DISTRICT OF PEACHLAND
COMMITTEE OF THE WHOLE AGENDA
Council Chambers – Community Centre
4450-6th Street Peachland
Tuesday, January 26, 2010 at 9:00 A.M.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. APPROVAL OF THE AGENDA
4. PRESENTATIONS AND DELEGATIONS
5. ADOPTION OF MINUTES
   a) Committee of the Whole Meeting minutes held Tuesday, January 12, 2010
6. REPORTS / DISCUSSION
   a) Bylaw No. 1931 Water Rates Request for Decision
   b) Wal-Mart Evergreen Grant Request for Decision
   c) Memorandum of Understanding - District of Peachland and Terasen Gas Request for Decision
   d) Development Permit - Curling Club Request for Decision
   e) Bylaw Contravention Notice, 5285 Tailyour Lane Request for Decision
   f) Briefing - Spirit of Peachland Award Restructuring For Information
   g) Briefing - Pesticide Bylaw Information For Information
   h) Civic Grant Awards Budget Discussion
   i) 2010 Capital Budget Budget Discussion
   j) Early Budget Approval - Vadim Server Replacement Budget Discussion
7. ADJOURNMENT
   Polly Palmer, Corporate Officer
   January 21, 2010
THE CORPORATION OF THE DISTRICT OF PEACHLAND

Committee of the Whole Meeting Minutes
Held Tuesday, January 12, 2010 at 9:00 a.m.
In the Council Chambers, Peachland Community Centre

PRESENT:
Chair Mayor Fielding, Councillors Bell, Condon, Fraser, Hurd, Moberg and Schierbeck
CAO Elsie Lemke
Corporate Officer Polly Palmer
Director of Finance Doug Pryde
Director of Operations Doug Allin
Director of Planning & Development Dave Smith
Fire Chief Grant Topham (part of meeting)

CALL TO ORDER:
Chair Fielding called the meeting to order at 9:00 a.m.

AMENDMENTS TO THE AGENDA
Add Item 4C(1) – Water Issues

APPROVAL OF THE AGENDA
MOVED by Councillor Hurd:
THAT the Agenda be approved as amended.
CARRIED.

PRESENTATION
BRENT ROAD SEWER SERVICE & TREPANIER FIRE PROTECTION
Jim Edgson, Director, Central Okanagan West Electoral Area presented studies regarding Brent Road Sewer & Trepanier Fire Protection.

It was noted that:
• A Fire Protection Study was completed regarding the Trepanier Bench area, and has been presented to the RDCO Board
• A volunteer fire department in Trepanier would be mutually beneficial to the District with forested / interface protection on the outskirts of Peachland
• There are no water systems currently in the area that can provide sustained fire flows or storage capacity for fire and rescue services
• Brent Road Sewer Study was presented to the RDCO Board noting that there are many failing or end of life systems in this area with significant distance to the nearest sewer collection area
• Trepanier Bench and Brent Road would have to either amalgamate with Peachland or a Local Service Area would be required
• The RDCO would be responsible for arranging a Local Service Area approval process, and all costs would be born by those served in the Local Service Area
• There is an inherent need to address these infrastructure concerns

Discussion ensued relative to:
• Current municipal infrastructure being capable of handling the additional services being proposed
• Brent Road topography constraints
• The Trepanier Bench area being an extreme fire hazard
The Brent Road and Trepanier Bench infrastructure concerns being a community driven process

Municipal staff providing Council with cost studies and reports regarding each option

MOVED by Councillor Condon:

THAT COTW directs staff to research the Trepanier Bench and Brent Road Electoral Area studies and refer back to the COTW with information on processes and costs for amalgamation and Local Service Areas;

AND THAT staff establishes projected timelines for project completion.

CARRIED.

Dan Huang, Urban Systems gave a presentation on the Multi-Use Walkway Project on Beach Avenue.

It was noted that:

- The Multi-use pathway improvement project has been identified in the Beach Avenue Neighbourhood Plan and District Official Community Plan
- Spirit Squares and Phase 1 Beach Avenue Walkway were completed in 2008/2009
- The District was the successful recipient of Infrastructure Stimulus Funding in Fall 2009, construction of the walkway must be completed by March 31, 2011
- The Guiding principles of the plan:
  - The Multi-use pathway will provide a showcase for the District, providing a continuous, assessable pathway connecting the two Spirit Squares
  - The pathway will promote mobility and encourage non-motorized transportation and transit
  - The plan will preserve the natural condition of the lake waterfront, and will utilize sustainable design alternatives where possible,
  - will strive to achieve no net loss of parking
  - The plan will use curb flares and crosswalks to serve as traffic calming devices
  - The walkway plan will balance the potential impacts of neighbouring property owners with the needs of the overall community
  - Construction plans will be timed to minimize the impacts on community events

Discussion ensued relative to:

- Alternative paving materials
- Consultation with homeowners who have encroached on municipal land
- The design of an access lane

Councillor Bell left the meeting at 11:02 am.
Councillor Bell returned to the meeting at 11:04 am.
The nature of parking along Beach Avenue
Engaging a communications representative to promote the project
Proposed project timelines:
- Functional Design Drawings – mid January – end of February
- Public Open House – mid February
- Detailed Design Drawings – March - mid May
- Public Open House #2 – mid May
- Tender Period – end of May – mid June
- Construction – mid July – end of November
The need to provide enough time for public consultation
Providing alternative option to plain paved surface

Councillor Moberg left the meeting at 11:12 am.
Councillor Moberg returned to the meeting at 11:16 am.

BREAK
COTW recessed at 11:16 am

RECONVENE
COTW reconvened at 11:36 am

CAPITAL GRANT FUNDING UPDATE
Dan Huang, Urban Systems, gave a presentation on 2009 Capital Grant Projects.

It was noted that:
- The District received two significant senior government grants for two capital projects: Priority 1 Water System Improvements and Turner Avenue Sidewalk Enhancements
- The District came under budget on both projects, staff has contacted the grant programs to identify projects that would be acceptable for the residual funds
- A parks irrigation water management system is proposed with the residual money from the MRIF grant; this system will reduce the water consumption in the parks and use intelligent real – time weather data
- The Towns for Tomorrow grant re-allocation project money could be used for swim bay improvements, 13th street pier, and the sidewalk from 1st Avenue to Princeton Tunnel

Discussion ensued relative to:
- Proposed Princeton Tunnel improvements would include rock work around the entrance of the tunnel.

MOVED by Councillor Schierbeck:

THAT COTW receives the report prepared by Urban Systems regarding the Capital Grant Funding Update for information.

CARRIED.

WATER ISSUES
Councillor Condon inquired relative to the Sensitivity Analysis Report on water availability in Peachland. The Sensitivity report will allow a range of variables that are impacted by the environment. Such variables could include climate change, and Pine Beetle kill.
The District is seeking planning grants for 2010; Infrastructure Planning Grant has January 27, 2010 deadline, this report falls under the scope of this grant.

A report will be prepared for the budget process commencing on January 26, 2010 regarding the Sensitivity Analysis Report.

MINUTES

ADOPTION OF MINUTES

MOVED by Councillor Hurd:

THAT COTW adopts the minutes from the COTW meeting held December 8, 2009 as presented.

CARRIED.

REPORTS / DISCUSSION

TERASAN GAS MOU WITH THE DISTRICT

Director of Planning and Development Dave Smith introduced Wade Brenner from Terasen Gas to speak relative to the Memoranda of Understanding (MOU) between the District and Terasen Gas.

Wade Brenner noted:

- that the MOU makes provisions for Terasen Gas to act as the utility administering the Curling Rink energy system using an energy recovery system (ERS)
- The ERS will be owned, operated and managed by Terasen and will assume all costs associated as well as operational risk
- The Curling rink system will be more efficient than conventional designs and will have the adaptability to be integrated into a District Energy System (DES) utilizing geothermal technology
- The District signed on to the BC Climate Action Charter in September 2007, as a commitment to engaging and implementing energy saving technology and reducing Green House Gasses

Discussion ensued relative to:

- The MOU outlines District and Terasen Gas involvement conducting a joint study related to the feasibility of implementing an ERS system
- The costs of the feasibility study will include an initial investment from the District, Terasen Gas will bear their expenses and third party expenses
- In the event that the project is terminated or that the District does not move forward with the project, the District will compensate Terasen Gas for third party expenses related to the feasibility study
- The potential energy savings using an ERS

MOVED by Councillor Condon:

THAT subject to written notification from the Curling Club approving the District signing the Memorandum of Understanding (MOU) between the District of Peachland and Terasen Gas Inc, the COTW recommends that Council approve staff working with Terasen Gas to develop the MOU pertaining to the provision of energy for the Peachland Curling Club;

AND THAT the MOU provide for the possibility that new development or redevelopment in the general area will connect to a District Energy System (DES).

CARRIED.
A report regarding the Towns for Tomorrow Grant Projects was presented.

Discussion ensued relative to using the residual grant money for sidewalk improvement as per the original grant designation.

MOVED by Councillor Condon:

THAT COTW recommends that Council direct staff to seek opportunities through the Towns for Tomorrow Grant Program to maximize the funding awarded to the District of Peachland;

AND THAT COTW determine the priority of projects as outlined in the report to COTW dated January 5, 2010 as:
1. Repairs to the Swim Bay Wheel Chair Ramp
2. Rock Wall from the tunnel to the mural at the public washrooms
3. 13th Street Pedestrian and Fishing Pier

CARRIED.

A report regarding the Municipal Rural Infrastructure Fund Grant Projects was presented.

MOVED by Councillor Condon:

THAT COTW recommends that Council direct staff to seek funding opportunities through the Municipal Rural Infrastructure Fund Grant Program to maximize the funding awarded to the District of Peachland.

CARRIED.

A report from the Chief Administrative Officer Elsie Lemke was presented regarding a new Municipal Logo.

Discussion ensued relative to expenditure in the 2010 budget for a new municipal logo.

MOVED by Councillor Fraser:

THAT COTW recommends that Council adopts the previously held Municipal Logo depicting mountains and a sail boat on Okanagan Lake;

AND THAT $5,000.00 not be set aside in the 2010 budget for a new logo process.

CARRIED.

A report from the Director of Finance Doug Pryde regarding a request for property tax penalty reimbursement was presented.
MOVED by Councillor Condon:

THAT COTW recommends that Council deny the request from R. Lawrence Nicholson to write off the property tax late payment penalty on his property located at #304-4630 Ponderosa Drive.

CARRIED.

PARKS AND RECREATION MASTER PLAN

The Parks and Recreation Master Plan was presented by Chief Administrative Officer Elsie Lemke.

Discussion ensued relative to:
- An RV Campground operating independently of the Plan
- The Plan operating as a living document, accessible to Council to change as they see fit
- The Plan operating as a guide for future research and consultation
- Sections of the Plan being delegated to the Peachland Economic Development Committee

MOVED by Councillor Schierbeck:

THAT the COTW recommends that Council adopt the Parks and Recreation Master plan as prepared by Professional Environmental Recreation Consultants Ltd. dated November 17, 2009, as a guide for future research and consultation.

CARRIED.

ADJOURNMENT

MOVED by Councillor Condon:

THAT the Committee of the Whole Meeting adjourn at 1:43 pm.

CARRIED.

Certified Correct. _____________________  ________________________
Mayor     Corporate Officer

Dated at Peachland, B.C.
This day of , 2009.
To: COTW
From: Doug Pryde, Director of Finance
Date: January 19, 2010
Subject: 2010 Water Rates Bylaw
Recommendation: THAT the COTW recommends that Council gives three readings to Water Rates Bylaw Number 1931, 2010; AND THAT Water Rates Bylaw Number 1713, 2009 and all its amendments be repealed.

Implications of Recommendation:

General:
As part of the strategic planning process, Council identified the water systems as one of their top priorities to ensure the provision of safe drinking water by maintaining infrastructure and surveillance of the water systems. Water metering is identified in the Water Master Plan adopted by Council in 2007.

Organizational:
Commencing this year, utility billings will include water, sewer and solid waste assessed on a quarterly basis starting in April for the January 1st to March 31st consumption period. More information on water metering in 2010 will be posted in the local media and District website.

Financial:

On November 24, 2009, the Committee of the Whole recommended that staff bring forward a bylaw incorporating Urban System’s recommendations that the Draft Water Rate Schedule for 2010 be set as follows:

- Residential base rate at $18.50 per month.
- Consumption rate at $0.30 per cubic meter for the first 400 cubic meters per quarter.
- Consumption rate above 400 cubic meters per quarter at $0.50 per cubic meter.
- Non-residential (mobile home, apartment, commercial, institutional, industrial) base rate determined by meter size.
- Non-residential consumption rate at $0.30 per cubic meter.
- Agricultural rate for bona fide (Class 9) farming or Agricultural Land Reserve properties at $0.05 per cubic meter.
These rates will generate approximately $915,100 in water user fee revenue based on consumption estimates identified in the Draft Water Rate Structure report dated November 17, 2009 prepared by Urban Systems. The recommendation from this report included increasing the quarterly residential base rate from $36, identified on the mock billings, to $51 per quarter to fund a projected deficit of approximately $118,000 which is directly correlated to consumption and conservation. At the committee meeting, Urban Systems recommended increasing this quarterly residential base rate to $55.50 in order to fund updated estimated revenue shortfalls in the amount of $153,100.

