss any ideas you may have and to make arrangements to purchase your plants.

Partners:

Mayor Jeyes – Jordi Flaherty  
Councillor Kormendy – Shirlee Johnson/Ina Gory  
Councillor Roden – Paulette Thille  
Councillor Trill – Deb Tuohey  
Councillor Lambert – Diane Turnbull  
CAO Allen – Marijke Stott  
Firechief White – Andrea Walker

We are looking forward to this fun challenge!

Sincerely,

Andrea Walker  
Chair



Ashcroft Communities in Bloom  
PO Box 970  
Ashcroft BC V0K 1A0





RECEIVED

March 20, 2017

Village of Ashcroft  
PO Box 129  
Ashcroft, BC V0K 1A0

Attention: Mayor Jack Jeyes

MAR 28 2017

The Corporation  
Village of Ashcroft

Dear Mayor Jeyes:

Subject: 2017 Business Façade Improvement Program  
Northern Development Project Number 4830 40

The Northern Development Initiative Trust Corporation was created by the Province to be a catalyst for central and northern BC, to grow a strong diversified economy by stimulating sustainable economic growth through strategic and leveraged investments.

I am pleased to advise you that the Village of Ashcroft's Business Façade Improvement application has been approved up to \$10,000 from the Cariboo-Chilcotin/Lillooet Regional Development Account. This approval is for the 2017 year (March 14, 2017 to December 31, 2017).

Funding under the 2017 Business Façade Improvement program is provided as a reimbursement upon Northern Development's receipt of reporting documents. A complete final report is due by January 31, 2018. The Business Façade Improvement program reporting form can be found on Northern Development's website at <http://www.northerndevlopment.bc.ca/funding-programs/community-development/business-facade-improvement/>. As this program is intended to be a continuous program, formal approval of subsequent year applications are subject to receipt and review of complete reporting from the previous year's project by Northern Development staff.

We wish you every success with the Village of Ashcroft's Business Façade Improvement project and we look forward to seeing the results have a positive impact on the local economy.

Sincerely,

Joel McKay  
Chief Executive Officer

- c: Michelle Allen, Chief Administrative Officer, Village of Ashcroft  
Wayne Robinson, Deputy Corporate Officer, Village of Ashcroft  
Alf Trill, Councillor, Village of Ashcroft and Regional Advisor, Cariboo-Chilcotin/Lillooet Regional Advisory Committee

**MEMO TO: Mayor Jeyes & Council**

**MEMO FROM: Michelle Allen, Chief Administrative Officer**

**DATE: April 4, 2017**

**SUBJECT: VILLAGE OF ASHCROFT/BC TRANSIT OPERATING AGREEMENTS**

**Background**

The Village of Ashcroft and the Village of Clinton operate a local transit service in partnership with BC Transit and Yellowhead Community Services (YCS). The Village of Ashcroft is the signatory on the partnership agreement with BC Transit. We have a second funding agreement with the Village of Clinton.

**Discussion**

In the past the Village and BC Transit signed a five year operating agreement that outlined the responsibilities of the municipality and the transit authority. It also provided definitions of service, defined the service area and the service standards. In 2017 this agreement has been replaced with a Transit Service Agreement (TSA) which is an accompanying document to the Annual Operating Agreement (AOA).

The annual operating agreement contains similar information but also establishes the fees to use the system, service specification (ie: days and hours of service) and a budget summary. The term of the AOA is from April 1, 2017 to March 31, 2018. Copies of both of these agreements are attached for your reference.

The Village is pleased with the operation of the transit system and believe that it is operating efficiently and cost effectively. The projected budget can be accommodated within the annual budgets established by the Village of Clinton and ourselves.

**Recommendation**

Administration is seeking authorization to sign the Transit Service Agreement and the Annual Operating Agreement with BC Transit for the period April 1, 2017 to March 31, 2018.

Respectfully submitted,



J. Michelle Allen,  
Chief Administrative Officer

**ASHCROFT-CLINTON  
TRANSIT SERVICE AGREEMENT**

**between**

**THE VILLAGE OF ASHCROFT**

**and**

**BRITISH COLUMBIA TRANSIT**

**Effective**

**April 1, 2017**

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

**TRANSIT SERVICE AGREEMENT**

**BETWEEN:**

**VILLAGE OF ASHCROFT**

(the "Municipality")

**AND:**

**BRITISH COLUMBIA TRANSIT**

(the "Authority")

WHEREAS the Authority has, at the request of the Municipality, established the Transit Service Area described in this agreement pursuant to the *British Columbia Transit Act*;

WHEREAS the Authority is authorized to contract for transit services for the purpose of providing and maintaining those services and facilities necessary for the establishment, maintenance and operation of a public passenger transportation system in the Transit Service Area;

WHEREAS the Municipality is authorized to enter into one or more agreements with the Authority for transit services in the Transit Service Area; and

WHEREAS the Municipality and the Authority wish to define their respective rights and responsibilities with respect to the provision of transit services in the Transit Service Area.

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

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**SECTION 1: DEFINITIONS**

The Definitions that shall apply to this Agreement as approved pursuant to the *BC Transit Act* and Regulations are defined in Schedule "A" and, unless the context clearly indicates to the contrary, any words defined in the singular shall include the plural and vice versa.

**SECTION 2: INCORPORATION OF SCHEDULES**

The parties agree that the attached schedules form part of this agreement and are binding on the parties.

**SECTION 3: ANNUAL OPERATING AGREEMENT**

The Municipality and the Authority shall enter into an Annual Operating Agreement prescribed by regulation made pursuant to the British Columbia Transit Act.

**SECTION 4: INCORPORATION OF ANNUAL OPERATING AGREEMENT**

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

**SECTION 5: TRANSIT SERVICE AREA**

For the purposes of this agreement, the "Transit Service Area" is defined as the area comprised within the boundaries shown in Schedule "B" to be known as the Ashcroft-Clinton Transit Service Area.

**SECTION 6: TERM AND TERMINATION**

The parties agree that the effective date of this agreement is to be April 1, 2017, whether or not the agreements have been fully executed by the necessary parties. Once this agreement and the associated Annual Operating Agreement are duly executed, this agreement will replace all provisions in the existing Transit Service Agreement and Master Operating Agreement with respect to the rights and obligations as between the Authority and the Municipality.

