

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

MONDAY FEBRUARY 23RD, 2015, 7:00PM

	<u>ITEM</u>	<u>SUBJECT MATTER</u>	<u>RECOMMENDATION</u>
1.	<u>CALL TO ORDER</u>		
2.	<u>ADOPTION OF AGENDA</u>		
	a) Adopt Agenda	February 23rd, 2015, Regular Meeting Agenda	THAT Council adopt the February 23rd, 2015, Regular Meeting Agenda as presented.
3.	<u>MINUTES</u>		
	a) Adopt minutes Min-Feb 10th-COTW_001.pdf	February 10th, 2015, COTW Meeting minutes	THAT Council adopt the February 10th COTW Meeting minutes as presented.
	b) Adopt minutes Min-Reg-Feb 10_001.pdf	February 10th, 2015, Regular Meeting minutes	THAT Council adopts the February 10th, 2015, Regular Meeting minutes
	c) Adopt minutes Min-Special-Feb 13_001.pdf	February 13th, 2015, Special Meeting to go In-Camera	THAT Council adopt the February 13th, 2015, Special Meeting to go In-Camera minutes as presented.
4.	<u>REGISTERED PETITIONS AND DELEGATIONS</u>		
5.	<u>UNFINISHED BUSINESS</u>		
	a) Corporate Services - MAAPS request for Lease Extension RFD-MAAPS Lease Extension Request.pdf	Council referred this issue to February 23rd, 2015 Regular Meeting for further discussion	RESOLVED THAT Council discusses options with regard to the MAAP (Multi Agency Accommodation Project) Program and property.
6.	<u>REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL (VERBAL)</u>		
	a) Corporate Officer's Report Council_001.pdf	Verbal reports of Council	THAT all reports of members of Council, given verbally at this meeting, be received.
7.	<u>REPORT FROM COUNCIL'S</u>		

**REPRESENTATIVE TO THE REGIONAL
DISTRICT OF KOOTENAY BOUNDARY**

- | | | |
|---|--|--|
| a) Corporate Officer's Report
RDKB_001.pdf | Verbal report from Council's representative to the Regional District of Kootenay Boundary, given verbally at this meeting be received. | THAT Councillor Krog's report on the activities of the Regional District of Kootenay Boundary, given verbally at this meeting be received. |
|---|--|--|

8. **RECOMMENDATIONS FROM STAFF FOR
DECISIONS**

- | | | |
|--|--|--|
| a) Chief Financial Officer
RFD - CFO - Policy 802-A1
Purchasing & Contracting
Authority.pdf | Policy #802-A1 Contracting Authority and Purchasing revision | THAT Council adopt Policy #802-A1 Contracting Authority and Purchasing. |
| b) Corporate Services
RFD-Amendment to Pro Blw_001.pdf | Bylaw No. 2011, 2015, A Bylaw to amend Procedure Bylaw N0. 1946, 2013. | THAT Council give first three readings to Bylaw No. 2011, 2015, A Bylaw to amend Procedure Bylaw N0. 1946, 2013. |
| c) Cannafest Kootenays
Varabioff_001.pdf | Additional information has been submitted by Mr. Varabioff regarding the music event for consideration of Council. | THAT Council advise staff as to whether they choose to support the event request as submitted by Mr. Varabioff. |

9. **REQUESTS ARISING FROM
CORRESPONDENCE**

10. **INFORMATION ITEMS**

- | | | |
|---|---|-------------------------|
| a) Mackay
SOII - Mackay, B&J re BETHS
Bldg..pdf | Support letter for BETHS | Receive for Information |
| b) Selina Robinson MLA
Opposition Spokesperson for Local Government and Sport
SOII - Robinson, Selina - Official
Opposition Spokesperson for Local
Gov..pdf | Local Government Issues | |
| c) James and Marcella Kastrukoff
SOII - Water Meter Private Citizen
Questionnaires.pdf | Private Citizen water meter questionnaire | Receive for Information |

11. **BYLAWS**

- | | | |
|----------------------------|--------------------------------|-------------------------|
| a) Chief Financial Officer | Bylaw 2009- Electrical Utility | THAT Council give final |
|----------------------------|--------------------------------|-------------------------|

[RFD - CFO - Bylaw 2009 Electrical
Utility Regulatory Amendment.pdf](#)

Regulatory Amendment
Bylaw

reading to Bylaw 2009 -
Electrical utility Regulatory
Amendment Bylaw.

12. **LATE ITEMS**
13. **QUESTIONS FROM THE PUBLIC AND THE
MEDIA**
14. **ADJOURNMENT**

THE CORPORATION OF THE CITY OF GRAND FORKS

COMMITTEE OF THE WHOLE MEETING
TUESDAY FEBRUARY 10TH, 2015.

PRESENT: MAYOR FRANK KONRAD
COUNCILLOR JULIA BUTLER
COUNCILLOR CHRIS HAMMETT
COUNCILLOR NEIL KROG
COUNCILLOR COLLEEN ROSS
COUNCILLOR CHRISTINE THOMPSON
COUNCILLOR MICHAEL WIRISCHAGIN

**NOT ADOPTED
SUBJECT TO CHANGE**

ACTING CHIEF ADMINISTRATIVE OFFICER
CHIEF FINANCIAL OFFICER
ACTING CORPORATE OFFICER
MANAGER OF DEVELOPMENT
AND ENGINEERING
MANAGER OF BUILDING AND
BYLAW SERVICES
MANAGER OF OPERATIONS

D. Heinrich
R. Sheperd
S. Winton

S. Bird

W. Kopan
R. Huston

GALLERY

CALL TO ORDER

The meeting was called to order at 9am.

COMMITTEE OF THE WHOLE AGENDA

Agenda
February 10th, 2015, COTW Agenda

MOTION: BUTLER

RESOLVED THAT COTW adopt the February 10th, COTW Agenda as presented.

CARRIED.

REGISTERED PETITIONS AND DELEGATIONS

Multi Agency Accommodation Project
Rick Friesen spoke with regard to the MAAPS project.

- identified needs of the Boundary

- overview of participating organizations
 - memorandum of understanding
- Jim Harrison - Vice Chair of BETHS

- Habitat for Humanity is requesting that the City of Grand Forks extend the lease at 7212 Riverside Drive from a five year period to a ten year period in order to secure a grant from BC Housing that will support the expansion of the building.
- if the grant request is unsuccessful they will continue to seek other grant opportunities to move forward with the project.

Mr. Friesen introduced the new executive director Mr. Bob Huff

MOTION: WIRISCHAGIN

RESOLVED THAT COTW recommend Council refer the request from the Multi Agency Accommodation Project for a lease extension on 7212 Riverside Drive to the February 10th, Regular Meeting.

CARRIED.

Graham Watt - Kettle River Watershed Management Plan Steering Committee
Request for Council's endorsement of the Kettle River Watershed Management Plan

Mr. Watt provided an overview and update with regard to the Kettle River Water shed plan. He thanked the City for their support.

- to further the project they will continue to seek grants
- community education
- water edge planning

Requesting through endorsement:

1. Consider information in the Plan in relevant discussion and decision making;
2. Support implementation of priority strategies and actions where the City of Grand Forks is involved, as appropriate and at Council's discretion;
3. Promote the plan for use by other organizations, agencies and residents;
4. Direct staff to provide advice, information, and data to the Plan Implementation Team and/or working groups;
5. Participate in the annual review and update of the Plan as a member of the Kettle River Round Table

Donald Pharand- Grand Forks Watershed coalition
Spoke with regard to:

- first nations endorsement of the plan

Barry Brandow
Spoke with regard to:

- engagement of the Provincial and Federal governments

Donna Semenov
Spoke with regard to:

- to local water use

Donald Pharand- Grand Forks Watershed coalition

Spoke with regard to:

- the endorsement of the plan from First Nations

Councillor Butler

Spoke with regard to:

- the commodification of water

Councillor Thompson

Spoke with regard to:

- water conservation

Barry Brandow

Spoke with regard to:

- discussions with the agricultural sector

Roly Russell

Spoke with regard to:

- the request by the KRWS committee and First Nations consultations

Murray Rennie

Spoke with regard to:

- the contribution of the Provincial Government to the plan

MOTION: WIRISCHAGIN

RESOLVED THAT COTW recommend Council refer the request from Graham Watt of Kettle River Watershed Management Plan Steering Committee, requesting Council's endorsement of the Kettle River Watershed Management Plan, to the February 10th Regular meeting for discussion and decision.

CARRIED.

James Kay and Jade Jordan - WSP

Development Showcase initiative

Spoke with regard to the Lands Optimization and Development Showcase Strategy, the intent of the program and the potential options for moving forward with the strategy.

MOTION: WIRISCHAGIN

RESOLVED THAT Council receive the presentation by Lames Kay of WSP, for Information

CARRIED.

PRESENTATIONS FROM STAFF

Chief Financial Officer
Policy # 802 - Contracting Authority and Purchasing Policy revision.

She spoke with regard to the recommended changes to the policy.

MOTION: THOMPSON

RESOLVED THAT the Committee of the Whole recommends that Council adopt Policy #802-A1 - Contracting Authority & Purchasing Policy revision at the February 23rd, 2015, Regular Meeting.

CARRIED.

The Mayor recessed the meeting at 10:08am
The mayor reconvened the meeting at 10:21am

INFORMATION ITEMS

Acting Chief Administrative Officer
Verbal Report
The A/Corporate Officer provided information, at the request of Councillor Butler, regarding the BC Plumbing Code and the Authority Having Jurisdiction.

Mr. Bob Kendel
Spoke with regard to the authority having jurisdiction and the BC Plumbing code.

Donna Semenoff
Spoke with regard to:

- City bylaws

MOTION: WIRISCHAGIN

RESOLVED THAT Council receive the verbal report from the A/CAO regarding the BC Plumbing code, for information.

CARRIED.

COUNCILLOR BUTLER OPPOSED THE MOTION.

REPORTS AND DISCUSSION

PROPOSED BYLAWS FOR DISCUSSION

CORRESPONDENCE ITEMS

LATE ITEMS

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

QUESTION PERIOD FROM THE PUBLIC

Fil Mauro

Spoke with regard to:

- electronic signage in West Kelowna

Donna Semenoff

Spoke with regard to:

- measurable impact of the signs

Brian Taylor

Spoke with regard to:

- to land disposal

Murray Rennie

Spoke with regard to:

- the slag fund

The Chief Financial Officer advised that:

- there is \$1,140,182,000 left in the Slag Fund
- there is a 30 year lease on the slag
- no slag dollars were used in the water meter program

Donna Semenoff

Spoke with regard to:

- the type of chemicals used when flushing water mains

The Manager of Operations advised that no chemicals are used when flushing the water mains.

BUDGET PRESENTATION

Chief Financial Officer
2015 - 2019 Financial Plan Review - Capital Projects

MOTION: ROSS

RESOLVED THAT Council receive the budget presentation from the Chief Financial Officer for Information.

CARRIED.

IN-CAMERA RESOLUTION

Acting Chief Administrative Officer

MOTION: KROG

**THAT COTW recommends 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;
90 (1) (e) Acquisition, disposition or expropriation of Land or Improvements that could reasonably be expected to harm the interests of the Municipality;
90 (1) (g) Litigation or potential litigation affecting 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.

ADJOURNMENT

The meeting was adjourned at 12:46pm

MOTION: THOMPSON

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

ACTING CORPORATE OFFICER - SARAH WINTON

THE CORPORATION OF THE CITY OF GRAND FORKS

REGULAR MEETING OF COUNCIL
TUESDAY FEBRUARY 10TH, 2015

**NOT ADOPTED
SUBJECT TO CHANGE**

PRESENT:

MAYOR FRANK KONRAD
COUNCILLOR JULIA BUTLER
COUNCILLOR CHRIS HAMMETT
COUNCILLOR NEIL KROG
COUNCILLOR COLLEEN ROSS
COUNCILLOR CHRISTINE THOMPSON
COUNCILLOR MICHAEL WIRISCHAGIN

ACTING CHIEF ADMINISTRATIVE OFFICER
ACTING CORPORATE OFFICER
CHIEF FINANCIAL OFFICER
MANAGER OF OPERATIONS
MANAGER OF BUILDING INSPECTION AND
BYLAW SERVICES
FIRE CHIEF
DEPUTY FIRE CHIEF

D. Heinrich
S. Winton
R. Shepherd
R. Huston

W. Kopan
D. Heriot
K. McKinnon

GALLERY

CALL TO ORDER

- a) The Mayor called the meeting to order at 7pm

ADOPTION OF AGENDA

- a) Adopt agenda
February 10th, 2015, Regular Meeting agenda

MOTION: WIRISCHAGIN / BUTLER

RESOLVED THAT Council adopts the February 10th, 2015, Regular Meeting agenda as presented.

CARRIED.

MINUTES

NOT ADOPTED
SUBJECT TO CHANGE

- a) Adopt minutes
January 26th, 2015, COTW Meeting minutes
Amend minutes to reflect that Councillor Butler opposed the water meter resolution.

MOTION: THOMPSON / WIRISCHAGIN

RESOLVED THAT Council adopt the January 26th, 2015, COTW Meeting minutes as amended.

CARRIED.

- b) Adopt minutes
January 26th, 2015, Regular Meeting minutes

Amend minutes to reflect that Councillor Butler opposed the water meter resolution and the medical marijuana resolution.

MOTION: WIRISCHAGIN / ROSS

RESOLVED THAT Council adopt the January 26th, 2015, Regular Meeting minutes as amended.

CARRIED.

REGISTERED PETITIONS AND DELEGATIONS

UNFINISHED BUSINESS

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

- a) Corporate Officer's Report
Verbal Reports from Council
-

- b) Councillor Butler's report is attached

Councillor Thompson's report is attached

Councillor Wirischagin brought forward a motion to move forward with the water meter program:

MOTION: WIRISCHAGIN / THOMPSON

NOT ADOPTED
SUBJECT TO CHANGE

RESOLVED THAT Council reaffirms the City's position to move forward with water meters.

CARRIED.

COUNCILLOR BUTLER AND MAYOR KONRAD OPPOSED THE MOTION

-
- c) Councillor Krog
He reported that:
- he attended the Scotch Tasting and it was great

Councillor Hammett

She reported that:

- she attended the Restorative Justice Commentary
- she participated in the Family Day festivities on Saturday, February 7th

Councillor Ross

She reported that:

- there is ongoing review for CAO position and shortlisting for position
- she met with Graham Watt regarding the KRWS plan
- she attended the RDKB Meeting

MOTION: THOMPSON / WIRISCHAGIN

RESOLVED THAT Council for 2015 invite the select committee for the water rates committee to include:

Lynne Hansen

Bill Hingley

Nigel James

Mike Kanigan

John Mackey

William Palm

Frank Triveri

Graham Watt

And two members of Council;

AND FURTHER that they convene at their earliest convenience.

CARRIED.

-
- d) The Mayor appointed Councillor Butler and Councillor Thompson to the Water Rates Committee and Councillor Ross to the Environment Committee.

MOTION: WIRISCHAGIN / HAMMETT

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

NOT ADOPTED
SUBJECT TO CHANGE

- a) Corporate Officer's Report
Verbal report from Council's representative to the Regional District of Kootenay Boundary.
Councillor Krog advised that:
- On January 28th he attended the West Kootenay Regional Hospital District Meeting
 - On January 29th he attended the RDKB Board meeting
 - On February 3rd he attended a committee meeting
 - On February 5th he attended the Boundary Stakeholders Budget meeting
 - Marguerite Rotvold was appointed Chair and Walter Popoff as Vice Chair of the Hospital Board
 - underwent the strategic planning session and discussed transportation, obstetrics, budget

MOTION: WIRISCHAGIN / THOMPSON

RESOLVED THAT Councillor Krog's report on the activities of the Regional District of Kootenay Boundary, given verbally at this meeting, be received.

CARRIED.

RECOMMENDATIONS FROM STAFF FOR DECISIONS

- a) Corporate Services
Multi Agency Accommodation Project

Council discussed the request.

MOTION: HAMMETT / ROSS

RESOLVED THAT Council defer this to the February 23rd Regular Meeting.

CARRIED.

COUNCILLOR BUTLER AND COUNCILLOR WIRISCHAGIN OPPOSED THE MOTION.

MOTION: BUTLER / WIRISCHAGIN

RESOLVED THAT Council directs staff to extend the current five year lease for City property, civically known as 7212 Riverside Drive, to a period of 10 years so that the Multi Agency Accommodation Project (MAAPS), is eligible to receive \$100,000 grant funding from BC Housing for the continued development of planned improvements to said property leased by Habitat for Humanity on behalf of the Boundary Emergency Transitional Housing Society (BETHS); Whispers of Hope and Habitat for Humanity, and further directs staff to advertise the public notice in accordance with section 26 and 94 of the Community Charter.

THE MOTION WAS DEFERRED TO THE FEBRUARY 23RD, REGULAR MEETING.

REQUESTS ARISING FROM CORRESPONDENCE

INFORMATION ITEMS

- a) Fee for Service Information
Boundary Museum and Interpretive Centre
Boundary Country Regional Chamber of Commerce
Boundary District Arts Council

MOTION: WIRISCHAGIN / BUTLER

Receive for information.

