

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

**Monday January 12 – 7:00 p.m.
7217 4th Street, City Hall**

	<u>ITEM</u>	<u>SUBJECT MATTER</u>	<u>RECOMMENDATION</u>
1.	<u>CALL TO ORDER</u>		
	a) Call the meeting to order		
2.	<u>ADOPTION OF AGENDA</u>		
	a) Adopt Agenda	January 12th, 2015	THAT Council Adopts the January 12th, 2015, Regular Meeting Agenda as presented.
3.	<u>MINUTES</u>		
	a) Adopt Committee of the Whole Meeting minutes Minutes - COTW Mtg. - December 15th.pdf	December 15th, 2014	THAT Council adopt the December 15th, 2014, Committee of the Whole Meeting minutes as presented.
	b) Adopt the Regular Meeting minutes Minutes - Regular Mtg. - December 15th.pdf	December 15th, 2014	THAT Council adopt the December 15th, 2014, Regular Meeting minutes.
	c) Adopt the Special Meeting to Go In-Camera Minutes - Special Mtg. to go In-Camera - December 15th.pdf	December 15th, 2014	THAT Council adopt the December 15th, 2014, Special Meeting to go In-Camera minutes as presented.
	d) Adopt the Special Meeting minutes Minutes - Special Mtg. - January 6th.pdf	January 6th, 2015	THAT Council adopt the January 6th, 2015, Special Meeting minutes as presented.
4.	<u>REGISTERED PETITIONS AND DELEGATIONS</u>		
5.	<u>UNFINISHED BUSINESS</u>		
6.	<u>REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL (VERBAL)</u>		
		Verbal Reports of Council	THAT all reports of members

- a) Corporate Officer's Report
[RFD - Procedure Bylaw CAO - Reports, Questions & Inquiries from Council.pdf](#)

of Council, given verbally at this meeting, be received.

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

- a) Corporate Officer's Report
[RFD - Procedure Bylaw Council - RDKB Rep..pdf](#)

Verbal Report from Council's representative to the Regional District of Kootenay Boundary.

8. **RECOMMENDATIONS FROM STAFF FOR DECISIONS**

- a) Chief Financial Officer
[RFD - CFO - Resolution Rotary Spray Park Purchasing Policy Exclusion.pdf](#)

Rotary Spray Park Joint Project - Exclusion from Purchasing Policy 802

THAT Council waive the quote requirements of Purchasing Policy 802 for the Rotary Spray Park Joint Project between the City of Grand Forks Rotary Club for the purchase of spray park equipment.

9. **REQUESTS ARISING FROM CORRESPONDENCE**

10. **INFORMATION ITEMS**

- a) Arlene Parkinson - Association of Kootenay and Boundary Local Governments
[Summ. of Info. - 2nd Call for Resolutions for Debate at Annual General Mtg..pdf](#)

Notice of Annual General Meeting and Second Call for Resolutions 2015.

THAT Council determine if there are issues of concern to the City, which cannot be resolved at the local level, that could be submitted to the AKBLG Conference in the form of a resolution.

- b) Electrical Utility Consultant, Alex Love
[Summ of Info - Electrical Utility Rates.pdf](#)

Electrical Utility Rates 2015

Receive for Information as the Electrical Utility Rates for 2015 will be introduced at the COTW on January 26th, 2015.

- c) Councillor Christine Thompson - Amendment to the Procedure Bylaw
[Summ. of Info. - Amendment to City of GF Procedure Bylaw.pdf](#)

Request from Councillor Thompson that an amendment to the Procedure Bylaw be made.

THAT Council directs staff to proceed in bringing forward a staff report with regard to the proposed amendments to Procedure Bylaw No.1946, 2013, to the January 26th, 2015, Committee of the Whole Meeting of Council.

d)	Councillor Colleen Ross - CETA Summ. of Info. - City Opting out of Canada CETA.pdf	Resolution from Council to opt out of the Canada/EU Comprehensive Economic Trade Agreement (CETA)	THAT Council adopt the resolution with regard to opting out of CETA; AND FURTHER direct staff to submit a letter to the Minister advising of the Council's decision to opt out of CETA.
e)	Chief Financial Officer Summ. of Info. - Council Benefits Memo.pdf	Council Benefits	THAT Council determines to join the UBCM Benefits program and include covering the cost of Medical Services Plan.
f)	Jack Koochin Summ. of Info. - Koochin, Jack re Bylaw Review Idling, Noise, & Air Quality.pdf By1836 Anti-Idling Bylaw.pdf Bylaw No. 1963 - Noise Control.pdf	Idling Bylaw; noise and air quality	Receive for information
g)	Mayor Frank Konrad Summ. of Info. - Response to District of Hudson's Hope as per Council Resolution December 15th, 2014.pdf	Response to Hudson's Hope, Site C Dam, as per Council resolution December 15th, 2014.	Receive for Information
h)	Vancouver Island and Coast Conservation Society Summ. of Info. - Vancouver Island & Coast Conservation Society re Followup & News to Proclamation.pdf	Proclamation - A Day for Our Common Future	Receive for Information, the City does not issue proclamations
i)	Gene Koch Summ of Info - Gene Koch - Universal Water Meter Project.pdf	Universal Water Metering Project	Receive for Information
j)	Gene Koch Summ of Info - Gene Koch - Termination of Doug Allin.pdf	Termination of Doug Allin	Receive for Information
k)	Gene Koch Summ of Info - Gene Koch - Emerald Dev.pdf	Emeral Developments	Receive for Information

11. **BYLAWS**

a)	Chief Financial Officer RFD - CFO - Bylaw 2007 Revenue Anticipation 2015 - three readings.pdf	Bylaw 2007 - The City of Grand Forks 2015 Revenue Anticipation Borrowing Bylaw	THAT Council give first three readings to Bylaw No. 2007 - "The City of Grand Forks Revenue Anticipation Borrowing Bylaw - 2015".
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|----|---|---|--|
| b) | Manager of Development and Engineering
RFD - Mgr. of Dev. & Eng. - By1424-R Subdivision Repeal Bylaw.pdf | Subdivision and Development Repeal Bylaw No. 1424-R, 2014. | THAT Council receive the Subdivision and Development Repeal Bylaw No. 1424-R, 2014 and give the bylaw final reading. |
| c) | Manager of Development and Engineering
RFD - Mgr. of Dev. & Eng. - By1970 Subdivision Bylaw.pdf | Subdivision, Development and Servicing Bylaw No. 1970 | THAT Council give final reading to Subdivision, Development and Servicing Bylaw 1970, 2014. |
| d) | Manager of Operations
RFD - Mgr. of Operations - By1543-R Electrical Repeal Bylaw.pdf | Electrical Utility Regulatory Repeal Bylaw No. 1543-R, 2014 | THAT Council give the Electrical Utility Regulatory Repeal Bylaw No. 1543-R, 2014 third reading. |
| e) | Manager of Operations
RFD - Mgr. of Operations - By1975 Electrical Bylaw.pdf | Electrical Utility Regulatory Bylaw No. 1975, 2014 | THAT Council give the Electrical Utility Regulatory Bylaw No. 1975, 2014 third reading. |

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
MONDAY DECEMBER 15TH, 2014

NOT ADOPTED
SUBJECT TO CHANGE

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

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. Shepherd
S. Winton

S. Bird

W. Kopan
R. Huston

CALL TO ORDER

Call the meeting to order

The Mayor called the meeting to order at 9:00am

COMMITTEE OF THE WHOLE AGENDA

Adopt agenda
December 15th, 2014

MOTION: BUTLER

RESOLVED THAT Council adopt the December 15th, 2014, agenda as presented

CARRIED.

REGISTERED PETITIONS AND DELEGATIONS

PRESENTATIONS FROM STAFF

Acting Chief Administrative Officer
Corporate Strategic Plan

The Acting Chief Administrative Officer spoke with regard to the process of arranging the strategic planning session for Council.

NOT ADOPTED
SUBJECT TO CHANGE

MOTION: THOMPSON

RESOLVED THAT the Committee of the Whole recommends to Council that staff be directed to obtain a facilitator to hold a workshop session that will define Council's strategic plan for the 2015-2018 term in accordance with the City's purchasing policy and to refer this report to the Regular Meeting of Council on December 15th, 2014 for Council's decision.

CARRIED.

Ms. Donna Semenoff spoke with regard to:
Public participation in the Strategic Planning Session

Council discussed the different options for public input into the Strategic Plan

Mr. Jack Koochin spoke with regard to:
Council's representation of the public

Chief Financial Officer
Bylaw 2007 - The City of Grand Forks 2015 Revenue Anticipation Borrowing Bylaw

The Chief Financial Officer spoke with regard to The City of Grand Forks 2015 Revenue Anticipation Borrowing Bylaw and advised Council that it does come before Council for approval every year as required.

MOTION: KROG

RESOLVED THAT the Committee of the Whole recommends to Council to give first three readings to Bylaw 2007 - 2015 Revenue Anticipation Borrowing Bylaw at the January 12th, 2015, Regular Meeting of Council.

CARRIED.

Monthly highlight reports from Department Managers
Staff request for Council to receive the monthly activity report from department managers

The Manager of Development and Engineering provided an update with regards to the move back to City Hall, which will commence at the beginning of January.

Councillor Butler inquired about the new Sign Bylaw and was advised that it is a brand new bylaw that is in the initial stages of development.

MOTION: THOMPSON

RESOLVED THAT the Committee of the Whole receives the monthly activity reports
CARRIED.

NOT ADOPTED
SUBJECT TO CHANGE

REPORTS AND DISCUSSION

PROPOSED BYLAWS FOR DISCUSSION

INFORMATION ITEMS

CORRESPONDENCE ITEMS

LATE ITEMS

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

QUESTION PERIOD FROM THE PUBLIC

Ms. Donna Semenoff

She spoke with regard to the Electrical Bylaw, RF emissions and Safety Code Six

Councillor Butler spoke with regard to the opt out program and the option of an equal payments program.

Councillor Thompson spoke with regard to requiring scientific proof of the health issues associated with RF in Grand Forks, and would like to see data specific to Grand Forks.

The Mayor advised that in order for Council to consider each case it needs to be documented appropriately.

Councillor Ross advised that several options can be included in the electrical bylaw before it receives third reading.

Mr. Jack Koochin

He spoke with regard to the electrical Bylaw and giving it further consideration.

Mr. Les Johnson

He spoke with regard to the RF and the Electrical Bylaw.

Councillor Thompson spoke with regard to the City's use of consultants to provide expert advice and recommendations to Council and Staff.

NOT ADOPTED
SUBJECT TO CHANGE

ADJOURNMENT

MOTION: THOMPSON

RESOLVED THAT COUNCIL ADJOURN THE MEETING AT 9:48AM

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

ACTING CORPORATE OFFICER -
SARAH WINTON

THE CORPORATION OF THE CITY OF GRAND FORKS

**NOT ADOPTED
SUBJECT TO CHANGE**

REGULAR MEETING OF COUNCIL
MONDAY, DECEMBER 15TH, 2014

PRESENT:

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

ACTING CHIEF ADMINISTRATIVE OFFICER
ACTING CORPORATE OFFICER
CHIEF FINANCIAL OFFICER
MANAGER OF DEVELOPMENT & ENGINEERING
MANAGER OF OPERATIONS

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

GALLERY

CALL TO ORDER

Call the December 15th, 2014, Regular Meeting to order

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

ADOPTION OF AGENDA

- a) Adopt the Agenda
December 15th, 2014

MOTION: THOMPSON / BUTLER

RESOLVED THAT Council adopt the December 15th, 2014, Regular Meeting Agenda as presented.

CARRIED.

MINUTES

- a) Adopt the Special Meeting to go In-Camera Minutes
November 21st, 2014

MOTION: BUTLER / ROSS

NOT ADOPTED
SUBJECT TO CHANGE

RESOLVED THAT Council adopt the November 21st, 2014, Special Meeting to go In-Camera Minutes as presented.

CARRIED.

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- b) Adopt the Special Meeting to go In-Camera Minutes
December 8th, 2014

MOTION: BUTLER / HAMMETT

RESOLVED THAT Council adopt the December 8th, 2014, Special Meeting to go In-Camera Minutes as presented.

CARRIED.

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- c) Adopt the Inaugural Meeting Minutes
December 1st, 2014

MOTION: KROG / HAMMETT

RESOLVED THAT Council adopt the December 1st, 2014, Inaugural Meeting Minutes as presented.

CARRIED.

REGISTERED PETITIONS AND DELEGATIONS

UNFINISHED BUSINESS

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

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

Councillor Butler's report is attached

Councillor Ross provided an overview of CETA to Council. She advised that the City can opt out of CETA by writing a letter to the federal government informing them that the City would like to opt out. Councillor Ross advised that she will provide staff with the information necessary.

She further advised that it is time sensitive.

MOTION: THOMPSON / ROSS

RESOLVED THAT all reports of members of Council, given verbally at this meeting, be received.

**NOT ADOPTED
CARRIED
SUGGESTED CHANGE**

MOTION: BUTLER / HAMMETT

RESOLVED THAT Council refer documents and information with regard to CETA to staff with a direction to prepare a report for Council.

CARRIED.

b) Councillor Thompson's report is attached

c) Councillor Krog
He reported:
. That he attended the RDKB Inaugural Meeting, where Grace McGregor was elected Chair of the Board. He advised that he was appointed as Vice Chair of Kootenay Boundary Hospital District, where there is one more meeting to go and then the committee will be dissolved.

d) Councillor Hammett
She reported:
. That she attended the new council workshop in Christina Lake with three other communities and other members of Council.
. She participated in the Santa Claus parade and Christmas party.

e) Colleen Ross
She reported:
. That she attended the Grand Forks and Regional Agricultural Society Meeting and advised that she stepped down from her Vice Chair role. She further advised that the GFBRAS indicated the society would like to have a council liaison.

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

a) Corporate Officer's Report
RDKB Representatives Verbal Report

Councillor Krog's report was included above.

RECOMMENDATIONS FROM STAFF FOR DECISIONS

NOT ADOPTED
SUBJECT TO CHANGE

- a) Acting Chief Administrator
Corporate Strategic Plan 2015-2018

The Acting CAO provided options for Strategic Planning facilitators.

Council discussion regarding public consultation for the purposes of the strategic planning session.

MOTION: BUTLER / THOMPSON

RESOLVED THAT Council directs staff to choose a facilitator to hold a workshop session that will define Council's strategic plan for 2015-2018 term in accordance with the City's Purchasing Policy.

CARRIED.

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- b) MOTION: BUTLER / ROSS

RESOLVED THAT Council determine to have Mr. Bill Powell speak with regard to his business, Acti-Zyme, and further, provide information on how the system works.

CARRIED UNANIMOUSLY.

Mr. Bill Powell - waste water treatment

Mr. Powell spoke with regard to:

- His business - Acti-Zyme, microbial granulation technology
- This technology speeds up the decomposition of waste water
- It is a cost effective approach to cleaning up waste water and the disposal of sludge
- How the product works
- More information can be found on his website www.actizyme.ca

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- c) Manager of Development and Engineering
City Hall rebuild approval for use of contingency fund

The Manager of Development and Engineering advised Council that some upgrades to the 2nd floor lighting were done at the same time as the renovation. \$30,000 of the lighting was included in the 2014 Budget, however insurance would not cover the new lighting. The upgrades were essential as the lighting was 30 years old.

MOTION: THOMPSON / HAMMETT

RESOLVED THAT Council approve the use of \$15,000 of the contingency amount for the City Hall rebuild which is included in the 2014 financial plan amendment and is to

be funded from surplus.

NOT ADOPTED
SUBJECT TO CHANGE
CARRIED.

-
- d) Manager of Development and Engineering Services
Preparation of applications for the Small Communities Fund (SCF) and Strategic Priorities Fund (SPF) grants.

The Manager of Development and Engineering advised Council of the projects that she is recommending be put forward for use if the applications are successful. She further advised that she is looking for support to move forward with the applications but would not move forward with the specific projects until Council provided direction to do so.

MOTION: ROSS / THOMPSON

RESOLVED THAT Council directs staff to proceed with the preparation of grant applications for the Small Communities Fund (SCF) and Strategic Priorities Fund (SPF) grants.

CARRIED.

REQUESTS ARISING FROM CORRESPONDENCE

INFORMATION ITEMS

- a) AKBLG - Arlene Parkinson, Secretary/Treasurer
Notice of Annual General Meeting and first call for resolutions for debate 2015

MOTION: THOMPSON / ROSS

RESOLVED THAT Council receive for information.

CARRIED.

-
- b) Boundary Museum
2015 Boundary Museum Service Agreement

MOTION: BUTLER / ROSS

RESOLVED THAT Council receive the 2015 Boundary Museum Service Agreement for information - documentation referred to Finance for inclusion in budget discussions.

CARRIED.

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- c) BC Transit - Manuel Achadinha - President and CEO
BC Transit opportunity for discussion and presentation regarding potential services in the community.

MOTION: BUTLER / KROG

RESOLVED THAT Council determines to accept the offer from BC Transit to make a presentation.

CARRIED.

- d) Staff Sgt. Jim Harrison - Citizens on Patrol
Request for the donation of an older MAC laptop to Citizens on Patrol.

MOTION: THOMPSON / KROG

RESOLVED THAT Council determines to provide an old mac laptop to Citizens on Patrol for their use.

CARRIED.

- e) Paula Wolkosky and George Longden - Co-coordinators, Community Christmas Dinner
Donation to the Community Christmas Dinner

CAO advised that traditionally Council has donated \$500 towards the dinner.

MOTION: THOMPSON / ROSS

RESOLVED THAT Council to receive for information and contribute \$500 from the community services fund for the dinner.

CARRIED.

- f) Rob Botterell - Legal Counsel to the District of Hudson's Hope
District of Hudson's Hope Letter regarding proposed Site C Dam Project to BC Utilities Commission
Council discussed the letter

MOTION: BUTLER / ROSS

COUNCILLOR'S KROG AND HAMMETT OPPOSED THE MOTION.

RESOLVED THAT Council receive the request for information and direct staff to write a letter to the Mayor of Hudson's Hope in support of a one year moratorium on the proposed site C Dam Project to BC Utilities.

CARRIED.

- g) Chris Moslin, President - Grand Forks Trails Society
Letter of congratulations

MOTION: BUTLER / THOMPSON

RESOLVED THAT Council receive for information.

CARRIED.

BYLAWS

- a) Manager of Development and Engineering Services
Road Closure Bylaw No. 2003, being the Riverside Drive Road Closure Bylaw

MOTION: THOMPSON / KROG

RESOLVED THAT Council give final reading to Bylaw No. 2003, being the Riverside Drive Road Closure Bylaw.

CARRIED.

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- b) Manager of Operations
Electrical Utility Repeal Bylaw No. 1543-R, 2014

Alex Love - Electrical Engineer for the City reviewed changes to the Electrical Utility Bylaw with Council. He advised that section 11.1 of the new bylaw, addresses the conversion from KVA to KWAC and that section 11.3 is an added provision for commercial and non-residential use. Section 11.3 is open so as to include all forms of independent power.

Mr. Love spoke with regard to the "opt out" program or equal payment plan that could be implemented.

The A / CAO advised that as the Bylaw is at 2nd reading it can be amended and the third reading given at a later date.

MOTION: BUTLER / ROSS
COUNCILLOR KROG OPPOSED THE MOTION.

RESOLVED THAT Council refer the Electrical Utility Repeal Bylaw No. 1543-R, 2014 to the January 12th, 2015 Regular meeting for third reading.

CARRIED.

-
- c) Manager of Operations
Electrical Utility Regulatory Bylaw No. 1975, 2014

NOT ADOPTED
SUBJECT TO CHANGE

Council discussed giving the Bylaw third reading or allowing more time to familiarize themselves with the bylaw before proceeding with third reading.

MOTION: THOMPSON / BUTLER

RESOLVED THAT Council defer the Electrical Utility Regulatory Bylaw No. 1975, 2014 to the January 12th, 2015, Regular meeting for third reading.

CARRIED.

- d) Manager of Development and Engineering
Subdivision and Development Repeal Bylaw No. 1424-R, 2014

MOTION: THOMPSON / KROG
COUNCILLOR BUTLER OPPOSED THE MOTION.

RESOLVED THAT Council receive Subdivision and Development Repeal Bylaw No. 1424-R, 2014, and give the bylaw third reading.

CARRIED.

- e) Manager of Development and Engineering
Subdivision, Development and Servicing Bylaw No. 1970

MOTION: THOMPSON / KROG
COUNCILLOR BUTLER OPPOSED THE MOTION.

RESOLVED THAT Council give third reading to Subdivision, Development and Servicing Bylaw No. 1970, 2014.

CARRIED.

LATE ITEMS

QUESTIONS FROM THE PUBLIC AND THE MEDIA

- a) Mr. Gene Koch
He spoke with regard to facilitating the hearing impaired at the new building.
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ADJOURNMENT

MOTION: BUTLER

RESOLVED THAT Council adjourn the meeting at 9:06pm

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

ACTING CORPORATE OFFICER - SARAH
WINTON

Dec 15 Report

Julia Butler

NOT ADOPTED
SUBJECT TO CHAIR

Recently, I attended the AGM of the Boundary Youth Soccer Assoc. They received enough volunteers to fill their board but are still needing people to step forward to help out with coaching and field set up in the 2015 spring season.

On Dec 4 & 5 I attended a workshop at Christina Lake put on by Paragon Strategic Services Ltd. The workshop focussed on Council's roles and procedures but more importantly it was a chance for team building within our new council. It afforded those of us in attendance a chance to get to know each other, as well as the councils from Nelson, Rossland and Castlegar, who also attended.

On Dec 8 council met with staff to learn our new computer system and orientation manual. I've spent a lot of time in the past week reading contracts and minutes from previous in-camera meetings to familiarize myself with pertinent issues.

Today, council decided to post the position for a permanent CAO with submissions being closed as of Jan 31st.

I'd also like to discuss with council and staff the possibility of opting out of CETA. This was brought up briefly at our training session at the Lake and I am wondering if it is possible, if it would help us to support local businesses more often?

M E M O R A N D U M

NOT ADOPTED
SUBJECT TO CHANGE

TO: Mayor and Council

FROM: Councillor Christine Thompson

DATE: December 15, 2014

SUBJECT: Report to Council

On December 4th and 5th I along with other members of Council attended an orientation workshop for new Councils facilitated by Tracey Lorensen. Ms. Lorensen practiced municipal law at one time, but now is a consultant to municipalities across British Columbia. Also in attendance at this workshop were Council members and Administrator from the City of Nelson; Council members and Administrator from Rossland, and a newly elected Councillor and Administrator from Castlegar. This orientation workshop was very informative and will be useful to me in going forward as a Councillor.

I enjoyed riding on the City's float in the Santa Claus Parade the evening of December 5th and tossing out candies to the children who were there to watch. The Christmas Lights displayed at Gyro Park are absolutely beautiful, and I have heard many, many comments echoing that. I attended the employee Christmas Dinner on December 12th, and must compliment those who organized this most enjoyable evening. The food was good and so was the company.

I have reviewed The City of Grand Forks Procedure Bylaw No. 1946 and offer the following comments. Clause 12.3 (1)(f) provides that reports, questions and inquiries from members of Council are verbal. It was always my practice when I served on Council previously to write my reports and then e-mail them to the Deputy Corporate Officer. I believe that this assisted her in that she did not have to interpret what I reported. When members of Council attend educational seminars and/or conferences (UBCM, AKBLG, FCM) there are often concurrent workshops that different members of Council attend and subsequently report on. When these reports are given verbally, it is open to interpretation when recorded in the minutes and may not accurately reflect the Councillor's intention. Further there is no back-up documentation for future use should an individual want to refer to should they want clarification on a specific item in a Councillor's report. Therefore, I wish to give notice that at the January 12, 2015 Regular Meeting I will be bringing forward a proposed amendment to the Procedure Bylaw that will require written reports of a Councillor's attendance at a publically funded conference or educational workshop be provided no later than the second Regular Meeting of Council following such conference or workshop.

Respectfully submitted,

Christine Thompson,
Councillor

THE CORPORATION OF THE CITY OF GRAND FORKS

SPECIAL MEETING TO GO IN-CAMERA
MONDAY, DECEMBER 15TH, 2014

NOT ADOPTED
SUBJECT TO CHANGE

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

ACTING CHIEF ADMINISTRATIVE OFFICER
ACTING CORPORATE OFFICER
CHIEF FINANCIAL OFFICER

D. Heinrich
S. Winton
R. Shepherd

GALLERY

CALL TO ORDER

LATE ITEMS

- a) Request by the A / Chief Administrative Officer to change the In-Camera meeting time to immediately follow the COTW.

MOTION: THOMPSON / BUTLER

RESOLVED THAT Council determine to move the In-Camera meeting from 11:00am to immediately following the COTW.

CARRIED.

IN-CAMERA RESOLUTION

Resolution required to go into an In-Camera meeting

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

MOTION: THOMPSON / BUTLER

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 WHO COUNCIL MAY DEEM NECESSARY TO CONDUCT CITY BUSINESS, WILL BE EXCLUDED FROM THE IN-CAMERA MEETING.

CARRIED.

ADJOURNMENT

MOTION: THOMPSON

RESOLVED THAT THE December 15th, 2014 Special Meeting to go In-Camera be adjourned at 10:10am.

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

ACTING CORPORATE OFFICER -
SARAH WINTON

THE CORPORATION OF THE CITY OF GRAND FORKS

SPECIAL MEETING OF COUNCIL
TUESDAY JANUARY 6TH, 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) Call the meeting to order
The Mayor called the meeting to order at 11:04 am.

ADOPTION OF MEETING AGENDA

- a) The Mayor added a Late Item to the agenda; discussion regarding the furniture and arrangement of Council Chambers.

Adopt agenda
January 6th, 2015

MOTION: THOMPSON / KROG

RESOLVED THAT Council adopt the January 6th, 2015, agenda as amended.

CARRIED.

REGISTERED PETITIONS AND DELEGATIONS

BUSINESS FOR DISCUSSION:

- a) Urban Deer Management Workshop - Richmond BC
January 12th and 13th, 2015.

Council discussed the Deer management workshop, the past work of Council regarding deer, and the City's work with the province with regard to deer.

MOTION: WIRISCHAGIN / BUTLER

ORIGINAL MOTION:

RESOLVED THAT Council determines to send Councillor Hammett to the Deer workshop on January 12th and 13th, 2015, in Richmond BC.

MOTION: WIRISCHAGIN / HAMMETT

AMENDMENT TO THE MOTION:

RESOLVED THAT Council determines to send a staff person to the Deer Workshop on January 12th and 13th.

CARRIED.

MOTION: WIRISCHAGIN / BUTLER

AMENDED MOTION:

RESOLVED THAT Council determines to send Councillor Hammett and one staff person to the Deer workshop on January 12th and 13th, 2015, in Richmond BC.

CARRIED.

