

THE CORPORATION OF THE CITY OF GRAND FORKS
AGENDA – REGULAR MEETING
Monday, February 27, 2017, at 7:00 pm
7217 - 4th Street, City Hall Council Chambers

	<u>ITEM</u>	<u>SUBJECT MATTER</u>	<u>RECOMMENDATION</u>
1.	<u>CALL TO ORDER</u>		
2.	<u>ADOPTION OF AGENDA</u>		
	a) Adopt Agenda	February 27th, 2017, Regular Meeting Agenda	THAT Council adopts the February 27th, 2017, Regular Meeting agenda as presented.
3.	<u>MINUTES</u>		
	a) Adopt minutes February-14-2017-Committee-of-the-Whole-Meeting-Minutes-Not Yet Adopted	February 14, 2017, Committee of the Whole Meeting minutes	THAT Council adopts the February 14, 2017, Committee of the Whole Meeting minutes as presented.
	b) Adopt minutes February-14-2017-Regular-Meeting-Minutes-Not Yet Adopted	February 14, 2017, Regular Meeting minutes	THAT Council adopts the February 14, 2017, Regular Meeting minutes as presented.
4.	<u>REGISTERED PETITIONS AND DELEGATIONS</u>		
5.	<u>UNFINISHED BUSINESS</u>		
6.	<u>REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL</u>		
	a) Corporate Officer's Report RFD - Proc. Bylaw-CAO - Rpts., Questions, & Inquiries from Council Councillor Butler's Report Councillor Thompson's Report Councillor Tripp's Report	Written reports of Council	THAT all written reports of Council submitted to the February 27th, 2017, Regular Meeting be received.
7.	<u>REPORT FROM COUNCIL'S REPRESENTATIVE TO THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY</u>		
	a) Corporate Officer's Report RFD - Proc. Bylaw-Council - RDKB Council's Rep.	Verbal report from Council's representative to the Regional District of Kootenay Boundary Read the RDKB agendas	THAT Mayor Konrad'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) Deputy Manager of Operations
RFD - Dep Mgr. Operations - Campground Host | Campground Host for 2017 Season. | THAT Council approves the continuation of the contract with the Campground host from the 2016 season, Joan Heart, from April 27 th , 2017 until September 30, 2017 |
| b) Manager of Operations
RFD - Mgr. of Operations - Solid Waste | Solid Waste Contract with RDKB. | THAT Council agrees to renewing the five year (2017-2022) contract with the Regional District of Kootenay Boundary for weekly solid waste, green bin, and yard and garden waste collection service within the City of Grand Forks;
AND FURTHER RESOLVED THAT the City join the regional recycling service model under Multi Materials British Columbia. |

9. **REQUESTS ARISING FROM CORRESPONDENCE**

10. **INFORMATION ITEMS**

- | | | |
|---|--|--|
| a) Gallery 2 - Wineology 101
SOII - Wineology 101 Event at Gallery 2 | Requesting permission for a Special Occasion Liquor Licence on March 10, 2017 at the Gallery 2 facility for the Wineology 101 event. | THAT Council approves the issuing of a Special Occasion Liquor Licence to Gallery 2 for the Wineology 101 Event on March 10, 2017, at the Gallery 2 facility, subject to obtaining third party (party alcohol) liability insurance naming the City of Grand Forks as an additional insured on that policy; all event liquor providers to hold a Serving It Right Licence Certificate; and ICBC "Drinking and Driving" warning posters to be displayed. |
| b) Nadine Heiberg
SOII - Heiberg, Nadine re Ruckle Unsightly Property Concerns | Letter of concern regarding unsightly property | THAT Council receives for information the letter from Nadine Heiberg regarding an unsightly property. |
| c) Nadine Nevocshonoff
SOII - Nevocshonoff, Nadine re Canadian Practices | Letter regarding Canadian Practices | THAT Council receives for information the letter from Nadine Nevocshonoff |

regarding the Canadian
Practices.

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

THE CORPORATION OF THE CITY OF GRAND FORKS

COMMITTEE OF THE WHOLE MEETING

Tuesday, February 14, 2017

NOT ADOPTED
SUBJECT TO CHANGE

PRESENT: MAYOR FRANK KONRAD
COUNCILLOR JULIA BUTLER
COUNCILLOR NEIL KROG
COUNCILLOR COLLEEN ROSS
COUNCILLOR CHRISTINE THOMPSON
COUNCILLOR BEVERLEY TRIPP

CHIEF ADMINISTRATIVE OFFICER	D. Allin
CHIEF FINANCIAL OFFICER	J. Rhodes
MANAGER OF DEVELOPMENT AND ENGINEERING	D. Sheets
MANAGER OF OPERATIONS	D. Reid
DEPUTY MANAGER OF OPERATIONS	D. Drexler
FIRE CHIEF	D. Heriot
CORPORATE ADMINISTRATIVE ASSISTANT	D. Popoff

GALLERY

ABSENT: COUNCILLOR CHRIS HAMMETT ("with notice")

1. CALL TO ORDER

- a) The Mayor called the meeting to order at 9:00 am.

2. COMMITTEE OF THE WHOLE AGENDA

- a) The Mayor advised that he was amending the February 14th, 2017, COTW agenda to include two late items:
1. the report from the Manager of Operations regarding the Solid Waste Contract with the RDKB, and
 2. an additional proposed resolution under 5 c) Corporate Services for Council's consideration to put forward at the AKBLG Convention.

