

**COUNCIL MEETING
AGENDA**

Date: Tuesday, April 11, 2023, 7:15 p.m.
Location: Council Chambers of the Municipal Office
1 Mackenzie Boulevard, Mackenzie, BC

Pages

1. CALL TO ORDER

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

2. ADOPTION OF MINUTES

2.1 Committee of The Whole - March 27, 2023

6

2.2 Regular Meeting - March 27, 2023

8

3. INTRODUCTION OF LATE ITEMS

4. ADOPTION OF AGENDA

THAT the Agenda be adopted as presented.

5. PUBLIC COMMENTS AND QUESTIONS

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

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

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

6. PETITIONS AND DELEGATIONS

7. CORRESPONDENCE

THAT the Correspondence listed on the Agenda be received.

7.1	<u>For Action:</u>	
7.1.1	Mackenzie Counselling Letter of Support Letter received from Mackenzie Counselling requesting support from the District by writing a letter to the Minister(s) of Mental Health and Addiction, Health and Finance, advocating to bring Foundry services to Mackenzie.	16
7.1.2	UBCM 2023 Membership Dues Letter and invoice in the amount of \$2,675.57 from the UBCM for the 2023 annual membership dues. The dues were \$2,696.18 in 2022.	18
7.1.3	College of New Caledonia - Letter of Support The College of New Caledonia is seeking a letter of support towards their application to the South Peace Mackenzie Trust for funding towards a "Tourism and Hospitality Ambassador" program and hiring an Event Coordinator for the CNC Event/Teaching Kitchen space. A sample letter of support has been provided for Council's consideration.	21
7.2	<u>For Consideration:</u> <i>Is there anything Council wishes to address in the "For Consideration" or "Centre Table File" correspondence?</i>	
7.2.1	Correspondence from Honourable Rob Flemming Letter of correspondence from Honourable Rob Flemming sent to the President and Vice Presidents of the North Central Local Government Association regarding the ministry's investment in NCLGA communities.	22
7.2.2	Old Growth Strategic Review Email received from the Ministry of Forests notifying dates for Old Growth Strategic Review Implementation workshops. April 25, May 2, 9, 25, 2023	24
7.2.3	Service Canada in the Community - Mackenzie Service BC Centre April 11 - 1:15 pm - 4:30 pm April 12 - 9:00 am - 12:00 pm	26
7.2.4	Northern Health Healthy Communities E-Brief - April 2023	27
7.3	<u>Centre Table File</u> Community Grant Applications - March 15th In-Take Mackenzie Nature Observatory Mugaha Marsh Banding Station 2022 Annual Birding Report	

8. ADMINISTRATIVE REPORTS

- | | | |
|-----|---|-----|
| 8.1 | <u>Grant Policy 3.16 – Community Grants Program Applications</u>

THAT Council approves the recommendations of the Grant Adjudication Committee for the second intake of the 2023 Community Grants Program as outlined in this report. | 34 |
| 8.2 | <u>Mill Road Signage</u>

THAT Council authorize staff to apply for a 30-year Licence of Occupation for a section of Crown Land for the purpose of installing wayfinding signage;

AND THAT if successful Council authorizes the Chief Administrative Officer to execute the 30-year Licence of Occupation. | 41 |
| 8.3 | <u>Electric Vehicle Charging Location</u>

THAT Council authorizes the Chief Administrative Officer, to execute the ten-year agreement with BC Hydro to allow for the purposes of charging multiple electric vehicles, and for the use of certain parking stalls as dedicated electric charging stalls. | 45 |
| 8.4 | <u>Mackenzie Golf & Country Club – Lease Renewal</u>

THAT Council approves the Licence of Occupation with the Mackenzie Golf and Country Club;

AND THAT Council authorizes the Chief Administrative Officer to execute the agreement. | 66 |
| 8.5 | <u>Draft - Downtown Vision and Action Plan</u>

THAT Council receives this report for information. | 77 |
| 8.6 | <u>Financial Plan Objectives and Policies</u>

THAT Council approves in principle the outlined objectives and policies to be included in the 2023 – 2027 Financial Plan Bylaw. | 142 |
| 8.7 | <u>Investment Portfolio</u>

THAT Council receives this report for information. | 147 |

8.8	<u>Growing Communities Fund</u>	149
	THAT Council supports staff recommendations to utilize 100% of the funds for critical infrastructure project(s) such as water and sewer, as identified in the financial plan bylaw, or as capital project(s) are identified.	
8.9	<u>RDFFG – Network Computer and GIS Services Agreement</u>	151
	THAT Council approves the 2023 – 2025 Network Computer and GIS Services Agreement with the Regional District of Fraser-Fort George;	
	AND THAT the Chief Administrative Officer and Chief Financial Officer be authorized to execute the agreement and any related documentation.	
9.	<u>COUNCIL REPORTS</u>	
9.1	<u>Mayor's Report</u>	
9.2	<u>Council Reports</u>	
9.2.1	Councillor Brumovsky	163
9.2.2	Councillor Hipkiss	164
10.	<u>UNFINISHED BUSINESS</u>	
11.	<u>NEW BUSINESS</u>	
11.1	<u>Day of Mourning - April 28, 2023</u>	
	Each year the District of Mackenzie observes the Day of Mourning by laying roses at the Memorial Rock outside of Town Hall. This day commemorates workers who have been killed, injured, or suffered illness due to workplace related hazards and incidents. This year the Day of Mourning is scheduled for Tuesday April 28, 2023. A motion is required from Council to direct staff to order flowers to observe the Day of Mourning as has been done in previous years to recognize the day.	
12.	<u>BYLAWS</u>	
12.1	<u>Bylaw No. 1495 - Water Rates and Regulations Amendment</u>	165
	THAT Bylaw No. 1495 cited as "Water Rates and Regulations Amendment Bylaw No. 1495, 2023" be given the final reading and adopted.	
12.2	<u>Bylaw No. 1496 - Sewer Rates and Regulations Amendment</u>	169
	THAT Bylaw No. 1496 cited as "Sewer Rates and Regulations Amendment Bylaw No. 1496, 2023" be given the final reading and	

adopted.

12.3 Bylaw No. 1497 - Garbage Rates and Regulations Amendment

173

THAT Bylaw No. 1497 cited as "Garbage Rates and Regulations Amendment Bylaw No. 1497, 2023" be given the final reading and adopted.

13. NOTICE OF MOTION

14. COMING EVENTS

14.1 Northern BC Tourism Information Session and Discussion

April 12, 2023 - 6:30 pm

Mackenzie Recreation Centre

14.2 Council of Forest Industries - Prince George

April 12-14, 2023

14.3 Spring Photo Contest

Launching May 1, 2023

14.4 Spring Expo

May 5-6, 2023

14.5 North Central Local Government Association Convention - Dawson Creek

May 9-12, 2023

14.6 Accessibility Week

May 29-June 2, 2023

14.7 Red Shirt Day

June 2, 2023

14.8 Access Awareness Day

June 4, 2023

15. INQUIRIES

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

16. ADJOURNMENT

**Committee of the Whole
Minutes**

March 27, 2023, 7:00 p.m.

**Council Chambers of the Municipal Office
1 Mackenzie Boulevard, Mackenzie, BC**

Council Present: Mayor J. Atkinson, Councillor A. Barnes, Councillor V. Brumovsky, Councillor A. Hipkiss, Councillor R. McMeeken, Councillor K. Tapper, Councillor J. Wright

Staff Present: Chief Administrative Officer D. Smith, Chief Financial Officer K. Borne, Director of Recreation Services T. Gilmer, Building Inspector K. Gawryluk, Fire Chief J. Guise, Land and Environmental Programs Coordinator L. Thorne, Director of Corporate Services E. Kaehn, Legislative Clerk/Executive Assistant C. Smirle

Visitors Present: Corporal C. Airyd - RCMP, R. Weber - SD57 Trustee

1. CALL TO ORDER

Called to order at 7:00 pm.

Councillor Tapper acknowledged the land on which we gather is within the traditional territory of the Tse'khene People of the McLeod Lake Indian Band.

2. REPORTS

2.1 Operations

Moved by: Councillor Hipkiss

THAT the Operations reports for the month of February 2023 be received.

CARRIED

2.2 RCMP

Moved by: Councillor Barnes

THAT the RCMP report for the month of February 2023 be received.

CARRIED

2.3 Fire

Moved by: Councillor McMeeken

THAT the Fire report for the month of February 2023 be received.

CARRIED

2.4 Recreation Services

Moved by: Councillor Wright

THAT the Recreation Services report for the month of February 2023 be received.

CARRIED

2.5 Finance

Moved by: Councillor Barnes

THAT the Finance report for the month of February 2023 be received.

CARRIED

2.6 School District No. 57 Mackenzie Representative

Moved by: Councillor Hipkiss

THAT the School District No. 57 Report for the month of February 2023 be received.

CARRIED

3. **OTHER BUSINESS**

N/A

4. **ADJOURNMENT**

Moved by: Councillor McMeeken

THAT the meeting be adjourned at 7:25 pm.

CARRIED

Councillor Tapper

Corporate Officer

**Regular Council Meeting
Minutes**

**March 27, 2023, 7:15 p.m.
Council Chambers of the Municipal Office
1 Mackenzie Boulevard, Mackenzie, BC**

Council Present: Mayor J. Atkinson, Councillor A. Barnes, Councillor V. Brumovsky, Councillor A. Hipkiss, Councillor R. McMeeken, Councillor K. Tapper, Councillor J. Wright

Staff Present: Chief Administrative Officer D. Smith, Chief Financial Officer K. Borne, Director of Recreation Services T. Gilmer, Building Inspector K. Gawryluk, Fire Chief J. Guise, Director of Corporate Services E. Kaehn, Legislative Clerk/Executive Assistant C. Smirle

1. CALL TO ORDER

CALLED TO ORDER AT 7:30 pm.

Mayor Atkinson acknowledged the land on which we gather is within the traditional territory of the Tse'khene People of the McLeod Lake Indian Band.

2. ADOPTION OF MINUTES

2.1 Regular Meeting - March 13, 2023

The minutes of the Regular Meeting held on March 13, 2023 were adopted as amended.

2.2 Special Meeting- March 14, 2023

The minutes of the Special Meeting held on March 14, 2023 were adopted as presented.

3. INTRODUCTION OF LATE ITEMS

N/A

4. **ADOPTION OF AGENDA**

Resolution: 32861

Moved by: Councillor Barnes

THAT the Agenda be adopted as presented.

CARRIED

5. **PUBLIC COMMENTS AND QUESTIONS**

Shannon Bezo, resident, thanked Council for providing their monthly reports and added that she looked forward to the items on this evening's agenda.

6. **PETITIONS AND DELEGATIONS**

David Sheach, Non-Profit Portfolio Manager at BC Housing, provided an update on the BC Housing Initiatives in Mackenzie.

7. **CORRESPONDENCE**

Resolution: 32862

Moved by: Councillor Hipkiss

THAT the Correspondence listed on the Agenda be received.

CARRIED

7.1 **For Action:**

7.1.1 Letter of Support - MORATA

Resolution: 32863

Moved by: Councillor Barnes

THAT the District of Mackenzie provide a letter of support to the Mackenzie Outdoor Route and Trail Association towards their grant application to the Regional District of Fraser-Fort George, for the Cultural Endowment Fund to assist with funding towards the 2023 Morfee Scramble.

CARRIED

7.1.2 Dry Grad Dinner and Dance Venue Rental

Resolution: 32864

Moved by: Councillor McMeeken

THAT the District of Mackenzie provide an in-kind grant to waive the rental fees for the 2023 graduating class to host their dry grad dinner and dance at the Rec Centre;

AND THAT staff set up a meeting with School District No. 57 and the Dry Grad Committee to discuss future funding.

CARRIED

7.1.3 MSS 2023 Grad Banners

Resolution: 32865

Moved by: Councillor Wright

THAT the District of Mackenzie support the 2023 Grad Class by providing an in-kind donation to set up grad banners around town.
Opposed (6): Mayor Atkinson, Councillor Barnes, Councillor Brumovsky, Councillor Hipkiss, Councillor McMeeken, and Councillor Tapper

DEFEATED (1 to 6)

Amendment:

Resolution: 32866

Moved by: Councillor McMeeken

THAT Council postpone the decision to support the 2023 Grad Class with an in-kind grant to displaying the grad banners around town until Staff and the Grad Committee can discuss the costs further;

AND THAT a report be brought back to an upcoming Council meeting with further details.

CARRIED

8. ADMINISTRATIVE REPORTS

8.1 Property Tax Revenue

Resolution: 32867

Moved by: Councillor Wright

THAT Council amends to approve an 8% Class 1 Residential property tax increase for 2023.

CARRIED

8.2 Community Wildfire Resiliency Plan 2022

Resolution: 32868

Moved by: Councillor Barnes

THAT Council approves the 2022 District of Mackenzie Community Wildfire Resiliency Plan.

CARRIED

8.3 2023 Water, Sewer, and Garbage Bylaw Amendment

Resolution: 32869

Moved by: Councillor McMeeken

THAT Council receives this report for information.

CARRIED

8.4 Council Travel and Expenses

Resolution: 32870

Moved by: Councillor McMeeken

THAT Council allow the reallocation of unused Council expense budgets to other Councillor budgets if they have or will be exceeding their annual budget;

AND THAT any requests for further funding would be brought forward to Council for approval prior to booking.

Opposed (6): Mayor Atkinson, Councillor Barnes, Councillor Brumovsky, Councillor Hipkiss, Councillor Tapper, and Councillor Wright

DEFEATED (1 to 6)

Amendment:

Resolution: 32871

Moved by: Councillor Wright

THAT the 2023 Council travel and expenses budget be increased to include expenses related to attending the Local Government Leadership Academy – Elected Officials Seminar in March;

AND THAT following the next election year, and those subsequent, that the Council travel and expenses budget be increased in future to allow all members of Council the opportunity to attend the Local Government Leadership Academy – Elected Officials Seminar, if hosted, without it affecting their individual budget allocations.

CARRIED

8.5 Business Façade Improvement Program 2023

Resolution: 32872

Moved by: Councillor Hipkiss

THAT Council approves the Mackenzie PharmaChoice application to the Business Façade Improvement Program to a maximum amount of \$5,000.00.

CARRIED

9. COUNCIL REPORTS

9.1 Mayor's Report

9.1.1 Mayor Atkinson - February 2023

Mayor Atkinson provided a written report.

9.2 Council Reports

9.2.1 Councillor Wright - March 2023

Councillor Wright provided a written report.

9.2.2 Councillor Barnes

Councillor Barnes provided a verbal report.

9.2.3 Councillor Tapper

Councillor Tapper provided a verbal report.

10. UNFINISHED BUSINESS

N/A

11. NEW BUSINESS

N/A

12. BYLAWS

12.1 Bylaw No. 1495 - Water Rates and Regulations Amendment

Resolution: 32873

Moved by: Councillor McMeeken

THAT Bylaw No. 1495 cited as "Water Rates and Regulations Amendment Bylaw No. 1495, 2023" be given the first three readings.

CARRIED

12.2 Bylaw No. 1496 - Sewer Rates and Regulations Amendment

Resolution: 32874

Moved by: Councillor Barnes

THAT Bylaw No. 1496 cited as "Sewer Rates and Regulations Amendment No. 1496, 2023" be given the first three readings.

CARRIED

12.3 Bylaw No. 1497 - Garbage Rates and Regulations Amendment

Resolution: 32875

Moved by: Councillor Hipkiss

THAT Bylaw No. 1497 cited as "Garbage Rates and Regulations Amendment Bylaw No. 1497, 2023" be given the first three readings.

CARRIED

13. NOTICE OF MOTION

N/A

14. COMING EVENTS

14.1 Rec Centre Fitness Survey

Survey available until March 31, 2023

<https://www.letschatmackenzie.ca/recreation-centre-feedback>

14.2 Burger Night - Mackenzie Legion

March 31, 2023 - 5:00 pm - 8:00 pm

14.3 Karaoke Night - Mackenzie Legion

April 1, 2023 - 7:00 pm

- 14.4 Mackenzie Secondary School Pancake Breakfast
April 2, 2023 - Mackenzie Legion
8:00 am - 12:00 pm
- 14.5 Council of Forest Industries Convention - Prince George
April 12-14, 2023
- 14.6 North Central Local Government Association Convention - Dawson Creek
May 9-12, 2023
- 14.7 CNC Training Programs
Forest Worker Essential Program
Short Order Cook Program

15. INQUIRIES

Shannon Bezo, resident, noted that there was quite a bit of discussion during the "For Correspondence" section of the agenda and suggested that if staff had invited those particular user groups to the meeting some of the questions may have been addressed. Mayor Atkinson thanked Ms. Bezo for her comment and added we would pass that on to staff.

Ms. Bezo also noted that there was quite a bit of discussion during the Council Travel and Expenses Report and suggested that this report should have gone to a Special meeting first to ensure all Councilors were on the same page prior to the report coming to a regular meeting.

Ms. Bezo commended the Council meetings for being available online through Zoom and added that she hoped future meetings would see further public participation as a lot of hard work goes into the whole Council meeting process.

16. **ADJOURNMENT**

Resolution: 32876

Moved by: Councillor McMeeken

THAT the meeting be adjourned at 9:34 pm.

CARRIED

Mayor

Corporate Officer

DRAFT



Mackenzie Counselling Services

*Mackenzie, BC V0J 2C0
Phone (250) 997-6595
Fax (250) 997-3903*

March 29, 2023

RECEIVED

APR 04 2023

DISTRICT OF
MACKENZIE

Mayor and Council
District of Mackenzie
Bag 340
Mackenzie, BC V0J 2C0
MayorandCouncil@districtofmackenzie.ca

Dear Mayor and Council:

Re: Help Mackenzie Counselling Bring Foundry to Mackenzie.

Mackenzie Counselling wants to bring Foundry to Mackenzie. Foundry is a BC wide mental health resource for youth, they provide a whole host of resources, such as counselling, info-sessions, substance use education, sexual health education..etc. Here is their website for you to explore [Foundry - Where Wellness Takes Shape - \(foundrybc.ca\)](http://foundrybc.ca).

This will be a major benefit for Mackenzie. First, this will plug Mackenzie into a provincial wide network of youth mental health professionals, giving our community the most up to date practices, trends and resources. Second, Foundry is a brand that youth know, especially youth moving to Mackenzie from larger urban settings. Having the Foundry branding associated with Mackenzie Counselling will make our services more friendly to youth. Third, although some of the services Foundry offers Mackenzie Counselling does already, there are others it does not, so this partnership will bring new support services to Mackenzie that are needed to support Mackenzie and McLeod Lake Youth.

Mackenzie Counselling is requesting the District of Mackenzie's help. Right now, there is no funding for Foundry to expand to new locations. But, their website encourages communities interested to 'advocate with provincial and regional decision makers' to get more funding. Our office has already contacted MLA Mike Morris, and he is writing a letter supporting this endeavor, sending it to the Minister of Health, Mental Health and Addictions and Minister of Finance. Our office has reached out to the McLeod Lake Indian Band to also support bringing Foundry to Mackenzie. Our ask, is would the District of Mackenzie write a letter to the Minister(s) of Mental Health and Addiction, Health and Finance, advocating to bring Foundry services to Mackenzie. We believe this service will help the community of Mackenzie support its youth population, which will help build a long lasting and sustainable community for years to come.

Our office is willing to help in this process the whole way, so please do not hesitate to reach out. We would be very appreciative of any help the District can provide.

Sincerely,



Lyse Tremblay
Executive Director

March 17, 2023



Council Members
District of Mackenzie
Bag 340
Mackenzie, BC V0J 2C0

Dear Council Members:

Re: UBCM Membership

I am writing to invite District of Mackenzie to renew its annual membership in the Union of B.C. Municipalities (UBCM).

Local governments everywhere throughout the province are delivering services to support healthy, safe and complete communities. As we do so, we are facing significant challenges related to a lack of attainable housing, the complex care needs of unhoused populations, public safety issues related to random violence, aging infrastructure, inflationary pressures and the impacts of climate change and associated extreme weather events.

These are challenging times, and the need for a close effective relationship with other orders of government will be critical for navigating our way forward. UBCM is working with the Province of B.C. on the most urgent issues facing B.C.'s communities, guided by the common interest of every local government in the province.

UBCM has been a longstanding advocate for better infrastructure funding and streamlined delivery. Last month I was pleased to join Premier Eby when he announced \$1 billion in new funding to expand and upgrade the core facilities for every local government in the province. As I write this, we are just three weeks away from a housing summit hosted by UBCM to bring together local elected leaders, the Province and key stakeholders from across the housing sector to reimagine housing policy. Plans are also underway for UBCM's administration of doubled funding for emergency preparedness. Preparations are also underway for negotiations to deliver the multi-billion-dollar Canada Community-Building Fund. These examples, drawn from the past few weeks provide a window into our year-round efforts to advocate on behalf of our members and deliver funding that is critical for strengthening B.C.'s communities.

Our strength as an organization is grounded in the support of our membership. For over 40 years, UBCM has attained 100% support from local governments in B.C. I thank you for the renewal by District of Mackenzie this past year. Over the coming year, I am dedicated to working with my fellow Executive members and our secretariat to maintain the support of communities across the province.

As always, if you have questions or feedback about our work, please contact me directly.

Sincerely,

A handwritten signature in black ink that reads "JCFord". The signature is written in a cursive, flowing style.

Councillor Jen Ford
UBCM President

TO: Local Government Chief Financial Officers
FROM: Hervinder Bains, Chief Financial Officer
RE: **UBCM 2023 UBCM MEMBERSHIP DUES**

UBCM President Jen Ford has written to all local councils and regional boards requesting them to consider renewing their membership for 2023 (enclosed).

UBCM membership dues are based on Executive Policies 2.1–2.3. Rates for 2023 are:

<u>Population</u>	<u>Rate</u>
First 5,000	0.7094
Next 10,000	0.5152
Next 15,000	0.3242
Balance	0.0663

RECEIVED
MAR 24 2023

DISTRICT OF
MACKENZIE

Membership dues are calculated on your population, and the population estimates used are those prepared by BC STATS, Ministry of Jobs, Trade & Technology, Province of BC (December 2022).

We also enclose for your attention our 2023 dues invoice.

Please feel free to contact our office (accountspayable@ubcm.ca) if you have any questions.

Encls.

**UNION OF B.C. MUNICIPALITIES**

Suite 60 – 10551 Shellbridge Way
Richmond, British Columbia
Canada, V6X 2W9

Phone: (604) 270-8226 E-mail: ubcm@ubcm.ca

INVOICE

TO: District of Mackenzie
Bag 340
Mackenzie, BC V0J 2C0

Invoice Date: Mar 15, 2023

Invoice No: D-5597

Due: upon receipt

Reference: 2023 UBCM Annual Dues

DESCRIPTION	AMOUNT
Population: 3,592 <i>Your UBCM dues have been calculated using population estimates (Dec 2022 release) provided by BC STATS, the central statistical agency of the Province of British Columbia.</i>	
Annual Dues:	
First 5,000 population at 0.7094	\$2,548.16
Next 10,000 at 0.5152	\$0.00
Next 15,000 at 0.3242	\$0.00
Balance at 0.0663	\$0.00
Subtotal:	\$2,548.16
5% GST: (10815 0541)	\$127.41
Total:	\$2,675.57

**UNION OF B.C. MUNICIPALITIES**

Suite 60 – 10551 Shellbridge Way, Richmond, B.C. V6X 2W9

REMITTANCE PORTION

District of Mackenzie
2023 Annual UBCM Dues

Date: Mar 15, 2023

Invoice # D-5597

TOTAL DUE:

\$2,675.57

AMOUNT
ENCLOSED:

Please return this portion of invoice with payment. Please do not combine payment of this invoice with any other billing you may receive from UBCM. Thank you.

April 6, 2023

District of Mackenzie

Please accept this letter as confirmation that the District of Mackenzie supports the College of New Caledonia's application to South Peach Mackenzie Trust to fund a Creating Tourism and Hospitality Ambassador's program and to hire an Event Coordinator for CNC's Event/Teaching Kitchen space.

The proposed event coordinator would work closely with community groups, local employers and individuals to host events utilizing our event space and teaching kitchen. Events could include meetings, conferences, indoor markets, craft fairs, fundraisers, pop up events such as burger and beer nights, destination wedding reception venue, dances, and movie nights, making Mackenzie a more desirable place to visit and live.

The Creating Community Ambassadors in Tourism/Hospitality Program will provide support to community organizations and employers by training qualified staff. The implementation of this training program is to develop new skills that are needed by an individual to perform the functions required in Tourism and Hospitality sector.

The program goal is to have 12 participants in each offering receive training certificates in First Aid, Foodsafe, WHMIS, Serving it Right, SuperHost, and 5-weeks practical experience in all aspects of the Hospitality and Tourism sector. After completion of the 6-week program, the successful outcome would be to have all 12 participants employed or in a volunteer capacity with local companies.

The District of Mackenzie feels this application is in alignment with our 5-year Tourism Plan, 2021-2026.

Best wishes on your application and we look forward to working with you to achieve the desired outcomes.

Sincerely,



March 21, 2023

Steve Forseth, President
Sheila Boehm, Vice President
Judy Greenaway, Vice President

Reference: 315004

North Central Local Government Association
1511 3rd Avenue
Prince George BC V2L 3G3

Dear Steve Forseth, Sheila Boehm and Judy Greenaway:

Re: Meeting and Resolutions

I am writing to follow up on our meeting of January 9, 2023, where Deputy Minister Kaye Krishna, Associate Deputy Minister Kevin Richter and I discussed with you the transportation investment priorities of the North Central Local Government Association (NCLGA). We appreciated the opportunity to meet with you, and I am pleased to provide more information about some of the ministry's investments in NCLGA communities.

The ministry is committed to ensuring our highway network is resilient and reliable, both now and in the future. As we invest in our highway network, we are using the highest design standards to ensure our infrastructure can withstand future climate-related weather events. Since 2015, all designs of provincial highway infrastructure—including new, rehabilitated and rebuilt infrastructure—must take into account future climate events. We are working collaboratively with several ministries, First Nations, regional districts, municipalities and other organizations as we explore ways to build a more resilient transportation network. Ministry staff are also working with climate specialists at the Pacific Climate Impacts Consortium to obtain future climate data that will inform our designs.

In 2022/23, the provincial government is forecasting to spend approximately \$575 million on bridge, highway, and sideroad improvements, with over \$150 million invested in the Northern region. This represents the largest investment ever in our highway preservation program. As part of the overall preservation program investments, the ministry has committed \$345 million over 10 years to mitigate the impacts of climate change. This program will target vulnerable infrastructure in priority areas to better withstand devastating floods, slides and wildfires.

The ministry has also continued to invest in the [Cariboo Road Recovery Projects](#), which will deliver long-term solutions to the slides and washouts that occurred on roads between Williams Lake and Quesnel in 2020 and 2021. The Province is seeking federal funds to help pay for these repairs, which are estimated to cost up to \$1 billion.

.../2

The ministry's capital expansion program increased to almost \$1 billion in 2022/23. These investments have allowed the ministry to deliver projects in the North and Central regions of B.C., including:

- Major rehabilitation of the Simon Fraser Bridge in Prince George (\$20.5 million)
- Highway 16 Toboggan Passing Lane Project near Smithers (\$7.3 million provincial contribution with \$2.4 million federal contribution)
- Highway 97 and Racing Road improvements in Quesnel (\$11.3 million provincial contribution with \$7.7 million federal contribution)
- Highway 16 Commercial Vehicle Inspection Station near Terrace (\$19.2 million provincial contribution with \$15 million federal contribution)
- Significant initial planning and design work on a long-term solution for the future of the Taylor Bridge in the Peace.

The ministry also continues to improve our ability to respond to emergencies. In the 2021 Telegraph Creek Road freshet event, which saw over 50 sites of road and structure damage, we worked closely with the Tahltan Nation on the repairs. Through this collaboration, we were able to reopen the road to limited traffic within three weeks and fully reopen it within the year. Additional work to increase the resiliency of the road continues.

We know that our highways and sideroads are often the sole means of transport for rural and Indigenous communities, and we are committed to continuing to invest in our network to preserve its safety and reliability so these communities can prosper. We will continue to build partnerships and capacity in the communities we serve, so we can draw on these resources to respond to emergencies quickly.

I regret that we did not have the opportunity to meet again during your trip to Victoria in March. I appreciate your organization's advocacy, and I look forward to connecting with you again in the future. If you have any questions or require any assistance in the meantime, please do not hesitate to contact Darrell Gunn, Executive Director, Northern Region, at 250 645-9609 or Darrell.Gunn@gov.bc.ca. He will be pleased to help you.

