



## CITY OF GREENWOOD

### Regular Council Meeting

Council Chambers – Greenwood City Hall – 202 S. Government Ave.

**Monday, March 11, 2024**

7:00 pm

*We acknowledge that our gathering takes place on the unceded and traditional territory of the indigenous peoples of that region as well as the Metis people whose footprints have marked these lands.*

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### AGENDA

#### 1. Call to Order

#### 2. Land Acknowledgement

#### 3. Adoption of Agenda: March 11, 2024 Regular Council Meeting Agenda

RECOMMENDATION:

*THAT the Regular Council Meeting agenda be adopted.*

#### 4. Adoption of the Minutes

- a. February 26, 2024 Regular Meeting Minutes

Page 4-7

RECOMMENDATION:

*THAT the Regular Council Meeting Minutes of February 26, 2024 be adopted.*

#### 5. Delegation

- a. Bruce Jepsen – Food Trucks

Page 8

RECOMMENDATION:

*THAT Council thank the delegate and refer them to administration for further follow-up.*

#### 6. Correspondence for Information

- a. LGMA Newsletter  
b. West Boundary Community Forest  
c. Greenwood Recreation Association Newsletter  
d. Emergency and Disaster Management Act Implementation –  
Indigenous Engagement.

Page 9-11

Page 12-13

Page 14-15

Page 16-33

RECOMMENDATION:

*THAT Council accept items a. through d. as correspondence for information.*

## 7. Correspondence for Action

- a. RDKB – Boundary Integrated Watershed Service Bylaw Page 34-41

### RECOMMENDATION:

*THAT Council support the two amendments of the Boundary Integrated Watershed Service Bylaw No. 1678, 2018 to increase the requisition limit and to delete the sunset clause.*

## 8. Councillor's Reports

## 9. Mayor's Report

10. Administrator's Report    CAO Report Page 42

11. Accounts Payable Report    Process being revised.

## 12. New and Unfinished Business

- a. Personal & Confidential Information Policy 2024-05 Page 43-48

### RECOMMENDATION:

*THAT Council accept the Personal and Confidential Information Policy (2024-05).*

- b. Memo to Council – Business Licence Bylaw No. 924, 2018 Page 49-70

### RECOMMENDATION:

*THAT Council direct staff to develop a new updated Business Licence Bylaw inclusive of a tiered Fee Schedule for various business operations (i.e. annual, seasonal, and/or weekly).*

- c. One Employee Policy

### RECOMMENDATION:

*THAT Council rescind Motion [(234-23) – THAT Council dissolves the "One Employee Policy"]*

- d. Signing Authority – CAO, Trumbley

### RECOMMENDATION:

*THAT Council give signing Authority to CAO, Dean Trumbley for the City of Greenwood.*

- e. Lease Extension Agreement - BC Emergency Health Services Page 71-76

### RECOMMENDATION:

*Defer until next Meeting.*

- f. Grant in Aid – Midway Volunteer Fire Department Page 77-82

### RECOMMENDATION:

*THAT Council accept the Midway Volunteer Fire Departments 2024 Grant in Aid request for \$6000.00.*

**13. Bylaws** - In future will be carrying out same process as policies.

**14. Notice of Motions**

**15. Question Period**

**Excerpt from Council Procedures Bylaw 674 Section 14**

- 1. Immediately prior to the adjournment of every regular meeting of Council, questions, but not statements, relating to matters dealt with at that meeting may be directed to Council by members of the public then present. All such questions shall be directed to the Mayor, and will where possible and appropriate be answered by the Mayor or a member designated by the Mayor.**
- 2. A maximum period of 15 minutes shall be provided for considering questions from members of the public; however that maximum may be extended to 30 minutes with the unanimous**
- 3. consent of all Council members present.**

**16. In-Camera – 90(c)(e)**

**17. Adjournment**



**PRESENT**

Mayor J. Bolt  
Councillors: C. Huisman, CJ Rhodes, G. Shaw, J. McLean.  
Chief Administrative Officer: Dean Trumbley  
Acting Corporate Officer: Brooke McCourt

**CALL TO ORDER**

Mayor Bolt called the meeting to order at 7:00 pm.

Acknowledgment that our gathering Takes place on the unceded and traditional territory of the indigenous peoples of that region as well as the Metis people whose footprints have marked these lands.

**ADOPTION OF AGENDA**

**Motion: C. Rhodes/ C. Huisman**

THAT the February 12, 2024 regular council agenda be adopted as amended to add move into In-Camera after the Regular Council meeting under section (c) of the *Community Charter*.

(45-24)

**Carried**

**ADOPTION OF MINUTES**

**Motion: G. Shaw/ C. Rhodes**

THAT the minutes of February 12, 2024 Regular Council Meeting be adopted.

(46-24)

**Carried**

**DELEGATION**

Council thanked Jessica McLean for her delegation regarding the Community Spaces Funding Grant.

Council thanked Carlene Pires for her presentation on the RDKB FireSmart 2023/2024 Program update.

**CORRESPONDENCE  
FOR INFORMATION**

**Motion: C. Rhodes/ G. Shaw**

THAT Council accept correspondence a. as information.

(47-24)

**Carried**

**CORRESPONDENCE  
FOR ACTION**

**Motion: J. McLean/ C. Huisman**

THAT Council motion to send letter to RDKB to support the RDKB's application to undertake further FireSmart work outlined in its 2024 CRI FireSmart Community Funding & Supports Grant application.

(48-24)

**Carried**

**COUNCILLOR'S REPORTS**

Clint Huisman: Verbal report presented – On File

CJ Rhodes: Verbal report presented – On File

Jessica McLean: Verbal report presented – On File

Gerry Shaw: Verbal report presented – On File

**MAYOR’S REPORT:** Verbal report presented

**ADMINISTRATION REPORT:** None.

**Motion: J. McLean/ C. Rhodes**

THAT Council receives the reports as information.

(49-24)

**Carried**

**ACCOUNTS PAYABLE  
REPORTS**

**Motion: C. Huisman/ C. Rhodes**

THAT Council receive the cash disbursement accounts payable report in the amount of \$146,952.01 for the period of February 9, 2024 to February 23, 2024.

(50-24)

**Carried**

**NEW AND UNFINISHED  
BUSINESS**

a. Memo to Council –  
Midway Volunteer Fire  
Department Grand in  
Aid Requests.

**Deferred until next meeting.**

b. Work Alone and  
Incident Policy.

**Motion: G. Shaw/ C. Huisman**

THAT Council approve the Work Alone and Incident Policy (2024-04).

(51-24)

**Carried**

c. Work Safe BC Report

**Motion: C. Rhodes/ J. McLean**

THAT Council accepts the Work Safe BC Report.

(52-24)

**Carried**

d. Ministry of Housing –  
Policy Bulletin.

**Motion: C. Huisman/ G. Shaw**

THAT Council direct staff to request an extension by emailing the minister for more time required to update the City of Greenwood Zoning Bylaw No. 683, 1997 to be in compliance with Bill 44.

(53-24)

**Carried**

e. Exposure Control Plan  
for Bloodborne  
Pathogens.

**Motion: C. Rhodes/ C. Huisman**

THAT Council accept the Exposure Control Plan for Bloodborne Pathogens.

(54-24)

**Carried**

- f. Lease Extension Agreement – BC Emergency Health Services. **Deferred until next meeting.**
- g. Coffee with Council. **Councillor McLean spoke about setting up coffee with Council and residents every two months and pop in’s with businesses in community.**  
**CAO, Trumbley asked Council to give administration some time to get more information together and look at schedules.**  
**Council spoke about a Committee of the Whole Meeting to set it up more.**  
**No meeting date – discussion only.**

**BYLAWS**

- a. Bylaw No. 1013, 2024 Good Neighbour Bylaw. **Motion: C. Rhodes/ G. Shaw**  
**(55-24)** THAT Council give fourth and final reading to Bylaw No. 1013, 2024 Good Neighbour Bylaw. **Carried**

**NOTICE OF MOTIONS**

**None.**

**QUESTION PERIOD**

**Resident asked questions regarding Bylaw No. 1013, 2024 – Good Neighbor. If the Bylaw Enforcement Officer will be going out and looking for infractions in town or only addressing complaint driven infractions.**

The City of Greenwood’s Bylaw Enforcement Officer will be working closely with administration to address a backlog of complaints regarding infractions within the City as well as addressing infractions that are found while on patrols and in communications with property owners the Bylaw Officer may have.

**IN-CAMERA**

**(56-24)**

**Motion: J. McLean / C. Rhodes**  
THAT Council move into In-Camera at 8:02 p.m. Under section 90(1)(c) – labour relations or other employee relations. **Carried**

**Motion: J. McLean/ C. Rhodes**

THAT Council adjourn the In-Camera meeting at 9:17 p.m. and move back into Regular Council Meeting.

(57-24)

**Carried**

**ADJOURNMENT**

**Motion: J. Bolt**

THAT Council adjourn the Regular Council Meeting at 9:17 p.m.

(58-24)

**Carried**

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Mayor

Certified Correct

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Chief Administrative Officer

MARCH 5

(date)

City of Greenwood  
PO Box 129  
Greenwood, BC  
V0H 1J0

Dear Sir / Madam:

RE: REQUEST TO APPEAR AS A DELEGATION BEFORE CITY COUNCIL

I (we) wish to appear before City Council as a delegation at the regular Council meeting to be

held on MARCH 11  
(date of meeting)

The subject to be dealt with by the delegation is:

FOOD TRUCKS

The proposal intended to be made to Council is:

DO WE WANT THEM AND ARE THERE BY-LAWS IN PLACE

The name(s) of the person(s) who will address Council is (are):

KATIE + BRUCE JEPSEN

The contact person for the delegation is:

Name: BRUCE JEPSEN

Mailing Address: BOX 601  
GREENWOOD

Phone: 250-445-2255

Yours Sincerely,

  
(signature)



## Brooke McCourt

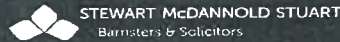
**From:** Local Government Management Association of BC <office@lgma.ca>  
**Sent:** March 4, 2024 11:03 AM  
**To:** Brooke McCourt  
**Subject:** LGMA Job Circular, News, and Program Updates - Week of March 4, 2024

If you have trouble viewing this email, [click here](#)

### Professional Development Partners:



LIDSTONE & COMPANY



### Travel Grant Partner:

LIDSTONE & COMPANY

## LGMA Newsletter: Week of March 4, 2024

### 2024 Annual Conference Keynote Speaker Doug Griffiths

Announcing one of the LGMA 2024 Annual Conference Keynote Speakers: **Doug Griffiths**, community strategist and best-selling author of *13 Ways to Kill Your Community*. Doug is also the President and CEO of 13 Ways Inc., and President and CEO of the Edmonton Chamber of Commerce and World Trade Centre.

Doug helps communities across Canada to identify and overcome the barriers that prevent them from achieving success. With a deep understanding of the relationship between community attitudes and outcomes, he helps to foster a positive and proactive culture that enables growth, innovation, and collaboration. Doug also has a diverse and extensive background in education, philosophy, business, and politics, giving him a unique perspective and a broad range of skills to address the complex and multifaceted issues that



**Blooming Together**  
JUNE 11-13 | VICTORIA



communities face. We are incredibly excited to have this inspirational speaker at our event this year. Find out more information [on our website](#).

CivicInfo BC & LGMA

BC Local Government Job Board

## CURRENT OPPORTUNITIES

**Job Postings**

### LGMA Training:

***Become a more effective communicator***

MATI<sup>®</sup> Advanced Communications

April 14 - 19

***Learn to inspire, coach, foster cooperation***

MATI<sup>®</sup> Managing People

May 5 - 10

### LGMA On-Demand Courses

***Enjoy this complimentary course!***

Ethics in Local Government

Available on-demand

### LGMA Membership

***2024 Membership now available!***

Update your LGMA profile to stay connected

### LGMA Chapter Activities

***Registration now open!***

Rocky Mountain / West Kootenay

Boundary LGMA Chapter Conference

April 24 - 26, Nelson, BC

***Find your chapter today!***

LGMA Chapter Membership Renewal

See all Training & Workshops

### Additional News and Training:

***Third intake is now open!***

Connecting Communities BC

Open until March 14

***Changes to Land Owner Transparency Registry***

BC Land Title and Survey

Effective April 1

***Have ideas on updating the LGMA HR Toolkit?***

LGMA HR Toolkit Survey

***Seeking volunteers with development and planning experience***

Board of Variance Advisory Committee

***Peer learning network to support local government staff***

Planning Institute of BC

***Resource, tools, and other helpful information***

Truth and Reconciliation Resources for BC Local Governments

***Preparation for the 2024 fire season***

BC Wildfire Service

See all News & Opportunities

## Indigenous Awareness Training

June 7, 9:00 a.m. - Noon

Presented in partnership with [Indigenous Corporate Training Inc.](#), an additional offering of Indigenous Awareness Training is now open for registration! Join us in honouring Indigenous History Month with a half-day webinar designed to provide a foundational understanding of historical and present-day issues that impact Indigenous Peoples. The webinar will give local government professionals an overview of Indigenous self-government, the constitutional, political and legal context of issues, important terminology, and how Indigenous and western world views impact decision-making.



**INDIGEN  
CORPC  
TRAINING**

*“This Indigenous Awareness Training was very informative and the instructor was engaging throughout the workshop. The local examples and personal stories brought a new perspective to my awareness around Indigenous history in Canada. This information is useful both in my professional work and personal life.” – past participant*

This is the final offering of this program for the year. Review the [course brochure](#) and [register online](#) today to reserve your spot.

**Connect with the LGMA**



**LGMA**

**LOCAL GOVERNMENT  
MANAGEMENT ASSOCIATION  
OF BRITISH COLUMBIA**

This email was sent to [brooke@greenwoodcity.ca](mailto:brooke@greenwoodcity.ca) when you signed up on [www.lgma.ca](http://www.lgma.ca) Please add us to your contacts to ensure the newsletters land in your inbox.

**Local Government Management Association of BC**  
710A - 880 Douglas Street, Victoria, British Columbia V8W 2B7

[Forward to a friend](#)

[Unsubscribe](#)

710A - 880 Douglas Street, Victoria, British Columbia V8W 2B7, Canada



## Healthy Forests. Healthy Communities

### **West Boundary Community Forest and Osoyoos Indian Band Lead Sustainable Forest Management**

**Midway, B.C.** – Community forests have emerged as powerful vehicles for local empowerment, placing decision-making power in the hands of local stakeholders and providing opportunities that contribute to a more resilient and diversified forest economy. Over the past year, the West Boundary Community Forest (WBCF) has created a partnership with the Osoyoos Indian Band (OIB) to manage the community forest, marking a significant stride towards sustainable, collaborative forest management.

