

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

**Monday June 15 – 7:00 p.m.  
7217 - 4th Street, City Hall**

<b><u>ITEM</u></b>	<b><u>SUBJECT MATTER</u></b>	<b><u>RECOMMENDATION</u></b>
1. <b><u>CALL TO ORDER</u></b>		
2. <b><u>ADOPTION OF AGENDA</u></b>		
a) Adopt agenda	June 15th, 2015, Regular Meeting agenda	THAT Council adopt the June 15th, 2015, Regular Meeting agenda as presented.
3. <b><u>MINUTES</u></b>		
a) Adopt minutes <a href="#">May 25th, 2015, Special Mtg. to go In-Camera-Not Adopted.pdf</a>	May 25th, 2015, Special Meeting to go In-Camera minutes	THAT Council adopt the May 25th, 2015, Special Meeting to go In-Camera minutes as presented.
b) Adopt minutes <a href="#">May 25th, 2015, Regular Mtg.-Not Adopted.pdf</a>	May 25th, 2015, Regular Meeting minutes	THAT Council adopt the May 25th, 2015, Regular Meeting minutes as presented.
c) Adopt minutes <a href="#">June 1st, 2015, Special Mtg. to go In-Camera-Not Adopted.pdf</a>	June 1st, 2015, Special Meeting to go In-Camera minutes	THAT Council adopt the June 1st, 2015, Special Meeting to go In-Camera minutes as presented.
d) Adopt minutes <a href="#">June 4th, 2015, Special Mtg. of Council-Not Adopted.pdf</a>	June 4th, 2015, Special Meeting of Council minutes	THAT Council adopt the June 4th, 2015, Special Meeting of Council minutes as presented.
4. <b><u>REGISTERED PETITIONS AND DELEGATIONS</u></b>		
5. <b><u>UNFINISHED BUSINESS</u></b>		
6. <b><u>REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL</u></b>		
a) Corporate Officer's Report <a href="#">RFD - Proc. Bylaw-CAO - Rpts., Questions, &amp; Inquiries from Council.pdf</a> <a href="#">Councillor Hammett's Report.pdf</a> <a href="#">Councillor Butler's Report.pdf</a> <a href="#">Mayor Konrad's Report.pdf</a>	Verbal reports from Council	THAT all reports of members 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 - Proc. Bylaw-Council - RDKB  
Council's Rep..pdf](#)

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

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

8. **RECOMMENDATIONS FROM STAFF FOR  
DECISIONS**

- a) Corporate Services  
[RFD - Corporate Services - Mural  
Project.pdf](#)

Selkirk College Partnership  
for Mural Project

THAT Council receive the  
request regarding a  
partnership with the City and  
funding for the Mural Project  
for decision and/or direction  
to staff.

- b) Manager of Development &  
Engineering  
[RFD - Mgr. of Dev. & Eng. - Transfer  
of 7212 Riverside Lease to BETHS &  
Whispers of Hope.pdf](#)

Support from Council to  
transfer the lease of 7212  
Riverside Drive in the event  
that Habitat for Humanity  
Southeast BC should decide  
to withdraw from the lease

THAT Council choose to  
support transferring the lease  
of 7212 Riverside Drive in the  
event that Habitat for  
Humanity Southeast BC  
decides to withdraw from the  
lease.

- c) Manager of Operations  
[RFD - Mgr. of Operations - Solid  
Waste Collection Agrmt..pdf](#)

Solid Waste Collection  
Agreement with RDKB

THAT Council formalize the  
Solid Waste Collection  
Agreement with the Regional  
District of Kootenay  
Boundary.

9. **REQUESTS ARISING FROM  
CORRESPONDENCE**

10. **INFORMATION ITEMS**

- a) Bernice Tetreault  
[SOII - Music in the Park - Tetreault  
Retiring.pdf](#)

Retirement announcement  
from Music in the Park

THAT Council receive for  
information and note  
Bernice's retirement from  
Music in the Park and direct  
staff to send a letter to  
Bernice thanking her for her  
years of work regarding  
Music in the Park.

- b) Civic Info.  
[SOII - Mtg. Requests with Premier  
Christy Clark & Prov. Cabinet  
Ministers.pdf](#)

2015 UBCM Convention -  
Meeting requests with  
Premier Christy Clark &  
Provincial Cabinet Ministers

THAT Council receive for  
information and discuss if  
they would like to meet with  
the Premier and direct staff  
on a preferred topic.

- c) Correspondence from Friday, June 5th  
[SOII - Support and Non-Support Letters for Councillor Butler.pdf](#)

Support and non-support letters for Councillor Butler

THAT Council receive for information.

11. **BYLAWS**

- a) Manager of Development & Engineering  
[Bylaw 1606-A3 - RFD - Mgr. of Dev. & Eng. - Wagner Rezoning.pdf](#)

To amend the current Zoning Bylaw by rezoning property located at 832 - 64th Avenue from the current R-1 (Single and Two-Family Residential) Zone to R-4 (Rural Residential) Zone.

THAT Council select one of the listed options.

- b) Manager of Operations  
[Bylaw 2015 - RFD - Mgr. of Operations - Electrical Utility Regulatory.pdf](#)

Bylaw No. 2015, 2015 - Electrical Utility Regulatory Bylaw

THAT Council give final reading to Bylaw No. 2015, 2015 - Electrical Utility Regulatory Bylaw.

12. **LATE ITEMS**

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

14. **ADJOURNMENT**



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

NOT ADOPTED  
SUBJECT TO CHANGE

**SPECIAL MEETING TO GO IN-CAMERA**  
**MONDAY, MAY 25, 2015**

**PRESENT:**

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

CHIEF ADMINISTRATIVE OFFICER  
CORPORATE OFFICER

D. Allin  
D. Heinrich

GALLERY

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**CALL TO ORDER**

- a) The Mayor called the Special Meeting to go In-Camera at 10:05 am.

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**IN-CAMERA RESOLUTION**

Resolution required to go into an In-Camera meeting

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

MOTION: THOMPSON / WIRISCHAGIN

**RESOLVED THAT COUNCIL CONVENE AN IN-CAMERA MEETING AS OUTLINED UNDER SECTION 90 OF THE COMMUNITY CHARTER TO DISCUSS MATTERS IN A CLOSED MEETING WHICH ARE SUBJECT TO SECTION 90 (1) (a), PERSONAL INFORMATION ABOUT AN IDENTIFIABLE INDIVIDUAL WHO HOLDS OR IS BEING CONSIDERED FOR A POSITION AS AN OFFICER , EMPLOYEE, OR AGENT OF THE MUNICIPALITY OR ANOTHER POSITION APPOINTED BY THE MUNICIPALITY; AND SECTION 90 (2) (c), A MATTER THAT IS BEING INVESTIGATED UNDER THE OMBUDSPERSON ACT OF WHICH THE MUNICIPALITY HAS BEEN NOTIFIED UNDER SECTION 14 OF THAT ACT;**

**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.

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**LATE ITEMS**

MAY 25, 2015

SPECIAL MEETING TO GO IN-CAMERA  
MEETING

Page 1 of 2

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**ADJOURNMENT**

a) The meeting was adjourned at 10:06 AM

MOTION: THOMPSON

**RESOLVED THAT the Meeting be adjourned at 10:06 AM**

CARRIED.

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**CERTIFIED CORRECT:**

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MAYOR FRANK KONRAD

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CORPORATE OFFICER - DIANE HEINRICH

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

NOT ADOPTED  
SUBJECT TO CHANGE

**REGULAR MEETING OF COUNCIL**  
**MONDAY, MAY 25, 2015**

**PRESENT:**

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

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

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

GALLERY

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**CALL TO ORDER**

The Mayor called the meeting to order at 7:00 PM

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**ADOPTION OF AGENDA**

- a) Adopt agenda  
May 25th, 2015, Regular Meeting agenda

The Mayor advised that there two late items to be added the agenda with regard to grant application information and a press release regarding in-camera information.

MOTION: WIRISCHAGIN / THOMPSON

**RESOLVED THAT Council amend the May 25th, 2015, Regular Meeting agenda to include two late items regarding grant funding and a press release of in-camera information.**

CARRIED.

MOTION: THOMPSON / WIRISCHAGIN

**RESOLVED THAT Council adopt the May 25th Regular Meeting agenda, as amended.**

CARRIED.

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**MINUTES**

- a) Adopt minutes  
May 4th, 2015, COTW Meeting minutes

MOTION: BUTLER / WIRISCHAGIN

**RESOLVED THAT Council adopt the May 4th, 2015, COTW Meeting minutes as presented.**

CARRIED.

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- b) Adopt minutes  
May 4th, 2015, Public Hearing minutes

MOTION: WIRISCHAGIN / HAMMETT

**RESOLVED THAT Council adopt the May 4th, 2015, Public Hearing minutes as presented.**

CARRIED.

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- c) Adopt minutes  
May 4th, 2015, Regular Meeting minutes

MOTION: KROG / WIRISCHAGIN

**RESOLVED THAT Council adopt the May 4th, 2015, Regular Meeting minutes as presented.**

CARRIED.

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- d) Adopt minutes  
May 7th, 2015, Special Meeting to go In-Camera minutes

MOTION: WIRISCHAGIN / THOMPSON

**RESOLVED THAT Council adopt the May 7th, 2015, Special Meeting to go In-Camera minutes as presented.**

CARRIED.

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- e) Adopt minutes  
May 7th, 2015, Special Meeting minutes

MOTION: WIRISCHAGIN / THOMPSON



**RESOLVED THAT Council adopt the May 7th, 2015, Special Meeting minutes as presented.**

CARRIED.

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**REGISTERED PETITIONS AND DELEGATIONS**

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**UNFINISHED BUSINESS**

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**REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL**

- a) Corporate Officer's Report  
Written reports from members of Council

MOTION: WIRISCHAGIN / ROSS

**RESOLVED THAT all written reports from members of Council, be received.**

CARRIED.

Councillor Butler spoke with regard to a proposed motion within her report.

MOTION: BUTLER / KROG

**WHEREAS** the Community Charter Section 8 (3) (i) and 64 (c) gives Council the authority to regulate public health and the emission of smoke, dust, gas, sparks, ash, soot, cinders, fumes, or other effluvia that is liable to foul or contaminate the atmosphere,

**THEREFORE BE IT RESOLVED** that Council directs Staff to investigate if there is any risk to school children, hospital patients or the City well in relation to conventional farming practices (including the spraying of herbicides and pesticides) that have recently commenced on the border of the school playground and hospital, and further that Staff advise Council as to any remedial action that may be undertaken.

MOTION DEFEATED.

Councillor Ross spoke with regard to two motions she would like Council to consider.

MOTION: ROSS / THOMPSON

**RESOLVED THAT** Council for the Corporation of the City of Grand Forks does not support the commodification or the privatization of its water.

CARRIED.

MOTION: ROSS / BUTLER

**WHEREAS** the Corporation of the City of Grand Forks does not support the commodification or the privatization of water;

**THEREFORE BE IT RESOLVED** that the Corporation of the City of Grand Forks will not purchase bottled water in individual serving size bottles

CARRIED.

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

- a) Corporate Officer's Report  
Verbal reports from Council's representative to the Regional District of Kootenay Boundary

Councillor Krog advised that there is no report as the RDKB has had no meetings

MOTION: WIRISCHAGIN / THOMPSON

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

CARRIED.

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**RECOMMENDATIONS FROM STAFF FOR DECISIONS**

- a) Corporate Services  
Proposed Council Technology Allowance Policy

Councillor Thompson advised that she would like to amend the agenda to read:

MOTION: THOMPSON / WIRISCHAGIN

**RESOLVED THAT** Council determines to adopt the policy known as "Council Technology Allowance Policy No. 115, to be amended to read that "at the beginning at the term of council, that a one-time allowance of up to \$2,000 of a computer would be provided by the City, and further with an option for members of council to opt out to choose an existing city computer."

MOTION: WIRISCHAGIN / THOMPSON

**RESOLVED THAT** Council tables this Policy No. 116 "Council Technology Allowance Policy", for discussion at a later date.

CARRIED.

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- b) Manager of Development & Engineering Services  
Proposal to set up a Steering Committee regarding transitional housing

Dave Smith made a presentation with regard to special needs housing to Council. He spoke with regard to the stakeholders who are already involved in partnership to support the homeless. In his presentation, he suggested that a Transition Housing

Project Steering Committee be set up, and further that a workshop with the Stakeholders and the committee be arranged.

Council asked about the costs associated with the project. The Chief Administrative Officer advised that once the committee is set up, the cost components would be brought forward but aren't determined yet.

MOTION: WIRISCHAGIN / ROSS

**RESOLVED THAT** Council authorize staff to proceed with setting up a Transition Housing Project Steering Committee (THPSC); and

**BE IT FURTHER RESOLVED THAT** the THPSC provide assistance and recommendations to Council regarding steps necessary to facilitate the development of transition housing in the community.

CARRIED.

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- c) Manager of Development and Engineering Services  
Pickleball in Grand Forks: converting one tennis court at Barbara Ann Park into four pickleball courts

The Manager of Development and Engineering spoke with regard to the advertising process done by Staff and that the City received correspondence from persons both in support and not in support of the proposed repurposing.

MOTION: WIRISCHAGIN / KROG

**RESOLVE THAT COUNCIL** authorizes the repurposing of one tennis court into four pickleball courts, with portable net systems at an approximate cost of \$7,256 with funds to come from the slag fund.

Councillor Krog spoke with regard to amending the motion to have the City approach the Pickleball players for their contribution to supply the separator net for the courts, and further that the Option 2 with regard to the repurposing of one tennis court, as Council's decision, be contingent on the agreement of the Pickleball group.

AMENDED MOTION

MOTION: KROG / WIRISCHAGIN

**RESOLVE THAT COUNCIL** authorizes the repurposing of one tennis court into four pickleball courts, with portable net systems at an approximate cost of \$7,256 with funds to come from the slag fund, and further that the Pickleball players be approached to supply the separator net and that this option 2 is contingent on agreement of the Pickleball group.

CARRIED.

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- d) Manager of Development and Engineering  
Disposition of Lot 5, Plan KAP86416, DL 534, SDYD, PID #027-468-216 to Argosy Construction Group Inc.

MOTION: KROG / HAMMETT

**RESOLVED THAT Council direct staff to proceed with the disposition of Lot 5, Plan KAP86416, DL 534, SDYD, PID #027-468-216 to Argosy Construction Group Inc. for the amount of \$120,000 plus GST.**

CARRIED.

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- e) Corporate Services/Administration  
Proposed budget amendment for additional staff support

Council spoke with regard to the request from a criminal lawyer, and that the City is receiving advice from the City's lawyer on this matter, and was suggested that \$20,000 may not be enough. It was further discussed that surplus funds are used for emergency purposes and that the funds required for this issue should be borne by a tax increase next year.

MOTION: WIRISCHAGIN / HAMMETT

**RESOLVED THAT COUNCIL** determines to authorize the budget amendment in 2015 for additional administration staff support in the amount of up to \$20,000 to accommodate additional work required through Freedom of Information requests and the Ombudsperson request.

CARRIED.

MOTION: THOMPSON / WIRISCHAGIN

**RESOLVED THAT** the required funding for the additional staff support for the Freedom Of Information and Ombudsperson matters to come from an increase in next year's taxation rates.

CARRIED.

COUNCILLOR BUTLER AND MAYOR KONRAD OPPOSED THE MOTION.

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### **REQUESTS ARISING FROM CORRESPONDENCE**

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### **INFORMATION ITEMS**

- a) UBCM  
2015 Asset Management Planning Program - grant approval and terms & conditions

MOTION: KROG / WIRISCHAGIN

**RESOLVED THAT Council receive for information.**

CARRIED.

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- b) BETHS & Whispers of Hope  
Transfer of current lease on Multi Agency Accommodation Project (MAAP)

Councillor Thompson spoke with regard to the information that came from the group in April as information in the newspaper. Councillor Butler advised that Council needs to work with this group to come to an agreement.

MOTION: BUTLER / THOMPSON

**RESOLVED THAT COUNCIL** receives for information purposes, the transfer of the existing lease from Habitat For Humanity South East BC (HFHSEBC) to Boundary Emergency Transition Housing Society and Whispers of Hope in the event that HFHSEBC were to give notice to withdraw from the lease.

CARRIED.

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- c) Boundary Peace Initiative  
Invitation to spring conference on May 30th, 2015, at the Slavonic Senior Citizens Center

Councillor Thompson advised that she would be in attendance to this event

MOTION: THOMPSON / WIRISCHAGIN

**RESOLVED THAT Council receive for information.**

CARRIED.

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- d) Canada Day Committee  
Invitation to participate in the Opening Ceremonies for the Canada Day Celebrations, July 1st, 2015  
The Mayor advised that he would be available as per the organization's request.

MOTION: THOMPSON / HAMMETT

**RESOLVED THAT COUNCIL** receive for information, and further that Mayor Konrad advises that he is able to Emcee and be entertainment Co-Chair for the Canada Day Celebrations from 11:00 am-2:30 pm.

**AND FURTHER THAT** Councillors Thompson, Hammett and Butler will assist at the cutting of the cake at 12:30 pm.

CARRIED.

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- e) Jack Koochin  
Letter regarding solution for Grand Forks water system: district metering

MOTION: BUTLER / ROSS

**RESOLVED THAT Council receive for information.**

CARRIED.

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- f) Nadine Heiberg  
Letter of reply to City letter issued for unsightly premises

MOTION: WIRISCHAGIN / THOMPSON

**RESOLVED THAT Council receive for information.**

CARRIED.

- 
- g) Gloria Koch  
Letter regarding dialogue and participation from community

MOTION: WIRISCHAGIN / THOMPSON

**RESOLVED THAT Council receive for information.**

CARRIED.

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- h) Frank Triveri  
Communication regarding administrative compensation

MOTION: WIRISCHAGIN / HAMMETT

**RESOLVED THAT Council receive for information.**

CARRIED.

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## **BYLAWS**

- a) Manager of Development and Engineering Services  
To amend the current Zoning Bylaw by rezoning property located at 832 - 64th Avenue from the current R-1 (Single and Two-Family Residential) Zone to R-4 (Rural Residential) Zone
- Council spoke with regard to the Public Hearing and the persons who opposed the rezoning.

MOTION: THOMPSON / WIRISCHAGIN

**RESOLVED THAT Council give third and final readings to the "City of Grand Forks Zoning Bylaw Amendment No. 1606-A3, 2015".**

MOTION: THOMPSON / WIRISCHAGIN

**RESOLVED THAT Council refers the issue of the City of Grand Forks Zoning Bylaw Amendment No. 1606-A3, 2015 to the next Regular Meeting of Council on June 15th, 2015**

CARRIED.