I hope this information is helpful. Thank you again for taking the time to meet with me.

Sincerely,



Rob Fleming
Minister

.../3

From: OldGrowthEngagement <OldGrowthEngagement@castlemain.com>
Sent: Monday, April 3, 2023 4:09 PM
Subject: Old Growth Strategic Review Implementation Workshops

Hello,

The Ministry of Forests and the Ministry of Water, Lands and Resource Stewardship are collaborating with First Nations and engaging with stakeholders across British Columbia to develop an action plan to support the implementation of the Old Growth Strategic Review, which includes a BC Biodiversity and Ecosystem Health Framework (previously called the declaration).

In January and February, the province brought together more than 300 First Nations and multisector participants at two provincial forums to share ideas and better understand the current state, opportunities for improvements and the future management of our forests and ecosystems. Building on those conversations, the province is organizing a series of in-person and virtual regional workshops in the coming weeks for more opportunities to hear additional insights.

You are invited to attend any workshops of your choice to share your voice and hear directly from others. Your insights will help shape the content of the old growth strategic action plan and will contribute to future regional planning efforts to implement changes from the Old Growth Strategic Review.

WORKSHOP DATES:

In addition to a series of regional workshops specifically for collaboration with First Nations, the province is planning the following Northern regional workshops for select stakeholders together with First Nations.

- **Tuesday, April 25, 2023 – 9:30 a.m. – 4 p.m. (PST) in Prince George, BC**
Prince George Conference and Civic Centre, 808 Canada Games Way, Prince George
- **Tuesday, May 2, 2023 – 9:30 a.m. – 4 p.m. Virtual**
- **Wednesday, May 10, 2023 – 9:30 a.m. – 4 p.m. (PST) in Terrace, BC**
Best Western Terrace Inn, 4553 Greig Avenue, Terrace
- **Thursday, May 25, 2023 – 9:30 a.m. – 4 p.m. (PST) in Burns Lake, BC (TBC)**

At registration, you can select the workshops that would work best for you. If you are not able to attend, you may send one alternate in your place. These workshops will have a similar format to provide the same opportunity regardless whichever you attend. All

regional sessions will be facilitated to allow for ideas to be shared and discussed between workshop participants and ministry staff in a respectful and collaborative way.

Registration

Please fill out this [form to register to any of the workshops](#) by April 21, 2023, by 4 p.m. Registration is free, and your business information will be required to ensure participation. Once your registration has been collected, background information will be shared in advance of the workshop to support meaningful and informed participation. For the virtual workshop, a link to attend the session will also be provided.

If you have any questions regarding these regional workshops, please email Yvonne.Parkinson@gov.bc.ca.

Thank you for your interest. We hope you or a designate from your organization will attend these workshops with us.

Sincerely,

Norah White
Executive Director, Provincial Old Growth Strategy
Office of the Chief Forester
Ministry of Forests



**SERVICE CANADA WILL BE IN YOUR
COMMUNITY ON**

April 11th-12th, 2023

From: April 11th 1:15pm -4:30pm
April 12th 9am- 12pm

At: Mackenzie Service BC Centre
64 Centennial Drive
Mackenzie, BC

We will be able to help you with:

Employment Insurance
Canadian Pension Plan / Old Age Security /
Guaranteed Income Supplement
Social Insurance Number
Passport application intake



You can access our online services at
Canada.ca/service-canada-e-service

**SERVICE CANADA SERA DANS VOTRE
COLLECTIVITÉ LE**

11-12 avril, 2023

De: 11 avril 13h15 -16h30
12 avril 9h- 12h

À: Centre de service C.-B. Mackenzie
64, promenade Centennial
Mackenzie, BC

Nous pourrions vous aider avec :

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Régime de pension du Canada / Sécurité de la
vieillesse / supplément de revenu garanti
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Pour accéder à nos services
en ligne, consultez
**[canada.ca/service-canada-services-
-électroniques](https://canada.ca/service-canada-services-électroniques)**

Join the Conversation about Preventing Falls

Did you know falls are the leading cause of injury for older adults? One in three British Columbians over the age of 65 will fall once a year, and falls are the main reason why older adults lose their independence. Many falls can be prevented and there are [resources](#) available to help keep older adults injury-free.

Starting this spring, Northern Health will be hosting conversations across the region to learn how falls are being prevented. Adults 65 years and older will be invited to share their thoughts during a telephone survey or an in-person group discussion in select communities. Community organizations that support older adults are invited to share their feedback in this [survey](#).



Source: [Unsplash](#)

We would like to learn:

- How people and communities in Northern BC work together to prevent falls.
- If and how the COVID-19 pandemic has changed fall prevention efforts in communities.
- What resources are available and needed to help prevent falls.

To find the dates and locations of the in-person group discussions and to learn more about fall prevention, visit the [Northern Health Seniors' Fall Prevention](#) webpage. This project is funded by the BCCDC Foundation for Public Health.

The information gathered will guide future fall prevention efforts in the Northern Health region. We look forward to connecting with community members!

For Your Information

Oral Health Month 2023

April is Oral Health Month. Time to celebrate oral health for total health. The Northern Health (NH) dental team will be sharing information on NH social media on how to keep your teeth for a lifetime. The NH dental team works very closely with other health professionals such as Primary Care Nurses, Speech and Language Pathologists and Dietitians to improve the dental health of people living in Northern BC. The NH dental team members can be found providing dental services in primary care settings, preschools and public schools as well as attending health fairs and events in local communities. To learn more about oral health for total health or how to access the

dental program in or near your community, visit the NH Dental Health Program [webpage](#).

British Columbia Dental Association's (BCDA) [Brush2Win contest](#) runs April 1 to 30, 2023, and is open to all BC elementary schools with children in Kindergarten through Grade 3. Schools registering during the contest period will be entered into a draw for one of five \$1,000 prizes!

Share Your Opinion

Call for Applications for the National Advisory Council on Poverty

Deadline: April 13, 2023

The Government of Canada is seeking persons with lived experience of poverty for the National Advisory Council on Poverty. Candidates may submit a narrative describing their experience living in poverty, instead of submitting a resume. Women, Indigenous people, persons with disabilities, and members of visible minority groups are strongly encouraged to [apply](#).

School Food Toolkit for BC – First Nations Engagement

Deadline: April 30, 2023

The BC Chapter of the Coalition for Healthy School Food and IDEA Diabetes are inviting you to complete this [survey](#) and share views on school food and inform the development of a toolkit. The purpose of this survey is to engage First Nations peoples and communities in BC to understand the perspectives and world views about the school food environment for First Nations students, whether they are living at home or away from home. Share your views and be entered to win a \$500 donation for the school of your choice.

Resources (toolkits, reports, websites)

Guide: 10 ways Local Government can Propel Positive Social Change

This [guide](#) provides a road map for local government leaders, community partners, and individuals who wish to deepen their learning and find guidance on how local governments can become game-changers in propelling positive social change.

Hands on Food: A food-based teaching resource for primary and secondary educators in BC

Looking for an engaging way to teach about food? [Hands on Food](#) offers food and nutrition lesson plans that you can incorporate into your core curriculum, including Science and PHE. Topics include growing, cooking, and preserving food, and reducing food waste. Lessons were developed by dietitians and educators and were successfully piloted in School Division 73 classrooms.



Hey Neighbour! Collective Practice Guides

These four practice guides are written for residents, landlords, housing operators, non-profit organizations, and local governments. They focus on fostering neighbour-to-neighbour connections and social resilience in multi-unit housing. They also include tips and strategic approaches and describe the benefits for everyone involved. Visit the Hey Neighbour! [webpage](#) for more information and to access the guides.

Physical Activity Alliance of Northern BC (PAANBC) soft-launches website

The Physical Activity Alliance of Northern BC (PAANBC) is an alliance of community-minded organizations working to make movement accessible across Northern BC. The Alliance has just launched their [website](#), which will act as an information-sharing and partnership building hub for organizations and champions with a passion for physical activity. Please take the opportunity to browse and contribute your community insights and opportunities! You can also follow PAANBC on [Instagram](#).

We Deserve Safer Spaces Campaign

Together, we can end gender-based violence (GBV) against 2SLGBTQIA+ youth. Through education, allyship and action, we can make a safer world for 2SLGBTQIA+ youth. Make a commitment today and take the [pledge](#) to fight GBV against 2SLGBTQIA+ youth. Visit the Safer Project webpage to access resources for [youth](#) and [service providers](#).



Events & Learning Opportunities

Wood Smoke Webinar

Date: April 4, 2023

The BC Lung Foundation and BC Ministry of Environment are hosting a free [webinar](#) on April 4. Learn more about how wood smoke affects your health and the environment. Find out what the provincial government is doing and what communities and individuals can do to reduce or avoid exposure to wood smoke.

School Garden Mentorship Program

Dates: April 4 to October 12, 2023

Farm to School BC is offering a series of free monthly after-school [online workshops](#) to support K-12 educators in BC with planning, creating, or revitalizing a school garden.

BCRPA Strategic Snapshot Session: Climate Change

Date: April 5, 2023

BC Recreation and Parks Association (BCRPA) is hosting a free [webinar](#) with short presentations on promising practices and lessons learned from projects and initiatives designed to address climate change. Gather information to help inform recreation and parks planning, projects, facilities, or services in your community.

Community Leaders: A Necessary Part of Your Social Change Strategy

Date: April 5, 2023

Tamarack Institute is hosting a free [webinar](#) for municipalities, other levels of government, and organizations looking to better understand how to approach engagement more effectively at the community level, how to begin building relationships with residents, and how to create the conditions for community connectors to thrive.

A World Without Labels: Taking a Service-Centred Approach to Inclusion

Date: May 3, 2023

Tamarack Institute is hosting a free [webinar](#) with a panel of community advocates who are working to change how we see labeled people in our communities. They will offer examples and strategies for how to understand an individual without labeling them in a specific group based on a single aspect of their lived experience.

Healthy Communities Forum: North Central Local Government Association

Date: May 8, 2023

Northern Health (NH) is pleased to announce that we are resuming the [Healthy Northern Communities Forum](#) preceding the 2023 North Central Government Association (NCLGA) Annual General Meeting on Monday, May 8 in Dawson Creek. This year's Healthy Communities Forum will connect with you on two very important health topics: 1) Addressing health human resource challenges in Northern BC; and 2) Engaging with NH to support community health and well-being. We look forward to hearing your community health priorities and sharing an open dialogue through a range of facilitated discussions and presentations.

Exploring Early Child Development Data for Northern Communities: A Northern BC Conversation

Date: May 12, 2023

[Human Early Learning Partnership](#) (HELP, UBC) and [SEED BC](#) Northern Early Years Network invite early years professionals, municipal leaders, and school staff in Northern BC to attend a free [online engagement session](#) that will introduce the latest Early Development Instrument (EDI) data and provide an opportunity to discuss how this data can be used along with local knowledge to help support children's health and development within Northern BC communities.

Funding Opportunities

Urban Communities Partnering for Reconciliation

Deadline: April 14, 2023

The [Urban Communities Partnering for Reconciliation](#) funding is available to eligible Indigenous organizations and local governments who want to create opportunities for in-person dialogue and relationship building which can help advance collaborative reconciliation plans, protocols, agreements, or future projects.

Youth Climate Action Program and Innovation Fund

Deadline: April 20, 2023

The [Youth Climate Action Program and Innovation Fund](#) is for young people aged 14-30 based in British Columbia and Yukon impacted by the wildfires in BC, who are passionate about environment, care about their community, and are looking for ways to learn more about how to create their local climate action projects and support communities recovering from fire impacts. The program includes coaching and workshops as well as a funding opportunity of up to \$5,000.

Indigenous Watersheds Initiative Grant

Deadline: April 24, 2023

The [Indigenous Watersheds Initiative Grant](#) is available to First Nations communities or organizations in BC with a vision for watershed health and security. To learn more, register for the information [webinar](#) on April 4.

Community Gaming Grants

Deadline: April 30, 2023

[Community Gaming Grants](#) provide \$140 million annually to not-for-profit organizations throughout B.C., to support their delivery of ongoing programs and services that meet the needs of their communities.

PlanH Healthy Community Grants

Deadline: May 1, 2023

The PlanH Healthy Communities grants support Indigenous and local governments in B.C. as they work with health authorities and other partners to collectively create conditions that enable healthy people and healthy places. Administered by BC Healthy Communities, there are two funding streams being offered: [Community Connectedness](#) (up to \$5,000) and [Healthy Public Policy](#) (up to \$15,000).

Reclaiming My Language: A Course for Silent Speakers

Deadline: May 31, 2023

[Reclaiming my Language: A Course for Silent Speakers](#) is an Indigenous-developed program to support Silent Speakers to reclaim their language and begin speaking again. First Peoples' Cultural Council provides funding of up to \$35,000. BC First Nations communities and Indigenous organizations are eligible to apply.

Disaster Mitigation and Adaptation Fund

Deadline: July 19, 2023

The [Disaster Mitigation and Adaptation Fund](#) is a national program designed to support construction of public infrastructure and/or modification or reinforcement of existing public infrastructure that prevent, mitigate or protect against the impacts of climate change, disasters triggered by natural hazards, and extreme weather.

Welcome Home Kits

Deadline: Ongoing

[New Welcome Home Kits](#) provide household items and essential supplies to individuals and families throughout the province as they transition into more stable housing. The approximate value of each kit is \$450. Organizations interested in participating in the Welcome Home Kits program can email info@sparc.bc.ca or call (604) 718-7736.

Provincial Homelessness Grants

Deadline: Ongoing

The Social Planning and Research Council of BC (SPARC BC) [Homelessness Community Action Grant](#) provides one-time funding for local planning and collaborative initiatives designed to better respond to the needs of those who are homeless or at risk of becoming homeless. Funding supports community-based action including demonstration projects, partnerships, research, and other collaborative efforts.

Northern Health Stories

Connecting with a registered dietitian in Northern BC

Dietitians are essential members of the health care team, and provide nutrition care to individuals of any age based on their individual health needs...[continue reading](#).

See the latest stories at stories.northernhealth.ca

E-Brief Information

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

To subscribe, send a blank email to healthycommunities@northernhealth.ca with "subscribe" in the subject line.

To unsubscribe, send a blank email to healthycommunities@northernhealth.ca with "unsubscribe" in the subject line.

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



COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: October 6, 2022

Subject: Grant Policy 3.16 – Community Grants Program Applications

RECOMMENDATION:

THAT Council approves the recommendations of the Grant Adjudication Committee for the second intake of the 2023 Community Grants Program as outlined in this report.

BACKGROUND:

The District of Mackenzie has adopted a Community Grants Policy (3.16) to provide financial and in-kind support to community organizations. This support is in recognition of these groups as a valuable resource in assisting the municipality to provide a strong community focus. Many of these non-profit organizations depend on the grants that are provided by the District to help subsidize costs and maintain their viability within the community.

As has been done in previous years, organizations receiving approval will be advised that future year approvals will be dependent on the efforts made to become self-sufficient including fundraising initiatives, other grants that have been applied for, and other in-kind contributions received. Applicants will be required to provide annual reporting to the Corporate Services Department for review by the Grant Adjudication Committee. A completed report is a requirement for consideration of future applications.

In accordance with Policy 3.16, each application was reviewed and scored using the weighted evaluation criteria outlined below:

Community Need – 20%
Potential Community Benefit – 20%
Community Partnerships & Support – 15%
Feasibility – 15%
Public Access – 10%
Financial Management – 20%

All original applications are located in the Centre Table file for Council's consideration. Attached to this report is a summary of the March 15, 2023 grant requests and Grant Adjudication Committee recommendations.

The deadline to submit final reporting for Community Grants received is November 30th of each year. All approvals are subject to receipt of appropriate reporting.

BUDGETARY IMPACT OF RECOMMENDATION

2023 Community Grants Budget: **\$62,000.00**

Total Approved for Sept. 15, 2022 first in-take \$14,967.60

Ad Hoc Approvals \$ 2,000.00

- *Mackenzie Secondary School Bursary (\$500)*
- *MSS Dry Grad (\$1,500)*

Total Approved for March. 15, 2023 second in-take: \$11,375.17

- *Mackenzie Chamber of Commerce (\$630)*
- *Mackenzie Community Arts Centre (\$1,450)*
- *Mackenzie Nature Observatory (\$3,295.17)*
- *St. Peter's Pantry (\$5,000)*
- *The 92 (\$1,000)*

Budget Remaining: **\$33,657.23**

COUNCIL PRIORITIES:

Community and Social Development

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

Strong Governance and Finances

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

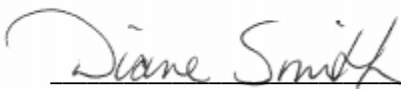
Respectfully Submitted,



Emily Kaehn
Director of Corporate Services



Kerri Borne
Chief Financial Officer



Approved for Submission to Council

Community Grant Applications – March. 15, 2023 In-take

Organization	2022 Request	2023 Request	Committee Recommendations	Scoring
BC Summer Swimming Association	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Requests an in-kind grant to waive the pool rental fees to host a swim meet in June <p>Value \$2,625 (in-kind, special project)</p>	<p>Deny Request.</p> <p><i>If event is successful in 2023, Committee would consider supporting the event in 2024.</i></p>	124
Mackenzie Alpine Horse Riders Club	<ul style="list-style-type: none"> Snow removal from Club roads and general road maintenance (sanding, grading) (Approx. cost \$2,300) \$1,000 worth of gravel for spring and have District spread and grade the road (Approx. cost \$3,100) <p>Approved snow removal and spreading of gravel only approx. cost \$4,400</p>	<p>First In-Take:</p> <ul style="list-style-type: none"> Snow removal and sanding of Club roads only <p>Value \$2,300 – Approved</p> <p>Second In-Take:</p> <ul style="list-style-type: none"> Build up and crown club roads <p>Value \$43,708 (in-kind, special project)</p>	<p>Deny Request</p> <p><i>District not able to accommodate this request. Committee recommends staff assisting the club with grant applications to the NDIT and SPMT to have full costs covered and the project completed by local contractors rather than District operations.</i></p>	103
Mackenzie Chamber of Commerce	<ul style="list-style-type: none"> Request for 200 youth rec passes that the Chamber can include in their Spring Expo Package for children <p>Approved - \$620</p>	<ul style="list-style-type: none"> Request for 200 youth rec passes that the Chamber can include in their Spring Expo Package for children <p>Value \$630 (cash grant)</p>	<p>Approve the Request</p>	184

Organization	2022 Request	2023 Request	Committee Recommendations	Scoring
Mackenzie Counselling Services	<ul style="list-style-type: none"> To purchase resources and supplies to modernize the professional library and to provide training opportunities to staff as new research and supports become available <p>Approved = \$10,075.99</p>	<p>First In-Take:</p> <ul style="list-style-type: none"> Request for \$2,000 towards their renovations to improve insulation and soundproofing standards <p>Approved = \$2,000</p> <p>Second In-Take:</p> <ul style="list-style-type: none"> Request for \$2,000 to continue with their renovations, specifically with soundproofing walls <p>Value \$2,000 (cash grant)</p>	<p>Disqualified</p> <p><i>The District supported this project in the 2023 1st Intake in September.</i></p>	N/A
Mackenzie Community Arts Council	<ul style="list-style-type: none"> Fee-for-Service - \$28,000 <p>Approved - \$28,000</p>	<p>First In-Take:</p> <ul style="list-style-type: none"> Request to increase current \$28,000 fee-for-service agreement value to \$32,000. <p>Denied = \$4,000</p> <p>Second In-Take:</p> <ul style="list-style-type: none"> Request for \$2,500 to hire artists for a pop-up art exhibit in July <p>Value - \$2,500 (cash grant)</p>	<p>Partial Approval</p> <p>\$150/painting = \$1,050 Supplies = \$300 Theatre Performance = \$100 TOTAL: \$1,450</p>	190

Organization	2022 Request	2023 Request	Committee Recommendations	Scoring
Mackenzie Nature Observatory	<ul style="list-style-type: none"> • Special project • Use of Municipal Campground or Recreation Centre showers for banders. • Use of designated dumpster in town for banders to use. • Grading of road to Mugaha Marsh once or twice during the operating season. • Barricades to ensure safety of banding staff <p>Approved - \$1,830</p>	<ul style="list-style-type: none"> • Special project • Use of Municipal Campground or Recreation Centre showers for banders. • Use of designated dumpster in town for banders to use. • Grading of road to Mugaha Marsh once or twice during the operating season. • Barricades to ensure safety of banding staff <p>Value – \$2,085.81 (road graded 1x) – in-kind, special project) \$3,295.17 (road graded 2x) – in-kind, special project)</p>	<p>Approve Request</p> <p><i>Includes the road being graded up to two times if necessary.</i></p>	241
St. Peter's Pantry	<ul style="list-style-type: none"> • Request for \$3,500 to purchase food and supplies to help the community and those in need <p>Approved - \$3,500</p>	<ul style="list-style-type: none"> • Request for \$5,000 to purchase food and supplies to help the community and those in need <p>Value - \$5,000 (cash grant)</p>	<p>Approve the Request</p>	275

Organization	2022 Request	2023 Request	Committee Recommendations	Scoring
The 92	<ul style="list-style-type: none"> Request in-kind contribution to have weekly garbage collection <p>Approved - \$1,020</p>	<ul style="list-style-type: none"> Request in-kind contribution to have weekly garbage collection Snow removal in the parking lot and two walkways from Nov 1, 2023 – Mar 31, 2024 <p>Value (Garbage) - \$340 Snow Removal - approx. 1 hour to clear \$166.75/hour (The 92 spend \$2,500 on snow removal from 2022-2023 winter)</p> <p>Est. Value = \$2,500 + 340 = 2,840 (in-kind, special project)</p>	<p>Approve Partial Snow Removal Only</p> <p>The District cannot provide this service. Committee recommends partial grant of up to \$1000 towards Oct. – Dec. 2023 contracted snow removal services. Grant would be a reimbursement based on actual services required.</p>	200

Total Budget 2023 \$62,000.00

Awarded at First In-Take (Sept. 15, 2022) \$14,967.60

\$47,032.40

Ad hoc requests:

MSS Bursary 2023 Grad Class \$500.00 - March 13, 2023 Council meeting

MSS Dry Grad \$1,500.00 - March 27, 2023 Council meeting

\$45,032.40

Total requested for Mar. 15, 2023 in-take \$62,598.17

Total recommended for approval \$11,375.17

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: April 4, 2023

Subject: Mill Road Signage

RECOMMENDATIONS:

THAT Council authorize staff to apply for a 30-year Licence of Occupation for a section of Crown Land for the purpose of installing wayfinding signage;

AND THAT if successful Council authorizes the Chief Administrative Officer to execute the 30-year Licence of Occupation.

BACKGROUND:

In 2020, the District adopted a Municipal Signage Strategy to integrate the new branding throughout the community. The strategy recommended a phased approach to sign install based on four priority zones. Budgets for each priority zone of the strategy were included in the District's five-year financial plan.

In 2021, the District was able to purchase and install many of the Priority 1 and 2 signage. This included: Wayfinding signage along Hwy 39, several facility signs (i.e., EBCC, First Beach), Hwy 39/97 Junction billboard sign, Little Mac and Morfee Lakeshore Trail signage, and new street banners.

At the Regular Council meeting of August 22, 2022, Council approved proceeding with removing the current signage at the junction of Hwy 39 and Mill Road and replacing it with new wayfinding signage as seen below.

At this meeting staff brought up the need for additional permitting as the land that the signs would be installed on belongs to the Crown. If approved staff will proceed with an application for the maximum length term a 30-year Licence of Occupation under the Community/Institution designation.

Staff are asking for approval to apply for the two separate areas outlined in Appendix A. Staff will work with the appropriate agencies to determine exact locations for the signage, dependent on highway clear zones and land ownership.

Signs at the Junction of Hwy 39 and Mill Road

This location was identified in the Municipal Signage Strategy for a Priority 1 “gateway” sign as well as the Priority 1 “Industrial Wayfinding” sign. The proposed concepts from the strategy are shown below:

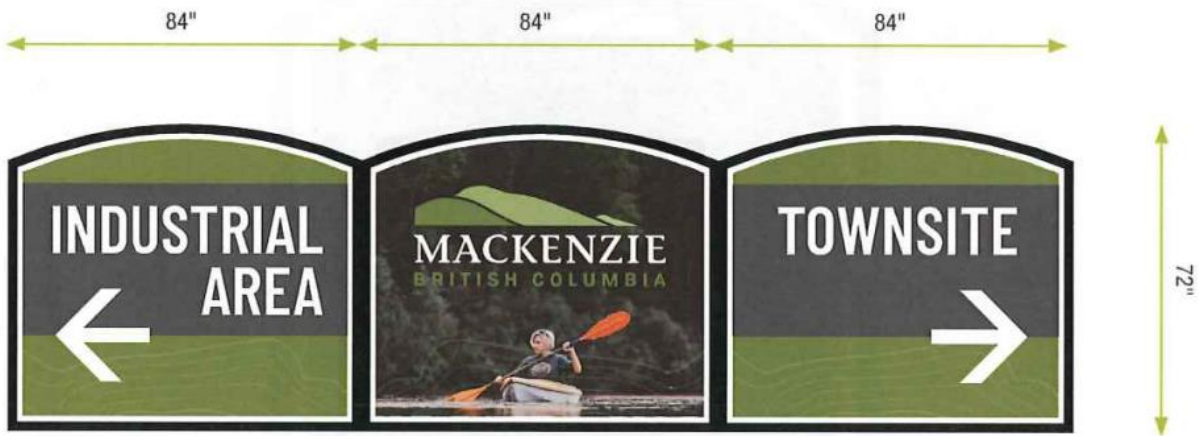


Figure 1: Large 3 Sign - Billboard Style 24ft by 6ft



Figure 2: Standalone style – 5ft by 5ft

NEXT STEPS:

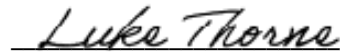
If Council approves the locations chosen, staff will send in the application for the 30-year land tenure. Staff would bring back a report on final signage design options for Councils consideration.

COUNCIL PRIORITIES:

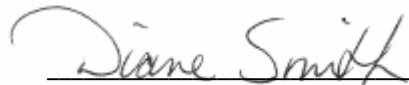
Economic Vitality

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

Respectfully Submitted,



Luke Thorne
Land and Environmental Coordinator



Approved for Submission to Council

Proposed Mill Road / Highway 39 Junction Signage



COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: April 4, 2023

Subject: Electric Vehicle Charging Location

RECOMMENDATION:

THAT Council authorizes the Chief Administrative Officer, to execute the ten-year agreement with BC Hydro to allow for the purposes of charging multiple electric vehicles, and for the use of certain parking stalls as dedicated electric charging stalls.

BACKGROUND:

At the Regular Council meeting of March 13, 2023, staff brought forward the proposed agreement for the Level 3 Direct Current Fast Charging (DCFC) station (Appendix A), with the proposed location at the northwest corner of the 616-parking lot. Since then, staff has gathered feedback from the public though in person and online mediums. Below is a summary of the comments that staff have received to date. Staff have also received photographs of the proposed site for Councils review and are included in Appendix B.

Staff asked residents three questions to gauge the level of support for the project. They are as follows:

With regards to the Level 3 Charger Installation:

What are you happy with?

- I feel it's great that this is going to be a service for EV. Will be nice to have a spot for tourists to come and charge up.
- I think this project was inevitable and good for Mackenzie. I am pleased that Mackenzie has been able to leverage funds for the project from BC Hydro and Federal and Provincial governments. Well done!
- Having an EV station is important.
- Good use of space and nice to see it in town to promote a green environment.
- I guess we need this station as long as there is no cost to residents for use. I had heard the electric charging is free to users.....meaning tax payers cover the charging costs. If that is the case then free fuel for all!

- Not happy.

What are your concerns?

- I feel that there are better spaces available that are not going to take an already congested area away for the charge station. This parking lot has lots of vehicles always parked there taking 17 spots away will leave it way more congested.
- Who's paying the power bill?
- The location.
- Concerned about power loss to the town center mall during charging station activation.
- None
- The EV station should be viewable from Mackenzie Boulevard - Ideally placed between the meridian and the boulevard in front of 600 Mackenzie boulevard--not in the 616 parking area.
- Are the users paying a road tax? Who pays for damage to the station?
- Don't like the planned area to place this set upit is terrible. It is a bottle neck there most days, snow removal in that parking lot is brutal. Good grief they can't even keep that little boulevard tidy in good weather.
- Useless waste of space and money for a select few. We need fiber optic high speed internet more. Something for a majority not a select few. You want an electric car you pay for it your self.