Staff recently reviewed the proposed water operating budget to confirm estimated user fee revenue is sufficient to cover projected operating costs and allow for an approximate ten percent contingency factor for risk of higher water conservation. The proposed water operating budget has been amalgamated under one water rate structure consolidating systems one and two. This has a minimal financial impact on system one users who will pay approximately five more dollars per year as a result of this amalgamation. The two systems will continue to operate separately in terms of water source until System Two water pumps fail beyond repair, or the completion of water system improvements indentified in the Water Master Plan.

Early payment discounts will no longer apply because property owners are billed for actual consumption versus being billed for future consumption under the previous annual flat rate structure.

Policy:
According to Section 194 of the Community Charter, a council may, by bylaw, impose a fee payable in respect of all or part of a service of the municipality. A municipality must make available to the public, on request, a report respecting how a fee imposed was determined.

As a new requirement, the Financial Plan includes the following policies with respect to revenue sources:

- Ensure that fees and charges are increased on a regular basis in line with inflation while ensuring that services remain affordable and competitive;
- Where possible, the District will endeavor to supplement revenues from user fees and charges, rather than taxation, to lessen the burden on its limited property tax base.

BACKGROUND: N/A
REPORT/DOCUMENT: Attached: X Available: Nil:


OPTIONS: 1. COTW COULD CHOOSE TO SUPPORT THE RECOMMENDATION.
2. COTW COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION.
3. COTW COULD CHOOSE TO REFER THIS TO STAFF FOR FURTHER INFORMATION.
MEMORANDUM

date: November 17, 2009
to: Doug Allin, District of Peachland
cc: Dan Huang
file #: 0655.0142.01
subject: DRAFT WATER RATE STRUCTURE

The District of Peachland, as a member of the Westside Joint Water Committee, has initiated a program of Universal Water Metering for all residential, non-residential, and agricultural properties within the municipality. Water meters are an integral part of the Water Master Plan endorsed by Council in 2007, as they will assist in achieving the District’s goal of 25% water conservation to promote sustainability of the resource and financial viability of future capital improvements.

Background
In 2008, the District began reviewing its water usage in order to establish a potential water rate, based on the following guiding principles:

- Promote water conservation while still maintaining a level of landscaping in the community
- Establish a rate structure which promotes conservation while not being overly punitive
- Protect agriculture as a community resource – agricultural rate structure based on ALR properties and bona fide agricultural operations (BC Assessment Authority Class 9 Farm properties)
- Provide a certain degree of equity that reflects different land uses
- Maintain overall rate stability (based on fluctuating demands by season / land use) for the long-term operation of the water utility

Through a series of discussions with District staff and Council, an interim water rate structure was established to be utilized in the “mock billing” program undertaken between January and September 2009, on a quarterly basis (Q1 through Q3). The rates established by Council for mock billing purposes are as follows:

- Residential Base Rate = $12.00 per month ($36 per quarter)
- Consumption Rate = $0.30 per cubic metre, for the first 400 m$^3$ per quarter
- Consumption Rate above 400m$^3$ = $0.50 per cubic metre
- Non-residential (mobile home, apartment, commercial, institutional, industrial) Base Rate determined by meter size
- Non-residential Consumption Rate = $0.30 per cubic metre
- Agricultural Rate for bona fide (Class 9) farming or ALR = no specific rate provided for mock billing (consumption only), so a rate of $0.05 per cubic metre applied for review purposes
Observations
Detailed meter readings began in January 2009, with mock billing cycles every three months (quarter). As meters were continually being installed through 2009, as well as the “kinks” being worked out of the billing system, the data and analysis became more accurate as each quarterly cycle progressed. Initial summaries from each of the quarters are outlined in the tables below.

### District of Peachland Water Usage - Q1 2009 Summary

<table>
<thead>
<tr>
<th></th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>113,779</td>
<td>cubic metres</td>
</tr>
<tr>
<td>113,779,380</td>
<td>litres</td>
</tr>
<tr>
<td>253</td>
<td>litres per capita (5,000) per day (90 days)</td>
</tr>
<tr>
<td>34,688,835</td>
<td>US Gallons</td>
</tr>
<tr>
<td>77</td>
<td>gallons per capita (5,000) per day (90 days)</td>
</tr>
<tr>
<td>1,915</td>
<td>properties</td>
</tr>
<tr>
<td>660</td>
<td>litres per property per day (91 days)</td>
</tr>
<tr>
<td>$107,172.08</td>
<td>TOTAL Q3 NON-ADJUSTED TOTAL</td>
</tr>
<tr>
<td>$107,172.08</td>
<td>TOTAL Q3 ADJUSTED TOTAL</td>
</tr>
<tr>
<td>$107,172.08</td>
<td>TOTAL Q3 ESTIMATED REVENUE (WITH ANOMALIES)</td>
</tr>
</tbody>
</table>

### District of Peachland Water Usage - Q2 2009 Summary

<table>
<thead>
<tr>
<th></th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>575,786</td>
<td>cubic metres</td>
</tr>
<tr>
<td>575,786,280</td>
<td>litres</td>
</tr>
<tr>
<td>1,265</td>
<td>litres per capita (5,000) per day (91 days)</td>
</tr>
<tr>
<td>175,544,598</td>
<td>US Gallons</td>
</tr>
<tr>
<td>366</td>
<td>gallons per capita (5,000) per day (91 days)</td>
</tr>
<tr>
<td>2,033</td>
<td>properties</td>
</tr>
<tr>
<td>3,112</td>
<td>litres per property per day (91 days)</td>
</tr>
<tr>
<td>$284,190.71</td>
<td>TOTAL Q3 NON-ADJUSTED TOTAL</td>
</tr>
<tr>
<td>$233,037.00</td>
<td>TOTAL Q3 ADJUSTED TOTAL</td>
</tr>
<tr>
<td>$232,347.39</td>
<td>TOTAL Q3 ESTIMATED REVENUE (WITH ANOMALIES)</td>
</tr>
</tbody>
</table>
MEMORANDUM
Doug Allin, District of Peachland
0655.0152.01
November 17, 2009
Page 3 of 5

Agenda Item # 6a)

District of Peachland Water Usage - Q3 2009 Summary

<table>
<thead>
<tr>
<th>Property Size</th>
<th>Q1</th>
<th>Q2</th>
<th>Q3</th>
<th>Q4 (estimated)</th>
<th>Total (approx.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.25 acre</td>
<td>$53.74</td>
<td>$104.28</td>
<td>$184.62</td>
<td>$53.74</td>
<td>$396</td>
</tr>
<tr>
<td>0.25 acre</td>
<td>$44.41</td>
<td>$69.72</td>
<td>$79.18</td>
<td>$44.41</td>
<td>$238</td>
</tr>
<tr>
<td>0.25 acre (non-farm)</td>
<td>$42.52</td>
<td>$129.74</td>
<td>$136.73</td>
<td>$42.52</td>
<td>$350</td>
</tr>
<tr>
<td>0.70 acre (non-farm)</td>
<td>$39.14</td>
<td>$106.57</td>
<td>$523.00</td>
<td>$39.14</td>
<td>$708</td>
</tr>
<tr>
<td>2.0 acre (non-farm)</td>
<td>$47.03</td>
<td>$109.28 (res)</td>
<td>$467.69 (irr)</td>
<td>$105.75 (res)</td>
<td>$353.63 (irr)</td>
</tr>
<tr>
<td>8.6 acre farm</td>
<td>$42.49 (res)</td>
<td>$45.38 (res)</td>
<td>$52.51 (res)</td>
<td>$42.49 (res)</td>
<td>$541</td>
</tr>
</tbody>
</table>

Water usage clearly increased from Q1 to Q2 and peaked in Q3 (July, August and September) with over 854,000 cubic metres of metered water consumed during the summer months. Of all properties metered during this time, the percentage of properties which used less than 400 cubic metres per quarter (the Tier 1 rate cut-off) was as follows: 99% in Q1, 88% in Q2, and 75% in Q3. Bear in mind that some of those who used above 400 cubic metres in the quarter used significantly more (although many of those properties were bona fide farms or ALR).

A few comparative examples of mock billing rates are provided below for discussion purposes (names and addresses are not provided).

The current residential flat rate for water consumption is $308.45 for Water System #1 and $375.71 for Water System #2. There is also an acreage charge for properties over 0.50 acres, at $103.75 per acre. For the most part, the mock billings are roughly the same as the current residential flat rate, although there are always some exceptions – some are lower, and some are markedly higher based on the consumption patterns of each property. Regarding the question of “green credits”, there is no direct...
correlation between the amount of fruit trees or vegetables planted on the property and the consumption of water – much of it seems to be related with the outdoor irrigation patterns for lawns. Given the lack of correlation between fruit trees and water consumption, and the administrative and other challenges associated with providing a green credit for the number of trees planted, it is not recommended at this time.

A detailed spreadsheet for each quarter (Q1 through Q3, 2009) has been prepared which calculates the potential revenue generated based on the mock rates, adjusting for a number of factors (agriculture, ALR, District of Peachland properties, and other anomalies). We will have more detailed information available at the Committee of the Whole presentation, should Council wish to delve further into specific issues.

Annual Summary
Based on an estimate of Q4 usage, and using the mock rates established by Council, the following is an estimate of the annual summary of water usage and projected revenues.

<table>
<thead>
<tr>
<th>Peachland Water Rate Structure - Annual Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>cubic metres</td>
</tr>
<tr>
<td>litres per capita (5,000) per day</td>
</tr>
<tr>
<td>Gallons per capita (5,000) per day</td>
</tr>
<tr>
<td>properties</td>
</tr>
<tr>
<td>gallons per capita (5,000) per day</td>
</tr>
<tr>
<td>litres per property per day</td>
</tr>
<tr>
<td>TOTAL Q3 ESTIMATED REVENUE</td>
</tr>
</tbody>
</table>

The "good news" is that, on average, the estimated amount of water used by each Peachland resident is 889 litres per capita per day. When accounting for only domestic (indoor and outdoor household) use, that figure is reduced to approximately 736 litres per capita per day. It seems that the community has already started to conserve water in the community, and is taking a step in the right direction to matching the provincial average of 680 lpcpd (only an additional 8% reduction to go). However, the ironic "bad news" is that the more water Peachland residents conserve, the less potential revenue is achieved. Based on an operating budget of $800,000 with a 10% contingency to cover additional conservation measures in 2010, there is a projected revenue shortfall of approximately $119,000. Therefore, the draft water rate structure must be reviewed and discussed to determine where it can be adjusted to accommodate this potential deficit.
Options
We have identified 3 options for discussion which could potentially provide the additional revenue needed to make up for the projected deficit. They are as follows:

1. Increase the residential base rate from $12 per month ($36 per quarter) to $17 per month ($51 per quarter). This would raise approximately an additional $117,000 annually based on the number of residential connections.

2. Raise the Tier 1 consumption rate from $0.30 per m$^3$ to $0.40 per m$^3$, while keeping the Tier 2 consumption rate at $0.50. Based on 2009 consumption rates, this would potentially raise an additional $124,000 (but revenues would be solely dependent on consumption).

3. Raise the agricultural consumption rate from $0.05 per m$^3$ to $0.08 per m$^3$. Based on 2009 consumption rates, this would potentially raise an additional $118,000 (but again, revenues would be solely dependent on consumption).

Given the potential fluctuations for usage (and revenues) for Options 2 and 3, we recommend that Option 1 be considered by the District, at least for the base year 2010 for metered water rates.

Recommendations
Based on the above information, and previous discussions with staff and Council, it is recommended that the Draft Water Rate Schedule for 2010 be set as follows:

- Residential Base Rate = $17.00 per month ($51 per quarter)
- Consumption Rate = $0.30 per cubic metre, for the first 400 m$^3$ per quarter
- Consumption Rate above 400m$^3$ per quarter = $0.50 per cubic metre
- Non-residential (mobile home, apartment, commercial, institutional, industrial) Base Rate determined by meter size
- Non-residential Consumption Rate = $0.30 per cubic metre
- Agricultural Rate for bona fide (Class 9) farming or ALR = $0.05 per cubic metre

We trust that this information is helpful, and we look forward to a detailed discussion with Council at the upcoming Committee of the Whole meeting on November 24, 2009.

