

THE CORPORATION OF THE CITY OF GRAND FORKS
AGENDA – COMMITTEE OF THE WHOLE MEETING
Tuesday April 2nd, 2013 9:00am
Council Chambers City Hall

<u>ITEM</u>	<u>SUBJECT MATTER</u>	<u>RECOMMENDATION</u>
1. <u>CALL TO ORDER</u>		Call Meeting to order at 9:00am
2. <u>COMMITTEE OF THE WHOLE MEETING AGENDA</u>	Agenda for April 2nd , 2013	Adoption of Agenda
3. <u>REGISTERED PETITIONS AND DELEGATIONS:</u>		
a) Boundary Detachment of the RCMP - NCO Staff Sgt. Jim Harrison	Presentation of the Boundary RCMP detachment Annual Report on Policing	The Committee of the Whole recommends Council receive the presentation from NCO Staff Sgt. Jim Harrison of the Boundary Detachment of the RCMP.
b) Boundary District Arts Council – Michelle Garrison, President	Request for annual funding for the Boundary District Arts Council	The Committee of the Whole recommends to Council to receive the presentation and refer any issues for further discussion.
c) The Committee for the Enhancement of the Gilpin Grasslands – Roy Ronaghan	Request that Council consider adopting a resolution to preserve and protect Overton Creek, its watershed and the ecology of the area immediately surrounding it.	The Committee of the Whole recommends to Council to receive the presentation and refer any issues for further discussion.
4. <u>CAPITAL DISCUSSIONS FROM STAFF:</u>		
a) Verbal Presentation from Urban Systems and Interior Testing Service	Verbal update on the status of Overton Creek/Slag Pile Project	The Committee of the Whole recommends to Council to receive the verbal presentation made by Urban Systems and Interior Testing Service regarding the update on the status of Overton Creek/Slag Piles project and determines to refer any recommendations for Council's consideration at their Regular Meeting of April 2, 2013
5. <u>RECOMMENDATIONS FOR CONSIDERATION:</u>		
a) Small Business and Residential Recycling and Household and Organic Diversion Program	Staff requests for Council to approve the Contract Agreement between the City of Grand Forks and the Regional District of Kootenay Boundary for The Small Business and Residential Recycling and Household Organic Diversion Program	The Committee of the Whole recommends to council to direct staff to proceed with the new service contract agreement between the City of Grand Forks and the Regional District of Kootenay Boundary for The Small Business and Residential Recycling and Household Organic Diversion Program

b) Monthly Highlight Reports from
Department Managers

Staff request for Council to receive
the Monthly Activity Reports from
department managers

That the Committee of the Whole
recommends to Council to
receive the monthly Activity
Reports

6. **PROPOSED BYLAWS FOR
DISCUSSION:**

7. **INFORMATION ITEMS:**

a) Grant In Aid Process

As part of the 2013 budget sessions,
the Grant In Aid process was
discussed at length. In order for
Council to debate this policy, Staff
had included the Policy as an item for
discussion.

That the Committee of the Whole
receives the City's current Grant
In Aid Policy for discussion
purposes.

8. **CORRESPONDENCE ITEMS:**

9. **LATE ITEMS:**

10. **REPORTS, QUESTIONS AND
INQUIRIES FROM MEMBERS OF
COUNCIL (VERBAL)**

11. **QUESTION PERIOD FROM THE
PUBLIC**

Attendees in the gallery may ask
Council questions at this time.

Hear Presentations and refer any
issues for further discussion.
Hear from the Public

12. **ADJOURNMENT**

Adjournment

**THE CITY OF GRAND FORKS
REQUEST FOR COMMITTEE OF THE WHOLE
RECOMMENDATION
DELEGATION**

DATE : April 2nd, 2013
TOPIC : Boundary Detachment of the RCMP
PROPOSAL : Presentation by NCO Staff Sgt. Jim Harrison
PROPOSED BY: RCMP / City Staff

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SUMMARY:

Staff Sgt. Jim Harrison NCO of the Boundary Detachment of the Royal Canadian Mounted Police will make a presentation to Mayor and Council on the RCMP detachment Annual Report on Policing.

STAFF RECOMMENDATIONS:

The Committee of the Whole recommends Council receive the presentation made by Staff NCO Staff Sgt. Jim Harrison of the Boundary Detachment if the RCMP.

OPTIONS AND ALTERNATIVES:

1. Receive the presentation: Under this option, Council is provided with the information on the operation of the local RCMP Detachment and the services provided to the residents of the city.
2. Receive the presentation and refer any issues for further discussion.

BENEFITS DISADVANTAGES AND NEGATIVE IMPACTS:

Option 1: The main advantage of this option is that information is provided to the City and the Community.

Option 2: The main advantage is the same as Option 1.

COSTS AND BUDGET IMPACT - REVENUE GENERATION:


There is no cost of making the presentation.

LEGISLATIVE IMPACTS, PRECEDENTS, POLICIES:

Council procedures bylaw makes provisions for making presentations to Council.



Department Head or Corporate Officer
or Chief Administrative Officer



Reviewed by Chief Administrative
Officer

2013
***Annual Report to Mayors, Councils and
Regional District of Kootenay Boundary***

***Policing the Boundary Region
Boundary Regional Detachment
Royal Canadian Mounted Police***



Staff Sergeant Jim Harrison
February 2013



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8	Detailed Crime Statistics for Communities in the Boundary Region 2010 to 2012



*2013 Report on Policing
Boundary Regional Detachment*

Executive Summary

In late 2009 several Crime Reduction and community strategies were introduced at Boundary Regional RCMP. Most of the changes in our strategies occurred in late 2010 after a period of challenges with resource shortages and operational directives from South East District that proved to be grossly ineffective.

Over the past 2 years the results of initiating and practicing these strategies has become apparent.

In 2012 there were significant decreases once again in the occurrence of Crime throughout the Boundary area. Overall Criminal offences were down 11% from 2011 to 2012.

We are seeing Property Crime stabilized with only a 1.1% decrease. However, Crimes against Persons (violent crimes) are down 37.3% and Other Criminal Code Offences are down 16.7%.

With the reductions that were realized in 2011 of 19% we have seen a 27.8% reduction since 2010. There are many pieces of the plan that came together to realize effective Crime Reduction and solve rates.

Mayors, Councils and Regional District Directors are encouraged to have input into priorities for policing of their respective areas. Each year an Annual Performance Plan is prepared for Kootenay Boundary Regional Detachment. I also encourage open dialogue throughout the year as priorities can change when and where needed.

In 2013 we will be seeing a complete change of Regular member staff at Midway Detachment.

Cst. Morrison was transferred on Jan. 31st to Vancouver and has been replaced by Cst. Ron Sipos, who came to us from Kelowna Commercial Crime Section. Cst. Boudreau was transferred on Jan. 31st to Kelowna. Her named replacement is coming from Prince Rupert and has not arrived as of this date. Both Cst. Bain and Cpl. Christensen are expected to rotate out of Midway this July. No replacements have been named to date.

We expect one member to be transferred from Grand Forks without a replacement as Grand Forks has been surplus to establishment with the cancellation of Cst. Van Agteren's transfer.



Major Factors Contributing to Crime Reduction:

1. Detachment is at full established strength of 1 S/Sgt., 2 Cpls. and 11 Constables. 2 full time Public Service Employees (PSEs), 2 half time PSEs and a Seasonal part time PSE from April to December of 2012.
2. Concentrated efforts have been made to target known prolific offenders and this has led to successful prosecution and detention of several known offenders. (Crime Reduction initiatives) 80% of our crime is committed by 20% of our criminals.
3. Community programs such as Citizens on Patrol (Midway, Greenwood, Grand Forks, Christina Lake), City Watch and Restorative Justice have proven very effective.
4. The adoption of Intelligence led policing methods has allowed us to concentrate our resources on Crime reduction to a level previously unattainable. We are becoming more analysis driven and proactive rather than simply reactive.
5. Enforcement of Bail, Probation and Conditional Sentence Orders has led to apprehensions and incarceration of prolific offenders.
6. A concentrated effort has been made to consult and to team with other Service Providers throughout the Community, including but not limited to; Mental Health, Medical staff at Boundary Regional Hospital, Ministry for Children and Families, BETHS, Community Health Nurse Unit, Regional and local Government. Most recently our cooperation and assistance to the Boundary Emergency and Transition Housing Society (BETHS) illustrates the effectiveness of being “plugged in” to the community and what this can do to increase our effectiveness.

We are engaged with our Communities.



2013 Report on Policing
Boundary Regional Detachment

7. With the assistance and funding granted from Regional District of Kootenay Boundary a Reserve Constable was once again, deployed to Christina Lake for the months of July and August. Area C Director, Grace McGregor worked with RCMP to make this partnership agreement occur again. This unique initiative continues to increase presence on the water at Christina Lake with over 181 files generated for vessel checks and infractions. Eleven charges under the Small Vessels Regulations were issued. Our presence on the Lake has had a significant impact on boater safety and incidents related to boating.

Reserve Constable Chris Cotrill will be returning this coming summer.

(See report on Christina Lake Reserve Constable Program 2012)

Significant Incidents:

Grand Forks and Winnipeg Hotel Fires – suspect arrested and charged

Pines Bible Camp Sudden Death

Multiple drowning deaths at Cascade Falls

Child Pornography – 4th most prolific downloader and distributor of Child Porn in B.C. was arrested, charged and convicted

Nakusp Home invasion – Armed Suspects arrested near Midway without incident

Greenwood Robbery and Forcible confinement – suspects arrested and charged

Christian Valley MDMA Lab – one of the largest drug labs found in B.C. in 2012.



2013 Report on Policing
Boundary Regional Detachment

BOUNDARY REGIONAL RCMP

Boundary Regional RCMP is responsible for policing throughout a vast geographical area. Stretching from east of the Anarchist(Hwy 3 east of Rock Creek) to Polsen Pass(Hwy 3 East of Christina Lake) the United States/Canada Border to well North of Beaverdell on Hwy 33. The unit area includes the communities of Beaverdell, Westbridge, Rock Creek, Midway, Greenwood, Grand Forks Rural, Grand Forks City and Christina Lake within the Kootenay Boundary Regional District. We operate two offices in the Region. Grand Forks and Midway. In 2008 Boundary Regional was amalgamated with Trail, Castlegar and Central Kootenay Detachments to form Kootenay Boundary Regional Detachment. Centralization of administrative functions such as budgeting, training coordination, and planning has been accomplished and is now performed at our Regional Detachment Headquarters.

Resource sharing between the units is now a reality as we shift people from area to area for Community special events such as Shambala, Nakusp Music Festival, Grand Forks International and Rock Creek Fall Fair, to name a few.

Currently our established Full Time Employee Strength and distribution is the following:

Grand Forks

- 1 S/Sgt. Detachment Commander (Staff Sergeant Jim Harrison)
- 1 Cpl. Operations NCO (Corporal Richard Lanz)
- 8 Csts. General Duty Investigators
- 1 Public Service Full time Employee/Unit Clerk
- 2 Public Service Half time Employees/Unit Clerk

Midway

- 1 Cpl. Operations NCO / Unit Commander (Cpl. Kevin Christensen)
- 3 Csts. General Duty Investigators
- 1 Public Service Full Time Employee/Unit Clerk



2012 Report on Policing
Boundary Regional Detachment

Boundary Regional is a Provincial Contract RCMP Unit. All funding for police operations is supplied through the Provincial and Federal Government. Municipalities who do not have Policing contracts now pay a portion of policing costs to the Provincial Government who in turn have contracted with the Royal Canadian Mounted Police to supply Policing services in the Boundary area.

We provide 24 hour emergency response.

Continuous learning and development of our personnel is an organizational priority. During the course of any given year we invest in training by sending our members on training courses to better their abilities to serve the communities we police. Although training does take members out of the community for brief periods of time the return in improved policing effectiveness is obvious. During the past year our members have participated in training for Investigative interviewing, Sexual assault investigation, Child interviewing, Alco Sensor, Intoximeter, PRIME computer training, as well as mandatory training and re-certifications in Police weapons, Critical Incident Intervention management, Firearms and First Aid.. Members are required to attend Pacific Regional Training Centre every 3 years for a week long Police Skills training course.



2012 Report on Policing
Boundary Regional Detachment

Planning for 2013

We will continue our efforts in pursuing Prolific Offenders and Methamphetamine dealers. We will continue work on our initiatives regarding; Crime Reduction. We continue and expand our efforts to liaise and partner with agencies in our communities such as Interior Health, Ministry of Children and Families, Mental Health and many others.

The lack of easily accessible services for addictions, substance abuse and mental health treatment remains a concern in our communities. In many cases we see people dealt with in the Criminal Justice System that would be better served in the Health system. We will work with and support agencies working toward bringing better services to our area.

Homeless people in the community are a concern. We will continue to support BETHS and other agencies striving towards a goal of unified service and assistance for this disenfranchised segment of our society.

Areas that require additional Police engagement:

School Liaison at all Elementary and High Schools

Traffic Safety Education – Bicycle Safety

Continue talks with City of Greenwood and City of Grand Forks on By law enforcement.

Participation in Emergency Planning for all Communities



CRIME STATISTICS AND CALLS FOR SERVICE

Boundary Regional RCMP Totals

Calls for Service decreased by .4% in 2012 from 4404 files to 4386 files

Of these calls for service:

299 were false/abandoned 911 calls

255 were False Alarms

155 were animal calls

181 were self generated Small Vessels checks

Total Criminal Code offences were down by 11% in 2012

Persons crimes down 37.3 %

Property Crime down 1.1%

Other Crimes down 16.6%

Crime is down 27.8% from 2010 to 2012 in the Boundary Detachment area.

Comparative Crime Rates

Provincial Crime Rates 2011

Crime Rate expressed in crimes per 1000 population

Highest: Takla Landing: 881.1

Lowest: Nelson Provincial: 23.1

Provincial Average: 78.9

Trail Municipal: 121.2

Castlegar Municipal: 96.1

Boundary Regional 2010: 89.4 2011: 76.6 2012: 65.75*

from BC Ministry of Attorney General, Police Services

** from local statistical analysis APRIME®*

BOUNDARY REGIONAL ROYAL CANADIAN MOUNTED POLICE 2008 to 2012
Criminal Code

OFFENCES AGAINST PERSONS							
OFFENCE DESCRIPTION	2008	2009	2010	2011	2012	% CHANGE BETWEEN 2011 & 2012	% CHANGE BETWEEN 2008 & 2012
MURDER 2ND DEGREE	0	1	0	0	0		
SEXUAL ASSAULT	5	12	14	7	2		
SEXUAL INTERFERENCE	0	2	0	1	1		
INVITATION TO SEXUAL TOUCHING	1	0	0	1	0		
ASSAULT – AGGRAVATED	0	2	0	1	2		
ASSAULT – WEAPON OR CAUSE BODILY HARM	16	14	23	7	6		
ASSAULT - COMMON	68	83	77	71	27		
FIREARMS OR IMITATION USING	0	0	1	0	0		
FIREARMS – POINTING	0	0	1	0	1		
ASSAULT POLICE-COMMON	0	2	0	3	0		
ASSAULT OTHER P/O COMMON	0	0	0	1	0		
ASSAULT POLICE W/WEAPON OR CHB	0	0	0	1	0		
CRIMINAL NEGLIGENCE CAUSING BODILY HARM	0	0	1	0	0		
ASSAULTS OTHER	15	3	1	0	0		
KIDNAP-FORCIBLE CONFINEMENT	0	1	0	0	0		
KIDNAPPING	0	0	0	1	0		
FORCIBLE CONFINEMENT	0	0	0	1	3		
ROBBERY W/OTHER OFFENSIVE WEAPON	0	1	0	0	0		
ROBBERY OTHER	0	0	1	1	1		
EXTORTION	0	0	0	1	3		
CRIMINAL HARASSMENT	7	5	8	7	5		
HARASS/OBSCENE PHONE CALL	10	8	27	27	20		
UTTER THREATS AGAINST PERSON	25	51	52	35	28		
ARSON-DISREGARD HUMAN LIFE	0	0	0	1	2		
CRIMES AGAINST PERSONS 1000s	147	185	205	166	104	-37.3 %	-29.3%

