

COPY

**INTERMUNICIPAL EMERGENCY OPERATIONS
SERVICE BYLAW NUMBER 5249**

A bylaw to establish an intermunicipal scheme for the provision
of Emergency Operations Services

WHEREAS the Intermunicipal Participants have agreed to establish an intermunicipal scheme in relation to Emergency Operations Services for which they have authority under the *Community Charter* or the *Local Government Act*;

AND WHEREAS the nature the service is such that the interests of the inhabitants of the region are best served without reference to municipal boundaries;

AND WHEREAS the *Community Charter* provides that two or more municipalities may, by bylaw adopted by the council of each participating municipality, establish an intermunicipal scheme in relation to one or more matters for which they have authority under the *Community Charter* or the *Local Government Act*;

NOW THEREFORE the Council of the City of Vernon enacts as follows:

Citation

1. This bylaw may be cited as "Intermunicipal Emergency Operations Service Bylaw Number 5249, 2010"

Definitions and Interpretation

2. In this bylaw
 - (a) "Intermunicipal Participant" means, subject to section 7, the City of Vernon, District of Coldstream, Village of Lumby, Township of Spallumcheen, City of Armstrong, and the City of Enderby.
 - (b) "Service" means the matter listed in section 3.

Service

3. The matter in respect of which the intermunicipal scheme is established is "Emergency Operations Services".

Regulatory Bylaws

4. An Intermunicipal Participant must ~~not~~ separately exercise its authority in relation to the matters listed in section 3, except as agreed under the agreement attached as Schedule A.

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SCHEDULE "A"
Attached hereto and forming
Part of Bylaw 5249

**SCHEDULE A TO INTERMUNICIPAL EMERGENCY OPERATIONS SERVICE
BYLAW NUMBER 5249, 2010**

THIS AGREEMENT dated for reference the 1st day of June, 2010.

AMONG:

CITY OF VERNON, a municipal corporation incorporated under the *Local Government Act*, 3400 - 30th Street, Vernon, BC V1T 5E6

("Vernon")

AND:

DISTRICT OF COLDSTREAM, a municipal corporation incorporated under the *Local Government Act*, 9901 Kalamalka Road, Coldstream, BC V1B 1L6

("Coldstream")

AND:

VILLAGE OF LUMBY, a municipal corporation incorporated under the *Local Government Act*, Box 430, 1775 Glencaird Street, Lumby, BC V0E 2G0

("Lumby")

AND:

TOWNSHIP OF SPALLUMCHEEN, a municipal corporation incorporated under the *Local Government Act*, 4144 Spallumcheen Way, Spallumcheen, BC V0E 1B6

("Spallumcheen")

AND:

CITY OF ARMSTRONG, a municipal corporation incorporated under the *Local Government Act*, Box 40

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PART 1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement,

- (a) "Available Cash" means the amount by which cash on hand or on deposit with banks and other financial institutions, Available Credit, and the realizable value of short-term investments not otherwise pledged or required to be maintained as collateral or otherwise committed for the purpose of the Intermunicipal Services, any of which is held by or on behalf of the Intermunicipal Services, exceeds all unpaid cheques issued on and every overdraft in an Intermunicipal Services Account;
- (b) "Financial Plan" means the Operating Financial Plan, Maintenance Financial Plan and Capital Financial Plan;
- (c) "Business Day" means any day except Saturdays, Sundays and statutory holidays in effect in British Columbia;
- (d) "Bylaw" means the Intermunicipal Service and Regulation Bylaw adopted by each of the Parties as follows:
 - (i) Intermunicipal Emergency Operations Service Bylaw No. 5249, 2010, adopted by the Council of the City of Vernon on the 10th day of May, 2010.
 - (ii) Intermunicipal Emergency Operations Service Bylaw No. 1569, 2010, adopted by the Council of the District of Coldstream on the 14th day of June, 2010.
 - (iii) Intermunicipal Emergency Operations Service Bylaw No. 710, 2010, adopted by the Council of the Village of Lumby on the 3rd day of May, 2010.
 - (iv) Intermunicipal Emergency Operations Service Bylaw No.1776, 2010, adopted by the Council of the Township of Spallumcheen on the 10th day of May, 2010.
 - (v) Intermunicipal Emergency Operations Service Bylaw No. 1651, 2010, adopted by the Council of the City of Armstrong on the 10th day of May, 2010.
 - (vi) Intermunicipal Emergency Operations Service Bylaw No. 1462, 2010, adopted by the Council of the City of Enderby on the 17th day of May, 2010.

