

Memorandum of Understanding

FOR THE FORMATION OF A PARTNERSHIP TO COOPERATIVELY DEVELOP A MASTER WASTE WATER RECOVERY PLAN

BETWEEN: REGIONAL DISTRICT OF NORTH OKANAGAN ("RDNO"),
incorporated under the *Local Government Act* of the Province of
British Columbia, and having its Offices at 9848 Aberdeen Road,
Coldstream, BC V1B 2K9

OF THE FIRST PART

AND: TOWNSHIP OF SPALLUMCHEEN ("Spallumcheen")
4144 Spallumcheen Way
Spallumcheen, BC VOE 1B6

OF THE SECOND PART

AND: OKANAGAN INDIAN BAND ("OKIB")
12420 Westside Road
Vernon, BC V1G 2A4

OF THE THIRD PART

COLLECTIVELY "THE PARTIES"

Background

The Regional District of North Okanagan has engaged in discussions with both the Township of Spallumcheen and the Okanagan Indian Band to explore the concept of a shared waste water recovery service. Following a meeting on May 22, 2015, it was agreed that working collaboratively as a partnership would be of benefit to all three Parties.

Purpose

The formation of this Partnership will:

- Assist the Parties to work together on areas of mutual interest, while meeting their respective objectives with regard to development of a Master Waste Water Recovery Plan (MWWRP) for the area known as the Swan Lake Commercial Corridor located in Electoral Areas "B" and "C" of the RDNO, the South Spallumcheen Industrial and Commercial area (existing and proposed) and portions of the Okanagan Indian Band, as outlined on the attached Schedule ("the Plan Area");
- Function as an information-sharing and consultation forum to achieve an integrated approach for a MWWRP;
- Provide the basis for discussions and further specific agreements or arrangements, where appropriate, on distinct issues related to the MWWRP;
- Increase leverage when applying for provincial or federal funding;
- Provide for an integrated approach to public communications; and,
- Facilitate and complement the integration of policies and programs.

Areas of Mutual Interest

In the context of this Memorandum of Understanding (MoU), the areas of mutual interest are:

- Preservation of Swan Lake and the wetlands surrounding the lake
- Improve opportunities for economic development

Specific Goals

Specific goals include, but are not limited to:

Phase I - Scoping

- Develop work plan for the project

Phase II – Technical Analysis

- Identification of existing conditions;
- Identification of development projections, including types and areas of existing and potential industrial and commercial uses in the Plan Area;
- Consideration of a range of waste water treatment, reuse and disposal options (variables to compare options);
- Development of a comprehensive waste water strategy;
- Identification of areas for collaboration between the Parties;
- Identification of items for specific action;
- Consideration of governance options; and,
- Feasibility – construction, operations, maintenance, capital replacement.

Principles

The Parties agree that decisions and actions resulting from this Partnership will be guided by the following principles:

- Waste water is considered a water resource.
- Working collaboratively achieves better results.
- Sharing of resources and expertise improves the feasibility of the project.
- Respect for individual Parties' mandates and decision-making processes strengthens the Partnership.
- Open and transparent communications among the parties and to the public.

Governance

- The Partnership will consist of elected officials, two from each Party (RDNO, Spallumcheen, OKIB) as appointed by each Party.
- Each elected representative will have one vote and resolutions will be by simple majority.
- A Partnership Chair will be determined by majority vote on an annual basis.
- Each Party may provide technical representatives (non-voting), with approval of their Board or Council (as applicable).
- The Partnership may utilize the expertise of outside consultants where deemed necessary or appropriate.
- All financial and resource commitments shall be pre-approved by each Party.
- All financial obligations to be shared by the Parties
 - Phase I scoping (1/3, 1/3, 1/3)
 - Phase II technical analysis (possible differential cost sharing)

- Agreement from each Party is required for grant funding applications using the Partnership name and the names of the three Parties.
- The Partnership will meet as necessary to develop the Plan.
- Minutes will be recorded at all meetings of the Partnership, and distributed to each Party.

Technical Working Group

A Technical Working Group, consisting of staff representing each Party, may be established as deemed appropriate, to:

- Facilitate the achievement of goals and objectives;
- Address specific priorities; or,
- Undertake communications activities.