BOUNDARY REGIONAL RCMP - 2008 to 2012 Criminal Code

OFFENCES AGAINST PROPERTY

OFFENCE DESCRIPTION	2008	2009	2010	2011	2012	% CHANGE BETWEEN 2011 & 2012	% CHANGE BETWEEN 2008 & 2012
ARSON – PROPERTY	4	4	3	0	2		
BREAK AND ENTER – BUSINESS	61	60	47	22	30		
BREAK AND ENTER – RESIDENCE	46	43	59	22	21		
BREAK AND ENTER – OTHER	35	21	26	37	26		
BREAK AND ENTER – SEASONAL RESIDENCE	18	11	10	14	0		
THEFT OTHER – OVER \$5000	10	3	8	7	3		
THEFT OF AUTO – OVER \$5000	10	7	2	1	2		
THEFT OF TRUCK – OVER \$5000	11	7	4	2	2		
THEFT OF MOTORCYCLE OVER \$5000	0	1	0	0	0		
THEFT OTHER VEHICLE – OVER \$5000	1	6	7	1	1		
THEFT AUTO WITHOUT CONSENT – OVER \$5000	4	10	5	6	0		
THEFT FROM MOTOR VEHICLE – OVER \$5000	2	0	3	1	1		
THEFT AUTO WITHOUT CONSENT – UNDER \$5000	2	1	1	0	0		
THEFT OF AUTO – UNDER \$5000	4	10	6	5	1		
THEFT OF TRUCK – UNDER \$5000	3	4	3	1	1		
THEFT OF MOTORCYCLE – UNDER \$5000	3	6	6	7	3		
THEFT OTHER VEHICLE – UNDER \$5000	4	13	8	3	9		
THEFT BICYCLE – UNDER \$5000	33	25	25	21	23		
THEFT OTHER – UNDER \$5000	143	106	119	91	83		
THEFT ELECTRICITY/GAS/TELEPHONE	1	0	1	0	1		
THEFT FROM MOTOR VEHICLE – UNDER \$5000	82	57	58	57	81		
SHOPLIFTING – UNDER \$5000	7	27	8	10	8		
POSSESS STOLEN PROPERTY – OVER \$5000	3	4	7	1	0		
POSSESS STOLEN PROPERTY – UNDER \$5000	8	17	20	13	11		

FRAUD – CHEQUE	4	3	3	3	1		
FRAUD – CREDIT/DEBIT CARD	8	5	5	6	1		
FRAUD – TELEMARKETING	1	0	0	0	0		
FRAUD – REAL ESTATE	0	0	1	0	0		
FRAUD – PERSONATION	1	2	1	1	0		
FRAUD – UTTER FORGED DOCUMENT	1	0	0	0	0		
FRAUD – FALSE CLAIMS	1	0	2	0	0		
FRAUD – COMPUTER OR DEVICE	0	0	1	1	0		
FRAUD – MONEY/PROPERTY/SECURITY >\$5000	1	0	0	1	3		
FRAUD – FRAUDULENT CONCEALMENT	0	1	0	0	0		
FRAUD – MONEY/PROPERTY/SECURITY <\$5000	0	0	0	2	3		
FRAUD – OTHER	4	9	4	1	10		
FRAUD – IDENTITY	0	0	1	2	0		
MISCHIEF – CAUSED BY ACT OR OMISSION	2	3	6	5	1		
MISCHIEF – OVER \$5000	4	3	4	1	0		
MISCHIEF – UNDER \$5000	198	227	196	194	195		
CRIMES AGAINST PROPERTY 2000s	720	688	655	534	528	-1.1%	-26.6%

* Mischief includes Noisy parties and is not just property damage. Sec. 430(1)(c) Criminal Code

BOUNDARY REGIONAL RCMP - 2008 to 2012 Other Criminal Code Offences

OTHER CRIMINAL CODE							
OFFENCE DESCRIPTION	2008	2009	2010	2011	2012	% CHANGE BETWEEN 2011 & 2012	% CHANGE BETWEEN 2008 & 2012
EXPLOSIVES – POSSESSION	1	1	2	1	0		
WEAPONS POSSESSION – CONTRARY TO ORDER	0	0	0	1	0		
WEAPONS POSSESSION	1	0	3	8	2		
WEAPONS – UNAUTHORIZED IMPORT/EXPORT	0	1	0	0	0		
FIREARMS – UNSAFE STORAGE	0	3	4	1	1		
BREACH/BAIL VIOLATIONS	26	27	38	42	23		
COUNTERFEITING CURRENCY	51	7	19	2	0		
CAUSE A DISTURBANCE	72	53	100	71	51		
ESCAPE CUSTODY	0	0	0	1	1		
INDECENT ACTS/EXPOSING	1	2	4	3	7		
CHILD PORN – PRODUCTION/POSSESSION/DISTRIBUTE	1	0	1	1	1		
OBSTRUCT PEACE OFFICER/PUBLIC OFFICER	5	3	4	2	10		
PRISONER UNLAWFULLY AT LARGE	0	0	0	1	0		
TRESPASS BY NIGHT	1	3	3	2	9		
FAIL TO APPEAR	8	6	7	10	9		
BREACH OF PROBATION – ADULT	11	7	11	9	18		
UTTER THREATS – PROPERTY OR ANIMAL	3	4	3	6	8		
FIREARM – CARELESS USE OF	2	0	1	0	2		
OBSTRUCT JUSTICE	0	1	0	0	0		
PUBLIC MISCHIEF	2	1	4	0	1		
IMPERSONATE PEACE OFFICE	0	1	0	0	0		
VAGRANCY	1	0	2	0	2		
LIBEL	0	0	0	1	0		
POSSESS BREAK IN INSTRUMENTS	0	1	1	3	0		
CAUSE ANIMAL TO SUFFER	0	0	2	3	0		
OTHER CRIMINAL CODE OFFENCES	2	1	2	1	1		
OTHER CRIMINAL CODE	3000s	188	122	211	169	141	-16.7%
							-25%



**BOUNDARY REGIONAL ROYAL CANADIAN MOUNTED POLICE
CHRISTINA LAKE**

OFFENCE DESCRIPTION	2010	2011	2012
MURDER 2 ND DEGREE	0	0	0
SEXUAL ASSAULT	0	0	0
SEXUAL INTERFERENCE	0	0	0
BREAK AND ENTER BUSINESS	4	2	2
BREAK AND ENTER RESIDENCE	6	1	0
BREAK AND ENTER TOTAL	16	9	9
ASSAULT - COMMON	0	4	4
ASSAULT – AGGRAVATED	0	0	0
ASSAULT – WEAPON OR CAUSE BODILY HARM	1	1	1
ASSAULT POLICE-COMMON	0	0	0
ASSAULTS OTHER	0	0	0
THEFT OVER \$5000	0	1	1
THEFT UNDER \$5000	12	12	10
THEFT FROM VEHICLE	6	6	8
THEFT OF VEHICLE	2	1	3
MISCHIEF – DAMAGE AND NOISE *	19	20	32
FORCIBLE CONFINEMENT	0	0	0
ROBBERY OTHER	0	0	0
EXTORTION	0	0	0
CRIMINAL HARASSMENT	0	0	1
HARASS/OBSCENE PHONE CALL	4	3	2
UTTER THREATS AGAINST PERSON	2	0	2
ARSON-DISREGARD HUMAN LIFE	0	0	0
CALLS FOR SERVICE BOUNDARY REGIONAL - TOTAL	4702	4417	4386
CALLS FOR SERVICE – CHRISTINA LAKE	481	585	573

* Mischief includes Noisy parties and is not just property damage. Sec. 430(1)(c) Criminal Code



**BOUNDARY REGIONAL ROYAL CANADIAN MOUNTED POLICE
GRAND FORKS**

OFFENCE DESCRIPTION	2010	2011	2012
MURDER 2 ND DEGREE	0	0	0
SEXUAL ASSAULT	4	4	1
SEXUAL INTERFERENCE	0	0	0
BREAK AND ENTER BUSINESS	17	11	21
BREAK AND ENTER RESIDENCE	26	10	14
BREAK AND ENTER TOTAL	53	41	48
ASSAULT - COMMON	44	38	21
ASSAULT - AGGRAVATED	0	0	1
ASSAULT - WEAPON OR CAUSE BODILY HARM	10	4	3
ASSAULT POLICE-COMMON	0	2	0
ASSAULTS OTHER	0	0	0
THEFT OVER \$5000	1	3	1
THEFT UNDER \$5000	57	47	55
THEFT FROM VEHICLE	34	35	60
THEFT OF VEHICLE	4	1	4
MISCHIEF - DAMAGE AND NOISE	128	106	91
FORCIBLE CONFINEMENT	1	0	1
ROBBERY OTHER	0	1	0
EXTORTION	0	1	1
CRIMINAL HARASSMENT	3	5	1
HARASS/OBSCENE PHONE CALL	12	17	10
UTTER THREATS AGAINST PERSON	34	26	13
ARSON-DISREGARD HUMAN LIFE	0	1	2
CALLS FOR SERVICE BOUNDARY REGIONAL - TOTAL	4702	4404	4386
CALLS FOR SERVICE - GRAND FORKS	2080	1984	2003

* Mischief includes Noisy parties and is not just property damage. Sec. 430(1)(c) Criminal Code



**BOUNDARY REGIONAL ROYAL CANADIAN MOUNTED POLICE
GRAND FORKS RURAL – AREA D**

OFFENCE DESCRIPTION	2010	2011	2012
MURDER 2 ND DEGREE	0	0	0
SEXUAL ASSAULT	2	0	0
SEXUAL INTERFERENCE	0	0	0
BREAK AND ENTER BUSINESS	4	3	1
BREAK AND ENTER RESIDENCE	5	4	4
BREAK AND ENTER TOTAL	13	18	9
ASSAULT - COMMON	10	12	7
ASSAULT – AGGRAVATED	0	0	0
ASSAULT – WEAPON OR CAUSE BODILY HARM	5	1	2
ASSAULT POLICE-COMMON	0	1	0
ASSAULTS OTHER	0	0	0
THEFT OVER \$5000	2	3	0
THEFT UNDER \$5000	23	12	17
THEFT FROM VEHICLE	9	8	6
THEFT OF VEHICLE	15	2	4
MISCHIEF – DAMAGE AND NOISE	30	19	34
FORCIBLE CONFINEMENT	0	1	0
ROBBERY OTHER	0	0	0
EXTORTION	0	0	0
CRIMINAL HARASSMENT	1	1	3
HARASS/OBSCENE PHONE CALL	5	5	2
UTTER THREATS AGAINST PERSON	8	3	7
ARSON-DISREGARD HUMAN LIFE	0	0	0
CALLS FOR SERVICE BOUNDARY REGIONAL - TOTAL	4702	4417	4386
CALLS FOR SERVICE – GRAND FORKS RURAL - AREA D	709	625	752

* Mischief includes Noisy parties and is not just property damage. Sec. 430(1)(c) Criminal Code



**BOUNDARY REGIONAL ROYAL CANADIAN MOUNTED POLICE
GREENWOOD**

OFFENCE DESCRIPTION	2010	2011	2012
MURDER 2ND DEGREE	0	0	0
SEXUAL ASSAULT	0	1	0
SEXUAL INTERFERENCE	0	0	0
BREAK AND ENTER BUSINESS	6	1	1
BREAK AND ENTER RESIDENCE	9	4	3
BREAK AND ENTER TOTAL	26	13	7
ASSAULT - COMMON	4	6	1
ASSAULT - AGGRAVATED	0	0	1
ASSAULT - WEAPON OR CAUSE BODILY HARM	2	0	1
ASSAULT POLICE-COMMON	0	0	0
ASSAULTS OTHER	0	0	0
THEFT OVER \$5000	5	0	1
THEFT UNDER \$5000	13	16	3
THEFT FROM VEHICLE	5	4	1
THEFT OF VEHICLE	4	2	0
MISCHIEF - DAMAGE AND NOISE	22	21	15
FORCIBLE CONFINEMENT	0	0	1
ROBBERY OTHER	1	0	2
EXTORTION	0	0	2
CRIMINAL HARASSMENT	1	0	0
HARASS/OBSCENE PHONE CALL	2	0	2
UTTER THREATS AGAINST PERSON	4	4	1
ARSON-DISREGARD HUMAN LIFE	0	0	0
CALLS FOR SERVICE BOUNDARY REGIONAL - TOTAL	4702	4417	4386
CALLS FOR SERVICE - GREENWOOD	350	329	254

* Mischief includes Noisy parties and is not just property damage. Sec. 430(1)(c) Criminal Code



**BOUNDARY REGIONAL ROYAL CANADIAN MOUNTED POLICE
MIDWAY**

OFFENCE DESCRIPTION	2010	2011	2012
MURDER 2ND DEGREE	0	0	0
SEXUAL ASSAULT	0	0	0
SEXUAL INTERFERENCE	0	0	0
BREAK AND ENTER BUSINESS	7	1	0
BREAK AND ENTER RESIDENCE	3	1	1
BREAK AND ENTER TOTAL	13	2	3
ASSAULT - COMMON	7	7	3
ASSAULT – AGGRAVATED	0	0	0
ASSAULT – WEAPON OR CAUSE BODILY HARM	0	0	0
ASSAULT POLICE-COMMON	0	1	0
ASSAULTS OTHER	0	0	0
THEFT FROM VEHICLE	2	3	2
THEFT OF VEHICLE	1	1	0
THEFT OVER \$5000	1	0	0
THEFT UNDER \$5000	8	7	4
MISCHIEF – DAMAGE AND NOISE	22	13	17
FORCIBLE CONFINEMENT	0	0	0
ROBBERY OTHER	0	0	0
EXTORTION	0	0	0
CRIMINAL HARASSMENT	2	0	0
HARASS/OBSCENE PHONE CALL	2	2	2
UTTER THREATS AGAINST PERSON	7	1	1
ARSON-DISREGARD HUMAN LIFE	0	0	0
CALLS FOR SERVICE BOUNDARY REGIONAL - TOTAL	4702	4417	4386
CALLS FOR SERVICE – MIDWAY	422	398	286

* Mischief includes Noisy parties and is not just property damage. Sec. 430(1)(c) Criminal Code



**BOUNDARY REGIONAL ROYAL CANADIAN MOUNTED POLICE
ROCK CREEK**

OFFENCE DESCRIPTION	2010	2011	2012
MURDER 2 ND DEGREE	0	0	0
SEXUAL ASSAULT	1	0	0
SEXUAL INTERFERENCE	0	0	0
BREAK AND ENTER BUSINESS	4	3	2
BREAK AND ENTER RESIDENCE	4	2	0
BREAK AND ENTER TOTAL	13	8	4
ASSAULT - COMMON	6	2	2
ASSAULT - AGGRAVATED	0	1	0
ASSAULT - WEAPON OR CAUSE BODILY HARM	1	0	0
ASSAULT POLICE-COMMON	0	0	0
ASSAULTS OTHER	0	0	0
THEFT OVER \$5000	0	0	0
THEFT UNDER \$5000	11	2	7
THEFT FROM VEHICLE	4	2	3
THEFT OF VEHICLE	6	0	0
MISCHIEF - DAMAGE AND NOISE	11	14	4
FORCIBLE CONFINEMENT	0	0	0
ROBBERY OTHER	0	0	0
EXTORTION	0	0	0
CRIMINAL HARASSMENT	1	0	0
HARASS/OBSCENE PHONE CALL	0	0	0
UTTER THREATS AGAINST PERSON	2	2	1
ARSON-DISREGARD HUMAN LIFE	0	0	0
CALLS FOR SERVICE BOUNDARY REGIONAL - TOTAL	4702	4417	4386
CALLS FOR SERVICE - ROCK CREEK	262	208	226

* Mischief includes Noisy parties and is not just property damage. Sec. 430(1)(c) Criminal Code



**BOUNDARY REGIONAL ROYAL CANADIAN MOUNTED POLICE
WESTBRIDGE**

OFFENCE DESCRIPTION	2010	2011	2012
MURDER 2 ND DEGREE	0	0	0
SEXUAL ASSAULT	0	0	0
SEXUAL INTERFERENCE	0	0	0
BREAK AND ENTER BUSINESS	0	0	0
BREAK AND ENTER RESIDENCE	0	0	0
BREAK AND ENTER TOTAL	0	0	0
ASSAULT - COMMON	0	0	0
ASSAULT – AGGRAVATED	0	0	0
ASSAULT – WEAPON OR CAUSE BODILY HARM	0	0	0
ASSAULT POLICE-COMMON	0	0	0
ASSAULTS OTHER	0	0	0
THEFT OVER \$5000	0	0	0
THEFT UNDER \$5000	0	0	0
THEFT FROM VEHICLE	0	0	0
THEFT OF VEHICLE	0	0	0
MISCHIEF – DAMAGE AND NOISE	0	0	0
FORCIBLE CONFINEMENT	0	0	0
ROBBERY OTHER	0	0	0
EXTORTION	0	0	0
CRIMINAL HARASSMENT	0	0	0
HARASS/OBSCENE PHONE CALL	0	0	0
UTTER THREATS AGAINST PERSON	0	0	0
ARSON-DISREGARD HUMAN LIFE	0	0	0
CALLS FOR SERVICE BOUNDARY REGIONAL - TOTAL	4702	4417	4386
CALLS FOR SERVICE – WESTBRIDGE	0	2	4

* Mischief includes Noisy parties and is not just property damage. Sec. 430(1)(c) Criminal Code



**BOUNDARY REGIONAL ROYAL CANADIAN MOUNTED POLICE
BEAVERDELL**

OFFENCE DESCRIPTION	2010	2011	2012
MURDER 2 ND DEGREE	0	0	0
SEXUAL ASSAULT	0	0	0
SEXUAL INTERFERENCE	0	0	0
BREAK AND ENTER BUSINESS	0	1	1
BREAK AND ENTER RESIDENCE	2	0	0
BREAK AND ENTER TOTAL	5	3	2
ASSAULT - COMMON	3	1	0
ASSAULT – AGGRAVATED	0	0	0
ASSAULT – WEAPON OR CAUSE BODILY HARM	2	1	0
ASSAULT POLICE-COMMON	0	0	0
ASSAULTS OTHER	0	0	0
THEFT OVER \$5000	0	0	0
THEFT UNDER \$5000	2	1	3
THEFT FROM VEHICLE	1	2	2
THEFT OF VEHICLE	2	1	0
MISCHIEF – DAMAGE AND NOISE	3	2	0
FORCIBLE CONFINEMENT	0	0	0
ROBBERY OTHER	0	0	0
EXTORTION	0	0	0
CRIMINAL HARASSMENT	0	0	0
HARASS/OBSCENE PHONE CALL	0	0	0
UTTER THREATS AGAINST PERSON	3	2	0
ARSON-DISREGARD HUMAN LIFE	0	0	0
CALLS FOR SERVICE BOUNDARY REGIONAL - TOTAL	4702	4417	4386
CALLS FOR SERVICE – BEAVERDELL	86	125	61

* Mischief includes Noisy parties and is not just property damage. Sec. 430(1)(c) Criminal Code

**THE CITY OF GRAND FORKS
REQUEST FOR COMMITTEE OF THE WHOLE
RECOMMENDATION
DELEGATION**

DATE : April 2, 2013

TOPIC : Requesting Annual Funding for Boundary District Arts Council

PROPOSAL : Presentation by the Boundary District Arts Council

PROPOSED BY: Michele Garrison, President

=====

SUMMARY:

Representatives of the Boundary District Arts Council will make a presentation to Council, requesting consideration to enter into a contract for annual funding (\$4,500) to be included as a line-item in the yearly City Budget.