**URBAN SYSTEMS LTD.**

[Signature]
Dan Huang, M.Pl., MCIP
Senior Planner / Principal


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Bylaw No. 1931 Water Rates
THE CORPORATION OF THE DISTRICT OF PEACHLAND

BYLAW NUMBER 1931

A Bylaw to Establish and Regulate Water Rates within the District of Peachland

WHEREAS the Council of the District of Peachland is authorized pursuant to the Community Charter to establish fees and fix the rates and terms under which water may be supplied and used;

AND WHEREAS the Council of the District of Peachland may provide by bylaw pursuant to the Community Charter the classification of users and prescribe different rates, terms and conditions for different users;

AND WHEREAS it is deemed necessary to establish a new water rate structure within the District of Peachland;

NOW THEREFORE, the Council of the Corporation of the District of Peachland, in Open Meeting assembled, ENACTS AS FOLLOWS:

1. TITLE

This Bylaw may be cited for all purposes as "Water Rates Bylaw Number 1931, 2010."

2. INTERPRETATION

In this Bylaw, unless the context otherwise requires:

"After Hours Call Out" shall mean requests for service from the District of Peachland requiring a response after the regular hours of operations and/or any time during Saturday, Sunday and Statutory Holidays.

"Agricultural Allocation Fee" shall mean the fees charged for using water for non-residential purposes in the Agricultural Land Reserve or bona fide agricultural land.

"Base Fee" shall mean the minimum fee for water supply regardless of quarterly water use.

"Non-Domestic Allocation Fee" shall mean the fees charged for using water on non-residential or agricultural land.

"Collector" shall mean the individual appointed by the Municipal Council.

"Connection" or "Connect" shall mean tying into, tapping or otherwise connecting to the waterworks system of the Municipality by means of pipes, valves, fittings or other apparatus;

"Connection Charge" shall mean the fee charged for the water connection inspection, administration, installation of a service box, and turning on a new water service.

"Consumption Charge" shall mean the volume of water used multiplied by the Consumption Rate

"Consumption Rate" shall mean the price of water per cubic metre that is charged to properties with a water connection and water meter in accordance with this Bylaw.

"Council" shall mean the duly elected municipal Council of the Corporation of the District of Peachland.

"Municipality" shall mean the Corporation of the District of Peachland.
“Obstructed Meter read” shall mean that the water meter could not be read due to some action or inaction of the property owner or occupier.

“Owner” shall mean the duly registered own of real property.

“Quarter” shall mean a three month period within a calendar year, specifically January to March, April to June, July to September, and October to December.

“Residential Allocation Fee” shall mean the fees charged for using water for residential purposes.

“Temporary Fire Hydrant User Fee” shall mean the fees and charges to use a water utility fire hydrant that is charged on a per hydrant basis per week, or part thereof.

“Turn-Off” shall mean to discontinue the water service at the service box or by such other means as deemed appropriate.

“Turn-On” shall mean to commence the water service at the service box or by such other means as deemed appropriate.

“Unmetered” shall mean a water service without a water meter,

“Water Meter” shall mean a device owned by the District installed on the owner’s property used to measure the quantity of water used by a customer.

“Waterworks System” shall mean the entire waterworks system of the District of Peachland including, with limitation, the distribution system, intake and any other water treatment plants.

3. RATES

3.1 Rates and charges referred to in Schedule “A” attached hereto is hereby made an integral part of this Bylaw.

3.2 Every water user shall pay to the Municipality the applicable rates set out in Schedule A.

3.3 All properties having water service are liable to pay the rates levied under this Bylaw and the same shall be calculated from the date of turn-on and shall continue to pay such rates until the date of turn-off. The rates payable in respect to the month of turn-on and turn-off shall be pro-rated as the circumstances of any case requires.

4. BILLINGS AND COLLECTIONS

4.1 Rates and charges established by the Municipality shall be calculated on a quarterly basis based on metered flows. Billings for all properties shall have bills prepared on a quarterly basis.

4.2 Any properties which do not have an installed water meter in accordance with this Bylaw shall be billed based on an unmetered water rate.

4.3 All rates and charges shall be billed to the property owner and are the responsibility of the registered owner of that property.

4.4 Failure to receive billings will not exempt the property owner from liability to pay by the due date, or as a valid reason for late payment.

4.5 Rates and charges are due and payable as per the invoice provided by the Municipality. Any unpaid charges shall be deemed to be payment overdue, with payment recovery methods by the Collector in accordance with the provisions of the Community Charter.
6. APPLICABILITY

This Bylaw applies to all owners and properties which are connected to the waterworks system of the Municipality.

7. SEVERABILITY

If any section, subsection, or paragraph of this Bylaw is found invalid by a decision of a Court or competent jurisdiction, the invalid section, subsection, or paragraph shall be severed without effect on the remainder of the Bylaw.

8. REPEAL

The Corporation of the District of Peachland Water Rates Bylaw No. 1713, 2004 and all amendments attached thereto are hereby repealed.

READ A FIRST TIME This Day of , 2010

READ A SECOND TIME This Day of , 2010

READ A THIRD TIME This Day of , 2010

FINALLY RECONSIDERED AND ADOPTED This Day of , 2010

_________________________________  _____________________________
Mayor       Corporate Officer

Dated at Peachland, B. C.
This ___ Day of __________, 2010
## RATES AND CHARGES

### Metered Water Rates

<table>
<thead>
<tr>
<th>Single Detached Residential Allocation Fee</th>
<th>Base Fee</th>
<th>$55.50 per quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consumption Fee (0 – 400 m³ of water use)</td>
<td>$0.30 per m³ per quarter</td>
<td></td>
</tr>
<tr>
<td>Consumption Fee (&gt; 400 m³ of water use)</td>
<td>$0.50 per m³ per quarter</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Multiple Unit Residential and Non-Domestic Allocation Fee</th>
<th>Base Fee based Meter Size:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 38mm (1.5&quot;)</td>
<td>$120.00 per quarter</td>
</tr>
<tr>
<td>50mm (2&quot;)</td>
<td>$134.00 per quarter</td>
</tr>
<tr>
<td>75mm (3&quot;)</td>
<td>$296.00 per quarter</td>
</tr>
<tr>
<td>100m (4&quot;)</td>
<td>$517.00 per quarter</td>
</tr>
<tr>
<td>150mm (6&quot;)</td>
<td>$665.00 per quarter</td>
</tr>
<tr>
<td>200mm (8&quot;) or greater</td>
<td>$887.00 per quarter</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agricultural Allocation Fee</th>
<th>Base Fee</th>
<th>$0.00 per quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consumption Fee (for each m³)</td>
<td>$0.05 per m³ per quarter</td>
<td></td>
</tr>
</tbody>
</table>

### Unmetered Water Rates

<table>
<thead>
<tr>
<th>Residential Allocation Fee</th>
<th>Initial Fee</th>
<th>$120.00 per quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee after First Written Warning for non-installation of water meter</td>
<td>$160.00 per quarter</td>
<td></td>
</tr>
<tr>
<td>Fee after Second Written Warning for non-installation of water meter</td>
<td>$200.00 per quarter</td>
<td></td>
</tr>
<tr>
<td>Fee as of April 1, 2010</td>
<td>$250.00 per quarter</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Multiple Unit Residential and Non-Domestic Allocation Fee</th>
<th>Initial Fee</th>
<th>$300.00 per quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee after First Written Warning for non-installation of water meter</td>
<td>$600.00 per quarter</td>
<td></td>
</tr>
<tr>
<td>Fee after Second Written Warning for non-installation of water meter</td>
<td>$900.00 per quarter</td>
<td></td>
</tr>
<tr>
<td>Fee as of April 1, 2010</td>
<td>$1,200.00 per quarter</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agricultural Allocation Fee</th>
<th>Initial Fee</th>
<th>$300.00 per quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee after First Written Warning for non-installation of water meter</td>
<td>$600.00 per quarter</td>
<td></td>
</tr>
<tr>
<td>Fee after Second Written Warning for non-installation of water meter</td>
<td>$900.00 per quarter</td>
<td></td>
</tr>
<tr>
<td>Fee as of April 1, 2010</td>
<td>$1,200.00 per quarter</td>
<td></td>
</tr>
</tbody>
</table>
Fees for New Meter Installations on New Construction

Actual cost of water meter plus the cost of meter inspection

Water Connection Charges

**Serviced Property** (i.e. existing connection between watermain and property line)

<table>
<thead>
<tr>
<th>Size</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 25mm (1”) service</td>
<td>$375.00</td>
</tr>
<tr>
<td>25mm (1”) service</td>
<td>$450.00</td>
</tr>
<tr>
<td>38mm (1.5”) service</td>
<td>$550.00</td>
</tr>
<tr>
<td>50mm (2”) service</td>
<td>$750.00</td>
</tr>
<tr>
<td>Greater than 50mm (2”) service</td>
<td>At Cost Plus 15% administration</td>
</tr>
</tbody>
</table>

**Un-serviced Property** (i.e. no connection between watermain and property line)

Actual Cost of installation, plus charges above for Serviced Property

Temporary Fire Hydrant User Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connection Fee</td>
<td>$100.00 per hydrant per week, or portion thereof</td>
</tr>
</tbody>
</table>

Fire Hydrant Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application for a new fire hydrant</td>
<td>$50.00 per hydrant</td>
</tr>
<tr>
<td>Installation of a new fire hydrant</td>
<td>Actual cost plus 15% administration costs per hydrant</td>
</tr>
<tr>
<td>Use of a hydrant without approval</td>
<td>$1,000.00 per occasion</td>
</tr>
<tr>
<td>Fire Hydrant Flow Test:</td>
<td></td>
</tr>
<tr>
<td>(i) First Test</td>
<td>$330.00 per test</td>
</tr>
<tr>
<td>(ii) Additional tests in immediate area at the same time</td>
<td>$100.00 per test</td>
</tr>
</tbody>
</table>

Additional Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter Re-read at Customer’s Request</td>
<td>At Cost per occasion</td>
</tr>
<tr>
<td>Meter Testing at Customer’s Request</td>
<td>At Cost per occasion</td>
</tr>
<tr>
<td>Obstructed Meter Read</td>
<td>$200.00 per occasion</td>
</tr>
<tr>
<td>Water Meter Tampering Fee</td>
<td>$200.00 per occasion</td>
</tr>
<tr>
<td>Fee for Damage Due to Tampering</td>
<td>Water Meter Tampering Fee plus Cost for New Meter Installation per occasion</td>
</tr>
<tr>
<td>Installation of Backflow Device (pit)</td>
<td>At Cost per occasion</td>
</tr>
<tr>
<td>Testing of Back Flow Assembly</td>
<td>$50.00 per occasion</td>
</tr>
<tr>
<td>Turn-Off / Turn-On Fee</td>
<td>$75.00 per occasion</td>
</tr>
<tr>
<td>After Hours Call Out</td>
<td>$265.00 per occasion</td>
</tr>
</tbody>
</table>
District of Peachland
Committee of the Whole Report

To: COTW
From: Doug Allin, Director of Operations
Date: January 17, 2010
Subject: Wal-Mart Evergreen grant
Recommendation: THAT the COTW recommends that Council approves supporting the Peachland Sportsman’s Association in seeking a Wal-Mart Evergreen grant, to enhance bio-diversity along Trepanier Creek.

Implications of Recommendation:

General: The District staff will work with the Sportsman’s Association to provide guidance related to the planting area and following best management practices.

Organizational: The District of Peachland will receive the funds and authorize spending in accordance to the grant. The District would also supply in kind donations of support and the administration of the grant funding.

Financial: The District of Peachland will receive the grant of up to $10,000.

Policy: The District of Peachland purchasing policy FIN-090 will be followed.

BACKGROUND:
The Peachland Sportsman’s Association is seeking funding to enhance the riparian area along Trepanier Creek. These enhancements would support fish habitat, provide bank stabilization, increase bio-diversity, and provide air quality enhancements. There would be very little if any impact on the District’s operating budget and it would provide upgrades to the District of Peachland’s current asset. The proposed planting would be performed by the Sportsmen’s Club and would occur along the south shore Trepanier Creek from the Highway 97 underpass to Beach Avenue in Trepanier Linear Park.

