

Committee of the Whole at 7:00 pm

AGENDA for the Council Meeting to be held on Monday, January 24, 2022 electronically and in the Council Chambers of the Municipal Office, 1 Mackenzie Boulevard, Mackenzie, BC.

CALLED TO ORDER 7:15 PM

We would like to begin by acknowledging the land on which we gather is within the traditional territory of the Tse'khene People of the McLeod Lake Indian Band.

A Council resolution is required under Section 92 of the Community Charter that a Special Closed meeting will be deferred until after the regular meeting and will be closed to the public.

The basis of the Special Closed Meeting relates to Section 90(1)(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

1. ADOPTION OF MINUTES

a) Regular Meeting - January 10, 2022

9 - 13

2. INTRODUCTION OF LATE ITEMS

- a) A resolution is required to add the following item to the agenda:

7. ADMINISTRATION REPORTS

- m) Resolution of Support – NDIT Grant Mackenzie 2.0 Marketing Materials

THAT Council supports the District's application to NDIT's Marketing Initiatives grant program for up to \$20,000 in funding towards the Mackenzie 2.0 Marketing Materials project;

AND THAT the Chief Administrative Officer be authorized to execute the grant application and, if the application is successful, any related documentation.

- n) Recreation Fees and Charges Bylaw Update

THAT Council approves the updates to Recreation Services Rates & Fee Policy 8.1 that would come into effect March 1, 2022.

11. BYLAWS

- d) THAT Bylaw No. 1469 cited as "Recreational Fees and Charges Bylaw No. 1469, 2022" be given first three readings.

3. ADOPTION OF AGENDA

4. PUBLIC COMMENT AND QUESTIONS

Please note that all comments and questions must pertain to items listed on the agenda.

Are there any members of the public in attendance this evening who wish to comment on the agenda?

Administration are there any members of the public attending through Zoom or Phone that wish to comment on the agenda?

5. PETITIONS AND DELEGATIONS

6. CORRESPONDENCE

Motion required to accept all correspondence listed on the agenda.

For Action:

- a) Letter received from Janice Nelson, resident, regarding the recent streetlight changes and is asking Council to ask the District to engage with residents who have made complaints about their lights, to research what other communities have done to mitigate light nuisance, and to implement a solution that works for everybody. 14 - 16
- b) Request from the Girl Guides of Canada's BC Council asking the District of Mackenzie to light up a District owned building in the colour blue on February 22nd in support of girl empowerment to celebrate World Thinking Day, a day of international friendship. 17 - 18
- c) Letter and invoice in the amount of \$288.75 from CivInfo BC for the annual membership dues for 2022. The dues for 2021 were \$280.35. 19 - 21

Is there anything Council wishes to address in the "For Consideration" or "For Information" correspondence?

For Consideration:

- d) Letter received from the Regional District of Fraser-Fort George notifying the District that Mayor Joan Atkinson has been appointed to the Mackenzie Wildfire Advisory Committee for 2022. 22
- e) Deadline for Groundwater Licensing - March 1, 2022 23 - 24

For Information:

The following items have been placed in the Centre Table File for Council's consideration:

- f) DOM-21-17 Audio Visual Upgrades Report Documents
- g) 2022 Prime Minister's Awards - Nominate an Exceptional Educator
- h) Logging and Sawmilling Journal - September/October 2021
- i) The Journal of the BC Principals' & Vice-Principals' Association - November 2021
- j) Truck Logger BC - Winter 2022

7. ADMINISTRATION REPORTS

- a) Construction Update for New Fire Hall 25 - 27

THAT Council receives this report for information.

Amy Lievers, Architect, with Field Lievers Architecture, and Andrew Dunbar, Northern District Manager, Southwest Design & Construction Ltd. will provide a progress report on the new Fire Hall project to Mayor and Council.

- b) Emily Kaehn, Director of Corporate Services, will provide a presentation to Mayor and Council of the current Council Procedure Bylaw. 28 - 54

Electronic Meetings Procedures – Session #1

THAT Council provide feedback on the current Council Procedure Bylaw No. 1379.

- c) DOM-21-17 - Audio Visual Project – Contract Award 55 - 62

THAT Council awards the DOM-21-17 Audio Visual Project which includes improvements to audio visual technology in Mackenzie Council Chambers, Committee Room, and the Mackenzie Recreation Centre Community Hall, to Matrix Video Communications Corp. in the amount of up to \$210,084.66 plus GST;

AND THAT the Chief Administrative Officer be authorized to execute the contract and any related additional documentation.

- d) 2022 Visitor Services Agreement 63 - 78

THAT Council approves the 2022 Visitor Services Agreement with the Mackenzie Chamber of Commerce;

AND THAT Council authorizes a \$20,000 contribution towards the service agreement;

AND THAT the Chief Administrative Officer be authorized to execute the agreement and any related documentation.

- e) Mackenzie Outdoor Route and Trail Association 2022-2023 Service Agreement 79 - 91

THAT Council approve the 2022-2023 fee-for-service agreement with the Mackenzie Outdoor Route and Trail Association in the amount of \$5,000 each year for two years.

- f) Mackenzie Golf and Country Club 2022-2023 Service Agreement 92 - 102

THAT Council approve the 2022-2023 fee-for-service agreement with the Mackenzie Golf and Country Club in the amount of \$15,000 each year for two years.

- g) Yellowhead Helicopters Ltd. – Airport Lease 103 - 118

THAT Council authorizes the Chief Administrative Officer to execute the three-year lease agreement with Yellowhead Helicopters Ltd.

- h) R. King Holdings Ltd. – Airport Lease 119 - 133

THAT Council authorizes the Chief Administrative Officer to execute the three-year lease agreement with King Brothers Logging Ltd. to allow for non-commercial storage, non-commercial mechanical overhaul, and non-commercial maintenance.

- i) 2022 Provisional Operating and Capital Budgets 134 - 141

THAT Council approves the 2022 Provisional Operating and Capital Budgets.

- j) COVID-19 Safe Work Policy 1.21 Reinstatement 142 - 149

THAT Council reinstate COVID-19 Safe Work Policy 1.21.

- k) 2022 Water, Sewer and Garbage Bylaw Amendment 150 - 152

THAT Council receives this report for information.

- l) Enbridge Investigative Use Areas 153 - 165

THAT Council directs Administration on how to respond to the referral request.

- LATE ITEM** m) Resolution of Support – NDIT Grant – Mackenzie 2.0 Marketing Materials 166 - 168

THAT Council supports the District's application to NDIT's Marketing Initiatives grant program for up to \$20,000 in funding towards the Mackenzie 2.0 Marketing Materials project;

AND THAT the Chief Administrative Officer be authorized to execute the grant application and, if the application is successful, any related documentation.

- LATE ITEM** n) Recreation Fees and Charges Bylaw Update 169 - 188

THAT Council approves the updates to Recreation Services Rates & Fee Policy 8.1 that would come into effect March 1, 2022.

8. COUNCIL REPORTS

- a) Mayor's Report
- b) Council Reports

9. UNFINISHED BUSINESS

10. NEW BUSINESS

11. BYLAWS

- a) THAT Bylaw No. 1466 cited as "Water Rates and Regulations Bylaw No. 1466, 2022" be given first three readings. 189 - 200
- b) THAT Bylaw No. 1467 cited as "Sewer Rates and Regulations Bylaw No. 1467, 2022" be given first three readings. 201 - 210
- c) THAT Bylaw No. 1468 cited as "Garbage Rates and Regulations Bylaw No. 1468, 2022" be given first three readings. 211 - 217

- LATE ITEM** d) THAT Bylaw No. 1469 cited as "Recreational Fees and Charges Bylaw No. 1469, 2022" be given first three readings. 218 - 222

12. NOTICE OF MOTION

13. COMING EVENTS

- a) Mackenzie Loyal - Shop Local Program 223
Submit a receipt to the Chamber between January 15 - February 15th to be entered to win a prize!
- b) WinterQuest - February 25-27, 2022 224

14. INQUIRIES

- a)
- In-person
 - Online (Zoom)/phone
 - Written comments received

15. ADJOURNMENT

**District of Mackenzie
Regular Council Meeting
Monday, January 10, 2022**

MINUTES of a Regular Meeting of the Council of the District of Mackenzie held electronically and in the Council Chambers of the Municipal Office.

PRESENT: Mayor J. Atkinson
Councillor V. Brumovsky
Councillor P. Grogan
Councillor A. Hipkiss
Councillor R. McMeeken
Councillor J. Wiens
Chief Administrative Officer
D. Smith
Chief Financial Officer K. Borne
Director of Corporate Services
E. Kaehn
Director of Operations
K. Gawryluk
Land & Environmental Coordinator
L. Thorne
Legislative Clerk/Executive Assistant
C. Smirle

CALLED TO ORDER: 7:15 pm

Mayor Atkinson acknowledged the land on which we gather is within the traditional territory of the Tse'khene People of the McLeod Lake Indian Band.

32249.
Defer Closed Meeting

MOVED by Councillor McMeeken
THAT the Special Closed meeting be deferred until after the regular meeting and will be closed to the public;

AND THAT the basis of the Special Closed Meeting relates to Section 90(1)(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

CARRIED

1. ADOPTION OF MINUTES

The minutes of the Special Meeting held on November 22, 2021 were adopted as presented.

PRIOR TO ADOPTION

The minutes of the Special Meeting held on December 6, 2021 were adopted as presented.

The minutes of the Special Meeting held on December 13, 2021 were adopted as presented.

The minutes of the Regular Meeting held on December 13, 2021 were adopted as presented.

2. INTRODUCTION OF LATE ITEMS

32250. MOVED by Councillor Hipkiss
Introduction of Late Items *THAT the following late item be added to the agenda;*

7. ADMINISTRATION REPORTS

f) Development Variance Permit – #3090-20-22-01

THAT Council authorizes approval in proceeding with Development Variance Permit # 3090-20-22-01.

CARRIED

3. ADOPTION OF AGENDA

32251. MOVED by Councillor McMeeken
Adoption of Agenda *THAT the agenda be adopted as presented.*

CARRIED

4. PUBLIC COMMENT AND QUESTIONS

Nil

5. PETITIONS AND DELEGATIONS

Nil

6. CORRESPONDENCE

32252. MOVED by Councillor Brumovsky
Receipt of Correspondence *THAT the correspondence listed on the agenda be received.*

CARRIED

7. ADMINISTRATION REPORTS

32253. MOVED by Councillor Wiens
Contract THAT Council receive this report for information.
Disclosure –
Chrysalid
Tech & Print

CARRIED

Emily Kaehn, Director of Corporate Services, noted an error, that the Garden House Bed and Breakfast had sales of \$200 from the District of Mackenzie in 2021.

32254. MOVED by Councillor McMeeken
Contract THAT Council receive this report for information.
Disclosure –
Garden
House Bed
& Breakfast

CARRIED

32255. MOVED by Councillor Brumovsky
Renew THAT Council renews its commitment with the Land Title and Survey Authority
Commitment by continuing to participate in their Integrated Survey Area Program;
to Integrated
Survey Area AND THAT Council authorizes the Chief Administrative Officer to execute the
Program required documentation.

CARRIED

32256. MOVED by Councillor Hipkiss
NDIT Grant THAT Council supports the District’s application to the Northern Development
Application for the Local Initiative Trust (NDIT) for a grant of up to \$40,000 to host an intern under the
Government Local Government Internship Program;
Internship AND THAT the Chief Administrative Officer be authorized to execute the grant
Program application and, if the application is successful, any related documentation.

CARRIED

32257. MOVED by Councillor McMeeken
Electronic THAT Council approves the review schedule for the Council Procedure Bylaw No.
Meetings 1379.
Procedures -
Schedule

CARRIED

32258. MOVED by Councillor Wiens
Development *THAT Council authorizes approval in proceeding with Development Variance*
Variance *Permit # 3090-20-22-01.*
Permit -
#3090-20-
22-01

CARRIED

8. COUNCIL REPORTS

Mayor's Report
Nil

Council Reports
Nil

9. UNFINISHED BUSINESS

Nil

10. NEW BUSINESS

Nil

11. BYLAWS

Nil

12. NOTICE OF MOTION

Nil

13. COMING EVENTS

SD 57 By-Election Advanced Voting
Mackenzie Municipal Office - 1 Mackenzie Blvd.
Tuesday January 11, 2022
8:00 am - 8:00 pm

SD 57 By-Election General Voting Day
Mackenzie Municipal Office - 1 Mackenzie Blvd.
Saturday January 15, 2022
8:00 am - 8:00 pm

Climbing Wall Engagement Survey
Please complete by January 24, 2022
<https://www.surveymonkey.com/r/VZLZFMK>

WinterQuest - February 25-27, 2022

14. INQUIRIES

Janice Nelson, Publisher of the Macktown Buzette, asked what the Development Variance Permit is for? Emily Kaehn, Director of Corporate Services answered that the applicant is seeking to reduce the front setback of an accessory building from the front parcel line from 12.2 metres to 6.56 metres to permit a substation. The next steps will be to send the application to technical agencies for review and notify neighbouring properties. If there are not issues a final report will be brought forward to Council for approval.

Ms. Nelson asked if the report for the Development Variance Permit will be uploaded into the agenda online? Chelsea Smirle, Legislative Clerk, replied that the report is currently uploaded online and available for viewing.

Ms. Nelson asked if items on the agenda in the "For Consideration" section are discussed if they are not brought forward by Mayor or Council? Ms. Kaehn replied that no they are not discussed unless Mayor or Council wishes to bring them forward.

15. ADJOURNMENT

32259. MOVED by Councillor Wiens
Adjournment THAT the meeting be adjourned at 7:37 pm.

CARRIED

I certify the foregoing to be the original true copy of the minutes of the Regular Council Meeting.

Signed:

Certified Correct:

Mayor

Corporate Officer

Janice Nelson
Mackenzie, BC
(250) 997-5038

January 19th, 2022

Mackenzie & District Council

To Council and Mayor,

I am one of several residents in town still waiting on a change for the over-bright street lights near my home, which are flooding my front and back yards with glare and entering my windows on all sides, including upper floor bedrooms.

The glow into the back bedrooms at night appears to be at least twice as bright as produced by the former lights, and is exacerbated by the winter's snow cover and loss of foliage. On nights with snow fall and cloud cover, the level of light in my backyard resembles that of dawn and is enough to read print on paper without any other illumination.

The light spill into my front and back yards is ugly, harsh and intrusive. It is an invasion of privacy and prevents enjoyment of my outdoor environment at night, particularly on a summer evening. I shouldn't need to tell Council that this constitutes a private nuisance and is actionable legally.

The light glare into my home on both sides also violates District Bylaw 1394, section 6.4.3. I have twice submitted a complaint under this bylaw and have received no reply.

Currently I am forced to use heavy window coverings at night to completely block out the light from outside, but this also blocks out natural light in the morning, causing me often to sleep past my normal waking time. This interferes with a normal and healthy sleep cycle. Some say I should invest in a "light clock" that would mimic daybreak in the room. I would rather just go back to enjoying natural daybreak in my room. Is that an unreasonable request?

Several mitigation options available

Based on what kinds of solutions are available in other communities, several options exist to mitigate the problem.

One is a repositioning of one of the luminaires, which would shift the light spill away from my front yard – where it is not needed -- toward the dark, unlit patch of road in the next block, where it is needed. Other remedies include lowering the wattage of the luminaires, lowering the colour temperature (CCT), or putting a shield in to stop the lateral glare. Some towns in the U.S. and the U.K. have started dimming their lights after a certain hour, reducing wasted light at night and saving on energy costs.

Some towns in B.C., like Cumberland, did an assessment for wattage needs in residential areas *prior* to installing the new lights. Cumberland also, like most communities in B.C. and Canada, has chosen 3000K colour temperature for its residential neighbourhoods. 3000K is what's recommended by industry, by health agencies and, according to several sources, by BC Hydro itself.

Health, industry advisories against 4000K lights

Brief research online about the controversies around 4000K CCT and higher street lighting would have been enough warning to the District to follow best practices in choosing a long term outdoor residential lighting solution.

In 2016, the American Medical Association warned against 4000K and higher street lighting due to the amount of blue-white light in its spectrum, and its impact on human health and wildlife. In six years, the AMA has not retracted

this recommendation.

...At 3000K, the human eye still perceives the light as 'white,' but it is slightly warmer in tone, and has about 21 per cent of its emission in the blue-appearing part of the spectrum. This emission is still very blue for the nighttime environment, but is a significant improvement over the 4000K lighting because it reduces discomfort and disability glare. Because of different coatings, the energy efficiency of 3000K lighting is only three per cent less than 4000K, but the light is more pleasing to humans and has less of an impact on wildlife.

(link to full AMA report included here)

In 2017, the Canadian Association of Optometrists put out a statement:

...Most LED lights emit a cool white light that is brighter and more likely to create glare than traditional lighting. LED lights can also emit a large amount of blue light which is known to scatter in the atmosphere and make it harder for the human eye to focus. This glare may be especially debilitating for drivers and pedestrians with less than perfect vision.

As decision-makers consider the cost and the environmental impact of lighting solutions for streets and roadways, the Canadian Association of Optometrists recommends they should also attempt to choose lighting and lighting distribution that reduces light pollution and glare, and limits high energy blue light emissions.

(link included following)

There is emerging research on the safety and vision hazards that high-glare, high-contrast lighting creates for drivers, especially with regard to high-glare LED headlights. Disability glare is when a too-bright light temporarily blinds oncoming drivers or pedestrians. Bright LED lights also cause higher contrast between light and dark, making it harder for the eyes to adjust between the two. It follows that such conditions compromise rather than enhance safety. In cities or on campuses, this is a concern for anyone's safety outside at night, but particularly for women. In Mackenzie, while we don't typically have street crime, we don't want to invite it either.

Safe lighting is a matter of optimal, rather than maximal brightness. Against Hydro recommendations, the District did not hire a lighting consultant. I question what research the District conducted in making its choice for 4000K. And why it has been so evasive and defensive about this choice, which presents a genuine nuisance for certain properties in town.

Other questions: Why did the District withhold basic information about the street lighting program from residents and homeowners? Why did three of our seven council members vote to not even let residents know they could request a change if the new lights presented a problem?

I urge the District and Council to take more care to adopt best practices on matters that have a long term impact on the health, happiness and safety of the community. For the present, I ask Council to instruct Public Works to engage with residents who have made complaints about their lights, to research what other communities have done to mitigate light nuisance, and to implement a solution that works for everybody.

Sincerely,

Janice Nelson

Following: Links to articles and reports

LINKS: This is only a sample of the information available.

AMA Report (2016):

- <https://www.ama-assn.org/press-center/press-releases/ama-adopts-guidance-reduce-harm-high-intensity-street-lights>

Link to full report:

- <https://www.ama-assn.org/sites/ama-assn.org/files/corp/media-browser/public/about-ama/councils/Council%20Reports/council-on-science-public-health/a16-csaph2.pdf>

Canadian Optometrists Association statement (2017):

- https://opto.ca/sites/default/files/resources/documents/cao_position_statement_-_street_lighting_may_2017.pdf

Getting the balance right: 3000K v 4000K LED street lighting (IPWEA):

- <https://insite.ipwea.org/led-street-lighting-debate/>

Everything about 3000K LED streetlights

- <https://heperlighting.com/3000k-led-street-lights/>

LED Streetlights and neighborhood safety

- <https://www.eaton.com/sg/en-us/company/news-insights/lighting-resource/trends/led-streetlights-and-neighborhood-safety.html>

Village of Cumberland (pop. 3700). How they communicated with their residents:

- [BC Hydro LED Street Lighting Program to Begin in the Village – The Village of Cumberland](#)
- [Street Lights – The Village of Cumberland](#) (second page)

Town of Smithers. How they communicated with their residents:

- http://www.smithers.ca/uploads/TOS_BC_Hydro_LED_Streetlight_Change-Over_2021.pdf

Global News article:

- [LED street lights can damage eyes and cause sleep problems, health officials warn - National | Globalnews.ca](#)

RMO Today:

- <https://www.rmotoday.com/local-news/the-best-idea-isnt-always-the-brightest-idea-1573880>

From my research: Canadian communities that have so far installed 3000K lights for residential neighbourhoods:

Vancouver Victoria Nanaimo Mission Abbotsford Surrey Burnaby Coquitlam Cumberland Parksville Smithers Hudson's Hope Vernon Bella Coola	Toronto Montreal Calgary All of Alberta (Atco and Fortis) All of Saskatchewan (SaskPower) ... Cities and towns that have replaced their initial 4000K street lights with 3000K lights: Seattle Montreal Davis, CA <i>This list is incomplete as streetlight replacements are underway in many communities still.</i>
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Hi Mayor and Council,

On behalf of Girl Guides of Canada's British Columbia Council, I am writing to **ask for your support for girl empowerment in BC this February 22, by lighting up your building(s) with exterior lighting or interior window lights in the colour blue.** Blue is the well-known colour of Girl Guides and girls/women in BC have worn their blue Girl Guide uniforms with pride for many generations. Last year we had 85+ landmarks across the Province light up blue!

Every year on February 22, Girl Guides celebrate World Thinking Day, a day of international friendship. It is an opportunity to speak out on issues that affect girls and young women, celebrate the founding of Girl Guides, and be connected to the 10 million members around the world who are part of the Guiding movement.

Here in British Columbia, we have thousands of girls and women who are members of Girl Guides of Canada. We have Girl Guide programs in nearly every community in BC, and our girls/volunteers light up their communities year-round through leadership, community service, and efforts to create *a better world, by girls*. Girls typically participate in annual Thinking Day activities held on/around February 22. Due to the continuing effects of COVID-19, our usual large gatherings, campfire singalongs, community events, special camps, and other activities are impacted, and so this year will again look different than usual.

For Thinking Day 2022, we will be celebrating in a way that is COVID-friendly, keeps our communities safe, and brings a smile to the faces of girls, families, volunteers, and the public: [Guiding Lights Across British Columbia](#). This community initiative will light up outdoor landmarks, bridges, buildings, stadiums, and other illuminated locations, with blue lights, in celebration of the sisterhood of Guiding across BC and beyond, on February 22. A map of previous participating locations can be found at www.girlguides.ca/guidinglightsacrossbc

We will be mobilizing our members to admire these lit-up sites in ways that comply with COVID-19 rules (both from public health authorities and Girl Guides' own member safety protocols) in effect at that time, posting photos on social media, emailing our members with info about how to participate, and more. We are excited for this open-air opportunity that will enable everyone to safely celebrate.

Our Girl Guide members and broader network of supporters would be thrilled to have your landmarks lit up as part of Guiding Lights Across British Columbia, and to highlight your participation as part of this province-wide event. Please contact us at bc-prcomm@girlguides.ca to confirm your ability to participate in this February 22, 2022, activity.

Thank you for your support for Guiding in BC!

Isabella Lee (she/her) | BC Public Relations and Communications Adviser

BC Council, Girl Guides of Canada

bc-prcomm@girlguides.ca (cell) 778-677-6452

I respectfully acknowledge that I live and work within the ancestral, traditional, and unceded territory of the Songhees, Esquimalt, and WSÁNEĆ Nations.



Everything she wants to be.



January 4, 2022

Dear Colleagues,

Enclosed with this letter, please find your 2022 CivicInfo BC membership renewal notice.

2021 has been a year like no other, and our thoughts remain with all British Columbians who have been impacted by floods, landslides, heat events, and wildfires. We are also thinking of our health care workers, public health officials, and others who continue to fight the ongoing COVID-19 pandemic.

Although times are challenging, CivicInfo BC (www.civicinfo.bc.ca) continues to thrive as a truly a unique resource, offering a wide range of data and information services that support thousands of local government employees and local elected officials on a daily basis. Select highlights from the past year:

- CivicInfo BC hosts and maintains British Columbia's master local government directories, which are of critical importance to local governments, local government agencies, provincial ministries, emergency authorities, health authorities, and others.
- We're constantly updating our grants database, to help ensure local governments can access important funding opportunities.
- We've added hundreds of resources to our document library. Particularly noteworthy are the additions we've made to the "Joint Indigenous – Local Government Relations" database. By request, a new database of local government collective agreements is also available to members.
- We continue to conduct regular surveys, ensuring you have access to current data related to salaries, elected official remuneration, fees and charges, and more.
- We've published our 2022 legislative calendar, including the key dates related to the upcoming local general election.

Additional information can be found on the enclosed information sheet.

This year, we're also pleased to announce the launch of a new service that can save local governments a significant amount of money and time. CivicInfo BC is now a partner in the Canoe Procurement Group, a joint purchasing program offered through a partnership between major Canadian municipal associations in 10 provinces and territories. A guidebook has been included with this letter, and information about the programs our members can access be found at www.civicinfo.bc.ca/purchasing.

None of what we do would be possible without your continued support, and we encourage you to renew your membership quickly. If you have any questions at all, please contact our staff at 250-383-4898, or e-mail info@civicinfo.bc.ca. We look forward to serving you again in 2022.

Sincerely,

Megan Chorlton
President, CivicInfo BC Society

CIVICINFO BC BY THE NUMBERS

CivicInfo BC (www.civicinfo.bc.ca) belongs to our members; the local governments and related agencies in British Columbia. On a daily basis, thousands of people use us to find information that helps build stronger communities.

15,588,829
PAGE VIEWS

CivicInfo BC received over 15 million page views in 2021, the highest we've ever experienced. Growth can be attributed to an increase in job postings, as well as continued interest in our directories, bid and tender posting service, and grants database.

Every local government in British Columbia is a CivicInfo BC member.

100%
CIVICINFO BC
MEMBERSHIP

Our programs and services are available to all of BC's municipalities and regional districts. Through our Members Site, local governments actively contribute to site content on a daily basis.

We have over 9,000 email subscribers who receive our e-newsletters or email notifications.

9000
SUBSCRIBERS

Demand for career information remains especially strong, and subscribers are projected to exceed 10,000 by 2023.

With assistance from our members, we record more than 2,300 directory updates every year, ensuring a high level of accuracy.

DIRECTORY
PAGE VIEWS
2x GROWTH
TO 1.5M

CivicInfo BC's local government directories see more than 1,500,000 views per year. It remains the only service of its kind in British Columbia.

Local governments are now able to manage their bid postings through our Members Site.

547
BIDS &
TENDERS
POSTED

A typical RFP receives over 400 views.

In 2016, CivicInfo BC staff posted 4373 jobs. In 2021, we posted 7500+ jobs.

The BC Local Government Job Posting service is a partnership between CivicInfo BC and LGMA BC. We offer top-tier customer service at affordable rates.

7500+
JOBS POSTED

CivicInfo BC
203-4475 Viewmont Ave
Victoria BC V8Z 6L8
250-383-4898
www.civicinfo.bc.ca
GST Registration No.:
864403191RT0001



INVOICE

BILL TO
District of Mackenzie
District of Mackenzie
1 Mackenzie Blvd
Bag 340
Mackenzie, BC V0J 2C0

INVOICE # 2022-0073
DATE 01/01/2022
DUE DATE 31/01/2022
TERMS Net 30

DESCRIPTION	AMOUNT
Membership 2022	275.00
Rate 2022	
Minimum \$146	
First 5,000 0.074154775	
Next 10,000 0.052525168	
Next 15,000 0.033113693	
Remaining 0.006759535	
SUBTOTAL	275.00
GST @ 5%	13.75
TOTAL	288.75
BALANCE DUE	\$288.75



**REGIONAL DISTRICT
of Fraser-Fort George**

COM 1.1

Head Office:
155 George Street
Prince George, BC
V2L 1P8

Telephone:
(250) 960-4400
Long Distance
from within
the Regional District:
1-800-667-1959

Fax: (250) 563-7520

<http://www.rdffg.bc.ca>

Municipalities:

McBride
Mackenzie
Prince George
Valemount

Electoral Areas:

Chilako River-Nechako
Crooked River-Parsnip
Robson Valley-Canoe
Salmon River-Lakes
Tabor Lake-Stone Creek
Willow River-Upper Fraser
Woodpecker-Hixon

January 4, 2022

Mayor Joan Atkinson
District of Mackenzie
PO Bag 340
Mackenzie, BC V0J 2C0

Dear Mayor Atkinson:

RE: Appointment to the Mackenzie Wildfire Advisory Committee – 2022

On behalf of the Regional District Board of Directors, I am pleased to advise that you have been appointed to the Mackenzie Wildfire Advisory Committee for 2022.

May I take this opportunity, on behalf of the Regional Board, to wish the Mackenzie Wildfire Advisory Committee every success with its endeavors in 2022.

Yours truly,

Art Kaehn
Chairperson

:jg

RECEIVED
JAN 11 2022

DISTRICT OF
MACKENZIE

Upcoming Deadline for Groundwater Licensing

March 1, 2022 is the deadline to apply for a water licence if you started using groundwater from a well or dugout before March 1, 2016 for non-domestic uses like home businesses, irrigation, commercial, waterworks, or industrial use

Did you start using groundwater for non-domestic use before March 1, 2016?

YES: Apply online as an “existing user” before March 1, 2022

NO: Ignore this notice

Start your application and learn more at groundwater.gov.bc.ca



Need help applying?

Call FrontCounter BC at 1-877-855-3222 or email FrontCounterBC@gov.bc.ca

Upcoming Deadline for Groundwater Licensing

Using groundwater for your home?

- You do not need a water licence if you only use groundwater for domestic use
- Domestic use includes private household uses (e.g., cooking), fire prevention, private lawn and garden watering (up to 1,000 m² or ¼ acre), and watering household animals/poultry

Benefits of applying before March 1, 2022:

- Secure and protect your water rights from future development
- Recognize your historic water use
- Avoid a \$250+ application fee
- Enhance property value
- Be part of a fair system for managing water during scarcity
- Help strengthen water security in the face of climate change
- Help protect the environment, businesses, and livelihoods that depend on reliable access to water

What happens if I miss the deadline?

- You will be **unauthorized** and **must stop using the water**
- You must apply as a New User
- You will lose recognition of your historical water use
- New Users pay an application fee (min. \$250), may require costly studies, and could be refused a licence in water-stressed areas
- There may be fines for unlicensed water use

IGNORE THIS NOTICE IF:

You do not use groundwater, only use groundwater for domestic use, or have already applied



Free application assistance

Call FrontCounter BC at 1-877-855-3222 or email FrontCounterBC@gov.bc.ca

COUNCIL REPORT

To: Mayor and Council

From: Fire Department

Date: January 18, 2022

Subject: Construction Update for new Fire Hall

RECOMMENDATION:

THAT Council receives this report for information.

BACKGROUND:

Below is a synopsis provided by Field Lievers Architecture of the current and next stages of this project. Representatives from Field Lievers and Southwest Design & Construction Ltd. will be in attendance at the Council meeting on January 24, 2022 to present a progress report and answer questions from Council.

The contract for the build of the new Fire Hall and demolition of the existing Hall was awarded to Southwest Design & Construction Ltd. from Grande Prairie, Alberta, on September 15, 2020. A groundbreaking ceremony for the new build was held October 14, 2020. The contractor commenced construction on site immediately following the groundbreaking ceremony. Work continued from October 14, 2020, to December 4, 2020, at which time the project was put on hold due to weather and contractor delays.

Throughout the winter, the team continued to work on the planning of the project. Work recommenced in March 2021 and construction has been ongoing since.

Status of Project:

As of this week the following milestones have been achieved:

- The building structure is substantially complete with minor structural deficiencies being completed.
- The building metal cladding has begun and is 50% complete. Due to the time of year, brick work will be completed in the spring.
- The building windows are being put in and will be finished by the end of the month.
- Overhead doors have been installed.
- The building roofing has begun and should be complete within 2 weeks.

- Inside, electrical, and mechanical rough ins are 80% complete and drywall work will begin soon. Electrical and mechanical work will continue with lighting, plumbing fixtures, duct work, etc. into the month of February.

Upcoming building work is scheduled as follows:

- Exterior cladding, windows, man-doors, and roofing will be completed in February.
- Mechanical and electrical installation to be complete in March.
- Interior doors, hardware, millwork, and finishes will be completed in March.
- Spring deficiencies will include brick work, paving, concrete curbs, signage, landscaping, and the demolition of the old hall.

The building is expected to be substantially completed by the end of March 2022. The District will take occupancy the first week of April and move from the old hall to new hall. The old hall will come down April 2022. Spring deficiencies will start as early as weather will allow and will continue into June 2022.

Project Budget:

The District of Mackenzie has expensed the following amounts for the project as of December 31, 2021:

Category	Vendor	Expense to date
Design	Field Lievers Architecture	\$ 437,750
Project Management	Colliers Project Leaders	\$ 8,289
Geotechnical	GeoNorth	\$ 25,534
Survey	McElhanney	\$ 7,203
Construction Contract	Southwest Design & Construction	\$ 3,378,263
FF&E	Furniture and Fixtures	\$ 138,189
Construction Management Fee	JenCol Construction	\$ 27,590
Miscellaneous*	Various	\$ 170,846
Overall Budget Expense		\$ 4,193,664

*Miscellaneous expenses include: Hydro, legal, wages, benefits, minor contracting, and supplies.

Total Project Budget = \$6.5 million

Total Expenses To Date = \$4,193,664

Total Budget Remaining = \$2,306,336

COUNCIL PRIORITY:

Community and Social Development

- Our investment in the municipality's services and infrastructure, our commitment to principles of social equity and wellbeing, and our belief in the value of resident engagement, creates a healthy community in which everyone feels valued and enjoys a high quality of life.


Strong Governance and Finances

- As the municipality's elected governing body, we serve all residents and businesses in the community. We engage residents and stakeholders on important issues and make our decisions through open and transparent processes. We are careful in our use of resources, mindful of the need to maintain programs and services, while also meeting the community's infrastructure needs.

Respectfully Submitted,



Jamie Guise
Fire Chief



Approved for Submission to Council

COUNCIL REPORT

To: Mayor and Council
From: Administration
Date: January 18, 2022
Subject: Electronic Meetings Procedures – Session #1

RECOMMENDATION:

THAT Council provide feedback on the current Council Procedure Bylaw No. 1379.

BACKGROUND:

At the regular meeting of January 10, 2022, Council approved the review schedule for the bylaw which involved five review sessions (resolution #32257). The first session of the bylaw review is to consider the current bylaw and discuss with Council any further changes to the standard practices before proceeding to include the electronic meetings policy and procedures. Changes will influence how electronic meetings will be administered. Further, if there are any housekeeping edits or other amendments Council wishes to make, they can be identified now and incorporated with the final bylaw amendments as well.

Staff will provide a brief presentation of the current Council Procedure Bylaw No. 1379 and welcome feedback from Council on any changes to current practice. A copy of Bylaw No. 1379 and its amendments has been attached for Council's review.

COUNCIL PRIORITIES:

Strong Governance and Finances

- The residents of Mackenzie feel engaged and informed on major decisions, policies and initiatives taken by the District.

Respectfully Submitted,



Emily Kaehn
Director of Corporate Services



Approved for Submission to Council

DISTRICT OF MACKENZIE

BYLAW NO. 1379

COUNCIL PROCEDURE BYLAW

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DISTRICT OF MACKENZIE

BYLAW NO. 1379

COUNCIL PROCEDURE BYLAW

The Municipal Council of the District of Mackenzie enacts as follows:

PART 1 - INTRODUCTION

Title

1. This Bylaw may be cited as "Council Procedure Bylaw No.1379, 2018".
2. Bylaw No. 1254, 2010 cited as "Council Procedure Bylaw No. 1254, 2010" is hereby repealed.

Definitions

3. In this Bylaw,

"Committee" means a standing, select, or other committee of Council, but does not include COTW;

"Corporate Officer" means the Director of Corporate Services for the District;

"COTW" means the Committee of the Whole;

"Council" means the Council of the District of Mackenzie;

"District" means the District of Mackenzie;

"District Website" means the information resource found at an Internet address provided by the District;

"Mayor" means the Mayor of the District;

"Municipal Office" means the Municipal Office located at 1 Mackenzie Boulevard, Mackenzie, British Columbia;

"Public Notice Posting Places" means the notice board at the Municipal Office and the District Website;

"Select Committee" means a committee that is constituted to deal with matters referred to it by the Council, and composed of members appointed by Council, including at least one member of Council, in accordance with the provisions of section 142 of the *Community Charter*;

"Special Council Meeting" means a meeting of Council authorized by section 126 of the *Community Charter*, and includes both an open meeting and a meeting that is closed to the public;

“Standing Committee” means a committee that is established by the Mayor to deal with matters the Mayor considers would be better dealt with by committee, and composed of members appointed by the Mayor or the Council with at least half of the Standing Committee members being members of Council, in accordance with the provisions of section 141 of the *Community Charter*.

Application of Rules of Procedure

4. (1) The provisions of this bylaw govern the proceedings of Council, COTW and all committees, as applicable.
- (2) In cases not provided for under this bylaw, *Robert's Rules of Order Newly Revised*, 10th Edition apply to the proceedings of Council, COTW, and Council committees to the extent that those Rules are:
 - (a) applicable in the circumstances; and
 - (b) not inconsistent with provisions of this bylaw or the *Community Charter*, or the *Local Government Act*.

PART 2 - COUNCIL MEETINGS

Inaugural Meeting

5. (1) Following a general local election, the first Council meeting must be held on the first Monday in November in the year of the election.
- (2) If a quorum of Council members elected at the general local election has not taken office by the date of the meeting referred to in subsection (1), the first Council meeting must be called by the Corporate Officer and held as soon as reasonably possible after a quorum has taken office.

Time and Location of Meetings

6. (1) All Council meetings must take place within the Municipal Office except when Council resolves to hold meetings elsewhere.
- (2) Regular Council meetings must:
 - (a) be held on the second and fourth Monday of each month, except when such date is a statutory holiday, in which case the meeting must be held on the next day the Municipal Office is open which is not a statutory holiday; and
 - (b) begin at 7:15 pm;
- (3) Regular Council meetings may:
 - (a) be cancelled by Council, provided that two consecutive meetings are not cancelled; and

- (b) be postponed to a different day, time and place by the Mayor, provided the Corporate Officer is given at least two days written notice.

Notice of Council Meetings

- 7. (1) In accordance with section 127 of the *Community Charter*, Council must annually make available a schedule of the dates, times and places of regular Council meetings and give notice of the availability of the schedule in accordance with section 94 of the *Community Charter*.
- (2) Where revisions are necessary to the annual schedule of regular Council meetings, the Corporate Officer must, as soon as possible, post a notice at the Public Notice Posting Places which indicates any revisions to the date, time and place or cancellation of a regular Council meeting.