STAFF RECOMMENDATIONS:

The Committee of the Whole recommends to Council to receive the presentation and refer any issues for further discussion.

OPTIONS AND ALTERNATIVES:

1. Receive the presentation and refer any issues for further discussion: Under this option, Council to receive the presentation given by Michele Garrison, of the Boundary District Arts Council, and further discuss their request to enter into a contract for annual funding (\$4,500) to be included as a line-item in the yearly City Budget.
2. Receive the presentation: Under this option, Council is provided with the information on the Boundary District Arts Council's proposal.

BENEFITS DISADVANTAGES AND NEGATIVE IMPACTS:

Option 1: The main advantage of this option is that information is provided to the City and the Community.

Option 2: The main advantage is the same as Option 1.

COSTS AND BUDGET IMPACT - REVENUE GENERATION:

There is no cost to making the presentation. Should Council decide to refer the request to the 2013 budgeting process, this does not confirm that funding will be available.

LEGISLATIVE IMPACTS, PRECEDENTS, POLICIES:

Council procedures bylaw makes provisions for making presentations to Council.


Department Head or Corporate
Officer or Chief Administrative Officer


Reviewed by Chief
Administrative Officer

Council Delegations

RECEIVED

MAR 22 2011

THE CORPORATION OF
THE CITY OF GRAND FORKS

Background

Council for the City of Grand Forks welcomes public input and encourages individuals and groups to make their views known to Council at an open public meeting.

Council needs to know all sides of an issue, and the possible impacts of any action they make take, prior to making a decision that will affect the community. The following outline has been devised to assist you in preparing for your presentation, so that you will understand the kind of information that Council will require, and the expected time frame in which a decision will be forthcoming. Council may not make a decision at this meeting.

Presentation Outline

Presentations may be a maximum of 10 minutes.

Your Worship, Mayor Taylor, and Members of Council, I/We are here this evening on behalf of

BOUNDARY DISTRICT ARTS COUNCIL (BDAC)

to request that you consider a contract with BDAC (in the amount of \$4,500.00)
be included as a line-item in the yearly City Budget.

The reason(s) that I/We are requesting this action are:

BDAC depends on this yearly funding from Grand Forks
to fulfill its "matching requirement" by BC Arts Council
for their yearly funding. Matching funds from BC Arts Council,
and Grand Forks are necessary for the continued
existence of BDAC.

I/We believe that in approving our request the community will benefit by:

please see attached document (of 3/15/12) beginning
paragraph #4, p. 1 through paragraphs #1-2, p. 2

(over)

FILE CODE

Boundary District
D2 - Arts Council

Council Delegations (cont.)

I/We believe that by not approving our request the result will be:

Loss of BC Arts Council Funding necessary
for BDAC's continued existence.

In conclusion, I/we request that Council for the City of Grand Forks adopt a resolution

stating that, \$4,500.00 be included as a yearly
line-item, for BDAC, in the City Budget as
1) a three to five year contract between BDAC and
the City, renewable by a yearly written request
from BDAC to the City, and 2) to be re-negotiated
in the event of a change in BC Arts Council's matching
requirement.

M. Garrison 3/22/13

Name: MICHELE GARRISON, President

Organization: BOUNDARY DISTRICT ARTS COUNCIL

Mailing Address: BOX 2636, Grand Forks, BC. V0H 1H0
(Including Postal Code)

Telephone Number: (250) 442-2415

Email Address: boundaryarts@yahoo.ca

The information provided on this form is collected under the authority of the Community Charter and is a matter of public record, which will form a part of the Agenda for a Regular Meeting of Council. The information collected will be used to process your request to be a delegation before Council. If you have questions about the collection, use and disclosure of this information contact the "Coordinator" City of Grand Forks.

N:Forms/Delegation form



Boundary District Arts Council
P.O Box 2636 Grand Forks, BC V0H 1H0
boundaryarts@yahoo.ca
www.boundaryarts.org

March 15, 2013

Mayor Brian Taylor and City Counsellors
City Hall
Grand Forks, BC

Boundary District Arts Council Line-Item Funding Request

Dear Sirs and Madam,

In behalf of the Boundary District Arts Council (BDAC), I am writing to request that a service contract with BDAC (in the amount of \$4,500) be included as a funding line-item in the yearly City Budget.

Upon the recommendation of Councillor Neil Krog, BDAC liaison to City Council, we propose that this could be 1) a three to five year contract, renewable by a yearly written request from BDAC to City Council, and 2) could be re-negotiated with the City in the event of a change in BDAC's required dollar amount by BC Arts Council's matching grant specifications.

BDAC depends on funding from Grand Forks as it fulfills our matching requirement for yearly funding from the BC Arts Council. These matching funds from the City of Grand Forks and BC Arts Council are necessary to support the continued existence of BDAC.



Benefits of City funding to BDAC accrue as revenue generated to businesses and individuals in Grand Forks from the following events:

1. Arts Week (held annually in April)
2. The Performance Series (annual spring and fall performances)
3. The Kettle River Festival of the Arts

These events generate tourist and local dollars spent on the purchase of art (performances and works of art), spent on venue rental/staffing, and spent at local hotels, shops, service stations, restaurants and etcetera. In the Kettle River Festival of the Arts 2011, twelve revenue producing events were held at venues in Grand Forks alone with the following break-down:

- 1 event held daily
- 1 event held 3 times
- 4 events held 2 times each

This totaled 23 revenue generating events held in Grand Forks from August 4th to August 14th, 2011. BDAC's event/venue numbers for the 2013 Kettle River Festival of the Arts should see, at minimum, a 30% increase of the 2011 numbers, based on the Festival's 2013 increased sales targeting.

* Additionally, BDAC provides yearly funding grants to Grand Forks Member Groups, including:

- a) gallery 2
- b) Grand Forks and District Public Library
- c) Grand Forks Choral Society
- d) Grand Forks Music Educators' Society
- e) Grand Forks Writers Guild
- f) Les Folles Jambette
- g) Luminosity
- h) The Hip Sisters
- i) Rara Avis
- j) Spiorad am Dansa
- k) Boundary Fibre Festival Society
- l) Boundary Spinners and Weavers
- m) Boundary Woodworkers Guild
- n) Focus on Fibre
- o) Sunshine Quilters
- p) Rivers' Edge Theatre Society
- q) Boundary Musical and Theatre Society

* These member groups in turn spend their local dollars on art supplies and services such as building materials, printing, fabric, paint, lighting, books, advertising, and etcetera. The presence of these groups' displays and performances contribute to local revenue from tourism dollars spent at hotels, restaurants, shops, service stations, shops, and etcetera.

The continued existence of locally created art not only contributes to our economy, but importantly enhances our rich cultural traditions and the ongoing the cultural education of our populace, especially that of our children. Art and culture are an indispensable pillar in the sustainability of Grand Forks as a city people wish to visit and as a place, in which people choose to live, raise children and grow businesses.

Please contact us if you need further information supporting our request.

Respectfully,

Michele Garrison
President, BDAC
michele.shellygarrison@gmail.com
DESK: 250-442-2415

**THE CITY OF GRAND FORKS
REQUEST FOR COMMITTEE OF THE WHOLE
RECOMMENDATION DELEGATION**

DATE : April 2nd, 2013

TOPIC : The preservation and protection of Overton Creek, its watershed and the ecology of the area immediately surrounding it.

PROPOSAL : Requesting that Council consider adopting a resolution to preserve and protect Overton Creek, its watershed and the ecology of the area immediately surrounding it.

PROPOSED BY : Representation from Roy Ronaghan of The Committee for the Enhancement of the Gilpin Grasslands (CFEGG)

=====

SUMMARY:

Roy Ronaghan, will make a presentation to Council, on behalf of the CFEGG, asking Council to adopt a resolution that will protect Overton Creek for future domestic water source for the City, protect the biodiversity of the creek's watershed from any further damage by cows and maintain the water shed as a place for low impact recreation.

STAFF RECOMMENDATIONS:

The Committee of the Whole recommends to Council to receive the presentation and refer any issues for further discussion.

OPTIONS AND ALTERNATIVES:

1. Receive the presentation: Under this option, Council is provided with the information from Roy Ronaghan of CFEGG.
2. Receive the presentation and refer any issues for further discussion: The advantage to this option is the same as Option 1.

BENEFITS DISADVANTAGES AND NEGATIVE IMPACTS:

Option 1: The main advantage of this option is that information is provided to the City and the Community.

Option 2: The main advantage is same as option 1.

COSTS AND BUDGET IMPACT - REVENUE GENERATION:

There is no cost of making the presentation.

LEGISLATIVE IMPACTS, PRECEDENTS, POLICIES:

Council procedures bylaw makes provisions for making presentations to Council.



Department Head or Corporate
Officer or Chief Administrative Officer



Reviewed by Chief Administrative
Officer

Council Delegations

Presentation Outline

Your Worship, Mayor Taylor, and Members of Council.

I am here this evening on behalf of **The Committee for the Enhancement of the Gilpin Grasslands (CFEGG)** to request that you take the following actions to preserve and protect Overton Creek, its watershed and the ecology of the area immediately surrounding it:

- maintain the existing water use license on Overton Creek;
- determine the condition of existing fencing;
- repair existing fencing where needed;
- install new fencing where needed on the south side of Overton Creek to prevent the entry of cows;
- erect an expanded wildlife fence around Lost Lake, a small wetland within the Overton Creek watershed;
- plant elderberry bushes where they have been destroyed;
- plant indigenous trees such as cottonwood;
- cut fallen trees so they present no hazard but leave them in place;
- notify the Ministry of Forests and Range (MFR) of the actions being taken to protect and preserve the Overton watershed;
- request full cooperation of the MFR;
- maintain signage to inform people who visit the area that the creek is a licensed water source for the city; and
- maintain a regular watch and inspection routine in the watershed.

The reason(s) we are requesting this action are:

- To protect Overton Creek for future domestic water source for the city.
- To protect the biodiversity of the creek's watershed from any further damage by cows.
- To maintain the watershed as a place for low impact recreation such as hiking.

We believe that in approving our request the community will benefit by:

- knowing that the creek and its watershed are protected well into the future for their use as a future source of water;
- knowing that a recreational area close to the city has been protected;
- knowing that a portion of a larger but delicate grassland ecosystem is being preserved; and
- knowing that the city is taking an interest in the Gilpin Grasslands.

We believe that by not approving our request the result will be:

- further destruction of the Overton watershed by cows; and
- the eventual loss of the creek as a future water source for the city.

We request that Council for the City of Grand Forks adopt a resolution stating:

That the City of Grand Forks ensure that its license to use water from Overton Creek is maintained, and that necessary remedial actions are taken within the watershed as soon as possible to ensure that the creek is protected from the cows that graze in the area during the spring of each year and motorized vehicles that may enter the area.

Name: Roy B. Ronaghan



Organization: Committee for the Enhancement of the Gilpin Grasslands

Mailing Address: Box 404, Christina Lake, B.C. V0H 1E0

Telephone Number: 250-442-9428

E-mail Address: ronaroy@yahoo.co.uk

Date: March 22, 2013

THE CITY OF GRAND FORKS REQUEST FOR A COMMITTEE OF THE WHOLE DECISION

DATE : April 2, 2013

TOPIC : Small Business & Residential Recycling & Household Organic Diversion Program

PROPOSAL : To Request Approve for the Contract Agreement between the City of Grand Forks and the Regional District of Kootenay Boundary for The Small Business & Residential Recycling & Household Organic Diversion Program

PROPOSED BY : City Staff

SUMMARY:

With the implementation of the new organics diversion program in the fall of 2012, the City of Grand Forks has entered into a new service contract with the Regional District of Kootenay Boundary for the Small Business & Residential Recycling & Household Organic Diversion Program. The new program saw a small increase in rates for the Organics Diversion of \$1.00 per month per residential household. The new rate saw each resident property being charged \$10.00 per month (\$20.00 Bi-monthly) for all of the garbage and recycling collection services within the City of Grand Forks as per the Garbage Amendment Bylaw 1937 (attached). Although the bylaw was adopted, there needed to be an official contract. The new contract between the City of Grand Forks and the Regional District of Kootenay Boundary for the Small Business & Residential Recycling & Household Organic Diversion Program will require that this contract be adopted by City Council. This contract is now presented to council for approval.

STAFF RECOMMENDATIONS:

Option 1: The Committee of the Whole recommends to council to direct staff to proceed with the new service contract agreement between the City of Grand Forks and the Regional District of Kootenay Boundary for Small Business & Residential Recycling & Household Organic Diversion Program.

OPTIONS AND ALTERNATIVES:

Option 1: The Committee of the Whole recommends to council to direct staff to approve this option for the new service contract agreement between the City of Grand Forks and the Regional District of Kootenay Boundary for Small Business & Residential Recycling & Household Organic Diversion Program.

Option 2: The Committee of the Whole recommends to council to direct staff to receive this for information. With the Garbage Collection Bylaw 1937, which was adopted by council in 2012, the City requires this service contract to carry out the decision of council with regard to the bylaw.

BENEFITS, DISADVANTAGES AND NEGATIVE IMPACTS:

Option 1: There is no additional cost in approving this agreement.

Option 2: There is no advantage in declining to approve the agreement, inasmuch as the existing contract has been successfully been in effect since October of 2012.

COSTS AND BUDGET IMPACTS – REVENUE GENERATION:

This increase in the garbage rate was previously adopted by council when they passed the Garbage Amendment, Bylaw 1387 on August 20, 2012

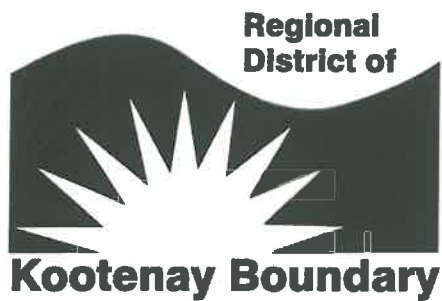
LEGISLATIVE IMPACTS, PRECEDENTS, POLICIES:

The Community Charter provides the authority for the City to enter into contracts for the provision of services to the taxpayers.



Department Head or CAO

Reviewed by Chief Administrative Officer



COLLECTION CONTRACT

July 1, 2012 – June 30, 2017

REGIONAL DISTRICT OF
KOOTENAY BOUNDARY

RON LIDDLE – KETTLE VALLEY WASTE LTD.

Small Businesses & Residential Recycling & Household Organics Diversion Program

- * City of Grand Forks
 - * Electoral Area C
(Christina Lake)
 - * Electoral Area D
(rural Grand Forks)
-

Regional District of
Kootenay Boundary

Contract -- Regional District of Kootenay Boundary Recycling & Household Organics Diversion Program for Small Businesses & Residents

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1. CONTRACT AGREEMENT

CONTRACT AGREEMENT FOR THE COLLECTION OF SOLID WASTE IN THE CITY OF GRAND FORKS AND RDKB ELECTORAL AREAS OF AREA C AND AREA D

This Agreement made and entered into this _____ day of _____ 2013.

BETWEEN:

Kettle Valley Waste
2065 Haaglund Rd.
Christina Lake, B.C.
V0H 1E3

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND:

THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY
#202 - 843 ROSSLAND AVE.
TRAIL, BRITISH COLUMBIA V1R 4S8

(hereinafter called the "Regional District")

This Agreement shall be valid until June 30, 2017 and may be renewed for a term agreed to by mutual consent of both parties.