REPORT/DOCUMENT: Attached: Available: Nil: X

OPTIONS:
1. COTW COULD CHOOSE TO ACCEPT THE RECOMMENDATION
2. COTW COULD CHOOSE TO NOT ACCEPT THE RECOMMENDATION
3. COTW COULD CHOOSE TO REFER IT BACK TO STAFF FOR FURTHER INFORMATION
The Peachland Sportsman’s Association has been invited to partner with Wal-Mart employees in an application for funding from Wal-Mart’s Evergreen Green Grants program to allow us to continue a restoration project along the lower reaches of Trepanier Creek. Since the property is in a municipal park, we need you to partner with us in conducting this work. We did some planting in that area last year, and a few years earlier, in an attempt to improve conditions for spawning kokanee and other aquatic life in Trepanier Creek. Club members have voted in favour of this project, and are prepared to set aside funds to help in purchasing the plant materials. They are also excited about volunteering their time to do the planting, as are employees at Wal-Mart, so it’s a wonderful opportunity to educate a lot of people about the benefits of protecting and preserving our riparian areas as habitat for wild creatures and aquatic life, as we work to do just that. The club has a long history of working with the municipality to achieve habitat restoration, with projects on Peachland (Deep) Creek, Trepanier and MacDonald, as well as public education during kokanee spawning along Peachland Creek, the annual Fishing Forever Day for those with disabilities along the lake front and free public fishing clinics in Heritage Park during the summer. We hope that you will agree with us that this an opportunity we should not let bypass us. An environmental consultant has been retained to provide technical expertise on an as-required basis, including in the event that a Section 9 application under the Water Act needs to be completed; if a sediment and erosion control plan is needed; and to carry out environmental monitoring since the work is adjacent to a stream. The club and its consultant has been working with District of Peachland staff on this project and will continue to do so. Please write a letter of support for this joint project in time for our application to reach its destination by the deadline of Jan. 29, 2010.

Sincerely,

Peachland Sportsman’s Association
Vice-President,
Judie Vergnano
To: COTW  
From: Planning and Development Services Department  
Date: January 14, 2010  
Subject: Memorandum of Understanding between Terasen Gas Inc. and the District of Peachland  

Recommendation: THAT the COTW recommend that Council sign the Memorandum of Understanding (MOU) between Terasen Gas Incorporated and the District of Peachland pertaining to:

a) the provision of energy for the Peachland Curling Club;
b) the possibility that new development or redevelopment in the general area will connect to a District Energy System (DES) in the future, and

FURTHER, THAT notwithstanding the approval of the MOU, that the Peachland Curling Club utility bills be maintained to an acceptable level as determined by the Terasen Gas feasibility study and the Curling Club Business Plan.

Implications of Recommendation:

General:

Approval of the recommendation allows staff to carry out Council’s policy directions which are consistent with Provincial Government initiatives which includes the BC Climate Action Charter and the recent legislation and emerging legislation. The MOU allows for the District to terminate the contract with Terasen Gas after completion of a study, if it is determined the green energy management system is not affordable / feasible.

Organizational:

Terasen Gas Inc. is becoming the leading utility for DES’s in BC. They are recommended by the Community Energy Association (UBCM funded agency) to be the energy utility for DES’s being developed. Terasen is currently working with Kelowna, Trail, City of Langley and the Delta School District to become the utility for new DES projects. We are advised that Terasen Gas is the main player in the DES industry at the present time and they have a track record of expertise and experience. Currently, Terasen offers the most competitive rates for DESs in BC.

The MOU establishes the framework for Terasen Gas to be the DES utility for the 6th Street loop in Peachland, which includes the Curling Rink project as the start point. The MOU establishes a 25 year time frame within an agreement, after which time the District will have the option to assume responsibility for the system.
Financial:
The MOU will facilitate energy efficiencies and savings over the long-term. The involvement of Terasen Gas allows for the infrastructure to be provided at their cost, and not financed by either the Curling Club or the District of Peachland.

The utility/maintenance costs for this project which would be attributed to the Curling Rink cannot be determined at this time until the Feasibility Study to be undertaken as part of the MOU is completed by Terasen Gas.

Policy:
The District of Peachland has signed on to the BC Climate Action Charter (2007) and along with many other BC Municipalities, have committed to managing energy consumption and reducing GHG.s.

The District of Peachland has adopted a “sustainable development strategy” (2008) as part of the Official Community Plan and are working on energy management issues and other sustainable development initiatives – not just the Curling Rink.

Waiving of Development Cost Charges (DCC’s) - The Curling Club are requesting that Council and RDCO waive DCC’s attributable to the project. Under Section 933.1.1 of the Local Government Act, charges may only be waived or reduced for:

a) not for profit rental housing, including supportive living housing
b) not for profit affordable housing
c) a subdivision on small lots that is designed to result in low greenhouse gas emissions
d) a development that is designed to result in a low environmental impact

Strategic Plan:
N/A – see policy section above.

BACKGROUND:
The Peachland Curling Club proposes to construct a 1,567m² community use curling facility located at the end of 6th Street between the existing community centre and Highway 97 within Cousins Park and a portion of 6th Street which is to be closed. Council has entered into a 35 year lease with the Peachland Curling Club for the site. The project received substantial funding under the Canada – BC Economic Stimulus program.

If the District does not encourage sustainability in new developments, we will be failing in our commitments and we will be taking action inconsistent with provincial policy. Our actions include promoting and encouraging all new developments to be more sustainable/green by being more energy efficient and by reducing GHG emissions.

The MOU is necessary to involve Terasen Gas, and to provide direction for a sustainable energy system designed for the curling rink project, either as a “stand alone” or as a system designed such that it can be integrated into a larger area DES developed for adjacent developments in the future.

A Memorandum of Understanding has been generated further to discussions between Peachland staff and Terasen Gas. The MOU makes provision for Terasen Gas to act as the utility administering the curling rink energy system, utilizing a heat recovery system – much more efficient than the conventional designs in existing rinks. The system will also be designed such that in the future, it can be adapted and integrated into a larger area District Energy System.
(DES) utilizing geothermal technology. The Geothermal system DES may apply to developments on 6th Street, including retrofitting of the Community Center (existing 30 year old mechanical system nearing the end of its life cycle), a major new seniors housing project (across from the community center), the Primary School rehabilitation and possibly the Senior’s +50 center on 8th Street as well as other nearby properties, as determined.

Terasen Gas Inc. is becoming the leading utility for DES’s in BC. They are recommended by the Community Energy Association (UBCM funded agency) to be the energy utility for DES’s being developed. Terasen is currently working with Kelowna, Trail, City of Langely and the Delta School District to become the utility for new DES projects. We are advised that Terasen Gas is the main player in the DES industry at the present time and they have a track record of expertise and experience. Currently, Terasen offers the most competitive rates for DESs in BC.

The following are being proposed in capital budgets for the next 2 years:

2010 – Solar Hot water heating at the Community Center (est. $5,500)
2011 - Retrofitting and upgrade to the community center, including the aging mechanical heating and cooling system. This would be a natural link to the DES in the area (cost to be determined per 2011 budget preparation)

The curling rink and other new projects are to consider sustainable development practices in their design and construction.

Some key steps to implement sustainable development measures in the District include:

**Sept., 2007** - The District of Peachland signed on to the BC Climate Action Charter.


**April 2008** - The District of Peachland completed an update of its Official Community Plan and it includes an overall “sustainable development strategy”.

**March 2009** - Council received and adopted a final comprehensive Energy Management Assessment Report: Phase 1 (Systemetric Energy Management Inc.) pertaining to Peachland’s municipal buildings and operations for the year 2008.

**May, 2009** - Council adopted the 2009 budget, which included $15,000 to be spent on Energy Management Assessment and work on a Sustainable Action Plan.

**July 2009** - UBC Okanagan, through Dr Donna Senese were engaged to complete an inventory of green / sustainability content in municipal bylaws. Final report expected by February 2010.

**Oct 2009** - Systemetric Energy Management Inc. was engaged to complete a Custom Energy Management Plan: Phase 2, pertaining to Peachland corporate operations.

**Oct 2009** - The Downtown Design Charette process began, with the UBC Center for Sustainability.

A Development Permit for the proposed development for the Curling Rink project is being drafted and will be brought to Council at the same time as this report.
- Copy of the Memorandum of Agreement between Terasen Gas Inc. and the District of Peachland

OPTIONS:

1. COTW can choose to support the recommendation
2. COTW can refer back to staff for more information
3. COTW can choose not to support the recommendation
Memorandum of Understanding

_Peachland Curling Arena_

This Memorandum of Understanding ("MOU"), dated the _____ day of ________, 2010 (the "Effective Date"), is between:

_Terasen Gas Inc._ (hereinafter “TGI”), with an address at 16705 Fraser Hwy, Surrey, British Columbia, V3S 2X7.

and:

_District of Peachland_ (hereinafter “District”), with an address at 5806 Beach Avenue, Peachland, BC, V0H 1X7.

**BACKGROUND**

A. The _Peachland Curling Club_ (hereinafter “the PCC”) is currently involved in the development of a new Curling Arena (the “Project”). The District has set forth a requirement that the PCC construct a facility that is designed to a LEED Silver standard, but not LEED certified.

B. TGI is an experienced utility operator with technical expertise in the area of energy utility operations for utility customers.

C. TGI has expressed an interest in a possible business arrangement with the PCC and/or District to own, operate and maintain the energy recovery system in the new facility.

**UNDERSTANDINGS**

1. **Project Overview**

   1.1 The PCC is proposing to construct a new curling facility in downtown Peachland. There is an agreement in place between the District and the PCC in which the District will allow the PCC to construct the facility on the District’s property. The PCC will own and operate the facility at its own expense. The District will have the option to take over the facility some time in the future. The District is considering an energy recovery system (ERS) to transfer waste heat from the ice making refrigeration system to the arena’s heating system and to adjacent buildings via a future Community Energy System.

   1.2 Time is of the essence for the District and PCC and as a result, upon signature of this MOU, the District together with TGI will commence investigations related to the feasibility of using an ERS described in 1.1. The objective is to come to an agreement within 60 days of the effective date of this MOU, whether or not to jointly develop the ERS.
1.3 TGI proposes to own, and operate the ERS. Specifically, TGI would:

(a) Operate the ERS after TGI has designed the ERS in collaboration with the District and following construction managed by TGI;

(b) Maintain all aspects of the ERS; and

(c) Own the ERS, thereby assuming the appropriate financial and operational risk after certified completion of the ERS.

1.4 The District and TGI will collaborate to develop mutually beneficial agreements (the “Definitive Agreements”) that would have TGI own and operate the on-site ERS infrastructure (the “Infrastructure”) for the Project.

2. Terms of Reference and MOU Activities

2.1 TGI and the District will negotiate the Definitive Agreements based on the following terms of reference:

(a) TGI will provide the ongoing management, operation and maintenance, and renewal of the ERS in return for monthly fees and/or energy usage payments that provide both an appropriate return on investment and energy costs that are competitive with conventional alternatives for comparable service in British Columbia.

(b) TGI will develop, design and construct the ERS on an "open book" collaborative basis. The design and installation plans and specifications for the ERS and the construction and installation of the ERS system will be available for District review.

(c) On a date and terms to be agreed to by the parties, TGI will commence operation of the ERS.

2.2 Prior to finalizing the Definitive Agreements the parties will engage in the following activities:

(a) TGI will complete, at its own cost, a high level initial assessment of its involvement in the ERS.

(b) The District and TGI will conduct a joint study, related to the feasibility of implementing an ERS system. During the feasibility study the District and PCC will make the necessary materials and information available to TGI in a timely manner;

(c) After completion of the feasibility assessment, TGI will submit to the District a proposal to design, own, operate and maintain the ERS;

(d) Upon acceptance of the TGI proposal by the District, TGI will prepare proposed infrastructure charges, and financial charges between TGI and the District.
3. Exclusivity and Interim Expenses

3.1 Based on the foregoing, the District will work exclusively with TGI in the development of an ERS for the Project.

3.2 It is understood that the activities described in Section 2.2 may require the services of third parties. TGI will fund all third party expenses related to the activities described in Section 2.2. It is further understood that TGI will include all expenses (including third party expenses) that it incurs in connection with these activities in its costs when determining monthly fees. Each party will bear its own internal expenses arising under this MOU.

3.3 In the event that TGI and the District do not enter into a Definitive Agreement prior to the expiry of the MOU or if, for any reason, TGI involvement in the Project is terminated prior to the completion of the Project, the District will reimburse TGI for the third party Expenses incurred by TGI upon request by TGI.

3.4 Provisions 3.2 and 3.3 shall survive termination of this MOU.

4. Confidentiality

All information or documentation received by either the District or TGI (the "Receiving Party") regarding the business affairs or trade secrets of the other party (the "Disclosing Party"), including information and documentation pertaining to or arising from the business relationship between the parties, shall be deemed to be confidential and proprietary to the Disclosing Party. Except as otherwise provided herein, the Receiving Party shall not directly or indirectly disclose any such confidential information or documentation to any third party without the prior written consent of the Disclosing Party. Such consent is not required where the third party is another contractor or consultant retained by the Disclosing Party for the purposes of this project and to the extent that such disclosure is necessary for the proper performance of the parties' respective obligations contemplated herein or to the extent that such disclosure is required by law.