CARRIED.

-
- b) Alex Atamanenko
Letter of follow-up to meeting with Mayor Konrad

MOTION: ROSS / HAMMETT

Receive for information.

CARRIED.

-
- c) BC Seniors Games
Zone 6, 55+ BC Games request for sponsorship

Council discussed providing financial support to the BC Seniors Games and decided against providing any financial support to the event.

MOTION: THOMPSON / WIRISCHAGIN

Receive for information and discussion.

CARRIED.

-
- d) Canadian Union of Postal Workers
Letter requesting support to save Canada Post

MOTION: THOMPSON / WIRISCHAGIN

Receive for information.

CARRIED.

MOTION: ROSS / BUTLER

RESOLVED THAT Council direct staff to write a letter of support expressing the Council's support to maintain existing services to the Canadian Postal Union and federal government.

CARRIED.

NOT ADOPTED
SUBJECT TO CHANGE

-
- e) Various Citizens
Letters regarding Kootenay's Medicine Tree medical cannabis products

MOTION: BUTLER / THOMPSON

Receive for information.

CARRIED.

-
- f) AKBLG
Letter from the President regarding final call for resolutions and changes to the AKBLG Resolution Bylaw

MOTION: THOMPSON / WIRISCHAGIN

Receive for information.

CARRIED.

-
- g) City of Grand Forks Citizens
Pro Water Meters

MOTION: THOMPSON / BUTLER

Receive for information.

CARRIED.

-
- h) City of Grand Forks Citizens
Anti Water Meter Letters

MOTION: WIRISCHAGIN / ROSS

Receive for information.

CARRIED.

-
- i) ATV Club
 Letter of support in hiring a WildsafeBC Coordinator

MOTION: ROSS / BUTLER

Receive for Information.

CARRIED.

- j) Peter Matheson
 Letter outlining proposed plans for City Hall Council Chambers

MOTION: BUTLER / ROSS

Receive for information.

CARRIED.

- k) Ian Mitchell
 Email responses and inquiries regarding 'Open Letter', water meters, and strategic planning

MOTION: HAMMETT / WIRISCHAGIN

Receive for information.

CARRIED.

- l) Professional Association of Residents of BC
 Letter of congratulations and information

MOTION: WIRISCHAGIN / BUTLER

Receive for information.

CARRIED.

- m) Graham Watt - Kettle River Watershed Management Plan Steering Committee
 Request for Council's endorsement of the Kettle River Water Shed Management Plan

MOTION: THOMPSON / ROSS

RESOLVED THAT Council endorse the Kettle River Watershed Management Plan.

CARRIED.

COUNCILLOR BUTLER OPPOSED THE MOTION.

MOTION: WIRISCHAGIN / KROG

NOT ADOPTED
SUBJECT TO CHANGE

RESOLVED THAT Council determines to allow Roly Russell to speak

CARRIED UNANIMOUSLY.

Mr. Roly Russell, Area D Director, for the Regional District of Kootenay Boundary clarified information regarding the Kettle River Water Shed Plan.

- n) Sunshine Valley Women's Institute
Letter of congratulations and request for sidewalk in front of Silver Kettle Village

MOTION: BUTLER / THOMPSON

Receive for information. Staff has this item included in the financial plan for Council's consideration.

CARRIED.

BYLAWS

- a) Chief Financial Officer
Bylaw 2009 - Electrical Utility Regulatory Amendment Bylaw

Councillor Butler advised that she requested several amendments be made to the bylaw, one was to include the opt out program and another was to include the equal payment plan.

MOTION: BUTLER / THOMPSON

RESOLVED THAT Council give first three readings to Bylaw 2009- Electrical utility Regulatory Amendment Bylaw.

CARRIED.

LATE ITEMS

QUESTIONS FROM THE PUBLIC AND THE MEDIA

- a) Mr. James Hamilton
He spoke with regard to:
- insurance coverage with regard to water meters
 - electrical fees and charges
 - Councillor Butler's earlier remarks

Mr. Gene Koch
He spoke with regard to:

NOT ADOPTED
SUBJECT TO CHANGE

- the Water Regulations Bylaw
- the BC Plumbing Code and that it be addressed
- The hiring of a new CAO
- Councillor Butler's earlier remarks

Councillor Krog spoke with regard to section 90 of the Community Charter

Ms. Gloria Koch

She spoke with regard to:

- different options to water meters

Councillor Thompson advised that options will be considered when the Water Rates Committee meets.

Council Butler read a statement from the Mayor of Metchosin.

ADJOURNMENT

MOTION: WIRISCHAGIN

RESOLVED THAT Council adjourn the meeting at 8:11pm

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

ACTING CORPORATE OFFICER - SARAH
WINTON

THE CORPORATION OF THE CITY OF GRAND FORKS

SPECIAL MEETING TO GO IN-CAMERA

Friday February 13th, 2015

**NOT ADOPTED
SUBJECT TO CHANGE**

PRESENT:

MAYOR FRANK KONRAD
COUNCILLOR JULIA BUTLER
COUNCILLOR CHRIS HAMMETT
COUNCILLOR NEIL KROG
COUNCILLOR COLLEEN ROSS
COUNCILLOR CHRISTINE THOMPSON
COUNCILLOR MICHAEL WIRISCHAGIN

ACTING CHIEF ADMINISTRATIVE OFFICER
ACTING CORPORATE OFFICER

D. Heinrich
S. Winton

GALLERY

CALL TO ORDER

- a) The Mayor called the meeting to order at 1:00pm

IN-CAMERA RESOLUTION

Resolution required to go into an In-Camera meeting

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

MOTION: THOMPSON / WIRISCHAGIN

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; BE IT FURTHER RESOLVED THAT PERSONS, OTHER THAN MEMBERS, OFFICERS, OR OTHER PERSONS TO WHOM COUNCIL MAY DEEM NECESSARY TO CONDUCT CITY BUSINESS, WILL BE EXCLUDED FROM THE IN-CAMERA MEETING.

CARRIED.

COUNCILLOR BUTLER OPPOSED THE MOTION.

LATE ITEMS

NOT ADOPTED
SUBJECT TO CHANGE

ADJOURNMENT

a) The meeting was adjourned at 1:04pm.

MOTION: THOMPSON

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

ACTING CORPORATE OFFICER - SARAH
WINTON

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Corporate Services
Date: February 4th, 2015
Subject: Multi Agency Accommodation Project (MAAP) Lease Extension
Recommendation: **RESOLVED THAT COUNCIL DISCUSSES OPTIONS WITH REGARD TO THE MAAP PROGRAM AND PROPERTY.**

BACKGROUND: Sgt. Jim Harrison, Vice Chair for the Boundary Emergency and Transitional Housing Society (BETHS), made a presentation to the Committee of the Whole this morning requesting that the City consider extending the period of their lease agreement from a period of five years to a period of ten years. The Multi-Agency Accommodation Project has received a conditional offer of \$100,000 for the continued development of planned improvements, from BC Housing. In Sgt. Harrison's presentation, he asked that the lease extension was a stipulation from BC Housing.

At the February 10th, 2015 Regular Meeting, Council deferred this discussion to go to the Regular Meeting of Council for February 23rd, 2015. This report is re-presented to Council as unfinished business.

Benefits or Impacts of the Recommendation:

General: The Multi-Agency Accommodation Project, which encompasses Habitat for Humanity, BETHS and Whispers of Hope provides an integral and much needed social program for the City.

Strategic Impact: N/A

Financial: N/A

Policy/Legislation: Section 8 (1) of the Community Charter gives the municipality the capacity, rights, powers, and privileges of a natural person, including the power to acquire and dispose of property. Disposal of property also includes the leasing of property.

Attachments: 1) Delegation from Sgt. Jim Harrison; 2) Indenture of Lease (highlighted areas show the proposed changes); and 3) excerpt from the Min. of Community, Sport and Cultural Development regarding partnering agreements.

Recommendation: **RESOLVED THAT COUNCIL DISCUSSES OPTIONS WITH REGARD TO THE MAAP PROGRAM AND PROPERTY.**

OPTIONS: 1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT.

REQUEST FOR DECISION

— REGULAR MEETING —



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
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REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Corporate Services

Date: February 4th, 2015

Subject: Multi Agency Accommodation Project (MAAP) Lease Extension

Recommendation: **RESOLVED THAT COUNCIL DIRECTS STAFF TO EXTEND THE CURRENT FIVE YEAR LEASE FOR CITY PROPERTY, CIVICALLY KNOWN AS 7212 RIVERSIDE DRIVE, TO A PERIOD OF 10 YEARS SO THAT THE MULTI AGENCY ACCOMMODATION PROJECT (MAAP), IS ELIGIBLE TO RECEIVE \$100,000 GRANT FUNDING FROM BC HOUSING FOR THE CONTINUED DEVELOPMENT OF PLANNED IMPROVEMENTS TO SAID PROPERTY LEASED BY HABITAT FOR HUMANITY ON BEHALF OF BETHS (BOUNDARY EMERGENCY TRANSITIONAL HOUSING SOCIETY); WHISPERS OF HOPE AND HABITAT FOR HUMANITY, AND FURTHER DIRECTS STAFF TO ADVERTISE THE PUBLIC NOTICE IN ACCORDANCE WITH SECTION 26 AND 94 OF THE COMMUNITY CHARTER.**

BACKGROUND: Sgt. Jim Harrison, Vice Chair for the Boundary Emergency and Transitional Housing Society (BETHS), made a presentation to the Committee of the Whole this morning requesting that the City consider extending the period of their lease agreement from a period of five years to a period of ten years. The Multi-Agency Accommodation Project has received a conditional offer of \$100,000 for the continued development of planned improvements, from BC Housing. In Sgt. Harrison's presentation, he asked that the lease extension was a stipulation from BC Housing.

Benefits or Impacts of the Recommendation:

General: The Multi-Agency Accommodation Project, which encompasses Habitat for Humanity, BETHS and Whispers of Hope provides an integral and much needed social program for the City.

Strategic Impact: N/A

Financial: N/A

Policy/Legislation: Section 8 (1) of the Community Charter gives the municipality the capacity, rights, powers, and privileges of a natural person, including the power to acquire and dispose of property. Disposal of property also includes the leasing of property.

REQUEST FOR DECISION

— REGULAR MEETING —



Attachments:

1) Delegation from Sgt. Jim Harrison; 2) Indenture of Lease (highlighted areas show the proposed changes); and 3) excerpt from the Min. of Community, Sport and Cultural Development regarding partnering agreements.

Recommendation:

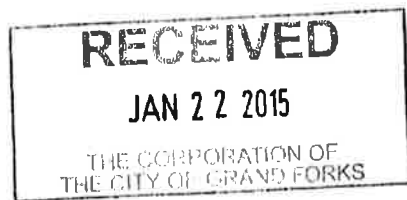
RESOLVED THAT COUNCIL DIRECTS STAFF TO EXTEND THE CURRENT FIVE YEAR LEASE FOR CITY PROPERTY, CIVICALLY KNOWN AS 7212 RIVERSIDE DRIVE, TO A PERIOD OF 10 YEARS SO THAT THE MULTI AGENCY ACCOMMODATION PROJECT (MAAP), IS ELIGIBLE TO RECEIVE \$100,000 GRANT FUNDING FROM BC HOUSING FOR THE CONTINUED DEVELOPMENT OF PLANNED IMPROVEMENTS TO SAID PROPERTY LEASED BY HABITAT FOR HUMANITY ON BEHALF OF BETHS (BOUNDARY EMERGENCY TRANSITIONAL HOUSING SOCIETY); WHISPERS OF HOPE AND HABITAT FOR HUMANITY, AND FURTHER DIRECTS STAFF TO ADVERTISE THE PUBLIC NOTICE IN ACCORDANCE WITH SECTION 26 AND 94 OF THE COMMUNITY CHARTER.

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

Council Delegations



Background

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

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

Presentation Outline

Presentations may be a maximum of 10 minutes.

Your Worship, Mayor ~~Kowalski~~ and Members of Council, I/We are here this evening on behalf of Multi Agency Accommodation Project

to request that you consider _____

Lease extension on 7212 Riverside Dr.

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

We have received a conditional offer of \$100,000 funding to construct Transitional Housing Units from BC Housing.

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

The continued development of planned improvements on property leased by Habitat for Humanity on behalf of BETHS, Whispers of Hope and Habitat for Humanity.

FILE CODE

(over)

D2 - Multi Agency Accommodation Project

Council Delegations (cont.)

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

Funding will not be granted by BC Housing

In conclusion, I/we request that Council for the City of Grand Forks adopt a resolution
stating: That the current 5 year Lease of 7212 Riverside Dr. be extended to a period of 10 years as requested by BC Housing.

Name: Jim Harrison, Vice Chair

Organization: Boundary Emergency and Transitional Housing Society (BETHS)

Mailing Address:
(Including Postal Code)

Telephone Number: 250-442-7682

Email Address: harrisoj@shaw.ca

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

N:Forms/Delegation form

Form may be submitted by email to: info@grandforks.ca

INDENTURE OF LEASE

THIS LEASE dated for reference the 24 day of September, 2013.

BETWEEN

THE CORPORATION OF THE CITY OF GRAND FORKS
7217 4th Street, P.O. Box 220
Grand Forks, British Columbia, V0H 1H0

(hereinafter referred to as the "Landlord")

OF THE FIRST PART

AND

HABITAT FOR HUMANITY BOUNDARY SOCIETY
7214 – 14th Street, P.O. Box 1088
Grand Forks, British Columbia, V0H 1H0

(hereinafter referred to as the "Tenant")

OF THE SECOND PART

- Page 1 of 20-

Landlord	Tenant
	

WHEREAS:

- A. The Landlord is the registered owner in fee simple of that parcel of land and premises located at 7212 Riverside Drive, Grand Forks, B. C. and legally described as set out in Schedule "A";
- B. Located on the land is a premise which the Tenant will sublet to Boundary Emergency Transitional Housing Society (Beths) and Whispers of Hope to be used for a homeless shelter, soup kitchen, thrift store, transition housing units, offices and meeting room. The Tenant will be permitted to construct a ReStore situated on the lands set out in Schedule "A", which will include part of the lands on the portion of the closed road, formerly 72nd Avenue (the "Restore");

The Landlord wishes to rent to the Tenant and the Tenant wishes to rent from the Landlord premises having an area of 4,400 square feet shown outlined in heavy red line on the sketch plan attached as Schedule "B" (the "Premises") and the land which will include the portion of the closed road. The Landlord will make the improvements set out in Schedule "E".

NOW THEREFORE in consideration of the rents, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

Lease:

1. The Landlord hereby leases the Premises described in Schedule "B" (the "Premises") and located on the land described in Schedule "A" (the "land") to the Tenant on the terms and conditions set out in this Lease.

Term:

2. This Lease shall be for a term of ten (10) years ~~five (5) years~~, commencing on the 24 day of September, 2013 (the "Commencement Date") and expiring on the 24 day of September, ~~2018~~ (the "Term"). For the purpose of this lease, "Lease Year" means any one year period from the first day of September to the last day of August during the Term or any renewal term.

2023

Rent:

3. The Tenant shall pay the Landlord annual rent of \$1.00 (ONE DOLLAR) payable (the "Rent") each Lease Year in one installment. The payment of \$1.00 (ONE DOLLAR) is payable on August 30 of each Lease Year.

- Page 2 of 20-

Landlord	Tenant
	

4. The Tenant's obligation to pay rent will be increased after the first year of the Lease from \$1.00 (ONE DOLLAR) per year to a base rent of \$1.00 per year together with 5% of the net profits of all sales or other income made from or through the Tenant's ReStore and Whispers of Hope Thrift Store business, to be determined annually by the Tenant's accountant. (Total annual sales less the operating expenses. (ie: wages, utilities, etc.)
5. If the Tenant is not in default under this Lease at the time of giving notice of renewal and at the time of the commencement of the renewal term, the Tenant may renew this Lease for one consecutive ~~5-year~~ ^{10 year} renewal term, on the same terms and conditions (except this right of renewal, which is modified accordingly), by giving notice to the Landlord (in the manner required for giving notices) not less than 180 days before the scheduled expiry of this Lease.
6. The rent for the renewal term and paragraph 4 shall be adjusted by an amount to be negotiated between the parties. PROVIDED THAT if the parties fail to agree on the amount of the rent for the renewal term or paragraph 4 the matter shall be referred to arbitration by a single arbitrator to be mutually agreed upon by the parties subject to the provisions of the Commercial Arbitration Act of the Province of British Columbia as from time to time in force. The arbitrator shall determine the annual rent for the renewal term or for clause 4 on the basis of the then-fair market rent for the retail portion of the Thrift Store of the Premises and Land, being the rent which would be paid for the Premises or and Land in their then-current condition (including all leasehold improvements thereto) or in whatever condition the Landlord is entitled to require the Tenant to leave the Premises or and Land at the expiration of the Term, whichever condition would result in higher rent, as between persons dealing in good faith and at arm's length and without regard to any restrictive covenants as to use.

