

**VILLAGE OF FRUITVALE
SPECIAL COUNCIL MEETING AGENDA
HELD ELECTRONICALLY VIA ZOOM
MONDAY, APRIL 20, 2020
2:00 PM**

A. CALL TO ORDER - 2:00 PM

B. PURPOSE OF THE MEETING

The purpose of the Special Council Meeting is to provide the first three readings to the Village of Fruitvale 5-Year Capital Plan Bylaw No. 919, 2020 and the Village of Fruitvale Tax Rates Bylaw No. 920, 2020 and to provide Council support to the Essential Services Mutual Aid Agreement.

C. ADOPTION OF AGENDA

RECOMMENDATION: THAT the agenda for the Special Council Meeting of April 20, 2020 be adopted as presented.

D. BUSINESS AT HAND

- a) Village of Fruitvale 5-Year Capital Plan Bylaw No. 919, 2020 - First, Second and Third Reading

RECOMMENDATION: THAT the Village of Fruitvale 5-Year Capital Plan Bylaw No. 919, 2020 be read a first, second and third time.

- b) Village of Fruitvale Tax Rates Bylaw No. 920, 2020 - First, Second and Third Readings

RECOMMENDATION: THAT the Village of Fruitvale Tax Rates Bylaw No. 920, 2020 be read a first, second and third time.

- c) Essential Services Mutual Aid Agreement

RECOMMENDATION: THAT the Village of Fruitvale Council supports the Essential Services Mutual Aid Agreement as drafted by the Regional District of Kootenay Boundary AND FURTHER THAT Council directs staff to enter into the Essential Services Mutual Aid Agreement as drafted by the Regional District of Kootenay Boundary.

E. ADJOURNMENT

RECOMMENDATION: THAT the Special Council Meeting adjourn at XX:XX pm.



THE CORPORATION OF
THE VILLAGE OF FRUITVALE

In the "HEART OF THE BEAVER VALLEY"

Date: April 20, 2020
To: Mayor and Council
From: Kelli Tuttle, CAO
SUBJECT: Village of Fruitvale 5 Year Financial Plan Bylaw No. 919, 2020

Introduction and Analysis:

The community charter requires a municipality to adopt a five year financial plan each year. Bylaw No. 919, 2020 meets the requirement for the years 2020 to 2024. The financial plan lays out the costs of services provided by the Village along with sources of funding to meet those costs. The plan must also include the objectives and policies of the municipality regarding the proportion of revenue from each funding source, the distribution of property taxes among the property tax classes and the permissive tax exemptions. The Community Charter requires adoption of this bylaw no later than May 15th of each year and prior to adoption of the Annual Tax Rate Bylaw.

Recommendation:

THAT Council provides the first three readings to the Village of Fruitvale 5 Year Financial Plan Bylaw No. 919, 2020

Alternative:

THAT Council provides the first two readings to the Village of Fruitvale 5 Year Financial Plan Bylaw No. 919, 2020

AND FURTHER

THAT Council provides direction to staff regarding changes to the 5 Year Financial Plan and corresponding bylaw prior to 3rd reading.

Budget Impacts:

As attached in the draft bylaw

Bylaw/Policy:

Draft Village of Fruitvale 5 Year Financial Plan Bylaw No. 919, 2020.

Attachments:

Draft Village of Fruitvale 5 Year Financial Plan Bylaw No. 919, 2020.



**THE CORPORATION OF THE VILLAGE OF FRUITVALE
BYLAW 919, 2020**

A Bylaw Establishing a Financial Plan Program
to be Undertaken During the Years 2020 to 2024

WHEREAS under the requirements of the Community Charter Act, Part 6, Division 1, Section 165, a municipality must adopt by bylaw a Five Year Financial Plan;

NOW THEREFORE the Council of the Corporation of the Village of Fruitvale, in open meeting assembled, enacts as follows:

1. THAT Schedule "A", being part of the Five-Year Financial Plan for the Years 2020 to 2024 inclusive, attached hereto and forming part of this Bylaw, is hereby adopted and will come into force and effect as of January 1, 2020;
2. THAT Schedule "B", being part of the Five-Year Financial Plan for the Years 2020 to 2024 inclusive, attached hereto and forming part of this Bylaw, is hereby adopted and will come into force and effect as of January 1, 2020;
3. THAT Bylaw No. 907 entitled "Village of Fruitvale Five-Year Financial Plan Bylaw No. 907, 2019", is hereby repealed; and
4. THAT this Bylaw may be cited for all purposes as "Village of Fruitvale Five-Year Financial Plan 2020-2024 Bylaw 919, 2020".