The Technical Working Group may engage consultants in an advisory capacity as needed.

Communications Protocol

- The Parties acknowledge that citizens have a right to transparency and public accountability, which is best served by full information about the benefits of this Partnership.
- The Parties agree that communications activities marking the signing of this MoU and other key milestones that occur within the context of the MoU will involve all Parties in planning and execution.
- Joint communications material and signage will reflect all applicable communications policies of the Parties, including use of identifying logos and graphics.
- In addition to joint communications activities, the Parties may include messaging in their own communications products and activities related to this MoU.
- Communications activities include, without limitation, major public events or announcements, or communications products such as speeches, press releases, websites, advertising, promotional material or signage.
- The Parties will use best efforts regarding the timing of public events to allow for all Parties to plan their involvement.
- The Chair will act as the spokesperson for the Partnership with regard to media communications.

Information Exchange

Information and/or documents will be exchanged to all Parties via Administration, which will be responsible for disseminating information to their respective political representatives. RDNO Administration will act as the coordinator for disseminating information to the Parties.

Regional District of North Okanagan:

Leah Mellott, General Manager, Electoral Area Administration
9848 Aberdeen Road
Coldstream, BC V1B 2K9
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Facsimile: (250) 550-3723
E-mail: leah.mellott@rdno.ca

Township of Spallumcheen:

Corey Paiement, Chief Administrative Officer
4144 Spallumcheen Way
Spallumcheen, BC V0E 1B6
Telephone: (250) 546-3013
Facsimile: (250) 546-8878
E-mail: corey.paiement@spallumcheentwp.bc.ca

Okanagan Indian Band:

Eddy Davis
Director of Public Works,
12420 Westside Road
Vernon, BC V1H 2A4
Telephone: (250) 542-4328
Facsimile: (250) 542-4990
E-mail: ken.mcgregor@okanagan.org

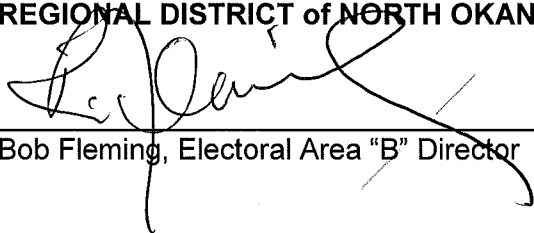
Memorandum of Understanding

This Memorandum of Understanding outlines the intent of the three Parties to commit resources and collaborate on development of a Master Waste Water Recovery Plan. This is not a legal document and in no way binds any of the three Parties.

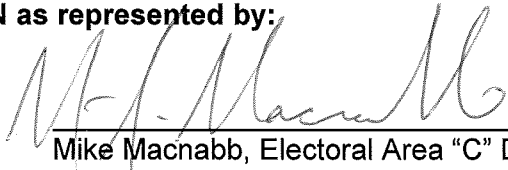
Signatures

Dated for reference this 18th day of August, 2015

REGIONAL DISTRICT of NORTH OKANAGAN as represented by:

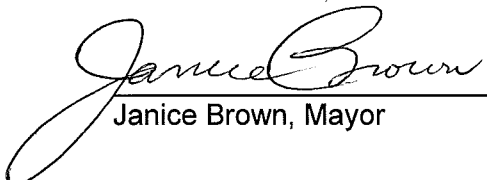


Bob Fleming, Electoral Area "B" Director



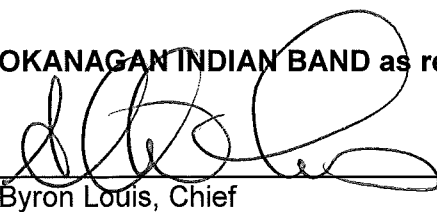
Mike Macnabb, Electoral Area "C" Director

TOWNSHIP of SPALLUMCHEEN as represented by:




Janice Brown, Mayor

OKANAGAN INDIAN BAND as represented by:



Byron Louis, Chief



Schedule

Plan Area

*Map to show jurisdictional boundaries
and lands proposed to be in the service area.*

