



## **COMMITTEE AGENDA**

**Agenda** for the **Committee of the Whole** of Council of the Village of Pemberton to be held Tuesday, May 8, 2007 at 1:00 p.m. in Council Chambers, 1350 Aster Street.

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1. **CALL TO ORDER**
2. **PEMBERTON CHILD CARE CENTRE**
3. **PEMBERTON MUSEUM BUILDING PERMIT**
4. **SLRD UPDATE**
5. **DIRECTOR OF DEVELOPMENT SERVICES RECRUITMENT**
6. **STRATEGIC PLAN**
7. **TERMINATION**



# REPORT TO COUNCIL

**Date:** Committee of the Whole - May 8, 2007

Received by Council \_\_\_\_\_

**From:** Lori Pilon, Administrator  
Richard Diamond, Planning Technician  
Nikki Gilmore, Treasurer

Meeting No. \_\_\_\_\_

Date \_\_\_\_\_

**Subject:** Pemberton Childcare Society  
Request for Grant in Aid in amount of Development Cost Charges

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## ADMINISTRATOR'S COMMENT

I recognize and respect that Council has made a decision on this request but feel it is staff's responsibility to ensure that Council has full knowledge of history, issues and impacts. In addition, the Mayor has also requested that staff provide an assessment of the impact of this decision.

## BACKGROUND

On May 1, 2007, at Council Meeting 1181, Council received a written request from the Pemberton Childcare Society for a grant in aid in an amount equal to Development Cost Charges (DCCs) paid by the Pemberton Childcare Society (letter dated April 23, 2007 attached). The DCCs will be \$37,887.12. Council approved the request.

## History

On November 4, 2005 the Pemberton Childcare Society entered into a Licence of Occupation Agreement (attached) with the Village of Pemberton with the intention of entering into a long term lease for the footprint of the building at the time of subdivision of the property. The Agreement includes a commitment by the Society to pay all taxes, rates, rents, assessments, licence fees and charges, including property taxes.

In October of 2006 Council expressed an interest in planning for the future and taking fiscal advantage of an already deployed drilling crew by installing a permanent water line under the Lillooet River to service DL 214 and eventually the Industrial Park, instead of a less costly but temporary solution. Based on the Pemberton Childcare Society's commitment and Council confirming that they would not be waiving DCCs, a report was presented to Council recommending the borrowing of funds from the DCC reserve with the intent of paying them back from the expected payments in 2006/07 of

DCCs from both the Childcare Center and the new Community Center. The following resolution was passed and the funds were expended.

**THAT** in recognition of the need to provide a cost-effective water service to the Pemberton Industrial Park in the future and to gain economic efficiencies in conjunction with the current construction of a sewer service to the Industrial Park;

**THAT** Council direct staff to arrange with Cicuto Contracting (2004) Ltd. for the construction of a 400mm water main crossing from the Pemberton waste water treatment plant to DL 214 at a total cost of \$181,000.

## **ISSUES**

### **Legal Challenges**

Section 933 of the *Local Government Act* provides the authority for a municipality to create a Development Cost Charge Bylaw and also sets out specific restrictions on the waiving or reduction of fees. Pursuant to subsections (11) and (12) a local government must not provide assistance by waiving or reducing a DCC except for places of public worship that are exempt from taxation and for not-for-profit rental housing.

Pursuant to Section 173 of the *Community Charter* a municipality must not make an expenditure other than one that is included for that year in its financial plan, so long as the expenditure is not expressly prohibited by or under this or another Act. This expenditure is not included in the financial plan and appears to be prohibited under the *Local Government Act*.

Pursuant to Section 191 of the *Community Charter* a council member who votes for a bylaw or resolution authorizing the expenditure, investment or other use of money contrary to the *Community Charter* or the *Local Government Act* is personally liable to the municipality for the amount.

### **Financial Implications**

A contribution in the amount of \$37,887 amounts to 4.52% of taxes to be levied in 2007 for general municipal purposes.

On March 6, 2007 Council approved a provisionary budget that provided for expenditures of up to \$15,000 under the Community Enhancement Fund. Not including the contribution to the Pemberton Childcare Society, Council has contributed a total of \$12,750 to a variety of community organizations, leaving a balance of \$2,250 in the Community Enhancement Fund (for the remainder of fiscal 2007). The contribution to the Pemberton Childcare Society puts the fund in a deficit position of \$35,637.