- 
- b) Manager of Operations  
Electrical Utility Regulatory Amendment Bylaw 2015

The Manager of Operations spoke with regard to the proposed changes to the bylaw.

MOTION: WIRISCHAGIN / KROG

**RESOLVED THAT Council give first three readings to Bylaw 2015 - Electrical Utility Regulatory Amendment Bylaw.**

CARRIED.

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#### **LATE ITEMS**

- a) Manager of Development and Engineering - Legacy Grant Opportunity

The Manager of Development and Engineering spoke with regard to the grant and that the Spray Park would be a good fit for this grant. She further spoke that the amount of this grant is up to \$500,000 and can't exceed 50% of the project.

MOTION: KROG / THOMPSON

**RESOLVED THAT Council directs Staff to proceed with the application for the City funding for the Spray Park Project.**

There was a discussion from Council where they spoke of concerns that a grant application might delay the spray park project.

MOTION: WIRISCHAGIN / HAMMETT

**RESOLVED THAT Council refers the matter back to Staff to provide other options for funding opportunities and to report back to Council at a Special Meeting prior to the grant deadline.**

CARRIED.

- b) Press Release on Council's advice regarding the corporation's application to the Supreme Court for the disqualification of Councillor Julia Butler. The Mayor read out the Press Release with regard to the disqualification.

MOTION: ROSS / HAMMETT

**RESOLVED THAT COUNCIL** receives for information with regard to Council's direction to the Corporation's lawyer for the application to the Supreme Court to disqualify Councillor Julia Butler from office.

CARRIED.

COUNCILLOR BUTLER AND MAYOR KONRAD OPPOSED THE MOTION.

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#### **QUESTIONS FROM THE PUBLIC AND THE MEDIA**

- a) Ray Hansen - spoke with regard to the Transition Housing Study and why the City taking this project on. The City advised that it needed to look at all the elements to determine what is needed. Mr. Hansen spoke in relation to the Pickle Ball proposal and advised that Christina Lake had resurfaced their courts with a product that has worked out well for them.

Bob Kendel - Commented on letters in the Boundary Sentinel and Gazette.

Bev Tripp - Asked if there would be legal costs incurred in the disqualification of Councillor Butler. She was advised that the City cannot discuss.

Les Johnson - He asked with regard to the \$20,000 request for FOI and Ombudsperson requests and asked why there is no information on the Ombudsperson request. He was advised that Ombudsperson is protected under their act and the City can't discuss it.

Craig Lindsay - He wanted to know how everyone voted on the Pickleball option.

Nigel James - Advised that the downtown beautification has gone well. He further spoke with regard to Bylaws and Bylaw enforcement without action from the public, and that it may be more prudent to give the Bylaw Enforcement Officer the ability to approach individuals in violation of bylaws without the public input process.

Gene Koch - Asked if Councillor Butler is able to continue as a Councillor until the court decision, and was advised that she will remain as Councillor in the interim.

The Mayor advised that there was another Press Release that was released to the public today with regard to advise from the City's lawyer regarding conflict of interest.

Gina Burroughs - She spoke to the May 4th report from Council Butler with regard to financial information supplied in the meeting that was incorrect and asked what the standard is for Council's reports. The Mayor spoke with regard to human error and rookie error.

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**ADJOURNMENT**

a) The meeting was adjourned at 9:21 PM

MOTION: ROSS

**RESOLVED THAT the meeting be adjourned at 9:21 PM**

CARRIED.

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**CERTIFIED CORRECT:**

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MAYOR FRANK KONRAD

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CORPORATE OFFICER - DIANE HEINRICH



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

NOT ADOPTED  
SUBJECT TO CHANGE

**SPECIAL MEETING TO GO IN-CAMERA**  
**MONDAY, JUNE 1, 2015**

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

CHIEF ADMINISTRATIVE OFFICER  
CORPORATE OFFICER  
DEPUTY CORPORATE OFFICER

D. Allin  
D. Heinrich  
S. Winton

GALLERY (no gallery present)

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**CALL TO ORDER**

- a) The Mayor called the meeting to order at 1:03 PM

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**IN-CAMERA RESOLUTION**

Resolution required to go into an In-Camera meeting

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

MOTION: THOMPSON / ROSS

**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; SECTION 90 (1) (b), PERSONAL INFORMATION ABOUT AN IDENTIFIABLE INDIVIDUAL WHO IS BEING CONSIDERED FOR A MUNICIPAL AWARD OR HONOUR; AND SECTION 90 (1) (g), LITIGATION OR POTENTIAL LITIGATION AFFECTING THE MUNICIPALITY; BE IT FURTHER RESOLVED THAT PERSONS, OTHER THAN MEMBERS, OFFICERS, OR OTHER PERSONS TO WHO COUNCIL MAY DEEM NECESSARY TO CONDUCT CITY BUSINESS, WILL BE EXCLUDED FROM THE IN-CAMERA MEETING.**

CARRIED.

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**LATE ITEMS**

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**ADJOURNMENT**

a) The meeting adjourned at 1:04 pm

MOTION: ROSS

**RESOLVED THAT the meeting be adjourned at 1:04 pm**

CARRIED.

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**CERTIFIED CORRECT:**

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MAYOR FRANK KONRAD

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CORPORATE OFFICER - DIANE HEINRICH

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

NOT ADOPTED  
SUBJECT TO CHANGE

**SPECIAL MEETING OF COUNCIL**

**Thursday, June 4, 2015**

**PRESENT:**

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

CHIEF ADMINISTRATIVE OFFICER  
CORPORATE OFFICER  
DEPUTY CORPORATE OFFICER  
MANAGER OF DEVELOPMENT & ENGINEERING  
MANAGER OF OPERATIONS

D. Allin  
D. Heinrich  
S. Winton  
S. Bird  
D. Reid

GALLERY

ABSENT: COUNCILLOR NEIL KROG  
COUNCILLOR MICHAEL WIRISCHAGIN

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**CALL TO ORDER**

- a) The Mayor called the meeting to order at 1:37 PM

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**ADOPTION OF MEETING AGENDA**

Amendment to the Agenda

- a) Amendment to the agenda  
June 4th, 2015, Special Meeting agenda  
The Mayor advised that he was including late items as the following: 8 a) - The appointment of members of Council to the Transitional Housing Steering Committee, and 8 b) Discussion on the bottle water resolution made by Council on May 25th, 2015 Regular Meeting; and 8 c) Discussion regarding the release of a communications piece.

MOTION: THOMPSON / BUTLER

**RESOLVED THAT Council adopt the Special Meeting Agenda of June 4<sup>th</sup>, 2015, to include a late item under 8 a) The appointment of members of Council to the Transitional Housing Steering Committee; 8 b) Discussion around the water bottle resolution passed by Council at the May 25th Regular Meeting; and 8 c) Discussion regarding the release of a communications piece, as amended.**

CARRIED.

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**REGISTERED PETITIONS AND DELEGATIONS**

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**UNFINISHED BUSINESS**

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**RECOMMENDATIONS FROM STAFF FOR DECISIONS**

- a) Manager of Development and Engineering  
Approval to proceed with applying for grant funding

The Manager of Development and Engineering advised that the Canada 150 Grant Application is requiring a shelf-ready plan that is already within the Financial Plan. The Chief Administrative Officer spoke of the replacement of the playground equipment renovations which could be an option, as it is already in the budget.

MOTION: THOMPSON / BUTLER

RESOLVED THAT COUNCIL determines to allow members of the Rotary Club to speak with regard to the Spray Park project.

CARRIED.

Ms. Burch, from the Rotary Club, spoke with regard to the rules of the grants they have received, that is required to be spent by 2015. She further spoke that the Regional District has budgeted \$25,000 to this project contingent on it be completed by 2015.

MOTION: THOMPSON / BUTLER

**RESOLVED THAT Council receives the staff report regarding the proceeding with preparing an application for the Canada 150 Community Infrastructure Program.**

Councillor Thompson advised that she wished to amend the motion to read:

MOTION: THOMPSON / HAMMETT

**RESOLVED THAT Council directs Staff to apply for the grant application for the Canada 150 Community Infrastructure Program to be directed towards the playground equipment renovations that is located adjacent to the proposed spray park project.**

CARRIED.

MOTION: ROSS / THOMPSON

**RESOLVED THAT Council authorizes the proposed grant funding as it relates to the playground equipment renovations and the Financial Plan in a total amount of \$45,000.**

CARRIED.

- 
- b) Manager of Operations - Report  
New UAV Training Facility at the Grand Forks Airport

The Manager of Operations made a presentation to Council with regard to the Unmanned Aerial Vehicle Training Facility at the Grand Forks Municipal Airport. The Manager Of Operations advised that the business has a license to operate a UAV Training Facility from Navigation Canada for a one year period, and can only fly within the restrictions within their permit restrictions. He further advised that the business plans to put out a communique informing the public. The Manager Of Operations advised that the business is going through the business license steps which is contingent on the Transport Canada approval.

MOTION: THOMPSON / HAMMETT

**RESOLVED THAT Council receive the report regarding the UAV Training Facility at the Grand Forks Municipal Airport, from the Manager of Operations, as presented.**

CARRIED.

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**REQUESTS ARISING FROM CORRESPONDENCE**

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**BYLAWS**

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**LATE ITEMS**

- a) Appointment of Council members to the Transitional Housing Steering Committee

MOTION: ROSS / BUTLER

**RESOLVED THAT Councillors Krog, Thompson, and Ross be appointed to participate in the Transitional Housing Steering Committee with regard to special needs housing for the Municipality.**

CARRIED.

- 
- b) Discussion regarding the Water Bottle resolution passed by Council at the May 25th Regular Meeting  
The Chief Administrative Officer spoke with regular to the volunteer fire department and their required usage of bottled water. The Chief Administrative Officer advised that Staff will put forward a water policy for Council to consider at some time during the year.

MOTION: ROSS / THOMPSON (for discussion)

**RESOLVED THAT the motion that read, "WHEREAS the Corporation of the City of Grand Forks does not support the commodification or the privatization of water; THEREFORE BE IT RESOLVED that the Corporation of the City of Grand Forks will not purchase bottled water in individual serving size bottles; be amended to include "except for the fire department".**

CARRIED.

AMENDED MOTION:

MOTION: ROSS / THOMPSON

**WHEREAS the Corporation of the City of Grand Forks does not support the commodification or the privatization of water; THEREFORE BE IT RESOLVED that the Corporation of the City of Grand Forks will not purchase bottled water in individual serving size bottles except for the fire department.**

CARRIED.

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c) Discussion regarding the release of a communications piece.

MOTION: HAMMETT / THOMPSON

**RESOLVED THAT Council have Staff draft a thank-you letter to the Chamber of Commerce regarding their interview provided by Alan Cooper, to the CBC for responding on behalf of the business community.**

CARRIED.

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#### **QUESTION PERIOD FROM THE PUBLIC**

James Wilson of the Boundary Community Chamber of Commerce - Advised that on June 16th at Gallery 2 from 6-8 pm, that Council and Staff are invited to participate in a round table to discuss the needs of a community from a business perspective. He further advised that an official invitation will be forthcoming. He further asked if he could meet with the Mayor to chat on perspectives at a future date.

Martin Domai - He advised that he is the Chair of the Grand Forks & Regional District Library Board and spoke with regard to the first item of the agenda regarding renovations to the library basement as was mentioned in the Grant Funding report. He wished to thank the City on the HVAC upgrades which were done last year at the library. He further asked to see a City representative appointed to the board in the near future.

Craig Lindsey - Asked about the Transitional Housing Steering Committee - if it was an adhoc committee. He was advised that is was.

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**ADJOURNMENT**

a) Special Meeting adjourned at 2:57 PM

MOTION: THOMPSON

**RESOLVED THAT the meeting be adjourned at 2:57 pm**

CARRIED.

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**CERTIFIED CORRECT:**

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MAYOR FRANK KONRAD

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CORPORATE OFFICER - DIANE HEINRICH



# REQUEST FOR DECISION

— REGULAR MEETING —



**To:** Mayor and Council  
**From:** Procedure Bylaw / Chief Administrative Officer  
**Date:** June 15<sup>th</sup>, 2015  
**Subject:** Reports, Questions and Inquiries from the Members of Council  
**Recommendation:** **RESOLVED THAT ALL WRITTEN REPORTS SUBMITTED BY MEMBERS OF COUNCIL, BE RECEIVED.**

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**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.

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**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.

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**Recommendation:** **RESOLVED THAT ALL WRITTEN REPORTS SUBMITTED BY MEMBERS OF COUNCIL, BE RECEIVED.**

---

- OPTIONS:**
- 1. RESOLVED THAT ALL WRITTEN REPORTS SUBMITTED BY MEMBERS OF COUNCIL, BE RECEIVED**
  - 2. RESOLVED THAT COUNCIL DOES NOT RECEIVE THE REPORTS FROM MEMBERS OF COUNCIL.**

 Department Head or CAO	 Chief Administrative Officer
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## **Councillor's report 06.15.15      Councillor Hammett**

### **May 6 – Roxul tour and lunch**

- *very informative tour and extremely impressed with the cleanliness of the facility. Not only meets Canadian environmental standards, but exceeds them. Roxul employees approximately 205 local residents.*

### **May 11 – Lt. Governor tour and lunch.**

- *Council met with Lt. Gov. Judith Guichon for a tour of city hall and then walked to gallery 2 for lunch*

### **May 19 – Deer Committee meeting**

- *Welcome back Brian Harris*
- *Saanich has a contract deer hunter – hired by private land owner*
- *Permit still required*
- *Can only shoot deer on private agricultural land where the farmer deems deer destructive to his crops*

### *Long Term objective*

- *It was suggested that the number of deer should be reduced back to the 2007 numbers*
- *restore deer natural habitat in surrounding areas*

### *Craig McLean*

- *count came in at 166 – double from 2013*
- *April 2008 – 90 deer*
- *100 deer per sq. km.*
- *count should be done during the same week in each year... not different months from one year to the next. Replicate date for each year*
- *measure before fawning*
- *this committee should determine what an acceptable number of deer would be and then advise to city council*
- *deer in GF are smaller than other areas*
- *Procedure: deer counts to be conducted each year in spring between April 15– April 25, and fall counts between October 1 - 10*

### *Signage*

- *recommendation to council for appropriate wildlife signage*
- *this committee will recommend to city council that educational wildlife signage be installed in appropriate areas. Cost of signage to be borne by Deer Committee*
- *Laurie Grant will explore costs/verbiage, and design*

### *Letter from Wes Nichol on Hazing*

- *determined it would not work*
- *not legal to haze deer*
- *not effective*
- *too dangerous for the deer*

Gary Smith will present to council at the June 15 COTW

### **May 20 – Dare Graduation – Hutton Elementary**

- *attended with Councillor Thompson and Mayor Conrad*

**May 20 – Tour of fire hall and city works**

**May 21 – Women in Business luncheon**

**May 25 – council meeting**

**May 27 – Senior and Elected Officials Emergency Preparedness Workshop –  
Castlegar**

- *attended with Councillor Thompson*
- *learned about emergency management in BC eg:*
- *Legislated responsibilities*
- *Emergency management cycle*
- *Provincial emergency management structure*
- *BCERMS goals*
- *Response – provincial support*
- *Provincial coordination team*
- *Local authority response*
- *Site support (EOC organizational structure)*
- *Response – roles and responsibilities*
- *Declaring state of local emergency*
- *Recovery*
- *Disaster financial assistance*
- *Mitigation and prevention*
- *Preparedness*

I found this workshop very informative and would like to learn about the processes and roles for emergency preparedness in Grand Forks. Is there a committee? Who is on this committee? Etc.

**May 28 – BCRCC board meeting**

- *Contract with CFB – James will be moving back to full time with CFB beginning March 2016. James will provide training for a new BCRCC manager from October to March. CFB will provide funding throughout this transitional period.*
- *chamber will host a business forum on June 16 at gallery 2, from 6 – 8pm, to brainstorm and discuss the business climate in our community and seek assistance with strategic planning. See attached poster*
- *discussed the emergency preparedness workshop with the board and they would like to assist the committee(?) ... possibly with a communication stream with the businesses?*

**June 3 – Kettle River Watershed Starts Here – Roundtable**

- *attended with Councillors Thompson and Ross, Graham Watt (Kettle River Watershed Committee, Grace McGregor (RDKB Area C), Roly Russell (RDKB Area D), Kevin Argue (SD 51), Jenny Colesill (Granby Wilderness Society, Rick Simpson – BCWF, Sheila Dobie, Michael Zimmer (Biologist), Dave DeRosa (Teck/Trail), Jonathan Olderoyd, Marguerite Rotvold (Councillor, Village of Midway), Margaret Steel, Vickie Gee (RDKB*

Area E), Larry Jamioff (Sion Water Authority), Doug Noren (Forester), Delores Sheets (City of GF), Donna Dean (RDKB)

- **Roly Russell** gave an overview of the implementation advisory group's & round table's roles and process
- **Graham Watt** outlined the plan review, progress highlights, who's involved, and what's next: ie,
  - establishing the round table and implementation of the advisory group
  - studying governance and funding options
  - increasing understanding (SD 51 project based learning program, sessions and courses with Selkirk Summer Science Camp and Girl Guides)
  - Improving watershed health and function by completing riparian threat assessments, restoring habitat and stabilizing shorelines in Speckled Dace project
  - planning and fundraising for further restoration projects
- **Jenny Coleshill** talked about the effect of increased activity and land use within 100 metres of streams, lakes, rivers and wetlands, and that streams, regardless of their size or how frequently they flow, are connected to and have important effects on downstream waters.
- **Michael Zimmer** spoke on the Okanagan Sockeye Restoration Program and the Transboundary Reach Reintroduction

A chart had been prepared and handed out to all, listing the actions needed, who would take the lead, who would be participating, funding source for each, status, what's next, and timelines. Some of key points are:

- Build public and institutional support for improved watershed management, including the development, implementation, and continued support of policies and regulations that safeguard watershed health.
- Improve capacity for watershed stewardship.
- Improve understanding of water quality in the Kettle River watershed.
- Build support for managing water quality and environmental flows
- Improve water conservation and increase efficiency and productivity of water use in all sectors.
- protect drinking water supplies through source-water protection assessment, analysis and planning.
- Improve understanding of watershed health and function, including floodplain dynamics, in the Kettle River watershed.
- Build support and capacity for improving watershed function.
- Maintain or increase the extent and function of riparian areas wetlands, and permanent vegetation.
- protect soil and improve soil health to improve water retention and decrease erosion
- improve understanding of and celebrate recreational, cultural and amenity values
- Maintain a healthy fishery through habitat protection and restoration
- Improve support for protected areas and increase responsible recreation.

