

**THE CORPORATION OF THE CITY OF GRAND FORKS
AGENDA – REGULAR MEETING**

**Monday July 21 – 7:00 p.m.
6641 Industrial Parkway (Old Canpar Office Building)**

	<u>ITEM</u>	<u>SUBJECT MATTER</u>	<u>RECOMMENDATION</u>
1.	<u>PRESENTATIONS</u>		
	a) The Mayor and Council are offering their congratulations to Isiah McDonald for his accomplishments in baseball.	Jessica McDonald will be there to accept Council's congratulations on behalf of Isiah who is in Kamloops playing baseball for the Kamloops Riverdogs.	
2.	<u>CALL TO ORDER</u>		
	a) 7:00 pm Call to Order	Call the meeting to order	
3.	<u>ADOPTION OF AGENDA</u>		
	a) July 21st, Regular Meeting Agenda		Adopt Agenda
4.	<u>MINUTES</u>		
	a) June 23rd, 2014 Minutes - Committee of the Whole - 23 Jun 2014.pdf	Committee of the Whole Meeting Minutes	Adopt the minutes
	b) June 23rd, 2014 Minutes - Special Meeting to go In-Camera - June 23rd.pdf	Special Meeting to go In-Camera	Adopt the Minutes
	c) June 23rd, 2014 Minutes -Regular meeting -June 23rd.pdf Councillor Kendel June 23rd Council report.docx	Regular Meeting Minutes	Adopt the minutes
5.	<u>REGISTERED PETITIONS AND DELEGATIONS</u>		
6.	<u>UNFINISHED BUSINESS</u>		
7.	<u>REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL (VERBAL)</u>		

a)	Corporate Officer's Report RFD - CAO - Procedure Bylaw.pdf	Verbal Reports of Council	That all reports of members of Council given verbally at this meeting, be received.
8.	<u>REPORT FROM COUNCIL'S REPRESENTATIVE TO THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY</u>		
a)	Corporate Officer's Report RFD - Council - Procedure Bylaw.pdf	RDKB Representatives Report	That the Mayor's report on the activities of the Regional District of Kootenay Boundary be received.
9.	<u>RECOMMENDATIONS FROM STAFF FOR DECISIONS</u>		
a)	Manager of Development and Engineering RFD - Mgr. Dev. & Eng. Serv. 68th Ave Paving Project Approval to Proceed .pdf	Proceed with the RFP for 68th Avenue Paving	THAT Council, by resolution, proceed with the 68th Avenue Paving Project and to further amend the 2014 Financial Plan in the amount of \$489,000.00 to be funded by Capital Reserves, Gas Tax Monies and Borrowing Bylaw 1923 at the July 21st, 2014 Regular Meeting of Council.
b)	Manager of Development and Engineering RFD - Mgr. Dev. & Eng. Serv. Community Trails Society Stewardship Agreement.pdf	Grand Forks Community Trails Society request for a stewardship agreement	THAT Council directs staff to proceed with the stewardship agreement between the City and the Grand Forks Community Trails Society.
c)	Chief Financial Officer RFD - CFO - Community Works Fund Agreement 2014-2024.pdf	Community Works Fund Agreement 2014-2024	THAT Council authorizes the City of Grand Forks to enter into the Community Works Fund Agreement 2014-2024 with the Union of British Columbia Municipalities.
d)	Manager of Development and Engineering RFD Mgr. Dev. & Eng. Serv. - Riverside Drive Road Closure.pdf	Riverside Drive partial road closure, disposal and consolidation with 7330 Riverside Drive, to alleviate a 1.8 meter building and canopy encroachment onto the City's right of way.	THAT Council approves the request to close a 3 meter width portion of Riverside Drive (portion building and sidewalk), by the length of the building being 24.4 meters, located in front of 7330 Riverside Drive and directs staff to proceed with the statutory requirements necessary to start and complete the road closure and consolidation with that portion of road measuring

			73.2 square meters (0.018 acres) with property legally described as Lot 1, District Lot 108 & 339 "S", S.D.Y.D., Plan 34642.
e)	Manager of Development and Engineering RFD Mgr. Dev. & Eng. Serv. - Royal Canadian Legion DVP.pdf	Royal Canadian Legion Branch #51 Development Variance Permit Application	THAT Council approves the development variance permit, requesting a setback variance from 20 feet to 2 feet, to the Royal Canadian Legion Branch #51, located at 7353-6th Street, in order to construct a roof over the existing outdoor patio area.
10.	<u>REQUESTS ARISING FROM CORRESPONDENCE</u>		
11.	<u>INFORMATION ITEMS</u>		
a)	Corporate Services Memo - Cost of Holding Referendum.pdf	Estimated Cost to holding a referendum outside of an election	Receive for Information
b)	Good Sam Club	Request to Council to hold the 2016 Good Sam Rally in Grand Forks from June 21st - June 26th, 2016.	THAT Council approves the request from the Good Sam Club to host the 2016 Good Sam Rally in Grand Forks from June 21st - June 26th, 2016.
c)	Wayne Shiloff and John Vabuolas Summary of Info.-Jehovah's Witnesses Cart Information.pdf	Jehovah's Witnesses - Request to set up a Public Cart for people to receive free literature in high traffic areas in downtown Grand Forks.	Receive for Information and discussion.
d)	Gene Koch Summary of Info.-Koch, Gene - Cranbrook Area Water Smart.pdf	Cranbrook Area - Water Smart program	Receive for Information
e)	Premier Christy Clark Summary of Info.-Meeting Requests with Premier Christy Clark.pdf	2014 UBCM - Meeting Requests with the Premier and Ministers at UBCM.	Receive for information and decision and advise staff if planning to meet with the Premier and other Ministers at UBCM.
f)	Minister of Culture, Sport and Community Development Summary of Info.-Meeting Requests with Min. of Community, Sport, & Cultural Dev..pdf	UBCM Minister Meetings	Receive for Information

- | | | | |
|----|--|--|-------------------------------------|
| g) | Rhona Martin - UBCM President
Summary of Info.-Gas Tax Program Services - Community Works Fund Agreement 2014-2024.pdf | Gas Tax Program Services | Receive for Information |
| h) | Jim Gustafson
Summary of Info.-Initiation of a Strategic Plan for the West Kootenay Boundary Regional Hospital District.pdf | Initiation of a Strategic Plan for the West Kootenay Boundary Regional Hospital District | Receive for Information |
| i) | Grand Forks Mural Committee | Request for approval of the theme and confirmation of budget amount for the mural project. | Receive for discussion and decision |

12. **BYLAWS**

- | | | | |
|----|---|--|---|
| a) | Manager of Development and Engineering
RFD - Mgr. Dev. & Eng. Serv. Water Regulations Repeal Bylaw 1501-R to July 21.pdf | Water Regulations and Rates Repeal Bylaw No.1501-R, 2014 | That Council approves the Water Regulations and rates Repeal bylaw No. 1501-R, 2014 and gives the Bylaw first, second and third reading. |
| b) | Manager of Development and Engineering and Manager of Operations
RFD - Mgr. Dev. & Eng. Serv.&Mgr. of Operations Water Regulations Bylaw 1973 to July 21.pdf | Water Regulations Bylaw No. 1973, 2014 | THAT Council approves the Water Rates Bylaw No. 1973, 2014 and gives the bylaw first, second and third reading. |
| c) | Manager of Development and Engineering
RFD - Mgr. Dev. & Eng. Serv. Municipal Ticket Information Amendment Bylaw No. 1957-A2 to July 21.pdf | Municipal Ticket Information Bylaw No. 1957, 2013 | THAT Council approve the Municipal Ticket Information Bylaw No. 1957 - A2 as an amendment to Municipal Ticket Information Bylaw No. 1957, 2013 and give the amendment bylaw first, second and third readings. |

13. **LATE ITEMS**

14. **QUESTIONS FROM THE PUBLIC AND THE MEDIA**

15. **ADJOURNMENT**

THE CORPORATION OF THE CITY OF GRAND FORKS

COMMITTEE OF THE WHOLE MEETING

Monday June 23rd, 2014, 9:00 AM

PRESENT: MAYOR BRIAN TAYLOR
COUNCILLOR BOB KENDEL
COUNCILLOR PATRICK O'DOHERTY
COUNCILLOR GARY SMITH
COUNCILLOR MICHAEL WIRISCHAGIN

CHIEF ADMINISTRATIVE OFFICER	D. Allin
CORPORATE OFFICER	D. Heinrich
CHIEF FINANCIAL OFFICER	R. Shepherd
DEPUTY CORPORATE OFFICER	S. Winton
MANAGER OF DEVELOPMENT AND ENGINEERING	S. Bird

CALL TO ORDER

The Mayor called the meeting to order at 9:02am

COMMITTEE OF THE WHOLE AGENDA

Adopt agenda

Adoption of June 9th, 2014, Agenda

MOTION: WIRISCHAGIN / O'DOHERTY

**RESOLVED THAT COMMITTEE OF THE WHOLE ADOPTS THE JUNE 9TH, 2014,
AGENDA AS PRESENTED.**

CARRIED.

REGISTERED PETITIONS AND DELEGATIONS

Grand Forks Community Trails Society

Stewardship Agreement with the City of Grand Forks

Mr. Moslin thanked Council supporting the Trails Society. He provided an update regarding the Commuter Challenge and the first Trails Society work day. He further advised that the Stewardship Agreement identifies the right of the Trails Society to provide maintenance to the trails and acknowledges the work of the Society.

Councillor Kendel advised that Peter Perepolkin donated \$10,000 to the Trails Society for the maintenance of the trails to be disbursed over the next 10 years.

The Chief Administrative Officer advised that expenditures for the trail system would come before Council for approval before moving forward.

Mr. Moslin advised that the Stewardship Agreement is a legal agreement that identifies what is City work and what work volunteers are able to undertake, the formalization gives the society guidance and recognition.

MOTION: O'DOHERTY

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL RECEIVE THE REQUEST FROM THE GRAND FORKS TRAILS SOCIETY TO ENTER INTO A STEWARDSHIP AGREEMENT WITH THE GRAND FORKS TRAILS SOCIETY FOR A PERIOD OF FIVE YEARS AND REFERS THE REQUEST TO THE JULY 21ST , 2014, REGULAR MEETING FOR DECISION.

CARRIED.

Grand Forks Mural Committee - James Wilson and Sandy Elzinga

Ms. Elzinga spoke with regard to the mural Committees request to Council to support the mural project. She advised:

- They would like to use the lift station for the first Mural
- There are many community benefits
- Creates a legacy
- There are suggested themes
- That the committee would like for Council to suggest a theme

The COTW discussed:

- The use of anti graffiti material
- Preference for the mural committee to present conceptual drawings for Council to choose from
- Budget parameters for the project
- Preference from the artists for Council to provide the theme

The Mayor advised that at the June 23rd Regular Meeting a committee and theme could be identified, and further that a budget amount would be determined Councillor Smith and Councillor Wirischagin volunteered to sit on the committee.

MOTION: SMITH

THAT THE COMMITTEE OF THE WHOLE RECEIVES THE REQUEST FROM THE GRAND FORKS MURAL COMMITTEE TO CREATE A MURAL ON THE EXTERIOR WALLS OF THE LIFT STATIONS TWO BUILDINGS (WASHROOM AND PLANT) IN CITY PARK AND

TO RECOMMEND A THEME FOR THE MURALS TO THE COMMITTEE, TO ASSIST LOCAL ARTISTS TO DEVELOP CONCEPTUAL SKETCHES FOR COUNCIL'S APPROVAL, AND REFERS THE REQUEST TO THE JUNE 23RD, 2014, REGULAR MEETING OF COUNCIL FOR DISCUSSION AND DECISION PURPOSES

CARRIED.

PRESENTATIONS FROM STAFF

Monthly Highlight Reports from Dept. Managers

MOTION: O'DOHERTY

THAT THE COMMITTEE OF THE WHOLE RECOMMENDS TO COUNCIL TO RECEIVE THE MONTHLY ACTIVITY REPORTS.

CARRIED.

Manager of Development and Engineering

Medical Marijuana Operations within the City of Grand Forks

The Manager of Development and Engineering advised that:

- As of March 31st, 2014 all personal and designated grow licenses expired
- The current zoning doesn't identify medical marijuana operations
- The current R and I zoning could allow for it
- BC Assessment has announced that the Agricultural Land Reserve currently permits medical marijuana operations
- There are factors such as proximity to schools and residential areas that should be considered in determining the zoning
- Other communities have dealt with this in very different ways; case by case, not at all, or in specific zones.

The Chief Administrative Officer advised that Council will make a decision regarding they grow operations within the City and recommends that Council determine to look at each request on a case by case basis.

The COTW discussed medical marijuana operations with regard to:

- Safety and security issues that would arise
- Council determining not to allow grow operations within the City
- Development of a bylaw specifically regarding grow operations
- Farm status taxation

The Chief Administrative Officer advised that any change to a zoning bylaw requires a public hearing. Council may pass the first reading to amend a zoning bylaw in order to trigger a public hearing.

MOTION: SMITH

THAT COMMITTEE OF THE WHOLE RECEIVES THE MEMORANDUM REGARDING MEDICAL MARIJUANA OPERATIONS IN THE CITY OF GRAND FORKS AND DIRECTS STAFF TO PREPARE A REPORT TO COUNCIL ADVISING OF THE PROCESS FOR CASE BY CASE REQUESTS.

CARRIED.

Mayor Taylor recessed the meeting at 10:02am

Mayor Taylor reconvened the meeting at 10:16am

Manager of Development and Engineering

Request for Site Specific Setback Exemption

The Manager of Development and Engineering advised that a development permit is not required in this case and that the Ministry of Environment has no objections to this request; And further that there is an existing patio in place at this time.

MOTION: O'DOHERTY

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL APPROVE THE APPLICATION FOR A SITE SPECIFIC EXEMPTION FOR PROPERTY OWNED BY JUDY HELBIG OF #19, 7151 HIGHWAY 3 TO REDUCE THE 100 FOOT SETBACK FROM THE KETTLE RIVER TO 0 SETBACK IN ORDER TO REDO THE BACK ENTRANCE/EXIT AND CONSTRUCT AN OPEN DECK LOCATED FROM THE TRAILER TO THE REAR PROPERTY LINE AT THE JUNE 23RD, 2014, REGULAR MEETING OF COUNCIL.

CARRIED.

Councillor Smith advised that he would like to provide a report regarding the deer committee at the COTW meeting and the Mayor advised that it could be added as a late item.

REPORTS AND DISCUSSION

PROPOSED BYLAWS FOR DISCUSSION

Manager of Development and Engineering

Municipal Ticket Information Bylaw No. 1957, 2013

MOTION: WIRISCHAGIN

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL RECEIVE THE BYLAW NO. 1957-A2 AS AN AMENDMENT TO MUNICIPAL TICKET INFORMATION BYLAW NO. 1957, 2013, AND REFER THE AMENDMENT BYLAW TO THE REGULAR MEETING OF COUNCIL SCHEDULED FOR JULY 21ST, 2014, FOR FIRST, SECOND AND THIRD READING.

CARRIED.

Manager of Development and Engineering

Water Regulations and rates Repeal Bylaw No. 1501-R, 2014

MOTION: O'DOHERTY

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL RECEIVE THE WATER REGULATIONS AND RATES REPEAL BYLAW NO. 1501-R, 2014, AND REFER TO THE REGULAR MEETING OF COUNCIL SCHEDULED FOR JULY 21ST, 2014, FOR FIRST, SECOND AND THIRD READINGS.

CARRIED.

Manager of Development and Engineering & Manager of Operations

Water Regulations Bylaw No. 1973, 2014

MOTION: O'DOHERTY

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL RECEIVE THE INTRODUCTION OF THE NEW WATER REGULATIONS BYLAW NO. 1973, 2014, AND REFER THE BYLAW TO THE REGULAR MEETING SCHEDULED FOR JULY 21ST, 2014, FOR FIRST, SECOND AND THIRD READINGS.

CARRIED.

INFORMATION ITEMS

CORRESPONDENCE ITEMS

LATE ITEMS

Councillor Smith - Deer Committee

He provided a verbal report regarding the deer committee
He advised that the Deer Committee is asking that Council consider the following two recommendations:

1. The committee would like to gauge the level of community support with regard to a deer cull and would like this presented as a referendum question that would be done outside of the election.

Council spoke with regard to:

- The cost of holding a referendum outside of the election
- Whether the deer issue is regional in scope
- The nature of the referendum question
- Alternatives to a deer cul

The Chief Administrative Officer advised that a cost breakdown with regard to the referendum question could be provided by staff.

2. To purchase deer tracking and monitoring equipment

Councillor Smith advised that:

- This would assist with the collection of data for deer
- The cost is \$1,100 per deer/per collar
- The Ministry of Environment would monitor the deer and would pay half the cost of each collar
- 10 collars are recommended

MOTION: WIRISHCAGN

RESOLVED THAT THE COTW REFER THE REQUEST FROM THE DEER COMMITTEE TO HOLD A REFERENDUM QUESTION WITH REGARD TO CULING DEER TO THE JUNE 23RD, REGULAR MEETING FOR DISCUSSION AND DECISION.

CARRIED.

RESOLVED THAT THE COTW REFER THE REQUEST FROM THE DEER COMMITTEE TO PURCHASE WILDLIFE TRACKING HARDWARE TO THE JUNE 23RD, 2014, REGULAR MEETING FOR DISCUSSION AND DECISION.

CARRIED.

REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF THE COUNCIL (VERBAL)

QUESTION PERIOD FROM THE PUBLIC

Ms Donna Semenoff

She spoke with regard to

- The water regulations bylaw and levels of restriction
- The water meter installation RFP

The Mayor asked for volunteers to sit on a committee that would set water rates and look at water anomalies.

The Chief Administrative Officer advised that the RFP will be available to the public however the proposal from the proponent will not, and further that the City will consult with their lawyers with regard to implications of making the contract public.

Mr. Gene Koch

He spoke with regard to:

- Signing of the water meter installation contract
- Water meters
- Educating the public regarding water consumption

Mr. Jim Rankin

He spoke with regard to:

- Water meters

The CAO advised that the City does ongoing leak detection and that the numbers are consistent throughout the year.

Ms. Gloria Koch

She spoke with regard to:

- Water meters

Mr. Nigel James

He spoke with regard to:

- User Pay systems

Ms. Donna Semenoff

She spoke with regard to:

- Electronic Voting Technology

ADJOURNMENT

MOTION: SMITH

**RESOLVED THAT THE JUNE 23RD, 2014 REGULAR MEETING ADJOURN AT 11:29AM.
CARRIED.**

CERTIFIED CORRECT:

MAYOR BRIAN TAYLOR

DEPUTY CORPORATE OFFICER -
SARAH WINTON

NOT ADOPTED, SUBJECT TO CHANGE

THE CORPORATION OF THE CITY OF GRAND FORKS

SPECIAL MEETING TO GO IN-CAMERA

MONDAY, JUNE 23rd, 2014

PRESENT:

MAYOR BRIAN TAYLOR
COUNCILLOR BOB KENDEL
COUNCILLOR PATRICK O'DOHERTY
COUNCILLOR GARY SMITH
COUNCILLOR MICHAEL WIRISCHAGIN

CHIEF ADMINISTRATIVE OFFICER
CORPORATE OFFICER
DEPUTY CORPORATE OFFICER

D. Allin
D. Heinrich
S. Winton

GALLERY

CALL TO ORDER

- a) The Mayor called the meeting to order at 1:30PM

IN-CAMERA RESOLUTION

Resolution required to go into an In-Camera meeting

- a) Adopt resolution as per section 90 as follows:

MOTION: O'DOHERTY / SMITH

**RESOLVED THAT COUNCIL CONVENE AN IN-CAMERA MEETING AS OUTLINED UNDER SECTION 90 OF THE COMMUNITY CHARTER TO DISCUSS MATTERS IN A CLOSED MEETING WHICH ARE SUBJECT TO SECTION 90 (1) (A), PERSONAL INFORMATION ABOUT AN IDENTIFIABLE INDIVIDUAL WHO HOLDS OR IS BEING CONSIDERED FOR A POSITION AS AN OFFICER , EMPLOYEE, OR AGENT OF THE MUNICIPALITY OR ANOTHER POSITION APPOINTED BY THE MUNICIPALITY; AND SECTION 90(1)(E), ACQUISITION, DISPOSITION OF EXPROPRIATION OF LAND OR IMPROVEMENTS THAT COULD REASONABLY BE EXPECTED TO HARM THE INTERESTS OF THE MUNICIPALITY;
BE IT FURTHER RESOLVED THAT PERSONS, OTHER THAN MEMBERS, OFFICERS, OR OTHER PERSONS TO WHO COUNCIL MAY DEEM NECESSARY TO CONDUCT CITY BUSINESS, WILL BE EXCLUDED FROM THE IN-CAMERA MEETING.**

CARRIED.

LATE ITEMS

JUNE 23, 2014

SPECIAL MEETING TO GO IN-CAMERA
MEETING

ADJOURNMENT

MOTION: SMITH / O'DHERTY

**RESOLVED THAT THE JUNE 23RD, 2014, SPECIAL MEETING TO GO IN-CAMERA BE
ADJOURNED AT 1:31PM.**

CARRIED.

CERTIFIED CORRECT:

MAYOR BRIAN TAYLOR

DEPUTY CORPORATE OFFICER-
SARAH WINTON

THE CORPORATION OF THE CITY OF GRAND FORKS

REGULAR MEETING OF COUNCIL
MONDAY, JUNE 10TH, 2013

PRESENT:

MAYOR BRIAN TAYLOR
COUNCILLOR BOB KENDEL
COUNCILLOR PATRICK O'DOHERTY
COUNCILLOR GARY SMITH
COUNCILLOR MICHAEL WIRISCHAGIN

CHIEF ADMINISTRATIVE OFFICER
CORPORATE OFFICER
CHIEF FINANCIAL OFFICER
DEPUTY CORPORATE OFFICER

D. Allin
D. Heinrich
R. Shepherd
S. Winton

GALLERY

CALL TO ORDER

- a) The Mayor called the meeting to order at 7:00 pm.
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ANNUAL REPORT

- a) Corporate Officer's Report - Annual Report

2013 Annual Report, consideration of report and submissions and questions from the public

The Chief Financial Officer advised that a variable shows on the Council remuneration and this is due to Council benefits.

MOTION: O'DOHERTY / SMITH

RESOLVED THAT COUNCIL RECEIVES THE 2013 ANNUAL REPORT, AND CONSIDERS QUESTIONS AND SUBMISSIONS FROM THE PUBLIC.

CARRIED.

ADOPTION OF AGENDA

- a) June 23rd Regular Meeting Agenda

The Mayor added three late items to the agenda to be included under Late Items:

1. The Statement of Financial Information
2. Request from the Deer Committee to hold a referendum regarding deer management
3. Request from the Deer Committee to purchase deer tracking and monitoring equipment

MOTION: KENDEL / SMITH

RESOLVED THAT COUNCIL ADOPT THE JUNE 23RD, 2014, REGULAR MEETING AGENDA AS AMENDED.

CARRIED.

MINUTES

a) June 9th, 2014

Regular Meeting Minutes

MOTION: O'DOHERTY / SMITH

RESOLVED THAT COUNCIL ADOPT THE JUNE 9TH, 2014, REGULAR MEETING MINUTES AS PRESENTED.

CARRIED.

REGISTERED PETITIONS AND DELEGATIONS

a) Sunshine Valley Women's Institute

The building of a sidewalk in front of Silver Kettle Village to Extra Foods

Ms. Linda Dixon of Sunshine Valley Women's Institute spoke with regard to the need for a sidewalk between Extra Foods and Silver Kettle Village. She advised that this is a safety issue.

MOTION: O'DOHERTY / SMITH

RESOLVED THAT COUNCIL RECEIVE THE PRESENTATION FROM THE SUNSHINE VALLEY WOMEN'S INSTITUTE REGARDING THE BUILDING OF A SIDEWALK IN FRONT OF SILVER KETTLE VILLAGE TO EXTRA FOODS, AND REFERS TO STAFF TO PROVIDE A REPORT TO COUNCIL FOR DECISION.

CARRIED.

UNFINISHED BUSINESS

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

a) Corporate Officer's Report

Verbal Reports of Council

Councillor O'Doherty

He reported that:

- He attended the FCM conference in Niagara Falls
- He has been busy with the GFI which is beginning on Wednesday night until Sunday. He is looking forward to a big crowd attending.

Councillor Wirischagin

He had no report

Councillor Kendel's report is attached

Councillor Smith

He reported that:

- He and Councillor Kendel attended the EDABC conference in Richmond and spoke with regard to sight selectors, and other interesting items with regard to Economic Development that he and Councillor Kendel encountered at the conference. Overall He felt that it was a worthwhile conference to attend.
- The Phoenix Foundation Vital Signs project is underway and the research is being undertaken to gather information for the report card of the Boundary.
- On June 13th he attended the ribbon cutting ceremony for the Kiosks, Bat Houses and Riparian Area sign at Observation Mountain and City Park.
- On June 13th he presented scholarships on behalf of the City and the Phoenix Foundation to the Grand Forks Secondary Schools Graduating class.
- On June 18th he attended the Community Showcase and Provincial Nominee Program open house that the City hosted.
- On June 20th he attended a Phoenix Foundation Board meeting.
- On June 20th he attended the open house for City Hall before reconstruction begins.

Mayor Taylor

He reported that:

- The Community Showcase went very well.
- The City is ensuring that there are no delays for developers who are interested in investing in our community.

MOTION: O'DOHERTY / SMITH

RESOLVED THAT ALL REPORTS OF MEMBERS OF COUNCIL GIVEN VERBALLY AT THIS MEETING BE RECEIVED.

CARRIED.

REPORT FROM COUNCIL'S REPRESENTATIVE TO THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY

a) Corporate Officer's Report

RDKB Representatives Report

Mayor Taylor advised that:

- There are changes in Regional District personnel.
- The RDKB is working on the Statement of Financial Information for the organization.
- The decking will be replaced at the pool and will be costly but is necessary.
- Personnel and Policy committee looking at several items such as work place bullying.
- The outdoor exercise equipment is almost installed.

MOTION: O'DOHERTY / SMITH

RESOLVED THAT THE MAYOR'S REPORT ON THE ACTIVITIES OF THE KOOTENAY BOUNDARY BE RECEIVED.

CARRIED.

RECOMMENDATIONS FROM STAFF FOR DECISIONS

a) Corporate Officer

Appointment of Chief Election Officer and Deputy Chief Election Officer

MOTION: O'DOHERTY / KENDEL

RESOLVED THAT COUNCIL APPOINTS CORPORATE OFFICER, DIANE HEINRICH AS CHIEF ELECTION OFFICER AT A RATE OF \$1000.00 AND SARAH WINTON AS DEPUTY CHIEF ELECTION OFFICER AT A RATE OF \$750.00 FOR THE CITY OF GRAND FORKS, AND FURTHER AUTHORIZES THE CHIEF ELECTION OFFICER AND THE DEPUTY

CHIEF ELECTION OFFICER TO HIRE ELECTION OFFICIALS FOR THE PURPOSE OF CONDUCTING THE 2014 LOCAL GOVERNMENT ELECTION.

CARRIED.

b) Manager of Development and Engineering

Grand Forks ATV Club - Request for Licence of Occupation and consideration of in-kind contribution.

The Chief Administrative Officer advised that the City's in kind contribution included the use of City equipment, material and signage.

MOTION: O'DOHERTY / KENDEL

RESOLVED THAT COUNCIL APPROVE THE LICENCE OF OCCUPATION FOR THE "MOTOCROSS" STAGING AREA AND GIVE CONSIDERATION TO PROVIDING AN IN-KIND CONTRIBUTION FOR THE "MOTOCROSS" STAGING AREA.

CARRIED.

c) Manager of Development and Engineering Services

Request for Site Specific Setback Exemption

The approval of this request will be noted on Title to recognize that this is not common.

MOTION: WIRISCHAGIN / O'DOHERTY

RESOLVED THAT COUNCIL APPROVE THE APPLICATION FOR A SITE SPECIFIC SETBACK EXEMPTION FOR PROPERTY OWNED BY JUDY HELBIG LOCATED AT #19, 7151 HIGHWAY 3 TO REDUCE THE 100 FOOT SETBACK FROM THE KETTLE RIVER TO 0 FEET IN ORDER TO RENOVATE THE BACK ENTRANCE/EXIT AND CONSTRUCT AN OPEN DECK LOCATED FROM THE TRAILER TO THE REAR PROPERTY LINE.

CARRIED.

REQUESTS ARISING FROM CORRESPONDENCE

INFORMATION ITEMS

a) Grand Forks Mural Committee

Request for Council's support for a proposed Mural Project in Grand Forks

The Chief Administrative Officer advised that Councillor Smith and Councillor Wirischagin agreed to work with the mural committee on the project. He further advised that the budget amount will need to be determined.

MOTION: WIRISCHAGIN / SMITH

RESOLVED THAT COUNCIL RECEIVE THE REQUEST FROM THE GRAND FORKS MURAL COMMITTEE TO CREATE A MURAL ON THE EXTERIOR WALLS OF THE LIFT STATIONS TWO BUILDINGS (WASHROOM AND PLANT) IN CITY PARK AND TO RECOMMEND A THEME FOR THE MURALS TO THE COMMITTEE, IN ORDER TO ASSIST LOCAL ARTISTS IN THE DEVELOPMENT OF CONCEPTUAL SKETCHES, FOR COUNCIL'S APPROVAL, FOR DISCUSSION AND DECISION; AND FURTHER THAT COUNCILLOR WIRISCHAGIN AND COUNCILLOR SMITH BE APPOINTED TO THE MURAL COMMITTEE.

CARRIED.

b) Canada Day Parade Committee

Invitation to participate in the Canada Day Parade.

Council would like to participate in the Canada Day Parade.

MOTION: O'DOHERTY / SMITH

RECEIVE FOR DISCUSSION AND DECISION.

CARRIED.

c) Grand Forks and District Fall Fair

Request for sponsorship of Fall Fair

Council discussed sponsorship of the Fall Fair with regard to:

- The City receiving recognition if they so choose to sponsor the event
- The City provides in-kind support for the Fall Fair
- Having the City logo displayed

The Corporate Officer spoke with regard to the event policy and noted that if Council so chooses to sponsor this events it is a "good fit" as per the event policy.

MOTION: O'DOHERTY / WIRISCHAGIN

RESOLVED THAT COUNCIL APPROVE THE REQUEST FROM THE GRAND FORKS FALL FAIR SOCIETY TO SPONSOR THE FALL FAIR EVENT IN THE AMOUNT OF \$500.00.

CARRIED.

d) Larry Dannhauer

Request from local churches to be granted property tax exempt status on the whole of their lands.

MOTION: O'DOHERTY / SMITH

RESOLVED THAT COUNCIL RECEIVE FOR DISCUSSION AND REFER TO STAFF FOR RESEARCH AND TO REPORT BACK TO COUNCIL.

CARRIED.

BYLAWS

a) Corporate Officer

Final reading of the new Local Government Elections Procedures Bylaw and the repeal of the old Elections Bylaw and all amendments thereto.

MOTION: SMITH / O'DOHERTY

RESOLVED THAT COUNCIL GIVES FINAL READING TO THE REPEAL OF THE CURRENT BYLAW NO. 1391, "THE CITY OF GRAND FORKS LOCAL GOVERNMENT ELECTION PROCEDURE REPEAL BYLAW NO. 1391R-A, 2014.

CARRIED.

b) Corporate Officer

Final Reading of the old Elections Bylaw and all amendments thereto.

MOTION: SMITH / KENDEL

RESOLVED THAT COUNCIL GIVES FINAL READING TO THE "PROCEDURES FOR THE CONDUCT OF LOCAL GOVERNMENT ELECTIONS AND OTHER VOTING BYLAW NO. 1999, 2014

CARRIED.

c) Corporate Officer

Final reading of the proposed Automated Voting Machine Bylaw for Local Government Election Purposes

MOTION: O'DOHERTY / WIRISCHAGIN

RESOLVED THAT COUNCIL GIVES FINAL READING TO THE CITY OF GRAND FORKS, "AUTOMATED VOTING MACHINES AUTHORIZATION BYLAW NO. 2000".

CARRIED.

LATE ITEMS

a) Chief Financial Officer

Statement of Financial Information

MOTION: O'DOHERTY / KENDEL

RESOLVED THAT COUNCIL RECEIVES THE CHIEF FINANCIAL OFFICER'S REPORT; AND FURTHER APPROVES THE STATEMENT OF FINANCIAL INFORMATION FOR THE CITY OF GRAND FORKS AS AT DECEMBER 31ST, 2013.

CARRIED.

b) Councillor Smith

Request of Council to hold a referendum, separate from the municipal election, in order to gauge the community's level of support for a deer cull.

To request staff research the cost of holding a referendum outside of the election.

MOTION: SMITH / KENDEL

RESOLVED THAT COUNCIL DIRECT STAFF TO RESEARCH THE COST OF HOLDING A REFERENDUM OUTSIDE OF THE 2014 LOCAL GOVERNMENT ELECTION.

CARRIED.

c) Councillor Smith - Deer Committee

Request to purchase deer tracking and monitoring equipment

Councillor Smith advised that:

- The cost would be shared cost with the Ministry of Environment, who have agreed to a 50/50 cost share
- The Ministry of Environment would undertake the tracking of the deer and data compilation
- This is necessary in order to gather more inclusive and scientific data
- The Deer Committee is requesting ten collars.

Council further discussed the tracking of the deer and the relevance of the project.

MOTION: SMITH / O'DOHERTY

RESOLVED THAT COUNCIL APPROVE THE PURCHASE FOR DEER TRACKING AND MONITORING EQUIPMENT AS REQUESTED BY THE DEER COMMITTEE IN THE MAXIMUM AMOUNT OF \$10,000 , TO BE FUNDED FROM THE 2014 DEER COMMITTEE BUDGET AND TO BE CONTINGENT ON THE PROVINCE CONTRIBUTING HALF THE AMOUNT.

CARRIED.

Councillor Wirischagin opposed the motion

QUESTIONS FROM THE PUBLIC AND THE MEDIA

a) Ms. Donna Semenoff

She spoke with regard to:

- electronic voting

Mrs. Gloria Koch

She spoke with regard to:

- the deer issue
- planting program

Mr. Les Johnson

He spoke with regard to:

- the deer issue
- Fall Fair request for funding

ADJOURNMENT

a) The Mayor adjourned the meeting at 8:13pm

CERTIFIED CORRECT:

MAYOR BRIAN TAYLOR

DEPUTY CORPORATE OFFICER -
SARAH WINTON

NOT ADOPTED, SUBJECT TO CHANGE

2014 council report. June 23rd

Although I missed the monthly meeting of the Boundary museum and interpretive centre I would like to report on the following. The new display building is very near completion and a new forestry display will be set up soon. The solar electrical system has been installed and will be functional soon. A new museum manager has been hired and everyone is looking forward to a busy summer season Bread making, blacksmithing and other hands on activities are planned for the summer. The Doukhobor flour mill welcome centre opening has been delayed because of lack of volunteers but is expected to open this weekend a positive stopping point for tourists enjoying our valley this summer.

June 11th I attended the monthly meeting of the Boundary regional chamber of commerce Jim Nat horst for the Greenwood board of trade has joined the board and I believe he will be a positive influence on regional cooperation. The chamber has been extremely busy with numerous initiatives in Grand Forks and area and I would like to give praise to James Wilson the executive director for his tireless work to promote the chamber as a unifying entity for the boundary. Shannon Profile has taken the lead in promoting the ambassador program and has been certified to teach the world host program to new members. She has already trained the summer student staff in the world host program; this will be a positive benefit for their dealing with tourists and local people.

June 13th I attended the ribbon cutting ceremony at Observation Mountain, the new bat house installations and the riparian information sign at City Park.

June 18th I attended the investor open house at gallery 2. Presentations by the provincial nominee program, the foreign workers immigration program and the federal representatives explaining the possibilities of bringing I students for work programs and how this can be beneficial to employers was very interesting. The event was well attended by members of the community.

June 20th I attended the open house to afford the community to see the city hall in its nakedness and to get a look at the plans for the reconstruction

June 9th -11th Councillor Smith and I attended the BCEDAC conference in Richmond.

Some highlights of the conference were:

From Paige Webster from Webster Global Site Selectors Consulting we learned some of the major concerns company's take into account when recommending a community.

- 1) What existing sites are there and what size.
- 2) What infrastructure is in place?
- 3) What transportation is in place?
- 4) What is the crime rate?
- 5) Lease rates
- 6) Lifestyle
- 7) Quick response to permitting
- 8) Must have no more than three clicks on your website to access information.

The city staff has done a great job in addressing these important points as was apparent at the open house last week. We are in a much more attractive position in now than anytime to attract investment into our community than at any time in the past.

Rob Zirr did a presentation on community storytelling. That main points were, tell a great story about the community facts and statistics are not remembered well. Get noticed by telling edgy, true, heartfelt stories, make the audience care about your community and have these on your website.

Stan Phillips furthered these points in a presentation entitled where is your Purple Goldfish. In his view the two most important fundamentals in attracting investment are WARMTH and COMPETENCE.