WHEREAS the Regional District has engaged the services of the Contractor to carry out the solid waste collection services as defined herein;

NOW THEREFORE the Regional District and the Contractor undertake and agree as follows:

1. The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all work incidental thereto to perform all Work described in the Contract Documents.
2. The Regional District undertakes and agrees to pay the Contractor in Canadian funds for the performance of the Contract in accordance with the amount stipulated in the Tender Form, subject to performance of the Contract in accordance with the amount stipulated in the Tender Form, subject to additions and deductions as provided for in the Contract.
3. The Contractor and the Regional District for themselves, their successors, administrators and permitted assigns undertake and agree to the full performance of their respective obligations under the Contract.
4. If either party desires to give notice to the other party under or in connection with the Contract, such notice will be effectively given upon actual service or three (3) days after being sent by Registered Mail to the Regional District at:

The Regional District of Kootenay Boundary
#202 - 843 Rossland Ave.,
Trail, BC V1R 4S8

Contractor at:

Kettle Valley Waste
2065 Haaglund Rd.
Christina Lake, B.C.
V0H 1E3

5. The Contract remains in effect until 12:00 a.m. (midnight), June 30, 2017 unless otherwise terminated in accordance with its terms. The parties, by mutual agreement may substantively change the terms of the contract based on the proposal submitted in the Invitation to Tender process. The parties may also, by mutual agreement, extend or renew the Contract for an additional period.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their Corporate Seals attested by the signature or their duly authorizing officers on the date first indicated herein.

THE CORPORATE SEAL OF
Kettle Valley Waste
was hereunto affixed by:

Authorized Signing Officer

C/S

Authorized Signing Office

THE CORPORATE SEAL OF
THE CORPORATION OF THE
REGIONAL DISTRICT OF
KOOTENAY BOUNDARY
was hereunto affixed by:

C/S

Director of Corporate Administration)

2. TERM of CONTRACT

2.1 PREAMBLE

This Contract will describe the terms and conditions of the Residential and Small Business Curbside Collection service. In exchange for fulfilling the Work as described in this Contract, to the satisfaction of the Regional District, the Regional District will compensate the Contractor as described in this Contract.

The Regional District of Kootenay Boundary (Regional District) has selected Kettle Valley Waste Ltd, hereafter known as KV Waste or 'The Contractor', as the successful contractor in the Request for Proposals process for the Solid Waste Collection service in designated areas of Area C, Area D and the City of Grand Forks.

The Regional District and KV Waste will cooperatively build capacity for effective service delivery and build public support for the service through the staggered implementation of the Food Scraps Collection Service. The Service will be introduced according to the following schedule:

* Status Quo Services – From July 1, 2012 until such a time as mutually agreed on service changes are made. The terms and conditions of this Work will be described in this document.

* Grand Forks city-wide green bin/kitchen scraps collection service. Targeted start date – October, 2012. The terms and conditions of this Work will be described in this document.

* Curbside collection for Recycling, Food Scraps and Residuals for certain residents of Area C and Area D will be implemented as per direction from the RDKB Board of Directors with a target start date of September 2014.

2.2 PRICING

The RDKB will pay to the Contractor for Work based on a bid in the accepted proposal. However, the Regional District may direct the Contractor to carry out a combination of Work that was not envisioned in the Contractor's proposal. Until such time the contract is performed in full, as approved by the RDKB Board of Directors, the Contractor will receive a base monthly payment equal to 1/12 of \$325,000 per year.

The following unit prices will apply. Blank cells are subject to adjustment based on the CPI clause and will be completed and forwarded to the Contractor when the May 31st CPI British Columbia Transportation Index is available.

Bi-weekly Recycling Collection:	Number of units	Base Contract Price	Contract price July 2012 – July 2013	Adjusted rate: July 2013 - 2014	Adjusted rate: July 2014 - 2015	Adjusted rate: July 2015 - 2016	Adjusted rate: July 2016 - 2017
Grand Forks homes	1527	29.64	\$30.08				
Grand Forks multi-family	303	29.64	30.08				
Area C homes	787	45.00	45.68				
Area D homes	1000	37.05	37.61				

Organics (Weekly) and Residuals (Biweekly) Collection:	Number of units	Base Contract Price	Contract price 2012 - 2013	Adjusted rate: July 2013 - 2014	Adjusted rate: July 2014 - 2015	Adjusted rate: July 2015 - 2016	Adjusted rate: July 2016 - 2017
Grand Forks homes	1527	67.31	68.32				
Grand Forks multi-family	303	67.31	68.32				
Area C homes	787	67.31	68.32				
Area D homes	1000	67.31	68.32				

Grand Forks Residential Monthly Yard & Garden Waste	Number of Units	Base Contract Price	Contract price 2012 - 2013	Adjusted rate: July 2013 - 2014	Adjusted rate: July 2014 - 2015	Adjusted rate: July 2015 - 2016	Adjusted rate: July 2016 - 2017
City of Grand Forks homes	1527	13.70	13.91				

2.3 PAYMENT

The Regional District shall, upon receipt of an invoice for successful completion of the Work from the Contractor for the month following that for which payment is claimed, pay to the Contractor on or before the last working day of the month following the month in which the Work was undertaken, one-twelfth (1/12) of the tendered annual lump sum for that year of the Contract.

It is the responsibility of the Contractor to insure that all invoices are accurate and complete. The Parties acknowledge and agree that all invoices for Work are deemed to be final after sixty days and, for certainty, claims for Work performed more than sixty days prior to a claim being made will not be paid.

2.4 PAYMENT WITHHELD

The Regional District may withhold or nullify the whole, or part of any payment in the following circumstances:

- when the Contractor is not performing the Work satisfactorily in accordance with this Contract;
- when defective Work is not being remedied;
- when a lien is filed against the lands and premises on which Work is being done, or reasonable evidence exists of the probable filing or registration of a lien;
- when there exists unsatisfied claims for damages caused by the Contractor in connection with the Works; or
- when the Contractor is failing to make prompt payments as they become due to sub-contractors or for material or labour.
- when sub-contractors or suppliers of materials are not receiving prompt payment, the Regional District may make payment to such sub-contractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

2.5 ANNUAL PRICE ADJUSTMENT

The Contract price as listed in Section 2.2 will be adjusted annually on the anniversary date of the Contract according to the following formulae:

The percentage of the change in the CPI British Columbia Transportation Index for the period ending May 31st, times the Contract Proposal Unit Price or previous year's price.

2.6 INCENTIVES

By entering into this agreement, the RDKB and the Contractor will commit to collaborate to create appropriate criteria to measure and price performance improvements in some or all of the following areas:

- customer service
- customer satisfaction
- percentage of diversion
- purity of recycling and compost streams
- reduction in the carbon footprint

3. GENERAL CONDITIONS

3.1 SCOPE OF WORK

This Contract is for the supply of all labour, materials, supervision, machines, tools, plant, equipment and any incidentals necessary to collect and remove:

- Yard & Garden Waste from residences in the City of Grand Forks
- Recyclable material in the designated contract area as defined by applicable regulations and bylaws of the City of Grand Forks, Regional District of Kootenay Boundary and BC Environmental Management Act
- Residual waste in the designated contract area as defined by regulations and bylaws of the City of Grand Forks and the Regional District of Kootenay Boundary
- Organic waste (Food Scraps) in the designated contract area as defined by regulations and bylaws of the City of Grand Forks and the Regional District of Kootenay Boundary

The Work must be completed as directed by the RDKB to the satisfaction of the Director of Environmental Services in accordance with the terms of this Contract.

3.2 WHOLE CONTRACT

The Contract Documents constitute the whole of the agreement between the parties, and include the proposal submitted by Kettle Valley Waste (Appendix 3). No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of the Contract Agreement, shall affect or modify any of the terms herein contained.

3.3 LABOUR STANDARDS

The Contractor shall comply with the requirements of the *British Columbia Employment Standards Act*, the *Workers' Compensation Act of the Province of British Columbia* and the provincial legislation regarding wages and labour regulations.

3.4 *ASSIGNMENT OF CONTRACT*

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion hereof, or his right, title or interest therein, or his obligations hereunder without written consent of the Regional District. No sub-contractor shall be engaged, except as set out in the Tender Form, without the written permission of the Regional District.

3.5 *REGIONAL DISTRICT'S RIGHT TO DO WORK*

If the Contractor should refuse, or fail, to supply adequate workmanship, products, or machinery and equipment for the scheduled performance of the Work, or neglect to prosecute the Work properly, or fail to respond to directives to correct non-performance on any of the provisions of the Contract, then the Regional District may notify the Contractor, in writing, that the Contractor is in default of his contractual obligations, and instruct him to correct the default within two (2) calendar days.

If the correction of the default cannot be completed within the two (2) calendar days specified, the Contractor shall be considered to be in compliance with the Regional District's instruction if he commences the correction of the default within the specified time, and in addition provides the Regional District with an acceptable schedule for such correction, and completes the corrections in accordance with such schedule.

If the Contractor fails to comply with these provisions, the Regional District may, without prejudice to any other right or remedy it may have, correct such default and may deduct the cost thereof from payment then or thereafter due the Contractor.

3.6 *REGIONAL DISTRICT 'S RIGHT TO TERMINATE THE CONTRACT*

If the Contractor should:

- a) be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of his insolvency, or
- b) fail to make sufficient payments due to his sub-contractors, or suppliers, or
- c) disregard laws or ordinances, or the Regional District 's instructions, or
- d) abandon the Work, or
- e) otherwise violate the fundamental conditions of the Contract,

the Regional District shall, by written notice, instruct the Contractor to correct the default within five (5) calendar days. If the default is not corrected within five (5) calendar days, then the Regional District may, without prejudice to any other right or remedy it may have, terminate the Contract.

If the Regional District terminates the Contract under the conditions set out above, the Regional District shall be entitled to:

- a) finish the Work by whatever method it may deem expedient but without undue delay or expense;
- b) withhold any further payments to the Contractor until the Work is finished;
- c) upon completion of the Work, determine the full cost of finishing the Work including compensation to the Regional District for its additional services and a reasonable allowance to cover the cost of any corrections required under the Contract, and charge the Contractor the amount by which the full cost exceeds the unpaid balance of the Contract Price, or if such cost of finishing the Work is less than the unpaid balance of the Contract Price, pay the Contractor the difference.

3.7 VOLUNTARY ARBITRATION

If both parties agree, in the case of any dispute arising between the Regional District and the Contractor as to their respective rights and obligations under this Contract, or in the event of an alleged breach of this Contract, either party may give to the other notice of such dispute and request arbitration thereof. The parties may agree to submit such matters to arbitration once all other reasonable steps to resolve the dispute have been taken. Arbitration will be carried out by a single arbitrator in accordance with the provisions of the *Commercial Arbitration Act* of the Province of British Columbia. The decision of the arbitrator shall be final and binding and each party shall bear its own costs of the arbitration.

The Contractor shall not cause a delay of the Work while the arbitration proceedings are pending or in progress.

3.8 QUALIFICATIONS OF WORKERS

The Contractors shall at all times enforce safety rules, discipline and good order among its employees. Any person employed on the Work, who becomes intoxicated, intemperate, disorderly, incompetent or wilfully negligent, shall be removed from the Work.

All employees of the Contractor shall cooperate fully with directives from the Contract Director and/or the Designated Director.

3.9 INDEMNITY

The Contractor shall indemnify and save harmless the Regional District from and against all losses and all claims, demands, payments, suits, actions, damages, recoveries, and judgments of every nature and description brought or recovered against the Contractor, or the Regional District, by reason of any act or omission or alleged act or omission of the Contractor, its agents, employees, or sub-contractors in the execution or purported execution of the Work.

3.10 PERFORMANCE SECURITY

The Proponent must provide a Confirmation of Performance Security – Performance Bond or written evidence from a Canadian banking institution that an Irrevocable Standby Letter of Credit valid until July 1, 2017 has been issued that provides the RDKB with access to the

Security. The Performance Bond/Letter of Credit must be in the amount of \$100,000 to be held by the RDKB as security for due and faithful performance of the Contract by the Proponent.

To ensure the faithful execution and proper fulfillment of this Contract, the Performance Security provided to the Regional District by the Contractor, as specified in the Instructions to Tenderers, will be held by the Regional District until sixty (60) days following the completion of the Contract.

3.11 PERMITS AND REGULATIONS

The Contractor, at his own expense, shall procure all permits, certificates and licenses required by law for the execution of the Work.

3.12 COMPLIANCE WITH WORKERS COMPENSATION ACT

The Contractor shall ensure compliance on its part and on the part of all its sub-contractors with the *Workers' Compensation Act* and the *Occupational Health and Safety Regulations* thereunder.

In any case where pursuant to the provisions of the Workers' Compensation Act, an order is given to the Contractor, or one of its sub-contractors in respect to their operations under this Contract to cease operations because of failure to install or adopt safety devices or appliances or methods as directed, or required by the Act or Regulations thereunder, or because conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor does not comply with such order then the Regional District may issue Written Notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the Regional District shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.

In the event that the Contractor refuses or fails to comply with an order under the Workers' Compensation Act or Regulations thereunder, so that the performance of the Work is stopped, the Regional District may, upon written notice terminate the Contract and proceed in accordance with Item 3.6.

The Contractor shall, during the terms of this Agreement, maintain Workers' Compensation Insurance in order to fully protect both its employees and the Regional District as may be required by the law during the term of this Agreement, and shall on demand, if requested by the Regional District, show proof of good standing with the Board.

3.13 LANDFILL SITE ACCESS AND RESPONSIBILITIES

The Contractor shall have access to the Landfill Site during closed hours for the expressed purpose of disposing of materials gathered while doing the Work of this Contract. The Regional District shall make every reasonable effort to ensure that the Contractor is able to discharge loads and carry out the Work.

If Regional District staff are not in attendance when the Contractor discharges solid waste/garbage at the landfill site, the Contractor shall be responsible for site security and fire Protection. The Contractor shall indemnify and save harmless the Regional District of Kootenay Boundary from any costs or other actions which are attributable to actions of the Contractor at

the landfill site during closed hours.

3.14 CHANGES IN THE WORK

The Regional District may order changes in the Work through additions, deletions, modifications or variations without invalidating the Contract. The value, if any, of such changes shall be taken into account in ascertaining the final amount of the Contract Price. All such Work shall be executed under the conditions of the contract.

No extra Work shall be carried out and no change in the Work shall be made, unless authorized in writing by the Regional District.

If the Contractor claims that any instructions by the Regional District are not described in the Work, they shall give the Regional District written notice thereof immediately, and shall then follow the instructions of the Regional District and complete the Work as directed by the Regional District. No such claim shall be valid unless so made. If the Contractor's claim is approved it shall be paid.

When there is a change in the Work not covered by Contract Prices, the value of such a change shall be determined by agreements on a lump sum in each instance between the Regional District and the Contractor.

3.15 REMOVAL OF LIENS

The Contractor shall forthwith remove at its own expense all liens filed or registered against the lands and premises of the Regional District and/or the City of Grand Forks and the Contractor shall indemnify and save harmless the Regional District from liability arising out of any such lien.

3.16 RELEASE OF PERFORMANCE SECURITY

The performance security filed by the Contractor will be refunded to the Contractor within sixty (60) days following completion of this Contract provided that:

- a) a statutory declaration dated not earlier than forty (40) days after the date of the completion has been filed by the Contractor with the Regional District certifying that all materials, labour and claims incurred directly or indirectly on account of the Work have been fully paid by the Contractor;
- b) no affidavits or claims of lien are filed against the lands and premises on which the Work was done; and
- c) the Workers' Compensation Board has, at the request of the Contractor, filed with the Regional District certification that all assessments due by the Contractor have been paid.

3.17 INSURANCE

Within seven (7) days following the execution of the Contract Agreement and prior to commencing any Work under the Contract, the Contractor shall, at its own expense, obtain and

maintain in force at all times during the Contract, insurance providing coverage to the Contractor, any sub-contractor performing Work provided by this Contract and the Regional District as named insured, in policies of insurance providing coverage called for by this article except fire, theft and collision insurance on vehicles owned by the Contractor. Such insurance shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. Each policy shall contain a clause stating that the policy shall not be cancelled or materially changed without the insurer giving at least fifteen (15) days notice by registered mail to the Regional District. Insurance coverage referred to in this article shall be by an insurance company and in a policy of insurance acceptable to and approved by the Regional District. The contractor shall deposit with the Regional District certified copies of the policies for all insurance herein required. The Regional District must be provided with proof and copies of this insurance coverage annually.

a) Public Liability and Property Damage

The Contractor shall insure against public liability and property damage for amounts equal to or greater than those listed below:

PUBLIC LIABILITY

Five Million Dollars (\$5,000,000.00) for death or injury to any one or more persons arising from any one occurrence

PROPERTY DAMAGE

One Million Dollars (\$1,000,000.00) for damage to property arising from any one occurrence.

ALTERNATIVELY Five Million Dollars (\$5,000,000.00) all inclusive risk policy covering public liability and property damage.

The deductible or reimbursement for any policy required under this section shall not exceed Five Thousand Dollars (\$5,000.00) per claim.

b) Automobile Insurance, Owned and Non-Owned

The Contractor shall, during the lifetime of the Contract, carry standard automobile policies covering all licensed vehicles owned by it, registered in its name or leased to it, for no less than Five Million Dollars (\$5,000,000.00) inclusive.