Operating Costs:

7. All of the operating costs in relation to the Premises shall be borne solely by the Tenant. The Tenant is responsible for all its operating costs in relation to its use of the Premises not expressly itemized in Schedule "C".

Utilities:

8. The Tenant shall pay all charges for the utilities itemized in Schedule "C". The Tenant shall pay all charges for telephone service, cablevision or other utility or communication service rendered in respect of the Tenant's use of the Premises not specifically itemized in Schedule "C".

Building Maintenance:

9. Subject to the Tenant's repair obligations as set out in Section 11, the Tenant shall maintain the Premises and shall provide the services in relation to the Building set out in Schedule "C". Neither the Tenant nor the Landlord has any obligation to the other regarding reasonable wear and tear of the Premises or the Building.

Repairs:

10. The Tenant covenants at its sole cost and expense, subject to the provisions of Section 10, to maintain the Premises and its HVAC, mechanical, electrical, plumbing and utility systems in good repair and operating condition, and upon receipt of written notice from the Landlord, to remedy promptly any defects in the Premises and its said systems, reasonable wear and tear excluded. The Tenant shall be responsible for all costs associated with repairs to the Premises arising as a result of the Tenant's use of the Premises or as a result of the use of the Premises by any agent, contractor, licensee, employee or invitee of the Tenant and all costs associated with all other repairs to the Premises, reasonable wear and tear excluded. The Tenant shall not overload any floors in the Premises.

Repair in the Event of Damage:

11. If the Premises are damaged by fire or any other hazard such that the Premises are rendered untenable or such that convenient access is prevented, then if such damage is reasonably and economically capable of repair within ninety (90) days, the Landlord shall, within thirty (30) days of the occurrence of the damage, initiate that repair and forthwith allow an abatement of the Rent which recognizes the nature and extent of the damage, or inconvenience, until such time as the Premises have been rebuilt or access restored. If the Landlord does not initiate the restoration of the Premises or access within the said thirty (30) days, or having commenced the restoration, does not proceed to complete it with reasonable dispatch, then the Tenant may give the Landlord fourteen (14) days notice and thereafter may terminate this Lease forthwith. If the damage is severe enough to preclude the reoccupation of the Premises by the Tenant for a period in excess of ninety (90) days, either party may, within thirty (30) days of the occurrence of the damage, serve notice upon the other of the immediate termination of this Lease.

Landlord's Right to Perform:

12. If the Landlord delivers to the Tenant written notice of an alleged default in any of the services to be provided by the Tenant hereunder, and the Tenant fails to remedy such alleged default in regards to maintenance:

- a) Within thirty (30) days from and after delivery of such written notice; or
- b) Within such period less than thirty (30) days from and after delivery of such written notice as will ensure that the Landlord suffers no loss or damage if, by reason of the nature of alleged default, the Landlord may reasonably be expected to suffer loss or damage if such alleged default is not remedied within a period less than thirty (30) days,

then and in any and every such event, the Landlord may immediately terminate this Lease and may pursue any other available remedies as well.

Notification of Defect:

13. The Tenant shall promptly give the Landlord notice of any structural or personal accident, defect or damage within the Premises, systems or services for which the Tenant has an obligation under this Lease and which have come to the Tenant's attention.

Access:

14. The Tenant and their respective servants, agents, employees, licensee and invitees shall have the right in common with other occupants of the Premises to pass, repass and utilize the Land for the purposes of ingress, egress and full enjoyment of the Premises, parking and other facilities in use by the Tenant.

Quiet Enjoyment:

15. The Landlord hereby covenants with the Tenant for quiet enjoyment.

Compliance with Laws:

16. The Tenant and the Landlord shall each comply with and observe all federal, provincial and local government laws, bylaws, rules, regulations, orders, permits and licenses in force with respect to the Premises and any alterations to the Premises.

Alterations:

17. The Tenant shall be able, with the prior written consent of the Landlord, (which consent shall not be unreasonably withheld or delayed) to make such alterations or additions to the Premises as it may from time to time request in writing and as are required for the conduct of its business. If the Landlord does not respond within thirty (30) days to such a request, consent will be deemed to have been given.

Notification of Sale or Assignment and Acknowledgement:

18. If at any time during the Term hereof the Premises or the Landlord's interest therein or in this Lease shall be assigned, mortgaged or sold to any third party, the Landlord shall, within fourteen (14) days following the execution and delivery by the Landlord of any assignment or documents of mortgage or sale, deliver to the Tenant a notice in writing of the making of such assignment, mortgage or sale and the effective date thereof and shall obtain an agreement from the assignee, mortgage or purchaser, as the case may be, acknowledging and confirming the Rent, the Term and the other covenants, obligations and conditions of this Lease.

Direction as to Emergency and Payments:

19. In case of emergency the Landlord emergency telephone number is (250) 442-8266 or after hours Accura Alarms (250) 364-5808. Until further notice the Landlord designates the Chief Financial Officer as the recipient for rent and other amounts payable under the Lease.



Insurance:

20. The Landlord shall obtain, maintain and pay for insurance on the Building, excluding the Restore and all chattels of the Tenant against loss or damage by fire and extended coverage perils.

Such insurance shall contain a waiver of subrogation by insurers against the Tenant and its subtenants. The Landlord further agrees to obtain and maintain Public Liability Insurance for an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence.

21. The Tenant shall not do or permit anything to be done which causes the Landlord's cost of insuring the Premises to increase. Any increase in insurance costs to Landlord resulting from the Tenant's breach of this covenant shall be borne by the Tenant.

- Page 6 of 20-

Landlord	Tenant
	

No Waste or Nuisance:

22. The Tenant shall not:

- a) Commit or permit any willful or voluntary waste, spoil or destruction on the Land or Premises; or
- b) Do or permit to be done anything that may be considered upon investigation to be a nuisance or annoyance to owners or occupiers of adjoining lands or to the public generally, notwithstanding the normal operations of the Boundary Emergency Transitional Housing Society (Beths) and Whispers of Hope to be used for a homeless shelter, soup kitchen, thrift store, transition housing units, offices and meeting room.

Mutual Indemnity:

23. The Landlord and Tenant shall indemnify each other against all claims, actions, causes of action, loss, damage, expense and costs, whatsoever, made by any person arising out of or resulting directly or indirectly and whether by reason of negligence or otherwise, from the performance, default of performance, or, remedying of any default by any party hereto of its covenants and obligations under this Lease.

Annexations of Tenant's Fixtures:

24. The Tenant and the Landlord agree that any additions, alterations, improvements and fixtures made to or installed upon the Premises at the expense of the Tenant other than reasonably moveable fixtures shall, immediately upon affixation, be deemed to be annexed to the Premises. Such fixtures shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of this Lease unless the Landlord and the Tenant otherwise agree. Provided that the Landlord and Tenant agree that the addition known as the ReStore Building is the Tenant's property and can be removed by the Tenant up to six months after the expiration or earlier termination of this Lease, after which time it becomes the Landlord's property without any compensation to the Tenant.

Yielding Up:

25. The Tenant shall surrender the Premises at the expiration or earlier termination, of the Term in good repair to the Landlord, excepting only reasonable wear and tear, damage from fire, storm, tempest and other casualty, and removal of chattels and the Tenant shall not be liable to pay compensation or to make any other payment to the Landlord in respect of restoration or repair of the Premises.

- Page 7 of 20-

Landlord	Tenant
	

Notice of Default:

26. If the Tenant should break any of its covenants, agreements or obligations under this Lease, the Landlord may send the Tenant a notice of default (in the manner required herein for giving notices) and if the default is one that is curable by the Tenant, the Landlord may notify the Tenant that the default must be cured within 15 days (if the default is non-payment of money) or in other cases, 30 days (or a lesser time in the case of emergency or urgent circumstances).

Landlord's Right to Perform:

27. If the Tenant should fail to rectify a curable default within the time specified and if the default is one that can be cured by the Landlord, the Landlord may, without further notice to the Tenant, take all steps considered in its sole discretion necessary to rectify the default. Nothing in this Lease obligates the Landlord to rectify any default of the Tenant but should the Landlord choose to do so, the Landlord shall not be liable to the Tenant for any act or omission in the course of curing or attempting to cure any default.

Provisos:

28. Provided always and it is hereby agreed that:

- a) If the Rent is unpaid for fifteen (15) days; or
- b) If the Tenant should breach any other of its covenants, agreements or obligations herein and, if such breach is curable by the Tenant, the breach is not cured by the Tenant within 30 days (or other time specified) after receipt of a notice sent by the Landlord to the Tenant, in the manner herein provided, requiring that the breach be cured;

then notwithstanding anything in this Lease to the contrary, the Landlord may, without further notice, enter into and upon the Premises or any part in the name of the whole and to have the same again, repossess and enjoy as of its former estate, and if and whenever the Landlord becomes entitled to re-enter the Premises, the Landlord, in addition to all other rights and remedies, shall have the right to terminate this Lease without further notice. Thereupon, this Lease and the Term or renewal term, as the case may be, shall terminate and the Tenant shall immediately deliver up possession of the Premises to the Landlord in accordance with Section 25.

29. If the Landlord terminates this Lease, the Landlord retains the right to proceed at law against the Tenant for all arrears of Rent and other accrued loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the Landlord arising from the default of the Tenant under this Lease:

- Page 8 of 20-

Landlord	Tenant
	

30. The Landlord or the Tenant retains the right to terminate this Lease upon the Landlord or the Tenant giving the other party six months' written notice of termination.

Holding Over:

Ten (10)

31. If the Tenant should hold over after the expiration of the ~~Five (5)~~ Term and the Landlord should accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month. The monthly rent payable by the Tenant will equal to an amount that is 1/12th of the previous years, Rent then payable.

Assignment:

32. This Lease may not be assigned or transferred by the Tenant and the Premises may not be sublet without the consent of the Landlord, such consent may be unreasonably withheld.

Costs:

33. Each of the Landlord and the Tenant is responsible for its own legal costs in relation to the preparation and negotiation of this Lease. The Tenant and the Landlord shall perform all of their obligations, covenants and agreements under this Lease solely at their own cost.

Notice

34. Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have been delivered:
- a) When sent by facsimile transmission or when delivered by hand, on the date of receipt; or
 - b) When mailed by registered mail, on the date received or on the fifth day after receipt of mailing by any Canada post office, whichever is the earlier;

PROVIDED the notice is sent to the party at the address and facsimile number provided herein or to whatever other address or facsimile number the party from time to time in writing may advise.

Law to the Contrary:

35. This Lease shall ensure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.

- Page 9 of 20-

Landlord	Tenant
	

Severance:

36. If any portion of this Lease is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Lease.

Governing Law:

37. This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Waiver:

38. Waiver by the Landlord of any default by the Tenant shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

References:

39. Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires.

Amendment:

40. This Lease may not be modified or amended except by an instrument in writing signed by the Landlord and the Tenant.

Remedies Not Exclusive:

41. No remedy conferred upon or reserved to the parties is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

Charges on Title:

42. The Tenant shall abide by and observe all requirements and restrictions on the title to the Land registered prior to the Commencement Date.

Insurment:

43. This Lease shall ensure to the benefit of and be binding upon the parties hereto and their respective successors.

- Page 10 of 20-

Landlord	Tenant
	

Captions:

44. The captions appearing in this Lease have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Lease.

Interpretation:

45. Wherever the singular or masculine or neuter is used in this Lease, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.

Entire Lease:

46. The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to the subject matter hereof.

Time of Essence:

47. Time is of the essence of this Lease.

Further Assurances:

48. The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Lease.

Covenants and Conditions:

49. All of the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

List of Schedules:

Schedule "A" – Legal Description of the Land
Schedule "B" – Sketch of the Premises
Schedule "C" – Tenant's Operating Costs and Services
Schedule "D" – Tenant's Improvements
Schedule "E" – Additional Clauses
Schedule "F" – Retail Square Footage Plan


IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that entity has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

THE CORPORATE SEAL OF the Landlord was hereunto affixed in the presence of:


Authorized Signature City of Grand Forks

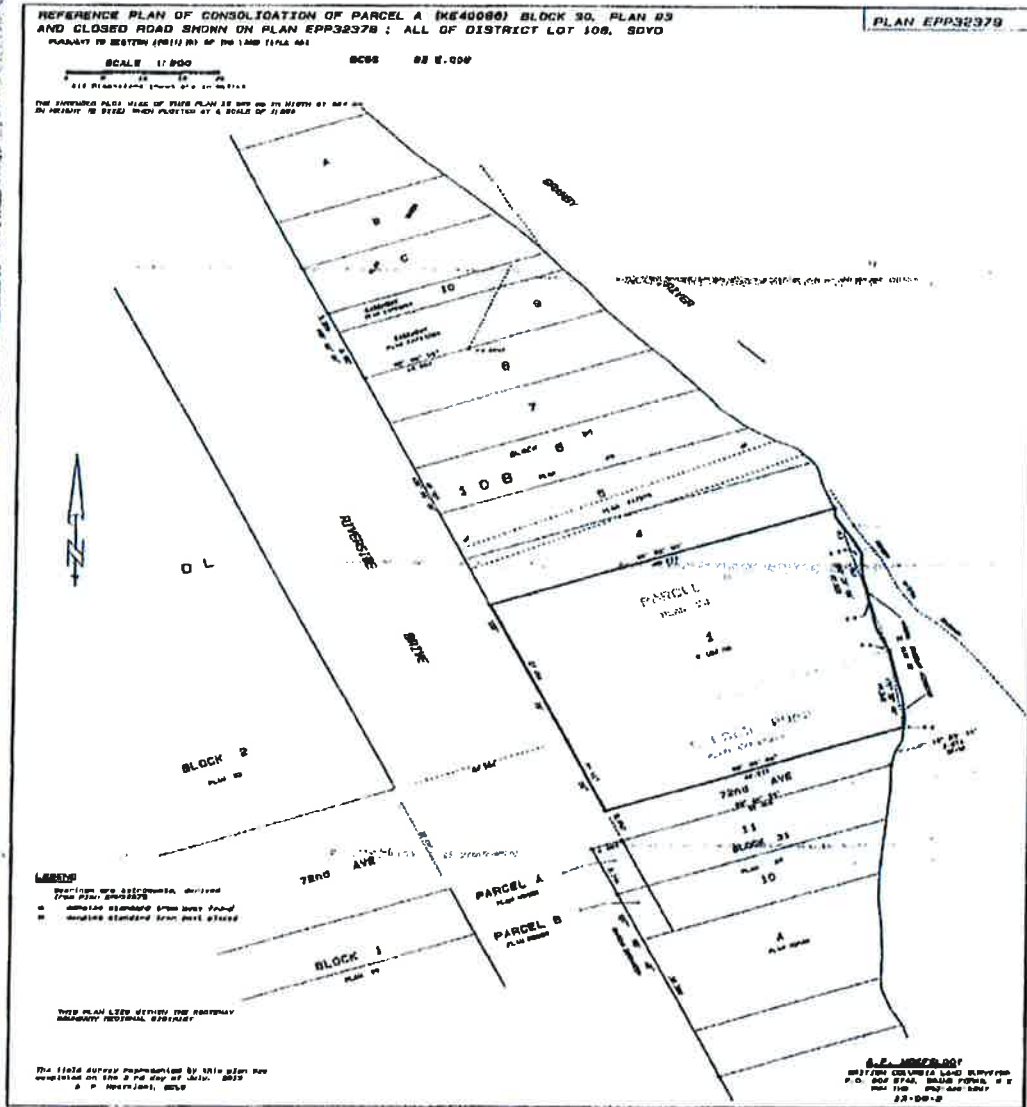

Authorized Signature City of Grand Forks


Authorized Signature
Habitat for Humanity Boundary Society
Executive Director


Authorized Signature
Habitat for Humanity Boundary Society
Secretary



<p align="center">SCHEDULE "A"</p> <p align="center">LEGAL DESCRIPTION</p>
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Lot 1, District Lot 108, SDYD, Plan EPP32379