READ a first time this XXth day of April, 2020.

READ a second time this XXth day of April, 2020.

READ a third time this XXth day of April, 2020.

RECONSIDERED, FINALLY PASSED AND ADOPTED this XXth day of XXXX, 2020.

Mayor

Chief Administrative Officer

CERTIFIED a true copy of Bylaw 919, 2020, entitled "Village of Fruitvale Five Year Financial Plan 2020-2024 Bylaw 919, 2020".

DATED this XXth day of XXX, 2020.

Chief Administrative Officer

**SCHEDULE "A" to
FIVE YEAR FINANCIAL PLAN BYLAW 919, 2020**

	2020	2021	2022	2023	2024
	Budget	Budget	Budget	Budget	Budget
Revenues					
Property Taxes	879,090	896,672	914,605	932,897	951,555
Grants in Lieu of Taxes	30,643	31,256	31,881	32,519	33,169
Franchise Fees	14,909	15,207	15,511	15,822	16,138
Collections for Other Agencies	1,896,784	1,934,720	1,973,414	2,012,882	2,053,140
Grants from Prov & Local Gov't	723,116	737,578	752,330	767,376	782,724
Sales of Goods and Services	41,293	42,119	42,961	43,820	44,697
User Fees	82,531	84,182	85,865	87,583	89,334
Internal Transfers	263,624	264,582	265,553	266,543	267,554
Cost Recoveries, Permits, Donations	42,304	43,150	44,013	44,893	45,791
Reserve Transfers	225,400	100,000	100,000	100,000	100,000
Waste Water Parcel Tax	226,900	265,050	303,200	341,350	379,500
Waste Water User Fees	345,229	372,847	402,675	434,889	469,680
Waste Water Grants from Prov & Local	276,454				
Waste Water Capital Borrowing	50,000				
Waste Water Reserve Transfers	112,546	100,000	100,000	100,000	100,000
Water Grants from Prov & Local Gov't	602,406	610,794	619,350	628,077	636,979
Total Revenues	5,813,229	5,498,157	5,651,359	5,808,652	5,970,261
Expenditures					
General	1,896,784	1,934,720	1,973,414	2,012,882	2,053,140
Council	68,321	69,687	71,081	72,503	73,953
Finance and Corporate Services	645,582	638,094	650,856	663,873	677,150
Facilities	36,397	29,985	30,585	31,196	31,820
Recreation & Culture	134,709	137,403	140,151	142,954	145,813
Protective Services	70,633	72,046	73,487	74,956	76,455
Public Works	576,270	587,795	599,551	611,542	623,773
Storm Drains	34,697	35,391	36,099	36,821	37,557
Solid Waste	82,452	84,101	85,783	87,499	89,249
Cemetery	36,408	37,136	37,879	38,636	39,409
Community Services	137,297	140,043	142,844	145,701	148,615
Planning & Development	11,187	4,271	4,356	4,443	4,532
Parks & Recreation	61,505	62,735	63,990	65,270	66,575
Interest on Long-Term Debt	70,000	70,000	70,000	70,000	70,000
Long-Term Debt Repayment	52,548	52,548	52,548	52,548	52,548
Transfer to Reserves	111,867	111,867	111,867	111,867	111,867
Capital	191,400	100,000	100,000	100,000	100,000
Waste Water	396,238	406,144	416,298	426,705	437,373
Waste Water Transfer to Reserves	157,509	213,371	271,196	331,152	393,426
Waste Water Capital	439,000	100,000	100,000	100,000	100,000
Water	419,406	427,794	436,350	445,077	453,979
Water Capital	183,000	183,000	183,000	183,000	183,000
Total Expenditures	5,813,210	5,498,131	5,651,333	5,808,626	5,970,234
Net Revenue/(Expenditure)	19	26	26	26	28

SCHEDULE "B" FIVE YEAR FINANCIAL PLAN BYLAW 919, 2020

In accordance with Section 165(3.1) of the *Community Charter*, the Village of Fruitvale (Village) is required to include in the Five-Year Financial Plan, objectives and policies regarding each of the following:

1. The proportion of total revenue that comes from each of the funding sources described in Section 165(7) of the *Community Charter*;
2. The distribution of property taxes among the property classes, and
3. The use of permissive tax exemptions.

