



AGENDA for the Council Meeting to be held on Monday, November 14, 2022 electronically and in the Council Chambers of the Municipal Office, 1 Mackenzie Boulevard, Mackenzie, BC

**CALLED TO ORDER 7:15 PM**

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

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

The basis of the Special Closed Meeting relates to Section 90 (1) (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*.

**1. ADOPTION OF MINUTES**

- |    |                                     |         |
|----|-------------------------------------|---------|
| a) | Regular Meeting - October 11, 2022. | 8 - 13  |
| b) | Special Meeting - October 18, 2022. | 14 - 16 |

**2. INTRODUCTION OF LATE ITEMS**

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

**11. BYLAWS**

- a) Schedule A to be added to Bylaw No. 1490, 2022 Recreation Fees and Charges.

**3. ADOPTION OF AGENDA**

**4. PUBLIC COMMENT AND QUESTIONS**

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

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

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

**5. PETITIONS AND DELEGATIONS**

- a) In 2020, Council adopted the Community Grants Policy 3.16 which requires all organizations approved for Fee-For-Service Agreements to provide an in-person presentation to Council at the end of each year highlighting accomplishments, goals and objectives, benefits provided to the community, and a financial statement outlining how the District's funding was utilized. The following organizations will be presenting this evening:

The Mackenzie and District Museum. The organization received \$12,000 in 2022 towards day-to-day operating expenses.

**6. CORRESPONDENCE**

Motion required to accept all correspondence listed on the agenda.

**For Action:**

- |    |  |         |
|----|--|---------|
| a) | Letter received from Mackenzie Figure Skating Club regarding their dinner and auction fundraiser. The Mackenzie Figure Skating Club is requesting a donation towards the dinner and auction fundraising event. The funds raised will go towards the operational costs of the Club as well as skater incentives and skater/coach development. | 17 - 18 |
| b) | Request from the Royal Canadian Legion asking the District to support their annual Remembrance Project by advertising in their Military Service Recognition Book. In 2022 the District purchased a colour Business Card sized ad at a cost of \$350. This year's cost for the same ad is \$350.  | 19 - 22 |

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

**For Consideration:**

- |    |   |         |
|----|---|---------|
| c) | Letter received from Minister Mitzi Dean, from the Ministry of Children and Family Development, announcing the month of November declared as Adoption Awareness month to celebrate families that provide children and youth with love and support as permanent members of their family. | 23      |
| d) | The North Central Local Government Association is calling for nominations for two Director at Large positions from 2022/2023. The submission deadline is December 16, 2022.   | 24 - 25 |
| e) | Resource Municipalities Coalition Meeting Minutes - August 10, 2022   | 26 - 28 |
| f) | Resource Municipalities Coalition Meeting Minutes - July 13, 2022   | 29 - 33 |

- g) Resource Municipalities Coalition Meeting Minutes - 34 - 37  
June 8, 2022

**For Information:**

- h) Northern Health Healthy Communities E-Brief - 38 - 42  
November 2022

**7. ADMINISTRATION REPORTS**

- a) 2023 Council Liaison Appointments 43 - 46

*THAT Council approves the 2022 – 2026 Council Liaison Appointments as attached in this report.*

- b) Construction Update for the New Mackenzie Fire Hall and the Demolition of the Existing Fire Hall 47 - 48

*THAT Council receives this report for information.*

- c) Stage Agreement Renewal- MCAC 49 - 55

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

- d) Recreation Fees and Charges Update 56 - 66

*THAT Council approves the amendments to the Recreation Services Rates & Fee Policy 8.1 as attached.*

- e) Proposed 2023 Budget Schedule 67 - 70

*THAT Council approves the proposed Council meeting dates for the 2023 annual budget process.*

- f) Utility Billing Letter to Council 71 - 76

*THAT Council deny the request for refund.*

- g) Animal Licensing Fee Amendment 77 - 78

*THAT Council receives this report for information.*

- h) McLeod Lake Indian Band – Building Inspection Services Agreement 79 - 89

*THAT Council authorizes the Building Inspection Services Agreement between the District of Mackenzie and the McLeod Lake Indian Band effective December 1, 2022 with the understanding that services are not available at this time.*

- i) Gantahaz Well 4 Rehabilitation Contract Award 90 - 91

*THAT Council awards the Gantahaz Well 4 Rehabilitation project contract to Canadian Western Mechanical in the amount of \$33,780 plus GST;*

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

- j) Crysdale Drive – PRV Replacement Contract Award 92 - 93

*THAT Council awards the Crysdale Drive – Pressure Reducing Valve Replacement to Canadian Western Mechanical in the amount up to \$186,178.85 plus GST;*

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

- k) Access and Inclusion Advisory Committee 94 - 98

*THAT Council establishes the Access and Inclusion Advisory Committee of Council;*

*AND THAT Council approves the committee's terms of reference.*

- l) Development Variance Permit – #3090-20-22-03 99 - 105

*THAT Council authorizes approval in proceeding with Development Variance Permit # 3090-20-22-03.*

- m) Development Variance Permit – #3090-20-22-04 106 - 111

*THAT Council authorizes approval in proceeding with Development Variance Permit # 3090-20-22-04.*

- n) Lot 10 Disposition – Omineca Growers Society 112 - 140

*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.*

- o) 2022 Election Results 141 - 142

*THAT Council receives this report for information.*

- p) Council Meeting Calendar 2023 143 - 144

*THAT Council approves the 2023 Council Meeting Calendar as presented.*

**8. COUNCIL REPORTS**

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

**9. UNFINISHED BUSINESS**

**10. NEW BUSINESS**

**11. BYLAWS**

- a) THAT Bylaw No. 1490 cited as " Rec Fees and Charges Amendment Bylaw No. 1490, 2022" be given first three readings. 145 - 149

**\*Schedule A added as a late item\***

- b) THAT Bylaw No.1491 cited as "Animal Control and Licensing Bylaw No. 1491, 2022" be given first three readings. 150 - 152

**12. NOTICE OF MOTION**

**13. COMING EVENTS**

- a) Annual Holiday Parade  
December 3, 2022  
Begins at the Mackenzie Secondary School parking lot at 5:00 pm

**14. INQUIRIES**

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

**15. ADJOURNMENT**

**District of Mackenzie  
Regular Council Meeting  
Tuesday, October 11, 2022**

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

PRESENT: Mayor J. Atkinson  
Councillor A. Barnes  
Councillor V. Brumovsky  
Councillor P. Grogan  
Councillor A. Hipkiss  
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  
Finance Manager W. Peterson  
Fire Chief J. Guise  
Land & Environmental Coordinator  
L. Thorne

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.*

**1. ADOPTION OF MINUTES**

The minutes of the Committee of the Whole Meeting held on September 26, 2022 were adopted as presented.

The minutes of the Regular Meeting held on September 26, 2022 were adopted as presented.

**2. INTRODUCTION OF LATE ITEMS**

N/A

**3. ADOPTION OF AGENDA**

32657. MOVED by Councillor Wiens  
*Adoption of THAT the agenda be adopted as presented.*  
*Agenda*

CARRIED



**4. PUBLIC COMMENT AND QUESTIONS**

N/A

**5. PETITIONS AND DELEGATIONS**

N/A

**6. CORRESPONDENCE**

32658. MOVED by Councillor Hipkiss  
*Receipt of Correspondence THAT the correspondence listed on the agenda be received.*

CARRIED

32659. MOVED by Councillor Barnes  
*October Declared Foster Family Month THAT the District of Mackenzie declare the month of October as Foster Family month to recognize foster families in BC for the selfless work they do for children, youth and families.*

CARRIED

**7. ADMINISTRATION REPORTS**

32660. MOVED by Councillor Barnes  
*New Ladder Truck – Capital Purchase THAT Council awards the purchase of a 2022 Stock Pierce 110' Ascendant Ladder Truck to Commercial Emergency Equipment Corp. for a price of \$1,815,360 plus GST;*  
*AND THAT Council authorizes the Chief Administrative Officer to execute the contract and any other related documentation.*

CARRIED  
OPPOSED by Councillor Grogan

32661. MOVED by Councillor Hipkiss  
*Grant Policy 3.16 – Community Grants Program Applications THAT Council approves the recommendations of the Grant Adjudication Committee for the first intake of the 2023 Community Grants Program as outlined in this report.*

CARRIED  
OPPOSED by Councillor Grogan

32662.            MOVED by Councillor Brumovsky  
Mackenzie        *THAT Council authorizes the Chief Administrative Officer to execute a 20-year*  
Elks Lodge –     *Licence of Occupation with Mackenzie Elks Lodge No. 547 to allow for the*  
Licence of        *construction of a Recycling Facility on Remainder of Lot A District Lot 12463*  
Occupation       *Cariboo District Plan 23085 Except Plan 24201;*

CARRIED

32663.            MOVED by Councillor Wiens  
Downtown        *THAT Council receives this report for information.*  
Vision and  
Action Plan  
Update

CARRIED

32664.            MOVED by Councillor Barnes  
Property Tax  
Write-off -        *THAT Council approves the application to the Minister of Municipal Affairs*  
Delinquent       *requesting the Minister to confer the power to the Council for the District of*  
Manufactured    *Mackenzie, pursuant to Section 781 of the Local Government Act, to write off*  
Homes            *unpaid property taxes, plus applicable penalties and interest as listed in this*  
                      *report.*

CARRIED

32665.            MOVED by Councillor Barnes  
Write-off of       *THAT Council authorize the Chief Financial Officer to write-off the unpaid*  
Bad Debts:       *receivables as per the attached listing.*  
Trade  
Receivables  
and Utilities  
Receivable

CARRIED

32666.            MOVED by Councillor Hipkiss  
Business         *THAT Council approves the applications to the Mackenzie Business Façade*  
Façade           *Improvement Program to a maximum amount of \$4,354.35.*  
Improvement  
Program  
2022

CARRIED

32667. MOVED by Councillor Brumovsky  
NDIT - *THAT the District of Mackenzie supports the application to the Northern  
Business Development Initiative Trust from the District of Mackenzie for a grant of up to  
Façade \$20,000 for the Business Façade Improvement program from the Prince George  
Improvement Program Regional Development Account;*  
2023 *AND THAT the Chief Administrative Officer be authorized to execute the grant  
application and, if the application is successful, any related documentation.*

CARRIED

32668. MOVED by Councillor Wiens  
Ernie Bodin *THAT Council receives this report for information.*  
Community  
Centre  
(EBCC) –  
Transition of  
Tenants

CARRIED

## **8. COUNCIL REPORTS**

Mayor's Report  
N/A

Council Reports  
Councillor Hipkiss provided a verbal report.

## **9. UNFINISHED BUSINESS**

N/A

## **10. NEW BUSINESS**

N/A

## **11. BYLAWS**

32669. MOVED by Councillor Wiens  
Bylaw No. *THAT Bylaw No. 1487 cited as "Garbage Rates and Regulations Bylaw No. 1487,  
1487 2022" be adopted.*  
Garbage  
Rates and  
Regulations

CARRIED  
OPPOSED by Councillor Hipkiss

32670. MOVED by Councillor Brumovsky  
Bylaw No. 1488 MTI *Amendment* THAT Bylaw No. 1488 cited as "Municipal Ticket Information Amendment Bylaw No. 1488, 2022" be adopted.

CARRIED

## 12. NOTICE OF MOTION

N/A

## 13. COMING EVENTS

2022 Municipal Election Advanced Voting  
Friday October 14, 2022  
Mackenzie Municipal Office  
8:00 am - 8:00 pm

2022 Municipal Election General Voting Day  
Saturday October 15, 2022  
Mackenzie Legion  
8:00 am - 8:00 pm

FireSmart Curbside Pickup  
Gantahaz - Wednesday October 12, 2022  
Mackenzie Townsite - Wednesday October 19, 2022

## 14. INQUIRIES

Janice Nelson, resident, asked if the group with outstanding ice rental fees of \$6,017.50 could be named, from the Bad Debt Council report? Kerri Borne, Chief Financial Officer, replied no and that the group is no longer a society or non-profit organization anymore as they have dissolved.

Ms. Nelson asked if there was a mechanism to be able to collect on debts if a society dissolved? Ms. Borne replied that the District has two years to collect on an invoice and in the future, we will look into using a collection service.

## 15. ADJOURNMENT

32671. *Adjournment* MOVED by Councillor Wiens  
THAT the meeting be adjourned at 7:45 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, October 18, 2022**

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

PRESENT: Mayor J. Atkinson  
Councillor A. Barnes  
Councillor V. Brumovsky  
Councillor A. Hipkiss (electronically)  
Councillor J. Wiens  
Chief Administrative Officer  
D. Smith  
Director of Corporate Services  
E. Kaehn  
Director of Recreation Services  
T. Gilmer  
Land & Environmental Coordinator  
L. Thorne  
G. Conner – Axis Mountain Technical

**1. ADOPTION OF AGENDA**

32672. MOVED by Councillor Barnes  
*Adoption of Agenda* THAT the agenda be adopted as presented.

CARRIED

**2. INTRODUCTION OF LATE ITEMS**

32673. MOVED by Councillor Wiens  
*Introduction of Late Items* THAT the following late items be added to the agenda;

**4. ADMINISTRATION REPORTS**

a) *New Attachment 'A' for Community Bike Park Asphalt Pump Track & Plaza Report.*

b) *UBCM CEPF Grant Application*

*THAT Council approves the application to the UBCM Community Emergency Preparedness Fund for \$30,000 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

### 3. PUBLIC COMMENT AND QUESTIONS

N/A

### 4. ADMINISTRATION REPORTS

32674. *MOVED by Councillor Barnes*  
*Community Bike Park Asphalt Pump Track & Plaza*  
*THAT Council 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 \$64,137.72 plus GST.*

CARRIED  
OPPOSED by Councillor Wiens

32675. *MOVED by Councillor Brumovsky*  
*UBCM CEPF Grant Application*  
*THAT Council approves the application to the UBCM Community Emergency Preparedness Fund for \$30,000 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

### 5. UNFINISHED BUSINESS

N/A

### 6. NOTICE OF MOTION

N/A

### 7. COMING EVENTS

N/A

### 8. INQUIRIES

Janice Nelson, resident, asked if the bike park was going to be a four-season facility? Terry Gilmer, Director of Recreation Services, replied that not at this time, however there may be an option of adding tracks for cross-country skiing within the park. Ms. Nelson asked if toboggans could be used in the winter? Mr. Gilmer replied that we will monitor the track during the winter, there may be an option to use the track for toboggans, there is a risk of trees in the way.

Ms. Nelson asked for clarification on the increase of \$10,000 for the asphalt for the pump/jump track? Mr. Gilmer replied that the additional cost is for the

asphalt coming from Prince George. Mayor Atkinson added that the crush available in Mackenzie does not have the same adhering qualities that is needed for the track.

Ms. Nelson asked if fat biking was a proposed activity for the bike park? Mr. Gilmer replied that it depends on the connection trail and if it is groomed then fat bikes can use it. Mr. Gilmer added that he doesn't foresee fat bikes using the jump track in the winter and the pump track needs snow to be left on it in the winter to reduce frost damage.

Ms. Nelson asked for clarification on the connector trail and if it was part of the design? Mr. Gilmer replied that we are hoping to have the trail completed this fall, or spring by the latest. The plan is to connect the high school and the Rec Centre to the 616 parking lot.

**9. ADJOURNMENT**

32676.            MOVED by Councillor Barnes  
*Adjournment THAT the meeting be adjourned at 12:40 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



# Mackenzie Figure Skating Club

---

Box 1837 Mackenzie, BC V0J 2C0  
[Mfsc1819@gmail.com](mailto:Mfsc1819@gmail.com)  
[MackenzieFSC.ca](http://MackenzieFSC.ca)



October 2022

To who it may concern,

The Mackenzie Figure Skating Club will be hosting several fundraising events through the year. Two of the fundraising events we are planning are dinner/auction event, as well as the end of season raffles during the ice show time.

I am writing to you to request a donation toward the auction/raffle. The money that is raised from these events will assist with the operational costs of the Mackenzie Figure Skating Club, skater incentives and skater/coach development.

We understand that the economic times currently are still struggling, and we would like to thank you in advance for your consideration in donating to the Mackenzie Figure Skating Club, as well as assisting in keeping the kids of the community active.

If you have any further questions, or are able to donate please contact Cindy Castle-Lindley at 250 981 1097. We are hoping to have the items collected by January 20, 2023.

Thank you for your consideration.

Sincerely,

Cindy Castle-Lindley  
Fundraiser Director

# Mackenzie Figure Skating Club

Box 1837 Mackenzie, BC V0J 2C0

[Mfsc1819@gmail.com](mailto:Mfsc1819@gmail.com)

[MackenzieFSC.ca](http://MackenzieFSC.ca)



**October 2022**

To Whom it May Concern,

The Mackenzie Figure Skating Club is looking for club sponsorship for the current 2022/2023 skating season. Sponsorships will go towards keeping registration costs affordable by offsetting operation costs, providing skater incentives, funding skater and coach development and assisting with many other necessary club endeavors. We are seeking Sponsorships in tiered fashion as follows:

Platinum Sponsorship: \$ 1000.00

Gold Sponsorship: \$ 750.00

Sliver Sponsorship: \$ 500.00

Bronze Sponsorship: \$ 250.00

Your sponsorship will be acknowledged by tier in our display case at the Rec Centre and on our Website, Facebook Page, CHMM Radio and our Sponsorship Banner.

We understand that your company may be feeling the economic effects / uncertainties that are happening in Mackenzie and other communities provincially and would like to thank you for considering a sponsorship towards Mackenzie Figure Skating Club. Sponsors such as yours are what keep kids active in our community.

Any monetary sponsorship would be greatly appreciated please send cheques to:

Fundraising Sponsorship

C/O M.F.S.C.

Box 1837

Mackenzie, BC

VOJ 2C0

Please be sure to include your company business card to use in our sponsorship acknowledgments.

If you have further questions, or need clarification, please feel free to e-mail to [mfsc1819@gmail.com](mailto:mfsc1819@gmail.com)

Sincerely,

Cindy Castle-Lindley  
Fundraising Director



# Legion

[www.legionbcyukon.ca](http://www.legionbcyukon.ca)

## British Columbia / Yukon Command The Royal Canadian Legion

### *“Military Service Recognition Book”*

Dear Sir/Madam:

Thank you for your interest in the **BC/Yukon Command / The Royal Canadian Legion**, representing **British Columbia** and the **Yukon’s Veterans**. Please accept this written request for your support, as per our recent telephone conversation.

Our **BC/Yukon Command Legion** is very proud to be printing another **5,000 copies** of our 17th Annual **“Military Service Recognition Book”**, scheduled for release by Remembrance Day 2022, to help identify and recognize many of the brave **Veterans** of British Columbia and the Yukon who served our Country so well during times of great conflict. This annual publication goes a long way to help the Legion in our job as the **“Keepers of Remembrance”**, so that none of us forget the selfless contributions made by our **Veterans**.

