



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 7:00 PM ON MONDAY JULY 22, 2019

1. **CALL TO ORDER**

2. **MINUTES**

- | | | |
|------|---|---------|
| 2.1. | Minutes of the Committee of the Whole Meeting of Council held Monday
June 24, 2019 | P. 1-2 |
| 2.2. | Minutes of the Regular Meeting of Council held Monday June 24, 2019 | P. 3-10 |
| 2.3. | Minutes of the Special Meeting of Council held on Wednesday July 3, 2019 | P. 11 |

3. **DELEGATIONS**

- 3.1. NONE

4. **CORRESPONDENCE**

- | | | |
|------|---|----------|
| 4.1. | BC Hydro
- Invitation to meet at UBCM | P. 12-13 |
| 4.2. | Kazushi Imaizumi – Bifuka Vice Mayor
- Official announcement of position | P. 14-15 |
| 4.3 | Historic Hat Creek Ranch
- Letter of Support Request | P. 16-17 |
| 4.4 | Gold Country Communities Society
- Request for Resolution of Support | P. 18 |
| 4.5 | CN Rail
- Request for Resolution in Support of Rail Safety Week | P. 19-20 |
| 4.6 | Information Correspondence Listing for July 22, 2019 | P. 21-22 |

5. **UNFINISHED BUSINESS**

- | | | |
|------|-------------------------------------|----------|
| 5.1. | Actionable Motions List - June 2019 | P. 23-25 |
|------|-------------------------------------|----------|

6. **NEW BUSINESS**

- | | | |
|------|---|----------|
| 6.1. | Procurement Policy No.2019-01-F
- For review and input | P. 26-36 |
|------|---|----------|
-

6.2.	Subdivision and Development Servicing Bylaw - Survey Results	P. 37-42
6.3.	Municipal Insurance Association BC - Annual General Meeting	P. 43
6.4	Water Treatment Plant - Level 3 Operator	P. 44-61
6.5	Ashcroft & District Curling Club - Facility Assessments	P. 62-67
6.6	Highway Concerns and Inquiries - UBCM MOTI Meeting	P. 68-70
7.	<u>BYLAWS</u>	
7.1.	<u>Introduction and First 2 Readings</u>	
7.1.1.	Bylaw No. 832, 2019 Dog Control and Pound Operations	P. 71-84
7.1.2.	Bylaw No. 833, 2019 Consolidated Fees and Charges	P. 85-99
7.2.	<u>Reconsideration and Final Adoption</u>	
7.2.1	Bylaw No. 831 – Permissive Exemptions	P. 100-104
7.2.2	Bylaw No. 829 – Application to amend Zoning Bylaw No. 822, 2018	P. 105
7.2.3	Bylaw No. 830 – Application to amend OCP Bylaw No. 823, 2018	P. 106
8.	<u>REPORTS</u>	
	<u>Mandatory Committees</u>	
8.1	a) Finance Committee <u>Mayor Roden, Councillor Anderson, Councillor Davenport</u>	
8.2	<u>Council/Community Committee Reports</u>	
	a) Tourism & Economic Development <u>Councillor Davenport & Councillor Anstett</u>	
	b) Heritage <u>Councillor Tuohey & Mayor Roden</u>	
8.3	<u>Appointment Liaison to External Boards and Organizations</u>	
	a) Northern Development Initiative Trust <u>Councillor Anderson Alternate – Councillor Anstett</u>	

b) **Gold Country Communities Society**
Mayor Roden Alternate – Councillor Davenport

c) **Historic Hat Creek**
Mayor Roden No Alternate permitted

d) **Cache Creek Environmental Assessment**
Mayor Roden Alternate – Councillor Tuohey

e) **Thompson-Nicola Regional District**
Mayor Roden Alternate – Councillor Anstett

- The Current

P. 107-109

f) **Transit**
Councillor Anstett Alternate – Councillor Davenport

- Notes from the Joint Para-Transit Meeting June 11, 2019

P. 110-112

g) **Communities in Bloom**
Councillor Tuohey Alternate – Mayor Roden

h) **Health Care**
Councillor Anderson Alternate – Councillor Tuohey

i) **Seniors' Liaison**
Councillor Anstett Alternate – Councillor Tuohey

8.4 **Other**

(Motion to receive both verbal and written reports)

9. **CHIEF ADMINISTRATIVE OFFICER REPORTS**

9.1. None

10. **CHIEF FINANCIAL OFFICER REPORTS**

10.1 None

11. **DEPUTY CORPORATE OFFICER REPORTS**

11.1. None

12. **QUESTION PERIOD**

13. **INCAMERA**

13.1. N/A

14. **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 JUNE 24, 2019

PRESENT: Mayor Barbara Roden
Councillor Marilyn Anderson
Councillor Jonah Anstett
Councillor Nadine Davenport
Councillor Debra Tuohey

J. Michelle Allen, Chief Administrative Officer
Yoginder Bhalla, Chief Financial Officer
S. Daniela Dyck, Deputy Corporate Officer

Public - 2

EXCUSED:

1. **CALL TO ORDER**

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

2. **PRESENTATIONS**

2.1. **2018 Annual Report**

The Annual Report for 2018 was previously provided for Council review and was posted to the Village of Ashcroft's website for public review. Council was pleased with the report and had no further questions or comments.

Members of the public made comments regarding the Annual Report as follows:

1. Water Treatment Plant project
2. Tax Exemptions
3. Financial Statement
4. Community Relations
5. Policy Development
6. Emergency Preparedness

2.2 **Other:**

Members of the public made further comments as follows:

1. Health Services
2. CAO replacement
3. Dog Park
4. Private and public roads

3. TERMINATION

M/S Mayor Roden / Councillor Anderson

"That the Committee of the Whole Meeting of Council for June 24, 2019 be terminated at 6:49 pm."

Carried.

Barbara Roden, Mayor

Certified to be a true and correct copy of the
Committee of the Whole Minutes of Council
held Monday, June 24, 2019.

J. Michelle Allen, Chief Administrative Officer

SDD/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 JUNE 24, 2019

PRESENT: Mayor Barbara Roden
Councillor Marilyn Anderson
Councillor Jonah Anstett
Councillor Nadine Davenport
Councillor Debra Tuohey

J. Michelle Allen, Chief Administrative Officer
Yoginder Bhalla, Chief Financial Officer
S. Daniela Dyck, Deputy Corporate Officer

Public - 5

EXCUSED:

1. **CALL TO ORDER**

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

2. **MINUTES**

2.1. **Minutes of the Regular Meeting of Council held Monday, June 10, 2019**

Mayor Roden declared the Minutes of the Regular Meeting of Council held Monday, June 10, 2019 adopted as presented.

3. **DELEGATIONS**

3.1. None

4. **CORRESPONDENCE**

4.1. **Rural & Remote Division of Family Practice – Western Interior Chapter and IHA**

M/S Councillor Anderson / Councillor Davenport

"That Mayor Roden attend the meeting and that a member of the Wellness and Health Action Coalition be invited to attend to represent the interests of Ashcroft"

Carried. (17-06-19)

4.2. Ashcroft HUB – Letter of Support Request

M/S Councillor Tuohey / Councillor Anderson

"That Council directs staff to forward a Letter of Support to the Ashcroft HUB Society."

Carried. (18-06-19)

4.3. Interior Health Authority Meeting with Susan Brown

M/S Mayor Roden / Councillor Tuohey

"That Council accept the July 5, 2019 proposed date to meet with Susan Brown, and that all Council members available attend the meeting, and further that a report be provided back to those Council members unable to attend."

Carried. (19-06-19)

4.4. Fraser Basin Council – Invitation to Attend Field Tour of the McAbee Fossil Site and the Bonaparte Fishway

M/S Mayor Roden / Councillor Tuohey

"That Council members wishing to attend the Tour advise staff of their availability so that RSVP's and menus can be forwarded to the organizers."

Carried. (20-06-19)

4.5. Nicola Valley Search and Rescue

M/S Mayor Roden / Councillor Anstett

"That the Nicola Valley Search and Rescue request for donation be received and filed."

Carried. (21-06-19)

4.6. Dan Albas MP – Letter of Support Request

M/S Mayor Roden / Councillor Anderson

"That Council directs staff to forward a Letter of Support to Dan Albas, MP regarding his Action Against Looting in Communities Affected by Emergency Evacuations Bill."

Carried. (22-06-19)

4.7. UBCM – Call for Nominations

M/S Mayor Roden / Councillor Anderson

"That the UBCM Call for Nominations be received and filed."

Carried. (23-06-19)

4.8 Ashcroft Communities in Bloom – Invitation to Attend Judges Meet and Greet

No action, Council was encouraged to attend.

4.9 Ashcroft Volunteer Firefighter's Association (AVFA) – Request for Ball Fields and Fee Waiver

M/S Councillor Tuohey / Councillor Davenport

"That Council approve the Ashcroft Volunteer Fire Association's request for the use of the Ashcroft Ball Fields for their third annual Slo-Pitch Baseball Tournament to be held on September 28 and 29, 2019; and that usual fees be waived for the event."

Carried. (24-06-19)

4.10 Gateway Property Management – Watering Restriction Bylaw Request

M/S Mayor Roden / Councillor Anstett

"That the Gateway Property Management request for a relaxation of the watering regulations be referred back to staff for research, prepare a report and report back to Council."

Carried. (25-06-19)

4.11 Bifuka, Mayor Nobuo Yamaguchi – Greeting and Official Notification of Re-Election

M/S Mayor Roden / Councillor Anderson

"That Council directs staff to send a reply letter of congratulations, health, happiness and success to Mayor Yamaguchi on his re-election as Mayor for the fourth term."

Carried. (26-06-19)

4.12 Information Correspondence Listing for June 24, 2019

M/S Councillor Tuohey / Councillor Anderson

"That the Information Correspondence for June 24, 2019 be received and filed."

Carried. (27-06-19)

5. UNFINISHED BUSINESS

5.1. N/A

6. NEW BUSINESS

6.1. Annual Report – Council Endorsement

M/S Councillor Anstett / Councillor Anderson

“That Council for the Village of Ashcroft adopts the 2018 Annual Report as presented.”

Carried. (28-06-19)

6.2. Village of Cache Creek – Request to Join Para-Transit System

M/S Councillor Davenport / Councillor Anstett

“That the Council for the Village of Ashcroft supports the request by the Village of Cache Creek to rejoin the local Ashcroft-Clinton Para-Transit System and further that the service be instated as soon as the Annual Operating Agreement is amended.”

Carried. (29-06-19)

6.3. Ashcroft – Cache Creek – Clinton Para-Transit Agreement

M/S Councillor Anstett / Councillor Tuohey

“That the Mayor and Chief Administrative Officer be authorized to sign the Ashcroft-Cache Creek-Clinton Para-Transit Cost Sharing Agreement as presented.”

Carried. (30-16-19)

6.4. Village of Ashcroft / BC Transit Annual Operating Agreement

M/S Mayor Roden / Councillor Anderson

“That the Chief Administrative Officer be authorized to sign the Annual Operating Agreement with BC Transit for the period April 1, 2019 - to March 31, 2020.”

Carried. (31-06-19)

7. BYLAWS

7.1. Introduction and First 2 Readings

7.1.1. Bylaw No. 829 – Official Community Plan Amendment Bylaw, 2019

M/S Mayor Roden / Councillor Anstett

“That Council give first and second readings to the draft Official Community Plan Amendment Bylaw No. 829 and that staff be directed to schedule a Public Hearing at 5:30 pm on Monday, July 22, 2019 and that the public notifications are carried out accordingly.”

Carried. (32-06-19)

7.1.2. Bylaw No. 830 – Zoning Amendment Bylaw, 2019

M/S Mayor Roden / Councillor Anstett

“That Council give first and second readings to the draft Zoning Bylaw Amendment No. 830; and that staff be directed to schedule a Public Hearing at 5:30 pm on Monday, July 22, 2019 and that the public notifications are carried out accordingly.”

Carried. (33-06-19)

7.2. Introduction and First 3 Readings

7.2.1. Bylaw No. 831 - Permissive Tax Exemption (2020-2024) Bylaw, 2019

M/S Mayor Roden / Councillor Anstett

“That Council give first, second and third readings to the Permissive Tax Exemption (2020 -2024) Bylaw No. 831.”

Carried. (34-06-19)

8. REPORTS

Mandatory Committees

8.1. Finance Committee

Mayor Roden, Councillor Anderson, Councillor Davenport

No report.

8.2. Council/Community Committee Reports

a) Tourism and Economic Development

Councillor Davenport & Councillor Anstett

Online YouTube network launched at HUB to promote regional events. (HON channel)
NDIT funding approved for Economic Development

b) Heritage

Councillor Tuohey & Mayor Roden

Museum Drop in Fun Day begins next month offering 7 sessions throughout the summer.

Information requested regarding displays inside the old Fire Hall.

8.3. Appointment Liaison to External Boards and Organizations

a) Northern Development Initiative Trust

Councillor Anderson Alternate – Councillor Anstett

Attended the June 18, 2019 meeting in 100 Mile House

Next meeting October 23, 2019

- b) **Gold Country Communities Society**
Mayor Roden Alternate – Councillor Davenport

N/A

- c) **Historic Hat Creek**
Mayor Roden No Alternate permitted

Request for Proposal has been issued by the Heritage Branch.
First Nations tourism is key factor at the site.
Next Board meeting is June 26, 2019, Mayor Roden is unable to attend.

- d) **Cache Creek Environmental Assessment**
Mayor Roden Alternate – Councillor Tuohey

N/A

- e) **Thompson Nicola Regional District**
Mayor Roden Alternate – Councillor Anstett

Eco Depot Open House last week very successful. Approximately 80 people attended the sessions. Survey available online until July 2, 2019.

- f) **Transit**
Councillor Anstett Alternate – Councillor Davenport

Councillor Davenport attended the meeting in Councillor Anstett's absence.
Cache Creek is back on board and waiting for agreements to be in place to restore the transit service for their community. Service anticipated to be instated for July 8, 2019.
Next meeting September 10, 2019 in Clinton.

- g) **Communities in Bloom**
Councillor Tuohey Alternate – Mayor Roden

Garden Tour very successful.
CiB Judges arriving in July.

- h) **Health Care**
Councillor Anderson Alternate – Councillor Tuohey

At the Health Care meeting June 17, 2019, Sheila Corneillie was acclaimed as Chair.
Next meeting July 15, 2019, Councillor Anderson unable to attend alternate Councillor Tuohey to attend in her place.

- i) **Seniors Liaison**
Councillor Anstett Alternate – Councillor Tuohey

Strawberry Tea not well attended.

8.4. Other

Mayor Roden attended the Graduation ceremonies at Desert Sands Community School on June 14, 2019.

Mexican Fiesta was attended by Councillors Davenport and Tuohey.

Dog Park committee met to review the proposed MOU. Committee is applying for Society Status.

M/S Mayor Roden / Councillor Anderson

"That the verbal and written reports be received and filed."

Carried. (35-06-19)

9. CHIEF ADMINISTRATIVE OFFICER REPORTS

- 9.1.** Community Thank you BBQ July 13, 2019, who is able to attend and assist?
Format and menu will be same as last year. Public Works over time position will be posted, staff will order food and supplies. Need someone with food safe.

10. CHIEF FINANCIAL OFFICER REPORTS

- 10.1** No report.

11. DEPUTY CORPORATE OFFICERS REPORTS

- 11.1** No report.

12. QUESTION PERIOD

Questions from the public included:

- Public asked where the Health Care meeting is being held?
- Council was asked if they have provided input to the IHA Board meetings in Kelowna?

13. IN-CAMERA Motion to go in camera

M/S Mayor Roden / Councillor Tuohey

- 13.1.** Motion to move in-camera to discuss an item under the Community Charter Section 90.1 (c) Personnel and (i) Legal at 7:53 pm.

Carried

14. TERMINATION

M/S Councillor Davenport / Mayor Roden

"That the Regular Meeting of Council terminate at 8:36 pm."

Carried.

Certified to be a true and correct copy of
the Regular Meeting of Council held Monday,
June 24, 2019

Barbara Roden, Mayor

J. Michelle Allen, Chief Administrative Officer

SDD/kdw



THE CORPORATION OF THE VILLAGE OF ASHCROFT

SPECIAL MEETING MINUTES

FOR THE MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBERS
OF THE VILLAGE OFFICE AT 5:30 PM ON WEDNESDAY, JULY 3, 2019

PRESENT: Mayor Barbara H. Roden
Councillor Jonah Anstett
Councillor Nadine Davenport
Councillor Debra Tuohey
Michelle Allen, Chief Administrative Officer

EXCUSED: Councillor Marilyn Anderson
Yoginder Bhalla, Chief Financial Officer
Daniela Dyck, Deputy Corporate Officer

1. **CALL TO ORDER**

Mayor Roden called the meeting to order at 5:30 pm

2. **INCAMERA**

2.1. Moved Mayor Roden/ Seconded Councillor Tuohey

"That Council move to an In-Camera meeting to discuss as item under Section 90.1.(c)
Personnel of the *Community Charter* at 5:30 pm."

"Carried."

3. **TERMINATION**

Moved Mayor Roden/Seconded Councillor Tuohey

"That the special meeting of council terminate at 6:18 pm."

"Carried."

Barbara H. Roden, Mayor

Certified to be a true and correct copy
of the minutes of the special meeting of
Council held on Wednesday, July 3, 2019.

J. Michelle Allen, Chief Administrative Officer

Michelle Allen

From: Hopp, Dayle <Dayle.Hopp@bchydro.com>
Sent: June 28, 2019 9:25 AM
Subject: 2019 UBCM Convention
Attachments: UBCM 2019 BC Hydro Meeting Request Form.docx

Dear Mayor and Council:

Re: 2019 UBCM Convention

BC Hydro is pleased to be participating in the upcoming 2019 UBCM Convention in Vancouver during the week of September 23-27, 2019.

If you would like to arrange a meeting on a local issue with one of our senior managers while you are at the convention, please fill out the attached form and return it with your email request to Lisa Waddell (lisa.waddell@bchydro.com) by **Wednesday, July 31st**. We may not be able to accommodate meeting requests received after this date.

Meetings will be scheduled for September 24-26. We will provide full details when we confirm your meeting date and time.

Accompanying me at the convention will be Jen Walker-Larsen (Upper Columbia) and Mary Anne Coules (Lower Columbia), who are also from Thompson/Okanagan/Columbia Community Relations.

If you have any questions, please don't hesitate to contact me at 250-549-8531 (office) or 250-308-7633 (cell).

We look forward to seeing you at the convention.

Sincerely,

Dag Sharman
Community Relations Manager
Thompson/Okanagan/Columbia

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UBCM 2019 Meeting Request with BC Hydro

Municipality:
Attendees:
Topic: (Please pose as a question):
Background:
Key Contact:

It is the time of early summer and I hope that this time of season finds you in good health.

In this new imperial era of Reiwa on June 1, 2019 I have again become Vice Mayor.

Even though I have not much authority. I have much experience and on top of this much study. I hope with earnest effort and sincerity I can fulfill my position for the community.

I again would like to thank you for your support and am open to any advice you may have. Please accept this simple letter as official announcement of my position.

Sincerely,

Kazushi Imaizumi
Bifuka Vice Mayor

June 2019

謹啓 初夏の候ますますご清栄のこととお慶び
申し上げます

私こと

このたび 令和元年六月一日付けをもちまして
美深町副町長に再任されました

もとより微力ではございますが これまでの
経験を生かし さらに研鑽を重ね 誠心誠意努力
いたす所存でございます

今後とも一層のご指導とご鞭撻を賜ります
ようお願い申し上げます

まずは略儀ながら書中をもちまして就任の
ご挨拶とさせていただきます

謹言

令和元年六月

RECEIVED

JUN 21 2019

SHIROFT

美深町副町長 今 泉 和 司

HISTORIC HAT CREEK RANCH

June 26, 2019

Barbara Roden
Mayor
Village of Ashcroft
PO Box 129
Ashcroft, B.C. V0K 1A0

Greetings Mayor Roden,

The Friends of Historic Hat Creek Ranch Society is the current site managers at the Historic Hat Creek Heritage site located just north of Cache Creek at the Highway 99 and Highway 97 junction. Our society is coming to the end of our current 15 year agreement with the Province of BC (Heritage Branch) as the site managers. During the last 15 year agreement our society has been very successful in all aspects of site management such as growth, sustainability, improvements, economics, heritage, community relations and employment. Even though the Province of BC has never indicated that we have not done anything but an exemplary job in our role as site managers, the Province of BC has decided to seek the next site manager (which of course we hope will be us) through a public process. The process has begun with the Province of BC issuing a formal Request for Proposal (RFP) and having a response date of no later than July 25, 2019 for submission from all interested parties.

Based on the outlined requirements in the RFP we will present a very strong case in our proposal to be renewed as the site manager. We know we can clearly present a document that gives very high confidence and virtually no risk to the Province of BC to select our society. We can also satisfy the need for a vision for the heritage site for the future. The Historic Hat Creek Site is very important to the area for bringing tourism dollars, visitors, and conversation of local history/heritage. We currently employ a staff of 35 at the site during the season. In the last couple of seasons we have survived fire and flood. Even without any additional financial help from the Province of BC, we are currently on track for our best season ever in terms of visits, revenue, and number of people employed.

As part of the requirements for the proposal is a demonstration of working with and having support from all levels of government and communities. I write to you to seek a letter of support for our continued role of the very important tourism site for the area. If the Council of the Village of Clinton could provide such of a letter of support via email (sharkey@shaw.ca) prior to July 25, 2019 it would add great strength to our overall proposal to remain as site manager.