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- (n) "Intermunicipal Service Assets" means all property and assets, present and future, of every nature whatsoever whether real or personal, corporeal or incorporeal, owned or rented by the Parties or possessed or rented on behalf of the Parties, including the Purchased Assets, in each case for the purposes of the Intermunicipal Services as listed on an inventory by the Intermunicipal Advisory Board, whether in the name of any of the Parties or the Intermunicipal Services, subject to sections 2.4. and 2.5;
- (o) "Intermunicipal Services" means any of the Services listed in section 3 of the Bylaw, as the bylaw may be amended from time to time;
- (p) "Intermunicipal Services Borrowing" means indebtedness, liabilities and obligations incurred on account of funds borrowed by or on behalf of the Parties;
- (q) "Intermunicipal Services Costs" means the Operating Costs, Maintenance Costs and the Capital Costs;
- (r) "Limited Recourse" with respect to a loan means that the right of any lender to recover any amounts, indebtedness or damages owing under or in connection with the loan (whether by reason of breach or default under any covenant, term, representation, warranty or other provisions relating to the loan or otherwise) or owing by the borrower at law or in equity or by statute or contract in connection with the loan, will be limited and restricted to the lender's rights to realize upon the property and assets of the borrower which have been mortgaged, pledged, charged or assigned as security for the loan; except each borrower and its successors and permitted assigns will be liable for and will pay to a lender the amount of any losses, liabilities, claims, damages and expenses caused by the fraud:
 - (i) committed by that borrower (and not by an agent of that borrower);
 - (ii) committed by or participated in by one or more persons as officers, council members or directors of that borrower;
- (s) "Maintenance Financial Plan" has the meaning given to it in Section 7.5;
- (t) "Maintenance Costs" means all costs, expenses, liabilities and charges incurred or accrued by or on behalf of the Intermunicipal Services for the account and benefit of the Intermunicipal Services which are properly chargeable as maintenance expenses of the Intermunicipal Services and includes such costs incurred and accrued on and after the date the Parties commence the provision of a Service under this Agreement;
- (u) "Manager" means the manager of the Intermunicipal Services appointed

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- (d) except as otherwise expressly provided, all references to currency mean Canadian currency;
- (e) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;
- (f) reference in this Agreement to a particular numbered paragraph, article or section, or lettered appendix is a reference to the correspondingly numbered paragraph, article, or section, or lettered appendix of this Agreement;
- (g) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act* (British Columbia), and includes a reference to an enactment of British Columbia, Vernon, Coldstream, Lumby, Spallumcheen, Armstrong and Enderby, as applicable;
- (h) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
- (i) reference in this Agreement to a party is a reference to a party of this Agreement.

Governing Law

- 1.3 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada.

Headings

- 1.4 The headings given to paragraphs, articles and sections in this Agreement are for convenience of reference only and do not form part of this Agreement and must not be used in the interpretation of this Agreement.

Severance

- 1.5 If any clause or portion of this Agreement is declared or held invalid for any reason, the invalidity does not affect the validity of the remainder of that clause or this Agreement, and the terms and provisions of this Agreement continue to be in force and in effect and are to be construed as if the Agreement had been executed without the invalid portion.

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Intermunicipal Services will, to the extent practicable, state the liability of the Parties to be several.

Partition

- 2.7 Except on termination of this Agreement or withdrawal under Part 12, no Party will be entitled to demand partition of the Intermunicipal Services or the Intermunicipal Services Assets.

Representations and Warranties

- 2.8 Each Party represents and warrants to the other as follows:
- (a) it has the power and capacity to enter into this Agreement;
 - (b) this Agreement is valid and binding on it in accordance with its terms;
 - (c) the performance of its obligations under this Agreement does not breach the terms of any other agreement or obligation to which it is a party; and
 - (d) it now holds and will hold its Participating Interest beneficially and free and clear of all restrictions, liens, encumbrances, floating charges or agreements of any kind except:
 - (i) for the obligations created under this Agreement; or
 - (ii) as agreed among the Parties from time to time.

Participating Interest

- 2.9 The Participating Interest of each of the Parties as at the date of this Agreement is the same as the apportionment of Operating Costs and Capital Costs as set out in Appendix A.