I would like to see this council prepare a resolution (with the assistance of Graham Watt) to take to the UBCM, petitioning the Provincial Government to enforce the riparian buffer zone on all agricultural and crown grazing lands.

**June 4 – Special meeting**

- Rotary Spray Park
- Canada 150 Legacy Grants

**June 10 – Growing Tourism Together Tour – Christina Lake Welcome Centre  
Facilitated by Thompson Okanagan Tourism Association (TOTA)**

Key topics to include:

- TOTA's new Industry Advisory Committees
- Destination development
- Thompson Okanagan Regional Marketing Showcase Events
- Creating a Sustainability Charter for tourism in our region

Since this meeting will take place after the reports are due in, I will include further details in my next report.

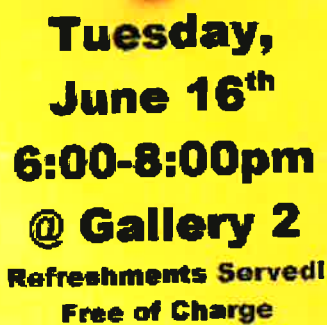
**PLEASE SEE BCRCC POSTER..... BELOW**





# Boundary Business Forum

SHARE ideas, NETWORK, and CREATE  
business development in the Boundary



**Tuesday,  
June 16<sup>th</sup>  
6:00-8:00pm  
@ Gallery 2  
Refreshments Served!  
Free of Charge**

*Join the Chamber for a round table  
discussion of the current business  
environment and share tangible  
ideas for economic development*

**BOUNDARY  COUNTRY**

*Regional Chamber of Commerce  
[boundarychamber.com](http://boundarychamber.com)*





June 15, 2015

## Councillor Report

Julia Butler

Over the past two weeks I have received many questions about the contract that was awarded for the remediation of the gravel pit. Policy 802A-1 describes the cities "Formal Tendering Process" as, the process whereby bids are solicited by means of public advertising including newspaper, publications, website or BC Bid. Further, that this process will be used to obtain written bids from at least three suppliers when the cost is estimated to exceed \$50 000. The city only received one bid for the contract after advertising it for two weeks on the city website. Council received the following response from staff regarding the inquiry:

*-The City encourages contractors to be in regular communication with the City in respect to our projects and inquires related to the approvals to ensure contractors are aware of the protocols and procedures in respect to specific projects and the overall process. This contract had some issues related to the main transmission power lines that provides power to the city and therefore it was considered urgent and was placed only on our website but was communicated through Council at a public Council meeting. The city does not extend timelines to receive additional bids or submissions once the timelines are in place and advertised. The city always reserves the right to refuse any bids that are not compliant or not within the financial amount allotted.*

*We are going to be following up with an invitation to the contractor community to attend a workshop on how the city operates in respect to the following:*


- 1. Bidding criteria*
- 2. Purchasing policy*
- 3. Budget process and what contractors can pick up by following the open public budget discussions*
- 4. Where we advertise*
- 5. How to touch base with our team to inquire about RFP's etc.....*
- 6. Bonding*

The city was officially made aware of the problem at the gravel pit on March 17, 2015 and began work on May 27, 2015. Due to the urgency of the situation, was it not possible to advertise the RFP in the newspaper and on BC Bid to receive three bids and the lowest possible price? I would like to ask our CAO for clarification on this so that the people can understand the process that we undertook.

In response to councils' decision last meeting to have me removed from office by the courts, I have received overwhelming support from the community and would like to once again thank everyone for their kind words and encouragement. Due to the provincial media coverage of the situation, I have been getting emails from all over the province. Some from councillors in other cities who face similar challenges. At this point I have not been served with any legal paperwork. It is frustrating to have this situation drag on. I would like to get things resolved as quickly as possible with the least financial impact to us all!



From:  Frank Konrad  
Subject: Agenda's & Reports  
To:  Diane Heinrich  
Cc:  Doug Allin

June 10, 2015 1:02:56 PM 

Good afternoon Diane,  
Just wondering where we are at in regards to the Agenda's. Also please find attached, my Report, on last nights Air Cadet event.

## Mayor's Report

On Tuesday, June 9<sup>th</sup>, I was invited to attend the "841 Boundary Squadron, Royal Canadian Air Cadets", 11<sup>th</sup> Annual Ceremonial Review, and Dinner.

I was the Reviewing Officer, of the Squadron, at this event, which I felt was a great honor bestowed upon myself and the City of Grand Forks, who I represented with pride. It was such an interesting event, and it showed once again, what a great contribution to this community these types of Youth Programs have to offer. We as citizens of Grand Forks, can be proud to have this Cadet Program in our community. Although our squadron may not be very large in number, nevertheless, it shows the dedication by the Cadets, and the people around them, who are so supportive.

As Mayor, I feel our community needs more of this type of program for our youth. On behalf of Council, and the Corporation, I welcomed the "841 Boundary Squadron, Royal Canadian Air Cadets", to come and give a presentation, at City Hall, which they were delighted with. I would therefore like to recommend to Staff, to put out my official invitation to them, on behalf of the City.

Supper at the Legion Hall, was very nice, with many Officers present. Many Awards were presented. I had the honor of presenting an award, on behalf of the City of Grand Forks, which was warmly accepted. The evening was delightful, with so much information presented. All in all, it was great and I enjoyed it. Just to see some of our young generation, as they progress, was worth it in itself. Thank you.

Regards,

**Mayor Konrad**

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**Frank Konrad**

Mayor

City of Grand Forks

Direct: 250-442-4154

Cell: 250-443-4177

Email: [FKonrad@GrandForks.ca](mailto:FKonrad@GrandForks.ca)



# REQUEST FOR DECISION

— REGULAR MEETING —



**To:** Mayor and Council

**From:** Procedure Bylaw / Council

**Date:** June 15<sup>th</sup>, 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.**

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**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.

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**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.

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**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**

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 Department Head or CAO	 Chief Administrative Officer
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# REQUEST FOR DECISION

— REGULAR MEETING —



**To:** Mayor and Council  
**From:** Corporate Services  
**Date:** June 15th, 2015.  
**Subject:** Selkirk College Partnership for Mural Project  
**Recommendation:** **RESOLVED THAT COUNCIL RECEIVE THE REQUEST REGARDING A PARTNERSHIP WITH THE CITY AND FUNDING FOR THE MURAL PROJECT, FOR DECISION AND/OR DIRECTION TO STAFF.**

---

**BACKGROUND:** Selkirk College Grand Forks Campus is now in the fourth year of programming summer camps for children aged 7-18 years of age. Since its inception, the program has been supported financially by community partners like Community Futures Boundary and KAST (Kootenay Association of Science and Technology) and Grand Forks was the first Selkirk College campus to offer a full range of kid's camp programming. Since then, all campuses have come on board and the offerings have grown significantly in scope.

This year, Selkirk College Grand Forks is working with Mural Artist Amber Santos (<https://bera.carbonmade.com/>) from Nelson. Amber will be instructing two camps (with a possible 3<sup>rd</sup> under development) working with kids aged 7-18 years of age. Amber has mixed media experience and will be teaching kids mural art in acrylic paint. It is estimated that approximately 45 kids will be able to participate in the program.

Selkirk College is requesting that the City of Grand Forks consider partnering on this initiative. Selkirk College is requesting that the City consider funding eight 4ftX8ft canvases (along with paint and brushes) that would be displayed on the Lift Station at City Park. These canvases would be painted by the children (with Amber's guidance) over a two day period and would be themed appropriately; high level thematic suggestions include agriculture (locally grown food etc), wildlife, rivers, and valleys.

In order to purchase the canvases, and adequate paint/brushes, Selkirk College is formally requesting financial support in the amount of \$2000 to cover these costs.

The intent would be to display the completed canvases (appropriately treated for summer weather) on the Lift Station buildings at City Park over the summer months when traffic is busy for everyone to enjoy. In the fall, the canvases would be stored appropriately until the City feels it is appropriate to display them again.

Selkirk College will be responsible for compensating Amber for her time here and any other related expenses and the completed canvases would be the City of Grand Fork's to maintain and display.

# REQUEST FOR DECISION

— REGULAR MEETING —



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

**General:** These camps have a significant economic impact on our region as well as a long lasting impact on the children who participate. These camps also provide an educational and recreational experience for our children. In the past the community has requested that the buildings in this location be improved with the use of colour and local talent.

**Strategic Impact:** Significant impact on City Park and on our community.

**Financial:** \$2,000 contribution to come from Community Support budget.

**Policy/Legislation:** N/A


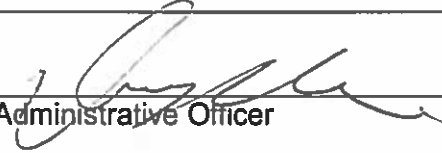
**Attachments:** Letter of request from Jennifer Wetmore, Selkirk College

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**Recommendation:**                      **RESOLVED THAT COUNCIL RECEIVE THE REQUEST REGARDING A PARTNERSHIP WITH THE CITY AND FUNDING FOR THE MURAL PROJECT, FOR DECISION AND/OR DIRECTION TO STAFF.**

**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

June 2 2015

**Attn: Sarah Winton**

The City of Grand Forks

PO Box 220

Grand Forks BC

VOH 1H0

Dear Ms Winton:

Thank you for discussing with me the potential to partner with the City of Grand Forks on a community development project involving the Public Washroom/Lift Station buildings at City Park. As requested, kindly read on for an overview of the proposed project:

**OVERALL SCOPE:**

Selkirk College Grand Forks Campus is now in our fourth year of programming summer camps for children aged 7-18 years of age. These camps fill a niche in our community and provide a very important educational and recreational experience for our children. Since its inception, the program has been supported financially by community partners like Community Futures Boundary and KAST (Kootenay Association of Science and Technology) and Grand Forks was the first Selkirk College campus to offer a full range of kid's camp programming. Since then, all campuses have come on board and the offerings have grown significantly in scope.

This year, our programs have shifted from a predominant focus on Science, to a more varied range of opportunities. To date, we have scheduled over 20 offerings ranging from Parkour, to Mapping camps and dance camps to mountain bike camps.

These camps have a significant economic impact on our region and have a long lasting impact on the kids and instructors who work with us. I am easily able to say that the development of this programming is one of the most satisfying portfolios I've had the privilege of working on since I joined the College.

**PROJECT SCOPE:**

This year, Selkirk College Grand Forks is proud to be working with Mural Artist Amber Santos (<https://bera.carbonmade.com/>) from Nelson. Amber will be instructing two camps (with a possible 3<sup>rd</sup> under development) working with kids aged 7-18 years of age. Amber has mixed media experience and while she is with us, will be teaching kids mural art in acrylic paint. Amber has extensive experience in "Street Art" and will be working with our students this talent while she is here. It is estimated that approximately 45 kids will be able to work with Amber while she is here and we anticipate these camps to fill quickly and be received by the community very well.

COMMUNITY  
EDUCATION &  
WORKPLACE  
TRAINING

## **PROJECT REQUEST:**

Selkirk College Grand Forks would like to ask the City of Grand Forks to consider partnering with us on an initiative we feel will have a significant impact on City Park and on our community.

We would like to request that the City consider funding eight 4ftX8ft canvases (along with paint and brushes) that would be displayed on the Lift Station at City Park. These canvases would be painted by the children (with Amber's guidance) over a two day period and would be themed appropriately. It may be that Amber is only able to complete four of the eight canvases during this time; however, if this is the case, we would bring her back at a later time to complete the other four with more students.

In discussion with Amber, she is comfortable guiding the children in a specific thematic direction but would do this "with a light hand" so that the amazing creativity of our children is not lost on this translation. At this point, high level thematic suggestions include agriculture (locally grown food etc), wildlife, rivers, and valleys. Of course, we are open to suggestions but would, ultimately, leave the final creative process upto Amber and the kids.

The intent would be to display these completed canvases (appropriately treated for summer weather) on the Lift Station buildings at City Park over the summer months when traffic is busy for everyone to enjoy. In the Fall, the canvases would be stored appropriately until the City feels it is appropriate to display them again.

In order to purchase the canvases, and adequate paint/brushes, Selkirk College is formally requesting financial support in the amount of \$2000 to cover these costs. Selkirk College will be responsible for compensating Amber for her time here and any other related expenses and the completed canvases would be the City of Grand Fork's to maintain and display.

## **TIMELINE:**

We are in the final stages of finalizing our programming. We would very much appreciate hearing from the City no later than June 17<sup>th</sup>, 2015. The canvases would be completed by mid August.

We very much appreciate your consideration and look forward to partnering with you on this initiative.

Please don't hesitate to contact me with questions and thanks in advance.

Sincerely,

Jennifer Wetmore  
Campus Manager, Community Education and Workplace Training Coordinator  
Selkirk College Grand Forks Campus  
250 442 2704

# REQUEST FOR DECISION

— REGULAR MEETING —



**To:** Mayor and Council

**From:** Manager of Development and Engineering

**Date:** June 15, 2015

**Subject:** Support from Council to transfer the lease of 7212 Riverside Drive in the event that Habitat for Humanity Southeast BC should decide to withdraw from the Lease.

**Recommendation:** **RESOLVED THAT COUNCIL** choose to support transferring the lease of 7212 Riverside Drive in the event that Habitat for Humanity Southeast BC decides to withdraw from the lease.

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**BACKGROUND:** In February of 2013, the City posted a Request for Proposal for the lease of 7212 Riverside Drive. The City received a proposal from Habitat for Humanity, Whispers of Hope Benevolence Association and Boundary Emergency and Transition Housing Society, also known as MAAPS (Multi-Agency Accommodation Project). The project included the creation of a multi agency accommodation to meet the needs of individuals and families in the Boundary who are homeless, hungry and/or unable to obtain decent, safe and affordable housing including the construction of a Re-Store adjacent to the 7212 building. Council agreed to a large portion of the proposal and entered into a 5 year lease agreement instead of the ten year lease being requested, in September of 2013. Habitat for Humanity was unable to secure the total amount of funding required to commence construction of the Re-Store upon which they decided to rent the old Forestry building in the mean time while continuing to secure funding for the project. Most of the items requested from Council have been completed except for the servicing of the new building.

Early in 2015 Habitat received word from BC Housing that they would provide MAAPS with a \$100,000 grant for the project on the condition that the lease was extended to ten years. MAAPS approached Council February 4, 2015 and requested the lease extension. The motion was deferred to the February 23, 2015 Regular meeting. At the February 23, 2015 Regular meeting, Council resolved to refer the matter back to staff for more information. Staff took a report to a Special meeting of Council on March 4, 2015 with a chronological list of events. At the March 4, 2015 Special meeting, Council resolved to proceed with the request from MAAPS to extend the lease from five years to ten years and further that the request is contingent on funding and Public Notice. Under the requirements of the Community Charter, the City is required to publicly advertise the disposition or lease of any City owned property. The City placed an ad of lease in the newspaper for two consecutive weeks on March 11 and March 18, 2015. An update was brought forward at the March 23, 2015 Regular meeting of Council. Council resolved to receive the report for information.

# REQUEST FOR DECISION

## — REGULAR MEETING —



Whispers of Hope Benevolence Association and BETHS submitted a letter on May 7, 2015 requesting that the City transfer the current lease to Whispers of Hope and BETHS in the event that Habitat for Humanity gives notice of its intent to withdraw the lease. The letter was submitted for information at the May 25, Regular meeting of Council. Dave Smith, of SmithPlan Consulting presented a powerpoint presentation on Transitional Housing at the same meeting and Council passed a resolution to proceed with setting up a Transition Housing Project Steering Committee (THPSC) and that the THPSC provide assistance and recommendations to Council regarding the steps necessary to facilitate the development of transition housing in the community.

If Council chooses to support the recommendation, the next steps would be:

- contact all the agencies to inform them of Council's decision;
- obtain a letter from Habitat for Humanity providing the City notice that they would like to withdraw from the lease; and
- revise the lease agreement to be with BETH's and Whispers of Hope.

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

<b>General:</b>	Provides assurance that BETHS and Whispers of Hope have a home if Habitat for Humanity withdraws from the current lease.
<b>Strategic Impact:</b>	Council upholds its decision to enter into a lease for 7212 Riverside Drive.
<b>Financial:</b>	N/A
<b>Policy/Legislation:</b>	Section (8) 1 of the Community Charter gives the municipality the capacity, rights, powers and privileges of a natural person, including the power to acquire and dispose of property. Disposal of property also includes the leasing of property.
<b>Attachments:</b>	N/A

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<b>Recommendation:</b>	<b>RESOLVED THAT COUNCIL</b> choose to support transferring the lease of 7212 Riverside Drive in the event that Habitat for Humanity Southeast BC decides to withdraw from the lease.
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# REQUEST FOR DECISION

— REGULAR MEETING —



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

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Department Head or CAO	Chief Administrative Officer





# REQUEST FOR DECISION

— REGULAR MEETING —



**To:** Mayor and Council  
**From:** Manager of Operations  
**Date:** June 15, 2015  
**Subject:** Solid Waste Collection Agreement with RDKB  
**Recommendation:** **RESOLVED THAT COUNCIL FORMALIZE THE SOLID WASTE COLLECTION AGREEMENT WITH THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY.**

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## **BACKGROUND:**

The Regional District established a regional solid waste management service, pursuant to the Waste Collection Service Bylaw to service electoral areas within the jurisdiction of the Regional District of Kootenay Boundary and entered into an agreement with Kettle Valley Waste Ltd., dated October 6, 2011, for the provision of such services on behalf of the Regional District until June 30, 2017.

Pursuant to the Contract, Kettle Valley Waste Ltd. is also required to provide solid waste collection services to the City of Grand Forks.

The City's receipt of solid waste collection services from the Regional District has, to date, been through an informal agreement with the Regional District.

The Regional District wishes to provide to the City, and the City wishes to receive from the Regional District, continued waste collection services pursuant to the Contract and the parties wish to formalize the terms and conditions of such arrangement.

The City and the Regional District wish to enter into an Agreement to record their respective rights and obligations with respect to the Regional District's provision of waste collection services and the City's receipt of such services, all in accordance with the terms and conditions set out in such Agreement until a termination date of June 30, 2017.