MOTION: THOMPSON

RESOLVED THAT the COTW amends the February 14, 2017, COTW agenda to include two late items:

- 1. the report from the Manager of Operations regarding the Solid Waste Contract with the RDKB, and**

2. an additional proposed resolution under 5 c) Corporate Services for Council's consideration to put forward at the AKBLG Convention.

CARRIED.

MOTION: THOMPSON

RESOLVED THAT the COTW adopts the February 14, 2017, COTW agenda as amended.

CARRIED.

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- b) Reminder of the In-Camera Meeting directly following the COTW Meeting
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3. REGISTERED PETITIONS AND DELEGATIONS

- a) The Grand Forks International Baseball Tournament
Request to allow RV parking at Dick Bartlett Park during June 26-July 3, 2017, by charging a fee, with collection belonging to the GFI

- Gerry Foster spoke in regards to this request

MOTION: TRIPP

RESOLVED THAT the COTW receives for information and discussion a request to allow RV parking at Dick Bartlett Park during June 26-July 3, 2017, by charging a fee, with collection belonging to the Grand Forks International.

CARRIED.

MOTION: BUTLER

RESOLVED THAT the COTW recommends that Council forwards the request from the Grand Forks International for discussion and decision to the February 14, 2017, Regular Meeting.

CARRIED.

-
- b) Boundary Museum Society
Presentation of quarterly financial report

- Cher Wyers gave an overview of the Boundary Museum stats, events, programs, AGM May 13th, Archival Services, new Board members, volunteer recognition, venue bookings, and a summary of the Quarterly Report

MOTION: THOMPSON

RESOLVED THAT the COTW receives for information the quarterly report from the Boundary Museum Society and refers the Fee for Service request to the 2017 budgeting process.

- c) Local entrepreneurs
Brief presentation regarding a potential technology lab in Grand Forks
- Gary Smith spoke in regards to communities and attracting young families to the area, technology (fab) labs (cafes), KAST (Kootenay Association of Science & Technology), and Google Impact Challenge

MOTION: TRIPP

RESOLVED THAT the COTW receives for information the presentation from local entrepreneurs regarding a potential technology lab in Grand Forks.

CARRIED.

4. REGIONAL TOPICS FOR DISCUSSION - WITH AREA D

5. PRESENTATIONS FROM STAFF

- a) Manager of Development & Engineering Services
Application for a Development Variance Permit to vary the Subdivision, Development and Servicing Bylaw No. 1970, to relax Schedule A and Schedule 1 road specifications to a level appropriate to a rural standard

MOTION: THOMPSON

RESOLVED THAT the COTW receives the report and recommends to Council to approve the Development Variance Permit application to vary the Subdivision, Development and Servicing Bylaw No. 1970 for the property described as 6565 - 25th St., Lot 1, LD54, DL533, Plan KAP11391, and refers the report to the March 13, 2017, Regular Meeting of Council for decision.

CARRIED.

- b) Manager of Development & Engineering Services
BC Conservation Foundation (BCCF) - WildSafeBC Program for 2017

Discussion:

- BC Conservation Foundation will be hiring and receiving the applications for this program

MOTION: THOMPSON

RESOLVED THAT the COTW receives the report and further directs staff to present the report to the February 14, 2017, Regular Meeting of Council for their consideration to

support staff submitting the grant application for a WildSafeBC Community Coordinator for the 2017 season and commit \$8,500 from the Wildlife Management budget to match and supplement grant funding.

CARRIED.

NOT ADOPTED
SUBJECT TO CHANGE

c) Corporate Services
AKBLG Final Resolutions for 2017

- discussion took place in regards to the resolutions below:

Councillor Thompson brought forth the following resolution:

WHEREAS research has shown the practice of changing to Pacific Daylight Savings Time each spring can have a negative impact on people's health and cognitive awareness; and

WHEREAS certain religious groups practice prayer times based on sunrise and sunset and the practice of Daylight Savings Time can interfere with their practices; and

WHEREAS there have been petitions and calls for the abolition of Daylight Savings Time,

THEREFORE BE IT RESOLVED that the Association of Kootenay Boundary Local Governments request the Union of British Columbia Municipalities petition the Provincial Government to consult with the people of BC with a view to abolishing Daylight Savings Time.

Councillor Tripp brought forth the following resolution:

WHEREAS exposure to artificial electromagnetic frequencies (EMF) has not been proven safe, while tens of thousands of peer-reviewed scientific studies indicate that exposure to EMF is harmful to both human health and the health of the environment, and

WHEREAS the telecom industry is now placing powerful EMF-emitting small cell transmitters on existing City-owned infrastructure to increase cellular and WiFi coverage while circumventing the public consultation process required for installing Cell Towers,

THEREFORE BE IT RESOLVED that all telecommunications companies be obliged to consult with the public in each municipality, and neighbourhood where they intend to introduce said microcell transmitters, in order to determine if such installation is appropriate, and if so, the least harmful placement of the transmitters.

MOTION: TRIPP

RESOLVED THAT the COTW recommends to Council to receive and discuss the attached resolution(s), as presented or modified thereof, and refers the resolution(s) to the February 14th Regular Meeting for consideration to adopt.

CARRIED.

d) Monthly Highlight Reports from Department Managers
Staff request for Council to receive the monthly activity reports from department managers

Discussion:

- electrical substation engineering
- public consultation
- Donald Pharand spoke in regards to a \$500,000 study for the electrical substation
- snow removal at senior centers

MOTION: TRIPP

RESOLVED THAT the COTW receives the monthly activity reports from department managers.