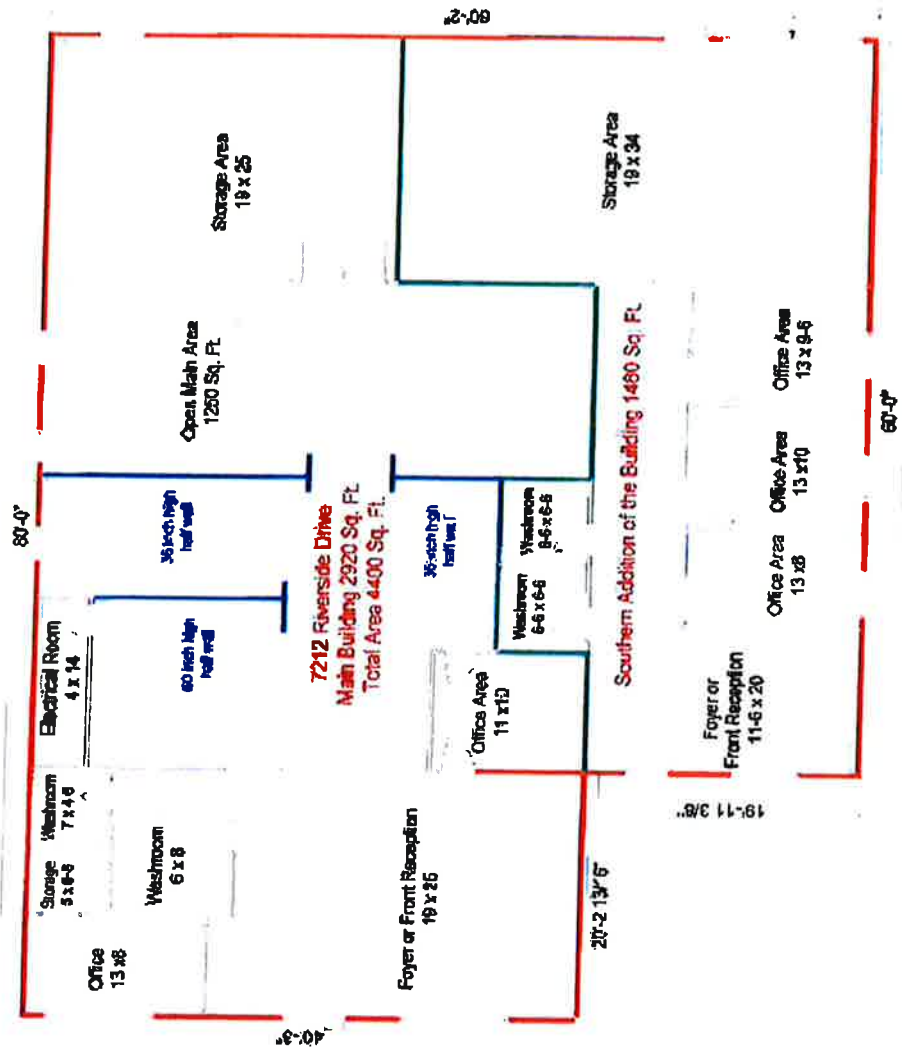


- Page 13 of 20-

Landlord	Tenant
1. The Landlord shall provide the Tenant with a safe and sound premises for the use of the Tenant.	1. The Tenant shall pay to the Landlord the sum of \$100.00 per month for the use of the premises.
2. The Landlord shall maintain the premises in a safe and sound condition.	2. The Tenant shall maintain the premises in a safe and sound condition.
3. The Landlord shall provide the Tenant with a safe and sound premises for the use of the Tenant.	3. The Tenant shall pay to the Landlord the sum of \$100.00 per month for the use of the premises.
4. The Landlord shall maintain the premises in a safe and sound condition.	4. The Tenant shall maintain the premises in a safe and sound condition.
5. The Landlord shall provide the Tenant with a safe and sound premises for the use of the Tenant.	5. The Tenant shall pay to the Landlord the sum of \$100.00 per month for the use of the premises.
6. The Landlord shall maintain the premises in a safe and sound condition.	6. The Tenant shall maintain the premises in a safe and sound condition.
7. The Landlord shall provide the Tenant with a safe and sound premises for the use of the Tenant.	7. The Tenant shall pay to the Landlord the sum of \$100.00 per month for the use of the premises.
8. The Landlord shall maintain the premises in a safe and sound condition.	8. The Tenant shall maintain the premises in a safe and sound condition.
9. The Landlord shall provide the Tenant with a safe and sound premises for the use of the Tenant.	9. The Tenant shall pay to the Landlord the sum of \$100.00 per month for the use of the premises.
10. The Landlord shall maintain the premises in a safe and sound condition.	10. The Tenant shall maintain the premises in a safe and sound condition.

	
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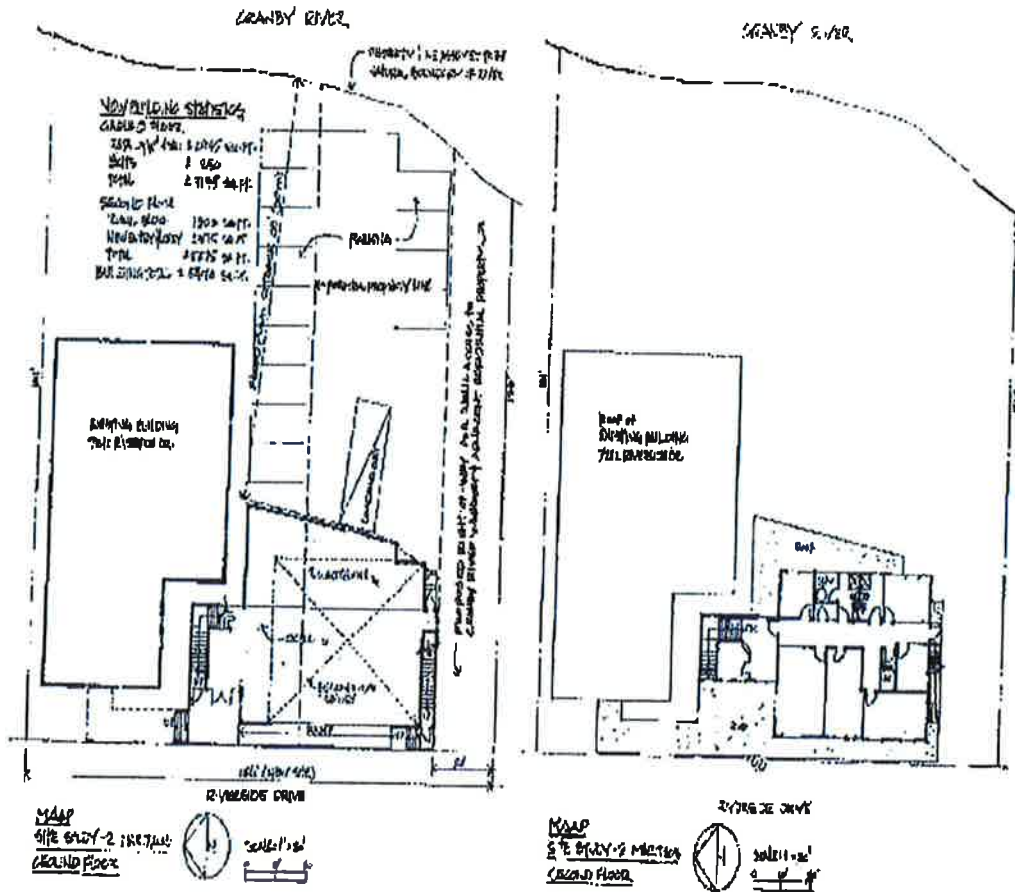
SCHEDULE "B" **SKETCH OF EXISTING PREMISES**



- Page 14 of 20-

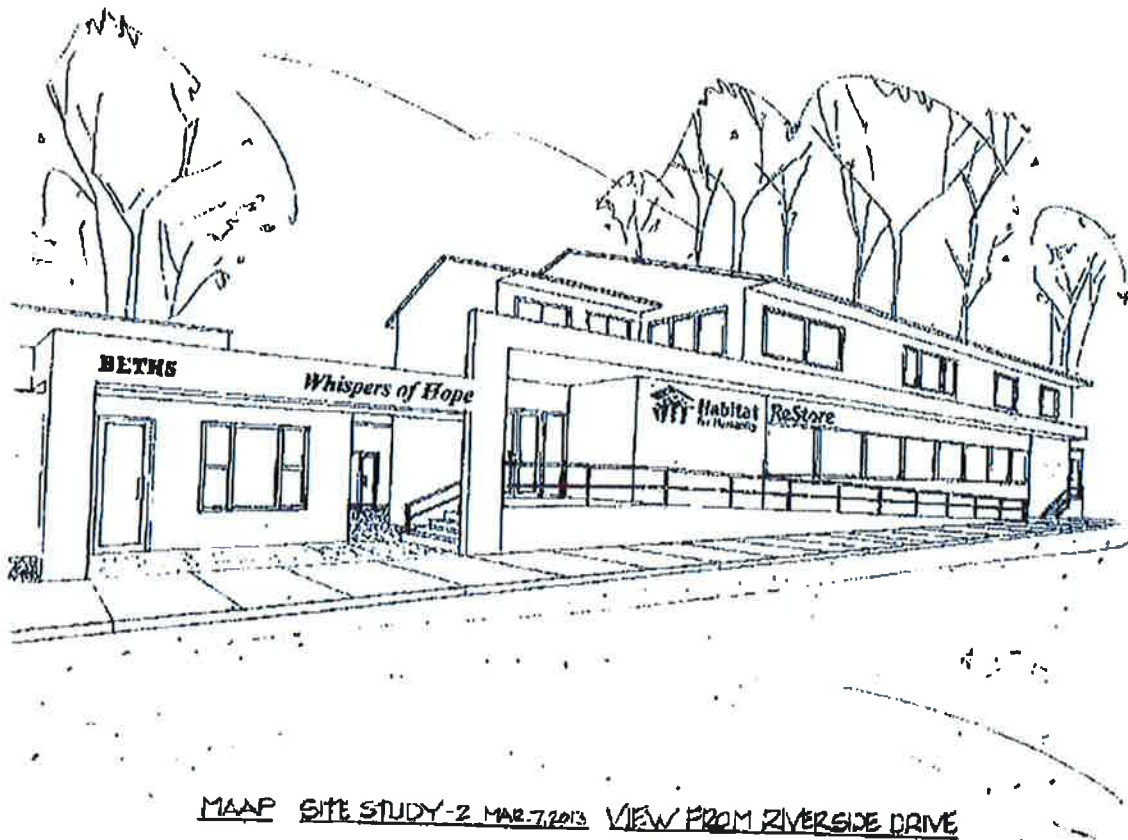
Landlord	Tenant
<i>[Signature]</i>	<i>[Signature]</i>

SCHEDULE "B" **SKETCH OF PROPOSED SITE** **PLAN**



Landlord	Tenant
<i>[Signature]</i>	<i>[Signature]</i>

SCHEDULE "B"
SKETCH OF ELEVATION
VIEW



- Page 16 of 20-

Landlord	Tenant
<i>[Signature]</i>	<i>[Signature]</i>

SCHEDULE "C"

(A) ITEM	(B) To Be Provided by Landlord, Cost Included In Rent	(C) To Be Provided by Landlord, Cost Borne by Tenant	(D) To Be Provided by Tenant, Cost Borne by Tenant	(E) Does Not Apply
<u>5310000CLEANING</u>				
(210) Janitorial Service and Supplies			✓	
(360) Window Cleaning Interior			✓	
(350) Window Cleaning Exterior			✓	
<u>5312000GROUNDS</u>				
(280) Maintenance of Landscaping and Common Area Costs			✓	
(290) Snow Removal			✓	
<u>5317000HVAC</u>				
(240) Major repairs or replacement	✓			
(250) Preventative Servicing and Minor Repairs of HVAC System			✓	
<u>5318000ELECTRICAL</u>				
(260) Lamp and Tube Replacement			✓	
(320) Preventative Servicing and Minor Repairs of Elevator(s)				✓
<u>5322000NON-ENERGY UTILITIES</u>				
(270) Garbage Removal			✓	
(310) Water and Sewage			✓	
<u>5410000FUELS</u>				
(240) Heating			✓	
<u>5460000ELECTRICITY</u>				
(230) Electricity			✓	
<u>5621051PARKING</u>				
(300) Parking Rent				✓
<u>5633051INSURANCE</u>				
(340) Fire and Extended Coverage Perils P.L. and P.D.	✓			

<u>5640051 TAXES</u> (202) Taxes All Other Taxes			✓	
<u>5640051 TAXES</u> (220) Taxes Municipal				✓
<u>5661051 TENANT IMPROVEMENTS</u> (330) Tenant Improvements			✓	
<u>ADDITIONAL ITEMS</u>			✓	

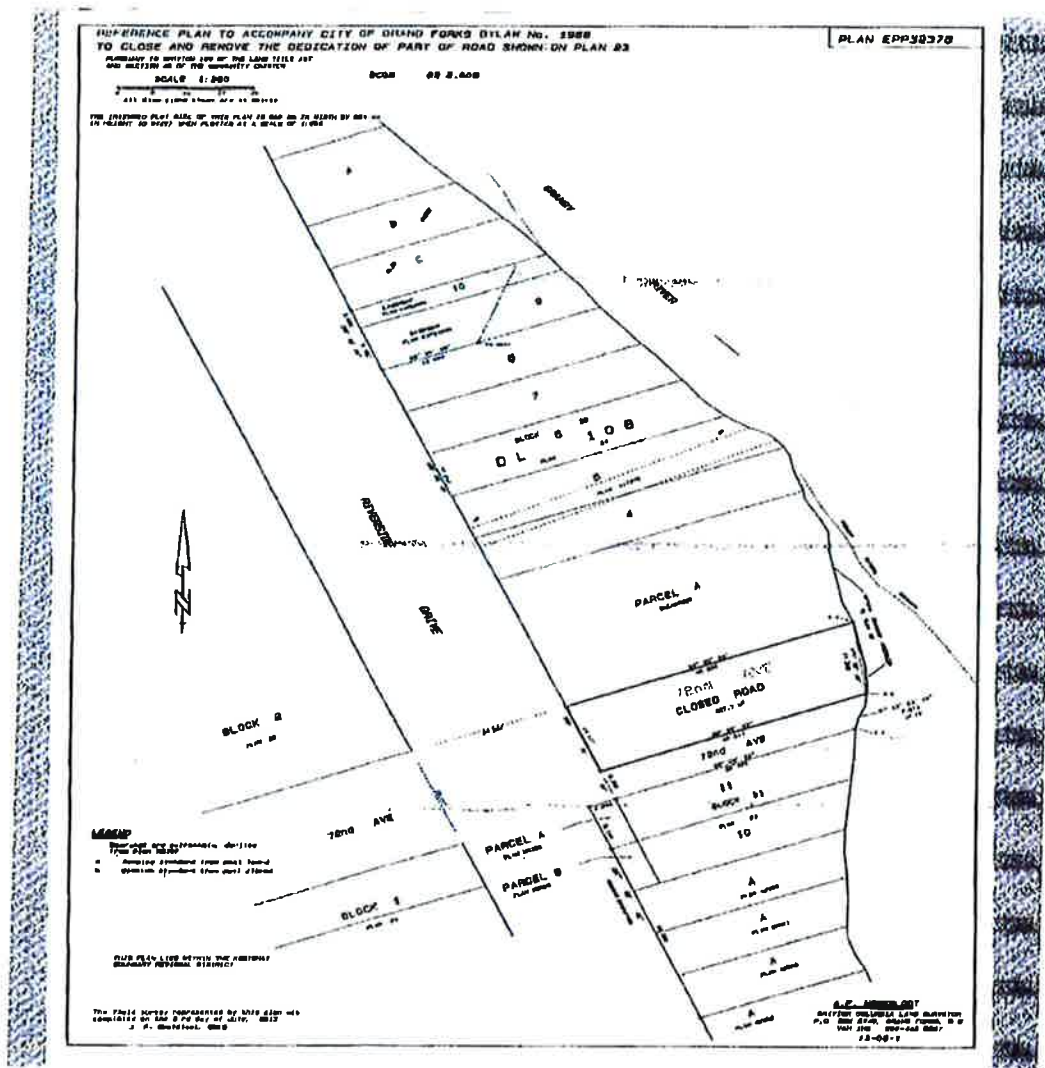
Security Monitoring System

Any Security Alarm System monitoring and maintenance will be the responsibility of the Tenant.

SCHEDULE "D"

TENANT IMPROVEMENTS

The Tenant will be permitted to construct a ReStore in accordance with the B.C. Building Code, which will be situated on the existing Lot and partially on the land adjoined, which was formerly part of 72nd Avenue to be closed, which shall be consolidated as Lot 1, DL 108, SDYD, Plan EPP32379



- Page 20 of 20-

Landlord	Tenant
	

<p style="text-align: center;">SCHEDULE "E"</p> <p style="text-align: center;">ADDITIONAL CLAUSES</p>

PROPERTY TAXES

The Landlord and the Tenant agree that while the Landlord is not currently obligated to pay Taxes with regard to the Premises, the Tenant will not be liable to pay for the Taxes or Grant-in-Lieu. If current legislation changes during the Term of the Lease, and the Landlord is required to pay Taxes, the Landlord will be liable to pay for the Taxes (as per Schedule "C").

LANDLORD IMPROVEMENTS

The Landlord will make the following improvements to the Premises:

1. The City of Grand Forks will close the end of 72nd Avenue which is adjacent to 7212 Riverside Drive and consolidate the area with the existing 7212 lot.
2. Relocate the power pole and power line to the outside of the property.
3. Relocate the existing water line to the outside of the property.
4. Remove the concrete slab which is situated in the road closure area.
5. Waive any Development Cost Charges related to the renovation of 7212 Riverside Drive and construction of the Habitat for Humanity ReStore.

- Page 21 of 20-

Landlord	Tenant
	

[illegible]

Landlord	Tenant
	

Disposition of Property

Partnering agreements may involve the disposition of municipally-owned property (i.e. land or improvements) to the partner as a condition of the service agreement. Under section 8(1) of the *Community Charter*, municipalities have the capacity, rights, powers, and privileges of a natural person (referred to as natural persons powers), including the power to acquire and dispose of property.