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# REQUEST FOR DECISION

— REGULAR MEETING —



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

**General:** This is a housekeeping item to formalize the agreement regarding the Waste Collection that outlines both party's responsibilities between the City of Grand Forks and Regional District of Kootenay Boundary that has been in effect since 2012.

### **Strategic Impact:**

**Financial:** The fees will be adjusted annually on July 1 according to the following formulae:  
The percentage of the change in the CPI British Columbia Transportation Index for the period ending May 31st, times the extended Unit cost or previous year's price.  
The Unit count will be adjusted annually based on a May 1 City Unit count report and verified by the Regional District.

**Policy/Legislation:** Formal agreement would solidify the relationship between both parties regarding the collection of solid waste.

**Bylaw 1978, 2006, Bylaw 1937,2012, and Bylaw 1945, 2013**

**Attachments:** Agreement – Grand Forks Waste Collection  
**Bylaw 1978, 2006 – Residential Garbage Collection Regulations**  
**Bylaw 1937, 2012 – Garbage Amendment 2012**  
**Bylaw 1945, 2013 -- Garbage Amendment 2013**

# REQUEST FOR DECISION

— REGULAR MEETING —





**Recommendation:**

**RESOLVED THAT COUNCIL FORMALIZE THE SOLID WASTE COLLECTION AGREEMENT WITH THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY AS PRESENTED**

**OPTIONS:**

- 1. RESOLVED THAT COUNCIL FORMALIZE THE SOLID WASTE COLLECTION AGREEMENT WITH THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY AS PRESENTED.**
- 2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE AGREEMENT**
- 3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.**

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Department Head or CAO	Chief Administrative Officer

# GARBAGE, ORGANICS, RECYCLING and YARD WASTE COLLECTION AGREEMENT

## (Waste Collection Services)

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2015

BETWEEN:

**REGIONAL DISTRICT OF KOOTENAY BOUNDARY**, a municipal corporation pursuant to the *Local Government Act* and having its offices at 202-843 Rossland Avenue, Trail, BC V1R 4S8

("Regional District")

AND:

**CITY OF GRAND FORKS**, a municipal corporation pursuant to the *Local Government Act* and having its offices at 7217 4th Street, Grand Forks, BC, V0H 1H0

(the "City")

**WHEREAS:**

- A. The Regional District established a regional solid waste management service, pursuant to the Waste Collection Service Bylaw to service electoral areas within the jurisdiction of the Regional District of Kootenay Boundary and entered into an agreement with Kettle Valley Waste Ltd. (the "**Contractor**"), dated October 6, 2011, for the provision of such services on behalf of the Regional District (the "**Contract**");
- B. Pursuant to the Contract, the Contractor is also required to provide solid waste collection services to the City of Grand Forks;
- C. The City's receipt of solid waste collection services from the Regional District has, to date, been through an informal agreement with the Regional District;
- D. The Regional District wishes to provide to the City, and the City wishes to receive from the Regional District, continued waste collection services pursuant to the Contract and the parties wish to formalize the terms and conditions of such arrangement;
- E. The City and the Regional District wish to enter in this Agreement to record their respective rights and obligations with respect to the Regional District's provision of waste collection services and the City's receipt of such services, all in accordance with the terms and conditions set out in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and of the sum of \$10.00 and other good and valuable consideration from one party to the other, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties covenant and agree as follows:

## **1. INTERPRETATION**

### **1.1 Definitions**

In this Agreement:

- (a) "**Agreement**" means this agreement including the Schedule to this agreement, as amended from time to time by written agreement of the parties;
- (b) "**Commencement Date**" means January 1, 2015;
- (c) "**Contract**" means the agreement between the Regional District and the Contractor for the Contractor's provision of the Services, dated October 6, 2011;

- (d) **"Contractor"** means Kettle Valley Waste Ltd., Incorporation Number BC0910267;
- (e) **"Monthly Fee"** has the meaning given in section 2.3;
- (f) **"Services"** means the Contractor's supply of all labour, materials, supervision, machines, tools, plant, equipment and any incidentals necessary for the Contractor to collect and remove:
  - (i) yard & garden waste, on a monthly basis, from March to November;
  - (ii) recyclable material, on a bi-weekly basis;
  - (iii) residual waste, on a bi-weekly basis; and
  - (iv) organic waste, on a weekly basis;
- (g) **"Term"** means the term of years and months as set out in Section 2.1 of this Agreement;
- (h) **"Termination Date"** means June 30, 2017;
- (i) **"Unit"** means a unique residence receiving Services regardless of whether the residence is part of a larger complex containing multiple Units; and
- (j) **"Waste Collection Service Bylaw"** means the Regional District of Kootenay Boundary solid waste collection service establishment bylaw, no. 1090, as may be amended or replaced from time to time.

## 1.2 Headings

The division of this Agreement into sections and subsections and the insertion of the recitals and headings are for convenience of reference only and will not affect the construction or interpretation of the Agreement.

## 1.3 Currency

All transactions referred to in this Agreement will be made in lawful currency of Canada.

## 1.4 Singular, Plural, Gender and Person

Wherever in this Agreement the context so requires the singular number will include the plural number and vice versa and any gender used will be deemed to include the feminine, masculine or neuter gender.

## 1.5 Statutes

Each reference to a statute is deemed to be reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time.

## 1.6 Schedules

The following attached schedules are incorporated in this Agreement and are deemed to be part of this Agreement:

Schedule A – Service Fee Schedule

# 2. SERVICE DELIVERY AND PAYMENT

## 2.1 Services

The Regional District will, at its cost, for the duration of the Term:

- (a) subject to section 0, deliver the Services to the City in accordance with this Agreement;
- (b) administer the Services with respect to managing the activities of the Contractor; and
- (c) assume the obligation of and administer all costs under the Contract.

## **2.2 Term**

The term of this Agreement (the "**Term**") will commence on the Commencement Date and end on the Termination Date, subject to the following:

- (a) earlier termination in accordance with the terms of this Agreement; and
- (b) renewal or extension of the Term on such terms as the parties agree to in writing. If the parties agree to an extension of the Term, then:
  - (i) the parties will mutually agree on new terms under section 2.3;
  - (ii) all other terms and conditions of this Agreement not mutually amended will remain the same; and
  - (iii) the Term will be extended for the period(s) agreed to by the parties.

## **2.3 Fees and Payment to Regional District**

In consideration for the Regional District's delivery of the Services, the City will pay to the Regional District each month during the Term, an amount ("**Monthly Fee**") equal to that amount requested by the Regional District in the monthly invoices submitted under section 3.1.

## **2.4 Terms of Payment**

The City's payment to the Regional District under section 2.3 will be made within fourteen (14) days of the City's receipt of the completed monthly invoice submitted by the Regional District in accordance with section 3.1.

# **3. INVOICING**

## **3.1 Monthly Invoicing**

The Regional District will, within 15 days after the end of each month during the Term, deliver to the City an invoice for the immediately preceding month which includes a statement of:

- (a) the number of Units receiving Services for the preceding month; and
- (b) the extended Unit costs as per Schedule A.

## **3.2 Unit Counts**

The City will, no later than May 1 of each year during the Term, deliver to the Regional District a Unit count report which includes, but is not limited to a count of all Units receiving Services.

## **3.3 Tax Remittance**

The Regional District will be responsible for goods and services taxes and any other sales tax or similar tax required to be collected and remitted with respect to the delivery of the Services.

# **4. CITY'S OBLIGATIONS**

## **4.1 City's Obligations**

Notwithstanding any other provision herein, the City will at its cost, for the duration of the Term:

- (a) provide annual Unit counts to the Regional District on or before May 1 each year;

- (b) promptly provide all relevant information that may impact delivery of the Services within the City of Grand Forks including, but not limited to, planned road closures, emergency or other community-wide events and weather-related events; and
- (c) enact and support bylaws which describe the resident's obligations for receiving the Services.

## **5. REGIONAL DISTRICT'S OBLIGATIONS**

### **5.1 Control and Direction of Employees**

The Regional District acknowledges that the Regional District is responsible for the control and direction of the Services and the Contractor and the control and direction of the Regional District's employees.

### **5.2 Statutory and Other Payments**

The Regional District will be liable and responsible for payment to the proper authorities of all income tax payments, employment insurance premiums, WorkSafeBC premium, Canada Pension Plan contributions, Workers Compensation premiums and assessments, and all other employment expenses, statutory or otherwise in relation to the Services provided under this Agreement by the Regional District's employees and will require the Contractor to likewise be liable and responsible for such payment in respect of the Contractor's employees.

### **5.3 WCB Compliance**

The Regional District will:

- (a) require the Contractor to comply with and conform to all health and safety laws, by-laws and regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto in delivering the Services;
- (b) without limiting the generality of any other indemnities granted by the Regional District in this Agreement, indemnify and save harmless the City from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which the City incurs, suffers or is put to arising out of or in any way related to unpaid assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the *Workers Compensation Act*, including penalties levied by the *Workers Compensation Act*. This indemnity will survive termination of the Agreement.

## **6. INDEMNIFICATION**

### **6.1 Indemnity by the Regional District**

The Regional District will indemnify and save harmless the City, its elected officials, officers, employees, servants and agents from and against any and all losses, claims, demands, damages, actions, causes of action, fines, penalties, liens, costs and expenses the City may sustain or incur at any time, either before or after the expiration or termination of this Agreement, arising directly or indirectly by reason of:

- (a) any breach of the Agreement by the Regional District, or any agent, employee, director or officer of the Regional District;
- (b) any act, omission, negligence, delay or misrepresentation by the Regional District, or those for whom the Regional District is responsible, in delivering the Services and observing and performing the obligations under this Agreement;
- (c) any personal injury (including death) or damage to property caused by the Regional District or those for whom the Regional District is responsible, in delivering the Services.

## **6.2 Indemnity by the City**

The City will indemnify and save harmless the Regional District, its elected officials, officers, employees, servants and agents from and against any and all losses, claims, demands, damages, actions, causes of action, fines, penalties, liens, costs and expenses the Regional District may sustain or incur at any time, either before or after the expiration or termination of this Agreement, arising directly or indirectly by reason of any breach of the Agreement by the City, or any agent, employee, director or officer of the City.

## **6.3 Survival**

The provisions of the indemnity in section 6.1 and 6.2 will survive termination of the Agreement.

## **7. SUSPENSION AND TERMINATION**

### **7.1 City's Right to Terminate**

The City may terminate this Agreement, in the event that the Regional District fails to perform any of its obligations under this Agreement and continues to be in default of its obligations for a period of 5 days after receipt of notice in writing of such failure from the City, immediately upon the expiry of such 5 day period unless the failure of default cannot be remedied within such period with reasonable diligence in which case this Agreement may be terminated by the City if the Regional District fails to diligently proceed to remedy the default.

### **7.2 Payment Upon Termination**

In the event the City gives notice of termination pursuant to section 7.1, the City will within 30 days of termination being effected, reconcile all records and books of account and pay to the Regional District any amounts owing to the Regional District under this Agreement for Services delivered up to and including the effective date of termination. For certainty, no amount will be owing by the City to the Regional District for any loss or damage of any kind whatsoever flowing from early termination or on account of lost profits relating to early termination.

### **7.3 Survival**

The provisions of termination in section 7.1 and 7.2 will survive termination of the Agreement.

### **7.4 Regional District's Right to Suspend or Terminate**

- (a) The Regional District may terminate this Agreement, in the event that the City fails to perform any of its obligations under this Agreement and continues to be in default of its obligations for a period of 5 days after receipt of notice in writing of such failure from the Regional District, immediately upon the expiry of such 5 day period unless the failure of default cannot be remedied within such period with reasonable diligence in which case this Agreement may be terminated by the Regional District if the City fails to diligently proceed to remedy the default.
- (b) The Regional District may suspend the delivery of the Services whenever the Regional District is unable to fulfill its obligations hereunder in respect of the delivery of such Services by reason of the Contractor's termination under the Contract, the Contractor's failure to provide the Services in accordance with the Contract, any labour dispute, law or regulation, landslides, floods, earthquakes, fires, washouts and any similar causes that prevent the Contractor from providing the Services or by reason of any other cause beyond the Regional District's reasonable control.
- (c) If the Regional District suspends the delivery of the Services under section (b) then the Regional District will be entitled to extend the time for fulfillment of its obligation by a time equal to the duration of the delay or restriction, as the case may be, provided however that if the delivery of the Services is delayed for a period of 20 Business Days or more, the Regional District may, without prejudice to any other right of remedy the Regional District may have, terminate the Agreement by giving the City written notice to that effect.



## 8. NOTICES

### 8.1 Notices

All notices, requests, documents, communications or tender of monies, ("**Notices**") required or permitted to be given under this Agreement will be validly given when delivered, faxed, emailed or mailed in British Columbia by prepaid registered post, as the case may be, to the party to which it is to be given as follows:

(a) If to the Regional District:

202-843 Rossland Avenue  
Trail, BC  
V1R 4S8  
Fax: 250-368-3990  
Email:

(b) If to the City:

7217 4th. Street  
Grand Forks, BC  
V0H 1H0  
Fax: 250-442-8000  
Email:

or at such other address as the party to whom the notice is sent may specify by notice given in accordance with the provisions of this section. The date of receipt of any Notice will be deemed to be the date of delivery if delivered by 4:30 pm Mountain Standard Time on a Business Day in the place of the recipient, and if otherwise delivered, on the next Business Day following the date of such delivery. For clarity, "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada.

## 9. GENERAL

- 9.1 Successors and Assigns.** This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.
- 9.2 Written Waivers.** No indulgence or forbearance by the City will be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of the Regional District and any such waiver must be in writing and signed by the City and then such waiver will only be effective in a specific instance and for the specific purpose for which it is given.
- 9.3 Further Assurances.** Each party will execute and deliver promptly all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Agreement.
- 9.4 Remedies Cumulative.** The rights and remedies under the Agreement are cumulative and are not in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 9.5 Amendment.** This Agreement may not be amended except by a written instrument signed by the Regional District and the City.
- 9.6 Entire Agreement.** This Agreement and all documents contemplated by or delivered under or in connection with this Agreement constitute the entire agreement between the parties and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings whether written or oral, express or implied, or otherwise.
- 9.7 Governing Law.** This Agreement and any dispute arising out of or in connection with this Agreement will be governed exclusively by and will be enforced, construed and interpreted exclusively in accordance with the

laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this Agreement.

- 9.8 Attornment.** The parties agree to submit to and hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia for any action arising out of or in connection with this Agreement.
- 9.9 Severability.** Each provision of this Agreement is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever such provision will be severed from this Agreement and will not affect the legality, validity or enforceability of the remainder of or any other provision of this Agreement.
- 9.10 Time of Essence.** Time will be of the essence of this Agreement.
- 9.11 No Derogation.** The parties acknowledge and agree that nothing contained or implied in this Agreement will be construed as limiting or prejudicing the rights and powers of the Regional District in the exercise of its functions pursuant to the *Local Government Act and the Community Charter, or any other right or power* under any public or private statutes, bylaws, orders or regulations, all of which may be fully exercised as if this Agreement had not been entered into.
- 9.12 Counterparts.** This Agreement may be executed by the parties in counterparts and may be executed and delivered by e-mail or fax and all such counterparts and e-mails and faxes together constitute one and the same agreement.
- 9.13 Survival.** All obligations of each of the parties which expressly or by their nature survive termination of expiration of this Agreement, will continue in full force and effect subsequent to and notwithstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.
- 9.14 Assignment.** The Regional District will not assign or transfer this Agreement without the City's prior written consent, which consent may be unreasonably withheld.

**IN WITNESS WHEREOF** this Agreement has been executed and delivered by the parties as of the day and year first above written.

**REGIONAL DISTRICT OF KOOTENAY BOUNDARY**

**CITY OF GRAND FORKS**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**SCHEDULE A  
FEE SCHEDULE**

**January 1, 2015**

**Organics and Garbage Collection - \$77.42 per Unit per year**

**Yard and Garden Waste Collection - \$15.77 per Unit per Year**

**Recycling Collection – no charge**

The fees will be adjusted annually on July 1 according to the following formulae:

The percentage of the change in the CPI British Columbia Transportation Index for the period ending May 31<sup>st</sup>, times the extended Unit cost or previous year's price.

**Number of Units as at January 1, 2015 – 1,821**

The Unit count will be adjusted annually based on a May 1 City Unit count report and verified by the Regional District.

# THE CORPORATION OF THE CITY OF GRAND FORKS

## BYLAW NO. 1798

### **A Bylaw to Regulate the Rates, Conditions and Terms for the Collection of Residential Garbage**

=====

**WHEREAS** in accordance with the Community Charter, Council may by bylaw make provisions for regulating the rates, conditions and terms under or upon which garbage collection services may be supplied to and used by the residents of Grand Forks;

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

#### Title:

1. This Bylaw may be cited as the **"Residential Garbage Collection Regulation Bylaw No. 1798, 2006"**.

#### Repeal of Existing Bylaw

2. "Garbage Collection Regulations and Rates Bylaw No. 1600, 2000" and all amendments thereto are hereby repealed.

#### Definitions:

3. In this Bylaw, unless the context otherwise requires:

"City"	means the City of Grand Forks
"Garbage"	means household waste generated by operations incidental to the premises, and includes yard waste
"Garbage Collection Area"	means the area within the boundaries of the City
"Garbage Collector"	means any person or company who collects garbage within the City.
"Garbage Collection"	means the collection of residential garbage
"Landfill Site"	means the solid waste sanitary landfill site operated by the Regional District of Kootenay Boundary to service the City.

"Mixed Use Premises"	means residential dwelling and commercial use within the same premises.
"Property Owner"	means the registered owner of residential property within the garbage collection area and shall, where applicable, include the executor or administrator of an estate.
"Residential Dwelling"	means - Single Family Dwellings - Duplexes - Triplexes - Rowhouses and Townhouses that are individually owned, are non-strata, and each unit has a driveway with city street access
"Recyclables"	means glass food containers, non-refundable glass beverage containers, metal food containers, aluminum foil and non-refundable aluminum and tin cans; HDPE No. 2 un-coloured plastic, newspapers, corrugated cardboard, mixed waste paper, and any other material which may be designated recyclable by the Regional District of Kootenay Boundary.
"Yard Waste"	means grass, lawn and hedge clippings, grass sod, flowers, weeds, leaves, vegetables, stalks, shrubs and tree branches less than three inches in diameter.

#### **General Provisions:**

4. All garbage generated from residential premises, as defined in this bylaw, within the garbage collection area, must be disposed of in accordance with the terms of this bylaw.
5. Garbage for pick-up shall not be placed with the garbage of others.