Operated by the Friends of Historic Hat Creek Ranch Society

Historic Hat Creek Ranch, Box 878 Cache Creek, British Columbia, V0K 1H0

Phone (250) 457-9722 or toll free 1-800-782-0922; Fax (250) 457-9311; E-mail Contact@Hatcreekranch.ca

If you have any further questions feel free to call me direct at my office number of 250 459 7005.

Yours sincerely,

Robert Sharkey
Board Chair, The Friends of Historic Hat Creek Ranch Society

Operated by the Friends of Historic Hat Creek Ranch Society

Historic Hat Creek Ranch, Box 878 Cache Creek, British Columbia, V0K 1H0

Phone (250) 457-9722 or toll free 1-800-782-0922; Fax (250) 457-9311; E-mail Contact@Hatcreekranch.ca



info@exploregoldcountry.com
www.exploregoldcountry.com
1.877.453.9467
Tel/Fax: 250.457.6606

1095 Todd Rd., PO Box 933 Cache Creek, BC V0K 1H0

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

Dear Mayor Barbara Roden and Council,

**Raise the Route. Rural Revival in Gold Country
Phase One - Corridor Revite
Tourism 4 Tomorrow**

MLA Jackie Tegart, Bernie Fandrich and others have pointed out that the esthetics of the canyon corridor are in a state of neglect. Opportunity is knocking. With the wildfire and floods of the past two years our Gold Country family finds itself at a tipping point. We are rural, which requires resiliency on the best of days. These are not the best of days, so it requires a little help from our friends. Gold Country hopes to be one of those friends! We ask that you join us.

We have an initiative to address the issues. Economic vibrancy, job creation, and the stories that are not being told. We have targeted the Highway 1 corridor as the first phase of our project.

This is a bold, game changing initiative! We ask for your support as we move forward towards implementation with input from all the stakeholders.

NOTE: This is a project that will be ready to roll out just as the shoulder season begins in late September.

Therefore we ask that the Village pass a resolution of support for Cache Creek's application for funding to begin implementation of this initiative with Gold Country being the facilitator of the project.

Thank you for your consideration.

Steve Rice
Chair of Gold Country Communities Society

Ashcroft • Beautiful Nicola Valley North • Beautiful Nicola Valley South • Blue Sky Country
Bonaparte Plateau • Cache Creek • Clinton • Copper Desert Country • Lillooet • Logan Lake • Lytton • Merritt



www.cn.ca

Corporate Services

Stephen Covey
Chief of Police
and Chief Security Officer

935 de La Gauchetière Street West
15th Floor
Montreal, Quebec H3B 2M9
Canada

Services corporatifs

Chef de la Police
et de la sécurité

935 rue de La Gauchetière Ouest
15^e étage
Montréal (Québec) H3B 2M9
Canada

June 28, 2019

Office of the Clerk
Village of Ashcroft
P.O. Box 129
Ashcroft B.C. V0K 1A0

Dear Sir / Madam:

2019 is a very special year for CN as it marks our 100th anniversary. From the start, on June 6, 1919, safety has always been a core value at CN.

We are on a journey to become the safest railroad in North America. In addition to reinforcing a strong safety culture among our 25,000 employees, we collaborate with communities and local authorities to help prevent accidents and injuries at rail crossings, and ensure everyone's safety on and around railroad infrastructure.

This year, **Rail Safety Week** will be held in Canada from **September 23-29**. Hand in hand with *Operation Lifesaver*, CN Police Service officers and other CN employees will be in communities conducting hundreds of safety initiatives throughout the week. As proud partners, our commitment is to keep communities safe by raising rail safety awareness year-round.

Safety is a shared responsibility

Last year, your council joined the safety efforts of many other Canadian municipalities by adopting a resolution in support of Rail Safety Week. For this initiative, I thank you.

Rail safety is everyone's responsibility and, by looking out for each other and working together, we can help keep our communities safe and prevent fatalities and injuries on or near railway property.

Your council can continue to be a powerful ally in this effort to save lives by once again adopting the enclosed draft resolution. Please send a copy of your resolution by mail or e-mail to sandra.orsini@cn.ca and let us know how you will be promoting rail safety in your community this year.

For additional information about Rail Safety Week 2019, please consult www.cn.ca/railsafety or www.operationlifesaver.ca.

Yours sincerely,

Stephen Covey

Encl.

RECEIVED

THE CORPORATION VILLAGE OF ASHCROFT
JUL 10 2019



(Draft Resolution)

RESOLUTION IN SUPPORT OF RAIL SAFETY WEEK

Whereas *Rail Safety Week* is to be held across Canada from September 23 to 29, 2019;

Whereas it is in the public's interest to raise citizens' awareness of the dangers of ignoring safety warnings at level crossings and trespassing on rail property to reduce avoidable deaths, injuries and damage caused by incidents involving trains and citizens;

Whereas Operation Lifesaver is a public/private partnership whose aim is to work with the public, rail industry, governments, police services, media and others to raise rail safety awareness;

Whereas CN has requested City Council adopt this resolution in support of its ongoing efforts to raise awareness, save lives and prevent injuries in communities, including our municipality;

It is proposed by Councillor _____

seconded by Councillor _____

It is hereby **RESOLVED** to support national *Rail Safety Week* to be held from September 23 to 29, 2019.

**INFORMATION CORRESPONDENCE
FOR THE JULY 22, 2019 COUNCIL MEETING**

E-Comm 9-1-1

- 2018 Annual Report

Dog Control Officer

- February 2017-June 2019 Report

Town of Yarmouth, NS

- 2019 Communities in Bloom Symposium and Awards, September 25-28, 2019

MIABC

- Board Highlights

Canadian Red Cross

- 2017 BC Fires Update

Jati Sidhu, MP Mission-Matsqui-Fraser Canyon

- Appreciation for hospitality

Royal Canadian Mounted Police

- Coastal Gaslink and Transmountain Pipelines – Injunction Order Enforcement

Interior Health

- Preparing for Wildfire Smoke Events
- Drinking Water Precautions Before and After Flooding

Communities in Bloom

- Judges in Ashcroft July 24-26, 2019

Province of BC: Liquor and Cannabis Regulation Branch

- Updated Alcohol Sense Materials

Natural Resources Canada

- Ashcroft Electric Vehicle Fast Charging Station Application

Edwin Aie, Outgoing Dog Control Officer

- Appreciation to Village

Wyatt Wilder

- Appreciation for 2019 Bursary

Alyssia Suderman

- Appreciation for 2019 Bursary

Desert Sands Community School Girls Soccer Team

- Appreciation for Donation

Province of BC: Ministry of Children and Family Development

- Increased Funding for some Facilities

City of Prince George

- Proceeds of Crime
- Clean-up of Needles and Other Harm Reduction Paraphernalia

School District #74
- Newsletter

School District #74
- News Release: Principal Appointments

CN Rail
- Partnering with Our Neighbours for the Next 100 Years

Jati Sidhu, MP
- Newsletter

AE Today (Associated Engineering)

Cannabis Prospect Magazine

The Spin (Spinal Cord Injury Association of BC)

Mineral Exploration

/nc

Actionable Motion and Task List Tracker

Jun-19

Motion No.	Motion	Staff Responsible	Comments	Due Date	Status
01-06-19	"That Mayor Roden attend the Desert Sands Community School Graduation Ceremonies at 9:30am on June 19, 2019."	CAO	Advise DSCS of Mayor's attendance	asap	Complete
02-06-19	"That Council review their schedules and as many as possible attend the "Sharing Our Story" session at Cache Creek Elementary."	Council	Available Council members to attend	18-Jun-19	Complete
06-06-19	"That Council approves the \$500,00 funding request from Winding Rivers Arts and Performance Society to host the Canada Day celebrations."	DCO	Advise funding approval and requisition cheque	asap	Complete
07-06-19	"That Council approves the use of Heritage Park, approves the closure of Railway Ave between 6th Street and 8th Street to facilitate the Legion Color Party and subsequent parade and approves a free swim from 1:00 pm – 4:00 pm."	DCO	Advise of approval, notify pool.	asap	Complete
09-06-19	"That Council of the Village of Ashcroft supports the Cariboo Chilcotin Coast Tourism Association's top priorities as identified for the Destination Development Program and further that a letter of support be provided to the association."	DCO	Draft letter of support for Mayors Signature, forward to CCCTA	asap	Complete
10-06-19	"That Council approve the Memorandum of Understanding as presented and directs staff to forward a copy to Mr. Downs for review by the group of dog owners and provide their comments back."	CAO	MOU forwarded to Mr. Downs for the groups consideration	asap	Complete
11-06-19	"That Council direct Administration to move forward and obtain a site investigation and Anti-Whistling Report at a cost not to exceed \$12,000 with MMM Consulting Group."	CAO	email sent requesting updated quote - waiting for response	asap	in-progress
12-06-19	"That Council direct staff to contact CN Rail regarding the condition of the crossing at Old Cariboo Road and request that CN survey the crossing and complete necessary improvements and repairs."	CAO	Email sent requesting crossing review	asap	Complete
13-06-19	"That Council directs Administration to request Minister meeting at UBCM with the Minister of Transportation and Infrastructure to discuss Highway 97C merge at Highway 1, access/egress to the Mesa subdivision and the safety issue of the rail crossing at the north end of the Village; and the Minister of Health to discuss the Emergency Department issues."	CAO	Appointments have been requested and are confirmed	asap	Complete

14-06-19	"That Council approves the 2018 Statement of Financial Information Report as presented and that required reports be forwarded to the Province."	CFO	Reports submitted to the Province	15-Jul-19	Complete
15-06-19	"That the Village of Ashcroft endorse Ms. Vivian McLean as an applicant under the SILGA Youth and UBCM Policy and further that all travel arrangements and costs be covered by the Village and submitted to SILGA for reimbursement following the convention."	DCO	Forwarded Ms. McLeans information for SILGA's consideration. Next SILGA Board Meeting is June 19, the Village will be notified of the decision	asap	Complete
17-06-19	"That Mayor Roden attend the meeting and that a member of the Wellness and Health Action Coalition be invited to attend to represent the interests of Ashcroft"	CAO	WHAC notified of Mayor Roden and Sheila Conneilli's attendance .	asap	Complete
18-06-19	"That Council directs staff to forward a Letter of Support to the Ashcroft HUB Society."	CAO	Letter of Support sent		Complete
19-06-19	"That Council accept the July 5, 2019 proposed date to meet with Susan Brown, and that all Council members available attend the meeting, and further that a report be provided back to those Council members unable to attend."	CAO	Meeting confirmed for July 5th in Kelowna		Complete
20-06-19	"That Council members wishing to attend the Tour advise staff of their availability so that RSVP's and menus can be forwarded to the organizers."	CAO	Council to forward their availability to attend and menu choices to the CAO. Attendance and menu choices have been confirmed.	05-Jul-19	Complete
22-06-19	"That Council directs staff to forward a Letter of Support to Dan Albas, MP regarding his Action Against Looting in Communities Affected by Emergency Evacuations Bill."	DCO	Letter of Support sent	asap	Complete
24-06-19	"That Council approve the Ashcroft Volunteer Fire Association's request for the use of the Ashcroft Ball Fields for their third annual Slo-Pitch Baseball Tournament to be held on September 28 and 29, 2019; and that usual fees be waived for the event."	CAO	Letter confirming request approval sent		Complete
25-06-19	"That the Gateway Property Management request for a relaxation of the watering regulations be referred back to staff for research, prepare a report and report back to Council."	CAO		asap	in-progress

26-06-19	"That Council directs staff to send a reply letter of congratulations, health, happiness and success to Mayor Yamaguchi on his re-election as Mayor for the fourth term."	CAO	Letter sent	Complete
28-06-19	"That Council of the Village of Ashcroft adopts the 2018 Annual Report as presented."		No action aquired	Complete
29-06-19	"That the Council for the Village of Ashcroft supports the request by the Village of Cache Creek to rejoin the local Ashcroft-Clinton Para-Transit System and further that the service be instated as soon as the Annual Operating Agreement is amended."	CAO	Motion forwarded to BC Transit	Complete
30-06-19	"That the Mayor and Chief Administrative Officer be authorized to sign the Ashcroft-Cache Creek-Clinton Para-Transit Cost Sharing Agreement as presented."	CAO	Signed and forwarded	Complete
31-06-19	"That the Chief Administrative Officer be authorized to sign the Annual Operating Agreement with BC Transit for the period April 1, 201- to March 31, 2020."	CAO	Signed and forwarded	Complete
32-06-19	"That Council give first and second readings to the draft Official Community Plan Amendment Bylaw No. 829 and that staff be directed to schedule a Public Hearing at 5:30 pm on Monday, July 22, 2019 and that the public notifications are carried out accordingly."	CAO	Public meeting scheduled and advertised	Complete
33-06-19	"That Council give first and second readings to the draft Zoning Bylaw Amendment No. 830; and that staff be directed to schedule a Public Hearing at 5:30 pm on Monday, July 22, 2019 and that the public notifications are carried out accordingly."	CAO	Public meeting scheduled and advertised	Complete
34-06-19	"That Council give first, second and third readings to the Permissive Tax Exemption (2020-2024) Bylaw No. 831."	CFO		

MEMO TO: Mayor Roden & Council

MEMO FROM: Daniela Dyck, Deputy Corporate Officer

DATE: July 9, 2019

SUBJECT: Procurement Policy

Background

The Village of Ashcroft's Purchasing Policy No. 2004-09 required updating. Council directed staff to research best practices and develop a draft Procurement Policy to be brought forward for consideration that meets the purchasing needs of the Village.

Discussion

Administration has reviewed Ashcroft's existing purchasing policy, researched procurement and purchasing policies of various municipalities and used legislation as a guide to develop an updated Procurement Policy that meets the purchasing needs of the Village of Ashcroft.

Section 149(d) of the Community Charter grants a municipality's Financial Officer the authority to expend municipal money in the manner authorized by Council. Section 173(2) & (3) of the Community Charter gives Councils the authority to: make expenditures that are included in the current years financial plan, providing the expenditure is not expressly prohibited under the Community Charter or another Act. Alternately a municipality may make an expenditure for an emergency that was not contemplated for that year in its financial plan, so long as the expenditure is not expressly prohibited under the Community Charter or any other Act.

The new procurement policy establishes the principles and guidelines for Council governance in the Village's procurement of goods, services, construction and professional consulting services. The principles enable the Village to obtain best value in its procurement activities while following established regulations.

Recommendation

The Village of Ashcroft Procurement Policy No. 2019-01-F is being presented to Council for review and comment. Council's comments will be considered prior to bringing the final document back for Council's consideration and adoption at the August 26, 2019 Regular Meeting of Council.

Respectfully submitted,



S. Daniela Dyck,
Deputy Corporate Officer



Village of Ashcroft

PROCUREMENT POLICY 2019-01-F

Mission Statement: *The Village of Ashcroft is a welcoming, safe and attractive community characterized by an exceptional climate and a strong sense of history and opportunity. As stewards of the community, Village Council is committed to providing accountable leadership by addressing our fiscal reality through strategic planning and building effective relationships.*

1. Purpose

The purpose of this policy is to provide guidance when purchasing supplies and creating agreements/contracts for goods and services for the Village of Ashcroft.

2. General

Pursuant to the *Community Charter* [SBC 2003], Chapter 26, Part 5 Municipal Government and Procedures, Division 5 Officers and Employees, Section 149(d), Council may provide for the expenditure of municipal funds in a designated manner; and pursuant to the *Community Charter*, Chapter 26, Part 5 Municipal Government and Procedures, Division 6 Delegation, Section 154(1) (b) Council may by bylaw delegate its powers, duties, and functions to its officers and employees.

Council shall provide vision and a strategic plan for Administration to implement.

Council shall review and approve annually a final Five-year Financial Plan (operating and capital). Subject to these approved budgets, Council delegates the authority to Administration to manage the required procurement process(es), which include:

- the initiation of a solicitation or notification
- contract award
- vendor performance
- contract administration

in the delivery of the programs, projects, goals, and objectives as approved.

Preference will be given to the vendor offering the Best Value to the City.

The Village of Ashcroft's procurement processes will comply with the requirements of regional, national and international trade agreements along with all applicable legislation.

All purchases must be made with the objectives of meeting operational requirements, maximizing value for each dollar disbursed, and providing vendors and service providers with an open, transparent, and fair opportunity.

Agreements will be in place before a vendor delivers goods or commences working on the delivery of services.

3. Approval to Proceed

Through the annual budget processes and the approval of the provisional and final Five-year Financial Plan, Council shall approve a funding source and give Administration the conditional authorization to proceed with the acquisition of goods, services, construction, professional services, and disposal of expired assets.

Amendments to the Financial Plan will be presented to Council for approval as required, and once approved the Financial Plan will be updated (recommendations in Council reports).

A written information report of the contract awards exceeding \$100,000 shall be provided to Council.

4. Definitions

- 4.1. **Capital Expenditure:** means an expense associated to buy, maintain, or improve Village of Ashcroft fixed assets, such as buildings, vehicles, equipment, infrastructure or land.
- 4.2. **Chief Administrative Officer:** means the Chief Administrative Officer (CAO) of the Village of Ashcroft or their designate and includes anyone authorized by Council to act on their behalf.
- 4.3. **Chief Financial Officer:** means the Chief Financial Officer (CFO) of the Village of Ashcroft or their designate and includes anyone authorized by Council to act on their behalf.
- 4.4. **Professional Services:** means legal, financial audit, engineering and banking services provided to the Village of Ashcroft.
- 4.5. **Request for Tenders (RFT):** means a price-based bidding process that is used when the solution(s), specification(s), performance standard(s), and timeframe(s) are known. Potential bidders are provided with all project information – except price – and the evaluation of the bids is based only on price. A RFT is rarely a multi-step process.
- 4.6. **Request for Proposals (RFP):** means a project-based process involving solution, qualifications, and price as the main criteria that define a winning proponent. The RFP

is used mainly to acquire services when the Village wants to review and implement different and new solutions to a problem, project, or business process. An RFP can range from a single-step process for straightforward procurements to a multi stage process for complex and significant procurements.

- 4.7. **Request for Expression of Interest (REI):** means a process used when a requirement for a sophisticated, multi skilled team or specialized knowledge with a necessary skill set or experience is necessary. This methodology is sometimes used to find other contractors with the necessary expertise and attract interested in the project.
- 4.8. **Request for Information (RFI):** means a procurement procedure where suppliers are provided with a general or preliminary description of a problem or need and are requested to provide information or advice about how to better define the problem or need, or alternative solutions. It may be used to assist in preparing a solicitation document. No contract awards are made directly from a request for information.
- 4.9. **Request for Qualifications (RFQ):** means a process that will prequalify proponents for a particular requirement and avoid having to struggle with a large number of lengthy proposals. This process is useful when a great deal of interest, and the need to screen many contractors is required to move a project forward to a short list of proponents for a full RFP process. It will also limit the number of potential bidders who will be required to go to the expense of preparing a detailed proposal.

5. Guiding Principles

- 5.1. Procure the goods and service requirements of all departments in an efficient, timely and cost-effective manner while maintaining the necessary controls;
- 5.2. Engage in an open bidding process while ensuring availability to all qualified or pre-qualified bidders;
- 5.3. Ensure maximum value is obtained during the acquisition of goods and services, including, where appropriate, the total cost, or "life cycle" cost of the product purchased. Total costs may include but not be limited to acquisition cost, disposal cost, residual value, training cost, maintenance cost, product performance and environmental impact;
- 5.4. Procure goods and services, taking into account wherever practical, the commitment to the environment and energy savings;
- 5.5. Ensure that maximum value is realized when disposing of surplus goods, materials and equipment;

- 5.6. Ensure the acquisition of goods and services meet the requirements of applicable legislation;
- 5.7. Ensure that the procurement policy is compliant with the Freedom of Information and Protection of Privacy Act;
- 5.8. Give preference to local suppliers of goods and services; this provision is assuming compliance with relevant legislation such as New West Partnership Trade Agreement (NWPTA) and Apprentice and Industry Training (AIT), and assuming their pricing, quality and experience are comparable with non-local suppliers.

In addition to the principles outlined above, Village employees will demonstrate ethical purchasing behavior including:

- i) **Declaration of Interest** - An employee who has a direct or indirect interest with the supplier should disclose this relationship and the employee is to be excluded from the quote or tender process;
- ii) **Confidentiality and Accuracy of Information** - The confidentiality of information received in the course of duty must be respected and should not be used for personal gain; information given in the course of duty should be true and fair and not designed to mislead;
- iii) **Business Gifts and Hospitality** - To preserve the image and integrity of the employee, the employer and the profession, business gifts other than items of small intrinsic value should not be accepted. Reasonable hospitality is an accepted courtesy of a business relationship. The frequency and nature of gifts or hospitality accepted should not be allowed whereby the recipient might be or might be deemed by others to have been influenced in making a business decision as a consequence of accepting such hospitality or gifts;
- iv) **Discrimination and Harassment** - No employee shall knowingly participate in acts of discrimination or harassment towards any person that he or she has business relations with; and,
- v) **Documentation** - All steps in the procurement process will be documented in writing. The Village is subject to *Freedom of Information and Protection of Privacy* legislation, therefore purchasing decisions will be subject to public scrutiny from time to time. It is critical that the Village not only follows the policy but is able to demonstrate compliance.

6. Policy

6.1. **Purchase Limitations**

The following limits will apply to the purchase of goods and services for the Village of Ashcroft. The Public Works Foreman, and Chief Financial Officer will be accountable for their budget and purchasing.