Upon commencement of this agreement it shall remain in full force and effect unless and until terminated in accordance with the provisions of this Agreement. Either party may terminate this agreement as follows:

- a) Cancellation by the Authority: In the event that the Authority decides to terminate this Agreement for any reason whatsoever, the Authority shall provide at one hundred and eighty (180) days prior written notice. Such notice to be provided in accordance with Section 18.
- b) Cancellation by the Municipality: In the event that the Municipality decides to terminate this Transit Service Agreement for any reason whatsoever, and by extension the Annual Operating Agreement, the Municipality shall provide at least one hundred and eighty (180) days prior written notice. Such notice to be provided in accordance with Section 18.

## SECTION 7: MUNICIPAL RESPONSIBILITIES

In accordance with the terms and provisions of this Agreement, and the *British Columbia Transit Act*, and regulations made pursuant to the Act, the Municipality shall be responsible for:

- a) Participating in the development of, and where in agreement approving, plans and amendments to the Public Passenger Transportation System including:
  - i. Determining service goals, levels and objectives for the Public Passenger Transportation System;
  - ii. Establishing service performance standards and guidelines for the System;
  - iii. Approving transit service plans and, where feasible, incorporating these plans into Official Community Plans and transportation plans for the Municipality;
  - iv. Approving bus routes;
  - v. Approving the Service Specifications prepared by the Authority consistent with operating and capital budgets set by the Authority; and
  - vi. Approving, after prior consultation with the Authority, requests for Special Transit Services in accordance with the policies and procedures developed by the Authority and the contingency budget provisions or as otherwise agreed to by parties for the payment of the Special Transit Services.
- b) Bus stops, shelters and related amenities including:
  - i. Approving, installing and maintaining bus stops, shelters and related amenities. The purchasing of materials, installation and maintenance of stops and shelters and related costs are the responsibility of the Municipality except in instances where the Authority has, by a separate written agreement entered into with the Municipality, agreed to share the costs according to the terms of that agreement;
  - ii. Identifying bus stops or shelters with signs and decals provided by the Authority and consistent with the Authority's brand standards; and
- c) Notifying the Operating Company and the Authority at least 48 hours in advance of any scheduled or anticipated street closures or traffic disruptions affecting transit service; develop alternate routings in consultation with the Operating Company; and ensure that adequate signage is posted along affected portions of routes.
- d) Establishing necessary traffic control by-laws and transit priority measures on their streets;
- e) With respect to System Revenues:
  - i. In consultation with the Authority, establishing a tariff and Fares and prescribing the terms and conditions applicable to each Fare category and amending this Fare structure in whole or in part from time to time;
  - ii. Depositing system revenues received from the Operating Company.
  - iii. Submitting a completed "Report of Revenue" form, supplied by the Authority, within 10 working days of the end of each month showing all system revenues collected on a monthly basis.
- f) With respect to budgets and payment:
  - i. Approving annual budgets consistent with the Service Specification and the Authority's budgets;
  - ii. Paying the amounts owing to the Authority on a monthly basis as invoiced by BC Transit in accordance with the budget provided in the Annual Operating Agreement;
  - iii. Where requested by BC Transit, the Municipality shall determine its administration costs relative to its responsibilities. Payment for these costs shall not exceed 2% of the Direct Operating Costs provided in the budget provided in the Annual Operating Agreement;
- g) Supporting the sustainability of the Public Passenger Transportation System by:

- i. Taking into consideration the impacts on transit service effectiveness when making local land use decisions;
  - ii. Promoting the use of the Public Passenger Transportation System.
- h) Notifying the Operating Company and the Authority of any customer complaints or concerns received by the Municipality; and,
- i) The Municipality may negotiate and enter into Community Transit Partnership Agreements only with prior written approval from the Authority;
- j) The Municipality agrees that the Authority will be the primary spokesperson for transit operational issues relating to the Public Passenger Transportation System and will cooperate when necessary to ensure accurate and effective public communications.

## **SECTION 8: AUTHORITY RESPONSIBILITIES**

The Authority shall:

- a) Set the annual operating and capital budgets for all transit services in the Transit Service Area;
- b) Provide the personnel required to develop and implement transit service plans, fare tariffs and marketing programs for the Transit Service Area;
- c) Administer and manage the activities of the operating company with respect to the services provided under this agreement, including:
  - i. Conducting financial and service audits of the Public Passenger Transit System; and
  - ii. Monitor the Transit Services provided in the Transit Service Area and report and make recommendations to the Municipality with respect to the standards of service and performance of the public transportation systems
- d) Institute marketing programs for transit service in the Transit Service Area, including:
  - i. In consultation with the Municipality, providing public information, marketing and communications services consistent with the budget established in the Annual Operating Agreement and the Authority's branding standards to promote the Public Passenger Transportation System, and
  - ii. Ensuring that the Municipality's respective corporate graphic standards are met in local promotions and communications.
- e) In accordance with the terms and provisions of this Agreement, and the *British Columbia Transit Act* and relevant *Regulations*, the Authority shall be responsible for providing and directing the Shared Services Resources for managing the Operating Company's overall delivery of Transit Services including:
  - i. Establishing customer service practices and procedures; and
  - ii. Conducting any inspections and audits the Authority deems necessary of the Operating Company, Transit Services, Revenue Service Vehicles, Premises and other Physical Assets.
- f) Develop policies and procedures for the delivery of the Transit Services including:
  - i. Prescribing Registered User eligibility criteria and developing procedures and policies to be used by the Operating Company for the assessment and registration of Eligible Users for Custom Transit Services; and
  - ii. Developing procedures and policies for the delivery of Extra Services.
- g) Plan, prepare and implement the Transit Services including:
  - i. Providing Public Passenger Transportation System marketing in accordance with Section 8(d) of this agreement;
  - ii. Ensuring that the terms and conditions of the transit advertising agreement between the Authority and the advertising contract company are met, and