Notice of Special Meetings

- 8. (1) Except where notice of a special meeting is waived by unanimous vote of all Council members under section 127(4) of the *Community Charter*, a notice of the date, hour, and place of a special Council meeting must be given at least 24 hours before the time of meeting by:
 - (a) posting a copy of the notice at the Public Notice Posting Places; and
 - (b) leaving one copy of the notice for each Council member in the Council member's mailbox at the Municipal Office.
- (2) The notice under subsection (1) must describe in general terms the purpose of the meeting.

PART 3 - DESIGNATION OF MEMBER TO ACT IN PLACE OF MAYOR

- 9. (1) Annually, Council must from amongst its members designate a Councillor as the member responsible for acting in the place of the Mayor when the Mayor is absent or otherwise unable to act or when the office of the Mayor is vacant.
- (2) The Councillor designated under section 9(1) must fulfill the responsibilities of the Mayor in his or her absence.
- (3) If both the Mayor and the member designated under section 9(1) are absent from the Council meeting, the Council members present must choose a Councillor to preside at the Council meeting.
- (4) The member designated under section 9(1) or chosen under section 9(3) has the same powers and duties as the Mayor in relation to the applicable matter.

PART 4 - COUNCIL PROCEEDINGS

Community Charter Provisions

10. Matters pertaining to Council proceedings are governed by the *Community Charter* including those provisions found in Division 3 of Part 4 [*Open Meetings*] and Division 2 of Part 5 [*Council Proceedings*]. The relevant extracts from the *Community Charter* are appended to this bylaw for convenient reference.

Attendance of Public at Meetings

11. (1) Except where the provisions of section 90 of the *Community Charter* apply, all Council meetings must be open to the public.
- (2) Before closing a Council meeting or part of a Council meeting to the public, Council must pass a resolution in a public meeting in accordance with section 92 of the *Community Charter*.
- (3) This section applies to all meetings of the bodies referred to in section 93 of the *Community Charter*, including without limitation:
- (a) COTW;
 - (b) standing and select committees;
 - (c) parcel tax review panel;
 - (d) board of variance.
- (4) Despite section 10(1), the Mayor or the Councillor designated as the member responsible for acting in the place of the Mayor under section 9 may expel or exclude from a Council meeting a person in accordance with section 133 of the *Community Charter* and 19(11) of this bylaw, as applicable.

Minutes of Meetings to be Maintained and Available to the Public

12. (1) Minutes of the proceedings of Council must be:
- (a) legibly recorded;
 - (b) certified as correct by the Corporate Officer; and
 - (c) signed by the Mayor or other member presiding at the meeting or at the next meeting at which the minutes are adopted.
- (2) Subject to subsection 12(3), and in accordance with section 97(1)(b) of the *Community Charter*, minutes of the proceedings of Council must be open for public inspection at the Municipal Office during its regular office hours.
- (3) Subsection 12(2) does not apply to minutes of a Council meeting or that part of a Council meeting from which persons were excluded under section 90 of the *Community Charter*.

Calling Meeting to Order

13. (1) As soon as, after the time specified for a Council meeting, there is a quorum present, the Mayor, if present, must take the Chair and call the Council meeting to order, however, where the Mayor is absent, the Councillor designated as the member responsible for acting in the place of the Mayor in accordance with section 9 must take the Chair and call such meeting to order.
- (2) If a quorum of Council is present but the Mayor or the Councillor designated as the member responsible for acting in the place of the Mayor under section 9 do not attend within ten minutes of the scheduled time for a Council meeting:
 - (a) the Corporate Officer must call to order the members present; and
 - (b) the members present must choose a member to preside at the meeting.

Adjourning Meeting Where Quorum is not Present

14. If there is no quorum of Council present within 15 minutes of the scheduled time for a Council meeting, the Corporate Officer must
 - (1) record the names of the members present, and those absent; and
 - (2) adjourn the meeting until the next scheduled meeting.

Agenda

15. (1) Prior to each Council meeting, the Corporate Officer must prepare an agenda setting out all the items for consideration at that meeting, noting in short form a summary for each item on the agenda.
- (2) The deadline for submissions by the public to the Corporate Officer of items for inclusion on the Council meeting agenda must be 12:00 noon on the Wednesday prior to the meeting.
- (3) The Corporate Officer must make the agenda available to the members of Council and the public on the Friday afternoon prior to the meeting.

Order of Proceedings and Business

16. (1) The agenda for all regular Council meetings contains the following matters in the order in which they are listed below and all regular Council meetings must be conducted in accordance with the following provisions:
 - (a) Call to Order;

(b) Adoption of Minutes;

The minutes of previous meetings may be amended, but not debated or reflected upon, at the time they are considered for adoption.

(c) Introduction of Late Items;

Information pertaining to late items submitted by the public, staff or Council for possible consideration at any Council meeting must be distributed to the members at the commencement of the meeting.

Except items brought forward by Council members during New Business, an item not included on the agenda must not be considered at a Council meeting unless introduction of the late item is approved at the time allocated on the agenda for such matters by a majority vote of the members present.

(d) Adoption of Agenda;

The agenda will be adopted as presented, or adopted as amended should Council resolve to consider late items to be included on the agenda, by a majority vote of the members present.

(e) Petitions and Delegations;

(i) Council may allow an individual or a delegation to address Council at the meeting on the subject of an agenda item provided that a written request on the form prescribed by the Corporate Officer has been received by the Corporate Officer prior to 12:00 noon on the Wednesday prior to the meeting. The written request must include a summary of the topic which is the subject of the delegation and the specific action which is being sought from Council by the delegation.

(ii) Each address must be limited to 15 minutes unless a longer period is agreed to by unanimous vote of those members present.

(iii) Where notification has not been received by the Corporate Officer as prescribed in section 16(e)(i), an individual or delegation may address the meeting if approved by the unanimous vote of the members present.

(iv) Council must not permit a delegation to address a meeting of the Council regarding a bylaw in respect of which a public hearing has been held, where the public hearing is required under an enactment as a prerequisite to the adoption of the bylaw.

(v) The Corporate Officer may schedule delegations to another Council meeting or advisory body as deemed appropriate according to the subject matter of the delegation.

(vi) The Corporate Officer may refuse to place a delegation on the agenda if the issue is not considered to fall within the jurisdiction of Council. If the delegation wishes to appeal the Corporate Officer's decision, the information must be distributed under separate cover to Council for their consideration.

(f) Correspondence;

Each item of correspondence will be categorized into three designations:

(i) correspondence which requires action;

(ii) correspondence for consideration;

(iii) correspondence designated as general information.

Correspondence which requires action and correspondence for consideration will be copied and included in the agenda package. Correspondence designated as general information will be placed in the Centre Table file and the nature of the correspondence indicated on the agenda covering pages. Council may, by resolution, bring forward any correspondence for consideration or for general information.

(g) Administration Reports;

All reports from Directors/Managers and advisory bodies shall include a synopsis of the information relating to the item under consideration and a recommendation on that item.

(h) Council Reports;

Mayor and Council members may submit a verbal or written report of an informational nature.

(i) Unfinished Business;

Matters that have been previously considered by Council and that have not been resolved, such as tabled or postponed resolutions, will be brought forward at this time.

(j) New Business;

Council may make motions pertaining to non-contentious matters that do not consider substantive expenditures or require significant staff resources under the New Business portion of the meeting.

(k) Bylaws;

Part 5 of this bylaw establishes the manner in which bylaws are adopted.

(l) Notice of Motion;

Any Council member may give "notice of motion" respecting an item that may be of a contentious nature and will require time for the Council to consider or deliberate or will require substantive expenditures and significant staff resources. The member of Council must deliver a "Notice of Motion" in written form to the Corporate Officer no later than 12:00 noon on the Wednesday preceding the day the next regular meeting is scheduled.

A copy of the motion presented under Part 4, section 15(l) shall be distributed to each member of Council and shall appear in the minutes of the meeting as a "Notice of Motion". The Corporate Officer shall place the motion on the agenda of the next regular Council meeting or other future meeting designated by the member bringing forward the notice of motion for consideration.

(m) Coming Events;

(n) Inquiries;

The Mayor may provide time to answer inquiries from the media and members of the public, but such inquiries must be strictly limited to matters considered by the Council at that particular meeting. The Mayor may determine, at his or her discretion, when to conclude this portion of a meeting.

(o) Adjournment.

- (2) Particular business at a Council meeting must in all cases be taken up in the order in which it is listed on the agenda unless otherwise resolved by Council.

Voting at Meetings

17. (1) When debate on a matter is closed the Mayor must put the matter to a vote of Council members.
- (2) When the Council is ready to vote, the Mayor must put the matter to a vote by stating:
"Those in favour raise your hands" and then "Those opposed raise your hands".
- (3) The names of those Council members who vote against a question shall be entered upon the minutes whenever the vote is not unanimous.

- (4) A Council member present at the meeting at the time of the vote who does not raise his or her hand either in favour or in opposition of the matter is deemed to have voted in the affirmative.
- (5) If the votes of the Council members present at the meeting at the time of the vote are equal for and against a question, the question is defeated.
- (6) The Chair must declare the results of all votes.

Authority of Mayor

- 18. The Mayor at a Council meeting must preserve order and decide points of order that may arise, subject to an appeal under Section 132 of the *Community Charter*.

Rules of Conduct and Debate

- 19. (1) When any Council member wishes to speak in debate, he or she shall wait until no other Council member is speaking and address the presiding member.
- (2) Except as otherwise resolved by Council at a Council meeting, a Council member:
 - (a) may speak only to a matter being debated by the Council;
 - (b) may speak only twice to a matter, except in order to:
 - (i) explain a material part of his or her speech which may have been misunderstood; or
 - (ii) ask a question.
 - (c) may speak for no more than five minutes at a time, except that Council may resolve by a simple majority vote to permit a Council member to speak longer;
 - (d) may not speak to a matter already dealt with by the Council;
 - (e) may not speak when called to order by the Mayor;
 - (f) may not speak to a motion unless a motion has been moved and seconded;
 - (g) may only speak in a regular meeting of Council after the Council member has raised his or her hand and the Mayor has recognized the Council member.
- (3) If two or more Council members raise their hands at the same time, the Mayor must designate the order in which each is to speak.
- (4) If the Mayor wishes to speak in a regular meeting of Council, the Mayor or presiding member may do so.

- (5) If a Council member has raised his or her hand at the same time the Mayor begins to speak, the Mayor may speak first.
- (6) A Council member shall address the Mayor as "Your Worship", or "Mayor _____" and a Council member shall address a Council member by that Council member's surname preceded with "Councillor".
- (7) A Council member may address municipal staff through the Mayor to the Chief Administrative Officer who shall refer the matter to the appropriate staff representative if necessary.
- (8) At the time any ruling is made by the Mayor on a point of order, the Mayor shall inform the Council of the grounds upon which the point of order is decided.
- (9) Council members shall not:
 - (a) interrupt another Council member who is speaking except to raise a point of order or a question of privilege;
 - (b) make any noise or disturbance during the meeting;
 - (c) pass between the speaker and the Chair.
- (10) Council members speaking at a Council meeting:
 - (a) must use respectful language;
 - (b) must not use offensive gestures or signs;
 - (c) must adhere to the rules of procedure established under this bylaw and to the decisions of the presiding member and Council in connection with the rules and points of order.
- (11) If a member does not adhere to subsection (10) the Mayor may order the member to leave the member's seat, and
 - (a) if the member refuses to leave, the Mayor may cause the member to be removed by a peace officer, and
 - (b) if the member apologizes to Council, Council may, by resolution, allow the member to retake the member's seat.

Motions Generally

20. (1) Council may debate and vote on a motion only if it is first made by one Council member and then seconded by another.
- (2) After a motion has been made it shall be deemed to be in possession of the Council, but the motion may be withdrawn at any time before a decision or amendment is made by the mover of the motion provided that the mover has the consent of the seconder.

- (3) A motion that has been moved and seconded at a Council meeting, other than a withdrawn motion as provided for in subsection (2), must be recorded by the Corporate Officer in the minutes and be given a distinguishing number.
- (4) The name of the Council member moving the motion will be recorded in the minutes; however, the name of the Council member seconding the motion will not be recorded in the minutes.
- (5) A Council member may make only the following motions, when the Council is considering a question:
 - (a) to refer to committee;
 - (b) to amend;
 - (c) to lay on the table;
 - (d) to postpone indefinitely;
 - (e) to postpone to a certain time;
 - (f) to move the previous question.
- (6) A motion made under (5)(c) to (f) is not amendable or debatable.
- (7) Council must vote separately on each distinct part of a question that is under consideration at a Council meeting if requested by a Council member.

Motion to Commit

21. Further to subsection 20(5)(a), until it is decided, a motion made at a Council meeting to refer to a committee precludes an amendment of the main question.

Motion for the Main Question

22. In this section, “main question”, in relation to a matter, means the motion that first brings the matter before Council. The following rules apply to a motion to call the main question, or for the main question as amended:
 - (1) If a member of Council moves to put the main question, or the main question as amended, to a vote, that motion must be dealt with before any other amendments are made to the motion on the main question; and
 - (2) If the motion for the main question, or for the main question as amended, is decided in the negative, Council may again debate the main question, or proceed to other business.

Amendments Generally

23. (1) A Council member may, without notice, move to amend a motion that is being considered at a Council meeting.
- (2) An amendment may propose removing, substituting for, or adding to the words of an original motion.
- (3) A proposed amendment must be reproduced in writing by the mover if requested by the Mayor.
- (4) A proposed amendment must be decided or withdrawn before the motion being considered is put to a vote unless there is a call for the main question.
- (5) An amendment may be amended once only.
- (6) An amendment that has been negated by a vote of Council cannot be proposed again.
- (7) A Council member may propose an amendment to an adopted amendment.
- (8) The Mayor must put the main question and its amendments in the following order for the vote of Council:
 - (a) a motion to amend a motion amending the main question;
 - (b) a motion to amend the main question, or an amended motion amending the main question if the vote under subparagraph (a) is positive;
 - (c) the main question.

Privilege

24. (1) In this section, a matter of privilege refers to any of the following motions:
 - (a) fix the time to adjourn;
 - (b) adjourn;
 - (c) recess;
 - (d) raise a question of privilege of the Council;
 - (e) raise a question of privilege of a member of Council.
- (2) A matter of privilege must be immediately considered when it arises at a Council meeting.
- (3) For the purposes of subsection (2), a matter of privilege listed in subsection (1) has precedence over those matters listed after it.

PART 5 - BYLAWS

Copies of Proposed Bylaws to Council Members

25. A proposed bylaw may be introduced at a Council meeting only if a copy of it has been delivered to each Council member at least 24 hours before the Council meeting, or all Council members unanimously agree to waive this requirement.

Form of Bylaws

26. A bylaw introduced at a Council meeting must:
- (1) be printed;
 - (2) have a distinguishing name;
 - (3) have a distinguishing number;
 - (4) contain an introductory statement of purpose;
 - (5) be divided into sections.

Bylaws to be Considered Separately or Jointly

27. Council must consider a proposed bylaw at a Council meeting either:
- (1) separately when directed by the Mayor or requested by another Council member; or
 - (2) jointly with other proposed bylaws in the sequence determined by the Mayor.

Reading and Adopting Bylaws

28. (1) The Mayor of a Council meeting may:
- (a) have the Corporate Officer read a synopsis of each proposed bylaw or group of proposed bylaws; and then
 - (b) request a motion that the proposed bylaw or group of bylaws be read.
- (2) The readings of the bylaw may be given by stating its title and object.
- (3) A proposed bylaw may be debated and amended at any time during the first three readings unless prohibited by the *Community Charter*.
- (4) Each reading of a proposed bylaw must receive the affirmative vote of a majority of the Council members present.
- (5) In accordance with section 135 of the *Community Charter*, Council may give two or three readings to a proposed bylaw at the same Council meeting.

- (6) Despite section 135(3) of the *Community Charter*, and in accordance with sections 477(6) and 480 of the *Local Government Act*, Council may adopt a proposed official community plan or zoning bylaw at the same meeting at which the plan or bylaw passed third reading.

Bylaws Must be Signed

29. After a bylaw is adopted, and signed by the Corporate Officer and the presiding member of the Council meeting at which it was adopted, the Corporate Officer must have it placed in the District's records for safekeeping and endorse upon it:
 - (1) the dates of its readings and adoption;
 - (2) and the date of Ministerial approval or approval of the electorate if applicable.

PART 6 - COMMITTEE OF THE WHOLE

Going into Committee of the Whole (COTW)

30. (1) COTW meetings are scheduled for every fourth Monday of each month commencing at 7:00 pm.
 - (2) COTW meetings are meetings, other than Standing or Select Committee meetings, to which all members of Council are invited to consider but not to decide on matters of the District's business.

Notice for COTW Meetings

31. (1) At least 72 hours before a COTW meeting, the Corporate Officer will give public notice of the meeting by:
 - (a) posting a copy of the notice of the agenda covering page at the Public Notice Posting Places; and
 - (b) delivering a copy of the agenda to each Council member in the Council member's mailbox at the Municipal Office.

Minutes of COTW Meetings to be Maintained and Available to the Public

32. (1) Minutes of the proceedings of COTW must be:
 - (a) legibly recorded;
 - (b) certified by the Corporate Officer;
 - (c) signed by the member presiding at the meeting; and
 - (d) open for public inspection in accordance with section 97(1)(c) of the *Community Charter*.

Presiding Members at COTW Meetings and Quorum

33. (1) COTW meetings must be chaired by one Council member to be selected by Council from time to time on a rotating basis.
- (2) The quorum of COTW is the majority of Council members.

Points of Order at Meetings

34. The presiding member must preserve order at a COTW meeting and, subject to an appeal to other members present, decide points of order that may arise.

Conduct and Debate

35. The following rules apply to COTW meetings:
 - (1) a motion is not required to be seconded;
 - (2) a member may speak any number of times on the same question;
 - (3) a member must not speak longer than a total of five minutes on any one question.

Committee Recommendations

36. (1) The minutes of the COTW meeting must record all COTW recommendations.
- (2) The Corporate Officer must include COTW recommendations on the agenda for future Council meetings as directed by the COTW.

PART 7 - COMMITTEES

Duties of Standing Committees

37. The Mayor must establish Standing Committees for matters the Mayor considers would be better dealt with by committee and must appoint persons to those committees.
38. At least half of the members of a Standing Committee must be Council members.
39. Standing Committees must consider, inquire into, report, and make recommendations to Council about all of the following matters:
 - (a) matters that are related to the general subject indicated by the name of the Committee;
 - (b) matters that are assigned by Council;
 - (c) matters that are assigned by the Mayor.

Duties of Select Committees

40. Council may appoint a Select Committee to consider or inquire into any matter and to report its findings and opinions to Council.
41. At least one member of a Select Committee must be a Council member.
42. Select Committees must consider, inquire into, report and make recommendations to Council about the matters referred to the committee by the Council.

Holding of Committee Meetings

43. Every committee shall have a Chair, appointed by Council, to preside over its meetings.
44. After its first meeting is held, subsequent committee meetings will be held at the call of the Chair.
45. To the extent necessary, a committee may by resolution create its own rules of procedure, but the provisions of this bylaw prevail over any such rules of procedure to the extent of any conflict.

Notice of Committee meetings

46. (1) A notice of the date, hour, and place of a Committee meeting must be given at least 24 hours before the time of meeting by posting a copy of the notice at the Public Notice Posting Places.
- (2) The Chair of a Committee must cause a notice of the day, time and place of a meeting to be given to all members of the Committee at least 24 hours before the time of the meeting.

Attendance at Committee Meetings

47. Council members who are not members of a committee may attend the meetings of the committee.
48. A part or all of a committee meeting may be closed to the public if the subject matter being considered falls under Section 90 of the *Community Charter*.

Minutes of Committee Meetings to be Maintained and Available to the Public

49. Minutes of the proceedings of a committee must be:
 - (1) legibly recorded;
 - (2) certified by the Corporate Officer;
 - (3) signed by the Chair or member presiding at the meeting; and
 - (4) open for public inspection in accordance with section 97(1)(c) of the *Community Charter*.

50. Subsection 49(4) does not apply to minutes of a Council committee meeting or that part of a Council meeting from which persons were excluded under section 90 of the *Community Charter*.

Quorum

51. The quorum for a Committee is a majority of all of its members who are entitled to vote.

Conduct and Debate

52. (1) The rules of the Council procedure must be observed during committee meetings, so far as is possible and unless otherwise provided in this bylaw.
- (2) Council members attending a meeting of a committee, of which they are not a member, may participate in the discussion only with the permission of a majority of the committee members present.
- (3) A motion made at a meeting of a committee is not required to be seconded.

Voting at Meetings

53. Council members attending a meeting of a committee of which they are not a member must not vote on a question.

PART 8 - GENERAL

54. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.
55. This bylaw may not be amended or repealed and substituted unless Council first gives notice in accordance with section 94 of the *Community Charter*.

READ a first time this 11th day of December, 2017.

READ a second time this 11th day of December, 2017.

READ a third time this 11th day of December, 2017.

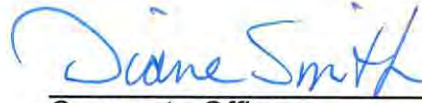
ADOPTED this 8th day of January, 2018.

I hereby certify the foregoing
to be a true and correct copy
of District of Mackenzie Bylaw
No. 1379 cited as "Council Procedure
Bylaw No. 1379, 2018".



Mayor

Corporate Officer



Corporate Officer

DISTRICT OF MACKENZIE

Bylaw No. 1426

A Bylaw to Amend Council Procedure Bylaw No. 1379, 2018

WHEREAS the District of Mackenzie deems it prudent and desirable to amend its Council Procedure Bylaw;

NOW THEREFORE BE IT RESOLVED that the Council of the District of Mackenzie in open meeting assembled **HEREBY ENACTS** as follows:

1. That Bylaw No. 1379 cited as "Council Procedure Bylaw No. 1379, 2018" and any subsequent amendments are hereby amended as follows:
 - A. By amending the text of Part 3, Section 9 (1) to state "Annually, in October, Council must amongst its members, designate interested Councillors to serve on a quarterly rotating basis starting in November, as the member responsible for acting in the place of the Mayor when the Mayor is absent or otherwise unable to act or when the Office of the Mayor is vacant."
2. This bylaw may be cited for all purposes as "Council Procedure Amendment Bylaw No. 1426, 2019."

READ a first time this _____ day of _____, 2019.

READ a second time this _____ day of _____, 2019.

READ a third time this _____ day of _____, 2019.

ADOPTED this _____ day of _____, 2019.

I hereby certify the foregoing
to be a true and correct copy
of District of Mackenzie Bylaw
No. 1426 cited as "Council Procedure
Amendment Bylaw No. 1426, 2019".

Mayor

Corporate Officer

Corporate Officer

DISTRICT OF MACKENZIE

Bylaw No. 1451

A bylaw to amend Council Procedure Bylaw No. 1379, 2018

WHEREAS the Council of the District of Mackenzie deems it prudent and desirable to amend its Council Procedure Bylaw;

NOW THEREFORE BE IT RESOLVED that the Council of the District of Mackenzie in open meeting assembled, **HEREBY ENACTS** as follows:

1. That Bylaw No. 1379 cited as "Council Procedure Bylaw No. 1379, 2018" is hereby amended as follows:

A. By deleting the current text in Part 4 Section 15 (2) and replacing it with the following:

"The deadline for submissions by the public to the Corporate Officer of items for inclusion on the Council meeting agenda must be 12:00 noon on the Tuesday prior to the meeting."

B. By deleting the current text in Part 4 Section 15 (3) and replacing it with the following:

"The Corporate Officer must make the agenda available to the members of the Council and the public on the Thursday afternoon prior to the meeting."

C. By deleting the current text in Section 16 (1) (e) (i) "Petitions and Delegations" and replacing it with the following:

"Council may allow an individual or a delegation to address Council at the meeting on the subject of an agenda item provided that a written request on the form prescribed by the Corporate Officer has been received by the Corporate Officer prior to 12:00 noon on the Tuesday prior to the meeting. The written request must include a summary of the topic which is the subject of the delegation and the specific action which is being sought from Council by the delegation."

D. That section 16 (1) (e) (iv) be deleted in its entirety.

E. By deleting the first paragraph of Section 16 (1) (l) "Notice of Motion" and replacing it with the following:

"Any Council member may give "notice of motion" respecting an item that may be of a contentious nature and will require time for the Council to consider or deliberate or will require substantive expenditures and significant staff resources. The member of Council must deliver a "Notice of Motion" in written form to the Corporate Officer no later than 12:00 noon on the Tuesday preceding the day of the next regular meeting is scheduled."

- F. By adding the following to Part 4 Section 16 (1), and renumbering the subsequent sections accordingly:

"e) Public Comment and Questions;

Council may allow up to 20 minutes during this time to answer inquiries from the media and members of the public, but such comments and questions must be strictly limited to matters considered by the Council at that particular meeting. This portion of the agenda may be extended only by unanimous vote of Council."

- G. By adding the following new sections immediately after Part 4 Section 16, and renumbering the subsequent sections accordingly:

"PUBLIC COMMENT AND QUESTIONS INQUIRIES RULES AND PROCEDURES

17. (1) The following rules and procedures apply during both the "Public Comment and Questions" as well as "Inquiries" portions of the regular meetings of Council, unless otherwise stated:

- (a) When recognized by the presiding member, and only after giving their name and address for the record, persons from the audience may address Council on a matter related to the agenda;
- (b) When speaking during the "Public Comment and Questions" and "Inquiries" segments of the agenda, a person must:
 - (i) Address their remarks to the presiding member,
 - (ii) Use respectful language;
 - (iii) Not use offensive gestures or signs; and
 - (iv) Only address current agenda items
- (c) The "Public Comment and Questions" section shall be limited to twenty (20) minutes, unless extended by way of a resolution adopted by a unanimous vote of the Council members present;
- (d) The Mayor may determine, at his or her discretion, when to conclude the "Inquiries" portion of a meeting;

- (e) Each address must be limited to 2 minutes unless a longer period is agreed to by unanimous vote of those members present;
- (f) At the discretion of Council, audience members may address Council more than once, but only after all other audience members who wish to speak have had their opportunity;
- (g) A summary of questions asked, and input received, including the name of the individual, will be included in the recorded minutes."

LIMITATIONS OF PUBLIC COMMENT AND QUESTIONS, INQUIRIES, AND PETITION AND DELEGATIONS

18. (1) Council must not permit a member of the audience during "Public Comment and Questions", "Inquiries", or as a "Petition and Delegation" to address Council regarding:
- (a) A bylaw in respect of which a public hearing has been scheduled or held, where the public hearing is required under an enactment as a pre-requisite to the adoption of the bylaw;
 - (b) Matters on which the District has commenced prosecution and on which judgment has not been rendered;
 - (c) Matters relating to a claim or potential claim against the District, against a member of Council, or against an officer or employee of the District;
 - (d) Business license hearings conducted in accordance with Part 20 of the Local Government Act;
 - (e) Reconsideration of remedial action requirement hearing under Section 78 of the Community Charter;
 - (f) A dispute between third parties not falling within the jurisdiction of Council;
 - (g) The promotion of commercial products or services, or services for the District;
 - (h) Publicly tendered contracts or proposal calls for the provision of goods or services for the District between the time that such contract or proposal call has been authorized and the time such contract or proposal call has been awarded, either by Council or District staff."

2) This bylaw may be cited for all purposes as "Council Procedure Amendment Bylaw No. 1451, 2020."

READ a first time this 23rd day of November, 2020.

READ a second time this 23rd day of November, 2020.

READ a third time this 23rd day of November, 2020.

ADOPTED this 14th day of December, 2020.

I hereby certify the foregoing
to be a true and correct copy of
District of Mackenzie Bylaw
No. 1451 cited as "Council Procedure
Amendment Bylaw No. 1451, 2020".

Mayor

Corporate Officer

Corporate Officer

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: January 17, 2022

Subject: DOM-21-17 - Audio Visual Project – Contract Award

RECOMMENDATION:

THAT Council awards the DOM-21-17 Audio Visual Project which includes improvements to audio visual technology in Mackenzie Council Chambers, Committee Room, and the Mackenzie Recreation Centre Community Hall, to Matrix Video Communications Corp. in the amount of up to \$210,084.66 plus GST;

AND THAT the Chief Administrative Officer be authorized to execute the contract and any related additional documentation.

BACKGROUND:

At the Regular Meeting of September 13, 2021, Council awarded Audio Visual Design and Project Management services contract to MC² System Design Group to assist staff in determining an appropriate audio-visual design for the upgrades to Council Chambers, District Committee Room, and the Mackenzie Recreation Centre Community Hall. The contract also included assistance with the selection of a supplier through a public procurement process, contract development, and to oversee the project installation through to close-out (Resolution #32119).

The project has been broken into the following phases:

Phase	Status
Current System Assessment	Complete
Desired Design Development	Complete
Contract Document Development	Complete
Request for Proposals	Final Stages
Contract Administration	Next Phase after Contract Award
Commissioning and Closeout	June/July 2022

SYSTEM DESIGN

Following contract award in September, Administration worked with MC² System Design Group to finalize the specifications of the project along with Request for Proposal documents for soliciting cost estimates from suppliers. The following outlines the key goals of the project and changes expected for each facility following installation of the new system. A copy of the concept drawings for each room have been included in Centre Table File for further reference.

Council Chambers

The District uses the Council Chambers space for council meetings, committee meetings, public forums, and other events. This space is also, in the event of an emergency, one of the identified locations for the District Emergency Operations Centre. This upgrade project is intended to replace the existing system which is inadequate for the needs of council with new updated features and functions such as integrated software-based video conferencing with remote delegations, remote council, and live stream audiences.

- Audio
 - o The overall intention of the audio system is to provide clean and clear audio within the room, and to the gallery and lobby.
 - o A voice re-enforcement system is intended to facilitate conversation between participants without massively amplifying the sound in the room.
 - o When the Mayor, Councillor, staff, or presenter is speaking, everyone in the room should hear them speaking clearly, without echo or hollowness, and at the same volume level as all the other participants in the room.
 - o This type of system will implement loudspeakers on each side of the room above and behind the council desks and gallery. The loudspeakers on each side will amplify the opposite side of the room as well as the presenters and provide voice-lift allowing easy conversation within the room.
 - o Remote participants and presentation audio will be mixed separately and be played from all the loudspeakers.
 - o The existing ceiling speakers will be replaced in the lobby and will be a separate zone.

- Microphones
 - o At each of the nine individual desks, a new microphone will be provided for each participant. At the presenters table and pair of staff tables, a single microphone will be installed for two participants.
 - o New microphones will have a wide pickup pattern to allow for multiple people at the same location to use the microphone, and their new design will prevent the feedback experienced with the current system with the mics being so close together.

- Digital Signal Processing
 - o At the heart of the audio system is a Digital Signal Processor (DSP). This device is responsible for the management of all the audio signals in the room.
 - o It will provide the analog/digital conversions required as well as the processing, mixing, and controls including Echo cancellation, equalization, volume control, delay, and automatic microphone mixing, to fully integrate the sound system in the room with remote participants, committee room overflow and telephone interfaces.
 - o This DSP provides the interface to telephone services.
 - o The DSP also provides a USB connection to the computer that connects to the software-based video conferencing solution.

- Video
 - o The current main video displays are not sized appropriately for Mayor, Council, and staff to view properly and will be improved by the installation of desktop video displays.
 - o The wall TVs will be repositioned to provide video viewing from the gallery-only
 - o This will allow these displays to show software conferencing participants, digital agendas, and presentations.
 - o To facilitate video images for the remote participants, a pair of pan-tilt-zoom cameras are required. These cameras will be automatically switched based on the open microphones and voice activation.
 - o One camera will be positioned roughly above the presenter's desk to provide camera images of the Mayor, Council and senior staff.
 - o The second camera will be positioned above the Mayor to provide camera images of the presenter and gallery.
 - o At the two senior staff tables at the front of the room, as well as at the presenters table and one of the staff desks, there will be HDMI inputs for presenting multimedia content to council. The inputs at the two tables at the front of the room are intended for use in the administration of the meeting, providing digital agenda and managed presentations.
 - o At the presenters table an HDMI input will be provided for participants to present to council.
 - o At one of the rear staff tables, an HDMI input will be installed. This input is intended for a computer to host software video conferencing for meetings managed by a member of the Corporate Services staff.

- Software-based Conferencing
 - o The audiovisual system to allow for the integration of MS Teams, Zoom, or other software-based video conferencing solutions.

- Management Touchpanel
 - o The main control of the system will be from a medium sized touch panel that can connect to network ports at the front or rear staff tables.
 - o This panel will control all of the audio, video, and camera controls. This user interface can also be used as a webpage on an authenticated computer. This will allow a staff support person outside the room to support the meeting. This is intended primarily for a Corporate Services staff member supporting remote participants as a software-conferencing administrator.

- Privacy Controls
 - o On its main page, the system will have a series of privacy controls.
 - o The most restrictive privacy control is 'Press Off' which limits audio and video to the council side of the chambers only. All audio and video feeds to outside the council chambers are disconnected and muted. This includes press feeds, gallery speakers, foyer speakers, streaming encoders, and gallery facing main displays.

- Cable Pathways
 - o The existing council desks do not have any electrical, data, or low voltage pathways to accommodate new wired technologies.
 - o As there is a requirement for at desk video, there is a requirement for cable pathways and power to be extended to the desks.

- Existing Equipment
 - o The majority of the existing audio-visual infrastructure in Council Chambers will be replaced. In discussion with the Fire Chief and Deputy Fire Chief, the existing audio-visual equipment will not become obsolete and will be able to be repurposed as part of the New Fire Hall build.

Committee Room

The Committee Room is a space adjacent to the Council Chambers and is used as a meeting space for committee meetings, general meetings, training, conferencing, and as an alternate location for the Emergency Operations Centre. This space also requires integrated software-based video conferencing. To accomplish these features, the core audiovisual technologies will require replacement.

- Audio
 - o This system includes a ceiling mounted microphone, new ceiling loudspeakers, a small form-factor Digital Signal Processor, and an amplifier.
 - o The audio will be encoded for USB and extended to the table for connection to a conferencing laptop.
 - o Traditional telephone conferencing will still be available with this set-up

- Video
 - o The existing main video display and mount will be re-used. The current display is mounted too high for optimal viewing angles, and will need to be lowered to an appropriate height.
 - o A single HDMI and USB connection will be extended to the table from the display. This will allow for software-based video conferences in the room.

- Camera
 - o There will be HD Pan-Tilt-Zoom USB camera installed above the TV that will connect to the user's laptops for soft-conferencing applications such as Skype for Business, MS Teams, GoToMeeting, etc. installed above the display.
 - o The PTZ camera included in this budget is a 10X optical zoom camera and can only be used with USB connections.
 - o It cannot be displayed on the room's TV's directly. Control of the camera will be with the supplied remote control.

Mackenzie Recreation Centre – Community Hall

The audiovisual upgrade is intended to allow for secondary location for Council meetings as well as for community meetings and convention applications. During the initial assessment of the space, the addition of video projection as well as upgraded sound systems were identified as key project requirements. The District has chosen a fully integrated audiovisual system design that allows all three projection systems to share content and show the same image or operate independently and each show individual images. This allows for the projection screens to be used together in a single event when the rooms are combined or separately when the space is divided.

- Projection Screens
 - o Each of the three rooms will be equipped with a video projector and projection screen.
 - o The proposed new loudspeakers would be mounted adjacent to the projection screen to allow for the audio and video to be associated together. When combining rooms, having the audio come from the same wall will allow for time alignment in a logical way that will sound natural to people listening to the presentations.
 - o Based on the viewing angle and distances we recommend a 159" diagonal screen. (78" high x 139" wide) for general viewing purposes. This includes videos, PowerPoint and other viewing applications that do not require detailed viewing of small text or numbers.
 - o This projection screen would allow detailed viewing for the half of the room closest to the screen.

- Projector
 - o Based on the selected size of the projection screen, the room usage and estimated ambient light we recommend an 8500 lumen projector. This projector will be mounted to the wall opposite the projector and will require a protective cage. We also recommend that a laser projector be used. Laser projectors have an initial upfront higher cost, but are less expensive in the long-term as there are no required lamp replacements or maintenance requirements for the 20,000 hour life of the projector. For the purposes of this budget, we used a 9000 lumen Sony Laser Projector.

- Audio System
 - o To allow for the mixing of video presentation with the microphone audio in the room a digital signal processor (DSP) will be required.
 - o This is a single device that can be shared between the rooms and will allow for connection to the existing building audio system for paging and background music.
 - o In each room there will be an audio input plate that will have a microphone input, HDMI input and a connection for a 3.5mm audio device.

- Loudspeakers
 - o A single column loudspeaker will be mounted adjacent to the projection screen providing quality audio for video presentations and voice reinforcement. These loudspeakers will be powered from an amplifier in the equipment rack.

- User Interfaces
 - o A button panel will be installed in each room that will allow selection of video sources, control the projector and enable room combining.
 - o The four 'source' buttons will be for the three rooms and an unlock button that makes the video input in that room available to the other rooms. By default, at start-up, the room will be locked to the same room only.

- Equipment Racks
 - o The pricing of all of the above options is based on re-using the equipment rack near the front counter of the Recreation Centre. All new equipment will have cabling returned to this space.

- Cameras
 - o Initially, the project did not include the inclusion of video recording / live streaming capability in the space, however, with recent public engagement sessions and the potential of the space being utilized as a secondary Council Chambers, staff have asked MC2 for an additional estimate for this integration.

Further Assessment and Design Detail:

A copy of the initial facility assessments, technology proposals, and the cost estimates, as well as the capital budget request package have been included in the Centre Table File for further detail.

PROPNENT SELECTION

Administration solicited proposals for the supply in installation of the new equipment by publishing a Request for Proposal between December 15, 2021 and January 14, 2022. Three qualifying proposals were received. Proposals were evaluated on the following criteria:

Evaluation Criteria	Weight
Company, staff, subcontractor’s experience	10%
Ability to meet required specifications	30%
Work plan and schedule	5%
Value added	5%
Budget	50%

The District has further discretion when considering bids, such as past performance with the District or contractors and reference checking. The District is also not required to choose the lowest cost proposal. Lastly, if none of the proposals satisfy the District’s requirements, the District is not obligated to proceed with the contract. The three proposals received were scored as follows:

Proponent	Proposal Score	Highest Possible Score
AVI SPL Canada Ltd.	425.50	550
Evolution AV	490.50	550
Matrix Video Communications Corp.	505	550

Following evaluation, the successful proponent recommended for contract award is Matrix Video Communications Corp. at the contract value of up to \$210,084.66 plus GST.