### **Precedent**

Council's decision to provide a grant in aid to the Pemberton Childcare Society in an amount equal to the DCCs paid by the Pemberton Childcare Society may set a precedent and expectation from other organizations for similar consideration. Area C Director Suzie Gimse who attended the Council meeting of May 1, 2007 suggested that consideration should also be given to exempting the Community Centre (\$151,152), and the Pemberton and District Museum Society has by way of letter dated April 20, 2007 already requested that Council consider waiving associated fees for their current project which would include DCCs in the amount of \$16,871.

### **Benefit**

The Pemberton Children's Centre is an important and worthy community initiative that will benefit both residents of the Village and the SLRD Electoral Area C. The granting of a grant in aid, however, puts an inequitable share of the cost on Village rate payers.

### **COUNCIL OPTIONS**

Option 1: Status quo. Accept the report for information and take no further action.

Option 2: Request legal opinion on issue of granting grant-in-aid in equal amount to DCCs; if legal opinion permits, request staff to amend the Five Year Financial Plan to increase general government expenditures and reduce contribution to reserve both by \$37,887.

Option 3: Pursuant to Section 131 of the *Community Charter* bring the matter back for reconsideration and refer the request to the Joint Grant-in-Aid program.

Option 4: Pursuant to Section 131 of the *Community Charter* bring the matter back for reconsideration and deny the request.

Option 5: Any combination of the above.

#### Attachments:

Letter from Pemberton Childcare Society dated April 23, 2007  
Licence of Occupation dated November 4, 2005  
Report to Council dated October 3, 2007

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Received by Council \_\_\_\_\_  
 Meeting No. 1181  
 Date May 7/07

April 23, 2007

**RECEIVED**

Village of Pemberton  
 Box 100  
 Pemberton, BC V0N 2L0

**APR 24 2007**

**Village of Pemberton**

**RE: Development Cost Charges**

Dear Mayor and Council members,

As you are aware, The Pemberton Childcare Society has begun construction on the much anticipated Pemberton Children's Centre. For the past several years the PCS has been aggressively and energetically raising funds to build the Centre; nearly \$950,000 has been raised to date. Funds have been received by way of Provincial Government grants, Charitable Foundation grants, local businesses and individual community members.

With increasing costs, every dollar raised will be required for building the Centre; paying for on-site and off-site landscaping, parking stalls, an emergency access road (as requested by the Village of Pemberton) and furnishings, equipment, supplies and toys to operate the Centre.

The Pemberton Childcare Society anticipates that the funds raised to date will not cover all the costs and consequently we will have to resort to borrowing funds. Every dollar spared will reduce the operating costs, which in turn would financially benefit the families attending the Pemberton Children's Centre. Therefore, the PCS is requesting an amount equal to the Development Cost Charges paid by the Pemberton Childcare Society be granted back to the Society by way of a grant in aid.

We trust that Council recognizes the importance of this project and how it will positively impact the families and children of Pemberton for many years to come.

The Pemberton Childcare Society thanks Mayor and Council for their continued support of our Centre and the fundraising efforts of the PCS.

Sincerely,

Stephanie Coughlin  
 Chair, Pemberton Childcare Society

THIS AGREEMENT dated for reference the 4 day November of , 2005.

BETWEEN:

**VILLAGE OF PEMBERTON**

Municipal Hall  
P.O. Box 100  
7400 Prospect Street  
Pemberton, B.C.  
V0N 2L0

(the "Village")

AND:

**PEMBERTON CHILDCARE SOCIETY**

P.O. Box 684  
Pemberton, B.C.  
V0N 2L0

(the "Society")

WHEREAS the Village has agreed to grant a licence to the Society and the Society has agreed to accept such licence from the Village, on the terms and conditions set out herein over a portion of lands legally described as Lot 15, Plan 7619, DL 203 (the "Lands) owned by the Village in the Village of Pemberton, in the Province of British Columbia, which portion is shown on the sketch plan attached as Schedule "A" hereto (the "Premises");

NOW THEREFORE the parties in consideration of the terms, conditions and agreements contained herein, hereby covenant and agree as follows:

1. Grant

- (a) The Village hereby grants to the Society a licence to occupy the Premises for a period of one year and commence planning and preparation for construction of a day care facility thereon, commencing from the date first written above, on the terms and conditions set out herein.
  