- that the designated revenues generated by this contract are credited to the Municipality;
- iii. Negotiating the terms of the Provincial BC Bus Pass and ensuring that the designated revenue is credited to the Municipality;
  - iv. Providing to the Municipality on a periodic basis reports which will specify:
    - 1) The actual costs of service compared to the budgeted costs specified in the Annual Operating Agreement;
    - 2) The revenue accrued to date, including farebox and other transit revenue (obtained from the Municipality or credited to the Municipality) compared to the budgeted revenue amount; and
    - 3) The annual performance summary of the service compared to the service standards established by the Municipality as outlined in Schedule "C".
  - h) Determining and providing the Revenue Service Vehicles, Premises and other Physical Assets required by the Operating Company for the provision of the Transit Services pursuant to lease or license agreements with the Authority and monitor the use, maintenance and conditions of such Revenue Service Vehicles, Premises and Physical Assets;
  - i) Provide to the Municipality full contact information for the Operating Company, so that the Municipality may fulfill all obligations under this agreement and/or the Annual Operating Agreement with respect to providing notice to the Operating Company;
  - j) Exercise its authority as primary spokesperson for transit operational issues relating to the Public Passenger Transportation System in a manner which does not interfere with the authority of the Municipality to communicate with the public with respect to local public transportation issues; and,
  - k) The Authority shall receive and review any and all proposals from the Municipality to enter into a Community Transit Partnership Agreement and, if acceptable to the Authority, provide its prior written approval of such Community Transit Partnership Agreement, such approval not to be unreasonable withheld by the Authority.

## **SECTION 9: FUNDING AGREEMENT**

The Municipality and the Authority agree to contribute their respective portion of the annual cost of the Public Passenger Transportation System as prescribed in the Annual Operating Agreement.

## **SECTION 10: CAPITAL AND OPERATING EXPENDITURES**

Nothing in this agreement shall be construed as committing the Authority or the Municipality to incur capital or operating expenditures for equipment, facilities or otherwise, within the Transit Service Area unless the same shall be contained within the approved budget of British Columbia Transit.

## **SECTION 11: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

This Agreement and the parties hereto are subject to the provisions of the Freedom Of Information And Protection Of Privacy Act ("FOIPPA"). Any information developed in the performance of this Agreement, or any personal information obtained, collected, stored pursuant to this Agreement, including database information, shall be deemed confidential and subject to the provisions of the FOIPPA including the handling, storage, access and security of such information. Confidential information shall not be disclosed to any third party except as expressly permitted by the Authority or pursuant to the requirements of the FOIPPA.

**SECTION 12: AMENDMENT**

This agreement may only be amended in writing signed by the Municipality and the Authority and specifying the effective date of the amendment.

**SECTION 13: SETTLEMENT OF DISPUTES**

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

**SECTION 14: ENUREMENT**

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

**SECTION 15: ASSIGNMENT**

This Agreement shall not be assignable without prior written consent of the parties.

**SECTION 16: GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with the laws of the Province of British Columbia, with respect to those matters within provincial jurisdiction, and in accordance with the laws of Canada with respect to those matters within the jurisdiction of the government of Canada.

**SECTION 17: COUNTERPARTS**

This contract and any amendment hereto may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be considered to be one and the same contract. A signed facsimile or .pdf copy of this contract, or any amendment, shall be effective and valid proof of execution and delivery.

**SECTION 18: NOTICES AND COMMUNICATIONS**

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

**BRITISH COLUMBIA TRANSIT**  
c/o President & CEO  
P.O. Box 610  
520 Gorge Road East  
Victoria, British Columbia V8W 2P3

and to the Municipality at:

**VILLAGE OF ASHCROFT**  
c/o Chief Administrative Officer  
Box 129  
Ashcroft BC, V0K1A0

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

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**VILLAGE OF ASHCROFT**

\_\_\_\_\_  
  
\_\_\_\_\_

**BRITISH COLUMBIA TRANSIT**

\_\_\_\_\_  
PRESIDENT & CEO

\_\_\_\_\_  
CORPORATE SECRETARY

**SCHEDULE "A": DEFINITIONS**

- a) **"Annual Operating Agreement"** means the Annual Operating Agreement and all attached schedules negotiated and entered into on a periodic basis pursuant to the British Columbia Transit Act, between the parties hereto this Transit Service Agreement;
- b) **"Attendant"** means a person whose presence is essential to the Registered User to enable the Registered User to physically use the service and whose origin and destination are the same as the Registered User;
- c) **"Community Transit Partnership Agreement"** means a partnership agreement entered into by the Municipality and a third party pursuant to Section 7(i) and Section 8(k), whereby the third party agrees to pay a fee to the Municipality in order to fund certain services provided under the Service Specifications;
- d) **"Companion" or "Escort"** means a person who accompanies the Registered User but whose presence is not essential to the Registered User to physically use the service and whose origin and destination are the same as the Registered User;
- e) **"Conventional Transit Services"** shall mean services and facilities operated by or for a Public Passenger Transportation System to transport persons on specified fixed routes and schedules using public streets or thoroughfares, but does not include Custom Transit Services or Paratransit Services;
- f) **"Custom Transit Services"** shall mean services and facilities operated or provided by a Public Passenger Transportation System for on demand point to point transportation of any Registered User;
- g) **"Direct Operating Costs"** means the sum of the Fixed Costs and Variable Costs of service, maintenance and other costs of service, where:
  - i. **"Fixed Costs"** means items of cost that may be reasonably and conveniently identified with the overall service but which cannot be directly assigned to a unit of service such as hours or kilometres of service. Items of cost will exclude the cost of items which are normally capitalized but may include appropriate charges for depreciation of capital assets or the leasing of capital assets. The use of the term Fixed Costs does not mean that some items of cost included will not vary depending on service requirements;
  - ii. **"Variable Costs"** means items of cost which may be reasonably and conveniently identified and allocated to a specific unit of service such as hours or kilometres of service;
  - iii. **"Maintenance Costs"** means parts and materials, sublet and labour costs of a qualified licensed mechanic for the maintenance of the Revenue Service Vehicles, but shall not include costs associated with interior and exterior transit advertising signs and non-mechanical servicing of Revenue Service Vehicles such as fuelling, clearing fareboxes, cleaning and painting wheel rims, vehicle washing and other work performed by a serviceman; and,
  - iv. **"Other Costs"** shall include but not be limited to vehicle insurance costs, incurred by the Authority and Operating Company, contingency costs, taxi program costs (if applicable);
- h) **"Eligible User"** means any person who is deemed eligible to use Custom Transit Services as defined in Section 11 of the British Columbia Transit Act Regulations.
- i) **"Extra Service"** means Overloads or Special Transit Service;
- j) **"Fare"** means an entitlement to ride upon the services of the Public Passenger Transportation System;
- k) **"FOIPPA"** means the Freedom of Information and Protection of Privacy Act and Regulations (British Columbia);
- l) **"Operating Company"** means:

- i. the company or person contracted by the Authority to operate and manage the Public Passenger Transportation System within the Transit Service Area, or
  - ii. a person designated by the minister to contract with the Authority with respect to the operation by that person of a Public Passenger Transportation System in the Transit Service Area;
- m) **“Overloads”** means additional Revenue Service Vehicles operating on specified routes to cope with ridership demands which cannot be served by the regularly scheduled service;
- n) **“Paratransit Services”** shall mean services and facilities operated or provided by a Public Passenger Transportation System offering more flexible service than Conventional Transit Services. Paratransit Service is a blend of Conventional Transit Services and Custom Transit Services providing service to able bodied transit passengers as well as Registered Users using the same Revenue Service Vehicles that deviate periodically from their fixed route and fixed schedules to provide on demand point to point service;
- o) **“Physical Assets”** other than revenue service vehicles, means any land, buildings, equipment or other items of a material nature which for accounting purposes are considered to contribute to delivery of Transit Services for a period exceeding one fiscal year;
- p) **“Premises”** means the lands, buildings and equipment owned or leased by the Authority and used in the provision of the Public Passenger Transportation System;
- q) **“Public Passenger Transportation System”** means a public transit system as prescribed by the British Columbia Transit Act;
- r) **“Registered User”** means an Eligible User who has satisfied certification and registration requirements established by the Authority to allow them to use Custom Transit Services;
- s) **“Revenue Hours”**, **“Revenue Kilometres”** means those units of service that are actually offered to the public as reflected in the public timetable and set out in the Service Specification, including lay over time between trips;
- t) **“Service Specifications”** means a detailed description of the Public Passenger Transportation System;
- u) **“Shared Services Resources”** means the management, planning, financial, procurement, fleet and maintenance management, contract and performance management, marketing, environmental, safety, training and other services and resources provided by the Authority to support the Public Passenger Transportation System;
- v) **“Special Transit Service”** means infrequent and temporary service provided within the Transit Service Area for specific events or purposes beyond the Revenue Hours outlined in the Service Specifications. Special Transit Services will not exceed the boundaries of the ICBC coverage unless written permission is given in advance by the Municipality and the Authority;
- w) **“Statutory Holidays”** means New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and/or any other days that may be gazetted as being a holiday in and for the Province of British Columbia;
- x) **“System Revenues”** means the revenue of the Public Passenger Transportation System and includes revenue from farebox, revenue from sale of passes and tickets, revenue from advertising contracts and any other Fare related revenue accruing from the operation of the Public Passenger Transportation System pursuant to this Agreement;
- y) **“Transit Services”** includes without limitation any activity related to the provision of the Public Passenger Transportation System, whether conducted directly or indirectly by the Operating Company or its agents, affiliates, subsidiaries, contractors or representatives,

- to operate, maintain, repair or store vehicles, equipment or infrastructure and conduct any related environmental and waste management measures and includes Conventional, Custom and Paratransit Transit Services; and,
- z) **Transit Service Area**” means the boundaries of the Transit Services as defined in Schedule “B” of this Agreement.

**SCHEDULE "B": TRANSIT SERVICE AREA**

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

The boundaries of the Ashcroft-Clinton Transit Service Area shall be defined as the Village of Ashcroft, Village of Cache Creek, Village of Clinton, Electoral Area 'I' of the Thompson Nicola Regional District and Electoral Area 'G' of the Cariboo Regional District. It also includes all areas between: 1) Lillooet and Kamloops, 2) Lillooet and Lytton and 3) Lytton and Kamloops.

**SCHEDULE "C": SERVICE STANDARDS**

The service standards established for the Ashcroft-Clinton Transit System are to be reviewed, confirmed and incorporated into this schedule at a future date in accordance with Section 12 of this Agreement to satisfy the requirements of Section 8(g)iv(3).

**ASHCROFT-CLINTON**  
**ANNUAL OPERATING AGREEMENT**

**between**

**VILLAGE OF ASHCROFT**

**and**

**BRITISH COLUMBIA TRANSIT**

**Effective**

**April 1, 2017**

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

**ANNUAL OPERATING AGREEMENT**

BETWEEN:

**VILLAGE OF ASHCROFT**

(the "Municipality")

AND:

**BRITISH COLUMBIA TRANSIT**

(the "Authority")

WHEREAS the Authority is authorized to contract for transit services for the purpose of providing and maintaining those services and facilities necessary for the establishment, maintenance and operation of a public passenger transportation system in the Transit Service Area;

WHEREAS the Municipality is authorized to enter into one or more agreements with the Authority for transit services in the Transit Service Area;

WHEREAS the parties hereto have entered into a Transit Service Agreement which sets out the general rights and responsibilities of the parties hereto;

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

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

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

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## **SECTION 1: DEFINITIONS**

Unless agreed otherwise in the Annual Operating Agreement, the definitions set out in the Transit Service Agreement shall apply to this Annual Operating Agreement including:

- a) "Annual Operating Agreement" shall mean this Annual Operating Agreement and any Annual Operating Agreement Amendments negotiated and entered into by the parties subsequent hereto;
- b) "Transit Service Agreement" shall mean the Transit Service Agreement between the parties to this Annual Operating Agreement, including any amendments made thereto;

## **SECTION 2: INCORPORATION OF SCHEDULES**

All schedules to this agreement are incorporated into the agreement, and form part of the agreement.

