



AGENDA for the Council Meeting to be held on Monday, March 14, 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.

1. ADOPTION OF MINUTES

- a) Committee of the Whole Meeting - February 28, 2022 7 - 8
- b) Regular Meeting - February 28, 2022 9 - 12

2. INTRODUCTION OF LATE ITEMS

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

- a) Kerri Borne, Chief Financial Officer, will be present to receive her 15-year service pin. Kerri had her 15 years of service with the District of Mackenzie on March 5, 2022.
- b) Laura Zapotichny, Manager of Waste Diversion at the Regional District of Fraser-Fort George, will discuss the Mackenzie Transfer Station operations including hours, staffing, and next steps for the community.
- c) Niki Ordano, Secretary/Treasurer, and Shayne Woytkiw, Vice President, of the Mackenzie Fish and Game Association, will present as a delegation to Mayor and Council to discuss the opportunity of the District's Loader to be sold to the Mackenzie Fish and Game Association.

6. CORRESPONDENCE

Motion required to accept all correspondence listed on the agenda.

For Action:

- a) 2022 North Central Local Government Association AGM and Convention to be held in Fort St. John and virtually May 3-6, 2022. Registration fees are \$375 in-person, and \$100 per delegate for virtual attendance. 13 - 16

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

For Consideration:

- | | | |
|----|---|---------|
| b) | Email received from Cathy Peters, BC anti-human trafficking educator, speaker, and advocate regarding Human Sex Trafficking, requesting to present as a delegation to Mayor and Council. Ms. Peters is also requesting the District of Mackenzie write to the Federal Justice Minister in support of strengthening and enforcing the "Protection of Communities and Exploited Persons Act." | 17 - 20 |
| c) | Letter of support received from the Town of Oliver in response the "Call to Action" petition from the District of Lillooet requesting the Government of Canada provide better forest management and wildfire protection by assessing the current policies and guidelines. | 21 - 28 |
| d) | Letter received from the Society of BC Veterinarians expressing their views that in BC, a veterinarian must be consulted and must examine a dog prior to it receiving a designation of a dangerous dog, in order to make a proper and legitimate assessment and diagnosis for that dog. The letter also includes the most recent national position statement on the Legislation concerning dangerous dogs from the Canadian Veterinary Medical Association. | 29 - 37 |
| e) | Certified resolution received from the City of Maple Ridge requesting the Minister of Health allow all individuals access to civic recreation facilities without COVID-19 restrictions in place in order to minimize social isolation and promote positive mental health. | 38 |

For Information:

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

- f) Coastal GasLink - Construction Update February 23, 2022
- g) Healthier Northern Communities E-Brief - March 2022
- h) Ministry of Citizens' Services - Understanding Internet Speed Discrepancies - A Summary of Findings
- i) Copies of the Downtown Vision and Development Permit Areas project proposals received and their evaluation.

7. ADMINISTRATION REPORTS

- a) DOM-22-01 Downtown Vision and Development Permit Areas – Contract Award 39 - 42

THAT Council awards the DOM-22-01 Downtown Vision and Development Permit Areas project to Barefoot Planning and Design in the amount of up to \$78,620.00 plus GST;

AND THAT, if Council wishes, appoint a member of Council to participate on the project team.

- b) Mackenzie Elks Lodge - Land Use Proposal 43 - 47

THAT Council directs staff on which option to proceed with.

- c) Temporary Road Closure 48 - 59

THAT Council approves the temporary road closure for the 165-metre section of Frontage Road that intersects Lots 3, 4, 5 of District Lot 12479 Cariboo District Plan 29874;

AND THAT Council approves amending the Closed Road Licence Agreement to include language that requires the licensee to maintain appropriate access for emergency vehicles and fire hydrants;

AND THAT Council approves the issuing of a Closed Road Licence Agreement, as amended, from March 21, 2022 to December 31, 2022.

- d) MSS Grad Committee - In-Kind Requests 60 - 62

THAT Council approves the in-kind request of providing two rooms at the Mackenzie Recreation Centre from June 26-28, 2022, the indoor stage rental and set up of the sound system and Community Hall for the 2022 Mackenzie Secondary School graduation events;

AND THAT Council approves the in-kind request to assist in displaying grad banners during the month of June.

- e) Climbing Wall Move 63 - 65

THAT Council approves the move of the climbing wall into the Rose Boyko Room of the Community Hall.

- f) Policy 1.22 Electronic Participation and Electronic Meeting Policy 66 - 71

THAT Council adopts Electronic Participation and Electronic Meeting Policy 1.22.

- g) Concession Lease Agreement - Award 72 - 90

THAT Council awards the concession lease agreement to Edward Lepp, prospective new owner of Mr. Munchy's, in the amount of \$800 per month for a period of two years, subject to Mr. Lepp's financial approval as indicated in his proposal.

8. COUNCIL REPORTS

- a) Mayor's Report 91 - 92
b) Council Reports 93 - 94

9. UNFINISHED BUSINESS

10. NEW BUSINESS

11. BYLAWS

- a) THAT Bylaw No. 1464 cited as "Zoning Amendment Bylaw No. 1464, 2022" be given third reading and adopted. 95 - 96
b) THAT Bylaw No. 1470 cited as "Council Procedure Bylaw No. 1470, 2022" be adopted. 97 - 124

12. NOTICE OF MOTION

13. COMING EVENTS

14. INQUIRIES

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

15. ADJOURNMENT

**District of Mackenzie
Committee of the Whole Meeting
Monday, February 28, 2022**

MINUTES of a Committee of the Whole 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 A. Barnes
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 Recreation Services
T. Gilmer
Director of Operations
K. Gawryluk
Fire Chief J. Guise –
Electronically (Zoom)
RCMP Sgt. J. Davidson –
Electronically (Zoom)
Land & Environmental Coordinator
L. Thorne
Legislative Clerk/Executive Assistant
C. Smirle

CALL TO ORDER - 7:00 PM

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

1. REPORTS

Operations Month End Reports MOVED by Councillor Hipkiss
THAT the Operations reports for the month of January 2022 be received.

CARRIED

RCMP Month End Report MOVED by Councillor Wiens
THAT the RCMP report for the month of January 2022 be received.

CARRIED

Fire Month End Report MOVED by Councillor Hipkiss
THAT the Fire report for the month of January 2022 be received.
CARRIED

Recreation Services Month End Report MOVED by Councillor Barnes
THAT the Recreation Services report for the month of January 2022 be received.
CARRIED

Finance Month End Report MOVED by Councillor Wiens
THAT the Finance report for the month of January 2022 be received.
CARRIED

2. OTHER BUSINESS

Nil

3. ADJOURNMENT

Adjournment MOVED by Mayor Atkinson
THAT the meeting be adjourned at 7:06 pm.
CARRIED

I certify the foregoing to be the original true copy of the minutes of the Committee of the Whole Meeting.

Signed:

Certified Correct:

Councillor McMeeken

Corporate Officer

**District of Mackenzie
Regular Council Meeting
Monday, February 28, 2022**

Council Chambers of the Municipal Office, 1 Mackenzie Boulevard, Mackenzie, BC.

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 A. Barnes
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.

32340.
Defer Closed Meeting

MOVED by Councillor McMeeken
THAT the Special Closed meeting be deferred until after the regular meeting;

AND THAT the basis of the Special Closed Meeting relates to Section 90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

CARRIED

1. ADOPTION OF MINUTES

The minutes of the Regular Meeting held on February 14, 2022 were adopted as presented.

2. INTRODUCTION OF LATE ITEMS

Nil

3. ADOPTION OF AGENDA

32341. MOVED by Councillor Wiens
Adoption of Agenda THAT the agenda be adopted as presented.

CARRIED

4. PUBLIC COMMENT AND QUESTIONS

N/A

5. PETITIONS AND DELEGATIONS

N/A

6. CORRESPONDENCE

32342. MOVED by Councillor Hipkiss
Receipt of Correspondence THAT the correspondence listed on the agenda be received.

CARRIED

7. ADMINISTRATION REPORTS

32343. MOVED by Councillor Barnes
Development Variance Permit - #3090-20-22-02 THAT Council authorizes approval in proceeding with the Development Variance Permit #3090-20-22-02.

CARRIED

32344. MOVED by Councillor Brumovsky
Zoning Amendment Bylaw No. 1464 - ML Light Industrial Permitted Uses THAT Council reserves the sale of Lot 10 District Lot 12479 Cariboo District Plan EPP35189 for agricultural use as defined in Zoning Bylaw 1368 as Agriculture, Agriculture Intensive or Commercial Greenhouse principle uses;
AND THAT if Council gives Zoning Amendment Bylaw No. 1464, 2022, first two readings, that they will waive the public hearing requirements as per Section 464 of the Local Government Act.

CARRIED

32345. MOVED by Councillor Barnes
Council Procedure
Bylaw No. 1370
THAT Council receives this report for information.
CARRIED

32346. MOVED by Councillor McMeeken
Auctioning of Dental Equipment
THAT Council approve the disposal of the District's dental clinic equipment, supplies, and office furniture by way of public auction.
CARRIED

32347. MOVED by Councillor Wiens
Letter of Support – Regional Economic Development Plan
THAT Council provide a letter of support to Community Futures Fraser-Fort George for their application to the PacifiCan's Community Economic Development and Diversification Program for the creation of a Cross-Regional Economic Development and Diversification Strategy and Implementation Plan;
AND THAT Council supports staff participation in the project steering committee if funding is approved.
CARRIED

8. COUNCIL REPORTS

Mayor's Report
Nil

Council Reports
Nil

9. UNFINISHED BUSINESS

N/A

10. NEW BUSINESS

N/A

11. BYLAWS

32348. MOVED by Councillor Barnes
Bylaw No. 1464
THAT Bylaw No. 1464 cited as "Zoning Amendment Bylaw No. 1464, 2022" be given first and second reading and waive the public hearing requirements.
CARRIED

32349. MOVED by Councillor Wiens
Bylaw No. 1470 *THAT Bylaw No. 1470 cited as "Council Procedure Bylaw No. 1470, 2022" be given first three readings.*

CARRIED

12. NOTICE OF MOTION

N/A

13. COMING EVENTS

Community Grants - Second In-Take - March 15, 2022

14. INQUIRIES

Janice Nelson, Publisher of the Macktown Buzette, asked why the Public Hearing requirements are being waived for Zoning Amendment Bylaw No. 1464? Emily Kaehn, Director of Corporate Services, responded that the Community Charter and the Local Government Act allows the Public Hearing requirement to be waived if the zoning amendment is in line with the community's Official Community Plan.

15. ADJOURNMENT

32350. MOVED by Councillor Wiens
Adjournment THAT the meeting be adjourned at 7:26 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



– 2022 –
NCLGA
AGM &
Convention

2022 NCLGA AGM & Convention Plan to attend in-person!

- May 3 | Pre-tours and welcome reception
- May 4-5 | AGM & Convention
- May 6 | NCLGA strategic planning session



[Register Online](#) 

Inspired to Lead

The theme of NCLGA’s 67th Annual General Meeting and Convention is “Inspired to Lead” which reflects the spirit of resilience, internal strength and commitment of our north-central BC leaders.

Local government leaders from across the region are invited to attend to learn about and discuss important issues affecting northern communities and pass resolutions that will be advanced to other orders of government for consideration.

Sessions at this year’s convention are expected to focus on healthcare, food security, affordable housing, policing services, resilient resource industries and reconciliation.

KEYNOTE SPEAKER:

You don’t want to miss our inspirational keynote speaker. Please check the NCLGA website on March 9th for the announcement of the keynote speaker.

The City of Fort St. John looks forward to hosting you in the “Energetic City”– an area known for it’s large resource base of natural gas, oil, wind and hydroelectric power, forestry and agriculture.

Don’t miss this opportunity to connect with your local government peers and recharge your Inspiration to Lead.



PRE-CONVENTION TOURS* • MAY 3

Register for the pre-convention tours for some hands on learning about projects and industry in the Fort St. John region. Tour check-in is from 8-9 am and tours start at 9 am and 2 pm. Lunch is included.



Lunch 12-2pm at the new Festival Plaza includes a catered meal featuring local ingredients.

All necessary PPE will be provided and shoe size will be requested after registration. Tours are not wheel chair accessible and participants must be able to get on and off the bus multiple times per tour.

① ENERGY TOUR

BC Hydro's Site C Clean Energy Project will be a third dam and hydroelectric generating station on the Peace River in northeast B.C. It will provide enough energy to power the equivalent of about 450,000 homes per year in BC. The project is now over 6.5 years into construction.

An on site construction tour will start at the public view point over looking the dam site and then take participants on-site to the river diversion tunnels outlet, the front of the powerhouse, to the spillway structures, passed the Site C substation, and to the dam buttress, intakes, and approach channel excavation.



② ENERGY CONSERVATION & EXTRACTION

Our first stop will be the RCMP Detachment, currently under construction. The detachment has a conceptual building design focused on three energy performance targets: net zero energy (NZE), PHIUS+ (Passive House Institute US) and PHI Passivhaus (Passive House Institute, Germany).

Our next stop will be the local Campus of Northern Lights College where we will tour the Jim Kassen Industry Training Centre, home to the Centre of Training Excellence for Simulated Well Site Training Oil and Gas as well as several trades and apprenticeship programs.



③ TOUR OF FIRST NATIONS NATIONAL HISTORIC SITE

Tour Tse'k'wa ("Rock House" in Dane-zaa, formerly called Charlie Lake Cave), an exceptional archaeological site with deep cultural and spiritual significance dating back ~12,500 years. Learn about its history and future plans as the Tse'K'wa Heritage Society undertakes major improvements to the site.

Please wear a mask and closed-toe shoes suitable for walking on forest trails. The trail to the cave is rustic and steep in places.



*There are extra registration fees to participate in pre-conference tours. Tours may be modified if Covid-19 restrictions change.



SCHEDULE AT A GLANCE

Welcome Reception • May 3

5:00 - 7:00 pm at Festival Plaza in Centennial Park

A social event to reconnect in person with your local government colleagues. Event features beverages from local breweries, food and local entertainment hosted at Fort St. John's newly constructed public plaza and gathering space. There will also be performances from local entertainers.

Convention • May 4

BREAKFAST

8:00 am WELCOME

9:00 am AGM

10:30 am UBCM RESOLUTIONS PROCESS

UBCM President, Councillor Laurey-Anne Roodenburg and by the UBCM Executive Director, Gary MacIsaac invite you to bring your ideas and join in on a discussion of how the resolutions process can be improved.

LUNCH

1:30 - 5:00 pm WORKSHOPS

Choose your own adventure! The schedule includes three workshops and you can pick from five exciting topics. Come away with a better understanding of each topic, success stories, and best practices to implement in your community.

- | | |
|------------------|------------|
| 1. Forestry | 4. Housing |
| 2. Food Security | 5. RCMP |
| 3. Healthcare | |

6:00 pm RECEPTION, DINNER & KEYNOTE SPEAKER

You don't want to miss our inspirational keynote speaker. Please check the NCLGA website on March 9th for the announcement of the keynote speaker.

Indicates live streaming for virtual participants.

Convention Sessions and tours may change due to availability of speakers

Convention • May 5

BREAKFAST

8:30 am MINISTERS PANEL

A virtual session providing an opportunity for delegates to pose question to various Ministers. This session is dependent on Minister availability.

10:00 am AGM & RESOLUTIONS

The second morning of the convention we will take care of NCLGA business, including the AGM and voting on resolutions.

11:00 am TRUTH AND RECONCILIATION

The Truth and Reconciliation Commission created Calls to Action for all levels of government and agencies. Along with those calls to action are the Principles of Truth and Reconciliation through which we can move our communities forward. In this session we will bring together successful proponents of projects to share and discuss moving reconciliation forward.

LUNCH

1:00 pm RESOLUTIONS

Continuation of presentation, debate, and voting results on resolutions. Presentation of election results.

5:00 pm RECEPTION

Connect socially with colleagues and event sponsors.

5:00 pm DINNER, AWARDS, & ENTERTAINMENT

A lively evening event to recognize the achievements of our peers. Entertainment will follow the dinner and awards presentation.

[Register Online](#)

NCLGA Strategic Planning • May 6

10:00-11:00am

On January 15, 2022, the NCLGA Board approved the development of a comprehensive four-year NCLGA strategic plan for 2023-2026 and an operational plan for the first year. All

members are invited to join this session designed to provide an overview of the process (background research and engagement opportunities), and an update on what has been learned so far.

HOTEL OPTIONS

EVENT VENUE

Pomeroy Hotel & Conference Centre

11308 Alaska Road, Fort St. John, BC
 250-262-3233
www.pomeroyhotel.com/stjohn/



EVENT HOTELS

Pomeroy Hotel & Conference Centre

11308 Alaska Road, Fort St. John, BC
 250-262-3233
www.pomeroyhotel.com/stjohn/
 Conference rate starting at \$139.00 a night
Book by phone using code: NCLGA

Ramada by Wyndham Northern Grand Hotel & Conference Centre

9830 100 Avenue, Fort St. John, BC
 250-787-0521
www.northerngrand.com
 Conference rate starting at \$129.00 a night – includes breakfast
Book online using web link above, or by phone using code: 050322NOR

Stonebridge Hotel

9223 100 Street, Fort St. John, BC
 250-263-6880
www.stonebridgehotel.ca/overview-fort-stjohn
 Conference rate starting at \$99.00 a night – includes breakfast
Book by phone using code: NCLGA

Home2 Suites by Hilton

9519 111 Street, Fort St. John, BC
 250-785-5356
<https://group.home2suites.com/jj2q5w>
 Conference rate starting at \$129.00 a night – includes breakfast
Book online using web link above, or by phone and indicate the convention name.



District Information

From: ca.peters@telus.net <cathy@telus.net>
Sent: Tuesday, March 8, 2022 7:40 PM
To: District Information
Subject: My script presentation to Federal Justice Committee re prostitution in Canada
Attachments: JUST COMMITTEE presentation.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Dear Mayor Joan Atkinson and District Council,
Today is **International Women's Day** and I envision a future where women and girls can dream.
And accomplish all that they want without fear of exploitation.
And a future where their lives are valued and protected.

Attached is my presentation script to the **Federal Justice Committee on February 11, 2022.**

ASK: to present to your Council or stakeholders.

I am available for presentations in May 2022, and October-November 2022.

ASK: that you write the Federal Justice Minister to strengthen and enforce the "Protection of Communities and Exploited Persons Act".

Sincerely, Cathy Peters
BC anti-human trafficking educator, speaker, advocate
Be Amazing; Stop Sexual Exploitation
beamazingcampaign.org
1101-2785 Library Lane, North Vancouver, BC
V7J 0C3
604-828-2689

JUST COMMITTEE presentation- 5 minutes
February 11, 2022.

By: Mrs. Cathy Peters

BC anti-human trafficking educator, speaker, advocate

1101-2785 Library Lane, North Vancouver, BC

Canada

V7J 0C3

604-828-2789

email: Cathy@telus.net

Thank you Mr. Chair.

I am a former inner city high school teacher raising awareness about Human Sex Trafficking and Sexual Exploitation for the purpose of prostitution, which is **modern day slavery**.

Stats:

13 years is the average age of recruitment, much younger for Indigenous girls. In the Vancouver area, the **target age has dropped** to 10-12 years old. CoVid has made this worse; traffickers are organized and sophisticated. 90% of the luring, grooming, buying and selling is **ONLINE** on social media platforms.

-54% of the sex trade are Indigenous, 70-90% in urban centers-they are **severely** over-represented in the sex industry. I told the BC Indigenous Chiefs in front of Justice Minister David Lametti- this is the **most egregious form of systemic racism** in Canada.

-82% involved in prostitution had **childhood sexual abuse/incest**

-72% live with **complex PTSD**

-95% in prostitution want to leave-it is **NOT** a choice or a job

-84% of prostituted persons are pimped or trafficked so organized crime and International crime syndicates are typically involved. Crime follows the money and traffickers make hundreds of thousands of dollars per victim per year.

My **GOAL** is to **traffick proof** every community in British Columbia **AND** to stop the full decriminalization of prostitution in Canada, by supporting the Federal Law **“The Protection of Communities and Exploited Persons Act”**.

I have been involved with sexual exploitation **prevention** for over 40 years and began raising awareness **fulltime**, for the last 8 years, since PCEPA, **became Federal Law**.

In 2014 I began presenting to politicians (all 3 levels of government), the police and the public. I explain PCEPA so that police would enforce it, the public would understand it and be able to report it.

The Law has 4 parts:

- 1. Targets the DEMAND by targeting the buyer of sex. The traffickers, facilitator, buyer of sex are criminalized**
- 2. Recognizes the seller of sex as a victim; usually female and is immune from prosecution**
- 3. Exit strategies are in place to assist the victim out of the sex trade.**
- 4. There is robust prevention education so youth, children and the vulnerable are not pulled into the sex industry.**

This Law focuses on the **source of harm**; the buyers of sex and the profiteers. The clear statement from Parliament was that girls and women in Canada are **NOT FOR SALE**; that they are full human beings, with dignity and human rights.

In 8 years I have made over 500 presentations to over 20,000 people, not including the presentations that can be viewed online.

The turning point was last March when the **Kamloops Mass grave** was reported. Since then I have made over 200 presentations to City Councils, Regional Districts, School Boards, Police Boards, schools, frontline service providers, Indigenous groups including MMIWG gatherings in British Columbia.

3 points:

1. PCEPA is not known or enforced in BC. Therefore, BC is the best Province in Canada to buy sex. Organized crime and International crime syndicates are typically involved.
2. PCEPA has not had a **National rollout campaign**- so Canadians have not heard of the Law and police are not getting the funding or training to enforce the Law.
3. The sex industry wants to repeal PCEPA to normalize, commercialize and institutionalize the sex industry in Canada-if this happens, Canada will become a global sex tourism destination and America's brothel. Indigenous women and girls will be first casualties. Canadians would **NEVER** support this.

Consistent enforcement and the strengthening of PCEPA combined with a robust **Educational campaign** is needed. Without the enforcement of the Law, the sex industry will continue to **rapidly grow**.

The REVIEW of PCEPA puts Canada at a **Tipping Point**; repealing or weakening the LAW will have a **catastrophic impact** on Canada.

Conclusion: I do not want anyone on this Committee to be under the **illusion** that the sex industry is **SAFE**. It can **never** be made SAFE. It is a **deadly industry**. I have presented with the forensics RCMP officer who picked up and identified the body pieces on the Robert Pickton farm. Trisha Baptie is presenting next hour, is a survivor and was a journalist for 2 years at the Pickton trial. Please read and understand the **Robert Pickton case thoroughly**; that describes the **REALITY** of the sex industry and how it works.

February 22, 2022

Email: Richard.cannings@parl.gc.ca

Mr. Richard Cannings, MP
South Okanagan-West Kootenay
House of Commons
Ottawa, ON K1A 0A6

Dear Mr. Cannings:

Re: BC Wildfires Petition – Letter of Support

At the February 14, 2022 Regular meeting Oliver Council resolved to support the BC Wildfires Petition originally from the District of Lillooet, and to further request our Member of Parliament to present this letter to the Clerk of Petitions and upon receiving certification, to the House of Commons.

The BC Wildfires petition that was previously sent to BC Municipalities from the District of Lillooet, is addressed to the Government of Canada and asks for the Government of BC and Canada to empower local persons, those working with licensees, industry and contractors, Indigenous communities, ranchers and workers such as fire fighters, forestry workers, and all those that see the day-to-day issues and have front line knowledge to provide feedback on the inconsistencies and shortcomings with regard to forest management and wildfire prevention in order to help bring about much-needed change.

Inspired by the Ontario government who assembled an 'All Hazards Agency' that employs people to manage fire, flood and slides, we believe that BC needs this type of agency as well.

The Town of Oliver supports the District of Lillooet's belief that impacts to lumber prices and job availability, mill closures, current and future mudslides, damage to critical habitat, and house insurance increases are trickle effects that will continue to have detrimental effects on BC's future if we do not make necessary changes to current forest practice procedures.

Consequently, the Town of Oliver calls upon the Provincial and Federal Governments to provide better forest management and wildfire protection by assessing the current policies and guidelines to enhance those that are working to re-evaluate and change those that are not.

...2/



Page 2
February 22, 2022

We respectfully request that you present our letter supporting the District of Lillooet's BC Wildfires petition to the Clerk of Petitions and upon receiving certification, to the House of Commons.

On behalf of Council, thank you for your consideration of this request.

Yours truly,

A handwritten signature in black ink, appearing to read 'MJ', followed by a long horizontal flourish.

Martin Johansen
Mayor

cc Council
Councils of BC Communities



District of Lillooet

615 Main Street, PO Box 610, Lillooet, BC V0K 1V0

Tel: 250-256-4289 **Fax:** 250-256-4288

🌐 Lillooet.ca ✉ info@lillooet.ca

December 15, 2021

File #: 0400-20

Via email: brad.vis@parl.gc.ca

Brad Vis, MP for Mission-Matsqui-Fraser Canyon
House of Commons
Ottawa, Ontario K1A 0A6

To: Mr. Brad Vis:

RE: **BC Wildfires Petition**

The District of Lillooet (the "District") Councillor Laurie Hopfl has taken part in conversations with many stakeholders across our community regarding the needed changes to protect BC forests and every living thing in them.

On December 7, 2021, Councillor Hopfl made a notice of motion at the District Regular Council Meeting and sought Council support for a call to action as outlined in a petition, "BC Wildfires" that was signed by 46 Lillooet area residents.

The BC Wildfires petition, enclosed with this correspondence, is addressed to the Government of Canada and asks for the Government of BC and Canada to empower local persons, those working with licensees, industry and contractors, Indigenous communities, ranchers and workers such as fire fighters, forestry workers, and all those that see the day-to-day issues and have front line knowledge to provide feedback on the inconsistencies and shortcomings with regard to forest management and wildfire prevention in order to help bring about much-needed change.

Inspired by the Ontario government who assembled an 'All Hazards Agency' that employs people to manage fire, flood and slides, we believe that BC needs this type of agency as well.

We believe that impacts to lumber prices and job availability, mill closures, current and future mudslides, damage to critical habitat, and house insurance increases are trickle effects that will continue to have detrimental effects on BC's future if we do not make necessary changes to current forest practice procedures.

Consequently, the District of Lillooet calls upon the Provincial and Federal Governments to provide better forest management and wildfire protection by assessing the current policies and guidelines to enhance those that are working and to re-evaluate and change those that are not.

As such, the District Council passed resolution R-235-2021:

THAT Mayor and Council accept the petition "BC Wildfires" for information;

AND THAT the petition be provided to the House of Commons and that MP Brad Vis may address the petition there;

AND THAT staff write a letter on behalf of Mayor and Council that reiterates and supports the points in the petition;

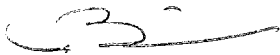
AND FURTHER THAT the letter be sent to the MLA, MP, and all Councils of BC communities.

We respectfully request that you present the BC Wildfires petition to the Clerk of Petitions and upon receiving certification, to the House of Commons.

We invite other BC communities to adopt similar resolutions and join our efforts to bring about change in BC.

On behalf of Council, thank you for your consideration of this request.

Sincerely,



Mayor Peter Busse
District of Lillooet

cc: All UBCM Member Local Governments
Jackie Tegart, MLA for Fraser-Nicola
encl. BC Wildfires petition

BC Wildfires:

Whereas:

We are calling for better forest management and wildfire prevention as well as empowering Local People, working with Licensees, Industry & Contractors, Indigenous Communities, Ranchers, and boots on the ground workers such as Fire Fighters, Forestry workers, and all those that see day to day issues and have the frontline knowledge to provide feedback on the inconsistencies and can help to create change.

Ontario created an 'All Hazards Agency' that employs people to manage fire, flood and slides. We believe BC needs this too. Create full time, year around employment for forest restoration and management for fire fighters.



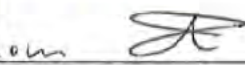



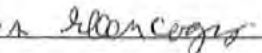
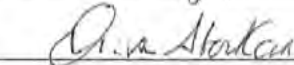
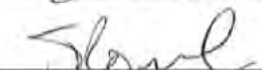
The trickle effect of lumber prices and availability along with jobs, mill closures, current and future mudslides, damage to critical habitat, and house insurance increases will have an alarming effect on BC's future if we don't change the current forest practice procedures.

We need to make a change to protect BC Forests and every living thing in it.

Therefore:

This petition is calling on our Provincial and Federal Governments to provide better forest management and wildfire protection by assessing the current policies and guidelines to enhance those that are working and to re-evaluate and change those that are not.

Reference: Youtube: 'A Valley Destroyed', The story of Monte Lake & Paxton Valley, Part 1 & 2

	NAME (PRINT)	ADDRESS (FULL Address and City)	EMAIL (PRINT)	SIGNATURE (SIGN)
1.	Renee Angus	1-2220 Hwy 99 N Lillooet BC		Renee Angus
2.	Jacqueline Babel	697 Columbia St Lillooet, BC V0K1V0		
3.	B. Allen	7389 Hwy 12 Box 2068		
4.	D. Adolph	PO Box 264 1251 AVENUE E. LILLOOET, B.C., V0K1V0, CA		
5.	L. Watterson	PO Box 701 #3-118 11th Ave. Lillooet BC V0K1V0		
6.	Jami Doyle	PO Box 1243 Lillooet BC V0K1V0		
7.	Chelsea Atkinson	PO BOX 2007 Lillooet BC V0K1V0		
8.	Maria Gmscher	133 PINE RIDGE RD LILLOOET, BC V0K1V0		MASCHER Maria
9.	Ellen COGGINS	PO BOX 1036 LILLOOET BC V0K1V0		
10.	Erna Storkan	Box 916 Lillooet BC V0K1V0		
11.	Sarah Rommel	Box 1109 Lillooet BC V0K1V0		

THEREFORE

NAME (PRINT)	ADDRESS (FULL Address and City)	EMAIL (PRINT)	SIGNATURE (SIGN)
Robin Jones	123 Main Avenue Mission		Robin Jones
12. Betty Crossler	415 Sumner Rd		E. J. Crossler
13. BARBARA WESTON	640 SUMNER		Barbara Weston
14. Paddy Weston	116-11 TH AVE		P Weston
15. JANA LORD	632 MAIN ST		JL
16. Daryle Hayward	112 Hoey		Daryle Hayward
17. Shirley Mackay	2827 Transcan Lytton, BC Hwy		S. Mackay
18. Patrick Loring	2827 Transcan Lytton, BC Hwy		Patrick L. Loring
19. B McCandless	Texas CK hill		B McCandless
20. Debbie Cain	165 Ponderosa Hwy		Debbie Cain
21. Mario Tajama	Yalalom Rd 1990		Mario Tajama
22. JANA LORD FRICKIAN	632 MAIN ST		J. Lord
23. Ron Taylor	405 Kennedy Pa		RON TAYLOR
24. Karne Jolly	689 Columbia		Karne Jolly
25. Wendy Darman	Box 1402, Hillout		Wendy Darman
26. J. H. HANCOCK	11 11		J. H. Hancock
27. SPENCER WATERS	WINNIPEG		Spencer Waters
28. LACH MACDONALD	760 MOMA RD		Lach MacDonald
29. LAUREN WATKIN	PO Box 2045, Wilkes BC		Lauren Watkin
30. Brian & Weeks BRIAN & WEEKS	270 TAYLOR RD.		Brian & Weeks

ONCE BOTH SIDES OF THIS PETITION ARE COMPLETED, PLEASE RETURN THIS PAGE POSTAGE-FREE TO:
BRAD VIS, MEMBER OF PARLIAMENT – House of Commons, Ottawa, ON K1A 0A6

PETITION TO THE GOVERNMENT OF CANADA

BC Wildfires:

Whereas:

We are calling for better forest management and wildfire prevention as well as empowering Local People, working with Licensees, Industry & Contractors, Indigenous Communities, Ranchers, and boots on the ground workers such as Fire Fighters, Forestry workers, and all those that see day to day issues and have the frontline knowledge to provide feedback on the inconsistencies and can help to create change. Ontario created an 'All Hazards Agency' that employs people to manage fire, flood and slides. We believe BC needs this too. Create full time, year around employment for forest restoration and management for fire fighters.

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Reference: Youtube: 'A Valley Destroyed', The story of Monte Lake & Paxton Valley, Part 1 & 2

NAME (PRINT)	ADDRESS (FULL Address and City)	EMAIL (PRINT)	SIGNATURE (SIGN)
Robin Jones	123 Main Avenue Mission		Robin Jones
31. LAURIE HOPL	P.O. Box 1428 Lillooet, BC		Laurie Hopf
32. G VANDERWOLF	P.O. Box 1358 LILLOOET		G. Vanderwolf @S.NET
33. Hannah Weeks	270 Taylor Rd Lillooet B.C.		HWeeks
34. WAYNE COOK	Box 1507 Lillooet, B.C.		Wayne Cook
35. Bob Armitstead	Lillooet BC		Bob Armitstead
36. Ron McKay	Lillooet BC		Ron McKay
37. Michael/Sam	Lytton BC		michael.com / Michael/Sam
38. Maria Teresa	Lillooet		M. Teresa

ONCE BOTH SIDES OF THIS PETITION ARE COMPLETED, PLEASE RETURN THIS PAGE POSTAGE-FREE TO:
BRAD VIS, MEMBER OF PARLIAMENT – House of Commons, Ottawa, ON K1A 0A6



March 1, 2022

Dear Mayor and Council,

Thank you for reading our letter. We are the Society of BC Veterinarians (SBCV), the voice of veterinarians in BC. We are the member service (not regulatory) organization providing education, advocacy, and public awareness activities as well as our evidence-based activities supporting and promoting animal health and welfare.

Over the past few years, we have been very involved in the issue of dangerous and aggressive dogs, as defined in the Community Charter and in the Vancouver Charter. We have consulted with the City of Vancouver and with the national Canadian Veterinary Medical Association (CVMA, of which we are an independent chapter) and others on this sensitive and important issue.

The CVMA just released an updated (February 2022) national position statement on Legislation Concerning Dangerous Dogs. You can find this document [linked here](#).

The SBCV is of the view, which was clearly expressed in documents filed in the BC Court of Appeal (**as an Intervenor for the “Punky case” regarding dangerous dog status**) that in BC, a veterinarian must be consulted and must examine the dog prior to receiving a designation of a dangerous dog, in order to make a proper and legitimate assessment and diagnosis for that dog.

There are compelling reasons supporting our view.

1. In BC, the Veterinarians Act allows only veterinarians who are registrants of the College of Veterinarians of BC (CVBC), our regulatory body, to practice **veterinary medicine which is defined as the following:** “The diagnosis and treatment of animals for the prevention, alleviation or correction of disease, **injury, pain, defect, disorder, or other similar condition.**” Any person who is not a registrant who diagnoses an animal may be guilty of unauthorized practice. There are more than 1,800 veterinarians in practice in BC, many of which conduct behavioural examinations for dogs and develop treatment plans, as part of their normal practice. These veterinarians often utilize prescription medications to aid in the treatment of these animals. It is important to note that veterinarians are the only professionals which are legally permitted to prescribe prescription medications to animals.

2. **In BC, as of today's date, there are only two** Board-certified veterinarian behaviourists (DVMs -Doctors of Veterinary Medicine - who are Board-certified Diplomates in Behaviour from the ACVB; also called veterinary behaviourists). One is Dr. Karen Van Haaften, who works for the BC SPCA and the other is Dr. Patricia Pryor, who we understand is retired. We expect to see a third Board-certified veterinarian behaviourist in the near future. Board certification occurs after completion first of a DVM degree and then after several additional years of specialty training, when their role is to advance the behavioural health of animals through clinical practice, research, and science-based behaviour education. Board-certified veterinarian behaviourists are trained to address the **relationships between an animal's health, environment**, experiences, and its behaviour. These Board-certified veterinarian behaviourists have extensive knowledge of psychotropic medications, their uses, potential side effects, and interactions with other medications, and are licensed to prescribe them when indicated.
3. Both Board-certified veterinarian behaviourists and many companion animal veterinarians have sufficient skill and experience to examine, diagnose, and treat behavioural issues in dogs, and have referral networks that include specialists, trusted dog trainers, and others.
4. As stated by the CVBC, the problem is that "Many persons in BC, who are not veterinarians, profess to have special skill, knowledge or qualifications in the area of veterinary medicine. The unauthorized practise of veterinary medicine poses a risk to the public and its animals. The public interest requires that there be a means to not only regulate who is qualified to offer, but also regulate the quality of the services offered."

It is clear that anyone else who claims expertise in animal behaviour but who is not a veterinarian is not legally permitted to diagnose and treat an animal. Examination and diagnosis typically include a hands-on examination of the animal as well as an **investigation into the animal's history, behaviour**, symptoms, laboratory tests or other required diagnostics; a non-veterinarian (including a trainer with behavioural certification or a PhD who is not a DVM) is only permitted to do an assessment. An assessment cannot legally include any examination with a resulting diagnosis and treatment. An assessment is a **collection of observations of an animal's actions without the requisite medical** knowledge and interpretation. Anyone can perform an assessment. The SBCV suggests **that without a veterinarian's** professional knowledge, skill, and involvement, which may include reviewing determinations from another non-**DVM's assessment, there has not been sufficient investigation into an animal's** health and resulting behaviour to warrant a proper accurate diagnosis and designation of a dangerous dog.

5. Dangerous or aggressive dog designations may lead to euthanasia or strict changes in care and access to public places. Euthanasia is a permanent and final resolution to behavioural issues which may stem from a treatable problem such as pain. In many cases, physical pain, cognitive dysfunction, or some other malady may be present and may lead, directly or indirectly, to aggressive behaviour. In rare cases, aggression may be the result of a serious zoonotic disease such as Rabies. This particular disease is becoming more prevalent in Canada, with the importation of dogs from other countries, and has significant repercussions on all individuals who had contact with this animal. Without a veterinarian involved in every case, proper diagnosis would be impossible.

Only a veterinarian has the training, knowledge, experience, and legal authority to make such a determination; and the correct use of behaviour modifications, whether pharmacological or training or a combination thereof, which may diminish or resolve the aggressive behaviour. A destruction order made in the absence of a complete physical examination, behavioural assessment, and diagnosis by a veterinarian, and made without thoroughly canvassing other rehabilitative options such as training, medication, or alternative methods of providing appropriate care for the dog, may unnecessarily sacrifice animal life as well as welfare considerations.

6. The question of whether a dog is dangerous enough to warrant its destruction engages the interests and priorities of the SBCV and its members. These include promoting the health and welfare of animals and safeguarding the health and well-being of the public. The SBCV takes an empirical, animal-centric position **and says that a dog's welfare should not be fodder for an adversarial system, but** instead be the subject of a medically-sound examination and diagnosis which would include **the dog's prospects for rehabilitation.**

We are happy to share with you the national CVMA position statement of Legislation Concerning Dangerous Dogs. Should you wish additional information, we are happy to provide it. We urge you to consider the CVMA position statement and the law in BC and to include a **veterinarian's examination, diagnosis, and treatment plan prior to** the designation of a dog as dangerous or seriously aggressive.

Sincerely,



Dr. Al Longair, President
CVMA-SBCV Chapter Board of Directors

LEGISLATION CONCERNING DANGEROUS DOGS - POSITION STATEMENT

February 25, 2022

Position

The Canadian Veterinary Medical Association (CVMA) supports legislation on dangerous dogs if it is directed at fostering the safety and protection of the general public and domestic animals, is not discriminatory toward a specific breed, and considers the welfare of all animals deemed to be dangerous. The CVMA supports close veterinary team involvement and a community-level approach to dog bite prevention, including responsible breeding, training, handling, socialization, pet selection and pet ownership as well as public education.

Summary

- Aggressive behaviour in a dog is not by itself sufficient to indicate that the animal is dangerous.
- The precise definition of the term “dangerous dog” as used in Canadian legislation varies across provinces, territories, and municipalities.
- The CVMA believes that many aggressive dog incidents and resulting bite injuries could be prevented by increasing effort to educate communities on dog bite prevention, responsible ownership, breeding, training, handling, behaviour, and the benefit of socializing dogs at a young age.
- Veterinarians, including veterinary behaviourists certified by the American College of Veterinary Behaviorists (ACVB), are the only professionals licenced to diagnose a medical, physical, or psychological condition that predisposes a dog to aggressive behaviour. A veterinarian therefore should be involved in the evaluation of any dog under consideration for being declared dangerous.
- The CVMA encourages provinces, territories, and municipalities to strive for the application of harmonized terminology and uniform regulations and/or legislation to potentially “dangerous” dogs that incorporate consultation with veterinarians and veterinary evaluation of dogs in support of the health and welfare of the public, and animal welfare.

Background

1. Aggression is a normal behaviour expressed by most species of vertebrates and many invertebrates. The behaviour has evolved to support an individual animal’s ability to survive, acquire resources, or reproduce. However, excessive, or inappropriate aggression from an animal towards a human or another domestic animal can endanger individual, public and community health.
2. Aggressive behaviour in dogs towards other animals or humans may manifest as biting. Multiple, interrelated factors (1-4) are reported to contribute to the likelihood and severity of reported dog bite incidents. Examples include, but are not limited to:

Human factors such as:

- young children or the elderly are at higher risk of serious injury;

- lack of supervision of both children and dogs;
- an increased risk of a bite from a familiar dog;
- type of interaction (e.g., running or chasing increases the risk of biting behaviour);
- a person's lack of knowledge of dog behaviour and the ability to read a dog's body posture;
- maltreatment of a dog by humans;
- owners/handlers who do not have proper control of their animal.

Animal factors such as

- physical health of the dog (e.g., presence of painful conditions);
- temperament (e.g. anxiety is a major cause of biting behaviour);
- size of the dog increases the severity of the bite;
- gender and reproductive status;
- training;
- socialization of the dog.

Environmental factors such as

- level of enforcement of dog control;
- geographic location;
- population density;
- level of reporting of dog bites;
- cultural factors (e.g., dogs living as community pets).

3. Aggression in dogs that may result in biting is a complex behaviour that can be considered appropriate or inappropriate depending on the situation. Appropriate aggression is a normal behaviour where an animal exhibits aggression that is in context with the degree of pain, danger or threat experienced or perceived by the dog. Dogs that show appropriate aggressive behaviour will typically exhibit a complete behavioural sequence or patterned response to environmental circumstances which includes in the following order (1, 5):

- Initial signals indicating discomfort including but not limited to: stiffening of the body posture, yawning, blinking, nose-licking, turning head away, turning body away, paw-raising, increased amount of sclera visible ("whale eye");
- More obvious whole-body postures such as tail tuck and/or body tuck, walking away, lying down with leg up, flattened ears;
- Increasingly overt warning signals such as staring, growling, lip lifting, and/or barking;
- Pause to observe the other individual's response;

- Action including snap with or without biting only if the dog has interpreted the situation/person as dangerous;
- Bite followed by release.

If these warning signals are displayed and the perceived threat is removed, a behaviourally normal dog will choose to end the aggressive sequence after the warning without further action (6).

4. Dogs that show inappropriate aggressive behaviour will have an altered behaviour sequence (no warning prior to the bite; no release of the bite; multiple bites in one sequence, warning and bite without a pause between the two events, etc.) (7). Other indications of inappropriate aggressive behaviour include:

- Aggressive behaviour cannot be justified or explained given the circumstances (inappropriate for the context, for example, not related to actual threat, need for self-defence, presence of pain or threat to the animal);
- Frequency of aggressive events is excessive for the context;
- Severity of the bite is excessive for the context.

5. The precise definition of the term “dangerous” dog as used in Canadian legislation differs across provinces, territories, cities, municipalities and First Nations (8-13). Elements that are frequently considered in making the determination that such animal is “dangerous” include:

- The animal, without provocation, in a vicious or menacing manner, chased or approached a person or domestic animal in an apparent attitude of attack;
- The animal has a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise threaten the safety of persons or domestic animals;
- The animal has without provocation, bitten, inflicted injury, assaulted or otherwise attacked a person or domestic animal.

In some cases, the severity of the bite (or “bite level”) is used in the determination of whether a dog is assessed as “dangerous” (8, 14).

In some jurisdictions separate legislation applies to working dogs such as those used by the police or military.

6. Though the size and strength of the dog do influence the severity of potential bites, studies have demonstrated that general characteristics of a dog such as breed make only a small contribution to the development of aggressive behaviour (16, 17).
7. Some municipalities have adopted legislation that aims to restrict certain breeds or types of dogs that they consider to be of higher risk of being dangerous. This type of legislation is referred to as “breed-specific” dog legislation. Such legislation, which varies widely by province and by municipality has not been shown to reduce dog bite incidence in the areas in which it is enforced and is therefore not supported by the CVMA (1,8,14,15).

8. The CVMA believes that many aggressive incidents involving dogs and resulting bite injuries could be prevented by increasing effort to educate communities on dog bite prevention, responsible ownership, breeding, training, handling (e.g., proper leash control, appropriate confinement) and the benefit of socializing dogs at a young age (2, 18).
9. Aggression in dogs resulting from behavioural, medical, or physical conditions may be amenable to treatment. Veterinarians, including veterinary behaviourists certified by the American College of Veterinary Behaviorists (ACVB), are the only professionals licenced to diagnose a medical, physical, or psychological condition that predisposes a dog to aggressive behaviour. In addition, veterinarians are the only professionals licensed to prescribe the prescription drugs often required as a component for possible successful treatment of aggressive animals. A veterinarian therefore should be involved in the evaluation of any dog under consideration for being declared dangerous and should be involved in identifying and defining appropriate options for further assessment and/or treatment.
10. Shelters where a “dangerous dog” might be ordered confined pending an assessment and legal decision should be appropriately resourced and staff should be properly trained to ensure that they remain safe and that animal welfare standards applicable to the subject dog are maintained. A veterinary evaluation of the animal may be required depending on conditions and length of time a dog is expected to be confined since fear and anxiety over extended periods of time can exacerbate aggressive behaviour.
11. The CVMA encourages province, territories, and municipalities to strive for uniform regulation/legislation that considers both the health and welfare of the public as well as the dog designated as dangerous, including the possibility of rehabilitation of the individual dog. Decisions on dogs ordered confined should be made without delay to mitigate risks outlined above.
12. The CVMA encourages veterinary schools to provide appropriate behavioural training to their students given the importance of dog bites as a public health issue.
13. Veterinarians should familiarize themselves with their provincial and/or municipal regulations regarding dangerous dogs, avail themselves to continuing education regarding assessment and treatment of aggressive dogs and offer their knowledge and expertise, as appropriate, in the interest of public safety and animal welfare.?

References

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Additional Readings

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Revised November 2021



mapleridge.ca

February 28, 2022

Honourable Minister Adrian Dix
Minister of Health
PO Box 9050 Stn Prov Govt
Victoria, BC V8W 9E2
Sent via email: HLTH.Minister@gov.bc.ca

Dear Minister Dix,

At their February 22, 2022 regular meeting, Maple Ridge Council considered the impact that restricted access to health and fitness facilities can have on a person's mental health and sense of well-being, and passed the following resolution:

WHEREAS the City of Maple Ridge recognizes the negative impact on mental health caused by social isolation during the Covid-19 pandemic and the mental and physical benefits of recreation for our citizens;

THEREFORE BE IT RESOLVED that the Mayor request the provincial Minister of Health allow all individuals access to civic recreation facilities paid for and maintained by their tax dollars without restrictions in order to minimize social isolation and promote positive mental health, with a carbon copy to the UBCM and other BC Municipalities.

In April-May 2021 the Province conducted a survey asking British Columbians about the impact COVID- 19 has had on their lives. Of the 394,382 respondents, nearly 47% said they had seen their mental health worsen due to the pandemic.

The programs delivered at our public facilities reduce isolation, promote community pride, increase self-esteem, build connected communities and strengthen family bonds.

Since the onset of COVID-19, the City has supported and followed all public health orders and WorkSafe BC requirements to ensure our civic facilities remain safe. With the recent lifting of many capacity restrictions and the acknowledgement that recreation contributes to ones mental and physical health we ask that public facilities be open to all citizens to allow equal opportunity to recreate.

Sincerely,



Mike Morden
Mayor

cc: MLA Lisa Beare, Maple Ridge – Pitt Meadows
MLA Bob D'Eith, Maple Ridge – Mission
Union of BC Municipalities
Maple Ridge City Council

OFFICE OF THE MAYOR

11995 Haney Place, Maple Ridge, BC V2X 6A9, Canada | Tel: 604-463-5221 | Fax: 604-467-7329 | mapleridge.ca
enquiries@mapleridge.ca

Doc #3019420

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: March 8, 2022

Subject: DOM-22-01 Downtown Vision and Development Permit Areas – Contract Award

RECOMMENDATION:

THAT Council awards the DOM-22-01 Downtown Vision and Development Permit Areas project to Barefoot Planning and Design in the amount of up to \$78,620.00 plus GST;

AND THAT, if Council wishes, appoint a member of Council to participate on the project team.

BACKGROUND:

At the Regular Meeting of April 26, 2021, Council approved the application for the Local Government Development Approvals Program to cover eligible costs associated with the Development Permit Area guidelines (DPA) and Public Engagement Platform. The District was successful in receiving \$32,840 towards the DPA project.

Subsequently at the Regular Meeting of October 12, 2021, Council supported the application to the Northern Development Initiative Trust to offset the costs of developing a Downtown Plan. The District was successful in receiving \$20,000 in grant funding from the Mainstreet Revitalization Planning Program towards the Downtown Plan project.

To capitalize on overlapping and complementary project activities, these two projects were combined as the Downtown Vision and Development Permit Areas project. Staff researched other communities' development permit area and downtown revitalization projects to determine what characteristics would benefit Mackenzie. Following this staff prepared the scope of work for each of the project parts as follows:

Part A - Downtown Vision

Objective

The objective of this project is to create a holistic Downtown Plan that will be used to develop Mackenzie for the future promoting key ideas such as sustainability, livability, and economic development.

The proponent's scope of work is to create a Downtown Plan that:

- Incorporates the community culture and sense of place, removes barriers to access and inclusion, recognizes Mackenzie's unique environmental challenges.
- Works with existing infrastructure and plans for future development i.e., active transportation corridors and park upgrades.
- Benefits business owners and plans for future economic development opportunities.

The proponent will be expected to deliver:

- A high quality, visually appealing Downtown Vision, and Action Plan.
- Embedded in the plan will be:
 - An assessment of the current condition of Downtown Mackenzie, including but not limited to the built form, amenity space, signage, lighting, landscaping, and municipal infrastructure both surface and below ground.
 - An action plan that provides detail on topics related to the downtown core including:
 - lighting (street, building, and holiday);
 - signage (private and public);
 - street assets (benches, waste and recycling, bike racks); and
 - landscaping.
 - An action plan that addresses other urban design issues in the downtown including amenity space, streets, sidewalks, active transportation corridors and street facilities such as electric charging stations for vehicles and bikes and public washrooms.
- High quality presentation materials for meetings with stakeholders, Council, and the public.
- High level cost estimate for implementation, broken down into any recommended phases.
- Presentation of findings at a Regular Council meeting and respond to questions from Council.

Part B - Development Permit Areas

Objectives

To create development permit areas that give the District clear and comprehensive guidelines and regulations that both align with the District's priorities and is a functional tool that enables an efficient permit distribution system.

The proponent's scope of work is:

- Engagement with all relevant parties: Council, Staff, Business Owners, Community.
- Research comparable municipalities and their approaches to Development Permit Areas and referring to relevant documents such as: Council Strategic Priorities, Official Community Plan Bylaw No.1304, 2014, Zoning Bylaw No.1368, 2017, Climate Action

Reports, the Corporate Energy Emissions Plan, and the recent Tourism and Economic Development Plans.

- Prepare draft DPA's and supporting documentation for review for all engagement parties.
- Provide a Final Report using the feedback from the engagement process.
- Present final DPA's, guidelines and regulations at a Regular Council meeting and respond to questions from Council.

PROCUREMENT

Following background research, staff published a Request for Proposal for the Downtown Vision and Development Permit Areas Project on February 2, 2022, closing February 28, 2022. Staff received three submissions for the project. Following the criteria below staff evaluated the proposals, based on the highest total score staff chose Barefoot Planning and Design to complete the project.

EVALUATION

Table 1: Scoring Criteria

DOM-22-01 Weighted Scores

Evaluation Criteria	Weight
Corporate Capability and Experience	25
Project Approach and Methodology	25
Budget	45
Corporate Sustainability Practices	5
Evaluation Criteria Total	100

Table 2: Final Scoring

Proponent	Evaluation Criteria Total
Barefoot Planning and Design	89.5
Exp.	77
Urbanics Consultants	75.5

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

BAREFOOT PLANNING AND DESIGN

Barefoot Planning and Design is a BC company that specializes in community planning and design, engagement, and Indigenous community planning. They have successfully completed several similar projects throughout the Province. They have proposed a project schedule that would see the completion of Part A – Downtown Vision by September 30, 2022 and Part B – Development Permit areas by December 16, 2022.

BUDGET

If Council awards the contract, the funding for this project has already been allocated from the General Government Operating Budget.

Total Project Budget: \$78,620.00 + GST
Approved Grant Funding: \$52,840.00
Total District Contribution: \$25,780.00 + GST

COUNCIL PRIORITIES:

Community & 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.

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

Luke Thorne
Land & Environmental Coordinator

Kerri Borne

Kerri Borne
Chief Financial Officer

Diane Smith

Approved for Submission to Council

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: March 4, 2021

Subject: Mackenzie Elks Lodge – Land Use Proposal

RECOMMENDATION:

THAT Council directs staff on which option to proceed with.

BACKGROUND:

The Mackenzie Elks Lodge No. 547 have approached Recycle BC and have been approved to expand their current recycling services to include: tires, large appliances, glass, aluminum, plastic, cardboard, among other items. They have discussed the project with staff at the Regional District of Fraser-Fort George, who have expressed their support towards the project as it would increase waste diversion opportunities for residents in Mackenzie. It is anticipated the expanded service offerings would also provide new employment opportunities for residents.

In order to provide the full suite of recycling services at their current location, they would need to expand storage facilities. The current Licence to Use agreement between the Mackenzie Elks Lodge and the District for that property does not allow for permanent construction. Staff have provided options for Council's consideration to move this initiative forward if they wish.

The lot of interest is legally described as Remainder of Lot A District Lot 12463 Cariboo District Plan 23085 Except Plan 24201 (see attachment B). The lot is currently zoned for commercial use under the C2 – Service Commercial Zone and has an area of 0.436 Acres. Attached is a letter from the Mackenzie Elks Lodge for Council's consideration referenced as attachment A.

SUPPORTING POLICY

Official Community Plan

Solid Waste Policies

- Develop a waste reduction strategy for residents and businesses.
- Continue to work with the Regional District of Fraser-Fort George to increase waste diversion through increased recycling and composting.

Council's Strategic Priorities

One of the long-term goals of Council is an increase in waste diversion. It is a goal that was included in both the 2017-2020 and 2021-2025 Strategic Priorities.

- 2017-2020 - Lead and support waste diversion efforts in the community and encourage further development of these services.
- 2021-2025 - Waste diversion efforts are succeeding in reducing landfill materials (i.e., residuals) produced by households, industrial, commercial and institutional sectors, as well as construction and demolition activities.

2018 CARIP Report

Waste diversion was included in the 2018 CARIP Report with actions being proposed to encourage widespread adoption of composting and recycling.

- Reducing, reusing, recycling, recovering and managing the disposal of the residual solid waste minimizes environmental impacts and supports sustainable environmental management, greenhouse gas reductions, and improved air and water quality.

OPTIONS FOR CONSIDERATION

1. Enter into a Licence of Use Agreement

Council could authorize staff to proceed with drafting a licence of use (LOU) for the land stated as Remainder of Lot A District Plan 23085. This LOU would be similar to the Mackenzie Nordiques User Group and the Mackenzie Golf and Country Club with an annual licence fee of \$50 and general liability insurance of \$5 million.

2. Sell the Land at Market Value

Council could also authorize staff to proceed with the District's typical land sale process. Next steps would include:

- Survey and third-party appraisal of the property – at the cost of the Mackenzie Elks Lodge
- Finalize Sale Agreement
- Publish Notice under Section 24 of the *Community Charter* of sale
- Finalize Agreement with the Mackenzie Elks Lodge
- Payment
- Transfer Title

3. Sell or Gift the Land Below Market Value

As the Mackenzie Elks Lodge are a registered not-for-profit with charitable status, under Section 24 of the *Community Charter*, the District may dispose of the land below market value if it chooses.

4. Deny the Request

Council may wish to maintain the property and license-to-use agreement as is. The Mackenzie Elks Lodge would be required to find an alternative site for their proposed operation.

PERMISSIVE TAX EXEMPTION

The Mackenzie Elks Lodge has been approved for a permissive tax exemption on the current building from 2021-2023. If additional land is purchased or acquired by the Mackenzie Elks Lodge, they would qualify to apply for the permissive tax exemption for the added land.

COUNCIL PRIORITIES:

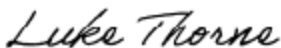
Community & Social Development

- 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.

Environmental Sustainability

- The way we operate has an impact on the environment. We are committed to integrating sustainability and Environmental, Social and Governance factors (ESG) into our decision-making

Respectfully Submitted,



Luke Thorne
Land & Environmental Coordinator



Approved for Submission to Council



MACKENZIE ELKS LODGE NO. 547
PO BOX 2
MACKENZIE BC V0J 2C0



Dear Mayor and Council,

The Mackenzie Elks Lodge No. 547 is led and inspired by dedicated volunteers, some of which have been assisting the community with the club for over 40 years. The Mackenzie Elks purchased the "Elks Centre" as a meeting and event location for their club, but also for fundraising activities such as providing office space rentals, function and event rentals, bartending, and lastly for their operation of Mackenzie's only local Return-It Depot. Funds raised by the club are utilized to support an extensive list of programs and services throughout the community and across Canada. The facility provides not only an opportunity for the club to fundraise for their causes, but it also is a key event space for Mackenzie residents and businesses, and alternative option for commercial office space.

The Mackenzie Elks have approached Recycle BC and been approved to expand our current recycling service offerings to include: tires, large appliances, glass, aluminum, plastic, cardboard, among other items. We have discussed the project with the staff at the Regional District of Fraser-Fort George and they have expressed their support towards the project as it would increase waste diversion opportunities for residents in Mackenzie. It is anticipated the expanded service offerings would also provide new employment opportunities for residents.

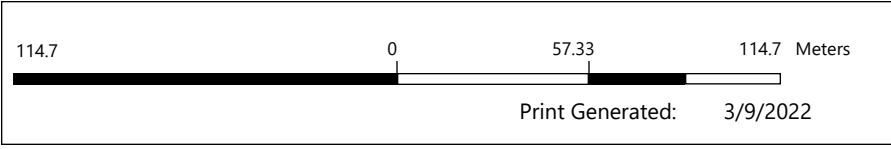
In order to provide the full suite of recycling services at our current location, we would need to expand storage facilities by building a large shed and compound in behind the Elks Centre. The Mackenzie Elks currently have a license-to-use agreement with the District of Mackenzie for the lot behind the Elks Centre (map attached), which does not allow for permanent construction on the site.

As such, we are asking Council if they would be interested in transferring the license-to-use to an agreement similar to other local non-profits such as the Mackenzie Golf and Country Club or Mackenzie Nordiques Cross-Country Ski Club, for use of the land and allow for permanent construction, or consider the sale of the property to the club.

Thank you for your consideration.

Sincerely,

NAME *Richard Eremack*
President



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 District of Mackenzie or the Provincial/Federal governments, the enactments will prevail.

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: March 8, 2022

Subject: Temporary Road Closure

RECOMMENDATION:

THAT Council approves the temporary road closure for the 165-metre section of Frontage Road that intersects Lots 3, 4, 5 of District Lot 12479 Cariboo District Plan 29874;

AND THAT Council approves amending the Closed Road Licence Agreement to include language that requires the licensee to maintain appropriate access for emergency vehicles and fire hydrants;

AND THAT Council approves the issuing of a Closed Road Licence Agreement, as amended, from March 21, 2022 to December 31, 2022.

ALTERNATIVE OPTIONS:

- Table consideration of the request so additional information can be provided
- Amend and issue the Temporary Road Closure
- Deny the request

BACKGROUND:

At the Regular Council Meeting on February 14, 2022, Administration presented the case for a Temporary Road Closure (TRC) in the industrial site. Council directed staff to proceed with the Temporary Road Closure process.

Administration viewed the TRC as it would a Temporary Use Permit and followed the investigative process as outlined in the District of Mackenzie's Development Procedures. Staff conducted the following:

1. Technical and Policy Review.
2. Technical Agency Referral.

3. Notification of neighbouring properties within a 100-meter radius of the proposed development, furthered to 100-metre radius of the subdivision.

Technical and Policy Review

Administration has conducted a thorough technical review as per the District of Mackenzie Development Procedures manual and included a review of:

- Applicable District of Mackenzie Bylaws
- Extent of the variance
- Possible precedents being set
- Rationale for the variance
- Safety and risk issues
- Urban design and aesthetic issues

A copy of the technical review is attached to this report.

Technical Agency Referral

Agency Name	Response
BC Hydro	"No Comments Submitted."
Fortis BC	"No Comments Submitted."
District of Mackenzie – Operations – Public Works	"There must be access for emergency vehicles."
District of Mackenzie - Fire Department	"Access to the fire hydrant must not be compromised."
BC Emergency Health Services	"No Comments Submitted."

Notification of Neighbouring Properties

Property Owners within a 100-meter buffer of the subdivision were delivered a notice, indicating the purpose of the temporary road closure, lands subject to closure, and the time and date the closure is to be considered by Council. Administration has not received any written comments or responses from neighbouring properties within a 100-meter radius of the subdivision. This report has been published prior to the deadline of March 11, 2022 at 4:30 pm and any additional feedback received before this will be attached and brought to the regular meeting of March 14, 2022.

AUTHORITY

Under Section 38 of the *Community Charter*, Council may:

- temporarily restrict or prohibit all or some types of traffic on a highway.
- In addition to the authority under Section 154 [*delegation of council authority*], a council may, by bylaw, authorize a municipal employee or any other person to control traffic on a highway, or to temporarily restrict or prohibit all or some types of traffic on a highway, in relation to matters specified in the bylaw

Under Section 35 of the *Community Charter*, Council may:

- For certainty, a council may grant a licence of occupation or an easement, or permit an encroachment, in respect of a highway that is vested in the municipality

NEXT STEPS

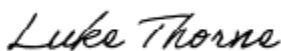
1. If approved staff will finalize the agreement.
2. After 6 months of the temporary road closure being in place, staff will conduct a technical review and bring back any information for Council's consideration.
3. Barring no concerns after the 6-month period and if the property owner has expressed interest, Staff would approach Council with available options for a long-term solution.

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,

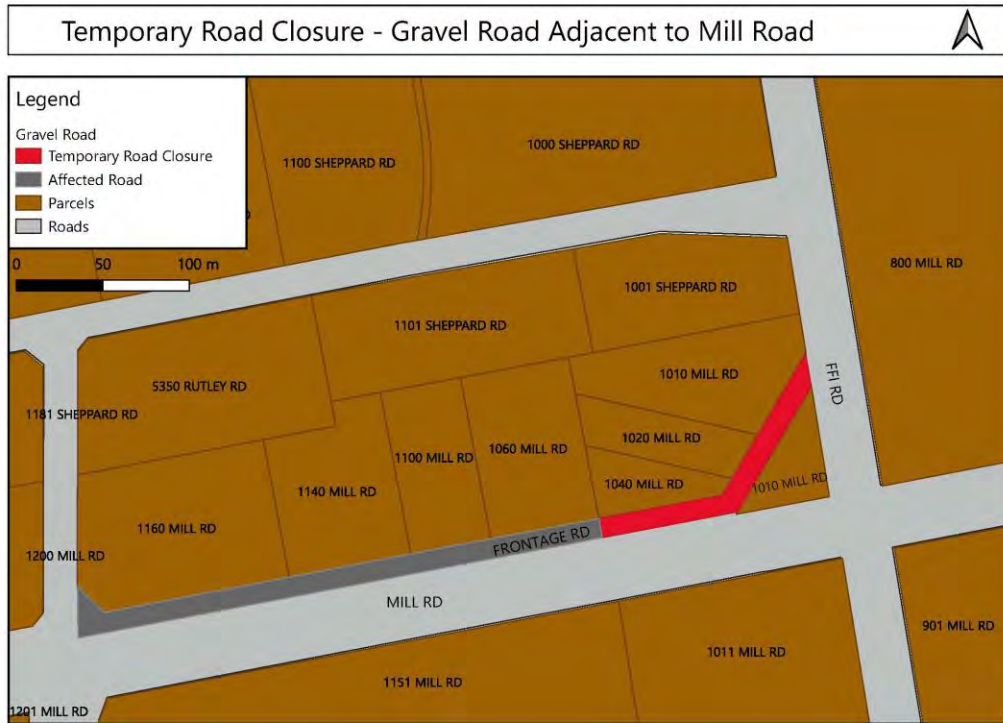


Luke Thorne
Land & Environmental Coordinator



Approved for Submission to Council

Attachment A – View of Impacted Parcels and Roads



Attachment B – View of Impacted Lots and Road Access



This **CLOSED ROAD LICENCE AGREEMENT** made this _____ day of _____, 2022

BETWEEN:

DISTRICT OF MACKENZIE

(the "**District**")

OF THE FIRST PART

AND:

Insert name of owner of adjoining property

(the "**Licensee**")

OF THE SECOND PART

WHEREAS:

- A. The Licensee is the registered owner of the property with civic address of [*insert address*] (the "Licensee's Property") and has expressed concerns to the District that a groundwater well on the Licensee's Property is susceptible to damage and contamination owing to its close proximity to [*NTD: insert name of road here*].
- B. Council for the District has, by resolution under section 38(1) of the *Community Charter*, temporarily closed to vehicle traffic the portion of [*NTD: insert name of road here*] shown outlined on the plan attached as Schedule "A" to this Agreement (the "**Closed Road**"), except for the limited local traffic contemplated under this Agreement;
- C. The District has agreed to allow the Licensee to have continued vehicle access to the Closed Road during the temporary closure period, subject to the terms and conditions set out in this Agreement;
- D. Under section 35(11) of the *Community Charter*, the District may grant a licence of occupation over a portion of a highway that is vested in the District;

NOW THEREFORE, in consideration of the covenants hereinafter contained, and the payment of the licence fee under section 1.1, the sufficiency and receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1.0 **PERMISSION TO ACCESS AND USE CLOSED ROAD**

- 1.1 In consideration of the Licensee's payment of a licence fee of \$1.00, and subject to the terms and conditions of this Agreement, the District grants to the Licensee a licence to enter onto and use the Closed Road for the purpose of vehicle access to and from the Licensee's Property, for the period commencing [*insert date*] and ending on [*insert date*] (the "**Temporary Closure Period**").
- 1.2 The Licensee shall not use the Closed Road for any purpose other than for access to and from the Licensee's Property.

2.0 **RESERVATION OF RIGHTS**

- 2.1 The District hereby reserves to itself from the grant of the licence to the Licensee under section 1.1 above the right for the District, its agents, employees, contractors, and subcontractors to have full and complete access to the Closed Road to carry out any operations associated with the District's use and ownership of the Closed Road.

3.0 **NO SNOW CLEARING OR MAINTENANCE BY DISTRICT**

- 3.1 The Licensee acknowledges and agrees that his access to and use of the Closed Road during the Temporary Closure Period is on an "as is where is" basis, and that the District shall not be required to undertake any snow clearing, ice removal, pothole filling, crack sealing, or any other maintenance or repair of the Closed Road during the Temporary Closure Period.
- 3.2 The Licensee may at his sole cost and expense undertake snow clearing within the area of the Closed Road during the Term, to the extent required to maintain vehicle access to the Licensee's Property, subject to the provisions of section 7.2.

4.0 **INDEMNITY**

- 4.1 The Licensee confirms and agrees that he accepts all risks of personal injury and property damage arising from or connected with the use of the Closed Road, during the Temporary Closure Period, by the Licensee, all residents of the Licensee's Property, and all contractors, agents, and invitees of the Licensee who use the Closed Road for the purpose of access to and from the Licensee's Property.
- 4.2 The Licensee shall indemnify and save harmless the District, its elected officials, appointed officers, employees, agents and contractors from and against all claims, actions, causes of action, costs on a solicitor and client basis, losses, damages, and expenses arising from or connected with the use of the Closed Road by the Licensee, residents of the Licensee's Property, and all contractors, agents, and invitees of the Licensee who use the Closed Road for access to or egress from the Licensee's Property during the Temporary Closure Period, including but not limited to:

- (a) any personal injury, bodily injury, property damage and death arising from or connected with such use;
- (b) any damage to the Closed Road resulting from or connected with such use.

4.3 The provisions of sections 4.1 and 4.2 shall survive the termination of this Agreement.

5.0 **NO ACKNOWLEDGMENT OF LIABILITY**

5.1 It is expressly understood and agreed by the Licensee that neither Council's decision to temporarily close the Closed Road to traffic, or the District's entry into this Agreement, amount to an acknowledgment that the groundwater well on the Licensee's Property is susceptible to or has sustained any damage or contamination owing to its close proximity to the Closed Road, and that the District does not admit or accept any liability or responsibility for any damage to or contamination of the Licensee's groundwater well sustained or occurring at any time prior to or following the execution of this Agreement.

6.0 **ASSIGNMENT**

6.1 Neither this Agreement nor any right, benefit or obligation conferred or imposed hereunder is assignable in whole or in part, whether by operation of law or otherwise, by either party without the prior written consent of the other party.

7.0 **END OF TERM AND TERMINATION**

7.1 The District may terminate this at any time during the Temporary Closure Period upon notice to the Licensee and with no compensation payable to the Licensee.

7.2 At the end of the Temporary Closure Period, or upon earlier termination of this Agreement, the Licensee must ensure that the Closed Road is in substantially the same condition as at the beginning of the Temporary Closure Period, and the Licensee must repair, to the District's satisfaction, any damage to the Closed Road resulting from or connected with the Licensee's use of the Closed Road.

8.0 **INSURANCE**

8.1 The Licensee must take out and maintain during the term of the Licence a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the premises by the Licensee in the amount of not less than five million dollars per single occurrence with such greater amount as the District may from time to time designate, naming the District as an insured party thereto and shall provide the District with a certified copy of such policy or policies.

8.2 The Licensee must take out and maintain during the Term 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, tsunami or any additional peril against which a prudent Landlord normally insures, naming the District as an additional insured party thereto, and shall provide the District with a certified copy of such policy or policies.

- 8.3 All policies of insurance shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the District thirty (30) days' prior written notice.
- 8.4 If the Licensee does not provide or maintain in force the insurance required by this Agreement, the District may take out the necessary insurance and pay the premium for periods of one year at a time and the Licensee shall pay to the District as additional Licence fees the amount of the premium immediately on demand.
- 8.5 If both the District and the Licensee claim to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of the claim of the District and the balance, if any, to the settlement of the claim of the Licenses.
- 8.6 The deductible on the policy of insurance must not be more than FIVE THOUSAND DOLLARS (\$5,000.00).

9.0 **NO FETTERING OF DISTRICT POWERS**

- 9.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its functions under any public or private statutes, bylaws, orders, and regulations, all of which may be fully and effectively exercised in relation to the Closed Road as if the Agreement had not been executed and delivered by the Licensee. Without limiting the foregoing, the Licensee acknowledges and agrees that Council for the District may, at any time during the Temporary Closure Period, reopen the Closed Road to all vehicle traffic, in which event this Agreement shall automatically terminate.

10.0 **EXTENSION**

- 10.1 The parties may extend the Term of this Agreement, upon the written agreement of both parties.

11.0 **WAIVER**

- 11.1 The failure of either party at any time to require the other party's performance of any obligation under this Agreement does not affect the right to require the performance of that obligation in the future. Any waiver by either party of any breach of any provision of this Agreement is not to be construed as a waiver or modification of the provision itself, or a waiver or modification of any other right under this Agreement.

12.0 **INTERPRETATION**

12.1 The validity, construction and enforceability of this Agreement is to be governed in all respects by the laws of the Province of British Columbia.

13.0 **GENERAL**

13.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

13.2 This is the entire agreement between the parties.

13.3 Time is of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

DISTRICT OF MACKENZIE by its authorized signatories:)
)

_____)
Name:)

_____)
Name:)

SIGNED, SEALED AND DELIVERED)
in the presence of:)

_____)
Witness)

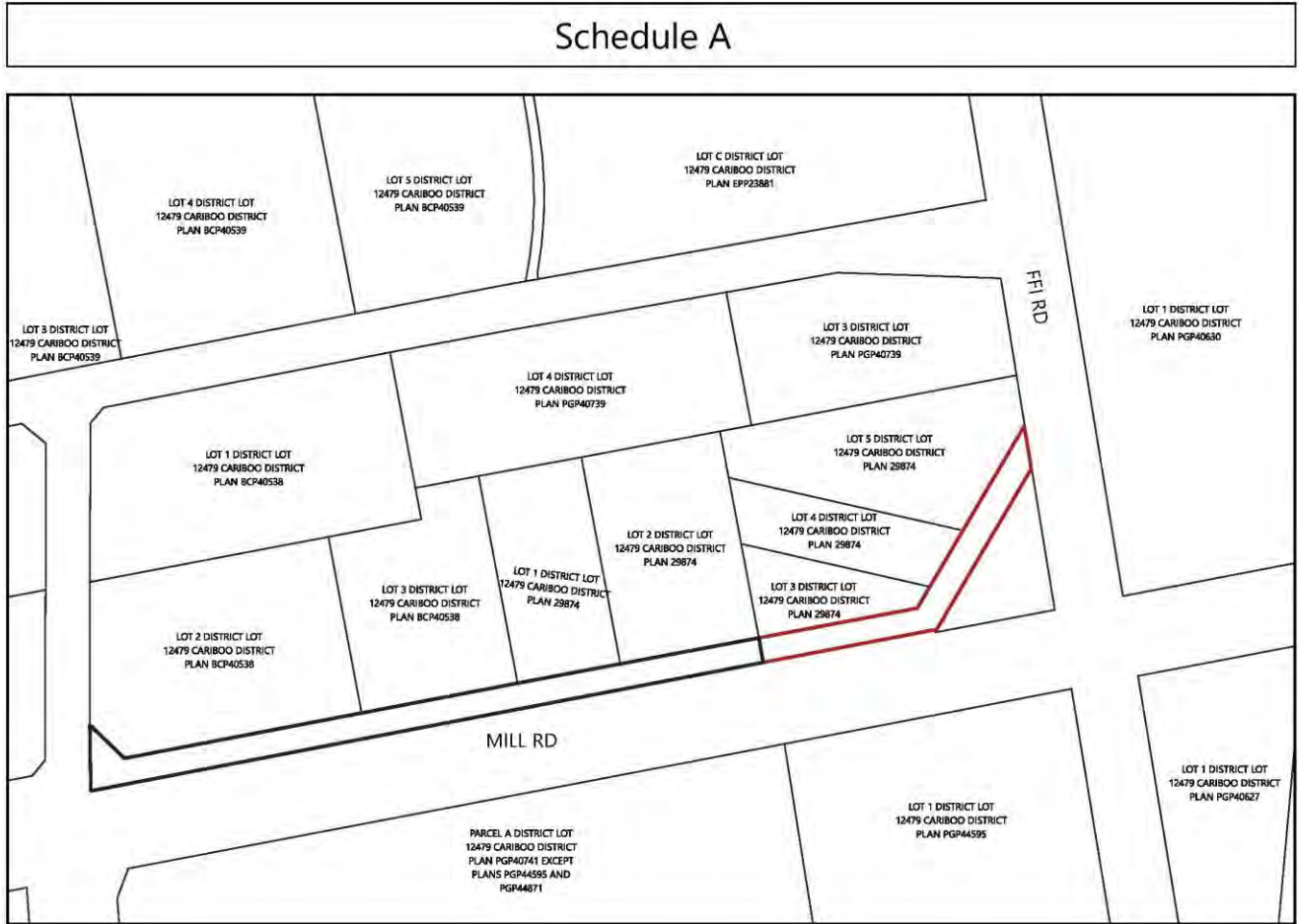
_____)
Address)

_____)
)

_____)
Occupation)

Schedule A

Area of Closed Road



To: Council
From: Administration
Date: March 8, 2022
Subject: **Technical Review – Temporary Road Closure**

Applicant Dave Warner

Owner District of Mackenzie

Location A Frontage Road in the Industrial Site

OCP/Zoning M1 – Light Industrial

Proposal Overview The proponent is seeking to temporarily close a 165-metre section of a Frontage Road in the Industrial Site.

Rationale for the Closure The proponent is concerned with the well being in close proximity to the road. The primary concern being that it could potentially become contaminated or damaged. In addition, there are drainage issues causing a disruption in the natural flow of water to the nearby ditch causing the excess water to flow back on the proponent's property.

Extent of Closure The closure will impact the East entrance to Frontage Road, from the east entrance the road would be closed for approximately 165 metres. The closure would take place one week after resolution and extend until December 31, 2022.

Possible Precedents Possible precedents that may be set:

- Designating well sites prior to installation.

Safety Issues & Risks

- Potential risk of injury if road conditions are not kept up to standard.
- Fire - hydrants must be accessible for emergency use.
- Buildings on site would require emergency access.
- Unauthorized traffic.
- Nuisance to public transport.

**Urban Design
and Aesthetic
Issues**

- The property owner would keep the road clear for emergency use and access.

**Alternative
Siting
Placement**

- The well is fixed, there is an option for moving the well site at the expense of the owner.
- There could be ditching dug to improve water flow away from the proponent's property at the expense of the District.

**Applicable DOM
Bylaws &
Relevant
Legislation**

Bylaw #1180 Road Closure

COUNCIL REPORT

To: Mayor and Council
From: Administration
Date: March 4, 2022
Subject: MSS Grad Committee – In-Kind Requests

RECOMMENDATION:

THAT Council approves the in-kind request of providing two rooms at the Mackenzie Recreation Centre from June 26-28, 2022, the indoor stage rental and set up of the sound system and Community Hall for the 2022 Mackenzie Secondary School graduation events;

AND THAT Council approves the in-kind request to assist in displaying grad banners during the month of June.

BACKGROUND:

The District has provided in-kind support to the MSS Grad Committee in the past through the Community Grants program. Community Grants Policy 3.16 was amended in September 2020 stating the program is only available to registered non-profit organizations. As the MSS Grad Committee is not a registered non-profit organization, this is a special request being submitted to Council outside of the regular community grants program.

The Mackenzie Secondary School (MSS) Grad Committee is preparing for the graduation events for the 2022 graduating class. The MSS Grad Committee has requested the in-kind contribution for the rental of the Sas Da’Ghe and Callahan Rooms from June 24-26, 2022 for this year’s graduation events (see attachment A). They have requested use of the indoor stage, full sound system and Community Hall set up along with the corresponding insurance. In addition, they have requested the District’s assistance in hanging thirty-four grad banners for the month of June.

BUDGET:

The cost provided by Public Works to hang and remove the grad banners is approximately \$3,502.

The cost for the rental of the Sas Da’Ghe and Callahan Room at the Mackenzie Recreation Centre from June 24-26, 2022, rental of the indoor stage, sound system and Community Hall

setup is \$1,584.92. The District has provided room rentals previously to the Grad Committee; however, insurance was paid for by the Committee. The estimate to cover the insurance is approximately \$133.

If approved, the in-kind requests would be funded through the Community Grants Budget.

2022 Budget:	\$95,000
Allocated in Fall 2021:	\$31,500
Nordiques Groomer Funding Agreement:	\$13,000
MSS Grad Committee Request 2022:	<u>\$5,219.92</u>
Left for 2 nd Intake of March Community Grants Program:	\$45,280.08

COUNCIL PRIORITIES:

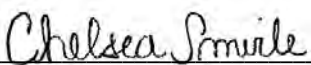
Community and Social Development

- 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,



Chelsea Smirle
Legislative Clerk/Executive Assistant



Kerri Borne
Chief Financial Officer



Approved for Submission to Council

Attachment A

March 8, 2022

Dear Mayor and Council,

The 2022 MSS Grad Committee is requesting in-kind contribution for the rental of the Sas Da’Ghe and Callahan Rooms from June 24, 2022 to June 26, 2022 for this year’s graduation events. The Grad dinner, dance and games would be held on Saturday, June 25, 2022 – with the day before needed for set up and the day after needed for take down. In addition, we wish to include the rental of the indoor stage, full sound system set up and community hall set up, along with corresponding insurance.

We also requesting the in-kind contribution for the Grad Banners to hung and taken down for the month of June.

The 2022 Graduating Class greatly appreciates your consideration of this request.

Shannon Talbot

MSS Grad Fundraising Chair

stalbot469@gmail.com

250.988.1484

COUNCIL REPORT

To: Mayor and Council
From: Recreation Services
Date: February 28, 2022
Subject: Climbing Wall Move

RECOMMENDATION:

THAT Council approves the move of the climbing wall into the Rose Boyko Room of the Community Hall.

BACKGROUND:

Recreation Services mandate is to offer a broad range of recreational activities and experiences for the community.

With limited space available, in order to expand on low-cost drop-in style recreation opportunities with the offering of a court, the climbing wall has to be moved to a new location. Staff evaluated options and collected public input to support best decisions by conducting individual meetings with various members of the community, holding a public engagement session (15 participants) and organizing a survey (91 responses).

What staff heard:

- Request was made for virtual meetings in the future and more public engagement.
- Create more drop in style programming for climbing wall with no supervision - like Burns Lake.
- Keep the wall in the community and offer more flexibility with schedule.
- Concerns over access if wall is moved to school.
- Have a club manage the climbing wall i.e. minor hockey, figure skating, x-country ski club.
- Better illustrate the costs of moving the climbing wall.

Key points from survey:

- 70% of respondents want the wall to remain at the Rec Centre.
- 71% of respondents wanted children to participate in the future and 23% not applicable.
- District should spend \$51,000 on climbing wall operations per year.
- Public would pay \$20 on average for a climbing wall coaching session once a week/once a month program – this is for coaching and not just supervision.

- Public would pay \$280 on average for an annual membership.
- Best days for climbing to be open are Saturday and Sunday.
- Best months for climbing to be open are October to March.
- Current setup doesn't work with public schedule/not open enough.
- Majority don't want supervision.

SUMMARY:

Relocating the climbing wall to the elementary school would serve multiple purposes, however, the community would prefer the wall to remain at the Recreation Centre and an agreement still hasn't been finalized with SD57.

The public has expressed a desire for unsupervised climbing experiences. After further research and feedback from the public, staff identified Burns Lake and Canmore as two examples of municipalities running unsupervised climbing. This would significantly help reduce costs and improve access, which ties into the strategic plan for Recreation Services. Given what staff has learned through the process, the recommendation from staff is to move the wall into the community hall and use a combination of drop-in style and coaching programs. This will ultimately reduce costs, provide more access and continue to grow climbing in our community.

In addition, staff would like to explore the option of purchasing a bouldering wall for Morfee Elementary School using funds accrued through our joint use agreement with the school. Staff believe that providing grass roots opportunities for youth in our community is an important part of helping them stay active for life.

BUDGETARY IMPACT:

Estimated costs to move Climbing Wall:

- | | |
|------------------|---------------|
| • Textured Paint | \$ 750 |
| • Wood | \$ 500 |
| • Miscellaneous | \$ 500 |
| • Electrical | <u>\$ 500</u> |
| Total Expenses | \$2,250 |

Funding for the project would be allocated from the Recreation Services 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.

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

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: March 8, 2022

Subject: Policy 1.22 Electronic Participation and Electronic Meeting Policy

RECOMMENDATION:

THAT Council adopts Electronic Participation and Electronic Meeting Policy 1.22.

BACKGROUND:

At the regular meeting of January 24, 2022, the first session of the Council Procedure Bylaw review was held to consider the current practice and discuss any changes before proceeding to include the electronic meetings policy and procedures. At the regular Council meeting of February 14, 2022, a second session was held, and Council provided feedback on a series of questions to help build the framework for the new electronic meeting procedures and associated administrative policies. At the February 28, 2022 Council meeting, staff presented the draft new Council Procedure Bylaw No. 1370 for first three readings having incorporated the feedback from the previous sessions. It has been attached to the Bylaw section of this agenda for final adoption.

At the last Council meeting, staff committed to bringing forward a new Electronic Participation and Electronic Meeting Policy to complement the Council Procedure Bylaw update. Policy 1.22 Electronic Participation and Electronic Meeting Policy has been attached for Council's review and consideration.

The key themes of the policy include:

- General Meeting Etiquette
- Electronic Closed Meeting Etiquette
- Conflict of Interest
- Live Streaming and Recording
- Records Management

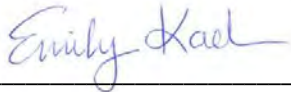
The clauses associated with live streaming and recording are intended to come into effect after the final installation and commissioning of the new audio-visual upgrades in Council Chambers and the Recreation Centre. Pending equipment delivery, the final installation is expected to take place between May – August 2022.

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

1.22 Electronic Participation and Electronic Meeting Policy

Established by Council on _____ – Resolution No. _____

Purpose:

This policy establishes standard expectations and guidelines for the administration of electronic and hybrid Council and Council committee meetings, pursuant to the *Community Charter* and the District's Council Procedure Bylaw. This policy applies to all Regular, Special, Committee of the Whole (COTW), and Council Committee Meetings.

Definitions:

1. In this policy,
 - a. **"Electronic Meeting"** means a meeting where all members participate electronically, as authorized by the Council Procedure Bylaw.
 - b. **"Electronic Attendee"** means a member of Council or committee attending an electronic or hybrid meeting via electronic means.
 - c. **"Hybrid Meeting"** means a meeting where some members are attending in-person and some members are attending electronically.
 - d. **"Member"** means a District of Mackenzie Council or committee member.

Type of Connection:

2. Whenever possible, Electronic Attendees should connect through the District's video conferencing platform when attending an electronic meeting or participating electronically.
3. When video conferencing is not available or possible, Electronic Attendees should access audio only participation through the video conferencing platform. It is not tenable to have multiple methods of electronic connection (i.e., through phone teleconference and video conferencing software).
4. Video conferencing software will be the preferred method, unless there is failure that makes it impossible or impractical to use. In that case, phone conferencing may be an option for use.

5. For the benefit of participants without video, the Chair may announce the Electronic Attendees present.
6. When Electronic Attendees are attending without video, the Chair will provide direction on how participation and voting will be conducted.

General Meeting Etiquette:

7. Electronic Attendees will have their video on for any debate or discussion within the meeting so that other participants may see them. Backgrounds of any video display should appear neutral (avoiding other persons, distracting displays, etc.) to avoid distraction of other Members and the public, as well as to protect the privacy of other individuals.
8. Electronic Attendees will keep their audio devices muted except when speaking. Audio devices should only be unmuted in relation to those times where a Member would be permitted to speak under the Council Procedure Bylaw.
9. During voting, Electronic Attendees will raise their hands clearly when appearing by video to show their vote when called for by the Chair. If participating through audio only, the Electronic Attendees will be called on to verbally register their vote.
10. The Chair shall announce the results of the vote at that time so that all Members are clear on the result. If there is concern with the outcome of the voting (if there was concern votes were not correctly recalled by the Chair), they should be raised immediately.
11. If an Electronic Attendee is disconnected during an Electronic Meeting, and it results in loss of quorum, the meeting will recess until quorum can be restored. In cases where quorum cannot be restored (e.g., power-outage), the meeting will be adjourned and remaining agenda items added to the next meeting whenever possible.

Electronic Meetings Closed to the Public:

12. If an Electronic Meeting is called and is authorized to be closed to the public pursuant to the *Community Charter*, Electronic Attendees must ensure confidentiality of the meeting at all times, including ensuring that no other person can hear any aspect of the meeting.
13. The Chair of the Electronic Meeting will call upon Electronic Attendees to confirm that confidentiality will be maintained, and that no other person is able to see, or hear, the meeting taking place in the location where they are participating from. This verification will be noted in the minutes.

14. In the case of unauthorized access to an Electronic Attendee's closed meeting location, that attendee must immediately disconnect from the meeting or be placed into the waiting room by the meeting Chair, Corporate Officer or designate. Once the Electronic Attendee has re-established the security of their location, the Electronic Attendee may rejoin the meeting or, if placed into the waiting room, notify the Chair, Corporate Officer, or designate of their readiness for re-admission.

Conflict of Interest:

15. If a member has a conflict of interest when attending a Hybrid or Electronic Meeting, they will:
- a. advise the Chair and Corporate Officer by raising a point of order as soon as the item is introduced;
 - b. leave the meeting either by disconnecting from the electronic platform or by being placed into the waiting room by the Corporate Officer; and
 - c. wait for the Corporate Officer to invite them back into the meeting once the agenda item has concluded.

The Public:

16. The public, staff, and presenters will mute audio and video devices except when presenting, responding to a question, or providing comment under the Public Comment and Question and Inquiries sections of the Regular Council agenda, or at a Public Hearing.
17. The Corporate Officer, or designate, may mute the public, staff, or presenters except as noted above.
18. The Corporate Officer, or designate, will assist the public, staff, or presenters to mute audio and video as required.
19. Members of public that have questions or difficulties accessing the electronic platforms will be directed to the Corporate Officer or designate for assistance.
20. Written submissions, whereby the author will not be in attendance at the Electronic or Hybrid Meeting, must be received by the Corporate Officer or designate by 4:30 pm on the meeting date to be read or shared with Council during the Public Comment and Question section of the agenda.

Live Streaming and Recording:

21. Where possible, the District of Mackenzie will video record and live stream all its Regular Council meetings, Committee of the Whole meetings, and Public Hearings unless notice has been provided otherwise.
22. At the beginning of each meeting, a statement will be made by the Chair whether recording is taking place, and that recordings will be published on the District of Mackenzie website or designated viewing platform.
23. Recordings of Regular Council meetings, Committee of the Whole meetings, and Public Hearings will be uploaded and available on the District website or designated viewing platform. The current year recordings plus two additional years will be retained for viewing.
24. Video recording and live streaming will not occur for Electronic or Hybrid Meetings that are authorized pursuant to the *Community Charter* to exclude members of the public from attendance.
25. The video recording and live streaming of Special Meetings of Council will be considered on an individual basis and must be authorized by Council resolution.

Authority to Edit, Interrupt and Remove:

26. The District of Mackenzie Corporate Officer or Chief Administrative Officer has the authority to cut video-feed, have existing video edited, and to have a member attending by video conference muted, to remove or disrupt any comments or actions that are profane, slanderous, harassing innature, or violates any valid regulation or law including the *Copyright Act* and *Freedom of Information and Protection of Privacy Act*.

COUNCIL REPORT

To: Mayor and Council

From: Recreation Services

Date: March 4, 2022

Subject: Concession Lease Agreement - Award

RECOMMENDATION:

THAT Council awards the concession lease agreement to Edward Lepp, prospective new owner of Mr. Munchy's, in the amount of \$800 per month for a period of two years, subject to Mr. Lepp's financial approval as indicated in his proposal.

BACKGROUND:

Denis Grimard, current owner of Mr. Munchy's, has operated the concession business in the Mackenzie Recreation Centre for approximately 38 years. He recently gave his notice and will no longer be operating as of April 30, 2022.

Staff created a Request for Proposal to solicit for a new concession operator and one bid was received.

SUMMARY:

The proponent, Edward Lepp, has indicated his wishes to purchase all Mr. Munchies equipment and the business name from Mr. Grimard. The proposal he submitted offers to provide the community with a similar operation to what Mr. Grimard delivered and states that Mr. Grimard has agreed to help him transition. Mr. Lepp's offer is subject to financial approval.

The term of the agreement would be for two years beginning June 1, 2022, ending May 30, 2024, with an optional two-year renewal if mutually agreed.

BUDGET:

The lease rate would be \$800/month x 24 months = \$19,200 revenue over two years. This is an increase of \$1,668 from the current revenue 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

LEASE AGREEMENT

THIS LEASE made this ___ day of ____, 2022

UNDER THE *LAND TRANSFER FORM ACT*, PART 2

BETWEEN:

DISTRICT OF MACKENZIE

c/o Terry Gilmer, Director of Recreation Services
Mackenzie Recreation Centre
Bag 340, Mackenzie, BC V0J 2C0
P: 250-997-5283
E: terry@districtofmackenzie.ca

(hereinafter referred to as the "District")

AND:

MR. MUNCHY'S

Edward Lepp
201 Centennial Drive
P: 250 997 1179
E: jrlepp@telus.net

(hereinafter referred to as the "Tenant")

WHEREAS the District of Mackenzie is the owner in fee simple of the Lands and Premises located at:

- a) Mackenzie Recreation Centre
400 Skeena Drive
Mackenzie, BC V0J 2C0

(hereinafter referred to as the "Facility");

- b) Concession Lease Space located within the Mackenzie Recreation Centre, adjacent to the Arena Lobby and Community Hall

(hereinafter referred to as the "Premises");

AND WHEREAS the Tenant has requested, and the District has agreed, to grant a lease of the Premises for operating a concession and catering business;

NOW THEREFORE this Agreement witnesses that in consideration of the rent to be paid, fees for services rendered within the space, and operation of vending machines, the covenants and agreements to be observed and performed and for other good and valuable consideration (the receipt and sufficiency of which are expressly acknowledged) the parties covenant and agree as follows:

1. PREMISES

That the District agrees to lease to the Tenant the Premises, located at 400 Skeena Drive, Mackenzie Recreation Centre, outlined within the solid black line described and outlined in **Appendix A** attached to this Agreement; with the lobby area outlined and washroom locations nearest the concession area.

2. TERM

- a) That the term of this Agreement is June 1, 2022 to May 30, 2024;
- b) That if the Tenant is not in default under this Agreement, the Tenant has the option to renew this Agreement for a further two-year term, if agreed to by the District. The District reserves the right to modify the terms of the Agreement prior to renewal.

3. RENT

That the Tenant shall pay rent to the District (hereinafter referred to as the "rent") on the first day of the month commencing June 1, 2022. The Rent shall be **\$800 + applicable tax per month** until May 30, 2024.

4. OTHER SERVICE FEES

Catering Fee Services

That the Tenant shall pay \$10.00/hour for the use of the space for catering services provided to locations outside of the Mackenzie Recreation Centre plus 2% of the gross sales made for each catering contract. Copies of the invoices will accompany remittance fees which are due monthly. Kitchen use will be estimated by the tenant.

Vending Machine Service Fees

That the Tenant shall pay 15% of the net profit (after tenant costs have been accounted) from all vending sales to the District, monthly. Vending machines shall carry a minimum of 50% of the stock that meet the Stay Active, Eat Healthy provincial guidelines. These can be reviewed at <https://stayactiveeathealthy.ca/> and <http://www.health.gov.bc.ca/healthyating/vending.html>.

5. PREMISES USE

That from the commencement of the term, the Tenant shall use the Premises only as a concession and catering business to serve food and non-alcoholic beverages to the public. The Tenant may utilize vending machines in specific locations within the Mackenzie Recreation Centre by written authorization from the District. Vending machines must only utilize electricity and must be easily removed for maintenance and cleaning purposes.

Mr. Munchy's Menu requirements

The Tenant will continue to offer healthy food menu options, both cold and hot, along with the traditional items in arena concession operations. These options include salads, fruit and vegetables. For clear referencing on portion sizes and daily recommended portions, the Canada Food Guide is a tool to utilize.

(www.canada.ca/print_eatwell_bienmang-eng.pdf)

(www.unlockfood.ca/en/Articles/Canada-s-Food-Guide/Eating-well-with...).

The Mackenzie Recreation Centre through Recreation Services are now a part of a province wide Healthy Food and Beverage Sales program in Recreation Facilities. The lead on this program is the British Columbia Recreation and Parks Association (www.bcrpa.bc.ca). The program encourages individuals to make healthy choices when purchasing food or beverage products where they live, work and play. Recreation Services will work with the tenant to ensure alternative healthy food and beverage choices are available for patrons in the Mackenzie Recreation Centre. This means every sugary food or drink must have a healthy option choice in the same machine. More information on this can be found at www.healthlinkbc.ca.

6. HOURS OF OPERATION

That the Tenant shall operate the Premises from 11:00 a.m. to 8:00 p.m. Tuesday through Friday, and Saturday and from 11:00 a.m. to 5:00 p.m. If the Tenant wishes to increase times of operation on the Premises they may do so provided that the increased times do not affect District staffing levels, facility operational hours, or other specific requirements in operating the Mackenzie Recreation Centre. Holiday hours, summer schedules and event schedules will be set by the tenant 21 days in advance.

7. PROMOTIONAL PREFERENCE

That the District agrees, where practical and possible, to promote the services and catering business of the Tenant but reserves the right to authorize variances when considered appropriate by the District. The food services from the Tenant are not sole-sourced therefore, at times, other vendors and caterers may be utilized for functions within the Mackenzie Recreation Centre.

8. QUALITY OF OPERATION

That the District shall have the right, always, to require the Tenant to take whatever steps may be necessary to improve the quality of service, goods and operations of the Premises. Should the District become aware of any deficiency relating to the operation of the Premises, on written notice, the Tenant will have ten (10) days to remedy any such deficiency.

9. EQUIPMENT

- a) That the District leases to the Tenant the use of the range hood fan within the concession (hereinafter referred to as the "Equipment") and;
- b) That the District and Tenant will jointly inspect and sign off on the condition of the Equipment prior to finalizing this lease agreement and;
- c) That the Tenant is required to maintain the Equipment in a good and reasonable state of repair (reasonable wear and tear excepted) and;
- d) That the District will not be obliged to furnish any services or facilities or to make any repairs or alterations in or to the Premises, other than as expressly stated in this Lease, or to repair or replace the Equipment and;
- e) That the District has made no representation or warranty to the Tenant with respect to the condition of the Premises or the Equipment. The Tenant has conducted an inspection of the Premises and the Equipment to satisfy himself that the Premises and the Equipment are in a condition that is suitable for the Tenant's purposes and the Tenant accepts the Premises and the Equipment under this Lease on an "as is, where is" basis.

10. INSPECTION

That the District will monitor the operation of and inspect the Premises at reasonable times to determine if the Tenant is in strict compliance with this Agreement, provincial legislation, codes, acts and health regulations.

11. SHOWING OF THE PREMISES

That the Tenant will permit the District and its agents and employees to show the Premises to prospective tenants during the last six (6) months of this Agreement.

12. STATE OF TITLE

That the Tenant will abide by and not breach any restrictions on the title to the Facility as of the date of this Agreement and such other reasonable restrictions in easements, covenants, rights of way and other charges granted by the District from time to time.

13. UTILITIES AND CUSTODIAL RESPONSIBILITIES

a) That the District will supply the following specified services:

i) Electrical, Mechanical and Plumbing Installations

The District will supply and maintain washroom facilities in the Alan Shepard Arena. The District will supply and maintain all electrical (including lamp fixture ballasts), mechanical and plumbing installations in the Premises necessary for its adequate operation;

ii) Heating and Ventilation

The District will provide and maintain throughout the Premises heating, ventilation and air conditioning;

iii) Hot and Cold Water in the Kitchen

The District will provide adequate hot and cold water supply to the Premises;

iv) Cleaning and Supplies

The District will supply regular and effective cleaning of the cafeteria area using related materials, equipment and supplies to undertake this work. Cleaning of the arena lobby area and furnishings during the hours of concession operation will be the responsibility of the Tenant;

v) Cleaning Services

The District will provide the following cleaning services:

- Products, cloths/mops and PPE will be provided and replenished when requested by the tenant
- Monthly deep clean the floor, inspect drains and exposed piping
- Monthly clean and service all grease traps
- Bi-annually provide the hood cleaning and vent cleaning;

vi) **Redecoration and Refurbishment**

A regular program of redecoration and refurbishment of the cafeteria area can be discussed with the District.

vii) **Refuse Disposal**

The District will maintain an outside disposal bin for the Tenant to utilize. Should the bin need to be emptied the Tenant will notify the Recreation Services Staff.

viii) **Lighting**

The District will provide exterior and interior illumination within the Premises and at work stations at the lighting levels acceptable to the Workers Compensation Board including the annual cleaning and maintenance of all lighting fixtures and installation of new bulbs and tubes as may be required; current work stations in the kitchen require additional / moved lighting.

ix) **Electrical Outlets**

Outlets will be made available for the vending machines in predetermined locations in the Facility;

x) **Utilities**

The District will pay utilities for sewer, water, garbage pickup and disposal. The District will pay for the electricity to approved vending machines;

b) That the Tenant will supply the following services:

i) **Food Preparation and Servery Areas of the Concession**

The Tenant will be responsible for all regular and effective cleaning of the food preparation and servery areas of the Premises to meet the requirements of the *Health Act* and other applicable regulations, codes and laws. The Tenant will provide the District with a schedule of cleaning and sanitization for reference;

ii) **Cafeteria Area**

The Tenant shall be responsible for cleaning the tables and chairs in this area and removing all refuse from the floor to the refuse disposal receptacles provided. The arena lobby area will be swept, and spills cleaned by the Tenant. This is the responsibility of the Tenant during operating hours of the concession;

iii) **Vending Machines**

Vending machines shall be stocked on a weekly basis and should never be less than thirty percent (30%) empty. Stock shall be checked weekly for expiry dates;

iv) **Refuse Disposal**

The Tenant shall remove all refuse from the kitchen premises, to the outside disposal bin maintained by the District. This is located in the staff parking lot closest bins to the building.

14. REGULATORY COMPLIANCE

That the Tenant shall observe, perform and comply with all laws of Canada, British Columbia and Bylaws of the District. The Tenant shall obtain and display a current business license and comply with the rules and regulations applicable to the Facility. It shall be the Tenant's responsibility to obtain, under the provisions of the *Health Act*, a permit to operate a food service establishment and prominently display this permit and the business license on the Premises. The Tenant must abide by any changes to the rules and regulations indicated above. Copies of all required documentation must be given to the District before commencing operations.

15. RENOVATIONS, ALTERATIONS AND CAPITAL IMPROVEMENTS

That the Tenant may make alterations and additions to the Premises with the prior written consent of the Director of Recreation Services, which may be withheld at the District's sole discretion. The Tenant shall be responsible for maintaining and keeping in good working order all equipment and chattels on the Premises. The equipment must meet all fire, safety and health requirements. Gas permits, inspections and related documents must be copied to the District for filing.

16. ADVERTISING/PROMOTION MATERIALS

That the Tenant has permission from of the Director of Recreation Services at the Mackenzie Recreation Centre, to erect a TV menu to the Premises' walls and hang temporary advertising banners, signs and other promotional materials in areas where no existing signage is located, subject to any adopted District advertising policy. Any advertising proposal must be submitted in writing to the Director of Recreation Services at the Mackenzie Recreation Centre for consideration.

17. TENANT'S EMPLOYEES

The Tenant is solely responsible for its employees and the Tenant shall pay all remittances in relation to its employees, including employment insurance and workers compensation premiums. Proof of employee training certifications will be required for each food service employee working with the Tenant upon request.

18. LOST, STOLEN OR DAMAGED ARTICLES

That the District is not responsible for lost, stolen or damaged articles of the Tenant, its members, directors, officers, employees, servants, agents, contractors, subcontractors, invitees, customers and other persons for whom it is responsible (hereinafter referred to as "Related Persons").

19. ACCESS

That so long as this Agreement is in effect, the Tenant and related persons/employees shall have the right in common with other occupants of the Facility to pass, re-pass and utilize all common and assigned areas including corridors, lobbies, washrooms, passages, assigned storage areas (if any), parking and other exterior areas for the purposes of ingress and egress to the Premises and use of the Premises for the purpose outlined in this Agreement; there will be no assigned parking, and parking is only permitted in authorized areas.

Tenant parking in the loading and un-loading zone is restricted to 30 minutes maximum, with the vehicle turned off. This temporary parking can be used for delivery of supplies, catering and loading/unloading only. Parking will not be permitted beyond 30 minutes. This area is restricted for emergency vehicle access.

The access by District of Mackenzie employees will be restricted to Management and Building, Grounds, Maintenance Staff. Access shall be given to the most senior staff on shift should a regulatory or compliance organization request access. Building Operators will only have access when completing scheduled cleaning.

20. SUBLEASE AND ASSIGNMENT

- a) That the Tenant will not assign nor sublet without advance written consent of the Director of Recreation Services, which may be withheld at the District's sole discretion;
- b) That the District's consent to assignment or subletting shall not release or relieve the Tenant from his obligations to perform all the terms, covenants and conditions that this Agreement requires the Tenant to perform, and the Tenant shall pay the District's reasonable costs incurred in connection with the Tenant's request for consent.

21. INSURANCE PROVISIONS

- a) That the Tenant shall, throughout the term of this Agreement, secure, maintain and pay for a commercial general liability insurance policy with a limit of not less than three million dollars (\$3,000,000) inclusive per occurrence for bodily injury and property damage, as well as Tenants Legal Liability not less than \$500,000. Additionally, the Tenant is required to carry their own contents insurance.
- b) That the insurance policy shall include the following coverage in respect to the Premises:
 - i) Contingent employer's liability;
 - ii) Owner's protective liability;
 - iii) Broad form property damage on an occurrence basis including loss of use of property;
 - iv) Contractual liability assumed under this Agreement and;
 - v) Cross liability;
- c) That the District shall be added as an additional named insured;
- d) That the contract of insurance shall include a provision requiring the insurer to give the District thirty (30) days prior written notice before making any material changes in the insurance or termination or cancellation of it;
- e) That the policy shall be underwritten by an insurance company licensed to do business in British Columbia and approved by the District;
- f) That the Tenant shall furnish the District with a certificate that the required coverage is in force including evidence of insurance renewal. Every certificate shall include certification by the insurer that the certificate conforms to the provisions of this paragraph (21). Maintenance of such insurance shall not relieve the Tenant of liability under the indemnity provisions of this Agreement;
- g) That the forgoing provisions shall not limit the insurance required by law nor relieve the Tenant from the obligation to determine what insurance it requires for its own purposes.

22. INDEMNIFICATION

- a) That the Tenant hereby indemnifies and saves harmless the District and their elected and appointed officials, officers, employees and agents from and against any and all liability, actions, causes of action, claims, debts, suits, losses, costs (including actual costs of professional advisors), demands and harms whether known or unknown which

the District now has or may at any time suffer in relation to death, bodily injury, property loss, property damage or other loss or damage, of any kind whatsoever, arising from or connected with:

- i) The Agreement granted hereby;
 - ii) The exercise by the Tenant of any right or permission under this Agreement;
 - iii) The use or occupation of the Premises by any person;
 - iv) The construction, maintenance, existence, use or removal of the Tenant's improvements and equipment; or
 - v) Any default or breach of the Tenant;
- b) That the Tenant hereby indemnifies the District for any claims by any person, or the Province of British Columbia, pursuant to the *Health Care Costs Recovery Act*, for the cost of any health care services as defined in the *Health Care Costs Recovery Act*, as amended from time to time, arising from or related to the personal injury or death of any person, directly or indirectly, arising or resulting, in whole or in part, from any negligence or other failure of the Tenant which may cause or contribute to such personal injury or death together with any legal or administrative costs associated with such a claim which may be incurred by the District. The Tenant covenants and agrees with the District that this indemnity survives the expiry or earlier termination of the Agreement;
- c) That no provision of this Agreement and no act or omission or finding of negligence, whether joint or several, as against the District, shall relieve the Tenant from liability to the District, whether such liability arises under this Agreement or otherwise;
- d) That the Tenant will indemnify the District from and against all claims, lawsuits, damages, losses, costs, including legal costs, or expenses which the District may suffer or incur by reason of the use of the Premises by the Tenant, 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;
- e) That the Tenant will indemnify the District 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.

23. SURRENDER

That the Tenant shall return the Premises to the District, at the expiry or earlier termination of this Agreement, with the Premises clean, tidy, free of contamination and in good repair, subject only to reasonable wear and tear from use.

24. EFFECT OF WAIVER

That the District, by waiving or neglecting to enforce the right to forfeiture of this Agreement, 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 Agreement.

25. HOLDING OVER

That if the Tenant holds over, following the term of this Agreement, and the District accepts the Rent, this Agreement becomes a tenancy from month to month, subject to those conditions in this Agreement applicable to a tenancy from month to month, however, this clause shall not preclude lease term renewal without holdover.

26. DISTRICT'S PAYMENTS

That if the District incurs any damage, loss, expense or makes any payment for which the Tenant is liable under this Agreement, then the District 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.

27. DISTRESS

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

28. DAMAGE OR DESTRUCTION

That if during the term of this Agreement the Premises are destroyed or damaged by fire, lightning or tempest or any other casualty, then:

- a) Subject to the following subparagraph (b), if the damage or destruction is such that the Premises are rendered wholly unfit for use, or if it is impossible or unsafe to use them, and if in either event the District, acting reasonably, determines that the Premises cannot be repaired or replaced, with reasonable diligence with the proceeds of property insurance that may be available to the District, and in any event, within the earlier of one hundred-eighty (180) days from the happening of such damage or destruction, or before the expiry of the term of this Agreement, then either the District

or the Tenant may, at its option, within fifteen (15) days following the District's determination not to repair, terminate this Agreement by giving notice in writing of such termination to the other party in which event this Agreement and the term hereby demised shall cease and be at an end as of the date of such destruction or damage and the Rent and all other payments for which the Tenant is liable under the terms of this Agreement shall be apportioned and paid in full to the date of notice of termination;

- b) Notwithstanding the above subparagraph (a), in the event that the damage or destruction was caused by the negligence, fault or breach of a provision of this Agreement by the Tenant, or by Related Persons, this Agreement shall not terminate, and the Tenant shall repair or replace the Premises with all reasonable speed and the Rent hereby reserved shall not abate or be reduced.

29. INSOLVENCY

- a) That if 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;
- b) If a writ of execution issues against the goods or chattels of the Tenant, or;
- c) If the Tenant makes any assignment for the benefit of creditors, or;
- d) If the Tenant becomes insolvent or bankrupt, or;
- e) If being an incorporated company or society, proceedings are begun to wind up the company or society, or;
- f) 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 Agreement without the written consent of the District;

Then the term of this Agreement shall, at the option of the District, 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 District and the District may re-enter and repossess the Premises despite any other provision of this Agreement.

30. ABANDONMENT OF PREMISES

That in case the Premises or any part thereof become vacant and are unoccupied by the Tenant for a continuous period of thirty (30) days without notification or are used by any other person or persons, or for any other purpose than provided for under this Agreement, without the written consent of the District, this Agreement shall, at the option of the District, terminate. In this case, the term of this Agreement shall expire and be at an end, anything in this Agreement to the contrary notwithstanding, and the then current month's Rent will be due and payable. The District may then reenter and take possession of the Premises as though the Tenant or Related Persons of the Premises were holding over after the expiration of the term of this Agreement, and the term shall be forfeit and void.

31. EVENTS OF DEFAULT

That the following constitutes events of default by the Tenant:

- a) The Tenant's failure to pay the Rent when due, whether demanded or not;
- b) The Tenant's breach of any term of this Agreement;
- c) The Tenant vacates the Premises or leaves them unoccupied for more than two (2) consecutive days (except during closure of the Facility) or;
- d) Use of this Agreement in execution or attachment for any cause whatsoever;

32. TERMINATION

That either the District or the Tenant may terminate this Agreement for any reason upon ninety (90) days written notice to the other party.

33. RE-ENTRY

- a) That in the event of default by the Tenant it shall be lawful for the District, at any time thereafter, to enter into and upon the Premises, or any part thereof, to have again, repossess and enjoy, as of its former estate, notwithstanding anything to the contrary contained in this Agreement;
- b) That whenever the District shall be entitled to re-enter the Premises it may, at its option and without limiting its other remedies, terminate the Agreement, reserving the right to claim all costs (on a solicitor and client basis), losses, damages and expenses arising from the Tenant's breach.

34. PRICING

That the Tenant's pricing policy for food, beverages and services will reflect comparable street prices for similar establishments and be reflective of an approach to attract and encourage use by the public of the Premises.

35. LEGAL RELATIONSHIP

That it is understood and agreed that nothing contained in this Agreement, nor any act of the parties, shall be determined to create any relationship between the District and the Tenant other than the relationship of District and Tenant.

36. SEVERABILITY

That should any provision of this Agreement be illegal or unenforceable it shall be considered separate and severable from the remainder of this Agreement and the remaining provisions shall remain in force and be binding upon the parties as though the provision had never been included.

37. ENTIRE AGREEMENT

- a) That the Tenant acknowledges that there have been no representations made by the District which are not set out in this Agreement and that this Agreement constitutes the entire Agreement between the parties;
- b) That this Agreement shall be a completely carefree net lease to the District as applicable to the Premises and the District shall not be responsible during the term of this Agreement for any cost, charges, expenses or outlays of any nature whatsoever in respect to the Premises or its contents except those mentioned in this Agreement.

38. NOTICE

That any notice required by this Agreement will be posted on the Premises and/or sent by registered mail and then confirmed by email to the parties set out in the first page of this Agreement.

39. NUISANCE

That the Tenant shall not do, suffer, or permit to be done any act or thing upon, to, or in the Premises which will or would constitute a nuisance to the occupiers of the Facility or adjoining tenants near the Premises, or to the public generally.

40. BINDING EFFECT

That this Agreement shall ensure, be to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

41. INTERPRETATION

- a) That whenever singular, masculine or neutral terms and/or pronouns are used in this Agreement it is to be construed as including the plural, feminine or the body corporate where the context of the parties so require;
- b) That the headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

42. TIME IS OF THE ESSENCE

That time is of the essence of this Agreement.

43. GOVERNING LAW

That this Agreement shall be governed and is to be construed in accordance with the laws of British Columbia.

44. EFFECTIVE DATE

That this Agreement shall take effect as of the 1st day of December 2018, regardless of the dates of signing of this Agreement.

Signatures on next page → → → →

IN WITNESS WHEREOF the District and the Tenant have executed this Agreement as of the date first above written

On behalf of the District:

On behalf of Mr. Munchy's (Licensee):

Diane Smith
Chief Administrative Officer

Mr. Edward Lepp

Witness:

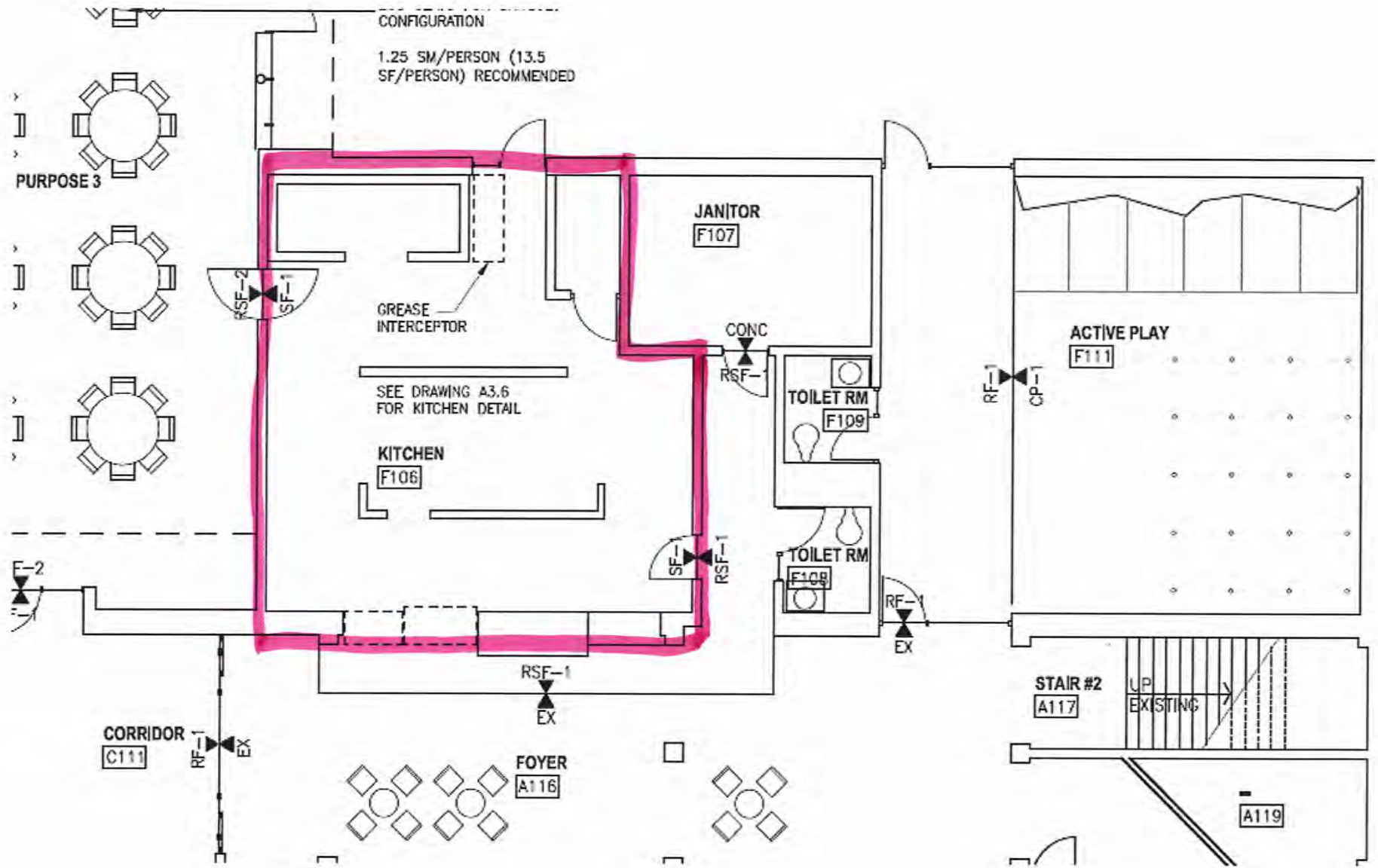
Witness:

Signature of Witness

Signature of Witness

Print Name of Witness

Print Name of Witness



COUNCIL MEMBER ACTIVITY REPORT

To: Mayor and Council

From: Mayor Joan Atkinson

Date: March 8, 2022

Subject: Activity for month of January 2022 & February 2022

Date:	Activity:
January 5	Attended Resource Municipalities Coalition monthly meeting.
January 5	Participated in interview with Tyler Dawson, Alberta correspondent for National Post regarding staffing shortages at Mackenzie hospital.
January 11	Participated in Mackenzie Wildfire Advisory Committee Meeting – Highway 39 project funded by Forest Enhancement Society has been substantially completed. Kiosk sign has been installed highlighting the project. The FLNRORD Wildfire Reduction treatment in Gataiga area completed. Some damage from skidder so seedlings and blueberries will be planted in the area to mitigate damage.
January 11	Participated in Caribou Partnership Agreement Socio Economic Assessment Meeting. Discussions regarding impacts of snowmobiling closure on local communities was main focus of meeting.
January 12	Met with District Manager Ryan Bichon regarding Timber Supply Review schedule.
January 13	Attended Northern Health Stakeholders Meeting.
January 17	Participated in Northern Development Initiative Trust Regional Advisory Meeting. Funds available for this Intake were \$1,033,766. Requests for funding was undersubscribed. Total funding of \$309,444 was approved.
January 19-20	Attended Regional District of Fraser-Fort George meeting in Prince George.
January 24	Attended Treaty Land Entitlement meeting hosted by Minister Rankin.
January 26	Chaired Mackenzie Community Awareness Meeting.
January 26	Along with CAO Smith, I met with representatives from Rogers and Shaw regarding the acquisition of Shaw by Rogers and opportunities that may exist for the municipality.
January 27	Participated in BC Caribou Recovery Program Teams Meeting.
January 27	Participated in stakeholder meeting regarding Ernie Bodin Centre.

January 31	Along with CAO Smith and Corporate Officer Kaehn I participated in meeting with internet provider.
February 2	Corporate Officer Kaehn and I met with Executive Team from Conifex.
February 4	Participated in Teams meeting with Minister Osborne and Mayor and Chairs in Northern BC.
February 6	Met with Karl Sterzer, Mayor of Canal Flats, regarding their experience with Iris Energy and impacts on community.
February 8	Participated in Resource Municipality Coalition meeting.
February 10	CAO Smith and I met with Iris Energy Project Manager Tom Sparrow and COO David Shaw.
February 16-17	Attended Regional District of Fraser-Fort George meeting in Prince George.
February 18	Participated in Peace Williston Advisory Committee meeting with representatives from BC Hydro and impacted communities.
February 22	Participated in information session with Forest Inventory Branch staff regarding tenure transfer and role of communities.
February 24	Participated in meeting with Rec Site and Trails staff (FLNRORD) regarding District of Mackenzie acquisition of Morfee Mountain Road.
February 24	Sent Congratulations to Chief Johnny Pierre of the Tsay Keh Dene Nation and Chief Harley Chingee of McLeod Lake Indian Band regarding the proposed acquisition of Canfor tenure. A letter of intent has been signed but still details to iron out.
February 25	Participated in preliminary discussion with Brian Fehr of Peak Renewables regarding the Canfor "facility" recently purchased by Peak.
February 25	Along with representatives from McLeod Lake Indian Band, I participated in Opening Ceremony of Winter Quest 2022.
February 26	Judged the Chili Cook Off at the Rec Centre.
February 28	Met with representative from East Fraser Fibre regarding their ongoing challenges with securing trim blocks for mill.

Respectfully Submitted,
Mayor Joan Atkinson

COUNCIL MEMBER ACTIVITY REPORT

To: Mayor and Council

From: Councillor Viktor Brumovsky

Date: March 2, 2022

Subject: Report for the Months of December 2021/January 2022/February 2022

Date:	Activity:
December 7	Participated in the monthly Chamber of Commerce director's meeting as the District liaison.
December 13	Attended a public budget meeting outlining a scenario for a possible budget and tax scenario for 2022.
December 16	Attended the Chamber of Commerce Annual General Meeting where I conducted the election of their executive for 2022. The guest speaker at the meeting was MLA Mike Morris.
January 4	Participated in the monthly Chamber of Commerce director's meeting as the District liaison.
January 20	Attended the Chamber of Commerce Annual General Meeting where I conducted the election of their executive for 2022. The guest speaker was Northern Health's Keltie Barlow. She discussed the ongoing staffing challenges they are facing and the measures they are taking to minimize service disruptions.
January 27	Attended a discussion session around the future of the EBCC and options for the user groups housed within.
February 1	Participated in the monthly Chamber of Commerce director's meeting as the District liaison.
February 17	Attended the Chamber of Commerce Annual General Meeting where I conducted the election of their executive for 2022. The guest speaker was our own Terry Gilmer who presented on leisure services activities that have taken place or are planned for the remainder of the winter.

February 22	Attended a Forestry 101 presentation from FLNRORD staff on the history and structure of the forest industry in BC along with a discussion on how tenure transfers work in the present day.
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Respectfully Submitted,
Councillor Brumovsky

DISTRICT OF MACKENZIE

BYLAW NO. 1464

A Bylaw of the District of Mackenzie
to amend Zoning Bylaw No. 1368, 2017

WHEREAS the Council of the District of Mackenzie deems it desirable to amend the District of Mackenzie Zoning Bylaw:

NOW THEREFORE the Council of the District of Mackenzie in open meeting assembled,
HEREBY ENACTS AS FOLLOWS:

1. That "District of Mackenzie Zoning Bylaw No. 1368, 2017" be amended as follows:

(a) By including "Agriculture" as a permitted "Principal Use" in the following zone:

M1 – Light Industrial Zone

(b) By including "Agriculture Intensive" as a permitted "Principal Use" in the following zone:

M1 – Light Industrial Zone

(c) By including "Commercial Greenhouse" as a permitted "Principal Use" in the following zone:

M1 – Light Industrial Zone

(d) By including "Farm Garden Stand" as a permitted "Accessory Uses" in the following zone:

M1 – Light Industrial Zone

2. This Bylaw may be cited for all purposes as "Zoning Amendment Bylaw No. 1464, 2022".

READ a first time this _____ 28th _____ day of _____ February _____, 2022.

READ a second time this _____ 28th _____ day of _____ February _____, 2022.

RECEIVED a Public Hearing this _____ Waived – Resolution # 32348 _____.

READ a third time this _____ 14th _____ day of _____ March _____, 2022.

ADOPTED this _____ day of _____, 2022.

I hereby certify the foregoing
to be a true and correct copy
of District of Mackenzie Bylaw
No.1464 cited as "Zoning
Amendment Bylaw No. 1464, 2022".

Mayor

Director of Corporate Services

Director of Corporate Services

DISTRICT OF MACKENZIE BYLAW

NO. 1470

COUNCIL PROCEDURE BYLAW

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DISTRICT OF MACKENZIE

BYLAW NO. 1470

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. 1470, 2022".
2. Bylaw No. 1379, 2018, cited as "Council Procedure Bylaw No. 1379, 2018" and amendments thereto as it applies to the District of Mackenzie 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;
"Electronic Meetings"	are meetings that allow participants to hear, or watch and hear each other without being in the physical room in which the meeting is taking place.
"Electronic Participation in a meeting"	means participation by use of telephone, electronic audio or other communications facilities that enable the meeting's participants to hear and speak with each other, and enable the public to hear the participation of Council members during that part of the meeting that is open to the public.

"Mayor"	means the Mayor of the District;
"Municipal Office"	means the Municipal Office located at 1 Mackenzie Boulevard, Mackenzie, British Columbia;
"Municipal Officer"	means a municipal employee appointed by Council to an officer position in accordance with section 146 of the <i>Community Charter</i> . This includes, but may not be limited to, the Chief Administrative Officer, Chief Financial Officer, Corporate Officer, and the Approving Officer.
"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 <i>Community Charter</i> ;
"Special Council Meeting"	means a meeting of Council authorized by section 126 of the <i>Community Charter</i> , 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 <i>Community Charter</i> .

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* apply to the proceedings of Council, COTW, and Council committees to the extent the 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.

Electronic Meetings

9. (1) Subject to the conditions set out in the *Community Charter*, Regular, Special, COTW, and Committee Meetings may be conducted by means of electronic or other communication facilities if the Mayor, or in the absence of the Mayor, the Deputy Mayor, determines it is advisable based on an emergency, or health, safety, environmental, or urgent District business, and the number of members able to attend the meeting in person is insufficient to achieve quorum.
- (2) Advance notice will be provided advising that the meeting will be conducted by means of electronic or other communication facilities, as follows:
 - (a) Notice of the meeting will be provided pursuant to the Community Charter and the provisions in sections 5 - 8 of this bylaw;
 - (b) The agenda cover sheet will include that the meeting is being held electronically; and
 - (c) Details will be included on the agenda cover sheet and the Public Notice Posting Places noting the location for the public to attend to hear, or watch and hear, the meeting.

- (3) Except for any part of the meeting that is closed to the public, the public may attend regular and special meetings at the specified place to hear, or watch and hear, the meeting with a designated municipal officer in attendance.

Electronic Participation

10. (1) If a Council or Committee member is unable to attend a Regular, Special, COTW, or Committee meeting, as applicable, in person, the Council or Committee member may participate in the meeting by means of electronic or other communication facilities if:
 - (a) the Council or Committee member is unable to be present at the Municipal Office for reasons pertaining to absence from the municipality or health reasons.
 - (b) The facilities enable the other Council or Committee members to hear and be heard by the Council or Committee member; and
 - (c) Except for any part of the Council or Committee meeting that is closed to the public, the facilities enable the public to hear, or watch and hear, the Council or Committee member.
- (2) With exception for meetings held under section 9 of this bylaw, a member of Council or a Committee member may not participate by means of electronic or other communications facilities in any part of a Regular, Special, COTW, or Committee meeting authorized by the *Community Charter* to be closed to the public.
- (3) Up to three members of Council may participate electronically in a Regular, Special, COTW, or Committee meeting if:
 - (a) at least 24 hours before the meeting those members notified the Corporate Officer of their intended absence, and
 - (b) a majority of the members of Council are physically in attendance at the designated meeting location.
- (4) The Corporate Officer, or designate, shall as soon as reasonably possible thereafter, provide the Council or Committee member with instructions on how to connect to and participate in the Regular, Special, COTW, or Committee meeting by electronic or other communication facilities.

- (5) As soon as possible before a meeting at which a Council or Committee member has requested to participate electronically, the Corporate Officer, or designate, must send the meeting's agenda package and late agenda items to that member's email address.
- (6) If the majority of Council or Committee members cannot attend in person at the designated meeting location, the meeting must be cancelled, and agenda items deferred to the next regularly scheduled meeting.
- (7) If the Mayor or Committee Chair, or those appointed as their designate, are not present at the meeting, only a member who is physically in attendance at the designated meeting location may preside at a meeting at which there is electronic participation.
- (8) Written material presented to the meeting without being included in either the agenda package or late agenda items sent to the members participating electronically, must be audibly read into the record.
- (9) If there is an interruption in the communications' link to a member who is participating electronically, the other Council members may
 - (a) decide on a short recess until it is determined whether or not the link can be re-established, or
 - (b) continue the meeting and treat the interruption in the same manner as if a member who is physically present leaves the meeting room.
- (10) If an interruption in the communications' link to a member who is participating electronically occurs, their absence will be recorded in the minutes along with their subsequent return, if applicable.
- (11) There is no limit to the number of times a member may participate electronically.

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

11. (1) Annually, in November, Council must from 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) The Councillor designated under section 11(1) must fulfill the responsibilities of the Mayor in his or her absence.
- (3) If both the Mayor and the member designated under section 11(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 11(1) or chosen under section 11(3) has the same powers and duties as the Mayor in relation to the applicable matter.

PART 4 - COUNCIL PROCEEDINGS

Community Charter Provisions

12. 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

13. (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 12, the Mayor or the Councillor designated as the member responsible for acting in the place of the Mayor under section 11 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

14. (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 14(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 14(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

15. (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 11 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 11 do not attend within ten minutes of the schedule 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

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

Agenda

17. (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 Tuesday prior to the meeting.
 - (3) The Corporate Officer must make the agenda available to the members of Council and the public on the Thursday afternoon prior to the meeting.

Order of Proceedings and Business

18. (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;
 - (i) 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.
 - (ii) 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) Public Comment and Questions;

(i) 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.

(ii) Written submissions in response to the published agenda of an upcoming meeting, whereby the author will not be present at the meeting either in-person or by electronic communication, must be received by the Corporate Officer, or designate, by 4:30 pm on the date of the Council meeting. The Corporate Officer will present these submissions to Council for the record during this portion of the agenda.

(f) 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 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.

(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 18(f)(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.

(g) Correspondence;

- (i) Each item of correspondence will be categorized into three designations:
 - a. correspondence which requires action;
 - b. correspondence for consideration;
 - c. correspondence designated as general information.
- (ii) 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.

(h) 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.

(i) Council Reports;

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

(j) 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.

(k) 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.

(l) Bylaws;

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

(m) Notice of Motion;

(i) 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 pm on the Tuesday preceding the day of the next regular meeting is scheduled.

(ii) A copy of the motion presented under section 18(m)(i) 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.

(n) Coming Events;

(o) 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.

(p) 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.

Public Comment and Questions Inquiries Rules and Procedures

19. (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

- 20. (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.

Voting at Meetings

21. (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

22. 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

23. (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

- 24. (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 24(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

25. Further to subsection 24(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

26. (1) 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:
 - (a) 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
 - (b) 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

27. (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

28. (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

29. 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

30. (1) A bylaw introduced at a Council meeting must:
- (a) be printed;
 - (b) have a distinguishing name;
 - (c) have a distinguishing number;
 - (d) contain an introductory statement of purpose;
 - (e) be divided into sections.

Bylaws to be Considered Separately or Jointly

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

Reading and Adopting Bylaws

32. (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

- 33. (1) 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:
 - (a) the dates of its readings and adoption;
 - (b) 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)

- 34. (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

35. (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

36. (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

37. (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

38. 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

39. (1) The following rules apply to COTW meetings:
 - (a) a motion is not required to be seconded;
 - (b) a member may speak any number of times on the same question;

- (c) a member must not speak longer than a total of five minutes on any one question.

Committee Recommendations

- 40. (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

- 41. 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.
- 42. At least half of the members of a Standing Committee must be Council members.
- 43. (1) 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

- 42. Council may appoint a Select Committee to consider or inquire into any matter and to report its findings and opinions to Council.
- 43. At least one member of a Select Committee must be a Council member.
- 44. 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

- 45. Every committee shall have a Chair, appointed by Council, to preside over its meetings.

46. After its first meeting is held, subsequent committee meetings will be held at the call of the Chair.
47. 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

48. (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

44. Council members who are not members of a committee may attend the meetings of the committee.
45. 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

46. (1) Minutes of the proceedings of a committee must be:
 - (a) legibly recorded;
 - (b) certified by the Corporate Officer;
 - (c) signed by the Chair or member presiding at the meeting; and
 - (d) open for public inspection in accordance with section 97(1)(c) of the *Community Charter*.
47. Subsection 46(1)(d) 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

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

Conduct and Debate

- 49. (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

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

PART 8 - GENERAL

- 51. 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.
52. 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 28th day of February, 2022.

READ a second time this 28th day of February, 2022.

READ a third time this 28th day of February, 2022.

ADOPTED this day of , 2022.

I hereby certify the foregoing
to be a true and correct copy
of District of Mackenzie Bylaw
No. 1470 cited as "Council Procedure
Bylaw No. 1470, 2022".

Mayor

Corporate Officer

Corporate Officer