The WBCF, overseen by an appointed Board of Directors representing the communities of its shareholders—the City of Greenwood and the Village of Midway—is dedicated to prioritizing practices that balance economic, social, cultural, and environmental considerations. This commitment generates benefits not only for local communities but also for the province as a whole.

In line with this vision, in March 2023, the WBCF forged an agreement to have the OIB manage the community forest. This partnership involves close cooperation with OIB referrals to ensure alignment with shared values and respect for the land.

[Click for the Full Press Release](#)

[Click for the Full Press](#)

To download a high resolution image, click on the photo.



**Photo caption:** West Boundary Community Forest.



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You are receiving this email because you opted in via our website.

Our mailing address is:

c/o Village of Midway, PO Box 160,  
661 Eighth Avenue, Midway, BC V0H 1M0

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe](#)

# NEWSLETTER

## Greenwood Recreation Association

### CALLING ALL YOUTH!

Come enjoy a safe place for you to hang out with your peers at the Greenwood McArthur Centre, The Greenwood Rec Association will have games and activities provided!

APRIL 11TH AND APRIL 25TH @ 6PM-8PM

Co-Sponsored by the Greenwood Community Association



### GREENWOOD RECREATION ASSOCIATION **MOVIE NIGHT**

MOVIE PLAYING:



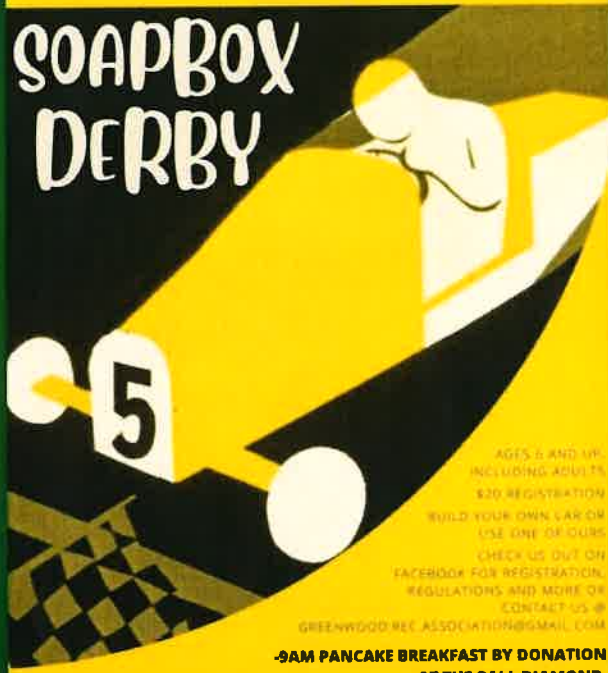
THURS, MARCH 14TH 2024  
DOORS OPEN AT 5.45, MOVIE STARTS AT 6PM.

CO-SPONSORED BY THE GREENWOOD COMMUNITY ASSOCIATION

**ENTRY \$5 - FREE POPCORN**  
CANDY AND DRINKS AVAILABLE FOR PURCHASE  
MCARTHUR CENTRE - 1355 VETERANS LANE, GREENWOOD

### THE GREENWOOD RECREATION ASSOCIATION'S ANNUAL

## SOAPBOX DERBY



AGES 6 AND UP, INCLUDING ADULTS  
\$20 REGISTRATION  
BUILD YOUR OWN CAR OR USE ONE OF OURS  
CHECK US OUT ON FACEBOOK FOR REGISTRATION, REGULATIONS AND MORE OR CONTACT US @ GREENWOOD REC ASSOCIATION@GMAIL.COM

-9AM PANCAKE BREAKFAST BY DONATION AT THE BALL DIAMOND  
-12PM BURGERS, CHILLI DOGS, MUSIC AND MORE AT THE BALL DIAMOND  
-12PM SOAPBOX RACE STARTS AT CITY HALL

May 4th 2024



## DROP-IN SPORTS IN GREENWOOD

March 7th and March 14th  
6pm-7:30pm



**\$5 FEE**

**BASKETBALL**  
INDOOR SHOES REQUIRED  
AGES 19+

LOCATED AT THE GREENWOOD ELEMENTARY SCHOOL GYMNASIUM



Find us on Facebook to stay up to date on our events!





# VOLUNTEERS NEEDED

We are looking for passionate and dedicated volunteers to help us with our upcoming events: Soap Box Derby (May 4th) and our Youth Group in Greenwood April 11th and April 25th)

All Volunteers will have to complete a Criminal Record Check, the Greenwood Recreation Association will provide the forms.

*Please Contact Us to Sign Up!*

[Greenwood.recreation.association@gmail.com](mailto:Greenwood.recreation.association@gmail.com)



# We Thank you!

Thank you to those who have supported us so far by coming to our events, co-sponsoring with us, and donating to us. Because of you we are able to use our funds for sports nights, movie nights, youth groups, and investing in new big events coming up.



## STAY IN THE LOOP

Don't have Facebook but have email?  
Send us an email and we will add you to our email list!  
We don't email often, but we will keep you up to date on what events and fundraisers we are putting on!  
[greenwood.rec.association@gmail.com](mailto:greenwood.rec.association@gmail.com)

## WANT TO DONATE? WE ACCEPT E-TRANSFER!

[GREENWOOD.REC.ASSOCIATION@GMAIL.COM](mailto:GREENWOOD.REC.ASSOCIATION@GMAIL.COM)





January 12, 2024

City of Greenwood  
PO Box 129  
Greenwood, BC  
V0H 1J0

Dear Chief Administrative Officer:

**Re: *Emergency and Disaster Management Act Implementation - Indigenous Engagement Requirements Funding Program***

On behalf of the Province of British Columbia, I am pleased to provide this letter of offer and Contribution Agreement to support implementation of the *Emergency and Disaster Management Act* (EDMA) through the Indigenous Engagement Requirements Funding Program.

Guided by the *United Nations Sendai Framework for Disaster Risk Reduction* and B.C.'s *Declaration on the Rights of Indigenous Peoples Act*, the EDMA includes engagement provisions that promote relationship building and collaboration across jurisdictions. Engagement requirements of municipalities and regional districts include consultation and cooperation with Indigenous governing bodies, the incorporation of available Indigenous knowledge into emergency plans and risk assessments, and consideration of cultural safety across emergency management practices.

The Indigenous Engagement Requirements Funding Program is intended to:

- support relationship-building across jurisdictions through consultation and cooperation with Indigenous governing bodies;
- ensure the incorporation of Indigenous knowledge and cultural safety across emergency management practices;
- support policy improvements that reflect the lived experience of Indigenous Peoples; and
- address the disproportionate impacts on Indigenous Peoples during emergency events.

The Province is providing funding to First Nations, municipalities, and regional districts in response to feedback about capacity requirements to implement the EDMA. This funding is intended to support municipalities and regional districts in meeting their Indigenous engagement requirements, and to support Indigenous governing bodies in participating in such engagement.

This letter of offer is accompanied by a Contribution Agreement which sets out the terms and conditions of the funding, including eligible activities and reporting. The term of the Contribution Agreement begins on the Effective Date and extends to March 31, 2025. Please sign and return the Contribution Agreement



to [EMCR.Procurement@gov.bc.ca](mailto:EMCR.Procurement@gov.bc.ca) on or before March 31, 2024 to receive funding.

Further information about the Indigenous Engagement Requirements Funding Program is provided on our [website located here](#) and includes the Indigenous Engagement Requirements Funding Program Guide, fact sheet, and Interim Guidance. The website also contains contact information should you have further questions about the Indigenous Engagement Requirements Funding Program.

Yours truly,

A handwritten signature in blue ink that reads "Monica Cox".

Monica Cox  
Assistant Deputy Minister  
Partnerships, Engagement and Legislation  
Ministry of Emergency Management and Climate Readiness

**CONTRIBUTION AGREEMENT**

THIS AGREEMENT dated effective the 15 day of January 2024.

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the Minister of Emergency Management and Climate Readiness

(the "**Province**")

AND:

**CITY OF GREENWOOD**

(the "**Recipient**")

WHEREAS:

- A. The Province has agreed to contribute funding to the Recipient to support its implementation of the Indigenous Engagement Requirements in the Emergency and Disaster Management Act; and
- B. The Province and the Recipient wish to set out the terms and conditions respecting the Province's contribution in this Agreement.

NOW THEREFORE in consideration of the premises and covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

**DEFINITIONS**

1.01 In this Agreement:

- (a) "Agreement" means this contribution agreement, including the schedules attached to it and forming part of it, all as may be amended, restated, replaced or supplemented from time to time;
- (b) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (c) "Contribution" means the funds paid or payable by the Province to the Recipient pursuant to this Agreement;

- (d) "EDMA" means the Emergency and Disaster Management Act, S.B.C. 2023, c.37;
- (e) "Effective Date" means the date indicated on the first page of this Agreement;
- (f) "Eligible Activity" means an activity eligible for funding under the Indigenous Engagement Requirements Funding Program, as further described in Schedule A;
- (g) "Event of Default" means any event of default described in section 11.01 of this Agreement;
- (h) "FAA" means the *Financial Administration Act*, R.S.B.C. 1996, c.138;
- (i) "Indigenous Engagement Requirements" means the requirements in the EDMA for municipality and regional district engagement with Indigenous governing bodies, including consultation and cooperation, and considerations related to Indigenous knowledge and cultural safety;
- (j) "Indigenous governing body" has the same meaning as in section 1(1) of the *Declaration on the Rights of Indigenous Peoples Act*, S.B.C. 2019, c. 44
- (k) "Project" means the Eligible Activity(ies) chosen by the Recipient as indicated in Schedule B;
- (l) "Reports" means the reports provided by the Recipient to the Province in accordance with section 5.01;
- (m) "Term" means the term of this Agreement described in section 2.01; and
- (n) "Termination Date" has the meaning set out in section 2.01.

1.02 Capitalized terms defined in the recitals to this Agreement and used in this Agreement have the definitions given in the recitals.

## **TERM**

2.01 The term of this Agreement commences on the Effective Date and ends on the earlier of **March 31, 2025** or the date on which this agreement is terminated in accordance with section 11.02 (the "**Termination Date**").

## **CONTRIBUTION**

- 3.01 The Contribution consists of a single payment of \$40,000 to be used by the Recipient for the Project in accordance with this Agreement.
- 3.02 The Province will provide the Contribution to the Recipient within 30 days of the Agreement being signed by both parties.
- 3.03 Notwithstanding any other provision of this Agreement, in no event will the Province be or become obligated to pay to the Recipient pursuant to this Agreement an amount exceeding the Contribution.

## **STIPULATIONS**

- 4.01 The Recipient must apply the Contribution solely for the purposes of the Project and in accordance with the specifications and other requirements set out in Schedule B.
- 4.02 Without limiting section 11.02 or any other right of the Province in law or in equity, the Province may require the Recipient to pay to the Province any amount of the Contribution which the Recipient has used in contravention of section 4.01.
- 4.03 The Recipient must repay to the Province within **60** days of the Termination Date any portion of the Contribution that has not been expended by the Recipient for the Project on the Termination Date, unless otherwise agreed in writing by the Province.

## **REPORTS**

- 5.01 The Recipient will provide the Reports in accordance with **Schedule A**.
- 5.02 The Recipient hereby grants to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Reports, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute all or any part of the Reports, and the right to sublicense or assign to third-parties any or all of these rights. Upon the Province's request, the Recipient must provide the Province with documents satisfactory to the Province that irrevocably waive in the Province's favour, and in favour of its sublicensees or assigns, any moral rights that the Recipient (or its employees) or its contractors (or their employees) have in the Reports.

- 5.03 The Recipient will not include any information in the Reports which constitutes "personal information" within the meaning of the *Freedom of Information and Protection of Privacy Act* (British Columbia).
- 5.04 The Recipient will provide copies of its annual public reports to the Province, if any.

#### **AUDIT**

- 6.01 The Recipient will establish and maintain for a period of not less than seven years from the expiration or termination of this Agreement accurate books of account and records, following generally accepted accounting principles, in relation to the Project, including but not limited to: all expenditures and revenues, all contracts and agreements, invoices, receipts and other records relating to Recipient's use and expenditure of the Contribution.
- 6.02 The Recipient will grant the Province and its agents access, at any reasonable time and on reasonable notice to the Recipient, to the Recipient's premises to inspect and, at the Province's discretion, copy any of the records referenced under section 6.01. The Recipient will provide reasonable assistance to the Province to allow the Province to exercise its rights under this section.

#### **INDEMNITY**

- 7.01 The Recipient agrees to indemnify and save harmless the Province and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time during or following the Term which are based upon, arise out of or occur, directly or indirectly, by reason of, (a) any breach or inaccuracy of any representation or warranty made by the Recipient in this Agreement; or (b) any breach or failure by the Recipient to perform or fulfil any covenant, condition, or obligation of the Recipient contained in this Agreement; or (c) any act or omission by the Recipient or by any of the Recipient's agents, employees, officers, directors or subcontractors in connection with this Agreement, including any act or omission that results in a third party intellectual property infringement claim against the Province.

#### **PUBLIC STATEMENTS**

- 8.01 The Recipient will not make any public statements or communications about the Contribution or otherwise with respect to this Agreement or any Province involvement in the Project without the Province's prior written approval, which may be withheld by the Province at its discretion.

- 8.02 The Recipient will ensure that the Province
- (a) is provided all relevant materials in advance of any approval referenced in section 8.01;
  - (b) is given a reasonable opportunity to review such materials; and
  - (c) gives its prior approval regarding the content and timing of all such public communications.

#### **PROVINCE INTELLECTUAL PROPERTY**

- 9.01 The Recipient will not use any logo, trademark, official mark or other branding of the Province (collectively, "**Branding**") except and in accordance with the Province's prior written approval. Any and all use by the Recipient of any Branding will be in the form provided by the Province and will comply with the graphic standards and any conditions communicated by the Province to the Recipient from time to time.

#### **REPRESENTATIONS AND WARRANTIES**

- 10.01 The Recipient represents and warrants to the Province, with the intent that the Province will rely on such representations and warranties in entering into this Agreement, that:
- (a) it is a municipality or regional district, as the case may be, duly incorporated under applicable legislation;
  - (b) it has the power and capacity to accept, execute and deliver this Agreement, and the execution of this Agreement has been duly and validly authorized by all necessary proceedings under applicable legislation and bylaws;
  - (c) this Agreement is binding upon, and enforceable against, the Recipient in accordance with its terms;
  - (d) all information, certificates, statements, documents and Reports furnished or submitted by the Recipient in connection with this Agreement will be true and accurate on the date of delivery and will remain true and accurate throughout the Term;
  - (e) the Recipient has sufficient trained staff and resources in place to fulfil its obligations under this Agreement;

- (f) the Recipient will administer the Contribution for the Project in compliance with its covenants and obligations under this Agreement; and
- (g) there are no actions or proceedings pending (including appeals or applications for review) or to its knowledge threatened, before any court, arbitrator, administrative agency, or governmental body which, if determined against it, would result in a change occurring in its properties, assets, condition (financial or otherwise), business or operations which would materially adversely affect its ability to fulfil its obligations under this Agreement.

10.02 If any representation, warranty, certificate, document or Report becomes untrue or inaccurate during the Term, the Recipient shall promptly advise the Province.

10.03 The provisions of sections 10.01 and 10.02 will continue in full force and effect notwithstanding the fulfillment by the Recipient of any or all of its obligations under this Agreement or the grant by the Province to the Recipient of any or all of the monies that the Province has agreed to provide to the Recipient pursuant to this Agreement.

#### **DEFAULT**

11.01 Any of the following will constitute an Event of Default of the Recipient under this Agreement:

- (a) The Recipient fails to comply with a provision of this Agreement;
- (b) any representation or warranty made by the Recipient in this Agreement is untrue or inaccurate;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is materially untrue or inaccurate;
- (d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfil its obligations under this Agreement;
- (e) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; and

- (f) the Recipient substantially ceases to operate in accordance with its established mandate.

11.02 If an Event of Default occurs the Province may at its discretion and without limitation:

- (a) terminate this Agreement by written notice from the Province to the Recipient;
- (b) if the Province believes, in its discretion, that the Event of Default is capable of being cured by the Recipient:
  - (i) by written notice to the Recipient, require that the Event of Default be remedied within a time period specified in the notice;
  - (ii) the Recipient must provide the Province with written notice of such cure by the conclusion of the time period specified in the notice and include, in particularity and in detail, reasonable detail of how the Event of Default has been cured; and
  - (iii) any failure by the Recipient to rectify such Event of Default within the time period specified in the notice to the Province's satisfaction, as determined by the Province in its discretion, will be a breach of this Agreement by the Recipient;
- (c) specify amounts, not to exceed in total the Contribution, that have not been accounted for and applied by the Recipient, that, within 30 business days of actual or deemed receipt by the Recipient of notice given by the Province to the Recipient, will become due and be payable by the Recipient to the Province;
- (d) require the Recipient to make public the fact that an Event of Default has occurred; and
- (e) pursue any remedy or take any action available to it at law or in equity.

## **NOTICES**

12.01 Any notice, document, statement, report or demand desired or required to be given or made pursuant to this Agreement must be in writing and may be delivered by courier, by personal delivery or by electronic transmission (including email) from either party as follows:

- (a) if to the Province:



Partnerships, Engagement and Legislation Division  
Ministry of Emergency Management and Climate Readiness  
Block A, Suite 200 – 2261 Keating Cross Road  
VICTORIA British Columbia  
V8M 2A5  
Email: [EMCR.IERFunding@gov.bc.ca](mailto:EMCR.IERFunding@gov.bc.ca)  
Attention: Executive Director, Indigenous Agreements

(b) and if to the Recipient:

City of Greenwood  
PO Box 129  
Greenwood, BC  
V0H 1J0  
Email: [cao@greenwoodcity.ca](mailto:cao@greenwoodcity.ca)  
Attention: Tracy Thomas, Chief Administrative Officer

Any such communication will be conclusively deemed validly given to and received by the intended recipient on the day on which it was so delivered or transmitted unless received after 5:00 pm (local time in the place of receipt) in which case it will be deemed to be given on the next business day.

12.02 Either party may, from time to time, give written notice to the other party of any change of address or email of the party giving such notice and after the giving of such notice, the address or email therein specified will, for purposes of this Agreement be conclusively deemed to be the address or email of the party giving such notice.

#### **APPROPRIATION**

13.01 Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Recipient pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province in any fiscal year or part thereof when any such payment may be required, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in section 13.01(a).

## **RELATIONSHIP**

- 14.01 No partnership, joint venture, agency, or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 14.02 The Recipient will not be a dependant contractor or employee of the Province under this Agreement.
- 14.03 The Recipient will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm or corporation in connection with this Agreement.

## **NON-WAIVER**

- 15.01 No term or condition of this Agreement and no breach by one party of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the other party.
- 15.02 The written waiver by one party of any breach by the other party of any term or condition of this Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the other party of the same or any other term or condition of this Agreement.

## **ENTIRE AGREEMENT**

- 16.01 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

## **FURTHER ACTS AND ASSURANCES**

- 17.01 Each of the parties will, upon the reasonable request of the other, make, do, execute, or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

## **TIME OF ESSENCE**

- 18.01 Time will be of the essence of this Agreement.

## **SURVIVAL OF PROVISIONS**

- 19.01 Sections 3.01, 3.03, 4.01, 4.02, 4.03, 5.01, 5.02, 5.03, 6.01, 6.02, 7.01, 8.01, 8.02, 9.01, 10.01, 10.02, 10.03, 11.01, 11.02, 12.01, 12.02, 13.01, 14.01, 14.02, 14.03, 15.01, 15.02, 17.01, 19.01, 20.01, 20.08, 22.01, 22.02, 22.03 and any other

sections of this Agreement which by their nature are intended to survive the termination of this Agreement and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

## **INTERPRETATION**

- 20.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 20.02 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope of any provision of this Agreement.
- 20.03 Any reference to a statute in this Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute and amendments to that statute.
- 20.04 This Agreement will be interpreted and construed with such changes in number and gender as the context so requires.
- 20.05 If any provision in this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by law.
- 20.06 Any reference to the Province's "discretion" means the Province's sole, absolute and unfettered discretion.
- 20.07 The terms "section" and "schedule" refer to sections and schedules within this Agreement.
- 20.08 Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or the Recipient of any statutory power or duty.

## **ASSIGNMENT**

- 21.01 The Recipient will not, without the prior written consent of the Province assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement.
- 21.02 This Agreement will enure to the benefit of and be binding upon the Recipient and its successors and permitted assigns and the Province and its assigns.

## **DISPUTE RESOLUTION**

22.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* (British Columbia) and:
  - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
  - (ii) there will be a single arbitrator;
  - (iii) British Columbia law is the applicable law; and
  - (iv) the decision of the arbitrator will be final and binding on the parties.

22.02 Unless the parties otherwise agree in writing, an arbitration or mediation under section 22.01 will be held in Victoria, British Columbia.

22.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 22.01 other than those costs relating to the production of expert evidence or representation by counsel.

**COUNTERPARTS AND ELECTRONIC DELIVERY**

23.01 This Agreement may be entered into by each party signing a separate copy of this Agreement and delivering it to the other party. When taken together, they will be treated as one and the same agreement. Delivery of a signature page by electronic means (including by facsimile or in PDF format) will be as valid and effective as delivery of an original. A party that delivers a signature page by electronic means agrees to provide an original signed counterpart if requested to do so by the other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as set out below.

SIGNED on behalf of His Majesty the )  
King in Right of the Province of )  
British Columbia by a duly authorized )  
representative of the Minister of )  
Emergency Management and Climate )  
Readiness )  
this \_\_\_\_ day of \_\_\_\_\_2024 )

\_\_\_\_\_  
For the Province

\_\_\_\_\_  
Print Name

SIGNED on behalf of the Recipient )  
by a duly authorized representative )  
this \_\_\_\_ day of \_\_\_\_\_2024 )

\_\_\_\_\_  
For the Recipient

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title (If Applicable)

## **Schedule A**

### **Eligible Activities and Reporting Requirements**

The Recipient will choose Eligible Activity(ies) listed in Schedule B towards which the Recipient will apply the Contribution. If an activity is not listed, the Recipient must provide a written description in Schedule B of the intended activity that the Contribution will be applied to.

The choice of Eligible Activity(ies), and activities identified by the Recipient, will make up Schedule B and is the Project for which the Contribution may be applied.

If after Agreement signing there are changes to the Project (Schedule B) originally submitted, the Recipient will email the Province at [EMCR.IERFunding@gov.bc.ca](mailto:EMCR.IERFunding@gov.bc.ca) with details of the proposed changes.

### **Optional Survey**

In September 2024, Recipient will be requested to fill out an online survey, as part of initial review of the Indigenous Engagement Requirements Funding Program. In this survey the Recipient will share which Indigenous engagement requirements (activities) they worked towards implementing (how, and with whom).

### **Reporting Requirements**

Reporting requirements are to support management and evaluation of the funding program. If the Recipient has chosen to pool Contribution funds with other Recipients, reporting requirement obligations may be shared.

### **Final Reporting**

The Recipient must provide the Province with a final report that summarizes the outcome(s) and work completed, including financial reporting, on the selected Project(s). The final report will be required by March 31, 2025. In February 2025, the Province will provide material to support this report, including instructions and a template.

### **Adhoc Reporting**

The Recipient must make all reasonable efforts to respond to ad-hoc requests by the Province for information on Project progress. The Recipient must also advise the Province immediately of any substantial events that could impact the Project timeline.

## Schedule B

### Project – Eligible Activity Intake Form

The Province will support activities that are responsive to other identified needs, and amendment to activities (scope change), as well as collaborative efforts through pooling of funds, that will assist with development and implementation of emergency management plans, and the inclusion of cultural safety and Indigenous knowledge in any or all phases of emergency management.

Eligible activities include (but are not limited to) the following:

<b>1) Consultation and Coordination</b>		
1a	<input type="checkbox"/>	Activities where local authorities contact or engage with Indigenous governing bodies and make reasonable efforts to reach agreement on the areas to be described in local authority emergency management plans for the purposes of consultation and cooperation” under s.120 of EDMA.
1b	<input type="checkbox"/>	Engagements to discuss, confirm and document communication protocols that help local authorities understand which entities to consult, engage, coordinate, and cooperate with, when and how, through any or all phases of emergency management.

<b>2) Relationship Building</b>		
2a	<input type="checkbox"/>	Activities that strengthen and develop relationships between Indigenous governing bodies and local authorities, and support collaboration in emergency management.
2b	<input type="checkbox"/>	Collaboratively developed or delivered training and preparedness initiatives, to support shared understanding of respective emergency management practices.

<b>3) Planning</b>		
3a	<input type="checkbox"/>	Activities that support collaboration in developing emergency management plans and/or risk assessments; for example, engagements to explore how to incorporate cultural safety and Indigenous knowledge, or how to identify and reduce disproportionate impacts in plans and/or risk assessments.

3b	<input type="checkbox"/>	Activities related to meeting consultation and cooperation requirements related to preparing, reviewing, and revising risk assessments or emergency management plans.
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<b>4) Reconciliation and capacity building</b>		
4a	<input type="checkbox"/>	Activities that support local reconciliation efforts such as meetings, engagements, and training, including building understanding of cultural safety and the integration of Indigenous knowledge in emergency management.
4b	<input type="checkbox"/>	Activities that enable self-determination, and governance of emergency management programs and services.
4c	<input type="checkbox"/>	Planning for and delivering cultural safety and humility training to local emergency management staff and volunteers.
4d	<input type="checkbox"/>	Activities that support First Nations establishing an Indigenous governing body for purposes of emergency management.

<b>5) Agreement Building</b>		
5a	<input type="checkbox"/>	Activities to develop formal agreements about communications protocols that help local authorities understand which entities to consult, engage, coordinate, and cooperate with, when and how, through any or all phases of emergency management.
5b	<input type="checkbox"/>	Meeting to review the effectiveness of agreements.

<b>6) Proposed Activity Description Relating to IER, if Not Listed Above</b>		



**Proposed Activity Description Relating to IER if Not Listed (Continued)**

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Regional District of  
**Kootenay Boundary**

202 - 843 Rossland Avenue  
Trail, British Columbia, Canada V1R 4S8  
Tel. (250) 368-9148

## Memorandum

To:	Village of Midway Mayor and Council
From:	Donna Dean, RDKB Manager of Planning and Development
Date:	January 29, 2024
Re:	Boundary Integrated Watershed Service – Requisition Limit

The purpose of this memorandum is to describe the proposed 25% increase in tax requisition for the Boundary Integrated Watershed Service (BIWS) and to seek your council's approval.

In 2018, the RDKB by Bylaw No. 1678, established the Boundary Integrated Watershed Service for the purpose of promoting and delivering watershed management planning in the Boundary Area. This was done with the assent of the electors for the following: the City of Grand Forks; the City of Greenwood; the Village of Midway; and Electoral Areas: C/Christina Lake, D/Rural Grand Forks, E/West Boundary.

The Service Establishment Bylaw caps the tax requisition at \$160,000. Due to cost pressures and the RDKB's agreements with its employees it's not possible to operate the service without increasing the requisition at this time. The Province of BC, through Regulation 113/2007, enables a Board to increase tax requisition by 25% every 5 years for services like this, which are capped. The 25% averages out to a typical 5% increase per year. Use of Regulation 113/2007 does not require the RDKB to go to referendum. The 25% increase has been in the approved 5 Year Financial Plan since approximately 2020 due to the anticipated future need. The BIWS operates under a very lean budget and has been using contributions to reserve in the earlier years of the service to smooth out taxation over the last couple years.

The BIWS, while capped at a \$160,000 tax requisition for the last 5 years, has brought in nearly \$1,000,000 in grant funding from higher levels of government, which has been a huge benefit to the Boundary

Area by enabling us to update and add to our floodplain mapping, increasing engagement with First Nations and creating drought response plans. The 2024 budget includes a further \$800,000 in grants for rural riparian projects, which if approved will also be beneficial to the entire area. Without the BIWS service, we would not be able to apply for these funds or coordinate the use of those funds.

Attached:

RDKB Draft Bylaw 1867



## **Regional District of Kootenay Boundary**

### **Bylaw No. 1867**

#### **A Bylaw to amend RDKB Service Establishment Bylaw No. 1678, 2018 to increase the requisition limit**

---

**WHEREAS** pursuant to the provisions of the *Local Government Act* and amendments thereto, a Board may by Bylaw and with the consent of the service participants amend a Service Establishment Bylaw;

**AND WHEREAS** with assent of the electors of RDKB Electoral Area C/Christina Lake, RDKB Electoral Area D/Rural Grand Forks, RDKB Electoral Area E/West Boundary, the City of Grand Forks, the City of Greenwood, and the Village of Midway, the Regional District of Kootenay Boundary has, by Bylaw No. 1678, 2018, established the Boundary Integrated Watershed Service for the purpose of promoting and delivering watershed management planning in the Boundary;

**AND WHEREAS** the Regional District of Kootenay Boundary wishes to amend Bylaw No. 1678, 2018 to increase the annual requisition limit from One Hundred Sixty Thousand Dollars (\$160,000) to Two Hundred Thousand Dollars (\$200,000);

**AND WHEREAS**, in accordance with the *Local Government Act*, the Regional District of Kootenay Boundary Board of Directors has obtained the required two-thirds consent from the service participants for the amendment;

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the Regional District of Kootenay Boundary, in open meeting assembled, enacts as follows:

#### **AMENDMENT**

Section 4 of RDKB Bylaw No. 1678, 2018 is hereby repealed and replaced with the following:

The annual operating costs shall be recovered as authorized under the *Local Government* or any other Act by one or more of the following:

- (a) property value taxes on the net taxable value of land and improvements;

- (b) fees and charges imposed;
- (c) revenues raised by other means;
- (d) revenues received by way of agreement, enterprise, gift, grant or otherwise.

The maximum amount that may be requisitioned in any one year for the service provided in Section 1 of this Bylaw and the *Local Government Act* shall not exceed \$200,000 (Two Hundred Thousand Dollars) on the net taxable value of land and improvements.

**CITATION**

This bylaw may be cited for all purposes as "Regional District of Kootenay Boundary Boundary Integrated Watershed Service Amendment Bylaw No. 1867, 2024."

Read a **First and Second** time this            day of            , 2024.

Read a **Third** time this            day of            , 2024.

I, Anitra Winje, Corporate Officer of the Regional District of Kootenay Boundary do hereby certify the foregoing to be a true and correct copy of Regional District of Kootenay Boundary Bylaw No. 1867 cited as "Regional District of Kootenay Boundary Boundary Integrated Watershed Service Amendment Bylaw No. 1867, 2024."

as read a Third time this            day of            , 2024.

---

Corporate Officer

**Approval** received from Electoral Area C/Christina Lake Director

**Approval** received from Electoral Area D/Rural Grand Forks Director

**Approval** received from Electoral Area E/West Boundary Director

**Approval** received from City of Grand Forks Council

**Approval** received from City of Greenwood Council

**Approval** received from Village of Midway Council

**Reconsidered and Adopted** this                      day of                      2024.

\_\_\_\_\_  
Chair

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

I, Anitra Winje, Corporate Officer of the Regional District of Kootenay Boundary do hereby certify the foregoing to be a true and correct copy of Regional District of Kootenay Boundary Bylaw No. 1867 cited as "Regional District of Kootenay Boundary Boundary Integrated Watershed Service Amendment Bylaw No. 1867, 2024."

as Reconsidered and Adopted this                      day of                      , 2024.

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



## **RDKB**

### **Bylaw No. 1872**

#### **A Bylaw to amend RDKB Service Establishment Bylaw No. 1678, 2018 to increase the requisition limit and to delete the sunset clause**

---

**WHEREAS** pursuant to the provisions of the *Local Government Act* and amendments thereto, a Board may by Bylaw and with the consent of the service participants amend a Service Establishment Bylaw;

**AND WHEREAS** with assent of the electors of RDKB Electoral Area C/Christina Lake, RDKB Electoral Area D/Rural Grand Forks, RDKB Electoral Area E/West Boundary, the City of Grand Forks, the City of Greenwood, and the Village of Midway, the Regional District of Kootenay Boundary has, by Bylaw No. 1678, 2018, established the Boundary Integrated Watershed Service for the purpose of promoting and delivering watershed management planning in the Boundary;

**AND WHEREAS** the Regional District of Kootenay Boundary wishes to amend Bylaw No. 1678, 2018 to increase the annual requisition limit from One Hundred Sixty Thousand Dollars (\$160,000) to Two Hundred Thousand Dollars (\$200,000);

**AND WHEREAS** at least 2/3rds of the participants in the Boundary Integrated Watershed Service have deemed it expedient to delete the sunset clause in Bylaw No. 1678 and continue providing the Boundary Integrated Watershed Service, and increase the requisition limit by 25%;

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the Regional District of Kootenay Boundary, in open meeting assembled, enacts as follows:

#### **1. AMENDMENT**

Section 4 of RDKB Bylaw No. 1678, 2018 is hereby repealed and replaced with the following:

The annual operating costs shall be recovered as authorized under the *Local Government* or any other Act by one or more of the following:

- (a) property value taxes on the net taxable value of land and improvements;
- (b) fees and charges imposed;
- (c) revenues raised by other means;
- (d) revenues received by way of agreement, enterprise, gift, grant or otherwise.

The maximum amount that may be requisitioned in any one year for the service provided in Section 1 of this Bylaw and the *Local Government Act* shall not exceed \$200,000 (Two Hundred Thousand Dollars) on the net taxable value of land and improvements.

**2. DELETION**

That section 6 of Bylaw No. 1678, 2018 – Expiry, as follows, be deleted in its entirety:

This service establishment bylaw shall expire on December 31, 2024, unless 2/3 of the participating local governments support extension to the service prior to that date.

**3. CITATION**

This bylaw may be cited for all purposes as “Regional District of Kootenay Boundary Boundary Integrated Watershed Service Amendment Bylaw No. 1872, 2024.”

Read a **First and Second** time this 6<sup>th</sup> day of March, , 2024  
 Read a **Third** time this 6<sup>th</sup> day of March, , 2024

**Approval** received from Electoral Area C/Christina Lake Director

**Approval** received from Electoral Area D/Rural Grand Forks Director

**Approval** received from Electoral Area E/West Boundary Director

**Approval** received from City of Grand Forks Council

**Approval** received from City of Greenwood Council

**Approval** received from Village of Midway Council

I, Anitra Winje, Corporate Officer of the Regional District of Kootenay Boundary do hereby certify the foregoing to be a true and correct copy of Regional District of



Kootenay Boundary Bylaw No. 1872 cited as "Regional District of Kootenay Boundary Boundary Integrated Watershed Service Amendment Bylaw No. 1872, 2024."

as read a Third time this 6<sup>th</sup> day of March, 2024.

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Corporate Officer

Approval received from the Inspector of Municipalities this    day of    2024.

**Reconsidered and Adopted** this                      day of                      2024.

---

Chair

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Corporate Officer

I, Anitra Winje, Corporate Officer of the Regional District of Kootenay Boundary do hereby certify the foregoing to be a true and correct copy of Regional District of Kootenay Boundary Bylaw No. 1872 cited as "Regional District of Kootenay Boundary Boundary Integrated Watershed Service Amendment Bylaw No. 1872, 2024."

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Corporate Officer



# CITY OF GREENWOOD


PO Box 129  
Greenwood, BC V0H 1J0

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Phone:(250) 445-6644 Fax:(250) 445-6441 Email: [oc.greenwoodcity@shaw.ca](mailto:oc.greenwoodcity@shaw.ca) Website: [www.greenwoodcity.com](http://www.greenwoodcity.com)

## CAO Dean Trumbley Report March 11, 2024, Council Meeting

1. Detailed Policy and Procedure review (state and gaps).
  - a. Future objective is full review of by-laws.
2. Completed staff meetings.
3. Union representative meeting
4. Regional District Kootenay Boundary meeting with Chair
5. Infrastructure Assessment and Public Works shortfalls.
6. Fire Department Assessment (recruitment, training and equipment including building).
  - a. Feeds into Regional District negotiations.
7. Budget reviews
8. Operational assessment, including organizational structure.
9. Once I have been able to stabilize all the above requirements, priorities will be:
  - a. Securing quotes for 10-year Strategic Plan process
    - i. Including the development of strategies to bring all City owned infrastructure up to standard (and reserve strategy for maintenance and long-term replacements).
  - b. Securing quotes for Asset Management Plan
  - c. Pursuing grant support to have the above processes completed by professionals.
  - d. Develop a Corporate Branding strategy.
  - e. Accessing heritage grants to fix various city building assets.
  - f. Taxation and fee schedule review

	POLICY TITLE: City of Greenwood Personal & Confidential Information Policy	POLICY NO: 2024-05
	AUTHORITY: Council for the Corporation of the City of Greenwood	CLASSIFICATION: Administration
	EFFECTIVE DATE: March 11, 2024	MOTION:
	SUPERSEDES: Policy No. 0580-01	

**1. Purpose**

To clearly set out the privacy protection and confidentiality obligations of the City and its elected officials, officers, employees and volunteers.

**2. Policy Statement**

The City considers personal information pertaining to its elected officials, officers, employees, volunteers, residents, customers and others to be private. This personal information will be subject to the highest standards of privacy management permitted or required under applicable laws.

The City maintains certain confidential and personal information in carrying out its duties as a local government.

The City is committed to protecting the privacy of personal information and confidential information in its care, custody or control. Protection of personal information and confidential information is the responsibility of each individual elected official, officer, employee and volunteer.

Personal information and confidential information under the care, custody or control of the City must be collected, used and, when appropriate, disclosed in strict accordance with this Policy, the *Freedom of Information & Protection of Privacy Act* (“FOIPPA”), the *Community Charter*, and all other applicable statutes, regulations and policies adopted by Council.

**3. Definitions**

3.1 In this Policy:

- i. “Confidential Information” means
  - i. any information considered in any part of a Council Committee Meeting that was lawfully closed to the public pursuant to Section 90 of the *Community Charter*, unless or until that information is specifically discussed at a Council or Council Committee Meeting that is open to the public or until that information is released to the public by Council or a Council Committee.
  - ii. Information that the City must not disclose pursuant to Section 16. And Section 17. Of the *Freedom of Information & Protection of Privacy Act* (“FOIPPA”); and
  - iii. Information of a particularly private or personal nature, including but not limited to;

- a) Personal information that relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation;
  - b) Personal information that was compiled and is identifiable as part of an investigation into a possible violation of law or City policy;
  - c) Personal information that relates employment, occupational or educational history;
  - d) Personal information that was gathered for the purpose of collecting or remitting a tax or fee;
  - e) Personal information that describes a person's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or credit-worthiness;
  - f) Personal recommendations or evaluations, character references or personal evaluations and memos, and;
  - g) Personal information indicating racial or ethnic origin, sexual orientation or religious or political beliefs or associations; and
- ii. "Personal information" means recorded information about an identifiable individual, other than the name, title, business telephone number, business address, business email or business fax number of the individual.

#### **4. Scope**

4.1 This Policy applies to all elected officials, officers, employees, and volunteers of the City.

#### **5. Principles**

5.1 This Policy is based upon the following principles set out in FOIPPA and the *Community Charter*.

5.2 Openness and Accountability:

- a) The conduct of Council and Council Committee business must be at a meeting open to the public unless the *Community Charter* or another statute requires or authorizes the meeting to be closed to the public.
- b) The City must provide access to records under its care, custody, or control to applicants in accordance with FOIPPA.
- c) The City has appointed the Chief Administrative Officer to be its designated head under FOIPPA and the person responsible for ensuring the City manages personal information and access requests in accordance with FOIPPA.

5.3 Limited Collection of Personal Information:

- a) The City will, where required by law, identify the purpose or purposes for which personal information is collected at or before the time the information is collected.
- b) The City will, where required by law, obtain an individual's written consent for the collection of their personal information.
- c) The City will only collect personal information where the information relates directly to and is necessary for the proper conduct of the city's activities.

5.4 Limited Use and Disclosure of Personal and Confidential Information:

- a) The City will not use personal information for any purpose or purposes other than that or those which it was collected, or a use consistent with that purpose, except with the consent of the individual about whom it pertains, or as required by law.

- b) When personal information is disclosed to third parties, only the information required to meet the specific purpose of the disclosure will be released. Disclosure will be in compliance with FOIPPA, the *Community Charter* and any other applicable statutes.
- c) The City will take reasonable steps to keep a record of personal information that is disclosed to third parties, including what, when, why and to whom it was disclosed.
- d) The City will not use or disclose confidential information without consent, except for the purpose it was created, collected or received, a consistent purpose, or where required by law.
- e) The City will ensure that only those elected officials, officers, employees, legal advisors, contractors or volunteers of the City that require access to confidential information to perform their duties for the City will be provided with access to confidential information for City use.

5.5 Individual Access:

- a) Any individual has the right to access their own personal information under the care, custody, or control of the City in accordance with FOIPPA.
- b) In addition to their rights under FOIPPA, an officer, employee or volunteer of the City may review their own personnel file at a time convenient to and under the provision of the Chief Administrative Officer.

5.6 Accuracy:

- a) The City will undertake reasonable measures to ensure the personal information under its care, custody or control is accurate.
- b) The City will correct personnel information under its care, custody or control in accordance with FOIPPA.

5.7 Safeguards:

- a) The City will use safeguards appropriate to the sensitivity of the information to prevent unauthorized access, collection, use, disclosure or disposal of personal information and confidential information under its care, custody or control.

5.8 Retention:

- a) The City will only keep personal information and confidential information for as long as it is reasonably required to meet the purpose or purposes for which it was collected, or as required by law.
- b) The retention period for personal information and confidential information under the City care, custody or control will vary depending on the type of information and any legal requirements the City is obligated to meet.

5.9 Privacy and Confidentiality Awareness:

- a) The City will, as part of its orientation for newly elected officials and newly hired or retained officers, employees, or volunteers, provide those individuals with:
  - I. A copy of this Policy, and any other city policies relating to privacy and confidentiality.
  - II. A copy of FOIPPA;
  - III. In the case of elected officials, a copy of section 117 of the *Community Charter*.

## **6. Administration**

- 6.1 Attached to this Policy is the City of Greenwood's Declaration of Confidentiality (Schedule A) which is to be provided to all newly elected officials and newly hired or retained officers, employees, or volunteers. The Declaration of Confidentiality is to be reviewed, signed and returned to administration to be filed in their personnel file.

## **7. Reporting and Investigation Process**

- 7.1 An elected official, officer, employee or volunteer who knows or reasonably suspects that another representative of the City has engaged, or plans to engage, in any activity that violates the personal information and confidential information protection provisions of the Policy should immediately report this information as follows:
- a) To the Chief Administrative Officer, as the head for FOIPPA, if the matter involves a colleague, supervisor, an officer, employee, elected official or volunteer; or
  - b) To the Mayor, in the matter involves the Chief Administrative Officer.
- 7.2 The Chief Administrative Officer, or the Mayor if the complaint is about the Chief Administrative Officer, has the authority to investigate a complaint under this Policy or under FOIPPA, or to designate an appropriate internal or external investigator to conduct an investigation.
- 7.3 If a violation of this Policy is identified, the Chief Administrative Officer or the Mayor may recommend corrective or preventative action including but not limited to, the following:
- a) Education and training for any person;
  - b) Review and modification of the City's Council, auditors, appropriate law enforcement authorities or other oversight bodies;
  - c) Notification of the City's Council, auditors, appropriate law enforcement authorities or other oversight bodies;
  - d) In the case of officers, employees and volunteers, disciplinary action up to and including dismissal.
- 7.4 When determining the appropriate action in response to a violation, the following factors, among others, may be considered:
- a) The nature and seriousness of the violation;
  - b) Whether the violation was a single or repeated incident;
  - c) The explanation or other mitigating factors, if any, provided by the person whose conduct violated this Policy.
  - d) The City's duties and responsibilities to report violations to other people or agencies;
  - e) In the case of officers, employees and volunteers, the personnel record of the person who violated this Policy.

## **8. No Retaliation**

- 8.1 The City will not retaliate against an individual who reasonably and in good faith reports a suspected violation of this Policy, even if no such violation is found to have occurred.



# CITY OF GREENWOOD

PO Box 129  
Greenwood, BC V0H 1J0

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Phone:(250) 445-6644 Fax:(250) 445-6441 Email: [frontdesk@greenwoodcity.ca](mailto:frontdesk@greenwoodcity.ca) Website: [www.greenwoodcity.com](http://www.greenwoodcity.com)

## Schedule A

### DECLARATION OF CONFIDENTIALITY

I, \_\_\_\_\_ hereby acknowledge that as an Elected Official, Officer, Employee or Volunteer working or serving on behalf of the City of Greenwood I will be entrusted with private, confidential information collected on behalf of and for the benefit of the City of Greenwood.

*"Confidential Information"* means material and information, including information technology related documents and personal information as defined in the Freedom of Information and Protection of Privacy Act (British Columbia). I agree to keep confidential all confidential Information collected, provided, or reviewed by me while carrying out my duties on behalf of the City of Greenwood; in accordance with policy number 2024-05 Personal & Confidential Information, City of Greenwood. I will not use any confidential information for any purpose and will not disclose any confidential information. I hereby undertake not to divulge any of the confidential information or discuss it at any time or any place, either during the term of my providing the services or after. I understand and agree with the necessity of maintaining complete confidentiality over the confidential information. I agree to be responsible for any breach of the undertaking set out in this declaration and agree to immediately notify the Chief Administrative Officer and/or the Corporate Officer for the City of Greenwood should any breach occur. I also agree that this declaration of confidentiality and the undertakings in it will survive the expiration or termination of my employment and/or involvement with the City of Greenwood and continue to be binding on me.

City of Greenwood – Declaration of Confidential Information

Page 1 of 2

**Acknowledgement:**

I understand and agree that the Policy is intended to be binding upon myself.

I hereby acknowledge that I have read and fully understand the City of Greenwood's Policy on confidentiality and that I agree to abide by it's terms, signed on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature



## MEMORANDUM TO COUNCIL

**To:** Mayor and Council **Date:** March 6, 2024  
**From:** Acting CO McCourt **Date to Council:** March 11, 2024  
**Subject:** City of Greenwood Business Licence Bylaw No. 924, 2018

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### Rationale

- a) The City of Greenwood has found some underlying issues with *Business Licence Bylaw No. 924, 2018* regarding Mobile Vendors and the Fees associated with obtaining a Business Licence in the City of Greenwood.

Under Section 14.4 "Mobile Vendor" of Business Licence Bylaw No. 924, 2018 it states the following:

*14.4.1 "No person shall carry on business as a mobile vendor on City-owned property unless the person has written consent of Council to carry on business at that location, which consent must be provided upon request by the licence inspector."*

*14.4.2 "No person shall carry on business as a mobile vendor on any property that is not owned by the City unless the use is permitted pursuant to the Zoning Bylaw and the person has the written consent of the property owner, which consent must be provided upon request by the licence inspector."*

Under the City of Greenwood's Zoning Bylaw No. 683, 1997 there is nothing that distinguishes where Mobile Vendors are permitted and what restrictions come along with holding a Mobile Vendor Business Licence through the City.

This holds the City liable for Mobile Vendors to come in and place their Mobile Units on any parcel if they have received written permission from the property owner allowing them to operate on their parcel.

- b) Schedule "A" = City of Greenwood Business Licence Fees have not been updated since November of 2015. The City of Greenwood is severely undercharging for obtaining a business licence in the City. The City of Greenwood needs to update the Fees for Business Licences as right now the City is losing funds comparing the amount the municipality brings in for licences and how much the City puts out for administration time and prep for the licences.

I have researched similar municipalities and what they are charging to obtain a Business Licence, I have added this information under "Background" as well as a break down of roughly where the City sits with Business Licence Fees every year comparing administration's time spent assisting with Business Licences.

**Recommendations**

- a) THAT Council direct staff to develop a new updated Business Licence Bylaw inclusive of a tiered Fee Schedule for various business operations (i.e. annual, seasonal and/or weekly).

**Background**

**Other Municipalities Business Licence Fees:**

**Town of Oliver:**

<b>Standard Business Licence</b>	<b>\$100.00</b>
Seasonal Business Licence	\$50.00
Despite Sections 1 & 2, the following fees apply:	
i) bed and Breakfast operation	\$200.00
ii) cannabis dispensary	\$200.00
iii) eating and drinking establishment	\$150.00
iv) hotel or motel	\$200.00
v) hotel or motel with eating and drinking establishment	\$350.00
vi) home industry or home occupation	\$75.00
vii) office, comprising six (6) or more professionals	\$200.00
viii) retail establishment, major (including liquor sales)	\$200.00
ix) service industry establishment (major & minor)	\$150.00
x) vacation rental	\$200.00
Itinerant Show or Entertainment	\$100.00/event
Business Owner Change	\$15.00
Business Location Change	\$15.00

### Village of Kaslo:

#### FEE CATEGORY: Annual Business Licences

Item	Fee
Licence Transfer or Change	10% of licence fee, minimum \$15
Third Party Vending Machine	\$20
Non-Profit Organization doing business	\$20
Home Based Business	\$60
Short-term Rental Accommodation	\$60 per rentable bedroom
Cannabis Related Business	\$750
Liquor or Cannabis Retail Application	\$1,750
Regulated Trades & Professions	\$125
All Other Businesses – Resident	\$75
All Other Businesses – Non-Resident	\$100
Inter-Community Business Licence (ICBL)	\$100

#### FEE CATEGORY: Temporary Business Licences

Item	Fee
Community Event	\$15 per event
Vendors at Community Event or Trade Show	\$10 per vendor per day
Outdoor Market	\$200 per season
Mobile Vendor	\$200 per season \$25 per day

### District of Sicamous:

#### Annual Business Licence Fees

Sicamous Business Licence (Standard)	\$95
Intercommunity Business Licence	\$150
Mobile Vendor Business Licence	\$190
Short Term Rental / B&B	\$265

#### New Businesses

- Licence fees are pro-rated 50% for new businesses who apply after September 30th.
- There is no pro-rated fee for Intercommunity Business Licences.
- Please note that if the licence is approved, licence fees are not refundable.

The City of Greenwood has 87 current active Business Licences that are issued at \$40.00 excluding the few the City holds that are either \$100.00 (Credit Union), \$20.00 for Seasonal (up to 6 months) and Temporary (up to 3 months).

Administration spends roughly around 140 hours total yearly administering and assisting with Business Licences.

The City revenue is estimated at \$3,480.00 yearly on business licences and expenses out roughly \$4,064.20 annually in wages alone not including other associated costs.

These Bylaw amendments will have to have legal review before Council can motion for adoption.

### **Attachments**

**Attachment 1:** the City of Greenwood Business Licence Bylaw No. 924, 2018

## CORPORATION OF THE CITY OF GREENWOOD

### BUSINESS LICENCE BYLAW NO. 924, 2018

A Bylaw to require owners or operators of a BUSINESS to hold a valid and subsisting Licence for the carrying on of such Businesses; to fix and impose the Licence Fees and to provide for the regulation of certain Businesses in the City of Greenwood.

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**WHEREAS** in accordance with the *Community Charter*, a municipality may, by bylaw, regulate in relation to business;

**AND WHEREAS** in accordance with the *Community Charter*, a municipality may provide for a system of licences;

**AND WHEREAS** in accordance with the *Community Charter*, a municipality has additional powers in respect of business regulation;

Council of the City of Greenwood, in open meeting assembled, enacts as follows:

#### INTERPRETATION

1.1 In this Bylaw:

1.1.1 **ASSOCIATE** means

1.1.1.1 a partner of the business, other than a limited partner;

1.1.1.2 a person that serves as a trustee of the business or in a similar capacity; or

1.1.1.3 a spouse, parent, child, sibling or a sibling's spouse of the applicant, licensee or partner of the business.

1.1.2 **BANK / CREDIT UNIONS** means financial institutions.

1.1.3 **BUSINESS** means "business" as the term is defined in the *Community Charter*.

1.1.4 **BYLAW ENFORCEMENT OFFICER** means the officers or employees appointed by Council as Bylaw Enforcement Officers or members of the RCMP.

1.1.5 **CHARITY** means a society or organization which is registered as a charitable organization or charitable foundation under the *Income Tax Act (Canada)* and is qualified to issue tax receipts to its donors.

1.1.6 **CARNIVAL** means the business of providing a variety of shows, games and amusement rides including ferris wheels, merry go rounds, or other similar rides

in which the patrons take part, for a seasonal or temporary basis, and includes a circus, fair or exhibition.

- 1.1.7 **CITY** means the City of Greenwood, a municipal corporation in the Province of British Columbia, and includes the area contained within the boundaries of the City of Greenwood where the context requires.
- 1.1.8 **CONTRACTOR** means any person who performs any type of construction or building work or service for a fee or provides materials for such works and services.
- 1.1.9 **DWELLING UNIT** has the same meaning as the term is defined in the Zoning Bylaw.
- 1.1.10 **ENVIRONMENTAL HEALTH OFFICER** means a person designated under the *Public Health Act* as an Environmental Health Officer.
- 1.1.11 **FARMERS' MARKET** means a market for the display and sale of produce, meat products, baked goods, prepared food, crafts or similar items in an open air or indoor venue on a seasonal or temporary basis.
- 1.1.12 **FLOOR AREA** means the total floor area occupied by a business within exterior and demising walls or party walls including interior partitions and other improvements.
- 1.1.13 **FOOD PRIMARY** means a business where the primary business involves the sale of food as opposed to liquor.
- 1.1.14 **HOME BASED BUSINESS** means a business that is carried on at the residence of the applicant or licensee.
- 1.1.15 **HORSE DRAWN CARRIAGE** means the business of providing a carriage, wagon, dray or other conveyance or vehicle with a driver and drawn by horses to transport passengers.
- 1.1.16 **INDUSTRY** means any business that is a permitted use only in an industrial zone in the City under the Zoning Bylaw.
- 1.1.17 **LICENCE** means a licence issued under this Bylaw.
- 1.1.18 **LICENSEE** means the person holding a valid and subsisting licence under this Bylaw.
- 1.1.19 **LICENCE FEE** means those fees attached to business types which are prescribed in Schedule "A" to this Bylaw.
- 1.1.20 **LIQUOR LICENCE** means a liquor licence issued under the *Liquor Control and Licensing Act*.

- 1.1.21 LIQUOR PRIMARY** means a business where the primary business involves the sale of liquor as opposed to food.
- 1.1.22 MOBILE VENDOR** means any person who offers for sale or immediate delivery of any food, goods, or merchandise from a vehicle or a temporary structure or display, or stand that is not permanently affixed to real property.
- 1.1.23 MULTIPLE BUSINESS(ES)** means a person who carries on two or more businesses from the same premises but excludes farmers' markets and special events carried on at the same premises.
- 1.1.24 NON PROFIT** means a society or organization that is not operated for a commercial purpose and is not a charity.
- 1.1.25 NON-RESIDENT** means a business carried on in the City but which does not use a permanent building in the City to carry on the business.
- 1.1.26 PERMANENT BUILDING** means a permanent building or structure at a fixed address in the City.
- 1.1.27 PREMISES** means an area of land, including a lot or parcel of land with or without buildings or structures, or other place occupied or capable of being occupied, by any person for the purpose of carrying on any business.
- 1.1.28 RECREATIONAL VEHICLE ACCOMMODATION** means the business of renting or otherwise providing spaces for recreational vehicles to park on a temporary basis at either a hotel, motel, residence, campground or elsewhere within the City.
- 1.1.29 RENTAL UNIT** means one (1) or more rooms leased, rented or otherwise made available for residential purposes for a month or more to which the *Residential Tenancy Act* would apply.
- 1.1.30 ROOM RENTALS** means the business of letting, renting or otherwise making two (2) or more rooms available for accommodation either in a hotel, motel, motor lodge, apartment, rooming houses, or elsewhere, which do not necessarily contain cooking, eating, living, sleeping and sanitary facilities, but does not include the rental units.
- 1.1.31 SEASONAL LICENCE** means a licence issued under this Bylaw that is valid for a term of more than three (3) months but less than one (1) year.
- 1.1.32 SECONDHAND DEALER** means a person who carries on the business of purchasing, selling, procuring or offering for sale used or second-hand items whether on a wholesale or retail basis.
- 1.1.33 SPECIAL EVENT** includes any event with a commercial aspect that occurs on a temporary basis, including an exhibition, carnival, fair, concert, performance,

other itinerant show or entertainment, auction, promotional activity or other gathering of people for a commercial purpose, whether outside or inside.

**1.1.34 TEMPORARY LICENCE** means a licence issued under this Bylaw that is valid for a term of up to three (3) months.

**1.1.35 UNCLASSIFIED** means any business for which a licence is required under this Bylaw and includes any profession, business, trade, occupation, employment or calling that is not enumerated in this Bylaw.

**1.1.36 ZONING BYLAW** means the City's current Zoning Bylaw.

**1.2** Reference to a bylaw in this Bylaw is a reference to the bylaw enacted by the City.

**1.3** Unless otherwise specified, a reference to an enactment in this Bylaw is a reference to an enactment enacted by the Province of British Columbia.

**1.4** Reference to an enactment in this Bylaw is a reference to that enactment as it may be amended, replaced or in effect from time to time.

## **BUSINESS LICENCES**

**2.1** No person shall carry on any business in the City, whether or not the primary premises used for the business is located outside the City, unless that person has a valid and subsisting licence for that type of business pursuant to this Bylaw.

**2.2** A person must not carry on any business in the City except at the premises identified in a valid and subsisting licence for that business in the City, unless the business is a non-resident business or mobile vendor.

**2.3** Every person who operates a business at more than one premises in the City must apply for and maintain a separate licence in respect of each separate premises.

**2.4** Every person who operates more than one business or type of business at a single premises must apply for and maintain a separate licence in respect of each type of business at that premises unless the type of business is expressly exempted by a provision of this Bylaw.

**2.5** For greater certainty, every type of business that is listed in Schedule "A" to this Bylaw requires a separate business licence unless the type of business is expressly exempted by a provision of this Bylaw.

**2.6** Every business must conform to the provisions of this Bylaw and any other bylaw, or law of British Columbia or Canada applicable to that business, and it is the responsibility of the person, and not the responsibility of the City, to obtain the inspections and approvals required under applicable bylaws or laws.



- 2.7 The issuance of a licence shall not be deemed to be a representation or a warranty by the City to the licensee or to anyone else that the business complies with all applicable bylaws or other enactments. The licensee must ensure compliance with all bylaws and other enactments.

## **EXEMPTED BUSINESSES**

- 3.1 Notwithstanding any other provision of this Bylaw, the following activities do not require a licence:
- 3.1.1 a business carried on by the City, the Province of British Columbia or the Government of Canada or a Crown Corporation created by either the Province of British Columbia or the Government of Canada;
  - 3.1.2 fundraising activities carried on by a charity or a non profit;
  - 3.1.3 an educational course or program provided by a community education facility, a continuing education facility or a school operated pursuant to the *School Act*, including fundraising activities to support such programs;
  - 3.1.4 a garage or yard sale that is held on a residential premises if the garage or yard sale occurs no more than six (6) days per year at the same residential address;
  - 3.1.5 a performance, concert, exhibition, entertainment or concession that is held by a charity or a non-profit; and
  - 3.1.6 a daycare or senior care business if no more than two (2) persons are being supervised or cared for by the daycare or senior care business.
- 3.2 Charities and non profits that use premises that are zoned for commercial, institutional, industrial or recreational uses under the Zoning Bylaw must register that use on the form provided by the licence inspector for that purpose with the City by December 31 of each calendar year and provide the registration number of the charity or non profit.

## **APPLICATION PROCESS**

- 4.1 Every person applying for a new licence must make the application on the form provided by the licence inspector for that purpose and provide the following information in writing on the application form:
- 4.1.1 the name, mailing address, email address, fax number and phone number of the applicant;
  - 4.1.2 confirmation whether the business is a sole proprietorship, partnership, corporation or other type of business structure;
  - 4.1.3 in the case of a sole proprietorship, the name and phone number of the sole proprietor;

- 4.1.4 in the case of a partnership, the name of all partners of the business;
- 4.1.5 in the case of a corporation, the incorporation number of the corporation and a copy of the corporation's Certificate of Incorporation and a current list of directors;
- 4.1.6 the operating name, mailing address, email address and phone number of the business;
- 4.1.7 the nature and character of the business to be carried on;
- 4.1.8 the address of the business premises;
- 4.1.9 the zone, pursuant to the Zoning Bylaw in which the business premises is located;
- 4.1.10 proof of any certification, qualification, approval, permit, licence or authorization that may be required by a federal, provincial or local authority with respect to the business, including where applicable:
  - 4.1.10.1 proof of a permit or licence issued to the business under the *Public Health Act* with a copy of the most recent inspection report issued by the health authority, if any, verifying that the business and its premises meet all regulations and requirements set out in the *Public Health Act* and associated regulations;
  - 4.1.10.2 proof of a liquor licence issued to the business under the *Liquor Control and Licensing Act* that sets out the type of liquor licence issued to the business and any endorsements or authorizations issued with the liquor licence; and
  - 4.1.10.3 proof of certification of the business under the *Private Training Act* that sets out the business's institution identification number, the name of the institution, the institution's certificate type and any history of compliance actions in respect to the institution;
  - 4.1.10.4 a fire inspection report; and
  - 4.1.10.5 any building permits issued to the business;
- 4.1.11 If the business will be carried on at a permanent building that has a fire sprinkler system installed, the applicant must provide a fire sprinkler system report conducted within the last year that confirms the fire sprinkler system is functioning;
- 4.1.12 If the business is a type of business that is required to have a fire suppression system installed at the business premises, including a food establishment business, the applicant must provide a copy of an inspection report conducted within the last year that confirms the fire suppression system is functioning;

- 4.1.13** confirmation that the applicant has not had a business licence refused, revoked, suspended or otherwise denied or terminated by the City or other local authority having authority to issue business licences under the *Community Charter* or *Local Government Act* or, in the event of any such refusal, revocation, suspension, denial or termination, the applicant must provide full particulars of:
- 4.1.13.1** the local authority involved;
  - 4.1.13.2** the date of the refusal, revocation, suspension, denial or termination; and
  - 4.1.13.3** the reasons, if given, for the refusal, revocation, suspension, denial or termination;
- 4.1.14** confirmation that the applicant has not had a certification, qualification, approval, permit, licence or authorization respecting a business owned or operated by the applicant refused, revoked, suspended or otherwise denied or terminated by a federal, provincial or local authority, or, in the event of any such refusal, revocation, suspension, denial or termination, the applicant must provide full particulars of:
- 4.1.14.1** the federal, provincial or local authority involved;
  - 4.1.14.2** the date of the refusal, revocation, suspension, denial or termination; and
  - 4.1.14.3** the reasons, if given, for the refusal, revocation, suspension, denial or termination; and
- 4.1.15** all other information as required on the application form and such other information as the licence inspector may reasonably require.
- 4.2** If a business, trade, occupation or profession is practiced by two or more persons in a partnership, the business may apply for a single licence for the entire business, trade, occupation or profession and pay one licence fee in the name of the partnership.
- 4.3** Where a business does not clearly fall into a type listed in Schedule “A” to this Bylaw, the licence inspector may process the application on the basis of the type of business most similar to the applicant’s business.
- 4.4** No person shall make any material misrepresentations on the licence application.

## **ISSUANCE OF LICENCE**

- 5.1** Upon being satisfied that a licence application meets the requirements for issuance of a licence in this Bylaw, the licence inspector may issue a licence.
- 5.2** All applications for a licence for an industry business must be approved by Council. Upon Council being satisfied that a licence application for an industry business meets the requirements for issuance of a licence in this Bylaw, Council may issue a licence.

- 5.3** No licence shall be granted unless the licence inspector or Council is satisfied on the information available that:
- 5.3.1** the zoning of the business premises permits the business activity;
  - 5.3.2** the proposed business complies with this Bylaw, other bylaws and all other enactments that are applicable to the business and its premises; and
  - 5.3.3** all licence fees, and any outstanding fees or fines owed to the City in relation to the business, or any other business operated by the same applicant, have been paid.
- 5.4** All licences issued under this Bylaw are not transferrable and shall apply only to the person to whom it was issued and no other person shall have the right to use such licence.

### **TERMS AND CONDITIONS OF ALL LICENCES**

- 6.1** A licence issued under this Bylaw is subject to every term and condition applicable to that business as stated in the licence and this Bylaw.
- 6.2** A licensee must comply with all bylaws and enactments applicable to that business as a term and condition of the licence.
- 6.3** As a term and condition of all licences, every person who carries on business at a permanent building that has a fire sprinkler system installed must provide an annual fire sprinkler system report to the licence inspector that confirms the fire sprinkler system is functioning with an application to renew a licence.
- 6.4** At the time a licence is issued or renewed, or as a term of a licence suspension, the licence inspector may impose terms and conditions with respect to a licence in relation to:
- 6.4.1** the duration of the licence;
  - 6.4.2** the hours of operation of the business; or
  - 6.4.3** any other terms or conditions reasonably related to compliance with this Bylaw or another applicable enactment.
- 6.5** Seasonal licences and temporary licences are subject to every provision of this Bylaw.

### **LICENSEE OBLIGATIONS**

- 7.1** Every licensee must keep a copy of the licence posted in a conspicuous place in the premises in respect of which the business is carried out or undertaken and for which the licence is issued. If the business is not carried on at a fixed location, the licensee must keep a copy of the licence on his or her person and must produce the licence upon request for public inspection.

- 9.1 A licence issued under this Bylaw is valid for up to one (1) year for the period starting January 1 and expiring December 31 of each year.
- 9.2 A seasonal licence issued under this Bylaw is valid for the term explicitly stated on the seasonal licence issued and must be valid for a term of less than one (1) year.
- 9.3 A temporary licence shall be valid for a term explicitly stated on the licence issued and must be valid for a term of at least one (1) day but no more than three (3) months.

## LICENCE RENEWALS

- 10.1 Every licensee must on or before December 31 of each calendar year:
  - 10.1.1 apply to the licence inspector to renew the licence on the renewal form provided for that purpose;
  - 10.1.2 pay to the City the licence fee specified for the type of business in Schedule "A" to this Bylaw;
  - 10.1.3 if a certification, qualification, approval, permit, licence or authorization required by a federal, provincial or local authority with respect to the business is subject to renewal or periodic review, provide proof that the certification, qualification, approval, permit, licence or authorization has been renewed or is otherwise still valid, including proof that a permit or licence issued to the business under the *Public Health Act* is still valid, with a copy of the most recent inspection report issued by the health authority, if any, verifying that the business and its premises meet all regulations and requirements for the business set out in the *Public Health Act* and associated regulations;
  - 10.1.4 if the business is carried on at a permanent building that has a fire sprinkler system installed, provide a fire sprinkler system report conducted within the last year that confirms the fire sprinkler system is functioning pursuant to subsection 6.3; and
  - 10.1.5 if the business is a type of business that is required to have a fire suppression system installed at the business premises, including a food establishment business, provide a copy of the most recent inspection report that confirms the fire suppression system is functioning.
- 10.2 If a licensee fails to apply to renew a licence or pay the licence fee for the year within three (3) months of December 31 of each calendar year, the licence shall be deemed no longer active and the licence inspector must cancel the licence.
- 10.3 Every applicant to renew licence must provide proof of any certification, qualification, approval, permit, licence or authorization that may be required by a federal, provincial or local authority with respect to the business as set out in subsection 4.1.10.

10.4 No person shall make any material misrepresentations on an application to renew a licence.

10.5 Seasonal licences and temporary licences are not renewable.

## **INSPECTIONS**

11.1 Subject to section 16 of the *Community Charter*, the licence inspector or a bylaw enforcement officer may enter and inspect any premises, related facilities or vehicles, whether or not a licence has been issued for the premises, facilities or vehicles, at a reasonable time to inspect and determine whether the provisions of this Bylaw or a term or condition of the licence are being complied with.

11.2 The licence inspector may request a licensee to provide proof of any certification, qualification, approval, permit, licence or authorization that may be required by a federal, provincial or local authority with respect to the business at a reasonable time to determine whether the provisions of this Bylaw or a term or condition of the licence are being complied with.

## **REFUSALS, SUSPENSIONS OR CANCELLATIONS OF LICENCES**

12.1 The licence inspector or Council may refuse to issue, refuse to renew, suspend or cancel a licence at any time when the licence inspector or Council is satisfied that:

12.1.1 an applicant or licensee is not in compliance with this Bylaw or a term or condition of the licence applicable to the business;

12.1.2 the applicant or licensee would violate or violated any other bylaw or enactment;

12.1.3 the licensee ceases to meet the lawful requirements to carry on the business;

12.1.4 the applicant or licensee, or a director or associate of the applicant or licensee if involved in carrying on the business or is, in the estimation of the licence inspector, likely to be involved in carrying on the business, has had a certification, qualification, approval, permit, licence or authorization refused, revoked, suspended, denied or terminated by a federal, provincial or local authority with respect to a business carried on or proposed to be carried on by the applicant or licensee;

12.1.5 the applicant or licensee owes any outstanding fees or fines to the City in relation to the business or the business premises; or

12.1.6 for other reasonable cause pursuant to the *Community Charter*.

12.2 The licence inspector or Council may refuse to issue, refuse to renew or suspend a licence until the licence inspector is provided evidence and is satisfied that the reason for refusing to issue, refusing to renew or suspend the licence has been remedied.

- 12.3** When exercising the authority to refuse to issue, refuse to renew, suspend or cancel a licence, the licence inspector or Council may consider any information available to him or her in respect of that business, the applicant, the licensee, or a director or associate involved in carrying on the business, or is, in the estimation of the licence inspector, likely to be involved in carrying on the business, provided to him or her by another public body or is available to the public in respect of that business, the applicant or the licensee, or the director or associate that is involved or likely involved in carrying on the business.
- 12.4** The decision of the licence inspector to refuse to issue, refuse to renew, suspend or cancel a licence must be made in writing and served on the applicant or licensee by person or by mail to the address given by the applicant or licensee on the application for the licence.
- 12.5** A notice of the suspension or cancellation of a licence may be posted by the City upon the premises for which the licence was issued and such notice must not be removed until the licence is reinstated, the former licensee ceases to occupy the premises, or a new business other than the one carried on by the former licensee is started at the premises.

### **APPEAL TO COUNCIL**

- 13.1** An applicant or licensee who wishes Council to reconsider the licence inspector's decision to refuse to issue, refuse to renew, to suspend or to cancel a licence must, within ten (10) business days of the date of the refusal, suspension or cancellation, deliver to the City's Corporate Officer a written request stating the grounds upon which the request is based.
- 13.2** Upon receipt of a written request, the City's Corporate Officer must refer the request made under subsection 13.1 to a regular or special Council meeting, and notify the applicant or licensee of the time and place at which Council will reconsider the decision of the licence inspector.
- 13.3** On request by the applicant or licensee, Council shall give written reasons for its decision to uphold a decision of the licence inspector to suspend, revoke, or refuse to issue a licence.

### **SPECIFIC LICENCE REQUIREMENTS**

#### **14.1 Farmers' Market –**

- 14.1.1** No person shall hold a farmers' market in the City without holding a valid and subsisting licence issued under this Bylaw and all vendors selling or offering for sale goods and services at the farmers' market have valid and subsisting licences issued under this Bylaw.
- 14.1.2** A person holding a farmers' market may apply for a single licence for the farmers' market and pay one licence fee in the name of all the vendors selling or offering for sale goods and services at the farmers' market.

- 14.1.3** Every person who wishes to hold a farmers' market must submit at the time of application for a licence for the farmers' market:
- 14.1.3.1** a list of all the vendors who will be selling or offering for sale goods or services at the farmers' market that sets out the types of goods and services offered by each vendor; and
  - 14.1.3.2** proof that all vendors intending to sell food products at the farmers' market has complied with any conditions, restrictions or requirements of the City or the health authority.
- 14.1.4** As a term and condition for all licences issued for farmers' markets, every person holding a farmers' market must provide to the licence inspector an updated list of all vendors selling or marketing goods and services at the farmers' market when a new vendor is added to the list of vendors.
- 14.1.5** Every person holding a farmers' market must operate the market for two (2) or more hours per day the market is open for business and must hold a minimum of four (4) markets per year.
- 14.2 Food Establishment** – Every person carrying on as a food establishment business must submit, at the time of each application for a licence renewal, the most recent copy of:
- 14.2.1** the inspection report conducted by the health authority verifying that the premises meets all requirements set out in the *Food Premises Regulation* under the *Public Health Act*;
  - 14.2.2** if the business will be carried on at a permanent building that has a fire sprinkler system installed, the applicant must provide a fire sprinkler system report conducted within the last year that confirms the fire sprinkler system is functioning pursuant to subsection 6.3; and
  - 14.2.3** if the business is a type of business that is required to have a fire suppression system installed at the business premises, the applicant must provide an annual inspection report that confirmed the fire suppression system is functioning.
- 14.3 Health Inspections** – Every person carrying on a business that may be subject to an inspection under the *Public Health Act* must submit, at the time of each application for a licence renewal, the most recent copy of the inspection report issued by the health authority, if any, including the following types of businesses that may be subject to an inspection under the *Public Health Act*:
- 14.3.1** barbershops, hair salons or other salon businesses;
  - 14.3.2** health spas or massage parlours;
  - 14.3.3** tattoo shops or other body piercing and body modification businesses;



**Schedule "A" – City of Greenwood Business Licence Fees**

<b>Type of Business</b>	<b>Licence Fee</b>
Bank/Credit Union	100.00
Contractor	40.00
Home-Based Business	40.00
Industry with up to 10 employees	50.00
Industry with more than 10 employees	100.00
Market	40.00
Non-Resident	40.00
Multiple Businesses	60.00
Resident Business (0-100 sq meters)	40.00
Resident Business (101-300 sq meters)	40.00
Resident Business (301-600 sq meters)	40.00
Resident Business (301-600 sq meters)	40.00
Resident Business (601-2500 sq meters)	40.00
Resident Business (over 2500 sq meters)	60.00
Room Rentals up to 10 units	40.00
Room Rentals over 10 units	60.00
Secondary Suites	40.00
Special Events	40.00
Temporary Licence	15.00
Unclassified	40.00

**Schedule “B” – City of Greenwood Fines & Municipal Tickets**

<b>Offence</b>		<b>Fine</b>
Failure to Obtain a Business Licence	First Offense	\$50.00
	Second Offense	\$100.00
Failure to Disclose the True and Correct Nature of the Business / Cancellation of Business Licence		\$100.00
Failure to Disclose True and Correct Information regarding the Business, its Certifications and its Pending Investigations concerning any business licenses or criminal proceedings in Canada		\$100.00
Failure to Supply Yearly Inspection Reports (if requested)		\$50.00
Failure to Present Business License for Public Inspection		\$20.00
Canvassing or Soliciting on a Street Without License		\$30.00
Unlicensed Occupied Recreational Vehicles used as a Permanent Residence	First Offense	\$100.00
	Second Offense	\$500.00
	Third Offense	\$1000.00

**Schedule "C" – City of Greenwood Policy regarding sandwich board signs in the downtown core**

The City of Greenwood  
Policy regarding sandwich board signs in the downtown core

Index No. 5350-01

POLICY

Sandwich board signs will be permitted in the Commercial One Zone if the procedures of this policy are complied with.

PROCEDURES

1. If the sandwich board sign complies with all of the following requirements:
  - a. abuts the building or property line. They are not allowed on the curb.
  - b. does not impede the mobility of pedestrian traffic,
  - c. is removed at night and when the business is closed,
  - d. is not be erected until the City has cleared the snow from the sidewalk,
  - e. does not exceed 30 inches wide x 48 inches high (a six inch "Open" tab is permitted.), and
  - f. does not interfere with a driver's line of site when situated on a corner lot,then it is permitted in the Commercial One Zone of the City of Greenwood.
2. There will be a maximum of one sign per business establishment.
3. **Line of sight**
  - a. A sandwich board sign cannot interfere with the line of sight at an intersection. The minimum guidelines for this:
    - i. the sign would have to be placed 10 feet away from intersection as measured from the corner of the building or the corner of the property.

Approved by Council at a Special Meeting on Monday, December 4, 2000

*G. A. Jenke*  
*Administrator*

14.3.4 sauna or steam bath businesses;

14.3.5 other types of businesses that provide a service to or on the body of another person that are subject to the *Regulated Activities Regulation*; or

14.3.6 any other type of business that may be regulated under a regulation of the *Public Health Act*.

**14.4 Mobile Vendor –**

14.4.1 No person shall carry on business as a mobile vendor on City-owned property unless the person has the written consent of Council to carry on business at that location, which consent must be provided upon request by the licence inspector.

14.4.2 No person shall carry on business as a mobile vendor on any property that is not owned by the City unless the use is permitted pursuant to the Zoning Bylaw and the person has the written consent of the property owner, which consent must be provided upon request by the licence inspector.

**14.5 Motor Dealer –** Every person carrying on business as a Motor Dealer as defined in the *Motor Dealer Act* must:

14.5.1 submit to the licence inspector at the time of application for a licence a copy of the Motor Dealer's certificate of registration issued under the *Motor Dealer Act*; and

14.5.2 provide a copy of the Motor Dealer's current certificate of registration issued under the *Motor Dealer Act* to the licence inspector upon reasonable request.

**14.6 Recreational Vehicle Accommodation –** Every person carrying on the business of recreational vehicle accommodation must not rent or otherwise provide spaces for recreational vehicles to park unless:

14.6.1 the recreational vehicle is registered and licensed pursuant to the *Motor Vehicle Act*, or is otherwise permitted to be used or operated on a highway pursuant to the *Motor Vehicle Act*;

14.6.2 the recreational vehicle is able to be driven or otherwise operated on a highway; and

14.6.3 the recreational vehicle is not being used as a place of residence for any person on the premises.

**14.7 Rental Units –** No person shall carry on the business of providing a rental unit unless the rental unit is a permitted use in accordance with the Zoning Bylaw and the person holds a valid and subsisting licence issued under this Bylaw for the business.

**14.8 Sandwich Boards or Marketing Boards** – No person shall place, or permit to be placed, a sandwich board or similar marketing board on a City sidewalk or another public place unless the person adheres to the City’s Sandwich Board Policy, Index No. 5350-01 as approved by the City’s Council on Monday, December 4, 2000, a copy of which is attached as Schedule “C” to this Bylaw.

**14.9 Special Event –**

**14.9.1** No person shall hold a special event on City-owned property without a temporary licence issued under this Bylaw for the special event and all businesses, including mobile vendors, selling or offering for sale goods or services at the special event have valid and subsisting licences issued under this Bylaw.

**14.9.2** A person holding a special event may apply for a single licence for all the businesses, including mobile vendors, participating in the special event in the name of all of the businesses.

**14.9.3** No person may hold a special event on City-owned property without written consent from Council.

**14.9.4** Every person wishing to hold a special event on City-owned property must submit at the time of application for the temporary licence for the special event:

**14.9.4.1** proof that the person has obtained and will maintain commercial general liability insurance that includes a cross-liability clause and names the City as an additional insured; and

**14.9.4.2** proof that the person has written consent from Council to hold the special event on City-owned property.

**14.9.5** A temporary licence issued under this Bylaw for a special event shall be valid for the term explicitly stated on the licence issued.

**14.10 Vehicles for Hire** – No person shall operate, or permit to be operated, in the City a commercial passenger vehicle unless such commercial passenger vehicle is duly licensed under the *Passenger Transportation Act*.

**14.11 Vending on City Streets** – No person shall advertise, solicit or carry on business in relation to a business, or permit or cause any other person to advertise, solicit or carry on business in relation to a business on City-owned property, including City sidewalks or City parks, unless the terms of the licence issued under this Bylaw explicitly authorize the person to advertise, solicit or carry on business in relation to the business on City-owned property.

**BYLAW VIOLATIONS AND PENALTIES**

**15.1** No person shall obstruct the licence inspector or a bylaw enforcement officer from fulfilling his or her duties under this Bylaw.

- 15.2** Every person who:
- 15.2.1** contravenes any of the provisions of this Bylaw;
  - 15.2.2** causes, permits or allows any act or thing to be done in contravention or violation of any of the provisions of this Bylaw; or
  - 15.2.3** neglects or refrains from doing anything required to be done by any of the provisions of this Bylaw
- commits an offence of this Bylaw and is liable on summary conviction to a fine or penalty of up to \$10,000 for each offence.
- 15.3** Each day such offence continues is deemed to constitute a separate offence, and separate fines, and municipal tickets each not exceeding the maximum fine for that offence, may be imposed for each day or part thereof in respect of which the offence occurs or continues.
- 15.4** The offences listed in Column 1 of Schedule “B” to this Bylaw may be enforced by means of a municipal ticket for the fine listed in Column 3 of Schedule “B”.

**GENERAL**

- 16.1 Severability** – If any portion of this Bylaw is held to be invalid by a court of competent jurisdiction, it shall be severed from the Bylaw and the remaining portions shall remain in full force and effect as if the Bylaw had been enacted without the invalid portion.
- 16.2 Citation** – This Bylaw may be cited as “Business Licence Bylaw No. 924, 2018”.
- 16.3 Repeal** – This Bylaw repeals and replaces Business Bylaw Number 891, 2015 and all amending bylaws.

Read a first time this	22 <sup>nd</sup>	day of January	2018
Read a second time this	13 <sup>th</sup>	day of February	2018
Read a third time this	12 <sup>th</sup>	day of March	2018
FINALLY ADOPTED this	14 <sup>th</sup>	day of March	2018



Mayor



Corporate Officer

Certified a true copy of Bylaw No. 924, 2018

on the 14<sup>th</sup> day of March , 2018.

Business Licence Bylaw No. 924, 2018

**LEASE EXTENSION AGREEMENT**

**THIS AGREEMENT** dated for reference, the 19<sup>th</sup> day of January, 2024

BETWEEN

**CITY OF GREENWOOD**

PO Box 129  
Greenwood, British Columbia V0H 1J0

OF THE FIRST PART  
(The "Landlord")

AND

**BRITISH COLUMBIA EMERGENCY HEALTH SERVICES**

c/o PROVINCIAL HEALTH SERVICES AUTHORITY  
Suite 200 – 1333 West Broadway  
Vancouver, British Columbia V6H 4C1

OF THE SECOND PART  
(The "Tenant")

**WHEREAS:**

- A.** Pursuant to a lease dated February 1, 2019 (the "Lease"), the Landlord leased to the Tenant certain premises, consisting of approximately **630 square feet**, (the "Original Premises") as defined in the Lease, more commonly known as **201 Government Street**, Greenwood, B.C., for a term of **two (2) years**, commencing **April 1, 2019** and ending **March 31, 2021**;
- B.** The Tenant and Landlord agreed to relocate the Original Premises to **101 Deadwood Street**, Greenwood, B.C. consisting of approximately        square feet as shown on Schedule A-1, attached hereto (the "Relocated Premises") for a holdover term of **three (3) years**, commencing **April 1, 2021** ending **March 31, 2024** (the "First Extension Term");
- C.** The Landlord and the Tenant have agreed to further amend certain terms of the Lease to provide for the Relocated Premises and a further extension of Lease on the terms and conditions set out herein.

THEREFORE, in consideration of the rents, covenants, agreements and conditions contained herein, the parties agree that the Lease shall be amended effective **April 1, 2024** as follows:

**1. Term**

The Landlord and Tenant hereby agree to extend the Lease for an additional term of **five (5) years** commencing on the **1<sup>st</sup>** day of **April, 2024** and ending on the **31<sup>st</sup>** day of **March, 2029** (the "Second Extension Term").

**2. Base Rent**

The Annual Base Rent (as defined in the Lease) hereinafter referred to as "Base Rent" for the Second Extension Term shall be **\$7.43C per square foot, per annum**, or \$ \_\_\_\_\_ per annum or \$ \_\_\_\_\_ per month, plus applicable taxes.

**3. Parking**

The Landlord will make available to the Tenant, for use by it and its subtenants and licensees and their respective employees, customers, agents and invitees, the parking shown on Schedule A-1, attached hereto and ~~cross-hatched~~, at no additional cost to the Tenant.

**4. Option to Extend**

The Landlord and Tenant agree that the Tenant still has **one (1)** option to extend the Lease upon the terms and conditions as follows:

- (a) Commencing on the expiration of the Second Extension Term hereof, the Tenant may extend this Lease for an additional term of **five (5)** years (hereinafter called the "**Third Extension Term**") at a Base Rent to be negotiated at the time of extension and before the expiration of the Second Extension Term. The Base Rent shall be determined based on fair market value of the Premises and otherwise the Lease shall be extended upon the same terms and conditions as contained herein, save that of this right of extension. If the parties hereto cannot agree upon the Base Rent for the Third Extension Term before the expiration of the Second Extension Term, the parties agree to resort to binding Arbitration and the Base Rent will be predicated upon the current market value rentals for comparable space including Tenant Improvements substantially similar to any then forming part of the Premises and paid for by the Landlord (but not including any Tenant Improvements paid for by the Tenant, either directly or by way of reimbursement paid to the Landlord (whether as a lump sum or over a period of time) or any property of the Tenant).
- (b) The Tenant may exercise its option to extend only by delivering to the Landlord written notice of its intention to exercise such option not later than THREE (3) months immediately preceding the last day of the Second Extension Term. The current market value rental referred to above will be determined as of that day which is three (3) months immediately preceding the last day of the Second Extension Term.
- (c) The monthly Base Rent payable during each Extension Term until the Base Rent for that Extension Term is determined will be the same monthly Base Rent as was payable in the last month of the immediately preceding term. Upon the determination of the Base Rent payable in any Extension Term, the new Base Rent will be applied retroactively to the commencement of that Extension Term and any amount owing by either party to the other by virtue of this retroactive application will be paid within thirty (30) days of the determination of the Base Rent for that Extension Term.

**5. Notices (if update is required)**

Section 1.1(a) and (b) of the Lease is hereby deleted and replaced with the following:

"1.1(a) Landlord's: Address for Notices:	City of Greenwood _____ _____, British Columbia V_____ _____ Attention: _____
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1.1(b) Tenant's: Address for Notices:	c/o Provincial Health Services Authority Suite #200 – 1333 West Broadway Vancouver, British Columbia V6H 4C1  Senior Director, Facilities Management"
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**AND**



Section 12.1 of the Lease is hereby deleted and replaced with the following:

"Any notice, demand, request or other instrument which may be or is required to be given under this Lease will be in writing, and will be delivered in person via registered mail postage prepaid, by courier delivery and by electronic mail, and will be addressed to the address as set out directly above in respect of the Landlord and the Tenant, each respectively. Every such notice delivered as aforesaid will be deemed to have been received on the date of delivery, and any notice mailed will be deemed to have been received seventy-two (72) hours after the date it was postmarked. If normal mail service is impaired at the time of sending a Notice, then personal delivery or delivery by electronic mail will be the only delivery methods acceptable."

**6. Schedule B**

Schedule B is hereby deleted and replaced with Schedule B-1 attached hereto.

**7. Interpretation**

All other terms and conditions are to remain the same as the Lease, except as modified herein or by any supplemental agreement recited herein, and the Lease is hereby ratified and confirmed. Wherever the singular or masculine is used in this agreement, the same shall be deemed to include the plural or the feminine or the body corporate.

**8. Binding Effect**

This agreement and everything herein contained will enure to the benefit of and be binding upon the successors and assigns of the Landlord and its heirs, executors and administrators and the successors and permitted assigns of the Tenant. If the Landlord is comprised of more than one person or entity, then each such person and entity is jointly and severally bound by the representations, warranties, agreements and covenants of the Landlord herein and any notice given or deemed to have been given at any time to any such person or entity will be deemed to have been given at the same time to each other such person and entity.

**9. Counterpart Signing**

This Lease may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All of these counterparts will for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatories to the same counterpart. A fax transcribed copy, photocopy or electronically transmitted (.pdf) copy of this agreement executed by a party in counterpart or otherwise will constitute a properly executed, delivered and binding agreement or counterpart of the executing party.

IN WITNESS WHEREOF, the duly authorized signatories of the Tenant and the Landlord have executed this agreement.

**LANDLORD:**

**City of Greenwood:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

I have the authority to bind the Landlord

**TENANT:**

**British Columbia Emergency Health Services:**

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Signature, Authorized Representative

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Print Name and Title

Authorized Signatory

**SCHEDULE "A-1"**  
**Relocated Premises**

**SCHEDULE "B-1"**

(A) ITEM	(B) To Be Provided by Landlord, Cost Included in Annual Base Rent	(C) To Be Provided by Landlord, Cost Borne by Tenant	(D) To Be Provided by Tenant, Cost Borne by Tenant	(E) Does Not Apply
<b>CLEANING – Common Area</b>				
Janitorial Service and Supplies				X
Window Cleaning Interior				X
Window Cleaning Exterior				X
<b>CLEANING – Premises</b>				
Janitorial Service and Supplies			X	
Window Cleaning Interior			X	
Window Cleaning Exterior			X	
<b>COMMON AREA MAINTENANCE</b>				
Maintenance of Common Area				X
Snow Removal	X			
Redecoration and Refurbishment of Common Area				X
Ambulance Bay Drain Cleaning & Clearing				
Landscaping	X			
<b>HVAC – Bay Area</b>				
Minor HVAC Repairs	X			
<b>ELEVATOR</b>				
Minor Elevator Repairs				X
<b>ELECTRICAL</b>				
Lamp and Tube Replacement-Premises	X			
Lamp and Tube Replacement-Common Areas				X
<b>NON-ENERGY UTILITIES</b>				
Garbage Removal	X			
Water and Sewage	X			
Recycling Program				X
<b>FUELS</b>				
Heating and Cooling – Premises	X			
Heating and Cooling – Common Areas				X
<b>ELECTRICITY</b>				
Electricity- Premises	X			
Electricity – Common Area				X
<b>INSURANCE</b>				
Fire and Extended Coverage Perils P.L. and P.D.	X			
Tenant Improvements	X			
<b>MANAGEMENT AND ADMIN</b>				
Management and Admin				X
<b>SECURITY SYSTEMS</b>				
Building Systems – Equipment and Monitoring	X			
Premises – Equipment and Monitoring	X			
<b>FIRE AND SAFETY</b>				
Building	X			
Premises			X	
<b>TENANT IMPROVEMENTS</b>				
Tenant Improvements (Schedule D)				X
Premises Maintenance	X			
<b>TAXES</b>				
Taxes (No Property Tax is payable)				
<b>PARKING</b>				
Parking Rent	X			
<b>OTHER</b>				
Overhead Door Maintenance				
Overhead Door Repair				



## *The Village of Midway* **Fire & Rescue Services**

661 Eighth Avenue, Midway, British Columbia, PO Box 160, V0H 1M08  
Telephone: (250) 449-2206 Fax: (236) 354-8011

*From the Office of the Fire Chief*

February 6, 2024

City of Greenwood  
PO Box 129  
Greenwood, BC, V0H 1J0  
Attn: Mayor and Council

Dear Mayor and Council,

Midway Fire and Rescue department is in need of new equipment to assist with their Road Rescue service. The purchase of an electric cutter is for Road Rescue Vehicle Extrication. The purchase of battery-operated unit will allow us to access long distance MVA events (such as over an embankment) without being tied to a hose system, which is restrictive. This tool will provide much faster response and will ultimately assist in saving more lives as responders can get there more readily. The purchase of the Cutter will mean that we will have an electric cutter on both apparatus, providing a backup when we have multiple MVA's, that will give us the ability to perform vehicle extrication and patient rescue in locations that lined tools would not reach.

The Rescue service jurisdiction goes as far as Eholt to the East, Carmi and 62km up Christian Valley to the North and to the Canyon Bridge to the West. This tool will serve the entire West Boundary area and all of those who travel through year-round.

The total cost of the equipment is in excess of \$22,000 after PST. We are requesting a donation of \$6,000 from the City of Greenwood to help assist with this purchase.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Daloise", is written over a light blue horizontal line.

Michael Daloise  
Fire Chief  
[firechief@midwaybc.ca](mailto:firechief@midwaybc.ca)

*Don't train until you get it right, train until you can't get it wrong*

# The Corporation of the City of Greenwood

## FINANCE

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### GRANT IN AID

### POLICY # 1850-01

**PURPOSE:** This policy is intended to provide guidance in the processing of applications for Grants in aid. A grant in aid is a means for Council to support organizations within the community which further Council's objectives of enhancing quality of life (economic, social, cultural) and delivering services economically. There is no obligation on the part of Council to approve these grants.

**POLICY:** During the development of the Financial Plan, Council will review the estimate annual amount of revenue to forecast whether or not the budget will allow these grants following year.

**Preamble:** The Corporation of the City of Greenwood may support voluntary non-profit organizations within the limits set by the Annual Operating Budget in the following for the ways:

1. By providing a grant in aid to the non-profit organizations that provide benefits for the public, and are subject to annual review by the Council.

### ELIGIBILITY REVIEWS

Notwithstanding the method and /or level of support given to any voluntary non-profit organization in any year, all organizations shall be subject to an annual eligibility review, which shall consist of a request for assistance in writing, answering questions 10 thru 17 of the original application.

# The Corporation of the City of Greenwood

## Policy – Grant in Aid

### APPLICATION PARAMETERS:

The following regulations must be adhered to by non-profit organizations applying for direct or indirect assistance from the City:

1. Only non-profit Organizations meeting the requirements are eligible for Grants.
2. All grants must be applied for in writing using the Grant application Form provided. All applicants must complete the entire application. Subsequent applications will receive one reminder notice with a list of questions to answer as outlined in the application a review process.
3. A Revenue and Expenditure Budget Statement for ensuing year must accompany all requests for grants. In specific instances, Council may require that the organizations be audited.
4. Grants are subject to availability of funds in the City's annual budget.
5. All Requests must outline details of efforts made by the non-profit organization to work towards self- sufficiency.
6. Organizations that propose to turn a portion of the grant received over to other organizations are not eligible.
7. All requests must provide aims and objectives to determine if there are overlaps with a similar agency or if a uniting of agencies for a similar purpose could occur. Such determination to be investigated by staff and recommended to the Finance Committee.
8. Requests for grant in aid for organizations whose facilities are outside the boundaries of The City of Greenwood will not be considered.

# The Corporation of the City of Greenwood

## Policy – Grant in Aid

### APPLICATION REVIEW PROCESS:

- 1 The Finance Committee or the Council in Committee of the Whole will receive and evaluate all applications to determine whether the applicant meets all criteria and provides benefit to the citizens of Greenwood. Sections 10 thru 17 of the application will form the basis of a decision. A summary of grant in aid, grants in lieu of taxes and permissive tax exemptions allowed in the previous year will be included as information.
- 2 The Committee will recommend to Council the extent of assistance and identify constraints that should be on the funding.
- 3 Final approval on all applications will be confirmed by 2/3 majority of the Council at a regular Council meeting.

### GENERAL REVIEW PROCESS:

- 1 Council, may from time to time have informational referendums to gauge public opinion on the matter of providing grant in aid to various organizations.
- 2 A general review of the policy may be undertaken:
  - A. If the financial situation of the municipality should materially change, or
  - B. If the Council receives a petition that represents between 5% and 50 of eligible electors requesting such a review. Elector's eligibility will be pursuant to the Local Government Act.
- 3 All previous resolutions and/or policies governing the matter of grant in Aid are hereby rescinded.



# The Corporation of the City of Greenwood

## Policy – Grant in Aid

- 1.) DATE: February 6, 2024
- 2.) NAME OF GROUP: Midway Fire and Rescue
- 3.) MAILING ADDRESS: PO Box 160, Midway, BC, V0H 1M0
- 4.) CIVIC ADDRESS: 661 Eighth Avenue, Midway, BC
- 5.) LEGAL DESCRIPTION: \_\_\_\_\_
- 6.) TAX FOLIO #: \_\_\_\_\_ TAX YEAR: \_\_\_\_\_
- 7.) CONTACT PERSON: Michael Daloise - Fire Chief/Emergency Program Manager
- 8.) PHONE # 250-449-2206
- 9.) LIST OF EXECUTIVE MEMBERS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 10.) GROUPS AIMS AND OBJECTIVES: To provide expedient, skilled , removal of persons involved in motor vehicle collisions  
\_\_\_\_\_  
\_\_\_\_\_
- 11.) OUTLINE SERVICES PROVIDED TO OUR COMMUNITY: MFR provides auto extrication services to Greenwood residents and the travelling public from Carmi in the north, to Canyon bridge in the west, and to Eholt in the east. Incidents between these points would have the road rescue team respond from Midway  
\_\_\_\_\_  
\_\_\_\_\_
- 12.) OUTLINE DETAILS OF EFFORTS MADE BY YOUR ORGANIZATION TO WORK TOWARDS SELF-SUFFICIENCY: Funding for the road rescue team to operate, purchase fuel and equipment, and training costs come from cost recover through EMCR and grants. This funding mostly covers fuel and some maintenance.  
\_\_\_\_\_  
\_\_\_\_\_
- 13.) IS THE FUNCTION OF YOUR ORGANIZATION:
  - A. REGIONAL IN NATURE Yes
  - B. TO SERVE THE GREENWOOD AND AREA Yes
  - C. TO SERVE THE GREENWOOD AREA ONLY No
- 14.) HAS YOUR GROUP RECEIVED GRANTS AND /OR TAX EXEMPTIONS FROM THE City in the past two (2) years? No amount of grant/tax exemption \_\_\_\_\_
- 15.) HAS YOUR GROUP EVER RECEIVED SUPPORT IN ANY FORM FROM THE City of Greenwood (grant in aid, services in kind, free use of facilities etc.) Yes  
\_\_\_\_\_

16.) HAS YOUR GROUP RECEIVED GRANTS FROM OTHER SENIOR GOVERNMENTS  
(FEDERAL/PROVINCIAL) LOCAL GOVERNMENT, CROWN AGENCIES, REGIONAL DISTRICTS, ETC

NAME OF CONTRIBUTOR: RDKB  
YEAR: 2024  
AMOUNT RECEIVED: \$5000

NAME OF CONTRIBUTOR: Village of Midway  
YEAR: Annually  
AMOUNT RECEIVED: \$8000

NAME OF CONTRIBUTOR: \_\_\_\_\_  
YEAR: \_\_\_\_\_  
AMOUNT RECEIVED: \_\_\_\_\_

NAME OF CONTRIBUTOR: \_\_\_\_\_  
YEAR: \_\_\_\_\_  
AMOUNT RECEIVED: \_\_\_\_\_

17.) APPLICATIONS MUST BE ACCOMPANIED BY THE FOLLOWING INFORMATION:

A. THE GROUPS MOST RECENT FINANCIAL STATEMENT

**Please forward application to:** THE CITY OF GREENWOOD  
PO BOX 129  
202 GOVERNMENT AVE. S.  
GREENWOOD, BC  
VOH 1J0

Attach any additional information, which would assist in the evaluation of your request for Grant in Aid.

ON BEHALF OF THE GROUP, I/WE HEREBY DECLARE THAT ALL THE INFORMATION PRESENTED AND/OR PROVIDED WITH THIS APPLICATION IS TRUE & CORRECT.

Dated at the City of Greenwood, in the Province of British Columbia, the 6th day of February, 20 24

Signature: Michael Daloise  
Name: Michael Daloise  
Position: Fire Chief/Emergency Program Manager  
Address: 661 Eighth Avenue, Midway, BC  
Phone#: 250-449-2206