



**Regular Meeting of Council
AGENDA**

April 3, 2023, 7:00 pm
Council Chambers of the Village Office
499 Muchalat Drive

We are on the unceded traditional territory of the Mowachaht/Muchalaht First Nation.

Pages

CALL TO ORDER

INTRODUCTION OF LATE ITEMS

APPROVAL OF AGENDA

Recommended Motion:
THAT the agenda be adopted as presented.

ADOPTION OF MINUTES

Recommended Motion:
THAT the Committee of the Whole meeting minutes from March 15, 2023 be adopted as presented.

Recommended Motion:
THAT the regular meeting minutes from March 20, 2023 be adopted as presented.

Recommended Motion:
THAT the Committee of the Whole meeting minutes from March 27, 2023 be adopted as presented.

PUBLIC AND STATUTORY HEARINGS

UNFINISHED BUSINESS

Jack Christensen Centre: Museum and Achieve Society

Recommended Motion:
THAT Council approve the Gold River Museum and Archive Society to rent a room at the Jack Christensen Centre for the discounted rent and utility rate of \$30.00 per month for 9 months of the year.

DELEGATIONS

4

13

Delegation Time Extension

Recommended Motion:

THAT Council approve the delegation to present for 15 minutes.

Potlatch Invitation (May 18): Marsha Maquinna and Students

ADMINISTRATION REPORTS

Financial Plan Report

16

The 2023-2027 Financial Plan Bylaw is presented on tonight's Agenda for Councils consideration. Council may proceed with first three readings of the 2023 Financial Plan bylaw.

Recommended Motion:

THAT Council receive this report for information.

REPORTS FROM COUNCIL

INFORMATION ITEMS

REPORTS OF COMMITTEES

BYLAWS

Mowachaht/Muchalaht First Nation

25

Recommended Motion:

THAT Council adopt bylaw no. 744 MMFN Fire Protection Services Agreement.

Recommended Motion:

THAT Council adopt bylaw no. 745 MMFN Solid Waste and Disposal Services Agreement.

Recommended Motion:

THAT Council adopt bylaw no. 746 MMFN Sewer Services Agreement.

Reserve Fund Bylaw

57

Recommended Motion:

THAT Council adopt bylaw no. 644.1 Reserve Funds Amendment Bylaw.

Utility Rates Bylaws

60

Recommended Motion:

THAT Council rescind third reading to bylaw no. 612.13, 2023 Trade Waste and Garbage Amendment Bylaw.

Recommended Motion:

THAT Council give third reading to Bylaw No. 612.13, 2023 Trade Waste and Garbage Amendment Bylaw as amended.

Recommended Motion:
THAT Council adopt Bylaw No. 613.11, 2023 Water Rates and Regulations Amendment Bylaw.

Recommended Motion:
THAT Council adopt Bylaw No. 614.12, 2023 Sewer Rates Amendment Bylaw.

Financial Plan Bylaw No. 747, 2023

69

Recommended Motion:
THAT Council give first, second, and third reading to the Financial Plan Bylaw No. 747, 2023.

CORRESPONDENCE

Grant in Aid: Gold River Literacy Society

75

Recommended Motion:
THAT Council receive this correspondence for information.

Anne Kang, Minister of Municipal Affairs

83

Recommended Motion:
THAT Council receive the letter for information.

Block Correspondence

87

Recommended Motion:
THAT Council receive the correspondence as a block.

QUESTION PERIOD

NEW BUSINESS

MOTION TO ADJOURN IN CAMERA

RISE AND REPORT

ADJOURNMENT

Recommended Motion:
THAT the meeting be adjourned.

Time: X:XX pm.

**Minutes of the Committee of the Whole Meeting of the Council
of the Village of Gold River**

March 15, 2023, 7:00 pm
Council Chambers of the Village Office
499 Muchalat Drive

PRESENT: Michael Lott, Peter Wehmeier, Alison Pringle, Henry Fossen

REGRETS: Nikki Pichert

STAFF: Michael Roy, CAO

1. CALL TO ORDER

The meeting was called to order at 7:00 pm.

2. INTRODUCTION OF LATE ITEMS

3. APPROVAL OF AGENDA

THAT the agenda be adopted.

CARRIED

4. ADOPTION OF MINUTES

5. PUBLIC AND STATUTORY HEARINGS

6. UNFINISHED BUSINESS

7. DELEGATIONS

8. ADMINISTRATION REPORTS

8.a 2023 Financial Plan

THAT Council receive the 2023 Financial Plan for information.

CARRIED

THAT Council resolve to have a 5.9 percent tax increase in 2023, and a 8.9 percent increase in fiscal years 2024 - 2027.

CARRIED

THAT Council resolve to have a balanced budget in 2023.

DEFEATED

THAT Council resolve to have a balanced budget in 2025.

DEFEATED

- 9. REPORTS FROM COUNCIL**
- 10. INFORMATION ITEMS**
- 11. REPORTS OF COMMITTEES**
- 12. BYLAWS**
- 13. CORRESPONDENCE**
- 14. QUESTION PERIOD**
- 15. NEW BUSINESS**
- 16. MOTION TO ADJOURN IN CAMERA**
- 17. RISE AND REPORT**
- 18. ADJOURNMENT**

THAT the meeting be adjourned.

Time: 8:42 pm.

CARRIED

M. Lott Mayor

M. Roy Corporate Administrator

**Minutes of the Regular Meeting of the Council
of the Village of Gold River**

March 20, 2023, 7:00 pm
Council Chambers of the Village Office
499 Muchalat Drive

PRESENT: Peter Wehmeier, Alison Pringle, Henry Fossen, Nikki Pichert

REGRETS: Michael Lott

STAFF: Michael Roy, CAO

1. CALL TO ORDER

The meeting was called to order at 7:00 pm.

2. INTRODUCTION OF LATE ITEMS

3. APPROVAL OF AGENDA

THAT the agenda be adopted as presented.

CARRIED

4. ADOPTION OF MINUTES

THAT the regular meeting minutes from February 21, 2023 be adopted as presented.

CARRIED

THAT the Special Meeting Minutes from March 2, 2023 be adopted as presented.

CARRIED

5. PUBLIC AND STATUTORY HEARINGS

6. UNFINISHED BUSINESS

6.a Jack Christensen Centre Rental

THAT Council approve the Gold River Museum and Archive Society to rent a room at the Jack Christensen Centre for the non-discounted rate of \$150 per month per room.

THAT Council defer the motion to the next Regular meeting of Council.

CARRIED

7. DELEGATIONS

8. ADMINISTRATION REPORTS

8.a Regional Grant Opportunity: Emergency Operations Centre

THAT as part of the Village of Gold River's ongoing work in relation to emergency preparedness, that an application for financial assistance under the Community Emergency Preparedness Fund 2023 Emergency Operation Centre for submission to the UBCM, in collaboration with the Strathcona Regional District (SRD); and

THAT the Village of Gold River agrees to the Strathcona Regional District submitting an application on their behalf, and that if funded, agrees to the Strathcona Regional District managing the grant and being the recipient of all funding.

CARRIED

9. REPORTS FROM COUNCIL

10. INFORMATION ITEMS

10.a Audit Planning Report

THAT Council receive the Audit Planning Report for information.

CARRIED

11. REPORTS OF COMMITTEES

11.a Healthy Families and Community Committee: Appointments

THAT Council appoint Chelsie Stubbs and Jackie Jack to the Healthy Families and Community Committee.

CARRIED

12. BYLAWS

12.a Mowachaht/Muchalaht First Nation: Service Agreements

THAT Council provide first, second, and third reading to Bylaw No. 744, 2023 MMFN Fire Protection Services Agreement.

CARRIED

THAT Council provide first, second, and third reading to Bylaw No. 745, 2023 MMFN Solid Waste and Disposal Services Agreement.

CARRIED

THAT Council provide first, second, and third reading to Bylaw No. 746, 2023 MMFN Sewer Services Agreement.

CARRIED

12.b Reserve Funds Bylaw

THAT Council give first, second, and third reading to the Village of Gold River Reserve Funds Amendment Bylaw No. 644.1, 2023.

CARRIED

12.c Utility Rates Bylaw

THAT Council give first, second, and third reading to Bylaw No. 612.13, 2023 Trade Waste and Garbage Amendment Bylaw.

CARRIED

THAT Council give first, second, and third reading to Bylaw No. 613.11, 2023 Water Rates and Regulations Amendment Bylaw.

CARRIED

THAT Council give first, second, and third reading to Bylaw No. 614.12, 2023 Sewer Rates Amendment Bylaw.

CARRIED

13. CORRESPONDENCE

13.a Letter to Council: Roger Steele

THAT Council receive the letter for information.

CARRIED

13.b Letter to Council: Kevin Chisholm

THAT Council receive the letter for information.

CARRIED

13.c Letter to Council: Greg and Deb Leone

THAT Council receive the letter for information.

CARRIED

13.d Block Correspondence

THAT Council receive the correspondence as a block.

CARRIED

14. QUESTION PERIOD

15. NEW BUSINESS

16. MOTION TO ADJOURN IN CAMERA

17. RISE AND REPORT

18. ADJOURNMENT

THAT the meeting be adjourned.

Time: 7:28 pm.

CARRIED

P. Wehmeier Acting Chair

M. Roy Corporate Administrator

**Minutes of the Committee of the Whole Meeting of the Council
of the Village of Gold River**

March 27, 2023, 7:00 pm
Council Chambers of the Village Office
499 Muchalat Drive

PRESENT: Michael Lott, Peter Wehmeier, Alison Pringle, Henry Fossen,
Nikki Pichert

STAFF: Michael Roy, CAO

1. CALL TO ORDER

The meeting was called to order at 7:00 pm.

2. INTRODUCTION OF LATE ITEMS

3. APPROVAL OF AGENDA

THAT the agenda be adopted.

CARRIED

4. ADOPTION OF MINUTES

5. PUBLIC AND STATUTORY HEARINGS

6. UNFINISHED BUSINESS

7. DELEGATIONS

8. ADMINISTRATION REPORTS

8.a 2023 Financial Plan

THAT Council set the 2023 tax increase at 6.8 percent.

DEFEATED

THAT Council reconsider the previous motion and set the 2023 tax
increase at 6.8 percent.

CARRIED

9. **REPORTS FROM COUNCIL**
10. **INFORMATION ITEMS**
11. **REPORTS OF COMMITTEES**
12. **BYLAWS**
13. **CORRESPONDENCE**
14. **QUESTION PERIOD**
15. **NEW BUSINESS**
16. **MOTION TO ADJOURN IN CAMERA**
17. **RISE AND REPORT**
18. **ADJOURNMENT**

THAT the meeting be adjourned.

Time: 8:25 pm.

CARRIED

M. Lott Mayor

M. Roy Corporate Administrator

Village of Gold River
PO Box 610
Gold River, BC, V0P 1G0

March 20, 2023

Dear Mayor & Council,

This is our annual report regarding our tenancy agreement at the Jack Christensen Centre.

Our 'historic items' mostly consist of photographs and newspapers; we have numerous reports and a number of personal accounts, scrap books from organizations and various videos, slides, reels of film etc.

Throughout the year people will contact us, usually about doing research, once in a while to bring us more material. It is an ongoing process. We attend various community events, when asked, to display items that we have available. Our members are always on hand to answer questions and encourage interest in the history of our area and our community. A few years ago we also started adding material to our facebook page as a way to get some items out to the public, and to remind people and get conversations going. An amazing amount of material comes forward this way.

We have a program that we run for the public a few times a year about a trapper from Chilliwack who died and was buried behind the High School back in the 1930's. It involves a slideshow presentation and a short trip down to the site. We ran four programs in 2022.

We greatly appreciate the support that we get from the village. What we do would not be possible without this secure space to store our holdings.

Sincerely,



Suzanne Trevis
Curator,
Gold River Museum & Archives Society

Financial Statement

January 1, 2022 to December 31, 2022

| | | |
|-------------------------------------|-----------|-------------|
| Opening Balance - January 1, 2022 | | \$ 5,054.11 |
| Revenue | \$ 120.00 | |
| Expenses | \$ 713.15 | |
| Closing Balance - December 31, 2022 | | \$ 4,460.96 |

Some funds are held in trust for future projects.

| | |
|--------------------|--------------------|
| Building Fund | \$ 2,000.00 |
| Scholarship Fund | \$ 500.00 |
| General Operations | \$ <u>1,960.96</u> |
| Balance on Hand | \$ 4,460.96 |

Asset Listing

Furniture & Fixtures

| | | |
|---|-----------|-----------------|
| Computer, with monitor & printer | \$ | 200.00 |
| Printer / Scanner | \$ | 200.00 |
| Projector | \$ | 300.00 |
| Computer Desk | \$ | 50.00 |
| 2 Drawer File Cabinet | \$ | 20.00 |
| 4 Drawer File Cabinet | \$ | 40.00 |
| Large Bulletin Board | \$ | 20.00 |
| Large White Board | \$ | 20.00 |
| Display Cases | \$ | 200.00 |
| Large Table | \$ | 100.00 |
| Shelving | \$ | 200.00 |
| Signs & Displays - MacFarlane Tour | \$ | 200.00 |
| Total Value Furniture & Fixtures | \$ | 1,650.00 |

Holdings

Maps & design drawings
Posters
Newspapers & newsletters
Books & brochures
Photographs, Negatives, scrapbooks
Digital Archives
Documents
Model of Kraft Mill
Community Event Displays, incl.
photos, a 15 min video & a ppt tour.

While our holdings have value to the community in the way of historical content, they hold little monetary value. No value has been attached to this listing for holdings.

Village of Gold River REPORT TO COUNCIL

Regular Council Meeting
April 3, 2023

Author: Michael Roy, Chief Administrative Officer

Subject: 2023-2027 Financial Plan

RECOMMENDATION(S):

THAT the 2023-2027 Financial Plan Bylaw is presented on tonight's Agenda for Councils consideration. Council may proceed with first three readings of the 2023 Financial Plan bylaw.

ALTERNATIVE(S):

THAT the 2023-2027 Financial Plan be amended by [insert amendment(s)] and the bylaw proceed with first three readings.

THAT the 2023-2027 Financial Plan be sent back to a committee of the whole meeting for further review.

THAT the report be accepted for information.

PURPOSE

The Financial Plan provides the Village the authority to spend, establishes the level of service provided in our community and ultimately drives the Tax & Utilities rates. The Financial Plan presented utilizes the 6.8% tax increase outlined by Council for 2022 and 8.9% for 2024-2027

The 2023-2027 Financial Plan was prepared for tonight's Agenda for first three readings, if Council chooses.

ATTACHMENT(S):

- 5 year Financial Plan
- 5 year TCA extract from financial plan
- 2023 Projects and initiatives

DISCUSSION

2023 Budget

Staff has prepared the 2023 budget incorporating the planned operating level of services along with major purchases (Capital & Operating) and maintenance projects. The Financial Plan was developed with direction from the Strategic Planning Sessions held with Council and department Managers best estimates based on the cost to operate the established levels of service and repair and replace infrastructure. Council may wish to revisit the departmental spending plans, the levels of service and Capital spending to refine the budget as we move towards adoption of the Financial Plan. Several Committee of the Whole meetings were held to review the financial plan and an additional Committee of the Whole could be scheduled to further review the budget plans, if Council chooses. The Financial Plan must be adopted before May 15th, per the Community Charter

Beyond the current 2023 budget, the requirements for a Financial Plan span a five-year period to ensure that Council and Staff annually consider the sustainability of its level of services ongoing and into the future, especially when new services are being considered.

Tax Options

The 2022 budgeted Tax Revenue was \$1,111,609. Each 1% increase would be a \$11,116 increase in tax revenue. At the March 27, 2023 Committee of the Whole meeting Council requested staff to bring forward a financial plan with at 6.8% increase in 2023 with the increase for 2024 – 2027 being 8.9% each year.