Position	Authorization Limits
Delegated Employee	\$0 - \$2,000
Section Head (Public Works Foreman)	Up to \$5,000
Section Head co-signed by CFO prior to issue	\$5,001 to \$25,000
CAO's approval in addition to CFO;	\$25,001 or greater

Each signatory may delegate spending limits to designated individuals for specified or general purchases. This delegation must be in writing and must be provided in advance to the CFO's approval. The above limits are not to include provincial or federal taxes.

7. Procurement Procedures

7.1. **Special Professional Services:** The Village of Ashcroft requires long term consistency in areas such as audits, engineering, legal services and banking. Through the annual budget process and the approval of the Five-Year Financial Plan, Council shall approve the funding of, and give Administration the conditional authorization to proceed with the sole sourcing of goods and services relating to Professional Services as defined in this Policy.

7.2. **Proposals versus Tenders:** A proposal is different from a tender. Unlike an RFT, an RFP is not an offer, but only contemplates an offer. Unlike the receipt of a tender, the receipt of a proposal is not an acceptance, and therefore does not result in a contract. An RFP is used when the purchaser is looking for the best value solution to resolve a problem or to deliver a good or service, but is not exactly sure how to achieve it. A tender is used when the purchaser knows exactly what good or service they want and is looking for the best price to deliver it.

7.3. **When to Use a Proposal or a Tender:** When utilizing an RFT, you should know what you want done and how it should be done:

- i) If the good or service is clearly defined; or

- ii) If there is a detailed methodology, procedure, or material and performance expectation.

When utilizing an RFP you may know what you want done, but you may not know how it should be done, that is:

- (a) If the goods or service is not clearly defined; or
- (b) If there is no detailed material or performance specification; or
- (c) If you are looking for a general solution to a problem; or
- (d) If the proponent's solutions are expected to be quite varied and/or difficult to evaluate.

7.4. Information Gathering: Information gathering activities are processes used to obtain information on the availability of goods or services, the availability of potential suppliers, and the level of interest in the procurement. These activities are not competitive processes as they are not requesting a quote or proposals.

7.5. Request for Expression of Interest/Request for Information: When utilizing an REI/RFI the document should include:

- i) Clearly define the opportunity and the project;
- ii) Provide a solid plan with time lines;
- iii) Clearly state your priorities.
- iv) Include a general outline of the evaluation criteria for the subsequent RFP selection, or for any intervening stages;
- v) Address potential questions and invite those who are interested to respond; and
- vi) Instructions to the potential respondents may also include submission length and required content, such as:
 - (a) Team/corporate partners;
 - (b) Key personnel;
 - (c) Financial and surety information (if applicable)
 - (d) Project experience; and
 - (e) Approach to the project.

7.6. Request for Qualification: When utilizing a RFQ the document should include:

- i) Description of the project;
- ii) Provide a project plan with time lines;
- iii) Clearly present your priorities;
- iv) Suggest a submission length, and
- v) Ask for the same basic contractor information as an Expression of Interest.
- vi) This process also needs to identify the minimum requirements or pass/fail tests that each contractor must satisfy in order to be invited to participate in the RFP; and
- vii) Set out the criteria that would otherwise appear as "mandatory" in the RFP.

7.7. Benefits of an RFQ: There are several benefits in using this process:

- i) Unqualified or inexperienced contractors are removed from the selection process;
- ii) It is less costly to the proponents;
- iii) You will likely receive better proposals from proponents who feel they have a good chance of winning; and
- iv) Fewer proposals will reduce the evaluation burden.

7.8. Important Notice: Often REI and RFQ are combined under the “Expressions” banner to prequalify potential or interested suppliers. However, departments are encouraged to use the RFQ for the prequalification process as it more clearly communicates to potential bidders and proponents that the process is looking for qualifications not just expressions of interest.

8. Procurement Guidelines

The following procedures will apply to the purchase of goods and services for the Village of Ashcroft. Each department head is provided with a budget amount for their respective working areas and is responsible to ensure the amount does not exceed the amount allocated in the current budget without prior consent and consideration by the CFO, CAO and/or Council.

- 8.1. Items up to \$10,000 will require no procurement process for purchase and will be approved by the appropriate department head and/or the CFO.
- 8.2. All individual items valued between \$10,001 and \$25,000 should be purchased after a minimum of three quotes are obtained, when practical, for price comparison and quality of goods. The lowest or any bid may not necessarily be accepted. The Department Head and CFO or CAO will determine which quote will be accepted.
- 8.3. All individual items over \$25,000 up to \$100,000 will require three (3) quotes for price comparison and quality of goods. The lowest or any bid may not necessarily be accepted. The Department Head and CFO or CAO will provide a recommendation to Council to seek approval for all tenders.
- 8.4. For all of the above there may be times when three (3) quotes will not be available due to the uniqueness of the product or extraneous situations the purchase was made under. A brief written explanation will be provided and attached to the purchase order for review by CFO, CAO, Council, Auditors or the Public.
- 8.5. All projects over \$100,000 will require a full RFP process and the RFP will be, at a minimum, posted on Village of Ashcroft website, BC Bid and Civic Info. Whenever possible the local qualified contractors will be notified that the contract will be posted.

8.6. Prior to any major capital project, the Village's Engineering firm will provide a report to Council advocating the need for the proposed project. Upon Council's approval, the Village's Engineering firm will be appointed to assist with the project including the grant application/reporting, RFP process and to provide the necessary expertise to ensure the project is completed to industry standards.

8.7. All RFP reviews will take place at the Village Office unless stipulated differently in the tendering document. The following procedures may be utilized for the RFP process:

- i) RFP's will state that the Village will not necessarily accept the lowest bid;
- ii) RFP's may require bid deposits as determined in the RFP package in order to protect the best interest of the Village in having the project completed;
- iii) RFP bidders should be notified that only sealed bids will be accepted until the closing time and date of the bids. This will allow for more flexibility in reducing conflict of interest issues;
- iv) RFP envelopes shall be stamped or handwritten with the time of receipt (date and time);
- v) RFP's received shall be listed;
- vi) RFP's must be kept in a secure place;
- vii) RFP's may be submitted by fax or email depending on the terms in the RFP;
- viii) RFP amendments may be sent by fax or email prior to the closing date and time depending on the terms in the RFP by the bidder to the RFP recipient;
- ix) RFP amendments will be forwarded to all the known bidders and posted to BC Bid, Civic Info, Village website and any other site where the RFP is posted;
- x) RFP opening shall be formal, correct and well documented;
- xi) RFP openings shall list the names of the bidders, the amount of the bids, the revised prices (if any) and the total of each bid;
- xii) RFP openings will list all attendees and their affiliations;
- xiii) RFP openings will have present: the CAO or designate, and if applicable, the Engineer representing the Village;
- xiv) RFP openings shall start promptly as per the designated closing time in the RFP package;
- xv) RFP packages received late shall be returned to bidder, unopened with RFP envelope marked "Late RFP/Unopened";
- xvi) RFP review will be done by the engineer/staff with a full report and recommendation to Council on the reasons why and who the successful bidder should be. This may take some time as the review of the packages may need some further clarifications;
- xvii) RFP bidders will be advised of the disposition of the bidding process.
- xviii) RFP successful bidder will require a signed contract which may have some further changes from the original bidding process; and
- xix) RFP final contracts will be submitted to Council for final approval before work can commence.

9. Exemptions

A department may request exemption from any or all the purchasing methods outlined in this policy by submission of a report to the CFO, or to Council when the request is made by the CAO or CFO. Exemptions cannot be utilized to avoid competition or to discriminate between suppliers. Reasons for exemptions need to be documented and are to be attached to the purchase requisition. What follows are situations which may cause for purchases to be excluded from the recommended methods of purchase:

- 9.1. **Recurring or Non-Competitive Expenditures** - these are for specifically identified items, such as training and statutory payments, that are excluded from the procurement methods outlined above.
- 9.2. **Emergency Purchases** - will be made as required and will be duly authorized. Wherever possible, the Village will attempt to engage in an open procurement process for all purchases, but in some cases where time is of the essence or otherwise necessary immediately, sole source for products or direct award of contract service may be necessary to safeguard infrastructure, Village operations and mitigate liability for the benefit of the local population.
- 9.3. **Sole Source** - All sole sourcing requests will require justification to the CAO and prior approval. Instances where Sole Source of Direct Award may be considered include:
 - i) In cases where the market is controlled by a statutory or natural monopoly;
 - ii) To ensure compatibility with existing technology and/or equipment;
 - iii) When no bids were received;
 - iv) If the expertise or product exists with only one supplier;
 - v) In emergency situations where time is of the essence;
 - vi) Where there is a demonstrated value to continue consultant services into the next phase of a project or service. Whereby bringing in a new service provider could be detrimental to project quality, unduly extend the project completion date, or increase the cost of service; and
 - vii) Consulting and professional service contracts may be awarded for a defined period of time on the basis of intimate knowledge of Village operations, demonstrated competence, qualifications and a history of satisfactory working relationships with the municipality subject to section 5.1 of this policy.

10. Non-Compliance

A Statement of Non-Compliance is required when the Village becomes aware of an incident of non-compliance. The statement must be completed with any relevant supporting documentation and an explanation of what happened and why. This statement is to be

used for auditing purposes and reviewed by the CAO. Upon review, the CAO will determine the appropriate action which may include:

- i) Further educations about the Village of Ashcroft Procurement Policy;
- ii) Review of the incident and investigate if a revision of the policy is necessary; or
- iii) Disciplinary action.

11. Vendor Performance

Vendors who have entered in to a contract with the Village will be provided with a performance evaluation at the conclusion of the contract. The purpose of this is to hold the vendor accountable for their obligations and to ensure the Village has received the best value for the taxpayer. Furthermore, this creates an atmosphere that fosters better communication and results in improved vender relationships:

- i) Appendix A is to be used for consulting contracts.
- ii) Appendix B is to be used for all other contracts.

12. Review of the Policy

This policy is required to be reviewed every four years, preferably within the first year after a general municipal election is held.

13. Conclusion

Upon adoption of this policy, all of the past policies related to purchasing, tendering, RFP standards, and limitations will be considered repealed.

Council approved on _____

Mayor

Corporate Officer

MEMO TO: Mayor Roden & Council

MEMO FROM: Michelle Allen, Chief Administrative Officer

DATE: July 18, 2019

SUBJECT: SUBDIVISION & DEVELOPMENT SERVICING BYLAW – SURVEY RESULTS

Background

The Subdivision and Development Servicing Bylaw (SDSB) was the last major planning document that the Village had to update. To ensure that residents were provided an opportunity to express their opinion on various options a community survey was distributed to all mailboxes.

Discussion

As with previous community surveys, the response was high with 103 completed surveys returned. The results have been summarized on the attached graphs.

Graph #1 summarizes the Level of Service (underground services, curb & gutters, sidewalks, etc.) that residents would like to see in new residential areas. As you can see the largest group of residents are looking for a moderate level of services that include curb, gutter, sidewalk, parking and overhead power.

Graph #2 questioned if a lower level of service would be acceptable in more rural areas of the community and the response was yes.

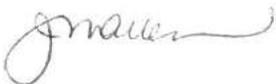
Graph #3 summarizes the priority for development between ensuring new developments are affordable vs. new developments that have high levels of service. The results were wide spread with the majority appearing indifferent.

Recommendation

Administration recommends:

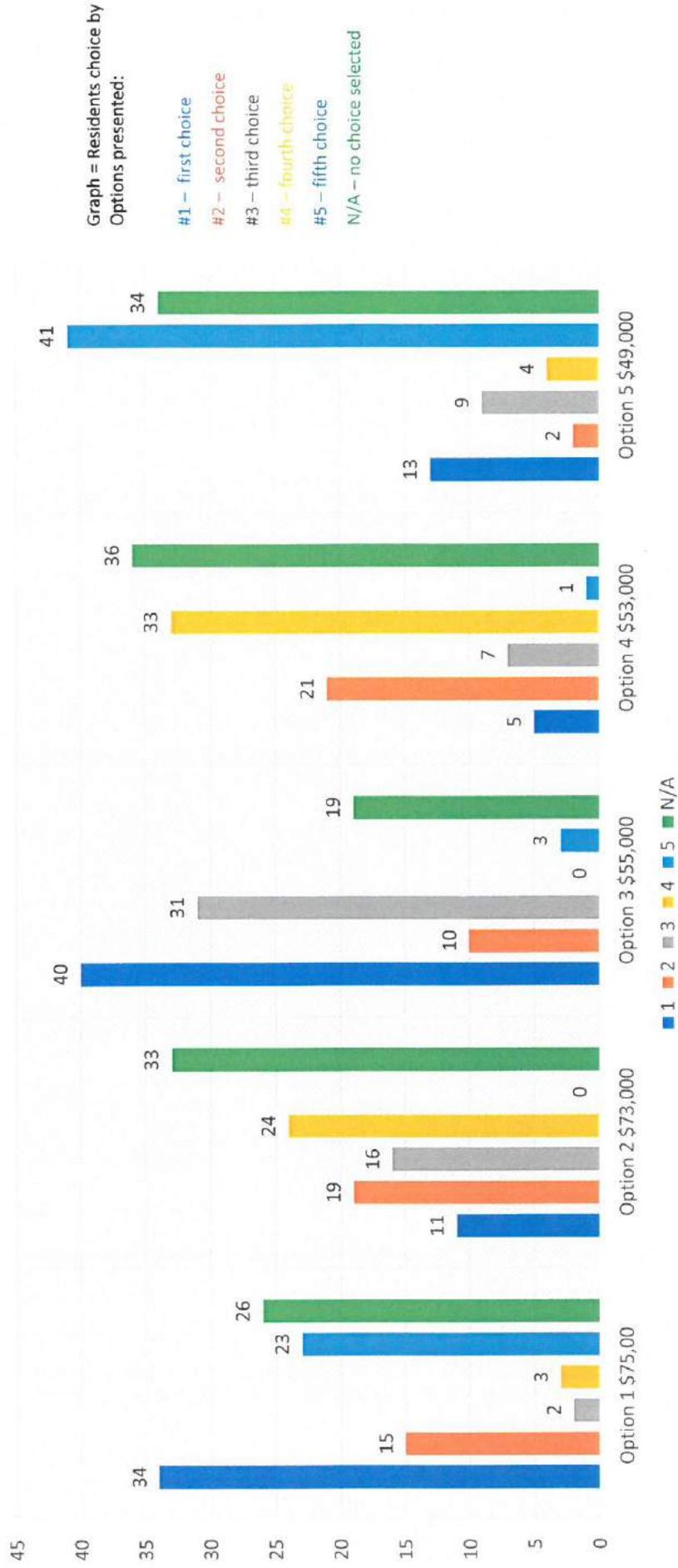
“That the summary of the Subdivision and Development Servicing Bylaw Survey Results be forwarded to Urban Systems Ltd. for review and consideration during the bylaw development.”

Respectfully submitted,

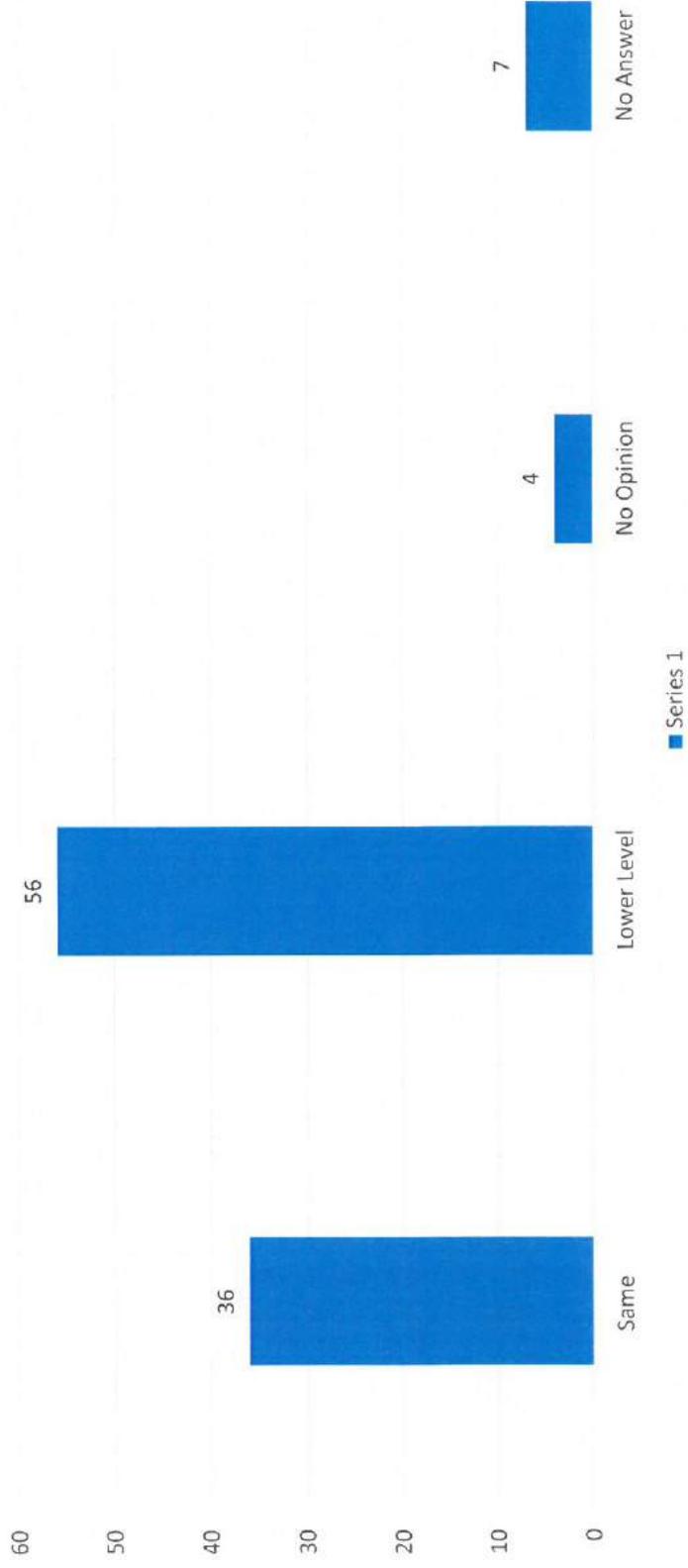


J. Michelle Allen,
Chief Administrative Officer

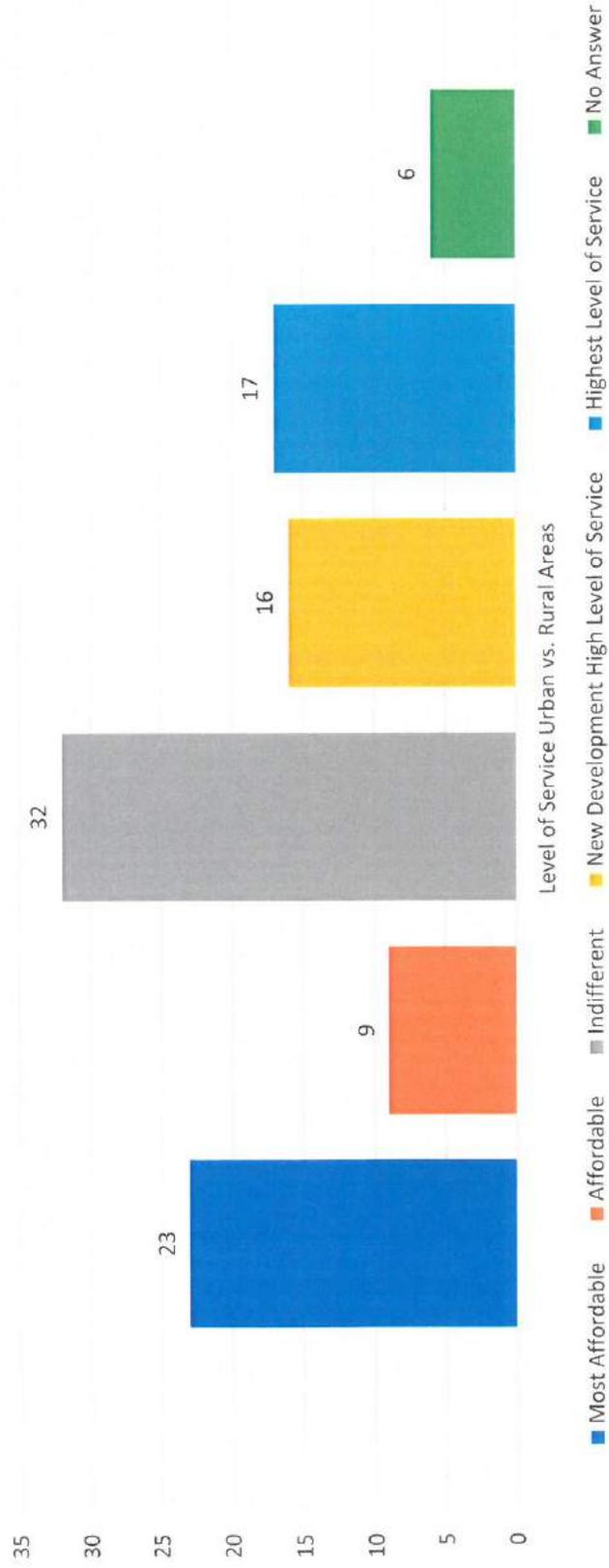
Level of Service



Level of Service: Rural Areas vs. Urban Areas Question 2



Priority for Development Level of Service vs. Affordability – Question 3





Community Survey

The Village of Ashcroft is currently updating our Subdivision and Development Servicing Bylaw (SDSB). An updated SDSB was identified as a priority in our Economic Development Strategy and our Official Community Plan. An SDSB provides direction to developers of land in Ashcroft on the process for subdividing land and how land should be serviced with infrastructure.