## **SECTION 3: INCORPORATION OF TRANSIT SERVICE AGREEMENT**

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

## **SECTION 4: TERM AND RENEWAL**

- a) The parties agree that the effective date of this agreement is to be April 1, 2017, whether or not the agreements have been fully executed by the necessary parties. Once this agreement and the associated Transit Service Agreement are duly executed, this agreement will replace all provisions in the existing Transit Service Agreement and Master Operating Agreement with respect to the rights and obligations as between the Authority and the Municipality.
- b) Upon commencement in accordance with Section 4(a) of this agreement, the term of this agreement shall be to March 31, 2018 except as otherwise provided herein. It is acknowledged by the parties that in the event of termination or non-renewal of the Annual Operating Agreement, the Transit Service Agreement shall likewise be so terminated or not renewed, as the case may be.
- c) Either party may terminate this agreement as follows:
  - a. Cancellation by the Authority: In the event that the Authority decides to terminate this Agreement for any reason whatsoever, the Authority shall provide at least one hundred and eighty (180) days prior written notice. Such notice to be provided in accordance with Section 10.
  - b. Cancellation by the Municipality: In the event that the Municipality decides to terminate this Transit Service Agreement for any reason whatsoever, and by extension the Annual Operating Agreement, the Municipality shall provide at least one hundred and eighty (180) days prior written notice. Such notice to be provided in accordance with Section 10.

## **SECTION 5: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

This Agreement and the parties hereto are subject to the provisions of the *Freedom Of Information And Protection Of Privacy Act* ("FOIPPA"). Any information developed in the performance of this Agreement, or any personal information obtained, collected, stored pursuant to this Agreement, including database information, shall be deemed confidential and subject to

the provisions of the FOIPPA including the handling, storage, access and security of such information. Confidential information shall not be disclosed to any third party except as expressly permitted by the Authority or pursuant to the requirements of the FOIPPA.

## **SECTION 6: SETTLEMENT OF DISPUTES**

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

## **SECTION 7: MISCELLANEOUS PROVISIONS**

- a) Amendment: This agreement may only be amended in writing signed by the Municipality and the Authority and specifying the effective date of the amendment.
- b) Assignment: This Agreement shall not be assignable without prior written consent of the parties.
- c) Enurement: This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.
- d) Operating Reserve Fund: In accordance with OIC 594, in fiscal year 2015/16, BC Transit established a Reserve Fund to record, for each local government, the contributions that BC Transit has received but has not yet earned.
  - a. BC Transit will invoice and collect on monthly Municipal invoices based on budgeted Eligible Expenses.
  - b. Any expenditure of monies from the Reserve Fund will only be credited towards Eligible Expenses for the location for which it was collected.
  - c. Eligible Expenses are comprised of the following costs of providing Public Passenger Transportation Systems:
    - i. *For Conventional Transit Service:*
      1. the operating costs incurred in providing Conventional Transit Service excluding interest and amortization;
      2. the amount of any operating lease costs incurred by BC Transit for Conventional Transit Services;
      3. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement;
      4. an amount of the annual operating costs of BC Transit not exceeding 8% of the direct operating costs payable under an Annual Operating Agreement;
    - ii. *For Custom Transit Service:*
      1. the operating costs incurred in providing Custom Transit Service excluding interest and amortization, but including the amount paid by BC Transit to redeem taxi saver coupons issued under the Taxi Saver Program after deducting from that amount the amount realized from the sale of those coupons;
      2. the amount of any operating lease costs incurred by BC Transit for Custom Transit Service;

3. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement; and,
  4. an amount of the annual operating costs of BC Transit not exceeding 8% of the direct operating costs payable under an Annual Operating Agreement;
- d. Eligible Expenses exclude the costs of providing third-party 100%-funded services; and,
  - e. BC Transit will provide an annual statement of account of the reserves received and utilized, including any interest earned for each local government.
- e) The parties agree that this agreement is in substantial compliance with all relevant legislative requirements to establish the rights and obligations of the parties as set out in the *British Columbia Transit Act*.
  - f) BC Transit acknowledges receipt of a copy of that certain Community Transit Partnership Agreement between the Municipality and the Thompson Nicola Regional District and Interior Health Authority (the "Partner") effective April 1, 2006. BC Transit hereby provides written consent for the Municipality to enter into the Community Transit Partnership Agreement; provided, however, that:
    - a. In the event the Partner provides one years' notice of its intention to terminate the Community Transit Partnership Agreement, the Municipality will immediately notify the Authority in writing of such termination;
    - b. In the event the Partner provides the Municipality with a payment in lieu of providing notice of termination pursuant to Section 4 of the Community Transit Partnership Agreement, the Municipality will immediately forward to BC Transit the full amount of such payment, without setoff whatsoever; and,
    - c. In the event the Partner provides the Municipality with payment in accordance with the subsection above, and the Municipality fails or neglects to forward such payment to the Authority, the Authority shall have the right to include such amount in its monthly invoice to the Municipality for immediate payment by the Municipality.

#### **SECTION 8: GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with the laws of the Province of British Columbia, with respect to those matters within provincial jurisdiction, and in accordance with the laws of Canada with respect to those matters within the jurisdiction of the government of Canada.

#### **SECTION 9: COUNTERPARTS**

This contract and any amendment hereto may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be considered to be one and the same contract. A signed facsimile or pdf copy of this contract, or any amendment, shall be effective and valid proof of execution and delivery.

**SECTION 10: NOTICES AND COMMUNICATIONS**

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

**BRITISH COLUMBIA TRANSIT**  
c/o President & CEO  
P.O. Box 610  
520 Gorge Road East  
Victoria, British Columbia V8W 2P3

and to the Municipality at:

**VILLAGE OF ASHCROFT**  
c/o Chief Administrative Officer  
PO Box 129  
Ashcroft BC, V0K1A0

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

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**VILLAGE OF ASHCROFT**

\_\_\_\_\_  
\_\_\_\_\_

**BRITISH COLUMBIA TRANSIT**

\_\_\_\_\_  
CHIEF OPERATING OFFICER

\_\_\_\_\_  
CHIEF FINANCIAL OFFICER

**SCHEDULE "A": TARIFF AND FARES**

The boundaries of fare zones for this Tariff are described as the Ashcroft-Clinton Transit Service Area shall be defined as the Village of Ashcroft, Village of Cache Creek, Village of Clinton, Electoral Area 'I' of the Thompson Nicola Regional District and Electoral Area 'G' of the Cariboo Regional District.