PART 3 AGREEMENTS

Completion of Agreements

- 3.1 Subject to any approval of the Councils of Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, and Enderby required by statute, each of the parties will cooperate fully and take all reasonable steps to negotiate, finalize and execute all agreements, instruments and other documents contemplated by or related to this Agreement.

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commencement of the meeting by all six members or their alternate members.

Telephone Meetings

- 4.6 A member or alternate member may participate in a meeting of the Intermunicipal Emergency Operations Advisory Board by means of telephone or other communication facilities as permit all persons participating in the meeting to hear each other and will be deemed to be present at that meeting.

Quorum

- 4.7 A quorum for each meeting of the Intermunicipal Emergency Operations Advisory Board will be four members or alternate members.

Voting

- 4.8 Every decision of the Intermunicipal Emergency Operations Advisory Board will be decided by a simple majority of the members or alternates present and voting at a duly called and constituted meeting of the Intermunicipal Advisory Board. A resolution in writing signed in whole or in counterparts by all of the members of the Intermunicipal Emergency Operations Advisory Board in respect of any matter falling within the competence of the Intermunicipal Emergency Operations Advisory Board will be effective as if adopted at a meeting. The chair of the Intermunicipal Emergency Operations Advisory Board will promptly send to the parties and each member a copy of any such resolution.

Minutes

- 4.9 The chair will cause minutes of each meeting of the Intermunicipal Emergency Operations Advisory Board to be kept and a copy to be circulated to each member and alternate member. A resolution in writing signed in whole or in counterparts by all of the members of the Intermunicipal Emergency Operations Advisory Board in respect of any matter falling within the competence of the Intermunicipal Emergency Operations Advisory Board will be effective as if adopted at a meeting. The chair of the Intermunicipal Emergency Operations Advisory Board will promptly send to the Parties and each member a copy of any such resolution.

Decisions Binding

- 4.10 Subject to Sections 4.21 and 4.22, all decisions of the Intermunicipal Emergency Operations Advisory Board made within its power under this Agreement will be binding on the Parties.

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- 4.14 The function of the Policy Advisory Board chair will be to carry out the functions and duties prescribed by the Policy Advisory Board and, if present, to preside at meetings of the Policy Advisory Board. The chair of the Policy Advisory Board will be entitled to vote but will not be entitled to a second or casting vote.

Meetings

- 4.15 During each fiscal year of the Intermunicipal Services, the Policy Advisory Board will hold two meetings at such times and places as the Policy Advisory Board may determine.

Notice of Meetings

- 4.16 The chair will give to each member and alternate member of the Policy Advisory Board 5 days' written notice of the place, date and time of any meeting, and the agenda for such meeting. The agenda will indicate the nature of the business to be transacted at the meeting. The requirement for 5 days' notice may be waived by resolution passed at the commencement of the meeting by all twelve members or their alternate members.

Telephone Meetings

- 4.17 A member or alternate member may participate in a meeting of the Policy Advisory Board by means of telephone or other communication facilities as permit all persons participating in the meeting to hear each other and will be deemed to be present at that meeting.

Quorum

- 4.18 A quorum for each meeting of the Policy Advisory Board will be seven members or alternate members.

Voting

- 4.19 Every decision of the Policy Advisory Board will be decided by a simple majority of the members or alternate members present and voting at a duly called and constituted meeting of the Policy Advisory Board. A resolution in writing signed in whole or in counterparts by all the members of the Intermunicipal Policy Board in respect of any matter falling within the competence of the Intermunicipal Emergency Operations Advisory Board will be effective as if adopted at a meeting. The chair of the Policy Advisory Board will promptly send to the Parties and each member and alternate member a copy of any such resolution.

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the Parties' Directors of Engineering or other such persons as the Intermunicipal Emergency Operations Advisory Board considers appropriate.

Expenses

- 4.24 The members and alternate members of the Intermunicipal Emergency Operations Advisory Board and Policy Advisory Board will not as such be entitled to be paid any compensation by the Intermunicipal Services and any remuneration that may be paid to them in such capacity by the Parties by which they have been appointed will not form part of the Operating Costs. All reasonable expenses incurred, pursuant to the written expense policy established by the Intermunicipal Advisory Board, by the members or alternate member of the Intermunicipal Emergency Operations Advisory Board and Policy Advisory Board will be reimbursed by the Parties and will form part of the Operating Costs.