UNFINISHED BUSINESS

RECOMMENDATIONS FROM STAFF FOR DECISIONS

REQUESTS ARISING FROM CORRESPONDENCE

BYLAWS

LATE ITEMS

- a) Council discussion of Council Chambers layout and furniture.
There was discussion regarding layout and furniture in Council Chambers.

Council directed staff to determine cost of having electrical outlets installed in
of council chambers.

NOT ADOPTED
SUBJECT TO CHANGE

MOTION: THOMPSON / HAMMETT

RESOLVED THAT Council determine to use the original furniture and layout of council chambers.

CARRIED.

b) Council discussion of medical benefits and costs associated with coverage.

The A/CAO advised that the CFO will provide a memo with the requested information at the January 12th, 2015, Regular meeting.

MOTION: WIRISCHAGIN / HAMMETT

RESOLVED THAT Council directs staff to bring forward costs associated with medical benefits including Medical Services Plan coverage for Council at the January 12th, Regular meeting.

CARRIED.

ADJOURNMENT

a) Adjourn the meeting

MOTION: BUTLER

RESOLVED THAT Council adjourn the Tuesday January 6th, 2015 Special Meeting at 11:30am.

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

ACTING CORPORATE OFFICER- SARAH WINTON

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Procedure Bylaw / Chief Administrative Officer
Date: January 12th, 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

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Procedure Bylaw / Council
Date: January 12th, 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 of CAO	 Chief Administrative Officer
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REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Chief Financial Officer

Date: December 29, 2014

Subject: Rotary Spray Park Joint Project – Exclusion from Purchasing Policy 802

Recommendation: **RESOLVED THAT COUNCIL** waive the quote requirements of Purchasing Policy 802 for the Rotary Spray Park Joint Project between The City of Grand Forks and the Grand Forks Rotary Club for the purchase of spray park equipment.

BACKGROUND:

At the February 2014 Committee of the Whole meeting of Council, the Grand Forks Rotary Club presented a proposal for a Joint Project with the City of Grand Forks to construct a children's spray park in City Park. Three different spray park options were presented to Council. At the regular meeting that evening, Council resolved to *"support option #3 as per COTW February 11th meeting, with regard to the Grand Forks Rotary presentation of a spray water park, with the provision of supplying grant support letters and by funding from slag fund reserves, and that the spray park be located at City Park"*.

Bylaw 2005, the 2014-2018 Financial Plan amendment, includes \$300,000 capital project to be funded \$100,000 from donations and grants, \$200,000 from the Slag Reserve.

Since the initial agreement with the City, the Rotary Club has worked tirelessly to make the spray park a reality. They have hosted various fundraising events, including the lobster dinner, and have acquired donations towards the initial design of the park. The City has met several times with the club to review progress to date and provide guidance and support where needed. However, the Rotary Club has done the vast majority of work to date.

As the City is a GST registrant, we are able to claim the GST paid on the purchases of equipment. The Rotary Club is not a GST registrant and therefore not able to claim the GST if they purchase the equipment. Therefore, the City would like to purchase the equipment for the spray park.

The City of Grand Forks Purchasing Policy #802 requires that all purchases over \$5,000 have three quotes. We are requesting that because of the unique circumstances of this joint project, the purchasing policy requirements for quotes be waived for this project only.

Benefits or Impacts of the Recommendation:

General: The Rotary Spray Park will provide a significant benefit to the citizens of Grand Forks.

REQUEST FOR DECISION

— REGULAR MEETING —



- Strategic Impact:** A joint agreement between the City and the Rotary Club has ensured low overall costs due to the hundreds of volunteer hours committed to the project.
- Financial:** The City is able to claim the 5% GST credit on the purchase of equipment.
- Policy/Legislation:** A one-time exclusion from the quote requirements will ensure that the City does not violate Purchasing Policy #802 when purchasing spray park equipment.

Recommendation: **RESOLVED THAT COUNCIL** waive the quote requirements of Purchasing Policy 802 for the Rotary Spray Park Joint Project between The City of Grand Forks and the Grand Forks Rotary Club for the purchase of spray park equipment.

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.**

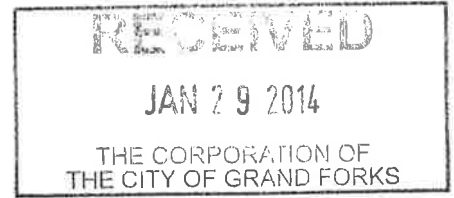
 Department Head or CAO	 Chief Administrative Officer
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Good Morning

Please circulate to all elected officials and applicable staff.

"Merry Christmas and Happy Holidays to all of you.....thank you for your continuing support"

**Arlene Parkinson
Secretary Treasurer
Association of Kootenay and Boundary Local Governments**



FILE CODE
A5 - 2nd Call For Resolutions
WEB - for Debate at Annual
General Mtg.



790 Shakespeare Street, Trail BC V1R 2B4
Cell 250-231-0404 | Email akblg@shaw.ca

TO: All AKBLG Members

FROM: Arlene Parkinson, Secretary/Treasurer

DATE: December 21, 2014

**RE: NOTICE OF ANNUAL GENERAL MEETING
and SECOND CALL FOR RESOLUTIONS 2015**

The 2015 Annual General Meeting (AGM) of the Association of Kootenay & Boundary Local Governments will be held **April 22, 23 and 24, 2015 and will be hosted by the Village of Nakusp.**

Pursuant to Section 10 of your Constitution, this is the **SECOND FORMAL CALL FOR RESOLUTIONS** for the Annual General Meeting. If there is an issue of concern to your Local Government, which cannot be resolved at the local level, please submit it to the Association in the form of a Resolution.

We will be circulating the resolution package for perusal by delegates prior to the convention. Please make note of the deadline date. ***All resolutions must be received at this office no later than Monday, February 23, 2015.*** Resolutions received after this date will be held over until the next Annual General Meeting.

The Executive will receive Special Resolutions no later than 10:00 a.m., Thursday, April 23, 2015, at the AGM provided that there are 100 copies of each resolution. A Special Resolution requires a two thirds vote in support of consideration prior to being introduced onto the floor of the AGM.

Background material and a brief statement of any previous action taken by the member should support each draft Resolution. Each Resolution may be submitted electronically to akblg@shaw.ca and should be on the letterhead of the Local Government submitting it with a short heading to designate the subject of the Resolution. **The Resolution may not contain more than two "Whereas" clauses.**

Please do not hesitate to contact me at the above email address if you have any questions or concerns.



790 Shakespeare Street, Trail BC V1R 2B4
Cell 250-231-0404 | Email akblg@shaw.ca

I have included below the updated Constitution excerpts that were passed at the 2010 AKBLG Annual General Meeting.

Thank you

Arlene Parkinson
Secretary Treasurer

10.4 Ordinary Resolutions

- (1) Each resolution shall be prepared on a separate sheet of 8 1/2" by 11" paper under the name of the sponsoring Member and shall bear a short descriptive title;**
- (2) Each resolution shall be endorsed by the sponsoring Member.**
- (3) All resolutions of the Association shall be deemed to be of a local (regional) nature unless specifically indicated by the sponsor that the resolution is to be handled at the Provincial Government level.**

10.5 Late and Special Resolutions (April 2010)

(i) Resolutions that are not received in accordance with the deadline outlined in 10.7 below shall be categorized as follows;

- (a) Late Resolution**
- (b) Special Resolution**

(ii) A Late Resolution shall be held over until the next Annual Meeting

(iii) A Special Resolution shall be determined by the Resolutions Committee, as being any resolution pertaining to a new issue that has arisen between the deadline outlined in 10.7 below and the Annual General Meeting.

(iv) A Special Resolution requires a two thirds vote in support of consideration prior to being introduced onto the floor of the Annual General Meeting, and may only be introduced after all Ordinary Resolutions have been considered or if two thirds of the Delegates present determine to hear the resolution immediately.

10.6 The Executive will cause the resolutions to be printed and circulated to Members by way of the delegate packages.

10.7 All resolutions, along with supportive, background information, shall be sent to the Secretary-Treasurer sixty (60) days prior to the date of the Annual General Meeting.



MEMORANDUM

DATE: January 06, 2015
TO: Diane Heinrich, Acting CAO
COPY: Roxanne Shepherd, Deputy Finance Officer
FROM: Alex Love, Electric Utility Consultant
SUBJECT: Electric Utility Rates 2015

Diane,

As you are aware the FortisBC (FBC) general rate increase of 3.5% for 2015 is effective Jan 01, 2015 and is an interim rate increase. Furthermore the FortisBC general rate increase of Jan 01, 2014 at 3.3% is also still interim. Because these are interim rate there is a chance the final approved increases will be higher or lower and FortisBC will have to make a cost recovery adjustment however it remains that this is the best wholesale rate change information we have. If it happens that there is a further adjustment of FortisBC rates in 2015 we will have to assess the situation at that time.

Rate Adjustment:

In the past Grand Forks has attempted to keep residential rates at or below FBC rates and the policy #1205 of 2011 sought to benchmark residential rates at 98% of the FortisBC residential rate. It is no longer possible to directly compare Grand Forks and FBC rates because;

1. In 2012 FBC implemented stepped residential rates while Grand Forks maintained a flat rate. The rate structures are not directly comparable and at best could be compared on a scenario by scenario basis – but there are a near infinite number of possible scenarios. I suggest it is time to remove a policy constraint that is no longer practical to implement.
2. Grand Forks commercial rates are based on energy only, whereas several of the FBC commercial rates include demand charges. While the commercial energy rates from Grand Forks electric are higher than FBC, it needs to be kept in mind that the Grand Forks commercial customers enjoy the benefit of not having the additional demand charge they would experience had they been a FBC customer.

Revenue and Expense Forecast:

Please see attached Revenue and Power Purchase forecast for 2015.

MEMORANDUM

The electrical budget has not yet been finalized; however, since power purchase is about 75% of the utility operating costs we can estimate the financial performance over 2015. Power purchase costs are forecast at \$3,268,591 and with the revenue from rates forecast at about \$4,504,179 this leaves revenue of \$1,235,588 (before other expenses) which is slightly better than the 2014 budget.

Rate Options

Two rate change options are for a 3.5% rate increase to mirror FortisBC, or a 2.5% rate increase as it will meet the revenue requirements for the utility. Since we are contemplating a rate change as of Mar 01 the above rates need to be adjusted to compensate for the Jan and Feb consumption that would not see the new rates.

Rate Option	Effective Annual Rate Change	Mar 01 Rate Change	Approx. increase per bi-monthly residential bill	
3.5% Annual	3.500 %	4.375 %	\$7.00	
2.5% Annual	2.500 %	3.125 %	\$5.00	

Manual Meter Reading

Council expressed interest in having a manual meter read option for customer to choose on an opt-in basis. This will require the utility to stock some manual read meters and thus if included in the rate bylaw there will be a lag time of a few months before it can be implemented on a practical basis.

Since Nelson Hydro is similar to Grand Forks Electric the Nelson Hydro Manual Meter Reading option can be used with the exception that the manual meter read charge would be set to 2/3 of the Nelson rate due to the fact that Grand Forks is a completely urban utility. Thus recommended wording and rates (2014 rates which would be adjusted as per the approved rate change for 2015) is;

Applicable to Residential Customers

An optional service offered to those customers who prefer not to have a radio read meter at their service entrance. A digital non-radio red 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.

MEMORANDUM

This service may be discontinued if it is not compatible with the Technology, Practices, Procedures or Capacity of the Electric 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: \$158.01 per meter
Manual Read Charge: \$14.53 per billing cycle

Recommendation

Based on the foregoing I recommend that Grand Forks;

1. Implement a manual meter option for residential customers as outlined above.
2. Rescind Policy 1205 as it is no longer practical to implement.
3. Implement a general rate increase of;
3.125% to all electrical energy and basic charge rates. To take effect for consumption beginning March 01, 2015.

Best regards,



Alex Love
Electric Utility Consultant

Att: 2015-01-05 - 2015 Power Purchase and Revenue Forecast



MEMORANDUM

DATE: January 05, 2015
TO: Note to File
FROM: Alex Love
SUBJECT: Electric Utility 2015 Power Purchase and Revenue Forecast

2015 Revenue Forecast:

Assumptions:

- 2014 Revenue Actual = \$4,303,096
- 2014 Power Purchase Energy Actual = 39,890 MWh
- 2015 Power Purchase Energy Forecast = 40,736 MWh,
- FortisBC Interim General Rate change for Jan 01, 2014 at 3.3% becomes permanent
- FortisBC General Rate increase for Jan 01, 2015 forecast at 3.5%
- Scenario 1 3.5% Rate Increase (mirrors FortisBC),
- Scenario 2 2.5% Rate Increase which meets the revenue requirements for the Electric Utility

Calculations:

$$\text{Load Change} = \frac{2015}{2014} = \frac{40,736 \text{ MWh}}{39,890 \text{ MWh}} = 100.212\%$$

$$2015 \text{ Revenue (A)} = \$4,303,096 \times 1.00212 \times 1.035 = \$4,548,123$$

$$2015 \text{ Revenue (B)} = \$4,303,096 \times 1.00212 \times 1.025 = \$4,504,179$$



MEMORANDUM

2015 Power Purchase Forecast:

Assumptions:

- Load Growth forecast at 0.50 %
- 2014 energy use at 100% of average expectation,
- Demand has been lower than expected since 2009 – forecast will be for more typical demands as this is set by the single coldest day of the year.
- FortisBC General rate change of 3.5% effective Jan 01, 2015

From Power Purchase Forecast spreadsheet:

Basic Charges	\$ 85,587
Energy Charges	\$ 1,992,537
Wires (Capacity)	\$ 709,869
Pwr Sup (Capacity)	\$ 370,067
Interim Rate Increase (3.5%)	\$110,532
Total 2015 Power Purchase	\$ 3,268,591

Att: Load Forecast – Power Purchase
 Load Forecast – Energy
 Load Forecast – Demand

Grand Forks Electric
Power Purchase Forecast

1/5/2015

Year 2015

		Data						
Month	Act/ Fcst	FBC Basic (\$)	FBC Energy (\$)	FBC Dmd (\$)	FBC Wires (\$)	FBC Pwr Sup (\$)	FBC Int. Rate (\$)	FBC Invoice
1F		\$7,132	\$215,213	\$66,417	\$35,672	\$11,355		\$335,789
2F		\$7,132	\$186,615	\$68,244	\$36,653	\$10,453		\$309,094
3F		\$7,132	\$174,341	\$54,694	\$29,375	\$9,294		\$274,637
4F		\$7,132	\$145,394	\$54,595	\$27,130	\$8,199		\$242,450
5F		\$7,132	\$139,005	\$54,595	\$26,540	\$7,925		\$235,232
6F		\$7,132	\$133,717	\$54,595	\$25,870	\$7,748		\$229,059
7F		\$7,132	\$159,450	\$61,424	\$32,990	\$9,135		\$270,131
8F		\$7,132	\$155,163	\$58,360	\$31,355	\$8,821		\$260,851
9F		\$7,132	\$137,924	\$54,595	\$28,560	\$7,987		\$235,199
10F		\$7,132	\$154,170	\$54,595	\$27,313	\$8,562		\$255,792
11F		\$7,132	\$180,250	\$60,775	\$32,841	\$9,828		\$300,676
12F		\$7,132	\$209,295	\$66,961	\$35,964	\$11,177		\$330,530
Grand Total		\$85,587	\$1,992,537	\$709,669	\$370,067	\$110,532		\$3,268,591

Year 2014 Q0

		Data						
Month	Act/ Fcst	FBC Basic (\$)	FBC Energy (\$)	FBC Dmd (\$)	FBC Wires (\$)	FBC Pwr Sup (\$)	FBC Interim (\$)	FBC Invoice
1F		\$7,132	\$220,116	\$66,417	\$35,672	\$0		\$328,237
2F		\$7,132	\$187,042	\$64,720	\$34,760	\$0		\$294,255
3F		\$7,132	\$176,483	\$54,799	\$29,410	\$0		\$267,785
4F		\$7,132	\$149,918	\$54,160	\$27,130	\$0		\$238,240
5F		\$7,132	\$140,448	\$54,160	\$26,545	\$0		\$228,286
6F		\$7,132	\$134,697	\$54,160	\$25,870	\$0		\$221,465
7F		\$7,132	\$154,509	\$61,424	\$32,990	\$0		\$256,655
8F		\$7,132	\$157,199	\$55,969	\$30,090	\$0		\$250,340
9F		\$7,132	\$141,535	\$54,160	\$28,569	\$0		\$231,294
10F		\$7,132	\$160,070	\$53,134	\$27,923	\$0		\$248,259
11F		\$7,132	\$183,511	\$59,305	\$31,852	\$0		\$281,805
12F		\$7,132	\$215,283	\$66,961	\$35,964	\$0		\$325,340
Grand Total		\$85,587	\$2,021,412	\$699,328	\$366,744	\$0		\$3,173,071

Year 2014 Q1

		Data						
Month	Act/ Fcst	FBC Basic (\$)	FBC Energy (\$)	FBC Dmd (\$)	FBC Wires (\$)	FBC Pwr Sup (\$)	FBC Interim (\$)	FBC Invoice
1A		\$6,904	\$197,620	\$60,691	\$32,596	\$9,828		\$307,638
2A		\$6,904	\$184,127	\$65,735	\$35,305	\$9,638		\$301,710
3A		\$6,904	\$166,917	\$52,588	\$28,211	\$8,402		\$263,023
4F		\$7,132	\$149,918	\$54,160	\$27,130	\$0		\$238,240
5F		\$7,132	\$140,448	\$54,160	\$26,545	\$0		\$228,286
6F		\$7,132	\$134,697	\$54,160	\$25,870	\$0		\$221,465
7F		\$7,132	\$154,509	\$61,424	\$32,990	\$0		\$256,655
8F		\$7,132	\$157,199	\$55,969	\$30,090	\$0		\$250,340
9F		\$7,132	\$141,535	\$54,160	\$28,569	\$0		\$231,294
10F		\$7,132	\$160,070	\$53,134	\$27,923	\$0		\$248,259
11F		\$7,132	\$183,511	\$59,305	\$31,852	\$0		\$281,805
12F		\$7,132	\$215,283	\$66,961	\$35,964	\$0		\$325,340
Grand Total		\$84,903	\$1,985,834	\$692,446	\$363,015	\$27,869		\$3,154,067

Year 2014 Q2

		Data						
Month	Act/ Fcst	FBC Basic (\$)	FBC Energy (\$)	FBC Dmd (\$)	FBC Wires (\$)	FBC Pwr Sup (\$)	FBC Interim (\$)	FBC Invoice
1A		\$6,904	\$197,620	\$60,691	\$32,596	\$9,828		\$307,638
2A		\$6,904	\$184,127	\$65,735	\$35,305	\$9,638		\$301,710
3A		\$6,904	\$167,308	\$52,683	\$28,295	\$8,421		\$263,612
4A		\$6,904	\$137,128	\$52,588	\$23,006	\$7,277		\$227,802
5A		\$6,904	\$130,300	\$52,588	\$22,470	\$7,005		\$219,267
6A		\$6,904	\$128,800	\$52,588	\$22,927	\$6,937		\$217,184
7A		\$6,904	\$155,217	\$56,984	\$30,605	\$8,240		\$257,952
8A		\$6,904	\$147,179	\$56,234	\$30,202	\$7,937		\$248,456
9F		\$7,132	\$141,535	\$54,160	\$28,569	\$0		\$231,296
10F		\$7,132	\$160,070	\$53,134	\$27,923	\$0		\$248,259
11F		\$7,132	\$183,511	\$59,305	\$31,852	\$0		\$281,805
12F		\$7,132	\$215,283	\$66,961	\$35,964	\$0		\$325,340
Grand Total		\$63,764	\$1,946,075	\$683,651	\$351,616	\$65,784		\$3,130,380

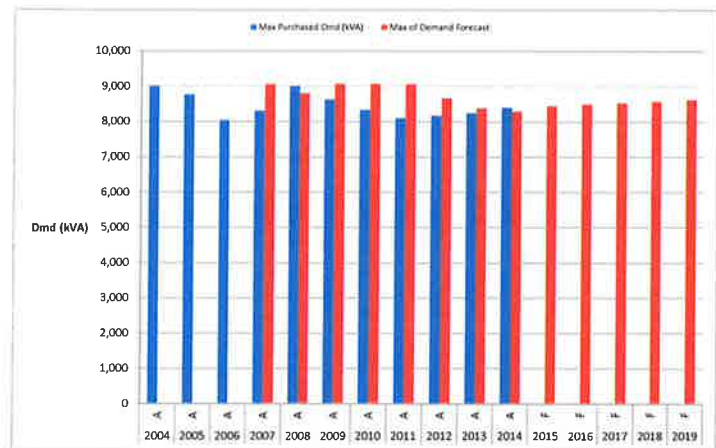
Year 2014 Q3

		Data						
Month	Act/ Fcst	FBC Basic (\$)	FBC Energy (\$)	FBC Dmd (\$)	FBC Wires (\$)	FBC Pwr Sup (\$)	FBC Interim (\$)	FBC Invoice
1A		\$6,904	\$197,620	\$60,691	\$32,596	\$9,828		\$307,639
2A		\$6,904	\$184,127	\$65,735	\$35,305	\$9,638		\$301,710
3A		\$6,904	\$167,308	\$52,683	\$28,295	\$8,421		\$263,613
4A		\$6,904	\$137,128	\$52,588	\$23,006	\$7,277		\$227,802
5A		\$6,904	\$130,300	\$52,588	\$22,470	\$7,005		\$219,267
6A		\$6,904	\$128,800	\$52,588	\$23,927	\$6,937		\$217,186
7A		\$6,904	\$155,217	\$56,984	\$30,605	\$8,240		\$257,957
8A		\$6,904	\$147,179	\$56,234	\$30,202	\$7,937		\$248,456
9A		\$6,904	\$127,853	\$52,588	\$21,881	\$6,904		\$216,110
10F		\$7,132	\$160,070	\$53,134	\$27,923	\$0		\$248,259
11F		\$7,132	\$183,511	\$59,305	\$31,852	\$0		\$281,805
12F		\$7,132	\$215,283	\$66,961	\$35,964	\$0		\$325,340
Grand Total		\$63,539	\$1,932,393	\$682,079	\$344,958	\$72,168		\$3,116,104

Grand Forks Electric
Power Purchase Forecast

1/6/2015

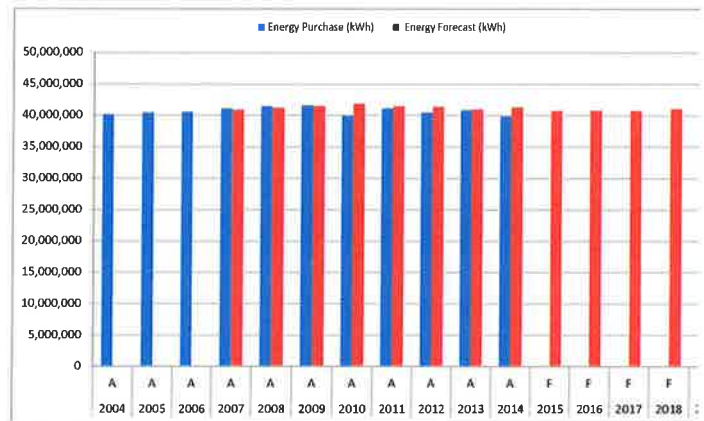
Year	Act/ Fcst	Data	
		Max Purchased Dmd (kVA)	Max of Demand Forecast
2004	A	9,014	
2005	A	8,760	
2006	A	8,044	
2007	A	8,312	9,059
2008	A	9,019	8,804
2009	A	8,625	9,064
2010	A	8,339	9,064
2011	A	8,108	9,064
2012	A	8,181	8,668
2013	A	8,248	8,381
2014	A	8,406	8,289
2015	F		8,448
2016	F		8,490
2017	F		8,533
2018	F		8,575
2019	F		8,618
Grand Total		9,019	9,064



**Grand Forks Electric
Power Purchase Forecast**

1/5/2015

Year	Act/ Fcst	Data	
		Energy Purchase (kWh)	Energy Forecast (kWh)
2004	A	40,199,200	
2005	A	40,516,000	
2006	A	40,616,000	
2007	A	41,116,800	40,898,725
2008	A	41,489,600	41,208,033
2009	A	41,624,000	41,536,217
2010	A	39,996,800	41,875,997
2011	A	41,192,000	41,498,464
2012	A	40,523,200	41,398,148
2013	A	40,886,720	41,027,087
2014	A	39,890,469	41,327,054
2015	F		40,736,714
2016	F		40,808,419
2017	F		40,782,123
2018	F		41,081,570
2019	F		41,197,384



MEMORANDUM

TO: Mayor and Council

FROM: Councillor Christine Thompson

DATE: January 12, 2015

SUBJECT: Report to Council

On December 17th, I attended an information session at Community Futures with members from their organization along with representatives from the Boundary Regional Chamber of Commerce and Selkirk College. Each made a presentation regarding the services and supports they are able to provide to our community. All are eager to work with the City to ensure the services and supports they provide meet the needs of the City, and they are more than willing to meet with Council to discuss any issues may arise.

At the December 15th Regular Meeting of Council I gave Notice of Motion that I would be bringing forward a resolution to amend the City of Grand Forks Procedure Bylaw No. 1946. Accordingly, I move the following motion:

RESOLVED THAT the City of Grand Forks Procedure Bylaw No. 1946 be amended to include the following:

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.

BE IT FURTHER RESOLVED that the Order of Business at Regular Meetings, Section 12.3(1) be amended to reflect these changes.

City of Grand Forks British Columbia Opting Out of Canada/EU Comprehensive Economic Trade Agreement (CETA)

WHEREAS The Canada/EU CETA is an ominous trade agreement between Canada and the European Union which includes rules that will limit the power of provincial and municipal governments to use their purchasing decisions to create local jobs, protect the environment and support local economies. And,

WHEREAS, purchasing power has long been a key policy tool for municipalities, and is becoming even more important in the face of the extraordinary economic, social, environmental and ecological pressures currently confronting Canadian communities. Procurement choices can play a crucial role not only in promoting local economic development, local food production and green technologies, but also in reducing greenhouse gas emissions and the community's ecological footprint through regional sourcing of goods and services. And,

WHEREAS coverage of transit and energy procurement appears to violate the fourth of seven principles for free and fair trade from the Federation of Canadian Municipalities, which states that: "There may be industries of strategic significance to a particular region, such as transit, or projects where considerations of quality, public benefit, environmental protection or business ethics means that a local government may wish to implement minimum Canadian-content levels;" and,

WHEREAS The City of Grand Forks already has an open and fair procurement policy, and it is not the international norm for municipal governments, or even most WTO member countries, to be covered by procurement agreements such as the one proposed in the CETA; and

WHEREAS other aspects of CETA related to municipally-delivered services and investment rules that could result in corporate lawsuits against municipal policy have not been disclosed in the federal government's technical briefing on the CETA.