FINANCIAL IMPLICATIONS

Revenue

- Property Tax increase 6% provides total property tax levy \$1,187,198 (2022, \$1,111,609)
- Small Community Grant funds \$464,000 to fund core services (Province has yet to confirm the grant amount for 2023)
- The Village receives approximately \$110,000 in Federal Gas Tax Funding annually provided for specific projects that meet the Federal funding criteria.
- Provincial grants totalling \$2,252,593 to offset planned projects (small community funding \$464,000). This amount includes recognition of the \$969,000 through the recently announced Growing Communities Fund.
- Offloading at the Wharf varies from year to year, creating spikes and drops in revenues in the non-offloading years, evident in the plan
- Interest rates have increased and the \$300,000 (combined general, sewer & water) in budgeted interest earned on the invested surplus funds still helps to contribute to operations (without these funds we would require an additional 27% tax increase).
- The Reserve schedule shows that we will have exhausted the General Capital Reserve and the Sewer Capital Reserve in 2027 and the Village will need to seek financing if a structured Reserve Policy to contribute annually and replenish the funds is not undertaken soon and that the budgeted operating deficit is eliminated to allow for a program of replenishing the reserves in future years.

The ongoing use of Surplus is not sustainable as previously identified and confirmed through the 2018 BDO Sustainability Review provided to Council in January 2019 and confirmed by Spencer Cotton at the February 2021 Council meeting.

Tangible Capital Asset Spending

The Tangible Capital Asset (TCA) expenditures are outlined in the 5-year Financial Plan on Schedule "B" which outlines the planned costs for TCA purchases and projects and the source of funding to support the expenditures through the five-year plan. Where Grants are not available Capital Reserves are used to fund Capital spending throughout the five-year plan. During the five-years the planned TCA projects and expenditures total \$4,903,510. The amounts in schedule "B" are included in schedule "A", but pulled out to highlight these major purchases.

Reserves

Planned use of Reserve funds to fund major projects over the plan, exhausts our General Capital Funds and Sewer Capital Funds by 2027. At this time there are no plans in place to replenish the utilized funds and our Capital Reserves are depleting over the five-year plan with the General Capital and Sewer Capital unable to fund the proposed 2027 Capital projects. Staff has tried to reduce the impact on our Reserve Fund by utilizing Gas tax and other grant funding where possible.

An analysis and strategy of how we achieve our planned equipment replacement will need to be considered as we move forward. If a Capital Asset Plan to replenish Reserve funds is not considered and implemented, or Capital spending plans changed (or delay timing), Council will need to consider a Capital borrowing bylaw starting in the 2027 budget/year.

Summary

The 2023-2027 Financial Plan projects a total deficit of \$333,482 (\$250,435 general /\$48,355 Sewer/\$34,692 water) with the deficit offset by accumulated surplus funds. The deficits are projected to decrease over the 5-year plan based on the structured tax rate and Utility fee increases as directed and approved by Council. These are significant proposed increases and should be considered in relation to the Financial Sustainability report. By year 5, the unrestricted surplus funds will be significantly depleted and either significant service level reductions need to occur or greater tax increase than what is in the current plan would need to be introduced to fund Village operations in the future.

Unrestricted surplus is un-committed surplus available for funding Village operations. Although, the Village will need to review the necessary tax increases in the future to avoid impacting any restricted surplus. Taxing requirements and Utility Fees will need to be reviewed annually going forward as the Five-Year Plan is revisited each year.

The BDO Sustainability report completed in 2018 remains a key document for Council to consider in addressing the Villages Financial long-term sustainability and the decisions related to the level of services and the level of tax and utility fees that will be required to meet that objective. Staff has identified the concerns of ongoing deficits for many years advising Councils that continued deficits without long term planning to adjust service levels and spending to our Reserves was not sustainable. Bringing the Villages finances into balance is the only way to ensure the long-term sustainability of the Village Services and its infrastructure.

The deficits projected through the Financial Plan will continue to erode the financial position of the Village by utilizing the accumulated surplus. Underspensing often occurs or contingencies are not utilized and this helps to mitigate projected deficit, but this process is not good planning (If projects were important enough to budget, they should be scheduled and completed).

The benefit of having Surplus and Reserves is that they generate Investment interest which helps to reduce taxes and provides flexibility to respond to emergencies or unusual events and allows us to manage without having to borrow funds and incur debt charges into our budget. The drawdown and use of these funds over time will compromise future revenues and should be monitored and done prudently.

The 2023-2027 Financial Plan Bylaw with accompanying schedules are on tonight's Agenda for first three readings should Council wish to move it forward. The schedules presented in the Bylaw are prepared using a 6.8% tax increase.

POLICY IMPLICATIONS

Financial plan is a requirement under the Community Charter

LEGAL IMPLICATIONS

N/A

Respectfully submitted,

Michael Roy
Chief Administrative Officer
Village of Gold River

Village of Gold River
Schedule "A"

| | 2023 | 2024 | 2025 | 2026 | 2027 |
|--|------------------|------------------|------------------|------------------|------------------|
| REVENUE | | | | | |
| Taxation | 1,210,009 | 1,315,670 | 1,430,734 | 1,556,039 | 1,692,496 |
| Payment in lieu of taxes | 11,610 | 12,650 | 13,780 | 15,010 | 16,350 |
| Utility Fees | 610,869 | 665,148 | 724,258 | 788,629 | 858,729 |
| Sale of services | 693,746 | 679,853 | 657,943 | 661,010 | 664,151 |
| Wharf Services | 85,000 | 295,000 | 85,000 | 295,000 | 85,000 |
| Investment Income | 300,000 | 133,800 | 133,800 | 133,800 | 133,800 |
| Grants | 2,252,593 | 1,225,000 | 492,500 | 535,000 | 475,000 |
| Miscellaneous | 38,700 | 38,700 | 38,700 | 38,700 | 38,700 |
| | 5,202,527 | 4,365,821 | 3,576,715 | 4,023,188 | 3,964,226 |
| EXPENSES | | | | | |
| General government | 845,011 | 751,024 | 714,011 | 748,517 | 751,556 |
| Protective services | 205,156 | 210,128 | 213,939 | 217,847 | 221,856 |
| Transportation services | 641,575 | 603,838 | 576,888 | 587,222 | 470,849 |
| Solid waste and recycling | 361,617 | 370,402 | 379,697 | 389,244 | 399,050 |
| Community development services | 446,969 | 143,071 | 92,964 | 106,804 | 96,698 |
| Wharf services | 183,701 | 107,559 | 63,913 | 65,299 | 66,718 |
| Parks, recreation and cultural services | 1,074,054 | 1,158,855 | 1,125,230 | 1,142,898 | 1,173,384 |
| Water utility | 337,475 | 316,018 | 296,221 | 304,144 | 322,293 |
| Sewer utility | 481,641 | 501,510 | 481,739 | 449,171 | 496,818 |
| Amortization | 508,402 | 508,402 | 508,402 | 508,402 | 508,402 |
| | 5,085,601 | 4,670,807 | 4,453,004 | 4,519,548 | 4,507,624 |
| Operating Surplus/(Deficit) | 116,926 | (304,986) | (876,289) | (496,360) | (543,398) |
| Adjust for Non-Cash Items (Amortization) | 508,402 | 508,402 | 508,402 | 508,402 | 508,402 |
| Tangible Capital Asset Acquisition | (1,624,010) | (817,000) | (383,000) | (1,139,500) | (940,000) |
| Transfer from Reserves | 1,524,200 | 222,000 | 383,000 | 1,079,500 | 940,000 |
| Transfer to Reserves | (859,000) | - | - | - | - |
| Appropriation (from)/to Surplus | (333,482) | (391,584) | (367,887) | (47,958) | (34,996) |

Village of Gold River
Schedule "B"

| | 2023 | 2024 | 2025 | 2026 | 2027 |
|---|------------------|----------------|----------------|------------------|----------------|
| Projects - TCA | | | | | |
| Other Government Funding | 140,000 | - | - | - | - |
| Grants | 189,810 | 640,000 | - | 60,000 | - |
| Municipal Dock Reserve | 730,000 | - | 75,000 | - | - |
| General Capital Reserve | 564,200 | 177,000 | 268,000 | 357,000 | 400,000 |
| Sewer Reserve | - | - | 20,000 | 380,000 | 540,000 |
| Water Reserve | - | - | 20,000 | 342,500 | - |
| | 1,624,010 | 817,000 | 383,000 | 1,139,500 | 940,000 |
| General government | 20,000 | 165,000 | - | - | - |
| Protective services | 39,200 | - | - | - | - |
| Transportation services | 100,000 | 580,000 | 198,000 | 250,000 | 200,000 |
| Solid Waste | 575,000 | - | - | - | - |
| Wharf services | 850,000 | - | 75,000 | - | - |
| Parks, recreation and cultural services | 15,000 | 72,000 | 70,000 | 167,000 | 200,000 |
| Water utility | 12,405 | - | 20,000 | 342,500 | - |
| Sewer utility | 12,405 | - | 20,000 | 380,000 | 540,000 |
| | 1,624,010 | 817,000 | 383,000 | 1,139,500 | 940,000 |

* These values are extracted from Schedule "A" to provided further detail on capital projects.

Village of Gold River
2023 Projects and Initiatives

| | Budget | Grant | Reserve | Tax/Surplus |
|---|----------------|----------------|----------------|----------------|
| General Government | | | | |
| Golf Course Grant-in-aid | | | | |
| Legion Grant-in-aid | | | | |
| High speed contribution (carried forward) | | | | |
| Office Heating Upgrade (Heat pump) | | | | |
| | 171,000 | 24,000 | 125,000 | 22,000 |
| Transportation Services | | | | |
| Road Repair | | | | |
| Street Light - repair & replace, repaint | | | | |
| Nimpkish | | | | |
| Curb repair (Hummingbird 215m remove and replace to new mountable curb style) | | | | |
| Pavement markings community wide (cross walks, stop bars, etc.) | | | | |
| Asset Management - data capture (exist asset condition assessment/review) | | | | |
| | 214,000 | 200,000 | - | 14,000 |
| Community Development | | | | |
| Housing Needs Study (carried forward) | | | | |
| Environmental Assessment | | | | |
| Active Transportation Plan | | | | |
| OCP, Zoning, Secondary Suites Bylaw review | | | | |
| JCC Building Assessment | | | | |
| Restore outside washroom facility (structure, plumbing, etc.) | | | | |
| Flag pole (install additional pole) | | | | |
| | 358,050 | 256,050 | - | 120,000 |
| Wharf Services | | | | |
| Dock - temporary repairs engineering/construction management | | | | |
| Dock - temporary repairs gangway and main float repaired | | | | |
| Gold River Waterfront (carry forward) | | | | |
| | 122,465 | 8,733 | 105,000 | 8,732 |

| | Budget | Grant | Reserve | Tax/Surplus |
|---|------------------|----------------|----------------|----------------|
| Parks, Recreation and Cultural Services | | | | |
| GMMC - Seal curling rink wall | | | | |
| GMMC - Remove/replace broken sections of concrete under breezeway including a drainage channel | | | | |
| AFFC Restore Wooden Building Sign | | | | |
| River bank stabilization project - pre-engineering, permitting | | | | |
| | 51,000 | - | - | 51,000 |
| Water Utility | | | | |
| Water - Genset servicing, Maquinna | | | | |
| Water - Asset Management - (engineering, project management) report and grant opportunities (carried forward) | | | | |
| | 57,500 | 50,000 | - | 7,500 |
| Sewer Utility | | | | |
| Sewer San. - Flushing/Cleaning (carried forward) | | | | |
| Sewer San. - CCTV, Main catchment area (carried forward) | | | | |
| Sewer San. - Smoke Testing (carried forward) | | | | |
| Sewer San. - STP Outlet Flow Meter (remove and replace) | | | | |
| Sewer San. - Spot repairs | | | | |
| Sewer San. - Genset servicing | | | | |
| Asset Management - data capture - data capture (exist asset condition assessment/review) | | | | |
| | 210,000 | 50,000 | - | 160,000 |
| Total Operational Projects | 1,184,015 | 588,783 | 230,000 | 383,232 |

| | Budget | Grant | Reserve | Tax/Surplus |
|--|------------------|----------------|------------------|-------------|
| General Government | | | | |
| Budget Software | 20,000 | - | 20,000 | - |
| Protective Services | | | | |
| Fire Bay Exhaust system Fire Blanket for car fires | 39,200 | - | 39,200 | - |
| Transportation Services | | | | |
| Mini Excavator (carried forward) | 100,000 | - | 100,000 | - |
| Solid Waste and Recycling | | | | |
| 2005 Garbage Truck Veh#6 - Vehicle Life Cycle Program Commercial Bin Purchase Residential Garbage Bins (Bear Proof) | 575,000 | 150,000 | 425,000 | - |
| Wharf Services | | | | |
| Warehouse Refurbishment (Structural, replace exterior sheeting and roof sheeting) (carried forward) Dredging collaborative project (carried forward) | 850,000 | - | 850,000 | - |
| Parks, Recreation and Cultural Services | | | | |
| Nimpkish Park - Pre-engineering | 15,000 | 15,000 | - | - |
| Water | | | | |
| SCADA (carried forward) | 12,405 | 12,405 | - | - |
| Sewer | | | | |
| SCADA (carried forward) | 12,405 | 12,405 | - | - |
| Total Capital Projects | 1,624,010 | 189,810 | 1,434,200 | - |

Village of Gold River REPORT TO COUNCIL

Author: Luke Charlton, Deputy Corporate Officer **Regular Council Meeting**
Subject: MMFN Service Agreements **April 3, 2023**

RECOMMENDATION(S):

THAT Council adopt Bylaw No. 744, 2023 MMFN Fire Protection Services Agreement;

THAT Council adopt Bylaw No. 745, 2023 MMFN Solid Waste and Disposal Services Agreement; And,

THAT Council adopt Bylaw No. 746, 2023 MMFN Sewer Services Agreement.

ALTERNATIVE(S):

THAT Council receive this report for information.

PURPOSE

To renew our service agreements with MMFN for a five-year term.

ATTACHMENT(S):

Bylaw No. 744, 2023 MMFN Fire Protection Services Agreement
Bylaw No. 745, 2023 MMFN Solid Waste and Disposal Services Agreement
Bylaw No. 746, 2023 MMFN Sewer Services Agreement

DISCUSSION

The Village of Gold River has been providing municipal services to the Mowachaht/Muchalaht First Nations (MMFN) for decades. This includes solid waste disposal, sewer services, and fire protection services. The rates we charge for solid waste disposal and sewer services have been tied to the current fee amounts that we charge the residents of Gold River. As we don't directly charge Gold River residents for fire protection, there isn't an existing fee that we charge for fire services outside of this agreement.

Our records indicate that we have been charging the same fee amount for Fire Services to the MMFN since 1996. At this renewal we are asking for a 10% increase to help offset the cost increases that have happened since then. In future renewals we should continue this practice of raising our fees to ensure each community is paying for their fair share based on number of households.

At this time MMFN Council has already agreed to the rates being proposed and has pre-signed the renewal agreements.

FINANCIAL IMPLICATIONS

10% increase to Fire Protection services.

Same rate to MMFN households as Gold River residents for Solid Waste and Sewer services.

POLICY IMPLICATIONS

None.

LEGAL IMPLICATIONS

None.

STRATGIC PLAN ALIGNMENT

None.

Supported by CAO:

Respectfully submitted,



Luke Charlton, MPA
Deputy Corporate Officer
Village of Gold River

VILLAGE OF GOLD RIVER

Bylaw No. 744, 2023

A bylaw to authorize the Village of Gold River to enter into an Agreement for the provision of a municipal service to the Mowachaht/Muchalaht First Nations.