The Contractor shall ensure that the Regional District, its officers and employees are saved harmless from any liability whatsoever out of the Contractor's performance or non-performance by any sub-contractor, and shall pay any and all legal or other costs incurred by the Regional District as a result of such performance or non-performance.

3.18 INSPECTION OF THE WORK

The Regional District and its representatives shall at all times have unfettered access to inspect the Work whenever it is in progress. Periodic inspections of the Contract area will be made by the staff appointed by the Regional District to verify that the service supplied by the Contractor is adequate in all respects. Such periodic inspections shall not relieve the Contractor in any way from making its own inspections, to ensure that the Work is being satisfactorily performed.

The Contractor must provide the Regional District with unfettered access to historical data generated by GPS vehicle tracking devices. This data must be available for a minimum of 60 days and shall contain the capacity to indefinitely retain specific route data.

3.19 CONTRACTOR'S RELATIONSHIP TO THE REGIONAL DISTRICT

It is understood and agreed that the relationship of the Contractor to the Regional District under the provisions of this Contract is one of an independent Contractor, and nothing herein contained shall be construed as creating any employer-employee relationship.

The Work performed by the Contractor remains the intellectual property of the Regional District. All efficiencies, techniques and technology developed by the Contractor while performing the Work for the Regional District remain the property of the Regional District. These efficiencies, techniques and technologies may become part of future Contracts tendered by the Regional District.

3.20 PUBLIC HEALTH REGULATIONS

The Contractor shall carry out and obey every reasonable order and instruction given by the Director pursuant to the Contract and shall abide by every order issued pursuant to the *Waste Management Act* or the *Health Act*, in performing the Work under this Contract.

3.21 CONTRACTOR'S BUSINESS PRACTICE

No equipment shall be parked or stored on Municipal streets or Provincial highways except during actual periods of collection of solid waste, recycling or yard and garden waste as required by the Contract.

The Contractor shall supply and maintain a telephone service, to be attended by a competent representative at all times during normal business hours, to which all queries and complaints regarding waste collection in the Contract area may be directed. Complaints received must be rectified without delay to the satisfaction of the Solid Waste Program Coordinator.

The Contractor shall maintain a complete log, to include time of call and addresses of the calling party, and the nature of all complaints or enquiries received, and the action taken to rectify the matters in question. The log shall form a component of the Monthly Report.

3.22 VARIATION IN AMOUNT OF REFUSE

There may be considerable variation in the amount of garbage and/or recycling to be picked up in a given area from week to week. The Contractor shall meet this variation in demand by using extra equipment, manpower and overtime, if required, in order that all collections are made on the scheduled date.

3.23 NO WAIVER

The failure the Regional District to require performance of any provision shall not affect the Regional District's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

4. CONTRACT SPECIFICATIONS

4.1 WORK BY CONTRACTOR

The Work of this Contract, to be performed by the Contractor, shall include but not be specifically limited to:

- Once-a-week collection and removal of residential solid wastes (recyclables, food scraps and residuals) at residential properties within the boundaries of the City of Grand Forks as is consistent with RDKB Bylaw 1504 and City of Grand Forks Garbage Collection Regulations Bylaw 1937 and all subsequent and updated versions and consistent with the schedule approved by the RDKB and City of Grand Forks.
- Once-a-week collection and removal of solid waste wastes (recyclables, food scraps and residuals) from residential properties from designated residents in Electoral Areas C and D as directed by the RDKB in a manner consistent with RDKB bylaws to appropriate facilities at the Grand Forks Landfill;
- Collection and removal of yard and garden waste from all residential units once per month from March to November of each year, within the City of Grand Forks municipal boundaries according to a schedule approved by RDKB and the City of Grand Forks.
- Transport of these materials to the Grand Forks Landfill or other locations described in this Contract;
- gather data and report monthly/ annually on the Contractor's activities related to the Work as requested by the RDKB

Where this Contract is silent, the Work shall be done as directed by the Regional District.

4.2 COLLECTION AREA BOUNDARIES

For purposes of this Contract, the residential collection area boundary shall be designated as residences within the City of Grand Forks and parts of Area C and Area D designated by maps in Appendix A.

4.3 RESIDENTIAL UNITS

The Contractor shall collect Residual Waste from all Residential Units in the City of Grand Forks. Residential Units shall be responsible for providing Solid Waste receptacles in accordance with the description in this Contract. Residential units shall be defined according to Grand Forks bylaws as 'those residences which pay the City of Grand Forks for the solid waste collection utility'.

The Contractor will supply waste collection services as deemed appropriate by the RDKB to residents of multi-family complexes who pay the City directly for utilities.

4.4 *SOLID WASTE DISPOSAL SITE*

The Contractor shall have access to unload and deposit solid waste material in designated areas at the Landfill Site during regular operating hours or at other times by special arrangement.

At all times that Regional District staff is not carrying out operations and is not present at the site:

- Immediately upon entering and leaving the site the Contractor shall lock the gate and shall ensure that no unauthorized persons enter or remain on the site.
- The Contractor shall ensure that no waste of any kind is removed from the landfill site and that no salvaging operation is being carried on without authorization from the Landfill Site operator.
- The Contractor shall not undertake or permit any activity that may cause environmental impairment.
- The Contractor shall act in accordance with all landfill site regulations either verbal or posted.

4.5 *EQUIPMENT*

The Contractor shall supply all Equipment necessary to safely undertake the Work of this Contract.

All vehicles and other equipment shall be maintained in satisfactory working order; meeting or exceeding provincial standards.

4.6 *INTERRUPTION OF SERVICE*

In the event of mechanical problems beyond the Contractor's control which may result in an interruption and/or delay of regularly scheduled service, the Contractor shall immediately notify the Regional District by phone and within twenty-four (24) hours, resume service by effecting repairs to Equipment or by the supply of alternative equipment. Costs which may be incurred by the Contractor to resume service shall be the responsibility of the Contractor.

4.7 *EQUIPMENT STORAGE SITE*

Neither the Regional District of Kootenay Boundary nor the City of Grand Forks shall have any obligation to the Contractor to provide a site for the storage and maintenance of Equipment and vehicles necessary to undertake the Work of this Contract. Any vehicle storage and maintenance site for solid waste collection vehicles and related Equipment proposed to be utilized by the Contractor shall have the appropriate zoning designation in accordance with the Regional District of Kootenay Boundary or City of Grand Forks Zoning Bylaws.

4.8 *COLLECTION HOURS*

Every effort must be made to ensure that Work associated with this Contract does not negatively impact users of the service or cause violations of applicable noise bylaws. The Work shall be completed between the hours of 8am and 6pm unless by prior arrangement.

4.9 *ACCESS ONTO PRIVATE PROPERTY*

The Contractor shall not enter upon any private property unless by agreement with the owner or occupier thereof.

4.10 *SCHEDULES*

The Contractor shall obtain the approval of the Regional District for its proposed solid waste and yard waste collection schedule in accordance with the Contract Documents. The Contractor and the Regional District shall provide residents and Grand Forks City Hall with route schedules and collection information.

Any modifications or charges to the approved collection routes and schedules proposed by the Contractor must receive the approval of the Regional District prior to implementation. The Contractor shall advertise any proposed schedule and route modifications in local newspapers. All notices and advertisements related to the Contract must be approved by the Regional District prior to publication. The costs for such public notices shall be the responsibility of the Contractor.

4.11 *STATUTORY HOLIDAYS*

Collection of residuals, food scraps, recyclables and Yard & Garden Waste that is regularly scheduled for Statutory Holidays shall be completed as per the schedule. Regularly scheduled collection that falls on Christmas and New Year's Day shall be rescheduled to the day previous or the day following the Holiday. This schedule shift will be approved by mutual consent of both the Regional District and the Contractor.

The Schedule must be approved in time for publication in the annual Regional District Recycling Collection Calendar.

4.12 *WASTE NOT ACCEPTED*

The Contractor shall collect all Residual Waste within the City of Grand Forks except:

- Residual Waste not contained in an acceptable receptacle as defined herein;
- if the weight of the individual Solid Waste receptacle exceeds 23 kilograms;

- "Special Wastes" as defined in the Environmental Management Act, "Special Waste Regulations";
- Materials defined under the Environmental Management Act as the responsibility of specified stewardship groups for recycling.
- "Dangerous Goods" as defined in the Transportation of Dangerous Goods Act; or
- Waste identified by RDKB bylaws as not accepted for disposal in RDKB landfills.

In the event that the Contractor does not pick up Solid Waste from a Unit covered by this Agreement, the Contractor shall immediately notify the owner or occupier, or leave notice at the premises.

A log of incidents of non-service will form part of the monthly and annual reporting.

4.13 CONTRACTOR'S RESPONSIBILITY

The Contractor shall perform the Work to the satisfaction of the Director. The Contractor will be notified verbally and in writing of any deficiencies in the Work. At the request of the Regional District, the Contractor shall attend meetings that may pertain to the execution of the Work under this Contract.

4.14 PUBLIC RELATIONS AND EMPLOYEE CONDUCT

The Contractor shall exercise respectful public relations in carrying out its obligations under this Contract and its employees shall be made conscious of their responsibilities in this regard.

The Regional District may request the removal from the Work of any employee who commits one or more of the following acts during the performance of the Work:

- demonstrates intoxication or impairment;
- uses foul, profane, vulgar or obscene language, or gestures;
- solicits gratuities from the public for services performed hereunder;
- refuses to handle solid waste materials for reasons unrelated to the terms of the Contract;
- commits a willful or reckless action in disregard of safety of persons, buildings or equipment;
- commits any act which may constitute a public nuisance or disorderly conduct;
- demonstrates insolence, insubordination or disrespectful interaction with representatives of the Regional District;
- acts in a manner which brings derision or disrepute to the Regional District as a whole or the RDKB's Solid Waste Management Services.

4.15 SOLID WASTE ORIGIN

Solid waste collected by the Contractor for disposal at the Landfill Site under the terms of this contract must originate only from within the area specified by the terms of this Contract.

The Contractor shall be responsible for ensuring that refuse collected while performing the Work can be identified and reported as distinct and separate from materials collected elsewhere.

4.16 REPORTING REQUIREMENTS

The Contractor will be required to weigh every vehicle carrying garbage, food scraps, yard waste and recyclables into the Grand Forks Landfill and to ensure that the net weight is recorded if no attendant is on duty.

The Contractor will submit monthly and annual reports as described in Section 10.

4.17 UNITS OF MEASUREMENT

In all cases where the gathering and reporting of weight is required, the units of measurement shall be kilograms and metric tonnes.

In all cases where the gathering and reporting of distance is required, the unit of measurement shall be metres and kilometers.

In all cases where the reporting of volume is required, the unit of measurement shall be litres.

5. INTERPRETATION

In this Section in addition to definitions set out in Section 1 of this Contract, words and expressions set out below shall have the following meanings unless the context requires otherwise:

“Additional Unit” means a residential establishment to which solid waste collection and recycling removal service is required to be given from time to time in addition to the existing units.

“Bi-weekly collection” means collection every other week.

“Bulky Items” or “Large Items” means Garbage or recycling materials that do not fit into standard garbage or recycling containers. The Contractor is not expected to collect items if the items:

- do not easily fit into the collection compartment;
- exceed 23 kgs in weight;
- represent a hazard to the operator;
- exceed the ‘container collection limit’ and do not have extra Garbage Tags
- are banned from disposal according to RDKB bylaws

“Contract” means the whole of the terms and conditions contained in the Request for Proposals – including all Addendums, and the following Contract Agreement – including all Appendixes which describe the Work of Curbside Recycling and Garbage Collection Service for the **Regional District**.

“Contractor” means the Contractor engaged by the Regional District of Kootenay Boundary for the Work of collecting, removing and disposal or processing of solid waste in the City of Grand Forks, and parts of Area C and Area D in accordance with these Contract Documents.

“Composting Facility” means the Grand Forks Landfill on 8798 Granby Rd. Grand Forks or any adjacent property that may be developed.

“Construction & Demolition Debris” means materials associated with home construction and renovation. This includes wood, insulation, flooring, roofing, concrete, asphalt or any other material that the Regional District has determined to have differentiated tipping fee.

“Director” means the Director of Environmental Services of the Regional District of Kootenay Boundary or his designate who shall direct and oversee the Work.

“Food Scraps”, “Household Organics” or “Organics” means all plant or animal material present in the Garbage stream. This includes raw and cooked food waste, kitchen scraps, food soiled paper towels, tissue paper, bones, meat and fish products, and other food related material. **Food Scraps** does ***not*** include textiles, construction & demolition material or Yard & Garden Waste.

“Glass” means material which is either, beverage containers, food containers and window glass. None of these materials are included in the definition of recyclable material. Glass food containers are presently collected only at Regional District recycling bins.

"Landfill Site" means the Grand Forks Landfill site - 8798 Granby Rd. Grand Forks

"Parties" means the Regional District of Kootenay Boundary and Kettle Valley Waste.

"Recyclable Materials" or "Recyclables" means commingled materials designated by the Regional District as materials for collection: metal food containers, aluminum foil and non-refundable aluminum and tin cans; rigid plastic containers #1 to #7, film plastic (bags and wrap), newspapers, corrugated cardboard, mixed waste paper, and any other material which may be designated recyclable by the Regional District. This does not include Glass, Styrofoam, waxed paper or refundable beverage containers.

Recycling Container means the commingled recycling container. The preferred/promoted container is a clear blue plastic bag. Reusable containers are acceptable, provided the attendant is: 1) able to assess the contents for non-program materials and 2) identify the container as a recycling container.

Recycling Transfer Facility means a facility set up at the Grand Forks Landfill for the sole purpose of receiving recyclable materials collected as part of this Contract.

"Regional District" means the Regional District of Kootenay Boundary.

"Residuals", "Residual Waste" or "Garbage" means any material emanating from households in the **Regional District** which is not otherwise designated as a recyclable product, materials managed by Stewardship groups or materials defined by this **Contract** as **Organics or Yard & Garden Waste**.

"Residuals Collection Container" means a container of not more than 100 litres capacity, of not more than 23 kilograms, and having a waterproof cover; or transparent plastic bags of not less than two (2) mil thickness. Containers must allow the driver the capacity to evaluate the material for the presence of Recyclables or banned materials.

"Small Business" or "Small Businesses" means those establishments that generate quantities of materials similar to those of an average residential unit.

"Solid Waste" means designated materials described in the **Regional District Solid Waste Management Plan**. This includes **Food Scraps, Recyclables** and **Residuals**.

"Successful Completion of the Work" shall mean the completion of the activities of providing the Recycling and Garbage Collection Service (the **Work**) as per the direction of the **Regional District** and to the satisfaction of the **Regional District**.

"Units" are house counts for determining payment for the Work of the Service. Multi-family complexes will be regarded as the number of individual residential units.

"Weekly Collection" means that part of the **Work** which is conducted every calendar week.

"Work": means the whole of the activities, materials, and labour required to be done by the **Contractor** under this **Contract**. The **Work** is the activities of the **Contract**, 'as directed by the **Regional District**'.

“Yard & Garden Waste” means all organic material produced by a residential yard or garden including grass clippings, hedge and tree pruning material up to two-inches in diameter, weeds and material from flower beds and vegetable gardens.

6. RESIDUAL WASTE (Garbage)

Residual Waste is defined as any municipal solid waste produced by a household which is not otherwise designated as **Recyclable, Food Scraps, Yard & Garden Waste** or materials are, or become, managed by Stewardship groups.

6.1 RESIDUAL WASTE COLLECTION

The Contractor will collect Residual Waste from the Residential Premises within the City of Grand Forks and applicable areas of Area C and D on a bi-weekly basis, in compliance with City of Grand Forks and RDKB bylaws, or as directed by the RDKB and transport and deliver the Residual Waste to the Approved Disposal Site.

The Board of Directors of the RDKB and the City of Grand Forks Council will designate which areas are to receive this service.

6.2 RESIDUAL WASTE CONTAINERS

The Contractor will collect only one (1) container of Residual Waste from the Residential Premises per collection period (two weeks) as per applicable bylaws of the City of Grand Forks and the RDKB. Additional containers may be collected provided they demonstrate proof of payment approved by the City of Grand Forks.

Containers must not weigh more than 23kgs. Collection Drivers must ensure proper handling of the Resident's containers.

The Contractor must not collect Large or Bulky items that do not fit in garbage containers.

The Contractor must not collect materials identified in RDKB bylaws as materials banned from disposal at landfills in accordance with the Solid Waste Management Plan and applicable Provincial laws and regulations.

6.3 DISPOSAL FEES

The Contractor will not be responsible for the payment of any Residual Waste disposal fees.

The Contractor will not be responsible for any fines or penalties relating to improper delivery of garbage and for inclusion of unacceptable waste in a load.

The Contractor will be responsible for fines arising from improperly using Regional District facilities and Bylaw infractions.

Notwithstanding the above, the Regional District and the Contractor will cooperate to identify and eliminate any source of unacceptable waste entering the waste system.