For the purposes of Health Connections, it also includes all areas between:

- 1) Lillooet and Kamloops,
- 2) Lillooet and Lytton and
- 3) Lytton and Kamloops.

**Cash Fares one-way:**

Effective March 1, 2010

Local Service - \$2.00

Ashcroft, Clinton

Health Connections To \$5.00

Kamloops

### SCHEDULE "B": SERVICE SPECIFICATIONS

Ashcroft-Clinton Base Budget Official AOA 2017/2018

Schedule 'B'

Effective Apr 01, 2017

**Scheduled Revenue Service**

17/18 Full Year (Apr 01, 2017 to Mar 31, 2018)								
	Mbn	Tue	Wed	Thu	Fri	Sat	Sun	
Hrs/Day	8.00		8.00		8.00			
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Adjusted Revenue Service**

	Apr, 2017	May, 2017	Jun, 2017	Jul, 2017	Aug, 2017	Sep, 2017	Oct, 2017	Nov, 2017	Dec, 2017	Jan, 2018	Feb, 2018	Mar, 2018
Adjusted Revenue Hours	90.00	101.00	101.50	90.00	101.00	101.50	90.00	101.00	101.50	101.00	90.00	101.50

**Extra Revenue Service**

	Apr, 2017	May, 2017	Jun, 2017	Jul, 2017	Aug, 2017	Sep, 2017	Oct, 2017	Nov, 2017	Dec, 2017	Jan, 2018	Feb, 2018	Mar, 2018

**2017/2018 Calendar Specification**

Period	Mbn	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2017 to Apr 30, 2017	3	4	4	4	3	5	5	2	30	Apr 14, 2017 Good Friday 2017 (Fri)
May 01, 2017 to May 31, 2017	4	5	5	4	4	4	4	1	31	Apr 17, 2017 Easter Monday 2017 (Mon)
Jun 01, 2017 to Jun 30, 2017	4	4	4	5	5	4	4	0	30	May 22, 2017 Victoria Day 2017 (Mon)
Jul 01, 2017 to Jul 31, 2017	5	4	4	4	4	4	5	1	31	Jul 01, 2017 Canada Day 2017 (Sat)
Aug 01, 2017 to Aug 31, 2017	3	5	5	5	4	4	4	1	31	Aug 07, 2017 BC Day 2017 (Mon)
Sep 01, 2017 to Sep 30, 2017	3	4	4	4	5	5	4	1	30	Sep 04, 2017 Labour Day 2017 (Mon)
Oct 01, 2017 to Oct 31, 2017	4	5	4	4	4	4	5	1	31	Oct 09, 2017 Thanksgiving Day 2017 (M)
Nov 01, 2017 to Nov 30, 2017	4	4	5	5	4	3	4	1	30	Nov 11, 2017 Remembrance Day 2017 (F)
Dec 01, 2017 to Dec 31, 2017	3	3	4	4	5	5	5	2	31	Dec 25, 2017 Christmas Day 2017 (Mon)
Jan 01, 2018 to Jan 31, 2018	4	5	5	4	4	4	4	1	31	Dec 26, 2017 Boxing Day 2017 (Tue)
Feb 01, 2018 to Feb 28, 2018	3	4	4	4	4	4	4	1	28	Jan 01, 2018 New Years Day 2018 (Mon)
Mar 01, 2018 to Mar 31, 2018	4	4	4	5	4	5	4	1	31	Feb 12, 2018 Family Day 2018 (Mon) Mar 30, 2018 Good Friday (2018) (Fri)
<b>Total</b>	<b>44</b>	<b>51</b>	<b>52</b>	<b>52</b>	<b>50</b>	<b>51</b>	<b>52</b>	<b>13</b>	<b>365</b>	<b>13 Exceptions</b>

**Monthly Summary**

Month	Paratransit							
	Revenue Hours				Revenue Kilometers			
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April, 2017	80.00		90.00	170.00	0.00			
May, 2017	104.00		101.00	205.00	0.00			
June, 2017	104.00		101.50	205.50	0.00			
July, 2017	104.00		90.00	194.00	0.00			
August, 2017	96.00		101.00	197.00	0.00			
September, 2017	96.00		101.50	197.50	0.00			
October, 2017	96.00		90.00	186.00	0.00			
November, 2017	104.00		101.00	205.00	0.00			
December, 2017	96.00		101.50	197.50	0.00			
January, 2018	104.00		101.00	205.00	0.00			
February, 2018	88.00		90.00	178.00	0.00			
March, 2018	96.00		101.50	197.50	0.00			
<b>Total</b>	<b>1,168.00</b>	<b>0.00</b>	<b>1,170.00</b>	<b>2,338.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

**SCHEDULE "C": BUDGET**

**Ashcroft-Clinton Paratransit**

	<b>Base Budget 2017/2018</b>
Total Revenue	\$17,727
Total Direct Operating Costs	\$151,745
Total Operating Costs	\$167,907
Total Costs (including Local Government Share of Lease Fees)	\$170,284
<b>Net Local Government Share of Costs</b>	<b>\$92,455</b>

## THE CORPORATION OF THE VILLAGE OF ASHCROFT

### BYLAW NO. 811

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A bylaw to prohibit outdoor burning within the boundaries of the Village of Ashcroft.

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WHEREAS a municipal council may, by bylaw, regulate or prohibit the release of effluvia that is liable to foul or contaminate the atmosphere pursuant to Section 64(c), under the authority of Section 8(3)(h), of the Community Charter.

NOW THEREFORE the Council of the Corporation of the Village of Ashcroft, in open meeting assembled, ENACTS AS FOLLOWS:

- 1) That this Bylaw may be cited as "Village of Ashcroft Outdoor Burning Bylaw No. 811, 2017".
- 2) That Bylaw No. 651, cited as "Village of Ashcroft Fire Regulation Bylaw No. 651, 1999", and all amendments thereto, are hereby repealed.

#### **Interpretation**

- 3) In this Bylaw, unless the context otherwise requires,
  - a) "Village" means the Village of Ashcroft;
  - b) "Outdoor burning" means the burning of any material outside of an enclosed building;
  - c) "Portable burning device" means a device, either manufactured or homemade for the purpose of containing or facilitating the combustion of any material or fuel;
  - d) "Permit" means a permit issued by the Corporate Officer or designate in accordance with the provisions of this Bylaw.
  - e) "Household" means a dwelling or property that contains one or more people or family units.
  - f) "Fire Chief" means the Village Fire Chief or designate, as appointed by Village Council.
  - g) "Applicant" means the owner of a property, or the tenant named on the current lease for that property who is applying for a permit.

#### **Prohibition**

- 4) All outdoor burning of any combustible material or combination of materials by any person is prohibited within the municipal boundaries of the Village.

#### **Exceptions**

- 5) Notwithstanding Section 4, the following is permitted within the Village boundaries:
  - a) Interface burning to prevent the spread of fire. This burning shall be permitted only on prior approval of the Corporate Officer by recommendation of the Fire Chief, or designate, and the Ministry of Forests; and shall be supervised by the Fire Chief or his designate.
    - i) Only natural fuels may be burned.
    - ii) Burn piles must be located at a distance of 50 meters from any structure or as designated at the discretion of the Fire Chief.

- iii) The Corporate Officer, under the recommendation of the Fire Chief may permit burning of land clearing materials subject to sections d(i) and d(ii) above being met along with any other conditions listed on the permit.
  - iv) Where in the opinion of the Fire Chief a significant interface fire hazard exists on a private property and where all other avenues for removal of the hazardous fuels have been exhausted, the Fire Chief may recommend the Corporate Officer to grant the property owner permission for open burning subject to conditions specified by the Fire Chief through issuance of a permit set out in Schedule "C". Any such burning undertaken by the property owner shall be solely at the property owner's own risk and expense.
- b) Fire Department training exercises on the approval of Council.
  - c) Burning lawfully conducted as part of a farm operation pursuant to the provisions of the *Farm Practices Protection (Right to Farm) Act*.
  - d) Fires for ceremonial or religious events subject to receiving prior approval from the Village through the issuance of a permit set out in Schedule "B".
  - e) Outdoor use of BBQ's or smokers that burn briquettes, charcoal, wood chips, propane or natural gas, for the purpose of cooking or preserving food.
  - f) Outdoor use of portable burning devices that operate with propane or natural gas for the purposes of warmth and ambiance, subject to the following provisions:
    - i) the device shall be situated at least 3 meters from any buildings, items constructed of wood, trees, and shrubs;
    - ii) no device shall be operated under trees, branches, or wires;
    - iii) the device shall be operated on a durable, non-combustible surface; and
    - iv) a person must adhere to the protective measures described in Section 11(g) of this bylaw.

### **Permits**

- 6) Permits are issued from the Village office and are valid only during the date, time and location specified on the permit.
- 7) All persons applying for a permit shall pay a non-refundable \$10.00 application fee.
- 8) A permit shall not be transferable.
- 9) A household may be issued a maximum of two (2) permits per year.
- 10) The Corporate Officer or designate has the sole authority to issue or deny a permit. The decision of the Corporate Officer will be based on the provisions contained within this Bylaw, consultation with the Fire Chief and the prevailing current conditions as declared by the Ministry of Forests, Lands, and Natural Resources Kamloops Fire Zone, and its successors; the decision made by the Corporate Officer is final and is not open to reconsideration.
- 11) The procedure to obtain a permit is as follows:
  - a) All persons wanting a burning permit for Ceremonial or Religious Events must complete the application located within Schedule "B" of this bylaw, prior to the proposed ceremony or religious event.
  - b) All persons wanting a burning permit for Interface Fuel Reduction must complete the application located within Schedule "C" of this bylaw, not less than 7 days prior to the proposed date for interface fuel reduction.

- 12) All persons approved for a permit for either Ceremonial and Religious Events or Interface Fuel Reduction are bound by the terms and conditions found within Schedule "B" and Schedule "C" respectively, of this bylaw.

**Offence/Penalties**

- 13) This bylaw is enforceable by any members of the RCMP, the Village Fire Chief, and any member of staff designated by Council. The aforementioned has the authority to enter onto private property as per the provisions contained in the Community Charter, Section 16(6)(a) and as amended.
- 14) Any person who contravenes any provision of the Bylaw, shall be deemed to be guilty of an infraction of the Bylaw and upon summary conviction, is liable to a fine not less than One Hundred Dollars (\$100.00) nor more than the maximum penalty provided under the Offence Act, and as amended.
- 15) All persons shall be liable to pay all Charge Out Fees as outlined in Schedule "A" of this Bylaw; and the Village shall be able to recover from such persons all costs as a debt owing to the municipality under the authority provided by the Community Charter Section 17 and as amended, where any person:
- a) fails to obtain a Permit required under this bylaw; or
  - b) obtains a Permit as provided for in the Bylaw but fails to follow the provisions of the Bylaw and those conditions outlined on the Permit or the Bylaw; or
  - c) contravenes any provision of this Bylaw; or
  - d) allows a fire to spread beyond the control of the person or another emergency results therefrom.

READ A FIRST TIME THIS	DAY OF	, 2017
READ A SECOND TIME THIS	DAY OF	, 2017
READ A THIRD TIME THIS	DAY OF	, 2017
RECONSIDERED AND ADOPTED THIS	DAY OF	, 2017

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John C. (Jack) Jeyes, Mayor

---

J. Michelle Allen, Chief Administrative Officer

Certified to be a true and correct copy  
of Bylaw No. 811 as adopted by Council.