1. Funding Sources

Table 1 shows the proportion of total revenue proposed to be raised for general municipal purposes from each funding source in 2020. Property taxes form the greatest proportion of revenue while government grants provide a large portion of funding to ensure capital projects and many operational services are provided.

Representing 48% of overall revenue, property taxation offers a number of advantages, for example, it is simple to administer and it is relatively easy for residents to understand. It offers a stable and reliable source of revenue for services that are difficult or undesirable to fund on a user pay basis. These include services such as general administration, planning services, fire protection, police services, bylaw enforcement, building inspection, roads and streets maintenance and street lighting.

User fees and charges form another significant portion of discretionary revenue. Many services can be measured and charged on a user pay basis. Services where fees and charges may be easily administered include sewer usage, building permits, business licenses, and sale of specific services and therefore, are charged on a user pay basis. User fees attempt to allocate the value of a service to those who use the service.

Table 1: Sources of Revenue

Revenue Sources	% of Total Revenue	Dollar Value
Property Taxes	48.53%	2,821,426
Parcel Taxes	3.90%	226,900
User Fees and charges	7.36%	427,760
Transfer from Reserves	5.81%	337,946
Other sources	1.44%	83,597
Accumulated surplus and Own Sources	4.53%	263,624
Proceeds from Long-Term Borrowing	0.86%	50,000
Government grants	27.56%	1,601,976
Total	100.00%	5,813,229

Objective

Ensure utilities are self-sustaining. Utilities include solid waste collection and disposal (garbage) and waste water collection and treatment (sewer). Currently solid waste is self-sustaining through user fees funding both capital and operating costs. Waste water operational services are funded through user fees and supplemented by transferring a portion of parcel tax collections to operational costs. The objective is to slowly move the funding model to fully cover operational costs from user fees with parcel tax collections solely designated to the high costs of current and future capital improvements and replacements.

Plan for the long-term sustainability of the Village. A new fitness gym user fee will ensure maintenance, repair and replacement of the current gym facility and equipment is funded by those using the facility and equipment. The fees ensure sustainability of the fitness gym and meeting user needs without a tax burden to all Village residents and taxpayers.

Ensure strategic use of our resources by proactively applying for public sector funding, pursuing sponsorships and seeking efficiencies. The Village of Fruitvale is applying for public sector funding and seeking partnerships whenever possible to more efficiently provide and use our resources to supplement investment into aging assets.

Policies

The Village will review user fee and parcel tax levels annually to ensure they adequately meet both the capital and delivery costs of the service.

Where possible, the Village will endeavor to supplement revenues from user fees and charges rather than taxation in order to lessen the burden on the residential property tax base.

2. Distribution of Property Tax Rates

Table 2 outlines the distribution of municipal property taxes among the property classes. The residential property class provides the largest proportion of property tax revenue. This is appropriate as this class also forms the largest portion of the assessment base and consumes the majority of Village services.

Table 2: Distribution of Municipal Property Taxes

PROPERTY CLASS	% of Taxation	Dollar Value
CLASS 1 Residential	89.87%	790,012
CLASS 2 Utilities	0.79%	6,907
CLASS 3 Supportive Housing		
CLASS 4 Major Industry		
CLASS 5 Light Industry	0.11%	953
CLASS 6 Business & Other	9.24%	81,221
CLASS 7 Managed Forest Land		
CLASS 8 Recreation/Non-profit		
CLASS 9 Farm		
TOTAL	100.00%	879,093

Objective

The residential assessment base is 95.5% of all Village assessments. Businesses, while 4.09% of the total assessment base, receive a slightly elevated level of service. The objective is to correspond the proportionate percentage of tax collections to the level of service relative to the use of services.

Policies

Create financial sustainability of the Village by increasing awareness of Asset Management. Funding services appropriately to include a capital cost charge which represents the use of assets today while also ensuring proper maintenance, operation and replacement of assets. Relate the use of services to the use of assets which provide those services and proportionately allocate the costs to those using the services.