WHEREAS the Mowachaht Muchalaht First Nation Council has requested that the Village of Gold River provide Fire Protection Services to lands within their reserve; and

WHEREAS the Council of the Village of Gold River has agreed to provide Fire Protection Services to lands within a reserve on the terms and conditions set out in Schedule "A" attached to and forming part of this bylaw, and

WHEREAS pursuant to Section 13 of the *Community Charter* the Village of Gold River may enter into agreements to provide services to lands; and

WHEREAS the Band Council of the Mowachaht Muchalaht First Nation has authorized the execution of this Agreement on behalf of the Band by a Band Council Resolution duly passed at a meeting of the Band Council held on the day of , a copy of which is attached hereto as Schedule "B".

NOW THEREFORE the Municipal Council in open meeting assembled, enacts as follows:

1. This bylaw shall be cited for all purposes as the "Village of Gold River Mowachaht/Muchalaht First Nations Fire Protection Services Agreement Authorization Bylaw No. 744, 2023".
2. The Municipal Council has agreed to provide a municipal service to lands within a reserve on the terms and conditions set out in Schedule "A", attached hereto.
3. Village of Gold River Mowachaht/Muchalaht First Nations Fire Protection Services Agreement Authorization Bylaw No. 708, 2018 is hereby repealed.

READ A FIRST AND SECOND TIME THIS 20TH DAY OF MARCH 2023.

READ A THIRD TIME THIS 20TH DAY OF MARCH 2023.

ADOPTED THIS DAY OF 2023.

Michael Lott

Mayor

M. Roy

Corporate Administrator

VILLAGE OF GOLD RIVER

SCHEDULE "A"
ATTACHED TO AND FORMING PART OF
BYLAW NO. 744, 2023

FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2023.

BETWEEN:

**THE CORPORATION OF
THE VILLAGE OF GOLD RIVER**
499 Muchalat Drive, P.O. Box 610
Gold River, B.C., V0P 1G0

(the "Municipality")

AND:

**MOWACHAHT/MUCHALAT FIRST NATIONS
Tsaxana Indian Reserve 18**
P.O. Box 459
Gold River, B.C., V0P 1G0

(the "Band")

WHEREAS:

- A. The Municipality may, by bylaw, pursuant to Section 13 of the *Community Charter* enter into an agreement with a First Nation as defined in that Act to provide a municipal service within a Reserve as defined in the *Indian Act* (Canada);
- B. The Band has requested the Municipality to provide fire protection services under the terms and conditions hereinafter provided;
- C. The Municipality operates a Fire Department and is prepared to offer the services, but only under the terms and conditions hereinafter provided;

NOW THEREFORE, in consideration of their mutual promises herein contained and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, **THE PARTIES AGREE AS FOLLOWS:**

DEFINITIONS:

1. In this Agreement:

- ‘Band’ means the Mowachaht/Muchalaht First Nations Band located at Tsaxana, Indian Reserve No. 18.
- ‘Band Council’ means the Council of the Mowachaht/Muchalaht First Nations.
- ‘Band Land’ means the lands located and occupied by the Mowachaht/Muchalaht First Nations at Tsaxana Indian Reserve 18.
- ‘Community Buildings’ means the Administration Building, House of Unity and the Gymnasium or any building utilized for a public community purpose on the Reserve.
- ‘Commercial Buildings’ means buildings used for the purpose of commercial business activities, such as retail and/or professional office space, excluding industrial, manufacturing, or processing activities, fuel supply or any uses related to hazardous or dangerous goods.
- ‘Council’ means the Municipal Council of the Village of Gold River.
- ‘Fire Chief’ means the First Chief of the Fire Department appointed by the Council of the Municipality.
- ‘Fire Department’ means the Fire Department of the Municipality.
- ‘Municipality’ means the Village of Gold River.
- ‘Reserve’ means Tsaxana Indian Reserve No. 18.
- ‘Term’ means the Term of this Agreement as set out in section 24.

WATER DISTRIBUTION SYSTEM:

- 2. The Band shall develop a water distribution system (the “Water Distribution System”) on that part of the Reserve described in Schedule “A” attached hereto (the “Band Land”), and
 - a) the Water Distribution System shall be of a size sufficient to satisfy the fire flow requirements of the Band Land in accordance with the guidelines provided by the “Fire Underwriters Survey”, and

- b) fire hydrants and standpipes shall be of a make approved by the Fire Chief and shall be located at the locations shown on Schedule "A" attached hereto.
- 3. The Band shall be responsible to maintain and operate the Water Distribution System developed pursuant to section 2, and shall ensure that there is at all times a sufficient water flow through the hydrants and standpipes for use by the Fire Department for the purpose of fighting fires.
- 4. The Band shall keep and maintain all hydrants located on the Reserve in good condition at all times, and undertakes to repair all hydrants and water supply lines as necessary.

FIRE PROTECTION SERVICES:

- 5. The Municipality shall, subject to Section 6, provide fire protection services to the residential, commercial and community buildings on the Band Land, on a twenty four (24) hour basis from a fire hall located within the Municipality, utilizing the staff and equipment then available from that fire hall.
- 6. For greater certainty
 - a) the Municipality shall not provide fire protection services to industrial premises situated on the Band Land or elsewhere pursuant to this Agreement; and
 - b) the Municipality's obligation to provide fire protection services is limited to the Band Land described in Schedule "A" and shall not extend to any land to which any part or all of the Band may be relocated.
 - c) the fire protection services provided by the Municipality shall consist solely of those services necessary to fight fires on the Band Lands and shall not include counselling, maintenance or inspections of any kind or for any services normally provided by the Local Assistant Fire Commissioner.
- 7. The Band shall, at the request of the Fire Department, take all reasonable steps to assist the Fire Department in fighting fires on the Band Land, except that all personnel and equipment of the Fire Department at any time in attendance upon Band Land shall remain under the direct control of the Fire Chief or the Senior Officer of the Fire Department in attendance at that time on the Band Land, and no one shall interfere with the conduct of fire fighting by the Fire Department.
- 8. The Band insofar as it is able, shall grant to the fire personnel of the Municipality attending at a fire on the Band Land the right to demolish any residence, building or other structure on the Band Land that in the opinion of the Municipality's fire fighters must be destroyed in order to prevent the spread of a fire.
- 9. The fire protection services provided by the Municipality shall be dependent upon the water available at the site of the fire through the Water Distribution System, and the Municipality, the Fire Chief, the Fire Department and their respective officers, employees and agents shall not be responsible for any loss occurring as a result of the Fire Department's inability to fight the fire caused by insufficient water.

PAYMENT FOR FIRE PROTECTION SERVICES

10. The Band shall pay the Municipality annually for fire protection services as follows:
 - a) For fire protection services in the twelve month period following the execution of this agreement, the Band shall on the day of the execution of this agreement pay to the Municipality, which amount is calculated on a cost per unit basis using the following formula:
 - (i) for each residential unit \$165.00 per residential unit, per twelve month period;
 - (ii) for each commercial unit/community building 2,000 square feet or less, \$330.00 per commercial unit/community building, per twelve month period;
 - (iii) for each commercial unit/community building more than 2,000 square feet but not more than 5,000 square feet, \$440.00 per commercial unit/community building, per twelve month period;
 - (iv) for each commercial unit/community building, 5,000 square feet \$550.00 per commercial unit/community building, per twelve month period.
 - b) For fire protection services the Band shall pay to the Municipality, on the 31st day prior to each anniversary of the date of execution of this Agreement, amounts calculated using the formula set out in subsection (a), together with a cumulative price adjustment reflecting any increase in the fire protection costs incurred by the Municipality, provided that the Municipality submits proof of such increase to the Band at the Band's request.
 - c) The Band shall pay to the Municipality the applicable per unit cost established in subsection (a) for each residential and commercial unit/community building added to the Band Land during the Term; and the per unit cost will be prorated over the annual cost according to the date of first occupancy of a specific unit.
11. The Band shall pay the full cost of any additional fire protection manpower and equipment that may be required to be called in from a jurisdiction other than the Municipality to assist in the fighting of a fire on the Band Land.

INSPECTIONS:

12. The Band shall permit representatives of the Fire Department to make fire prevention, fire investigation, fire equipment access, fire hydrants and standpipes and related inspections upon the Band Land on twenty four (24) hour prior notice, except that inspection of fire damaged premises or areas may be carried out at any time without notice following a fire on the Band Land.
13. The Fire Chief may issue to the Band in writing recommendations based on inspections carried out by the Fire Department and the Band Council shall at a duly convened Band Council meeting consider such recommendations and shall by resolution implement such of those

recommendations as it considers will prevent fires, eliminate or reduce the hazards of fires or facilitate fire protection.

TERMINATION:

14. Either party may terminate this Agreement at any time for any reason upon one (1) years notice in writing, in accordance with section 18.
15. If the Band fails to make any of the annual payments pursuant to section 10 on the required dates, the Municipality may suspend services to be provided under this Agreement, on thirty (30) days notice in writing in accordance with section 18, until the Band makes the required payment together with interest thereon at the prime rate as set by the Municipality's bankers plus 1% per annum, calculated from the 30th day following the payment due date to the date of actual payment.
16. The services provided for in this Agreement may be suspended and service discontinued by the Municipality in the event that the Band fails to maintain the Water Distribution System as required under sections 2, 3 or 4, on thirty (30) days notice given in writing in accordance with section 18, until such time as in the opinion of the Fire Chief the Water Distribution System meets the standards appropriate for fire protection.
17. Should either party terminate this Agreement after the prepayment by the Band as provided for in section 10, the Municipality shall rebate the Band the pro-rated portion of the prepayment received by the Municipality for the balance of the twelve month period following the effective date of such termination.

NOTICE:

18. Notice given under this Agreement shall be deemed to be delivered when:
 - a) served personally, on the date of service; or
 - b) mailed by prepaid registered mail to the address listed for that party on the first page of this Agreement or other address of which that party has in writing notified the other, on the earlier of the date received or the fifth business day following date of mailing at any Canada Post Office, but in the event of interruption of mail service notice shall be deemed notice to be delivered only when actually received by the party to whom it is addressed.
19. The Administrator of each party shall be considered an agent by both parties to this Agreement for the purpose of service of notices.

TIME OF THE ESSENCE:

20. Time shall be of the essence of the Agreement.

LIABILITY:

21. The Band shall indemnify and save harmless the Municipality from any and all actions, causes of action, suits or other liability whatsoever which may arise as a consequence of the Municipality

entering into this Agreement, except those arising as a consequence of negligent acts or omissions by the Municipality, the Fire Department, the Fire Chief or their respective agents, officers or employers.

22. The Municipality shall not be liable to the Band or any occupant of the Band Land for any damages, expenses or losses of any kind whatsoever occurring by reason of suspension or discontinuance of the Fire Protection Services where such unavailability, suspension or discontinuance is caused by circumstances beyond the control of the Fire Department or the Municipality.
23. This Agreement shall not be construed to create any greater or lesser standard of care or liability on the part of the Municipality, the Fire Department, the Fire Chief or their respective agents, officers or employees in respect of the supply of fire protection services to the Band Land than that which applies to the supply of such services to any inhabitants of the Municipality.

TERM OF AGREEMENT

24. This Agreement shall be for the term of 5 years from the 1st day of January, 2023 and, subject to section 25, is renewable automatically for successive five year terms unless terminated sooner.

NOTICE OF RENEWAL

25. Before any renewal under section 24 may take effect, written notice of intention to renew or to renegotiate any one or more of the terms and conditions of this Agreement must be given by either party to the other no later than 1 year prior to the expiration of the initial Term or any renewal of the Term.
26. The Village shall be under no obligation to renew this Agreement upon its termination by effluxion of time or for any other reason, nor shall it be obliged to enter into a new agreement to provide the Service or any other services to the Lands or the First Nations.

MISCELLANEOUS:

27. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any applicable statutes, bylaws, orders or regulations in force.
28. This Agreement may be amended from time to time in writing upon terms and conditions mutually acceptable to the parties.
29. This Agreement may not be assigned without the prior written consent of the Municipality and the Band and this Agreement shall enure to the benefit of and be binding upon the Municipality and the Band and their respective permitted assigns and legal representatives.

IN WITNESS WHEREOF the Municipality and the Band have on this day set their hands and seals.

SIGNED SEALED AND DELIVERED by
the **Mowachaht/Muchalaht First Nations
Band Council** pursuant to the consent of the
majority of the Councillors of the Band
present at a Council Meeting duly convened
at which authority was given for the
Mowachaht/Muchalaht First Nations to
enter into this Agreement.

Witness

Address

Occupation

The Corporate Seal of **Village of Gold River**
was hereto affixed in the presence of:

Mayor

Corporate Administrator

) _____
Chief
) _____
Councillor
) _____
Councillor
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VILLAGE OF GOLD RIVER

SCHEDULE "A"
ATTACHED TO AND FORMING PART OF
BYLAW NO. 745, 2023

SOLID WASTE COLLECTION & DISPOSAL SERVICES AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2023.

BETWEEN:

**THE CORPORATION OF
THE VILLAGE OF GOLD RIVER**
499 Muchalat Drive, P.O. Box 610
Gold River, B.C.
V0P 1G0

(the "Municipality")

AND:

**MOWACHAHT/MUCHALAT FIRST NATIONS
Tsaxana Indian Reserve 18**
P.O. Box 459
Gold River, B.C.
V0P 1G0

(the "Band")

WHEREAS:

- A. The Municipality may, by bylaw, pursuant to Section 13 of the *Community Charter* enter into an agreement with a First Nation as defined in that Act to provide a municipal service within a reserve as defined in the *Indian Act* (Canada);
- B. The Band has requested the Municipality to provide Solid Waste collection and disposal services under the terms and condition hereinafter provided;
- C. The Municipality is prepared to offer the services, but only under the terms and conditions hereinafter provided;

NOW THEREFORE, in consideration of their mutual promises herein contained and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, **THE PARTIES AGREE AS FOLLOWS:**

1. Definitions

| | |
|-----------------------|---|
| “Band” | means the Mowachaht/Muchalat First Nations located at Tsaxana Indian Reserve No. 18. |
| ‘Band Council’ | means the Council of the Mowachaht/Muchalaht First Nations within the meaning of the <i>Indian Act</i> or any successor to the Band Council under any successor Act. |
| ‘Community Buildings’ | means the Administration Building, House of Unity and the Gymnasium or any building utilized for a public community purpose on the Reserve. |
| ‘Construction Debris’ | means wood products, gyproc, stucco, asphalt shingles and concrete used in the construction or renovation of buildings. |
| ‘Controlled Waste’ | means materials which, because of their inherent nature and quantity, may require special handling and disposal techniques to avoid creating health hazards, nuisances or environmental pollution. Controlled Waste includes but is not limited to: a) construction debris; b) appliances; c) motor vehicles; d) soil containing trace levels of petroleum products or greases; e) concrete; f) land clearing debris including stumps, limbs (larger than 8” diameter), rocks and soil but does not include Yard Waste, Solid Waste or Prohibited Waste; g) scrap metal; h) cooking oils or greases from commercial establishments. |
| ‘Council’ | means the Council of the Village of Gold River. |

| | |
|-----------------------------|--|
| ‘Container’ | means a container approved by the Superintendent for the containment of Solid Waste. |
| ‘Depot or Transfer Station’ | means the property maintained and operated by the Council or the Regional District of Comox-Strathcona for the disposal of Solid Waste, Controlled Waste, Construction Debris, Yard Waste and Recyclables. |
| ‘Dwelling’ | means a single family residence occupied by a single family either permanently or temporarily, whether the residence is permanently affixed to the land or is a mobile unit. |
| ‘Multiple Dwelling’ | means a structure or building designed for independent occupation by more than one family and includes a duplex, fourplex, apartment house, condominium complex, hotel, rooming house, boarding house and auto court. |
| ‘Occupier’ | means an occupier as defined by the <i>Local Government Act</i> , but for the purposes of this Bylaw includes the agent of the occupier. |
| ‘Owner’ | means owner as defined by the <i>Local Government Act</i> but for the purposes of this Bylaw includes the agent of the owner. |
| ‘Prohibited Waste’ | means ignitable waste, radioactive waste, and special waste as defined in the “ <i>Special Waste Regulation BC Regulation 63/2009</i> ” as amended from time to time or as defined by the Comox-Strathcona Waste Management Bylaw in effect at any given time. |
| ‘Receptacle’ | means a plastic or galvanized iron container not greater than 16 inches in diameter or 30 inches in depth and not exceeding 125 liters in volume, with a watertight cover and handles. |
| ‘Recyclables’ | means cardboard, box board, glass food and glass beverage containers, metal or tin food and beverage containers, newspapers and magazines. |

| | |
|---------------------|---|
| ‘Reserve’ | means Tsaxana Indian Reserve No. 18. |
| ‘Solid Waste’ | means refuse suitable for land filling but does not include Prohibited Waste, Recyclables, Controlled Waste, Construction Debris or Yard Waste. |
| ‘Superintendent’ | means the Superintendent or Assistant Superintendent, Administrator or any employee designated by the Administrator acting on behalf of the Village. |
| ‘Trade Premises’ | means any building, buildings or complex of buildings used for work, dispensing of services, or institutional, commercial or manufacturing purposes but does not include a Dwelling or Multiple Dwelling. |
| ‘Village’ | means the Village of Gold River. |
| ‘Village Container’ | means a container provided by the Village for use or rent by Owners and Occupiers of Trade Premises for the containment of Solid Waste. |
| ‘Waste Collector’ | means the employee or employees of the Village having the duty of collecting Solid Waste within the boundaries of the Village. |
| ‘Yard Waste’ | means prunings and tree limbs less than 8” in diameter, grass clippings and leaves. |

Collection and Disposal

2. The Village agrees to provide collection of Solid Waste from dwellings, multiple dwellings and community buildings, but not Trade Premises, on the Reserve.
3. No person on the Reserve shall dispose of Solid Waste except in compliance with this Agreement.