- (b) The Society shall be responsible for all improvements to the Premises, at its sole cost and risk, provided that such improvements:
  - (a) comply with the Village bylaws;
  - (b) do not impede access by the Village to the remainder of the Lands; and
  - (c) are removed and the Premises are restored at the conclusion of the Term in the event a longer term Lease as referenced in Section 2(2) is not concluded.

2. Conditions and Conversion

- (1) The grant of rights hereunder by the Village to the Society shall be subject to the following conditions precedent, all of which are for the sole benefit of the Village and must be satisfied or waived by the Village in its absolute discretion for this Agreement to come into force:
  - (a) confirmation of specific portion of Lands to be made available as the Premises by way of survey;
  - (b) confirmation that this agreement shall not affect the possibility of reverter in favour of the Crown;
  - (c) confirmation that the Society is a not for profit legal entity; and

(d) approval of Municipal Council.

(2) The Village acknowledges and agrees with the Society that the long-term intention of the parties is to convert this licence Agreement to a Lease Agreement of the Building to be built thereon, with such lease to be for a nominal rent payment, allowing the Society to remove or relocate the Building at the termination or earlier cancellation of the Lease, for a term of 10 years with a one time right of renewal, so long as the Society continued to comply with the use restriction and all other terms of the lease, once the conditions set out in Section 2(1) have been completed and once the following conditions precedent, for the sole benefit of the Village, have been further satisfied or waived:

- (a) compliance with all statutory conditions for disposal of an interest in land and granting of assistance; and
- (b) Completion of a structure to be built on the Premises by the Society and thereafter a survey of the Premises to define the Building, to be the subject of the lease.

### 3. Renewal

There shall be no right of renewal of this licence, unless the parties are continuing to work towards satisfaction of the conditions set out in Section 2, in which case it may be extended by mutual consent.

### 4. Rent

There shall be no rent payable, except that any amounts expended by the Village in default of the Society's obligations shall be collected in a like manner and with all remedies as unpaid rent.

5. Village's Covenants

The Village covenants and agrees to provide quiet enjoyment of the Premises for so long as all covenants and agreements contained in the Licence are adhered to and complied with by the Society.

6. Society's Covenants

The Society hereby covenants and agrees:

- (a) to pay rent;
- (b) to repair;
- (c) to show receipts;
- (d) to pay all taxes, rates, rents, assessments, licence fees and charges, including property taxes;
- (e) that the Village may enter and view the state of the repair and that the Society will repair according to notice;
- (f) to keep the Premises in a neat, tidy and clean condition;
- (g) to report any damages to the Village immediately;
- (h) to not make any changes to the Premises without the Village's prior written approval;
- (i) to maintain the grounds in a neat and tidy condition;

- (j) that it will not assign or sublet without leave of the Village, which may be withheld or refused in its absolute discretion;
- (k) that it will comply with all laws, bylaws, regulations and rules of any government authority;
- (l) that it will leave the Premises in good repair, as set out in Section 9 herein;
- (m) proviso for re-entry by the Village on non-payment of rent or non-performance of covenants;
- (n) to use the Premises only for not for profit day care purposes;
- (o) not to allow any liens to be registered against the Premises as a result of doing or failing to do any act; and
- (p) to, at its expense, throughout the term of the Agreement, including any renewal thereof, secure, maintain and pay for a Commercial General Liability Insurance Policy or Policies for bodily injury and property damage, and the foregoing insurance obligations shall be subject to the following additional requirements:
  - (i) the limits of liability for personal injury, bodily injury and property damage combined shall be for not less than \$5,000,000 each concurrence or such other reasonable amount as agreed on between the parties;
  - (ii) the Village shall be named as an additional named insured under the Society's policy or policies of insurance;
  - (iii) every policy of insurance required to be maintained

pursuant to this Agreement shall include a provision requiring the insurer to give the Village 30 days' prior written notice before making any material change in said insurance or termination or cancellation thereof;

(iv) upon execution of this Agreement, the Society shall provide the Village a certificate or certificates of insurance as evidence confirming coverage as required in this Agreement including evidence of any insurance renewal policy or policies. Every certificate or certificates of insurance shall include certification by the insurer that the certificate of insurance specifically conforms to all material provisions of this Agreement; and

(v) the Society shall be responsible for insuring all of its own possessions at or on the Premises against all risks and the Society shall be responsible for determining its own additional insurance coverages, if any, including Workers' Compensation and property insurance, that are necessary or advisable for its own protection or to fulfil its obligations under this Agreement. Any additional insurance shall be provided and maintained by the Society at its sole expense.