Notwithstanding the foregoing, the Receiving Party may use such confidential information or documentation pertaining to or arising from the business relationship if necessary in connection with the preparation for and conduct of submissions to regulatory agencies.

The obligation of confidentiality set out above shall not apply to material, data or information which is known to the Receiving Party prior to its receipt thereof, which is generally available to the public or which has been obtained from a third party which has the right to disclose the same. The confidentiality covenants of the parties herein shall survive the termination of this MOU for a period of two (2) years from the date of termination.

5. Term of MOU

This MOU is for an initial period of 1 year commencing on the Effective Date after which it can only be extended by written approval of both TGI and the District.
6. Assignment
It is understood that any reference in this MOU to TGI means Terasen Gas Inc. or any of its affiliates as determined by Terasen Gas Inc. and that TGI may assign its rights and obligation under this MOU to any of its affiliates. The District may assign its rights and obligations under this MOU with the prior written consent of TGI, such consent not to be unreasonably withheld.

7. Binding Terms
This MOU sets out the understanding that has been reached between the parties as to the key terms and the parties’ mutual objectives that apply to the Project. With the exception of Section 3 and Section 4 above, this MOU is not a binding legal agreement and does not create any binding obligations on either party. This MOU reflects an understanding and establishes a framework which is intended to assist the parties in negotiating in good faith the legally binding Definitive Agreements in respect of the Project.

8. Legal Jurisdiction
This MOU shall be governed by the laws of British Columbia.

Made effective __________________________, 2010.

For and on behalf of
Terasen Gas Inc.

For and on behalf of
District of Peachland

-------------------------------------------- -------- ---------------------------------------
Authorized Signatory Authorized Signatory
**District of Peachland**

**Committee of the Whole Report**

**To:** COTW  
**From:** Director of Planning and Development Services  
**Date:** January 14, 2010  
**Subject:** Development Permit - Proposed Curling Rink

**Recommendation:**

THAT the Committee of the Whole recommend that Council approve Development Permit No. DP09/10,006 for the Peachland Curling Club located on a portion of Parcels A and B, Plan 40524, DL 490; and

THAT the Committee of the Whole recommend to Council that the District’s component of the Development Cost charges under Bylaw No. 1893, 2009 be waived pursuant to Section 933.3.3 (d) of the Local Government Act; and

THAT Cash in lieu of Parking as per Council Policy #DEV-170 be waived; and

FURTHER THAT the District lobby the RDCO to waive the sanitary sewer DCC’s that would normally apply to this project pursuant to Section 933.3.3 (d) of the Local Government Act.

**Implications of Recommendation:**

**General:**

Approval of the Development Permit with Variance will allow the Peachland Curling Club to submit their application for a building permit immediately.

**Organizational:**

The Building Inspector will be informed as to the outcome of this application in order to issue the required building permits for the construction of the Peachland Curling Rink.

**Financial:**

The District will not receive funds for Development Cost Charges or cash in lieu of parking from the Peachland Curling Club on this project.

**Policy:**

*Waiving of Development Cost Charges (DCC’s)* - The Curling Club are requesting that Council and RDCO waive DCC’s attributable to the project. Under Section 933.1.1 of the Local Government Act, charges may only be waived or reduced for:

a) not for profit rental housing, including supportive living housing
b) not for profit affordable housing

c) a subdivision on small lots that is designed to result in low greenhouse gas emissions

d) A development that is designed to result in a low environmental impact

Council is able to waive DCC’s under Section 933.1.1 (d) above. If the Curling Club does not qualify for the waiving of DCC’s under provincial legislation then Council will have to fund the DCC charges through the current District budget

Strategic Plan:

N/A

BACKGROUND:

The Peachland Curling Club proposes to construct a 1,567m² community curling facility located at the end of 6th Street between the existing community centre and Highway 97 within Cousins Park and a portion of 6th Street which is to be closed. Council has entered into a 35 year lease with the Peachland Curling Club for the site.

A Development Permit has been drafted by staff and it contains terms and conditions as follows:

1. Telus and BC Hydro have a substantial right of way for transmission lines through this project site and the closed road. All utilities will be required to be relocated at the expense of the applicant to accommodate the project.

2. The District also has water/storm and sanitary sewer right of ways within this area and relocation is required at the applicant’s cost.

3. The Ministry of Transportation and Infrastructure (MOTI) is required to provide approval of this Development Permit as it is located within 800m of Highway 97. The building is located within the Highway setback area, and will impact water drainage off Highway 97. Staff will require letters from MOTI confirming all of their concerns have been met and that they concur with the approval of the Development Permit.

4. Variances are approved by virtue of this development permit, for:
   - Minimum lot coverage of 100%.
   - All yard setback being zero (0).
   - Off-street parking provision being zero (0) and all on-site parking requirements be waived including the provision of cash in lieu for 33 parking stalls. ($198,000)

5. The location of the building to be situated as shown on site plan attached to the Development Permit.

6. The form and character of the buildings to be developed as shown on plans attached to the Development Permit.

7. Exterior materials and colors to be used for the building as shown on the Schedule attached to the Development Permit.

8. Landscaping to be provided as shown on the plan attached to the Development Permit.

9. Development of the facility in a green/sustainable manner, as shown on Schedule E attached to Development Permit; including:
• A mechanical design with a heat recovery system to heat the office floor space.
• A design which is adaptable to a potential District Energy system which may be established in the pertaining to proposed Senior's Housing project and an upgraded Community Center and Primary School.
• Energy star labelled thermostats and real time energy meters
• Energy efficient appliances
• Energy efficient light fixtures
• Water saving fixtures

DISCUSSION:
The Peachland Curling Club has submitted a letter to Council dated January 13, 2010 requesting that the District’s component of the Development Cost Charges for water, sewer, roads, and parks in the amount of $50,269.39 be waived. If the Curling Club does not qualify for the waiving of DCC’s under provincial legislation then Council will have to fund the DCC charges through the current District budget.

The building with the newly proposed mechanical system would result in a building with a much lower environmental impact.

They have also requested that the District lobby the Regional District of Central Okanagan to have their portion of the sanitary sewer Development Cost Charges in the amount of $67,000 waived as well.

At the September 8, 2009 Committee Meeting staff presented a report to Council outlining a number of development challenges. Council instructed staff to overcome the development obstacles in the most appropriate manner responsible.

All major issues of concern have been addressed in the Development Permit as provided in the background above.

The Development Permit shall be placed on title as a notice on title.

COMMUNICATIONS:

Public Comments: Properties within 100m of the curling rink property were notified by registered mail and no objections were received.

REPORT/DOCUMENT: Attached: X Available: Nil:

1. Development Permit with Variance DP09/10,006

OPTIONS:

1. COTW can choose to support the recommendation
2. COTW can refer back to staff for more information
3. COTW can choose not to support the recommendation
DISTRICT OF PEACHLAND

APPROVED ISSUANCE OF A:

[X] Development Permit No.
[ ] Development Variance Permit No. DP09/10,006

EXISTING ZONING DESIGNATION: P-2 Community Institutional

WITHIN DEVELOPMENT PERMIT AREA: General Commercial & Highway Corridor Development Zone

ISSUED TO: Peachland Curling Club

LOCATION OF SUBJECT SITE: 4450 6th Street

<table>
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<tr>
<th>LEGAL DESCRIPTION</th>
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<th>BLOCK</th>
<th>PLAN</th>
<th>DISTRICT LOT</th>
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<td></td>
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</table>

SCOPE OF APPROVAL

[X] This Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.

[X] This Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this Permit noted in the Terms and Conditions below.

[X] Applicants for Development Permit should be aware that the issuance of a Permit limits the applicant to be in strict compliance with regulations of the Zoning Bylaw or Subdivision Control Bylaw unless specific Variances have been authorized by the Permit. No implied Variances from Bylaw provisions shall be granted by virtue of drawing notations which are inconsistent with Bylaw provisions and which may not have been identified as required Variances by the applicant or District staff.
1. **TERMS AND CONDITIONS:**

   A. To vary
      1) maximum lot coverage from 50% to 100% coverage.
      2) all yards and setback requirements to 0
      3) Zoning Bylaw 1375, Part 5 Parking, to waive all on-site parking requirements.

   B. The location of the buildings and structures to be situated on the land shall be in accordance with the site plan DP-1.1 submitted by cei Architecture Planning Interiors; dated October 13, 2009, attached as Schedule “A” and forming part of this permit.

   C. The form and character of the buildings and structures to be situated on the land shall be in accordance with Plans DP – 2.1, 3.2 & 4.1 submitted by cei Architecture Planning Interiors; dated October 13, 2009 attached as Schedule “B-1 to B-3” and forming part of this permit.

   D. Exterior materials and colours to be used for the building are to be in accordance with drawings submitted by cei Architecture Planning Interiors; dated July 27, 2009, attached as Schedule “C-1” attached to and forming part of this permit.

   E. Landscaping to be completed in accordance with drawings L-1-1 submitted by Sustainable Systems, dated October 13, 2009, attached to, and forming Schedule “D” of this permit.

   F. Prior to the installation of a sign on the curling rink building and/or site, an approved sign permit application must be paid for and approved by the Director of Planning.

   G. The relocation of Telus, Hydro or Terresan Gas right of ways and transmission service within the development area will be the responsibility of the Developer at his or her cost.

   H. With the exception of a foundation permit the District of Peachland will not grant a building permit until the Developer provides the following:
      1) A completed BC Building and Fire Code analysis sealed by a Registered Architect.
      2) A for construction composite utility and mechanical drawing sealed by a Registered Engineer and approved by the District’s Engineer.
      3) A letter of agreement that the relocation of existing municipal services, such as water, storm and sanitary sewer within the subject site will relocated at the Developer’s expense, by the Developer and under the supervision and approval of the District’s Engineer.
      4) Removal of all road surface, curb, gutter, and sidewalk located within the leased area at the applicant’s cost for all material removal.
I. The Developer will be required to register at his or her cost any Right of Way Agreements necessary to ensure all of the above-noted utility services are secured within the subject site.

J. The property shall be developed using sustainable development features in accordance with Schedule “E” attached to and forming part of this permit.

2. The development shall commence by and in accordance with the issuance of a Building Permit and within one year of the date of the Municipal Council authorization resolution.

3. PERFORMANCE SECURITY:

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Permittee and be paid to the Permittee if the security is returned. The condition of the posting of the security is that should the Permittee fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use the security to carry out the work by its servants, agents or contractors, and any surplus shall be paid over to the Permittee, or should the Permittee carry out the development Permitted by this Permit within the time set out above, the security shall be returned to the Permittee.

There is filed accordingly:

(a) Cash in the amount of $N/A.

(b) A Certified Cheque in the amount of $N/A

(c) Irrevocable Letter/s of Credit in the amount of $N/A

Before any bond or security required under this Permit is reduced or released, the Developer will provide the District with a statutory declaration certifying that all labour, material, workers' compensation and other taxes and costs have been paid.

4. DEVELOPMENT:

The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit, which shall form a part hereof.

If the Permittee does not commence the development within one years time from the date this Development Permit is issued, this Permit shall lapse.
This Permit is not transferrable unless specifically permitted by the Municipality. The Authorization to transfer the Permit shall, if deemed acceptable, be granted by Council resolution.

THIS Permit IS NOT A BUILDING PERMIT.

5. **APPLICANT'S AGREEMENT:**

I hereby declare that all the above statements and the information contained in the material submitted in support of this Permit are to the best of my belief, true and correct in all respects. Upon issuance of the Permit for me by the Municipality, then in such case, I covenant and agree to save harmless and effectually indemnify the Municipality against:

(a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality granting to me the said Permit.

(b) All costs, expenses, claims that may be incurred by the Municipality if the construction by me of engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obligated, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

I further covenant and agree that should I be granted a Development Permit, the Municipality may withhold granting of any occupancy Permit for the occupancy and/or use of any building or part thereof constructed upon the hereinbefore referred to land until all of the engineering works or other works called for by the Permit have been completed to the satisfaction of the Municipal Engineer and Director of Planning and Development Services.

Should there be any changes in ownership or legal description of the property, I undertake to notify the Planning and Development Services Department immediately to avoid any unnecessary delay in processing the application.

I HEREBY UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS SPECIFIED IN THIS PERMIT.

____________________________________
Signature of Owner/Authorized Agent

Date

____________________________________
Print Name in Bold Letters

Telephone No.

Personal information collected on this form is collected for the purposes of processing this application and for administration and enforcement. The personal information is collected under the authority of the *Freedom of Information and Protection of Privacy Act*, and the District of
Peachland's bylaws. If you have any questions about this collection, contact the District Clerk, Municipality of Peachland, 5806 Beach Avenue, Peachland, B.C. V0H 1X7, 1-250-767-2647.

