

NOTICE: That a Regular Meeting of the District of Barriere Municipal Council will be held at District Hall, 4936 Barriere Town Road, in Barriere, B.C. on December 16, 2024 at 7pm for the transaction of business listed below.

Daniel Drexler, Chief Administrative Officer

AGENDA

“We acknowledge and respect the indigenous peoples of Simpcw First Nation within whose lands we are meeting today.”

1. ADOPTION OF AGENDA

That Council approve the December 16, 2024, Regular Council Meeting Agenda.

2. ADOPTION OF MINUTES

a. That Council adopt the minutes of the November 18, 2024, Regular Council Meeting.

3. PETITIONS AND DELEGATIONS

a. District of Barriere Housing Needs Assessment Update – Brendan Dawe, VP Urbanics

4. BYLAWS and POLICIES

a. Council Remuneration and Expense Bylaw No. 249 – adoption
**w/attached staff report*

Recommendations:

- 1. THAT Council Remuneration and Expense Bylaw No. 249 be adopted.**
- 2. THAT Council Remuneration Policy No. 16 be repealed.**
- 3. THAT Council Attendance at Out-of-Town Meetings, Seminars, Workshops, and Conventions Policy No. 19 be repealed.**

b. Council Code of Conduct Bylaw No. 250 – adoption
**w/attached staff report*

Recommendations:

- 1. THAT Council Code of Conduct Bylaw No. 250 be adopted.**
- 2. THAT Code of Conduct Policy No. 42 be repealed.**

c. DRAFT Council Procedure Bylaw No. 251 – 1st, 2nd and 3rd readings
**w/attached staff report*

5. STAFF REPORTS

a. Section 57 Notice Registration re: 713 Barriere Lakes Road – Corporate Officer

b. Department Updates – Department Heads
**submitted for information*

- c. Recycle BC Master Services & Statement of Work (SOW) Agreement Renewals – Corporate Officer
Recommendation: That Council directs the Acting Mayor and Corporate Officer to sign the Recycle BC Master Services & SOW Agreement renewals as presented for a five-year term starting January 1, 2025.
- d. Appointment of Election Officials for the 2025 By-Election – Corporate Officer
Recommendation: That Tasha Buchanan be appointed Chief Election Officer and that Daniel Drexler be appointed Deputy Chief Election Officer for the 2025 Municipal By-Election.
- e. 2025 Council Meeting & Deputy Mayor Schedule – Corporate Officer
Recommendation: That Council approve the 2025 Regular Council Meeting & 2025 Deputy Mayor Schedules as presented.

6. **PROCLAMATIONS** – *none scheduled*

7. **CORRESPONDENCE**

- a. For Information
- b. For Action – *none submitted.*

8. **COUNCIL REPORTS**

9. **ACTING MAYOR'S REPORT**

10. **PUBLIC INQUIRIES**

11. **NOTICE OF MOTION**

12. **CONVENE INTO CLOSED SESSION**

Pursuant to Sections 90(1)(e)(l)(f) of the Community Charter, that the public interest requires that persons other than Council Members and required staff be excluded from the meeting and that Council continues the meeting in closed session to discuss confidential matters.

13. **RECONVENE OPEN MEETING** (*if required*)

14. **BUSINESS ARISING FROM CLOSED SESSION** (*if required*)

15. **NEXT MEETING**

- a. SPECIAL Council Meeting, Thursday, December 19, 2024 @ 5:00pm
- b. Regular Council Meeting, Monday, January 13, 2024 @ 5:30pm

16. **ADJOURNMENT**

**DISTRICT OF BARRIERE
MINUTES OF A REGULAR COUNCIL MEETING**

Held on Monday, November 18, 2024 at 7:00pm in the Council Chambers at Municipal Hall
4936 Barriere Town Road, Barriere, B.C.

*“We acknowledge and respect the indigenous peoples of Simpcw First Nation
within whose traditional lands we are meeting today.”*

Present: Acting Mayor Scott Kershaw
 Councillor Judy Armstrong
 Councillor Rob Kerslake – *via Zoom*
 Councillor Donna Kibble
 Councillor Louise Lodge

Regrets: Councillor Colin McInnis

Staff: Daniel Drexler, Chief Administrative Officer
 Tasha Buchanan, Corporate Officer
 David Alderdice, Finance Officer
 Chris Matthews, Public Works Manager
 Alexis Hovenkamp, Acting Fire Chief

Acting Mayor Kershaw called the meeting to order at 7pm

1. ADOPTION OF AGENDA

Moved by Councillor Lodge
Seconded by Councillor Kibble
That Council approve the November 18, 2024, Regular Council Meeting Agenda.

CARRIED

2. ADOPTION OF MINUTES

a. Moved by Councillor Lodge
Seconded by Councillor Armstrong
That Council adopt the minutes of the November 4, 2024, Regular Council Meeting.

CARRIED

3. PETITIONS AND DELEGATIONS – none scheduled.

4. BYLAWS and POLICIES

a. DRAFT Council Remuneration and Expense Bylaw No. 249 – 1st, 2nd & 3rd readings
**w/attached staff report*

**Moved by Councillor Lodge
Seconded by Councillor Kibble
That Council Remuneration and Expense Bylaw No. 249 be given 1st, 2nd and 3rd
readings.**

CARRIED

- b. DRAFT Council Code of Conduct Bylaw No. 250 – 1st, 2nd & 3rd readings
**w/attached staff report*

Councillor Kibble requested an amendment to the Bylaw as follows:

3.1.7 Council Members must not attend meetings, conferences, seminars, educational courses, or other functions while representing the District of Barriere under the influence of alcohol, drugs, or any other substance that impairs ability to perform duties effectively, ethically, and responsibly. After hours social events at any function are excluded, as is the use of medically prescribed substances.

- (a) *If a Council Member is found to be under the influence at a meeting, conferences, seminars, education course, or other function, the Council Member will be required to leave the meeting and take appropriate steps to address the impairment before returning to official duties.*
- (b) *Repeated instances of such behavior may be subject to disciplinary actions as outlined in this Bylaw under Part 4.*

Moved by Councillor Kibble

Seconded by Councillor Lodge

That Council Code of Conduct Bylaw No. 250 be given 1st, 2nd and 3rd readings as amended.

CARRIED

5. STAFF REPORTS

- a. Department Updates – Department Heads
**submitted for information*

It was reported that some other jurisdictions have indicated that Friday, April 11th, 2025 is the preferred date for the C2C Meeting. Council agreed to RSVP confirmation that this date works for Barriere.

Councillor Kibble noted that she had promised some members of the public that she'd mention that 'frog flap' is an issue along with a lot of other invasive weed species in some areas of Barriere. Staff are aware of the issue.

- b. Early Budget Item Approval – Phone System Replacement – D. Drexler, CAO

Moved by Councillor Lodge

Seconded by Councillor Armstrong

THAT Council approves an early budget approval in the amount of up to \$7,000 for a replacement of the Districts Voice over Internet Protocol (VoIP) Phone System, with the funding source to be determined as part of the 2025 budget process.

CARRIED

6. **PROCLAMATIONS** – *none scheduled*

7. **CORRESPONDENCE**

- a. For Information
- b. For Action – *none submitted.*

8. **COUNCIL REPORTS**

- a. Councillor Lodge provided a verbal report on the following:
 - Attended the annual Remembrance Day ceremony at the Legion.
 - Participated in a Winterfest Working Group session. Winterfest is on Sunday, December 8, 2024 from 1-5pm with the hockey tournament starting at noon.
 - Giving Tuesday – December 3rd, 2024.
- b. Councillor Kibble provided a verbal report on the following:
 - The Boy Scouts volunteered for some yard work at the Museum.
 - December 14th is the start date for “Christmas at the Fair”.
- c. Councillor Kerslake provided a verbal report on the following:
 - Attended the annual Remembrance Day at the Legion.
 - Participated in a number of TNRD Board and Committee Meetings.
 - Met with the Trails Society over the weekend.
 - Upcoming MOTI Meeting regarding the 4-lane project with staff.
- d. Councillor Armstrong provided a verbal report on the following:
 - Attended and volunteered at the annual Remembrance Day at the Legion.

9. **ACTING MAYOR’S REPORT**

Acting Mayor Kershaw reported that he attended the Simpcw First Nation Remembrance Day ceremony in Chu Chua.

10. **PUBLIC INQUIRIES** *none presented.*

11. **NOTICE OF MOTION** – *none presented.*

12. **CONVENE INTO CLOSED SESSION**

Moved by Councillor Lodge

Seconded by Councillor Armstrong

That pursuant to Sections 90(1)(c)(e)(f) of the Community Charter, that the public interest requires that persons other than Council Members and required staff be excluded from the meeting and that Council continues the meeting in closed session to discuss confidential matters at 8:00p.m.

CARRIED

13. **RECONVENE OPEN MEETING** - *Council reconvened into open session at 9:00pm*

14. NEXT MEETING

- a. Regular Council Meeting, Monday, December 16, 2024 @ 7pm

15. ADJOURNMENT

Moved by Councillor that the Council Meeting adjourn at 9:05p.m.

CARRIED

Acting Mayor Scott Kershaw

T. Buchanan, Corporate Officer



District of Barriere – Thompson Nicola Regional District

Housing Needs Assessment

December 2024



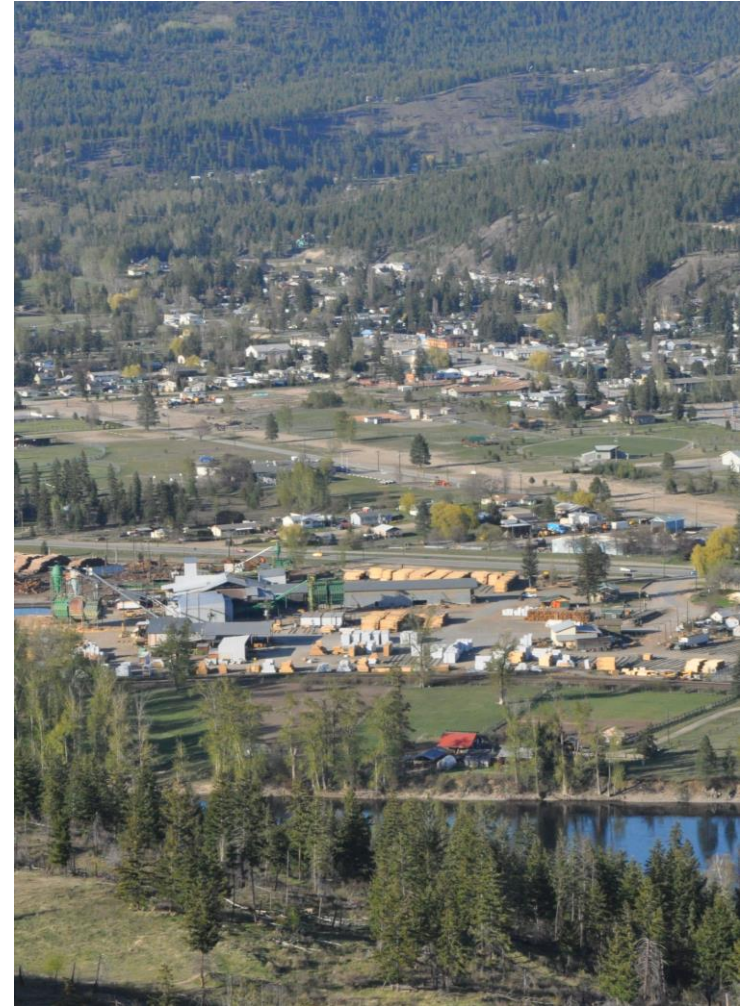
Methodology

- Provincial Methodology
 - Extreme Core Housing Need
 - Homelessness
 - Supressed Household Formation
 - Projected Population Growth
 - Rental Vacancy
 - Demand Factor
- Census Data
- CMHC Data
- BCStats

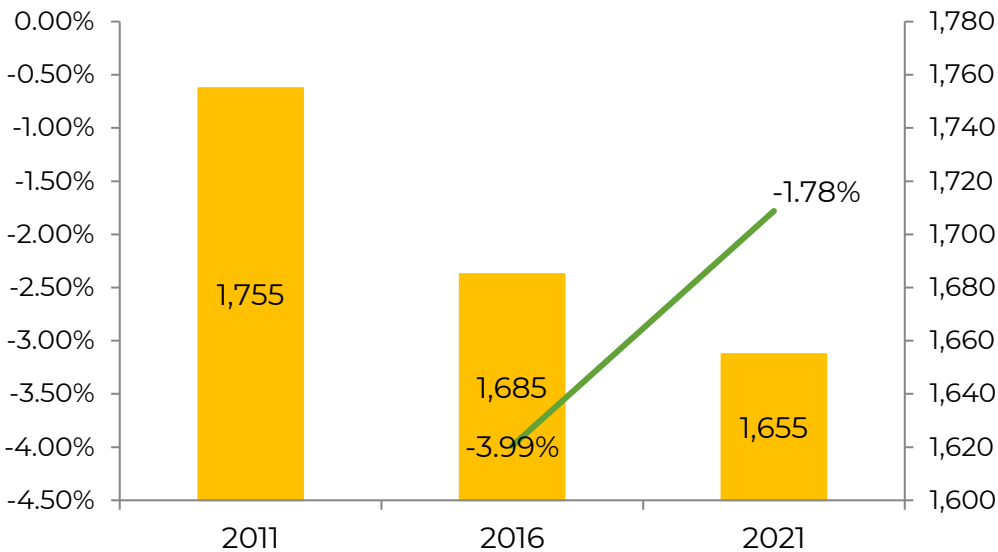


Methodology

- Stakeholder Interviews
- Online Community Survey
 - 523 complete responses.
 - 5% of responses came from Barriere residents (26 responses).



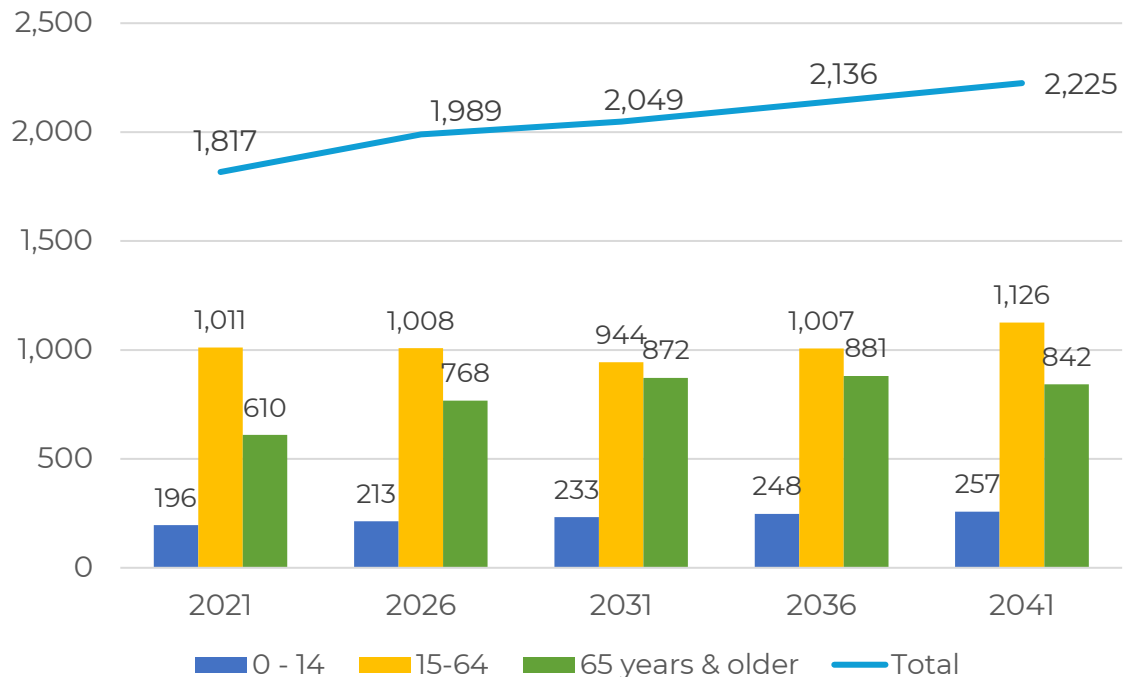
Limitations



- Provincial Methodology
 - Limited relation to real-world feasibility
 - Circular Inputs
 - Mystery Demand Factor
- Housing Is Regional

Population Projections

	Year	0 - 14	%	15-64	%	65 years & older	%	Total
	2021	196	11%	1,011	56%	610	34%	1,817
	2026	213	11%	1,008	51%	768	39%	1,989
	2031	233	11%	944	46%	872	43%	2,049
	2036	248	12%	1,007	47%	881	41%	2,136
	2041	257	12%	1,126	51%	842	38%	2,225
Change in Population 2021-2041 (%)		31%		11%		38%		22%
Avg. Annual Population Change (%)		1.36%		0.54%		1.62%		1.02%



Findings

Barriere		
Component	5 Year Need	20 Year Need
A. Extreme Core Housing Need	6.78	27.13
B. Persons Experiencing Homelessness	6.84	13.68
C. Suppressed Household Formation	8.38	33.51
D. Anticipated Growth	124.74	260.34
E. Rental Vacancy Rate Adjustment	0.33	1.34
F. Additional Local Demand	27.93	111.73
Total New Units – 5 years	175	
Total New Units – 20 years		448

- **448 units** in 20 years
 - Driver: **Anticipated Growth** (average of regional and local household growth projections)

What We Heard



Lots of seniors here who don't need their whole house/yard, but can't afford to downsize.



Housing that is more handicapped accessible.



Housing suitable to young adults in town.



Need government to work together for infrastructure and housing needs.



Financial programs/incentives for people to upgrade spaces. Regardless of income level, we are all strapped for cash these days but would like to help.



Incentive for trades to help rural communities - some of the contractors and trades available here are less than desirable.

- Selection of Survey Responses

What We Heard



More housing for seniors. Want to live in an area that is 55 and older but not a seniors home one level housing no stairs. I want to have my freedom but have people my age around me.



We don't have any transit in our area so housing around what our community has to offer so that people can walk to get what they need and not have to worry about the costs of fuel or vehicle costs.



More realistic regulations with input from the construction sector in drafting the regulations. Allow people to live in a recreational unit while building their home on their own property. With a 1-5 year permit. Allow in law suites and carriage housing.



Reduce bureaucracy and costs of construction. Permit secondary dwellings on acreages. Bare land strata mobile home parks. Keep districts and municipalities out of the housing market and supply. Encourage developers to build to needs.

Key Areas of Local Need



- Expand non-market & supportive housing options
- Expand rental housing supply
- Address housing needs of the aging population

BARRIERE

BRITISH COLUMBIA



TO JOHNSON LAKE
ADAMS LAKE
CHASE LAKE
SALMON ARM

TWO ECO-DEPOT

LOUIS TRINIDAD PARK

ESSEX HILL
ARMED & DANGEROUS

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December 2024



DISTRICT OF BARRIERE

Thompson-Nicola Regional District Housing Needs Assessment

Thompson-Nicola Regional District

Housing Needs Assessment

District of Barriere

Prepared for:

Thompson-Nicola Regional District
Suite 300 – 465 Victoria Street
Kamloops, B.C. V2C 2A9

District of Barriere
Box 219, 4936 Barriere Town Road
Barriere, B.C. V0E 1E0

Date:

December 2024

Prepared by:

Urbanics Consultants Ltd.
2368-666 Burrard Street
Vancouver, B.C. Canada V6C 2X8

Executive Summary

The Thompson-Nicola Regional District Housing Needs Assessment was prepared by Urbanics Consultants Ltd. for the Thompson-Nicola Regional District. Housing needs have been assessed for each of the 10 Electoral Areas and for 9 participating member municipalities, including the District of Barriere. This report aims to provide a comprehensive analysis of housing needs in the District of Barriere.

The study is undertaken to meet the requirements of the British Columbia Interim Housing Needs Assessment regulations, using the methodology provided by the Province.

Key Findings

Barriere		
Component	5 Year Need	20 Year Need
A. Extreme Core Housing Need	6.78	27.13
B. Persons Experiencing Homelessness	6.84	13.68
C. Suppressed Household Formation	8.38	33.51
D. Anticipated Growth	124.74	260.34
E. Rental Vacancy Rate Adjustment	0.33	1.34
F. Additional Local Demand	27.93	111.73
Total New Units – 5 years	175	
Total New Units – 20 years		448

Source: Housing Assessment Resource Tools

The key findings are the assessed housing needs of each area under study, including housing needed to address deficits in homelessness, households experiencing extreme unaffordability (extreme core housing need), projected population changes, achieving a healthy rental vacancy rate, as well as a buffering 'demand factor' provided by the province for municipalities. These projections provide a province-wide comparison of housing needs for all regions and municipalities.

The report additionally includes information assembled by the District of Barriere on efforts to implement the findings of the previous housing needs assessment in 2021, as well as information on the benefits of having housing near transportation infrastructure that supports walking, bicycling, public transit, and other alternative modes of transportation.

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1. Introduction

Urbanics Consultants Ltd. has been retained by the Thompson-Nicola Regional District (TNRD) to undertake a Housing Needs Report update for all 10 Electoral Areas and 9 participating member municipalities. Member Municipalities include the Village of Ashcroft, District of Barriere, Village of Cache Creek, Village of Chase, District of Clearwater, Village of Clinton, District of Logan Lake, City of Merritt, and Sun Peaks Mountain Resort Municipality.

This report specifically examines the District of Barriere, and provides the Provincially-approved housing needs projection, as well as commentary on transportation, housing, and updates since the last Housing Needs Assessment.

The Consultant developed this report from study and analysis of data provided by BC Stats, Statistics Canada, CMHC, Thompson-Nicola Regional District, and others.

The District of Barriere shares in some of British Columbia's wider housing difficulties, and by the provincial methodology has need of the following number of homes in the coming 5 and 20 years:

Table 1: Housing Needs Summary

Barriere		
Component	5 Year Need	20 Year Need
A. Extreme Core Housing Need	6.78	27.13
B. Persons Experiencing Homelessness	6.84	13.68
C. Suppressed Household Formation	8.38	33.51
D. Anticipated Growth	124.74	260.34
E. Rental Vacancy Rate Adjustment	0.33	1.34
F. Additional Local Demand	27.93	111.73
Total New Units – 5 years	175	
Total New Units – 20 years		448

Source: Housing Assessment Resource Tools

Study Limitations

As with all studies, there are limitations. It is unfortunate that for smaller jurisdictions the full set of data that might be available for major metropolitan areas is unavailable. The survey size of some communities and some populations may suggest greater hesitance in interpreting results.

Data and statistics for the report was sourced from a variety of government sources (federal, provincial, regional, municipal). One of the key limitations of this study is that census data is reflecting 2021 conditions. These are now 3 years out of date and will be replaced by new data in 2026-2027 when a new census is conducted. Census statistics for Housing Needs Reports are generally drawn from the 'population in private households' which is a subset of the total population figure readers may be more familiar with. Additionally, Census data is subject to random rounding up or down, so any figures from the Census should be read as plus or minus 10.

2021 was perhaps the most peculiar year in living memory for demographics. The Covid-19 Pandemic had massively changed economic activity 2020-2022. Pandemic response had injected large amounts of public money into the economy, including Canada Emergency Response Benefit (CERB) funds paid to out-of-work residents. The Canada Emergency Wage Subsidy (CEWS) kept businesses afloat with money they may have not earned without the pandemic. Shrunk employment for 2020 tended to disproportionately effect lower income households, biasing income statistics up from normal-year levels and reducing the effects of poverty compared to years before or since.

Additionally, the inflation seen the last several years mostly happened after May 2021 when the Census was conducted. According to the Bank of Canada, a dollar in 2021 is worth the equivalent of \$1.13 in today's money (13% inflation), and this change has not fallen evenly across the economy.

The methodology for calculating housing needs is one provided by the province. It is not a market-based measure, and its outputs do not imply that anyone will be able to afford and build the housing estimated to be needed. It does include a 'demand factor' for municipalities, however this multiplier is a black-box number provided by the province with minimal explanation other than it is supposed to reflect housing demand. The housing needs methodology is, though, multi-faceted, and does include concerns such as

homelessness, suppressed household formation, rental vacancy rates, and projected growth.

As with all market studies of this sort, a number of forecasts and assumptions regarding the state of the economy, the state of future competitive influences, and population projections have had to be made. These forecasts are made with great care and are based on the most recent and reliable information available.

Report Structure

The following outlines the structure of the report:

1. Introduction

The Introduction provides the headline findings, overall objectives for the study, the methodology, and key limitations.

2. Community Context

This section examines some basic geographic and demographic facts about the community being examined.

3. Housing Needs Projections

This section provides the calculations of housing need as required by the Province.

4. Community & Stakeholder Engagement

Provides a brief summary of engagement exercises and key takeaways from the community survey.

5. Key Areas of Local Need

Identifies key housing concerns within the community from findings from the analyses, stakeholder consultations, and surveys.

6. Actions to Address Housing Needs

This section will provide information on how the previous housing needs study has been implemented and how issues have been addressed by the District of Barriere.

7. Housing and Transportation

This section details the importance of active transportation including walking, cycling, and transit and how it can improve housing outcomes.

Appendix 1: Additional Demographics & Housing Statistics

This provides additional tables and charts portraying the overall demographics of the community and housing statistics.

Appendix 2: Housing Needs Calculations

This section will provide more detailed information on housing needs calculations.

Appendix 3: Glossary of Terms

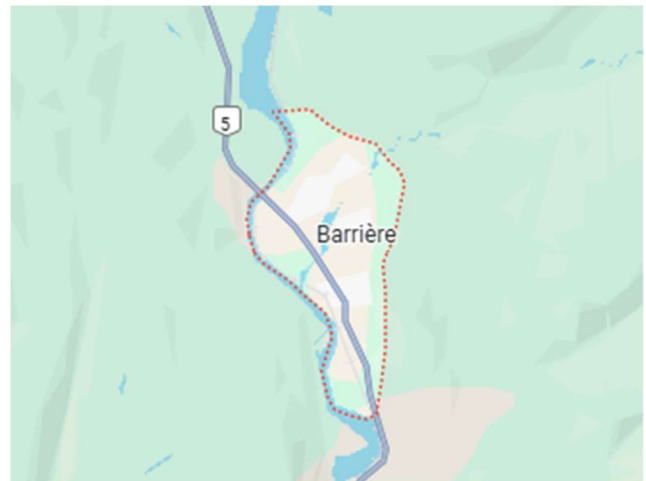
2. Community Context

Location

The District of Barriere is located 64 kilometers north of Kamloops on Highway 5 in the North Thompson Valley, between the North Thompson and Barriere Rivers. It is one of the province's newest municipalities having been incorporated in 2007. The main economic driver of Barriere is forestry, as well as agriculture and tourism.

The District of Barriere is located on the traditional, ancestral and unceded territory of the Secwépemc people.

Figure 1: District of Barriere Map

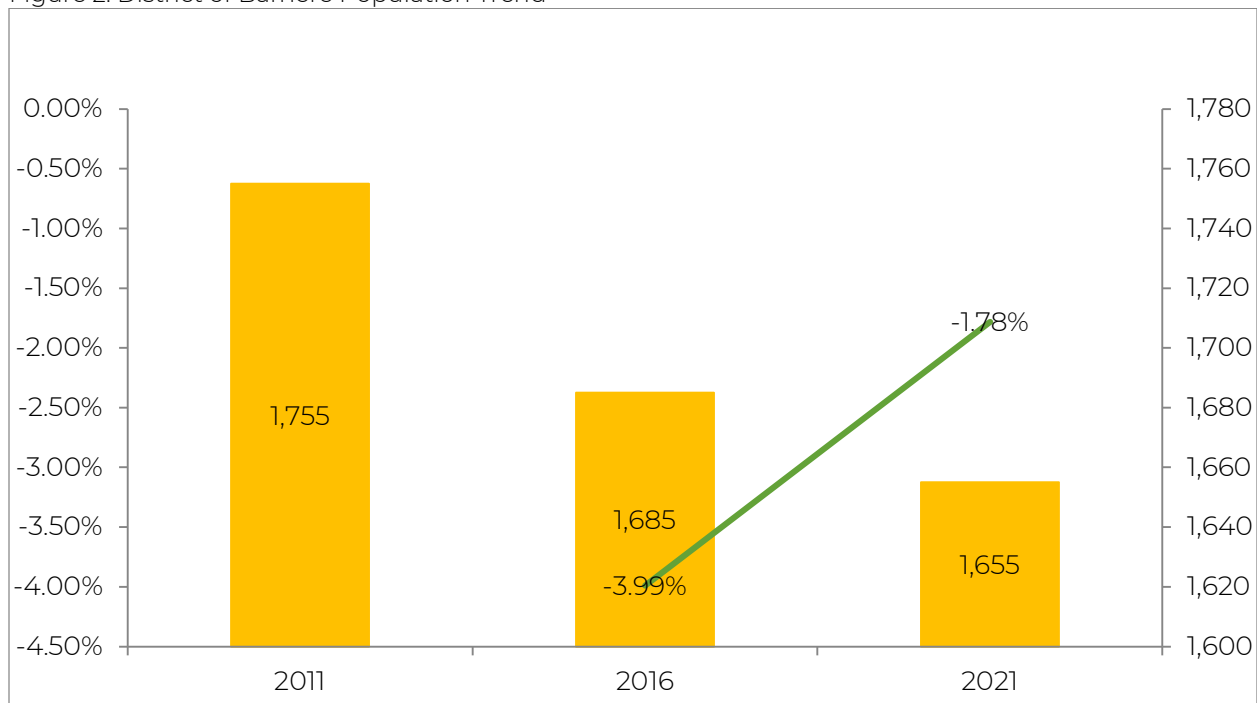


Demographics

According to Statistics Canada Custom Census Reports, between 2011 and 2021, the District of Barriere has seen population declines at a rate of 0.6% per annum, or a total population decline of 5.7%. The latest census period saw the population decline by 1.8% (annual average of -0.4% per annum).

It is important to note that 2021 census figures are from a Pandemic year and will have various quirks associated with severely disrupted living and working patterns seen in May of 2021.

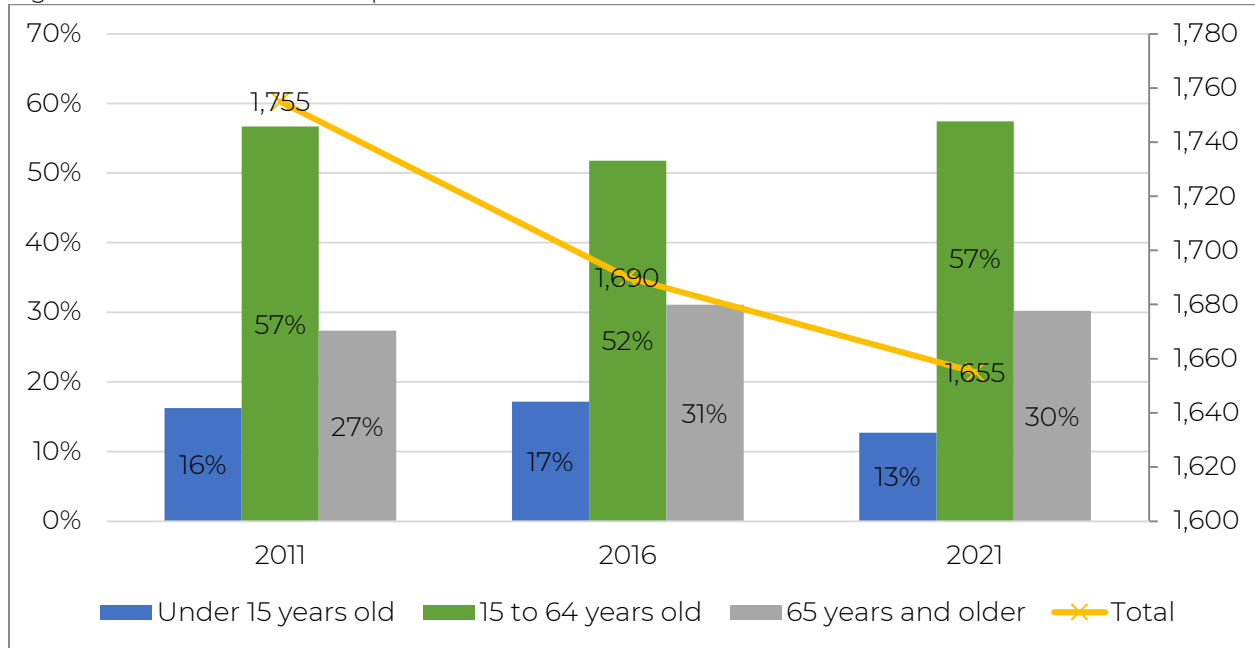
Figure 2: District of Barriere Population Trend



Source: Statistics Canada Census 2011-2021 (Custom data for BC Ministry of Housing)

Looking at the trends observed in various age cohort groups, the 15- to 64-year-old population experienced declines from 57% in 2011 to 52% in 2016; however, rose again to 57% in 2021. The under 15 age cohort declined from 16% in 2011 to 13% in 2021 while the 65 and over age cohort increased from 27% in 2011 to 30% in 2021.