Do you have any suggestions?

- Put the charge station where the old dentist building was. It would be close to the rec center, mall and the rest of the amenities at the 616 as well. Or having it on the backside of the 616 by the purple bike the parking lot close to the main drag.
- Let's get high speed internet first! This town is dying and do you honestly think bringing in an "EV station" is going to solve that? No!
- Why not have it at the old dental building. There is already power there, it's right beside the recreation centre and walking distance to everything else. It's on a main road so it will be less likely to be vandalized. There is already a paved parking lot there.
- I hope the project has signage on Mackenzie Boulevard so visitors can find the station. I am willing to offer some of the Town Centre facade if it works with our scheme and looks attractive.
- Public consultation needs to be inclusive of all ways of communicating and for all community residents to be aware of the methods of communicating. Transparency is critical.
- If we are going to do this....please put in a more visible area so the odd vehicle that shows up can easily find it. My suggestion is across from 7-11 on the old dental site. I have heard that is Rec centre land...but please...bottom line is the District owns rec centre land as well. Perfect place as the rec centre is going to solar power so a unified clean energy site!

- High speed internet first.

The feedback included in this report is as of April 5, 2023. Further feedback received up until the deadline of 4:00 pm April 11th, will be included as a handout for Council's consideration at the Regular meeting.

Staff also received several inquiries, which the District and BC Hydro provided the following answers:

- **Power Outage** - The current servicing plan is designed to avoid a power outage. However, it is possible for circumstances to change during the detailed design and construction phase if, for example, a safety concern arises.
- **Snow Clearing** - The agreement does not require the District of Mackenzie to shovel around the chargers, only that the EV station area be included in normal maintenance services, such as the regular ploughing of the parking lot as is typically done.
- **Signage** – There will be appropriate signage to show the location of the charger from Mackenzie Blvd. All BC Hydro Chargers have their location on a web-map on the BC Hydro website.
- **Maintenance** – BC Hydro will be responsible for all maintenance on the improvements (charger).

Next Steps and Timeline:

If approved, staff will execute the agreement with BC Hydro. The next step will be the pre-construction phase, as well as looking at final considerations of the site which will begin in late spring or early summer. It is expected the charger will be installed this year.

COUNCIL PRIORITIES:

Community and Social Development

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

Environmental Sustainability

- The way we operate has an impact on the environment. We are committed to integrating sustainability and Environmental, Social and Governance factors (ESG) into our decision making and business practices.



Respectfully Submitted,

Luke Thorne
Luke Thorne
Land and Environmental Coordinator

Diane Smith
Approved for Submission to Council

APPENDIX B

Staff have received, photos as feedback to show Council over the course of a few days what the parking lot looks like. Photo #2 shows a vehicle pulling a trailer that often park along side the boulevard that would be impacted by the EV Station. This would also include visitor travel trailers, motorhomes, transport and delivery trucks, etc.









**LICENCE OF OCCUPATION
(Electrical Vehicle Charging Stations)**

THIS LICENCE is dated for reference as of _____, 2023,

BETWEEN:

DISTRICT OF MACKENZIE

1 Mackenzie Boulevard
Mackenzie, BC V6B 5R3

(the “**Licensor**”)

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

c/o Properties, 13th Floor - 333 Dunsmuir Street,
Vancouver, BC V6B 5R3

(the “**Licensee**”)

BACKGROUND

- A. The Licensor is the owner of the Premises;
- B. The Licensor has agreed to Licence the Premises to the Licensee for the purposes of charging multiple electric vehicles, and for the use of certain parking stalls as dedicated electric charging stalls, on the terms and conditions set out below; and
- C. The Licensee or its agent shall manage the day to day operation of the Charging Stations.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties covenant and agree as follows:

PART 1 - DEFINITIONS

- 1.1 Definitions.** In this Licence, including the recitals and the schedules, unless there is something in the subject matter or context inconsistent with such meanings, words with initial capitalization will have the meanings indicated in Schedule 1 attached hereto.

PART 2 - GRANT AND TERM

- 2.1 Grant.** The Licensor hereby grants to the Licensee a non-exclusive right and license over the Premises for the Term.

- 2.2 Term.** This Licence shall be for a term of ten (10) years which will commence on April 1, 2023 (the “**Commencement Date**”) and end on March 31, 2033 (the “**Term**”) unless terminated in accordance with this Licence.
- 2.3 Renewal.** This Licence for the Premises may be renewed for a further term of ten (10) years on the same terms and conditions as this Licence, except this right of renewal, by mutual agreement of the parties reached no less than six (6) months prior to the expiration of the Term.
- 2.4 Extension of Term.** The parties agree that if the Licensee constructs one or more Charging Stations on those portions of the Premises shown hatched on the plan attached as Schedule 2 during the Term, the Term of this Licence will be automatically be extended and expire ten (10) years from the date the last of the Charging Stations was installed thereon. For greater certainty, the Licensee shall retain the right of renewal set out in section 2.3 herein during the Term as may be extended under this section 2.4

PART 3 – LICENCE FEE

- 3.1 Licence Fee.** The Licensee will pay a license fee in the amount of one dollar (\$1) to the Licensors for the Term, plus any applicable taxes, the receipt and sufficiency of which the Licensors hereby acknowledges.

PART 4 – ACCESS

- 4.1 24/7 Access.** The Licensors and the Licensee acknowledge and agree that the Licensee may exercise its rights under Section 2.1 at all times by day or night and the Licensors shall do such further acts and things as may be reasonably necessary to permit such exercise including ensuring that members of the public at all times have a means of access to and egress from the Premises.

PART 5 - USE OF PREMISES AND LICENSEE COVENANTS

- 5.1 Permitted Use.** The Licensee will use the Premises solely for the Permitted Purposes and the Licensee will not use the Premises or permit the same to be used for any other purpose without the Licensors’ prior written consent which consent shall not be unreasonably withheld, conditioned or delayed.
- 5.2 Improvements.** For greater certainty, the Licensee may construct, install, erect, string, operate, maintain, remove, repair, and replace the Improvements on the Premises at any time, and from time to time, during the Term.
- 5.3 Licensee Covenants.** The Licensee covenants and agrees as follows:
- (a) to conduct the Permitted Purposes in compliance with all applicable laws (including all Environmental Laws), ordinances, rules and regulations of Government Authorities now in force or hereafter in force; and
 - (b) to pay one hundred percent (100%) of all utility costs directly attributable to the Improvements.

PART 6 - ENVIRONMENTAL REQUIREMENTS

- 6.1 Environmental Requirements.** The Licensee covenants and agrees with the Licensors as follows:

- (a) to promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the Licensee's use and occupancy of the Premises, including obtaining all applicable permits or other authorizations;
- (b) not to store, use, manufacture, sell, release, dispose, transport, handle, bring or allow to remain on, in or under any part of the Premises any Contaminants except in strict accordance with all Environmental Laws; and
- (c) to promptly remove and remediate, upon the written request of the Licensor, any Contaminants from the Premises to the extent caused by the use of the Premises by the Licensee and in a manner which conforms to Environmental Laws governing such removal.

PART 7 - MAINTENANCE, REPAIRS AND SUPERVISION

7.1 Licensee's Maintenance and Repairs. The Licensee will throughout the Term:

- (a) maintain and repair the Improvements; and
- (b) subject to Section 7.1(a), not be responsible for any maintenance or repairs to the Premises, except for any damage caused to such areas by the Licensee.

7.2 Licensor's Maintenance, Repairs and Supervision. The Licensor will, at its cost, throughout the Term:

- (a) keep or cause to be kept all of the Premises (other than the Improvements):
 - (i) in good and substantial repair (reasonable wear and tear, and damage caused to the Premises by the Licensee excepted); and
 - (ii) free of debris, garbage, trash and/or refuse and in neat and tidy condition;
- (b) clear snow from the Premises at regular intervals to ensure public access to the Charging Stations but the Licensor shall not be required to clear snow more frequently than it clears other public roadways or parking areas in the District of Mackenzie, or to a higher standard;
- (c) maintain or cause to be maintained all parking stalls located within the Premises (collectively, the "**Licensed Parking Spaces**") in accordance with the requirements of the applicable Government Authority and in a manner suitable for use for the parking of motor vehicles;
- (d) include or cause to be included the Premises in the Licensor's security supervision operations, if any;
- (e) keep the Premises well lit, but the Licensor shall not be required to:
 - (i) repair or maintain street lights within or adjacent to the Premises more frequently than it repairs or maintains other street lights in the District of Mackenzie, or to a higher standard; or
 - (j) repair or maintain the Licensee's Lighting (if any) on the Premises; and

- (f) reimburse the Licensee for the repair of any damage caused to any part of the Improvements to the extent caused by or through the act or omission of the Licensor.

7.3 Licensee Self-Help Remedy. Notwithstanding anything to the contrary herein, if the Licensor:

- (a) fails to perform its obligations under Section 7.2.(a)(ii) or (b) within twenty-four (24) hours of written notice from the Licensee; or
- (b) fails to observe or perform any other of the terms, covenants or conditions of this Licence to be observed or performed by the Licensor provided the Licensee first gives the Licensor twenty-one (21) days written notice of any such failure to perform and the Licensor within such period of twenty-one (21) days fails to commence diligently and thereafter to proceed diligently to cure any such failure to perform,

then the Licensee shall be entitled to take such steps as it deems advisable to correct such defaults without liability to the Licensor, and the Licensor shall pay to the Licensee forthwith upon demand all costs and expenses incurred by the Licensee in so doing.

7.4 Licensor Covenant Not to Impair. The Licensor shall not take any action that would impair use of the Premises or the Improvements. The Licensor shall not knowingly allow another party to impair use of the Premises or the Improvements. The Licensor agrees to notify the Licensee within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises and/or the Improvements, or (ii) it obtains knowledge of a needed repair to the Improvements. The Licensor acknowledges and agrees that the Licensee shall have all rights at law or in equity against the Licensor if the Licensor causes impairments of the Premises and/or the Improvements. If non-electric vehicles repeatedly park in the Licensed Parking Spaces, thereby impairing use of the Licensed Parking Spaces for the purposes of charging electric vehicles and/or impairing use of the Improvements, or if motorists repeatedly park in such Licensed Parking Spaces for greater than the permitted duration, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment.

Without limiting the generality of the foregoing, the Licensor shall not from and after the time this Licence is executed, enter into, amend, modify, renew, extend, terminate, waive a material condition of and/or accept a surrender of any Encumbrance or permit any of the foregoing if such entrance into, amendments, modifications, renewals, extensions, terminations, waivers and/or surrenders would, individually or in the aggregate, materially interfere with: (i) the diligent performance of the obligations of the Licensor under this Licence; and/or (ii) the Licensee's use, occupancy and/or operation of the Premises, as applicable, as contemplated under this Licence.

7.5 Alterations to Premises. Save and except for the Improvements, the Licensee will not install any additional works in or about the Premises, without the Licensor's prior written consent, not to be unreasonably withheld, conditioned or delayed.

7.6 Location of Improvements on Premises. The parties agree that Schedule 2 attached to this Licence shows the approximate location of the Improvements to be installed by the Licensee on the Premises. The Licensee reserves the right to relocate and/or reconfigure the Improvements on the Premises if the Licensee, acting reasonably, deems it necessary for the purposes granted under this Licence.

7.7 Removal of Improvements. Upon expiry or earlier termination of this Licence, the Licensee may remove the Improvements and will make good any damage caused by such removal. If the Licensee

does not remove the Improvements within six (6) months following the expiration of the Term or the earlier termination of this Licence, then the Licensor may have the same removed, the cost will be payable to the Licensor within thirty (30) days of invoice to the Licensee, and the Licensor will not be responsible for any loss or damage to the Licensee's property. For greater certainty, the Licensor shall provide the Licensee with access over such portions of the Premises as are reasonably required by the Licensee for the purposes of removing the Improvements for up to six (6) months following the expiration of the Term or the earlier termination of this Licence.

PART 8 - ASSIGNMENT

- 8.1 Assignment by Licensee.** The Licensee will not assign, mortgage, or encumber this Licence in whole or in part.
- 8.2 Assignment by Licensor.** The Licensor shall give to the Licensee at least two (2) months prior written notice of any proposed sale or other transfer of any interest in the Premises and/or this Licence, in whole or in part. Prior to any such sale or transfer, the Licensor shall obtain the written agreement (in a form satisfactory to the Licensee, acting reasonably) of the proposed purchaser or transferee, as applicable, to be bound to the terms of this Licence.

PART 9 - OPTIONS TO TERMINATE

- 9.1 Licensee Option to Terminate.** The Licensee is granted the right to cancel and terminate this Licence, without penalty, upon giving not less than ninety (90) days prior written notice to the Licensor at any time after commencement of the Term, with such termination to be effective on a date specified by the Licensee in its written notice to the Licensor. If the Licensee exercises this right to terminate, the Licensee will vacate the Premises on the termination date given in the notice, and the Licensee shall restore the Premises as closely as is practically possible to its condition as at the Commencement Date.
- 9.2 Licensor Option to Terminate.** The Licensor is granted the right to cancel and terminate this Licence, without penalty, if, following the opening of at least one Charging Station for use by the public, the Licensee fails to operate the Charging Stations for a period of six (6) consecutive calendar months during the Term, provided that the Licensor must give not less than thirty (30) days prior written notice of such termination to the Licensee, with such termination to be effective on a date specified by the Licensor in its written notice to the Licensee.

PART 10 - ACCESS BY LICENSOR

- 10.1 Access and Entry.** The Licensor and its agents may enter the Premises at any reasonable time to perform its obligations under Section 7.2 of this Licence provided the Licensor in exercising its rights hereunder shall proceed to the extent reasonably possible so as to minimize interference with the Licensee's use and enjoyment of the Premises.

PART 11 - EXPROPRIATION

- 11.1 Expropriation.** If at any time during the Term the interest of the Licensee under this Licence or the whole or any part of the Premises shall be taken by any lawful power or authority by the right of expropriation, the Licensor may, at its option, give notice to the Licensee terminating this Licence on the date when the Licensee or Licensor is required to yield possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Licensee shall immediately surrender the Premises. The Licensee shall have no

claim upon the Licensor for the value of its property or the unexpired Term of this Licence, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Licensor specifically includes an award for the Licensee, the Licensor shall account therefore to the Licensee. In this clause the “**expropriation**” shall include a sale by the Licensor to an authority with powers of expropriation, in lieu or under threat of expropriation.

PART 12 – INTELLECTUAL PROPERTY

12.1 Use of Name or Mark. As soon as practicable following execution of this Licence:

- (a) if a party wishes to have its name or name and Mark included on communication or promotional materials to be prepared in connection with the Project, that party shall provide its unconditional approval in writing to the other party for such use; and
- (b) if a party wishes to have its Mark included on communication or promotional materials, then that party shall provide to the other party a black and white, high-resolution copy of its Mark and guidelines for use of such Mark, if any, and hereby:
 - (i) grants to the other party an irrevocable perpetual, non-exclusive, non-assignable, personal, non-transferable and fee and royalty-free license to use the Mark in the promotion of the Project, including for placement on the Charging Stations or signage, in accordance with the guidelines and for the Term; and
 - (ii) represents and warrants that it has the right to grant the license described in Subsection 12.1 (b)(i) above.

Each party retains exclusive ownership and title to its Mark notwithstanding the license granted to the other party pursuant to Subsection 12.1 (b)(i) above.

12.2 Promotions. Subject to Section 12.1 above, each party may, at its sole cost, disclose or promote the Project through whatever means such party deems appropriate, including but not limited to internal communication channels (such as employee newsletters and websites) and external communication channels (such as newsletters, social media, industry events, websites and media), provided that, for any Licensor disclosure or promotion, the Licensor has given the Licensee at least twenty (20) Business Days prior written notice of the disclosure or promotion and obtained the Licensee’s advance approval in writing of all proposed materials, on its own behalf and behalf of all other sponsors.

PART 13 – MISCELLANEOUS

13.1 Signage. It is acknowledged and agreed that:

- (a) the Licensee may install signage and logos on or within the Premises (collectively, the “**Licensee Signage**”), including for the purposes of denoting that the Licensed Parking Spaces are to be used as dedicated electric charging stalls;
- (b) the Licensee’s Signage may include the Licensor’s logos, provided the size and location of such logos shall be determined by the Licensee in its sole discretion; and

- (c) the Licensee Signage will be similar to the form of signage shown on Schedule 3 to this Licence.
- 13.2 Quiet Enjoyment.** Subject to the observance and performance by the Licensee of its obligations under this Licence and subject to the Permitted Encumbrances, the Licensee may use the Premises in accordance with the provisions of this Licence without interference by the Licensors, or any party claiming through the Licensors.
- 13.3 Dispute Resolution.** If any dispute arises under or in relation to this Licence, that dispute shall be referred to and finally resolved by arbitration by a single arbitrator pursuant to and in accordance with the *Arbitration Act* (British Columbia). The place of arbitration shall be Vancouver, British Columbia. The decision of the arbitrator shall be final and binding on the parties. Notwithstanding the foregoing, the parties are entitled to seek interim measures of protection, including injunctions and other equitable relief or remedies, from a court of competent jurisdiction pending commencement or completion of any arbitration and may also seek from a court of competent jurisdiction any equitable relief or remedy that the arbitrator does not have jurisdiction to grant.
- 13.4 Further Assurances.** At its own expense, upon the request of the other party, each party shall promptly execute and deliver, and use all reasonable efforts to promptly require any third parties to execute and deliver, such further and other documents and instruments and do such further and other acts and things as the other party may reasonably require for the purpose of implementing, giving full effect to and carrying out the intent of this Licence or for the purpose of protecting the Licensee's interest in the Improvements.
- 13.5 No Partnership.** The Licensors does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of the Licensee. No provision of this Licence is intended to create a relationship between the parties other than that of Licensors and Licensee.
- 13.6 Interpretation.** Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neutral include each other. If the Licensors and/or the Licensee comprise two or more individuals or entities, the liability of each under this Licence is joint and several.
- 13.7 No Waiver.** No obligation in this Licence will be considered to have been waived by the Licensors unless the waiver is in writing and signed.
- 13.8 Unavoidable Delay.** If either the Licensors or the Licensee is unavoidably delayed, hindered in, or prevented from performing an act or complying with a covenant under this Licence by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay.
- 13.9 Notices.** Addresses for any notice to be given under this Licence will be as follows:
- (a) If to the Licensee:
- BC Hydro

c/o Properties, 13th Floor - 333 Dunsmuir,
Vancouver, B.C. V6B 5R3
Attention: Manager (Property Leasing Services)
Email: Leasing@bchydro.com

(b) If to the Licensor:

District of Mackenzie
1 Mackenzie Boulevard
Mackenzie, BC V6B 5R3
Attention: Emily Kaehn
Email: ekaehn@districtofmackenzie.ca

13.10 Deemed Receipt. Where service of a notice or document is required under this Licence, the notice or document will be in writing and deemed to have been served as follows:

- (a) if delivered by hand or courier, upon delivery;
- (b) if mailed, upon the fifth Business Day following posting; and
- (c) if emailed:
 - (i) to the Licensee, upon the Licensee providing to the Licensor express written acknowledgment of receipt of the notice or document by email (notwithstanding any automatic reply or receipt indicating that the email has been read). If the Licensor has not received a written acknowledgement of the notice from the Licensee by email within 5 Business Days of sending the email, transmission of the email will be deemed to have failed and notice not provided. In the event of a failure of an email transmission, it is the responsibility of the Licensor to deliver the notice or document to the Licensee using an alternative method in accordance with this Licence. The Licensee will not be liable for any loss or damage or any other disadvantage suffered by the Licensor resulting from such email communication; or
 - (ii) to the Licensor, upon actual receipt by the Licensor as evidenced by a return email or automatic receipt indicating that the email has been read.

The Licensor or the Licensee may change its address for delivery by notifying the other party of such change in address in accordance with the notice provisions set forth above.

13.11 Time of Essence. Time will be of the essence in this Licence.

13.12 Severance. If any provision of this Licence or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this Licence or its application will not be affected.

13.13 No Modification. No representation, understanding or agreement has been made or relied upon except as expressly set out in this Licence. This Licence may only be modified in writing signed by each party against whom the modification is enforceable.

13.14 Successors. This Licence binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns (as applicable).

- 13.15 Peaceful Surrender.** The Licensee will at the expiration or sooner determination of the Term, immediately surrender the Premises in a peaceable way and in the state of repair specified in this Licence.
- 13.16 Counterparts.** This Licence may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.
- 13.17 Delivery.** This Licence or a counterpart thereof may be executed by a party and transmitted by facsimile or electronic transmission and if so executed and transmitted this Licence will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed document.
- 13.18 Schedules.** The following Schedules attached to this Licence form part of this Licence, and the parties covenant and agree to abide by the terms and conditions and confirm the acknowledgements, warranties and representations, if any, contained in the Schedules as if such terms, conditions, acknowledgements, warranties and representations, if any, were fully incorporated into this Licence:
- Schedule 1 – Defined Terms
Schedule 2 – Plan of Premises
Schedule 3 – Sample Signage
- 13.19 Including.** The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

IN WITNESS WHEREOF the parties have duly executed this Licence as of the date first above written.

DISTRICT OF MACKENZIE

By its authorized signatory(ies):

Name:
Title:

Name:
Title:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By its authorized signatory:

Name:
Title:

SCHEDULE 1

Defined Terms

“Business Days” means Monday to Friday, inclusive, of each week, statutory holidays in the Province of British Columbia excepted;

“Canopy” means a cover or other form of shelter, to cover the Charging Stations and those portions of the Premises as determined by the Licensee in its sole discretion;

“Charging Stations” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of charging motor vehicles with electricity including charger equipment and Kiosks, and all ancillary appliances and fittings, including any associated protective installations, and related works;

“Commencement Date” has the meaning set out in Section 2.2;

“Contaminants” means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (“PCBs”), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;

“Encumbrance” means any legal notation, charge, lien, claim, interest or other encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, pledge, hypothecation, security interest, judgment, easement, right of way, encroachment, restrictive or statutory covenant, profit à prendre, right of re-entry, lease, license, assignment, option or claim, or right of any kind or nature whatsoever which constitutes or becomes by operation of law or otherwise such a legal notation, charge, lien, interest or other encumbrance or title defect;

“Environmental Laws” means any applicable statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, environmental assessment, Contaminants (including the use, manufacture, handling, transportation, production, disposal, discharge, storage or emission of Contaminants), occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;

“Expansion Area” has the meaning set out in Section 2.4;

“Government Authority” means any federal, provincial, state, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;

“Improvements” collectively means the Charging Stations, the Infrastructure, the Licensee Signage, the Licensee’s Lighting (if any), the Canopy (if any) and the Licensee’s Paving (if any);

“Infrastructure” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of distributing electricity to the Charging Stations,

including: Kiosks, poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works;

“Kiosks” means one or more pad-mounted power distribution and metering cabinets, in any combination, configuration and using any type of technology or means, necessary or convenient for the purpose of distributing electricity and powering electric charging stations, together with all ancillary appliances and fittings, including any associated protective installations, and related works;

“Licensed Parking Spaces” has the meaning set out in Section 7.2(c);

“Licensee” means British Columbia Hydro and Power Authority and any permitted assignee under Section 8. Any reference to **“Licensee”** includes, where the context allows the servants, employees, agents, invitees and Licensees of the Licensee and all others over whom the Licensee may reasonably be expected to exercise control, including Powertech Labs Inc.;

“Licensee Signage” has the meaning set out in Section 13.1(a);

“Licensee’s Lighting” means street lighting installed or to be installed by the Licensee, including a light standard, beacon, ancillary appliances, fittings and any associated protective installations and related works on or within the Premises for the purpose of illuminating the Premises, the Charging Stations and the Infrastructure;

“Licensee’s Paving” means any asphalt or paving installed or to be installed by the Licensee on the Premises necessary or convenient for the use of the Licensed Parking Spaces as dedicated electric charging stalls, including better access to the Charging Stations;

“Mark” means a parties associated logos;

“Permitted Purposes” means: (i) the use of the Licensed Parking Spaces as dedicated electric charging stalls; and (ii) constructing, installing, erecting, stringing, operating, maintaining, removing, repairing, and replacing the Improvements; and (iii) all purposes reasonably ancillary to the foregoing;

“Premises” means that portion of road on plan PGP38196 located in the District of Mackenzie and shown in black bold outline on the plan attached as Schedule 2 to this Licence, including for greater certainty those areas identified on Schedule 2 as “Premises” and “Premises for Future Expansion”;

“Project” means the installation and operation of the Charging Stations and the Infrastructure;

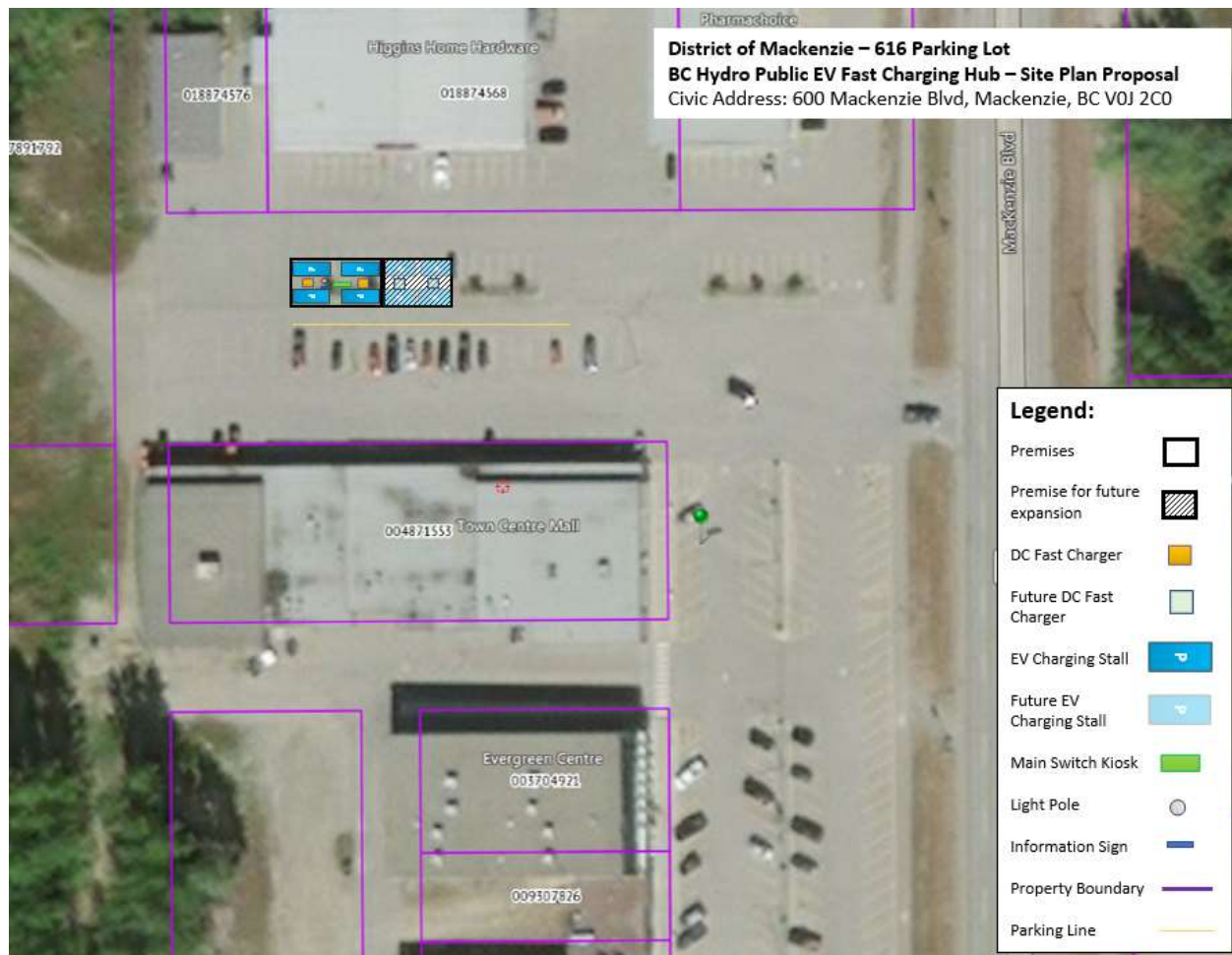
“Taxes” means all taxes, rates, duties, levies, local government charges, realty taxes and assessments whatsoever, whether municipal, parliamentary or otherwise, or any grants in lieu of taxes, imposed or assessed, by any competent authority, against the Premises or upon the Licensor in respect of the Premises, or in respect of their use and occupation, and includes without limitation, taxes levied, imposed or assessed for education, schools, and local improvements as well as reasonable fees and costs incurred by the Licensor in good faith contesting them;

“Term” has the meaning set out in Section 2.2; and

“Unavoidable Delay” means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this Licence, but does not include any insolvency, lack of funds or other financial reason.