7. The Society will not bring upon the Premises or any part thereof, or cause or suffer the bringing upon the Premises or any part thereof, any Hazardous Substances and if at any time, notwithstanding the foregoing covenant of the Society, there shall be any hazardous substances upon the Premises or a part thereof, the Society shall, at its own expense:

(i) immediately give the Village notice to that effect and thereafter give the Village from time to time written notice

of the extent and nature of the Society's compliance with the following provisions of this section;

- (ii) promptly remove the hazardous substances from the Premises in a manner which conforms with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders governing the movement of the same; and
- (iii) if requested by the Village, obtain at the Society's cost and expense from an independent consultant designated or approved by the Village verification of the complete and proper removal of the hazardous substances from the Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this section.

8. Breach of Laws Relating to Hazardous Substances

- (a) Without limiting the generality of the preceding section, the Society shall immediately give written notice to the Village of the occurrence of any event on the Premises constituting an offence under or a breach of any applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders from time to time in force relating to hazardous substances, and at its own cost and expense, comply with all applicable municipal, regional, provincial and federal legislative enactments, bylaws, regulations or orders from time to time in force relating to the Village, the Society, the activities carried out on the Premises relating to hazardous substances and the protection of the environment and shall immediately give written notice to the Village of the occurrence of any event on the Premises constituting an

offence thereunder or be in breach thereof and, if the Society shall, either alone or with others, cause or suffer the happening of such event, the Society shall, at its own expense:

- (i) immediately give the Village notice to that effect and thereafter give the Village from time to time written notice of the extent and nature of the Society's compliance with the following provisions of this section;
  - (ii) promptly remove the hazardous substances from the Premises in a manner which conforms with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders governing the movement of the same; and
  - (iii) if requested by the Village, obtain at the Society's cost and expense from an independent consultant designated or approved by the Village a certificate verifying the complete and proper removal thereof from the Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this section.
- (b) The Society shall, at its own expense, remedy any damage to the Premises caused by such event within the Premises or by the performance of the Society's obligations under this section as a result of such occurrence.
- (c) If any governmental authority having jurisdiction shall require the cleanup of any hazardous substances held, released, spilled, abandoned or placed upon the Premises or released into the environment from the Premises during the Term, then the Society shall, at its own expense, prepare all necessary studies, plans and

proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work and shall keep the Village fully informed and provide to the Village full information with respect to proposed plans and comply with the Village's requirements with respect to such plans. The Society agrees that if the Village determines, in its sole discretion, that the Village, its property or its reputation is placed in any jeopardy by the requirement for any such work, the Village may itself undertake such work or any part thereof at the cost and expense of the Society.

9. Covenants Survive Termination

The obligations of the Society related to indemnification and hazardous substances shall survive the expiry or earlier termination of this Licence save only that, to the extent that the performance of those obligations requires access to or entry upon the Premises or any part thereof following the expiry or earlier termination of this Licence, the Society shall have such entry and access only at such times and upon such terms and conditions as the Village may from time to time specify; and the Village may, at the Society's cost and expense, itself or by its agents, servants, employees, contractors and subcontractors, undertake the performance of any necessary work in order to complete such obligations of the Society; but having commenced such work, the Village shall have no obligation to the Society to complete such work.

10. Indemnification

The Society shall indemnify and save the Village, its officers, employees, servants, agents and elected officials harmless from and against any and all claims, actions, causes of action, debts or demands of any nature of kind whatsoever, whenever arising, whether known or unknown, made by any person and arising out of or in any way connected to the Society's use of or presence in the Premises or the actions of the Society or its officers, employees, invitees or guests in the Premises, including property damage, personal injury or death.

11. Termination

The Society acknowledges that the Village may terminate this Licence on the provision of 30 days' notice in writing to the Society if the Society breaches any provision of this Licence, if the Term is taken or seized by any creditor of the Society or if the Society makes an assignment in favour of creditors, a receiver is appointed or bankruptcy or insolvency proceedings are taken against or by the Society.

13. General Provisions

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns, employees, agents, officers, elected officials and invitees; and the masculine shall include the feminine, body politic or body corporate and the singular shall include the plural as the context and the parties so require; time is of the essence and any notice required to be given shall be sufficiently given if delivered to the parties at the respective address first shown above and shall be deemed to have been received on the earlier of personal service or five days after the acceptance for mailing by Canada Post Office to the address shown above or such other address as may be given from time to time by one party to the other pursuant to this Agreement.