Figure 3: District of Barriere Population Evolution



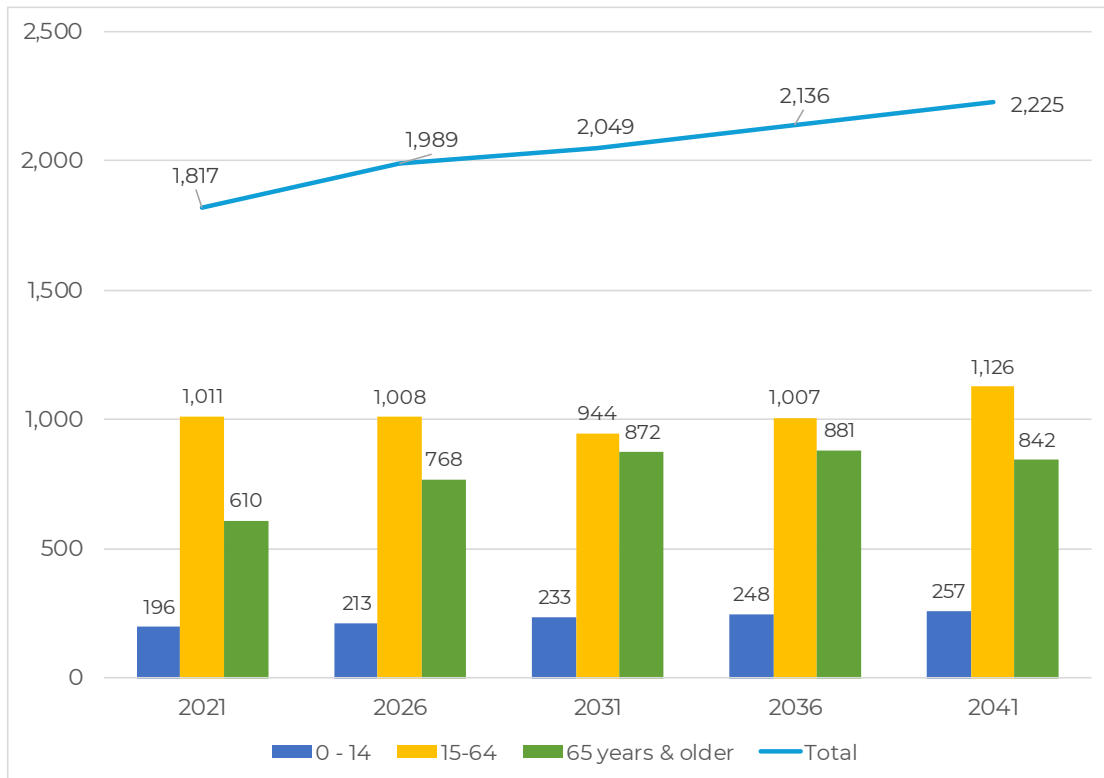
Source: Statistics Canada Census 2011-2021 (Custom data for BC Ministry of Housing)

BC Stats Population Projections are an important component of housing needs projections. The District of Barriere is anticipated to experience steady population growth, expanding the population base by a total of 22% between 2021 and 2041 (1.02% per annum). This is compared to the TNRD which is projected to see population growth at a total rate of 30% between 2021 and 2041 (1.3% per annum average), and in BC at a total rate of 38% (1.6% per annum average).

The over 65 population is projected to grow by 38% between 2021 and 2041, while the under 15 age group will increase by 31%. The senior population is anticipated to grow and will comprise upwards of 43% of Barriere's population base by 2041. The 15-64 age cohorts are projected to experience a slower growth of 11%, comprising of 51% of the total population in 2041.

Table 2: District of Barriere Population Projections

	Year	0 - 14	%	15-64	%	65 years & older	%	Total
	2021	196	11%	1,011	56%	610	34%	1,817
	2026	213	11%	1,008	51%	768	39%	1,989
	2031	233	11%	944	46%	872	43%	2,049
	2036	248	12%	1,007	47%	881	41%	2,136
	2041	257	12%	1,126	51%	842	38%	2,225
Change in Population 2021-2041 (%)		31%		11%		38%		22%
Avg. Annual Population Change (%)		1.36%		0.54%		1.62%		1.02%



Source: BC Stats, P.E.O.P.L.E. Population Estimates and Projections (July 12, 2024)

Additional Demographic & Housing Statistics

Please refer to Appendix 1 for additional demographic and housing statistics from the 2021 Census, BC Assessment, BC Housing, among other data sources.

Some of the pertinent findings include:

- The number of 1 person households in Barriere have been gradually declining from 34% of households in 2011 to 30% of households in 2021. 2 person households have increased from 36% in 2011 to 44% in 2021. 3 or more person households have stayed relatively steady comprising some 27% of households in 2021. Average household size is 2.2 persons per household in 2021, which has held relatively steady between 2011 and 2021.
- In terms of education levels, Barriere has a higher proportion of individuals with no certificate, diploma or degree (23%), as compared to TNRD (15%), and BC (13%). 4% of individuals have university education at a bachelor's level or above in Barriere as compared to 17% in TNRD, and 29% in BC.
- Barriere has a median total household income of \$66,500 as of 2020, which is 78% of BC's median total household income of \$85,000. The least well-off households were 1-person households (\$29,000 in Barriere vs. \$43,200 in the Province). Lone-parent families also have incomes well below the median total income of economic families in Barriere (\$63,200 vs. \$70,500).
- 28% of households in Barriere earn more than \$100,000, as compared to 40% of TNRD households, and 42% of households in the Province.
- In Barriere, renter households have median household incomes approximately \$8,400 below owner households, as per the 2021 census (\$70,000 for owner households and \$61,600 for renter households). The income gap is much wider in both the Regional District and Province where owner households have incomes more than \$35,000 above renter household median incomes.
- 81% of private dwellings in Barriere are single-detached homes as per the 2021 census. 15% of Barriere's housing stock is comprised of movable dwellings. In terms of the breakdown of housing units by number of bedrooms, the majority of housing units (93% as of 2021 census) are

housing that may be suitable for families (2 bedroom, 3 bedroom, and 4+ bedroom units). 1 bedroom units make up just 7% of occupied dwellings in Barriere, with no studio units recorded in the 2021 census. The lack of studio and 1 bedroom units can potentially result in challenges for households who may only be able to afford or maintain smaller units, such as seniors. Smaller units can also provide much-needed affordable housing for low-income individuals.

- 35% of homes in Barriere were built between 1961 and 1980. While 23% of the housing stock was built between 2001 and 2021.
- The District of Barriere had a homeownership rate of 89% in 2021, higher than the Provincial rate of 67%. This amounts to 680 homeownership households and 80 renter households as of the 2021 Census.
- The District of Barriere contains only one non-market housing unit under BC Housing Administration. This is one unit that offers rent assistance in the private market. The TNRD Study Area contains a total of 607 non-market units (the Study Area excludes the City of Kamloops which contains the majority of non-market units in the TNRD).
- In Barriere, no private households were found to be below the suitability standard in 2021 (The suitability standard refers to whether the dwelling has enough bedrooms for the size and composition of the household). As a comparison, 2% of homes in the TNRD, and 5% of homes at the provincial level were found to be below the suitability standard.
- 5% of total private dwellings (40 housing units) were to be below adequacy standards in Barriere, implying that they require major repairs. This is compared to 5% of dwellings in the TNRD, and 4% of dwellings in the Province.
- Per the 2021 census data, 14.3% of Barriere households were identified as being in Core Housing Need, which is down considerably from 22.5% in 2011. This is compared to a rate of 10% in the TNRD and 13% in the Province as of the 2021 census.
- Extreme Core Housing Need afflicted 3% of households in Barriere in 2021, compared to 5% in the TNRD, and 7% in BC.

- 9% of households in Barriere were found to be below the affordability standard (whether a household spends 30% or more of their before-tax income on housing). This is compared to 15% in the TNRD and 20% in the Province.
- Those households in unaffordable, inadequate and unsuitable housing have been declining between 2011 and 2021 in Barriere. For example, those households below the affordability standard have seen declines from some 18% of households below the affordability standard in 2011 to approximately 9% of households in 2021. Furthermore, those in inadequate housing have declined from 13% in 2011 to 5% in 2021. As a result, those Barriere households living in core housing need have declined from 23% in 2011 to 14% in 2021. This is compared to the TNRD (core housing need of 10%) and in the Province (core housing need of 13%).
- It is important to note that the 2021 census data was largely collected in May 2021. Thus, the impacts of the COVID-19 pandemic have likely affected particular areas such as employment and incomes.
- In terms of housing values provided by BC Assessment, the District of Barriere had an average house value (average across all housing types) of approximately \$502,000 in 2023, an increase of 24% over 2022 when average house values were calculated at \$404,000. This showcases many of the concerns voiced by stakeholders and residents, regarding housing costs continuing to rise and being out of reach for many in the community.
- Per the 2021 Census, the average renter shelter cost (rent and utilities) in Barriere was \$980, or about 66% of BC-wide levels. The numbers from the Census suggest that average monthly rents in Barriere have risen by 27% percent between 2011 and 2021, from \$771 to \$980. This is below the rental increases seen at the Regional District level (33%). Rents have increased at an even higher rate in the province at 39%. This compares to an approximately 19% level of general inflation according to the Bank of Canada's Consumer Price Index between 2011 and 2021.

Appendix 1 contains further data tables and charts reflecting demographic and housing characteristics of the District of Barriere.

3. Housing Needs Projections

The following Tables calculate the 20-year and 5-year housing need by the methods specified by the Province in the summer of 2024.

The tables were created using the BC Ministry of Housing’s methodology for Housing Needs Reports. It is noted that data limitations exist for the District of Barriere as it was incorporated after 2005. As 2006 census data is not available for the District of Barriere, the calculations implement the available census data (2011, 2016, and 2021), as is stipulated within the provincial guidelines.

It is built from six components.

- Supply of units to reduce extreme core housing need
- Supply of units to reduce homelessness
- Supply of units to address suppressed household formation
- Supply of units needed to meet household growth over the next 5 to 20 years.
- Supply of units needed to meet at least a 3% vacancy rate.
- Supply of units needed to meet local demand (municipalities only)

Like all models, this method is a compromise between several goals and constraints (such as accuracy, detail, data availability, and suitability for widespread use and further) that leave it necessarily imperfect. But it is designed to take account of both social variables (such as homelessness, population growth estimates) as well as variables that reflect market demand such as rental vacancy rates.

The model does not directly deal in economic viability, which is a weakness. As such, the cost of construction or level of prices and rents are not incorporated. Under this scenario, it is possible for the model to generate numbers for required new housing that might not be buildable under present costs for current market rents and prices. The province has, however, provided a

‘demand adjustment factor’ for each municipality intended to provide some market input. The model is not trying to create a market-based estimate of how much housing ought to be built, however it does incorporate the ‘local demand’ figure, which is a number provided by the Province with limited background information or documentation.

Due to limits on data availability, some categories are based upon taking the region-wide estimate and portioning it out to each town, city, village, or electoral area by population. In some cases, this may result in unintuitive or unreasonable estimates, especially where Regional Districts are internally diverse or where small population sizes create potential for outliers. Results should be interpreted considering these limitations.

First calculated is the 20-year estimate, and then the 5-year estimate based upon the province’s weighting of each sub-category’s importance for immediate address. For example, the total number of housing units to address homelessness is distributed over 10 years, recognizing the urgent needs of this population. While for other components, the housing units are distributed over 20 years with one-quarter of units to be delivered every 5 years.

The estimates are for the period 2021 to 2041, which is to align with the Census. They are at this point three years out of date, however they still provide an insight into housing needs in the area. For some purposes, 2021 is a ‘odd’ year, with incomes, prices, and economic activity strongly effected by the Covid-19 pandemic and associated responses. Some figures, such as core housing need, were strongly affected by income support policies, and may not be comparable. Census population figures are based on population in private households rather than the total population including collective households.

Part A: Supply of Units to Reduce Extreme Core Housing Need

This statistic refers to the Census estimate of households (both renters and homeowners) that are regarded by Statistics Canada as having housing that has an unsuitable number of bedrooms for the household size or is in an inadequate state of repair, and the household spends 50% or more of pre-tax income on housing costs without being able to find affordable, adequate, suitable housing in the community. These figures are based upon an average across the 2011, 2016 and 2021 Censuses.

The following table shows total owner and renter households in the four previous census years (Step 1).

Table 3: Households by Tenure

Barriere			
Total Households	2011	2016	2021
Owners	695	665	680
Renters	110	125	80

The below table shows the total number and proportion of owners with a mortgage¹ and renter households in Extreme Core Housing Need in the four previous Censuses (Step 2).

Table 4: Extreme Core Housing Need

Barriere							
	2011		2016		2021		
Extreme Core Housing Need	#	% of total	#	% of total	#	% of total	Average ECHN Rate
Owners with a mortgage		n/a		n/a	25	3.68%	3.68%
Renters	0	0.00%	10	8.00%	0	0.00%	2.67%

These are combined in the next table to represent the number of units necessary to provide replacement housing for households in extreme core housing need. This is based on the average rate over the previous four censuses.

¹ Data on owners with a mortgage is not available for Censuses before 2021

Table 5: Extreme Core Housing Needs Rates

Barriere			
Total Households	2021 Households	Average ECHN Rate	Households in ECHN
Owners	680	n/a	n/a
Owners with a mortgage		3.68%	25.00
Renters	80	2.67%	2.13
Total New Units to Meet ECHN - 20 years			27.13

As shown in the above table, there are just over 27 units worth of assessed housing needs to address Extreme Core Housing Need over 20 years, driven by rental housing costs.

Part B: Supply of Units to Reduce Homelessness

The following table apportions the homeless population of the Thompson-Nicola Regional District by the population of the District of Barriere. Data is drawn from the Province's Integrated Data Project for the year 2021 and accounts for individuals who have received income assistance, and had no fixed address for three consecutive months or have stayed in a BC Housing affiliated shelter for at least one night, or both. This figure is based on regional need rather than homelessness rates specific to Barriere.

According to the 2021 Estimate of the Homeless Population in British Columbia, there are 1,151 people experiencing homelessness in the Thompson-Nicola Regional District.² The following table apportions the homeless population of the Regional District by the population of the District of Barriere. As such, the proportional local number of people experiencing homelessness for Barriere is calculated at 13.68.

The Provincial methodology implements this figure to refer to the total new units needed to address homelessness over 20 years in the District of Barriere. This calculation assumes that one permanent housing unit is required per person experiencing homelessness.

² Ministry of Housing, BC Housing, 2021 Estimate of the Homeless Population in British Columbia

Table 6: District of Barriere Homelessness

Barriere				
Regional Population	Local Population		Regional PEH	Proportional Local PEH
	#	% of Region		
139,265	1,655	1.19%	1,151	13.68
Total New Units - 20 years				13.68

PEH refers to People Experiencing Homelessness.

Part C: Supply of Units to Address Suppressed Household Formation

Often household size is taken as a given in demographic estimates, however the number of people per household is sensitive to the cost and availability of households. In a community undergoing housing stress there will be unusually large numbers of adult children living with their parents, unusually large numbers of roommates, unusually large numbers of couples cohabitating more early in their relationships than they might otherwise or couples staying in dysfunctional relationships due to housing costs and availability.

This figure is calculated based upon 2011 census data, assumed to be a time when housing pressures were less intense to calculate a baseline level of household headship rates by renter/owner status and age cohort. This is then compared to present population household headship rates to estimate how many households would have formed if the housing had been available.

Detailed calculations are provided in Appendix 1.

Table 7: Supressed Households

Barriere							
Age Categories – Household Maintainers	2021 Potential Households		2021 Households		2021 Suppressed Households		
	Owner	Renter	Owner	Renter	Owner	Renter	Total
15 to 24 years	0.00	0.00	15	0	-15.00	0.00	0.00
25 to 34 years	71.35	0.00	45	20	26.35	-20.00	6.35
35 to 44 years	77.00	0.00	70	20	7.00	-20.00	0.00
45 to 54 years	67.20	0.00	60	15	7.20	-15.00	0.00

55 to 64 years	96.48	81.25	185	0	-88.52	81.25	0.00
65 to 74 years	193.06	0.00	170	0	23.06	0.00	23.06
75 years and over	159.09	0.00	140	15	19.09	-15.00	4.09
Total New Units to Meet Suppressed Housing Need - 20 years							33.51

As above, household maintainer rates have largely been suppressed for 65–74-year-olds, and to a lesser degree for 25- to 34-year-olds, and those 75 years and over.

By this estimate, there are a shortfall of about 34 units to address suppressed household formation over 20 years.

Part D: Supply of Units to Meet Projected Growth

This segment is based upon BC Stats PEOPLE model of population growth, used by the Province for planning purposes. This statistic is drawn from BC Stats Household projections. BC Stats projections were harmonized with Statistics Canada in 2022 and are based upon a model using age and sex cohort data to estimate future population change from expected births, deaths, and migration. This is supplemented with data on employment, residential building permits, community plans and other indicators of housing availability.

As such it is important to note that this is *not an independent variable*. The amount of housing permitted in the past will shape population growth and shape this model's projection of future household growth. Because this data is so dependent on past policy outcomes, it should not be used on its own to inform housing needs.

The figure used by the province is a combination of two scenarios, one based upon municipal growth projections, and one based upon regional projections. As local cities and towns necessarily exist in regional housing markets, this approach reduces the impact of local specifics.

The first table will show the 20-year household projections for Thompson-Nicola Regional District. The Regional Growth rate is calculated at 36.8%.

Table 8: Regional Growth Rate

Barriere			
Regional District Projections	2021	2041	Regional Growth Rate
Households	59,885	81,923	36.80%

The regional population growth projection (as apportioned) is averaged with the municipal projection to arrive at a 20-year estimate of housing need through projected population growth.

Table 9: Projected Growth

Barriere				
Growth Scenarios	Regional Growth Rate	Households		New Units
		2021	2041	
Local Household Growth	n/a	760	1,001.00	241.00
Regionally Based Household Growth	36.80%	760	1,039.68	279.68
Scenario Average				260.34

Total New Units to Meet Household Growth Needs - 20 years	260.34
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Here the province estimates that the District of Barriere will require approximately 260 units to accommodate projected population growth, subject to the methodological limitations described above.

Part E: Supply of Units Needed to Reach At Least a 3% Vacancy Rate

Rental vacancy rates are a reliable indicator of limited housing supply, and it is often held that that a 3% vacancy rate is a 'balanced' level. When vacancy rates are below 3%, they suggest that there are more potential households seeking tenancies than there are available tenancies, and that rent will tend to rise. When vacancy rates are above 3%, rents will tend to moderate as landlords have a harder time attracting tenants.

Rental vacancy rate data is drawn from the CMHC's Primary Rental Market 2021 Vacancy Rate data, which is based on a survey of purpose-built rental landlords. As this data is collected only for population centres above 10,000, where this data is not available rental vacancy is assumed to be the provincial average (1.4%). Though this figure is drawn from purpose-built rentals only, it is assumed that the whole market, including rented condominium units, rented houses, and other small-scale residential land-lording operations follow similar trends. As such the vacancy rate is compared to the total number of rental households. Where Vacancy rates already exceed 3%, this is treated as a need for 0 new units.

Table 10: District of Barriere Vacancy

Barriere				
	Vacancy Rate	Occupied Rate	Renter Households	Estimated Number of Units
Target Vacancy Rate	3.00%	97.00%	80	82.47
Local Vacancy Rate	1.40%	98.60%		81.14
Total New Units to Achieve 3% Vacancy Rate - 20 years				1.34

For these purposes, the local rental vacancy rate in Barriere is assumed to be the provincial average as CMHC does not collect rental market data for smaller population centres. Under this estimate, 1 unit is needed over the coming 20 years to achieve a 3% vacancy rate.

Part F: Supply of Units Needed to Meet Local Demand

This component calculates additional demand for housing beyond the minimum units required to adequately house current and anticipated residents. The 'Demand Buffer' is intended to provide sufficient additional units to enable overall residential market 'health'.

A demand factor has been calculated for each municipality and is based on a ratio of housing price to housing density. This figure is a number provided by the province with little documentation. Its purpose is to include a market demand element in the housing needs forecast. The demand factor for the Barriere has been calculated at 1.48.

Table 11: Demand Buffer

Barriere	
Component	Result
A. Extreme Core Housing Need	27.13
B. Persons Experiencing Homelessness	13.68
C. Suppressed Household Formation	33.51
E. Rental Vacancy Rate Adjustment	1.34
Total	75.66
Demand Factor	1.48
Total New Units to Address Demand Buffer - 20 years	111.73

The Barriere demand factor is then multiplied by the sum of the number of units recommended by Extreme Core Housing Need, Homelessness, Suppressed Household Formation, and the rental vacancy rate. This reveals the additional local housing demand of approximately 112 units as per the 20-year total.

Total Assessed Housing Need

Under the Province's formula, the assessed housing need is as follows, summing all previously discussed factors:

Table 12: District of Barriere Housing Need Total

Barriere		
Component	5 Year Need	20 Year Need
A. Extreme Core Housing Need	6.78	27.13
B. Persons Experiencing Homelessness	6.84	13.68
C. Suppressed Household Formation	8.38	33.51
D. Anticipated Growth	124.74	260.34
E. Rental Vacancy Rate Adjustment	0.33	1.34
F. Additional Local Demand	27.93	111.73
Total New Units – 5 years	175	
Total New Units – 20 years		448

The 5-year need calculation is for most purposes $\frac{1}{4}$ of the 20-year calculation, however, to address homelessness it is expected that those units will be 50% delivered in 5 years, while the 5-year projected growth adjustment is based upon BC Stats 5-year growth projection.

The assessment calls for a 20-year (2021 to 2041) need for 448 units in the District of Barriere. The 5-year need (2021 to 2026) is calculated at 175 units, representing 39% of the total demand.

This suggests an increase in the housing stock of 21% over the next five years and 53% over the next twenty years over the current census dwelling count.

As can be seen above, the largest part of the housing needs assessment is in the 'Anticipated Growth' figure, projecting 260 units over 20 years. It is important to note that this factor is based on the average of regional based household growth and local household growth from BC Stats' Household Projections for the year 2021 to 2041.

4. Community & Stakeholder Engagement

Gathering feedback and insights from the community and stakeholders played a significant role in informing the Thompson-Nicola Regional District Housing Needs Report. Engagement activities included a survey and key informant interviews.

The purpose of the Community Survey was to gather input in terms of the current and emerging housing needs of TNRD residents, and understand the challenges residents may face as they seek housing across the continuum. The survey was conducted over a 6 week period in June and July 2024. It was made available online through the TNRD and participating local government websites. Hard copies of the survey were also available at Municipal Halls. The survey was completed with 523 complete responses and 983 incomplete responses. 26 (5%) of the complete responses were noted by respondents as living in the District of Barriere.

Interviews and discussions were held with identified stakeholders in the TNRD including affordable housing operators, business owners, non-profits, and First Nations over the months of July and August 2024. Interviewees were asked about specific issues, challenges and concerns related to housing in the region/community.

Common themes surrounding housing supply and affordability were identified throughout the engagement process. These themes will be further explored in the context of the local areas throughout the report, including Section 5, Key Areas of Local Need.

The following provides a selection of survey responses from Barriere residents:

- Availability/supply of rental housing; availability/supply of seniors' housing; cost of construction; and availability/supply of affordable housing (ownership or rental) have been identified as the most pressing housing issues in Barriere.
- 19% of Barriere survey respondents stated that they paid more than 30% of their before-tax income on housing. This is compared to total Study Area

survey respondents whereby 43% identified that they spend more than 30% of their income to pay for housing.

- 12% of Barriere survey respondents stated that they believed their housing costs are not affordable for them as compared to 40% of total Study Area survey respondents.
- 23% of Barriere respondents stated that they have had challenges accessing rental housing in the community.
- The most common responses as to what housing forms are needed in Barriere included: supportive housing units (ex. seniors' housing and housing for those with disabilities), apartment buildings with fewer than 5 storeys, purpose-built rentals; and single-detached homes.

A selection of comments (unedited) from Barriere survey respondents in terms of housing forms that are needed, includes:

- “Two stories - batchelor, 1 bed and 2 bed options”
- “Low cost housing”
- “We are a aging community, housing for seniors”
- “Additional units added to the Yellowhead Housing on Barriere Town Road”
- “More is required as seniors are having to move into Kamloops.”
- “Senior housing with yards for pets”
- “Seniors housing to help people stay close to family & friends”
- “Mid range priced homes that are rentals with low maintenance “
- “Make more affordable housing, perhaps similar to subsidized housing per income.”
- “Lots of seniors here who don't need their whole house/yard, but can't afford to downsize.”

- “Bare land strata”
- “Shelters for abused women”
- “Housing that is more handicapped accessible”
- “The survey mentions seniors but also students/recently moved out of parents home needs rental housing close to smaller towns too otherwise the kids move away”

A selection of responses from Barriere residents (unedited) as to how housing could be improved in the community/region, include:

- “Reduce bureaucracy and costs of construction. Permit secondary dwellings on acreages. Bare land strata mobile home parks. Keep districts and municipalities out of the housing market and supply. Encourage developers to build to needs.”
- “The current BC Building Code has seen significant changes lately that while are good for the environment (step-codes etc), but DRAMATICALLY increase the cost of building a home or building secondary dwellings. So they just aren't getting built when maybe only 5 years ago, they would have because the building code regulations were more reasonable. In addition, the current BC Rental Tenancy laws have swung SO FAR into the direction of the tenant, including extremely long dispute resolution hearings, it's too scary for many regular homeowners to consider renting out their home or part of their home when they have very little rights should the tenant decide to not pay rent or destroy the home. I have great tenants right now, but the two tenants beforehand cost us over \$5000 each in repairs and lost rent revenue. When these tenants eventually move (they're seniors), we will be putting the home on the market for sale instead of back into the rental pool. It's not worth the risk. Protection for tenants is important, but when it goes too far in that direction, everyday home owners are choosing to NOT open up their available spaces for rent. I'm hearing that more and more. So with the increase building costs from the building code to CREATE additional rental spaces, to landlords seeing too much of a risk should the tenants choose not to vacate, pay rent or breach contract, the resolution process is STILL too daunting (even though some improvements have been made over the past 12 months) to

consider undertaking the risk, the Province's Bill 44 legislation changes only address a small portion of the problem. It's a step in the right direction, but it falls short. Relax some of the BC Building Code requirements (step-code etc. that are extremely costly) for a period of time, as well as give landlords some more effective avenues to deal with tenancy breaches.

- “more housing for seniors. Want to live in an area that is 55 and older but not a seniors home one level housing no stairs. I want to have my freedom but have people my age around me

we don't have any transit in our area so housing around what our community has to offer so that people can walk to get what they need and not have to worry about the costs of fuel or vehicle costs”

- “Financial programs/incentives for people to upgrade spaces. Regardless of income level, we are all strapped for cash these days but would like to help.

Incentive for trades to help rural communities - some of the contractors and trades available here are less than desirable.”

- “More realistic regulations with input from the construction sector in drafting the regulations. Allow people to live in a recreational unit while building their home on their own property. With a 1-5 year permit. Allow in law suites and carriage housing.”
- “Housing suitable to young adults in town”
- “Need government to work together for infrastructure and housing needs”

5. Key Areas of Local Need

Like many communities in the Regional District, the District of Barriere faces housing challenges stemming from increasing unaffordability/increasing costs of housing, a lack of affordable and suitable rental housing supply, and an aging population. The findings from the analyses, stakeholder consultations, and surveys suggest the following key concerns:

Expand Non-Market & Supportive Housing Options

Study findings reveal a need for those who are at-risk of homelessness or with very low-income including housing for low-income individuals, low-income families, low-income seniors, and those with disabilities in Barriere.

According to the 2021 census there are a recorded 105 households in Core Housing Need, of which 25 are in Extreme Core Housing Need. Furthermore, 65 Barriere households are living below the affordability standard. Currently, there is only 1 non-market housing option available in the District of Barriere.

Housing needs projections indicate the need for a combined 41 units to address extreme core housing need and homelessness in the community over the next 20 years.

Stakeholder discussions and community survey respondents emphasized the need for low-income housing for singles, families, seniors, and those with disabilities.

Options, working with the Province and with social services providers are on a spectrum including:

- Short term safety net housing
 - Emergency Shelters
 - Shelters for people fleeing domestic violence
- Supportive housing
 - Assisted living for seniors

- Housing for the disabled
- Subsidized Housing
 - Independent living with below market rents
 - Mixed use market/non-market housing

Often these uses can be mixed, to provide a range of options on site, meeting multiple needs as well as market revenue to reduce the need for wider subsidy.

By nature, non-profit development doesn't have a lot of wiggle room. There are no profits to cushion unexpected expenses, as profits are pre-committed to providing affordable housing, and there are often higher costs to build and operate. With that narrow window of success, it's important that non-profit housing be as unburdened by costs and permitting process as practical. The more that things can be done quickly, predictably, and affordably, the more surplus there can be to sustain below-market rents and social services.

Potential ways in which non-market housing can be made more viable are through: Reduced property taxes and construction charges, making municipal land available to non-profits through creative land grants/leases etc., assisted with direct aid, or assistance in working with senior government.

Expand Rental Housing Supply

One of the most pressing concerns in the District of Barriere is a lack of available and affordable rental units. Between 2011 and 2021, average rents in Barriere increased by 27%. 23% of Barriere survey respondents noted facing difficulties accessing rental housing. Barriere residents have noted that young people are more likely to move away if rental housing supply continues to be unavailable.

A lack of available rental stock will tend to push upward pressure on rents. This will in turn push residents out of the bottom of the housing market, as the most vulnerable or least well-resourced members of the community find themselves unable to pay new market rents if they are required to move, which contributes both to departure from the area and homelessness.

There is a need for both market rental units and non-market rental units in the community. Market rental units are offered by private landlords and rented at

rates set by the market. This includes purpose-built rental housing, as well as housing within the secondary rental market, including basements suites and other investor-owned houses or units. Non-market rental units are units owned or subsidized by government, a non-profit society or a housing cooperative and charge below market rents.

There are also programs offering rent assistance in the private market. This involves providing housing subsidies to eligible low-income families and low-income seniors with cash assistance to help with their monthly rent payments in the private market. This includes BC Housing's Rental Assistance Program (RAP), and the Shelter Aid for Elderly Renters (SAFER) program.

Address Housing Needs of the Aging Population

Based on the BC Stats' population projections, Barriere is expected to grow by 22% between 2021 and 2041. The over 65 population is expected to grow by a significant 38% between 2021 and 2041, adding a new increase of roughly 232 seniors between 2021 and 2041. This has been emphasized in the community engagement survey in which respondents have stressed the need for affordable housing for seniors.

Senior's housing needs evolve with age. Key challenges will include the maintainability of the housing stock as residents grow older. As residents age and wish to remain in the community, many of them will look for options to downsize and which are less maintenance intensive, such as apartments, condominiums, or secondary suites. Furthermore, an aging population presents accessibility issues, as stair-access housing becomes more of an obstacle. Such housing needs can be met by the provision of market and non-market elevator access apartment housing, as well as low-rise forms designed for accessibility. A key challenge will also be the need for housing that is livable for non-motorists. Providing suitable housing options within a walkable and central locale close to shops and services is recommended.

Inter-generational living and extended households in various housing forms can be seen as favourable options for many families. Secondary suites and carriage homes can provide families with the space to accommodate multi generations. Indeed, encouraging secondary suites, carriage houses, garden suites, and a broader variety of other dwelling types in existing neighbourhoods may allow residents to stay within their community

throughout the life cycle (e.g., from single, to young family, to middle-age, to empty nesters, to senior).

Potential actions to promote greater accessibility in housing for seniors include:

- Encourage universal design standards in newer residential products. The goal of the universal design movement is to make the indoor and outdoor home environment more accessible to people of all ages and abilities. There are numerous design features that universal design guidelines recommend; initially focus on the four main features that make homes accessible to those with impaired mobility and fine motor skill:
- Step-free entries and single floor living, which eliminate the need to navigate stairs.
- Switches and outlets reachable at any height
- Wide hallways and doors to accommodate those in wheelchairs.
- Lever-style door and faucet handles.
- Encourage secondary suites, carriage houses, and a broader variety of other dwelling types in existing neighbourhoods to allow residents to stay within their community throughout the life cycle (e.g., from single, to young family, to middle-age, to empty nesters, to senior).
- Promote medium-density, ground-oriented housing and set standards for accessible, barrier-free housing.

Addressing these housing challenges will require partnerships, incentives, collaboration and resources from other sectors beyond a municipal level in order to make an impact on housing affordability.

6. Actions to Address Housing Needs

The Previous District of Barriere Housing Needs Report was completed in 2020.

Since that time, the District of Barriere reports that it has worked on the following to reduce housing needs:

- The District of Barriere has streamlined its Building Permit application process, significantly reducing time and red tape. For those with all the required plans and documents, and depending on the complexity of the project, obtaining a building permit can take only a few days in many cases.
- The District of Barriere has also applied for grant funding with the Province to facilitate a full re-write of its Development Approval Process which will help guide both staff and applicants through the often daunting processes required with larger development planning. Support and reassurance in the process will give builder/developers the confidence that investing in Barriere's real estate/housing market is a sound choice.
- Barriere has also submitted a Crown Land tenure application in partnership with Simpcw First Nation to support both communities long term plan that will encourage the development of a full-time senior care housing facility.
- Approved a number of site-specific rezoning applications to permit multi-family dwellings.
- Approved a number of site-specific rezoning applications to permit a smaller lot size for residential lot subdivisions.
- In order to accommodate a 25 lot, fee-simple, subdivision in which a connection to municipal wastewater service is necessary, amended a long-term wastewater plan to include the previously ineligible property.
- Review of our Asset Management Plan for water and wastewater upgrade planning.

7. Housing & Transportation

This section explores the benefits of having housing near transportation infrastructure that supports walking, bicycling, public transit, and other alternative modes of transportation.

The following data is from the last two census reports regarding commuting by foot, by bicycle and by transit in the District of Barriere. 2016 figures have included to show pre-pandemic figures as well. Transit, for Census purposes, includes bus, train, passenger ferry and other modes, however data is self reported.

Table 13: Main Mode of Commuting for the Employed Labour Force age 15 Years and Over with a Usual Place of Work or No Fixed Workplace

	Foot (2021)	Bike (2021)	Transit (2021)	Total Commuters (2021)	Total Mode Share 2021 (%)	Total Mode Share 2016 (%)
Barriere	15	0	0	510	2.9%	4.6%
TNRD	3,270	470	1,915	56,280	10.0%	10.5%
British Columbia	121,550	36,790	174,045	1,873,690	17.7%	22.4%

Source: Census 2016, 2021, Urbanics Consultants Ltd.