PART 5 MANAGEMENT

Manager

- 5.1 The Manager is Vernon. The Manager will:

- (a) make recommendations to the Intermunicipal Emergency Operations Advisory Board on matters relating to the Intermunicipal Services;
- (b) prepare and distribute agenda for the Intermunicipal Emergency Operations Advisory Board meetings;
- (c) keep minutes of meetings of the Intermunicipal Advisory Board;
- (d) administer this Agreement and any agreements made by or on behalf of the Intermunicipal Services;
- (e) make recommendations to the Intermunicipal Emergency Operations Advisory Board respecting the making, amending or implementation of agreements made by or on behalf of the Parties;
- (f) monitor the financial circumstances of the Parties;
- (g) generally do all things necessary or advisable in connection with the business of Intermunicipal Services in accordance with this Agreement; and
- (h) do such other acts and things in relation to the Intermunicipal Services as the Intermunicipal Emergency Operations Advisory Board Chair may direct from time to time.

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- 5.7 Each Party must establish an evacuee Reception Centre and Group Lodging Facility in accordance with British Columbia standards.

Without limitation, a Party may coordinate with another Party the establishment of a jointly shared Centre, Facility or both.

- 5.8 Without limiting section 5.6, the Parties acknowledge and agree that the Vernon EOC is the designated regional Level 3 facility. Subject to sections 5.9 to 5.12, a Party may use the Vernon EOC in return for payment of cost plus 15% for:

- (a) mobilization and demobilization of the facility, and
- (b) Vernon officers and employees deployed to staff the facility during use by the other Party.

- 5.9 Subject to this agreement, the Manager will, through Vernon Fire Rescue Services, provide to the Parties ESS Program Management, including volunteer recruitment, training and response coordination (Levels 1 to 3), and will provide to the Parties the following emergency management services, in accordance with the BC Emergency Response Management System:

- (a) 24/7 on call Emergency Program Coverage;
- (b) Emergency Program Coordinator (EPC) support to staff and elected officials during incidents, state of local emergency and Emergency Operations Centre activations;
- (c) Joint Emergency Preparedness (JEPP) Grant Applications;
- (d) Staff training and exercises;
- (e) Joint municipal and public preparedness initiatives;
- (f) Emergency Preparedness Week;
- (g) Operational Support to Fire Police, Ambulance and Public Works during incidents;
- (h) Liaison with other orders of government, neighbouring jurisdictions, emergency agencies and charitable organizations;
- (i) All hazards, Joint Emergency Program Planning;
- (j) Emergency satellite telephone communication;
- (k) Use of the enhanced Vernon Emergency Operations Centre to manage incidents requiring a level three activation;

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Intermunicipal Services Account in the manner approved by the Intermunicipal Emergency Operations Advisory Board from time to time.

Cash Requirements

- 6.2 The Parties will take all reasonable steps to ensure that sufficient funds are available to allow the Parties to complete transactions called for by agreement of the parties under this Agreement.

Application of Available Cash

- 6.3 Available Cash will be applied to pay Operating Costs and Maintenance Costs as they fall due or in the normal course of operations.

Place of Payments

- 6.4 All payments made under this Agreement to the Intermunicipal Services will be made into the Intermunicipal Services Account operated by the City of Vernon under section 5.4 and 6.1 of this Agreement.

Capital Cost Apportionment

- 6.5 The Capital Costs will be apportioned among the parties as set out in Appendix A.

Operating Costs Apportionment

- 6.6 The Operating Costs will be apportioned among the parties as set out in Appendix A.

Maintenance Costs Apportionment

- 6.7 The Maintenance Costs will be apportioned among the parties on the basis of the percentage of the Capital Costs apportioned in respect of that party pursuant to the formulae in Appendix A.

Payment for Manager

- 6.8 It is a fundamental term of this Agreement that the parties make all payments for the provision of the Intermunicipal Services by the Manager as required by this Agreement. The Manager will issue an invoice to each Party prior to the end of February in each calendar year, except in respect of the remainder of 2010.
- 6.9 Each Party must pay to the Manager:
- (a) on the basis of the Operating Financial Plan described in section 7.4 and the operating costs apportionment described in section 6.6, each Party

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financial plan may be amended at any time. the planning period for the financial plan is five years, that period being the year in which the plan is specified to come into force and the following four years.