WHEREFORE the parties hereto have hereunto by their respective duly noted authorized signatories have executed this document as of the date first written above:

IN WITNESS WHEREOF the Corporate )  
Seal of the Pemberton Childcare Society )  
was hereunto affixed in the presence of: )

STEPHANIE COUGHLIN )  
Print name: )

C/S

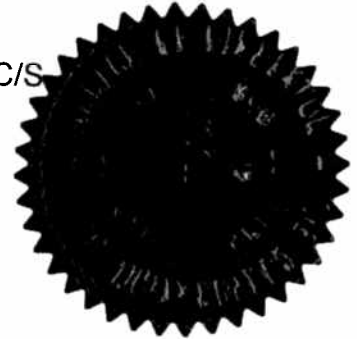
[Signature] )  
Print name: )

IN WITNESS WHEREOF the Corporate )  
Seal of the VILLAGE OF PEMBERTON )  
was hereunto affixed in the presence of: )

[Signature] )  
MAYOR )

[Signature] )  
CLERK )

C/S







PO Box 100, 7400 Prospect St.  
Pemberton, BC V0N 2L0  
Phone: 1-604-894-6135  
Fax: 1-604-894-6136  
e-mail: admin@pemberton.ca  
website: www.pemberton.ca

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**Date: October 3, 2006**

**From: David Allen, Director of Development Services**

**Subject: Revised Option for Provision of Domestic Water Service to DL 214**

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### **RECOMMENDATION**

THAT in recognition of the need to provide a cost-effective water service to the Pemberton Industrial Park in the future and to gain economic efficiencies in conjunction with the current construction of a sewer service to the Industrial Park;

THAT Council direct staff to arrange with Cicuto Contracting (2004) Ltd. for the construction of a 400 mm water main crossing from the Pemberton waste water treatment plant to DL 214 at a total cost of \$181,000.

### **BACKGROUND**

At Council Meeting No. 1165 held on October 3, 2006 Council rose with a report containing the following resolution:

Provision of Domestic Water Service to DL 214

Moved/Seconded

THAT in order for the Village of Pemberton to obtain a Right of Way over DL 214 for the current provision of sewer, and future provision of water services to the Pemberton Industrial Park;

THAT Council direct staff to arrange with Cicuto Contracting (2004) Ltd. for the construction of a 75 mm water main crossing from the Pemberton waste water treatment plant to DL 214 at a total cost of \$45,000.

CARRIED

OPPOSED: Councillor McLeod

This resolution was based on a report from the Director of Development Services that outlined options for the provision of water service to DL 214 as part of the requirements of obtaining permission for a right of way to provide sewer and water service to the Pemberton Industrial Park. One of the options identified, but not

recommended, was the construction of a 210 meter long 400 mm (16 inch) water main that would cross the Lillooet River.

## **DISCUSSION**

Under section 189 (4.1) the *Community Charter* a municipality may borrow from one DCC reserve fund to provide to another reserve fund. However, in the 2006 budget all the current DCC reserve funds have been committed to the new Well, Conditioning and Disinfection Project. If these funds were not already committed in the current budget, they could be borrowed to undertake the construction of the 400 mm water main.

Since that time, new information has come forward indicating that this option could be undertaken based on new contributions to the Village of Pemberton Development Cost Charge (DCC) reserves, expected this year. Combined, both the new Pemberton Community Centre and new Pemberton Day Care Centre will be required to contribute to DCC reserves in the amount of approximately \$175,000.

The Village will also be required to contribute approximately 10% of the cost (\$18,000) of constructing the 400 mm crossing, as the size of water main is being increased from 250 mm to eventually provide fire flows to the airport once a new reservoir is constructed near the Industrial Park.

In combination with \$45,000 that has already been approved as part of the Industrial Park Sewer Servicing Project to provide water service to DL 214, there are more than enough funds to undertake the construction of a 400 mm water main to DL 214.

## **STAFF RECOMMENDATION**

THAT in recognition of the need to provide a cost-effective water service to the Pemberton Industrial Park in the future and to gain economic efficiencies in conjunction with the current construction of a sewer service to the Industrial Park;

THAT Council direct staff to arrange with Cicuto Contracting (2004) Ltd. for the construction of a 400 mm water main crossing from the Pemberton waste water treatment plant to DL 214 at a total cost of \$181,000.