These do not reflect total use of feet, cycling, and transit to get around the community, however they do reflect a widely available statistic that is useful for comparisons, and tends to reflect the overall attractiveness of non-car transportation in each area. Barriere is vehicle dominated with 91% commuting by car, truck or van. A reported 3% of the employed labour force commute by foot in the community, with no cyclists or transit riders as reported within the census. It is important to note that 2021 Census data was collected during the COVID-19 pandemic in April 2021 which likely impacted commuting data.

Barriere recognizes the importance of having housing near transportation infrastructure that supports sustainable modes of transportation. Barriere's Official Community Plan (OCP) identifies sustainability goals to create walkable and accessible communities with a range of housing opportunities and

choices. A vision within the OCP is a community transportation system that provides regular access to Kamloops.

Housing in proximity to alternative transportation can take several forms. These include:

- Locating housing near bus stops (where available)
- Locating housing near sidewalks, multi-use pathways, biking infrastructure and community trails
- Locating housing near to employment, near to commercial amenities, and near to public services.

Where this requires infrastructure or services, it is important that infrastructure or services be of sufficient quality to be useable and safe to the public. This requires that residents not feel uncomfortable crossing the street, or riding a bike, that the bus comes often enough to be useful for daily transportation.

The importance of locating housing close to alternative transportation lies in several benefits:

- The reduction of infrastructure burden
- Reduced traffic
- Improved safety
- Accessibility
- Public Health and wellbeing

Figure 4: Benefits of Housing in Proximity to Active Transportation



Source: Housing, Infrastructure and Communities Canada, *Active Transportation Fund*

Housing placed with alternative transportation in mind benefits the public by reducing the cost of infrastructure. A resident living within walking or cycling distance is one that may potentially not drive to work, reducing traffic congestion and wear and tear on the roads, reducing demand for parking at public and private amenities as well as job sites. A multi-use pathway is much smaller and lower maintenance than a two-lane roadway, so that even if usage might be much less, the overall burden on the public can be reduced.

Additionally, the burden of water runoff is reduced. Multi-use pathways require much less hard-surface pavement per user and divert less rainfall and snowmelt out of the soil, reducing the burden per user of stormwater management requirements such as sewers, culverts, ditches, and drains.

With respect to safety, a walker or cyclist or transit rider is another vehicle not on the road. According to Transport Canada there are 257.1 injuries per billion vehicle kilometres on British Columbia roads. Generally, safety statistics for bus riders are much better due to large vehicles that are professionally driven. Pedestrians and cyclist safety is a concern; however, this can be improved with better infrastructure and tend to improve with greater usage.

Accessibility can be improved through making walking, cycling, and transportation more attractive to residents of new homes. For starters, many disabilities preclude driving. Users of wheelchairs benefit from better sidewalks and multi-use pathways. Residents who need to drive benefit from reduced overall traffic congestion.

Lastly, locating housing to encourage pedestrianism and cycling encourage more physical activity, which can reduce the burden on the healthcare system as well as improve mood and fitness. Pedestrians and cyclists are found to be good potential customers by many businesses, as they can better interact with the street front.

The best way to help pedestrians, cyclists, and transit riders is make it easier to build infill housing in existing communities which already have shops, public services, schools, and places of work.

Appendix 1: Additional Demographic & Housing Statistics

Local Economy

Table 14: Major Economic Sectors (2011-2021)

Major Economic Sectors	District of Barriere			TNRD			BC		
	2011	2016	2021	2011	2016	2021	2011	2016	2021
Tourism	45 (8%)	75 (12%)	60 (9%)	8,250 (13%)	8,855 (13%)	7,645 (11%)	298,780 (13%)	332,215 (14%)	359,555 (13%)
Business finance and management	0 (0%)	30 (5%)	20 (3%)	2,740 (4%)	2,650 (4%)	2,570 (4%)	149,075 (6%)	153,115 (6%)	172,620 (6%)
Public services	90 (16%)	125 (20%)	135 (21%)	20,295 (31%)	20,055 (30%)	22,690 (32%)	672,880 (29%)	691,225 (28%)	849,645 (30%)
Manufacturing and innovation	270 (48%)	215 (35%)	260 (41%)	17,595 (27%)	18,580 (28%)	19,375 (28%)	596,340 (26%)	645,350 (27%)	773,980 (27%)
Trade services	160 (28%)	135 (22%)	140 (22%)	14,245 (22%)	13,315 (20%)	14,675 (21%)	475,490 (21%)	493,640 (20%)	573,660 (20%)
Other services	0 (0%)	35 (6%)	25 (4%)	2,670 (4%)	3,090 (5%)	2,985 (4%)	112,745 (5%)	112,330 (5%)	126,430 (4%)
Total	565	615	640	65,795	66,545	69,940	2,305,310	2,427,875	2,855,890

Table 15: Education Level (2021)

Education Level, 2021	District of Barriere	TNRD	BC
No certificate, diploma or degree	330 (23%)	17,945 (15%)	565,665 (13%)
Secondary (high) school diploma or equivalency certificate	485 (34%)	39,830 (34%)	1,238,000 (29%)
Postsecondary certificate, diploma or degree	630 (44%)	60,510 (51%)	2,396,755 (57%)
Apprenticeship or trades certificate or diploma	195 (13%)	13,360 (11%)	323,635 (8%)
College, CEGEP or other non-university certificate or diploma	355 (25%)	21,070 (18%)	711,810 (17%)
University certificate or diploma below bachelor level	25 (2%)	5,465 (5%)	161,600 (4%)
University certificate, diploma or degree at bachelor level or above	60 (4%)	20,615 (17%)	1,199,710 (29%)
Total		1,445	4,200,420

Table 16: Commuting Status (2021)

Commuting Status	District of Barriere	TNRD	BC
Commute within census subdivision (CSD) of residence	190 (54%)	33,735 (74%)	1,324,470 (65%)
Commute to a different census subdivision (CSD) within census division	155 (44%)	9,895 (22%)	638,830 (31%)
Commute to a different census subdivision (CSD) and census division (CD) within province or territory of residence	10 (3%)	1,380 (3%)	77,850 (4%)
Commute to a different province or territory	0 (0%)	400 (1%)	8,915 (0%)
	355	45,410	2,050,065

Household Trends

Table 17: Household Size (2011-2021)

Household Size, District of Barriere	2011	2016	2021
1 person	275 (34%)	265 (34%)	225 (30%)
2 persons	295 (36%)	345 (44%)	335 (44%)
3 persons	75 (9%)	65 (8%)	85 (11%)
4 persons	155 (19%)	55 (7%)	90 (12%)
5 or more persons	0 (0%)	60 (8%)	30 (4%)
Total - Private households by household size	810	785	760
Number of persons in private households	1760	1685	1660
Average household size	2.2	2.1	2.2

Table 18: Private Households By Household Type (2021)

Private Households by Household Type	District of Barriere	TNRD	BC
One-census-family households	485 (64%)	38,250 (64%)	1,270,210 (62%)
Without children in a census family	280 (37%)	19,035 (32%)	571,815 (28%)
With children in a census family	200 (26%)	19,215 (32%)	698,400 (34%)
Multiple-census-family households	25 (3%)	1,245 (2%)	61,885 (3%)
Non-census-family households	245 (32%)	20,395 (34%)	709,745 (35%)
One-person households	225 (30%)	17,130 (29%)	600,425 (29%)
Two-or-more person non-census-family households	20 (3%)	3,265 (5%)	109,315 (5%)
Total - Private households by household type	760	59,885	2,041,830

Household Income

Figure 5: Household Income By Income Group, Private Households (2020)

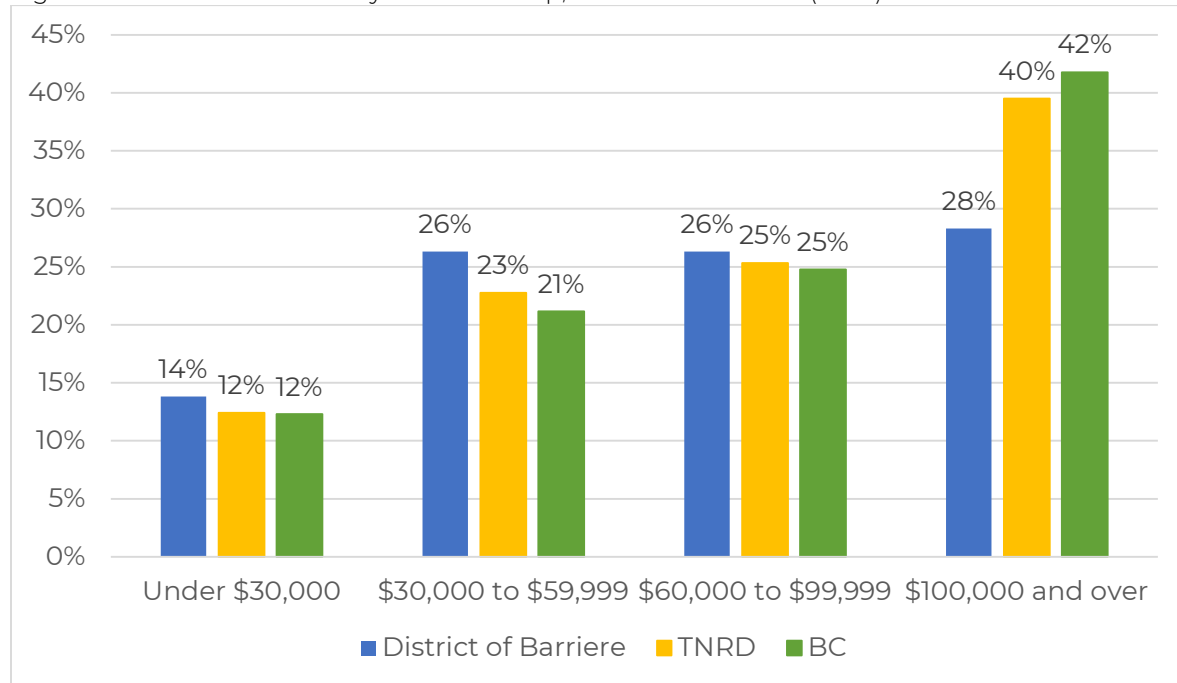


Table 19: Median Total Income By Type (2020)

Median Total Household Income (2020)	District of Barriere			% of BC Med Income	
	District of Barriere	TNRD	BC	District of Barriere	TNRD
Median Total Income of Economic families	\$82,000	\$103,000	\$107,000	77%	96%
		\$89,000	\$93,000		
Couple-only family	\$71,000	0	0	76%	96%
Couple-with-children family	\$105,000	\$140,000	\$138,000	76%	101%
	0	0	0		
Lone-parent family	\$63,200	\$67,000	\$70,500	90%	95%
	0	0	0		
Median Total Household Income	\$66,500	\$82,000	\$85,000	78%	96%
	0	0	0		
1-person households	\$29,000	\$40,000	\$43,200	67%	93%
	0	0	0		
2-or-more person households	\$82,000	\$103,000	\$108,000	76%	95%
	0	0	0		

Housing Unit Types

Table 20: Total Private Dwellings By Occupancy & Usual Residency (2016-2021)

Private Dwelling Types	District of Barriere		Ave. Annual Rate of Growth	TNRD		Ave. Annual Rate of Growth
	2016	2021		2016	2021	
Total private dwellings	816	848	0.77%	62,157	65,065	0.92%
Occupied by usual residents	787	760	-0.70%	55,504	59,885	1.53%
Vacant dwellings or dwellings occupied by temporary residents	29	88	24.86%	6,653	5,180	-4.88%

Table 21: Dwelling Units By Typology

Occupied Private Dwelling Units by Type	2011	2016	2021	Change 2011-2021	% Change	2021 % composition
Total occupied private dwellings	810	785	760	-50	-6	
Single-detached house	560	555	615	55	10	81
Semi-detached, row house and duplex	0	35	30	30	/	4
Semi-detached or double house	0	15	0	0	/	0
Row house	0	10	0	0	/	0
Apartment/flat in a duplex	0	10	20	20	/	3
Apartment in a building that has five or more storeys	0	0	0	0	/	0
Apartment in a building that has fewer than five storeys	20	15	0	-20	-100	0
Movable dwelling	140	185	115	-25	-18	15

Table 22: Occupied Private Dwellings By Number of Bedrooms

Occupied Private Dwellings by No. of Bedrooms	2011	2011 (% of total)	2016	2016 (% of total)	2021	2021(% of total)
Total occupied private dwellings	810		785		760	
No bedrooms	0	0	0	0	0	0
1 bedroom	25	3	70	9	50	7
2 bedrooms	330	41	220	28	260	34
3 bedrooms	290	36	290	37	280	37
4 or more bedrooms	165	20	210	27	165	22

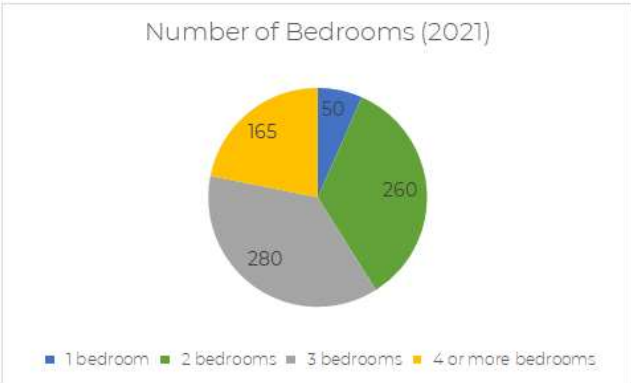


Table 23: New Home Registrations

	2016	2017	2018	2019	2020	2021	2022	2023	Total
SINGLE DETACHED									
Thompson-Nicola	319	398	334	298	273	419	239	189	2469
Ashcroft	*	*	*	*	*	*	*	*	
Barriere	*	*	12	15	6	12	7	*	52
Cache Creek	*	*	*	*	*	*	*	*	
Chase	10	6	7	*	5	5	*	*	33
Clearwater	5	*	*	*	*	13	9	5	32
Clinton	*	*	*	*	*	*	*	*	
Kamloops	222	289	215	191	173	237	102	83	1512
Logan Lake	8	13	9	12	15	5	8	9	79
Lytton	*	*	*	*	*	*	*	*	
Merritt	26	37	33	24	15	53	45	42	275
Sun Peaks	5	9	10	12	5	10	7	6	64
Other communities and unincorporated are	34	30	37	33	48	83	52	32	349
Thompson-Nicola Excluding Kamloops	97	109	119	107	100	182	137	106	957
MULTI-UNIT HOMES									
Thompson-Nicola	259	281	449	356	252	364	322	305	2588
Ashcroft	*	*	*	*	*	*	*	*	
Barriere	*	*	*	*	*	*	*	*	
Cache Creek	*	*	*	*	*	*	*	*	
Chase	*	*	*	*	*	7	*	*	7
Clearwater	*	*	*	*	*	*	*	*	
Clinton	*	*	*	*	*	*	*	*	
Kamloops	255	232	374	340	214	305	209	273	2202
Logan Lake	*	*	*	*	*	*	*	*	
Lytton	*	*	*	*	*	*	*	*	
Merritt	*	*	*	7	9	*	17	14	47
Sun Peaks	*	35	72	*	29	44	76	12	268
Other communities and unincorporated are	*	8	*	6	*	*	16	*	30
Thompson-Nicola Excluding Kamloops	4	49	75	16	38	59	113	32	386
PURPOSE BUILT RENTAL									
Thompson-Nicola	112	238	409	200	557	100	330	456	2402
Ashcroft	*	*	*	*	*	*	*	*	
Barriere	*	*	*	*	*	*	*	*	
Cache Creek	*	*	*	*	*	*	*	*	
Chase	*	*	*	*	*	*	*	*	
Clearwater	*	26	*	20	*	20	*	*	66
Clinton	*	*	*	*	10	*	*	*	10
Kamloops	110	212	409	180	472	*	322	298	2003
Logan Lake	*	*	*	*	*	*	*	*	
Lytton	*	*	*	*	*	*	*	*	
Merritt	*	*	*	*	75	80	*	158	313
Sun Peaks	*	*	*	*	*	*	*	*	
Other communities and unincorporated are	*	*	*	*	*	*	*	*	
Thompson-Nicola Excluding Kamloops	2	26	0	20	85	100	8	158	399
TOTAL									
Total Thompson-Nicola	690	917	1192	854	1082	883	891	950	7459
Total Thompson-Nicola (Excluding Kaml	103	184	194	143	223	341	258	296	1742

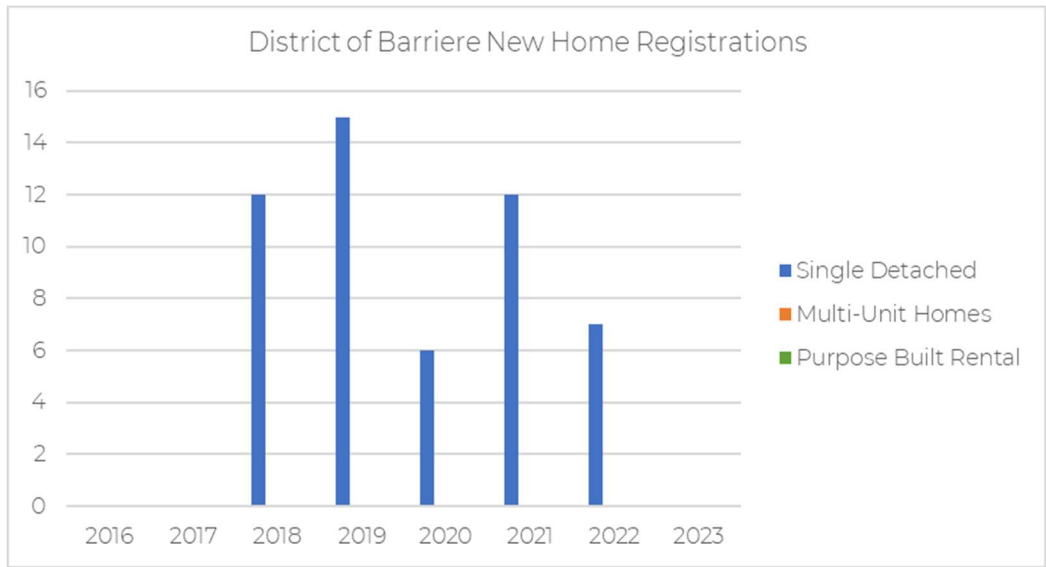
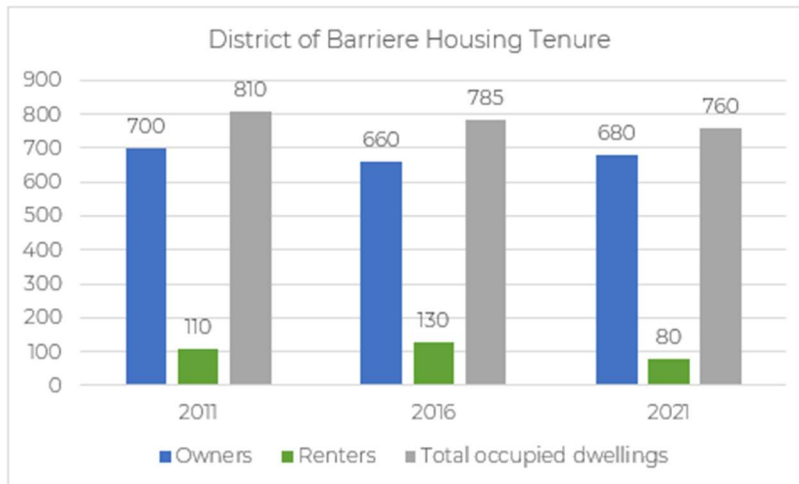


Table 24: Dwellings By Tenure & Period of Construction

Dwellings by Period of Construction	Total	% of total	Owner	% of total	Renter	% of total
Occupied private dwellings	760		680		80	
1960 or before	55	7	45	82	0	0
1961 to 1980	265	35	240	91	25	9
1981 to 1990	95	13	75	79	20	21
1991 to 2000	175	23	155	89	20	11
2001 to 2005	20	3	20	100	0	0
2006 to 2010	70	9	70	100	0	0
2011 to 2016	30	4	30	100	0	0
2016 to 2021	55	7	50	91	0	0

Table 25: Housing Tenure (2011-2021)

Dwellings	2006	2011	2016	2021
District of Barriere				
Owners	0	700	660	680
Renters	0	110	130	80
Others (Band Housing)	0	0	0	0
Total occupied dwellings	0	810	785	760
Ownership Rate	/	86%	84%	89%
TNRD				
Owners	38,200	40,695	41,515	44,030
Renters	11,770	12,355	13,810	615
Others (Band Housing)	405	325	180	15245
Total occupied dwellings	50,375	53,375	55,505	59,885
Ownership Rate	76%	76%	75%	74%
British Columbia				
Owners	1,145,050	1,234,710	1,279,025	1,363,185
Renters	494,000	525,000	599,360	669,455
Others (Band Housing)	4,105	4,925	3,590	9,190
Total occupied dwellings	1,643,145	1,764,630	1,881,965	2,041,830
Ownership Rate	70%	70%	68%	67%



Non-Market Housing

Table 26: Non-Market Housing Units

Local Government	Service Allocation Group and Service Allocation Subgroup						Local Government Total
	Emergency Shelter and Housing for the Homeless	Transitional Supported and Assisted Living	Independent Social Housing			Rent Assistance in Private Market	
	Service Allocation Group Subtotal	Service Allocation Group Subtotal	Low Income Families	Independent Seniors	Service Allocation Group Subtotal	Service Allocation Group Subtotal	
Total Study Area	99	88	124	159	283	137	607
Ashcroft	0	10	0	0	0	12	22
Barriere	0	0	0	0	0	1	1
Cache Creek	0	0	0	0	0	6	6
Chase	0	0	0	0	0	0	0
Clearwater	0	2	26	66	92	24	118
Clinton	0	7	0	32	32	6	45
Logan Lake	50	0	0	12	12	8	70
Merritt	20	58	72	49	121	49	248
Sun Peaks Mountain	0	0	0	0	0	1	1
Thompson-Nicola A (Wells Gray)	0	0	0	0	0	1	1
Thompson-Nicola J (Copper Desert Country)	0	0	0	0	0	2	2
Thompson-Nicola L (Grasslands)	0	1	26	0	26	4	31
Thompson-Nicola M (Beautiful Nicola Valley - North)	29	0	0	0	0	3	32
Thompson-Nicola N (Beautiful Nicola Valley - South)	0	0	0	0	0	1	1
Thompson-Nicola O (Lower North Thompson)	0	0	0	0	0	2	2
Thompson-Nicola P (Rivers and the Parks)	0	10	0	0	0	17	27

Prepared by BC Housing's Research and Corporate Planning Dept., May 2024

Source: Unit Count Reporting Model, March 31, 2024

Housing Suitability & Adequacy

Table 27: Suitability Standards (2021)

Suitability Standards (2021)	District of Barriere	TNRD	BC
Total - Private households by housing below standards	735	55,040	1,915,755
Below the suitability standard (not suitable)	0	1365	86,655
% below the suitability standard (not suitable)	0	2	5

Table 28: Adequacy Standards (2021)

Adequacy Standards (2021)	Barriere Total	Owner	Renter	TNRD Total	BC Total
Total	735	665	70	55,040	1,915,755
Below the adequacy standard (major repairs needed)	40	30	0	2,525	74,035
% below the adequacy standard (major repairs needed)	5	5	0	5	4

Shelter-Cost-To-Income Ratios

Table 29: Shelter-Cost-To-Income Ratios (2021)

Shelter-cost-to-income ratios	Barriere	TNRD	BC
Owner and Tenant Households with Incomes > \$0 , in non-farm, non-reserve private dwellings by shelter-cost-to-income ratio	735	55,040	1,915,755
Spending <30% of Income on Shelter Costs	670	46,795	1,530,185
Spending 30% or more of Income on Shelter Costs	65	8,245	385,570
Owner Households in Non-Farm Non-Reserve Private Dwellings	675	43,535	1,353,695
Owner Households with a Mortgage	320	24,565	773,665
Owner Households Spending 30% or more of Income on Shelter Costs	8%	10%	15%
Average Monthly Shelter Costs for Owned Dwellings (\$)	\$910	\$1,279	\$1,654
Median Value of Dwellings (\$)	\$352,000	\$500,000	\$785,000
Tenant Households in Non-Farm Non-Reserve Private Dwellings	70	14,250	624,625
Tenant Households in Subsidized Housing	0.0%	13.0%	11.8%
Tenant Households Spending 30% or more of Income on Shelter Costs	0%	30%	30%
Average Monthly Shelter Costs for Rented Dwellings (\$)	\$980	\$1,196	\$1,492

Core & Extreme Core Housing Need

Table 30: Core Housing Need (2021)

Core Housing Need									
Households	District of Barriere			TNRD			British Columbia		
	Total	Owners	Tenants	Total	Owners	Tenants	Total	Owners	Tenants
Total Households	735	665	70	55,040	40,790	14,250	1,915,755	1,291,130	624,625
Share	100%	90%	10%	100%	74%	26%	100%	67%	33%
Below Suitability Standard	-	-	-	1,365	530	840	86,655	36,330	50,325
Rate	0%	0%	0%	2%	1%	6%	5%	3%	8%
Below Adequacy Standard	40	30	-	2,525	1,785	735	74,035	49,250	24,785
Rate	5%	5%	0%	5%	4%	5%	4%	4%	4%
Below Affordability Standard	65	55	-	8,245	3,960	4,285	385,570	199,355	186,215
Rate	9%	8%	0%	15%	10%	30%	20%	15%	30%
Below All Three Standards	-	-	-	30	-	25	1,665	560	1,105
Rate	0%	0%	0%	0%	0%	0%	0%	0%	0%
In Core Housing Need	105	85	-	5,585	2,290	3,295	257,090	102,850	154,240
Rate	14%	13%	0%	10%	6%	23%	13%	8%	25%
Extreme Core Housing Need	25	25	-	2,570	1,240	1,330	134,625	64,795	69,825
Rate	3%	4%	0%	5%	3%	9%	7%	5%	11%

Housing Market Characteristics

Table 31: BC Assessment Housing Values (2022-2023)

BC Assessment Housing Values	2022	2023
Single Family Dwelling	410,048	\$484,704
% Change		18.21%
Residential Dwelling w/ Suite	483,543	\$570,626
% Change		18.01%
Duplex (non-strata)	428,053	\$498,795
% Change		16.53%
Duplex (strata)	272,200	\$498,795
% Change		83.25%
Manufactured Home	245,297	\$315,140
% Change		28.47%
2 Acres or More (Single Family Dwelling)	703,137	\$809,606
% Change		15.14%
2 Acres or More (Manufactured Home)	554,167	\$667,875
% Change		20.52%
Row Housing (Single Unit Ownership)	137,257	\$163,957
% Change		19.45%
Average	404,213 	\$501,187
% Change		23.99%

Table 32: Rented Dwellings, Monthly Shelter Cost (2011-2021)

Rented Dwellings: Monthly Shelter Cost			
2021	Barriere	TNRD	BC
Median	\$ 900	\$ 1,130	\$ 1,370
Average	\$ 980	\$ 1,196	\$ 1,492
2016- Average	\$ 808	\$ 985	\$ 1,149
2011- Average	\$ 771	\$ 899	\$ 1,075
Percentage Increase 2011-2021	27%	33%	39%

Appendix 2: Detailed Housing Needs Calculations

These figures are to provide detailed calculations for the supply of units to address suppressed household formation (Component C of the Housing Needs Calculations).

Below is the number of households by age and tenure of household maintainer in 2011.

Barriere		
	2011 Households	
Age – Primary Household Maintainer 2011 Categories	Owner	Renter
Under 25 years	0	0
25 to 34 years	80	0
35 to 44 years	70	0
45 to 54 years	120	0
55 to 64 years	95	80
65 to 74 years	210	0
75 years and over	125	0

The above table represents the 2011 numbers of household maintainers by age and tenure. This will be used to anchor an estimate of how many households in

2021, based upon present age and tenure demographics, would be expected were housing as available as in 2011. 2021 data is below.

Barriere		
	2021 Households	
Age – Primary Household Maintainer 2021 Categories	Owner	Renter
15 to 24 years	15	0
25 to 34 years	45	20
35 to 44 years	70	20
45 to 54 years	60	15
55 to 64 years	185	0
65 to 74 years	170	0
75 to 84 years	130	15
85 years and over	10	0

The below table will compare these census years.

Age Categories – Household Maintainers	Age Categories – Population	All Categories	Summed Categories	All Categories	Summed Categories
15 to 24 years	15 to 19 years	45	95	80	145
15 to 24 years	20 to 24 years	50	95	65	145
25 to 34 years	25 to 29 years	70	185	60	165
25 to 34 years	30 to 34 years	115	185	105	165
35 to 44 years	35 to 39 years	70	150	85	165
35 to 44 years	40 to 44 years	80	150	80	165
45 to 54 years	45 to 49 years	105	250	85	140
45 to 54 years	50 to 54 years	145	250	55	140
55 to 64 years	55 to 59 years	170	320	150	325
55 to 64 years	60 to 64 years	150	320	175	325
65 to 74 years	65 to 69 years	235	310	165	285
65 to 74 years	70 to 74 years	75	310	120	285
75 years and over	75 to 79 years	125	165	115	210
75 years and over	80 to 84 years	15	165	80	210
75 years and over	85 years and over	25	165	15	210

The next table will show the headship rate for 2011.

Barriere					
Age Categories – Household Maintainers	2011 Households		2011 Population	2011 Headship Rate	
	Owner	Renter	Total	Owner	Renter
15 to 24 years	0	0	95	0.00%	0.00%
25 to 34 years	80	0	185	43.24%	0.00%
35 to 44 years	70	0	150	46.67%	0.00%
45 to 54 years	120	0	250	48.00%	0.00%
55 to 64 years	95	80	320	29.69%	25.00%
65 to 74 years	210	0	310	67.74%	0.00%
75 years and over	125	0	165	75.76%	0.00%

Applying these rates to the 2021 population provides us with an estimate of how many households you would expect to see were housing as available in 2021 as in 2011.

Barriere					
Age Categories – Household Maintainers	2011 Headship Rate		2021 Population	2021 Potential Households	
	Owner	Renter	Total	Owner	Renter
15 to 24 years	0.00%	0.00%	145	0.00	0.00
25 to 34 years	43.24%	0.00%	165	71.35	0.00
35 to 44 years	46.67%	0.00%	165	77.00	0.00
45 to 54 years	48.00%	0.00%	140	67.20	0.00
55 to 64 years	29.69%	25.00%	325	96.48	81.25
65 to 74 years	67.74%	0.00%	285	193.06	0.00
75 years and over	75.76%	0.00%	210	159.09	0.00

Then, subtracting the number of potential households from the number of actual households, the calculation allows us to estimate the number of ‘suppressed households’ in 2021.

Barriere							
Age Categories – Household Maintainers	2021 Potential Households		2021 Households		2021 Suppressed Households		
	Owner	Renter	Owner	Renter	Owner	Renter	Total
15 to 24 years	0.00	0.00	15	0	-15.00	0.00	0.00
25 to 34 years	71.35	0.00	45	20	26.35	-20.00	6.35
35 to 44 years	77.00	0.00	70	20	7.00	-20.00	6.35

45 to 54 years	67.20	0.00	60	15	7.20	-15.00	0.00
55 to 64 years	96.48	81.25	185	0	-88.52	81.25	0.00
65 to 74 years	193.06	0.00	170	0	23.06	0.00	23.06
75 years and over	159.09	0.00	140	15	19.09	-15.00	4.09
Total New Units to Meet Suppressed Housing Need - 20 years							33.51

Appendix 3: Glossary of Terms

Apartment in a building that has fewer than five storeys: A dwelling unit attached to other dwelling units, commercial units, or other non-residential space in a building that has fewer than five storeys.

Apartment in a building that has five or more storeys: A dwelling unit in a high-rise apartment building which has five or more storeys.

Apartment or flat in a duplex: One of two dwellings, located one above the other, may or may not be attached to other dwellings or buildings.

Assisted living: Housing that includes hospitality services (e.g., meals, housekeeping, social and recreational activities) and one or two personal assistance services, such as regular assistance with activities of daily living, medication services or psychosocial supports (referred to as prescribed services). This housing is subject to registration by the Assisted Living Registrar and includes self-contained apartments for seniors or people with disabilities who need some support services to continue living independently, but do not need 24-hour facility care; or housing in which residents receive services related to mental health and substance use issues.

Below-market rental: Housing with rents equal to, or lower than, average rates in private market rental housing.

Census Family: A married couple and the children, if any, of either and/or both spouses; a couple living common law and the children, if any, of either and/or both partners; or a parent of any marital status in a one-parent family with at least one child living in the same dwelling and that child or those children.

Co-operative housing: Co-operative housing is a type of development where the residents have a share in the corporation (co-operative) that owns/manages the development.

Core Housing Need: A household is considered to be in core housing need if its housing falls below at least one of the adequacy, affordability or suitability standards and if it would have to spend 30% or more of its before-tax income

to pay the median rent (including utilities) of appropriately sized alternative local market housing. “Extreme core housing need” has the same meaning as core housing need, except that the household has shelter costs for housing that are more than 50% of total before-tax household income.

Housing Adequacy: Refers to a given dwelling’s need for major repairs. Statistics Canada defined for 2021 need of repair in the following ways: Regular Maintenance Needed: Dwellings where only regular maintenance such as painting, or furnace cleaning is required. Minor Repairs Needed: Dwellings needing only minor repairs such as missing or loose floor tiles, bricks or shingles or defective steps, railings, or siding. Major Repairs Needed: Dwellings needing major repairs such as dwellings with defective plumbing or electrical wiring, and dwellings needing structural repairs to walls, floors, or ceilings.