3. Permissive Tax Exemptions

The Village has an existing permissive tax exemption policy which guides the administration and approval of permissive tax exemptions. Eligibility criteria for permissive tax exemptions that are outlined in the policy include the following:

- The tax exemption must demonstrate benefit to the community and residents of the Village by enhancing the quality of life, economically, socially or culturally within the community.
- The goals, policies and principles of the organization receiving the exemption must not be inconsistent or in conflict with those of the Village.
- The organization receiving the exemption must be a registered non-profit society, as the support of the municipality will not be used for commercial or private gain.
- Permissive tax exemptions will be considered in conjunction with:
 - other assistance being provided by the Village;
 - the potential demands for Village services or infrastructure arising from the property; and
 - the amount of revenue that the Village will forego if the exemption is granted.

Table 3: Use of Permissive Tax Exemptions

Bylaw	Name	Roll #	Class	2019 Assessed Value	2019 Total Assessed Value	2019 Municipal Rate	2019 Village General Taxes	Water & Sewer Parcel Taxes	2019 Totals
913, 2019	Beaver Valley Manor Society (affordable)	521.00032.050	Land - 1	200,000		3.52750	705.50		
			Buildings - 1	985,000	1,185,000	3.52750	\$ 3,474.59	\$ 700.00	\$ 4,880.09
913, 2019	Scout Properties	521.00267.000	Land - 8	168,000		3.52750	592.62		
			Buildings - 6	29,200	197,200	8.11330	\$ 236.91	\$ 700.00	\$ 1,529.53
913, 2019	Scout Properties	521.00268.000	Land - 8	188,000		3.52750	663.17		
			Buildings - 6	153,000	341,000	8.11330	\$ 1,241.33	\$ 700.00	\$ 2,604.50
913, 2019	Beaver Valley Curling Club	521.00288.000	Land - 8	60,000		3.52750	\$ 211.65		
			Land - 6	60,000		8.11330	\$ 486.80		
			Buildings - 6	1,118,000	1,238,000	8.11330	\$ 9,070.67	\$ 700.00	\$ 10,469.12
912, 2019	St. Rita's Catholic Church (hall)	521.00055.012	Land - 8	60,600		3.52750	213.77		
			Buildings - 8	313,600	374,200	3.52750	\$ 1,106.22	\$ 700.00	\$ 2,019.99
912, 2019	Beaver Valley Christian Fellowship	521.00337.000	Land - 8	72,500		3.52750	255.74		
			Buildings - 8	211,000	283,500	3.52750	\$ 744.30	\$ 700.00	\$ 1,700.05
912, 2019	United/Anglican Church (hall)	521.00244.099	Land - 8	91,100		3.52750	321.36		
			Buildings - 8	513,000	604,100	3.52750	\$ 1,809.61	\$ 700.00	\$ 2,830.96
912, 2019	United/Anglican Church (land adjacent)	521.00244.100	Land - 8	10,900	10,900	3.52750	\$ 38.45	\$ 700.00	\$ 738.45
913, 2019	South Columbia Search &	521.00371.100	Land - 6	56,400		8.11330	457.59		
			Buildings - 6	222,000	278,400	8.11330	\$ 1,801.15	\$ 700.00	\$ 2,958.74
Grand Total							\$ 23,431.43	\$ 6,300.00	\$ 29,731.43

Objective

The Village will continue to provide permissive tax exemptions to non-profit societies who provide a benefit to the community.

Policies

Review the tax exemption policy annually to assess activities that will be targeted in compliance with the Official Community Plan guidelines.



THE CORPORATION OF
THE VILLAGE OF FRUITVALE

In the "HEART OF THE BEAVER VALLEY"

Date: April 20, 2020
To: Mayor and Council
From: Kelli Tuttle, CAO
SUBJECT: **Village of Fruitvale Tax Rates Bylaw No. 920, 2020**

Introduction and Analysis:

To meet the funding requirements of the 5 year financial plan to be adopted by Council for the years 2020 to 2024, taxation rates must be established by bylaw for the year 2020. The Community Charter requires adoption of this bylaw once the 5 Year Financial Plan Bylaw has been adopted and no later than May 15, 2019.

The general municipal tax rate, column A of Schedule A, is set to collect funds to cover the operational and maintenance requirements of Village services. The general debt tax rate, column B of Schedule A, is an amount to cover the costs to service the Village's long-term debt (interest on long-term debenture).