6. **APPROVALS:**

   APPROVALS BY THE MINISTRY OF TRANSPORTATION THIS _______ DAY OF ______________, 2010. (When Applicable)

   AUTHORIZING RESOLUTION PASSED BY THE MUNICIPAL COUNCIL THE _______ DAY OF ______________, 2010.


   ________________________________
   Elsie Lemke, Chief Administrative Officer
Agenda Item # 6d)

Development Permit - Curling Club
The Developer agrees to develop the project in a sustainable/green manner such that it reduces energy and water consumption, reduces greenhouse gas emissions and creates a healthy living environment.

➢ Green Building Standards for Sustainability
  o At least one LEED Accredited Professional to be part of the design team
  o Utilize an integrated Design Process (IDP) that brings all project team members together early in the design process
  o All refrigeration systems will be specified with hydro fluorocarbons (HFC) refrigerants only. The use of CFC based refrigerants will not be allowed

➢ Energy Conservation
  o Passive solar design, natural ventilation and daylighting in the building design, to the extent possible
  o Minimum R40 for roof insulation
  o Minimum R20 for exterior wall insulation for non-glazed areas
  o Energy Efficient Windows – all windows to be Energy Star-rated
  o Energy Efficient Light Fixtures – lighting power densities to meet ASHRAE recommendations.
  o Provide real time Energy Meters (‘Smart Meters’) in all floor area, excluding the rink surface
  o Provide Energy Star-labeled programmable thermostats
  o Minimum of 25% of all light fixtures to be fluorescent, compact fluorescent or LED
  o Non-incandescent lighting (e.g., fluorescent, compact fluorescent or LED) to be provided in all common areas
  o Light Pollution to be reduced

➢ Sustainable Development Design for the Curling Rink Infrastructure
  o Provision for a heat recovery system (HRV) as outlined in the MOU between the District of Peachland and Terasen Gas. HRV to allow unneeded heat from the Curling rink to be recovered and used to heat non-rink areas of the building.
  o Provision for a high efficiency Energy Star hot water heater

➢ Water Conservation
Agenda Item # 6d)

- an individual water meters is installed to encourage conservation
- Water-efficient fixtures will be used:
  - Dual-flush toilets
  - Low flow faucets with aerators in all bathroom and kitchen sinks
  - Low flow showerheads
- Dishwashers must be water efficient (less than 26L per normal wash cycle)
- If Clothes Washers are to be provided, they must be water efficient (max. 62 L per standard cycle)
- Use cisterns to capture rainwater for irrigation where feasible.
- Water efficient landscaping will be installed
  - Use drought-tolerant plants
  - Use native plants
  - Irrigation systems, if required, shall be temporary (removed after planting is established)

> Green Roofs & Terraces

- Use Energy Star compliant reflective and high emissivity roofing for 75% of the roof surface to reduce heat islands to minimize the impact on the microclimate and habitat, where it is not in conflict with the objective of minimizing visual impact.

> Indoor Environmental Quality

- Use only low-emitting adhesives, sealants and sealant primers
- Use only low-emitting paints and coatings
- Use only low-emitting floor covering systems
- Conditions for Human Occupancy and ASHRAE 62, Ventilation for Acceptable Indoor Air Quality
- Installation of permanent carbon dioxide (CO₂) monitoring systems

> Universal Design & Accessibility

- Facility to have ‘basic’ accessible features
- Project to meet with Crime Prevention through Environmental Design (CPTED) principles.

> Alternative Energy Sources & Energy Conservation

- Design and construction to be adaptable for Ground Source Heating & Cooling (eg, geoexchange) to allow for the adaptation and connection to a future District Energy System
to be developed in the area in the future. Details are provided in the attached Memorandum of Understanding between the District and Terasen Gas.

- Passive measures for cooling (shading, natural ventilation etc.) will be implemented.

- Solid Waste Management Strategy

- Construction waste from construction, demolition and land clearing waste should be diverted from landfills to the extent possible.
January 13, 2010

District of Peachland
5806 Beach Avenue
Peachland, B.C.
V0H 1X7

Dear Mayor, Council & Staff:

RE: Construction of the Curling Club Community Facility

In working for completion of the Development Permit and start of construction the Peachland Curling Club requests

a) That the District of Peachland waives the District of Peachland’s portion of the development costs charges

b) AND the District of Peachland, the Owner of the building known as the Peachland Curling Club Community Facility, request from the Regional District the waiving of the portion of the development cost charges that would apply to the Regional District.

c) AND the District of Peachland waives the cash in lieu of parking.

d) And that the District of Peachland, at no cost to the Curling Club, moves the buildings that are located on the property on an agreed date acceptable to both Parties to allow for the start of the foundation.

Yours truly

On Behalf of the Peachland Curling Club
Shirley Geiger, President

Eddy Kyjanka, Vice President

Agenda Item # 6d)
District of Peachland
Committee of the Whole Report

To: Mayor & Council
From: Planning and Development Services
Date: January 11, 2010
Subject: Notice on Title

Construction of an accessory building without a Building Permit
5285 Tailyour Lane:
Owner: Leon Prevost

Recommendation: THAT the COTW recommends that Council direct staff to register a Bylaw Contravention Notice on Title for Parcel A (Plan B6178) of Lot 2 Block F, District Lot 449, located at 5285 Tailyour Lane Peachland BC, pursuant to Section 57 of the Community Charter; and

FURTHER THAT the COTW recommends to Council that the Bylaw Contravention Notice indicate that an accessory building has been constructed without a building permit in contravention of Building Bylaw No.1574

Implications of Recommendation:

General:
The Bylaw Contravention Notice is an important step in attempting to obtain compliance. It also notifies anyone interested in the property of the contravention.

Organizational: N/A

Financial:
Costs for filing the Notice will be recovered when the property owner applies to have the Notice removed, once he comes into compliance.

Policy:
Normal procedures in Bylaw Enforcement are being employed

BACKGROUND:
July 16, 2009 - A construction project was observed at 5285 Tailyour Lane which had proceeded without obtaining a Building Permit. The work entailed the expansion and rebuilding of an existing pool filter shed. The occupants present at the property were out of town visitors. The Building Inspector left a business card with the occupants and they were asked to leave it with the property owner. Later that day the Building Inspector left a voice message requesting that the property owner respond.

July 21, 2009 - The contractor for the project contacted the Building Inspector and they met at the building site to discuss building permit requirements. The scope of the project was reviewed and it was determined that a building permit must be obtained for the project and that setback issues were apparent. An inspection notice was provided to the contractor; indicating that work must stop until a building permit is obtained.
July 29, 2009 - The Building Inspector and the Director of Development Services met with Mr. Prevost, the property owner. The non-compliant setbacks from the exterior side property line were discussed. In order for the project to proceed, a Development Variance Permit (DVP) would have to be applied for by the property owner and be approved by Council before a building permit could be issued. After the meeting, Mr. Prevost proceeded with an application for a DVP. The application was incomplete.

August 20, 2009 - The Building Inspector revisited the site and posted a Stop Work Notice on the structure. Mr. Prevost was given a hand delivered letter that indicated that his project was in contravention of the District Building and Zoning bylaws. The letter requested that a DVP must be obtained by September 14, 2009, or the illegal structure would have to be removed. Mr. Prevost forwarded an email later that day and asked for an extension to the deadline to allow time for his surveyor to prepare a survey certificate for his DVP application. The Building Inspector agreed to extend the timeline to October 1, 2009.

August 24, 2009 - A letter to Mr. Prevost suggested that he address his incomplete DVP application.

October 05, 2009 - An email was forwarded to Mr. Prevost reminding him that the October 1st deadline had passed without the completion of his DVP application. He replied that his surveyor had not completed the project yet.

November 16, 2009 - The Building Inspector sent a registered letter to Mr. Prevost requesting that action was required to either:
   1. Complete the DVP application and submit it in a complete form with the required fees; or,
   2. Remove the structure by December 14, 2009 or failure to comply would result in a report going before Council with a recommendation to place a Notice on Title.

December 2, 2009 - Mr. Prevost replied by e-mail to the Building Inspector indicating that he will not be following up on the DVP application and that he intends to restore the building back to the original condition.

December 7, 2009 - The Building Inspector replied to Mr. Prevost by e-mail stating that early in January 2010, a recommendation would be forwarded to Council regarding the placement of a Notice on Title indicating a bylaw contravention.

January 04, 2010 - The Building Inspector reviewed the file and determined that work had not proceeded to restore the structure to the original condition.

January 12, 2010 – Director of Planning sent registered letter to Mr. Prevost notifying him that the matter would be scheduled for the January 26, 2010 Regular Council Meeting as per section 57 (3) of the Community Charter, and that he would be given an opportunity to be heard in front of Council.

**REPORT/DOCUMENT:**

<table>
<thead>
<tr>
<th>Attached: X</th>
<th>Available: Nil</th>
</tr>
</thead>
</table>
1. Registered letter dated August 20, 2009 to Mr. Prevost
2. Registered letter dated August 24, 2009 to Mr. Prevost
3. Registered letter dated November 16, 2009 to Mr. Prevost
4. Stop Work Notice posted on the structure
5. Pictures taken of the property.
6. Registered Letter dated January 12, 2010 to Mr. Prevost
OPTIONS:
1. COTW may choose to support the recommendation
2. COTW may refer back to staff for more information
3. COTW may choose not to support the recommendation
August 20, 2009

Leon Prevost
15932 110B Ave NW
Edmonton Alberta
T5P 1J4

Dear Mr. Prevost

Re: Stop Work Notice at 5285 Tailyour Lane Peachland BC

On July 29, 2009 your property was visited by the District Building Inspector and our Director of Planning and Development Services. There we discussed with you your building project currently under construction without a valid building permit. Your options were to apply for a setback variance to allow the structure to encroach into the required exterior side setback area or to reduce the building size back to the original pool shed structure.

To date this office has not received a completed Development Variance Application from you in this regard. The structure remains in contravention of the District of Peachland Building Bylaw No.1574 and Zoning Bylaw No. 1375. Constructing without a building permit is considered a Bylaw Offence, the District of Peachland will insist that you either complete your application for a Development Variance Permit before September 14, 2009, or remove the structure from the property. Currently the Stop Work Notice is still in effect, work on this structure is not authorized to continue. Further enforcement action will be considered if this matter is not resolved. Please direct your response to the undersigned.

Sincerely

Mike Girouard
By-law Enforcement Officer
Building Inspector
Phone: 250-767-2647
E-mail: mgirouard@peachland.ca

Cc: Dave Smith / Director of Planning and Development Services
August 24, 2009

Leon and Elaine Prevost
5285 Tailyour Lane
Peachland, BC
V0H 1X1 Peachland

Dear Mr. and Mrs. Prevost;

Re: Development Variance Permit Application DVP09/10.007
5285 Tailyour Lane; Block F, Plan B6178, DL 449

In order for your Development Variance Permit Application to be processed there are some requirements that the District of Peachland require. These include:

- Payment of the $450.00 application fee
- A current Certificate of Title
- A Survey Certificate that must show the following:
  1. All buildings on the property and their relationship to the property lines (all building setbacks).
  2. All retaining walls and fences and their relationship to the property lines.

As soon as the District of Peachland Planning and Development Services Department receives the above noted items your application for Variance will proceed. The next step in the process is that neighbouring properties within 100m will be notified of your application and will be afforded the opportunity to express their concern or support for your variance application.

Sincerely,

[Signature]

Paul Dupuis
Planning Technician

Cc: Dave Smith,
    Director of Planning and Development Services
November 16, 2009

Leon Prevost
15932 110B Ave NW
Edmonton Alberta
T5P 1J4

Dear Mr. Prevost,

Re: Stop Work Notice at 5285 Tailyour Lane Peachland BC

To date this office has not received a completed Development Variance Application from you for your building project. The structure at the above noted property remains in contravention of the District of Peachland Building Bylaw No.1574 and Zoning Bylaw No. 1375. Constructing without a building permit is considered a Bylaw Offence, the District of Peachland must insist that you either submit a completed Development Variance Application and pay the applicable fee, or remove the structure from the property before December 14, 2009. Currently the Stop Work Notice is still in effect, work on this structure is not authorized to continue.

District Staff will be preparing a report for the January 12, 2010 Council Meeting seeking a resolution of Council to consider placing a notice on your property title indicating a Bylaw Violation. You will receive further notification from this office regarding the date, time and location of the District of Peachland Council meeting. Please direct your response to the undersigned.

Sincerely

Mike Girouard
By-law Enforcement Officer
Building Inspector
Phone: 250-767-2647
E-mail: mgirouard@peachland.ca

Cc: Dave Smith / Director of Planning and Development Services
STOP WORK NOTICE

LOCATION: 5285 Tailyour Lane

RE: No Building Permit Issued

THE WORK POSTED IS AN INFRACTION OF BUILDING BY-LAW NO. 1574 WORK MUST CEASE UNTIL APPROVAL HAS BEEN GIVEN BY THE BUILDING OFFICIAL.