THEREFORE BE IT RESOLVED that Council requests:

☒ The Province of British Columbia issue a clear, permanent, written exemption for The City of Grand Forks from the Canada-EU CETA, and that it otherwise protect and guarantee the powers of municipalities, hospitals, school boards, utilities, universities and other sub-federal agencies to use public procurement as one of many tools to create local jobs, protect the environment, and support local development; and that

☒ The Province of British Columbia disclose to municipalities and the public its procurement, services and investment offers to the EU, explain the impacts CETA would have on municipal governance, and give M.U.S.H sector bodies the freedom to decide whether or not they will be bound by CETA provisions; and that

☒ This resolution be sent to the provincial and federal government ministers responsible for CETA negotiations, the Federation of Canadian Municipalities, the British Columbia Hospital Association, the BC University Association and the BC School Board Association, federations of labour, labour councils and unions representing workers in municipalities, provinces and territories and any other relevant bodies for consideration and circulation.

***Submitted on Jan 5, 2015
Councillor C Ross***

THE CORPORATION OF THE CITY OF GRAND FORKS

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



April 4, 2012

Honourable Edward Fast
Minister of International Trade
125 Sussex Drive
Ottawa, Ontario
K1A 0G2

Dear Minister Fast:

Re: Canada European Union Trade Agreement (CETA)

At their Regular Meeting on April 2, 2012, Council for the Corporation of the City of Grand Forks discussed the proposed Canada European Union Trade Agreement (CETA). I wish to advise that our Council has concerns regarding the Agreement and the impact that it will have on a small rural municipality such as ours. Our economy struggles and should we lose the ability to procure goods and services locally, it will further impact the residents and businesses that call Grand Forks home.

We are calling on the Federal Government to negotiate a permanent exemption for local governments from the Canada European Union Trade Agreement. Your consideration of Council's request in regards to the Canada European Union Trade Agreement is most sincerely appreciated.

Respectfully

A handwritten signature in black ink, appearing to read "Brian Taylor".

Brian Taylor
MAYOR

CC: The Honourable Christy Clark, Premier of British Columbia
Union of BC Municipalities
Federation of Canadian Municipalities
Alex Atamanenko, Member of Parliament – BC Southern Interior.

MOTION: WYERS / SMITH

RESOLVED THAT COUNCIL RECEIVES THE CHIEF ADMINISTRATIVE OFFICER'S REPORT, DATED MARCH 20TH, 2012, AND TO FURTHER DIRECT STAFF TO NOTIFY THE KAMLOOPS LAND TITLES OFFICE TO REMOVE THE NOTICE OF PERMIT OF PROPERTY LEGALLY DESCRIBED AS LOT 1, DL 534, SDYD, PLAN 27119, OWNED BY THE CORPORATION OF THE CITY OF GRAND FORKS, IN ACCORDANCE WITH THE PROVISIONS OF THE LEGISLATION.

CARRIED.

REQUESTS ARISING FROM CORRESPONDENCE:

NONE

INFORMATION ITEMS:

MOTION: O'DOHERTY / KENDEL

RESOLVED THAT INFORMATION ITEMS NUMBERED 10(a) TO 10(j) BE RECEIVED AND ACTED UPON AS RECOMMENDED AND/OR AS AMENDED.

CARRIED.

- a) Letters from the Min of Children & Family Development, Carl Zak & Selkirk College - Regarding concerns over the condition of City Parking Lot located between City Hall & City Park. **Recommend to refer to Staff for a detailed report on the options and costs to rehabilitate the parking lot.**
- b) Inventory of Air Quality Bylaws in BC - Report from the Ministry of Environment - **Receive for information-hard copy available on line & in Council room – refer a copy of this report to the Environment Committee for information purposes.**
- c) From BC Children's Hospital Foundation - Annual Jeans Day support from the City. Jean's Day is April 26th. **Members of Council may purchase a Jean's Day Button for \$5.00 from Front End Staff in support of this event.**
- d) From Canadian Cancer Society - Daffodil Day and Daffodil Month Information in April. **Receive for information – Members of Council have been issued Daffodil Pins from the Canadian Cancer Society.**
- e) Information from MP, Alex Atamanenko - With regards to CETA negotiations (Comprehensive Economic Trade Agreement). **Recommend to receive for information.**

MOTION: SMITH / WYERS

RESOLVED THAT COUNCIL FOR THE CITY OF GRAND FORKS URGE THE PROVINCIAL AND FEDERAL GOVERNMENTS TO NEGOTIATE A CLEAR, PERMANENT EXEMPTION FOR LOCAL GOVERNMENTS FROM THE CANADA-EUROPEAN UNION COMPREHENSIVE ECONOMIC AND TRADE AGREEMENT (CETA).

CARRIED.

- f) From UBCM - Information regarding Families First Agenda for Change. **Recommend to receive for information.**
- g) From AKBLG - Regarding No Local Government Representation on Municipal Taxation Review. **Receive for discussion purposes**

MOTION: SMITH / KROG

RESOLVED THAT A LETTER BE SENT TO PREMIER CHRISTY CLARK, WITH COPIES TO THE MINISTER RESPONSIBLE FOR COMMUNITY, SPORT AND CULTURAL DEVELOPMENT, LOCAL MLA, AND UBCM MEMBER MUNICIPALITIES, WHICH INDICATES THE CITY OF GRAND FORKS' OBJECTION TO THE COMPOSITION OF THE "EXPERT PANEL", AND THAT COUNCIL SUPPORTS THE UBCM AND THE AKBLG ON THE CONCERN THAT THERE ARE NO MUNICIPAL REPRESENTATIVES ON THE COMMITTEE STRUCK TO REVIEW MUNICIPAL TAXATION.

CARRIED.

- h) From the Grand Forks Public Library Association - Financial Statements for Year 2011. **Recommend to receive for information.**
- i) From the Grand Forks Public Library Association – 2011 Annual Report. **Recommend to receive for information.**
- j) March 19th Task List – List of Completed and In-Progress Tasks. **Recommend to file.**

BYLAWS:


- a) Chief Financial Officer's Report – **2012-2016 Five Year Financial Plan Bylaw No. 1928.**

MOTION: WIRISCHAGIN / KROG

RESOLVED THAT THE FUNDING, INCLUDED IN THE 2012-2016 FIVE YEAR FINANCIAL PLAN IN THE AMOUNT OF \$10,000, FOR THE REFURBISH OF THE SCOUT HALL, BE REMOVED FROM THE PLAN.

THE MOTION WAS DEFEATED.

From:  Colleen Ross
Subject: CETA information
To:  Council

December 18, 2014 7:45:42 AM 

Hello,

As promised, here are some links to solid information on CETA, which truly unpacks the nitty gritty of CETA and its impacts on communities, public trust and the commons. There is a plethora of information available on this side of the Atlantic which lists lengthy and detailed rationales as to why CETA is a bad deal for Canadians. Below are just a few of the sites that I know have done excellent research and have been working on this since the original draft documents were leaked.

European countries and communities are starting to balk at this deal as well, but Harper government is trying to push it through with as many EU signatories on board as possible.

I will formulate a motion for your consideration which will direct council to let the federal government know that the City of Grand Forks is opting out of CETA's terms as we were not consulted. WE could ask the RDKB and other regional municipalities to sign our letter as well. This may appear to be a bold move, but it actually a simple act of letting other levels of government know that we know what is best for our own community, and non-transparency and non-consultation is unacceptable.

thank you for your consideration,
Colleen

[New Link](#)
[New Link](#)
[New Link](#)
[New Link](#)
[New Link](#)
[New Link](#)

❖ CETA Backgrounder ❖

The Canada-European Union Comprehensive Economic and Trade Agreement

On October 29, 2013, the federal government tabled a 26-page Agreement-in-Principle called the “Technical Summary of Final Negotiated Outcomes.” It expects negotiation of final details to take approximately two more years. Leaked negotiating texts obtained by civil society organizations since talks began are hundreds of pages long. Canada’s chief negotiator told the Standing Committee on Trade that when “the text, ... finally comes out, [it] is probably going to be about a foot high.” What we are not being allowed to see contains a lot of detail. All of it is important, otherwise it would not be included.

The CETA Agreement-in-Principle contains outstanding issues including:

- Canada has refused to agree to a Canada-EU Strategic Partnership Agreement, a side-agreement that Europe asks all its trade-deal partners to sign. Such a pact would allow either side to suspend CETA if the other did not promote human rights and fight against proliferation of weapons of mass destruction. The EU is not willing to make an exception for Canada, while Canada does not want to set a precedent for future trade deals.
- Media reports suggest that it will take about two years to finish tidying up the wording, translating and getting legal language in order. On November 7, 2013, Canada’s chief negotiator told the Standing Committee on International Trade that “The remaining issues always are the most sensitive, the most difficult, and those require a particularly sustained effort to get through.” His comment suggests that remaining tasks are more complicated or farther from resolution than we are being led to believe.

The National Farmers Union has grave concerns about CETA and its effects on corporatization and democratic processes, such as:

- CETA’s investor-state dispute settlement (ISDS) mechanism will allow investors (EU corporations) to sue Canada’s democratically-elected governments if the investor believes a law or regulation reduces its ability to profit. The ISDS mechanism will constitute a permanent threat hanging over lawmakers – a chill that will stop our MPs and MLAs from considering all possible public policy measures to deal with the priorities and interests of Canadians.
- CETA defines an EU corporation as one that has a “significant and continuous relationship with Europe.” Thus the scope of CETA may well be much broader than we assume, conferring privileges and benefits to corporations well beyond Europe’s territory – ones we might not think of as European.
- CETA removes a crucial tool for regulating our economy: the federal government’s authority over movement of capital into and out of Canada, taking away our ability to address balance of payment deficits or surpluses between Europe and Canada
- Any further liberalization of investment or services listed in “Annex 1” will be locked in so that no future government will be able to undo the measures. The content of Annex 1 will not be made public until the final text is released.
- Under CETA no level of government (federal, provincial, municipal) or their agencies (prisons, schools, hospitals) would be able to use public procurement that exceeds specified annual dollar thresholds to achieve policy goals such as local employment.
- Existing taxation measures are protected under CETA according to the Agreement-in-Principle; it seems however that new taxation will be restricted in ways not spelled out in the document. If CETA does prevent certain types or levels of taxation, it impinges on sovereignty.
- Provinces have opted in or carved out different areas within the CETA agreement so that implementation will be uneven across the country. In effect, CETA supersedes the Constitution’s division of powers, giving some provinces more autonomy than others within areas of provincial jurisdiction.



- If adopted, CETA would become the floor from which future so-called “trade” agreements are negotiated, and thus it sets the stage for further erosion of Canada’s economic and political sovereignty.

If the CETA is adopted, farmers, farming and food would feel its immediate effects, such as:

- Loss of the ability to use local food policies for municipal, school, hospital and prison procurement unless they are part of as-yet-undefined “food programs,” thereby ending an important and growing market for farmers.
- Harsh intellectual property protection measures, such as precautionary seizure of assets before any allegations are proven, would punish farmers accused of plant breeders’ rights or patent infringement and prevent them from launching a viable defence.
- Canadian dairy farmers will lose 4% of the domestic cheese market, which is equivalent to all the milk produced in Nova Scotia, and artisanal cheese producers using local dairy ingredients and serving specialty markets in Canada will find it harder to survive.

Under the CETA, promised ‘gains’ for Canadian agriculture are illusory. For example:

- There is no meaning to having ‘free access’ to the European dairy market because European dairy farmers obtain 40% of their income from state subsidies. Unsubsidized Canadian farmers, on the other hand, would be required to sell below domestic prices and well below production costs.
- That CETA provides tariff-free access to import 40,000 tonnes of Canadian hormone-free beef is a red herring because we already do not fill our existing tariff-free quota of 23,000 tonnes;
- CETA will not open Europe’s doors to products of biotechnology as some have claimed, and has no commitment to lift restrictions in GMO imports. The EU has only agreed to create a committee to discuss these issues.
- Without CETA, Canada can sell drug-free pork to Europe with a modest tariff. With CETA, Canada can sell drug-free pork with no tariff, but again, Canada is unlikely to be able to compete with subsidized European pork producers, as Europe exports more pork than what Canada produces altogether.

There are longer-term implications for CETA. For example, the Agreement-in-Principle states that CETA “*Commits both sides to co-operate to **promote and reinforce** the protection of plant varieties based on the International Convention for the Protection of New Varieties of Plants (UPOV),*” [emphasis added] and that “*CETA will not change the “farmers’ privilege” to save and replant seeds of a protected variety on their own land under the federal Plant Breeders’ Rights’ Act.*” However, this wording suggests that there is an understanding that Canada will soon adopt UPOV ’91 – a fact confirmed by the Minister of Agriculture and Agri-Food Canada on November 13, 2013. UPOV ’91 will **reinforce** protection by replacing the current UPOV ’78 regime, thus drastically increasing the power of seed companies to collect royalties and restrict seed saving. As well, Canada’s *Plant Breeders’ Rights Act* is silent on farmers’ privilege because UPOV ’78 does not restrict farmers from planting saved seed on their own land. Under UPOV ’91 however, this age-old practice – the farmers’ seed-saving right - is deemed a privilege.

The fit of CETA with other trade agreements is eerily perfect. CETA confers “Most Favoured Nation” (MFN) status to all members of the EU. Other bilateral and multilateral trade agreements that Canada has signed also include MFN status for their signatories, which means that any trade and investment benefits that CETA provides to EU countries must also accrue to other countries, and that any benefits Canada has given to signatories of NAFTA and other bilateral deals will accrue to EU member states.

The National Farmers Union recommends alternatives to the CETA, such as:

- A Canadian food system focused on fair trade and food sovereignty;
- Continued operation under existing conditions;
- Creation of structures that favour the public good rather than the pro-corporate structures of the CETA.



CETA

The proposed COMPREHENSIVE ECONOMIC & TRADE AGREEMENT between Canada and the European Union

Search Search

**Re-printed from a COLUMN by Alex Atamanenko, MP, BC Southern Interior
JUNE 28, 2010**

Canada and the European Union are currently negotiating a new free trade agreement, the Comprehensive Economic Trade Agreement (CETA).

According to a report prepared by the Canadian Centre for Policy Alternatives (CCPA) titled Negotiating from Weakness, the CETA, if implemented, will put Canada's progressive procurement policies at serious risk. This means that sub-national governments (municipalities and provinces) will no longer be allowed to give preference to local businesses when contracting for work, services or goods. Governments at all levels will lose a valuable tool for protecting the environment, creating long-term employment, and helping marginalized groups. In other words, European companies will be given equal consideration when bidding on local government contracts.

Currently, municipalities and provinces can use procurement (of contractors, services or goods) as a tool for economic development (where not governed by BC's notorious Bill 30 when Provincial funding is present), as well as safeguard their ability to regulate local services including drinking water, waste disposal and electricity. The Europeans want access to government procurement contracts in Canada and we are going to give it to them. What I find disturbing is that all provinces as well as the federal government have signed on to this sell-out.

As far as trade goes, traditional trade barriers between Canada and the EU are already low, with tariffs averaging less than 3% of most of the top-traded products. What the Europeans want is access to government procurement contracts and public services.

As we try to stimulate the Canadian economy, it would make sense to create as many local jobs as possible. Currently in Ontario, new subway cars will be built in Thunder Bay and the Province's Green Energy Act offers subsidies in return for cleaner energy sources and local job creation. Many municipalities are adopting buy-local food policies and have contracting policies that give preference to Canadian suppliers, allowing them to reject the lowest bid in favour of local companies. The CETA will put a stop to all of this.

Farmers will also be affected as the CETA would require Canada to implement the UPOV'91 (the industry's Union for the Protection of New Varieties) version of plant breeders' rights (PBR) which would virtually eliminate farmers' rights to save, re-use and sell seed. CETA also includes additional intellectual property protection that will give seed companies the power to seize crops, farms and seeding and harvest equipment and freeze bank accounts if companies suspect infringement on a company's seed rights by a farmer.

I believe it is not in the best interest of Canadians to sign on to trade agreements that limit our control. We have seen how NAFTA has affected our fruit growers by allowing the dumping of cheap US apples, and putting our farmers out of business.

We as a nation need to make a decision: do we want to have control over our policies and programs or do we surrender this sovereignty to multi-national corporations and foreign governments?

Our Canadian way of life is under threat as it never has been before.

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Canada-EU (CETA)



On September 26, 2014 Prime Minister Harper, European Commission President José Manuel Barroso and European Council President Herman Van Rompuy signed a joint declaration to "celebrate the end of negotiations of the Canada-EU Trade Agreement."

CETA is a "next generation" free trade and investment pact that Canada and the EU have been negotiating since May 2009. But it is better understood as a corporate power grab. The Harper government clearly sees CETA as a way to further deregulate and privatize the Canadian economy while increasing corporate power and undermining Canadian and European efforts to address the climate crisis.

The announcement of the completion of CETA was also the first time people in Canada and Europe were allowed to see the official text of the agreement. We are now being told that no changes are possible.

If ratified, CETA will unfairly restrict how local governments spend money by banning "buy local" policies, add hundreds of millions of dollars to the price of pharmaceutical drugs in our public health care system, create pressure to increase privatization of local water systems, transit and energy, and much more. The secret negotiating process and the overall corporate agenda behind these next generation deals are an affront to democracy on both sides of the Atlantic.

With the announcement that negotiations have ended and that the CETA text is now closed to any changes, citizens in Canada and Europe are left with just one option: reject CETA before it is ratified. [Read more \(/ceta-info\).](#)



[\(ceta-toolkit\)](#)



<http://www.canadians.org/action/time-real-debate-ceta>

Recent highlights

January 3, 2015

[Newfoundland to take CETA dispute to European Union \(/blog/newfoundland-take-ceta-dispute-european-union\)](#)

The provincial government of Newfoundland and Labrador says in the "coming weeks" it will be taking its dispute with the Harper government over the terms of the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) to EU representatives. Last month, VOCM reported, "[Premier Paul Davis] isn't ruling out a trip to Europe as a way to put pressure on Ottawa to live up to its \$280-...

December 31, 2014

[CETA should have a GMO warning label on it in Europe \(/blog/ceta-should-have-gmo-warning-label-it-europe\)](#)

Genetically modified (GM) food is more strictly regulated in the European Union than it is in Canada or the United States. The Canada-European Union Comprehensive Economic and Trade Agreement (CETA) and the United States-European Union Transatlantic Trade and Investment Partnership (TTIP) will increase the risk of GM food entering Europe.

December 28, 2014

Party opposed to CETA poised to win likely Greek election in February
(/blog/party-opposed-ceta-poised-win-likely-greek-election-february)

If the Greek parliament does not elect a new president on Monday it is likely the country will face a snap election on February 1. The speculation is that SYRIZA (the Coalition of the Radical Left) would win that election. Notably, this party has stated if elected it would not ratify the Canada-European Union 'free trade' agreement.

December 22, 2014

Harper seeks 'free trade' deal with military rulers of Thailand (/blog/harper-seeks-free-trade-deal-military-rulers-thailand)

This past May, the Royal Thai Armed Forces, led by General Prayuth Chan-ocha, seized power in a coup d'état. The military dissolved the elected government and Senate, General Prayuth became the prime minister, the judicial branch was ordered to operate under the government's directives, and political gatherings were banned.

December 21, 2014

Thousands protest US-EU 'free trade' deal in Brussels (/blog/thousands-protest-us-eu-free-trade-deal-brussels)

More than 3,000 people rallied against the proposed United States-European Union Transatlantic Trade and Investment Partnership (TTIP) 'free trade' deal in Brussels on Friday. The protest, organized by the Alliance D19-20, surrounded a summit of EU leaders with people and farm tractors.



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Canada - EU Comprehensive Economic and Trade Agreement

New Trade Agreement with EU Could Crush Canadian Farmers



The National Farmers Union has joined with other citizens' organizations in the [Trade Justice Network](http://tradejustice.ca/en/section/6) (<http://tradejustice.ca/en/section/6>) to challenge the scope and secret negotiating process of CETA (<http://www.international.gc.ca/trade-agreements-accords-commerciaux/agr-acc/eu-ue/can-eu.aspx?view=d>), the Canada-European Union free trade negotiations, and to highlight the need for a more sustainable, equitable and socially just international trade regime.

On September 26, 2014 Canada released the [text of the CETA agreement](http://www.international.gc.ca/trade-agreements-accords-commerciaux/agr-acc/ceta-aecq/text-texte/toc-tdm.aspx) (<http://www.international.gc.ca/trade-agreements-accords-commerciaux/agr-acc/ceta-aecq/text-texte/toc-tdm.aspx>), but only after negotiations ended. The agreement must be ratified by member states of the European Union before it can come into force. The NFU contributed to [Making Sense of CETA](https://www.policyalternatives.ca/sites/default/files/uploads/publications/National%20Office/2014/09/Making_Sense_of_the_CETA.pdf), (https://www.policyalternatives.ca/sites/default/files/uploads/publications/National%20Office/2014/09/Making_Sense_of_the_CETA.pdf) an analysis of the final text published by the Canadian Centre for Policy Alternatives' analysis of CETA (see page 86 - 89 of the document). The NFU is also a signatory to the [Social Movements STATEMENT](http://rqic.alternatives.ca/spip.php?article151&lang=fr) (<http://rqic.alternatives.ca/spip.php?article151&lang=fr>) on Canada-European Union Summit in Ottawa in which over 100 union, farmers', and womens' organizations; First Nations groups; NGOs; consumer associations; environmental groups; research networks and other civil society organizations from Canada and Europe outline why we strongly oppose CETA.

In October 2013 Prime Minister Harper announced he had signed the CETA agreement "[in principle](http://www.cbc.ca/news/politics/ceta-canada-eu-free-trade-deal-lauded-by-harper-barroso-1.2125122)" (<http://www.cbc.ca/news/politics/ceta-canada-eu-free-trade-deal-lauded-by-harper-barroso-1.2125122>), however the actual text of the deal was still being kept secret, while some details were yet to be finalized. Press reports focussed on the "beef and pork for cheese" trade-off. [NFU research](http://www.nfu.ca/story/fact-sheet-will-ceta-help-family-farmers-canada) (<http://www.nfu.ca/story/fact-sheet-will-ceta-help-family-farmers-canada>) shows that there will be *little to no benefit* to beef and pork producers, while the dairy sector will suffer real losses if CETA is implemented.

The NFU obtained leaked copies of the [draft text](http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/CETA-october.pdf) (<http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/CETA-october.pdf>) at several stages of the negotiations and has analyzed each one from the point of view of agriculture, food and farmers. It has become clear that CETA is not so much about removing trade barriers – few exist between Canada and Europe – but more about limiting the power of elected governments to prevent them from making laws that would restrict global corporations and to ensure that these corporations will have permanent economic and legal advantages over individual citizens and independent businesses.

In February 2013, the NFU signed on to the [Transatlantic Statement](http://tradejustice.ca/pdfs/Transatlantic%20Statement%20on%20Investor%20Rights%20in%20CETA.pdf) (<http://tradejustice.ca/pdfs/Transatlantic%20Statement%20on%20Investor%20Rights%20in%20CETA.pdf>) Opposing Excessive Corporate Rights (Investor-State Dispute Settlement) in the EU-Canada Comprehensive Economic and Trade Agreement (CETA). We join labour, environmental, Indigenous, women's, academic, health sector and fair trade organizations from Europe, Canada and Quebec representing more than 65 million people who are demanding that Canada and the EU stop negotiating an excessive and controversial investor rights chapter in the proposed Comprehensive Economic and Trade Agreement (CETA).

If CETA is adopted there will be severe impacts, including:

- **severe restrictions on farmers' right to save and re-use seeds**, with penalties potentially including jail time for violators

- **precautionary seizure of a farmers assets** (including crop, machinery and bank account) on alleged (not proven) patent infringement
- **precautionary seizure of the assets of a third party** (such as a seed cleaner) if alleged to be assisting patent infringement
- **loss of local food market potential** due to rules against local procurement by municipalities, universities, schools and hospitals.
- **restrictive rules around the use of Geographic Indications** – the names of products such as “feta cheese” and “parma ham” based on where they are traditionally produced.
- **13,000 tonne reduction in domestic market for Canadian cheese**, which will harm our artisanal cheesemakers and dairy farmers.

It is also worth noting that the **EU subsidizes its farmers and Canada does not**. The EU spends \$50 billion/year on agricultural subsidies. In the Netherlands, for example, farmers receive more than € 400 per hectare (\$218/acre). Canada provides a limited safety net program, called **Business Risk Management** (<http://www.nfu.ca/story/business-risk-management-programs-under-growing-forward-2>) (BRM). From 2007 to 2010 BRM programs paid out about \$3.4 billion/year. If these funds were applied evenly on a per-acre basis (which they are not), the program would pay out about \$20/acre of Canadian farmland. Canadian dairy, egg, chicken and turkey farmers do not use the BRM programs because the supply management system ensures they earn an adequate income from selling their product. Canada's dairy sector operates almost entirely within the domestic market. Canada's Agriculture Ministers have repeatedly stated that farmers should get their income from the marketplace, not the mailbox so it is unlikely that Canadian farmers will ever get European-style subsidies.

The benefits of CETA to the agriculture being touted by the federal government are unlikely to materialize.

- Europe has exempted its regulations around GMO crops from CETA meaning that Canadian farmers who use GMO technology will not gain access to the European market through CETA.
- Europe has elected to pay penalties under the World Trade Organization in order to avoid importing Canadian beef that has been produced using growth hormones. CETA will not open the European market to producers who continue to use these hormones, while Europe already allows hormone-free beef to be imported.