Housing Suitability: Refers to whether a private household is living in suitable accommodations according to the National Occupancy Standard (NOS); that is whether the dwelling has enough bedrooms for the size and composition of the household

Median Before-Tax Household Income: The household income is the sum of the total incomes of all members of that household before income taxes and deductions. It includes income from:

- Employment income from wages, salaries, tips, commissions, and net income from self-employment.
- Income from government sources, such as social assistance, child benefits, employment, Insurance, old age security pension, pension plan benefits and disability income.
- Income from employer and personal pension sources, such as private pensions and payments from annuities and RRIFs.
- Income from investment sources, such as dividends and interest on bonds, accounts, GICs and mutual funds; and,
- Other regular cash income, such as child support payments received, spousal support payments (alimony) received and scholarships

Movable Dwelling: Either a Mobile home: A single dwelling, designed and constructed to be transported on its own chassis and capable of being moved to a new location on short notice. It may be placed temporarily on a foundation pad and may be covered by a skirt; OR A single dwelling, other than a mobile home, used as a place of residence, but capable of being moved on short notice, such as a tent, recreational vehicle, travel trailer, houseboat, or floating home.

Row house: One of three or more dwellings joined side by side (or occasionally side to back), such as a townhouse or garden home, but not having any other dwellings either above or below. Townhouses attached to a high-rise building are also classified as row houses.

Safe homes: Provides temporary shelter and services (often for women and their children) who are facing housing crisis issues or fleeing domestic violence. This may include private homes, hotel units or rental apartments. Stays do not usually exceed five days. In addition to food and shelter, it also provides support services such as advocacy, information and referral, counselling, and transportation to appointments.

Second-stage housing: Provides housing for women and children fleeing violence who have completed a stay in a transition house or safe home. Typically, stays last up to 18 months.

Semi-detached house: One of two dwellings attached side by side (or back-to-back) to each other, but not attached to any other dwelling or structure (except its own garage or shed). A semi-detached dwelling has no dwellings either above it or below it, and the two units together have open space on all sides.

Seniors housing: Affordable housing geared toward individuals aged 55 or older or a couple where at least one person is age 55 or older. Seniors live independently and typically live-in self-contained apartments that provide accessible, barrier-free design features.

Shelter: These include year-round shelters and emergency weather response shelters. Short-stay housing of 30 days or less. Emergency shelters provide single or shared bedrooms or dorm-type sleeping arrangements with varying levels of support to individuals.

Single-detached house: A single dwelling not attached to any other dwelling or structure (except its own garage or shed). A single-detached house has open space on all sides and has no dwellings either above it or below it. A mobile home fixed permanently to a foundation is also classified as a single-detached house.

Supportive housing: This housing provides ongoing assistance to residents who require support to live with modest independence. It is available for people who are homeless or at risk-of-homelessness and who may have barriers to housing such as mental illness or substance use. It can be housing for seniors and others who require services such as meals, housekeeping, 24-hour response system and social and recreational activities. It does not include personal assistance services such as bathing, dressing, or medication assistance.

Transitional housing: Includes the provision of on- or off-site support services to help residents move towards independence and self-sufficiency. This type of housing provided for a minimum of 30 days that can last up to two or three years.

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: December 16, 2024	File: 530.20/Rpts
To: Council	From: Chief Administrative Officer
Re: Remuneration Bylaw and related Policies	
Recommendation: THAT Council gives final reading to the Council Remuneration and Expenses Bylaw No. 249. THAT Council rescinds Policy No. 16 – Council Remuneration. THAT Council rescinds Policy No. 19 - Attendance at Out-of-Town Meetings, Seminars, Workshops, and Conventions.	

Purpose

For Council to consider giving final reading to the Council Remuneration and Expenses Bylaw No. 249, and rescinding Policies No. 16 and No. 19.

Update:

At the Regular Meeting on November 18, 2024, Council determined to use the 10-year Consumer Price Index (CPI) average as part of the Bylaw, and subsequently gave first three readings to this Bylaw. The Bylaw is now presented for final reading. If adopted, Policies No. 16 and 19 will need to be rescinded.

Background

General

As part of the overall Responsible Conduct in Local Government program review to strengthen the Districts posture and reduce risk in this area, based on recent challenges in other communities across British Columbia, several of the District policies and bylaws require some form of update or amendment based on current best practices on the topic. Council will also be reviewing changes to Council's Code of Conduct as well as Council's Procedure Bylaw over the coming weeks. Other policies that are connected to these policies are also being reviewed and amendments will be recommended based on current best practices.

Remuneration Policy and Bylaw Changes

The current Council remuneration is based on Council Policy No. 16 from 2012 (see attached).

At this time, the policy includes items that are not according to current legislation (in particular the item on 1/3 tax exemption) and does not include current practices in place regarding benefits plans and eligibility. Staff has addressed these items in the proposed Bylaw.

Staff has also added a clause under Section 4.1 that would allow for an automatic remuneration adjustment for the Acting Mayor if the Mayor is unable to perform their mayoralty duties for more than 2 weeks.

The current policy also includes annual remuneration adjustments based on actual Consumer Price Index (CPI) for BC year over year. This can create budget challenges when trying to work with large increases year over year, and other years with low CPI would only see a marginal adjustment. Based on past research on the topic, a common practice would be to move to a 5-year or 10-year averaged CPI model. This approach would ensure that a) there would most likely be an increase in remuneration; and b) the increases are moderate and don't provide budgetary challenges.

Below is a comparison on the last ten years of CPI increases and what a 5-year or 10-year averaged CPI rate would have meant for the 2024 remuneration increase earlier in the year.

2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
1.0%	1.1%	1.8%	2.1%	2.7%	2.3%	0.8%	2.8%	6.9%	3.9%

As such,

A 10-year average would have been: $25.4\% / 10 = 2.54\%$

A 5-year average would have been: $16.7\% / 5 = 3.34\%$

Staff have included the 10-year average calculation clause in the Bylaw (see Section 5.1); however, Council can adjust this if Council deems that the 5-year average (or another option) is more appropriate.

Staff has also included, under Section 6.3, the option for Council to participate in medical and other benefits plans (as long as the provider allows for this inclusion). Although this was already an accepted expense, this was not codified in any policy or bylaw. Benefits providers may require a minimum number of Council members participating in this program before it becomes active.

In addition, Staff have included related key points from Policy 19, "Council Attendance at Out-of-Town Meetings, Seminars, Workshops, and Conventions" (see attached) within the Bylaw under Sections 6.4.1 to 6.4.4 which will allow Council to rescind that particular Policy. Work is also underway to update Policy 17 "Per Diem, Travel, and Milage Allowance Policy".

Code of Conduct integration to Remuneration Bylaw (Section 7)

As part of the overall Responsible Conduct in Local Government program review based on recent challenges in other communities across British Columbia, several of the District policies and bylaws require some form of update or amendment to strengthen the Districts posture based on current best practices on the topic. Council will also be reviewing changes to Council's Code of Conduct as well as Council's Procedure Bylaw over the coming weeks.

Law firms specializing in municipal governance generally recommend that local governments implement a Bylaw instead of a Policy, and further suggest including this Section 7 in Remuneration Bylaws.

This suggested section is in line with what other local government organizations are exploring and implementing. Staff have included this section in the Bylaw for discussion purposes.

Section 7 of the Bylaw Update, if implemented, would define a reduction in remuneration as a possible sanction if a member of Council has been found to have violated the Council Code of Conduct by a third-party investigation and Council supported the recommendation resulting from the investigation. The process of appointing an investigator, conducting the investigation, and types of appropriate resolution would be captured in the Code of Conduct Update. The current Council Code of Conduct already has a list of possible sanctions as derived from the UBCM Working Group on Responsible Conduct (see attached), which currently does not include remuneration adjustment as one possible option. The proposed update to the Code would include those changes.

In summary, this section defines the following:

- First violation, 10% reduction in compensation
- Second violation, 15% reduction
- Third violation, 25% reduction
 - Each reduction is applied for a 12-month period
- Section 7.4 explains that reductions would be additive if multiple violations occurred within the same 12-month period. (ie, two violations would be a $10+15 = 25\%$ reduction, a third violation would be $10+15+25 = 50\%$ reduction).

Summary

Staff has presented a draft Bylaw that would move Policies No. 16 and No. 19 into a Bylaw, while adding current best practices and codifying other practices in place at the District. Policies No. 16 and No. 19 would need to be rescinded when this Bylaw is adopted.

Benefits or Impact

General

As per general legal opinion, best practices for a municipality are to have a bylaw that governs the remuneration and Council specific expenses.

Finances

Staff annually budgets for remuneration increases as per the current policy. If Council wants to consider a different wage structure or other expenses to be included, this would be the best time to make those amendments. Travel expenses, etc. are included in the annual budget process.

Strategic Impact

N/A

Risk Assessment

Compliance: Council Remuneration Policy (current), Travel and Expense Policy

Risk Impact: Low

Internal Control Process: Staff reviewed bylaw structure and changes with a local government consultant; Staff also reviewed current remuneration values with an HR professional.

Next Steps / Communication

- The Bylaw is presented for final reading at the December 16, 2024, meeting at which time the Remuneration Policy No. 16 and Council Attendance at Out-of-Town Meetings, Seminars, Workshops, and Conventions Policy No. 19 will need to be rescinded.
 - An update to Policy 17 "Per Diem, Travel, and Milage Allowance Policy" will be presented at a future Council meeting for consideration.
 - If Council wants to review remuneration and expenses best practices in the future, it would be recommended to hire a consultant and to establish a 5-member committee of community stakeholders to review best practices and to make a recommendation to Council. The best time for this would be in early 2026 so that changes could be made that would not affect the current Council, but rather take effect when the new term of Council begins.
-

Attachments

- Draft Council Remuneration Bylaw No. 249
- Current Council Remuneration Policy No. 16
- Current Council Attendance at Out-of-Town Meetings, Seminars, Workshops, and Conventions Policy No. 19
- Working Group on Responsible Conduct Guide from 2021. The group is working on an updated version based on current challenges across the Province.

Recommendation

THAT Council gives final reading to the Council Remuneration and Expenses Bylaw No. 249.

THAT Council rescinds Policy No. 16 – Council Remuneration.

THAT Council rescinds Policy No. 19 - Attendance at Out-of-Town Meetings, Seminars, Workshops, and Conventions.

Alternative Options

1. Council could choose to make any changes. Third reading would need to be rescinded.
2. Council could choose to retain the current remuneration policy (and other related policies) instead of creating a Bylaw. This is not recommended due to current governance best practices.

Prepared by:

D. Drexler, Chief Administrative Officer

DISTRICT OF BARRIERE
DRAFT - BYLAW NO. 249

A BYLAW TO PROVIDE FOR COUNCIL MEMBERS REMUNERATION AND
EXPENSES

WHEREAS the Council of the District of Barriere wishes to set by bylaw, the remuneration, expenses and benefits for elected officials;

NOW THEREFORE BE IT RESOLVED that the Council for the District of Barriere, in open meeting lawfully assembled, hereby **ENACTS** as follows:

1. Title

1.1 This bylaw may be cited as the "Council Remuneration and Expense Bylaw No. 249".

2. Remuneration paid to the Mayor:

2.1 Effective the date of adoption of this bylaw, the Mayor shall be paid an annual remuneration of \$14,616 for the discharge of the duties of office.

3. Remuneration paid to each Councillor:

3.1 Effective the date of adoption of this bylaw, each Councillor shall be paid an annual remuneration of \$9,384 for the discharge of the duties of office.

4. Remuneration paid to the Acting Mayor:

4.1 Effective the date of adoption, if the Mayor is unable to perform mayoralty duties for more than two (2) weeks, Councillors appointed to the position of Acting Mayor shall be entitled to the same remuneration as the Mayor, pro-rated accordingly, during the period of time served as Acting Mayor.

5. Remuneration

5.1 For the calendar year 2025 and onward, the annual remuneration set out in subsections 2.1 & 3.1 shall be adjusted by the 10-year average, for the periods starting on January 1st and ending on December 31st, of the Statistics Canada All Items Consumer Price Index (CPI) for the Province of British Columbia be applied to the current remuneration amount.

6. Expenses

6.1 Members of Council shall be reimbursed for travel expenses for attending conventions, meetings, conferences, workshops and public events in accordance with this Bylaw, and the District's Travel and Expenses Policy, as amended or replaced from time to time.

- 6.2 Members of Council shall be reimbursed for direct costs, not included in 6.1 above, relating to the performance of municipal duties provided such expenses have been approved by a resolution of Council or by the Chief Administrative Officer prior to being incurred.
- 6.3 Members of Council will be entitled to health care benefits, including extended health and dental, accidental death and dismemberment, and life insurance (if eligible under the providers regulations), with 100% of the premium paid by the District.
- 6.4 Expenses for members of Council for attending Conventions, Seminars, Workshops, and Out-of-Town Meetings shall be provided for in the District's budget and include the following types of expenses:
- i) economy rate air fare (including one checked bag over and above the induced allowance in the airfare cost);
 - ii) conference and convention registration fees;
 - iii) taxi fare, car rental, public transit or car parking (excluding valet);
 - iv) hotel accommodation (single rate);
 - v) meals (excluding alcohol); and
 - vi) incidental expenses.
- 6.4.1. The annual budget approved for Council members' attendance at out-of-town meetings, seminars, workshops and conventions will be divided as evenly as possible between all members of Council.
- 6.4.2. Once a member of Council has expended their equal share of the allocated annual budget (approx. 15% of the total approved allowable expenditures for attendance at out-of-town meetings, seminars, workshops, and conventions), further expenditures of this sort by that member of Council must be approved by Council, either via electronic poll or resolution.
- 6.4.3. By virtue of the position, the Mayor or designate is authorized to attend emergency out-of-town meetings at any time.
- 6.4.4. Council may appoint another member of Council to attend emergency out-of-town meetings, under 6.4.3, in place of the Mayor at any time via a formal resolution.

7. Breach in the Council Code of Ethics and Conduct Bylaw (the "Code of Conduct")

- 7.1 Where a member of Council has been found by a Third-Party Investigator appointed under the Council Code of Ethics and Conduct Bylaw (the "Code of Conduct"), as amended or replaced from time to time, to have breached the Code of Conduct, the remuneration to which the member of Council would otherwise be entitled to under this Bylaw shall be adjusted in accordance with the following:
- 7.1.1 where the member of Council has been found to have breached the Code of Conduct for a first time, the remuneration to which the member of Council would otherwise be entitled to under this Bylaw shall be reduced by 10%, for a period of 12 months from the date of the breach;

- 7.1.2 where the member of Council has been found to have breached the Code of Conduct for a second time, the remuneration to which the member of Council would otherwise be entitled to under this Bylaw shall be reduced by 15%, for a period of 12 months from the date of the second breach;
- 7.1.3 where the member of Council has been found to have breached the Code of Conduct for a third or subsequent time, the remuneration to which the member of Council would otherwise be entitled to under this Bylaw shall be reduced by 25%, for a period of 12 months from the date of third or subsequent breach;
- 7.1.4 for certainty, where a member of Council has been found to have breached the Code of Conduct more than once in a 12-month period, the reductions in the remuneration to which the member of Council would otherwise be entitled to under this Bylaw shall be cumulative for any period of overlap in the duration of each reduction (e.g., if a member of Council is found to have first breached the Code of Conduct on January 1 of a calendar year, and is subsequently found to have breached the Code of Conduct again on July 1 of that year, the remuneration to which the member of Council would otherwise be entitled to under this Bylaw shall be reduced by 10% from January 1 to June 30 of that year, by 25% from July 1 to December 31 of that year, by 15% from January 1 to June 30 of the following year, and thereafter be fully reinstated.

8. General

- 8.1 Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time.
- 8.2 If any section, paragraph or phrase of this bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

READ A FIRST TIME THIS 18th day of **November, 2024**.

READ A SECOND TIME THIS 18th day of **November, 2024**.

READ A THIRD TIME THIS 18th day of **November, 2024**.

ADOPTED THIS **day of** **, 2024.**

Acting Mayor Rob Kerslake

Tasha Buchanan, Corporate Officer



DISTRICT OF BARRIERE

COUNCIL POLICY MANUAL

Page 1 of 1
Approval Date: January 23, 2012

NO: 16
DEPARTMENT: FINANCE
SUBJECT: COUNCIL REMUNERATION

The Mayor shall be paid remuneration for the discharge of office equivalent to \$10,643.00 for the period January 1, 2012 to December 31, 2012

Each Councillor shall be paid remuneration for the discharge of office equivalent to \$6,639.00 for the period January 1, 2012 to December 31, 2012.

The remuneration for the Mayor and Councillors shall be increased on January 1st of each year thereafter by an amount equivalent to the percentage increase in the Consumer Price Index for B.C. for the immediate preceding year. If the change in the Consumer Price Index for B.C. for the preceding year is negative, the remuneration for the Mayor and Councillors will remain unchanged for the year thereafter.

Council members' remuneration shall be paid in monthly installments for each year of the term of office for the Mayor and each Councillor.

One-third (1/3rd) of the remuneration paid to Council members shall be deemed to be a tax-free, non accountable allowance for all expenses incidental to the discharge of the duties of the respective offices.



DISTRICT OF BARRIERE

COUNCIL POLICY MANUAL

Page 1 of 1

Approval Date: February 6, 2012

NO: 19

DEPARTMENT: ADMINISTRATION AND FINANCE

SUBJECT: COUNCIL ATTENDANCE AT OUT-OF-TOWN MEETINGS, SEMINARS, WORKSHOPS AND CONVENTIONS

1. Generally the budget approved for Council members' attendance at out-of-town meetings, seminars, workshops and conventions is divided as evenly as possible between all members of Council. However, it is understood that, some members may have more flexibility to attend than others. In fairness therefore, once a member of Council has expended their "fair share" of the budget (approx. 15% of the total approved allowable expenditures for attendance at out-of-town meetings, seminars, workshops, and conventions), further expenditures of this sort by that member of Council must be approved by a Council majority, either via poll or resolution.
2. The Mayor, or his/her delegate, is given blanket authority to attend emergency meetings on behalf of the District.
3. Should the total annual budget for Council members' attendance at out-of-town meetings, seminars, workshops and conventions be depleted, additional funds may be transferred to that line item by resolution of Council or as permitted by Policy No. 18.

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: December 16, 2024	File: 530.20/Rpts
To: Council	From: Chief Administrative Officer
Re: Code of Conduct Update	
Recommendation: THAT Council gives final reading to the Council Code of Conduct Bylaw No. 250. THAT Council rescinds Policy No. 42 – Council Code of Ethics and Conduct.	

Purpose

For Council to consider giving final reading to the Council Code of Conduct Bylaw No 250. The best-practice recommendation from the Province (Ministry of Municipal Affairs), Local Government Management Association (LGMA) and Union of BC Municipalities (UBCM) is to review the Code of Conduct periodically, at least once per Council term.

Update:

At the Regular Meeting on November 18, 2024, Council considered the draft Bylaw and amended it by adding Section 3.1.7 to the Bylaw regarding alcohol and substance use. Thereafter Council provided first three readings. Below is the text amendment that was added by Council:

3.1.7 Council Members must not attend meetings, conferences, seminars, educational courses, or other functions while representing the District of Barriere under the influence of alcohol, drugs, or any other substance that impairs ability to perform duties effectively, ethically, and responsibly. After hours social events at any function are excluded, as is the use of medically prescribed substances.

- (a) If a Council Member is found to be under the influence at a meeting, conferences, seminars, education course, or other function, the Council Member will be required to leave the meeting and take appropriate steps to address the impairment before returning to official duties.**
- (b) Repeated instances of such behavior may be subject to disciplinary actions as outlined in this Bylaw under Part 4.**

The Bylaw is now presented for final reading. If adopted, Policy No. 42 will need to be rescinded.

Background

General

As part of the overall Responsible Conduct in Local Government program review to strengthen the Districts posture and reduce risk in this area based on recent challenges in other communities across British Columbia, several of the District policies and bylaws require some form of update or amendment based on current best practices on the topic. Council will also be reviewing changes to Council's Remuneration Policy at this meeting, as well as the Council's Procedure Bylaw over the coming weeks. Other policies that are connected to these policies are also being reviewed and amendments will be recommended based on current best practices, and in some instances, legal opinion.

Code of Conduct Policy

The current Council Code of Conduct is established as Council Policy No. 42 from 2021 (see attached). It was established by Council based on recommendations from the Working Group on Responsible Conduct Guide from 2021, to ensure that best practices in governance were implemented for the District.

Although the current Policy is a strong Code of Conduct, based on recent local government challenges with applying their Codes within their respective organization, additional updates are now recommended by consultants, legal counsels, investigators, and other governance professionals throughout BC to protect individual municipal organizations and to further best practices in good governance.

Key Changes

Bylaw vs. Policy - One of the biggest changes has been a transition to a Bylaw vs a Policy. A Bylaw generally includes a different layout and structure compared to a policy, some items like Where As clauses, additional definitions, and slightly adjusted wording throughout the Bylaw had to be implemented to conform with best practices for a Bylaw.

Conflict of Interest Policy No. 3 components that pertained to Council and committees of Council were also implemented which will allow for revisions of Policy No. 3 at a future meeting. This change ensures that there is no conflicting language in two separate governance documents for Council and that a single document can be used for Council in relation to good governance and ethics.

Definitions – Definitions were added or updated to clarify certain key terms, but most importantly definitions for Bullying and Harassment, and Sexual Harassment, were added due to recent feedback from municipalities that had related challenges. Although this is part of WorksafeBC legislation, if not clearly stated, an investigator would not be able to investigate those breaches under the Code of Conduct if they occur.

Purpose and Interpretation, Application, and Severability (S.1.3-1.5) – These sections include additional information on how the Code applies to Council, Committee Members, and Staff. In Staff's case, this Bylaw only applies in regards to Part 5 of the Bylaw (Reprisals, Obstruction, and Vexatious Allegations). A section for severability was also added which, if a court challenge on the bylaw occurred, would allow for only that section to be declared invalid and not the entire Bylaw.

Standards and Values (Part 2) – This section outlines the overall Foundational Principles and Roles and Responsibilities of Council in a general context under the Community Charter. Most of this language is identical to the Policy; however, the formatting was adjusted for Bylaw purposes, and some minor clarification under Section 2.2.1 (Interpretation) was added.

Under General Conduct Section 3.1.5 and 3.1.6 were added. These items were previously found in the Conflict of Interest Policy.

Roles, Responsibilities, and Interactions with Staff and Advisory Body Members (S.3.2)

- Sections 3.2.3 and 3.2.4 were reworded to closer match the general language on the one employee of Council model that the District follows with the current practices in place, which still allows some communications with staff. (As a note, other municipalities, strictly prohibit this and all communications has to be initiated through the CAO)
- Section 3.2.9 was edited to allow for certain communication to a service provider, if the Council Member was authorized to do so by Council.
- Section 3.2.10 was added to outline that Council Members should not communicate with a proponent on a project regarding the procurement. If a Council Member would communicate with a proponent this could create a severe financial and legal risk for the District.
- Section 3.2.16 was added to outline the general role that Staff has which is to “provide professional advice to Council and carry out decisions in an effective, efficient, and non-partisan manner.”

Interactions with the Public and the Media; Public Meetings (S. 3.3-3.4) – Language was added to clarify the role of a member of Council when interacting with the public or media. By virtue of the role of the Mayor, generally the Mayor is the spokesperson for a municipality; however, recent events have shown that a Council can change this through a resolution or by establishing a Policy (see Section 3.3.3). In addition, a link was created to the Council Procedure Bylaw, as amended or replaced from time to time, which generally governs the process for Public Meetings (see Section 3.4.1).

Social Media (S. 3.6) – Section 3.6.1 and 3.6.5 were added to ensure a) that the Code also applies to personal and official social media accounts and b) no social media accounts under a false identity are used by members of Council.

Conflict of Interest (S. 3.7) - This was previously more a component of the Conflict of Interest Policy and has now been added to this Bylaw which includes updated language to be in line with a Bylaw compared to a Policy.

Use of Influence (S. 3.8) – This was previously more a component of the Conflict of Interest Policy and has now been added to this Bylaw which includes updated and expanded language.

Gifts and Personal Benefits, and Reporting (S. 3.9) – Section 3.9.4 was added to ensure that Committee Members who are not Council Members have to declare any gifts received.

Breaches and Complaint Handling and Disciplinary (Part 4 - S.4.2.9.e)

- Under Section 4.2.1 and Section 4.2.7 and option was provided to use another written form of complaint as long as the general required information is provided.
- Section 4.2.9.(e) received an update on various options Council would have to hold another member of Council, that was found to have violated the Code, accountable for their actions. Again, this list is now based on current best practices gleaned from challenges in other communities throughout BC. Below is the full list of potential remedies (highlighted in red are the new items added:

- i. dismissal of the complaint; or
- ii. public censure¹ of the Council Members for misbehaviour or a breach of this Code of Conduct;
- iii. a recommendation that a Council Members apologize to any person adversely affected by a breach of this Code of Conduct;
- iv. training or counselling of a Council Member or Members;
- v. mandatory training on District businesses, the Community Charter, or this Bylaw;
- vi. mandatory training on respectful workplace communications or other interpersonal skills;
- vii. a letter of reprimand from Council addressed to the Council Member;
- viii. a request from Council that that the Council Member issue a letter of apology;
- ix. limitations and restrictions on access to certain District facilities and resources;
- x. in accordance with the Community Charter, suspension or removal of the Member from some or all Committees and bodies to which the Member was appointed;
- xi. prohibition from representing the District at events and/or attending conferences or seminars;
- xii. directions to the CAO or their designate regarding the terms and conditions upon which the Member may receive Council or other District documents, including documents containing Confidential Information;
- xiii. prohibition from representing the District at events and/or from being reimbursed for attending conferences and seminars;
- xiv. referral to a prosecutor or police;
- xv. suspension or removal of the appointment of a Council Member as the Acting Mayor;
- xvi. reduction in compensation in accordance with the Council Remuneration and Expense Bylaw, as amended or replaced from time to time; and/or
- xvii. Any other sanctions, corrective actions, and other measures recommended by the Investigator or considered appropriate by Council, so long as those sanctions, corrective actions, and other measures are within Council's authority.

Reprisals, Obstruction, and Vexatious Allegations (Part 5) – This part is entirely new and based on feedback from other municipalities. Items such as Interference during investigations, or if a reprisal against a complainant is undertaken were added. This section also for example protects members of Council from vexatious complaints and how such complainants would be held accountable (in case of Council, see the list above under S. 4.2.9 (e), in case of Staff, disciplinary action and possible dismissal).

Summary

Overall, a thorough review of the Code of Conduct was undertaken and based on the general consensus within local governments and their advisors and consultants, the best standard going forward is to establish a Bylaw with updated clauses based on the most recent challenges throughout BC. If adopted, Policy No. 3 would be brought back for revisions, and Policy No. 42 would need to be rescinded.

Benefits or Impact

General

Review of the Code of Conduct policy is recommended at least once each term of Council. The municipal by-election is less than 6 months away.

Finances

N/A

Strategic Impact

N/A

Risk Assessment

Compliance: Best practices as recommended by the Ministry of Municipal Affairs, UBCM, LGMA Working Group; proposed Draft Remuneration Bylaw; current Code of Conduct and Conflict of Interest Policies

Risk Impact: Low

Internal Control Process: Staff reviewed bylaw structure and changes with a local government consultant.

Next Steps / Communication

- If adopted, the Code of Conduct Policy will need to be rescinded at the same time.
- The Conflict of Interest Policy will require revisions as part of the process.
- The Code of Conduct will be referenced in the upcoming proposed Procedure Bylaw amendment which will include an updated Oath of Office, and by the proposed Council Remuneration Bylaw is presented for final reading at the same meeting as this report.

Attachments

- Draft Council Code of Conduct Bylaw No. 250 (red font indicates larger revisions)
- Current Council Code of Conduct Policy No. 42
- Current Council Conflict of Interest Policy No. 3
- Working Group on Responsible Conduct Guide from 2021. The group is working on an updated version based on current challenges across the Province. (see attached to the Draft Remuneration Bylaw)

Recommendation

THAT Council gives final reading to the Council Code of Conduct Bylaw No. 250.

THAT Council rescinds Policy No. 42 – Council Code of Ethics and Conduct.

Alternative Options

1. Council could provide additional changes to the Bylaw before providing third reading.
2. Council could choose to leave the Code of Conduct and related policies unchanged.

Prepared by:

D. Drexler, Chief Administrative Officer

DISTRICT OF BARRIERE

DRAFT - BYLAW NO. 250

A BYLAW TO REGULATE THE CONDUCT FOR COUNCIL AND COMMITTEE MEMBERS

WHEREAS Council and Committee Members are keepers of the public trust and must uphold the highest standards of ethical behaviour in order to build and inspire the public's trust and confidence in local government;

AND WHEREAS Council and Committee Members are expected to:

- (a) make decisions that benefit the community;
- (b) act lawfully and within the authority granted by the Community Charter, Local Government Act and other applicable enactments; and
- (c) be free from undue influence and not act to gain financial or other benefits;

AND WHEREAS Council and Committee Members wish to conduct their business in a transparent, efficient, accountable and respectful fashion;

AND WHEREAS it is to the benefit of the community for Council and Committee Members to conduct their business in accordance with the guiding principles of integrity, accountability, respect, leadership and collaboration;

AND WHEREAS Council and Committee Members intend to demonstrate their leadership in ethical behaviour, while promoting the principles of transparency, accountability and civility through their decisions, actions and behaviour;

AND WHEREAS a Code of Conduct Bylaw expresses standards of conduct expected for members of District Council and Committees;

AND WHEREAS Council and Committee Members have primary responsibility for ensuring that the standards of conduct herein are understood and met, thereby fostering public confidence in the integrity of the government of the District of Barriere;

THEREFORE, BE IT RESOLVED that the Council of the District of Barriere in open meeting assembled, hereby ENACTS AS FOLLOWS:

PART 1 – GENERAL

1.1 Title

This Bylaw may be cited as “*District of Barriere Council Code of Conduct Bylaw No. 250*”.

1.2 Definitions

In this bylaw:

Advisory Body Member means a person sitting on an advisory committee, task force, commission, board, or other Council-established body.

Bullying and Harassment and **Bully** or **Harass** means and includes:

- (a) any conduct that would be contrary to any of the policies or guidelines established by the District concerning bullying or harassment;
- (b) any unwelcome or objectionable conduct or comment that would be considered discriminatory under the Human Rights Code;
- (c) Sexual Harassment;
- (d) any other unwelcome or objectionable conduct or comment by a Member toward another person that causes that individual to be humiliated or intimidated, including verbal aggression or insults, making derogatory comments, including questioning the professional competence of a Member, Staff, or Volunteer, calling someone derogatory names, or spreading malicious and untrue rumours.

CAO means the Chief Administrative Officer appointed by Council for the District of Barriere or their designate under the *Community Charter*.

Committee means a committee, advisory board, sub-committee, task force, working group, commission, board, or other body established by Council under the Community Charter Division 4 of Part 5 – Committees, Commissions and Other Bodies, or under the *Local Government Act*.

Committee Member means a person appointed to a Committee who is not a Council Member.

Complaint means a formal allegation, in accordance with the complaint procedure set out in this policy, that a Council Member has breached this policy.

Complainant means a person who has submitted a Complaint.

Confidential Information means information that could reasonably harm the interests of individuals or organizations, including the District of Barriere, if disclosed to persons who are not authorized to access the information, as well as information to which section 117 of the *Community Charter* applies.

Conflict of Interest means a situation when an individual is, or could be, influenced, by a personal interest, financial or otherwise, when carrying out their public duty. Personal interest can include direct or indirect financial interest, bias, pre-judgment, close-mindedness or undue influence.

Corporate Officer means the District Officer position that has been designated the Corporate Officer under section 148 of the *Community Charter*.

Council means the governing body of the District of Barriere.

Council Member means the Mayor and Councillors for the District.

District means the District of Barriere.

Gifts and Personal Benefits means items or services of value that are received by Members for personal use. These would include, but are not limited to, cash, gift cards, tickets to events, items of clothing, jewellery, pens, food or beverages, discounts or rebates on purchases, free or subsidized drinks or meals, entertainment, and invitations to social functions.

Investigator means the person appointed to fulfill the duties and responsibilities assigned in this Bylaw.

Member means a Council Member or Committee Member; including the Mayor.

Municipal Officer means a member of staff designated as an Officer under section 146 of the *Community Charter* or a bylaw under that section.

Personal Information means the same meaning as in the *Freedom of Information and Protection of Privacy Act*.

Respondent means a Council Member or Committee Member whose conduct is the subject of a Complaint.

Sexual Harassment means any verbal, written, or physical conduct, comment, gesture, or contact of a sexual nature that may cause offence or humiliation to a Member, Staff, Volunteer, or a member of the public or that might reasonably be perceived by Staff, a Volunteer, or a Member as placing a condition of a sexual nature on employment or on any opportunity for appointment, training, or promotion, and examples of sexual harassment may include, but are not limited to:

- (a) unwelcome remarks, questions, jokes, innuendo, or taunting, about a person's body or sex, including sexist comments or sexual invitations;
- (b) verbal abuse and threats of a sexual nature;

- (c) leering, staring, or making sexual gestures;
- (d) display of pornographic or other sexual materials in the form of degrading pictures, graffiti, cartoons, or sayings;
- (e) unwanted physical contact such as touching, patting, pinching, or hugging;
- (f) intimidation, threat, or actual physical assault of a sexual nature; and
- (g) sexual advances with actual or implied work-related consequences.

Staff means an employee, contractor, consultant, or other service provider of the District of Barriere, and includes volunteer firefighters.

Volunteer means a person serving the District who is not a Member or Committee Member.

Workplace means and includes, but is not limited to, work sites owned, operated, or controlled by the District, including the municipal hall, meeting rooms, operations centres, fire hall, parks locations and buildings, construction or maintenance sites, business related social functions, work locations away from the foregoing venues, work related conferences and training sessions, work related travel, telephone conversations, voice mail, and electronic messaging.