We would like to have your organization’s support for this Remembrance project by sponsoring an advertisement space in our **“Military Service Recognition Book.”** Proceeds raised from this important project will allow us to fund the printing of this unique publication and will also help our Command to improve our services to **Veterans** and the more than 150 communities that we serve throughout British Columbia and the Yukon. The Legion is recognized as one of Canada’s largest **“Community Service”** organizations, and we are an integral part of the communities we serve. This project ensures the Legion’s continued success in providing these very worthwhile services.

Please find enclosed a rate sheet for your review, along with a detailed list of some of the many community activities in our **149 Branches and 80 Ladies Auxiliaries** in the **BC/Yukon Command**. Whatever you are able to contribute to this worthwhile endeavor would be greatly appreciated. For further information please contact **BC/Yukon Command Office** toll free at **1-866-354-6277**.

**Thank you for your consideration and/or support.**

Sincerely,



**Val MacGregor**  
**President of BC/Yukon Command of The Royal Canadian Legion**



# Legion

www.legionbcyukon.ca

## British Columbia / Yukon Command The Royal Canadian Legion

### *“Military Service Recognition Book”*

#### Advertising Prices

<u>Ad Size</u>	<u>Cost</u>	<u>GST</u>	<u>Total</u>
Full Colour Outside Back Cover	\$2,071.43	+ \$103.57	= \$2,175.00
Inside Front/Back Cover (Full Colour)	\$1,833.33	+ \$91.67	= \$1,925.00
Full Colour 2-Page Spread (COLOUR)	\$3,419.05	+ \$170.95	= \$3,590.00
Full Page (Full Colour) 7" X 9.735"	\$1,709.52	+ \$85.48	= \$1,795.00
Full Page B&W 7" X 9.735"	\$1,142.86	+ \$57.14	= \$1,200.00
½ Page (Full Colour) 7" X 4.735"	\$1,000.00	+ \$50.00	= \$1,050.00
½ Page B&W 7" X 4.735"	\$685.71	+ \$34.29	= \$720.00
¼ Page (Full Colour) 3.375" X 4.735"	\$619.05	+ \$30.95	= \$650.00
¼ Page B&W 3.375" X 4.735"	\$485.71	+ \$24.29	= \$510.00
1/10 Page (Business Card-Full Colour)	\$333.33	+ \$16.67	= \$350.00
1/10 Page B&W (Business Card) 3.375" X 1.735"	\$285.71	+ \$14.29	= \$300.00

G.S.T. Registration # R10 793 3913

All typesetting and layout charges are included in the above prices.

A complimentary copy of this year's publication will be received by all advertisers purchasing space of 1/10 page and up, along with a Certificate of Appreciation from the BC/Yukon Command.



PLEASE MAKE CHEQUE PAYABLE TO:

BC/Yukon Command  
The Royal Canadian Legion  
(BC/Y RCL)  
(Campaign Office)  
P O Box 5555  
Vancouver, BC V6B 4B5





Dear Valued Supporter,

Thank you very much for your pledge of support of The BC/Yukon Royal Canadian Legion's Military Service Recognition Book Project. This annual publication recognizes the Veterans and Service Personnel of BC and the Yukon who have so honourably served our country. This keepsake book helps us to remember their selfless contributions. Your vital and generous contribution makes it possible to print 5,000 copies of this book free of charge to distribute to communities throughout BC and the Yukon.

The Royal Canadian Legion plays an active role in communities throughout BC and the Yukon. There is barely a citizen within our Command whose life isn't touched by The Royal Canadian Legion. Often times the public isn't aware of the extent of our work.

#### Who we are and what do we do?

The Royal Canadian Legion receives no Government funding for our operations. We rely on our member's dues, donations from the public and in-house fundraising activities. The over 45,000 Legion members in BC/Yukon are dedicated to assisting Veterans and local communities. Here are some ways we give back:

- \$1,000,000 to sponsor the Veterans' transition and trauma counseling program at UBC for Veterans.
- The Legion has contributed to the education of over 200 rural family doctors through UBC Chair of Family Practice.
- \$250,000 commitment to providing education transition services for Veterans at BCIT.
- Over \$600,000 donated annually for Veterans' hospitals and extended care facilities.
- Over \$350,000 donated to Youth Programs, sponsoring a variety of sports teams.
- Over \$275,000 in Bursaries and Scholarships.
- Sponsor over 5,000 cubs, scouts, guides and cadet groups.
- \$25,000 donated annually to send youth athletes to National Athletic Camps.
- Over \$500,000 from poppy funds in direct assistance to Veterans and their dependents in need.

Again, we thank you for your sponsorship and support of this very important project. Consider the Legion for your charitable giving, volunteer opportunities and even for a great place to meet new friends when you join as a member of your friendly local branch!

Sincerely,

Valerie MacGregor,  
President of BC/Yukon Command of The Royal Canadian Legion

P.S. Check out our organization at [www.legionbcyukon.ca](http://www.legionbcyukon.ca)

**Join The Legion to be  
part of a welcoming  
organization:**

# **Where Belonging Matters**

Legion Branches in 150 communities in British Columbia and the Yukon are open for new members and look forward to welcoming you! Legion membership is open to all Canadian citizens 18 and over.

If you'd like to be referred to a local Branch - call, email or go online.

Call: 604.575.8840 or 1.888.261.2211

Email: [info@legionbcyukon.ca](mailto:info@legionbcyukon.ca)

[legionbcyukon.ca](http://legionbcyukon.ca)



Mayor and Council  
District of Mackenzie  
E-mail: [info@districtofmackenzie.ca](mailto:info@districtofmackenzie.ca)

Dear Mayor and Council:

As Minister of Children and Family Development, I am honoured to declare that November will once again be recognized as Adoption Awareness Month.

This month is about raising awareness for adoption and permanency in British Columbia and celebrating the families that provide children and youth with love and support as permanent members of their family. Adoptive families make a difference in the lives of children and youth by providing care, guidance, and a sense of belonging. They offer a welcoming stability, ensuring children and youth have the foundation they need to build the lives they dream of, while recognizing the importance of staying connected to their community and culture.

November is also about recognizing that there are children who are still waiting for permanent families. There continues to be a need for more adoptive families in British Columbia to provide children with permanent, secure, and loving homes.

There are many online resources and support services that can help families who are considering adoption in British Columbia.

- The [Ways to Adopt in British Columbia Web site](#) provides information on adoption in British Columbia, such as infant adoption, relative and step-parent adoption, and adopting a child or youth from another country.
- [Adopt BC Kids](#) is an online portal that provides British Columbians wishing to adopt children and youth from foster care with information and guidance through their adoption application.
- [The Adoptive Families Association of British Columbia](#) provides information and support services for families who wish to adopt now or in the future.

I encourage you to share these resources with your community members who are interested in becoming an adoptive or permanent family.

Please join me in celebrating November as Adoption Awareness Month to recognize all the families that have provided children and youth with the care, compassion, and the unselfish commitment of a permanent home, and to all those who may do so in the future. On behalf of the Government of British Columbia, thank you for your continued leadership in supporting adoptive and permanent families in your community.

Sincerely,

Mitzi Dean  
Minister

*Sent on behalf of the Minister by:*



## NOMINATION PROCESS

### For Call for Nominations for Director at Large Positions 2022/2023

#### To: Elected Officials and NCLGA Members

The following nominations process will be used for the election of two (2) Director at Large Positions for the NCLGA, terms to expire at the 2023 AGM in May 2023.

#### 1. Positions Open for Nomination

The following positions are open for nomination:

- Director at Large (2 Board Positions)

#### 2. Qualifications for Office

Each candidate must be an elected official from a NCLGA member local government or First Nation.

#### 3. Nomination Process

A candidate must be nominated by two elected officials from a NCLGA member local government or First Nation using the approved nomination and consent forms (available at [admin@nclga.ca](mailto:admin@nclga.ca) or on our website at [www.nclga.ca/nominations](http://www.nclga.ca/nominations)).

#### 4. Process for Appointment

In accordance with the NCLGA's Constitution and Bylaws (Section 2 (1)), the NCLGA Board of Directors will appoint the Director at Large positions from the nominations received.

#### General Responsibilities For All Board Positions

- Board members are expected to consider the concerns of the entire NCLGA area when participating at the NCLGA table or representing the NCLGA at events and workshops.
- All Board members will be expected to participate in four meetings throughout the year. Two meetings are held in person in Prince George and two are held virtually. Board members will confirm attendance or express regrets for all scheduled meetings.
- Each Board member will sit on at least one optional NCLGA committee – Finance, Governance, Health Care, or AGM. The Resolutions Committee and Planning & Priorities Committee are Committees of the Whole. Most committee meetings will be held by phone, online, or in person in conjunction with a quarterly board meeting. However, the AGM Committee meets monthly or bi-monthly in the months leading up to NCLGA's AGM & Convention.
- Board members will be aware of and follow NCLGA policies and bylaws.
- Board members will be required to use email and the internet for internal board communications.

**In addition to the general requirements listed above, specific responsibilities are attached for the Director at Large Position:**

#### Director at Large:

- Provide a conduit between members (municipal councils and regional district boards) and the NCLGA Board by reporting out to members and bringing the concerns and perspectives of members to the Board table.
- With the approval of the President, may be asked to speak on behalf of the Association to the members, media, public, or other levels of government.



## NOMINATION FORM

### NOMINATION & CONSENT FORMS FOR 2022/2023 NCLGA DIRECTOR AT LARGE POSITION

We are qualified under the NCLGA Bylaws to nominate<sup>1</sup> a candidate and we nominate:

**NOMINEE:**

Name: \_\_\_\_\_

Elected Position (Mayor/Chief/Councillor/Director): \_\_\_\_\_

Municipality/RD/First Nation: \_\_\_\_\_

Nominated for: DIRECTOR AT LARGE

**NOMINATED BY:**

1 <sup>st</sup> Nominator	2 <sup>nd</sup> Nominator
Name:	Name:
Elected Position:	Elected Position:
Mun/RD/RM/First Nation:	Mun/RD/RM/First Nation:
Signature:	Signature:
Date:	Date:

**CANDIDATE (NOMINEE):**

I consent to this nomination and attest that I am qualified to be a candidate<sup>2</sup> for the office I have been nominated to pursuant to the NCLGA Bylaws. I will also forward to the NCLGA the following documentation:

- Nomination and Consent Form (completed and signed)
- Portrait photograph (resolution: 300 ppi; size: 600x400 px; JPEG format)
- Biographical information: The maximum length shall be 300 words. If the length exceeds this limit, it shall be returned once for editing. If it still exceeds 300 words, NCLGA will edit it as required.

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Submit the photo, biographical information, and completed Nomination and Consent Form to the NCLGA at [admin@nclga.ca](mailto:admin@nclga.ca).

**Submission Deadline: December 16, 2022 at 4:00 p.m. PST**

1. Nominations need to be received from two elected officials of members of the NCLGA.
2. Candidates must be an elected official from an NCLGA local government member.

Resource Municipalities Coalition  
Meeting Minutes  
August 10th, 2022  
Northern Rockies Regional Municipality  
&  
Via Zoom  
9:00 am (MST)

**Present:**

**Executive Members**

Mayor Atkinson            Mayor Fraser  
Mayor Foster                Mayor Ackerman

**CAOs**

Moira Green (virtual)

**Others**

Naomi Larsen – Chetwynd Chamber of Commerce (virtual))  
Mike Whalley – Executive Director  
Recording Notes: Mike Whalley

---

**1. Call to order**

The meeting was called to order at 9:09 am (MST) by acting chair Mayor Foster.

**2. Additions to the Agenda**

**3. Adoption of the agenda**

The agenda for August 10<sup>th</sup>, 2022.

*“THAT, the amended Agenda of August 10<sup>th</sup>, 2022, be approved as presented.”*

Moved/seconded,  
Carried

**4. Adoption of Minutes**

July 13<sup>th</sup>, 2022 RMC meeting minutes.

*“THAT, the minutes of the July 13<sup>th</sup>, 2022 Resource Municipalities Coalition meeting be adopted as received.”*

Moved/Seconded  
Carried

**5. Financial Statement**

The YTD financial snapshot review and budget amendment.

*“THAT, the YTD financial report for the Resource Municipalities Coalition be accepted as presented, and*

*THAT, the remaining YTD Snapshots for 2022 reflect the amended budget, with the document of amendment attached.”*

*Moved/Seconded*

*Carried*

## **6. Presentation**

There were no presentations for the August 10<sup>th</sup> meeting.

## **7. Work in Progress and Old Business**

a.

- i. Northern BC Rail Analysis – Discussion on potential opportunity for the North Peace Rural Roads Coalition to advance the Planning and Advocacy recommendation of the Rail Analysis. This meeting between Executive Directors has yet to take place as The North Peace Rural Roads Executive Director completes the review of the full Analysis. Anticipated to take place in the later part of August.

The Executive further discussed the decision to release the document publicly and requested that the Northern BC Rail Analysis be copyrighted.

*“THAT, The Resource Municipalities Coalition will register the Northern BC Rail Analysis for copyright.”*

*Moved/Seconded*

*Carried*

- ii. Northern Health – The Executive Director following a recent email sent regarding a requested meeting with the Northern Health Board, is tentatively scheduled for October 18<sup>th</sup> and likely will be held in Prince George.

This brought forward a discussion about a possible rally at UBCM in September with some actions that municipalities could use to potential encourage change and action by the province.

- iii. Forestry – Mayor Atkinson noted that the Mackenzie Timber Supply Area Public Review was underway and referenced that the process engaged by the province does not appear to consider recommendations of a 2020 Revitalization document.

The meeting was temporarily adjourned at 10:18 am.

The meeting was called to order at 10:28 am.

**8. Correspondence**

- a. Letter received from the Ministry of Forests regarding the RMC letter sent on February 17<sup>th</sup> regarding the Intentions Paper Initiative and Policies for Community Forests Agreements

**9. Reports**

- a. There were no reports for August 10<sup>th</sup>, 2022.

**10. New Business**

- a. Immigration challenges to rural and remote communities was brought forward by Mayor Atkinson and through further discussion amongst those in attendance, resulted in a request for the Executive Director to schedule MP, Bob Zimmer or someone able to speak to the Canadian Immigration Policy and its impact on a provincial level.

**11. Upcoming Events**

- a) 2022 UBCM – Sept 12 – 16, 2022 – Whistler, BC
- b) Municipal Elections – October 15, 2022, BC
- c) FNMPC “The Values Driven Economy Conference – April 24-25, 2023, Vancouver, BC

Next RMC meeting September 28<sup>th</sup>, 2022 @ 1:00pm – City of Fort St John.

Meeting was adjourned at 10:59 am (MST).



---

Mayor Gary Foster  
Northern Rockies Regional Municipality  
Acting Chair Resource Municipalities Coalition

Resource Municipalities Coalition  
Meeting Minutes  
July 13th, 2022  
District of Mackenzie  
&  
Via Zoom  
9:00 am (MST)

**Present:**

**Executive Members**

Mayor Atkinson                      Mayor Fraser  
Mayor Foster

**CAOs**

Diane Smith

**Others**

Bev Vandersteen – Fort Nelson Chamber of Commerce (video)  
Naomi Larsen – Chetwynd Chamber of Commerce (video)  
Bob Brash – Truck Loggers Association (video)  
Mike Whalley – Executive Director  
Recording Notes: Mike Whalley

---

**1. Call to order**

The meeting was called to order at 9:03 am (MST) by acting chair Mayor Atkinson.

**2. Additions to the Agenda**

- a. Correspondence from Geoscience BC regarding a Carbon Capture and Storage Atlas meeting with RMC Mayors
- b. Agro Connect conference information and discussion

**3. Adoption of the agenda**

The agenda for July 13<sup>th</sup>, 2022.

*“THAT, the amended Agenda of July 13<sup>th</sup>, 2022, be approved as presented.”*

Moved/seconded,  
Carried

**4. Adoption of Minutes**

June 8<sup>th</sup>, 2022 RMC meeting minutes.

*“THAT, the minutes of the June 8<sup>th</sup>, 2022 Resource Municipalities Coalition meeting be adopted as received.”*

Moved/Seconded  
Carried

## 5. Financial Statement

*“THAT, the YTD financial report for the Resource Municipalities Coalition be accepted as presented”*

*Moved/Seconded*

*Carried*

## 6. Presentation

Geoff Morrison, Jack Middleton, and Kelly McTaggart from CAPP provided an overview of the BC Royal Review changes, highlighting that while we may not have gotten everything that was being asked for, the new framework will be of benefit to both industry and the province. A few areas still require working out, cost inclusion supports being one that CAPP is monitoring.

CAPP has a new CEO, Lisa Baiton and hopeful that she will be attending UBCM in September, providing us an opportunity to meet her.

CAPP highlighted that the speed at which the Blueberry Decision was moving, was creating challenges from an investment perspective. Mayor Fraser noted that discussion around other tables have chosen to no longer call this decision as the Blueberry Decision as it has brought racist and discriminating language and actions to be focused on the Blueberry First Nation and asked that CAPP take leadership and refer the decision as the Cumulative Decision going forward to which CAPP agreed.

## 7. Work in Progress and Old Business

a.

- i. Northern BC Rail Analysis – discussion on the release of the document was formalized as the viewer friendly and one-page were completed earlier in the week.

Discussion and agreement amongst the Executive were that the Analysis would be released to funding supporters (communities, government representatives and First Nations that provided support in the funding application with NDIT), and to stakeholders (Tony Forgarassy of First Tellurium, John Schadan of Conuma Coal, Ken Shields from Conifex, and David Markham of AltaGas), as well as Sohee Ahn and Kathryn Weichers from the Ministry of Transportation and Infrastructure, prior to the public.

The slower release to the public will allow supporters and contributors to review and understanding the recommendations prior to the release of the Analysis to the public. Release to the public will be via the one-pager that instructs interested parties to reach out to the RMC Executive Director to receive a copy of the Analysis. This will allow the RMC to track those who have received a copy as well as allow an opportunity to engage and discuss opportunities for advocacy work from the RMC.

The Executive made the following motion regarding the release of the Northern BC Rail Analysis.

*“THAT, the Resource Municipalities Coalition release the Northern BC Rail Analysis to the public in a process as outlined by the Executive Director.”*

*Moved/Seconded*

*Carried*

- ii. Northern Health – during discussions at the June 8<sup>th</sup> meeting, it was decided that the Executive Director was to reach out the Board of Northern Health and attempt to schedule a presentation to the Board by the RMC at their next Board meeting. The Executive Director at this time has a tentative date of October 18<sup>th</sup> to have the Executive of the RMC appear before the Northern Health Board.

Additionally, the Executive Director was asked to understand the process of involving the Ombudsperson’s office in dispute resolutions, and it is highly recommended by the Ombudsperson’s office that every attempt to resolve issues be exhausted prior to engaging with them. The Board meeting opportunity of October 18<sup>th</sup> will be an attempt to collaborate to resolve concerns raised in the RMC’s request for an audit of Northern Health.

The Executive Director shared that there has been no correspondence received from the province regarding the request for an audit or the request for a meeting to discuss why the RMC has requested the audit.

- iii. As part of the 2021 -2023 Strategic Plan, agriculture was determined to be an engagement piece for the RMC and the Executive Director has been in discussion with Community Futures Peace Liard and NKC Marketing regarding an Agri Connect Conference in February 2023.

The Executive Director brought forward discussion ideas that the organizers are looking at for the conference. As each of the discussion topics were broad ranging, the Executive Director will send via email the suggested discussion topics for individual members of the RMC executive to provide comment on.

## **8. Correspondence**

- a. Supporting Federal Funding Initiative – Minister Fleming
  - i. In response to Minister Fleming’s letter from the RMC on providing support on funding applications to replace the Taylor Bridge, the RMC asked for timelines associated to next steps as the Ministry noted in their response that they had yet to make application to the federal government.
- b. Select Standing Committee of Financial and Government Services
  - i. A copy of the RMC’s submission was provided for information.
- c. NTCF support letter for Dave Nikolejsin
  - i. A copy of the letter of support was provided for information.

- d. NTCF support letter – Progressive Ventures
  - i. A copy of the letter of support for Progressive Ventures was provided for information.

## 9. Reports

- a. There were no reports for July 13<sup>th</sup>, 2022.

## 10. New Business

- a. Bob Brash from the Truck Loggers Association (TLA) brought forward the annual UBCM dinner that TLA hosts and asks that Mayors share any concerns or questions that they may have of Ministry Conroy, as she will be attending the dinner.
- b. Bob Brash from the TLA led a discussion on partnering with the RMC in a networking event for industry and local government sometime in November 2022. This event is something that the TLA does throughout the province and felt it was time to come to the northeast.

The discussion on this matter recognized the forecasted changes to the RMC executive and respective councils, noting that this was a great opportunity to help new Mayors and Councillors to network and learn the value adds of the RMC and its partnerships with other organizations within the province like the TLA.

The Executive passed the following motion:

*“THAT, the Executive Director of the Resource Municipalities Coalition work with the Executive Director of the Truck Loggers Association to develop and advance a networking session.”*

Moved/Seconded  
Carried

## 11. Upcoming Events

- a) 2022 UBCM – Sept 12 – 16, 2022 – Whistler, BC
- b) Municipal Elections – October 15, 2022, BC
- c) FNMPC “The Values Driven Economy Conference – April 24-25, 2023, Vancouver, BC

Next RMC meeting August 10<sup>th</sup>, 2022 – Northern Rockies Regional Municipality.

Discussion of upcoming meets was had by the Executive as UBCM, and Municipal Elections create timing challenges.

The current schedule would see meetings on September 14<sup>th</sup>, in midst of UBCM, and October 12<sup>th</sup>, days prior to Municipal Elections, resulting in a decision to hold a joint September/October meeting on September 28<sup>th</sup>.

The executive requested that the Executive Director send out notice to all members of this change.



Meeting was adjourned at 11:35 am (MST).



\_\_\_\_\_  
Mayor Joan Atkinson  
District of Mackenzie  
Acting Chair Resource Municipalities Coalition

**Resource Municipalities Coalition  
Meeting Minutes  
June 8th, 2022  
District of Taylor  
&  
Via Zoom  
9:00 am (MST)**

**Present:**

**Executive Members**

Mayor Atkinson (video)	Mayor Fraser
Mayor Foster (video)	Mayor Ackerman

**CAOs**

Scott Barry (video)	Diane Smith (video)
Moira Green	

**Others**

Bev Vandersteen – Fort Nelson Chamber of Commerce (video)  
Mike Whalley – Executive Director  
Recording Notes: Mike Whalley

---

**1. Call to order**

The meeting was called to order at 9:05 am (MST) by acting chair Mayor Fraser.

**2. Additions to the Agenda**

a. NTCF letter of support for Dave Nikolejsin, re rail line between Buick and Fort Nelson

**3. Adoption of the agenda**

The agenda for June 8<sup>th</sup>, 2022.

*“THAT, the amended Agenda of June 8<sup>th</sup>, 2022, be approved as presented.”*

Moved/seconded,  
Carried

**4. Adoption of Minutes**

May 11<sup>th</sup>, 2022 RMC meeting minutes.

*“THAT, the minutes of the May 11<sup>th</sup>, 2022 Resource Municipalities Coalition meeting be adopted as received.”*

Moved/Seconded  
Carried

**5. Financial Statement**

*“THAT, the YTD financial report for the Resource Municipalities Coalition be accepted as presented”*

*Moved/Seconded*

*Carried*

**6. Presentation**

No presentation for June 8, 2022.

**7. Work in Progress and Old Business**

a.

- i. Northern BC Rail Analysis will be presented to member councils on June 8<sup>th</sup> at 6:00 pm this evening with a more viewer friendly version completed for release purposes.
- ii. Northern Health call for an audit and meeting has gone unanswered by the province, despite media attention and multiple requests from the RMC and other communities, and other organizations.

Recent support from the BC Nurses Union has failed to generate further attention to the matter by the province. This led to a discussion as to what steps do we need to make as an organization to advance the request.

The RMC through this discussion felt it would be best to reach out to the Northern Health Board to request a meeting at their next Board meeting to have a discussion on why the RMC has requested an audit and what can we collaboratively do to rectify the challenges facing Northern Health.

While working to coordinate this meeting, the Executive Director will continue to reach out to the province, requesting a meeting with the Premier and Minister of Health, will research the ability to connect with the Ombudsperson of BC, and reach out to RMC area MLAs to open discussions.

The Executive passed the following resolution:

*“THAT, the Executive Director of the Resource Municipalities Coalition will reach out to one of the northeast representatives of the Northern Health Board to discuss a meeting between the Northern Health Board and the Resource Municipalities Coalition at their next Board meeting.”*

*Moved/Seconded*

*Carried*

- b. Geoscience BC membership was reviewed and determined that there was no value to the RMC to become an Associate Member at this time.

## 8. Correspondence

- a. Supporting Federal Funding Initiative – Minister Fleming
  - i. It was noted that Minister Fleming requested support and that the RMC within a week had reached out to the Ministry to determine how we could be of assistance and have yet to receive correspondence regarding the request.
- b. Electoral Boundaries Commission Submission
  - i. A brief review and discussion of the submission took place. No further direction was given at this time; however, the Executive Director will monitor for findings from the Commission.
- c. Peace Region Community Corridor – Mayor Ackerman
  - i. Mayor Ackerman discussed the origins of the letter, and the Executive passed a resolution for the Executive Director to reach out to the organization.

*“THAT, the Executive Director contact the author of the letter to discuss intent and next steps associated to the Peace Region Community Corridor.”*

Moved/Seconded  
Carried

## 9. Reports

- a. Canada’s Productivity Performance over the Past 20 Years – Business Council of BC
  - i. This report, along with others have been shared with the Executive for information purposes over the past few years.

## 10. New Business

- a. Request for a letter of support from Dave Nikolejsin was received and discussed. The request is associated to a National Trades Corridor Fund application being made regarding upgrading the rail line between Buick and Fort Nelson.

The Executive discussed the positive impacts of this support and made the following resolution:

*“THAT, the Executive Director will draft a letter of support for the National Trades Corridor Fund application being made by Dave Nikolejsin.”*

Moved/Seconded  
Carried

**11. Upcoming Events**

- a) BC First Nations Forestry Conference – June 22-23, 2022, Virtual Event
- b) Fort St John & District Chamber – Creating Energy Conference – June 22-24, 2022, Virtual Event
- c) 2022 UBCM – Sept 12 – 16, 2022 – Whistler, BC

Next RMC meeting on July 13<sup>th</sup>, 2022 – District of Mackenzie.

Meeting was adjourned at 10:47 am (MST).



---

Mayor Rob Fraser  
District of Taylor  
Acting Chair Resource Municipalities Coalition

## Rural and Remote Indigenous Food Action Grant: Supporting Community Food Security and Food Sovereignty in Northern BC

Earlier this year, Northern Health collaborated with First Nations Health Authority (FNHA) to create the [Rural, Remote and Indigenous Food Action Grant](#). The grant supports community food action and [Indigenous food sovereignty](#) with the goal of improving community [food security](#) within the Northern Health region. The grant received a great deal of attention. We received 71 applications and invested over \$200,000 into 6 projects.

One of the successful applicants, Indigenous Food Sovereignty Association (ISFA), received funding to support the purchase of new farming equipment as well as the expansion of an outdoor kitchen for [Tea Creek Farms](#).

*“This funding will contribute to long-term food security projects in our local communities. One of the mandates of the IFSA is to help communities create long term food sovereignty initiatives that will be lasting and resilient. With solid funding in 2022 we will be able to train, teach and plan with communities on their own food sovereignty goals. We will also be working closely with at least one of our First Nations partners in 2022 in their community to develop fallow land for long-term food production.*



Photo credit: Tea Creek

*The equipment purchased for farm expansion and community work in 2022 is projected to last at least 20-30 years under good maintenance. This equipment will provide long term benefits on a year-to-year basis and will be used continually through the years to cultivate food security for the north.” ~ Peter Kok & Jacob Beaton, Tea Creek Farms*

Applications are now open from November 1 to 30. The funding will support up to 6 projects. Learn more details at the [Rural, Remote and Indigenous Food Action Grant](#) webpage.

## Share Your Opinion

### Call for Youth Storytellers! (Paid Opportunity)

**Deadline: November 18, 2022**

The [Young Canadians Roundtable on Health](#), in partnership with The Sandbox Project, [Healthy Debate](#) and the [Healthy Communities Initiative](#), are looking for youth ages 12 to 25 for the continuation of the project called “In Their Own Words - Reflections by Youth on the Pandemic.” Stories will be published on Healthy Debate to amplify youth voices and generate awareness of the youth pandemic experience to fellow Canadians.

## Resources (toolkits, reports, websites)

### Harm Reduction and the Overdose Crisis Resource

As a follow-up to the Union of BC Municipalities, the Community Action Initiative (CAI) is sharing new resources for local government elected officials. This [resource](#) will support conversations that elected officials are having with communities about harm reduction and the overdose crisis.

### Northern BC Healthy K to 12 Schools Newsletter: Issue 3 Fall 2022

The Northern BC [Healthy K to Schools Newsletter](#) provides an informative range of health topics and links to resources for school staff, students, and families. In this issue, learn about mental wellness, food allergy awareness, teaching tools, and much more. It is best viewed in an electronic format. Contact Northern Health's [Healthy Schools Nursing Lead](#) if you have questions or ideas for future newsletter topics.



## Funding Opportunities

### Reaching Each and Every One: A Community Sport Intervention Deadline: November 10, 2022

The overarching goal of [Reaching Each and Every One: A Community Sport Intervention](#) is to support community level projects that remove barriers and increase recreational sport access, participation, and retention rates for underrepresented groups, in particular, Black, Indigenous racially diverse, 2SLGBTQQIA+, low-income and newcomer populations, as well as people living with disabilities. Local governments, community organizations, and not for profit groups which deliver recreational sport programs are encouraged to apply.

### Farm to School BC Grants Deadline: November 13, 2022

Farm to School BC grant season has returned for the 2022-23 school year, opening on Monday, October 3, 2022. In support of school communities launching farm to school projects, Farm to school BC offers two grant options and a Grant Writing Workshop webinar on October 20. Visit the [Farm to School webpage](#) to register and learn more.

## **Indigenous Cultural Safety and Cultural Humility Training**

**Deadline: November 25, 2022**

[Funding](#) is available for local governments and First Nations in BC to provide emergency management personnel with cultural safety and humility training, to partner with and assist Indigenous communities during emergency mitigation, preparedness, response, and recovery.

## **FireSmart Community Funding & Supports**

**Deadline: December 31, 2023**

The [FireSmart Community Funding & Supports program](#) provides funding to local governments and First Nations in BC to increase community resiliency by undertaking community based FireSmart planning and activities that reduce the community's risk from wildfire.

## **Vision Zero in Road Safety Grant**

**Deadline: January 16, 2023**

The British Columbia Vision Zero in Road Safety Grant Program offers funding to local governments, Indigenous community governments, and non-government organizations to support road safety projects. The goal of the program is to prevent injuries for vulnerable road users such as people who walk, cycle or wheel in our communities. Indigenous community governments are invited to submit applications for the road safety projects that best suit their needs. Grant projects are funded between \$5,000 and \$20,000 depending on the project. Visit [Vision Zero BC](#) to apply.

## **ChildCare BC New Spaces Fund**

**Deadline: January 2023**

The [ChildCareBC New Spaces Fund](#) provides funding to create new licensed child care, helping families access, affordable, quality, and inclusive child care as a core service they can depend on, while strengthening communities throughout British Columbia.

## **Northern Healthy Communities Fund**

**Deadline: Ongoing**

Eligible local governments, First Nations and non-profit organizations that provide supports and services to people in expanding communities near the Coastal Gaslink and LNG Canada projects can apply for project funding through the [Northern Healthy Communities Fund](#).



## **First Nation Adapt Program**

### **Deadline: Ongoing**

This program provides [funding](#) to First Nation communities, Indigenous organizations, and band or tribal councils located below the 60th parallel to assess and respond to climate change impacts on community infrastructure and disaster risk reduction.

## **Indigenous Climate Health Action Program**

### **Deadline: Ongoing**

Indigenous Climate Health Action Program (ICHAP) funds climate action projects that are community driven and focus on health and wellness outcomes. ICHAP is now accepting [expressions of interest](#) for projects starting spring 2023 onward.

## **Reaching Home – BC Rural and Remote Homelessness Strategy**

### **Deadline: Ongoing**

The [BC Rural and Remote Homelessness Strategy Funding](#) is available to communities who are not currently part of an existing Reaching Home funding program, to support projects that reduce and prevent homelessness. Eligible projects can run between April 1, 2022 and March 31, 2023.

## **Northern Health Stories**

### **3 things you need to know about flu season**

As of October 11, flu season has officially kicked off. Here's what you need to know when getting your flu shot this year....[continue reading](#).

### **Calling all volunteers! Entertainment returns to NH long-term care facilities**

Many of our long-term care and assisted living facilities are on the lookout for entertainment volunteers. If you have an entertaining skill or talent you'd like to share with our residents, please apply at [www.nhvolunteer.ca](http://www.nhvolunteer.ca).....[continue reading](#).

### **National Day of Truth and Reconciliation – A message from Nicole Cross, VP Indigenous Health**

September 30 has been declared Orange Shirt Day, in recognition of the past harms and atrocities inflicted on Indigenous children in residential schools across the country. To commemorate the day, the Indigenous Health department worked with newly

appointed Vice President of Indigenous Health, Nicole Cross | Noxs Ni'isYuus, to share her three key sentiments and reflections on reconciliation....[continue reading](#).

See the latest stories at [stories.northernhealth.ca](http://stories.northernhealth.ca)

## E-Brief Information

The Healthier Northern Communities [E-Brief](#) is produced by [Northern Health's regional Population and Preventive Public Health program](#).

**To subscribe**, send a blank email to [healthycommunities@northernhealth.ca](mailto:healthycommunities@northernhealth.ca) with "subscribe" in the subject line.

**To unsubscribe**, send a blank email to [healthycommunities@northernhealth.ca](mailto:healthycommunities@northernhealth.ca) with "unsubscribe" in the subject line.

**To share information, articles, or resources of interest to northern BC communities**, send an email to [healthycommunities@northernhealth.ca](mailto:healthycommunities@northernhealth.ca). If you have any questions about our list and your privacy, please phone (250) 637-1615.



**COUNCIL REPORT**

**To:** Mayor and Council  
**From:** Mayor Joan Atkinson  
**Date:** October 28, 2022  
**Subject:** 2023 Council Liaison Appointments

---

**RECOMMENDATION:**

THAT Council approves the 2022 – 2026 Council Liaison Appointments as attached in this report.

**BACKGROUND:**

After a local government election or annually, Mayor and Councillor liaison appointments are made to various boards and or committees. Statutory and mandatory appointments are required for various positions and other liaison appointments may be made at the discretion of Council. The 2022-2026 Council Liaison Appointment listing has been attached for consideration.

**BUDGETARY IMPACT OF RECOMMENDATION:**

Committee and liaison appointments where business is primarily conducted within Mackenzie will not incur travel expenses. Travel expenses for the Climate Action, Forestry, and Mining Liaison positions will be reimbursed in accordance with the District of Mackenzie Expense Account Regulation Policy. Other travel or expenses for liaison appointments will be approved on a case-by-case basis by the Mayor or Chief Administrative Officer.

**COUNCIL PRIORITY:**

As a whole, the Council liaison appointments complement the four Council Strategic Priorities.

Respectfully Submitted,



---

Mayor Joan Atkinson



## 2023 Council Liaison Appointments

### **Annual Appointments**

Ending November 1<sup>st</sup> of Each Year

#### **Deputy Mayor**

Councillor Barnes	November 1, 2022 – February 28, 2023
Councillor Hipkiss	March 1, 2023 – June 30, 2023
Councillor McMeeken	July 1, 2023 – October 31, 2023

#### **Access and Inclusion Committee**

Liaison:	Councillor McMeeken
Alternate:	Councillor Wright

#### **Asset Management Committee**

Liaison:	Mayor Atkinson
----------	----------------

#### **Chamber of Commerce**

Liaison:	Councillor Brumovsky
Alternate:	Councillor McMeeken

#### **CNC Advisory Group**

Liaison:	Councillor Barnes
Alternate:	Councillor Tapper

#### **Grant Adjudication Committee**

Liaison:	Councillor Brumovsky
Liaison:	Councillor McMeeken

#### **Mackenzie Wildfire Advisory Committee**

Liaison:	Councillor Barnes
Alternate:	Mayor Atkinson

#### **Municipal Library**

Liaison:	Councillor Tapper
Alternate:	Councillor Brumovsky



**New Horizons – Senior Inclusion Solutions Advisory Group**

Liaison: Councillor Wright

**MLMCF Council Representative**

3-Year Term Ending June 2025

**McLeod Lake Mackenzie Community Forest (MLMCF)**

Liaison: Councillor Hipkiss

**Strategic Priorities Liaisons**

4-year Appointments Ending November 1, 2026

**Agricultural Opportunities and Food Security Liaison**

Liaison: Councillor Tapper  
Alternate: Councillor Brumovsky

**Climate Action Liaison**

Liaison: Councillor Hipkiss  
Alternate: Councillor Tapper

**Education Liaison**

Liaison: Councillor Wright  
Alternate: Councillor Brumovsky

**Forestry Liaison**

Liaison: Mayor Atkinson  
Alternate: Deputy Mayor

**Indigenous Relations and Reconciliation Liaison**

Liaison: Councillor Barnes  
Alternate: Councillor Wright

**Mining Liaison**

Liaison: Councillor Barnes  
Alternate: Councillor Wright



## **Full Term Appointments to Other Boards**

Ending November 1, 2026

### **BC Hydro Peace River/Williston Reservoir Advisory Committee**

Liaison: Mayor Atkinson

### **DoM Emergency Executive Committee**

Liaison: Mayor Atkinson

Liaison: Councillor McMeeken

### **Northern Development Initiative Trust - Prince George Regional Advisory Committee**

Liaison: Mayor Atkinson

Alternate: Councillor Wright

### **Prince George Treaty Advisory Committee – Regional District Sub.**

Liaison: Councillor Wright

### **Regional District of Fraser-Fort George**

Director: Mayor Atkinson

Alternate: Councillor Wright

## **COUNCIL REPORT**

**To:** Mayor and Council

**From:** Fire Department

**Date:** November 8, 2022

**Subject:** Construction Update for the New Mackenzie Fire Hall and the Demolition of the Existing Fire Hall

---

### **RECOMMENDATION:**

THAT Council receives this report for information.

### **BACKGROUND:**

Since the last Council update, the fire hall schedule continues to experience delays. Southwest Design & Construction Ltd. has revised the schedule with the estimated partial substantial completion of the building to be December 16, 2022. The old hall is slated to come down in the spring. Final landscaping and paving remains scheduled for spring 2023.

Strides that have been made since the last council update include continuation of exterior and interior finishing. The District team has carried on formally meeting bi-weekly with the Consultant and Contractor team, and informally daily/weekly. The Contractor continues to have issues with trade labour, and internal staff turnover and availability. The owner of the Contractor team has become more involved and we hope that this will help bring the project to a successful completion.

### **BUDGETARY IMPACT:**

These delays have no impact to the overall project budget at this time.

### **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,

A handwritten signature in black ink that reads "Jamie Guise".

---

Jamie Guise, Fire Chief

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

---

Approved for Submission to Council



## **COUNCIL REPORT**

**To:** Mayor & Council  
**From:** Recreation Services  
**Date:** November 1, 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 use and storage 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 a lot of feedback. In discussion with the Mackenzie Community Arts Council, the following updates have been made to the original contract:

#### **1) Delete Bullet #2**

#### **2) Add the following new bullets:**

- The stage may not be removed from the Mackenzie Recreation Centre facility without MCAC board approval as this is to be avoided to preserve the long-term quality of the equipment.

*Note: This provision was included in the Northern Development Initiative Trust discussions and application to avoid unnecessary damage. It also encourages users to rent the stage and the community hall for District revenue.*

- The Mackenzie Community Arts Council stores the labeled curtaining in clearly marked black and red bins with the staging equipment so it may be accessed by the Mackenzie Recreation Centre for stage rentals, with the understanding that the curtains will be treated with care. Curtains may not be displayed on exterior windows for more than a period of one week to avoid sun damage. Curtains may be removed and used off Mackenzie Recreation property by the Mackenzie Community Arts Council only.

*Note: a full inventory of staging equipment is located in a Staging Binder in the MCAC office.*

A copy of the new agreement with changes included has been attached for Council's consideration.

**BUDGETARY IMPACT:**

N/A

**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



Approved for Submission to Council



## This Agreement has been made this 1st day of December 2022

Between:

**District of Mackenzie  
Recreation Services Department**  
#1 Mackenzie Boulevard  
Bag 340  
Mackenzie, BC V0J 2C0  
Email: [recoffice@districtofmackenzie.ca](mailto: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](mailto: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 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 December 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.
- The stage may not be removed from the Mackenzie Recreation Centre facility without MCAC board approval as this is to be avoided to preserve the long-term quality of the equipment.

*Note: This provision was included in the Northern Development Initiative Trust discussions and application to avoid unnecessary damage. It also encourages users to rent the stage and the community hall for District revenue.*

- The Mackenzie Community Arts Council stores the labeled curtaining in clearly marked black and red bins with the staging equipment so it may be accessed by the Mackenzie Recreation Centre for stage rentals, with the understanding that the curtains will be treated with care. Curtains may not be displayed on exterior windows for more than a period of one week to avoid sun damage. Curtains may be removed and used off Mackenzie Recreation property by the Mackenzie Community Arts Council only.

*Note: a full inventory of staging equipment is located in a Staging Binder in the MCAC office.*

### **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

## **COUNCIL REPORT**

**To:** Mayor & Council

**From:** Recreation Services

**Date:** November 1, 2022

**Subject:** Recreation Fees and Charges Update

---

### **RECOMMENDATION:**

THAT Council approves the amendments to the Recreation Services Rates & Fee Policy 8.1 as attached.

### **BACKGROUND:**

The Recreation Services Rates & Fee Policy 8.1 was updated at the Regular Council meeting on January 24, 2022. Staff are recommending two changes:

1. That ice rates be set for the ice season, which generally runs from September to April. Ice rate changes are being made in order to make it clear in the by-law that the rate applies to the ice season and not the calendar year - this is how it was always done.
2. That a Little Mac Day Pass rate be added at half the value of what seasonal rate is. Day passes are being added back to the ski hill fees now that COVID restrictions have been lifted and also based on feedback from public.

To implement these changes, the Recreation Fees and Charges Bylaw No. 1403, 2018, must also be amended. This policy guides how the fees are set and the bylaw is the tool local government uses to set the actual fees to be paid. The bylaw would not take effect until November 29, 2022 if approved by Council.

A copy of the proposed changes to the bylaw have been included in the bylaw section of this agenda for Council's consideration.

### **BUDGETARY IMPACT:**

These adjustments would have minimal impact on the budget.



**COUNCIL PRIORITIES:**

**Community and Social Development**

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

**Strong Governance and Finances**

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

Respectfully Submitted,



---

Terry Gilmer  
Director of Recreation Services



---

Wendy Peterson  
Finance Manager



---

Approved for Submission to Council

8.1

**DISTRICT OF MACKENZIE**

**Recreation Services Rates & Fee Policy**

Established by Council on May 25, 1999 - Resolution No. 21533  
Amended by Council on September 10, 2001 - Resolution No. 22757  
Amended by Council on March 8, 2004 - Resolution No. 23952  
Amended by Council on June 26, 2006 - Resolution No. 25099  
Amended by Council on January 28, 2008 - Resolution No. 25979  
Amended by Council on October 14, 2014 - Resolution No. 29219  
Amended by Council on April 10, 2018 – Resolution No. 30205  
Amended by Council on November 13, 2018 – Resolution No. 30793  
Amended by Council on July 22, 2019 – Resolution No. 31079  
Amended by Council on August 12, 2019 – Resolution No. 31095  
Amended by Council on December 14, 2020 – Resolution No. 31770, 31771  
Amended by Council on January 24, 2022 - Resolution No. 32286, 32287, 32288  
Amended by Council on \_\_\_\_\_ - Resolution No. \_\_\_\_\_

---

**Purpose:**

To establish a consistent and fair basis for setting general admission, program registration and rental fees for Recreation Service facilities and services and to justify subsidy levels.

**Definitions:**

For this policy the following definitions shall apply:

Adult – for purposes of general admission aged 19- 59 years.

Base Rate – a single price which when applied to a formula determines all other prices of a similar category.

Child – for purposes of general admission aged 0 – 5 years.

Clean-Up Fee – where conversion of the community hall, arena dry floor or other large space is required for take down of seating, staging, tables, decorations and banners an additional two hours of the appropriate rental charge will be applied to recover some of the staff costs to take down in the space. This can also apply to cleaning up bodily products. Clean-up fees will only apply when additional staffing is required.

Drop-in Program – a Recreation Services Department sponsored activity which allows the participant to pay the general admission rate at the time of the program without preregistering. The program may be self-directed or require an instructor.

Family – for purposes of general admission a group of 6 or less with at least one, but no more than 2 adult(s), all living at same address, gaining entrance as a unit.

General Admission – the price charged for participation in drop-in activities occurring in one visit during open public hours.

Minor Sport Organization – an organized not for profit group which rents facility space to provide sport/recreation opportunity to participants under 19 years of age under adult supervision.

Multipass – A FOB (chip programmed key-style tag) programmed with pre-paid general admissions. Each admission can be used for drop-in activities for one visit during open public hours. When purchased in quantities of 25 visits discounts apply. There is an annual expiry date.

Non-Resident Fee – someone who has no proof of residency in Mackenzie, McLeod Lake, or the Powder King residential area.

Program Costs – the variable costs of providing the programs of the Recreation Services Department i.e.: instructors, lifeguards, materials and supplies, administration, advertising and registration services.

Recreation Membership – a FOB (chip programmed key-style tag) programmed at a pre-set price to allow unlimited access to drop-in activities during open public hours for a pre-set duration of time (1, 6, or 12 months). The user determines how much of a savings by frequency of use.

Registered Program – a Recreation Services Department sponsored activity requiring predetermined minimum number of participants to run which require the participant to commit their participation by pre-registering and paying before the program will commence. Usually the program requires an instructor or leader.

Senior – for purposes of general admission aged 60 years and over.

Set-Up Charge – where conversion of the community hall, arena dry floor or other large space is required for seating, staging, tables, decorations and banners or other requirements an additional two hours of the appropriate rental charge will be applied to recover some of the staff costs to set up the space.

Special Event – An occasional event hosted and sponsored by an organization other than the Recreation Services Department which utilizes Recreation Services Department facilities i.e.: tournament, meet, trade show, concert, circus, conference etc.

Special Event Rate – a discounted fee charged to the sponsor who utilizes large blocks of facility time for the purposes of hosting a special event. The incentive recognizes the positive economic effects that such events bring to the community.

Youth – for purposes of general admission aged 6 – 18 years.

### **General Admission**

1. The same General Admission rates will apply to public skating, public swimming, aquafit, fitness classes, fitness area.
2. The Adult General Admission rate will serve as the Base Rate and the following formula will determine admission prices:

Adult	(19-59 years)	Base Rate + GST
Child	(0-5 years)	Free
Youth	(6-18 years)	50% Base Rate + GST
Senior	(60 yrs. & over)	50% Base Rate + GST
Family	(maximum 6)	200% Base Rate + GST

3. The Director of Recreation Services will recommend the General Admission Base Rate for Council's approval which if approved will automatically set all General Admission rates, and multipasses. In recommending the general admission rate, comparisons will be made to the rates of similar services in other Northern BC communities as well as considering the level of service received for the admission (access hours, experience offered, facility amenities etc.).

### **Multipasses**

1. Discounted quantities for purchase in a Multipass will be determined in the following manner:  
25 admissions – 22 x the General Admission price + GST
2. Multipasses will be made available for the following categories:  
Adult, Youth, Senior
3. Multipasses can be used for one visit at a time for swimming, skating, fitness area, aquafit classes and other appropriate drop-in activities.

### **Recreation Membership**

1. The Adult Membership rate will serve as the Base Rate and the following formula will determine admission prices:

Adult	(19-59 years)	Base Rate + GST
Child	(0-5 years)	Free
Youth	(6-18 years)	50% Base Rate + GST
Senior	(60 yrs. & over)	50% Base Rate + GST
Family	(maximum 6)	200% Base Rate + GST

- The Director of Recreation Services will recommend the Membership Base Rate for Council's approval which if approved will automatically set all membership rates. In recommending the membership rate, comparisons will be made to the rates of similar services in other Northern BC communities as well as considering the level of service received for the admission (access hours, experience offered, facility amenities etc.).

### **Little Mac Season Pass Rates**

- The Little Mack Adult Season Pass rate will serve as the Base Rate and the following formula will determine admission prices:

Adult	(19-59 years)	Base Rate + GST
Child	(0-5 years)	Free
Youth	(6-18 years)	64.29% Base Rate + GST
Senior	(60 yrs. & over)	64.29% Base Rate + GST
Family	(maximum 6)	200% Base Rate + GST

- The Little Mack Day Pass rates will be half of what seasonal rates are.

- The Director of Recreation Services will recommend a Little Mac Season Pass Base Rate for Council's approval which if approved will automatically set all Little Mac Season Pass rates. In recommending the membership rate, comparisons will be made to the rates of similar services in other Northern BC communities as well as considering the level of service received for the admission (access hours, experience offered, facility amenities etc.).

### **Facility Rental**

Rental rates will be determined for the arena ice, arena floor, community hall, and swimming pool with the District's Recreation Fees and Charges Bylaw, as amended, or in the following manner:

- The Base Rate for Arena Dry Floor is 50% Arena Ice Base rate + GST.
- The Base Rate for the Community Hall are based on the District's Recreation Fees and Charges Bylaw, as amended.
- Arena Ice Rental charge shall be 100% of the Base Rate + GST.
- Minor Sports Organizations will pay 45% of the appropriate rate + GST.

5. Special Events rates will be the appropriate hourly rate x minimum hours + GST if block booked as follows:

Pool	6 hours or more
Arena Ice	9 hours or more
Arena Floor	7 hours or more (set up charge not included)
Community Hall	6 hours or more

6. School District No. 57 use of District of Mackenzie Facilities during school hours are charged according to provisions in the Joint Use Agreement.
7. The Director of Recreation Services will recommend the Base Rate for each rental space for Council's approval and when approved will automatically set all rental fees. In recommending the rental base rates, comparisons will be made to the rates of similar facilities in other Northern BC communities. Within those parameters the rate will be set in consideration of remaining one of the lowest rental rates in the comparison markets.

### **Aquatic Programs**

1. Lifesaving, Lifeguard, Leadership and specialty Courses will be the base rate x total instruction hours plus associated program costs (manuals, exam fees etc.) + GST.
2. Private Lessons – rate set to recover entire cost of the instructor's wages.
3. The Director of Recreation Services will recommend the cost per service hour base rate for Swimming Lessons for Council's approval based on the above parameters and which once approved will set all Aquatic Program fees.

### **Registered Programs**

1. Program Fees will be set to approach a recovery rate of a minimum of 50% of the cost to operate the program (program costs) plus GST if appropriate. Programs which have the greatest benefit to the public, for example: healthy lifestyle education initiatives, activities for seniors and general children's programs (preschool programs, summer day camps, Pro D Day camps, after school programs, children's health promotion and physical literacy) may have the highest subsidy. Specialized programs, special interest and programs which have no or limited benefit to the community (skill specific learn to program, birthday parties etc.) will recover more or all the program costs associated to run the program. In setting these fees consideration is given to current market value of the program services and whether the program is appropriate for the public sector to offer.
2. The Director of Recreation Services will set fees, minimum and maximum enrollments based on the above criteria. The fee paid by the participant may be reduced or free when costs are covered by sponsorship from another agency or successful grant funding.

### **Miscellaneous Fees and Charges**

1. The Director of Recreation Services will recommend all Miscellaneous Rates for Council approval.
2. To recover some of the replacement costs for equipment and supplies owned by the Recreation Services Department which are frequently loaned out for community use, i.e. PA system and stage lighting, the department shall set reasonable rate fees.
3. Set up and take down fees for rentals in the Mackenzie Rental Centre; audio-visual equipment rental fees will be established under the Recreation Services Fees & Charges Bylaw, as amended.
4. Junior Hockey Team fees are determined in their lease agreement as approved by District of Mackenzie Council.
5. Ice rates will be set for the ice season, which generally runs from September to April.

### **Exceptions**

1. In fairness to all Mackenzie residents, the Recreation Services Department will not deviate from the established rates by providing reduced rates or no charge for use of facilities for any individuals or groups.
2. Groups and individuals who request Council to waive or deviate from the approved fees covered by this policy will be referred to the established Annual Cash Grant/Grant-in-Kind policy or other established programs or policies where they qualify.
3. District sponsored Community Events, which are deemed open and a benefit to everyone in the community and where the nature and venue of the event makes it difficult to collect fees and control access may be offered at no charge.
4. The Recreation Services Department will have a limited authority to allow free access or special promotional rates for marketing services and for customer service.

### **Recreation Access Program**

This program provides a free Recreation Centre Membership for economically disadvantaged residents of Mackenzie or surrounding areas who qualify under one of the following categories:

1. Referral by the Ministry of Children & Family Development/Ministry of Employment & Income Assistance or Family Services Child & Family Services Guardianship Workers ONLY.
2. BC Seniors Supplement Recipient (Photocopy of your BC Seniors Supplement Statement is required).

3. Qualifying income levels (previous years' Notice of Assessment from Revenue Canada when filing taxes is required, line 150 from the Notice of Assessment must be below the Statistics Canada Low Income Cutoffs) and checking annually on the Federal Government website is the responsibility of the Director of Recreation Services.
  - Recreation Access Program FOBs (data-chip key tags) may be used only by the person named on the FOB and must be presented at each use.
  - Full-time students with no dependents are not eligible for the Recreation Access Program.
  - The Recreation Access Program FOB may be cancelled for non-observance of the rules.
  - The Recreation Access Program FOB will be valid for one year from time of issue. Applicants must reapply annually.
  - If application qualifies FOBs will be sent by mail unless otherwise specified. Please allow 2 weeks processing time.

To apply for this program, applicants must complete an annual application form that can be picked up from the District of Mackenzie Municipal Office or the Mackenzie Recreation Centre. These forms are to be given to the Rec Office in the Mackenzie Recreation Centre.

### **Implementation**

Admission rates may take effect on January 1<sup>st</sup> of each year to coincide with a full fiscal year.

Base Rates will be subject to an increase annually as shown in the fees schedule as attached in the Recreation Fees and Charges Bylaw, as amended.



# Recreation Access Program Application Form

Last Name	First Name	M/F	Date of Birth	For Office Use Only	
				ID card	Issued

Address: \_\_\_\_\_  
 Postal Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

This program is for Individuals with limited income and allows them to participate in recreational activities. In order to qualify the applicant(s) must be a permanent resident who lives within the District of Mackenzie or surrounding areas who qualify under one of the following categories: (please check a, b or c).

- A. \_\_\_\_ Referral.** I have been referred by the Ministry for Children & Family Development/Ministry of Social Development and Social Innovation (Please have your Employment and Assistance Worker/Social Worker/ sign & stamp the space provided below).
- B. \_\_\_\_ BC Seniors Supplement Recipient.** I am eligible for a Recreation Access card under this category. (Photocopy of your BC Seniors Supplement Statement is required)
- C. \_\_\_\_ Others in Need.** You MUST provide use with your previous years' Notice of Assessment that you get back from Revenue Canada when you file your taxes. No other documentation will be accepted. After May 31<sup>st</sup>, only the current years' Notice of Assessment will be accepted. Line 150 of your Notice of Assessment must be below the Statistics Canada Low Income Cutoffs (see chart below).

Qualifying Income Levels	
# in family	Level of household income yearly
1	\$18,000.00
2	\$22,453.00
3	\$28,541.00
4	\$32,973.00
5	\$35,973.00
6	\$38,973.00
7	\$41,916.00

Ministry for Children & Family Development/Ministry of Social Development and Social Innovation/ <u>ONLY</u> .	
*(Please ensure client lives in Mackenzie, McLeod Lake or surrounding area and meets our economic criteria before signing and stamping). I authorize that the applicants listed above are eligible and qualify for the District of Mackenzie Recreation Access Program.	
_____	_____
<b>Print Name Clearly</b>	<b>Staff Signature</b>

**PLEASE READ CAREFULLY AND SIGN BELOW**

- Recreation Access Program FOBs (data-chip key tags) may be used only by the person named on the FOB and must be presented at each use.
- Full time students with no dependents are not eligible for the Recreation Access Program.
- The Recreation Access Program FOB may be cancelled for non-observance of the rules.
- The Recreation Access Program FOB will be valid for one year from time of issue. Applicants must reapply annually.
- If application qualifies FOBs will be sent by mail unless otherwise specified.
- Please allow **TWO (2) WEEKS** processing time.

---

**Applicant Signature**

**Date**

---

**Submit Application to:**

Mackenzie Recreation Centre  
Attention: Rec Office  
P.O. Bag 340, 400 Skeena Drive  
Mackenzie BC, V0J 2C0

Phone: 250-997-5283

**Hours of Operation:**

Monday – Sunday  
6:00 am – 10:00 pm

---

## **COUNCIL REPORT**

**To:** Mayor and Council

**From:** Finance

**Date:** October 27, 2022

**Subject:** Proposed 2023 Budget Schedule

---

### **RECOMMENDATION:**

THAT Council approves the proposed Council meeting dates for the 2023 annual budget process.

### **BACKGROUND:**

This schedule allows for planning and scheduling of staff's time to review and update the budget, scheduling meetings for Council to reconfirm Council priorities, discuss the budget and to allow for public consultation. For the 2023 budget, to encourage more public engagement, a budget survey will be available late November in both online and through a paper format. The survey results will be published around mid January. This will enable the Financial Plan Bylaw, incorporating the 2023 operating and capital budgets for the District, to be ready for Council's approval in April 2023.

Department Heads and/or Managers will be scheduled to attend the budget discussion meetings with Council, to be available to clarify or provide additional information where required.

Staff have listed the proposed Special Council Meeting schedule for consideration below:

- December 12<sup>th</sup>, 2022: pursuant to Section 90(l) (k), to discuss municipal service levels and tax rates
- January 23<sup>rd</sup>, 2023: pursuant to Section 90(l) (k), to discuss municipal service levels and tax rates
- February 13<sup>th</sup>, 2023: presentation of the 2023 Provisional Operations and Capital Budget

**PUBLIC CONSULTATION:**

The public will be invited to provide input in various stages of the budget process. The Public Consultation dates are summarized below:

- November 28<sup>th</sup>, 2022: Public can provide comments prior to the starting of the budget process
- February 13<sup>th</sup>, 2023: Public can provide comments on the 2023 Provisional Budget, before Council's approval
- April 24<sup>th</sup>, 2023: Public can provide comments on the 2023-2027 Financial Plan Bylaw, before Council first three readings

**COUNCIL PRIORITY:**

**Community Building**

- Ensure District services are customer focused, sustainable, effective and relevant

**Good Governance**

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

**Fiscal Sustainability**

- Align Council's priorities with a sustainable long-term financial plan

Respectfully Submitted,



Kerri Borne  
Chief Financial Officer



Approved for Submission to Council

### 2023 Budget Timeline

EVENT/TASK	DATES	EXPECTED OUTCOMES
<b>Community Budget Consultation</b>	<b>Prior to the Committee of the Whole Meeting</b> <b><i>Monday, November 28, 2022</i></b> <b><i>6:30 pm</i></b>	Provide the opportunity for the public to participate in the budget process, prior to the development of the budget. Public can bring forward comments, concepts or ideas related to the 2023 budget.
Special Closed Meeting	<b>Prior to the Regular Council Meeting</b> <b><i>Monday, December 12, 2022</i></b> <b><i>6:00 pm</i></b>	Pursuant to Section 90 (l)(k), to discuss municipal service levels and tax rates.
Special Closed Meeting	<b>Prior to the Committee of the Whole Meeting</b> <b><i>Monday, January 23, 2023</i></b> <b><i>6:00 pm</i></b>	Pursuant to Section 90 (l)(k), to discuss municipal service levels and tax rates.
Presentation of the 2023 Provisional Operating and Capital Budget.	<b>Special Meeting prior to the Regular Meeting</b> <b><i>Monday, February 13, 2023</i></b> <b><i>6:15 pm</i></b>	Presentation of the 2023 Provisional Operating and Capital Budget. Department Heads and/or Managers will be on hand to answer any questions.
<b>Community Budget Consultation</b>	<b>After Special Meeting prior to the Regular Meeting</b> <b><i>Monday, February 13, 2023</i></b> <b><i>6:45 pm</i></b>	Provide the opportunity for the public to comment or question the 2023 Provisional Operational and Capital Budget, after staff presents to the Council. Department Heads and/or Managers will be on hand to answer any questions.

**2023 Budget Timeline**

EVENT/TASK	DATES	EXPECTED OUTCOMES
Presentation of the 2023-2027 Financial Plan Bylaw.	<b>Special Meeting prior to the Committee of the Whole Meeting</b> <i>Monday, April 24, 2023</i> <b>6:15 pm</b>	Presentation of the 2023-2027 Financial Plan Bylaw. Department Heads and/or Managers will be on hand to answer any questions.
<b>Community Budget Consultation</b>	<b>After Special Meeting prior to the Committee of the Whole Meeting</b> <i>Monday, April 24, 2023</i> <b>6:45 pm</b>	Provide the opportunity for the public to comment on the final version of 2023-2027 Financial Plan Bylaw after staff presents to Council. Department Heads and/or Managers will be on hand to answer any questions.
First three readings of 2023 – 2027 Financial Plan Bylaw.	<b>Regular Council Meeting</b> <i>Monday, April 24, 2023</i> <b>7:15 pm</b>	First three readings given to 2023 – 2027 Financial Plan Bylaw.
Adoption of 2023 – 2027 Financial Plan Bylaw.	<b>Regular Council Meeting</b> <i>Monday, May 8, 2023</i> <b>7:15pm</b>	2023 – 2027 Financial Plan Bylaw adopted.

**COUNCIL REPORT**

**To:** Mayor and Council

**From:** Finance

**Date:** November 9, 2022

**Subject:** Utility Billing Letter to Council

---

**RECOMMENDATION:**

THAT Council deny the request for refund.

**BACKGROUND:**

On October 7, 2022 the District received the attached letter from Sylvain Laferriere, owner of Victory Building Centre ACE Mackenzie expressing his concerns about a recent utility bill and request for refund. District staff have met with Mr. Laferriere to discuss how the sewer rates are currently calculated. The following outlines similar for Council's information.

The *Community Charter* requires that the District's water and sewer system and services be user-funded, and not subsidized by other funds such as property taxes. This results in costs associated with operations being shared by all residents and businesses in Mackenzie.

The District adopts a Sewer Rates and Regulations Bylaw on an annual basis to establish how sewer user rates will be consistently charged for all properties, while ensuring the entire service is funded for the year. The 2022 commercial rate is included in Schedule "B" (attached) and is calculated based on the amount of water used at the premises.

Unlike commercial water metering, the District does not have an accurate mechanism to directly measure how much water is discharged into the sewer system at a particular property. A common method for municipalities is to base sewer charges on water usage.

The sewer rates are adjusted annually and based on the proposed operational and capital works budget for sewer services that year.

**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,



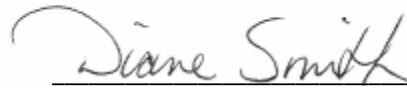
---

Kerri Borne  
Chief Financial Officer



---

Emily Kaehn  
Director of Corporate Services



---

Approved for Submission to Council



**DISTRICT OF MACKENZIE**

**Bylaw No. 1479**

**SCHEDULE "B"**

To the "Sewer Rates and Regulations Bylaw No. 1479, 2022" of the District of Mackenzie.

**SEWER USER RATES FOR WATER METERED PREMISES**

Minimum charge	\$ 49.34
Usage in excess of 13,000 gallons	\$ 3.80 per 1,000 gallons
or 2,083 ft <sup>3</sup>	\$23.72 per 1,000 ft <sup>3</sup>
or 5.91 m <sup>3</sup>	\$ 0.83 per 1 m <sup>3</sup>

The above rates are due and payable on a bi-monthly basis.

**OTHER SEWER RELATED SERVICE FEES**

**LAGOON DUMPING**

Within business hours	\$ 90.00/load
Outside of business hours	\$150.00/load

**CUSTOM WORKS**

Except otherwise stated below, the following sewer related services are charged at an at-cost plus administration custom works rate as described in the District of Mackenzie *General Rates and Fees Bylaw*.

Good Neighbour Sewer Calls	
Commercial	At-Cost + Administration Fee
Residential	Free of Charge

The above rates are due and payable on a monthly basis.

To Mayor and Council,

October 7/2022

Re: Victory Building Centre ACE Mackenzie (Utility Bills).

We feel that we are being overcharged on our Utility bills in the Sewer Category for the year 2022.

Please note the average sewer usage (Jan 01st- Feb 28<sup>th</sup> 2022) prior to the Greenhouse being open was for \$ 63.50 for two months usage.

The winter months is an indication of a true sewer usage.

Since the Greenhouse has open in the month of (July 01 – Aug 31<sup>st</sup>) the sewer cost has jumped to \$ 482.27. We haven't been flushing the toilets anymore in the summer than what we have been doing in the winter therefore using the water meter in the summer to evaluate sewage use is totally inaccurate.


As you may already know, only the water usage is metered.

We propose that when calculating Victory Building Centre yearly sewer usage is to use Jan- Feb water meter.

Please see the attached Utility Notice for reference.

We would like to receive a 2021 & 2022 credit for anything more than what was used for sewer during the winter months of \$ 63.50

Thanks for your co-operation,

A handwritten signature in black ink, appearing to read 'S. Laferriere', is written over a horizontal line.

Sylvain Laferriere

# UTILITY NOTICE

PO Bag 340, Mackenzie BC V0J 2C0  
 Phone: 250-997-3221  
 Fax: 250-997-5186

OWNER: VICTORY BUILDING CENTER  
 SERVICE ADDRESS: 200 MACKENZIE BLVD  
 ACCOUNT: 0025129

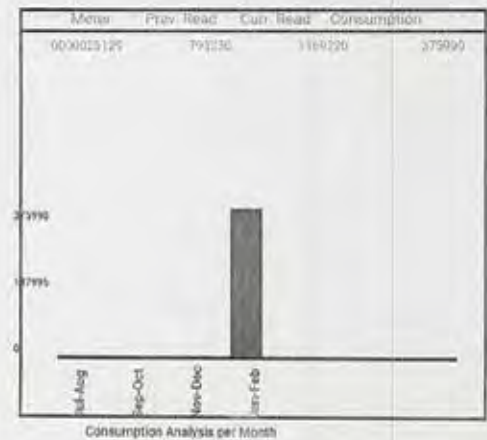
Billing Detail			
Water	Consumption 2080-99999	2680 units @ 0.32737	73.36
	Total Water		73.36
Sewer	Consumption 2082-99999	2680 units @ 0.02372	63.50
	Total Sewer		63.50
Garbage	3YD, 1BIN, 1PICKUP	1 unit @ 209.82000	209.82
	Total Garbage		209.82

### 2022 Bylaw Changes:

Early payment discount removed  
 Current amount due is bylaw rate  
 10% late payment penalty applied after the due date

Payment Options
<input checked="" type="radio"/> In person at 1 Mackenzie Blvd. <input type="radio"/> Online Banking <input checked="" type="radio"/> By Mail/Courier Payable to District of Mackenzie PO Bag 340 Mackenzie, BC V0J 2C0

CUSTOMER COPY		
	BILLING DATE	ROLL NO
	Feb 28/22	2022000
	SERVICE PERIOD	
	Jan 01/22	Feb 28/22
LAST BILL	Amount of last bill	1,873.42
	Payments	1,873.42-
	Adjustments	0.00
	BALANCE FORWARD	0.00
CURRENT BILL	Water	73.36
	Sewer	63.50
	Garbage	209.82
	ADJUSTMENTS	0.00
	TOTAL CURRENT	346.68
	DUE DATE	Apr 27/22
		346.68



Service Address:  
 200 MACKENZIE BLVD

VICTORY BUILDING CENTER  
 200 MACKENZIE BLVD  
 BOX 2605  
 MACKENZIE, BC V0J 2C0

REMITTANCE COPY		
	BILLING DATE	ACCOUNT NUMBER
	Feb 28/22	0025129
	SERVICE PERIOD	
	Jan 01/22	Feb 28/22
	DUE DATE	
	Apr 27/22	346.68
	TOTAL PAYMENT	

10% late payment penalty will be applied for payments that are received after the due date.

Please detach this portion and return with your payment.



PO Bag 340, Mackenzie BC V0J 2C0  
 Phone: 250-997-3221  
 Fax: 250-997-5186

OWNER: VICTORY BUILDING CENTER  
 SERVICE ADDRESS: 200 MACKENZIE BLVD  
 ACCOUNT: 0025129

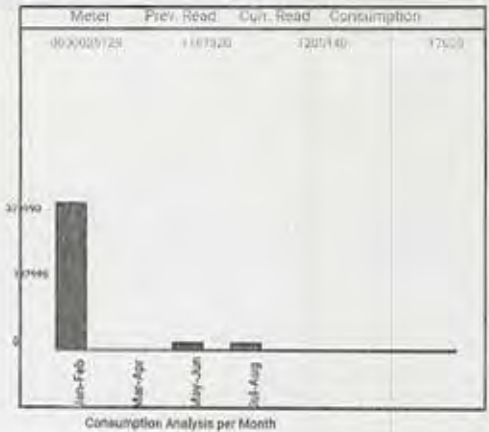
Billing Detail			
Water	Consumption 2080-99969	17620 units @ 0.02377	482.27
	Total Water		482.27
Sewer	Consumption 2080-99969	17620 units @ 0.02372	417.88
	Total Sewer		417.88
Garbage	3YD, 1BIN, 1PICKUP	1 unit @ 209.82000	209.82
	Total Garbage		209.82

**2022 Bylaw Changes:**  
 Early payment discount removed  
 Current amount due is bylaw rate  
 10% late payment penalty applied after the due date

Payment Options
<ul style="list-style-type: none"> <li><input type="radio"/> In person at 1 Mackenzie Blvd.</li> <li><input type="radio"/> Online Banking</li> <li><input type="radio"/> By Mail/Courier</li> </ul> Payable to District of Mackenzie PO Bag 340 Mackenzie, BC V0J 2C0

UTILITY NOTICE

CUSTOMER COPY		
BILLING DATE		ROLL NO
Aug 31/22		2022000
SERVICE PERIOD		
Jul 01/22		Aug 31/22
LAST BILL	Amount of last bill	968.44
	Payments	1,065.29-
	Penalty/Adjustments	96.85
	BALANCE FORWARD	0.00
CURRENT BILL	Water	482.27
	Sewer	417.88
	Garbage	209.82
	ADJUSTMENTS	0.00
TOTAL CURRENT		1,109.97
DUE DATE		1,109.97
Oct 28/22		



Service Address:  
 200 MACKENZIE BLVD

VICTORY BUILDING CENTER  
 200 MACKENZIE BLVD  
 BOX 2605  
 MACKENZIE, BC V0J 2C0

REMITTANCE COPY	
BILLING DATE	ACCOUNT NUMBER
Aug 31/22	0025129
SERVICE PERIOD	
Jul 01/22	Aug 31/22
DUE DATE	
Oct 28/22	1,109.97
TOTAL PAYMENT	

10% late payment penalty will be applied for payments that are received after the due date.

Please detach this portion and return with your payment.

**COUNCIL REPORT**

**To:** Mayor and Council  
**From:** Finance  
**Date:** November 4, 2022  
**Subject:** Animal Licensing Fee Amendment

---

**RECOMMENDATION:**

THAT Council receives this report for information.

**BACKGROUND:**

As a result of a reduction in taxable assessment in 2022, staff were requested to be critical of their 2022 operating budget requests and look for potential reductions and/or revenue generation opportunities by way of grants, reducing or amending service levels, and potentially increasing rates and fees.

**Animal Licensing Fees**

Finance staff conducted a review of the Animal Licence fees in several northern communities to compare to current fees. The current licensing fees are, on average, still considered to be on par with other northern municipalities. As a result, staff are not recommending changing the fees at this time. However, in an effort to increase cost recovery and ease administration, staff is suggesting removing the early payment discount of \$2.

The fee change for Animal Licences would come into effect Jan 1<sup>st</sup>.

**Next Steps:**

A copy of the associated bylaw has been included in the Bylaw section of the agenda for Council's consideration. If the bylaw is adopted, the animal licence renewal notices will be updated to inform pet owners of the change and implementation date.

**BUDGETARY IMPACT:**

Service	Proposed Fees	Projected Revenue Increase
Animal Licensing	Remove Discount	\$600

**COUNCIL PRIORITIES:**

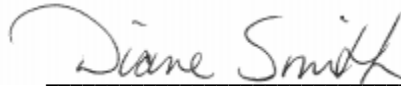
**Strong Governance and Finances**

- 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,



Wendy Peterson  
Finance Manager



Approved for Submission to Council

## **COUNCIL REPORT**

**To:** Mayor and Council

**From:** Administration

**Date:** November 7, 2022

**Subject:** McLeod Lake Indian Band – Building Inspection Services Agreement

---

### **RECOMMENDATION:**

THAT Council authorizes the Building Inspection Services Agreement between the District of Mackenzie and the McLeod Lake Indian Band effective December 1, 2022 with the understanding that services are not available at this time.

### **BACKGROUND:**

The McLeod Lake Indian Band (MLIB) has requested assistance from the District of Mackenzie in the form of building inspection services. The attached agreement has been reviewed by legal and has been approved by MLIB Band Council Resolution.

MLIB is also aware that currently the District of Mackenzie does not have the personnel or capacity to perform these services due to our Building Inspector being on leave however they are interested in receiving these services as soon as they are available.

### **BUDGETARY IMPACT:**

Entering into this agreement will not have a budgetary impact on the District as MLIB will be responsible for all costs related to this service which includes Building Inspector wages, travel time and mileage.

### **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,

A handwritten signature in black ink that reads "Diane Smith". The signature is written in a cursive style and is positioned above a horizontal line.

Diane Smith,  
Chief Administrative Officer

A handwritten signature in blue ink that reads "Kerri Borne". The signature is written in a cursive style and is positioned above a horizontal line.

Kerri Borne,  
Chief Financial Officer



**BUILDING INSPECTION SERVICES AGREEMENT**

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

**DISTRICT OF MACKENZIE**

Bag 340  
Mackenzie, BC V0J 2C0

(the "District")

OF THE FIRST PART

AND:

**MCLEOD LAKE INDIAN BAND**

General Delivery  
McLeod Lake, BC, V0J 2G0

("MLIB")

OF THE SECOND PART

**WHEREAS:**

- A. As a First Nation, MLIB is a public authority within the meaning of the Community Charter;
- B. MLIB requires the services of the District for purposes of the inspection of buildings and structures on certain reserve lands of MLIB;
- C. The District has the authority pursuant to section 8 of the Community Charter to make arrangements with a public authority respecting activities, works or services, and has the capacity to provide building inspection services to MLIB;
- D. MLIB and the District wish to enter into this Agreement to establish the terms and conditions upon which the District will provide building inspection services to MLIB;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements herein contained, the sufficiency of which is agreed to by both parties, MLIB and the District hereby agree as follows:

**1.0 DEFINITIONS**

1.1 In this Agreement, unless the context otherwise requires:

**“Band Representative”** means the person designated by MLIB under section 3.4.

**“Building Bylaw”** means the District of Mackenzie Building Bylaw No. 1066, 2000.

**“Building Code”** means the British Columbia Building Code, 2018.

**“Building Inspection Services”** means the services of the District that are more particularly described in section 3.1 and 3.2.

**“FIPPA”** means the British Columbia *Freedom of Information and Protection of Privacy Act*.

**“MLIB Land Code”** means the McLeod Lake Indian Band Land Code dated for reference November 1, 2002.

**“Reserve Lands”** means, collectively, the lands and premises comprising McLeod Lake Indian Band Reserves #1, #5 and #19, which are reserves within the meaning of the Indian Act, R.S.C. 1985, c.I-5, together with any other reserve lands of MLIB that MLIB and the District agree in writing should be covered by this Agreement.

**“Term”** means the period of time during which this Agreement remains in force and effect, as described in section 7.1.

1.2 Words otherwise used in this Agreement shall have the same meaning as contained in the Community Charter, the Indian Act, and the First Nations Land Management Act.

**2.0 APPLICATION OF BUILDING BYLAW**

2.1 MLIB agrees that it will not approve or permit the construction of any building on the Reserve Lands unless the person responsible for the construction of that building first agrees in writing with the District that the design and construction of that building shall be carried out substantially in compliance with the requirements of the Building Bylaw and the Building Code, including but not limited to the following:

- (a) that a building permit application shall be submitted to the District in accordance with the Building Bylaw; and
- (b) that subject to section 2.2, the design and construction of the building shall be carried out substantially in accordance with the requirements of the Building Bylaw and the Building Code, including but not limited to those provisions of the Building Bylaw and the Building Code requiring professional certification of plans and building

designs, the submission of letters of assurance by professional architects and engineers, and provisions authorizing the building inspector to enter the location of the work and inspect for compliance with the Building Bylaw and Building Code.

- 2.2 MLIB and the District agree that MLIB, and any MLIB member or other occupier of the Reserve Lands using the Building Inspection Services shall not be required to comply with a provision of the Building Bylaw that is inconsistent with:
- (a) any MLIB bylaw adopted pursuant to section 81(1)(h) of the Indian Act;
  - (b) any MLIB law adopted under the MLIB Land Code that regulates the construction of buildings on the Reserve; or
  - (c) the Indian Act or any regulation thereunder.
- 2.3 MLIB agrees to provide the District with not less than 60 days prior written notice of its intention to adopt any law, including without limitation a bylaw under section 6.2(g) of the MLIB Land Code, that regulates building construction or otherwise may be inconsistent with the Building Bylaw and the Building Code.
- 2.4 MLIB and the District agree to provide each other with a copy of any new bylaw adopted by either party regulating building construction within 14 days of adoption.

### **3.0 BUILDING INSPECTION SERVICES**

- 3.1 During the Term, the District will provide building inspection services for construction of buildings on the Reserve Lands in accordance with section 2.1 of this Agreement (the "Building Inspection Services").
- 3.2 The standard of the Building Inspection Services to be provided by the District under this Agreement will be substantially the same as the standard of building inspection services provided by the District to the users of such services on non-reserve lands within the District. The District is not obliged to provide Building Inspection Services at a greater standard than the standard to which the same service is provided within the District. The District makes no representation or warranty that the level or degree of Building Inspection Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein.
- 3.3 Without limiting section 3.2 and notwithstanding anything else in this Agreement, the District shall have no obligation to:
- (a) perform any service for which the District or its personnel lack the requisite certification or qualifications; or
  - (b) enforce a standard for the regulation of construction other than the applicable standards under the Building Bylaw and the Building Code.

- 3.4 MLIB shall appoint an individual as the Band Representative for purposes of this Agreement whose duties shall include the following:
- (a) acting as the primary point of contact for MLIB in relation to operational matters arising under this Agreement;
  - (b) ensuring timely payment of fees and charges by MLIB to the District in accordance with sections 4.1 and 4.3;
  - (c) submitting permit applications to the District and correcting any deficiencies in such applications;
  - (d) arranging with the District the dates, times and locations for field inspections;
  - (e) ensuring unobstructed access for District personnel to privately held or occupied lands or premises within the Reserve Lands in accordance with section 6.2.

#### **4.0 PAYMENT FOR SERVICES**

- 4.1 MLIB agrees to pay the applicable fees and charges prescribed by the District from time to time for purposes of the Building Bylaw for all Building Inspection Services provided to the Reserve Lands, together with the following:
- (a) reimbursement for vehicular travel at the rate of \$0.61 per kilometre or such reasonable mileage allowance rate as the Canada Revenue Agency may publish from time to time (whichever is greater); and
  - (b) travel time to and from any inspection location for any building inspector of the District at the same hourly rate as that applicable to on-site inspection activity.
- 4.2 The District will invoice MLIB monthly for Building Inspection Services.
- 4.3 MLIB will pay any invoice rendered by the District within 30 days of the date of billing.
- 4.4 MLIB acknowledges and agrees that it is the sole responsibility of MLIB to recover its costs in relation to the Building Inspection Services including, without limitation, all fees, charges and costs payable to the District pursuant to section 4.1, whether by collecting such costs directly from persons engaged in the construction of buildings on the Reserve Lands or otherwise as MLIB is lawfully authorized to do, and no failure by MLIB to recover such costs shall limit the obligation of MLIB to pay the District for provision of the Building Inspection Services in accordance with this Agreement.

#### **5.0 CONDITION OF SERVICE**

- 5.1 It is a condition of the provision of the Building Inspection Services under this Agreement that MLIB, and any MLIB member or other occupier of the Reserve Lands using the Building Inspection Services, must comply with all of the rules and regulations applicable to the Building Inspection Services as set out in the Building Bylaw. The parties agree that the obligation of MLIB, MLIB members and other occupiers of the Reserve

Lands to comply with the rules and regulations applicable under the Building Bylaw is subject to and shall not fetter the discretion of MLIB in the exercise of its bylaw making authority under the Indian Act or its lawmaking authority under the First Nations Land Management Act.

## **6.0 RIGHTS OF ACCESS AND RECORD KEEPING**

- 6.1 Representatives of the District may at any time enter upon the Reserve Lands for the purpose of providing Building Inspection Services in accordance with this Agreement.
- 6.2 MLIB shall ensure that District personnel have unobstructed access to privately held or occupied lands or premises within the Reserve Lands as necessary to facilitate the provision of the Building Inspection Services.
- 6.3 MLIB is responsible for and shall maintain complete records in relation to the Building Inspection Services provided under this Agreement, including (as applicable) all correspondence, permit applications, approved drawings and plans, field inspection records, issued permits, letters of assurance, stop work orders and any other enforcement-related documents.
- 6.4 MLIB shall provide District personnel with timely access to all records referred to in section 6.3 as necessary for the provision of the Building Inspection Services, or to respond to a request for access received by the District under *FIPPA*.
- 6.5 Nothing in section 6.3 shall prevent the District from maintaining its own records in relation to the Building Inspection Services.
- 6.6 MLIB acknowledges that the District is a public body subject to *FIPPA* and that any records in the possession or control of the District in relation to the Building Inspection Services will be held and administered in accordance with *FIPPA* and regulations thereunder.

## **7.0 TERM AND TERMINATION**

- 7.1 The term of this Agreement shall commence on **December 1, 2022** and shall continue indefinitely until terminated in accordance with section 7.2 or section 8.2.
- 7.2 The parties may at any time terminate this Agreement by way of further agreement in writing, and either party may terminate this Agreement for any reason by providing the other party with not less than 45 days' prior written notice.

## **8.0 DEFAULT OR NON-PERFORMANCE**

- 8.1 If either MLIB or the District (the "Claiming Party") considers that the other party (the

"Defaulting Party") is in breach of or has failed to perform any of the material covenants or obligations under this Agreement, the Claiming Party may deliver written notice of that breach or non-performance to the Defaulting Party.

8.2 Upon receipt of a notice under section 8.1, the Defaulting Party must cure the breach or non-performance within 30 days, or such other reasonable time as the parties agree to. If the Defaulting Party fails to cure the breach or non-performance within 30 days or such other reasonable time as the parties agree to, then the non-Defaulting Party may immediately terminate this Agreement by written notice to the Defaulting Party.

## **9.0 LIABILITY AND INSURANCE**

9.1 MLIB hereby releases, indemnifies and agrees to save harmless the District, its elected officials, servants, agents, contractors and employees from and against all manner of suits, claims, demands and causes of action arising out of or in connection with the provision of Building Inspection Services under this Agreement, provided however that such release and indemnity shall not apply in any case where the District, its servants, agents, contractors, employees, invitees or other such parties for whom the District is in law responsible have breached this Agreement, been grossly negligent, have behaved in a manner which amounts to willful misconduct, or have otherwise acted unlawfully.

9.2 MLIB shall maintain in force at its expense for the duration of the Term a policy of comprehensive all-risk liability insurance with a per occurrence limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00), which policy shall:

- (a) name the District as an additional insured;
- (b) protect the District against any action, suit or claim for injury or damage arising out of the provision of Building Inspection Services under this Agreement;
- (c) without limiting (a) or (b) above, provide coverage for the obligation of MLIB to release, indemnify and save harmless the District under section 9.1;
- (d) be underwritten with an insurer licensed in Canada which insurer must be acceptable to the District, such acceptance not to be unreasonably withheld; and
- (e) include a provision requiring the insurer to provide the District with not less than 30 days prior written notice of any cancellation or material change in coverage.

## **10.0 FORCE MAJEURE**

10.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any default or delay in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God, war, insurrection, strike, lockout, other labour dispute, the order of a governmental authority, and/or any other cause beyond the reasonable control of the party whose performance is affected.

## **11.0 LEGAL AND MISCELLANEOUS PROVISIONS**

- 11.1 Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or body corporate or vice versa where the context so requires.
- 11.2 The headings of the subsections of this Agreement are inserted for the convenience of reference only and shall not affect the construction or interpretation of this Agreement in any way.
- 11.3 Unless specifically provided otherwise, any reference in this Agreement to an enactment, including without limitation a statute, regulation, bylaw or code, is deemed to be a reference to such enactment as amended or replaced from time to time.
- 11.4 No waiver by or on behalf of a party of any breach of a provision of this Agreement shall be binding upon that party unless it is expressed in writing and duly executed by the party and such a waiver shall not operate as a waiver of any future breach, whether of a like or different character.
- 11.5 The parties from time to time and at all times do all further acts and execute and deliver all such further deeds and documents in a timely and diligent manner as shall reasonably be required to fully perform and carry out the terms of this Agreement.
- 11.6 The parties have expressed their entire understanding and agreement concerning the subject matter of this Agreement and no implied covenant, condition, term or reservation shall be read into this Agreement relating to or concerning such subject matter.
- 11.7 In the event any term or provision of this Agreement is illegal or invalid for any reason whatsoever as determined by a competent court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement.
- 11.8 The parties shall forthwith upon discovery of the illegality or invalidity referred to in paragraph 11.7 hereof either negotiate diligently and in good faith the term or provision to render it legal and valid having regard to its spirit and intent or alter their performance under the term or provision having regard to its spirit and intent to avoid the illegality or invalidity.

11.9 All notices and reports given under this Agreement shall be made in writing and may be served personally, by facsimile device or by registered mail or by bonded courier to the parties at the following addresses:

**McLeod Lake Indian Band**  
General Delivery  
McLeod Lake, British Columbia, V0J 2G0  
Attention: Band Administrator

**District of Mackenzie**  
Bag 340, 1 Mackenzie Boulevard  
Mackenzie, British Columbia, V0J 2C0  
Attention: Corporate Officer

11.10 The parties agree that the District Mayor and Council and MLIB Council have legal capacity to contract and to sue and each party is estopped from alleging in any legal proceeding arising from or in relation to this Agreement that District Council or MLIB Council lacks such legal capacity.

11.11 This Agreement shall not be assigned by either party unless the other party gives its consent to such assignment.

11.12 This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

Signatures on next page →→→→→



**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

SIGNED, SEALED AND DELIVERED on behalf )  
of the **MCLEOD LAKE INDIAN BAND** )  
**COUNCIL** pursuant to the consent of the )  
majority of the Councillors present at a )  
Council meeting duly convened at which )  
authority was given for the **MCLEOD LAKE** )  
**INDIAN BAND** to enter into this )  
Agreement: )

\_\_\_\_\_  
Chief Harley Chingee

\_\_\_\_\_  
Witness )

\_\_\_\_\_  
Councillor Fay Masear

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Councillor Jayde Chingee

\_\_\_\_\_  
Councillor Yasmin Prince

\_\_\_\_\_  
Occupation )

\_\_\_\_\_  
Councillor Jenine Solonas

\_\_\_\_\_  
Councillor Margie Chingee

\_\_\_\_\_  
Councillor Sundance Inyallie

The CORPORATE SEAL of the **DISTRICT OF** )  
**MACKENZIE** was hereto affixed in the )  
presence of )

\_\_\_\_\_  
Mayor Joan Atkinson )

c/s

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

**COUNCIL REPORT**

**To:** Mayor and Council

**From:** Operations

**Date:** November 9, 2022

**Subject:** Gantahaz Well 4 Rehabilitation Contract Award

---

**RECOMMENDATION:**

THAT Council awards the Gantahaz Well 4 Rehabilitation project contract to Canadian Western Mechanical in the amount of \$33,780 plus GST;

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

**BACKGROUND:**

Gantahaz Well #4 is down in the ground 12 ft surrounded by concrete well rings where our water and sewer technicians have to obtain water samples and do any maintenance on the water meter. This is confined space and always presents a risk on every entry. It is not practical and does not meet today's safe working conditions. The rehabilitation project will include the installation of a new pressure reducing valve, removal of asphalt and concrete curb, and the adjustment of the existing sanitary manhole.

**PROCUREMENT POLICY:**

The District's Purchasing Policy 3.1 requires staff with proposed Capital Construction Projects with an estimated value up to \$100,000 to either obtain three written quotes or go through a publicly advertised bidding process.

The District chose to subcontract the bidding and evaluation process to L&M Engineering, who assisted the District in design requirements. The bid documents were posted publicly on BC Bid and the District website from September 20, 2022 to October 14, 2022. The following two bid packages were received.

<b>Contractor</b>	<b>Bid Price (excluding GST)</b>
Viking Construction	\$ 171,150.00
Canadian Western Mechanical Ltd.	\$ 33,780.00

L&M Engineering checked submissions for arithmetic accuracy and overall compliance. All were fully completed and found compliant per the terms of the instruction to tender.

As a result, L&M Engineering is recommending award of the project to Canadian Western Mechanical with the lowest bid price and that the District maintain a minimum 20% contingency on top of this budget. The District has had positive previous working experience with Canadian Western Mechanical.

The full evaluation package, bids received, and original tender documents have been placed in the Centre Table File for further information.

**BUDGETARY IMPACT:**

The contract and contingency value has come in under the District's original estimated budget of \$76,300 included in the 2022-2026 Capital Plan. The funding for this project will be allocated from the Water Capital Budget and carried over into 2023 for completion of the project.

**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,



---

Diane Smith  
Chief Administrative Officer



---

Wendy Peterson  
Finance Manager

## **COUNCIL REPORT**

**To:** Mayor and Council

**From:** Operations

**Date:** November 9, 2022

**Subject:** Crysedale Drive – PRV Replacement Contract Award

---

### **RECOMMENDATION:**

THAT Council awards the Crysedale Drive – Pressure Reducing Valve Replacement to Canadian Western Mechanical in the amount up to \$186,178.85 plus GST;

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

### **BACKGROUND:**

Mackenzie's potable water infrastructure is just over 50 years old which means sections of our water distribution system will soon need to be replaced to improve efficiency, staff safety, and ensure water quality. Specifically, our pressure reducing stations are in urgent need of upgrading. The pressure reducing stations are located underground inside of concrete vaults and their purpose is to help to stabilize and keep a consistent water pressure throughout the potable water system. As the vaults are 50 years old, cracks are developing allowing ground water to enter and the infill of water creates an unsafe environment for maintenance activities.

Replacing the vaults with a modern design would create easier and safer access into the vault for staff, new pipes and valves, lighting, heat and a sump pump to dispose of any ground water that should enter.

In 2019, the District applied to the Investing in Canada Infrastructure Program - Rural and Northern Communities Program to cover 100% of the project costs. Unfortunately, the District was unsuccessful in this application and has since phased replacements over the next 5 years.

### **PROCUREMENT POLICY:**

The District's Purchasing Policy 3.1 requires Capital Construction Projects with a value of over \$100,000 must go through a competitive public bidding process. The District subcontracted the bidding and evaluation process to L&M Engineering, who assisted the District in design

requirements. The bid documents were posted publicly on BC Bid and the District website from September 9, 2022 to October 7, 2022.

The following four bid packages were received. L&M Engineering checked submissions for arithmetic accuracy and overall compliance. All were fully completed and found compliant per the terms of the instruction to tender.

<b>Contractor</b>	<b>Bid Price (excluding GST)</b>
Viking Construction	\$ 509,248.59
Drake	\$ 362,707.80
Knappet	\$ 319,648.35
Canadian Western Mechanical Ltd.	\$ 186,178.85

As a result, L&M Engineering is recommending award of the project to Canadian Western Mechanical with the lowest bid price and that the District maintain a minimum 20% contingency on top of this budget. The District has had positive previous working experience with Canadian Western Mechanical.

The full evaluation package, bids received, and original tender documents have been placed in the Centre Table File for further information.

**BUDGETARY IMPACT:**

The contract and contingency value have come in under the District's original estimated budget of \$351,750 included in the 2022-2026 Capital Plan. The funding for this project will be allocated from the Water Capital Budget and carried over into 2023 for completion of the project.

**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,



Diane Smith  
Chief Administrative Officer



Wendy Peterson  
Finance Manager

## **COUNCIL REPORT**

**To:** Mayor and Council

**From:** Administration

**Date:** November 2, 2022

**Subject:** Access and Inclusion Advisory Committee

---

### **RECOMMENDATION:**

THAT Council establishes the Access and Inclusion Advisory Committee of Council;

AND THAT Council approves the committee's terms of reference.

### **BACKGROUND:**

The Province of BC has passed the *Accessible British Columbia Act* and has developed a 10-year implementation plan which will focus on culture change throughout with an emphasis on ongoing awareness and working closely with stakeholders and the public to help increase accessibility. Effective September 1, 2022, the Province of BC has mandated that all municipalities establish an accessibility committee, an accessibility plan, and build a tool to receive feedback on their accessibility. The deadline to implement these requirements is September 1, 2023.

### **Access and Inclusion Advisory Committee**

The Access and Inclusion Advisory Committee is a select committee of Council with the intention of providing advice and recommendations to Council on matters relating to citizens with disabilities, seniors and other citizens with access issues that may impede participation in everyday aspects of community living.

The first objective of the committee will be to assist the District in the creation of a 3-year Accessibility and Age-Friendly Action Plan.

The committee will meet quarterly with any additional meetings being at the discretion of the committee in preparation for special events, to review new programs/services at the request of Council, and in preparation for proposals for capital or operational budgets.

### **Committee Participants**

The *Accessible British Columbia Act* requires that the District's Access and Inclusion Committee be primarily attended by persons with disabilities, seniors, service providers familiar with accessibility issues and members of the general public.

If approved, the District will begin accepting applications from the public to participate on the committee starting November 16<sup>th</sup> until December 2<sup>nd</sup>. The Council Liaison appointed to this position will assist Administration in making final recommendations for appointment to the committee.

The goal would be to make final committee appointments at the December 12<sup>th</sup> Council meeting and start the Accessibility and Age-Friendly Action Plan project in January 2023.

### **Grant Funding**

In preparation for the re-establishment of the District's Accessibility Committee, staff applied for grant funding to complete the required accessibility plan. The District was recently informed they were successful in receiving \$25,000 towards an Accessibility and Age-Friendly Action Plan.

### **BUDGETARY IMPACT:**

A formalized budget will be discussed as part of the 2023 Budget deliberations, however, at this time the Committee would be allocated \$25,000 in 100% grant funding towards the development of an Access and Inclusion Action Plan.

### **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,



Emily Kaehn  
Director of Corporate Services



Approved for Submission to Council

# Access and Inclusion Advisory Committee

## TERMS OF REFERENCE

### 1. **PURPOSE:**

- a) The Access and Inclusion Advisory Committee is a Select Committee of Council established to provide advice and recommendations to Council on matters relating to citizens with disabilities, seniors and other citizens with access issues that may impede participation in everyday aspects of community living.

### 2. **MANDATE:**

- a) To inform all citizens of the Committee's purpose and to identify existing social and physical barriers.
- b) To provide advice and information in regard to future planning of municipal services, programs and facilities.
- c) To work with Council to increase public awareness of the issues of accessibility and inclusion for people with disabilities, seniors, and all citizens.

### 3. **STRUCTURE:**

- a) The Committee shall be comprised of a maximum of five (5) voting members, appointed by Council, from the general public.
- b) The Committee membership shall be a combination of persons with disabilities, seniors, service providers, and members of the general public. It is suggested that there be a cross-representation within these members including: members with disabilities; seniors; service providers familiar with accessibility issues; and members of the general public on the Committee at all times.
- c) One member of Council, and an alternate, will be appointed in a non-voting liaison capacity to the committee.
- d) A District staff member will be appointed by the Chief Administrative Officer to serve as Staff Liaison. Other District staff may attend meetings of the Committee in a resource capacity.
- e) The Corporate Officer will appoint a staff member to the Committee who will serve as an administrative support role to prepare notices, agendas, and record minutes for Committee meetings.



- f) If representatives are not already appointed by Council through the application process, standing invitations to participate in meetings will be given to one representative of each of the following community organizations:
  - a. AimHi Mackenzie
  - b. Autumn Lodge Society
  - c. College of New Caledonia
  - d. District of Mackenzie
  - e. Mackenzie Chamber of Commerce
  - f. Mackenzie Counselling Services
  - g. McLeod Lake Indian Band
  - h. Ministry of Child and Family Development
  - i. Northern Health Authority
  - j. School District No. 57
  - k. Work BC

Individuals accepting the standing invitation from these organizations will be non-voting members.

#### **4. LENGTH OF TERM**

- a) Council will consider applications and appoint the number of public members required up to a maximum of five (5) total public members annually.
- b) The first committee appointment terms will be as follows:
  - a. Three of the annual appointments will be for a term of up to three (3) years.
  - b. Two of the annual appointments will be for a two (2) year term.
- c) At end of the first term, all future appointments will be for a two-year term. The intent of the initial appointments is to stagger committee membership changes over time.
- d) Appointments to the Committee to fill interim vacancies shall be for the unexpired portion of the current term involved and shall count towards the maximum length of service or number of terms on the Committee for the appointee.
- e) A committee member may not serve longer than six (6) consecutive years.
- f) The District will advertise the call for applications from the general public on an annual basis.
- g) The Committee will be dissolved at the discretion of Council.

## **5. MEETING PROCEDURES:**

- a) A Chair, appointed by majority vote of the committee, will preside over the meetings.
- b) Meetings will be held on a quarterly basis.
- c) After the first meeting is called, subsequent meetings will be held at the call of the Chair.
- d) A member of Council or staff cannot be the Chair of the committee.
- e) Continuous absence of a member at three (3) consecutive meetings, without prior consent of the Chair/Committee or reasonable need will be reviewed by the Committee, which may recommend to Council that the member be removed from the Committee.
- f) Quorum shall be the majority of all its members.
- g) Decisions of the committee will be made by majority vote.
- h) Meetings and operations of the Committee shall be governed by the District of Mackenzie Council Procedure Bylaw, as amended.
- i) The minutes of each committee meeting will be included on the next available Regular Council Meeting agenda.

## **6. REQUESTS AND RECOMMENDATIONS:**

- a) Any requests or recommendations for new programs, projects, initiatives, and/or funding must be forwarded to Council for final decision.
- b) Any requests for additional staff or District resources must be forwarded to Council for final decision.

## **7. REVIEW OF TERMS**

- a) Taking into account recommendations from the Committee, the Staff Liaison will review the Advisory Committee Terms of Reference documents annually. The purpose of this review will be to ensure that the operations and function of each committee are still aligned with its defined purpose.

## **8. BUDGET**

- a) The Committee shall be responsible for the distribution or allocation of funding that may be available to the Committee and ensure that such allocation directly relates to the mandate of the Committee.

## **COUNCIL REPORT**

**To:** Mayor and Council  
**From:** Administration  
**Date:** November 2, 2022  
**Subject:** Development Variance Permit – #3090-20-22-03

---

### **RECOMMENDATION:**

THAT Council authorizes approval in proceeding with Development Variance Permit # 3090-20-22-03.

### **BACKGROUND:**

At the Special Council meeting of September 07, 2018 Administration brought forward a request from the Mackenzie Consumers Co-operative Association, owners of 1151 Mill Road, to ask Council to consider granting a temporary use permit to place a modular building and sea-can to accommodate a satellite office, small store, and warehouse at the existing cardlock.

Mackenzie Consumers Co-operative Association was seeking a temporary use permit as the modular structure (Atco trailer) planned to be used does not meet sewer system requirements for properties in this zone based on Subdivision Bylaw No. 780 Section: 10 (g) (2). The structure would instead have a holding tank that would be emptied regularly. The temporary use permit would allow Mackenzie Consumers Co-operative Association to test the market prior to the possible construction of a standalone office/convenience store with the required septic field at this location.

This motion was passed at the Regular Council Meeting of September 24, 2018 and a 3-year Temporary Use Permit was granted to accommodate the holding tank.

### **CURRENT PROPOSAL**

Mackenzie Consumers Co-operative Association is now seeking to extend the permit for a one-year extension to construct a septic field on site. Staff have identified that a development variance permit is the more appropriate tool to use as it specifically references variances from the Subdivision Bylaw.

Staff are recommending a development variance permit with a one-year sunset clause as the timeframe to install a septic field is not feasible for the 2022 calendar year.

## **TECHNICAL REVIEW**

Administration has conducted a technical review as per the District of Mackenzie's Development Procedure Manual and included a review of:

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

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

## **CONSIDERATION**

Council is being asked to proceed with the permit application. This will allow Administration to refer the permit to the technical agencies for additional feedback as well as notifying neighbouring properties to give them a chance to voice concerns.

## **NEXT STEPS**

If Council supports staff's recommendation the following would be completed:

- Agency review would be conducted;
- Neighbouring properties within 100m from the property line would be notified; and
- Submit final report to Council for approval.

## **ALTERNATIVE DECISIONS**

After Council reviews the information submitted, there are two (2) options:

- Authorize notification of Council's approval in proceeding, or
- Deny the application

If denied, the applicant may not re-apply for a Development Variance Permit until six (6) months after the date of refusal. Under Section 460 of the *Local Government Act*, the required time limit for any re-application may be reduced by an affirmative vote of at least 2/3 of Council members.



**COUNCIL PRIORITIES:**

**ECONOMIC VITALITY**

- 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,

*Luke Thorne*

---

Luke Thorne  
Land & Environmental Coordinator

*Diane Smith*

---

Approved for Submission to Council

To: Council  
 From: Administration  
 Date: November 2, 2022  
 Subject: **Technical Review – Development Variance Permit Mackenzie Co-op**

<b>Applicant</b>	Mackenzie Consumers Co-operative Association
<b>Owner</b>	Mackenzie Consumers Co-operative Association
<b>Location</b>	5520 Coquiwaldie Rd
<b>OCP/Zoning</b>	M1 – Light Industrial
<b>Proposal Overview</b>	The applicant wishes to continue the variance permitted by the temporary use permit to allow for a septic tank instead of the septic field that is required by the Subdivision Bylaw No. 780.
<b>Rationale for the variance</b>	Due to approach of acclimate weather for construction of a septic field staff are proposing to issue a development variance permit with a sunset clause of one year.
<b>Variance Extent</b>	The variance would allow for the continuance of the holding tank for a period of one year ending on November 30, 2023.
<b>Possible Precedents</b>	Subdivision Bylaw No. 780 requires that lots that are not hooked up to the municipal sewer collection system, must have a septic field. Staff are proposing to amend the development variance permit with a sunset clause of one year to ensure the requirements are met.
<b>Safety Issues &amp; Risks</b>	Staff have not identified any safety issues or risks.
<b>Urban Design and Aesthetic Issues</b>	Staff have been in contact with the applicant and they have had no odor/urban design issues to date. Due to the holding tank being located in the industrial area it poses no Urban Design issues to the public.

**Alternative  
Siting  
Placement**

With the approaching winter weather there is not enough time to implement a septic field.

**Applicable DOM  
Bylaws &  
Relevant  
Legislation**

Subdivision Bylaw No. 780.

THE DISTRICT OF MACKENZIE  
DEVELOPMENT VARIANCE PERMIT

NO. 3090-20-22-03

Issued to: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION  
(Owner as defined in the Local Government Act,  
hereinafter referred to as the Permittee)

- 1) This Development Variance Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied by this Permit.
- 2) This Development Variance Permit applies to and only to those lands within the Municipality described below, and any and all buildings, structures and other development thereon:

Address:	1151 Mill Road
Legal Description:	PARCEL A DISTRICT LOT 12479 CARIBOO DISTRICT PLAN PGP40741 EXCEPT PLANS PGP44595 AND PGP44871
P.I.D.:	023-633-646

- 3) "Subdivision Bylaw No. 780, 1993" is varied in accordance with the following:
  - a. Maintain a temporary septic holding tank for the period of one (1) year.
- 4) The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this permit and any plans and specifications attached to this permit, which shall form a part hereof.
- 5) This permit shall lapse within one (1) year of the issuance date of this permit.
- 6) The terms of this permit or any amendment to it, are binding on all persons who acquire an interest in the land affected by this permit.
- 7) This permit is not a building permit.



AUTHORIZING RESOLUTION PASSED BY THE MAYOR AND COUNCIL ON THE \_\_ DAY OF \_\_ ,  
2022.

ISSUED THIS THE \_\_ DAY OF \_\_, 2022.

---

Chief Administrative Officer

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND  
CONDITIONS UPON WHICH THIS PERMIT IS ISSUED.

---

Applicant (or Authorized Agent or  
Representative of Applicant)

## **COUNCIL REPORT**

**To:** Mayor and Council  
**From:** Administration  
**Date:** November 2, 2022  
**Subject:** Development Variance Permit – #3090-20-22-04

---

### **RECOMMENDATION:**

THAT Council authorizes approval in proceeding with Development Variance Permit # 3090-20-22-04.

### **BACKGROUND:**

The District has received a Development Variance Permit (DVP) from Duz Cho Construction. The purpose of the DVP is to vary Subdivision Bylaw No. 780 for the installation of a temporary holding tank for their septic system.

Duz Cho Construction is developing a 45 man work camp on their property in the industrial site and will need a septic system in place for the 2022/2023 calendar year. Subdivision Bylaw No. 780 outlines that properties that do not have municipal sewer connection must have a septic system by percolation (septic field). Staff are recommending a DVP with a one year sunset clause as a temporary solution as the timeframe to install a septic field is not feasible for the 2022 calendar year due to the fast-approaching winter season.

### **TECHNICAL REVIEW**

Administration has conducted a technical review as per the District of Mackenzie's Development Procedure Manual and included a review of:

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

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

## **CONSIDERATION**

Council is being asked to proceed with the permit application. This will allow Administration to refer the permit to the technical agencies for additional feedback as well as notifying neighbouring properties to give them a chance to voice concerns.

## **NEXT STEPS**

If Council supports staff's recommendation the following would be completed:

- Agency review would be conducted;
- Neighbouring properties within 100m from the property line would be notified; and
- Submit final report to Council for approval.

## **ALTERNATIVE DECISIONS**

After Council reviews the information submitted, there are two (2) options:

- Authorize notification of Council's approval in proceeding, or
- Deny the application

If denied, the applicant may not re-apply for a Development Variance Permit until six (6) months after the date of refusal. Under Section 460 of the *Local Government Act*, the required time limit for any re-application may be reduced by an affirmative vote of at least 2/3 of Council members.

## **COUNCIL PRIORITIES:**

### **ECONOMIC VITALITY**

- 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,

*Luke Thorne*

---

Luke Thorne  
Land & Environmental Coordinator

*Diane Smith*

---

Approved for Submission to Council

To: Council  
From: Administration  
Date: November 2, 2022  
Subject: **Technical Review – Development Variance Permit Duz Cho Construction**

---

<b>Applicant</b>	Peter Grogan, Properties Coordinator McLeod Lake Indian Band
<b>Owner</b>	Duz Cho Construction
<b>Location</b>	4821 Coquiwaldie Rd
<b>OCP/Zoning</b>	M1 – Light Industrial
<b>Proposal Overview</b>	The applicant wishes to continue the variance permitted by the temporary use permit to allow for a septic tank instead of the septic field that is required by the Subdivision Bylaw No. 780.
<b>Rationale for the variance</b>	Due to approach of acclimate weather for construction of a septic field staff are proposing to issue a development variance permit with a sunset clause of one year.
<b>Variance Extent</b>	The variance would allow for the continuance of the holding tank for a period of one year ending on November 30, 2023.
<b>Possible Precedents</b>	Subdivision Bylaw No. 780 requires that lots that are not hooked up to the municipal sewer collection system, must have a septic field. Staff are proposing to amend the development variance permit with a sunset clause of one year to ensure the requirements are met.
<b>Safety Issues &amp; Risks</b>	Staff have not identified any safety issues or risks.
<b>Urban Design and Aesthetic Issues</b>	As the holding tank would be in the industrial site it does not pose any urban design and aesthetic issues to the public.

**Alternative  
Siting  
Placement**

With the approaching winter weather there is not enough time to implement a septic field.

**Applicable DOM  
Bylaws &  
Relevant  
Legislation**

Subdivision Bylaw No. 780.

THE DISTRICT OF MACKENZIE  
DEVELOPMENT VARIANCE PERMIT

NO. 3090-20-22-04

Issued to: DUZ CHO CONSTRUCTION LTD  
(Owner as defined in the Local Government Act,  
hereinafter referred to as the Permittee)

- 1) This Development Variance Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied by this Permit.
- 2) This Development Variance Permit applies to and only to those lands within the Municipality described below, and any and all buildings, structures and other development thereon:

Address: 4821 Coquiwaldie Road  
Legal Description: Lot 5 District Lot 12479 Cariboo Plan EPP 21447  
P.I.D.: 028-917-618

- 3) "Subdivision Bylaw No. 780, 1993" is varied in accordance with the following:
  - a. Construct and maintain a temporary septic holding tank for the period of one (1) year.
- 4) The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this permit and any plans and specifications attached to this permit, which shall form a part hereof.
- 5) This permit shall lapse within one (1) year of the issuance date of this permit.
- 6) The terms of this permit or any amendment to it, are binding on all persons who acquire an interest in the land affected by this permit.
- 7) This permit is not a building permit.

AUTHORIZING RESOLUTION PASSED BY THE MAYOR AND COUNCIL ON THE \_\_ DAY OF \_\_ ,  
2022.

ISSUED THIS THE \_\_ DAY OF \_\_, 2022.

\_\_\_\_\_  
Chief Administrative Officer

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND  
CONDITIONS UPON WHICH THIS PERMIT IS ISSUED.

\_\_\_\_\_  
Applicant (or Authorized Agent or  
Representative of Applicant)

## **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. 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.

At the Regular Meeting of September 26, 2022, Council requested further information on what liability the District would take on if the Omineca Growers Society were to dissolve and the District took back the lot. Staff were advised by legal counsel that the District would take over all assets associated with the land, but any liens or mortgages associated with the Omineca Growers Society for those assets or the land would not transfer over and become the District's responsibility to repay.

### **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:**

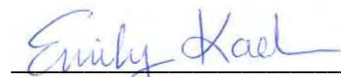
**Community and Social Development**

- 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.

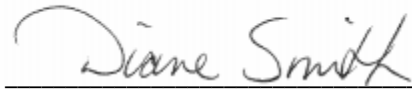
**Economic Vitality**

- 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 December 9, 2022, 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 December 2, 2022.

- (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) Dollar 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 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.
- 4.5 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.
- 4.6 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:

<p>District of Mackenzie</p> <p>Bag 340 Mackenzie, BC V0J 2C0</p> <p>Attention: Emily Kaehn Director of Corporate Services <a href="mailto:ekaehn@districtofmackenzie.ca">ekaehn@districtofmackenzie.ca</a></p>	<p>Omineca Growers Society</p> <p>P.O. Box 11 Mackenzie, BC V0J 2C0</p> <p>Attention: Board of Directors <a href="mailto:info@ominecagrowers.ca">info@ominecagrowers.ca</a></p>
---	---

(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:** November 14, 2022  
**Subject:** 2022 Election Results

---

**RECOMMENDATION:**

THAT Council receives this report for information.

**BACKGROUND:**

The results of the general local election held on Saturday, October 15, 2022 were as follows:

**Office of Mayor**

	<b>Advanced Vote Oct. 5, 2022</b>	<b>Advanced Vote Oct. 14, 2022</b>	<b>General Voting Day Oct. 15, 2022</b>	<b>Total</b>	<b>Elected</b>
Joan Atkinson	97	142	244	483	Yes
Mitch Mortensen	35	57	99	191	No

**Office of Councillor**

	<b>Advanced Vote Oct. 5, 2022</b>	<b>Advanced Vote Oct. 14, 2022</b>	<b>General Voting Day Oct. 15, 2022</b>	<b>Total</b>	<b>Elected</b>
Jesse Wright	98	159	269	526	Yes
Andy Barnes	115	147	257	519	Yes
Viktor Brumovsky	110	144	260	514	Yes
Kyle Tapper	88	138	248	474	Yes
Raye McMeeken	88	120	191	399	Yes
Amber Hipkiss	82	104	199	385	Yes
Peter Kylo	50	108	175	333	No
Jamie Gordy	38	72	109	219	No
Janice Nelson	27	53	80	160	No
John Dunnings	19	27	45	91	No

Voter Turnout

Advanced Vote Oct. 5, 2022	Advanced Vote Oct. 14, 2022	General Voting Day Oct. 15, 2022	Total	%
136	203	355	694	27%

CivicInfo BC has estimated that the number of eligible voters in Mackenzie was 2,573 which makes the estimated voter turnout approximately 27%.

Past General Local Elections

Year	Total Votes Cast	Voter Turnout	Average BC Municipal Turnout
2022	694	27.0%	Not Published Yet
2018	540	19.3%	35.5%
2014	808	30.5%	34.5%
2011	No Election - All Candidates Acclaimed		30.6%
2008	1107	33.5%	28.9%

**School District No. 57 Trustee Election**

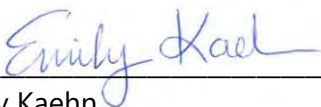
The position of School District No. 57 Trustee was acclaimed by Rachel Weber of Mackenzie.

**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,



Emily Kaehn  
Director of Corporate Services



Authorized for Submission to Council

**COUNCIL REPORT**

**To:** Mayor and Council  
**From:** Administration  
**Date:** November 2, 2022  
**Subject:** Council Meeting Calendar 2023

---

**RECOMMENDATION:**

THAT Council approves the 2023 Council Meeting Calendar as presented.

**SCHEDULE OF MEETINGS:**

In accordance with Section 127 of the *Community Charter* and the District's Council Procedure Bylaw No. 1470, 2022, Council must annually make available a schedule of the dates, times and places of Regular Council meetings and give notice of the availability of the schedule in accordance with Section 94 of the *Community Charter*.

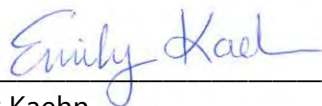
In 2022, Council decided to only hold one meeting in July, we have followed the same for 2023. In addition, we have added a conference listing. It is not an exhaustive list, however, includes the long-standing annual events Council or liaisons have attended in years' past. A copy of the 2023 Council meeting calendar has been attached for consideration.

**COUNCIL PRIORITY:**

**Strong Governance and Finances**

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

Respectfully Submitted,



---

Emily Kaehn  
Director of Corporate Services



---

Approved for Submission to Council



# District of Mackenzie 2023 Schedule of Meeting Dates

**Meeting Location:**

Council Chambers, 1 Mackenzie Boulevard  
Mackenzie, BC, V0J 2C0

**Start Time:**

Regular Meetings: 7:15 pm  
Committee of the Whole: 7:00 pm

**Annual Conferences:**

BC Natural Resources Forum  
January 17 – 19, 2023, Prince George, BC

Association of Minerals Exploration  
January 23 – 26, 2023, Vancouver, BC

Local Government Leadership Academy  
March 15 – 17, 2023, Prince George, BC

BC Council of Forest Industries  
April 12 – 14, 2023, Prince George, BC

North Central Local Government Association  
May 9 – 12, 2023, Dawson Creek, BC

Federation of Canadian Municipalities  
May 25 – 28, 2023, Toronto, ON

Union of BC Municipalities  
September 18 – 22, 2023, Vancouver, BC

JANUARY 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	NRF		20	21
22	23	AME			27	28
29	30	31				

FEBRUARY 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	LGLA			18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	COFI			15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	NCLGA				13
14	15	16	17	18	19	20
21	22	23	FCM			
	29	30	31			

JUNE 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					







AUGUST 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17		19	UBCM			23
24	25	26	27	28	29	30

OCTOBER 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

 Regular Meeting	 Committee of the Whole & Regular Meeting	 Statutory Holiday
 Conferences	 Agenda Report Cut-Off	 Facilities Closed to Public



**DISTRICT OF MACKENZIE**

**Bylaw No. 1490**

**Recreation Fees and Charges Bylaw No. 1490, 2022**

---

**WHEREAS** pursuant to the *Community Charter*, Council may, by bylaw, make different provisions for different areas, times, conditions, or circumstances; establish different classes or persons, places, activities, property, or things; and make different provisions, including exceptions, for different classes established under the bylaw;

**AND WHEREAS** pursuant the *Community Charter* a Council may, by bylaw, impose a fee payable in respect of all or part of a service of the municipality; the use of municipal property; or the exercise of authority to regulate, prohibit or impose requirements;

**AND WHEREAS** pursuant the *Community Charter* a bylaw under this section may base the fee on any factor specified in the bylaw and, in addition, establish different rates or levels of fees in relation to different factors; establish terms and conditions for payment of a fee, including discounts, interest and penalties; and provide for the refund of a fee;

**AND WHEREAS** Council deems it desirable to establish fees and charges for admission to or for the use of any recreation facility;

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

1. Schedule "A" attached hereto and forming part of this bylaw is hereby adopted and represents the "base rates" on which fees for facility rentals, admissions and memberships will be calculated. These fees become effective November 29, 2022 until such time as they are amended.
2. Bylaw No. 1469, cited as "Recreation Fees and Charges Bylaw No. 1469, 2022" and amendments thereto as it applies to the District of Mackenzie is hereby repealed.
3. This bylaw may be cited for all purposes as "Recreation Fees and Charges Bylaw No. 1490, 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. 1490 cited as "Recreational  
Fees and Charges Bylaw No.  
1490, 2022".

\_\_\_\_\_  
Mayor

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

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

## Schedule "A" - Bylaw 1490, 2022 Recreation Fees and Charges

### Facility Rentals

ARENA ICE RENTALS - SEASON								
Name	Taxes	Base Rate	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
ARENA ICE - HOURLY - ADULT - BASE RATE	GST	\$ 146.34	\$ 146.34	\$ 150.00	\$ 153.75	\$ 157.59	\$ 161.53	\$ 165.57
ARENA ICE - HOURLY - JR GAME	GST	\$ 160.00	\$ 160.00	\$ 164.00	\$ 168.10	\$ 172.30	\$ 176.61	\$ 181.03
ARENA ICE - HOURLY - JR PRACTICE	GST	\$ 80.00	\$ 80.00	\$ 82.00	\$ 84.05	\$ 86.15	\$ 88.31	\$ 90.51
ARENA ICE - HOURLY - MINOR SPORT	GST	\$ 65.85	\$ 65.85	\$ 67.50	\$ 69.19	\$ 70.92	\$ 72.69	\$ 74.51
ARENA ICE - DAILY - ADULT	GST	\$ 1,317.06	\$ 1,317.06	\$ 1,349.99	\$ 1,383.74	\$ 1,418.33	\$ 1,453.79	\$ 1,490.13
ARENA ICE - DAILY - MINOR SPORT	GST	\$ 592.68	\$ 592.68	\$ 607.49	\$ 622.68	\$ 638.25	\$ 654.20	\$ 670.56
JUNIOR A - MONTHLY Dressing Room	GST	\$ 200.00	\$ 200.00	\$ 205.00	\$ 210.13	\$ 215.38	\$ 220.76	\$ 226.28
JUNIOR A - MONTHLY Coaches Room	GST	\$ 50.00	\$ 50.00	\$ 51.25	\$ 52.53	\$ 53.84	\$ 55.19	\$ 56.57

**\*\*Ice season generally runs from September to April.**

ARENA FLOOR RENTALS								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
ARENA FLOOR - HOURLY- ADULT	GST	\$ 73.17	\$ 73.17	\$ 75.00	\$ 76.87	\$ 78.80	\$ 80.77	\$ 82.79
ARENA FLOOR - HOURLY - MINOR SPORT	GST	\$ 32.93	\$ 32.93	\$ 33.75	\$ 34.59	\$ 35.46	\$ 36.34	\$ 37.25
ARENA FLOOR - DAILY - ADULT	GST	\$ 512.19	\$ 512.19	\$ 524.99	\$ 538.12	\$ 551.57	\$ 565.36	\$ 579.50
ARENA FLOOR - DAILY - MINOR SPORT	GST	\$ 230.49	\$ 230.49	\$ 236.25	\$ 242.15	\$ 248.21	\$ 254.41	\$ 260.77

POOL RENTALS								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
Pool- Hourly- Swim Club (Per Lane)	GST	\$ 10.16	\$ 10.16	\$ 10.42	\$ 10.68	\$ 10.94	\$ 11.22	\$ 11.50
POOL - HOURLY	GST	\$ 121.95	\$ 121.95	\$ 125.00	\$ 128.12	\$ 131.33	\$ 134.61	\$ 137.98
Private Lesson Per Lesson (30 min)	None	\$ 23.21	\$ 23.21	\$ 23.79	\$ 24.39	\$ 25.00	\$ 25.62	\$ 26.26
Swim Lesson Per Class - 45 Minute	None	\$ 7.02	\$ 7.02	\$ 7.19	\$ 7.37	\$ 7.56	\$ 7.75	\$ 7.94
Swim Lesson Per Class - 30 Minute	None	\$ 4.68	\$ 4.68	\$ 4.79	\$ 4.91	\$ 5.03	\$ 5.16	\$ 5.29

COMMUNITY HALL RENTALS								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
ROSE BOYKO/SAS DA'GHE HOURLY Standard	GST	\$ 19.51	\$ 19.51	\$ 20.00	\$ 20.50	\$ 21.01	\$ 21.54	\$ 22.07
ROSE BOYKO/SAS DA'GHE - Daily- Standard	GST	\$ 117.06	\$ 117.06	\$ 119.99	\$ 122.99	\$ 126.06	\$ 129.21	\$ 132.44
CALLAHAN - HOURLY	GST	\$ 29.27	\$ 29.27	\$ 30.00	\$ 30.75	\$ 31.52	\$ 32.30	\$ 33.11
CALLAHAN DAILY	GST	\$ 175.59	\$ 175.59	\$ 179.98	\$ 184.48	\$ 189.09	\$ 193.82	\$ 198.66
COMMUNITY HALL - HOURLY- Standard	GST	\$ 58.53	\$ 58.53	\$ 59.99	\$ 61.49	\$ 63.03	\$ 64.61	\$ 66.22
COMMUNITY HALL - DAILY- Standard	GST	\$ 351.18	\$ 351.18	\$ 359.96	\$ 368.96	\$ 378.18	\$ 387.64	\$ 397.33
Dressing Room Clean Up	GST	\$ 102.50	\$ 102.50	\$ 105.06	\$ 107.69	\$ 110.38	\$ 113.14	\$ 115.97
Full Music Set Up	GST	\$ 256.25	\$ 256.25	\$ 262.66	\$ 269.22	\$ 275.95	\$ 282.85	\$ 289.92
Lights & Trusses Rental Fee	GST	\$ 102.50	\$ 102.50	\$ 105.06	\$ 107.69	\$ 110.38	\$ 113.14	\$ 115.97
Sound System (Fender)	GST	\$ 66.63	\$ 66.63	\$ 68.29	\$ 70.00	\$ 71.75	\$ 73.54	\$ 75.38
Outdoor Basic Stage Rental Fee (Town)	None	\$ 390.24	\$ 390.24	\$ 390.24	\$ 390.24	\$ 390.24	\$ 390.24	\$ 390.24

Outdoor Basic Stage Rental Fee (Outside Town)	None	\$ 750.00	\$ 750.00	\$ 768.75	\$ 787.97	\$ 807.67	\$ 827.86	\$ 848.56
Outdoor Basic Stage Rental Fee	None	\$ 390.24	\$ 390.24	\$ 400.00	\$ 410.00	\$ 420.25	\$ 430.75	\$ 441.52
Indoor Stage Rental Fee	None	\$ 262.50	\$ 262.50	\$ 269.06	\$ 275.79	\$ 282.68	\$ 289.75	\$ 296.99
Stage Lighting and Sound	None	\$ 525.00	\$ 525.00	\$ 538.13	\$ 551.58	\$ 565.37	\$ 579.50	\$ 593.99
Community Hall - Banquet or Cabaret Set Up 26+ Tables (includes table cloths)	GST	\$ 112.75	\$ 112.75	\$ 115.57	\$ 118.46	\$ 121.42	\$ 124.45	\$ 127.57

## Other Rentals

OTHER RENTALS/FEES								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
EQUIPMENT RENTAL **Climbing Shoes, harness, Lifejacket Skates	GST	\$ 3.00	\$ 3.00	\$ 3.08	\$ 3.15	\$ 3.23	\$ 3.31	\$ 3.39
Cross Country Ski Rentals	GST	\$ 9.52	\$ 10.00	\$ 10.25	\$ 10.50	\$ 10.76	\$ 11.03	\$ 11.31
PADDLEBOARD - DAILY	None	\$ 30.00	\$ 31.50	\$ 32.29	\$ 33.09	\$ 33.92	\$ 34.77	\$ 35.64
Arena Locker Rental	GST	\$ 142.00	\$ 149.10	\$ 152.83	\$ 156.65	\$ 160.56	\$ 164.58	\$ 168.69
Online Convenience Fee		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

## Drop In Admissions & Multipasses

DROP IN ADMISSIONS								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
<b>Non Resident Fee</b>		<b>Add 15%</b>						
Child Drop in	GST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Youth/Senior Drop in	GST	\$ 2.93	\$ 2.93	\$ 3.00	\$ 3.07	\$ 3.15	\$ 3.23	\$ 3.31
Adult Drop in	GST	\$ 5.85	\$ 5.85	\$ 6.00	\$ 6.15	\$ 6.30	\$ 6.46	\$ 6.62
Family Drop in	GST	\$ 11.70	\$ 11.70	\$ 11.99	\$ 12.29	\$ 12.60	\$ 12.91	\$ 13.24

MULTIPASSES								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
<b>Non Resident Fee</b>		<b>Add 15%</b>						
Senior/Youth 25 Multipass	GST	\$ 64.35	\$ 64.35	\$ 65.96	\$ 67.61	\$ 69.30	\$ 71.03	\$ 72.81
Adult 25 Multipass	GST	\$ 128.70	\$ 128.70	\$ 131.92	\$ 135.22	\$ 138.60	\$ 142.06	\$ 145.61

All multipasses will automatically expire 12 months from purchase date

## Memberships

MEMBERSHIPS								
Name	Taxes	Base Rate	2022	2023	2024	2025	2026	2027
<b>Non Resident Fee</b>		<b>Add 15%</b>						
Senior/Youth 1 Month	GST	\$ 26.29	\$ 28.91	\$ 30.36	\$ 31.88	\$ 32.67	\$ 33.49	\$ 34.33
Senior/Youth 6 Month	GST	\$ 98.55	\$ 108.41	\$ 113.83	\$ 119.52	\$ 122.50	\$ 125.57	\$ 128.71
Senior/Youth 12 Month	GST	\$ 186.15	\$ 204.76	\$ 215.00	\$ 225.75	\$ 231.39	\$ 237.18	\$ 243.11
Adult 1 Month	GST	\$ 52.57	\$ 57.83	\$ 60.72	\$ 63.75	\$ 65.35	\$ 66.98	\$ 68.66
Adult 6 Month	GST	\$ 197.10	\$ 216.81	\$ 227.65	\$ 239.03	\$ 245.01	\$ 251.13	\$ 257.41
Adult 12 Month	GST	\$ 372.29	\$ 409.52	\$ 429.99	\$ 451.49	\$ 462.78	\$ 474.35	\$ 486.21
Family 1 Month	GST	\$ 105.14	\$ 115.65	\$ 121.44	\$ 127.51	\$ 130.70	\$ 133.96	\$ 137.31
Family 6 Month	GST	\$ 394.20	\$ 433.62	\$ 455.30	\$ 478.07	\$ 490.02	\$ 502.27	\$ 514.82
Family 12 Month	GST	\$ 744.58	\$ 819.04	\$ 859.99	\$ 902.99	\$ 925.56	\$ 948.70	\$ 972.42
First Responder's Annual Membership	GST	\$ 93.07	\$ 102.38	\$ 107.50	\$ 112.87	\$ 115.70	\$ 118.59	\$ 121.55
First Responders 12 month Family Membership	GST	\$ 372.29	\$ 409.52	\$ 429.99	\$ 451.49	\$ 462.78	\$ 474.35	\$ 486.21

## Ski Hill

### SKI HILL SEASON PASSES

Name	Taxes	Base Rate	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Little Mac Season Pass FAMILY	GST	\$ 122.64	\$ 122.64	\$ 125.71	\$ 128.85	\$ 132.07	\$ 135.37	\$ 138.76
Little Mac Season Pass YOUTH/SENIOR	GST	\$ 39.42	\$ 39.42	\$ 40.41	\$ 41.42	\$ 42.45	\$ 43.52	\$ 44.60
Little Mac Season Pass ADULT	GST	\$ 61.32	\$ 61.32	\$ 62.85	\$ 64.42	\$ 66.03	\$ 67.69	\$ 69.38
Little Mac DAY Pass FAMILY	GST	\$ 61.32	N/A	\$ 62.85	\$ 64.42	\$ 66.03	\$ 67.69	\$ 69.38
Little Mac DAY Pass YOUTH/SENIOR	GST	\$ 19.71	N/A	\$ 20.20	\$ 20.71	\$ 21.23	\$ 21.76	\$ 22.30
Little Mac DAY Pass ADULT	GST	\$ 30.66	N/A	\$ 31.43	\$ 32.21	\$ 33.02	\$ 33.84	\$ 34.69

**\*\*Ski Hill season generally runs from December to April, but is weather dependant.**

**DISTRICT OF MACKENZIE**

**BYLAW NO. 1491**

A bylaw to amend the Animal Control and Licensing Bylaw No. 1354. 2016.

---

**WHEREAS** the Council of the District of Mackenzie deems it prudent and desirable to amend its Animal Control and Licensing Bylaw;

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

1. That "Animal Control and Licencing Bylaw No. 1354, 2016" is hereby amended as follows:
  - a. That Schedule A to the "Animal Control and Licensing Bylaw No. 1354. 2016" be deleted in its entirety and replaced with Schedule A as attached.
2. This bylaw may be cited for all purposes as "Animal Control and Licensing Amendment Bylaw No. 1491, 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. 1491 cited as  
"Animal Control and Licensing  
Bylaw Amendment No. 1491, 2022".

\_\_\_\_\_  
Mayor

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

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

**DISTRICT OF MACKENZIE**

**BYLAW NO. 1354**

**SCHEDULE A**

**LICENCE FEES**

	Spayed or Neutered (Supported by a Veterinarian's Certificate)	Not Spayed or Neutered
1. Licence fee for a Dog over the age of four (4) months	\$20.00	\$35.00
2. Seniors Dog Licence Fee (for Owners over the age of 65)	\$10.00	\$18.00
3. Dog Licence transfer	\$7.50	\$7.50
4. Dog Licence replacement tag	\$7.50	\$7.50
5. Permit	\$58.00	\$58.00
6. Permit renewal	\$58.00	\$58.00
7. Kennel Licence	\$28.50	\$28.50
8. Repeat Offender Dog Licence fee	\$122.00	\$122.00
9. Dangerous Dog Licence	\$258.00	\$258.00