SCHEDULE 2

Plan of Premises outlined in black bold is attached



SCHEDULE 3 SAMPLE SIGNAGE



Fast charging station

123 Anyname Street, City

Thanks for using the station.
If you need help, please call 1 866 338 3369.
In case of an emergency call 911
For more information visit bchydro.com/fastcharging

BC Hydro
Power smart

Charging etiquette

- Limit your charge to 30 to 40 minutes
- Stay close by so you can move your car when you are done charging
- Sign Into Plugshare so you can check in and out or to leave notes for other drivers
- Park in an EV charging stall only if you are charging
- Put the cord away when done and keep station tidy

How to charge

- Plug in
- Start
- Stop
- Unplug

Remember, only one car can charge at a time.

Cost

Charging
Free introductory charging

Parking
Free

Membership & activation

By app
Use the Greenlots app to activate the charging session and see real time status.

By card
Use the Greenlots RFID card to activate

Station information

123 Anyname Street, City

Nearby stations

- 123 Anyname Street, City XX km
- 123 Anyname Street, City XX km

Host

HOST LOGO

This station is under video surveillance.

Funding partners

BC Hydro
Power smart

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: April 4, 2023

Subject: Mackenzie Golf & Country Club – Lease Renewal

RECOMMENDATION:

THAT Council approves the Licence of Occupation with the Mackenzie Golf and Country Club;

AND THAT Council authorizes the Chief Administrative Officer to execute the agreement.

BACKGROUND:

The Mackenzie Golf and Country Club lease expires on April 14, 2023. Attached is the new Licence of Occupation with a term of five years for Council's consideration. The land is on District Lot 5754 which is District-owned via a Crown Grant for the purposes of outdoor recreation and enjoyment. General public liability insurance in the amount of \$5 million is also required, naming the District of Mackenzie as additionally insured. The annual licence fee remains at \$50.00. Due to the low cost of the annual licence fee, staff have added a clause that at the beginning of the term the licensee will pay the full licence amount in a lump sum to save on administration costs.

The District of Mackenzie requires our licensee's to pay all taxes on the land they are leasing from the District. The Mackenzie Golf and Country Club are eligible for a tax exemption from taxation for the whole or apart if the land and improvements owned or held by an athletic or service club or association and used principally as a public park or recreation ground or for public athletic or recreational purposes.

NEXT STEPS:

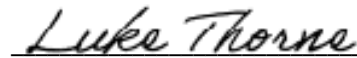
As required under the *Community Charter*, if the lease is approved a Land Disposition Notice will be distributed for two consecutive weeks in the community mailboxes as well as posted on the District of Mackenzie website.

COUNCIL PRIORITIES:

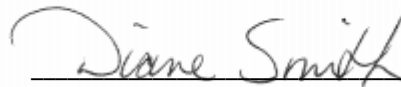
Community and Social Development

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

Respectfully Submitted,



Luke Thorne
Land & Environmental Coordinator



Approved for Submission to Council

LICENCE OF OCCUPATION

THIS AGREEMENT made the ____ day of ____, 2023 .

BETWEEN:

DISTRICT OF MACKENZIE

#1 Mackenzie Boulevard
P.O. Bag 340
Mackenzie, B.C.
V0J 2C0

(the "**District**")

OF THE FIRST PART

AND:

MACKENZIE GOLF & COUNTRY CLUB

(#9479)

472 Cicada Road
Box 1535
Mackenzie, B.C.
V0J 2C0

(the "**Licensee**")

OF THE SECOND PART

WHEREAS:

- A. The District is the owner of certain lands with the District of Mackenzie legally described as:

PID: 015-152-944
District Lot 5754
Cariboo District

(the "**Land**");

- B. The Licensee wishes to be granted this licence to use a portion of the Land and the District has agreed.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Licensee to the District and in consideration of the premises and covenants and Agreements contained in this Agreement, the District and the Licensee covenant and agree with each other as follows:

1.0 RIGHT TO OCCUPY

- 1.1 The District, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Licensee a right by way of licence for the Licensee, its agents, employees, and invitees to use that portion of the Land outlined in red on the sketch plan attached hereto and marked Appendix "A" (hereafter referred to as the "**Premises**") for the purpose of a golf course.

2.0 RESERVATION OF RIGHTS

- 2.1 The District hereby reserves to itself from the grant and the covenants made by it to the Licensee under section 1.1 above the right for the District, its agents, employees, contractors, and subcontractors to have full and complete access to the Premises to carry out any operations associated with the District's use of the Premises.

3.0 LICENCE FEE

- 3.1 In consideration of the right to use, the Licensee shall pay to the District the sum of **TWO HUNDRED FIFTY (\$250.00) DOLLARS** in a lump sum at the beginning of the term.

4.0 TERM

- 4.1 The Term of the License granted under this Agreement shall be from the 15th day of April, 2023 to the 14th day of April, 2028 unless earlier terminated under this Agreement.

5.0 TAXES

- 5.1 The Licensee shall pay all taxes, rates, duties, and assessments whatsoever, whether federal, provincial, municipal or otherwise charged upon the Licenses or the District as a result of the Licensee's occupation of or use of the Premises.
- 5.2 Without limiting the obligation of the Licensee under section 5.1, the District's municipal Council, if permitted under the provisions of the *Local Government Act*, may in its discretion adopt a bylaw exempting the Licensee from municipal property value taxes in relation to the Licensee's occupation of the Premises.

6.0 CONSTRUCTION

- 6.1 The Licensee shall not construct or place any buildings or structures or make any improvements on the Premises, unless prior to any construction, it has:
- (a) obtained the District's approval in writing to the site plans, working drawings, plans, specifications, and elevations; and
 - (b) obtained a building permit from the District authorizing the construction of the buildings and structures set out in the permits and the plans and specifications attached to it; and
 - (c) obtained all required inspections, and the work shall be carried out at the cost of the Licensee; and
 - (d) delivered final as-built drawings to the District.
- 6.2 The Licensee shall, at its cost, maintain any buildings, structures or improvements constructed or placed on the Premises during the Term.

7.0 INSURANCE

- 7.1
- (a) the Licensee will take out and maintain during the term of the Licence a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the use of the premises by the Licensee in the amount of not less than five million dollars per single occurrence with such greater amount as the District may from time to time designate, naming the District as an insured party thereto and shall provide the District with a certified copy of such policy or policies;
 - (b) all policies of insurance shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the District thirty (30) days' prior written notice;
 - (c) if the Licensee does not provide or maintain or enforce the Insurance required by this Agreement, the District may take out the necessary insurance and pay the premium for periods of one year at a time and the Licensee shall pay to the District as additional Licence fees the amount of the premium immediately on demand;
 - (d) if both the District and the Licensee claim to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement

of the claim of the District and the balance, if any, to the settlement of the claim of the Licenses.

8.0 INDEMNIFICATION

- 8.1 The Licensee releases and will indemnify and save harmless the District, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liability which the Licensee or any of them or anyone else may incur, suffer or allege by reason of the use of the Premises by the Licensee or by any member of the public using any building, structure or improvement built or placed by the Licensee on the Premises or the carrying on upon the Premises of any activity in relation to the Licensee's use of the Premises.

9.0 BUILDERS LIENS AND SIGNAGE

- 9.1 The Licensee will indemnify the District from and against any liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Licensee may make or cause to be made on, in or to the Premises.

10.0 NOTICES

- 10.1 It is hereby mutually agreed:

Any notice required to be given under this Agreement shall be deemed to be sufficient given:

- (a) to be delivered at the time of delivery and
- (b) if mailed from any government post office in the province of British Columbia by prepaid registered mail addressed as follows:

- (i) if to the District:

#1 Mackenzie Boulevard
P.O. Bag 340
Mackenzie, B.C. V0J 2C0

- (ii) if to the Licensee:

472 Cicada Road
Box 1535
Mackenzie, B.C. V0J 2C0

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

11.0 TERMINATION

- 11.1 If the Licensee is in default on the payment of License fees, or the payment of any other sum payable under this Agreement, or is in breach of this Agreement, and if the default continues for thirty (30) days after the giving of notice by the District to the Licensee, then the District may terminate this Agreement and re-enter the Land and the rights of the Licensee with respect to the Land shall lapse and be absolutely forfeited.
- 11.2 In the event that the District requires the use of the Premises for municipal purposes in the public interest, the District may terminate this Agreement upon six (6) months' written notice to the Licensee, and following the expiration of such notice period may re-enter the Land and the rights of the Licensee with respect to the Land shall lapse and be absolutely forfeited.
- 11.3 If the Licensee becomes bankrupt or insolvent, or makes an assignment or enters into an arrangement for the benefit of creditors, or proceedings are begun to wind up or dissolve the Licensee, the District may immediately terminate this Agreement upon written notice to the Licensee.

12.0 FORFEITURE

- 12.1 If the District, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of reentry upon breach of this Agreement, does not waive the District's rights upon any subsequent breach of the same or any other provision of this Agreement.

13.0 FIXTURES

- 13.1 That unless the Licensee upon notice from the District removes them within ninety (90) days of the end of the Term, all buildings, structures or improvements constructed on

the Land by the Licensee, whether before or after the commencement of this Agreement, shall become the sole property of the District at no cost to the District.

14.0 REPAIRS BY THE DISTRICT

- 14.1 (a) If the Licensee fails to repair or maintain the Land or any buildings, structures or improvements on the Land in accordance with this Agreement, the District may, by its agents, employees or contractors enter the Land and make the required repairs or do the required maintenance and the cost of the repairs or maintenance shall be a debt due from the Licensee to the District.
- (b) In making the repairs or doing the maintenance the District brings and leaves upon the Land the necessary materials, tools and equipment and the District shall not be liable to the Licensee for any inconvenience, annoyance, loss of business or other injuries suffered by the Licensee by reason of the District effecting the repairs or maintenance.
- (c) The Licensee releases the District, its elected and appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Licensee may have against any or all of them in respect of this Agreement or its performance or its breach except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the District, its elected and appointed officers, employees and agents.

15.0 TREE CUTTINGS, EXCAVATIONS, HAZARDOUS SUBSTANCES

- 15.1 (a) Except where reasonably necessary for the safe and effective operation of its golf course, the Licensee will not carry on or do or allow to be carried on or done on the Premises any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the surface of the Premises and shall not bring on or deposit any soil or fill on the Premises except with the written consent of the District.
- (b) Except where reasonably necessary for the safe and effective operation of its golf course, the Licensee will not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on the Premises or to any trees, bush or vegetation on the Premises any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Premises or any water on the Premises.
- (c) The Licensee shall conduct all of its operations on the Premises strictly in accordance with the requirements of all laws and regulations that regulate or prohibit activities for the purpose of protecting the environment.

16.0 CLEAN UP

- 16.1 At the end of the Term, the Licensee shall clean up and restore the Premises as reasonably as may be possible to the condition of the Premises prior to the commencement of the Licensee's occupation of the Premises as a golf course.

17.0 REGULATIONS

- 17.1 The Licensee will:

- (a) comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the District or the Licensee;
- (b) observe all provisions of the Crown Grant under which the District holds the Land and do nothing that may result in a forfeiture of that grant;
- (c) indemnify the District from all lawsuits, damages, loss, costs, or expenses that the District may incur by reason of non-compliance by the Licensee with legal requirements or by reason of any defect in the Premises or any injury to any person or to any personal property contained on the Premises. The Licensee shall be responsible for any damage to the Premises occurring while the Licensee is exercising its rights under this Agreement and the Licensee acknowledges and agrees that in the event that the Premises or any building, structure or improvement on the Premises is damaged, the amount of the cost of any repair or restoration undertaken by the District shall be a debt due from the Licensee to the District.

18.0 NO COMPENSATION

- 18.1 The Licensee shall not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of the License or the loss of the Licensee's interest in any building, structure or improvement built or placed on the Premises.

18.0 MISCELLANEOUS

- (a) The Licensee warrants and represents that the execution of this Agreement by the Licensee on behalf of a group or organization is a warranty and representation to the District that the Licensee has sufficient power, authority, and capacity to bind the group or organization with his or her signature.

- (b) In consideration of being granted the use of the Premises, the Licensee agrees to be bound by the terms and conditions of this Agreement and, if the Licensee represents a group or organization, the Licensee agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement.
- (d) This Agreement shall not be interpreted as granting any interest in the Land to the Licensee.
- (e) Nothing in this Agreement shall constitute or shall be deemed in any way to create an agency, partnership or joint venture relationship between the District, on the one hand, and the Licensee on the other, or to create any fiduciary relationship between them.
- (f) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.
- (g) The Licensee agrees that it will not assign or transfer its rights under this Agreement, or grant or enter into any sub-licence, without the prior written consent of the District.

19.0 INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

DISTRICT OF MACKENZIE by its)
authorized signatories)
)
_____)
)
Chief Administrative Officer)
)
_____)
Corporate Officer)
)

MACKENZIE GOLF & COUNTRY CLUB by its)
authorized signatories:)
)
_____)
Name:)
)
_____)
Name:)
)

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: April 4, 2023

Subject: Draft - Downtown Vision and Action Plan

RECOMMENDATION:

THAT Council receives this report for information.

BACKGROUND:

At the Regular Meeting of March 14, 2022, Council awarded the Downtown Vision and Development Permit Areas Project to Barefoot Planning + Design. This project was broken up into two parts Part A – Downtown Vision and Action Plan and Part B – Development Permit Areas. Staff along with Barefoot Planning + Design are in the final stages of Part A, and concurrently working on Part B of the project.

Downtown Vision and Action Plan

The objective of this project is to create a holistic Downtown Plan that will be used to develop Mackenzie for the future promoting key ideas such as sustainability, livability, and economic development.

The proponent's scope of work was to create a Downtown Plan that:

- Incorporates the community culture and sense of place, removes barriers to access and inclusion, recognizes Mackenzie's unique environmental challenges.
- Works with existing infrastructure and plans for future development i.e., active transportation corridors and park upgrades.
- Benefits business owners and plans for future economic development opportunities.

Public Engagement

The draft plan has been informed by public feedback in the following ways:

- **Ideas Fair** - An interactive consultation event to harvest public feedback and generate high-level directions and big ideas for the future of downtown Mackenzie.

- **1st Round of Public Engagement** - Through the launch of the new public engagement platform Let's Chat Mackenzie and at various pop-up events staff have received feedback from the community to help shape the directions of the Downtown Vision and Action Plan.
- **Workshops & Interviews** - An intensive workshop was be used to refine high-level directions into possible scenarios, designs, and actions. Targeted interviews were then used to fill any information gaps. From there, a set of key elements and scenarios was developed for use at the Public Gallery.
- **Pop-Ups & Online Discussion** - Pop up events in the community, along with online discussions, extended the reach of the Ideas Fair to the wider community. Directions from the public formed the base on which the stakeholder workshop is built.
- **What We Heard Report #1:** https://districtofmackenzie.ca/wp-content/uploads/2023/04/What_We_Heard.pdf
- **2nd Round of Public Engagement** - Staff facilitated the second survey posted on Let's Chat Mackenzie and handed out physical copies at various pop-up events. Staff have received feedback from the community to help course correct the early directions of the Downtown Vision and Action Plan.
- **Community Gallery** - District staff hosted a community gallery put on by Barefoot Planning + Design. At this event Barefoot went through the early directions of the plan outlining objectives and early actions. This event was recorded and was viewed online by 110 residents.
- **Pop-Up Events** - District staff hosted a second round of pop-up events to clarify objectives of the plan, engage residents on the early directions as well as introducing them to the public engagement site Let's Chat Mackenzie.
- **What We Heard Report #2:** https://districtofmackenzie.ca/wp-content/uploads/2023/04/What_We_Heard_2.pdf

Draft Plan

Staff have attached the following for Council's information and review.

NEXT STEPS:

After Council's review, the draft plan will be made open for the public to comment. Feedback will be reviewed and incorporated where possible and the final plan presented to Council at a Regular Open Meeting.

Concurrently, work has already begun on Part B – Development Permit Areas (DPAs). DPAs are a planning tool that takes a conceptual plan for land use, as described in the Downtown Vision and Action Plan or Official Community Plan, and turns it into regulation for new development to follow. We are preparing a DPA for the downtown commercial area to support the Downtown Vision and Action Plan, but also an environmental/riparian DPA for protection of the natural environment, its ecosystems and biological diversity in sensitive areas throughout community.

COUNCIL PRIORITIES:


Community & Social Development

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

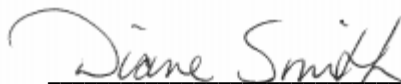
Economic Vitality

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

Respectfully Submitted,



Luke Thorne
Land & Environmental Coordinator



Approved for Submission to Council



DOWNTOWN VISION & ACTION PLAN

DISTRICT OF MACKENZIE

MARCH 2023



DOWNTOWN VISION & ACTION PLAN

DISTRICT OF MACKENZIE | MARCH 2023

PREPARED BY



WITH HELP FROM



THE KEY DIRECTIONS 1

A PROGRESSIVE VISION 1

1. PROJECT OVERVIEW 3

1.1. INTRODUCTION 3

1.2. HOW TO USE THIS PLAN. 4

1.3. CONTEXT OVERVIEW. 6

1.4. PROJECT PROCESS + CONSULTATION 10

2. PLANNING + DESIGN FRAMEWORK . . . 13

2.1. DOWNTOWN VISIONS & CONCEPTS 13

2.2. DOWNTOWN FOUNDATIONS 17

2.3. PLANNING GOALS. 18

3. LAND USE + BUILT FORM 20

3.1. GENERAL POLICIES 20

3.2. LAND USE MAP 22

3.3. LAND USE POLICIES 23

3.4. HOUSING 24

3.5. WINTER DESIGN 25

4. PUBLIC SPACE 29

4.1. OPEN SPACE PLAN 29

4.2. PUBLIC SPACE ACQUISITION 30

4.3. PUBLIC SPACE DESIGN POLICIES/GUIDELINES 30

5. SUSTAINABILITY + CLIMATE ACTION . . 34

5.1. URBAN FOREST STRATEGIES. 34

5.2. STORMWATER MANAGEMENT. 37

5.3. LANDSCAPE GALLERY 40

6. TRANSPORTATION + MOBILITY. 43

6.1. NETWORK PLAN. 44

6.2. TRANSPORTATION POLICIES. 45

7. PLACEMAKING + CULTURE 51

7.1. PLACEMAKING + CULTURE POLICIES. 51

8. ACTION PLAN 54

8.1. SHORT-TERM ACTION PLAN 54

8.2. MEDIUM-TERM ACTION PLAN 56

8.3. LONG-TERM ACTION PLAN 57



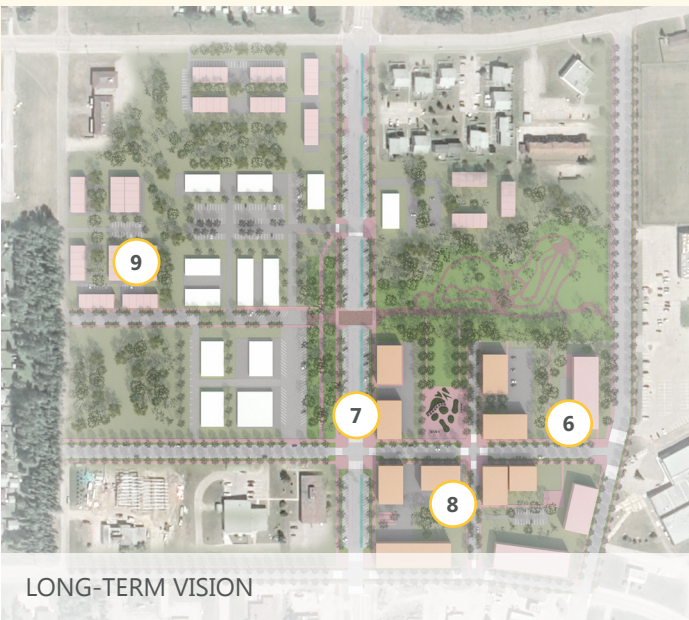
THE KEY DIRECTIONS

A PROGRESSIVE VISION

The Mackenzie Downtown Vision and Action Plan (DVAP) creates a framework for a vibrant, walkable, and mixed-use Downtown. The policies, guidelines, and strategies of the DVAP seek to enable the creation of this vision through private and public investment and redevelopment. While the plan emphasizes a progressive approach that considers viable short-, medium-, and long-term changes, the Key Directions are a summary of the notable improvements envisioned in the Downtown in the long-term.

- 1 Incrementally improve the safety and comfort of streets and intersections for all modes of transportation.
- 2 Design green and pedestrian-friendly streets
- 3 Create more and better pedestrian connections
- 4 Design engaging public spaces
- 5 Ensure adequate snow storage in the winter streets and public spaces
- 6 Enhance the Urban Forest on public and private land
- 7 Build a vibrant, walkable Downtown Core
- 8 Facilitate high-quality redevelopment of private land
- 9 Provide housing options throughout the Downtown

RESIDENTIAL COMMERCIAL MIXED-USE





1. PROJECT OVERVIEW

This section provides an overview of the project, including a summary of the Project Team's background analysis, the overall project process, and the community engagement.

1.1. INTRODUCTION

The Mackenzie Downtown Vision & Action Plan (DVAP) provides a vision and roadmap for future development and investment in Downtown Mackenzie – with an emphasis on incremental and contextual strategies to revitalize private and public land.

Downtown Mackenzie is the key commercial area in the District and is currently characterized by car-centric development and design, with limited “people spaces” or amenities. While there are good examples of pedestrian-oriented design in pockets of the Downtown, the pedestrian experience on private and public land is generally uncomfortable and unappealing.

The DVAP takes direction from key policies in the OCP and aims to create a more walkable, mixed-use, vibrant Downtown with better public spaces and improved transportation options, including a focus on walking, cycling, and accessibility for all ages and abilities.

In Spring 2022, the District kicked off the DVAP project. Community engagement was central to the process, with multiple opportunities for dialogue and consultation throughout, including public surveys, an interactive Ideas Fair, an intensive Stakeholder Workshop, and pop-up engagement booths at key community events and locations. Public preferences were further refined through the Community Gallery and, finally, follow-up community engagement to review the draft of the plan.

The resultant DVAP is based on that input, as well as contemporary best practices, policy directions, and key planning principles. The enclosed policies and strategies are meant to strengthen the long-term vitality and resilience of Downtown Mackenzie while being consistent with community-based goals, values, and principles.



1.2. HOW TO USE THIS PLAN

The DVAP serves as a guide for future public and private sector decision-making and investment within Downtown Mackenzie. The Plan provides clear goals, guidelines, policies, and implementation strategies to help achieve the vision for the area.

1.2.1. WHAT IS A DOWNTOWN VISION AND ACTION PLAN?

A Downtown Vision and Action Plan (DVAP) is a policy document, similar to a Neighbourhood Plan, that provides direction for how an area will be managed over time in order to achieve a desired community vision. A DVAP typically includes detailed guidelines and policies to direct the land use, transportation (including cycling, walking, and transit), parks and open spaces, design, and other planning elements in the area.

A Downtown Vision and Action Plan is a policy document that provides direction for how an area will be managed over time in order to achieve a desired community vision.

The Mackenzie DVAP further refines the high-level directions found in documents such as Mackenzie's Official Community Plan (OCP) and Mackenzie's Community Economic Development Strategy and applies those refined policies to the Downtown area. The DVAP seeks to achieve the Policies, Goals and Objectives of the OCP and Economic Development Strategy, while also recognizing the specific opportunities and constraints of a defined area.



1.2.2. WHO IS THE PLAN FOR?

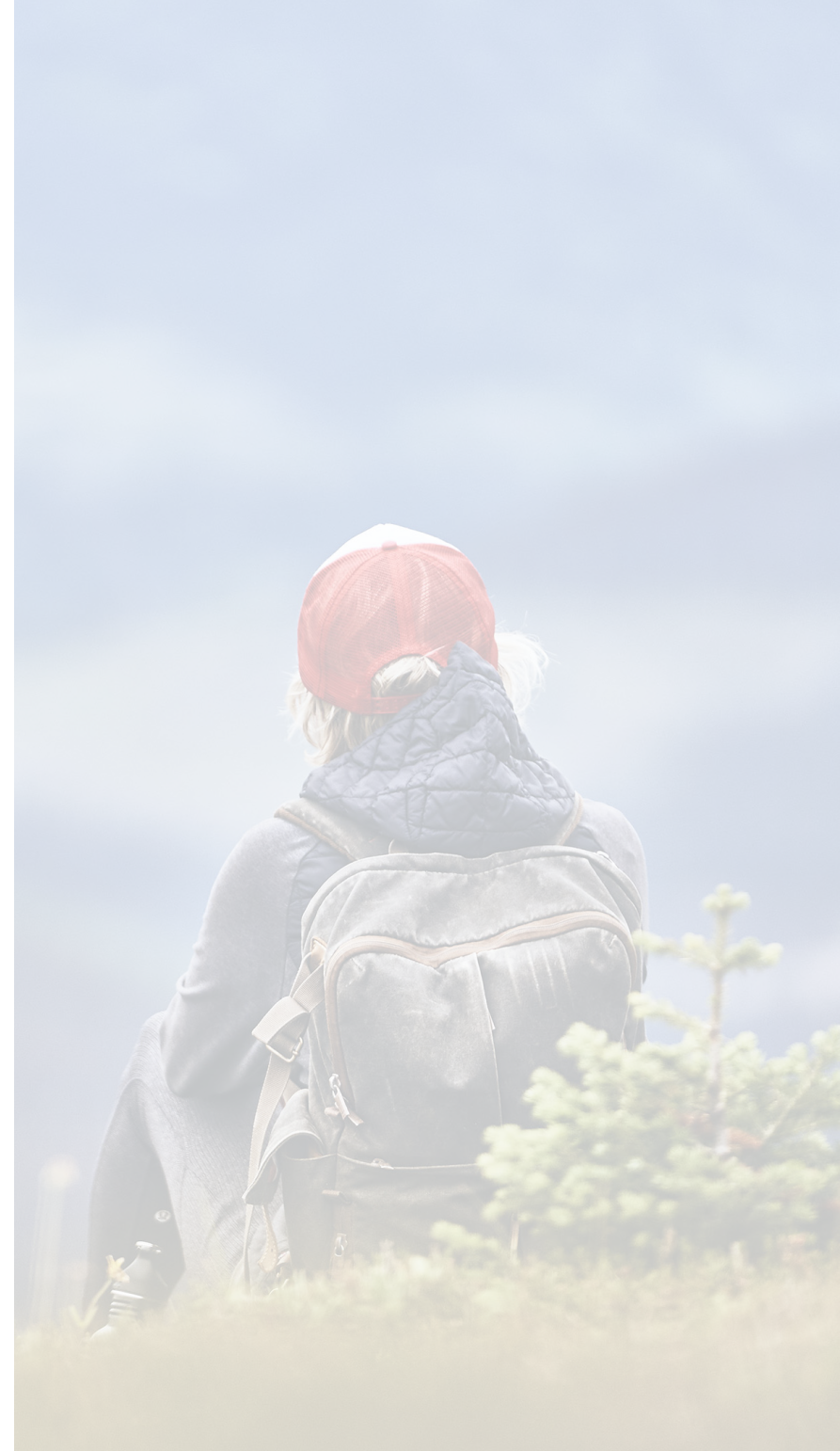
The DVAP is intended to be a guide for citizens, landowners, District staff, and District Council when contemplating development proposals and applications in the Plan Area. This Plan should be reviewed against private and public land use applications; capital works projects; and community improvement and development projects. The Plan advances the implementation of OCP Goals and Objectives as well as District initiatives as Mackenzie changes over time. Finally, the Plan outlines the planning and design standards and expectations within the Downtown to be considered by the District to facilitate achieving the Plan vision.