CARRIED.

6. **REPORTS AND DISCUSSION**

7. **PROPOSED BYLAWS FOR DISCUSSION**

8. **INFORMATION ITEMS**

9. **CORRESPONDENCE ITEMS**

10. **LATE ITEMS**

- a) Manager of Operations - Solid Waste Contract with the Regional District of Kootenay Boundary

Overview:

- February 1st held information workshop on background of solid waste and MMBC
- June 30, 2017, service contract expires with RDKB

MOTION: THOMPSON

RESOLVED THAT the Committee of the Whole recommends to Council to renew the contract with the Regional District of Kootenay Boundary for weekly solid waste, green bin, yard and garden waste collections, and join the regional service model with MMBC (multi-material BC) providing the recycling service within the City of Grand Forks and surrounding area and refer the decision to the February 27th, 2017 Regular Council meeting;

AND FURTHER BE IT RESOLVED THAT the public consultation for the proposed change be as per the City's Communication Policy # 206.

CARRIED.

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

- a) Mayor Konrad recommended that the seating order of Council will be changing effective as of the February 14, 2017, Regular Meeting to an alphabetical order by last name of Acting Mayors beginning counterclockwise.
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12. **QUESTION PERIOD FROM THE PUBLIC**

- a) - Derek from Juice FM inquired regarding the Daylight Savings Time resolution
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- b) - Donald Pharand inquired into the budgeted amount for the water meter program and additional associated costs. Mayor Konrad stated that there is a Council resolution that anything pertaining to the water meter program will not be discussed.
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13. **IN-CAMERA RESOLUTION**

- a) Chief Administrative Officer
Immediately following the COTW Meeting, Council will hold an In-Camera Meeting

MOTION: THOMPSON

RESOLVED THAT the COTW recommends Council convene an In-Camera Meeting as outlined under Section 90 of the Community Charter to discuss matters in a closed meeting which are subject to Section 90 (1)(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

BE IT FURTHER RESOLVED THAT persons, other than members, officers, or other persons to whom Council may deem necessary to conduct City business, will be excluded from the In-Camera Meeting.

CARRIED.

Councillor Butler was opposed to this motion.

14. **ADJOURNMENT**

- a) Mayor Konrad adjourned the February 14, 2017, Committee of the Whole Meeting at 10:48 am.

MOTION: THOMPSON

RESOLVED THAT the February 14, 2017, Committee of the Whole Meeting was adjourned at 10:48 am.

CARRIED.

NOT ADOPTED
SUBJECT TO CHANGE

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

CORPORATE ADMINISTRATIVE
ASSISTANT - DAPHNE POPOFF

THE CORPORATION OF THE CITY OF GRAND FORKS

REGULAR MEETING OF COUNCIL
TUESDAY, FEBRUARY 14, 2017

NOT ADOPTED
SUBJECT TO CHANGE

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

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

D. Allin
D. Drexler
D. Sheets
D. Popoff

GALLERY

1. **CALL TO ORDER**

- a) The Mayor called the meeting to order at 7:00 pm.
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2. **ADOPTION OF AGENDA**

- a) Adopt agenda
February 14th, 2017, Regular Meeting agenda
The Mayor advised that he was amending the agenda to include a late item to the Council AKBLG final resolutions under Corporate Services, section 8 b), Councillor Tripp's resolution.

MOTION: THOMPSON / TRIPP

RESOLVED THAT Council amends the February 14, 2017, Regular Meeting agenda to include a late item to the Council AKBLG final resolutions under Corporate Services, section 8 b), Councillor Tripp's resolution.

CARRIED.

MOTION: KROG / THOMPSON

RESOLVED THAT Council adopts the February 14th, 2017, Regular meeting agenda as amended.

CARRIED.

3. **MINUTES**

- a) Adopt minutes
January 30, 2017, Committee of the Whole Meeting minutes
Councillor Tripp, as a housekeeping item, would like the word 'beginning' removed from page 6, section 12 b), Question Period from the Public, for clearer clarification.

MOTION: THOMPSON / TRIPP

RESOLVED THAT Council adopts the January 30, 2017, Committee of the Whole Meeting minutes as amended.

CARRIED.

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- b) Adopt minutes
January 30, 2017, Regular Meeting minutes

MOTION: TRIPP / THOMPSON

RESOLVED THAT Council adopts the January 30, 2017, Regular Meeting minutes as presented.

CARRIED.

4. **REGISTERED PETITIONS AND DELEGATIONS**

5. **UNFINISHED BUSINESS**

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

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

MOTION: HAMMETT / THOMPSON

RESOLVED THAT all written reports of Council submitted to the February 14th, 2017, Regular Meeting be received.

CARRIED.

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

- a) Corporate Officer's Report
Verbal report from Council's representative to the Regional District of Kootenay Boundary
- Mayor Konrad had no report this evening.

8. RECOMMENDATIONS FROM STAFF FOR DECISIONS

- a) Manager of Development & Engineering Services
BC Conservation Foundation (BCCF) - WildSafeBC Program for 2017

MOTION: THOMPSON / BUTLER

RESOLVED THAT Council supports staff submitting the grant application for a WildSafeBC Community Coordinator for the 2017 season and commits \$8,500 from the Wildlife Management budget to match and supplement grant funding.

CARRIED.