For more information about CETA:

Backgrounder:

CETA Backgrounder (http://www.nfu.ca/sites/www.nfu.ca/files/Exec_Summary_-_Nov_2013_-_CETA.pdf)

CETA + Bill C-18 = Too much power for seed companies (http://www.nfu.ca/sites/www.nfu.ca/files/CETA_and_C-18_Fact_Sheet_-_June_2014.pdf)

Petition:

CETA Petition (http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/CETA_Petition.pdf) to the House of Commons in Parliament Assembled

Pamphlets:

Fact Sheet: Will CETA help family farmers in Canada? (<http://www.nfu.ca/story/fact-sheet-will-ceta-help-family-farmers-canada>)

Why We Don't Want CETA (http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/CETA_leaflet_colour.pdf)

NFU CETA Facts (http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/CETA_Fact_Sheet_Final.pdf)

Audio:

Terry Boehm's **presentation** (http://nfu.ca/mp3/2011_CETA.mp3) on CETA at the 41st Annual NFU Convention

Articles:

June 2014 - **PEI Organizations' Brief on CETA** (<http://www.nfu.ca/story/pei-organizations-brief-ceta>)

April 2013 - **CETA Tactics Phoney Baloney? Beef and Pork Access Issue Lacks Credibility** (http://www.nfu.ca/sites/www.nfu.ca/files/CETA_tactics_phoney_baloney.pdf)

Fall-Winter 2012 - **Trade Agreements and Democracy** (http://www.nfu.ca/sites/www.nfu.ca/files/UFAQ_-_Trade_Agreements_and_Democracy.pdf)

Spring 2012 - **CETA getting tougher on Citizens with each SECRET Draft**

(http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/CETA_tougher_uf_spring2012.pdf)

Fall 2011 - **CETA - A Corporate Charter for Canada?**

(http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/CETA_corporate_charter.pdf)

Fall 2011 - **Raising awareness of CETA and its implications for farmers and local food procurement in Ontario** (http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/CETA_ON_implications.pdf)

Spring 2011 - **CETA must be stopped!** (http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/CETA_ARTICLE_FROM_UNION_FARMER.pdf)

Fall-Winter 2010 - **Comprehensive Economic and Trade Agreement is offensive in every sense**

(http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/CETA_offensive_uf_fall-winter2010.pdf)

Dec 21 2010- **NFU's position on the CETA talks were validated by what came next**

(http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/Boehm-Ont_Farmer.pdf) – Letter to the Editor, published in *Ontario Farmer*

Fall 2010 - **CETA/UPOV steamroller set to crush farmers** (http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/CETA-UPOV_ufq_fall2010.pdf)

Press Releases:

September 26, 2014 - **CETA delivers lucrative markets to European exporters, empty promises to Canadian farmers, says NFU**

(<http://www.nfu.ca/story/ceta-delivers-lucrative-markets-european-exporters-empty-promises-canadian-farmers-says-nfu>)

October 17, 2013 - **Biggest Scandal Yet: Harper concludes sell-out of Canada in the Comprehensive Economic Trade Agreement** (<http://www.nfu.ca/story/biggest-scandal-yet-harper-concludes-sell-out-canada-comprehensive-economic-trade-agreement>)

February 13, 2013 - **CETA Investor-State Dispute Settlement process "anti-democratic, unnecessary and unfair," says NFU** (<http://www.nfu.ca/story/ceta-investor-state-dispute-settlement-process-%E2%80%99Anti-democratic-unnecessary-and-unfair%E2%80%9D-says-n>)

April 27, 2012 - **Federal Government is Weak-Minded on CETA Deal** (<http://www.nfu.ca/story/federal-government-weak-minded-ceta-deal>)

January 18, 2011 - **NFU President Protests CETA Negotiations in Brussels** (<http://nfu.fairtrademedia.com/node/89>)

October 22, 2010 - **NFU Joins Ottawa Rally Against Canada-EU Trade Agreement**

(<http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/10-22-CETA.pdf>)

October 14, 2010 - **National Farmers Union Launches Campaign Against Canada-EU Trade Agreement**

(http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/10-14_CETA.pdf)

April 21, 2010 - **Secret Text Of Canada-EU Trade Deal Released: The Agreement May Be The Largest Single Issue On Farm-Policy Horizon** (http://nfu.fairtrademedia.com/sites/www.nfu.ca/files/CETA_April_21_2010.pdf)

Attachment	Size
CETA ARTICLE FROM UNION FARMER.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/CETA_ARTICLE_FROM_UNION_FARMER.pdf)	113.6 KB
CETA-october.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/CETA-october.pdf)	1.53 MB
CETA leaflet colour.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/CETA_leaflet_colour.pdf)	27.7 KB
CETA Petition.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/CETA_Petition.pdf)	147.8 KB
CETA offensive_uf fall-winter2010.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/CETA_offensive_uf_fall-winter2010.pdf)	121.99 KB
CETA-UPOV_ufq_fall2010.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/CETA-UPOV_ufq_fall2010.pdf)	171.56 KB
CETA tougher_uf spring 2012.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/CETA_tougher_uf_spring2012.pdf)	89.63 KB
10-22-CETA.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/10-22-CETA.pdf)	129.45 KB
10-14_CETA.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/10-14_CETA.pdf)	114.51 KB
CETA_April_21_2010.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/CETA_April_21_2010.pdf)	17.5 KB
CETA corporate charter.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/CETA_corporate_charter.pdf)	132.49 KB
CETA_ON_implications.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/CETA_ON_implications.pdf)	95.54 KB
Boehm-Ont_Farmer.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/Boehm-Ont_Farmer.pdf)	41.36 KB
CETA Fact Sheet Final.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/CETA_Fact_Sheet_Final.pdf)	179.52 KB

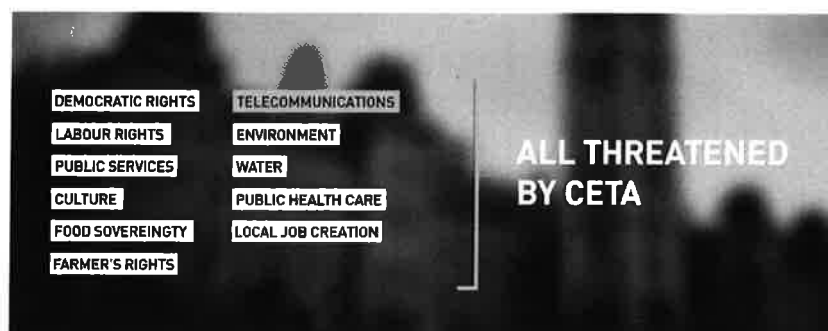
Attachment	Size
UFQ - Trade Agreements and Democracy.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/UFQ - Trade Agreements and Democracy.pdf)	79.59 KB
CETA tactics phoney baloney.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/CETA tactics phoney baloney.pdf)	232.86 KB
Exec Summary - Nov 2013 - CETA.pdf (http://www.nfu.ca/sites/www.nfu.ca/files/Exec Summary - Nov 2013 - CETA.pdf)	168.03 KB

trade justice network

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EU-Canada Comprehensive Economic and Trade Agreement (CETA)

August 27, 2013 6:13 pm / admin /



The Canada-EU Comprehensive Economic and Trade Agreement is being negotiated as a "next-generation" free trade deal that goes beyond NAFTA and the WTO in shielding corporate activity from government controls. The draft agreement includes extensive chapters on services and investment, government procurement, intellectual property, and standards and regulations. It will also contain a controversial NAFTA-like investor-state dispute process that allows corporations from Europe to directly challenge and sometimes overturn Canadian laws that interfere with profits – even for public health or environmental reasons.

Posted in: Uncategorized

Trading Away Democracy: How CETA'S Investor Protection Rules Threaten the Public Good in Canada and the EU

November 19, 2014 4:39 am / admin

Executive Summary

[Download the Executive Summary \(PDF\)](#)

[Download the Full Report \(PDF\)](#)

On September 26, 2014, Canada and the European Union (EU) announced the conclusion of a far-reaching economic integration agreement, the Comprehensive Economic and Trade Agreement (CETA). The agreement includes an investor-state dispute settlement (ISDS) mechanism, which could unleash a corporate litigation boom against Canada, the EU and individual EU member states, and could dangerously thwart government efforts to protect citizens and the environment.



Search

Trade Justice Network

The Trade Justice Network is comprised of environmental, civil society, student, Indigenous, cultural, farming, labour and social justice organizations that have come together to challenge the scope and secret negotiating process of the Canada-European Union free trade negotiations (CETA), and to highlight the need for a more sustainable, equitable and socially just international trade regime.

**Demand Public Debate on CETA /
Exigeons un débat public sur l'AÉCG**

Sign Now

1,711 signatures

About CETA

Overview

CETA and the Environment

CETA and Public Services

CETA and Local Procurement

CETA and Telecommunications

CETA and Public Postal Service

CETA and Food Sovereignty

CETA and Culture

CETA and Services

CETA, Jobs and the Economy

10 Reasons Why CETA is Bad for Canada

The ISDS mechanism gives foreign corporations the ability to directly sue countries at private international tribunals for compensation over health, environmental, financial and other domestic safeguards that they believe undermine their rights. These investor-state lawsuits are decided by private commercial arbitrators who are paid for each case they hear, with a clear tendency to interpret the law in favour of investors.

ISDS can prevent governments from acting in the public interest both directly when a corporation sues a state, and indirectly by discouraging legislation for fear of triggering a suit. Globally, investors have challenged laws that protect public health such as anti-smoking laws, bans on toxics and mining, requirements for environmental impact assessments, and regulations relating to hazardous waste, tax measures and fiscal policies.

November 2014
**TRADING AWAY
 DEMOCRACY**
 How CETA'S INVESTOR PROTECTION RULES
 THREATEN THE PUBLIC GOOD IN CANADA AND THE EU



Key findings:

1. Canada's experience with the North American Free Trade Agreement (NAFTA) illustrates the dangers of investment arbitration. Under NAFTA, Canada has been sued 35 times, has lost or settled six claims, and has paid damages to foreign investors totalling over C\$171.5 million. Ongoing investor claims challenge a wide range of government measures that allegedly diminish the value of foreign investments – from a moratorium on fracking and a related revocation of drilling permits to a decision by Canadian courts to invalidate pharmaceutical patents which were not sufficiently innovative or useful. Foreign investors are currently seeking several billions of dollars in damages from the Canadian government.

2. CETA's investor protections would arguably grant even greater rights to foreign investors than NAFTA, increasing the risk that foreign investors will use CETA to constrain future government policy:

a) By protecting investors' "legitimate expectations" under the so-called "fair and equitable treatment" clause, CETA risks codifying a very expansive interpretation of the clause that would create the "right" to a stable regulatory environment. This would give investors a powerful weapon to fight regulatory changes, even if implemented in light of new knowledge or democratic choice.

b) CETA would give foreign investors more rights to challenge financial regulations than NAFTA, where they were mostly limited to a bank's (still wide-ranging) rights to transfer funds freely and to be protected from expropriation. CETA expands their rights to include highly elastic concepts such as fair and equitable treatment, which threatens to hamstring regulators charged with protecting consumers and the stability of the financial system in an emergency.

3. The risks to Canada of being sued by banks, insurers and holding companies will increase significantly with CETA. These risks are evident as speculative investors, backed by investment lawyers, are increasingly using investment arbitration to scavenge for profits by suing governments experiencing financial crises. EU investment stocks in Canada are significant in the financial sector, which would gain far-reaching litigation rights under CETA.

4. CETA would increase the risk to the EU and its member states of challenges by Canadian investors in the mining and oil and gas extraction sectors. Canadian investment stocks in the EU are significant in these sectors, and Canadian mining companies are already engaged in a number of controversial natural resource projects across the EU. Mining specialists are celebrating CETA as a "landmark" agreement, which could have "major implications for miners." Oil, mining and gas corporations around the world are increasingly turning to investment arbitration.

5. Canadian subsidiaries of US-headquartered multinationals will also be able to use CETA to sue European governments, even if the EU eventually excludes or limits investor-state dispute settlement within the Transatlantic Trade and Investment Partnership (TTIP) currently under negotiation with the US. This is particularly worrying for Europeans as US corporations dominate the Canadian economy. EU-based subsidiaries of foreign companies would also have the same power to challenge measures in Canada.

6. EU, Canadian and US companies are already among the most frequent users of investment arbitration, so there is every reason to expect that they will use CETA to rein in government measures in Canada and Europe. Fifty-three percent (or 299) of all known investor-state disputes globally were brought by investors from the EU. US investors have filed 22 percent (or 127) of all known investor-state cases. Canadian investors are the fifth most frequent users of investment arbitration.

7. Opposition to investor-state provisions in CETA is growing on both sides of the Atlantic amongst civil society organisations, trade unions, and even EU member states. In response, the European Commission and the Canadian government have begun a misleading propaganda effort aimed at downplaying the risks of investment arbitration and diverting attention from the fundamental problems of the system by focusing on cosmetic reforms.

8. The "reforms" that the European Commission and the Canadian government have promised to dispel concerns about ISDS will not prevent abuse by investors and arbitrators. On the contrary,

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CETA will significantly expand the scope of investment arbitration, exposing the EU, its member states and Canada to unpredictable and unprecedented liability risks.

There is no need for the creation of a special legal regime to protect foreign investors, especially in stable jurisdictions like the EU and Canada. Today's multinationals are amongst the most successful and sophisticated in the world, capable of evaluating risk and the expected returns on that risk. Should the risk be too great, options such as regular courts, private insurance and public investment guarantee schemes are all readily available to them.

Trading Away Democracy calls on legislators in Canada and the EU to reject the investment protection provisions in CETA and in future treaties, including the controversial EU-US Transatlantic Trade and Investment Partnership (TTIP) and the Trans-Pacific Partnership (TPP).

Published by Association Internationale de Techniciens, Experts et Chercheurs (Aitec), Vienna Chamber of Labour (AK Vienna), Canadian Centre for Policy Alternatives (CCPA), Corporate Europe Observatory (CEO), Council of Canadians, Canadian Union of Public Employees (CUPE), European Federation of Public Service Unions (EPSU), German NGO Forum on Environment & Development, Friends of the Earth Europe (FoEE), PowerShift, Quaker Council for European Affairs (QCEA), Quebec Network on Continental Integration (RQIC), Trade Justice Network, Transnational Institute (TNI), Transport & Environment (T&E).

Amsterdam / Berlin / Brussels / Montreal / Paris / Ottawa / Vienna, November 2014

Posted in: Uncategorized

Over 100 Canadian and EU Groups Strongly Oppose CETA's Corporate Rights

September 25, 2014 2:15 pm / admin

Canada-European Union Summit in Ottawa Over a Hundred Organizations on Both Sides of the Atlantic Strongly Oppose an Agreement that will Enrich Multinational Corporations at the Expense of Citizens' Rights

September 25, 2014 ([PDF download](#))

The Canada-European Union Summit, which starts on September 26 in Ottawa, will mark the conclusion of the negotiation of the Comprehensive Economic and Trade Agreement (CETA) between Canada and the European Union. The CETA involves much more than just trade in goods; it will also encompass trade in numerous services, including financial services and public services. In addition, the agreement covers regulatory cooperation, public contracts, agriculture, protection of investors and labour mobility. The texts, which we are told are final, were kept away from the scrutiny of members of parliament throughout the negotiations and have been slow to be made public. This is a notorious subversion of democracy that is intended to suppress any debate, thus presenting our citizenry and elected officials with a fait accompli with no possibility of amendments. Since no parliament will have been able to take a position on its provisions, the Ottawa summit will in essence be a new public relations exercise to publicize the agreement, with the customary speeches and photos. The formal adoption process will follow, and the agreement will then come into force.

We, union, farmers, and womens organizations; First Nations groups; NGOs; consumer associations; environmental groups; research networks and other civil society organizations, strongly oppose this agreement for the following reasons:

1. The CETA is an assault on democracy

For years we have been denouncing the secrecy surrounding these negotiations on matters of critical importance to the future of our societies, and we demand that a truly public debate take place. The anti-democratic nature of the negotiations is again dramatically reflected in this summit, which will celebrate one of the most ambitious agreements in the world (the CETA extends far beyond the WTO agreements and most of the other trade agreements) before parliaments have even considered it, let alone endorsed it. The recent leak of the nearly finalized texts enables us to confirm that the CETA will severely affect citizens of the countries concerned, as it will enshrine the weakening of the powers of governments in relation to foreign investors, the obligatory opening to private corporations of markets and services which could have remained in the public domain, or even increases in the cost of medications, among other issues.

[Read more →](#)

Posted in: Uncategorized

EU Socialists & Democrats Group president Gianni Pittella: “We oppose ISDS mechanism in EU-Canada trade deal”

August 27, 2014 1:38 am / admin

“The Commission should listen to the concerns voiced by the European Parliament and the S&D Group about the investor-state dispute settlement mechanism (ISDS) in the Comprehensive Economic and Trade Agreement (CETA) between the EU and Canada.

“It will be up to the Parliament – the democratic conscience of EU trade policy – to decide whether or not to ratify CETA.

“The CETA agreement, to be initialled at the EU-Canada summit at the end of September, would be a positive agreement and would bring opportunities for growth and jobs on both sides of the Atlantic. It covers various sectors ranging from agricultural and industrial goods to services, intellectual property rights, public procurement and sustainable development.

“However, some EU member states, notably Germany, have raised serious concerns regarding the controversial ISDS clause in the agreement that allows multinational companies to bring international arbitration cases against governments. The S&D Group has always opposed the inclusion of this mechanism and we expressed our opposition in letters sent to EU Trade Commissioner De Gucht as far back as 2012. A resolution adopted by the European Parliament in 2011 on EU-Canada trade relations also states the Parliament's preference for traditional state-to-state dispute settlement and the use of local judicial remedies to address investment disputes.

“The ISDS mechanism, where applied, has already shown how much power corporations have wielded in the name of profit. It is time the EU followed the Australian example and scrapped ISDS in the CETA and in the EU-US Transatlantic Trade and Investment Partnership (TTIP).

“CETA has already been delayed for too long. A trade deal between the EU and Canada has the potential for great economic benefits and it should not be put in jeopardy for the sake of an unnecessary investment clause.”

Posted in: Uncategorized

Social Forum Session on Progressive Trade Alternative

August 20, 2014 3:25 pm / admin

Join us Friday, August 22 at 2:45pm at the Peoples Social Forum MRT 211 for an in-depth discussion on a progressive trade alternative for Canada.

Trade that works for people and the planet: Building a Progressive Trade Alternative

The Trade Justice Network and coalition partners will facilitate a session launching cross-country consultations on building concrete alternatives to the current neoliberal trade model.

The goal will be to establish Canada-wide local organizing capacity to:

1. Raise awareness about the dangers of trade and investment deals and current negotiations.
2. Dispel the myth that to oppose or criticize free trade deals is to be against trade.
3. Understand the regional and sectoral impacts of Canada's traditional trade agenda.
4. Begin to outline and promote an alternative vision of fair trade agreements that benefit everyone – not just a global corporate elite.
5. Engage traditional and non-traditional allies in the fight for trade justice, making the links between their struggles and the overarching economic order imposed in the free trade era.

Participants will build on the principles and basic foundation of the European Alternative Trade Mandate, updating and expanding these documents to reflect the Canadian historical, political and social context.

Read more about this process [here](#).

Posted in: Uncategorized

Social Forum Session: Corporate Trade and Investment Agreements

August 20, 2014 3:22 pm / admin

Corporate Trade and Investment Agreements: an attack on people's rights, the commons and democracy

Thursday, August 21 at 10:45am ARTS 033

FTAs form part of the architecture of impunity for corporations, undermining democracy by allowing corporations to challenge public interest regulations if they are seen as restricting profits

Trade Justice Network (TJN), Quebec Network on Continental Integration (RQIC), Common Frontiers: Larry Brown (NUPGE), Raul Burbano (CF), Alexa Conradi (FFQ), Scott Harris (TJN/CoC), Pierre-Yves Serinet (RQIC), Jacques Letourneau (CSN)

Posted in: Uncategorized

ISDS in Canada-EU free trade deal to be rejected by Germany, says CBC #CETA

July 26, 2014 1:45 pm / admin

CBC is reporting that Germany is not happy with Investor-State Dispute Settlement being included in CETA.

Germany is to reject a multibillion-dollar free trade deal between the European Union and Canada which is widely seen as a template for a bigger agreement with the United States, a leading German paper reported on Saturday.

Citing diplomats in Brussels, the Sueddeutsche Zeitung reported that Berlin objects to clauses outlining the legal protection offered to firms investing in the 28-member bloc. Critics say they could allow investors to stop or reverse laws.

Posted in: Uncategorized

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MEMORANDUM



DATE: January 6, 2015

TO: Mayor and Council

FROM: Roxanne Shepherd, Chief Financial Officer

SUBJECT: Council Benefits

UBCM offers comprehensive group insurance coverage to the City of Grand Forks, including elected officials. The benefits available include Extended Health Care, Dental, Employee and Family Assistance Plan (EFAP), Optional Life Insurance and Optional Accidental Death and Dismemberment. There must be a minimum of three (3) elected official applicants to enroll.

Council may enroll under a standard package offered by UBCM. The following rates would apply:

Extended Health premium is \$37.89 per month for singles, \$85.25 per month for families.

Dental coverage premiums are \$46.48 per month for singles, \$120.59 per month for families.

Employee and Family Assistance Plan premiums are \$4.50 per month.

Optional Life Insurance may be purchased in multiples of \$10,000 and \$25,000. Only one multiple can be chosen and will apply to everyone in the group. A rate sheet is attached.

Optional Accidental Death and Dismemberment (AD&D) premiums are \$0.055 per \$1000 coverage.

The deadline for enrollment is March 31, 2015 and must be for the full term of office.

Council may also choose to enroll in the Medical Services Plan through the City. Medical Services Plan rates are based on adjusted net income to a maximum of: \$72 per month for singles, \$130.50 per month for couples and \$144.00 per month for families.

For more details regarding the coverage available, or to get an application package, please contact the Chief Financial Officer.

Optional Life

Provisions

- waiver of premium to age 65
- suicide excluded in first two years of coverage
- medical evidence required
- coverage terminates at age 65
- conversion available to employee only
- spouse benefit cannot exceed employee's combined basic and optional life

Non-Smokers Rate Schedule per \$1,000 Insured Benefit

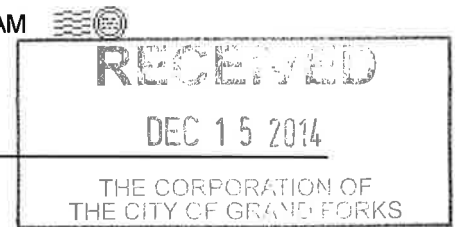
Age Band	Males	Females
Under 35	\$0.09	\$0.05
35 - 39	\$0.10	\$0.07
40 - 44	\$0.14	\$0.09
45 - 49	\$0.24	\$0.15
50 - 54	\$0.36	\$0.26
55 - 59	\$0.69	\$0.45
60 - 64	\$1.28	\$0.74

Smokers Rate Schedule per \$1,000 Insured Benefit

Age Band	Males	Females
Under 35	\$0.12	\$0.06
35 - 39	\$0.14	\$0.08
40 - 44	\$0.23	\$0.13
45 - 49	\$0.44	\$0.21
50 - 54	\$0.67	\$0.37
55 - 59	\$1.25	\$0.65
60 - 64	\$2.18	\$1.11

From: Jack <jkoochin@hotmail.com>
Subject: Idling Bylaw; noise and air quality
To: Info City of Grand Forks

December-13-14 11:45:43 AM



To: Grand Forks Mayor and all City Councillors

Re: Idling Bylaw; noise and air quality

Dear Mayor and Council,

Congratulations on your recent election wins!

I'm really hoping we can establish a truly democratic city government, where the residents have a solid voice in how the city is run.

Speaking of which, I need your help with a current Grand Forks city bylaw; the Idling Bylaw. I haven't read the bylaw myself, but I submitted a couple of complaints in writing to the city about a neighbour of mine, and have personally spoken to bylaw officer Wayne Kopan about this matter.

The problem with the bylaw is that there is a provision which apparently allows unlimited idling if it's below zero degrees C. That's nuts. That renders the bylaw useless in wintertime, when most idling will occur anyways.

My neighbour has a noisy diesel pickup truck, and idles the thing for insane periods... I've timed it up to 55 minutes in cold weather! This can be at 11pm or most likely at 6, 7 or 8am. To allow unlimited idling is ridiculous, for both noise pollution and air quality concerns. The noise is what's really offensive in this case, and the neighbour just doesn't care about his bad effect on his neighbours. But the air quality issue alone is of major concern as well; the wintertime air quality in Grand Forks is worse than Los Angeles.

Please review this bylaw, which currently seems to be useless. There is no need to have vehicles, especially noisy ones, idling for any more than 5 minutes at any time, summer or winter. Perhaps there should also be some sort of special consideration for restriction on diesel trucks within the city limits.

Thank you for your help !

FILE CODE
Koochin, Jack re
C10 - Bylaw Review Idling,
(Noise, Air Quality) Noise & Air
Quality
WE3
4
Page 71 of 159

Best,

Jack Koochin

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 1836

A Bylaw to Regulate the Idling of Vehicles

WHEREAS pursuant to the Motor Vehicle Act, Council is authorized, by bylaw, to regulate, control, and prohibit the stopping, standing, or parking of vehicles in the municipality;

AND WHEREAS pursuant to the Community Charter, a municipality may, by bylaw, regulate prohibit and impose requirements with respect to the protection and enhancement of the well-being of its community in relation to the emission of smoke, fumes and other effluvia that is liable to foul or contaminate the atmosphere;

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

1. This Bylaw may be cited for all purposes as the “**City of Grand Forks Anti-Idling Bylaw.**”
2. In this bylaw:
 - a. “**Idle**” and “**Idling**” mean the operation of an internal combustion engine of a vehicle while the vehicle is not in motion;
 - b. “**Vehicle**” means a rubber-tired or tracked vehicle that is designated to be self-propelled by an internal combustion engine but does not include a motor-assisted cycle or a vehicle operated wholly, or in part, by an electric motor.
3. No person shall cause or permit a Vehicle to Idle for more than three (3) consecutive minutes.
4. Section 3 does not apply to:
 - a) Vehicles Idling while passengers are embarking or disembarking;
 - b) Vehicles Idling because of traffic, an emergency, or mechanical difficulties
 - c) Armoured Vehicles involved in the secure delivery and pick up of goods;
 - d) Emergency Vehicles, as that term is defined in the Motor Vehicle Act;

- e) Vehicles engaged in a parade or a race;
- f) Vehicles engaged in a mechanical test or maintenance procedure for which Idling is required;
- g) Vehicles that must remain Idling so as to power a heating or a refrigeration system for the preservation of perishable cargo;
- h) Vehicles that must remain Idling so as to power any tools or equipment necessary for or incidental to the provision of services by a municipality or a public utility; and
- i) Vehicles Idling if the outside temperature is below freezing or above 30 degrees celsius.

5.5.1 Every person who contravenes any provision of this Bylaw is guilty of an offence under the Offence Act and is liable on summary conviction to a fine of not less than \$250.00 and not more than \$10,000.

5.5.2 Each day that a contravention of the provisions of this Bylaw exists or is permitted to exist shall constitute a separate offence.

5. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

Read a **FIRST** time this 4th day of September, 2007.

Read a **SECOND** time this 4th day of September, 2007.

Read a **THIRD** time this 4th day of September, 2007.

FINALLY ADOPTED this 17th day of September, 2007.

Mayor Neil Krog

City Clerk – Lynne Burch

CERTIFICATE

I hereby certify the foregoing to be a true and correct copy of Bylaw No.1836, cited as "City of Grand Forks Anti-Idling Bylaw, 2007."

Clerk of the Municipal Council of the
City of Grand Forks

CORPORATION OF THE CITY OF GRAND FORKS

NOISE CONTROL BYLAW NO. 1963

A bylaw to provide for the regulation and prohibition of certain noises and sounds.

WHEREAS the *Local Government Act* provides Council with the authority, by bylaw, to regulate or prohibit the making or causing of certain noises or sounds within the Municipality-boundaries of the Corporation of the City of Grand Forks; and

WHEREAS the Council of the Municipality Corporation of the City Grand Forks, deems it necessary and desirable to regulate or prohibit noises or sounds, which disturb the quiet, peace, rest, enjoyment, comfort or convenience of neighbourhood persons in the vicinity, or the public;

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

1. Title

- 1.1 This bylaw may be cited for all purposes as the **Grand Forks Noise Control Bylaw No. 1963, 2013**".

2. Repeal

- 2.1. The City of Grand Forks Noise Control Bylaw, No. 1313 and all amendments thereto, are hereby repealed and replaced by this bylaw.

3. Definitions

3.1 In this bylaw:

- (a) **"Bylaw Enforcement Officer"** means every person(s) designated by Council as a Bylaw Enforcement Officer for the City or otherwise authorized under the *Offence Act*, and every Peace Officer;
- (b) **"City"** means the Corporation of the City of Grand Forks;
- (c) **"Council"** means the City Council of the City;
- (d) **"Highway"** includes a street, road, lane, bridge, viaduct and any other way open for the use of the public but does not include a private right-of-way on private property;

- (e) **“Municipality”** means the area within the City boundaries of the City;
- (f) **“Noise”** means any noise or sound that is objectionable, or disturbs, tends to disturb, or is liable to disturb, the quiet, peace, rest, enjoyment, comfort or convenience of the area, or of persons in the area, or the public and shall include, without limiting the generality of the foregoing, the noises and sounds specifically described elsewhere in this bylaw;
- (f) **“Owner”** means an owner or occupier of a parcel of land, or both;
- (g) **“Peace Officer”** shall have the same meaning as in the *Interpretation Act* and shall also include the person or persons who are appointed to enforce and administer this bylaw;
- (h) **“Person(s)”** includes any company, corporation, owner, partnership, firm, association, society or party;
- (i) **“Private Premises”** means the area contained within the boundaries of any privately owned or lease lot, parcel of land within the City and any building or structure situated within those boundaries, but where any lot or parcel contains more than one dwelling unit, each such dwelling unit shall be deemed to be separate private premises;
- (j) **“Property”** means land, with or without improvements, so affixed to the land as to make them in fact and in law, a part of it;
- (k) **“Public Place”** means streets, highways, parks, public squares, beaches, foreshore and all other land and building that not private premises.

4. Prohibited Noises and Sounds

- 4.1 No person(s) shall make or cause, or permit to be made or caused, in or on a highway or elsewhere in the City, any noise or sound which disturbs the quiet, peace, rest, enjoyment, comfort or convenience of the neighborhood, or of persons in the vicinity.
- 4.2 No owner, tenant or occupier of real property shall allow that property to be used so that a noise or sound, which originates from that property, disturbs the quiet, peace, rest, enjoyment, comfort or convenience of neighborhood, or of persons in the vicinity.
- 4.3 No person(s) shall keep any animal, which by its calls, cries, barks, or other noises disturbs the quiet, peace, rest, enjoyment, comfort, or convenience of neighborhood, or of persons in the vicinity.

4.4 Without limiting Sections 3 – 5 of this bylaw, the Council believes that the following noises or sounds are objectionable:

- (a) any calls, cries, barks, or other noises made by an animal which are audible outside the property where the animal is kept, between 11:00 p.m. and 7:00 a.m.;
- (b) any amplified music or speech which is audible outside the property where it originates or is reproduced, between 11:00 p.m. and 7:00 a.m.;
- (c) any noise caused or emanating from construction activity, including alterations, demolitions, and excavations between the hours of 8:00 p.m. and 7:00 a.m.;
- (d) any noise longer than 10 minutes caused or emanating from the operation of a parked or stopped diesel vehicle between 11:00 p.m. and 7:00 a.m.
- (e) any noise caused by the operation of motorized off-road vehicles is not permitted from 6:00 p.m. to 10:00 a.m.

and no person(s) shall cause or permit such noises or sounds to be made.

5. Exemption

5.1 This bylaw does not apply to:

- (a) police, fire, or other emergency vehicles proceeding upon an emergency;
- (b) the excavation, construction, or infrastructure work, or repairing of bridges, streets, highways, or lands by the City or agents acting on its behalf;
- (c) the operation of maintenance equipment by the City or agents acting on its behalf;
- (d) snow removal or highway cleaning operations;
- (e) the operation of a public address system required under a building or fire code;
- (f) a lawnmower, power gardening equipment or chainsaw operated between 7:00 a.m. and 9:00 p.m.;
- (g) a horn from a motor vehicle, boat or train where it is necessary to warn of danger or a hazard;
- (h) an event approved by resolution of Council provided it is within the terms

of that approval – ie: hours of operation.

6. Construction Hours

- 6.1 No person(s) in the City shall on any day, construct, erect, reconstruct, alter, repair or demolish any building, structure or thing or excavate or fill in land in any manner, whatsoever, which makes or causes noises or sounds in or on a highway or elsewhere in the City, which disturb, or tend to disturb, the quiet, peace, rest, enjoyment, comfort or convenience of the neighborhood or of persons in the vicinity, except during the following times:
- (a) Monday through Friday, between the hours of 7 a.m and 9:00 p.m.
 - (b) the erection, demolition, construction, reconstruction, alteration or repair of any building or structure between 7:00 a.m. and 10:00 p.m.;
 - (c) Saturdays, between the hours of 10:00 a.m. and 9:00 p.m.;
 - (d) Sunday and other holidays, between the hours of ten a.m. and 6:00 p.m.
- 6.2 The restrictions contained in this part may be waived or varied by a Permit in writing from the Bylaw Enforcement Officer of the Corporate Officer, granting approval to carry on the work that is found to be a case of urgent necessity and in the interest of public health and safety.

7. Inspections

- 7.1 A Bylaw Enforcement Officer may enter on any property at any reasonable time for the purpose of ascertaining whether the regulations and requirements of this bylaw are being observed.
- 7.2 No person(s) shall obstruct a Bylaw Enforcement Officer from entering property under Section 9.

8. Offences and Penalties

- 8.1 (a) Any person(s) who contravenes this bylaw is liable upon summary conviction to a fine not exceeding \$2,000.00. Every day that infraction of this bylaw continues shall constitute a separate offence.
- (b) Every person or persons, who violates or breaches or who causes or allows to be violated or breached any of the provisions of this bylaw shall be guilty of an offence against this bylaw and each day that such violation is caused or allowed to continue shall constitute a separate offence.

- (c) After the first contact is made and the violation continues to exist every half hour thereafter, constitutes a new offence, as per Schedule 2 of the Municipal Ticketing Information bylaw.

9. Severability

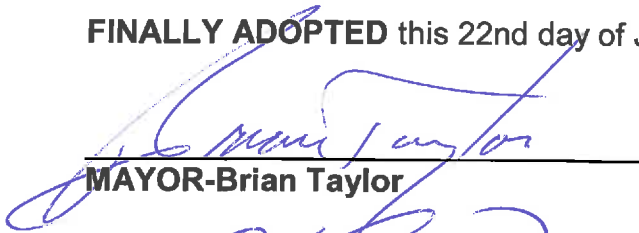
- 9.1 If any portion of this bylaw (including without limitation all or part of Section 7) is held to be invalid by a Court of competent jurisdiction, such invalidity shall not affect the remaining portions of the bylaw.

READ a first time this 24th day of June, 2013.

READ a second time this 24th day of June, 2013.

READ a third time this 24th day of June, 2013.

FINALLY ADOPTED this 22nd day of July, 2013.


MAYOR-Brian Taylor


CORPORATE OFFICER-Diane Heinrich

C E R T I F I C A T E

I hereby certify the foregoing to be a true copy of the Grand Forks Noise Control Bylaw No. 1963, 2013, as passed by the Council of the City of Grand Forks on the 22nd day of July, 2013.

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

SCHEDULE 2

COLUMN 1	<u>Bylaw No. 1681 "Noise Control Bylaw"</u>	COLUMN 2	COLUMN 3
<u>Offence</u>	<u>Section</u>	<u>Fine</u>	
Noise which disturbs	3	\$100.00	
Noise which disturbs form Private Property	4	\$100.00	
Amplification equipment which disturbs	6(b)	\$100.00	
Animal Noise	6(a)	\$100.00	
Bird Noise	6(a)	\$100.00	
Operating equipment during restricted hours	6(c)	\$100.00	
Operating engine during restricted hours	6(d)	\$100.00	
Construction noise during restricted hours	8(a)	\$100.00	
Construction noise during restricted hours (Saturday)	8(b)	\$100.00	
Construction noise during restricted hours (Sunday)	8(c)	\$100.00	
Noise which disturbs	11(c)	\$100.00	
Noise which disturbs form Private Property	11(c)	\$100.00	

THE CORPORATION OF THE CITY OF GRAND FORKS



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

December 16th, 2014

District of Hudson's Hope
9904 Dudley Drive
Hudson's Hope, BC
V0C 1V0

Sent via email to: mayor@husdonshope.ca

Dear Mayor Johansson:

Thank-you for your recent correspondence with regard to your concerns to the proposed Site C Dam Project that is proposed for your area.

At our Regular Meeting on December 15th, 2014, Grand Forks Council adopted a resolution to write this letter of support for your request to place a one year moratorium on the decision of whether to proceed with Site C.

As a project of this caliber impacts small communities such as yours, it would be prudent for the province to allow this additional year prior to making their final decision.

The City of Grand Forks wishes your community the best of luck in your endeavours.

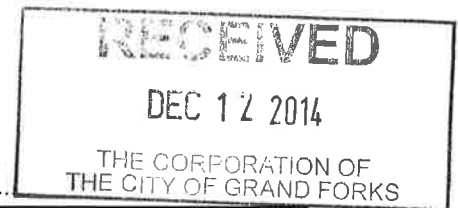
Best regards,

A handwritten signature in black ink, appearing to read "Frank Konrad". The signature is fluid and cursive, written over a white background.

Frank Konrad
MAYOR

WE4, SOII-January 12, 2015 – Response to District of Hudson's Hope as per Council resolution December 15th, 2014

From: [REDACTED] Thistle <Thistle@shaw.ca> December-11-14 9:02:02 AM
Subject: Followup & News Release to Proclaim 'A Day For Our Common Fut...
To: [REDACTED] Thistle <Thistle@shaw.ca>
Bcc: [REDACTED] Info City of Grand Forks
Attachments: [REDACTED] Proclamation, A Day For Our Common Future, VICCS, Dec 11 20...



To: Local and Regional Governments, British Columbia

c.c.: BC Members of the Legislative Assembly
Members of Parliament across Canada

Re: Followup & News Release to Proclaim 'A Day For Our Common Future'

- December 11th, 2014

December 11/14

Dear Mayor & Council, and Regional Directors,

Please find below our news release, reporting on local government support and initiatives following our invitation to Proclaim December 11th 'A Day For Our Common Future'.

Just yesterday we also received a Proclamation confirmation from the Town of Ladysmith, on the 49th parallel here on Vancouver Island. We encourage all local governments to continue to consider ways they might support sustainable development efforts in their communities.

We have some ideas to share, and hope you will too. Please don't hesitate to be in touch if we can be of assistance.

All the best on this 27th anniversary of Our Common Future!

FILE CODE
WES
Vanc. Island & Coast
VI - Conservation Society re
Followup & News to Proclamation
Page 85 of 159

Laurie Gourlay
President, VICCS

Vancouver Island and Coast Conservation Society
P.O. Box 333, Cedar, B.C., V9X 1W1, (250 722-3444), <
www.viccs.vcn.ca>

Press Release
FOR IMMEDIATE
RELEASE
December 9, 2014

Seven BC Cities Proclaim December 11th 'A Day For Our Common Future'

CEDAR – "As a society we think many promising answers to present challenges lie in working locally for global solutions," says Laurie Gourlay, President of the Vancouver Island and Coast Conservation Society.

Seven cities in British Columbia have just signed the VICCS Proclamation to support December 11th as 'A Day For Our Common Future' (see Proclamation , attached). Representing approximately 615,000 BC residents the cities include Burnaby, Richmond, North Vancouver, Oak Bay, Nanaimo, Parksville and Campbell River.

“With the Mayors and Council of almost 15% of BC's population formally in support the Vancouver Island and Coast Conservation Society couldn't be more pleased,” says Gourlay. “Interest is growing, and solutions are being sought for a balanced approach to growth and development.

In late November the non-profit society circulated the Proclamation to BC

municipalities, asking that they recognize the 1987 anniversary of 'Our Common Future' having been received by the United Nations. Prepared by the World Commission on Environment and Development this report prompted nations around the world to begin working together for sustainable development.

"The Proclamation recalls the contribution that sustainable development makes to our long-term economic, social, ecological and cultural goals," Gourlay states. "And that Canada played a critical role in fostering and writing Our Common Future."

The Vancouver Island and Coast Conservation Society has also written to Prime Minister Harper and to all Members of Parliament, drawing attention to recent G20 Summit concerns as well as remarks made by the UN Secretary General Ban Ki-moon just prior to this week's Climate Change Conference in Lima, Peru.

"As we look forward to 2017 we expect to see many ways that Canadians can celebrate our nation's 150th birthday of Confederation," the VICCS letter notes. "It would say much to the world, and to Canada's vision as a community of communities, if we also recognized the 30th anniversary of 'Our Common Future' - December 11th 2017."

In this respect one of the specific goals of the Proclamation raises attention to the adverse effects of climate change, recommending increased support for adaptation, mitigation and climate-smart development.

"Overall we believe the Proclamation offers a practical, positive and solution-oriented approach which reflects the interests of Canadians from all walks of life," Gourlay adds. "We're looking for healthy ways to achieve sustainable development - economic, social, environmental and cultural initiatives for everyone's benefit."

With the goal of encouraging cross-Canada participation VICCS intends to increase national interest in the Proclamation over the next few years, as well as local efforts for sustainable development. "By 2017 we hope all

Canadians will be looking to our common future, and what we might achieve together - in cooperation and partnership," says Gourlay.

- 30 -

For more information:

Laurie Gourlay
President, VICCS
(250 722-3444)

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~~~~~  
"All would be better off if each person took into  
account the effect of his or her acts upon others."  
World Commission on Environment & Development  
~~~ Our Common Future, 1987 ~~~  
~~~~~



**‘A DAY FOR OUR COMMON FUTURE’  
DECEMBER 11TH, 2014**

**PROCLAMATION**



***WHEREAS:*** *our long-term economic, social, ecological and cultural goals form the four pillars of sustainable development,*

***WHEREAS:*** *the UN General Assembly formally adopted the tenets of sustainable development on December 11<sup>th</sup> 1987 when Norwegian Prime Minister Gro Harlem Brundtland presented the report, ‘Our Common Future’, on behalf of the World Commission on Environment and Development,*

***WHEREAS:*** *sustainable development is defined as, "Development that meets the needs of the present without compromising the ability of future generations to meet their own needs",*

***WHEREAS:*** *Canada played a critical role in fostering and writing Our Common Future,*

***WHEREAS:*** *recent reports warn that adverse effects of climate change are likely to undermine sustainable, and all development efforts and goals - recommending increased support for adaptation, mitigation, inclusive green growth and climate-smart development,*

***WHEREAS:*** *communities are most able to meet their needs by practicing sustainable development which incorporates a resilient resource base with a secure, long-term food and water supply,*

***WHEREAS:*** *efforts to protect our lands and waters include measures for conservation, biodiversity, habitat and watershed protection that integrate renewable resource, climate-adaptive and sustainable development initiatives,*

***WHEREAS:*** *a healthy approach to sustainable development will find ways to bring a balanced growth that meets economic, social, environmental and cultural goals for everyone's benefit,*

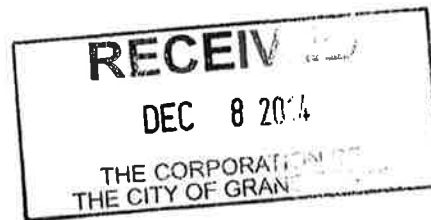
***& WHEREAS:*** *residents, businesses, governments and communities have opportunity to implement recommendations that balance our society's needs, and nature's needs, while furthering global goals for sustainable development.*

***NOW THEREFORE,*** *....., hereby proclaims December 11th 2014, to be known as:*

***“A DAY FOR OUR COMMON FUTURE”***



Gene Koch  
5955 Kenmore Road  
Grand Forks BC V0H1H4



Telephone and fax (250) 442 3959  
email: a3a16657@gmail.com

December 7th 2014

DELIVERED BY HAND

City of Grand Forks  
PO Box 220 - 6350 2nd Street  
Grand Forks, BC  
V0H 1H0

Attention: Mayor / Council

Dear Sirs/Mesdames:

Re: Information - Universal Water Metering Project

I have enclosed a copy of a November 25th 2014 letter from the office of the BC Ombudsperson. The letter was in response to a complaint I had registered and concerning my objection to the method and process being undertaken at that time with respect to the water metering project.

I note in paragraphs 3 and 4 of the attached the following comments, "The plumbing code does indeed require a licenced plumber to make alterations to a home's plumbing" and "... would mean that the work would be done by licenced plumbers."

My question to your office is simply, did the contractor who undertook the installation of the water meters actually meet that legal requirement? If it did not, is there any right of offset which can be applied to amounts claimed or owing, or is there any recourse which the City could claim?

Thank you for your assistance in this regard.

Yours truly,

Gene Koch

**FILE CODE**  
*Koch, Gene re*  
*CIO - Water Meter*  
*(Water...) Project Info.*  
Page 81 of 211  
Page 91 of 159

November 25, 2014  
File: 14-134382

Mr. Gene Koch  
5955 Kenmore Road  
GRAND FORKS BC V0H 1H4

Dear Mr. Koch:

I am writing to you about your complaint about the City of Grand Forks. You complained to us about the City's contractor is using unlicensed plumbers to install water meters. I am writing to tell you that I am declining to investigate your complaint.

You initially had complained to us that the City of Grand Forks had publicly announced that certified water meter installers were going to be installing water meters in homes pursuant to a recently passed bylaw. You told us that the BC Plumbing code required licence plumbers to perform the work. You also explained that a water meter had not yet been installed in your home.

I reviewed the BC Plumbing Code, and the publically available information both on the City website, and also on the contractor's website. Both websites state that all of the work will be done in accordance with the BC Plumbing Code by certified water meter installers. The plumbing code does indeed require a licenced plumber to make alterations to a home's plumbing.

The information from the City states that the Plumbing Code will be followed. This would mean that the work would be done by licenced plumbers. That someone is certified to install a certain water meter does not mean that they are not plumbers.

At this stage you have not provided me with any evidence to show that the people who have installed meters are not plumbers. Your home has not yet had a meter installed. Further, you explained to me that you understood that, should an unlicensed plumber try to install a water meter the BC Building Code Appeal Board would be prepared to hear the complaint, should the complaint not be addressed by the City directly. At this stage it appears that the process is not complete, and there are several places to take a potential complaint, before it is appropriate for our office to consider it.

In the circumstances of this case bringing a complaint to our office appears to be premature. In the circumstances I am declining to investigate your complaint.

If you have any questions about this letter, or wish to speak with me directly please feel free to call me at (250) 953-4171. You can reach me toll free by calling Enquiry BC at 1-800-663-7867 and asking to be connect to my direct line.

Yours sincerely,



Chris Biscoe  
Ombudsperson Officer

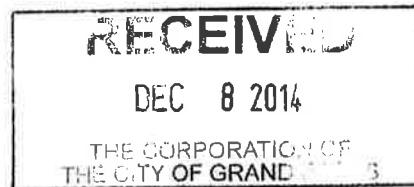
13 The Ombudsperson may refuse to investigate or cease investigating a complaint if, in the opinion of the Ombudsperson, any of the following apply:

- (e) having regard to all the circumstances, further investigation is not necessary in order to consider the complaint;

R.S.B.C. 1996



Gene Koch  
5955 Kenmore Road  
Grand Forks BC V0H1H4



Telephone and fax (250) 442 3959  
email: a3a16657@gmail.com

December 7th 2014

DELIVERED BY HAND

City of Grand Forks  
PO Box 220 - 6350 2nd Street  
Grand Forks, BC V0H 1H0

Attention: Mayor / Council

Dear Sirs/Mesdames:

Re: Termination of Douglas Allin

I am in receipt of the Management Contract dated July 25th 2012, however, amended to be effective October 28th 2013 between the City and Douglas Allin, Employee, pursuant to an application under the Freedom of Information Act.

I also note the press release on November 24th 2014 information which states that Mr. Allin was "no longer with the city". Assuming this was a termination "without cause" I submit the following questions:

My questions refer directly to that document and are as follows:

1. I note in paragraph 4, sub item c), "... pay the employee relocations costs, from Peachland ..."

a) Is the City taking responsibility for return for this individual from Grand Forks to Peachland notwithstanding it is not part of the Contract?

b) From public records searches, I believe that Mr. Allin did not sell his property in Peachland following his acceptance of the position in Grand Forks - given the relatively short duration of his work in Grand Forks, does the City consider the relocation bone fide for purposes of pay for relocation? A further valid item - it is often practice to claim "real estate fees" as a moving cost - a recent Title Search of this individuals principal residence in Peachland shows it was purchased in May 2007 and remains in the same state of title to this date. My question, was any amount of real estate fee claimed in the relocation claim or subsequently?

2. I note the contract in paragraph 1 provides for a full year of "Annual Vacation" pay. Given the actual contract date appears to be October 28th 2013 and the press release is dated November 24th; does this mean that the settlement will include one year holiday pay (that

**FILE CODE**

WE3  
2

Koch, Gene re  
C10 - Termination of Douglas Allin  
(Comments \$600) Page 95 of 159

comment may be misconstrued; and may be the 5 week allotment), plus benefits, plus a severance component. My question is, did the individuals who drafted and signed the "termination with cause" notice actually cost the amount for this action? Did those individuals ask for and receive formal legal advice with respect to this settlement?

3. Paragraph 1, sub e) refers to 181 days sick leave; does the City have a policy for sick leave pay in the event of termination? If it does, may I have a copy of the policy document. I raise this only to clarify.

My estimation of cost to the City could be as large as 1 year "holiday", possibly 1 year "severance", possibly 2, plus 181 days "sick leave" plus a calculation for the additional benefits for medical, dental, extended health, life insurance, long term disability.

I doubt that many ordinary individuals living in Grand Forks and who will ultimately be expected to pay this are beneficiaries of something this rich.

I am as are probably most of you, familiar with Provincial Labour Standards which provide for 1 week severance for each year of employment, etc. I also realize that normal labor law provides for larger severance for higher paid individuals, considers family relocation, etc.

My question - has the City looked carefully at the legal implications and entitlements to this individual which I have provided and proffered above? I am assuming that something greater than 1 or 2 weeks severance has been offered.

As a final note, I realize that it appears the settlement, assuming it is final, was made in the dying days of the previous Mayor and Council. Does the current Mayor and Council know if there are any restrictions under the appropriate Act(s) governing behavior of same that would limit, or require additional consideration? If my assumption of the settlement will be in the range of something in excess of \$250,000 for the taxpayers, are there limits which would have restricted the previous Mayor and Council from that material of a commitment to be imposed on the subsequent Mayor and Council. Further, if the previous Mayor and Council did not receive independent legal advice (in writing) before considering such a settlement, it would appear to me to be a conflict if they were receiving advice from the former employee with whom they were negotiating?

I realize that certain things relating to salary, etc., are usually kept confidential, however, in this instance where individuals who receive more than \$100,000 per year are subject to those amounts being published, I believe the same criteria with respect to a settlement of this large of a figure should be made known to the public.

Thank you for your assistance in this regard.

Yours truly,

Gene Koch



# THE CORPORATION OF THE CITY OF GRAND FORKS



December 11th, 2014

Gene Koch  
5955 Kenmore Road  
Grand Forks, BC  
V0H 1H4

Dear Mr. Koch:

**Re: Letter of December 7<sup>th</sup>, 2014**

Thank you for your inquiry of December 7<sup>th</sup>, 2014.

At this time, any information regarding Mr. Allin's departure from the organization remains In-Camera. As per Section 90 (1) (a) of the Community Charter I am unable to respond to any questions that pertain to Mr. Allin's contract, or any agreement that may have been reached between him and Council when he left the organization.

Best regards,

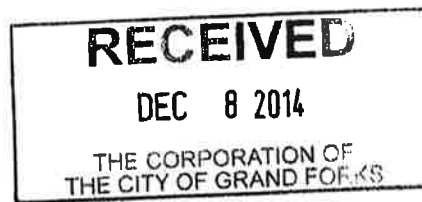
Sarah Winton  
Acting Corporate Officer

WE4, K1-Koch, letter re: Doug Allin

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



Gene Koch  
5955 Kenmore Road  
Grand Forks BC V0H1H4



Telephone and fax (250) 442 3959  
email: a3a16657@gmail.com

December 7th 2014

DELIVERED BY HAND

City of Grand Forks  
PO Box 220 - 6350 2nd Street  
Grand Forks, BC  
V0H 1H0

Attention: Mayor / Council

Dear Sirs/Mesdames:

Re: Grand Forks Gazette, Wednesday November 12, 2014 LEGAL NOTICE

I refer to the Legal Notice published in the Grand Forks Gazette on November 12th 2014 wherein Notice was provided of a Proposed Disposition of City Land by the Corporation of the City of Grand Forks - the proposal in the Legal Notice stated the sale was contemplated to "Emeral Developments Ltd."

I have enclosed a copies of a BC Registry Services search that states no such company exists, or has ever existed in British Columbia.

A further search has located a company called "Emeral Developments Corp." which formerly did exist, however, was struck from the Register on January 25th 2010. A subsequent search of the Court Services directory indicates that Emeral Developments Corp was the subject of several legal procedures including disputes with what would appear to be several creditors and a CIBC foreclosure.

If the "Emeral" referred to in the Legal Notice is indeed the "Emeral Developments Ltd.," a non-existent company, what amount of due diligence was completed to the Chief Administrative Officer to protect the interest of the City of Grand Forks prior to posting the Legal Notice?

Thank you for your assistance in this regard.

Yours truly,

Gene Koch

**FILED**

*WES*  
*Koch, Gene re*  
*C10 - GF Gazette Nov 12*  
*(Comments 400) Legal Notice*  
Page 69 of 211

# THE CORPORATION OF THE CITY OF GRAND FORKS

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



December 16, 2014

Gene Koch  
5955 Kenmore Road  
Grand Forks, BC  
V0H 1H4  
Email: [a3a16657@gmail.com](mailto:a3a16657@gmail.com)

Attention: Mr. Gene Koch,

**Re: Grand Forks Gazette – November 12, 2014 LEGAL NOTICE**

Thank you for your letter dated December 7, 2014 regarding your concern for the November 12, 2014 legal notice published in the Gazette regarding the disposal of land to Emerald Developments Ltd.

Your letter has been forwarded to the January 12, 2014 Regular meeting of Council for Council direction.

Yours truly,

Sasha J. Bird, AScT  
Manager of Development and Engineering

/sjb

# REQUEST FOR DECISION

— REGULAR MEETING —



**To:** Mayor and Council  
**From:** Chief Financial Officer  
**Date:** December 19, 2014  
**Subject:** Bylaw 2007 – The City of Grand Forks 2015 Revenue Anticipation Borrowing Bylaw  
**Recommendation:** **RESOLVED THAT COUNCIL** give first three readings to Bylaw No. 2007 – “The City of Grand Forks Revenue Anticipation Borrowing Bylaw – 2015”

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## **BACKGROUND:**

Bylaw 2007, the City's proposed 2015 Revenue Anticipation Borrowing Bylaw, was presented to the Committee of the Whole on December 15, 2014.

The Community Charter gives municipalities the authority to borrow money to cover obligations during the period between the beginning of the fiscal year, January 1st, and the property tax payment due date on the first working day after July 1st.

Although the City has enough cash on hand to cover its obligations for a considerable length of time, the adoption of an annual Revenue Anticipation Bylaw is a requirement of the City's banking contract with the Grand Forks and District Credit Union as it covers the City's \$2 million overdraft.

Bylaw 2007 is now presented for first three readings.

---

## **Benefits or Impacts of the Recommendation:**

**General:** This bylaw is a Statutory and Contractual requirement which allows for coverage of the City's overdraft.

**Strategic Impact:** N/A

**Financial:** The City currently has \$2 million in overdraft protection.

**Policy/Legislation:** This is an annual bylaw which is covered under Section 177 of the Community Charter and fulfils the requirement of the banking agreement with the Credit Union.

**Attachments:** Bylaw 2007 “The City of Grand Forks Revenue Anticipation Borrowing Bylaw - 2015”

---

# REQUEST FOR DECISION

— REGULAR MEETING —



**Recommendation:**

**RESOLVED THAT COUNCIL** give first three readings to Bylaw No. 2007  
— "The City of Grand Forks Revenue Anticipation Borrowing Bylaw –  
2015"

**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.**

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Department Head or CAO	Chief Administrative Officer

# THE CORPORATION OF THE CITY OF GRAND FORKS

## BYLAW NO. 2007

### **A Bylaw Authorizing the Corporation of the City of Grand Forks to Borrow the Sum of Two Million Dollars to Meet the Current Year's Expenditures**

=====

**WHEREAS** pursuant to Section 177 of the Community Charter, the Council of a Municipality may, by bylaw, provide for the borrowing of such sums of monies as may be necessary to meet the current lawful expenditures of the Municipality;

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

1. It shall be lawful for the Corporation of the City of Grand Forks to establish a line of credit to borrow upon the credit of the City, from the Grand Forks Credit Union, the sum, at any one time, of up to Two Million Dollars (\$2,000,000.00) in such amounts and at such times as may be required, bearing interest at a rate not exceeding the rate established for Municipalities, as set by the Grand Forks Credit Union from time to time.
2. That the money borrowed and interest thereon, shall be repaid on or before the 31st day of December 2015.
3. That the amounts so borrowed shall be a liability payable out of the City's revenues for the year ended December 31st, 2015.
4. That the form of the obligation to be given as an acknowledgment of the liability to the Grand Forks Credit Union shall be a promissory note(s) or overdraft lending agreement for sums as may be required from time to time, signed by the Mayor and the Chief Financial Officer of the City and shall bear the Corporate Seal and all such notes(s) or overdraft lending agreements shall be made payable on or before the 31st day of December, 2015.
5. This bylaw may be cited as the **"The City of Grand Forks Revenue Anticipation Borrowing Bylaw - 2015"**.

**Introduced** this 15th day of December, 2014

Read a **FIRST** time this 12<sup>th</sup> day of January, 2015

Read a **SECOND** time this 12th day of January, 2015

Read a **THIRD** time this 12th day of January, 2015

**FINALLY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Frank Konrad - Mayor

\_\_\_\_\_  
S. Winton – Corporate Officer

### **CERTIFICATE**

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 2007  
as passed by the Municipal Council of the Corporation of the  
City of Grand Forks on the \_\_\_\_ of \_\_\_\_\_.

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



# REQUEST FOR DECISION

— REGULAR MEETING —



**To:** Mayor and Council

**From:** Sasha Bird, Manager of Development & Engineering Services

**Date:** January 12, 2015

**Subject:** Subdivision and Development Repeal Bylaw No. 1424-R, 2014

**Recommendation:** **RESOLVED THAT** Council receive Subdivision and Development Repeal Bylaw No. 1424-R, 2014 and give the bylaw final reading.

---

**BACKGROUND:** The City of Grand Forks Subdivision and Development Bylaw No. 1424 was adopted in 1994 and requires updating to meet the current requirements for the regulation of subdivision, development and servicing of lands within the City of Grand Forks. The proposal is to have City Council repeal the existing bylaw and adopt a new bylaw which is similar to bylaws currently in use by other municipalities and cities in the Province, but structured to meet our community's needs.

At the October 6, 2014 Committee of the Whole meeting, the Committee recommended that Council receive Subdivision and Development Repeal Bylaw 1424-R, 2014 and refer the Bylaw to the Regular Meeting of Council, scheduled for October 20, 2014 for first, second and third readings.

After further consideration, Staff recommended that Council give first and second readings to Subdivision and Development Repeal Bylaw No. 1424-R, 2014, at this time, to allow for public consultation with respect to Subdivision, Development and Servicing Bylaw No. 1970, prior to giving this repeal Bylaw third and final readings.

At the October 20, 2014 Regular Meeting, Council received Subdivision and Development Repeal Bylaw No. 1424-R, 2014 and gave first and second readings to the bylaw.

Staff advertised the proposed adoption of Subdivision, Development and Servicing Bylaw No. 1970 in the Grand Forks Gazette for two consecutive weeks, on October 29, 2014 and November 4, 2014, for inspection and comment by the public. Copies of existing and proposed bylaws were made available both on the City's website and, in a hard copy format, at the two office locations. No comments were received from the public.

At the December 15, 2014 Regular meeting, Council gave third reading to Subdivision and Development Repeal Bylaw No. 1424-R.

---

## **Benefits or Impacts of the Recommendation:**

**General:** The objective is to rescind Subdivision and Development Bylaw No. 1424, 1994 and all amendments thereto.

# REQUEST FOR DECISION

— REGULAR MEETING —



- Strategic Impact:** To allow for the adoption of an updated bylaw that reflects current requirements and facilitates efficient and up-to-date management of subdivision, development and servicing within the City.
- Financial:** The City will have the ability to better manage subdivision, development and servicing within the City and forecast financial requirements more accurately.
- Policy/Legislation:** Council's authority to amend or repeal bylaws comes from the Community Charter.
- Attachments:** Draft – Subdivision and Development Repeal Bylaw No. 1424-R

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**Recommendation:** **RESOLVED THAT** Council receive Subdivision and Development Repeal Bylaw No. 1424-R, 2014 and give the bylaw final reading.

---

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

	
Department Head or CAO	Chief Administrative Officer

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 1424-R

A BYLAW TO REPEAL THE SUBDIVISION AND DEVELOPMENT  
BYLAW NO. 1424, 1994

=====

**WHEREAS** it is deemed necessary and expedient to repeal Bylaw No. 1424 in its entirety;

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

1. That Bylaw No. 1424, cited for all purposes as the "Subdivision and Development Bylaw No. 1424, 1994" and all amendments thereto, be hereby repealed.
2. This bylaw may be cited as "**The City of Grand Forks Subdivision and Development Repeal Bylaw No. 1424-R, 2014**".

Read a **FIRST** time this 20<sup>th</sup> day of October, 2014.

Read a **SECOND** time this 20<sup>th</sup> day of October, 2014.

Read a **THIRD** time this 15<sup>th</sup> day of December, 2014.

FINALLY ADOPTED this 12<sup>th</sup> day of January, 2015.

---

Mayor Frank Konrad

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Sarah Winton – Acting Corporate Officer

## **C E R T I F I C A T E**

I hereby certify the foregoing to be a true copy of Bylaw No. 1424-R as adopted by the Municipal Council of the City of Grand Forks on the 12<sup>th</sup> day of January, 2015.

---

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

---

Date

# REQUEST FOR DECISION

— REGULAR MEETING —



**To:** Mayor and Council

**From:** Sasha Bird, Manager of Development & Engineering Services

**Date:** January 12, 2015

**Subject:** Subdivision, Development and Servicing Bylaw No. 1970

**Recommendation:** **RESOLVED THAT COUNCIL** give final reading to Subdivision, Development and Servicing Bylaw No. 1970, 2014.

---

**BACKGROUND:** The City of Grand Forks Subdivision and Development Bylaw No. 1424 was adopted in 1994 and requires updating to meet the current requirements for the regulation of subdivision, development and servicing of lands within the City of Grand Forks. The proposal is to have City Council repeal the existing bylaw and adopt a new bylaw which is similar to bylaws currently in use by other municipalities and cities in the Province, but structured to meet our community's needs.

At the October 6, 2014 Committee of the Whole, the Committee recommended that Council receive the Subdivision, Development and Servicing Bylaw No. 1970, 2014 and refer the Bylaw to the Regular meeting of Council scheduled for October 20, 2014 for first, second and third readings.

After further consideration, Staff recommended that Council give first and second readings to Subdivision, Development and Servicing Bylaw No. 1970, 2014, to allow for public consultation with respect to the Bylaw, prior to giving the Bylaw third reading.

At the October 20, 2014 Regular meeting, Council received the Subdivision, Development and Servicing Bylaw No. 1970, 2014 and gave first and second readings to the Bylaw.

Staff advertised the proposed adoption of the new bylaw in the Grand Forks Gazette for two consecutive weeks, on October 29, 2014 and November 4, 2014, for inspection and comment by the public. Copies of the existing and proposed bylaws were made available both on the City's website and, in a hard copy format, at the two office locations. No comments were received from the public.

At the December 15, 2014 Regular meeting, Council gave third reading to Subdivision, Development and Servicing Bylaw No. 1970.

---

**Benefits or Impacts of the Recommendation:**

**General:** The objective is to rescind Subdivision and Development Bylaw No. 1424, 1994 and all amendments thereto and adopt Subdivision, Development and Servicing Bylaw No. 1970, 2014.

# REQUEST FOR DECISION

— REGULAR MEETING —



**Strategic Impact:** To allow for the adoption of an updated bylaw that reflects current requirements and facilitates efficient and up-to-date management of subdivision, development and servicing within the City.

**Financial:** The City will have the ability to better manage subdivision, development and servicing within the City and forecast financial requirements more accurately.

**Policy/Legislation:** Council's authority to adopt and administer this bylaw comes from the Community Charter and the Local Government Act, respectively.

**Attachments:** Subdivision, Development and Servicing Bylaw No. 1970, 2014, without Schedules.



\*Due to the size of the entire bylaw including Schedules, it has been made available for viewing on the Grand Forks website: [www.grandforks.ca](http://www.grandforks.ca) and hard copies are available at the City Hall locations: 7217 – 4<sup>th</sup> Street and 7425-5<sup>th</sup> Street (until January 6, 2015).

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**Recommendation:** **RESOLVED THAT COUNCIL** give final reading to Subdivision, Development and Servicing Bylaw No. 1970, 2014.

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

	
Department Head or CAO	Chief Administrative Officer

**CITY OF GRAND FORKS  
SUBDIVISION, DEVELOPMENT &  
SERVICING BYLAW NO. 1970**

**TABLE OF CONTENTS**

TABLE OF CONTENTS .....	1
PART 1 INTRODUCTION.....	3
1.1 Short Title .....	3
1.2 Repeal .....	3
PART 2 INTERPRETATION.....	3
2.1 Purpose .....	3
2.2 Definitions.....	3
2.3 Standards of Measure .....	10
2.4 Severability .....	10
2.5 Schedules.....	10
2.6 Master Municipal Construction Document (MMCD) .....	11
2.7 Applicability .....	11
PART 3 MINIMUM HIGHWAY FRONTAGE .....	11
PART 4 CONNECTION TO COMMUNITY SYSTEMS .....	11
4.1 Connection to the Community Water System .....	11
4.2 Connection to the Community Sewer System .....	11
4.3 Connection to the Community Drainage System .....	12
4.4 Connection to an Electrical Utility System .....	12
PART 5 SERVICING REQUIREMENTS FOR SUBDIVISIONS AND DEVELOPMENTS.....	12
PART 6 FEES AND SECURITY .....	13
6.1 Fees and Payment of Charges .....	13
6.2 Development Approval Fees .....	13
6.3 Works and Services Security.....	14
6.4 Maintenance Security .....	14
PART 7 GENERAL PROVISIONS.....	15
7.1 Compliance .....	15
7.2 Project Supervision and Certification.....	15
7.3 Rights-of-Way and Easements.....	15

7.4	Consulting Engineer .....	15
7.5	Cost of Services .....	16
7.6	Latecomer .....	16
7.7	Transfer of Ownership .....	16
7.8	Stop Work Order .....	16
7.9	Record Drawings .....	16
PART 8	ENFORCEMENT .....	17
8.1	Access.....	17
8.2	Violation.....	17
8.3	Penalties.....	17
8.4	Remedial Powers .....	17
PART 9	REPEAL.....	17
PART 10	EFFECTIVE DATE.....	18

Schedule A – Works and Services Requirements  
Schedule B – Submissions and Approvals  
Schedule C – Roadway Classification Map  
Schedule D – Hillside Development Design Criteria

Schedule 1 – Roads  
Schedule 2 – Storm Drainage  
Schedule 3 - Water  
Schedule 4 – Sanitary Sewer  
Schedule 5 – Electrical  
Schedule 6 – Retaining Walls and Alterations  
Schedule 7 – Landscaping  
Schedule 8 – Quality Control and Assurance  
Schedule 9 – Supplemental Specifications to MMCD  
Schedule 10 – Standard Drawings  
Schedule 11– Engineering Drawing Submissions



**THE CORPORATION OF THE CITY OF GRAND FORKS**  
**SUBDIVISION, DEVELOPMENT AND SERVICING BYLAW NO. 1970**

A BYLAW TO REGULATE AND REQUIRE THE PROVISION OF  
WORKS AND SERVICES IN RESPECT TO THE SUBDIVISION,  
DEVELOPMENT AND SERVICING OF LAND WITHIN THE  
CORPORATION OF THE CITY OF GRAND FORKS.

---

**WHEREAS** pursuant to the Local Government Act, a local government may by bylaw, regulate and require the provision of works and services for the subdivision, development and servicing of land;

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

**PART 1 INTRODUCTION**

**1.1 Short Title**

This bylaw may be cited as the "City of Grand Forks Subdivision, Development and Servicing Bylaw No. 1970, 2014."

**1.2 Repeal**

The City of Grand Forks "Subdivision and Development Bylaw No. 1424, 1994", and all amendments thereto, is hereby repealed.

**PART 2 INTERPRETATION**

**2.1 Purpose**

The purpose of this bylaw is to establish standards for Works and Services which must be constructed and installed to service any Subdivision or Development of lands within the City of Grand Forks.

**2.2 Definitions**

**"Application for Subdivision"** means the information, documents, agreements, covenants and fees required for a Subdivision under this bylaw.

**"Approval, Final"** means the Approving Officer's affixation of his or her

signature to the Subdivision plan pursuant to the Land Title Act.

**"Approving Officer"** means the person appointed by the City as the Approving Officer under the Land Title Act, and includes his or her lawful designate.

**"Benefiting Lands"** means lands, other than lands that are the subject of the Owner's Application for Subdivision or Application for Development, that are capable of being connected to or serviced by Excess or Extended Services and are identified as such in a Latecomer Agreement.

**"Building Bylaw"** means the City of Grand Forks Building & Plumbing Bylaw No. 1964, 2013, as amended.

**"Building Inspector"** means the person appointed by the City as the Building Inspector under the Building Bylaw, and includes his or her lawful designates.

**"Building Permit"** means permission or authorization, in writing, by the Building Inspector to perform work regulated by the Building Bylaw and the British Columbia Building Code.

**"Certificate of Acceptance"** means a certificate issued by the City verifying that all conditions of this bylaw have been met by the Owner.

**"Certificate to Proceed with Construction"** means a notice issued by the Approving Officer authorizing the Owner to proceed with construction of the Works and Services.

**"Certificate of Substantial Completion"** means a certificate issued by the Consulting Engineer, certifying that Substantial Completion of all of the Works and Services has been achieved.

**"Certificate of Total Completion"** means a certificate issued by the Consulting Engineer, certifying that Total Completion of all of the Works and Services has been achieved.

**"Certified Irrigation Designer"** means an individual certified by the Irrigation Industry of British Columbia.

**"Chief Administrative Officer"** means the Chief Administrative Officer of the City, or designate.

**"City"** means the City of Grand Forks.

**"City Engineer"** means the Manager of Development & Engineering of the City, or his/her designate.

**"Community Drainage System"** means a system of works owned, operated and maintained by the Ministry of Transportation and Infrastructure or the City, designed and constructed to control the collection, conveyance and disposal of surface and other water.

**"Community Sewer System"** means a sanitary sewer or a system of sewage disposal works which is owned, operated and maintained by the City.

**"Community Water System"** means a system of waterworks which includes the water distribution and treatment facilities which are owned, operated or maintained by the City.

**"Construct" or "Construction"** means build, erect, install, repair, alter, add, enlarge, move, locate, re-locate, re-construct, upgrade, demolish, remove, excavate, or shore.

**"Consulting Engineer"** means a professional engineer, registered under the Engineers and Geoscientists Act.

**"Contract Documents"** means the contract documents between the Owner and its contractor in connection with the Construction of Works and Services.

**"Council"** means the Municipal Council of the Corporation of the City of Grand Forks.

**"Cul-de-sac"** means a highway with only one point of intersection with another and which terminates in a vehicular turning area.

**"Day"** means calendar day.

**"Design Drawings"** means the drawings identifying the Works and Services requirements of this bylaw, provided by the Owner and submitted to the City pursuant to an Application for Subdivision.

**"Develop" or "Development"** means any construction to which the Building Bylaw applies.

**"Electrical Utility"** means an electrical distribution system and includes all the structures, switchgear, transformers, poles, wires, cables, meters and related apparatus and facilities used in the receiving, distribution and measuring of electrical power and energy and which comprise the electrical distribution system. It also includes all land, easements, rights-of-way, buildings, vehicles, tools, or other things, which, by their necessity and usage, form an essential part of the electrical distribution system;

**"Excess or Extended Services"** means those Works and Services in respect

of:

- a) a portion of a Highway system that will provide access to Benefiting Lands; and
- b) a portion of a water, sewage or drainage system that will serve Benefiting Lands.

**"Estimated Cost of Works and Services"** means an estimate prepared by the Consulting Engineer that itemizes the fair market value of the Work and Services and which includes the value of all professional Fees for design, approvals, Construction period services and Record Drawings.

**"Fees"** means those fees payable to the City in connection with the Subdivision or Development of land, as prescribed by the City's "Grand Forks Development Cost Charge Bylaw No. 1425, 1994; "Planning Procedures and Fees Bylaw No. 1669, 2001; and Fees & Charges Bylaw No. 1958, 2014, as amended.

**"Frontage"** means that length of lot boundary which immediately adjoins a highway, other than a lane or walkway.

**"Highway"** means a street, road, lane, bridge, viaduct, walkway and any other way open to public use, but does not include an easement on private property.

**"Highway Reservation Agreement"** means an agreement between the Owner and the City, in the form prescribed by the City, as referred to in the Local Government Act.

**"Lane"** means a highway more than 3 metres but not greater than 8 metres in width, intended to provide secondary access to parcels of land. A lane is not to be considered a partial street.

**"Latecomer"** means an Owner of Benefiting Lands who wishes to connect to or use Excess or Extended Services prior to the expiration of a Latecomer Agreement to which the Benefiting Lands are subject, provided that a Latecomer who makes an Application for Subdivision, or an Application for Development, with respect to the Benefiting Lands, will also be considered an "Owner" of a Parcel or proposed Parcel for the purpose of this bylaw.

**"Latecomer Agreement"** means an agreement between the Owner and the City, in the form prescribed by the City, as referred to in Section 939 of the Local Government Act.

**"Latecomer Charges"** means those charges determined and imposed by the City and as defined by the Latecomer Agreement.

**"Lot"** means a parcel of land, including Crown Land, which is legally defined either by registered plan or description.

**"Maintenance Bond"** means:

- a) a deposit in the form of cash or a certified cheque provided for the Maintenance Period, or
- b) an unconditional irrevocable standby letter of credit in a form satisfactory to the City, expiring no earlier than one year from the date of issuance and providing for a right of renewal unless the bond or letter of credit is perpetual, issued to the City by a branch of a chartered bank, credit union or trust company.

**"Maintenance Period"** means:

- a) the period of one year from the date on which all obligations of the Owner and its Consulting Engineer(s) have been performed.
- b) with respect to Works and Services that appear to be incomplete, defective or deficient during the Maintenance Period referred to in a) above, the period of one year from the date on which such Works and Services are completed or corrected.

**"MMCD"** means the most current edition of the Master Municipal Construction Documents.

**"Medical Health Officer"** means the official appointed under the Health Act who has jurisdiction over the area in which the Subdivision is located.

**"Off-site Works and Services"** means Works and Services that are directly attributable to the Subdivision or Development and that will be owned and maintained by the City following issuance of the Certificate of Total Completion.

**"Owner"** means the registered Owner of an estate in fee simple, or his/her agent authorized in writing, and includes:

- a) the tenant for life under a registered life estate;
- b) the registered holder of the last registered agreement for sale; and
- c) the holder or occupier of land held in the manner as referenced in the Local Government Act.

**"Owner/Consulting Engineering Confirmation"** means a confirmation letter from the Owner and the Consulting Engineering Firm, in the form prescribed by the City.

**"Panhandle Lot"** means any lot which gains highway frontage through the use

of a narrow strip of land which is an integral part of the said lot (hereinafter called the "access strip").

**"Parcel"** means any lot, block, or other area in which land is held or into which land is held or subdivided, but does not include a Highway or portion thereof.

**"Preliminary Layout Review"** means such drawings, plans, information and documents as the Approving Officer requires, and in such form as is required by the City, to determine, on a preliminary basis:

- a) whether the proposed Subdivision would be against the public interest or otherwise unsuitable for Subdivision; and
- b) if not against the public interest or otherwise unsuitable for Subdivision, what the Owner must include in the Application for Subdivision Approval.

**"Preliminary Layout Review Letter"** means a letter from the Approving Officer to the Owner advising of the Approving Officer's response to Preliminary Layout Review information provided by the Owner.

**"Professional Engineer"** means a person who is registered or duly licensed as such under the provisions of the Engineers Act of British Columbia.

**"Public Access Route"** means Public Land located between or beside lots that will provide a connection between public roads or between public roads and open space or parks behind the lots fronting the public road.

**"Public Land"** means land owned by the Owner, Crown or City and land that, after Subdivision approval or title transfer, will be owned by the Crown or the City. Public Land may include, but is not limited to: boulevards, medians, traffic circles, storm water management facilities, public access routes, natural open spaces and parks.

**"Record Drawings"** means drawings prepared by and certified by the Consulting Engineer that record the location, properties and details of all Works and Services.

**"Road"** means the portion of a highway to be used for vehicular traffic movement.

**"Road Construction Permit"** means a permit issued by the City in connection with an application by an Owner to Construct Works and Services on, in or under a Highway or City lands, or to encroach upon a Highway or City lands in Constructing Works and Services on the Owner's lands.

**"SCP"** means the City of Grand Forks Sustainable Community Plan Bylaw No.

1919, 2011 as amended.

**"Service Application"** means an application made by the Owner to connect to the City's Works and Services, in the form prescribed by the City.

**"Servicing Agreement"** means an agreement between the Owner and the City made pursuant to Section 219 of the Land Title Act, in substantially the form attached to the City of Grand Forks Subdivision Procedures Manual, as referred to in the Local Government Act.

**"Statutory Declaration"** means the Owner's sworn declaration that all amounts relating to the Works and Services due and owing to third parties as of the date on which the Statutory Declaration is given have been paid, including all amounts owing to contractors and sub- contractors, and all assessments and levies under applicable legislation.

**"Statutory Right-of-Way Agreement"** means an agreement between the Owner and the City, in the form prescribed by the City, as referred to in the Land Title Act.

**"Subdivide" or "Subdivision"** means:

- a) the division of land into two or more Parcels whether by plan, apt descriptive words, or otherwise;
- b) the consolidation of Parcels into one Parcel by plan;
- c) the creation of a Highway or a portion of a Highway by plan; or
- d) a boundary adjustment between two parcels.

**"Subdivision Approval"** means the execution by the Approving Officer of a plan of Subdivision.

**"Substantial Completion"** means the stage of completion of all of the Works and Services when the Works and Services are ready to be used for their intended purpose, as determined by the Approving Officer.

**"Surveyor"** means a person currently licensed to practice by, and is in good standing with, the Association of British Columbia Land Surveyors.

**"Total Completion"** means when all Works and Services, including all incomplete, defective or deficient Works and Services that were apparent when the Certificate of Substantial Completion was issued have been completed or corrected, as certified by the Consulting Engineer and verified by the City.

**"Watercourse"** means any natural or artificial stream, river, creek, ditch channel, canal, conduit, culvert, drain, waterway, gully or ravine in which water flows in a definite direction or course, either continuously or intermittently, and has a definite channel, bed and banks and includes an area adjacent thereto subject to

inundation by reason of overflow or flood water.

**"Works and Services Agreement"** means a written agreement in a form prescribed by the City that describes the terms and conditions agreed upon between the City and the Owner relative to provision of Works and Services associated with a Subdivision or Development.

**"Works and Services"** includes: site grading, Highways, sidewalks, boulevards, boulevard crossings, transit bays, street lighting, wiring, water distribution systems, fire hydrants, sewage collection and disposal systems, drainage collection and disposal systems, engineering, record drawings and such other infrastructure or systems as may be provided within the City from time to time.

**"Zone"** means the zones identified and defined in City of Grand Forks Zoning Bylaw.

**"Zone Amending Bylaw"** means the bylaw passed by the City, following an application by the Owner in connection with the Subdivision or Development of the Owner's lands, to amend the City of Grand Forks Zoning Bylaw.

**"Zoning Bylaw"** means City of Grand Forks Zoning Bylaw No. 1606, 1999, as amended.

## **2.3 Standards of Measure**

Any equivalent imperial units of measure shown, in parenthesis, after metric units in any schedule to this bylaw are for information purposes only and do not form part of this bylaw.

## **2.4 Severability**

If any Part, Section, Paragraph or phrase of this bylaw is for any reason held to be invalid by the decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

## **2.5 Schedules**

The following schedules are attached to and form part of this bylaw.

- Schedule A Works and Services Requirements
- Schedule B Submissions and Approvals
- Schedule C Roadway Classification Map
- Schedule D Hillside Development Design Criteria
- Schedule 1 Roads
- Schedule 2 Storm Drainage
- Schedule 3 Water



- Schedule 4 Sanitary Sewer
- Schedule 5 Electrical
- Schedule 6 Retaining Walls and Alterations
- Schedule 7 Landscaping
- Schedule 8 Quality Control and Assurance
- Schedule 9 Supplemental Specifications to MMCD
- Schedule 10 Standard Drawings
- Schedule 11 Engineering Drawing Submissions

## **2.6 Master Municipal Construction Document (MMCD)**

All Works and Services shall be completed in accordance with the following portions of Volume II of the most recent version of the Master Municipal Construction Document, which shall form part of this bylaw, unless specifically modified herein.

- Specifications – Division 01, 03, 26, and 31 to 34 inclusive
- Standard Detail Drawings

## **2.7 Applicability**

This bylaw applies to all lands within the area incorporated as the City of Grand Forks.

## **PART 3 MINIMUM HIGHWAY FRONTAGE**

**3.1** Council delegates to the Approving Officer the power to exempt a Parcel, other than a panhandle Parcel, from the minimum Frontage requirement under the Local Government Act. For certainty, the Parcel Frontage is the dimension of a lot fronting directly upon the abutting Road right-of-way and any variance of the minimum Lot width specified in the Zoning Bylaw must be approved by development variance permit.

**3.2** Where the Owner seeks to vary the minimum Frontage or Lot width, a development variance permit must be obtained from Council.

## **PART 4 CONNECTION TO COMMUNITY SYSTEMS**

### **4.1 Connection to the Community Water System**

All water distribution or fire hydrant systems provided in accordance with this bylaw shall be connected to the Community Water System unless otherwise approved by the Approving Officer.

### **4.2 Connection to the Community Sewer System**

All sanitary sewage collection systems provided in accordance with this bylaw

shall be connected to the Community Sewer System unless otherwise approved by the Approving Officer.

#### **4.3 Connection to the Community Drainage System**

All drainage collection systems provided in accordance with this bylaw shall be connected to the Community Drainage System unless otherwise approved by the Approving Officer.

#### **4.4 Connection to an Electrical Utility System**

All electrical systems provided in accordance with this bylaw shall be connected to the electrical utility system servicing that area.

### **PART 5 SERVICING REQUIREMENTS FOR SUBDIVISIONS AND DEVELOPMENTS**

**5.1** Prior to Subdivision Approval or issuance of a Building Permit, the Subdivision or Development must be provided with Works and Services within the Subdivision or on the Parcel being Developed as prescribed in this Bylaw.

**5.2** Council delegates to the Approving Officer the authority to:

a) determine what Off-Site Works and Services are directly attributable to Subdivision or Development and are accordingly required in any particular case;

b) determine what Excess or Extended Services are required in connection with a Subdivision or Development;

c) determine whether the costs of those Excess or Extended Services are excessive such that the municipality cannot pay for those costs;

d) identify the benefiting properties in relation to Excess or Extended Services; and

e) determine what proportion of the costs associated with the Excess or Extended Services is associated with each benefiting property.

**5.3** Prior to Subdivision Approval or issuance of a Building Permit, the Subdivision or Development must be provided with Off-Site Works and Services as determined by the Approving Officer.

**5.4** The Approving Officer may require the Owner to provide to the City, cash in lieu of the required Works and Services. The amount of cash in lieu shall be approved by the Approving Officer but shall not exceed 100% of the value of the

design, construction, and installation of the required Works and Services. The Consulting Engineer may be required to prepare and submit the Estimated Cost of Works and Services to assist the Approving Officer in his/her evaluation.

**5.5** All Works and Services required as per Section 5.1 and Section 5.3 shall be provided to the standards prescribed in the Schedules of this bylaw.

**5.6** Despite Section 5.1 and Section 5.3, the Owner may obtain Subdivision Approval or a Building Permit prior to the provision of on-site and Off-Site Works and Services if the Owner provides security in accordance with Section 6.3 and enters into a Works and Services Agreement with the City.

### **5.7 Exemptions**

Despite Section 5.1 and Section 5.3, the Works and Services requirements of this bylaw do not apply to a Subdivision which creates only:

- a) a Highway dedication;
- b) park land;
- c) a Parcel for the installation of public utilities and related structures equipment; or
- d) a consolidation or a lot line adjustment, in which the number of buildable lots is not increased.

## **PART 6 FEES AND SECURITY**

### **6.1 Fees and Payment of Charges**

Final approval of the Subdivision, issuance of the Certificate to Proceed with Construction, issuance of a Preliminary Layout Review Letter, issuance of a Road Construction Permit, or issuance of a Building Permit, as the case may be, will not be issued by the City until all applicable fees and charges have been paid.

### **6.2 Development Approval Fees**

The Owner shall pay all engineering and legal fees as well as outside consulting costs incurred by the City relating to the Subdivision and servicing of the land, including detailed review and approval of the Design Drawings, monitoring the installation of the Works and Services, and the costs of connecting the Works and Services to the City's existing infrastructure.

Prior to issuance of the Certificate to Proceed with Construction, the Owner shall

pay to the City an amount equal to three **(4.0%)** of the estimated cost to construct the Works and Services as approved by the City.

### **6.3 Works and Services Security**

Final approval of the Subdivision or issuance of a Building Permit shall not be granted prior to the provision of Works and Services unless the Owner pays to the City a security in an amount equal to **one hundred and twenty five percent (125%)** of the Consulting Engineer's Estimate of the Cost of the Works and Services required for the proposed Subdivision or Development to meet the requirements of this bylaw.

The Owner shall be responsible for the actual cost of the Works and Services regardless of the adequacy of the security deposited with the City.

### **6.4 Maintenance Security**

The City shall:

- a) Return the security required pursuant to Section 6.2 of this bylaw, less **ten percent (10%)** to cover deficiencies during the one-year Maintenance Period.
- b) Establish the date of commencement of the one year Maintenance Period.
- c) Advise the Owner of the terms of the one year Maintenance Period.

All Works and Services required to be constructed or provided pursuant to the provisions of this bylaw shall remain the sole responsibility of the Owner until a Certificate of Acceptance has been issued by the City. The Owner shall maintain the works and repair or replace any defective works during the one year Maintenance Period. Should the Owner fail to maintain, repair or replace said works, the City may undertake such maintenance, repairs or replacement using the **ten percent (10%)** security provided for herein.

The Maintenance Period shall not commence until:

- a) Substantial Completion of the Works and Services has been achieved.
- b) The Record Drawings have been submitted by the Owner and approved by the Approving Officer.

Should the Maintenance Period commence between the period November 1 and March 31, the Approving Officer may require the Maintenance Period be extended so that it terminates on April 1 following the one year anniversary of the

commencement date of the Maintenance Period.

## **PART 7      GENERAL PROVISIONS**

### **7.1      Compliance**

No parcel may be Subdivided or Developed, unless the Subdivision or Development conforms to the provisions set out in this bylaw and other bylaws of the City.

### **7.2      Project Supervision and Certification**

All Consulting Engineers that are required as a condition of this Bylaw shall be on-site during the period(s) of construction of all works falling within their particular field of expertise. The Consulting Engineer responsible for the respective works shall, upon satisfactory completion of said works, provide the City with their written certification that they were, in fact, on-site during the period of construction of the works and that said works were installed meeting the requirements of this bylaw.

### **7.3      Rights-of-Way and Easements**

- 7.3.1 Works and Services constructed and installed under this bylaw must be located within dedicated highways or within statutory rights-of-way granted by the Owner in favour of the City or other agencies having jurisdiction.
- 7.3.2 Where Works and Services are not required to be constructed or installed under this Bylaw, the City may require rights-of-way to be granted by the Owner in favour of the City to allow for the eventual construction or installation of a system of water, sewer, or drainage works.
- 7.3.3 Where the Owner is required to grant rights-of-way to the City, the Owner must register the rights-of-way in the Land Title Office. The terms of the rights-of-way documentation are subject to the approval of the Approving Officer prior to registration.
- 7.3.4 Upon registration of the rights-of-way and before release of any security being held by the City, the Owner must submit a copy of the registered rights-of-way plan and agreement to the City.
- 7.3.5 All costs pertaining to the acquisition, surveying and registration of all rights-of-ways shall be at the expense of the Owner.

### **7.4      Consulting Engineer**

The Owner, at its expense, shall retain a Consulting Engineer to design, inspect,

test and certify all Works and Services.

## **7.5 Cost of Services**

All Works and Services required by this bylaw shall be constructed at the expense of the Owner.

## **7.6 Latecomer**

7.6.1 Where the Owner is required by the City to provide excess or extended services, the Owner is entitled to receive latecomer charges in accordance with:

- a) the Local Government Act, and
- b) the latecomer policy of the City, if applicable, and
- c) the latecomer agreement in a form acceptable by the Approving Officer.

7.6.2 The Approving Officer shall require the Owner to provide appropriate documentation and associated costs respecting potential latecomer eligible properties. The issuance of a Certificate to Proceed with Construction shall be withheld until receipt of the said information.

7.6.3 The interest rate applicable to latecomer charges as per the Local Government Act shall be calculated by the City at the time the latecomer agreement is signed, and shall be set by Bylaw and reviewed by Council from time to time.

## **7.7 Transfer of Ownership**

Works and Services constructed and installed under this bylaw become the property of the City or the agency having jurisdiction, subject to no encumbrances, on issuance of the Certificate of Acceptance.

## **7.8 Stop Work Order**

The Approving Officer or the Building Inspector may order:

- a) a person who contravenes this bylaw to comply with the bylaw within a time limit specified in the order;
- b) a person to stop construction on the work, or any part thereof, if such work is proceeding in contravention of this bylaw.

## **7.9 Record Drawings**

The Owner must submit Record Drawings following the completion of the Works and Services and prior to issuance of a Certificate of Total Completion.

If the Owner wishes to receive Subdivision Approval prior to submission of

required Record Drawings, tests results, service cards, inspection reports, video reports, maintenance and operations manuals, and professional certifications, such Approval may be granted at the sole discretion of the Approving Officer, subject to a deficiency holdback in an amount set by the Approving Officer pursuant to this bylaw.

## **PART 8      ENFORCEMENT**

### **8.1      Access**

The Approving Officer, Building Inspector, or such other person as designated, may enter at all reasonable times upon the lands for which an Application for Development or for Subdivision has been made, for the purpose of administering or enforcing this bylaw. No person shall prevent or obstruct any such official from the carrying out of these duties under this bylaw.

### **8.2      Violation**

a) It is an offence for any person to cause, suffer, or permit the Subdivision of land in contravention of this bylaw or otherwise to contravene or fail to comply with this bylaw.

b) It is an offence for any person to prevent or obstruct, or attempt to prevent or obstruct the authorized entry of the Approving Officer or other appointed employee, authorized under this bylaw.

### **8.3      Penalties**

Every person who violates a provision of this bylaw commits an offense and is liable upon summary conviction to a penalty not exceeding ten thousand dollars (\$10,000) and costs of prosecution. Every day of violation constitutes a separate offense.

### **8.4      Remedial Powers**

Council may authorize the demolition, the removal, or the bringing up to standard of any Works and Services in whole or in part, that are in contravention of this bylaw.

## **PART 9      REPEAL**

Bylaw No. 1424, Cited as City of Grand Forks "Subdivision and Development Bylaw No. 1424, 1994", and all amendments attached thereto are hereby repealed.

## **PART 10 EFFECTIVE DATE**

**10.1** This bylaw shall come into force and take effect upon the final reading and adoption thereof.

READ A FIRST TIME this 20<sup>th</sup> day of October, 2014.

READ A SECOND TIME this 20<sup>th</sup> day of October, 2014.

READ A THIRD TIME this 15<sup>th</sup> day of December, 2014.

FINALLY ADOPTED this 12<sup>th</sup> day of January, 2015.

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Mayor Frank Konrad

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Sarah Winton – Acting Corporate Officer

### **CERTIFICATE**

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1970, as passed by Municipal Council of the City of Grand Forks on the 12<sup>th</sup> day of January, 2015.

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

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Date Signed



# REQUEST FOR DECISION

## — REGULAR MEETING —



**To:** Mayor and Council  
**From:** Roger Huston, Manager of Operations  
**Date:** January 12<sup>th</sup>, 2015  
**Subject:** Electrical Utility Regulatory Repeal Bylaw No. 1543-R, 2014  
**Recommendation:** **RESOLVED THAT** Council approve Electrical Utility Regulatory Repeal Bylaw No. 1543-R, 2014 and give the bylaw third reading.

---

**BACKGROUND:** The City of Grand Forks Electrical Utility Regulatory Bylaw No. 1543 was adopted in 1998 and requires updating to meet the current requirements for management and maintenance of the electrical utility of Grand Forks. The proposal is to have City Council repeal the existing bylaw and adopt a new bylaw that is similar to bylaws currently in use by other municipalities and cities in the Province, but structured to meet our community's needs.

At the September 15, 2014 Regular Meeting, Council resolved to receive the introduction of the new Electrical Utility Regulatory Repeal Bylaw No. 1543-R, 2014 and refer the Bylaw to the Regular Meeting of Council scheduled for October 6<sup>th</sup>, 2014 for first, second, and third readings.

After further consideration, Staff recommended that Council give first and second readings to Electrical Utility Regulatory Repeal Bylaw No. 1543-R, 2014, to allow for public consultation with respect to the proposed Electrical Utility Regulatory Bylaw No. 1975, 2014, prior to giving the repeal bylaw third reading.

At the October 6<sup>th</sup>, 2014 Regular meeting, Council received Electrical Utility Regulatory Repeal Bylaw No. 1975, 2014 and gave first and second readings to the bylaw.

At the December 15, 2014 Regular Meeting of Council, Council resolved to refer the Electrical Utility Repeal Bylaw No. 1543-R, 2014 to the January 12<sup>th</sup>, 2015 Regular Meeting for third reading.

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### **Benefits or Impacts of the Recommendation:**

**General:** The objective is to rescind Electrical Utility Regulatory Bylaw No. 1543, 1998 and all amendments thereto.

**Strategic Impact:** To allow for adoption of an updated bylaw that reflects current requirements and allows for better management of City infrastructure.

# REQUEST FOR DECISION

— REGULAR MEETING —



**Financial:** The City will have the ability to better manage the supply and distribution of electricity in the City and forecast financial requirements more accurately.

**Policy/Legislation:** Council's authority to amend or repeal bylaws comes from the Community Charter.

**Attachments:** 1) Draft - Electrical Utility Regulatory Repeal Bylaw No. 1543-R, 2014

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**Recommendation:** **RESOLVED THAT** Council approve Electrical Utility Regulatory Repeal Bylaw No. 1543-R, 2014 and give the bylaw third reading.

---

**OPTIONS:**

1. COUNCIL COULD CHOOSE TO SUPPORT THE RECOMMENDATION.
2. COUNCIL COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION.
3. COUNCIL COULD CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.

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Department Head or CAO	Chief Administrative Officer

**THE CORPORATION OF THE CITY OF GRAND FORKS**

**BYLAW NO. 1543-R**

**A BYLAW TO REPEAL ELECTRICAL UTILITY REGULATORY  
BYLAW NO. 1543, 1998**

=====

**WHEREAS** it is deemed necessary and expedient to repeal Bylaw No. 1543 in its entirety;

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

1. That Bylaw No. 1543, cited for all purposes as the City of Grand Forks "Electrical Utility Regulatory Bylaw No. 1543, 1998" and all amendments thereto, be hereby repealed.
2. This bylaw may be cited as the "**City of Grand Forks Electrical Utility Regulatory Repeal Bylaw No. 1543-R, 2014**".

Read a **FIRST** time this 6th day of October, 2014.

Read a **SECOND** time this 6th day of October, 2014.

Read a **THIRD** time this 12<sup>th</sup> day of January, 2015.

**FINALLY ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor Frank Konrad

\_\_\_\_\_  
Acting Corporate Officer – Sarah Winton

**CERTIFICATE**

I hereby certify the foregoing to be a true copy of Bylaw No. 1543-R as adopted  
by the Municipal Council of the City of Grand Forks on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

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

\_\_\_\_\_  
Date

# REQUEST FOR DECISION

— REGULAR MEETING —



**To:** Mayor and Council  
**From:** Roger Huston, Manager of Operations  
**Date:** January 12, 2015  
**Subject:** Electrical Utility Regulatory Bylaw No. 1975, 2014  
**Recommendation:** **RESOLVED THAT** Council approve Electrical Utility Regulatory Bylaw No. 1975, 2014 and give the bylaw third reading.

---

**BACKGROUND:** The City of Grand Forks Electrical Utility Regulatory Bylaw No. 1543 was adopted in 1998 and requires updating to meet the current requirements for management and maintenance of the electrical utility of Grand Forks. The proposal is to have City Council adopt a new Electrical Utility Regulatory Bylaw which is similar to bylaws currently in use by other municipalities and cities in the Province, but structured to meet our community's needs.

The areas of significant change between the current bylaw and the proposed bylaw are:

- Updated definitions section to stay current with the manner in which the utility operates.
- Added clarity for meter locations and supply voltages offered. This will help to improve customer understanding on what is and is not available.
- Added a Residential Photo-Voltaic (PV) service to accommodate residents wanting to install solar PV systems and both purchase and sell energy to the electrical grid. Provisions have been made to limit the size of system and amount of energy that the utility may need to purchase to strike a balance between encouraging renewable energy without exposing the utility to undue amounts of high cost energy purchase.
- Defined rates for common service connections to provide clarity to customers around service fees. These fees are based on Nelson Hydro fee structure which in turn was based on an analysis of many actual connections. Individual services may be higher or lower cost but should on average work out to the base rate.
- Various wording revisions to reflect the current practices of most electric utilities.

At the September 15, 2014 Regular Meeting, Council resolved to receive the introduction of the new Electrical Utility Regulatory Bylaw No. 1975, 2014 and refer the Bylaw to the Regular Meeting of Council scheduled for October 6<sup>th</sup>, 2014, for first, second and third readings.

After further consideration, Staff recommended that Council give first and second readings to Electrical Utility Regulatory Bylaw No. 1975, 2014, to allow for public consultation with respect to the changes, prior to giving the Bylaw third reading.

# REQUEST FOR DECISION

— REGULAR MEETING —



At the October 6th, 2014 Regular meeting, Council received Electrical Utility Regulatory Bylaw No. 1975, 2014 and gave first and second readings to the Bylaw.

Staff advertised the proposed adoption of the new bylaw in the Grand Forks Gazette for two consecutive weeks, on October 29, 2014 and November 4, 2014, for inspection and comment by the public. Copies of the existing and proposed bylaws were made available both on the City's website and, in a hard copy format, at the two office locations. Two comments were received by email from the public (attached).

The City's electrical consultant recommended revisions to the bylaw, which included comments from the public, as follows:

- 1) SCHEDULE A: Replaced the Service Area map with a cleaner version.
- 2) SCHEDULE B, Section 11.1: Added a note of clarity on how to convert from kVA to kWAC.
- 3) SCHEDULE B, Section 11.3: Added the provision for other Independent Power Producer projects at the discretion of the electric utility.

Staff applied the recommended revisions to the attached draft bylaw.

At the December 15, 2014 Regular Meeting of Council, Council resolved to refer Electrical Utility Bylaw No. 1975, 2014 to the January 12<sup>th</sup>, 2015 Regular Meeting for third reading.

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## **Benefits or Impacts of the Recommendation:**

<b>General:</b>	The objective is to rescind Electrical Utility Regulatory Bylaw No. 1543, 1998 and all amendments thereto and to adopt an updated, legislated bylaw that is workable and enforceable by City staff.
<b>Strategic Impact:</b>	To update the Bylaw to reflect current requirements and allow for better management of City infrastructure.
<b>Financial:</b>	The City will have the ability to better manage the supply and distribution of electricity in the City and forecast financial requirements more accurately.
<b>Policy/Legislation:</b>	The Community Charter governs bylaws and amendments thereto.
<b>Attachments:</b>	1) Draft - Electrical Utility Regulatory Bylaw No. 1975, 2014

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# REQUEST FOR DECISION

— REGULAR MEETING —



**Recommendation:** **RESOLVED THAT** Council approve Electrical Utility Regulatory Bylaw No. 1975, 2014 and give the bylaw third reading.

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## OPTIONS:

1. COUNCIL COULD CHOOSE TO SUPPORT THE RECOMMENDATION.
2. COUNCIL COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION.
3. COUNCIL COULD CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.

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Department Head or CAO	Chief Administrative Officer

**THE CORPORATION OF THE CITY OF GRAND FORKS**

**ELECTRICAL UTILITY REGULATORY BYLAW NO. 1975**

**A bylaw to provide for the regulation and control of the Electrical Utility of the Corporation of the City of Grand Forks and impose rates, terms and conditions for supply of electricity service.**

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**WHEREAS** the Council of the Corporation of the City of Grand Forks considers it desirable and expedient to maintain an Electrical Department for the Grand Forks community and to make regulations for the supply of this service;

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

**1. TITLE**

- 1.1 This bylaw may be cited for all purposes as the **“City of Grand Forks Electrical Utility Regulatory Bylaw No. 1975, 2014.”**

**2. DEFINITIONS**

- 2.1 In this Bylaw, unless the content otherwise requires, the following definitions will apply:

**“Bi-Monthly”** means every two-month period;

**“City”** means the Corporation of the City of Grand Forks:

**“Chief Financial Officer”** means the Chief Financial Officer appointed by the City or his/her authorized deputy;

**“Customer”** means an Owner of real property to which electrical energy is supplied by the City;

**“Council”** means the elected Council of the Corporation of the City of Grand Forks;

**“Electrical Department”** is as defined in Section 3.3 of this bylaw;

**“Electrical Utility”** means the City’s electrical distribution system and includes all the structures, switchgear, transformers, poles, wires, cables, meters and related apparatus and facilities used in the receiving, distribution and measuring of electrical power and energy and which comprise the electrical distribution system. It also includes all land, easements, rights-of-way, buildings, vehicles,



tools, or other things, which, by their necessity and usage, form an essential part of the electrical distribution system;

**“Manager of Operations”** means the person appointed from time to time by the City to supervise the operations of the Electrical Utility or his authorized deputy or assistant;

**“Owner”** means the same as in the Community Charter, as amended from time to time;

**“Point of Delivery”** means the first point of connection between the City’s electrical distribution and the Customers’ electrical facilities. This will be at the service mast on overhead services (not including the attachment point for the overhead wire) and at property line on underground secondary services;

**“Power Factor”** means the percentage determined by dividing the Customer’s demand measured in kilowatts by the same demand measured in kilovolt-amperes;

**“Premises”** means the land occupied by the Customer together with any buildings, works, or improvements, which have been erected or constructed thereon;

**“Rate or Rates”** includes every toll, rate, security deposit, and interest on arrears or any other lawfully collectible charges applicable under this Bylaw for the provision and delivery of electricity in any form or services which are in any way related to the delivery of electricity;

**“Service”** means the supply of electricity from the City to any premises, and where the context requires, the electrical utility necessary to and actually used for the purposes of the supply;

**“Service Area”** means the area within the boundaries of the City currently serviced by the City’s Electrical Utility, as outlined in “Schedule A”;

**“Service Connection”** means that portion of the distribution system facilities extending from the City’s circuits on a public highway to the point of delivery. They include but are not necessarily limited to the following types:

- a) **“Overhead Service”** - That portion of an overhead service connection extending not more than 30 meters onto the Customer’s property and not beyond the first intermediate support on such property.
- b) **“Dip Service”** - A service connection provided from the City’s overhead circuits that is underground where it crosses the Customer’s property line.

- c) **“Underground Service”** - A service connection provided from the City's underground circuits;

**“Service Entrance”** is the point on the Customer's premises at which the point of delivery is between the City's system and the Customer's system;

**“Temporary Service”** means a service provided to meet a temporary need (no longer than 270 days connected) not to exceed 30 meters in length from the City's distribution and does not include the supply of a periodical or seasonal service requirement that may occur at the same location.

### **3. ADMINISTRATION**

- 3.1 The Electrical Utility shall be administered jointly by the Financial Administration Department and the Electrical Department, and the management of such departments shall be directly responsible to the Chief Administrative Officer.
- 3.2 The Financial Administration Department, under the control of the Chief Financial Officer, shall be totally responsible for the business management of the Electrical Utility. The department will be responsible for the control and management of all financial matters pertaining to the operation of the Utility and preparation of budgets, financial statements pertaining to the Electrical Utility operation, and for the preparation of all bills and accounts, and the collection of same, all in accordance with the rates and charges outlined in “Schedule C”, and the billing and collection regulations outlined in “Schedule D”, attached to this bylaw.
- 3.3 The Electrical Department, under the control of the Manager of Operations shall be responsible for the construction, maintenance and operation of all the properties and physical plant owned or controlled by the City, which are necessary for and pertinent to the proper operation of the Electrical Utility.

The Manager of Operations shall also be responsible for:

- a) all matters directly related to the supply of service to Customers of the Electrical Utility and the maintenance of good quality service to such Customers;
- b) determining that all works constructed by or for the Electrical Utility are in accordance with applicable requirements for electric utilities in the Province of British Columbia;
- c) ensuring, to the best of his/her ability, the safety of all employees of the Electrical Department and of the City who may be performing works related to the operation of the Electrical Utility;

- d) the enforcement of the "Electrical Service Regulations", as outlined in "Schedule B" of this bylaw. He/She shall also ensure that all policies, procedures and the works installed, constructed, altered, repaired or maintained for the Electrical Utility are done in such a manner as will cause minimal damage or danger to life or property of the employee or public at large. He/she shall be responsible at all times to the Chief Administrative Officer.

#### **4. TERMS AND CONDITIONS**

##### **4.1 The City's Responsibilities:**

- a) The City will endeavour to provide a regular and uninterrupted supply of electricity but it does not guarantee a constant supply of electricity or the maintenance of unvaried frequency or voltage and shall not be responsible or liable for any loss, injury, damage or expense caused by or resulting from any interruption, termination, failure or defect in the supply of electricity, whether caused by the negligence of the City, its servants or agents, or otherwise unless the loss, injury, damage or expense is directly resulting from the willful misconduct of the City, its servants or agents, provided, however, that the City, its servants and agents are not responsible for any loss of profit, loss of revenues or other economic loss even if the loss is directly resulting from the willful misconduct of the City, its servants or agents.

##### **4.2 The Customer's Responsibilities:**

- a) Every Customer shall comply with the terms and conditions set out in "Schedule B".
- b) Every Customer shall pay for the service in accordance with the rates and charges outlined in "Schedule C" of this bylaw.
- c) The Customer also agrees to pay for the service based on the Electrical Billing and Collection Regulations, outlined in "Schedule D" of this bylaw.
- d) If a Customer does not pay the fees and charges, outlined in all portions of this bylaw, on or before December 31st in the year that the rates or charges were due and payable, then those rates and charges will be added to and form part of the taxes payable on the property as taxes in arrears.
- e) The Customer is responsible for supplying all the information necessary to properly determine the service requirements.

- f) The Customer shall be responsible for the installation of the service entrance and the meter location, which shall be located at a point satisfactory to the City.

## 5. VIOLATIONS AND PENALTIES

- 5.1 Any person guilty of any violation or infraction of any of the provisions of this Bylaw (whether expressly declared or not), shall be liable, upon conviction, to a fine of not more than Two Thousand (\$2000.00) Dollars and costs of prosecution. The penalties imposed under this sub-Section supplement and are not a substitute for any other remedy to an infraction of this bylaw.

## 6. APPLICATION

- 6.1 This bylaw applies to all lands within the Service Area.

## 7. SEVERABILITY

- 7.1 If any Section, sub-Section, clause, sub-clause or phrase of this bylaw is for any reason held to be invalid by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this bylaw.