1.2.3 PROGRESSIVE PLANNING

Due to the incremental pace of development and of economic and demographic change in Mackenzie, this Plan presents a 5-year, 10-year, and long-term vision for revitalization. This approach was taken to balance the unique needs and conditions of the District (e.g., climate, geographic, economic, social), in being able to both have an aspirational vision for the long-term and achievable improvements and actions in the short-term.

1.2.4. UNDERSTANDING POLICY LANGUAGE

Where a descriptive section or image accompanies a policy, it is provided for information purposes only to enhance the understanding of the policy. Where “shall” or “will” is used in a policy, the policy is considered mandatory. Where “should” or “may” is used in a policy, the intent is that the policy is strongly encouraged. In both cases, the corresponding outcome can be adapted where unique or unforeseen circumstances provide for courses of action that would satisfy the general intent of the policy.



1.3. CONTEXT OVERVIEW

1.3.1. REGIONAL AND DOWNTOWN CONTEXT

The District of Mackenzie includes several key areas, including the town site (including Downtown), airport, and key industrial and mill sites. Industrial services dominate the surrounding landscape. While the closing of some local mills has resulted in economic hardship and a decline of the population of Mackenzie, the town is experiencing renewed migration based on nearby recreational opportunities.

Downtown Mackenzie is most clearly defined by a focused retail core in relation to surrounding civic, park, and residential uses. Key 'landmark' sites include the Mall sites (e.g., Alexander Mackenzie, KL 59, Evergreen, Town Centre Mall), the Recreation Centre, Health Clinic, Fire Hall, and the new Market Park.



1.3.2. POLICY CONTEXT

The Mackenzie Downtown Vision and Action Plan is guided and informed by a number of District documents (e.g., Zoning Bylaw, Community Economic Development Strategy). In particular, the Official Community Plan (OCP) provides an important foundation on which this Plan can be built. It is important to acknowledge the significant, recent work that the District has undertaken to create a robust policy framework in which this Plan exists, such as the Community Economic Development Plan and Tourism Plan.

KEY OCP POLICY DIRECTIONS

Key guiding policy directions – which will inform the creation of this Plan – include the following:

- Creating an attractive and vibrant town centre where residents can access shopping, entertainment, and community services
- Focusing new commercial and mixed-use developments in the Downtown Core by developing readily available or vacant land
- Allowing a greater mix of uses in the town centre including live-work and multi-family residential
- Limiting uses in the Downtown Core that are better suited to other areas such as service- commercial
- Improving streets, walkways and public spaces in the Downtown Core through aesthetic and functional investments
- Encouraging human-scaled streets and buildings, and active public spaces; and fostering revitalization of the Downtown Core through incentive programs
- Seek opportunities to engage local First Nation governments in the District's initiatives to create a shared long-term economic vision and set of strategies for the area as a whole
- Work with current and potential local businesses to identify and act on strategies to improve the business environment in Mackenzie



OTHER PLANS

Other relevant plans and their directions for the Downtown include the following:

Mackenzie 2.0 Community Economic Development Strategy

- Downtown Core revitalization
 - » Promote creative uses of gathering spaces and underutilized/empty buildings and lots
 - » Develop an improved, cohesive Downtown Mackenzie look and feel through incentivizing public art, storefront beautification, hardscaping, and landscaping
 - » Encourage multi-modal transportation to and within the Downtown Core and provide supporting infrastructure

2021- 2026 Tourism Plan (2021)

- Create a new exciting Tourism District in Downtown Mackenzie

Council Strategic Priorities 2021-2025 (2021) Goals

- Mackenzie is recognized for its attractiveness, streetscape and overall appeal to residents and visitors
- Mackenzie's commercial sector is growing and diversifying



1.3.3. MACKENZIE TODAY



Looking South along Mackenzie Blvd. in winter



Looking north along Mackenzie Blvd. at the Tree Crusher.



Views of Morfee Mountain from Mackenzie Blvd.



Alexander Mackenzie Mall.



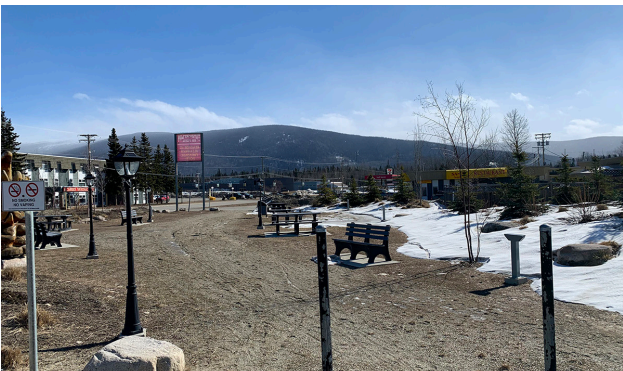
Corner of Centennial Dr. and Skeena Dr.



Evergreen Mall (left) and Town Centre Mall (right).



KL 59 Mall.



Market Park on corner of Mackenzie Blvd and Centennial Dr.



Outside of the Mackenzie Recreation Centre and Library.

1.4. PROJECT PROCESS + CONSULTATION

1.4.1 PROJECT PROCESS

The Downtown Mackenzie Vision and Action Plan process involved three primary phases:

- 1 Startup and Background Analysis
- 2 Community Consultation
- 3 Plan Development

The diagram to the right illustrates the key milestones to the project.

1.4.2. CONSULTATION

Community and stakeholder engagement were a key part of the DVAP process.

Round 1 Engagement events were used to [a] build on the Project Team’s background analysis by further identifying key issues and opportunities; and [b] generate high-level ideas and a vision for Downtown Mackenzie.

Round 2 Engagement events were used to [a] check-in with the community on what we’ve heard; [b] gauge levels of support for different ideas; and [c] help us “course correct” in any given direction, prior to developing the draft DVAP.

Round 3 engagement involved an “Open House” where residents were invited to read the draft Plan and directly engage with District Staff on their support of suggested changes.



BACKGROUND ANALYSIS

April 2022 - Project Team

Technical analysis of existing conditions to identify challenges and opportunities and outline a policy framework to inform the project. Outcomes will inform the content of the Ideas Fair, Pop Ups, and online discussions.



IDEAS FAIR

May/June 2022 - Public

An interactive consultation event to harvest public feedback and generate high-level directions and big ideas for the future of Downtown Mackenzie.



WORKSHOP & INTERVIEWS

May/June 2022 - Stakeholders

An intensive workshop will be used to refine high-level directions into possible scenarios, designs, and actions. Targeted interviews will then be used to fill any information gaps. From there, a set of key elements and scenarios will be developed for use at the Public Gallery.



POP-UPS & ONLINE DISCUSSION

May/June 2022 - Public

Pop up events in the mall, along with online discussions, will extend the reach of the Ideas Fair to the wider community. Directions from the public will form the base on which the stakeholder workshop is built.



PUBLIC GALLERY & SURVEY

August/September 2022 - Public

A second public event (held digitally) and corresponding online survey will allow residents to share feedback and comment on the scenarios and directions generated from the workshop and Ideas Fair. The Project Team will then synthesize the public input and begin to develop a draft Plan.



OPEN HOUSE (DRAFT PLAN)

Spring 2023 - Public

The draft Downtown Vision and Action Plan will be presented for public comment at a (digital or in-person) Open House and corresponding online engagement. A final draft will then be iteratively refined with staff.



COUNCIL PRESENTATION

Spring 2023 - Public

The final Downtown Vision and Action Plan will be presented to Council at a public meeting.

ROUND 1 ENGAGEMENT INCLUDED:

Chamber of Commerce Expo Pop-up | May 6-7, 2022

A booth at the expo with display boards that introduced the Project and asked a few questions or participants to further reach the business community conveniently.

Public Ideas Fair | June 9, 2022

A large-scale, widely advertised interactive public event at the Recreation Centre.

Online Engagement | June 7 - July 8, 2022

The District's online "Let's Chat" platform was utilized throughout Round 1 to advertise events, share documents (e.g., Background Summary Report), and host the Visioning Survey.

Stakeholder Workshops | June 16 + July 14, 2022

A focused issues and opportunities workshop with key stakeholders - e.g., business owners, landowners, residents, interest groups, and District staff - was held in June in addition to a Council specific workshop in July.

ROUND 2 ENGAGEMENT INCLUDED:

Early Direction Presentation | August 24, 2022

A presentation on the Early Directions was given to residents at the Recreation Centre.

Online Engagement | August 24 - September 15, 2022

The District's online "Let's Chat" platform was utilized throughout Round 2 to advertise events, share documents (e.g., Early Directions Presentation), and host the Early Directions Survey.

Pop-up Events | September, 2022

In September, District Staff facilitated pop-up engagement in the Alexander Mackenzie Mall, Community Market, and the Seniors Luncheon.

ROUND 3 ENGAGEMENT INCLUDED:

Open House | February X - X, 2023

In early November, the draft Plan was advertised and made available to the public for comment.

25

PARTICIPANTS
AT THE IDEAS FAIR



110

WATCHED THE
EARLY DIRECTIONS
PRESENTATION



~150

REACHED THROUGH
POP-UP EVENTS



17

STAKEHOLDER
WORKSHOPS



881

ONLINE
PARTICIPATION





2. PLANNING + DESIGN FRAMEWORK

Throughout the project process, the community provided input on the future vision of the area, as well as the core values and principles that should guide public and private investment.

2.1. DOWNTOWN VISIONS & CONCEPTS

As noted in Chapter 1, a progressive lens was adopted when developing the DVAP, due to the incremental pace of development and of economic and demographic change in Mackenzie. Therefore, a 5-year, 10-year, and Long-Term Vision for Downtown Mackenzie, and associated conceptual illustrations, are presented on the following pages.





DOWNTOWN MACKENZIE 5-YEAR VISION

In 2027, Downtown Mackenzie has seen early signs of revitalization, including:

- Transportation improvements that support a multi-use network for all residents in Mackenzie.
- New murals, public art, and community events to provide greater vibrancy in Downtown and support businesses, tourists, and residents.
- More public green spaces and pathways that connect the Downtown from east to west
- A new Bike Park and pathway that provides a key gathering space as well as connecting the Downtown from east to west.

While forestry remains an important industry, Mackenzie increasingly attracts tourists and welcomes a diversity of new residents to enjoy recreational opportunities and a rural, small-town way of life.



DOWNTOWN MACKENZIE 10-YEAR VISION

In 2032, Downtown Mackenzie continues to improve and begins to thrive:

- A new multifunctional park has been created across from the KL 59 Mall, establishing a network of public gathering and activity spaces (e.g., Bike Park, Skate Park, Recreation Centre, and the Community Gardens).
- An expanded east-west trail connects these spaces with adjacent residential areas and John Dahl Park.
- Seasonal events to promote and foster community pride throughout the Downtown, increasing the enjoyment of Downtown for residents and visitors alike.

As Mackenzie continues to welcome tourists and new residents, new investments and businesses are increasingly seen in the Downtown.



DOWNTOWN MACKENZIE LONG-TERM VISION

In 2050, Downtown Mackenzie has evolved to include:

- A walkable “Main Street” as Mackenzie Blvd between Centennial and Stuart has been redeveloped’ with two travel lanes and other streetscape improvements.
- Core Downtown sites have redeveloped into mixed-use ‘villages’ that contribute to a vibrant, pedestrian-friendly main street – and provide destinations for visitors and residents.
- Continued investment in making Downtown livable throughout the seasons – e.g., snow removal equipment, lighting, shelter within public spaces)

Mackenzie’s popularity as a destination and place to live and invest continues to grow.



2.1.1. ENVISIONING INCREMENTAL REVITALIZATION

INCREMENTAL SAFETY AND COMFORT

Improved safety and comfort of streets and intersections for all modes of transport through incremental change on public and private property.

ENGAGING PUBLIC SPACES

Thoughtfully designed public spaces form a network of gathering and activity spaces for residents and visitors.

ACTIVE TRANSPORTATION AND SLOWER SPEEDS

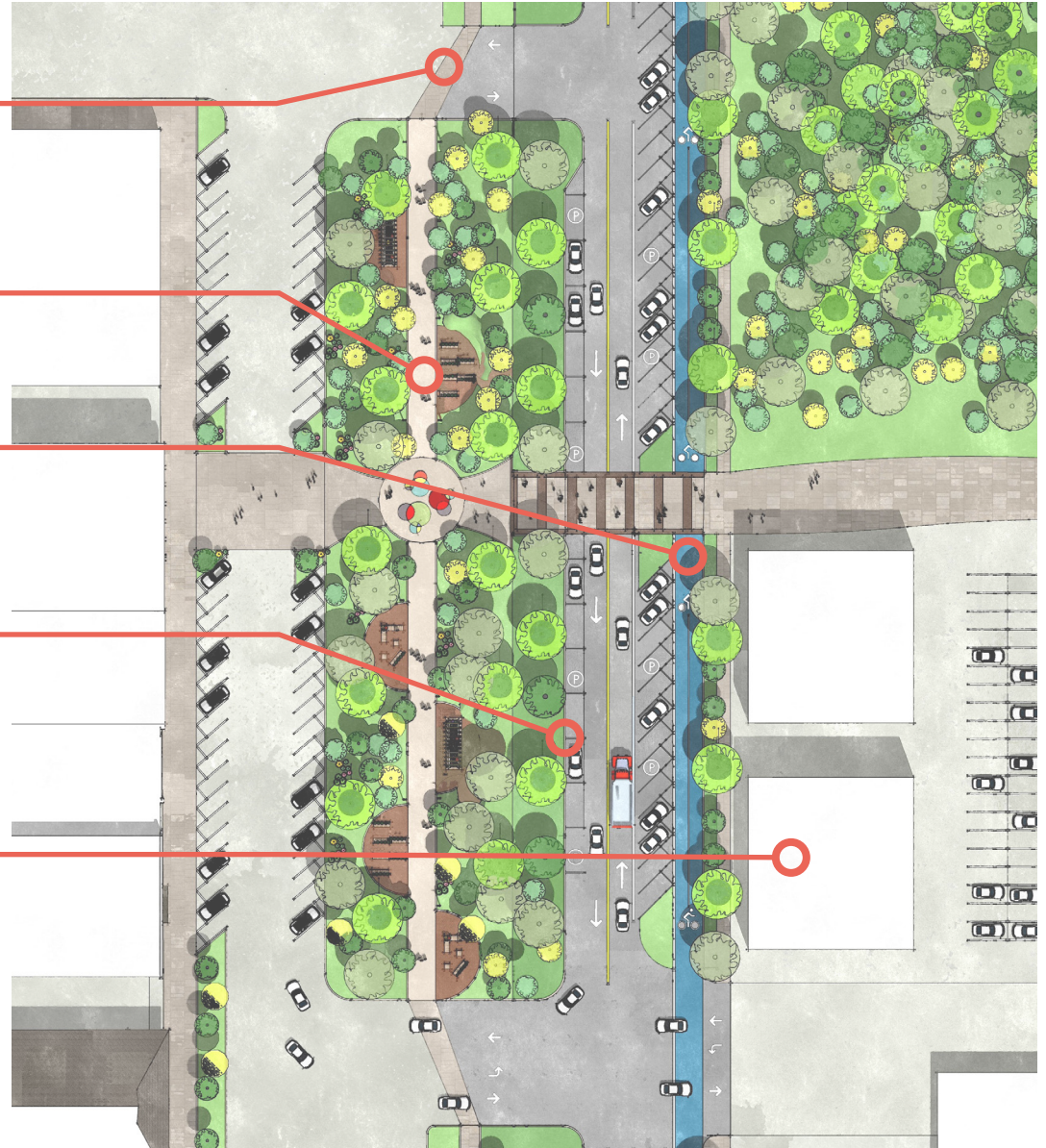
Street parking, street trees, landscaping, and separated cycling lanes encourage slower speeds and active transportation through the core.

FLEXIBLE SPACES FOR SEASONAL CHANGE

Flexible use of boulevards and lanes (e.g., landscaping, temporary plazas, event spaces, active transportation routes, snow storage) allows for community vibrancy in warm and cold months.

REDEVELOPMENT AND PEDESTRIAN-FRIENDLY STREETS

Private investment, redevelopment, and new mixed-use buildings contribute to a vibrant, pedestrian-friendly Downtown core – and provide destinations for visitors and residents.



2.1.2. DOWNTOWN MACKENZIE ILLUSTRATIVE CONCEPTS



Downtown Mackenzie 10-year vision – looking west across Mackenzie Blvd toward a multifunctional, linear park adjacent to the KL 59 mall.



Downtown Mackenzie long-term vision – looking east towards Skeena Dr and the Recreation Centre along a new street and adjacent public space created through large-scale redevelopment.

2.2. DOWNTOWN FOUNDATIONS

Planning Foundations are guiding concepts that the policies, guidelines, and strategies of the Plan build upon toward the Downtown Vision.



Incremental & Contextual Revitalization

Take an incremental and contextual approach that considers the local context (e.g., climatic, geographic, economic, social) to not only have an aspirational vision for the future but also achievable actions for the short-term.



Design for People & the Seasons

Design streets, buildings, and public spaces in the Downtown to encourage people to walk, roll, stay, sit, play, and enjoy – not just drive through, in both summer and winter.



Foster Strong Community Identity

Ensure that community identity is celebrated through the events, activities, and the design of public and private spaces.



Activate the Street

Use buildings and trees to frame the street; architecture and landscaping to create visual interest; and ground floor uses to provide opportunities for formal (e.g., retail) and informal interaction (e.g., patios, terraces).

2.3. PLANNING GOALS

The goals and themes are aspirational outcomes that the Plan seeks to achieve.



Enhance Walkability & Accessibility

To create accessibility for people who experience barriers, convenient, and comfortable streets, public spaces, and buildings with inherent safety and kid/senior-friendly elements to create a welcoming Downtown for all ages and abilities.



Create a Vibrant Downtown Core Throughout the Year

To build on and enhance the “sense of place” in Downtown Mackenzie toward an active, vibrant Downtown, with ‘street life’, healthy businesses, and high quality public spaces throughout the year.



Beautify the Downtown

To create opportunities for and ensure that public art, lighting, trees and landscaping, and architectural improvements contribute to the beautification of Downtown.



Build Community & Culture

To provide more seasonal events, activities, and programming for all ages and abilities. To create a cohesive design to public and private spaces, and celebrate Mackenzie as a rural community with access to recreation and the outdoors.



3. LAND USE + BUILT FORM

This section provides detailed land use, housing, and built form policies and guidelines that serve to inform future decision-making about public and private investment and development in the study area.

3.1. GENERAL POLICIES

3.1.1. ADMINISTRATION

1. All development or land use applications in the Plan Area will be consistent with the policies of the DVAP and applicable District OCP policies.
2. The land use designations and accompanying policies of this section will inform all development application decisions in the Plan Area. The boundaries and uses established may be adjusted to account for unique circumstances, adaptability over time, and flexibility of implementation, so long as the intent of the policy is achieved and is consistent with the goals, principles, and policies of this Plan.
3. The District will amend OCP policies and Development Permit Area guidelines to be consistent with this Plan.
4. At the time of Zoning amendment and Development Permit application, applicants may be asked to provide the following:
 - a. Detailed Landscape Plan.
 - b. Integrated Stormwater Management Plan.
 - c. Transportation Plan.



3.1.2. COMMUNITY AMENITY CONTRIBUTIONS

5. The District shall create a Community Amenity Contributions policy, informed by the policies of this Plan.
6. At the development application stage (e.g., rezoning), the District may negotiate with applicants for the provision of Community Amenity Contributions according to the District's Community Amenity Contributions Policy and the below directions.
7. The provision of semi-public open spaces, trails, mews, and plazas shall be considered an amenity only where a legal arrangement has been established on title to preserve public access.
8. The provision of parkland beyond the statutory requirement (5% dedication) during subdivision shall be considered an amenity.
9. The District may require that the following criteria are met before public space improvements are accepted as an amenity:
 - a. Park designs and tender drawings have been prepared by a registered landscape architect at the cost of the developer.
 - b. Developer has agreed to provide bonding for all aspects of park construction.
 - c. Developer agrees to enter into a two year maintenance agreement with the District from the time of substantial completion.
10. The provision of public art within public or private space may be considered an acceptable component of an amenities package, with approval from the District and a binding agreement that includes provisions to ensure the long-term maintenance or replacement of the artwork.
11. Other amenities that should be considered acceptable include but are not limited to functioning natural habitats, landscape-based stormwater and wastewater management, affordable housing units, seniors housing, and childcare facilities.



3.2. LAND USE MAP

In the District OCP, the Plan Area contains two main land use designations. The DVAP seeks to maintain the existing OCP Land Use designations and associated policies, while providing additional policies and more detailed implementation, urban design, and site planning guidance.



- | | |
|-------------------------|--------------------------------|
| CD - Core Downtown | CS - Commercial Service |
| RM - MF Residential | RS - Single Family Residential |
| PG - Public Greenbelt | PS - Parks and Schools |
| PI - Public Institution | |

OCP land use map showing designations in the DVAP plan area

3.2.1. LAND USE DESIGNATIONS

The following is a summary of the key Downtown land use designations and corresponding policies in the OCP.

CD: Downtown Core: Intended to create a focused, vibrant, and pedestrian-oriented town centre with a mix of commercial, residential, and service opportunities. Suitable uses include: smaller-scale and pedestrian-oriented retail and services, professional businesses and offices, civic and institutional uses, culture and recreational facilities, restaurants, entertainment facilities, hotels, mixed-use buildings, flex-use and live-work spaces, multi-family housing, and public parks or plazas.

CS: Commercial Zone: Intended to support commercial uses that are larger scale, dependent upon automobile access and would be incompatible with smaller scale retail uses in the Downtown Core. Example uses include large-scale retail uses, motels, automobile service stations, and truck and equipment parking. Flex-use and live-work spaces may also be considered in areas designated Commercial Service.

Objectives of the CD and CS designation include:

1. To create a vibrant, pedestrian-friendly Downtown centre.
2. To create a green and attractive Downtown that promotes Mackenzie's unique local character.
3. To encourage local business development in the community.
4. To allow multi-family residential development in the core as a key component of creating a vibrant Downtown.

Adjacent designations in the Plan Area include Public Institutions (e.g., Fire Hall and Recreation Centre), Commercial Service, Parks and Schools, Natural Environment, and Residential uses.

3.3. LAND USE POLICIES

1. Maintain the existing OCP Land Use designations and corresponding policies for the Plan Area (see Section 2.2 of the OCP).
2. Facilitate the development of a pedestrian-oriented Downtown Core (e.g., sidewalks, on-street parking, street trees, pedestrian-level lighting, corner bulb outs, street furniture) on Mackenzie Boulevard, Skeena Drive, Centennial Drive, and new streets created through redevelopment and District investment.
3. Facilitate the redevelopment of key private and public properties to support the creation of active Downtown streetscapes and a vibrant Downtown village.
4. Facilitate the development of a walkable “main street” on Mackenzie Boulevard, between Centennial Drive and Stuart Drive, by – for example – removing its Provincial Highway status.
5. Review the setback requirement of 13.7 metres from the Mackenzie Boulevard right-of-way and consider amendments to satisfy the policies and objectives of this plan (i.e., minimizing the front-yard setback in the Downtown Core).
6. Engage with the Province on the status and plans for the site on the corner of Mackenzie Boulevard and Stuart Drive and consider redevelopment options and opportunities.



3.4. HOUSING

1. All new residential units will meet current accessibility standards, and the inclusion of universally accessible units and ground-oriented units will be encouraged.
2. The inclusion of adaptable units in all new construction is strongly encouraged to support changing needs and demographics over time.
3. The provision of a mix of housing types and tenures (i.e., rental, ownership) should be facilitated over time in order to accommodate residents of all ages and abilities, changing demographics over time, and a range of income levels. This includes strong support for future developments that include one or more of the following:
 - a. Rental units
 - b. Strata and fee simple ownership (e.g., row house)
 - c. Lock-off suites and flexible units
 - d. Live-work units
 - e. Ground-oriented units
 - f. A range of unit sizes
 - g. Inclusion of family-sized units (3+ bedrooms)
4. Partnerships with non-market housing providers will be supported to facilitate the creation of affordable housing.
5. The development of seniors housing and seniors supportive housing will be supported throughout the Plan Area.

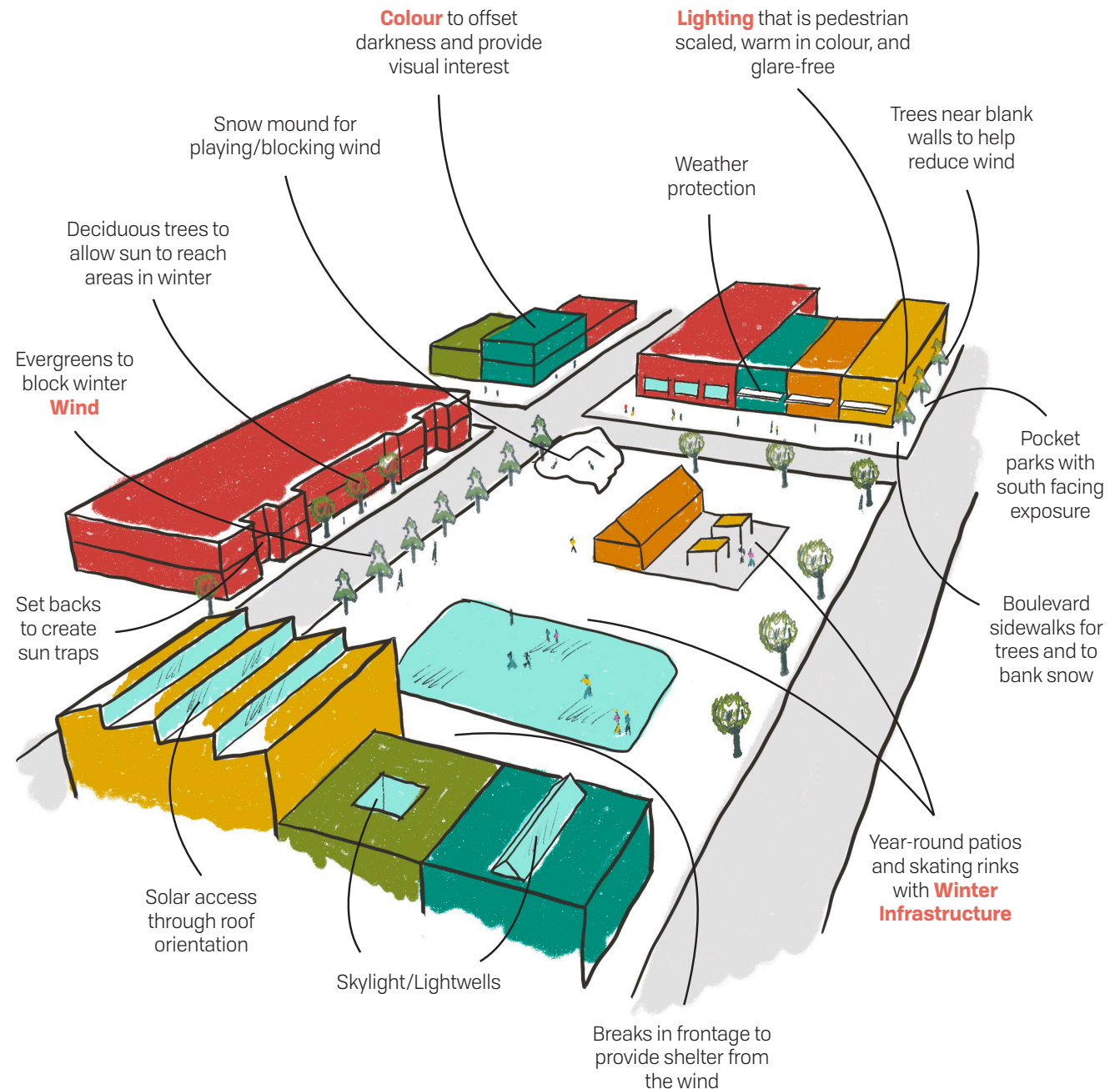


3.5. WINTER DESIGN

By virtue of its location, Mackenzie faces a variety of climatic challenges and opportunities. Winter weather challenges must be explicitly considered in architecture, planning, development policy, and urban design so that the built environments can work to reduce the negative impacts of winter while enhancing livability for year-round residents and visitors alike.

Whether a town is viewed as safe, comfortable, desirable, and aesthetically pleasing can have a significant impact on its ability to attract people, to safeguard economic vitality and to instill civic pride. In winter towns, it is essential to build in a way that provides warmth, especially in outdoor public and semi-public space (e.g., restaurant patios)

The Principles and Guideline of this section are intended to facilitate design excellence that creates a livable Downtown in all seasons and clarifies Mackenzie's vision for future development. More detailed winter design guidelines will be integrated into the Downtown Development Permit Areas.