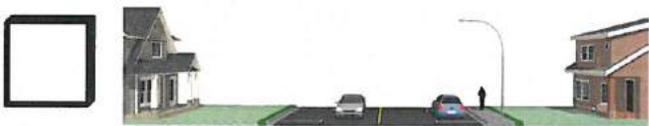
As part of this process we will be defining levels of service for new development. This provides developers with direction on key issues such as:

- Should power service be located underground or is overhead wiring appropriate?
- Should sidewalks be provided?
- What type of street lighting should be provided?

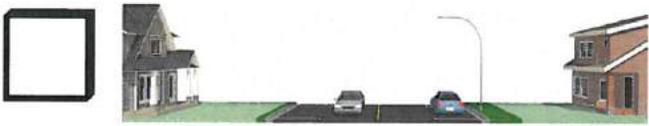
The various options for each of these questions will have a significant impact on the “look” or aesthetics of new development. It will also have an impact on the cost of new development which will influence results in the affordability of new housing. As a rule of thumb, developments with a higher aesthetic or curb appeal have higher costs.

To assist council with these decision we are inviting residents to provide their opinion on the following items:

1. Shown below are five different levels of service that could be provided in new residential areas. As indicated the costs increase significantly as more services are provided. Please rank the five options from 1 (being the option you most prefer or feel is the most appropriate) to 5 (being the option you feel is the least appropriate).



Level of Service:
Curb, gutter, sidewalk, parking, underground power (approx. \$75,000 per lot)



Level of Service:
Curb, gutter, no sidewalk, parking, underground power (approx. \$73,000 per lot)



Level of Service:
Curb, gutter, sidewalk, parking, overhead power (approx. \$55,000 per lot)



Level of Service:
Curb, gutter, no sidewalk, parking, overhead power (approx. \$53,000 per lot)



Level of Service:
No sidewalk, parking, overhead power (approx. \$49,000 per lot)

2. Do you feel that your options as outlined above should be considered for all residential areas or should there be different standards for different areas? For example, if the Village developed areas with larger lots in a more rural area would you expect the same level of service in more urban area?

- Yes, the level of service should be the same in all areas of the community
- No, levels of service could be at a lower level for larger, more rural areas
- No opinion one way or another

3. Having reviewed the various levels of services available, and the corresponding costs, what do you think is the most important priority for new development? Please circle the appropriate level:

New Development is Affordable 1 2 3 4 5 New Development Has High Levels of Service

Thank you for providing your opinions. Council will review the results during the SDSB review.

Please return the survey to the Village Office at 601 Bancroft Street or in the box located in the lobby at the Post Office

MEMO TO: Mayor Roden & Council

MEMO FROM: Michelle Allen, Chief Administrative Officer

DATE: July 17, 2019

SUBJECT: ANNUAL GENERAL MEETING – MUNICIPAL INSURANCE ASSOCIATION OF BC

Background

The Village of Ashcroft is a member of the Municipal Insurance Association of BC and consequently is entitled to vote at the Annual General Meeting which is held during the annual UBCM Convention.

Discussion

The Village of Ashcroft is entitled to appoint one Voting Delegate as well as two alternates in the event that the appointed delegate is unable to attend the annual general meeting. All members of Council are welcome to attend the AGM but only one delegate will be entitled to vote on the resolutions. The current Voting Delegate is Councillor Alf Trill and the Alternate Delegate is Mayor Jeyes so new appointments are required.

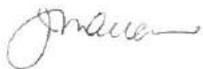
Changes to the appointed delegates must be done by a resolution of Council and must be forwarded to the MIABC by September 6, 2019.

The Annual General Meeting will be held on Tuesday, September 24, 2019. There will be a MIABC Voting Delegate Orientation session at 4:00 pm followed by the AGM at 4:30 pm.

Recommendation

Administration is requesting a resolution of Council appointing a Voting Delegate and up to two Alternate Voting Delegates to represent the Village of Ashcroft at the Municipal Insurance Association of BC Annual General Meeting to be held on Tuesday, September 24, 2019.

Respectfully submitted,



J. Michelle Allen,
Chief Administrative Officer

MEMO TO: Mayor Roden & Council

MEMO FROM: Michelle Allen, Chief Administrative Officer

DATE: July 17, 2019

SUBJECT: WATER TREATMENT PLANT – LEVEL 3 OPERATOR

Background

As Council is aware, the new water treatment plant is nearing completion and will provide another level of treatment to the water we supply to our residents. Our new plant has been assessed by the Environment Operators Certification Program (EOCP) office and they have determined that it is a level 3 plant. The EOCP is the government appointed body who determines the operating levels for water and sewer facilities as well as the required training required for employees.

Discussion

One of the challenges for small communities is providing adequate training time to employees to qualify for certification. For instance, for an operator to qualify to write the Level 1 exams they must be able to prove that they have spent 1,800 hours (or roughly 12 months) working in the system. For large communities that have full time staff in their water and wastewater facilities gaining the experience is not a challenge. For communities such as ours, our employees may only spend an hour or two a day working in one of our systems so the time frame for qualification is considerably longer.

We are fortunate that we have had a successful cross-training program and have a number of employees who hold certificates. At this point in time we have the following number of certified employees:

Water Distribution Level 1	2 employees
Water Distribution Level 2	2 employees
Water Treatment Level 1	2 employees
Wastewater Collection Level 1	1 employee
Wastewater Treatment Level 2	2 employees

Prior to the construction of the WTP the village only had to have employees certified to a Level 2 in Water Distribution. As mentioned, the WTP is considered to be a Level 3 treatment plant which will require a Level 3 operator. We were able to send two employees for training at Water Treatment Level 1 and they both passed the examination. For them to qualify as a Water Treatment Level 2 they must put in several hundred hours at the plant to become familiar with the process. Once they feel comfortable we will send them for the formal training and examination. Upon attaining their Level 2 they must spend several hundred hours operating the plant prior to qualifying for Level 3 certification. This process will take several years before we have employees with the required qualifications.

During the initial planning stages for the WTP, Council and staff met with Interior Health to discuss operator options. IH recognizes the challenges that small communities encounter with the current qualification process and have established a procedure to allow the Village to meet our permit requirements while our employees gain the hands on experience. IH will allow the Village to operate the WTP providing we have a contract in place with a Water Treatment Operator 3 who will oversee the plant and provide mentoring and guidance to our employees. There are two companies who provide this type of service to local governments – EPCOR and Corix. EPCOR is located in Alberta while Corix has a Kamloops office and provides the same type of service to several local governments in our area. Additionally, Corix is recognized by IH as an approved operator.

The CAO and Foreman met with Corix representatives and have finalized an Operation and Maintenance Agreement. This agreement was one of the original terms of the WTP construction process, was agreed to in principle by the previous Council and has been included in the operating budget.

The Corix operator has been on site a number of times and will be on site during the full commissioning of the WTP. Corix guarantees that they will have an operator available to respond to emergencies and will provide a minimum of 8 hours/week service to Ashcroft. In addition, Corix will provide daily monitoring of the system via SCADA and remote access software and prepare monthly reports. The cost for this service is significant however it is a requirement for our permit and we would not be able to operate without having this in place.

For Council's information we have investigated posting a Water Treatment Level 3 position for the Village however the costs would be approximately twice what the contract costs are. In addition, there is a shortage of Level 3 operators as they are being hired by the larger centres who can offer significantly higher wages than we would be able to. Staff will continue to monitor the contract services and will communicate with other local governments to ensure that our level of service is equal to what they are receiving.

Staff has concerns regarding the current qualification timelines established by EOCP and feel that they place an unfair burden on smaller communities. For instance, we understand that large centres may have employees that dedicate 100% of their time to water treatment so are able to acquire their hands on hours fairly quickly; however, over the course of an 8 hour day most of those hours are monitoring equipment and not performing any specific duties. We would argue that our employees are monitoring the various plants but are also carrying out other duties throughout the course of the day. Because they are not remaining on site for the full 8 hour day does not mean that they are not gaining experience. We believe that there may be an opportunity for small communities to prepare a presentation to EOCP indicating that our employees are able to obtain adequate training in facilities in a shorter period of time and would like to have the number of hours of hand on experience reviewed.

Recommendation

Administration is providing this report to you for information purposes and requests the following resolution of Council:

"That Council receives the Operation and Maintenance Agreement between the Village of Ashcroft and Corix Utilities Inc. dated July 9, 2019 and further that staff investigate the current qualification process with the Environment Operators' Certification Program to determine if smaller local governments should have a modified program for operator training."

Respectfully submitted,



J. Michelle Allen,
Chief Administrative Officer

OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement (the “**Agreement**”) dated effective [07/09/2019] (the “**Effective Date**”) is:

BETWEEN:

[**VILLAGE OF ASHCROFT**], having an office at [PO Box 129, 601 Bancroft Street, Ashcroft BC. V0K 1A0]

(“**Customer**”)

AND:

CORIX UTILITIES INC., a company having an office at [420 Chilcotin Road, Kamloops, BC. V2H 1G3]

(“**Corix**”)

WHEREAS:

- A. Customer owns [water treatment plant], (collectively the “**Facilities**”) which service the residents of [village of Ashcroft BC];
- B. Corix has the expertise and experience necessary to operate and maintain the Facilities in accordance with the Laws (as defined in Section 1.1(f) below); and
- C. Customer wishes to engage Corix to operate and maintain the Facilities on the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set out below, and for other good and valuable consideration (the receipt and sufficiency of which are hereby confirmed), Customer and Corix agree as follows.

1. INTERPRETATION

1.1. Definitions. Unless otherwise specified herein, in this Agreement the following capitalized terms have the meanings set out below:

- (a) “Contaminant” means any explosive, radioactive material, asbestos material, urea formaldehyde, underground or aboveground tank, pollutant, contaminant, deleterious substance, dangerous good or substance, hazardous, corrosive or toxic substance, special waste or waste of any kind or any other substance the storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled or regulated under Environmental Laws;
- (b) “Environmental Laws” means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, regional district, municipal or other governmental authority having jurisdiction over the Facilities now or hereafter in force relating to the environment, health, occupational health and safety, product liability or transportation of dangerous goods, including all applicable guidelines

and standards with respect to the foregoing as adopted by any of those governmental authorities from time to time and the principles of common law and equity;

- (c) "Facilities" has the meaning set out in Recital A;
- (d) "Fees" has the meaning set out in Section 6.1;
- (e) "Force Majeure" means any event or occurrence not within the control of Corix and which by the exercise of reasonable diligence Corix is unable to prevent or overcome, including any act of nature such as lightning, earthquake, storm, washout, landslide, avalanche, fire, epidemic and flood; strikes, lockouts or other industrial disturbances; acts of the Queen's or public enemies, sabotage, wars, blockades, insurrections, riots or civil disturbances, fires, explosions, breakages of or accidents to machinery, pipes or other equipment, total or partial failure, loss or shortage of commodity supply, temporary or otherwise; new or amended Laws; third party acts; and orders, acts or restraints of or issued by any court;
- (f) "Laws" means all laws, statutes, regulations, orders, bylaws, ordinances, operating permits, registrations, licenses, approvals, requirements, rules, guidelines and directions of or issued by any governmental authority and in force now or in the future that are or will be applicable to the Facilities and their operation, and / or the environmental condition of the land on which the Facilities are located;
- (g) "Permits" means all permits, approvals, licenses and registrations required by Laws to operate the Facilities; and
- (h) "Services" mean those operation and maintenance services that are described in Sections 1 and 2 of Schedule A. For greater certainty, except as expressly described in Sections 1 and 2 of Schedule A, no steps, activities, work or services (including, without limitation, those described in Sections 3 and 4 of Schedule A) form part of the Services.

1.2. Interpretation. The following rules of interpretation will apply to this Agreement:

- (a) "herein", "hereto", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision of this Agreement;
- (b) use of the term "including" will not be interpreted to be limiting, regardless of whether such term is expressly stated to not be limiting;
- (c) words in the singular form include the plural and such words shall be construed as if the plural had been used and vice versa;
- (d) words importing a particular gender include all genders and other legal entities where the context or party requires;
- (e) headings in this Agreement are for ease of reference only and do not affect the construction or interpretation of this Agreement; and

(f) any reference to a statute is to such statute and to regulations made pursuant to such statute as amended or modified from time to time and to any statute or regulations that supplement or supersede such statute or regulations.

1.3. Governing Law. This Agreement and all documents delivered in connection with it will be governed by and construed in accordance with the laws of the Province of [BC] and the parties will agree to attorn to the jurisdiction of the courts of the Province of [BC].

1.4. Time. Time is of the essence in this Agreement.

2. SERVICES

2.1. Services. Subject and according to the terms and conditions of this Agreement, Corix will provide the Services in respect of the Facilities. Corix's obligation to provide the Services continues as long as the Facilities are operating in accordance with design and operating specifications and in compliance with applicable approvals, licenses, registrations, Laws and Permits.

2.2. Proper Commissioning Required. Corix will not be required to perform any of the Services set out in this Agreement (except those related to commissioning set out in Section 2 of Schedule A) unless and until the Facilities have been commissioned by or on behalf of Customer in accordance with design and operating specifications, Laws and Permits.

2.3. Other Measures. Customer acknowledges and agrees that, notwithstanding any other provision of this Agreement, Corix shall be entitled to take such measures in connection with this Agreement that are beyond the scope of Services as Corix: (a) is directed or ordered by any governmental authority to take; or (b) considers reasonably necessary to comply with Laws and Permits or to remedy a deficiency in any portion of the Facilities, whether arising from any circumstances described in Section 7 or otherwise. Corix will use reasonable efforts to provide Customer with advance notice prior to taking any measures described in paragraph (a) and to obtain the advance approval of Customer prior to taking any measure described in paragraph (b); however in all cases, any costs incurred by Corix in taking any such measures will be the sole responsibility of Customer.

2.4. Standards of Service. Corix hereby represents and warrants to Customer that Corix and / or persons engaged by Corix to perform the Services possess the qualifications, certifications, permits, licenses, knowledge, skills, expertise and experience necessary to perform the Services in accordance with this Agreement; and in performing the Services, Corix will:

- (a) act in a competent, workmanlike and professional manner;
- (b) exercise the level of care and skill ordinarily exercised by facility operation and maintenance contractors currently practicing under similar conditions;
- (c) materially comply with all Laws and Permits; and
- (d) where applicable, take all reasonable measures to minimize disturbance and damage to the environment.

3. **REPRESENTATIVES**

3.1. For the purposes of this Agreement:

- (a) the Corix Representative is [Paul Burgess, Operations Manager]; and
- (b) the Customer Representative is [Michelle Allen, Chief Administrative Officer].

3.2. Each party confirms that its respective representative identified above has authority to exchange information and instructions with the other party as required from time to time under this Agreement. Either party may designate another individual as its representative by written notice to the other party.

4. **TERM**

4.1. The term of this Agreement shall be from the Effective Date to [07/09/2022], unless terminated earlier pursuant to Section 5 of this Agreement (the “Term”).

5. **TERMINATION**

5.1. Material Breach. If either party breaches a material term (including the provisions of Section 13.2 or provisions requiring payment when due) or is in substantial breach of the terms of this Agreement, becomes insolvent, commits an act of bankruptcy, has a receiver or liquidator appointed for its assets or files for protection from its creditors under applicable insolvency legislation, the other party may, without prejudice to any other rights or remedies it may have, terminate this Agreement by giving the defaulting party three business days written notice.

5.2. Customer Breach. Corix may, without prejudice to any other rights or remedies it may have, terminate this Agreement on 10 days written notice to Customer if:

- (a) any portion of the Facilities or their operation is not in compliance with Laws or Permits (except as a result of a failure by Corix to meet its obligations under this Agreement) and Customer fails or refuses to take, forthwith upon identification of such non-compliance, all steps necessary to make the Facilities and their operation compliant; or
- (b) Customer sells the Facilities and this Agreement has not been assigned to the new owner in accordance with Section 13.2.

5.3. Termination without Cause. Corix or Customer may terminate this Agreement without cause by providing 30 days prior written notice to the other party.

5.4. Payment of Sums Owing. Upon termination of this Agreement for any reason, Customer will forthwith pay Corix all sums due and owing to the date of termination.

6. **TERMS OF PAYMENT**

6.1. Fees. In consideration for Corix’s provision of the Services, Customer will pay to Corix the fees specified in Schedule B (the “Fees”) in the manner set forth in this Agreement (including Schedule B).

6.2. Security. Corix may, at any time and from time to time in its sole discretion, require advance payment or security for any amount owing pursuant to this Agreement.

- 6.3. Fee Adjustments. Corix will review the Fees periodically during the Term and may adjust the Fees on the following basis, by providing to Customer 30 days written notice:
- (a) on an annual basis, by the percentage change during the preceding 12 month period in the Statistics Canada All Items Consumer Price Index for the Province of [BC];
 - (b) from time to time to recover increased expenses of Corix in performing the Services that arise from:
 - (i) new or expanded Services requested by Customer or required in connection with a change in Laws or Permits; or
 - (ii) increased operating and maintenance costs resulting from changes in market conditions.
- 6.4. Invoice. Corix will submit to Customer an invoice on the last day of each month of the Term (each, an "Invoice") and Customer will pay to Corix all amounts due within 30 days of the date of the Invoice. Customer will pay interest on all overdue accounts at a rate equal to the lesser of: (a) 1.5% per month (19.6% per annum compounded monthly); and (b) the maximum legal interest rate allowable, in each case calculated from the date that payment is due.

7. CUSTOMER REPRESENTATIONS, WARRANTIES AND COVENANTS

- 7.1. Representations, Warranties and Covenants. Customer represents, warrants and covenants to Corix that:
- (a) Customer possesses and will maintain in good standing all Permits;
 - (b) the Facilities comply with and, except to the extent of Corix's obligations hereunder, will continue to comply with all Permit requirements and all Laws;
 - (c) there is no action, proceeding, investigation or claim pending or threatened, that relates to Contaminants in, on, under, or migrating to or from the Facilities or lands on or adjacent to which the Facilities are located;
 - (d) Customer has provided to Corix or Corix is otherwise in possession of copies of all reports, investigations, assessments, audits, studies, Permits and records in the possession or control of Customer relating to the Facilities or their operation or the environmental condition of the land on or adjacent to which the Facilities are located; and
 - (e) Customer has provided to Corix an operation and maintenance manual for the Facilities, which manual is accurate and up to date and contains the following:
 - (i) general overall layouts, including location of the Facilities and the components thereof;
 - (ii) details of material equipment in the Facilities, such as valves, pumps, meters, generators, process equipment and electrical components;
 - (iii) a complete set of shop drawing information, equipment specifications, manufacturer's data and troubleshooting materials;

- (iv) a parts list and suppliers' catalogue, complete with a list of recommended spare parts;
- (v) detailed instructions on adjusting wearing parts, replacement of parts and troubleshooting;
- (vi) detailed instructions on system operations, both manual and automatic;
- (vii) current as-built drawings; and
- (viii) current emergency preparedness plan.

7.2. Responsibility for Facilities. Customer acknowledges and agrees that:

- (a) except as expressly set out herein, it has full and complete responsibility for the Facilities and their operation in compliance with all Laws and Permits;
- (b) it is solely responsible for securing from third parties, and will at all times during the Term maintain, all access and other rights reasonably necessary to enable Corix to perform its obligations hereunder;
- (c) Corix will not in any way be responsible for any failure by Customer to meet its obligations hereunder, including any failure to provide the materials specified in Section 7.1;
- (d) except to the extent of Corix's obligations hereunder, Customer will undertake all steps, activities, work and services required to ensure that the Facilities and their operation and all buildings or other structures in which such Facilities are located comply with all Laws and Permits and industry best practices, including without limitation any and all steps, activities, work and services described as being Customer's responsibility in Section 3 of Schedule A;
- (e) Corix is not the owner of the Facilities and shall not have any responsibility or liability as an owner or equivalent under any applicable Laws;
- (f) it (not Corix) will be required to make any required capital improvement or major repair to the Facilities; and
- (g) except to the extent caused directly by a negligent act or omission of Corix, Customer is responsible for any and all Contaminants in, on, under, or migrating to or from its property, whether from the Facilities or otherwise.

7.3. No Solicitation. Customer will not solicit for employment or contract nor hire any person engaged (whether under an employment or consulting contract or otherwise) in providing the whole or any part of the Services at any time during the Term or during the period of 12 months following the expiration or termination of the Term.

7.4. Survival. The representations, warranties and covenants set out in this Section 7 will survive any termination of this Agreement.

8. INSURANCE

- 8.1. Liability Insurance. Each party will, at its expense, take out and maintain at all times during the Term, comprehensive general liability insurance covering no less than \$5 million per occurrence. Such insurance will, in each case, be placed with reputable insurers licensed in the relevant jurisdiction and will include the other party as an additional insured.
- 8.2. Customer Insurance. In addition to the insurance listed in Section 8.1, Customer will, at its expense, take out and maintain all risks property insurance on its furniture, fixtures and improvements and, where applicable, boiler and machinery insurance, in each case in an amount that a prudent facility owner in similar circumstances would maintain and with reputable insurers licensed in the relevant jurisdiction.
- 8.3. Certificate of Insurance. Each party will, promptly upon execution of this Agreement and thereafter from time to time upon request during the Term, provide to the other party a certificate of insurance evidencing those insurances required to be maintained by it pursuant to this Section 8.