Five things that effect growth are:

- 1) Size of market
- 2) Competition
- 3) Business environment
- 4) Start-up costs
- 5) Culture and talent

HOW ARE WE DIFFERENT IN A SEA OF SAMENESS

DO SOMETHING A LITTLE DIFFERENT

THESE HAVE BEEN THE GOAL OF THE ECONOMIC DEVELOPMENT COMMITTEE SINSE THE START THREE YEARS AGO AND I BELIEVE THEY ARE WORKING

Finally Ryan Walters expounded on what a worldwide survey of what the four universal leadership characteristics recognised be most people are.

- 1) Honesty
- 2) Forward looking
- 3) Inspiring
- 4) Competent

These are traits that all of us who are considering running again or putting your name forward for city council should be bear in mind and strive for.

In closing Robert Ironside made a statement I believe is on all of us need to remember, People only accept change when they are faced with necessity and only recognise necessity when a crisis is upon them.

Together we can achieve anything we believe we can.

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Procedure Bylaw / Chief Administrative Officer
Date: July 21st, 2014
Subject: Reports, Questions and Inquiries from the Members of Council
Recommendation: **RESOLVED THAT ALL REPORTS OF MEMBERS OF COUNCIL, GIVEN VERBALLY AT THIS MEETING, BE RECEIVED.**

BACKGROUND: Under the City's Procedures Bylaw No. 1946, 2013, the Order of Business permits the members of Council to report to the Community on issues, bring community issues for discussion and initiate action through motions of Council, ask questions on matters pertaining to the City Operations and inquire on any issues and reports.

Benefits or Impacts of the Recommendation:

General: The main advantage of using this approach is to bring the matter before Council on behalf of constituents. Immediate action might result in inordinate amount of resource inadvertently directed without specific approval in the financial plan.


Strategic Impact: Members of Council may ask questions, seek clarification and report on issues.

Policy/Legislation: The Procedure Bylaw is the governing document setting out the Order of Business at a Council meeting.

Recommendation: **RESOLVED THAT ALL REPORTS OF MEMBERS OF COUNCIL, GIVEN VERBALLY AT THIS MEETING, BE RECEIVED.**

OPTIONS:

- 1. RESOLVED THAT ALL REPORTS OF MEMEBERS OF COUNCIL, GIVEN VERBALLY AT THIS MEETING, BE RECEIVED**
- 2. RESOLVED THAT COUNCIL DOES NOT RECEIVE THE REPORTS FROM MEMEBERS OF COUNCIL.**
- 3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.**

 Department Head or CAO	 Chief Administrative Officer
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REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Procedure Bylaw / Council

Date: July 21st, 2014

Subject: Report – from the Council's Representative to the Regional District of Kootenay Boundary

Recommendation: **RESOLVED THAT THE MAYOR'S REPORT ON THE ACTIVITIES OF THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY, GIVEN VERBALLY AT THIS MEETING BE RECEIVED.**

BACKGROUND: Under the City's Procedures Bylaw No. 1946, 2013, the Order of Business permits the City's representative to the Regional District of Kootenay to report to Council and the Community on issues, and actions of the Regional District of Kootenay Boundary.

Benefits or Impacts of the Recommendation:

General: The main advantage is that all of Council and the Public is provided with information on the Regional District of Kootenay Boundary.

Policy/Legislation: The Procedure Bylaw is the governing document setting out the Order of Business at a Council meeting.

Recommendation: **RESOLVED THAT THE MAYOR'S REPORT ON THE ACTIVITIES OF THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY, GIVEN VERBALLY AT THIS MEETING BE RECEIVED.**

OPTIONS:

- 1. RESOLVED THAT THE MAYOR'S REPORT ON THE ACTIVITIES OF THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY, GIVEN VERBALLY AT THIS MEETING BE RECEIVED.**
- 2. RECEIVE THE REPORT AND REFER ANY ISSUES FOR FURTHER DISCUSSION OR A REPORT: UNDER THIS OPTION, COUNCIL PROVIDED WITH THE INFORMATION GIVEN VERBALLY BY THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY DIRECTOR REPRESENTING COUNCIL AND REQUESTS FURTHER RESEARCH OR CLARIFICATION OF INFORMATION FROM STAFF ON A REGIONAL DISTRICT ISSUE**

 Department Head or CAO	 Chief Administrative Officer
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REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Manager of Development and Engineering
Date: July 21, 2014
Subject: Proceed RFP for 68th Ave. Paving
Recommendation: **THAT the Council, by Resolution, proceed with the 68th Ave. Paving project and to further amend the 2014 Financial Plan in the amount of \$489,000.00 to be funded by Capital Reserves, Gas Tax Monies and Borrowing Bylaw 1923 at the July 21, 2014 Regular Meeting of Council.**

BACKGROUND: At May 26, 2014 Regular Meeting of Council, staff brought forward a Request for Decision for the 68th Ave. or 22nd St. paving projects. Council chose the mill and replace option for 68th Ave. Staff has since put a Request for Proposal for the paving out for bid. The cost of the paving has come in at \$343,429.01. Staff has identified areas on the sewer main that may require repair. Staff has added a \$145,570.99 contingency for other areas and infrastructure that requires rehabilitation and/or repair. A portion of the contingency will only be used as needed for borrowing based on the risk assessment due to failure of our assets.

Benefits or Impacts of the Recommendation:

General: This project has been identified as one of the multi-utility projects and it is the secondary route into the downtown core. Paving the section between 19th St. and 12th St. would greatly improve the surface of the road and any drainage issues that are currently occurring.

Strategic Impact: This project will encourage healthier, less costly and a more sustainable Community and secures long term well being. It will provide increased safety for motor vehicles and reduced liability for the City. It will also allow the City to delay replacement of the underground infrastructure.

Financial: This project would be funded from reserves which therefore will not affect taxation.

Policy/Legislation: The City has the authority to negotiate with their successful bidder the price and components of the project provided the scope of the project is not varied and remains within the bid call.

Attachments: None.

REQUEST FOR DECISION

— REGULAR MEETING —



Recommendation: THAT the Council, by Resolution, proceed with the 68th Ave. Paving project and to further amend the 2014 Financial Plan in the amount of \$489,000.00 to be funded by Capital Reserves, Gas Tax Monies and Borrowing Bylaw 1923 at the July 21, 2014 Regular Meeting of Council.

- OPTIONS:**
- 1. COTW COULD CHOOSE TO SUPPORT THE RECOMMENDATION**
 - 2. COTW COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION**
 - 3. COTW COULD CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION**

	
Department Head or CAO	Chief Administrative Officer

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Sasha Bird, Manager of Development & Engineering Services

Date: July 21, 2014

Subject: Grand Forks Community Trails Society request for a stewardship agreement

Recommendation: **RESOLVED THAT COUNCIL direct staff to proceed with the stewardship agreement.**

BACKGROUND: The Grand Forks Community Trails Society (GFCTS) approached the City in November of 2013 requesting a stewardship agreement for trails that cross City-owned land. A number of the trails have been in existence for many years and are very popular; used extensively by both local residents and tourists.

The goals of the GFCTS are as follows:

1. To develop and promote a system of trails throughout and around the City of Grand Forks.
2. To enhance the social and recreational opportunities, as well as "green" initiatives for citizens of Grand Forks and the surrounding communities.
3. To promote trails that are accessible to all citizens, including those who are physically challenged.

Staff researched existing stewardship/partnership agreements between other agencies and user groups and determined that this situation warranted a simple and brief agreement (see attached draft agreement).

Numerous user groups, including the GFCTS, have been working together to develop and promote local and regional trail systems for use by all members of society. City staff members see this as an opportunity to support this movement to raise the profile of the trail system and provide greater outdoor recreation and social opportunities for the City and region.

The GFCTS prepared a presentation for the Committee of the Whole meeting on June 23rd, 2014 where it was resolved that the Committee of the Whole recommends Council receive the request from the GFCTS to enter into a stewardship agreement with the GFCTS for a period of five years and refers the request to the July 21st, 2014 Regular Meeting for decision.

REQUEST FOR DECISION

— REGULAR MEETING —



Benefits or Impacts of the Recommendation:

General: Entering into a partnership agreement with the GFCTS allows this group to move forward with a plan that provides these benefits to the community: 1) increased involvement of the City with a user group whose activities promote positive lifestyle; 2) support of the development and promotion of a trail system that encourages non-motorized use potentially resulting in reduced carbon emissions; 3) increased opportunity for social engagement by members of the public, 4) an increase in recreational opportunities for residents and tourists, and 5) proper maintenance and preservation of the trails for present and future use.

Strategic Impact: N/A

Financial: N/A


Policy/Legislation: Through the Sustainable Community Plan (SCP) the City has established goals to address climate change and to encourage the development of a healthier, less costly and sustainable community. This includes, but is not limited to: 1) promoting an increase in physical and mental health through increased accessibility to clean air and exercise and 2) strengthening the social fabric of the area by creating a livable community that improves and fosters an environment of learning, tolerance and growth, creating a balance of harmony and responsibility. Proceeding with this proposal will act upon and move the City closer to these goals.

Attachments: 1) Draft Stewardship Agreement

Recommendation: **RESOLVED THAT COUNCIL direct staff to proceed with the stewardship agreement.**

Options:

1. **RESOLVED THAT COUNCIL support the recommendation.**
2. **RESOLVED THAT COUNCIL does not support the recommendation.**
3. **RESOLVED THAT COUNCIL refers the matter back to staff for further information.**

	
Department Head or CAO	Chief Administrative Officer



Administrative Use Only:

Agreement #	SA-2014-GFCTS
Expiration Date:	_____, 2019

THE CORPORATION OF THE CITY OF GRAND FORKS STEWARDSHIP AGREEMENT

THIS AGREEMENT, dated for reference this ____ day of _____, **2014**, is

BETWEEN:

**The Corporation of the City of Grand Forks,
7217 – 4th Street, PO Box 220 Grand Forks, B.C. V0H 1H0**

the “City”

AND:

The Grand Forks Community Trails Society

Box 2921, Grand Forks, BC V0H 1H0

the “Agreement Holder”

both of whom are sometimes referred to as “the Parties” and each of whom
is a “Party” to this Agreement.

Whereas the City owns the land subject to this Agreement and wishes to have the land managed and maintained for the purpose of recreational activities;

And Whereas the City wishes to encourage groups and individuals having an interest in undertaking the management and maintenance required to provide conditions which are conducive to enhancing public recreational activities in the Agreement Area;

Therefore, in consideration of the mutual exchange of benefits resulting from this Agreement, the City and the Agreement Holder agree as follows:

1 SERVICES AGREEMENT

- 1.1 The Agreement Area is the trails within the municipality of Grand Forks delineated on the attached map and/or described in Schedule A: Trails Map.
- 1.2 The City engages the Agreement Holder to provide the services as set out in Schedule B to this Agreement.
- 1.3 The City authorizes the Agreement Holder to enter the Agreement Area for the purposes of this Agreement but nothing in this Agreement grants to the Agreement Holder the exclusive use and occupancy of the Agreement Area. Existing conditions and land uses of City lands within or in the vicinity of the Agreement Area are subject to change including the status of roads, visual landscape conditions and the location and status of existing and new resource tenures.
- 1.4 The City acknowledges that the Agreement Holder is a non-profit society run by volunteers and that the scope of the work expected could be limited by monetary and volunteer resources.
- 1.5 The City will consider trails improvements as part of its annual Financial Plan and Budget processes and decide on the appropriate level of work each year.
- 1.6 Nothing in the Agreement constitutes the Agreement Holder as the agent, joint venturer, or partner of the City or conveys any authority or power for the Agreement Holder to bind the City in any way.
- 1.7 The obligations of the Agreement Holder under this Agreement are subject to other rights of use and occupation granted by the City, and the Agreement Holder must not interfere with the exercise of those rights by any other person.

2 DURATION AND MODIFICATION

- 2.1 The duration of this Agreement is for a term of 5 years commencing on _____, **2014** and ending on _____, **2019** inclusive.
- 2.2 The Agreement may not be modified except by a subsequent agreement in writing between the Parties.
- 2.3 Nothing in this Agreement will be considered to have been waived by the City unless such a waiver is in writing.
- 2.4 Either Party may cancel this Agreement by giving 60 days prior written notice to the other Party. Upon receiving cancellation notice, the party receiving the cancellation notice will have the opportunity to be heard by the party serving the cancellation notice and the Parties will use their best efforts to conclude the opportunity to be heard within the 60 day period.
- 2.5 Not later than **6 months** prior to the expiry date of the Agreement, the City will make a written offer to the Agreement Holder setting out the conditions upon which the City may renew this Agreement.
- 2.6 The Agreement Holder shall have a period of **3 months** from receipt of the renewal offer to accept in writing, the renewal offer on the terms and conditions contained in such offer,

provided the Agreement Holder is in compliance with the terms and conditions of this agreement at that time.

- 2.7 Notwithstanding anything to the contrary in this Agreement, the City, in its sole discretion, may elect to not make a renewal offer to the Agreement Holder.

3 REPRESENTATION OF THE AGREEMENT HOLDER

3.1 The Agreement Holder acknowledges and agrees that:

- (a) it has inspected the Agreement Area, including City improvements;
- (b) access to the Agreement Area is not guaranteed by the City; and
- (c) it will comply with all applicable municipal, provincial and federal legislation and regulations. Nothing in this Agreement, and no inspection performed by the City in relation to this Agreement, constitutes an inspection for the purposes of any such enactment.

4 INDEMNITY AND WAIVER

4.1 The Agreement Holder will indemnify and save harmless the City, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the City, its servants, employees and agents may sustain, incur, suffer or be put to arising:

- (a) directly from the performance of the Services during the Term of this Agreement by the Agreement Holder, its employees, members, volunteers, and subcontractors, from breach of the obligations of this Agreement by the Agreement Holder, or
- (b) the willful misconduct, gross negligence or the bad faith actions of the Agreement Holder, its employees, members, volunteers and subcontractors,

except to the extent that any such loss or claim is caused or contributed to by the negligence of the City.

5 DESIGNATED CONTACTS

The following representatives will be responsible for liaising between the Parties:

The Grand Forks Community Trails Society:

Name: Chris Moslin
Address: Box 2921
Grand Forks, B.C. V0H 1H0
Telephone: 250-442-2620
Email: gftrails@shaw.ca

The City of Grand Forks:

Name: Dolores Sheets
Address: 7217 – 4th Street
Grand Forks, B.C. V0H 1H0
Telephone: 250-442-8266
Email: info@grandforks.ca
Fax: 250-442-8000

6 SCHEDULES

- 6.1 The Schedules to this Agreement form part of this Agreement. In the event of a conflict between the main body of this Agreement and a Schedule, the main body of this Agreement shall prevail. This Agreement includes the following Schedules:

Schedule	Title
A	Trails Map
B	Services

If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and the remaining parts will be enforceable to the fullest extent permitted by law.

This Agreement may be executed by the Parties on separate copies of the Agreement which becomes complete and binding upon the latter of the two executions.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the day and year last written below.

Signed and Delivered on behalf of the **City** by a duly authorized representative of the City.

Duly authorized representative name

Title

Signature

Date

Signed and Delivered on behalf of the **Agreement Holder** by a duly authorized representative of the Agreement Holder.

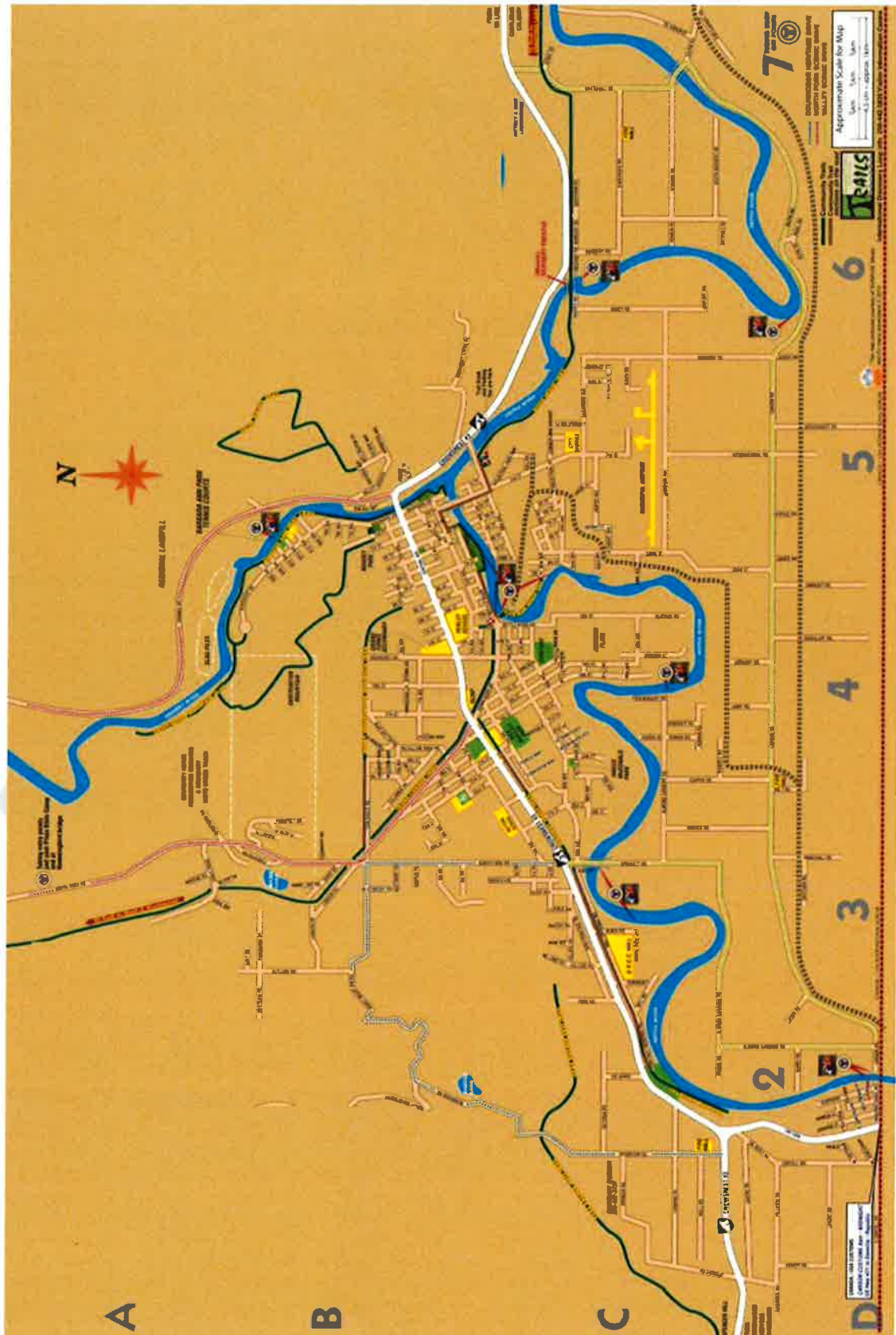
Duly authorized representative name

Title

Signature

Date

SCHEDULE A: TRAILS MAP



SCHEDULE B SERVICES

The Agreement Holder as a volunteer society will undertake to provide the following services to the City:

- Provide the city with a yearly operational plan and wish list of improvements;
- Care and updating of kiosks;
- Recommend and install signage on the trails;
- Organize and sponsor trail stewards for the maintenance and monitoring of trails;
- Publish trail promotional materials such as trails booklets, buttons, and posters;
- Promote and sponsor trails events such as the commuter challenge and bike to work week

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Chief Financial Officer

Date: June 19, 2014

Subject: Community Works Fund Agreement 2014-2024

Recommendation: **RESOLVED THAT COUNCIL authorize the City of Grand Forks to enter into the Community Works Fund Agreement 2014-2024 with the Union of British Columbia Municipalities**

BACKGROUND:

In late 2005, the Union of British Columbia Municipalities entered into a ten year agreement with Canada and British Columbia to transfer a portion of federal gas tax funds to local governments by establishing a Community Works Fund. This fund is one of three programs used to distribute federal gas tax. The amount the City receives is based on a per capita formula and is paid out twice per year. In 2013 the City received \$212,622 from the Community Works Fund. In 2014 the City is expected to receive \$210,100. This year, the City must sign a renewal agreement with UBCM to receive funding from 2014 to 2024.

Initially, these funds could be used for capital projects including public transit, local roads and bridges, active transportation, community energy, water, wastewater or solid waste infrastructure that reduced greenhouse gas emissions or provided cleaner air or water. As of April 1, 2014 the eligible categories were expanded to include capital projects such as Brownfield redevelopment, Sports, Recreation, Cultural, and Tourism infrastructure, and disaster mitigation.

Benefits or Impacts of the Recommendation:

General: Entering into the agreement allows the City to take advantage of the Community Works funding.

Strategic Impact: These funds can be used to strengthen the City's asset management program

Financial: The City will receive approximately \$200,000 per year in Community Works Funds

Attachments: 2014-2024 Community Works Fund Agreement

Recommendation: **RESOLVED THAT COUNCIL authorize the City of Grand Forks to enter into the Community Works Fund Agreement 2014-2024 with the Union of British Columbia Municipalities**

REQUEST FOR DECISION

— REGULAR MEETING —



- OPTIONS:**
- 1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT**
 - 2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT**
 - 3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.**

	
Department Head or CAO	Chief Administrative Officer

2014-2024 COMMUNITY WORKS FUND AGREEMENT
under the
ADMINISTRATIVE AGREEMENT
ON THE FEDERAL GAS TAX FUND IN BRITISH COLUMBIA

This Agreement made as of _____, 201__.

BETWEEN:

City of Grand Forks (the Local Government)

AND

The **UNION OF BRITISH COLUMBIA MUNICIPALITIES** (UBCM) as continued by section 2 of the *Union of British Columbia Municipalities Act* RSBC 2006, c.1, as represented by the President

WHEREAS:

- A. Canada, British Columbia and UBCM wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities;
- B. Canada, British Columbia and UBCM have entered into the Agreement setting out the roles and responsibilities of the Parties for the administration of the Federal Gas Tax Fund (GTF) in British Columbia;
- C. The Agreement provides for delivery of funding that may be received by UBCM from Canada, including interest thereon, through three programs, one of which is Community Works Fund;
- D. The Agreement sets out the purpose, terms and conditions of the Community Works Fund, and requires that in order to receive Community Works Fund funding, a Local Government must sign a Funding Agreement with UBCM;

NOW THEREFORE, in consideration of the mutual promises herein, UBCM and the Local Government agree as follows:

1. PURPOSE

The purpose of this Community Works Fund Agreement is to set out the roles and responsibilities of the Local Government and UBCM related to any Community Works Fund funds that may be delivered to the Local Government by UBCM:

2. SCHEDULES

The following Schedules, originating in whole or part from the Agreement, are attached to and form part of this Community Works Fund Agreement:

- Schedule A - Definitions
- Schedule B - Eligible Project Categories
- Schedule C - Eligible and Ineligible Expenditures

Schedule D - Reporting and Audits
Schedule E - Communications Protocol

3. ROLE OF UBCM

3.1 UBCM has, pursuant to the Agreement, agreed with Canada and British Columbia to:

- A. receive GTF funding from Canada and allocate funds so received from Canada pursuant to the Agreement, including allocating Community Works Funds to the Local Government to be spent on Eligible Projects and Eligible Expenditures in accordance with the terms and conditions of this Community Works Fund Agreement;
- B. report to Canada and British Columbia, including Annual Reports and Outcome Reports, as required by the Agreement; and
- C. fulfill other roles and responsibilities as set out in the Agreement.

4. CONTRIBUTION PROVISIONS

- 4.1** Over the term of this Community Works Fund Agreement, UBCM will pay the Local Government its annual allocation within 30 days of receipt of such funds from Canada.
- 4.2** Payments under section 4.1 are subject to UBCM receiving sufficient GTF funds from Canada, and Local Government compliance with this Community Works Fund Agreement and any other Funding Agreement under the First Agreement.
- 4.3** Annual allocation is based on a formula set out in section 3.4 of Annex B of the Agreement. In the first year of this Community Works Fund Agreement, the Local Government will receive \$210,100.63, in two equal instalments which, subject to section 4.2, are expected to be delivered in the month following July 15 and November 15, 2014.
- 4.4** Annual allocation to the Local Government for all subsequent years under this Community Works Fund Agreement continue to be based on the funding formula set out in the Agreement, but are subject to change by UBCM from the amount set out in section 4.3 due to such circumstances as local government boundary changes and new Local Government incorporations, changes in Census populations and changes in amounts that may be received by UBCM from Canada.
- 4.5** Timing of payments in subsequent years under this Community Works Fund Agreement to the Local Government by UBCM are subject to change due to any changes in timing of payments to UBCM by Canada.

5. USE OF FUNDS BY LOCAL GOVERNMENT

- 5.1 Any GTF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government must be used by the Local Government in accordance with this Community Works Fund Agreement, including specifically Section 6. (Commitments of the Local Government).
- 5.2 Any GTF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government will be treated as federal funds with respect to other federal infrastructure programs.

6. COMMITMENTS OF THE LOCAL GOVERNMENT

6.1 The Local Government shall:

- A. Ensure that any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon are expended and used in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
- B. Treat any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon as federal funds with respect to other federal infrastructure programs.
- C. Over the term of this Community Works Fund Agreement, ensure that any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon result in incremental spending as measured by the methodology, which will include a Base Amount, approved by the Partnership Committee.
- D. Comply with all Ultimate Recipient requirements outlined in Schedule E (Communications Protocol).
- E. During the term of this Community Works Fund Agreement work to strengthen Asset Management, in accordance with the Asset Management framework developed by the Partnership Committee.
- F. Invest, in a distinct account, GTF funding received from UBCM in advance of paying Eligible Expenditures.
- G. With respect to Contracts, award and manage all Contracts in accordance with the Local Government's relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
- H. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- I. Submit a report to UBCM, in a format acceptable to UBCM, by June 1 in each year, which includes:
 - GTF transactions of the Local Government for the previous calendar year, in sufficient detail to allow UBCM to produce the Annual Report required by Schedule D (Reporting and Audits);
 - a declaration from the Chief Financial Officer that the Local Government has complied with all Funding Agreements between it and UBCM; and

- any other information required by UBCM to fulfill its responsibilities under the Agreement, including, but not limited to project outcomes in relation to anticipated program benefits, expenditures made for tangible capital assets, and progress made towards Asset Management improvements.

J. Allow Canada and UBCM reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of any Unspent Funds and any GTF funding, as well as any interest earned thereon, and all other relevant information and documentation requested by Canada or UBCM or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Community Works Fund Agreement.

K. Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from GTF funding, Unspent Funds and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

L. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada or UBCM.

M. Ensure actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada, British Columbia, or UBCM and the Local Government, or between Canada, British Columbia, or UBCM and a Third Party.

N. Ensure the Local Government does not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada, British Columbia or UBCM.

O. Ensure that the Local Government will not, at any time, hold the Government of Canada or British Columbia or any of their respective officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada or British Columbia and their respective officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the negligence of an officer, employee, or agent of Canada in the performance of his or her duties.

P. Ensure that the Local Government will not, at any time, hold UBCM or any of its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate UBCM and its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the act of negligence of an officer, employee, or agent of UBCM in the performance of his or her duties.

Q. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Agreement will extend beyond such expiration or termination.

7. TRANSITION

- 7.1 As of the effective date of this Community Works Fund Agreement, the First Community Works Fund Agreement is terminated.
- 7.2 Notwithstanding section 7.1, the Parties agree that prior to its termination, the First Community Works Fund Agreement is amended to add to section 6.2 of that agreement: Schedule A (Eligible Project Categories and Project Examples); Schedule B (Eligible Costs for Eligible Recipients) and Schedule E (Reporting and Audit).
- 7.3 Notwithstanding section 7.1, the Parties agree that the survival rights and obligations in Section 6.2 of the First Community Works Fund Agreement (including those added to that section by virtue of Section 7.2), and any other section of the First Community Works Fund Agreement that is required to give effect to that survival section, will continue to apply beyond the termination of the First Community Works Fund Agreement subject to the following:
- A. Regardless of any wording in the First Community Works Fund Agreement with another effect, Unspent Funds, including interest earned thereon, will, as of the effective date of this Community Works Fund Agreement, be subject to this Community Works Fund Agreement;
 - B. Unspent Funds that fall within the reporting period of the 2013 Annual Expenditure Report (as defined in the First Community Works Fund Agreement) will be reported by the Local Government to UBCM in accordance with the First Community Works Fund Agreement;
 - C. Unspent Funds that fall within the reporting period that includes January 1, 2014 to the effective date of this Community Works Fund Agreement will be reported by the Local Government to UBCM in accordance with this Community Works Fund Agreement;
 - D. The survival of the reporting obligations under Section 3.2 and section 1.1 of Schedule E (Reporting and Audits) of the First Community Works Fund Agreement extends only until these obligations are fulfilled by the Local Government for the 2013 reporting year, after which, the reporting obligations under Section 6.1(i) and Schedule D of this Community Works Fund Agreement will apply; and
 - E. Any matters that Section 3.1 (iv) and Schedule G of the First Community Works Fund Agreement would have applied to will be dealt with under Section 6.1(d) and Schedule E (Communications Protocol) of this Community Works Fund Agreement.

8. TERM

This Community Works Fund Agreement will be effective as of April 1, 2014 and will be in effect until March 31, 2024 unless the Parties agree to renew it. In the event where this Community Works Fund Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon held by the Local Government, that have not been expended on Eligible Projects or other expenditures authorized by this Community Works Fund Agreement as of March 31, 2024 will nevertheless continue to be subject to this Community Works Fund Agreement until such time as may be determined by the Parties.

9. SURVIVAL

The rights and obligations, set out in Sections 5.1, 5.2 and 6.1 will survive the expiry or early termination of this Community Works Fund Agreement and any other section which is required to give effect to the termination or to its consequences shall survive the termination or early termination of this Community Works Fund Agreement.

10. AMENDMENT

The Local Government acknowledges that the Agreement may from time to time be amended by agreement of Canada, British Columbia and UBCM and if and whenever such amendments to the Agreement are made, the Local Government agrees that UBCM may require this Community Works Fund Agreement to be amended to reflect, at the sole discretion of UBCM, the amendments made to the Agreement. Where UBCM requires this Community Works Fund Agreement to be so amended, it will provide to the Local Government notice in writing of the amendments it requires. Such amendments shall form part of this Community Works Fund Agreement and be binding on the Local Government and UBCM thirty (30) days after such notice, unless before then the Local Government elects in writing to give written notice of termination of this Community Works Fund Agreement to UBCM.

11. WAIVER

No provision of this Community Works Fund Agreement shall be deemed to be waived by UBCM, unless waived in writing with express reference to the waived provisions and no excusing, condoning or earlier waiver of any default by the Local Government shall be operative as a waiver, or in any way limit the rights and remedies of UBCM or Canada.

12. NO ASSIGNMENT

This Community Works Fund Agreement is not assignable by the Local Government and the Local Government shall not assign, pledge, or otherwise transfer any entitlement to allocation of funds under this Community Works Fund Agreement to any person and shall upon receipt of any allocation of funds hereunder pay and expend such funds thereafter only in accordance with the terms of this Community Works Fund Agreement.

13. NOTICE

Any notice, information or document provided for under this Community Works Fund Agreement must be in writing and will be effectively given if delivered or sent by mail, postage or other charges prepaid, or by facsimile or email. Any notice that is delivered will have been received on delivery; and any notice mailed will be deemed to have been received eight (8) calendar days after being mailed.

Any notice to UBCM will be addressed to:

Executive Director
525 Government Street
Victoria, British Columbia
V8V 0A8
Facsimile: 250 356-5119
Email: ubcm@ubcm.ca

Any notice to the Local Government will be addressed to:

The Corporate Officer at the place designated as the Local Government office.

SIGNATURES

This Community Works Fund Agreement has been executed on behalf of the Local Government by those officers indicated below and each person signing the agreement represents and warrants that they are duly authorized and have the legal capacity to execute the agreement.

City of Grand Forks

UNION OF BC MUNICIPALITIES

Original signed by:

Original signed by:

Mayor

Corporate Officer

Corporate Officer

General Manager, Victoria Operations

Signed by City of Grand Forks on the
_____ day of _____, 201__.

The Community Works Fund Agreement have
been executed by UBCM on the _____ day
of _____, 201__.

Schedule A – Definitions

“Agreement” means the Administrative Agreement on the Federal Gas Tax Fund in British Columbia.

“Annual Report” means the duly completed annual report to be prepared and delivered by UBCM to Canada and British Columbia, as described in Schedule D (Reporting and Audits).

“Asset Management” (AM) includes planning processes, approaches or plans that support integrated, lifecycle approaches to effective stewardship of infrastructure assets in order to maximize benefits and manage risk. AM is further described in Schedule F (Asset Management) of the Agreement, and can include:

- an inventory of assets;
- the condition of assets;
- level of service;
- risk assessment;
- a cost analysis;
- community priority setting;
- long-term financial planning.

“Base Amount” means an amount established over a time-period, reflecting non-federal investments in Infrastructure and against which GTF investments will be measured to ensure that GTF investments are incremental.

“Chief Financial Officer” means in the case of a municipality, the officer assigned financial administration responsibility under S. 149 of the *Community Charter*, and in the case of a Regional District, the officer assigned financial administration responsibility under S. 199 of the *Local Government Act*, R.S.B.C. 1996, c.323.

“Communications Protocol” means the protocol by which all communications activities related to GTF funding will be delivered as described in Schedule E (Communications Protocol).

“Community Works Fund” means the fund provided from the Federal gas tax revenues to be dispersed to local governments based on a percentage of the per capita allocation for local spending priorities in accordance with the terms and conditions set out in the Agreement.

“Community Works Fund Agreement” means this Agreement made between UBCM and Local Government.

“Contract” means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories).

“First Agreement” means the agreement for the transfer of federal gas tax revenues entered into on September 19, 2005 by the Government of Canada, British Columbia and UBCM, with an expiry date of March 31, 2019, as amended.

“First Community Works Fund Agreement” means the agreement entered between UBCM and Local Government in order to administer the Community Works Fund under the First Agreement.

“Funding Agreement” means an agreement between UBCM and an Ultimate Recipient setting out the terms and conditions of the GTF funding to be provided to the Ultimate Recipient as entered under the First Agreement or the Agreement.

“GTF” means the Gas Tax Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to recipients under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, or any other source of funding as determined by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

“Infrastructure” means municipal or regional, publicly or privately owned tangible capital assets in British Columbia primarily for public use or benefit.

“Local Government” means a municipality as defined in the *Community Charter* [SBC 2003] Chapter 26, a regional district as defined in the *Local Government Act* [RSBC 1996] Chapter 323, and the City of Vancouver as continued under the *Vancouver Charter* [SBC 1953] Chapter 55.

“Outcomes Report” means the report to be delivered by March 31, 2018 and again by March 31, 2023 by UBCM to Canada and British Columbia which reports on how GTF investments are supporting progress towards achieving the program benefits, more specifically described in Schedule D (Reporting and Audits).

“Partnership Committee” means the Committee required to be established by the Agreement to govern the implementation of the Agreement and further described in Annex C of the Agreement.

“Party” means Canada, British Columbia or UBCM when referred to individually and collectively referred to as “Parties”.

“Third Party” means any person or legal entity, other than Canada, British Columbia, UBCM or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

“Ultimate Recipient” means a Local Government.

“Unspent Funds” means Funds (as defined by the First Agreement) that have not been spent towards an Eligible Project (as defined under the First Agreement) prior to the effective date of the Agreement.

Schedule B – Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

- A. Local roads, bridges – roads, bridges and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
- B. Highways – highway infrastructure.
- C. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
- D. Short-line rail – railway related infrastructure for carriage of passengers or freight.
- E. Regional and local airports – airport-related infrastructure (excludes the National Airport System).
- F. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
- G. Public transit – infrastructure that supports a shared passenger transport system which is available for public use.
- H. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems.
- I. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems.
- J. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
- K. Community energy systems – infrastructure that generates or increases the efficient usage of energy.
- L. Brownfield Redevelopment – remediation or decontamination and redevelopment of a brownfield site within Local Governments boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other eligible project category under the GTF, and/or;
 - the construction of Local Government public parks and publicly-owned social housing.
- M. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Western Hockey League)).
- N. Recreational infrastructure – recreational facilities or networks.

O. Cultural infrastructure – infrastructure that supports arts, humanities, and heritage.

P. Tourism infrastructure – infrastructure that attract travelers for recreation, leisure, business or other purposes.

Q. Disaster mitigation – infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Eligible Projects also include:

R. Capacity building – includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

Schedule C – Eligible and Ineligible Expenditures

1. ELIGIBLE EXPENDITURES

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

A. the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;

B. for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:

- studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
- training directly related to asset management planning; and,
- long-term infrastructure plans.

C. the expenditures directly associated with joint communication activities and with federal project signage for GTF-funded projects.

1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- the arrangement is approved in advance and in writing by UBCM.

1.3 Administration expenses of UBCM related to program delivery and implementation of this Agreement, in accordance with Section 9 (Use and Recording of Funds by UBCM) of Annex B (Terms and Conditions).

2. INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

- A. project expenditures incurred before April 1, 2005;
- B. project expenditures incurred before April 1, 2014 for the following investment categories:
 - highways;
 - regional and local airports;
 - short-line rail;
 - short-sea shipping;
 - disaster mitigation;
 - broadband connectivity;
 - brownfield redevelopment;
 - cultural infrastructure;
 - tourism infrastructure;
 - sport infrastructure; and
 - recreational infrastructure.
- C. the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- D. taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- E. purchase of land or any interest therein, and related costs;
- F. legal fees; and
- G. routine repair and maintenance costs.

Schedule D –Reporting and Audits

1. REPORTING

Reporting requirements under the GTF will consist of an Annual Report and an Outcomes Report that will be submitted to Canada and British Columbia for review and acceptance. The reporting year is January 1st to December 31st.

1.1 ANNUAL REPORT

By September 30th of each year, UBCM will provide to Canada and British Columbia an Annual Report in an electronic format deemed acceptable by Canada consisting of the following in relation to the previous reporting year:

Financial Report Table: The financial report table will be submitted in accordance with the following template.

Annual Report Financial Table	Annual	Cumulative
	20xx - 20xx	2014 - 20xx
UBCM		
Opening Balance ¹¹³	\$xxx	
Received from Canada	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Administrative Cost	(\$xxx)	(\$xxx)
Transferred to Ultimate Recipients	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	
Ultimate Recipients in aggregate		
Opening Balance ¹¹⁴	\$xxx	
Received from UBCM	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Spent on Eligible Expenditures	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	

¹¹³ For the 2014 Annual Report this means the amount reported as unspent by UBCM the 2013 Annual Expenditure Report (as defined under the First Agreement).

¹¹⁴ For the 2014 Annual Report this means the amount reported as unspent by Eligible Recipients (as defined under the First Agreement) in the 2013 Annual Expenditure Report (as defined under the First Agreement).

Independent Audit or Audit Based Attestation:

UBCM will provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by British Columbia and UBCM, as to:

- A. the accuracy of the information submitted in the Financial Report Table; and
- B. that Funds were expended for the purposes intended.

Project List

UBCM will maintain, and provide to Canada and British Columbia a project list submitted in accordance with the following template.

Annual Report - GTF Project List Template

Project ID	Ultimate Recipient	Project Title	Project Description	Investment category	Total Project Cost	Funds (GTF) Spent	Completed

1.2 OUTCOMES REPORT

By March 31, 2018 and March 31, 2023, UBCM will provide to Canada and British Columbia and make publicly available, an Outcomes Report that will report in aggregate on the degree to which investments are supporting the progress in British Columbia towards achieving the following program benefits:

- A. Beneficial impacts on communities of completed Eligible Projects;
- B. Enhanced impact of GTF as a predictable source of funding including incremental spending; and
- C. Progress made on improving Local Government Asset Management.

The Outcomes Report will present performance data and a narrative on program benefits. The partnership committee will develop and approve a methodology for reporting on performance in respect of each of the program benefits

2. AUDITS

Canada may, at its expense, carry out any audit in relation to the Agreement, and for this purpose, reasonable and timely access to all documentation, records and accounts that are related to the Agreement and the use of GTF funding, and any interest earned thereon, and to all other relevant information and documentation requested by Canada or its designated representatives, will be provided to Canada and its designated representatives by:

- British Columbia and UBCM, as applicable, where these are held by British Columbia, UBCM, or their respective agents or Third Parties; and
- Ultimate Recipients where these are held by the Ultimate Recipient or a Third Party or their respective agents.

Canada may, at its expense, complete a periodic evaluation of the GTF to review the relevance and performance (i.e. effectiveness, efficiency and economy) of the GTF. British Columbia and UBCM will provide Canada with information on program performance and may be asked to participate in the evaluation process. The results of the evaluation will be made publicly available.

Schedule E – Communications Protocol

1. PURPOSE

1.1 The provisions of this Communications Protocol apply to all communications activities related to any GTF funding which may be delivered by Canada, including allocations, and Eligible Projects funded under this Agreement. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.

1.2 Through collaboration, the Parties agree to work to ensure clarity and consistency in the communications activities meant for the public.

2. JOINT COMMUNICATIONS APPROACH

2.1 The Parties agree to work in collaboration to develop a joint communications approach that identifies guiding principles, including those related to the provision of upfront project information, project signage, and planned communications activities throughout the year. This joint communications approach will have the objective of ensuring that communications activities undertaken each calendar year communicate a mix of Eligible Project types from both large and small communities, span the full calendar year and use a wide range of communications mediums.

2.2 The Parties agree that the initial annual joint communications approach will be finalized and approved by the partnership committee within 60 working days following the inaugural meeting of the partnership committee.

2.3 The Parties agree that achievements under the joint communications approach will be reported to the partnership committee once a year, or more frequently as requested by the partnership committee.

2.4 The Parties agree to assess the effectiveness of the joint communications approach on an annual basis and, as required, update and propose modifications to the joint communications approach. Any modifications will be brought to the partnership committee for approval.

3. INFORM CANADA ON ALLOCATION AND INTENDED USE OF GTF FUNDING FOR COMMUNICATIONS PLANNING PURPOSES

3.1 UBCM agrees to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. The Parties will agree, in the joint communications approach, on the date this information will be provided. The information will include, at a minimum:

Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; amount of Funds being used toward the Eligible Project; and anticipated start date.

3.2 The Parties agree that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada. This information will only be used for communications planning purposes and not for program reporting purposes.

3.3 The Parties agree that the joint communications approach will define a mechanism to ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements for Eligible Projects.

4. PROJECT SIGNAGE

4.1 The Parties and Ultimate Recipients may each have a sign recognizing their contribution to Eligible Projects.

4.2 At Canada's request, Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.

4.3 Where British Columbia, UBCM or an Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.

4.4 The Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.

4.5 British Columbia or UBCM agree to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approach.

5. MEDIA EVENTS AND ANNOUNCEMENTS FOR ELIGIBLE PROJECTS

5.1 The Parties agree to have regular announcements of Eligible Projects that are benefiting from GTF funding that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.

5.2 Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

5.3 A Party or an Ultimate Recipient may request a media event.

5.4 Media events related to Eligible Projects will not occur without the prior knowledge and agreement of the Parties and the Ultimate Recipient.

5.5 The Party or Ultimate Recipient requesting a media event will provide at least 15 working days' notice to the other Parties or Ultimate Recipient of their intention to undertake such an event. The event will take place at a mutually agreed date and location. The Parties and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. The Parties will each designate their own representative.

5.6 The conduct of all joint media events and products will follow the *Table of Precedence for Canada* as outlined at <http://www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm>.

5.7 All joint communications material related to media events must be approved by Canada and recognize the funding of the Parties.

5.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.

6. PROGRAM COMMUNICATIONS

6.1 The Parties and Ultimate Recipients may include messaging in their own communications products and activities with regard to the GTF.

6.2 The Party or Ultimate Recipient undertaking these activities will provide the opportunity for the other Parties and Ultimate Recipient to participate, where appropriate, and will recognize the funding of all contributors.

6.3 The Parties agree that they will not unreasonably restrict the other Parties or Ultimate Recipient from using, for their own purposes, public communications products related to the GTF prepared by a Party or Ultimate Recipients, or, if web-based, from linking to it.

6.4 Notwithstanding Section 5 (Communications Protocol), Canada retains the right to meet its obligations to communicate information to Canadians about the GTF and the use of funding through communications products and activities.

7. OPERATIONAL COMMUNICATIONS

7.1 The Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

7.2 Canada, British Columbia, UBCM or the Ultimate Recipient will share information promptly with the Parties should significant emerging media or stakeholder issues relating to an Eligible Project arise. The Parties will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

British Columbia and UBCM agree to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, a Party or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the GTF or Eligible Projects. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient agrees to inform the other Parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Sasha Bird, Manager of Development & Engineering Services

Date: July 21, 2014

Subject: Riverside Drive Partial Road Closure, disposal and consolidation with 7330 Riverside Drive, to alleviate a 1.8 meter building and canopy encroachment onto the City's Right of Way.

Recommendation: **RESOLVED THAT COUNCIL** approve the request to close a 3 meter width portion of Riverside Drive (portion building and sidewalk), by the length of the building being 24.4 meters, located in front of 7330 Riverside Drive and direct Staff to proceed with the statutory requirements necessary to start and complete the road closure and consolidation with that portion of road measuring ~73.2 square meters (0.018 acres) with property legally described as Lot 1, District Lot 108 & 339"S", S.D.Y.D., Plan 34642.

BACKGROUND: Valley Heights Development requested a partial closure of Riverside Drive (sidewalk area) to alleviate an encroachment of the building and canopy overhang in front of 7330 Riverside Drive. Valley Heights Development wishes to apply to the City for strata conversion of the existing commercial/residential building. Strata conversion cannot happen if there is an encroachment as to land or air.

The size of the proposed area to be closed is ~73.2 square meters (0.018 acres). The 2014 assessed value of the total area of land is \$84,800.00 which calculated to \$1,526.40 for that portion of closed road.

At the July 21, 2014 Committee of the Whole meeting the Committee recommended to Council to approve the road closure to close a 3 meter width of that portion of Riverside Drive (portion building and sidewalk, by the length of the building being 24.4 meters located in front of 7330 Riverside Drive and to direct Staff to proceed with the statutory requirements necessary to start and complete the road closure and consolidation of ~73.2 square meter and to consolidate that portion of closed road with property legally described as Lot 1, District Lot 108 & 339"S", S.D.Y.D., Plan 34642.

REQUEST FOR DECISION

— REGULAR MEETING —



Benefits or Impacts of the Recommendation:

General: The benefit of the closure of that portion of road would alleviate the encroachment and allow the developer to proceed with the strata conversion of his building and the City would be seen as following their Road Closure Bylaw.

Strategic Impact: N/A

Financial: The City OF Grand Forks would see no cost to the taxpayers for the closure and consolidation of that portion of Riverside Drive and there would be a benefit from the potential increased tax base for the City once the building is stratified and the residential and commercial units are sold. The City's Road Closure Policy #1501 states that a deposit is required in the amount of \$2,500.00 prior to beginning a road closure and the applicant has paid the required amount, and the City can proceed with acquiring a legal plan showing the encroachment area, which becomes part of the Road Closure Bylaw.

Policy/Legislation: The Community Charter governs the legislation for a road closure.

Attachments:

- Request from Valley Heights Developments requesting the City to close a portion of Riverside Drive adjacent to his building located at 7330 Riverside Drive;
- Copy of Plan 34642;
- Copy of a site plan showing the footprint of the building and the canopy overhang;
- Copy of the Zoning Map showing the location and zoning of the property in question;
- Street view of the building, boardwalk/path and the landscaping of the property after renovations were done;
- Excerpt from the Community Charter, Section 40;
- Copy of the Road Closure Policy #1501.



Recommendation: **RESOLVED THAT COUNCIL** approve the request to close a 3 meter width portion of Riverside Drive (portion building and sidewalk), by the length of the building being 24.4 meters, located in front of 7330 Riverside Drive and direct Staff to proceed with the statutory requirements necessary to start and complete the road closure and consolidation with that portion of road measuring ~73.2 square meters (0.018 acres) with property legally described as Lot 1, District Lot 108 & 339"S", S.D.Y.D., Plan 34642.

REQUEST FOR DECISION

— REGULAR MEETING —



- OPTIONS:**
- 1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT.**
 - 2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT.**
 - 3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.**

	
Department Head or CAO	Chief Administrative Officer

VALLEY HEIGHTS DEVELOPMENTS INC.
P.O. BOX 714
GRAND FORKS, B.C.
VOH 1H0

Dear Mayor and Council:

I, Bill Ling of Valley Heights Developments Inc. would like to request that Council close a portion of Riverside Drive (sidewalk) adjacent to my commercial/residential building located at 7330 Riverside Drive, so that I can then proceed with the stratification of the building.

Thank you.



Bill Ling

PLAN 34642

Deposited in the Land Title Office at
Kamloops, B. C., this
day of 26 MAR 1994 1984

J.C. GROVES

Registrar

Approved under the Land Title Act this
2nd day of FEBRUARY 1984

Approving Officer for the Corporation
of the City of Grand Forks

This plan lies within the Kootenay Boundary Regional District.

Owner of Lot A
R & S ENTERPRISES LTD.
(INCORPORATION No 32709)

Authorized Signatory

Authorized Signatory

Mortgagee of L. P 59070

FEDERAL BUSINESS DEVELOPMENT BANK *by its law firm Attorneys*

ASSISTANT GENERAL COUNCIL

ASSISTANT GENERAL MANAGER
P. M. 11/10/1914

Address 900 W. Hunting St. Kansas, D.C.

Occupation Secretary
(As to birth/signatures)
Beverly Johnson, E. in 16, 5-10-44

I, A. F. Hoefsloot, a British Columbia Land Surveyor of Grand Forks in British Columbia, certify that I was present at and personally supervised the survey represented by this plan and that the survey and plan are correct. The survey was completed on the 27th day of November 1983

Owner of L. P59070
B & B SPORTS LTD.
(INCORPORATION No. 194582)

Authorized Signatory

Authorized Signatory

Owner of Block 8
THE CORPORATION OF THE
CITY OF GRAND FORKS

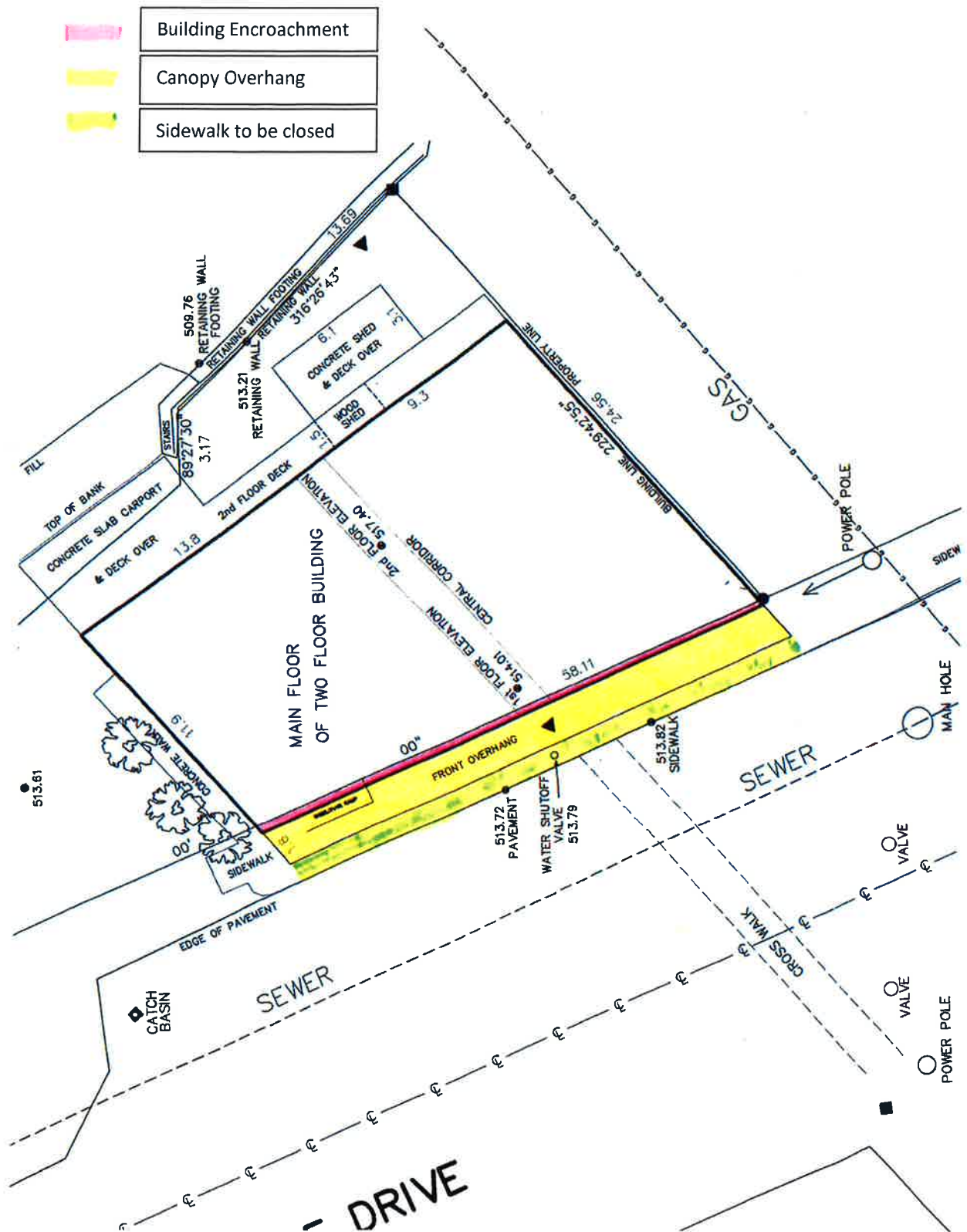
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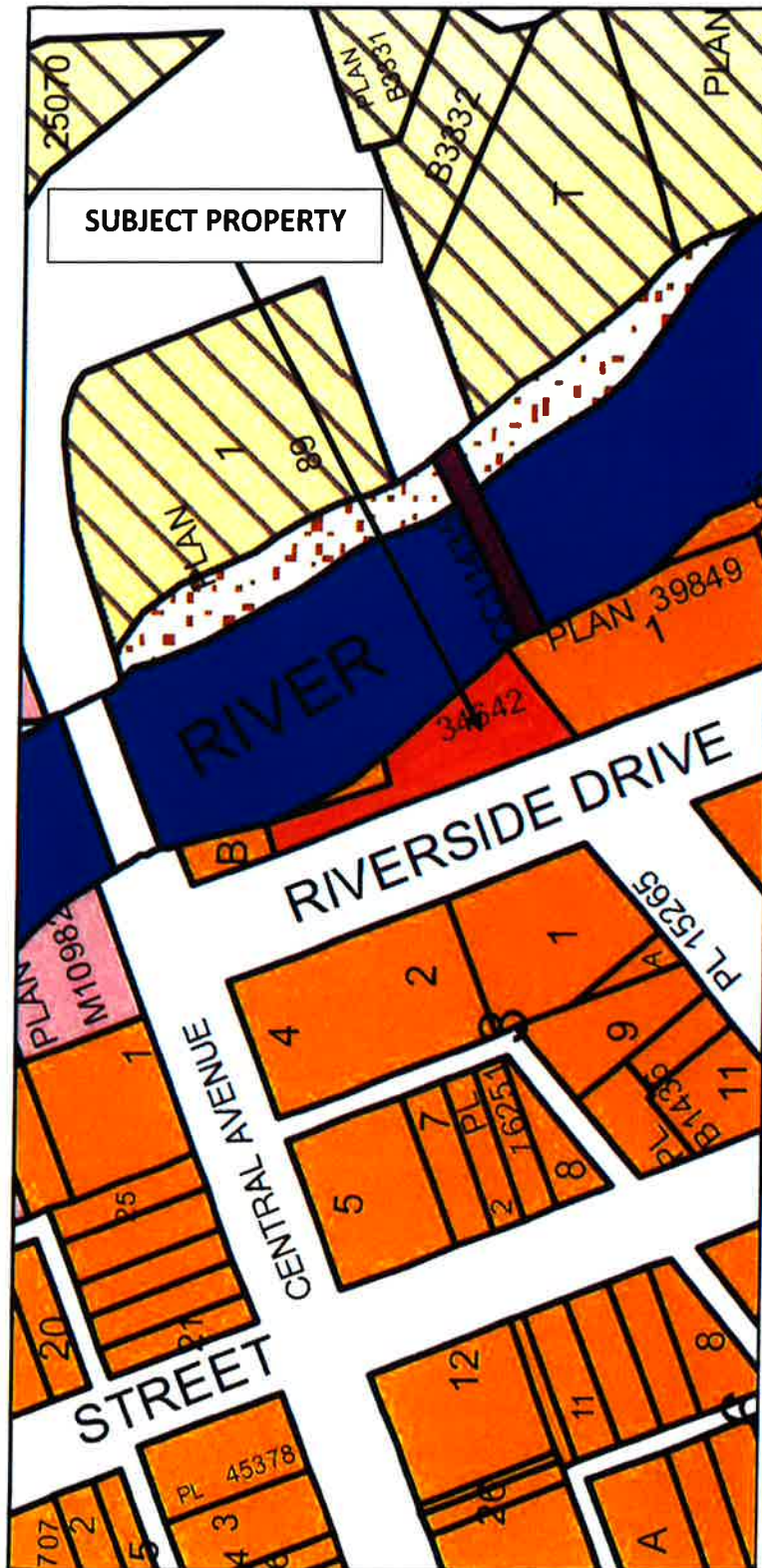
Clark

A. F. Hoefsloot
C. Land Surveyor
Box 2740
Grand Forks, B. C.
YON IHO 442-5597

Page 67 of 218

J 54 - 83







Temporary traffic restriction and traffic control

- 38.** (1) A council may temporarily restrict or prohibit all or some types of traffic on a highway.
- (2) In addition to the authority under section 154 [*delegation of council authority*], a council may, by bylaw, authorize a municipal employee or any other person to control traffic on a highway, or to temporarily restrict or prohibit all or some types of traffic on a highway, in relation to matters specified in the bylaw.

2003-26-38.

Additional powers in relation to highways

- 39.** A council may, by bylaw, do one or more of the following:
- (a) assign a name or number to a highway;
 - (b) assign numbers to buildings and other structures;
 - (c) require owners or occupiers of real property to place assigned numbers in a conspicuous place on or near the property;
 - (d) require owners of private highways to maintain them in a clean, fit and safe state and to post suitable private thoroughfare signs;
 - (e) require persons to take specified actions for the purposes of maintaining the cleanliness or safety of a highway that is next to property that they own or occupy, or that is affected by property that they own or occupy;
 - (f) require owners or occupiers of land to fence any part of it abutting on a highway.

2003-26-39.

Permanent closure and removal of highway dedication

- 40.** (1) A council may, by bylaw,
- (a) close all or part of a highway that is vested in the municipality to all or some types of traffic, or
 - (b) reopen all or part of such a highway that has been closed.
- (2) A council may, by bylaw, remove the dedication of a highway
- (a) that has been closed by a bylaw under subsection (1) (a), or
 - (b) that is to be closed by the same bylaw, or by a bylaw adopted by the council at the same time.
- (3)** Before adopting a bylaw under this section, the council must
- (a)** give notice of its intention in accordance with **section 94** [*public notice*], and
 - (b)** provide an opportunity for persons who consider they are affected by the bylaw to make representations to council.
- (4) In addition to the requirement under subsection (3), before adopting a bylaw under subsection (1) (a), the council must deliver notice of its intention to the operators of utilities whose transmission or distribution facilities or works the council considers will be affected by the closure.
- (5) A bylaw under subsection (2) must be filed in accordance with section 120 of the *Land Title Act* and, on filing, the property subject to the bylaw **ceases to be a highway, its dedication as a highway is cancelled and title to the property may be registered in the name of the municipality** in accordance with section 120 of the *Land Title Act*.
- (6) As a limit on subsection (2), a council may not remove the dedication of a highway that was dedicated by the deposit of a subdivision or reference plan in the land title office if
- (a) the highway has not been developed for its intended purpose, and
 - (b) the owner of the land at the time the plan was deposited is the owner of all of the parcels created by the plan, unless the owner of the parcels consents.
- (7) This section, and not section 30 [*reservation and dedication of municipal property*], applies to cancelling the dedication of a highway.
- (8) For certainty, this section applies to public highways under section 42 of the *Transportation Act*.

2003-26-40; 2003-52-534; 2004-44-97.

CITY OF GRAND FORKS

POLICY TITLE:	Road Closure Policy	POLICY NO:	1501
EFFECTIVE DATE:	July 20, 2009	SUPERSEDES:	
APPROVAL:	Council	PAGE:	1 of 1

Purpose:

To have money on hand for the recovery of costs for expenses involved in a permanent road closure and ensure that the City does not incur any costs relative to another party's request for road closure.

Policy:

It is Council's policy that all applications for permanent road closures from applicants wishing to take title to the property in question shall be accompanied by a deposit of \$2,500.00. All costs relative to the road closure and payment of market value for any property transferred will be at the sole cost of the purchaser. The City will establish the market value price for the property.

Policy Procedure:

1. \$2,500.00 deposit and a fair market value appraisal, agreed to by the applicant, will be required prior to the City taking any action to initiate road closure.
2. Should the Applicant decide not to proceed with the road closure, at any time during the process, the deposit will be refunded to the applicant, less any related costs incurred by the City. Should the City decide not to proceed with the Road Closure, at any time during the process, the deposit will be refunded to the Applicant.
3. Where the costs of the road closure exceed the amount of the deposit, the applicant will be required to pay such excess costs, as calculated by the City and will include all legal, survey, appraisal, advertising and land title fees.
4. Where the total final costs of the road closure are less than the deposited amount, the overpayment will be refunded to the applicant.
5. As a condition of the road closure, the closed portion of road must either be consolidated with the adjoining property, or another road must be constructed to replace the closed road.
6. The process for the road closure must follow the Provincial Government regulations.

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Sasha Bird, Manager of Development & Engineering Services

Date: July 21, 2014

Subject: Royal Canadian Legion Branch #51 Development Variance Permit application.

Recommendation: **RESOLVED THAT COUNCIL** approve the development variance permit, requesting a setback variance from 20 feet to 2 feet, to the Royal Canadian Legion Branch #51, located at 7353-6th Street, in order to construct a roof over the existing outdoor patio area.

BACKGROUND: At the June 24, 2013 Regular meeting, Council supported the Legion's request to the Liquor Control and Licensing Branch, to permanently amend their liquor licence permit to include the addition of a 390 square foot fenced outdoor area and forwarded their support to the Liquor Control and Licensing Branch.

The Legion would like to construct a roof over the 390 square foot outdoor area so they can complete the new outdoor area and protect their patrons from the rain and snow while using the outdoor patio area. Enclosed with this report is a site plan showing the location and height of the proposed new roof.

The variance application is requesting Council to vary the rear setback from the required 20 feet to 2 feet so that a roof can be constructed over the new 3,200 square foot patio area.

There is an undeveloped lane located adjacent to this area and is at the rear of the property, so the roof cannot be seen from 6th Street. Adjacent to the undeveloped lane is a swampy area and the City's storm main runs through two parcels, making this property undevelopable, and the vacant property southeast of the Legion building is used as a parking lot for the patrons.

The Local Government Act governs what the City is required to do when they receive an application for a development variance permit. Advertising is not required, as the application affects only the surrounding property owners who have been informed of the application.

Letters were sent to the property owners within a 100 foot radius, informing them of the variance application and inviting them to the July 21, 2014 Committee of the Whole meeting, if they have any comments or concerns.

At the July 21, 2014 Committee of the Whole meeting, the Committee recommended that Council approve the development variance permit, requesting a setback variance from 20 feet to 2 feet, to the Royal Canadian Legion Branch #51, located at 7353-6th Street, in order to construct a roof over the existing outdoor patio area.

REQUEST FOR DECISION

— REGULAR MEETING —



Benefits or Impacts of the Recommendation:

General: By approving the development variance request for a setback variance from 20 feet to 2 feet this would allow the Legion to complete their plans to construct a roof over their 390 outdoor patio area.

Strategic Impact: N/A

Financial: There is no cost to the taxpayers with regard to the development variance. The applicants pay \$350.00 for a Development Variance application.

Policy/Legislation: Section 901 of the Local Government Act governs development variance applications and procedures.

Attachments: - Royal Canadian Legion #51 Development Variance Application;

- June 24, 2013 Regular meeting resolution of Council;
- Site plan showing the subject property;
- Aerial view of the area in question and a copy of the zoning map showing the zoning of the property and surrounding area;
- Aerial drawing showing the 390 square foot concrete patio;
- Street view showing the proposed roof over the patio;
- Section 901 of the Local Government Act.

Recommendation: **RESOLVED THAT COUNCIL** approve the development variance permit, requesting a setback variance from 20 feet to 2 feet, to the Royal Canadian Legion Branch #51, located at 7353-6th Street, in order to construct a roof over the existing outdoor patio area.

OPTIONS: **1. RESOLVED THAT COUNCIL CHOOSE TO SUPPORT THE RECOMMENDATION.**

2. RESOLVED THAT COUNCIL CHOOSE TO NOT SUPPORT THE RECOMMENDATION.

3. RESOLVED THAT COUNCIL CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.

REQUEST FOR DECISION

— REGULAR MEETING —



	
Department Head or CAO	Chief Administrative Officer

THE CORPORATION OF THE CITY OF GRAND FORKS

7217-4th STREET, BOX 220, GRAND FORKS, B.C. V0H 1H0 TELEPHONE: 250-442-8266 FAX: 250-442-8000



DEVELOPMENT VARIANCE PERMIT APPLICATION

APPLICATION FEE

\$350.00

Receipt No. _____

LOCAL GOVERNMENT ACT, SECTION 922

Registered Owner(s): ROYAL CANADIAN LEGION

BR # 59 GRAND FORKS

Mailing Address: PO BOX # 943 G.F.B.C.

V0H-1H0

Telephone:

Home: 442-8400

Work _____

Legal Description:

LOT 24-26 BLOCK 29 DIS/LOT 108

PLAN 121

P.I.D. 0126 79623 012679 631 012 679 640

Civic Address:

7353-6th Street

DECLARATION PURSUANT TO THE WASTE MANAGEMENT ACT

I, Steve McGibbon, owner of the subject property described on this application form, hereby declare that the land which is the subject of this application has not, to my knowledge been used for industrial or commercial activity as defined in the list of "Industrial Purposes and Activities" (Schedule 2) of the *Contaminated Sites Regulation* (B.C. Reg. 375/96). I therefore declare that I am not required to submit a Site Profile under Section 26.1 or any other section of the *Waste Management Act*.

(signature)

JUNE 125 / 2014

(date)

Page 1 of 3

THE CORPORATION OF THE CITY OF GRAND FORKS



7217-4th STREET, BOX 220, GRAND FORKS, B.C. V0H 1H0 TELEPHONE: 250-442-8266 FAX: 250-442-8000

Outline the provisions of the respective Bylaw(s) that you wish to vary and give your reasons for making this request:

BUILD PATIO COVERED AREA TO PROPERTY LINE

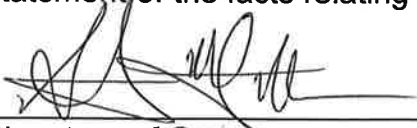
Submit the following information with the application:

1. A legible site plan showing the following:

- (a) The boundaries and dimensions of the subject property.
- (b) The location of permanent or proposed buildings and structures existing on the property.
- (c) The location of any proposed access roads, parking, screening, landscaping or fencing.
- (d) The location and nature of any physical or topographic constraints on the property (stream, ravines, marshes, steep slopes, etc.)

Other information or more detailed information may be requested by the City of Grand Forks upon review of your application.

The information provided is full and complete and to the best of knowledge to be a true statement of the facts relating to this application.


Signature of Owner

JUNE 25 / 2014
Date

FOR NOMINATIONS FROM THE PUBLIC FOR EXCEPTIONAL VOLUNTEER SERVICES IN THE CITY OF GRAND FORKS IN ACCORDANCE WITH COUNCIL POLICY #204.

CARRIED.

b) Royal Canadian Legion Branch #59

Request for approval – for the Royal Canadian Legion to add a New Outdoor Patio. The Royal Canadian Legion has submitted an application to the Liquor Control and Licensing Branch for a permanent change to their Liquor License for the premises located at 7353 – 6th Street, as outlined in the application, and further adopts the following resolution to be sent to the Liquor Control and Licensing Branch in order for the application to be finalized.

MOTION: O'DOHERTY / WYERS

RESOLVED THAT COUNCIL RECEIVES THE MANAGER OF TECHNICAL SERVICES REPORT, DATED JUNE 6, 2013 WITH REGARD TO THE ROYAL CANADIAN LEGION, BRANCH #59 APPLICATION TO THE LIQUOR CONTROL AND LICENSING BRANCH FOR A PERMANENT CHANGE TO THEIR LIQUOR LICENCE FOR THE PREMISES LOCATED AT 7353 6TH STREET, AS OUTLINED IN THE APPLICATION, AND FURTHER ADOPTS THE FOLLOWING RESOLUTION TO BE SENT TO THE LIQUOR CONTROL AND LICENSING BRANCH:

"WHERE AS THE ROYAL CANADIAN LEGION HOLDS A VALID LIQUOR LICENSE FOR THE ORGANIZATION, LOCATED AT 7353 – 6TH STREET, PERMITTING THE SALE OF LIQUOR;"

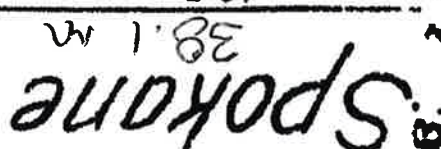
"AND WHEREAS THE ROYAL CANADIAN LEGION HAS APPLIED TO THE LIQUOR CONTROL AND LICENSING BRANCH TO PERMANENTLY AMEND THEIR PERMIT TO INCLUDE A 3,200 SQUARE FOOT FENCED OUTDOOR AREA FOR THE SEATING CAPACITY OF NO MORE THAN 185 SEATS;"

"AND WHEREAS THE CITY OF GRAND FORKS HAS NOTIFIED THE SURROUNDING PROPERTY OWNERS BY WRITTEN CORRESPONDENCE, OF THE ROYAL CANADIAN LEGION'S APPLICATION TO CHANGE THEIR PERMANENT LIQUOR LICENSE TO INCLUDE A 3,200 SQUARE FOOT FENCED OUTDOOR PATIO AREA TO ACCOMMODATE A TOTAL OF 185 SEATS FOR THEIR PATRONS AND THAT SAID PROPERTY OWNERS WERE INVITED TO HEARD BY COUNCIL AND TO ADDRESS ANY CONCERNS OR COMMENTS AT THE REGULAR MEETING OF COUNCIL ON JUNE 24TH, 2013;"

"BE IT RESOLVED THAT COUNCIL ADVISES THE LIQUOR CONTROL AND LICENSING BRANCH THAT (AFTER HEARING FROM ANY MEMBERS OF THE PUBLIC) DETERMINES THAT ANY NEGATIVE IMPACT AND POTENTIAL FOR NOISE TO THE SURROUNDING BUSINESSES WOULD BE CONSIDERED STANDARD FOR THIS AREA OF THE CITY AND THAT THE APPLICATION MADE BY THE ROYAL CANADIAN LEGION BE APPROVED AS APPLIED FOR.

CARRIED.