-
- b) Corporate Services
AKBLG Final Resolutions for 2017

MOTION: TRIPP / KROG

**WHEREAS public consultation on the placement of cell towers is mandated; and
WHEREAS new technology is moving away from these large towers to micro transmitters which do not require local government or public consultation;
THEREFORE BE IT RESOLVED that the AKBLG request the UBCM petition relevant provincial and federal governments to mandate similar public consultation requirements for the placement of micro transmitters as per cell towers.**

CARRIED UNANIMOUSLY.

MOTION: BUTLER / KROG

RESOLVED THAT Council adopts Councillor Tripp's resolution for staff to submit, prior to the deadline of February 24, 2017, as adopted by City Council, to the Association of Kootenay and Boundary Local Governments (AKBLG) for those members' consideration and vote at the AKBLG Annual General Meeting held in April 2017.

CARRIED.

MOTION: THOMPSON / TRIPP

WHEREAS research has shown the practice of changing to Pacific Daylight Savings Time each spring can have a negative impact on people's health and cognitive awareness; and

WHEREAS there have been petitions and calls for the abolition of Daylight Savings Time,

THEREFORE BE IT RESOLVED that the AKBLG request the UBCM petition the provincial government to consult with the people of BC with a view to abolishing Daylight Savings Time.

CARRIED UNANIMOUSLY.

MOTION: TRIPP / KROG

RESOLVED THAT Council adopts Councillor Thompson's resolution for staff to submit, prior to the deadline of February 24, 2017, as adopted by City Council, to the Association of Kootenay and Boundary Local Governments (AKBLG) for those members' consideration and vote at the AKBLG Annual General Meeting held in April 2017.

CARRIED.

9. REQUESTS ARISING FROM CORRESPONDENCE

10. INFORMATION ITEMS

- a)** Grand Forks Downtown Business Association
Letter requesting implementation of items

Discussion:

- downtown core implementations: speaker installation on Market Avenue, parking, signage, speed limit

MOTION: HAMMETT / THOMPSON

RESOLVED THAT Council receives for discussion the letter from the Grand Forks Downtown Business Association requesting implementation of items.

CARRIED.

MOTION: BUTLER / KROG

RESOLVED THAT Council send remaining items on the list back to staff for more information and bring them back to Council individually with information on costs, staff time, and other implications.

CARRIED.

11. BYLAWS

12. LATE ITEMS

- a) As per resolution from the morning's COTW Meeting, this item from The Grand Forks International Baseball Tournament was brought forward for Council's discussion and decision: a request to allow RV parking at Dick Bartlett Park during June 26-July 3, 2017, by charging a fee, with collection belonging to the GFI

Discussion:

- costs, economic impact on community, damage deposit for use of the field, other group events, campgrounds

MOTION: BUTLER / THOMPSON

RESOLVED THAT Council approves the request to allow RV parking at Dick Bartlett Park during June 26-July 3, 2017, by charging a fee, with collection belonging to the Grand Forks International;

AND FURTHER RESOLVED THAT the Grand Forks International will provide all maintenance and a bond for use of the field.

CARRIED.

13. QUESTIONS FROM THE PUBLIC AND THE MEDIA

- a) - Derek from Juice FM spoke in regards to two-way stop concerns and speed limit
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- b) - Les Johnson spoke in regards to vehicle and pedestrian traffic, and speed limit
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14. ADJOURNMENT

- a) Mayor Konrad adjourned the February 14, 2017, Regular Meeting at 8:09 pm.

MOTION: BUTLER / ROSS

RESOLVED THAT the February 14, 2017, Regular Meeting be adjourned at 8:09 pm.

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

CORPORATE ADMINISTRATIVE
ASSISTANT – DAPHNE POPOFF

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Procedure Bylaw / Chief Administrative Officer
Date: February 27th, 2017
Subject: Reports, Questions and Inquiries from the Members of Council
Recommendation: **RESOLVED THAT ALL WRITTEN REPORTS SUBMITTED BY MEMBERS OF COUNCIL, BE RECEIVED.**

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

Benefits or Impacts of the Recommendation:



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

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

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

Recommendation: **RESOLVED THAT ALL 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

February 27, 2017

Julia Butler

On February 7, I attended The Kettle River Watershed Steering Committee. The primary purpose of the Steering Committee, which is a committee of the RDKB Board of Directors, is oversight of the budget for the Plan and planning for governance of the Plan beyond 2017.

Discussion focussed on the formation of another board and the name decided upon was The Kettle River Authority. Terms of reference and membership were discussed. Other issues included a Communications Officer job posting (minimal hours), Stakeholder/public meeting, Drought Management Plan development and a Groundwater well licencing workshop.

February 8, I attended the Interfor open house at the Omega. The staff were very open and willing to share their maps, detailing their Forest Stewardship Plan.

The Rec Commission met on February 9. Our usual stats on attendance and financials revealed a significant drop in ice time for Minor Hockey and the GF Figure Skating Club. Not only does this result in a drop in revenue but more importantly a gap in programming for the kids in our area. Some members of the Rec Commission continue to want a review of our terms of reference to help increase programming in the Boundary. We are currently reviewing bylaws from four other areas, to see if we can find new ways to meet the needs of our residents. Upon further investigation, we will bring any recommendations forward to the RDKB board. We are also still awaiting a response from the CAO of the regional district in regards to a similar issue. On March 1 a test section of the pool deck will be removed in preparation for the work to be completed this summer. The new deck will be completed with the help of the Canada 150 grant received this year.