Terms and Conditions of Collection and Disposal Service

4. The Band Council shall ensure each dwelling or multiple dwelling shall;
 - a) be limited to no more than two (2) Receptacles for pickup on any collection day
 - b) provide and maintain in a sanitary condition and in good repair sufficient Receptacles or approved containers to contain not more than one week's accumulation of Solid Waste
 - c) not place Recyclables, Controlled Waste, Yard Waste or Prohibited Waste in the Receptacles.
 - c) place Receptacles or approved containers at curbside
 - d) not place Solid Waste exceeding 18 kg per receptacle
 - e) alternatively garbage collection for residential service may be provided for in containers at locations designated on the Reserve as agreed to between the Village and the Band Council.
5. The Band Council shall ensure each Community Building shall;
 - a) rent a Village Container on the terms and conditions prescribed in Schedule "A" or provide their own container sufficient in number to contain not more than one week's accumulation of Solid Waste
 - b) shall not place in containers Recyclables, Controlled Waste, Yard Waste or Prohibited Waste,
 - c) place bags containing solid waste inside the container.
6. The Superintendent may perform random curbside checks of the contents of a Receptacle or Container to ensure that Receptacles and Containers contain only Solid Waste.
7. No materials other than Solid Waste shall be placed in Receptacles or Containers for collection by the Waste Collector.
8. Provided the Superintendent has granted approval, Solid Waste, Controlled Waste, Recyclables and Yard Waste shall be deposited by an Owner or Occupier at the Depot or Transfer Station in areas designed by signposts.
9. Provided the Superintendent has granted approval, Prohibited Waste shall be deposited by an Owner or Occupier at the Depot or Transfer Station in areas designed by signposts.
10.
 - a) Before the time designated on the date set for collection, the Band Council shall cause Receptacles and Containers to be placed at a readily recognizable entrance to lands or premises at the roadside or near the street in a position readily accessible to the Waste Collector for convenient handling. At all other times, every Owner or Occupier shall keep all Receptacles and Containers in a suitable place within the boundaries of his or her lands or premises.
 - b) The Village Council shall establish the frequency of collection and the Superintendent shall designate the days and approximate times for collection and shall inform the Band Council.
 - c) The Superintendent may provide approval to the Band for the pick up of solid waste in other than Receptacles and Containers as defined within this agreement if the solid waste is properly contained in a manner that prevents access by animals, rodents or pests and

does not present a safety or health hazard to municipal employees tasked with the collection of solid waste.

11. The Band Council shall ensure:

- a) that all Receptacles and Containers are accessible for inspection by the Superintendent at all reasonable hours. The Superintendent may condemn any Receptacle or Container as unfit and in such a case, the Waste Collector shall remove the Receptacle or Container and the Band Council shall forthwith provide, at its own cost, a suitable and sanitary receptacle.
- b) that no person shall put in or allow liquid to accumulate in any Receptacle or Village Container and all Receptacles and Containers shall be kept covered with watertight lids.
- c) that no person shall put in the Receptacle or Container solids, gases or liquids which might adhere to the Receptacle or Container without first separating, wrapping or disposing of the materials in individual disposal wrappings.
- d) that no person shall place ashes in noncombustible Receptacles or Containers without first separating them from other waste or inflammable material.
- e) that no person shall place or mix with any material intended for removal as Solid Waste, any explosive, volatile, corrosive or dangerous chemicals or any other material dangerous to the health or safety of the employee or contractor of the Village.

Fees and Charges

12. The Band shall pay to the Village for the Solid Waste Collection and Disposal Service, all rates, rents, fees or charges prescribed in the Municipality's Trade Waste and Garbage Bylaw in effect at any given time.

- a) The Municipality shall invoice the Band quarterly for the rates, rents, fees or charges due to the Municipality for the Service and the Band shall pay the Municipality such monies within thirty (30) days of the receipt of the billing from the Municipality.
- b) The Band shall be deemed to receive the invoice two (2) days after it is mailed by the Municipality.
- c) If the Band fails to make any of the payments pursuant to paragraph 12 (a) on the required dates, the Municipality may suspend services to be provided under this Agreement, until the Band Council makes the required payment together with interest thereon at the rate of prime as set by the Municipality's bankers plus 1% per annum, calculated from the 30th day following the payment due date to the date of actual payment.

13. The Village may suspend collection of Solid Waste where the Receptacle or Container or location or design of pick up facilities are contrary to the provisions of this Agreement, but such suspension shall not relieve the Band Council from the requirements of any charges or rates levied under the provisions of this Agreement.

Interpretation

14. a) All references to each party herein are deemed to be references to the heirs, successors, permitted assigns, servants, agents and officials of the respective parties hereto whenever the context so allows.
- b) This Agreement shall enure to the benefit of and be binding on the parties hereto.
- c) Whenever the singular or masculine is used in this Agreement, it shall be deemed to include the plural, the feminine or the body politic or corporate as the context requires.
- d) Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.
- e) The rights, powers and remedies of the Village provided in this Agreement are cumulative and not exclusive of any right, power or remedy that may be available to the Village at law or in equity.
- f) Section headings are included for convenience only and do not form part of the Agreement and shall not be used in the construction or interpretation of the Agreement.

Entire Agreement

15. a) The whole Agreement between parties is set forth in this Agreement and no representations, warranties or conditions, express or implied, have been made other than those expressed.
- b) This Agreement may be amended from time to time upon terms and conditions mutually acceptable to the Band Council and the Village only if the amendments are in writing and executed by the parties hereto.

Termination and Assignment

16. a) This Agreement in whole or in part may be terminated upon either party giving thirty (30) days written notice to the other at their respective addresses.
- b) This Agreement may not be assigned by the Band Council without the written consent of the Village, which consent may be withheld at the discretion of the Council.

Notice

17. Notice given under this Agreement shall be deemed to be delivered when:
 - a) served personally, on the date of service; or
 - b) mailed by prepaid registered mail to the address listed for that party on the first page of this Agreement or other address of which that party has in writing notified the other, on the earlier of the date received or the fifth business day following date of mailing at any Canada Post Office, but in the event of interruption of mail service notice shall be deemed notice to be delivered only when actually received by the party to whom it is addressed.

18. The Administrator of each party shall be considered an agent by both parties to this Agreement for the purpose of service of notices.

Rights Reserved

19. (1) Nothing contained in or implied by this Agreement shall in any way prejudice or affect the rights and powers of the Village in the exercise of its function under any public and private statutes, bylaws, orders and regulations.
- (2) This Agreement for municipal services shall not be construed as placing any greater obligation, responsibility or liability on the Village in respect to the Band Council over and above the obligation, responsibility or liability which exists in law between the Village and any property owner in the Village.

Indemnity

20. The Band Council hereby releases and forever discharges, indemnifies and saves harmless the Village from and against any and all manner of actions, causes of action, suits, claims, costs, losses, demands and liability whatsoever at law or in equity which the Band Council or any other party may now or at any time hereafter have against the Village in connection with the provision of the services under this Agreement, except where caused by the negligence of the Village.

Term of Agreement

21. This Agreement shall be for the term of 5 years from the 1st day of January, 2023 and, subject to section 22, is renewable automatically for successive five year terms unless terminated sooner.

Notice of Renewal

22. Before any renewal under section 21 may take effect, written notice of intention to renew or to renegotiate any one or more of the terms and conditions of this Agreement must be given by either party to the other no later than 1 year prior to the expiration of the initial Term or any renewal of the Term.
23. The Village shall be under no obligation to renew this Agreement upon its termination by effluxion of time or for any other reason, nor shall it be obliged to enter into a new agreement to provide the Service or any other services to the Band Council.

VILLAGE OF GOLD RIVER

Bylaw No. 745, 2023

SCHEDULE "A"

Terms and Conditions for use or rental of Village Containers

The terms and conditions for use or rental of Village Containers by the Band Council shall be established as follows:

- a) The Village containers shall only be used for the purpose of storing Solid Waste and shall not contain Controlled Waste, Yard Waste, Recyclables or Prohibited Waste.
- b) The records of the Village of services performed by the Village in servicing and emptying the Village Containers shall be conclusive and only the Village shall service and empty the Village Containers.
- c) Any contract made hereunder shall be subject to the rights of the Village to suspend or abandon its practice of supplying the Village Containers and services at any time and without notice or liability for any loss or damage thereby caused the Band Council. The Band Council upon forty-eight hours notice given to the Superintendent may terminate any contract made hereunder.
- d) The Band Council shall not be relieved of its obligations to observe the requirements of the British Columbia Health Act and Regulations. The Band Council shall be liable for the maintenance of the Village Containers while on Band Council premises in a condition not noxious or offensive or dangerous to the public health.
- e) The Band Council shall contract for sufficient Village Containers as in the opinion of the Village are necessary to contain all the Band Council's Solid Waste and shall not suffer or cause any Village Container to hold contents weighing more than 200 kg.
- f) The Band Council shall be liable to reimburse the Village for the cost of repairing any damages suffered to any Village Containers in the Band Council's possession not caused by the Village's servants or equipment or by reasonable wear and tear; and upon termination of the agreement shall deliver all Village containers to the Village in good condition subject only to the exceptions aforesaid.
- g) The Band Council shall keep the Village Containers in such part of the Band Council's premises as the Village may require and make them available for inspection by the Superintendent or Waste Collector at all reasonable times. The Band Council shall provide a loading area for the Village Containers from which they can be emptied safely, conveniently and without delay into the vehicles of the Village used for transporting Solid Waste and if not kept in such a location permanently, the Village Containers shall be placed thereon in due time for pickups by the Village.
- h) The Band Council shall not use or cause, suffer or permit to be used any Village Container in their possession for the storage or disposal of any substance considered by the Village to be dangerous or harmful to life or property, unduly noxious, or likely to damage the said container other than for the purposes of this Agreement.

- i) The Village shall not be liable for any damage suffered or costs incurred by the Band Council by reason of the failure of the Village to supply any Village Container or service hereunder at any particular time or at all.

VILLAGE OF GOLD RIVER

Bylaw No. 746, 2023

A bylaw to authorize the Village of Gold River to enter into an Agreement for the provision of a municipal service to the Mowachaht/Muchalaht First Nations.

WHEREAS the Mowachaht Muchalaht First Nation Council has requested that the Village of Gold River provide Sewer Services to lands within their reserve; and

WHEREAS the Council of the Village of Gold River has agreed to provide Sewer Services to lands within a reserve on the terms and conditions set out in Schedule "A" attached to and forming part of this bylaw, and

WHEREAS pursuant to Section 13 of the *Community Charter* the Village of Gold River may enter into agreements to provide services to lands; and

WHEREAS the Band Council of the Mowachaht Muchalaht First Nation has authorized the execution of this Agreement on behalf of the Band by a Band Council Resolution duly passed at a meeting of the Band Council held on the day of , a copy of which is attached hereto as Schedule "B".

NOW THEREFORE the Municipal Council in open meeting assembled, enacts as follows:

1. This bylaw shall be cited for all purposes as the "Village of Gold River Mowachaht/Muchalaht First Nations Sewer Services Agreement Authorization Bylaw No. 746, 2023".
2. The Municipal Council has agreed to provide a municipal service to lands within a reserve on the terms and conditions set out in Schedule "A" attached hereto.
3. Village of Gold River Mowachaht/Muchalaht First Nations Sewer Services Agreement Authorization Bylaw No. 709, 2018 is hereby repealed.

READ A FIRST AND SECOND TIME THIS 20TH DAY OF MARCH 2023.

READ A THIRD TIME THIS 20TH DAY OF MARCH 2023.

ADOPTED THIS DAY OF 2023.

M. Lott

Mayor

M. Roy

Corporate Administrator

VILLAGE OF GOLD RIVER
SCHEDULE "A"
ATTACHED TO AND FORMING PART OF
BYLAW NO. 746, 2023

SEWER SERVICES AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2023.

BETWEEN:

**THE CORPORATION OF
THE VILLAGE OF GOLD RIVER**
499 Muchalat Drive, P.O. Box 610
Gold River, B.C., V0P 1G0

(the "Municipality")

AND:

**MOWACHAHT/MUCHALAT FIRST NATIONS
Tsaxana Indian Reserve 18**
P.O. Box 459
Gold River, B.C., V0P 1G0

(the "Band")

WHEREAS:

- A. The Municipality may, by bylaw, pursuant to Section 13 of the *Community Charter* enter into an agreement with a First Nation as defined in that Act to provide a municipal service within a Reserve as defined in the *Indian Act* (Canada);
- B. The Band has requested the Municipality to provide sanitary sewer service for land within their reserve located at Tsaxana, now known as Indian Reserve No. 18;
- C. The Municipality is prepared to offer the services, but only under the terms and conditions hereinafter provided;

NOW THEREFORE, in consideration of their mutual promises herein contained and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, **THE PARTIES AGREE AS FOLLOWS:**

DEFINITIONS:

1. In this Agreement:

- ‘Band’ means the Mowachaht/Muchalaht First Nations located at Tsaxana Indian Reserve No. 18.
- ‘Band Council’ means the Council of the Mowachaht/Muchalaht First Nations.
- ‘Council’ means the Municipal Council of the Village of Gold River.
- ‘Band Lands’ means the lands set apart in the Order in Council P.C. 1996-170 dated February 13, 1996 as Tsaxana Indian Reserve No. 18 for the use and benefit of the Mowachaht/Muchalaht Band.
- ‘Band System’ includes all pipes, valves, sanitary sewer collection lines, pumping stations and equipment and the like on the Band Lands and extending to the point of the connection with the Municipal System located within the Municipality’s boundaries.
- ‘Community Buildings’ means the Administration Building, House of Unity and the Gymnasium or any building utilized for a public community purpose on the Reserve.
- ‘First Nations’ means the Mowachaht/Muchalaht First Nations, also known as the Mowachaht/Muchalaht Band of Indians described in Order in Council P.C. 1996-170 dated February 13, 1996 setting apart the Lands as a reserve.
- ‘Municipality’ means the Corporation of the Village of Gold River.
- ‘Municipal System’ means the sanitary sewer system owned or controlled by the Municipality under the *Local Government Act* and located within the Municipality’s boundaries and includes all pipes, valves, sanitary sewer collection lines, pumping stations and equipment and the like from the individual service connections up to and including the sewer outfall diffusers that facilitate the collection of sanitary sewerage.
- ‘Reserve’ means Tsaxana Indian Reserve No. 18
- ‘Toxic Materials’ means sulphur, carbon, calcium carbide or other flammable solids, calcium chlorate, sodium nitrate, ammonium nitrate, peroxides or other oxidizers, pesticides, herbicides, fumigants, cyanide or other poisonous materials, acids, caustic soda, bromine, lye, lime, potassium hydroxide or other corrosive materials, or PCB’s, asbestos or any other material or substance that could be considered hazardous or toxic material.
- ‘Trade Waste’ means any gasoline, turpentine, acetone, solvents, naphtha or other

flammable or combustible liquid, grease, oil or other lubricant, mud, plaster of paris, clay or other material, fish offal, fat or other congealing materials, sand, dirt, rock or other such material that could be considered trade waste.