7. RECYCLABLES COLLECTION

7.1 DESCRIPTION OF RECYCLABLES COLLECTION SERVICE

The Contractor will collect the Recyclable Materials from the Residential Premises within the Collection Area on a bi-weekly basis, and transfer, transport and deliver the Recyclables (the "Recyclable Materials") to the compactor on-site at the Grand Forks Landfill.

7.2 AMOUNTS OF RECYCLABLES

The Contractor will collect all Recyclables which are placed in the proper containers at the Curbside for collection. There is no maximum limit to the amount of recyclable material collected from a residential unit.

7.3 CONTAINERS FOR RECYCLABLES

The preferred container for commingled recycling is a clear blue plastic bag. For residents who regard this to be a barrier to participation, the program will also allow material to be placed in clearly marked cardboard boxes or other containers that allow most of the contents to be evaluated.

The provision of the recycling collection container or plastic bag shall be the responsibility of the resident.

The full container must not exceed 23 kgs in weight.

7.4 OWNERSHIP OF RECYCLABLES

The Contractor will, at no time, have property rights to the recyclable materials. All recyclable materials become property of the Regional District as soon as they are collected at the curb.

7.5 NON-COMPLIANCE PROCEDURES

Should residents fail to follow the proper procedures for sorting for recyclables, garbage and food waste, the Contractor shall collect the correct Materials and leave a standard non-compliance notice, in a form approved by the Regional District to encourage proper participation.

7.6 STEWARDSHIP MATERIALS

This Contract recognizes the Regional District's regulatory responsibility to operate a service designed to manage packaging material. Should Provincial regulations change, the Parties will negotiate adjustments to the Contract to ensure the compliances with the regulations.

8. YARD & GARDEN WASTE

8.1 YARD WASTE COLLECTION

Yard Waste collection will be provided only to those residents within the city limits of Grand Forks. This curbside collection service is to be provided on a monthly basis during the months of March, April, May, June, July, August, September, October, and November. The Schedule for collection must be approved by the Regional District and the City of Grand Forks by October 1st of the preceding year.

The contractor must collect materials in accordance with applicable City of Grand Forks bylaws and RDKB

8.2 TYPES OF MATERIALS

The Contractor will collect organic materials originating in the yard of the resident including:

- leaves,
- grass,
- flower pot material (small amounts of dirt),
- garden material,
- hedge clippings and woody material:
 - no longer than 1 m.
 - no thicker than 5 cm
 - bundled with string,
 - in bundles weighing no more than 23kg.

The following material types will not be collected:

- Construction and Demolition material
- 'significant' amounts of dirt
- bundles/bunches/containers weighing more than 23kg
- rocks

8.3 AMOUNT OF MATERIAL

The amount of material allowed to be collected is determined by City of Grand Forks Bylaw and could vary according to priorities set out in solid waste collection bylaws. In 2013, Bylaw 1937 describes collection limits as follows:

Yard waste may be in a can without a lid weighing a maximum of 22 kg, in compostable paper bags weighing a maximum of 22 kg, or in bundles, weighing a maximum of 22kg, to a maximum of three such containers, bags or bundles. Each bundle of tree prunings must be three inches in diameter or less and three feet long

8.4 *COLLECTION CONTAINERS*

Residents will be encouraged to use of biodegradable bags sanctioned by the Compost Quality Alliance. The bag shall weigh less than 23 kgs.

9. FOOD SCRAPS (ORGANICS) COLLECTION

9.1 COLLECTION AREA

The Contractor will collect organic kitchen scraps from residents of 'residential dwellings' as defined by City of Grand Forks Bylaws, who pay applicable utility fees for this service. The collection of Green Bins will be done each week according to the schedule agreed upon between the Contractor, The City of Grand Forks and Regional District.

9.2 TYPES OF MATERIALS

The Contractor will work with the RDKB and the City of Grand Forks to ensure that the following materials are collected in the Curbside Food Scraps Collection program:

- Baked goods, breads, cookies
- Eggs & Egg shells
- Cheese rinds & moldy cheese
- seafood shells
- Leftover candy and snacks
- fruit pits, seeds, etc.
- Muffin/cupcake papers
- seed/nut shells
- Coffee, including filters
- facial tissue
- Tea bags or loose tea
- paper towels
- Fish bones, skins, guts
- Soiled, waxed or oily (vegetable) paper
- Meat, bones, skin, fat
- Rotten fruits & vegetables
- Biodegradable paper
- Clamshells, clamshells, containers, pizza boxes
- Rinds and Peelings
- Wet Newspapers
- Leftover rice & pasta
- Houseplants, including soil
- Disposable diapers, (contained in a paper bag)
- Kitty litter, (contained in a paper bag)
- Animal waste (contained in a paper bag)
- Hamster & bird cage liner waste (contained in a paper bag)

9.3 COLLECTION BINS

The Contractor will collect organic materials from residents who have place the appropriate materials in 'Green Bins' supplied by the City of Grand Forks and approved by the Regional District.

The Contractor must have semi-automated equipment suitable to collect the container regardless of the weight.

10. RECORD KEEPING AND REPORTING REQUIREMENTS

10.1 RECORD KEEPING

The Contractor will be required to gather and store the following information:

- the weights of the different materials collected,
- accurate residential and business participation rates,
- revenue and balances of container and bag inventories,
- verification of routes completed (historical GPS records)
- phone logs of complaints and questions regarding the Service
- Kilometers driven and carbon used in the performance of the Work

10.2 MATERIALS WEIGHTS

All Residuals, Recyclable Materials and Yard & Garden Waste collected shall be weighed by type and identified by route.

Records of such weights and material types shall be provided by the Contractor to the Regional District on monthly report sheets and totaled for the annual report.

10.3 REPORTING

Within five (5) working days after the last day of each month, the Contractor shall submit to the Director a monthly project report to include at least the following:

- Summaries of weights for all Recyclable Materials, Yard & Garden Waste and Residual Waste collected.
- A summary of missed pick-ups and customer complaints telephone log.
- A summary of Contract bags or tags sold and used.
- A Year-to-date summary of the monthly reports
- A list of notable or repeat 'refused service' incidents
- Phone logs of complaints and questions about the Service

10.4 VERIFICATION OF COMPLETION OF WORK

The Contractor will provide unfettered access to real-time and historical route data including route traveled, time, fuel consumption and records of routes completed. This data must be available for verification for 60 days and must allow for specific data to be stored indefinitely.

10.5 ANNUAL REPORTS

Within sixty (60) calendar days of the last day of the calendar year, the Contractor shall submit an annual report which includes, at least, the following:

- A summary of all the information included in the monthly reports listed in 6.4

- A summary of total distance traveled by all the vehicles and all other equipment used in the performance of this Contract.

10.6 ANNIVERSARY DATE REPORTS

On the anniversary date of the commencement of the Contract, the Contractor shall provide the following information:

- A list of all Collection Vehicles and equipment used in the performance of the contract
- Demonstrated Proof of an updated and current Performance Bond.
- Demonstrated Proof of compliance with the Contract Requirements for vehicle and liability insurance coverage
- Demonstrated Proof that the Contractor is in good standing with WorkSafe BC.

10.7 INCIDENT REPORTS

The Contractor must disclose, investigate and provide written report on any incident which occurs during the performance of the Work, which involves:

- Property damage either to the contractor's equipment, private property or public infrastructure in excess of \$5,000
- Death, dismemberment or injury to any worker employed in performing 'the Work' which causes the worker to lose a day of work or more.
- Death, dismemberment or injury to a Third Party who was deliberately or inadvertently interacting with the Work.

The report must include results of investigations by Work Safe BC, law enforcement authorities and insurance companies.

Accidents or damage occurring to Collection Vehicles or Equipment which could adversely affect the performance of the Contract shall be reported to the Contract Manager within 24 hours of occurrence.

Any Incidents which may adversely impact on the public's perception of the Service or become a matter of legal interest must be reported, in writing, to the Regional District.

11. COLLECTION

11.1 PICKUP SCHEDULE

Curbside Collection shall be performed in strict compliance with this agreement. Curbside Collection shall begin after 8:00 a.m. and is to be complete by 6:00 p.m. on a designated pick-up day.

11.2 CONTAINER LOCATIONS

The Contractor will make Collections on all public streets and highways, and will, with the permission of the landowner, make Collections on private streets, private property and lane locations to provide Collection Services to Residential Premises within the Collection Area as approved by the Regional District.

11.3 PROFESSIONAL CONDUCT

The Contractor will:

- Immediately retrieve all materials for collection which are dropped or blown about by the wind including any debris or liquid which falls from a Collection Vehicle;
- Return each Container in a neat and orderly manner at the original Container Location after performing Collections; and
- It is expected that there will be normal wear and tear on containers provided by Residents. Care must be exercised by Collection Drivers to ensure that these Containers are not abused. Collection Containers, either supplied by the Resident, the City of Grand Forks or by the Regional District must be replaced if damaged by the Contractor or Employee through neglect or negligence.

11.4 NON-COMPLIANCE NOTICES

Any items that have been deemed to not be part of the collection program must be left in a neat and orderly manner with a Regional District-provided 'non-compliance' note describing why the item(s) were not collected.

When items are left uncollected, the following provisions will apply:

- The Contractor will advise Residents by written or verbal notice of the requirements for Collections (the "Advisories"), including advising on matters such as Container Locations, Container specifications, acceptable Collection Materials and segregation of materials (the "Collection Requirements");
- If the Contractor cannot perform Collections because of non-compliance with any of the Collection Requirements, the Contractor will leave a notice, tag or sticker placed on the Container identifying the nature of the noncompliance (the "Notice of Non-Compliance");
- Notices of Non-Compliance for the Resident will be provided to the Contractor by the Regional District and will include both the Regional District and the Contractor's contact information;

- The Notice of Non-Compliance will courteously state that the specific materials were left behind because they were not compliant, and explain how to achieve compliance.

11.5 TRANSPORTATION COSTS

The Contractor will bear all costs of transportation of Collection Materials to the Approved Disposal Site.

11.6 COLLECTION AREA

The Collection Area and Current Route map is attached as Appendix 1.

Any change to the Collection Area zone map contained in Appendix 1 to this Schedule must be approved by the Regional District.

The Contractor will work with the Regional District to identify eligible residents who are not receiving service and will work with the Regional District to expand the service.

11.7 WEATHER AND STREET MAINTENANCE

The Contractor shall collect Materials for Collection under all weather conditions, save and except floods, exceptionally heavy snowfalls, or conditions amounting to an Act of God which prevents collection. Even in such exceptional cases the Contractor shall carry out the Collection Services in areas or parts of areas in which collection can be made and ensure missed residents are serviced as soon as is reasonably possible.

Service shall be disrupted or discontinued only with the permission of the Manager and shall be resumed as quickly as possible, or as stipulated by the Director.

The Regional District shall not be responsible for towing charges or damage to Collection Vehicles occasioned by the condition of highways, roads, streets or lanes within the Regional District.

All employees of the Contractor have the right to refuse 'unsafe work' as defined by Work Safe BC regulations. This does not excuse the Contractor from completing the Work as scheduled.

11.8 MISSED COLLECTIONS

The Contractor will record all notices of Missed Collections, whether by phone or otherwise, in the Complaint Logbook.

The following provisions apply to Missed Collections:

- If a resident, the Regional District or any other source notifies the Contractor that a Container was missed during collections, unless the container was tagged with a Notice of Non-Compliance, the Contractor will promptly retrieve the Missed Collections as provided in this section without any additional cost to the Regional District;
- If notice of the Missed Collections is received before 3:00 p.m. on a weekday, the

Contractor will retrieve the Missed Collections on the same day that notice is received;

- If notice of the Missed Collections is received after 3:00 p.m. on a weekday, the Contractor will retrieve the Missed Collections by 10:00 a.m. the next day after notice is received;

A resident who puts out their materials after 8am will not be considered a Missed Collection.

11.9 DISPOSAL OF MATERIAL

The Contractor shall not deposit Recyclable Materials, Household Organics Waste, Yard & Garden Waste or Residuals in any Approved Disposal Site except with the specific approval of the RDKB, and in accordance with any directions from RDKB Staff.

12. ROUTES AND SCHEDULES

12.1 ROUTE APPROVAL

The Contractor will obtain the Director or the Director Designates written approval for any changes to the collection routes required to perform the Collection Services. Routes must include all existing Residential Premises locations and must be consistent with the established collection days.

12.2 STREET ADDRESSES

The Contractor shall work with the City of Grand Forks and the Regional District to establish a suitable formula to ascertain the number of homes and businesses receiving Services. This formula should be used each year to ensure the number of homes serviced is consistent with the number of homes Invoiced.

12.3 HOLIDAYS

The present collection system schedule will not change for any holidays except Christmas and New Years Day.

12.4 COLLECTION SCHEDULES

The Regional District regularly communicates with residents about how to participate in waste management services. This includes the production and distribution of a region-wide collection schedule. The Contractor shall work cooperatively to assist the Regional District in creating and funding the production and distribution of all information relating to this service.

Through policies and public educations, the RDBK shall actively encourage residents to participate in the collection service. The Contractor is an important partner in promoting diversion.

12.5 DELIVERY OF SCHEDULES

The Regional District and the Contractor will cooperate on public education throughout the term of the Contract

All information must be distributed to residents at least two weeks prior to the start of the Contract according to a plan approved by the Regional District.

Two weeks' notice shall be given by the Contractor to the Manager and Residential Premises prior to any route changes. Revised schedules shall be issued to all affected Residential Premises two weeks prior to implementation

12.6 SCHEDULE TO BE MAINTAINED

There may be considerable variation in the quantity of Collection Materials to be collected from week-to-week or from season-to-season. The Contractor will maintain the Regular Schedule despite such variation, whether by using additional equipment, personnel and overtime or any other means, all at the Contractor's sole cost, as part of the Collection Services.

Where a road or other point has limited access as a result of construction or any other reason, every reasonable effort will be made to perform Collection Services and maintain the Regular Schedule.

12.7 WEATHER DISRUPTION TO SCHEDULE

If, as provided in Section 11.7, weather conditions or other circumstances impede Collection Services in part of the Collection Area, Collections will be made in other parts not so affected.

The Contractor will use additional equipment, personnel and overtime or any other means to restore the Regular Schedule and will service the missed areas later the same day and/or on the following day until all missed areas have been collected. If the roads are still not accessible on the following day of collection, the Contractor will provide the Regional District with a detailed list of the streets still missed, and collection will resume on the next scheduled collection day or as soon as the roads are accessible.

The Contractor must have the equipment necessary to safely perform the Work.

A policy detailing responses to Snow and Adverse Weather related disruptions is appended and will be amended as required prior to the Commencement Date.

13. FACILITIES AND EQUIPMENT

13.1 STORAGE FACILITY

The Contractor shall provide a facility for storage and maintenance of equipment and vehicles used in the fulfillment of this service contract. The facility must comply with all local, provincial and federal laws including zoning and building permits.

Failure to comply with local, provincial or federal laws may constitute a breach of Contract.

13.2 GPS TRACKING

The Contractor shall provide the Regional District with unfettered access to historical vehicle tracking data to verify the satisfactory completion of the Work. Such data must be maintained for 60 days with the capacity to store specific data for a longer period.

13.3 COLLECTION VEHICLES

The Contractor shall at all times provide, maintain and operate a sufficient number of Collection Vehicles, as approved by the Manager, to properly maintain the level of service specified in this agreement.

The Contractor shall be responsible for maintenance, repairs and all other operating costs or requirements of the Collection Vehicles including fuel, licensing, insurance, regular washing, storage, repairs and paint.

The Contractor shall keep all Collection Vehicles used by the Contractor clean at all times.

The Contractor shall be prohibited from displaying signage on any of the Collection Vehicles except as approved by the Regional District.

At least 30 days prior to the Commencement Date of the Contract, the Contractor shall provide Collection Vehicles which:

- Are less than five years old at the Commencement Date;
- Have fully enclosed metal bodies mounted on a truck chassis of sufficient capacity and strength to load and unload all Materials for Collection;
- Comply with all federal, provincial and municipal government requirements;
- Are properly constructed and maintained to eliminate the depositing of any material or fluid and mechanical or hydraulic liquids onto the streets;
- Are signed and painted according to direction provided by the Regional District. Signing and painting shall include the logo or name of the Contractor on the door of the vehicle.
- The Collection Vehicles shall also display the telephone number and website URL where Residents may find responses to service questions.
- In the case of vehicles to be used for the collection of different material streams, they should be sufficiently enclosed to prevent loss or spillage of the materials and contain an interchangeable compartment or partition system for the different types of materials collected.

14. OPERATIONS AND PERSONNEL

14.1 CONTRACTORS STAFF

The Contractor shall, at all times during the term of this Contract, have a local manager charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone staffed during all working hours throughout the duration of this contract. The office shall have suitable means of communication at all times with the collection crews.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the garbage, food waste and recycling collection Contract and shall make available a sufficient number of equipment operators and labourers to complete the performance of the Collection Services.

All employees of the Contractor shall have proper identification in their possession when performing duties related to the Contract, demonstrating that they are carrying out their duties under this agreement and representing the Regional District's solid waste collection program.