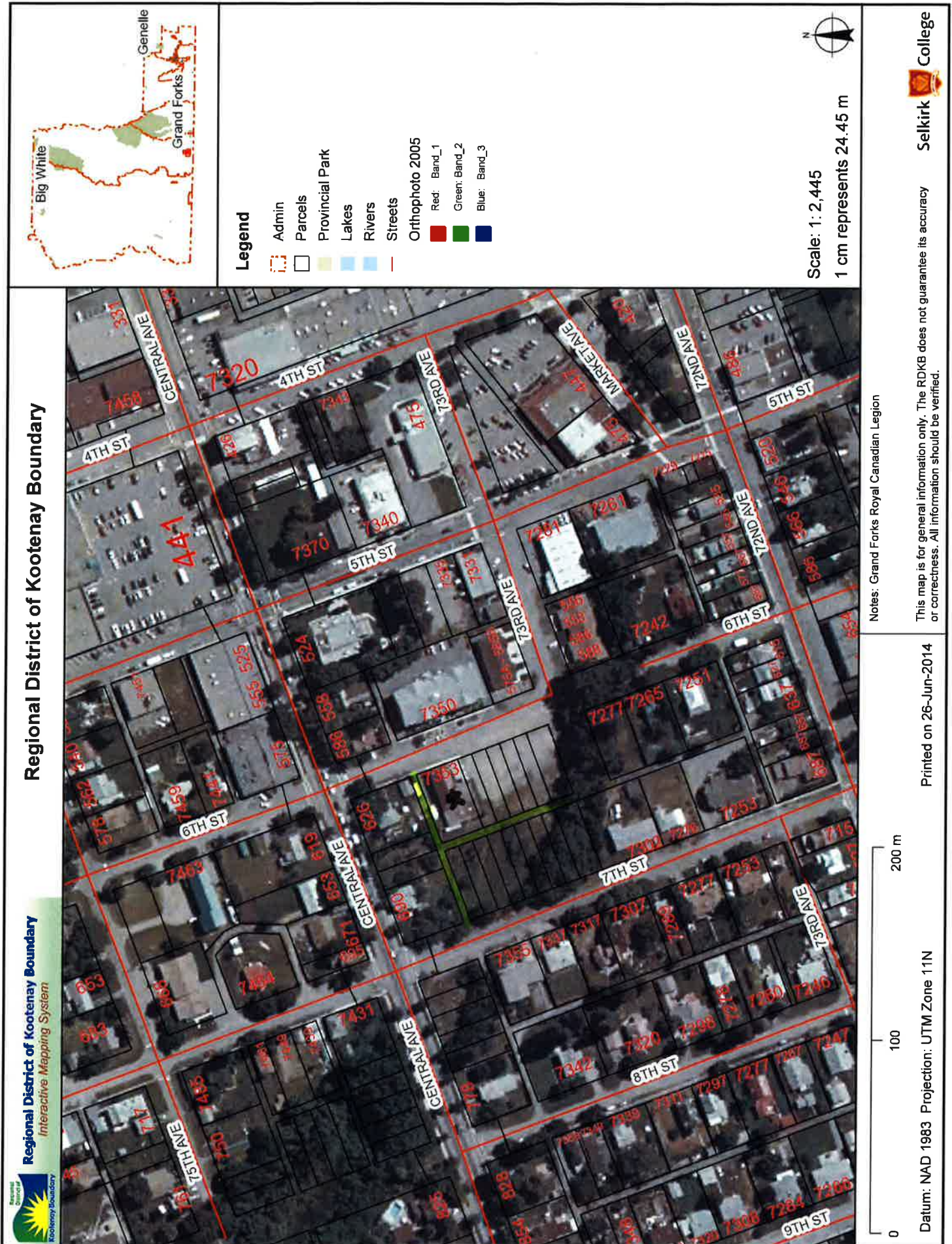
-
- c) Chief Financial Officer - **Request for approval to write off uncollectible taxes for folio 210-71382.61, Mobile Home Registration #34383, #6 6491 Highway 3 East, Mayflower Mobile Home Park (Folio 210-01382.000)**

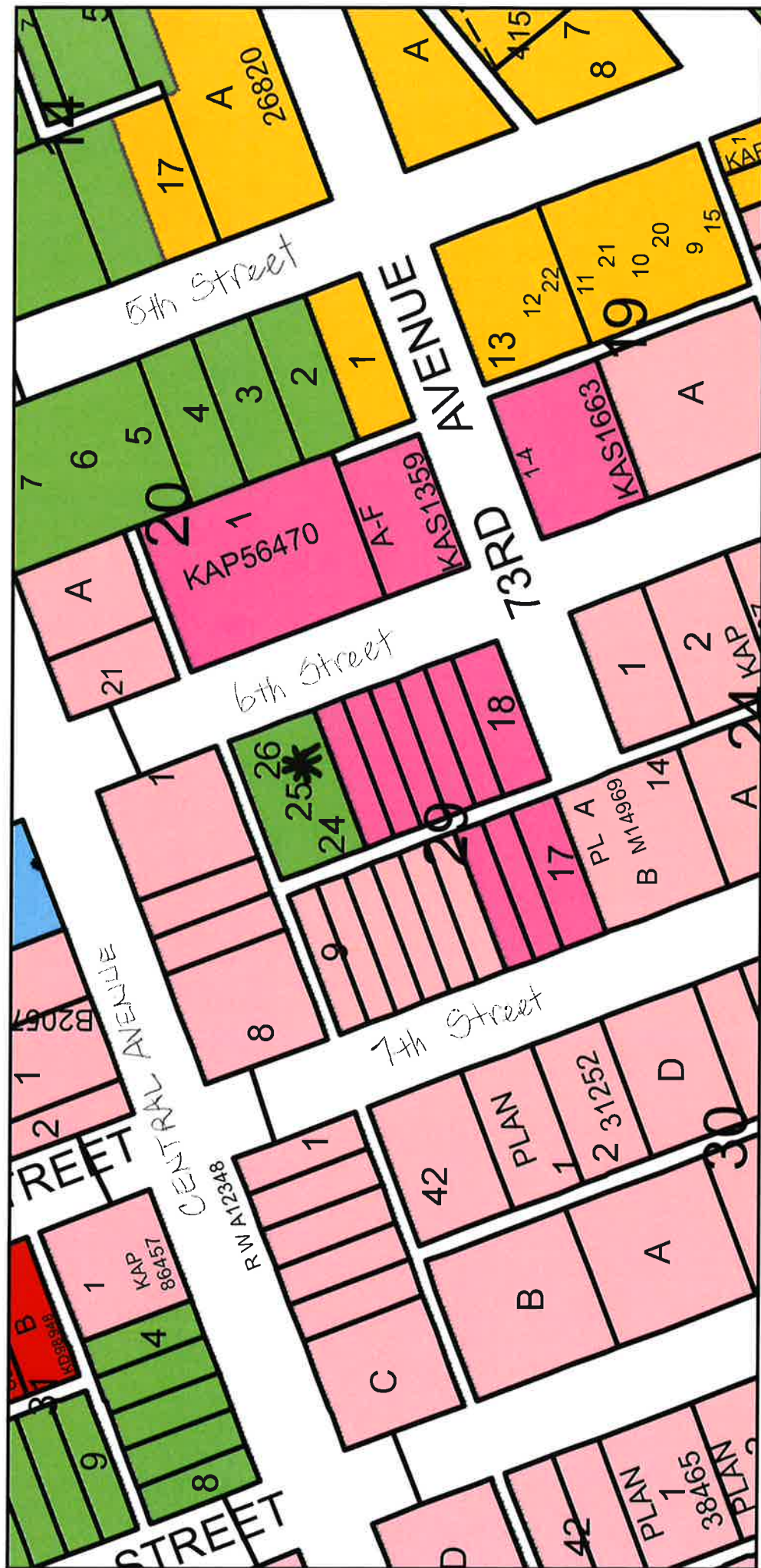


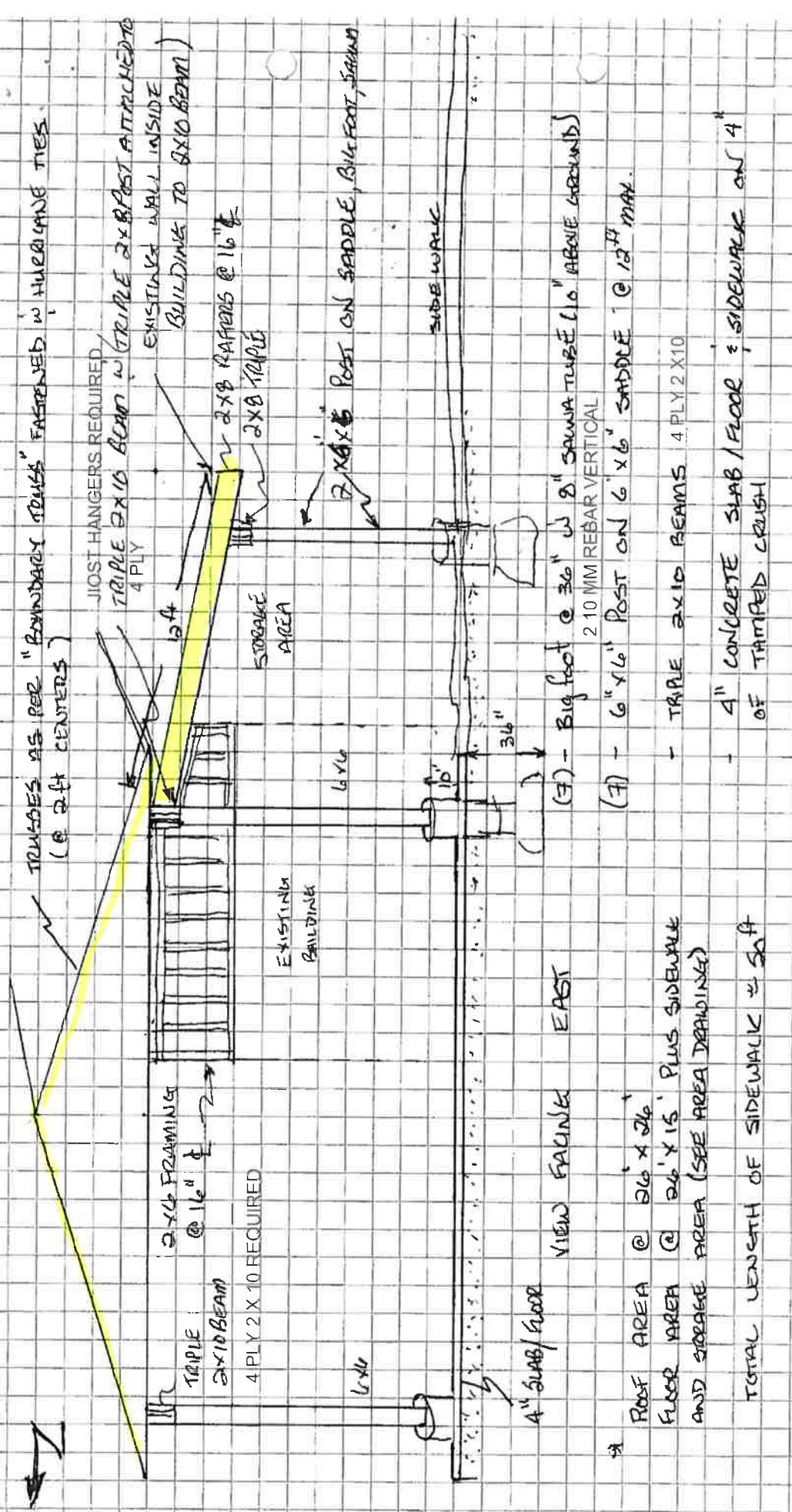
REGISTERED UNDER

2000

100-10000







- (F) - Big foot @ 36" w/ 8" SAWYER TUBE (10" ABOVE GROUND)
2 10 MM REBAR VERTICAL
- (F) - 6" x 6" POST ON 6" x 6" SADDLE @ 12" MAX.
- TRIPLE 2x10 BEAMS 4 PLY 2x10
- 4" CONCRETE SLAB/FLOOR & SIDEWALK ON 4" OF TAMPED CRUSH

VIEW FACING EAST

4" SLAB/FLOOR

ROOF AREA @ 26' x 26'
FLOOR AREA @ 26' x 15' PLUS SIDEWALK AND STORAGE AREA (SEE AREA DRAWING)
TOTAL LENGTH OF SIDEWALK = 50' ft

ROYAL CANADIAN LEGION BR # 59 (260-442-8400)
CONTACT = STEVE MCKIBBIN

(Rep) Mar 27/03

(10) *Repealed.* [2003-15-15 (g)]

(11) Members of a board of variance must not receive compensation for their services as members, but must be paid reasonable and necessary expenses that arise directly out of the performance of their duties.

(12) A local government must provide in its annual budget for the necessary funds to pay for the costs of the board.

RS1979-290-961(1) to (6), (9) to (11), (13), (14); 1985-79-8; 1987-14-25; 2000-7-148; 2003-15-15.

Chair and procedures

900. (1) The members of a board of variance must elect one of their number as chair.

(2) The chair may appoint a member of the board of variance as acting chair to preside in the absence of the chair.

(3) A bylaw establishing a board of variance must set out the procedures to be followed by the board of variance, including the manner by which appeals are to be brought and notices under section 901 (4) are to be given.

(4) A board of variance must maintain a record of all its decisions and must ensure that the record is available for public inspection during normal business hours.

RS1979-290-961(7), (8), (12), 962(10); 1985-79-8; 1987-14-25.

Variance or exemption to relieve hardship

901. (1) A person may apply to a board of variance for an order under subsection (2) if the person alleges that compliance with any of the following would cause the person hardship:

- (a) a bylaw respecting the siting, dimensions or size of a building or structure, or the siting of a manufactured home in a manufactured home park;
- (b) a bylaw under section 8 (3) (c) [*fundamental powers – trees*] of the *Community Charter*, other than a bylaw that has an effect referred to in section 50 (2) [*restrictions on authority – preventing all uses*] of that Act if the council has taken action under subsection (3) of that section to compensate or mitigate the hardship that is caused to the person;
- (c) the prohibition of a structural alteration or addition under section 911 (5);
- (d) a subdivision servicing requirement under section 938 (1) (c) in an area zoned for agricultural or industrial use.

(2) On an application under subsection (1), the board of variance may order that a minor variance be permitted from the requirements of the bylaw, or that the applicant be exempted from section 911 (5), if the board of variance

- (a) has heard the applicant and any person notified under subsection (4),
- (b) finds that undue hardship would be caused to the applicant if the bylaw or section 911 (5) is complied with, and
- (c) is of the opinion that the variance or exemption does not

- (i) result in inappropriate development of the site,
- (i.1) adversely affect the natural environment,
- (ii) substantially affect the use and enjoyment of adjacent land,
- (iii) vary permitted uses and densities under the applicable bylaw, or
- (iv) defeat the intent of the bylaw.

(3) The board of variance must not make an order under subsection (2) that would do any of the following:

- (a) be in conflict with a covenant registered under section 219 of the *Land Title Act* or section 24A of the *Land Registry Act*, R.S.B.C. 1960, c. 208;
- (b) deal with a matter that is covered in a permit under Division 9 of this Part or covered in a land use contract;
- (b.1) deal with a matter that is covered by a phased development agreement under section 905.1 [*phased development agreements*];
- (c) deal with a flood plain specification under section 910 (2);

(Add) Oct 20/87

(Add) Jun 21/07

- (d) apply to a property
- (i) for which an authorization for alterations is required under Part 27,
 - (ii) that is scheduled under section 970.1 (3) (b) or contains a feature or characteristic identified under section 970.1 (3) (c), or
 - (iii) for which a heritage revitalization agreement under section 966 is in effect.

(4) If a person makes an application under subsection (1), the board of variance must notify all owners and tenants in occupation of

- (a) the land that is the subject of the application, and
- (b) the land that is adjacent to land that is the subject of the application.

(5) A notice under subsection (4) must state the subject matter of the application and the time and place where the application will be heard.

(6) The obligation to give notice under subsection (4) must be considered satisfied if the board of variance made a reasonable effort to mail or otherwise deliver the notice.

(7) In relation to an order under subsection (2),

- (a) if the order sets a time within which the construction of the building, structure or manufactured home park must be completed and the construction is not completed within that time, or
 - (b) if that construction is not substantially started within 2 years after the order was made, or within a longer or shorter time period established by the order,
- the permission or exemption terminates and the bylaw or section 911 (5), as the case may be, applies.

(8) A decision of the board of variance under subsection (2) is final.

RS1979-290-962(1), (2), (4) to (7), (9); 1985-79-8; 1987-14-26; 1989-40-161; 1990-53-12; 1992-18-90; 1992-79-7; 1994-43-69; 1994-52-109; 1997-24-9 (B.C.Reg. 354/97); 2000-7-149(b) and (c); 2003-52-384; 2007-6-22 (B.C. Reg. 190/2007).

Extent of damage preventing reconstruction as non-conforming use

902. (1) A person may apply to a board of variance for an order under subsection (2) if the person alleges that the determination by a building inspector of the amount of damage under section 911 (8) is in error.

(2) On an application under subsection (1), the board of variance may set aside the determination of the building inspector and make the determination under section 911 (8) in its place.

(3) The applicant or the local government may appeal a decision of the board of variance under subsection (2) to the Supreme Court.

RS1979-290-962(1)(b), (3), (8); 1985-79-8; 1987-14-26; 1989-40-161; 1990-53-12; 1992-18-90; 1992-79-7; 1994-43-69; 1994-52-109.

Division 7 – Zoning and Other Development Regulation

Zoning bylaws

903. (1) A local government may, by bylaw, do one or more of the following:

- (a) divide the whole or part of the municipality or regional district into zones, name each zone and establish the boundaries of the zones;
- (b) limit the vertical extent of a zone and provide other zones above or below it;
- (c) regulate within a zone
 - (i) the use of land, buildings and other structures,
 - (ii) the density of the use of land, buildings and other structures,
 - (iii) the siting, size and dimensions of
 - (A) buildings and other structures, and
 - (B) uses that are permitted on the land, and
 - (iv) the location of uses on the land and within buildings and other structures;
- (d) regulate the shape, dimensions and area, including the establishment of minimum and maximum sizes, of all parcels of land that may be created by subdivision, in which case
 - (i) the regulations may be different for different areas, and

MEMORANDUM



DATE : July 21st, 2014

TO : Council

FROM : Corporate Services

SUBJECT: Estimated Cost to holding a referendum outside of an election.

SUMMARY:

At their June 23rd, Regular Meeting, Council directed Staff to research the costs to holding a referendum outside of the General Local Election that would intend to poll the residents of Grand Forks with regard to whether or not the community would be in favour of supporting a deer cull for the area.

FINANCIAL:

The cost of holding a full referendum is made up of polling station rentals, polling staff remuneration, ballots, advertising and miscellaneous forms/stationary, etc. Generally the conducting of referendums is held in conjunction with the general election to avoid duplicating costs for the process. Holding a referendum separate from the general election will require a duplication of costs. Below is an approximation of what a referendum would cost.

Ballots	\$1,700.00
Advertising	\$ 600.00
Staffing Officers	\$1,750.00
Poll Clerks & Registration	\$2,000.00 +
Advance Elections	\$ 700.00
	\$1,000.00

Food	
Venue (<i>eg. Seniors Hall x 3</i>)	\$ 500.00
Supplies	\$ 100.00
Ballot Boxes	\$ 150.00
TOTAL	\$8,500.00

TIMELINES:

Because of the nature of the issue, there is no particular timeline as required for loan authorization bylaws and the 80 day ministry approval process.

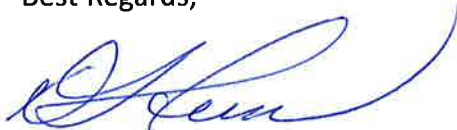
OPTIONS TO REFERENDUM:

Upon speaking with Ministry, an opinion poll such as a question posed to the public on whether or not they support an issue, does NOT require the referendum process. As indicated above, the referendum process is very costly and would be time consuming to Staff especially as Staff will be equally preparing for the general local election as well.

The following are other options which Council may consider:

- 1) WEBSITE SURVEY – The City could provide a survey question on its web page for residents to respond to.
- 2) DOOR TO DOOR – A poll question could be posed to the general public by going door to door
- 3) IN CONJUNCTION WITH GENERAL LOCAL ELECTION – A question could be placed on the ballots. If in conjunction with the Election, additional advertising would be required (approximately \$400.) which at that point, would be legislatively required.

Best Regards,



Diane Heinrich
Corporate Officer/Chief Elections Officer

TO: Management, City of Grand Forks B.C.

RECEIVED

JUN 25 2014

June 20, 2014

Re: Street Mobile Literature Display Cart



Grand Forks B.C. Cart



Naniamo B.C. Displays

Dear City Council Members:

As the World around us gets more complex and worrisome more and more people around the Globe look for answers and guidance from the Bible. As a free public service to our Communities, "Jehovah's Witnesses" have dedicated their time and energy in educating those interested in the Bible and it's positive message Worldwide.

In many Cities and Towns around world, public Carts and stands have been set up for people to receive free literature in high traffic areas. Some of these areas include transportation hubs, public squares, parks, busy streets, shopping malls, College campuses, airports, and locations for annual events.

(View JW.org For more information of our work.)

The Congregation of Jehovah's Witnesses in Grand Forks has acquired a small movable Cart for this use. Well dressed individuals will be assigned, not to proselytize, but to monitor the Cart with respect to vandalism and welcome those to take the information FREE. We are very conscious of not blocking store fronts and businesses and are very aware of these concerns.

We are asking those in charge of the City of Grand Forks for their help in suggesting "Downtown" areas where we can set up this Cart for this public service. We have already tried it on an experimental basis; such as shown above on the Corner of 3rd and Market, away from any store fronts, and was well received. It will be set up on regular days for a couple hours, 2 days a week.

Please contact either Wayne Shiloff @ 250-442-5982, 7662 21st Street, Grand Forks, BC, V0H1H2 or John Vabuolas @ 250-442-5190.

Yours truly,

Wayne Shiloff

John Vabuolas

FILE CODE

WE3
4

Jehovah's Witnesses
57 - Cart Information

From: [REDACTED] gene koch <a3a16657@gmail.com>

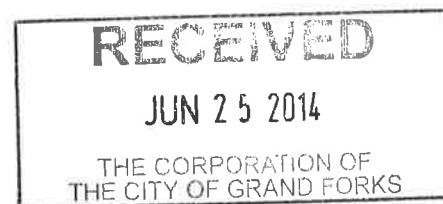
Jun-24-14 3:28:07 PM [REDACTED]

Subject: Fwd: Cranbrook area

To: [REDACTED] Info City of Grand Forks

Attn: Doug Allin, mayor, and council.

below is the data available which i referred too at the morning meeting
on june 23rd.



the site attached, gives details at to what other communities are doing
to achieve water reduction targets without the use of a expensive metering
program.

enclosed is a list of multiple communities from Cranbrook west,
that are working toward the reduction of water.

on the left side of the attached link is a list of each individual community's name and it will give a list of
what has been done, and what they continue to work on, and the reduction in water savings already
achieved.

when you open up each individual town's site, the main thrust of what
they have and are achieving is based first and foremost on putting
in place methods of finding and repairing leaks, and finding ways the cities
can cut back on their own water usage, watering of parks, and more.

with equal importance is the implementation of educating the public,
along with the help of what are called "water ambassadors"

i only find castlegar that has or is installing water meters.

all others are able to reach water reduction goals without the expensive
cost of meters and their follow up maintenance costs.

once you have been able to review this information, i would look forward
to an open forum discussion and a expect the approach followed by the
communities covered in the enclosed report.
and expect council would embrace a lower cost approach and grand forks

FILE CODE

WE3

Koch, Gene -
C/O - Cranbrook Area
(Water...) Water Smart
Page 91 of 218

could be the beneficiary of water reduction not unlike the communities covered in this report.

waiting your reply

gene koch

To: gene koch <A3A16657@gmail.com>

<https://www.cbt.org/watersmart/cm-cranbrook.asp>

Columbia Basin Water Smart



[Home](#)

[Why Conserve](#)

[What Can I Do](#)

[About Water Smart](#)

[Water Smart Ambassadors](#)

[What's New](#)

[Contact](#)

Your Community

[Castlegar](#)

[Cranbrook](#)

[Creston](#)

[Edgewater \(RDB\)](#)

[Elkford](#)

[Erickson \(RDC\)](#)

[Fernie](#)

[Fruitvale-Beaver Valley Water Service](#)

[Golden](#)

[Kaslo](#)

[Kimberley](#)

[Montrose](#)

[Nakusp](#)

[Nelson](#)

[Radium Hot Springs](#)

[Revelstoke](#)

[Rossland](#)

[Salmo](#)

[Socan](#)

[Sparwood](#)

[Tobacco Plains](#)

[Trail](#)

[Valemount](#)

[Local Government Resources](#)



**Did you Receive
One of These?**

[Click Here
For Details](#)

The City of Cranbrook is committed to water conservation. As a participant in the Columbia Basin Water Smart Initiative, Cranbrook is committed to achieving a 20% reduction in water use by 2015.

From 2009 to 2012 the City of Cranbrook has already achieved an 11% decrease in community water demand, equivalent to 552 ML or 552,000,000 litres of water saved annually.

For more details click here (or see below).

The graph shows how water use in Cranbrook increases in spring and summer. This is the period known as "peak demand," when a community's water use is at it's highest. Lawn watering is the main contributor to peak demand.

By reducing peak demand, we reduce our impact on water supply, distribution and treatment infrastructure and on the environment.

Cranbrook's success in reducing water consumption is mirrored by many other communities participating in the Columbia Basin Water Smart Program. From 2009 to 2012, Water Smart Communities have reduced gross annual demand by an average of 12%.

What's working in Cranbrook?

- Major savings were the result of improved water loss management practices including improved data analysis, and active leak location and repair (leaks in the drinking water system).
- Participation in ongoing water loss management training on night flow analysis, district metered areas, pressure management, and AWWA water audits.
- Additional savings can be attributed to public outreach and education, and to improvements in metering within the municipal distribution system.

What are the best opportunities for future reductions?

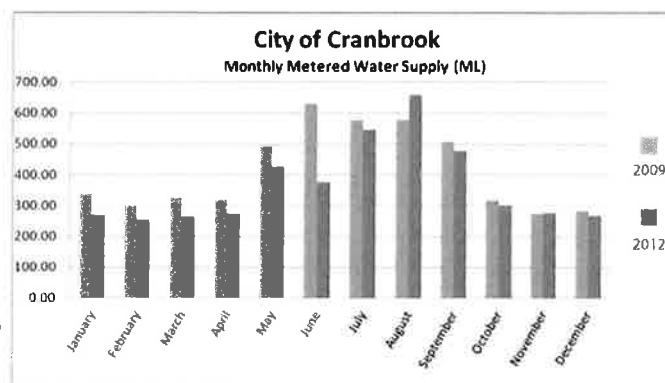
- Ongoing implementation of an effective water loss management program for the municipal distribution system.
- Ongoing public outreach and education targeting reductions to peak water demand (irrigation) and residential and Industrial, Commercial, Institutional (ICI) connections.

Where Your Drinking Water Comes From

The City of Cranbrook gets its drinking water from Gold Creek and Joseph Creek, which provide sufficient water supply for the city's current needs. Water use in Cranbrook increases dramatically in the summer-but this doesn't mean we should only reduce outdoor water use. Rather, when we reduce our indoor water use, we reduce Cranbrook's average daily demand.

WATER SMART CRANBROOK

[Click here to learn about our Water Smart Ambassador Program](#)





Meet Brittny, Cranbrook's Water Smart Ambassador.

The Water Smart Ambassador program aims to reduce outdoor water use in the summer as it

accounts for a significant percentage of the annual water demand in the Basin. Water Smart Ambassadors will be educating residents by offering free Lawn and Garden Water Assessments to help residents better understand outdoor watering requirements and efficient water use.

What is a lawn and garden water assessment?

Your Water Smart Ambassador will assess your lawn and garden water needs by doing a soil and landscape analysis.

In 30 minutes the ambassador will:

- assess your soil conditions;
- identify current watering practices and look for ways to conserve water;
- determine the watering needs of the landscape;
- assess your manual or automatic watering system and make changes to increase efficiencies; and
- set up your free garden hose timer!

Free Garden Hose Timer and Rain Gauge

Book an appointment for a free Lawn and Garden Water Assessment and get a FREE garden hose timer and rain gauge. Call your Water Smart Ambassador at 250 921 4756.

What is a hose timer?

A hose timer attaches to your garden hose and turns it off after a set amount of time.

What is a rain gauge?

Measures the amount of precipitation during a rainfall.

*Rain sensor does not include installation.



The flag was placed on your lawn to remind you that the City of Cranbrook has watering restrictions in place as a means to lower peak demand

Watering Restrictions for Cranbrook

- Even numbered properties water on Monday, Thursday and Saturday
- Odd numbered properties water on Tuesday, Friday and Sunday.
- No one waters on Wednesday.
- Watering times are 4am to 11am and 7pm to 11pm.

Book your appointment by calling 1.250.919.2651

More Information

Here is some more detailed information on water use in Cranbrook.

Indicator	Cranbrook 2012	Cranbrook 2011	Cranbrook 2010	Cranbrook 2009	Basin- wide ^[1] 2012	B.C. ^[2] 2009
Total Average Daily Flow (Total water use / service population including leakage)	631 lpd ^[3]	665 lpd	609 lpd	708 lpd	933 lpd (average)	606 lpd (average)
Average Residential Demand (Indoor and outdoor combined)	387 lpd (estimate) ^[4]	Unknown	Unknown	Unknown	Unknown	353 lpd ^[5]
Average Residential Demand ^[6] (Indoor only)	Unknown	Unknown	Unknown	Unknown	230 lpd (estimate)	Unknown
2015 water conservation target	-20%	-20%	-20%	-20%	-20%	-
Change in gross demand from	-11%	-7%	-14%	-	-14%	

2009						
Change in gross demand from 2009	-552 ML	-359 ML	-703 ML	-	-4,195ML	-

[1] Including 19 of the 23 participating Water Smart communities; data known to be unreliable or unavailable has been omitted from the overall analysis.

[2] Environment Canada. pp. 6. 2011 Municipal Water Use Report. Municipal Water Use 2009 statistics.

[3] lpd = litres per capita per day

[4] 2012 Veritec IWA Water Audit (flow monitoring through Mount Royal neighbourhood)

[5] Environment Canada. pp. 6. 2011 Municipal Water Use Report. Municipal Water Use 2009 statistics.

[6] Note: 350+ lpd is considered a 'high use home'; 200 lpd would be the expected demand in a home built to current building code standards; and 150 lpd is considered an achievable conservation target for per capita water demand in BC.



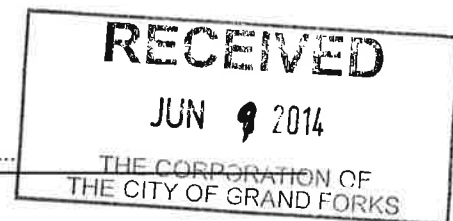
Columbia Basin Trust supports efforts by the people of the Basin to create a legacy of social, economic and environmental well-being and to achieve greater self-sufficiency for present and future generations.

Custom Web Design



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From: [REDACTED] <info@civicinfo.bc.ca> June-06-14 11:36:10 AM [REDACTED]
Subject: 2014 UBCM Convention - Meeting Requests with Premier Christy Cl...
To: [REDACTED] "CivicInfo BC" <info@civicinfo.bc.ca>
Bcc: [REDACTED] Info City of Grand Forks
Attachments: [REDACTED] Letter from Premier Christy Clark to Mayors and Regional Di.pdf ...



This message is being sent by CivicInfo BC to all UBCM Member Municipalities and Regional Districts on behalf of the Honourable Christy Clark, Premier.

Subject: 2014 UBCM Convention – Meeting Requests with Premier Christy Clark and Provincial Cabinet Ministers
Intended Recipient(s): Mayors/Regional District Chairs/Islands Trust Chair/CAOs and cc: Administrative Assistants and General Email
Attachments: One (1) plus message below

If you have received this message in error, we ask that you forward it along to the appropriate person in your office.

Please see the attached letter from Premier Christy Clark with regards to this year's UBCM Convention. The letter outlines the process for requesting a meeting with the Premier and Cabinet Ministers.

This year's online form will be available on Monday, June 16, 2014 at <http://www.fin.gov.bc.ca/UBCM/>, and the invitation code is **MeetingRequest2014** and it is case sensitive.

Please note as in previous years, meetings with the Minister of Community, Sport and Cultural Development are scheduled directly with that Ministry. You will be receiving a letter in the near future as to their meeting request process.

If you have any questions, please contact the Premier's UBCM Meeting Request Coordinator, Tara Zwaan at 1-604-775-1600.

The information transmitted herein is confidential and may contain privileged information. It is intended solely for the person or entity to which it is addressed. Any review, retransmission, dissemination, taking of any action in reliance upon, or other use of this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please notify the sender and delete or destroy all digital and printed copies.

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WE3-13- Meeting Requests with Premier Christy Clark
Page 97 of 218

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BRITISH
COLUMBIA

June 6, 2014

Dear Mayors and Regional District Chairs:

As we prepare for the upcoming 2014 UBCM Convention in Whistler this September, I wanted to let you know that my caucus colleagues and I are once again looking forward to listening to the discussions around the issues and initiatives that affect your communities. Our work depends on your input and insight, and my colleagues and I will be there to learn about your priorities.

The theme of the 2014 Convention, *Leading Edge Local Governance*, is definitely fitting for our province as we take advantage of the once-in-a-lifetime liquefied natural gas opportunity. The Convention will certainly bring forward inspiring discussions, debate and decisions on how best to move to a brighter future for all British Columbians. I look forward to participating.

If you would like to request a meeting with me or a Cabinet Minister on a specific topic during this year's convention, please fill out the online form at www.fin.gov.bc.ca/UBCM/. The invitation code is MeetingRequest2014 and it is case sensitive.

It'll be great to see you at the UBCM Convention – a wonderful opportunity to connect and share ideas to make BC meet its goal for a secure tomorrow for all British Columbians in all regions of the province. If you have any questions, please contact my UBCM Meeting Request Coordinator, Tara Zwaan, at 604-775-1600.

Sincerely,

A handwritten signature in black ink, reading "Christy Clark". The signature is fluid and cursive, with the first name "Christy" and the last name "Clark" clearly distinguishable.

Christy Clark
Premier

From: [REDACTED] <info@civicinfo.bc.ca> June-12-14 11:25:58 AM [REDACTED]
Subject: 2014 UBCM Convention - Meeting Requests with Minister of Commu...
To: [REDACTED] "CivicInfo BC" <info@civicinfo.bc.ca>
Bcc: [REDACTED] Info City of Grand Forks
Attachments: [REDACTED] Letter from the Minister of Community Sport and Cultural De.pdf /...

RECEIVED

JUN 13 2014

THE CORPORATION OF
THE CITY OF GRAND FORKS

This message is being sent by CivicInfo BC to all UBCM Member Municipalities and Regional Districts on behalf of the Minister of Community, Sport and Cultural Development.

Subject: 2014 UBCM Convention – Meeting Requests with Minister of
Community, Sport and Cultural Development
Intended Recipient(s): Mayors/Regional District Chairs/ Islands Trust Chair/CAOs
cc: Administrative Assistants and General Email
Attachments: One (1) plus message below.

If you have received this message in error, we ask that you forward it to the appropriate person in your office.

Please see the attached letter from the Minister of Community, Sport and Cultural Development with regards to the 2014 UBCM Convention. The letter outlines the process for requesting a meeting with Minister Oakes, as well as with provincial government, agency, commission and corporation staff.

This year's online meeting request form will be available starting Monday, June 16, 2014 at: CSCD Minister's Meeting.

If you have any questions, please contact Danielle Woodcock at 1-250-387-9108 or Cristina Scott at 1-250-387-4013, 2014 CSCD-UBCM Meeting Coordinators, or via email at CSCD.UBCM.MeetingRequests@gov.bc.ca.

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CivicInfo BC makes no representations or warranties whatsoever, either expressed or implied, with respect to the accuracy, reliability or suitability for any purpose, of the information contained or referenced in this message.

FILE CODE

WE3, Meeting Requests with
UBCM - Min. of Community Sport
& Cultural Dev. Page 101 of 218



June 11, 2014

Dear Mayors and Chairs:

I am pleased to inform you of opportunities to schedule appointments with me at the upcoming annual UBCM Convention taking place in Whistler, September 22 to 26, 2014.

You will have recently received a letter from Honourable Christy Clark, Premier, containing information about the online process for requesting a meeting with Premier Clark and other Cabinet Ministers. I am pleased to provide you with information regarding the process for requesting a meeting with me, as well as with provincial government, agency, commission and corporation staff.

If you would like to meet with me at the Convention, please complete the online form available from **June 16 at: CSCD Minister's Meeting** and submit it to the Ministry of Community, Sport and Cultural Development before **August 15, 2014**. Meeting arrangements will be confirmed by early September. I will do my best to accommodate as many meeting requests as possible. In the event I am unable to meet with you, arrangements may be made for a meeting post-Convention.

Ministry staff will email the provincial appointment book. This lists all government, agency, commission and corporation staff available to meet with delegates at the Convention, as well as details on how to request a meeting online.

I look forward to another productive Convention and working with you in the year ahead.

Sincerely,

Coralee Oakes
Minister

pc: Honourable Christy Clark, Premier
Ms. Rhona Martin, President, Union of British Columbia Municipalities



Administration provided
By UBCM

Funding provided by:
Government of Canada

Canada

In partnership with:
The Province of BC



Gas Tax Program
Services

Local Government House
525 Government St
Victoria BC V8V 0A8

Phone: 250-356-5134
Fax: 250-356-5119

Website:

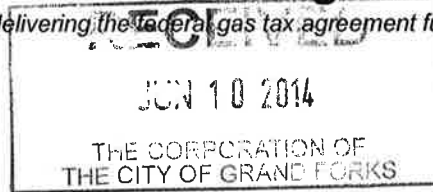
www.ubcm.ca
under
Funding Programs

Renewed Gas Tax Fund

Gas Tax Program Services

...delivering the federal gas tax agreement funding in British Columbia

May 30, 2014



Mayor Brian Taylor
City of Grand Forks
Box 220
Grand Forks, BC V0H 1H0

FILE CODE

*WEB, Gas Tax Program Services-
112-Community Works Fund Agreement
2014-2024*

Dear Mayor Brian Taylor:

Please find enclosed two (2) copies of your Community Works Fund (CWF) Agreement 2014-2024 under the Administrative Agreement on the Federal Gas Tax Fund in British Columbia (Gas Tax Agreement). This Agreement will replace your current 2005-2015 CWF Agreement.

If Council resolves to enter into the Agreement, the Mayor and the Corporate Officer should sign both copies and return both to UBCM, along with a certified Council resolution. Upon receipt, the Union of BC Municipalities (UBCM) will sign and date the Agreement and return one fully executed copy for your records. At that time, and provided UBCM has received your 2013 Gas Tax annual expenditure report, UBCM will release your first of two Community Works Fund payments for 2014 in the amount of \$105,050.31. Your second payment is expected to be released by December 2014 and payments will continue in a semi-annual basis over the term of the 2014-2024 CWF Agreement.

The CWF will continue to provide dedicated long-term predictable federal funding to local governments for investments in capital and capacity building projects. Local governments will continue to make local choice on which eligible projects to fund through this program.

UBCM will also be making an additional payment towards CWF funding from interest accumulated over the term of the first Gas Tax Agreement (2005 – present). It is expected that this payment will see an additional \$8 million allocated to BC Local Governments over the next two years of funding, and will coincide with your regular CWF payment starting July 2014.