Annually the Village is requisitioned to pay funding to other levels of government in order to provide the services of those other levels. The Village collects the requisition amount as taxation and in turn submits the requisition amount to the requisitioning department or service. As part of the Village's Tax Rate Bylaw No. 920, 2020, rates have been set to collect through taxation \$812,514 payable to the Regional District of Kootenay Boundary and \$65,689 payable to the Regional Hospital District. The requisition payable to the Regional District of Kootenay Boundary has been reduced by \$71,790 due to an over-collection of funding in 2019. The 2019 RDKB requisition was allocated over the General Municipal Assessment Base rather than the Hospital Assessment Base which resulted in an over-collection. The over-collection is being used to reduce the taxable amount of the RDKB requisition in 2020. The tax rates are included as column C and D of schedule A.

Recommendations:

THAT Council provides the first three readings of the Village of Fruitvale Tax Rates Bylaw No. 920, 2020.

Alternatives:

THAT Council provides the first two readings of the Village of Fruitvale Tax Rates Bylaw No. 920, 2020
AND FURTHER

THAT Council provides direction to staff regarding changes to the Tax Rates and corresponding bylaw prior to 3rd reading.

Budget Impacts:

General taxation to meet the funding requirements of the 5 Year Financial Plan 2020 to 2024. The entire budget impacts can be viewed in the 5 Year Financial Plan.

Bylaw/Policy:

Village of Fruitvale Tax Rates Bylaw No. 920, 2020.

Attachments:

Village of Fruitvale Tax Rates Bylaw No. 920, 2020.



**THE CORPORATION OF THE VILLAGE OF FRUITVALE
BYLAW 920, 2020**

A Bylaw for the Levying of Rates for General Municipal, Regional District and Regional Hospital District Purposes for the Year 2020

WHEREAS under the requirements of *the Community Charter Act*, Part 7, Division 3, Section 197, a municipality must adopt an annual tax rates bylaw;

NOW THEREFORE the Council of the Corporation of the Village of Fruitvale, in open meeting assembled, enacts as follows:

1. THAT the following rates are hereby imposed and levied for the year 2020:
 - a. For all lawful general purposes of the Village of Fruitvale on the value of land and improvements taxable for general municipal purposes, rates appearing in Column 'A' of Schedule "A" attached hereto and forming a part of this Bylaw;
 - b. For all lawful debt purposes of the Village of Fruitvale on the value of land and improvements taxable for general municipal purposes, rates appearing in Column 'B' of Schedule "A" attached hereto and forming a part of this Bylaw;
 - c. For purposes of the Regional District of Kootenay Boundary on the value of land and improvements taxable for Regional District purposes, rates appearing in Column 'C' of Schedule "A" attached hereto and forming a part of this Bylaw;
 - d. For purposes of the Regional Hospital District on the value of land and improvements taxable for Regional Hospital District purposes, rates appearing in Column 'D' of Schedule "A" attached hereto and forming a part of this Bylaw.
2. THAT the minimum amount of taxation upon a parcel of real property shall be One Dollar (\$1.00).
3. THAT Bylaw 908 cited as "Village of Fruitvale Tax Rates 2019 Bylaw 908, 2019" is hereby repealed.
4. THAT this Bylaw shall be cited as "Village of Fruitvale 2020 Tax Rates Bylaw 920, 2020".

READ a first time this XX day of XXX, 2020.

READ a second time this XX day of XXX, 2020.

READ a third time this XX day of XXX, 2020.

RECONSIDERED, FINALLY PASSED AND ADOPTED this XX day of XXX, 2020.

Mayor

Chief Administrative Officer

CERTIFIED a true copy of Bylaw 920, 2020 cited as "Village of Fruitvale Tax Rates Bylaw 920, 2020".

DATED this XX day of XXX, 2020.

Chief Administrative Officer

THE CORPORATION OF THE VILLAGE OF FRUITVALE

Schedule "A" to Bylaw 920, 2020

PROPERTY CLASS	TAX RATES (dollars of tax per \$1,000 of taxable value)			
	A GENERAL MUNICIPAL	B GENERAL DEBT	C REGIONAL DISTRICT	D REGIONAL HOSPITAL DISTRICT
CLASS 1 Residential	3.1646	0.2738	2.805	0.2488
CLASS 2 Utilities	18.9876	1.6428	9.8175	0.8708
CLASS 3 Supportive Housing				
CLASS 4 Major Industry				
CLASS 5 Light Industry	7.595	0.6571	9.537	0.8459
CLASS 6 Business & Other	7.595	0.6571	6.8723	0.6096
CLASS 7 Managed Forest Land				
CLASS 8 Recreation/Non-profit	3.1646	0.2738	2.805	0.2488
CLASS 9 Farm				