1. Integrate winter design guidelines and best practices into Downtown DPA Guidelines, including considerations for:
 - a. Colourful buildings and features that provide visual interest.
 - b. Abundant lighting that is pedestrian-scale and warm in colour.
 - c. Tree plantings and landscaping that block winter wind.
 - d. Solar access, including through awnings and overhangs.
 - e. Awnings and overhangs to provide weather protection for pedestrians.
 - f. Winter amenities (e.g., skating rinks, snow mounds, shelters/warming huts).
2. Ensure that the design of all new public spaces consider winter design best practices, such as providing adequate area for snow storage, skating rinks, snow mounds for sledding, warm shelters, wind protection, covered seating, and warm lighting.
3. On private property and in public spaces, ensure landscaping can survive winter and provide visual interest (e.g., colourful and contrasting plantings and distinctive shapes).
4. Design new streets, lanes, and trails with considerations for seasonal conditions, such as adequate snow clearing and snow storage spaces, trees to protect against wind, coloured/textured pavers, and warm lighting.
5. Consider investing in additional/speciality snow removal equipment to better support a pedestrian-oriented downtown.
6. On private property, landscape plans should integrate snow removal and snow storage as well as account for run-off during freeze-thaw cycles.



3.5.3. WINTER DESIGN PRECEDENT GALLERY



Warming huts to provide shelter.



Speciality snow clearing vehicles to keep pathways clear.



Colourful buildings to provide visual interest.



Warm and pedestrian-scale lighting.



Winter activities to bring people together.



4. PUBLIC SPACE

This section provides public and open space network directions and policies that serve to guide future decision-making about the acquisition, location, and design of public spaces in the Plan Area.

The policies of this section seek to create a multi-functional public space network that provides active (e.g., playgrounds, splash park) and passive (e.g., seating areas, green spaces) forms of recreation. The public space network also seeks to meet the needs of residents of all ages and abilities, including providing usable public spaces in the winter.

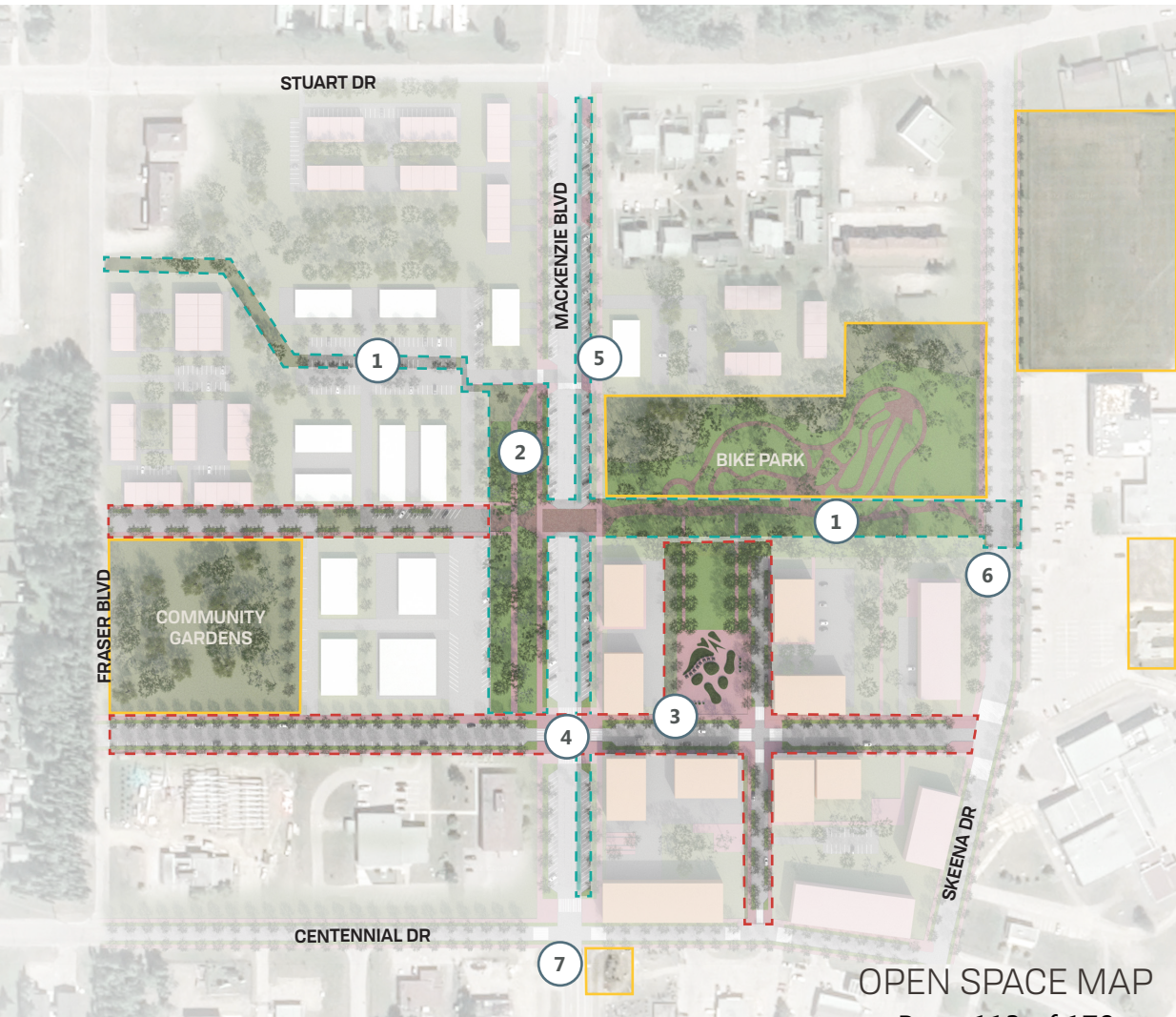


4.1. OPEN SPACE PLAN

This open space network plan shows existing and planned public open spaces, such as parks, pathways/laneways, plazas, and new streets.

Of particular note are the new east-west pedestrian connections from John Dahl Park to residential areas in the west as well as new public spaces in the Plan Area.

Future community engagement and detailed designs are required for all proposed public open spaces and should be informed by the policies and schematic designs in this Plan.



KEY FEATURES

- 1 East-West trail connections through Downtown
- 2 Mackenzie Boulevard Linear Park
- 3 New public plaza/park space with redevelopment
- 4 Enhanced streetscape and beautification
- 5 Multi-use path on Mackenzie Boulevard
- 6 Temporary and incremental improvements over time
- 7 Gateway to the entrance of Downtown

- Existing Open Spaces
- 10-year Vision Open Spaces
- Long-term Vision Open Spaces

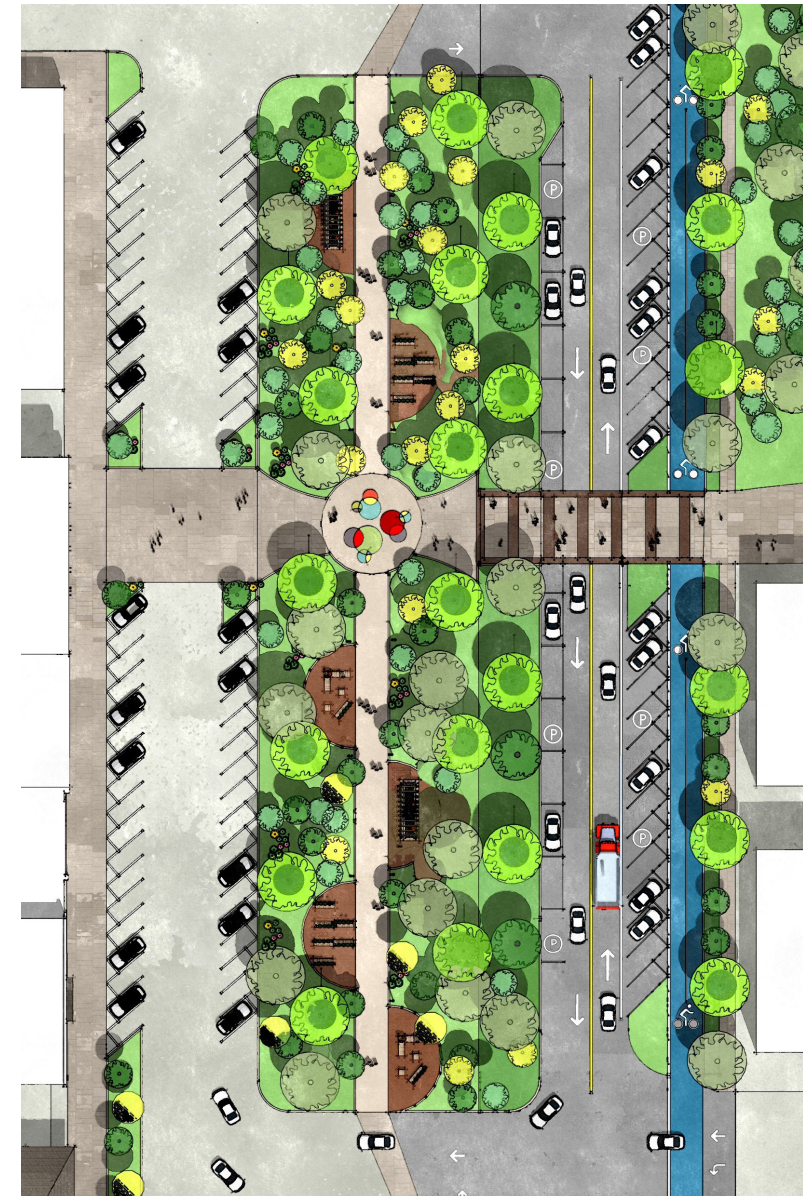
OPEN SPACE MAP
Page 113 of 178

4.2. PUBLIC SPACE CREATION

1. Desired public open spaces are shown on 4.1.1 Open Space Network Plan and will be acquired or legally secured through development application processes in accordance with the policies of this plan.
2. Additional public, semi-private, and privately-owned public spaces, particularly internal courtyards and mid-block connections, will also be secured through the development or land use application process, consistent with the policies of this plan.

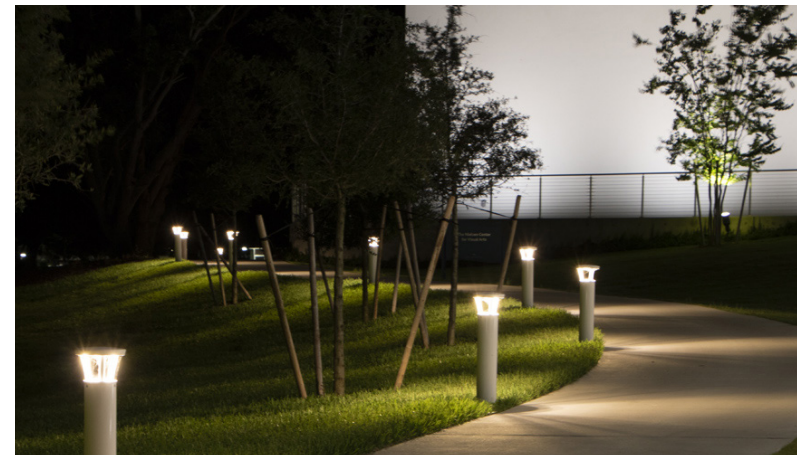
4.3. PUBLIC SPACE DESIGN POLICIES/ GUIDELINES

3. Create a formalized east-west pathway(s) in the Plan Area to connect key destinations such as John Dahl Park, the skatepark/recreation centre/school, Mackenzie Mall/bike park, KL 59 Mall, and the community gardens (as shown in 4.1.1 Network Plan).
4. Create a new public space (e.g., linear park) on the District-owned lot in front of the KL 59 Mall to include green landscaping, gathering spaces, and connecting trails (see concept to the right).
5. Maintain and create views of Morfee Mountain and other key geographical features in public spaces (e.g., parks, streets).
 - a. Consider working with BC Hydro to underground infrastructure in the Downtown area in order to enhance the views of Morfee Mountain and surrounding natural landscape.
6. Seek the acquisition and creation of new public spaces through the redevelopment of large sites in Plan Area.
7. The District will undertake a dedicated park design and community engagement process for new Downtown parks and plazas.



Linear public space concept adjacent to the KL 59 Mall.

8. In general, new parks and open spaces will be multi-functional, including passive and active recreational opportunities, and be diverse in character (e.g., some more natural, some more programmed), consistent with the needs of the community.
9. Parks and public open spaces will be located and designed to maximize sunlight access and minimize the impact of prevailing winds.
10. The open space network will seek to incorporate best practices in universal accessibility and seek to serve all ages and abilities by including recreational amenities for children, youth, seniors, and persons with mobility challenges, such as play areas, water features and water play elements, ice skating/winter activities, accessible pathways, and seating areas.
11. All parks will support wildlife habitat, landscape-based stormwater management, and urban forest strategies by incorporating related best management practices and placing a high priority on ecological integrity in landscaping and vegetation management.
12. The District will improve access and create a more safe and convenient walking and cycling experience to existing public open spaces through the addition of pedestrian crossings and other improvements (e.g., additional landscaping, seating, bike racks, lighting and wayfinding signage).
13. Seek opportunities to use interpretive signage in parks and open spaces for educational opportunities and connecting people to the history and natural ecology of the community.
14. Parks will be developed with consideration for Crime Prevention Through Environmental Design (CPTED) principles (e.g., not having tall shrubs/ bushes that create areas for unsafe activities, regular maintenance, lighting, demarcation of area, signage).
15. Provide pedestrian-scaled lighting and focus illumination toward the ground to reduce light pollution.



Lighting in Parks and along pathways help prevent crime and reduce accidents for pedestrians.



5. SUSTAINABILITY + CLIMATE ACTION

Sustainability and climate action in the District are primarily guided by the Mackenzie OCP. This section provides further strategies and policies specific to the Downtown, including directions for the urban forest, stormwater management, and landscape elements.

5.1. URBAN FOREST STRATEGIES

The District shall seek to enhance the urban forest and tree canopy coverage in the Plan Area by considering the strategies outlined in this subsection.

The “urban forest” refers to all the trees and associated landscape elements (e.g., shrubs, soil) in an urban area, including trees in yards, along streets, and in parks and protected areas.

Urban forests provide numerous benefits, including:

- Mitigating the heat island effect by reducing temperatures through shading and evapotranspiration
- Reducing stormwater run-off by absorbing and filtering stormwater
- Calming traffic and reducing driver speeds when properly incorporated along streets
- Improving air quality and reducing noise
- Improving scenic quality and establishing a sense of place
- Increasing property values and thus increasing municipal tax revenue



Minimum Soil Volumes

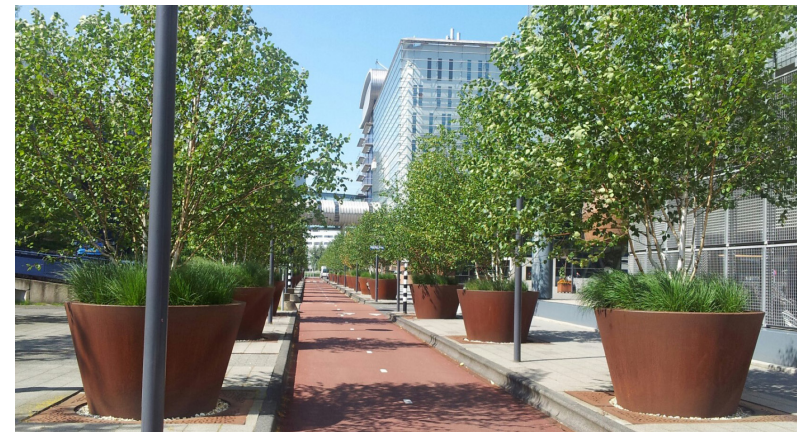
1. Proposed trees must have access to the following minimum soil volumes:
 - a. Large-canopied trees: 15m³
 - b. Medium-canopied trees: 12m³
 - c. Small-canopied trees: 8m³

Climate-Sensitive Strategies

2. A combination of deciduous and conifer trees may be utilized in streetscapes and public spaces.
3. Strategic clustering of deciduous trees should be utilized in key locations to provide shade in the summer months (e.g., plazas, sidewalk seating areas, and adjacent to high-traffic destinations).
4. Strategic planting of conifers in dense clusters/rows should be utilized to create wind-breaks in parks and other public spaces.
5. The District may consider the development of an Urban Forest Strategy to provide more detailed urban forest policies and actions.

Streets: Boulevards/Buffer Areas With Trees

6. Require new developments to install street trees along their frontages in accordance with this Plan and all relevant bylaws.
7. Select large full-canopied trees where practical and in consideration of growing conditions, while integrating conifers and other hardy, climate-adaptive species.
8. Trees in movable planters may be utilized on downtown streets to support tree health and facilitate snow removal in winter.
9. Space trees as follows:
 - a. Large-canopied trees: 10-14m apart
 - b. Medium-canopied trees: 8-12m apart
 - c. Small-canopied trees: 6-8m apart



10. Install min. 600mm depth of soil in boulevards, and show that proposed trees will have access to minimum soil volumes as outlined in this Plan and all relevant bylaws.
11. Minimum boulevard width is to be 1.5m (1.8m preferred) to allow for planting of boulevard trees.

Parks/Pathways: Trees in Public Open Spaces

12. Prioritize District budgets to plant and maintain trees in public spaces.
13. Plant large full-canopied trees where possible, while integrating conifers and other hardy, climate-adaptive species in strategic locations (e.g., as landscape buffers or wind-breaks).
14. Minimize impervious surfaces and provide a minimum of 20% of the public open space area in soft landscaping with deep soils.
15. Proposed trees will have access to minimum soil volumes as outlined in this Plan and all relevant bylaws.

Private land: Trees and Landscaping

16. Create an on-site tree density target policy for all new private development
 - a. Seek a target of 50 trees per hectare in lieu of a relevant policy.
17. Proposed trees will have access to minimum soil volumes as outlined in this report and all relevant bylaws.
18. Install large-canopied trees where possible and in consideration of growing conditions, while integrating conifers and other hardy, climate-adaptive species.
19. Where planting is not feasible, require payment in-lieu for tree density development targets.
20. Prioritize landscaping treatments that allow tree planting in soft landscaping or rain gardens.



5.2. STORMWATER MANAGEMENT

This section includes policies and strategies consistent with the principles of integrated stormwater management, which seeks to enhance the infiltration, retention, and filtration of rainwater as it falls on and travels across the urban/suburban landscape.

What is Integrated Stormwater Management?

As we increase the amount of impervious surface (e.g., pavement, roofs) in our communities, we increase the amount of stormwater runoff, decrease the recharge of groundwater, and increase the pollutants carried into the natural environment. The traditional approach to dealing with stormwater – piping it as quickly as possible to natural watercourses or ocean – leads to negative impacts, such as:

- Erosion and flooding
- Toxic pollution in watercourses
- Ecological damage and habitat loss
- Expensive drainage sewer upgrades and maintenance
- Insufficient groundwater supply for environmental and human needs

By contrast, Integrated Stormwater Management seeks to:

- Reduce runoff volume and demand on infrastructure
- Reduce flooding and erosion risks
- Increase soil infiltration and groundwater recharge
- Capture pollutants and reduce discharges of polluted water

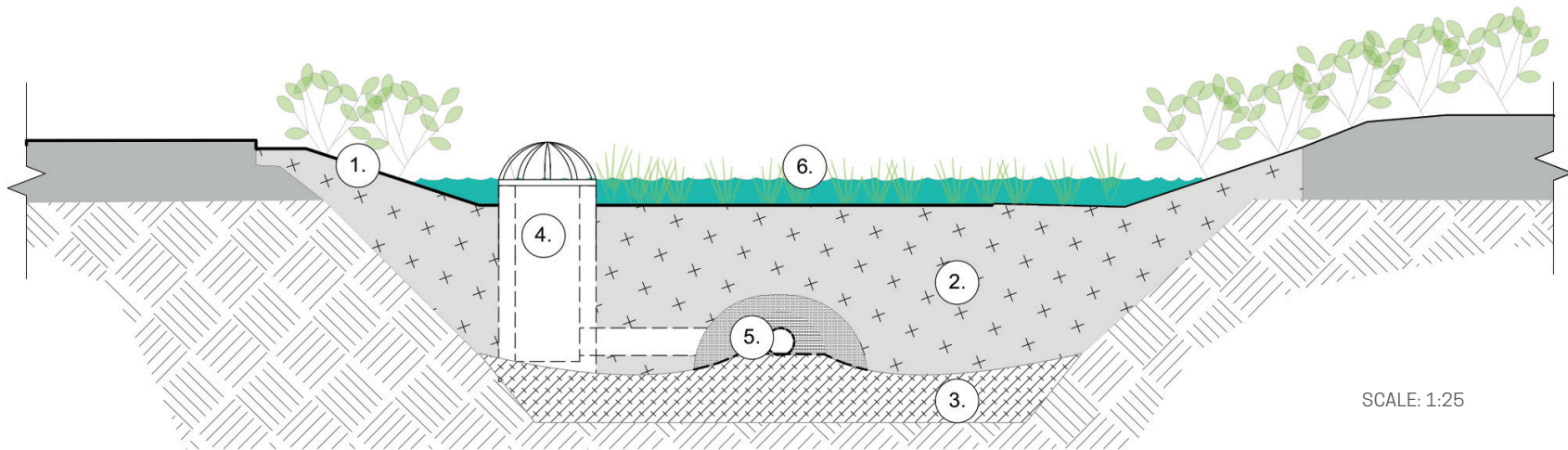
Communities that utilize multifunctional green stormwater infrastructure –such as green roofs, bioswales, rain gardens, permeable surfacing, engineered wetlands and detention ponds– receive a number of benefits, including:

- Beautification of the urban environment
- Increased groundwater quality
- Decreased piped infrastructure costs and demands
- Mitigation of urban heat island effects
- Creation of urban habitat



5.2.1. STREET: RAIN GARDENS IN BOULEVARDS AND BUMPOUTS

1. Require new development to install rain gardens along their frontages in accordance with this Plan and all relevant bylaws.
2. Rain gardens should be designed by an appropriately qualified professional and, as a general guideline, should make up approximately 5% of the catchment area, if designed with a minimum 600mm growing medium depth, high growing medium infiltration rates and minimum 150mm flood depth.
3. Integrate with urban forest goals by including street trees in rain gardens where practical.
4. Prioritize municipal budgets to maintain boulevard rain gardens.
5. Design rain gardens with an underdrain and overflow drain sized to convey large storm events.



SCHEMATIC RAIN GARDEN

- | | | |
|--------------------------------------|---------------------------------|--|
| 1. ORGANIC MULCH | 2. BIO-RETENTION GROWING MEDIUM | 3. SCARIFIED SUBSOIL |
| 4. OVERFLOW DRAIN WITH BEEHIVE GRATE | 5. PERFORATED UNDERDRAIN | 6. PLANTINGS THROUGHOUT RAIN GARDEN (INCLUDING BOTTOM) |

5.2.2 PARK/PATHWAYS: INTEGRATE GREEN LANDSCAPED AREAS

1. Maximize the use of soft landscaping areas with deep soils as absorbent landscape.
2. Direct runoff from pathways and small paved surfaces to absorbent landscapes. A general guideline for success is that absorbent landscape should make up at least 25% of the catchment area, and should have a minimum of 450mm depth of good quality growing medium.
3. Use permeable paving or soil cells when hardscape is installed over more than 75% of the site.

5.2.3. PRIVATE LAND: RAIN GARDENS, PERMEABLE PAVING, AND SOIL CELLS

1. Minimize impervious surfaces.
2. Favour the use of rain gardens to meet stormwater objectives. A general guideline for success is that rain gardens should make up approximately 5% of the catchment area.
3. Use permeable paving where rain gardens are not possible (or use in combination with the above, where appropriate). A general rule of thumb is that soil cells should make up approximately 20% of the catchment area.



5.3. LANDSCAPE GALLERY

The following gallery provides indicative landscape planting directions for use on public and private land in Mackenzie. While the following do not represent all applicable plantings for winter conditions in Northern BC, it's important to consider native and adaptive non-native species whenever possible, and avoid any invasive species.

Plants with Distinctive Shapes

When covered with snow, these plants have a strong shape and act as a sculptural backdrop to the winter landscape. Some plantings include:

- Ornamental grasses
- Degroot's Spire Arborvitae
- Dwarf Alberta Spruce
- Mops Mugo Pine
- Skyrocket Juniper
- Globe Blue Spruce

Plants with Evergreen Foliage

The foliage colour of an evergreen plant contrasts with the gray skies and snowy backdrops of winter. Some plantings include:

- Emerald 'n' Gold Euonymus
- Ames Chinese Juniper
- Rhododendrons
- Blue Princess Meserve Holly
- Gentsch White Eastern Hemlock



Ornamental grass (Maiden Grass)



Skyrocket Juniper



Rhododendrons



Emerald 'n' Gold Euonymus



Gentsch White Eastern Hemlock



Dwarf Alberta Spruce

Plants with Coloured Bark or Stems

Plants that have coloured bark or stems make an excellent winter display, and even in harsh conditions. Some plantings include:

- White Birch
- Red-Twig Dogwood
- Yellow-Twig Dogwood
- Coral Bark Japanese Maple
- Japanese Rose (Kerria japonica)
- Snakebark Maple

Shrubs and Trees with Berries

Berrying shrubs and trees add colour during the coldest times of the year. Some plantings include:

- Crabapple
- American Highbush Cranberry
- Hawthorn
- American Holly
- Autumn Magic Chokeberry

Edible Plants & Food Production

Urban gardening and food production contribute to health and well-being, connection to nature, and environmental education. Some plantings include:

- Saskatoon Berries
- Blueberries
- Raspberries
- Blackberry
- Fruite Bearing Trees (e.g., apple, plum, pear)



White Birch



Yellow-Twig Dogwood



Coral Bark Japanese Maple



Autumn Magic Chokeberry



Saskatoon Berry



6. TRANSPORTATION + MOBILITY

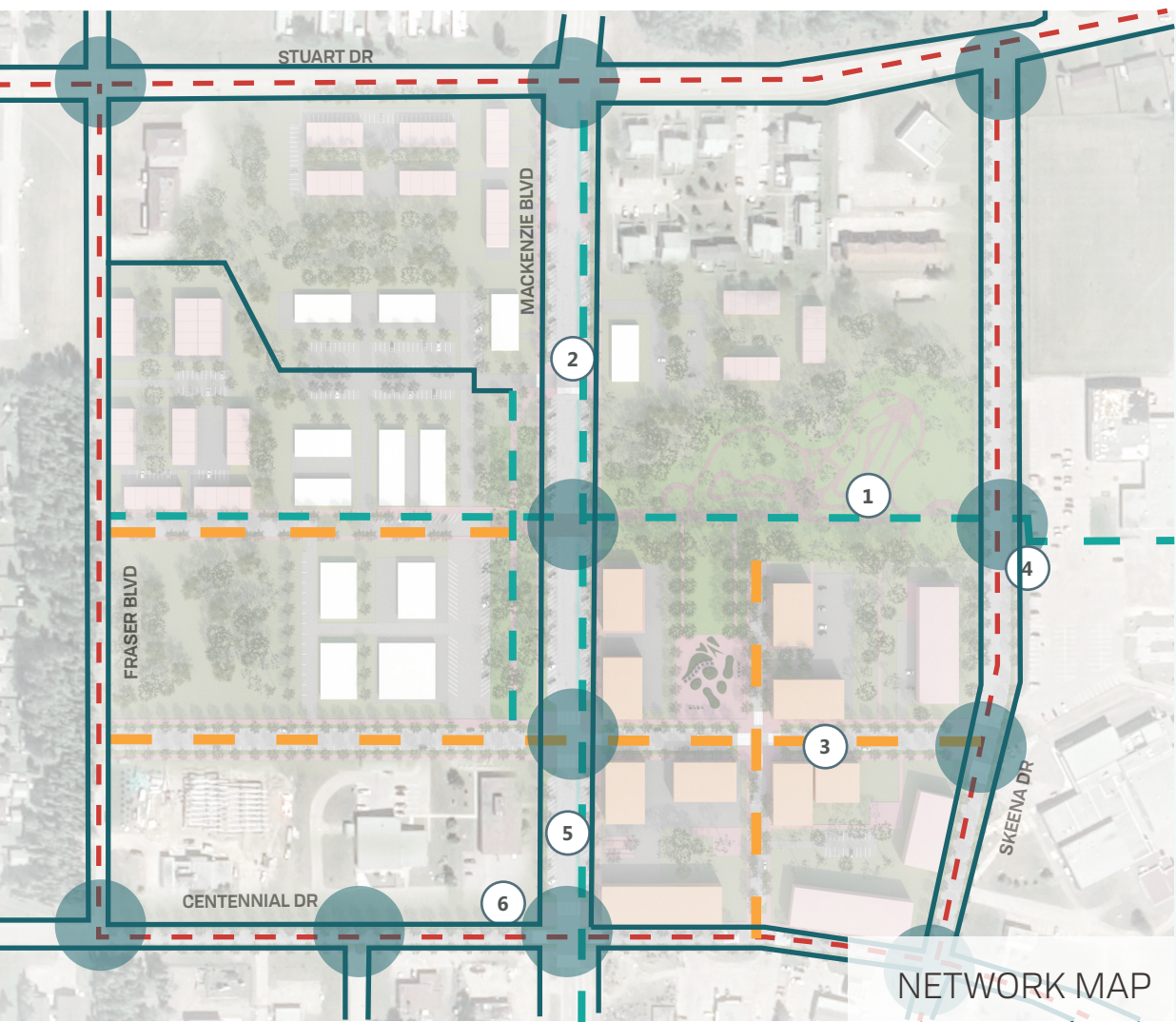
This chapter provides transportation network directions and policies that serve to guide future decision-making about streetscape design and transportation network acquisition and improvements in Downtown Mackenzie.