Disposition, under the *Interpretation Act*, is a means to transfer by any method (including: to assign, give, sell, grant, convey, lease, divest and others).

Municipalities also have a responsibility to provide stewardship of public assets as outlined in section 7(d) of the *Community Charter*. In accordance with this stewardship requirement, the *Community Charter* places restrictions on disposition of critical municipal property.

At a minimum, the disposition of municipal property requires a public notice in accordance with sections 26 and 94 of the *Community Charter*. This allows for transparency and public input into the disposition decision (see Appendix A – public notice requirements). Such a disposition would normally be done in conjunction with an operating agreement (i.e. an agreement that the partner operate the property for municipal benefit and in accordance with the terms of the partnering agreement).

Example: a municipality may dispose of a facility through a nominal lease to a private partner; in turn, the private partner will operate that facility in accordance with the terms of the partnering agreement.

In addition to the general notice requirements for property disposition in Appendix A, there are four scenarios that have additional statutory requirements as set out under sections 24, 27 and 28 of the *Community Charter*. These additional requirements involve the disposition of specific types of property, such as:

1. properties involved in capital intensive service delivery (e.g. utilities);
2. properties involved in public health (water and sewer services);
3. public parks; and,
4. properties disposed of below fair market value.

Each of these four scenarios is examined in more detail in the next part of this guide.

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Procedure Bylaw / Chief Administrative Officer
Date: February 23rd, 2015
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 MEMBERS OF COUNCIL, GIVEN VERBALLY AT THIS MEETING, BE RECEIVED**
 2. **RESOLVED THAT COUNCIL DOES NOT RECEIVE THE REPORTS FROM MEMBERS 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: February 23rd, 2015

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

Recommendation: **RESOLVED THAT COUNCILLOR KROG'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:

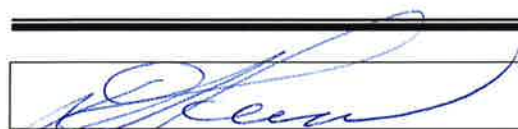

General: The main advantage is that all of Council and the Public is provided with information on the Regional District of Kootenay Boundary.

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

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

OPTIONS:

- 1. RESOLVED THAT COUNCILLOR KROG'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

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Chief Financial Officer
Date: February 11, 2015
Subject: Policy 802-A1 Contracting Authority & Purchasing revision
Recommendation: **RESOLVED THAT COUNCIL ADOPT Policy 802-A1 Contracting Authority & Purchasing**

BACKGROUND:

At the February 10, 2015 Committee of the Whole, staff presented Policy 802 Contracting Authority & Purchasing Policy revision.

The revision has several changes from the original policy adopted in 2013. An ethical purchasing section has been added to the document. Spending authority is being increased for the Deputy Fire Chief, the Deputy Corporate Officer and the Public Works Foreman. Section viii has been added to address situations where three quotes are not available or practicable. Section vii, *Formal Public Tendering and Request for Proposals* has been updated to reflect current practices of the City with regard to the tender opening process and methods for transmitting documents.

Policy 802-A1 Contracting Authority & Purchasing is now presented for adoption.

Benefits or Impacts of the Recommendation:

General: These revisions will ensure ethical, effective and efficient purchasing practices.

Attachments: Policy #802-A1 Contracting Authority & Purchasing Policy

Recommendation: **RESOLVED THAT COUNCIL ADOPT Policy 802-A1 Contracting Authority & Purchasing**

OPTIONS: **1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT**
 2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT

REQUEST FOR DECISION

— REGULAR MEETING —



3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.

	
Department Head or CAO	Chief Administrative Officer

THE CITY OF GRAND FORKS

POLICY TITLE: Contracting Authority & Purchasing

POLICY NO: 802A-1

EFFECTIVE DATE: February 23, 2015

SUPERSEDES:
802

APPROVAL: Council

PAGE: 1 of 8

POLICY:

The City of Grand Forks will procure all goods, services and construction of assets in accordance with this procedure.

POLICY OBJECTIVES:

The objectives of this policy are to:

- a) Establish authority to enter into a procurement contract on behalf of the City.
- b) Establish spending authority limits within approved budget limits.
- c) Identify types of procurement contracts that can be entered into.
- d) Encourage as a preference, contracting agreements and purchasing criteria that:
 - (i) promotes reduction of Green House Gases.
 - (ii) considers the life cycle cost of the acquisition rather than just the initial purchase price.
 - (iii) seeks the best value and service.

In addition to the objectives outlined above, City employees will demonstrate ethical purchasing behavior, including:

- Declaration of Interest – An employee who has a direct or indirect interest with the supplier should disclose this relationship and will be excluded from the quote or tender process;
- Confidentiality and Accuracy of Information – The confidentiality of information received in the course of duty must be respected and should not be used for personal gain; information given in the course of duty should be true and fair and not designed to mislead;
- Competition – While considering the advantages of the City of Grand Forks maintaining a continuing relationship with a supplier, any arrangement which might prevent the effective operation of fair competition should be avoided;
- Business Gifts and Hospitality – To preserve the image and integrity of the employee, the employer and the profession, business gifts other than items of small intrinsic value should not be accepted. Reasonable hospitality is an accepted courtesy of a business relationship. The frequency and nature of gifts or hospitality accepted should not be allowed whereby the recipient might be or might be deemed by others to have been influenced in making a business decision as a consequence of accepting such hospitality or gifts;

PROCEDURE

General:

a) Responsibilities:

- i. Department Heads are to ensure that funds are available within the spending authority of those authorized to sign a procurement contract on behalf of the Department.
- ii. The Chief Administrative Officer may designate Department Heads to approve incoming invoices from contracts, utilities, government agencies and any other approved payables up to specified limits. Authorizations to be in writing and may be revoked at any time.

b) Sustainable Business Practice:

- i. The City shall give preference to contracts, equipment, machinery, vehicles and supplies which incorporate green or sustainable business practices or technology. This preference shall form part of the RFP and the evaluation criteria used to assess proposals when it applies.
- ii. Evaluation criteria shall make reference to purchase cost, fuel consumption cost, GHG emissions and total life cycle cost (including purchase, fuel operating and maintenance costs) over the life of the equipment of contracted service.

c) Application:

This policy applies to all activities, works or services entered into by the City except contracts of employment.

d) Prohibition:

- i. All procurement by the City of Grand Forks will be consistent with the requirements under AIT (Agreement on Internal Trade) and TILMA (Trade, Investment and Labour Mobility Agreement).
- ii. No one other than the Chief Administrative Officer or the Chief Financial Officer will enter into a contract for goods or services.

e) Spending Authority:

To allow for the efficient operation of the City's departments, the following authority levels are delegated to Department Heads for individual invoices and individual contract limits.

	Spending Limit
Chief Administrative Officer	Within Financial Plan
Chief Financial Officer	\$25,000.00
Corporate Officer	\$10,000.00
Deputy Corporate Officer	\$10,000.00
Manager of Operations	\$10,000.00
Public Works Foreman	\$10,000.00

Manager of Development & Engineering	\$10,000.00
Fire Chief	\$10,000.00
Deputy Fire Chief	\$10,000.00
Manager of Building Inspection & Bylaw Services	\$ 5,000.00

Workforce Spending:

To allow for the efficient operation of the City's departments, the following authority levels are delegated to various employees within their Department budgets:

	Spending Limit	Type of Goods
All Coordinators	\$1,500	All
Mechanic	\$1,500	Supply
Accountant/Comptroller	\$1,500	All
All Permanent Employees	\$100	Supply

Department Heads must counter-sign all Departmental Purchase Orders prior to submitting to Accounting Department.

Definitions:

Alternate Fuels - fuels available for use other than conventional fuels (oil, gasoline, natural gas, propane and diesel).

City - the Corporation of the City of Grand Forks.

Formal Public Tendering Process - the process whereby bids are solicited by the City by means of public advertising including by newspaper, publications, website or BC Bid. Bids are normally opened and read publicly at a fixed time and place.

GHG (Greenhouse gases) - equivalent tones of carbon dioxide (CO2) emitted into the environment through the use of various types of energy sources.

Goods - materials, equipment, or supply

Holdback - monies held back from progress payments.

Late Bid - an offer received in the designated location after the specified closing date and/or time.

Lease - a contract by which the City acquires the use and possession of lands, buildings, and personal property for a specified time at a fixed payment.

Life Cycle Cost - the total cost to purchase and operate a type of vehicle or equipment or contracted service. This shall include initial purchase cost, operational cost,

maintenance cost, fuel cost and GHG emissions.

Lowest Evaluated Bid - the bid which meets the specifications at the lowest overall cost to the City, as determined by the Chief Administrative Officer or designate, considering such factors as suitability, price, availability, service related administrative cost and disposal value. The lowest overall cost shall be evaluated over the life cycle of the equipment or contracted service. This shall include purchase cost, operating cost, maintenance cost, fuel cost and GHG emissions.

Procurement Contract -

- Purchase Order issued for procurement of goods or services;
- Service Contract issued under a written agreement with the supplier of services, or;
- Construction Contract entered into in writing with the successful bidder following an invitation to tender for construction of an asset.

Progress Payment - a payment made under the terms of the contract before completion of the contract.

Proposal - an offer to provide goods, services, or construction submitted to the City in response to a request for a proposal.

Purchase Order - the pre-printed, pre-numbered form containing all the necessary information and signatures required to begin procurement action.

RFP (Request for Proposal) - the process whereby proposals are solicited by the City by means of invitation to particular suppliers or advertising. Proposals are reviewed by Staff against grading criteria as described in the proposal.

Security -

- Certified cheque or other legal instrument made payable to the City of Grand Forks;
- Government guaranteed bond; or
- Other security as may be considered appropriate.

Service - performance of work to meet a general need by a person(s) not an employee of the City of Grand Forks.

Responsibilities

a) Department Head:

- i. Ensure that all procurement contracts initiated within the department are complete and properly authorized, including, if necessary, to be authorized by Council, prior to being sent for procurement action.
- ii. Ensure that expenditures are identified in the Financial Plan and within the spending authority of those authorized to sign a procurement contract on

behalf of the department.

b) General Guidelines:

- i. Procurement documentation must be in place before goods are delivered or services rendered, including a contract for services covered under a Service Contract.
- ii. Unauthorized Purchasing: Any employee who willfully acquires goods or services in contravention of this policy or relevant procedures is liable to disciplinary action.
- iii. Purchase Orders:
 - Official; 8 ½" x 11" sequentially numbered form.
 - All applicable sections must be completed, including an actual or estimated cost, and the account to be charged for the item(s).
 - Copy distribution: White - Accounting
Scanned to Manager
Scanned electronically
 - May have additional information attached such as drawings, detailed specifications, samples, etc.
 - Cancellation of a Purchase Order - ensure that all copies are cancelled/marked as VOIDED.
 - Ensure that a Purchase Order is completed and its number quoted when an order is placed with a supplier.

Purchase orders shall be issued for all goods and services in excess of \$1,000.00, unless exempted under procedures.

When an invoice is received the issuer of the order, or designate, must confirm that the goods received are as requested and priced as quoted.

Exemptions: the following expenditures do not require a Purchase Order:

1. Petty Cash disbursements
2. Purchases covered by annual or other contracts such as: chlorine, gasoline, diesel, equipment leases, fees for service
3. Association dues and membership fees, publications, legal and accounting fees, donations and grants-in-aid
4. Utility charges
5. Travel expenses and advances
6. Payment for expenditures relating to payroll and payroll deductions, including union dues and social club fees

7. Payments to other governments and their agencies.

iv. Service Contract:

A pre-negotiated and/or tendered agreement, usually of a long-term duration, for such items as:

- Auditing services
- Bonding services
- Maintenance agreements
- Lease agreements
- Fuel supplies
- Externally owned machinery and/or operators, or
- Other

When a Service Contract has been awarded, direct orders may be placed with the supplier by authorized personnel.

v. Verbal Quotes:

Verbal quotes are to be sought for supply of all goods and services from at least three suppliers when the cost is estimated to exceed \$5,000.00.

Managers are to record in writing, the results of the verbal quotations when the cost is estimated to be between \$5,000.00 and \$10,000.00.

vi. Formal Written Quotations:

Written quotations are to be sought for the supply of all goods and services from at least three suppliers when the cost is estimated to exceed \$10,000.00 and not exceed \$50,000.00.

vii. Formal Public Tendering and Request for Proposals:

Tenders and request for proposals are to be sought by formal public advertising for the supply of all goods and services when the cost is estimated to exceed \$50,000.00. Procedures for receiving and opening tenders shall conform to the following:

- Tenders and RFP's enclosed in sealed envelopes will be received at the tender address until tender closing time;

- All tenders and RFP's will be recorded as to the date and time received at the front counter who will file the tender in the vault until tenders are opened;
- Verbal and late bids will not be accepted.
- One member from Corporate Services and the department head or designate responsible for the project will proceed with the tender and RFP opening at precisely the designated time on the closing day.
- Tender and RFP envelopes shall be opened and each tender and RFP shall be checked to ensure that it is signed and valid in respect of any bid bonds, etc. Any financial securities shall be stored in the vault for safekeeping.
- Security, as required by the Invitation to Tender, must accompany the tender bid in order to be considered.
- Tenders are normally opened/registered in public at the City Office. Requests for Proposals are not normally opened publicly.
- Where only one tender is received, the City reserves the right to not make the amount of the tender public at the tender opening. The amount of the tender will be made public if a contract is awarded.

A contract may, in most cases, be awarded to the lowest bid. However, the City, for its sole benefit, reserves the right to award a bidder it deems appropriate based on scoring of evaluation criteria identified in the tender or RFP document.

viii. Notwithstanding Section v and vi above, a purchase or contract may be sole sourced when:

- Goods, services or construction are urgently required and delay would be injurious to the public interest; or
- Recurring or Non-Competitive Expenditures – these are for specifically identified items such as training and statutory payments
- Only one party is available and capable of performing the contract
- Professional Consulting Services

The City purchasing practices for sole sourced procurements shall employ such value analysis and negotiation methods as deemed appropriate for the occasion

by the Chief Financial Officer

All sole sourcing requests between \$5000 and \$25,000 will require approval of the Chief Financial Officer. Any sole source purchase over \$25,000 will require a Staff report to City Council.

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Corporate Services
Date: February 17, 2015
Subject: Bylaw No. 2011. 2015, A Bylaw to amend Procedure Bylaw No.1946, 2013
Recommendation: **RESOLVED THAT Council give first three readings to Bylaw 2011, 2015, a Bylaw to amend Procedure Bylaw No. 1946, 2013.**

BACKGROUND: At the December 15th Regular Meeting of Council, Council was given a Notice of Motion regarding amending the City of Grand Forks Procedure Bylaw No. 1946, 2013, by Councillor Christine Thompson. Notice has been given to the public, regarding the intention to adopt the amended Procedure Bylaw in accordance with section 124 of the Community Charter.

The City is legislatively required to adopt a Bylaw to amend the Procedure Bylaw, which will reflect any changes. Attached is the proposed Bylaw No. 2011. 2015, A Bylaw to amend Procedure Bylaw No.1946, 2013, presented for Council's consideration.

This report is provided in order for Council to review the amendments to the current Procedure Bylaw and advise Staff of any further changes, or ask questions. A copy of the existing Procedure Bylaw No. 1946, 2013 is attached to this report, with the areas of the proposed changes to the bylaw highlighted.

General:

Changes recommended are to Section 12.3 (1) and include:

1. Written reports from members of Council attending conferences, seminars or workshops that extend beyond one day out of the City, must be included on the Regular Meeting Agenda no later than the second Regular Meeting of Council following the conclusion of such conference, seminar or workshop. At the discretion of Council, failure to provide such written report may result in the offending member of council not being authorized to attend future conferences, seminars or workshops.
2. Verbal reports from members of Council attending conferences, seminars or workshops lasting one full day or less will be accepted.

REQUEST FOR DECISION

— REGULAR MEETING —



Strategic Impact: To provide information and updates to all of Council, with regards to conferences and such, as attended by fellow Councillors.

Financial: There is no financial impact

Policy/Legislation: Community Charter Section 124

Attachments: Procedure Bylaw No. 1946, 2013, with amendments highlighted

Recommendation: **RESOLVED THAT COUNCIL**

OPTIONS:

- 1. RESOLVED THAT COUNCIL GIVE FIRST THREE READINGS TO BYLAW 2011, 2015, A BYLAW TO AMEND PROCEDURE BYLAW NO. 1946, 2013.**
- 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



City of Grand Forks

Council Procedure Bylaw No. 1946, 2013

CITY OF GRAND FORKS

A BYLAW TO GOVERN MEETINGS OF THE COUNCIL OF THE CITY OF GRAND FORKS BYLAW NO. 1946, 2013

WHEREAS under section 124 of the *Community Charter* Council must by bylaw establish the procedures to be followed by Council and Council Committees in conducting their business;

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

PART 1 – INTERPRETATION

1. Definitions

(1) In this Bylaw:

“Act” means the *Community Charter*, SBC 2003, Chapter 26, as amended.

“Committee” means a standing, select, or other committee of Council, but does not include COTW (Committee of the Whole)

“COTW” means Committee of the Whole

“Council” means the governing and executive body of the City of Grand Forks constituted as provided in the Act.