Any CWF funding that you still have as unspent through CWF payments from 2005-2013 will be considered funds under your new CWF Agreement and any obligations outlined in the new Agreement will take effect for those funds upon completion of your 2013 Gas Tax annual expenditure report.

The renewed Gas Tax Agreement can be found on the UBCM website at www.ubcm.ca under the Funding Programs, Renewed Gas Tax Agreement tab.

Please feel free to contact Brant Felker, Gas Tax Policy & Program Manager if you have any questions about CWF or other programs under the Gas Tax Agreement. Brant can be reached by e-mail at bfelker@ubcm.ca or by phone at 250-356-0893.

Yours truly, ..

A handwritten signature in black ink, appearing to read "Rhona Martin". The signature is fluid and cursive, with the first name "Rhona" being more prominent than the last name "Martin".

Rhona Martin
UBCM President

2014-2024 COMMUNITY WORKS FUND AGREEMENT
under the
ADMINISTRATIVE AGREEMENT
ON THE FEDERAL GAS TAX FUND IN BRITISH COLUMBIA

This Agreement made as of _____, 201__,

BETWEEN:

City of Grand Forks (the Local Government)

AND

The **UNION OF BRITISH COLUMBIA MUNICIPALITIES** (UBCM) as continued by section 2 of the *Union of British Columbia Municipalities Act* RSBC 2006, c.1, as represented by the President

WHEREAS:

- A. Canada, British Columbia and UBCM wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities;
- B. Canada, British Columbia and UBCM have entered into the Agreement setting out the roles and responsibilities of the Parties for the administration of the Federal Gas Tax Fund (GTF) in British Columbia;
- C. The Agreement provides for delivery of funding that may be received by UBCM from Canada, including interest thereon, through three programs, one of which is Community Works Fund;
- D. The Agreement sets out the purpose, terms and conditions of the Community Works Fund, and requires that in order to receive Community Works Fund funding, a Local Government must sign a Funding Agreement with UBCM;

NOW THEREFORE, in consideration of the mutual promises herein, UBCM and the Local Government agree as follows:

1. PURPOSE

The purpose of this Community Works Fund Agreement is to set out the roles and responsibilities of the Local Government and UBCM related to any Community Works Fund funds that may be delivered to the Local Government by UBCM:

2. SCHEDULES

The following Schedules, originating in whole or part from the Agreement, are attached to and form part of this Community Works Fund Agreement:

- Schedule A - Definitions
- Schedule B - Eligible Project Categories
- Schedule C - Eligible and Ineligible Expenditures

Schedule D - Reporting and Audits
Schedule E - Communications Protocol

3. ROLE OF UBCM

3.1 UBCM has, pursuant to the Agreement, agreed with Canada and British Columbia to:

- A. receive GTF funding from Canada and allocate funds so received from Canada pursuant to the Agreement, including allocating Community Works Funds to the Local Government to be spent on Eligible Projects and Eligible Expenditures in accordance with the terms and conditions of this Community Works Fund Agreement;
- B. report to Canada and British Columbia, including Annual Reports and Outcome Reports, as required by the Agreement; and
- C. fulfill other roles and responsibilities as set out in the Agreement.

4. CONTRIBUTION PROVISIONS

- 4.1 Over the term of this Community Works Fund Agreement, UBCM will pay the Local Government its annual allocation within 30 days of receipt of such funds from Canada.
- 4.2 Payments under section 4.1 are subject to UBCM receiving sufficient GTF funds from Canada, and Local Government compliance with this Community Works Fund Agreement and any other Funding Agreement under the First Agreement.
- 4.3 Annual allocation is based on a formula set out in section 3.4 of Annex B of the Agreement. In the first year of this Community Works Fund Agreement, the Local Government will receive \$210,100.63, in two equal instalments which, subject to section 4.2, are expected to be delivered in the month following July 15 and November 15, 2014.
- 4.4 Annual allocation to the Local Government for all subsequent years under this Community Works Fund Agreement continue to be based on the funding formula set out in the Agreement, but are subject to change by UBCM from the amount set out in section 4.3 due to such circumstances as local government boundary changes and new Local Government incorporations, changes in Census populations and changes in amounts that may be received by UBCM from Canada.
- 4.5 Timing of payments in subsequent years under this Community Works Fund Agreement to the Local Government by UBCM are subject to change due to any changes in timing of payments to UBCM by Canada.

5. USE OF FUNDS BY LOCAL GOVERNMENT

- 5.1 Any GTF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government must be used by the Local Government in accordance with this Community Works Fund Agreement, including specifically Section 6. (Commitments of the Local Government).
- 5.2 Any GTF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government will be treated as federal funds with respect to other federal infrastructure programs.

6. COMMITMENTS OF THE LOCAL GOVERNMENT

- 6.1 The Local Government shall:
- A. Ensure that any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon are expended and used in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
 - B. Treat any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon as federal funds with respect to other federal infrastructure programs.
 - C. Over the term of this Community Works Fund Agreement, ensure that any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon result in incremental spending as measured by the methodology, which will include a Base Amount, approved by the Partnership Committee.
 - D. Comply with all Ultimate Recipient requirements outlined in Schedule E (Communications Protocol).
 - E. During the term of this Community Works Fund Agreement work to strengthen Asset Management, in accordance with the Asset Management framework developed by the Partnership Committee.
 - F. Invest, in a distinct account, GTF funding received from UBCM in advance of paying Eligible Expenditures.
 - G. With respect to Contracts, award and manage all Contracts in accordance with the Local Government's relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
 - H. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
 - I. Submit a report to UBCM, in a format acceptable to UBCM, by June 1 in each year, which includes:
 - GTF transactions of the Local Government for the previous calendar year, in sufficient detail to allow UBCM to produce the Annual Report required by Schedule D (Reporting and Audits);
 - a declaration from the Chief Financial Officer that the Local Government has complied with all Funding Agreements between it and UBCM; and

- any other information required by UBCM to fulfill its responsibilities under the Agreement, including, but not limited to project outcomes in relation to anticipated program benefits, expenditures made for tangible capital assets, and progress made towards Asset Management improvements.

J. Allow Canada and UBCM reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of any Unspent Funds and any GTF funding, as well as any interest earned thereon, and all other relevant information and documentation requested by Canada or UBCM or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Community Works Fund Agreement.

K. Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from GTF funding, Unspent Funds and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

L. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada or UBCM.

M. Ensure actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada, British Columbia, or UBCM and the Local Government, or between Canada, British Columbia, or UBCM and a Third Party.

N. Ensure the Local Government does not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada, British Columbia or UBCM.

O. Ensure that the Local Government will not, at any time, hold the Government of Canada or British Columbia or any of their respective officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada or British Columbia and their respective officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the negligence of an officer, employee, or agent of Canada in the performance of his or her duties.

P. Ensure that the Local Government will not, at any time, hold UBCM or any of its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate UBCM and its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the act of negligence of an officer, employee, or agent of UBCM in the performance of his or her duties.

Q. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Agreement will extend beyond such expiration or termination.

7. TRANSITION

- 7.1 As of the effective date of this Community Works Fund Agreement, the First Community Works Fund Agreement is terminated.
- 7.2 Notwithstanding section 7.1, the Parties agree that prior to its termination, the First Community Works Fund Agreement is amended to add to section 6.2 of that agreement: Schedule A (Eligible Project Categories and Project Examples); Schedule B (Eligible Costs for Eligible Recipients) and Schedule E (Reporting and Audit).
- 7.3 Notwithstanding section 7.1, the Parties agree that the survival rights and obligations in Section 6.2 of the First Community Works Fund Agreement (including those added to that section by virtue of Section 7.2), and any other section of the First Community Works Fund Agreement that is required to give effect to that survival section, will continue to apply beyond the termination of the First Community Works Fund Agreement subject to the following:
- A. Regardless of any wording in the First Community Works Fund Agreement with another effect, Unspent Funds, including interest earned thereon, will, as of the effective date of this Community Works Fund Agreement, be subject to this Community Works Fund Agreement;
 - B. Unspent Funds that fall within the reporting period of the 2013 Annual Expenditure Report (as defined in the First Community Works Fund Agreement) will be reported by the Local Government to UBCM in accordance with the First Community Works Fund Agreement;
 - C. Unspent Funds that fall within the reporting period that includes January 1, 2014 to the effective date of this Community Works Fund Agreement will be reported by the Local Government to UBCM in accordance with this Community Works Fund Agreement;
 - D. The survival of the reporting obligations under Section 3.2 and section 1.1 of Schedule E (Reporting and Audits) of the First Community Works Fund Agreement extends only until these obligations are fulfilled by the Local Government for the 2013 reporting year, after which, the reporting obligations under Section 6.1(i) and Schedule D of this Community Works Fund Agreement will apply; and
 - E. Any matters that Section 3.1 (iv) and Schedule G of the First Community Works Fund Agreement would have applied to will be dealt with under Section 6.1(d) and Schedule E (Communications Protocol) of this Community Works Fund Agreement.

8. TERM

This Community Works Fund Agreement will be effective as of April 1, 2014 and will be in effect until March 31, 2024 unless the Parties agree to renew it. In the event where this Community Works Fund Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon held by the Local Government, that have not been expended on Eligible Projects or other expenditures authorized by this Community Works Fund Agreement as of March 31, 2024 will nevertheless continue to be subject to this Community Works Fund Agreement until such time as may be determined by the Parties.

9. SURVIVAL

The rights and obligations, set out in Sections 5.1, 5.2 and 6.1 will survive the expiry or early termination of this Community Works Fund Agreement and any other section which is required to give effect to the termination or to its consequences shall survive the termination or early termination of this Community Works Fund Agreement.

10. AMENDMENT

The Local Government acknowledges that the Agreement may from time to time be amended by agreement of Canada, British Columbia and UBCM and if and whenever such amendments to the Agreement are made, the Local Government agrees that UBCM may require this Community Works Fund Agreement to be amended to reflect, at the sole discretion of UBCM, the amendments made to the Agreement. Where UBCM requires this Community Works Fund Agreement to be so amended, it will provide to the Local Government notice in writing of the amendments it requires. Such amendments shall form part of this Community Works Fund Agreement and be binding on the Local Government and UBCM thirty (30) days after such notice, unless before then the Local Government elects in writing to give written notice of termination of this Community Works Fund Agreement to UBCM.

11. WAIVER

No provision of this Community Works Fund Agreement shall be deemed to be waived by UBCM, unless waived in writing with express reference to the waived provisions and no excusing, condoning or earlier waiver of any default by the Local Government shall be operative as a waiver, or in any way limit the rights and remedies of UBCM or Canada.

12. NO ASSIGNMENT

This Community Works Fund Agreement is not assignable by the Local Government and the Local Government shall not assign, pledge, or otherwise transfer any entitlement to allocation of funds under this Community Works Fund Agreement to any person and shall upon receipt of any allocation of funds hereunder pay and expend such funds thereafter only in accordance with the terms of this Community Works Fund Agreement.

13. NOTICE

Any notice, information or document provided for under this Community Works Fund Agreement must be in writing and will be effectively given if delivered or sent by mail, postage or other charges prepaid, or by facsimile or email. Any notice that is delivered will have been received on delivery; and any notice mailed will be deemed to have been received eight (8) calendar days after being mailed.

Any notice to UBCM will be addressed to:

Executive Director
525 Government Street
Victoria, British Columbia
V8V 0A8
Facsimile: 250 356-5119
Email: ubcm@ubcm.ca

Any notice to the Local Government will be addressed to:

The Corporate Officer at the place designated as the Local Government office.

SIGNATURES

This Community Works Fund Agreement has been executed on behalf of the Local Government by those officers indicated below and each person signing the agreement represents and warrants that they are duly authorized and have the legal capacity to execute the agreement.

City of Grand Forks

Original signed by:

Mayor

Corporate Officer

Signed by City of Grand Forks on the
_____ day of _____, 201__.

UNION OF BC MUNICIPALITIES

Original signed by:

Corporate Officer

General Manager, Victoria Operations

The Community Works Fund Agreement have
been executed by UBCM on the _____ day
of _____, 201__.

Schedule A – Definitions

“Agreement” means the Administrative Agreement on the Federal Gas Tax Fund in British Columbia.

“Annual Report” means the duly completed annual report to be prepared and delivered by UBCM to Canada and British Columbia, as described in Schedule D (Reporting and Audits).

“Asset Management” (AM) includes planning processes, approaches or plans that support integrated, lifecycle approaches to effective stewardship of infrastructure assets in order to maximize benefits and manage risk. AM is further described in Schedule F (Asset Management) of the Agreement, and can include:

- an inventory of assets;
- the condition of assets;
- level of service;
- risk assessment;
- a cost analysis;
- community priority setting;
- long-term financial planning.

“Base Amount” means an amount established over a time-period, reflecting non-federal investments in Infrastructure and against which GTF investments will be measured to ensure that GTF investments are incremental.

“Chief Financial Officer” means in the case of a municipality, the officer assigned financial administration responsibility under S. 149 of the *Community Charter*, and in the case of a Regional District, the officer assigned financial administration responsibility under S. 199 of the *Local Government Act*, R.S.B.C. 1996, c.323.

“Communications Protocol” means the protocol by which all communications activities related to GTF funding will be delivered as described in Schedule E (Communications Protocol).

“Community Works Fund” means the fund provided from the Federal gas tax revenues to be dispersed to local governments based on a percentage of the per capita allocation for local spending priorities in accordance with the terms and conditions set out in the Agreement.

“Community Works Fund Agreement” means this Agreement made between UBCM and Local Government.

“Contract” means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories).

“First Agreement” means the agreement for the transfer of federal gas tax revenues entered into on September 19, 2005 by the Government of Canada, British Columbia and UBCM, with an expiry date of March 31, 2019, as amended.

“First Community Works Fund Agreement” means the agreement entered between UBCM and Local Government in order to administer the Community Works Fund under the First Agreement.

“Funding Agreement” means an agreement between UBCM and an Ultimate Recipient setting out the terms and conditions of the GTF funding to be provided to the Ultimate Recipient as entered under the First Agreement or the Agreement.

“GTF” means the Gas Tax Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to recipients under section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, or any other source of funding as determined by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

“Infrastructure” means municipal or regional, publicly or privately owned tangible capital assets in British Columbia primarily for public use or benefit.

“Local Government” means a municipality as defined in the *Community Charter* [SBC 2003] Chapter 26, a regional district as defined in the *Local Government Act* [RSBC 1996] Chapter 323, and the City of Vancouver as continued under the *Vancouver Charter* [SBC 1953] Chapter 55.

“Outcomes Report” means the report to be delivered by March 31, 2018 and again by March 31, 2023 by UBCM to Canada and British Columbia which reports on how GTF investments are supporting progress towards achieving the program benefits, more specifically described in Schedule D (Reporting and Audits).

“Partnership Committee” means the Committee required to be established by the Agreement to govern the implementation of the Agreement and further described in Annex C of the Agreement.

“Party” means Canada, British Columbia or UBCM when referred to individually and collectively referred to as “Parties”.

“Third Party” means any person or legal entity, other than Canada, British Columbia, UBCM or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

“Ultimate Recipient” means a Local Government.

“Unspent Funds” means Funds (as defined by the First Agreement) that have not been spent towards an Eligible Project (as defined under the First Agreement) prior to the effective date of the Agreement.

Schedule B – Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

A. Local roads, bridges – roads, bridges and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).

B. Highways – highway infrastructure.

C. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.

D. Short-line rail – railway related infrastructure for carriage of passengers or freight.

E. Regional and local airports – airport-related infrastructure (excludes the National Airport System).

F. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.

G. Public transit – infrastructure that supports a shared passenger transport system which is available for public use.

H. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems.

I. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems.

J. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.

K. Community energy systems – infrastructure that generates or increases the efficient usage of energy.

L. Brownfield Redevelopment – remediation or decontamination and redevelopment of a brownfield site within Local Governments boundaries, where the redevelopment includes:

- the construction of public infrastructure as identified in the context of any other eligible project category under the GTF, and/or;
- the construction of Local Government public parks and publicly-owned social housing.

M. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Western Hockey League)).

N. Recreational infrastructure – recreational facilities or networks.

O. Cultural infrastructure – infrastructure that supports arts, humanities, and heritage.

P. Tourism infrastructure – infrastructure that attract travelers for recreation, leisure, business or other purposes.

Q. Disaster mitigation – infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Eligible Projects also include:

R. Capacity building – includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

Schedule C – Eligible and Ineligible Expenditures

1. ELIGIBLE EXPENDITURES

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

A. the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;

B. for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:

- studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
- training directly related to asset management planning; and,
- long-term infrastructure plans.

C. the expenditures directly associated with joint communication activities and with federal project signage for GTF-funded projects.

1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- the arrangement is approved in advance and in writing by UBCM.

1.3 Administration expenses of UBCM related to program delivery and implementation of this Agreement, in accordance with Section 9 (Use and Recording of Funds by UBCM) of Annex B (Terms and Conditions).

2. INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

- A. project expenditures incurred before April 1, 2005;
- B. project expenditures incurred before April 1, 2014 for the following investment categories:
 - highways;
 - regional and local airports;
 - short-line rail;
 - short-sea shipping;
 - disaster mitigation;
 - broadband connectivity;
 - brownfield redevelopment;
 - cultural infrastructure;
 - tourism infrastructure;
 - sport infrastructure; and
 - recreational infrastructure.
- C. the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- D. taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- E. purchase of land or any interest therein, and related costs;
- F. legal fees; and
- G. routine repair and maintenance costs.

Schedule D –Reporting and Audits

1. REPORTING

Reporting requirements under the GTF will consist of an Annual Report and an Outcomes Report that will be submitted to Canada and British Columbia for review and acceptance. The reporting year is January 1st to December 31st.

1.1 ANNUAL REPORT

By September 30th of each year, UBCM will provide to Canada and British Columbia an Annual Report in an electronic format deemed acceptable by Canada consisting of the following in relation to the previous reporting year:

Financial Report Table: The financial report table will be submitted in accordance with the following template.

Annual Report Financial Table	Annual	Cumulative
	20xx - 20xx	2014 - 20xx
UBCM		
Opening Balance ¹¹³	\$xxx	
Received from Canada	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Administrative Cost	(\$xxx)	(\$xxx)
Transferred to Ultimate Recipients	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	
Ultimate Recipients in aggregate		
Opening Balance ¹¹⁴	\$xxx	
Received from UBCM	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Spent on Eligible Expenditures	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	

¹¹³ For the 2014 Annual Report this means the amount reported as unspent by UBCM the 2013 Annual Expenditure Report (as defined under the First Agreement).

¹¹⁴ For the 2014 Annual Report this means the amount reported as unspent by Eligible Recipients (as defined under the First Agreement) in the 2013 Annual Expenditure Report (as defined under the First Agreement).

Independent Audit or Audit Based Attestation:

UBCM will provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by British Columbia and UBCM, as to:

- A. the accuracy of the information submitted in the Financial Report Table; and
- B. that Funds were expended for the purposes intended.

Project List

UBCM will maintain, and provide to Canada and British Columbia a project list submitted in accordance with the following template.

Annual Report - GTF Project List Template

Project ID	Ultimate Recipient	Project Title	Project Description	Investment category	Total Project Cost	Funds (GTF) Spent	Completed

1.2 OUTCOMES REPORT

By March 31, 2018 and March 31, 2023, UBCM will provide to Canada and British Columbia and make publicly available, an Outcomes Report that will report in aggregate on the degree to which investments are supporting the progress in British Columbia towards achieving the following program benefits:

- A. Beneficial impacts on communities of completed Eligible Projects;
- B. Enhanced impact of GTF as a predictable source of funding including incremental spending; and
- C. Progress made on improving Local Government Asset Management.

The Outcomes Report will present performance data and a narrative on program benefits. The partnership committee will develop and approve a methodology for reporting on performance in respect of each of the program benefits

2. AUDITS

Canada may, at its expense, carry out any audit in relation to the Agreement, and for this purpose, reasonable and timely access to all documentation, records and accounts that are related to the Agreement and the use of GTF funding, and any interest earned thereon, and to all other relevant information and documentation requested by Canada or its designated representatives, will be provided to Canada and its designated representatives by:

- British Columbia and UBCM, as applicable, where these are held by British Columbia, UBCM, or their respective agents or Third Parties; and
- Ultimate Recipients where these are held by the Ultimate Recipient or a Third Party or their respective agents.

Canada may, at its expense, complete a periodic evaluation of the GTF to review the relevance and performance (i.e. effectiveness, efficiency and economy) of the GTF. British Columbia and UBCM will provide Canada with information on program performance and may be asked to participate in the evaluation process. The results of the evaluation will be made publicly available.

Schedule E – Communications Protocol

1. PURPOSE

1.1 The provisions of this Communications Protocol apply to all communications activities related to any GTF funding which may be delivered by Canada, including allocations, and Eligible Projects funded under this Agreement. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.

1.2 Through collaboration, the Parties agree to work to ensure clarity and consistency in the communications activities meant for the public.

2. JOINT COMMUNICATIONS APPROACH

2.1 The Parties agree to work in collaboration to develop a joint communications approach that identifies guiding principles, including those related to the provision of upfront project information, project signage, and planned communications activities throughout the year. This joint communications approach will have the objective of ensuring that communications activities undertaken each calendar year communicate a mix of Eligible Project types from both large and small communities, span the full calendar year and use a wide range of communications mediums.

2.2 The Parties agree that the initial annual joint communications approach will be finalized and approved by the partnership committee within 60 working days following the inaugural meeting of the partnership committee.

2.3 The Parties agree that achievements under the joint communications approach will be reported to the partnership committee once a year, or more frequently as requested by the partnership committee.

2.4 The Parties agree to assess the effectiveness of the joint communications approach on an annual basis and, as required, update and propose modifications to the joint communications approach. Any modifications will be brought to the partnership committee for approval.

3. INFORM CANADA ON ALLOCATION AND INTENDED USE OF GTF FUNDING FOR COMMUNICATIONS PLANNING PURPOSES

3.1 UBCM agrees to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. The Parties will agree, in the joint communications approach, on the date this information will be provided. The information will include, at a minimum:

Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; amount of Funds being used toward the Eligible Project; and anticipated start date.

3.2 The Parties agree that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada. This information will only be used for communications planning purposes and not for program reporting purposes.

3.3 The Parties agree that the joint communications approach will define a mechanism to ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements for Eligible Projects.

4. PROJECT SIGNAGE

4.1 The Parties and Ultimate Recipients may each have a sign recognizing their contribution to Eligible Projects.

4.2 At Canada's request, Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.

4.3 Where British Columbia, UBCM or an Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.

4.4 The Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.

4.5 British Columbia or UBCM agree to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approach.

5. MEDIA EVENTS AND ANNOUNCEMENTS FOR ELIGIBLE PROJECTS

5.1 The Parties agree to have regular announcements of Eligible Projects that are benefiting from GTF funding that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.

5.2 Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

5.3 A Party or an Ultimate Recipient may request a media event.

5.4 Media events related to Eligible Projects will not occur without the prior knowledge and agreement of the Parties and the Ultimate Recipient.

5.5 The Party or Ultimate Recipient requesting a media event will provide at least 15 working days' notice to the other Parties or Ultimate Recipient of their intention to undertake such an event. The event will take place at a mutually agreed date and location. The Parties and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. The Parties will each designate their own representative.

5.6 The conduct of all joint media events and products will follow the *Table of Precedence for Canada* as outlined at <http://www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm>.

5.7 All joint communications material related to media events must be approved by Canada and recognize the funding of the Parties.

5.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.

6. PROGRAM COMMUNICATIONS

6.1 The Parties and Ultimate Recipients may include messaging in their own communications products and activities with regard to the GTF.

6.2 The Party or Ultimate Recipient undertaking these activities will provide the opportunity for the other Parties and Ultimate Recipient to participate, where appropriate, and will recognize the funding of all contributors.

6.3 The Parties agree that they will not unreasonably restrict the other Parties or Ultimate Recipient from using, for their own purposes, public communications products related to the GTF prepared by a Party or Ultimate Recipients, or, if web-based, from linking to it.

6.4 Notwithstanding Section 5 (Communications Protocol), Canada retains the right to meet its obligations to communicate information to Canadians about the GTF and the use of funding through communications products and activities.

7. OPERATIONAL COMMUNICATIONS

7.1 The Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

7.2 Canada, British Columbia, UBCM or the Ultimate Recipient will share information promptly with the Parties should significant emerging media or stakeholder issues relating to an Eligible Project arise. The Parties will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

British Columbia and UBCM agree to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, a Party or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the GTF or Eligible Projects. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient agrees to inform the other Parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

INITIATION OF A STRATEGIC PLAN FOR THE WEST KOOTENAY BOUNDARY REGIONAL HOSPITAL DISTRICT

A Proposal from the City of Castlegar

June 26, 2014

Contents

Introduction	1
As a Matter of Fact.....	3
Moving Forward: Dollars and Sense	8
Input from our Communities and Partners	10
Strategy	11
Goals	12
Goal One	12
Goal Two	13
Goal Three	14
Goal Four	15
Goal Five	16
Conclusions.....	18
References.....	19
Appendix A: Draft Mission, Vision, Values for WKBRHD	20
Appendix B: Community Question for Proposed Strategic Plan for the West Kootenay Boundary Regional Hospital District	21
Appendix C: Community Responses to Strategic Plan Initiative 2013/2014	22
City of Trail	23
Village of Montrose	24
Village of Fruitvale	25
City of Grand Forks	26
City of Rossland.....	28
Village of Warfield	31
City of Greenwood.....	32
Village of Midway	34
RDKB Area A.....	35
RDKB Area B.....	36
RDCK Area C.....	38
Village of New Denver	39
Village of Nakusp	40
Village of Slocan	41
Village of Silverton	42
Village of Kaslo.....	44
City of Nelson.....	45

City of Castlegar	46
Village of Salmo	47
RDCK Area A.....	49
RDCK Area D.....	51
RDCK Area E	52
RDCK Area F	54
RDCK Area H.....	55
RDCK Area I.....	57
RDCK Area K.....	58
Appendix D: Summary of Community Responses	59

Figures and Tables

Figure 1 Facilities Condition Index (VFA, 2011)	4
Figure 2 Facilities Condition Index Results for WKBRHD based on data from Interior Health (2013)	5
Table 1 Common Implications of FCI to Housing Portfolios (BC Housing Corp, 2011).....	6
Table 2 Projected FCI Value of Repairs calculated based on data from Interior Health (November 2013)	8
Table 3 Strategic Planning Goals	17

Introduction

Falling Behind

The acute care facilities of the West Kootenay Boundary Regional Hospital District (WKBHRD) are in need of attention and investment. A recent provincial facility assessment study indicates that 15 of the 17 facilities within the region are classified as being critical (BC Housing Corp, 2011). There is compelling evidence to indicate that a program of continued investment in the facilities is necessary.

The report that follows recommends the development of a strategic plan for the region and proposes five initial steps to move forward. The West Kootenay Boundary Regional Hospital District Board is the catalyst to encourage the Province of British Columbia and Interior Health (IH) to make investments and to modernize the facilities. The economic future of the region is aligned with the acute care services of the region. Modern facilities throughout the region will ensure the region does not fall behind and can prosper in the coming years.

A Plan to Move Forward

This proposal has been prepared to:

- Share information among the communities within the WKBHRD, including the Board of WKBHRD, IH, and the Province of BC.
- Build capacity for the communities and partners in the region. Strategic planning of core issues and prioritizing capital initiatives will produce long term benefit for our residents and our economic growth.
- Strengthen the relationships of the communities and partners through teamwork. Open dialogue based on the needs of the region will enhance opportunities for strategic thinking and follow up action.

This proposal is designed as a starting point. It is acknowledged at the outset that in the case of our regional hospital district, a strong partnership with the health authority is critical to success. When it is time to make a decision regarding investment, both partners, IH and the Board, are **dependent upon each other** for decision making, financing, administrative support and political support. In most, but not all cases, there should be common agreement on spending initiatives, priorities, timing and financial cost sharing.

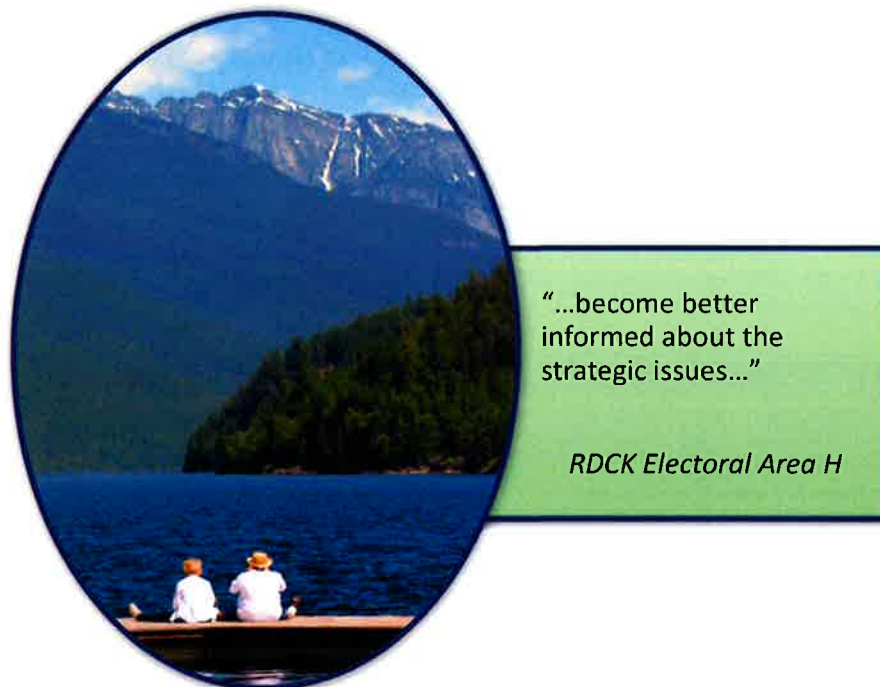
Thinking strategically and working towards completion of a WKBHRD strategic plan will ensure there is input from the Board into the capital prioritization process.

A Budget

Eventually, both the Board and IH will agree to the capital projects. Those projects will be assessed using a combination of IH expertise and WKBRHD community interests. Interior Health spends a great deal of time drafting plans for capital projects. Typically, the Board does not develop its own capital plans. Our Regional hospital district has little time to debate capital projects as usually there is very little time between when the health authority first presents the annual spending proposal and when the hospital board must approve its financial plan for the new fiscal year.

An alternative would be where the Board drafts its own proposal for capital projects and submits it to IH for their consideration. If this is a true partnership, then both the Board and IH must be willing to consider proposals from each other. The Board should consider making proposals to IH at least a year in advance to ensure there is ample opportunity to review, cost and negotiate WKBRHD priorities.

A strategic plan of this nature will assist in connecting communities of the WKBRHD and build a stronger partnership with IH.



(www.picturebc.ca)

As a Matter of Fact

The following points serve as a foundation upon which to build a strategic plan:

1. Interior Health has identified, as a project with priority B status, a planning study for the WKBRHD at approximately \$1.5 million. No scheduled start date has been determined (Interior Health, October 2013).
2. Major capital projects involving acute care can take approximately five years from start to completion, excluding construction time (Interior Health, 2011).
3. This Regional Hospital District has many facilities to fund in partnership with IH (Interior Health, November 2013)
 - i. Acute care facilities (4) are approximately 35,000 m² or 380,000 sq ft.
 - ii. Other facilities (13) such as community health centres are 19,000 m² or 207,000 sq ft.
 - iii. Residential facilities (10), not necessarily a Board responsibility, are 25,000 m² or 275,000 sq ft.

This list represents a lot of walls, roofs, equipment, mechanical systems, beds, kitchens, labs, emergency rooms and all the other needs associated with health care facilities, large and small.

4. Interior Health reported to the Board that much of the infrastructure across the region is in need of investment. The Facility Condition Index (FCI) is an industry wide standard used to gauge the state of a building on a scale of 0 to 1. The higher the FCI, the worse the state of the building. According to BC Housing, a provincial crown corporation, an FCI of .30 or above indicates a building in critical condition regarding “impact to component failure risk, residents and staff” (BC Housing, 2011). For further information see Table 1. VFA Canada Corporation, a corporation hired by the Province of BC to assess health care infrastructure within WKBRHD, reports a target of less than or equal to an FCI of .20 for hospitals (VFA, 2011) is recommended.

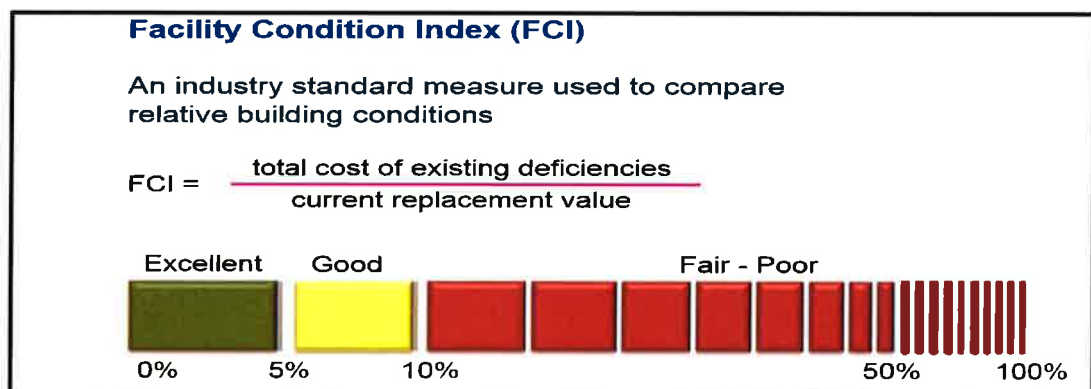


Figure 1 Facilities Condition Index (VFA, 2011)

5. There are 17 acute care hospital and community health centre buildings within WKBRHD. Fifteen of the buildings, or 89%, have an FCI of .30 or higher (Interior Health, November 2013). The average FCI for the 17 buildings is .46 as of September 2013. The statistics from Interior Health are displayed in graph form (Figure 2).