#### **Provision of Service**

6. Every owner of a residential dwelling, as defined in this bylaw, within the garbage collection area shall use the garbage collection system established by the City.
7. Notwithstanding Section 6, residential dwellings units, consisting of 3 units or less, that are part of a mixed-use premise shall arrange for their own garbage collection service.

Household garbage will be collected by the Garbage Collector, on a weekly basis, on the day specified by the Garbage Collector. Yard waste will be collected on the dates specified each year by the Garbage Collector.

**Container Requirements:**

8. Every owner of a residential dwelling unit, as defined in this bylaw, shall provide and maintain in sanitary condition and in good repair, containers to contain all garbage. Each week, the Garbage Collector will pick up the number of containers, weighing a maximum of 22kg each, as outlined in "Schedule A" of this bylaw. Owners or occupiers of residential dwelling units, as defined in this bylaw may purchase "tag-a-bag" tags for all containers in excess of the maximum container limit, outlined in Schedule "A" of this bylaw, and the Garbage Collector will pick up the extra tagged garbage.

Yard waste may be in any combination of cans without lids, clear plastic bags or bundles to a maximum of three such containers. Tree prunings must be three inches in diameter or less and three feet long tied in bundles not exceeding the equivalent of a garbage can.

10. The City or the Garbage Collector, designated by the City, shall not be responsible for the replacement of any containers or lids damaged or lost for any reason whatsoever.
11. Containers must be accessible to the Garbage Collector's pick-up route between the hours of 7:00 a.m. and 7:00 p.m. on the appropriate day of collection. The route may be changed at the discretion of the City.
12. The City may suspend collection service from properties where containers or location or design of pick-up facilities, are unacceptable to the Superintendent of Public Works, but such suspension shall not waive any requirement, or abate or waive any charges or rates under the provisions of this bylaw.

**Prohibited Materials:**

13. The Garbage Collector shall not pick up any explosive, volatile, corrosive materials, dangerous chemicals or any other material which may be dangerous to the health and/or safety of the garbage collection personnel or other members of the public, including but not limited to paint, batteries, or solvents. The Garbage Collector is not obliged to pick up oil, fuel, equipment lubricants, controlled waste, or refundable beverage containers. The Garbage Collector is not obliged to pick up recyclables.

The Property Owner is responsible for the disposal of these prohibited materials, which can be disposed of at the following locations:

Special Waste

Disposal Location

Paint	Paint Recycling Depot
Lead / Acid Batteries	Designated Area at the Landfill
Oil, Fuel, Equipment Lubricants	Place of purchase will have information of where to dispose

Recyclables

Refundable beverage containers	Return to place of purchase for refund
	Return to the Bottle Depot
Recyclables	Recycling Depot, or pickup at such times as designated by the Regional District of Kootenay Boundary

14. The City reserves the right to refuse or to remove all prohibited material which is not garbage.

**Rates and Charges:**

15. Property owners shall be responsible for payment of all rates for garbage services for properties owned by them.
16. The user rates and charges specified in Schedule "A" of this bylaw are hereby imposed and levied for garbage services supplied by the City. All such rates shall be due and payable on or before the first working day after July 1<sup>st</sup> in each year. These rates may also be paid on the City's Tax/Utility Pre-authorized Pre-payment Plan.
17. User rates paid by the close of business on the last working day in March, shall qualify for a 5% discount. User rates not paid by the last working day in December shall be subject to a 10% penalty.
18. A notice stating that such rates are due shall be available during the month of February each year, and every such notice shall state the amount of the discount and the date by which the account is required to be paid in order for the discount to apply. The notice shall also advise of the penalty provision as outlined in Clause 17 above.

19. For any garbage service started after the 1<sup>st</sup> day of January, the property owner will be billed for an amount equal to the annual rate prorated for the number of days remaining in the year.
20. Due to the fact that the City must maintain the service to all residential properties, the annual fee for garbage service shall be collected for properties which may become vacant for a period of time during the billing year.
21. All rates and charges remaining unpaid on the 31<sup>st</sup> day of December in each year shall be added to and form part of the taxes payable in respect of the land and improvements therein, and shall be entered on the Collector's Roll as taxes in arrears.

**Enforcement:**

22. Any person who violates any provision of this bylaw commits an offence and is liable on conviction to a fine of not more than \$2,000.00.

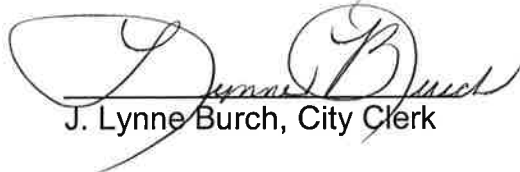
Read a **FIRST** time this 9<sup>th</sup> day of January, 2006.

Read a **SECOND** time this 9<sup>th</sup> day of January, 2006.

Read a **THIRD** time this 9<sup>th</sup> day of January, 2006.

**FINALLY ADOPTED** this 23<sup>rd</sup> day of January, 2006.

  
Mayor Neil Krog

  
J. Lynne Burch, City Clerk



## **CERTIFICATE**

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1798,  
cited as "Garbage Regulations and Rates Bylaw No. 1798, 2006".

---

Clerk of the Municipal Council of the  
City of Grand Forks

**“Schedule A” of Bylaw No. 1798**

**SCHEDULE OF RATES AND CHARGES**

Residential Garbage Collection	\$94.64 per year per residential dwelling unit as defined in this bylaw
Maximum 2 containers or bags per week or One toter type container per week	
“Tag-A-Bag” tags for bags of garbage in excess of the two bag limit per week	6 tags for \$6.00

# THE CORPORATION OF THE CITY OF GRAND FORKS

## **BYLAW NO. 1937**

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

=====

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

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

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

1. This Bylaw may be cited for all purposes as **“Garbage Regulations and Rates Amendment Bylaw No. 1937, 2012”**.
2. That Section 3 “Definitions” be amended by amending the definition of “Garbage” to read as follows:

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

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

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

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

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

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

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

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

*"Residential Dwelling" means – Single Family Dwellings*

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

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

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

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

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

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

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

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

9. That Bylaw No. 1798, cited as "Residential Garbage Collection Regulation Bylaw No. 1798, 2006", be amended by deleting "Schedule A" and replacing it with a new "Schedule A", which is attached hereto and identified as "Appendix 1".

10. This bylaw shall come into force and effect upon adoption.

Read a **FIRST** time this 20th day of August, 2012.

Read a **SECOND** time this 20th day of August, 2012.

Read a **THIRD** time this 20th day of August, 2012.

**FINALLY ADOPTED** this 4th day of September, 2012.



\_\_\_\_\_  
Mayor Brian Taylor



\_\_\_\_\_  
Corporate Officer – Diane Heinrich

### **CERTIFICATE**

I hereby certify the foregoing to be a true copy of Bylaw No. 1937 as passed by the Municipal Council of the City of Grand Forks on the 4th day of September, 2012.

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

**Schedule A**

**SCHEDULE OF RATES AND CHARGES**

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

Residential Garbage Collection Service includes:

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

"Tag-A-Bag" tags for bags of garbage in excess Of the one-bag limit every two weeks	6 tags for \$18.00
--	--------------------

# THE CORPORATION OF THE CITY OF GRAND FORKS

## **BYLAW NO. 1945**

### **A Bylaw to amend the City of Grand Forks Residential Garbage Collection Regulation Bylaw No. 1798, 2006 & 1937 2012**

=====

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

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

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

1. This Bylaw may be cited for all purposes as **“Garbage Regulations and Rates Amendment Bylaw No. 1945, 2013”**.
2. That Section 3 “Definitions” be amended by amending the definition of “Waiver of Service” to read as follows:

“Waiver of Service” would include – Rowhouses

- Townhouses
- Gated Communities
- Manufactured Home Parks

That can provide proof that they have existing garbage contracts in place prior to the date that Bylaw 1937, a bylaw to amend the City of Grand Forks Garbage Collection Regulation Bylaw No. 1798, 2006 was adopted.

Upon expiration of any existing Garbage Collection contract, as mentioned above, the Garbage Regulations and Rates Amended Bylaw No. 1937, 2012, will come into effect for those properties.

- 2.1 Every owner of a Residential Dwelling Premise within the collection area shall use the Garbage, Yard Waste and Mandatory Residential Recycling Materials collection systems established by the City of Grand Forks pursuant to this bylaw and shall pay the rates and fees set out in Schedule “A” to this bylaw, except those who have been granted a “waiver of service” by Management Staff.



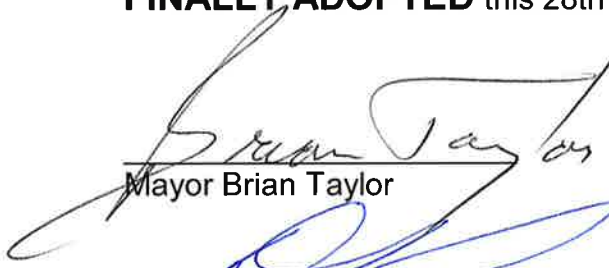
3. That Section 15 be amended to read as follows:  
Property owners shall be responsible for all rates for garbage services for properties owned by them with the exception to those properties with existing garbage contracts in place as described in the Waiver of Service as per Section 3 of the definitions section of the Bylaw.
4. This bylaw shall come into force and effect upon adoption.

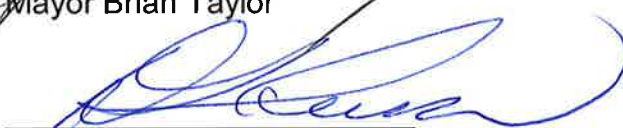
Read a **FIRST** time this 14th day of January, 2013.

Read a **SECOND** time this 14th day of January, 2013

Read a **THIRD** time this 14th day of January, 2013

**FINALLY ADOPTED** this 28th day of January, 2013

  
Mayor Brian Taylor

  
Corporate Officer – Diane Heinrich

### **CERTIFICATE**

I hereby certify the foregoing to be a true copy of Bylaw No. 1937 as passed by the Municipal Council of the City of Grand Forks on the 4th day of September, 2012.

---

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

**“Appendix 1”**

**Schedule A**


**SCHEDULE OF RATES AND CHARGES**

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

Residential Garbage Collection Service includes:

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

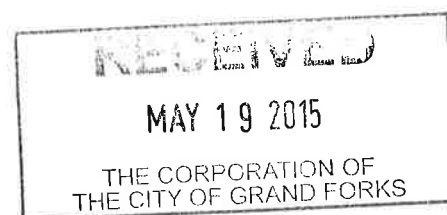
“Tag-A-Bag” tags for bags of garbage in excess Of the one-bag limit every two weeks	6 tags for \$18.00
--	--------------------

From: [REDACTED] "Gerard Tetreault" <ger\_ber@telus.net> May-15-15 12:18:43 ...   
Subject: My retirement from Music in the park  
To: [REDACTED] Info City of Grand Forks

I Bernice Tetreault here by give notice of my retirement from music in the park. I have pasted on the venue to Zak Eburne, who I trust will do a good job and take care of our event. It has given me much pleasure this past 9yrs. to have all kinds of music played every summer. I will miss it but now I can be a spectator.

Thank You for letting us have this event every summer. It has attracted performers from as far away as Australia.

[REDACTED] Bernice Tetreault

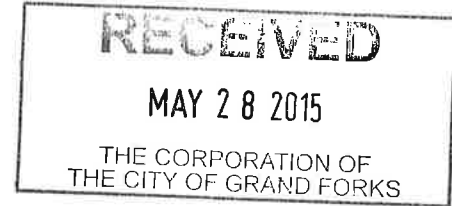


**FILE CODE**

*WE3-* Music in the Park-  
E3 - Tetreault Retiring



From: [REDACTED] <info@civicinfo.bc.ca> May-27-15 10:29:20 AM  
Subject: 2015 UBCM Convention - Meeting Requests with Premier Christy Cl...  
To: [REDACTED] "CivicInfo BC" <info@civicinfo.bc.ca>  
Bcc: [REDACTED] Info City of Grand Forks  
Attachments: [REDACTED] Letter dated May 27 2015 from Premier Christy Clark to Mayo.pdf...



\*\*\*\*\*

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

\*\*\*\*\*

Subject: 2015 UBCM Convention – Meeting Requests with Premier Christy Clark and Provincial Cabinet Ministers  
Intended Recipient(s): Mayors/Regional District Chairs/Islands Trust Chair/CAOs and cc: Administrative Assistants and General Email  
Attachments: One (1) plus message below

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

\*\*\*\*\*

MESSAGE:

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

This year's online form will be available on Monday, June 15, 2015 at <https://UBCMreg.gov.bc.ca>. The invitation code is **MeetingRequest2015**, and is case sensitive.

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

If you have any questions, please contact the Premier's UBCM Meeting Request Coordinator, Tim Wong by email at [UBCM.Meetings@gov.bc.ca](mailto:UBCM.Meetings@gov.bc.ca) or by phone at 604-775-1600.

\*\*\*\*\*

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

FILE CODE

WE3-  
Mtg. Requests with Premier  
U3 - Christy Clark & Prov. Cabinet  
Ministers  
Page 77 of 147

all digital and printed copies.

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

\*\*\*\*\*



May 27, 2015

Dear Mayors and Regional District Chairs:

As we prepare for the upcoming 2015 UBCM Convention in Vancouver this September, I wanted to let you know that my caucus colleagues and I are once again looking forward to listening to the discussions around the issues and initiatives that affect British Columbia's communities and the people who live there. Our work depends on your input and your insight, and my colleagues and I will be there to listen and to learn about your priorities.

The theme this year, *Excellence in Action*, is a wonderful way to recognize the successful track we have worked on together to build our province, to highlight our strengths and to lead the way to securing a future for British Columbians today and for many years to come.

If you would like to request a meeting with me or a Cabinet Minister on a specific issue during this year's convention, the online registration form at <https://UBCMreg.gov.bc.ca> will go live on June 15<sup>th</sup>. The invitation code is MeetingRequest2015 and it is case sensitive.

It'll be great to see you at the UBCM Convention. If you have any questions, please contact my UBCM Meeting Request Coordinator, Tim Wong, via his email address which is: [UBCM.Meetings@gov.bc.ca](mailto:UBCM.Meetings@gov.bc.ca) or by phone at 604-775-1600.

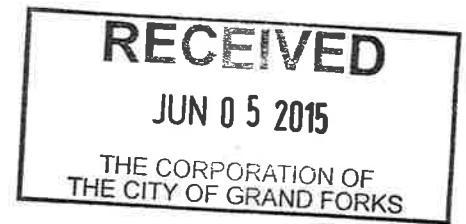
Sincerely,

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

Christy Clark  
Premier







We Support You  
Julie

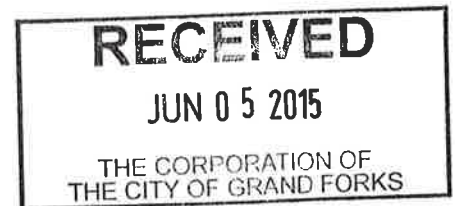
All the Best  
You are Gems

Kristina & Ray

P.S. I do not support the  
Present City Council Position  
Regarding Julia

I do not agree with the  
Present City Counciler to have  
Julia Butler remove from  
Council

William W Zaitsef  
6664 Boundary Dr.  
Grand Fork BC



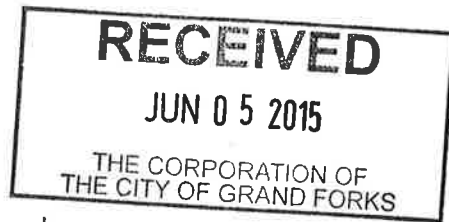
Please read at next  
Council meeting

Box 674  
Grand Forks, B.C.

VOH 1H0

Phone 250-442-9595

June 5 2015



Dear City Council

We the People are happy to have Julia Butler  
as part of City Council. We do not want water  
meters. It is time to adjust your attitude  
in the best interest of the people. You can  
do it. We can see it all.

Thank you

Sincerely

Nadine Heiberg

Nadine Heiberg

P.S. regarding the time I have to clean up my place and ~~lose~~ my face:  
I have to go for an MRI on Monday and radiation treatment  
for 4 to 6 weeks. Please extend the time to do this stuff  
for one year. Thank you

RECEIVED

JUN 05 2015

THE CORPORATION OF  
THE CITY OF GRAND FORKS

I have known Julia Butler personally, from when she lived on Vancouver Island (maybe 8-10 years ago?).

From then, until now, I have known her to be honest, very ethical, responsible and principled. I have always liked and respected her.

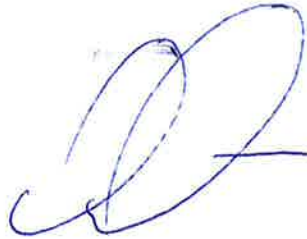
My husband and I have just bought a house here (in December 2014) because we love this beautiful valley.

How discouraging to hear that caring, young people, like Julia are trying to be removed from office (at huge expense to the taxpayer!) by some councillors! We need more people like her - in Grand Forks - in the world.

Please reconsider. Differences in opinion and thought, should be encouraged. Learn from her, and each other.

Sincerely,  
Charlotte Senay  
Grand Forks, BC.

I DO NOT SUPPORT THE PRESENT  
CITY COUNCIL POSITION REGARDING  
Julia Butler



David Janzen



Dear City Council and Mayor,



I already voted. Why is it

now necessary for me to prove my vote worthy and stand up for councilor Butler when I do not even know exactly why she is being subject to legal claims and threats of removal from council as meetings with the required information are being held in camera, away from public view?

In my opinion this is a criminal waste of tax payers money as well as all of our time and energy.

Can you please explain to me how this is democratic?

Sincerely, Anya Soroka

387 75th ave  
P.O. Box 2836

250-444-0416

To whom it may concern,



I believe that Julia Butler is  
being bullied because she is  
honest and truly loves G.F.

She makes people uncomfortable  
because they have much to  
hide and the city council  
are not answering the  
city's questions.

My family + I  
totally support Julia Butler  
She should not be removed  
from council

*Emelle L. L...*

Business suffers enough without  
obligation of extreme cost to  
tax-payers.



You want GRAND FORKS to grow?

Then let us continue to do this effort

ARY RENT  
248 MARKET AVE  
GF

ART EFFECTS PHOTOGRAPHY

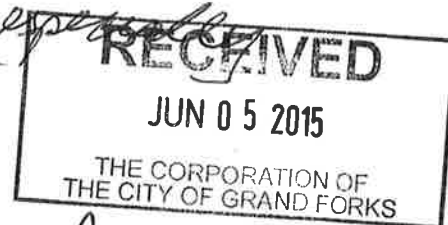


I do not support what  
the present City Council in  
regard to their plans to dismiss  
her.