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David Allen, B.E.S.  
Director of Development Services

Approved for Council Agenda

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Lori Pilon  
Administrator



**Date:** Committee of the Whole - May 8, 2007

Received by Council \_\_\_\_\_

**From:** Richard Diamond, Building Inspector

Meeting No. \_\_\_\_\_

**Subject:** Pemberton Museum

Date \_\_\_\_\_

**RECOMMENDATION**

**THAT** Council provide direction regarding the waiving of the Building Permit and other associated fees, and other issues related to the issuing of building, plumbing and sprinkler permits.

**BACKGROUND AND COMMENTS**

On April 20, 2007 George Henry, President, Pemberton & District Museum & Archive Society requested that Building Permit and other associated fees be waived for the new display and administration building. At the regular council meeting 1181 on May 1, 2007, Council passed the following resolution:

**THAT** the Building Permit fees for the museum project be waived;  
**AND THAT** the request to waive other associated fees be referred to Staff for review and report back to Council on May 15, 2007.

The Building Department staff has reviewed the impacts of this resolution, and has included them for council discussion.

**BUDGET**

Financial

The following fees are associated with the Building Permit:

- Building Permit Fee (already waived): \$ 2,348
- DCC's payable: \$16,871
- Possible Sewer Connection Fee: \$ 500
- Water Service Upgrade: TBD
- Water Connection Fee: \$ 500

**Total Costs: \$20 219 plus TBD costs**

### Administrative

Eight (8) hours of staff time to write and present report to Council for approval, plus clerical time for same.

### Inspections

Site inspections time is dependent on quality of contractor, and permit administration time.

### Legal

Same legal issues as set out in the report for the Pemberton Childcare Society with regard to the waiving of Development Cost Charges.

## **DISCUSSION**

The following issues will need to be addressed as part of issuing the Building, Plumbing and Sprinkler Permit:

- Waiving the flood plain requirements (Geotechnical Engineer report supporting this request has been provided.)
- Entering into a flooding covenant as part of the above (indemnification of the Village and its Employees.)
- Obtaining a License of Occupation (or other similar arrangement) from the Society in order to operate the Museum on Village lands.
- Direct the Building Inspector to issue a Building, Plumbing and Sprinkler Permit subject to the conditions noted above.
- Parking variance.

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Richard Diamond, Building Inspector.

Approved for Committee of the Whole Agenda

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Lori Pilon  
Administrator



# REPORT TO COUNCIL

**Date:** Committee of the Whole - May 8, 2007

**From:** Lori Pilon, Administrator

**Subject:** SLRD Update

Received by Council \_\_\_\_\_

Meeting No. \_\_\_\_\_

Date \_\_\_\_\_

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The following provides an update on ongoing issues that the Village is pursuing with the SLRD:

- Fire Agreement for areas beyond the current specified areas. Discussions and negotiations on this item have been formally ongoing since August of 2006. We are waiting for the SLRD to confirm acceptance of the Village's final offer which was hand delivered to them on March 30, 2007. Have recently (May 4, 2007) received a commitment that we would receive a letter before the May 8<sup>th</sup> Committee of the Whole meeting. In addition, the SLRD's position on the transfer of the fire trucks is that they must receive compensation for them which they will credit to the SLRD and VOP. The Village will then charge the SLRD and VOP for the same amount.
- PNID Agreement. Discussions and negotiations on this item have been ongoing prior to my arriving a year ago. At the Joint Operations meeting held on December 6, 2006 a recommendation was made that staff work to finalize a water supply agreement for acceptance by February 28, 2007. As a condition of providing water to the PNID the Village required that the SLRD replace two existing meters by March 31, 2007. At a Council meeting on December 19, 2006 Suzie Gimse confirmed that staff were proceeding with the purchase of meters and that March 31 would likely not be a problem. The SLRD now does not intend to replace the meters, and plan to propose an alternate solution to ensure accurate readings. I have requested the alternate proposal and have provided a reminder that effective April 1, 2007 a 20% premium will be charged if meters are not installed.
- Office Maintenance. The SLRD has exclusive use of approximately 70% of the upper floor and has been paying 29% of the cost of maintenance and building expenses for the same. The SLRD initially returned 2006 invoice unpaid. I have spoken to Paul Edgington who has committed to taking care of this payment. Discussions will likely be ongoing for cost sharing for 2007.
- Community Centre Development Permit. Conditions still outstanding. The DP and building permit have not yet been issued. Richard Diamond and I met with SLRD representatives on May 7<sup>th</sup> to get an update on the status of the conditions.