## 8. REPEAL

- 8.1 The City of Grand Forks “**Electrical Utility Regulatory Bylaw No. 1543, 1998**” and all amendments thereto are hereby repealed.

## 9. ENACTMENT

- 9.1 This bylaw is to take effect upon adoption by the Council of the Corporation of the City of Grand Forks.

Read a **FIRST** time this 6th day of October, 2014.

Read a **SECOND** time this 6th day of October, 2014.

Read a **THIRD** time this 12<sup>th</sup> day of January, 2015.

**FINALLY ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Mayor Frank Konrad

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Acting Corporate Officer – Sarah Winton

**CERTIFICATE**

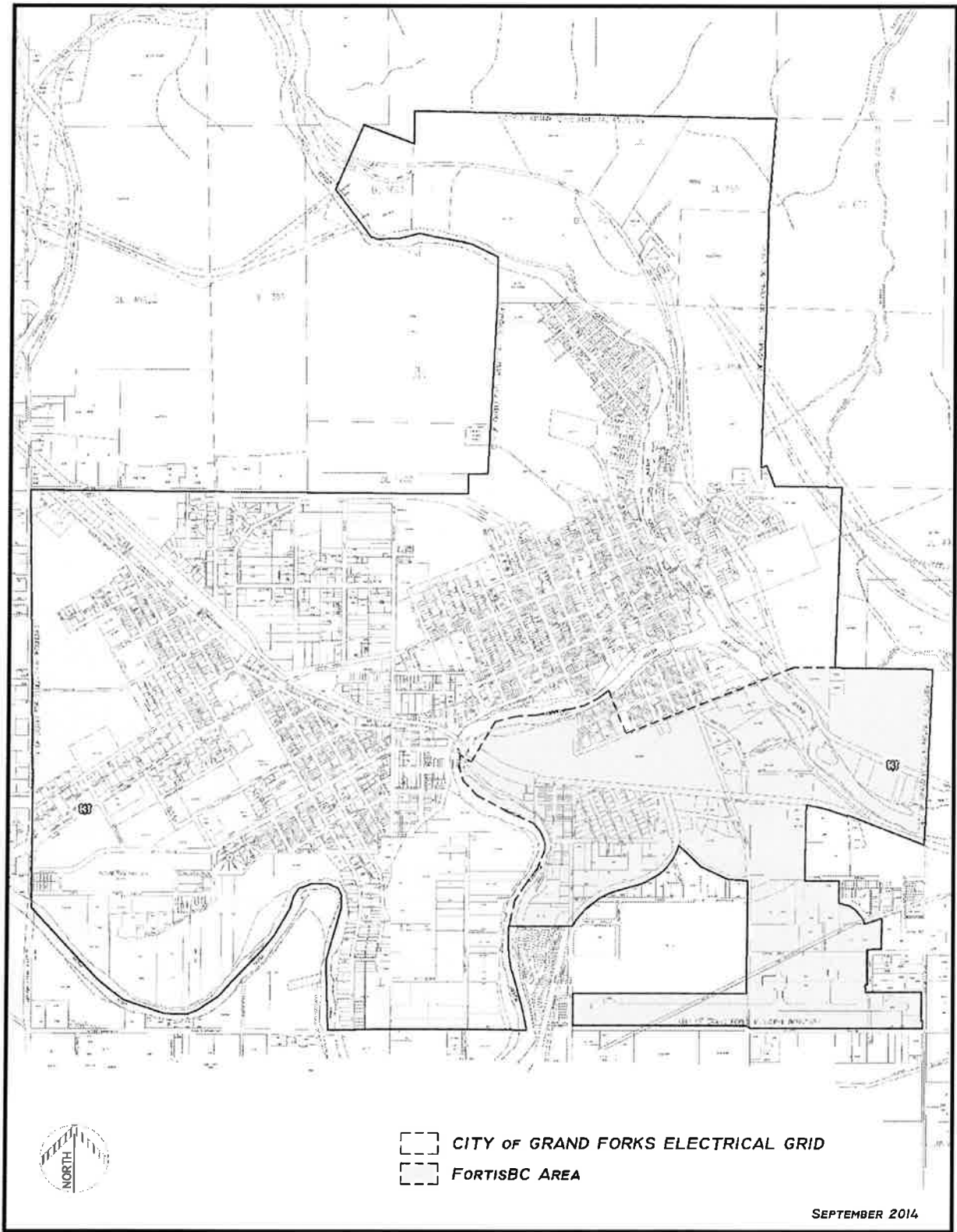
I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1975, as passed by the Municipal Council of the Corporation of the City of Grand Forks on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_  
Date Signed

**SCHEDULE A**

**CITY OF GRAND FORKS ELECTRICAL SERVICE AREA**



## **SCHEDULE B**

### **CITY OF GRAND FORKS** **ELECTRICAL SERVICE REGULATIONS**

#### **1. Terms and Conditions of Use and Supply of Electrical Energy:**

- 1.1 Every Customer shall, in respect of any real property of that Customer to which electrical energy is supplied by the City:
- (a) pay to the City, in accordance with the rates and charges set out in "Schedule C" and in accordance with "Schedule D", for the electrical energy supplied by the City to that real property;
  - (b) ensure that electrical energy supplied by the City to that real property is not used for any purpose other than the purpose identified in the application for service relating to that real property;
  - (c) not damage, and shall ensure that occupiers of or invitees to that real property do not damage, any electrical equipment or facilities installed by the City on that real property. This is to include any seal or sign attached to that equipment;
  - (d) ensure that nothing is done on that real property, including without limitation an alteration of wiring, that will or may appreciably change the amount or nature of the load imposed on the Electrical Utility, without the prior consent of the Manager of Operations;
  - (e) ensure that officers, employees and agents of the City have safe and unobstructed access on that real property at all reasonable times for the purpose of ensuring that this Bylaw is being complied with, testing the Owner's electrical energy system, or carrying out any other activity that is necessary for the proper operation of the Electrical Utility;
  - (f) 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 this Schedule, pay to the City the charge set out in Section 4.1 of Schedule "C" as a return visit charge;
  - (g) ensure that the power factor applicable to the delivery of electrical energy to that real property is not lower than 95%;

- (h) ensure that single phase motors rated larger than two (2) horsepower are not used on 120 volt circuits without the prior written consent of the Manager of Operations;
  - (i) ensure that motors of 20 horsepower or larger are equipped with reduced voltage starters or other devices approved in writing by the Manager of Operations, unless otherwise authorized in writing by the Manager of Operations;
  - (j) ensure that 120 volt circuits are connected so as to balance as nearly as possible the currents drawn from the circuits at the point of delivery;
  - (k) ensure that space heating units having a rating of 3 kw or larger are individually thermostatically controlled and that no single in-line thermostat is used to control more than 6 kw of rated capacity;
  - (l) ensure that the phase heating units controlled by one switch or thermostat have no more than 25 kw of rated capacity; and
  - (m) ensure that no facilities capable of generating electricity, except as otherwise permitted in this bylaw, are installed, unless those facilities are at all times electrically isolated from the Electrical Utility.
- 1.2 The City shall retain full title to all electrical equipment and facilities up to the point of delivery, including without limitation all electrical metering devices, installed by the City for the purpose of supplying and measuring electrical energy under this Bylaw.
- 1.3 The City may discontinue the supply of electrical energy to any real property where:
- (a) the Owner of that real property has failed to comply with any provision of this Bylaw;
  - (b) in the opinion of the Manager of Operations, the continued supply of electrical energy to that real property would or might be harmful to the Electrical Utility, create an unreasonable demand on that system, or create an abnormal or unacceptable fluctuation of the line voltages of that system;
  - (c) discontinuance is necessary to enable the City to repair or maintain the Electrical Utility;
  - (d) by reason of a shortage of supply or otherwise, the City considers that it cannot practically continue to supply electrical energy to that real property;



- e) a previously metered service has been disconnected for more than 1 year.
- 1.4 The City may, from time to time, conduct tests of any Customer's power factor, and where that power factor is found by the City to be lower than 95%, the Customer shall, within 30 days of a written request to do so from the City, install, at his or her expense, power factor corrective equipment acceptable to the Manager of Operations.
- 1.5 Every Customer is liable for, and shall pay to the City forthwith after receiving an invoice setting out those costs, any costs incurred by the City in repairing any damage caused to the Electrical Utility or to any equipment or facilities installed by the City on that Customer's real property, where the damage occurs as a result of the failure of the Customer to comply with any provision of this Bylaw.

## **2. New Service Connections**

- 2.1 No person may request to connect any electrical energy lines or works to the Electrical Utility unless:
  - (a) the Owner of the real property to be supplied with electrical energy as a result of that connection has first:
    - i) submitted to the City a complete New Electrical Service Application in a form provided by the City;
    - ii) paid the New Electrical Service Application fee that is identified in "Schedule C" of this Bylaw as the fee applicable to the type of connection identified in the New Electrical Service Application; and
    - iii) provided evidence satisfactory to the Manager of Operations that he or she has obtained every permit and approval, including the approval of a provincial electrical inspector, that he or she is required under any enactment to obtain before requesting the connection,
  - (b) the person requesting the connection is the Owner of the real property to be supplied with electrical energy as a result of that connection or a person authorized in writing by that Owner to request the connection.
- 2.2 All Meters shall be installed by the City, in a location approved by the Manager of Operations. Meter location specifications shall be as follows:
  - (a) The meter socket shall be surface mounted, located on an outside wall and be within one Meter of the corner nearest to the point of supply, except in the case of Metering over 300 volts, the Meter shall be installed on the supply side of the Customer disconnect and Meter locations shall be approved by the Utility Department;

- (b) All meter sockets shall be installed between 1.5 meters and 2 meters above final ground level to the centre of the meter and located not more than 30 meters into the lot;
- (c) Meters shall not be installed in carports, breezeways or on decks or other similar areas;
- (d) Meters shall be installed in locations that permit safe and unfettered access by employees or agents of the City;
- (e) The Manager of Operations, at his/her sole discretion, may make exceptions to the general specifications for meter installations, where a standard location will cause design and installation difficulties, subject to the meter remaining accessible to the City at all times;
- (f) The Manager of Operations may require, at the Customer's expense, that the Customer relocate any meter that is located in an area that cannot be conveniently accessed by the City at all times, or is considered by the Manager of Operations to be unsafe;
- (g) For all electrical Services in excess of 200 amperes, the Customer shall supply and install an enclosure for current and potential transformers and the design of the enclosure shall first be approved by the Manager of Operations;
- (h) Primary voltage metering connections shall have metering installations paid for by the Customer;
- (i) The Manager of Operations may refuse connection of any electrical Service built in a location not approved by the Manager of Operations, or not built to accepted standards;
- (j) The City will not supply transformation from one secondary voltage to another secondary voltage;
- (k) The City reserves the right to determine the supply voltage of all electrical Service connections;

2.3 Nominal Secondary Supply Voltages are:

- (a) From pole mounted transformers:
  - i. Single Phase – 120/240 volts, 3 wire, maximum 400 amperes.
  - ii. Three Phase - 120/208 volts, 4 wire, maximum 400 amperes transformation capacity.

- iii. Three Phase - 347/600 volts, 4 wire, maximum 400 amperes transformation capacity.
  - (b) From pad mounted transformers:
    - i. Single Phase – 120/240 volts, 3 wire, maximum 800 amperes.
    - ii. Three Phase – 120/208 volts, 4 wire, maximum 500 kVA transformation capacity.
    - iii. Three Phase – 347/600 volts, 4 wire, maximum 2,500 kVA transformation capacity.
  - (c) Delta services are prohibited.
  - (d) For loads or supply voltages different from those listed in this Section (e.g. 277-480 volts), the Manager of Operations may require that a Customer supply their own transformation facilities and take service at the available primary voltage; or supply their own secondary voltage conversion transformation.
  - (e) All facilities and equipment to be connected to the City's facilities must be in a condition that is approved by the Manager of Operations. Installation must be carried out in a manner to ensure proper balancing of phases and circuits, and to ensure that the City's equipment is not endangered or that no abnormal voltage fluctuations are anticipated. All three-phase, four-wire facilities must be designed to prevent the load on the phase with the highest load exceeding that on the phase with the lowest load by more than ten (10%) percent.
- 2.4 Customer owned electrical facilities must not be extended across, under or over a street, lane, alley or other public or private space not owned by the Customer for the purpose of servicing more than one Premise through one meter.
- 2.5 It is the Customer's sole responsibility to obtain any easements or statutory rights of way required by the City or others, to permit the installation of an electrical Service.
- 3.0 Electrical Utility Extension**
- 3.1 The Manager of Operations is not required to approve any New Electrical Service Application in respect of any real property, where the connection cannot be made without an extension of the City's electrical service line, unless:
- (a) the City has first approved (and it is under no obligation to do so) the extension of that service line;

- (b) the Owner has first paid to the City the cost estimated by the City to extend that service line, which cost shall include, without limitation, the cost of installing any poles or other works or appurtenances related to that service line extension; and
  - (c) the Owner has first granted to the City, or ensured that others have granted to the City, statutory rights-of-way, satisfactory to the City over any property on which the service line is to be located that is not under the possession and control of the City.
- 3.2 Where the cost incurred by the City in extending a Service line to any real property exceeds the amount paid by the Owner of that real property under Section 3.1(b) of this Schedule, the Owner shall forthwith upon receiving a bill from the City pay to the City the amount of that excess, and where the amount paid by the Owner to the City under Section 3.1(b) of this Schedule exceeds the cost incurred by the City in extending the service line, the City shall pay the amount of the excess to the Owner.
- 3.3 Subject to Section 3.5 of this Schedule, where a property Owner pays for the extension of a service line under Section 3.1(b) of this Schedule and the extension has the capacity to serve land other than land owned by that property Owner, each property Owner whose property is subsequently connected to that extension shall pay to the City for each electrical service connection made within that extension, in addition to any other charges applicable under this Bylaw, the following amount, and the original property Owner who paid for the service line extension will be reimbursed the following amount:

	1	
<p><i>Cost of service line extension paid by the original property owner</i></p>	X	<p><i>Sum of the possible service connections which could be made within the service line extension based on the City's bylaws regulating the subdivision of land, plus one (for original service)</i></p>

- 3.4 For the purpose of Section 3.3 of this Schedule, the number of possible service connections referred to in the calculation described in that Section is the number estimated by the Manager of Operations at the time the original property Owner applies for the service line extension.
- 3.5 Section 3.3 of this Schedule ceases to apply to a service line extension on the earlier of:

- (a) the day on which the property Owner who paid the cost of the service line extension has been reimbursed that cost less the amount obtained as a result of the calculation referred to in Section 3.3 of this Schedule, or
- (b) the day which is five (5) years after the day on which the service line extension is completed.

#### **4. Electrical Energy Accounts**

- 4.1 No person shall use electrical energy supplied by the City unless an Owner of real property to which that electrical energy has an Electrical Utility account in his or her name.

#### **5. New Accounts**

- 5.1 An Owner of real property to which electrical energy is being, or is capable of being supplied, may apply to the City to have an Electrical Utility account opened in his or her name by submitting to the City a completed Existing Electrical Account Application in a form provided by the City and by paying to the City, the existing service connection charge set out in Section 4.1 of "Schedule C".

#### **6. Turning Off or On Existing Service**

- 6.1 An Owner of real property may apply to have an existing electrical service turned off or on or a disconnected meter reconnected by submitting to the City a completed Existing Electrical Account Application in a form provided by the City and by paying to the City the existing service connection charge set out in Section 4.1 of "Schedule C".

#### **7. Meter Reading**

- 7.1 An Owner of real property or a person designated by the Owner as the agent, may apply to have an electrical meter read by submitting to the City a written request in the form provided by the City and by paying to the City the existing service connection charge set out in Section 4.1 of "Schedule C".

#### **8. Refusal to Connect or Serve**

- 8.1 The City may refuse to provide service to any customer who has an unpaid account at any premises within the Service Area or who has otherwise failed to comply with any provision of this Bylaw.

#### **9. Point of Delivery and Metering**

- 9.1 For overhead secondary service connections, the point of delivery shall be where the Customer's circuit connects to the City's overhead system at the service mast

(not including the attachment point or structure). For an underground secondary service the point of delivery shall be where the underground circuit enters the property owned or occupied by the Customer.

- 9.2 The metering of the Customer's load demand and energy consumption shall be done by facilities owned and provided by the City. The Customer shall, where required, make all necessary provisions for the installation of the City's facilities, including any necessary wiring and fittings and boxes, to the satisfaction of the City and in accordance with all the applicable electrical inspection rules and safety requirements.
- 9.3 The Customer shall take all reasonable care to protect all meters and related apparatus belonging to the City on the Customer's premises and shall reimburse the City for any loss or damage occurrence to same except to the extent that the Customer is able to show that loss or damage was due to defects in such facilities or to omission or negligence on the part of the City's employees.
- 9.4 Where separate points of delivery exist for the supply of electricity to a single Customer or more than one meter is required to properly measure the load demands, consumption and power factors of the Customer's loads as supplied under the applicable rates Schedules, the readings of such meters will be billed separately unless their combination is specifically authorized by the City.

## **10. Removal of Hazardous Trees from Private Property**

- 10.1 The City may without notice to, or the consent of the property Owner, as the case may be, enter at any reasonable time upon all lands and premises for the purpose of inspecting any trees, shrubs and other growths or any other obstacles which may, in the City's sole discretion, constitute a danger or a hazard to the electrical distribution system.
- 10.2 The City may give notice ("the Notice") to a property Owner, which would require the property Owner to remove, cut, top, prune, move, or otherwise deal with any trees, shrubs and other growths or any other obstacles on a one time or periodic basis that, in the City's sole discretion, may endanger or present a hazard, or become dangerous or hazardous to the electrical distribution system.
- 10.3 Unless the Notice expressly excludes the requirement to obtain approval in advance, a person will not undertake any works relating to any tree, shrub, or growth that is subject of the Notice, without the prior approval of the City, by filing a work plan, which is satisfactory to the City.
- 10.4 If the property Owner fails to comply with the requirements in the Notice within 20 days of the date of the Notice, or such other later date that may be specified in the Notice, to the satisfaction of the City, then the City may enter at any reasonable time upon the premises for the purpose of removing, cutting, topping,

pruning, moving or otherwise dealing with any trees, shrubs and other growths or any other obstacles on a one time or periodic basis or otherwise as required by the Notice.

- 10.5 Notwithstanding the issuance of the Notice, the City may exercise its rights, powers and obligations under this Section to remove the trees, shrubs and other growths or other obstacles that are the subject of the Notice, and the property Owner will compensate and be liable to the City for all costs and expenses incurred by the City in performing the works undertaken by the City.
- 10.6 The City may without notice to, or the consent of the property Owner, as the case may be, enter at any reasonable time upon all lands and premises for the purpose of cutting down any trees, shrubs and other growths or remove any other obstacles that, in the City's sole discretion present an immediate danger or hazard to the electrical distribution system.
- 10.7 The property Owner will be liable to the City for all costs and expenses incurred by the City in performing the works undertaken by the City pursuant to this Section.
- 10.8 If the property Owner, fails to comply with any Notice issued under this Section, or obstructs, resists, interferes or otherwise fails to cooperate with the City when the City is exercising its rights, under this bylaw, then the property Owner will be responsible, liable or otherwise held accountable for any and all costs, expenses, damages or injuries which are suffered or incurred by the City, its employees, agents, contractors, either directly or indirectly, or which result in damage to the electrical distribution system.
- 10.9 When exercising its rights under this bylaw, the City is not responsible, liable or otherwise accountable, either directly or indirectly, for any costs, expenses, damages or injuries that are suffered or incurred by any property Owner or person which are a result of:
  - (a) its entry upon, occupation of or exit from any premises;
  - (b) its trespass on any premises or property;
  - (c) a nuisance created by it;
  - (d) an invasion of privacy committed by it; or
  - (e) its negligent actions or inactions .
- 10.10 Nothing in this Section or Bylaw shall be construed as imposing any additional duty, obligation or requirement on the City to remove, cut, top, prune, move, or otherwise maintain any trees, shrubs, growths or other obstacles that would not otherwise be imposed on the City and at all times, with or without notice, it is the customers responsibility to keep all the trees, shrubs and other growths or other obstacles clear of power lines or electrical infrastructure on the Customers private property.

## **11. Residential Photo-Voltaic Services**

- 11.1 Available for residential usage with solar (PV) installations of not more than 10 kVA (  $kVA = \frac{kWAC}{\text{Power Factor}}$  ).
- 11.2 Each residential photo-voltaic service requires a bi-directional meter which will be installed by the Grand Forks Manager of Operations at the owners cost. Energy in excess of the residence consumption will be purchased by the Electrical Utility at the residential sales rate subject to:
- (a) Energy surplus will be accumulated in each billing cycle and applied first to subsequent consumption.
  - (b) The first 4,000 kWh of annual excess energy will be purchased at the residential rate in effect at the year end. Any energy in excess of 4,000 kWh will be purchased at the prevailing avoided cost of energy purchase.
  - (c) Any surplus over \$50 at year end will be paid to the customer.
  - (d) Any surplus of \$50 or less will be applied as an energy credit to the account.
  - (e) Grid interconnection must be made in accordance with the City's "Interconnection Requirements for Residential Photo-Voltaic Power Producers Guidelines" document, provided by the City and amended from time to time.
- 11.3 Independent Power Producer (IPP) projects not covered in Section 11.1 require special considerations. Approval for the interconnection of power purchase rates will be at the sole discretion of the Grand Forks Electric Utility and structured to prevent negative operating and financial impacts to the electric utility and its rate payers.



## **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: \$16.46/month, plus
- (b) Electrical rate based on the actual consumption: \$0.10344 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: \$17.81/month, plus
- (b) Electrical rate per consumption for the first 200,000 KWH or less in a two-month billing period: \$0.11069 per KWH
- (c) Electrical rate per consumption for all usage above 200,000 KWH in a two-month billing period: \$0.08214 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: \$17.04/month, plus
- (b) Electrical rate based on the actual consumption: \$0.11069 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.

## **SCHEDULE D**

### **CITY OF GRAND FORKS** **ELECTRICAL BILLING AND COLLECTION REGULATIONS**

#### **1. Billings and Payment of Accounts**

- 1.1 Bills will be rendered on a basis of actual consumption, in accordance with the rates set out in "Schedule C".
- 1.2 Bills will be rendered on a bi-monthly basis and will be issued as early as practical in the billing period following that for which the Customer's bill has been determined.
- 1.3 Bills are due and payable upon presentation. Accounts not paid by the "Due Date" imprinted on the statement shall be deemed to be in arrears.
- 1.4 Except as otherwise provided in this Bylaw, or in any amendments thereto, no money received by the City in payment of rates or charges chargeable under this Bylaw or under any amendments thereto, shall be applied to the payment of the rates or charges for the then current month, until all rates and charges which became due in previous months have been fully paid.
- 1.5 Any rates or charges that have come into arrears by the thirty-first (31st) day of December in the year imposed are deemed to be taxes in arrears and bear interest from said date at the rate specified in Section 245 of the Community Charter, as amended from time to time.
- 1.6 **Equal Payment Plan**

Upon application, the City will permit qualifying Customers to make equal monthly payments. The payments will be calculated to yield during the period ending in December, the total estimated amount that would be payable by the Customer calculated by applying the applicable rate, to the Customer's estimated consumption during the period. Customers may make application at any time of the year. All accounts will be reconciled in December.

A Customer will qualify for the plan provided the account is not in arrears and the Customer expects to be on the plan for at least one year.

The equal payment plan may be terminated by the Customer or the City if the Customer has not maintained satisfactory credit. The City deems credit to be unsatisfactory if for any reason two payments fail to be honoured.

On the reconciliation date, the amount payable to the City for electricity will be determined by subtracting the sum of equal payments from the actual consumption charges during the equal payment period. Any resulting amount owing by the Customer will be paid to the City. Any excess of payments over charges will be carried forward and included in the calculation of the equal payments for the next period. On termination of account and after the final bill has been calculated, any credit balance will be refunded to the Customer.

#### 1.7 Penalty

A penalty, as set out in the City's Fees & Charges Bylaw, will be added to outstanding balances of all accounts after the due date. This provision does not apply to equal payment plan Customers.

#### 1.8 Back-Billing

For the purposes of this Bylaw, back billing shall mean the billing or re-billing for services to a Customer because original billings are discovered to be either too high (over-billed) or too low (under-billed). The discovery may be made by either the Customer or the City.

Where metering or billing errors occur, the consumption shall be based upon the records of the City for the Customer, the Customer's own records to the extent they are available and accurate, or reasonable and fair estimates made by the City. Such estimates shall be on a consistent basis within each rate class or according to a contract with the Customer, if applicable.

If there are reasonable grounds to believe that the Customer has tampered with or otherwise used the service in an unauthorized way, or evidence of fraud, theft or other criminal act exists, then the extent of back-billing shall be for the duration of unauthorized use as determined solely by the Manager of Operations, subject to the applicable limitation period provided by law.

In addition, the Customer shall be liable for the direct administrative costs incurred by the City in the investigation of any incident of tampering, including the direct costs of repair, or replacement of equipment.

In a case of over-billing, the City may refund to the Customer all money incorrectly collected for the duration of the error, subject to the applicable limitation period provided by law.

In cases of under billing, the City may offer the Customer reasonable terms of repayment. If requested by the Customer, the repayment term may be equivalent in length to the back-billing period. The repayment may be interest free and in equal installments corresponding to the Customer's normal billing cycle.

However, delinquency in payment of such installments shall be subject to the usual late payment charge.

Subject to the rest of Section 1 of this Schedule, all bills will be sent to the Owner of real property to which electrical energy is supplied by the City.

An Owner of real property to which electrical energy is or may be supplied under this Bylaw may deliver to the City a request in writing, signed by that Owner, requesting that the City send electrical energy Bills relating to that real property to an occupier of that real property and where that occupier consents in writing to receive those electrical energy bills, the City may send the electrical energy bills to that occupier until:

- (a) the City becomes aware that the occupier has ceased to occupy that real property;
- (b) electrical energy service to that real property is discontinued; or
- (c) the Owner of that real property requests in writing that bills relating to that real property be sent to that Owner. Where electrical energy bills are sent to an occupier of real property under Section 1 of this Schedule, the Owner of that real property remains the Customer for the purposes of this Bylaw

## **2. Term of Service**

Unless otherwise specifically provided for in these terms and conditions, the terms of service shall:

- (a) commence on the day that the City's supply is connected to the Customer's service installation and is capable of supplying their electricity needs; and
- (b) continue thereafter until cancelled by written notice given in advance by at least two business days by either party. The amount of the account outstanding upon cancellation shall be deemed due and payable immediately.

## **3. Application of Rates**

All electrical Energy supplied by the Electric Utility to its appropriate Customer classifications shall be billed in accordance with the applicable rates as set out in "Schedule C" of this Bylaw or by other superseding amendment schedules which Council may from time to time decide to make effective.

In addition to payments for electricity, the Customer shall pay to the City the amount of any sales taxes, goods and services taxes, or any other tax or assessment levied by any competent taxing authority on any electricity delivered to the Customer.

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