9. INDEMNITY

- 9.1. Customer Release and Indemnity. Customer releases and will indemnify and hold harmless Corix and its affiliates and their respective directors, officers, servants, agents, contractors and employees (collectively, "**Corix Group**") from and against any and all actions, liabilities, demands, environmental remediation and cost recoveries, losses, orders, fines, penalties, claims, damages, costs and expenses (including applicable solicitors' fees and disbursements, investigation expenses, consultants' fees and adjusters' fees and disbursements) whatsoever and whenever occurring or caused, that may be brought against or suffered, incurred, sustained or paid by any one or more of the Corix Group arising out of or in connection with this Agreement or the Services, excluding only such of the foregoing as arise from the negligence or wilful misconduct of Corix or the breach or non-performance by Corix of any of its obligations under this Agreement.
- 9.2. Corix Release and Indemnity. Corix releases and will indemnify and hold harmless Customer and its directors, officers, servants, agents, contractors and employees (collectively, "**Customer Group**") from and against any and all actions, liabilities, demands, environmental remediation and cost recoveries, losses, orders, fines, penalties, claims, damages, costs and expenses (including applicable solicitors' fees and disbursements, investigation expenses, consultants' fees and adjusters' fees and disbursements) whatsoever and whenever occurring or caused, that may be brought against or suffered, incurred, sustained or paid by any one or more of the Customer Group arising out of the gross negligence or wilful misconduct of Corix.
- 9.3. Limitation of Liability. Notwithstanding any other provision of this Agreement, in no event will Corix be responsible or liable for (i) any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings, or other special, incidental or consequential damages in connection with this Agreement or the Services or (ii) any amount in excess of the total value of this Agreement.
- 9.4. Survival. The provisions of this Section 9 will survive any termination of this Agreement.

10. FORCE MAJEURE

- 10.1. Force Majeure. Corix will not be responsible for performance of, or in default of, any obligation or provision of this Agreement where delayed, hindered or prevented by an event of Force Majeure. In such event, Corix will be excused from any further performance or observance of obligations so affected for as long as such circumstances prevail and Corix uses reasonable diligent efforts to recommence performance or observance whenever and to whatever extent possible without delay. In the event Corix is delayed in its performance, it will notify Customer by telephone and describe at a reasonable level of detail the circumstances causing such a delay.
- 10.2. Service Suspension. Without limiting Section 10.1, or the rights of Corix under Section 5, Customer acknowledges and agrees that if:
- (a) Customer breaches a term of this Agreement;
 - (b) there is a mechanical or an electrical failure of a component of the Facilities and such failure was not caused by negligent maintenance by Corix;
 - (c) the water and / or wastewater transmitted to the Facilities contains substances or materials that cannot be treated or removed by the Facilities' processes or otherwise exceeds the Facilities' design capabilities in terms of either quality or quantity;
 - (d) there is an emergency situation or a breakdown; or
 - (e) another event of Force Majeure occurs that affects the ability of Corix to perform the Services;

Corix may temporarily cease or reduce the Services. Notwithstanding any other provision of this Agreement, no delay in performing or failure to perform by Corix pursuant to this Section 10 will constitute a default or give rise to any claim for damages suffered by Customer.

11. DISPUTE RESOLUTION

- 11.1. Negotiation. The parties will make a bona fide attempt to settle all disputes relating to this Agreement by amicable negotiations and will provide to one another reasonable and timely disclosure of relevant facts and information.
- 11.2. Arbitration. If a dispute remains unresolved 15 days after a party requests the other party to enter into negotiations to resolve the dispute pursuant to Section 11.1, or if the parties agree to waive such negotiations in respect of a particular issue, the unresolved dispute shall be referred to arbitration under the ["Domestic Commercial Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre"]. Unless the parties agree otherwise, the arbitration shall be conducted by a single arbitrator at a single hearing. The decision of the arbitrator shall be final and binding upon the parties and the parties shall abide by the decision and perform the terms and conditions thereof. The place of arbitration shall be [Vancouver, British Columbia] or such other place as the parties may agree. Each party shall be solely responsible for its own costs and lawyers' fees, and the arbitrator shall not be entitled to award the same.

11.3. Continuing Obligations. Except as otherwise provided in this Agreement, each party will continue to perform its obligations under this Agreement notwithstanding the existence of any dispute that may from time to time arise hereunder.

12. NOTICE

12.1. Any notice or other communications required or to be given pursuant to this Agreement will be in writing and will be delivered personally, or sent by facsimile or electronic transmittal, to the representative of the party to whom it is addressed, as follows:

(a) If to Customer:

Village Of Ashcroft
PO Box 129, 601 Bancroft Street
Ashcroft, BC V0K 1A0

Attention: Michelle Allen, Chief Administrative Officer
Facsimile: 250-453-9664
Email: michelle@ashcroftbc.ca

(b) If to Corix:

Corix Utilities Inc.
420 Chilcotin Road,
Kamloops, BC V2H 1G3

Attention: Paul Burgess, operations Manager
Facsimile: 250-707-0349
Email: paul.burgess@corix.com

13. GENERAL

13.1. Signage. Without limiting the generality of Section 2.3, Corix shall be entitled to erect such signage at the Facilities as may be required by Laws or Permits or as may otherwise be reasonably prudent to identify Corix as the provider of Services in respect of the Facilities.

13.2. Assignment and Subcontracting. Customer may not assign this Agreement or any of its rights or obligations hereunder without the consent of Corix, such consent not to be unreasonably withheld. Corix may assign this Agreement or any of its rights or obligations hereunder to, or sell the majority of its shares or business or its material assets to, or amalgamate with any of its Affiliates (as defined in the *British Columbia Business Corporations Act*) or any third party without the consent of Customer provided such Affiliate or third party agrees to be bound by the terms and conditions of this Agreement. Corix may subcontract to an Affiliate or third party all or any part of its obligations under this Agreement.

13.3. Enurement. This Agreement will be for the benefit of and be binding upon Customer and Corix and their respective successors and permitted assigns.

13.4. Entire Agreement; Severability. This Agreement represents the entire agreement between Corix and Customer and supersedes all prior negotiations, representations, offers, or agreements either oral or written relating to the Services to be performed herein. This Agreement may be amended

only in writing and signed by both parties. Any failure or delay of a party to enforce or require the strict performance of any of the provisions of this Agreement will not constitute a waiver of those provisions. To be binding, any waiver of any provision of this Agreement must be clearly expressed in writing and be signed by the waiving party. The invalidity or unenforceability of any provisions of this Agreement or any covenant in it will not affect the validity or enforceability of any other provisions or covenant in it and the invalid provision will be deemed to be severable. The documents attached as schedules to this Agreement referred to herein are incorporated into and form part of this Agreement and are given contractual effect.

- 13.5. Relationship. In performing the Services, Corix will be an independent contractor, and not an employee or agent of Customer (except that Corix will be an agent of Customer solely in circumstances where Corix must be an agent to carry out its obligations as set forth in this Agreement), and will have responsibility for the control over the details and means of performing the Services. Corix will not have the authority to bind or commit Customer. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, employment or agency relationship between the parties for any purpose.
- 13.6. Counterparts. This Agreement may be executed by the parties in one or more counterparts and may be delivered by facsimile or other means of electronic transmission, each of which when delivered shall be deemed to be an original and all of which shall together constitute one and the same agreement.

TO EVIDENCE THEIR AGREEMENT the parties have executed this agreement effective the Effective Date.

VILLAGE OF ASHCROFT.

CORIX UTILITIES INC.

Per: 
Name: Michelle Allen.
Title: Chief administrative Officer.

Per: 
Name: Paul Burgess.
Title: Operations Manager

**SCHEDULE A
SCOPE OF SERVICES**

1. REGULAR SERVICES

1.1. Corix will in respect of the Facilities:

- (a) in all cases as required by Laws and Permits:
 - (i) Chief operator will attend at the Facilities on a weekly basis and will hold Level III Water Treatment certification.
 - (ii) provide and / or update (as applicable) the operations and maintenance plan;
 - (iii) provide instruction and guidance to Customer Personnel as relating to normal operations, maintenance tasks and emergency situations
 - (iv) weekly review of the operational tasks performed by the customers personnel at the facilities.
 - (v) Daily monitoring of the facilities via customer supplied SCADA and remote access software.;
 - (vi) collect and arrange for the testing and analysis of samples (note: laboratory testing fees and associated sample freight charges are not included in the Monthly Fee set forth in Section 1 of Schedule B);
 - (vii) prepare monthly reports to Customer;
 - (viii) meet periodically with relevant governmental authorities in respect of inspections and reports (note: costs associated with offsite meetings are not included in the Monthly Fee set forth in Section 1 of Schedule B);
 - (ix) maintain system check, field analysis results, scheduled maintenance tasks and employee monitoring records;
 - (x) monitor data collection systems; and
 - (xi) test call out alarms;
- (b) take reasonable steps to ensure the security of the Facilities by locking doors and gates; and
- (c) assist Customer in preparing annual maintenance budgets.

1.2. Unless otherwise specified above or in Section 1 of Schedule B, the Services described above are included in the Monthly Fee set forth in Section 1 of Schedule B.

1.3. Corix will provide the following Services: Commissioning of Facility.

- (a) review the following commissioning documents provided by Customer and provide comments;

- (i) shops drawings of all equipment to be commissioned;
 - (ii) process, mechanical and electrical drawings; and
 - (iii) instrumentation Control Narrative and SCADA functionality;
- (b) attend pre-commissioning meetings;
 - (c) attend the on-site commissioning of all equipment;
 - (d) review the process operation and maintenance manuals and provide different operating scenarios for the Facilities in order to ensure the plant can operate under full load, half load and quarter load in manual and automatic;
 - (e) complete all laboratory testing required as part of the commissioning process internal and external and file all test results and reports to all agencies and approving authorities, as required;
 - (f) provide weekly reports to Customer on commissioning progress, issues and recommendations, if necessary;
 - (g) provide operational recommendations on any changes to be made to the Facilities, as applicable; and
 - (h) review the commissioning schedule provided by Customer and provide comments and identify any issues which may delay commissioning.

2. EMERGENCY SERVICES

2.1. Corix will perform emergency maintenance and repair services in respect of the Facilities as additional Services under this Agreement in the following circumstances (each, an “Event”):

- (a) upon receipt from either Customer or an end user notification of an emergency Event (including equipment failure);
- (b) if it is directed or ordered by a governmental authority to take such measures; or
- (c) if Corix identifies a deficiency,

in all cases as reasonably required to comply with Laws and Permits.

2.2. The protocol regarding such emergency maintenance and repair services is as follows:

- (a) If Corix believes the required maintenance or repair to be minor (e.g. chlorine pump kit or pressure switch failure), Corix will effect the necessary minor maintenance and repairs up to a value of \$1,000 and may do so without first consulting or obtaining the approval of Customer. Corix will notify Customer of the Event and additional Services performed as soon as practicable and in any event within seven days of the Event and will include details of the Event in its monthly reporting to Customer.
- (b) If Corix believes the required maintenance or repair to exceed \$1,000 and there is no anticipated threat to health or continued operations, Corix will in writing notify

Customer's designated representative of the Event and provide an estimated cost for correction and priority assessment. Subject to the terms of this Agreement and agreement on any additional applicable terms and conditions, Corix will proceed with necessary repairs and maintenance upon receipt of written approval or instructions from Customer's designated representative.

- (c) If Corix believes the required maintenance or repair to exceed \$1,000 and there is an anticipated threat to health or continued operations, Corix will notify Customer's designated representative of the Event by telephone as soon as possible, but will otherwise be entitled to take such steps as it deems necessary to correct or address the Event.
- (d) Corix will in all cases take steps to resolve the Event in a timely manner while minimizing associated costs. Where practicable, Corix will make use of Customer's resources.

3. EXCLUSIONS FROM SERVICES

3.1. Customer will, at its sole cost and expense:

- (a) inspect and maintain all:
 - (i) safety, instrumentation and other equipment, such as fire extinguishers, cranes, hoists, crawl beams, pressure vessels, flow meters, pressure and vacuum sensors, depth measuring devices, and electrical panels and wiring;
 - (ii) appurtenances of the Facilities, such as cross-connection control devices, pressure regulating valves, pressure relief valves, air bleeds and vacuum breakers;
 - (iii) control systems, such as by replacing PLC batteries and keeping backups to all PLC and HMI program changes;
 - (iv) computers and computer systems, including by keeping antivirus and other software programs current and running; and
 - (v) complex machinery, such as backup power generators and sludge dewatering equipment.

4. OPTIONAL TASKS

4.1. The following tasks are not included in the Services but will be performed by Corix upon written request by Customer for the applicable fee specified in Schedule B and on such other terms and conditions as the parties may agree in writing.

- (a) Government Reports. Corix will upon request prepare or assist Customer to prepare reports to governmental authorities in respect of the Facilities.
- (b) Hydrant and PRV Maintenance. Corix will upon request inspect, service and maintain hydrants and PRVs associated with the Facilities.

- (c) Field Operating Manuals for the Facilities. Corix will upon request develop a Field Operating Manual that set out operational guidelines and standards for the Facilities.
- (d) Emergency Preparedness Plan. Corix will upon request develop or update an Emergency Preparedness Plan that sets out processes and procedures to follow in the event of an emergency involving the Facilities.

**SCHEDULE B
FEES**

1. FEES FOR REGULAR SERVICES

Subject to the Terms and Conditions of the Agreement, the regular Services described in Section 1 of Schedule A will be provided for the following Fees:

ITEM	FEE*
<p>Monthly Fee For regular Services, including travel to and from the plant location, attendance at the Facilities by a certified environmental operator (the “Operator”) plus required administration tasks for up to [34 hours per month] (the “Included Hours”).</p>	\$3400/ month
<p>Other Extra Services / Charges Additional fees applicable to activities related to the regular Services, but not included in the Monthly Fee:</p> <ul style="list-style-type: none"> • materials, supplies and third party services secured by Corix on behalf of Customer in connection with the provision of the Services (including, without limitation, chemicals, lab samples and associated delivery costs, diesel fuel and replacement parts) 	Cost** plus 15%
<p>Additional Operator Services Additional fees apply to overtime, statutory holiday work, and time exceeding the Included Hours performed by the Operator or others as required from time to time (excluding emergency call out services):</p> <ul style="list-style-type: none"> • Operator time exceeding 8 hours in one day • Operator time exceeding Included Hours (but less than 8 hours in a single day) • Operator statutory holiday supplemental rate • Operator or Corix management offsite meetings with applicable governmental authorities • Certified operator time for commissioning of Facility. 	<p>\$135/ hour</p> <p>\$90/ hour</p> <p>\$135/ hour</p> <p>\$120 / hour</p> <p>\$100 / hour</p>

2. FEES FOR EMERGENCY SERVICES

Fees applicable to the additional Services provided by Corix pursuant to Section 2 of Schedule A are as follows:

ITEM	FEE*
<p>Emergency Call Out Services Emergency call out fees after normal working hours (note: applicable after 4 pm and before 8 am Monday through Friday and all day Saturday and Sunday and charged portal to portal; a minimum charge out of two hours per Operator or others as required per event will apply, plus any applicable fees under Section 1 above.)</p>	\$150 / hour

3. FEES FOR OPTIONAL TASKS

Fees applicable to optional tasks identified in Section 4 of Schedule A are as follows:

OPTIONAL TASKS	FEE*
Government Reports	TBD
Hydrant and PRV Maintenance	TBD
Field Operating Manuals for the Facilities	TBD
Emergency Preparedness Plan	TBD

* Fees listed do not include applicable taxes.

** "Cost" means the cost incurred by Corix (inclusive of any applicable taxes paid by Corix to its supplier) to secure the relevant materials, supplies or third party services.

MEMO TO: Mayor Roden & Council

MEMO FROM: Michelle Allen, Chief Administrative Officer

DATE: July 17, 2019

SUBJECT: ASHCROFT & DISTRICT CURLING CLUB ASSESSMENTS

Background

As Council will recall, staff was directed to obtain assessments relating to the condition of the Ashcroft & District Curling Club. The assessments were to be obtained by Technical Safety BC, Work Safe BC and an independent building inspector. Staff was directed to obtain the documents and prepare a summary report by June 30, 2019, the date that the Agreement to Occupy expired.

Discussion

Staff waited until the end of February to request the inspections, as we did not wish to jeopardize having the facility closed during the curling season. Work Safe BC and Technical Safety BC both attended the facility on April 9, 2019.

Work Safe BC provided a general document that listed a number of items that were a potential concern including Asbestos Inventory and Building Material Report, Toxic Process Gas, Biological Hazards, Ladder Safety, Guarding, Electrical and general safety. These were not presented as orders that have to be addressed as the facility was shut down.

Technical Safety BC (TSBC) was unable to complete a thorough inspection of the pressure vessels as there was insulation and other materials on the equipment. The TSBC officer left a list of items that were to be completed so that he could return and complete his inspection. It is our understanding that the Ashcroft Curling Club arranged for their refrigeration contractor to come on site May 2, 2019 however the list of tasks was not complete. The TSBC officer did a follow up inspection and on June 27, 2019 sent a follow up email advising that there was more work to be done before he would be able to complete his inspection. The Village has not been advised if this additional work has been completed or not.

The Village contacted a number of appraisers prior to locating one that understood what type of report we were seeking. Stantec was hired to carry out a thorough inspection of the building and prepare a detailed report with an accompanying budget. Stantec completed their inspection and provided their preliminary report to the Village on June 27, 2019, a copy is attached.

Council will see from the attached cost table that there are two classifications, one is Immediate Action and the other is recommended items. The Immediate Action items should be carried out prior to opening and have a minimal cost associated to them.

The remaining items have been further broken down into items that should be repaired/replaced within the next one to two years or items that will require further investigations/studies to determine the causes of the damages that were observed on site.

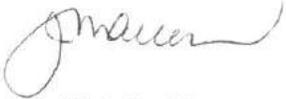
A copy of the email summarizing Stantec's findings as well as the cost table are attached for council's review. The total cost for items identified as requiring action within the first year is \$121,900 and the total cost over the next 20 years is \$795,513. The final report has not been received however we expect to receive it by July 31, 2019.

Staff have not had the opportunity to review the draft report and cost estimates internally, nor have these been provided to the Ashcroft & District Curling Club.

Recommendation

Administration is providing this report to Council for their information and as an update regarding the process of investigation. It is recommended that a copy of the final report and cost estimates be provided to the Ashcroft & District Curling Club once it is received and a joint meeting with Council be arranged as soon as possible thereafter.

Respectfully submitted,



J. Michelle Allen,
Chief Administrative Officer

Michelle Allen

From: Link, Tobias <Tobias.Link@stantec.com>
Sent: June 27, 2019 12:38 PM
To: Michelle Allen
Subject: Ashcroft curling rink - preliminary cost table
Attachments: Preliminary Cost Table - Curling Rink Ashcroft.xls

Hello Michelle,

Please see the attached preliminary cost table for the Ashcroft curling rink building condition assessment. The cost table is divided into two parts, one for the "Immediate" items which includes items negatively affecting life safety and fire protection of the site. These items should therefore be addresses immediately (we would recommend in the next six months or so). The second part includes all our other recommendations (including costs).

Below we have provided a brief summary of our key findings. For each of our key findings, we have included a reference number which can be found in column A of the cost tables (which provides the cost and our proposed timing on when the recommendation should be completed).

Items which we have deemed as requiring **immediate action**, based on our site observations are listed below:

- **Ref#1:** At least one exit sign was observed to be not working. In addition, one emergency light battery pack was not working at the time of the assessment.
Ref#2: Remove stored items in front of emergency exit door - One of the emergency exit routes was observed blocked by furniture.

The following items should be replaced/repared within the next one to two years, based on their observed condition:

- **Ref#5:** The wood trims around the roof were observed to be in poor condition with flaking paint, cracking and wrapping panels.
- **Ref#6:** The exterior wood doors were in poor condition overall with fading and flaking paint finishes and degraded wood as a result to the exposure to the elements.
- **Ref#9:** There are various locations where there is damage at the exterior walls. There are some decommissioned openings for former roof drains, which were not properly terminated, along the east elevation, exterior sealant was observed to be detached from the surfaces, some graffiti was observed at the north elevation.
- **Ref#12:** There are various roof deficiencies that will or may cause water to enter the building or reduce the membranes service life. The roof above the compressor room showed wrinkles in the membrane throughout and ponding was occurring because the drain location was higher than the roof drain location. We observed some locations where the membrane is detached (like at one of the roof drains on the main). Some mechanical supports were observed to be not provided with proper membrane protection to avoid membrane damage. Some of the roof drains were not provided with debris guards and the scupper of the compressor room roof section causes water damage.
- **Ref#14:** The stair structure of the two interior wood stairs were observed to be in good condition, however, the carpet finish was observed to be worn and in poor condition. The concrete paint on the concrete stairs was observed to be worn and therefore in poor condition. The paint of both exterior stairs was observed to be worn. In addition the wood platform of the southern stair structure appeared to be quite soft and slip hazard (wet at the time of the assessment), although it was reported that the recent fire inspection by the fire marshal deemed it as being acceptable.
- **Ref#21:** The age of the fixed casework varied, as well as its condition. The fixed casework in the kitchen is in overall poor condition due to missing laminate edges, exposed wood surfaces (hygienic issue), missing front doors etc.,.
- **Ref#34:** The age of the exit signs and emergency lights could not be determined at the time of the assessment, but it is assumed the most have exceeded their expected useful life. Even though they are in fair condition, we recommend these items be replaced in the next year or two due to being a life safety item.

We also recommend to several additional **investigations/studies** be completed, to determine causes for damages observed on site that cannot be determined based on just a visual assessment and or that require a more specialist knowledge to properly assess them. In addition, we have provided an allowance to conduct the repair/replacement work based on our assumptions of what the scope of the repair might be. However, the allowances are speculative, as the costs for the repairs may vary depending on the outcome of the individual studies. Below are the justifications for the individual studies recommended. A more detailed explanation will be provided with the actual draft report delivered not later than the beginning of August.