DATE August 20, 2009

BUILDING OFFICIAL

THIS CARD MUST NOT BE REMOVED EXCEPT UPON THE AUTHORITY OF THE BUILDING OFFICIAL.

CONTACT THE DISTRICT OF PEACHLAND MUNICIPAL OFFICE AT 5806 BEACH AVENUE

PHONE: (250)-767-2647

Bylaw Contravention Notice, 5285 Tailyour Lane
Page 64 of 89
Agenda Item # 6e)  

The Corporation of the District of Peachland

5806 Beach Avenue  
Peachland, BC  
V0H 1X7  

Phone: 250-767-2647  
Fax: 250-767-3433  
www.peachland.ca

Folio No. 31810043.240  
Registered Mail

January 12, 2010

Leon Prevost  
15932 110B Ave NW  
Edmonton Alberta  
T5P 1J4

Dear Mr. Prevost

Re: Notice of Bylaw Contravention

Please be advised that pursuant to Section 57 of the Community Charter, notice is hereby given that a recommendation will be made to Council, that it consider a resolution under subsection (3) that a notice be filed in the Land Titles Office, that results from contravention of a municipal bylaw pertaining to 5285 Tailyour Lane. A copy of a report from Mike Girouard / Building inspector/Bylaw Enforcement Officer is attached, which outlines the contravention and the recommendation to Council.

According to Section 57 (3) of the Community Charter:

"After providing the building inspector and the owner an opportunity to be heard, the council may confirm the recommendations of the building inspector and pass a resolution directing the corporate officer to file a notice in the land title office stating that

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

You will be given an opportunity to be heard in front of Council on Tuesday, January 26, 2010 at the Regular Council meeting which begins at 7:00 p.m. Please advise me on or before January 19, 2010 whether you wish to be heard by Council at the time and date indicated above.

Should you require any additional information or have any questions, please do not hesitate to contact me.

Thank you kindly for your attention.

Dave Smith  
Director of Planning and Development Services
District of Peachland
Staff Information Report

To: COTW
From: Director of Corporate Services
Date: 05 Jan 2010
Subject: Briefing - Spirit of Peachland Award Restructuring

At the March 24, 2009 meeting, Council passed a resolution to restructure the Spirit of Peachland Awards for the following year. The most popular suggestion at the meeting was to form a committee from members of the various community groups in Peachland, creating an unbiased panel of judges. The Committee members, being active participants in the community groups, would have a working knowledge of the volunteerism within Peachland and of the appropriate honors to assign.

The Mayor and Councillors would still have authority over selecting the recipients for the Mayor's Award of Merit, and Councillor's Award of Merrit. The awards for Freedom of the Municipality and Wedding Anniversary would still be awarded on a request basis. The Mayor and Council would also determine the recipient for the Mayor and Council Scholarship. The Peachland View would remain responsible for determining the Christmas Lighting Award.

Previously, the award ceremony has been scheduled for April, therefore time is of the essence to present the idea to the Community groups to find members to fill the Spirt of Peachland Committee. Optimally, there would be a representative from each community group, however due to the participation in various groups by common members, 5 individuals would suffice.

The committee would establish terms of reference, and would disband after the award ceremony. Membership in the Committee could also vary each year to ensure fairness.
RECORDS

The official record of all awards shall be kept as a Municipal document under the control and security of the Municipal Clerk. Copies of this official record will be provided to the General Office and the Historical Society to be on view at the Peachland Museum.

APPLICATIONS AND ADVERTISING

Advertising shall be done in two issues of a local newspaper with deadlines for receipt of applications and suggestions to be the end of February, annually.

*(S=Suitable Award) (C-Certificate)
*(formerly read P=Plaque throughout document)

COMMITTEE

The Spirit of Peachland Committee will be formed from members of Peachland Community Groups to determine the winning applicants of the various awards. The Mayor and Councilors’ will determine the Awards for Merit. The awards for Freedom of the Municipality and Wedding Anniversary would continue to be awarded on a request basis.

A call for committee members will be advertised in conjunction with the notice of awards during the end of February.

There is room on the Committee for one representative from each Community Group; a minimum number of 5 Committee members are needed. If less than 5 individuals volunteer, the awards will be determined by Council.

The Committee will establish terms of reference, and will disband after the award ceremony. To ensure fairness, the Committee will re-establish itself each year.

CHRISTMAS LIGHTING AWARD – BEST OVERALL USE
(1 RECIPIENT – SUITABLE AWARD)
(HONOURABLE MENTION – CERTIFICATES)

Best overall use of Christmas lights to illustrate Christmas theme or display. Peachland View newspaper to judge with suggestions from the public. Please include photographs.

WATER CONSERVATION LANDSCAPING
(2 RECIPIENTS – SUITABLE AWARD)

Landscaping, drought tolerant trees and shrubs, natural surroundings, etc. using water conservation technology. Property to be owner occupied and improvements should be
considered over the whole property. Committee will decide with recommendations from the public. Please include photographs.

**CITIZEN OF THE YEAR**  
(SUITABLE AWARD)

Peachland resident making greatest contribution to the improvement of our community. Committee will decide with suggestions from the public.

**FREEDOM OF THE MUNICIPALITY**  
(SUITABLE AWARD PLUS CERTIFICATE)

Granted to Peachland residents who have reached their 100th birthday. Also granted to Peachland residents who have lived in Peachland more than 75 years. May also be granted to Peachland residents who have made outstanding contributions to our community for more than five years. Committee will decide with recommendations and nominations from the public.

**MERITORIOUS SERVICE**  
(1 SUITABLE AWARD)

Granted to a Peachland resident or group who gave significant service to our community during past year. Committee will decide with suggestions from the public.

**COMMUNITY BUILDERS**  
(3 SUITABLE AWARDS)

Annual award to any person or group in recognition of a minimum of fifteen years dedicated service to the community. Committee will decide with suggestions from the public.

**MAYOR’S AWARD OF MERIT**  
(SUITABLE AWARD)

Annual award to any person or group, local or otherwise, making a significant contribution to our community, as decided by the Mayor. The Mayor will decide this without any guidance.

**COUNCILLORS’ AWARD OF MERIT**  
(SUITABLE AWARD)

Annual award to any person or group, local or otherwise, making a significant contribution to our community, as decided by the District Councilors. The Councilors’ will decide this without any guidance.

**WEDDING ANNIVERSARY**  
(FRAMED CERTIFICATE)

Awarded by the Committee, upon request, to Peachland residents who are celebrating their 50th, 60th or 75th anniversary.

**MAYOR AND COUNCIL SCHOLARSHIP**

Annual scholarship to be awarded to a Peachland student. Funds to be donated from Council stipend at six dollars per month from each participating member of Council. Scholarship Foundation will decide upon recipient from Peachland students currently enrolled in a recognized institution of education at the secondary or post secondary level.
YOUTH ACHIEVEMENT AWARD
(UP TO 3 SUITABLE AWARDS)

Awarded by Committee annually to school age youth who demonstrate outstanding leadership or make significant contributions to youth and the community.
Advertising for the annual Awards Night celebrations and Spirit of Peachland Committee will be done in two issues of a local newspaper, with deadlines for receipt of applications and suggestions for Awards to be the end of February.
District of Peachland
Committee of the Whole Report

To: COTW
From: Planning and Development Services Department
Date: January 14, 2010
Subject: Memorandum of Understanding between Terasen Gas Inc and the District of Peachland

Recommendation:

THAT the COTW recommend that Council sign the Memorandum of Understanding (MOU) between Terasen Gas Incorporated and the District of Peachland pertaining to:

a) the provision of energy for the Peachland Curling Club;

b) the possibility that new development or redevelopment in the general area will connect to a District Energy System (DES) in the future, and

FURTHER, THAT notwithstanding the approval of the MOU, that the Peachland Curling Club utility bills be maintained to an acceptable level as determined by the Terasen Gas feasibility study and the Curling Club Business Plan.

Implications of Recommendation:

General:
Approval of the recommendation allows staff to carry out Council’s policy directions which are consistent with Provincial Government initiatives which includes the BC Climate Action Charter and the recent legislation and emerging legislation.
The MOU allows for the District to terminate the contract with Terasen Gas after completion of a study, if it is determined the green energy management system is not affordable / feasible.

Organizational:
Terasen Gas Inc. is becoming the leading utility for DES’s in BC. They are recommended by the Community Energy Association (UBCM funded agency) to be the energy utility for DES’s being developed. Terasen is currently working with Kelowna, Trail, City of Langely and the Delta School District to become the utility for new DES projects. We are advised that Terasen Gas is the main player in the DES industry at the present time and they have a track record of expertise and experience. Currently, Terasen offers the most competitive rates for DESs’ in BC.
The MOU establishes the framework for Terasen Gas to be the DES utility for the 6th Street loop in Peachland, which includes the Curling Rink project as the start point. The MOU establishes a 25 year time frame within an agreement, after which time the District will have the option to assume responsibility for the system.
Financial:
The MOU will facilitate energy efficiencies and savings over the long-term. The involvement of Terasen Gas allows for the infrastructure to be provided at their cost, and not financed by either the Curling Club or the District of Peachland.

The utility/maintenance costs for this project which would be attributed to the Curling Rink cannot be determined at this time until the Feasibility Study to be undertaken as part of the MOU is completed by Terasen Gas.

Policy:
The District of Peachland has signed on to the BC Climate Action Charter (2007) and along with many other BC Municipalities, have committed to managing energy consumption and reducing GHG's.

The District of Peachland has adopted a “sustainable development strategy” (2008) as part of the Official Community Plan and are working on energy management issues and other sustainable development initiatives – not just the Curling Rink.

Waiving of Development Cost Charges (DCC’s) - The Curling Club are requesting that Council and RDCO waive DCC’s attributable to the project. Under Section 933.1.1 of the Local Government Act, charges may only be waived or reduced for:

a) not for profit rental housing, including supportive living housing
b) not for profit affordable housing
c) a subdivision on small lots that is designed to result in low greenhouse gas emissions
d) a development that is designed to result in a low environmental impact

Strategic Plan:
N/A – see policy section above.

BACKGROUND:
The Peachland Curling Club proposes to construct a 1,567m² community use curling facility located at the end of 6th Street between the existing community centre and Highway 97 within Cousins Park and a portion of 6th Street which is to be closed. Council has entered into a 35 year lease with the Peachland Curling Club for the site. The project received substantial funding under the Canada – BC Economic Stimulus program.

If the District does not encourage sustainability in new developments, we will be failing in our commitments and we will be taking action inconsistent with provincial policy. Our actions include promoting and encouraging all new developments to be more sustainable/green by being more energy efficient and by reducing GHG emissions.

The MOU is necessary to involve Terasen Gas, and to provide direction for a sustainable energy system designed for the curling rink project, either as a “stand alone” or as a system designed such that it can be integrated into a larger area DES developed for adjacent developments in the future.

A Memorandum of Understanding has been generated further to discussions between Peachland staff and Terasen Gas. The MOU makes provision for Terasen Gas to act as the utility administering the curling rink energy system, utilizing a heat recovery system – much more efficient than the conventional designs in existing rinks. The system will also be designed such that in the future, it can be adapted and integrated into a larger area District Energy System.
(DES) utilizing geothermal technology. The Geothermal system DES may apply to developments on 6th Street, including retrofitting of the Community Center (existing 30 year old mechanical system nearing the end of its life cycle), a major new seniors housing project (across from the community center), the Primary School rehabilitation and possibly the Senior’s +50 center on 8th Street as well as other nearby properties, as determined.

Terasen Gas Inc. is becoming the leading utility for DES’s in BC. They are recommended by the Community Energy Association (UBCM funded agency) to be the energy utility for DES’s being developed. Terasen is currently working with Kelowna, Trail, City of Langely and the Delta School District to become the utility for new DES projects. We are advised that Terasen Gas is the main player in the DES industry at the present time and they have a track record of expertise and experience. Currently, Terasen offers the most competitive rates for DESs in BC.

The following are being proposed in capital budgets for the next 2 years:

2010 – Solar Hot water heating at the Community Center (est. $5,500)
2011 - Retrofitting and upgrade to the community center, including the aging mechanical heating and cooling system. This would be a natural link to the DES in the area (cost to be determined per 2011 budget preparation)

The curling rink and other new projects are to consider sustainable development practices in their design and construction.