In response to the FCM's request for more information regarding the motion that council passed last year, I have prepared a brief synopsis. It is only a draft and I would especially appreciate council's suggestions on the second part. It is as follows:

In response to the FCM request for more information:

1. Outline to what extent privatization of water is happening in Canada, impacts this is having and provide a Federal-Municipal lens.

(a) Hamilton, Ontario and Winnipeg, Manitoba

[https://canadians.org/sites/default/files/publications/CETA Water Report FINAL - EN.pdf](https://canadians.org/sites/default/files/publications/CETA_Water_Report_FINAL_-_EN.pdf)

“Hamilton, Canada: In Hamilton, Ontario, after awarding a contract to Philips Utilities Management Corporation for water and wastewater treatment, the community faced ten years of environmental disasters and financial upheaval. The workforce was cut in half within eighteen months, millions of litres of raw sewage spilled into the Hamilton Harbour, homes were flooded and major additional costs were incurred. Numerous charges over years were laid by the Ontario Ministry of the Environment against the contractor for not meeting effluent standards. The private water contract changed corporate hands four times. In 2004, City Council ended its experiment with privatization and brought operation of its water and wastewater systems back in-house.” Pg. 17

“In May 2010, the City of Winnipeg approved a 30-year deal to potentially hand over the design, construction and partial operations of its wastewater treatment facility upgrades to the French multinational corporation Veolia Environment. The total cost of these upgrades is expected to exceed \$660 million.” Pg. 5, 19

<http://www.winnipeg.ca/waterandwaste/sewage/TreatmentPlantUpgradesAndExpansionProgram/agreement.stm>

(b) Submissions to the 2008 water strategy public consultation process in Nova Scotia

https://novascotia.ca/nse/water.strategy/docs/WaterStrategy_Public.Consultation.Submissions.pdf

“What are your biggest concerns when it comes to water in Nova Scotia?

Private companies do not have the same requirements for openness and transparency. Once public assets are turned over to private interests, we often are unable to get important information about things like environmental risks or damage or environmental assessment of projects. These become subject to "commercial confidentiality" to protect the business. Our communities need that information so they can make decisions about the environment, public services and health and safety.

Local governments traditionally contract the design and construction of projects like water and sewage treatment to private companies. P3s are different. They involve contracts that are decades long including things like private financing and private operation.

Some governments argue that privatizing public services reduces costs and risk to taxpayers. But experience shows us corporations charge a hefty premium to take on risk.

HRM cancelled a half-billion dollar sewage treatment contract because the corporate partner was not willing to accept the risk and costs if it failed to meet environment standards. Once private operators get involved in environmental projects they become subject to trade deals. Metro Vancouver stopped a proposed P3 for water treatment when it realized the project would be subject to the North American Free Trade Agreement and would be almost impossible to return to public operation.

When our local governments run environmental services they have two priorities: our citizens and the environment.

Adding private corporations to the mix means government must accommodate the corporate goal of maximizing profits - which can lead to cutting corners on services and safety. This is a serious concern for areas like sewage, water treatment and small hydroelectric projects that affect our health and our environment. Government's also seek cooperation within and across public sector institutions -to improve service, introduce innovation and maximize resources. This is made much more difficult when we introduce a competitive corporate model that must take proprietary interests into consideration.

British Columbians are becoming more conscious of the need for a healthy environment and governments are following our lead. An important part of this is to say loud and clear that we want our governments, not corporations, to maintain control of important services like water and sewage treatment, parks and hydroelectric power."

"As they run into concerted opposition in Canada's cities, water companies like Terasen and EPCOR are increasingly targeting small rural and First Nations communities. These communities are more vulnerable, as they seek to meet provincial water-quality and certification standards. Privatization is sold as an easy answer." Pg. 13-19

(c) Sooke B.C., Port Hardy B.C. and White Rock B.C.

<https://thetyee.ca/Opinion/2016/09/21/Sooke-Voting-Privatization-Out/>

"Paris brought management of its water system back in house in 2010 and, this March, Sooke voted unanimously to bring water management back in house when the contract with a private company expired."

"In B.C., Sooke and Port Hardy both restored water services, Port Moody ended a contract for private sector garbage collection and New Westminster has ended a contract for private cafeteria services."

"White Rock voted to buy its water system back from a private company."

2. "What is intended by the action of, 'take steps', noted in the operative clause of the resolution?"

*(a) Limit corporate influence and involvement in government policy making at all levels of government, including, but not limited to: Government committees, commissions, advisory bodies, regulatory agencies or watershed management plans. This includes avoidance of non-profit groups that are "greenwashed" fronts for industry. This can be determined by researching who funds the non-profit and the connections that their directors have with private corporations, before allowing them a seat at the table. (I find it odd that councillors must recuse themselves from such bodies if they have a pecuniary interest, yet we freely invite "stakeholders" to sit at these tables and help make decisions for government. Time and again, in other countries, this has helped assure in privatization. I can provide references on this if required. Experts in industry are essential experts to be consulted but have no place at the voting table.)

(b) Increase funding for the replacement of local infrastructure so municipalities aren't forced to get private companies to take over the costs of running and maintaining sewer and water systems. The Federation of Canadian Municipalities (FCM) has calculated that an investment of at least \$31 billion is needed to maintain and repair water infrastructure across Canada.