- **Ref#3:** Conduct a structural study. Some spalling of the exposed foundation wall was observed at the inside near the north-east corner of the ice sheets. A cracked section of the foundation wall was observed along the west wall of the compressor room. Some slab cracking was observed in the spectator room. Some step cracking and washed out mortar joints were observed at the exterior concrete block wall sections of the compressor room.
- **Ref#7:** Water Infiltration Study - Signs of water infiltration was observed in the SW corner of the building underneath the west stairs.
- **Ref#11:** Conduct a roof drainage study to address roof drainage issues - Standing water was observed on both roof sections, but it was especially prudent above the compressor room.
- **Ref#35:** Conduct a life-safety review of the curling rink building. We observed a number of issues/ concerns related to life safety. Some of those items are the amount of exit signs does not seem to be sufficient for the building. Access to the compressor room and how it operates does not appear to be compliant with the requirements of the CSA B52 Refrigeration code.

All remaining recommendations contained within our cost table are based on systems or equipment reaching or that have reached the end of its service life, but are in "good" or serviceable condition at this point in time, with no significant observed deficiencies.

I will leave on vacation this afternoon returning to the office on July 17. If you have any additional questions or concerns, please contact David Farkas (cell: 403 461-7539, email:david.farkas@stantec.com) as he was involved in the project as well and he should be able to answer your questions.

I hope this preliminary cost table serves your needs.

Regards,

Tobias

Tobias Link Dipl.-Ing. (FH), P.Eng.
Associate

Direct: 403-781-5463

Mobil: 403-612-6154

Fax: 403 716-8001

tobias.link@stantec.com

Stantec Consulting Ltd.



The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

Adhcraft Carling Bldg		7 Street		Adhcraft, NC 27618		June 27, 2018		Project Number: 11043333	
Immediate Items									
Item #	Item	Quantity	Unit	Estimate	Request	Approved	Actual	Actual	Actual
Item #	Item	Quantity	Unit	Estimate	Request	Approved	Actual	Actual	Actual
1	1.5 21000 1.5 21000 1.5 21000 1.5 21000 1.5 21000 1.5 21000	1	EA	\$1,000	100%	100%	\$1,000		
2	Remove blood from in front of emergency exit door	1	EA	\$1,000	100%	100%	\$1,000		
Cost Items									
3	Complete study to determine the cause of the fire and testing of the detectors	1	LS	\$5,000	100%	100%	\$5,000		
4	Advances to conduct repair work at the location with depending on their outcome	1	LS	\$10,000	100%	100%	\$10,000		
5	Replace the work done	20	LF	\$5.50	100%	100%	\$1,100		
6	Replace the work done	30	LF	\$1,500	100%	100%	\$4,500		
7	Complete study to determine the location of the water addition under the DM valves	1	LS	\$4,500	100%	100%	\$4,500		
8	Advances to repair water addition at the location	1	LS	\$10,000	100%	100%	\$10,000		
9	Repair miscellaneous and damage at the location	1	LS	\$5,000	100%	100%	\$5,000		
10	Advances to remove the air conditioning unit	1	LS	\$20,000	100%	100%	\$20,000		
11	Complete a roof repair work at the location	1	LS	\$8,000	100%	100%	\$8,000		
12	Complete miscellaneous work at the location	1	LS	\$4,500	100%	100%	\$4,500		
13	Advances to repair the fire alarm control panel	1	LS	\$7,500	100%	100%	\$7,500		
14	Advances to replace the motor and battery	1	LS	\$6,000	100%	100%	\$6,000		
15	Advances to replace the fire alarm control panel	1	LS	\$6,000	100%	100%	\$6,000		
16	Advances to repair the fire alarm control panel	1	LS	\$1,000	100%	100%	\$1,000		
17	Advances to repair the fire alarm control panel	1	LS	\$1,000	100%	100%	\$1,000		
18	Advances to repair the fire alarm control panel	1	LS	\$1,000	100%	100%	\$1,000		
19	Advances to repair the fire alarm control panel	1	LS	\$1,000	100%	100%	\$1,000		
20	Advances to repair the fire alarm control panel	1	LS	\$1,000	100%	100%	\$1,000		
21	Advances to repair the fire alarm control panel	1	LS	\$1,000	100%	100%	\$1,000		
22	Advances to repair the fire alarm control panel	1	LS	\$1,000	100%	100%	\$1,000		
23	Advances to repair the fire alarm control panel	1	LS	\$1,000	100%	100%	\$1,000		
24	Advances to repair the fire alarm control panel	1	LS	\$1,000	100%	100%	\$1,000		
25	Advances to repair the fire alarm control panel	1	LS	\$1,000	100%	100%	\$1,000		
26	Advances to repair the fire alarm control panel	1	LS	\$1,000	100%	100%	\$1,000		
27	Advances to repair the fire alarm control panel	1	LS	\$1,000	100%	100%	\$1,000		

MEMO TO: Mayor Roden & Council
MEMO FROM: Michelle Allen, Chief Administrative Officer
DATE: July 16, 2019
SUBJECT: HIGHWAY CONCERNS AND INQUIRIES

Background

Council has requested a meeting with Hon. Claire Trevena, Minister of Transportation and Infrastructure, during the UBCM Convention. Topics for discussion include a left turn lane at the intersection of Highway 1 and Cornwall Road, a grade separation on Highway 97C at the CP rail crossing and secondary access and egress routes in and out of the community.

Discussion

Attached to this memo are two pieces of correspondence that have been received from separate parties raising questions and concerns relating to local highways.

The first piece of correspondence is from a gentleman who resides in Langley and was turning left off of Highway 1 onto Cornwall Road to access the services of the Esso/Tim Hortons. He is expressing safety concerns for this intersection and recommends that a left turn lane be installed. This correspondence provides verification that Council's concerns are warranted. Administration has responded to the writer advising that Council intends to discuss this situation with Minister Trevena during UBCM.

The second piece of correspondence is from a local person who has concerns relating to the crosswalk at the end of the bridge and the junction of Highway 97C and Brink Street. He is bringing forward concerns that the crosswalk is worn off and requesting that further crossing systems should be in place. This concern was brought forward to Council earlier and a letter was sent to the Ministry regarding the situation. This concern was not included as a discussion topic with the Minister at UBCM as there is a 3 topic maximum. Administration has responded to this person advising that his concerns have been forwarded to the Ministry for their comments.

Recommendation

Administration recommends the following motion of Council:

"That the correspondence received regarding highway safety concerns be brought forward for discussion with Minister Trevena during the 2019 Union of BC Municipalities convention.

Respectfully submitted,



J. Michelle Allen,
Chief Administrative Officer

Jim Fleck
21294-86A Crescent
Langley, B. C. V1M 1Y1
June 22, 2019
Tel. 604-888-4582
E. jimfleck@shaw.ca

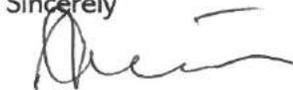
Honourable Claire Trevena
Province of British Columbia
Ministry of Transportation and Infrastructure Contracts
P. O. Box 9850 Stn Prov Govt
Victoria, B. C. V8W9T5

Dear Ms. Trevena:

On June 20, 2019 at about 14:30 p.m. my wife and I were travelling south on Highway 1, from Cache Creek to Langley, B. C. We required fuel and decided to use the services of Ashcroft ESSO which is located at the intersection of Highway 1 and Cornwall Road (2475). Travelling south on Highway 1 it is necessary to turn left onto Cornwall Road to access the service station. This intersection is just north of the brow of a hill on highway 1. It is also a two lane stretch of highway with a posted speed of 100 km. Cornwall Road (according to signage at the intersection) is a secondary access road to Ashcroft and onward to 97C to Logan Lake and eventually Highway 5. When we were making the turn, it was raining moderately with moderate traffic which meant that we sat on the highway in the only lane waiting for clearance to turn and backing up south bound traffic behind us. Of course cars were passing us on the right shoulder while we waited for a break in north bound traffic before turning left making the situation more dangerous.

I do not understand why this intersection would not have a left turn lane for south bound traffic and would appreciate your comments on this. It is a dangerous intersection the way it is currently designed especially considering that it is only a two lane stretch and a speed limit of 100. If plans are not underway to install a left turn lane; then I request consideration for doing this as soon as possible.

Sincerely



Jim Fleck

Cc: Barbara Roden, Mayor, Village of Ashcroft, B. C.



JULY 8/19

TO WHOM IT CONCERNS,

ON HIGHWAY 97E WHEN YOU CROSS THE BRIDGE INTO ASHCROFT THERE IS A CROSSWALK (THE ONLY ONE) THE PAINT IS COMPLETELY WORN OFF PLUS I'M THINKING AN AMBER FLASHING LIGHT WARD DRIVERS.

THIS IS A REAL SAFETY ISSUE

BRUCE W, ALBRIDGE
118-715 RAILWAY
PHONE 250 729 1512

Bruce Albridge

RECEIVED

JUL - 8 2019

THE CORPORATION VILLAGE OF ASHCROFT

MEMO TO: Mayor Roden & Council

MEMO FROM: Daniela Dyck, Deputy Corporate Officer

DATE: July 15, 2019

SUBJECT: Dog Control and Pound Operation Bylaw No. 832, 2019

Background

The Village of Ashcroft Dog Regulation and Impounding Bylaw No. 502 and all its amendments required updating.

Discussion

The Village of Ashcroft Dog Regulation and Impounding Bylaw required updating. With the recent resignation of the Dog Control Officer, it seemed like the appropriate time for this review. The updated Bylaw will enable the new Animal Control Officer to work with a current document that is clear and aligns with other Village bylaws.

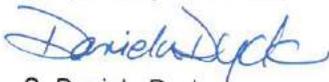
The most notable changes to the bylaw include:

1. Fees have been updated and added to the new Fees and Charges bylaw and are not included in this bylaw.
2. Schedule "A" Dog license application includes altered dog declaration.
3. Schedule "B" Authorization to Surrender Animal and Schedule "C" Animal Adoption Application have been added to streamline re-homing an impounded dog.
4. The "Definitions" have been updated.

Recommendation

That Council approve first and second reading of the Village of Ashcroft Dog Control and Pound Operation Bylaw No. 832, 2019.

Respectfully submitted,



S. Daniela Dyck,
Deputy Corporate Officer

THE CORPORATION OF THE VILLAGE OF ASHCROFT
DOG CONTROL AND POUND OPERATION BYLAW NO. 832, 2019

A BYLAW TO PROVIDE FOR THE CONTROL AND LICENSING OF DOGS AND THE OPERATION OF A POUND FACILITY IN THE VILLAGE OF ASHCROFT

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

1. CITATION

This Bylaw shall be cited for all purposes as the Village of Ashcroft “Dog Control and Pound Operation Bylaw No. 832, 2019”

2. REPEAL

The “Corporation of the Village of Ashcroft Dog Regulation and Impounding Bylaw No. 502” and all its amendments are hereby repealed.

3. DEFINITION

In this Bylaw:

ALTERED	a) refers to an animal which has been spayed or neutered.
ANIMAL CONTROL OFFICER	means: a) A person employed or contracted by the Village to be an Animal Control Officer or Bylaw Enforcement Officer; b) A municipal employee, officer or agent designated by Council as an Animal Control Officer for the purposes of this Bylaw; c) An RCMP officer; and d) A Province of British Columbia conservation officer.
AT LARGE	means: a) Being elsewhere than on lands or premises owned or occupied by the owner and not on a leash, or b) On unfenced land and not securely tethered, or c) Not under the physical control of its owner or owner’s agent, or d) In the care and control of a person who an Animal Control Officer considers is not a competent person.
CHIEF ADMINISTRATIVE OFFICER (CAO)	means: a) The Chief Administrative Officer of the Village or their designate, and includes anyone authorized by Council to act on their behalf.
COMPETENT PERSON	means: a) A person who is physically and mentally able to control a dog and to ensure compliance with this Bylaw at all times.
COUNCIL	means: a) The municipal Council of the Village of Ashcroft.
DANGEROUS DOG	means: a) A dangerous dog as defined by the Community Charter.
DOG	means: a) A domestic animal of the <i>Canis lupus</i> species.

ENCLOSURE	means: a) A fence or structure: (i) Allowing the humane confinement of an animal, (ii) Allowing the safe and unrestricted movement of the animal, (iii) With any gates to be self-closing, (iv) Capable of preventing the entry of a child aged 10 years or younger, and (v) Adequately constructed to prevent the animal confined within it from escaping.
HUMANE	means: a) Not causing pain, and causing no discomfort or causing minimal discomfort.
IMPOUNDED	means: a) An animal that has been seized by the Animal Control Officer and is in the custody of the Animal Control Officer.
KENNEL	means: a) A facility for the care of three (3) or more dogs, cats or other household pets, where such animals are kept commercially for boarding, propagation, training, grooming or sale.
LEASH	means a device, or use of a device: a) No more than 2.0 metres (6.6 feet) in length, and b) Of a sufficient strength and design to restrain the animal for which it will be used, and c) Securely affixed to an animal, with the other end of the leash held by a competent person.
MICROCHIP	means: a) An approved National Companion Animal Coalition Canadian standard encoded identification device intended to be implanted into an animal, which contains a unique code that permits or facilitates access to owner information, including the name and address of the owner of the animal, which is stored in a central database.
MITIGATING FACTOR	means a circumstance that excuses the aggressive behavior of an animal and may include but is not limited to: a) Responding to an attack by a person or aggressive animal; b) Responding to an attack against its offspring by a person or animal; c) Responding to teasing, provocation or torment; d) Protecting its owner from physical harm; e) Defending the real or personal property of its owner from trespass, damage or theft; f) Attempting to prevent a person from committing an unlawful act; or g) Performing law enforcement work.
MUZZLE	means a humane device or application of a humane device that: a) Fits over the mouth of an animal, and b) Cannot be removed by the animal, and c) Prevents the animal from biting.

OWNER	means any person: (a) Whose name appears on a dog license, or (b) Who has the care, custody or control of an animal, or (c) Who possesses, harbours or allows an animal to remain about a house, land or in premises owned or occupied by that person.
POUND	means: a) A premise designated by contract with the Village for the impoundment, care and feeding of animals pursuant to this Bylaw.
POUNDKEEPER	means: a) Any person appointed by Council to operate the pound, usually the Animal Control Officer.
SECURE ENCLOSURE	means a structure: a) Allowing the humane confinement of an animal, b) Allowing the safe and unrestricted movement of the animal, c) With any gates to be self-closing, d) Constructed and locked in such a fashion as to prevent the escape of an animal and to prevent the entry of any person other than those authorized by the owner, e) With no side in common with a perimeter fence, f) Approved by the Animal Control Officer for a specific animal, and g) Depending on the security and design of the structure, and the animal it will house, the Animal Control Officer may additionally require that the structure be: (i) at least 1.8 metres (5.9 feet) in height, (ii) having a concrete or asphalt floor, (iii) with wire or steel mesh sides and roof, and (iv) with the floor securely attached to the sides or the sides embedded in the ground to a minimum depth of 30 centimeters (1.0 foot).
SERIOUS INJURY	means an injury that: a) Includes a broken bone, disfiguring lacerations or extensive lacerations, b) Requires sutures or cosmetic surgery, or c) Is determined to be severe by a Court upon hearing the evidence.
SERVICE ANIMAL	means an animal trained by an accredited institution, and on duty: a) As a law enforcement animal, or b) To provide assistance to a hearing- or visually-impaired, physically- or developmentally-challenged person.
TETHER	means: a) A device or the application of a device such as a rope or chain with one end securely attached to an animal, and the other end securely attached to a stationary object or pulley and cable, and used to humanely confine an animal to a certain area.
UNLICENSED DOG	means a dog: a) For which the dog license for the current year has not been obtained, or b) To which a current dog license tag is not attached.

VILLAGE	means: a) The Corporation of the Village of Ashcroft or the area within the municipal boundaries of the Village of Ashcroft, depending on the context.
ZONING BYLAW	means: a) The Village of Ashcroft Zoning Bylaw as amended from time to time.

4. ADMINISTRATION

4.1. The Animal Control Officer is authorized to administer and enforce this Bylaw.

4.2. The Village may contract with any person, firm, society, or corporation as it deems appropriate for the purpose of maintaining and operating a pound, and providing for the collection, distribution and payment of revenue and expenditures derived from the operation of the pound.

4.3. No person shall hinder, delay, threaten, prevent, or obstruct in any manner, directly or indirectly, the Animal Control Officer while carrying out their duties pursuant to this Bylaw, including but not limited to obstruction by:

- a) Providing false information;
- b) Unlocking, unlatching, or otherwise opening a vehicle or any enclosure in which an impounded animal has been placed;
- c) Removing or attempting to remove any animal from the possession of a pound keeper, Animal Control Officer or Village employee;
- d) Removing or attempting to remove an animal from the pound, except in accordance with this Bylaw.

4.4. The Animal Control Officer may enter, at all reasonable times, upon any land in order to ascertain whether this Bylaw is being contravened.

5. DOG CONTROL

5.1. An owner shall not permit, suffer or allow a dog to be at large.

5.2. For the purposes of this bylaw, a dog is deemed to be at large where it is not under control by being:

- a) Elsewhere than on land or premises owned or occupied by the owner and not on a leash, or
- b) On unfenced land and not securely tethered, or
- c) Not under the physical control of its owner or owner's agent, or
- d) In the care and control of a person who an Animal Control Officer considers is not a competent person.

5.3. An owner shall immediately remove any and all of their dog's excrement from another person's property or any public street, lane, sidewalk or any other public or private property and dispose of it in a sanitary manner.

5.4. An owner who is legally blind is exempt from section 5.3 in respect to excrement deposited by a service animal, when not accompanied by a sighted person aged 12 years or over.

5.5. An owner shall not permit a dog to continuously cry or bark which disturbs the quiet, rest, enjoyment, comfort or convenience of a neighbourhood or a person(s) in the vicinity or place where the dog is being housed or maintained.

5.6. An owner shall not tie, secure or tether any dog for a period longer than eight (8) hours at any one time for each twenty-four (24) hour period.

5.7. An owner shall not permit, suffer or allow a dog to be in the Chinese or municipal cemeteries or Village Parks at any time.

5.8. An owner of a female dog in heat shall keep the dog on the owner's property, and:

- a) Confined indoors, or
- b) Leashed and under the control of a competent person aged 16 years or older, or
- c) Confined within an enclosure with any gate locked at all times when the dog is within.

5.9. No more than two (2) dogs over the age of three (3) months shall be kept in a residentially zoned area in the Village at one time, unless the property is zoned Rural Residential and a kennel license has been purchased for the property.

6. DOG LICENSING

6.1. No person shall own, possess or harbour an unlicensed dog within the boundaries of the Village.

6.2. The categories of dog license are:

- a) Altered dog,
- b) Unaltered dog,
- c) Dangerous dog

6.3. The licensing fees shall be as set out as Schedule "G" in the Village of Ashcroft Fees and Charges Bylaw No. 833, 2019 as amended from time to time.

6.4. In order to purchase an altered dog license, the owner of the dog must sign a declaration to certify that the dog has been altered on the annual Dog License Application as set out in Schedule "A" of this Bylaw (attached).

6.5. The owner of an altered dog may be required to produce a certificate from a qualified veterinarian to prove that the dog has been altered.

6.6. No refund shall be given if a dog is altered after its owner purchases a dog license.

6.7. Dog licensing fees shall not be pro-rated during the year.

6.8. The owner of a dog shall obtain a license in accordance with the provisions of this Bylaw before the last day of February in each year, or as soon thereafter as such dog shall attain three (3) months of age.

6.9. A license issued pursuant to this Bylaw is valid for the year for which it is purchased and shall expire on the 31st day of December in that year.

6.10. Issuance of a license shall be an administrative function of the municipal office under the direction of the Chief Administrative Officer.

6.11. Every person who obtains a license shall be given a tag which shall be, at all times, fastened to a collar or harness worn by the dog for which the license was purchased.

6.12. The number on the dog license shall correspond to the stamped number on the tag.

6.13. Where the tag issued by the Village has been lost or is no longer legible, a replacement tag shall be acquired by the owner for the remainder of the current licensing year, upon producing proof of previous purchase and payment of a prescribed fee.

6.14. The following dogs are exempt from the requirements of this section:

- a) Service animals,
- b) Dogs under the age of three (3) months, and
- c) Dogs that visit the Village for a total of 30 or fewer days in a calendar year.

7. DANGEROUS DOG

7.1. In determining whether a dog is dangerous, mitigating factors may be considered.

7.2. No person shall own, possess or harbour any diseased or dangerous animal within the Village unless the same is kept sufficiently secured so as to prevent it from endangering the safety of any person or other animal, including a person lawfully entering upon the premises where the animal is located.

7.3. Without limiting the generality of the foregoing, no person who owns, possesses or harbours a dangerous dog shall permit, suffer or allow the dog to be on any highway, any public place or common property, or any place not owned or controlled by that person, unless the dog is sufficiently muzzled to prevent it from biting another animal or human.

7.4. Upon receiving a complaint in writing that a dog has attacked or attempted to attack any animal or human, if the owner of the dog can be ascertained, the Animal Control Officer shall notify the owner of the dog in writing of the complaint, and shall notify the owner of the dog in writing that the dog is now considered to be a "dangerous dog" as defined by the Special Powers in relation to dangerous dogs in the Community Charter and that the Village will follow the steps outlined in that legislation.

7.5. The Animal Control Officer may, at any time and in their sole discretion, humanely euthanize any animal suffering from any incurable disease, injury or mutilation, to prevent cruel suffering or the spread of disease.

8. KENNELS

8.1. The following Kennel provisions apply to all dogs except those under three (3) months of age:

8.2. Every owner of three (3) or more dogs shall possess a valid and subsisting kennel license.

8.3. A kennel license shall be obtained by applying to the Village and paying the prescribed kennel license fee and applicable dog license fee set out in Schedule "G" of the Fees and Charges Bylaw No. 833, 2019.