1.3 Purpose and Interpretation

1.3.1 This Bylaw governs the conduct of all Members, and sets out the rules Members must follow in fulfilling their duties and responsibilities as elected officials or appointed Committee Members, and the powers and procedures of Investigators in exercising oversight over Member conduct. Without limitation, this Bylaw applies in respect of the Workplace and elsewhere, including the use of social media by a Member.

1.3.2 The provisions of this Bylaw are to be interpreted broadly and in a manner that is consistent with the *Community Charter S.B.C. 2003, c. 36*.

1.4 Application

(a) This Bylaw applies to Council Members and Committee Members.

(b) For clarity, the provisions of this bylaw that reference Committee Members only, are intended to apply also to Council Members acting in their capacity as Committee Members.

(c) Unless otherwise provided, this Bylaw does not apply to a Member's conduct in their personal life, except to the extent that such conduct reasonably undermines public confidence in District governance.

(d) This Bylaw does not apply to Staff; except as it pertains to Part 5 of this Bylaw.

- (e) In the event of a conflict between this Bylaw and another District bylaw or Council policy governing Member conduct, this Bylaw prevails.
- (f) Nothing in this bylaw is intended to preclude Members, prior to the filing of a Complaint, from speaking to each other in order to resolve matters which may otherwise be captured by this Bylaw.

1.5 Severability

If any definition, section, subsection, paragraph, subparagraph, clause or phrase in this Bylaw is held invalid by a Court of competent jurisdiction, the invalid definition, section, subsection, paragraph, subparagraph, clause or phrase must be severed and the remainder of this Bylaw is deemed to have been adopted without the severed definition, section, subsection, paragraph, subparagraph, clause or phrase.

PART 2 – STANDARDS AND VALUES

2.1 Foundational Principles

The key statements of principle that underline this Code of Conduct are as follows:

- (a) **Integrity:** Members are keepers of the public trust and must uphold the highest standards of ethical behaviour. Members must:
 - i. make decisions that benefit the community;
 - ii. act lawfully and within the authorities of the *Community Charter, Local Government Act* and other applicable enactments; and
 - iii. be free from undue influence and not act, or appear to act, in order to gain financial or other benefits for themselves, family, friends, organized associations for which they are a member of, or personal business interests.
- (b) **Accountability:** Members are obligated to answer for the responsibility that has been entrusted to them. Members are responsible for decisions that they make. This responsibility includes acts of commission and acts of omission. In turn, decision-making processes must be transparent and subject to public scrutiny; proper records must be kept.
- (c) **Leadership:** Members must demonstrate and promote the key principles of the Code of Conduct through their decisions, actions and behaviour. Their behaviour must build and

inspire the public's trust and confidence in local government. Members will provide leadership to District staff through the CAO.

(d) **Respect:** Members must conduct public business efficiently and with decorum. They must treat each other and others with respect at all times. Members must:

- i. not use derogatory language in formal meetings or towards others;
- ii. respect the rights of other people; and
- iii. treat people with courtesy and recognition of the different roles others play in local government decision making.

(e) **Openness:** Members have a duty to be as open as possible about their decisions and actions. This means communicating appropriate information openly to the public about decision-making processes and issues being considered; encouraging appropriate public participation; communicating clearly; and providing appropriate means for recourse and feedback.

2.2 Interpretation

2.2.1 The foundational principles above are to inform the interpretation of the substantive provisions of this Bylaw and are not stand-alone bases for complaints.

2.2.2 In this Bylaw, a reference to a person who holds an office includes a reference to the persons appointed as deputy or appointed to act for that person from time to time.

2.2.3 This bylaw applies to the use of social media by Council Members in relation to District related matters.

PART 3 – CONDUCT OF ELECTED OFFICIALS

3.1 General Conduct

3.1.1 Members must adhere to the key principles and provisions of the Code of Conduct.

3.1.2 Members must act lawfully and within the authorities of the Community Charter, Local Government Act and other applicable enactments and exercise a reasonable degree of care and diligence in carrying out their functions.

3.1.3 Members have an obligation to consider issues and exercise powers, duties and functions in a manner that avoids arbitrary and unreasonable decisions.

3.1.4 Members must avoid behaviour that could constitute an act of disorder or misbehaviour. Specifically, Council Members must avoid conduct that:

- contravenes this bylaw;
 - contravenes the law, including the *BC Human Rights Code*, and other enactments, and District Bylaws; and
 - is an abuse of power or otherwise amounts to improper discrimination, intimidation, harassment or verbal abuse of others.
- 3.1.5 Council Members are prohibited from utilizing any District facilities or resources for personal or non-official purposes to ensure transparency, fairness, and the proper use of public resources.
- 3.1.6 For a period of twelve months after leaving office, abide by these guidelines except those related to confidential information which shall apply in perpetuity, or until public release of such information as authorized by Council.
- 3.1.7 Council Members must not attend meetings, conferences, seminars, educational courses, or other functions while representing the District of Barriere under the influence of alcohol, drugs, or any other substance that impairs ability to perform duties effectively, ethically, and responsibly. After hours social events at any function are excluded, as is the use of medically prescribed substances.
- (a) If a Council Member is found to be under the influence at a meeting, conferences, seminars, education course, or other function, the Council Member will be required to leave the meeting and take appropriate steps to address the impairment before returning to official duties.
 - (b) Repeated instances of such behavior may be subject to disciplinary actions as outlined in this Bylaw under Part 4.

3.2 **Roles, Responsibilities, and Interactions with Staff and Advisory Body Members**

- 3.2.1 Members have a responsibility to govern the District in accordance with the *Community Charter* and other legislation.
- 3.2.2 The Mayor has a statutory responsibility to provide leadership to the Council and to provide general direction to the CAO, respecting the municipal policies, programs and other directions of Council as set out in the *Community Charter*. Outside of this additional function and being the Chair of Council Meetings, the Mayor is an equal member of Council in the way of the decision-making process of Council.
- 3.2.3 The District follows the one employee model where Council's point of contact with staff is the CAO.

- 3.2.4 Members are not to contact Staff other than the CAO, unless it is in regard to basic inquiries, such as, but not limited to, conference attendance or accommodation bookings.
- 3.2.5 Members are to direct inquiries regarding departmental issues or questions to the CAO and refrain from contacting other Staff without first discussing the issue with the CAO whenever possible.
- 3.2.6 Advice to Members from Staff will be vetted and approved by the CAO.
- 3.2.7 Members will refrain from seeking opinions of staff directly.
- 3.2.8 Members will invite the CAO to be present at any meeting between a member and a member of staff where such attendance is requested by the staff member.
- 3.2.9 Members are not to issue instructions to any of the District's contractors, tenderers, consultants, or other service providers unless expressly authorized to do so.
- 3.2.10 Outside of a Council or Committee meeting, a Member shall not communicate with a tenderer or proponent regarding the subject matter of the procurement.
- 3.2.11 Members must not make public statements attacking or disparaging staff or Advisory Body Members and shall show respect for the professional capacities of staff.
- 3.2.12 Members must not involve staff in matters for political purposes (local or otherwise).
- 3.2.13 Members must not publish or report information or make statements attacking or reflecting negatively on the work of staff or Advisory Body Members except to the CAO as appropriate to bring a complaint to the attention of the CAO for follow up.
- 3.2.14 Significant information provided to any member, which is likely to be used in Council or in political debate, should also be provided to all other members of Council, and to the CAO.
- 3.2.15 Members must treat members of the public, other members of Council, Advisory Body Members and staff appropriately, and without bullying, abuse or intimidation in order to preserve a workplace free from harassment.
- 3.2.16 Staff provide professional advice to the Council and carry out decisions in an effective, efficient, and non-partisan manner.

3.3 Interactions with the Public and the Media

- 3.3.1 Members will accurately communicate the decisions of the Council, even if they disagree with the majority decision of Council, and by so doing affirm the respect for and integrity in the decision-making processes of Council.
- 3.3.2 When discussing the fact that a decision was not supported, or voted against the decision, or that another Council Member did not support a decision or voted against a decision, a Council Member will refrain from making disparaging comments about other Council Members or about Council's processes and decisions.
- 3.3.3 A Member must not communicate on behalf of the District unless authorized to do so:
 - (a) pursuant to a District Communication Policy;
 - (b) by Council resolution;
 - (c) or by virtue of a position or role the Member has been authorized to undertake by Council.
- 3.3.4 Without limiting the ability of the Council Member to hold a position on an issue and respectfully express an opinion, a Member must ensure that:
 - (a) their communications relating to Council business are accurate and not issue any communication that the Member knows, or ought to have known, to be false; and
 - (b) all communications by, and on behalf of a Member, including communications made via social media, are respectful and do not discriminate against, harass, or defame any Member, Staff, or Volunteer.

3.4 Public Meetings

- 3.4.1 A Member must act with decorum at Council and Committee meetings and in accordance with District of Barriere's Council Procedure Bylaw, as amended or replaced from time to time.

3.5 Collection and Handling of Information

- 3.5.1 Members must:
 - (a) Collect and use personal information in accordance with *Freedom of Information and Protection of Privacy Act* legislation and the Protection of Privacy Policy;
 - (b) Protect information that is specifically marked confidential, that is Personal Information and other material identified or understood to be confidential in nature;

- (c) not discuss or disclose Confidential Information with or to Staff, or with persons outside the organization except as authorized;
- (d) not discuss or disclose any Personal Information with or to other Members, Staff, or with persons outside the organization except in a manner consistent with the duty to protect Personal Information under the *Freedom of Information and Protection of Privacy Act*.
- (e) Take reasonable care to prevent the examination of confidential material or access to Personal Information by unauthorized individuals;

- (f) Not use Confidential Information except for the purpose for which it is intended to be used;
- (g) Only release information through the FOI Head and in accordance District policies, procedures and in compliance with the *Freedom of Information and Protection of Privacy Act*;
- (h) Not disclose decisions, resolutions or report contents forming part of the agenda for or from an in-camera meeting of Council until a corporate decision has been made for the information to become public; and
- (i) Not disclose details on Council's in-camera deliberations or specific detail on whether individual Councillors voted for or against an issue.

3.5.2 Except in the normal course of duties, Members must not in any way change or alter District records or documents.

3.5.3 When dealing with Personal Information, Members must comply fully with the provisions of the *Freedom of Information and Protection of Privacy Act*. All reasonable and necessary measures must be taken to ensure that the personal or private business information of individuals is protected. Personal information includes information or an opinion about a person whose identity is apparent, or can be determined from the information or opinion.

3.6 Use of Social Media

3.6.1 The provisions of this Bylaw apply, without limitation, to the use of a Member's personal and official social media accounts.

3.6.2 Members will use caution in reporting decision-making by way of their social media profiles and websites ensuring that any material they publish is accurate, precise and communicates the intent of Council.

3.6.3 Members will refrain from using or permitting use of their social media accounts for purposes that include generating or recirculating:

- (a) defamatory remarks, obscenities, profane language or sexual content;

- (b) negative statements disparaging other members of Council;
- (c) negative statements disparaging staff or calling into question the professional capabilities of staff or their work;
- (d) content that endorses, promotes, or perpetuates discrimination or mistreatment on the basis of race, religion or belief, age, gender, marital status, national origin, physical or mental disability or sexual orientation;
- (e) statements that indicate an actual attitudinal bias in relation to a matter that is to be the subject of a statutory or other public hearing;
- (f) promotion of illegal activity;
- (g) information that may compromise the safety or security of the public or public systems;
- (h) statements that may be construed as bias regarding development, planning or bylaw matters in which a public hearing has not yet been conducted;
- (i) Comment or interact with a social media post relating to bylaw enforcement matters or, planning and development matters.

3.6.4 Members must regularly monitor their social media accounts and immediately take measures to remove messages or postings by others that violate this bylaw.

3.6.5 Members must not create or use false identity social media accounts.

3.7 Conflict of Interest

3.7.1 Members shall not participate in a discussion of a matter or vote on a question in respect of that matter, in respect of which the Member has a Conflict of Interest as required in the *Community Charter*.

3.7.2 In respect of each matter before Council, a Council Member shall:

- (a) assess whether they have a Conflict of Interest; and
- (b) determine whether it is necessary to seek independent legal advice, at their own cost except where the CAO approves the cost, with respect to any situation which may result in a Conflict of Interest.

3.7.3 If a Member believes they have a Conflict of Interest in respect of a matter in a Council or Committee meeting, the Member shall:

- (a) notify the Mayor or the Chair of the meeting that the Member has a Conflict of Interest prior to the matter being considered, and the Member shall restate the Conflict of Interest each time the matter arises before Council;
- (b) refrain from discussing the matter with any other Member publicly or privately; and

- (c) leave any meeting if the matter is discussed and not return until the discussion has ended or voting on the matter has been concluded.

3.8 Use of Influence

- 3.8.1 Members must not attempt to influence a decision of the Council, a Committee, a Municipal Officer, or Staff if the Member has a pecuniary Conflict of Interest in relation to that decision.
- 3.8.2 Members must not use their office to provide preferential treatment to any person or organization except as warranted by the ordinary and lawful discharge of their duties.
- 3.8.3 Members must not intimidate, improperly influence, threaten, or coerce Staff.

3.9 Gifts and Personal Benefits, and Reporting

- 3.9.1 Section 105(1) of the *Community Charter* prohibits Council Members from directly or indirectly accepting a fee, gift or personal benefit connected with the official's performance of the duties of office.
- 3.9.2 Section 105(2) of the *Community Charter*, a Council Member may accept gifts and personal benefits received as an incident of the protocol or social obligations that normally accompany the responsibilities of elected office.
- 3.9.3 Members must disclose a Gift or Personal Benefit, received in accordance with section 105 of the *Community Charter*, as per section 106 of the *Community Charter*.
- 3.9.4 Committee Members must comply with 3.9.1, 3.9.2 and 3.9.3 as though they were Council Members.
- 3.9.5 Where a gift or personal benefit that may be accepted under the *Community Charter* has a value in excess of \$100.00, the member who receives the gift will do so on behalf of the District and turn over the gift to the District, except as otherwise permitted by Council.
- 3.9.6 Members must not accept a gift or personal benefit that could reasonably be expected to result in a real or perceived conflict of interest, and to assist in avoiding that situation.

- 3.9.7 Members will not accept gifts or personal benefits from business or commercial enterprises having a value that exceeds \$50.00 or, where the total value of such gifts and benefits, received directly or indirectly from one source in any twelve (12) month period, would exceed \$250.00.
- 3.9.8 If a Members receives a gift or personal benefit that they do not wish to accept, regardless of value, they may immediately relinquish the gift or personal benefit to the District, in which case a disclosure form would not be required. If the gift or personal benefit is not immediately relinquished to the District, then the member must file a disclosure form.
- 3.9.9 The content of the disclosure must comply with section 106(2) of the *Community Charter* and must be filed “as soon as reasonably practicable” with the Corporate Officer.
- 3.9.10 It is the responsibility of Members to be familiar with the provisions in the Community Charter relating to acceptance and disclosure of gifts and to ensure that they comply with these requirements as contemplated by the statute.
- 3.9.11 The value of each gift or personal benefit shall be determined by its replacement cost.
- 3.9.12 Where a gift or personal benefit is relinquished to the District, the Corporate Officer will record the receipt of the item, nature of the gift or personal benefit, source (including the addresses of at least two individuals who are directors, in the case of a corporation), when the gift was received, and the circumstances under which it was given and accepted.

PART 4– BREACHES, COMPLAINT HANDLING, AND DISCIPLINARY ACTION

4.1 General

- 4.1.1 This section, Breaches, Complaint Handling and Disciplinary Action, is for internal use only. Members and Staff within the District of Barriere can use this section to lodge a complaint against a member of Council in relation to their own interactions with that Council Member.
- 4.1.2 Members are to abide by the requirements of the *Community Charter* and this bylaw and shall endeavour to resolve interpersonal disputes in good faith, recognizing that interpersonal rancour does not facilitate good governance.

4.2 Members of Council (and Committees)

4.2.1 Alleged breaches by members shall be submitted in a written complaint, as per the Breach Sample Template 1 attached to and forming part of this bylaw, or a similar written form containing all the information required as per the Sample Template 1 form, addressed to the Mayor and the CAO within six (6) months of the last alleged breach.

In the event that the:

(a) Mayor is the subject of, is in a conflict of interest related to the complaint, or is implicated in the complaint, the complaint shall be addressed to the current Acting Mayor and the CAO unless that individual is the subject of, or implicated in the complaint; or

(b) CAO is the subject of, is in a conflict of interest related to the complaint, or is implicated in the complaint, the complaint shall be addressed to the Corporate Officer unless that individual is the subject of or implicated in the complaint.

4.2.2 Upon receipt of a complaint under section 4.2.1, the Mayor or designated Councillor, and the CAO or designate (Corporate Officer) shall review the bylaw and the details of the alleged breach.

The role of the Mayor and CAO (or designate) is to be the keeper of the process, not to adjudicate the complaint. Their role is to facilitate and seek a mutually beneficial resolution between the parties. Information from both parties should be obtained, reviewed and options for resolution canvassed. There is no ability for the Mayor / CAO or designates to give advice about the processing or quality of resolution of the complaint.

4.2.3 If the situation is not able to be resolved through the informal process within thirty (30) days, the Mayor and the CAO or designates will work to appoint an independent third party. Numerous third-party investigators will be identified. The Complainant(s) and Respondent(s) will be provided with the resumes of the identified parties. The Complainant(s) and Respondent(s) have the ability to agree or disagree that the proposed parties have the necessary professional skills, knowledge and experience to investigate the complaint (the "Third Party Investigator").

The Complainant(s) and Respondent(s) will notify the Mayor and CAO or designated if they have a conflict of interest with any of the proposed Third-Party Investigators.

The Third-Party Investigators will be contacted and the individual with the next available opening in their schedule will be appointed to the matter.

- 4.2.4 If the parties cannot agree on the choice of investigator, a nominee of the Complainant(s) and the Respondent(s) shall jointly select a suitable Third-Party Investigator.
- 4.2.5 If the Complainant(s) or Respondent(s) refuse to participate in a formal investigation, the investigation may continue without that individuals' participation. The Third-Party Investigator will make their determination based on the information they are provided.

Not participating in the processes as outlined in sections 4.2.1 and 4.2.3 may also be considered grounds for a complaint under the policy.

- 4.2.6 Throughout both the informal or formal investigation, either party can have legal counsel present to assist them. Legal counsel must follow rules of in-camera or procedural bylaws process that are applicable.
- 4.2.7 To protect confidentiality, information provided to the Respondent(s) will be limited to the Breach Sample Template completed by the Complainant, or a similar written form containing all the information required as per the Sample Template 1 Form.
- 4.2.8 The Third-Party Investigator may conduct a preliminary assessment of the complaint, at the conclusion of which the investigator may determine to continue the investigation or make a written recommendation that the complaint be dismissed as unfounded, beyond jurisdiction or unlikely to succeed.
- 4.2.9 If the Third-Party Investigator determines to continue the complaint, the Third-Party Investigator shall:
- (a) Conduct an independent and impartial investigation of the complaint in a manner that is fair, timely, confidential and otherwise accords with the principles of due process and natural justice;
 - (b) Provide an investigation update within ninety (90) days of their appointment to the Mayor and the CAO or designates, as applicable, and to the Complainant and the Respondent;
 - (c) Provide a written, confidential report (the "Report") of the findings of the investigation, including findings as to whether there has been a breach of this Code of Conduct, to the Mayor and the CAO or designates, as applicable;
 - (d) Provide recommendations regarding if a copy of or selected sections of the final Report should be provided to the Complainant and the Respondent; and

- (e) Provide recommendations in the Report as to the appropriate resolution of the complaint, which recommendations may include:
- i. dismissal of the complaint; or
 - ii. public censure¹ of the Council Member or Officials for misbehaviour or a breach of this Code of Conduct;
 - iii. a recommendation that a Council Member or Officials apologize to any person adversely affected by a breach of this Code of Conduct;
 - iv. training or counselling of a Council Member or Members;
 - v. mandatory training on District businesses, the *Community Charter*, or this Bylaw;
 - vi. mandatory training on respectful workplace communications or other interpersonal skills;
 - vii. a letter of reprimand from Council addressed to the Council Member;
 - viii. a request from Council that that the Council Member issue a letter of apology;
 - ix. limitations and restrictions on access to certain District facilities and resources;
 - x. in accordance with the Community Charter, suspension or removal of the Member from some or all Committees and bodies to which the Member was appointed;
 - xi. prohibition from representing the District at events and/or attending conferences or seminars;
 - xii. directions to the CAO or their designate regarding the terms and conditions upon which the Member may receive Council or other District documents, including documents containing Confidential Information;
 - xiii. prohibition from representing the District at events and/or from being reimbursed for attending conferences and seminars;
 - xiv. referral to a prosecutor or police;
 - xv. suspension or removal of the appointment of a Council Member as the Acting Mayor;
 - xvi. reduction in compensation in accordance with the Council Remuneration and Expense Bylaw, as amended or replaced from time to time; and/or
 - xvii. Any other sanctions, corrective actions, and other measures recommended by the Investigator or considered appropriate by Council, so long as those sanctions, corrective actions, and other measures are within Council's authority.

¹ *Note to Reader on Public Censure (ii.) - There is no defined or prescribed process related to public censure. The common law rules of natural justice would apply, meaning the right to a fair hearing, which includes the right to know the case against oneself, the right to be heard, the right to have an impartial adjudicator, and sometimes (but not always) the right to be represented by legal counsel.*

- 4.2.10 The Mayor and the CAO or designates shall consider whether the Report or an executive summary of the Report should be presented to Council.
- 4.2.11 The Corporate Officer will receive and retain all reports prepared related to the complaint.
- 4.2.12 At the conclusion of the process the Third-Party Investigator will destroy all notes that were taken or documents that were provided throughout the process of the investigation.
- 4.2.13 Where a Member alleges a breach of this Code of Conduct by a fellow Council Member, all Council Members shall refrain from commenting on such allegations at open meetings of Council pending the conclusion of the Report and any decision of Council on the Report.
- 4.2.14 Members who retain legal counsel to represent them in proceedings under this section may request in writing that the District indemnify them for their reasonable costs of representation, in accordance with section 740 of the *Local Government Act*.
- 4.2.14 Staff who retain legal counsel to represent themselves in proceedings under this section may request, in writing, reimbursement of reasonable costs from the District.

PART 5 - REPRISALS, OBSTRUCTION, AND VEXATIOUS ALLEGATIONS

5.1 No Interference or Obstruction

- 5.1.1 No Member, or Staff will threaten, interfere with, or otherwise obstruct the Investigator in relation to the Investigator carrying out their duties and responsibilities under this policy.
- 5.1.2 No Member or Staff will tamper with or destroy documents or electronic records related to any matter under investigation pursuant to this Bylaw or refuse to respond to the Investigator when questioned regarding an investigation.

5.2 No Reprisals

- 5.2.1 No Member shall threaten or undertake any reprisal against a Complainant or against a person who provides information to the Investigator in the context of an investigation.

5.3 Disciplinary Action

5.3.1 A breach by any person of sections 5.1.1, 5.1.2, or 5.1.3 may result in appropriate disciplinary action, including, without limitation:

- (a) in the case of Member, Council may impose censures, sanctions, corrective actions, and other measures described in section 4.2.9 (e); and
- (b) in the case of Staff and Volunteers, disciplinary action or the termination of employment or appointment for just cause, as applicable.

5.4 Vexatious Allegations and Complaints

5.4.1 Any person who makes an allegation or Complaint under this Bylaw that is subsequently found to have been made in a deliberately vexatious or malicious manner, or otherwise to have been made in bad faith, will be subject to appropriate disciplinary action, including, without limitation:

- (a) in the case of Members, Council may impose censures, sanctions, corrective actions, and other measures described in section 4.2.9 (e); and
- (b) in the case of Staff and Volunteers, disciplinary action or the termination of employment or appointment for just cause, as applicable.

PART 6 - ATTACHMENTS

6.1 Attachments

6.1.1 Attached to and forming part of this bylaw are the following sample templates that could be utilized as part of the information resolution process:

- Proactive Apology² by Council Member (Sample Template 2)
- Apology² by Council Member if held by Council to have violated the Code of Conduct (Sample Template 3)

2 – Note to Reader regarding Apology: British Columbia’s Apology Act provides that an “apology” made by or on behalf of a person in connection with any matter does not constitute an express or implied admission or acknowledgement of fault or liability. “Apology” is defined as “an expression of sympathy or regret, a statement that one is sorry or any other words or actions indicating contrition or commiseration, whether or not the words or actions admit or imply an admission of fault.” The Act further provides that an apology does not void, impair or otherwise affect any insurance coverage that is available, or that would, but for the apology, be available to the person in connection with the matter. Evidence of an apology made by or on behalf of a person in connection with any matter is not admissible in any court as evidence of the fault or liability of the person in connection with that matter and must not be taken into account in any determination of fault or liability.

READ A FIRST TIME THIS 18th day of November, 2024.

READ A SECOND TIME THIS 18th day of November, 2024.

READ A THIRD TIME THIS 18th day of November, 2024.

ADOPTED THIS day of , 2024.

Acting Mayor Rob Kerslake

Tasha Buchanan, Corporate Officer

SAMPLE

TEMPLATE 1 – Complaint

DATE OF COMPLAINT: _____

NAME OF PERSON MAKING THE COMPLAINT: _____

NAME OF COUNCIL MEMBER WHO THE COMPLAINT IS AGAINST: _____

DATE OF THE BREACH: _____

SECTIONS OF THE COUNCIL CODE OF CONDUCT THAT HAVE BEEN BREACHED:

DETAILED DESCRIPTION OF INCIDENT AND HOW THE CODE OF CONDUCT WAS BREACHED:

HAVE YOU APPROACHED THE OTHER COUNCIL MEMBER TO LET THEM KNOW ABOUT YOUR CONCERNS?

Y____ N____

WHAT IS THE RESOLUTION THAT YOU ARE SEEKING?

SAMPLE

TEMPLATE 2 – Proactive Apology by Council Member

[DATE]

PERSONAL AND CONFIDENTIAL

[Name of Recipient]

[Title]

District of Barriere

[Address]

[City, Province Postal Code]

Attention: [title] [last name]

Re: Apology [subject]

As you know, on [date], I [briefly set out the nature of the offending conduct. It is recommended you provide dates, times and a description of the conduct at issue as you understand it].

On [date], you confronted me about my behaviour/conduct and expressed [describe briefly the conduct complained of and how it affected the offended person]. I acknowledge that my conduct / actions made you feel [describe how it affected the offended person] and I admit that my [actions / conduct] were [reformulate why your actions were wrong in your own words – ex: offensive, derogatory, belittling, in poor taste, defamatory, wrong, discriminatory, callous, harmful to your reputation etc.].

Having reflected on [your complaint / our conversation], I take full responsibility for my [actions / conduct] and wish to apologize for the harm that I have caused you. My behaviour was not in keeping with the key principles of our Council's Code of Conduct. In particular, I acknowledge that my conduct was in violation of [identify the section(s) of the Code of Conduct breached].

Going forward, I commit to being more careful in my [words / actions] and to making better efforts to respect and abide by my obligations set out in the Code of Conduct. Please accept my heartfelt apology.

Sincerely,

[name]

[title]

SAMPLE
TEMPLATE 3 - If held by Council to have violated the Code of Conduct

[DATE]

PERSONAL AND CONFIDENTIAL

[Name of Recipient]

[Title]

District of Barriere

[Address]

[City, Province Postal Code]

Attention: [title] [last name]

Re: Apology [subject]

As you know, on [date], I [briefly set out the nature of the offending conduct. It is recommended you provide dates, times and a description of the conduct at issue as you understand it].

On [date], you confronted me about my behaviour/conduct and expressed [describe briefly the conduct complained of and how it affected the offended person]. In light of Council having concluded that my conduct constituted a violation of the District's Council Code of Conduct, I acknowledge that my conduct / actions made you feel [describe how it affected the offended person] and I admit that my [actions / conduct] were [reformulate why your actions were wrong in your own words – ex: offensive, derogatory, belittling, in poor taste, defamatory, wrong, discriminatory, callous, harmful to your reputation etc.]

Having reflected on [the decision of Council], I take full responsibility for my [actions / conduct] and wish to apologize for the harm that I have caused you. My behaviour was not in keeping with the key principles of our Council's Code of Conduct. In particular, I acknowledge that my conduct was in violation of [identify the section(s) of the Code of Conduct breached].

Going forward, I commit to being more careful in my [words / actions] and to making better efforts to respect and abide by my obligations set out in the Code of Conduct. Please accept my heartfelt apology.

Sincerely,

[name]

[title]



DISTRICT OF BARRIERE COUNCIL POLICY MANUAL

Page 1 of 10

Approval Date: December 17, 2007

NO: 3
SECTION: GENERAL ADMINISTRATION
SUBJECT: CONFLICT OF INTEREST GUIDELINES

[NOTE: Where the masculine is used in these Guidelines, it includes the feminine where the context requires.]

The proper operation of democratic local government requires that elected officials be independent, impartial and duly responsible to the people. To this end, it is imperative that the following three principles be followed:

1. Government decisions and policy be made through the proper and lawful channels of government structure.
2. Public office not be used for personal gain.
3. The public have confidence in the integrity of its government.

(1) THE LAW

It is your personal responsibility to comply with the law and to avoid conflicts of interest.

Therefore, make sure that you have read and understood the provisions of the Community Charter, the Financial Disclosure Act, the Criminal Code of Canada and the summary of the common law provided to you with this Guide.

You should remember that if some or all of your financial or property interests are held otherwise than in your own name and the nature of them does not appear in your disclosure statement under the Financial Disclosure Act that in certain circumstances you may have to declare those interests in order to comply with these guidelines. Similarly you may have to declare the interest of your family.

If you are in any doubt as to the meaning, requirements or application of any of these laws you should seek advice; possibly from your own solicitor, from experienced Councillors, or from senior Staff.

You shall not assume that any unethical activities not covered by or specifically prohibited by these guidelines, or by legislation, are therefore condoned.

Remember that the responsibility is always yours.

(2) PUBLIC DUTY AND PRIVATE INTERESTS

- (i) Your overriding duty as a Councillor is to all of the residents of the District of Barriere.
- (ii) Whenever you have, or any member of your family has, a private or personal interest in any question which Councillors must decide, you must not do anything to let that interest influence the decisions.

You shall:

- Declare to Council at the first opportunity your interests or known interests of any close relatives, in any enterprise which proposes to transact business with the Municipality;
 - Make no effort whatsoever to influence Council or Staff in any decisions on the matter;
 - Leave the place of the meeting prior to discussions and vote on the subject, and;
 - Of course, not vote on the matter
- (iii) Do nothing as a Councillor which you could not justify to the public.
 - (iv) It is not enough to avoid actual impropriety; you should at all times avoid any occasion for suspicion or the appearance of improper conduct.
 - (v) As each matter comes before Council, each member shall decide for himself whether he has a specific property, business or financial interest, direct or indirect, which could be affected to the benefit or detriment of the member, his family or associates. If he has, he should then decide whether the effect would be a personal benefit to himself, family, or associate as opposed to an effect on the community as a whole. If it would not affect the whole community, but would have a similar effect on a majority of, or substantial number of persons in the community with similar interest, then his acting on the matter would probably not result in a conflict of interest.

(3) DISCLOSURE OF PECUNIARY AND OTHER INTERESTS

- (i) The law makes specific provision requiring you to disclose pecuniary interest, direct and indirect. But interests which are not pecuniary can be just as important. Kinship, friendship, membership of an association,

religion, partisanship, institutional or ethnic interests and so forth can sometimes influence your judgment and give the impression that you might be acting for personal motives. A good test is to ask yourself whether others will think that the interest, in the circumstances of the matter at issue, is of a kind to make this possible. If you think they would, or if you are in doubt, disclose the interest and withdraw from the meeting unless you are specifically invited to stay.

- (ii) The principles about disclosure of interest should be borne in mind in your unofficial relations with other Councillors or informal or social occasions no less scrupulously than at formal meetings of Council, its Committees or Sub-Committees.

(4) MEMBERSHIP AND CHAIRMANSHIP OF COUNCIL COMMITTEES AND SUB-COMMITTEES

- (i) You, or a firm or body with which you are personally connected, may have professional business or personal interests within an area for which the Council is responsible; such interests may be substantial and closely related to the work of one or more of the Council's Committees or Sub-Committees, concerned with (say) planning or developing land, personnel matters or the letting of contracts for supplies, services or works. Before seeking or accepting membership of any such Committee or Sub-Committee, you should seriously consider whether your membership would involve you:
 - (a) In disclosing an interest so often that you could be of little value to the Committee or Sub-Committee, or;
 - (b) In weakening public confidence in the impartiality of the Committee or Sub-Committee.
- (ii) You should not seek or accept the Chairmanship of a Committee or Sub-Committee whose business is closely related to a substantial interest or range of interests of yourself or of any body with which you are associated.

(5) COUNCILLORS AND OFFICERS

- (i) Both Councillors and Officers are servants of the public, and they are indispensable to one another. But their responsibilities are distinct. Councillors are responsible to the electorate and serve only so long as their term of office lasts. Officers are responsible to the Council and are permanently appointed. An Officer's job is to give advice to Councillors and the Council, and to carry out the Council's work under the direction and control of the Council and its Committees.

- (ii) Mutual respect between Councillors and Officers is essential to good local government. Close personal familiarity between individual Councillors and Officers can damage this relationship and prove embarrassing to other Councillors and Officers.

(6) USE OF CONFIDENTIAL AND PRIVATE INFORMATION

- (i) As a Councillor you necessarily acquire much information that has not yet been made public and is still confidential. It is a grave betrayal of trust to use confidential information for personal advantage of yourself or of anyone known to you.
- (ii) You must not communicate information designated confidential to anyone not entitled to receive it.

If you disagree with the designation of such information as confidential, or the designation of those entitled to receive it, under no circumstances should you arbitrarily disclose it. First you should advise Council in writing at an “In Camera” meeting of your disagreement and the reasons for it. If the disagreement is not resolved before you decide to disclose the information, you should carefully reflect your decision against the first and third principles which preface these guidelines.