Financial Plan

- 7.3 The financial plan must include an operating financial plan, maintenance financial plan and capital financial plan.

Operating Financial Plan

- 7.4 The Operating Financial Plan will set out in reasonable detail the proposed operations, works and undertakings to be carried out in the Intermunicipal Services and will include for such fiscal year the amount, by category, of each component of Operating Costs and will indicate the amount of such Operating Costs estimated to be payable by each Party in accordance with the provisions of this Agreement, after taking into consideration anticipated revenues.

Maintenance Financial Plan

- 7.5 The Maintenance Financial Plan will set out in reasonable detail the proposed maintenance operations, works and undertakings to be carried out in the Intermunicipal Services and will include for such fiscal year the amount, by category, of each component of Maintenance Costs and will indicate the amount of such Maintenance Costs estimated to be payable by each Party in accordance with the provisions of this Agreement, after taking into consideration anticipated revenues.

Capital Financial Plan

- 7.6 The Capital Financial Plan will set out in reasonable detail all Capital Costs for the next five fiscal years. The Capital Financial Plan will set out in detail the proposed Capital Costs and will include for each fiscal year the amount, by category, of each component of Capital Costs and will indicate the amount of such Capital Costs estimated to be payable by each Party in accordance with the provisions of this Agreement, after taking into consideration anticipated revenues.

Operations in Conformity with Financial Plans

- 7.7 Except as permitted by the Intermunicipal Emergency Operations Advisory Board (to the extent it has authority under this Agreement to so approve) or the unanimous direction of the Parties, subject to the advice and recommendations of the Policy Advisory Board, all operations of the Intermunicipal Services in each fiscal year will be conducted in conformity with the Financial plan applicable to that fiscal year approved by the Parties.

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in this Agreement and the Intermunicipal Services Assets, except as set out in Section 9.2.

Right of First Refusal to Purchase Participating Interest

9.2 If a Party receives a legally binding offer to purchase all of the Party's interest in this Agreement and the Intermunicipal Services Assets, the Party will not accept such offer (unless such acceptance is conditional on compliance with this Section 9.2) unless

- (a) it has delivered to the other Parties a copy of such offer, which delivery will be deemed to be an irrevocable offer by the first Party, to sell its interest in this Agreement and the Intermunicipal Services Assets on the same terms, and conditions as are set out in this offer, except that such offer shall be deemed to be an offer on the same terms and conditions but for each of the other Parties to purchase their pro-rated portion of the offering Parties' interest, where each Party's contribution to the purchase price is calculated in accordance with Appendix A.
- (b) the other Parties have not accepted the offer within 90 days of receipt thereof; and
- (c) if the other Parties consent, which consent is not to be unreasonably withheld or delayed, it completes the sale pursuant to the offer within 180 days after delivery of the offer to the other Parties and the purchaser enters into an agreement with the other Parties whereby the purchaser agreed to become a party to this Agreement and to assume and perform all of the obligations of the selling Parties hereunder.

9.3 If one of the other Parties to whom an offer is delivered under section 9.2 does not accept the offer within the time required by section 9.2, the Parties who delivered the offer under section 9.2 is deemed to offer to sell to the other Parties all of the offering Parties interest in this Agreement and the Intermunicipal Services Assets and that other remaining Parties has a further 30 days in which to accept that offer.

9.4 Any agreement of purchase and sale formed as provided in sections 9.2 and 9.3 will be completed on a Land Title Office business day that is not later than 180 days after the date on which the offer was first delivered to the other Parties under section 9.2(a) and that agreement of purchase and sale is subject to all of the following:

- (a) the agreement of purchase and sale formed thereby is an agreement in respect of which time is of the essence;
- (b) the selling Parties shall execute and deliver at completion of the

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PART 11 DEFAULT

Default

11.1 The occurrence of any of the following events will be an Event of Default by a Party under this Agreement:

- (a) the failure of a Party to perform or observe any of its covenants or agreements in this Agreement, if such failure is not cured within 45 days of written notice from the other Parties specifying such failure;
- (b) a Party:
 - (i) becomes insolvent;
 - (ii) commits an act of bankruptcy;
 - (iii) makes a general assignment for the benefit of its creditors;
 - (iv) acknowledges its insolvency;
- (c) Provincial Agent, a receiver or receiver-manager is appointed in respect of any property or asset of a Party and is not discharged within 45 days.