Dissolve the crown corporation, PPP Canada Inc. that administers the P3 Fund which was the only source of new funding in the Building Canada Plan and is explicit in its promotion of privatization. This \$1.25-billion fund was a massive subsidy to promote the use of P3s in the procurement of public infrastructure by provincial, territorial, municipal and First Nations governments. *PPP Canada Inc.* was created with a mandate to “*develop the Canadian market for public-private partnerships for the supply of public infrastructure in the public interest.*” Their interest in municipal infrastructure is not a secret and is certainly cause for concern. The Building Canada Fund requires municipalities to consider the P3 option in order to qualify for federal infrastructure money for water upgrades. Most private water firms in Canada are European and American (there is no domestic Canadian water service industry). There is a good chance a procurement dispute panel would decide that on market determinations alone, a private firm should have won out over the public option after going through this procurement process. The private firm might then be granted compensation for the lost bid and possibly have the decision overturned.

(c) Establish a federal regulatory agency or over-arching program which guides the development of requirements for the safe management of dams and water rights associated with them. Once again limit private/corporate companies from sitting on the board, unlike the CDA.

http://www.imis100ca1.ca/cda/Dams_in_Canada/Regulation/CDA/Dams_In_Canada_Pages/Regulation.aspx

“Regulation of dams in Canada is a provincial/territorial responsibility and is similar to other areas of provincial jurisdiction such as health and education. Unlike other countries, Canada does not have a federal regulatory agency or over-arching program which guides the development of requirements for the safe management of dams. The Canadian Dam Association (CDA), a volunteer organization was formed in the 1980s to provide dam owners, operators, consultants, suppliers and government agencies with a national forum to discuss issues of dam safety in Canada. The Dam Safety Guidelines developed by the CDA can provide regulators with a basis for evaluating the safety of dams within their respective jurisdictions.”

(d) Prohibit the ability to transfer water rights to foreign peoples or companies. Prohibit the sale of natural capital assets, such as aquifers, to private companies.

(e) Amend international trade agreements that jeopardize the sovereignty and control of our water systems. This includes procurement processes that handcuff local governments.

(f) Prohibit bulk water sales outside of Canada.

REPORT TO COUNCIL

TO: Mayor and Council
FROM: Councillor Christine Thompson
DATE: February 23, 2017
SUBJECT: Report to Council

Saturday, February 11th it was my pleasure to attend the Family Day Events sponsored by the City and organized by management with the able assistance of our public works crew. The weather was very cooperative and many attended, including parents and children from out-of-town here for a hockey tournament. I assisted in signing up participants for the "Fun Mudder", including Councillor Ross who did an excellent representing Council. Job very well done.

The City's Chief Financial Officer and Management Team continued their presentations on operating budgets and work plans for 2017. I appreciate that they have presented these plans in smaller sections that afford both Council and the public the chance to ask questions.

The Phoenix Foundation held its monthly board meeting on February 15th. Board Chair Gary Smith and Director Carolyn Thiessen will be attending the Community Foundations of Canada annual conference in June. It was with regret that the Board accepted the resignation of Alan Peterson.

I was disappointed to read in the Grand Forks Gazette that a sitting member of Council was quoted as saying that they are uncomfortable having city staff enter their home, and further that they were uncomfortable with a city worker entering as well. I want to take this opportunity to assure all of our employees that I have utmost respect for them and the work that they do. While we may disagree on issues from time to time, I and many others appreciate the services they provide to our community as I have received calls from residents expressing their appreciation. City employees are welcome in my home anytime they or I have a need.

Respectfully submitted,

Councillor Christine Thompson

Councillor's Report for February 27th Regular Meeting

Since mid-January Council has been engaged with staff in the budget deliberations for the 2017-2021 Financial Plan. This has taken up many hours of meetings and personal review of documents that detail the City's capital projects and department budgets. This is the first Budget process that I have been involved in, and I am committed to understanding the figures and making fiscally responsible decisions on behalf of the residents of Grand Forks, as I believe are all of council. A number of carry-forward projects worth \$2.378 million have been on the books from prior years, and early budget approval was given to \$1,075 million in projects that the City wants to get started with right away. There are also many new projects which fall under the 20 year Capital Plan that are being presented for Council's approval. Staff have scored the projects according to a number of factors, and this makes it somewhat easier to determine their necessity. But as with any budget there are always items that could be put off for another year, and before approving the final financial plan, Council will have an opportunity to review the projects and decide if all are absolutely necessary.

I reported in January about an issue that had come to my attention regarding small micro-cell transmitters being placed on utility poles and other infrastructure throughout BC communities without any consultation with either municipal government or residents. I did a lot of research on this subject and then proposed a resolution to Council for consideration at the AKBLG. I am delighted to report that at our last Regular Meeting, council approved my resolution which will now go forward to the AGM/Convention in Rossland on April 15-28th. This is an issue deserving of public consultation; as the world becomes more and more saturated with RF/EMF radiation, people should be able to have a say in whether or not they want these transmitters located near their living spaces.

Last fall, I asked for a report from staff on in-kind services provided to the not-for-profit and volunteer groups operating in the city, out of my concern that certain valuable volunteer groups could be facing demise. My goal was for council to be able to assess where these groups could be better assisted as they are such an important social and economic driver in our community. At a recent meeting, our CAO advised that staff would now be bringing a report for these groups and I am looking forward to seeing this, as I believe it will really help us in assessing where our priorities should be in terms of supporting these groups.

On February 8th, I attended Interfor's Open House at the Omega Restaurant. Staff were on hand to explain their forest management plan for the next five years. Several people in attendance were concerned about issues such as run-off, soil erosion, degradation of streams and other habitats, and other logging practises seen as "questionable." However, Interfor is an integral part of our community and logging is one of the key drivers of our economy. I am optimistic that Interfor will continue to be a viable business enterprise in our region, while exercising responsible forest management.

Respectfully submitted,

Beverley Tripp

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Procedure Bylaw / Council
Date: February 27th, 2017
Subject: Report – from the Council's Representative to the Regional District of Kootenay Boundary
Recommendation: **RESOLVED THAT MAYOR KONRAD'S REPORT ON THE ACTIVITIES OF THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY, GIVEN VERBALLY AT THIS MEETING BE RECEIVED.**

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

Benefits or Impacts of the Recommendation:

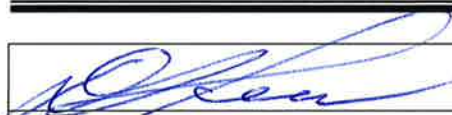
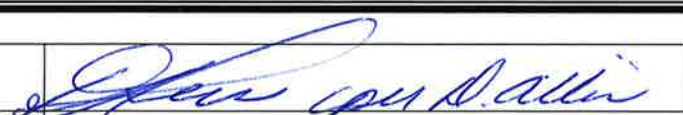
General: The main advantage is that all of Council and the Public is provided with information on the Regional District of Kootenay Boundary.

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

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

OPTIONS:

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

 Department Head or CAO	 Chief Administrative Officer
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REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Deputy Manager of Operations

Date: February 27, 2017

Subject: Campground Host

Recommendation: **RESOLVED THAT Council approves the continuation of the contract with the Campground host from the 2016 season, Joan Heart, from April 27th, 2017 until September 30, 2017.**

BACKGROUND:

The City believes in recruiting and retaining a qualified workforce that reflects our community. This can be effectively accomplished by employing a diverse staff of all levels of skill and ability who would like the opportunity to have a career, make a contribution to the community, earn an income and be valued as a community member. Diversity is directly linked to workplace excellence, creativity, and innovation.

At the November 28, 2016 Regular meeting of Council, the campground operation for 2016 was reviewed and discussed.

Some of the highlights included the way the campground was run in 2016 thanks in part to the new campground host Joan Heart in combination with the Bylaw Enforcement officer. The community and campers alike sent in feedback regarding how well run and how clean the facility was thanks to Ms. Heart.




City Staff would like continue with the campground host from the 2016 camping season, Joan Heart. Costs will be within the allocated operational budget for the campground for 2017.

Benefits or Impacts of the Recommendation:

General: Building on the 2016 success and having continuity with the campground host

Policy/Legislation: 2017-2021 Financial Plan

Strategic Impact:

-  Increasing the visitors and ensuring returning visits to the campground
-  Attract visitors to the area
-  Employment Partnership with Sunshine Valley Community Services



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

REQUEST FOR DECISION

— REGULAR MEETING —



 N/A

Attachments: N/A

Recommendation: RESOLVED THAT Council approves the continuation of the contract with the Campground host from the 2016 season, Joan Heart, from April 27th, 2017 until September 30, 2017.

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
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Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Manager of Operations

Date: February 27, 2017

Subject: Solid Waste Contract with RDKB

Recommendation: **RESOLVED THAT COUNCIL agree to renewing the five year (2017-2022) contract with the Regional District Kootenay Boundary for weekly solid waste, green bin, yard and garden waste collection service within the City of Grand Forks;**

AND FURTHER RESOLVE THAT the City join the regional recycling service model under Multi Materials British Columbia.

BACKGROUND:

- The RDKB and the City of Grand Forks have cooperated formally and informally in the delivery of solid waste collection services for City residents since the 1990s.
- In 2015, the parties formalized this arrangement to clarify the parties' rights and obligations. This agreement expires on June 30th, 2017.
- The RDKB contracts the curbside collection work through a competitive bid process. The present contractor is Kettle Valley Waste. This contract expires on June 30th 2017.
- The City of Grand Forks renew the contract with the RDKB with an option to remove the yard and garden waste if Council chooses with written notice prior to January 1st of the collection year.

OVERVIEW:

a) Yard & Garden Waste:

- This service is provided nine times per year (March to November) at a limit of three bags per month. The City would pay in 2017 the RDKB \$1.16 per bag for home pick-up for this service with the increase.



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

REQUEST FOR DECISION

— REGULAR MEETING —



b) Garbage:

- This material will be collected weekly with the new contract as opposed to bi-weekly in the current contract. Additional bags will be collected if they have a 'City of Grand Forks' garbage tag. The City pays tipping fees at the landfill for this material.

c) Curbside Recycling:

- This material is collected biweekly on alternating weeks.
- The terms and conditions are set by the not-for-profit stewardship agency Multi Materials BC (MMBC).
- MMBC will be providing this service regionally as of June 30, 2017.
- MMBC will be responsible to inform residents of the service schedule and terms and conditions of the curbside collection service.

Benefits or Impacts of the Recommendation:

General: Increased level of service.

Financial: This will have a financial impact with the complete contract price costs increase of 13.5 percent from the 2016 pricing.

	Until June 2016		New Contract	
	Unit	Annual extension	Unit	Annual Extension
Yard & Garden Waste	\$ 15.78	\$26,747.10	\$ 31.19	\$50,184.71
Garbage/Green Bin	\$77.48	\$131,327.28	\$83.35	134,110.15
Total		\$158,074.38		\$184,294.86
Tipping Fees		\$36,000		\$36,000
Total		194,074.38		\$220,294.86



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

REQUEST FOR DECISION

— REGULAR MEETING —



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Policy/Legislation: Bylaw 1798, Bylaw 1937, Bylaw 1945

Strategic Impact:

 N/A

 N/A

 Partnership with RDKB option within contract to allow for public consultation

 Maintaining current levels of service



Attachments: Garbage, Organics, Recycling and Yard waste collection agreement

Recommendation: **RESOLVED THAT COUNCIL agree to renewing the five year (2017-2022) contract with the Regional District Kootenay Boundary for weekly solid waste, green bin, yard and garden waste collection service within the City of Grand Forks;**

AND FURTHER RESOLVE THAT the City join the regional recycling service model under Multi Materials British Columbia.

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

GARBAGE, ORGANICS, RECYCLING and YARD WASTE COLLECTION AGREEMENT

(Waste Collection Services)

THIS AGREEMENT made as of the ____ day of _____, 2017

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 Alpine Disposal (the "Contractor"), 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 July 1, 2017;
- (c) "Contract" means the agreement between the Regional District and the Contractor for the Contractor's provision of the Services, date of commencement is July 1, 2017;

- (d) **"Contractor"** means Alpine Disposal;
- (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) residual waste, on a weekly basis; and
 - (iii) organic waste, on a weekly basis;
- (g) **"Term"** means the term of years and months as set out in Section 2.2 of this Agreement;
- (h) **"Termination Date"** means June 30, 2022;
- (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. 1605, 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 1.1(f), 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.
- (c) Terms which apply to the collection of Yard and Garden waste may be modified without affecting the Agreement as a whole. The parties may modify the terms of this service by mutual agreement by providing written notice (Section 8.1) prior to January 1st of the year of the intended services change.

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 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 be collecting and remitting 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 WorkSafeBC 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
VOH 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 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 endures 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**

July 1, 2017

Organics and Garbage Collection - \$83.35 per Unit per year

Yard and Garden Waste Collection - \$31.19 per Unit per Year

The fees may 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.

Number of Units as at February 1, 2017 – 1,695

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



February 10, 2017

City of Grand Forks
Grand Forks, B.C.
VOH 1H0

Attention: Mayor and Council

Re: Gallery 2 – Wineology 101 Event

Please be advised that Gallery 2 wishes to host an event that will build on our Annual Wine Tasting. This event is scheduled for March 10, 2017 from 7 to 10 pm in the Reid Gallery of Gallery 2. This will be an instructional evening with no more than 50 tickets being sold in advance and used to raise funds for our non-profit society. We have contracted Moss Scheurkogel from the Okanagan Vinstitute to facilitate the seminar in which participants will learn the art of wine tasting and be able to differentiate the numerous varietals, terroir, etc. It should prove to be fun and educational for beginners as well as those who already have some wine appreciation skills. We hope that it will enhance the experience for our regular and future Wine Tasting ticket holders.

We respectfully request that the City of Grand Forks give us permission to host such an event in which wine will be served for tasting and also sold from 9 to 10 so that participants can practice their newly learned skills.

Please contact myself at 250-442-5835 if you have any questions.

Sincerely,

Dawsha Hunt, Wineology 101 Event Organizer

524 Central Avenue, Box 2140
Grand Forks, B.C., V0H 1H0

Ph: 250-442-2211
Fax: 250-442-0099

gallery@g2gf.ca

FILE CODE
WE3-65 - Wineology 101 Event
at Gallery 2 - March
10th

Please read at next City Council

Box 674
Grand Forks, BC
V0N 1H0
Feb. 8, 2017

Dear Prime Minister Trudeau
These atrocities in corrupt City Council:

Dear City Council

I heard through the grapevine that your by-law officer had fined a woman in Rucke Addition one thousand dollars a day for unsightliness of property.

Then you all endorsed taking her animals away. She lost her home to you once it reached fifty thousand.

How dare you! This is horrendously evil! You give back her home to her now, with all those home improvements you wish her to have, along with pet care.

Sincerely
Nadine Heiberg
Nadine Heiberg



* Please read at next
City Council meeting

Box 674
Grand Forks B.C.
V0H 1H0

Phone 250 442-9595

February 8, 2017

Dear Editor and City Council

Dear Prime Minister Justin Trudeau

Please do not allow Canada to be bullied
into accepting people who believe they should kill
others for their religion.

Also, those with cultural degradation of
genital mutilation, gang rape, pedophilia,
and sodomy need not be allowed into our
country if they do not see the atrocity of
all of this.

You need to make it clear to all that
these practices are intolerable

The muslims are afraid of one another
and need help out of their conundrum.

Our country, Canada, must take a hard
stance to help all people, and ban Sharia
law from Canada.

FILE CODE

REF
WEB

Nevocshonoff, Nadine
C10 - re Canadian
(misc000)

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FEB 8 2017

THE CORPORATION OF
THE CITY OF GRAND FORKS

All people need free will to make proper ethical choices.

Please do not make our country seem weak-minded in this respect.

Lay Canadian Self-Respect on the line as being top-notch.

Show them the Great Spirit Within to overcome all aspects of degradation.

Thank you!

Sincerely

Nadine Nevoeshonoff

Nadine Nevoeshonoff