(7) GIFTS AND HOSPITALITY

Treat with extreme caution any offer or gift, favour or hospitality that is made to you personally. The person or organization making the offer may be doing or seeking to do business with the Council, or may be applying to the Council for planning permission or some other kind of decision. Working lunches and other social occasions arranged or authorized by Council or by one of its Committees or Sub-Committees may be a proper way of doing business, provided that no extravagance is involved. Nor can there be any hard and fast rule about acceptance or refusal of tokens of goodwill on special occasions. But you are personally responsible for all such decisions and for avoiding the risk of damage to public confidence in local government. The receipt or offer of gifts should be reported to the Chief Administrative Officer.

(8) EXPENSES AND ALLOWANCES

There as a Councillor. These rules should be scrupulously observed.

(9) USE OF COUNCIL FACILITIES

Make sure that any facilities – such as transport, stationery, or administrative support services – provided by the Council for your use in your duties as a Councillor are used strictly for those duties and for no other purpose.

(10) UNDUE INFLUENCE

Do not use your position to secure special privileges, favours or exemptions for yourself or any other person.

(11) CONDUCT AFTER LEAVING OFFICE

For a period of twelve months after leaving office, abide by these guidelines except those related to confidential information which shall apply in perpetuity, or until public release of such information as authorized by Council.

GUIDELINES FOR COUNCIL APPOINTEES TO
CIVIC BOARDS, COMMITTEES AND COMMISSIONS

[NOTE: Where the masculine is used in these Guidelines, it includes the feminine where the context requires.]

All such bodies are called “Committees” in the Guidelines.

It is essential that Council, in its deliberations and in its conduct of municipal affairs, should have available to it the wisdom, expertise, experience and advice of competent members of the community. It is also essential that members of such Committees be seen to act with integrity to ensure a continued confidence in the process by the citizenry.

In most cases, the advice and guidance of such persons is sought because they have practical experience and special knowledge in the areas of endeavor covered by the mandate of the particular Committee on which they are invited to serve and generally will have business and property interests in those fields of endeavor.

But it is essential and is a matter of law that such members not allow themselves to become involved in conflict of interest situations.

A summary of the law on conflicts of interest is available to you through the Corporate Administration Office.

A member of a Committee stands as a trustee for the local community and he is not to vote or to deal so as to gain or appear to gain private advantage out of matters over which he is asked to comment and advise.

1. Your overriding duty as a member of a Committee is to all residents of the District of Barriere.
2. Whenever you have, or any member of your family has, a private or personal interest in any question on which you must advise, you must not do anything to let that interest influence the advice.

3. It is not enough to avoid actual impropriety; you should at all times avoid any occasion for suspicion or the appearance of improper conduct.
4. As a Committee member you often acquire information that has not yet been made public. It is a grave betrayal of trust to use confidential information for personal advantage of yourself or anyone known to you.
5. You must not communicate information designated confidential to anyone not entitled to receive it.
6. Do not use your position to secure special privileges, favours or exemptions for yourself or any other person.
7. Avoid any situations that may cause any person to believe that you may have brought bias or partiality to a question before Council.
8. As each matter comes before a Committee, each member should decide for himself whether he has a specific property, business or financial interest, direct or indirect, which could be affected to the benefit or detriment of the member, his family or associates. If he has, he should then decide whether the effect would be a personal benefit to himself, family or associate as opposed to an effect on the community as a whole. If it would not affect the whole community, but would have a similar effect on a majority of, or substantial number of persons in the community with similar interests, then his acting on the matter would probably not result in a conflict of interest.

Such a financial business or property interest would include an interest as an advocate or lobbyist whether the member was being paid for his services or not. It would be difficult to conceive of a situation where such advocacy would not result in a conflict of interest. Therefore, a member should always withdraw and take no part whatsoever to influence the Committee on any question if he has been engaged to influence in any way the decision on that question. He should always declare such an interest – preferably for his own protection – in writing.

If a member does have such an interest whether personal or community as above discussed, he should declare it to the Committee as soon as possible. The Committee Chair shall then report the conflict in writing to Council as soon as possible.

If it is personal, the member should:

1. Leave the place of a meeting'
2. Take no part in the discussion
3. Do nothing to influence the other members of the Committee;
4. Not vote; and,

5. Take no part in drafting the report of the Committee insofar as it touches on that particular matter.

If he deems his to be a community interest he should continue to act as a member of the Committee.

It may be that a member has business or property interests which, for sound business or other reasons, it would be imprudent to declare at that time. Therefore, because secrecy, no matter how prudent, can give rise to suspicion in others, the member should proceed as though for the time being at least, his interest is personal – even if when it becomes public knowledge it would be clearly a community interest.

In summary, before seeking or accepting membership on any Council-appointed Board, Committee or Commission, an individual should seriously consider whether such membership would involve the individual;

1. In disclosing an interest so often that he would be of little value to the Board, Committee or Commission, or
2. In weakening public confidence in the impartiality of the Board, Committee or Commission.

CONFLICT OF INTEREST CODE (MUNICIPAL EMPLOYEES)

“District” means the District of Barriere

“Employee” means an Officer of the District or a Management/Excluded Employee of the District as designated by “**MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT**” AND THE DISTRICT OF BARRIERE INDEMNIFICATION BYLAWS.

Impartiality and Equality of Service:

1. An Employee shall carry out his/her duties with integrity, impartiality and equality of service to the general public.

Preferential Treatment:

2. An Employee shall not go beyond his/her official duty to assist those dealing with the District where this would result in preferential treatment.

Public Interest:

3. An Employee shall exercise care in the management of his/her private affairs so as not to benefit, or be perceived by the public to benefit from, any District transactions over which he/she can influence decisions (for example: investments, borrowing, purchases, sales, contracts, grants, regulatory or discretionary approvals and appointments).

Confidential information:

4. An Employee shall not use information which is not available to the general public for his/her own personal profit or advantage, and shall not provide such information to others unless it is in the course of the Employee's duties to do so.

Outside Remuneration:

5. An Employee may engage in outside employment, carry on business or receive public funds for personal activities provided that it does not place demands inconsistent with his/her job, or jeopardize his/her objectivity, and in particular that:
 - (i) It does not interfere with the performance of his/her duties;
 - (ii) It does not represent a conflict of interest as herein set out;
 - (iii) He/she does not have an advantage derived from his/her employment;
 - (iv) It is not performed in such a way as to appear to be an official act; and
 - (v) It does not involve the use of District premises, services, equipment, information or supplies which he/she has access to by virtue of his/her employment with the District.
6. An Employee shall forthwith file a written disclosure of any activity as set out in Section 5 with the Chief Administrative Officer.
7. On receipt of a written disclosure by an Employee, the Chief Administrative Officer shall forward a copy of same to members of Council.

Hospitality, Gifts and Other Benefits:

8. An Employee shall not solicit or accept hospitality, gifts or other benefits which might influence his/her conduct at work, or which could compromise the objectivity of the Employee or result in a public perception that his/her objectivity is compromised.

District Materials, Equipment and Facilities:

9. An Employee shall not use, or allow the use of, District materials, equipment and facilities for unapproved activities.

Property (Land):

10. An Employee shall not deal in property directly or indirectly within the District other than his/her personal residence without first informing the Chief Administrative Officer in writing.
11. An Employee shall declare to the Chief Administrative Officer his/her interest, direct or indirect, in any property which is subject to a rezoning proposal or subdivision within the District.

Private Interests:

12. An Employee shall declare to the Chief Administrative Officer, in writing, any personal or corporate interest held directly or indirectly by the Employee or by an immediate relative of the Employee in a contract or a proposed contract with the District, or in any enterprise which proposes to transact business with the District.

For the purpose of this Section:

“immediate relative” means a spouse (including common-law spouse), parent, child, brother, sister, brother-in-law or sister-in-law.

“indirectly” means through any other person, including a company, trustee or immediate relative.

Plans for, or Offers of, Outside Employment:

13. An Employee shall not allow himself/herself to be influenced in the pursuit of his/her official duties and responsibilities by plans for, or offers of, outside employment.

Post-Employment Behavior:

14. Former Officers of the District who have provided advice to the District on ongoing, specific matters may not switch sides by acting for another employer on the same matter.

Reporting of Conflict of Interest:

15. An Employee shall report to the Chief Administrative Officer any conflict of interest or potential conflict of interest of which he/she is aware involving himself/herself or his/her family, or any other Employee of the District. The Chief Administrative Officer shall then report the conflict to District Council.

16. The Chief Administrative Officer shall report to the District Council any conflict of interest or potential conflict of interest of which he/she is aware involving himself/herself or his/her family, or any other Employee of the District.

Previous Revision/s: None



DISTRICT OF BARRIERE

POLICY MANUAL

Approval Date: December 20, 2021

NO: 42	
DEPARTMENT:	COUNCIL
SUBJECT:	COUNCIL CODE OF ETHICS AND CONDUCT POLICY

PURPOSE:

To set minimum expectations for the behaviour of Council officials in carrying out their functions.

SCOPE:

All Council officials and the Chief Administrative Officer.

DEFINITIONS:

Advisory Body Member: a person sitting on an advisory committee, task force, commission, board, or other Council-established body.

Confidential Information: Confidential Information includes information that could reasonably harm the interests of individuals or organizations, including the District of Barriere, if disclosed to persons who are not authorized to access the information, as well as information to which section 117 of the *Community Charter* applies.

Council official: all seven members of Council

Personal Information: has the same meaning as in the *Freedom of Information and Protection of Privacy Act*

Staff: an employee, volunteer, or contract employee of the District of Barriere, and includes staff that supports Advisory Bodies.

Municipal Officer: a member of staff designated as an Officer under section 146 of the *Community Charter* or a bylaw under that section.

INTERPRETATION:

(a) In this policy, a reference to a person who holds an office includes a reference to the persons appointed as deputy or appointed to act for that person from time to time.

(b) This Code of Conduct applies to the use of social media by Council officials in relation to District related matters.

POLICY STATEMENTS:

1. Key Principles

- 1.1 **Integrity:** Council officials are keepers of the public trust and must uphold the highest standards of ethical behaviour. Council officials are expected to:
- make decisions that benefit the community;
 - act lawfully and within the authorities of the *Community Charter, Local Government Act* and other applicable enactments; and
 - be free from undue influence and not act, or appear to act, in order to gain financial or other benefits for themselves, family, friends, organized associations for which they are a member of, or personal business interests.
- 1.2 **Accountability:** Council officials are obligated to answer for the responsibility that has been entrusted to them. They are responsible for decisions that they make. This responsibility includes acts of commission and acts of omission. In turn, decision-making processes must be transparent and subject to public scrutiny; proper records must be kept.
- 1.3. **Leadership:** Council officials must demonstrate and promote the key principles of the Code of Conduct through their decisions, actions and behaviour. Their behaviour must build and inspire the public's trust and confidence in local government. Council officials will provide leadership to District staff through the Chief Administrative Officer.
- 1.4. **Respect:** Council officials must conduct public business efficiently and with decorum. They must treat each other and others with respect at all times. This means not using derogatory language in formal meetings or towards others, respecting the rights of other people, treating people with courtesy and recognition of the different roles others play in local government decision making.
- 1.5. **Openness:** Council officials have a duty to be as open as possible about their decisions and actions. This means communicating appropriate information openly to the public about decision-making processes and issues being considered; encouraging appropriate public participation; communicating clearly; and providing appropriate means for recourse and feedback.

2. General Conduct

- 2.1. Council officials must adhere to the key principles and provisions of the Code of Conduct.
- 2.2. Council officials must act lawfully and within the authorities of the *Community Charter, Local Government Act* and other applicable enactments and exercise a reasonable degree of care and diligence in carrying out their functions.

- 2.3. Council officials have an obligation to consider issues and exercise powers, duties and functions in a manner that avoids arbitrary and unreasonable decisions.
- 2.4. Council officials must avoid behaviour that could constitute an act of disorder or misbehaviour. Specifically, Council officials must avoid conduct that:
- contravenes this policy;
 - contravenes the law, including the *BC Human Rights Code*, and other enactments, and District Bylaws; and
 - is an abuse of power or otherwise amounts to improper discrimination, intimidation, harassment or verbal abuse of others.

3. Collection and Handling of Information

- 3.1. Council officials must:
- Collect and use personal information in accordance with *Freedom of Information and Protection of Privacy Act* legislation and the Protection of Privacy Policy and guidelines as established in Barriere;
 - Protect information that is specifically marked confidential, that is Personal Information and other material identified or understood to be confidential in nature;
 - Refrain from discussing or disclosing any Confidential Information with or to Staff, or with persons outside the organization except as authorized;
 - Refrain from discussing or disclosing any Personal Information with or to other Council Officials, Staff, or with persons outside the organization except in a manner consistent with the duty to protect Personal Information under the *Freedom of Information and Protection of Privacy Act*.
 - Take reasonable care to prevent the examination of confidential material or access to Personal Information by unauthorized individuals;
 - Not use Confidential Information except for the purpose for which it is intended to be used;
 - Only release information in accordance with established District policies and procedures and in compliance with the *Freedom of Information and Protection of Privacy Act* (British Columbia) through the FOI Head;
 - Not disclose decisions, resolutions or report contents forming part of the agenda for or from an in-camera meeting of Council until a corporate decision has been made for the information to become public; and
 - Not disclose details on Council's in-camera deliberations or specific detail on whether individual Councillors voted for or against an issue.
- 3.2. Except in the normal course of duties, Council officials must not in any way change or alter District records or documents.
- 3.3. When dealing with Personal Information, Council officials must comply fully with the provisions of the *Freedom of Information and Protection of Privacy Act*. All reasonable and necessary measures must be taken to ensure that the personal or private business information of individuals is protected. Personal information includes information or an opinion about a person whose identity is apparent, or can be determined from the information or opinion.

4. Conflict of Interest

- 4.1. Council officials are expected to make decisions that benefit the community. They are to be free from undue influence and not act or appear to act in order to gain financial or other benefits for themselves, family, friends, organizations that they are personally a member of, or personal and family business interests.
- 4.2. Council officials must appropriately resolve any conflict or incompatibility between their personal interests and the impartial performance of their duties in accordance with statutory requirements of the *Community Charter*.

5. Interactions of Council officials with Staff and Advisory Body Members

- 5.1. Council is the governing body of the District of Barriere. It has the responsibility to govern the District in accordance with the *Community Charter* and other legislation.
- 5.2. The Mayor is the head of the District and has a statutory responsibility to provide leadership to the Council and to provide *general* direction to the CAO, respecting the municipal policies, programs and other directions of Council as set out in the *Community Charter*. Outside of this additional function and being the Chair of Council Meetings, the Mayor is an equal member of Council in the way of the decision making process of Council.
- 5.3. Council officials are to contact staff including Municipal Officers, according to the Council Procedure Bylaw and the Chief Administrative Officer regarding the interaction of Council officials and staff. As a general principle, the District adopts the one employee model where Council's point of contact with staff is the Chief Administrative Officer.
- 5.4. Council officials are to direct inquiries regarding departmental issues or questions to the Chief Administrative Officer and refrain from contacting other staff without first discussing the issue with the CAO whenever possible.
- 5.5. Advice to Council from staff will be vetted, approved and signed by the Chief Administrative Officer. Council officials will refrain from seeking opinions of staff directly.
- 5.6. Council officials will invite the Chief Administrative Officer to be present at any meeting between a Council official and a member of staff where such attendance is requested by the staff member.
- 5.7. Council officials, including the Mayor, are not to issue instructions to any of the District's contractors, tenderers, consultants or other service providers.
- 5.8. Council officials must not make public statements attacking or disparaging staff or Advisory Body Members and shall show respect for the professional capacities of staff. Council officials must not involve staff in matters for political purposes (local or otherwise).
- 5.9. Council officials must not publish or report information or make statements attacking or reflecting negatively on the work of staff or Advisory Body Members except to the Chief Administrative Officer as appropriate to bring a complaint to the attention of the Chief Administrative Officer for follow up.

- 5.10. Significant information provided to any member of Council, which is likely to be used in Council or in political debate, should also be provided to all other Council officials, and to the Chief Administrative Officer.
- 5.11. Council officials must treat members of the public, other Council officials, Advisory Body Members and staff appropriately, and without bullying, abuse or intimidation in order to preserve a workplace free from harassment.

6. Council Officials Use of Social Media

- 6.1. It is not the role of individual Council officials to report directly on District related business. Council officials will use caution in reporting decision-making by way of their social media profiles and websites ensuring that any material they publish is accurate, precise and communicates the intent of Council.
- 6.2. Council officials will refrain from using or permitting use of their social media accounts for purposes that include generating or recirculating:
 - defamatory remarks, obscenities, profane language or sexual content;
 - negative statements disparaging other members of Council;
 - negative statements disparaging staff or calling into question the professional capabilities of staff or their work;
 - content that endorses, promotes, or perpetuates discrimination or mistreatment on the basis of race, religion or belief, age, gender, marital status, national origin, physical or mental disability or sexual orientation;
 - statements that indicate an actual attitudinal bias in relation to a matter that is to be the subject of a statutory or other public hearing;
 - promotion of illegal activity;
 - information that may compromise the safety or security of the public or public systems;
 - statements that may be construed as bias regarding development, planning or bylaw matters in which a public hearing has not yet been conducted;
 - Comment or interact with a social media posts relating to bylaw enforcement matters or, planning and development matters.
- 6.3. Council officials must regularly monitor their social media accounts and immediately take measures to remove messages or postings by others that violate this Code of Conduct.

7. Interactions with the Public and the Media

- 7.1. Council officials will accurately communicate the decisions of the Council, even if they disagree with the majority decision of Council, and by so doing affirm the respect for and integrity in the decision-making processes of Council.
- 7.2. When discussing the fact that he/she did not support a decision, or voted against the decision, or that another Council official did not support a decision or voted against a decision, a Council official will refrain from making disparaging comments about other Council officials or about Council's processes and decisions.

8. Gifts and Personal Benefits

The receipt and reporting of gifts and personal benefits is dealt with under sections 105 and 106 of the *Community Charter*. Ultimately, the interpretation of those sections is a matter for the Courts. However, the general language used in those sections creates some level of uncertainty and this Code of Conduct is intended to provide some guidance to Council officials.

8.1. What are Gifts and Personal Benefits?

8.1.1. Gifts and personal benefits are items or services of value that are received by Council officials for personal use. These would include, but are not limited to, cash, gift cards, tickets to events, items of clothing, jewellery, pens, food or beverages, discounts or rebates on purchases, free or subsidized drinks or meals, entertainment, invitations to social functions, etc.

8.1.2. The following are not to be considered gifts or personal benefits:

- Compensation authorized by law (see section 105(2)(b) of the *Community Charter*).
- Reimbursement for out of pocket costs incurred for authorized travel, living and accommodation expenses associated with attendance at an event or in connection with an authorized travel.
- A lawful contribution made to a Council official who is a candidate for election conducted under the *Local Government Act*.

8.2. What Gifts and Personal Benefits may be Accepted?

8.2.1. Section 105(1) of the *Community Charter* prohibits Council officials from directly or indirectly accepting a fee, gift or personal benefit connected with the official's performance of the duties of office.

8.2.2. In accordance with section 105(2), a Council official may accept gifts and personal benefits received as an incident of the protocol or social obligations that normally accompany the responsibilities of elected office.

8.2.3. Gifts and personal benefits received in accordance with section 105(2)(a) of the *Community Charter* as referenced in section 8.2.2 must be reported and disclosed in accordance with section 106 to the Corporate Officer.

8.2.4. Where a gift or personal benefit that may be accepted under the *Community Charter* has a value in excess of \$100.00, the Council official who receives the gift will do so on behalf of the District and turn over the gift to the District, except as otherwise permitted by Council.

8.2.5. Council officials must not accept a gift or personal benefit that could reasonably be expected to result in a real or perceived conflict of interest, and to assist in avoiding that situation, Council officials will not accept gifts or personal benefits from business or commercial enterprises having a value that exceeds \$50.00 or, where the total value of such gifts and benefits, received directly or indirectly from one source in any twelve (12) month period, would exceed \$250.00.

- 8.3. How Must Gifts and Personal Benefits be Reported?
- 8.3.1. Council officials must disclose to the Corporate Officer gifts and personal benefits in accordance with section 106 of the *Community Charter*.
- 8.3.2. If a Council official receives a gift or personal benefit that they do not wish to accept, regardless of value, they may immediately relinquish the gift or personal benefit to the District, in which case a disclosure form would not be required. If the gift or personal benefit is not immediately relinquished to the District, then the Council official must file a disclosure form.
- 8.3.3. The content of the disclosure must comply with section 106(2) of the *Community Charter* and must be filed “as soon as reasonably practicable”.
- 8.3.4. It is the responsibility of Council officials to be familiar with the provisions in the *Community Charter* relating to acceptance and disclosure of gifts and to ensure that they comply with these requirements as contemplated by the statute.
- 8.4. How are Gifts and Personal Benefits Valued?
- 8.4.1. For the purposes of this Code, the value of each gift or personal benefit shall be determined by its replacement cost, i.e., how much it would cost to replace the item?
- 8.5. Procedure for Dealing with Relinquished Gifts and Personal Benefits
- 8.5.1. Where a gift or personal benefit is relinquished to the District, the Corporate Officer will record the receipt of the item, nature of the gift or personal benefit, source (including the addresses of at least two individuals who are directors, in the case of a corporation), when the gift was received, and the circumstances under which it was given and accepted.

9. Breaches, Complaint Handling and Disciplinary Action

General

- 9.1. This section, Breaches, Complaint Handling and Disciplinary Action, is for internal use only. Council officials and staff within the District of Barriere can use this section to lodge a complaint against a member of Council in relation to their own interactions with that Council official.
- 9.2. Council officials are to abide by the requirements of the *Community Charter* and this Code of Conduct, and shall endeavour to resolve interpersonal disputes in good faith, recognizing that interpersonal rancour does not facilitate good governance.

Council Officials

- 9.3. Alleged breaches of this Code of Conduct by Council Officials shall be submitted in a written complaint (as per the Breach Template (Template1)) addressed to the Mayor and the Chief Administrative Officer within six (6) months of the last alleged breach.

In the event that the Mayor is the subject of, is in a conflict of interest related to the complaint, or is implicated in the complaint, the complaint shall be addressed to the current Acting Mayor unless that individual is the subject of, or implicated in the complaint.

In the event that the Chief Administrative Officer is the subject of, is in a conflict of interest related to the complaint, or is implicated in the complaint, the complaint shall be addressed to the Corporate Officer unless that individual is the subject of or implicated in the complaint.

- 9.4. Upon receipt of a complaint under section 9.3, the Mayor or designated Councillor, and the Chief Administrative Officer or designate (Corporate Officer) shall review the Policy and the details of the alleged breach.

The role of the Mayor and CAO (or designates) is to be the keeper of the process, not to adjudicate the complaint. Their role is to facilitate and seek a mutually beneficial resolution between the parties. Information from both parties should be obtained, reviewed and options for resolution canvassed. There is no ability for the Mayor / CAO or designates to give advice about the processing or quality of resolution of the complaint.

- 9.5. If the situation is not able to be resolved through the informal process within thirty (30) days, the Mayor and the Chief Administrative Officer or designates will work to appoint an independent third party. Numerous third party investigators will be identified. The Complainant(s) and Respondent(s) will be provided with the resumes of the identified parties. The Complainant(s) and Respondent(s) have the ability to agree or disagree that the proposed parties have the necessary professional skills, knowledge and experience to investigate the complaint (the "Third Party Investigator").

The Complainant(s) and Respondent(s) will notify the Mayor and CAO or designated if they have a conflict of interest with any of the proposed Third Party Investigators.

The Third Party Investigators will then be contacted and the individual with the next available opening in their schedule will be appointed to the matter.

- 9.6. If the parties cannot agree on the choice of investigator, a nominee of the Complainant(s) and the Respondent(s) shall jointly select a suitable Third Party Investigator.
- 9.7. If the Complainant(s) or Respondent(s) refuse to participate in a formal investigation, the investigation may continue without that individuals' participation. The Third Party Investigator will make their determination based on the information they are provided.

Not participating in the processes as outlined in sections 9.3 and 9.5 may also be considered grounds for a complaint under the policy.

- 9.8. Throughout both the informal or formal investigation, either party can have legal counsel present to assist them. This legal counsel will be required to follow any rules of in-camera or procedural bylaw process that are applicable.
- 9.9. As confidentiality is key, information provided to the Respondent(s) will be limited to the Breach Template completed by the Complainant.

9.10. The Third Party Investigator:

- 9.10.1. May conduct a preliminary assessment of the complaint, at the conclusion of which the investigator may determine to continue the investigation or make a written recommendation that the complaint be dismissed as unfounded, beyond jurisdiction or unlikely to succeed;

If the Third Party Investigator determines to continue the complaint, the Third Party Investigator shall:

- 9.10.2. Conduct an independent and impartial investigation of the complaint in a manner that is fair, timely, confidential and otherwise accords with the principles of due process and natural justice;
- 9.10.3. Provide an investigation update within ninety (90) days of his or her appointment to the Mayor and the Chief Administrative Officer or designates, as applicable, and to the Complainant and the Respondent;
- 9.10.4. Provide a written, confidential report (the "Report") of the findings of the investigation, including findings as to whether there has been a breach of this Code of Conduct, to the Mayor and the Chief Administrative Officer or designates, as applicable;
- 9.10.5. Provide recommendations regarding if a copy of or selected sections of the final Report should be provided to the Complainant and the Respondent; and
- 9.10.6. Provide recommendations in the Report as to the appropriate resolution of the complaint, which recommendations may include:
- dismissal of the complaint; or
 - public censure of the Council Official or Officials for misbehaviour or a breach of this Code of Conduct; 1
 - a recommendation that a Council Official or Officials apologize to any person adversely affected by a breach of this Code of Conduct;
 - counselling of a Council Official or Officials; and/or
 - such other recommendations as are deemed appropriate in the professional judgment of the Third Party Investigator.

9.11. The Mayor and the Chief Administrative Officer or designates shall consider whether the Report or an executive summary of the Report should be presented to Council.

9.12. The Corporate Officer will receive and retain all reports prepared related to the complaint.

9.13. At the conclusion of the process the Third Party Investigator will destroy all notes that were taken or documents that were provided throughout the process of the investigation.

9.14. Where a Council Official alleges a breach of this Code of Conduct by a fellow Council Official, all Council Officials shall refrain from commenting on such allegations at open meetings of Council pending the conclusion of the Report and any decision of Council on the Report.

- 9.15. Council Officials who retain legal counsel to represent them in proceedings under this section may request in writing that the District indemnify them for their reasonable costs of representation, in accordance with section 740 of the *Local Government Act*.
- 9.16. Staff who retain legal counsel to represent themselves in proceedings under this section may request, in writing, reimbursement of reasonable costs from the District.

1. There is no defined or prescribed process related to public censure. The common law rules of natural justice would apply, meaning the right to a fair hearing, which includes the right to know the case against oneself, the right to be heard, the right to have an impartial adjudicator, and sometimes (but not always) the right to be represented by legal counsel.

10. Attachments

- 10.1. Attached to this document are two templates that *could* be utilized as part of the information resolution process:
 - Proactive Apology by Council Member (Template 2)
 - Apology by Council Member if held by Council to have violated the Code of Conduct (Template 3)
- 10.2. Please note: British Columbia's *Apology Act* provides that an "apology" made by or on behalf of a person in connection with any matter does not constitute an express or implied admission or acknowledgement of fault or liability. "Apology" is defined as "an expression of sympathy or regret, a statement that one is sorry or any other words or actions indicating contrition or commiseration, whether or not the words or actions admit or imply an admission of fault." The Act further provides that an apology does not void, impair or otherwise affect any insurance coverage that is available, or that would, but for the apology, be available to the person in connection with the matter. Evidence of an apology made by or on behalf of a person in connection with any matter is not admissible in any court as evidence of the fault or liability of the person in connection with that matter and must not be taken into account in any determination of fault or liability.

TEMPLATE 1 – Complaint

DATE OF COMPLAINT: _____

NAME OF COUNCIL OFFICIAL MAKING THE COMPLAINT: _____

NAME OF COUNCIL OFFICIAL WHO THE COMPLAINT IS AGAINST: _____

DATE OF THE BREACH: _____

SECTIONS OF THE COUNCIL CODE OF CONDUCT THAT HAVE BEEN BREACHED:

DETAILED DESCRIPTION OF INCIDENT AND HOW THE CODE OF CONDUCT WAS BREACHED:

HAVE YOU APPROACHED THE OTHER COUNCIL OFFICIAL TO LET THEM KNOW ABOUT YOUR CONCERNS?

Y____ N____

WHAT IS THE RESOLUTION THAT YOU ARE SEEKING?

TEMPLATE 2 – Proactive Apology by Council Member

[DATE]

PERSONAL AND CONFIDENTIAL

[Name of Recipient]

[Title]

District of Barriere

[Address]

[City, Province Postal Code]

Attention: [title] [last name]

Re: Apology [subject]

As you know, on [date], I [briefly set out the nature of the offending conduct. It is recommended you provide dates, times and a description of the conduct at issue as you understand it].

On [date], you confronted me about my behaviour/conduct and expressed [describe briefly the conduct complained of and how it affected the offended person]. I acknowledge that my conduct / actions made you feel [describe how it affected the offended person] and I admit that my [actions / conduct] were [reformulate why your actions were wrong in your own words – ex: offensive, derogatory, belittling, in poor taste, defamatory, wrong, discriminatory, callous, harmful to your reputation etc.].

Having reflected on [your complaint / our conversation], I take full responsibility for my [actions / conduct] and wish to apologize for the harm that I have caused you. My behaviour was not in keeping with the key principles of our Council's Code of Conduct. In particular, I acknowledge that my conduct was in violation of [identify the section(s) of the Code of Conduct breached].

Going forward, I commit to being more careful in my [words / actions] and to making better efforts to respect and abide by my obligations set out in the Code of Conduct. Please accept my heartfelt apology.

Sincerely,

[name]

[title]

TEMPLATE 3 - If held by Council to have violated the Code of Conduct

[DATE]

PERSONAL AND CONFIDENTIAL

[Name of Recipient]

[Title]

District of Barriere

[Address]

[City, Province Postal Code]

Attention: [title] [last name]

Re: Apology [subject]

As you know, on [date], I [briefly set out the nature of the offending conduct. It is recommended you provide dates, times and a description of the conduct at issue as you understand it].

On [date], you confronted me about my behaviour/conduct and expressed [describe briefly the conduct complained of and how it affected the offended person]. In light of Council having concluded that my conduct constituted a violation of the District's Council Code of Conduct, I acknowledge that my conduct / actions made you feel [describe how it affected the offended person] and I admit that my [actions / conduct] were [reformulate why your actions were wrong in your own words – ex: offensive, derogatory, belittling, in poor taste, defamatory, wrong, discriminatory, callous, harmful to your reputation etc.]

Having reflected on [the decision of Council], I take full responsibility for my [actions / conduct] and wish to apologize for the harm that I have caused you. My behaviour was not in keeping with the key principles of our Council's Code of Conduct. In particular, I acknowledge that my conduct was in violation of [identify the section(s) of the Code of Conduct breached].

Going forward, I commit to being more careful in my [words / actions] and to making better efforts to respect and abide by my obligations set out in the Code of Conduct. Please accept my heartfelt apology.

Sincerely,

[name]

[title]

District of Barriere
REPORT TO COUNCIL
Request for Decision

Date: December 16, 2024	File: 530.20/Rpts
To: Council	From: Chief Administrative Officer
Re: Procedure Bylaw Refresh	
Recommendation: THAT Council gives first three readings to Council Procedure Bylaw No. 251.	

Purpose

For Council to consider giving first three readings to an update to Council Procedure Bylaw.

Background

Overall, the *Community Charter* (the “Charter”) requires the establishment of a Procedure Bylaw. Below is the excerpt from the Charter:

- 124 (1)A council must, by bylaw, establish the general procedures to be followed by council and council committees in conducting their business.*
- (2)Without limiting the matters that may be dealt with under this section, a council must, by bylaw, do the following:*
- (a)establish rules of procedure for council meetings, including the manner by which resolutions may be passed and the manner by which bylaws may be adopted in accordance with Division 3 [Bylaw Procedures] of this Part;*
 - (b)establish rules of procedure for meetings of council committees;*
 - (c)provide for the taking of minutes of council meetings and council committee meetings, including requiring certification of those minutes;*
 - (d)provide for advance public notice respecting the time and date and, if applicable, the place of council committee meetings and establish the procedures for giving that notice;*
 - (e)identify places that are to be public notice posting places for the purposes of section 94 [public notice];*
 - (f)establish the procedure for designating a person under section 130 [designation of member to act in place of the mayor];*
 - (g)establish the first regular council meeting date referred to in section 125 (1) [council meetings] as a day in the first 10 days of November following a general local election.*
- (3)A bylaw under this section must not be amended, or repealed and substituted, unless the council first gives notice in accordance with section 94 [public notice] describing the proposed changes in general terms.*

The District's first Bylaw after incorporation was the Procedures of Council Bylaw No. 1 which was established in December 2007. After a few amendments, the current Council Procedure Bylaw No. 100 was established in 2012 and received two minor amendments over the years since then; the first in 2018 to change the date of the inauguration date to November, and the second in 2021 due to the COVID-19 pandemic to permit Electronic Meetings.

Due to recommendation stemming from the responsible conduct for elected officials discussions facilitated by the UBCM working group and overall best practices for transparency and fairness, and due to the 12 year date of the Bylaw, staff took the opportunity to undertake a large refresh of the Bylaw instead of working with an amendment to it only. In doing so, recent Procedure Bylaws from Kamloops, West Kelowna, Penticton, and several others were used to determine the most appropriate and easy to read language when working on this refresh.