The policies of this chapter seek to create a highly walkable and active mobility-friendly transportation network that focuses on pedestrian and cyclist comfort, safety, and connectivity. This is achieved by designing traffic calmed streets, and integrating a fine-grain street network with a network of trails and greenways.



6.1. NETWORK PLAN

The Transportation Network Plan shows the proposed future transportation and mobility network for the Plan Area.



NETWORK MAP
Page 127 of 178

KEY FEATURES

- 1 East-West trail connections through Downtown
- 2 Multi-use Path/Separated Bike Lane on Mackenzie Boulevard
- 3 New pedestrian-friendly streets with redevelopment
- 4 New or improved sidewalks, crosswalks, and other streetscape improvements (e.g., benches, landscaping)
- 5 Mackenzie Boulevard redeveloped as a pedestrian-friendly main street between Centennial and Stuart
- 6 Temporary and incremental improvements over time

- Sidewalk / Pedestrian Path
- Multi-use Pathway
- Pedestrian Crossings
- Bikeway (e.g., bike lane, sharrows)
- Potential New Street Connection

6.2. TRANSPORTATION POLICIES

This section provides directions for future transportation, streetscape, and frontage improvements in the Plan Area. Detailed street-sections (i.e., design drawings) are not presented in the DVAP as they require further community engagement, detailed design and engineering, and other considerations (e.g., budget) at the time of implementation. However, detailed designs and resulting works should be consistent with the policies of the DVAP.

6.2.1 GENERAL POLICIES

1. Develop detailed streetscape designs consistent with the principles and policies of this Plan, with a general emphasis on redistributing space from vehicular/underutilized space to pedestrian/cycling infrastructure and green space/landscaping.
 - a. Ensure that any future streetscape designs are developed with community input and incorporate winter design best practices, including flexibility across the seasons (e.g., wide boulevard strip becomes a snow storage area).
2. Consider establishing a program of short-term, temporary streetscape and intersection upgrades utilizing low-cost improvements, such as paint, temporary bollards, and moveable planters. Particular consideration will be given to interim bike lanes and intersection improvements (e.g., crosswalks, curb extensions).
3. New sidewalk and intersection designs will meet accessibility standards and support the creation of a highly integrated network of sidewalks, bike routes, and trails.
4. Consider investing in additional snow removal equipment to better support a pedestrian-oriented downtown.
5. Engage with the Ministry of Transportation on the future of Mackenzie Boulevard, with the general aim of creating a 2-lane, pedestrian-friendly 'main street' between Centennial and Stuart.
6. Any future transit stops will be universally-accessible and safe, with a focus on sidewalk connections, grading, lighting, seating, and weather protection.



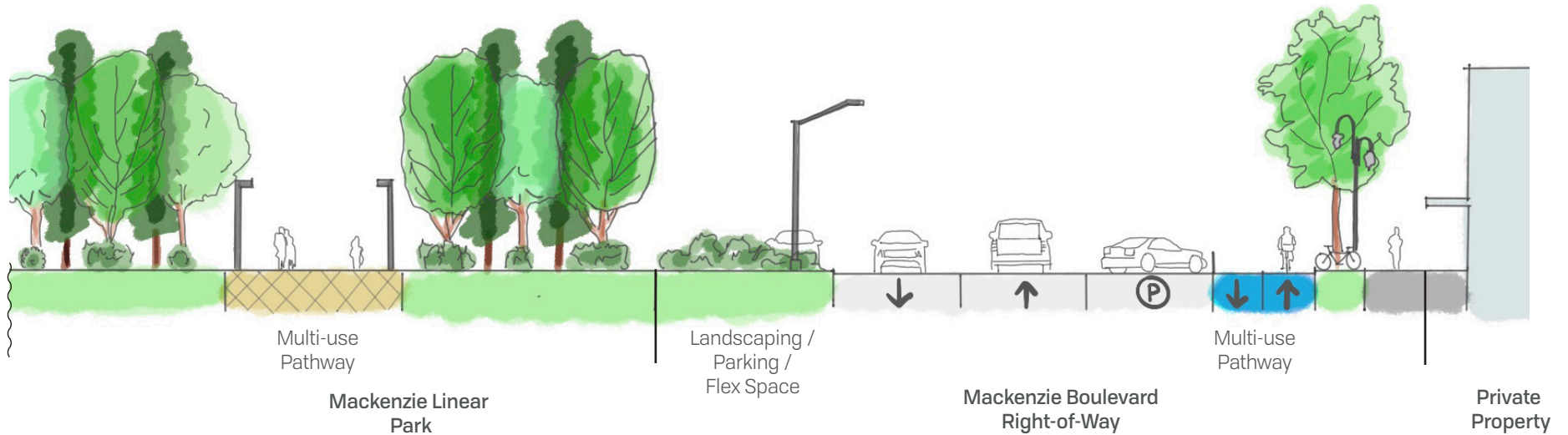
7. Over time, work to address community concerns and enhance intersection design and entrances/exits to the Mall sites on both sides of Mackenzie Boulevard.
8. Provide decorative, pedestrian-scaled lighting.
 - a. Focus illumination towards the ground to reduce light pollution.
 - b. Use fully shielded fixtures to eliminate glare.
9. Include electrical outlets in tree wells and/or on-street lamp posts to allow for additional seasonal feature lighting, such as tree wrapping.

Streetscapes

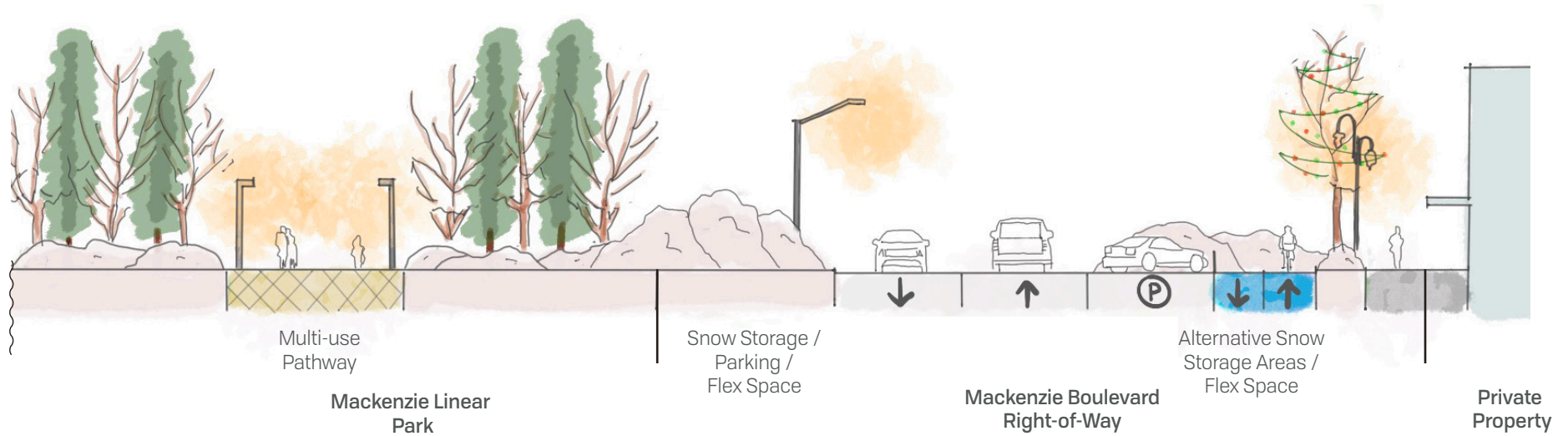
10. Assess and revitalize pedestrian infrastructure (e.g., sidewalks, pathway lighting, benches, street trees, landscaping) and explore alternative hardscape material for existing sidewalks and trails (e.g., concrete, permeable pavers).
11. Seek ways to better utilize the wide rights of way (e.g., green landscaping, bike lanes, seasonal flex spaces) of Skeena Drive and Centennial Drive.
12. Seek to reduce vehicular speeds throughout the Plan Area by using traffic calming measures and lowering the design speed of village streets.
 - a. Potential traffic calming measures include narrower vehicular travel lanes, on-street parking, curb extensions, chicanes, and street trees.
13. Streetscape designs will incorporate consideration for snow removal and snow storage areas.
 - a. Ensure adequate space for snow removal in future street designs, including seasonal flexibility within streetscape zones (e.g., parking lane and snow storage).
 - b. Balance the need for local snow storage with other considerations, such as walkability, aesthetics, and parking.
 - c. In general, plan for more, smaller snow storage areas with solar access.



MACKENZIE BOULEVARD CONCEPTUAL CROSS-SECTION IN SUMMER



MACKENZIE BOULEVARD CONCEPTUAL CROSS-SECTION IN WINTER



Active Transportation

14. The District will undertake an Active Transportation Study.
15. Seek opportunities to reduce the travel lane widths and improve pedestrian/ cycling conditions on Mackenzie Boulevard, Skeena Drive, and Centennial Drive including temporary/ seasonal interventions.
16. Design and develop pedestrian infrastructure to consider the needs of those with limited mobility.
 - a. Surfacing materials, clear through zones, curb drops and ramps, and other design considerations will be used to ensure safety and comfort for all sidewalk users, including wheelchairs, walkers, and strollers.
17. Multi-use paths will be developed as indicated in the Network Plan (e.g., North to South and East to West).
18. Provide cycling infrastructure that is comfortable and safe for all ages and abilities by:
 - a. Developing bicycle facilities with separation from vehicle traffic (to reduce user conflicts), such as buffered bike lanes, protected bike lanes, and multi-use trails
 - b. Adopting bicycle route signage to provide clear identification for all roadway users of where higher concentrations of cyclists are welcomed and expected.
 - c. Applying intersection treatments – such as signalization with bicycle detection and pavement markings – to raise awareness of potential conflicts with vehicles and to maximize cyclist comfort and safety.
19. Ensure the removal of snow and other debris on active travel routes including sidewalks and multi-use paths.
20. Actively work with key partners, including MOTI, local First Nations, in the development of an Active Transportation Plan and related initiatives.



Off-Street Parking

21. The District may undertake a Parking Study to determine adequate supply of parking in the Plan Area, including on- and off-street parking.
22. Work with developers to identify transportation demand management (TDM) measures for new developments to further reduce the need for private off-street parking.
23. Electric Vehicle charging will be accommodated according to the following criteria or as required by District Bylaw:
 - a. One on-site parking space per new single-family, duplex, or townhouse unit should feature an energized outlet capable of providing Level 2 charging (e.g., 240 volt charging) or higher to the stall.
 - b. 100% of residential parking stalls in all new multifamily residential buildings should feature an energized outlet capable of providing Level 2 charging (e.g., 240 volt charging) or higher to the stall. None required for visitor parking.
 - c. 5% of parking stalls in all new retail, mixed-use, and commercial buildings greater than 1,000m² should feature an energized outlet capable of providing Level 2 charging (240 volt charging) or higher to the stall.

Private Property

24. Work with property owners (e.g., Mackenzie Mall, KL 59 Mall) to improve and maintain pedestrian safety and comfort on private land in the Plan Area by, for example, painting and maintaining internal crosswalks.





7. PLACEMAKING + CULTURE

This section provides policies that seek to address issues of placemaking, aesthetics, arts, character, and culture in the Plan Area.

7.1. PLACEMAKING + CULTURE POLICIES

1. The District may add opportunities for murals and other public art to existing programs (e.g., Business Facade Improvement Program).
2. Seek to establish additional community events, activities, and programming in all seasons using existing and future public spaces such as the recreation centre, community centre, parks, and other public spaces.
3. Enhance the Tree Crusher site as a gateway to Downtown Mackenzie with additional public amenities (e.g., seating, covered gathering spaces, washroom facilities) and consider seasonal programming opportunities.
4. Consider establishing one or more additional gateways to Downtown Mackenzie, such as at the corner of Mackenzie Boulevard and Centennial Drive and Mackenzie Boulevard and Centennial Drive. Gateways may include landscaped corner bulb outs, ornamental lighting, gateway or wayfinding signage, banners, public art, or other elements.



5. Landscape and architectural design will have a cohesive and complementary character that speaks to the past, present, and future of Mackenzie, including strong consideration for the use of stone and wood in the design of buildings and public spaces.
6. Consider authentic and historically-relevant names for new streets and public spaces.
7. Support the development of interpretive signage and interactive public art that reinforces Mackenzie's history.
8. Recognition of local First Nations' history, culture, and language in architectural, public space, and landscape design and naming will be considered through engagement with local First Nations.
9. Public art will be integrated into the streetscape of mixed-use areas and key public spaces.
10. Support the inclusion of arts-based spaces and organizations (e.g., galleries, studios, incubation spaces, non-profits) in the Downtown.
11. Support creative uses of gathering spaces and underutilized/empty buildings and lots.
12. Provide decorative, pedestrian-scaled lighting in public spaces, such as Christmas lights on-street trees and trees in public spaces.
13. Provide well-lit focal points and landmarks that can aid in orientation and help people find their way.
14. Reduce street lighting where possible to compensate for, and emphasize, seasonal feature lighting. Consider controls to dim or turn off decorative and seasonal lighting during off-peak times.





8. ACTION PLAN

8.1. SHORT-TERM ACTION PLAN

ACTION	DESCRIPTION	POLICY	ROLES
Review the Mackenzie Boulevard Setback requirement and consider amendments.	Consider amending the Zoning Bylaw to reduce the setback requirement of 13.7 metres from the Mackenzie Boulevard right-of-way in the Downtown Core in order to be consistent with the policies and objectives of this plan.	3.3. (2)	District
Engage with the Province on future of lot on corner of Mackenzie Boulevard and Stuart Drive	Engage with the Province on the status and Plans for the site on the corner of Mackenzie Boulevard and Stuart Drive and consider redevelopment options and opportunities.	3.3. (5)	District, Province
Develop an Urban Forest Strategy	Develop an Urban Forest Strategy to maintain and enhance tree canopy cover in the Downtown Core	5.1. (5)	District
Establish a short-term/temporary streetscape improvements	The District will consider establishing a program of short-term, temporary streetscape and intersection upgrades utilizing low-cost improvements, such as paint, temporary bollards, and moveable planters. Particular consideration will be given to interim bike lanes and intersection improvements (e.g., crosswalks, curb extensions).	6.3.1. (2)	District
Engage with the Ministry of Transportation on the future of Mackenzie Boulevard	The District will engage with the Ministry of Transportation on the future of Mackenzie Boulevard, with the general aim of creating a 2- lane, pedestrian-friendly 'main street' between Centennial and Stuart.	6.3.1. (4)	District, Province

ACTION	DESCRIPTION	POLICY	ROLES
Assess and revitalize pedestrian infrastructure	The District will assess and revitalize pedestrian infrastructure (e.g., sidewalks, pathway lighting, benches, street trees, landscaping) and explore alternative hardscape material (e.g., concrete, permeable pavers).	6.3.1. (7)	District
Undertake an Active Transportation Plan	The District will undertake an Active Transportation Plan to prioritize active transportation infrastructure in the District.	6.3.1. (12)	District
Create opportunities for murals and public art	Add opportunities for murals and other public art to existing programs (e.g., Business Facade Improvement Program)	7.1. (1)	District
Create opportunities for events, activities and programs in all seasons	Seek events, activities, and programming in all seasons using existing and future public spaces such as the recreation centre, parks, and other public spaces.	7.1. (2)	District
Engage with BC Hydro / MOTI on burying Hydro Infrastructure	Consider working with BC Hydro to underground infrastructure in the Downtown area in order to enhance the views of Morfee Mountain and surrounding natural landscape.	4.3. (5.a)	District

8.2. MEDIUM-TERM ACTION PLAN

ACTION	DESCRIPTION	POLICY	ROLES
Create a Community Amenity Contributions Policy	The District shall create a Community Amenity Contributions policy, to negotiate with applications and the development application stage (e.g., rezoning)	3.1.2. (5)	District
Create a pedestrian-oriented Downtown Core	Facilitate the development of a pedestrian-oriented Downtown Core (e.g., sidewalks, on-street parking, street trees, pedestrian-level lighting, corner bulb outs, street furniture) on Mackenzie Boulevard, Skeena Drive, Centennial Drive, and new streets created through redevelopment.	3.3. (2)	District
Create a formalized east-west pathway through the Plan Area	Create a formalized east-west pathway(s) in the Plan Area to connect key destinations such as John Dahl Park, the skatepark/recreation centre/school, Mackenzie Mall/bike park, KL 59 Mall, and the community gardens.	4.2. (1)	District
Create a new public space in the Plan Area	Create a new public space on the District owned lot in front of the KL 59 Mall to include green landscaping, gathering spaces, and connecting trails.	4.2. (2)	District
Bury Hydro infrastructure adjacent to Mackenzie Boulevard between Centennial Drive and Stuart Drive	Bury Hydro infrastructure adjacent to Mackenzie Blvd between Centennial Drive and Stuart Drive.	4.3. (5.a)	District BC Hydro
Develop detailed streetscape designs for the Plan Area	The District will develop detailed streetscape designs consistent with the principles and policies of this Plan, with a general emphasis on redistributing space from vehicular/ underutilized space to green space and pedestrian/cycling infrastructure.	6.3.1. (1)	District

8.3. LONG-TERM ACTION PLAN

ACTION	DESCRIPTION	POLICY	ROLES
Remove Provincial highway status to Mackenzie Boulevard	Remove Provincial Highway status to Mackenzie Boulevard, between Centennial Drive and Stuart Drive to facilitate the development of a walkable “main street”.	6.3.1. (4)	District, Province
Utilize the wide rights of way on Skeena and Centennial Drive	Seek ways to better utilize the wide rights of way (e.g., green landscaping, bike lanes) of Skeena Drive and Centennial Drive.	6.3.1. (11)	District
Facilitate the redevelopment of key sites	Facilitate the redevelopment of key sites and the creation of active Downtown streetscapes and a vibrant Downtown village.	3.3. (3)	District, Applicants
Facilitate the development of a pedestrian-oriented Downtown Core.	Continue to facilitate the development of a pedestrian-oriented Downtown Core with a focus on the built structures such as 2-3 story buildings.	6.3.1. (12)	District, Applicants



DOWNTOWN VISION & ACTION PLAN

DISTRICT OF MACKENZIE | MARCH 2023

COUNCIL REPORT

To: Mayor and Council

From: Finance

Date: April 4, 2023

Subject: Financial Plan Objectives and Policies

RECOMMENDATION:

THAT Council approves in principle the outlined objectives and policies to be included in the 2023 – 2027 Financial Plan Bylaw.

BACKGROUND:

Under Section 165(3.1) of the *Community Charter*, when preparing a financial plan, local governments must set out the objectives and policies of the municipality for the planning period in relation to the following:

- (a) for each of the **funding sources** described in subsection (7)*, the proportion of total revenue that is proposed to come from that funding source;
- (b) the **distribution of property value taxes** among the property classes that may be subject to the taxes; and
- (c) the **use of permissive tax exemptions**.

* The five funding sources in subsection (7) are:

- revenue from property value taxes;
- revenue from parcel taxes;
- revenue from fees;
- revenue from other sources;
- proceeds from borrowing, other than borrowing under section 177 [revenue anticipation borrowing].

All municipalities are required to develop and publicly disclose their objectives and policies in relation to their municipal taxes. The objectives and policies that will be included in the 2023-2027 Financial Plan Bylaw are shown on the following pages for Council's review before they are brought forward to the April 24, 2023 Council meeting.

The values or percentages noted below have been taken from the 2023 provisional budget. When the 2023-2027 Financial Plan Bylaw is brought forward for first three readings it will include the 2023 final budget values, which will include the Council resolution to reflect the residential tax rate of 8.00%.

2023-2027 Proposed Financial Objectives and Policies

PURPOSE:

These revenue and tax policy disclosure requirements are intended to further enhance municipal accountability to the public by requiring all municipalities to develop and publicly disclose their objectives and policies in relation to their municipal taxes.

1. PROPORTION OF REVENUE

Proportion of Revenue that is generated by Property Taxes

- 7(a) The District's property tax revenue includes a Municipal Tax increase of 6.47% in total. The increase percentage varies per property classes as follows:

1 – Residential	6.04%
2 – Utilities	2.00%
4 – Major Industry	4.50%
5 – Minor Industry	5.50%
6 – Business and Other	25.32%
8 – Recreation, Non-Profit	6.00%

For future years, any changes in tax rates will be determined during the budget process.

Other Revenue Sources Described in Section 165(7) of the *Community Charter*:

- 7(b) **Revenue from fees** – Sales of service and utility user fees for all municipal services (excluding Recreation and Culture) will continue to be set to recover the costs associated with providing these services.

Sales and Service (Recreation and Culture) – This area recovers approximately 10% of the expenses incurred to operate the facilities. The District will endeavor to raise rates annually by a reasonable percentage to ensure recovery is at least at 10% - 15% of expenses annually.

Licences and Permits – The fees recover approximately 25% of the costs of the Building Department and Animal Control/Bylaw Enforcement Departments.

Revenue from other sources (Grants) – The majority of these revenue sources are established by legislation or are dependent on Crown Corporations or utility revenues. Future budgeting will correspond with any changes to these funds from year to year. For any grants that require the District to apply, both for operational and capital budget, this will remain a priority.

Other Revenue – For tax penalties, the recovery is set by legislation. For the return on investments the District will continue with short and long-term investments held in the Municipal Finance Authority and other investments authorized by Section 183 of the *Community Charter*.

Rentals and lease rates were initially set in 1993 and since the inception rates have been increased by the annual Consumer Price Index (CPI). This policy will be continued as this is incorporated into the District's long-term leases.

- 7(d) Water and Sewer rates will be reviewed annually and set to effectively account for and manage the life cycle of water and sewer capital assets.

2. DISTRIBUTION OF TAXES AMONG PROPERTY CLASSES

In 2023, the District's proportion of taxes is as follows:

CLASS	DESCRIPTION	TOTAL % OF TAXES
1	Residential	34%
2	Utility	16%
4	Major Industry	35%
5	Light Industry	5%
6	Business and Other	10%
8	Recreation and Non-profit Organization	0%

As the District annually monitors its rates by property class the District will, subject to decreases or increases by property class due to new construction or changes in assessment classes, maintain the range of property taxes collected by class as:

CLASS	DESCRIPTION	TOTAL % OF TAXES
1	Residential	30% - 40%
2	Utility	10% - 20%
4	Major Industry	30% - 40%
5	Light Industry	5% - 10%
6	Business and Other	5% - 10%
8	Recreation and Non-profit Organization	0% - 5%

USE OF PERMISSIVE TAX EXEMPTIONS

Permissive tax exemptions enable municipalities to provide tax breaks to meet the social, economic, environmental, or other needs of the community.

In 2016, the District of Mackenzie adopted a "Revitalization Tax Exemption Bylaw No. 1353, 2016" which includes specific tax exemption incentives for construction of new or existing buildings for all lots in the District, in the following eligible classes; Utility, Major Industry, Light Industry and Business and Other.

An amendment to the bylaw was adopted in September 2022 to amend the eligibility non-market change value to new construction or renovation of existing buildings that result in non-market change to the value of the lot within the District from \$500,000 to \$150,000 in an effort to increase program participation.

The exemption provided under this Bylaw is as follows:

- 100% exemption in the first year of Municipal Property Tax for the Non-Market Change in assessment of land and improvements.
- 50% exemption in the second year of Municipal Property Tax for the Non-Market Change in assessment of land and improvements.
- 25% exemption in the third year of Municipal Property Tax for the Non-Market Change in assessment of land and improvements.
- There will be no exemption on Municipal Property Tax for the Non-Market Change in assessment of land and improvements in the fourth and succeeding years.

COUNCIL PRIORITIES:

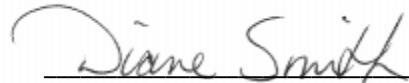
Strong Governance and Finances

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

Respectfully Submitted,



Kerri Borne
Chief Financial Officer



Approved for Submission to Council

COUNCIL REPORT

To: Mayor and Council

From: Finance

Date: April 4, 2023

Subject: Investment Portfolio

RECOMMENDATION:

THAT Council receives this report for information.

BACKGROUND:

Council Policy 3.13 Investment, was created for the purpose of documenting a governance framework for the prudent management of the District of Mackenzie's investment portfolio "Fund" within an acceptable investment risk tolerance level. It is the policy of the District to invest public funds in a manner that will provide the optimal blend of investment returns and principal protection while meeting the daily cash flow and liquidity demands of the District and complying with statutory requirements of the *Community Charter*. It is the responsibility of the Chief Financial Officer to provide a report to Council on the performance of the portfolio. Attachment A provides the breakdown of the investment portfolio per funds invested.

COUNCIL PRIORITIES:

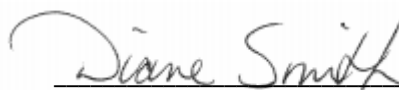
Strong Governance and Finances

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

Respectfully Submitted,



Kerri Borne
Chief Financial Officer



Approved for Submission to Council

List of Investment Portfolio, per funds invested, as of March 31, 2023

Provider	Due Date	Interest % p.a.	Invested as of Feb 28, 2023	Funds Invested
Canaccord Genuity Wealth Management - Coast Capital Savings 1 yr fixed	August 3, 2023	5.05%	2,000,000	Reserve Funds
Raymond James - CONCENTRA GIC 2 yr fixed - DUKA GIC 1 yr cashable 30 days	Nov 14, 2023 Feb 28, 2023	1.85% 4.90%	1,000,000 1,024,633	Reserve Funds Reserve Funds
Royal Bank of Canada - High Interest Premium		3.38%	255,825	General Funds
National Bank Financial - Wealth Management - Blue Shore Financial 1 yr fixed - Coast Capital Savings 1 yr fixed - Blue Shore Financial 1 yr fixed - Coast Capital Savings 1 yr fixed	Oct 5, 2023 July 23, 2023 Sept 16, 2023 Sept 22, 2023	3.45% 5.00% 5.05% 5.10%	2,000,000 3,000,000 3,500,000 2,000,000	Reserve Funds Reserve Funds Reserve Funds Reserve Funds
Sunshine Coast Credit Union - CAD Long Term 1 yr Non-Redeemable - CAD Long Term 1 yr Non-Redeemable - Savings Account	March 31, 2023 July 21, 2023	2.35% 3.50% 0.59%	2,000,000 2,554,027 7,563	Reserve Funds Reserve Funds General Funds
Municipal Financial Authority Act - MFA - Money Market Fund (24 hrs liquid) - CIBC - High Interest Account - PHISA (48hrs liquid)		4.15% 5.05%	7,782 1,123,361	General Funds General Funds
			20,473,191	

COUNCIL REPORT

To: Mayor and Council

From: Finance

Date: April 5, 2023

Subject: Growing Communities Fund

RECOMMENDATION:

THAT Council supports staff recommendations to utilize 100% of the funds for critical infrastructure project(s) such as water and sewer, as identified in the financial plan bylaw, or as capital project(s) are identified.