PROVISION OF SANITARY SERVICE:

2. The Municipality shall, through the Municipal system, make available to the Band Lands, sanitary sewer service (the "Service") under the terms and conditions of this Agreement.
3. The Service shall be supplied in accordance with the bylaws of general application to the Municipality adopted by the Municipal Council regulating sanitary sewer services and imposing rates and charges for the use of the Service, from time to time during the term of this Agreement.

CONSTRUCTION OF THE SYSTEM:

4. The Band has installed the Band System on the Band Lands and extended it to the point of connection with the Municipal System at the Municipal boundary and the Band shall maintain the Band System to the same standards as the Municipal System is maintained by the Municipality, during the term of this Agreement.
5. The Band shall not extend nor expand the Band System without the written consent of the Municipality and such extension shall be made at the sole cost of the Band and shall in all respects to be constructed to the then current Bylaw standards of the Municipality.

PROTECTION OF SYSTEMS:

6. For the purpose of assuring protection of the Band System and the Municipal System, no person shall erect, place, install or maintain any building, structure or other works on, over or under any portion of the Band System so that it in any way interferes with or damages or prevents access to or is likely to cause harm to the Band System or the Municipal System, and the Band shall take all such steps as may be necessary to prevent such interference, harm or loss of access.
7. The Band will not substantially diminish the soil cover over any of the Band System installed on the Band Lands, and in particular, without in any way limiting the generality of the foregoing, will not construct open ditches or drains along or across any of the Band System.

LIMITED USE OF SERVICE:

8. Subject to subsection 9 the Band shall not permit any contractor, builder or any other person to use, for building purposes or otherwise, any sewer connection from the Band System without written permission from the Municipal Public Works Department, which consent shall not be unreasonably withheld.
9.
 - a) The use of the Service is limited to members of the Band and persons renting or leasing from the Band and guests or persons attending to business on the Band Lands;
 - b) The use of the Service is limited solely to the use of the lands for residential purposes and residential buildings including the community buildings but not for commercial or industrial purposes in those or any other buildings without the express written consent of the Municipality which consent shall not be unreasonably withheld;

- c) The Band shall not permit disposal of sanitary sewage from another source or vehicle into the Band System, without the written permission of the Municipal Public Works Department.

POINTS OF SUPPLY:

- 10. The Service shall be made available by the Municipality through the Municipal System from the Band System at the point of connection on the boundary of the Municipality.
- 11. Any new connection made to the Band System shall be made according to the procedures, standards and specification prescribed by the then current sewer bylaws of the Municipality and any applicable fees and charges shall be paid by the Band to the Municipality.
- 12. Prior to the Municipality accepting any sewage from the Band System, the Band must show to the satisfaction of the Municipal Public Works Department that on-site plumbing conforms to the specifications prescribed in the then current bylaws of the Municipality.

REPAIRS AND MAINTENANCE:

- 13. The Municipality shall arrange for and provide any and all incidental and necessary repairs and maintenance of the Band System with the exception of that portion referred to in section 15 and shall do so with the same diligence and timeliness applied to the Municipal System, including control over and supervision of the repairs and maintenance.
- 14. The Municipality shall ensure that the repairs and maintenance referred to in paragraph 13 meet Municipal specifications and the Municipality shall provide written assurance if the Band orally or in writing requests assurance.
- 15. The Municipality shall not be responsible for the maintenance and repair of the service connection and lines installed by the Band from the curb stop connections to any non-residential buildings, residential homes and other buildings on the Band Lands to which the mains are to be connected.
- 16. Upon receipt of an invoice from the Municipality, the Band shall reimburse the Municipality for any and all reasonable and necessary expenses incurred for materials, equipment and labour, in relation to the repairs and maintenance of the Band System under sections 13, 14 and 15.
- 17. If the Municipality of necessity makes repairs to connecting lines not usually required under section 15, the Band shall reimburse the Municipality for the cost of repairs in the same manner as section 16.
- 18.
 - a) The Band shall promptly notify the Municipality orally or in writing of any interruption of or cessation in any part of the Service or of any breakdown requiring repairs and maintenance.
 - b) Upon receiving notice, the Municipality shall restore the Service or initiate the required repairs and maintenance of the Service in as timely and diligent a manner as it would do so in relation to the Municipal System.

19. The repairs and maintenance referred to in section 13 may be attended to by independent contractors retained by the Band if:
- a) the Band demonstrates that this arrangement is more cost effective for the Band.
 - b) consent for the use of independent contractors and to the choice of the independent contractors is first obtained from the Municipal Administrator.
 - c) the Band arranges for supervision and inspection by the Municipality of work done by the independent contractors to ensure that the work is done to Municipal specifications and standards as if under section 4.

ACCESS:

20. The Municipal Administrator and Municipal Public Works Department employees designated by him are authorized and empowered to enter on the Band Lands to ascertain whether and ensure that all the requirements of this Agreement are carried out.

RESTRICTIONS:

21. This Agreement does not permit:
- a) the connection or discharge of surface, storm or ground water into the Band System or the Municipal System;
 - b) the connection, either directly or indirectly, of roof leaders, foundation drains, field drains, sumps or any other collector storm, surface or ground water to the Band System or the Municipal System;
 - c) connections that allow sanitary sewage to be discharged from any premises on the Band Lands into a storm drain or ditch;
 - d) Toxic Material or Trade Waste to be discharged into the Band System or any part of it, nor into a storm drain or ditch;
 - e) steam exhaust, blow-off or drip from drip-pipe or any heated water to be discharged directly into any sanitary sewers, storm drain, house drain, soil pipe, waste pipe or rain water conductor on the Band Lands or forming part of the Municipal System, until the temperature has been reduced to a maximum of 43 degrees Celsius.

RATES AND CHARGES:

22. The Band shall pay to the Municipality all rates, rents or charges prescribed in the Municipality's Sanitary Sewer Utility Rates and Connection Regulation Bylaw in effect at any given time.
23. a) The Municipality shall invoice the Band quarterly for the rates, rents or charges due to the Municipality for the Service and the Band shall pay the Municipality such monies within thirty (30) days of the receipt of the billing from the Municipality.
- b) The Band shall be deemed to receive the invoice two (2) days after it is mailed by the Municipality.

24. a) Should the Band fail to make any payment required to be made pursuant to paragraph 23 (a) on the required dates, interest calculated from the due date at the rate of prime as set by the Municipality's bankers plus 1% per annum shall be added to the amount owing until the date of actual payment.
- b) If payment under any part of this Agreement is in arrears for more than six (6) months, the Municipality may disconnect forthwith the Band System from the Municipal System and terminate the Service and this Agreement, but the Band shall remain liable to the Municipality for payment of all arrears under this Agreement until paid in full.

FRONTAGE TAX AND CAPITAL COSTS:

25. The Municipality shall invoice annually and the Band shall pay to the Municipality annually, sewer frontage taxes and/or parcel taxes at the same rate as applied within the Municipality if levied and imposed pursuant to one or more bylaws adopted by the Municipality after this agreement is executed by the parties.
26. The cost of future major capital works required within the Municipal System, including sewage collection, sewage treatment or piping improvements, which could be related to the collection of sanitary sewage from the Band Lands shall be borne and paid by the Band in the same manner as all similar users of the Municipal System.
27. The Municipality shall invoice the Band for the sewer frontage taxes and payments for capital works due to the Municipality under this section and the Band shall pay to the Municipality such monies in the same manner as municipal taxes, that is, the invoice shall be due and payable on or by July 2nd in the year rendered, after which time a 10% penalty will be assessed and added to any unpaid amount.

INTERPRETATION:

28. All references to each party herein are deemed to be references to the heirs, successors, permitted assigns, servants, agents and officials of the respective parties hereto whenever the context so allows.
29. This Agreement shall enure to the benefit of and be binding on the parties hereto.
30. Whenever the singular or masculine is used in this Agreement, it shall be deemed to include the plural, the feminine or the body politic or corporate as the context requires.
31. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.
32. The rights, powers and remedies of the Municipality provided in this Agreement are cumulative and not exclusive of any right, power or remedy that may be available to the Municipality at law or in equity.
33. Section headings are included for convenience only and do not form part of the Agreement and shall not be used in the construction or interpretation of this Agreement.

ENTIRE AGREEMENT:

- 34. The whole Agreement between parties hereto is set forth in this Agreement and no representations, warranties or conditions, express or implied, have been made other than those expressed.
- 35. This Agreement may be amended from time to time upon terms and conditions mutually acceptable to the Band and the Municipality only if the amendments are in writing and executed by the parties hereto.

TERMINATION AND ASSIGNMENT:

- 36. Subject to section 24 (b), this Agreement in whole or in part may be terminated upon either party giving two years written notice to the other at their respective addresses, and no new residential, commercial or industrial premises shall be connected to the Band System during the two year notice period.
- 37. This Agreement may be terminated and service discontinued by the Municipality upon one month's notice to the Band if any breach of section 21 (a) to (e) occurs.
- 38. This Agreement may not be assigned by the Band without the written consent of the Municipality, which consent may be withheld at the discretion of the Municipal Council.

NOTICE:

- 39. Notice given under this Agreement shall be deemed to be delivered when:
 - a) served personally, on the date of service; or
 - b) mailed by prepaid registered mail to the address listed for that party on the first page of this Agreement or other address of which that party has in writing notified the other, on the earlier of the date received or the fifth business day following date of mailing at any Canada Post Office, but in the event of interruption of mail service notice shall be deemed notice to be delivered only when actually received by the party to whom it is addressed.
- 40. The Administrator of each party shall be considered an agent by both parties to this Agreement for the purpose of service of notices.

RIGHTS RESERVED:

- 41. Nothing contained in or implied by this Agreement shall in any way prejudice or affect the rights and powers of the Municipality in the exercise of its function under any public and private statutes, bylaws, orders and regulations.
- 42. This Agreement for municipal services shall not be construed as placing any greater obligation, responsibility or liability on the Municipality in respect to the Band or the Band Lands over and above the obligation, responsibility or liability which exists in law between the Municipality and any property owner in the Municipality.

INDEMNITY:

43. The Band hereby releases and forever discharges, indemnifies and saves harmless the Municipality from and against any and all manner of actions, causes of action, suits, claims, costs, losses, demands and liability whatsoever at law or in equity which the Band or any other party may now or at any time hereafter have against the Municipality in connection with the Band Lands and the provision of the services to the Band Lands under this Agreement, except where caused by the negligence of the Municipality.

TERM OF AGREEMENT:

44. This Agreement shall be for the term of 5 years from the 1st day of January, 2023 and, subject to section 45, is renewable automatically for successive five year terms unless terminated sooner.

NOTICE OF RENEWAL

45. Before any renewal under section 44 may take effect, written notice of intention to renew or to renegotiate any one or more of the terms and conditions of this Agreement must be given by either party to the other no later than 1 year prior to the expiration of the initial Term or any renewal of the Term.
46. The Municipality shall be under no obligation to renew this Agreement upon its termination by effluxion of time or for any other reason, nor shall it be obliged to enter into a new agreement to provide the Service or any other services to the Band Lands or the Band.

Village of Gold River REPORT TO COUNCIL

| | | |
|-----------------|---|-------------------------|
| Author: | Luke Charlton, Deputy Corporate Officer | Regular Council Meeting |
| Subject: | Reserve Funds Amendment Bylaw | March 20, 2023 |

RECOMMENDATION(S):

THAT Council give first, second, and third reading to the Village of Gold River Reserve Funds Amendment Bylaw No. 644.1, 2023.

ALTERNATIVE(S):

THAT Council receive this report for information.

PURPOSE

To amend the reserve funds in accordance with Council's financial plan.

ATTACHMENT(S):

Reserve Funds Amendment Bylaw No. 644.1, 2023

DISCUSSION

After Council's initial budget discussion on March 2, 2023, it was determined that the Fish Processing Plant Reserve Fund would not be necessary moving forward. Municipalities are prohibited from providing a direct benefit to businesses, and it is considered best practice to pass along development cost charges to the developer. So a reserve fund for a fish processing plant would then only be useful if the municipality was looking to start a municipal corporation to run a fish processing plant themselves. As this is not something the current Council is looking to do, the money could then be better utilized by transferring the balance into another reserve fund. In this case, the Capital Works Reserve Fund was chosen as it is the broadest reserve fund we have.

FINANCIAL IMPLICATIONS

To close out one reserve fund and move the money to another reserve fund.

POLICY IMPLICATIONS

None.

LEGAL IMPLICATIONS

None.

STRATGIC PLAN ALIGNMENT

None.

Supported by CAO:

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Luke Charlton". The signature is fluid and cursive, with a large initial "L" and a long, sweeping underline.

Luke Charlton, MPA
Deputy Corporate Officer
Village of Gold River

VILLAGE OF GOLD RIVER

Bylaw No. 644.1, 2023

**A bylaw to amend the reserve funds under
Part 6 of the Community Charter**

WHEREAS Council may establish reserve funds under Section 188 of the Community Charter;

WHEREAS Council may transfer the money in a reserve fund and interest earned on it to another reserve fund under section 189(2) of the Community Charter;

NOW THEREFORE the Council of the Village of Gold River in open meeting assembled, enacts as follows:

1. The Village of Gold River Reserve Funds Establishment Bylaw No. 644, 2004 Schedule "A" be amended as follows:

That the Fish Processing Plant Reserve be deleted and that the unexpended funds and interest earned in this reserve fund be transferred to the Capital Works Reserve Fund.

2. This Bylaw may be cited for all purposes as the "Village of Gold River Reserve Funds Amendment Bylaw No. 644.1, 2023".

| | | | | |
|--|------------------|--------|-------|-------|
| READ A FIRST, SECOND AND THIRD TIME THIS | 20 TH | DAY OF | MARCH | 2023. |
| ADOPTED THIS | | DAY OF | | 2023. |

M. Lott MAYOR

M. Roy ADMINISTRATOR

Village of Gold River REPORT TO COUNCIL

Author: Luke Charlton, Deputy Corporate Officer **Regular Council Meeting**
Subject: Utility Rate Bylaws **April 3, 2023**

RECOMMENDATION(S):

THAT Council rescind third reading to Bylaw No. 612.13, 2023 Trade Waste and Garbage Amendment Bylaw;

THAT Council give third reading to Bylaw No. 612.13, 2023 Trade Waste and Garbage Amendment Bylaw as amended;

THAT Council adopt Bylaw No. 613.11, 2023 Water Rates and Regulations Amendment Bylaw;
AND,

THAT Council adopt Bylaw No. 614.12, 2023 Sewer Rates Amendment Bylaw.

ALTERNATIVE(S):

THAT Council receive this report for information.

PURPOSE

To establish the 2023 utility rates for Garbage, Sewer, and Water.

ATTACHMENT(S):

Bylaw No. 612.13, 2023 Trade Waste and Garbage Amendment Bylaw (Amended)

Bylaw No. 613.11, 2023 Water Rates and Regulations Amendment Bylaw

Bylaw No. 614.12, 2023 Sewer Rates Amendment Bylaw

DISCUSSION

At the last regular Council meeting, Council passed the first three readings on all three utility bylaws. These bylaws included an 8.9 percent increase to the utility rates, a flat fee for solid waste disposal below 100 kilos which is set at \$10.00, and a consumption rate in the Sewer Bylaw. The consumption rate will be used for metered properties.