This refreshed Bylaw incorporates many of the new standards seen across the Province while equally codifying existing practices, and creating flexibility where needed, while equally strengthening the District's posture when it comes to potential Code of Conduct related issues.

Many parts of the original Bylaw have been retained; however, at times they were moved around for readability purposes, or at other times the language was only slightly updated to add a word or sentence for clarity.

Attached to this report is a clean version of the updated Bylaw (No. 251), a copy of the current Bylaw (No. 100) that shows all the changes (items removed are crossed out and highlighted in blue; items added or relocated are highlighted in orange), and a file that has more details on what was changed in each section and some basic reasoning behind it. The section's referenced in the report speak to the current Bylaw sections in the marked-up version of Bylaw No. 100.

Key Highlights

- The overall format of the Procedure Bylaw has received a minor overhaul. A few sections were moved to other areas for readability. Some sections were also combined under a single heading for the same purpose as often they belong together.
- The Bylaw received a gender-neutral update and previous references have been changed throughout.
- Equally this opportunity was taken to utilize the term "Presiding Member" for the majority of the Bylaw instead of the terms "Chair" or "Mayor". This would allow for better consistency with committees or in the event when the Mayor is not the presiding member at a meeting.
- Definitions were alphabetically ordered, some new ones were added, such as "Code of Conduct", "Notice Board", and the aforementioned "Presiding Member". Some were updated like the "Corporate Officer" to add "or their designate". The definitions for SILGA, UBCM, and FCM were removed given that no language throughout the Bylaw no longer references those organizations. A reference to the Community Charter and Local Government Act definitions were also added.
- Section 4 - The Charter allows, under s.120(2), that a council may establish the oath or solemn affirmation of office by bylaw. The proposed Oath of Office is attached as Schedule A. Updates to the oath of office include abiding by the statutes, bylaws, and policies which govern the City, and following the Council Code of Conduct Bylaw.
- Section 5/6/7 – Time and Notice of Meetings:
 - Language has been adjusted to align with requirements of the Charter, while also providing flexibility for Council to adjust the annual schedule as needed; for example, if it is a particular busy year for the District, Council could opt to have additional meetings; or at other times, reduce the number of meetings for efficiency purposes.

- The Meeting time was also adjusted to start at 5:30pm for each meeting. In this way the In-Camera portion of the meeting will be after the Regular Meeting and as such provides for greater transparency.
- References to Section 94.2 of the Charter were added, which would future proof this Bylaw if Council determines that a Bylaw for Alternate Notification was in order. This type of bylaw is being utilized in many municipalities to not just use the newspaper for notification purposes, but to also utilize electronic means or other avenues that Council deems as a suitable replacement to the newspaper.
- Notices for Special and Regular meetings were combined into one section.
- Annual Report Section 8 – Most municipalities are removing this from their Procedure Bylaws as it's not really a procedure for a Council meeting, and staff is fully aware of this requirement through legislation.
- Section 12 – Adjourning Meetings – expanded the scope to clarify that the Corporate Officer (CO) can cancel a meeting if the CO is aware that no quorum will be present. Also added a clause that Council meetings will end at 10pm, unless Council passes a unanimous resolution to continue.
- Section 13 – Electronic Meetings – a few additions were made to clarify what happens during technical difficulties (vote in the affirmative), verbal confirmation of all those that are participating online, and to allow for the Presiding Member to be online (with a unanimous vote of Council)
- Section 14 – Order of Proceedings
 - This section received updates to allow the CO to vary the order depending on the business at hand; but also, to streamline the flow of the meeting.
 - The order of business was also adjusted to streamline the Council meeting, and items that are related are grouped together like Council and Committee Reports.
 - A Section for Decisions from Registered Delegations has been added after the Mayor's Business. This would be the most appropriate location on the agenda for Council to deliberate the requests from earlier in the day (if they can be addressed on that day, depending on complexity), or from a previous meeting.
 - The CO is also authorized to set other Council agendas like the ones for Inaugural Meetings as necessary.
- Section 15/16 – Agenda and Late Items
 - Late Item approval is delegated to the CAO to determine if the matter is urgent. Council can still overrule this.
 - CAO and CO will establish the items on the agenda; while the CAO (or designate) will review the order of proceedings with the Presiding Member prior to the release of the agenda to all of Council. This allows for some last-minute tweaks to the order of the day, generally due to additional knowledge the Presiding Member may have.
- Section 17 – Delegations and Public Inquiries
 - For Delegations, detailed the list of required information and authorized staff to set the format of materials presented, set the maximum allocated time for 10 minutes (5 minutes is often too short), and allowed for Council to let a member of the public speak via unanimous resolution during the meeting outside of the Public Inquiries section.
 - Added an appeal mechanism if the CO denied adding a Delegation to the agenda. Subsequently adjusted appeal to Staff's decision to appropriate location.
 - Added a limit to delegations (3); clarified and codified items for not debating with Delegations; also, the Delegation section will be closed during elections.
 - For Public Inquiries and other Inquiry style items; added to allow up to 15min in total for members of the public to ask questions about items. Only 2 minutes per person is allowed.

- Similar as with delegations, public participation items on the agenda during elections will be suspended; however, media inquiries will be permitted.
- Section 19 – Proper Form – added requirements for providing contact information before being accepted. To be clear, anonymous items (or items that do not meet the requirements listed) submitted to Council would not be addressed by Staff or added to the agenda going forward.
- Section 20 – Referrals – Items addressed to Council but that were delegated to various departments would be send in a weekly summary email package to Council instead of each item individually. This allows for some structure and standard process.
- Part VI discusses the Form, procedure, and processes around bylaws and adopting bylaws.
 - Section 21 now stipulates that the Bylaw must be included in the agenda package to be considered by Council (unless a unanimous vote occurs)
 - Section 23 has the same content as before but was updated with current Local Government Act (LGA) sections and language more commonly used in Procedure Bylaws. Section 23.7 added language “providing that all outstanding conditions have been met. This provides the necessary flexibility to address other legislation (i.e. Transportation Act requirements) that may apply or sudden changes by the Province.
 - Also added Section 23.8 which will expire unfinished bylaws after 2 years, and 23.9 to allow the CO to make official consolidations of bylaws while also correcting typos, numbering, etc. in bylaws that are already adopted.
 - 24.1 removed the requirement for a seal for the adopted bylaws while also changing language that is more flexible for requires approvals that may occur.
- Part VIII focuses on Motions during a Council meeting
 - Section 26.2 was relocated from Section 34 for readability and ease of use
 - Section 28 on Consideration of Motions was entirely revamped to provide structure and a clear outline of the process. Most other municipalities have a section like this in their Bylaws to ensure a consistent process is followed.
 - Section 31 addresses reconsiderations of a matter, some updated were made to address the authority of the Mayor regarding reconsiderations which then provides better context to the following sections under this heading.
 - For Council to reconsider a motion, both, the mover and seconder of a motion to reconsider must have been on the prevailing side of the original motion or were not present at the meeting to initiate a reconsideration.
 - The timeline was changed to 30 days, same as the Mayor’s timeline.
 - If the reconsideration motion passes, then the matter is open for discussion again as if the original motion never happened.
 - A vote to reconsider a matter cannot be reconsidered.
 - The original sections 31.3 and 31.4 were removed as this can become problematic if a legal challenge is filed, and Council has to undo a Zoning Bylaw final reading and redo part of the process.
- Part IX is intended for the Rules of debate
 - Section 32.6 was added to codify current practice to speak on a topic more than once only with approval of the Chair
 - Section 32.7 - moved from 33.6 (was originally in wrong location) and added a time limit for each Council member on an item for 10 minutes
 - Section 32.8 added a reference to the Code of Conduct Bylaw in regard to general behaviour during a meeting.
 - Section 32.9 permits the Mayor or Presiding Member to remove a member of Council, that is considered as engaging in inappropriate conduct, from the meeting.

- Part X addresses Minutes of the Meetings and additional clarifications were added to what is recorded (members present and absent), the process of recording a declared conflict, or how changes for the minutes that are identified by members of Council are addressed. The CO is also authorized to make minor amendments to adopted minutes as required.
- Part XI speaks to Committee of the Whole (COTW) meetings. Section 36.3 was added to codify the current practice that the COTW had delegated authority by Council. Previously this was only a resolution of Council from 2013 which is no longer adequate.
- Schedule A includes a draft Oath of Office. This version was built using the Oath that Barriere has used in the past and adding or expanding on the original language. Several Oath of Office statement by other municipalities and regional districts were reviewed when formulating these statements to speak to the current responsibilities of a Council in more detail, for example the “stewardship of public assets” or “guiding the growth of a vibrant and sustainable District”. In regard to the responsible conduct discussions that Council is currently having, a sentence was also added to follow the Code of Conduct Bylaw as adopted by Council.

Summary

The Bylaw includes various updates to strengthen the district’s posture regarding responsible conduct, while also codifying current local and local government best practices. It is presented for first three readings at this time. Council can opt to only provide two readings as well to see if there is any feedback from the public on the bylaw once the postings in the paper and the website are made, before giving third reading at the January meeting. Final reading would then be in February.

Benefits or Impact

General

The Procedure Bylaw had the last general overhaul 12 years ago. Legislative changes and current practices around proper conduct have led some sections to be inconsistent with current requirements, procedures, or best practices.

Finances

N/A

Strategic Impact

N/A

Risk Assessment

Compliance: Community Charter, in particular s.120, s124-133, s135-140

Risk Impact: Low

Internal Control Process: Draft has been reviewed both internally and externally prior to delivery to Council.

Next Steps / Communication

- Two advertisements will be run in the local newspaper. Staff will also be posting on our website information on the proposed new Bylaw.
- If no changes are considered thereafter, the Bylaw would be presented for final reading at the January meeting of Council.

Attachments

- Procedure Bylaw 100 – showing changes (orange for new, blue for removed)
- Procedure Bylaw - change log
- New Procedure Bylaw No. 251 – showing the proposed final version

Recommendation

THAT Council gives first three readings to the Council Procedure Bylaw No. 251

Alternative Options

1. Council could choose to alter the proposed Bylaw further or recommend other changes.
2. Council could choose to not to continue with the update to the Procedure Bylaw.
3. Council could choose to only give 2 readings to the Bylaw at this time, provide third reading in January after hearing feedback from the public based on the advertisement, and final reading in February.

Prepared by:

D. Drexler, Chief Administrative Officer

DISTRICT OF BARRIERE

BYLAW NO. 100

CONSOLIDATED - Amended by Bylaw No. 143 & 209

A BYLAW TO REGULATE THE MEETINGS OF THE
COUNCIL
AND THE CONDUCT
THEREOF

WHEREAS under section 124 of the *Community Charter* Council must establish procedures to be followed for the conduct of its business;

NOW, THEREFORE, the Council of the District of Barriere in open meeting assembled, ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited for all purposes as "**COUNCIL PROCEDURE BYLAW NO.100**".

PART I -
GENERAL

2. Interpretation

In this Bylaw unless the context requires otherwise:

Acting Mayor means the Councillor designated to act in place of the Mayor when the Mayor is absent or otherwise unable to act for the applicable date.

Advisory Body means an advisory committee appointed by Council for the purpose of providing advice to Committees, Commissions and staff.

CAO means the Chief Administrative Officer for the District of Barriere or their designate.

Code of Conduct means the standards applicable to members of Council of the District of Barriere, as set out in the District of Barriere Code of Conduct Bylaw No. 250, as may be amended or replaced from time to time.

Commission means a municipal commission appointed by Council under Section 143 of the *Community Charter*.

Committee of the Whole means a committee of Council comprised of all members of Council.

Council means the Council of the District of Barriere.

Corporate Officer means the person responsible for corporate administration as set out under Section 147 of the *Community Charter*, or their designate.

Delegation(s) means any person wishing to appear as a speaker and/or make a presentation to Council, a Committee, Advisory Board, or Commission.

District means the District of Barriere.

District Council Chambers means Council Chambers located at the District Offices.

District Offices means District Offices at 4936 Barriere Town Road.

District Website means the information resource found at www.barriere.ca.

~~FCM means the Federation of Canadian Municipalities.~~

In-Camera Meeting means a meeting that is closed to the public in accordance with Sections 90 and 92 of the *Community Charter*.

Mayor means the Mayor of the District.

Member means a member of the Council.

Notice Board means the public notice board at the District Offices designated by the Corporate Officer for posting of legal notices and Council meeting information.

Parcel Tax Roll Review Panel means a panel consisting of at least 3 members appointed by Council under Section 204 of the *Community Charter* to consider complaints respecting the parcel tax roll and to authenticate the roll.

Presiding Member means the Member who has the authority to preside over a meeting as chairperson.

Public Notice Posting Place ~~means the Notice Board at the front entry of the District Offices~~ means the Notice Board and/or the District Website.

Quorum means:

- (1) In the case of Council, a majority of the number of members of which the council consists under the *Community Charter*; and
- (2) In the case of a committee or other body, a majority of the voting members appointed.

~~SILGA means Southern Interior Local Government Association~~

Standing Committee means a committee appointed by the Mayor under Section 141 of the *Community Charter* for matters the Mayor considers would be better dealt with by a Committee and at least half of the members must be Council members.

Select Committee means a committee appointed by Council under Section 142 of the *Community Charter* for a select purpose and to report its findings and opinion to the Council. At least one member of a select committee must be a Council Member

~~UBCM means the Union of British Columbia Municipalities~~

Unless otherwise defined in this bylaw, words used herein shall have the meanings defined in the *Community Charter* or the *Local Government Act*, as applicable.

3. Application of Rules of Procedure

- 3.1 The provisions of this Bylaw govern the proceedings of Council, Commissions, Standing Committees, Select Committees, the Committee of the Whole, and Advisory Bodies.
- 3.2 In cases not provided for under this Bylaw, the current edition of *Robert's Rules of Order*, apply to the proceedings of Council and Council Committees to the extent that those *Rules* are:
 - (a) applicable in the circumstances;
 - (b) not inconsistent with provisions of this Bylaw, the *Community Charter* or the *Local Government Act*.

PART II - COUNCIL MEETINGS

4. Inaugural Meeting

- 4.1 ~~Following a general local election, the first Council meeting will be held in the first ten days of November following a general local election.~~ An inaugural meeting of Council shall be held within the first ten (10) days of November, but no sooner than the third Monday following a general local election to allow time for judicial recount as specified in Section 149 of the *Local Government Act*.
- 4.2 If a quorum of Council members elected at the general local election has not taken office by the date of the meeting referred to in Section 4.1, the first Council meeting must be called by the Corporate Officer and held as soon as reasonably possible after a quorum has taken office.
- 4.3 The inaugural meeting shall be chaired by the Chief Administrative Officer or delegate until the Mayor and Councillors have completed signing their Oath of Office per the *Community Charter*.
- 4.4 The Oath of Office used by the District shall be as shown in Schedule "A" attached to and forming part of this bylaw.

5. Time and Location of Meetings

- 5.1 All Council meetings will take place within the District Council Chambers, except when Council resolves to hold meetings elsewhere and directs the Corporate Administration Department to give notice of the different meeting place by posting a notice of the change on the Public Notice Posting Place at least 24 hours prior to the time of the Council meeting.

~~5.2 Regular Council meetings will (when possible):~~

- ~~(a) be held on the first and third Monday of each month, with the exception of July and August in which only one meeting will be held on the third Monday of the month;~~
- ~~(b) where a Council meeting falls on a statutory holiday or occurs during a week in which Councillors are attending the FCM, UBCM or SILGA annual conferences are held, the meeting should be held on the following Monday.~~

~~(d) begin at 7:00 p.m.~~

- 5.2 Regularly scheduled meetings shall be held on the dates each year as established by a resolution of Council prior to December 15 of the preceding year, unless Council passes a resolution to cancel or alter a particular meeting, or the Corporate Officer determines that there is not sufficient business to be discussed to warrant the holding of a particular meeting.
- 5.3 Meetings shall be scheduled to begin at 5:30pm, typically on a Monday but subject to the dates selected per section 5.2.
- 5.4 Regular Council meetings may:
- (a) be cancelled by Council, provided that two consecutive meetings are not cancelled;
 - (b) be rescheduled by Council, provided the notice requirements set out in Section 127 and 94 of the *Community Charter* are met.

6. Notice of Council and Special Meetings

~~6.1 In accordance with Sections 127 and 94 of the *Community Charter*, Council must prepare and give notice annually, **generally at the first meeting in December**, a schedule of the dates, times and places of Regular Council meetings and must make the schedule available to the public by posting it at the Public Notice Posting Place and on the District website.~~

~~6.2 Where revisions are necessary to the annual schedule of Regular Council meetings, the Corporate Officer must, as soon as possible, post a notice on the Public Notice Posting Place and the District website which indicates any revisions to the date, time and place or cancellation of a Regular Council meeting.~~

- 6.1. In accordance with Section 127 of the *Community Charter*, Council must prepare annually, a schedule of the dates, times and places of Regular Council meetings and must make the schedule available to the public by posting it at the Public Notice Posting Place.
- 6.2 Council must give notice annually, in accordance with Section 94 or 94.2 [Bylaw to provide for alternative means of publication] of the *Community Charter*, of the time and location that the schedule of Regular Council meetings is available to the public.
- 6.3 All Council meetings shall take place at the District Council Chambers, unless Council passes a resolution to hold a particular meeting elsewhere, or the meeting is conducted by means of electronic or other communication facilities.
- 6.4 The Mayor or two members of Council, in accordance with the provisions of the *Community Charter*, may call a Special meeting of Council, which is any meeting other than a regularly scheduled meeting scheduled pursuant to this section or an adjourned meeting.
- 6.4.1 Committee-of-the-Whole meetings may be considered Special Meetings of Council and may be called in the same way, or scheduled by Council resolution.

7. Notice of Special Meetings

7.1 Except where notice of a Special meeting is waived by unanimous vote of all Council members under Section 127(4) of the *Community Charter*, a notice of the date, hour, and place of a Special Council meeting must be given at least 24 hours before the time of the meeting, by:

- (a) posting a copy of the notice on the Public Notice Posting Place ~~and the District website~~, and
- (b) emailing the notice to each Council Member.

7.2 The notice under Section 7.1 must describe in general terms the purpose of the meeting and be signed by the Mayor or the Corporate Officer.

~~8. Annual Municipal Report~~

~~8.1 In accordance with Section 99 of the *Community Charter*, the Council must annually consider the Annual Municipal Report. The Corporate Officer must give notice, in accordance with Section 94 of the *Community Charter*, of the date, time and place when Council will consider:~~

- ~~(a) the annual report prepared under Section 98 of the *Community Charter*;~~
- ~~(b) submissions and questions from the public.~~

PART III - DESIGNATION OF MEMBER TO ACT IN PLACE OF MAYOR

9. Acting Mayor

9.1 Council must, on an annual basis, from amongst its members, designate Councillors to serve on a rotating basis as the member responsible for acting in the place of the Mayor when the Mayor is absent or otherwise unable to act or when the office of the Mayor is vacant.

9.2 Each Councillor designated under Section 9.1 is responsible for fulfilling the duties of the Mayor in ~~his or her~~ their absence.

9.3 If both the Mayor and Acting Mayor are absent from a Council meeting, the next Member in succession on the rotating roster established under Section 9.1 shall preside at the Council meeting.

9.4 Other than at a Council meeting, if both the Mayor and the Acting Mayor are absent or otherwise unable to act, the next Member in succession on the rotating roster established under 9.1 shall be the Acting Mayor.

9.5 The Member designated under Section 9.1, 9.3 or 9.4 ~~has the same powers and duties as the Mayor~~ shall have the same powers and duties as the Mayor during a period of service as Acting Mayor.

PART IV - COUNCIL PROCEEDINGS

10. Attendance of Public at Meetings

- 10.1 Except where the provisions of Section 90 of the *Community Charter* apply, all Council meetings must be open to the public.
- 10.2 Before closing a Council meeting or part of a Council meeting to the public, Council must pass a resolution in a public meeting in accordance with Section 92 of the *Community Charter*.
- 10.3 Section 10 applies to all meetings of the bodies referred to in Section 93 of the *Community Charter* including Council committees, commissions, a Parcel Tax Roll Review Panel, a board of variance, or advisory bodies.
- 10.4 Notwithstanding Subsection 10.1, ~~the Mayor or the Acting Mayor may expel or exclude from a Council meeting a person in accordance with Section 133 of the *Community Charter*~~ if the Presiding Member feels a member of the public is acting improperly at a meeting, the Presiding Member may expel that person from the meeting or have the person removed by a peace officer in accordance with Section 133 of the *Community Charter*.

11. Calling Meeting to Order

- 11.1 As soon after the time specified for a Council meeting as there is a quorum present, the Mayor, if present, must take the chair and call the Council meeting to order; however, where the Mayor is absent, the Councillor designated as the Member responsible for acting in the place of the Mayor in accordance with Section 9 must take the chair and call such meeting to order. The Presiding Member has, for that purpose, all the powers of, and is subject to, the same rules as the Mayor.

12. Adjourning Meeting ~~Where No Quorum~~

- 12.1 If there is no quorum of Council present within 15 minutes of the scheduled time for a Council meeting, the Corporate Officer must:
 - (a) record the names of the members present and those absent; and,
 - (b) adjourn the meeting until the next scheduled meeting.
- 12.2 Notwithstanding section 12.1 if the Corporate Officer knows in advance that there will not be a quorum present for a regularly scheduled meeting, they may cancel the meeting and shall use reasonable efforts to provide public notice of the cancellation by posting notice to the Public Notice Posting Place.
- 12.3 Council Meetings shall adjourn no later than 10:00 p.m. unless an extension beyond that time is determined by unanimous vote of Members present.

~~1342.~~ Electronic Meetings and Electronic Participation of Members

- 13.1 Electronic Meetings are meetings where all members of Council or Committee participate electronically (e.g. videoconference, audioconference or telephone).

- 13.2 Electronic participation allows for a hybrid meeting where some members of Council or Committee attend in person, and other members attend by electronic means (e.g. telephone).
- 13.3 In accordance with Section 128 of the Community Charter, a member of Council or a Council Committee who is unable to physically attend a Council meeting or a Council committee meeting, as applicable, may participate in the meeting by means of electronic or other communication facilities.
- 13.4 At the call of the Mayor, ~~Chair~~ **Presiding Member**, or two members of Council, a Regular, Special or Committee Meeting, may be held electronically in addition to special meetings already authorized under the Charter.
- 13.5 A meeting conducted under this Section is subject to the rules of procedural fairness of this Council Procedure Bylaw, ~~unless otherwise outlined in an Electronic Meetings Policy.~~
- 13.6 A meeting conducted under this Section, except for any part of the meeting that is closed to the public, the method must enable the public to hear, or watch and hear, the proceedings of the meeting and be able to participate during the appropriate section of the Agenda or at the call of the **Presiding Member**.
- 13.7. Council members participating by electronic means will be deemed to have voted in the affirmative on any and all motions made during technical interruptions and disconnections during the course of the Council meeting.
- 13.8 The Presiding Member must verbally confirm the response from any Council Member who is participating electronically to ensure the vote is recorded accurately.
- 13.9 In extenuating circumstances, the Presiding Member at a council meeting may participate electronically, with the unanimous vote of members present.

~~13. Adjourning Meeting Where No Quorum~~

~~13.1 If there is no quorum of Council present within 15 minutes of the scheduled time for a Council meeting, the Corporate Officer must:~~

- ~~(a) record the names of the members present and those absent; and, (b)~~
- ~~adjourn the meeting until the next scheduled meeting.~~

14. Order of Proceedings and Business

14.1 ~~The Agenda for all Regular Council meetings contains the following matters generally in the order in which they are listed below:~~

The agenda for all regular Council meetings contains the following matters in the order in which they are listed below, however, where appropriate for timing or other reasons, the Corporate Officer may determine an alternative order or variation in the agenda:

- ~~Adoption of Agenda~~
- ~~Public Hearing~~
- ~~Adoption of Minutes~~
- ~~Consideration of Committee Recommendations~~
- ~~Petitions & Delegations~~
- ~~Bylaws~~
- ~~Staff Reports (unless directly associated with a specific agenda item)~~
- ~~Proclamations~~
- ~~Correspondence~~
 - ~~For information~~
 - ~~For action~~
- ~~Councillor's Report~~
- ~~Mayor's Report~~
- ~~Public Inquiries~~
- ~~Other Business~~
- ~~Notice of Motion~~
- ~~Closed Session (unless logical placement suggests otherwise)~~
- ~~Next Meeting~~
- ~~Adjournment~~

1. Adoption of Agenda
2. Public Hearing
3. Adoption of Minutes
4. Registered Delegations and Petitions
5. Unfinished Business from Previous Meetings
6. Staff Reports
7. Bylaws
8. Councillor's Business
 - 8.1 Councillor and Committee Reports
 - 8.2 Notice of Motion
9. Mayor's Business
 - 9.1 Mayor's Report
10. Decisions from Registered Delegations (if required)
11. Correspondence
 - 11.1 For Information
 - 11.2 For Action
12. Late Items
13. Public or Media Inquiries (can include items not on Agenda)
14. Closed Session (unless logical placement suggests otherwise)
15. Items Released from In-Camera
16. Adjournment

14.2 Notwithstanding the provisions under Section 14.1, it shall always be in order for the Council to vary the order in which business on the Agenda shall be dealt with by a majority vote of the members present.

14.3 The Corporate Officer may determine the business order, alternative order, or variation in the agendas for all other regulatory and Advisory Body meetings held by the District, such as, and not limited to Public Hearing, In-Camera, Committee of the Whole, and Inaugural meetings.

15. Agenda

- 15.1 Prior to each Council meeting the Corporate Officer shall prepare an Agenda setting out all items for consideration at that meeting.
- 15.2 The deadline for the public to submit items to the Corporate Officer for inclusion on the Council meeting Agenda shall be 1:00 p.m. on the ~~Wednesday~~ **Monday** preceding the meeting, unless otherwise approved by the CAO.
- 15.3 Items received in the Corporate Administration Department after the appropriate deadline in Section 15.2 shall be placed on the Agenda for consideration at the next Regular Council meeting, unless the item is introduced as a Late Item pursuant to Section 15.7 of this Bylaw.
- 15.4 Council Agendas will generally be available electronically online on the District Website to the members of the Council and the public **at least 72 hours** ~~three days~~ prior to Regularly Scheduled Council Meetings. Printed agendas will be available by request only.
- 15.5 Only those matters included on the Agenda shall be considered or dealt with at the Council meeting unless a new matter for consideration is properly introduced as a Late Item pursuant to Section 15.7 of this Bylaw.
- 15.6 In cases where documents are too unwieldy to be readily reproduced, they will be available for review on file in the Corporate Administration Department and noted on the Agenda.
- 15.7 **A late item may be approved for addition to an agenda by the CAO, or by resolution of Council, if the subject matter is of an urgent nature such that the item cannot be held to the next meeting of Council.**
- 15.8 **The CAO, with the Corporate Officer, shall establish items to be included in the agenda.**
- 15.9 **The CAO will review the order of proceedings with the Presiding Member prior to release of agendas to Council.**

members.

16. Late Items:

~~16.1 For the purposes of this section, the following terms are defined as: (a)~~

~~Essential Late Items:~~

~~These would include matters arising after the preparation of the Agenda and which, if not acted upon in a timely manner, would prejudice or compromise the District's position or the position of a constituent or group of constituents.~~

~~(b) Elective Late Items:~~

~~These would include matters which are purely administrative and require no background information to support them or provide additional information pertinent to items on the agenda.~~

~~(c) Deadlines:~~

~~The deadline for essential or elective items to be included as a late item for the agenda is 9:30 a.m. on the morning of the day of the Council meeting. Late Items shall be distributed to Council as far in advance of the commencement of the Council meeting as possible.~~

17. Delegations and Public Inquiries

Delegations:

- 17.1 ~~All delegations requesting permission to appear before Council shall submit a written request to address the members of Council, including a written brief outlining their intended presentation.~~

All delegations requesting permission to appear before Council shall submit a written request, which must include:

- a) the name, physical address, contact phone number or contact email address of the person(s) that will address Council;
- b) a description of the matter to be presented;
- c) a clear ask of Council, and proposed resolution; and
- d) a copy of all materials that will be discussed.

Staff is authorized to define the format that the materials under d) must be presented in, for example (but not limited to) PowerPoint or PDF format, maximum 10 slides, etc.

- 17.2 Any request to appear before Council shall be received, in writing, prior to the appropriate deadline stated in Section 15.2 in order to be placed as a new matter on the Council Agenda.
- 17.3 All delegations shall be afforded ~~five (5) minutes~~ **ten (10) minutes** to make their presentation and shall be restricted to the topic as included on their written submission, unless a longer period is agreed by a majority of members present.
- 17.4 A person, other than a Council Member or an officer or employee of the District, shall only address Council during a meeting if that person is providing a report or presentation that has been scheduled to the agenda for the meeting, or if Council has unanimously passed a resolution to hear from that person at that time.
- a. This section shall not limit participation during “Public or Media Inquiries” or other Public Inquiry sections that may be implemented from time to time. The same limitations would apply for other Public Inquiry sections as defined in s.17.12 & 17.13.
- 17.5 The Corporate Officer shall be granted the authority to:
- a. screen delegation requests and, if deemed appropriate, refuse to place a delegation on the Agenda if the issue is not within the mandate or jurisdiction of a Municipal Council. ~~In the event the delegation wishes to appeal the Corporate Officer’s decision, the information shall not be placed on the Agenda but shall be distributed under separate cover to Council for their consideration.~~
 - b. assign the delegation to a future Agenda if the next Council Meeting Agenda is deemed unsuitable by the Corporate Officer for any reasonable

reason.

- 17.6 Where a delegation has addressed Council on a particular issue, if a subsequent request is received from the same delegation to address Council on the same issue, and no new significant information is being provided, the Corporate Officer will be granted the authority to not place the item on the Agenda, but may circulate the request under separate cover as an item of general information.
- 17.7 An appeal may be made to the CAO where the Corporate Officer has rescheduled a Delegation to a later meeting or refused the Delegation entirely. In the event the delegation wishes to appeal the CAO's decision, the information shall not be placed on the Agenda but shall be distributed under separate cover to Council for their consideration.
- 17.8 ~~The Mayor must not permit a delegation to address a meeting of the Council concerning a bylaw in respect of which a public hearing has been held, where the public hearing is required under an enactment as a prerequisite to the adoption of said bylaw.~~

Council shall not permit a Delegation to address Council during a Council meeting:

- a. regarding a bylaw in respect of which a Public Hearing will be, or has been, held as a pre-requisite to the adoption of the bylaw, or
- b. if the purpose is to address an issue which is before the Courts or on which Council has authorized legal action.

- 17.9 Members shall not engage in debate, except to ask clarifying questions or to correct incorrect information.
- 17.10 There will generally be a limit of three (3) delegations permitted at a given meeting, but the Corporate Officer shall have authority to adjust this number dependent on other items and timing needs for the rest of the agenda.
- 17.11 The "Registered Petitions and Delegations" section of all meetings shall be suspended from the close of the nomination period preceding a general local election or by-election until the meeting of Council following the election.

Public Inquiries:

- 17.12 All Public or Media Inquiries, as outlined in s. 14.1, shall be limited to two (2) minutes, no more than fifteen (15) minutes in total, be restricted specifically to asking questions, and shall not use the opportunity as a public speaking platform or they will be removed from the meeting in accordance with s. 10.4.
- 17.13 The Public Inquiry periods at Council meetings shall be suspended from the close of the nomination period preceding a general local election or by-election until the meeting of Council following the election. Only media inquiries are permitted during the Public or Media Inquiries period during that time.

18. Notice of Motion

- 18.1 Any Council Member may give a "Notice of Motion" respecting an item which ~~he or she intends~~ **they intend** to present by giving a written copy of such motion to the Corporate Officer during a meeting of the Council and upon the Member being acknowledged by the ~~Mayor~~ **Presiding Member** and the Notice of Motion being read at the meeting.
- 18.2 A copy of the motion presented under Section 18.1 shall appear in the Minutes of that meeting as a "Notice of Motion". The Corporate Officer shall place the motion on the Agenda of the next Council meeting, or other future meeting designated by the Member bringing forward the Notice of Motion, for consideration.

PART V- PETITIONS AND COMMUNICATIONS

19. Proper Form

- 19.1 All communications and petitions intended to be presented to Council shall be legibly written, typed or printed, signed by at least one person, and shall be dated and include a **contact name, physical address, mailing address**, contact phone number **or email address**, before being accepted.

20. Referrals

- 20.1 Communications addressed to Council which relate to matters that fall within the scope of responsibility of a particular District department may be referred by the Corporate Officer directly to that department.
- 20.2 If a matter is referred under Section 20.1, ~~an e-copy~~ **a consolidated digital weekly summary of the** communication shall be forwarded to each Member of the Council and to the appropriate Staff members. An acknowledgement may be provided to the writer on receipt of the communication, advising where the matter has been referred.
- 20.3 The Corporate Officer is granted the authority to forward correspondence items to the meeting considered to be most appropriate.
- 20.4 A right of appeal from any referral under Sections ~~19.1 and 19.3~~ **20.1 and 20.3** may be made to the CAO who shall determine the final disposition of the matter. As well, Council may refer any item of correspondence as it deems appropriate to the CAO for follow up.
- 20.5 All petitions or other written communications in which Council requests a report may be referred to the CAO by means of a formal motion.

PART VI - BYLAWS

21. Form of Bylaws

- 21.1 **A proposed bylaw may be introduced at a Regular Council meeting only if a copy of it is included in the final agenda package for the Council meeting, or all Council members unanimously agree to waive this requirement.**
- ~~21.1~~ **21.2** A bylaw ~~introduced at a Council meeting~~ must:
- (a) be printed;

- (b) have a distinguishing name;
- (c) have a distinguishing number;
- (d) contain an introductory statement of purpose;
- (e) be divided into sections.