BACKGROUND:

In early March 2023, the Province of BC announced funding for local governments under the Growing Communities Fund (GCF). As a one-time grant, the GCF will provide up to \$1 billion through direct grants to local governments to support all BC communities, with a focus on those communities that need to increase the pace and scale of housing supply. The principal objective of the GCF is to increase the local housing supply with investments in community infrastructure and amenities. The funding provided through the GCF is limited to one-off costs needed to build required infrastructure and amenities rather than funding ongoing or operational activities.

Examples of eligible costs include public drinking water supply, treatment facilities and water distribution; storm water management; solid waste management; local portion of affordable/attainable housing developments; local road improvements and upgrades; sidewalks, curbs, and lighting; and recreation-related amenities.

Under part 7 of the Local Government Grants Regulations, the amount of the grant to each local government is set by the Minister of Municipal Affairs. The determination of this amount was based on a formula that applies to all municipalities. The District of Mackenzie was the recipient of a \$1,723,000 grant.

As a condition of the funding, the grant must be placed in a segregated reserve fund established by bylaw under section 188 of the *Community Charter* for the Capital and Planning purposes of the GCF. This fund must be separate from other existing reserve funds. An amendment to Reserve and Surplus Policy 3.18 will be brought to Council at a future date. To ensure full transparency regarding the use of funds, local governments will be required to annually report on how it spends this grant. It will be part of the annual financial reporting

required under section 167 of the *Community Charter*. Local governments will provide a schedule to the audited financial statements respecting the amount of funding received, the use of those funds and the year-end balance of unused funds. Annually reporting on the use of grant money until the funds are fully drawn down. The provincial government anticipates funds will be expended within approximately five years of receipt.

Beside the economic and environmental benefits it can provide, sustainable water resource management is critical for ensuring that all residents have access to safe and reliable drinking water. Wastewater from residential and commercial sources contains chemicals and micro-organisms which can threaten public health and damage the environment. Managing wastewater is a key aspect of developing a high-quality built environment that supports safe communities and protects ecological integrity. Many of the District's water and sewer infrastructure is over 50 years old and is reaching the end of its life cycle. Replacing or rehabilitating the aging infrastructure is a priority and the grant funds received provides the ability to accelerate the delivery of capital project(s), where current reserve funds are inadequate.

COUNCIL PRIORITIES:

Strong Governance and Finances

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

Respectfully Submitted,



Kerri Borne
Chief Financial Officer



Approved for Submission to Council

COUNCIL REPORT

To: Mayor and Council

From: Administration

Date: April 5, 2023

Subject: RDFFG – Network Computer and GIS Services Agreement

RECOMMENDATION:

THAT Council approves the 2023 – 2025 Network Computer and GIS Services Agreement with the Regional District of Fraser-Fort George;

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

BACKGROUND:

Since December 2009 the Regional District of Fraser-Fort George (RDFFG) staff have been contracted to manage both our Information Technology (IT) and Geographical Information Systems (GIS). This includes managing our network security system and service, computers, email and phone systems, hosting data, providing secure access to our web-based GIS services, as well as providing their technical expertise and support. It is not financially prudent to retain our own Information Technology staff and systems and the RDFFG staff have been instrumental in providing the District with their expertise in various aspects of our operations. Attached is the Network Computer/GIS Services Agreement with the RDFFG. The contract is for a two year term commencing April 1, 2023. The services are billed at a cost of \$50,000 per year.

BUDGETARY IMPACT:

This service agreement costs would be allocated from the General Government Operating Budget.

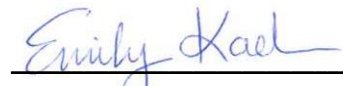
COUNCIL PRIORITIES:

Strong Governance and Finances

- As the municipality's elected governing body, we serve all residents and businesses in the community. We engage residents and stakeholders on important issues and make our decisions through open and transparent processes. We are careful in our use of

resources, mindful of the need to maintain programs and services, while also meeting the community's infrastructure needs.

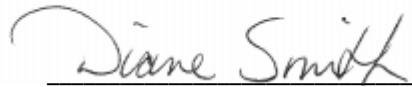
Respectfully Submitted,



Emily Kaehn
Director of Corporate Services



Kerri Borne
Chief Financial Officer



Approved for Submission to Council

NETWORK COMPUTER/GIS SERVICES AGREEMENT

THIS AGREEMENT dated for reference the _____ day of _____, 2023.

BETWEEN:

DISTRICT OF MACKENZIE
Bag 340, 1 Mackenzie Boulevard
Mackenzie, BC
V0J 2C0
(hereinafter referred to as the "District")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF FRASER-FORT GEORGE
155 George Street
Prince George, BC
V2L 1P8
(hereinafter referred to as the "Regional District")

OF THE SECOND PART

WHEREAS:

1. The District requires varied levels of technical expertise and assistance on a contract basis to help plan, implement and maintain the District's GIS System and the District's computer related network and mobile phone systems;
2. The Regional District can provide the services required by the District; and
3. The parties have agreed that the Regional District will provide computer and GIS support services to the District at its offices and remote sites under the terms of an agreement.

WITNESSETH that the parties hereto agree as follows:

1. APPOINTMENT

The District retains the Regional District to provide the services (herein called the "Services") described in Appendix "A" attached hereto and forming a part hereof. The District's Contract Representative will, on behalf of the District, administer this contract and its provisions.

2. CONTRACT REPRESENTATIVES AND SERVICE REQUESTS

The District shall appoint a contract representative (herein called the "Contract Representative") who is deemed authorized to request and coordinate services under this Agreement. The District shall also provide a list of alternate contract representatives who are deemed authorized to request services under this Agreement in the absence of the Contract Representative.

3. SCHEDULE

The schedule for the Regional District technical staff working on the District's IT/GIS System shall be as determined by the District's Contract Representative and agreed to by the Regional District. This schedule shall be flexible to accommodate projects and respond to emergencies at either the Regional District's or the District's offices.

4. TERM

4.1. Term of Agreement

The Regional District will provide the Services as outlined in Appendix "A" for IT Services and Appendix "B" for GIS services during a two-year period commencing April 1, 2023.

4.2. Termination

The Agreement may be terminated prior to the end date upon one party giving the other party 180 days written notice of early termination of this Agreement at which time there shall be no further obligations, except for any outstanding amounts due and payable. The District shall honor any and all purchases and installations requested prior to the notice of termination.

In the event of the breach or non-performance of any of the covenants, conditions and agreements contained in this Agreement to be performed by either party, the other party reserves the right to terminate this Agreement without notice.

4.3. Renewal

This Agreement may be renewed for an additional 2 year term upon mutual agreement by RDFFG's Manager of IT Services and the District's contract representative. Should the contract be renewed, the parties may choose to amend the contract rate to reflect inflationary increases.

5. PAYMENT

The District will pay to the RDFFG, in full payment and reimbursement for providing the Services under this Agreement, an amount of \$50,000.00 plus GST paid biannually in payments of \$25,000 plus GST for IT and GIS Services. The annual fees will be subject to an annual review, by both parties and based on the RDFFG's cost increases and the amounts and levels of service provided. The RDFFG will accept such fees and expenses as full payment and reimbursement as aforesaid.

The District shall reimburse the Regional District for any costs for equipment, software, materials or other disbursements the Regional District, acting reasonably, incurs in connection with the provision of services under this agreement. The Regional District shall obtain written or email authorization of the District's Contract Representative before incurring any costs in excess of \$200.00 not referred to in this document.

The District shall reimburse the Regional District mileage at the Provincial Government Rate, meals and the hotel room cost. Every effort will be made to minimize trips using remote management technology.

The District will reimburse the Regional District on a monthly basis for their mobile phone usage. The reimbursement will be based on actual usage billed by the Provider under the Regional District's plan. If any disputes arise related to the monthly billings, the Regional District will resolve the issue with TELUS and any related credits, will reduce the District's subsequent billings.

6. RECORDS

The Regional District will maintain accurate daily records of the Services, providing details of level of service, time logs, description of service calls and resolution thereof and will submit same to the District's Contract Representative on a monthly basis.

7. INDEPENDENT CONTRACTOR

It is understood that the Regional District shall, in providing the contracted services for the mutual benefit of the District and the Regional District, and except as indicated otherwise, be operating as an agent of the District. All support personnel are and will remain the employees of the Regional District of Fraser-Fort George. As such the District has no liabilities for WCB, Employment Insurance, or Canada Pension Plan premiums; as well as vacation pay, payment for statutory holidays or sick leave.

The Regional District will not in any manner whatsoever commit or purport to commit the District to the payment of any money to any person, firm or corporation.

8. OWNERSHIP

The material produced, received or acquired by, or provided by the District to the Regional District as a result of this Agreement and any equipment, machinery or other property provided by the District to the Regional District as a result of this Agreement will:

- be the exclusive property of the District; and
- forthwith be delivered by the Regional District to the District's Contract Representative upon the District giving written notice to the Regional District, requesting delivery of same, whether such notice is given before, upon or after the expiration or sooner termination of this Agreement.

Keys provided by the District to the Regional District shall not be copied.

9. CONFIDENTIALITY

The Regional District will treat as confidential and will not, without the prior written consent of the District, publish, release or disclose, or permit to be published, released or disclosed, either before or after the expiration or sooner termination of this Agreement, material or any information supplied to, obtained by, or which comes to the knowledge of the Regional District as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Regional District to fulfill its obligations under this Agreement.

The Regional District shall warrant that all information contained in the District's computer systems remains confidential and shall not be disclosed to anyone without the written consent of the District. Furthermore, the Regional District agrees to have all employees working on the District's systems to sign a Non-Disclosure Agreement attached hereto as Appendix "C".

10. ASSIGNMENT AND SUB-CONTRACTING

No sub-contract entered into by the RDFFG will relieve the RDFFG from any of its obligations under this Agreement or impose any obligation or liability upon the District to any such sub-contractor.

11. INDEMNITY and SAVE HARMLESS

The District agrees to indemnify the RDFFG against any and all third party claims including legal defense costs to defend against such actions alleging loss or damages resulting out of the performance of this Agreement. It is understood that such indemnification will not apply with respect to losses or damages arising out of the willful misconduct or illegal activity of the RDFFG or its employees.

The District agrees to save the RDFFG harmless for any loss, damage or breakdown to the District's property and equipment including any indirect, economic or consequential losses whatsoever that may arise.

The RDFFG agrees to save the District harmless for any loss, damage or breakdown to RDFFG property and equipment located at the District's facilities including any indirect, economic or consequential losses whatsoever that may arise.

It is understood that any equipment and materials purchased by the RDFFG on behalf of the District shall be treated as the District's property.

12. NON-WAIVER

No provision of this Agreement and no breach by the RDFFG of any such provision will be deemed to have been waived, unless such waiver is in writing signed by the District.

The written waiver by the District of any breach of any provision of this Agreement by the RDFFG will not be deemed a waiver of such provision or of any subsequent breach of the same or any other provision of this Agreement.

13. TOOLS AND EQUIPMENT

The RDFFG shall be responsible for providing such tools and equipment as may be required to perform the work of the contract. In the event that specialized tools are required to perform duties assigned, they shall be provided by, and remain the property of, the District.

14. WARRANTY

The RDFFG shall use all reasonable efforts to provide the Services hereunder to the District to the same standard as it provides internally at the Regional District.

The RDFFG shall take all reasonable precautions to ensure that the District's Computer Systems are continually on-line, stable, secure and protected from internal and external threats of sabotage, theft and corruption.

15. LICENSES, PERMITS AND INSURANCE

The RDFFG shall obtain all licenses, permits and insurance required under the Laws of the Province of British Columbia with regard to its own activity under this contract.

The RDFFG shall maintain a minimum \$5,000,000 comprehensive general liability insurance coverage for the duration of the Agreement.

16. NOTICE

Any notice, which may be required to be given to either party, shall be well and sufficiently given if given by prepaid registered mail addressed to such party at the address contained at the beginning of this contract or delivered in person.

17. MISCELLANEOUS

This Agreement will be governed by, and construed in accordance with the laws of the Province of British Columbia.

This agreement shall supersede and nullify all previous computer services agreements made between the District and the RDFFG whether expressed or implied.

18. INTERPRETATION

In this Agreement wherever the singular or masculine is used it will be construed as if the plural or feminine or neuter, as the case may be, had been used where the context or the parties hereto so require.

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.

Signed and sealed by the
duly authorized representatives
of the District of Mackenzie

Name

Title

Name

Title

Date: _____

Date: _____

Signed and sealed by the
duly authorized representatives
of the Regional District of Fraser-Fort George

Name

Title

Name

Title

Date: _____

Date: _____

APPENDIX "A"

Network Services

The Regional District shall provide computer support services to the District offices, between 8:00 am and 5:00 pm Monday to Friday.

The Regional District will:

1. Assist District staff to plan, implement, troubleshoot and manage the District's Corporate systems;
2. Provide consulting, research and liaising services to the District;
3. Provide direction to RDFFG services technicians to install, maintain and repair all computer network and desktop equipment the District's offices. Arrangements will be made by the District's Contract Representative for equipment to be brought into the RDFFG's office for maintenance and/or repair by RDFFG staff. If time is of the essence, arrangements will be made by the District's Contract Representative for local area contractors or District staff to do the work at the District's expense;
4. Provide disaster recovery planning assistance and services as required by the District's appointed Contract Representative;
5. Assist the District to compile computer use policies, practices and procedures that facilitate efficiency and best practices;
6. Provide assistance with project cost analysis and budgeting for future growth;
7. Install, maintain and repair all computer network and desktop equipment not otherwise under other warranty or service agreements, at the District's offices;
8. Install, configure and troubleshoot software applications;
9. Provide hardware and software support to all printers and desktop PCs on the District's LAN/WAN computer system;
10. Ensure system problems affecting multiple users on the District's LAN/WAN that are deemed to be urgent are responded to in not more than one business hour. "Urgent" requests will be determined by the District's Contract Representative;
11. Ensure desktop or printer problems are responded to by the next business day;
12. Report computer system deficiencies;
13. Provide additional services as scheduled and agreed to in advance by both parties. Including website support, EOC and after hour events and activities;
14. Provide installation and maintenance services for the District's mobile phone systems, under the RDFFG's plan and contract with current provider;
15. Provide spam filtering and virus filtering of email;and
16. Assist with the day to day operation of the phone system. Repairs to be done on a best effort but the District will have a support agreement for major issues.

APPENDIX "B"

GIS Services

The Regional District shall provide GIS support services to the District of Mackenzie between 8:00 am and 5:00 pm Monday to Friday.

The Regional District will:

1. In cooperation with the District's staff, plan, implement, troubleshoot and manage a functional corporate GIS that will store, retrieve, manipulate, and display spatially referenced maps and data required for the District to support daily operations.
2. Provide secure access to the RDFFG web based GIS Services.
3. Provide professional advice on data collection procedures.
4. Build and maintain a secure and recoverable data store.
5. Respond to unexpected, or emergency situations that require GIS services
6. Provide consultation services regarding future growth of the GIS that will increase productivity, services to the public, and aid in planning and development.
7. Provide user support involving access to external GIS data sources, and the use of portals for such access.
8. Customization of the GIS to support specific needs of the District.
9. Provide training for the use of the GIS and on-going support thereof.
10. Research on land parcel ownership within the District.
11. Bring data deficiencies or errors to the attention of the District.
12. Provide after hours services as scheduled and agreed to in advance by both parties.

APPENDIX "C"

Non-Disclosure Agreement

DISTRICT OF MACKENZIE
Bag 340, 1 Mackenzie Boulevard
Mackenzie, BC
V0J 2C0

Dear Sirs/Mesdames:

Re: Acknowledgment of Confidentiality and Non-Disclosure

In consideration of the opportunity to perform work on behalf of the District of Mackenzie in connection with the District's IT/GIS system, the undersigned acknowledges and agrees as follows:

- (a) while working at the District the undersigned may acquire or observe information which is confidential to the Regional District, including but not limited to the notes, data, sketches, drawings, memoranda, records, diskettes, written correspondence, email messages, facsimile transmissions and information belonging to third parties that the District has an obligation to hold in confidence ("Confidential Information");
- (b) such Confidential Information could be used to the detriment of the District and its disclosure by the undersigned could cause irreparable harm to the District;
- (c) the undersigned undertakes to treat all information acquired or observed by him or her while working at the District as Confidential Information and not to disclose it to any third party or to use it for any purpose, either while working at the District, except as may be necessary in the proper discharge of his or her duties, or for any reason after ceasing to work at the District, except with the written permission of the District;
- (d) all rights, title, interest in and to Confidential Information, whether or not developed or created by the undersigned, will be and remain the exclusive property of the District;
- (e) all notes, data, sketches, drawings, memoranda, records, diskettes, written correspondence, email messages, facsimile transmissions and other material produced by the undersigned or coming into his or her possession by or through his or her work at the District, shall belong exclusively to the District and the undersigned agrees to turn over to the District copies of any such materials in his or her possession or under his or her control forthwith at the request of the District or, in the absence of a request, at the cessation of his or her work at the District; and

Appendix "B" Cont'd:

(f) none of the foregoing creates or shall be deemed to create an employer-employee relationship between the District and the undersigned.

The foregoing was READ AND UNDERSTOOD and is AGREED TO by the undersigned this ____ day of _____, 202__.

Yours truly,

Witnessed by:

Signature

Print Name

Phone Number

Print Name

Accepted by Regional District of Fraser-Fort George
by its authorized signatory(ies):

Signature(s)

Print Name(s)

Date

END OF DOCUMENT

COUNCIL MEMBER ACTIVITY REPORT

To: Mayor and Council

From: Councillor Viktor Brumovsky

Date: April 2, 2023

Subject: Report for the Month of March 2023

Date:	Activity:
March 4	Attended the 49th annual Mackenzie Fire Department Awards Banquet.
March 7	Participated in the Chamber of Commerce's monthly Director's meeting.
March 16	Attended the Chamber of Commerce's monthly general meeting. The guest speakers were Adele Barnes of the Autumn Lodge Society and Jana Schaule of MCSS. They presented on programs they currently are running to improve the quality of life for local seniors.
March 21	Completed YRB's Winter Stakeholder Questionnaire regarding road maintenance performance over the past winter.

Respectfully Submitted,
Councillor Brumovsky

COUNCIL MEMBER ACTIVITY REPORT

To: Mayor and Council

From: Councilor Hipkiss

Date: February – March 2023

Subject: Monthly Report

Date:	Activity:
February 3	Omineca Grower's Society Meeting.
February 13	Met with Shannon Bezo – Chamber of Commerce President.
February 14	Omineca Grower's Society Meeting.
February 15	McLeod Lake Mackenzie Community Forest Board Meeting.
February 22	Omineca Grower's Society Meeting.
February 27	Omineca Grower's Society Meeting.
February 29	Met with Rob Van Andrichem in Prince George about NorthCAN (Northern Climate Action Network) and presenting at the NCLGA.
February 31	Omineca Grower's Society Meeting.

Updates:

Community Forest:

- Intake for both grant streams is currently open

Omineca Growers Society

- Applying for lots of grants
- Working on finalizing the business plan
- Looking at several models/options for greenhouses
- Looking at membership growth and board development

Respectfully Submitted,
Councilor Hipkiss

DISTRICT OF MACKENZIE

Bylaw No. 1495

A bylaw to amend "Water Rates and Regulations Bylaw No. 1466, 2022"

WHEREAS the Council of the District of Mackenzie deems it prudent and desirable to amend its Water Rates and Regulations Bylaw;

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

1. That "Water Rates and Regulations Bylaw No. 1466, 2022" is hereby amended as follows:
 - (a) By adding the following wording to Section 8. RATES:
 - (g) Places of worship and not-for-profit agencies who are the registered owners of a property that accesses utility services will be provided a 100% exemption from user rates as set out in Schedule "B".
 - (b) That Schedule "A" of the "Water Rates and Regulations Bylaw No. 1466, 2022" is hereby deleted in its entirety and replaced with Schedule "A" as attached.
 - (c) That Schedule "B" of the "Water Rates and Regulations Bylaw No. 1466, 2022" is hereby deleted in its entirety and replaced with Schedule "B" as attached.
2. This bylaw may be cited as "Water Rates and Regulations Amendment Bylaw No. 1495, 2023".

READ a first time this 27th day of March, 2023.

READ a second time this 27th day of March, 2023.

READ a third time this 27th day of March, 2023.

ADOPTED this _____ day of _____, 2023.

I hereby certify the foregoing
to be a true and correct copy of
District of Mackenzie Bylaw
No. 1495 cited as "Water Rates
and Regulations Amendment Bylaw No.
1495, 2023".

Mayor

Corporate Officer

Corporate Officer

SCHEDULE "A"

To the "Water Rates and Regulations Amendment Bylaw No. 1495, 2023"
of the District of Mackenzie.

FLAT RATE USER RATES

<u>Classification No</u>	<u>Classification</u>	<u>Rates</u>
One (1)	Single Family Dwelling	\$408.13 per year
Two (2)	Two Family Dwelling	\$816.26 per year
Three (3)	Multi-Family Dwelling Row Housing - Per unit	\$ 34.04 per month
Four (4)	Trailer Park Per trailer	\$ 23.68 per month
Five (5)	Schools - Per Room	\$ 17.52 per month

SCHEDULE "B"

To the "Water Rates and Regulations Amendment Bylaw No. 1495, 2023"
of the District of Mackenzie.

METERED USER RATES - Bi-Monthly

Minimum charge	\$ 60.93
Usage in excess of 13,000 gallons	\$ 4.69 per 1,000 gallons
or 2,083 ft ³	\$29.29 per 1,000 ft ³
or 5.91 m ³	\$ 1.04 per 1 m ³

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

Bulk Water	\$5.00 per cubic meter
Water Turn On	\$50.00
Water Turn Off	\$50.00

Due and payable on a monthly basis.

DISTRICT OF MACKENZIE

Bylaw No. 1496

A bylaw to amend "Sewer Rates and Regulations Bylaw No. 1467, 2022."

WHEREAS the Council of the District of Mackenzie deems it prudent and desirable to amend its Sewer Rates and Regulations Bylaw;

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

1. That "Sewer Rates and Regulations Bylaw No. 1467, 2022" is hereby amended as follows:

(a) By adding the following wording to Section 2.:

"Greenhouse" means an enclosed structure used for the cultivation or protection of tender plants for the purpose of re-sale.

(b) By adding the following wording to Section 11. USER RATES:

(f) Places of worship and not-for-profit agencies who are the registered owners of a property that accesses utility services will be provided a 100% exemption from user rates as set out in Schedule "B".

(c) That Schedule "A" of the "Sewer Rates and Regulations Bylaw No. 1467, 2022" is hereby deleted in its entirety and replaced with Schedule "A" as attached.

(d) That Schedule "B" of the "Sewer Rates and Regulations Bylaw No. 1467, 2022" is hereby deleted in its entirety and replaced with Schedule "B" as attached.

2. This bylaw may be cited as "Sewer Rates and Regulations Amendment Bylaw No. 1496, 2023".

READ a first time this 27th day of March, 2023.

READ a second time this 27th day of March, 2023.

READ a third time this 27th day of March, 2023.

ADOPTED this _____ day of _____, 2023.

I hereby certify the foregoing
to be a true and correct copy of
District of Mackenzie Bylaw
No. 1496 cited as "Sewer Rates
and Regulations Amendment Bylaw No.
1496, 2023".

Mayor

Corporate Officer

Corporate Officer

SCHEDULE "A"

To the "Sewer Rates and Regulations Amendment Bylaw No. 1496, 2023"
of the District of Mackenzie.

FLAT RATE USER RATES

<u>Classification No</u>	<u>Classification</u>	<u>Rates</u>
One (1)	Single Family Dwelling	\$266.55 per year
Two (2)	Two Family Dwelling	\$533.11 per year
Three (3)	Multi-Family Dwelling Row Housing - Per unit	\$ 22.21 per month
Four (4)	Trailer Park Per trailer	\$ 22.21 per month
Five (5)	Schools - Per Room	\$ 15.03 per month

SCHEDULE "B"

To the "Sewer Rates and Regulations Amendment Bylaw No. 1496, 2023"
of the District of Mackenzie.

SEWER USER RATES FOR WATER METERED PREMISES

Minimum charge	\$ 52.79
Usage in excess of 13,000 gallons	\$ 4.07 per 1,000 gallons
or 2,083 ft ³	\$25.38 per 1,000 ft ³
or 5.91 m ³	\$ 0.89 per 1 m ³

Commercial business with a greenhouse will be charged the minimum charge plus 10% of the excess water usage for the months of May up to and including August.

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

OTHER SEWER RELATED SERVICE FEES

LAGOON DUMPING

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

CUSTOM WORKS

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

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

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

DISTRICT OF MACKENZIE

Bylaw No. 1497

A bylaw to amend "Garbage Rates and Regulations Bylaw No. 1487, 2022."

WHEREAS the Council of the District of Mackenzie deems it prudent and desirable to amend its Garbage Rates and Regulations Bylaw;

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

1. That "Garbage Rates and Regulations Bylaw No. 1487, 2022" is hereby amended as follows:
 - (a) By adding the following wording to COMMERCIAL GARBAGE COLLECTION SERVICE:
 41. Places of worship and not-for-profit agencies who are the registered owners of a property that accesses utility services will be provided a 100% exemption from user rates as set out in Schedule "B".
 - (b) That Schedule "A" of the "Garbage Rates and Regulations Bylaw No. 1487, 2022" is hereby deleted in its entirety and replaced with Schedule "A" as attached.
 - (c) That Schedule "B" of the "Garbage Rates and Regulations Bylaw No. 1487, 2022" is hereby deleted in its entirety and replaced with Schedule "B" as attached.
2. This bylaw may be cited as "Garbage Rates and Regulations Amendment Bylaw No. 1497, 2023".

READ a first time this 27th day of March, 2023.

READ a second time this 27th day of March, 2023.

READ a third time this 27th day of March, 2023.

ADOPTED this _____ day of _____, 2023.

I hereby certify the foregoing
to be a true and correct copy of
District of Mackenzie Bylaw
No. 1497 cited as "Garbage Rates
and Regulations Amendment Bylaw No.
1497, 2023".

Mayor

Corporate Officer

Corporate Officer

SCHEDULE "A"

To the "Garbage Rates and Regulations Amendment Bylaw No. 1497, 2023"
of the District of Mackenzie.

(a) Single Family Dwelling (per unit)

For one collection per week \$15.63/month

For one collection every two weeks \$13.24/month

(b) Two Family Dwelling (per unit)

For one collection per week \$15.63/month

For one collection every two weeks \$13.24/month

(d) Secondary Suites (per unit)

For one collection per week \$15.63/month

For one collection every two weeks \$13.24/month

SCHEDULE "B"

To the "Garbage Rates and Regulations Amendment Bylaw No. 1497, 2023"
of the District of Mackenzie.

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

Bulk containers with a capacity of 2 cubic yards:

Number of containers (2 cubic yards)	Number of Pickups per Week	
	1	2
1	\$ 38.41	\$ 76.83
2	\$ 76.83	\$ 153.65
3	\$ 115.24	\$ 230.48
4	\$ 153.65	\$ 307.30
5	\$ 192.07	\$ 384.13

Bulk containers with a capacity of 3 cubic yards:

Number of containers (3 cubic yards)	Number of Pickups per Week	
	1	2
1	\$ 57.62	\$ 115.24
2	\$ 115.24	\$ 230.48
3	\$ 172.86	\$ 345.72
4	\$ 230.48	\$ 460.96
5	\$ 288.10	\$ 576.20

Bulk containers with a capacity of 4 cubic yards:

Number of containers (4 cubic yards)	Number of Pickups per Week	
	1	2
1	\$ 76.83	\$ 153.65
2	\$ 153.65	\$ 307.30
3	\$ 230.48	\$ 460.96
4	\$ 307.30	\$ 614.61
5	\$ 384.13	\$ 768.26

Additional Containers

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

- (b) When bulk containers are utilized, the rates for individual use classifications do not apply.
- (c) All bulk containers shall be supplied by the District at the following monthly rental rates, per number and size of bulk containers:
 - \$52.54/month for a bulk container with a capacity of 2 cubic yards
 - \$57.36/month for a bulk container with a capacity of 3 cubic yards
 - \$62.20/month for a bulk container with a capacity of 4 cubic yards
- (d) Special requests for additional bulk containers outside the monthly rental options will be subject to the following fees:
 - \$ 50.00/delivery per bulk container
 - \$ 50.00/pickup per bulk container
- (e) Deliveries or pickups outside the regular scheduled days, Monday and Thursday, will be calculated at three times the applicable rate.
- (f) Deliveries or pickups requested outside the scheduled business hours will be calculated at three times the applicable rate plus the applicable overtime rate.