Staff is asking Council to rescind third reading on the Trade Waste and Garbage Amendment Bylaw so that a rate can be established for yard waste and to set the minimum dumping fee to \$10.00 to be equal to the rate of solid waste disposal below 100 kilos.

FINANCIAL IMPLICATIONS

An 8.9 percent increase to all utility fees which will be accounted for in the annual budget.

POLICY IMPLICATIONS

None.

LEGAL IMPLICATIONS

None.

STRATGIC PLAN ALIGNMENT

None.

Supported by CAO:

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Luke Charlton". The signature is fluid and cursive, with a large initial "L" and "C".

Luke Charlton, MPA
Deputy Corporate Officer
Village of Gold River

VILLAGE OF GOLD RIVER
Amendment Bylaw No. 612.13, 2023
Amendment Number 13 to “Trade Waste and Garbage Bylaw No. 612, 2001”

The Council of the Village of Gold River, in open meeting assembled, enacts as follows:

The Village of Gold River Trade Waste and Garbage Bylaw No. 612, 2001, is amended as follows:

1. That Schedule “A”, of Bylaw No. 612.12, 2022 be deleted and replaced with Schedule “A”, Amendment Bylaw No. 612.11, 2021 attached and forming part of this bylaw.
2. That Schedule “B” of Bylaw No. 612,12 2022 be deleted and replaced with Schedule “B”, Amendment Bylaw No. 612.11, 2021 attached and forming part of this bylaw.
3. This bylaw shall be cited for all purposes as the “Trade Waste and Garbage Bylaw No. 612, 2001, Amendment Bylaw No. 612.13, 2023”.
4. This bylaw shall become effective January 1, 2023.

READ A FIRST, SECOND AND THIRD TIME THIS 20TH Day of March, 2023

ADOPTED THIS Day of March, 2023

M. Lott

Mayor

M. Roy

Corporate Administrator

VILLAGE OF GOLD RIVER
Amendment Bylaw No. 612.13, 2023

Amendment Number 13 to “Trade Waste and Garbage Bylaw No. 612, 2001”

SCHEDULE “A”

Scale of Charges

| Collection Charges | Rate |
|---|------------------------------------|
| Dwellings includes condominiums/townhouses/row houses/ caretaker suites/manufactured homes | \$ 300.05 /year \$ 25.05 /month |
| Trade Premise without Village Container (receptacle users) | \$ 6.40 /receptacle |
| Solid Waste not contained in approved receptacle or Village Container | \$ 32.70 /pickup |
| Trade Premise with Village Container | |
| 1 cubic yard container | \$ 13.00 /call |
| 2 cubic yard container | \$ 21.30 /call |
| 3 cubic yard container | \$ 30.25 /call |
| Container Rental Charges | |
| 1 cubic yard container | \$ 29.45 /month |
| 2 cubic yard container | \$ 36.85 /month |
| 3 cubic yard container | \$ 44.20 /month |
| 20 cubic yard container (construction/roofing) | \$ 27.50 /day |
| 20 cubic yard container drop off/pick up | \$ 56.90 /each pick up or drop off |
| Depot or Transfer Station Disposal Fees | |
| Solid Waste 100 kilos or above | \$ 201.70 /tonne |
| Solid Waste below 100 kilos | \$ 10.00 |
| Construction Waste | \$ 201.70 /tonne |
| Motor Vehicle | \$ 34.60 /vehicle |
| White Goods | No charge |
| Yard Waste | \$ 65.00 /tonne |
| Travel Charge – travel premium per round trip Gold River to Tsaxana Indian Reserve #18 | \$ 121.10 |
| Minimum Disposal Fee | \$ 12.00 |

Where fees are not specified above the fees and charges specified in the Comox Valley Regional District (Comox Strathcona Waste Management) Fees and Charges Bylaw shall apply.

Recycling facilities are provided for selected commodities, which may be accepted free of charge when placed in containers provided.

VILLAGE OF GOLD RIVER
 Amendment Bylaw No. 612.13, 2023

Amendment Number 13 to “Trade Waste and Garbage Bylaw No. 612, 2001”

SCHEDULE “B”

Scale of Charges
 (while scale is out of service)

Scale Depot Attendant has authority to utilize any discretion necessary estimating the volumes for fee calculation.

| | Residential Waste | Construction Waste |
|---|----------------------|-----------------------|
| Garbage cans or bags (2 or less) | \$ 6.60 | \$ 6.60 |
| each additional bag | \$ 3.20 | \$ 6.60 |
| each additional can | \$ 3.20 | \$ 6.60 |
| ¹ Pick-up truck (based on regular box) | | |
| ½ load to box level | \$ 12.35 | \$ 24.70 |
| full load to box level | \$ 24.70 | \$ 49.45 |
| full load approximately 1 ft above box | \$ 37.10 | \$ 74.15 |
| full load approximately 2 ft. above box | \$ 49.45 | \$ 98.90 |
| full load approximately 3 ft. above box | \$ 61.80 | \$123.60 |

¹ Based on 8 feet x 4 feet x 2 feet = 64 cubic feet divided by 27 = 2.37 cubic yards per truck box
 (estimate 1 cubic yard for half load to box level of full-size pick-up) x \$12.35 = \$12.35
 (estimate 2 cubic yard for full load to box level of full-size pick-up) x \$12.35 = \$24.70

² Duroids – (Construction Waste – based on number of squares)

estimate based on 200 lbs/square
 assume 30% weight loss – 200 lbs x 70% = 140 lbs/square estimate for disposal
 2200 (lbs per tonne) divided by 140 (lbs per square) = 15.7 squares per tonne estimate for disposal
 \$201.70/tonne divided by 15.7 squares = \$12.85/square

Non-standard or other containers or disposal – Attendant needs to estimate.

Anything unusual will have to be estimated or approximated with tape measure.

Estimates are based on 1 yard bin at \$13.00
 1 yard equals 3 feet x 3 feet x 3 feet
 Multiply length x width x height - divide by 27 to get cubic yards and x \$13.00 to calculate fee
 Minimum charge \$6.60

Scale Depot Attendant has authority to utilize any discretion necessary estimating the volumes for fee calculation.

VILLAGE OF GOLD RIVER
Amendment Bylaw No. 613.11, 2023
Amendment Number 11 to “Water Rates and Regulations Bylaw No. 613, 2001”

The Council of the Village of Gold River, in open meeting assembled, enacts as follows:

The Village of Gold River Water Rates and Regulations Bylaw No. 613, 2001, is amended as follows:

1. That Schedule “A”, of Bylaw No. 613.10 2022 be deleted and replaced with Schedule “A”, Amendment Bylaw No. 613.11, 2023 attached to and forming part of this bylaw.
2. This bylaw shall be cited for all purposes as the “Water Rates and Regulations Bylaw No. 613, 2001, Amendment Bylaw No. 613.11, 2023”.
3. This bylaw shall become effective January 1, 2023.

READ A FIRST, SECOND AND THIRD TIME THIS 20TH Day of March, 2023

ADOPTED THIS Day of , 2023

M. Lott

Mayor

M. Roy

Corporate Administrator

VILLAGE OF GOLD RIVER
Amendment Bylaw No. 613.11, 2023

Amendment Number 11 to “Water Rates and Regulations Bylaw No. 613, 2022”

SCHEDULE “A”

| | |
|--|------------------------|
| Residential Premises | Annual Charges |
| Single Family Homes/Townhouses/Strata/Duplex/Condominium | \$ 282.25 |
| | Monthly Charges |
| Single Family Homes/Townhouses/Strata/Duplex/Condominium | \$ 23.60 |
| Occupied Multiple Residential – Per Unit | \$ 23.60 |
| Residential Mobile Home Park (occupied pads) | \$ 23.60 |
| Commercial | |
| All metered users all pay the following fees: | |
| Administration fee, per meter, per month and, | \$ 5.75 |
| Volume usage fee of; | |
| Per 100 Cu. Ft. | \$ 1.7361 |
| Per Cubic Meter | \$ 0.6131 |
| or a Commercial/Business rate of: | |
| - per business unit/outlet | \$ 19.15 |
| - Manager/Caretaker Residence | \$ 19.15 |
| - Rooming House/Bed & Breakfast (per unit) | \$ 5.75 |
| - Motel /Hotel | \$ 143.25 |
| whichever is greater. | |
| Water Turn Off and Turn On | |
| During the normal working hours, | |
| Water turn-off | \$ 43.20 |
| Water turn-on | \$ 43.20 |
| Outside the normal working hours, | |
| Water turn-off | \$ 86.45 |
| Water turn-on | \$ 86.45 |

VILLAGE OF GOLD RIVER
Amendment Bylaw No. 614.12, 2023
Amendment Number 12 to "Sewer Rates Bylaw No. 614, 2001"

The Council of the Village of Gold River, in open meeting assembled, enacts as follows:

The Village of Gold River Sewer Rates Bylaw No. 614, 2001, is amended as follows:

1. That Schedule "A", of Bylaw No. 614.11, 2022 be deleted and replaced with Schedule "A", Amendment Bylaw No. 614.12, 2023 attached and forming part of this bylaw.
2. This bylaw shall be cited for all purposes as the "Sewer Rates Bylaw No. 614, 2001, Amendment Bylaw No. 614.12, 2023".
3. This bylaw shall become effective January 1, 2023.

READ A FIRST, SECOND AND THIRD TIME THIS 20TH Day of March, 2023
ADOPTED THIS Day of , 2023

M. Lott

Mayor

M. Roy

Corporate Administrator

VILLAGE OF GOLD RIVER

Amendment Bylaw No. 614.12, 2023
 Amendment Number 12 to "Sewer Rates Bylaw No. 614, 2001"

SCHEDULE "A"

| | |
|---|-----------|
| Residential Fixed or Flat Rate | |
| Annual Charges | |
| Single Family Residential includes Townhouses/Strata/Duplex/Condominiums-Annual | \$ 403.60 |
| Monthly Charges (\$) | |
| Single Family Residential includes Townhouses/Strata/Duplex/Condominiums Per Unit | \$ 33.65 |
| Occupied Multiple Residential Premises – Per Unit | \$ 33.65 |
| Residential Mobile Home Park – occupied pads | \$ 33.65 |
| Commercial/Business Premises | |
| Bakeries | \$ 40.20 |
| Banks | \$ 28.90 |
| Butcher Shops | \$ 40.20 |
| Cafes, restaurants, food courts, take-out | \$ 70.60 |
| Car Washes | \$ 83.95 |
| Clubs (private, licenced) | \$ 49.40 |
| Convenience Stores, Deli | \$ 28.90 |
| Dentists | \$ 41.65 |
| Dining and Banquet Rooms | \$ 52.40 |
| Florists | \$ 34.85 |
| Gas Station | \$ 28.85 |
| Gas Stations with Shop | \$ 54.90 |
| Gas Stations with Convenience Store | \$ 54.90 |
| Green Houses (per unit) | \$ 34.85 |
| Grocery Store | \$ 28.85 |
| Hair Salons | \$ 36.70 |
| Hotels (per room) | \$ 12.15 |
| Laundromats (per washer) | \$ 14.15 |
| Machine Shops/Industrial Garage/Tire/Service Shops | \$ 40.70 |
| Medical Clinics | \$ 36.70 |
| Motels (per unit) | \$ 12.15 |
| Offices | \$ 28.85 |
| Pubs and Bars | \$ 120.40 |
| Recreational Vehicle Sites (per hookup) | \$ 7.70 |
| Retail Outlets – not otherwise listed | \$ 28.85 |
| Rooming Houses/Bed and Breakfast (per unit) | \$ 12.15 |
| Schools (per classroom) | \$ 28.85 |
| Manager/Caretaker/Innkeeper Suite | \$ 33.65 |
| Manhole Discharge Rates | |
| Discharge rate, per imperial gallon | \$ 0.45 |
| or per load, whichever is greater | \$ 32.70 |
| Consumption Rate | |
| Per Cubic Meter | \$ 1.4299 |

VILLAGE OF GOLD RIVER

Bylaw No. 747, 2023

A bylaw of the Village of Gold River to provide an operating funds five year financial plan pursuant to the provisions of the *Community Charter*

WHEREAS, Section 165 of the Community Charter requires Council, before the fifteenth of May in each year to cause to be prepared and adopted annually by bylaw, a Five-Year Financial Plan.

NOW THEREFORE, the Council of the Village of Gold River in open meeting assembled, enacts as follows:

TITLE

1. This Bylaw may be cited for all purposes as "Five Year Financial Plan Bylaw No. 747, 2023.

ENACTMENT

2. THAT, the Five-Year Financial Plan hereto annexed and marked as Schedule "A", Schedule "B" and Schedule "C" is hereby approved and authorized and shall stand as the estimates of Revenue and Expenditure for the years 2023 to 2027 until altered or amended by Council.

READ the first time this _____ day of _____, 2023.

READ the second time this _____ day of _____, 2023.

READ the third time this _____ day of _____, 2023.

ADOPTED this _____ day of _____, 2023.

M. Lott Mayor

M. Roy Corporate Administrator

Village of Gold River
Five Year Financial Plan Bylaw No. 747, 2023 – Schedule “A”

| | 2023 | 2024 | 2025 | 2026 | 2027 |
|--|------------------|------------------|------------------|------------------|------------------|
| REVENUE | | | | | |
| Taxation | 1,210,009 | 1,315,670 | 1,430,734 | 1,556,039 | 1,692,496 |
| Payment in lieu of taxes | 11,610 | 12,650 | 13,780 | 15,010 | 16,350 |
| Utility Fees | 610,869 | 665,148 | 724,258 | 788,629 | 858,729 |
| Sale of services | 693,746 | 679,853 | 657,943 | 661,010 | 664,151 |
| Wharf Services | 85,000 | 295,000 | 85,000 | 295,000 | 85,000 |
| Investment Income | 300,000 | 133,800 | 133,800 | 133,800 | 133,800 |
| Grants | 2,252,593 | 1,225,000 | 492,500 | 535,000 | 475,000 |
| Miscellaneous | 38,700 | 38,700 | 38,700 | 38,700 | 38,700 |
| | 5,202,527 | 4,365,821 | 3,576,715 | 4,023,188 | 3,964,226 |
| EXPENSES | | | | | |
| General government | 845,011 | 751,024 | 714,011 | 748,517 | 751,556 |
| Protective services | 205,156 | 210,128 | 213,939 | 217,847 | 221,856 |
| Transportation services | 641,575 | 603,838 | 576,888 | 587,222 | 470,849 |
| Solid waste and recycling | 361,617 | 370,402 | 379,697 | 389,244 | 399,050 |
| Community development services | 446,969 | 143,071 | 92,964 | 106,804 | 96,698 |
| Wharf services | 183,701 | 107,559 | 63,913 | 65,299 | 66,718 |
| Parks, recreation and cultural services | 1,074,054 | 1,158,855 | 1,125,230 | 1,142,898 | 1,173,384 |
| Water utility | 337,475 | 316,018 | 296,221 | 304,144 | 322,293 |
| Sewer utility | 481,641 | 501,510 | 481,739 | 449,171 | 496,818 |
| Amortization | 508,402 | 508,402 | 508,402 | 508,402 | 508,402 |
| | 5,085,601 | 4,670,807 | 4,453,004 | 4,519,548 | 4,507,624 |
| Operating Surplus/(Deficit) | 116,926 | (304,986) | (876,289) | (496,360) | (543,398) |
| Adjust for Non-Cash Items (Amortization) | 508,402 | 508,402 | 508,402 | 508,402 | 508,402 |
| Tangible Capital Asset Acquisition | (1,624,010) | (817,000) | (383,000) | (1,139,500) | (940,000) |
| Transfer from Reserves | 1,524,200 | 222,000 | 383,000 | 1,079,500 | 940,000 |
| Transfer to Reserves | (859,000) | - | - | - | - |
| Appropriation (from)/to Surplus | (333,482) | (391,584) | (367,887) | (47,958) | (34,996) |

Village of Gold River
Five Year Financial Plan Bylaw No. 747, 2023 – Schedule “B”

| | 2023 | 2024 | 2025 | 2026 | 2027 |
|---|------------------|----------------|----------------|------------------|----------------|
| Projects - TCA | | | | | |
| Other Government Funding | 140,000 | - | - | - | - |
| Grants | 189,810 | 640,000 | - | 60,000 | - |
| Municipal Dock Reserve | 730,000 | - | 75,000 | - | - |
| General Capital Reserve | 564,200 | 177,000 | 268,000 | 357,000 | 400,000 |
| Sewer Reserve | - | - | 20,000 | 380,000 | 540,000 |
| Water Reserve | - | - | 20,000 | 342,500 | - |
| | 1,624,010 | 817,000 | 383,000 | 1,139,500 | 940,000 |
| | | | | | |
| General government | 20,000 | 165,000 | - | - | - |
| Protective services | 39,200 | - | - | - | - |
| Transportation services | 100,000 | 580,000 | 198,000 | 250,000 | 200,000 |
| Solid Waste | 575,000 | - | - | - | - |
| Wharf services | 850,000 | - | 75,000 | - | - |
| Parks, recreation and cultural services | 15,000 | 72,000 | 70,000 | 167,000 | 200,000 |
| Water utility | 12,405 | - | 20,000 | 342,500 | - |
| Sewer utility | 12,405 | - | 20,000 | 380,000 | 540,000 |
| | 1,624,010 | 817,000 | 383,000 | 1,139,500 | 940,000 |

* These values are extracted from Schedule “A” to provided further detail on major asset projects.

