

Committee of the Whole at 7:00 pm

AGENDA for the Council Meeting to be held on Monday, September 26, 2022 electronically and in the Council Chambers of the Municipal Office, 1 Mackenzie Boulevard, Mackenzie, BC.

CALLED TO ORDER 7:15 PM

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

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

Late Item

The basis of the Special Closed Meeting relates to Section 90 (1) (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the *Freedom of Information and Protection of Privacy Act*; and Section 90(1) (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

1. ADOPTION OF MINUTES

- | | | |
|----|--------------------------------------------------|---------|
| a) | Special Meeting - August 22, 2022 | 8 - 9 |
| b) | Committee of the Whole Meeting - August 22, 2022 | 10 - 11 |
| c) | Regular Meeting - August 22, 2022 | 12 - 18 |
| d) | Special Meeting - September 6, 2022 | 19 - 20 |

2. **INTRODUCTION OF LATE ITEMS**

a)

A resolution is required to add the following late items to the agenda:

CLOSED MEETING RESOLUTION

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

The basis of the Special Closed Meeting relates to Section 90 (1) (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act.

6. CORRESPONDENCE

For Consideration

d) 2021 District of Mackenzie Annual Water Report

7. ADMINISTRATION REPORTS

b) Additional attachment to the OCP Amendment Report summarizing the comments provided at the Open House held September 22, 2022.

k) Construction Update for the New Mackenzie Fire Hall and the Demolition of the Existing Fire Hall

THAT Council receive this report for information

3. **ADOPTION OF AGENDA**

4. PUBLIC COMMENT AND QUESTIONS

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

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

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

5. PETITIONS AND DELEGATIONS

6. CORRESPONDENCE

Motion required to accept all correspondence listed on the agenda.

For Action:

- | | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| a) | Letter received from the Omineca Growers Society requesting a letter of support towards their application to the Northern Development Initiative Trust's Economic Infrastructure funding stream to support their Mackenzie greenhouse project. | 21 |
| b) | Letter received from the Mackenzie Chamber of Commerce requesting donations for their annual auction that will be held on November 26, 2022. | 22 |
| c) | Email received from the BC Rural Health Network requesting a meeting with Mayor and Council to provide a presentation and discuss the benefits of joining the program. | 23 |

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

For Consideration:

- Late Item** d) 2021 District of Mackenzie Annual Water Report 24 - 66

For Information:

- e) Response letter sent by Mayor Atkinson to Ryan Bichon, District Manager, Mackenzie Natural Resource District, BC Ministry of Forests, regarding the Mackenzie TSA timber supply review discussion paper. 67 - 71
- f) Thank you letter and photo received from Mackenzie Secondary School for the bursary provided to the 2022 graduating class. The photo has been placed in the Centre Table File. 72
- g) Ombudsperson Quarterly Report - April 1 - June 30, 2022 73 - 76

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

- h) Forest Enhancement Society of BC - 2022 Accomplishments Report
- i) Young Anderson Barristers & Solicitors Newsletter - UBCM Conference Issue September 2022

7. ADMINISTRATION REPORTS

- a) September 30th Truth & Reconciliation Federal Statutory Holiday 77 - 78

THAT Council receives this report for information.

- Late Item** b) OCP Amendment – Public Watershed Definition 79 - 85

THAT Council receives this report for information.

- c) Regional Land Use Planning Services 86 - 91

THAT Council confirms that they would like to proceed with a Regional Land Use Planning Services Participation Agreement from January 1, 2023 to December 31, 2026 with the Regional District of Fraser-Fort George;

AND THAT Council authorizes the Mayor and Corporate Officer to enter into the Regional Land Use Planning Service Agreement.

- d) Skid Steer Replacement 92 - 93

THAT Council awards the purchase of a new Skid Steer from Huber Farm Equipment Ltd. for a price of \$79,855 plus GST;

AND THAT Council authorizes the Chief Administrative Officer to execute the contract and any other related documentation.

- e) Stage Agreement Renewal- MCAC 94 - 98

THAT Council agrees to re-new the stage agreement with the Mackenzie Community Arts Council for another two years.

- f) Morfee Lake Watershed Designation 99 - 108

THAT Council provides support to the Province of BC to proceed with the transfer of a Section 16 Withdrawal to a Section 17 Conditional Withdrawal in the area described as unsurveyed Crown Land northeast of Mackenzie and outlined in Attachment "A".

- g) Community Bike Park - Asphalt Pump Track & Plaza 109 - 111

THAT Council changes the scope and awards Axis Mountain Technical Inc. the contract to provide an asphalt pump track and plaza for the community bike park at an additional cost of \$54,137.72 plus GST;

AND THAT Council terminate the Little Mac improvements contract with Cordwood Industries.

- h) Lot 10 Disposition – Omineca Growers Society 112 - 142

THAT Council approves the gifting of LOT 10 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189 to the Omineca Growers Society on substantially the same terms and conditions contained in the Agreement of Purchase of Sale, Right of First Refusal Agreement, and Covenant attached.

- i) Flag Display and Care Policy 1.25 143 - 144

THAT Council adopts Flag Display and Care Policy 1.25.

- j) Garbage Rates and Regulations Bylaw Update 145 - 171

THAT Council receives this report for information.

Late Item

- k) Construction Update for the New Mackenzie Fire Hall and the Demolition of the Existing Fire Hall 172

THAT Council receive this report for information.

8. COUNCIL REPORTS

- a) Mayor's Report
- b) Council Reports 173 - 174

9. UNFINISHED BUSINESS

10. NEW BUSINESS

11. BYLAWS

- a) THAT Bylaw No. 1486 cited as "Revitalization Tax Exemption Amendment Bylaw No. 1486, 2022" be adopted. 175 - 176
- b) THAT Bylaw No. 1487 cited as "Garbage Rates and Regulations Bylaw No. 1487, 2022" be given first three readings. 177 - 189

- c) THAT Bylaw No. 1488 cited as "Municipal Ticket Information Amendment Bylaw No. 1488, 2022" be given first three readings. 190 - 193
- d) THAT Bylaw No. 1489 cited as "Official Community Plan Amendment Bylaw No. 1489, 2022" be given first two readings. 194 - 195

12. NOTICE OF MOTION

13. COMING EVENTS

- a) National Day for Truth and Reconciliation
September 30, 2022
- b) 2022 Municipal Election Advanced Voting 196 - 197
Wednesday October 5, 2022 and
Friday October 14, 2022
Mackenzie Municipal Office
8:00 am - 8:00 pm
- c) 2022 Municipal Election General Voting Day
Saturday October 15, 2022
Mackenzie Legion
8:00 am - 8:00 pm
- d) FireSmart Curbside Pickup 198
Gantahaz - Wednesday October 12, 2022
Mackenzie Townsite - Wednesday October 19, 2022

14. INQUIRIES

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

15. ADJOURNMENT

**District of Mackenzie
Special Meeting
Monday, August 22, 2022**

MINUTES of a Special Meeting of the Council of the District of Mackenzie held in the Council Chambers of the Municipal Office.

PRESENT: Mayor J. Atkinson
Councillor A. Barnes
Councillor P. Grogan
Councillor A. Hipkiss
Councillor R. McMeeken
Councillor J. Wiens
Chief Administrative Officer
D. Smith
Director of Corporate Services
E. Kaehn

1. CALL TO ORDER AT 6:00 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.

2. DEFER CLOSED MEETING

32589. MOVED by Councillor McMeeken
Defer Closed Meeting THAT a Special Closed Meeting be deferred until after the Special Meeting and will be closed to the public;

The basis of the Special Closed Meeting relates to Section 90 (1) (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act.

CARRIED

3. ADJOURNMENT

32590. MOVED by Councillor Grogan
Adjournment THAT the meeting be adjourned at 6:01 pm.

CARRIED

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

Signed:

Certified Correct:

Mayor

Corporate Officer

**District of Mackenzie
Committee of the Whole Meeting
Monday, August 22, 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 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 (electronically)
Director of Operations
K. Gawryluk
Fire Chief J. Guise
RCMP Cpl. X. Del Vecchio
Land & Environmental Coordinator
L. Thorne
Legislative Clerk/Executive Assistant
C. Smirle

CALL TO ORDER - 7:00 PM

1. REPORTS

<i>Operations</i>	MOVED by Councillor Grogan <i>THAT the Operations reports for the month of July 2022 be received.</i>	CARRIED
<i>RCMP</i>	MOVED by Councillor Wiens <i>THAT the RCMP report for the month of July 2022 be received.</i>	CARRIED
<i>Fire</i>	MOVED by Councillor Barnes <i>THAT the Fire report for the month of July 2022 be received.</i>	CARRIED
<i>Recreation Services</i>	MOVED by Councillor Hipkiss <i>THAT the Recreation Services report for the month of July 2022 be received.</i>	CARRIED

Finance MOVED by Councillor Barnes
THAT the Finance report for the month of July 2022 be received.

CARRIED

2. OTHER BUSINESS

N/A

3. ADJOURNMENT

Adjournment MOVED by Councillor Hipkiss
THAT the meeting be adjourned at 7:09 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, August 22, 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 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
Fire Chief J. Guise
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.

32595.
Defer Closed Meeting

MOVED by Councillor Barnes
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)(j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the *Freedom of Information and Protection of Privacy Act*.

CARRIED

1. ADOPTION OF MINUTES

The minutes of the Regular Meeting held on August 8, 2022 were adopted as presented.

2. INTRODUCTION OF LATE ITEMS

32596. MOVED by Councillor Hipkiss
Introduction of Late Items THAT the following late item be added to the agenda;

6. **CORRESPONDENCE**

For Action:

- c) *Letter received from Northern Development Initiative Trust (NDIT) requesting a letter of support from the District of Mackenzie towards their proposal to the Ministry of Transportation to develop an integrated booking software for passenger travel in Northern BC.*

CARRIED

3. ADOPTION OF AGENDA

32597. MOVED by Councillor McMeeken
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

32598. MOVED by Councillor Barnes
Receipt of Correspondence THAT the correspondence listed on the agenda be received.

CARRIED

For Action:

Councillor McMeeken left the room to avoid a conflict of interest.

32599. MOVED by Councillor Grogan
New *THAT Council provide certificates of appreciation and Mackenzie pins to all*
Horizon - *Seniors nominated at the Seniors Recognition Lunch that will be held during*
Seniors *Mackenzie Seniors' Week on September 24th.*
Recognition

CARRIED

Councillor McMeeken returned.

32600. MOVED by Councillor Barnes
Diversified *THAT Council provide a letter of support to Diversified Transportation towards*
Transportation *the continued operation of BC Bus North.*
- Letter of
Support

CARRIED

32601. MOVED by Councillor Grogan
Diversified *THAT Diversified Transportation's survey be shared on the District website and*
Transportation *social media platform to help surface insights related to public transportation.*
- Survey

CARRIED

32602. MOVED by Councillor McMeeken
NDIT - *THAT Council provides a letter of support to Northern Development Initiative*
Letter of *Trust (NDIT) towards their proposal to the Ministry of Transportation to develop*
Support *an integrated booking software for passenger travel in Northern BC.*

CARRIED

32603. MOVED by Councillor Grogan
Allow Late *THAT Mitch Mortenson, resident, be added as a late delegation to speak to*
Delegation *Council.*

CARRIED

Mitch Mortenson, resident, provided a letter to Mayor and Council and spoke regarding the decision to demolish the Ernie Bodin Community Centre, requesting the decision be rescinded.

7. ADMINISTRATION REPORTS

32604. *MILL ROAD SIGNAGE*
MOVED by Councillor McMeeken
THAT Council direct staff to replace the current signage at the Junction of Hwy 39 and Mill Road with District owned gateway signage using the proposed concept from the signage strategy;

AND THAT Administration bring back a report on the proposed development of a large truck pull-out along Mill Road with commercial advertising opportunities, in partnership with the Chamber of Commerce.

CARRIED

32605. *PUBLIC COMMENT AND QUESTIONS*
MOVED by Councillor Hipkiss
THAT Council receives this report for information.

CARRIED

32606. *PRIVACY POLICY 1.24*
MOVED by Councillor Wiens
THAT Council adopts Privacy Policy 1.24.

CARRIED

Councillor Hipkiss left the room to avoid a conflict of interest.

32607. *LOT 10 DISPOSITION*
MOVED by Councillor Barnes
THAT Council approves in principle, gifting LOT 10 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189 to the Omineca Growers Society;

AND THAT Council directs administration to draft the sale agreements and associated covenant for Council's consideration prior to execution;

AND THAT the sale agreement includes a clause stating if the Omineca Grower's Society ceases to exist or the land is not used for the intended purpose then the land be acquired back by the District of Mackenzie.

CARRIED

Councillor Hipkiss returned.

32608. MOVED by Councillor McMeeken
Resolution of Support NDIT – Tourism Guide THAT Council supports the District of Mackenzie's application to Northern Development Initiative Trust's Community Development Marketing Initiatives for the "Tourism Guide" project.

CARRIED

32609. MOVED by Councillor Barnes
Resolution of Support South Peace Mackenzie Trust - Tourism Guide THAT Council supports the District of Mackenzie's application to South Peace Mackenzie Trust for the "Tourism Guide" project.

CARRIED

32610. MOVED by Councillor Barnes
Construction Update - New Fire Hall THAT Council receives this report for information.

CARRIED

32611. MOVED by Councillor Barnes
Fire Departments Equipment and Training UBCM Grant THAT Council approves the application to the UBCM Community Emergency Preparedness Fund for \$25,000 towards Fire Department equipment; AND THAT the Chief Administrative Officer be authorized to execute the grant application and, if the application is successful, any related documentation.

CARRIED

32612. MOVED by Councillor Hipkiss
Revitalization Tax Exemption Bylaw Amendment THAT Council receives this report for information.

CARRIED

8. COUNCIL REPORTS

Mayor's Report
N/A

Council Reports

N/A

9. UNFINISHED BUSINESS

N/A

10. NEW BUSINESS

32613. MOVED by Councillor Grogan
Floating *THAT Administration bring back a report on the feasibility of a floating,*
Dock *independent, dock at First Beach.*

CARRIED

11. BYLAWS

32614. MOVED by Councillor Hipkiss
Bylaw No. *THAT Bylaw No. 1486 cited as "Revitalization Tax Exemption Amendment Bylaw*
1486 *No. 1486, 2022" be given first three readings.*

CARRIED

12. NOTICE OF MOTION

N/A

13. COMING EVENTS

2022 General Local Election - Pre-Candidate Information Session

August 23, 2022

6:00 - 7:30 pm

Mackenzie Recreation Centre

Downtown Vision and Action Plan Community Gallery

August 24, 2022

5:00 pm - 6:30 pm

Mackenzie Recreation Centre

Recreation Fair

September 10, 2022

10:00 am - 2:00 pm

Sas Da'Ghe Room & Callahan Room

2022 Municipal Election - Notice of Nomination

Nomination Period: August 30 - September 9, 2022

14. INQUIRIES

Janice Nelson, Publisher of the Macktown Buzette, asked Mayor and Council for clarification on the decision for the disposition of Lot 10 and what would happen if the organization ceased to exist? Emily Kaehn, Director of Corporate Services, replied that Council had requested a line in the agreement that if the organization ceased to exist then the land would be given back to the District of Mackenzie.

Ms. Nelson asked about the vote that was made by Council around February/March reserving Lot 10 for agriculture and asked if the land was being favoured for the Omineca Growers Society? Mayor Atkinson replied that an opportunity was presented to Council from Iris Energy that there may be an opportunity to use the excess heat from their data centre towards agriculture uses. In preparation, Council voted to set Lot 10 aside for agricultural purposes. Mayor Atkinson also mentioned that the announcement about the excess heat from Iris Energy was made at a Chamber of Commerce meeting in October 2021.

Ms. Nelson asked if Councillor Hipkiss was a member of the Omineca Growers Society when Lot 10 was set aside for agricultural use? Councillor Hipkiss replied no.

15. ADJOURNMENT

32615. MOVED by Councillor McMeeken
Adjournment THAT the meeting be adjourned at 8:14 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

**District of Mackenzie
Special Meeting
Tuesday, September 06, 2022**

MINUTES of a Special Meeting of the Council of the District of Mackenzie held 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 J. Wiens
Chief Administrative Officer
D. Smith
Director of Corporate Services
E. Kaehn

1. CALL TO ORDER AT 5:30 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.

2. DEFER CLOSED MEETING

32620. MOVED by Councillor Hipkiss
Defer Closed Meeting THAT a Special Closed Meeting be deferred until after the Special Meeting and will be closed to the public;

The basis of the Special Closed Meeting relates to Section 90 (1) (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act.

CARRIED

3. ADJOURNMENT

32621. MOVED by Councillor Wiens
Adjournment THAT the meeting be adjourned at 5:31 pm.

CARRIED

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

Signed:

Certified Correct:

Mayor

Corporate Officer

Resolution of Support

District of Mackenzie
Box 340, 1 Mackenzie Blvd
Mackenzie BC
V0J 2C0

August 30th, 2022

To the District of Mackenzie Council,

Omineca Growers Society is planning to apply to the Northern Development Initiative Trust's (NDIT's) Economic Infrastructure funding stream to support the Mackenzie Greenhouse Project. As an ambitious initiative, we believe a successful application this year will aid us greatly in preparation of the land and the construction of the greenhouses and allow the Omineca Growers Society to bring benefits to the community for years to come.

We would like to request a resolution of support from the District of Mackenzie for our grant application to NDIT.

Thank you for your consideration; your support would be greatly appreciated. If you need more information on the greenhouse project, please do not hesitate to reach out to our organization.

Sincerely,

Kyle Tapper



President



September 19th, 2022

Mackenzie Recreation Centre
Bag 340
Mackenzie, British Columbia
V0J 2C0

Dear Sarah,

The Chamber of Commerce works diligently to move business forward in Mackenzie. We are once again planning our Annual Fundraising Auction for November 26th, 2022. Our last two auctions have been virtual due to restrictions with Covid. This year, we are planning a Live Auction and hoping to coordinate a Virtual Auction during the same time frame, as well. As a not-for-profit organization, the Chamber of Commerce uses this event to generate revenue for the coming year. Last year our Virtual Auction was a huge success, we are hoping for the same this year.

Our Auction is very entertaining and fun filled, whether it be live or virtual. The opportunity for advertising your company in Mackenzie is enormous. Your company's name will appear in all promotions before and after the event. We will advertise your business's donation on our local radio station, on posters throughout the community, and in the program published for the event. These all will promote your business venture. We hope that we might count on you to contribute to this year's auction. Anything that would show case your company will be greatly appreciated. You can return this form with your intentions so that we can proceed with the arrangements for this special evening. Should you need any other information regarding this fundraiser, please call the Chamber office at 250-997-5459.

Sending You a Most Sincere Thank You!

Janey Morgan,

Office Manager
Mackenzie Chamber of Commerce

Donated by: _____

Contact Name

Company or Business

Phone Number: _____ Email: _____

Auction Item: _____

Description

Approximate Value

Mackenzie Chamber of Commerce, PO Box 880 #11-600 Mackenzie Blvd. Mackenzie, BC V0J 2C0
Phone: 250-997-5459, Fax: 250-997-6117, E-Mail: office@mackenziechamber.bc.ca

Chelsea Smirle

From: paul.bcrhn@gmail.com
Sent: Friday, September 2, 2022 10:33 AM
To: District Information
Subject: Rural Health Care Crisis - Request to Meet

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

Attn: CAO

Dear Mayor and Council,

The BC Rural Health Network (BCRHN) represents the health interests of rural residents across BC. We seek to include the voice of Mackenzie in our united voice for action on the healthcare crisis in rural BC. We need your help!

We would request a meeting with the council of Mackenzie at your earliest convenience to explain our organization and request the membership of Mackenzie. We would request a 15-minute audience with council via video link where we can provide a slide presentation on our organization and why Mackenzie should join us.

The benefit of membership is the consolidation of the rural voice on their health and the amplification of our voice to authorities. The BCRHN relies on your voice to provide insight into your community's concerns. This allows us to consolidate and amplify the local unique needs and positive initiatives of rural communities to provincial authorities. The BCRHN is a political organization with charitable status. Our purpose is to inform decision makers, policy makers, and rural citizens by providing accurate, science-based, current information on rural health issues in BC. The membership fee is small (and if a hurdle can be waived;) including the voice of Mackenzie would be an asset to rural wellbeing.

If you will be attending the UBCM meeting in Whistler, we hope you have an opportunity to talk with our representatives, Colin Moss, and Leonard Casley from New Denver, who sit on the BCRHN Board of Directors. We believe a rural caucus on rural healthcare is forming at UBCM and we would like to engage with as many communities as possible.

We have several meetings scheduled across party lines with the leaders on healthcare and rural initiatives over the next month. We would like to bring your voice to those and other meetings.

Our website is serving as a "one stop shop" for rural residents on all health-related news and resources. If you haven't been by, please take a look <https://bcruralhealth.org/>. Our membership form can be accessed [here](#).

Please consider this a formal request to meet with the Mackenzie council. We would appreciate acknowledgement of receipt via return email.

We realize that elections are upon us, and that life is very busy at the moment, however the healthcare situation in BC has become a crisis for rural communities and we need to act now!

We hope you will join us!

Yours in health and wellness,

Paul

Paul Adams | Administrator | [BC Rural Health Network](#) |

1-250-295-5436

<https://bcruralhealth.org/> | paul.adams@bcruralhealth.org | [LinkedIn](#)

July 6, 2022

DISTRICT OF MACKENZIE WATER SYSTEM ANNUAL REPORT - 2021

Client: District of Mackenzie

L&M Project No.: 1044-62

L&M ENGINEERING LIMITED

1210 Fourth Avenue, Prince George, BC V2L 3J4

Phone: (250) 562-1977

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1 INTRODUCTION

The District of Mackenzie (District) operates three closed-loop water distribution systems (Town, Airport, & Gantahaz) which are permitted by the Northern Health Authority (NHA). This 2021 Water System Annual Report has been prepared on behalf of the District as part of the District's Water System Operating Permit conditions. This report summarizes the following for each of the systems:

- Water System Infrastructure;
- Operation and maintenance activities;
- Water quality monitoring; and
- Recently completed and upcoming capital initiatives.

In order to maintain compliance with the Drinking Water Protection Act, this annual report must be made available to the water system users within 6 months of the end of the calendar year.

Please refer to Appendix E for the operating permits for each water system and for questions please contact Ken Gawryluk, Interim Director of Operations for the District at 250-997-3761 or at ken@districtofmackenzie.ca.

2 COMMUNITY PROFILE

2.1 *Community*

Mackenzie sits in the Rocky Mountain Trench with the Omineca Mountain Range and Williston Lake to the west and the Rocky Mountains to the east. It is approximately 180km, by road, northwest of Prince George at 55N 18' north latitude and 123N 8' west longitude. Mackenzie is within the traditional territory of the Sekani People and the Town was established in 1966 after the completion of the W.A.C. Bennet Dam and the creation of the Williston Reservoir. Mackenzie is located on glacial soil mostly composed of sand and gravel that is relatively infertile and therefore has no commercial farming using the town's water.

2.2 Population

Mackenzie is a town dependent on resource industries and as such the population fluctuates based on commodity market conditions. The District of Mackenzie is working hard to diversify its economy to ensure it can weather downturns in the resource industries. As shown in Table 1: Mackenzie Population Summary the population of Mackenzie has stabilized since the dramatic downturn of the local economy that happened in 2009 and the resulting population decrease. Based on information from the District the population has remained unchanged since the last census in 2016. Currently, the population of the community is projected to remain relatively constant with a net population increase of four percent between 2011 and 2036.

Table 1: Mackenzie Population Summary

Year	Total Population	Total Connections	Townsite Population	Townsite Connections	Gantahaz Population	Gantahaz Connections
2001	5206	1850	4835	1747	371	103
2002	5206	1850	4835	1747	371	103
2003	5039	1828	4680	1726	359	101
2004	4873	1806	4525	1705	347	100
2005	4706	1783	4370	1684	335	99
2006	4539	1761	4215	1663	324	98
2007	4333	1711	4024	1616	309	95
2008	4126	1505	3832	1421	294	84
2009	3920	1299	3640	1227	279	72
2010	3713	1092	3449	1032	265	61
2011	3507	1513	3257	1429	250	84
2012	3548	1532	3295	1447	253	85
2013	3590	1552	3334	1466	256	86
2014	3631	1571	3372	1484	259	87
2015	3673	1591	3411	1502	262	88
2016	3714	1610	3449	1521	265	89
2017	3714	1610	3449	1521	265	89
2018	3714	1610	3449	1521	265	89
2019	3714	1610	3449	1521	265	89
2020	3714	1610	3449	1521	265	89
2021	3714	1610	3449	1521	265	89

Notes:

 Census Data

2.3 Climate

Mackenzie has cold winters and warm summers with a substantial significant number of days without rain as shown in Table 2: Mackenzie Climate Summary below. In the winter there is generally snow cover from November until April each year. There is consistent precipitation throughout the whole year, however, in the summer the rainfall often comes in short heavy rains.

Table 2: Mackenzie Climate Summary

	Average Maximum Temperature (°C)		Precipitation (mm)		Maximum Summer Temperature (°C)	Summer Days Without Rain
	May - Oct	Nov - Apr	May - Oct	Nov - Apr		
2011	16.1	-1.1	368	187	28.4	42
2012	17.0	-0.5	227	141	30.6	54
2013	18.8	-0.2	277	194	31.8	56
2014	18.8	-1.6	279	202	34.2	64
2015¹	18.2	1.0	101	148	31.5	78
2016¹	17.4	1.7	186	78	28.5	73
2017	18.1	-2.1	288	135	32	70
2018¹	17.8	-1.0	141	51	33.4	70
2019	16.5	-0.3	305	180	27.8	48
2020¹	16.5	0.0	393	143	29.7	40
2021	18.0	-1.1	257	335	38.7	58

Notes:

Source: Environment Canada Historical Climate Data

(https://climate.weather.gc.ca/climate_data/daily_data_e.html?StationID=48370)

¹ Missing Precipitation Data

3 MACKENZIE WATER SYSTEM OVERVIEW

3.1 Town Water System

The District of Mackenzie currently obtains its drinking water from three relatively shallow wells west of the townsite adjacent to Morfee Lake.

- Well # 1 & # 5 are located in Pumhouse # 1, at First Beach.
- Well # 4 located in Pumhouse #2, at Second Beach

Table: Town Water System Well Identification Numbers.

Well #	WIN	Pumphouse
1	28314	1
5	20900	1
4	28315	2

Note, due to age and underperformance, Well #2, referenced in past reports was replaced in July 2018 with a new drilled well (well #5). Well #5 that has a capacity of 70 L/s.



Figure 1: Town Reservoir & Booster Station

Water is pumped from pumphouses 1 & 2 into a 500,000 lgal above grade concrete reservoir. A booster station then pumps the water throughout the distribution system. The Town booster station has three electric booster pumps and an emergency diesel fire pump. Booster pumps turn on and off as necessary to maintain pressure in the distribution system. Boosting the pressure is required as the reservoir is too low to provide sufficient pressure to the network. The fire pump operates when there is insufficient system pressure to fight a fire and can be started with a cell phone or manually by the Fire Department or by Public Works.

The Town distribution system is approximately divided between asbestos cement (AC) pipe in the older, eastern portion of the network, and newer polyvinyl chloride (PVC) pipe in the western, newer portion of the network. There are five pressure-reducing valve (PRV) stations that divide the Town distribution system into six pressure zones which ensure that pressures are within acceptable ranges throughout the distribution system. For reference, a copy of the water system map for the townsite is attached in Appendix D.

The significant conclusions of the study were as follows:

- The District is deficient in fire water storage capacity. Utilizing guidelines developed by the Insurance Bureau of Canada, the District requires an additional 2,660,000 lgal (12,103,000 L) of storage;
- With the future addition of a new reservoir north and west of the Valleyview Apartments, the District's distribution system can supply all the firefighting demands in accordance with the Insurance Bureau of Canada guidelines with the sole exception of a fire at the Pinedale Apartments;
- The existing system can supply only 57.5% of the Insurance Bureau of Canada recommended firefighting demand to the Pinedale Apartments;
- The existing booster station is capable of meeting existing and projected future demands without upgrading the capacity of the pumps; and
- The pipe roughness coefficient calculated from the test data was quite low indicating a rough pipe interior.

The recommendations of the study were as follows:

- The District should construct a new reservoir located north and west of the Valleyview Apartments. The minimum size of the reservoir should be 1,000,000 gal (4,540,000 L) although as stated in the conclusions a larger size of 2,660,000 lgal is desirable;

- The District should develop a new well water supply with a capacity of approximately 110 L/s (1500 lpm) to provide safety and redundancy of supply;
- The District should replace the existing well pump in well #3 with a unit capable of supplying 110 L/s (1500 lpm); and
- The District should initiate a pipe cleaning program of all distribution pipes to increase pipe smoothness.

3.2 Gantahaz Water System

Water for Gantahaz residents is supplied from two deep low capacity wells positioned in a confined aquifer with pitless adapter connections.

- Well #1 is located on Columbia Drive next to the storage reservoir
- Well #4 is located on Alberta Drive

Table: Gantahaz Water System ,Well Identification Numbers.

Well #	WIN
1	21376
4	21356

Well #4 is positioned in a manhole that requires heating to prevent freezing during the winter. Both wells pump water to a 1,350 m³ (300,000 lgal) storage reservoir next to Well #1 on Columbia Drive. This reservoir is an above-ground, insulated, metal structure.

The Gantahaz water distribution network is pressurized by a booster station located on Columbia Drive next to the storage reservoir and Well #1. The booster station has an electric booster pump with a spare pump and motor located in the building for maintenance purposes. The booster pump increases the water pressure level to approximately 55 psi and services all 90 residences (approximately 265 people).

An emergency natural gas fire pump is available to supplement system pressures during a fire flow event. The fire pump can be started with a cell phone or manually by the Fire Department or by Public Works. The booster station is also equipped with a portable,

manually operated gas-powered generator that can be used to power the station in a power outage.

Booster station controls, VFDs, and other building envelope improvements were completed in 2019 and there is expected improved electrical efficiency because of these upgrades.



Figure 2: Gantahaz Booster Station and Reservoir

The Gantahaz distribution system is composed of primarily PVC pipes. For reference, we have enclosed a copy of the water system map for the Gantahaz subdivision in Appendix D.

Improvements are planned for the Gantahaz water system in summer 2022 as follows:

- Piping replacement within pump house.
- Well 4 chamber, flow meter, and test point upgrades.

3.3 Airport Water System

The Airport system consists of one well, an open water reservoir, and a fire pump. The primary purpose of the airport system is to provide water for fire fighting purposes for several industrial sites in the area, however, the airport system also supplies six structures.

In the summer of 2021 a new well and well pump along with associated equipment and controls were installed to service the fire lagoon. The new well is located near the pump house and the pump house has a wet well that is interconnected to the reservoir so they are both at the same water level. The fire water reservoir is located adjacent to the pump house and is surrounded by a fence.

The fire suppression reservoir now fills automatically based on the water level of the wet well. Inside the pump house there is an electric jockey pump and in the event of a fire a diesel fire pump operates automatically.

4 TREATMENT & DISINFECTION

4.1 Town Water System

The Town water system supply wells are positioned within Aquifer 431 which is categorized as an unconfined sand and gravel aquifer. Source protection plans completed by Kala Geoscience Ltd. in 2015 found that Town Wells #1 and #4 are not under the direct influence of surface water (non-GWUDI). Furthermore, the Well # 5 Drilling and Completion report completed by Western Water Associates Ltd. in 2018 found that Well # 5 was not under the direct influence of surface water (non-GWUDI) nor groundwater at risk of containing pathogens (non-GARP) Seasonal water level fluctuations are not expected to impact the well yields unless there is a very prolonged drought in the region.

The water quality of the Town water supply wells meets all Northern Health health-based objectives and therefore does not require treatment or disinfection but does require long-term water quality monitoring, the results of which are shown in Section 7.

4.2 *Gantahaz Water System*

The Gantahaz water system supply wells are positioned in a deep confined aquifer and are considered non-GWUDI and non-GARP. Historically, aquifer water quality results have complied with all Northern Health's health-based objectives. However, in 2019 a new maximum allowable concentration of manganese was implemented by Northern Health.

However, over the past several years the levels of iron and manganese in the source water have fluctuated, with the total metal analysis showing the presence of iron ranging from 0.030 to 1.47 mg/L (aesthetic objective: 0.3 mg/L) and manganese ranging from 0.005 to 0.145 mg/L (maximum allowable concentration: 0.12 mg/L and aesthetic objective: 0.02 mg/L).

Testing completed in 2021 throughout the distribution network has indicated the accumulation of manganese in the network is causing significant but inconsistent exceedances of the MAC for manganese.

Based on the monitoring performed in 2021 and the new MAC for manganese, treatment of this water supply will be necessary in the future to reduce source levels and mitigate accumulation in the water network.

The District should monitor the concentrations and develop a plan to decrease concentrations. These plans could be as simple as more frequent flushing or implementing some of the recommendations from the study that the District of Mackenzie engaged L&M Engineering and Conestoga Rover Associates to undertake in 2008. The study researched the following concerns:

- Mitigate the residents' request for improved quality of water;
- Provide a water treatment system that is simple to operate by the householder;
- Provide a water treatment system that is "eco-friendly" and does not introduce chemicals into the environment; and
- Minimize the potential for future maintenance cost expenditures by the District of Mackenzie.

The conclusion of the study was that a new water treatment plant is required to reduce the levels of iron and manganese at that time to acceptable levels. The District did not have funding available to complete this project.

Subsequent to the 2008 study another option was considered which involved the abandonment of the existing poor water quality wells and connecting the Gantahaz water system with the Townsite water system. This option would require a new 6km water transmission pipe to be installed between the Townsite and Gantahaz along the existing highway. The added advantage to this option is that it services the land between the Townsite and Gantahaz with municipal water which provides the potential for cost-sharing, increased fire flows, and infrastructure for community growth.

5 WATER SYSTEM OPERATION & MAINTENANCE

The District's water system was upgraded from a Class II to a Class III distribution system in April 2018. The District employs one Class II distribution system operator, Jim Fast, Class 2 ECOP number 8864, and Mark Turnbull, trainee operator. Jim Fast is in the process of obtaining a sufficient number of direct responsible charge (DRC) credits to take the Environmental Operators Certification Program (EOCP) Class III Distribution course.

Regular inspections, maintenance, and water quality testing are performed by the system operators to ensure optimal operation of the District's water system. Operation and maintenance of the water system involve several daily, weekly, periodic, and/or 'as-needed' tasks.

Daily tasks performed in 2021 include:

- Record well pump run times at each well;
- Record flow meter totalizer and flow; and
- Inspect the well and booster station pumps to ensure normal operation.

Weekly tasks performed in 2021 include:

- Inspect pressure-reducing valves; and
- Clean water system buildings.

Monthly tasks performed in 2021 include:

- Check static water levels in wells; and
- Inspect backup motors and run motors for 60 minutes.

Periodic, or "as-needed" tasks include:

- Troubleshoot minor electrical and mechanical equipment problems;

- Check propane heaters and propane tanks (winter);
- Record the time and nature of any alarms received on the water system and take appropriate action;
- Flush and clean the water mains (twice annually); and
- Exercise control valves, isolation valves, hydrants, and related appurtenances (annually).
- Water quality is discussed in Section 7.

6 WATER CONSUMPTION - 2021

6.1 Town Water System

The total water distributed to the Town distribution system in 2021 was 38,487 m³. Table 3: Town Water System Consumption shows the monthly water consumption for the Town Water system. The average daily flow and average daily per/capita flow for 2021 was 1,513 m³/day and 439 L/day/person respectively. The average daily flow in 2021 was slightly higher than 2020 and 2019 which were 1,432 m³/day and 1,483 m³/day respectively but slightly lower than 2018 which was 1,580 m³/day.

Table 3: Town Water System Consumption

Month	Total Monthly Flow (m ³)	Average Daily Flow (L/s)
January	2713.5	14.52
February	3079.1	18.24
March	3616.0	19.34
April	3255.7	18.00
May	3321.6	17.77
June	3672.7	20.30
July	3677.7	19.67
August	3597.8	19.25
September	3269.5	18.07
October	2806.5	15.01
November	2557.5	14.14
December	2969.8	15.89

6.2 Gantahaz Water System

In 2021 reliable flow data was only available for January to August. The total water distributed to the Gantahaz distribution system from January to August 2021 was 29,197 m³. Table 4: Gantahaz Water System Consumption shows the monthly water consumption for the Gantahaz system. The average daily flow and average daily per/capita flow for 2021 from January to August was 119 m³/day and 451 L/day/person respectively. The average daily flow in 2021 was significantly higher than 2020, 2019, and 2018 which were 71 m³/day, 87 m³/day, and 90 m³/day respectively this is likely due to the lack of flow data from September to December. If the available 2018 – 2020 data is used in place of the missing 2021 information the 2021 yearly daily average would be 97.8 m³/day which is slightly higher than the last few years.

Table 4: Gantahaz Water System Consumption

Month	Total Monthly Flow (m ³)	Average Daily Flow (L/s)
January	1561.4	0.65
February	1594.6	0.66
March	1591.1	0.59
April	2098.2	0.76
May	3342.6	1.33
June	5196.2	1.94
July	8029.4	2.90
August	5783.6	2.31
September*	1415.2 (1903.6)	0.55 (0.73)
October*	436.4 (1682.9)	0.16 (0.63)
November*	162.4 (1474.4)	0.06 (0.57)
December*	- (1456.3)	- (0.54)

*Flow meter issues starting in the middle of September. 2018 – 2022 average in brackets.

6.3 Airport Water System

There are no flow records available for the Airport system. Since this system is mainly providing fire fighting water, with only six service connections, the water consumption is expected to be low.

7 WATER QUALITY MONITORING

In order to ensure continued high standards of drinking water quality and delivery for the District of Mackenzie, the District sends water samples to ALS Analytical Services for bacteriological and chemical testing. The District's sampling program has been designed to meet the requirements of the Water System Operation permits and the Drinking Water Protection Regulation.

7.1 Chemical Testing Requirements:

The District's Operating Permits require the submittal of water chemistry data annually to Northern health for the Town system, every three years for the Gantahaz system, and every five years for the Airport system. Annual chemical water quality results are assessed to ensure compliance with the Guidelines for Canadian Drinking Water Quality (GCDWQ) published by Health Canada. Additional Testing has been performed to determine where elevated metals are occurring.

7.2 Bacteriological Testing Requirements:

The District's Operating Permits require the submittal of a minimum of five water bacteriological samples per month for the Town system, two bacteriological samples per month for the Gantahaz system, and one bacteriological sample per month for the Airport System. The Drinking Water Protection Regulation (DWPR) requires that water suppliers monitor for total coliform bacteria and Escherichia coli at a certified lab. This testing is used to monitor the distribution system, and not notify users of potential issues.

The standards for water quality are set out in Schedule A of the DWPR as follows:

Table 5: DWPR Water Quality Standards

Parameter	Standard
Fecal coliform bacteria	No detectable fecal coliform bacteria per 100ml
Escherichia coli	No detectable Escherichia coli per 100ml
Total coliform bacteria	
(a) 1 sample in a 30 day period	No detectable total coliform bacteria per 100ml
(b) more than 1 sample in a 30 day period	At least 90% of samples have no detectable total coliform bacteria per 100ml and no sample has more than 10 total coliform bacterial per 100ml

The water sampling parameters, locations, and frequency for the District’s water system are shown in Table 6: Water Sampling Parameters, Locations, and Frequency. All samples are sent to an accredited laboratory (ALS Analytical Services). This sampling program meets the requirements outlined in the District’s Water System Operating Permits.

Table 6: Water Sampling Parameters, Locations, and Frequency

Parameter	Frequency	Locations	Comments
Town System			
Escherichia coli, Total Coliforms	Weekly	Mackenzie Hospital	
Escherichia coli, Total Coliforms	Weekly	<ul style="list-style-type: none"> Pumphouse #1 (Well #1 & #5) Pumphouse #2 (Well #4) Public works office Town Booster Station Northwest Quadrant (Munro Crescent, Blackwater Crescent, Crooked Creek Crescent) Southeast Quadrant (Pine Crescent, Parsnip Crescent) 	Sample locations are rotated on a weekly basis with one of the listed locations sampled per week.
Comprehensive Drinking Water Test	Annually	Hospital, Town booster station, and various locations throughout the town system.	Including total and dissolved metals.
Gantahaz System			
Escherichia coli, Total Coliforms	Bi-weekly	<ul style="list-style-type: none"> Gantahaz booster station Gantahaz Well #4 Gantahaz Well # 1. Distribution System (including Columbia Drive, Manitoba Drive, Yukon Drive, and Saskatchewan Drive) 	Sample locations are rotated on a bi-weekly basis, with one of the listed locations sampled bi-weekly.
Comprehensive Drinking Water Test	Annually	Gantahaz booster station, Well #1, Well #4, and various locations throughout the Gantahaz subdivision.	Including total and dissolved metals.
Airport System			
Escherichia coli, Total Coliforms	Monthly	Airport	
Comprehensive Drinking Water Test	Once every five years	Airport	Including total and dissolved metals.

8 WATER QUALITY RESULTS

Water samples were sent to ALS Analytical Services for bacteriological and water chemistry laboratory testing. A complete set of lab results can be found on Northern Health’s website: https://www.healthspace.ca/Clients/NHA/NHA_Website.nsf.

Based on the chemistry sampling that was completed, the majority of water samples conformed to the GCDWQ, and overall the groundwater quality is very good which is why the systems are being operated without treatment/disinfection. Please note that Northern Health recommends the following caveat for all water systems:

No water supply is 100 percent safe, and sudden water quality failures can take hours or even days to identify and communicate to the entire community. People who have HIV/AIDs, are undergoing chemotherapy, or have compromised immune systems are advised to consider boiling their water or installing an in-home drinking water treatment device capable of reducing their risk of illness. For additional info, please refer to the following: <https://www.healthlinkbc.ca/healthlinkbc-files/preventing-water-borne-infection>.

With regards to the 2021 water quality testing summarized below, there are a few parameters that exceed the guidelines. The parameters that were above the guidelines are the following:

Table 7: Parameters Exceeding Guidelines

Location	Parameter	Guideline	Number of Samples	Number of Samples Over Guideline	Minimum	Average	Maximum
Town (Source)	Total Coliforms	MAC < 1 MPN/100 mL	2	Above MAC = 1	<1	<1	1
Town (Source)	Manganese (Mn) - Total	MAC ≤ 0.12 mg/L AO ≤ 0.02 mg/L	4	Above AO = 3	0.00052	0.0694	0.12
Town (Source)	Turbidity	OG ≤ 1 NTU	4	Above OG = 2	<0.10	<0.683	1.39
Town (Distribution)	Iron (Fe) - Total	AO ≤ 0.3 mg/L	10	Above AO = 1	0.028	0.121	0.351
Town (Distribution)	Manganese (Mn) - Total	MAC ≤ 0.12 mg/L AO ≤ 0.02 mg/L	10	Above AO = 8	0.0007	0.0377	0.0886

Location	Parameter	Guideline	Number of Samples	Number of Samples Over Guideline	Minimum	Average	Maximum
Town (Distribution)	Manganese (Mn) - Total	MAC ≤ 0.12 mg/L AO ≤ 0.02 mg/L	10	Above AO = 8	0.0007	0.0377	0.0886
Town (Distribution)	Turbidity	OG ≤ 1 NTU	10	Above OG = 2	0.26	0.886	2.89
Gantahaz (Source)	Total Coliforms	MAC < 1 MPN/100 mL	28	Above MAC = 1	<1	<1	1
Gantahaz (Source)	Iron (Fe) - Total	AO ≤ 0.3 mg/L	2	Above AO = 2	0.353	0.912	1.47
Gantahaz (Source)	Manganese (Mn) - Total	MAC ≤ 0.12 mg/L AO ≤ 0.02 mg/L	2	Above MAC = 2 Above AO = 2	0.129	0.137	0.145
Gantahaz (Source)	Turbidity	OG ≤ 1 NTU	1	Above OG = 1	3.66	3.66	3.66
Gantahaz (Distribution)	Arsenic (As) - Total	MAC ≤ 0.01 mg/L	5	Above MAC = 1	0.0046	0.0077	0.0143
Gantahaz (Distribution)	Iron (Fe) - Total	AO ≤ 0.3 mg/L	5	Above AO = 3	0.227	0.688	1.84
Gantahaz (Distribution)	Manganese (Mn) - Total	MAC ≤ 0.12 mg/L AO ≤ 0.02 mg/L	5	Above MAC = 3 Above AO = 5	0.047	0.313	0.998

MAC = Guidelines for Canadian Drinking Water Quality Maximum Acceptable Concentration

AO = Guidelines for Canadian Drinking Water Quality Maximum Aesthetic Objective

OG = Guidelines for Canadian Drinking Water Quality recommend that turbidity should generally be below 1.0 NTU for groundwater systems. In some cases, a less stringent value for turbidity may be acceptable if it is demonstrated that the system has a history of acceptable microbiological quality and that a higher turbidity value will not compromise disinfection.

8.1 Bacteriological Testing Results

In 2021, there were 101 Bacteriological Samples taken throughout the district's three systems with each sample tested for E.Coli and Total Coliforms. The Town System had 68 samples taken, Gantahaz System has 31 samples and the Airport System has 2 samples taken. A summary of the results of the bacteriological water quality sampling is provided in Table 8: Bacteriological Sampling Results.

Table 8: Bacteriological Sampling Results Summary

Parameter	Location	Number of Samples	Minimum	Maximum	Average	Guideline
E. Coli (MPN/100 mL)	Town System	68	<1	<1	<1	MAC < 1 MPN/100 mL
	Gantahaz System	31	<1	<1	<1	
	Airport System	2	<1	<1	<1	
Total Coliforms (MPN/100 mL)	Town System	68	<1	1	<1	MAC < 1 MPN/100 mL
	Gantahaz System	31	<1	1	<1	
	Airport System	2	<1	<1	<1	

8.1.1 Total Coliforms

Two samples found total coliforms present with each of the two samples having 1 MPN/100 mL. One sample was taken from Well #4 at Morfee Lake on October 26th. The other sample was taken from Well #1 in the Gantahaz Water System on June 15th. Given both of these results were single occurrences with only 1 MPN/100 mL and with no further positive results it is most likely that these were caused by contamination or sampling errors.

8.2 *Water Chemistry Testing Results*

Summaries of the chemical laboratory testing results are provided in Table 9 to Table 12. For clarity, only chemical testing parameters with a Maximum Allowable Concentration (MAC) or Aesthetic Objective (AO) in the Guidelines for Canadian Drinking Water Quality (GCDWQ) or parameters that indicate the overall water quality are shown. The full water chemistry summaries can be found in Appendix A – 2021 Water Chemistry Results Summaries.

Table 9: Town System - Source Water Chemistry

Parameter	GCDWQ			Source				
	MAC	AO	OG	Samples	Below Detection Limit	Minimum	Average	Maximum
Physical Tests (Water)								
Hardness (as CaCO ₃)				4	0	124	158.25	221
Total Metals (Water)								
Aluminum (Al)			<0.1	4	3	<0.0050	<0.00525	0.006
Antimony (Sb)	0.006			4	4	<0.00020	<0.00020	<0.00020
Arsenic (As)	0.01			4	1	<0.00050	<0.0025175	0.00504
Barium (Ba)	1			4	0	0.0361	0.237025	0.752
Boron (B)	5			4	4	<0.050	<0.050	<0.050
Cadmium (Cd)	0.005			4	4	<0.000010	<0.000010	<0.000010
Chromium (Cr)	0.05			4	4	<0.00050	<0.00050	<0.00050
Copper (Cu)	2	≤1		4	1	<0.00040	<0.00157	0.0031
Iron (Fe)		≤0.3		4	1	<0.010	<0.13225	0.292
Lead (Pb)	0.005			4	1	<0.00020	<0.001755	0.00333
Manganese (Mn)	0.12	≤0.02		4	0	0.00052	0.069405	0.12
Mercury (Hg)	0.001			4	4	<0.00001	<0.00001	<0.00001
Selenium (Se)	0.05			4	4	<0.00050	<0.00050	<0.00050
Sodium (Na)		≤200		4	0	2.01	4.71	11.3
Uranium (U)	0.02			4	0	0.000787	0.00152525	0.00237
Zinc (Zn)		≤5		4	2	<0.0040	<0.011125	0.0325
General Parameters								
Chloride		≤250		4	0	0.83	12.18	42
Fluoride	1.5			4	4	<0.10	<0.10	<0.10
Nitrate (as N)	10			4	2	<0.010	<0.036	0.107
Nitrite (as N)	1			4	4	<0.010	<0.010	<0.010
Sulfate		≤500		4	0	5.3	7.6	9.2
Langelier Index				3	0	-0.1	0.2	0.4
Solids, Total Dissolved (calc)		≤500		4	0	125	178.5	264
Colour, True		≤15		3	2	<5.0	<5.55	7.2
Alkalinity, Total (as CaCO ₃)				4	0	114	156	201
Cyanide, Total	0.2			4	4	<0.0020	<0.0020	<0.0020
Turbidity			≤1	4	1	<0.10	<0.6825	1.39
pH		7.0-10.5		4	0	7.69	7.77	7.88

Table 10: Town System - Distribution Water Chemistry

Parameter	GCDWQ			Distribution System				
	MAC	AO	OG	Samples	Below Detection Limit	Minimum	Average	Maximum
Physical Tests (Water)								
Hardness (as CaCO ₃)				10	1	128	142	157
Total Metals (Water)								
Aluminum (Al)			<0.1	10	9	<0.0050	<0.0055	0.01
Antimony (Sb)	0.006			10	10	<0.00020	<0.00020	<0.00020
Arsenic (As)	0.01			10	0	0.00279	0.00374	0.00544
Barium (Ba)	1			10	1	<0.0050	<0.12382	0.691
Boron (B)	5			10	10	<0.050	<0.050	<0.050
Cadmium (Cd)	0.005			10	10	<0.000010	<0.000010	<0.000010
Chromium (Cr)	0.05			10	10	<0.00050	<0.00050	<0.00050
Copper (Cu)	2	≤1		10	0	0.00804	0.056424	0.128
Iron (Fe)		≤0.3		10	0	0.028	0.1208	0.351
Lead (Pb)	0.005			10	4	<0.00020	<0.000301	0.00057
Manganese (Mn)	0.12	≤0.02		10	0	0.00071	0.037661	0.0886
Mercury (Hg)	0.001			10	10	<0.00001	<0.00001	<0.00001
Selenium (Se)	0.05			10	10	<0.00050	<0.00050	<0.00050
Sodium (Na)		≤200		10	0	2.47	9.754	73.7
Uranium (U)	0.02			10	0	0.00199	0.018849	0.169
Zinc (Zn)		≤5		10	6	<0.0040	<0.004818	0.0083
General Parameters								
Chloride		≤250		10	0	0.1	2.516	3.06
Fluoride	1.5			10	9	<0.10	<0.1	0.1
Nitrate (as N)	10			10	9	<0.010	<0.01	0.01
Nitrite (as N)	1			10	9	0.01	<0.01	0.01
Sulfate		≤500		10	0	8.8	9.01	9.4
Langelier Index				9	0	-2.2	-0.067	0.3
Solids, Total Dissolved (calc)		≤500		10	0	154	162.5	179
Colour, True		≤15		9	9	<5.0	<5.0	<5.0
Alkalinity, Total (as CaCO ₃)				10	0	150	153.2	155
Cyanide, Total	0.2			10	9	<0.002	<0.002	0.002
Turbidity			≤1	10	0	0.26	0.886	2.89
pH		7.0-10.5		10	0	7.79	7.843	7.91

Table 11: Gantahaz System - Source Water Chemistry

					Date Sampled	23-Sep-2021	23-Sep-2021
					Lab Sample ID	L2232028	21I3735-03
					GCDWQ		
					Gantahaz Source		Gantahaz Source
Parameter	Units	MAC	AO	OG	Booster Station	Columbia Well #4	
Physical Tests (Water)							
Hardness (as CaCO ₃)	mg/L				173	173	
Total Metals (Water)							
Aluminum (Al)-Total	mg/L			>0.1	<0.0050	<0.0050	
Antimony (Sb)-Total	mg/L	0.006			<0.00020	<0.00020	
Arsenic (As)-Total	mg/L	0.01			0.00551	0.00668	
Barium (Ba)-Total	mg/L	2			0.113	0.114	
Boron (B)-Total	mg/L	5			<0.0500	<0.0500	
Cadmium (Cd)-Total	mg/L	0.005			<0.000010	0.000102	
Chromium (Cr)-Total	mg/L	0.05			<0.00050	<0.00050	
Copper (Cu)-Total	mg/L	2	≤1		0.00118	0.00086	
Iron (Fe)-Total	mg/L		≤0.3		0.353	1.47	
Lead (Pb)-Total	mg/L	0.005			0.00059	0.00168	
Manganese (Mn)-Total	mg/L	0.12	≤0.02		0.129	0.145	
Mercury (Hg)-Total	mg/L	0.001			<0.000010	<0.000010	
Selenium (Se)-Total	mg/L	0.05			<0.00050	<0.00050	
Sodium (Na)-Total	mg/L		≤200		2.81	3.53	
Uranium (U)-Total	mg/L	0.02			0.00273	0.00275	
Zinc (Zn)-Total	mg/L		≤5		0.0118	0.527	
General Parameters							
Chloride	mg/L		≤250		0.55		
Fluoride	mg/L	1.5			<0.10		
Nitrate (as N)	mg/L	10			<0.010		
Nitrite (as N)	mg/L	1			<0.010		
Sulfate	mg/L		≤500		16		
Langelier Index	-				0.6		
Solids, Total Dissolved (calc)	mg/L		≤500		187		
Colour, True	CU		≤15		<5.0		
Alkalinity, Total (as CaCO ₃)	mg/L				171		
Alkalinity, Hydroxide (as CaCO ₃)	mg/L				<1.0		
Cyanide, Total	mg/L	0.2			<0.0020		
Turbidity	NTU			≤1	3.66		
pH	pH units		7.0-10.5		8.11		

Table 12: Gantahaz System - Distribution Water Chemistry

Parameter	Units	GCDWQ			Distribution System				
		MAC	AO	OG	Samples	Below Detection Limit	Minimum	Average	Maximum
Physical Tests (Water)									
Hardness (as CaCO ₃)	mg/L				5	0	167	171	181
Total Metals (Water)									
Aluminum (Al)-Total	mg/L			>0.1	5	5	<0.0050	<0.0050	<0.0050
Antimony (Sb)-Total	mg/L	0.006			5	5	<0.00020	<0.00020	<0.00020
Arsenic (As)-Total	mg/L	0.01			5	0	0.00462	0.00775	0.0143
Barium (Ba)-Total	mg/L	2			5	0	0.108	0.1142	0.127
Boron (B)-Total	mg/L	5			5	5	<0.0500	<0.0500	<0.0500
Cadmium (Cd)-Total	mg/L	0.005			5	4	<0.000010	<0.000012	0.000018
Chromium (Cr)-Total	mg/L	0.05			5	5	<0.00050	<0.00050	<0.00050
Copper (Cu)-Total	mg/L	2	≤1		5	0	0.00337	0.02028	0.0392
Iron (Fe)-Total	mg/L		≤0.3		5	0	0.227	0.6876	1.84
Lead (Pb)-Total	mg/L	0.005			5	2	<0.00020	<0.001284	0.0039
Manganese (Mn)-Total	mg/L	0.12	≤0.02		5	0	0.0474	0.3128	0.998
Mercury (Hg)-Total	mg/L	0.001			5	5	<0.000010	<0.000010	<0.000010
Selenium (Se)-Total	mg/L	0.05			5	5	<0.00050	<0.00050	<0.00050
Sodium (Na)-Total	mg/L		≤200		5	0	2.73	2.79	2.93
Uranium (U)-Total	mg/L	0.02			5	0	0.00267	0.002748	0.00294
Zinc (Zn)-Total	mg/L		≤5		5	0	0.0048	0.0102	0.0167

8.2.1 Turbidity

The GCDWQ recommends that turbidity typically be below 1.0 NTU for groundwater sources. In some cases, a less stringent value may be acceptable if it is demonstrated that the system has a history of acceptable microbiological quality and that a higher value for turbidity will not compromise disinfection (which is not applicable in this case).

In the Town System, turbidity results exceeded 1.0 NTU in 2 of 4 source water samples and in 2 of 10 distribution water samples. The average of the samples for both the source and distribution water were all below 1.0 NTU. In the Gantahaz System, there was only one turbidity sample exceedance at 3.66 NTU which was taken from one of the booster stations.

Future analysis including field testing of the turbidity in the raw water is recommended to determine whether the turbidity exceedances observed in both the Town and Gantahaz are a cause for concern.

8.2.2 Iron

The GCDWQ has an aesthetic objective of 0.3 mg/L for iron. Iron is objectionable in water supplies for several reasons unrelated to health. Iron can precipitate as rust-colored silt which can result in an unpalatable taste as well as stain laundry and plumbing fixtures. In addition, iron can promote the growth of “iron bacteria” which can cause a slimy coating in water distribution pipes.

Five iron exceedances occurred in seven samples from the Gantahaz subdivision, with two occurring in the source water and three in the distribution network. The results ranged from 0.353 to 1.47 mg/L with an average of 0.912 mg/L from two samples of the source water. In the distribution network results ranged from 0.227 to 1.84 mg/L with an average of 0.688 mg/L from 5 samples.

In the Town System, iron exceedances were only observed in the distribution network with only one of the ten samples having an iron concentration above the aesthetic objective. This one result had an iron concentration of 0.351 mg/L which is slightly above the AO.

Given that the primary concern for iron concentrations above the AO is colour and taste the system should be monitored and any complaints about the aesthetic should be recorded for future consideration.

Appendix B and C contains graphs showing all the iron concentrations from sampling taken between 2018 and February 2022 for the Town and Gantahaz Water Systems.

8.2.3 Manganese

Similar to iron, manganese can form a precipitate that can cause maintenance issues in distribution systems, resulting in laundry/plumbing staining in households, and cause objectionable taste issues. In the past, the GCDWQ had only an aesthetic objective of 0.05 mg/L for manganese. However, as of May 10, 2019, the guideline was updated to include a new Maximum Acceptable Concentration (MAC) of 0.12 mg/L and a reduced Aesthetic Objective (AO) of 0.02 mg/L.

The MAC was added because new research has shown that at higher concentrations it can pose adverse neurological effects in infants and children, primarily to the central nervous system, followed by the reproductive system. Infants who consume powdered baby formula reconstituted from water that is high in manganese are that the greatest risk. Although the MAC was established based on infants, this value is intended to protect all Canadians. The AO was reduced to minimize the occurrence of discolored water due to manganese and to improve consumer confidence in drinking water quality.

As noted in Table 7: Parameters Exceeding Guidelines the manganese results are somewhat variable for both the Town and Gantahaz water systems. The results vary depending on the location and are sometimes below the AO, and some of the results exceed the new MAC. Appendix B and C contains graphs showing all the manganese concentrations from sampling taken between 2018 and February 2022 for the Town and Gantahaz Systems.

In the Town System, manganese AO exceedances were observed in 11 of the 14 samples but no sample exceeded the MAC. In the distribution network, the results ranged from 0.0007 to 0.0886 mg/L with an average of 0.0377 mg/L from ten samples. The source water was sampled four times with results ranging from 0.00052 to 0.12 mg/L with an average of 0.0694 mg/L.

All seven samples from the Gantahaz subdivision exceeded the aesthetic objective with five samples also exceeding the maximum acceptable concentration. Both source samples and two of the five distribution network samples were above the MAC. The results ranged from 0.129 to 0.145 mg/L with an average of 0.137 mg/L from two samples of the source water. The distribution network results ranged from 0.047 to 0.998 mg/L with an average of 0.313 mg/L from 5 samples.

The District flushes each distribution system twice annually to control the iron and manganese concentrations due to accumulation in the network. The highest concentrations of the iron and manganese exceedances occurred at multiple points throughout the distribution system. This indicates that those exceedances are primarily due to the accumulation and release of the minerals.

8.2.4 Arsenic

Arsenic is naturally occurring from weathering of soils and minerals and is classified as a human carcinogen. The GCDWQ has a Maximum Acceptable Concentration (MAC) of 0.01

mg/L with a recommendation to achieve an arsenic concentration As Low As Reasonable Achievable (ALARA).

No exceedances were found in the Town Water System but there was one sample from the Gantahaz distribution network that exceeded the maximum allowable concentration. The Gantahaz system had one sample from the distribution system with a concentration of 0.0143 mg/L with all five samples throughout the network averaging 0.0077 mg/L. The maximum concentration detected in the source water was 0.00668 mg/L indicating this is a potential accumulation and release issue. Appendix B contains a graph showing all the arsenic concentrations from sampling taken between 2018 and February 2022 for the Gantahaz Systems.

As with all of the metal concentrations, the arsenic level should be closely monitored and it is recommended that additional system flushing should occur.

9 CONCLUSION & RECOMMENDATIONS

The water quality of the three water systems in the District of Mackenzie are of good water chemistry with some exceedances of the manganese MAC and one occurrence of the arsenic MAC in the distribution system. The microbiological quality of the water is excellent with no E. Coli found in the water system and only two of the 101 samples containing total coliforms with the two positive samples containing only 1 MPN/100 mL.

The District of Mackenzie is committed to ensuring that the community has safe and secure drinking water. In 2022, the District will be undertaking additional water sampling and analysis to determine the extent and impact that manganese and other metals are having on the water system while exploring options to improve water quality for the end-users.

If you have any questions or comments regarding the content of this report please contact Ken Gawryluk, Interim Director of Operations for the District at 250-997-3761 or at ken@districtofmackenzie.ca.

APPENDIX A – 2021 WATER CHEMISTRY RESULTS SUMMARY

Table 13: Town System - Source Water Chemistry

Parameter	GCDWQ			Source				
	MAC	AO	OG	Samples	Below Detection Limit	Minimum	Average	Maximum
Physical Tests (Water)								
Hardness (as CaCO ₃)				4	0	124	158.25	221
Total Metals (Water)								
Aluminum (Al)			<0.1	4	3	<0.0050	<0.00525	0.006
Antimony (Sb)	0.006			4	4	<0.00020	<0.00020	<0.00020
Arsenic (As)	0.01			4	1	<0.00050	<0.0025175	0.00504
Barium (Ba)	1			4	0	0.0361	0.237025	0.752
Boron (B)	5			4	4	<0.050	<0.050	<0.050
Cadmium (Cd)	0.005			4	4	<0.000010	<0.000010	<0.000010
Calcium (Ca)				4	0	42.1	50	68
Chromium (Cr)	0.05			4	4	<0.00050	<0.00050	<0.00050
Cobalt (Co)				4	4	<0.00010	<0.00010	<0.00010
Copper (Cu)	2	≤1		4	1	<0.00040	<0.00157	0.0031
Iron (Fe)		≤0.3		4	1	<0.010	<0.13225	0.292
Lead (Pb)	0.005			4	1	<0.00020	<0.001755	0.00333
Magnesium (Mg)				4	0	4.54	8.05	12.3
Manganese (Mn)	0.12	≤0.02		4	0	0.00052	0.069405	0.12
Mercury (Hg)	0.001			4	4	<0.00001	<0.00001	<0.00001
Molybdenum (Mo)				4	0	0.00031	0.0004575	0.00058
Nickel (Ni)				4	3	<0.00040	<0.0005925	0.00117
Potassium (K)				4	0	0.5	0.6325	0.77
Selenium (Se)	0.05			4	4	<0.00050	<0.00050	<0.00050
Sodium (Na)		≤200		4	0	2.01	4.71	11.3
Uranium (U)	0.02			4	0	0.000787	0.00152525	0.00237
Zinc (Zn)		≤5		4	2	<0.0040	<0.011125	0.0325
General Parameters								
Chloride		≤250		4	0	0.83	12.18	42
Fluoride	1.5			4	4	<0.10	<0.10	<0.10
Nitrate (as N)	10			4	2	<0.010	<0.036	0.107
Nitrite (as N)	1			4	4	<0.010	<0.010	<0.010
Sulfate		≤500		4	0	5.3	7.6	9.2
Langelier Index				3	0	-0.1	0.2	0.4
Solids, Total Dissolved (calc)		≤500		4	0	125	178.5	264
Colour, True		≤15		3	2	<5.0	<5.55	7.2
Alkalinity, Total (as CaCO ₃)				4	0	114	156	201
Cyanide, Total	0.2			4	4	<0.0020	<0.0020	<0.0020
Turbidity			≤1	4	1	<0.10	<0.6825	1.39
pH		7.0-10.5		4	0	7.69	7.77	7.88
Conductivity (EC)				4	0	251	333.25	504

Table 14: Town System - Distribution Water Chemistry

Parameter	GCDWQ			Distribution System				
	MAC	AO	OG	Samples	Below Detection Limit	Minimum	Average	Maximum
Physical Tests (Water)								
Hardness (as CaCO ₃)				10	1	128	142	157
Total Metals (Water)								
Aluminum (Al)			<0.1	10	9	<0.0050	<0.0055	0.01
Antimony (Sb)	0.006			10	10	<0.00020	<0.00020	<0.00020
Arsenic (As)	0.01			10	0	0.00279	0.00374	0.00544
Barium (Ba)	1			10	1	<0.0050	<0.12382	0.691
Boron (B)	5			10	10	<0.050	<0.050	<0.050
Cadmium (Cd)	0.005			10	10	<0.000010	<0.000010	<0.000010
Calcium (Ca)				10	1	<0.20	<40.63	50.8
Chromium (Cr)	0.05			10	10	<0.00050	<0.00050	<0.00050
Cobalt (Co)				10	10	<0.00010	<0.00010	<0.00010
Copper (Cu)	2	≤1		10	0	0.00804	0.056424	0.128
Iron (Fe)		≤0.3		10	0	0.028	0.1208	0.351
Lead (Pb)	0.005			10	4	<0.00020	<0.000301	0.00057
Magnesium (Mg)				10	0	0.033	6.4693	7.45
Manganese (Mn)	0.12	≤0.02		10	0	0.00071	0.037661	0.0886
Mercury (Hg)	0.001			10	10	<0.00001	<0.00001	<0.00001
Molybdenum (Mo)				10	0	0.0005	0.000556	0.00062
Nickel (Ni)				10	10	<0.00040	<0.00040	<0.00040
Potassium (K)				10	0	0.14	0.569	0.64
Selenium (Se)	0.05			10	10	<0.00050	<0.00050	<0.00050
Sodium (Na)		≤200		10	0	2.47	9.754	73.7
Uranium (U)	0.02			10	0	0.00199	0.018849	0.169
Zinc (Zn)		≤5		10	6	<0.0040	<0.004818	0.0083
General Parameters								
Chloride		≤250		10	0	0.1	2.516	3.06
Fluoride	1.5			10	9	<0.10	<0.1	0.1
Nitrate (as N)	10			10	9	<0.010	<0.01	0.01
Nitrite (as N)	1			10	9	0.01	<0.01	0.01
Sulfate		≤500		10	0	8.8	9.01	9.4
Langelier Index				9	0	-2.2	-0.067	0.3
Solids, Total Dissolved (calc)		≤500		10	0	154	162.5	179
Colour, True		≤15		9	9	<5.0	<5.0	<5.0
Alkalinity, Total (as CaCO ₃)				10	0	150	153.2	155
Cyanide, Total	0.2			10	9	<0.002	<0.002	0.002
Turbidity			≤1	10	0	0.26	0.886	2.89
pH		7.0-10.5		10	0	7.79	7.843	7.91
Conductivity (EC)				10	0	154	276.3	294

Table 15: Gantahaz System - Source Water Chemistry

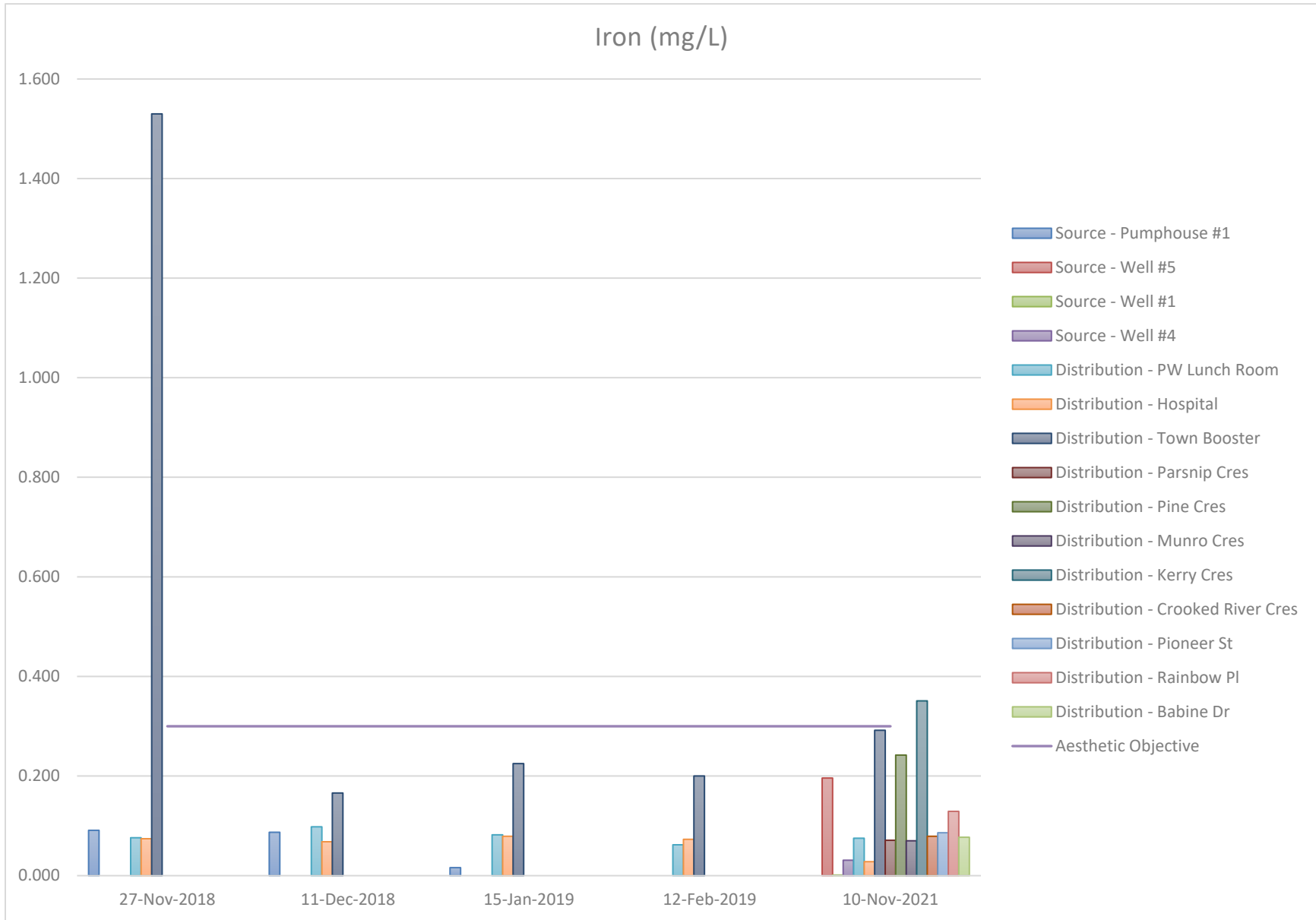
					Date Sampled	23-Sep-2021	23-Sep-2021
					Lab Sample ID	L2232028	2113735-03
					GCDWQ		
					Gantahaz Source	Gantahaz Source	
Parameter	Units	MAC	AO	OG	Booster Station	Columbia Well #4	
Physical Tests (Water)							
Hardness (as CaCO3)	mg/L				173	173	
Total Metals (Water)							
Aluminum (Al)-Total	mg/L			>0.1	<0.0050	<0.0050	
Antimony (Sb)-Total	mg/L	0.006			<0.00020	<0.00020	
Arsenic (As)-Total	mg/L	0.01			0.00551	0.00668	
Barium (Ba)-Total	mg/L	2			0.113	0.114	
Beryllium (Be)-Total	mg/L				--	<0.00010	
Boron (B)-Total	mg/L	5			<0.0500	<0.0500	
Cadmium (Cd)-Total	mg/L	0.005			<0.000010	0.000102	
Calcium (Ca)-Total	mg/L				52.3	52.9	
Chromium (Cr)-Total	mg/L	0.05			<0.00050	<0.00050	
Cobalt (Co)-Total	mg/L				<0.00010	0.00016	
Copper (Cu)-Total	mg/L	2	≤1		0.00118	0.00086	
Iron (Fe)-Total	mg/L		≤0.3		0.353	1.47	
Lead (Pb)-Total	mg/L	0.005			0.00059	0.00168	
Lithium (Li)-Total	mg/L				--	0.00354	
Magnesium (Mg)-Total	mg/L				10.2	9.95	
Manganese (Mn)-Total	mg/L	0.12	≤0.02		0.129	0.145	
Mercury (Hg)-Total	mg/L	0.001			<0.000010	<0.000010	
Molybdenum (Mo)-Total	mg/L				0.00156	0.00129	
Nickel (Ni)-Total	mg/L				<0.00040	0.001	
Potassium (K)-Total	mg/L				0.75	0.72	
Selenium (Se)-Total	mg/L	0.05			<0.00050	<0.00050	
Silver (Ag)-Total	mg/L				--	<0.000050	
Sodium (Na)-Total	mg/L		≤200		2.81	3.53	
Thallium (Tl)-Total	mg/L				--	<0.000020	
Tin (Sn)-Total	mg/L				--	<0.00020	
Titanium (Ti)-Total	mg/L				--	<0.0050	
Uranium (U)-Total	mg/L	0.02			0.00273	0.00275	
Vanadium (V)-Total	mg/L				--	<0.0010	
Zinc (Zn)-Total	mg/L		≤5		0.0118	0.527	

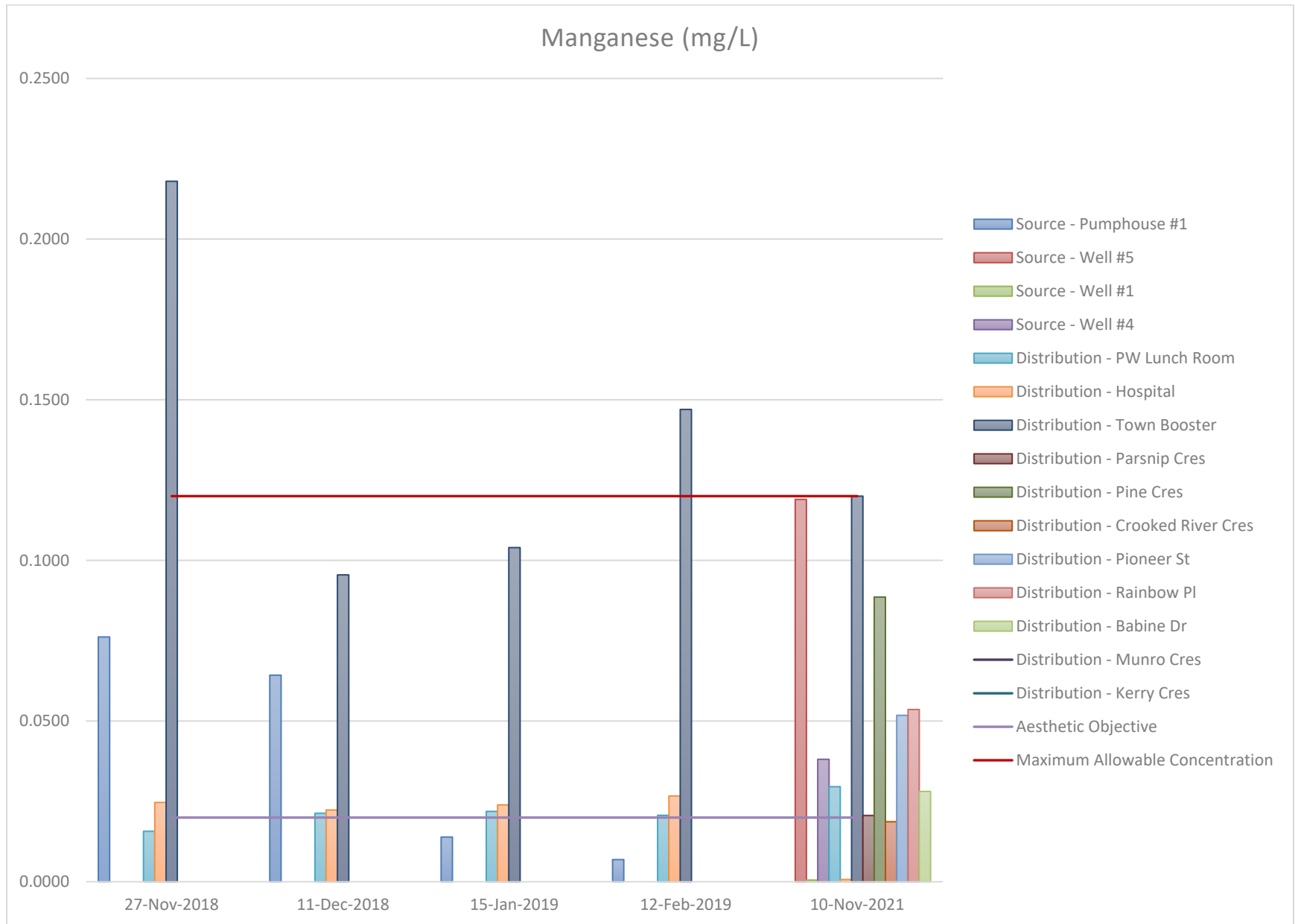
Parameter	Units	GCDWQ			Gantahaz Source	Gantahaz Source
		MAC	AO	OG	Booster Station	Columbia Well #4
General Parameters						
Chloride	mg/L		≤250		0.55	
Fluoride	mg/L	1.5			<0.10	
Nitrate (as N)	mg/L	10			<0.010	
Nitrite (as N)	mg/L	1			<0.010	
Sulfate	mg/L		≤500		16	
Langelier Index	-				0.6	
Solids, Total Dissolved (calc)	mg/L		≤500		187	
Temperature, at pH	°C				21.1	
Colour, True	CU		≤15		<5.0	
Alkalinity, Total (as CaCO ₃)	mg/L				171	
Alkalinity, Phenolphthalein (as CaCO ₃)	mg/L				<1.0	
Alkalinity, Bicarbonate (as CaCO ₃)	mg/L				171	
Alkalinity, Carbonate (as CaCO ₃)	mg/L				<1.0	
Alkalinity, Hydroxide (as CaCO ₃)	mg/L				<1.0	
Cyanide, Total	mg/L	0.2			<0.0020	
Turbidity	NTU			≤1	3.66	
pH	pH units		7.0-10.5		8.11	
Conductivity (EC)	uS/cm				311	

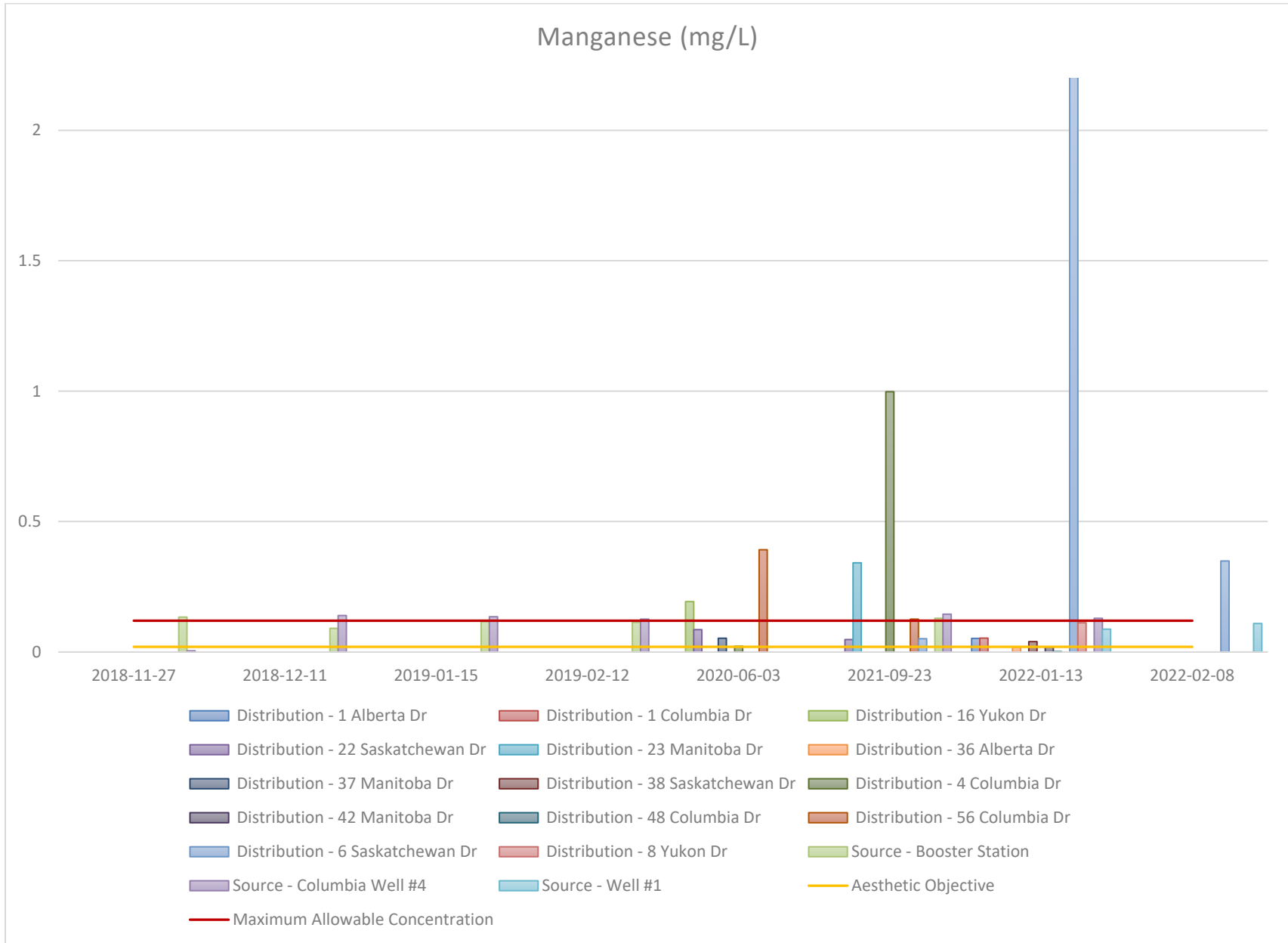
Table 16: Gantahaz System - Distribution Water Chemistry

Parameter	Units	GCDWQ			Distribution System				
		MAC	AO	OG	Samples	Below Detection Limit	Minimum	Average	Maximum
Physical Tests (Water)									
Hardness (as CaCO3)	mg/L				5	0	167	171	181
Total Metals (Water)									
Aluminum (Al)-Total	mg/L			>0.1	5	5	<0.0050	<0.0050	<0.0050
Antimony (Sb)-Total	mg/L	0.006			5	5	<0.00020	<0.00020	<0.00020
Arsenic (As)-Total	mg/L	0.01			5	0	0.00462	0.00775	0.0143
Barium (Ba)-Total	mg/L	2			5	0	0.108	0.1142	0.127
Beryllium (Be)-Total	mg/L				5	5	<0.00010	<0.00010	<0.00010
Boron (B)-Total	mg/L	5			5	5	<0.0500	<0.0500	<0.0500
Cadmium (Cd)-Total	mg/L	0.005			5	4	<0.000010	<0.000012	0.000018
Calcium (Ca)-Total	mg/L				5	0	50.7	51.76	54.9
Chromium (Cr)-Total	mg/L	0.05			5	5	<0.00050	<0.00050	<0.00050
Cobalt (Co)-Total	mg/L				5	4	<0.00010	0.00012	0.00012
Copper (Cu)-Total	mg/L	2	≤1		5	0	0.00337	0.02028	0.0392
Iron (Fe)-Total	mg/L		≤0.3		5	0	0.227	0.6876	1.84
Lead (Pb)-Total	mg/L	0.005			5	2	<0.00020	<0.001284	0.0039
Lithium (Li)-Total	mg/L				5	0	0.00344	0.003516	0.00368
Magnesium (Mg)-Total	mg/L				5	0	9.87	10.094	10.6
Manganese (Mn)-Total	mg/L	0.12	≤0.02		5	0	0.0474	0.3128	0.998
Mercury (Hg)-Total	mg/L	0.001			5	5	<0.000010	<0.000010	<0.000010
Molybdenum (Mo)-Total	mg/L				5	0	0.00104	0.00138	0.00174
Nickel (Ni)-Total	mg/L				5	5	<0.00040	<0.00040	<0.00040
Potassium (K)-Total	mg/L				5	0	0.72	0.734	0.78
Selenium (Se)-Total	mg/L	0.05			5	5	<0.00050	<0.00050	<0.00050
Silver (Ag)-Total	mg/L				5	5	<0.000050	<0.000050	<0.000050
Sodium (Na)-Total	mg/L		≤200		5	0	2.73	2.79	2.93
Thallium (Tl)-Total	mg/L				5	5	<0.000020	<0.000020	<0.000020
Tin (Sn)-Total	mg/L				5	5	<0.00020	<0.00020	<0.00020
Titanium (Ti)-Total	mg/L				5	5	<0.0050	<0.0050	<0.0050
Uranium (U)-Total	mg/L	0.02			5	0	0.00267	0.002748	0.00294
Vanadium (V)-Total	mg/L				5	5	<0.0010	<0.0010	<0.0010
Zinc (Zn)-Total	mg/L		≤5		5	0	0.0048	0.0102	0.0167

APPENDIX B – TOWN SYSTEM EXCEEDANCES (2018-2022)





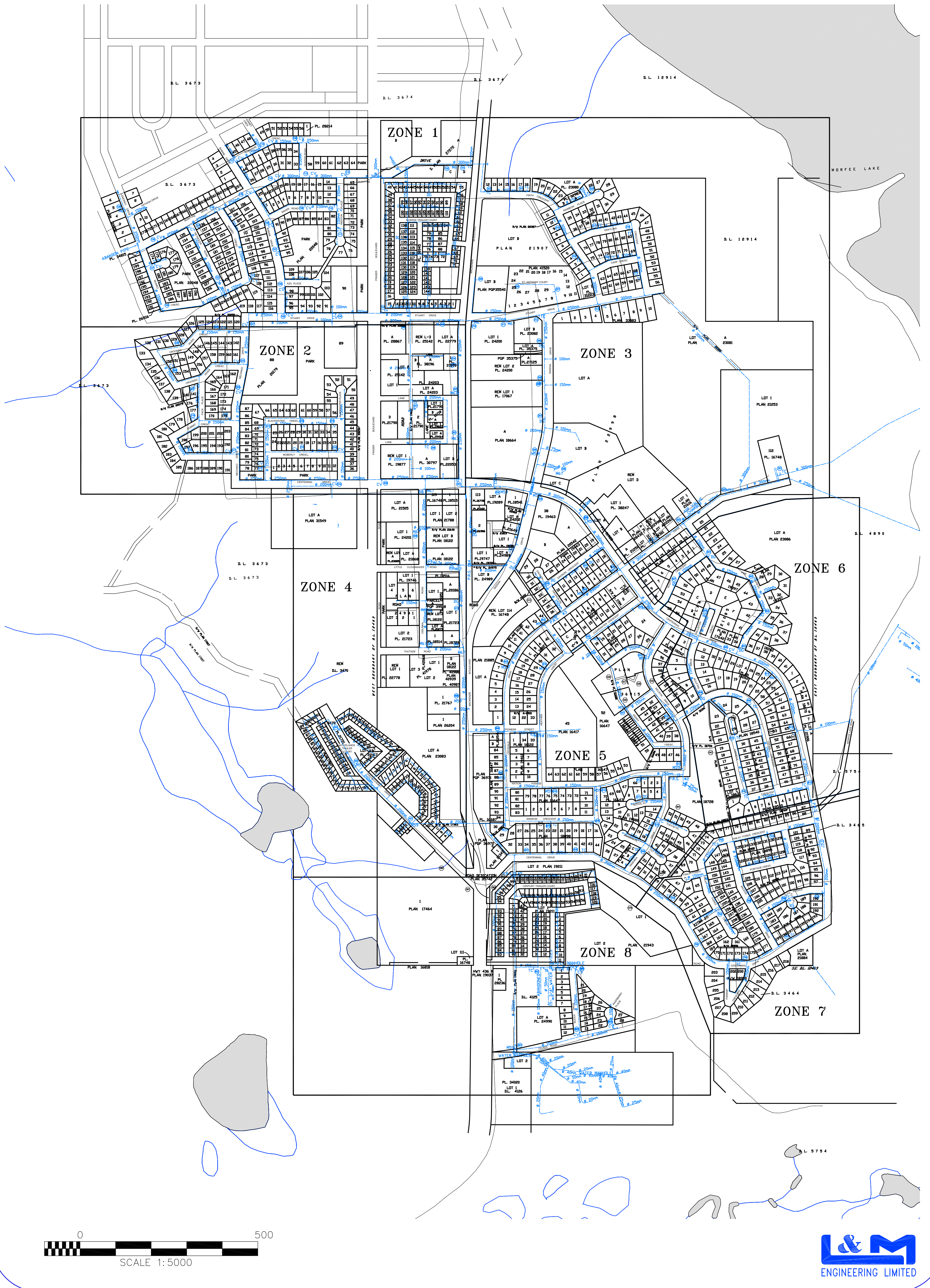


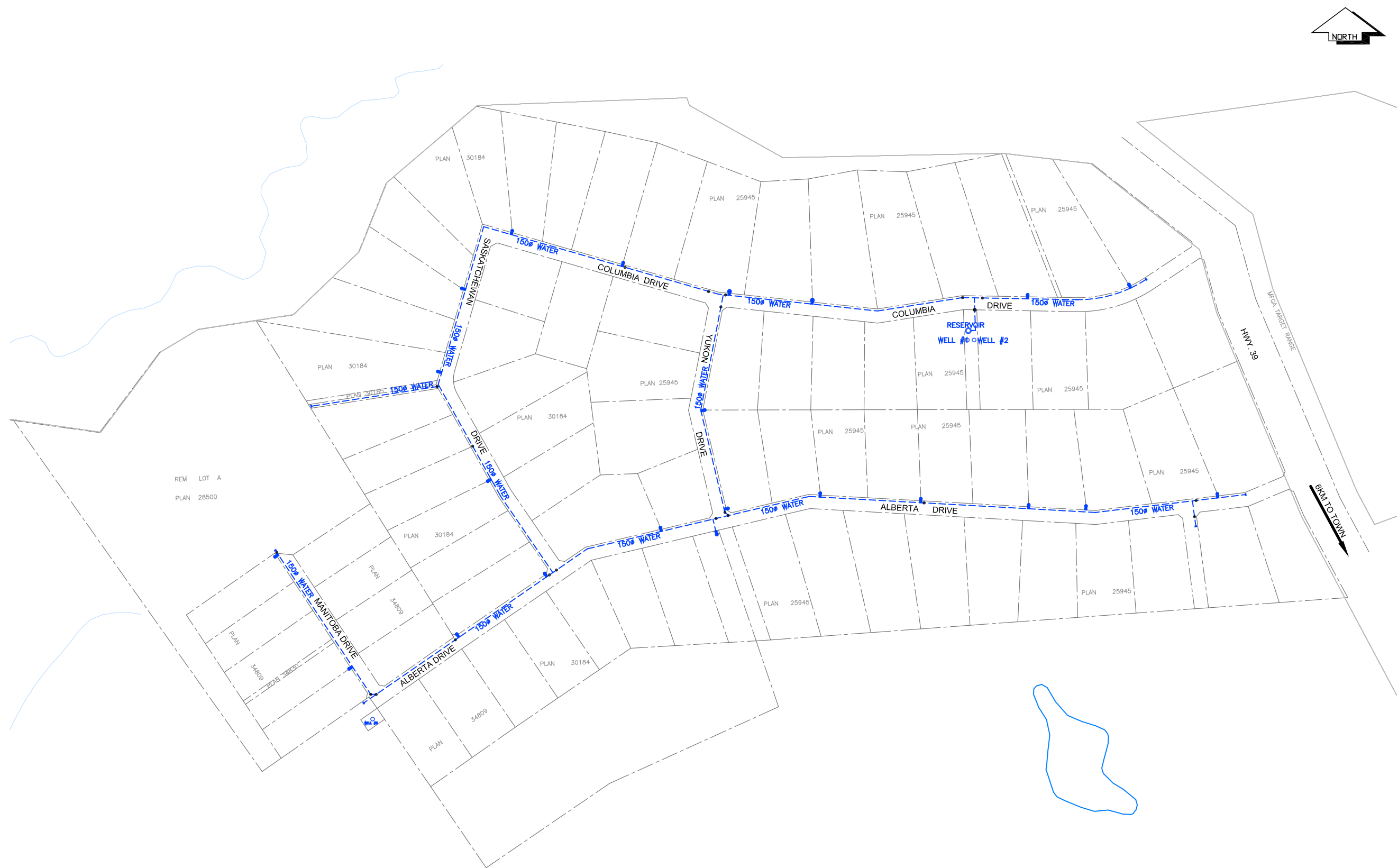
APPENDIX D – TOWN AND GANTHAZ WATER SYSTEM MAPS



DISTRICT OF MACKENZIE

WATER SYSTEM SERVICING LAYOUT





ISSUED FOR INFORMATION ONLY

- LEGEND**
- FIRE HYDRANT
 - VALVE
 - WELL
 - PUMP HOUSE
 - RESERVOIR
 - WATER LINE
 - EXISTING LEGAL



NO.	DATE	REVISION	DR.

L & M
ENGINEERING LIMITED

1210 FOURTH AVENUE
PRINCE GEORGE, B.C.
V2L 3J4
TEL. (250) 562-1977
FAX (250) 562-1967

DRAWN:	NP
CHECKED:	
ENGINEER:	LR
SURVEY FILE:	
DRAWING FILE:	Gantahaz_water_system.dwg
CORRESPONDENCE:	CPG
GRID:	
DATE:	12/02/08
SCALE:	1:3000

MACKENZIE DISTRICT
GANTHAZ RURAL SUBDIVISION
WATER SYSTEM

CONSULTANTS PROJECT No.
1044-00-00
DRAWING No.
MAP 01

SHEET No. 1 OF 1	REV. No. 0
---------------------	---------------

APPENDIX E – WATER SYSTEM OPERATING PERMITS

PERMIT TO OPERATE

A Drinking Water System with
301-10000 Connections

System Name: Mackenzie CWS Morfee Lake
Physical Location: Mackenzie CWS
1 Mackenzie Boulevard
Mackenzie BC
Owner Name: District Of Mackenzie

Conditions of Permit

- > Maintain a minimum of 5 water bacteriology samples per month unless the Environmental Health Officer requests a greater frequency.
- > Maintain an up-to-date Emergency Response Plan.
- > Operator must be trained and certified at the level specified by the Environmental Operator Certification Program.
- > Submit water chemistry data every 1 years, unless the Environmental Health Officer requests a greater frequency.



PERMIT TO OPERATE



A Drinking Water System with
15-300 Connections

System Name: Mackenzie CWS Gantahaz Subdivision

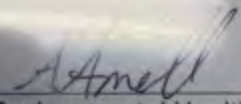
Physical Location: Mackenzie CWS
1 Mackenzie Boulevard
Mackenzie BC

Owner Name: District Of Mackenzie

Conditions of Permit

Maintain a minimum of 2 water bacteriology samples per month unless the Environmental Health Officer requests a greater frequency.
Maintain an up-to-date Emergency Response Plan.
Operator must be trained and certified at the level specified by the Environmental Operators Certification Program.
Submit water chemistry data every 3 years, unless the Environmental Health Officer requests a greater frequency.

15-Mar-2001
Effective Permit Date


Environmental Health Officer

Jul-2019
Permit Revised Date

September 6, 2022

Ryan Bichon, District Manager
Mackenzie Natural Resource District
BC Ministry of Forests
Box 2260
Mackenzie BC, V0J 2C0

RE: District of Mackenzie Response to the Mackenzie TSA Timber Supply Review Public Discussion Paper

Dear Mr. Bichon,

This letter is submitted by the District of Mackenzie (DOM), in response to the July 2022 Mackenzie Timber Supply Area (TSA) Timber Supply Review Discussion Paper, per the BC Ministry of Forest's (MOF) request for public input.

The District of Mackenzie is the largest community within the Mackenzie Forest District. The forestry industry directly supports the social and economic well-being of a significant portion of our residents and has so for over 50 years. Pending decisions that will be made by the MOF officials in respect to the Mackenzie TSA's future Allowable Annual Cut (AAC) and the apportionment of the volume within the AAC can have a significant impact on the residents we serve. The District of Mackenzie was incorporated in 1966 as a forest industry townsite established by Alexandra Forest Industries. The community is a consequence of the construction of the W.A.C. Bennet Dam. The early construction of two pulp and paper mills and four sawmills in Mackenzie in the late 1960s is testament to the importance of the forest industry to our community and its 3300 residents.

The DOM recognizes the Discussion Paper is largely an output of a fairly technical timber supply analysis that incorporates some of the best science and inventory data that is available to the MOF at this time. The various modelling and management assumptions incorporated as inputs into the timber supply analysis (i.e., via the Mackenzie TSA Data Package) have already been commented on by the DOM in December 2020.

From a technical perspective pertaining to timber supply, the analysis appears fine. We are particularly encouraged by analysis results that indicate that the TSA can sustain a post-mountain pine beetle epidemic AAC of close to 3 million cubic metres for the next 10 years. We are further heartened by a mid-term AAC forecast of 2.5 million cubic metres, which is

significantly above the current forest industry demand. These numbers are testament to the size and resiliency of the remaining 'green' forests within the region, post the mountain pine beetle epidemic and in consideration for an ongoing spruce beetle epidemic.

Just as the technical portions of the timber supply analysis appear sound, there are several procedural items in the discussion paper that the DOM desires to express an opinion on.

Specifically, these are:

- 1) A possible TSA Hard Partition
- 2) First Nations Collaboration
- 3) Socio-economic Analysis Assumptions
- 4) Apportionment Timeline
- 5) Apportionment Volume

Each of these items are discussed in the sections following:

TSA Hard Partition

Though the Mackenzie TSA is large (over 350 kilometres long), lumber production occurs at only the south end, and thus, by economic necessity a large portion of the harvest requires movement of logs via the reservoir (lake tow). The lake tow results in costs that are incurred by the forest industry, many of which would not be appropriately incorporated into the BC stumpage system. Consequently, a TSA-wide AAC has resulted in overharvesting in the southern half of the TSA where delivered log costs are lower at the expense of underharvesting in the north. The ability of companies to move their harvest to the location of the cheapest fibre has been facilitated by "soft partitions" and a lack of enforcement, that will put the long-term viability of the community at risk. ***The DOM supports the imposition of a 'hard' partition of the AAC into a northern and southern component.*** Existing replaceable licensees should be allocated a proportional apportionment based upon the ratio of north vs south AAC. In addition, the ministry should complete an analysis of projected costs associated with lake tow operations and revise cost allowances in the appraisal manual to more accurately reflect the true 'soft' costs of harvesting and transporting this fibre. Operating in the Williston Reservoir is significantly different than the Arrow Lakes. The remoteness of camps, quality of access and lack of community resources adds considerably to the costs and delays getting persons, equipment and repairs to forestry operations. Appropriate cost recognition of lake tow activities in remote camps will facilitate the operationalization of the full AAC in accordance with a hard partition. This would have economic and environmental benefits for the TSA.

First Nations Collaboration

First Nations are an integral part of the District of Mackenzie community and the TSA. The District of Mackenzie applauds governments engagement with so many different Nations in the

production of this collaborative document. We note, however, that throughout the document the views expressed under the Collaborative Technical Working Group (CTWG), Indigenous Perspectives are typically at odds with the (mostly) scientific approach government has taken towards the timber supply analysis. The DOM supports the MOF's collaboration with First Nations. Though the CTWG 'collective' appear to oppose all aspects of the timber supply analysis (and therefore the assignment of an AAC), we note that the principal Nations having Territories within the TSA are highly dependent on the forest industry for economic prosperity and self-reliance. The DOM supports the mostly science-based approach to the timber supply analysis and the establishment of a harvest level that supports jobs, communities and the long-term sustainability of the forest resource.

Socio-Economic Analysis Assumptions

The DOM does not support the socio-economic analysis (SEA) assessment or results, as presented in the Public Discussion Paper (PDP). There are several reasons the values described in Table 6 on Page 39 paint an inaccurate picture of the future regional economy.

- (a) The MOF's Chief Forester in 2014 set a green "non-pine" harvest in the SW portion of the TSA of 300,000 m³, and then increased it to 500,000 m³ in 2019 (Table 1). This partition remains in place today. However, in the Discussion Paper, the sustainable green harvest in the SW portion is 1.17 million m³. This partition ("in the interests of economic and environmental sustainability") directed forest companies to include a large component of first dead pine and then dead wood in their log profile for dimensional lumber production. Though the Discussion Paper indicates that the Chief Forester does "not speculate on business decisions by the forest industry" (p.39), the imposition of these constraints on the harvest were undoubtedly key factors that led to the closure of the Duz Cho cant mill in 2019, the Canfor sawmill in mid-2019, and the Paper Excellence pulp mill in 2021. Thus, using a 2-year average 2019-2020 as the basis for government revenues is skewing the SEA results unfavourably against Mackenzie.
- (b) The SEA analysis of 2019-2020 forestry and logging outcomes is also understated in respect to Output (Gross Sales). The harvest partition and attempts by forest companies to abide by governments dead tree salvage objective, resulted in a reduction in the quality of lumber, a reduction in corporate revenue, an increase in harvesting costs on a cubic metre basis, and a reduction in stumpage as a disproportionate amount of volume was classified as grade 4 logs.

Consequently, on a cubic metre basis, the information in the PDP Table 6 understates the direct *potential* economic impact of the Mackenzie TSA harvest on the regional economy. The SEA definitely does not reflect future revenue if the harvest came from predominately green trees. This transition in improved lumber grade outturn is clearly exemplified through the proportional

improvement in the grade of logs processed at regional Mackenzie sawmills over the past 8 years.

Apportionment Timeline:

The DOM is very concerned about the future, post an AAC determination (p.2). The demonstrated difficulty the Minister of Forests has experienced apportioning an AAC in the adjacent Prince George TSA fully 5 years after that AAC Determination is cause for considerable angst within our community. The uncertainty of this type of timeline raises significant concerns about the development a new AAC apportionment within the Mackenzie TSA.

Apportionment Volume:

Page 2 of the timber supply review process indicates that once the Chief Forester has set the AAC and the Minister has apportioned the AAC, the Regional Executive Director (RED) will establish a disposition plan. The DOM is concerned over the fact that a disproportionate number of logs continue to leave the TSA bound for sawmills in other jurisdictions. Meanwhile, when investors proposing to develop new opportunities within Mackenzie visit the community, they are told in no uncertain terms that there is no available timber. BC's provincial one-size fits all policies are eroding the economic viability of communities most dependent on forest industry manufacturing opportunities.

The DOM applauds the recent suggestion that a significant portion of BC Timber Sales volumes would be directed to Value-Added (VA). The DOM can attest to the interest in such a program by both the existing industry and other parties that have since departed Mackenzie in frustration over their inability to acquire feedstock to support capital investment in manufacturing in the community. To facilitate future opportunities, the RED's disposition plan should be significantly robust as to allow for the establishment of VA firms that consume at least 50 percent or more of the TSA's BC Timber Sales apportionment. Companies like Parallel 55 (East Fraser Fibre in Mackenzie) that produces finger-jointed lumber, and other confirmed potential opportunities that would produce mouldings, construction joists etc. require a disposition plan that allows established companies to secure fibre that they can leverage to acquire the feedstock they need to operate. Such a plan would greatly benefit our community. Today, lack of such a program has Parallel 55 sourcing feedstock from as far as central Alberta.

Conclusion

The District of Mackenzie is pleased with the technical results of the timber supply analysis as presented in the Mackenzie TSA Public Discussion Paper. These technical results appear to be based on the latest science. The DOM, as with several of the large local First Nations, is dependent on a local, sustainable forest industry. An AAC Determination that is quickly followed by a Minister's apportionment and a Regional Executive Director disposition will greatly reduce

the uncertainty that surrounds Mackenzie's forest industry and our forestry dependent community. The DOM is supportive of a hard partition of the AAC split between north and south. The DOM is supportive of an AAC that balances both the current local demand for fibre and the opportunity to grow the industry in Mackenzie. We have one of the few fibre baskets in the province that is underutilized. Amendments to forest policy in respect to stumpage, BC Timber Sales, and value-added initiatives would support communities such as ours, if the policy is framed in a manner that allocates tenure as a currency to be used in exchange for feedstock.

Thank you for the opportunity to respond to this very important initiative.

Sincerely Yours,



Joan Atkinson
Mayor

MACKENZIE SECONDARY SCHOOL

School District No. 57 (Prince George)



500 Skeena Drive, Box 578, Mackenzie, BC, V0J 2C0 Phone (250) 997-6510 * Fax (250) 997-6509

August 24, 2022

Mayor and Council
District of Mackenzie
Bag 340
Mackenzie, BC V0J 2C0

Dear Mayor and Council:

Re: District of Mackenzie Bursary

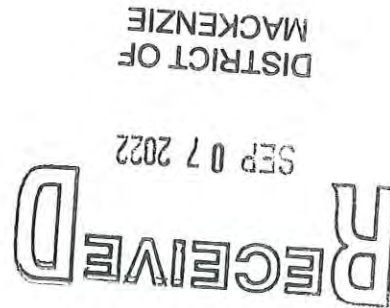
Thank you for supporting the Mackenzie Secondary Valedictory Class of 2022. Your support makes it possible for the recipient of your award to continue on with their education. Your generosity truly makes a difference.

Please accept the enclosed picture of your recipient, **Wilbert Suteja**, as a small token of our appreciation. If you have not received your thank you letter from your recipient please contact Karen Potvin at kapotvin@sd57.bc.ca.

We are looking forward to your continued support in 2023.

Sincerely yours,

Mackenzie Secondary School Awards Committee





OMBUDSPERSON
BRITISH COLUMBIA

Her Worship Joan Atkinson
Mayor
District of Mackenzie
PO Bag 340
MACKENZIE BC V0J 2C0

August 15, 2022

RECEIVED
AUG 31 2022

Dear Mayor Atkinson,

DISTRICT OF
MACKENZIE

RE: Quarterly Reports: April 1 – June 30, 2022

This package of documents details the complaint files the Office of the Ombudsperson closed for the **District of Mackenzie** between April 1 and June 30, 2022. No action is required on your part, however we hope that you will find this information useful and share it within your organization.

These reports provide information about the complaint files we closed regarding your organization within the last quarter, including both files we investigated and files we closed without investigation. Files currently open with the office are not included in these reports.

Enclosed you will find detailed reports containing the following: SLM

- A one-page report listing the number of files closed and the category under which they were closed. The categories we use to close files are based on the sections of the *Ombudsperson Act*, which gives the Ombudsperson the authority to investigate complaints from the public regarding authorities under our jurisdiction. A more detailed description of our closing categories is available on our website at: <https://bcombudsperson.ca/assets/media/QR-Glossary.pdf>.
- *If applicable*: Copies of closing summaries written about the complaint files we investigated. These summaries provide an overview of the complaint received, our investigation and the outcome. Our office produces closing summaries for *investigated* files only, and not for enquiries or those complaints we chose not to investigate.
- *If applicable*: A summary of the topics identified in the complaint files closed during the quarter. We track general complaint topics for all complaints we receive, and when applicable, we include authority-specific and/or sector-specific topics for your organization and/or sector. Our office tracks the topics of complaints we investigate and those we close without investigation, but not for enquiries. Because complaints to our office are confidential, we do not share complaint topic information if we received too few complaints to preserve the complainants' anonymity.

If your organization received too few complaints to produce a summary of complaint topics but you would like further information about the complaints our office received about your organization, our Public Authority Consultation and Training (PACT) Team can provide further details upon request.

Finally, we have been tracking complaints related to the COVID-19 pandemic under the general heading of "COVID-19." If you would like more detailed information about those complaints, please contact our PACT Team.

If you have questions about our quarterly reports, or if you would like to sign up for our mailing list to be notified of educational opportunities provided by our Public Authority Consultation and Training Team, please contact us at 250-508-2950 or consult@bcombudsperson.ca.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Jay Chalke".

Jay Chalke
Ombudsperson
Province of British Columbia

Enclosures



Type of complaint closure	# closed
Enquiries – Many people who contact us are not calling to make a complaint, but are seeking information or advice. These contacts are classified as <i>Enquiries</i> to distinguish them from <i>Complaints</i> , which are requests that our office conduct an investigation.	1
Complaints with No Investigation – Our office does not investigate every complaint it receives. First, we determine whether we have authority to investigate the complaint under the <i>Ombudsperson Act</i> . We also have discretion to decline to investigate for other reasons specified in the <i>Ombudsperson Act</i> .	0
Early Resolution Investigations – Early Resolution investigations provide an expedited process for dealing with complaints when it appears that an opportunity exists for the authority to take immediate action to resolve the issue. Typical issues that are addressed through Early Resolution include timeliness, communication, and opportunities for internal review.	0
Complaint Investigations – When we investigate a complaint we may conclude with a determination that a complaint is not substantiated, or with a negotiated settlement of the complaint, or with public findings and recommendations. We may also exercise discretion to cease investigation for a number of other reasons specified in the <i>Ombudsperson Act</i> .	Total: 0
<i>Reason for closing an Investigation:</i>	
Pre-empted by existing statutory right of appeal, objection or review.	0
Investigation ceased with no formal findings under the <i>Ombudsperson Act</i> .	
More than one year between event and complaint	0
Insufficient personal interest	0
Available remedy	0
Frivolous/vexatious/trivial matter	0
Can consider without further investigation	0
No benefit to complainant or person aggrieved	0
Complaint abandoned	0
Complaint withdrawn	0
Complaint settled in consultation with the authority - When an investigation leads us to conclude that action is required to resolve the complaint, we try to achieve that resolution by obtaining the voluntary agreement of the authority to settle the complaint. This allows matters to be resolved fairly for the complainant and authority without requiring a formal finding of maladministration.	0
Complaint substantiated with formal findings under the <i>Ombudsperson Act</i> .	0
Complaint not substantiated under the <i>Ombudsperson Act</i> .	0
Ombudsperson Initiated Investigations – The Ombudsperson has the authority to initiate investigations independently from our process for responding to complaints from the public. These investigations may be ceased at the discretion of the Ombudsperson or concluded with formal findings and recommendations.	0



The tables below summarize the complaint topics we are tracking for your sector and/or authority and the number of times this topic was identified in the files (investigated and non-investigated complaints) that were closed in the most recent quarter.

If you would like more information on the types of complaints we receive, please contact our Public Authority Consultation and Training Team: email us at consult@bcombudsperson.ca or call us at 250-508-2950.

Sector-Specific Complaint Topics - All Local Government

Business Licensing	3	2%
Bylaw Enforcement	33	26%
Council Member Conduct (incl. Conflict of Interest)	7	5%
Official Community Plan/Zoning/Development	31	24%
Fees/Charges (incl. Taxes)	13	10%
Open Meetings	3	2%
Procurement	1	1%
Services (incl. Garbage, Sewer, Water)	9	7%
Response to Damages Claim	2	2%
Other	27	21%

General Complaint Topics - All Local Government

COVID-19	2	1%
Disagreement with Decision or Outcome	44	27%
Accessibility	4	2%
Delay	7	4%
Administrative Error	5	3%
Treatment by Staff	12	7%
Communication	21	13%
Process or Procedure	59	36%
Review or Appeal Process	8	5%
Employment or Labour Relations	3	2%
Other	1	1%

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: September 20, 2022

Subject: September 30th Truth & Reconciliation Federal Statutory Holiday

RECOMMENDATION:

THAT Council receives this report for information.

BACKGROUND:

In 2021 the federal government amended the Canada Labour Code to include a new statutory holiday, National Day of Truth and Reconciliation. The District observed this holiday in 2021 (*Resolution #32130*) and wishes to continue to observe this in 2022. The final decision on whether this will be recognized as a statutory holiday will be made in 2023. At such a time when a decision is made, the District will follow the Provincial Government statutory observation.

"... Government is now expanding this engagement by seeking input from B.C. employers and employees. This includes whether to establish September 30 as a statutory holiday under the Employment Standards Act, starting in 2023, so that employees have time to personally commemorate and reflect on the meaning of the day.

For 2022, the Province has advised public sector employers, including K to 12 public schools, that the same process should be followed as last year. September 30 should again be observed as a statutory day of remembrance for those employees who are normally entitled to federal and provincial statutory days."

Management understands the importance and significance of this statutory holiday set out by the Federal Government and wishes to show our continued support to the Indigenous communities.

COUNCIL PRIORITY:

Strong Governance and Finances

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



Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Kaleena Wilson", written over a horizontal line.

Kaleena Wilson
Human Resources Coordinator

A handwritten signature in black ink, appearing to read "Diane Smith", written over a horizontal line.

Approved for Submission to Council

COUNCIL REPORT

To: Mayor and Council
From: Administration
Date: August 9, 2022
Subject: OCP Amendment – Public Watershed Definition

RECOMMENDATION:

THAT Council receives this report for information.

BACKGROUND:

At the Regular Council Meeting of April 25, 2022 staff were directed to find a solution for the inconsistency between Zoning Bylaw No.1368 and the Official Community Plan Bylaw No.1304.

It was identified during the review of a Crown Land referral for trail development on Morfee Mountain, that the zoning designation and the Public Watershed Official Community Plan (OCP) designation were not aligned and contradicted one another. The zoning for the designated Public Watershed area (attachment A) is A1 – Outdoor Recreation, Agriculture and Resource Zone. This zone permits the development of recreation adventure, recreation outdoor, and campgrounds. These were the principle uses that have been looked at for future planning. The Public Watershed OCP designation does not allow for these uses. It is recommended that these two policies align.

Due to the zoning principle uses aligning with other District strategies and priorities such as Council's Strategic Priorities, Recreational Trails Master Plan, Community Economic Development and Tourism Plan, staff are recommending amending the definition of the Public Watershed OCP designation to match more closely to that of the A1 – Outdoor Recreation, Agriculture and Resource Zone, and add an appropriate development permit process to ensure new developments in the area are still carefully reviewed to ensure they do not cause harm to the watershed or the community's local water source.

ECONOMIC & SOCIAL BENEFIT:

As outlined in the Trails Strategy for British Columbia, a diverse and attractive trail system provides a strong advantage for both community residents and recreational tourism. Trails and trail-based recreation are important contributors to the quality of life of residents, support healthy lifestyles, help protect our environmentally significant areas, and provide opportunities

to celebrate heritage and culture. A growing body of data indicates that trails can be an economic driver that strengthens and diversifies resource-based economies. With appropriate planning and communication, the trail system management can be effectively coordinated to avoid conflicts with other land users and local industry.

“The District of Mackenzie and surrounding region have a tremendous amount of opportunities for diverse motorized and non-motorized trail experiences of cultural, historic, and natural value. Although the trail system is already appreciated and well-used by the local residents, there is a strong potential to expand, enhance, and promote the system to make Mackenzie a major destination for recreational tourism.” – 2018 Trails Master Plan

CONSIDERATIONS:

Unauthorized motorized and non-motorized trail building has been a problem on municipal and provincial lands. This happens when jurisdictions don't work collaboratively and proactively with local trail enthusiasts to ensure the trail system is quality, fun, sustainable, and focused on delivering the desired experiences. With a shift toward strategic planning of trail systems and greater engagement of trail enthusiasts, unauthorized trail building will decline, especially where the trail systems provide the trail experience sought by users.

One of the key findings from the 2018 Trails Master Plan was there are approximately 147km of existing trails within the District of Mackenzie, and another 193km of trails in the surrounding study area. With many of these trails being documented and consulted with the District there are some that have been historically used with little to no technical review from the District staff.

With our proposed solution to the OCP Amendment we hope to capture future trail development within the District of Mackenzie's boundary to document and help facilitate the permitting, planning and safe construction of future trails through the use of a development permit. This will be especially helpful for trail development that cross both the municipal and Provincial jurisdiction or where support from the municipality may be required for a Crown Land application.

NATURAL RESOURCE DEVELOPMENT:

Staff have conducted an assessment of historical and current Natural Resource uses in the area, which are permitted by the Province of BC - such as an existing gravel pit operation and BCTS/forestry operations as well as future uses such as the maintenance for Morfee Mountain Road. Updating the Public Watershed definition in tandem with implementing the Development Permit process would give Staff a tool to provide consistent and appropriate technical review of future crown land referrals as well as District operations in our environmentally sensitive areas.

WATERSHED REVIEW

During the original conversations with the Lands Office, staff inquired about the effect to the Morfee Lake Watershed area if the District were to allow recreational development in this area. Their response was, "Discussions with our water group identified no concerns with the proposal, but they also identified they would refer to the District of Mackenzie if any questions came in pertaining to work occurring in this area." Following the initial discussion District staff completed a technical review of the watershed and surrounding area including a review of the historical boundary of the watershed. Staff have also explored the 2015 Source Water Protection Plan as well as consulted with a local hydrologist on the current trail development on Morfee Mountain.

The findings from the local hydrologist are as follows:

- The current proposed area for the bike trails is within the Morfee Creek Watershed which drains into the Williston Reservoir Via Morfee Creek and is likely not a main contributor to Aquifer 431 (Mackenzie's water supply aquifer). For future reference if the trails were developed in the Morfee Lake Watershed, they do not believe that trail development would have a negative impact on Aquifer 431's recharge source. However, if potential groundwater contamination sources such as in-ground septic systems are planned, a hydrologist should be consulted to review the proposed design and location. The detailed report will be located on the center table file for Councils review.

It would be staff's recommendation that a hydrologist be consulted for any future developments within this zone and to include this as a step in the development permitting process for this area.

PROPOSED SOLUTION:

Staff is proposing to amend the definition of Public Watershed in the Official Community Plan to read,

PW: Public Watershed

*"The Public Watershed (PW) designation is intended to protect the community's water supply and as such the designation does not support the creation of any lot, with the exception of lands needed for community water supply. **Some natural resource development and non-mechanized recreational activity is permitted such as, but not limited to, hiking, horseback riding, mountain biking, or cross-country skiing where no clearing of trails is proposed and no buildings or structures are contemplated except where permitted by Council through the application of a development permit.**"*

Staff also recommends deferring any development requests in the area that are received prior to the creation of a development permit and its associated procedure during Phase 2 of the

Downtown Vision and Action Plan and Development Permit Areas Project. This will enable staff to return to Council with a wholesome framework for administering land requests near environmentally sensitive areas.

OPEN HOUSE:

Staff have scheduled an open house regarding the proposed amendment to the Official Community Plan. As the results of the engagement are collected following the publishing of this agenda, a summary of the findings will be shared with Council as a late item.

CONCLUSION:

Based on the current uses taking place within the Public Watershed area and the potential for future use staff recommend changing the definition of the Public Watershed to allow for recreational use and development that has undergone levels of review through the development permit process.

NEXT STEPS:

- Council consider giving first two readings of Official Community Plan Amendment Bylaw No. 1489, 2022 during the Bylaw section of this agenda;
- If first two readings approved, staff will make arrangements for a Public Hearing to gather public feedback on the proposed amendment.
- Staff would then bring back the amendment bylaw as well as a subsequent report to the Regular Meeting of October 11th, 2022 detailing the feedback from the Public Hearing.
- Staff would draft an appropriate development permit and procedure during Phase 2 of the Downtown Vision and Development Permit Area Project for Council's consideration.

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.

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 and business practices.



Respectfully Submitted,

Luke Thorne

Luke Thorne
Land and Environmental Coordinator

Diane Smith

Approved for Submission to Council

**Attachment A - Official Community Plan Bylaw No. 1304
(2017) Public Watershed Designated Area**



OCP Amendment – Open House Summary

BACKGROUND:

Staff scheduled an open house regarding the proposed amendment to the Official Community Plan (OCP) on September 22, 2022. There were eight people in attendance who provided questions and feedback regarding OCP amendment process. As the results of the engagement were collected following the publishing of this agenda, the comments and questions received are published below.

Development Permit Application Process

- Asked for more information to be provided regarding how the Development Permit Process would be conducted. Staff provided examples.
- Wondering if it would be better to have the development permit in place before the final amendment is approved.
- Concerned about Council having the ability to approve any application through the permitting process.
- For Crown Lands there were questions over who has the ultimate authority over applications.

Uses of the Land

- Investigate sea plane landing on Morfee Lake and if currently used add to the development permit/additional permitting process.
- Concern about residential lots in this area Morfee Lake specifically mentioned.
- Add a public engagement session to the development procedure regarding residential lots under this area.
- Will gravel pits be allowed under this area?
- Water source protection was a high priority.

Other Comments

- For the public hearing it was suggested by having the meeting at two separate times on the same day this would give more people the opportunity to attend.

COUNCIL REPORT

To: Mayor and Council
From: Administration
Date: September 16, 2022
Subject: Regional Land Use Planning Services

RECOMMENDATION:

THAT Council confirms that they would like to proceed with a Regional Land Use Planning Services Participation Agreement from January 1, 2023 to December 31, 2026 with the Regional District of Fraser-Fort George;

AND THAT Council authorizes the Mayor and Corporate Officer to enter into the Regional Land Use Planning Service Agreement.

BACKGROUND:

The District of Mackenzie, along with the City of Prince George, Village of McBride, and Village of Valemount, has participated in the land use planning program with the Regional District of Fraser-Fort George since the early 1980's. We have entered into formalized Participation Agreements since 2006.

Attached is a letter, contribution formula information, and a draft of the agreement from the Manager of Development Services of the Regional District of Fraser-Fort George asking that the District of Mackenzie considers another four-year Participation Agreement to replace the agreement expiring on December 31, 2022.

BUDGETARY IMPACT:

The Service Agreement, as proposed, would see the District contribute 1.33% of the total requisition required for Land Use Planning Services. In the previous agreement, the District contributed 2.02%.

In **2023**, the District would expect to contribute \$7,869 towards the service. This is a reduction from previous years' contributions:

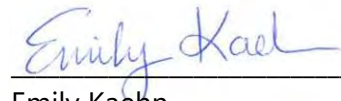
2019 = \$10,265 **2020** = \$10,537 **2021** = \$10,537 **2022** = \$10,854

COUNCIL PRIORITIES:

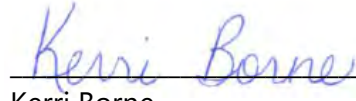
Strong Governance and Finances

- 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.

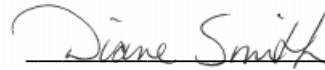
Respectfully Submitted,



Emily Kaehn
Director of Corporate Services



Kerri Borne
Chief Financial Officer



Approved for Submission to Council



REGIONAL DISTRICT of Fraser-Fort George

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

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

Fax: (250) 563-7520

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

Municipalities:
McBride
Mackenzie
Prince George
Valemount

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

August 5, 2022

Diane Smith
Chief Administrative Officer
District of Mackenzie
PO Box 340
Mackenzie BC V0J 2C0

Dear Ms. Smith:

Re: Regional Land Use Planning Services – Participation Agreement Expiry

The Regional Land Use Planning Services – Participation Agreement between the District of Mackenzie and the Regional District of Fraser-Fort George is set to expire at the end of the year.

The Regional District is looking to establish a 4-year Participation Agreement with the District of Mackenzie effective January 1, 2023 to December 31, 2026.

The recommended formula used to calculate municipal participation in Regional Land Use Planning services has been the basis for Participation Agreements since 2006 and was derived through discussions with the member municipalities. The recommended formula best represents municipal involvement and interest in Regional Land Use Planning and identifies the District of Mackenzie's contribution towards *Local Government Act* Part 14 activities and Non-Part 14 activities by determining resources required and the importance of coordinated land use decision making.

Entering into a Participation Agreement allows full participation and voting privileges by District of Mackenzie Directors on all land use matters that come before the Regional District Board. Without the agreement in place, municipalities that have not opted out of the Regional Planning Services by the end of August of the preceding year, are required to pay the full requisition.

The Service Agreement, as proposed, would see the District of Mackenzie contribute 1.33% of the total requisition required for Land Use Planning Services. The District of Mackenzie is currently contributing 2.02 % of the total requisition for Land Use Planning Services. The attached document: *2023-2026 Regional Land Use Planning Services – Participation Agreement Recommended Formula for Municipal Participation* provides greater detail of the participation agreement model and expected participation contributions. In addition, the current 2019-2022 participation agreement is also enclosed for your reference.

The Regional District is looking for confirmation from the District of Mackenzie that they would like to proceed with a Regional Land Use Planning Services Participation Agreement from January 1, 2023 to December 31, 2026. If this is the case, the next steps would be forwarding a draft agreement based on the recommended participation level to the Regional District Board for endorsement prior to forwarding to your office for execution.

I am happy to meet with you should you wish to discuss further.

Sincerely,

Kenna Jonkman

Kenna Jonkman, MCIP, RPP
Manager of Development Services

Telephone: 250-960-4400
Facsimile: 250-562-8676

Enclosures:

1. 2023-2026 Regional Land Use Planning Services – Participation Agreement Recommended Formula for Municipal Participation
2. 2019-2022 Participation Agreement



REGIONAL DISTRICT of Fraser-Fort George

Recommended Formula for Municipal Participation in Regional District of Fraser-Fort George Regional Land Use Planning Services January 1, 2023 to December 31, 2026

The Regional Districts existing relationship with member municipalities' remains strong through five consecutive cost sharing participation agreements: 2006-08, 2009-11, 2012-14, 2015-2018 and 2019-2022. A formula for determining a fair level of funding for the municipal participation in Regional Land Use Planning has been based upon the following:

1. Non-Part 14 Activity

All municipalities participate in the planning budget based upon 35% of their normal requisition of their respective assessment base. 35% represents the approximate amount of time spent on these activities by the Regional District. The *Local Government Act* does not provide an option to opt out of this portion of the service.

Non-Part 14 activities include such things as Agriculture Land Reserve application processes, provincial application processes (i.e. cannabis retail licence and liquor license), provincial referrals (crown land, energy and mines, forestry, etc.), proposed pipeline monitoring and stakeholder participation, environmental matters, forestry matters, subdivision referrals, water stewardship, air quality, highway/transportation stakeholder participation, industrial economic analysis and geotechnical analysis.

The District of Mackenzie has 2.43% of the regional tax base for 2022. Applying 35% of the normal requisition translates into 0.85% ($35 \times 2.43\%$) of the Regional Land Use Planning budget requisition.

2. Part 14 Local Government Act

Section 381 of the *Local Government Act* provides the ability for member municipalities to either opt out of Part 14 land use planning, participate through cost sharing participation agreement with the Regional District, or participate fully based on their assessment base. Member municipalities have participated in Regional Land Use Planning through mutually agreed cost sharing participation agreements rather than participating based on their assessment base.

Part 14 activities in the *Local Government Act* include such things as policy development (Official Community Plans) and land use management regulations and processes (zoning, development and variance permits, temporary use permits and various other regulations). It was previously agreed that Part 14 - Regional Land Use Planning activities represented a 10% interest by member municipalities to help ensure coordinated land use decision making between local governments.

The District of Mackenzie has 2.43% of the regional tax base in 2022. Applying 10% of the normal requisition translates into 0.24% ($10 \times 2.43\%$) of the Regional Land Use Planning budget.

3. Staff Municipal Assistance

Finally, there has been a value of 10% placed upon the Regional District's ability to make available technical advice and support related to planning services to the Municipalities of Mackenzie, McBride and Valemount.

The District of Mackenzie has 2.43% of the regional tax base in 2022. Applying 10% of the normal requisition translates into 0.24% ($10 \times 2.43\%$) of the Regional Land Use Planning budget.

4. Formula Calculations

It is proposed that the **District of Mackenzie** contribute to the Regional Land Use Planning Service from January 1, 2023 to December 31, 2026 at a rate representing 1.33% of the Regional Land Use Planning requisition [i.e. 35% Non-Part 14 + 10% Part 14 + 10% Municipal Assistance].

The below table illustrates the potential participation agreement contributions of the District of Mackenzie based off the recommended formula.

The projected 2023 requisition for Regional District Land Use Planning Services for 2023 is \$591,600 through the approved five-year Financial Plan: 2022- 2026. This requisition has been used for the following table.

	Non-Part 14 Participation (35%)	+	Part 14 Participation (10%)	+	Staff Municipal Assistance (10%)	=	Projected 2023-2026 Partition Splits	
Prince George	\$148,492	+	\$42,595	+	∅	=	\$191,087	32.30 %
Mackenzie	\$5,029	+	\$1,420	+	\$ 1,420	=	\$7,869	1.33 %
McBride	\$710	+	\$237	+	\$237		\$1,184	0.20 %
Valemount	\$2,485	+	\$710	+	\$710	=	\$3,905	0.66 %
Municipal Sub Total	\$156,716	+	\$44,962	+	\$2,367	=	\$207,045	34.49 %
Electoral Areas							\$384,555	65.51 %
Total							\$591,600	100.00 %

This table identifies existing participation agreement contributions.

2019 – 2022 Participation Agreement Contributions	
Prince George	31.7 %
Mackenzie	2.02 %
McBride	0.22 %
Valemount	0.61 %
Municipal Sub Total	34.55 %
Electoral Areas	65.45 %
Total	100.00 %



REGIONAL LAND USE PLANNING SERVICE – PARTICIPATION AGREEMENT

AGREEMENT BETWEEN: Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
(hereinafter referred to as “the Regional District”) and;

District of Mackenzie
Bag 340, 1 Mackenzie Blvd
Mackenzie BC V0J 2C0
(hereinafter referred to as “Mackenzie”)

WHEREAS, pursuant to the *Local Government Act*, the Regional District and its member municipalities may participate in Agreements to share the cost of the Regional Land Use Planning service and specify voting entitlements;

AND WHEREAS, Mackenzie desires an Agreement with the Regional District for participation in Part 14, Planning and Land Use Management matters, pursuant to Section 381 of the *Local Government Act*;

AND WHEREAS, the Regional District has resolved to enter into an Agreement with Mackenzie pursuant to Section 381(2) of the *Local Government Act*;

NOW, THEREFORE, the Regional District and Makenzie hereby agree that:

1. The term of this Agreement shall be January 1, 2019 to December 31, 2022.
2. Mackenzie will contribute 2.02% of the annual requisition for the Regional Land Use Planning service.
3. Regional District Directors representing Mackenzie at Regional District Board meetings will have voting entitlement on matters concerning Part 14 of the *Local Government Act*, Planning and Land Use Management.

**Signed on behalf of the
District of Mackenzie:**

**Signed on behalf of the
Regional District of Fraser-Fort George:**

Mayor

Chair

Clerk

Corporate Officer

Dated

Dated

COUNCIL REPORT

To: Mayor & Council
From: Recreation Services
Date: September 14, 2022
Subject: Skid Steer Replacement

RECOMMENDATION:

THAT Council awards the purchase of a new Skid Steer from Huber Farm Equipment Ltd. for a price of \$79,855 plus GST;

AND THAT Council authorizes the Chief Administrative Officer to execute the contract and any other related documentation.

BACKGROUND:

Staff hired a contractor to inspect our existing skid steer machine as well as provide staff training afterwards. After inspection, staff determined that it would make more sense to purchase a new one given the age (2000) of the machine and the cost to address the deficiencies. The major deficiencies included:

- Emergency exit not usable and too small for some operators to escape;
- Welding on the sides of the lift arms have compromised the integrity of the lift arms;

Staff requested three quotes:

1. Huber Farm Equipment – Kubota = \$79,855
2. Williams Machinery – Bobcat = \$95,230
3. Brandt Tractor – John Deere = Out of Stock

SUMMARY:

Staff use the skid steer to clear away excess snow around the building, clear emergency exits/pathways, clear sidewalks as well as clear the outdoor rink. It is also used to accept heavy shipments that come on pallets such as pools supplies and mechanical equipment. The skid steer is scheduled to be replaced in 2023 as per the 2022-2025 Financial Plan Bylaw, but due to the financial impact of the major deficiencies and the need to have reliable snow removal equipment, staff recommend that the purchase be rescheduled to 2022. The immediate replacement of the skid steer will ensure that the Recreation Centre and Ernie Bodin Centre

remain open and safe to enter/exit during snowfall events as well as provide little disruption for daily operations.

The skid steer was scheduled for replacement in the 2023 Capital Budget at a cost of \$90,000.

BUDGETARY IMPACT:

\$79,855 + GST would be allocated from the Vehicle and Equipment Replacement Reserve.

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 & Council
From: Recreation Services
Date: September 15, 2022
Subject: Stage Agreement Renewal- MCAC

RECOMMENDATION:

THAT Council agrees to re-new the stage agreement with the Mackenzie Community Arts Council for another two years.

BACKGROUND:

The Mackenzie Community Arts Council would like to renew the stage agreement that expires December 31, 2022 for another two years. Due to COVID, the stage hasn't seen much use and staff don't have feedback as a result. Therefore, staff would like to continue with the existing agreement before making any recommendations on changes. A copy of the agreement has been attached for consideration.

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.

Respectfully Submitted,



Terry Gilmer
Director of Recreation Services



Approved for Submission to Council



This Agreement has been made this first day of October 2022

Between:

**District of Mackenzie
Recreation Services Department**

#1 Mackenzie Boulevard

Bag 340

Mackenzie, BC V0J 2C0

Email: recoffice@districtofmackenzie.ca

(hereinafter called the District)

AND

Mackenzie Community Arts Council

Box 301

86 Centennial Drive Mackenzie, BC, V0J 2C0

Phone: 250 997 5818 Fax: 1 250 997 5815

Email: mackenziearts@outlook.com

(hereinafter called the "MCAC")

Background information

The Mackenzie Community Arts Council applied for a Northern Development Initiative Trust grant in 2019 with the District of Mackenzie's support and financial seed money of \$15,000.00. The success of the grant included the storage of the stage and truss system at a Recreation Services Storage area, and the ability to rent the stage and truss system to events in the Mackenzie Recreation Centre Community Hall.

This agreement is intended to address the storage of the stage platforms, stairs and ramp as well the truss system. The stage curtains are not a part of this agreement and are the sole responsibility of the MCAC.

WHEREAS, The District of Mackenzie is required to store and maintain the stage platforms, stairs and ramp and the storage of the truss system,

And WHEREAS, the MCAC is the owner of the stage et all and truss system;

And WHEREAS, the District of Mackenzie will be renting the stage platforms, stairs and ramp and truss system when not in use by the MCAC;

NOW therefore this AGREEMENT Witnesses THAT: in consideration of mutual promises, covenants and agreements hereinafter contained, the parties agree as follows:

A. Term:

- a. The term of the agreement will be from October 1, 2022 to December 31, 2024, a two-year agreement.
- b. The term may be adjusted by mutual agreement of both Parties.

B. Responsibilities:

- The District will store the stage et all and truss system in a secured space. The stage and truss system will be available for rent by interested patrons according to Recreation Services Fees and Charges Policy, and Bylaw 1403.
- The Mackenzie Community Arts Council will store the curtains at a site location other than the Mackenzie Recreation Center or it's storage areas.
- The Mackenzie Community Arts Council must book their annual spring performance 12 months in advance o avoid conflicting requests for the spaces, times and dates.

C. Terms:

- a. District of Mackenzie will provide free of charge the Callahan Room and Rose Boyko Room six days before the annual spring performance. (in-kind \$1500.00)
- b. The District of Mackenzie will provide free of charge the Sas Da'ghe Room two days before the annual spring performance, enabling dress rehearsals with the full Community Hall. (in-kind \$230.00)
- c. The room set up and take down of the required tables and chairs for spectator seating will be free of charge, along with the set up of the stage and truss system. (In-kind \$1680.00)
- d. MCAC will set up any required lighting and stage curtaining, set design and install these items with its' own staff, volunteers or subcontractors.
- e. The entire Community Hall will be made ready, sets dismantled and removed, all MCAC equipment removed within 72 hours of the end of day on the final performance. The District will take down the stage et all, truss and any tables or chairs on the fourth day

after the final performance. This ensures the ability for the continued use and booking of the Community Hall and each individual space as required.

D. Workers Compensation / Insurances

- a. The MCAC must comply with and ensure all workers, volunteers and subcontractors comply with all applicable occupational health and safety laws, insurance coverages and related equipment operating legislation. This includes the use of small hand tools, paint and minor carpentry work for set construction.
- b. The MCAC must provide WorkSafe coverage for all workers, volunteers and subcontractors when utilizing the stage on behalf of MCAC events.

E. Indemnification & Insurances:

The Mackenzie Community Arts Council acknowledges and agrees that it shall indemnify and save harmless the District of Mackenzie and the owners/organizers of all events upon which the stage, stage amenities and the truss equipment are utilized by rental fee or free of charge uses under this Agreement from any and all actions, causes of action, suits, claims, demands, damages, or proceedings relating to or arising out of the use of the named equipment in relation to this Agreement, that may be sustained by the MCAC, or employees and volunteers of the MCAC, or any other third party, and shall supply evidence of liability insurance on terms and conditions satisfactory to District of Mackenzie in a minimum amount of \$2,000,000.00, with District of Mackenzie named as additional insured.

F. Freedom of Information:

- a. This agreement may be made available to the public under the Freedom of Information and Protection of Privacy Act and any related records may be subject to public disclosure under the act.

G. Entire Agreement:

- a. This agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. The schedules of this agreement are inclusive of the agreement.

H. Agreement Renewal:

- a. This agreement can be renewed six months before expiry, based on both parties wishing to continue with the agreement. Written expression of interest for renewal must be received by the District on or before June 30, 2024.

IN WITNESS THEREOF:

On Behalf of the Mackenzie Community

Arts Council:

Name

Signature

Date

On Behalf of the District of Mackenzie:

Name

Signature

Date

DRAFT

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: August 9, 2022

Subject: Morfee Lake Watershed Designation

RECOMMENDATION:

THAT Council provides support to the Province of BC to proceed with the transfer of a Section 16 Withdrawal to a Section 17 Conditional Withdrawal in the area described as unsurveyed Crown Land northeast of Mackenzie and outlined in Attachment "A".

BACKGROUND:

In light of recent trail developments on Morfee Mountain as well as the application for District to hold tenure on Morfee Mountain Road, the Prince George Lands Office and District staff have identified historical notations on file which impact future land use and recreational development in the Morfee Lake Watershed area. The Province has requested the District consider the impacts of replacing current notations with an alternative Land Application process. The current situation and proposed solution have been outlined in more detail below:

Section 16 Withdrawal

In September 1983, a Section 16 Withdrawal was established over the area west of Morfee Lake for the purpose of Environment, Conservation and Recreation with a sub purpose of Watershed Reserve (Attachment A).

Crown land can be designated for a particular use or for the conservation of natural or heritage purposes. Crown land will not be available for disposition inside this conditionally withdrawn area for activities deemed incompatible with the purpose of the conditional withdrawal.

A Section 16 withdrawal is meant to identify an interest in the land, as well as prevent the acceptance of any other **Crown land** applications over the boundary. They do not prevent other ministries from working within their own legislative authority, such as Ministry of Forests or BC Timber Sales. A Section 16 should trigger a referral from any other agencies who are looking at conducting work in the area.

A letter from the Province in 2000 confirms this proposed referral process:

“Consequently, all Section 16 Map Reserves and Notations of Interest will continue indefinitely within the Omineca/Peace Region, until such a time as your agency is notified of the need to review the reserve or notation. Any consideration to amend or cancel a reserve or notation would be done with prior consultation with your agency.” – Letter From British Columbia Assets and Land Corporation Branch (October 16, 2000).

The standard term for a Section 16 withdrawal is 5 years. The term can be for a longer period if no improvements are placed on the land. A withdrawal with a term of 10 years or longer is subject to a mandatory review every 5 years.

Notation of Interest

Further, a Notation of Interest was established on October 16, 2000 in the name of the District of Mackenzie to ensure the interests of the community would be known by any agency looking to do work in the area (Attachment B). Unfortunately, the map reserve was established over existing tenures, and other tenures that were deemed ‘compatible’ were issued later over top of the reserve.

PROPOSED SOLUTION:

In order to manage the overlapping tenures, as well as acknowledge the already heavy recreational use on Morfee Mountain and the surrounding area, the Province is recommending the change from a Section 16 Withdrawal to a Section 17 Conditional Withdrawal.

Section 17 Conditional Withdrawal

The Section 17 Withdrawal will allow Crown Land applications to be submitted that are compatible with the purpose of the withdrawal (Environment, Conservation and Recreation), as well it will allow the Province to formalize the existing trails in the area.

The standard term for a Conditional withdrawal is 10 years but can be up to 30 years. A Conditional withdrawal longer than 10 years is subject to a mandatory review every 5 years.

Jurisdiction

The area affected is still Crown Land, (as such) any government Ministry can utilize the land if it fits within their own legislation. A *Lands Act* Tenure, S.16 or S17 Withdrawal typically only covers Land Act applications. Other agencies can conduct work through their own legislation, but these notations would be flagged in their status when they look for overlapping conflicts. Typically, during the initial review if an agency sees a Lands Withdrawal overlap then there would be a referral and the Lands Office would be asked to provide comment.

Support for Section 17 Conditional Withdrawal

The final decision to change the lands from a Section 16 to a Section 17 Conditional Withdrawal will sit with the Director of Crown Land Authorizations. In order to complete the change, they must complete a justification report. To complete the report of the Prince George Lands Office they are asking whether there is support from the District of Mackenzie as the Section 16 is now held on the District's behalf.

Changing from a Section 16 to a Section 17 Conditional Withdrawal would not affect the referral process for future land applications.

A summary of the three *Lands Act* Instruments discussed in this report have been included in Attachment C.

Additional Items

The Prince George Lands Office is also recommending we review the boundary of the reserve at the same time to incorporate Morfee Mountain Road as well as the gravel pit off to the side as it didn't occur during previous amendments and the referral process would be triggered due to the conflicting use of the road/pit and the Section 17 Conditional Withdrawal.

CONCLUSION:

Changing the Section 16 Withdrawal to a Section 17 withdrawal will address housekeeping issues for both the Province and the District of Mackenzie when receiving or being asked about development within this area. It will also help formalize the current trails in the area and providing a framework for potential future development applications.

- This only affects Land Applications within the boundary of the withdrawal area (Attachment A).
- There will be referrals for applications inside the Districts Boundary (i.e. MORATA trails application April, 2022).
- If there is a proposed incompatible use (another agency) the District will receive a referral under the Notation of Interest (2000).
- This is a referral for the District of Mackenzie support however the decision lies with the Crown Lands Department.

NEXT STEPS:

- Staff will notify the Province on Councils decision and forward any comments or questions that arise.
- Following the decision, Staff will work with the province to identify the appropriate boundary for the withdrawal area to exclude Morfee Mountain Road and associated areas.

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.

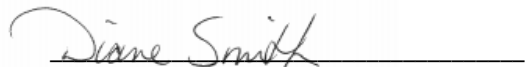
Environmental Sustainability

- 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 and business practices.

Respectfully Submitted,

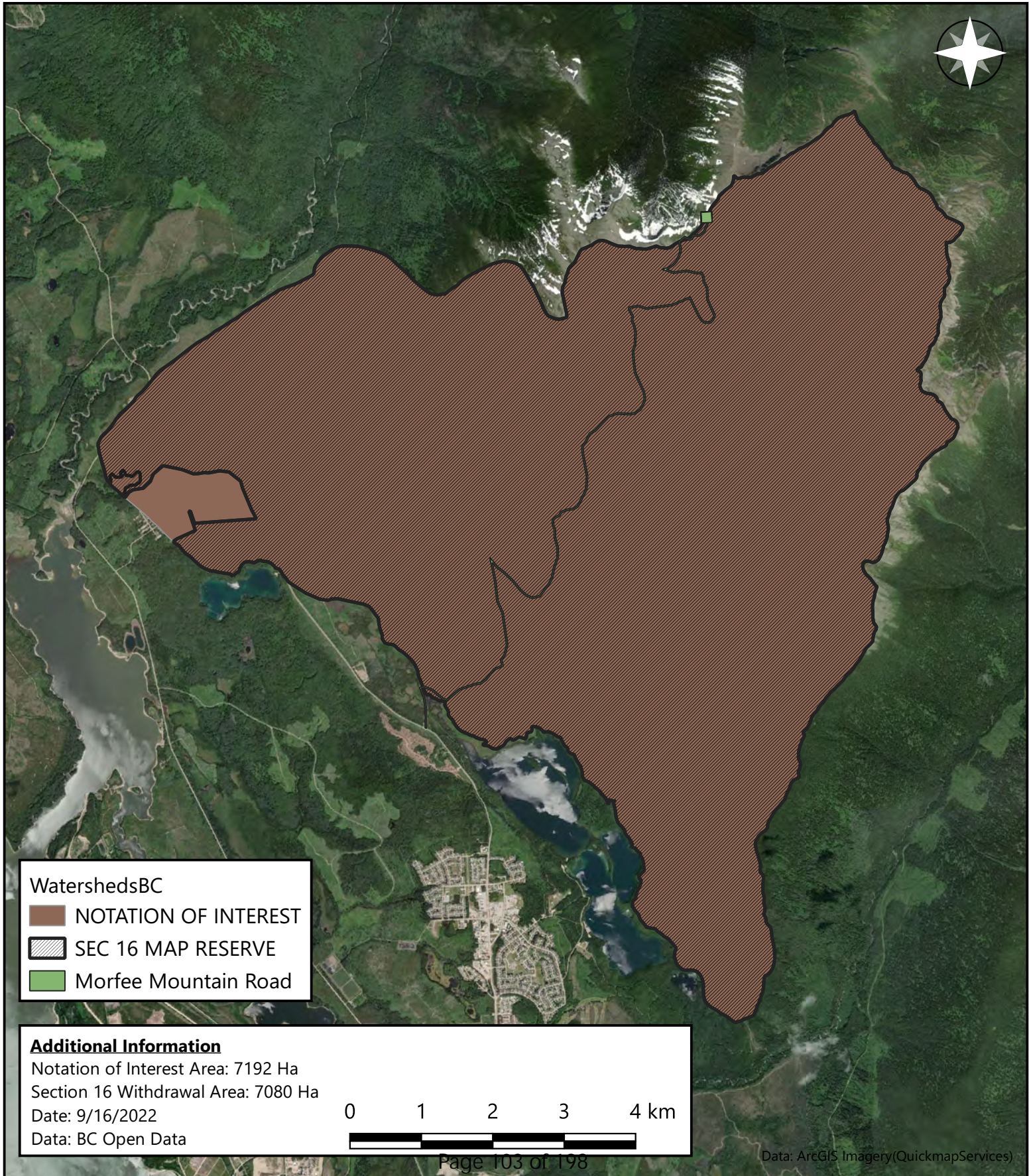


Luke Thorne
Land and Environmental Coordinator



Approved for Submission to Council

Attachment A - Section 16 Withdrawal Area Notation of Interest Area





British Columbia
Assets & Land Corporation

An agency of the government of British Columbia

ENTERED

2000.10.17 (C)

Our File: 7407461

Reserve: **977067**

Attention: Bernadette Aura

October 16, 2000

District of Mackenzie
Bag 340
Mackenzie, B.C. VOJ 2C0

Attention: S. Brian Ritchie, CMC, Clerk Administrator

NOTICE OF ESTABLISHMENT OF A NOTATION OF INTEREST

The Crown land outlined in red on the attached map, covering unsurveyed Crown land northeast of Mackenzie, containing 14,000 hectares, more or less, is established as a Notation of Interest for as long as it is required by your agency. This Notation covers the same area as the Community Watershed Reserve currently in place for Water Management Branch. We have created a Notation of Interest in your name so that you will be included in the referral process in the event of new land use applications within this area.

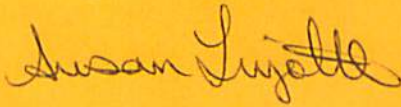
As a result of setting work priorities we are unable to continue the practice of reviewing reserves at predetermined intervals.

Consequently, all Section 16 Map Reserves and Notations of Interest will continue indefinitely, within the Omineca/Peace Region, until such time as your agency is notified of the need to review the reserve or notation. Any consideration to amend or cancel a reserve or notation would be done with prior consultation with your agency.

To ensure the Land Act Reserves and Notations over Crown Land are only maintained where necessary, your agency can assist by notifying this office when it has been determined that a reserve is no longer necessary, or that it can be amended to meet your specific needs.

This Notation of Interest is issued to you on the understanding that no consultation or investigation has taken place to determine if there are any aboriginal rights associated with this land. Any consultation/investigation prior to any development is your responsibility. The Heritage Conservation Act legally protects historical artifacts. Should you discover any historical artifacts, please cease development until you have contacted and received direction from the Provincial Archaeology Branch.

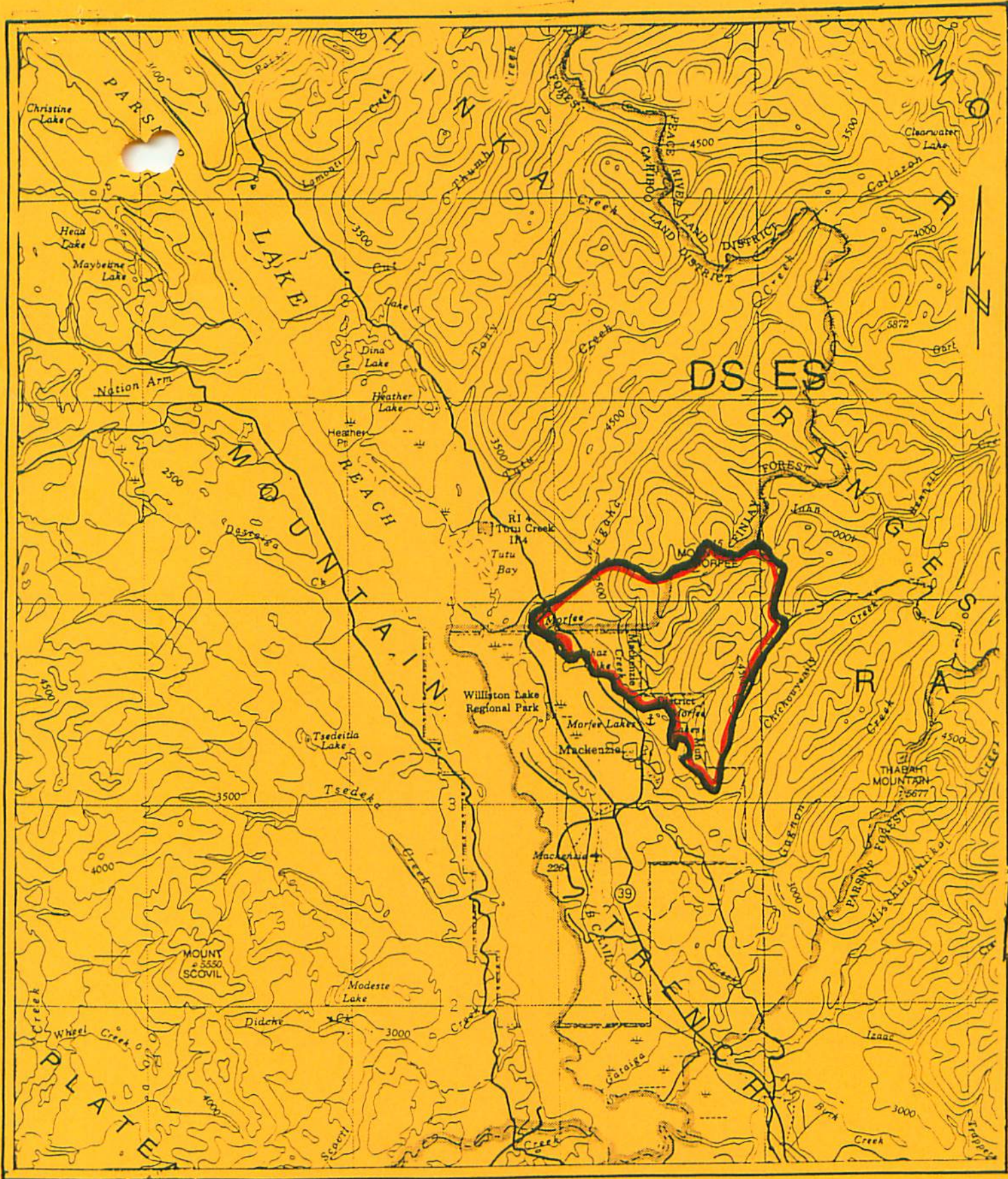
Your July,



for Laila Cole
Senior Examiner
Omineca-Peace Region (Omineca)

/btj
Enc.

Photocopies: Crown Land Registry Services Branch, Victoria, BC
Ministry of Forests, Bag 5000, Mackenzie, B.C. VOJ 2CO



**British Columbia
Assets & Land Corporation**

An agency of the government of British Columbia

File: 7407461
 Scale: 1:250,000
 Map Ref: 930
 Area: 14,000 = ha.
 Photo No:

Attachment C

Summary of Land Act Instruments

Reserves, Withdrawals from disposition, Conditional withdrawals, and Prohibition of use are designations established by the ministry responsible for the Land Act on behalf of its provincial and federal partners to constrain or hold Crown land for broader government objectives.

TYPE OF INSTRUMENT	PURPOSE AND USE:	TERM:
Withdrawal (S.16 Land Act)	<ul style="list-style-type: none"> • Absolute withdrawal of Crown land from disposition • May be used to support a government objective or activity such as: <ul style="list-style-type: none"> ○ Treaty transfers, federal short-term use or on the path to Transfer of Administration and Control; MOTI short term road maintenance or other provincial ministry's path to transfer of Administration; temporary exclusion of dispositions while the land parcel is being considered in decision processes related to high value recreation or conservation objectives 	<ul style="list-style-type: none"> • A maximum term of 5 years is applied to S.16 Withdrawals. <ul style="list-style-type: none"> • The term can be made for a longer period if the federal Crown requires additional time to complete the subsequent Transfer of Administration and Control or the provincial receiving agency provides a rationale as to why it needs to be longer. – see Land Use Policy – Land and Management Transfers • A withdrawal with a term longer than 10 years is subject to a mandatory review every 5 years.
Conditional withdrawal (S.17 Land Act)	<ul style="list-style-type: none"> • Withdraws Crown land from dispositions, except for a designated use and compatible uses; land applications compatible with the designated use may be entertained such as: hiking trails and local recreational use; long term scientific measurement, conservation or restoration projects that can accommodate other uses; Mountain-tops or heights of land with a strategic importance; Crown foreshore for log handling 	<ul style="list-style-type: none"> • The standard term is 10 years but can be up to a maximum of 30 years if rationale is provided. • A Conditional withdrawal with a term longer than 5 years is subject to a mandatory review every 5 years.
Notation of Interest (NOI)	A recognition of interests by a Ministry or agency recorded on reference maps	<ul style="list-style-type: none"> • The term for the notation of interest can be for a maximum of 10 years.

	<ul style="list-style-type: none"> • Land applications are referred to the agency whose interest has been recorded, to provide input to the adjudication process • Notations may be placed over areas covered by reserves or designations • Examples include salt licks, heritage sites, application only areas for private moorage, trapline cabins 	<ul style="list-style-type: none"> • An NOI with a term longer than 5 years, is subject to a mandatory review every 5 years.
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COUNCIL REPORT

To: Mayor and Council
From: Recreation Services
Date: September 19, 2022
Subject: Community Bike Park Asphalt Pump Track & Plaza

RECOMMENDATION:

THAT Council changes the scope and awards Axis Mountain Technical Inc. the contract to provide an asphalt pump track and plaza for the community bike park at an additional cost of \$54,137.72 plus GST;

AND THAT Council terminate the Little Mac improvements contract with Cordwood Industries.

BACKGROUND:

At the Regular Meeting on June 13, 2022, Council awarded Axis Mountain Technical Inc., Cordwood Industries, and Diggers Impact, the community bike park and Little Mac construction, ground works, and landscaping contracts, but did not approve the asphalt pump track and plaza for the community bike park.

At that same meeting, Council approved a letter of support towards South Peace Mackenzie Trust to apply for funding towards the park to help offset the District's contribution. The District was successful in receiving \$250,000 towards the project.

This contribution brought the District of Mackenzie's total investment down to \$9,770 (Budget A) for the signature trail, community bike park and ski hill upgrade projects.

As a result, staff are now asking Council whether they would reconsider the asphalt pump track and plaza. This is due to the additional funds secured, the increased use the park would receive and the reduction in on-going maintenance. The current recommendation would see the District contribute \$54,137.72 for a total of up to \$63,907.72 (Budget B) for all upgrade projects and reduce maintenance costs on the park going forward.

Budget A – Current Budget:

Funder	Approved Funding	% of Total Project
Province of BC	\$500,000	54%
District of Mackenzie	\$9,770	1%
NDIT	\$90,000	10%
CNC Legacy Forest	\$45,000	5%
Coastal GasLink	\$25,000	3%
NEW South Peace Mackenzie Trust	\$250,000	27%
TOTAL	\$919,770	100%

Budget B - Recommended Budget:

Funder	Approved Funding	% of Total Project
Province of BC	\$500,000	52%
District of Mackenzie	\$63,908	7%
NDIT	\$90,000	9%
CNC Legacy Forest	\$45,000	5%
Coastal GasLink	\$25,000	3%
NEW South Peace Mackenzie Trust	\$250,000	26%
TOTAL	\$973,908	100%

BUDGETARY IMPACT:

\$54,137.72 allocated from Capital Deferred Revenue

NEXT STEPS / PROJECT UPDATE

Community Park - The lot has been cleared, with most of the drainage and sewer work now complete. The jump track is being shaped and pump track/plaza has been outlined with an estimated completion date of November 1 for the bike park features. Final landscaping, pathways, trees and benches to be completed in the spring. If the asphalt work is approved, it would also be completed in the spring.

Little Mac – Unfortunately, the current contractor has informed us that they are no longer able to complete the work on Little Mac. Staff have pulled together a plan B commencing on October 3, 2022. The plan will follow the purchasing policy and the total budget will remain as approved by Council. Estimated completion date for the fire pit and seating area is December 1, 2022 with a shelter to be added later.

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.

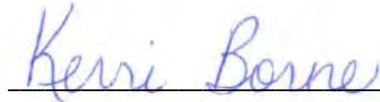
Strong Governance and Finances

- 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.

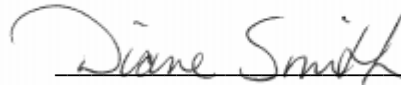
Respectfully Submitted,



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: September 22, 2022
Subject: Lot 10 Disposition – Omineca Growers Society

RECOMMENDATION:

THAT Council approves the gifting of LOT 10 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189 to the Omineca Growers Society on substantially the same terms and conditions contained in the Agreement of Purchase of Sale, Right of First Refusal Agreement, and Covenant attached.

BACKGROUND:

At the Regular Meeting of August 22, 2022, Council approved gifting Lot 10 District Lot 12479 Cariboo District Plan EPP35189 to the Omineca Growers Society for agricultural operations and associated uses.

Council requested that the agreement include a first right of refusal clause, which, in the event the Omineca Growers Society were to dissolve or the property was no longer used for the intended purpose, that the land would be given back to the District for resale.

Based on feedback received, staff have prepared the attached draft sale agreements for Council's consideration. The sale documents include:

- Agreement of Purchase of Sale
- Right of First Refusal Agreement
- Covenant restricting use of the property for agricultural purposes in alignment with our Zoning Bylaw, along with the accessory uses of "Accessory Building", "Accessory Dwelling Unit", and "Storage Yard" as per the definitions of the Zoning Bylaw.



Staff are recommending the addition of the accessory uses to ensure, like other property owners in the light industrial lots, that they can build storage sheds, store equipment on site, and have security or caretakers on site if required.

PROPERTY USE

The primary uses registered in the covenant on this lot would be as follows:

AGRICULTURE means the primary production of farm products such as wheat or other grains, vegetables, fruits, greenhouses, plant nurseries, orchards, vineyards or other field crops and commercial bee keeping operations.

AGRICULTURE, INTENSIVE means the primary production of farm products such as dairy and/or poultry products, cattle, hogs, sheep or other animals, wheat or other grains, vegetables, fruits, greenhouses, plant nurseries, orchards, vineyards, mushrooms or other field crops. This includes feedlots and the slaughtering and processing of animals reared on the premises.

COMMERCIAL GREENHOUSE means a commercial use for the display and retail sale of plants grown either on or off of the premises, garden and landscaping materials and supplies, garden furniture and includes the sale of incidental refreshments while the greenhouse is open to the public, and the sale of seasonal fresh fruit and produce.

FARM GARDEN STAND means an accessory building or structure used for retailing agricultural products produced on a farm.

The accessory uses would be as follows:

ACCESSORY BUILDING means a building or structure that is incidental to, secondary to, or exclusively devoted to the principal use, building or structure permitted by this Bylaw on the same parcel. An accessory building or structure may be located on the common property in a bare land strata plan or on a strata parcel in that strata plan. Accessory buildings exclude heat pumps and other mechanical or electrical equipment, gas meters or propane tanks that are permanently affixed to a building or structure by way of plumbing or other duct work.

ACCESSORY DWELLING UNIT means a self-contained dwelling unit located within a principal building or in an accessory building on the same parcel as a principal commercial, industrial or institutional building or use. Accessory dwelling units can only be used to provide accommodation for persons employed on the parcel, owner(s) of the parcel, or for a caretaker or operator associated with a commercial, industrial or institutional use on the parcel. An accessory dwelling unit does not include a suite and can only accommodate 2 or less persons.

STORAGE YARD means an area outside of an enclosed building where construction materials and equipment, solid fuels, logs, lumber and new building materials, monuments and stone products, public service and utility equipment or other goods, materials, products, vehicles, equipment or machinery are stored, baled, piled, handled, sold, or distributed. A storage yard does not include an automobile wrecking yard, a display yard, or a junkyard.

The storage yard use, of anything not of agricultural purpose accessory to the greenhouse operations, would be restricted to only 10% of the property.

These definitions are from the District's Zoning Bylaw 1368, 2017. The permitted uses listed in the covenant registered on title would align with these definitions.

NEXT STEPS:

If Council provides approval to move forward on substantially the same terms and conditions contained in the draft agreement attached, staff will work with Omenica Growers Society to finalize and complete the transfer.

As required by the *Community Charter*, public notices would be sent out to residents regarding the transfer as well as gifting of the lot.

BUDGETARY IMPACT:

Gifting the property results in no sales revenue, however the District would see additional tax revenue in 2023 in which it was not previously receiving.

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.

Economic Vitality

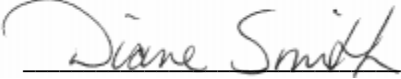
- The District is a leader on efforts aimed at diversifying the community's economy, supporting local businesses, and attracting new investment to the community. Diversification, a strong business sector and new investment are key to our economic vitality.



Respectfully Submitted,



Emily Kaehn
Director of Corporate Services



Approved for Submission to Council

CONTRACT OF PURCHASE AND SALE

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

BETWEEN:

DISTRICT OF MACKENZIE

Bag 340
Mackenzie, BC V0J 2C0

(the "**Vendor**")

OF THE FIRST PART

AND:

OMINECA GROWERS SOCIETY

Society Number: S0076067
P.O. Box 11
Mackenzie, BC V0J 2C0

(the "**Purchaser**")

OF THE SECOND PART

WHEREAS:

- A. The Vendor is the owner of freehold title to the Lands.
- B. The Vendor has agreed to dispose and the Purchaser has agreed to accept all of the Vendor's right, title, and interest in and to the Lands on the terms and conditions set out in this Agreement, including on the condition that the Purchaser grant to the Vendor a section 219 covenant restricting the use of the Lands to agricultural purposes and grant the Vendor a right of first refusal.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

"**Agreement**" means this Agreement, including its Recitals and Schedules.

"Closing Date" means [REDACTED] or such earlier date as the parties may agree in writing.

"Contaminants" means any explosives, radioactive materials, asbestos materials, urea formaldehyde, chlorobiphenols, hydrocarbon contaminants, underground or above ground tanks, pollutants, contaminants, hazards, corrosive or toxic substances, special waste, hazardous waste or waste of any kind or any other substance the storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws.

"Covenant" means the section 219 Covenant attached as Schedule "B" to this Agreement.

"Environmental Laws" means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Lands, now or hereafter in force with respect in any way to the environment, health or occupational health and safety, product liability or transportation of dangerous goods, including all applicable guidelines and standards with respect to the foregoing as adopted by any of those governmental authorities from time to time and the principles of common law and equity.

"Lands" means the land situate in Mackenzie, British Columbia legally described as:

PID: 029-238-862

Lot 10 District Lot 12479 Cariboo District Plan EPP35189;

"Permitted Encumbrances" means all liens, charges, and encumbrances listed in the title search attached as Schedule "A", together with the exceptions and reservations listed in section 23(2) of the *Land Title Act*.

"Purchase Price" means the sum of one dollar (\$1.00), excluding Federal Goods and Services Tax ("GST"), Property Transfer Tax, or like charges.

"Right of First Refusal and Option to Purchase" means a right of first refusal and option to purchase in the form attached as Schedule "C" to this Agreement.

2.0 PURCHASE AND SALE

2.1 The Purchaser agrees to purchase from the Vendor, and the Vendor agrees to sell to the Purchaser, on the terms and conditions contained in this Agreement, a good and marketable freehold title to the Lands, free and clear of all liens, charges and encumbrances, except for the Permitted Encumbrances, the Right of First Refusal and Option to Purchase, and the Covenant.

2.2 The Purchase Price

The Purchaser will pay the Purchase price to the Vendor by payment to the Vendor's solicitor on the Closing Date in accordance with Article 6.0.

2.3 Tender

Tender or payment of monies by the Purchaser to the Vendor under this Agreement must be by bank draft, certified cheque, or Solicitor's or Notary's trust cheque.

2.4 Adjustments

The Vendor and Purchaser will make any adjustments to and including the Closing Date with respect to real property taxes, utilities, rents, and all other items normally adjusted between a vendor and purchaser on the sale of similar property as of the Closing Date.

2.5 Covenant and Right of First Refusal/Option to Purchase

- (a) The Covenant and the Right of First Refusal and Option to Purchase in favour of the Vendor shall be registered against the title to the Lands on the Closing Date concurrently with the transfer of title of the Lands to the Purchaser.
- (b) At its own expense, the Purchaser must do everything necessary to secure priority of registration and interest of the Covenant and the Right of First Refusal and Option to Purchase over all registered and pending charges and encumbrances of a financial nature against the Lands.

3.0 REPRESENTATIONS AND WARRANTIES

3.1 The Purchaser represents and warrants to the Vendor that as of the date of this Agreement and the Closing Date, the Purchaser is a body corporate duly incorporated and validly existing under the laws of British Columbia and duly qualified to purchase and own the Property and the Purchaser has full power, authority and capacity to enter into this Agreement and carry out the transactions contemplated herein, and any action required to allow the Purchaser to carry out the transactions contemplated hereby have been duly and validly authorized by all necessary corporate proceedings.

3.2 The Vendor represents and warrants to the Purchaser that as of the date of this Agreement and the Closing Date:

- (a) the Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (b) the Vendor is the registered and beneficial owner of the Lands, and has good and marketable title to the Lands free and clear of all liens, charges, and encumbrances except for the Permitted Encumbrances;

- (c) no lien under the *Builders Lien Act* exists or is claimed with respect to the Lands nor any part of the Lands;
 - (d) to the best of the Vendor's knowledge, the Vendor is not in possession of any environmental site assessments or similar reports or records concerning the Lands that indicate the presence of any Contaminants.
- 3.3 Except as expressly stated in section 3.2, the Vendor makes no representations or warranties with respect to the Lands.
- 3.4 Without limitation, the Vendor makes no representations or warranties with respect to:
- (a) the compliance of the Lands with Environmental Laws, or the presence or absence of any Contaminants;
 - (b) the sub-surface and soil conditions of the Lands and their suitability for the Purchaser's intended use of the Lands;
 - (c) the availability of water and sanitary sewer services for the Lands (and the Purchaser hereby confirms its understanding that the Purchaser will need to provide and install, at its cost, an on-site sewerage system and groundwater well in accordance with applicable Provincial regulations), or the cost of providing or extending utilities to the Lands such as electrical, telecommunications and natural gas services that may be required for the use and development of the Lands; and
 - (d) the zoning regulations or other municipal bylaws, or any statute or regulation of a governmental authority having jurisdiction that apply to the Lands or to the Purchaser's intended use of the Lands.

Except where expressly stated otherwise in this Agreement, the Vendor is transferring the Lands to the Purchaser on an "as is, where is" basis. Without limiting the foregoing the Purchaser acknowledges that it has used and hereafter will use its own due diligence, resources and independent investigations to satisfy itself fully on every aspect, matter, information or thing relating to, or in connection with, the Lands.

4.0 CONDITIONS

4.1 Condition Precedent – Vendor

The obligation of the Vendor to complete the purchase and sale of the Lands on the Closing Date is subject to the following conditions precedent being satisfied on or before **INSERT DATE:**

- (a) notice of disposition of the Lands having published by the Vendor in accordance with

section 26 of the *Community Charter*; and

- (b) approval of the Council of the District of Mackenzie in its sole discretion of the sale of the Lands.

4.2 The conditions precedent in section 4.1 may not be waived. If the conditions precedent are not fulfilled within the time therein provided then the Purchaser's obligation to purchase the Lands and the Vendor's obligation to sell the Lands will be at an end.

4.3 In consideration of Ten (\$10.00) Dollars non-refundable paid by the Vendor to the Purchaser and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Purchaser, the Purchaser agrees not to revoke its acceptance of the terms of this Agreement while it remains subject to any of the conditions precedent in section 4.1.

4.4 Conditions Precedent – Purchaser

The obligation of the Purchaser to complete the purchase of the Lands on the Closing Date is subject to the following conditions precedent being satisfied or waived by the Purchaser on or before the dates set out below:

(a) [Purchaser to insert any conditions precedent]

4.5 The conditions precedent in section 4 are for the Purchaser's sole benefit and each may be waived unilaterally by the Purchaser, at the Purchaser's election. If the Purchaser does not give the Vendor notice of the satisfaction or waiver of all of such conditions precedent within the time therein provided, then the Purchaser's obligation to purchase the Lands will be at an end.

4.6 In consideration of Ten (\$10.00) Dollars non-refundable paid by the Purchaser to the Vendor and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Vendor, the Vendor agrees not to revoke its acceptance of the Purchaser's offer contained herein while this Agreement remains subject to any of the conditions precedent in section 4.4. The parties agree that this Agreement will become an unconditional contract for sale and purchase of the Property upon the satisfaction or waiver of all of the conditions precedent in section 4.4.

4.7 The parties agree that this Agreement will become an unconditional contract for sale and purchase of the Property upon the satisfaction or waiver of all of the conditions precedent in sections 4.1 and 4.4.

5.0 RISK/POSSESSION

5.1 The Passing of Risk

The Lands are at the risk of the Vendor until completion of the closing under section 6.0.

5.2 Possession

The Purchaser shall have the right to vacant possession of the Lands on the Closing Date, subject only to the Permitted Encumbrances, the Right of First Refusal and Option to Purchase, and the Covenant, upon completion of the sale and purchase of the Lands.

6.0 CLOSING PROCEDURE

6.1 The Closing

The closing of the purchase and sale of the Lands will occur on the Closing Date.

6.2 Vendor's Documents

Before the Closing Date, the Vendor's solicitor will prepare the following for execution by the Purchaser:

- (a) a certificate regarding GST registration and status; and
- (b) such other documents and assurances as may be reasonably required by the Vendor to give full effect to the intent and meaning of this Agreement.

6.3 Purchaser's Documents

Before the Closing Date, the Purchaser's solicitor will prepare the following for execution by the Vendor:

- (a) a Form A Freehold Transfer (the "**Transfer**") transferring the Lands to the Purchaser free and clear of all liens, charges, and encumbrances except for the Permitted Encumbrances;
- (b) the Covenant and the Right of First Refusal and Option to Purchase, both in registrable form executed by the Purchaser and any financial chargeholders;
- (c) a certificate regarding GST registration and status;
- (d) the Vendor's Statements of Adjustments; and

- (e) such other documents and assurances as may be reasonably required by the Purchaser to give full effect to the intent and meaning of this Agreement.

6.4 Delivery of Closing Documents

The closing documents referred to in section 6.2(a) to 6.2(b) will be executed by the Purchaser and delivered to the Vendor's solicitors at least three (3) days before the Closing Date.

The closing documents referred to in section 6.3(a) to 6.3(d) will be executed by the Vendor and delivered to the Purchaser's solicitors at least three (3) days before the Closing Date.

6.5 Payment in Trust

On or before the Closing Date the Purchaser will pay to the Purchaser's solicitors, in trust, the balance of the Purchase Price under section 2.20, as adjusted under section 2.4.

6.6 Registration

Following the payment in section 6.5 and after receipt by the Purchaser's solicitors of the documents and items referred to in section 6.2 and receipt by the Vendor's solicitors of the documents referred to in section 6.3, if any, the Purchaser will cause the Purchaser's solicitors to file the Transfer on the Closing Date.

6.7 Closing

Promptly following the filing referred to in section 6.6 and upon the Purchaser's solicitors being satisfied, after conducting a post application search, that in the normal course of the Land Title Office's registration procedures the Purchaser will have a good and marketable freehold title to the Lands subject only to the Permitted Encumbrances, the Right of First Refusal and Option to Purchase, and the Covenant, the Purchaser will cause the Purchaser's solicitors to make available to the Vendor's solicitors a trust cheque for the balance of the Purchase Price under section 2.20, as adjusted under section 2.4.

6.8 Concurrent Requirements

It is a condition of this Agreement that:

- (a) all requirements of this article 6.0 are concurrent requirements,
- (b) the Form A Transfer, the Right of First Refusal and Option to Purchase, and the Covenant are submitted for registration on an all or nothing basis;
- (c) that the closing documents delivered pursuant to section 6.4 will be held in trust by the solicitors for the Vendor and Purchaser, respectively, until the completion of the

sale and purchase of the Lands on the Closing Date;

- (d) nothing will be completed on the Closing Date until everything required to be paid, executed and delivered on the Closing Date has been so paid, executed and delivered and until the Purchaser's solicitors have satisfied themselves as to the Purchaser's title under section 6.7.

6.9 Discharge of Vendor's Encumbrances

The Purchaser acknowledges and agrees that if the Vendor's title to the Lands is subject to any financial encumbrances which is required to be discharged by the Vendor, the Vendor will not be required to clear title before the receipt of the net sales proceeds but will be obligated to do so within a reasonable time following closing and the Purchaser will cause its solicitors to pay the balance of the adjusted Purchase Price to the Vendor's solicitors in trust on their undertaking to discharge any such financial encumbrance in accordance with the Canadian Bar Association (BC Branch, Real Property Section) Standard Undertakings.

6.10 Election

If on the Closing Date the Vendor is in default in any material respect under any of the covenants and agreements to be observed or performed by the Vendor under this Agreement, the Purchaser may elect not to complete the purchase of the Lands under this Agreement or to complete the purchase of the Lands under this Agreement, in either case without prejudice to any rights or remedies the Purchaser may have in respect of the Vendor's breach or default.

6.11 Financing

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Closing Date, may wait to pay the Purchase Price to the Vendor until after the Transfer and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and (c) made available to the Vendor, a Lawyer's or Notary's undertaking to pay the Purchase price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings.

7.0 MISCELLANEOUS

7.1 Time

Time is of the essence of this Agreement and the transactions contemplated in this Agreement notwithstanding the extension of any of the dates under this Agreement.

7.2 Relationship of the Parties

Nothing in this Agreement shall be construed so as to make the Purchaser a partner of the Vendor for any purpose and this provision shall survive the Closing Date or the termination of this Agreement.

7.3 Notices

(a) Each notice sent pursuant to this Agreement ("Notice") shall be in writing and shall be sent to the relevant Party at the relevant address or e-mail address set out below. Each such Notice may be sent by registered mail, by commercial courier, or by electronic mail.

(b) The Contact Information for the parties is:

District of Mackenzie Bag 340 Mackenzie, BC V0J 2C0 Attention: Emily Kaehn Director of Corporate Services ekaehn@districtofmackenzie.ca	Omineca Growers Society P.O. Box 11 Mackenzie, BC V0J 2C0 Attention: Name Title Email
With a copy to:	With a copy to:

(c) If normal mail service or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof.

7.4 Further Assurances

Each of the parties shall, at the expense of the other party, execute and deliver all such further documents and do such further acts and things as the other party may reasonably request from time to time to give full effect to this Agreement.

7.5 Non-merger

None of the provisions of this Agreement shall merge in the transfer of the Property or any other document delivered on the Closing Date, and the provisions of this Agreement shall survive the Closing Date.

7.6 Payment of Fees

Each party shall pay its own legal fees. The Purchaser shall be responsible for all registration fees payable in connection with the registration of the transfer of land referred to in paragraph 6.6.

7.7 Site Disclosure Statement

The Purchaser hereby releases the Vendor from all requirements to provide a Site Disclosure Statement.

7.8 Goods and Services Tax

The Purchase Price does not include GST. On the Closing Date, the Purchaser will pay to the Vendor, in addition to the Purchase Price, the amount of GST eligible in respect of the transactions contemplated in this Agreement or, if the Purchaser is registered for GST purposes on the Closing Date, the Purchaser may self-assess the GST and account directly to the Canada Revenue Agency therefor, if the Purchaser provides the Vendor with a certificate signed by an officer of the Purchaser confirming the Purchaser's registration number and the Purchaser's registered status.

7.9 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, and other legal representatives and, to the extent permitted in this Agreement, their respective successors and assigns.

7.10 No Derogation from Statutory Powers

Nothing in this Agreement shall be interpreted as prejudicing or impairing the Vendor in the exercise of any statutory legislative powers under the *Local Government Act*, the *Community Charter* or any other enactment all of which may be exercised as if this Agreement had not been executed. Provided that the foregoing shall not restrict or limit the rights and remedies of the Purchaser resulting or arising from a breach or non-performance of the terms of this Agreement by the Vendor.

7.11 Extended Meanings

Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders.

7.12 Headings

The headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

7.13 Applicable Law

This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia.

7.14 Waiver

Except as may be specifically agreed in writing, no action or failure to act by a party to this Agreement shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

7.15 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and contains all of the representations, warranties, covenants and agreements of the respective parties, and may not be amended or modified except by an instrument in writing executed by all parties. This Agreement supersedes all prior agreements, memoranda, and negotiations between the parties.

7.16 Schedules

Schedules attached to this Agreement form part of this Agreement.

7.17 Counterpart

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

In Witness Whereof the Purchaser and Vendor have executed this Contract of Purchase and Sale.

OMINECA GROWERS SOCIETY, by its)
authorized signatory(ies):)
)
_____)
Printed Name:)
)
_____)
Signature:)

DISTRICT OF MACKENZIE, by its)
authorized signatory(ies):)
)
_____)
Printed Name:)
)
_____)
Signature:)

SCHEDULE "A"

Add Land Title Search

SCHEDULE "B"
Section 219 Covenant

[INSERT COVENANT]

Schedule "C"
Right of First Refusal and Option to Purchase

[Insert Right of First Refusal]

COVENANT

WHEREAS:

- A. The Transferor is the registered owner in fee-simple of those lands and premises located within the District of Mackenzie, in the Province of British Columbia, more particularly described as:
- PID 029-238-862
- Lot 10 District Lot 12479 Cariboo District Plan EPP35189
- (the "**Lands**");
- B. The Transferee is the District of Mackenzie;
- C. The Transferee agreed to transfer the Lands to the Transferor on the condition that the Transferor only use the Lands for agricultural purposes;
- D. The Transferor acknowledges that it is in the public interest that the development and use of the Lands be limited and wishes to grant this covenant to the Transferee;
- E. Section 219 of the Land Title Act provides that a covenant, whether of negative or positive nature, may be granted in favour of a municipality and may be registered as a charge against the title to land, and may contain provisions respecting the use of land.

NOW THEREFORE THIS AGREEMENT WITNESSES that under Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the Transferor by the Transferee (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1. In this Agreement the following words have the following meanings:
 - (a) "**Accessory Building**" means a building or structure that is incidental to, secondary to, or exclusively devoted to use of the Lands for Agricultural Purposes, For certainty an Accessory Building does not include a heat pump and other mechanical or electrical equipment, gas meter or propane tank that are permanently affixed to a building or structure by way of plumbing or other duct work.
 - (b) "**Accessory Dwelling Unit**" means a self-contained dwelling unit located within a principal building or in an Accessory Building on the Lands, that is used to provide accommodation for persons employed for Agricultural Purposes on the Lands, For certainty, an accessory dwelling unit does not include a suite.
 - (c) "**Accessory Use**" means a use that is incidental to, secondary to, or exclusively devoted

to the use of the Lands for Agricultural Purposes.

(d) **"Agricultural Purposes"** means:

- (i) the production of farm products such as wheat or other grains, vegetables, fruits, greenhouses, plant nurseries, orchards, vineyards, mushrooms or other field crops;
- (ii) commercial bee keeping operations;
- (iii) the production of dairy products or poultry products, or the raising of cattle, hogs, sheep or other animals; and
- (iv) commercial use within a structure or building for the display and retail sale of plants grown on the Lands, agricultural products grown on the Lands,;

(e) **"Storage Yard Purposes"** means an area outside of an enclosed building where construction materials and equipment, solid fuels, logs, lumber and new building materials, monuments and stone products, public service and utility equipment or other goods, materials, products, vehicles, equipment or machinery are stored, baled, piled, handled, sold, or distributed. A storage yard does not include an automobile wrecking yard, a display yard, or a junkyard.

2. The Transferor covenants and agrees with the Transferee that it shall not use or permit the use of the Lands or any building on the Lands for any purpose, construct any building on the Lands or subdivide the Lands except in strict accordance with this Agreement.
3. The Transferor shall only use and permit the use of the Lands for Agricultural Purposes.
4. Notwithstanding section 3 of this Agreement, if the Transferor is using or permitting the use of the Lands for Agricultural Purposes, the Transferor may:
 - (a) use the Lands for Accessory Uses;
 - (b) construct and use Accessory Buildings and an Accessory Dwelling Unit on the Lands;
 - (c) Use the Lands for the display and retail sale of plants grown off the Lands, garden and landscaping materials and supplies, garden furniture, and the incidental refreshments while any greenhouse is open to the public; and
 - (d) use up to ten percent of the area of the Lands for Storage Yard Purposes.
5. The Transferor may only construct an Accessory Dwelling Unit pursuant to section 4(b) of this Agreement if the Accessory Dwelling Unit is only designed to accommodate up to two people.
6. The Transferor may only use or permit the use of an Accessory Dwelling Unit pursuant to section 4(b) of this Agreement by up to two people.
7. The Transferor shall indemnify and save harmless the Transferee from any and all claims, causes

of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Transferee or which the Transferee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:

- (a) the breach of any covenant in this Agreement;
- (b) the use of the Lands contemplated under this Agreement; and
- (c) restrictions or requirements under this Agreement.

8. The Transferor hereby releases and forever discharges the Transferee of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Transferor can or may have against the Transferee for any loss or damage or injury, including economic loss, that the Transferor may sustain or suffer arising out of or connected with:

- (a) the breach of any covenant in this Agreement;
- (b) the use of the Lands contemplated under this Agreement; and
- (c) restrictions or requirements under this Agreement.

9. At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.

10. Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Transferee 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 Lands as if the Agreement had not been executed and delivered by the Transferor.

11. Time is of the essence of this Agreement.

12. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Lands.

13. It is mutually understood, acknowledged and agreed by the parties hereto that the Transferee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Transferor other than those contained in this Agreement.

14. The Transferor shall pay the legal fees of the Transferee in connection with the preparation and registration of this Agreement. This is a personal covenant between the parties.

15. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.

16. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
17. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
18. The enforcement of this Agreement shall be entirely within the discretion of the Transferee and the execution and registration of the Agreement against title to the Lands shall not be interpreted as creating any duty on the part of the Transferee to the Transferor or to any other person to enforce any provision of the breach of any provision of this Agreement.
19. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the Transferee as a first charge against the Lands.
20. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
21. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
22. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
23. This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement. This Agreement may be delivered by electronic means.

The Transferor and Transferee acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

RIGHT OF FIRST REFUSAL AGREEMENT

WHEREAS:

- A. The Transferor is the registered owner in fee simple of:

PID: 029-238-862

Lot 10 District Lot 12479 Cariboo District Plan EPP35189

(the "**Land**");
- B. The Transferee is the District of Mackenzie; and
- C. Under the terms of an agreement of purchase and sale, dated for reference ____, the Transferor agreed to grant a right of first refusal and option to purchase to the Transferee over the Land subject to the terms and conditions of this Agreement.

IN CONSIDERATION of the premises and the sum of \$10.00 now paid by the Transferee to the Transferor (the receipt and sufficiency of which is acknowledged by the Transferor), the parties agree as follows:

1.0 **Definitions**

1.1 In this Agreement,

"Agricultural Purposes" means:

- (a) the production of farm products such as wheat or other grains, vegetables, fruits, greenhouses, plant nurseries, orchards, vineyards, mushrooms or other field crops;
- (b) commercial bee keeping operations;
- (c) the production of dairy products or poultry products, or the raising of cattle, hogs, sheep or other animals; or
- (d) commercial use within a structure or building for the display and retail sale of plants grown on the Lands and agricultural products grown on the Lands;

"Arm's-length" has the same meaning as that term has in the Income Tax Act of Canada and amending Acts;

"Bona Fide Offer" means a bona fide arm's length written offer to purchase the Land which is acceptable to the Transferor or any offer to sell which the Transferor intends to make to a third party;

"Completion Date", for the purpose of Part 2.0 and Part 3.0 means the 30th day following the Notice Date, or if the Land Title Office is closed that day, the next day that office is open or such other dates as agreed by the parties or determined under this Agreement,;

"Election Period" means the periods of time referred to in section 2.4 and 3.5;

"Notice Date" means the day on which the Transferor is deemed by section 4.5 to have received written notice under section 2.4 or 3.3 of this Agreement;

"Option" means the option to purchase granted to the Transferee under Part 3.0 of this Agreement;

"Option Purchase Price" means \$1.00;

"Land" means the land described in item 2 of Part 1 of this General Instrument;

"Permitted Encumbrances" means the liens, charges and encumbrances set out in Schedule "A"

"Right of First Refusal" means the right of first refusal to purchase the Land described in Part 2.0 of this Agreement.

"Societies Act" means the Societies Act, SBC 2015, c. 18, as amended or replaced from time to time, or any similar legislation.

2.0 Right of First Refusal

2.1 The Transferor covenants and agrees that the Transferor will not pledge, sell or assign or in any way transfer any interest in the Land or any part of it to anyone other than the Transferee without first complying fully and completely with the terms, conditions and covenants of this Agreement.

2.2 The Transferor grants to the Transferee the Right of First Refusal, irrevocable within the time limited in this Agreement, to purchase the Land free and clear of all liens, charges and encumbrances save and except the Permitted Encumbrances.

- 2.3 If the Transferor receives or wishes to make a Bona Fide Offer then the Transferor will not accept or offer the Bona Fide Offer but will immediately deliver a true copy of it to the Transferee.
- 2.4 The Transferee shall have 30 days from its receipt of the Bona Fide Offer to deliver written notice to the Transferor that it intends to purchase the Land from the Transferor on the same terms and conditions as those set forth in the Bona Fide Offer, save and except as otherwise provided in this Agreement.
- 2.5 If the Transferee does not elect to acquire the Land from the Transferor by delivering written notice of its election to the Transferor within the Election Period the Transferor has the right to sell the Land to the person identified in the Bona Fide Offer, upon the same terms and conditions as set forth in the Bona Fide Offer, provided such sale completes within six (6) months following the expiration of the Election Period, but not otherwise, and failing such sale, the provisions of this Agreement will again apply.
- 2.6 If the Transferor receives or wishes to make an offer to purchase or sell the Land which is not bona fide, or not made at arm's length, or is for a price greater than the then prevailing fair market value of the Land then the Transferor will, in no circumstances, accept such an offer and the Transferee will not be required to elect whether or not to exercise its Right of First Refusal.
- 2.7 The provisions of this Agreement will apply regardless of whether the Transferor receives an offer to purchase a part of the Land or all of the Land.
- 2.8 If the Transferee does not exercise this Right of First Refusal and if the Transferor should transfer the Land to a third party, it is understood and agreed that this Right of First Refusal shall survive and continue as a binding encumbrance upon the Lands in favour of the Transferee notwithstanding that the Transferee did not exercise the Right of First Refusal in respect of that transfer or any subsequent transfer.

3.0 Option to Purchase

- 3.1 The Transferor grants to the Transferee an exclusive and irrevocable option within the time limited herein for acceptance to purchase the Land free and clear of all liens, charges and encumbrances save and except the Permitted Encumbrances, or the Option Purchase Price (the "**Option**").
- 3.2 The Transferee may exercise the Option if:
- (a) the Transferor ceases using the Lands for Agricultural Purposes for one year; or
 - (b) the Transferor is a body corporate and:

- i. passes a resolution resolving to be liquidated under the Societies Act or any similar legislation;
 - ii. passes a resolution resolving to be dissolved under the Societies Act or any similar legislation;
 - iii. is ordered by a court to be liquidated and dissolved under the Societies Act or any similar legislation;
 - iv. is liquidated or dissolved under the Societies Act or any similar legislation; or
 - v. fails to file an annual report with the Register of Companies for two consecutive years.
- 3.3 The Transferee may exercise the Option by delivering notice of exercise of the Option to the Transferor (the "Notice").
- 3.4 From and after the Notice Date, this Agreement and the Notice will together constitute a binding and enforceable contract between the Transferor and the Transferee for the purchase and sale of the Land in accordance with the terms and conditions of this Agreement.
- 3.5 The purchase price for the purpose of the Option shall be the Option Purchase Price.
- 3.6 The Transferor shall immediately notify the Transferee in writing upon the occurrence of any of the events specified in section 3.2 of this Agreement.

4.0 General

- 4.1 The Option and Right of First Refusal granted by this Agreement are effective until the date that is 80 years less a day after the date on which Form C referring to this Agreement is deposited for registration in the LTO, provided that if the perpetuity period for the Agreement as specified in the *Perpetuity Act* is increased or decreased in length than the term of this Agreement will be increased or decreased accordingly.
- 4.2 If the Transferee elects to acquire the Land pursuant to this Agreement, then:
- (a) the purchase and sale of the Land will complete on the Completion Date;
 - (b) the Transferee will be entitled to possession of the Land at noon on the Completion Date;

- (c) all adjustments of taxes, utilities and other items normally adjusted between a vendor and purchaser on the sale of similar commercial property shall be made with respect to the Land to and including the Completion Date. Real property taxes will be adjusted on the basis that current year taxes will be 10% higher than previous years' taxes but the parties will readjust 10 days after determination of the actual current year real property taxes;
- (d) the Land will be at the risk of the Transferor until 12:00 noon on the Completion Date;
- (e) all documentation required to convey the Land to the Transferee will be prepared by its solicitors and delivered to the solicitors for the Transferor at least five (5) business days before the Completion Date, and the Transferor will execute, in registrable form, all documents necessary to transfer title to the Land to the Transferee free and clear of all liens, charges and encumbrances except the Permitted Encumbrances;
- (f) the Transferor will execute and deliver to the Transferee such further documents and give such further assurances as the solicitors for the Transferee may require in order to carry out and give effect to the intent of this Agreement and the purchase and sale contemplated in this Agreement;
- (g) on or before the Completion Date the Transferee will pay to the Transferor the amount due to the Transferor under this Agreement, as adjusted under paragraph 4.2(c); and
- (h) on or before the Completion Date, the Transferee will cause its solicitors to file the Transfer to the Land in the Prince George Land Title Office.

4.3 After the delivery of Notice under paragraphs 2.4 or 3.3 until the Completion Date, the Transferor will:

- (a) permit the Transferee and its representatives to enter onto the Land and carry out such inspections, tests, studies, appraisals, surveys and investigations of the Land as the Transferee may reasonably require;
- (b) cause the Land to be maintained in the manner of a prudent owner;
- (c) maintain insurance coverage with respect to the Land in full force and effect until the Completion Date in such amounts and on such terms as would a prudent owner;
- (d) deliver originals or true copies of any available contract documents as they are executed;

- (e) not enter into or amend any contract with respect to the Land including, without limitation, leases or service contracts, before the Completion Date without the prior written approval of the Transferee;
- (f) provide the Transferee with continuing access to all records and other documents relating to the Land in the possession or control of the Transferor which are not delivered to the Transferee on or before the Completion Date;
- (g) grant authorizations reasonably required by the Transferee to authorize municipal or other governmental authorities to release information confirming compliance with laws, bylaws and other statutory and governmental regulations and with respect to potential statutory liens;
- (h) pay when due any indebtedness of the Transferor to any municipal or other governmental authority which, by operation of law or otherwise, becomes a lien, charge or encumbrance on the Land from and after the Completion Date, including without limitation, corporation capital taxes and workers' compensation payments; and
- (i) not modify, amend or cancel any of the Permitted Encumbrances without the prior written approval of the Transferee.

4.4 Time is of the essence of this Agreement.

4.5 Any notice required to be given under this Agreement will be in writing and will be deemed to have been received, if delivered on the date of delivery, or, if mailed by prepaid registered mail, on the fourth day following the date of mailing, addressed in the case of the Transferee to:

Bag 340
Mackenzie, BC V0J 2C0
Attn:

and in the case of the Transferor to:

Mackenzie BC V0J 2C0

4.6 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless such waiver is expressed in writing by the Transferee and the waiver by the Transferee of any such term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any

further or other breach of that or any other term, condition, covenant or other provision or this Agreement.

- 4.7 This Agreement extends to, is binding upon and enures to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.
- 4.8 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- 4.9 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 4.10 Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference includes a reference to any subsequent enactment of the Province of British Columbia of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.
- 4.11 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D pages 1 and 2 attached hereto.

SCHEDULE "A"

PERMITTED ENCUMBRANCES

1. All subsisting exceptions and reservations of rights, titles, interests and privileges contained in any previous Crown grant of the Land.
2. Section 219 Covenant between the Transferor and Transferee dated for reference **INSERT DATE**
3. Nature: COVENANT
Registration Number: CA3540454
Registration Date and Time: 2014-01-09 14:48
Registered Owner: DISTRICT OF MACKENZIE
Remarks: INTER ALIA
4. Nature: COVENANT
Registration Number: CA3540472
Registration Date and Time: 2014-01-09 14:48
Registered Owner: DISTRICT OF MACKENZIE
Remarks: INTER ALIA

COUNCIL REPORT

To: Mayor and Council
From: Administration
Date: September 19, 2022
Subject: Flag Display and Care Policy 1.25

RECOMMENDATION:

THAT Council adopts Flag Display and Care Policy 1.25.

BACKGROUND:

Flying flags at the half-mast position is a sign of respect and mourning for an individual or to mark a special day. It was identified that the District does not have a formal policy for flying the National, Provincial, or Municipal Flags at half-mast as well as the appropriate disposal of the flags once they come into disrepair. Staff are proposing the attached policy to ensure proper protocol is being followed in future.

COUNCIL PRIORITIES:

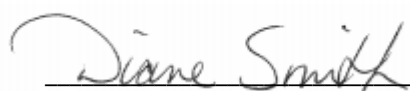
Strong Governance and Finances

- 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,



Emily Kaehn
Director of Corporate Services



Approved for Submission to Council

1.25: FLAG DISPLAY AND CARE POLICY

Established by Council on _____ – Resolution No. _____

PURPOSE

The purpose of this policy is to establish guidelines for flying the National Flag of Canada, the British Columbia Provincial Flag, and the Mackenzie Municipal Flag, at the municipal office building located at 1 Mackenzie Blvd., Mackenzie, BC, and any future flag display sites approved by Mayor and Council.

GENERAL

- A. The National Flag of Canada and the Municipal Flag will be flown at the municipal office in accordance with practices established by the Government of Canada.
- B. The British Columbia Provincial Flag will be flown at the municipal office in accordance with the practices established by the Province of BC.
- C. The National Flag of Canada will be flown at half-mast as a sign of mourning at the municipal office in accordance with the Rules for Half-Masting established by the Government of Canada.
- D. The British Columbia Provincial Flag will be flown at half-mast as a sign of mourning at the municipal office in accordance with the British Columbia Half-Masting Policy.
- E. The Municipal Flag will be flown at half-mast as a sign of mourning at the municipal office in accordance with the Rules for Half-Masting established by the Government of Canada, as well as upon the passing of a current Mayor, Councillor, Employee of the District of Mackenzie.
- F. The time-period for which the National Flag of Canada, the British Columbia Provincial Flag, and the Municipal Flag will be flown at half-mast in relation to the occurrences listed will be in accordance with the Rules for Half-Masting established by the Government of Canada.
- G. In the event of the passing of a current Mayor, Councillor, or Employee, the Municipal Flag will be flown at half-mast from the time of notification of death until sunset on the day of the funeral or the memorial service.

DISPOSAL OF FLAGS

- H. When the National Flag of Canada, the British Columbia Provincial Flag, or Municipal Flag becomes tattered and is no longer in a suitable condition for use, it should be destroyed in a dignified way by burning it privately in accordance with the established practises of the Government of Canada.

COUNCIL REPORT

To: Mayor and Council

From: Administration / Operations

Date: August 15, 2022

Subject: Garbage Rates and Regulations Bylaw Update

RECOMMENDATION:

THAT Council receives this report for information.

BACKGROUND:

At the Regular Meeting of June 8, 2020, Council received a presentation from the BC Conservation Officer Service (COS) regarding bear attractants in the community. A copy of the presentation has been attached for further information.

Since that time the COS has brought forward further concerns of wildlife encounters in the community and a lack of available enforcement tools. In addition, this spring, staff at the District saw multiple incidents of bear encounters with our commercial bins.

As such, in collaboration with the COS and with research of other communities, staff propose new provisions within the Garbage Rates and Regulations and Municipal Ticket Information Bylaws to encourage residents and businesses to better demonstrate bear awareness in the community. Additional changes include:

- New definitions for Wildlife, Wildlife Attractant, and Wildlife Resistant Enclosure
- Provisions addressing secure garbage cart storage
- Provisions addressing when garbage carts can be placed at the curb for pick-up
- Provisions addressing outdoor storage of wildlife attractants, antifreeze, paint, food products etc.
- Provisions addressing any issues with compost piles
- Provisions addressing fruit bearing trees and bushes
- Provisions addressing feeding wildlife
- Further definition of materials allowed to be placed in the garbage carts
- New provisions regarding the use, maintenance and securing of commercial bins

Additional Changes

While completing our review of the bylaw, staff recognized there also wasn't any language included for secondary suites. Residents with secondary suites have made multiple requests of the District for additional garbage bins, however, we have been unable to accommodate this due to a lack of regulation and fees in our bylaws. New provisions have been proposed to address this.

Lastly, several housekeeping items were completed, such as reorganizing provisions, adding headings, and updating definitions to align with other bylaws.

NEXT STEPS

A copy of the new Garbage Rates and Regulations Bylaw No. 1487, 2022 has been attached with the changes highlighted, for Council's consideration. A copy of the Municipal Ticket Information Amendment Bylaw No. 1488, 2022 with the new fines has also been attached. Both documents have been included in the Bylaw section of this agenda with a request for first three readings.

BUDGETARY IMPACT:

There is no anticipated impact to the budget for this request.

COUNCIL PRIORITIES:

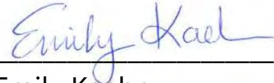
Community and Social Development

- 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.

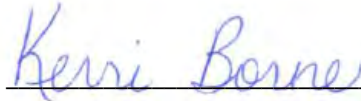
Environmental Sustainability

- 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 and business practices.

Respectfully Submitted,



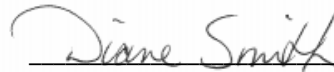
Emily Kaehn
Director of Corporate Services



Kerri Borne
Chief Financial Officer



Brennan McArthur
Public Works Manager



Approved for Submission to Council

DISTRICT OF MACKENZIE

Bylaw No. 1487

A bylaw to provide for the establishment and maintenance of a system for the collection, removal, and disposal of garbage and to prescribe the terms and conditions for the use of this system.

WHEREAS Council wishes to repeal the District of Mackenzie "Garbage Bylaw No. 1434, 2020" as amended, and wishes to adopt a new Garbage Rates and Regulations Bylaw;

AND WHEREAS the *Local Government Act* authorizes Council to operate any service that Council considers necessary or desirable;

AND WHEREAS the *Local Government Act* authorizes Council to impose a fee or charge payable in respect of all or part of a service of the municipality;

AND WHEREAS Council may, by bylaw, establish and maintain a system to collect, remove and dispose of garbage and prescribe terms and conditions on which persons may make use of the system and may compel payment of charges and impose penalties for failing to comply with the terms and conditions of the system.

AND WHEREAS the Community Charter authorizes the Council of the District of Mackenzie, by bylaw, to regulate, prohibit and impose requirements in relation to the protection and enhancement of the well-being of its community in relation to matters relating to nuisances, disturbances and other objectionable situations;

NOW THEREFORE Council of the District of Mackenzie, in open meeting, hereby enacts as follows:

REPEAL

1. Bylaw No. 1468, 2022, cited as "Garbage Bylaw No. 1468, 2022" and amendments thereto as it applies to the District of Mackenzie is hereby repealed.

DEFINITIONS

2. In this bylaw, unless the context otherwise requires:

"Bylaw Enforcement Officer" means the person or persons from time to time appointed by the District as Bylaw Enforcement Officer and includes a peace officer;

"Chief Financial Officer" means the Chief Financial Officer of the District of Mackenzie or their designate.

"Collection Cart" means a District of Mackenzie provided garbage collection cart.

"Commercial Container" means a specially designed Garbage receptacle fitted with equipment that enables it to be dumped mechanically by a garbage truck that may be used for Garbage;

"Composting" means a technique used to promote the decomposition of plant matter.

"Director of Operations" means the Director of Operations of the District of Mackenzie or their designate.

"District" means the District of Mackenzie

"Dwelling" shall mean any place used as a dwelling by one family but excludes any building containing commercial Properties.

"Garbage" shall mean and include any and all rejected, abandoned or discarded waste food, ashes, sweepings, packing, vegetable or animal food, crockery, glass or metalware, but does not include grass, trees, hedge clippings or other garden refuse. Garbage does not include Recyclables.

"Garbage Collection" means the collection of Garbage by the District under the provisions of this bylaw.

"Hazardous Material" shall mean any explosive, volatile or corrosive materials, pathogenic, radioactive or biomedical waste, biohazardous waste, inflammable materials, propane tanks, medications or pharmaceuticals, gypsum board, asbestos, paint cans, fuel, oil or other lubricant filters, tires, hot ashes, animal carcasses, yard waste, liquid wastes or sludges, appliances or power tools, lightbulbs or tubes, batteries, contaminated soils, or other material that may affect the health and safety of collection and disposal personnel.

"Municipality" shall mean the District of Mackenzie.

"Owner" means the registered Owner in fee simple of a Property and includes those persons defined as "Owner" in the *Local Government Act*.

"Occupant or Occupier" means a person occupying a Property within the District and includes the registered Owner of the Property where the Owner is the person occupying the Property or if the Property is unoccupied, and includes a person who is a boarder, roomer, lodger, or tenant;

"Property" means a parcel of land in the District upon which any building or group of buildings is located and includes strata lots and separately occupied or leased premises or Dwelling within a building.

"Recyclables" shall mean items which are designated by the Regional District of Fraser-Fort George as Recyclables i.e.: newspapers, flyers, phone books, catalogues, computer/office paper, grocery bags, non-waxed cardboard, corrugated cardboard, metal food and beverage containers.

"Secondary Suite" means accessory dwelling unit, suite attached, and suite detached as defined by the District of Mackenzie *Zoning Bylaw*.

"Trade Waste" shall mean refuse and accumulation of waste and abandoned material resulting from the operation of a trade or business, including paper, boxes and packing cases, wrapping materials, sweepings, and all inflammable materials of a like nature other than garbage and ashes and such trade waste shall consist chiefly of paper waste.

"Wildlife" means the same as defined by the *Wildlife Act*, and includes, but is not limited to Black Bear, Grizzly Bear, wolf, cougar, lynx, deer, wild cat, fox, coyote, raccoon, skunk, ravens, crow, wild turkey or domesticated animal running at large;

"Wildlife Attractant" means the same as defined by the *Wildlife Act*, and includes, but is not limited to food or liquid placed for consumption by birds, beverage containers, fruit and fruit trees, antifreeze, paint, food products, food waste, compost, and other edible products or waste that could attract Wildlife;

"Wildlife Resistant Enclosure" means a fully enclosed structure with no more than a 1 cm gap or opening at any location, containing four walls, a roof, and door(s) capable of being securely latched and of sufficient strength and design to prevent access by Wildlife."

AUTHORITY OF DIRECTOR OF OPERATIONS

3. Council authorizes the Director of Operations to administer the Garbage Collection service.

SERVICE ESTABLISHED

4. The District hereby establishes a service of Garbage Collection from residential and commercial Properties using Collection Carts, Commercial Containers, and mechanized collection vehicles.

5. The municipality is hereby authorized to establish, equip, maintain, and operate a system of Garbage Collection within the municipality under the control and direction of the Director of Operations or may enter into contracts with any person for all or part of the collection, removal and disposal of garbage.
6. Garbage Collection services will be provided on a schedule as determined and published by the Director of Operations, or designate.

GENERAL PROVISIONS

7. Every Owner or Occupant of a Property in the District shall comply with the provisions of this Bylaw.
8. The District will not collect Garbage from a Property unless the Owner or Occupier has placed the Garbage intended for collection in the appropriate Collection Cart or Commercial Container supplied by the District.
9. No person other than an employee, contractor or agent of the District shall tamper with, examine or remove any Garbage placed out for collection under this Bylaw.
10. No person shall deposit or leave any Garbage or other discarded material on any highway, public place or land other than the land on which the Garbage was generated.
11. All Garbage placed in a Collection Cart or Commercial Container must be contained in tightly secured bags.
12. An Owner or Occupier must not fill a Collection Cart or Commercial Container in their possession:
 - a. To the extent that the lid does not close and latch;
 - b. To the extent that the collector cannot easily empty the contents; or
 - c. In a way that is accessible by Wildlife.
13. No person shall at any time use any Collection Cart or Commercial Container for the disposal of any material other than that for which it was intended.

PROHIBITED GARBAGE

14. All material requiring removal which is not Garbage, as defined by the bylaw, is the responsibility of the Property Owner. The municipality reserves the right not to remove such material.
15. No person shall dispose of or permit the disposal of any of the following materials to any Commercial Container or Collection Cart:

- a. Recyclables;
- b. Yard Trimmings
- c. Hazardous Material
- d. Trade Waste
- e. Demolition, land clearing and construction waste;
- f. Any other substance that is in any way dangerous to persons receiving or handling it.

In addition, no person shall dispose of or permit the disposal of any commercial kitchen grease or used cooking oils into a Commercial Container.

RESIDENTIAL GARBAGE COLLECTION SERVICE

16. Collection Carts are assigned to a specific Property and shall remain with that Property at all times.
17. The municipality shall replace Collection Carts that are damaged, but will not be responsible for any Collection Carts that are lost.
18. Every Owner or Occupier of a Property must place all Collection Carts that the Owner or Occupier wishes to be collected against the curb or sidewalk immediately adjacent to the street fronting the Property between 5:30 am and 8:00 am on the day scheduled for collection.
19. An Owner or Occupier wishing that materials in a Collection Cart be collected by the District on the scheduled collection day must place the collection cart in a location free from obstructions at least one metre horizontally on all sides of the Collection Cart and three metres vertically above the Collection Cart.
20. Owners and Occupiers of a Property must not place Collection Carts out for Garbage Collection prior to 5:30 am on the scheduled collection day.
21. The Collection Cart must be readily accessible for Garbage Collection between the hours of 8:00 am and 5:00 pm on the date of collection.
22. Collection Carts must be removed from their collection location and stored on the Property within twenty-four (24) hours of Garbage Collection.
23. Where lanes do not exist, the Owner or Occupier shall be responsible for bringing the Collection Carts to the street boulevard, placing them as close to the curb as possible.
24. No person may place a Collection Cart on a street, lane or public place in a way that interferes with the ordinary travel or parking of vehicles and the passage of pedestrians.

25. Except on a day when Garbage is collected, every Owner or Occupant shall keep all Collection Carts on the Property of the Owner or Occupant and shall not store any such Cart in a location that encroaches on or projects over a highway or other public place.

26. The Director of Operations may authorize the placement of a Collection Cart in a location that does not comply with this Bylaw where reasonable under the circumstances.

27. No liquids shall be put in or be allowed to accumulate in any Collection Cart and all such Collection Carts shall be kept covered with water-tight lids.

28. Wet garbage shall be wrapped in paper before being deposited in a container.

29. Animal excreta must be placed in a separate plastic bag and deposited within the regular Collection Cart.

30. Every Owner or Occupant shall keep the area on the Property used for the storage of Collection Carts clean, sanitary and free from ponding water and loose Garbage.

COMMERCIAL GARBAGE COLLECTION SERVICE

31. If requested by an Owner and subject to availability, Commercial Containers will be assigned to a specific Property and shall remain with that Property at all times.

32. The municipality shall replace Commercial Containers that are damaged.

33. No liquids shall be put in or be allowed to accumulate in any Commercial Containers and all such Commercial Containers shall be kept covered with water-tight lids.

34. Wet garbage shall be wrapped in paper before being deposited in a container.

35. Animal excreta must be placed in a separate plastic bag and deposited within the regular Commercial Containers.

36. All material requiring removal which is not garbage, as defined by the bylaw, is the responsibility of the Owner or Occupier of the Property. The municipality reserves the right not to remove such material.

37. Every Owner or Occupant shall keep the area on the Property used for the storage of Commercial Containers clean, sanitary and free from ponding water and loose Garbage.

38. Every Owner or Occupant shall keep all Commercial Containers in a clean and sanitary condition and generally in good condition and repair, with the lids closed and secured at all times.

39. The Owner or Occupant of a Property shall ensure that Commercial Containers are located such that the District has unobstructed and unrestricted access for the purposes of collection.
40. The Director of Operations may authorize the placement of a Commercial Container in a location that does not comply with this Bylaw where reasonable under the circumstances.

WILDLIFE ATTRACTANTS

41. No person shall:
 - a. Store any Garbage or Wildlife Attractant in such a manner that it is accessible to Wildlife; or
 - b. Feed Wildlife.
42. A person storing Garbage that is a Wildlife Attractant in a Collection Cart or Commercial Container shall store the container in a Wildlife Resistant Enclosure or secure it by sufficient means to prevent access by Wildlife (i.e., ratchet straps or chains).
43. Every Owner or Occupier of Property shall ensure that a Collection Cart, Commercial Container, or Wildlife Resistant Enclosure on such Property is:
 - a. maintained in good condition and kept in a clean and sanitary condition;
 - b. kept closed and secure when Garbage is not being deposited or emptied; and
 - c. if damaged, repaired within 3 days of the damage occurring.
44. All methods of securing the Collection Cart or Commercial Container must be removed when the container is placed at the at the street boulevard or made available for scheduled Garbage Collection.
45. Every Owner or Occupier of Property shall ensure that fruit fallen from a tree or bush on such Property is removed from the ground of such Property at least every three days when fruit and nuts is on the ground of such Property.
46. Composting is exempt from the provisions of this Bylaw as long as it does not attract Wildlife. Non-plant-based material cannot be put into compost, including but not limited to, meat , dairy, bones, or grease.
47. Every Owner or Occupier of Property shall ensure that a bird feeder containing bird feed or liquid intended for consumption by birds on such Property is suspended on a cable or other device in such a manner that it is inaccessible to Wildlife.

48. Every Owner or Occupier of Property shall store or place an outdoor fridge or freezer containing food products on such Property in such a manner that is inaccessible to Wildlife.

49. Every Owner or Occupier of Property shall store antifreeze and paint on such Property in a manner that it is inaccessible to Wildlife.

FEES

50. Every Owner of Property shall make use of any disposal system established by the municipality and shall pay for the collection of garbage for Properties as herein provided.

51. (a) The user rates for the garbage collection services shall be billed bi-monthly, except for single-family and two-family dwelling user rates which shall be billed annually in conjunction with the municipal Property tax billing.
- (b) User rates for Garbage Collection services shall be due and payable to the District of Mackenzie and failure to receive mail will not be accepted as an excuse for not paying rates when due.
- (c) Where garbage collection services commence at any time other than the beginning of any billing period, the amount due and payable shall be pro-rated to exclude those days between the beginning of the billing period and the commencement date.
- (d) Where the charge for garbage collection services is cancelled or terminated prior to the end date of any given billing period, the amount due and payable shall be pro-rated to include only those days between the beginning of the billing period and the date of such termination or cancellation.
- (e) Any rate remaining unpaid on the due date for the period ending on the 31st day of December of any year shall be deemed to be taxes in arrears in respect of the Property concerned and shall forthwith be entered on the Property tax roll by the Chief Financial Officer as taxes in arrears.
- (f) A 10% penalty will be applied to any outstanding amount after the tax due date on the annual Property tax billing notice for single-family and two-family dwellings. Other consumers whose payment is received 42 days after the billing date will receive a 10% penalty.
- (g) An Owner of a parcel receiving services under this bylaw may apply for bi-weekly collection by submitting a written request to the Director of Operations. When the change in collection is requested, adjusted fees, where applicable, are payable in the amounts established under Schedule "A."

- (h) Requested changes made under section 11(g) are accepted only once annually. Any changes to the current calendar year must be submitted to the Director of Operations by the 1st of December of the previous year, to take effect on the 1st of January. If ownership of the Property changes, the new Owner will be granted a 60-day period to request a change in collection service.

52. Property Owners who have an approved permit for a Secondary Suite in their building file can request an additional Collection Cart to the Director of Operations by the 1st of December of the previous year, to take effect on the 1st of January. Any new permits issued for Secondary Suites throughout the calendar year will be granted a 60-day period to request an additional Collection Cart.

53. Rates for garbage collection services are set out in Schedule "A" and Schedule "B" attached hereto and forming part of this bylaw.

OFFENCE AND ENFORCEMENT

54. The municipality reserves the right to suspend collection service from properties where the facilities for receptacles are contrary to the provisions of this bylaw.

55. Any person who violates any of the provisions of this bylaw or who suffers or permits anything to be done in violation of this bylaw shall be deemed to have committed an offence and is punishable in accordance with the Offence Act; and each day on which the violation occurs shall be considered a separate offence.

56. The Director of Operations and any Bylaw Enforcement Officer of the District are authorized to enter onto the Property at all reasonable times to ascertain compliance with the provisions of this Bylaw.

57. It shall be unlawful for any person to prevent, obstruct or attempt to prevent or obstruct the Director of Operations or any Bylaw Enforcement Officer from carrying out their duties under this Bylaw.

58. A Property Owner or Occupier can be charged on a cost-recovery basis for the immediate clean-up of loose Garbage on the street and on their own Property as a result of unsecured Garbage being put out for collection.

NO LIABILITY

59. The District will not be liable for any damages suffered or costs incurred by any person by reason of the failure of the District to supply the collection and disposal of garbage collection service or by reason of the manner of the District supplying the garbage collection service.

SEVERABILITY

60. The provisions of this Bylaw are severable. If, for any reason, any provision is held to be invalid by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining provision of this Bylaw.

CITATION

61. This Bylaw may be cited as "Garbage Rates and Regulations Bylaw No. 1487, 2022"

READ a first time this _____ day of _____, 2022.

READ a second time this _____ day of _____, 2022.

READ a third time this _____ day of _____, 2022.

ADOPTED this _____ day of _____, 2022.

I hereby certify the foregoing
to be a true and correct copy of
District of Mackenzie Bylaw
No. 1487 cited as "Garbage Rates and
Regulations Bylaw No. 1487, 2022".

Mayor

Corporate Officer

Corporate Officer

SCHEDULE A

To the "Garbage Rates and Regulations Bylaw No. 1487, 2022"
of the District of Mackenzie.

- (a) Single Family Dwelling (per unit)
- | | |
|------------------------------------|---------------|
| For one collection per week, | \$14.61/month |
| For one collection every two weeks | \$12.37/month |
- (b) Two Family Dwelling (per unit)
- | | |
|------------------------------------|---------------|
| For one collection per week, | \$14.61/month |
| For one collection every two weeks | \$12.37/month |
- (c) Secondary Suites (per unit)
- | | |
|------------------------------------|---------------|
| For one collection per week, | \$14.61/month |
| For one collection every two weeks | \$12.37/month |

SCHEDULE B

To the "Garbage Rates and Regulations Bylaw No. 1487, 2022"
of the District of Mackenzie.

- (a) Monthly rates for pickup of solid waste from bulk containers, per size of bins, in any classifications shall be charged as follows:

Bulk containers with a capacity of 2 cubic yards:

Number of containers (2 cubic yards)	Number of Pickups per Week	
	1	2
1	\$ 35.90	\$ 71.80
2	\$ 71.80	\$ 143.60
3	\$ 107.70	\$ 215.40
4	\$ 143.60	\$ 287.20
5	\$ 179.50	\$ 359.00

Bulk containers with a capacity of 3 cubic yards:

Number of containers (3 cubic yards)	Number of Pickups per Week	
	1	2
1	\$ 53.85	\$ 107.70
2	\$ 107.70	\$ 215.40
3	\$ 161.55	\$ 323.10
4	\$ 215.40	\$ 430.80
5	\$ 269.25	\$ 538.50

Bulk containers with a capacity of 4 cubic yards:

Number of containers (4 cubic yards)	Number of Pickups per Week	
	1	2
1	\$ 71.80	\$ 143.60
2	\$ 143.60	\$ 287.20
3	\$ 215.40	\$ 430.80
4	\$ 287.20	\$ 574.40
5	\$ 359.00	\$ 718.00

Additional Containers

Applicable rate for 5 containers, per size, plus applicable rate for additional number of containers of the same size.

- (b) When bulk containers are utilized, the rates for individual use classifications do not apply.
- (c) All bulk containers shall be supplied by the District at the following monthly rental rates, per number and size of bulk containers:
 - \$49.10/month for a bulk container with a capacity of 2 cubic yards
 - \$53.61/month for a bulk container with a capacity of 3 cubic yards
 - \$58.13/month for a bulk container with a capacity of 4 cubic yards
- (d) Special requests for additional bulk containers outside the monthly rental options will be subject to the following fees:
 - \$ 50.00/delivery per bulk container
 - \$ 50.00/pickup per bulk container
- (e) Deliveries or pickups outside the regular scheduled days, Monday, and Thursday, will be calculated at three times the applicable rate.
- (f) Deliveries or pickups requested outside the scheduled business hours will be calculated at three times the applicable rate plus the applicable overtime rate.

DISTRICT OF MACKENZIE

Bylaw No. 1488

A bylaw to amend the Municipal Ticket Information Bylaw No. 1465, 2022

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

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

1. That Section 14 of Schedule 1 to the "Municipal Ticket Information Bylaw No. 1465, 2022" as amended, be amended to state the following:

"14. Garbage Rates and Regulations Bylaw No. 1487, 2022 as amended	Director of Operations, or designate Director of Corporate Administration, or designate Bylaw Enforcement Officer"
--------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------

2. That Schedule 15 to the "Municipal Ticket Information Bylaw No. 1465, 2022" be deleted in its entirety and replaced with Schedule 15 as attached.
3. This bylaw may be cited for all purposes as "Municipal Ticket Information Amendment Bylaw No. 1488, 2022".

READ a first time this _____ day of _____, 2022.

READ a second time this _____ day of _____, 2022.

READ a third time this _____ day of _____, 2022.

ADOPTED this _____ day of _____, 2022.

I hereby certify the foregoing to be a true and correct copy of District of Mackenzie Bylaw No. 1488 cited as "Municipal Ticket Information Amendment Bylaw No. 1488, 2022".

Mayor

Corporate Officer

Corporate Officer

DISTRICT OF MACKENZIE

Bylaw No. 14

Schedule 15

Garbage Rates and Regulations Bylaw No. 1468, 2022 as amended	Section	Fine
1. Tampering with, examining, or removing any Garbage placed out for collection.	9.	\$50
2. Depositing or leaving any Garbage or other discarded material on any highway, public place or land other than the land on which the Garbage was generated.	10.	\$100
3. Failure to tightly secure Garbage in a bag prior to placing it in a Collection Cart or Commercial Container.	11.	\$50
4. Prohibited Garbage placed in collection cart or commercial container.	15. (a) and (b)	\$50
5. Prohibited Garbage placed in collection cart or commercial container.	15. (c) – (f)	\$200
6. Placing Collection Carts at the street boulevard prior to 5:30 am on scheduled Garbage Collection service day.	20.	\$50
7. Failure to remove empty containers from boulevards within twenty-four hours of garbage collection.	22.	\$25
8. Liquids accumulated in any container, not covered with a water-tight lid.	27. and 33.	\$50
9. Wet garbage not wrapped in paper before being deposited in container.	28. and 34.	\$50
10. Animal excreta not placed in separate plastic bag.	29. and 35.	\$50
11. Failure to keep the area on the Property used for the storage of Collection Carts or Commercial Containers clean, sanitary, and free from ponding water and loose Garbage.	30. and 37.	\$50
12. Storing of Garbage or Wildlife Attractant on the Owner or Occupier's Property in such a manner that it is accessible to Wildlife.	41. (a)	\$50
13. Feeding Wildlife	41. (b)	\$50
14. Failure to store Collection Cart or Commercial Container in a Wildlife Resistant Enclosure or secure by sufficient means as to prevent access by Wildlife.	42.	\$50
15. Failing to pick fruit that has fallen from a tree or bush within three days.	45.	\$50
16. Storing compost that has become a wildlife attractant.	46.	\$50
17. Failure to hang bird feeder containing bird feed in a manner that is inaccessible to Wildlife.	47.	\$50

18. Failure to store or place an outdoor fridge or freezer containing food products in such a manner that is inaccessible to Wildlife.	48.	\$50
19. Failure to store antifreeze and paint in a manner that is inaccessible to Wildlife.	49.	\$50
20. Preventing, obstructing, or attempting to prevent or obstruct the Director of Operations, or designate, or any Bylaw Enforcement Officer from carrying out their duties under this Bylaw	57.	\$50
21. District clean-up of loose Garbage on the street as a result of unsecured Garbage being put out for collection.	58.	At Cost



Attractants - *Wildlife Act* of British Columbia

- "attractant" means any of the following:
 - (a) food or food waste, compost or other waste or garbage that could attract dangerous wildlife;
 - (b) a carcass or part of a carcass of an animal or fish, or other meat;
 - (c) any other substance or thing prescribed by regulation of the minister;
- 33.1 (2) A person must not leave or place an attractant in, on or about any land or premises where there are or where there are likely to be people, in a manner in which the attractant could
 - (a) attract dangerous wildlife to the land or premises, and
 - (b) be accessible to dangerous wildlife.
- (7) For the purposes of this section, "leave", in relation to a person who is an owner, tenant or occupant of land or premises, includes to fail to remove an attractant from or to allow an attractant to remain in, on or about that land or those premises.
- Offence is enforceable under the WLA. Penalties may include warning, violation ticket (\$230.00 fine) or court.

Human Wildlife Conflict in Mackenzie District

April 1 – June 4, 2020

Species	Total Calls	# Garbage	# Fruit	# Destroyed
Black Bears	29	10	0	5
Grizzly Bears	0	0	0	0

2019/20

Species	Total Calls	# Garbage	# Fruit	# Destroyed
Black Bears	114	85	0	9
Grizzly Bears	17	0	0	1

2018/19

Species	Total Calls	# Garbage	# Fruit	# Destroyed
Black Bears	102	5	11	7
Grizzly Bears	4	0	0	0

2017/18

Species	Total Calls	# Garbage	# Fruit	# Destroyed
Black Bears	124	9	15	3
Grizzly Bears	19	2	1	2

2016/17

Species	Total Calls	# Garbage	# Fruit	# Destroyed
Black Bears	29	0	0	1
Grizzly Bears	11	2	0	2





Recommendations:

- Strengthen Municipal Bylaw address attractant management:
 - Determine what time garbage can be out the morning of collection day
 - Enforcement section for Bylaw to ensure attractants are **managed on premise's**
- Consider securing District of Mackenzie Bins
 - There are many tools, from aftermarket inserts or straps.
- Residents are required under provincial legislation to secure attractants, amending municipal bylaws would help to lower the number of bear calls and to reduce the number of bears destroyed in response to attractant habituation.



WildSafeBC & Bear Smart Communities

Wildsafe Community Coordinator Program

<https://wildsafebc.com/community-applications/>

Bear Smart Communities

<https://wildsafebc.com/bear-smart/>



RAPP

Report All Poachers and Polluters

24 Hr Hotline: 1-877-952-RAPP

Cellular Dial: #7277
(on Telus Network)



CONSERVATION OFFICER SERVICE

rapp.bc.ca



COUNCIL REPORT

To: Mayor and Council
From: Administration
Date: September 23, 2022
Subject: Construction Update for the New Mackenzie Fire Hall and the Demolition of the Existing Fire Hall.

RECOMMENDATION:

THAT Council receive this report for information.

BACKGROUND:

Since the last Council update, the fire hall schedule has been pushed out about two weeks. The new estimated substantial completion of the building is October 14th, 2022. The old hall is slated to come down the last two weeks of October. Final landscaping and paving remain scheduled May 2023.

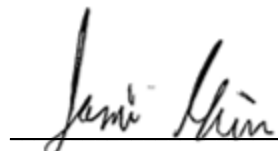
Strides that have been made since the last Council update include completion of the exterior building envelope, drywall and painting are nearly complete, acoustic ceiling tiles are in, flooring is underway and millwork is on site.

COUNCIL PRIORITIES:

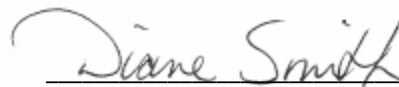
Strong Governance and Finances

- 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,



Jamie Guise
Fire Chief



Approved for Submission to Council

COUNCIL MEMBER ACTIVITY REPORT

To: Mayor and Council

From: Councillor Viktor Brumovsky

Date: September 22, 2022

Subject: Report for the Month of August/September 2022

Date:	Activity:
August 7	Attended the first ever fly-in and static show at the Mackenzie Airport. A number of private planes flew in and were on display with their owners available for questions. The local smokejumpers were also giving tours of their aircraft and speaking about their equipment and training for wildfire suppression. The Elks also did a great job of running a barbecue for several hundred visitors.
September 10	Attended the annual recreation fair in the Community Hall.
September 12	Participated in an agricultural tour of the Squamish area and learned how local small farms are coping with high prices for land and supplies while trying to improve and maintain soil conditions without the need for outside inputs.
September 13	Attended a presentation on BC's Hydrogen economy and the plans to build out hydrogen production and filling stations to allow for the use of hydrogen powered vehicles and equipment. This is of particular interest in remote areas like ours and for resource workers for whom electric vehicles are not a viable option.
September 13	Attended a panel on connectivity readiness for BC communities where government and ISPs discussed funding for improved internet and the challenges in building out the required infrastructure.
September 13	Attended a meeting with BC Hydro discussing local issues related to their services in Mackenzie.
September 13	Participated in a meeting with the Minister of Citizen's Services regarding continued efforts to improve internet service in Mackenzie.
September 13	Participated in a meeting with the Minister of Health where we advocated for additional paramedic positions in Mackenzie to match the service levels provided in similar communities.
September 13	Attended the Small Talk Forum at UBCM where a panel discussed issues facing small communities in BC along with some success stories

Date:	Activity:
September 14	Meeting with the Minister of Energy and Mines to discuss issues around local industrial development.
September 14	Meeting with the Minister of Forests to discuss speeding our local timber supply review and timber license transfers to allow for new local activity in the forest/industrial sector.
September 14	Attended a panel discussion on improved public services where Government Ministers discussed their efforts to improve health care delivery, internet connectivity, and expanded child care services.
September 15	Attended a panel discussion on Food Systems, Climate Action, and Local Government to learn about resources available for local governments when trying to encourage local food production.
September 15	Spoke with the New Car Dealers Association of BC regarding the performance of electric vehicles in a northern climate. The meeting resulted in their interest in potentially bringing an electric pickup truck (F-150 Lightning) to Mackenzie next year to offer an introduction and test drives.
September 15	Voted in UBCM executive elections.
September 24	Attended the Celebrating Seniors! award luncheon at the CNC event space where local seniors who are working to make positive impacts on the community were honoured.

Respectfully Submitted,
Councillor Brumovsky

DISTRICT OF MACKENZIE

Bylaw No. 1486

**A Bylaw to Amend District of Mackenzie
Revitalization Tax Exemption Bylaw No. 1353, 2016**

WHEREAS the District of Mackenzie deems it prudent and desirable to amend its Revitalization Tax Exemption Bylaw;

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

1. Bylaw No. 1353 cited as "District of Mackenzie Revitalization Tax Exemption Bylaw No 1353, 2016" is hereby amended as follows:
 - a) By deleting the provisions of Section 5 (a) and replacing them with the following:

"5. An Owner is eligible for an Exemption under this Bylaw if:

 - (a) a Building Permit is issued to the Owner after the enactment of this Bylaw for Construction;
 - (b) the Construction consists of Construction of a new Building or Construction to an existing Building that results in a Non-Market Change to the Lot of at least \$150,000; and
 - (c) the Owner complies with the Building Permit and all applicable land use and other District enactments and the requirements of this Bylaw."
2. This bylaw may be cited for all purposes as "Revitalization Tax Exemption Program Amendment Bylaw No. 1486, 2022.

READ a first time this 22nd day of August, 2022.

READ a second time this 22nd day of August, 2022.

READ a third time this 22nd day of August, 2022.

ADOPTED this _____ day of _____, 2022.

I hereby certify the foregoing
to be a true and correct copy
of District of Mackenzie Bylaw
No. 1486 cited as "Revitalization Tax
Exemption Amendment
Bylaw No. 1486, 2022".

Mayor

Corporate Officer

Corporate Officer

DISTRICT OF MACKENZIE

Bylaw No. 1487

A bylaw to provide for the establishment and maintenance of a system for the collection, removal, and disposal of garbage and to prescribe the terms and conditions for the use of this system.

WHEREAS Council wishes to repeal the District of Mackenzie "Garbage Bylaw No. 1434, 2020" as amended, and wishes to adopt a new Garbage Rates and Regulations Bylaw;

AND WHEREAS the *Local Government Act* authorizes Council to operate any service that Council considers necessary or desirable;

AND WHEREAS the *Local Government Act* authorizes Council to impose a fee or charge payable in respect of all or part of a service of the municipality;

AND WHEREAS Council may, by bylaw, establish and maintain a system to collect, remove and dispose of garbage and prescribe terms and conditions on which persons may make use of the system and may compel payment of charges and impose penalties for failing to comply with the terms and conditions of the system.

AND WHEREAS the Community Charter authorizes the Council of the District of Mackenzie, by bylaw, to regulate, prohibit and impose requirements in relation to the protection and enhancement of the well-being of its community in relation to matters relating to nuisances, disturbances and other objectionable situations;

NOW THEREFORE Council of the District of Mackenzie, in open meeting, hereby enacts as follows:

REPEAL

1. Bylaw No. 1468, 2022, cited as "Garbage Bylaw No. 1468, 2022" and amendments thereto as it applies to the District of Mackenzie is hereby repealed.

DEFINITIONS

2. In this bylaw, unless the context otherwise requires:

"Bylaw Enforcement Officer" means the person or persons from time to time appointed by the District as Bylaw Enforcement Officer and includes a peace officer;

"Chief Financial Officer" means the Chief Financial Officer of the District of Mackenzie or their designate.

"Collection Cart" means a District of Mackenzie provided garbage collection cart.

"Commercial Container" means a specially designed Garbage receptacle fitted with equipment that enables it to be dumped mechanically by a garbage truck that may be used for Garbage;

"Composting" means a technique used to promote the decomposition of plant matter.

"Director of Operations" means the Director of Operations of the District of Mackenzie or their designate.

"District" means the District of Mackenzie

"Dwelling" shall mean any place used as a dwelling by one family but excludes any building containing commercial Properties.

"Garbage" shall mean and include any and all rejected, abandoned or discarded waste food, ashes, sweepings, packing, vegetable or animal food, crockery, glass or metalware, but does not include grass, trees, hedge clippings or other garden refuse. Garbage does not include Recyclables.

"Garbage Collection" means the collection of Garbage by the District under the provisions of this bylaw.

"Hazardous Material" shall mean any explosive, volatile or corrosive materials, pathogenic, radioactive or biomedical waste, biohazardous waste, inflammable materials, propane tanks, medications or pharmaceuticals, gypsum board, asbestos, paint cans, fuel, oil or other lubricant filters, tires, hot ashes, animal carcasses, yard waste, liquid wastes or sludges, appliances or power tools, lightbulbs or tubes, batteries, contaminated soils, or other material that may affect the health and safety of collection and disposal personnel.

"Municipality" shall mean the District of Mackenzie.

"Owner" means the registered Owner in fee simple of a Property and includes those persons defined as "Owner" in the *Local Government Act*.

"Occupant or Occupier" means a person occupying a Property within the District and includes the registered Owner of the Property where the Owner is the person occupying the Property or if the Property is unoccupied, and includes a person who is a boarder, roomer, lodger, or tenant;

"Property" means a parcel of land in the District upon which any building or group of buildings is located and includes strata lots and separately occupied or leased premises or Dwelling within a building.

"Recyclables" shall mean items which are designated by the Regional District of Fraser-Fort George as Recyclables i.e.: newspapers, flyers, phone books, catalogues, computer/office paper, grocery bags, non-waxed cardboard, corrugated cardboard, metal food and beverage containers.

"Secondary Suite" means accessory dwelling unit, suite attached, and suite detached as defined by the District of Mackenzie *Zoning Bylaw*.

"Trade Waste" shall mean refuse and accumulation of waste and abandoned material resulting from the operation of a trade or business, including paper, boxes and packing cases, wrapping materials, sweepings, and all inflammable materials of a like nature other than garbage and ashes and such trade waste shall consist chiefly of paper waste.

"Wildlife" means the same as defined by the *Wildlife Act*, and includes, but is not limited to Black Bear, Grizzly Bear, wolf, cougar, lynx, deer, wild cat, fox, coyote, raccoon, skunk, ravens, crow, wild turkey or domesticated animal running at large;

"Wildlife Attractant" means the same as defined by the *Wildlife Act*, and includes, but is not limited to food or liquid placed for consumption by birds, beverage containers, fruit and fruit trees, antifreeze, paint, food products, food waste, compost, and other edible products or waste that could attract Wildlife;

"Wildlife Resistant Enclosure" means a fully enclosed structure with no more than a 1 cm gap or opening at any location, containing four walls, a roof, and door(s) capable of being securely latched and of sufficient strength and design to prevent access by Wildlife."

AUTHORITY OF DIRECTOR OF OPERATIONS

3. Council authorizes the Director of Operations to administer the Garbage Collection service.

SERVICE ESTABLISHED

4. The District hereby establishes a service of Garbage Collection from residential and commercial Properties using Collection Carts, Commercial Containers, and mechanized collection vehicles.

5. The municipality is hereby authorized to establish, equip, maintain, and operate a system of Garbage Collection within the municipality under the control and direction of the Director of Operations or may enter into contracts with any person for all or part of the collection, removal and disposal of garbage.
6. Garbage Collection services will be provided on a schedule as determined and published by the Director of Operations, or designate.

GENERAL PROVISIONS

7. Every Owner or Occupant of a Property in the District shall comply with the provisions of this Bylaw.
8. The District will not collect Garbage from a Property unless the Owner or Occupier has placed the Garbage intended for collection in the appropriate Collection Cart or Commercial Container supplied by the District.
9. No person other than an employee, contractor or agent of the District shall tamper with, examine or remove any Garbage placed out for collection under this Bylaw.
10. No person shall deposit or leave any Garbage or other discarded material on any highway, public place or land other than the land on which the Garbage was generated.
11. All Garbage placed in a Collection Cart or Commercial Container must be contained in tightly secured bags.
12. An Owner or Occupier must not fill a Collection Cart or Commercial Container in their possession:
 - a. To the extent that the lid does not close and latch;
 - b. To the extent that the collector cannot easily empty the contents; or
 - c. In a way that is accessible by Wildlife.
13. No person shall at any time use any Collection Cart or Commercial Container for the disposal of any material other than that for which it was intended.

PROHIBITED GARBAGE

14. All material requiring removal which is not Garbage, as defined by the bylaw, is the responsibility of the Property Owner. The municipality reserves the right not to remove such material.
15. No person shall dispose of or permit the disposal of any of the following materials to any Commercial Container or Collection Cart:

- a. Recyclables;
- b. Yard Trimmings
- c. Hazardous Material
- d. Trade Waste
- e. Demolition, land clearing and construction waste;
- f. Any other substance that is in any way dangerous to persons receiving or handling it.

In addition, no person shall dispose of or permit the disposal of any commercial kitchen grease or used cooking oils into a Commercial Container.

RESIDENTIAL GARBAGE COLLECTION SERVICE

16. Collection Carts are assigned to a specific Property and shall remain with that Property at all times.
17. The municipality shall replace Collection Carts that are damaged, but will not be responsible for any Collection Carts that are lost.
18. Every Owner or Occupier of a Property must place all Collection Carts that the Owner or Occupier wishes to be collected against the curb or sidewalk immediately adjacent to the street fronting the Property between 5:30 am and 8:00 am on the day scheduled for collection.
19. An Owner or Occupier wishing that materials in a Collection Cart be collected by the District on the scheduled collection day must place the collection cart in a location free from obstructions at least one metre horizontally on all sides of the Collection Cart and three metres vertically above the Collection Cart.
20. Owners and Occupiers of a Property must not place Collection Carts out for Garbage Collection prior to 5:30 am on the scheduled collection day.
21. The Collection Cart must be readily accessible for Garbage Collection between the hours of 8:00 am and 5:00 pm on the date of collection.
22. Collection Carts must be removed from their collection location and stored on the Property within twenty-four (24) hours of Garbage Collection.
23. Where lanes do not exist, the Owner or Occupier shall be responsible for bringing the Collection Carts to the street boulevard, placing them as close to the curb as possible.
24. No person may place a Collection Cart on a street, lane or public place in a way that interferes with the ordinary travel or parking of vehicles and the passage of pedestrians.

25. Except on a day when Garbage is collected, every Owner or Occupant shall keep all Collection Carts on the Property of the Owner or Occupant and shall not store any such Cart in a location that encroaches on or projects over a highway or other public place.
26. The Director of Operations may authorize the placement of a Collection Cart in a location that does not comply with this Bylaw where reasonable under the circumstances.
27. No liquids shall be put in or be allowed to accumulate in any Collection Cart and all such Collection Carts shall be kept covered with water-tight lids.
28. Wet garbage shall be wrapped in paper before being deposited in a container.
29. Animal excreta must be placed in a separate plastic bag and deposited within the regular Collection Cart.
30. Every Owner or Occupant shall keep the area on the Property used for the storage of Collection Carts clean, sanitary and free from ponding water and loose Garbage.

COMMERCIAL GARBAGE COLLECTION SERVICE

31. If requested by an Owner and subject to availability, Commercial Containers will be assigned to a specific Property and shall remain with that Property at all times.
32. The municipality shall replace Commercial Containers that are damaged.
33. No liquids shall be put in or be allowed to accumulate in any Commercial Containers and all such Commercial Containers shall be kept covered with water-tight lids.
34. Wet garbage shall be wrapped in paper before being deposited in a container.
35. Animal excreta must be placed in a separate plastic bag and deposited within the regular Commercial Containers.
36. All material requiring removal which is not garbage, as defined by the bylaw, is the responsibility of the Owner or Occupier of the Property. The municipality reserves the right not to remove such material.
37. Every Owner or Occupant shall keep the area on the Property used for the storage of Commercial Containers clean, sanitary and free from ponding water and loose Garbage.
38. Every Owner or Occupant shall keep all Commercial Containers in a clean and sanitary condition and generally in good condition and repair, with the lids closed and secured at all times.

39. The Owner or Occupant of a Property shall ensure that Commercial Containers are located such that the District has unobstructed and unrestricted access for the purposes of collection.
40. The Director of Operations may authorize the placement of a Commercial Container in a location that does not comply with this Bylaw where reasonable under the circumstances.

WILDLIFE ATTRACTANTS

41. No person shall:
 - a. Store any Garbage or Wildlife Attractant in such a manner that it is accessible to Wildlife; or
 - b. Feed Wildlife.
42. A person storing Garbage that is a Wildlife Attractant in a Collection Cart or Commercial Container shall store the container in a Wildlife Resistant Enclosure or secure it by sufficient means to prevent access by Wildlife (i.e., ratchet straps or chains).
43. Every Owner or Occupier of Property shall ensure that a Collection Cart, Commercial Container, or Wildlife Resistant Enclosure on such Property is:
 - a. maintained in good condition and kept in a clean and sanitary condition;
 - b. kept closed and secure when Garbage is not being deposited or emptied; and
 - c. if damaged, repaired within 3 days of the damage occurring.
44. All methods of securing the Collection Cart or Commercial Container must be removed when the container is placed at the at the street boulevard or made available for scheduled Garbage Collection.
45. Every Owner or Occupier of Property shall ensure that fruit fallen from a tree or bush on such Property is removed from the ground of such Property at least every three days when fruit and nuts is on the ground of such Property.
46. Composting is exempt from the provisions of this Bylaw as long as it does not attract Wildlife. Non-plant-based material cannot be put into compost, including but not limited to, meat , dairy, bones, or grease.
47. Every Owner or Occupier of Property shall ensure that a bird feeder containing bird feed or liquid intended for consumption by birds on such Property is suspended on a cable or other device in such a manner that it is inaccessible to Wildlife.

48. Every Owner or Occupier of Property shall store or place an outdoor fridge or freezer containing food products on such Property in such a manner that is inaccessible to Wildlife.
49. Every Owner or Occupier of Property shall store antifreeze and paint on such Property in a manner that it is inaccessible to Wildlife.

FEES

50. Every Owner of Property shall make use of any disposal system established by the municipality and shall pay for the collection of garbage for Properties as herein provided.
51. (a) The user rates for the garbage collection services shall be billed bi-monthly, except for single-family and two-family dwelling user rates which shall be billed annually in conjunction with the municipal Property tax billing.
- (b) User rates for Garbage Collection services shall be due and payable to the District of Mackenzie and failure to receive mail will not be accepted as an excuse for not paying rates when due.
- (c) Where garbage collection services commence at any time other than the beginning of any billing period, the amount due and payable shall be pro-rated to exclude those days between the beginning of the billing period and the commencement date.
- (d) Where the charge for garbage collection services is cancelled or terminated prior to the end date of any given billing period, the amount due and payable shall be pro-rated to include only those days between the beginning of the billing period and the date of such termination or cancellation.
- (e) Any rate remaining unpaid on the due date for the period ending on the 31st day of December of any year shall be deemed to be taxes in arrears in respect of the Property concerned and shall forthwith be entered on the Property tax roll by the Chief Financial Officer as taxes in arrears.
- (f) A 10% penalty will be applied to any outstanding amount after the tax due date on the annual Property tax billing notice for single-family and two-family dwellings. Other consumers whose payment is received 42 days after the billing date will receive a 10% penalty.
- (g) An Owner of a parcel receiving services under this bylaw may apply for bi-weekly collection by submitting a written request to the Director of Operations. When the change in collection is requested, adjusted fees, where applicable, are payable in the amounts established under Schedule "A."

(h) Requested changes made under section 11(g) are accepted only once annually. Any changes to the current calendar year must be submitted to the Director of Operations by the 1st of December of the previous year, to take effect on the 1st of January. If ownership of the Property changes, the new Owner will be granted a 60-day period to request a change in collection service.

52. Property Owners who have an approved permit for a Secondary Suite in their building file can request an additional Collection Cart to the Director of Operations by the 1st of December of the previous year, to take effect on the 1st of January. Any new permits issued for Secondary Suites throughout the calendar year will be granted a 60-day period to request an additional Collection Cart.

53. Rates for garbage collection services are set out in Schedule "A" and Schedule "B" attached hereto and forming part of this bylaw.

OFFENCE AND ENFORCEMENT

54. The municipality reserves the right to suspend collection service from properties where the facilities for receptacles are contrary to the provisions of this bylaw.

55. Any person who violates any of the provisions of this bylaw or who suffers or permits anything to be done in violation of this bylaw shall be deemed to have committed an offence and is punishable in accordance with the Offence Act; and each day on which the violation occurs shall be considered a separate offence.

56. The Director of Operations and any Bylaw Enforcement Officer of the District are authorized to enter onto the Property at all reasonable times to ascertain compliance with the provisions of this Bylaw.

57. It shall be unlawful for any person to prevent, obstruct or attempt to prevent or obstruct the Director of Operations or any Bylaw Enforcement Officer from carrying out their duties under this Bylaw.

58. A Property Owner or Occupier can be charged on a cost-recovery basis for the immediate clean-up of loose Garbage on the street and on their own Property as a result of unsecured Garbage being put out for collection.

NO LIABILITY

59. The District will not be liable for any damages suffered or costs incurred by any person by reason of the failure of the District to supply the collection and disposal of garbage collection service or by reason of the manner of the District supplying the garbage collection service.

SEVERABILITY

60. The provisions of this Bylaw are severable. If, for any reason, any provision is held to be invalid by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining provision of this Bylaw.

CITATION

61. This Bylaw may be cited as "Garbage Rates and Regulations Bylaw No. 1487, 2022"

READ a first time this _____ day of _____, 2022.

READ a second time this _____ day of _____, 2022.

READ a third time this _____ day of _____, 2022.

ADOPTED this _____ day of _____, 2022.

I hereby certify the foregoing
to be a true and correct copy of
District of Mackenzie Bylaw
No. 1487 cited as "Garbage Rates and
Regulations Bylaw No. 1487, 2022".

Mayor

Corporate Officer

Corporate Officer

SCHEDULE A

To the "Garbage Rates and Regulations Bylaw No. 1487, 2022"
of the District of Mackenzie.

(a)	<u>Single Family Dwelling (per unit)</u>	
	For one collection per week,	\$14.61/month
	For one collection every two weeks	\$12.37/month
(b)	<u>Two Family Dwelling (per unit)</u>	
	For one collection per week,	\$14.61/month
	For one collection every two weeks	\$12.37/month
(c)	<u>Secondary Suites (per unit)</u>	
	For one collection per week,	\$14.61/month
	For one collection every two weeks	\$12.37/month

SCHEDULE B

To the "Garbage Rates and Regulations Bylaw No. 1487, 2022"
of the District of Mackenzie.

- (a) Monthly rates for pickup of solid waste from bulk containers, per size of bins, in any classifications shall be charged as follows:

Bulk containers with a capacity of 2 cubic yards:

Number of containers (2 cubic yards)	Number of Pickups per Week	
	1	2
1	\$ 35.90	\$ 71.80
2	\$ 71.80	\$ 143.60
3	\$ 107.70	\$ 215.40
4	\$ 143.60	\$ 287.20
5	\$ 179.50	\$ 359.00

Bulk containers with a capacity of 3 cubic yards:

Number of containers (3 cubic yards)	Number of Pickups per Week	
	1	2
1	\$ 53.85	\$ 107.70
2	\$ 107.70	\$ 215.40
3	\$ 161.55	\$ 323.10
4	\$ 215.40	\$ 430.80
5	\$ 269.25	\$ 538.50

Bulk containers with a capacity of 4 cubic yards:

Number of containers (4 cubic yards)	Number of Pickups per Week	
	1	2
1	\$ 71.80	\$ 143.60
2	\$ 143.60	\$ 287.20
3	\$ 215.40	\$ 430.80
4	\$ 287.20	\$ 574.40
5	\$ 359.00	\$ 718.00

Additional Containers

Applicable rate for 5 containers, per size, plus applicable rate for additional number of containers of the same size.

- (b) When bulk containers are utilized, the rates for individual use classifications do not apply.
- (c) All bulk containers shall be supplied by the District at the following monthly rental rates, per number and size of bulk containers:
 - \$49.10/month for a bulk container with a capacity of 2 cubic yards
 - \$53.61/month for a bulk container with a capacity of 3 cubic yards
 - \$58.13/month for a bulk container with a capacity of 4 cubic yards
- (d) Special requests for additional bulk containers outside the monthly rental options will be subject to the following fees:
 - \$ 50.00/delivery per bulk container
 - \$ 50.00/pickup per bulk container
- (e) Deliveries or pickups outside the regular scheduled days, Monday, and Thursday, will be calculated at three times the applicable rate.
- (f) Deliveries or pickups requested outside the scheduled business hours will be calculated at three times the applicable rate plus the applicable overtime rate.

DISTRICT OF MACKENZIE

Bylaw No. 1488

A bylaw to amend the Municipal Ticket Information Bylaw No. 1465, 2022

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

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

1. That Section 14 of Schedule 1 to the "Municipal Ticket Information Bylaw No. 1465, 2022" as amended, be amended to state the following:

"14. Garbage Rates and Regulations Bylaw No. 1487, 2022 as amended	Director of Operations, or designate Director of Corporate Administration, or designate Bylaw Enforcement Officer"
--------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------

2. That Schedule 15 to the "Municipal Ticket Information Bylaw No. 1465, 2022" be deleted in its entirety and replaced with Schedule 15 as attached.
3. This bylaw may be cited for all purposes as "Municipal Ticket Information Amendment Bylaw No. 1488, 2022".

READ a first time this _____ day of _____, 2022.

READ a second time this _____ day of _____, 2022.

READ a third time this _____ day of _____, 2022.

ADOPTED this _____ day of _____, 2022.

I hereby certify the foregoing to be a true and correct copy of District of Mackenzie Bylaw No. 1488 cited as "Municipal Ticket Information Amendment Bylaw No. 1488, 2022".

Mayor

Corporate Officer

Corporate Officer

DISTRICT OF MACKENZIE

Bylaw No. 14

Schedule 15

Garbage Rates and Regulations Bylaw No. 1468, 2022 as amended	Section	Fine
1. Tampering with, examining, or removing any Garbage placed out for collection.	9.	\$50
2. Depositing or leaving any Garbage or other discarded material on any highway, public place or land other than the land on which the Garbage was generated.	10.	\$100
3. Failure to tightly secure Garbage in a bag prior to placing it in a Collection Cart or Commercial Container.	11.	\$50
4. Prohibited Garbage placed in collection cart or commercial container.	15. (a) and (b)	\$50
5. Prohibited Garbage placed in collection cart or commercial container.	15. (c) – (f)	\$200
6. Placing Collection Carts at the street boulevard prior to 5:30 am on scheduled Garbage Collection service day.	20.	\$50
7. Failure to remove empty containers from boulevards within twenty-four hours of garbage collection.	22.	\$25
8. Liquids accumulated in any container, not covered with a water-tight lid.	27. and 33.	\$50
9. Wet garbage not wrapped in paper before being deposited in container.	28. and 34.	\$50
10. Animal excreta not placed in separate plastic bag.	29. and 35.	\$50
11. Failure to keep the area on the Property used for the storage of Collection Carts or Commercial Containers clean, sanitary, and free from ponding water and loose Garbage.	30. and 37.	\$50
12. Storing of Garbage or Wildlife Attractant on the Owner or Occupier's Property in such a manner that it is accessible to Wildlife.	41. (a)	\$50
13. Feeding Wildlife	41. (b)	\$50
14. Failure to store Collection Cart or Commercial Container in a Wildlife Resistant Enclosure or secure by sufficient means as to prevent access by Wildlife.	42.	\$50
15. Failing to pick fruit that has fallen from a tree or bush within three days.	45.	\$50
16. Storing compost that has become a wildlife attractant.	46.	\$50
17. Failure to hang bird feeder containing bird feed in a manner that is inaccessible to Wildlife.	47.	\$50

18. Failure to store or place an outdoor fridge or freezer containing food products in such a manner that is inaccessible to Wildlife.	48.	\$50
19. Failure to store antifreeze and paint in a manner that is inaccessible to Wildlife.	49.	\$50
20. Preventing, obstructing, or attempting to prevent or obstruct the Director of Operations, or designate, or any Bylaw Enforcement Officer from carrying out their duties under this Bylaw	57.	\$50
21. District clean-up of loose Garbage on the street as a result of unsecured Garbage being put out for collection.	58.	At Cost

DISTRICT OF MACKENZIE

Bylaw No. 1489

A Bylaw to Amend Official Community Plan Bylaw No. 1304, 2014

WHEREAS the District of Mackenzie deems it prudent and desirable to amend its Official Community Plan Bylaw;

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

1. That Bylaw No. 1304 cited as "Official Community Plan Bylaw No. 1304, 2014" and any subsequent amendments are hereby amended as follows:

A. That the definition of the Public Watershed (PW) designation in Section 2.5 Public Utilities be deleted and replaced with the following:

"The Public Watershed (PW) designation is intended to protect the community's water supply and as such the designation does not support the creation of any lot, with the exception of lands needed for community water supply. Some natural resource development and non-mechanized recreational activity is permitted such as, but not limited to hiking, horseback riding, mountain biking, or cross-country skiing where no clearing of trails is proposed and no buildings or structures are contemplated except where permitted by Council through the application of a development permit."

2. This bylaw may be cited for all purposes as "Official Community Plan Amendment Bylaw No. 1489, 2022."

READ a first time this _____ day of _____, 2022.

READ a second time this _____ day of _____, 2022.

RECEIVED a Public Hearing this _____ day of _____, 2022.

READ a third time this _____ day of _____, 2022.

ADOPTED this _____ day of _____, 2022.

I hereby certify the foregoing to be a true and correct copy of District of Mackenzie Bylaw No. 1489 cited as "Official Community Plan Amendment Bylaw No. 1489, 2022".

Mayor

Corporate Officer

Corporate Officer

DISTRICT OF MACKENZIE NOTICE OF ELECTION BY VOTING

PUBLIC NOTICE IS HEREBY GIVEN AS FOLLOWS:

An election by voting is to be held to elect one Mayor and six Councillors, and that the following persons are candidates for each office:

MAYOR – One (1) to be Elected

Surname	Usual Names	Address
Atkinson	Joan	Mackenzie
Mortensen	Mitch	Mackenzie

COUNCILLOR – Six (6) to be Elected

Surname	Usual Names	Address
Barnes	Andy	Mackenzie
Brumovsky	Viktor	Mackenzie
Dunnings	John	Mackenzie
Gordy	Jamie	Mackenzie
Hipkiss	Amber	Mackenzie
Kyllo	Peter	Mackenzie
McMeeken	Raye	Mackenzie
Nelson	Janice	Mackenzie
Tapper	Kyle	Mackenzie
Wright	Jesse	Mackenzie

VOTING DATES AND LOCATIONS:

ADVANCED VOTING will be available to qualified electors as follows:

Date	Location	Address	Voting Hours
Wednesday October 5, 2022	Council Chambers	1 Mackenzie Blvd	8:00 am – 8:00 pm
Friday October 14, 2022	Council Chambers	1 Mackenzie Blvd	8:00 am – 8:00 pm

A SPECIAL VOTING OPPORTUNITY will be available to qualified electors who are patients or staff of the Mackenzie and District Hospital at the time of voting, as follows:

Date	Location	Address	Voting Hours
Friday October 14, 2022	Mackenzie & District Hospital	45 Centennial Drive	11:30 am – 12:30 pm

GENERAL VOTING will be open to qualified electors of the District of Mackenzie on:

Date	Location	Address	Voting Hours
Saturday October 15, 2022	Mackenzie Legion	357 Skeena Drive	8:00 am – 8:00 pm

ELECTOR REGISTRATION

Registration of all electors will take place at the time of voting. Electors will be required to make a declaration stating the following requirements are met:

- 18 years of age or older on general voting day;
- Canadian citizen;
- resident of BC for at least 6 months immediately preceding the day of registration;
- resident of OR registered owner of real property in the District of Mackenzie for at least 30 days immediately preceding the day of registration; and
- not disqualified under the *Local Government Act* or any other enactment from voting in an election or otherwise disqualified by law.

Resident electors must produce **2 pieces of identification** (at least one with a signature). Picture identification is not necessary. The identification must prove both residency and identity.

Non-resident property electors must produce **2 pieces of identification** (at least one with a signature) to prove identity, **proof** that they are entitled to register in relation to the property, and, if there is more than one owner of the property, **written consent** from the majority of the property owners.

MAIL BALLOT VOTING

All electors are eligible to vote by mail ballot.

Electors can request a mail ballot starting September 28, 2022.

REQUESTING A MAIL BALLOT PACKAGE:

Before 4:00 pm on October 13, 2022 you must submit the following information to the District Office by mail (1 Mackenzie Blvd, Bag 340, Mackenzie, BC, V0J2C0), telephone (250-997-3221), fax (250-997-5186), or email (election@districtofmackenzie.ca).

The following information must be provided when requesting a mail ballot package:

1. Full name;
2. Residential address;
3. Address of the property in relation to which you are voting (for non-resident property electors);
4. Method of delivery of your mail ballot package:
 - Pick up at District Office, OR
 - Regular letter mail through Canada Post to residential address, OR
 - Regular letter mail through Canada Post to alternate address that you provide when requesting the ballot package, and
5. To ensure you receive the correct registration application form in your package, you must indicate whether you are going to be registering as a resident or non-resident property elector.

To be counted, your ballot must be received by the Chief Election Officer no later than 8:00 pm on Saturday October 15, 2022.

Emily Kaehn, Chief Election Officer

FIRESMART CURBSIDE PICKUP

Residents are invited to pile brush and tree trimmings from your yard at the curb for pickup by Mackenzie Public Works

7 AM TO 3 PM

GANTHAZ - WED. OCT. 12

MACKENZIE TOWNSITE - WED. OCT 19

HOW DO I FIRESMART MY YARD?

A FREE FIRESMART HOME ASSESSMENT

CAN HELP IDENTIFY AREAS TO FOCUS ON

Contact Ian LeBlanc @ 250-640-6287