THE CORPORATION OF
THE VILLAGE OF FRUITVALE

In the "HEART OF THE BEAVER VALLEY"

Date: April 20, 2020
To: Mayor & Council
From: Kelli Tuttle, CAO
SUBJECT: Essential Services Mutual Aid Agreement

Introduction and Analysis:

By Ministerial Order M084, the Minister of Public Safety and Solicitor General has declared that local authorities must exercise "best efforts" to enter into mutual aid agreements with neighboring jurisdictions to ensure continuity of essential services during the COVID-19 pandemic. The Regional District of Kootenay Boundary has drafted the Essential Services Mutual Aid Agreement to ensure wastewater and drinking water services are maintained throughout the pandemic event.

The parties to the agreement will deploy supplies, equipment, personnel, information and other resources to any other party in the case of an emergency. If resources of any party are insufficient to provide the essential service, the CAO may request aid from any other party beginning with the party in closest proximity to the requester. There will be no charge for providing aid with the exception of reimbursement for consumable items and damages to equipment.

Parties to the agreement include the Regional District of Kootenay Boundary, City of Trail, City of Roseland, Village of Warfield, Village of Montrose and Village of Fruitvale.

Recommendations:

THAT Village of Fruitvale Council supports the Essential Services Mutual Aid Agreement as drafted by the Regional District of Kootenay Boundary

AND FURTHER

THAT Council direct staff to enter into the Essential Services Mutual Aid Agreement as drafted by the Regional District of Kootenay Boundary.

Alternatives:

THAT Village of Fruitvale Council direct staff to investigate alternative agreements.

Budget Impacts – N/A

Bylaw/Policy- N/A

Attachments:

Draft Essential Services Mutual Aid Agreement.

ESSENTIAL SERVICES MUTUAL AID AGREEMENT

THIS AGREEMENT is dated for reference the __ day of April 2020.

BETWEEN:

The Regional District Kootenay Boundayr, a regional district incorporated pursuant to the *Local Government Act* and having its business office at 202-843 Rossland Ave, Trail, British Columbia, V1R 4S8 (the "RDKB")

OF THE FIRST PART

AND:

The City of Trail, a municipality incorporated pursuant to the *Community Charter* and having its business office at 1394 Pine Ave., Trail, British Columbia, V1R 4E6 ("Trail")

OF THE SECOND PART

AND:

The City of Rossland, a municipality incorporated pursuant to the *Community Charter* and having its business office at P.O. Box 1179, 2196 LeRoi Ave, Rossland, British Columbia, V0G 1Y0 ("Rossland")

OF THE THIRD PART

AND:

The Village of Warfield, a municipality incorporated pursuant to the *Community Charter* and having its business office at 555 Schofield Hwy, Trail, British Columbia, V1R 2G7 ("Warfield")

OF THE FOURTH PART

AND:

The Village of Montrose, a municipality incorporated pursuant to the *Community Charter* and having its business office at P.O. Box 510, 565 11th Ave, Montrose, British Columbia, V0G 1P0 ("Montrose")

OF THE FIFTH PART

AND:

The Village of Fruitvale, a municipality incorporated pursuant to the *Community Charter* and having its business office at P.O. Box 370, 1947 Beaver St., Fruitvale, British Columbia, V0G 1L0 ("Fruitvale")

OF THE SIXTH PART

WHEREAS:

- A. MUTUAL AID is the sharing of supplies, equipment, personnel, information, or other resources across political boundaries; and,
- B. By Ministerial Order M084, the Minister of Public Safety and Solicitor General has declared that local authorities must exercise "best efforts" to enter into mutual aid agreements with neighbouring jurisdictions to ensure continuity of essential services during the COVID-19 pandemic, and in particular to ensure that wastewater and drinking water services are maintained; and
- C. ESSENTIAL SERVICES for the purpose of this agreement include water and wastewater infrastructure; and
- D. The Parties desire to enter into an Agreement whereby supplies, equipment, personnel, information, or other resources of any Party can be deployed to assist the other Parties

during an emergency;

- E. The RDKB, Trail, Rossland, Warfield, Montrose and Fruitvale consider it to be of mutual benefit to enter into an arrangement whereby any one of them may, in situations where the resources of their own resources are insufficient, request Mutual Aid from the others to bring the situation under control.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

Interpretation

1. Unless the context otherwise requires, in this Agreement:
 - (a) "CAO" means the person appointed by the Board of Directors or Council for each Party as the Chief Administrative Officer;
 - (b) "Emergency Situation" means a real or anticipated occurrence that in the opinion of the CAO compromises the ability of the Requesting Party to provide an Essential Service to their constituents.
 - (c) "Mutual Aid" means assistance by providing, upon request, emergency resources to another Party outside the jurisdictional boundaries of the Party that provides the emergency resources;
 - (d) "Requesting Party" means the local government requesting Mutual Aid under this Agreement;
 - (e) "Responding Party" means the local government responding to a request for Mutual Aid under this Agreement.

The Request for Mutual Aid

2. Where the CAO of the Requesting Party determines that the resources of their local government are insufficient to provide an Essential Service, whether actual or imminent, they may request the Mutual Aid of another Party for the purposes of maintaining that service and in submitting such request, the said CAO shall specify the type of assistance and the number of personnel required.
3. The Requesting Party shall first request Mutual Aid from the Party that is closest in proximity to their location.
4. If the Party that is closest in proximity to the location of the Requesting Party is unable to provide some or all required Mutual Aid, the Requesting Party may request Mutual Aid from the Party that is next closest in proximity to their location.
5. All requests for Mutual Aid under this Agreement shall be made by the CAO of the Requesting Party to the CAO of the Party from whom Mutual Aid is being requested.

The Provision of Mutual Aid

6. The CAO of a Party from whom Mutual Aid has been requested under this Agreement shall immediately upon receiving the request determine, in their sole discretion, as soon as reasonably possible whether and to what extent the supplies, equipment, personnel, information, or other resources of their local government may be deployed to assist the Requesting Party and shall thereafter deploy to the extent available such supplies, equipment, personnel, information, or other resources.
7. Nothing in this Agreement requires the CAO of a Responding Party from whom Mutual

Aid has been requested under this Agreement to deploy supplies, equipment, personnel, information, or other resources to assist a Requesting Party that the CAO has determined are unavailable or are required to provide service within their local government.

8. All supplies, equipment, personnel, information, or other resources provided by a Responding Party to a Requesting Party under this Agreement shall, for the duration of the time that the Mutual Aid is being provided under this Agreement, be under the direction of the CAO of the Requesting Party who shall adhere to recognized principles of accountability for responder personnel safety.
9. The Requesting Party is responsible for ensuring that any workers from the Responding Party understand the Safe Work Procedures required to undertake the tasks needed to assist and that all safety equipment and proper protective equipment is provided by the Requesting Party.
10. The CAO of a Responding Party may, in their sole discretion, recall at any time for whatever reason any resource provided by their local government to the Requesting Party under this Agreement and shall not be liable for any loss, costs, damages or expenses whatsoever as a result thereof.
11. Upon being notified, whether verbally or in writing, that the CAO of a Responding Party has recalled supplies, equipment, personnel, information, or other resources under section 9 of this Agreement, the CAO of the Requesting Party shall immediately release and return to the Responding Party all supplies, equipment, personnel, information, or other resources provided by the Responding Party that was recalled by the CAO of the Responding Party.
12. The CAO of a Requesting Party shall, as soon as practicable, release and return to the Responding Party all supplies, equipment, personnel, information, or other resources provided by the Responding Party that is no longer required to assist in Requesting local government.
13. The CAO of a Requesting Party shall release and return to the Responding Party all equipment or other resources provided by the Responding Party in the same working condition as when it was accepted by the Requesting Party.

The Cost of Mutual Aid

14. It is understood that no charge shall be levied for services rendered by any of the Parties to this Agreement or personnel of the other Party hereto.
15. The Requesting Party shall reimburse the Responding Party all costs for any consumable items used during the Emergency Situation or any equipment that is damaged beyond repair or destroyed as a result of the event.