8.4. No kennel shall be permitted unless:

- a) Adequate floor space of for each dog to lie flat on their sides outside their bed in the sleeping area.
- b) The kennel complies with all laws and regulations in force in the Province of British Columbia, all Municipal Bylaws and conforms to the Code of Practice for Canadian Kennel Operations as amended from time to time, including but not limited to construction requirements, lighting, temperature control and access to exercise space.
- c) A building permit for the kennel has been obtained in accordance with the provisions of the Village.

8.5. A kennel license issued may be suspended or revoked at any time by the Animal Control Officer if the provisions of the Bylaw are not observed by the licensee.

8.6. Every licensee shall, at all reasonable times, permit the Animal Control Officer, to enter and inspect any kennel for the purposes of ascertaining whether the provisions of this Bylaw are being observed.

8.7. Every kennel license issued under this Bylaw:

- a) expires on the 31st day of December of the year in which it is issued.
- b) is valid only in respect of the kennel for which it is issued; and
- c) shall be renewed no later than the 1st day of February in the following calendar year.

8.9. The Village shall maintain a record of all kennel licenses issued.

9. SEIZURE AND IMPOUNDMENT

9.1. The Animal Control Officer may seize and impound any animal which is found by the Animal Control Officer to be:

- a) Unlicensed, if there is a requirement that it be licensed; or
- b) At large on a highway or in a public place; or
- c) Straying or trespassing on private property; or
- d) On unfenced land and not securely tethered or contained, if there is a requirement to be securely fenced, tethered or contained; or
- e) A dangerous dog.

9.2. Upon seizure and impoundment of an animal, the Animal Control Officer shall make a reasonable effort to inform the owner, if known, that the animal has been seized and impounded.

9.3. If an owner is unknown, all reasonable efforts will be made to advise the public of the impounded animal being housed at the pound.

9.4. An animal delivered to the Animal Control Officer by the public may be dealt with in the same manner as an animal seized and impounded pursuant to this Bylaw.

9.5. It shall be unlawful for any person to release or rescue or attempt to release or rescue any dog lawfully in the custody of the Animal Control Officer, and no person shall intervene or otherwise interfere with the Animal Control Officer in the lawful exercise of his/her duties.

9.6. An owner may claim their impounded animal upon:

- a) Proving ownership to the pound keeper or Animal Control Officer, and
- b) Purchasing a licence if required by this Bylaw, and
- c) Paying the applicable fees and charges set out in Schedule "A" of this Bylaw.

9.7. In the case the owner is not known or the owner so notified does not within three (3) days of notification referred to in Section 9.2 hereof, appear at the pound and release the dog so impounded by the payment of the lawful fees as outlined in Schedule "G" of the Fees and Charges Bylaw No. 833, 2019, the Animal Control Officer may put the dog or dogs up for adoption as provided for in this Bylaw.

9.8. In the event that the owner of an impounded dog is unable to claim the dog, he/she may sign an Authorization to Surrender Animal form as outlined in Schedule "B" of this Bylaw (attached).

9.8. The Animal Control Officer may advertise the unclaimed dog available for adoption no less than three (3) days after impounding and notification as per section 9.7. Interested parties must complete the Animal Adoption Application as set out in Schedule "C" of this Bylaw, to assist the Animal Control Officer in determining if the applicant would be a suitable owner of the dog.

9.9. An animal may be seized and humanely euthanized if:

- a) It is determined by the Animal Control Officer or the pound keeper that the animal is suffering and the animal’s suffering cannot be otherwise reasonably addressed; and
- b) The Animal Control Officer has made a reasonable effort to inform the owner, if known, of the seizure, impoundment, and condition of the animal; and the intent to have the animal humanely euthanized; and
- c) A veterinarian licensed to practice in British Columbia is retained to humanely euthanize the animal.

10. ENFORCEMENT

10.1 Every person who violates any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this Bylaw or neglects to do, or refrains from doing anything required to be done by any of the provisions of this Bylaw, shall be deemed to be guilty of an infraction thereof, and liable to the penalty of penalties as stated in Schedule “A” attached hereto and forming part of this Bylaw.

11. SEVERABILITY

11.1 If any section, subsection sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder.

READ A FIRST TIME THIS _____ DAY OF _____, 2019.

READ A SECOND TIME THIS _____ DAY OF _____, 2019.

READ A THIRD TIME THIS _____ DAY OF _____, 2019.

RECONSIDERED AND ADOPTED THIS _____ DAY OF _____, 2019.

Barbara Roden, MAYOR

Certified to be a true and correct copy
of the Village of Ashcroft Dog Control and
Pound Operation Bylaw No. 832, 2019
as adopted by Council.

, CAO

, CAO

THE CORPORATION OF THE VILLAGE OF ASHCROFT
DOG CONTROL AND POUND OPERATION BYLAW NO. 832, 2019
SCHEDULE "A"

APPLICATION FOR DOG LICENCE

DATE: _____

OWNER: _____

PHONE: _____

STREET ADDRESS: _____

BOX: _____

TOWN: ASHCROFT, BC

DOG'S NAME: _____

SEX: _____

SPAYED OR NEUTERED: _____

COLOR: _____

BREED: _____

TAG NO.: _____ TAG YEAR: 2019

I hereby swear that the above described dog has in fact been altered and is a neutered male or spayed female canine.

Owner's Signature

Date

THE COPORATION OF THE VILLAGE OF ASHCROFT
DOG CONTROL AND POUND OPERATION BYLAW NO. 832, 2019
SCHEDULE "B"

AUTHORIZATION TO SURRENDER ANIMAL

Person Name:	_____				
Person Address:	_____				
Home Phone:	_____	Cell:	_____		
Identification Type:	_____				
Animal Detail:	_____				
Type Breed:	_____				
Mixed Colour	_____	Colour	_____	Gender	_____

I, the undersigned, being the owner, or having control of the animal described within and assuming all responsibility and releasing the VILLAGE OF ASHCROFT of all risk and damage which may arise from whatever cause, do hereby surrender the said animal to the VILLAGE OF ASHCROFT and its representatives. I also hereby agree to indemnify and save the VILLAGE OF ASHCROFT harmless from all claims, actions or demands which may be made against it by anyone claiming to be the owner of said animal or otherwise. Persons surrendering the animal(s) are advised ownership is transferred to the VILLAGE OF ASHCROFT and no information regarding animals will be released to previous owners.

Owner/Agent (Print Name): _____

Signature: _____ Date: _____

Witness Name (Print Name): _____

Witness Signature: _____ Date: _____

THE CORPORATION OF THE VILLAGE OF ASHCROFT
DOG CONTROL AND POUND OPERATION BYLAW NO. 832, 2019
SCHEDULE "C"

ANIMAL ADOPTION APPLICATION

Name: _____ Address: _____
Home Phone: _____ Cell: _____
Email: _____
Other adults in the home: Y / N Children in the home Y / N Children's ages _____
Will the dog come into contact with young children? Y / N Please provide details: (grandkids, visitors, daycare etc.) _____

Other pets in the home: Y / N How many: _____ Age of pets _____
Type: _____ Breed _____ Gender _____
Why would you like to adopt this dog? _____

Do you have adequate space for the dog to roam / play outside (ie fenced yard)? Y / N
Where will you keep the dog during the day? _____
Where will you keep the dog during the night? _____
Behaviours you are willing to work on (please circle all that apply)? Chewing, Wandering, Howling, Barking, Digging, House Training, Fearfulness, Separation anxiety, Obedience,
Other (please list) : _____
I am not willing to work on any problems: Y / N I need more information to decide: Y / N
I would like my dog to:
Be friendly with children: Y / N Be friendly with other dogs: Y / N Be friendly with cats: Y / N
Be friendly with me: Y / N Be calm: Y / N Be playful: Y / N Be quiet: Y / N Be independent: Y / N

Have you previously rescued a dog? Y / N

Please describe the experience:

Describe the type of dog you are looking to adopt:

Are you willing to have the Animal Control Officer do a home visit by appointment? Y / N

Under what circumstances would you return the dog? _____

REFERENCES:

Do you have a Veterinarian? Y / N Veterinary Clinic: _____

Does the Village of Ashcroft have your permission to contact the above listed Veterinary Clinic? Y / N

Personal Reference:

Name: _____ Address: _____

Phone: _____ Relationship to you: _____

FALSIFIED INFORMATION WILL LEAD TO AUTOMATIC REJECTION OF THE APPLICATION. THE VILLAGE OF ASHCROFT RESERVES THE RIGHT TO REFUSE ANY APPLICANT.

I understand that it is my responsibility to see and evaluate the dog for myself before agreeing to adoption. The adoption of a lifelong animal friend should not be impulsive, but rather a carefully thought out decision, which will ensure a loving, lasting relationship.

Print Name: _____

Signature: _____ Date: _____

MEMO TO: Mayor Roden & Council

MEMO FROM: Daniela Dyck, Deputy Corporate Officer

DATE: July 16, 2019

SUBJECT: Consolidated Fees and Charges Bylaw No. 833, 2019

Background

The Village of Ashcroft's Fees and Charges Bylaw only addressed recreational fees. In order to consolidate and streamline all fees collected by the Village one Fees and Charges Bylaw was developed.

Discussion

Administration has researched fees being charged in other communities and is proposing updating some of the fees charged by the Village. To improve efficiency, administration recommends to have all fees collected by the Village in one Bylaw rather than fees attached as schedules in their respective bylaws.

Many communities are following the format of one Fees and Charges Bylaw that can be reviewed annually to ensure that fees align with associated costs.

Recommendation

That Council approve first and second reading of the Village of Ashcroft Consolidated Fees and Charges Bylaw No. 833, 2019.

Respectfully submitted,



S. Daniela Dyck,
Deputy Corporate Officer

THE CORPORATION OF THE VILLAGE OF ASHCROFT
CONSOLIDATED FEES AND CHARGES BYLAW NO. 833, 2019

A bylaw for the charging of rates for goods and services in the Village of Ashcroft

WHEREAS the Council of the Village of Ashcroft wishes to charge fees in accordance with Section 194 of the *Community Charter*, a Council may impose fees with respect to all or part of a service of the municipality, the use of municipal property, or the exercise of authority to regulate, prohibit or impose requirements;

- (1) **NOW THEREFORE** the Council of the Village of Ashcroft, in open meeting assembled, enacts as follows:
- (2) This Bylaw may be cited as "Village of Ashcroft Consolidated Fees and Charges Bylaw No. 833, 2019".
- (3) The Village of Ashcroft Consolidated Fees and Charges Bylaw No. 833, 2019 shall impose the fees and charges as specified in the Schedules "A" through "K" and forming part of this Bylaw;

Schedule "A" Administration and Miscellaneous Fees
Schedule "B" Ashcroft Swimming Pool Rental Rates
Schedule "C" Drylands Arena Rental Rates
Schedule "D" Parks Rental Rates
Schedule "E" Ashcroft Community Hall Rental Rates
Schedule "F" Ashcroft Museum Research Fees
Schedule "G" Dog Control and Pound Operation Fees
Schedule "H" Cemetery Fees
Schedule "I" Water Fees
Schedule "J" Sewer Fees
Schedule "K" Solid Waste Collection Fees

- (4) That any charge is subject to discount by the Chief Administration Officer up to \$250 per instance. Any discount over \$250 requires a resolution of Council.
- (5) The Chief Administrative Officer or designate may recover any recreation fees or charges for different business activities affecting property or recreation.
- (6) That the following Schedules of the listed Bylaws be repealed:

Schedule "B" Bylaw No. 808, 2016 "Recreation Fees Bylaw"
Schedule "C" Bylaw No. 808, 2016 "Recreation Fees Bylaw"
Schedule "D" Bylaw No. 808, 2016 "Recreation Fees Bylaw"
Schedule "E" Bylaw No. 808, 2016 "Recreation Fees Bylaw"
Schedule "F" Bylaw No. 808, 2016 "Recreation Fees Bylaw"
Schedule "B" Bylaw No. 770, 2010 "Cemetery Amending Bylaw"

Schedule "A" Bylaw No. 797 "Water Regulations"
Schedule "A" Bylaw No. 796 "Sewer Regulations"
Schedule "A" Bylaw No. 785 "Solid Waste Collection Removal and Disposal
Bylaw"

- (7) If any section, subsection sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder.
- (8) This bylaw will take affect at adoption.

READ A FIRST TIME THIS DAY OF , 2019
READ A SECOND TIME THIS DAY OF , 2019
READ A THIRD TIME THIS DAY OF , 2019
RECONSIDERED AND ADOPTED THIS DAY OF , 2019

Barbara Roden, Mayor

, Chief Administrative Officer

Certified to be a true and correct copy of
Bylaw No. 833 as adopted by Council.

, Chief Administrative Officer

SDD

Schedule "A"

Administration and Miscellaneous Fees

Administration	Unit of Charge	Rate
NSF Cheque Service Charge		\$ 25.00
Property Tax Certificate Request		\$ 25.00
Building Information Request (BIR)	Per Request	\$ 75.00
Routinely Releasable Information	\$25.00/ first 30 minutes and \$12.50 per every ¼ hour afterwards)	\$50.00/hour
Photocopies		
Greyscale 8.5x11 per copy	Per page	.50
Greyscale 8.5x14 per copy	Per page	.50
Greyscale 11x17 per copy	Per page	1.00
Colour 8.5x11 per copy	Per page	1.00
Colour 8.5x14 per copy	Per page	1.25
Colour 11x17 per copy	Per page	2.00
Bulk copying may be negotiated		
Faxes and Scans, per page		.50
Other Services		
Official Community Plan	Per Document	\$ 10.00
Zoning Bylaw	Per Document	\$ 10.00
Subdivision Servicing & Development Bylaw	Per Document	\$ 10.00
Reprinted Tax/Utility Bills or Business License	Per Document	\$ 5.00
Business License Listing	Per Document	\$ 5.00
Village Pins	Each	\$ 1.00

Schedule "B"

Ashcroft Swimming Pool – Rental Rates

Classification	Time Period	Rate
Infant	N/A	Free
Child	Public Swim	\$2.00
	Season Pass	\$40.00
	Punch Card*	\$20.00
Youth OR Senior Citizen OR Disabled Persons	Public Swim	\$2.50
	Season Pass	\$45.00
	Punch Card*	\$25.00
Adult	Public Swim	\$3.00
	Season Pass	\$60.00
	Punch Card*	\$30.00
Family	Public Swim	\$10.00
	Season Pass	\$140.00
Group Rental Rate (includes 2 Lifeguards)	Per hour	\$125.00

* = 14 Sessions for the price of 10

Schedule "C"

Drylands Arena – Rental Rates

Classification	Time Period	Rate
Infant	N/A	Free
Child	Public Skate	\$1.50
	Season Pass	\$20.00
Youth OR Senior Citizen OR Disabled Persons	Public Skate	\$2.50
	Season Pass	\$40.00
Adult	Public Skate	\$3.00
	Season Pass	\$60.00
Family	Public Skate	\$10.00
	Season Pass	\$100.00
Drop in Hockey		\$5.00
Mom & Tots Skating		\$2.50
Sticks & Pucks	Per user	\$3.00

Classification	Definition	Rate (per hour)
Minor (Use of Ice)	Rentals where the majority of users are 18 years or younger	\$60.00
Adult (Use of Ice)	Rentals were the majority of users are 19 years or older	\$100.00
Minor (Dry Floor)	Rentals where the majority of users are 18 years or younger	\$30.00
Adult (Dry Floor)	Rentals were the majority of users are 19 years or older	\$40.00

Classification	Definition	Rate
Minor Special Events (Ice Use)	Rentals where the majority of users are 18 years or younger. These events could include tournaments, fundraising, exhibition games, etc.	6 Hours - \$325.00 8 Hours - \$400.00 12 Hours - \$575.00 16 Hours - \$725.00 Weekend - \$1500.00
Adult Special Events (Ice Use)	Rentals where the majority of users are 19 years or older. These events could include tournaments, fundraising, exhibition games, etc.	6 Hours - \$575.00 8 Hours - \$750.00 12 Hours - \$1100.00 16 Hours - \$1325.00 Weekend - \$2250.00
Special Events (Dry Floor) - Regular *	This covers a 3-day period - one day to setup, one day for event and one day for takedown. Beyond 3 days, \$50 will be charged per day	\$700.00
Special Events (Dry Floor) - Non- Profit*		\$300.00
Other Charges	Damage Deposit	\$500.00

Lounge Rental

Per hour	\$10.00
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Non-Resident Users

Ice users who do not physically reside within the boundaries of the Village of Ashcroft will be charged \$30.00 per person per season to a maximum of \$100.00 per family to use the Drylands Arena. Family rate applies to a maximum of five persons of an immediate family who all reside at the same physical address. These funds will be collected by their respective organization and remitted to the Village of Ashcroft along with a listing of their registered members. The payment and listing must be received by the Village by November 15th in each year.

Schedule "D"

Parks – Rental Rates

Annual Fees

Classification	Rates (per Year)
All Users before 17:00 hours	Free
Minor – 18 years old and younger after 17:00 hours	\$3.00 per player
Adult – 19 years old and older after 17:00 hours	\$6.00 per player

Tournament Fees

Classification	Rates (per Day)
Minor – Up to 16 teams	\$55.00
Minor – Over 16 teams	\$110.00
Adult – Up to 16 teams	\$110.00
Adult – Over 16 teams	\$220.00

Base Use Deposit

Per set = \$200.00 per use

Damage/Clean Up Deposit

Per Tournament = \$300.00

Schedule "E"

Ashcroft Community Hall – Rental Rates

Type of Use	Time Period	Rate
Kitchen	Per Day	\$10.00
Not-for-Profit Use	Hourly	\$5.00
	Per Day	\$40.00
Commercial/Private Use – Adult Aged	Hourly	\$10.00
	Per Day	\$80.00

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Schedule "F"

Ashcroft Museum – Research Fees

Classification	Unit of Charge	Rate
Research	\$25.00/first 30 minutes and \$12.50 per every ¼ hour afterwards	\$50.00/hour
Photocopying	Per Page	\$0.50
Digital Imaging	Personal	\$15.00
	Commercial	\$30.00

DRAFT

Schedule "G"

Dog Control and Pound Operation Fees

Annual License Fee	Rate
Each Altered Dog	\$10.00
Each Unaltered Dog	\$30.00
Dangerous Dog	\$100.00
Replacement of lost or damaged tag	\$5.00
Kennel	\$150.00
Surcharge applied after February 28 each calendar year	\$5.00
Impound Fees	
For seizing and impounding any LICENSED dog	
Seized and returned immediately to the owner	\$10.00
First Impoundment	\$25.00
Second Impoundment	\$50.00
Third Impoundment	\$100.00
Fourth and subsequent impoundments	\$200.00
Daily boarding fee	\$10.00
For seizing and impounding any UNLICENSED dog	
First impoundment	\$50.00
Daily boarding fee	\$10.00
Dog license (must purchased upon return of animal)	See appropriate fee above
For seizing and impounding any DANGEROUS dog	
Each offence	\$200.00
Daily boarding fee	\$10.00
If unlicensed, Dangerous dog license must be purchased upon return of animal	\$100.00
Animal Adoption	
Animal adoption fee	\$100.00

Schedule "H"

Cemetery Fees

Grave Space	Rate
Adult size grave space – resident (includes \$62.50 to Care fund)	\$250.00
Adult size grave space – non resident (includes \$75.00 to Care fund)	\$300.00
Cremated Remains – resident (includes \$25.00 to Care fund)	\$100.00
Cremated Remains – non resident (includes \$37.50 to Care fund)	\$150.00
Services	
Opening and closing for Burial - Adult size	\$250.00
Opening and closing - Cremated Remains	\$100.00
After Hours Burials	
Burials after 3:30 pm Monday – Friday – regular fee plus	\$200.00
Burials on Saturday, Sunday or Statutory Holiday – regular fee plus	\$200.00
Transfer of License	\$10.00
Memorial Installation	
Single Memorial Marker - 30cm x 50 cm (includes \$20.00 to Care fund)	\$100.00
Double Memorial Marker – 45 cm – 75 cm (includes \$20.00 to Care fund)	\$180.00
Grave Liners	
Full size grave (concrete)	\$400.00
Cremated Remains (poly)	\$100.00

Schedule "I"

Water Fees

Category	2019	2020 \$ Subsequent
Single Family Dwelling	\$478.00	\$550.00
Multi Family Dwelling – per single unit	\$478.00	\$550.00
Mobile Home	\$478.00	\$550.00
Hotel (including restaurant, beer parlour, rooms, lounge)	\$5750.00	\$6613.00
Restaurant 1-10 seats	\$687.00	\$790.00
Restaurant 11+ seats	\$1542.00	\$1773.00
Licensed Lounge	\$1542.00	1773.00
Laundromat, Per Washer	\$205.00	\$236.00
Service Station	\$514.00	\$591.00
Clinic / Train Station	\$1199.00	\$1379.00
Commercial 1-2 Washrooms	\$478.00	\$550.00
Post Office	\$925.00	\$1064.00
Supermarket	\$1542.00	\$1773.00
Church / Community Hall	\$478.00	\$550.00
School, Per Classroom	\$478.00	\$550.00
Hospital, Per Bed	\$478.00	\$550.00
Industrial Plant 1-2 Washrooms	3018.00	3471.00
RCMP Station	\$3085.00	\$3548.00
Curling Rink	\$478.00	\$550.00
Racquet and Leisure Centre	\$3596.00	\$4135.00
Courthouse	\$3104.00	\$3570.00
Unspecified, 1-2 Washrooms	\$478.00	\$550.00
Irrigation	\$4349.00	\$5001.00
Drip Irrigation	\$2130.00	\$2450.00
Car Wash – 2 Bay	\$1677.00	\$1929.00
Water on/off for repair	\$50.00	\$50.00
Cross Connection Turn on Fee	\$200.00	\$200.00
Third Party Purchase of Bulk Water	\$75.00 fixed rate and \$1.00 /m3 of water purchased	\$75.00 fixed rate and \$1.00 /m3 of water purchased
Application for Connection to Village Water Supply (if the Village has put in the connection)	\$1500.00 minimum fee	\$1500.00 minimum fee