14.2 CUSTOMER SERVICE PHONE LINE

The Contractor shall maintain a telephone line which shall be advertised as a point of contact for residents needing information about the Service.

The Contractor shall provide adequately-trained staff whose duties shall include receiving telephone calls and providing information specific to the Contract during normal working hours.

All calls relating to the Service shall be logged and records sent to the Regional District on a monthly basis.

Calls which pertain to Regional District waste management policies should be referred to Regional District staff.

Calls which pertain to City of Grand Forks policies, staff or bylaws are to be referred to appropriate City staff

15. PUBLIC EDUCATION and PUBLIC RELATIONS

15.1 PUBLIC EDUCATION

The Contractor acknowledges that its employees, agents and subcontractors will be dealing with the public in carrying out the Collection Services under this agreement and that it is of primary importance to the Regional District that excellent relations with the public be maintained and that all persons under the control of the Contractor conduct themselves in a courteous and respectful manner conducive to good public relations.

The Contractor shall make staff available for public relations training sessions as may be required by the Director.

In addition to any promotion undertaken by the Regional District, the Contractor may undertake additional promotion which he feels will benefit the program. Any promotional materials must be approved in writing by the Manager prior to distribution.

The Contractor shall co-operate, to the extent possible, with community groups who involve themselves with recycling.

The Contractor shall, at his or her own expense, make personnel available to assist the RDKB in public education and awareness activities as required.

The RDKB shall be responsible for the costs of producing and distributing core education and promotional material. The Contractor will be responsible for costs of public education for route changes initiated by the Contractor.

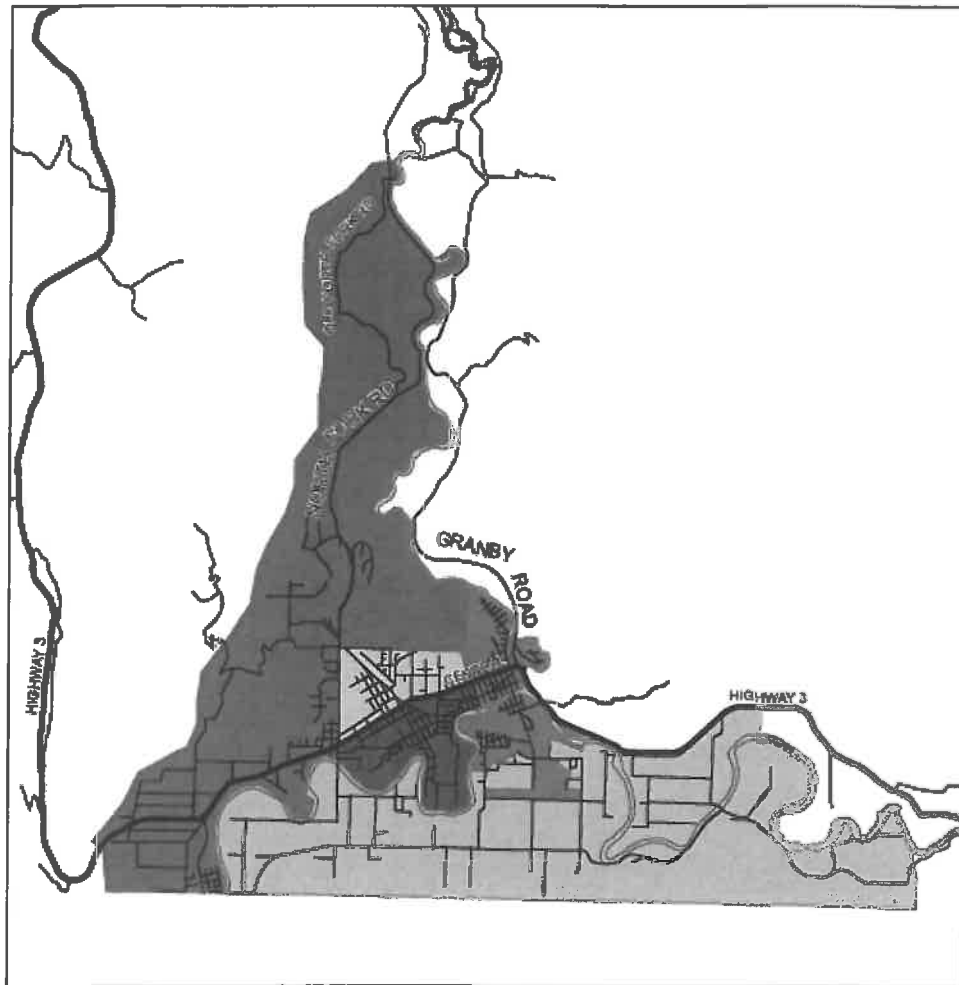
15.2 NEW RESIDENTS

The RDKB will work with the Contractor to ensure that each new resident has easy access to information about the collection service including the collection schedule and guidelines for proper containers and sorting requirements.

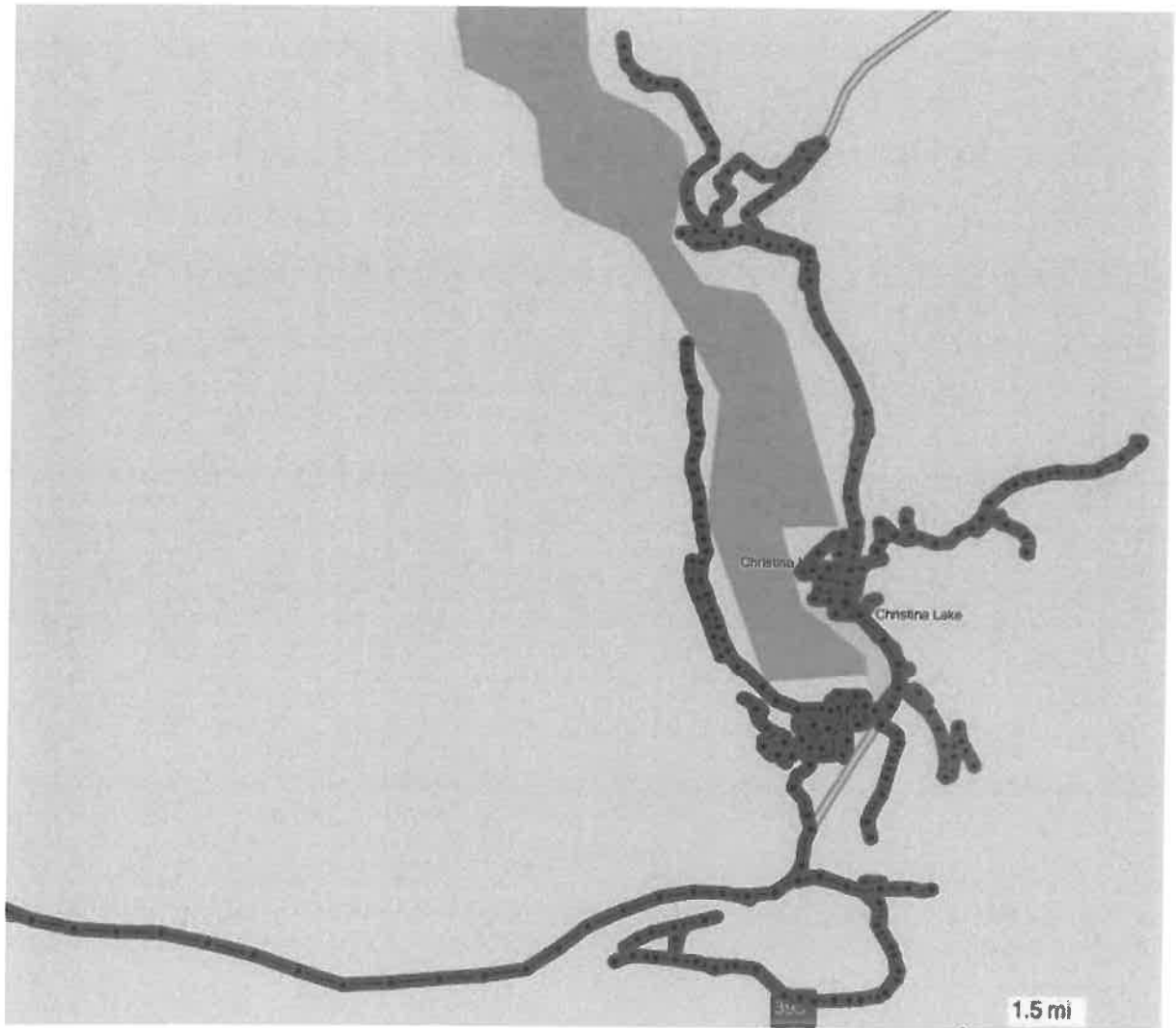
APPENDIX # 1

COLLECTION AREA MAPS

Map of Grand Forks and Area D



MAP of Christina Lake (Area C)



APPENDIX # 2 Grand Forks Bylaw 1937

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 1937

**A Bylaw to amend the City of Grand Forks
Residential Garbage Collection Regulation
Bylaw No. 1798, 2006**

=====

WHEREAS Council may, by bylaw, amend the provisions of a Garbage Regulations and Rates Bylaw pursuant to the provisions of the Community Charter;

AND WHEREAS Council of the Corporation of the City of Grand Forks believes it is in the public interest to amend the Garbage Regulations and Rates Bylaw;

NOW THEREFORE Council of the Corporation of the City of Grand Forks, in open meeting assembled, **ENACTS**, as follows:

1. This Bylaw may be cited for all purposes as **“Garbage Regulations and Rates Amendment Bylaw No. 1937, 2012”**.

2. That Section 3 “Definitions” be amended by amending the definition of “Garbage” to read as follows:

“Garbage” means household waste generated by operations incidental to the premises, and excludes food waste recycling, recyclables and yard waste.”

3. That Section 3 “Definitions” be amended by adding the definition of “Food Waste Recycling” as follows”

“Food Waste Recycling” means food scraps and other materials resulting from a plant or an animal and which includes the following:

- *Baked goods, breads, cookies*
- *Eggs & Egg shells*
- *Cheese rinds & moldy cheese*
- *seafood shells*
- *Leftover candy and snacks*
- *fruit pits, seeds, etc.*
- *Muffin/cupcake papers*
- *seed/nut shells*
- *Coffee, including filters*
- *facial tissue*

- Tea bags or loose tea
- paper towels
- Fish bones, skins, guts
- soiled, waxed, oily
- Meat, bones, skin, fat
- Rotten fruits & vegetables
- biodegradable paper
- clamshells, clamshells, containers, pizza boxes
- Rinds and Peelings
- Wet Newspapers
- Leftover rice & pasta
- houseplants, including soil
- disposable diapers, (contained in a paper bag)
- kitty litter, (contained in a paper bag)
- animal waste (contained in a paper bag)
- Hamster & bird cage liner waste (contained in a paper bag)

4. That Section 3 “Definitions” be amended by adding the definition of “Food Waste Recycling Collection” as follows”

“Food Waste Recycling Collection” means the collection of food waste contained in the green bin provided by the City”

5. That Section 3 definition of “Residential Dwelling” be amended as follows:

“Residential Dwelling” means – Single Family Dwellings

- Duplexes
- Triplexes
- Rowhouses, Townhouses, Gated Communities and Manufactured Home Parks

6. That Section 8 be amended to read as follows:
“Food Waste Recycling” will be collected by the Garbage Collector, on a weekly basis, on the day specified by the Garbage Collector. Garbage will be collected by the Garbage Collector on a bi-weekly basis, on a day specified by the Garbage Collector. Yard Waste will be collected on the dates specified each year by the Garbage Collector.”

7. That Section 9 be amended to read as follows:

“Every owner of a residential dwelling unit, as defined in this bylaw, shall provide and maintain in sanitary condition and in good repair, a container to contain garbage. The Garbage Collector will pick up one container of garbage weighing a maximum of 22kg, every two weeks, as outlined in “Schedule A” of this bylaw. Owners or occupiers of residential dwelling units, as defined in this bylaw may purchase “tag-a-bag” tags for all containers of garbage in excess of the one bag

limit, outlined in Schedule A of this bylaw, and the Garbage Collector will pick up the extra tagged garbage on garbage collection days only.

Food Waste Recycling will be collected by the Garbage Collector in the container (Green Bin) provided by the City on a weekly basis. Yard waste will be collected by the Garbage Collector nine times per year, on the dates specified by the Garbage Collector.

Yard waste may be in a can without a lid weighing a maximum of 22 kg, in compostable paper bags weighing a maximum of 22 kg, or in bundles, weighing a maximum of 22kg, to a maximum of three such containers, bags or bundles. Each bundle of tree prunings must be three inches in diameter or less and three feet long tied in bundles not exceeding the equivalent of a garbage can.

8. That Section 20 be amended to read as follows:

"Due to the fact that the City must maintain the service to all residential properties, the fee for residential garbage collection service, including the collection of food waste recycling and yard waste, shall be collected for properties which may become vacant for a period of time during the billing year."

9. That Bylaw No. 1798, cited as "Residential Garbage Collection Regulation Bylaw No. 1798, 2006", be amended by deleting "Schedule A" and replacing it with a new "Schedule A", which is attached hereto and identified as "Appendix 1".
10. This bylaw shall come into force and effect upon adoption.

Read a **FIRST** time this _____ day of _____, 2012.

Read a **SECOND** time this _____ day of _____, 2012.

Read a **THIRD** time this _____ day of _____, 2012.

FINALLY ADOPTED this _____ day of _____, 2012.

Mayor Brian Taylor

Corporate Officer – Diane Heinrich

CERTIFICATE

I hereby certify the foregoing to be a true copy of Bylaw No. 1937 as passed by the Municipal Council of the City of Grand Forks on the ____ day of _____, 2012.

Corporate Officer of the Municipal Council of the
City of Grand Forks

Schedule A

SCHEDULE OF RATES AND CHARGES

Residential Garbage Collection Service	\$10.00 per month (\$20.00 bi-monthly) Per residential dwelling unit as defined in this bylaw
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Residential Garbage Collection Service includes:

- Maximum of one (1) container or bag every second week of garbage as defined in this bylaw.
- Green Bin provided by the City, with food waste recycling material will be collected every week.
- Yard waste collection will be collected 9 times per year

“Tag-A-Bag” tags for bags of garbage in excess Of the one-bag limit every two weeks	6 tags for \$18.00
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THE CITY OF GRAND FORKS REQUEST FOR COMMITTEE OF THE WHOLE DECISION

DATE : **March 26th, 2013**

TOPIC : **Monthly Highlight Reports from Department Managers**

PROPOSAL : **Council to Receive the Monthly Activity Reports**

PROPOSED BY : **City Staff**

SUMMARY:

The Managers of each department's has submitted a brief report of their highlighted projects and tasks from the past month for Council's and the Public's information. This reporting objective intends to provide a snapshot of some of the tasks and projects that each department may be working on so that Council and members of the public may get a "peek" at some of the daily operations of City Staff, and of projects that are being worked on at present.

STAFF RECOMMENDATIONS:

That the Committee of the Whole recommends to Council to receive the monthly highlight report from the department managers.

BENEFITS, DISADVANTAGES AND NEGATIVE IMPACTS:

The main advantage is that Council is apprised of projects and activities which are currently being undertaken.

COSTS AND BUDGET IMPACTS – REVENUE GENERATION:

There is no cost attached to the report of Staff

LEGISLATIVE IMPACTS, PRECEDENTS, POLICIES:

As part of good legislative practice, Council is provided with information regarding daily operations at Public Works, the Fire Department and City Hall.



Department Head or Corporate Officer
Or Chief Administrative Officer



Reviewed by Chief Administrative
Officer



THE CORPORATION OF THE CITY OF GRAND FORKS

STAFF REPORT FROM

DEPARTMENT – Development and
Engineering
MANAGER – Sasha J. Bird

FOR THE MONTH OF MARCH, 2013

THIS MONTH'S HIGHLIGHTS:

- ✓ Posted RFP's for the Lease or Disposal of the Wildlife Hall and the Lease of 7212 Riverside Drive
- ✓ Posted RFP for Design, Fabrication and Installation of Welcome Signage
- ✓ Prepared for and held Open House for Downtown Beautification Upgrades
- ✓ Public Hearing for Re-Zoning of 6876 Boundary Drive
- ✓ Winnipeg Hotel Developer's contractor commenced asbestos remediation
- ✓ Held meeting with MOTI and Tim Horton's Developer
- ✓ Held meeting with IHA regarding our Source Protection Plan, Emergency Response Plan and Operating Permit requirements
- ✓ ROXUL Road Closure Final Reading
- ✓ Tender posted for relocation of Overton Creek and Boundary Drive culvert replacement
- ✓ Revisions to MTI Bylaw and accompanying bylaws



THE CORPORATION OF THE CITY OF GRAND FORKS

STAFF REPORT FROM

DEPARTMENT – OPERATIONS
MANAGER – Hal Wright

FOR THE MONTH OF March, 2013

THIS MONTH'S HIGHLIGHTS:

- ✓ Started street sweeping operations
- ✓ Staff concentration on Downtown for Fridays started
- ✓ New Power Line Technician (Steve Chambers) started March 25
- ✓ Work has started on temporary infield at J.D. ball park
- ✓ Hiring of casual employees
- ✓ Awarded Line Painting Contract
- ✓ Turf vac operations on City Parks
- ✓ Deployment of newly painted green picnic tables
- ✓ Electrical Department called out on large power outage
- ✓ Work started on Downtown Revitalization (electrical & irrigation)
- ✓ Met with Boundary Weed Control representative
- ✓ Planning for installation of pole-mounted "Bat Houses"
- ✓ Repaired Rail Trail Fencing
- ✓ Residential Water Meter messaging meetings ongoing
- ✓ Water Cross Connection letter being prepared for mailing
- ✓ Met Forestry Wild Fire representative to discuss work in Grand Forks



THE CORPORATION OF THE CITY OF GRAND FORKS

STAFF REPORT FROM

DEPARTMENT – Fire Department
Fire Chief – Dale Heriot

FOR THE MONTH OF March, 2013

THIS MONTH'S HIGHLIGHTS:

- ✓ 31 callouts in February, with 11 fire related, 2 rescue, and 18 first responder.
- ✓ EOC Presentation for works and inside staff completed.
- ✓ Snow pack levels are at 110% as of March 15/13.
- ✓ Miller Creek fire investigations ongoing.
- ✓ Monitoring Overton Creek runoff.