Mary Zaitseff  
Grand Forks  
6667 Boundary Drive

Dear City Council & Mayor (especially  
Julia Butler),



I voted for Julia, because I really  
want change in this city, especially  
after today's rally.

If we voted for someone, and they  
have been faithful & diligently doing  
what we voted them in for, then why,  
in Heaven's name, are you trying  
to bully her out?

Do you have an underlying agenda,  
because it appears that things are not trans-  
parent, as you keep saying.

We've been taxpayers here for 10 years  
and like Grand Forks, but we don't like  
all this "Bullduggery"!

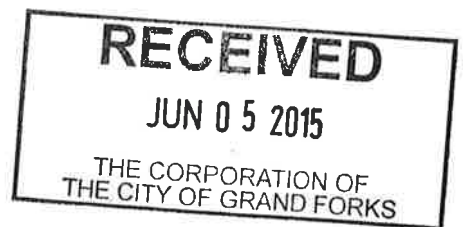
Ann Wallace  
1450 Vally Height Dr

To whom it may concern,

I wanted to express my support for Julia Butler, as a voted member of council. I believe her to be honest and upright and not guilty of what the rest of the council are charging her with. I am unhappy with the court case filed against her and believe it to be a poor reflection against the council and therefore, against the city of Grand Forks.

Thank you Julia, for taking your stand and choosing not to be forced out of town leadership.

You have my support.



Sincerely,

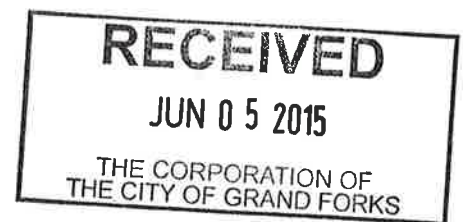
Kirsten Roodzant  
3000 Almond Gds Rd W  
Grand Forks BC V0H 1H4

June 5<sup>th</sup>/2015.

I Shaylene Campbell at 873. 72<sup>nd</sup> Ave  
fully support Julia Butler, as she is the  
only one as a city council member who  
is standing up for what is right not just  
what is.

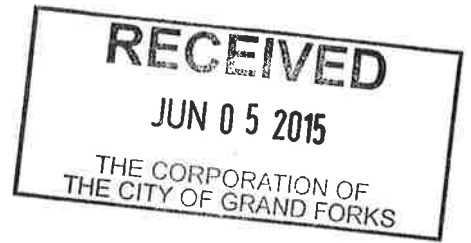
A. Campbell. Grand Forks

\* We need more people in council  
to stand up for what is right  
and not follow blindly to what  
those in power want!



Jun 5/15

Dear City Council & Mayor.



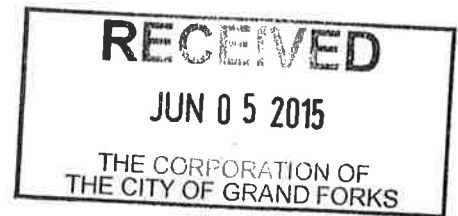
I am writing in support of Coanc. Julia Butler. The majority of GF citizens voted Julia onto council, and last I checked citizen's were not allowed to vote or even polled on whether they wanted her removed. I as a tax paying citizen do not wish Julia Butler to be taken to Supreme court on tax payer's affairs. Citizen's should have a say.

Sincerely,

Anna Latta  
a Latta.  
Grand Forks City, BC.

DO NOT WANT ~~my~~ my BODY COUNT TO REFLECT THE  
FACT THAT I WAS HERE IN FAVOUR OF THIS RALLY  
I WAS HERE NOT SUPPORTING, BUT RATHER IN  
DISMAY. AS A BUSINESS OWNER I AM APPALLED  
BY THE ACTIONS.

LAURIE FEDERICO.





# REQUEST FOR DECISION

— REGULAR MEETING —



**To:** Mayor and Council

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

**Date:** June 15, 2015

**Subject:** To amend the current Zoning Bylaw by rezoning property located at 832 – 64<sup>th</sup> Avenue from the current R-1 (Single and Two-Family Residential) Zone to R-4 (Rural Residential) Zone.

**Recommendation:** **RESOLVED THAT Council select one of the listed options.**

---

**BACKGROUND:** The City is in receipt of an application to rezone property located at 832 – 64<sup>th</sup> Avenue, legally described as Lot D, District Lot 534, S.D.Y.D., Plan KAP 9707, from R-1 (Single and Two-Family Residential) to R-4 (Rural Residential). The land use designation for this property in the Sustainable Community Plan (SCP) is LR (Low Density Residential).

At the April 7<sup>th</sup>, 2015 Committee of the Whole Meeting, the Committee of the Whole recommended that Council direct staff to draft the appropriate amendment bylaw(s) and proceed with the notification to surrounding property owners, publish notice in two consecutive issues of the Gazette and hold a public hearing in accordance with the Local Government Act.

Staff prepared a draft bylaw, proceeded with notification to surrounding property owners and prepared/submitted notice for a public hearing regarding the proposed bylaw to the Grand Forks Gazette.

At the April 20<sup>th</sup>, 2015 Regular Meeting of Council, Council resolved to give first and second readings to the "City of Grand Forks Zoning Bylaw Amendment No. 1606-A3, 2015" and proceed with the statutory requirements for amending bylaws in the Local Government Act.

The public hearing notice detailing the intention of the proposed bylaw was published in the April 22<sup>nd</sup> and April 29<sup>th</sup>, 2015 editions of the Grand Forks Gazette. Copies of the draft bylaw were made available for inspection at the front desk of City Hall.

The Public Hearing was held at 6:00 p.m. on May 4<sup>th</sup>, 2015 in Council Chambers. Two residents attended the meeting to express their views and one adjacent property owner sent an email regarding the rezoning application:

- 1) Tim Bleiler, who resides at 829 – 64<sup>th</sup> Avenue, advised that he moved to Grand Forks for the peace and quiet. He commented that the intentions of the property owner could create more noise with an almost commercialized environment as a

# REQUEST FOR DECISION

## — REGULAR MEETING —



result of the proposed zoning change where Mr. Wagner plans to run a market and raise chickens. Mr. Bleiler advised that he is opposed to the application:

- 2) Ryan Galloway, who resides at 6270 Como Street, advised that he is not opposed to the zoning change; and
- 3) Gregg Cherrington-Kelly, owner of 820 – 64<sup>th</sup> Avenue, wished to say he is against the rezoning for the following reasons:
  - increased noise from chickens and machinery, pumps, fans, etc...
  - more unpleasant odours from birds,
  - increased traffic, congestion, etc...
  - increased spillage, percolation and infusion of surrounding property and water table from increased use of pesticides, hormonal mimicking substances, phosphorous, GMO plants' DNA, waste products and other noxious substances, and
  - deleterious change in the neighbourhood lifestyle and tenure.

At the May 4, 2015 Regular Meeting, Council resolved that the rezoning application regarding the property known as 832 – 64<sup>th</sup> Avenue, be referred to the May 25<sup>th</sup>, 2015 Regular Meeting for decision.

At the May 25, 2015 Regular Meeting, Council resolved that the rezoning application regarding the property known as 832 – 64<sup>th</sup> Avenue, be referred to the June 15<sup>th</sup>, 2015 Regular Meeting for decision.

Council has the following three options available:

**Option 1: Council could choose to hold a second Public Hearing on July 20, 2015 and staff could proceed with the statutory requirements for amending bylaws in the Local Government Act.**

**Option 2: Council could choose to proceed with giving third and final readings to the "City of Grand Forks Zoning Bylaw Amendment No. 1606-A3, 2015".**

**Option 3: Council could choose to not proceed with rezoning the property located at 832 – 64<sup>th</sup> Ave. from the current R-1 (Single and Two-Family Residential) to R-4 (Rural Residential) Zone.**



# REQUEST FOR DECISION

— REGULAR MEETING —



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

- General:** The request is consistent with the vision of the SCP and would allow the applicant the opportunity to use the property to its fullest potential.
- Strategic Impact:** N/A
- Financial:** The costs to the City are covered by the application fees payable at the time of the application.
- Policy/Legislation:** Council's authority to adopt, amend and repeal bylaws comes from the Local Government Act.
- Attachments:**
- 1) Completed application form;
  - 2) Parcel report of subject property;
  - 3) Legal Plan of subject property;
  - 4) Zoning & SCP land use maps;
  - 5) Google maps – aerial and street views;
  - 6) Excerpts from the Zoning Bylaw and SCP;
  - 7) Draft Bylaw No. 1606-A3.


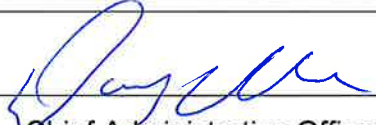
---

**Recommendation:**                      **RESOLVED THAT Council select one of the listed options.**

---

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

---

	
Department Head or CAO	Chief Administrative Officer

**The Corporation of the City of Grand Forks**

P.O. Box 220  
Grand Forks, B.C.  
VOH 1H0

7217-4<sup>th</sup> Street  
Telephone (250) 442-8266  
Fax (250) 442-8000

**Zoning AND/OR Official Community Plan Amendment  
Application**

Application to amend the Zoning Bylaw AND/OR Official Community Plan Bylaw

**Zoning OR Official Community Plan Application Fee:**

☐

**\$1,000.00**

Receipt No. \_\_\_\_\_

**Zoning AND Official Community Plan Application Fee:**

☒

**\$1,200.00**

Receipt No. \_\_\_\_\_

The subject fee is applicable to each request for an amendment to the Zoning or Official Community Plan Bylaw, or to both. Should this request **not** proceed to Public Hearing, one-half (1/2) the fee (\$500.00 or \$600.00) shall be refunded.

Registered Owner of Property to be rezoned:

KAREN MARIE WAGNER

KENNETH MATHEW WAGNER

Mailing Address: K.M. WAGNER

832 - 64<sup>th</sup> AVENUE

GRAND FORKS, B.C.

VOH 1H4

Telephone: (250) 442-0950

Full Legal Description of property to be rezoned:

LOT D, PLAN KAP 9707, DL 534

Street Address of Property 832 - 64<sup>th</sup> AVENUE, GRAND FORKS, B.C.

**Please submit the following information with this application:**

- ✓ (i) the legal boundaries and dimensions of the subject property;
- ✓ (ii) the location of permanent buildings and structures existing on the property;
- ✓ (iii) the location of any proposed access roads, parking, driveways, and any screening, landscaping and fences;
- ✓ (iv) the location and nature of any physical or topographic constraints on the property (ie: streams, ravines, marshes, steep slopes etc)

=====

**Upon reviewing your application, the City of Grand Forks may request other, or more detailed information.**

=====

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

K. Mulheg  
Signature of Owner

FEBRUARY 1, 2015  
Date

=====

**AGENT'S AUTHORIZATION**

I hereby authorize : N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(full name, address and telephone number of Agent)

to act on my behalf with regards to this application.

N/A

Owner's Signature

The personal information on this form is collected under the authority of the Local Government Act. The information collected will be used to process your application for a Rezoning or Official Community Plan amendment. If you have questions about the collection use and disclosure of this information, contact the "Coordinator City of Grand Forks.

Please outline the provisions of the respective Bylaw that you wish to vary or supplement and give your reasons for making this request:

PRESENT ZONING R-1 K.W.  
ZONE ~~BACK~~ OF LOT TO R-4 ZONE  
SO WE CAN RAISE SOME CHICKENS LEGALLY, MARKET GARDEN,  
HAVE A GREEN HOUSE, ORCHARD, HAY FIELD, AS  
PER FARM OPERATIONS REGULATIONS IN R-4 ZONES.

**DECLARATION PURSUANT TO THE WASTE MANAGEMENT ACT**

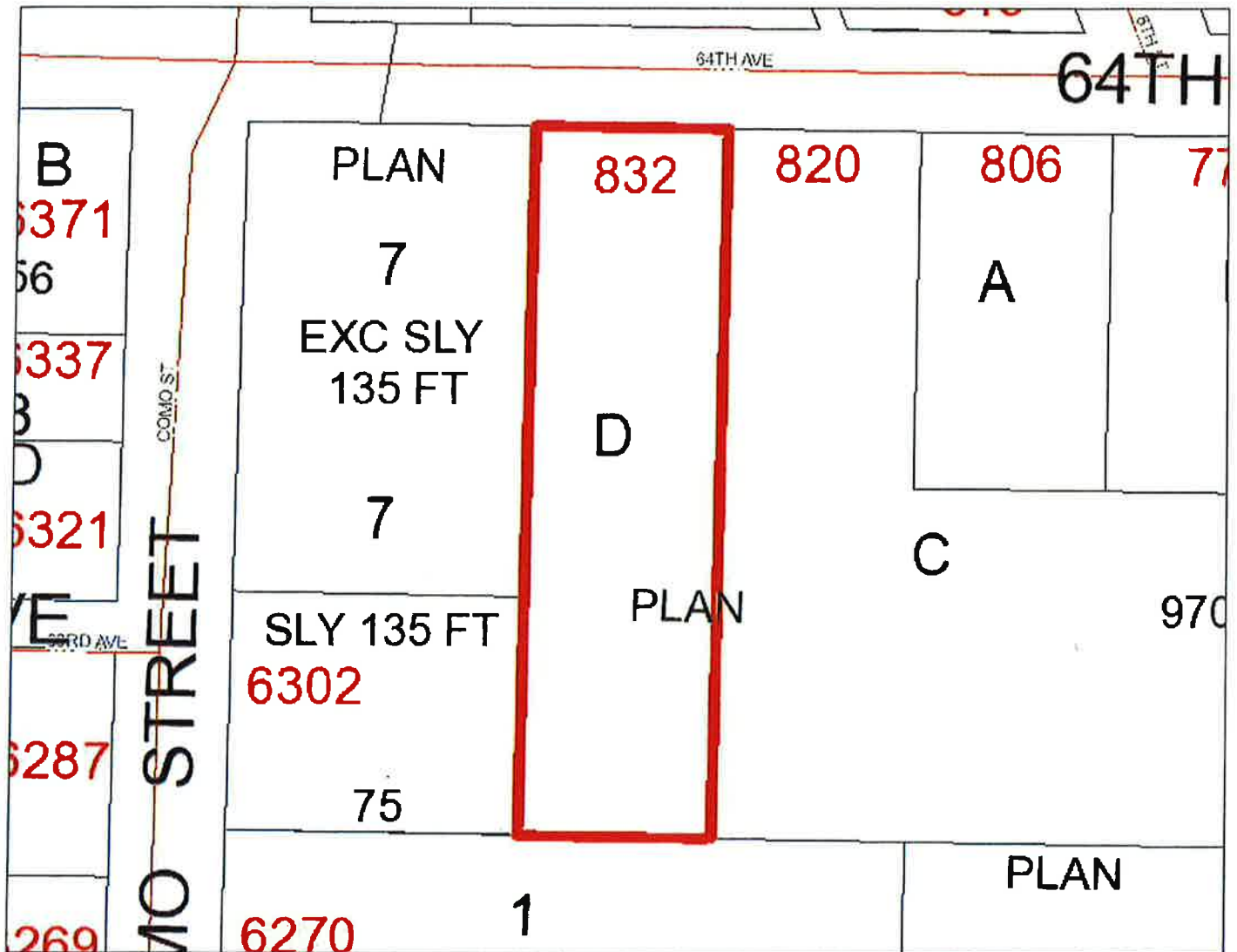
I, KEN WAGNER, owner of the subject property described on this application form, hereby declare that the land which is the subject of this application has not to my knowledge been used for industrial or commercial activity as defined in the list of "Industrial Purposes and Activities: (Schedule 2) of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

K. Wagner  
(signature)

FEBRUARY 1, 2015  
(date)

# Parcel Report

Monday, February 2, 2015



Scale 1: 1,041

## Legal Information

<b>Plan:</b>	KAP9707	<b>Section:</b>	
<b>Block:</b>		<b>Township:</b>	
<b>Lot:</b>	D	<b>Land District:</b>	54
<b>District Lot:</b>	534		
<b>Street:</b>	832 64TH AVE		
<b>Description:</b>	Manufactured Home Reg. # 52386. 52386		

**Jurs:** 210  
**Roll:** 1581000  
**PID:** 001-930-494

Lot Area: 1.0  
Area Unit: acr  
Width (ft): 0  
Depth (ft): 0



PLAN OF SUBDIVISION OF  
LOTS 5 & 6, R.P. 15, D.L. 334.  
SIMILKAMEEN DIVISION OF YALE DISTRICT

Scale: 1 inch = 300 feet

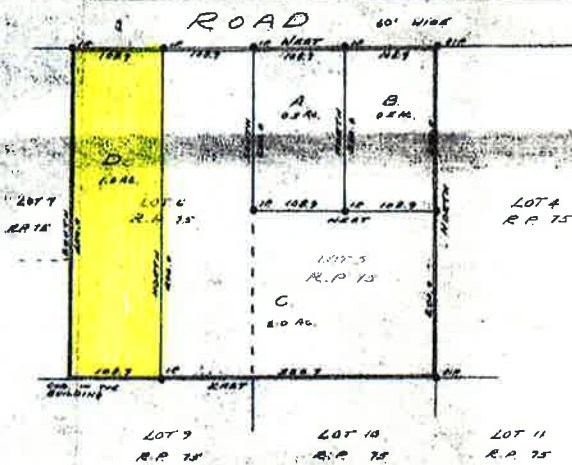
PLAN NO.  
9707

Deposited in the Land Registry Office  
of Vancouver, B.C. this 1st day of  
JUNE 1935

*W. J. Bennett*  
Registrar

LEGEND

Old Iron Posts found shown thus : 017  
New Iron Posts and Survey Pins : 1A  
Bearings derived from R.P. 15



Witness: *Annie Davis*  
Tina F. + SEMENOFF  
Owner

Witness: *Annie Davis*

I, *W. J. Bennett*, of the City of Vancouver, B.C., British Columbia Land Surveyor, do hereby certify that this plan of subdivision and the accompanying description of the land are in accordance with the provisions of the Land Survey Act and that the survey was completed on the 22nd day of December, 1935.

Approved under the Land Registry Act  
this 16th day of APRIL 1935

*W. J. Bennett*  
Deputy Registrar  
Vancouver, B.C.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Land Registry Office of the Province of British Columbia, this 16th day of April 1935.

*W. J. Bennett*  
Deputy Registrar  
Vancouver, B.C.







# Sustainable Community Plan Designation





# Zoning and Official Community Plan Amendment

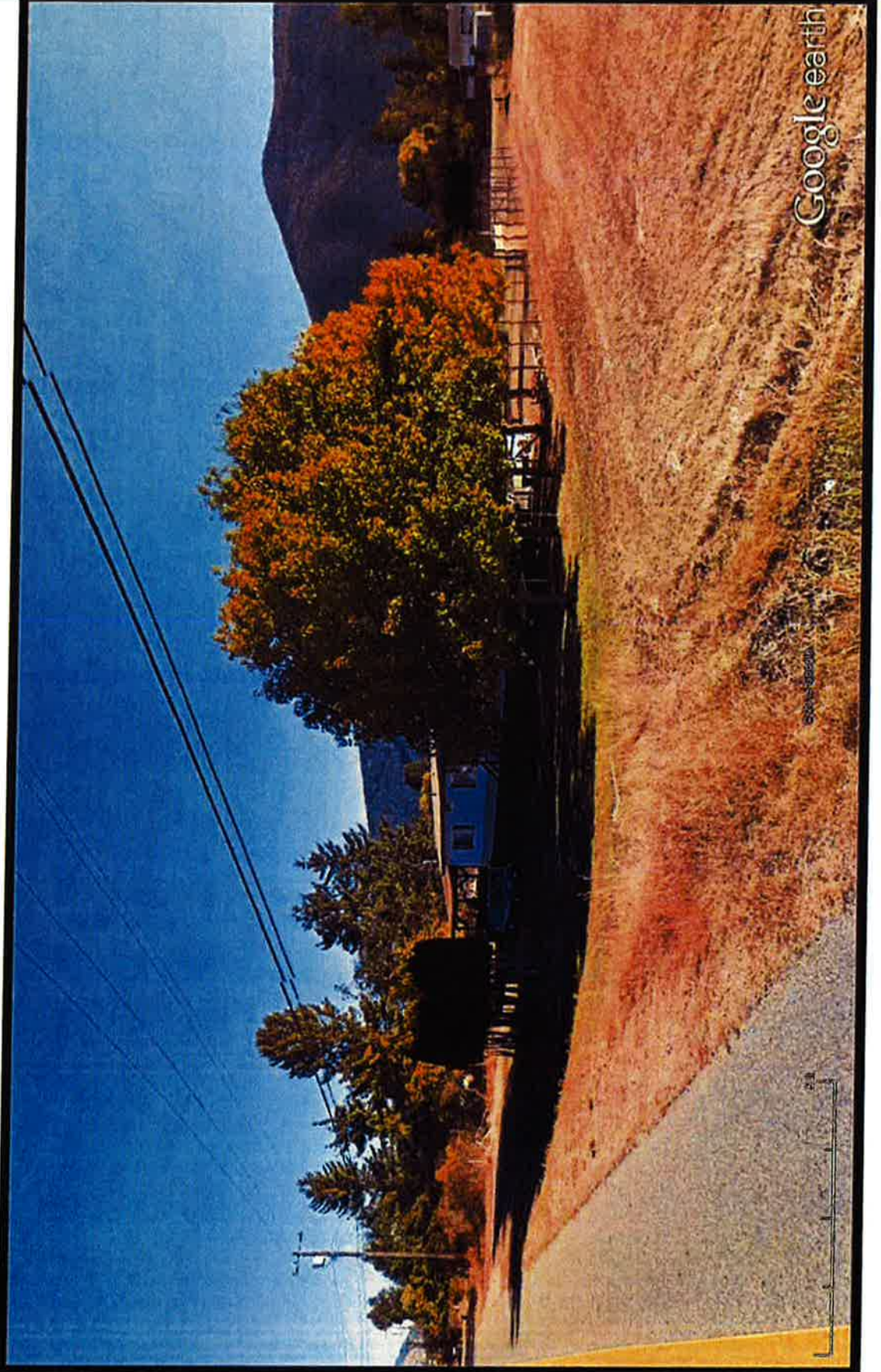
832- 64th Avenue - Location Map





## **Zoning and Official Community Plan Amendment**

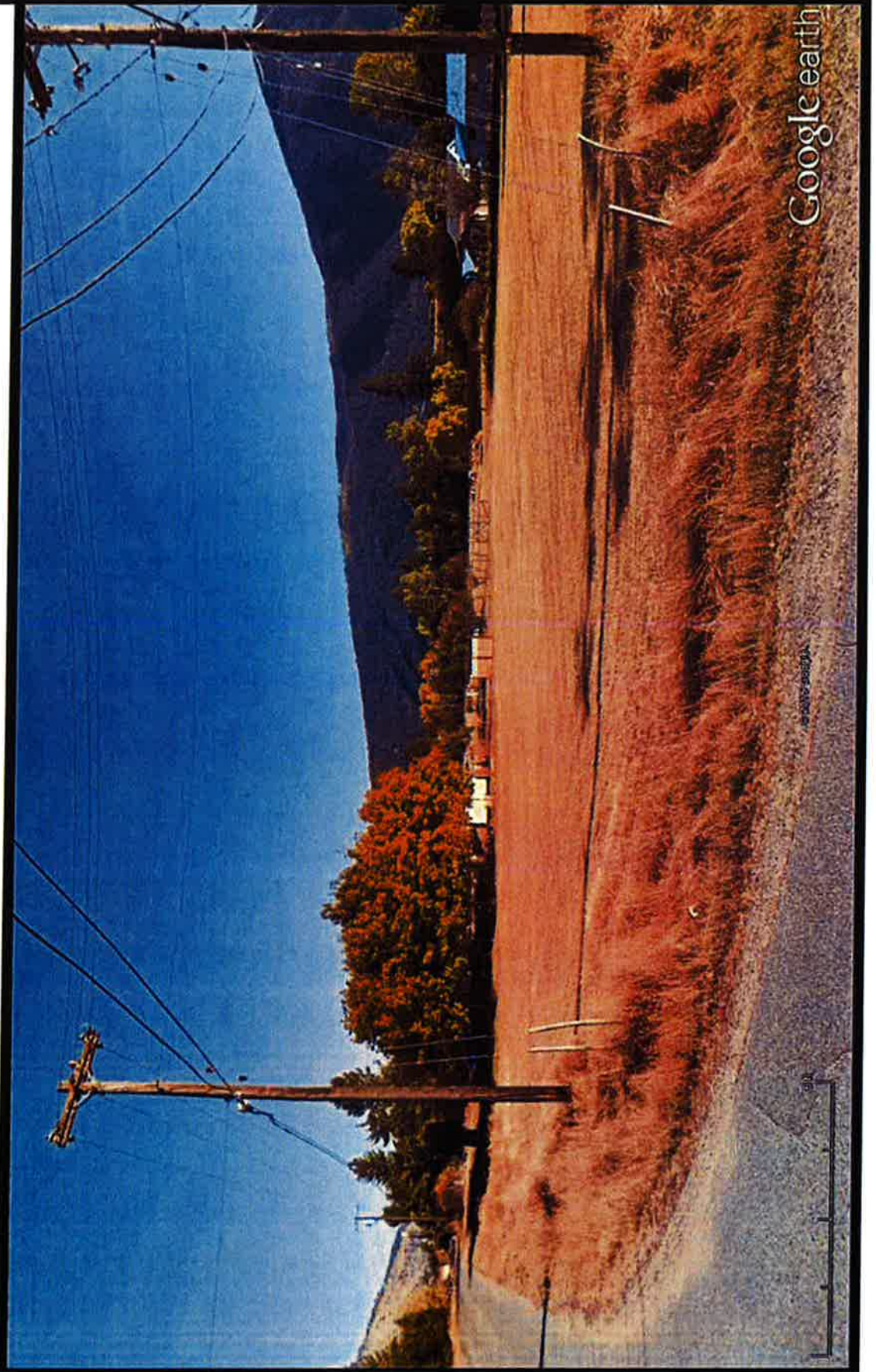
832- 64th Avenue - Google Street View Looking Southeast from 64th Avenue





# **Zoning and Official Community Plan Amendment**

**832- 64th Avenue - Google Street View Looking East from Como Street**



Google earth

## PART VI ZONES

### SECTION 33

### R-1 (Residential – Single & Two Family) Zone

#### Permitted Uses

1. The following uses and no others are permitted in an R-1 zone:

- (a) dwelling units;
- (b) religious centres;
- (c) day care centres;
- (d) bed and breakfast accommodations;
- (e) home occupations.

Permitted accessory uses and buildings on any parcel includes the following:

- (f) any accessory buildings or structures to any of the above uses.

#### Regulations

2. On a parcel of land located in an R-1 zone:

##### Minimum Parcel Size for Subdivision purposes

- (a) The minimum parcel size is 10,120 square metres (108,913 sq.ft. or 2.5 acres) where there is no community sewage or water system;
- (b) The minimum parcel size is **1,393.5 square metres (15,000sq ft)** when the parcel is either connected to a community sewage or water system, but not both;
- (c) The minimum parcel size is 697 square metres (7,500 sq.ft.) when the parcel is connected to both a community sewage and water system.

BYLAW 1800

##### Number and type of Dwelling Units allowed

- (d) One of the following types of dwelling units is allowed on a parcel of land in an R-1 zone;
  - (i) One single-family dwelling; or
  - (ii) One two-family dwelling.

##### Height

- (e) No principal building or structure shall exceed 9.75 metres (32 ft) in height. No accessory building or structure shall exceed 4.8 metres (16 ft) in height.

## **SECTION 33**

## **R-1 (Residential – Single & Two Family) Zone** cont'd

### **Setbacks**

- (f) Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:
  - (i) 6 metres (20 ft) of a front parcel line;
  - (ii) 1.5 metres (5 ft) of an interior side parcel line;
  - (iii) 4.6 metres (15 ft) of an exterior side parcel line; or
  - (iv) 6 metres (20 ft) of a rear parcel line.

### **Accessory Buildings**

- (g) The total of all the accessory buildings shall have a floor area not greater than 50% of the principal structure;
- (h) No accessory building shall be located closer than 1.5 metres (5 ft) to a rear parcel line and not closer to the front parcel line than the facing wall of the principal building, to which it is accessory.

### **Lot Area Coverage**

- (i) The maximum permitted lot area coverage shall be as follows:  
Principal building with all accessory buildings and structures 50%

### **Additional requirements**

- (j) ***\*deleted by Bylaw 1888***
- (k) ***\*deleted by Bylaw 1679***
- (l) The minimum size for a single-family dwelling shall be 75 square metres (800 sq.ft.);
- (m) See Sections 13 to 30A of this Bylaw.

## **SECTION 37**

## **R-4 (Rural Residential) Zone**

### **Permitted Uses**

1. The following uses and no others are permitted in an R-4 zone:

- (a) dwelling units;
- (b) farm operations (crops and/or animals);
- (c) bed and breakfast accommodations;
- (d) kennels;
- (e) home occupations;
- (f) home industries.

Permitted accessory uses and buildings on any parcel includes the following:

- (g) any accessory buildings or structures for any of the above uses.

### **Regulations**

2. On a parcel of land located in a R-4 zone:

#### **Minimum Parcel Size for Subdivision purposes**

- (a) The minimum parcel size is 10,120 square metres (108,913 sq. ft. or 2.5 acres) where there is no community sewage or water system;
- (b) The minimum parcel size is **1,393.5 square meters (15,000sq ft)** when the parcel is connected to either a community sewage or water system, but not both;
- (c) The minimum parcel size is 1,400 square metres (15,000 sq. ft.) when the parcel or parcels are connected to a community sewage and water system;

BYLAW 1800

#### **Number and type of Dwelling Units allowed**

- (d) One of the following types of dwelling units are allowed on a parcel of land in an R-4 zone:
  - (i) One single family detached dwelling or;
  - (ii) One two-family dwelling;
  - (iii) **\*One mobile home.**

Bylaw 1679

## **SECTION 37**

## **R-4 (Rural Residential) Zone** cont'd

### **Height**

- (e) No building or structure shall exceed 10 metres (33 ft) in height. This height restriction does not apply to any farm buildings or structures.

### **Setbacks**

- (f) Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:
  - (i) 6 metres (20 ft) of a front parcel line;
  - (ii) 3 metres (10 ft) of an interior side parcel line;
  - (iii) 4.6 metres (15 ft) of an exterior side parcel line; or
  - (iv) 6 metres (20 ft) of a rear parcel line.

### **Accessory Buildings**

- (g) The total of all the accessory buildings shall have a floor area not greater than 50% of the principal structure. This does not apply to farm buildings or structures;
- (h) No accessory building shall be located closer than 1.5 metres (5 ft) to a rear parcel line and not closer to the front parcel line than the facing wall of the principal building, to which it is accessory.

### **Lot Area Coverage**

- (i) The maximum permitted lot area coverage shall be as follows  
(This does not include farm buildings or structures):

Principal building with all accessory buildings and structure    50%

### **Additional requirements**

- (j) ***\*open fencing with no height or location restrictions is allowed in this zone;***

Bylaw 1679

- (k) The minimum size for a single-family dwelling ***or mobile home*** shall be 75 square metres (800 sq. ft.);
- (l) See Sections 13 to 30A of this Bylaw.





### **3.4.5 Advance the Community's Capacity for Self-Sufficiency**

Goals:

- Increase the production and consumption of local food, materials and energy so that Grand Forks is less reliant on outside sources for these necessities.

Specific proposals to achieve these goals include:

- Increase educational opportunities to learn from experts and successful models (e.g. food security conference);
- Survey local producers and suppliers to determine opportunities and gaps;
- Link producers with retailers;
- Establish a co-op marketing program;
- Establish a Community Gardens program and farm-share;
- Establish a year-round Farmers Market;
- Create a demand for local products by raising awareness;
- Research alternative energy sources such as solar, gas from waste, ground source heat, river power, ethanol, etc.;
- Initiate City/community projects that generate funds (e.g. Community Forest);
- Explore how the City can hold and obtain money from stumpage fees, PST, GST, road fuel tax, etc.;
- Create incentives for reducing pollution;
- Instigate ride-sharing, car pooling, flex-car, bicycling and other transportation alternatives;
- Involve schools in raising awareness;
- Promote and expand the recycling and composting program and encourage "pre-cycling";
- Ensure access to water for viable agricultural production; and
- Implement as applicable the philosophies of the "100 Mile Diet".

### **3.4.6 Develop a Sustainable Land Use Plan**

Goals:

- Integrate open spaces, residential, commercial, institutional and industrial facilities, and transportation into an integrated plan.

Specific proposals to achieve these goals include:

- Update the Official Community Plan to incorporate components of sustainability (part of this ICSP project);
- Establish educational programs for citizens and schools;
- Encourage the City to lease rather than sell City-owned lands;
- Ensure affordable housing is a viable option for residents;
- Implement transportation corridors for motorized and non-motorized uses;
- Increase the role of the City in environmental management;





### ***3.4.8 Integrate Health Principles Into All Decisions***

Goals:

- Increase physical and mental health through increased accessibility to healthy foods, clean air and water and exercise.

Specific proposals to achieve these goals include:

- Ensure that existing medical services are maintained and even expanded upon;
- **Promote a year-round Farmer's Market and the '100 Mile Diet';**
- Develop a community-wide multi-use, non-motorized trail system linking neighbourhoods, institutional facilities, heritage facilities and commercial hubs together; and
- Educate residents and children about the positive impacts that accessibility to healthy foods, clean air and water and exercise has.





### 3.0 LAND USE PLAN

This Sustainable Community Plan is a long-term land use plan. It describes the location, intensity and types of land uses within the City of Grand Forks. The Sustainable Community Plan identifies future residential development areas, including areas for preferred density increases. The Plan also indicates preferred areas for commercial concentration and areas where revitalization activities and mixed uses will be encouraged. These land use activities support a more sustainable Grand Forks, by encouraging the use of alternative modes of transportation, maximizing the use and efficiency of the City's infrastructure systems and promoting development within the existing serviced areas.

#### 3.1 Land Use Plan Designations

The Land Use Map (Schedule B) designates the following land uses within the City of Grand Forks:

##### *Agricultural/Rural (AR)*

- Includes rural lands within and outside of the Agricultural Land Reserve (ALR), which may or may not currently be under agricultural production. This designation is located primarily southwest of Donaldson Drive. Development may include single family residential and a variety of agricultural and rural uses.

##### *Airport (including runway lands within the Agricultural Land Reserve) (AA)*

- This designation, located in southeastern Grand Forks, includes the airport, airport runway and adjacent limited agricultural lands. Development may include airport commercial uses and residential dwellings in conjunction with airport commercial uses.

##### *Low Density Residential (LR)*

- This designation is found throughout Grand Forks and includes more traditional residential development, consisting generally of single family dwellings and duplexes, developed to a maximum density of 20 units per hectare.

##### *Medium Density Residential (MR)*

- Located generally south of Central Ave/Highway #3 and east of Donaldson Drive, this designation includes a variety of residential developments, such as single family dwellings, duplexes, apartments, townhomes and secondary suites. A maximum density of 60 units per hectare is permitted in this designation.

##### *Mixed Use Commercial/Residential (MU)*

- This designation includes a variety of residential, commercial and institutional developments. This results in a range of mixed-use neighbourhoods as well as single-use neighbourhoods. This designation is found primarily at the west end of Grand Forks, south of Central Ave/Highway #3, along Donaldson Drive north of Highway #3 and south of the Core Commercial designation.

##### *Residential Infill/Intensification (RI)*

- Within this designation, located in downtown Grand Forks, a variety of residential developments are encouraged including the reuse of older, vacant lands. Development is supported to a maximum density of 40 units per hectare.

##### *Commercial Core (CC)*

- This designation includes the heart of the community and accommodates commercial and mixed use development. The Core Commercial area is viewed as the commercial, cultural and administrative centre of Grand Forks.



### 13.2 Objectives

13.2.1 Support and protect the productive agricultural use of land designated within the Agricultural Land Reserve (ALR).

13.2.2 Strive to meet the City's GHG reduction target of 33 percent below 2007 levels by 2030.

### 13.3 Policies

13.3.1 Only consider applications to subdivide lands within the Agricultural Land Reserve (ALR) for homesite severance when those applications are subject to Agricultural Land Commission approval.

13.3.2 Acknowledge and protect lands within the ALR for sustainable food production.

13.3.3 Encourage residents to utilize high efficiency residential heating systems over wood burning stoves.

13.3.4 Explore and where deemed appropriate undertake opportunities in the local production of clean power, such as "run-of-the-river" hydro".

13.3.5 Encourage the use of new green technologies in building construction.

13.3.6 Encourage local food production and promote the sale of locally-produced goods in local retail outlets.

13.3.7 Work with the provincial transit authority (BC Transit) and other relevant organizations to encourage and promote energy efficient and

low-impact modes of travel, such as public transit, walking and cycling.



THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 1606-A3

A BYLAW TO AMEND THE CITY OF GRAND FORKS  
ZONING BYLAW NO. 1606, 1999

=====

**WHEREAS** Council may, by bylaw, amend the provisions of the Zoning Bylaw, pursuant to the Local Government Act;

**AND WHEREAS** Council has received an application to rezone property located at 832 – 64<sup>th</sup> Avenue;

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

1. That the City of Grand Forks Zoning Bylaw No. 1606, 1999 be amended to rezone the property located at 832 – 64<sup>th</sup> Avenue, legally described as Lot D, District Lot 534, S.D.Y.D., Plan KAP 9707 from the current R-1 (Single & Two Family Residential) zone, to the R-4 (Rural Residential) zone, as shown outlined in bold on the attached map identified as Schedule “A”.
2. That this Bylaw may be cited as the “**City of Grand Forks Zoning Bylaw Amendment No. 1606-A3, 2015**”.

**READ A FIRST TIME** this 20<sup>th</sup> day of April, 2015.

**READ A SECOND TIME** this 20<sup>th</sup> day of April, 2015.

**PUBLIC HEARING NOTICE ADVERTISED**, pursuant to the Local Government Act this 22<sup>nd</sup> day of April, 2015 and also this 29<sup>th</sup> day of April, 2015.

**PUBLIC HEARING HELD** this 4<sup>th</sup> day of May, 2015.

**READ A THIRD TIME** this 15<sup>th</sup> day of June, 2015.

**FINALLY ADOPTED** this 15<sup>th</sup> day of June, 2015.

---

Frank Konrad - Mayor

\_\_\_\_\_  
Diane Heinrich – Corporate Officer

**CERTIFICATE**

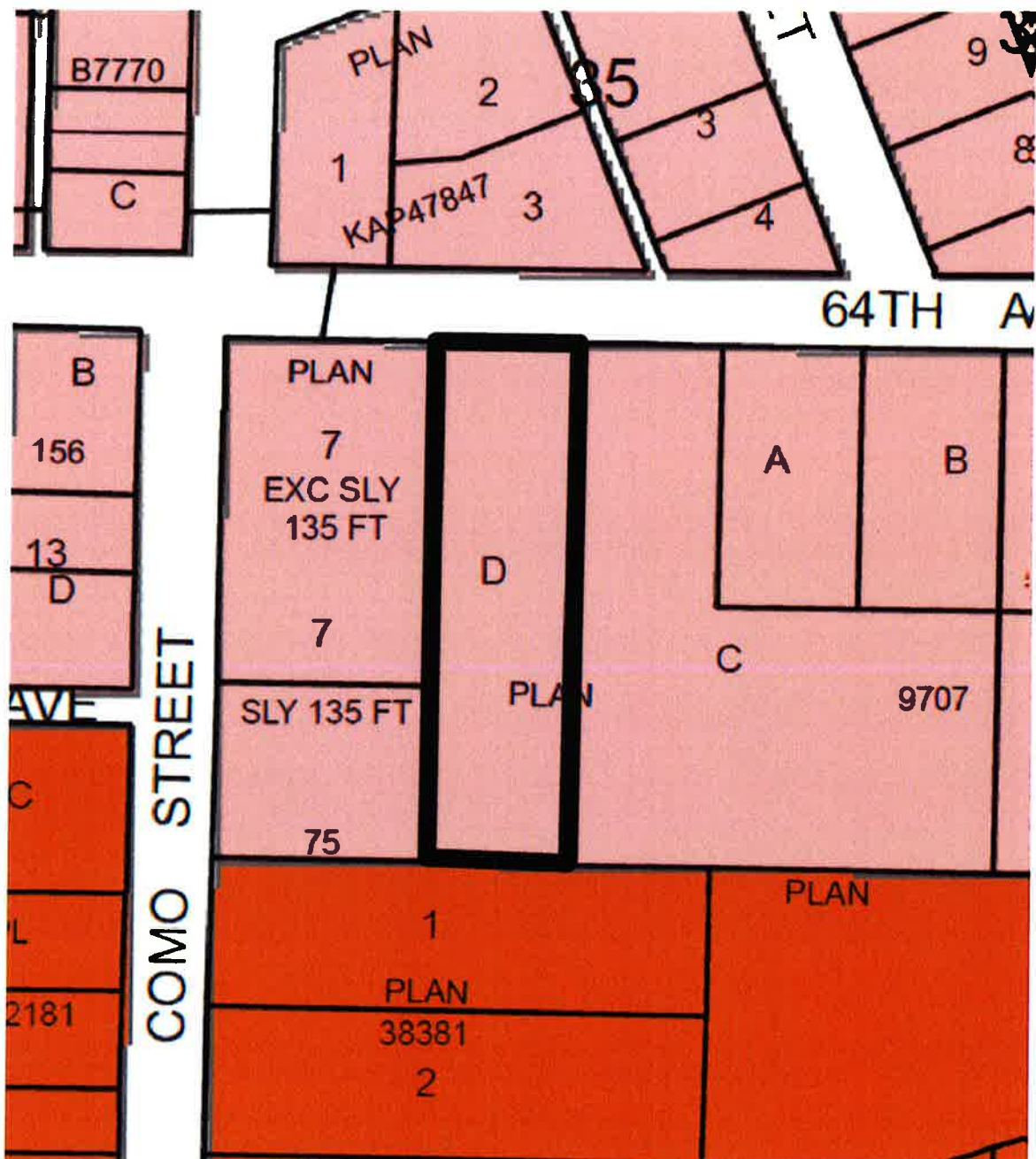
I hereby certify the foregoing to be a true copy of Bylaw No. 1606-A3, 2015 as  
passed by the Municipal Council of the City of Grand Forks  
on the 15<sup>th</sup> day of June, 2015.

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



**CITY OF GRAND FORKS  
ZONING MAP**

**SCHEDULE "A"**



This is Schedule "A" referred to in Section 1 of the City of Grand Forks Zoning Bylaw Amendment No. 1606-A3, 2015.

June 15, 2015

Date of Adoption

\_\_\_\_\_  
Corporate Officer

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

**NOTICE OF PUBLIC HEARING**

**WHEREAS** the Local Government Act requires that a **PUBLIC HEARING** be held prior to the adoption of a Zoning Amendment Bylaw;

**TAKE NOTICE THAT** a Public Hearing with respect to City of Grand Forks Bylaw No. 1606-A3, cited as the "City of Grand Forks Zoning Bylaw Amendment No. 1606-A3, 2015", will be held on:

**Monday, May 4<sup>th</sup>, 2015  
At 6:00 p.m.  
In Council Chambers  
7217 – 4<sup>th</sup> Street  
Grand Forks, B.C.**

Bylaw Number 1606-A3 is intended to amend the "City of Grand Forks Zoning Bylaw 1606, 1999," by rezoning property, legally described as Lot D, District Lot 534, S.D.Y.D., Plan KAP 9707, from the current R-1 (Single & Two Family Residential) zone, to the R-4 (Rural Residential) zone, as shown outlined in bold on the attached map.

(Insert Map)

**APPLICANT(S): Ken & Karen Wagner  
PROPERTY LOCATION: 832 – 64<sup>th</sup> Avenue**

The proposed bylaw may be inspected between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, (excluding holidays), until May 1, 2015 at City Hall, 7217 – 4<sup>th</sup> Street, Grand Forks, B.C.

Dated this 16<sup>th</sup> day of April, 2015.

Sasha Bird, ASCT  
Manager of Development & Engineering





# REQUEST FOR DECISION

## — REGULAR MEETING —



**To:** Mayor and Council  
**From:** Manager of Operations  
**Date:** June 15, 2015  
**Subject:** Bylaw No. 2015, 2015 – Electrical Utility Regulatory Bylaw  
**Recommendation:** RESOLVED THAT Council give final reading to Bylaw No. 2015, 2015 – Electrical Utility Regulatory Bylaw

---

### BACKGROUND:

The City currently sets up electrical accounts the same as other utility accounts, in the name of the owner of the property. As per bylaw, any unpaid balances at year end are transferred to the owner's property taxes. It has been past practice of the City to not disconnect overdue utility accounts as they transferred to taxes.

There have been several landlords in the City that have requested to have the electrical disconnected for their rental properties as their tenants are not paying the bills.

Community Charter Section 18 states that a municipality may, by bylaw, establish circumstances in which it may discontinue a utility service. However, the bylaw must include provision for reasonable notice and a provision for the persons affected to have an opportunity to make representations to Council. The current water and sewer bylaws have these provisions, the electrical bylaw does not.

Updated the following:

- Changed the definition of "Customer"
- New definition for "Occupier"
- Changed Schedule A 4.1(a) to include: "disconnect"
- Re-structured Schedule B 1.4 & 1.5 to Schedule B 1.3 & 1.4 respectively
- Re-structured Schedule B 1.3 to Schedule B 1.5
- Changed Schedule B 1.5: added "owner or any other person on that property using electrical energy" and standardization of paragraph in general
- Changed Schedule B 1.5(a) by standardizing and removing "owner of that real property"
- Added Schedule B 1.5(f)
- Added Schedule B 1.6 through 1.10

# REQUEST FOR DECISION

— REGULAR MEETING —



- Replaced Schedule C entirely from Bylaw 2009 – Electrical Utility Rates

At the Regular meeting on May 25, 2015 Council gave first three readings with the above noted changes.

Bylaw No. 2015, 2015 is now presented for final reading.

---

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

- General:** General housekeeping and standardization  
Many customer requests by landlords to establish disconnection options
- Financial:** No impact to the City
- Policy/Legislation:** Community Charter Section 18 states that a municipality may, by bylaw, establish circumstances in which it may discontinue a utility service. However, the bylaw must include provision for reasonable notice and a provision for the persons affected to have an opportunity to make representations to Council
- Attachments:** Bylaw No. 2015, 2015 – Electrical Utility Regulatory Bylaw

---

**Recommendation:** RESOLVED THAT Council give final reading to Bylaw No. 2015, 2015 – Electrical Utility Regulatory Bylaw

---

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

---

	
Department Head or CAO	Chief Administrative Officer

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

**ELECTRICAL UTILITY REGULATORY BYLAW NO. 2015, 2015**

**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.**

---

**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. 2015, 2015.**”

**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 any person, company, or corporation who has opened a service account with the City for the purpose of being supplied with electrical energy 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;

**“Occupier”** means the same as in the Community Charter, as amended from time to time;

**“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, disconnect, 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. 1975**”, “**Electrical Utility Regulatory Amendment Bylaw No. 2009, 2015**” 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.

**INTRODUCED** this 4<sup>th</sup> day of May, 2015

Read a **FIRST** time this 25<sup>th</sup> day of May, 2015.

Read a **SECOND** time this 25<sup>th</sup> day of May, 2015.

Read a **THIRD** time this 25<sup>th</sup> day of May, 2015.

**FINALLY ADOPTED** this 15<sup>th</sup> day of June, 2015.

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

\_\_\_\_\_  
Corporate Officer – Diane Heinrich

**CERTIFIED CORRECT**

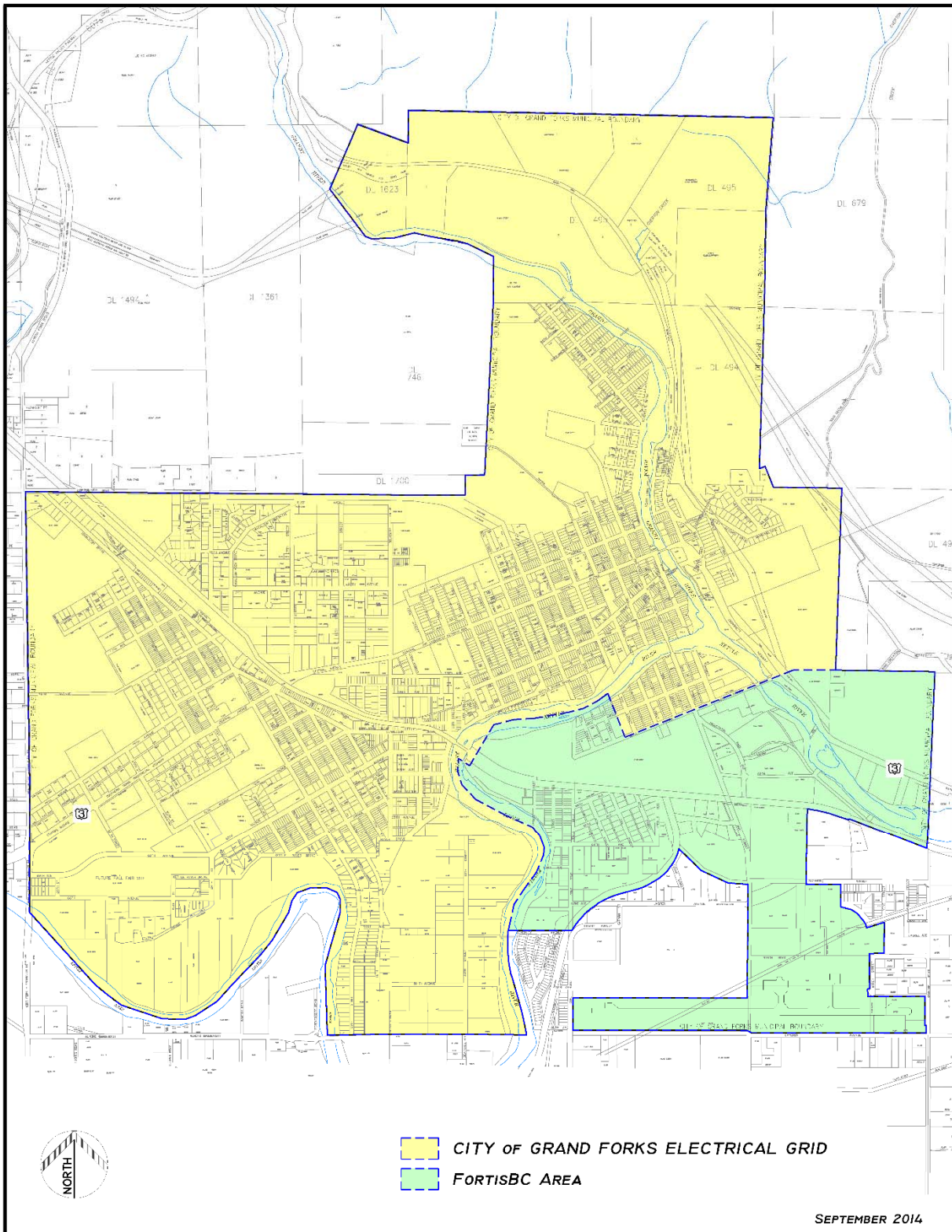
I hereby certify the foregoing to be a true and correct copy of Bylaw No. 2015, 2015, as passed by the Municipal Council of the Corporation of the City of Grand Forks on the 15<sup>th</sup> day of June, 2015.

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



## **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, 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.
- 1.4 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.
- 1.5 The City may discontinue the supply of electrical energy for any or all of the following reasons to any property where the owner or any other person on that property using the electrical energy:
- (a) failure to comply with the rules established under this Bylaw for the use of the service;

- (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.
  - (f) failure to pay when due any user fees, charges, or taxes imposed under this or any other bylaw of the City in relation to the service.
- 1.6 The supply of electrical energy may be limited or interrupted by the City to accommodate routine maintenance or the construction of improvements to the municipal Electrical Utility.
- 1.7 Except in the case of an emergency, the City will endeavor to provide reasonable notice to affected parties of any service interruption or limitation of service.
- 1.8 Before discontinuing service due to non-compliance with any of the provisions of this bylaw, the City will:
  - (a) provide the owner and all occupiers of that property with at least thirty (30) days notice in writing of discontinuation of the service
  - (b) give the person affected the opportunity to make representations to Council in respect of such non-compliance at a regularly scheduled Council meeting that is scheduled to take place within thirty (30) days following delivery of the notice of discontinuation, provided that the owner or occupier wishing to make the representations notifies the City's Corporate Officer of their intention to do so at least 24 hours before that Council meeting.
- 1.9 Notice under Section 1.8(a) may be given by one or more of the following:
  - (a) posting notice on the property;
  - (b) providing notice on an Owner's and Occupier's electrical utility bill;

- (c) mailing notice to the address(es) supplied by the Owner and Occupier or the address of the property;
  - (d) telephoning the Owner and Occupier, which may include speaking directly to the Owner or leaving a message at the telephone numbers supplied.
  - (e) Electronic mail (E-Mail) the Owner and Occupier at the email address(es) supplied.
- 1.10 The City is not responsible for any notice failing to reach an Owner or Occupier prior to the shut off of electrical energy.

## **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:

$\frac{\text{Cost of service line extension paid by the original property owner}}{\text{Sum of the possible service connections which could be made within the service line extension based on the City's bylaws regulating the subdivision of land, plus one (for original service)}}$	X	$\frac{1}{\text{Sum of the possible service connections which could be made within the service line extension based on the City's bylaws regulating the subdivision of land, plus one (for original service)}}$
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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. Photo-Voltaic Services**

- 11.1 Available for residential usage with solar (PV) installations of not more than 10 kVA (  $kVA = \frac{kWAC}{\text{Power Factor}}$  ).

Commercial photo-voltaic services may be allowed at the discretion of the City.

- 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 or commercial 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: \$16.97/month, plus
- (b) Electrical rate based on the actual consumption: \$0.10667 per KWH

#### **2. Commercial/Industrial/Institutional Service**

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

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

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

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

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

#### **4. Service Charges**

##### **4.1 Existing Service Connection and Reconnection Charges:**

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

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

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

#### 4.2 New Service Installations or Upgrading of Existing Service:

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

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

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

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

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

New development, whether residential or commercial, single phase or three phase services, requiring transformers and related equipment, shall be at the sole cost of the developer. All new service installations or upgrading of existing service costs are payable in advance of the installation and are subject to applicable taxes.

#### 4.3 Temporary Construction Service

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

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

#### 4.4 Meter Checking

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

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

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

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

#### 4.5 Estimation of Readings

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

### Applicable to Residential Customers

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

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

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

Rate: Setup Charge: \$162.95

Manual Read Charge: \$14.98



## **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.