**Date:** May 8, 2007  
**From:** Lori Pilon, Administrator  
**Subject:** Director of Development Services

Received by Council \_\_\_\_\_  
Meeting No. \_\_\_\_\_  
Date \_\_\_\_\_

**RECOMMENDATIONS**

**THAT** the Village proceed with recruitment and hiring of a Director of Development Services.

**BACKGROUND AND COMMENTS**

In April 2007, David Allen resigned from the Village of Pemberton Director of Development Services position. Over the past three weeks I have assessed our situation to see how other staff could step up, the extent of the workload, and whether we needed to fill the position as is or with modifications. I have come to the conclusion that we need to fill the position pretty much as it is described (or currently understood) which is someone to manage the building, development and capital works. Besides planning Development has been a catch all for special projects such as implementing a water meter program, acquisition of Portage Road and developing a sustainability plan, to name a few. John Collison has been contacted and provided the following proposal to assist with the process.

**BUDGET IMPACT**

Consulting Fees: \$150 per hour, range of 50 to 70 hours, total: **\$7,500 – \$10,500**

**DISCUSSION**

John Collison, Collison & Associates Ltd has provided a proposal that would assist with the following aspects of recruitment to fill the Director of Development Services Position:

1. Update the position description to more accurately capture the present roles and responsibilities and perhaps any potential additions in the next 6 – 12 months. Review the qualifications.
2. Review/revise the ad previously developed for the 2004 search process.

3. Discuss advertising strategies.
4. Prepare a summary of resumes received in response to the advertising strategies used for the search.
5. Review/revise the interview questionnaires used in the 2004 search process.
6. Assist in developing a scenario for completion by interviews selected to be interviewed.
7. Participate in the interview process as part of the selection panel.
8. Develop a telephone reference checking template for completing telephone reference checks.
9. Assist with the completion of telephone reference calls.
10. Assist with possible networking telephone calls that may be required for this recruitment project.

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Lori Pilon, Administrator

Approved for Committee of the Whole Agenda

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Lori Pilon  
Administrator



## Strategic Plan - Draft

The Village's Strategic Plan aspires to set a stable course for Pemberton, balancing social, economic and environmental goals to ensure the Village maintains its unique character and enviable quality of life.

It builds on current projects and achievements, and provides immediate, short and longer term actions.

### THE FOUR PILLARS OF PEMBERTON'S PLAN

**Social Sustainability** is the striving to create a strong and vibrant community, recognizing the importance and benefits Pemberton derives from an engaged healthy citizenry. Residents take pleasure in a quality of life, supported by walkability, community gathering spaces, and access to trails and recreation. Citizens are engaged and empowered – enjoying volunteering opportunities, involvement in community groups, and municipal support for community-driven initiatives. Elders are valued, and the community strives to support a multi-generational and healthy mix of families, singles, and seniors.

Actions to support social sustainability include:

- **Enhancing Pemberton's walkability**, through stroller-friendly sidewalks, bike lanes, trails plans, and handicapped accessibility. The Pemberton Creek Bridge is a priority, alongside the Frontier Street Downtown Revitalization plan. A trails plan for the Village land is also on the work list. Pemberton's rural feel, agricultural roots and horse-friendliness is highly valued and to be preserved.
- **Supporting affordable housing**. Smart Growth principles endorse concentrated nodes of development in order to enhance walkability, and ensuring diversity in a community by providing a variety of housing options. The Village will develop an affordable housing policy that will ensure a diverse range of options, provide developer incentives to value resident affordability, and explore the role of secondary suites, modular homes, town homes and hostel, as part of that goal.
- **Investing in our recreational assets**. One Mile Lake is a natural recreational amenity for Pemberton and the Village will upgrade the vehicle access, maintain the dock and implement a replacement plan to roll out over 2007 and 2008, improve signage at the Dog Beach, install two more picnic tables to enhance the One Mile Lake park experience and make it more accessible. Development of the Community Centre will be completed, and funding opportunities pursued vigorously, to further develop that community heart with skate, bike and water park developments.
- **Supporting a multi-generational community**. A key to social sustainability is supporting area residents to age in place. In conjunction with the Seniors Society, the Lions club and the Mount Currie band the Village will develop a plan to become a senior-friendly community. The Village will also support and facilitate the process for development of the Lions land into seniors housing.