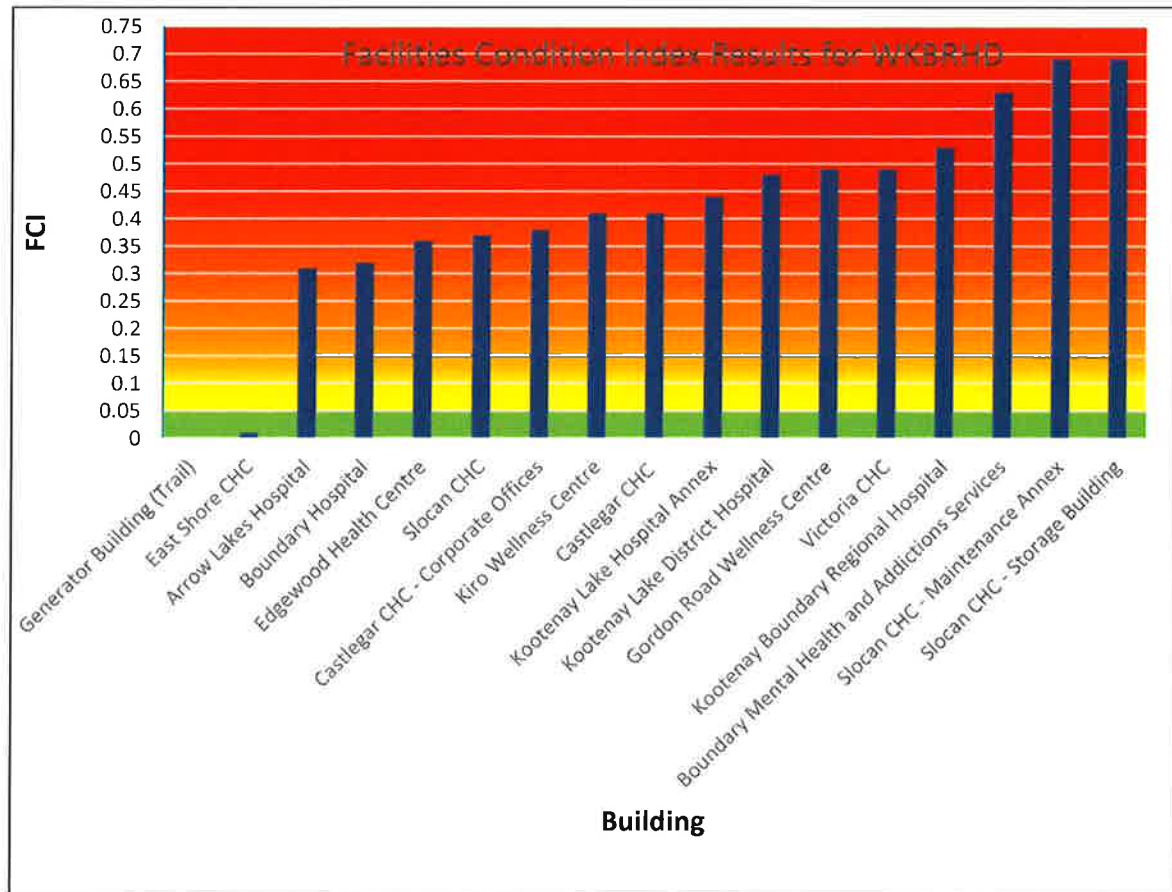


Figure 2 Facilities Condition Index Results for WKBRHD based on data from Interior Health (November 2013)

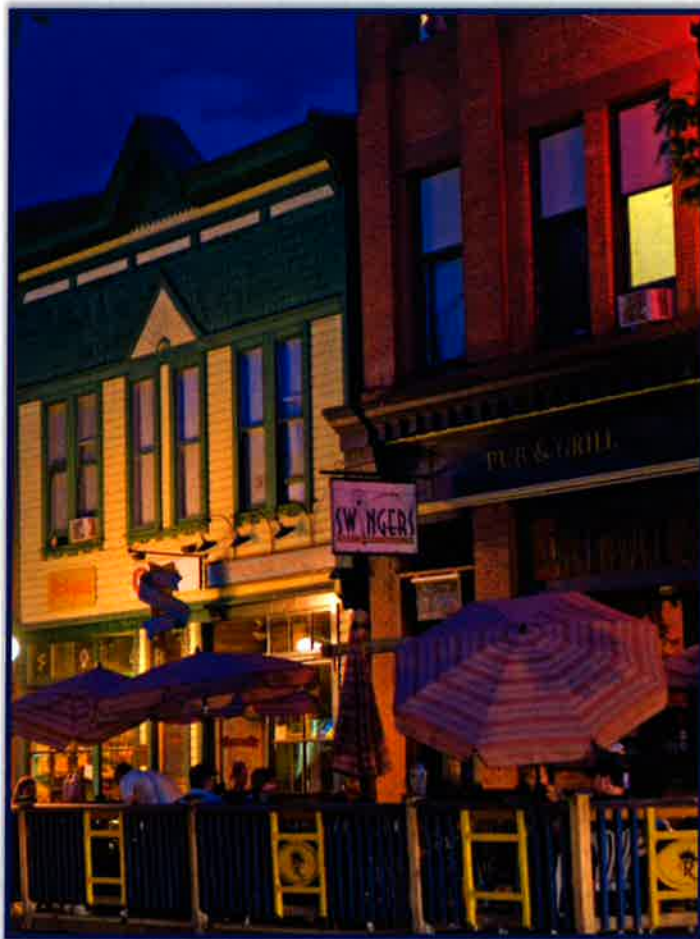
Common Implications of FCI to Housing Portfolios				
FCI Levels	Impact to Buildings and Components	Examples of Component Issues	Resident Complaints and Morale	Maintenance Staff Impact
Critical (Over 30%)	<ul style="list-style-type: none"> - Facilities will look worn with obvious deterioration. - Equipment failure occurring frequently. - Occasional building shut down will likely occur. Management risk is high. - Health and safety issue figure prominently 	<ul style="list-style-type: none"> - Replacement of multiple systems required (i.e. Mechanical, Electrical, Architectural and Structural - Building heating system failure. - Evacuation of upper floor due to unaddressed roof leakage. - Structural issues including envelope replacement. 	<ul style="list-style-type: none"> - Resident complaints will be very high with an unmanageable level of frequency. - Lack of maintenance will affect resident attitudes and morale. 	<ul style="list-style-type: none"> - Staff will not be able to provide regular scheduled maintenance due to high level of "reactive" calls
Poor (11% to 30%)	<ul style="list-style-type: none"> - Facilities will look worn with apparent and increasing deterioration - Frequent component and equipment failure may occur. Occasional building shut down will occur 	<ul style="list-style-type: none"> - Replacement of specific major systems required, such as heating and plumbing systems, complete interior renovations, building envelope restoration. - Shut down may affect some units (i.e. roof or pipe leakage) 	<ul style="list-style-type: none"> - Resident complaints will be high with increased level of frequency. - Concern about negative resident morale will be raised and become evident. 	<ul style="list-style-type: none"> - Facilities staff time will likely be diverted from regular scheduled maintenance and forced to "reactive" mode
Fair (6% to 10%)	<ul style="list-style-type: none"> - Facilities are beginning to show signs of wear - More frequent component and equipment failure will occur 	<ul style="list-style-type: none"> - Repairs and replacement of specific systems, i.e. boiler, window replacements, interior renovations. 	<ul style="list-style-type: none"> - Resident complaints will occur with higher level of frequency - Resident morale may be affected 	<ul style="list-style-type: none"> - Facilities staff time may at times be diverted from regular scheduled maintenance
Good (0% to 5%)	<ul style="list-style-type: none"> - Facilities will look clean and functional - Limited and manageable component and equipment failure may occur 	<ul style="list-style-type: none"> - Repairs and replacement of more of an aesthetic or general nature, such as wall painting, carpet replacement, roof repair, window caulking. 	<ul style="list-style-type: none"> - Resident complaints will be low and manageable - Resident morale will be positive and evident 	<ul style="list-style-type: none"> - Facilities staff time will be devoted to regular scheduled maintenance

Table 1 Common Implications of FCI to Housing Portfolios (BC Housing Corp, 2011)

- Requests for capital funds will always exceed the availability of funds for capital at the local, regional and health authority levels. Projects will continue to be approved on a priority basis. A regional hospital district strategic plan, with an internally developed capital prioritization plan, would

introduce valuable community ideas into the planning process. The current practice is that Interior Health priorities are considered, and the WKBRHD Board is not asked for its annual priorities.

7. Local taxpayers can expect to pay up to 40% of all capital projects. Local governments should be aware several years in advance of significant changes to regional hospital taxes required for financing of new projects.



"...the Board must respect that its scope is to act as a fund agent..."

City of Nelson

(www.picturebc.ca)

Moving Forward: Dollars and Sense

Interior Health has strategic plans and works hard to ensure their work plans are relevant, accurate and adaptable to a very large organization; in fact it is the largest organization, in terms of number of employees, in the Interior of British Columbia. Most local governments now have strategic plans, and long term capital investments are identified in their financial plans. Given the projected costs of health care facility repairs, the West Kootenay Boundary Health District needs to have its regional capital strategy to ensure all communities' interests are addressed. As our facilities continue to deteriorate, our need to move forward together is urgent.

Table 2 illustrates the FCI calculated value of repairs across the region. The estimate of \$121,459,690 does not include the following added costs: taxes, LEED accreditation, financing costs, architectural fees, inspection and commissioning, consulting fees, asbestos removal, site work equipment, and furniture (Interior Health, 2013). **It is important to note that the value of these repairs does not modernize facilities or provide for changes in delivery of services.**

Facility	Value of Repairs (\$) (FCI x Current replacement value)
Generator Building (Trail)	0
East Shore CHC	6,245
Arrow Lakes Hospital	4,387,512
Boundary Hospital	11,656,891
Edgewood Health Centre	477,183
Slocan CHC	6,041,398
Castlegar CHC - Corporate Offices	622,712
Kiro Wellness Centre	4,680,596
Castlegar CHC	13,361,050
Kootenay Lake Hospital Annex	544,392
Kootenay Lake District Hospital	30,412,417
Gordon Road Wellness Centre	1,734,032
Victoria CHC	6,093,690
Kootenay Boundary Regional Hospital	44,340,154
Boundary Mental Health and Addictions Services	293,447
Slocan CHC - Maintenance Annex	1,452,528
Slocan CHC - Storage Building	792,443
Total	121,459,690

Table 2 Projected FCI Value of Repairs calculated based on data from Interior Health (November 2013)

A strategic plan now for WKBHRD makes sense because:

- 1) buildings and major repairs cost more in the future
- 2) facilities are underfunded from day one
- 3) underfunding creates a backlog of requests for repairs and upgrades
- 4) new systems and technological improvements are expensive
- 5) owners/funders of buildings must be committed to find maintenance funds
- 6) setting goals, planning for future costs and measuring performance will add to accountability of future decisions



"Be open and transparent
in your process."

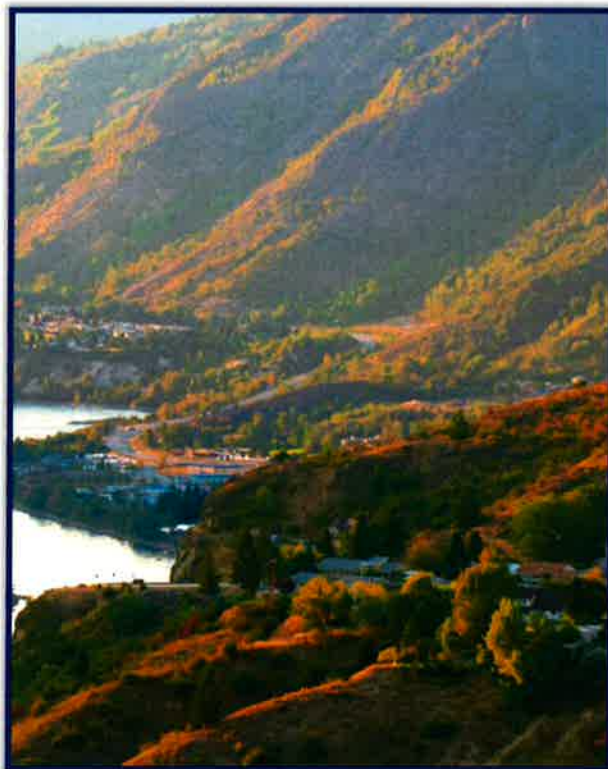
Village of New Denver

(www.picturebc.ca)

Input from our Communities and Partners

A strategic plan is a reflection of the interests and goals of the members. A strategic plan must incorporate the collective thinking of the members. This includes municipalities, electoral areas and other community groups.

Each of the 30 jurisdictions of WKBRHD was contacted and a discussion was held with all areas but two. Each community was asked to contribute to the strategic plan by answering three questions (see Appendix B). The responses to the three questions are attached (Appendix C) to this document. It is possible for all readers of this document to review the scope of the acute care issues in communities across the region. Some communities have an acute care facility, some have community health centres, some have part time medical services, and there are others with very little or nothing in the way of services and or facilities. It is important for us to acknowledge the needs of all communities; and then develop strategies to move forward.



"...that acute care be
equally accessible..."

RDKB Area B

(www.picturebc.ca)

Strategy

Once this proposal to start a strategic plan has been reviewed, the Board should adopt a plan, perhaps incorporating some of the suggestions included in this draft but certainly paying close attention to the comments from the communities. A draft plan regarding capital spending for acute care, should be developed with input from Interior Health. Ideally, the two partners, IH and the Board will agree to the scope and context of the plan. The content of the plan is a Board prerogative.

Conducting an annual review of the plan will ensure the Board is aware of:

1. new and emerging issues from IH,
2. new and emerging issues from the communities within WKBHRD,
3. desired changes to capital prioritization of changes to facilities, medical equipment and information technology,
4. future capital needs to improve patient experiences, and
5. future WKBHRD tax loads.



"...is supportive of coordinated strategic planning by the Regional Hospital District in association with the Interior Health Authority."

Village of Fruitvale

([www. picturebc.ca](http://www.picturebc.ca))

Goals

Goal One

Adopt a strategic plan prior to December 31, 2014.

Rationale

Adoption of a strategic plan will involve a closer working relationship with the health authority. There will be controversy from time to time as capital priorities from one organization may not closely align with the priorities of the other organization. Respect for the concerns of both organizations should lead to decisions which are mutually acceptable. Ideally, the Board and IH will expand their partnership through collaborative review of IH and Board initiated capital projects.

The Board, consisting of 30 members, is large, one of the largest in the province, and the adoption of a strategic plan will require time, commitment and an ability to compromise and make decisions expeditiously. The Board may wish to consider establishing one or more of the following:

1. Board subcommittees,
2. additional involvement of the administration,
3. integrated committees with members of the Board and IH,
4. a citizens' committee,
5. a medical committee, and
6. a joint MLA/Board committee.

Interior Health does not usually negotiate or entertain capital projects presented by the Board. Interior Health concentrates on capital projects as generated within IH. Will IH support and commit resources to ensure a strategic plan from the Board is supported in the partnership?

The WKBRHD is really a financial institution rather than a hospital institution. The purpose of regional hospital districts was very clear 50 years ago when the legislation created RHD's across the Province. Today that purpose has become less clear, because health authorities and regional hospital districts across the Province are pushing the limits of what is being financed under the umbrella of regional hospital district taxation.

Goal Two

Establish a multiyear capital budget that addresses issues and needs of our communities within WKBRHD.

Rationale

The Board now has input from most of the communities within the region as well as valuable information regarding the Facility Condition Index of infrastructure within WKBRHD. The information from both of these sources has strategic value.

The Board has toured all the main facilities that fall within responsibility of the Board over the past two to three years. The Board is aware of issues associated with each facility. Allocating capital expenditures is a responsibility of the Board, and the Board should attempt to ensure there is a distribution of capital across the region. A commitment to upgrade, renovate and construct facilities for all parts of WKBRHD is necessary.

The Board is a financial partner responsible for improvements to 40% of 600,000 square feet of institutional building space. This responsibility is a challenge and requires annual capital budget prioritization; especially when a major planning study for the region is proposed.

The Board relies on IH to assess, cost, and manage capital projects. Historically, IH has set capital project priorities. The Board is a partner in approving the Health Authority priorities. If the Board proposes to develop a prioritization budget it should be done in consultation with the Health Authority. Once consultation and negotiation takes place, it may be possible for the parties to agree which projects are to be advanced and when and at what cost. This arrangement would be a new opportunity for the region and the Board to advance select capital projects.



"...supports the capital program prepared by IHA..."

City of Trail

(www.picturebc.ca)

Goal Three

Prepare a financial plan which outlines the cost for capital projects and the property tax implications.

Rationale

A five year plan from the Board coupled with a five year plan from IH could produce benefits for both parties as well as for the communities across the region. Given the FCI rating and critical status of many of the facilities, this is an important consideration.

Growth in the WKBRHD remains relatively static and WKBRHD demographics point to an ageing population (Statistics Canada, 2014). This situation results in few added opportunities for additional taxation. Therefore new expenditures, particularly those with debt, are met with caution. The taxpayers and the communities should be forewarned prior to introduction of capital borrowing bylaws. The Board needs to assess the capacity of the region to assume new debt and strategically make plans accordingly.



(www.picturebc.ca)

"In effect studies and problem solving are required before a new system of delivery can be contemplated."

RDCK Area E

Goal Four

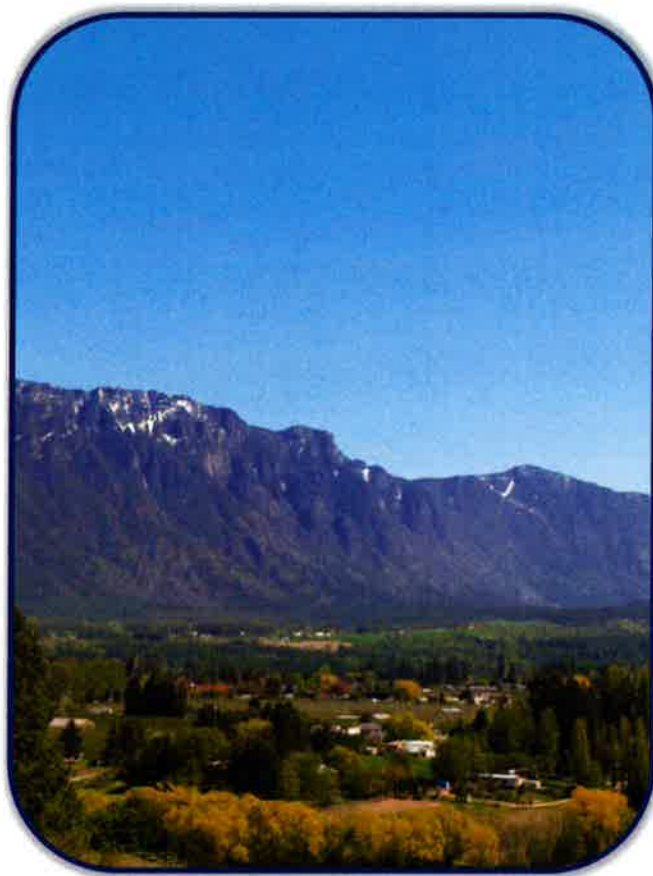
Request that IH start the proposed planning study for WKBRHD in 2015.

Rationale

The planning study is a pivotal issue for the WKBRHD. Provincial guidelines require planning studies to be completed prior to committing to significant investments.

The Board needs to recognize the provincial/health authority multiyear processes to secure funding for capital intensive projects.

The planning study needs to be initiated as soon as possible in order to address strategic capital expenditures across the WKBRHD.



"A delay in serious, comprehensive planning will result in continued decay of infrastructure..."

RDCK Area A

(www.picturebc.ca)

Goal Five

Review, in detail, the comments of the communities which responded to the survey distributed by the consultant.

Rationale

There are no wrong answers to the survey questions. The answers provided reflect the interest of a particular community, group or individual. The interests of the communities are varied but there is a strong desire to ensure health care and health facilities are the best they can be in each community.

The responses to the survey are particularly insightful, and for the first time the Board can see and appreciate the concerns of what is important to most communities within the region. Sharing this information within the organization, building capacity within the organization and building stronger relationships is the purpose of reviewing the stakeholders' comments.

The consultant has prepared an abbreviated summary of the community comments, attached as Appendix C. Board Directors' verbal comments will enhance the written comments and add to the value of the stakeholder input into the strategic plan.



"...supporting the redevelopment of health care facilities, that do not fall under the Hospital Act, are opportunities for the WKBHRD to directly impact the health of their citizens."

City of Grand Forks

(www.picturebc.ca)

Table 2 Strategic Planning Goals		
Goal	Strategic Implementation	Target date
Adopt a strategic plan.	<ul style="list-style-type: none"> Assign administration the responsibility to critically review this initial report and recommend next steps. Executive Committee meet with IH officials and negotiate the feasibility of WKBRHD contributing to the annual capital list. 	Oct 2014 Dec 2014
Establish a multiyear capital budget that addresses issues and needs of communities within WKBRHD.	<ul style="list-style-type: none"> Form a Select Committee. Select Committee review in detail the Facility Condition Index of the 17 facilities within the WKBRHD. Select Committee prepare a 5 year capital plan that addresses future capital priority projects of the Board. 	Sept 2014 Dec 2014 Dec 2014
Prepare a financial plan which outlines the cost for capital projects and the property tax implications.	<ul style="list-style-type: none"> Assign staff to determine cost to borrow funds for future capital projects. Staff determine, with consultants, what the FCI replacement value costs (see Table 2) are in relation to total project costs and supply that information to the Board. 	Oct 2014 Nov 2014
Request that IH start the proposed planning study for WKBRHD in 2015.	<ul style="list-style-type: none"> Board formally request IH to initiate planning studies in 2015. Board request participation in the development of Terms of Reference for the multiple studies. Planning studies are multiyear and estimated to cost \$1.5 million. It is suggested that the Board offers to fund Phase 1 in 2015 at \$400,000.00 and IH to agree funding Phase 2 at \$600,000.00. Finally, the two parties agree to fund Phase 3 using the 60-40 ratio for the remaining costs. 	Sept 2014 Sept 2014 Oct 2015
Review, in detail, the comments of the communities	<ul style="list-style-type: none"> Select Committee review comments, attached as Appendix C, and prioritize the comments for the consideration of the Board. Executive Committee and then the Board review its purpose and assess whether or not the Board has a role to play in health transportation, health advocacy and residential care. 	Sept 2014 Dec 2014

Table 3 Strategic Planning Goals

Conclusions

The five goals are intended to address the acute care issues that exist within the region and expedite a program for investment into facilities.

The Board has a good working relationship with IH, and that is acknowledged. Completion of a strategic plan would enhance that relationship and emphasize the value of the existing 60%-40% financial partnership.

There is some urgency to this challenge, as the need for investment in acute care will continue to accelerate and decisions made with proper planning now will serve the WKBRHD better than decisions made later without joint IH-WKBRHD planning.

Development of a strategic plan will encourage the WKBRHD to reassess itself and work towards sustainable and affordable acute care investment. The forgoing is a blueprint that enables the Board to build a plan which promotes and facilitates capital investment across the region.

The City of Castlegar has provided this document in an attempt to foster a realization that we need to work together to achieve better health care facilities for our region. The conclusion of the City of Castlegar is that it is time to strategize, document and proceed with making improvements to our facilities across the WKBRHD.

Jim Gustafson

References

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Appendix A: Draft Mission, Vision, Values for WKBRHD

Our Mission

The Board of the WKBRHD will continue to expand their relationship with Interior Health and jointly develop plans with Interior Health that result in improvements to health care facilities across the WKBRHD.

Our Vision

Health care and health facilities are very important to all communities within the RHD and all communities want to ensure there is a viable health delivery system in place for the future. The WKBRHD acknowledges the many challenges of the region, its geography, its demographics, the health facilities infrastructure that exists today and the ability of the region to pay for future capital projects large and small. A strategic plan will assist in identifying the problems and a means of finding solutions or compromises to ensure long term health matters are addressed regionally.

Our Values

We recognize that our region has not enjoyed large growth and our population is ageing. We want to make improvements to the infrastructure of health care and we want to do that in co-operation with Interior Health.

We acknowledge that the corporate structure of our WKBRHD is cumbersome and there is a considerable difference of opinion that exists across the region in the communities and within the Board.

We respect the opinions of all communities. We respect the opinion of Interior Health. We also respect the opinion of other partners in Healthy Communities which include Foundations, Women's Auxiliaries and personnel working within the health care delivery systems.

We are prepared to listen to concerns from our partners and collaborate on important issues that exist now and ones that are likely to occur in the future. Our strategic plan is intended to provide a framework and direction to achieve better facilities across the WKBRHD as well as being accountable to residents and local governments of the WKBRHD.

Appendix B: Community Question for Proposed Strategic Plan for the West Kootenay Boundary Regional Hospital District

Communities are requested to respond to the following three questions, thereby contributing to the contents and strategic initiatives of the proposed strategic plan.

1] Does your community support proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential future capital investments within the region?

2] What are the top three acute care issues in your community?

3] Acknowledging the authority and responsibility of the Regional Hospital Board, what recommendation[s] does your community make to the Hospital Board for their future considerations?

Thank you for your participation. The answers to these questions need only be put into point form. Each community is requested to restrict their total response to one page. Only one page per community will be appended to the strategic plan. Please use official letterhead paper.

Please mail or email your responses to the undersigned prior to March 15, 2014.

All community responses will be presented to the West Kootenay and Boundary Regional Hospital Board in 2014. Please contact the undersigned should you have any questions. I appreciate your time and commitment to complete the foregoing.

Season's greetings to all, and I hope 2014 will be a year filled with new opportunity for your communities.

Jim Gustafson

1333 Grosvenor Place

Appendix C: Community Responses to Strategic Plan Initiative 2013/2014

Regional District of Kootenay Boundary

City of Trail

Village of Montrose

Electoral Area A

Village of Fruitvale

Electoral Area B

City of Grand Forks

Electoral Area C

City of Rossland

Village of Warfield

City of Greenwood

Village of Midway

Regional District of Central Kootenay

Village of New Denver

Village of Nakusp

Electoral Area A

Village of Slocan

Electoral Area D

Village of Silverton

Electoral Area E

Village of Kaslo

Electoral Area F

City of Nelson

Electoral Area H

City of Castlegar

Electoral Area I

Village of Salmo

Electoral Area K



City of Trail
Office of the Mayor

January 16, 2014

Jim Gustafson
1333 Grosvenor Place
Castlegar, BC V1N 3X8

Via email to: kootenayair1@gmail.com

Dear Mr. Gustafson:

RE: PROPOSED ACUTE CARE STRATEGIC PLAN

I am writing on behalf of Trail City Council with respect to your correspondence dated December 22, 2013 seeking input to a strategic plan that you have been contracted to prepare on acute care needs in the region. Trail Council is of the view that responsibility for health care and facility planning rests with the Interior Health Authority, and appropriately so. Consequently, we question what purpose the suggested strategic plan is intended to serve.

While your letter suggests that the strategic plan is being prepared to aid the West Kootenay Boundary Regional Hospital District Board in presenting its interests to future IHA planning processes, we believe that the Board must respect that its scope is to act as a fund agent for projects advanced by the IHA and should focus on its core mandate as prescribed in the *Hospital District Act*, being to maintain the current hospital facilities in the district for which it is responsible.

We feel it important to stress that Trail Council supports the capital program prepared by the IHA, calling for capital investment at the Kootenay Boundary Regional Hospital and the Kootenay Lake Hospital. It is our position that the two site model serves our region well and that continued investment in these two facilities is the most financially prudent approach for the long term provision of health care in the West Kootenay region.

Sincerely,

Dieter A. Bogs
Mayor

cc: WKBHHD Board
Interior Health Authority



City Hall • 1394 Pine Avenue, Trail, BC, Canada V1R 4E6 • Telephone: (250) 364-1262 • Fax: (250) 364-0830
Public Works • Telephone: (250) 364-0840 • Fax: (250) 364-0831
www.trail.ca • eMail: info@trail.ca

P.O. Box 510, 565 11th Avenue
Montrose, British Columbia V0X 1T0



Phone 250-367-7244 Fax 250-367-7288
montrovill@telus.net www.montrose.ca

OFFICE OF THE MAYOR

January 29, 2014

Mr. Jim Gustafson
1333 Grosvenor Place
CASTLEGAR, BC V1N 3X8

Sent via e-mail to: kootenayair1@gmail.com

Dear Mr. Gustafson:

RE: PROPOSED ACUTE CARE STRATEGIC PLAN

This letter is written on behalf of Council with respect to your correspondence seeking input into a regional acute care strategic plan which you have been contracted to prepare.

IHA has invested significant time and resources into the preparation of their capital program which calls for investment at both the Kootenay Boundary Regional Hospital and the Kootenay Lake Hospital. The Council for the Village of Montrose respects and supports the current direction of IHA with regards to capital planning.

Further to above, Council shares the views of the City of Trail Council that the responsibility for health care and facility planning rests with the Interior Health Authority and that the two site model currently utilized serves the region well.

Regards,

Joe Danchuk,
Mayor

cc: WKBHRD Board
Interior Health Authority

"Gateway to the Beaver Valley"

0400-50

"PRACTISE RANDOM ACTS OF KINDNESS"



THE CORPORATION OF
THE VILLAGE OF FRUITVALE

In the "HEART OF THE BEAVER VALLEY"

Post Office Box 370, 1947 Beaver Street
Fruitvale, BC V0G 1L0
Phone: 250-367-7551 / Fax 250-367-9267
Email: cao@village.fruitvale.bc.ca

April 11, 2014

Mr. Jim Gustafson
Consultant
Via email to: kootenayair1@gmail.com

Dear Mr. Gustafson:

Re: West Kootenay Boundary Regional Hospital District

In response to your request for input regarding a potential strategic plan proposal for the hospital district, Council deliberated and passed the following resolution in response to your three questions posed.

"THAT J Gustafson, Consultant engaged by the City of Castlegar be advised as follows:

- *that Council is supportive of coordinated strategic planning by the Regional Hospital District in association with the Interior Health Authority;*
- *that the three top acute care issues in our community are:*
 1. *retention of current level of physician services;*
 2. *retention of the Trail location of the Kootenay Boundary Regional Hospital;*
 3. *continued improvement and upgrading of the Trail location of the Kootenay Boundary Regional Hospital."*

Council declined to provide a response to your third question regarding future considerations for planning by the Hospital Board. The response was based on information received during several community consultations held during February and March.

Sincerely,


Lila Cresswell,
Chief Administrative Officer

"PRACTISE RANDOM ACTS OF KINDNESS"

THE CORPORATION OF THE CITY OF GRAND FORKS

7217 - 4TH STREET, BOX 220 · GRAND FORKS, BC V0H 1H0 · FAX 250-442-8000 · TELEPHONE 250-442-8266



February 24th, 2014

Mr. Jim Gustafson
1333 Grosvenor Place
Castlegar, BC
V1N 3X8

Sent via email only to: kootenayair1@gmail.com

Dear Mr. Gustafson:

Thank-you for your recent presentation with regard to a proposed strategic plan for West Kootenay Boundary Regional Hospital Board to our City Council on January 27th, 2014 at the Committee of the Whole Meeting.

As per Council's resolution, Staff was asked to consult with Ingrid Hampf, Acute Health Service Administrator for the Kootenay Boundary Regional Hospital, prior to giving a response to your questions. Please find the City of Grand Forks' responses in consultation with Ms. Hampf, to the three survey questions:

Question 1:

The City of Grand Forks supports the continued partnership with Interior Health and working within the mandate of the WKBRHD to support future planning as requested by Interior Health.

Question 2:

The three acute care issues that affect the community of Grand Forks relate to:
1) ensuring that the 24/7 emergency care continues, coupled with the need to maintain the 12 inpatient beds to support our local residents. 2) The sustainment of the Oncology and Renal Programs in our community that reduce travel and have a major impact, not only to the patient but to their families. These programs are seen as valuable services in our rural community; and 3) that we need to continue to find opportunities to use Telehealth to access wider specialists' services while reducing the travel required for our constituents.

Question 3:

As we look into future years, the City of Grand Forks recommends that the WKBRHD Board continues to support and fund upgrades to technology that support our clinical care needs as well as Telehealth options. Further, that looking at Healthy Communities and supporting the redevelopment of health care facilities, that do not fall under the

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THE CORPORATION OF THE CITY OF GRAND FORKS

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Hospital Act, are opportunities for the WKBRHD to directly impact the health of their citizens.

We sincerely hope that these responses will assist in the development of the proposed strategic plan for the West Kootenay Boundary regional Hospital District local government jurisdictions.

Best regards,

A handwritten signature in black ink, appearing to read "Doug Allin". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Doug Allin
Chief Administrative Officer

WE3, I3 – Survey responses to Jim Gustafson regarding proposed Strat Plan for WKRB

Website: www.grandforks.ca

Email: info@grandforks.ca



March 12, 2014

**Mr. Jim Gustafson
1333 Grosvenor Place
Castlegar, BC V1N 3X8**

Dear Mr. Gustafson:

Re: PROPOSED ACUTE CARE STRATEGIC PLAN FOR WKBRHD

Rossland City Council wishes to thank you for allowing us to contribute to the contents and strategic initiatives of the proposed strategic plan for the West Kootenay Boundary Regional Hospital District. In response to the three questions posed in your January 9, 2014 email Rossland Council offers the following comments:

In respect to Question 1, the City of Rossland is in support with proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential future capital investment within the region under the conditions that these studies are fully funded by the Province.

In respect to Question 2 and 3 the City does not feel it is within their mandate or expertise to answer these questions but does offer the attached information gathered from discussions with local physicians for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read "Greg E. Granstrom".

**Greg E. Granstrom
Mayor**

Phone 250 362 7396 Fax 250 362 5451
Email cityhall@rossland.ca Web rossland.ca

1899 Columbia Avenue, PO Box 1179, Rossland, BC V0G 1Y0, Canada

Spoke to doctor: with a regional perspective:

As for 3 priorities....my thoughts are that access to care should be number one. Many people have to drive long distances for care, spend the night, etc. it is really hard on the poor, seniors, etc from communities like Nakusp, Kaslo and afar. Transportation and food subsidies, more bus service and a place to stay would all help a lot for outpatients. Transportation home after discharge too....many people,are brought by ambulance then effectively stranded here. Of course, these not Rossland issues as such.

More support for marginally-independent seniors is also essential. I mean nursing care, transport to appointments, preventive health care in the home, support post-discharge, support for their caregivers, etc etc.

The other thing that would eventually save money would be more support for addictions services (do you know how hard it is to get drug and alcohol treatment?!), mental health including housing for the disabled, low income housing, education re budgeting, nutrition, etc. these are not considered acute care problems but they are huge contributors to the acute care budget (or, more correctly, to the expenses!). They kind of fall between cracks hence get neglected when times are tough.... To the detriment of society and of acute care services.

Spoke to other doctor: Lots of systemic issues

Need to strategize about what services to offer and then be able to offer them in a way that will insure long term sustainability. Young doctors should be mentored by older ones, doctors like to share a practice, not be the only specialist. Good example: excellent neurologist was here but was the only one. He left to join a practice with several docs so he was not on call 24/7/365.

Need to develop a sustainable succession plan for various docs- may have a service covered now but as soon as that doc leaves or retires, huge hole with no plan in place to address.

Need to develop service rather than be territorial about docs. Service, with several practitioners could be located in one central location (not saying where) then doc could travel to other areas (ie Nelson or Grand forks to see patients)

IH tracks surgeries that happen out of area. If we could repatriate some of those surgeries by offering that specialty we should be able to get the money that follows that procedure. IH needs to show flexibility.

Check out the two Sullivan reports (2006 and 2010) Done for IH. 95% of docs agreed with what was said. Nothing happened with it. Worried that current effort will also end up on a shelf. Docs need to have input. Frustrated by lack of institutional memory- staff and admin changes at IH mean all is forgotten or unknown. Very frustrating for docs who have been here and seen it all.

Top needs: Not asking for just individual docs but enough critical mass to serve the population; this means two or more and have them available to wider population- may mean that either, or both, patients and docs do more travel. May be right decision to consolidate services geographically so docs can work together. Not saying where that should be.

Must cover these areas:

- 1) urological
- 2) obstetrics/pediatrics
- 3) oncology

- 4) neurologists
- 5) chronic pain management (would work with others)
- 6) general surgery
- 7) MRI- need a unit in Trail. Not sufficient to have 1 visit per month from traveling unit. Wait list is too long.

New demographic of docs: don't want to come to small community and work all the time; want to have time for family and lifestyle, want to job share in well paid position (and pay off student loans).

Recently had a young urologist lined up to come, but IH turned down proposal. Shortsighted; not planning for the future needs of the community. Need to be thinking 10-20 years into the future. Not just immediate concerns.

General sense is that IH thinks our region is over funded but our local facilities are underfunded. But we are not serving our population as well as we could. Need to think strategically about issues and solutions.

Decision to get CT unit for Nelson was ill conceived. Now have 2 CT scanners and not enough need for both. Greater need for MRI in Trail.

Had issue with one neurologist in Nelson and one in Trail. Did not work because were both on call all the time., Need to consolidate and share practice so can relieve each other. No one wants to work all the time. We can't attract the people we need without a plan that includes consideration of what they want: lifestyle is important.

Village of Warfield

Council has not responded to the questionnaire, but they do support the initiative

+



CITY OF GREENWOOD

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City of Greenwood

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March 14, 2014

Proposed Strategic Plan for the West Kootenay Boundary Regional Hospital District.

A. Support: Yes

B. Top 3 acute care issues:

1. Patients are discharged out of the hospital too soon, for the West Boundary area, without Home Care follow-up. There have now been cutbacks in Community Health. Additional services could be made available through the Medical building in Greenwood.
2. Seniors Facility in Greenwood. Since the average age is 57, we are looking at an aging population, requiring additional services and facilities.
3. Lab in Grand Forks: The lab should be open after 2:00 pm. Current waiting times can be one to two hours. For Seniors or acute patients this is too long of a wait, especially if they are diabetic or fasting.

Additional Issues: Appropriate number of access hours a Doctor is available in the Community; and Boundary Hospital and other small hospitals should be utilized more for small procedures, leaving the larger surgeries for the Regional Hospitals. The wait time for procedures and surgeries would decrease.

C. Recommendations:

For the City of Greenwood to have a building providing quality patient care for a variety of medical services including acute care concerns. This facility needs to be upgraded and maintained in order to provide appropriate standards of services to our local residents. Additional lab services could be provided in an upgraded Medical services building. Giving the current situation of instability with our

local Doctor, improved facilities will also make the rural posting more attractive and the Physician can achieve acceptable professional standards.

To work with Interior Health to increase hospital stay for acute care patients, and to reverse the cutbacks to the Community Health Program.

Support a Seniors Facility in Greenwood as a complimentary provision of acute services.



VILLAGE OF MIDWAY

"Mile Zero of the Historic Kettle Valley Railway"

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March 12, 2014

Proposed Strategic Plan for West Kootenay Boundary Regional Hospital Board

- 1) Does your community support proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential future capital investments within the region?
 - Council supports within reason
- 2) What are the top three acute care issues in your community?
 - To maintain a local Doctor in Community with consideration to expanded/custom medical building that can house the health care unit (nurses), pharmacy, with additional space for physiotherapy and laboratory services would make delivering medical services more convenient, efficient and closer to home.
 - Boundary Hospital Services – continued and possibly expanded, suggestion of CT scan on site would be helpful for acute head injury or surgical patients to prevent delays in diagnosis and treatment due to transportation factors.
 - Continue blood lab and other essential services. Investing in community-based care that covers the entire Boundary Area.
- 3) Acknowledging the authority and responsibility of the Regional Hospital Board, what recommendation(s) does your community make to the Hospital Board for their future consideration?
 - Taxpayers cannot continue to maintain two specialty centres in the region, a one site centre is a goal that needs to be realized.
 - In order to ensure care moving forward, we need to work together to secure this goal.
 - Put more money towards reserve funds.

This was a collaborative effort, with input from our local doctor, Dr. Eddie Naude, and the Mayor and Council of the Village of Midway.