Village of Gold River
Five Year Financial Plan Bylaw No. 747, 2023 – Schedule “C”

STATEMENT OF OBJECTIVES & POLICIES

In accordance with Section 165(3.1) of the Community Charter, the Municipal Council of the Village of Gold River is required to include in the Five Year Financial Plan, objectives and policies regarding each of the following:

- a) The proportion of total revenue that is proposed to come from each of the funding sources described in Section 165(7) of the Community Charter;
- b) The distribution of property taxes among the property classes; and
- c) The use of permissive tax exemptions.

FUNDING SOURCES

Table (1) shows the proportion of total revenue proposed to be raised from each funding source in 2023. Property value taxes and utility fees normally form the greatest portion of the revenues for most municipalities but in Gold River we receive significant revenue from other sources such as Interest, Sales of Service and Grants, which can fluctuate and negatively or positively affect the Village financial situation. The system of property taxation and utility fees is relatively easy to administer and understand. Property taxes provide a stable and consistent source of revenue for many services that are difficult or undesirable to fund on a user pay basis. These include services such as Roads, Fire Protection, Bylaw Enforcement, the Library, Administration, etc. For these reasons, property value taxation will continue to be a significant source of municipal revenue.

User fees and charges form a significant portion of planned revenue. Many municipal services such as water, sewer and solid waste services can be measured and charged for on a user pay basis. This basis attempts to fairly apportion the value of a municipal service to those who make use of it. Currently in Gold River for residential properties the fees are a flat rate rather than a measured or metered fee.

Other sources include a variety of revenues such as grants, investment income, sales of service etc. In Gold River these provide a higher than normal proportion of our revenues compared to many other small communities. Over 50% of Village revenues come from these non-property tax and utility fees which introduces a risk to our annual revenue forecast. These sources are very beneficial but often these revenues fluctuate with economic conditions, are less predictable, less stable and uncertain. The fluctuation of these revenues is often beyond the control of Village Council (i.e. interest rates) yet can have significant impact on the Village Budget and Services and expose our budget to a revenue risk should these revenues not materialize. Infrastructure Grants are tied to expenditures and communities require sufficient available funding to ensure they can meet their proportionate share of the infrastructure project. Approval of Grant Funding can significantly affect the proportionate distribution of Revenue Sources in any given year resulting in large fluctuations from year to year in Revenue Sources.

Policy:

Council reviews the source of revenues for the Village annually during the Five-Year Plan planning process. Through this process Council considers the tax burden, user fees, and other sources of funding in proportion to the planned services and expenditure program for the Village. Council determines the appropriateness of the level of services and expenditures in relation to the available funding sources and the impact or the burden of costs for these services and expenditures between property taxes, user fees and other sources of funding and considers if changes to the allocation of funding sources should be implemented.

Objective:

To review the appropriateness of total revenue proposed to come from each funding source for the planned services and expenditures and to ensure the sustainability of the funding sources to continue to provide the services in the future.

Table 1: Proportions of total revenue

| Revenue Source | % of Revenue | Value |
|----------------------|--------------|-----------|
| Property Value Taxes | 22.8% | 1,187,198 |
| Utility Fees | 17.8% | 927,869 |
| Grants | 43.3% | 2,252,593 |
| Investment Income | 5.8% | 300,000 |
| Sales of Service | 8.9% | 461,746 |
| Other Sources | 1.4% | 73,121 |
| Total | 100.0% | 5,202,527 |

The Distribution of Property Taxes among the property classes:

Table (2) provided below, outlines the distribution of property tax revenue among the property classes. The practice of Council has been to set tax rates in order to maintain tax stability. This is accomplished by maintaining the proportionate relationship between the property classes, while taking into account for new construction values, deletions from the tax roll and changes in property classes that are considered to be significant and affect the proportionate relationship. Council reviews the proportionate relationships between classes caused by various factors and attempts to ensure a reasonable and fair allocation of taxes between classes to provide for the services identified within the Five-Year Financial Plan. This practice allows the various taxpayers in the municipality to be confident that in any year, depending on proportionate assessment changes within property tax assessment class, their property tax bill will increase proportionately to the increase in tax revenue required year over year, taking into effect greater or lesser assessment increases of their property to the assessment class average.

Policy:

The tax policy of Council in setting the distribution of property taxes over time may take into consideration factors such as significant new or lost tax base, philosophy of taxing apportionment, economic factors or initiatives to maintain, promote or encourage specific sectors with respect to investment in the community. As part of the establishment of the annual tax rates Council reviews the distribution of taxes between tax classes and the appropriateness of the allocation.

Objective:

To provide a fair and reasonable tax allocation policy between tax classes in order to provide a suitable level of community services on an affordable basis to residential and non-residential property classes.

Table 2: Distribution of property taxes among the property classes

| Property Class | % of Property Value Tax | 2023 Dollar Value |
|--------------------|-------------------------|--------------------|
| (1) Residential | 58.44% | \$693,843 |
| (2) Utilities | 0.74% | \$8,759 |
| (5) Light Industry | 18.88% | \$224,169 |
| (6) Business | 21.94% | \$260,444 |
| Total | 100% | \$1,187,214 |

The use of permissive tax exemptions:

The Annual Municipal Report for 2022 contains a list of permissive exemptions granted for the taxation year and the amount of tax foregone. This list demonstrates the policy of Council those permissive exemptions are granted to not-for-profit institutions that form a valuable part of our community. These include religious institutions, historical societies, some recreational facilities, service and cultural organizations.

Policy:

Council will continue to support local not for profit organizations through permissive tax exemptions that provide beneficial services to the community. Where appropriate Council may consider utilizing its expanded power under the Community Charter to provide permissive exemptions as allowed for in the Community Charter to property owners who contribute to our community in beneficial ways. These may include investments made in greenhouse gas reduction technology or alternative energy, the provision of affordable housing, or revitalization of buildings or areas of the municipality.

Objective:

Council will examine its permissive tax exemption policy to determine if it should be expanded in the future to include new opportunities as allowed for under the *Community Charter*.

**Budget Proposal
Gold River Literacy Society
Grant-in-aid Application**

REVENUE

\$13,139 (Decoda Literacy Solutions Contract)
\$500 Anticipated fundraising dollars (Grand Re-Opening BBQ)

\$13,639 TOTAL INCOME

EXPENSES


\$5280 Literacy Outreach Coordinator Contract
\$4536 Lease Payment
\$940 Insurance
\$2654 Utilities (Phone/Internet/BC Hydro)
\$100 Program Supplies
\$84 Admin/Office Supplies
\$45 Bank Fees

\$13,639 TOTAL EXPENSES


**Submitted by Literacy Outreach Coordinator
Chelsie Stubbs**



Budget Approved by two Executive Board Members



Carole Sine



Anamaria Popescu

11. Grant Application Details

| | |
|--------------------------|-----------------------------------|
| Contact Person for Grant | CHELSEIE STUBBS |
| Title in Organization | LITERACY OUTREACH COORDINATOR |
| Phone number | 250-204-2041 |
| Email | GOLDRIVERLITERACYCENTRE@GMAIL.COM |
| Requested Grant Amount | \$ 190.00 (50 child swim passes) |

12. In Order to Qualify for a Grant the Following MUST be Submitted & Attached to the Application

- The completed Grant Application Form, signed by 2 members of the Executive
- Completed Event Budget (per sample) indicating all sources of funding, and signed
- Narrative summary of Proposed Event/Activity for which you are requesting funds
- Indication of how the Village funds would be used for this project/activity
- Who, and how many people will be served through this grant
- What are the expected outcomes you hope to achieve
- Organizations Information required
 - Provide Organization's Current Annual Budget
 - Provide Organization's previous years Financial Statements
 - Provide Organization's previous year end Balance Sheet
 - Provide Organization's Bank Statements that related to the Balance Sheet submitted


13. The Grant Recipient MUST agree to supply the following Final Reports within 3 months of the event or use of funds.

- Provide an Actual to Budget report detailing how the all funds were spent, signed by Executives
- Provide a written report to Council outlining the success and lessons learned through this project.
- Provide receipts or evidence regarding the disposition of the Village funds

14. Important to Note

Incomplete applications will be returned, without being forwarded to Council
 No Organization is guaranteed a Grant by virtue of meeting the criteria for eligibility
 The receipt of a grant one year is not a commitment for future on-going grants

15. THIS FORM MUST BE SIGNED BY 2 OF THE ORGANIZATIONS EXECUTIVE/DIRECTORS

| Print Name | Position/Title | Signature |
|------------------|----------------|--|
| CAROLE SINE | PRESIDENT | Carole Sine |
| ANAMARIA POPESCU | TREASURER |  |

**Attn Village Council
Grant-in-Aid Application**

Please find attached our grant-in-aid application form and supporting documents.

Gold River Literacy Society

The Mission of the Gold River Literacy Society:

To ensure that community members have the opportunity and support to gain the confidence and literacy skills necessary to achieve their goals.

Five Main Goals of the Gold River Literacy Society:

1. To provide sustainability: structures, resources, connections and communication to promote literacy in the community
2. To provide literacy support for adult members of the community whose literacy levels are currently a barrier to fully participating in life at home, at work and in the community
3. To provide free supported computer access to the community
4. To provide opportunities for community celebrations of and around literacy
5. To promote family literacy in our community

Our Request:


The Gold River Literacy Society is requesting a grant-in-aid from the Village of Gold River for the amount of \$190.00, the total of 50 child swim passes for the Anne Fiddick Aquatic & Sports Centre.

The Society is currently in the process of reviewing existing programming at the Gold River Literacy Centre, and identifying the current needs of community members in terms of literacy support. Although literacy is often related to reading, there are a number of other types of essential literacies including digital, media, cultural, financial, scientific, informational and numerical. We will be rolling out new programming in 2023 including tutoring opportunities, book clubs, homework support, arts and crafts, story time, introduction to finances, lego club, board game meet-ups and more.

We intend to use the swim passes as incentives and rewards for children to engage in these literacy learning opportunities at The Centre.

If you require any further information, please don't hesitate to contact me directly at 250-204-2041.

Thank you for your consideration,


Chelsie Stubbs
Literacy Outreach Coordinator
Gold River Literacy Society

In completing this Application for a Grant from Council, you MUST answer all questions and supply ALL requested information and final reporting as outlined below, in order for the application to be put forward to Council.

| | |
|------------------------------|---|
| Name of the Organization | GOLD RIVER LITERACY SOCIETY |
| Organization Mailing Address | PO BOX 111, GOLD RIVER, BC |
| Phone number/E-mail | 250 283 2954 GOLDRIVER LITERACYCENTER@GMAIL.COM |
| Number of Years in Operation | 13 YEARS |

1. PURPOSE or FUNCTION of the Organization (attach additional paper, if required)

SEE ATTACHED

2. Executive Members of the Organization

| NAME | TITLE | Phone # |
|------------------|-----------|--------------|
| CAROLE SINE | PRESIDENT | 250.283.7732 |
| ANAMARIA POPESCU | TREASURER | 250.895.4455 |
| DVIDE BERTRAND | DIRECTOR | 250.283.7234 |
| KEVIN MCCARTHY | DIRECTOR | 778.348.6627 |

3. Total Membership Numbers in Organization. UNKNOWN

4. Is your Organization Voluntary and non-profit? YES

5. Is your Organization a Registered Not-for-Profit Society in BC? YES

6. If your answer is YES please provide the Registered Society Number. S-56700

7. Has your Organization received funding from Council in the past? UNKNOWN

8. If yes, when and the amount received \$

9. If the Grant was In-Kind, please describe what was provided.

10. What has your organization done to self-raise funds??
 "GRAND RE-OPENING" BBQ FUNRAISER PLANNED FOR MAY 2023. APPLICATION FOR CHARITY STATUS AND GRANT APPLICATIONS FOR FUNDING ARE PENDING.

Income Statement
Gold River Literacy Society
For Year Ended December 31, 2022

Revenues

| | | |
|--------------------------|----------|-----------------|
| Decoda Literacy Contract | \$11,500 | |
| Raise-A-Reader Contract | \$1,639 | |
| Donations | \$410 | |
| Total Revenue: | | \$13,549 |

Expenses

| | | |
|------------------------|---------|-----------------|
| Lease | \$9,072 | |
| Insurance | \$1,642 | |
| Utilities | \$2,976 | |
| Program Supplies | \$518 | |
| Admin/Office Supplies | \$80 | |
| Bank Fees | \$45 | |
| Total Expenses: | | \$14,333 |
| Net Income | | -\$784 |



ROYAL BANK OF CANADA
P.O. BAG SERVICE 2650
CALGARY AB T2P 2M7

Business Account Statement

RB8DA30000_1897826 E D 00720 00420
GOLD RIVER LITERACY SOCIETY
P.O. BOX 111
375 NIMPKISH DRIVE
GOLD RIVER BC V0P 1G0

December 9, 2022 to January 10, 2023

Account number: [REDACTED]

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal®2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

Royal Business Community Account®

Royal Bank of Canada
1290 SHOPPERS ROW, CAMPBELL RIVER, BC V9W 2C8

| | |
|--|---------------------|
| Opening balance on December 9, 2022 | \$8,058.28 |
| Total deposits & credits (0) | + 0.00 |
| Total cheques & debits (6) | - 254.07 |
| Closing balance on January 10, 2023 | = \$7,804.21 |

Account Activity Details

| Date | Description | Cheques & Debits (\$) | Deposits & Credits (\$) | Balance (\$) |
|--------|---|-----------------------|-------------------------|-----------------|
| | Opening balance | | | 8,058.28 |
| 20 Dec | Online Banking payment - 5392 MASCON CABLE | 76.16 | | |
| | Online Banking payment - 5698 TELUS COMMUNICA | 84.23 | | 7,897.89 |
| 21 Dec | Cheque - 295 | 18.45 | | 7,879.44 |
| 03 Jan | Cheque - 296 | 13.43 | | 7,866.01 |
| | Monthly fee | 3.75 | | 7,862.26 |
| 10 Jan | Online Banking payment - 5636 BC HYDRO | 58.05 | | 7,804.21 |
| | Closing balance | | | 7,804.21 |

Account Fees: \$3.75

Business Account Statement



December 9, 2022 to January 10, 2023
Account number: [REDACTED]

Serial #: 295

Amount: \$18.45

GOLD RIVER LITERACY SOCIETY
P.O. Box 111, 3731 Douglas Drive
Gold River, British Columbia V0P 1G0
T: (250) 283-2184

295

DATE 21122022
PAY TO THE ORDER OF Anita Lawrence \$ 18.45

eighteen dollars forty-five cents

Royal Bank of Canada
Canada River Branch
1250 Sheppard Ave., Cambridge, ON N1W 2C8

FOR DEPOSIT ONLY
Office supplies

BY [Signature]
Carole Sine

60380-004 5211687
12/21/2022 3:15:30 PM
Mobile Deposit 2619
7545000661



[Signature]
Endorsement - Signature of Stamp
Endossement - Signature au Stamp

BACK/VERSO

TRFCT MOB TOR
20211223 05:31:08:09:46
CR 9088-5111487

Serial #: 296

Amount: \$13.43

GOLD RIVER LITERACY SOCIETY
P.O. Box 111, 3731 Douglas Drive
Gold River, British Columbia V0P 1G0
T: (250) 283-2184

296

DATE 21122022
PAY TO THE ORDER OF Carole Sine \$ 13.43

thirteen dollars and forty-three cents

Royal Bank of Canada
Canada River Branch
1250 Sheppard Ave., Cambridge, ON N1W 2C8

FOR DEPOSIT ONLY
internet cable card

BY [Signature]
Carole Sine

Deposit date: 12/30/22
Deposit transit / FI 30800-010
Code source: 49
Deposit Number: 632667
Deposit account: [REDACTED]



for deposit only
[Signature]
Endorsement - Signature of Stamp
Endossement - Signature au Stamp

BACK/VERSO

Balance Sheet
Gold River Literacy Society
December 31, 2022

Assets

Bank Account \$7879

Total Assets: \$7879

Liabilities

Nil

Total Liabilities: \$0



March 16, 2023

Ref: 271994

Their Worship Mayor Michael Lott
Village of Gold River
PO Box 610
Gold River BC V0P 1G0

Dear Mayor Lott:

The population of B.C. has increased consistently over the past decade and is projected to keep growing in the next 10 years. The provincial government understands the need to facilitate greater housing supply for our growing population. The province will support local governments in addressing the multiple funding and financing constraints to aid in the construction of infrastructure and amenities for all B.C. communities. Local governments' investment in core community infrastructure and amenities increases the amount of land that is ready to be developed to a higher density.