“Councillor” means a member of the Council.

“Councillor’s address” means the residential address or the mailing address if this is different, given to the Corporate Officer by each Councillor in the nomination documents they filed for the local government office they were elected to.

“inaugural meeting” means the meeting at which the members elected at the most recent general local election are sworn in.

“in-camera meeting” refers to a closed meeting in accordance with Section 90 of the *Community Charter*

“member” means the Mayor or a Councillor.

“municipality” means the City of Grand Forks.

“posting locations” means the notice board at the north entrance (Market Street entrance) of City Hall, and the regular Council meeting place.

“Special meeting” means a meeting of the Council other than a regular or inaugural meeting.

“Corporate Officer” means the person assigned by Council the responsibility of corporate administration pursuant to section 148 of the *Act*.

2. Incorporation Of Acts' Definitions

- (1) Any definition in the Act which is incorporated into this bylaw has the meaning given to it in the Act as of the date of adoption of this bylaw.

3. Interpretation of Bylaw

- (1) Reference in this bylaw to:
 - (a) a numbered "section" or "part" is a reference to the correspondingly numbered section or part of this bylaw;
 - (b) the plural is to be considered to be a reference also to the singular, unless the context otherwise requires; and
 - (c) unless the context otherwise dictates, a resolution or vote of the Council is a reference to a resolution or vote passed by the affirmative vote of a majority of the Councillors present and entitled to vote on the matter.

4. Citation

- (1) This bylaw may be cited for all purposes as "**City of Grand Forks Council Procedure Bylaw No. 1946, 2013**".

PART 2 – INAUGURAL MEETING

5. Inaugural Meeting

- (1) The first regular Council meeting following a general local election must be held on the first Monday in December following the general local election provided that the election occurs the third Saturday in November. In the likelihood that the proposed legislation passes in the future, and the election is scheduled to occur the third week in October, the first regular Council meeting following the general local election may be held on the first Monday in November therein.

PART 3 - REGULAR MEETINGS

6. Time and Location of Regular Meetings

- (1) Commencing following the Inaugural Meeting of a new Council, regular meetings are scheduled by resolution of Council adopted at the first regular meeting in December, or as soon as practicable thereafter. In the likelihood that the proposed legislation passes in the future, and the election is scheduled to occur the third week in October, regular meetings would be scheduled by resolution of Council adopted at the first regular meeting in November, or as soon as practicable thereafter.

- (2) Regular meetings of Council are to begin at 7:00 PM or such other time as is fixed by resolution of the Council from time to time.
- (3) Regular meetings of Council are to take place within City Hall unless, by resolution, Council has chosen another location specified in the resolution.
- (4) Despite subsections 6 (1), (2) and (3), no regular meeting is to be held if the meeting has been cancelled by a resolution of Council passed at a previous meeting.
- (5) The Corporate Officer is hereby authorized to vary the start time of regular meetings scheduled to commence at 7:00 PM to reflect the amount of Council business, or to cancel them entirely if such meeting is not required.
- (6) The Corporate Officer is hereby authorized to cancel such other meetings as are considered unnecessary for the reason of lack of business and shall post notice of such cancellation in accordance with Section 6.1

6.1 Notice of Regular Council Meetings

- (1) At least 72 hours before a regular meeting of Council, the Corporate Officer must give public notice of the time, place and date of the meeting by way of a notice posted in the posting locations, being the bulletin board on the north entrance of City Hall, and the City of Grand Forks Website. The City of Grand Forks Website posting will include all background information.
- (2) At least 72 hours before a regular meeting of Council, the Corporate Officer must give further public notice of the meeting by leaving copies of the agenda, including all background information, at the reception counter at City Hall for the purpose of making them available to members of the public:
- (3) At least two (2) working days before a regular meeting of Council, the Corporate Officer must deliver a copy of the agenda and all background information to each member of Council electronically to each member of Council's City email box.
- (4) The Corporate Officer must:
 - (a) post in the posting locations, and
 - (b) publish in accordance with section 94 of the *Act* at least once a year a schedule of the date, time and place of regular Council meetings.

- (5) If the agenda for the meeting contains a proposal to close all or part of the meeting to the public, the notice must state the basis under the Act on which the portion of the meeting is to be closed, but the notice must not otherwise describe the matter in respect of which the meeting is to be closed.

6.2 Postponement for Statutory Holiday

- (1) If the Monday is a statutory holiday, the regular meeting which would otherwise be held on that Monday must be held at the usual time on the next day which is not a statutory holiday, a Saturday or a Sunday.

6.3 Quorum

- (1) A quorum of the Council is a majority of Councillors on the Council, including the Mayor, as per section 129 of the Act.

6.4 Postponement If No Quorum

- (1) If there is no quorum of Councillors at the location for regular meetings within 30 minutes after the usual time for a regular meeting, or a quorum is lost during a meeting:
 - (a) the Corporate Officer shall record in the Minute Book the names of the members present at the expiration of such thirty minutes;
 - (b) the members present must direct that the regular meeting be held or continued
 - (i) the same hour the following night, or
 - (ii) on the date of the next scheduled regular meeting.
 - (c) all business on the agenda for that regular meeting not dealt with at that regular meeting is incorporated in the agenda for the regular meeting held on the earlier of the dates referred to in sub clause (b) (i) or (ii).

6.5 Cancellation If No Quorum:

- (1) Notwithstanding section 6.4, if the Corporate Officer knows in advance that there will not be a quorum present at the location for a regularly scheduled meeting of Council she/he may cancel the regular meeting and they shall use reasonable efforts to give advance public notice of the cancellation of the regular meeting by posting notice of the cancellation in the posting locations.

PART 4 - SPECIAL MEETINGS

7. Notice of Special Council Meetings

- (1) Except where notice of a special meeting is waived by a unanimous vote of all Council members under section 127(4) of the Act, at least 24 hours before a special meeting of Council, the Corporate Officer must:
 - (a) give advance public notice of the time, place and date of the meeting and describe in general terms the purpose of meeting by way of a notice posted in the posting locations; and
 - (b) give notice of the special meeting in accordance with section 127 of the Act.
- (2) Where a special meeting is called and where notice may be waived by a unanimous vote under section 127(4) of the Act, the Corporate Officer shall use reasonable efforts to give advance public notice of the proposed special meeting by posting a notice of the proposed meeting in the posting locations.
- (3) If the agenda for the meeting contains a proposal to close all or part of the meeting to the public, the notice must state the basis under the Act on which the portion of the meeting is to be closed, but the notice must not otherwise describe the matter in respect of which the meeting is to be closed.

7.1 Postponement If No Quorum

- (1) Section 6.4 applies to special meetings with the necessary changes, with exception that the Corporate Officer need not give public notice of a cancelled or rescheduled meeting of which Council has resolved to exclude the public as in a Special Meeting to go in-camera.

PART 5 – IN-CAMERA MEETINGS

8. Notice of In-Camera Meetings

- (1) Notice of Council's intent to conduct an in-camera meeting in accordance with Section 90 of the Community Charter:
 - (a) by public posting of a special meeting agenda to go in-camera. The notice must state the basis under the Act on which the portion of the meeting is to be closed, but the notice must not otherwise

describe the matter in respect of which the meeting is to be closed. Except where notice of a special meeting to go in-camera is waived by a unanimous vote of all Council members under section 127(4) of the Act, the Special Meeting to go in-camera must be posted at least 24 hours before a special meeting of Council.

- Where a special meeting to go in-camera is called and where notice may be waived by a unanimous vote under section 127(4) of the Act, the Corporate Officer shall use reasonable efforts to give advance public notice of the proposed special meeting to go in-camera, by posting a notice of the proposed meeting in the posting locations;
- (i) efforts to give advance public notice of the proposed special meeting to go in-camera, by posting a notice of the proposed meeting in the posting locations;
 - (b) or by passing a resolution at a Regular, Special or COTW Meeting, Council's wishes to go in-camera in accordance with Section 92 of the Community Charter, Council must:
 - (i) state publicly, the fact that the meeting or part is to be closed, and
 - (ii) state the basis under the applicable subsection of Section 90 on which the meeting or part is to be closed;
 - (c) or by passing a resolution at a Regular, Special or COTW Meeting, Council's wishes to go in-camera in accordance with Section 92 of the Community Charter to a **future meeting date**, Council must:
 - (i) state publicly, the fact that the meeting or part is to be closed, and when the meeting is to be held; and
 - (ii) state the basis under the applicable subsection of Section 90 on which the meeting or part is to be closed.

8.1 Postponement If No Quorum

- (2) Section 8 applies to special meetings to go in-camera with the necessary changes, except that the Corporate Officer need not give public notice of a cancelled or rescheduled meeting in respect of which Council has resolved to exclude the public.

PART 6 – ANNUAL MEETING

9. Notice of Annual Meeting

- (1) The corporate officer must give notice of the Council meeting or other public meeting in respect of which Council has resolved to consider
 - (a) the annual report prepared under section 98 of the Act, and
 - (b) submissions and questions from the public,by giving public notice by

- (c) posting notice of the date, time and place of the annual meeting in the posting locations, and
- (d) publishing notice of the date, time and place of the annual meeting in accordance with section 94 of the *Act*.

PART 7 – COMMITTEE OF THE WHOLE MEETINGS

10. Time and Location of Committee of the Whole Meetings

- (1) Commencing following the Inaugural Meeting of a new Council a Committee of the Whole meeting is to be held as per resolution of Council adopted at the first regular meeting in December. In the likelihood that the proposed legislation passes in the future, and the election is scheduled to occur the third week in October, committee of the whole meetings would be scheduled by resolution of Council adopted at the first regular meeting in November, or as soon as practicable thereafter.
- (2) Committee of the Whole (COTW) meetings are to begin at 9:00 AM the day of the first regular meeting date of each month or such other time as is fixed by resolution of Council from time to time.
- (3) COTW are to take place within City Hall unless, by resolution, Council has chosen another location specified in the resolution.
- (4) Despite subsections 10.1 (1), (2) and (3), no COTW is to be held if the meeting has been cancelled by a resolution of Council passed at a previous regular Council meeting.
- (5) The Corporate Officer is hereby authorized to cancel such COTW meetings as are considered unnecessary for the reason of lack of business and shall post notice of such cancellation in accordance with Section 10.1(1).

10.1 Notice of Committee of the Whole Meetings

- (1) At least 72 hours before a scheduled meeting of a COTW, the Corporate Officer must give public notice of the time, place and date of the meeting by way of a notice posted in the posting locations, being the bulletin board on the north entrance of City Hall, and the City of Grand Forks Website. The City of Grand Forks Website posting will include all background information.

- (2) At least 72 hours before a scheduled meeting of a COTW, the Corporate Officer must give further public notice of the meeting by leaving copies of the agenda, including all background information, at the reception counter at City Hall for the purpose of making them available to members of the public;
- (3) At least two (2) working days before a scheduled meeting of a COTW, the Corporate Officer must deliver a copy of the agenda to each member electronically to each member of Council's City email system.
- (4) At least 24 hours before:

- (a) an unscheduled meeting of a COTW;

the Corporate Officer must give advance public notice of the time, place and date of the meeting by way of a notice posted in the posting locations.

10.2 Conduct and Debate of COTW Meetings

The following rules apply to COTW Meetings:

- a) a motion is not required to be seconded;
- b) a member may speak any number of times on the same question;
- c) a member must not speak longer than a total of 10 minutes on any one question;
- d) the public and media, in attendance, may ask questions with regard to each topic as they are addressed, and must not speak longer than 5 minutes on any one topic; An addendum to these rules and procedures may be established by resolution of Committee of the Whole from time to time.
- e) the public and media, in attendance, may ask questions that **do not** pertain to any topic discussed within the agenda during the "Question Period" section of the meeting; must not speak longer than 5 minutes on non-agenda topics and must not refer to any in-camera or personnel issues; An addendum to these rules and procedures may be established by resolution of Committee of the Whole from time to time.

PART 8 - OTHER MATTERS REGARDING MEETINGS

11. Meetings Outside Municipality

- (1) A meeting may be held outside the Municipality if the Council passes a resolution to that effect.

11.1 Attendance of Public at Meetings

- (1) Subject to sections 90 and 133 of the Act, all Council meetings must be open to the public.
- (2) Where Council wishes to close a meeting to the public, it may do so by adopting a resolution in accordance with section 92 of the Act.
- (3) This section applies to meetings of bodies referred to in section 145 of the Act, including, without limitation:
 - (a) COTW, select or standing committees of Council;
 - (b) The board of variance;
 - (c) The court of revision;
 - (d) An advisory committee, or other advisory body, established by Council under the Act, or any other legislation.

11.2 Participation of Public at Council/Committee of the Whole Meetings

- (1) The public and media may participate in the Committee of the Whole meetings in accordance with Section 10.2 (e) & (f), in addition to the Question Period within a Regular Meeting.
- (2) From the close of nominations preceding a general local election or by-election, the Petitions and Delegations portion of regular Council meetings and COTW meetings shall be suspended until the meeting of Council following the election unless the delegation is representing an Advisory Committee to Council.

11.3 General Conduct for all Meetings

- (1) No member or person attending the meeting may interrupt a member who is speaking, except that a Councillor may raise a point of order.
- (2) No member or person attending the meeting may cause a disturbance, disrupt or in any manner delay the conduct of business at a meeting.
- (3) No member or person permitted or invited to speak on any matter coming before the Council or a committee may use rude or offensive language or, by tone or manner of speaking, express a point of view or opinion or make an allegation which, directly or indirectly, reflects upon the public conduct or private character of any person.

11.4 Removal of Those Behaving Improperly

- (1) The Mayor or other person presiding may expel from a meeting of Council any person he or she considers guilty of improper conduct.
- (2) If a person resists or disobeys an order of the Mayor or other person presiding to leave a meeting of Council, that person may be removed by the Corporate Officer or other City Staff member present at the meeting, or, if necessary, by a peace officer at the direction of the Mayor or other person presiding.
- (3) In addition to its application to Council meetings, the ability of the person presiding to expel persons he or she considers guilty of improper conduct also applies to meetings of the following:
 - (1) COTW, select or standing committees of Council;
 - (2) The board of variance;
 - (3) The court of revision;
 - (4) An advisory committee, or other advisory body, established by Council under the Act, or any other legislation.

11.5 Adjournment of Meeting

- (1) The Council may at any time by resolution adjourn any meeting to a date, time and location specified in the resolution.
- (2) Council Meetings shall adjourn no later than 11:00 p.m. unless an extension beyond that time is determined by Unanimous Resolution of the Council.

11.6 Cancellation of Meetings

- (1) The Council may, by resolution, cancel any regular meeting and/or COTW Meeting. The Corporate Officer must give public notice of cancellation of any regular and/or COTW meeting by posting notice of cancellation in a place accessible to the public at the location for the regular meeting.

11.7 Acting Mayor

- (1) At the first regular meeting held in December each year, or at an inaugural meeting held under section 5, or as soon after those

meetings as practicable, Council must in respect of the ensuing calendar year designate from among its members Councillors to serve on a rotating basis as Acting Mayor to act in the place of the Mayor when the Mayor is absent or otherwise unable to act or when the office of the Mayor is vacant. In the likelihood that the proposed legislation passes in the future, and the election is scheduled to occur the third week in October, the designation of Acting Mayor among its Council members would be adopted at the first regular meeting in November, or as soon as practicable thereafter.

- (2) Each Councillor designated under subsection 11.7 (1) must fulfill the responsibilities of the Mayor in the absence of the Mayor.
- (3) If both the Mayor and the member designated under subsection 11.7 (1) are absent from the Council meeting, the Council member next on the approved list of Acting Mayors shall be chosen to fulfill the role of Acting Mayor and shall have the same powers and duties as the Mayor in relation to the applicable matter.

PART 9 - PROCEDURE FOR MEETINGS

12. Authority

- (1) All meetings of the Council and all other matters of practice and procedure not otherwise herein specified shall be governed by Robert's Rules of Order or by any authority whose codification of Canadian Procedure shall be declared by the Parliament of Canada to replace or supersede Robert's Rules of Order.
- (2) Notwithstanding the above statement of Authority, the Provisions of Division 2 of the *Act* on "Council Proceedings" are to be considered a part of this Bylaw and to have the same force and effect by reference as though the same were severally, fully, and particularly set forth herein.

12.1 Mayor To Open Meetings

- (1) If a quorum is present, the Mayor must call the meeting to order; however, where the Mayor is absent, the Councillor designated as Acting Mayor in accordance with Section 11.7 must take the Chair and call the meeting to order.

12.2 Appointment of Acting Chair

- (1) If a quorum is present but neither the Mayor nor the Acting Mayor are

present at the time at which the meeting is scheduled to begin, the Corporate Officer must call the meeting to order and by resolution, the Council must appoint a Councillor to act as chair for that meeting until the Mayor or Acting Mayor arrives. The acting chair of a meeting has the powers and duties of the Mayor in respect of that meeting.