22. Bylaws to be Considered Separately or Jointly

22.1 Council must consider a proposed bylaw at a Council meeting either:

- (a) separately when directed by the Presiding Member or requested by another Council Member; or,
- (b) jointly with other proposed bylaws in the sequence determined by the Presiding Member.

23. Reading and Adopting Bylaws

~~23.1 Every proposed bylaw shall receive three separate readings prior to its final adoption.~~

~~23.2 The first three readings of a bylaw may be given on the same day, except in the case of an Official Community Plan designation bylaw or a Zoning bylaw which is to be considered at a Public Hearing.~~

~~23.3 An Official Community Plan designation bylaw or a Zoning bylaw which is to be considered at Public Hearing may receive only first and second reading at the time of introduction.~~

~~23.4 Where the Council resolves to consider a bylaw clause by clause, such consideration shall be done at the second reading of the bylaw.~~

~~23.5 Where Council desires to amend a bylaw after third reading, with the exception of those specific provisions respecting an Official Community Plan designation bylaw or a Zoning bylaw, it may do so as follows:~~

~~(a) by motion to reconsider third reading and, if carried;~~

~~(b) by motion to amend the bylaw at third reading in accordance with the procedure set down in this bylaw;~~

~~(c) by motion to pass third reading of the bylaw as amended.~~

~~23.6 Despite Section 135(3) of the Community Charter, and in accordance with Section 890(9) of the Local Government Act, an Official Community Plan designation bylaw or a Zoning bylaw may be adopted at the same meeting at which the bylaw passed third reading.~~

23. Reading and Adopting Bylaws

23.1 The Presiding Member of a Council meeting may:

- (a) read, or have the Corporate Officer read, a synopsis of each proposed bylaw or group of proposed bylaws, and then

- (b) request a motion that the proposed bylaw or group of bylaws be read;
- 23.2 The readings of the bylaw may be given by stating its title and object.
- 23.3 A proposed bylaw may be debated and amended at any time during the first three readings unless prohibited by the *Community Charter* and, if amended, a motion at third reading shall be “to give the bylaw third reading as amended”.
- 23.4 Subject to Part 14, Division 4 of the *Local Government Act* [OCP adoption procedures], each reading of a proposed bylaw must receive the affirmative vote of a majority of the Council members present.
- 23.5 In accordance with Section 135 of the *Community Charter* [requirements for passing bylaws], Council may give up to three readings to a proposed bylaw at the same Council meeting.
- 23.6 If Council wishes to amend a bylaw after third reading, with the exception of those specific provisions respecting an Official Community Plan designation bylaw or a Zoning bylaw, they may do so by:
- a. making a motion to rescind third reading; and if carried,
 - b. making a motion to amend the bylaw; and if carried,
 - c. making a motion to pass third reading of the bylaw as amended.
- 23.7 Despite section 135(3) of the *Community Charter* [requirements for passing bylaws], and in accordance with Part 14 Division 3 of the *Local Government Act* [public hearings], Council may adopt a proposed official community plan or zoning bylaw at the same meeting at which the plan or bylaw passed third reading providing all outstanding conditions have been addressed.
- 23.8 All bylaws which have not completed the requirements to be adopted after a 2-year period may be deemed stale dated and closed.
- 23.9 The Corporate Officer is hereby authorized to consolidate one or more of the bylaws of the municipality pursuant to Section 139 [consolidation of bylaws] of the *Community Charter* for official use, and to make minor corrections to bylaws at third reading or once adopted including, but not limited to, typographical errors, sequential numbering errors, and grammatical errors.

Bylaws Must be Signed

- 24.1 After a bylaw is adopted, signed by the Corporate Officer and the Presiding Member of the Council meeting at which it was adopted, the Corporate Officer must have it placed in the District's records for safekeeping with the following affixed to the bylaw:
- ~~(a) the District's corporate seal,~~
 - (b) the dates of its readings and adoption,
 - (c) the date of the Public Hearing, if applicable; and,
 - (d) the date of ~~required approvals~~ ~~Ministerial approval or approval of the electorate,~~ if applicable.

PART VII - RESOLUTIONS

25. Copies of Resolutions to Council Members

- 25.1 A resolution may be introduced and considered at a meeting as long as it has been included as an item on the Council's printed Agenda or placed as a late item in accordance with Section 15.7 of this bylaw.

PART VIII-MOTIONS

26. Introduction of Motion and Voting at Meetings

- 26.1 Every motion must be moved and seconded before it is deemed to be in the possession of the Council. If a motion is not seconded, then the presiding Member shall move onto the next item on the Agenda without further discussion of that motion.

26.2 The following procedures apply to voting at Council meetings:

- (a) when debate on a matter is closed, the Presiding Member may summarize the motion and must put the matter to a vote.
- (b) Council members who are in the room shall take their places when a vote is called for, and shall not leave until the vote has been taken;
- (c) after the Presiding Member finally puts the question to a vote under paragraph (a), a Member must not speak to the question or make a motion concerning it;
- (d) the Presiding Member's decision about whether a question has been finally put is conclusive;
- (e) whenever a vote of the Council is taken for any purpose, each Member present and voting shall signify their vote upon the question, openly and individually by raising their hand, and the Presiding Member shall declare the motion carried or defeated as the case may be;
- (f) A Member present at the meeting at the time of the vote who abstains from voting is deemed to have voted in the affirmative.
- (g) If the votes of the members present at the meeting at the time of the vote are equal for and against a matter, the motion is defeated and the Presiding Member must declare this result.
- (g) no vote shall be taken in a Council meeting by ballot or by any other method of secret voting.

27. Recording of Motions in Minutes:

- 27.1 The names of those who voted against the motion shall be entered in the minutes.
- 27.2 Notwithstanding Section 27.1, motions that have been withdrawn as per Section 29 of this Bylaw, or did not receive a Secunder and therefore not considered, by Council, shall not be recorded in the Minutes.

27.3 The names of the members who moved and seconded a motion presented to may be recorded in the Minutes.

28. Consideration of Motions

~~28.1 When any motion is under consideration, no other motion shall be received, except a motion to amend, refer, lay on the table or postpone.~~

28.1 While Council is considering a question, only the following motions may be made:

- a. to refer the question to committee or staff,
- b. to amend the motion,
- c. to lay on the table (until later in the meeting),
- d. to postpone indefinitely or to a certain time,
- e. to move the previous question, or
- f. to adjourn

28.2 A motion to move (or “call”) the previous question (28.1.e) must be dealt with before any other amendments are made to the motion on the main question, and if the motion on the previous question is decided in the negative *Council* may again debate the main question or proceed to other business.

- a. A motion to move the previous question (28.1.e) requires a seconder and needs a two- thirds majority to cut off debate.

28.3 Motions made under section 28.1.c to 28.1.e are not amendable nor debatable.

28.4 Council must vote separately on each distinct part of a question that is under consideration at a Council meeting if requested by a Member.

28.5 A Council Member may without notice move to amend a motion that is being considered at a Council meeting.

28.6 A proposed amendment to the main motion must be relevant to the main motion and not have the effect of negating or rejecting the main motion.

28.7 A proposed amendment must be reproduced in writing by the mover if requested by the Presiding Member.

28.8 A proposed amendment must be decided or withdrawn before the motion being considered on the main question is put to a vote.

28.9 An amendment may be amended only once.

28.10 A motion to amend that has been defeated by a vote of Council cannot be proposed again.

29. Withdrawal of Motions

29.1 After a motion has been made and seconded, it shall be deemed to be in the possession of the Council, but the motion may be withdrawn by the mover of the motion at any time before a decision or amendment is made, provided that the

mover has the consent of the seconder.

30. Appeal Ruling of ~~the Chair~~ Presiding Member

- 30.1 Whenever the ~~Chair~~ Presiding Member is of the opinion that a motion is contrary to the rules and privileges of the Council, the ~~Chair~~ Presiding Member shall apprise the members thereof without proposing the question and shall cite the rule or authority applicable to the case without argument or comment. The ruling of the ~~Chair~~ Presiding Member may be appealed by the other members of Council then present as per Section 30.2 of this bylaw.
- 30.2 On an appeal by a Council Member from the decision of the ~~Chair~~ Presiding Member, the question shall be immediately put by ~~them~~ ~~him or her~~, and decided without debate "Shall the ~~Chair~~ Presiding Member be sustained?" and the ~~Chair~~ Presiding Member shall be governed by the vote of the majority of the Council members then present, excluding ~~themselves~~ ~~himself or herself~~. In the event of the votes being equal, the question shall pass in the affirmative.
- 30.3 If the ~~Chair~~ Presiding Member refuses to put the question "Shall the ~~Chair~~ Presiding Member be sustained?", the Council shall immediately appoint a ~~Chair~~ Presiding Member pro tem. ~~He or she~~ They shall proceed in accordance with Section 30.2 of this bylaw. A resolution or motion carried under this Section is binding.

31. Reconsideration

- 31.1 The Mayor may require Council to reconsider and vote again on a matter that was the subject of a vote, in accordance with Section 131 of the *Community Charter*.
- a) The Mayor may initiate reconsideration at the same meeting as the vote took place, or within 30 days following that meeting.
- 31.2 A vote on a matter ~~motion/resolution~~ which was adopted or defeated may be reconsidered by Council provided that the ~~matter~~ ~~resolution~~ has not had the assent of the electors, has not been reconsidered under this Section or Section 131 of the *Community Charter*, and has not been acted upon by an officer, servant or agent of the Municipality.

Such a reconsideration motion:

- (a) must be brought forward and seconded by Members ~~by a member~~ who voted on the prevailing side of the motion ~~or were not present at the meeting~~;
- ~~(b) may be seconded by any member,~~
- (c) must be brought forward ~~within thirty (30) days~~ ~~at the next meeting~~ of Council following the original vote;
- (d) must receive a majority vote of Council for ~~the matter to be open for discussion~~ ~~again~~ ~~it to be adopted~~;
- (e) if defeated, and the outcome being that the resolution is preserved unchanged, the same resolution may not be brought back before Council for six (6) months from the date of the latest vote, except with consent of two-thirds of all the members of Council.

31.3 A vote to reconsider a matter, whether affirmative or negative, must not be reconsidered.

~~31.2 Each resolution or reading of a bylaw may be reconsidered under the provisions of Section 31.1~~

~~31.3 Notwithstanding section 31.2, once a bylaw is finally adopted, it may not be reconsidered except in accordance with Section 131 of the Community Charter.~~

~~31.4 Notwithstanding section 31.2, resolutions for third reading or final adoption of an Official Community Plan Bylaw or Zoning Bylaw shall not be reconsidered.~~

PART IX - RULES OF DEBATE

32. Decorum in Debate

- 32.1 Every Council Member who wishes to speak to any question or motion shall raise their hand, wait to be recognized by the ~~Mayor~~ Presiding Member and shall address themselves to the ~~Mayor~~ Presiding Member.
- 32.2 Members of Council shall address the Presiding Member ~~Chair~~ as "Mr. Mayor, "Madam Mayor", or "Your Worship" or "Mr. or Madam Acting Mayor", or "Mr. or Madam Chair" as the case may be, and shall refer to each other as "the Mayor" or "Councillor ", as the case may be.
- 32.3 Members of staff shall be addressed as Mr., Mrs., or Ms. or else shall be referred to by their official title.
- 32.4 Any questions addressed to staff shall be put through the ~~Chair~~ Presiding Member to the CAO ~~Chief Administrative Officer~~ who shall refer the matter to the appropriate staff representative if necessary.
- 32.5 When two or more Council Members desire to speak at the same time, the ~~Chair~~ Presiding Member shall name the Member who shall have the floor.
- 32.6 Members of Council shall seek permission of the Presiding Member to speak more than once in connection with a single question, except to explain a material part of a previous speech, to reply to debate on a substantive motion which the Member has made, or to introduce new information.
- 32.7 No Council Member shall speak longer than a total of ten (10) minutes to a question without the permission of the Presiding Member to any matter other than the question in debate or reflect upon any vote of the Council except for the purpose of moving that such vote be rescinded.
- 32.8 ~~A member speaking at a Council meeting must at all times use respectful language, must not use offensive gestures or signs.~~ While in a Council meeting, a Member must comply with the Code of Conduct Bylaw as amended or replaced from time to time, must speak only in connection with the matter being debated, and may speak about a vote of Council only for the purpose of making a motion that the vote be rescinded.
- 32.9 Despite section 10 of this bylaw, the Mayor or Presiding Member at a Council meeting may expel and exclude from any Council meeting a person, including another Council Member, which the Mayor or Presiding Member considers is

engaging in inappropriate conduct.

32.10 When the ~~Chair~~ Presiding Member is of the opinion that there has been sufficient debate, the Presiding Member ~~he~~ may put the question.

33. ~~Chair~~ Presiding Member - Questions of Order

33.1 When a Council Member is speaking, no other Member may interrupt the speaker except to raise a point of order.

33.2 The ~~Chair~~ Presiding Member may call any Council Member to order while that Member is speaking.

33.3 When such action is taken, the ~~Chair~~ Presiding Member shall immediately suspend the debate, and the Council Member in question shall refrain from speaking until the point of order is determined by the ~~Chair~~ Presiding Member, whose ruling is subject to an appeal by the Council Members.

33.4 Should any Council Member resist or disobey the decision of the ~~Chair~~ Presiding Member, the Members may order the Member in question to leave ~~their his or her~~ seat for that meeting, and in the event of ~~their his~~ refusing to do so, the ~~Chair~~ Presiding Member may order that the Member be removed from the meeting.

33.5 In the event of satisfactory apology being made by the offending Member, the Council may, by vote of the majority, permit the Member to resume ~~their his or her~~ seat forthwith.

~~33.6 No Council member shall speak to any matter other than the question in debate or reflect upon any vote of the Council except for the purpose of moving that such vote be rescinded.~~

33.7 No Council Member shall resist the rules of the Council nor disobey the decision of the ~~Chair~~ Presiding Member on points of order or practice, or upon the interpretation of the rules of the Council.

33.8 Any Council Member may require the question being debated to be read for ~~their his or her~~ information at any period of the debate, but shall not do so in order to interrupt a Member speaking.

33.9 When the question under consideration contains more than one recommendation, any Member may request, by motion, that the vote upon each recommendation shall be taken separately and the Council Members shall decide by majority vote of the Members present how such vote shall be taken.

34. Voting at Meetings

~~34.1 The following procedures apply to voting at Council meetings:~~

~~(a) when debate on a matter is closed, the Presiding Member may summarize the motion and must put the matter to a vote.~~

~~(b) Council members who are in the room shall take their places when a vote is called for, and shall not leave until the vote has been taken;~~

- ~~(c) after the Presiding Member finally puts the question to a vote under paragraph (a), a member must not speak to the question or make a motion concerning it;~~
- ~~(d) the Presiding Member's decision about whether a question has been finally put is conclusive;~~
- ~~(e) whenever a vote of the Council is taken for any purpose, each member present and voting shall signify their vote upon the question, openly and individually by raising their hand, and the Chair shall declare the motion carried or defeated as the case may be;~~
- ~~(f) A member present at the meeting at the time of the vote who abstains from voting is deemed to have voted in the affirmative.~~
- ~~(g) If the votes of the members present at the meeting at the time of the vote are equal for and against a matter, the motion is defeated and the Mayor must declare this result.~~
- ~~(g) no vote shall be taken in a Council meeting by ballot or by any other method of secret voting.~~

PART X-MINUTES

35. Adoption and Distribution

- 35.1 Minutes of the proceedings of Council, Committees, and Commissions must be legibly recorded, certified as correct by the Corporate Officer and signed by the Mayor or other Member presiding at the meeting. Minutes of Advisory Bodies may be signed off by the **Presiding Member Chair** of that Advisory Body.
- 35.2 Prior to adoption, the Corporate Officer shall distribute a copy of all Minutes of Council meetings to each Member of Council.
- 35.3 Whenever possible, Minutes of a given meeting shall be adopted at the next Council meeting or Committee/Commission meeting, as appropriate.
- 35.4 In accordance with Section 97 of the *Community Charter*, Minutes of the proceedings of Council/Committees and Commissions must be available for public inspection at the District of Barriere offices during its regular office hours.
- 35.5 Section 35.4 of this bylaw does not apply to Minutes of a Council meeting or that part of a Council meeting from which persons were excluded under Section 90 of the *Community Charter*.
- 35.6 The names of all members of Council present and absent shall be recorded in the meeting minutes.
- 35.7 If a Member has declared a conflict of interest pursuant to the *Community Charter*, the reason the Member is not participating in the discussion of the matter, and the time at which they left the room and returned, will be recorded in the minutes.
- 35.8 The Corporate Officer is authorized to make minor amendments to approved minutes including, but not limited to, typographical errors, sequential numbering errors, and grammatical errors.

- 35.9 An error or omission in the minutes may be identified by a Member of Council orally and rectified by resolution. Depending on the scale of amendment the adoption of the minutes may be postponed to the next meeting.

PART XI - CONDUCT OF COMMITTEE BUSINESS

36. Committee of the Whole

- 36.1 The Committee of the Whole shall meet on an as needed basis.
- 36.2 The Acting Mayor shall act as ~~Chair~~ **Presiding Member** of the Committee of the Whole, unless otherwise determined by the Mayor.
- 36.3 **As per the Community Charter Section 154 (1) (a), Council is delegating administrative powers to the Committee of the Whole.**

37. Schedule of Meetings

- 37.1 At its first meeting after its establishment a Commission, Committee, or Advisory Body must establish a regular schedule of meetings.
- 37.2 The **Presiding Member** ~~Chair~~ of a Commission, Committee, or Advisory Body may call a meeting in addition to the scheduled meetings or may cancel a meeting.

38. Notice of Meetings

- 38.1 After the Commission, Committee, or Advisory Body has established the regular schedule of meetings, including the times, dates and places of the meetings, notice of the schedule must be given by:
- (a) posting a copy of the schedule at the applicable Public Notice Posting Place ~~and the District website~~.
 - (b) providing a copy of the schedule to each member of the Commission, Committee, or Advisory Body.
- 38.2 Where revisions are necessary to the annual schedule of Commission, Committee or Advisory Body meetings, as soon as possible a notice must be posted at the applicable Public Notice Posting Place ~~and District website~~ which indicates any revisions to the date, time and place or cancellation of a meeting.

39. Minutes of Meetings

- 39.1 Minutes of Committee of the Whole, Commissions, Standing, or Select Committees must be maintained and available to public and:
- (a) legibly recorded,
 - (b) certified as correct by the Corporate Officer,
 - (c) signed by the Mayor or Member presiding at the meeting, and
 - (d) open for public inspection in accordance with Section 97(1)(c) of the *Community Charter*.
 - (e) Subsection 39.1(d) does not apply to minutes of a Commission, Standing, or Select Committee meeting from which persons were

excluded under Section 90 of the *Community Charter*.

40. Quorum

- 40.1 The quorum for a Committee of the Whole, Standing, Select, or Advisory Committee or Commission is a majority of all of its members.
- 40.2 If a Committee/Commission member misses more than 3 meetings in a row, Council may rescind ~~their his or her~~ appointment at any time and appoint another person in place of the person whose appointment was rescinded.

41. Conduct and Debate

- 41.1 The rules of the Council procedure must be observed during Standing or Select Committees, Commission, or Advisory Body meetings, so far as is possible and unless as otherwise provided in this Bylaw.
- 41.2 Council members may attend any meetings of a Standing or Select Committee, Commission, or Advisory Body and may participate in discussions; however, only members who have been appointed, or an alternate member attending in the absence of an appointed committee member, may introduce or vote on the proceedings.
- 41.3 The Mayor shall be an ex-officio voting member of all Committees and Commissions and, when in attendance, shall possess all the rights, privileges, powers and duties of other members. ~~The Mayor He~~ shall not be considered, if absent, when determining a quorum.

42. Delegations

- 42.1 When a person or a group of persons wish to appear as a delegation before a Standing or Select Committee, Commission, or Advisory Body on a matter within the jurisdiction of the Committee, they shall be subject to the requirements set out in this bylaw.

43. Recommendations

Standing or Select Committee, Commission, or Advisory Body recommendations shall be subject to the approval of the Council, except where the Standing, Select, Committee of the Whole, or Advisory Committee has been delegated administrative power by the Council.

PART XII - GENERAL

44. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.
45. Any one or more of the rules and orders contained in this bylaw may be temporarily suspended by an affirmative vote of the majority of all Council members.
46. District of Barriere Council Procedure Bylaw No.0001, 2007” and its amendments are hereby repealed.
47. This bylaw may not be amended, repealed or substituted unless Council first gives notice in accordance with Section 94 of the *Community Charter*.

READ A FIRST TIME this 9th day of January, 2012

Council Procedure Bylaw No. 100, as amended **Consolidated for convenience purposes only*

READ A SECOND TIME this **23rd** day of **January, 2012**

READ A THIRD TIME this **23rd** day of **January, 2012**

Notice of intention to proceed with this bylaw was published on the **16th** day of **January, 2012** and the **23rd** day of **January, 2012** in the Star Journal newspaper, circulating in the District of Barriere, pursuant to Section 94 of the Community Charter.

ADOPTED this 6th day of February, 2012

Original signed by _____
Mayor, Bill Humphreys

Original signed by, _____
Chief Administrative Officer, Colleen Hannigan

SCHEDULE “A” – OATH OF OFFICE

OATH OF OFFICE

CANADA

PROVINCE OF BRITISH COLUMBIA

DISTRICT OF BARRIERE

I, (name of elected official), do (swear, solemnly affirm) that:

I am qualified to hold the office of (Mayor, Councillor) for the District of Barriere to which I have been elected.

I have not, by myself or by any other person, knowingly contravened the Local Government Act respecting vote buying or intimidation in relation to my election to this office.

As required by the Community Charter, I will disclose any direct or indirect pecuniary interest I have in a matter and will not participate in the discussion of that matter nor vote in respect of the matter.

I will faithfully, and with integrity, perform the duties of my office and will not allow any private interest to influence my conduct in public matters.

I will abide by the statutes, bylaws and policies that govern the District and promote openness, accountability, collaboration, and responsible leadership.

I will provide stewardship of the public assets through the development and evaluation of the District’s policies and programs; and

I will make well-informed and transparent decisions, prioritizing the best interests and well-being of the entire community while guiding the growth of a vibrant and sustainable District.

I affirm, ascribe to, and agree to follow the District of Barriere Code of Conduct Bylaw No. 250 adopted by the District Council of the District of Barriere, as amended or replaced from time to time.

(Sworn, Affirmed) before me)
in the District of Barriere)
in the Province of British Columbia)
this ____ day of _____, _____.)

Corporate Officer (or as defined in the
Community Charter S. 120)

Elected Official

Procedure Bylaw – Change Log

Throughout:

- Gender Neutral terms
- Renamed Chief Administrative Officer to CAO throughout
- Renamed Chair and Mayor where applicable to Presiding Member
- Renamed Council Member to “Member” where applicable

Definitions:

- Alphabetically ordered
- Added
 - o Acting Mayor – provided a definition of Acting Mayor
 - o Code of Conduct Definition – Bylaw Link
 - o CAO – did not exist previously
 - o Delegations – provide a definition
 - o Notice Board – added a definition with the intend that the Corporate Officer can designate the location of the board
 - o Presiding Member – references to Chair and Mayor (where appropriate) were replaced with this term throughout the Bylaw.
 - o
- Updated:
 - o Corporate Officer – added “or their designate”
 - o Public Posting Notice Place – updated to include website, now a single term can be used for the Posting Place
 - o Quorum – provide broader definition including committees and other bodies of Council
- Removed:
 - o FCM – no longer needed
 - o SILGA – no longer needed
 - o UBCM – no longer needed

Council Meetings

- 4.1 - Inaugural meeting – added language that allows for judicial recount period
- 4.3 - Chairing of inaugural meeting by CAO or designate
- 4.4 - Oath of Office as included in Schedule A – this section established the attached Oath as the one to be used for Barriere.

Time and Location:

- 5.2 replaced - schedule set by Council each year, was first and third Monday of each month (provides flexibility), December 15 is deadline each year as per Community Charter for public notice of schedule.
- added 5.3. – set time to 5:30pm from 7:00pm (allows for In-Camera to be after Regular meeting) typically on Monday but linked to schedule in 5.2

Procedure Bylaw – Change Log

Notice of Council Meetings:

- Entire Section 6 replaced
- Added language to
 - o 6.2 allows for an Alternate Public Notification Bylaw (S.94.2 of Community Charter)
 - o 6.3 meetings to be at Council Chambers, unless Council determines another location
 - o 6.4 to allow Mayor or two members of Council to call a special meeting (including COTW)

Notice of Special Meeting

- 7.1 – removed District website (included in Posting Place definition).

Annual Municipal Report:

- 8 - This section was removed. Not necessarily a Council Procedure. Not needed as staff is fully aware of legislation. Renumbering required afterwards.

Acting Mayor :

- 9.5 - Minor clarification added under 9.5 “during the period of service”

Attendance at Public Meeting

- Modified Section 10.4 to include stronger language for removal of a person from Council Chambers, including removal by a peace officer. Key as well is change to “Presiding Member”

Adjourning meetings

- 12.1 - Relocated for readability – was S.13
- Added section 12.2 that allows the CO to cancel the meeting ahead of time if no quorum
- Added section 12.3 to adjourn meetings at 10pm. Council can unanimously decide to continue.

Electronic Meetings

- 13.5 - Removed Electronic Meetings Policy (does not exist)
- Added 13.7 – voting in favour if there are tech difficulties, ensures the meeting can continue just in case
- Added 13.8 – confirmation of votes from online participants
- Added 13.9 – generally presiding member is physically present. This language allows the presiding member to be online (unanimous vote of members in attendance to allow for this)

Order of Proceedings

- 14.1 - Updated language that allows variations to agenda order based on business at hand and allows Corporate Officer to amend accordingly
- 14.1 - Changed the default order of agenda items, notable items:
 - o Swapped Staff Reports and Bylaws – allows for some staff to leave after their reports are complete (if they choose to)
 - o Added a section as “Unfinished Business from Previous meetings”

Procedure Bylaw – Change Log

- Removed Proclamations – This is not common anymore and has some risk, removal is recommended. Also, Community Support policy could include ways on supporting such requests without a “proclamation” from Council.
- Moved Councillor and Mayor reports ahead of correspondence
- Moved committee reports and notice of motion under Councillor report
- Added Decisions from Delegations (if required), to Mayor’s Report
- Added 14.3 to allow the CO to set agendas for other meetings and vary their structure as needed

Agendas

- 15.2 - Changed the deadline to receive information from the public for the agenda to Monday (was Wednesday) – allows more time to clarify items or do research before the Council meeting if needed.
- 15.4 - Council agenda availability change to “at least 72 hours” (so, Friday at 530pm) for posting on website. Allows for some future flexibility to possibly provide agendas to Council earlier.
- 15.7 – included late item language to remove Section 16 in its entirety
- 15.8 – added language regarding establishing items to be on the agenda and responsibility
- 15.9 – added language for review of the agenda order of business with the Presiding Member prior to the release of the agenda to Council. Codifying existing practice.

Delegations and Public Inquiries

- Added Public Inquiries to overall topic

Delegations:

- 17.1 - updated language to be more specific about information needed (name, address, clear ask/resolution, materials). Also added authority for Staff to define format for materials to ensure that it works with District technologies etc.
- 17.3 – increased to 10 minutes. 5 minutes is often too short and 10 provides enough time for the delegation to share their materials.
- 17.4 – added language to allow Council (by unanimous resolution) to hear from a member of the public outside of the allotted slot on the agenda. Not limiting participation during those agenda items intended for public inquiries
- 17.7 – added an option for an appeal process if delegation was denied. Appeal to CAO first.
- 17.8 – updated language regarding delegation in regards to items that require a public hearing or if it’s a matter in the courts
- 17.9 – intent for Council is to not debate with the public, just clarify items or correct information
- 17.10 – limit of 3 delegations per meeting, Corporate Officer has authority to adjust as needed
- 17.11 – closing delegation and petition section during election or byelection

Public Inquiries – how the public gets to interact with Council

- 17.12 – 2min max, all items on the agenda and otherwise, not a speaking platform, asking questions only
- 17.13 – no public inquiries during election season, except for media.

Procedure Bylaw – Change Log

Proper Form

- 19.1 – for Petitions and other Communication, included requirement for physical address, contact name, mailing address, and option for contact email. Essentially no anonymous communication is allowed.

Referrals

- 20.2 – changed e-copy for each item to “consolidated weekly summary”; allows for staff to collect information and send a single package to Council with important information.

Bylaws – Form

- 21.1 – added clause regarding a bylaw must be included in agenda to be discussed at a meeting. Allowance for waiving of this requirement by Council.
- 21.2 – more important that the final version is printed (not the “introduced” one) in this manner and includes the items listed.

Readings and Bylaws Adoption

- 23 – replaced entirely to include updated language, updated LGA legislation, same context is maintained except for sections detailed below.
- 23.7 – for flexibility, added language “providing that all outstanding conditions have been met (ie. “Transportation Act” or other Provincial directives as implemented from time to time)
- 23.8 – added an expiry clause for bylaws that are incomplete
- 23.9 – added an option for the CO to officially consolidate bylaws, and also make minor corrections as those are discovered.

Singed Bylaws

- 24.1.a - Removed corporate seal requirement – not needed
- 24.1.d – changed to “required approvals” – more flexibility as legislation and directives change

Introduction of Motions and Voting at Meetings

- 26 - Added “voting At Meetings” for readability (combining for readability) – was S.34 previously

Consideration of Motions

- 28 – entire section replaced with more details on how motions are debated, referred, postponed, how amendments would be addressed, etc.
 - o Provides structure and clear outline on process, if required

Reconsideration of Motion

- 31.1 – added regarding the authority of the Mayor and to provide context.
- 31.2 – changed language to focus on the “matter” that a decision needs to be reconsidered for
- 31.2.a+b – consolidated into one line, changed to allow members who were not present to request reconsideration, both mover and seconder would need to have been on prevailing side of motion
- 31.2.c – expanded to 30 days, same as authority of Mayor

Procedure Bylaw – Change Log

- 31.2.d – if a reconsideration motion is passed, essentially the “matter” is open for discussion as if the adoption of the original resolution never happened. A subsequent motion is required regarding the original matter.
- 31.3 – a vote on a reconsideration motion can not be reconsidered.
- Original 31.2-31.4 are removed. Most municipalities have this removed as there is legislation that governs this, so no Bylaw is needed to specify those steps.

Decorum in debate

- 32.6 – new section added – allows the Presiding Member to manage the debate and limit how often a member can speak to a question.
- 32.7 – relocated from 33.6 - added a total length of 10min for each member per item. Chair has ability to allow further debate.
- 32.8 – language change to reference the Code of Conduct Bylaw
- 32.9 – added, to allow the Presiding Member to remove a Councillor that’s inappropriate

Question of Order

- 33.6 – moved to 32.7 as it was in terms of speaking to a question.

Voting at Meetings – s.34 was moved to S. 26

Minutes – Adoption

- 35.6 – added – names of Members are recorded and if Member is absent – codifying current practice
- 35.7 – added – conflict of interest – recording in minutes – codifying current practice
- 35.8 – added – authority for the CO to make minor corrections to minutes
- 35.9 – added – if an amendment to the minutes is needed, adoption may not occur until the next meeting.

Committee of the Whole

- 36.3 – added – authorizing COTW to make administrative decisions. (previous Council resolution only, not allowed, must be a bylaw; previous resolution: “That Council delegate administrative power to the Committee of Whole” from Jan 21, 2013)

Committee – Notice of Meetings

- 38.1 – updated Posting Place (which already includes the website)

Schedule A – Oath of Office

- Updated to reflect current standards, similar language used by other municipalities or regional District that use a distinguished Oath of Office to address current responsibilities in more details, i.e. stewardship of public assets; and sustainability of the community.
- Includes language that specifically highlights the Code of Conduct Bylaw.



THE CORPORATION OF THE DISTRICT OF BARRIERE
DRAFT - COUNCIL PROCEDURE BYLAW NO. 251

A bylaw to govern meetings of the Council of the District of Barriere.

The Council for the District of Barriere, in open meeting lawfully assembled, **ENACTS** as follows:

1. Citation

This bylaw may be cited as the “**DRAFT - Council Procedure Bylaw No. 251**”

PART I - GENERAL

2. Definitions

In this bylaw, unless the context otherwise requires:

- 2.1. **Acting Mayor** means the Councillor designated to act in place of the Mayor when the Mayor is absent or otherwise unable to act for the applicable date;
- 2.2. **Advisory Body** means an advisory committee appointed by Council for the purpose of providing advice to Committees, Commissions and staff.
- 2.3. **CAO** means the Chief Administrative Officer appointed by Council for the District of Barriere, or their designate;
- 2.4. **Code of Conduct** means the standards applicable to members of Council of the District of Barriere, as set out in the District of Barriere Code of Conduct Bylaw No. 250, as may be amended or replaced from time to time.
- 2.5. **Commission** means a municipal commission appointed by Council under Section 143 of the Community Charter.
- 2.6. **Committee of the Whole** means a committee of Council comprised of all members of Council.
- 2.7. **Corporate Officer** means the person responsible for corporate administration as set out under Section 147 of the Community Charter, or their designate.
- 2.8. **Council** means the municipal council of the District of Barriere;
- 2.9. **Delegation** means any person wishing to appear as a speaker and/or make a presentation to *Council*, a Committee, or Commission;
- 2.10. **District** means the District of Barriere.
- 2.11. **District Council Chambers** means Council Chambers located at the District Offices.

- 2.12. **District Offices** means District Offices at 4936 Barriere Town Road.
- 2.13. **District Website** means the information resource found at www.barriere.ca.
- 2.14. **In-Camera Meeting** means a meeting that is closed to the public in accordance with Sections 90 and 92 of the Community Charter.
- 2.15. **Mayor** means the Mayor of the District.
- 2.16. **Member** means:
- 2.16.1. in the case of Council, a member of Council, including the Mayor; or
 - 2.16.2. in the case of an Advisory Board, