CITY OF GREENWOOD

Regular Council Meeting

Council Chambers – Greenwood City Hall – 202 S. Government Ave.
Monday, March 25, 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.

AGENDA

1. **Call to Order**

2. **Land Acknowledgement**

3. **Adoption of Agenda:** March 25, 2024 Regular Council Meeting Agenda

RECOMMENDATION:
THAT the Regular Council Meeting agenda be adopted.

4. **Adoption of the Minutes**

   a. March 11, 2024 Regular Meeting Minutes — Page 5-8

RECOMMENDATION:
THAT the Regular Council Meeting Minutes of March 11, 2024 be adopted.

5. **Delegation**

   a. Brenda Jackson – Supply Chain/ Presentation. — Page 9
   b. Len Lobsinger – Mobile Vendors/ Food Vendors/ Business Update — Page 10

RECOMMENDATION:
THAT Council thank the delegates and refer them to administration for further follow-up.

6. **Correspondence for Information**

   a. Planned Rail Trail Maintenance Work 2024 & 2025. — Page 11
   b. Memo to Council - Ministry of Environment and Climate Change Strategy — Page 12-24
   c. Memo to Council – FireSmart Emergency Management — Page 25-31

RECOMMENDATION:
THAT Council accept items a through b. as correspondence for information.

7. Correspondence for Action

a. Emergency & Disaster Management Act Implementation Agreement Page 32-50

RECOMMENDATION:
THAT Council sign the Emergency and Disaster Management Act Implementation – Indigenous Engagement Contribution Agreement.

RECOMMENDATION:
THAT Council support the regional pooling approach proposed by RDKB for implementation of the Emergency and Disaster Management Act Implementation – Indigenous Engagement Contribution Agreement.

b. RCMP Concern – Public Record Page 51-52

RECOMMENDATION:
THAT Council direct administration to forward letter to the RCMP detachment in Midway, BC.

c. Memo to Council – CAO Attendance at LGMA. Page 53

RECOMMENDATION:
THAT Council Approves the CAO, Dean Trumbley to attend the 2024 LGMA Conference June 11–13th in Victoria, BC.

RECOMMENDATION:
THAT Council Motion not to have CAO, Dean Trumbley attend the 2024 LGMA Conference June 11-13th in Victoria, BC.

d. Memo to Council – CAO & CO Attendance at Rocky Mountain/West Kootenay Boundary Joint LGMA Chapter Conference. Page 54-57

RECOMMENDATION:
THAT Council Approves the CAO, Dean Trumbley and Acting CO, Brooke McCourt to attend the 2024 Rocky Mountain/West Kootenay Boundary Joint LGMA Chapter Conference April 24-26 in Nelson, BC.

RECOMMENDATION:
THAT Council Approves the Acting CO, Brooke McCourt to attend the 2024 Rocky Mountain/West Kootenay Boundary Joint LGMA Chapter Conference April 24-26 in Nelson, BC.

RECOMMENDATION:
THAT Council Motion not to have the CAO, Dean Trumbley and the Acting CO, Brooke McCourt attend the 2024 Rocky Mountain/West Kootenay Boundary Joint LGMA Chapter Conference April 24-26 in Nelson, BC.

e. Memo to Council – Board of Trade Building Restoration Project 2024. Page 58-61

RECOMMENDATION:
THAT Council Approve the Board of Trade Building Restoration Project 2024 for the restore and repurpose of 2 City owned buildings in Lions Park and for the Board of Trade to utilize them as storage going forward.

8. Councillor's Reports

9. Mayor's Report

10. Administrator's Report None.

11. Accounts Payable Report Process being revised.

12. New and Unfinished Business

a. Memo to Council – Board of Trade Review Page 62-76

RECOMMENDATION:
THAT Council provide permission for CO McCourt and CAO Trumbley to have a meeting with the Greenwood Board of Trade to discuss the two options available to continue working relationship between the City of Greenwood and the Greenwood Board of Trade.

a. CAO Trumbley and CO McCourt report back to the Mayor and Council on direction requested by the Greenwood Board of Trade for the Councils consideration.

b. City of Greenwood – One Employee Policy Page 77-78

RECOMMENDATION:
THAT Council accept the City of Greenwood CAO – One Employee of Council Policy (2024-06).

d. Grant in Aid Request – Village of Midway Fire Department Page 79-85

RECOMMENDATION:
THAT Council grant the Village of Midway Fire & Rescue Services a Grant in Aid for a total of $4000.00 which is $2000.00 for this year and $2000.00 for last year as the Grant in Aid request was missed last year.

e. Monthly Council Meeting Trail

RECOMMENDATION:
THAT Council grant a 6 month trial period for the City of Greenwood to only have Regular Council Meetings once a month instead of twice a month.

13. Bylaws

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)

17. Adjournment

CITY OF GREENWOOD
Minutes of the Regular Meeting of Council held on March 11, 2024

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/ J. McLean
THAT the March 11, 2024 regular council agenda be adopted as amended to add item (g) "Resolution for Support on Local Government Development Approvals Grant Application" under New and Unfinished Business.

(59-24) **Carried**

ADOPTION OF MINUTES

Motion: J. McLean/ C. Rhodes
THAT the minutes of February 26, 2024 Regular Council Meeting be adopted as amended to change from "every two months" to "twice a month" under Coffee with Council discussion.

(60-24) **Carried**

DELEGATION

Council thanked Bruce Jepsen for his delegation regarding bringing forward concern about the City not having clear Bylaws outlining regulations for Mobile Food Vendors within the City.

CORRESPONDENCE FOR INFORMATION

Motion: C. Rhodes/ C. Huisman
THAT Council accept correspondence a. through d. as information.

(61-24) **Carried**

Discussion on looking at getting CAO, Trumbley booked in for the LGMA 2024 Conference.

CAO, Trumbley let Mayor and Council know he would get a report of cost and budget to them to review before any decision is made.

CORRESPONDENCE FOR ACTION

Motion: G. Shaw/ C. Rhodes
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.

(62-24) **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 – On File

ADMINISTRATION REPORT: CAO Report

Motion: C. Rhodes/ C. Huisman
THAT Council receives the reports as information.

(63-24) **Carried**

ACCOUNTS PAYABLE REPORTS **None.**

NEW AND UNFINISHED BUSINESS

a. Personal & Confidential Information Policy (2024-05).

Motion: G. Shaw/ C. Huisman
THAT Council accept the Personal & Confidential Information Policy (2024-05).

(64-24) **Carried**

b. Memo to Council – Business Licence Bylaw No. 924, 2018.

Motion: C. Huisman/ C. Rhodes
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).

(65-24) **Carried**

c. One Employee Policy.

Deferred until next Meeting.
Council will review a draft version of the "One Employee Policy" and will be on next Regular Meeting Agenda for approval.

d. Signing Authority.

Motion: J. McLean/ G. Shaw
THAT Council give signing authority to CAO, Dean Trumbley for the City of Greenwood.

(66-24) **Carried**

e. Lease Extension Agreement – BC Emergency Health Services.

Deferred until next Meeting.
Administration is working on a new service agreement now that the location has changed.

f.	Grant in Aid – Midway Volunteer Fire Department.	**Deferred until next meeting.** Mayor and Council wanted more information from Administration due to the City's Policy in GIA requirements.
g.	Resolution for Support on Local Government Development Approvals Grant Application.	**Motion: C. Rhodes/ G. Shaw** THAT Council support the proposed Grant application through the Local Government Development Approvals Program and a willingness to provide overall grant management.

(67-24) **Carried**

BYLAWS **None.**

NOTICE OF MOTIONS **None.**

QUESTION PERIOD

Resident gave concern with how the City of Greenwood needs to keep a good relationship with the surrounding communities fire Department.

IN-CAMERA

Motion: J. McLean/ C. Rhodes
THAT Council move into In-Camera at 8:18 p.m. Under section 90(1)(c) – labour relations or other employee relations.

(68-24) **Carried**

Motion: J. McLean/ G. Shaw
THAT Council adjourn the In-Camera meeting at 9:48 p.m. and move back into Regular Council Meeting.

(69-24) **Carried**

ADJOURNMENT

Motion: C. Rhodes
THAT Council adjourn the Regular Council Meeting at 9:48 p.m.

(70-24) **Carried**

_____
Mayor

Certified Correct

_____
Deputy Finance Clerk

March 13/2024
(date)

City Clerk,
City of Greenwood,
P.O. Box 129,
GREENWOOD, B. C.,
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 25/2024.
(date of meeting)

The subject to be dealt with by the delegation is: Supply Chain

The proposal intended to be made to Council is: Awareness of Food Security Challenges

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

The contact persons for the delegation is:
Name: Brenda Jackson
Mailing address: 4993 Meadow Creek Road, Celista, BC V0E 1M6
Phone: 236-586-4332.

Yours sincerely,

(signature)

14 MARCH 2024
(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 25 MARCH 2024
(date of meeting)

The subject to be dealt with by the delegation is:
MOBILE VENDORS / FOOD VENDORS, CURRENT BYLAWS - LICENSING, DEVELOPMENT ZONE, DOWNTOWN CORE - THE SPOTTED DOG EMPORIUM BUSINESS UPDATE

The proposal intended to be made to Council is:
BYLAW "TWEAK" SUGGESTIONS, UPDATES ON THE SPOTTED DOG EMPORIUM DEVELOPMENT PROGRESS

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

The contact person for the delegation is:
Name: LEN LOBSINGER
Mailing Address: BOX 579
GREENWOOD, B.C.
Phone: 250 - 445 - 2142

Yours Sincerely,

(signature)

Planned Rail Trail Maintenance Work 2024

Site ID	Trail Segment	Kilometer	Name	Scope of Work	Access Implications	Date Range	Date Range Confidence
CW-064	CWRT	145	Boundary Creek Stone Arch, Greenwood	Major Culvert Repair	Disruption of trail access is anticpated for portions of the project. Detour available via Highway 3/Louisa Street	August 25th - October 18th 2024	Moderate-High
KV-034	KVRT-Carmi	186	Robinson Creek - 2nd Track Crossing	Earthworks/hauling	Disruption of trail access is anticipated for duration of the project. Detour available via the old Elinor Lake FSR alignment.	June 17th - July 8th 2024	Moderate-High
CW-060	CWRT	130	Rathmullen Creek	Major Culvert replacement	No access during works. Detour available via North Fork Rd/Eholt-North Fork Rd.	September/October 2024	Low-Moderate
Rock Development	CWRT	129	Rathmullen Creek	Drilling and Blasting	Access maintained through work site minor delays expected depending on work phase.	Mid May - Mid June	Moderate - High
Christina Lake Maintenance	CWRT	80-87	Fife rd-Dewdney Trail	Drainage maintenance	Access maintained through work site minor delays expected depending on work phase	August/September 2024	Moderate-High
KV-038B	KVRT-Princeton	32	Trout Creek, Summerland	Bridge Removal	TBD	Late Spring/Summer 2024	Moderate
KVRT-198	KVRT-Princeton	68	Link Lake	Culvert replacement	No access during works. Detour via Summerland-Princeton Rd.	September/October 2024	Moderate
Shinish Landslide	KVRT-Princeton	72	Shinish Creek Rd/Chain Lake	Slope stabilization	No access during works. Detour available via Summerland-Princeton Rd	September/October 2024	Moderate
General Maintenance	CWRT	118-128	Goat Mountain Rd - Eholt Junction	Drainage maintenance	Access maintained through work site minor delays expected depending on work phase	2024	Moderate
	KVRT-Carmi	149-156	Myra Bellevue PP (Little White to Bellevue Trestle)				
		158-205	Naramata-Bellevue Trestle				
KV-023	KVRT-Carmi	149	Priest Creek, Myra-Bellevue PP	Major Culvert Repair	Work area largely off trail. Users must use caution and yield to trucks travellling to and from Little White FSR.	September/October 2024	Moderate
Bellevue Landslide	KVRT-Carmi	151	Myra-Bellevue PP	Slope Stabilization	No access during works. No detour available.	October/November 2024	Moderate
2025 Outlook							
KV-002	KVRT-Carmi	28	Ed James Creek, Westbridge	Bridge installation	No access during works. Detour TBD.	Late Summer 2025 (Fisheries Least Risk Timing Window)	Low-Moderate
KV-010	KVRT-Carmi	75	Carmi Creek, Beaverdell	Major Culvert Repair	Access maintained through work site minor delays expected depending on work phase		
KV-054	KVRT-Princeton	109	Allison Creek, Princeton	Major Culvert Repair	No Access during works. Detour TBD.		
KV-045	KVRT-Princeton	59	Trout Creek, Osprey Lake	Bridge Abutment Repair	Access maintained through work site minor delays expected depending on work phase		
SV-018	SVRT	12	Arvid Creek, Slocan Park	Bridge Installation	No access during works. Detour TBD.		
KV-034	KVRT-Carmi	186	Robinson Creek , Naramata	Bridge installation	Disruption of trail access is anticipated for duration of the project. Detour available via the old Elinor Lake FSR alignment.		
KV-014	KVRT-Carmi	93	Weird Creek, Beaverdell	Rail Fill rehabilitation	No Access during works. Detour TBD.	June - October 2025 (or 2026)	

Date Range Confidence:
High: Plans, permitting and materials in place.
Moderate: Plans, permitting and materials not complete. There is a reasonable expectation that they will be resolved in time for the project but also a risk that they won't.
Low: Preliminary planning and assessments completed only.

MEMORANDUM TO COUNCIL

To: Mayor and Council **Date:** March 19, 2024

From: Acting CO, McCourt **Date to Council:** March 25, 2024

Subject: **Ministry of Environment and Climate Change Strategy**

On March 10, 2023, Ministry of Environment, Environmental Protection Division staff conducted and inspection under *Environmental Management Act* (EMA), 4113. The inspection determined that the Corporation of the City of Greenwood is out of compliance with its Permit 4113, and the section(s) listed in the attached correspondence.

On Thursday, March 14, 2024 the CAO, Dean Trumbley and Acting CO, McCourt had a scheduled phone meeting with Blake Ross, the Environmental Protection Officer, who was able to help City administration lay out an action plan to review and update all sections of the Permit 4113 that are out of compliance.

As of this week administration has completed:

- a new 2024 Sludge Management Plan.
- Updated and review of 2024 Contingency Plan.
- Updated version of the City of Greenwood 2024 Water Conservation Plan.
- Reached out to local print studio to get a new Emergency Sign for the entrance of the Sewer Plant including emergency contact numbers.
- Work is commenced on updating the 2024 Operations & Maintenance Manual.
- Reached out to ISL Engineering to see about the City obtaining and installing a Flowmeter. Response from ISL Engineering provided below;

"The ISL wastewater group is in the process of preparing recommendations as they have been provided record drawings for the Greenwood wastewater plant that Erich provided. The group will be assessing the plant and the different flow monitor technologies. Once the recommendation is completed it will be forwarded to CAO Trumbley and PW Erich and the flow meter replacement will commence."

BRITISH COLUMBIA

File:4113

Report Date:March 10, 2023

Report Number:193025

The Corporation of the City of Greenwood
Box 129 Greenwood BC V0H 1J0

Dear The Corporation of the City of Greenwood,

Re: Warning Letter, Permit, 4113

On March 10, 2023, Ministry of Environment, Environmental Protection Division staff conducted an inspection under *Environmental Management Act (EMA)*, 4113. The inspection determined that The Corporation of the City of Greenwood is out of compliance with its Permit 4113, and the section(s) listed below. This Warning Letter lists the compliance verification information contained below.

Failure to comply with the requirements set out in your Permit is an offence under the *Environmental Management Act (EMA)*. Section 120(7) of *EMA* states as follows:

> *120(7) A person who, holding a permit or approval issued under this Act to introduce waste into the environment, fails to comply with the requirements of the permit or approval commits an offence and is liable to a penalty not exceeding $300 000 or imprisonment for not more than 6 months, or both.*

It should also be noted that, as an alternative to prosecution of the offence referenced above, the Ministry may initiate action to impose an administrative penalty against The Corporation of the City of Greenwood. *The Administrative Penalties Regulation (EMA)* (B.C. Reg. 133/2014) (APR) was brought into force in 2014. The APR describes the prescribed provisions of the EMA as well as that of specified regulations under which administrative penalties can be assigned. Section 12(5) of the APR states as follows:

> *12(5) A person who fails to comply with a requirement of a permit or approval issued or given under the Act is liable to an administrative penalty not exceeding $40 000, unless the requirement the person failed to comply with is also a prescribed provision of the EMA or the regulations that is subject to a different maximum administrative penalty.*

I request that The Corporation of the City of Greenwood immediately implement the necessary changes or modifications to correct the non-compliance(s) listed above with the *Environmental Management Act*. Further, I request that The Corporation of the City of Greenwood notify this office in writing, by email or letter within 30 days of this letter, advising what corrective measures have been taken, and what else is being done, to prevent similar non-compliances in the future.

Please submit your response to the Ministry's Compliance Mailbox at: EnvironmentalCompliance@gov.bc.ca

As a result of this Warning, this authorization will be prioritized for follow-up inspection. The corrective measures will be reviewed by an Officer as part of the next inspection.

Finally, if you fail to take the necessary actions to restore compliance, you may be subject to escalating enforcement action. This Warning Letter and the alleged violations and circumstances to which it refers, will form part of the compliance history of The Corporation of the City of Greenwood and will be taken into account in the event of future violations.

Inspection Details:

The inspection period for this report is from 2020-01-01 to 2023-03-10 (Inspection Period) and included a review of the following documents:

"City of Greenwood Water Conservation Plan" dated 2012-03-19
"City Of Greenwood Emergency Contact Lists And Procedures" (not dated, provided in 2019)
"City Of Greenwood Sludge Management Plan" (not dated, provided in 2020) prepared by Randy Smith, Public Works Superintendent, City of Greenwood
Monthly effluent sampling results for 2020 (January, February, July, August), 2021 and 2022 (January to August inclusive)

Below are the authorization clauses that were assessed for compliance during this inspection, as well as the associated details/findings and any actions required.

Requirement Description:	**1. AUTHORIZED DISCHARGES, 1.1** 1.1.1: This section applies to the discharge of effluent from a Greenwood sewage treatment plant. The site reference number for this discharge is E104980. 1.1.1 The maximum authorized rate of discharge is 455 cubic metres per day.
Details/Findings:	On 2022-07-27, Officer Blake was informed by Erich Schneider that there was no suitable flow measuring device installed at the site and effluent volumes discharged over a 24-hour time period were not available for this inspection period.
Compliance:	Not Determined
Actions to be taken:	1) Implement the necessary changes or modifications immediately to address this situation and to bring it into compliance. 2) Notify this office by email or letter within 30 days of this letter, advising what corrective measures have been taken, and what else is being done, to bring this authorization into compliance.
Requirement Description:	**1. AUTHORIZED DISCHARGES, 1.1** 1.1.3: This section applies to the discharge of effluent from a Greenwood sewage treatment plant. The site reference number for this discharge is E104980. 1.1.3 The discharge is authorized from Authorized Works, which are an oxidation ditch, clarifier, sludge drying area, sludge dewatering facility, four infiltration basins and related appurtenances approximately located as shown on the attached Site Plan.
Details/Findings:	On 2022-07-27, Officer Blake observed the authorised works were as noted in this section.

Compliance:	In
Actions to be taken:	N/A
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.1 Maintenance of Works and Emergency Procedures** 2.1: The Permittee must regularly inspect the authorized works and maintain them in good working order. In the event of an emergency or condition beyond the control of the Permittee which prevents effective operation of the Authorized Works or leads to an unauthorized discharge, the Permittee must take remedial action to restore the effective operation of the Authorized Works and to prevent any unauthorized discharges. The Permittee must immediately report the emergency or condition and the remedial action that has and will be taken to the RAPP line (1-877-952-7277, #7277 from mobile phone) or electronically at this link: http://www.env.gov.bc.ca/cos/rapp/form.html. The Director may require the Permittee to reduce or suspend operations until the Authorized Works have been restored, and/or corrective steps have been taken to prevent unauthorized discharges.
Details/Findings:	On 2022-07-27, Officer Blake was informed by Erich Schneider that there had been no emergency events during the inspection period.
Compliance:	In
Actions to be taken:	N/A
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.2 Bypasses** 2.2: The Permittee must not allow any discharge authorized by this authorization to bypass the authorized works, except with the prior written approval of the Director.
Details/Findings:	On 2020-01-24, the Ministry approved a bypass of the clarifier from 2020-01-27 to 2020-02-04 to facilitate the inspection and repair of the clarifier. No other bypasses have been reported during the inspection period.

Compliance:	In
Actions to be taken:	N/A
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.4 Odour Control** 2.4: Should objectionable odours, attributable to the operation of the Facility, occur beyond the property on which the Facility is located, the Permittee must undertake measures or additional works to reduce odour to acceptable levels.
Details/Findings:	On 2022-07-27, Officer Blake was informed by Erich Schneider that there had been no recent odour complaints.
Compliance:	In
Actions to be taken:	N/A
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.5 Treatment Plant Sludge Wasting and Disposal** 2.5: The Permittee must dispose of sludge wasted from the treatment plant at a site and in a manner approved by the Director, or as authorized by regulation under the Environmental Management Act. The materials to be included are screenings from influent, scrapings from the infiltration basins and dewatered sludge bags.

Details/Findings:	On 2022-07-27, Officer Blake was informed by Erich Schneider that sludge wasted from the treatment plant and associated materials covered by this section are disposed of at the regional landfill. The Regional District of Kootenay Boundary (RDKB) holds authorisations PE-15140 for the West Boundary Landfill Septage Evaporation/Infiltration Basins (adjacent to the West Boundary Regional Landfill) and OC 15294 for the West Boundary Regional Landfill. PE-15140 authorises the discharge to ground of the discharge of effluent from municipal septic tank and municipal sewage treatment plant sludges originating from Greenwood and adjacent area. Under OC 15294, the discharge to landfill of liquid or semisolid wastes including sewage treatment sludge is prohibited unless specifically authorised. The use of septage basin solids as a component of weekly cover was approved in the OC 15294 Design, Operations and Closure Plan 2020.
Compliance:	In
Actions to be taken:	N/A
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.6 Fencing** 2.6: The Permittee must ensure the facilities are enclosed with a security fence to discourage trespassing and access to the site must be restricted to authorized personnel.
Details/Findings:	On 2022-07-27, Officer Blake observed a security fence enclosing the site.
Compliance:	In
Actions to be taken:	N/A
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.7 Rapid Infiltration Basins** 2.7.1: The Permittee must operate the rapid infiltration basins in a manner that the basins can be alternated. This must be specified in the operating manual.

Details/Findings:	On 2022-07-27, Officer Blake was informed by Erich Schneider that the rapid infiltration basins used one at a time.
Compliance:	In
Actions to be taken:	N/A
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.7 Rapid Infiltration Basins** 2.7.2: The Permittee must operate the rapid infiltration basins such that there must be no overflow from the rapid infiltration basins to the surrounding environment.
Details/Findings:	On 2022-07-27, Officer Blake did not observe an overflow from any of the rapid infiltration basins.
Compliance:	In
Actions to be taken:	N/A
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.7 Rapid Infiltration Basins** 2.7.3: The Permittee must ensure that the rapid infiltration basins must be designed and constructed so they can be readily cleaned of accumulated sludge or other debris.
Details/Findings:	On 2022-07-27, Officer Blake was informed by Erich Schneider that the rapid infiltration basins are cleaned and maintained as needed.
Compliance:	In

Actions to be taken:	N/A
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.7 Rapid Infiltration Basins** 2.7.4: The Permittee must dispose of any residue removed from the infiltration pond in a manner authorized by the Director, or as authorized by regulation under the Environmental Management Act.
Details/Findings:	On 2022-07-27, Officer Blake was informed by Erich Schneider that the residue removed from the infiltration ponds is disposed of at the regional landfill.
Compliance:	In
Actions to be taken:	N/A
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.8 Facility Classification and Operator Certification** 2.8: The Permittee in a manner and on timelines specified by the Director must have the authorized works classified (and the classification must be maintained) by the Environmental Operators Certification Program Society (Society). The Permittee must cause the authorized works to be operated and maintained by: a) persons certified within and according to the program provided by the Society to the satisfaction of the Director, or b) persons who are qualified in the safe and proper operation of the facility for the protection of the environment, as demonstrated to the satisfaction of the Director. The Permittee must notify the Director of the classification level of the facility and certification levels of the operators, and changes of operators and/or operator certification levels within 30 days of any change.
Details/Findings:	Officer Blake reviewed the site's classification in the Environmental Operators Certification Program (EOCP) database. The site is classified as a WWT II. The site has no current Chief Operator listed. At the time of the inspection, Rob Smith was not certified to operate a WWT II facility. At the time of Officer Blake's review of the EOCP database, Rob Smith was not certified in WWT.
Compliance:	Out

Actions to be taken:	1) Implement the necessary changes or modifications immediately to address this situation and to bring it into compliance. 2) Notify this office by email or letter within 30 days of this letter, advising what corrective measures have been taken, and what else is being done, to bring this authorization into compliance.
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.9 Water Conservation** 2.9: The Permittee must establish a water conservation program to encourage a reduction in the volume of domestic, industrial and commercial wastewaters discharged to the sewage collection system.
Details/Findings:	As part of this inspection, Officer Blake reviewed the City of Greenwood Water Conservation Plan dated 2012-03-19. The plan outlined the City of Greenwood water conservation program.
Compliance:	In
Actions to be taken:	N/A
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.11 Contingency Plan** 2.11: The Permittee must prepare a contingency plan that will address the appropriate course of action to be taken in any particular preconceived emergency situation. The Contingency Plan must include chlorine leaks and any potential point of concern in the collection, treatment and disposal systems. Attention must be given to the public safety and protection of the environment. The Contingency Plan must be continually updated as necessary to reflect current operation. The Permittee must retain a copy of the Contingency Plan for inspection by Ministry staff.
Details/Findings:	As part of this inspection, Officer Blake reviewed the "City Of Greenwood - Emergency Contact Lists And Procedures" (not dated) provided to the Ministry in 2019 in response to a request for the Contingency Plan. The Emergency Contact Lists And Procedures document outlines the appropriate course of action to be taken in any particular preconceived emergency situation. The "City Of Greenwood - Emergency Contact Lists And Procedures" document does not refer to chlorine leaks. The "City Of Greenwood - Emergency Contact Lists And Procedures" has not been updated since 2019 and does not reflect current staff and operations.

Compliance:	Out
Actions to be taken:	1) Implement the necessary changes or modifications immediately to address this situation and to bring it into compliance. 2) Notify this office by email or letter within 30 days of this letter, advising what corrective measures have been taken, and what else is being done, to bring this authorization into compliance.
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.12 Sludge Management Plan** 2.12: The rationale of sludge management, including frequency of withdrawal from the sewage treatment plant and the location(s) used for disposal and/or utilization must be developed into a Sludge Management Plan. The Sludge Management Plan must be amended as required. The Permittee must retain a copy of the Sludge Management Plan for inspection by Ministry staff.
Details/Findings:	As part of this inspection, Officer Blake reviewed the City Of Greenwood Sludge Management Plan (Sludge Management Plan) (not dated) which was provided to the Ministry in 2020. The Sludge Management Plan outlines the sewage treatment process including the sludge removal and drying process. The Sludge Management Plan does not include the frequency of withdrawal from the sewage treatment plant, only providing an approximation of annual number of bags sent to the "Regional Landfill". A copy of the Sludge Management Plan was provided to the City of Greenwood by Officer Blake upon request.
Compliance:	Out
Actions to be taken:	1) Implement the necessary changes or modifications immediately to address this situation and to bring it into compliance. 2) Notify this office by email or letter within 30 days of this letter, advising what corrective measures have been taken, and what else is being done, to bring this authorization into compliance.
Requirement Description:	**2. GENERAL REQUIREMENTS, 2.14 Operation and Maintenance Manuals** 2.14: The Permittee must develop and maintain both an Operational and Maintenance Manual for the sewage collection, sewage treatment and wastewater disposal works. The Permittee must retain a copy of the Operational and Maintenance Manuals at the treatment plant for inspections by Ministry staff.

Details/Findings:	On 2022-07-27, Officer Blake observed a collection of documents on site outlining operating procedures, guidelines and Material Safety Data Sheets (MSDSs) relevant to the operation of the site. Upon request, the City of Greenwood provided Officer Blake with further documentation for the operation and maintenance of pieces of equipment used on site. Officer Blake has determined that no document satisfying the requirements of a Operational and Maintenance Manual was retained at the site or provided upon further request.
Compliance:	Out
Actions to be taken:	1) Implement the necessary changes or modifications immediately to address this situation and to bring it into compliance. 2) Notify this office by email or letter within 30 days of this letter, advising what corrective measures have been taken, and what else is being done, to bring this authorization into compliance.
Requirement Description:	**3. MONITORING REQUIREMENTS, 3.5 Effluent Analysis** 3.5: The Permittee must collect sample (s) on a frequency outlined in Section 3.4 and obtain analysis of the sample (s) for the following parameters: (a) 5-day biochemical oxygen demand, mg/L; (b) Total suspended solids, mg/L.
Details/Findings:	Upon request, the City of Greenwood provided Officer Blake with effluent sample results for the years 2020, 2021 and 2022. The effluent sample results for 2021 and 2022 were complete (to the date of the inspection) and in compliance. The effluent sample results for 2020 were incomplete and only pertained to the months of January, February, July and August.
Compliance:	Out
Actions to be taken:	1) Implement the necessary changes or modifications immediately to address this situation and to bring it into compliance. 2) Notify this office by email or letter within 30 days of this letter, advising what corrective measures have been taken, and what else is being done, to bring this authorization into compliance.

Requirement Description:	**3. MONITORING REQUIREMENTS, 3.6 Groundwater Monitoring Wells** 3.6.1: The Permittee must maintain the groundwater monitoring wells including provisions to ensure protection from damage due to vehicles or vandalism.
Details/Findings:	On 2022-07-27, Officer Blake observed groundwater monitoring well locations protected from damage due to vehicles or vandalism. On 2022-08-03, Officer Blake was provided with photos of the groundwater monitoring well locations.
Compliance:	In
Actions to be taken:	N/A
Requirement Description:	**3. MONITORING REQUIREMENTS, 3.6 Groundwater Monitoring Wells** 3.6.2: The Permittee must ensure that groundwater monitoring wells are covered with lockable caps, fitted with locks all keyed alike, and a key is to be provided to the Director, upon request.
Details/Findings:	On 2022-07-27, Officer Blake observed groundwater monitoring well locations fitted with lockable caps. On 2022-08-03, Officer Blake was provided with photos of the groundwater monitoring well locations.
Compliance:	In
Actions to be taken:	N/A
Requirement Description:	**3. MONITORING REQUIREMENTS, 3.10 Effluent Flow Measurement** 3.10: The Permittee must install and maintain a suitable to the Director, flow measuring device, and record once per day the effluent volume discharged over a 24-hour time period. The Permittee must retain the records for inspection by Ministry staff.

Details/Findings:	On 2022-07-27, Officer Blake was informed by Erich Schneider that there was no suitable flow measuring device installed at the site and effluent volumes discharged over a 24-hour time period were not available for this inspection period.
Compliance:	Out
Actions to be taken:	1) Implement the necessary changes or modifications immediately to address this situation and to bring it into compliance. 2) Notify this office by email or letter within 30 days of this letter, advising what corrective measures have been taken, and what else is being done, to bring this authorization into compliance.
Requirement Description:	**4. REPORTING REQUIREMENTS, 4.5 Spill Reporting** 4.5: The Permittee must immediately report all spills to the environment (as defined in the Spill Reporting Regulation) in accordance with the Spill Reporting Regulation, which among other things, requires notification to Emergency Management BC at 1-800-663-3456.
Details/Findings:	On 2022-07-27, Officer Blake was informed by Erich Schneider that there had been no spills on site during the inspection period.
Compliance:	In
Actions to be taken:	N/A

MEMORANDUM TO COUNCIL

To: Mayor and Council **Date:** March 19, 2024

From: CAO, Trumbley **Date to Council:** March 25, 2024

Subject: **Community Wildfire Resiliency Plan – FireSmart Update**

Rationale

An update on the release of the DRAFT City of Greenwood Community Wildfire Resiliency Plan.

Recommendations

1. No Recommendation – for information purposes

Background

The DRAFT City of Greenwood Community Wildfire Resiliency Plan has been released to the various municipalities and rural areas within the RDKB. However, a request has been to keep the documents within the committee members as they are DRAFT and incomplete now.
A meeting was held in Trail, BC at the RDKB Boardroom, highlights of the meeting are below:

- The City of Greenwood needs to build components of the CWRP into the OCP,
- Pursue a wildfire development permit area Bylaw (Rossland has implemented this),
- Encourage cross-training opportunities with BCWF and Green Volunteer Fire Department,
- (3) three potential treatment plan areas identified have been identified within the City of Greenwood to protect critical infrastructure,
- Final CWRP for the City of Greenwood should be completed and ready for full release by summer of 2024.

I will be working closely with the RDKB FireSmart program to maximize benefit for the residents and the City of Greenwood.

Attachments

a. Agenda

b. 2023 Terms of Reference

c. Community FireSmart and Resiliency Committee

Regional District of Kootenay Boundary | Emergency Management

BRITISH COLUMBIA FireSmart

Agenda – Community FireSmart & Resiliency Committee (CFRC)

March 20, 2024 @ 1:00 pm -3:00 pm
RDKB Board Room – 843 Rossland Ave Trail
Virtual meeting via MS Teams

Microsoft Teams meeting

Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 275 977 004 305
Passcode: skbGBk
Download Teams | Join on the web
Or call in (audio only)
+1 647-794-5571,,433540776# Canada, Toronto
Phone Conference ID: 433 540 776#
Find a local number | Reset PIN
Learn More | Meeting options

- In-Person Attendees Lunch served in RDKB Boardroom 12:00 pm – 1:00 pm
- Land Acknowledgement

  "In the spirit of respect, truth and reconciliation, we honour and thank the Indigenous Peoples on whose traditional and unceded lands we operate."

- Round table Introductions – organization, job title, area of responsibility
- CFRC Recruitment Document (review/refresher)
- CFRC Terms of Reference Document (review/refresher)
- Regional FireSmart Program Overview – 2024 Key priorities
- RDKB Community Wildfire Resiliency Plan Overview – Louis Orieux, Project Manager and Forester Lead, Monica Nederend, Technical Support for Field & Office Project. Senior Wildland Fire Specialist – B.A. Blackwell & Assoc. Ltd.
- Q & A Session
- Committee Discussion – FireSmart Program

BRITISH COLUMBIA FireSmart™

Regional District of Kootenay Boundary

Community FireSmart and Resiliency Committee

2023 Terms of Reference

Background Information

The Community FireSmart and Resiliency Committee (CFRC) serves a vital collaborative and organizational role across BC. It takes multiple partners' collaborative efforts to achieve wildfire-resilient communities. This may include local First Nations, fire departments, and/or local government staff and elected officials, provincial government such as Emergency Management and Climate Readiness (EMCR) and BC Wildfire Service (BCWS), land managers (e.g., Natural Resource District/BC Parks), industry representatives and other community interested and affected parties and partners. The CFRC will bring partners together under a common vision connected to the seven FireSmart disciplines.

Purpose

The purpose of the CFRC is to strengthen collaboration between key partners, including local communities and provincial agency staff (EMCR, Ministry of Forests) with interested and affected parties to coordinate, plan, and share information on how to successfully implement the seven FireSmart disciplines on a regional or scalable level. Communities that prepare in advance of a major wildfire event are less likely to experience a disaster. While the committee has no authority to make binding decisions, it is expected to contribute significantly to our wildfire resiliency plan that is to be developed throughout 2023 and 2024. Beyond 2024, the committee will assist with ensuring the sustainability of our wildfire resiliency initiative.

Scope

A Community FireSmart and Resiliency Committee will focus on growing the seven FireSmart disciplines within their region or on the multi-scale level. They will work collaboratively with FireSmart BC and be considered a member in good standing with FireSmart Canada. The committee will evaluate, review, and/or develop procedures, guidelines, and best practices and promote the FireSmart program resources and information through education and public relations. The CFRC will be a point of contact within the region for the public who are interested in taking advantage of the seven FireSmart disciplines to increase their wildfire resiliency. The committee is expected to:

- Advise RDKB staff and contractors who are responsible for developing the Community Wildfire Resiliency Plan (CWRP)
- Assist with the education of our broader community on the Principles of FireSmart
- Act as an advocate for the reduction of human-caused wildfires
- Act as a steering committee for the development and implementation of the Community Wildfire Resiliency Plan
- Focus on the education, promotion, and sustainability of residents taking action to reduce the risk of property loss on private property.

Other Activities for the CFRC Committee:

- Develop a CFRC structure, including a list of agencies, partners, and First Nation communities that is diverse and can influence wildfire risk reduction.
- Collaborate on a communication and public education strategy with multiple local governments.
- Participate in or liaise with a government-led fuel management planning table in collaboration with the Ministry of Forests and other agency staff.
- Work with FireSmart BC to ensure the CFRC's goals align with FireSmart BC's provincial goals.
- Develop/update, implement, and monitor the success of your community wildfire resiliency plan.
- Streamline FireSmart Home Assessment and FireSmart grant programs by sharing capacity between multiple local governments.
- Develop a network of Local FireSmart Representatives and Wildfire Mitigation Specialists in the area and coordinate their activities within the region.
- Create an advocacy program for participation in the FireSmart Canada Neighbourhood Recognition Program and work towards increasing the number of recognized neighbourhoods and communities in the region each year.
- Share information to facilitate the coordination of applications to the Community Resiliency Investment program and other funding opportunities.
- Identify FireSmart activities within the CWRP that should be undertaken by communities to best build wildfire resiliency in higher-risk areas.
- Collaborate with the FireSmart BC social media team to help raise FireSmart awareness.

Approval of activities by this committee does not replace approvals by funding programs of the BC Provincial Government.

Membership

The CFRC structure should build on the diversity that is currently present in the BC FireSmart Committee (BCFSC) including all agencies that are directly impacted and can influence wildfire risk reduction in and around a community or multiple communities.

To ensure true partnership, collaboration, and diversity, it is suggested to include representation from the following list of agencies and partners:

- Government of B.C. as represented by:
  - BC Wildfire Service local staff
  - Emergency Management and Climate Readiness (EMCR) Regional or district forest staff linked to the Crown Land Wildfire Risk Reduction collaborative planning
- First Nations and Indigenous communities
- Local government (RDKB) staff
- Fire Departments (i.e., Fire Chiefs Association of BC)
- Elected officials or policymakers
- Forest industry partners including Community Forest Areas
- Utility Companies

- Community emergency support service organizations
- Farming and Agriculture sector
- Parks & Recreation
- Other interested and affected parties

Decision Making

The members will make decisions and provide advice and recommendations for key activities that fall within the purpose and scope of the CFRC. The Committee will work toward consensus, using an interest-based approach rather than a position-based approach. If a vote on a matter is necessary, the vote will be taken with a simple majority of Committee members present and voting required to pass a motion.

Creation of Committees

The CFRC may create standing, ad hoc (special project), or advisory (related to another board, committee, or project) committees as required. Each sub-committee that is created by the CFRC will be governed by a document that clearly defines its purpose, goals, and deliverables.

Other standalone wildfire planning tables may be asked to present to or have members be part of CRFC's committee. The decision-making authority of these planning tables remains outside the scope of the CRFC Committee.

Committee Protocol

- The FireSmart Coordinator has been appointed as the Committee Chair.
- A Vice-Chair and Secretary will be appointed by the Committee Chair for the first term.
- Meetings will be open meetings and will be run by the Chair or Vice-Chair in the absence of the Chair.
- The Secretary will record the minutes of the meeting and forward those minutes to the RDKB EM program. The minutes will be distributed electronically to the Committee members.
- The quorum of the meeting will be comprised of not less than half of the appointed committee members.
- The RDKB may add or remove members from the Committee at any time at its discretion.
- The Committee may invite other persons to participate in making presentations to the Committee to benefit from additional expertise pertaining to the subjects being discussed.
- Dates for the next meeting should be determined by the Committee during the first current meeting.
- The Manager of Emergency Programs/Emergency Program Coordinator (or designate) may attend meetings. The Manager of Emergency Programs/EPC (or designate) will attend a minimum of one meeting per year to discuss budget recommendations and approvals.
- The Committee will adhere to all statutes, legislation, acts, bylaws, and all other responsibilities as a committee of the RDKB.
- Committee members may choose to express their personal views to others outside the Committee but may not speak on behalf of or in any way create the impression that they are speaking for the Committee as a whole. To ensure open and honest dialogue; Committee members should not discuss comments or opinions expressed by other Committee members without their knowledge and consent.
- A conflict of interest arises when a committee member speaks or votes on a motion that could be the cause of some direct significant benefit - monetary or otherwise - to that member. If such a situation arises, the member involved should excuse themselves from proceedings that relate to the conflict unless explicitly requested to speak, only after a majority vote to do so. Any subsequent information provided by the individual will clearly be identified in the meeting minutes as coming from a source perceived to be in a conflict of interest.

- Members of the public may observe meetings but will not have voting rights and will only have speaking rights through invitation by the Chair.

Meetings

The meeting format will include a combination of in-person, virtual, or hybrid. In-person meetings will take place at one of the RDKB offices located in Trail, or Grand Forks, B.C. There will be an option to attend the meetings remotely through the Microsoft Teams Platform, a link will be provided by email. If attending the meeting in person and travel is required, the committee members will be remunerated for mileage and per diems as per RDKB Employee Travel and Expense Reimbursement Policy up to the maximum allowable amount budgeted and funded by the CRI FireSmart Grant.

The meeting Chair (RDKB FireSmart Coordinator/or designate) will decide on agenda topics and may assign administrative duties. Administrative duties include preparing the agenda, recording the minutes, sharing the draft minutes for correction, sending out meeting minutes, and properly filing the minutes.

Member organizations are expected to provide a representative, however, when extenuating circumstances arise preventing attendance, an alternate representative will be designated and briefed prior to the meeting.

A meeting may be cancelled at the decision of the Chair.

Meeting Frequency

- The Committee will meet a minimum of once per year. Additional meetings may be required if project work is required.
- Beyond 2024 the committee will meet bi-annually.
- Engagement and involvement beyond committee meetings (i.e.: community events, respective association events, etc.) up to 2 times a year may be required. All activities will be in the local area region you reside in.
- Engagement and participation for action items and information that may need to be compiled and completed outside of meeting times (sometimes required but not expected to be demanding)

Terms of Reference Approved

Terms of reference will be reviewed on an annual basis.

Name of Member Date	Name of Member Date
Name of Member Date	Name of Member Date
Name of Member Date	Name of Member Date
Name of Member Date	Name of Member Date

Regional District of Kootenay Boundary | Emergency Management

BRITISH COLUMBIA FireSmart

Community FireSmart and Resiliency Committee

Dear Resident

As part of the Regional District of Kootenay Boundary (RDKB) FireSmart Program, funding was approved in 2022 for the development of a Community Wildfire Resiliency Plan (CWRP) for Electoral Areas A, B, C, D, and E. Funding has also been approved for six of our eight municipalities for 2023, which includes the Village of Fruitvale, Village of Montrose, City of Trail, Village of Warfield, City of Grand Forks, and the City of Greenwood. This is a major initiative designed to better understand the risks we face from wildfires and to develop plans to reduce those risks.

Wildfires are the biggest natural disaster risk we face in the RDKB. The RDKB's FireSmart Initiative is focused on reducing property loss and damage from wildfire. To learn more about the RDKB FireSmart Initiative please visit: https://emergency.rdkb.com/Be-Prepared/FireSmart

As we develop CWRPs for the electoral areas within the Regional District, a cornerstone of developing this plan is community input and education. As a community leader and interested and affected parties, we encourage you to consider joining the Community FireSmart and Resiliency Committee. This committee will be integral to providing input into the CWRP development and providing committee leadership in the sustainability of the plan in the future. We are seeking representatives from a variety of residents and interested and affected groups to provide vast and diverse input into the plan. Committee members will be integral to soliciting input from other community members and assisting with the broader community awareness of the CWRP.

Our plan requires key community interested and affected parties' input. The attached document outlines the areas we are seeking representatives from. This is not an exhaustive list but demonstrates the diversity we are seeking to achieve.

We appreciate as a community leader and interested and affected party you are very busy and have many demands on your time. The commitment we are seeking for the Community FireSmart and Resiliency Committee is one meeting in 2023. In 2024 and beyond we anticipate up to two annual meetings. As we raise awareness of the CWRP in our electoral areas, your participation in community events and through your own communication channels is welcomed.

If you are unable to participate yourself, I encourage you to assist us with recruitment by nominating other leaders from within your area of expertise to help us. Your support and participation are very much appreciated.

Should you require more information or would like to discuss this in more detail, please contact Carlene Pires, RDKB FireSmart Coordinator at 250 368 0259 or at firesmart@rdkb.com.

Thank you.

March 12, 2024

Dean Trumbley
Chief Administrative Officer
PO Box 129
202 South Covernment St
Greenwood, BC V0H 1J0

Dear Dean Trumbley,

RE: Emergency and Disaster Management Act Implementation - Indigenous Engagement Requirements Funding

The RDKB Regional Emergency Program is proposing to all members of the regional Emergency Program to pool the provincial Emergency and Disaster Management Act Implementation - Indigenous Engagement Requirements Funding. This one-time funding will be used for cultural humility training, reviewing emergency plans with a cultural safety and humility lens, and creating consultation agreements for the four phases of emergency management, along with other eligible project costs.

The proposed pooling will include advantages like eased staff workload on member municipalities and competitive contractor pricing while allowing the regional Emergency Program to complete more requirements under the new Emergency and Disaster Management Act.

To facilitate transparency in the pooling process and any future reporting requirements, a project funding agreement with the project's scope and the municipalities' duties will be drafted.

The deadline to return the signed contribution agreement is March 31st, 2024. The RDKB would appreciate a response no later than March 25th, 2024.

Yours,

Mark Stephens

Mark Stephens
Manager of Emergency Programs

Cc: Mark Andison – Chief Administrative Officer

Main
202 – 843 Rossland Avenue
Trail, BC V1R 4S8
T: 250.368.9148
T/F: 1.800.355.7352
F: 250.368.3990

rdkb.com

Regional District of Kootenay Boundary

BRITISH COLUMBIA
Ministry of
Emergency Management
and Climate Readiness

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 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,

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
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
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 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:

1) Consultation and Coordination		
1a	☐	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	☐	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.

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

3) Planning		
3a	☐	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	☐	Activities related to meeting consultation and cooperation requirements related to preparing, reviewing, and revising risk assessments or emergency management plans.

4) Reconciliation and capacity building		
4a	☐	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	☐	Activities that enable self-determination, and governance of emergency management programs and services.
4c	☐	Planning for and delivering cultural safety and humility training to local emergency management staff and volunteers.
4d	☐	Activities that support First Nations establishing an Indigenous governing body for purposes of emergency management.

	5) Agreement Building	
5a	☐	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	☐	Meeting to review the effectiveness of agreements.

6) Proposed Activity Description Relating to IER, if Not Listed Above

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

James Malmberg
302 1118 55th Street Delta BC V4M 3J8
604 916 4441
jamesmalmberg@telus.net

March 30th, 2024

To Be Read into public record at the next Council Meeting

re: recent experience with the RCMP

Dear Mayor and Council of Greenwood BC

I would like to share with you the experience I had while visiting Greenwood on March 20th, 2024. My daughter and I were on a road trip ski holiday and had visited Manning Park and Baldy Mountain. After skiing for 3 days we wanted to give our legs a rest and since my daughter (who is in grade 7) had just done a report on the Japanese Internment we wanted to visit Greenwood and the museum. We also are a huge fan of the Deadwood Junction Cafe and their coffee and bubble tea.

We pulled into Greenwood late in the evening of March 19th in our RV and parked across the street from the cafe on Silver Ave facing north and spent the night. **This is on public property according to BC assessment and although it is used for parking for the cafe it does not belong to the property that the cafe is on.**

The next morning we got up and went to the cafe and had breakfast, coffee and bubble tea (it was delicious). We had made an appointment with the museum for a private tour at 10am. At around 9:30am things went from wonderful to terrible.

Two RCMP officers came in. One older, one younger. The older one ordered a coffee and the younger one came up to me (I was sitting at a table with my 13 year old daughter) and asked if the RV belonged to me. I said yes and he immediately asked for ID. I questioned the reasonableness of him asking for ID and he became agitated and escalated into a very combative stance. I said (or perhaps he did) that we should take it outside as to not make a scene inside the cafe and especially not in front of my daughter. Outside he became very aggressive and insisted I needed to give ID and that if I did not he would arrest me. I asked what the crime was and he said that someone had complained that the RV was parked taking up space and that perhaps it was involved in a crime. At this point I was fearing that I would end up in handcuffs, taken away and have my ski holiday totally ruined. So I gave him my ID and he went off to run my info from his car. Meanwhile the older officer came out after getting his coffee and made an effort to deescalate by trying to explain in a much more moderate tone what was going on. When I objected and said that nobody had asked us to move and that there was empty parking spots in front of the cafe so we were not taking space away from customers he only said that we are just going in circles here with our conversation. By this time the first officer returned with my ID and they left.

I believe that several very poor judgments were made by the first officer that really left a bad impression on me. He did not ask me to move the RV – which I would have immediately done if he had asked. When I questioned the necessity if providing ID he did not want to listen to any reasoning on my part but instead basically threatened to arrest me if I did not. He had a very combative physical stance and I was thinking I was going to get roughed up at any second.

We then went on to our appointment at the museum and had an absolutely delightful tour from the women at the museum. She was super friendly and really enjoyed sharing with us her knowledge. Fortunately my daughter did not witness the poor behaviour from the RCMP officer so it did not negatively effect our trip to Greenwood.

Please respond to me by email that this letter has been received and that it has been acknowledged at a council meeting. Please also contact the RCMP and make them aware of your knowledge of this incident and as a community that is really striving to promote itself as a tourist destination this kind of behaviour is not what is needed and is very harmful to the reputation of Greenwood. I believe that at best several policies and procedures of the RCMP were not followed and at worst the behaviour of the one officer was illegal. I would be happy to follow up on this incident and be of any assistance to help promote the best possible experience that a visitor or resident of Greenwood may have when encountering the RCMP.

Sincerely,

James Malmberg

MEMORANDUM TO COUNCIL

To: Mayor and Council **Date:** March 19, 2024

From: CAO, Trumbley **Date to Council:** March 25, 2024

Subject: **LGMA Attendance by CAO Trumbley**

Rationale

Mayor and Council requested a cost breakdown (*March 11, 2024, Councill meeting*) for the CAOs attendance at the 2024 Local Government Management Association of British Columbia Conference held in Victoria, BC. to assist in the decision-making process.

Recommendations

1. Mayor and Council supports/denies attendance of CAO Trumbley at the 2024 Local Government Management Association of British Columbia Conference held in Victoria, BC from June 11-13, 2024.

Background

Conference Fee $818.55, 700KM round trip $490.00, Ferry $191.75, Accommodation avg. $250.00/night 4-nights $1,070.00 TOTAL ESTIMATED COST $2,570.30 (*there is a $500.00 travel grant we would be applicable for offered by Lidstone & Company Law Corporation*) if successful on grant cost would be $2,070.30.

The 2024 budget for management training/conference attendance is $9,000.00, we have committed est. $2,500.00 for CAO Trumbley to attend the AKBLG, that leaves a balance of roughly $6,500.00.

Attachments

a. Conference website portal print-out

MEMORANDUM TO COUNCIL

To: Mayor and Council **Date:** March 19, 2024

From: CAO, Trumbley **Date to Council:** March 25, 2024

Subject: **RMWKBLGMA Attendance by CAO Trumbley and CO McCourt**

Rationale

Recommend attendance of CAO Trumbley and CO McCourt to the 2024 Rocky Mountain West Kootenay Boundary Local Government Management Association Chapter Conference in Nelson, BC from April 24-26, 2024. Since both the CAO and CO are new to their positions with the City of Greenwood this conference provides an excellent educational and networking opportunity with surrounding municipalities and regional district colleagues with who they will be working with on a regular basis.

Recommendations

1. Mayor and Council supports/denies attendance of CAO Trumbley and CO McCourt at the 2024 Rocky Mountain West Kootenay Boundary Local Government Management Association Chapter Conference held in Nelson, BC from April 24-26, 2024.

2. ***If recommendation above is denied*** - Mayor and Council supports/denies attendance of CO McCourt at the 2024 Rocky Mountain West Kootenay Boundary Local Government Management Association Chapter Conference held in Nelson, BC from April 24-26, 2024

Background

Conference fee $262.50, travel $250.60, accommodation avg. $250.00/night 2-nights - $1,013.10 TOTAL per person – TOTAL COST for CAO and CO attendance is ESTIMATED at $2,026.20.

The 2024 budget for management training/conference attendance is $9,000.00, we have committed est. $2,500.00 for CAO Trumbley to attend the AKBLG, that leaves a balance of roughly $6,500.00.

Consideration, if LGMA is approved for CAO Trumbley, there would be an additional $2,070.30 expense from the 2024 budget. Thereby, the balance for management training/conference attendance would be $4,429.70. Therefore, if this is approved, the balance in the budget would be $2,403.50 (*if both approved*) or $3,416.60 (*if just the CO approved*).

Attachments

a. Conference website portal print-out

Rocky Mountain / West Kootenay Boundary Local Government Management Association Chapter Conference

Nelson, BC
April 24 - 26, 2024

When:	April 24 - 26, 2024
Location:	Prestige Lakeside Resort 701 Lakeside Drive Nelson, BC
Cost:	LGMA Members: $225 Non-members: $250
Payment Methods:	Online, credit card only.
Registration Deadline:	April 17, 2024
Refund Policy:	Full refunds up to and including April 10, 2024. Substitutions allowed.
Documents:	The complete agenda will be added in the coming weeks

Instructions

1. Complete the entire on-line form. Fields marked with * are required. Once the form is complete, click the "Register" button at the bottom of this page.
2. After clicking "Register", your registration will be confirmed.
3. After you have registered, refer to the on-screen instructions for your payment options. Payment is accepted by credit card or cheque.

If you have questions, please contact Carly Feeney at 250 352 6665 or cfeeney@rdck.bc.ca (mailto:cfeeney@rdck.bc.ca)
If you experience any difficulties with this form, please contact CivicInfo BC at 250-383-4898.

Participant Information

*** Delegate Type**

- ◯ Member
- ◯ Non-Member
- ◯ Sponsor

*** First Name**

*** Last Name**

*** Representing**

*** Job Title**

*** Mailing Address**

*** City**

*** Province**

British Columbia

*** Postal Code**

*** Phone**

*** Cell**

*** Email**

*** Confirm Email**

Dietary Needs

◯ None ◯ Specify:

Do you have any mobility requirements?

◯ None ◯ Specify:

*** Are you attending the optional workshop with Urban Systems on Wednesday April 24, 2-4pm?**

- ◯ No
- ◯ Yes ($75)

*** Are you attending the Museum/Cold War Bunker Tour on Wednesday, April 24 at 5pm - 6pm?**

- ◯ No

Participant Information

○ Yes

*** Are you attending the evening Welcome Reception at the Nelson Museum on Wednesday, April 24 at 6pm?**

○ No
○ Yes

Payment Information

Registration Fees:
$250.00
GST 5% # 10775 3584 RT0001:
$12.50

Total Payment Due:
$262.50

Register

Need Assistance?

Please contact the Event Administrator.

Carly Feeney
Phone: 250 352 6665 (tel:#)
Email: cfeeney@rdck.bc.ca (mailto:cfeeney@rdck.bc.ca)

MEMORANDUM TO COUNCIL

To: Mayor and Council **Date:** March 19, 2024

From: CAO, Trumbley **Date to Council:** March 25, 2024

Subject: **Board of Trade – Building Proposal**

Rationale

Received a "*Building Restoration Project 2024*" proposal from the Greenwood Board of Trade.

Recommendations

1. Mayor and Council support the proposal to restore and repurpose the two City of Greenwood owned buildings.

Background

The two buildings are in disrepair and not being utilized. Regardless of the arrangement between the City of Greenwood and the Greenwood Board of Trade (*Service Agreement or Non-Profit Relationship*), this is a benefit for both organizations. Further detail included within the proposal.

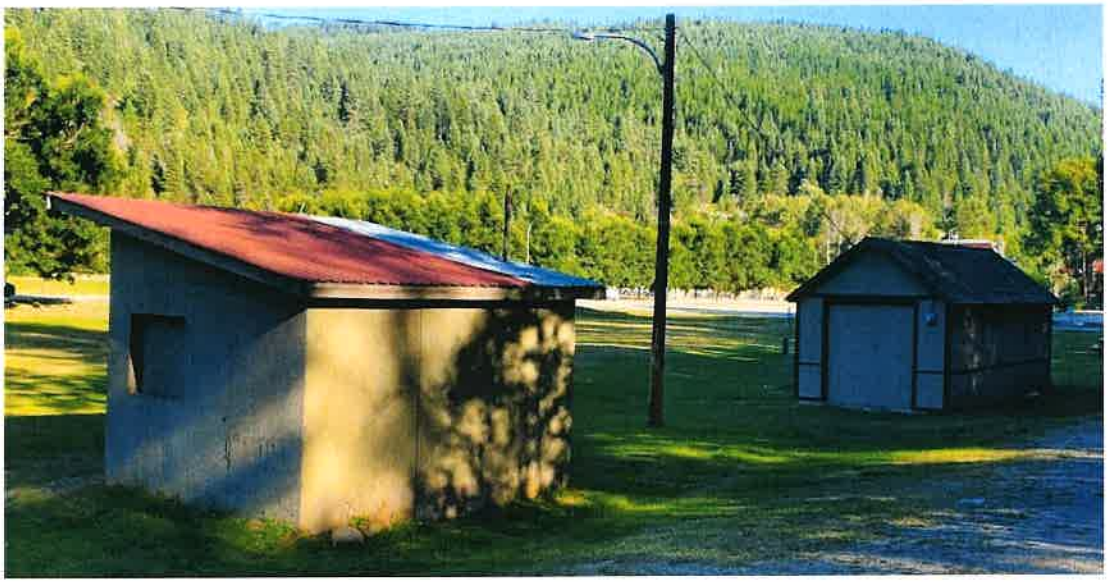
Attachments

a. "*Building Restoration Project 2024*" proposal.

BUILDING RESTORATION PROJECT 2024

This proposal is to restore and repurpose 2 city owned buildings.

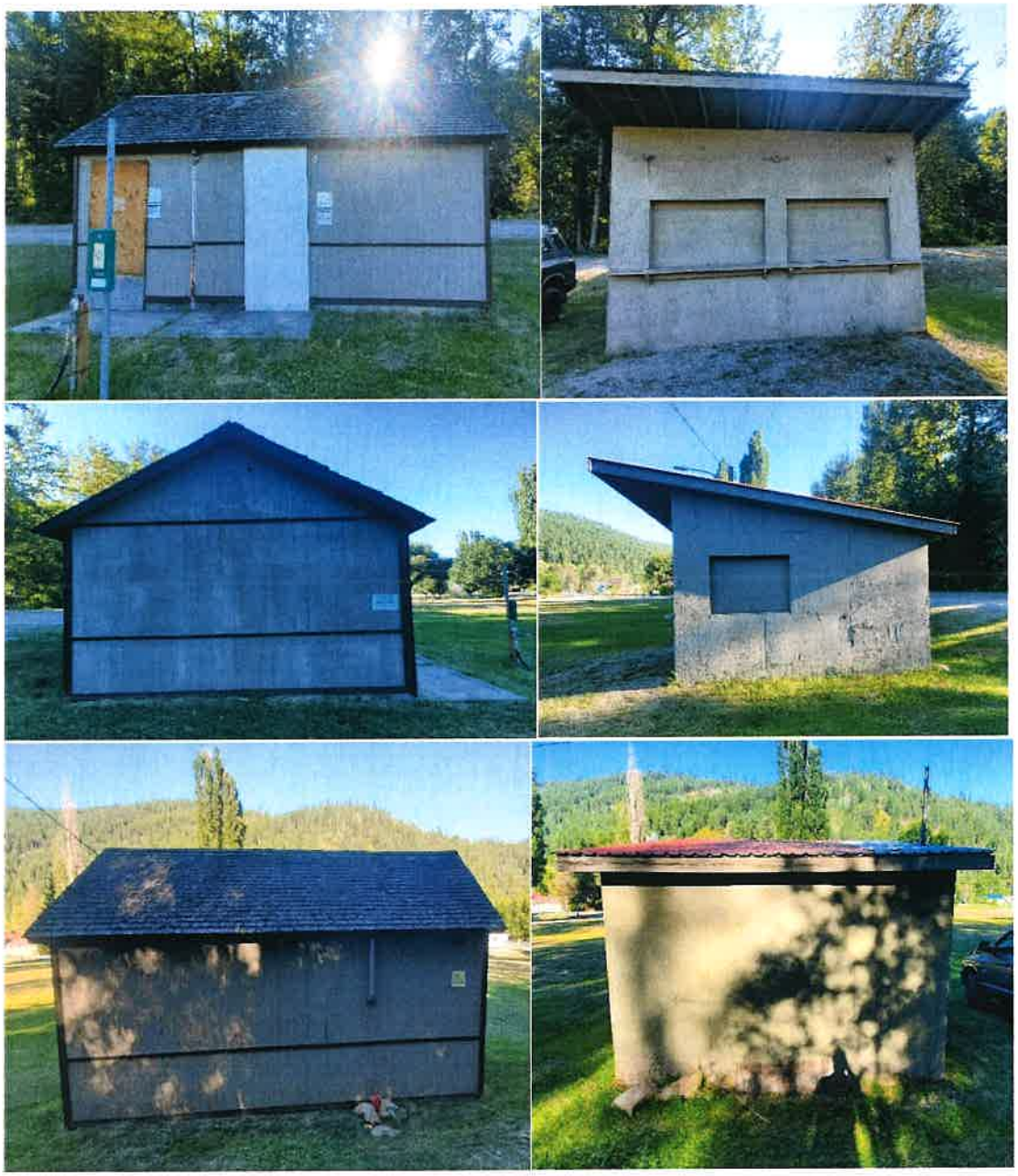
The Board of Trade would like partnership and steward these building in the park that have been unused and neglected for many years.



There is an opportunity to utilize these building for addition storage needs for events in Lions Park and other events storage. The BOT currently stores materials in city hall, firehall, the old curling rink and a small building on private property.

The buildings (12'x14' & 12'x 26') and location are ideal, and would provide a central storage location to house the many seasonal event materials ie: tents, props, and decorations. It would also provide an opportunity to cleanup and enhance the cities curb appeal.

Here are some photos of the buildings current condition



As you can see there are repairs required to bring the buildings back into usable structures, The Board of Trade has the ability to fund raise for the material, and with our active board members, provide the volunteer labour to restore these buildings.

This offer and request to the city is in an effort to help revitalize our community and clean up some of the city owned assets.

Thanks for your consideration on this incitive proposal.

On behalf of the Board of Trade

President
Barry Noll

MEMORANDUM TO COUNCIL

To: Mayor and Council **Date:** March 19, 2024

From: CAO, Trumbley & Acting CO, McCourt **Date to Council:** March 25, 2024

Subject: **Greenwood Board of Trade – Service Discussion**

Rationale

It has come to the City of Greenwood's attention that the Board of Trade for the City of Greenwood does not have a proper Legal Service Agreement with the City.

Recommendations

1. Action item: THAT Council provide permission for CO McCourt and CAO Trumbley to have a meeting with the Greenwood Board of Trade to discuss the two options available to continue working relationship between the City of Greenwood and the Greenwood Board of Trade.
    a. CAO Trumbley and CO McCourt report back to the Mayor and Council on direction requested by the Greenwood Board of Trade for the Councils consideration.

Background

It was identified by CAO Trumbley that the existing Service Agreement process between the City of Greenwood and the Greenwood Board of Trade has not been set-up correctly or empowered through an Economic Development Bylaw allowing a third-party to provide a service. This poses liability for the City of Greenwood and for the individual board member volunteering on the Board of Trade.
There are two recommended options to move forward on allowing the Greenwood Board of Trade to continue economic development activities for the City of Greenwood: those being,

1. SERVICE AGREEMENT: That the City of Greenwood establish an Economic Development Bylaw that allows the City to enter into a Service Agreement with a third-party, several steps would have to be achieved to strive in this direction,
    a. Greenwood Board of Trade would have to become a registered non-profit society under the *BC Societies Act*,
    b. Greenwood Board of Trade would need to establish a detailed 5-year strategic plan to set mutual terms with the City of Greenwood for the "deliverables" of the Service Agreement,
    c. City of Greenwood would need to draft an Economic Development Bylaw (*example attached*),
    d. Establish a local service tax approval process,
    e. Enter into a Service Agreement with the Greenwood Board of Trade.
2. GRANT IN AID (NON-PROFIT RELATIONSHIP): The Greenwood Board of Trade would have to become a registered non-profit society under the *BC Societies Act* and The City of Greenwood, on a project by project or year by year basis support via the Grant in Aid application process.

Attachments

a. City of Greenwood Draft Bylaw to establish and operate the promotion of economic development as a service in the City of Greenwood.

b. City of Greenwood Draft Service Agreement between the City of Greenwood and the Greenwood Board of Trade.

CITY OF GREENWOOD

BYLAW NO.

A bylaw to establish and operate the promotion of economic development as a service in the City of Greenwood.

WHEREAS the Mayor and Council (the "Council") of the City of Greenwood (the "City") may adopt a bylaw to establish and operate the promotion of economic development as a service in the City;

AND WHEREAS for a proposed electoral participating area, a Council may authorize approval under section 801 (2) (d) of the *Local Government Act* to be given under section 801.5 if, in the case of an establishing bylaw for a service referred to in section 800.1 (2), the proposed participating area for the service can be established without borrowing;

NOW THEREFORE the Council of the City, in open meeting assembled **ENACTS** as follows:

1. ESTABLISHMENT OF THE SERVICE

(a) The promotion of economic development is established as the Economic Development Service (the "service") in the City.

(b) The Council may operate the service in the Economic Development Service Area (the "service area") and, without limitation, enter into a contract with a third party to implement the service.

2. SERVICE AREA

The boundaries of the service area of the City.

3. METHODS OF COST RECOVERY

(a) The annual costs of the service are to be recovered by a requisition under section 806 of the *Local Government Act*.

(b) The amount requisitioned must be collected by a property value tax imposed in accordance with section 806.1 of the *Local Government Act* on the basis of the net taxable value of land and improvements.

4. **LIMIT**

The maximum amount that may be requisitioned annually for the service is $50,000.00 or .04/$1,000 of net taxable value of land and improvements.

5. **CITATION**

This bylaw may be cited as the **Greenwood Economic Development Service Establishment Bylaw No. ####.**

READ A FIRST, SECOND, AND THIRD TIME this DATE HERE.

ELECTORAL AREA D DIRECTOR CONSENT OBTAINED this DATE HERE.

APPROVED BY THE INSPECTOR OF MUNICIPALITIES this DATE HERE.

ADOPTED this DATE HERE.

Mayor

Chief Administrative Officer

SERVICE AGREEMENT

GREENWOOD BOARD OF TRADE

This Service Agreement is dated for reference the 14th day of March 2024.

BETWEEN:

CITY OF GREENWOOD
202 South Government Avenue
PO Box 129
Greenwood, BC V0H 1J0

(the "City")

AND: **GREENWOOD BOARD OF TRADE**
PO Box 430
Greenwood, BC VOH 1J0

(the "Society")

WHEREAS:

A. The City has authority under the Local Government Act to provide assistance for the purpose of benefiting the community or any aspect of the community;

B. The Greenwood area has a sustainable, thriving, and diverse economy that is aligned with community values, expands opportunities for all residents and improves overall community wellbeing;

C. The Greenwood Board of Trade (the Society) was incorporated on INSERT DATE HERE under the *Societies Act* (Number ######) to undertake the City of Greenwood's economic development planning and provide economic development services for the benefit of the businesses and residents of the City of Greenwood ("Service Community").

D. The Society is willing to provide, on behalf of the City of Greenwood, economic development services as set out in Schedule B ("Services") for the benefit of the Service Community, and the City is willing to financially support the Society for this purpose through an annual operating grant.

E. The City and the Society have entered into this agreement to set out a framework for the development, provision, and funding of city-based economic development services for the benefit of the businesses and residents of the City of Greenwood ("Greenwood Economic Development Service Area");

NOW THEREFORE, in consideration of the mutual promises set out herein, the sufficiency of which is acknowledged by the parties, the City and the Society agree as follows:

1. Services

1.1 The Society shall provide certain economic development services to the Greenwood Economic Development Service Area for the benefit of the communities and the City shall pay the Society for providing such services, subject to the terms and conditions of this agreement.

1.2 The economic development services will address such matters as business attraction, retention, and expansion in order to encourage job creation, a sustainable and diverse industrial, commercial, and agricultural tax base and a strong economic future for the city. Such economic development services may include, but are not limited to:

(a) programs to support workforce development and education;

(b) business retention and expansion (BRE) program;

(c) attracting business investment, including entrepreneurial businesses, through regional marketing, information provision and other techniques;

(d) development of new resident attraction;

(e) information collection and dissemination;

(f) working collaboratively on key regional facilities and infrastructure such as alternative energy development or tourism-related developments.

1.3 Following execution of this agreement, and every three to five years subsequently for the duration of this agreement, the Society shall undertake a strategic planning process to develop specific goals, priorities, projects, activities, deliverables, and ongoing programs for such economic development.

1.4 By November 30 of each year of the term of this agreement, the Society shall provide the City with an annual work plan for the coming calendar year containing proposed services for such period, together with budget and payment schedule for the City's approval.

1.5 The payment schedule must set out disbursements and expenses and must be aligned with:

(a) the annual budget and reporting provided by the Society;

(b) the period in which they were incurred; and,

(c) Public Sector/Non-Profit Accounting Standards.

1.6 The Society must provide the City with progress reports on a regular basis, no less than semi-annually, by mutual agreement of the City and the Society.

2. Fee for Provision of Service

2.1 Subject to deductions made under Section 11.2, the City shall pay to the Society the funding identified in Schedule A on the following basis:

(a) January to June, paid no later than January 15th of each year.

(b) July to December, paid no later than July 15th of each year.

2.2 The Society is responsible for the payment of all expenses it incurs in the provision of the Service, other than the costs paid directly by the City as referred to in Section 11.2.

2.3 In the event the Society fails to pay for any expenses associated with the Service, the City may deduct the corresponding amounts from the funds supplied by the City of Greenwood for the services and may in its discretion pay such expenses directly.

3. Accounting Services, Audit and Records

3.1 The Society will provide the services in a professional, timely and transparent way and shall communicate and report to the City on the delivery of services through the reporting provisions contained within this Agreement, as required for the provision of the services to the City of Greenwood.

3.2 The Society does not have any authority, actual or implied, to commit the City to obligations outside this Agreement, without the prior written consent of the City of Greenwood.

3.3 The Society will follow accounting principles in Canadian accounting standards for not-for-profit organizations ensuring that good financial practices, management, controls and procurement policies are in effect and will maintain at all times, accurate books, records and accounts for the Society, including all receipts and invoices supporting any expenditures, applied on a consistent basis from year to year and permit the City to inspect the same at all reasonable times and to make copies thereof.

3.4 The Society will present financial statements at the annual general meeting that includes the statement of financial position, the statements of operations and changes in net assets and related schedules, and cash flows for the Service of the preceding fiscal period January 1 to December 31.

3.5 The Society will provide an annual schedule of remuneration and expenses for all employees.

3.6 The President of the Society, or a designated person responsible for preparing the Society's financial statements, will meet at least annually with financial staff of the City of Greenwood to discuss the Society's financial statements. These meetings are intended to be for the exchange of information only.

3.7 The Society will present to its members for consideration and approval, any amendments to the Society's Bylaws to allow Elected Officials of the City, who represent participants in the Greenwood Economic Development Service, to be appointed by the City as non-voting Directors of the Society, by December 31, 2024.

3.8 The Society must not make any changes to the Society's Bylaws that affect qualification for Membership in the Society, or the election or appointment of persons to or on the Board of Directors of the Society, or the powers or duties of the members or Directors of the Society, without the City receiving advanced written notice of the proposed changes.

3.9 The City and the Society will collaborate through the establishment of a liaison team to investigate the potential for the integration of shared services, including but not exclusive of financial accounting, mapping and GIS assistance, and website hosting. The City will prepare a report with recommendations on the potential of integration for consideration of the City of Greenwood Mayor and Council and the Society by December 31, 2024. The City and the Society further agree that:

(a) The liaison team shall also collaborate in the ongoing review and clarification of contract deliverables in order to better meet City's expectations for the economic development services described in Schedule B;

3.10 The President shall complete annual Employee Performance Assessments for each full or part time staff member, if applicable.

4. Term of Agreement

4.1 This Agreement commences INSERT DATE HERE and expires on INSERT DATE HERE, subject to earlier termination (the "Term").

4.2 This Agreement may be renewed for an additional four-year (4) year term through the mutual written agreement of the City and the Society, provided such agreement is entered into on or before INSERT DATE HERE.

5. Early Termination

5.1 This Agreement is immediately terminated if the Society:

(a) Voluntarily winds up its affairs or dissolves itself;

(b) Becomes bankrupt or insolvent; or

(c) Is otherwise dissolved under the *Societies Act* of British Columbia.

5.2 If the Society fails to comply with or is in breach of any of the terms and conditions of this Agreement, or fails to hold an annual general meeting of its members for a period of 18 months, or fails to file an annual report when required to do so under the *Societies Act* of British Columbia, the City may serve written notice on the Society requiring the Society to remedy the default within 30-days from receipt of such notice, and if the Society fails to cure the default or take such steps as may be reasonably taken to correct or remedy the default within such time-period, the City may terminate this Agreement forthwith.

5.3 At any time during the Term, either party may terminate this Agreement on six months' notice to the other party, and upon the expiration of six months from the date of receipt of such notice, this Agreement shall be terminated.

5.4 The parties acknowledge that the Bylaws of the Greenwood Board of Trade provide that in the event of a windup or dissolution of the Society, funds and assets of the Society remaining after the satisfaction of its debts and liabilities, shall be given to or transferred to an organization within the City of Greenwood that is a qualified recipient, as defined under the Act that is registered under the *Income Tax Act* (Canada) as a charitable organization or other qualified one, as designated by the members at the time of winding up or dissolution.

6 Planning and Work Plan Approval

6.1 On or before November 1 of every year of the Agreement, the Society will submit to the Funding Partners Committee its annual work plan for the provision of Services for the following year and corresponding budget. The Funding Partners Committee will be comprised of the Mayor and Council plus the Chief Administrative Officer.

6.2 On or before April 1 following submission of the Society's annual work plan, the Mayor and Council will either approve the annual work plan and inform the Society of that approval or will return the annual work plan to the Society with reasons why the annual work plan is not approved.

6.3 If the Society has not, within 90 days of receiving notice from the Mayor and Council, amended the annual work plan to respond to the matters in disagreement, either party may commence dispute resolution under Section 15.

7 Reporting

7.1 In every year of this Agreement, the Society will on or before INSERT DATE HERE, provide to the City a written annual report which shall contain information on the Society's performance outcomes relating to the annual work plan, the year's operations, and the status of any capital developments (a sample template in Schedule C).

7.2 During the Term of this Agreement, the Society will do the following during each three-month period:

(a) Send to the Mayor and Council within the Greenwood Economic Development Service Area a standard written status report, in a form agreed upon by the Society and the City, summarizing the objectives, accomplishments and any changes to initiatives for inclusion in the formal agendas of the electoral areas participating in the service.

(b) Work in partnership with City designated staff to support external communications on the report activities, and other economic development related items of importance to that local government such as new projects, economic data, and research, streamlined process and items that support the Service.

8 Coordination of Activities

8.1 The President of the Society will meet regularly and independently with the City Chief Administrative Officer (or designate) upon his or her request. The purpose of the meetings will be to coordinate the roles, responsibilities, and activities of the parties as they relate to this Agreement and specific economic development related applications and or projects that the local government is reviewing.

8.2 The Society will maintain a 'living calendar of events' and provide a link to that calendar for the elected officials of the participating electoral areas and the City Chief Administrative Officer. The calendar shall include events and registration information such that members may consider in a timely manner whether they wish to attend an event.

9 Seeking Additional Funding Sources

9.1 The Society will diligently seek funds from sources other than the City to help fund the Services. The Society may seek the City's assistance to support applications to other grant programs and revenue sources and establish partnerships with local governments to explore revenue generating activities that support both parties.

10. Performance Contract Review

10.1 The City intends to review all aspects of the Greenwood Board of Trade service by INSERT DATE HERE. The review may include, but is not limited to the following items:

(a) Examination of service models;

(b) Reasonable input from the Society;

(c) Reasonable input from local businesses;

(d) Performance review of the annual work plans prepared under Section 6.

10.2 The Society will provide the City with such information and assistance that the City reasonably requires to complete its review of the Greenwood Board of Trade service.

11. Insurance

11.1 The Society will at its expense, throughout the term of the Agreement, maintain and pay for a comprehensive general liability insurance policy or policies with a limit of not less than $2,000,000 inclusive per occurrence for bodily injury and property damage.

11.2 The Society will at its expense, throughout the term of the Agreement, maintain and pay for property insurance.

11.3 The Society will add the City as an additional insured to that policy of insurance.

11.4 The Society will provide the City with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal policy or policies. Every certificate, or certificates of insurance, shall include certification by the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

11.5 Maintenance of such insurance and the performance by the Society of their obligation under this clause shall not relieve the Society of liability under the indemnity provisions here and above set forth.

12. Indemnity

12.1 The Society will indemnify, save harmless, release and forever discharge the City, its elected officials and appointed officers and employees from and against any and all manner of actions, causes of actions, claims debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known, in any way arising from, in connection with or attributable to the negligence, wrongful acts, or breach of the terms this Agreement on the part of the Society, its servants, agents, officers, employees, contractors or subcontractors in connection with the provision of the Service.

12.2 The City will indemnify and save harmless the Society, including its directors and employees, from and against any and all manner of action or causes of action, claims, debts, suits, loses, liabilities, costs, demands, and expenses based on loss or debt in any way arising from, in connection with or attributable to a breach of this Agreement by the City to the extent of a failure to meet the financial or notice obligations of the City under this Agreement.

13. Employment Relationship

13.1 It is understood that this Agreement is strictly between the City and the Society and is not to be interpreted as an employment relationship between the City and the Society and their employees and/or its agents and/or their employees, and/or its contractors and/or their employees. Should any differences arise between the Society and any of its employees and/or its agents and/or their employees and/or their contractors and/or their employees, they shall be resolved directly between them and the Society in this connection.

14. Dispute Resolution

14.1 Where a dispute arises between the Parties in connection with this Agreement or the provision of The Services, and the Parties cannot settle the dispute through negotiation, then the Parties will attempt in good faith to resolve the dispute through mediation. If the Parties are unable to resolve their dispute through mediation, by mutual agreement they may refer the dispute to binding arbitration pursuant to the *Arbitration Act* (British Columbia).

14.2 If any dispute is referred to mediation, or to an arbitrator appointed under the *Arbitration Act,* the costs of the mediation or arbitration will be borne equally by the Parties. The Parties agree that in the event of arbitration, a single arbitrator will be appointed in lieu of a panel.

15. General

15.1 This Agreement, and any rights or obligations hereunder, must not be transferred or assigned by the Society without the prior written consent of the City, and any attempt to do so without such consent will be of no force and effect.

15.2 The provisions herein contained, including the Schedules to this Agreement, constitute the entire Agreement between the parties and supersede all previous communications, representations, and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

15.3 This Agreement shall endure to the benefit of and is binding upon the parties hereto and their successors and permitted assigns.

15.4 Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

15.5 This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

15.6 Wherever the singular or masculine are used herein the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so requires.

15.7 In this Agreement, "will" or "shall" means that the party or parties referred to must perform the specified action.

15.8 Any ambiguity or uncertainty in this Agreement or its Schedules will not be construed against a party because that party drafted the provision or Schedule or requested that it be included in this Agreement.

15.9 The headings to the sections of this Agreement are inserted for convenience only and shall not affect the construction hereof.

15.10 Time is expressly declared and stipulated to be of the essence of this Agreement in respect of all payments to be made hereunder and all covenants and agreements to be performed and fulfilled,

15.11 Either party may, in writing, from time to time and at any time waive, in whole or in part, the benefit to it of any provision of this Agreement or any default by the other party, but any waiver on any occas1ion shall be deemed not to be a waiver of that provision 'thereafter or of any subsequent default, or a waive of any other provision or default under this Agreement.

15.12 All notices, requests and demands required or permitted to be given hereunder will be given in writing and may be delivered personally, or sent by electronic mail transmission to the parties at the addresses on the first page of this Agreement. All notices, requests and demands will be deemed to have been received when by electronic mail, on transmission; when mailed, on the seventh calendar day after being mailed.

16. Entire Agreement

16.1 This document, including:

Schedule A - Provision of Funding

Schedule B - Services

Schedule C-Activity Status Report

The parties hereto have executed this Agreement as of the day and year first above written.

The terms of this Agreement are hereby agreed to, as at the date above.:

CITY OF GREENWOOD

Mayor

Chief Administrative Officer

GREENWOOD BOARD OF TRADE

President

Secretary or Treasurer

SCHEDULE A

PROVISION OF FUNDING

The total funding to be provided for the Services is as follows:

Start-up working capital contribution - on signing	$INSERT PRICE HERE
For the period DATE HERE to DATE HERE	One half of the approved YEAR HERE budget

And annually thereafter the amount agreed to in the year's approved budget.

SCHEDULE B

SERVICES

The Services will consist of the following:

- Supporting and encouraging community economic development in and about the City of Greenwood area and for greater certainty, the Society will:
  - ▶ Undertake a strategic planning process to develop an economic development plan for the City of Greenwood. The planning process is intended to develop specific goals, priorities, projects, activities deliverables, and ongoing economic development programs.
  - ▶ The Society will develop and present to the City an annual work plan, together with a budget for approval.

- Other typical services to be provided will include, among others:
  - (a) providing information and assistance to individuals and businesses wishing to relocate to or invest in the City of Greenwood area;
  - (b) seeking input from individuals and groups interested in community economic development issues and sponsor meetings and events to encourage public discussion of those issues;
  - (c) sponsoring local employment initiatives in conjunction with other government agencies and interested community groups;
  - (d) participating in community planning initiatives in conjunction with City and regional planning authorities;
  - (e) attending meetings, conferences, trade shows and other events to represent the interests of the City and to promote the City of Greenwood as a desirable location in which to live and do business;
  - (f) providing assistance to projects and activities initiated by volunteer and not-for-profit community organizations and provide information on community projects and events to interested City of Greenwood residents;
  - (g) securing the confidence of the residents of the City of Greenwood area that it will, to the extent possible, represent the interests of all members of the community in matters relating to economic development; and,
  - (h) preparing grant applications to help fund various economic development initiatives and projects.

SCHEDULE C

ACTIVITY STATUS REPORT

DATE: INSERT DATE OF REPORT HERE

TO: City of Greenwood's Mayor and Council

FROM: Greenwood Board of Trade

RE: **YEAR ANNUAL REPORT**

Background:

The City of Greenwood has provided funding to the Greenwood Board of Trade Society in the amount of $INSERT AMOUNT HERE funded pursuant to Economic Development Service Bylaw No. 5775 (check whether there is a subsequent bylaw amendment). This funding was for the period INSERT DATE RANGE HERE.

(please insert data under the following headings)

- Annual Financial Statements
- Description of the Society's Activities
- Description of Fund Allocation
- Key Performance Indicators (KPI's).

	POLICY TITLE: City of Greenwood CAO - One Employee of Council Policy	POLICY NO: 2024-06
	AUTHORITY: Council for the Corporation of the City of Greenwood	CLASSIFICATION: Administration
	EFFECTIVE DATE: March 25, 2024	MOTION:
	SUPERSEDES:	

1. Purpose

To establish a 'CAO-One Employee of Council Policy as identified as the Chief Administrative Officer in the current Officer Positions Establishment Bylaw No. 1010, 2023.

2. Policy Statement

The City of Greenwood endorses the 'CAO-One Employee of Council' model of Corporate structure. This policy identifies the CAO as Council's only employee; all other City employees report (directly or indirectly) to the CAO rather than to Council. The CAO is the link between policy makers (Council) and policy implementers (staff).

3. Policy

a) The Chief Administrative Officer is Council's chief policy advisor. The CAO is responsible for providing Council with the background information to make policy decisions, and for ensuring that administration carries out the policies in a neutral and efficient manner.

b) The CAO as policy advisor is accountable to Council in the following roles:

I. Assistance in Direction Setting – provides Council with background information on actions and decisions of previous Councils; the roles of planning in the budget process; the impact of work plans on administration; project commitments by past or current Councils; public consultation and engagement on community priorities.

II. Fiscal Management – ensures the municipality's finances are managed; provide ongoing advice to Council and to department heads.

III. Leadership – fosters positive administrative leadership to install exceptional work ethics in all employees; mentoring of management skills; encourages new techniques and ideas for maximum efficiencies and unnecessary duplication; directing/selecting key senior positions within the organization; guides the vision and performance of the organization.

IV. Relationship Building with Council – ensures that Council has full access to information and advice to support their governance functions; strong mandate for Council that focuses on political direction; ensures that enactment of bylaws, Council policies, and Council directives are properly carried out by staff.

V. Quality Reports to Council – provides quality reports that include comprehensive and well written background information, research data, jurisdictional, and budget implications that

ensure the issue is addressed completely and fairly, and supported with an appropriate recommendation.

c) The Chief Administrative Officer is the link between Council and City employees. All Council directives, correspondence, and requests for information on behalf of the City will be channeled through the CAO who will forward to the appropriate staff to ensure follow-up actions. All submissions to Council, including Staff Reports, delegation requests, and correspondence will be channeled through the CAO. Significant information provided to any member of Council, which is likely to be used in Council or in political debate, will also be submitted to the CAO who will ensure that all Council members are provided the information.

MEMORANDUM TO COUNCIL

To: Mayor and Council **Date:** March 19, 2024

From: Acting CO, McCourt **Date to Council:** March 25, 2024

Subject: **Grant in Aid Request – Village of Midway Fire & Rescue Services**

Rationale

The City of Greenwood Mayor and Council requested at the March 11, 2024 Regular Council Meeting that administration look into the grants requested and the amounts granted in previous years for the Midway Fire & Rescue. The City Mayor and Council also wanted administration to look at the City's Grant in Aid Policy as in Section 8. of the policy it states; *"Requests for grant in aid for organizations whose facilities are outside of the boundaries of The City of Greenwood will not be considered".*

Recommendations

THAT Council grant the Village of Midway Fire & Rescue Services a Grant in Aid for a total of $4000.00 which amounts $2000.00 for this year and $2000.00 for last year as the Grant in Aid request was missed last year.

Background

Previous years the Midway Fire & Rescue Services received a $4000.00 Grant in Aid in 2022 and received $5000.00 from a Granit in Aid back in 2020.

The City of Greenwood Grant in Aid Policy does state that requests will not be considered if they are outside the City boundaries, The Midway Fire & Rescue services not only the Village of Midway but also services the City of Greenwood. The services provided through the Midway Fire & Rescue are unique and support the Greenwood Volunteer Fire Department as while as the community, the Midway department has "Road Rescue" which is an essential service that is accessed within the boundaries of the City of Greenwood as well as outside.

Upon having a meeting with Michael Dalosie the City's CAO, Dean Trumbley was able to find out that 75% of calls that the Midway Fire & Rescue get are outside of the service area, with 50% being east heading towards Rock Creek while the other 50% being west (Greenwood).

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,

Michael Daloise
Fire Chief
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

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 with in 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 publics, and are subject to annual review by the Council.

ELIGIBILITY REVEIWS

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 COMMUNNITY:
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 GOUP 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
V0H 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, 2024

Signature: Michael Daloise
Name: Michael Daloise
Position: Fire Chief/Emergency Program Manager
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