12.3 Order Of Business At Regular Meetings

(1) Unless the Mayor or Acting Mayor otherwise directs, the business at all regular meetings shall be proceeded with in the following order:

- a) Call to Order
- b) Adoption of Agenda
- c) Adoption of Minutes of the last regular meeting
- d) Registered Petitions and Delegations
- e) Unfinished Business
- f) Reports, Questions and Inquiries from Members of Council (verbal)
 - 1) Written reports from members of Council attending conferences, seminars or workshops that extend beyond one day out of the City, must be included on the Regular Meeting Agenda no later than the second Regular Meeting of Council following the conclusion of such conference, seminar or workshop. At the discretion of Council, failure to provide such written report may result in the offending member of council not being authorized to attend future conferences, seminars or workshops.
 - 2) Verbal reports from members of Council attending conferences, seminars or workshops lasting one full day or less will be accepted
- g) Report – Regional District of Kootenay Boundary
- h) Recommendations from Staff for Decision
- i) Requests Arising from Correspondence
- j) Information Items
- k) Bylaws
- l) Late Items
- m) Questions from the Media and Public
- n) Adjournment

(2) When preparing the agenda prior to the meeting, the Mayor and Corporate Officer may in their discretion:

- (a) vary the order set out in section 12.3 (1), and
- (b) delete agenda headings if there is no business under those items.

- (c) The order of business specified in Section 12.3 (1) and (2) hereof may be varied, as the Council deems necessary.

12.4 Meeting Agenda

- (1) The Corporate Officer must prepare an agenda for each regular meeting, which must:
 - (a) set out each item of business to be dealt with specified in subsections 12.3 (1) and (2);
 - (b) state the general nature of each item of business to be dealt with at the regular meeting; and
 - (c) be made available to each Council member electronically to Council's city email boxes at least two (2) working days before the date on which the regular meeting is to be held.
- (2) The Mayor or the Acting Mayor may choose to review the agendas either in person or by telephone for each meeting, prior to the agenda being circulated in accordance with this bylaw.

12.5 Petitions and Delegations:

- (1) Petitions and Delegations will be presented to Council at the COTW Meetings which are held the first meeting of the month, or at an alternative date as deemed by resolution from Council from time to time
- (2) Petitions and Delegations may be considered during Regular Meetings if the issue is of a time sensitive nature

12.6 Notice to Corporate Officer of Petitions and Delegations:

- (1) At least ten (7) working days before the date of the meeting at which:
 - (a) any person wishing to present a petition to the Council, that person must deliver to the Corporate Officer:
 - (i) a written request to present the petition and the name and address of the presenter;
 - (ii) the complete petition; and,
 - (iii) the name and address of each person who has signed the petition.
 - (b) any delegation who wishes to appear before the Council, the convener of the delegation must deliver to the Corporate Officer a letter which contains:
 - (i) full particulars of the subject matter to be submitted to Council including any written data which the presenter would like included in the agenda package (in the case of large amounts

- of data, the Corporate Officer may provide a separate paper copy meant for viewing by the public during the course of the meeting instead of inclusion within the agenda) ; and,
- (ii) the proposed action, which is within the authority of the City which the delegation wishes the City to take in response to the submission;
 - (iii) the names and addresses of the persons or the organization comprising the delegation; and
 - (iv) the name, civic address, email address (if applicable) and telephone number of the person who will speak to the Council on behalf of the delegation.
 - (v) if a PowerPoint or computer generated presentation forms part of the delegation, arrangements should be made with the Corporate Officer at least three working days prior to the meeting.
- (2) No petition or delegation may be presented to, appear before or be received by the Council unless section 12.6 has been complied with, except that the Council may resolve by a simple majority vote to waive compliance with this section.
- (3) There may be a limit of a maximum of three (3) petitions or delegations at a Committee of the Whole Meeting, or as determined in accordance with the rules and procedures established by resolution of Council from time to time.

12.7 Time Allowed For Petitions And Delegations

- (1) Unless the Council otherwise resolves, the maximum time for presentation of a petition or appearance of a delegation before the Council is 10 minutes excluding time which members of Council may require to ask questions and seek clarification. This section does not apply to public hearings conducted by the Council under the Act.

12.8 Adding Correspondence

- (1) Any member of Council, with the consent of the Mayor or Chair, may request the Corporate Officer to add an item of correspondence or business to the agenda three (3) working days prior to the date on which the regular meeting is to be held.

- (2) Any member may request an item of correspondence or business be added as a late item at the date of the regular meeting of Council before the adoption of the agenda by consent of a majority of Council members after informing Council of the general nature of the correspondence or business and the reason for urgent consideration.

12.9 Minutes of Meetings

- (1) Minutes of Council meetings must be kept in accordance with section 97 of the Act.
- (2) Minutes of Committee meetings referred to in section (3) must be kept in accordance with section 97 of the Act.
- (3) Section (2) applies to meetings of:
 - (a) Select or standing committees of Council; and
 - (b) Any other body composed solely of Council members acting as Council members.

12.10 Recording and Certification of Minutes Of Council

- (1) The Corporate Officer must cause minutes of every Council meeting to be recorded legibly in a minute book.
- (2) The minutes of every Council meeting must be certified as correct by the Corporate Officer and must be signed by the Mayor following the meeting at which the minutes are adopted.

12.11 Adoption of Minutes

- (1) The minutes of every Council meeting must be adopted by resolution of Council. If each Councillor has received a copy of the minutes of a meeting, those minutes may be adopted by resolution of the Council without their being read to the meeting. The minutes of a meeting may not be adopted until the Corporate Officer makes any changes which the Council has by resolution directed be made so that the minutes accurately record the meeting.

12.12 Committee Procedures

- (3) Section 11.3 applies to the general conduct of meetings of:

(select or standing committees of Council;

(any other committee composed solely of Council members acting in that capacity; and
(Committee of the Whole)

12.13 Order of Business for Committee of the Whole Meetings

- (1) Unless the Chair or Acting Chair of the Committee of the Whole otherwise directs, the business at all COTW meetings shall be proceeded with in the following order:
 - a) Call to Order
 - b) Adoption of Agenda
 - c) Registered Petitions and Delegations
 - d) Presentations by Staff
 - e) Reports and Discussion
 - f) Proposed Bylaws for Discussion
 - g) Information Items
 - h) Correspondence Items
 - i) Late Items
 - j) Reports, Questions and Inquiries from Members of Council (verbal)
 - k) Question Period
 - l) Adjournment
- (2) When preparing the agenda prior to the meeting, the Mayor and Corporate Officer may in their discretion:
 - (a) vary the order set out in section 12.13 (1), and
 - (b) delete agenda headings if there is no business under those items.
- (3) The order of business specified in section 12.13 (1) and (2) hereof may be varied, as the COTW deems necessary.

12.14 Electronic Meetings

- (1) Subject to the *Act*
 - (a) a special meeting may be conducted by means of electronic or other communication facilities,
 - (b) a member of Council or a Council committee who is unable to attend a Council meeting or a Council committee meeting, as applicable, may participate in the meeting by means of electronic or other communication facilities, and the member participating shall be recorded as being in attendance at the meeting.

PART 10 - RULES OF DEBATE

13. Recognition of Speakers

- (1) A Councillor may speak in a meeting after the Councillor has raised his or her hand and the Mayor has recognized the Councillor. If two or more Councillors raise their hands at the same time, the Mayor may designate the order in which each is to speak. If the Mayor wishes to speak in a meeting, the Mayor need only address the meeting. If a Councillor has raised his or her hand at the same time the Mayor begins to speak, the Mayor may speak first.

13.1 Manner Of Address By Speakers

- (1) A Councillor must address the Mayor as "Mister Chairman" or "Madame Chairman" as the case may be, or "Your Worship" and must address another Councillor by that Councillor's surname preceded by "Councillor".

13.2 Conduct and Debate

- (1) A member may speak only to a matter being debated by the Council.
- (2) Speak only twice to a matter unless the member is providing clarification on the material or the speech or is asking questions of another member.
- (3) Speak for no more than five minutes at a time except with the permission of the presiding Member, may speak longer provided the presiding Member allows equal time to other members who may wish to speak.
- (4) A member may not speak to a matter already dealt with by Council.
- (5) A member shall not speak unless a motion has been moved and seconded and further once a question has been called.
- (6) A member may require a matter being debated or require the presiding member to state the provision of the bylaw or other rule of order be read to the member's information but may not interrupt another member who has the floor.
- (7) The presiding member must inform the Council upon which the point of order is decided.

13.3 Voting By Show Of Hands

- (1) Whenever a vote is called for, the question shall be decided by a show of hands. The presiding member shall call aloud the results of any vote and the names of those members voting contrary to the majority. These names may be entered in the minutes, when requested by the dissenting member.

PART 11 - ADOPTION OF BYLAWS

14. Proposing Bylaws

- (1) Unless the Council otherwise resolves, the Council may not consider a proposed bylaw unless:
 - (a) the Corporate Officer has given a copy of it to each Councillor and the Mayor, and
 - (b) it is on the agenda for the meeting.

14.1 Adoption Of Bylaws

- (1) The only motion required for the introduction of a Bylaw shall be "That the ". Bylaw" (giving the short title) be now Read for the First, Second, or Third Time", whichever the case may be, provided that upon request by any member of the Council the whole or any part of the draft bylaw shall be read before the motion is put.
- (2) The only motion necessary for the final passing shall be "That the ". Bylaw" (giving the short title) be adopted".

14.2 Reconsideration Of Bylaws

- (1) The Council may reconsider any part or all of a proposed bylaw before its adoption.

PART 12 – DECISIONS OF COUNCIL

15. Resolutions and Bylaws

- (1) Resolutions, the reading of bylaws and the adoption of bylaws must be dealt with on a motion put by a member and seconded by another member.

15.1 Reconsideration Of Decisions Of Council

- (1) No bylaw, resolution, proceeding or other decision of Council shall be reconsidered by motion of Council within six (6) months except where the motion to reconsider the matter has received the unanimous consent of the Council. The Mayor has the authority to require that Council reconsider and vote again on a matter that was the subject of a vote in accordance with Section 131 of the Community Charter.

PART 13 – COMMITTEES

16. Committee Meeting Procedures

- (1) Council meeting procedures stipulated by this bylaw apply to every standing committee established by the Mayor and select or other committee established by the Council.

16.1 Reporting to Council by Committees

- (1) A committee:
 - (a) may report to the Council at any COTW Meeting, or if time sensitive, any regular meeting of Council; and
 - (b) must report to the Council when directed by resolution of the Council.

16.2 Mayor is a Member of All Committees

- (1) The Mayor is an ex-officio member of all committees and is a voting member to the committees of which the Mayor is appointed.

PART 14 - GENERAL

17. Severance

- (1) If any section, subsection, clause or other provision of this bylaw is held to be invalid by a Court of competent jurisdiction, such invalidity does not affect the validity of the remaining portions of this bylaw.

17.1 Irregularity

- (2) The failure of Council to observe the provisions of this bylaw does not affect the validity of resolutions passed or bylaws enacted by Council.

PART 15 - REPEAL OF EXISTING BYLAW

18. Repeal Of Existing Bylaw

City of Grand Forks Council Procedure Bylaw No. 1889, 2009 is hereby repealed.

Read a **FIRST** time this 4th day of February, 2013.

Read a **SECOND** time this 4th day of February, 2013.

Read a **THIRD** time this 4th day of February, 2013.

ADOPTED this 18th day of February, 2013.

Mayor, Brian Taylor

Corporate Officer, Diane Heinrich

CERTIFICATE

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1946 as passed by the Municipal Council of the Corporation of the City of Grand Forks on the _____ day of February, 2013.

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

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 2011, 2015

A Bylaw to Amend Council Procedure Bylaw 1946, 2013

WHEREAS in accordance with the Community Charter, Council must, by bylaw, establish the general procedures to be followed by council and council committees in conducting their business

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

1. This bylaw may be cited, for all purposes, as “**Bylaw 2011, 2015, A Bylaw to amend Council Procedure Bylaw No.1946, 2013**”.
2. The Bylaw intends to amend Section 12.3 (1) to include the following:
 - A) Written reports from members of Council attending conferences, seminars or workshops that extend beyond one day out of the City, must be included on the Regular Meeting Agenda no later than the second Regular Meeting of Council following the conclusion of such conference, seminar or workshop. At the discretion of Council, failure to provide such written report may result in the offending member of council not being authorized to attend future conferences, seminars or workshops.
 - B) Verbal reports from members of Council attending conferences, seminars or workshops lasting one full day or less will be accepted.
3. This bylaw shall come into force and effect, on or after March 9, 2015.

INTRODUCED this 26th day of January, 2015.

Read a **FIRST** time this 23rd day of February, 2015.

Read a **SECOND** time this 23rd day of February, 2015.

Read a **THIRD** time this 23rd day of February, 2015

FINALLY ADOPTED this ____ day of _____, 2015.

Mayor Frank Konrad

Corporate Officer – Diane Heinrich

CERTIFIED CORRECT

I hereby certify the foregoing to be a true copy of Bylaw No. 2011, 2015 as adopted by the Municipal Council of the City of Grand Forks on the ____ day of _____

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

Sarah/Christine,

It is nice to finally be able to put a face to an email. I am submitting this additional information to help the city counsellors understand the reason behind the name CannaFest and our stance on marijuana sales.

Because marijuana is currently still a controlled substance in Canada we will not be selling or providing marijuana at the music festival if our application is approved.

The whole reason I started CannaFest was to bring awareness to the marijuana industry and the medical benefits of the extracts, I have seen people go from their death bed to back home and eventually back to work within a few months of using Phoenix Tears Oil, an extract from the cannabis plant. We all know someone who has died of cancer or suffered through chemotherapy while fighting this terrible disease. CannaFest is a means of letting people know there is an alternative and in some cases a cure for cancer through ingesting marijuana extracts. So if I have to change the name CannaFest to something else it kind of defeats my purpose of putting on this event.

I can live with no marijuana sales, but to change the name would be extremely difficult as we are trying to brand "CannaFest" into a household name. As you can see from our social media there is support to keep the name, the name itself will not be detrimental to the city or public in any way.

Thanks

Chuck Varabioff

BC Pain Society

**BC Pain Society
2908 Commercial Drive
Vancouver BC
V5N 4C9
778.789.7897 (cell)**

City of Grand Forks Counsel Members

Thank you for considering this additional information before voting on approving my application to hold CannaFest Kootenays Aug 8. The main concern seems to be our emergency plan especially considering what happened in Penticton last year. The main difference is that Penticton had over 8000 attendees, they allowed liquor on the grounds and Penticton is known as a summer party town, same as Ft. Lauderdale and Daytona Beach.

- We are capping the ticket sales at 3000, will not tolerate liquor and will be promoting a cause that is not known for violence, fighting or rioting.
- Our 1 security guard for 100 attendees is industry standard and more than enough to deal with any problems should an incident arise.
- On top of our own professional security team we will be contacting the local fire department and search and rescue to attend and be on standby should the need arise to utilize them.
- We will also have security around the perimeter to stop people from jumping the fence or passing liquor over.
- The
- We will have the local ambulance service in attendance should medical attention be needed.
- We will be contacting the local RCMP with all event information as soon as we have venue and city council approval.
- Everybody attending the event will be quickly checked and coolers and bags inspected for alcohol when they enter the grounds.
- Ticket sales will be done through Ticketmaster and all attendees will have a wrist band for re-entry.
- All attendees purchasing medical marijuana will need to be 19 years old and ID will be STRICTLY CHECKED by our staff.

One of the other counsel members was concerned that this was going to turn out to be nothing more than a party and the fact is, it will be a party as well as education of the responsible use of marijuana. It will be a party same as Canada Day is, same as Remembrance Day is. Both of those special occasions are held in the city every year with minimal problems.

We are committed to putting on a world class show with no negative impact to the city or people of Grand Forks and look forward to having an ongoing annual event for years to come.

We recently started an on-line petition to ask for support for our cause and without hardly trying we have over 150 supporters, please read some of the comments they are ALL positive and in support of our event.

Also CBC fifth Estate has just aired our story and if you would like a little more information on our business to help make your decision please go to CBC website then fifth Estate and click on the "Pot Fiction" link.

Thank you for your consideration and I look forward to a positive vote and support from the Grand Forks city council.

Chuck (Charles) Varabioff

From: [REDACTED] chuck varabioff <chuck.varabioff@gmail.com> 2015-02-0... 
Subject: Re: Fwd(2): Cannafest Kootenays
To: [REDACTED] Sarah Winton
Cc: [REDACTED] fkonrad@grandforks.ca [REDACTED] jbutler@grandforks.ca
[REDACTED] chammett@grandforks.ca [REDACTED] nkrog@grandforks.ca
[REDACTED] cross@grandforks.ca [REDACTED] cthompson@grandforks.ca
[REDACTED] mwirischagin@grandforks.ca

Attachments: [REDACTED] letter to GF city.docx / Uploaded File (16K)

City of Grand Forks Mayor and counsel members,

Please see the attached document with some additional information for you to consider before a final vote on this matter this Tuesday, unfortunately I will not be able to attend the meeting to answer any questions or concerns that may remain. If you have anything I need to address before Tuesday please reply to this email and I will gladly do what I can to satisfy your concerns.