Schedule "J"

Sewer Fees

Category	2019	2020 \$ Subsequent
Single Family Dwelling	\$448.00	\$504.00
Multi Family Dwelling – per single unit	\$448.00	\$504.00
Mobile Home	\$448.00	\$504.00
Hotel (including restaurant, beer parlour, rooms, lounge)	\$2103.00	\$2313.00
Restaurant 1-10 seats	\$715.00	\$787.00
Restaurant 11+ seats	\$1659.00	\$1825.00
Licensed Lounge	\$1659.00	\$1825.00
Laundromat, Per Washer	\$201.00	\$221.00
Service Station	\$458.00	\$504.00
Clinic / Train Station	\$458.00	\$504.00
Commercial 1-2 Washrooms	\$458.00	\$504.00
Post Office	\$458.00	\$504.00
Supermarket	\$1144.00	\$1258.00
Church / Community Hall	\$246.00	\$271.00
School, Per Classroom	\$458.00	\$504.00
Hospital, Per Bed	\$458.00	\$504.00
Industrial Plant 1-2 Washrooms	\$916.00	\$1008.00
RCMP Station	\$916.00	\$1008.00
Curling Rink	\$458.00	\$504.00
Racquet and Leisure Centre	\$2859.00	\$3145.00
Courthouse	\$2973.00	\$3270.00
Unspecified, 1-2 Washrooms	\$458.00	\$504.00
Car Wash – 2 Bay	\$1605.00	\$1766.00
Sewer Disconnection/Re-connection	Actual cost	Actual cost

Schedule "K"

Solid Waste Collection Removal and Disposal Fees

Classification	Rate
Collection Fees – Once per week	Per Cart
Solid Waste Residential Cart (240 litre)	\$117.00
Solid Waste Business Container (360 litre)	\$176.00
Solid Waste Commercial Container (1100 litre)	\$538.00
Collection Fees – Twice per week	Per Cart
Solid Waste Residential Cart (240 litre)	N/A
Solid Waste Business Container (360 litre)	\$352.00
Solid Waste Commercial Container (1100 litre)	\$1076.00
Additional Receptacle / Replacement Costs	
Solid Waste Residential Cart – Entire unit	\$75.00
Replacement Lid	\$35.00
Replacement Wheels	\$20.00
Solid Waste Business Container – Entire Unit	\$100.00
Replacement Lid	\$45.00
Replacement Wheels	\$20.00
Solid Waste Commercial Container – Entire unit	\$600.00
Replacement Lid	\$175.00

MEMO TO: MAYOR RODEN AND COUNCIL

MEMO FROM: YOGINDER BHALLA, CHIEF FINANCIAL OFFICER

DATE: JUNE 18, 2019

SUBJECT: BYLAW NO. 831 - PERMISSIVE EXEMPTIONS

BACKGROUND:

Section 224 of the Community Charter allows Council to exempt by bylaw for a period not longer than ten (10) years from municipal property taxes, certain parcels within the Village based on specified use. These are as follows:

Land or improvements -

- a. Owned or held by a charitable, philanthropic or other Not For Profit corporation and used for a purpose that council considers is directly related to the purposes of the corporation.
- b. Owned or held by a municipality, regional district or other local authority and used for a purpose of the local authority.
- c. That Council would consider qualifies for exemption under section 220 (general statutory exemptions) were it not for a secondary use.

DISCUSSION:

Bylaw No. 792 approved the 29th day of October 2014 provides exemption for the attached parcels for a period of five years, 2015 to 2019 inclusive unless the designated use of a parcel changes to a non-exemption function.

Registered Owner and/or

Commonly Known As

Ashcroft & District Curling Club
 Fraser Basin Property Society (St. Alban’s Anglican Church)
 Roman Catholic Bishop of Kamloops
 Trustees of Zion United Church
 Trust of the Congregation of Sage Hills Evangelical Free Church
 Royal Canadian Legion #77 (Cenotaph Site)

Legal Description

Lot B, Plan 21058, DL 423
 Lot 1, Block 10, Plan 189, DL 423
 Lot 7, Block 11, Plan 189, DL 423
 Lot 1, Block 14, Plan 189, DL 423
 Lot A, Plan KAP51944, DL 423
 Lot 6, Block 19, Plan 189, DL 423

Interior Health Authority (Ashcroft & District Hospital)

Lot 56, Plan 12400, DL 378 and Lot
1, KAP81072, DL 378 and pt of Lot
56 (B15126), DL 378

All of these properties with the exception of the Royal Canadian Legion #77 (Cenotaph Site) fall under Section 220 (statutory exemption) and the use and purpose of the Cenotaph Site is in agreement with Section 224.

Staff is no aware of any changes to the exemption status of the above properties. Not have any additional properties been added to the municipal taxation roll that are owned or held by a charitable, philanthropic or other not-for-profit corporation.

As bylaw No. 764 will no longer be valid for the period beyond 2019, Administration is asking that Council approve bylaw No. 831 to grant permissive exemption for an additional five years.

For Council's information, the attached schedule shows the amount of taxes forgone based on 2019 assessment values and 2019 tax rates.

RECOMMENDATION:

Administration recommends that, the council approve Bylaw No. 831 to approve permissive exemptions for a period of five years, 2020 to 2024 inclusive.

Respectfully submitted,



Yoginder (Yogi) Bhalla,
Chief Financial Officer

**VILLAGE OF ASHCROFT
PERMISSIVE EXEMPTIONS 2019**

Roll Number	Registered Owner	Legal Description	Assessment Class	2019 Assessed Value	2019 Municipal Rate	2019 Municipal Tax Exemption
00070.001	Ashcroft & District Curling Club	Lot 8, Plan 21058, DL 423	6	244,900	18.6411	\$4,565.20
00077.010	Fraser Basin Property Society (St. Alban's Anglican Church)	Lot 1, Block 10, Plan 189, DL 423	8	143,300	10.2034	\$1,462.15
00095.000	Roman Catholic Bishop of Kamloops	Lot 7, Block 11, Plan 189, DL 423	8	105,000	10.2034	\$1,071.36
00116.010	Trustees of Zion United Church	Lot 1, Block 14, Plan 189, DL 423	8	130,700	10.2034	\$1,333.59
00173.000	Royal Canadian Legion #77 (Cenotaph Site)	Lot 6, Block 19, Plan 189, DL 423	6	35,300	18.6411	\$658.03
00327.000	Interior Health Authority (Ashcroft & District Hospital)	Lot 56 Plan 12400, DL 378 and Lot 1 KAP81072, DL 378 and pt of Lot 56 (B15126), DL378	6	2,657,000	18.6411	\$49,529.33
00327.025	Interior Health Authority (Ashcroft & District Hospital)	Lot 56 (B15126), DL378	6	485,100	18.6411	\$9,042.78
00327.030	Interior Health Authority (Ashcroft & District Hospital)	Lot 1 KAP81072, DL 378	1	422,000	5.0589	\$2,134.87
00381.361	Trust of the Congregation of Sage Hills Evangelical Free Church	Lot A, Plan KAP51944, DL 423	8	336,800	10.2034	\$3,436.51
				4,560,100		\$73,233.82

THE CORPORATION OF THE VILLAGE OF ASHCROFT

BYLAW NO. 831

WHEREAS Section 224 of the Community Charter allows Council to exempt from municipal property taxes certain parcels within the Village based on specified use;

AND WHEREAS the exemption can be for a period not longer than 10 years;

THEREFORE the Council for the Corporation of the Village of Ashcroft hereby enacts as follows:

1. The parcels listed on Schedule "A" attached are exempt from municipal property taxes on the total assessed value of land and improvements;
2. That the period of exemption is for the years 2020 to 2024 inclusive, unless the designated use of a parcel changes to a non-exemption function;
3. This bylaw may be cited as "Permissive Tax Exemption Bylaw No.831, 2019".

READ A FIRST TIME THIS 24th DAY OF JUNE , 2019.

READ A SECOND TIME THIS 24th DAY OF JUNE , 2019.

READ A THIRD TIME THIS 24th DAY OF JUNE , 2019.

RECONSIDERED AND ADOPTED THIS DAY OF , 2019.

Barbara Roden, Mayor

J. Michelle Allen, Chief Administrative Officer

Certified to be a true and correct copy
of Bylaw No. 831 as adopted by Council.

J. Michelle Allen, Chief Administrative Officer

THE CORPORATION OF THE VILLAGE OF ASHCROFT

BYLAW NO. 831

SCHEDULE "A"

Registered Owner and/or Commonly Known As	Legal Description
Ashcroft & District Curling Club	Lot B, Plan 21058, DL 423
Fraser Basin Property Society (St. Alban's Anglican Church)	Lot 1, Block 10, Plan 189, DL 423
Roman Catholic Bishop of Kamloops	Lot 7, Block 11, Plan 189, DL 423
Trustees of Zion United Church	Lot 1, Block 14, Plan 189, DL 423
Trust of the Congregation of Sage Hills Evangelical Free Church	Lot A, Plan KAP51944, DL 423
Royal Canadian Legion #77 (Cenotaph Site)	Lot 6, Block 19, Plan 189, DL 423
Interior Health Authority (Ashcroft & District Hospital)	Lot 56 Plan 12400, DL 378 and Lot 1 KAP81072, DL 378 and pt of Lot 56 (B15126), DL378

THE CORPORATION OF THE VILLAGE OF ASHCROFT

BYLAW NO. 829

A bylaw to amend the Official Community Plan Bylaw 822, 2018

WHEREAS Council of the Village of Ashcroft has received an application to amend the Village of Ashcroft Official Community Plan Bylaw No. 822, 2018;

NOW THEREFORE the Council of the Village of Ashcroft, in open meeting assembled, hereby enacts as follows:

1. That the Village of Ashcroft Official Community Plan Bylaw No. 822, is hereby amended as follows:
 - a. Schedule B – Land Use Plan be amended as follows:

A portion of Lot A, Plan 34796, be rezoned from Industrial to Low Density Residential

Portions of Lot 1, Plan 18562 and Lot 2, Plan 18562 except Plan 39526 be rezoned from Industrial to Low Density Residential
2. If any section, subsection sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder.
3. This Bylaw may be cited as "Village of Ashcroft Official Community Plan Amendment Bylaw No. 829, 2019".

READ A FIRST TIME THIS	24th	DAY OF	JUNE	, 2019
READ A SECOND TIME THIS	24th	DAY OF	JUNE	, 2019
PUBLIC HEARING HELD THIS		DAY OF		, 2019
READ A THIRD TIME THIS		DAY OF		, 2019
RECONSIDERED AND ADOPTED THIS		DAY OF		, 2019

Barbara H. Roden, Mayor

Certified to be a true and correct copy
of Bylaw No. 829 as adopted by Council.

J. Michelle Allen, Chief Administrative Officer

JMA/kdw

THE CORPORATION OF THE VILLAGE OF ASHCROFT

BYLAW NO. 830

A bylaw to amend the Village of Ashcroft Zoning Bylaw No. 823, 2018

WHEREAS Council of the Village of Ashcroft has received an application to amend the Village of Ashcroft Zoning Bylaw No. 823, 2018;

NOW THEREFORE the Council of the Village of Ashcroft, in open meeting assembled, hereby enacts as follows:

- 1. That the Village of Ashcroft Zoning Bylaw No. 823, is hereby amended by adding the following:
 - a. Schedule B – Zoning Bylaw Map be amended as follows:
 - A portion of Lot A, Plan 34796, be rezoned from M1 Industrial to MH1 Mobile Home Park
 - Portions of Lot 1, Plan 18562 and Lot 2, Plan 18562 except Plan 39526 be rezoned from MH 1 Mobile Home Park to M1 Industrial
- 2. If any section, subsection sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder.
- 3. This Bylaw may be cited as "Village of Ashcroft Zoning Amendment Bylaw No. 830, 2019".

READ A FIRST TIME THIS	24th	DAY OF	JUNE	, 2019
READ A SECOND TIME THIS	24th	DAY OF	JUNE	, 2019
PUBLIC HEARING HELD THIS		DAY OF		, 2019
READ A THIRD TIME THIS		DAY OF		, 2019
RECONSIDERED AND ADOPTED THIS		DAY OF		, 2019

Barbara H. Roden, Mayor

Certified to be a true and correct copy of Bylaw No. 830 as adopted by Council.

J. Michelle Allen, Chief Administrative Officer

JMA/kdw



THOMPSON-NICOLA REGIONAL DISTRICT

Highlights from the Thompson-Nicola Regional District [Board of Directors' Meeting of July 11, 2019](#)

The Current

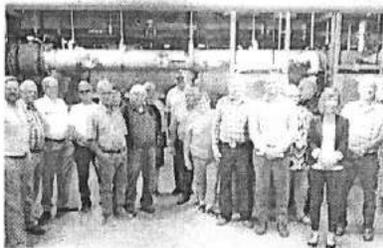
July 15, 2019

Board Education Session and Out of Town Meeting

The Board held its annual Out of Town Board Meeting in the Village of Chase. Chair Gillis welcomed members of the public in attendance and stated his appreciation for the educational events that the Board attended in and around the Chase area the previous day.

TNRD volunteers were recognized at an appreciation dinner on July 10th at the [Quaaout Lodge](#), with volunteers from the Agricultural Advisory Commission, Advisory Planning Commission, and community Fire Department Advisory Committees in attendance.

The Chair gratefully acknowledged the importance of community volunteers and expressed the TNRD's gratitude and hope to continue encouraging volunteerism in the future.



The Board Education Session included tours of [NRI Distribution](#) and [Harper's Trail Winery](#) to see examples of economic development in the region and were given a tour technology being used in the Village of Chase Water Treatment Plant.

Financing for Sun Peaks Infrastructure

The Board adopted Security Issuing Bylaw No. 2690 to borrow funds on behalf of the Sun Peaks Resort Municipality in order to finance the construction of a roof over the outdoor rink, and to build a new conference space and water treatment plant.

The Board consented to financing the debt in the amount \$3,420,000 in accordance with the following terms:

Municipality	L/A Bylaw Number	Purpose	Amount of Borrowing Authorized	Amount Already Borrowed	Borrowing Authority Remaining	Term Of Issue	Amount of Issue
Sun Peaks	0123, 2018	Expand Sun Peaks Centre	\$2,000,000	\$0	\$2,000,000	20	\$2,000,000
Sun Peaks	0124, 2018	Surface Water Treatment Plant	\$1,420,000	\$0	\$1,420,000	20	\$1,420,000
TOTAL			\$3,420,000		\$3,420,000		\$3,420,000

Read the report [here](#).

Funds Approved to Upgrade Pinantan Elementary School Playground

Director Rothenburger has allocated Federal Gas Tax funding to assist with playground upgrades at Pinantan Elementary School.

The current playground equipment is not suitable for preschool aged children and some of the equipment has been in place for a number of years, offering limited options.

The Board approved the expenditure of \$85,000 from Federal Gas Tax Revenues - Community Works Fund component to fund upgrades for the playground.

Read the report [here](#).

Agricultural Land Commission Applications

The Board recommended the following Agricultural Land Commission Applications for approval to the ALC:

- [Application No. ALR 150](#) for temporary non-farm use at 3469 Hwy 5A in Knutsford;
- [Applications No. ALR 152 and 154](#), to renew a 2009 non-farm use (quarry) and enable subdivision of parts of two parcels to consolidate with the McAbee Fossil Beds Provincial Heritage Site; and
- [Application No. ALR 153](#) for non-farm use of ~1 acre to enable an existing salvage and towing business at 6769 Hwy 97.

Cherry Creek Official Community Plan

A report requesting amendments to the Cherry Creek-Savona Official Community Plan (OCP) was received by the Board. An application was submitted to the TNRD for minor adjustments to the zoning and OCP boundaries on two parcels of land within the area.

All owners and tenants within 100 meters of the subject properties have been notified of the proposed amendments. The next step will involve a Public Hearing in conjunction with a regular Board Meeting in order to receive any public input for consideration.

Read the report [here](#).

Wildfire Pilot Project in Clearwater

Clearwater and Area was approved by the Board as the location for the Fraser Basin Council's (FBC) Wildfire pilot project. The FBC has worked with many organizations over the years to increase the coordination and communication of wildfire risk across jurisdictions, including industry groups, municipal, regional district and first nation governments, fire departments, etc.

Several TNRD Directors expressed interest in having the FBC pilot in their communities, and each potential pilot area was evaluated by criteria such as wildfire risk, fire protection capacity, potential business and tourism impacts, and more. FBC has secured multi-year funding to complete a wildfire project in the TNRD.

A meeting with the various impacted agencies will determine the scope of a project and how it may be beneficial to Clearwater and the area.

Read the report [here](#).

The next Regular Board Meeting is on August 15, 2019 at 1:15 pm.

Please note that The Current is not a substitute for the TNRD's Board meeting minutes, found on our website: www.tnrds.ca



**NOTES FROM THE JOINT PARA-TRANSIT COMMITTEE MEETING, TUESDAY,
JUNE 11, 2019 AT 11:00 AM IN THE ASHCROFT COUNCIL CHAMBERS**

PRESENT: Councillor Nadine Davenport, Village of Ashcroft
Councillor David Park, Village of Clinton
Councillor Wendy Coomber, Village of Cache Creek
Chelsea Mossey, Manager, Government Relations, BC Transit (on the phone)
Jack Keough, Yellowhead Community Services
Martin Dalsin, Chief Administrative Officer, Village of Cache Creek
Michelle Allen, Chief Administrative Officer, Village of Ashcroft

1. Welcome by Ashcroft Councillor Davenport

Councillor Davenport welcomed everyone to the meeting.

2. Introductions of those in attendance

A quick round-table introduction was carried out.

3. Review of Notes from April 2, 2019 meeting

The committee reviewed the notes from the meeting held on April 2, 2019 and adopted them as presented. These were previously distributed on April 3, 2019.

4. Unfinished Business

a. 100 Mile House Monthly Trip – New Schedule in Place

The 100 Mile House monthly trip is now on the last Monday of the month effective April 29. Reports are that the passengers are pleased with the schedule changes.

b. Village of Cache Creek – Request to join the local Para-Transit System

The committee reviewed the letter from the Village of Cache Creek dated April 30, 2019 advising that the Village of Cache Creek wishes to rejoin the local transit system. Councillor Coomber advised that Cache Creek is looking to have service instated as quickly as possible and would be satisfied with having service limited to a bus stop for the first few months. Cache Creek would like the opportunity to monitor the number of

passengers that use the system and determine from the users what type of door-to-door service would be requested.

The Committee agreed that a formal request would be presented to the Councils for the Village of Clinton and Village of Ashcroft agreeing to allow Cache Creek to join the system. Once these resolutions have been passed they will be forwarded to Chelsea Mossey so that the Annual Operating Agreement can be modified. Cache Creek will install their bus stop in the lower parking lot of the Cache Creek Community Hall with access off of Highway 97. Chelsea advised that she would request that the service amendment be effective on Monday, July 8, 2019.

Michelle advised that there is a Community Transit Partnership Agreement between the Villages of Clinton and Ashcroft that will have to be amended to include Cache Creek. This agreement will be modified and sent to all of the parties for approval as soon as possible.

c. **Other**

There were no other items brought forward under Unfinished Business.

5. **New Business**

a. **Summary of Ridership January 1 – April 30, 2019**

The committee reviewed the ridership statistics for the first four months of 2019. The passenger numbers were lower in February due to the bus being out of service for a few days.

b. **3 Year Expansion Initiatives**

Chelsea provided the committee with the information should the committee wish to expand service to 4 days per week starting in September 2020. The estimated annual net municipal share for this expansion is \$6,751. The committee agreed to request that this proposal be moved to the 2021/22 year. This action does not commit the committee to increasing the service but would make our request a higher priority. This will allow the committee to establish the passenger numbers and requests for service for a one year period now that Cache Creek is joining the system. Chelsea advised that she could take care of this on our behalf.

6. **Summary**

a. **Processing of Requests for After Hour Rentals**

Jack K. advised that BC Transit had some changes in personnel and the approval times for special requests was taking longer than necessary and was not giving YCS much time to arrange a driver. Michelle advised that Ashcroft was not copying YCS on all requests when they were being submitted to BC Transit to allow maximum notice. The new process seems to be working well.

b. Retirements

Michelle advised the committee that she was retiring effective August 2nd and this would be her last meeting. She thanked the committee for their cooperation and dedication to ensuring that our rural communities continued to have a transit service.

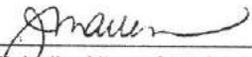
Jack K. advised that he was also retiring effective in August however he would be staying on the Yellowhead Community Service Board of Directors and may still attend some of the transit system meetings. He thanked everyone for supporting local transit for rural areas.

7. Date for Next Meeting

The next meeting will be held on Tuesday, September 10, 2019 at 11:00 am in the Village of Clinton Council Chambers. Michelle will contact the Clinton CAO to reserve the room.

The meeting terminated at 12:10 pm.

The foregoing is based on the writer's interpretation of the discussions held on Tuesday, June 11, 2019.



J. Michelle Allen, Chief Administrative Officer
Village of Ashcroft