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J. Michelle Allen, Chief Administrative Officer

JMA/kdw

**INFORMATION CORRESPONDENCE  
FOR THE APRIL 10, 2017 COUNCIL MEETING**

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Earla Peters

- Indoor wood burning stoves

Ministry of Transportation

- Highway Signage – 97C

TNRD

- 2017-2021 Financial Plan Bylaw No. 2614, 2017

Responsible Conduct of Local Government Elected Officials

- Working Group on Responsible Conduct Consultation Paper

Auditor General for Local Government (AGLG)

- Managing the Inherent Risks of Limited Human Resources within Small Local Governments – District of Tofino

MIABC 2016 Annual Report

- Firmly Rooted Future-Ready

Centre for Services and Information

- Experience 50+ Living Community Guide to Better Living

BC Forest Professional

- March-April 2017

/kw



# Thompson-Nicola Regional District



Thompson-Nicola  
Film Commission  
BRITISH COLUMBIA

tnrd.ca



## Website Created for 50th Anniversary

**For Immediate Release (April 4/17):**

The Thompson-Nicola Regional District (TNRD) is celebrating its 50th anniversary in 2017. To mark the occasion the TNRD has designed a special website — [50th.tnrd.ca/](http://50th.tnrd.ca/) — focused on the Regional District's history and the upcoming events and contests the TNRD has planned for the occasion. It goes live today.

Throughout the year, the TNRD will be holding local community events, hosting contests and sharing news and information about the TNRD as part of its 50th anniversary celebration. All of this information will be accessible at [50th.tnrd.ca/](http://50th.tnrd.ca/).

To kick off this momentous year in the TNRD's history, here are a couple of contests that get under way immediately:

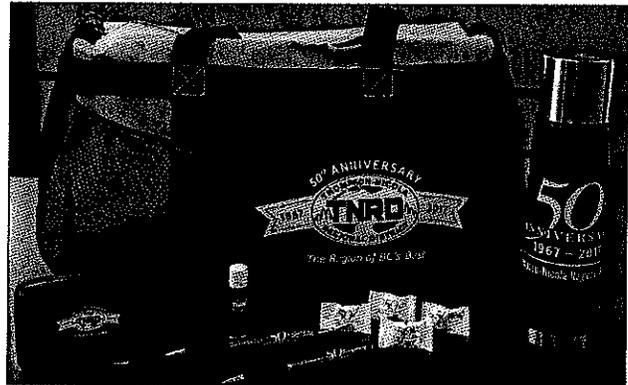
- **Trivia Contest:** Every week, a different trivia question will be posed with a prize awarded each month to one of the respondents who has answered one of that month's trivia questions correctly. On Nov. 24, the names of all of the respondents who have correctly answered a trivia question throughout the year will be entered into a draw for a 50th anniversary celebration prize.

- **Writing Contest:** From April 1 to May 31, the TNRD will accept submissions for short stories and poems featuring an aspect of the TNRD — either a location, an event or a person from history. The maximum length of a story is 1,500 words and it can be any genre. Poems can be one page long.

-30-

**For more information contact Director of Legislative Services, Carolyn Black:  
250.377.8673; [cblack@tnrd.ca](mailto:cblack@tnrd.ca)**

The TNRD covers 11 municipalities (Ashcroft, Barriere, Cache Creek, Chase, Clearwater, Clinton, Kamloops, Logan Lake, Lytton, Merritt and Sun Peaks) and 10 Electoral Areas - "A" (Wells Gray Country), "B" (Thompson Headwaters), "E" (Bonaparte Plateau), "I" (Blue Sky Country), "J" (Copper Desert Country), "L" (Grasslands), "M" (Beautiful Nicola Valley - North), "N" (Beautiful Nicola Valley - South), "O" (Lower North Thompson) and "P" (Rivers and the Peaks). The TNRD provides over 120 services including planning and building inspection, solid waste management, emergency preparedness, 9-1-1 services, recreation, utilities, television rebroadcasting, river buoys, transit, tourism, library services and operates a film commission.



**MONTHLY PRIZE PACKAGE FOR THE 50TH ANNIVERSARY TRIVIA CONTEST**

## **Communities in Bloom committee meeting March 29, 2017**

The CiB committee currently has a balance of \$5,671.36.

The plant swap will take place on Saturday, April 22 in front of the Visitor Centre. The CiB committee will be obtaining insurance.

The village is once again competing in the Class of Champions category this year. The judges will arrive on July 17, judge on July 18, and depart on July 19.

The committee is purchasing five desert planters (similar to the ones outside the Community Hall) for a total cost of \$1,064. One of the planters will go outside the Visitor Centre; the other four will go on the sidewalk on 4<sup>th</sup> Street in front of the Museum and the *Journal* office.

There are currently 35 wooden circular flower barrels in town, and CiB hopes eventually to replace them all with the desert planters. Businesses with planters outside their premises were surveyed on March 28, and all said they were happy to have the barrels outside their establishments planted, and said they would look after them. Revelations has asked if they can have an additional barrel. It was reported that the wooden barrels are in fair condition.

Planting of the barrels is scheduled for May 10, and the committee will liaise with the Fire Department to ensure the barrels are watered before planting starts. All the barrels will be planted with red and white petunias in honour of Canada's 150<sup>th</sup> anniversary.

The "barrel challenge" is going ahead again this year, with a theme of red and white. No date has been set for the planting, but it will be in the first half of May. The partnerships are:

Jack Jeyes:	Jordi Flaherty
Helen Kormendy:	Shirlee Johnson / Ina Gory
Doreen Lambert:	Diane [surname unknown]
Barbara Roden:	Paulette Thille
Alf Trill:	Deb Tuohey
Michelle Allen:	Marijke Stott
Josh White:	Andrea Walker

The committee wondered if it would be possible for the April Village newsletter to mention that residents are encouraged to plant red and white flowers this year for Canada's 150<sup>th</sup>. The CiB committee will be producing a leaflet showing which red and white flowers grow well in our area.

The Canada 150 mosaic is going ahead, with the location to be determined.

Eight signs for the “Scott’s Best Gardens” program have been ordered. This year they will have the Village of Ashcroft logo on them. The signs are given to the owners of the properties the CiB committee determines are particularly attractive or distinctive.

The committee is very pleased that a cigarette butt disposal unit will be going outside the Community Hall. Apparently there is a large issue with people attending events there putting their butts in the flower planters.

The committee will be assessing what plants, if any, need replacing at the Heritage Park on Railway. That is the only work they are planning there this year; they plan to tackle the water features in one go in 2018.

The next meeting of the Communities in Bloom Committee is on Wednesday, April 19 at 2:30 p.m. at Andrea Walker’s house on Cliff Crescent.