Copies of the proposals and final evaluation scorecards have been made available for Council’s review in the Centre Table File.

BUDGETARY IMPACT OF RECOMMENDATION:

The original cost estimate developed and included in the District’s 2022 Capital Budget was \$340,875 which included a 5% contingency. The project is 100% grant funded through surplus funds from the COVID-19 Safe Restart Grants for Local Government that have not been utilized.

Staff will continue to look for further grant funding to off-set costs of the project, as to not fully allocate the COVID-19 Safe Restart Grant funds to this project alone.

COUNCIL PRIORITY:

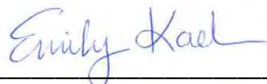
Community and Social Development

- Our investment in the municipality's services and infrastructure, our commitment to principles of social equity and well-being, and our belief in the value of resident engagement, creates a healthy community in which everyone feels valued and enjoys a high quality of life.

Strong Governance and Finances

- As the municipality's elected governing body, we serve all residents and businesses in the community. We engage residents and stakeholders on important issues and make our decisions through open and transparent processes. We are careful in our use of resources, mindful of the need to maintain programs and services, while also meeting the community's infrastructure needs.


Respectfully Submitted,



Emily Kaehn
Director of Corporate Services



Kerri Borne
Chief Financial Officer



Approved for Submission to Council

COUNCIL REPORT

To: Mayor and Council
From: Administration
Date: January 17, 2022
Subject: 2022 Visitor Services Agreement

RECOMMENDATION:

THAT Council approves the 2022 Visitor Services Agreement with the Mackenzie Chamber of Commerce;

AND THAT Council authorizes a \$20,000 contribution towards the service agreement;

AND THAT the Chief Administrative Officer be authorized to execute the agreement and any related documentation.

BACKGROUND:

Visitor Services agreements between the District and the Mackenzie Chamber of Commerce goes back more than twenty years. In 2021, a new visitor services agreement and reporting structure was created to provide a clear and modernized intention for visitor services in the area. The Mackenzie Chamber of Commerce and Administration have reviewed the 2021 agreement and are presenting a renewal of the terms for the 2022 season.

Last season, despite COVID-19, the Caboose Visitor Centre saw 7,567 visitors from May – September.

Additionally, in 2021, Destination BC officially recognized the Mackenzie Chamber of Commerce as an in-town satellite Visitor Centre, allowing the standard road wayfinding and building signage to be installed, official statistics to be collected throughout the year, and the new site to be included on Destination BC visitor centre maps throughout BC.

BUDGETARY IMPACT OF RECOMMENDATION:

In 2021, the District provided \$30,000 in operational funding towards the Visitor Services Agreement. Destination BC contributed an additional \$10,000, bringing total funding available to operate the Caboose Visitor Centre to \$40,000. Due to the District's loss of major industrial tax revenue, staff and representatives of the Mackenzie Chamber of Commerce discussed

possible reductions in funding and how that would affect service levels and the ability to meet Destination BC contract obligations.

Following the 2021 season, the Mackenzie Chamber of Commerce provided an annual report outlining their activities, income, and expenditures over the course of the summer. Their total expenses were approximately \$32,000. As a result, staff and the Mackenzie Chamber of Commerce have determined a total contract reduction to \$35,000 for 2022 would still allow typical service levels and Destination BC obligations to be met.

Additionally, because of the challenging tourist seasons in 2020 and 2021, Destination BC has indicated it will be providing an increased operational grant. Funding is expected to increase from \$10,000 to \$15,000 for the 2022 season.

Total funding for the service agreement would be allocated as follows:

District of Mackenzie - \$20,000
Destination BC - \$15,000
TOTAL: \$35,000

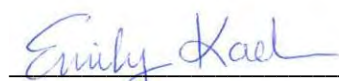
The District's contribution towards the Visitor Services Agreement would decrease from \$30,000 to \$20,000 for the 2022 season. The District would continue to be responsible for the grounds and facilities maintenance at the property as well.

COUNCIL PRIORITY:

Economic Vitality

- Proceed with implementation of the District of Mackenzie Community Economic Development Plan (2021-2026) and the District of Mackenzie Five-Year Tourism Plan (2021-2026) and the related development of Mackenzie's destination brand.

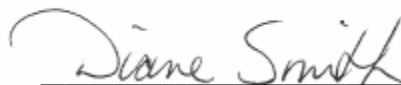
Respectfully Submitted,



Emily Kaehn
Director of Corporate Services



Kerri Borne
Chief Financial Officer



Approved for Submission to Council

**November 2, 2021
For Immediate Release**

**DESTINATION BC RENEWS FUNDING FOR OVER 100 COMMUNITY VISITOR CENTRES,
ENSURING TRAVELERS HAVE ACCESS TO ACCURATE AND TIMELY INFORMATION**

Vancouver, BC – Destination BC is supporting the valuable contribution of BC’s network of community-based Visitor Centres, by renewing its three-year commitment to base funding throughout the province. In addition, Destination BC is increasing the minimum level of base funding to \$15,000, for those currently receiving \$10,000 to \$12,500 per year.

There are 129 community-owned Visitor Centres throughout British Columbia that are members of Destination BC’s Visitor Services Network Program. They each play a pivotal role in providing accurate and timely travel information to those looking to explore communities, locate accommodation, visit attractions, and participate in tourism activities in British Columbia. In a typical year, community Visitor Centres, collectively serve over 2.9 million visitors at their physical locations, over the phone, and via email and other digital channels.

In 2020, despite the impacts of COVID-19 on tourism and Visitor Centre operations, the professional visitor services teams in communities across BC still served almost one million visitors in person and via digital channels. In 2021, Visitor Centres are on track to exceed 2020 visitation numbers.

Over the course of the COVID-19 pandemic, community Visitor Centres were instrumental in communicating Provincial Health Orders and health and safety protocols, supporting local businesses, and boosting local economies. During recent wildfire activity, community Visitor Centres supported evacuees and travellers by sharing on-the-ground safety and travel information.

This three-year commitment will support long-term business planning, increase stability, encourage innovation, and provide for the increasing hard costs of providing visitor services in communities across BC. In 2021/22, \$2.105 million has been allocated to this vital tourism support program through the Province of BC.

Quotes:

Honourable Melanie Mark, Minister of Tourism, Arts, Culture & Sports

“It is crucial for the health of BC’s tourism industry to ensure we are welcoming visitors back to all corners of our province and supporting them on their adventures. Providing excellent visitor services is one of the many ways we do this, and I am delighted with Destination BC’s ongoing support of the Visitor Services Network. This funding commitment gives communities the resources they need to develop and deliver world-class visitor services in person and digitally, too.”

Richard Porges, President & CEO, Destination BC

“Destination BC continues to support communities through our Visitor Services Network Program, to help make exploring British Columbia enjoyable and easy. The renewal of our three-year funding commitment, and increase in the minimum amount, will ensure that information is readily available when and where visitors need it, from local, knowledgeable tourism professionals in communities

across the province. The yearly funding will support the creation of contemporary and innovative ways to connect with travellers online, and out and about in communities, providing the same level of exceptional service that people experience in BC's Visitor Centres."

About Destination BC:

Destination British Columbia (Destination BC) is a Provincially funded, industry-led Crown corporation that supports a strong and competitive future for BC's tourism industry through a combination of global marketing, destination development, industry learning, cooperative community-based programs, and visitor servicing. Destination BC's programs help to improve the visitor experience, support businesses and communities across the province, and strengthen BC's worldwide reputation as a destination of choice. For more information about Destination BC's programs and services, please visit:

<http://www.DestinationBC.ca/>

For additional information, please contact:

Destination BC Media Relations

Email: Media.Relations@DestinationBC.ca



AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this _____ day of _____, 2022.

BETWEEN:

DISTRICT OF MACKENZIE

Bag 340
1 Mackenzie Boulevard
Mackenzie, BC V0J 2C0

(the "**District**")

OF THE FIRST PART

AND:

Mackenzie Chamber of Commerce

P.O. Box 880
#11-600 Mackenzie Blvd
Mackenzie BC, V0J 2C0

(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

- A. The District has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the District on the terms and conditions set out in this Agreement and the facility expectations set out in Schedule "A" to this Agreement.
- B. The intent of this Agreement and the funding commitment herein are specifically for supporting the operations of the Contractor and no other activities within the District.

NOW THEREFORE the District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the District to the Contractor agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) **"Services"** means the services to be provided by the Contractor, as described in Schedule "A" to this Agreement.
- (b) **"Chamber"** means Mackenzie Chamber of Commerce

2.0 TERM

2.1 The term of this Agreement is for the period commencing February 1, 2022 and terminating on December 31, 2022 (the **"Term"**), subject to earlier termination as provided in section 7 of this Agreement.

2.2 Upon expiry of the term, the District's Corporate Services Department will conduct another information request and review of information in accordance with the guideline and criteria approved by the District and provide recommendations for amendments and renewal of the Agreement to the District. Upon agreement by both parties in writing, this Agreement may remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal.

2.3 The District's Corporate Services Department will review this Agreement three (3) months prior to expiration.

3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

3.1 The Contractor must:

- (a) provide the District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) obtain and maintain in force throughout the Term the insurance required under Schedule "B" to this Agreement;

- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (g) provide satisfactory proof of the Contractor's WorkSafe BC coverage upon request by the District;
- (h) not commit or purport to commit the District to the payment of any money to any person, firm or corporation, without the District's prior written consent;
- (i) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the District or its authorized representatives upon request;
- (j) provide the Services in compliance with all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (k) follow all Destination BC visitor centre operation protocols and funding requirements, and entering and reporting on all associated Destination BC data collection and annual reporting;
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the District under this Agreement.
- (m) acknowledge the District and Destination BC as a funding source in its advertisements and promotional materials for the duration of this Agreement; and
- (n) following the issuance of funds, submit an annual activity report to the District by **October 31st** of each year and provide an in-person presentation to Council in November or December of each year of the Agreement, highlighting accomplishments, goals and objectives, benefits provided to the community and a financial statement outlining how the District's funding was utilized.

4.0 DISTRICT RESPONSIBILITIES & CABOOSE FACILITIES EXPECTATIONS

- 4.1 The Caboose Visitor Information Centre, owned by the District, is the main Visitor Information Centre during the summer months. Daily and as needed sweeping/mopping of the floors, emptying of garbage and general cleaning, and tidying of the Caboose, the grounds around the Caboose and public washroom facilities is the responsibility of Mackenzie Chamber of Commerce.

- 4.2 The District will handle general maintenance of the Caboose Visitor Information Centre grounds, outdoor empty garbage bins, and overview public washroom facilities. The District will conduct any repairs required at the facility.
- 4.3 The Chamber will be provided sets of keys to the Caboose Visitor Information Centre that they are the tenant of. Distribution of these keys will be the responsibility of the Chamber for its staff or other members that require afterhours access. Security of these keys is the responsibility of the Chamber.
- 4.4 It is the responsibility of the Chamber to ensure the Caboose Visitor Information Centre is locked at the end of daily operations and any afterhours meetings.
- 4.5 The District will be responsible for the annual seasonal opening of the facility in the spring and shutdown of the facility and grounds in the Fall.

5.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES

- 5.1 The Contractor represents and warrants to the District that:
- (a) if the Contractor is a not-for-profit society, it is duly organized, validly existing and legally entitled to carry on activities in British Columbia and is in good standing with respect to its registration with the Province of British Columbia and filings of annual reports in accordance with the *BC Societies Act*;
 - (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

6.0 FEES AND EXPENSES

- 6.1 In consideration for the provision of the Services, the District shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this Agreement.
- 6.2 Unless stated otherwise in this Agreement, all sums of money are in Canadian Dollars.

7.0 INDEMNIFICATION

- 7.1 The Contractor shall release, indemnify, and keep indemnified the District, its elected officials, officers, employees, agents and contractors of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or contractors, in the performance of the Services.

8.0 TERMINATION

- 8.1 The District or the Contractor may terminate this Agreement, without cause, at any time by giving not less than thirty days (30) written notice to the Contractor.
- 8.2 If the Contractor is in default in the performance of any of its obligations under this Agreement, or if the Contractor becomes insolvent, is assigned into bankruptcy, or is no longer in good standing with requirements under the *BC Societies Act*, then the District may terminate this Agreement by written notice to the Contractor.
- 8.3 In the event that this Agreement is terminated, the District shall pay the Contractor for Services performed to the date of termination, less any amounts necessary to compensate the District for damages or costs incurred by the District or any of its elected officials, officers or employees or any person on behalf of the District arising from the Contractor's default. Upon payment of such amounts, no other payment will be owed by the District to the Contractor and no amount will be owing on account of any future expenditures or lost revenues relating to the Contractor's operations.

9.0 CONFIDENTIALITY

- 9.1 The Contractor shall not disclose any information, data or confidential information of the District to any person, other than representatives of the District duly designated for that purpose in writing by the District, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

10.0 NOTICE

- 10.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:
 - (a) if delivered by hand to the respective addresses in subclause 10.1(c), at the time of delivery;
 - (b) if delivered by email or fax to the email or fax numbers set out below, upon acknowledgement of receipt by the recipient; and
 - (c) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the District: Bag 340
 1 Mackenzie Boulevard
 Mackenzie, BC V0J 2C0
 Attention: Corporate Services
 Email: info@districtofmackenzie.ca

if to the Contractor: P.O. Box 880
#11-600 Mackenzie Blvd
Mackenzie BC, V0J 2C0
Attention: Janey Morgan, Chamber Manager
Email: manager@mackenziechamber.bc.ca

11.0 TIME

11.1 Time is of the essence of this Agreement.

12.0 BINDING EFFECT

12.1 This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

13.0 SURVIVAL OF CERTAIN COVENANTS

13.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

14.0 RELATIONSHIP

14.1 The legal relationship between the Contractor and the District is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the District to be that of employee and employer.

15.0 ASSIGNMENT

15.1 The Contractor shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the District, which may be withheld for any reason.

16.0 WAIVER

16.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

17.0 ENTIRE AGREEMENT

17.1 This Agreement, including the Schedules attached to it, constitutes the entire agreement between the parties with respect to the matters herein.

18.0 INVALIDITY

18.1 If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

19.0 CONFLICT

19.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

20.0 AMENDMENT

20.1 This Agreement may not be modified or amended except by the written agreement of the parties.

21.0 LAW APPLICABLE

21.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

22.0 HEADINGS

22.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

23.0 INTERPRETATION

23.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

24.0 COUNTERPART

24.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

Signatures on next page → → →

IN WITNESS HEREOF the District and the Contractor have executed this Agreement as of the day, month and year first above written.

DISTRICT OF MACKENZIE, by its)
authorized signatory(ies):)

_____)
Diane Smith, Chief Administrative Officer)

MACKENZIE CHAMBER OF COMMERCE, by)
its authorized signatory(ies):)

_____)
Name:)

_____)
Name:)

SIGNED, SEALED AND DELIVERED by)
MACKENZIE CHAMBER OF COMMERCE)
in the presence of)
_____)
Signature)
_____)
Name) _____
_____) Mackenzie Chamber of Commerce
Address)
_____)
_____)
_____)
Occupation)

SCHEDULE A

1. SERVICES

- (a) The Mackenzie Chamber of Commerce take a leadership role in the Visitor Information Centre and will offer visitor information services that:
- i. Promote Mackenzie and encourage visitation to the area;
 - ii. Enhance visitor satisfaction and recommendations;
 - iii. Facilitate travel planning, booking, and navigation;
 - iv. Support the District of Mackenzie brand and marketing campaigns;
 - v. Increase visitor spending, length of stay, and repeat visits;
 - vi. Strengthen and enhance the well-being of our community;
 - vii. Meet the goals and objectives of the District's Official Community Plan, the District's Tourism Plan, the District's Community Economic Development Plan, as well as Destination BC's Corporate Strategy;
 - viii. Answering visitor information requests over email and organize mail out of brochures and map requests;
 - ix. Actively attend provincial and regional visitor information services meetings, and provide the District with highlights from the meetings;
 - x. Meet with the District on a regular basis to provide updates on hiring, training, beginning of season, mid-season, and end of season operations;
 - xi. Facilitate a comprehensive exemplary training to staff involved in providing visitor information services;
 - xii. Report monthly statistics and trends to the District by the 12th day of each month for the previous month;
 - xiii. Continuously update visitor services websites such as Hello BC and Mackenzie Chamber of Commerce tourism website to stay relevant to visitor services;
 - xiv. Report to the District on urgent matters such as, but not limited to, visitor services trends, staffing issues, and comments from the public;
 - xv. Assist in the publication and distribution of the Mackenzie Visitor Guide;
 - xvi. Liaise, strategize, and partner with the District's Economic Development Department.
- (b) Programs and activities of the Chamber must not:
- i. offer direct financial assistance to individuals or families;
 - ii. duplicate services that fall within the mandate of either a senior government or a local service agency;

FACILITY EXPECTATIONS

- (a) The Caboose is the main Visitor Information Centre, operating from May until September. The Chamber of Commerce office will operate as a secondary Visitor Information Centre year-round.

- (b) Daily, and as needed, sweeping/mopping of the floors, emptying of garbage and general cleaning and tidying of the Caboose and the grounds around the Caboose.
- (c) Cleaning of public washroom facilities at the Caboose property is the responsibility of Mackenzie Chamber of Commerce.
- (d) Deep cleaning and maintenance of the washrooms at the Caboose property and provision of hand sanitizer is provided by the District.
- (e) The Caboose Visitor Information Centre is to be open seven days per week from mid-May until mid-September at a minimum of eight hours per day.
- (f) The In-town Visitor Centre is to be open during regular operating hours of the Mackenzie Chamber of Commerce.
- (g) Annual deep cleaning of common areas will be the responsibility of Mackenzie Chamber of Commerce.
- (h) The Mackenzie Chamber of Commerce will be provided sets of keys to the Caboose. Distribution and security of these keys will be the responsibility of the contractor.

2. FEES

In consideration for the provision of the Services, the District shall pay to the Mackenzie Chamber of Commerce, \$20,000 for all Services rendered under this Agreement. Destination BC has announced it will contributing \$15,000 towards Visitor Centres in BC for 2022. This funding will also be provided to the Mackenzie Chamber of Commerce for operations of the Caboose and in-town Visitor Centres. The Destination BC press release has been attached to this agreement for further information.

Payment will be distributed according to the amounts and times as follows:

Payment Schedule	DoM Service Fees	Destination BC Funding
By April 15, 2022	\$6000	
By July 15, 2022	\$6000	\$15,000
By October 15, 2022	\$6000	
Within 30 days upon completion of final report	\$2000	
<i>Subtotal</i>	\$20,000	\$15,000
TOTAL CONTRACT FUNDING	\$35,000	

SCHEDULE B

INSURANCE

1. The Mackenzie Chamber of Commerce shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the District, with an insurer licensed in British Columbia:

(a)	Commercial General Liability	\$2,000,000
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In all policies of insurance required under this Agreement the District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the District.

2. The Mackenzie Chamber of Commerce shall provide to the District at the commencement of the Term, and at any time during the Term upon request by the District, a certificate or certificates of insurance as evidence that the insurance required under this Agreement is in force.
3. Maintenance of such insurance and the performance by the Mackenzie Chamber of Commerce of its obligation under this Schedule "B" shall not relieve the Chamber of liability under the indemnity provisions under the Agreement.

SCHEDULE C

Destination BC Funding Press Release

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: January 18, 2022

Subject: Mackenzie Outdoor Route and Trail Association 2022-2023 Service Agreement

RECOMMENDATION:

THAT Council approve the 2022-2023 fee-for-service agreement with the Mackenzie Outdoor Route and Trail Association in the amount of \$5,000 each year for two years.

BACKGROUND:

The District of Mackenzie has adopted a Grants Policy to guide the provision of financial and in-kind support to community associations and organizations. Subsequently, Council established a Grant Adjudication Committee and appointed two Council members to the Committee.

The Grant Adjudication Committee reviewed the 2022 grant funding applications and put forward their recommendations for Council's review at the regular meeting on December 13, 2021. Council approved the Committee's recommendations (resolution # 32235).

Attached is the fee-for-service agreement with MORATA for Council's consideration. Overall, the draft service agreement proposes providing MORATA with \$5,000 in 2022 and \$5,000 in 2023 to help offset the costs necessary to run a trail maintenance program and assist with insurance, fees, and ongoing administrative costs. The District has previously worked in partnership with MORATA to provide trail maintenance for the community.

All fee-for-service recipients are required to fill out an annual reporting form and provide an in-person presentation to Council showing how the funding has been spent, how much of it was spent locally in the community, statistics on visitation, memberships, events, and marketing (social media etc.), as well as descriptions on their previous year's activities and what impact they feel it had on the community.

BUDGETARY IMPACT:

2022 Grant: \$5,000
2023 Grant: \$5,000

If approved, the funding would be allocated from our overall grants funding accounts within the General Government operating budget.

COUNCIL PRIORITIES:

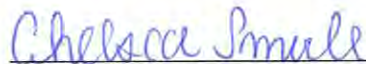
Community and Social Development

- Our investment in the municipality's services and infrastructure, our commitment to principles of social equity and well-being, and our belief in the value of resident engagement, creates a healthy community in which everyone feels valued and enjoys a high quality of life.
- Long-term planning is aligned with the Official Community Plan.

Strong Governance and Finances

- The residents of Mackenzie feel engaged and informed on major decisions, policies and initiatives taken by the District.

Respectfully Submitted,



Chelsea Smirle
Legislative Clerk/Executive Assistant



Kerri Borne
Chief Financial Officer



Approved for Submission to Council

AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this _____ day of _____, 2022.

BETWEEN:

DISTRICT OF MACKENZIE

Bag 340
1 Mackenzie Boulevard
Mackenzie, BC V0J 2C0

(the "**District**")

OF THE FIRST PART

AND:

MACKENZIE OUTDOOR ROUTES AND TRAILS ASSOCIATION

PO Box 424
2 McLeod Drive
Mackenzie, BC V0J 2C0

(the "**MORATA**")

OF THE SECOND PART

WHEREAS:

- A. The District has agreed to engage the MORATA and the MORATA has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the District on the terms and conditions set out in this Agreement.

NOW THEREFORE the District and the MORATA, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the District to the MORATA agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Services**" means the services to be provided by the MORATA, as described in Schedule "A" to this Agreement.

2.0 TERM

2.1 The term of this Agreement is for the period commencing **January 1, 2022** and terminating on **December 31, 2023** (the "**Term**"), subject to earlier termination as provided in section 7 of this Agreement.

2.2 If the MORATA would like to further extend this agreement, the organization must re-apply for a fee-for-service agreement from the District of Mackenzie by September 15, 2023. The application will be considered in accordance with Policy 3.16 – Community Grants.

3.0 MORATA'S DUTIES AND RESPONSIBILITIES

3.1 The MORATA must:

- (a) provide the District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the District with that degree of care, skill and diligence normally utilized by such organizations having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the MORATA is entitled to under this Agreement for the provision of the Services;
- (e) obtain and maintain in force throughout the Term the insurance required under Schedule "B" to this Agreement;
- (f) if applicable, be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the MORATA and its employees;
- (g) if applicable, provide satisfactory proof of the MORATA's WorkSafe BC coverage upon request by the District;

- (h) not subcontract any of its obligations under this Agreement without the District's prior written consent;
- (i) not commit or purport to commit the District to the payment of any money to any person, firm or corporation, without the District's prior written consent;
- (j) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the District or its authorized representatives upon request;
- (k) provide the Services in compliance with all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the MORATA's provision of the Services;
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the MORATA to the District under this Agreement;
- (m) following the issuance of funds, submit an annual activity report to the District by November 1st of each year and provide an in-person presentation to Council in November or December of each year of the Agreement, highlighting accomplishments, goals and objectives, benefits provided to the community and a financial statement outlining how the District's funding was utilized; and
- (n) acknowledge the District as a funding source in its advertisements and promotional materials for the duration of the Agreement.

4.0 MORATA REPRESENTATIONS AND WARRANTIES

4.1 The MORATA represents and warrants to the District that:

- (a) is a not-for-profit society, it is duly organized, validly existing and legally entitled to carry on activities in British Columbia and is in good standing with respect to its registration with the Province of British Columbia and filings of annual reports in accordance with the BC Societies Act; and
- (b) the MORATA has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

5.0 FEES AND EXPENSES

5.1 In consideration for the provision of the Services, the District shall pay to the MORATA the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.

5.2 Unless stated otherwise in this Agreement, all sums of money are in Canadian Dollars.

6.0 INDEMNIFICATION

6.1 The MORATA shall release, indemnify and keep indemnified the District, its elected officials, officers, employees, agents and contractors of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the MORATA, or its officers, employees, agents or contractors, in the performance of the Services.

7.0 TERMINATION

7.1 If the MORATA is in default in the performance of any of its obligations under this Agreement, or if the MORATA becomes insolvent or is assigned into bankruptcy, then the District may terminate this Agreement by written notice to the MORATA.

7.2 The District may terminate this Agreement, without cause, at any time by giving not less than forty-five (45) days written notice to the MORATA.

7.3 In the event that this Agreement is terminated, the District shall pay the MORATA for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the District for damages or costs incurred by the District or any of its elected officials, officers or employees or any person on behalf of the District arising from the MORATA's default.

8.0 CONFIDENTIALITY

8.1 The MORATA shall not disclose any information, data, or confidential information of the District to any person, other than representatives of the District duly designated for that purpose in writing by the District and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

9.0 NOTICE

9.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if delivered by hand to the respective addresses in subclause 9.1(c), at the time of delivery;
- (b) if delivered by email or fax to the email or fax numbers set out below, upon acknowledgement of receipt by the recipient; and
- (c) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the District: Bag 340
 1 Mackenzie Boulevard
 Mackenzie, BC V0J 2C0
 Attention: Corporate Services
 Email: info@districtofmackenzie.ca
 Fax: (250) 997- 3261

if to the MORATA: PO Box 424
 2 McLeod Drive
 Mackenzie, BC V0J 2C0
 Attention: Ross Hobbs
 Email: morata.mackenzie@gmail.com

10.0 TIME

10.1 Time is of the essence of this Agreement.

11.0 BINDING EFFECT

11.1 This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

12.0 SURVIVAL OF CERTAIN COVENANTS

12.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 and **if**

applicable Schedule "C" shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

13.0 RELATIONSHIP

13.1 The legal relationship between the MORATA and the District is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the MORATA and the District to be that of employee and employer.

14.0 NO ASSIGNMENT

14.1 The MORATA shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the District, which may be withheld for any reason.

15.0 WAIVER

15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.0 ENTIRE AGREEMENT

16.1 This Agreement, including the Schedules attached to it, constitutes the entire agreement between the parties with respect to the matters herein.

17.0 INVALIDITY

17.1 If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

18.0 CONFLICT

18.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

19.0 AMENDMENT

19.1 This Agreement may not be modified or amended except by the written agreement of the parties.

20.0 LAW APPLICABLE

20.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

21.0 HEADINGS

21.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

22.0 INTERPRETATION

22.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

23.0 COUNTERPART

23.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

IN WITNESS HEREOF the District and the MORATA have executed this Agreement as of the day, month and year first above written.

DISTRICT OF MACKENZIE, by its)
authorized signatory(ies):)

_____)
Name:)

_____)
Name:)

MACKENZIE OUTDOOR TRAILS)
AND ROUTES ASSOCIATION, by)
its authorized signatory(ies):)

_____)
Name:)

_____)
Name:)

SIGNED, SEALED AND DELIVERED by)
MACKENZIE OUTDOOR TRAILS)
AND ROUTES ASSOCIATION,)
in the presence of)

_____)
Signature)

_____)
Name)

_____)
Address)

_____)
Occupation)

MACKENZIE OUTDOOR TRAILS
AND ROUTES ASSOCIATION

SCHEDULE A SERVICES AND FEES

A.1 SERVICES

The Services provided to the District by the MORATA must align with the following guidelines:

- strengthen and enhance the well-being of our community;
- promote volunteerism;
- be an ongoing program requiring operational funding;
- meet with the goals and objectives of the District's Official Community Plan.

Any services provided by the MORATA to the District shall not:

- offer direct financial assistance to individuals or families;
- duplicate services that fall within the mandate of either a senior government or a local service agency.

The MORATA commits to the provision of the following services:

- operate and maintain the MORATA to a standard acceptable to the District and generally equivalent to similar facilities, including the provision and administration of all required support services;
- increase and broaden the hiking, biking, backcountry skiing, snowshoeing and other related trail use opportunities of the Mackenzie and area residents by supporting and encouraging physical activity in/on the outdoor trails and surrounding natural spaces;
- perform and track maintenance of District trails and help with public safety through maintenance program;
- provide trail maintenance training, planning and promoting volunteer trail network opportunities and trail work partnerships with the Recreation Services Department.

A.2 FEES

In consideration for the provision of the Services, the District shall pay to the MORATA, \$10,000 for all Services rendered under this Agreement according to the amounts and times of payment as follows:

Payment Date	Payment Amount
Prior to March 15, 2022	\$4,000
Prior to December 31, 2022 (after final reporting)	\$1,000
Prior to March 15, 2023	\$4,000
Prior to December 31, 2023 (after final reporting)	\$1,000
<i>TOTAL PAYABLE THROUGHOUT THE TERM</i>	<i>\$10,000</i>

DRAFT

SCHEDULE "B"

INSURANCE

B.1 The MORATA shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the District, with an insurer licensed in British Columbia:

- | | |
|---|----------------|
| (a) Commercial General Liability
and Property Damage | \$2,000,000.00 |
|---|----------------|

In all policies of insurance required under this Agreement (except automobile insurance on vehicles owned by the MORATA and professional liability insurance) the District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the District.

B.2 The MORATA shall provide to the District at the commencement of the Term, and at any time during the Term upon request by the District, a certificate or certificates of insurance as evidence that the insurance required under this Agreement is in force.

B.3 Maintenance of such insurance and the performance by the MORATA of its obligation under this Schedule "B" shall not relieve the MORATA of liability under the indemnity provisions under the Agreement.

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: January 18, 2022

Subject: Mackenzie Golf and Country Club 2022-2023 Service Agreement

RECOMMENDATION:

THAT Council approve the 2022-2023 fee-for-service agreement with the Mackenzie Golf and Country Club in the amount of \$15,000 each year for two years.

BACKGROUND:

The District of Mackenzie has adopted a Grants Policy to guide the provision of financial and in-kind support to community associations and organizations. Subsequently, Council established a Grant Adjudication Committee and appointed two Council members to the Committee.

The Grant Adjudication Committee reviewed the 2022 grant funding applications and put forward their recommendations for Council's review at the regular meeting on December 13, 2021. Council approved the Committee's recommendations (resolution # 32235).

Attached is the fee-for-service agreement for the Mackenzie Golf and Country Club for Council's consideration. Overall, the draft service agreement proposes providing the Mackenzie Golf and Country Club with \$15,000 in 2022 and \$15,000 in 2023 to support day to day operations. This funding would be consistent with Council's previous grant awards of \$15,000 since 2015.

All fee-for-service recipients are required to fill out an annual reporting form and provide an in-person presentation to Council showing how the funding has been spent, how much of it was spent locally in the community, statistics on visitation, memberships, events, and marketing (social media etc.), as well as descriptions on their previous year's activities and what impact they feel it had on the community.

BUDGETARY IMPACT:

2022 Grant: \$15,000
2023 Grant: \$15,000

If approved, the funding would be allocated from our overall grants funding accounts within the General Government operating budget.

COUNCIL PRIORITIES:

Community and Social Development

- Our investment in the municipality's services and infrastructure, our commitment to principles of social equity and well-being, and our belief in the value of resident engagement, creates a healthy community in which everyone feels valued and enjoys a high quality of life.
- Long-term planning is aligned with the Official Community Plan.

Strong Governance and Finances

- The residents of Mackenzie feel engaged and informed on major decisions, policies and initiatives taken by the District.

Respectfully Submitted,



Chelsea Smirle
Legislative Clerk/Executive Assistant



Kerri Borne
Chief Financial Officer



Approved for Submission to Council



AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this _____ day of _____, 2022.

BETWEEN:

DISTRICT OF MACKENZIE

P.O. Box 340
1 Mackenzie Boulevard
Mackenzie, BC V0J 2C0

(the "**District**")

OF THE FIRST PART

AND:

MACKENZIE GOLF AND COUNTRY CLUB

Po Box 1535
472 Cicada Road
Mackenzie, BC V0J 2C0

(the "**MGACC**")

OF THE SECOND PART

WHEREAS:

- A. The District has agreed to engage the MGACC and the MGACC has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the District on the terms and conditions set out in this Agreement and the facility expectations as set out in Schedule "A" to this Agreement.

NOW THEREFORE the District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the District to the MGACC agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Services**" means the services to be provided by the Contractor, as described in Schedule "A" to this Agreement.

2.0 TERM

2.1 The term of this Agreement is for the period commencing **January 1, 2022** and terminating on **December 31, 2023** (the "**Term**"), subject to earlier termination as provided in section 7 of this Agreement.

2.2 Upon expiry of the term, the District's Corporate Services Department will conduct another information request and review of information in accordance with the guidelines and criteria approved by the District and provide recommendations for amendments and renewal of the Agreement to the District. Upon agreement by both parties in writing, this Agreement may remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal.

2.3 The District's Corporate Services Department will review this Agreement three (3) months prior to expiration.

3.0 MGACC 'S DUTIES AND RESPONSIBILITIES

3.1 The MGACC must:

- (a) provide the District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the District;
- (b) supply all labour, equipment, and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the MGACC is entitled to under this Agreement for the provision of the Services;
- (e) obtain and maintain in force throughout the Term the insurance required under Schedule "B" to this Agreement;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the MGACC and its employees;

- (g) provide satisfactory proof of the Contractor's WorkSafe BC coverage upon request by the District;
- (h) maintain an active License to Use Agreement for the Mackenzie Golf and Country Club with the District;
- (i) not commit or purport to commit the District to the payment of any money to any person, firm, or corporation, without the District's prior written consent;
- (j) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the District or its authorized representatives upon request;
- (k) provide the Services in compliance with all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services;
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the MGACC to the District under this Agreement;
- (m) acknowledge the District as a funding source in its advertisements and promotional materials for the duration of this Agreement; and
- (n) following the issuance of funds, submit an annual activity report to the District by November 1st of each year and provide an in-person presentation to Council in November or December of each year of the Agreement, highlighting accomplishments, goals and objectives, benefits provided to the community and a financial statement outlining how the District's funding was utilized.

4.0 MGACC REPRESENTATIONS AND WARRANTIES

4.1 The MGACC represents and warrants to the District that:

- (a) if the MGACC is a not-for-profit society, it is duly organized, validly existing and legally entitled to carry on activities in British Columbia and is in good standing with respect to its registration with the Province of British Columbia and filings of annual reports in accordance with the *BC Societies Act*;
- (b) the MGACC has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

5.0 FEES AND EXPENSES

5.1 In consideration for the provision of the Services, the District shall pay to the MGACC the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this Agreement.

5.2 Unless stated otherwise in this Agreement, all sums of money are in Canadian Dollars.

6.0 INDEMNIFICATION

6.1 The MGACC shall release, indemnify and keep indemnified the District, its elected officials, officers, employees, agents and contractors of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or contractors, in the performance of the Services.

7.0 TERMINATION

7.1 The District or the MGACC may terminate this Agreement, without cause, at any time by giving not less than forty-five (45) days written notice to the Contractor.

7.2 If the MGACC is in default in the performance of any of its obligations under this Agreement, or if the MGACC becomes insolvent, is assigned into bankruptcy, or is no longer in good standing with requirements under the *BC Societies Act*, then the District may terminate this Agreement by written notice to the Contractor.

7.3 In the event that this Agreement is terminated, the District shall pay the MGACC for Services performed to the date of termination, less any amounts necessary to compensate the District for damages or costs incurred by the District or any of its elected officials, officers or employees or any person on behalf of the District arising from the Contractor's default. Upon payment of such amounts, no other payment will be owed by the District to the MGACC and no amount will be owing on account of any future expenditures or lost revenues relating to the Contractor's operations.

8.0 CONFIDENTIALITY

8.1 The MGACC shall not disclose any information, data, or confidential information of the District to any person, other than representatives of the District duly designated for that purpose in writing by the District and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

9.0 NOTICE

9.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if delivered by hand to the respective addresses in subclause 10.1(c), at the time of delivery;

- (b) if delivered by email or fax to the email or fax numbers set out below, upon acknowledgement of receipt by the recipient; and
- (c) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the District: P.O. Box 340
1 Mackenzie Boulevard
Mackenzie, BC V0J 2C0
Attention: Corporate Services
Email: info@districtofmackenzie.ca

if to the Contractor: PO Box 1535
472 Cicada Road
Mackenzie, BC V0J 2C0
Attention: Lorraine Hetke
Email: Lorraine.hetke@conifex.com

10.0 TIME

10.1 Time is of the essence of this Agreement.

11.0 BINDING EFFECT

11.1 This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

12.0 SURVIVAL OF CERTAIN COVENANTS

12.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

13.0 RELATIONSHIP

13.1 The legal relationship between the MGACC and the District is that of an independent MGACC and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the MGACC and the District to be that of employee and employer.

14.0 ASSIGNMENT

14.1 The MGACC shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the District, which may be withheld for any reason.

14.2 All cultural and heritage contracted programming that is associated with the provision of the services outlined in Schedule "A" is exempt from section 14.1.

15.0 WAIVER

15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.0 ENTIRE AGREEMENT

16.1 This Agreement, including the Schedules attached to it, constitutes the entire agreement between the parties with respect to the matters herein.

17.0 INVALIDITY

17.1 If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

18.0 CONFLICT

18.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

19.0 AMENDMENT

19.1 This Agreement may not be modified or amended except by the written agreement of the parties.

20.0 LAW APPLICABLE

20.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

21.0 HEADINGS

21.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

22.0 INTERPRETATION

22.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

23.0 COUNTERPART

23.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

IN WITNESS HEREOF the District and the MGACC have executed this Agreement as of the day, month and year first above written.

DISTRICT OF MACKENZIE, by its)
authorized signatory(ies):)

_____))
Name:)

_____))
Name:)

MACKENZIE GOLF AND COUNTRY CLUB, by)
its authorized signatory(ies):)

_____))
Name:)

_____))
Name:)

SIGNED, SEALED AND DELIVERED by)
the MACKENZIE GOLF AND COUNTRY CLUB,)
in the presence of)

_____))
Signature)

_____))
Name)

_____))
Address)

_____))

_____))
Occupation)

_____))
Mackenzie Golf and Country Club

SCHEDULE A

1. SERVICES

(a) The services provided to the District by the MGACC must align with the following guidelines:

- strengthen and enhance the well-being of our community;
- promote volunteerism;
- be an ongoing program requiring operational funding;
- meet with the goals and objectives of the District’s Official Community Plan.

(b) Programs and activities of the MGACC must not:

- offer direct financial assistance to individuals or families;
- duplicate services that fall within the mandate of either a senior government or a local service agency;

(c) The MGACC commits to the provisions of the following services:

- Operate and maintain the MGACC to a standard acceptable to the District and generally equivalent to similar facilities, including the provision and administration of all required support services.
- Perform all maintenance and purchase required supplies required to upkeep golf greens, premises, and infrastructure.
- Ensure all equipment is properly maintained, repaired, and upgraded, as necessary.
- Assess equipment needing replacement and purchase when necessary.

2. FEES

The District will contribute \$15,000 to the MGACC, disbursed as follows, each year, for the duration of this Agreement:

Year	Payment Schedule	Service Fees
2022	By April 15, 2022	\$6,000
	By July 15, 2022	\$6,000
	By December 31, 2022 (Following final reporting)	\$3,000
2023	By April 15, 2023	\$6,000
	By April 15, 2023	\$6,000
	By December 31, 2023 (Following final reporting)	\$3,000
TOTAL:		\$30,000

SCHEDULE "B"

INSURANCE

1. The MGACC shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the District, with an insurer licensed in British Columbia:

(a) Commercial General Liability	\$2,000,000
----------------------------------	-------------

In all policies of insurance required under this Agreement the District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the District.

2. The MGACC shall provide to the District at the commencement of the Term, and at any time during the Term upon request by the District, a certificate, or certificates of insurance as evidence that the insurance required under this Agreement is in force.
3. Maintenance of such insurance and the performance by the MGACC of its obligation under this Schedule "B" shall not relieve the MGACC of liability under the indemnity provisions under the Agreement.

COUNCIL REPORT

To: Mayor and Council
From: Administration
Date: January 12, 2022
Subject: Yellowhead Helicopters Ltd. – Airport Lease

RECOMMENDATION:

THAT Council authorizes the Chief Administrative Officer to execute the three-year lease agreement with Yellowhead Helicopters Ltd.

BACKGROUND:

Yellowhead Helicopters has held a lease with the District for this property since 2007 and this lease has been renewed on a three-year term basis. Mr. Dumaresq, Mackenzie Base Manager for Yellowhead Helicopters Ltd., has requested his lease be renewed for another term.

The lease rate for 2021 was \$0.07496 per square foot plus an increment equal to Vancouver Consumer Price Index (C.P.I.) for commercial non-airside. However, once Statistics Canada has released the new C.P.I. values in early 2022, the 2022 lease rate will be determined for Yellowhead Helicopters Ltd. The annual lease amount for 2021 was \$2,556.81 + GST. There may be a slight increase for the 2022 lease period depending on the new C.P.I. values.

As required under the *Community Charter*, a Land Disposition Notice will be distributed for two consecutive weeks in the community mailboxes as well as posted on the District of Mackenzie website.

COUNCIL PRIORITY:

Economic Vitality

- The District is a leader on efforts aimed at diversifying the community's economy, supporting local businesses, and attracting new investment to the community. Diversification, a strong business sector and new investment are key to our economic vitality.



Respectfully Submitted,

A handwritten signature in black ink that reads "Luke Thorne".

Luke Thorne
Land & Environmental Coordinator

A handwritten signature in blue ink that reads "Diane Smith".

Authorized for Submission to Council

AIRPORT LEASE

THIS LEASE made this 1st day of January, 2022

UNDER THE *LAND TRANSFER FORM ACT*, PART 2

BETWEEN:

DISTRICT OF MACKENZIE

Bag 340
Mackenzie, BC V0J 2C0

(the "**Landlord**")

OF THE FIRST PART

AND:

YELLOWHEAD HELICOPTERS LTD.

P.O. Box 190
Valemount, BC
V0E 2Z0

(the "**Tenant**")

OF THE SECOND PART

WITNESS that in consideration of the rents and agreements to be paid and performed by the Tenant,

1. PREMISES

The Landlord leases to the Tenant the premises more particularly described as:

.315 hectares (33,907 square feet)
of Lot B, Plan 23098, DL 12479
Cariboo District
shown within the bold outline on the drawing which is
attached as Appendix "A".

(the "**Premises**")

2. TERM

The term of this Lease commences on the 1st day of January, 2022 and continues for a term of three (3) years (the "**Term**").

3. USE

- (a) The Tenant shall use the Premises for the purposes of airplane storage, airline office and airport related activities and for no other purpose without first obtaining the written consent of the Landlord; and without limiting this clause (a);
- (b) Shall only use the Premises for the storage, handling, or dispensing of fuel if it has first obtained the Landlord's approval in accordance with sections 5(e), 5(k) and 5 (l).

4. RENT

The Tenant shall pay to the Landlord:

- (a) For the first year of the Term, the base rent of TWO THOUSAND FIVE HUNDRED AND FIFTY-SIX DOLLARS AND EIGHTY-ONE CENTS (\$2,556.81) plus an increase equal to the percentage increase in the Consumer Price Index (All Items) for Vancouver ("CPI"), as maintained by Statistics Canada or its successor in function, and as measured from the commencement of the previous year of the Term to the commencement of the year of the Term for which rent is payable plus Harmonized Sales Tax, Goods and Services Tax or like tax, as may be applicable. If there has been no increase in CPI, the base rent will be TWO THOUSAND FIVE HUNDRED AND FIFTY-SIX DOLLARS AND EIGHTY-ONE CENTS (\$2,556.81).
- (b) For the second and each subsequent year of the Term, base rent equal to the base rent payable for the previous year of the Term plus an increase equal to the percentage increase in the Consumer Price Index (All Items) for Vancouver ("CPI"), as maintained by Statistics Canada or its successor in function, and as measured from the commencement of the previous year of the Term to the commencement of the year of the Term for which rent is payable. If there has been no increase in CPI, the base rent will be the same as for the previous year of the term.

5. TENANT'S COVENANTS

The Tenant covenants with the Landlord:

Rent

- (a) to pay rent;

Taxes

- (b) to pay all taxes, rates, duties and assessments whatsoever, whether municipal, provincial or otherwise, charged upon the Tenant or the Landlord as a result of the Tenant's occupation of or use of the Premises;

Utilities

- (c) to pay as they become due all water, sewer and garbage and other rates in respect of the Premises and charges for all gas, oil, telephone, electric power, cable or other telecommunications services used on the Premises;

Construction

- (d) that it will not construct nor alter any building or structure on the Premises unless, prior to any construction, it has obtained:
 - (i) the Landlord's approval in writing to the site plan, working drawings, plans, specifications and elevations; and
 - (ii) a building permit from the District of Mackenzie authorizing the construction of the buildings and structures set out in the permit and the plans and specifications attached to it; and
 - (iii) all required inspections;

and all work shall be carried out at the cost of the Tenant;

- (e) without limiting the generality of section (d), that it will not construct or install any structure, facilities, or equipment used in the storage, handling, or dispensing of fuel on the Premises unless, prior to any construction or installation, it has obtained the Landlord's approval in writing;

and all work shall be carried out at the cost of the Tenant;

Repair

- (f) that it will leave the Premises in good repair;

Landlord's Right of Entry

- (g) that the Landlord may enter the Premises and view the state of repair and the Tenant will repair according to notice;

Assign and Sublet

- (h) that it will not assign nor sublet without leave of the Landlord;
- (i) that the Landlord's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Lease requires the Tenant to perform, and the Tenant shall pay the Landlord's reasonable costs incurred in connection with the Tenant's request for consent;

Nuisance

- (j) that it will not carry on nor allow to be carried on or done on the Premises anything that:
 - (i) may be or become a nuisance to the Landlord or the public;
 - (ii) increases the hazard of fire or liability of any kind, over and above activities which are usually carried out at an airport; or
 - (iii) invalidates any policy of insurance for the Premises;

Regulations

- (k) that it will:
 - (i) comply promptly at its own expense with the legal requirements of all statutes, regulations and bylaws of all federal provincial and local authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Landlord or the Tenant; and without limiting this clause (k);
 - (ii) observe and comply with the provisions of the *Aeronautics Act* RSC 1985 C. A-2 as amended, and all rules and regulations made from time to time pursuant to the provisions of said Act and all successor legislation, and all rules and regulations by the Minister of Transport for Canada regarding the use of the airport or any portion thereof, and all local airport rules;
 - (iii) if approval has been granted pursuant to section 5(e), ensure that any and all structures, facilities and equipment used in the storage, handling, or dispensing of fuel on the Premises are built in strict compliance with the design, construction, operation, maintenance, and emergency response requirements and standards for the storage, handling, and dispensing of aviation fuels at aerodromes

whether these requirements or standards are established by statute, regulations, bylaw, or are published or adopted by the Standards Council of Canada, or any other body or agency having jurisdiction.

Qualified Professional Report

- (l) that, if the Landlord's approval has been granted pursuant to section 5(e), and promptly upon the completion of the installation of any structures, facilities or equipment used in the storage, handling, or dispensing of fuel on the Premises, it will provide the Landlord with a report prepared by a qualified professional engineer, licensed to practice in British Columbia, and with experience in aviation fuelling facilities, certifying that all such structures, facilities or equipment are suitable and safe for the intended purpose, and are constructed and installed in compliance with all legal requirements and standards described in clause (k) of this lease;

Insurance

- (m) that it will insure and keep insured, while this Lease remains in force, with such companies and in such force as are acceptable to the Landlord, at the Tenant's expense, the following insurance:
 - (i) during the term of this agreement the Tenant shall obtain, maintain and pay for the Commercial General Liability Insurance on an occurrence basis, in a form acceptable to the Landlord and with insurance companies duly licensed to transact business in the Province of British Columbia;
 - (ii) such insurance shall be for not less than \$2,000,000 inclusive limits of liability with respect to bodily injury, including death, and property damage per occurrence and shall include coverage for all Premises, operations and improvements of the Tenant;

Notwithstanding the foregoing, the Landlord may from time to time notify the Tenant that the amount of insurance required by the Tenant pursuant to clause k(ii) be changed and the Tenant shall within one year of receiving such notice cause the amount of insurance to be changed to the amount specified in such notice and deliver to the Landlord written confirmation of such changes;

- (iii) that during the term, the Tenant shall take out and maintain a policy of insurance, in a form acceptable to the Landlord, insuring all buildings and structures on the Premises to the full insurable replacement value thereof against risk of loss or damage caused by

or resulting from fire, flood, lightning, explosion, tempest, earthquake, or any additional peril against which a prudent Landlord normally insures, naming the Landlord as an additional insured party thereto, and shall provide the Landlord with a certified copy of such policy or policies;

- (iv) that if both the Landlord and the Tenant have claims to be indemnified under any insurance taken out under this Lease, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant;
- (v) that it will provide, within Thirty (30) days of the date of this Lease, either a certified copy of the policies or a certificate of insurance acceptable to the Landlord;
- (vi) that the policies shall include endorsements adding the Landlord as an additional named insured and providing that the insurer will advise the Landlord in advance of any cancellation or material change, and will do so by written notice sent by registered mail;
- (vii) that the policies shall contain a cross-liability clause and breach of conditions clause protecting the named insured from acts of one named insured which may void or limit the protection afforded by the policy;

Indemnification

- (n) that it will indemnify the Landlord from and against all claims, lawsuits, damages, losses, costs, including legal costs, or expenses which the Landlord may incur by reason of:
 - (i) the use of the Premises by the Tenant, or the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises, and in respect of any loss, damage or injury sustained by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, where they are not covered by insurance or coverage has been denied by an insurer;
 - (ii) by reason of any defect in the Premises or any injury to any person or to any personal property contained on the Premises;
 - (iii) non-compliance by the Tenant with legal requirements under clause (j);

unless the claims, damages, losses, costs, expenses or injuries are the result of the negligence of the Landlord;

Builders Liens

- (o) that it will indemnify the Landlord from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Premises or any building or structure on the Premises, and the Tenant shall promptly take all legal action necessary to cause any lien to be discharged. The Landlord shall be at liberty to file a notice of interest against title to the Premises pursuant to the *Builders Lien Act*;

Possession

- (p) that it will at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises without notice from the Landlord, any right to notice to quit or vacate being hereby expressly waived by the Tenant, any law, usage or custom to the contrary notwithstanding;

Maintenance

- (q) that it will maintain the Premises, at all times to an excellent standard of maintenance, subject to the satisfaction of the Landlord;
- (r) that it will provide receptacles for refuse and rubbish of all kinds, as well as remove such refuse and rubbish from the Premises at regular intervals and will not keep or leave any boxes, packing material or rubbish of any kind in or near the Premises or any passages connected with the same;
- (s) that it will keep clean and free from any rubbish, ice or snow, all walks, passages, yards and alleys on or adjacent to the Premises;

Signs

- (t) that it shall not display any sign, picture, advertisement, notice, lettering or direction on any part of the Premises without prior written approval of the Landlord.

6. ENVIRONMENTAL MATTERS

Definitions

For the purposes of this section 6:

“Contaminants” means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and

“Environmental Laws” means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

Tenant's Covenants and Indemnity

The Tenant covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Premises for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Landlord, which may be unreasonably withheld;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises;
- (c) to promptly provide to the Landlord a copy of any environmental site assessment, audit, report, or test results relating to the Premises conducted by or for the Tenant at any time and at the Landlord's request from time to time to obtain from an independent environmental consultant approved by the Landlord an environmental site assessment of the Premises or an environmental audit of the operations at the Premises, including any additional investigations as the environmental consultant may recommend and to promptly provide such written authorizations as the Landlord may require from time to time to make inquiries of any governmental authority regarding the Tenant;
- (d) to waive the requirement, if any, for the Landlord to provide a site profile for the Premises under the *Environmental Management Act* or any regulations pursuant thereto;

- (e) to maintain all environmental site assessments, audits, reports, and test results relating to the Premises in strict confidence (including without limitation any governmental authority) except as required by law, or to the Tenant's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Landlord, which consent may be unreasonably withheld;
- (f) to promptly notify the Landlord in writing of any release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property which could contaminate the Premises or subject the Landlord or the Tenant to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (g) on the expiry or earlier termination of this Lease, or at any time if requested by the Landlord or required by any governmental authority under Environmental Laws, to remove from the Premises all Contaminants, and to remediate by removal any contamination of the Premises or any adjacent property resulting from Contaminants, in either case brought onto, used at, or released from the Premises by the Tenant or any person for whom it is in law responsible. The Tenant shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Premises; and
- (h) to indemnify the Landlord and its shareholders, directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Premises and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this section 6 by the Tenant; or
 - (ii) any release or alleged release of any Contaminants at or from the Premises related to or as a result of the use and occupation of the Premises or any act or omission of the Tenant or any person for whom it is in law responsible.

The obligations of the Tenant under this section 6 shall survive the expiry or earlier termination of this Lease.

7. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant for quiet enjoyment.

8. MISCELLANEOUS COVENANTS

It is hereby mutually agreed:

Re-entry

- (a) that the Landlord may re-enter the Premises on non-payment of rent, or non-performance of covenants;

Effect of Waiver

- (b) that the Landlord by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it does not waive its rights upon any subsequent breach of the same or any other covenant or condition of this Lease;

Holding Over

- (c) that if the Tenant holds over following the Term and the Landlord accepts rent, this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month, however, this clause shall not preclude lease term renewal without holdover;

Landlord's Payments

- (d) that if the Landlord incurs any damage, loss or expense or makes any payment for which the Tenant is liable under this Lease, then the Landlord may add the cost or amount of the damage, loss, expense, or payments to the rent and may recover it as if it were rent in arrears;

Time

- (e) that time shall be of the essence of this Lease;

Distress

- (f) that if the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use enough force necessary for that purpose and for gaining admittance to the Premises and the Tenant releases the Landlord from liability for any loss or damage sustained by the Tenant as a result;

Insolvency

- (g) that if
 - (i) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage; or
 - (ii) if a writ of execution issues against the goods or chattels of the Tenant; or
 - (iii) if the Tenant makes any assignment for the benefit of creditors; or
 - (iv) if the Tenant becomes insolvent or bankrupt; or
 - (v) being an incorporated company or society if proceedings are begun to wind up the company or society; or
 - (vi) if the Premises or any part of them becomes vacant and unoccupied for a period of Thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Lease without the written consent of the Landlord;

the Term shall immediately become forfeited and the then current month's rent for the three months next following shall immediately become due and payable as liquidated damages to the Landlord, and the Landlord may re-enter and repossess the Premises despite any other provision of this Lease;

Termination

- (h) this Lease may be terminated with the mutual consent of the Landlord and the Tenant;
- (i) that, in case of alterations, additions or improvements are made to the leased Premises by the Tenant, such alterations, additions and improvements may be removed by the Tenant within One Hundred and Twenty (120) days following the termination or expiration of this Lease, provided that the Tenant, at its own expense, shall repair any damage to the leased Premises caused by such removal or by the original installation and if any such alterations, additions and the improvements shall remain on the leased Premises after the time periods provided herein, they shall remain on the leased Premises without compensation to the Tenant therefore and they shall become the sole and exclusive property of the Landlord;

Notices

- (j) that any notice required to be given under this Lease shall be deemed to be sufficiently given:
 - (i) if delivered at the time of delivery; and
 - (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

Bag 340
Mackenzie, BC V0J 2C0

If to the Tenant:

Box 190
Valemount, BC
V0E 2Z0

or at the address of a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slowdown, lock-out or other labour dispute then the notice may only be given by actual delivery of it;

Net Lease

- (k) that this Lease shall be a completely carefree net lease to the Landlord as applicable to the Premises and the Landlord shall not be responsible during the Term for any cost, charges, expenses, or outlays of any nature whatsoever in respect of the Premises or its contents except those mentioned in this Lease;

Interpretation

- (l) that when the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- (m) that the headings to the clauses in this Lease have been inserted as a matter of convenience and are for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision of it;

Binding Effect

- (n) that this Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;

Law Applicable

- (o) that this Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia;
- (p) that all provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;

Effective Date

- (q) that this Lease shall take effect as of the 1st day of January, 2022 regardless of the dates of signing of this Lease.

IN WITNESS the parties have signed and sealed this Lease on the dates hereinafter set forth.

The **DISTRICT OF MACKENZIE**)
by its authorized signatories:)
)
_____)
Chief Administrative Officer)
)
)
)

Yellowhead Helicopters Ltd.:)
by its authorized signatories)
)
_____)
Name:)
)
_____)
Name:)

OR

COUNCIL REPORT

To: Mayor and Council
From: Administration
Date: January 10, 2022
Subject: R. King Holdings Ltd. – Airport Lease

RECOMMENDATION:

THAT Council authorizes the Chief Administrative Officer to execute the three-year lease agreement with King Brothers Logging Ltd. to allow for non-commercial storage, non-commercial mechanical overhaul, and non-commercial maintenance.

BACKGROUND:

Attached is a three-year lease agreement renewal for King Brothers Logging Ltd. for Council's consideration. Council will note that in 2003 BCR Properties consented to the District leasing the lands on the west side of Old Airport Road for non-airport related activities. Council subsequently rezoned the lands to allow for non-commercial storage, non-commercial mechanical overhaul, and non-commercial maintenance.

The lease rate for 2021 was \$0.07496 per square foot plus an increment equal to Vancouver Consumer Price Index (C.P.I.) for commercial non-airside. However, once Statistics Canada has released the new C.P.I. values in early 2022, the 2022 lease rates will be determined for R. King Holdings Ltd. The annual lease amount for 2021 was \$2,792.23 + GST. There may be a slight increase for the 2022 lease period depending on the new C.P.I. values.

As required under the *Community Charter*, a required Land Disposition Notice will be distributed for two consecutive weeks in the community mailboxes as well as posted on the District of Mackenzie website.

COUNCIL PRIORITY:

Economic Vitality

- The District is a leader on efforts aimed at diversifying the community's economy, supporting local businesses, and attracting new investment to the community. Diversification, a strong business sector and new investment are key to our economic vitality.



Respectfully Submitted,



Luke Thorne
Land & Environment Coordinator



Authorized for Submission to Council

AIRPORT LEASE

THIS LEASE made this 1st day of January, 2022

UNDER THE *LAND TRANSFER FORM ACT*, PART 2

BETWEEN:

DISTRICT OF MACKENZIE

Bag 340
Mackenzie, BC, V0J 2C0

(the "**Landlord**")

OF THE FIRST PART

AND:

R. KING HOLDINGS LTD.

Box 2367
Prince George, BC, V2N 2S6

(the "**Tenant**")

OF THE SECOND PART

WITNESS that in consideration of the rents and agreements to be paid and performed by the Tenant,

1. PREMISES

The Landlord leases to the Tenant the premises more particularly described as:

.344 hectares (37,029 square feet)
of Lot B, Plan 23098, District Lot 12479
Cariboo District shown within the bold outline of the drawing which is
attached as Appendix "A"

(the "**Premises**")

2. TERM

The term of this Lease commences on the 1st day of January, 2022 and continues for a term of three (3) years (the "**Term**").

3. USE

The Tenant shall use the Premises for:

- (a) the purposes of airplane storage, airline office and airport related activities;
- (b) non-commercial storage, non-commercial mechanical overhaul and non-commercial maintenance;
- (c) shall only use the Premises for the storage, handling, or dispensing of fuel if it has first obtained the Landlord's approval in accordance with sections 5(e), 5(k) and 5 (l);

and for no other purpose without first obtaining the written consent of the Landlord; and without limiting this clause (a);

4. RENT

The Tenant shall pay rent to the Landlord as follows:

- (a) The base rate for January 1, 2022 to December 31, 2022 shall be the prior year's base rate (\$2792.23) plus the percentage increase, if any, in the Vancouver C.P.I. In the event there is no increase in the Vancouver C.P.I., the base will remain the same as the prior year's base rate.
- (b) Rent shall be due and payable:
 - i. upon the Landlord determining the Vancouver C.P.I. of the year for which rent is owed, and upon the Landlord providing the Tenant, in accordance with this Lease, notice of the increase, if any, to that year's base rate;
- (c) For the second and each subsequent year of the Term, base rent equal to the base rent payable for the previous year of the Term plus an increase equal to the percentage increase in the Consumer Price Index (All Items) for Vancouver ("CPI"), as maintained by Statistics Canada or its successor in function, and as measured from the commencement of the previous year of the Term to the commencement of the year of the Term for which rent is payable. If there has been no increase in CPI, the base rent will be the same as for the previous year of the term.

5. TENANT'S COVENANTS

The Tenant covenants with the Landlord:

Rent

- (a) to pay rent;

Taxes

- (b) to pay all taxes, rates, duties and assessments whatsoever, whether municipal, provincial or otherwise, charged upon the Tenant or the Landlord as a result of the Tenant's occupation of or use of the Premises;

Utilities

- (c) to pay as they become due all water, sewer and garbage and other rates in respect of the Premises and charges for all gas, oil, telephone, electric power, cable or other telecommunications services used on the Premises;

Construction

- (d) that it will not construct nor alter any building or structure on the Premises unless, prior to any construction, it has obtained:
 - (i) the Landlord's approval in writing to the site plan, working drawings, plans, specifications and elevations; and
 - (ii) a building permit from the District of Mackenzie authorizing the construction of the buildings and structures set out in the permit and the plans and specifications attached to it; and
 - (iii) all required inspections;

and all work shall be carried out at the cost of the Tenant;

- (e) without limiting the generality of section (d), that it will not construct or install any structure, facilities, or equipment used in the storage, handling, or dispensing of fuel on the Premises unless, prior to any construction or installation, it has obtained the Landlord's approval in writing;

and all work shall be carried out at the cost of the Tenant;

Repair

- (f) that it will leave the Premises in good repair;

Landlord's Right of Entry

- (g) that the Landlord may enter the Premises and view the state of repair and the Tenant will repair according to notice;

Assign and Sublet

- (h) that it will not assign nor sublet without leave of the Landlord;
- (i) that the Landlord's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Lease requires the Tenant to perform, and the Tenant shall pay the Landlord's reasonable costs incurred in connection with the Tenant's request for consent;

Nuisance

- (j) that it will not carry on nor allow to be carried on or done on the Premises anything that:
 - (i) may be or become a nuisance to the Landlord or the public;
 - (ii) increases the hazard of fire or liability of any kind, over and above activities which are usually carried out at an airport; or
 - (iii) invalidates any policy of insurance for the Premises;

Regulations

- (k) that it will:
 - (i) comply promptly at its own expense with the legal requirements of all statutes, regulations and bylaws of all federal provincial and local authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Landlord or the Tenant; and without limiting this clause (k);
 - (ii) observe and comply with the provisions of the *Aeronautics Act* RSC 1985 C. A-2 as amended, and all rules and regulations made from time to time pursuant to the provisions of said Act and all successor legislation, and all rules and regulations by the Minister of Transport for Canada regarding the use of the airport or any portion thereof, and all local airport rules;
 - (iii) if approval has been granted pursuant to section 5(e), ensure that any and all structures, facilities and equipment used in the storage, handling, or dispensing of fuel on the Premises are built in strict compliance with the design, construction, operation, maintenance, and emergency response requirements and standards for the storage, handling, and dispensing of aviation fuels at aerodromes whether these requirements or standards are established by statute, regulations, bylaw, or are published or adopted by the Standards Council of Canada, or any other body or agency having jurisdiction.

Qualified Professional Report

- (l) that, if the Landlord's approval has been granted pursuant to section 5(e), and promptly upon the completion of the installation of any structures, facilities or equipment used in the storage, handling, or dispensing of fuel on the Premises, it will provide the Landlord with a report prepared by a qualified professional engineer, licensed to practice in British Columbia, and with experience in aviation fuelling facilities, certifying that all such structures, facilities or equipment are suitable and safe for the intended purpose, and are constructed and installed in compliance with all legal requirements and standards described in clause (k) of this lease;

Insurance

- (m) that it will insure and keep insured, while this Lease remains in force, with such companies and in such force as are acceptable to the Landlord, at the Tenant's expense, the following insurance:

- (i) during the term of this agreement the Tenant shall obtain, maintain and pay for the Commercial General Liability Insurance on an occurrence basis, in a form acceptable to the Landlord and with insurance companies duly licensed to transact business in the Province of British Columbia;
- (ii) such insurance shall be for not less than \$2,000,000 inclusive limits of liability with respect to bodily injury, including death, and property damage per occurrence and shall include coverage for all Premises, operations and improvements of the Tenant;

Notwithstanding the foregoing, the Landlord may from time to time notify the Tenant that the amount of insurance required by the Tenant pursuant to clause k(ii) be changed and the Tenant shall within one year of receiving such notice cause the amount of insurance to be changed to the amount specified in such notice and deliver to the Landlord written confirmation of such changes;

- (iii) that during the term, the Tenant shall take out and maintain a policy of insurance, in a form acceptable to the Landlord, insuring all buildings and structures on the Premises to the full insurable replacement value thereof against risk of loss or damage caused by or resulting from fire, flood, lightning, explosion, tempest, earthquake, or any additional peril against which a prudent Landlord normally insures, naming the Landlord as an additional insured party thereto, and shall provide the Landlord with a certified copy of such policy or policies;
- (iv) that if both the Landlord and the Tenant have claims to be indemnified under any insurance taken out under this Lease, the indemnity shall be applied first to the

settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant;

- (v) that it will provide, within Thirty (30) days of the date of this Lease, either a certified copy of the policies or a certificate of insurance acceptable to the Landlord;
- (vi) that the policies shall include endorsements adding the Landlord as an additional named insured and providing that the insurer will advise the Landlord in advance of any cancellation or material change, and will do so by written notice sent by registered mail;
- (vii) that the policies shall contain a cross-liability clause and breach of conditions clause protecting the named insured from acts of one named insured which may void or limit the protection afforded by the policy;

Indemnification

- (n) that it will indemnify the Landlord from and against all claims, lawsuits, damages, losses, costs, including legal costs, or expenses which the Landlord may incur by reason of:
 - (i) the use of the Premises by the Tenant, or the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises, and in respect of any loss, damage or injury sustained by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, where they are not covered by insurance or coverage has been denied by an insurer;
 - (ii) by reason of any defect in the Premises or any injury to any person or to any personal property contained on the Premises;
 - (iii) non-compliance by the Tenant with legal requirements under clause (j);

unless the claims, damages, losses, costs, expenses or injuries are the result of the negligence of the Landlord;

Builders Liens

- (o) that it will indemnify the Landlord from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Premises or any building or structure on the Premises, and the Tenant shall promptly take all legal

action necessary to cause any lien to be discharged. The Landlord shall be at liberty to file a notice of interest against title to the Premises pursuant to the *Builders Lien Act*;

Possession

- (p) that it will at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises without notice from the Landlord, any right to notice to quit or vacate being hereby expressly waived by the Tenant, any law, usage or custom to the contrary notwithstanding;

Maintenance

- (q) that it will maintain the Premises, at all times to an excellent standard of maintenance, subject to the satisfaction of the Landlord;
- (r) that it will provide receptacles for refuse and rubbish of all kinds, as well as remove such refuse and rubbish from the Premises at regular intervals and will not keep or leave any boxes, packing material or rubbish of any kind in or near the Premises or any passages connected with the same;
- (s) that it will keep clean and free from any rubbish, ice or snow, all walks, passages, yards and alleys on or adjacent to the Premises;

Signs

- (t) that it shall not display any sign, picture, advertisement, notice, lettering or direction on any part of the Premises without prior written approval of the Landlord.

6. ENVIRONMENTAL MATTERS

Definitions

For the purposes of this section 6:

“Contaminants” means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and

“Environmental Laws” means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

Tenant's Covenants and Indemnity

The Tenant covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Premises for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Landlord, which may be unreasonably withheld;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises;
- (c) to promptly provide to the Landlord a copy of any environmental site assessment, audit, report, or test results relating to the Premises conducted by or for the Tenant at any time and at the Landlord's request from time to time to obtain from an independent environmental consultant approved by the Landlord an environmental site assessment of the Premises or an environmental audit of the operations at the Premises, including any additional investigations as the environmental consultant may recommend and to promptly provide such written authorizations as the Landlord may require from time to time to make inquiries of any governmental authority regarding the Tenant;
- (d) to waive the requirement, if any, for the Landlord to provide a site profile for the Premises under the *Environmental Management Act* or any regulations pursuant thereto;
- (e) to maintain all environmental site assessments, audits, reports, and test results relating to the Premises in strict confidence (including without limitation any governmental authority) except as required by law, or to the Tenant's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Landlord, which consent may be unreasonably withheld;
- (f) to promptly notify the Landlord in writing of any release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property which could contaminate the Premises or subject the Landlord or the Tenant to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (g) on the expiry or earlier termination of this Lease, or at any time if requested by the Landlord or required by any governmental authority under Environmental Laws, to remove from the Premises all Contaminants, and to remediate by removal any contamination of the Premises or any adjacent property resulting from Contaminants, in either case brought onto, used at, or released from the Premises by the Tenant or any person for whom it is in law responsible. The Tenant shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Premises; and

- (h) to indemnify the Landlord and its shareholders, directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Premises and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this section 6 by the Tenant;
or
 - (ii) any release or alleged release of any Contaminants at or from the Premises related to or as a result of the use and occupation of the Premises or any act or omission of the Tenant or any person for whom it is in law responsible.

The obligations of the Tenant under this section 6 shall survive the expiry or earlier termination of this Lease.

7. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant for quiet enjoyment.

8. MISCELLANEOUS COVENANTS

It is hereby mutually agreed:

Re-entry

- (a) that the Landlord may re-enter the Premises on non-payment of rent, or non-performance of covenants;

Effect of Waiver

- (b) that the Landlord by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it does not waive its rights upon any subsequent breach of the same or any other covenant or condition of this Lease;

Holding Over

- (c) that if the Tenant holds over following the Term and the Landlord accepts rent, this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month, however, this clause shall not preclude lease term renewal without holdover;

Landlord's Payments

- (d) that if the Landlord incurs any damage, loss or expense or makes any payment for which the Tenant is liable under this Lease, then the Landlord may add the cost or amount of the damage, loss, expense, or payments to the rent and may recover it as if it were rent in arrears;

Time

- (e) that time shall be of the essence of this Lease;

Distress

- (f) that if the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use enough force necessary for that purpose and for gaining admittance to the Premises and the Tenant releases the Landlord from liability for any loss or damage sustained by the Tenant as a result;

Insolvency

- (g) that if
 - (i) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage; or
 - (ii) if a writ of execution issues against the goods or chattels of the Tenant; or
 - (iii) if the Tenant makes any assignment for the benefit of creditors; or
 - (iv) if the Tenant becomes insolvent or bankrupt; or
 - (v) being an incorporated company or society if proceedings are begun to wind up the company or society; or
 - (vi) if the Premises or any part of them becomes vacant and unoccupied for a period of Thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Lease without the written consent of the Landlord;

the Term shall immediately become forfeited and the then current month's rent for the three months next following shall immediately become due and payable as liquidated damages to the Landlord, and the Landlord may re-enter and repossess the Premises despite any other provision of this Lease;

Termination

- (h) this Lease may be terminated with the mutual consent of the Landlord and the Tenant;
- (i) that, in case of alterations, additions or improvements are made to the leased Premises by the Tenant, such alterations, additions and improvements may be removed by the Tenant within One Hundred and Twenty (120) days following the termination or expiration of this Lease, provided that the Tenant, at its own expense, shall repair any damage to the leased Premises caused by such removal or by the original installation and if any such alterations, additions and the improvements shall remain on the leased Premises after the time periods provided herein, they shall remain on the leased Premises without compensation to the Tenant therefore and they shall become the sole and exclusive property of the Landlord;

Notices

- (j) that any notice required to be given under this Lease shall be deemed to be sufficiently given:
 - (i) if delivered at the time of delivery; and
 - (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:
If to the Landlord:

Bag 340
Mackenzie, BC V0J 2C0

If to the Tenant:

Box 2367
Prince George, BC V2N 2S6

or at the address of a party may from time to time designate, then the notice shall be deemed to have been received forty eight (48) hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slowdown, lock-out or other labour dispute then the notice may only be given by actual delivery of it;

Net Lease

- (k) that this Lease shall be a completely carefree net lease to the Landlord as applicable to the Premises and the Landlord shall not be responsible during the Term for any cost,

charges, expenses, or outlays of any nature whatsoever in respect of the Premises or its contents except those mentioned in this Lease;

Interpretation

- (l) that when the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- (m) that the headings to the clauses in this Lease have been inserted as a matter of convenience and are for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision of it;

Binding Effect

- (n) that this Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;

Law Applicable

- (o) that this Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia;
- (p) that all provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;

Effective Date

- (q) that this Lease shall take effect as of the 1st day of January 2022 regardless of the dates of signing of this Lease.

IN WITNESS the parties have signed and sealed this Lease on the dates hereinafter set forth.

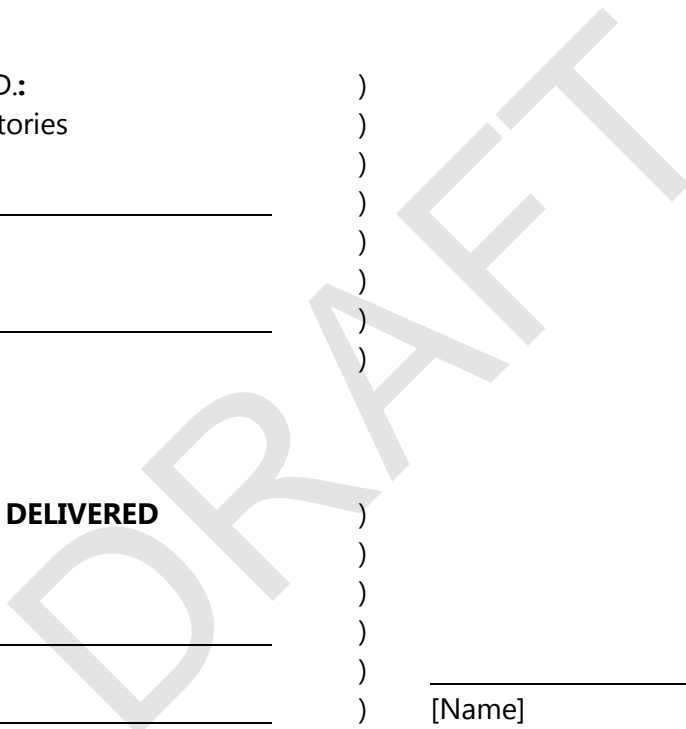
The **DISTRICT OF MACKENZIE**)
by its authorized signatories:)
)
_____)
Chief Administrative Officer)
)
)
)

R. KING HOLDINGS LTD.:)
by its authorized signatories)
)
_____)
Name:)
)
_____)
Name:)

OR

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
_____)
Witness)
_____)
Address)
_____)
_____)
Occupation)

[Name]



COUNCIL REPORT

To: Mayor and Council
From: Finance
Date: January 18, 2022
Subject: 2022 Provisional Operating and Capital Budgets

RECOMMENDATION:

THAT Council approves the 2022 Provisional Operating and Capital Budgets.

BACKGROUND:

In late November 2021 BC Assessment received and approved a closure allowance for a major industrial property which would reduce their 2022 assessment value by approximately 48%, therefore; reducing the tax revenue collected by approximately \$852,686. Due to the closure of the major industrial property, the District also saw a reduction from the 1% utility taxes from BC Hydro in the amount of \$124,750.

To cover the reduction in operating revenue, staff are proposing a combination of property tax increase, user fees & charges increase, reduction in operating expenses, reduction in annual transfer to reserves for new projects and funding from the Financial Stability Reserve.

The following table shows the proposed overall municipal tax revenue per property class:

Classes	2022 Proposed Tax Revenue	2021 Tax Revenue	Proposed Tax Increase per Property Class	% of increase
1 – Residential	1,713,338	1,570,429	142,909	9.10%
2 – Utilities	858,899	850,967	7,932	0.93%
4 – Major Industry	1,813,938	2,521,442	(707,504)	(28.06)%
5 – Minor Industry	259,816	238,145	21,671	9.10%
6 – Business Other	447,307	409,998	37,309	9.10%
8 – Rec Non Profit	187	171	16	9.35%
Total	5,093,485	5,591,152	(497,667)	(8.90)%

The BC Assessment 2022 completed assessment roll showed an overall increase to property assessments in Mackenzie, excluding Class 4 Major Industry. The following table provides a breakdown of the assessment changes per property class:

Classes	2022 Completed Roll Assessed Value	2021 Revised Roll Assessed Value	Increase/Decrease in Assessed Value	% of increase/decrease
1 – Residential	250,110,500	229,604,900	20,505,600	8.9%
2 – Utilities	21,691,650	21,442,595	249,055	1.2%
4 – Major Industry	37,389,900	56,293,500	(18,903,600)	(33.6)%
5 – Minor Industry	10,726,000	10,504,800	221,200	2.1%
6 – Business Other	51,477,150	48,768,600	2,678,550	5.5%
8 – Rec Non Profit	32,300	25,000	7,300	29.2%
Total	371,397,500	366,639,395	4,758,105	1.3%

As assessment values increase, tax rates will decrease to collect the same amount of taxes as the prior year. If a tax increase is proposed, the tax rate will increase but not at the same percentage of additional tax revenue collected. The following table shows the proposed increase/decrease municipal tax rate per property class:

Classes	2022 Proposed Tax Rate	2021 Tax Rate	Proposed Tax Rate Increase/Decrease
1 – Residential	6.8503	6.8397	0.15%
2 – Utilities	39.5958	39.6858	(0.23)%
4 – Major Industry	48.5141	44.7910	8.31%
5 – Minor Industry	24.2230	22.6701	6.85%
6 – Business Other	8.6945	8.4070	3.42%
8 – Rec Non Profit	5.7756	6.8397	(15.5)%

The provisional operating and capital budgets will be effective immediately until the 2022-2026 Financial Plan is adopted, by bylaw, no later than May 12, 2022. Any revisions from the provisional budgets will be reflected in the Financial Plan.

PUBLIC ENGAGEMENT:

As part of the budget process, and to engage residents, two special meetings were held regarding the proposed 2022 provisional operating and capital budget. The two meetings took place on November 8th and again on December 13th. These meetings gave the public an opportunity to provide comments, concepts, and ideas on how to adjust services or taxes to accommodate the potential revenue loss.



The 2022 municipal budget book is available on the District of Mackenzie website for further information on the proposed budgets. Proposed 2022 operating and capital budgets are attached.

COUNCIL PRIORITY:

Strong Governance and Finances

- As the municipality's elected governing body, we serve all residents and businesses in the community. We engage residents and stakeholders on important issues and make our decisions through open and transparent processes. We are careful in our use of resources, mindful of the need to maintain programs and services, while also meeting the community's infrastructure needs.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kerri Borne".

Kerri Borne
Chief Financial Officer

A handwritten signature in blue ink that reads "Diane Smith".

Approved for Submission to Council

DESCRIPTION	2022 PROVISIONAL BUDGET	2021 AMENDED BUDGET	2021-2022 BUDGET VARIANCE	% OF BUDGET INCREASE/DECREASE
GENERAL OPERATING REVENUE				
<i>TAXATION</i>				
TAXATION	5,093,485	5,591,152	(497,667)	(8.9%)
616 AREA	14,000	14,000	-	0.0%
1% UTILITIES TAX AND GRANTS IN LIEU	2,619,644	2,662,659	(43,016)	(1.6%)
	7,727,129	8,267,811	(540,682)	(6.5%)
SALES OF SERVICE	440,943	414,546	26,397	6.4%
RECREATION AND CULTURE	280,055	276,369	3,686	1.3%
	720,998	690,915	30,082	4.4%
<i>LICENCES AND PERMITS</i>				
BUSINESS LICENSE	40,000	40,000	-	0.0%
BUILDING/PLUMBING PERMIT REVENUE	17,000	17,000	-	0.0%
OTHER PERMITS/APPLICATIONS	1,225	1,275	(50)	(3.9%)
ANIMAL LICENSES	17,000	18,000	(1,000)	(5.6%)
	75,225	76,275	(1,050)	(1.4%)
<i>OTHER REVENUES</i>				
FINES	3,500	3,500	-	0.0%
RENTALS	233,630	232,000	1,630	0.7%
FRANCHISE FEES (FORTIS BC)	143,120	143,120	-	0.0%
RETURN ON INVESTMENTS	258,500	306,000	(47,500)	(15.5%)
TAXES PENALTIES AND INTEREST	42,500	73,000	(30,500)	(41.8%)
COMMUNITY FOREST	-	500,000	(500,000)	(100.0%)
MISCELLANEOUS	75,300	49,900	25,400	50.9%
TRANSFER FROM NFA SURPLUS - DEPRECIATION	1,544,955	1,544,955	-	0.0%
TRANSFER PREVIOUS YEARS SURPLUS AND OWN RESERVES	423,245	735,924	(312,679)	(42.5%)
	2,724,750	3,588,399	(863,649)	(24.1%)
<i>GRANTS</i>				
PROVINCIAL GRANTS - UNCONDITIONAL	505,505	560,505	(55,000)	(9.8%)
PROVINCIAL GRANTS - CONDITIONAL	131,742	150,766	(19,024)	(12.6%)
REGIONAL DISTRICT GRANTS	5,000	5,000	-	0.0%
OTHER FUNDERS	815,458	1,079,404	(263,946)	(24.5%)
	1,457,705	1,795,675	(337,970)	(18.8%)
TOTAL REVENUE	12,705,807	14,419,075	(1,713,268)	(11.9%)

DESCRIPTION	2022 PROVISIONAL BUDGET	2021 AMENDED BUDGET	2021-2022 BUDGET VARIANCE	% OF BUDGET INCREASE/DECREASE
GENERAL OPERATING EXPENSES				
<u>GENERAL GOVERNMENT</u>				
COUNCIL	211,951	208,926	3,025	1.4%
GRANTS & CHAMBER OF COMMERCE	217,150	244,900	(27,750)	(11.3%)
ADMINISTRATION	811,710	674,300	137,410	20.4%
FINANCE	658,290	733,886	(75,596)	(10.3%)
COMMON SERVICES/COMPUTER/MTCE	405,624	370,920	34,704	9.4%
ECONOMIC DEVELOPMENT	138,400	287,410	(149,010)	(51.8%)
ALLOCATION WATER/SEWER	(84,000)	(84,000)	-	0.0%
DEPRECIATION - General Government	50,004	50,004	-	0.0%
	2,409,129	2,486,346	(77,217)	(3.1%)
<u>PROTECTIVE SERVICE</u>				
FIRE DEPARTMENT	501,918	548,810	(46,892)	(8.5%)
FUEL MITIGATION	514,918	557,146	(42,228)	(7.6%)
INDUSTRIAL AREA FIRE BUILDING	9,200	8,877	323	3.6%
BUILDING INSPECTIONS	160,743	162,853	(2,110)	(1.3%)
BYLAW SERVICES	214,939	229,578	(14,639)	(6.4%)
EMERGENCY MANAGEMENT	7,700	7,700	-	0.0%
EMERGENCY SERVICES BLDG	57,311	31,311	26,000	83.0%
OTHER PROTECTIVE SERVICES	146,707	141,172	5,535	3.9%
DEPRECIATION - Protective Service	150,000	150,000	-	0.0%
	1,763,436	1,837,447	(74,011)	(4.0%)
<u>TRANSPORTATION SERVICES</u>				
TRANSPORTATION SERVICES	1,973,373	2,033,886.77	(60,514)	(3.0%)
DEPRECIATION - Public Works	615,000	615,000	-	0.0%
GARBAGE COLLECTION	329,152	329,447	(295)	(0.1%)
PUBLIC HEALTH	93,621	48,606	45,015	92.6%
DEPRECIATION - Public Health	48,765	48,765	-	0.0%
BEACHES AND PARKS	262,664	262,983	(319)	(0.1%)
	3,322,575	3,338,687	(16,112)	(0.5%)

DESCRIPTION	2022 PROVISIONAL BUDGET	2021 AMENDED BUDGET	2021-2022 BUDGET VARIANCE	% OF BUDGET INCREASE/DECREASE
<u>PARKS AND RECREATION SERVICES</u>				
PARKS AND PLAYGROUNDS	83,300	21,734	61,566	283.3%
RECREATION FACILITIES	2,729,760	3,095,223	(365,464)	(11.8%)
DEPRECIATION - Recreation Services	681,186	681,186	-	0.0%
LIBRARY	278,881	278,881	-	0.0%
	3,773,126	4,077,024	(303,898)	(7.5%)
<u>FISCAL SERVICES</u>				
FISCAL EXPENSES	10,250	11,450	(1,200)	(10.5%)
TRANSFER TO RESERVES	1,427,291	2,668,123	(1,240,832)	(46.5%)
TRANSFER TO SURPLUS	-	-	-	0.0%
CONTINGENCY	-	-	-	0.0%
	1,437,541	2,679,573	(1,242,032)	(46.4%)
TOTAL GENERAL EXPENSES	12,705,807	14,419,075	(1,713,268)	(11.9%)
REVENUE LESS EXPENSES				
NET SURPLUS (DEFICIENCY)	(0)			
<u>WATER OPERATIONS</u>				
REVENUE	756,598	1,151,783	(395,185)	(34.3%)
EXPENDITURES	756,598	1,151,783	(395,185)	(34.3%)
NET SURPLUS (DEFICIENCY)	-	-	-	
<u>SEWER OPERATIONS</u>				
REVENUE	602,595	651,688	(49,093)	(7.5%)
EXPENDITURES	602,595	651,688	(49,093)	(7.5%)
NET SURPLUS (DEFICIENCY)	-	-	-	

2.0% of potential property tax revenue directly transferred to
Capital Renewal Reserve (\$94,758)
5.5% of potential property tax revenue for operational costs (\$260,833)

* 2022 property tax value is based on the permanent loss of taxable assessment value due to closure of industrial property and proposed tax revenue increase

2022 Proposed Capital Budget

2022 Status	Year	Projects	BUDGET	From Reserves/ Funds	Reserve Fund	Grants/ Others	Comments
GENERAL GOVERNMENT							
carry over	2021	Municipal Hall Refresh	106,500	106,500	General/Renewal		\$76,500 General Capital, \$30,000 Capital Renewal
NEW	2022	Audio Visual Upgrades	197,175			197,175	COVID-19 Local Government Restart Grant
NEW	2021	Community Signage	54,194	54,194	General Capital		
			357,869	160,694		197,175	
PROTECTIVE SERVICES							
carry over	2020	Fire Hall Project	2,309,995	2,250,746	NCPG	59,249	UBCM, private donations
carry over	2021	RCMP HVAC Replacement	35,850			35,850	Federal - annual reconciliation
NEW	2022	New Ladder Truck	1,500,000	500,000	Fire Vehicle/Equip	1,000,000	Municipal Financing Loan
NEW	2022	Turnout Gear	40,000	40,000	Fire Vehicle/Equip		
			3,885,845	2,790,746		1,095,099	
TRANSPORTATION SERVICES							
NEW	2022	Road Paving	500,000	500,000	Gas Tax		
NEW	2022	Ashphalt Crack Router	27,500	27,500	Vehicle & Equip		
NEW	2022	Tar Kettle	70,500	70,500	Vehicle & Equip		
NEW	2022	Commercial Garbage Truck	305,000	305,000	Vehicle & Equip		
NEW	2022	Hot Patch Paver	92,000	92,000	Vehicle & Equip		
NEW	2022	Infrared Asphalt Recycler	18,000	18,000	Vehicle & Equip		
NEW	2022	Air Compressor	22,000	22,000	Vehicle & Equip		
NEW	2022	All Terrain Vehicle	45,000	45,000	Vehicle & Equip		
			1,080,000	1,080,000		-	
PARKS AND RECREATION SERVICES							
carry over	2021	Recreation Roof Replacement	352,500	352,500	Capital Renewal		
carry over	2021	Signature Trail Project	645,948	121,489	General Capital	524,459	\$683,000 FLINRO, NDIT, CNC \$110,000 Deferred Revenue
NEW	2022	Energy Reductions Project	2,994,692	598,938	Capital Renewal	2,395,754	Community Buildings Program grant (pending)
NEW	2022	Audio Visual Upgrades	143,700			143,700	COVID-19 Local Government Restart Grant
NEW	2022	Recreation Centre Cladding Replacement	50,000	50,000	Capital Renewal		
NEW	2022	Pool Upgrades	50,000	50,000	Capital Renewal		
NEW	2022	Squash/Basketball Court	90,000	36,100	General Capital	53,900	NDIT grant
			4,326,840	1,209,027		3,117,813	
Total General Funds			9,650,554	5,240,467		4,410,087	
WATER							
NEW	2022	Pressure Reducing Valves Replacement	351,750	351,750	Water		
NEW	2022	Gantahaz Pipe & Meter Replacement	56,000	56,000	Water		
NEW	2022	Gantahaz Well #4 Above Ground Vault	76,300	76,300	Water		

2022 Status	Year	Projects	BUDGET	From Reserves/ Funds	Reserve Fund	Grants/ Others	Comments
			484,050	484,050		-	
SEWER							
NEW	2022	Lagoon Outfall Chamber	83,200	83,200	Sewer		
NEW	2022	Sewer Line Rehabilitation	115,000	115,000	Sewer		
			198,200	198,200		-	
Total Water and Sewer Funds			682,250	682,250		-	
PROPOSED 2022 CAPITAL BUDGET			10,332,804	5,922,717		4,410,087	

COUNCIL REPORT

To: Mayor and Council
From: Administration
Date: January 18, 2022
Subject: COVID-19 Safe Work Policy 1.21 Reinstatement

RECOMMENDATION:

THAT Council reinstate COVID-19 Safe Work Policy 1.21.

BACKGROUND:

In the January 7, 2022 COVID-19 update by the Province of British Columbia it was stated that employers must go back to their COVID-19 policies, instead of the recently introduced "Communicable Disease Plan".

The District of Mackenzie will abide by the orders of the Province, and it recommended Council endorse the policy and acknowledge that it is a living document that will need to be amended to adapt the rapidly changing provincial legislation and guidelines.

COUNCIL PRIORITY:

Strong Governance and Finances

- The residents of Mackenzie feel engaged and informed on major decisions, policies and initiatives taken by the District.

Respectfully Submitted,



Kaleena Wilson
Human Resources Coordinator



Approved for Submission to Council

DISTRICT OF MACKENZIE

COVID-19 Safe Work Policy 1.21

Established by Council on June 8, 2020 – Resolution No. 31498
Rescinded by Council on October 12, 2021 – Resolution No. 32156

Purpose:

The District of Mackenzie (District) has developed a Safe Work Plan (Plan) for the District Office now that the pandemic curve is flattening. This Plan represents the minimum standards that employers must meet based on the information from the Provincial Health Officer (PHO), the Ministry of Health, the Province of BC and WorkSafe BC. The District will continue to take direction from the advice of the PHO and the Provincial Government. How the District interacts with the public will change.

To develop this Plan, a hazard analysis was completed based on the "Hierarchy of Controls for COVID-19" as recommended by the PHO. This framework addresses Physical Distancing followed by Engineering Controls, Administrative Controls and lastly, Personal Protective Equipment (PPE) to reduce transmission. The application of these control measures will assist in mitigating potential hazards to maintain a safe workplace.

HAZARDS	CONTROL	MITIGATION
<p>During the pandemic response, there is a risk of transmission whenever people come into contact with one another, share close physical space, and touch common surfaces.</p> <ul style="list-style-type: none"> • Physical: touching surfaces that are potentially contaminated with coronavirus particles • Biological: inadvertent exposure to a viral contagion or inadvertent contamination of a shared workspace or common area with easily transmissible viral particles 	<p>Physical*</p>	<ul style="list-style-type: none"> • Signage should be installed regarding physical distancing including visual cues ("step" stickers) for areas where customers are required to queue • Common areas (public and employee) should be arranged to allow for physical distancing • Alternative solutions to conducting business meetings should be considered • Cleaning/disinfecting procedures for workspace, shared workspaces and common areas including vehicles to reduce surfaces that may potentially be contaminated with coronavirus particles, should be considered

HAZARDS	CONTROL	MITIGATION
<p>Biological: inadvertent exposure to a viral contagion or inadvertent contamination of a shared workspace or common area with easily transmissible viral particles by an employee who is carrying or showing symptoms of COVID-19.</p>	<p>Engineering (i.e., Renovations)</p>	<p>Some workspaces may require physical barriers installed</p> <ul style="list-style-type: none"> • Workspaces that are shared between two (2) or more employees may be re-arranged to accommodate physical distancing or may require further steps of action to ensure physical distancing • Provide means for the general public to provide payment with minimal or no contact with staff • Place hand sanitizer station near entrance doors, pay station and other high touch locations for customers and employees
<p>Pandemic-related hazards include:</p> <ul style="list-style-type: none"> • Physical: touching surfaces that are potentially contaminated with coronavirus particles • Biological: inadvertent exposure to a viral contagion or inadvertent contamination of a shared workspace or common area with easily transmissible viral particles • Chemical: exposure to disinfectants/nitrile or latex gloves/environmental sensitivities • Psycho-social: mental distress/anxiety 	<p>Administrative</p>	<p>Provide a Policy and/or a Procedure which address the following:</p> <ul style="list-style-type: none"> • Self-monitoring • Guidance on document handling • Cleaning/disinfecting procedures • Signage • Business meeting protocols (for both off-site and on-site) • Stress, anxiety, and mental health awareness • Proper hygiene practices
<p>Biological and Chemical (as above)</p>	<p>Personal Protective Equipment (PPE)*</p>	<p>Note: information regarding use of PPE will be addressed by administrative policy and procedure</p>

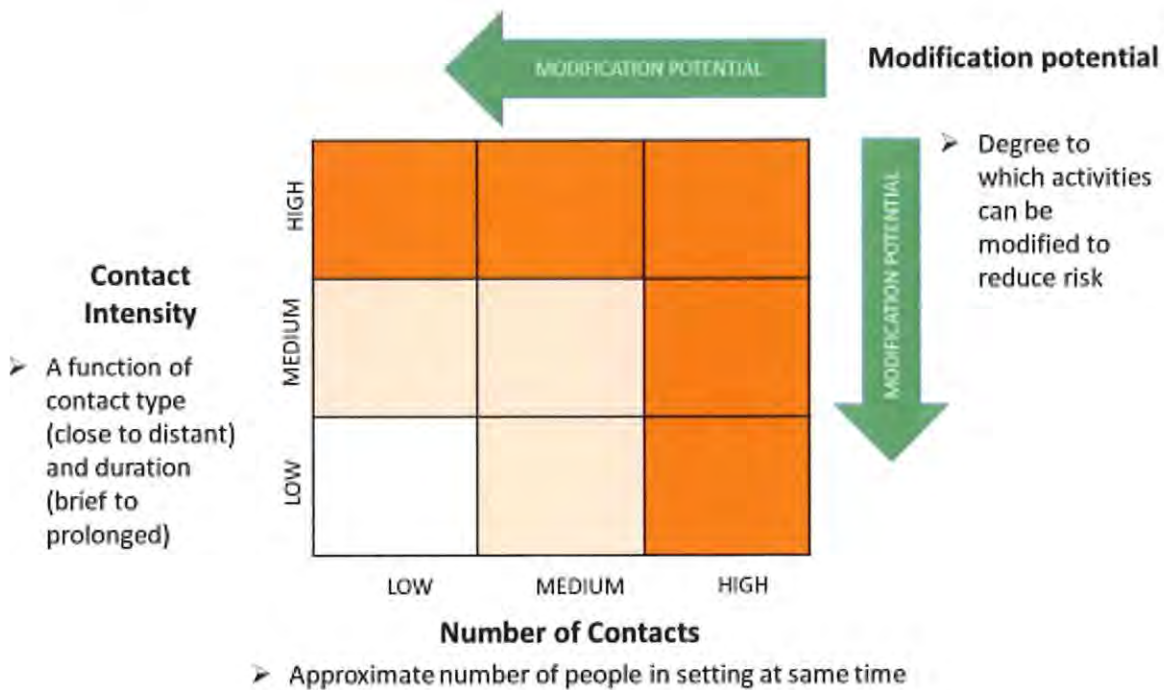
The District has focused on non-PPE controls being put in place, specifically physical distancing. Most District employees will not require PPE for protection against coronavirus unless they are in specific situations such as cleaning public washrooms or treating wastewater.

A large portion of the Plan relies on the implementation of the associated operating procedure which contains more details in respect to the controls listed in the table.

To address COVID-19 health and safety concerns in the workplace, the Chief Administrative Officer (CAO), or Directors/Managers as directed by the CAO, will be communicating updates to employees in respect to the pandemic response and any changes to necessary steps or actions required.

Risk Matrix:

The risk of transmission in organizational settings and public institutions is subject to two variables that we need to modify to reduce transmission risk: contact intensity (how close you are to someone and for how long); number of contacts (how many people are in the same setting at the same time).



Modifying from high to low can be based on a range of actions:

- Physical distancing measures – to reduce density of people
- Engineering controls – physical barriers, increased ventilation
- Administrative controls – rules and guidelines
- Non-medical masks

Scope:

This policy applies to all employees, including exempt staff and Council, CUPE members, committee members and volunteers.

Principles:

1. STAYING INFORMED

- a) Employees are encouraged to stay up-to-date and informed on the pandemic and follow public health advice, as information may change from time to time.

Please visit the following agencies websites for the most recent updates regarding the outbreak and factual information about COVID-19:

- **Federal Government**
(<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>)
- **Province of BC**
(<https://www2.gov.bc.ca/gov/content/safety/emergency-preparedness-response-recovery/covid-19-provincial-support>)
- **BC Centre for Disease Control**
(<https://www2.gov.bc.ca/gov/content/safety/emergency-preparedness-response-recovery/covid-19-provincial-support>)
- **HealthLink BC**
(<https://www.healthlinkbc.ca/health-feature/coronavirus-disease-covid-19>)
- **Northern Health**
(<https://www.northernhealth.ca/>)

2. SELF MONITORING:

- a) Pre-mitigation, including reporting and self-screening, will help to identify possible COVID-19 positive employees and proactively remove risks that they could inadvertently introduce coronavirus into the workplace.
- b) Employees who are fully vaccinated and have mild symptoms do not require a covid test but must isolate for 5 days.
- c) Employees who are not vaccinated, or who are partially vaccinated, and display symptoms must arrange for a covid test. Upon receiving results, the current isolation requirements for our region must be followed.
- d) Employees **must** also stay at home when sick to avoid spreading illness to others, even if symptoms are not consistent with COVID-19, as you may be non-symptomatic. If you are ever unsure, please call 811 and consult with a professional.

3. PHYSICAL DISTANCING:

- a) Physical distancing reduces the potential of coronavirus being transmitted through airborne droplets. There is a possibility that even non-symptomatic carriers of coronavirus may transmit the virus in this manner, so physical distancing should always be observed, even in cases when people do not display symptoms of COVID-19.
- b) Access to District workplaces should be limited and alternative methods, such as video or conference calls, be used for conducting business to prevent close personal contact.
- c) Lunchrooms, break rooms, meeting rooms, reception and common areas will be arranged to follow physical distancing practices. However, employees are discouraged from using these areas whenever possible.
- d) Employees should remain in their primary work areas and facilities and not visit other facilities unless absolutely necessary.
- e) Whenever possible, employees should travel alone in vehicles to ensure physical distancing.
- f) Should a task require close personal contact, appropriate PPE and additional mitigation measures should be considered and discussed with your manager.
- g) Only essential business travel should be considered until further notice.
- h) If there are cases where, in a shared workspace, physical distancing cannot be maintained, a more comprehensive risk assessment should be undertaken in collaboration with the Joint Occupational Health and Safety Committee (JOHSC). Consideration should be given to the type of task(s), and whether there are alternatives.

PERSONAL HYGIENE (please refer to COVID-19 Safe Work Procedure):

- a) Employees should practice proper "hand hygiene" techniques often, as it is the single-most effective way of reducing the spread of infection.
- b) Proper *respiratory etiquette* should also be followed.
- c) Touching your face, including eyes, nose or mouth should be avoided and hands washed or sanitized following such touching.

5. ENHANCED CLEANING/DISINFECTING:

- a) Janitorial services are provided at all facilities; however, employees should still disinfect common areas and other high touch surfaces following their use throughout the day.

- b) Employees should ensure regularly touched surfaces are disinfected frequently within their own workspace(s). Follow the proper procedural guidelines outlined in Sanitizing Work Surfaces – Safe Work Procedure.

6. SHARED WORKSPACES/EQUIPMENT INCLUDING VEHICLES:

- a) Employees are discouraged from sharing equipment (i.e., pens, phones, other tools).
- b) The need to share workspaces and equipment will be minimized.
- c) When it is necessary to use a common workstation or piece of equipment, such as photocopiers or cash registers, the surface should be disinfected before and after use. If you are in doubt about the cleanliness of an area or item, employees are encouraged to disinfect the area or item before and after use to reduce the risk of contamination.
- d) In the event of a potential COVID case in a shared workspace, workstation or with a person using shared equipment, the station/equipment should not be used until a *deep clean* can be performed which is to be delegated by the employee's manager. Follow the proper procedural guidelines outlined in the COVID-19 Safe Work Procedure. Employees affected by the deep clean will be accommodated to ensure safety during the cleaning period, which will be delegated by your manager.
- e) Limit the exchange of papers. If documents must be exchanged, follow the proper procedural guidelines outlined in the COVID-19 Safe Work Procedure.
- f) Employees who use municipal vehicles must ensure that high contact surfaces within the vehicle are routinely disinfected. Follow the proper procedural guidelines outlined in the COVID-19 Safe Work Procedure.

7. PERSONAL PROTECTION EQUIPMENT (PPE)

- a) Facial masks are mandatory in all indoor situations. Employees are responsible for proper disposal or frequent cleaning of them, dependent on which type they choose to utilize. Appropriate masks will be provided to employees to complete their job requirements.
- b) Gloves will be provided and while gloves may provide protection for your hands, they do not prevent of the transfer of coronavirus to other surfaces. Frequent hand washing is mandatory even when wearing gloves.

STRESS/ANXIETY/MENTAL HEALTH AWARENESS

- a) Practice self-care. Emotional stress, anxiety or concern is natural under the present circumstances. Anyone who feels they are experiencing negative mental health implications should seek assistance as soon as possible.

- b) All employees have access to our Employee and Family Assistance Program through *Lifeworks*. Please contact Human Resources for full details.

DOCUMENTATION AND TRAINING:

- a) Each department Director/Manager will train District Office employees on the policies, practices, and procedures due to the COVID-19 pandemic and keep records of that training.
- b) If employees have any concerns, they may discuss them with their managers or with the Joint Occupational Health and Safety Committee (JOHSC).

COUNCIL REPORT

To: Mayor and Council
From: Finance
Date: January 18, 2022
Subject: 2022 Water, Sewer and Garbage Bylaw Amendment

RECOMMENDATION:

THAT Council receives this report for information.

BACKGROUND:

Utility services provided by the District of Mackenzie include water, sewer, and garbage. These services are intended to be self-funded, meaning the full cost of the programs are funded by user fees, including the costs related to managing the life cycle of capital assets. User fees are adjusted annually to offset any changes in the cost to deliver the service.

Asset management is one of the tools used for long term financial planning as it has the data on asset inventory, value, condition, how much it will cost to be replaced and how it will be funded. As the community ages, operations are seeing more deficiencies in infrastructure and the need for replacement. Currently we have not reached the point where the services are self-funded, in particularly the cost for replacing aging infrastructure.

A report was brought to council in October 2020 to adopt a new Reserve and Surplus Policy. Within the council report there was mention of annual funding of reserves and a commitment to make annual transfers to reserves for aging infrastructure. Reserve and Surplus Policy 3.18 also includes a minimum and optimum level of reserves. Water Capital and Sewer Capital have their own reserves while garbage vehicles/infrastructure are included in the Vehicle & Equipment Replacement Reserve.

Reserves	Est. Value at Dec 31, 2021
Water Capital	\$1,315,414
Sewer Capital	\$143,445
Vehicle & Equipment Replacement	\$3,332,913

*capital costs for garbage delivery service are included in the Vehicle & Equipment Replacement Reserve

After review of the funds in reserves, it was determined that rather than increase the 2021 bylaw user fees, remove the early payment discount from the bylaw which would result in a 10% revenue increase that would be allocated to reserves for 2022. In addition to removing the early payment discount, a 10% late payment penalty would be included in the bylaw.

Proposed increases to reserves per utility:

	Transfer to Reserve no discount	Transfer to Reserve with discount	Change
0% rate increase			
Water	\$229,217	\$170,000	\$59,217
Sewer	\$188,640	\$151,247	\$37,393
Residential Garbage	\$85,960	\$72,380	\$13,580
Commercial Garbage	\$14,658	\$13,667	\$991

Proposed increase to residential customers:

	2022 Billed Rate (bylaw rate)	2021 Billed Rate (bylaw rate with 10% discount)	Change
Water	\$381.43	\$346.75	\$34.68/yr or \$2.89/mth
Sewer	\$249.11	\$226.46	\$22.65/yr or \$1.89/mth
Weekly Garbage	\$175.32	\$159.38	\$15.94/yr pr \$1.33/mth
Bi-weekly Garbage	\$148.44	\$134.95	\$13.49/yr or \$1.12/mth

Proposed increase to commercial customers:

	2022 Billed Rate (bylaw rate)	2021 Billed Rate (bylaw rate with 10% discount)	Change
Water (minimum charge)	\$341.64	\$310.56	\$31.08/yr or \$2.59/mth
Sewer (minimum charge)	\$296.04	\$269.10	\$26.94/yr or \$2.25/mth
Garbage (2 yard bin 1pickup/wk)	\$1,020.00	\$927.27	\$92.73/yr pr \$7.73/mth
Garbage (3 yard bin 1pickup/wk)	\$1,289.52	\$1,172.29	\$117.23/yr pr \$9.77/mth
Garbage (4 yard bin 1pickup/wk)	\$1,559.16	\$1,417.42	\$141.74/yr pr \$11.81/mth



New Water, Sewer, and Garbage Bylaws 1466, 1467, and 1468 have been included in the Bylaw section of the agenda for Council's consideration.

COUNCIL PRIORITY:

Strong Governance and Finances

As the municipality's elected governing body, we serve all residents and businesses in the community. We engage residents and stakeholders on important issues and make our decisions through open and transparent processes. We are careful in our use of resources, mindful of the need to maintain programs and services, while also meeting the community's infrastructure needs.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Kerri Borne".

Kerri Borne
Chief Financial Officer

A handwritten signature in black ink that reads "Diane Smith".

Approved for Submission to Council

COUNCIL REPORT

To: Mayor and Council
From: Administration
Date: January 18, 2022
Subject: Enbridge Investigative Use Areas

RECOMMENDATION:

THAT Council directs Administration on how to respond to the referral request.

BACKGROUND:

Enbridge Inc. has requested comment from the District of Mackenzie regarding proposed geophysical and geotechnical investigative work scheduled to commence Q1/Q2 of 2022 near the District of Mackenzie. The due date for a response is February 5, 2022.

Enbridge will be conducting geophysical and geotechnical investigative work to support route feasibility and future planning for the West Coast Connector Gas Transmission Project (WCGT) along the route. They will be looking to provide further characterization of the rock and soil formations along the proposed route for design and planning including watercourse crossings and determining the safest route.

The reason for the investigative work is to determine the best watercourse crossing methods as there are different types of methods and certain methods are more effective than others depending on the geophysical characteristics and environmental sensitivities.

Geotechnical investigations involve the clearing of small pads to allow drill rigs to be set up. These drill rigs are used to collect subsurface samples that are used to analyze geological conditions beneath the surface that allow for better understanding during routing design of potential watercourse crossings. The number and depths of the investigative sites are not known at this time as site will have its own unique characteristics related to access, logistics, site layout, water access and permit restrictions. The specifics will be a part of the British Columbia Oil and Gas Commission permitting process for more information please refer to attachment A.

The British Columbia Environmental Assessment Office issued an Environmental Assessment Certificate to WCGT Ltd. for the project on November 25th, 2014 and later granted a 5-year extension to the certificate on April 25th, 2019.

WCGT Ltd. will be applying for investigative use permits from the British Columbia Oil and Gas Commission with the intent to conduct investigative work starting in Q1/Q2 2022. Please see attached maps for reference of the project area in attachment B.

The application area is located in the Northwest quadrant of the District's boundary affecting OCP zones NR - Natural Resource, RR-R - Rural Reserve and NE - Natural Environment. See attached OCP map attachment C as well as the OCP definitions in attachment D.

Previously Enbridge has brought forth geophysical investigative work at the Regular Council Meeting of June 14, 2021, and at that meeting it was moved to request a meeting with Enbridge for further information please see attachment E for the report to council. At the council meeting of July 26, 2021, Enbridge provided an update and additional information surrounding the Westcoast Gas Transmission project as well as the scope of work to be completed.

Based on the information presented, Council is being asked to consider:

1. Providing a written response setting out the reasons why the proposed activities that will be the subject of WCGT application to the OGC should not be carried out or should be modified and/or
2. Requesting a meeting with WCGT to discuss the proposed activities.

COUNCIL PRIORITIES:

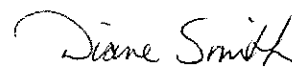
Strong Governance and Finances

- As the municipality's elected governing body, we serve all residents and businesses in the community. We engage residents and stakeholders on important issues and make our decisions through open and transparent processes. We are careful in our use of resources, mindful of the need to maintain programs and services, while also meeting the community's infrastructure needs.

Respectfully Submitted,



Luke Thorne
Land & Environmental Programs Coordinator



Approved for Submission to Council

Attachment A



Enbridge
3985 22nd Avenue
Prince George, BC
V2N 1B7

January 5, 2022

Dear Recipient,

**Re: Westcoast Connector Gas Transmission Project
Proposed 2022 Geotechnical Investigative Studies Notification Letter**

Westcoast Connector Gas Transmission Ltd. (WCGT Ltd.), an Enbridge company, is writing to notify you of upcoming geophysical and geotechnical investigative work scheduled to commence in Winter 2022. This program will support the ongoing route feasibility assessment and future planning efforts for the WCGT Project (the Project). Specifically, this work will provide further characterization of the rock and soil formations along the proposed route for design planning, including watercourse crossings, and determining the safest route.

Project Description

The British Columbia Environmental Assessment Office (BC EAO) issued an Environmental Assessment Certificate (Certificate) to WCGT Ltd. for the Project on November 25, 2014, and later granted a 5-year extension to the Certificate on April 25, 2019. The WCGT Project approved in the Certificate includes the potential to build two 48-inch diameter natural gas pipelines within the same right-of-way along with accompanying compressor stations that could potentially service multiple Liquefied Natural Gas (LNG) terminal sites starting in northeast BC and ending on the north coast near Prince Rupert.

Since the Certificate extension, WCGT Ltd. has continued to assess the viability of the Project and has been working with potential terminal proponents and local communities to develop the opportunity while conducting the work required to ready the Project for potential construction.

Proposed Activities

WCGT Ltd. will be applying for investigative use permits (IUPs) from the British Columbia Oil and Gas Commission (BC OGC) with the intent to conduct investigative work this upcoming Q1/Q2 2022. Please refer to the **enclosed maps and factsheet**, that identify the location of the proposed work and provides further information about the Project.

The work we will undertake on geophysical and geotechnical investigative studies helps us determine what watercourse crossing methods will work best and refine the proposed design at each location. There are different types of water crossing methods, and certain methods are more effective than others depending on the unique characteristics of the geology at each water crossing, the type of water body, and any environmental sensitivities.

Geotechnical investigations involve the clearing of small pads to allow drill rigs to be set up. These drill rigs are used to collect subsurface samples that are used to analyze geological conditions beneath the surface that allow for better understanding during routing design of potential watercourse crossings.

The program will consist of the use of potentially two main types of equipment: tracked mounted drill rig (shown in the left photo below) and a heli-portable drill rig with associated support equipment (shown in the right photo below). A truck or wheel mounted drill rig (bottom photo below) may also be used if access is considered to be adequate.



Clearing is required to create a safe workspace at drill pad locations, helicopter landing pads and equipment access trails (this includes deadfall along the edge of a work pad or access trail).

The number and depths of the investigative sites cannot be exactly specified at this time as each site will have its own unique characteristics related to access requirements, logistics, site layout, water access, permit restrictions, etc. The specifics of each site including archaeological assessments will be part of the more detailed BC OGC permitting process.



Response and Contact Information

As the party being notified and falling within the prescribed Project area, you may provide a written response to **WCGT Ltd.** within 30 days of receiving this notification either advising that you do not object to the application to the BC OGC or doing one or both of the following:

1. Setting out the reasons why the proposed activities that will be the subject of the application should not be carried out or should be modified; and/or,
2. Requesting a meeting with Enbridge to discuss the proposed activities.

If a request to meet is included in your response, please provide additional contact information and a schedule outlining the best time to contact you for further discussions. Written submissions may be sent by mail or email to the following addresses:

Enbridge

200, Fifth Avenue Place

425 - 1st Street S.W.

Calgary AB T2P 3L8

Attention: Vanessa Walsh (Land Analyst)

Email: Vanessa.Walsh@enbridge.com

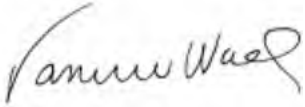
You may also make a written submission directly to the BC OGC. Written submissions can be sent by e-mail to OGC.WrittenSubmissions@bcogc.ca or by mail to one of the following OGC offices:

- Fort St. John: Bag 2, Fort St. John, BC V1J 2B0
- Dawson Creek: #3-1445 102 Avenue, Dawson Creek, BC V1G 2E1

For any additional information about the Project, please contact:

Graham Genge
Sr. Advisor, Community and Indigenous Engagement
Email: Graham.Genge@enbridge.com
Phone: 250-641-8792

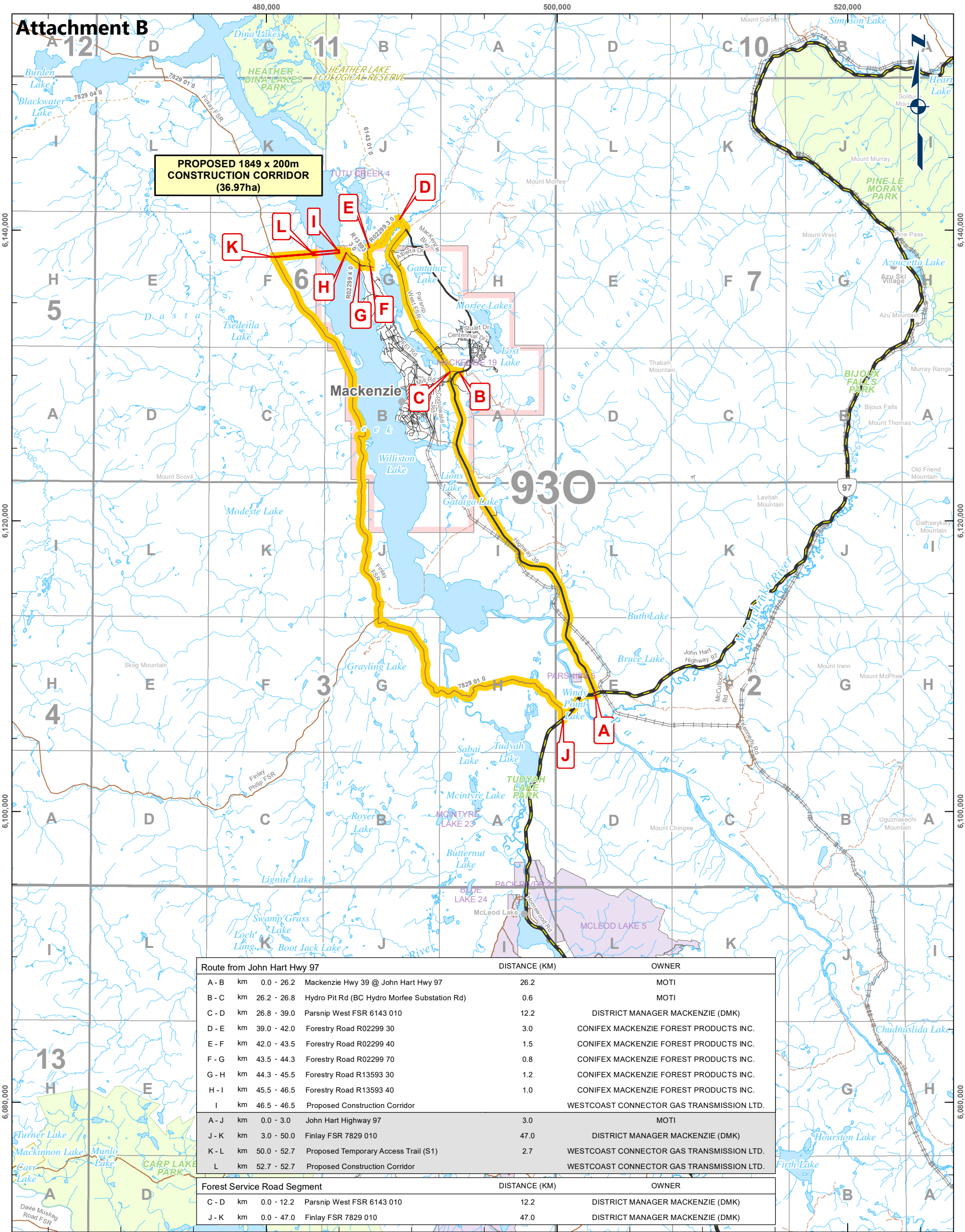
Yours sincerely,

A handwritten signature in black ink, appearing to read "Vanessa Walsh". The signature is written in a cursive, flowing style.

Vanessa Walsh, Land Analyst

***In case of any emergency please contact Enbridge's 24-hour emergency number
1-800-663-9931.***

Attachment B



**PROPOSED 1849 x 200m
CONSTRUCTION CORRIDOR
(36.97ha)**

Route from John Hart Hwy 97			DISTANCE (KM)	OWNER	
A - B	km	0.0 - 26.2	Mackenzie Hwy 39 @ John Hart Hwy 97	26.2	MOTI
B - C	km	26.2 - 26.8	Hydro Pit Rd (BC Hydro Morfee Substation Rd)	0.6	MOTI
C - D	km	26.8 - 39.0	Parsnip West FSR 6143 010	12.2	DISTRICT MANAGER MACKENZIE (DMK)
D - E	km	39.0 - 42.0	Forestry Road R02299 30	3.0	CONIFEX MACKENZIE FOREST PRODUCTS INC.
E - F	km	42.0 - 43.5	Forestry Road R02299 40	1.5	CONIFEX MACKENZIE FOREST PRODUCTS INC.
F - G	km	43.5 - 44.3	Forestry Road R02299 70	0.8	CONIFEX MACKENZIE FOREST PRODUCTS INC.
G - H	km	44.3 - 45.5	Forestry Road R13593 30	1.2	CONIFEX MACKENZIE FOREST PRODUCTS INC.
H - I	km	45.5 - 46.5	Forestry Road R13593 40	1.0	CONIFEX MACKENZIE FOREST PRODUCTS INC.
I	km	46.5 - 46.5	Proposed Construction Corridor		WESTCOAST CONNECTOR GAS TRANSMISSION LTD.
A - J	km	0.0 - 3.0	John Hart Highway 97	3.0	MOTI
J - K	km	3.0 - 50.0	Finlay FSR 7829 010	47.0	DISTRICT MANAGER MACKENZIE (DMK)
K - L	km	50.0 - 52.7	Proposed Temporary Access Trail (S1)	2.7	WESTCOAST CONNECTOR GAS TRANSMISSION LTD.
L	km	52.7 - 52.7	Proposed Construction Corridor		WESTCOAST CONNECTOR GAS TRANSMISSION LTD.

Forest Service Road Segment			DISTANCE (KM)	OWNER	
C - D	km	0.0 - 12.2	Parsnip West FSR 6143 010	12.2	DISTRICT MANAGER MACKENZIE (DMK)
J - K	km	0.0 - 47.0	Finlay FSR 7829 010	47.0	DISTRICT MANAGER MACKENZIE (DMK)

- PROJECT FEATURES**
- Proposed Construction Corridor
- Proposed Temporary Access Trail
- Proposed Pipeline R/W
- Route Access
- TRANSPORTATION**
- Highway
- Paved Road
- Highgrade Gravel
- Lowgrade Gravel
- Winter Road
- Cutline/Trail
- Railway Singletrack
- Railway Abandoned
- MUNICIPAL**
- Municipality
- Large Municipality
- First Nations Reserve
- ENVIRONMENT**
- Muskwa-Kechika Management Area
- Provincial Park
- Other Protected Area
- WATER FEATURES**
- Lake, River, Lagoon, Dugout
- Stream, Canal, Oxbow, Ditch

WESTCOAST CONNECTOR GAS TRANSMISSION LTD.

**ACCESS MAP SHOWING
PROPOSED 1849 x 200m CONSTRUCTION CORRIDOR WITHIN
UNITS 61, 62, 71 AND 72, BLOCK F AND UNITS 70, 79 AND 80,
BLOCK G, ALL WITHIN 93-O-6 (WILLISTON RESERVOIR)**

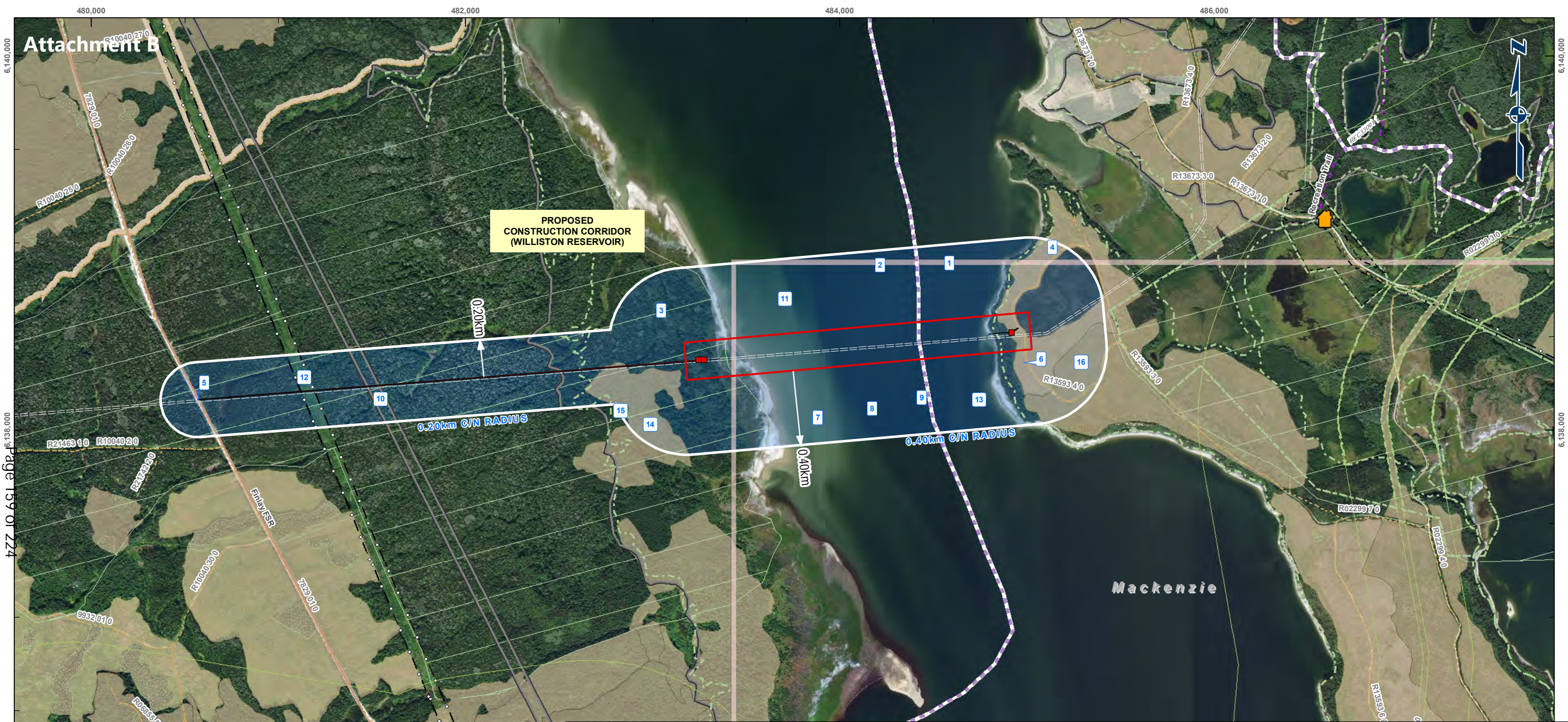


Universal Transverse Mercator (Zone 10)
North American Datum (1983)

Rev.	Revision Description	Initials	Date (Y/M/D)
0	Original Map Prepared	LLW	2021/12/10



Client File: -	Job # 21-04247-001	Drawn By: LLW	0 Sheet 1 of 1
AFE No.: -	B.C.G.S. 930.034	Checked By: TB	
Ref. No.: 21-04247-001-SK04-R0_Williston Reservoir		Date: Dec 10, 2021	
File Name: 21-04247-001-AM04-R0_Williston-Reservoir.mxd		Image: -	



Page 159 of 224

- | | | | |
|--|---|--|---|
| <p>PROJECT FEATURES</p> <ul style="list-style-type: none"> ■ Proposed Features Ground Disturbance/Leases Pipeline <p>TRANSPORTATION</p> <ul style="list-style-type: none"> Highway Paved Road Highgrade Gravel Lowgrade Gravel Winter Road Cutline/Trail Forestry Road Rec Trail Railway | <p>MISCELLANEOUS</p> <ul style="list-style-type: none"> Mineral / Coal Tenure Mineral Reserve Recreation Protected Grazing Tenure Trapper Guide ■ Civic Address ■ Trapper Cabin <p>MUNICIPAL</p> <ul style="list-style-type: none"> Municipality Large Municipality First Nations Reserve Parcel | <p>CROWN TENURES</p> <ul style="list-style-type: none"> Watershed Reserve Waterpower Windpower Agriculture Env. Conserv. & Rec. Industrial Communication Utility Transportation Electric Power Line Quarrying | <p>ENVIRONMENTAL</p> <ul style="list-style-type: none"> Muskwa-Kechika Management Area Provincial Park Other Protected Area <p>FORESTRY</p> <ul style="list-style-type: none"> Cutblock/Opening Forest Cover Reserve Community Forests Woodlots |
|--|---|--|---|

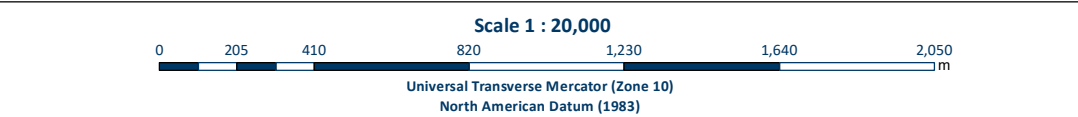
Rev.	Revision Description	Initials	Date (Y/M/D)
0	Original Map Prepared	LLW	2021/12/10
1	Add 200m Access Trail Radius	LLW	2021/12/15



WESTCOAST CONNECTOR GAS TRANSMISSION LTD.

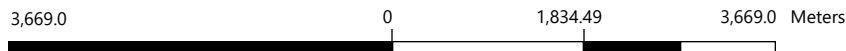
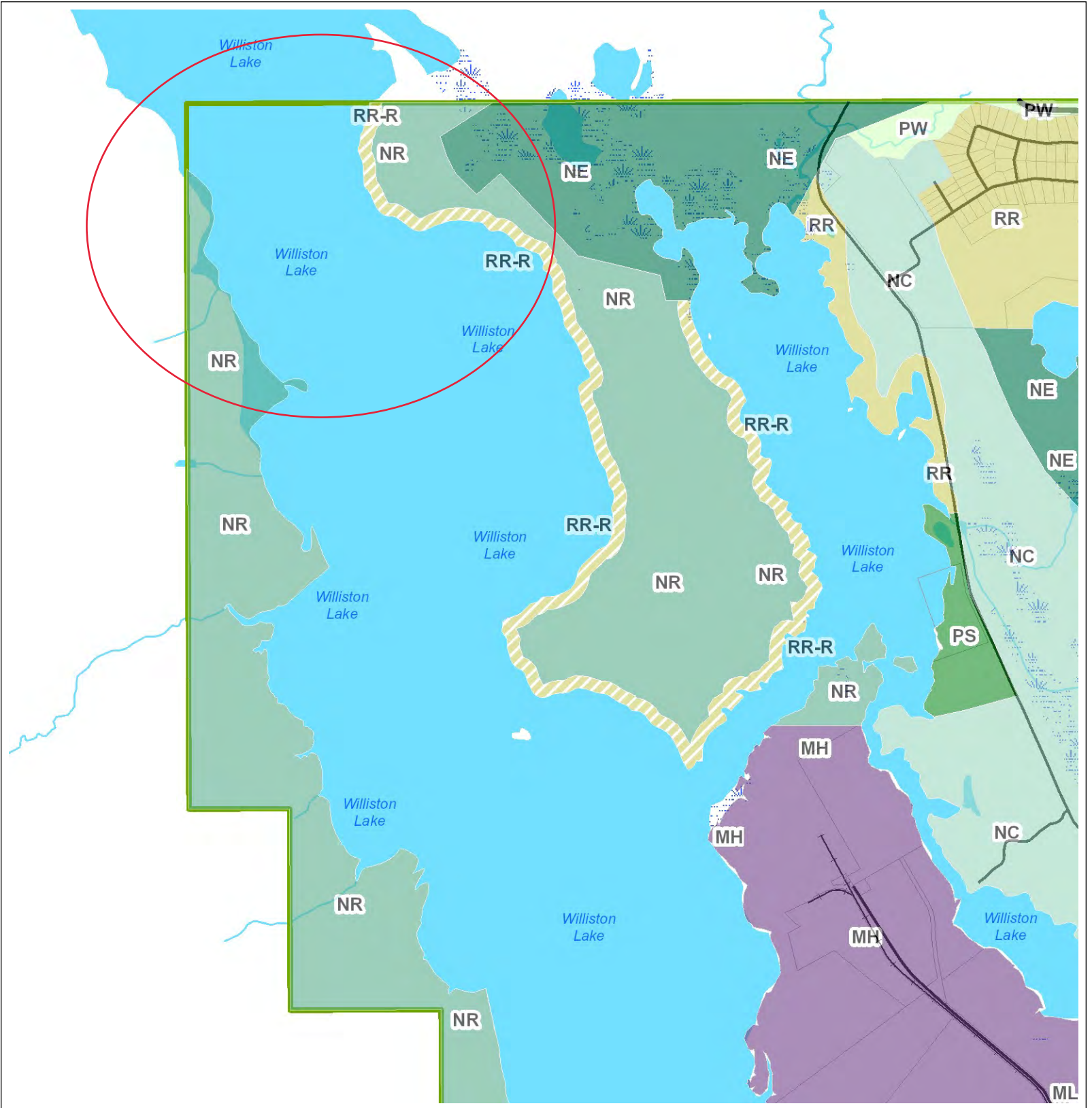
CONSULTATION / NOTIFICATION MAP

FOR: PROPOSED CONSTRUCTION CORRIDOR AND 5m ACCESS TRAIL WITHIN UNITS 61, 62, 63, 64, 65, 71 AND 72, BLOCK F AND UNITS 70, 79 AND 80, BLOCK G, ALL WITHIN 93-O-6 (WILLISTON RESERVOIR)



	Client File: -	Job # 21-04247-001	Drawn By: LLW	Revision
Westcoast Connector Gas Transmission	AFE No.: -	B.C.G.S. 930.034	Checked By: TB	1
	Ref. No.: 21-04247-001-SK04-R0_Williston Reservoir	Date: Dec 15, 2021		Sheet 1 of 2
	File Name: 21-04247-001-CON04-R1_Williston-Reservoir.mxd	Image: 2014		

World Imagery (Clarity), DigitalGlobe, GeoEye, Earthstar, Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Print Generated: 1/20/2022

The information provided herein is for assistance and convenience only, and should not be relied upon as or as a substitute for legal advice. In the event of any conflict between the information provided herein and any enactments of the Regional District or the Provincial/Federal governments, the enactments will prevail.

Attachment D

Designations

RS: Single Family Residential

The Single Family Residential (RS) designation includes existing or future residential development that either has or is expected to receive municipal water distribution and sanitary sewer services. Full urban service standards would be expected, such as curb/gutter, paved roads, street lighting, and storm drainage to levels as specified in a subdivision servicing bylaw. The RS designation includes single family dwellings, duplexes and two-family dwellings, secondary suites, community care facilities, home-based businesses, and schools, parks, and greenbelts or buffers.

RS-R: Single Family Residential Reserve

The Single Family Residential Reserve (RS-R) designation is intended to offer the District flexibility in developing new single family residential areas to meet demand once current RS lands have been fully developed, while at the same time ensuring a compact community where infrastructure and services are provided in an efficient manner.

RM: Multiple Family Residential

The Multiple Family Residential (RM) designation includes multi-family housing developments from three residential units or more per parcel, including community care facilities such as group homes or assisted living, home-based businesses as determined by zoning regulation, mixed-commercial and residential use buildings and parks and greenbelts or buffers. Full urban service standards are expected, such as curb/gutter, paved roads, street lighting, and storm drainage to levels as specified in a subdivision servicing bylaw.

RR: Rural Residential

Rural Residential (RR) designations are primarily for rural residential uses that are intended to remain without community sewage collection as they will be dependent on on-site sewage disposal. Water availability, either on site or by distribution system will be dependent on feasibility. Lot sizes should typically range from .4 ha (1 acre) to 4 ha (10 acres) depending on sewage disposal requirements, but larger acreages may be considered, especially for the purposes of agricultural development. Community care facilities are also permitted under RR designation.

RR-R: Rural Residential Reserve

The Rural Residential Reserve (RR-R) designation is intended to offer the District flexibility in developing new rural residential areas to meet demand once current RR lands have been fully developed while at the same time limiting the impacts of sprawling rural residential development.



2.7 Natural Resource, Recreation and Conservation

The District of Mackenzie's municipal boundary covers a substantial land area in a beautiful environment, most of which is virtually undeveloped. The residents, visitors and resource industries of Mackenzie value this land base for various recreational, conservation and resource values. These areas allow the District to provide a high quality of life through opportunities for active and passive recreation and economic development. Given the large areas of designated reserve lands for residential and industrial development in this Plan, these natural lands are not proposed for development in the long-term and should largely remain in an undeveloped state into the foreseeable future.

The designations assigned for natural resource, recreation and conservation lands in this plan follow the recommendations of the Mackenzie Integrated Land Use Management Plan for Crown lands that was developed by the Province in 2000 through extensive consultation with the District of Mackenzie, its residents and stakeholders. While there is flexibility among these designations, the intent of the three complementary uses should be honoured.

Designations

NR: Natural Resource

Natural Resource lands are not intended to be developed for urban uses, but reserved for the integrated management of resources to maximize long-term environmental, social, and economic benefits of forest and other resources for local residents. Unstructured and low impact outdoor recreation and natural uses, including trail development are permitted in this use. This use also allows for agricultural uses including the cultivation and harvesting of crops and/or the raising of livestock and would include intensive agriculture. Special consideration should be given for buildings to support agricultural development, including residential. Low impact outdoor recreation uses such as trail development are also allowed.

NC: Conservation and Recreation

Conservation and Recreation lands are not intended to be developed for urban uses, but should be kept in their natural state to maintain a healthy ecosystem around the District and to allow residents and visitors to pursue unstructured and low impact outdoor recreation and natural uses, including trail development.

NE: Natural Environment

Natural Environment land is identified as sensitive environment and habitat lands and riparian buffer areas that should not be developed, but be left in their natural state. Some trails development may occur in these areas, but should be designed to have a minimal impact on the environment and habitat.

Goal

Ensure a healthy natural environment by keeping surrounding lands in their natural state for the enjoyment of residents and visitors where they are not designated as sensitive environmental habitat or for sustainable resource development, including agriculture.

Objectives

- Objective 1. To provide lands for natural resource development.
- Objective 2. To protect lands with aggregate extraction potential from development that would render it unviable or inaccessible.
- Objective 3. To provide areas for outdoor recreational pursuit.
- Objective 4. To protect sensitive habitat from the impacts of development.
- Objective 5. To avoid development on environmentally hazardous lands.

Policies

- Policy 1. Protect areas suitable for sand and gravel extraction (indicated as "Aggregate Locations" in Schedule B) from development that would render it unviable or inaccessible.
- Policy 2. Maintain the natural state of the District's surrounding lands by directing development to areas identified for urban development and limiting urban development in natural areas (NR, NC, NE).
- Policy 3. Allow the sustainable development of resources in resource lands for the benefit of the community.
- Policy 4. Encourage local agricultural development where feasible to facilitate the development of a local food economy.
- Policy 5. Encourage B.C. Hydro to maintain or improve Williston Reservoir resources for community benefit, especially reservoir access and recreation.

COUNCIL REPORT

To: Mayor and Council
From: Administration
Date: June 8, 2021
Subject: Enbridge Investigative Use Areas

RECOMMENDATION:

THAT Council receives this report for information;

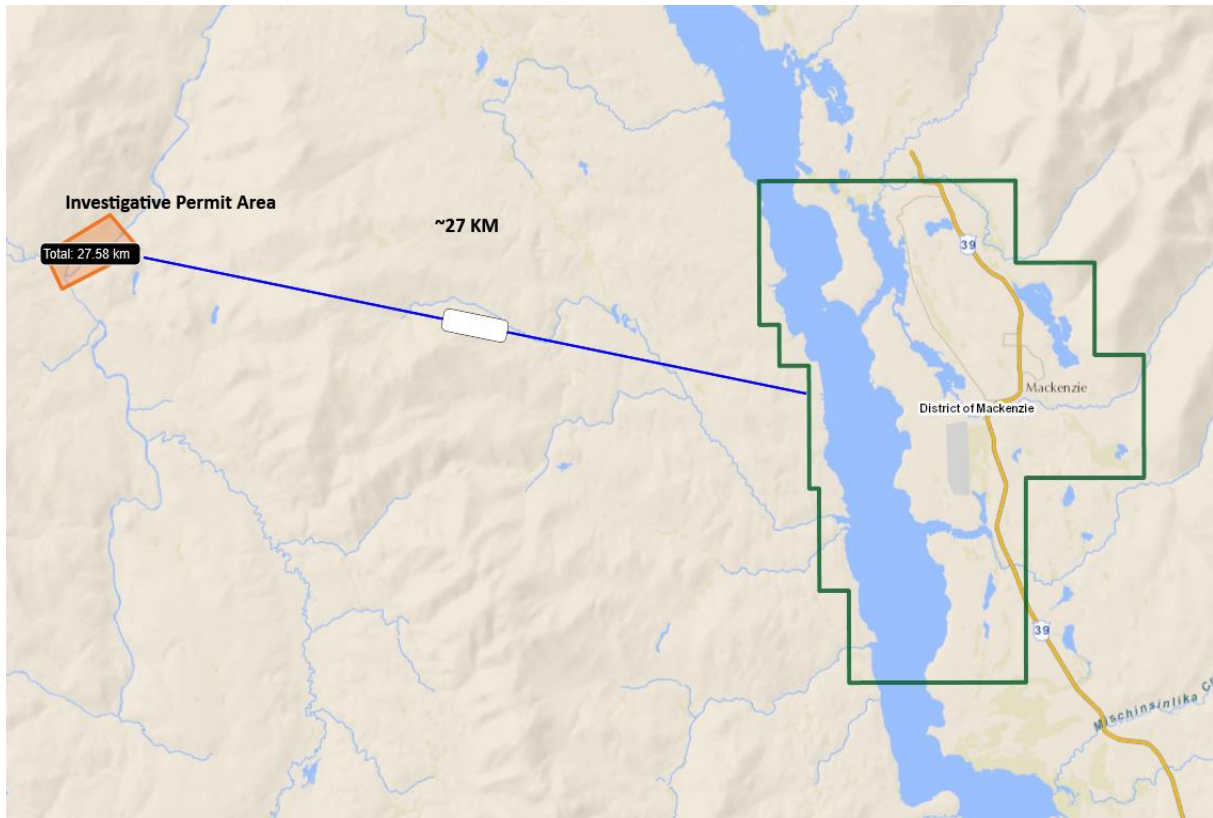
AND THAT Council directs Administration on how to respond to the referral request.

BACKGROUND:

Enbridge Inc. has requested comment from the District of Mackenzie regarding proposed non-intrusive geophysical investigative work scheduled to commence summer 2021 near the Nation River. The due date for a response is June 17, 2021.

Enbridge will be conducting non-intrusive geophysical surveys to support route feasibility and future planning for the West Coast Connector Gas Transmission Project (WCGT) along the route. Enbridge will be applying to the BC Oil and Gas Commission (OGC) for Investigative Use Permits prior to the work taking place (See attachments).

The application area is located approximately 27 km outside the District of Mackenzie administrative boundary, on the Nation River. The application is not expected to impact any legislated or statutory responsibilities of the District of Mackenzie.



Based on the information presented, Council is being asked to consider:

1. Providing a written response setting out the reasons why the proposed activities that will be the subject of WCGT application to the OGC should not be carried out or should be modified and/or
2. Requesting a meeting with WCGT to discuss the proposed activities.

COUNCIL PRIORITIES:

Good Governance

- Provide services that support our quality of life, protect our health and safety, and promote economic and the social well-being of our community

Respectfully Submitted,

Daris Gillis
Land & Environmental Programs Coordinator

Approved for Submission to Council

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: January 14, 2022

Subject: Resolution of Support – NDI Grant – Mackenzie 2.0 Marketing Materials

RECOMMENDATION:

THAT Council supports the District's application to NDI's Marketing Initiatives grant program for up to \$20,000 in funding towards the Mackenzie 2.0 Marketing Materials project;

AND THAT the Chief Administrative Officer be authorized to execute the grant application and, if the application is successful, any related documentation.

BACKGROUND:

The District's 2021 – 2026 Mackenzie 2.0 Community Economic Development Plan (CED) identified seven strategy areas to guide how Mackenzie will pursue economic development. These are listed in order of where the most impact will be made, as identified by the community.

1. Industry supports
2. Local business and entrepreneurship
3. Quality of life
4. Local food economy
5. Resident attraction and retention
6. District revenue generation
7. Collaboration and partnerships

Each Strategy Area is made up of a number of local economic development Actions (projects, programs, policies). The Actions are phased and prioritized according to when they commence: Already Underway, Quick Win, Simple, Complex, and Foundational. A total of 35 Actions are outlined in this Strategy, a synopsis of those actions has been attached for further information.

This project would further enhance previous investment attraction projects completed by going into further detail about the opportunities available. The previous projects focused mainly on land-use and overall community promotion, this would be a more detailed sector and industrial land marketing project. There have been major infrastructure upgrades, policy amendments, partnerships, as well as new industrial developments since the completion of previous materials

that have opened up new sector opportunities for the region. This project would tie existing materials with more specific marketing materials for both regional/local investment attraction and Foreign Direct Investment.

The economic landscape for Mackenzie has changed dramatically over the last three years. With one major mill permanently closing and another mill being indefinitely curtailed since 2019, the community is seeking to attract further industrial development to create job opportunities for locals. Legislative changes to natural resource development in the area as well as major investments in tourism, transportation (airport), and new technology has changed the direction and stimulated new economic diversification in the region. A new focus on agriculture has been identified and would also be featured in this project. The District would like to enter this new economic environment with materials that reflect the community's ambitions for the future.

The CED plan indicates a key focus to target and incentivize industrial development in emerging sectors and secondary industries and promoting Mackenzie's energy and land availability. The District of Mackenzie has available industrial land in both light and heavy industrial zoning. To be able to sell land and promote further diversification, the District would like to create material that will be true to what we have to offer and the opportunities that exist. The key sectors we would be looking to highlight include natural resource development (forestry/mining), agriculture, professional services, information and communications technology, tourism, and transportation related services.

Projected benefits to the local/regional economy include more accurate, informative, accessible, and engaging marketing materials promoting the opportunities for investment in the community. The materials will be available publicly and shared with our other investment attraction partners such as the Province of BC and the Mackenzie Chamber of Commerce.

Key deliverables of the project:

- Updates to the "Economic Development" section of the website
- New web pages with content about the sector opportunities in the area
- New Key Sector Quicksheets
- New Industrial Land Marketing Packages
- New Bell Place Subdivision Marketing Packages
- New Individual Lot Listings online
- Adding land information and photos to the Mackenzie Map
- New sector specific video profiles (30s – 1 min) to complete the current video library
- Social media and online marketing campaign using all materials

A great example of what staff is hoping to achieve with this project is similar to the [Invest Tumbler Ridge website](#).

BUDGETARY IMPACT:

The initial cost estimates for the project were approximately \$50,000 and were included in the Economic Development 2022 operating budget proposal.

Following the completion of the CED Plan, District staff were informed of a new grant funding opportunity to support investment attraction material development – CanExport Community Investments through the Government of Canada. Staff applied for the funding and recently were informed the application was successful. The District is eligible for 50% of project costs up to \$25,000.

Staff are now looking to apply to the Northern Development Initiatives Trust for up to \$20,000 to offset the other 50% of the required project funding, thus reducing the District's contribution to a maximum of \$5,000.

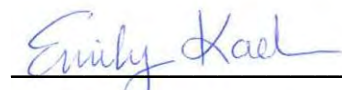
If the grant application is unsuccessful, staff will re-evaluate the scope of the project.

COUNCIL PRIORITIES:

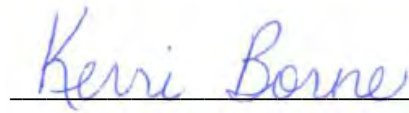
Economic Vitality

- The District is a leader on efforts aimed at diversifying the community's economy, supporting local businesses, and attracting new investment to the community. Diversification, a strong business sector and new investment are key to our economic vitality.

Respectfully Submitted,



Emily Kaehn
Director of Corporate Services



Kerri Borne
Chief Financial Officer



Approved for Submission to Council

COUNCIL REPORT

To: Mayor & Council

From: Recreation Services

Date: January 21, 2022

Subject: Recreation Fees and Charges Bylaw Update

RECOMMENDATION:

THAT Council approves the updates to Recreation Services Rates & Fee Policy 8.1 that would come into effect March 1, 2022.

BACKGROUND:

The Recreation Fees and Charges Bylaw hasn't been updated since November 2018. The Financial Plan Bylaw states there is on average an 11% recovery rate. The District will endeavour to raise rates annually by a reasonable percentage to ensure recovery is at least at 10%-15% of expenses annually.

Staff propose increasing recreation and facility fees and charges along with adding in separate fees and charges for non-residents and online bookings. In addition, staff have reviewed other municipalities within BC and their fees and charges and compared them to the District of Mackenzie's current fees and charges with appendices attached. Upon review of fees and charges collected from other municipalities, staff identified that Mackenzie has some of the lowest recreation facility fees and charges in British Columbia. Based on this research, the recommendation in this report is that Mackenzie looks at increasing the recreation and facility fees and charges and continue with an annual increase based on percentage.

Other items of note:

- Some arena ice/floor, pool and hall rental options have been eliminated in an effort to simplify the document.
- Youth/Senior rates have been combined and child (0-5) rates are now free.
- One base rate for gear rentals has been created.
- 15% non-resident fees due to the fact our rates are subsidized by taxpayers in this community.
- 3% convenience fee charge for online bookings.

Drop-In and Membership Fees

The increased fee was chosen based off research and noticing that other municipalities such as Nanaimo and Smithers have charges and fee increases of 3% on a 5-year financial plan put in place. Kitimat is another Municipality that increased their prices by 3% in September of 2021. Our percentage increase allows us to catch up and allows the District to increase fees and charges at a comfortable rate. Thus, allowing members of the community to slowly ease into what the new costs will be. Appendix 1 provides an overview of the fees and charges membership rates of four other municipalities in BC; Lillooet, Kitimat, Smithers, and Quesnel. This review indicates that three of four municipalities have higher fees than Mackenzie. Appendix 2 shows four other municipalities' drop-in rates to Mackenzie's current drop-in rates. This review indicates that even after factoring in the increase rate, that most other municipalities would still be higher than Mackenzie's projected new prices.

Arena Ice Rental and Floor Rentals

Staff recommend eliminating some categories for arena ice rental rates that are not in use and only keep two main ones in use which are adult and minor sports, plus adding a Jr game and practice rate. The table below shows Mackenzie's current ice rental categories and the fees associated with each category. There are nine different fee categories currently in place and majority are hardly in use.

Mackenzie Recreation Centre Ice Rentals	
	Totals
Nor For Profit Prime	\$100.00
Not For Profit Non Prime	\$74.65
Not For Profit Special Event	\$900.00
Corporate Prime	\$199.10
Corporate Non Prime	\$135.00
Corporate Special Event	\$1,791.50
Minor Sport Prime	\$50.00
Minor Sport Non Prime	\$37.50
Minor Sport Special Event	\$450.00

Ten other municipalities were reviewed for their rental categories in comparison to Mackenzie's, and from this review, it is evident that majority of these municipalities have two to four rental options in place. This is shown in Appendix 3. It is similar for arena floor rental options. Mackenzie offers multiple categories where most are not being used. The table below shows Mackenzie's current arena floor rental categories and the fees associated with each category.

Mackenzie Recreation Centre Arena Floor Rentals	
	Totals
Not For Profit Floor Only	\$50.00
Not For Profit Set Up	\$100.00
Not For Profit Special Event Floor Only	\$348.35
Not for Profit Special Event Set Up	\$447.90
Corporate Floor Only	\$100.00
Corporate Set Up	\$200.00
Corporate Special Event Floor Only	\$696.70
Corporate Special Event Set Up	\$200.00
Minor Sport Floor Only	\$25.00
Minor Sport Floor Special Event	\$174.20

Seven other municipalities arena floor rentals were reviewed and compared to Mackenzie’s and indicated that three out of seven offer two rental fee options and another municipality offers three with one being strictly for events. Mackenzie would like to keep three rental options for arena floor rentals: adult, minor sport, and events. Appendix 4 shows the fees of other municipalities arena floor rentals. This review shows that even after five years of increasing fees, only one out of seven municipalities would have a lower fee than Mackenzie. The arena floor rental options for adults and minor sports would increase over a five-year period.

Along with eliminating rental fees not in use, staff recommend increasing the arena ice and floor rental rates. Mackenzie currently has the lowest arena ice and floor rental rates out of all the municipalities looked at and hasn’t increased any rates in eight years. Staff recommend increasing the adult rate to come closer to the JR rate and moving the minor sports rate closer to the Jr practice rate. Appendix 5 shows the ice rental fees from ten other municipalities in BC compared to what Mackenzie’s ice rental fees currently are. This review shows that even after five years of increasing the fees, two out of ten municipalities would have lower ice rental fees than Mackenzie.

Rental Gear Fees

Currently the District of Mackenzie has several different rates for the different services and rental equipment that the arena has to offer. The front desk staff are tasked with finding the appropriate rates for the specific request being asked by customers. To simplify things for the front desk staff and for the arena, staff propose having a base rate for all rental gear equipment. Right now, there are two costs for skate rentals – one for youth and one for adult – and there are different rates for life jacket rentals and shoe/harness rentals for the climbing wall. It would be easier to create one base rate for all equipment rentals rather than having different rates located in different areas within the point of sale system. Life jackets are currently \$3 for a rental and youth skates are \$2 and adult \$4. The shoe and harness rentals are currently \$2 each. Staff recommend having a base rate of \$3.00 for all gear rentals and create a gear rental button to

simplify administration for the front desk staff. Other municipal facilities have one base rate for their gear rentals, however, most only offer skate rentals. Examples of this are Lillooet: skates are \$2.00 for youth and adults (District of Lillooet, 2018, p.6), and Prince George: base rate of \$3.50 for skates for adult or youth (North Edge Ice Sports, 2021).

Non-Resident Fees

There are a few other municipalities in BC who offer resident and non-resident rates for their facilities. Non-resident fees and charges are normally put in place at facilities that see a lot of traffic from people outside the community and who don't make tax contributions to help these facilities operate. Non-resident fees are a resource used to help make it more fair on community members who do pay taxes towards maintenance and operation of facilities, and it allows facilities to bring in more money to put towards these costs. Mackenzie happens to be a town that sees a lot of outside visitors, either for work or recreation, throughout the year. Therefore, it would be reasonable to incorporate the fee and charge policy of different non-resident and resident fees. Thus, visitors and residents together can help maintain the facility and provide funds for continued expansion and proper staffing.

The Mackenzie Recreation Centre facility is largely used by non-residents who are either visiting town during a short period of time or for an extended amount of time. This user group participates in different recreational activities that the facility offers such as: indoor fitness centre/gym, the pool, sauna and hot tub, and occasionally public skating. During COVID-19 the recreation centre put a policy in place that it was only catering to residents of the community. With this policy there was an 80% drop in user traffic due to visitors not being able to enter and use the services within the facility. With this knowledge in place, staff propose adding in non-resident fees to drop-in and membership rates. There are a few municipalities in British Columbia who have a non-resident fee in place such as Quesnel and Trail. Quesnel currently has a 24% non-resident fee that is charged for all non-residents using their facility. Staff recommend implementing a 15% fee for non-residents who are using the facility starting March 1, 2022. Staff could identify residents by asking for photo ID that indicates a Mackenzie address on it. If users do not have ID with a Mackenzie address, they will be charged the non-resident fees. McLeod Lake and Powder King area residents would be exempt from the non-resident fees.

SUMMARY:

In conclusion, even after increasing the fees and charges for the Mackenzie Recreation Centre, it remains one of the lowest priced municipalities in British Columbia. A fee increase could help provide a reasonable offset to operational costs while balancing the needs and resources of facility users. However, it's important to keep in mind that even without increasing prices, some members within the community may still have a hard time affording these fees. If the fees do increase and create a financial barrier, there is a Recreation Access Program. It should also be noted that eliminating some of the rental fees that are not in use could help simplify the online rental options making tasks easier for front desk staff. If the District implements a non-resident

fee, it could help bring in more income to help maintain the facility and provide funds for continued expansion and proper staffing. The implementation of the online convenience fee would help ensure we offer better customer service without putting added burden on the taxpayer for credit card charges. If the increase in fees and charges, a base rate for gear rental, and a non-resident fee is approved by Council, staff would begin implementing the increases and new fees starting March 1, 2022. Rates would increase on January 1st of each subsequent year as per the bylaw, with the exception of arena rentals which will take effect May 1, 2022.

NEXT STEPS:

To bring the new fees and charges into effect for March 1, 2022, the following must be considered by Council:

- Approving associated updates to Recreation Services Rates and Fees Policy 8.1 as attached to this report.
- Giving first three readings, and later adopting, Recreation Fees & Charges Bylaw No. 1469 as shown in the Bylaw section of the agenda.

BUDGETARY IMPACT:

If approved, the District would be able to increase revenue and help obtain revenue targets for its proposed 2022 budget.

COUNCIL PRIORITIES:

Community and Social Development

- Our investment in the municipality's services and infrastructure, our commitment to principles of social equity and well-being, and our belief in the value of resident engagement, creates a healthy community in which everyone feels valued and enjoys a high quality of life.

Strong Governance and Finances

- As the municipality's elected governing body, we serve all residents and businesses in the community. We engage residents and stakeholders on important issues and make our decisions through open and transparent processes. We are careful in our use of resources, mindful of the need to maintain programs and services, while also meeting the community's infrastructure needs.

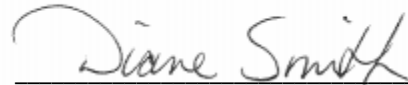
Respectfully Submitted,



Terry Gilmer
Director of Recreation Services



Kerri Borne
Chief Financial Officer



Approved for Submission to Council

Appendix 1

Municipality membership rates 2021				
Lillooet				
	1 month	3 month	6 month	Annual
Child (4-12)	\$27.00	\$64.80	\$113.40	\$194.40
Student (13-18)	\$36.00	\$86.40	\$151.20	\$259.20
Senior (55+)	\$36.00	\$86.40	\$151.20	\$259.20
Adult (19-54)	\$49.50	\$118.80	\$207.90	\$356.40
Family	\$94.50	\$226.80	\$396.90	\$680.40
Kitimat				
	1 Month	3 Month	6 Month	Annual
Child	\$28.20	\$72.05	\$130.15	\$229.75
Student	\$52.55	\$131.40	\$236.60	\$420.70
Adult	\$83.85	\$209.60	\$377.20	\$670.50
Senior	\$31.20	\$73.80	\$139.25	\$247.55
Family	\$162.80	\$407.20	\$733.05	\$1,303.05
Smithers				
	1 month	3 month	6 month	Annual
Child (2-12)	\$42.00	\$94.50	\$163.80	\$252.00
Youth (13-18)	\$55.20	\$124.20	\$215.25	\$331.20
Adult (19+)	\$80.40	\$180.90	\$313.55	\$482.40
Senior (60+)	\$55.20	\$124.20	\$215.25	\$331.20
Family	\$164.40	\$369.90	\$641.15	\$986.40
Quesnel				
	1 Month	3 Month	6 Month	Annual
Tot (0-4)	\$0.00	\$0.00	\$0.00	\$0.00
Youth (5-12)	\$44.90	\$122.40	\$220.30	\$330.50
Student (13-18)	\$58.90	\$160.65	\$289.20	\$514.10
Adult (19-64)	\$72.90	\$198.90	\$358.00	\$636.50
Senior (65+)	\$58.90	\$160.65	\$289.20	\$514.10
Family	\$137.45	\$378.85	\$674.75	\$1,012.35

Appendix 2

Municipality Drop-In Admission Rates 2021					
	Child	Youth/student	Adult	Senior	Family
Lillooet Current	\$3.00	\$4.00	\$5.50	\$4.00	\$10.50
Kitimat Current	\$2.60	\$4.95	\$7.70	\$2.90	\$14.65
Smithers Current	\$3.50	\$4.60	\$6.70	\$4.60	\$13.70
Quesnel Current	\$4.10	\$4.10	\$6.65	\$5.35	\$12.50
Mackenzie Current	\$1.15	\$2.30	\$4.60	\$2.30	\$9.20

Appendix 3

Arena Ice Rental Rates								
	Adult/Junior Hockey	Minor Hockey	Adult Prime Time	Adult Non-Prime Time	Youth Prime Time	Youth Non-Prime Time	Family	Commercial
Hudsons Hope	\$100.00	\$50.00						
Kitimat			\$219.35	\$187.10	\$81.00	\$69.65		
Lillooet			\$140.00	\$91.00				
Clearwater			\$112.30	\$31.40	\$62.80	\$31.40		
Lake Country			\$157.25		\$78.00		\$103.00	\$195.00
New Hazelton			\$175.00		\$80.00		\$120.00	\$225.00
Lantzville			\$174.41	\$141.13	\$87.20	\$87.20		
Cowichan Valley			\$169.00	\$139.00	\$94.00	\$75.75		
Smithers			\$208.10	\$104.05				
Burns Lake			\$128.00	\$83.20	\$76.80	\$49.92	\$68.20	

Appendix 4

Arena Dry Floor Rentals									
	Adults Prime	Non-Prime	Youth Prime	Non-Prime	Commercial	Weddings	Conerts	Events	Not for Profit
Kitimat	\$101.35		\$61.50						
Lillooet	\$52.00		\$37.00		\$68.00				
New Hazelton	\$80.00		\$60.00			\$1,200.00	\$2,200.00		
Lantzville	\$93.98	\$81.46	\$49.34	\$46.99					
Cowichan Valley	\$58.50		\$43.50					\$550.00	
Smithers	\$92.00	\$46.00							
Burns Lake					\$75.00				\$30.00

Appendix 5

Arena Ice Rental Rates								
	Adult/Junior Hockey	Minor Hockey	Adult Prime Time	Adult Non-Prime Time	Youth Prime Time	Youth Non-Prime Time	Family	Commercial
Hudsons Hope	\$100.00	\$50.00						
Kitimat			\$219.35	\$187.10	\$81.00	\$69.65		
Lillooet			\$140.00	\$91.00				
Clearwater			\$112.30	\$31.40	\$62.80	\$31.40		
Lake Country			\$157.25		\$78.00		\$103.00	\$195.00
New Hazelton			\$175.00		\$80.00		\$120.00	\$225.00
Lantzville			\$174.41	\$141.13	\$87.20	\$87.20		
Cowichan Valley			\$169.00	\$139.00	\$94.00	\$75.75		
Smithers			\$208.10	\$104.05				
Burns Lake			\$128.00	\$83.20	\$76.80	\$49.92	\$68.20	
Mackenzie Current	\$100.00	\$50.00						

8.1

DISTRICT OF MACKENZIE

Recreation Services Rates & Fee Policy

Established by Council on May 25, 1999 - Resolution No. 21533
Amended by Council on September 10, 2001 - Resolution No. 22757
Amended by Council on March 8, 2004 - Resolution No. 23952
Amended by Council on June 26, 2006 - Resolution No. 25099
Amended by Council on January 28, 2008 - Resolution No. 25979
Amended by Council on October 14, 2014 - Resolution No. 29219
Amended by Council on April 10, 2018 – Resolution No. 30205
Amended by Council on November 13, 2018 – Resolution No. 30793
Amended by Council on July 22, 2019 – Resolution No. 31079
Amended by Council on August 12, 2019 – Resolution No. 31095
Amended by Council on December 14, 2020 – Resolution No. 31770, 31771
Amended by Council on _____ - Resolution No. _____

Purpose:

To establish a consistent and fair basis for setting general admission, program registration and rental fees for Recreation Service facilities and services and to justify subsidy levels.

Definitions:

For this policy the following definitions shall apply:

Adult – for purposes of general admission aged 19- 59 years.

Base Rate – a single price which when applied to a formula determines all other prices of a similar category.

Child – for purposes of general admission aged 0 – 5 years.

Clean-Up Fee – where conversion of the community hall, arena dry floor or other large space is required for take down of seating, staging, tables, decorations and banners an additional two hours of the appropriate rental charge will be applied to recover some of the staff costs to take down in the space. This can also apply to cleaning up bodily products.

Drop-in Program – a Recreation Services Department sponsored activity which allows the participant to pay the general admission rate at the time of the program without preregistering. The program may be self-directed or require an instructor.

Family – for purposes of general admission a group of 6 or less with at least one, but no more than 2 adult(s), all living at same address, gaining entrance as a unit.

General Admission – the price charged for participation in drop-in activities occurring in one visit during open public hours.

Minor Sport Organization – an organized not for profit group which rents facility space to provide sport/recreation opportunity to participants under 19 years of age under adult supervision.

Multipass – A FOB (chip programmed key-style tag) programmed with pre-paid general admissions. Each admission can be used for drop-in activities for one visit during open public hours. When purchased in quantities of 25 visits discounts apply. There is an annual expiry date.

Non-Resident Fee – someone who has no proof of residency in Mackenzie, McLeod Lake, or the Powder King residential area.

Program Costs – the variable costs of providing the programs of the Recreation Services Department i.e.: instructors, lifeguards, materials and supplies, administration, advertising and registration services.

Recreation Membership – a FOB (chip programmed key-style tag) programmed at a pre-set price to allow unlimited access to drop-in activities during open public hours for a pre-set duration of time (1, 6, or 12 months). The user determines how much of a savings by frequency of use.

Registered Program – a Recreation Services Department sponsored activity requiring predetermined minimum number of participants to run which require the participant to commit their participation by pre-registering and paying before the program will commence. Usually the program requires an instructor or leader.

Senior – for purposes of general admission aged 60 years and over.

Set-Up Charge – where conversion of the community hall, arena dry floor or other large space is required for seating, staging, tables, decorations and banners or other requirements an additional two hours of the appropriate rental charge will be applied to recover some of the staff costs to set up the space.

Special Event – An occasional event hosted and sponsored by an organization other than the Recreation Services Department which utilizes Recreation Services Department facilities i.e.: tournament, meet, trade show, concert, circus, conference etc.

Special Event Rate – a discounted fee charged to the sponsor who utilizes large blocks of facility time for the purposes of hosting a special event. The incentive recognizes the positive economic effects that such events bring to the community.

Youth – for purposes of general admission aged 6 – 18 years.

General Admission

1. The same General Admission rates will apply to public skating, public swimming, aquafit, fitness classes, fitness area.
2. The Adult General Admission rate will serve as the Base Rate and the following formula will determine admission prices:

Adult	(19-59 years)	Base Rate + GST
Child	(0-5 years)	Free
Youth	(6-18 years)	50% Base Rate + GST
Senior	(60 yrs. & over)	50% Base Rate + GST
Family	(maximum 6)	200% Base Rate + GST

3. The Director of Recreation Services will recommend the General Admission Base Rate for Council's approval which if approved will automatically set all General Admission rates, and multipasses. In recommending the general admission rate, comparisons will be made to the rates of similar services in other Northern BC communities as well as considering the level of service received for the admission (access hours, experience offered, facility amenities etc.).

Multipasses

1. Discounted quantities for purchase in a Multipass will be determined in the following manner:

25 admissions – 22 x the General Admission price + GST

2. Multipasses will be made available for the following categories:

Adult, Youth, Senior

3. Multipasses can be used for one visit at a time for swimming, skating, fitness area, aquafit classes and other appropriate drop-in activities.

Recreation Membership

1. The Adult Membership rate will serve as the Base Rate and the following formula will determine admission prices:

Adult	(19-59 years)	Base Rate + GST
Child	(0-5 years)	Free
Youth	(6-18 years)	50% Base Rate + GST
Senior	(60 yrs. & over)	50% Base Rate + GST
Family	(maximum 6)	200% Base Rate + GST

2. The Director of Recreation Services will recommend the Membership Base Rate for Council's approval which if approved will automatically set all membership rates. In recommending the membership rate, comparisons will be made to the rates of similar services in other Northern BC communities as well as considering the level of service received for the admission (access hours, experience offered, facility amenities etc.).

Little Mac Season Pass Rates

1. The Little Mack Adult Season Pass rate will serve as the Base Rate and the following formula will determine admission prices:

Adult	(19-59 years)	Base Rate + GST
Child	(0-5 years)	Free
Youth	(6-18 years)	64.29% Base Rate + GST
Senior	(60 yrs. & over)	64.29% Base Rate + GST
Family	(maximum 6)	200% Base Rate + GST

2. The Director of Recreation Services will recommend a Little Mac Season Pass Base Rate for Council's approval which if approved will automatically set all Little Mac Season Pass rates. In recommending the membership rate, comparisons will be made to the rates of similar services in other Northern BC communities as well as considering the level of service received for the admission (access hours, experience offered, facility amenities etc.).

Facility Rental

Rental rates will be determined for the arena ice, arena floor, community hall, and swimming pool with the District's Recreation Fees and Charges Bylaw, as amended, or in the following manner:

1. The Base Rate for Arena Dry Floor is 50% Arena Ice Base rate + GST.
2. The Base Rate for the Community Hall are based on the District's Recreation Fees and Charges Bylaw, as amended.

3. Arena Ice Rental charge shall be 100% of the Base Rate + GST.
4. Minor Sports Organizations will pay 45% of the appropriate rate + GST.
5. Special Events rates will be the appropriate hourly rate x minimum hours + GST if block booked as follows:

Pool	6 hours or more
Arena Ice	9 hours or more
Arena Floor	7 hours or more (set up charge not included)
Community Hall	6 hours or more

6. School District No. 57 use of District of Mackenzie Facilities during school hours are charged according to provisions in the Joint Use Agreement.
7. The Director of Recreation Services will recommend the Base Rate for each rental space for Council's approval and when approved will automatically set all rental fees. In recommending the rental base rates, comparisons will be made to the rates of similar facilities in other Northern BC communities. Within those parameters the rate will be set in consideration of remaining one of the lowest rental rates in the comparison markets.

Aquatic Programs

1. Lifesaving, Lifeguard, Leadership and specialty Courses will be the base rate x total instruction hours plus associated program costs (manuals, exam fees etc.) + GST.
2. Private Lessons – rate set to recover entire cost of the instructor's wages.
3. The Director of Recreation Services will recommend the cost per service hour base rate for Swimming Lessons for Council's approval based on the above parameters and which once approved will set all Aquatic Program fees.

Registered Programs

1. Program Fees will be set to approach a recovery rate of a minimum of 50% of the cost to operate the program (program costs) plus GST if appropriate. Programs which have the greatest benefit to the public, for example: healthy lifestyle education initiatives, activities for seniors and general children's programs (preschool programs, summer day camps, Pro D Day camps, after school programs, children's health promotion and physical literacy) may have the highest subsidy. Specialized programs, special interest and programs which have no or limited benefit to the community (skill specific learn to program, birthday parties etc.) will recover more or all the program costs associated to run the program. In setting these fees consideration is given to current market value of the program services and whether the program is appropriate for the public sector to offer.

2. The Director of Recreation Services will set fees, minimum and maximum enrollments based on the above criteria. The fee paid by the participant may be reduced or free when costs are covered by sponsorship from another agency or successful grant funding.

Miscellaneous Fees and Charges

1. The Director of Recreation Services will recommend all Miscellaneous Rates for Council approval.
2. To recover some of the replacement costs for equipment and supplies owned by the Recreation Services Department which are frequently loaned out for community use, i.e. PA system and stage lighting, the department shall set reasonable rate fees.
3. Set up and take down fees for rentals in the Mackenzie Rental Centre; audio-visual equipment rental fees will be established under the Recreation Services Fees & Charges Bylaw, as amended.
4. Junior Hockey Team fees are determined in their lease agreement as approved by District of Mackenzie Council.

Exceptions

1. In fairness to all Mackenzie residents, the Recreation Services Department will not deviate from the established rates by providing reduced rates or no charge for use of facilities for any individuals or groups.
2. Groups and individuals who request Council to waive or deviate from the approved fees covered by this policy will be referred to the established Annual Cash Grant/Grant-in-Kind policy or other established programs or policies where they qualify.
3. District sponsored Community Events, which are deemed open and a benefit to everyone in the community and where the nature and venue of the event makes it difficult to collect fees and control access may be offered at no charge.
4. The Recreation Services Department will have a limited authority to allow free access or special promotional rates for marketing services and for customer service.

Recreation Access Program

This program provides a free Recreation Centre Membership for economically disadvantaged residents of Mackenzie or surrounding areas who qualify under one of the following categories:

1. Referral by the Ministry of Children & Family Development/Ministry of Employment & Income Assistance or Family Services Child & Family Services Guardianship Workers ONLY.

2. BC Seniors Supplement Recipient (Photocopy of your BC Seniors Supplement Statement is required).
3. Qualifying income levels (previous years' Notice of Assessment from Revenue Canada when filing taxes is required, line 150 from the Notice of Assessment must be below the Statistics Canada Low Income Cutoffs) and checking annually on the Federal Government website is the responsibility of the Director of Recreation Services.
 - Recreation Access Program FOBs (data-chip key tags) may be used only by the person named on the FOB and must be presented at each use.
 - Full-time students with no dependents are not eligible for the Recreation Access Program.
 - The Recreation Access Program FOB may be cancelled for non-observance of the rules.
 - The Recreation Access Program FOB will be valid for one year from time of issue. Applicants must reapply annually.
 - If application qualifies FOBs will be sent by mail unless otherwise specified. Please allow 2 weeks processing time.

To apply for this program, applicants must complete an annual application form that can be picked up from the District of Mackenzie Municipal Office or the Mackenzie Recreation Centre. These forms are to be given to the Rec Office in the Mackenzie Recreation Centre.

Implementation

Admission rates may take effect on January 1st of each year to coincide with a full fiscal year.

Base Rates will be subject to an increase annually as shown in the fees schedule as attached in the Recreation Fees and Charges Bylaw, as amended.



Recreation Access Program Application Form

Last Name	First Name	M/F	Date of Birth	For Office Use Only	
				ID card	Issued

Address: _____
 Postal Code: _____ Telephone: _____

This program is for Individuals with limited income and allows them to participate in recreational activities. In order to qualify the applicant(s) must be a permanent resident who lives within the District of Mackenzie or surrounding areas who qualify under one of the following categories: (please check a, b or c).

- A. ___ Referral.** I have been referred by the Ministry for Children & Family Development/Ministry of Social Development and Social Innovation (Please have your Employment and Assistance Worker/Social Worker/ sign & stamp the space provided below).
- B. ___ BC Seniors Supplement Recipient.** I am eligible for a Recreation Access card under this category. (Photocopy of your BC Seniors Supplement Statement is required)
- C. ___ Others in Need.** You MUST provide use with your previous years' Notice of Assessment that you get back from Revenue Canada when you file your taxes. No other documentation will be accepted. After May 31st, only the current years' Notice of Assessment will be accepted. Line 150 of your Notice of Assessment must be below the Statistics Canada Low Income Cutoffs (see chart below).

Qualifying Income Levels	
# in family	Level of household income yearly
1	\$18,000.00
2	\$22,453.00
3	\$28,541.00
4	\$32,973.00
5	\$35,973.00
6	\$38,973.00
7	\$41,916.00

Ministry for Children & Family Development/Ministry of Social Development and Social Innovation/ <u>ONLY</u> .
*(Please ensure client lives in Mackenzie, McLeod Lake or surrounding area and meets our economic criteria before signing and stamping). I authorize that the applicants listed above are eligible and qualify for the District of Mackenzie Recreation Access Program. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; text-align: center;"> _____ Print Name Clearly </div> <div style="width: 45%; text-align: center;"> _____ Staff Signature </div> </div>

PLEASE READ CAREFULLY AND SIGN BELOW

- Recreation Access Program FOBs (data-chip key tags) may be used only by the person named on the FOB and must be presented at each use.
- Full time students with no dependents are not eligible for the Recreation Access Program.
- The Recreation Access Program FOB may be cancelled for non-observance of the rules.
- The Recreation Access Program FOB will be valid for one year from time of issue. Applicants must reapply annually.
- If application qualifies FOBs will be sent by mail unless otherwise specified.
- Please allow **TWO (2) WEEKS** processing time.

Applicant Signature

Date

Submit Application to:

Mackenzie Recreation Centre
Attention: Rec Office
P.O. Bag 340, 400 Skeena Drive
Mackenzie BC, V0J 2C0

Phone: 250-997-5283

Hours of Operation:

Monday – Sunday
6:00 am – 10:00 pm

DISTRICT OF MACKENZIE

Bylaw No. 1466

A bylaw to regulate the rates, terms, and conditions
under which water from the municipal water utility may be supplied
and used to impose user fees related thereto.

WHEREAS Council wishes to repeal the District of Mackenzie "Water Rates and Regulations Bylaw No. 1432, 2020" as amended and wishes to adopt a new Water Rates and Regulations bylaw;

AND WHEREAS the *Local Government Act* authorizes Council to operate any service that Council considers necessary or desirable;

AND WHEREAS the *Local Government Act* authorizes Council to impose a fee or charge payable in respect of all or part of a service of the municipality.

NOW THEREFORE Council of the District of Mackenzie, in open meeting, hereby enacts as follows:

1. Bylaw No. 1432, 2020, cited as "Water Rates and Regulations Bylaw No. 1432, 2020" and amendments thereto as it applies to the District of Mackenzie is hereby repealed.
2. In this bylaw, unless the context otherwise requires:

"Building Inspector" means the Building Inspector of the District of Mackenzie or their designate.

"Chief Administrative Officer" means the Chief Administrative Officer of the District of Mackenzie or their designate.

"Chief Financial Officer" means the Chief Financial Officer of the District of Mackenzie or their designate.

"Connecting-pipe" means the water line extending from the water main to the property line of the property being serviced or about to be serviced.

"Consumer" means any person, company or corporation who is the owner or agent for the owner of any premises to which water is supplied or made available from the works and also any person who is the occupier of any such premises, and also includes any person who is actually a user of water supplied to any premises or by any service from the said works.

"Council" means the Council of the District of Mackenzie.

"Director or Operations" means the Director of Operations of the District or their designate.

"Fire Service" means any installation which may be provided to supply water for firefighting purposes over and above the supply of water required for the usual purposes of the consumer.

"Municipality" means the District of Mackenzie.

"Service-pipe" means that portion of the water supply line extending from the property line of the property concerned to the building situated thereon and joining the water connection to the plumbing system at the building.

"Water Connection" shall have the same meaning as "connecting-pipe."

"Water Mains" means the system or systems of piping, fittings and connections used in the distribution of water from the water works.

"Water Service" means the supply of water from the waterworks to any person and all taps, valves, meters, connections, and other things necessarily used for the purpose of such supply.

"Waterworks" means the waterworks of the District of Mackenzie.

3. APPLICATION FOR SERVICE

- (a) Application for the supplying of water to any property shall be made in writing and delivered to the Director of Operations and must be signed by the owner of the property or their duly authorized agent signing as such, or by the consumer applying for such water service. Each application, when signed by the potential customer, shall be an agreement whereby the customer agrees to abide by the terms and conditions of this bylaw.
- (b) Upon approval of the application by the Director of Operations, he or she may turn on or cause to be turned on, the water service to the consumer's premises.

4. CONNECTIONS

- (a) Applications for the installation and connection of a water service to any parcel of land shall be made in writing to the Director of Operations. Such application shall be signed by the owner of the property, or their duly authorized agent signing as such and shall be accompanied by the required charge.

- (b) Where a new building or structure is being built and will come within the provisions of this bylaw, the owner or their agent shall make application for a connection permit at the time he or she makes application for a building permit.
- (c) The Director of Operations shall determine the size of the pipe that is to be used in supplying any premises, the position to the street in which it is to be placed, and the main to which the connection shall be made if there is a choice of mains.
- (d) Upon approval of the application by the Director of Operations, a water connection extending from the water main to the applicant's property line shall be laid, unless already laid; thereupon the owner shall connect their service-pipe to the water connection in accordance with District of Mackenzie standards.
- (e) No work shall be permitted to be done on or under any street other than by an employee or agent of the municipality and no person shall be allowed to make any connection with the waterworks system without the permission in writing from the Director of Operations.
- (f) It shall be the responsibility of the consumer to supply, install and maintain the connection or joint at the property line between the consumer's service-pipe and the municipality's connecting-pipe. The said connection or joint shall be of an approved compression or flare-type fitting as per the BC Plumbing Code. No soldered joints below ground will be permitted.

5. CONNECTION CHARGE

To defray the cost of laying connecting pipe from water mains to the property being or about to be serviced, there is hereby imposed upon owners of such property a water connection charge.

For a water connection, the connection charge shall be an amount equal to the cost of the water connection including all materials, labour, equipment and overhead. The estimated cost of the connection as determined by the Director of Operations shall be tendered with the application. At the completion of the work, the Director of Operations shall certify the actual cost and any refund to which the owner is entitled shall be paid forthwith and any excess of the actual cost over the estimated cost shall be paid within thirty (30) days. Any amount remaining unpaid on the 31st of December of any year shall be added to the real property tax roll in respect of the property concerned.

6. SERVICE PIPES

- (a) Before any person shall install or construct any water service or commence doing any construction work in relation to or in connection therewith, they shall notify the

Building Inspector in writing. If required by the Building Inspector, they shall furnish a plan and specifications which shall show:

1. the purpose for which the water is to be used, the size of pipe and the number of outlets in connection with such an installation;
 2. a description of the material which the applicant proposes to use in connection with such installation or construction.
- (b) The installation of service-pipes shall be the responsibility of the property owner but shall conform to the specifications approved by the Building Inspector and the BC Building Code and BC Plumbing Code.
- (c) All underground pipes on any premises shall be placed below the frost line, and in no case, not less than 1.83 meters below the surface of the ground or if placed under a driveway, sidewalk or other area that will be cleared of snow, not less than 2.74 meters below the surface of the ground. All other pipes exposed to frost shall be properly and sufficiently protected therefrom.
- (d) It shall be the duty of every consumer to provide that all taps and fittings connected with the service within the premises are in good order and installed in accordance with the provisions of the BC Building Code and BC Plumbing Code.
- (e) Every premise shall have a properly placed curb stop.
- (f) When the owner's service-pipe plans and water connection application have been approved, they may proceed with the installation of the service-pipes. When the service-pipes have been installed, but before the excavation is backfilled, the Building Inspector shall be notified that such work is ready for inspection and shall make such inspection within two days thereafter, excluding Saturdays, Sundays, and Statutory Holidays.
- (g) The backfilling of the service-pipes shall not be commenced until the Building Inspector has signified in writing that he is satisfied that the materials and workmanship employed are to his/her satisfaction and that it meets the requirements of the BC Building Code and any other regulatory documents.
- (h) The Director of Operations or any other officer or employee of the municipality shall refuse to turn on water to any premises not complying with this section.
- (i) Every consumer shall provide for each service to his premises a pressure-reducing valve as per the BC Plumbing Code or whenever the water pressure in the main serving their property shall be or becomes so great as may cause damage.

7. METERS

- (a) Subject to Section 7 (b) hereof, the consumer is responsible to ensure that a meter is installed on all water services except those classifications or types of water service specified in Schedule "A" hereto. The Director of Operations may also require the installation of a meter where there appears to be a greater than average consumption or use of water or where water is being wasted.
- (b) Water meters are to be supplied and installed by the property owner and must meet District of Mackenzie specifications for new construction. The consumer shall provide a suitable location for the meters which is easily accessible.
- (c)
 1. Every consumer having a metered service shall pay for the amount of water registered by the meter in accordance with Schedule "B" attached hereto and forming part of this bylaw, and no reduction shall be allowed on account of any waste unless it be shown to the satisfaction of the Director of Operations that such waste arose from an accident to the pipes or fittings on the premises of the consumer arising from some cause beyond the control of the consumer, and unless it be further shown that such consumer used all reasonable diligence to stop such waste.
 2. When it shall have been determined that a reduction should have been made, the amount to be paid by the consumer shall be determined by taking the average reading of the meter for the six months immediately preceding the accident, which average quantity shall be paid for at the rate fixed for such purpose.
- (d) If any meter stops or fails to indicate correctly the quantity of water passing through it, the municipality shall be entitled to charge for such water according to the average consumption for the six months immediately preceding the date upon which such meter was last found to be in order.
- (e) All damages to meters due to hot water or freezing shall be chargeable against the consumer.

8. RATES

- (a) There is hereby imposed and levied a water user rate upon all users of water supplied by the municipal waterworks.
- (b) Each parcel of land or premises shall be classified in accordance with the classifications set out in Schedule "A" or "B" attached hereto and forming part of this bylaw and the user charge imposed shall be the rate shown opposite the relevant classifications.

- (c) 1. The user rate for single-family dwellings and two-family dwellings (classifications (1) and (2) of Schedule "A") shall be billed annually in conjunction with the annual municipal property tax billing.
 2. Where Schedule "B" water metered services commence at any time other than the beginning of any billing period, the amount due and payable shall be pro-rated to exclude those days between the beginning of the billing period and the commencement date.
 3. Where Schedule "B" water metered services are cancelled or terminated prior to the end date of any given billing period, the amount due and payable shall be pro-rated to include only those days between the beginning of the billing period and the date of such termination or cancellation.
 4. A 10% penalty will be applied to any outstanding amount after the tax due date on the annual property tax billing notice for single-family and two-family dwellings. Other consumers whose payment is received 42 days after the billing date will receive a 10% penalty.
- (d) The user rate for metered users (Schedule "B") and the user rate for classification numbers three (3), four (4), five (5) and six (6) under Schedule "A" shall be billed bi-monthly and are due and payable to the District of Mackenzie.
- (e) Any rate remaining unpaid on the due date for the period ending on the 31st day of December of any year shall be deemed to be taxes in arrears in respect of the property concerned and shall forthwith be entered on the real property tax roll by the Chief Financial Officer as taxes in arrears.
- (f) 1. No person, except an employee of the municipality in the course of his/her employment, or a member of the municipal fire department on duty, shall without the written authority of the Director of Operations, open any hydrant, standpipe or valve or use any water therefrom. Such authority shall reserve to the municipality the right to stop such use at any time for any reason without liability for damages resulting therefrom in any manner whatsoever.
2. Any request for a water turn-on or turn-off shall be made in writing to the Director of Operations and shall be subject to payment of the fee prescribed in Schedule "B."

9. FIRE SERVICE

- (a) All fire service shall be so installed that water used or which can be used for other than fire purposes shall be metered.

- (b) Any fire service that may be used for fire purposes only may, at the discretion of the Director of Operations, have a detector check valve with metered by-pass installed.
- (c) If it is found that water is being used for other than firefighting purposes on a service installed for firefighting purposes, the Director of Operations shall have the power and he/she is hereby authorized to shut off such service until a meter has been installed on such service at the expense of the consumer.
- (d) All meters and detector check valves used on fire services shall be of such make and pattern as may be approved by the Director of Operations.
- (e) The cost of all meters, gate valves and detector check valves and installation of same as defined in this section shall be borne by the consumer.

10. REGULATIONS

- (a) No person shall destroy, injure or tamper with any hydrant, meter, or other fixture of the waterworks, and no person shall in any manner interfere or meddle with the water connection or works in any street, or make any additions or alterations to the water system or any connection, or turn on or off any waterworks stop-cock, service valve, or gate-valve without the express approval of the Director of Operations.
- (b) No person shall sell or dispose of water from the municipal water system or give it away to any person or persons whatsoever or permit it to be taken away or carried away by any person or persons whomsoever or use or supply it to the use or benefit of others or wrongfully or improperly waste such water unless expressly permitted by Council.
 - 1. Should Council permit an application to sell or dispose of water from the municipal water system:
 - (i) the applicant must apply for an annual permit from the Director of Operations, and
 - (ii) such permits will expire one year from the date it is granted; and
 - (iii) as a condition of such permission the applicant will be limited to sell or dispose of no more than 25,000 gallons per month, and
 - (iv) that permission to dispose of more than 25,000 gallons per month is granted subject to the condition that the District may, in the case of force majeure, structural fires, water shortages, or other events where water is required to preserve health and safety to persons or properties, impose a further limitation on the volume of water for sale or disposal for the time

period it is required.

- (c) No connection or cross connection between the municipal water system and any other water system or source of water supply shall be permitted.
- (d) No person shall use water for irrigation, sprinkler, or garden purposes except as outlined in the Water Conservation Plan.
- (e) No person shall obstruct at any time or in any manner the access to any hydrant, valve, stop-cock or other fixture connected with the waterworks, and should any person obstruct such access the Director of Operations or any other employee or servant of the municipality may, by his/her order, remove such obstruction and the expense of such removal shall be charged to and paid by the person so offending, and on non-payment thereof, on demand, the municipality may recover the said expense in a court of competent jurisdiction.
- (f) No person shall obstruct or prevent the Director of Operations, or any person authorized by him/her from carrying out any or all of the provisions of this bylaw, nor shall any person refuse to grant the Director of Operations, or any person authorized by him/her, permission to inspect any water service work at any reasonable time.

11. ADMINISTRATION

- (a) The Director of Operations or his/her designate(s) is hereby authorized and directed to carry out the general supervision of the municipal waterworks system and to administer the provisions of this bylaw.
- (b) The Director of Operations shall have the authority to employ assistants and inspectors for the purpose of administering the provisions of this bylaw.
- (c) Nothing contained in this bylaw shall be construed to impose any duty or liability on the municipality to service any person or premises or to give a continuous supply of water to any person or premises.
- (d) The municipality shall not be liable for the failure of the water supply in consequence of any accident or damage to the works, or to excessive pressure or lack of pressure, or temporary stoppage thereof on account of alterations or repairs, whether such failure arises from the negligence of any person in the employ of the municipality or other person whomsoever, or through natural deterioration or obsolescence of the municipality's system or otherwise howsoever; but in the event of such failure or stoppage continuing for more than five consecutive days, an equitable reduction shall be made on all rates or services affected thereby.

(e) The municipality may, without notice, disconnect the water service to any premises for any of the following reasons, and the municipality shall not be liable for damages by reasons of discontinuing water service for such reasons:

1. Unnecessary or wasteful use of water, or violation of regulations concerning watering or sprinkling;
2. Non-payment of rates;
3. Failure to replace or repair defective pipes, fittings, valves, tanks, or appliances which are leaking or are otherwise not in a good state of repair and which are or may become a cause of waste of water;
4. For repairs;
5. For want of supplies;
6. For employing any pump, booster, or other device for the purpose of, or having the effect of, increasing water pressure in service lines, without obtaining the approval of Council;
7. For violation of any of the provisions of this bylaw.

(f) The Council may, in its discretion, whenever the public interest so requires, suspend, or limit the consumption of water from the municipal water system, or may regulate the hours of use, or may further prescribe the manner in which such water may be used.

12. OFFENCES

Any person who violates any provision of this bylaw or suffers or permits anything to be done in violation of this bylaw shall be deemed to have committed an offence and is punishable in accordance with the Offence Act; and each day on which the violation occurs shall be considered a separate offence.

13. This bylaw may be cited as "Water Rates and Regulations Bylaw No. 1466, 2022".

READ a first time this _____ day of _____, 2022.

READ a second time this _____ day of _____, 2022.

READ a third time this _____ day of _____, 2022.

ADOPTED this _____ day of _____, 2022.

I hereby certify the foregoing
to be a true and correct copy of
District of Mackenzie Bylaw
No. 1466 cited as "Water Rates
and Regulations Bylaw No.
1466, 2022".

Mayor

Corporate Officer

Corporate Officer

SCHEDULE "A"

To the "Water Rates and Regulations Bylaw No. 1466, 2022"
of the District of Mackenzie.

FLAT RATE USER RATES

<u>Classification No</u>	<u>Classification</u>	<u>Rates</u>
One (1)	Single Family Dwelling	\$381.43 per year
Two (2)	Two Family Dwelling	\$762.89 per year
Three (3)	Multi-Family Dwelling Row Housing - per unit	\$ 31.81 per month
Four (4)	Trailer Park Per trailer	\$ 22.13 per month
Five (5)	Churches/Temples	\$ 25.31 per month
Six (6)	Schools - Per Room	\$ 16.37 per month

SCHEDULE "B"

To the "Water Rates and Regulations Bylaw No. 1466, 2022"
of the District of Mackenzie.

METERED USER RATES - Bi-Monthly

Minimum charge	\$56.94
Usage in excess of 13,000 gallons or 2,080 ft ³ or 59.1m ³	\$ 4.38 per 1,000 gallons \$27.37 per 1,000 ft ³ \$ 0.97 per 1m ³

The above rates are due and payable on a bi-monthly basis.

Bulk Water	\$ 3.74 per cubic meter
Water Turn On	\$46.35
Water Turn Off	\$46.35

Due and payable on a monthly basis.

DISTRICT OF MACKENZIE

Bylaw No. 1467

A bylaw to regulate the connection to and use of the municipal sanitary and storm sewer systems and to impose charges and fees related thereto and to establish a user charge for use of the sanitary sewer system.

WHEREAS Council wishes to repeal the District of Mackenzie "Sewer Rates and Regulations Bylaw No. 1433, 2020" as amended and wishes to adopt a new Sewer Rates and Regulations bylaw:

AND WHEREAS the *Local Government Act* authorizes Council to operate any service that Council considers necessary or desirable;

AND WHEREAS the *Local Government Act* authorizes Council to impose a fee or charge payable in respect of all or part of a service of the municipality.

NOW THEREFORE Council of the District of Mackenzie, in open meeting, hereby enacts as follows:

1. Bylaw No. 1433, 2020, cited as "Sewer Rates and Regulations Bylaw No. 1433, 2020" and amendments thereto as it applies to the District of Mackenzie is hereby repealed.
2. In this bylaw, unless the context otherwise requires:

"Building Inspector" means the Building Inspector of the District of Mackenzie or their designate.

"Building Sewer" means the pipe, fittings and connections extending from the property line of the property concerned to the building situated thereon and joining the sewer connection to the plumbing system at the building.

"Chief Administrative Officer" means the Chief Administrative Officer of the District of Mackenzie or their designate.

"Chief Financial Officer" means the Chief Financial Officer of the District of Mackenzie or their designate.

"Council" means the Council of the District of Mackenzie.

"Director of Operations" means the Director of Operations of the District of Mackenzie or their designate.

"Municipality" means the District of Mackenzie.

"Owners" shall mean the "registered owner" and may mean and include the agent, heir, executor or administrator of such "owner" or the lessees or occupier of the premises.

"Sanitary Sewer" means the system or systems of piping, fittings, and connections under the control of the District of Mackenzie intended to convey sewage effluent only.

"Sewer Connection" means the pipe, fittings and connections extending from the sanitary or storm sewer as the case may be to the property line of the property being serviced or about to be serviced.

"Storm Sewer" means a system or systems of piping, fittings, or connections under the control of the District of Mackenzie intended to convey storm waters or drainage but excludes sewage or industrial waste.

3. STORM SEWER CONNECTION REQUIRED

- (a) Where a storm sewer is located under or upon a street, lane or other public right-of-way abutting any real property upon which development has taken place or is about to take place, said property shall be connected to the storm sewer in the manner provided in this bylaw and the BC Building and Plumbing Codes, unless otherwise indicated herein.
- (b) Subsection (a) above does not apply to single-family or two-family dwelling lots or properties in existence at the time of the adoption of this bylaw, provided however, that such lots or properties shall be connected to the sanitary sewer system in accordance with this bylaw and the aforesaid Codes.

4. SANITARY SEWER CONNECTION REQUIRED

Every owner of real property which abuts a street or lane or other public right-of-way upon or under which there is laid a sanitary sewer and upon which there is situated a building or structure shall connect or cause to be connected, the said building or structure to the sanitary sewer in the manner provided in this bylaw and the BC Building and Plumbing Codes.

5. APPLICATION FOR CONNECTION

- (a) Application for connection to the sanitary or storm sewer systems shall be made by the owner of the property to be serviced and shall be made in writing to the Building Inspector.

- (b) The said application shall be accompanied by the connection charge prescribed in Section 6 hereof.
- (c) Upon approval of the application, the Director of Operations shall cause to be installed, unless already installed, a sewer connection extending from the sanitary or storm sewer, as the case may be, to the applicant's property line. Thereupon the owner shall connect their building sewer to the sewer connection in accordance with the regulations hereinafter contained.
- (d) If the application is rejected, the Building Inspector shall notify the owner of the reasons for rejection.
- (e) Where a new building or structure is being built and will come within the provisions of this bylaw, the owner or their agent shall make application for a connection permit and pay the connection charge at the time they make application for a building permit.

6. CONNECTION CHARGE

- (a) There is hereby imposed and levied a connection charge upon owners of real property to which this bylaw applies to defray the cost of installing sewer connections from the sanitary or storm sewer, as the case may be, to the owner's property.
- (b) For sanitary sewer connections and for storm sewer connections, the connection charge shall be an amount equal to the installation cost of said sewer connection including all materials, labour, equipment and overhead. The estimated cost of the connection as determined by the Director of Operations shall be tendered with the application. At the completion of the work the Director of Operations shall certify the actual cost, and any refund to which the owner is entitled shall be paid forthwith, and any excess of the actual cost over the estimated cost shall be paid within thirty (30) days. Any amount remaining unpaid on the 31st of December of any year shall be deemed to be taxes in arrears in respect of the property concerned and shall forthwith be entered on the real property tax roll by the Chief Financial Officer as taxes in arrears.
- (c) The connection charge does not embrace works within the property of the applicant.

7. FAILURE TO CONNECT

- (a) In the event of any owner failing to make application for a sewer connection required under this bylaw, the Building Inspector may serve on the owner a notice stating that the said owner shall connect or cause to be connected their buildings or structures to the sanitary or storm sewer, as the case may be, within sixty (60) days of

the date of the notice or the municipality will have the work done at the expense of the owner.

- (b) After the expiration of the sixty (60) day period the municipality may enter upon the property of the owner and cause the connection to be made. The total cost and expense of making the connection, including the cost of installing the building sewer and the sewer connection, shall be charged against the owner of the property. Any amount remaining unpaid on the 31st day of December of any year shall be deemed to be taxes in arrears in respect of the property concerned and shall forthwith be entered on the real property tax roll by the Chief Financial Officer as taxes in arrears.

8. USE OF SEWERS

- (a) No person shall discharge or cause to be discharged:

1. Any sewage effluent into a storm sewer;
2. Any gasoline, naphtha, or other flammable liquid or explosive substance, or any grease, oil, lye, free acid, mud, grit, plaster of paris, lime, clay or any other trade or industrial waste which may injure or impair the efficiency of any sanitary or storm sewer, through deposits forming in them or any other action contributing to the deterioration of same.
3. Any steam exhaust, blow-off or drip from drip-pipe or any heated water into any sewer until the temperature has been reduced to at least sixty (60) degrees Celsius, provided that steam exhausts shall be discharged into a blow-off or condensing tank and no such tank may be connected to the sewer until the Building Inspector has approved in writing the design, construction and location of such tank.

- (b) In the case of any commercial or industrial premises where there exists a possibility that such noxious wastes as described in subsection (a) may be discharged into the sanitary or storm sewer, a permit to connect to said sewer may be issued by the Building Inspector when he/she has approved the lay-out and design of the protective devices by means of which the applicant proposes to prevent or neutralize the discharge of the said noxious wastes into the sanitary or storm sewer.

9. BUILDING SEWER SPECIFICATIONS

- (a) The minimum diameter of every building sewer pipe shall be 10.16 centimeter (cm).
- (b) Where a sanitary or storm sewer system is available, each lot or premises must be separately and independently connected to the said sewer, as the case may be.

- (c) All building sewers from houses and other buildings shall be installed by, and at the cost of, the owner and shall be constructed of one of the following materials:
 - 1. Plastic sewer pipe conforming to CAN/CSA-B181.1, CAN/CSA-B181.2, CAN/CSA-B182.4, CAN/CSA-B182.6, CAN/CSA-B181.3, or
 - 2. Such other material as per the BC Plumbing Code.
- (d) The building sewer pipes shall be installed to as per the BC Building Code.
- (e) The building sewer pipe shall be installed not less than 1.83 meters below the finished surface of the ground, as measured to the top of said pipe.
- (f) The building sewer pipe shall be installed concentric to each adjacent pipe and the joint shall be flush, even, and free of any internal obstruction.
- (g) Where couplings are provided by the manufacturer the couplings shall be installed in accordance with the manufacturer's specifications.
- (h) In no case shall cement mortar and oakum joints be permitted.
- (i) Bell and spigot building sewer pipes shall be installed with the spigot end facing in the direction of the flow.
- (j) The building sewer pipes shall not bear on any plank, timber, rock, or other unyielding object, nor shall any such object be placed against said pipe in backfilling.
- (k) Excavations for building sewer trenches shall have a uniform grade at the bottom. Each length of said pipe shall be given a solid, even bearing using sand or concrete, if necessary, and the soil on each side of the pipe shall be well packed.
- (l) Where the building sewer pipe is installed near any shrub or tree whose roots may penetrate said pipe joints, the Building Inspector may require that special joint-material be used.
- (m) At every change of direction, the owner shall install a long sweep bend whose radius shall be at least 91.44 centimeters.
- (n) Immediately inside the building or structure and in an accessible position, the owner shall install a clean-out of the same diameter as the building sewer connection pipe.
- (o) Where the building sewer is installed over filled ground or in ground which may be subject to settling, the Building Inspector may require that soil be compacted to 90% of Standard Proctor Density (ASTM-D698).

- (p) Notwithstanding the provisions contained in Section 9 hereof, the BC Building and Plumbing Codes shall take precedence with respect to design specifications and installation criteria of building sewers.

10. INSPECTION OF BUILDING SEWERS

- (a) When the owner has completed the installation of their building sewer, but before the same has been backfilled, they shall inform the Building Inspector that the installation is complete, and the Building Inspector shall inspect the work within 48 hours excluding Saturday, Sunday, and Statutory Holidays.
- (b) The owner shall test the building sewer for watertightness in the presence of the Building Inspector or his/her designate. The test shall be performed by sealing the building sewer at the property line, using an approved plug, and then filling the said sewer with water so that a head of not less than three (3) meters is placed on all sections of the building sewer for a period of 15 minutes.
- (c) The backfilling of the building sewer shall not be commenced until the Building Inspector has signified in writing that he/she is satisfied that the materials and workmanship employed are to his/her satisfaction and that the pertinent sections of this and other bylaws have been adhered to.
- (d) Materials and workmanship which, in the opinion of the Building Inspector are defective, or otherwise not in accordance with the provisions of this bylaw shall be removed and replaced by the owner, at the direction of the Building Inspector and the building sewer shall not be backfilled unless and until the said sewer has been accepted and approved by the Building Inspector. Failure to replace materials or workmanship as provided in this section shall be cause for the municipality to proceed with the issuance of a notice referred to in Section 7 of this bylaw and remedy the situation accordingly.

11. USER RATES

- (a) There shall be and is hereby imposed and levied a sanitary and/or storm sewer user charge against the owner of real property whose property or premises is connected to the sanitary and/or storm sewer system. For convenience purposes, the above-mentioned charge may be billed to a tenant or occupier of the property however, the owner remains ultimately responsible for payment of same.
- (b) Each parcel of land or premises shall be classified in accordance with the classifications set out in Schedule "A" or "B" attached hereto and forming part of this bylaw and the user charge imposed shall be the rate shown opposite the relevant classifications.

- (c) 1. The user rate for single-family dwellings and two-family dwellings (classifications one (1) and two (2) of Schedule "A") shall be billed annually in conjunction with the annual municipal property tax billing.
 2. Where Schedule "B" sanitary sewer service commences at any time other than the beginning of any billing period, the amount due and payable shall be pro-rated to exclude those days between the beginning of the billing period and the commencement date.
 3. Where Schedule "B" water metered services are cancelled or terminated prior to the end date of any given billing period, the amount due and payable shall be pro-rated to include only those days between the beginning of the billing period and the date of such termination or cancellation.
 4. A 10% penalty will be applied to any outstanding amount after the tax due date on the annual property tax billing notice for single-family and two-family dwellings. Other consumers whose payment is received 42 days after the billing date will receive a 10% penalty.
- (d) The user rate for meter users (Schedule "B") and the user rate for classification numbers three (3), four (4), five (5) and six (6) under Schedule "A" shall be billed bi-monthly and are due and payable to the District of Mackenzie.
 - (e) Any rate remaining unpaid on the due date for the period ending on the 31st day of December of any year shall be deemed to be taxes in arrears in respect of the property concerned and shall forthwith be entered on the real property tax roll by the Chief Financial Officer as taxes in arrears.

12. ADMINISTRATION

- (a) The Director of Operations or his/her designate(s) is hereby authorized and directed to carry out the general supervision of the municipal sanitary sewer system and to administer the provisions of this bylaw.
- (b) The Director of Operations shall have the authority to employ assistants and inspectors for the purpose of administering the provisions of this bylaw.
- (c) Nothing contained in this bylaw shall be construed to impose any duty or liability on the municipality to service any person or premises or to maintain without interruption, any sanitary sewer service to any person or premises.
- (d) The municipality shall not be liable for the failure of the sanitary sewer system as a consequence of any accident or damage to said system or any stoppage of service for any reason whatsoever, whether such failure arises from the negligence of any

person in the employ of the municipality or other person whomsoever, or through natural deterioration or obsolescence of the municipality's system or otherwise howsoever; but in the event of such failure or stoppage continuing for more than five consecutive days, an equitable reduction shall be made on all rates or services affected thereby.

13. OFFENCES

Any person who violates any of the provisions of this bylaw or who suffers or permits anything to be done in violation of this bylaw shall be deemed to have committed an offence and is punishable in accordance with the Offence Act; and each day on which the violation occurs shall be considered a separate offence.

14. This bylaw may be cited as "Sewer Rates and Regulations Bylaw No. 1467, 2022".

READ a first time this _____ day of _____, 2022.

READ a second time this _____ day of _____, 2022.

READ a third time this _____ day of _____, 2022.

ADOPTED this _____ day of _____, 2022.

I hereby certify the foregoing to be a true and correct copy of District of Mackenzie Bylaw No. 1467 cited as "Sewer Rates and Regulations Bylaw No. 1467, 2022".

Mayor

Corporate Officer

Corporate Officer

SCHEDULE "A"

To the "Sewer Rates and Regulations Bylaw No. 1467, 2022"
of the District of Mackenzie.

FLAT RATE USER RATES

<u>Classification No</u>	<u>Classification</u>	<u>Rates</u>
One (1)	Single Family Dwelling	\$249.11 per year
Two (2)	Two Family Dwelling	\$498.23 per year
Three (3) Row Housing - Per unit	Multi-Family Dwelling \$ 20.76 per month	
Four (4)	Trailer Park Per trailer	\$ 20.76 per month
Five (5)	Churches/Temples	\$ 20.76 per month
Six (6)	Schools - Per Room	\$ 14.05 per month

SCHEDULE "B"

To the "Sewer Rates and Regulations Bylaw No. 1467, 2022"
of the District of Mackenzie.

SEWER USER RATES FOR WATER METERED PREMISES - Bi-Monthly

Minimum charge	\$ 49.34
Usage in excess of 13,000 gallons or 2,083 ft ³ or 5.91 m ³	\$ 3.80 per 1,000 gallons \$23.72 per 1,000 ft ³ \$ 0.83 per 1 m ³

LAGOON DUMPING

Within business hours	\$ 75.00/load
Outside of business hours	\$125.00/load

Due and payable on a monthly basis.

DISTRICT OF MACKENZIE

Bylaw No. 1468

A bylaw to provide for the establishment and maintenance of a system for the collection, removal, and disposal of garbage and to prescribe the terms and conditions for the use of this system.

WHEREAS Council wishes to repeal the District of Mackenzie "Garbage Bylaw No. 1434, 2020" as amended, and wishes to adopt a new Garbage Rates and Regulations Bylaw;

AND WHEREAS the *Local Government Act* authorizes Council to operate any service that Council considers necessary or desirable;

AND WHEREAS the *Local Government Act* authorizes Council to impose a fee or charge payable in respect of all or part of a service of the municipality;

AND WHEREAS Council may, by bylaw, establish and maintain a system to collect, remove and dispose of garbage and prescribe terms and conditions on which persons may make use of the system and may compel payment of charges and impose penalties for failing to comply with the terms and conditions of the system.

NOW THEREFORE Council of the District of Mackenzie, in open meeting, hereby enacts as follows:

1. Bylaw No. 1434, 2020, cited as "Garbage Bylaw No. 1434, 2020" and amendments thereto as it applies to the District of Mackenzie is hereby repealed.
2. In this bylaw, unless the context otherwise requires:

"Chief Financial Officer" means the Chief Financial Officer of the District of Mackenzie or their designate.

"Director of Operations" means the Director of Operations of the District of Mackenzie or their designate.

"Dwelling" shall mean any place used as a dwelling by one family but excludes any building containing commercial premises.

"Garbage" shall mean and include any and all rejected, abandoned or discarded waste food, ashes, sweepings, packing, vegetable or animal food, crockery, glass or metalware, but does not include grass, trees, hedge clippings or other garden refuse.

"Municipality" shall mean the District of Mackenzie.

"Owners" shall mean the "registered owner" and may mean and include the agent, heir, executor or administrator of such "owner" or the lessees or occupier of the premises.

"Recyclables" shall mean items which are designated by the Regional District as Recyclables i.e.: newspapers, flyers, phone books, catalogues, computer/office paper, grocery bags, non-waxed cardboard, corrugated cardboard, metal food and beverage containers.

"Trade Waste" shall mean refuse and accumulation of waste and abandoned material resulting from the operation of a trade or business, including paper, boxes and packing cases, wrapping materials, sweepings, and all inflammable materials of a like nature other than garbage and ashes and such trade waste shall consist chiefly of paper waste.

3. The municipality is hereby authorized to establish, equip, maintain, and operate a system of "garbage collection" within the municipality under the control and direction of the Director of Operations or may enter into contracts with any person for all or part of the collection, removal and disposal of garbage.
4. The municipality shall replace containers that are damaged but will not be responsible for any containers that are lost.
5. Garbage containers are assigned to a specific property and shall remain with that property at all times.
6. No liquids shall be put in or be allowed to accumulate in any containers and all such containers shall be kept covered with water-tight lids.
7. No person shall place or mix with any material for removal as garbage, any explosive matter. Wet garbage shall be wrapped in paper before being deposited in a container. Animal excreta must be placed in a separate plastic bag and deposited within the regular garbage container.
8. Where lanes do not exist, the householder shall be responsible for bringing the garbage containers to the street boulevard, placing them as close to the curb as possible, and removing empty containers from the boulevards within twenty-four (24) hours of garbage pick-up.
9. All waste material requiring removal which is not garbage, as defined by the bylaw, is the responsibility of the property owner. The municipality reserves the right not to remove such material.

10. Every owner or occupier of premises shall make use of any disposal system established by the municipality and shall pay for the collection of garbage for premises as herein provided.
11. (a) The user rates for the garbage collection services shall be billed bi-monthly, except for single-family and two-family dwelling user rates which shall be billed annually in conjunction with the municipal property tax billing.
- (b) User rates for garbage collection services shall be due and payable to the District Of Mackenzie and failure to receive mail will not be accepted as an excuse for not paying rates when due.
- (c) Where garbage collection services commence at any time other than the beginning of any billing period, the amount due and payable shall be pro-rated to exclude those days between the beginning of the billing period and the commencement date.
- (d) Where the charge for garbage collection services is cancelled or terminated prior to the end date of any given billing period, the amount due and payable shall be pro-rated to include only those days between the beginning of the billing period and the date of such termination or cancellation.
- (e) Any rate remaining unpaid on the due date for the period ending on the 31st day of December of any year shall be deemed to be taxes in arrears in respect of the property concerned and shall forthwith be entered on the real property tax roll by the Chief Financial Officer as taxes in arrears.
- (f) A 10% penalty will be applied to any outstanding amount after the tax due date on the annual property tax billing notice for single-family and two-family dwellings. Other consumers whose payment is received 42 days after the billing date will receive a 10% penalty.
- (g) An owner of a parcel receiving services under this bylaw may apply for bi-weekly collection by submitting a written request to the Director of Operations. When the change in collection is requested, adjusted fees, where applicable, are payable in the amounts established under Schedule "A."
- (h) Requested changes made under section 11(g) are accepted only once annually. Any changes to the current calendar year must be submitted to the Director of Operations by the 1st of December of the previous year, to take effect on the 1st of January. If ownership of the property changes, the new owner will be granted a 60-day period to request a change in collection service.

12. Rates for garbage collection services are set out in Schedule "A" and Schedule "B" attached hereto and forming part of this bylaw.
13. The municipality reserves the right to suspend collection service from properties where the facilities for receptacles are contrary to the provisions of this bylaw.
14. Any person who violates any of the provisions of this bylaw or who suffers or permits anything to be done in violation of this bylaw shall be deemed to have committed an offence and is punishable in accordance with the Offence Act; and each day on which the violation occurs shall be considered a separate offence.
15. This Bylaw may be cited as "Garbage Rates and Regulations Bylaw No. 1468, 2022"

READ a first time this _____ day of _____, 2022.

READ a second time this _____ day of _____, 2022.

READ a third time this _____ day of _____, 2022.

ADOPTED this _____ day of _____, 2022.

I hereby certify the foregoing
to be a true and correct copy of
District of Mackenzie Bylaw
No. 1468 cited as "Garbage Rates and
Regulations Bylaw No. 1468, 2022".

Mayor

Corporate Officer

Corporate Officer

SCHEDULE A

To the "Garbage Rates and Regulations Amendment Bylaw No. 1468, 2022"
of the District of Mackenzie.

(a) Single Family Dwelling (per unit)

For one collection per week, \$14.61/month

For one collection every two weeks \$12.37/month

(b) Two Family Dwelling (per unit)

For one collection per week, \$14.61/month

For one collection every two weeks \$12.37/month

SCHEDULE B

To the "Garbage Rates and Regulations Bylaw No. 1468, 2022"
of the District of Mackenzie.

- (a) Monthly rates for pickup of solid waste from bulk containers, per size of bins, in any classifications shall be charged as follows:

Bulk containers with a capacity of 2 cubic yards:

Number of containers (2 cubic yards)	Number of Pickups per Week	
	1	2
1	\$ 35.90	\$ 71.80
2	\$ 71.80	\$ 143.60
3	\$ 107.70	\$ 215.40
4	\$ 143.60	\$ 287.20
5	\$ 179.50	\$ 359.00

Bulk containers with a capacity of 3 cubic yards:

Number of containers (3 cubic yards)	Number of Pickups per Week	
	1	2
1	\$ 53.85	\$ 107.70
2	\$ 107.70	\$ 215.40
3	\$ 161.55	\$ 323.10
4	\$ 215.40	\$ 430.80
5	\$ 269.25	\$ 538.50

Bulk containers with a capacity of 4 cubic yards:

Number of containers (4 cubic yards)	Number of Pickups per Week	
	1	2
1	\$ 71.80	\$ 143.60
2	\$ 143.60	\$ 287.20
3	\$ 215.40	\$ 430.80
4	\$ 287.20	\$ 574.40
5	\$ 359.00	\$ 718.00

Additional Containers

Applicable rate for 5 containers, per size, plus applicable rate for additional number of containers of the same size.

- (b) When bulk containers are utilized, the rates for individual use classifications do not apply.
- (c) All bulk containers shall be supplied by the District at the following monthly rental rates, per number and size of bulk containers:
 - \$ 46.76/month for a bulk container with a capacity of 2 cubic yards
 - \$ 51.06/month for a bulk container with a capacity of 3 cubic yards
 - \$ 55.36/month for a bulk container with a capacity of 4 cubic yards
- (d) Special requests for additional bulk containers outside the monthly rental options will be subject to the following fees:
 - \$ 50.00/delivery per bulk container
 - \$ 50.00/pickup per bulk container
- (e) Deliveries or pickups outside the regular scheduled days, Monday, and Thursday, will be calculated at three times the applicable rate.
- (f) Deliveries or pickups requested outside the scheduled business hours will be calculated at three times the applicable rate plus the applicable overtime rate.

DISTRICT OF MACKENZIE

Bylaw No. 1469

A bylaw to amend Recreation Fees and Charges Bylaw No. 1403, 2018

WHEREAS pursuant to Section 12(1) of the *Community Charter*, Council may, by bylaw, make different provisions for different areas, times, conditions, or circumstances; establish different classes or persons, places, activities, property, or things; and make different provisions, including exceptions, for different classes established under the bylaw;

AND WHEREAS pursuant to Section 194(1) of the *Community Charter* a Council may, by bylaw, impose a fee payable in respect of all or part of a service of the municipality; the use of municipal property; or the exercise of authority to regulate, prohibit or impose requirements;

AND WHEREAS pursuant to Section 194(2) of the *Community Charter* a bylaw under this section may base the fee on any factor specified in the bylaw and, in addition to the authority under Section 12(1), establish different rates or levels of fees in relation to different factors; establish terms and conditions for payment of a fee, including discounts, interest and penalties; and provide for the refund of a fee;

AND WHEREAS Council deems it desirable to establish fees and charges for admission to or for the use of any recreation facility;

NOW THEREFORE the Council of the District of Mackenzie, is open meeting assembled, **HEREBY ENACTS** as follows:

1. Schedule "A" attached hereto and forming part of this bylaw is hereby adopted and represents the fees for facility rentals, admissions, multipasses, and memberships for the years 2022 - 2027. These fees become effective March 1, 2022 until such time as they are amended.
2. Bylaw No. 1403, cited as "Recreation Fees and Charges Bylaw No. 1403, 2018" and amendments thereto as it applies to the District of Mackenzie is hereby repealed.
3. This bylaw may be cited for all purposes as "Recreation Fees and Charges Bylaw No. 1469, 2022."

READ a first time this _____ day of _____, 2022.

READ a second time this _____ day of _____, 2022.

READ a third time this _____ day of _____, 2022.

ADOPTED this _____ day of _____, 2022.

I hereby certify the foregoing
to be a true and correct copy
of District of Mackenzie Bylaw
No. 1469 cited as "Recreational
Fees and Charges Bylaw No.
1469, 2022".

Mayor

Corporate Officer

Corporate Officer

Schedule "A" - Bylaw 1469 Recreation Fees and Charges

Facility Rentals

ARENA RENTALS								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
ARENA ICE - HOURLY - ADULT - BASE RATE	GST	\$ 146.34	\$ 146.34	\$ 150.00	\$ 153.75	\$ 157.59	\$ 161.53	\$ 165.57
ARENA ICE - HOURLY - JR GAME	GST	\$ 160.00	\$ 160.00	\$ 164.00	\$ 168.10	\$ 172.30	\$ 176.61	\$ 181.03
ARENA ICE - HOURLY - JR PRACTICE	GST	\$ 80.00	\$ 80.00	\$ 82.00	\$ 84.05	\$ 86.15	\$ 88.31	\$ 90.51
ARENA ICE - HOURLY - MINOR SPORT	GST	\$ 65.85	\$ 65.85	\$ 67.50	\$ 69.19	\$ 70.92	\$ 72.69	\$ 74.51
ARENA ICE - DAILY - ADULT	GST	\$ 1,317.06	\$ 1,317.06	\$ 1,349.99	\$ 1,383.74	\$ 1,418.33	\$ 1,453.79	\$ 1,490.13
ARENA ICE - DAILY - MINOR SPORT	GST	\$ 592.68	\$ 592.68	\$ 607.49	\$ 622.68	\$ 638.25	\$ 654.20	\$ 670.56
ARENA FLOOR - HOURLY - ADULT	GST	\$ 73.17	\$ 73.17	\$ 75.00	\$ 76.87	\$ 78.80	\$ 80.77	\$ 82.79
ARENA FLOOR - HOURLY - MINOR SPORT	GST	\$ 32.93	\$ 32.93	\$ 33.75	\$ 34.59	\$ 35.46	\$ 36.34	\$ 37.25
ARENA FLOOR - DAILY - ADULT	GST	\$ 512.19	\$ 512.19	\$ 524.99	\$ 538.12	\$ 551.57	\$ 565.36	\$ 579.50
ARENA FLOOR - DAILY - MINOR SPORT	GST	\$ 230.49	\$ 230.49	\$ 236.25	\$ 242.15	\$ 248.21	\$ 254.41	\$ 260.77
JUNIOR A - MONTHLY Dressing Room	GST	\$ 200.00	\$ 200.00	\$ 205.00	\$ 210.13	\$ 215.38	\$ 220.76	\$ 226.28
JUNIOR A - MONTHLY Coaches Room	GST	\$ 50.00	\$ 50.00	\$ 51.25	\$ 52.53	\$ 53.84	\$ 55.19	\$ 56.57

POOL RENTALS								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
Pool- Hourly- Swim Club (Per Lane)	GST	\$ 10.16	\$ 10.16	\$ 10.42	\$ 10.68	\$ 10.94	\$ 11.22	\$ 11.50
POOL - HOURLY	GST	\$ 121.95	\$ 121.95	\$ 125.00	\$ 128.12	\$ 131.33	\$ 134.61	\$ 137.98
Private Lesson Per Lesson (30 min)	None	\$ 23.21	\$ 23.21	\$ 23.79	\$ 24.39	\$ 25.00	\$ 25.62	\$ 26.26
Swim Lesson Per Class - 45 Minute	None	\$ 7.02	\$ 7.02	\$ 7.19	\$ 7.37	\$ 7.56	\$ 7.75	\$ 7.94
Swim Lesson Per Class - 30 Minute	None	\$ 4.68	\$ 4.68	\$ 4.79	\$ 4.91	\$ 5.03	\$ 5.16	\$ 5.29

COMMUNITY HALL RENTALS								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
ROSE BOYKO/SAS DA'GHE HOURLY- Standard	GST	\$ 19.51	\$ 19.51	\$ 20.00	\$ 20.50	\$ 21.01	\$ 21.54	\$ 22.07
ROSE BOYKO/SAS DA'GHE - Daily- Standard	GST	\$ 117.06	\$ 117.06	\$ 119.99	\$ 122.99	\$ 126.06	\$ 129.21	\$ 132.44
CALLAHAN - HOURLY	GST	\$ 29.27	\$ 29.27	\$ 30.00	\$ 30.75	\$ 31.52	\$ 32.30	\$ 33.11
CALLAHAN DAILY	GST	\$ 175.59	\$ 175.59	\$ 179.98	\$ 184.48	\$ 189.09	\$ 193.82	\$ 198.66
COMMUNITY HALL - HOURLY- Standard	GST	\$ 58.53	\$ 58.53	\$ 59.99	\$ 61.49	\$ 63.03	\$ 64.61	\$ 66.22
COMMUNITY HALL - DAILY- Standard	GST	\$ 351.18	\$ 351.18	\$ 359.96	\$ 368.96	\$ 378.18	\$ 387.64	\$ 397.33
Dressing Room Clean Up	GST	\$ 102.50	\$ 102.50	\$ 105.06	\$ 107.69	\$ 110.38	\$ 113.14	\$ 115.97
Full Music Set Up	GST	\$ 256.25	\$ 256.25	\$ 262.66	\$ 269.22	\$ 275.95	\$ 282.85	\$ 289.92
Lights & Trusses Rental Fee	GST	\$ 102.50	\$ 102.50	\$ 105.06	\$ 107.69	\$ 110.38	\$ 113.14	\$ 115.97
Sound System (Fender)	GST	\$ 66.63	\$ 66.63	\$ 68.29	\$ 70.00	\$ 71.75	\$ 73.54	\$ 75.38
Outdoor Basic Stage Rental Fee (Town)	None	\$ 390.24	\$ 390.24	\$ 390.24	\$ 390.24	\$ 390.24	\$ 390.24	\$ 390.24

Outdoor Basic Stage Rental Fee (Outside Town)	None	\$ 750.00	\$ 750.00	\$ 768.75	\$ 787.97	\$ 807.67	\$ 827.86	\$ 848.56
Outdoor Basic Stage Rental Fee	None	\$ 390.24	\$ 390.24	\$ 400.00	\$ 410.00	\$ 420.25	\$ 430.75	\$ 441.52
Indoor Stage Rental Fee	None	\$ 262.50	\$ 262.50	\$ 269.06	\$ 275.79	\$ 282.68	\$ 289.75	\$ 296.99
Stage Lighting and Sound	None	\$ 525.00	\$ 525.00	\$ 538.13	\$ 551.58	\$ 565.37	\$ 579.50	\$ 593.99
Community Hall - Banquet or Cabaret Set Up 26+ Tables (includes table cloths)	GST	\$ 112.75	\$ 112.75	\$ 115.57	\$ 118.46	\$ 121.42	\$ 124.45	\$ 127.57

Other Rentals

OTHER RENTALS/FEES								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
EQUIPMENT RENTAL **Climbing Shoes, harness, Lifejacket, Skates	GST	\$ 3.00	\$ 3.00	\$ 3.08	\$ 3.15	\$ 3.23	\$ 3.31	\$ 3.39
Cross Country Ski Rentals	GST	\$ 9.52	\$ 10.00	\$ 10.25	\$ 10.50	\$ 10.76	\$ 11.03	\$ 11.31
PADDLEBOARD - DAILY	None	\$ 30.00	\$ 31.50	\$ 32.29	\$ 33.09	\$ 33.92	\$ 34.77	\$ 35.64
Arena Locker Rental	GST	\$ 142.00	\$ 149.10	\$ 152.83	\$ 156.65	\$ 160.56	\$ 164.58	\$ 168.69
Online Convenience Fee		2.86%	3.00%	3.07%	3.15%	3.23%	3.31%	3.39%

Drop In Admissions & Multipasses

DROP IN ADMISSIONS								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
Non Resident Fee		Add 15%						
Child Drop in	GST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Youth/Senior Drop in	GST	\$ 2.93	\$ 2.93	\$ 3.00	\$ 3.07	\$ 3.15	\$ 3.23	\$ 3.31
Adult Drop in	GST	\$ 5.85	\$ 5.85	\$ 6.00	\$ 6.15	\$ 6.30	\$ 6.46	\$ 6.62
Family Drop in	GST	\$ 11.70	\$ 11.70	\$ 11.99	\$ 12.29	\$ 12.60	\$ 12.91	\$ 13.24

MULTIPASSES								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
Non Resident Fee		Add 15%						
Senior/Youth 25 Multipass	GST	\$ 64.35	\$ 64.35	\$ 65.96	\$ 67.61	\$ 69.30	\$ 71.03	\$ 72.81
Adult 25 Multipass	GST	\$ 128.70	\$ 128.70	\$ 131.92	\$ 135.22	\$ 138.60	\$ 142.06	\$ 145.61

All multipasses will automatically expire 12 months from purchase date

Memberships

MEMBERSHIPS								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
Non Resident Fee		Add 15%						
Senior/Youth 1 Month	GST	\$ 26.29	\$ 28.91	\$ 30.36	\$ 31.88	\$ 32.67	\$ 33.49	\$ 34.33
Senior/Youth 6 Month	GST	\$ 98.55	\$ 108.41	\$ 113.83	\$ 119.52	\$ 122.50	\$ 125.57	\$ 128.71
Senior/Youth 12 Month	GST	\$ 186.15	\$ 204.76	\$ 215.00	\$ 225.75	\$ 231.39	\$ 237.18	\$ 243.11
Adult 1 Month	GST	\$ 52.57	\$ 57.83	\$ 60.72	\$ 63.75	\$ 65.35	\$ 66.98	\$ 68.66
Adult 6 Month	GST	\$ 197.10	\$ 216.81	\$ 227.65	\$ 239.03	\$ 245.01	\$ 251.13	\$ 257.41

Adult 12 Month	GST	\$ 372.29	\$ 409.52	\$ 429.99	\$ 451.49	\$ 462.78	\$ 474.35	\$ 486.21
Family 1 Month	GST	\$ 105.14	\$ 115.65	\$ 121.44	\$ 127.51	\$ 130.70	\$ 133.96	\$ 137.31
Family 6 Month	GST	\$ 394.20	\$ 433.62	\$ 455.30	\$ 478.07	\$ 490.02	\$ 502.27	\$ 514.82
Family 12 Month	GST	\$ 744.58	\$ 819.04	\$ 859.99	\$ 902.99	\$ 925.56	\$ 948.70	\$ 972.42
First Responder's Annual Membership	GST	\$ 93.07	\$ 102.38	\$ 107.50	\$ 112.87	\$ 115.70	\$ 118.59	\$ 121.55
First Responders 12 month Family Membership	GST	\$ 372.29	\$ 409.52	\$ 429.99	\$ 451.49	\$ 462.78	\$ 474.35	\$ 486.21

Ski Hill

SKI HILL SEASON PASSES								
Name	Taxes	Base Rate	2021/ 2022	2022/ 2023	2023/ 2024	2024/ 2025	2025/ 2026	2026/ 2027
Little Mac Season Pass FAMILY	GST	\$ 122.64	\$ 122.64	\$ 125.71	\$ 128.85	\$ 132.07	\$ 135.37	\$ 138.76
Little Mac Season Pass YOUTH/SENIOR	GST	\$ 39.42	\$ 39.42	\$ 40.41	\$ 41.42	\$ 42.45	\$ 43.52	\$ 44.60
Little Mac Season Pass ADULT	GST	\$ 61.32	\$ 61.32	\$ 62.85	\$ 64.42	\$ 66.03	\$ 67.69	\$ 69.38



Mackenzie Loyal, Shop Local Initiative. The Mackenzie Chamber of Commerce is launching a shop local program funded by the Federal Government's Ministry of Innovation, Science & Industry and delivered by the BC Chamber of Commerce. Hey Neighbours....let us tell you a story....If you support your local economy you will be supporting your neighbours, friends and acquaintances. **In your heart and mind, people firstthey bring out the best in our community!** Between January 15th, 2022 and February 15th, 2022 bring in any receipt to the Chamber office from a local purchase and you will be entered into a draw for 1 of 10...\$100.00 Mackenzie Bucks. You also have the opportunity to complete the Mackenzie Loyal Shop Local card. Once completed as per the rules you can win 1 grand prize of \$1000.00 of Mackenzie Bucks! Amazing. The draws will take place 4 pm on February 15, 2022 at the Chamber office so don't delay....**shop local, shop local, shop local and support our Mackenzie businesses!!**



MOUNTAIN MAGIC

WinterQuest

FEBRUARY 25, 26 & 27, 2022

WHAT TO LOOK FORWARD TO :

ICE AND SNOW SCULPTURES

ICE AND SNOW CARVING WORKSHOPS

BONFIRES AT THE JOHN DAHL PARK AND
LITTLE MAC SKI HILL

JOHN DAHL TRAIL LIT UP BY LIGHTS FOR
EVENING WALKS

PUBLIC LIBRARY STORY WALK

MUSIC AT THE OUTDOOR RINK DURING THE EVENINGS

DIFFERENT ACTIVITIES THROUGHOUT THE DAY

FOOD AND DRINKS

AND SO MUCH MORE!