BC Pain Society and myself, Chuck Varabioff can guarantee a trouble free event that will be fun for all ages and will be talked about in a positive way for years to come. I am so confident in everything I am doing that I am personally paying for the entire event out of my own pocket, I do not want to do anything that will jeopardize my investment.

Have a good weekend and I look forward to the vote results on Tuesday evening :-)

On Tue, Feb 3, 2015 at 8:45 AM, Sarah Winton <swinton@grandforks.ca> wrote:

Hi Chuck, I think the best thing to do at this point would be to put your request in writing and it can be taken back to Council. Council didn't go into any detail about what they would like to see changed or different, but if you feel that it is worth another shot you might be successful. Let me know if you want to touch base. Sarah

Sarah Winton

Acting Corporate Officer/Communications

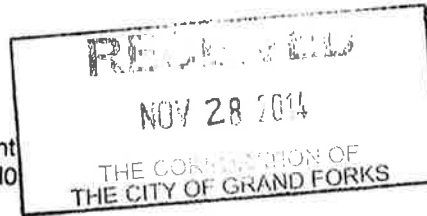
City of Grand Forks

250-442-8266



Royal Canadian Mounted Police
Gendarmerie royale du Canada

NCO i/c Boundary Regional Detachment
PO Box 170 Grand Forks, B.C. V0H 1H0



Security Classification/Designation

Your File

His Worship, the Mayor and Council
City of Grand Forks, B.C.

Our File

2014-11-20

Dear Brian and Councillors

Request for donation of Laptop computer to Citizens on Patrol

I am requesting that Council give consideration to donating an older Mac Laptop computer that Councillor Wyers currently has, to the Citizens on Patrol. Cher in her role as City liaison and Secretary for the COP program has used this computer to prepare meeting minutes, patrol schedules, Agendas and training information.

My understanding is that this computer is in excess of 10 years old, however it will provide excellent service to our program for years to come, as our computing needs are very basic.

If this is at all possible, I would appreciate your positive consideration.

Yours Sincerely

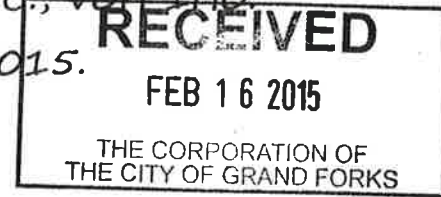

Jim Harrison, S/Sgt.
NCO i/c Boundary Regional Detachment.

FILE CODE

WE3
or B10 - Citizens on Patrol
Request of Laptop
Donation

Page 1 of 1

7304 Riverside Drive,
Grand Forks, B.C., V0H 1H0
February 13, 2015.



Mayor and Council of Grand Forks:

Dear Council:

Because of where we live, I was asked to write to comment on what Jock and I think about the location of the BETHS building; whether it is a good place for it to continue to be; as well as any negative effects it may have had on us, living so close to it.

First of all, there have been no negative effects at all. In fact, because there has been more activity with the police driving past more often, we feel it is a positive having it there; as this is keeping a better eye on the recycle centre which attracts much undesirable activity.

We believe that a longer lease which would permit the Society to go further with their expansion plans would be a good idea for Council to consider. We need to think of the poor too.

As to location, we believe that this is a very good position for the 'Soup Kitchen'. It is close to the downtown area, but not in the public eye.

I feel sure that there are people in need of the service, who would have too much pride to want to be seen entering it in the former location. The walking path from the dental clinic to the park at the confluence makes it possible to enter discretely, and at the same time, the facility itself, with the high fenced back yard, does not interfere with access to the park.

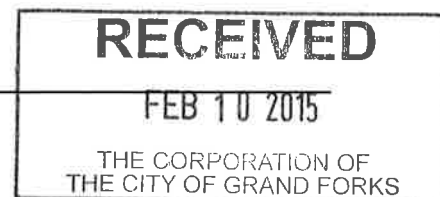
Yours sincerely,

FILE CODE

C10 - MacKay, B & J -
re BETHS Bldg -
(Comments...)

WEB

From: Selina Robinson <Selina.Robinson.MLA@leg.bc.ca> 2/5/2015 ...
Selina Robinson <Selina.Robinson.MLA@leg.bc.ca>
Subject: Local government update
To: Info City of Grand Forks



Happy New Year!

I hope that you have had a good start to the year and that 2015 is a year of good decision-making and leadership for you and your colleagues.

I am getting ready to head back to the Legislature for the spring session. MLAs will be back in Victoria as of February 11. As the Official Opposition Spokesperson for Local Government, I thought I would take this time to reflect a bit on some of the local government issues that were raised in the Legislature this past fall and to let you know some of what I will be doing in the upcoming spring session of the Legislature.

Fall 2014 Review

In my response to the Throne Speech this past fall, I expressed some concern about the potential downloading of emergency services onto urban local governments. You can hear what I had to say [here](#).

If you are interested in seeing my entire response to the Throne Speech you can watch that [here](#).

On November 27 I had the opportunity to make a Private Member Statement on the Value of Local Government. You can see my comments [here](#).

This past session, my colleague, Mike Farnworth, MLA for Port Coquitlam presented a Private Members Bill calling on the Legislature to ban corporate and union contributions in local elections. You can watch [here](#).

This is similar to the Private Members Bill that had been brought forward to ban corporate and union contributions in provincial elections as well. Unfortunately, none of these Private Members Bills have been brought forward for debate in the Legislature.

The Legislature also convened a Special Committee on Local Elections Campaign Expense Limits. As Deputy Chair of this eight person bi-partisan committee, I along with five BC Liberal MLAs and two NDP MLAs heard from a number of presenters on the principles that we ought to be considering as we move forward with recommendations for expense limits. You can read the final report on Phase 1 [here](#).

As a note of interest, we heard from a significant number of people asking us to also consider campaign contribution limits given the power and the perceived conflict that this can have in

FILE CODE
WE3
+ 64 - Robinson, Selina - official
Opposition Spokesperson for
Local Gov.
Page 99 of 110

local elections. My colleague, Jenny Kwan, MLA for Vancouver-Mount Pleasant put forward a motion asking this special committee to support a request to the Legislature asking to expand our mandate to include campaign contributions - we lost that vote 5 (BC Liberals)-3 (NDP).

This committee will be moving onto Phase 2 of our work to develop recommendations based on the principles noted in Phase 1, this spring. The Special Committee on Local Elections Campaign Expense Limits final report and recommendations are to be tabled before the end of June 2015. Unfortunately, we will not be addressing who can make contributions in local elections, nor we will be exploring contribution limits.

Upcoming in Spring 2015

As we move into the spring session, I will be following up on the resolutions from the Fall UBCM. I, along with my Opposition colleagues, will be tracking government responses to the UBCM 2014 resolutions and following up with various Ministers during our budget estimates process to see if/how government is making decisions or addressing resolutions that were passed at the 2014 UBCM.

The Auditor General for Local Government will be releasing a number of reports this year. I will be reading these reports and checking in with local governments about their report, the process and the value of having the audit.

I look forward to meeting with many of you at the area association meetings in April and May. I hope to make it to all five of them and look forward to hearing about the issues and concerns facing local governments across the province.

In the meantime if you think I, or any of my caucus colleagues, ought to be paying particular attention to something in your community please don't hesitate to drop me a line.

All the best,

Selina Robinson MLA
Coquitlam-Maillardville

Opposition Spokesperson for Local Government and Sport



If you would no longer like to receive emails from me regarding local government, please [click here](#)

To Mayor Konrad and City Council

Grand Forks BC

January 26th 2015

RECEIVED

JAN 28 2015

THE CORPORATION OF
THE CITY OF GRAND FORKS

☒ I felt pressured into having a water meter installed, and did not want it.

☒ I want the water meter removed.

☐ The water meter can stay, as long as its wireless emissions are turned off.

Regards,

Name Marcella Kastukoff Signature Marcella Kastukoff

Address 7178 Donaldson Dr Phone # 442-8289

WE3

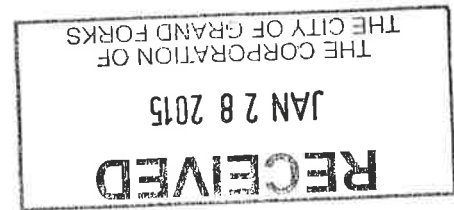
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Kastukoff, James
C/O - re Water Meter
(Waterloo)

To Mayor Konrad and City Council

Grand Forks BC

January 26 2015



☒ I felt pressured into having a water meter installed, and did not want it.

☒ I want the water meter removed.

☐ The water meter can stay, as long as its wireless emissions are turned off.

Regards,

Name JAMES KASTRUKOFF Signature [Signature]

Address 7178 DONALDSON AVE Phone # 442-8289

WE3

FILE CODE
Kastrukoff James
C/O - re Water Meter
(Waterloo)

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Chief Financial Officer
Date: February 11, 2015
Subject: Bylaw 2009 – Electrical Utility Regulatory Amendment Bylaw
Recommendation: **RESOLVED THAT COUNCIL** give final reading to Bylaw 2009 – Electrical Utility Regulatory Amendment Bylaw

BACKGROUND:

At the Regular meeting on January 12, 2015 Alex Love, the City's Electrical Utility Consultant presented a memorandum regarding electrical utility rates for 2015.

Mr. Love presented two rate options for Council to consider.

Option #2 would see an effective annual increase of 2.5%, or 3.125% increase for consumption billed beginning March 1, 2015. Mr. Love has recommended Option #2 as it will enable the electrical utility to meet its revenue requirements.

At the Committee of the Whole on January 26, 2015, the Committee recommended that Option #2, be brought to first three readings.

At the Regular meeting on February 10, 2015 Council gave first three readings to Option #2 rate increase.

Bylaw 2009 is now presented for final reading.

Benefits or Impacts of the Recommendation:

Financial: Option #2 rate increase will enable the electrical utility to meet its revenue requirements.

Policy/Legislation: All electrical rate adjustments are within the scope of Council's legislative authority.

Attachments: DRAFT Bylaw 2009 – Electrical Utility Regulatory Amendment Bylaw

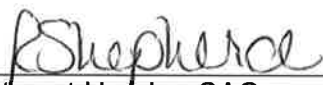

Recommendation: **RESOLVED THAT COUNCIL** give final reading to Bylaw 2009 – Electrical Utility Regulatory Amendment Bylaw

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

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 2009

A Bylaw to Amend the Electrical Utility Regulatory Bylaw No. 1975

WHEREAS in accordance with the Community Charter, Council may, by bylaw, regulate and control the electrical service of the City of Grand Forks and amend rates, terms and conditions under which electricity service will be provided and supplied to all users and for the collection of rates for the service provided;

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

1. This bylaw may be cited, for all purposes, as the **“Electrical Utility Regulatory Amendment Bylaw No. 2009, 2015”**.
2. That Schedule “C” of Bylaw No. 1975, be deleted and replaced with a new Schedule “C”, which is identified as “Appendix 1”, and attached to this bylaw.
3. This bylaw shall come into force and effect, with all consumption billed for periods ended on or after March 1, 2015.

INTRODUCED this 26th day of January, 2015.

Read a **FIRST** time this 10th day of February, 2015.

Read a **SECOND** time this 10th day of February, 2015.

Read a **THIRD** time this 10th day of February, 2015.

FINALLY ADOPTED this 23rd day of February, 2015.

Mayor Frank Konrad

Corporate Officer – Sarah Winton

CERTIFIED CORRECT

I hereby certify the foregoing to be a true copy of Bylaw No. 2009 as adopted by the Municipal Council of the City of Grand Forks on the 23rd day of February, 2015.

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

SCHEDULE C
CITY OF GRAND FORKS
ELECTRICAL UTILITY RATES AND CONNECTION CHARGES

1. Residential Service

Available for residential usage in general including lighting, water heating, spaces heating and cooking.

- | | | |
|-----|--|---------------------|
| (a) | Basic minimum service charge: | \$16.97/month, plus |
| (b) | Electrical rate based on the actual consumption: | \$0.10667 per KWH |

2. Commercial/Industrial/Institutional Service

Available to all ordinary business, commercial, industrial, and institutional customers, including schools and hospitals, where electricity is consumed for lighting, cooking, space heating and single and three-phase motors. Customers requiring primary or secondary service beyond the normal single phase, 200 amp connection may be required to provide the necessary equipment and transformers, which may be situated on their property, at their own cost.

- | | | |
|-----|---|---------------------|
| (a) | Basic minimum service charge: | \$18.37/month, plus |
| (b) | Electrical rate per consumption for the first
200,000 KWH or less in a two-month billing period: | \$0.11415 per KWH |
| (c) | Electrical rate per consumption for all usage above
200,000 KWH in a two-month billing period: | \$0.08471 per KWH |

3. Seasonal Loads (minimum period of service is three months)

Available for irrigation and drainage pumping and other repetitive seasonal loads taking service specifically agreed to by the City. The Customer will be required to provide all necessary service drop improvements including any step-down transformers at their direct cost unless otherwise specifically agreed to in writing by the City.

- | | | |
|-----|--|---------------------|
| (a) | Basic minimum service charge: | \$17.57/month, plus |
| (b) | Electrical rate based on the actual consumption: | \$0.11415 per KWH |

4. Service Charges

4.1 Existing Service Connection and Reconnection Charges:

A fee of **\$50.00** (plus applicable taxes) shall apply to all applications involving the following:

- (a) the owner of real property wishes to establish a new electrical utility account in their name;

- (b) the owner of real property wishes to have the electrical meter read;
- (c) the owner of real property wishes to have the existing electrical service turned off and/or turned on;
- (d) the owner of real property wishes a reconnection of a meter after disconnection for violation of the Terms and Conditions contained in this bylaw; and
- (e) where an officer, employee or agent of the City returns to the Owner's real property to complete work that he or she was unable to complete on a previous attendance by reason of the Owner's failure to comply with Section 1.1(e) of "Schedule B."

This fee is designed to defray the costs involved with service calls, meter readings, account set-up and adjustments and billing preparation in addition to the normal cycle. The Customer will therefore be charged for all activity to amend existing accounts including when the Customer is required to pay the charges applicable for a New Electrical Service or Upgraded Service. If an existing service has been disconnected or salvaged due to inactivity (9 months or more) it will be treated as a new installation.

4.2 New Service Installations or Upgrading of Existing Service:

- (a) Basic Single Phase Overhead Connection
 - i) 200 amp service \$ 700.00
 - ii) 400 amp service \$1,700.00

The City will provide up to 30 meters of appropriate sized wire, do the connection on the customers service entrance, do the connection to the Cities distribution and install and supply the appropriate meter. All other required material and labour will be completed by the Customer.

- (b) Basic Single Phase Underground Connection (includes dip service)
 - i) 200 amp service \$ 1,230.00
 - ii) 400 amp service \$ 2,230.00

The City will provide up to 30 meters of appropriate sized wire, do the connection to the Cities distribution and install and supply the appropriate meter. All other required material and labour will be completed by the Customer.

- (c) All other services greater than 400 amp At Cost
- (d) Three Phase - Overhead/Underground At Cost

New development, whether residential or commercial, single phase or three phase services, requiring transformers and related equipment, shall be at the sole cost of the developer. All new service installations or upgrading of existing

service costs are payable in advance of the installation and are subject to applicable taxes.

4.3 Temporary Construction Service

- (a) Temporary service - 100 amp or less \$250.00.

The City will make the connection to the City's distribution and install the appropriate meter. The Customer will supply and install all other required equipment

4.4 Meter Checking

All meters shall remain the property of the City and are subject to testing at regular intervals by the Electricity Meters Inspection Branch of the Canada Department of Consumer and Corporate Affairs, or a certified meter inspection facility, responsible for affixing government seals on meters. No seal shall be broken and if found so the account holder will be charged for any costs incurred by the City to rectify the issue.

If a customer doubts the accuracy of the meter serving his/her premises, he/she may request that it be tested. Such requests must be accompanied by a payment of the applicable charge as follows:

- (a) Meter removal charge and "in-house" inspection \$ 50.00.
- (b) Canada Department of Consumer and Corporate Affairs or a certified meter inspection facility, should it become necessary, shall be paid as determined by that Agency along with a \$50.00 administration charge.

If the meter fails to comply with the Electricity Meters Inspection Branch requirements and only if the meter is deemed to be overcharging, the City will refund the appropriate amount.

4.5 Estimation of Readings

The City may estimate energy consumption and maximum power demand from the best evidence available where a meter has not been installed or is found to be not registering or when the meter reader is unable to read the meter on his/her regular meter reading trip.

Applicable to Residential Customers

An optional service will be offered to those customers who prefer not to have a radio read meter at their service entrance. A digital non-radio read meter will be installed as an alternate to the standard digital radio read meter.

The customer will be required to pay a onetime 'Setup Charge". For each billing cycle thereafter the customer will be required to pay a 'Manual Read Charge" along with the regular residential service rates applicable under this bylaw.

This service may be discontinued if it is not compatible with the Technology, Practices, Procedures or Capacity of the Electrical Utility. In the event of program cancellation a refund of the setup fee will be made to any customer who subscribed to the service less than two years prior.

Rate: Setup Charge: \$162.95

Manual Read Charge: \$14.98