THE CORPORATION OF THE CITY OF GRAND FORKS

STAFF REPORT FROM

ROXANNE SHEPHERD
CHIEF FINANCIAL OFFICER

FOR THE MONTH OF MARCH, 2013

THIS MONTH'S HIGHLIGHTS:

- ✓ AUDIT – March 26, 27 and 28
- ✓ Monthly procedures such as updating banking pre-payments, processing Land Title changes
- ✓ Completed Inventory procedure for audit and started assessing inventory system
- ✓ Gathering information for the LGDE (Local Government Data Entry) and the SOFI (Statement of Financial Information) - the yearly reporting to the Province
- ✓ Completed Stats Canada annual report
- ✓ Public consultation for the budget and Open House at City Hall



THE CORPORATION OF THE CITY OF GRAND FORKS

STAFF REPORT FROM

DEPARTMENT – Corporate
Administration/Community Services
CORPORATE OFFICER – Diane Heinrich

FOR THE MONTH OF MARCH, 2013

THIS MONTH'S HIGHLIGHTS:

- ✓ Department prepared Agendas for Mar 18th and April 2nd Council Meetings along with Paper Copies, Website Posting, Drafting Minutes, PowerPoint, Task List
- ✓ The Department compiled and distributed Weekly Summaries for March 5th , 12th & 19th
- ✓ Acting CAO role from March 25th to 28th
- ✓ Department assisted in the March 12th Downtown Business Public Open House event
- ✓ On-going training on Corporate Duties with Deputy Corporate Secretary
- ✓ Attendance and opening of Request for Proposals for Line Painting, Wildlife Hall and 7212 Riverside Drive
- ✓ Human Resources – Posting of Engineering Technologist Position
- ✓ Human Resources – conducted interviews with Manager of Operations regarding casual labour pool for public works



THE CORPORATION OF THE CITY OF GRAND FORKS

COTW INFORMATION SUMMARY FOR April 2nd, 2013

Date: March 26th, 2013
 Agenda: April 2nd, 2013
 Proposal: To Receive the Items Summarized for Information
 Proposal By: Staff

Staff Recommendation:

That Information Items numbered 7(a) to 7(a) be received and acted upon as recommended.

	ITEM	SUBJECT MATTER	RECOMMENDATION
CORRESPONDENCE TO/FROM MAYOR AND COUNCIL			
CORRESPONDENCE TO/FROM STAFF			
7(a)	Discussion regarding the Grant In Aid Process	As part of the 2013 budget sessions, the Grant in Aid process, was discussed at length. In order for Council to debate this policy, Staff has included the Policy as an item for discussion at the April 2 nd , 2013 COTW Meeting.	That the Committee of the Whole receive the City's current Grant In Aid Policy for discussion purposes.
GENERAL INFORMATION			
FEDERAL AND PROVINCIAL GOVERNMENT			
INFORMATION FROM UBCM/FCM/AKBLG			
MINUTES FROM OTHER ORGANIZATIONS			

THE CORPORATION OF THE CITY OF GRAND FORKS

POLICY TITLE: Grant-in-Aid **POLICY NO:** 501

EFFECTIVE DATE: March 16, 2009 **SUPERSEDES:**

APPROVAL: Council Resolution

PAGE: 1 of 11

POLICY:

Council may give grants-in-aid at its discretion and subject to the requirements of the Community Charter and provided Council has an annual allocation of funds in the City's Financial Plan for the following grant-in-aid components: arts and culture, recreation and sporting events, youths and physically challenged, events and fairs, facilities and grounds, advertising and promotions in brochures, exemption from taxation and user fees, one-time seed funding for a physical project-infrastructure improvement and a miscellaneous category.

Grant-In-Aid funding allocation unspent from operating fund shall be carried forward into the following fiscal year.

Grant-In-Aid allocated for on-time seed funding from the Slag Reserve shall be for a legacy within the Community to a maximum of \$10,000 in any given two-year cycle.

Grant-In-Aid funding for advertising and promotions in brochures shall be vetted by the City Manager provided the request has been received in writing for public information through Council Agenda.

Council authorizes the City Manager to approve as grant-in-aid passes for the swimming pool and transit tickets when available and such approved value of grant-in-aid must be reported in the Public Agenda for Council's Information.

Council may not provide any Grant-In-Aid funding from the Miscellaneous Category Component during the year of a municipal general election. The grant-in-aid funding for that fiscal year shall be carried forward into the next fiscal year.

QUALIFICATION FOR GRANT-IN-AID

To qualify for consideration of a grant-in-aid the following principles must be met:

- strengthen and enhance the well-being of our community;
- be of benefit to the City of Grand Forks and its residents;
- promote volunteering;
- address community needs;

- improve and implement self-help programs;
- be well publicized and widely accepted in the community;
- available only to a local not-for-profit organization or for a group of volunteers and not by an individual.

GENERAL PROHIBITION ON GRANT-IN-AID:

Programs/Activities/Events MUST NOT:

- offer direct financial assistance to individuals or families;
- duplicate services that fall within the mandate of either a senior government agency or a local agency, except where there is an established need.
- be for any other form or section of a taxing or local government authority, such as School Districts, Regional Districts, Hospital Districts, etc.

ELIGIBILITY CRITERIA:

The following criteria must be met to be considered for eligibility for grant-in-aid funding consideration:

- Applications must specifically fall into one of the prescribed grant components;
- Funding is exclusive within the City of Grand forks with the substantial part of users being from the City.
- Funding is not jointly requested from the Regional District and the City.
- Funding from the Regional District includes funds from the City if the City is a participant in the service unless the funding is from Electoral Area Directors' "Grant-In-Aid" accounts
- Funding from the grant must not be used to reduce fees and charges of the City and Regional facilities that is already funded by the City.
- Funding cannot be used to supplement funding for services within the jurisdictions of Canada and BC relating to health, welfare and education.
- Funding cannot be applied against a service of the City such as parks, recreation, aquatic centre, arena, curling rink, art gallery, museum, visitor information centre and library.
- Applicant demonstrates that the funding request is due to volunteer type of organization with minimal paid personnel.
- Request of applicant to increase funding for services arising from the reductions in provincial and federal funding for federal and provincial mandated services.

ELIGIBILITY CRITERIA: FAIRS, EVENTS AND SPORTS TOURNAMENTS

The following criteria shall be met to be considered for eligibility for grant-in-aid funding considerations for sport tournaments, fairs and events:

- Organizing Committee must make a presentation to Council at least four months in advance of the event, fair or a tournament before the commencement of the City 's fiscal year. The Fiscal Year of the City runs

January to December. The presentation must be accompanied by a written plan and requests of the City.

- The applicants must specify the amount of cash funding required and whether the cash funding level requested is on an annual basis.
- The applicant must demonstrate the acceptability of the event, fair and tournament within the community and the involvement of volunteers
- The applicant must provide a financial plan for the tournament, event or the fair including donations and advertising revenues.
- The applicant must specify any waivers of fees, charges and permits from the City including city employee commitment required during the event.
- The applicant must specify any improvements and extra maintenance required to facilities, parks, fields arising from the tournament, fairs and events.

GENERAL PREFERENCE IN GRANT-IN-AID

Preference may be given to applications that:

- Partner with other service providers in the community;
- Request seed money in order to improve community infrastructure with matching funds from donations and grants, rather than requesting ongoing financial support.

PURPOSE:

To assist Council in making decisions on requests from groups or organizations for assistance, financial or otherwise, where there is no private or professional gain and which in Council's opinion would be of benefit to the City of Grand Forks or to its citizens. Grants-in-aid are intended to indicate the City's support, encouragement of service, and volunteerism within the Community and should not be expected to substantially fund any undertaking. .

PROCEDURE:

- 1) Applications for grants-in-aid shall be submitted to the City Clerk on the required "Community Enhancement Grant" application form and must be accompanied by a financial statement and operating budget, or, if a new venture, only an operating budget and cash flow forecast.
- 2) Applications for grants-in-aid shall be received until October 15th of each calendar year or as advertised in the City's Newsletter on closing date of grant applications.
- 3) The grant application deadline shall be advertised in the City's newsletter
- 4) Council may allocate up to eight (80%) percent of the annual grant-in-aid funds to approved applications received by the October 15th deadline
- 5) Council shall reserve twenty (20%) percent of the annual grant-in-aid funds for grant applications that are unable to meet the October 15th time frame due to timelines on matching funding, timing of the event or project or other unforeseen circumstances. Staff will ensure these applications are brought forward to the appropriate Council Committee Meeting for individual review.
- 6) Where the amount of the Grant-in-aid is \$1,000 or more, the Council may require that a representative of the City be on the Board of Directors or

other governing body, or otherwise be involved in the event or project funded.

- 7) Requests for pool passes and transit passes must be in writing and the applicant need not complete the grant-in-aid application form for these two requests.**

**CITY OF GRAND FORKS
COMMUNITY ENHANCEMENT GRANT
APPLICATION FORM**

Submit Applications to : City of Grand Forks
7217- 4th Street
Grand Forks
VOH 1H0
Attention: Corporate Administrator

Submission Dead Line: October 15th, 20____

GUIDELINES

All applications for the City of Grand Forks Community Enhancement grant must adhere to the following guidelines:

PROGRAMS/ACTIVITIES/EVENTS Must:

- strengthen and enhance the well-being of our community;
- be of benefit to the City of Grand Forks and its residents;
- promote volunteering;
- address community needs;
- improve self-help programs;
- promote cultural, recreational and social understanding;
- be well publicized and widely accepted in the community;
- available only to a local not-for-profit organization or for a group of volunteers and not by an individual.

Programs/Activities/Events MUST NOT:

- offer direct financial assistance to individuals or families;
- Duplicate services that fall within the mandate of either a senior government agency or a local agency, except where there is an established need.
- Be for any other form or section of a taxing or local government authority, such as School Districts, Regional Districts, Hospital Districts, etc.

Preference may be given to applications that:

- partner with other service providers in the Community;
- Request seed money in order to improve community infrastructure with matching funds from donations and grants, rather than requesting on going financial support.

The successful receipt of a Community Enhancement Grant does not automatically guarantee funding in subsequent years. Grants are intended to indicate the City's support and encouragement of volunteerism in a project or a service or continuance of a volunteer operated service with community wide benefit, and should not be expected to substantially fund any undertaking.

In accepting a grant, the organization agrees to provide the City within 90 days of completion of the activity/event/program with an accounting of how funds were used. And further, the City should be acknowledged as a sponsor of the organization's programs, activities or events in all published materials and advertising.

A budget and financial statement must accompany this Application. Individuals are not eligible for any funding from the City.

CITY OF GRAND FORKS GRANT IN AID: GRANT APPLICATION FORM

Please complete all the blank spaces and give as much detail as possible. This will assist City Council in making an accurate and responsible assessment of your needs. If there is relevant information about your organization or request not covered by the questions in this application, please include an attachment page(s). If you have questions, please contact the City Office at 250-442-8266.

Name of Organization:

Purpose or Function of Organization:

Street Address, Including Postal Code and email address:

Mailing Address if Different from the Above:

Amount of Grant Requested: _____

Brief Description of the Proposed Use of the Grant:

Organization Chair's Name or Person Responsible:

Telephone (work) _____ **Home** _____

Address, including Postal Code:

Email address: _____

Financial Officer's Name:

Telephone (work) _____ **Home** _____

Address, including Postal Code:

Email address:

Please provide proof of registration as a Society or a letter of support from an Umbrella Organization or a related Organization or from other Supporting Agencies or Group

Support from other Funding Organizations:

Please note, most activities and events may include residents from outside the City boundaries and your organization is expected to make applications to the Regional District governing your area from where your organization expects most participation or where most of your members reside.

Council expects you to provide letters in support of your application to the foregoing funding agencies. Please include this information in Appendix A, Question #5.

I confirm that the information included in this application is true and correct to the best of my knowledge.

Signature

Print Name

**APPENDIX A
GRANT-IN-AID APPLICATION FORM**

1. Is your application for a grant (please tick one)

- * A seed grant _____
- * A special grant _____
- * A special capital expenditure _____
- * A grant to an individual _____
- * A grant to a family _____
- * Transfer of funds to another organization _____
- * Arts and Culture _____
- * Fairs and Events _____
- * Sporting Tournament _____
- * Youth Activities _____
- * Physically and mentally challenged activities _____
- * Reduction in Fees and Charges _____
- * Support a Federal or Provincial Funded Program _____
- * Support funding reduction of Fed & Prov Program _____
- * Support Education _____
- * Support Health Program otherwise not funded by
Interior Health _____
- *Senior Citizen Activities _____
- * First Nations Activities and Celebration _____
- *Early Childhood Program _____
- *Children and Special Needs _____
- * Support of Club activities _____
- * Fund raising: list purpose as attachment _____
- * Funding for Religious/Church activities _____
- * Funding for awareness (list as attachment) _____
- * Funding for women's needs (list as attachment) _____
- * Funding for Men's needs (list as attachment) _____
- * Feasibility Study on a Program/Service _____
- * Funding for Climate and Environment _____
- * Funding for Training (list as attachment) _____
- * Fund for welfare (list as attachment) _____
- * Funding for Trails & Pathways _____
- * Funding for Wildlife (list as attachment) _____
- * Funding for Entertainment & Musicals _____
- *Funding for plays/dramas _____
- * Funding for a trip of club members _____
- * Funding on Cultural Exchange Trip _____
- * Funding for school field trip _____
- *Funding for camp/wilderness: special needs _____
- * Funding for entrance fees for poor & needy _____
- * Funding for Provincial Service _____
- * Other (list as an attachment) _____

2. Please describe the purpose for which a grant is being requested:

3. How does your proposed program/activity/event promote cultural, recreational, social, sports, children, family and other services understanding in the Community? How does this benefit the citizens of Grand Forks?

3. A budget for the program/activity/event is attached to this application:

Yes _____

No. _____: If No, explain why.

5. List other agencies/organizations whose support has been requested for this project

Name Request	Amount Requested	Status of

6. Is this your first grant application to the City : Yes/No
If No, please list all grants received in the past four years from the City.

Year:	Amount	Year	Amount

7. If your organization/agency received a City grant last year, what specific benefit(s) to your organization/agency and to the Community did the grant accomplish.

8. If your agency is applying for a matching grant from another government or organization or from other sources, is the grant from the City contingent upon receipt of the City's grant? Yes _____ No. _____

9. Does your organization receive any form of subsidy from the City? If so how much? And for how long?
Amount of estimated Subsidy \$ _____ length of time _____

10. Does your organization receive any benefit from exemptions provided by the City?

Yes _____ No. _____. If yes please indicate the amount exempted in the past year:

Water Fees: \$ _____ Sewer Fees: \$ _____ Property Taxes \$ _____.

11. How many years have these exemptions been in effect?

Water Fees: _____ Sewer Fees: _____ City Power _____
Property Taxes _____.

12. In the past year, how many persons has your organization served in Grand Forks? _____ & Boundary Area: _____

13. How long has your organization been in existence in the City of Grand Forks?

14. Is your organization voluntary and non-profit?

15. What is your main source of income from?

16. Are all of the Board members/directors/volunteers?

Yes _____/No _____

If No. Please state amounts paid to each:

Position:

Amount of Payment

17. Report the number of volunteers presently in your organization _____

18. Estimate the number of volunteer unpaid hours worked in the past year:

19. Any other information you may want to add in support of your application?

20. Please indicate when you wish to receive the grant and what time frame are you expecting the grant to be finalized for your project to succeed.

21. **Please note: It generally takes City Council 90 days to finalize the grant application from the date of receipt.**

PLEASE ENSURE ALL THE INFORMATION IS COMPLETE AND THE COMPLETED FORM AND SUPPORTING DOCUMENTATION IS RECEIVED AT THE CITY'S ADMINISTRATION DEPARTMENT, CITY HALL NO LATER THAN OCTOBER 15TH OF EACH YEAR.