Some key steps to implement sustainable development measures in the District include:

Sept., 2007 - The District of Peachland signed on to the BC Climate Action Charter.
April 2008 - The District of Peachland completed an update of its Official Community Plan and it includes an overall “sustainable development strategy”.
March 2009 - Council received and adopted a final comprehensive Energy Management Assessment Report: Phase 1 (Systemetric Energy Management Inc.) pertaining to Peachland’s municipal buildings and operations for the year 2008.
May, 2009 - Council adopted the 2009 budget, which included $15,000 to be spent on Energy Management Assessment and work on a Sustainable Action Plan.
July 2009 - UBC Okanagan, through Dr Donna Senese were engaged to complete an inventory of green / sustainability content in municipal bylaws. Final report expected by February 2010.
Oct 2009 - Systemetric Energy Management Inc. was engaged to complete a Custom Energy Management Plan: Phase 2, pertaining to Peachland corporate operations.
Oct 2009 - The Downtown Design Charette process began, with the UBC Center for Sustainability.

A Development Permit for the proposed development for the Curling Rink project is being drafted and will be brought to Council at the same time as this report.
REPORT/DOCUMENT: Attached: X Available: Nil:
- Copy of the Memorandum of Agreement between Terasen Gas Inc. and the District of Peachland

OPTIONS:
1. COTW can choose to support the recommendation
2. COTW can refer back to staff for more information
3. COTW can choose not to support the recommendation
Memorandum of Understanding

Peachland Curling Arena

This Memorandum of Understanding ("MOU"), dated the _____ day of ________, 2010 (the "Effective Date"), is between:

Terasen Gas Inc. (hereinafter “TGI”), with an address at 16705 Fraser Hwy, Surrey, British Columbia, V3S 2X7.

and:

District of Peachland (hereinafter “District”), with an address at 5806 Beach Avenue, Peachland, BC, V0H 1X7.

BACKGROUND

A. The Peachland Curling Club (hereinafter “the PCC”) is currently involved in the development of a new Curling Arena (the “Project”). The District has set forth a requirement that the PCC construct a facility that is designed to a LEED Silver standard, but not LEED certified.

B. TGI is an experienced utility operator with technical expertise in the area of energy utility operations for utility customers.

C. TGI has expressed an interest in a possible business arrangement with the PCC and/or District to own, operate and maintain the energy recovery system in the new facility.

UNDERSTANDINGS

1. Project Overview

1.1 The PCC is proposing to construct a new curling facility in downtown Peachland. There is an agreement in place between the District and the PCC in which the District will allow the PCC to construct the facility on the District’s property. The PCC will own and operate the facility at its own expense. The District will have the option to take over the facility some time in the future. The District is considering an energy recovery system (ERS) to transfer waste heat from the ice making refrigeration system to the arena’s heating system and to adjacent buildings via a future Community Energy System.

1.2 Time is of the essence for the District and PCC and as a result, upon signature of this MOU, the District together with TGI will commence investigations related to the feasibility of using an ERS described in 1.1. The objective is to come to an agreement within 60 days of the effective date of this MOU, whether or not to jointly develop the ERS.
1.3 TGI proposes to own, and operate the ERS. Specifically, TGI would:

(a) Operate the ERS after TGI has designed the ERS in collaboration with the District and following construction managed by TGI;

(b) Maintain all aspects of the ERS; and

(c) Own the ERS, thereby assuming the appropriate financial and operational risk after certified completion of the ERS.

1.4 The District and TGI will collaborate to develop mutually beneficial agreements (the “Definitive Agreements”) that would have TGI own and operate the on-site ERS infrastructure (the “Infrastructure”) for the Project.

2. Terms of Reference and MOU Activities

2.1 TGI and the District will negotiate the Definitive Agreements based on the following terms of reference:

(a) TGI will provide the ongoing management, operation and maintenance, and renewal of the ERS in return for monthly fees and/or energy usage payments that provide both an appropriate return on investment and energy costs that are competitive with conventional alternatives for comparable service in British Columbia.

(b) TGI will develop, design and construct the ERS on an "open book" collaborative basis. The design and installation plans and specifications for the ERS and the construction and installation of the ERS system will be available for District review.

(c) On a date and terms to be agreed to by the parties, TGI will commence operation of the ERS.

2.2 Prior to finalizing the Definitive Agreements the parties will engage in the following activities:

(a) TGI will complete, at its own cost, a high level initial assessment of its involvement in the ERS.

(b) The District and TGI will conduct a joint study, related to the feasibility of implementing an ERS system. During the feasibility study the District and PCC will make the necessary materials and information available to TGI in a timely manner;

(c) After completion of the feasibility assessment, TGI will submit to the District a proposal to design, own, operate and maintain the ERS;

(d) Upon acceptance of the TGI proposal by the District, TGI will prepare proposed infrastructure charges, and financial charges between TGI and the District.
3. **Exclusivity and Interim Expenses**

3.1 Based on the foregoing, the District will work exclusively with TGI in the development of an ERS for the Project.

3.2 It is understood that the activities described in Section 2.2 may require the services of third parties. TGI will fund all third party expenses related to the activities described in Section 2.2. It is further understood that TGI will include all expenses (including third party expenses) that it incurs in connection with these activities in its costs when determining monthly fees. Each party will bear its own internal expenses arising under this MOU.

3.3 In the event that TGI and the District do not enter into a Definitive Agreement prior to the expiry of the MOU or if, for any reason, TGI involvement in the Project is terminated prior to the completion of the Project, the District will reimburse TGI for the third party Expenses incurred by TGI upon request by TGI.

3.4 Provisions 3.2 and 3.3 shall survive termination of this MOU.

4. **Confidentiality**

All information or documentation received by either the District or TGI (the "Receiving Party") regarding the business affairs or trade secrets of the other party (the "Disclosing Party"), including information and documentation pertaining to or arising from the business relationship between the parties, shall be deemed to be confidential and proprietary to the Disclosing Party. Except as otherwise provided herein, the Receiving Party shall not directly or indirectly disclose any such confidential information or documentation to any third party without the prior written consent of the Disclosing Party. Except where the third party is another contractor or consultant retained by the Disclosing Party for the purposes of this project and to the extent that such disclosure is necessary for the proper performance of the parties' respective obligations contemplated herein or to the extent that such disclosure is required by law.

Notwithstanding the foregoing, the Receiving Party may use such confidential information or documentation pertaining to or arising from the business relationship if necessary in connection with the preparation for and conduct of submissions to regulatory agencies.

The obligation of confidentiality set out above shall not apply to material, data or information which is known to the Receiving Party prior to its receipt thereof, which is generally available to the public or which has been obtained from a third party which has the right to disclose the same. The confidentiality covenants of the parties herein shall survive the termination of this MOU for a period of two (2) years from the date of termination.

5. **Term of MOU**

This MOU is for an initial period of 1 year commencing on the Effective Date after which it can only be extended by written approval of both TGI and the District.
6. Assignment
It is understood that any reference in this MOU to TGI means Terasen Gas Inc. or any of its affiliates as determined by Terasen Gas Inc. and that TGI may assign its rights and obligation under this MOU to any of its affiliates. The District may assign its rights and obligations under this MOU with the prior written consent of TGI, such consent not to be unreasonably withheld.

7. Binding Terms
This MOU sets out the understanding that has been reached between the parties as to the key terms and the parties’ mutual objectives that apply to the Project. With the exception of Section 3 and Section 4 above, this MOU is not a binding legal agreement and does not create any binding obligations on either party. This MOU reflects an understanding and establishes a framework which is intended to assist the parties in negotiating in good faith the legally binding Definitive Agreements in respect of the Project.

8. Legal Jurisdiction
This MOU shall be governed by the laws of British Columbia.

Made effective __________________________, 2010.

For and on behalf of
Terasen Gas Inc.

For and on behalf of
District of Peachland

________________________________________
Authorized Signatory

________________________________________
Authorized Signatory
To: COTW  
From: Doug Allin Director of Operations  
Date: January 17, 2010  
Subject: Pesticide Bylaw

General:
In late 2008 The ELUC Committee was presented with a draft pesticide bylaw for their consideration. After further direction it was sent back for staff to gather more information and determine if we could present a bylaw that was more comprehensive and restrictive. In the August 25, 2009 speech from the throne, “The Government of British Columbia committed to consult with British Columbians on new statutory protections to further safeguard the environment from cosmetic chemical pesticides”. The Provincial Government has recently gone out for public consultation that will close on the 15th of February 2010. Once the Province announces the proposed changes staff will bring those forward in new draft bylaw for council’s consideration.
2010 Civic Grant applications were advertised in the Peachland View on November 6th & 13th, 2009 and were posted on the District’s website with a submission deadline of November 15th, 2009.

Applications received by 4:00 p.m. November 15th and a summary are attached.

November 24, 2009 Council deferred the Civic Grant applications to be forwarded to Committee of the Whole for budget deliberations and incorporation in the Financial Plan Bylaw.
## CIVIC GRANT APPLICATIONS – SUMMARY & CRITERIA EVALUATION

November 2010

<table>
<thead>
<tr>
<th>ORGANIZATION NAME</th>
<th>MIN. 6 MOS. OPERATION</th>
<th>BASED IN PEACHLAND</th>
<th>LOCAL &amp; AREA MEMBERSHIP</th>
<th>MAJORITY ARE VOTING MEMBERS</th>
<th>CURRENT WITH LICENSING AUTHORITY</th>
<th>APPLIED TO OTHER</th>
<th>GRANT REQUESTED (MAX. $1,000 UNLESS EXEMPTED *)</th>
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<tr>
<td>Peachland Chamber of Commerce/Visitor Information Centre</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>$40,000</td>
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<tr>
<td>Peachland Citizens’ Patrol</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>n/a</td>
<td>No (not registered)</td>
<td>no</td>
<td>$2,275 (exempted)</td>
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<td>Peachland Historical Society</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>$8,000 * (exempted)</td>
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<tr>
<td>Peachland Wellness Centre</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
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<td>$1,000</td>
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<tr>
<td>Peachland Community Policing</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>no</td>
<td>no</td>
<td>no</td>
<td>$1,750.00 (exempted)</td>
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District of Peachland
Staff Report

To: Committee of the Whole
From: Doug Pryde, Director of Finance
Date: January 20, 2010
Subject: 2010 Capital Budget

General:
In the later part of 2009, each department head was asked to submit budget briefings on capital projects considered high in priority in their department. These projects were reviewed and scored by senior management based on the criteria identified on the Capital Priority Worksheet as follows:

1. Essential (maximum of 10 points)
   • Public Safety Imperative
   • Legislated Obligation

2. Opportunity (maximum of 10 points)
   • Timing of favourable conditions
   • External Resources Opportunity

3. Strategic (maximum of 10 points)
   • Liability Exposure
   • Strategic Importance
   • Public & Cost Benefit

A capital spreadsheet was created summarizing capital within each fund categorized as follows:

1. 2009 carry forwards – these are projects that are incomplete as of December 31, 2009 or have not commenced in 2009 and deferred to 2010.

2. 2010 capital identified in the 2009 Financial Plan – these are projects approved by Council in 2009 for the 2010 budget year.

3. New 2010 capital projects – these are new capital projects identified by senior management for Council consideration.

The purpose of the first budget meeting is to introduce the 2010 capital projects for Council discussion. The following budget meeting will focus on capital prioritization by Council considering funding availability.

The 2010 capital spreadsheet and supporting budget briefings will be delivered with the COTW agenda.
District of Peachland
Committee of the Whole Report

To: COTW
From: Linda Rich, Deputy Treasurer
Date: January 20, 2010
Subject: Early Budget Approval – Computer Server
Recommendation: THAT the COTW recommends that Council grant early budget approval for the Vadim computer server replacement, in the amount of $14,000.

Implications of Recommendation:
General:
Will provide continuous, reliable computer functions for the District.

Organizational: N/A

Financial:
The Vadim server replacement is estimated to cost $14,000 including hardware and contract services funded from general tax revenues.

Policy: N/A

BACKGROUND:
The server that runs all of the District’s financial accounting software and applications is starting to fail. There have been several crashes in past weeks. This server is crucial to the business function of the District. If it completely fails, the District will be unable to conduct business for a week while new hardware is ordered, installed and configured. The hardware was scheduled in the 2010 Computer Capital budget for replacement. However, early approval is necessary before it fails completely.

This server is 6 years old, is at full capacity, and is due for replacement this year. There is a mandatory software upgrade for the financial accounting package scheduled in February or March of this year, and the database software is obsolete and no longer supported. The District needs to upgrade the server to accommodate the software upgrade.

REPORT/DOCUMENT:
Attached: Available: Nil: X

OPTIONS:
1. COTW COULD CHOOSE TO SUPPORT THE RECOMMENDATION.
2. COTW COULD CHOOSE NOT TO SUPPORT THE RECOMMENDATION.
3. COTW COULD CHOOSE TO REFER THIS TO STAFF FOR FURTHER INFORMATION