Remedies Upon an Event of Default

11.2 Upon the occurrence of an Event of Default by or with respect to a Party:

- (a) the defaulting Party will forthwith upon the written request of the other Party given within 60 days after the Event of Default, sell its Participating Interest to the other Parties free and clear of all liens, charges and encumbrances other than security for liabilities incurred in the business of the Intermunicipal Services, for a price equal to the defaulting Party's Participating Interest in the net book value of the Intermunicipal Services Assets as at the date of the written request, less 10% of such book value;
- (b) if the Parties do not agree as to the net book value of the Intermunicipal Services Assets within 10 Business Days after the date of the written request, then at the direction of any of the Parties, the net book value will be determined by the accountants for the Intermunicipal Services if accountants have been appointed for the Intermunicipal Services and are willing to accept such engagement, and otherwise by a business valuator appropriately qualified by the Canadian Institute of Chartered Business Valuators selected by the non-defaulting Party, whose opinion will be binding upon the Parties and whose fees and disbursements for these services will be borne by the defaulting Party;

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to be Intermunicipal Services Assets;

- (b) the additional operating costs arising from the withdrawal of a party under this Agreement must then be assumed by the remaining party or divided between the remaining parties based pro rata on the Participating Interests;
- (c) the additional maintenance costs arising from the withdrawal of the party must be assumed by the remaining party or apportioned between the remaining parties as outlined in Part 9;
- (d) the Intermunicipal Services Assets are, on and after the date of the Notice of Withdrawal given by the party withdrawing, solely assets of the remaining Party or Parties.

Actions on Termination

12.3 Upon the termination of this Agreement and the Intermunicipal Services, other than pursuant to Section 12.1(b), unless the Parties otherwise agree, the Parties will appoint a liquidator to act on their behalf to realize the Intermunicipal Services Assets, satisfy all Intermunicipal Services Liabilities and pay the balance of the proceeds of realization to the Parties in proportion to their Participating Interests at the time. Each of the Parties will be entitled to bid for and purchase the whole or any part of the Intermunicipal Services Assets on liquidation.

Survival of Obligations

12.4 The provisions of this Part 12 and all other provisions of this Agreement necessary to give full effect thereto will survive the termination of this Agreement and, despite termination of this Agreement or the Intermunicipal Services; no party will by reason of such termination be relieved of any obligation or liability toward any other party accrued hereunder prior to termination, all of which will remain unenforceable until fully satisfied.

PART 13 NEW PARTY

Applicable Conditions

13.1 A new party may become a Party under this Agreement:

- (a) by enacting the Bylaw; and
- (b) by entering into an Agreement with the hitherto Parties that contains all of the terms and conditions set out in this Agreement; and

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4144 Spallumcheen Way
Spallumcheen BC V0E 1B6

Attention: Corporate Officer

(e) If to Armstrong:

Box 40
Armstrong BC V0E 1B0

Attention: Corporate Officer

(f) If to Enderby:

Box 400
Enderby BC V0E 1V0

Attention: Corporate Officer

Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission. Each party will notify the other parties of any change of address.

Miscellaneous

15.2 This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and replaces and supersedes all previous agreements between the parties relating to the subject matter hereof. The Parties expressly disclaim any intent to create a legal partnership under the common law or *Partnership Act*, an agency or a joint venture with respect to the Intermunicipal Services or the ownership or operation of the Intermunicipal Services Assets, and disclaim any intent to create a partnership with respect to the exercise of their rights under this Agreement, the administration of the Intermunicipal Services Assets or any other matter relating to this Agreement. Except as provided in this Agreement, none of the Parties will have any authority, actual or implied, to act for the other as agent or otherwise or to bind the others, without the prior written consent of the others.

Arbitration

15.3 In the case of a disagreement or a dispute between the parties hereto with respect to this Agreement or the interpretation thereof which has not been resolved within 45 calendar days of either Party giving notice to the other Party thereof, or in the case of a deadlock as described in Section 4.10, the dispute,

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VILLAGE OF LUMBY

Per: _____
Mayor

Per: _____
Corporate Officer

TOWNSHIP OF SPALLUMCHEEN

Per: _____
Mayor

Per: _____
Corporate Officer

CITY OF ARMSTRONG

Per: _____
Mayor

Per: _____
Corporate Officer

CITY OF ENDERBY

Per: _____
Mayor

Per: _____
Corporate Officer