Proposed strategic plan stakeholder questions for the West Kootenay Boundary Regional Hospital District local government jurisdictions

Communities are requested to respond to the following three questions, thereby contributing to the contents and strategic initiatives of the proposed strategic plan.

1] Does your community support proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential future capital investments within the region?

Depends on the cost and the current level of cooperation and sense of community among the partners. Assuming we are on the same page, I believe we should invest some time and money into examining our options.

2] What are the top three acute care issues in your community?

That acute care be equally accessible

Remain affordable

And continually looks for improvements to the delivery of the service; can we do it better? Who is doing it better and why and how etc etc. – with a focus on quality, not quantity.

3] Acknowledging the authority and responsibility of the Regional Hospital Board, what recommendation[s] does your community make to the Hospital Board for their future considerations?

Make some cuts to the many levels of management and to the number of management staff. Focus on streamlining and efficiencies.



From the desk of:
Linda Worley,
Director-Electoral Area 'B'
PO Box 132
Genelle, BC V0G 1G0
250-693-5500
lindaworleyab@gmail.com



Mr. Jim Gustafson

1333 Grosvenor Place

Castlegar, B.C. V1N 3X8

Dear Jim:

In response to your request for community input in regard to the Proposed Strategic Plan for Acute Care, for West Kootenay Boundary Regional Hospital District. The following answers to the three questions you put forward were from a diverse cross section of Area B of RDKB constituents. These following answers reflect the views of the constituents polled and are not a necessarily a personal view of myself, the Director of Area B.

Question # 1 Does your community support proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential future capital investments within the region?

Answers: full support

support with cost and time limitations

Question # 2. What are the top three acute care issues in your community?

Answers: support and concern for family and patient values

lack of acute care facilities where most needed

lack of access to facilities

lack of beds for lower income seniors

patients being shipped out of their home towns, away from family support

poor consultation with families

wait times for facilities

Question #3 Acknowledging the authority and responsibility of the Regional Hospital Board,

what recommendations does your community make to the Hospital Board for their future considerations?

Answers: Better direction of funding, too much is spent on wages of Management Staff
more consideration of the value of the patients who most need the services
think of the patients as people not numbers or dollars
consider yourselves an advocate for seniors/acute care issues
make decisions on acute care a personal one, fact is we all will need it one day.

Regards

Linda Worley

Area B Director, Regional District of Kootenay Boundary

**Gustafson Study ...Health Care
Three Questions Are Being Asked**

February 5, 2014

- 1. Does your community support proceeding with multiple studies, in partnership with Interior Health, to advance acute care planning and potential future capital investments within the region?**
 - I don't think multiple studies will help to correct the problems which I see being largely a matter of CARE which is rarely quantifiable. Upon asking people their concerns it is not usually about diagnosis and treatment but about CARE. .. that elusive subject we have so much trouble defining....the subjective stuff...the domain of the registered nurse....so we leave it out of the studies, we pass over it making decisions for it when we know nothing about it, and concentrate on what is more easily measured. The role of our valued physicians is diagnosis and treatment. CARE is required before, during and after diagnosis and treatment. Add to that the maintenance of dignity. We need to have decision making that includes the people who actually provide CARE.
- 2 What are the top three acute care issues in your community?**
 - Concern that the patient is no longer of first concern. Someone said to me "Does this institution exist for the careers of professionals or for patient care?"
 - Preservation of dignity ignored....Men & Women sharing bedrooms with people of opposite gender...strangers....possibly a safety issue here as well. A woman sits on the toilet and the male patient walks in. It is NOT okay.
 - Morning care seems to be ignored...hygiene is an important aspect of wellness and of infection control, the changing of sheets when you are in bed 24 hours a day is important to care & comfort. Meals are inadequate..lots of complaints. Where are our dieticians within the hospital? Nutrition is part of healing.
 - Psychiatry...there needs to be a way for professionals to communicate with families...a family here drove across the mountain because brother with schizophrenia had been hospitalized....nobody...ward staff, doctor etc. would tell them anything....they were his only family....Patient said he was just being stored. They went home very upset.
- 3. Acknowledging the authority and responsibility of the Regional Hospital Board, what recommendations does your community make to the Hospital Board for their future considerations?**
 - Consider practicing privileges for midwives in our hospitals. There are lots of data to support this. We don't want them to have to do their deliveries in hotel rooms. Proven safety & expertise. Cost effective through reduced intervention into normal birth.
 - While we really appreciate our GPs perhaps it is time to consider putting nurse practitioners in small places with no doctors....possibly also in ERs alongside doctors
 - Take another look at cleanliness for infection control...floors etc, restrict visitors. Take a look back to when hospitals were immaculate and infections rare. It's not all about handwashing and superbugs. How did they do it? Ask the oldies!

Village of New Denver's response to Strategic Plan questions

February 4, 2014

1] Does our community support proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential future capital investments within the region?

YES

Comment: Planning is critical to ensure current and future needs are met and the community is prepared for any potential changes well in advance. Reference to Interior Health's "multiple studies" is a concern. Hopefully the studies will lead to action sooner rather than later.

2] What are the top three acute care issues in our community?

1	What is important for our community is to maintain our local facility to provide for an initial response to acute care issues. This will in turn help relieve pressure on the larger centers. Also, looking at our "rural beds," these beds can be used to move patients closer to home, and out of the acute care beds, for post-op care. This too will help relieve the issue of a shortage of acute care beds.
2	Our local 'initial response site' makes it imperative we have a reliable ambulance service and helipad, appropriately staffed with trained personnel.
3	It would be best to have a single <i>central</i> acute care facility in the West Kootenays with the critical mass to attract sustainable numbers of specialists to provide predictable, reliable, high-quality coverage at a single site. This surely makes sense in the medium to long term

3] Acknowledging the authority and responsibility of the Regional Hospital Board, what recommendation[s] does your community make to the Hospital Board for their future considerations?

1	Concern over excessively long wait lists for specialty appointments and subsequent surgical/procedure bookings. From the surgeon's perspective, they say they do not have enough operating room hours to make a good living doing surgery (and keep wait lists short for patients) and thus are perhaps reluctant to recruit more specialists which would decrease the wait times in their offices but exacerbate the problem of lack of OR hours by having the pie cut into even smaller pieces.
2	Lack of capacity of our system to cope with the many people with mental health/addiction/chronic pain problems which are often co-existent. These problems are exceedingly complex to deal with and require a co-ordination between Acute Care hospitals, outpatient clinics, detox centres and residential treatment centres which is just not present in our region.
3	Excessively long wait list for MRI imaging. MRI has rapidly become the first-world standard for evaluating many problems yet our waitlist for elective MRIs approaches 1 year. The shared mobile scanner which sees our region having service 1 week in 4 is better than we had 10 years ago but is woefully inadequate in this day and age. Too many people's lives are put on hold while they wait months (and years even) for a scan that will decide what treatment they will get.
4	Please be sure to be open and transparent in your process. It is critical that local government, organizations, and residents are informed of any studies, planning and decision making process. The hospital and its services are extremely important to residents and they wish to be informed well in advance and involved in any potential decision making and change.

Proposed strategic plan stakeholder questions for the West Kootenay Boundary Regional Hospital District local government jurisdictions

Communities are requested to respond to the following three questions, thereby contributing to the contents and strategic initiatives of the proposed strategic plan.

1] Does your community support proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential future capital investments within the region?

Yes.

2] What are the top three acute care issues in your community?

1. Upgrade to Emergency Room at Arrow Lakes Hospital (renovation)
2. Travelling Ultrasound & CAT scan – wait time is too long & difficulty in travel for residents and patients.
3. Need 2 more acute care beds- for isolation/super bugs

3] Acknowledging the authority and responsibility of the Regional Hospital Board, what recommendation[s] does your community make to the Hospital Board for their future considerations?

Putting in a new regional facility

Upgrading telehealth system and making it more accessible for specialists in their offices – this would help patients and residents with travel issues.

Liason nurse that deals with rural patients that travel a long distance. Have all procedures coordinated for patient before they go home.

Others: Send nurses to large hospitals to work in various departments to upgrade skills.

le. Pic line insertion – so patients don't have to travel back and forth to hospital site(Trail for example)

Need improvements into high acuity response team. (have been waits up to 7 hrs. or longer)

Village of Slocan

Good Afternoon Jim!

Below, I have copied Councillor McGreal's comments:

"I have no "official" answers to the first two, although the sentiment concerning the first seemed to be "no", and concerning the second that there isn't any acute care in our community. Based on public comments, the answer to the third question---"what recommendation does your community make to the Regional Hospital Board for their future considerations?" was:

"Create a cohesive plan for care at the most basic level in rural communities, such as nurse practitioner/doctor, even on a part-time basis, to:

maintain a healthy population and enable early detection of illness, thereby eliminating/avoiding prolonged hospital stays, which in turn alleviates pressure on acute care facilities;

support an ageing population in their own homes rather than in facilities;

provide ongoing minimal funding to save major future health care expenditures."

My recollection is that any further public comment made to the office would be forwarded to me for inclusion in the answers. If any has been made, I'm not aware of it.
Patricia

If you require anything further, please let me know.

Thanks!

Michelle Gordon

Administrative Assistant, Village of Slocan

Village of Silverton

Hi Jim

The mayor's comments are noted below. Two other councillors responded as follows

1. Yes. Go back over studies that have already been done
2. Aging population, many tourists participate in dangerous sports

The other 2. Said Emergency room, lack of acute care, and need care close to home.

3. Make sure IHA lives up to their responsibility in supplying what we need, not just rubber stamping recommendations. Helping communities that are having a problem with IHA.

Regards.

Bob

From: Kathy [mailto:kathyprovan@gmail.com]

Sent: March 1, 2014 9:37 AM

To: Bob LaFleur

Subject: Strategic Plan for WKBRHD

Hi Bob,

Here are my comments to the plan below.

Thanks,

Kathy

**Proposed strategic plan stakeholder questions for the West Kootenay Boundary
Regional Hospital District local government jurisdictions**

Communities are requested to respond to the following three questions, thereby contributing to the contents and strategic initiatives of the proposed strategic plan.

1] Does your community support proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential future capital investments within the region?

Yes, I believe our community supports multiple studies in partnership with Interior Health. It is time to move forward with planning, as the more time that pass the costs rise and opportunities are lost.

2] What are the top three acute care issues in your community?

- Need for reliable and appropriate transportation to the acute care facilities from our area because of our remoteness and challenging road conditions particularly during the winter months.
- Timeliness of medical procedures to prevent further deterioration of health.
- Our aging population continues to require more acute care for their ailments and medical conditions.

3] Acknowledging the authority and responsibility of the Regional Hospital Board, what recommendation[s] does your community make to the Hospital Board for their future considerations?

Maybe, the RHB should take a more “active” role in moving forward with the planning and capital investment of the advance acute care. This would require that the board members work together. Presently, the large size and composition of the board makes this challenging, if not impossible.

Proposed strategic plan stakeholder questions for the West Kootenay Boundary Regional Hospital District local government jurisdictions

Communities are requested to respond to the following three questions, thereby contributing to the contents and strategic initiatives of the proposed strategic plan.

1] Does your community support proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential future capital investments within the region?

Yes, including a need to discuss the building and location of a single regional hospital within the Central Kootenay area.

2] What are the top three acute care issues in your community?

a. Availability of Drs to provide acute care emergency response after 5.00 PM at night and on weekends at the Victorian Community Health Centre for clinic patients, community residents, visitors, and those in residential, respite and palliative care.

b. The HART team being located in Trail is 3 hours and 25 minutes, 189 kilometres, away from Johnson's Landing and 2 hours and 25 minutes, 177 kilometres, away from Meadow Creek, in good weather. If you add in the time it takes an ambulance to reach these locations then clearly the HART team is located in the wrong geographical location.

c. A need to provide permanent employment opportunities for BCEHS (ambulance personnel) at the Victorian Community Health Centre in Kaslo and low cost advanced and cross training opportunities so they could work in the Health Centre.

3] Acknowledging the authority and responsibility of the Regional Hospital Board, what recommendation[s] does your community make to the Hospital Board for their future considerations?

Investment in tele-medicine technology that would assist those practicing in rural communities to communicate more effectively with larger centres and make the most efficient use of limited resources. For instance a nurse or nurse practitioner could keep the Kaslo ER open with support from technology that would allow a Nelson or Trail ER MD to provide consultation and advice. This would be accompanied by appropriate ER bypass protocols.

Tele-medicine technology also has a future role outside of clinic/ER facilities allowing residents in more remote rural parts of Area D and the Interior access to specialists and other health care practitioners without a need to travel (often) many hours in less than ideal conditions, for a brief appointment. Health care practitioners, such as home care nurses, could do regular check ins thus supporting seniors staying in their own homes longer.



CITY OF NELSON

From the Office of the Mayor

February 18, 2014

Jim Gustafson
1333 Grosvenor Place
Castlegar, BC V1N 3X8

Via email to: kootenayair1@gmail.com

Dear Mr. Gustafson:

Re: Proposed Acute Care Strategic Plan

I am writing on behalf of Nelson City Council with respect to your correspondence dated December 22, 2013 seeking input to a strategic plan that you have been contracted to prepare on acute care needs in the region. Nelson Council is of the view that responsibility for health care and facility planning rests with the Interior Health Authority.

While your letter suggests that the strategic plan is being prepared to aid the West Kootenay Boundary Regional Hospital District Board in presenting its interests to future IHA planning processes, we believe that the Board must respect that its scope is to act as a fund agent for projects advanced by the IHA and should focus on its core mandate as prescribed in the *Hospital District Act*, being to maintain the current hospital facilities in the district for which it is responsible.

We feel it important to stress that Nelson City Council supports the capital program prepared by the IHA, calling for capital investment at the Kootenay Boundary Regional Hospital and the Kootenay Lake Hospital. It is our position that a continued investment in the two site model is the most financially prudent approach for the long term provision of health care in the West Kootenay region.

Sincerely,

John Dooley
Mayor

cc: WKBH Board
Interior Health Authority

Public Comments from the Castlegar Acute Health Care Survey

1. Over 96% in favour of partnering with Interior Health on multiple studies to advance acute care planning and potential future capital investments within the region.

2. What do you feel are the top three acute care issues in Castlegar?

- lack of 24 hr emergency services and specialists,
- state of art health facility lacking in the region,
- transportation/access to a hospital
- lack of community resources to support clients at home
- proximity to inpatients of family members who have transportation issues,
- local politicians (from all municipalities) do not work together for the betterment of the West Kootenay Boundary as a whole ...,
- longer emergency hours
- plan for the expansion of other community based options to ensure acute beds are used for acute care
- access to MRI – long wait
- need to recruit more doctors
- increase home care for seniors

3. Acknowledging the authority and responsibility of the West Kootenay Boundary Regional Hospital Board, what recommendation[s] do you want Castlegar to make to the Hospital Board for their future considerations?

Collaborate with neighbouring communities to really research Acute Care Planning, find out the needs of this area now and in the projected future and implement a plan. This area is seriously handicapped when it comes to unification. A unified approach is needed to put all of the needs on the table and come up with a solution.

An area regional hospital for this entire area, not spending more \$\$\$ fixing up the old relics and wasting more \$\$\$ - in the end a new major hospital will have to happen – make it sooner than later and help this whole area!!!

Make sure there is equal access to all residents regardless of their home community i.e. no favoritism or discrimination



The Corporation of the Village of Salmo

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March 14, 2014

Mr. Jim Gustafson
1333 Grosvenor Place
Castlegar, BC V1N 3X8

Dear Mr. Gustafson,

Re: Acute Care Planning in the West Kootenay and Boundary Regions
A Strategic Initiative

The Village of Salmo wishes to support a WKBRHD and IHA partnership for a strategic plan to address acute care issues and potential future capital investments in our region. We were asked to participate by stating the acute care priorities in our community:

- As a rural area, our number one issue is transportation. Our citizens often experience difficulties getting to and from Kelowna for treatment. It is also vital that we keep a well-staffed ambulance service to Trail and Nelson hospitals for emergency care. Acute care patients do not always have readily available transportation for care locally, and the stress of relying on casual sources has the potential to advance the existing medical conditions.
- As medicine changes, acute care does as well and it is important that we plan differently. We need to preserve our integrated assessment centres with integrated specialists. Our local health care centre needs to continue to have its present services to be robust for our citizens.
- Home Care needs to return to a level where it is of value to those who need it. There are so many that cannot afford to pay for extra help. This lack of service very often leads to social services being involved and they too need to be kept robust. There is a definite lack of Home Care Providers in Salmo and the absence of comfortable care adds both to the cost and stress levels of those who need it most.

We feel that our issues have value, and that further conversations should be taking place – our concerns need to be heard.

Yours sincerely,

Ann Henderson, Mayor

Village of Salmo



February 6, 2014

To: Mayor Henderson in regards to the Acute Care Planning Initiative

As the only social service organization in the area we find that the people accessing our services want to change and address their mental health and/or substance use issues. Our point of view or perception regarding acute care might be different from other organizations so we appreciate this opportunity to voice our concerns. Requests for services offered here continue to pour in both from both self referrals (people walking in requesting service) and professional referrals (those by doctors, schools and other practionners) thus putting a strain on our competent staff. We are current at capacity for all programs and only see the need continue to grow as people attend to their own health and well being.

We took a different view and decided that by enhancing local services and making them more robust will lessen the pressure place on the regional acute care facilities. So below you will find our answers to minimizing that pressure:

- #1) increase funding for MHSU Case Managers and counsellors
- #2) increase funding for our Volunteer Drivers Program
- #3) offer continuity of services – create ways to retain workers. We have had 3 different psychiatrists and 3 different home care workers in the past few years.
- #4) develop opportunities for our Community Consultative group to meet regularly
- #5) collaborate with local services to gather or input into local services
- #6) offer joint trainings so we are consistent with our language, resources and tools
- #7) improve funding for the Outreach worker-1 day/week and Elder services 1 day/month
- #8) consider funding a senior's coordinator position

Thank you for allowing us the opportunity to express our concerns. I trust you will find a way to include our information in your report to Jim Gustafson.

Maureen Berk

Executive Director

PO Box 39, 311 Railway Avenue
Salmo, BC, V0G 1Z0
Phone: 357-2277 Fax: 357-2385
E-mail: info@scrs.ca

Hi Jim

I had passed your request for input on the three questions to the East Shore Health Society following our meeting pointing out your request was to receive feedback by today. The society is currently chaired by Verna Mayers McKenzie and she confirmed yesterday that they had not as yet prepared a response. I may yet receive a response today.

I have numerous conversations with residents which provide some perspective around health concerns. In addition, over the past month there has been a survey and community workshops conducted with the assistance of Selkirk College 3rd year nursing students and their community learning coordinator to explore concerns around community health services. I have attended all but one of the sessions and note some information on the larger scale of health services in the region could be extrapolated from the discussions and used in part to reply to your questions. Beyond that I have my own opinions, some of which you have already heard. As you know, I am already pushing (with marked success now) for the Rural Development Institute (RDI) to begin mapping our region to compare demographics, trends and locations of health facilities (along with condition indices) as a starting point to understanding what challenges residents face when accessing health services.

I am providing the summary below as a combination of my thoughts and what I can extrapolate from individual plus group community conversations. If additional information is provided by the society I will forward it separately.

1. Does your community support proceeding with multiple studies? During the recent public meetings this was not a topic of discussion until I raised it specifically, and even then the focus was more on short term service (perception of cuts) with less emphasis on longer term planning. I suspect most residents would believe sound planning is an ongoing process. My personal view is that we need planning on several levels, based on our demographics as they stand today and the trend where our region is "aging" at a higher rate than the provincial average, mostly through younger residents relocating to regions with better economic prospects. A delay in serious, comprehensive planning will result in continued decay of infrastructure (due to indecision which will tend to block and delay funding approvals), an increase in the trend to centralize services in the Okanagan (putting more emphasis on transporting patients away from their friends and family for treatment) and an eventual exodus of the more senior population, either out of the region entirely or from their homes to residential or assisted living facilities closer to the services they will be needing. This would be in contradiction to several Provincial initiatives such as "healthy communities", aging in place or "better at home" (supported by the United Way) which seek to install confidence in residence that support is available in their communities and to motivate everyone to maintain better lifelong health. Planning needs to consider the cost benefit of investment in acute care versus these other programs, along with smaller, localized clinics or health centers to pro-actively support the maintenance of good health.

2. What are the acute care issues in your community? Public sessions and individual conversations overwhelmingly indicated emergency services was the greatest concern, beginning with non-response from the local ambulance due to staff not being available (resulting in a 1 to 1 1/2 hour delay in an ambulance coming from a more distant station),

the need to support first responders to assist and stabilize patients while waiting for the ambulance, closures of emergency rooms resulting in longer transit times to the few emergency rooms which remain open at night and on weekends and capacity of emergency rooms to handle patient loads. This occurs in particular during long weekends when less doctors are available but the likelihood of an emergency room being overwhelmed by a major traffic accident on top of normal patient volumes is highest. The second most common concern was around wait times for elective procedures such as knee or hip surgery plus concerns that the follow up (home care and home support) was not adequate, raising patient anxiety over the risk of developing infections or complications. I could not accurately indicate a third major issue voiced by the public, but I believe the configuration of our regional boundaries and wide dispersion of the population (no dominant central population such as Cranbrook in the East Kootenay) compounds our struggle to provide effective acute care, given the perception by some that only a centralized system is cost effective.

3. Recommendations to the Hospital Board for their future consideration? Again this was not a topic in the recent public meetings around community health care, but I do receive some input from residents from time to time. The most common, general concern is to stop the perceived loss of services (at all levels).

I trust this information will be of some assistance in preparing your report.

Garry

**Proposed strategic plan stakeholder questions for the West Kootenay Boundary
Regional Hospital District local government jurisdictions**

Communities are requested to respond to the following three questions, thereby contributing to the contents and strategic initiatives of the proposed strategic plan.

1] Does your community support proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential future capital investments within the region?

Yes, including a need to discuss the building and location of a single regional hospital within the Central Kootenay area.

2] What are the top three acute care issues in your community?

a. Availability of Drs to provide acute care emergency response after 5.00 PM at night and on weekends at the Victorian Community Health Centre for clinic patients, community residents, visitors, and those in residential, respite and palliative care.

b. The HART team being located in Trail is 3 hours and 25 minutes, 189 kilometres, away from Johnson's Landing and 2 hours and 25 minutes, 177 kilometres, away from Meadow Creek, in good weather. If you add in the time it takes an ambulance to reach these locations then clearly the HART team is located in the wrong geographical location.

c. A need to provide permanent employment opportunities for BCEHS (ambulance personnel) at the Victorian Community Health Centre in Kaslo and low cost advanced and cross training opportunities so they could work in the Health Centre.

3] Acknowledging the authority and responsibility of the Regional Hospital Board, what recommendation[s] does your community make to the Hospital Board for their future considerations?

Investment in tele-medicine technology that would assist those practicing in rural communities to communicate more effectively with larger centres and make the most efficient use of limited resources. For instance a nurse or nurse practitioner could keep the Kaslo ER open with support from technology that would allow a Nelson or Trail ER MD to provide consultation and advice. This would be accompanied by appropriate ER bypass protocols.

Tele-medicine technology also has a future role outside of clinic/ER facilities allowing residents in more remote rural parts of Area D and the Interior access to specialists and other health care practitioners without a need to travel (often) many hours in less than ideal conditions, for a brief appointment. Health care practitioners, such as home care nurses, could do regular check ins thus supporting seniors staying in their own homes longer.



RDCK Area E
Ramona Faust

DIRECTOR, ELECTORAL AREA E
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Strategic Planning for Health Care: An Area E Perspective

Area E is home to 3781 people. Its unusual shape following the Kootenay River establishes 7 different "communities" within its boundaries. The most populated areas lie to the east of Nelson and are a 20 to 50 minute drive from Nelson. The perspective on the adequacy of health care differs between those parts of Area E that lie to the West of Nelson compared to those surrounding Nelson or to the East. The further from emergency services, acute care and diagnostic capability, the more vulnerable people feel.

In a small group discussion in the Eastern portion of Area E (Balfour/ Harrop/Procter) the questions proposed were discussed along with many other issues surrounding health care.

The group favoured a pragmatic and staged approach to studies with a time limit and cap on spending because historically studies have produced a stalemate or inaction. The group agreed that baseline and predictive studies including population density and trends, future trends in chronic disease and treatment such as the spectrum of diabetes disorders, occurrence of cancer, conditions of aging, the burden of untreated and unhoused mental health populations and the increase in births should be among the first elements of studies. Best practices within the province, country and the world should be assembled focusing on similar rural, small urban service delivery.

Additionally the effectiveness and efficiency of current systems including transportation gaps and technical voids must be assessed without bias before fundamental decisions can be made. It is no use relying on concepts such as tele and video health and air ambulance if the area is not serviced by broadband or the infrastructure for and availability of aircraft are not in place. Similarly if human resources do not exist to perform procedures at the other end of the computers and diagnostic systems then that cannot be built into the system without the will and focus of those responsible for the system. We cannot count on ambulance response times to save lives if ambulances are an hour away from population centres performing other tasks. In effect studies and problem solving are required before a new system of delivery can be contemplated.

The concerns over health care were identified as:

1. The decline in service delivery in rural areas where low population density increases the cost of services. Although rural areas are showing growth, people especially the aged, are falling through the cracks.
2. Health related transportation was seen as a deficit. Transportation to medical testing, acute care and emergency response such as heart, stroke, and appendicitis and head trauma were seen as fragile and subject to "luck" and ambulance availability. Shifting the critically ill between hospitals for testing is inhumane. It was noted that Northern Health

dedicates \$8,000,000 to medical transportation compared to \$1,000,000 in Interior Health and that buses move people from smaller to larger centres in the north and coast for medical purposes whereas here, in the Interior Health Region, service to the most vulnerable has been reduced in favour of main corridor investment

3. HR. Issues were identified as:

- Lack of training for local /regional diagnostic technicians both in availability and flexibility. The interface between testing and results is often long and not seamless for chronic conditions.
- Several lifestyle doctors now perform the tasks formerly performed by one GP which is raising costs and allowing doctors to cherry pick desirable communities. A different billing system was thought to be the answer as well as questions were raised wondering if the health authority was using unfavourable contracts to dissuade doctors from small communities. The idea of bringing doctors to small health centres for two days per week or having nurse practitioners in small communities assigned to doctors in larger centres as well as allowing blood work and other lab tests be taken in the community were suggestions for efficiencies and patient centred care.
- It was generally agreed that this health authority is not prepared for the aging population which is about to present itself in the next five to ten years. Also discounted are the 27% to 40% of homes that are empty in the Kootenay Lake Area and which will be filled with retirees.

Recommendations for the WKBRHB were:

- To ensure that there is capacity to serve the region for births, trauma, diagnosis and life- saving surgeries within the golden hour required for life and death situations.
- Stop political positioning and have a facilitated day long workshop using a balance of plenary and small group discussion with geographically balanced participation to forge the way forward
- Question the mandate of the hospital board not having meaningful input into how our capital investments are being used.
- Retain and build a capital reserve
- Consider consolidating smaller facilities in the same community into any new build or rebuilds to cut operational costs.
- Acute care is dependent on the rest of the system upstream performing well and having prevention and care in place as appropriate.
- A response from Blewett which is 20 minutes from Castlegar or Nelson felt that all further upgrades to both facilities should be halted while a decision is made on a single site and felt Castlegar was central.

RDCK Area F

Hi Jim

I forgot the questions you gave me however this issue is front and center in Area F.

- **RECRUITMENT AND RETENTION.** We have been repeatedly advised that attraction and retention of health care professionals is and always will be the biggest issue facing the delivery of health care. It is difficult to attract qualified professionals to rural BC, however some communities do better than others (Nelson, Rossland..). Going forward I think IHA and the Board need to recognize that if we are going to invest in infrastructure, the locations chosen should to assist in the attraction of 'good' professionals.

In my opinion the decision of locating the regional facility in Trail has proven to be a disaster in this regard. Even IHA has been quoted as saying that it is very difficult to attract medical professionals to KBRH.

The proposal to construct one central hospital may address this issue somewhat however, given that Castlegar and Area have had difficulty attracting health care professionals indicates some degree of risk.

- **TRANSPORTATION**

Facilities that service vast regions such as those in the Kootenay Boundary should be located as close to the centers of population as possible.

- The two existing Hospitals are located central to the two largest population centers within the region, the greater Nelson area and the greater Trail area. The issue of concern to Area F residents is the fact that surgical and specialist services were moved to KBRH adding additional risk, time and expense for anyone needing surgery. If those services were restored we believe that outcome will be improved significantly. It should be pointed out that Area E and Area F which border Nelson continue to show significant population growth while the rest of the region continue to show a reduction in growth.
- The centrally located one hospital proposal championed by some would likely reduce long term operating costs (paid by province) but would force the majority of Kootenay Boundary residents to travel more therefore resulting in additional wait times for people with serious injuries and would likely negatively affect outcomes. Furthermore the cost of building a new facility would be higher than renovating the existing structures and 40% of that cost would be borne by property taxes of which Area F residents pay the most per capita of the entire service area.

We recognized the importance of good health care facilities in every community and believe that communities such as Castlegar, Nakusp, Kaslo, New Denver, Grand Forks and Slocan are poorly served and would support any effort to improve those facilities' ability to meet community needs but not at the expense of reducing services to Area F residents or the residents of the region.

Hope that works for you Jim

Ron Mickel

RDCK AREA H RESPONSE TO PROPOSED STRATEGIC PLAN STAKEHOLDER QUESTIONS

March 2, 2014, the following responses were received from some Area H Community members to the questions as prepared by Castlegar consultant Jim Gustafson.

1] Does your community support proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential future capital investments within the region?

- I would say there is no point in any further studies unless the ground rules and goals are clearly established at the outset. This means that a credible leadership coalition should be formed to guide any planning process. The leadership coalition needs to start with vision and principles, not detailed studies. (Health care is changing so rapidly that most earlier studies are now probably irrelevant.) The leadership coalition must be seen as being above village –level politics or it will have no credibility.
- We support proceeding with multiple studies in partnership with IH, to advance acute care planning in the region.
- I believe the community would certainly support the WKBRHB partnering with interior health and proceeding with studies to advance acute care planning. My reasoning is as follows, the WKBRHB may be more attune to the community's needs, short comings, population demographics, and unique challenges that come with rural areas such as ours.

2] What are the top three acute care issues in your community?

- How will the continuum of services work together to reduce the need for unnecessary acute hospitalization? This includes community services (e.g. primary care, mostly GPs also pharmacists, nurse practitioners etc), acute (local hospitals and referral specialists) and chronic care services (including mental health and addictions). How can we use enabling technology (e.g. improved transport; improved communications and information) to improve services? What are the critical human resource issues that will affect the region's health services in the future?
- More trained personnel are needed in order to use the acute care equipment already in our hospitals more efficiently and for longer hours, especially at the Trail Hospital. Bringing in specialised doctors from elsewhere for local appointments is an issue. Often appointments are changed last minute and this led to wasting time for both the Doctor and patient, especially if long travel had been involved.
- Access. I believe being part of a rural community is a choice most people make due to a variety of reasons, none of which should include not having access to essential emergent medical care. Be it a lack of acute emergency response availability; (no available ambulance transport, or staffing for that transport (HART), no available (night) airport for emergent transports to a higher level of care, and no available facilities within a crucial 20 min). So, more new fully equipped ambulances with appropriate staffing, (living in a rural area Our patients spend so much time on the road, the equipment in these vehicles should be the best there is), a lit airport runway for emergency transport, and emergency rooms

that all of area H residents can access within 20-30 minutes. Bed availability. Due in part to the increasing number of elderly awaiting placement who are no longer able to care for themselves in their own homes, the acute care hospitals are overcrowded, and at times many moves need to be made to accommodate an acute care patient. At times patients need to be transported to other hospitals out of our area, and sometime sent home before they are ready only to end up back in hospital within a few days. Increase the assistance provided at home, or create more funded beds, to create more room for acute care patients in an acute care facility. Telehealth. I believe is a viable alternative offering access to specialists for patients in rural areas. It would save a great amount of money and time.

3] Acknowledging the authority and responsibility of the Regional Hospital Board, what recommendation[s] does your community make to the Hospital Board for their future considerations?

- Become better informed about the strategic issues. Stop reacting to scare stories. Patients will NOT die, but you will save future suffering. Do not agree to fund any IH capital funding proposals (i.e. the 40% local share) until you get a satisfactory process for regional planning. Work with local non-profits and community groups to develop primary care solutions that reduce the need for hospitalization.
- Consider upgrades to transport vehicles. Consider upgrades to the airport. Consider upgrades to telehealth capabilities. Much of the equipment is used for education, but there is so much better out there.

Walter Popoff, RDCK Director Area H (Slocan Valley)

RDCK Area I

Jim,

Our position is very clear and can be summarized in one statement:

"The representatives of RDCK Area I support any planning initiatives to enhance acute care facilities and services in our region and believe the development of a unified strategic plan is necessary to enable access to multi-level government funding to effect any such enhancements."

Andy

**Proposed strategic plan stakeholder questions for the West Kootenay Boundary Regional Hospital
District local government jurisdictions**

Communities are requested to respond to the following three questions, thereby contributing to the contents and strategic initiatives of the proposed strategic plan.

1] Does your community support proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential future capital investments within the region?

Yes.

2] What are the top three acute care issues in your community?

1. Upgrade to Emergency Room at Arrow Lakes Hospital (renovation)
2. Travelling Ultrasound & CAT scan – wait time is too long & difficulty in travel for residents and patients.
3. Need 2 more acute care beds- for isolation/super bugs

3] Acknowledging the authority and responsibility of the Regional Hospital Board, what recommendation[s] does your community make to the Hospital Board for their future considerations?

Putting in a new regional facility

Upgrading telehealth system and making it more accessible for specialists in their offices – this would help patients and residents with travel issues.

Liason nurse that deals with rural patients that travel a long distance. Have all procedures coordinated for patient before they go home.

Others: Send nurses to large hospitals to work in various departments to upgrade skills.

Ie. Pic line insertion – so patients don't have to travel back and forth to hospital site(Trail for example)

Need improvements into high acuity response team. (have been waits up to 7 hrs. or longer)

Appendix D: Summary of Community Responses

Late in 2013 all 30 jurisdictions of the West Kootenay Boundary Regional Hospital District were asked to complete a short survey, consisting of 3 questions. The consultant met with 28 municipal councils, mayors, Electoral Area Directors and CAO's in order to define the project, answer queries and encourage stakeholder responses.

This assignment is not about the discussion of single site, two site or other site models. Nor was this intended to be a discussion about the amount of capital likely to be spent in the coming years. Rather this was an exercise intended to introduce a basic strategic plan to the WKBRHD Board of Directors for their consideration and further refinement.

A strategic plan is a document that outlines the desired goals of an organization and a path to follow to achieve those goals. A strategic plan is of little value without stakeholder input. The purpose of the survey was to generate discussion in communities across the region and to provide the Board with valuable background information. The process was entirely a public process.

Survey Questions

- 1. Does your community support proceeding with multiple studies in partnership with Interior Health to advance acute care planning and potential capital improvements within the region?**

The majority of communities responded that they are supportive of partnering and proceeding with studies. It should be noted that some communities expressed concern about cost, timing, an open process and previous reports which have not been acted upon. Several other communities suggested that the WKBRHD should rely on the project list as provided by Interior Health.

2. What are the top three acute care issues in your community?

The top issue that prevails in most communities is transportation. There are many concerns regarding transportation ranging from access to the HART team and the golden hour, regular ambulance service, medevac services, transportation to regional facilities and tertiary facilities. It was also noted that transportation back home from medical centres was an issue. Transportation is an important issue across the region and further strategic thinking about this subject is recommended.

The fear of further deterioration of services in communities across the region was expressed by many concerned communities. Communities have seen loss of services from specialists to home care, and this loss of or reduction of service is troubling to most communities. It would appear that many communities are hoping that the WKBRHD Board is in a position to advocate for changes or at least advocate for no further reduction of services. Most local governments recognize this is not a responsibility of the WKBRHD. Most communities were of the opinion that the WKBRHD Board has a close working relationship with IH and that the WKBRHD is a local government service that represents the entirety of the region.

Other concerns that were raised included:

- The Board should be active in trying to budget for new or improved technologies for the region such as tele-health equipment and technologies. A travelling ultrasound and CAT scan to area facilities as well as a permanent MRI were suggested.
- A few communities suggested that longer open hours or after work hours for lab work would benefit area residents.
- A few communities asked for additional training opportunities for medical personnel, particularly in the rural areas.
- An ageing population in most communities contributes to many acute care issues and this was noted by most communities as an underlying issue with all acute care services.

Many of the acute care issues raised by the communities fall outside the strict responsibility of the WKBRHD, but it is noted that these issues do connect with the capital funding of improvements.

3. Acknowledging the authority and responsibility of the Regional Hospital Board, what recommendation[s] does your community make to the Hospital Board for their future considerations?

The key recommendation is that the Board become more proactive with planning.

As stated earlier, several communities encourage the Board to support or lobby for new investments in technology and in particular tele-health technology.