- **Creating cultural opportunities.** The Village will support the hosting of the Ichinomiya Sister City.
- **Building relationships with First Nations.** The Village values its relationship with the Lil'wat Nation and will continue to work to improve the respect and trust between communities and to undertake joint initiatives that improve conditions and provide benefits to both communities. The Village and Lil'wat Nation are jointly undertaking a feasibility study for drug and alcohol addictions treatment and/or facility.

**Economic Sustainability** is a commitment to make decisions that are fiscally responsible and that balance the short term needs of the community against their long term impacts. It also means valuing and supporting a diversified economy.

Actions to support economic sustainability include:

- **Supporting the Downtown Revitalization.** Beautification of the town core will support the local economy by attracting people to the downtown. Creating gathering places for people, through green space, accessible parking, linked trails and upgraded sidewalks will contribute to this injection of spirit. Implementing the first phase of the Frontier Street Park, cleaning up potholes, freshening up road paint, installing new banners, adding flowering baskets, lights on trees and benches at the bus stop will enhance the downtown experience.
- **Undertaking a Strategic Plan for the Airport.** The Airport Authority has been incorporated and \$100,000 secured to develop a strategic plan for a valuable Pemberton asset. The process will be initiated this year, with the consulting contract awarded to Intervistas, and a September 30 deadline.
- **Secondary access to downtown.** Planning continues for a second access to Pemberton.
- **Support of Tourism Pemberton.** The Village recognizes Tourism Pemberton, a committee of the Chamber of Commerce, as Pemberton's key tourism representative, and supports their initiative to help diversify the economy.
- **Leveraging Olympic Opportunities.** The hiring of an Olympic Development Officer dedicated to leveraging Olympic opportunities and pursuing benefits for Pemberton and beyond in a strategic, community-minded way, will be spearheaded this year.
- **Exploring the Village boundaries.** In conjunction with the sub-regional planning study, the Village will identify developable lands in its conceivable service-shed, and explore the viability of boundary expansion to the lands south of Tisdale.

**Environmental Sustainability** acknowledges our interdependence with the natural world, and the enhanced quality of life Pembertonians enjoy because of the region's natural assets, clean air and water, and accessibility of nature. The Village aspires to protect the integrity of our environment through education initiatives and the efficient management of our resources.

- **Supporting the Pemberton Environmental Interpretive Centre on One Mile Lake.** As a combination fish hatchery and interpretive centre, the PEIC would add value for residents, by providing cultural, learning and stewardship opportunities and would also serve as a tourism asset.
- **Phasing in Water Metering** to encourage water conservation and responsible consumption.
- **Valuing energy neutrality.** The Village will explore ways to measure our energy footprint and pursue and champion the 'low-hanging fruit' ways in which we can be energy neutral. The Village will establish an ad hoc community Environmental Task Force to identify opportunities to green Pemberton, and explore conducting an energy audit of the Village operations. The environment is recognized as an equally important pillar in our quest for sustainability and will be factored into the balance in day to day decisions.
- **Exploring renewable green energy.** The Village will explore the feasibility of an alternate energy project that respects Pemberton's priorities and values and ensures no negative impact on the environment.

**Good Governance** is a commitment to open and accountable government, to integrity in action, citizen engagement and fiscal responsibility. The Village is committed to delivering municipal services at the highest possible level, within the scope of our resources.

- **Open channels of communication.** The Village pursues initiatives to keep residents, investors, businesses and visitors informed, through the use of local media, the village website, town hall meetings and open houses, open council meetings, FAQ brochures and feedback forms.
- **Developing a secondary well.** This priority project for the community continues with further drilling to identify a suitable site, to develop a second well, with conditioning and treatment infrastructure.
- **Encouraging recycling and responsible waste management.** The Village supports responsible waste management through the installation of 3 bear-proof recycling bins for high traffic areas at One Mile Lake, the Visitors Centre and downtown, to divert recyclables from landfill. A feasibility report on garbage pick-up will be conducted. Upon completion of the sewer installation at the Industrial park, a review of the Waste transfer station will take place, exploring the hours of operation, monitoring of the facility and the installation of motion sensor lights.
- **Alternative sources of funding to meet the community's infrastructure needs will be explored.** The Village will continue to explore and support the establishment of a developer-contributed recreational Amenity Fund.
- **Community visioning.** The Village will host an Imagine Pemberton workshop and invite residents to dream the future of Pemberton with an open house community mapping project.