Waiver and Indemnification

16. No Party to this Agreement shall bring any claim, action, or demand against any other Party to this Agreement or its elected officials, officers, employees, agents, volunteers, or contractors and, without limiting the generality of the foregoing, in respect of or in any way related to the decision of a CAO as to the level of Mutual Aid, if any, or the withdrawal of Mutual Aid to be provided under this Agreement.
17. No Party to this Agreement, nor its elected officials, officers, employees, agents, volunteers or contractors, shall be liable to any other Party to this Agreement in respect of the decision of a CAO as to the level of Mutual Aid, if any, or the withdrawal of Mutual Aid to be provided under this Agreement.
18. The Requesting Party shall indemnify and save harmless the Responding Party, its

elected officials, officers, employees, agents, volunteers, or contractors from and against any and all claims, demands, actions, causes of action, loss, costs, damages and expense (including legal fees on a solicitor-client basis) in respect of or in any way related to the provision of Mutual Aid under this Agreement and, without limiting the generality of the foregoing, any action taken or thing done or any failure to take action or do a thing under this Agreement, save and except where the claim, demand, action, cause of action, loss, cost, damage, or expense arose from the negligence of the Assisting Party.

19. In the event that a Responding Party acts independently of the Requesting Party then the Responding Party shall not be entitled to any indemnity pursuant to this article, but shall be responsible for its own legal liabilities and shall accordingly indemnify and save harmless the Requesting Party for any and all liabilities, actions, damages and claims of whatever nature or kind arising out of the independent act of the Responding Party in connection with the Mutual Aid.

Insurance

20. Each Party to this Agreement shall keep in force third party liability insurance coverage to a minimum of ten million (\$10,000,000.00), dollars and each such policy shall add all other Parties to this Agreement as additional named insured when rendering Mutual Aid pursuant to this Agreement.
21. Each Party shall maintain insurance coverage on its own equipment.
22. Each Party shall maintain Workers' Compensation coverage and other required coverage for the personnel of its own local government.
23. This Agreement shall be in force for a period of Two Years (24 months) commencing on the date of its execution by all Parties.

Termination

24. Any Party to this Agreement may terminate its rights and obligations under this Agreement by giving ninety (90) days written notice of its intention to do so to the other Parties to this Agreement and thereafter shall be unconditionally released from any further obligation herein save and except any obligation up to the date of termination.
25. Where a Party to this Agreement terminates its rights and obligations under this Agreement, this Agreement shall continue in force between the remaining parties.

Miscellaneous Provisions

26. Any requests for Mutual Aid shall be subject to any of the Parties obligations pursuant to the provisions of the *Emergency Program Act* R.S.B.C. c. 111.
27. The Parties agree to consult on a regular basis through their CAO to achieve the optimum deployment of Mutual Aid.
28. The Parties hereto agree that in the event of dispute between any of the Parties, each of the Parties hereto shall meet with a qualified mediator in a timely manner and attempt in good faith to negotiate a settlement of such dispute during which time such representatives shall disclose to the other all relevant information relating to the dispute.
29. This Agreement shall be the entire agreement between the Parties in respect of the provision of Mutual Aid by the Parties to one another for the purposes of bringing Emergency Situations under control.
30. The Parties may not assign this Agreement without the prior written consent of the other

Parties to this Agreement.

- 31. This Agreement shall ensure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
- 32. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.
- 33. Unless otherwise authorized under this Agreement, all notices under this Agreement shall be given in writing to the CAO of the Parties to this Agreement.
- 34. This Agreement may be executed in any number of counterparts. Any executed counterpart shall be construed as an original. All executed counterparts together shall constitute the Agreement.

IN WITNESS WHEREOF the parties have signed, sealed, and delivered this Agreement as of the date first written above.

The Corporate Seal of the
REGIONAL DISTRICT OF KOOTENAY BOUNDARY
was hereunto affixed in the presence of:

Chair

Chief Administrative Officer

The Corporate Seal of the
CITY F TRAIL
was hereunto affixed in the presence of:

Mayor

Chief Administrative Officer

The Corporate Seal of the
CITY OF ROSSLAND
was hereunto affixed in the presence of:

Mayor

Chief Administrative Officer

The Corporate Seal of the
VILLAGE OF WARFIELD
was hereunto affixed in the presence of:

Mayor

Chief Administrative Officer

The Corporate Seal of the
VILLAGE OF MONTROSE
was hereunto affixed in the presence of:

Mayor

Chief Administrative Officer

The Corporate Seal of the
VILLAGE OF FRUITVALE
was hereunto affixed in the presence of:

Mayor

Chief Administrative Officer