The issue of transportation is close to the forefront. One community suggested that ambulances be upgraded to reflect the rural nature of this WKBRHD while another community questioned whether or not part time ambulance personnel could obtain fulltime employment at community health centres, thereby increasing reliability and response time of the service.

A few communities expressed concern about the cost of future capital projects.

One community suggested that the Board investigate the possibility of providing incentives to have doctors and other specialist personnel travel to the communities more and patients travel less.

Other communities inquired about a nurse specialist for rural patients to co-ordinate treatments, coordinate appointments. The nurse specialist would alleviate the difficulties of having patients in one location and the treatment in other communities, inside and outside the region.

The expansion of opportunities for nurse practitioners and midwives was raised in several communities.

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Sasha Bird, Manager of Development & Engineering Services

Date: July 21, 2014

Subject: Water Regulations and Rates Repeal Bylaw No. 1501-R, 2014

Recommendation: **RESOLVED THAT** Council approve Water Regulations and Rates Repeal Bylaw No. 1501-R, 2014 and give the bylaw first, second and third readings.

BACKGROUND: The City of Grand Forks Water Regulations and Rates Bylaw No. 1501 was adopted in 1997 and requires updating to meet the current requirements for management and maintenance of the waterworks system of Grand Forks. The proposal is to have City Council repeal the existing bylaw and adopt a new bylaw which is similar to bylaws currently in use by other municipalities and cities in the Province.

At the June 23rd, 2014 Committee of the Whole meeting, Committee of the Whole recommended Council receive Water Regulations and Rates Repeal Bylaw No. 1501-R, 2014 and refer the bylaw to the Regular Meeting of Council scheduled for July 21, 2014, for first, second and third readings.

Benefits or Impacts of the Recommendation:

General: The objective is to rescind Water Regulations & Rates Bylaw 1501, 1997.

Strategic Impact: To allow for adoption of an updated bylaw that reflects current requirements and allows for better management of City infrastructure.

Financial: The City will have the ability to better manage the supply and distribution of water within the City and forecast financial requirements more accurately.

Policy/Legislation: Council's authority to amend or repeal bylaws comes from the Community Charter.

Attachments: 1) Draft – Water Regulations and Rates Repeal Bylaw No. 1501-R, 2014


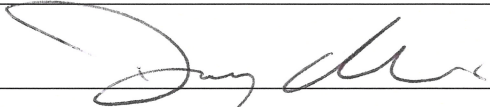
REQUEST FOR DECISION

— REGULAR MEETING —



Recommendation: **RESOLVED THAT** Council approve Water Regulations and Rates Repeal Bylaw No. 1501-R, 2014 and give the bylaw first, second and third readings.

-
- OPTIONS:**
1. COUNCIL COULD CHOOSE TO SUPPORT THE RECOMMENDATION.
 2. COUNCIL COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION.
 3. COUNCIL COULD CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.
-

	
Department Head or CAO	Chief Administrative Officer

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 1501-R

**A BYLAW TO REPEAL THE WATERWORKS REGULATIONS AND RATES
BYLAW NO. 1501, 1997**

=====

WHEREAS it is deemed necessary and expedient to repeal Bylaw No. 1501 in its entirety;

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

1. That Bylaw No. 1501, cited for all purposes as the "City of Grand Forks Water Regulations and Rates Bylaw No. 1501, 1997" and all amendments thereto, be hereby repealed.
2. This bylaw may be cited as "**The City of Grand Forks Water Regulations and Rates Repeal Bylaw No. 1501-R, 2014**".

Read a **FIRST** time this ____ day of _____, 2014.

Read a **SECOND** time this ____ day of _____, 2014.

Read a **THIRD** time this ____ day of _____, 2014.

FINALLY ADOPTED this ____ day of _____, 2014.

Mayor Brian Taylor

Diane Heinrich – Corporate Officer

CERTIFICATE

I hereby certify the foregoing to be a true copy of Bylaw No. 1501-R as adopted by the Municipal Council of the City of Grand Forks on the _____ day of _____, 2014.

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

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Sasha Bird, Manager of Development & Engineering Services
Roger Huston, Manager of Operations

Date: July 21, 2014

Subject: Water Regulations Bylaw No. 1973, 2014

Recommendation: **RESOLVED THAT** Council approve Water Regulations Bylaw No. 1973, 2014 and give the bylaw first, second and third readings.

BACKGROUND: The City of Grand Forks Water Regulations & Rates Bylaw No. 1501 was adopted in 1997 and requires updating to meet the current requirements for management and maintenance of the waterworks system of Grand Forks. The proposal is to have City Council adopt a new Water Regulations Bylaw which is similar to bylaws currently in use by other municipalities and cities in the Province, but structured to meet our community's needs.

At the June 23rd, 2014 Committee of the Whole Meeting, the Committee of the Whole recommended Council receive the introduction of the new Water Regulations Bylaw No. 1973, 2014 and refer the Bylaw to the Regular Meeting of Council scheduled for July 21, 2014, for first, second and third readings.

Benefits or Impacts of the Recommendation:

General: The objective is to rescind Water Regulations & Rates Bylaw 1501, 1997 and all amendments thereto and to adopt an updated, legislated bylaw that is workable and enforceable by City staff.

Strategic Impact: To update the Bylaw to reflect current requirements and allow for better management of City infrastructure.

Financial: The City will have the ability to better manage the supply and distribution of water within the City and forecast financial requirements more accurately.

Policy/Legislation: Council's authority to regulate water supply and usage comes from the Community Charter.

Attachments: 1) Draft - Water Regulations Bylaw No. 1973, 2014

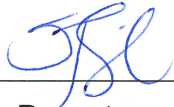
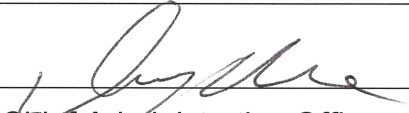
REQUEST FOR DECISION

— REGULAR MEETING —



Recommendation: **RESOLVED THAT** Council approve Water Regulations Bylaw No. 1973, 2014 and give the bylaw first, second and third readings.

- OPTIONS:**
- 1. COUNCIL COULD CHOOSE TO SUPPORT THE RECOMMENDATION.**
 - 2. COUNCIL COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION.**
 - 3. COUNCIL COULD CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.**
-

	
Department Head or CAO	Chief Administrative Officer

THE CORPORATION OF THE CITY OF GRAND FORKS

WATER REGULATIONS BYLAW NO. 1973

A bylaw to provide for the regulation and use of the water system of the City of Grand Forks

WHEREAS the City of Grand Forks has established and operates a water system pursuant to its powers under the Community Charter, for the purpose of providing water to the residents, institutions, commercial and industrial users, and all other consumers in the City;

AND WHEREAS the City Council of the City of Grand Forks deems it necessary to set the rates, fees, charges and terms and conditions under which water may be supplied, protected and used;

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

1. TITLE

- 1.1 This bylaw may be cited for all purposes as the **“Water Regulations Bylaw No. 1973, 2014”**.

2. DEFINITIONS

- 2.1 In this Bylaw, unless the context otherwise requires:

“Agricultural User” means any Owner of land in the Agricultural Land Reserve or bona fide agricultural land that is connected to the Waterworks System;

“Applicant” means any Owner or duly authorized agent making an application for Service, Water Connection/Disconnection, or the Turn-on or Turn-off of water;

“Backflow Preventer” means a mechanical apparatus installed in a water system that prevents the backflow of contaminants into the potable Waterworks System;

“Bi-monthly” means every two-month period;

“Bone Fide Agricultural Land” means land used for agricultural purposes, as defined by the BC Assessment Authority;

“Bylaw Enforcement Officer” means a person in a class prescribed under section 273 (c) of the *Community Charter* who is designated by a local government as a bylaw enforcement officer, and every Peace Officer;

“City” means the Corporation of the City of Grand Forks;

“City specifications” means the specifications, drawings and other standards for works and services established under the **Subdivision, Development and Servicing Bylaw No. 1424, 1994**.

“Collector” means the Person appointed from time to time by Council as the Collector;

“Collector’s Roll” means a list of each property served by the Waterworks System that is liable to water charge, and which designates the Owner as a Domestic User, a Non-Domestic User, an Agricultural User or a combination thereof;

“Commercial” means all industrial, utility and business properties as defined as Class 2,4,5 and 6 under the *B.C. Assessment Act* and any institutional and apartment buildings with three or more units and any residential with two or more units within the same assessment folio, upon written application by the Owner;

“Council” means the Municipal Council of the Corporation of City of Grand Forks;

“Curb Stop” means the valve on a Service pipe located on the street or lane at or near an Owner’s Parcel Boundary;

“Customer” means any person, company, or corporation who has opened a service account with the City for the purpose of being supplied water from the City Waterworks System;

“Domestic User” means any Owner of land connected to the Waterworks System using water for residential household requirements, sanitation, fire prevention, or lawn and garden irrigation purposes;

“Dwelling Unit” means a building or a part of a building in which a person or persons live. This means one or more rooms are to be used as or designed as a residence, which contains sleeping, cooking and sanitary facilities and has an independent entrance, either directly from outside a building or from a common hallway inside a building.

“Manager of Operations” means the individual appointed by Council to manage and oversee the day-to-day operation of the Waterworks System or his/her designate and, along with other City staff, to administer this bylaw;

“Meter Pit” means a chamber installed below or above the ground over a residential or irrigation water Service for the purpose of installing a Water Meter;

“Non-Domestic User” means any Owner of land connected to the Waterworks System that is not using water as a Domestic User or Agricultural User;

“Occupier” has the same meaning as in the Community Charter, as amended from time to time;

“Owner” has the same meaning as in the Community Charter, as amended from time to time;

“Parcel Boundary” means the line that defines the perimeter of a parcel of land;

“Person” includes a corporation, partnership or party, and the Personal or legal representatives of a Person to whom the context can apply, according to law;

“Service” means and includes the supply of water to any Owner or any lot, and all the pipes, valves, fittings, meters, connections and other things necessary for the purpose of such supply;

“Service Connection” means the connecting line from the Waterworks System to the Parcel Boundary, and includes all related pipes, shut off valves and other appurtenances;

“Single-family Detached Dwelling” means a Dwelling Unit generally designed for and occupied by one family;

“Sprinkling” means to allow water from the City’s water supply to enter onto lawns, gardens and other outdoor areas;

“Turn-off” means to discontinue the Service to any Owner or any lot by closing a Curb Stop or by such other means as the City finds appropriate;

“Turn-on” means to commence the Service to any Owner or any lot by opening a Curb Stop or by such other means as the City finds appropriate;

“Water Connection” means the pipes and appurtenances on private property used or intended to be used to conduct water from the Curb Stop to the private property;

“Water Meter” means an apparatus or device used for measuring the volume of water passing through it, and includes any accessories such as a remote reader device and the connecting cable;

“Water User” means any Person who is the Owner or agent for the Owner of any premises to which the Service is provided, and also any Person who is the Occupier of any such premises, and also any Person who is actually a user of water supplied to any premises;

“Waterworks System” means the entire water system of the City, including, without limitation, the distribution system and the intake, reservoirs, and any water treatment facilities.

3. GENERAL PROVISIONS

- 3.1 To the extent that the City has not already established the Service of water supply, the City hereby establishes the Service of supplying water to the City through the Waterworks System and operating, constructing, maintaining and regulating the Waterworks System.
- 3.2 The City does not guarantee water pressure, continuous supply or direction of water flow. The City reserves the right at any time, without notice, to change the operating pressure, to shut off water or to change the direction of flow. The City, its officers, employees, nor agents shall be liable for any damage or other loss caused by changes in water pressure, shutting off water or change in direction of flow or by reason of the water containing sediments, deposits, or other foreign matter.
- 3.3 Nothing contained in this bylaw shall be construed to impose any liability on the City to provide water to any Person or property or to provide a continuous supply of water or water of any particular quantity or quality.
- 3.4 Any supply of water by the City is subject to the following conditions, in addition to the other conditions set out in this Bylaw:
 - (a) the City is not responsible for the failure of the water supply as a result of any accident or damage to the Waterworks System;
 - (b) the City is not responsible for any excessive water pressure or lack of water pressure;
 - (c) the City is not responsible for any temporary stoppage of water supply on account of alterations or repairs to the Waterworks System,

whether such arises from the negligence of any Person in the employ of the City or another Person, or through natural deterioration or obsolescence of the Waterworks System or otherwise.

4. APPLICATIONS FOR SERVICE CONNECTION AND WATER CONNECTION

- 4.1 An Owner or an Owner's duly authorized agent must make an application to the City to install a Service Connection from the Waterworks System to the Owner's Parcel Boundary, and a Water Connection from the Curb Stop to his or her private property, and shall submit the application on the required form(s), as provided by the City and amended from time to time. Such Applicant shall, on making the application, pay to the City the applicable fee(s) as set out in **Schedule A**.

5. CONSTRUCTION OF THE SERVICE CONNECTION

- 5.1 Upon a completed application being received for the installation of a Service Connection, and payment of applicable fee(s) in full, a contractor pre-approved by the City may install a Service Connection from the Waterworks System to the Parcel Boundary and a Curb Stop at the Parcel Boundary.
- 5.2 An Owner is responsible for the installation of a Service Connection and a Curb Stop at the Parcel Boundary, at his or her sole cost.
- 5.3 Each property shall have only one Service Connection except where a separate connection is required by the Manager of Operations.
- 5.4 The size of the pipe to be used in providing a Service Connection to any premises and also the position in the street in which the Service Connection is to be laid shall be determined by the Manager of Operations.
- 5.5 No work of any kind in relation to a Service Connection, either for the laying of a new Service Connection or repair of an existing Service Connection, shall be done by any Person other than a contractor approved by the Manager of Operations.

6. CONSTRUCTION OF THE WATER CONNECTION

- 6.1 Upon a completed application being received for the installation of a Water Connection, and payment of the applicable fee(s) in full, the Owner may install a Water Connection from the Curb Stop to the Owner's private property, and the Manager of Operations shall classify the Owner as either a Domestic User, a Non-domestic User, an Agricultural User, or any combination thereof.
- 6.2 An Owner is responsible for the installation of a Water Connection, at his or her sole cost.
- 6.3 Installation of a Water Connection must comply with the following requirements:

- (a) the type and size of pipe used for the Water Connection must meet the standards for piping as determined by the Manager of Operations or his/her designate;
 - (b) all Water Connection lines shall be installed to provide a minimum depth of 1.5 metres cover;
 - (c) where required by the Manager of Operations, a Backflow Preventer must be installed at the building as close as possible to the entrance point of the Water Connection into the building; and
 - (d) after the Water Connection lines have been installed, the Owner must not backfill the excavation until the installation of the Water Connection has been inspected and approved by the City.
- 6.4 No work of any kind in relation to a Water Connection, either for the laying of a new Water Connection or repair of an existing Water Connection, shall be done by any Person other than a contractor approved by the Manager of Operations.
- 6.5 The Owner is solely responsible for supplying, installing and maintaining the Curb Stop and the connection or joint at the property line between the Service Connection and the Water Connection.
- 6.6 The Owner is responsible for any damage caused by the Owner to the Curb Stop and must immediately notify the Manager of Operations of any such damage.
- 6.7 Where required by the Manager of Operations, an Owner shall install a pressure-reducing device on his or her property, to the satisfaction of the Manager of Operations.
- 6.8 An Owner is responsible for maintaining the Water Connection and Backflow Preventer in good repair and in a clean and sanitary condition at all times, and must remedy any defect in the Water Connection as soon as the Owner becomes or is made aware of the defect. The Owner must immediately advise the Manager of Operations of any defect in the Water Connection.
- 7. WATER TURN-OFF / TURN-ON**
- 7.1 All applications for the Turn-off or Turn-on of the water Service must be made in writing to the Manager of Operations not less than forty-eight (48) hours before the Turn-off or Turn-on is required.
- 7.2 On application by a property Owner or duly authorized agent, on the required form(s) as provided by the City and amended from time to time, the applicant shall pay the applicable fee as set out in **Schedule A**.

- 7.3 Any Person who applies to the City for the Turn-on of the Service shall provide to the Manager of Operations confirmation that the Water Connection was satisfactorily tested, inspected and approved by the City.
- 7.4 No Person shall make an application for the Turn-off of the Service from any premises in use, or occupied by any other Person, until such use or occupation has ceased, the premises have been vacated, or the occupying Person consents.
- 7.5 Any unauthorized Person found to have turned the water on or off is guilty of an offence under this bylaw and will be subject to a penalty in accordance with Section 12.11.

8. WATER DISCONNECTION/RECONNECTION

- 8.1 When any building within the City is removed, demolished or abandoned, application for disconnection of a water Service shall be made in writing, by the property Owner, on the required form(s) as provided by the City and amended from time to time and delivered to the City Office. Until such application has been submitted, water rates may be charged as prescribed in **Schedule A** to the property Owner.
- 8.2 All applications for the disconnection or reconnection of the water Service must be made in writing to the Manager of Operations not less than one (1) week before the disconnection/reconnection is required.
- 8.3 On application by a property Owner or duly authorized agent, on the required form(s) as provided by the City and amended from time to time, the applicant shall pay the applicable fee as set out in **Schedule A**.
- 8.4 Any Person who applies to the City for reconnection of the Service shall provide to the Manager of Operations confirmation that the Water Connection was satisfactorily tested, inspected and approved by the City.
- 8.5 Any unauthorized Person found to have disconnected from or reconnected to the water Service is guilty of an offence under this bylaw and will be subject to a penalty in accordance with Section 12.11.

9. RESTRICTIONS ON USE OF WATER

- 9.1 Council may at such times and for such length of time as is considered necessary or advisable by Council, restrict or prohibit irrigation, yard and garden Sprinkling, car washing and private pool filling to reduce water usage when it considers water to be in short supply and every Person shall abide by such restriction or prohibition.

- 9.2 The City may at such times and for such length of time as is considered necessary or advisable by Council, restrict or prohibit other water uses when it considers water to be in short supply and every Person shall abide by such restriction or prohibition.

10. WATER METERS

- 10.1 Every Owner of property that receives the supply of water from the Waterworks System shall, at the sole cost of the Owner, purchase a Water Meter from the City and shall install the Water Meter on his or her property in compliance with the provisions of this bylaw.
- 10.2 Notwithstanding Section 10.1, the City shall supply and install Water Meters to those properties built prior to January 1, 2015, free of charge.
- 10.3 Only one Water Meter shall be installed for each Water Connection on a property.
- 10.4 The Manager of Operations may determine and specify the type and size of Water Meters for each type of property and use, considering the Manager of Operation's estimate of water consumption and other factors considered relevant by the Manager of Operations.
- 10.5 Every Water Meter shall be installed by a certified plumber or qualified contractor retained by the Owner of the parcel and approved by the Manager of Operations.
- 10.6 Where water services a single building on private property, the Water Meter shall be located in the building as close as possible to the entrance point of the Water Connection into the building, unless otherwise approved by the Manager of Operations.
- 10.7 Notwithstanding Section 10.6, the Owner of each newly constructed Single-family Detached Dwelling in the City shall install a water meter within the Dwelling Unit or a Meter Pit, as per current industry standards as determined by the Manager of Operations, with a Water Meter at the Parcel Boundary. For clarity, a newly constructed single-family detached dwelling is any single-family detached dwelling constructed after adoption of this bylaw. The City will provide a water meter free of charge up until July 31, 2015.
- 10.8 Where water services multiple-unit housing or Commercial, industrial or institutional property, the Water Meter must be located within a meter room or some other location approved by the Manager of Operations.
- 10.9 The Owner shall maintain the Water Meter on his or her property in good repair and shall not tamper with the Water Meter in any manner. The Owner shall

provide adequate protection for the Water Meter against freezing, heat and other severe conditions that might damage the Water Meter.

- 10.10 If any breakage, stoppage or other irregularity in a Water Meter is observed by an Owner, the Owner shall notify the Manager of Operations immediately.
- 10.11 If a Water Meter installed on a property is destroyed, lost or damaged in any way, the Owner shall repair or replace the Water Meter at his or her sole cost.
- 10.12 An Owner must, at all reasonable times, provide adequate, convenient, and unobstructed access to the City for inspecting and reading the Water Meter.
- 10.13 No Person shall remove or in any way disturb a Water Meter except under the direction of the Manager of Operations.
- 10.14 The Service shall not be activated to a property until a Water Meter has been installed on the property and any Meter Pit has been inspected by the City and found to be in compliance with this bylaw.
- 10.15 If the City or an Owner questions the accuracy of the record of a Water Meter, the City shall designate a qualified professional to remove and test the Water Meter.
- 10.16 If the test performed under Section 10.15 discloses that the Water Meter is not less than 98% accurate in recording the water passing through the Water Meter, the party questioning the accuracy of the Water Meter shall pay the meter testing fee specified in **Schedule A**. If the test performed under Section 10.15 discloses that the Water Meter is less than 98% accurate in recording the water passing through the Water Meter, the cost of the test shall be borne by the City.
- 10.17 If the test performed under Section 10.15 discloses that the Water Meter is less than 98% accurate in recording the water passing through the Water Meter, the City shall repair or replace the Water Meter, at its own cost.
- 10.18 If the test performed under Section 10.15 discloses that the Water Meter is less than 98% accurate in recording the water passing through the Water Meter, the Manager of Operations shall adjust the Owner's water bill by the amount of the inaccuracy for a period not exceeding one (1) year. The adjustments shall only apply to the Owner who overpaid or underpaid and not to any subsequent Owner of the property.

11. FAILURE TO INSTALL A WATER METER

- 11.1 If an Owner fails to install a Water Meter as required by this bylaw, the City may, upon giving notice to the Owner, install a Meter Pit and Water Meter at the Curb Stop at the sole cost of the Owner. Prior to and including July 31, 2015 the

Owner will be responsible for the difference in cost between in-home installation and Meter Pit installation. After July 31, 2015 the Owner will be responsible for all costs associated with installation.

12. OFFENCES AND PROHIBITIONS

12.1 No Person shall:

- (a) connect or maintain any connection to, or use water from the Waterworks System without first obtaining permission from the Manager of Operations in accordance with this bylaw;
- (b) connect, cause to be connected or allow to remain connected any building on any property already connected to the Waterworks System to any other source of water;
- (c) connect, cause to be connected or allow to remain connected to the Waterworks System any pipe, fixture, fitting, container, appliance or apparatus, in any manner which, under any circumstances, could cause or allow any part of the Waterworks System to become contaminated;
- (d) sell, dispose of or otherwise give away water from the City Waterworks System;
- (e) connect any apparatus, fitting, or fixture to the Waterworks System which may in any way harm the Waterworks System.

12.2 No Person shall cause, permit or allow any device or apparatus of any kind to be or remain connected to the Waterworks System or allow it to be operated in such a manner as to cause sudden large demands for water or otherwise affect the stability of water pressure in the Waterworks System and, for the purposes of this section, such prohibited devices and apparatuses include, without limitation:

- (a) booster pumps;
- (b) quick opening valves or quick closing valves;
- (c) flush meters;
- (d) rod hopper water closets;
- (e) water-operated pumps or siphons;
- (f) standpipes;
- (g) large outlets.

- 12.3 Notwithstanding Section 12.2, an Owner may apply to the Manager of Operations in writing for permission to connect a prohibited device or apparatus to the Waterworks System. Upon receiving permission from the Manager of Operations, the Owner may connect a prohibited device or apparatus to the Waterworks System, subject to any terms and conditions imposed by the Manager of Operations.
- 12.4 No Person shall destroy, injure, obstruct access to, or tamper with any hydrant, valve, Curb Stop, pipe, pump or other fixture of the Waterworks System or the Water Connection and no Person shall in any manner make any additions, alterations or other changes to the Waterworks System or the Water Connection.
- 12.5 No Person shall use water from the Waterworks System unless that usage is recorded by a properly functioning Water Meter that is installed and maintained in accordance with this bylaw.
- 12.6 No Person shall install any piping or other works designed to allow water from the Waterworks System to be used without that usage being recorded by a Water Meter.
- 12.7 Where the Manager of Operations considers that a Person has violated Section 12.5 or 12.6, the City may install a Meter Pit with a Water Meter at or near the Parcel Boundary of the property either on the property or on the adjacent highway.
- 12.8 Where the City has installed a Meter Pit with a Water Meter under Section 12.7, the Owner of the property in respect of which the Meter Pit with a Water Meter was installed shall pay to the City a fee equal to the cost incurred by the City to install the Meter Pit and Water Meter, including the cost of the pit and meter.
- 12.9 Where a Person has violated Section 12.4, 12.5 or 12.6, the Owner of the property in respect of which the violation has occurred shall pay to the City an unrecorded water usage penalty as set out in Municipal Ticket Information Bylaw No. 1957, and additional charges as described in **Schedule A**, whether or not the City has installed a Meter Pit with a Water Meter at or near the Parcel Boundary under Section 12.7.
- 12.10 Charges imposed under Section 12.8 or 12.9 are due and payable within 30 days of the date on which an invoice setting out the amount of the fee is mailed to the address of the Owner as shown on the assessment roll for the property referred to in those Sections and if unpaid on December 31 of the year in which the charges became due and payable, may be collected in the same manner and with the same remedies as property taxes.

- 12.11 Any Person who contravenes any of the provisions of this Bylaw is liable upon summary conviction to a minimum fine of not less than One Thousand Dollars (\$1000.00) and a maximum fine of Ten Thousand Dollars (\$10,000.00) and the cost of prosecution. Every day during which there is an infraction of this bylaw shall constitute a separate offence.

13. SHUT OFF OF WATER SUPPLY

- 13.1 The Manager of Operations may shut off the supply of water to any property for any or all of the following reasons:

- (a) a request for Turn-off or discontinuance of the Service;
- (b) maintaining, repairing, renovating, replacing, disinfecting or otherwise operating the Waterworks System;
- (c) an emergency that threatens the safety of the Waterworks System or the public;

and the City may shut off the supply of water to any property for any or all of the following reasons;

- (d) non-compliance with any provision of this bylaw;
- (e) shortage of water supply pursuant to Section 9.1 or 9.2 of this bylaw.

14. NOTICES OF WATER SHUT OFF

- 14.1 Where water supply is to be shut off for non-compliance with any provision of this bylaw, the City will give thirty (30) days notice to the Owner.
- 14.2 Where water supply is to be shut off for reason of non-compliance with any provision of this bylaw, the City will give the Person affected the opportunity to make representations to Council in respect of such non-compliance.
- 14.3 Where water supply is to be shut off for reason of shortage of water supply pursuant to Section 9.1 or 9.2 of this bylaw, the City will give at least seven (7) days notice, but no notice will be given where safety of life or property is at risk.
- 14.4 Where water supply is to be shut off for maintenance, repair, renovation, replacement, disinfection or other operation of the Waterworks System, the City will give at least two (2) working days notice for scheduled work, but no notice will be given where safety of life or property is at risk.
- 14.5 Notice under Sections 14.1, 14.3 and 14.4 may be given by one or more of the following:

- (a) posting notice on the property;
 - (b) providing notice on an Owner's water bill;
 - (c) mailing notice to the address supplied by the Owner or the address of the property;
 - (d) telephoning the Owner, which may include speaking directly to the Owner or leaving a message at the telephone number supplied by the Owner.
- 14.6 The City is not responsible for any notice failing to reach an Owner or other Water User prior to the shut off of water.

15. WATER USE CHARGES

- 15.1 Property Owners shall be responsible for payment of all rates for water used and consumed on properties owned by them.
- 15.2 The user rates and charges specified in **Schedule A** are imposed and levied for water Services supplied by the City. All such rates shall be due and payable on or before the date shown as the DUE DATE on the Bi-monthly billing rendered by the City. These rates may also be paid on the City's Tax/Utility Preauthorized Pre-Payment Plan.
- 15.3 User rates and charges not paid by the DUE DATE shall be subject to an overdue account penalty, as set out in the current **Fees and Charges Bylaw**, on the working day after the DUE DATE and monthly thereafter.
- 15.4 For any new water Service connected to the City system during a Bi-monthly billing period, full basic charges for the billing period will apply and the user rates relating to consumption shall be based on recorded consumption. If no meter reading is available, the user rate will be prorated over the number of days from connection to the end of the billing period.
- 15.5 For any water Service disconnected or reconnected from the City system, Section 8 of this bylaw shall apply. Should the property Owner elect to have water Service to a building turned on or off, as described in Section 7 of this bylaw, water basic charges and user rates will continue to be charged.
- 15.6 The charges prescribed in **Schedule A** to cover the cost of disconnecting or reconnecting the service or turning the water supply "off" or "on" shall apply.
- 15.7 User rates shall be invoiced on a Bi-monthly basis.
- 15.8 Upon application, the City will permit qualifying customers, to make equal monthly payments. The payments will be calculated to yield during the period

ending in December, the total estimated amount that would be payable by the customer during the year. Application will be accepted at any time of the year. All accounts will be reconciled in December.

A customer will qualify for the plan provided the account is not in arrears and the customer expects to be on the plan for at least one (1) year.

The equal payment plan may be terminated by the customer, or the City, if the customer has not maintained his credit to the satisfaction of the City. The City deems credit to be unsatisfactory if, for any reason, two payments fail to be honoured. On the reconciliation date, or termination, the amounts payable by the customer to the City for water Service actually consumed during the equal payment period will be compared to the sum of equal payments made during the period. Any resulting amount owing by the customer will be paid to the City. An excess of payments over charges will be paid or credited by the City to the customer. If such amounts are less than \$10.00 (ten dollars), they will be carried forward and included in the calculation of the equal payments for the next period.

- 15.9 All rates and charges remaining unpaid on the 31st day of December in each year shall be added to and form part of the taxes payable in respect of the land and improvements therein, and shall be entered on the Collector's Roll as taxes in arrears.

16. INSPECTION

- 16.1 The Manager of Operations and any Bylaw Enforcement Officer may enter on any property at any reasonable time for the purpose of inspecting and ascertaining whether the regulations and requirements of this Bylaw are being observed.
- 16.2 No Person shall obstruct or interfere with the Manager of Operations or any Bylaw Enforcement Officer in the performance of his or her duties or the exercise of his or her powers under this bylaw.

17. SEVERABILITY

- 17.1 If any portion of this bylaw is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this bylaw.

18. REPEAL

- 18.1 The "Corporation of the City of Grand Forks Waterworks Regulation Bylaw No. 1501, 1997" and all amendments thereto are hereby repealed.

19. ENACTMENT

19.1 This bylaw is to take effect upon adoption by the Council of the Corporation of the City of Grand Forks.

READ A FIRST TIME this _____ day of _____, 2014.

READ A SECOND TIME this _____ day of _____, 2014.

READ A THIRD TIME this _____ day of _____, 2014

RECONSIDERED AND FINALLY ADOPTED this _____ day of _____, 2014.

Mayor

Corporate Officer

CERTIFICATE

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1973, as passed by the Municipal Council of the City of Grand Forks on the _____ day of _____, 2014.

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

Date Signed

SCHEDULE "A"
SERVICE CHARGES

1. Charges for installation of water service:

- (a) Residential: 19 mm diameter (3/4") & 24.5 mm diameter (1")

***NOTE: Water Meter Mandatory**

At Cost by Contractor, including any additional service costs itemized in (d), plus 15%

- (b) Commercial, Industrial & Institutional

***NOTE: Water Meter Mandatory**

At Cost by Contractor, including any additional service costs itemized in (d), plus 15%

- (c) Renewal (upgrading, including meter retrofit)

At Cost by Contractor, including any additional service costs itemized in (d), plus 15%

- d) Additional service costs not included in (a), (b), and (c) above:

- i) Service or main extension (greater than 25.4 mm diameter and/or where the service line exceeds 15 m in length)
- ii) Restoration including but not limited to: asphalt road repair, concrete curb, sidewalk (concrete), and boulevard landscaping

2. Charges for each time the water supply is turned on/off

During normal working hours (Monday – Friday) \$ 50.00

3. Charges for after-hours callout – evenings, weekends, statutory holidays

Private property issue \$ 250.00

4. Purchase of water from City Bulk Water Facility

Rate per cubic meter or portion thereof \$ 4.00

5. Water Meter Installation – subject to Sections 10.2, 10.7 & 11.1

(a) Standard in-house installation

At Cost by Contractor, plus 15%

(b) In-house installation with modifications*

At Cost by Contractor, plus 15%

(c) Pit meter

At Cost by Contractor, plus 15%

* Any modifications to water meter installation that result in the requirement for a manual read of the meter will result in a reading charge.

6. Additional Charges

(a) Manual meter reading charge – per occurrence \$ 25.00

(a) Meter re-read at Customer's request – per occurrence \$ 25.00

(b) Meter testing at Customer's request – per occurrence At Cost

(c) Water meter tampering charge – per occurrence \$ 200.00

(d) Charge for damage due to tampering

At Cost by Contractor for installation of new water meter plus the water meter tampering charge.

Schedule A
Bylaw No. 1973
Page 3 of 3

7. User Rates – Effective July 1, 2014

	Per Unit Bi-monthly Fixed Charge & Capital Charge	Per Account (per meter) Bi-monthly Fixed Charge & Capital Charge	Per Account Bi-monthly Customer Charge	Per Cubic Meter	Bi-Monthly Variable Water Charges for Non-Metered, Per Residence
User Class					
Metered Multi-Family Apartment (one tax folio)	\$28.50		\$7.00	\$0.113	
Commercial Office Properties (water use restricted to staff washroom)		\$26.50	\$7.00	\$0.113	
Commercial (Class06) Properties not listed below		\$59.00	\$7.00	\$0.124	
Large Industrial (Class 04) Properties		\$59.00	\$7.00	\$0.124	
Commercial laundry, car wash Properties		\$59.00	\$7.00	\$0.124	
Hotels, Restaurants, Malls		\$59.00	\$7.00	\$0.124	
Institutions, schools, recreation facilities (arenas, pools) irrigation systems		\$59.00	\$7.00	\$0.124	
Buildings not connected to Water System on lots where service is available		\$21.50	\$7.00		
Residential Properties not metered	\$45.25		\$7.00		\$16.40

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Sasha Bird, Manager of Development & Engineering Services
Date: July 21, 2014
Subject: Municipal Ticket Information Bylaw No. 1957, 2013
Recommendation: **RESOLVED THAT** Council approve Bylaw No. 1957-A2 as an amendment to Municipal Ticket Information Bylaw No. 1957, 2013 and give the amendment bylaw first, second and third readings.

BACKGROUND: The City of Grand Forks Municipal Ticket Information Bylaw No. 1957, 2013 requires an updated schedule for a newly-instated fee for unrecorded usage of water from the Waterworks System.

At the June 23rd, 2014 Committee of the Whole meeting, the Committee of the Whole recommended Council receive Bylaw No. 1957-A2 as an amendment to Municipal Ticket Information Bylaw No. 1957, 2013 and refer the amendment bylaw to the Regular Meeting of Council scheduled for July 21, 2014, for first, second and third readings.

Benefits or Impacts of the Recommendation:

General: The objective is to amend the bylaw with an added schedule to reflect current rates/charges.

Strategic Impact: N/A

Financial: The City will have the ability to recover costs resulting from abuse of the supply and distribution of the Waterworks System.

Policy/Legislation: Council's authority to amend or repeal bylaws comes from the Community Charter.

Attachments: 1) Draft – Municipal Ticket Information Amendment Bylaw No. 1957-A2, 2014

Recommendation: **RESOLVED THAT** Council approve Bylaw No. 1957-A2 as an amendment to Municipal Ticket Information Bylaw No. 1957, 2013 and give the amendment bylaw first, second and third readings.

REQUEST FOR DECISION

— REGULAR MEETING —



- OPTIONS:**
- 1. COUNCIL COULD CHOOSE TO SUPPORT THE RECOMMENDATION.**
 - 2. COUNCIL COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION.**
 - 3. COUNCIL COULD CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.**

	
Department Head or CAO	Chief Administrative Officer

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 1957-A2

**A Bylaw to Amend the City of Grand Forks
Municipal Ticket Information Bylaw No. 1957, 2013**

=====

WHEREAS Council may, by bylaw, amend the provisions of the Municipal Ticket Information Bylaw No. 1957, pursuant to the Local Government Act;

AND WHEREAS Council desires to amend the Municipal Ticket Information Bylaw No. 1957, 2013 by adding a Schedule 11, as described below;

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

1. That the Municipal Ticketing Information Bylaw No. 1957, 2013 be amended by adding Schedule 11, as follows:

SCHEDULE 11

Bylaw No. 1973 “Water Regulations Bylaw”

COLUMN 1	COLUMN 2	COLUMN 3
Offence	Section	Fine
Unrecorded usage of water from the Waterworks System	12.9	\$750.00

2. That this bylaw may be cited as the “**City of Grand Forks Municipal Ticket Information Amendment Bylaw No. 1957-A2, 2014**”.

READ A FIRST TIME this ____ day of _____, 2014.

READ A SECOND TIME this ____ day of _____, 2014.

READ A THIRD TIME this ____ day of _____, 2014.

FINALLY ADOPTED this ____ day of _____, 2014.

Brian Taylor, Mayor

Diane Heinrich – Corporate Officer

CERTIFICATE

I hereby certify the foregoing to be a true copy of Bylaw No. 1957-A2 as passed
by the Municipal Council of the City of Grand Forks on the
_____ day of _____, 2014.

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

Date