The Government of B.C. has invested considerable resources in infrastructure and amenities in the past 10 years and has strategically leveraged federal funding to that effect. More than \$1.6 billion in federal and provincial funding have been invested in our communities since 2018 through the Investing in Canada Infrastructure Program. However, as there is still more to be done for infrastructure and amenities, the provincial government is pleased to provide the Growing Communities Fund (GCF) for local governments province-wide.

As a one-time grant, the GCF will provide up to \$1 billion through direct grants to local governments to support all B.C. communities, with a focus on those communities that need to increase the pace and scale of housing supply. The principal objective of the GCF is to increase the local housing supply with investments in community infrastructure and amenities. Municipalities are encouraged to work closely with adjacent local First Nations, in recognition of the *Declaration on the Rights of Indigenous Peoples Act*, as this collaboration strengthens our communities and regions.

The funding provided through the GCF should be limited to one-off costs needed to build required infrastructure and amenities rather than funding ongoing or operational activities. These funds are to be incremental to currently planned investments and should accelerate the delivery of capital projects. Eligible costs are as follows:

- Public drinking water supply, treatment facilities and water distribution;
- Local portion of affordable/attainable housing developments;

.../2

- Childcare facilities;
- Municipal or regional capital projects that service, directly or indirectly, neighbouring First Nation communities;
- Wastewater conveyance and treatment facilities;
- Storm water management;
- Solid waste management infrastructure;
- Public safety/emergency management equipment and facilities not funded by senior level government;
- Local road improvements and upgrades;
- Sidewalks, curbing and lighting;
- Active transportation amenities not funded by senior level government;
- Improvements that facilitate transit service;
- Natural hazard mitigation;
- Park additions/maintenance/upgrades including washrooms/meeting space and other amenities; and
- Recreation-related amenities.

Further to the above-noted capital costs, one-off costs can include:

- Costs of feasibility studies (including infrastructure capacity assessment); other early-stage development work; costs of designing, tendering and acquiring land (where it is wholly required for eligible infrastructure projects); constructing eligible infrastructure projects; and, in limited situations, non-capital administrative costs where these are necessary, for example adding staff capacity related to development or to establish complementary financing for local government owned infrastructure or amenities.

I am pleased to advise you that the Village of Gold River is the recipient of a \$969,000 grant under the Growing Communities Fund. This amount will be directly transferred to your local government by March 31, 2023.

Under part 7 of the Local Government Grants Regulations, the amount of the grant to each local government is set by the Minister of Municipal Affairs. The determination of this amount was based on a formula that applies to all municipalities.

This formula is based on three components: a flat funding amount, an “adjusted population” amount and a “population growth” amount. The flat amount is \$500,000. The “adjusted population” amount is \$365 per adjusted population. The population adjustment ensures smaller municipalities get a higher per capita share of funding despite larger municipalities receiving more funding in absolute dollars. The “population growth” amount is \$1,000 per capita population growth between 2016 and 2021.

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Their Worship Mayor Michael Lott

Page 3

As a condition of this funding, the grant must be placed in a segregated reserve fund established by bylaw under section 188 of the *Community Charter* for the Capital and Planning purposes of the GCF. This fund must be separate from other existing reserve funds. To ensure full transparency regarding the use of funds, your local government will be required to annually report on how it spends this grant. This will be part of the annual financial reporting required under section 167 of the *Community Charter*. Your local government will provide a schedule to the audited financial statements respecting the amount of funding received, the use of those funds and the year-end balance of unused funds. Your local government must continue to annually report on the use of grant money until the funds are fully drawn down.

Further to the financial reporting, an annual report that identifies work-related Housing Needs Reports and pre-zoning requirements, as applicable, is required. The province also encourages highlighting projects that align with provincial priorities such as CleanBC and childcare; as well as those that align with the province's Environmental, Social and Governance framework for capital projects.

Finally, requirements will include parameters for public recognition of the funding related to projects. The province must be consulted prior to any proactive media events or news releases related to the project. Funded projects must also acknowledge the province's contribution through temporary and permanent on-site signage. The provincial government anticipates that the funds will be expended within approximately five years of receipt.

If you have any questions or comments regarding this letter, please feel free to contact the Local Government Infrastructure and Finance Branch by email at: LGIF@gov.bc.ca. Further information on the program will be available on the following webpage: <https://www2.gov.bc.ca/gov/content/governments/local-governments/grants-transfers/grants/bc-s-growing-communities-fund>.

The province welcomes this opportunity to support the growth of the supply of housing throughout British Columbia. We believe that this funding will contribute to the capacity of B.C. local governments to provide critical services as our province and economy grows.

Sincerely,



Anne Kang
Minister

pc: Michael Roy, Chief Administrative Officer, Village of Gold River

Attachment with Example Calculation for a Municipality with 15,000 People

| Population Range | From | To | Adjustment Factor |
|------------------|---------|---------|-------------------|
| 1. Very Small | 0 | 2,000 | 100% |
| 2. Small | 2,001 | 5,000 | 80% |
| 3. Small-Med | 5,001 | 10,000 | 60% |
| 4. Medium | 10,001 | 20,000 | 40% |
| 5. Large-Med | 20,001 | 40,000 | 20% |
| 6. Large | 40,001 | 150,000 | 10% |
| 7. Very Large | 150,001 | 900,000 | 5% |

To illustrate, for a city of 15,000 people, the adjusted population is:

- For this first 2,000 residents, adjustment of 100% = 2,000 x 100% = 2,000
- For the next 3,000 (up to 5,000), adjustment of 80% = 3,000 x 80% = 2,400
- For the next 5,000 (up to 10,000), adjustment of 60% = 5,000 x 60% = 3,000
- For the last 5,000 (up to 15,000), adjustment of 40% = 5,000 x 40% = 2,000

Thus, the city of 15,000 people has an adjusted population of 9,400 (=2,000 + 2,400 + 3,000 + 2,000).

If the city grew by 4,500 people between 2016-2021, the total grant amount is calculated as follows:

| Component | Calculation | Result |
|---------------------|-------------------|-------------|
| Flat Funding | \$500,000 | \$500,000 |
| Adjusted Population | = 9,400 x \$365 | \$3,431,000 |
| Population Growth | = 4,500 x \$1,000 | \$4,500,000 |
| Total Grant | | \$8,431,000 |

From: [AVICC](#)
To: [AVICC](#)
Cc: [Theresa Dennison](#)
Subject: EXTERNAL: 2023 AVICC AGM & Convention Program and Early Bird Deadline Reminder
Date: March 17, 2023 5:58:43 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please distribute to all AVICC elected officials, the Chief Administrative Officer, Corporate Officer and their support staff.

The 2023 AVICC AGM & Convention is being held as an in-person event in Nanaimo from April 14-16 at the Vancouver Island Conference Centre. Thank you to City of Nanaimo Mayor Leonard Krog and Council and Regional District of Nanaimo Chair Vanessa Craig and Board for hosting this year's event, and to the staff who have been helping with planning the Convention.

The first draft of the 2023 AVICC AGM & Convention Program is now available online. The program will remain in draft status until shortly prior to the convention to allow for modifications due to speaker availability and potential emergent issues. [CLICK HERE FOR THE PROGRAM.](#)

Early Bird Registration closes on March 22, 2023. [CLICK HERE TO REGISTER.](#) If you have not yet booked your accommodations, the Marriott has extended the AVICC group rate until March 22 (the booking link is available on the AVICC Website).

Convention updates, including updates to the program, hotel information, and other information will be posted on the [AVICC Website.](#)

We look forward to seeing you in Nanaimo in 4 weeks!

Association of Vancouver Island and Coastal Communities
604-270-8226 ext 221
avicc@ubcm.ca
www.avicc.ca



The AVICC acknowledges that we are grateful to live, work, and play on the traditional territories of the Coast Salish, Nuu-Chah-Nulth and Kwak-Waka'wakw Peoples

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From: [Michael Roy](#)
To: [Luke Charlton](#)
Subject: FW: EXTERNAL: Reducing Community Cancer Risks from Radon
Date: March 24, 2023 9:00:00 AM

Michael Roy

Chief Administrative Officer
Village of Gold River
(250) 283-2202 Ext 104

From: CARST Radon <carst.radon23@gmail.com>
Sent: March 24, 2023 12:30 AM
To: Michael Lott <mlott@goldriver.ca>
Cc: Henry Fossen <hfossen@goldriver.ca>; Nikki Pichert <npichert@goldriver.ca>; Alison Pringle <apringle@goldriver.ca>; Michael Roy <mroy@goldriver.ca>; mwehmeier@goldriver.ca
Subject: EXTERNAL: Reducing Community Cancer Risks from Radon

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Lott and Council,

We are a group of Community and Health Service students from Simon Fraser University (SFU) working on a multi-week service-learning project with a community-based partner. We have partnered with the Canadian Association of Radon Scientists and Technologists ([CARST](#)) for this project. Our objective is to gather insights regarding the perspectives of different municipalities in British Columbia on radon and we are doing this through conducting a survey. The survey aims to evaluate the level of awareness and action taken towards this issue by municipalities throughout BC. The results will be shared.

In 2022, Health Canada's National Radon Program developed the Radon Action Guides ([RAGS](#)), which were designed to help provinces, territories, and municipalities across Canada develop programs and policies to address radon. As an organization committed to promoting public health and safety, CARST believes that gathering information directly from municipalities on this issue will help provide a base understanding of where municipalities are at in terms of radon awareness and action as stakeholders work to distribute these new resources.

British Columbia Centres for Disease Control offers a public map illustrating radon levels by various jurisdiction, including municipality. To find out about radon in your municipality, you can explore the [BC Radon Map](#) to learn more.

We are inviting your municipality to participate in this **36-question** survey, which will consist of three parts: (1) general radon awareness (2) what radon policies or actions your municipality has implemented and (3) how CARST can best support your municipality in taking further radon action. The survey will take approximately 10 to 15 minutes to complete.

The information you provide through this survey will be combined with information from other municipalities to help us to gain a better understanding of the current state of radon awareness and policies in municipalities and help us to identify areas where we can provide support and assistance to municipalities in addressing radon.

To access the survey, please click here: [link to survey](#)

If you have any questions, please don't hesitate to contact us at carst.radon23@gmail.com , or Pam Warkentin, CARST's Executive Director, at p_warkentin@carst.ca.

Thank you for your time and consideration. We look forward to hearing from you soon.

Link to Survey:

https://docs.google.com/forms/d/e/1FAIpQLSd0deM4sjwg7C-l-uU-tGySonFmbxsdIh7kyN4v38DuKRJQDA/viewform?usp=sf_link

Link to Canadian Association of Radon Scientists and Technologists:

<https://carst.ca/>

Link to Radon Action Guide for municipalities: <https://www.canada.ca/en/health-canada/services/health-risks-safety/radiation/radon/action-guides/municipalities.html>

Link to BC Radon Map:

<https://bccdc.shinyapps.io/bcradonmap/>

Sincerely,

Clémence, Cyris, Gurveen, Harneet, and Rica - SFU Students working with CARST

From: [AVICC](#)
To: [AVICC](#)
Cc: [Vanessa Craig](#); [Theresa Dennison](#)
Subject: EXTERNAL: AVICC Session: Legislative Reform Initiative
Date: March 21, 2023 1:38:19 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please distribute to all AVICC elected officials, the Chief Administrative Officer, Corporate Officer and their support staff.

Dear Colleagues,

I would like to invite your participation at the upcoming Legislative Reform Initiative session that will be held between 9:30-11:30 am on Friday April 14th as part of the upcoming 2023 AVICC AGM & Convention. In recognition of the importance of this topic, and with the hope that we will have good participation, there is no cost to attend this session. To track numbers, we do require registration in advance; we shouldn't have trouble accommodating everyone who wishes to attend because we have booked a room that can hold 200 delegates. We hope you will consider joining us.

If you have already registered for the Convention, and would like to add this session, you can do so at the following link: <https://www.civicinfo.bc.ca/events-regchange?type=change®id=8852>, and CivicInfo will process the change. If you require assistance, AVICC's Executive Coordinator Theresa Dennison would be happy to assist – you can contact her at 604-270-8226 ext 221 or tdennison@ubcm.ca.

This session builds on a series of conversations that have been held at a provincial session with Regional District Chairs and CAOs with Don Lidstone in 2021; a workshop at AVICC in 2022 co-hosted by the RDN and the ACRD, again with Don Lidstone; and a UBCM resolution in 2022.

Regional districts are limited in their legislative authority under *the Local Government Act* in comparison with municipalities in several key areas such as business licensing authority, subdivision approval, regulation of fireworks discharge, parking enforcement, tree management, and taxation and funding models. Further, social, political and economic environments that local governments operate within continue to evolve in areas such as climate change, environmental stewardship and a recognition of the importance of First Nations' participation in regional governance. These realities should be reflected in a modernized legislative framework.

This conversation will be of interest to all elected representatives and CAOs – although we're discussing changes that will have the most noticeable impact on Regional Districts, changes will also be of interest to municipal Councillors because many aspects of municipal operations are contained in the *Local Government Act*. In addition, in some cases there are challenges associated with adjacent municipal and electoral areas having different authorities which affects the ability of the municipality to fully realize their goals.

I'm happy to answer any questions you might have about this initiative. Early bird registration ends

tomorrow (March 22nd) and registration closes March 31st. We hope to see you there!

Best,

Vanessa Craig

Chair, Regional District of Nanaimo Board

RDN Area B (Gabriola, Mudge, and DeCourcy Islands)

2nd Vice President, AVICC

T: 250-741-4589 | Email: vanessa.craig@rdn.bc.ca

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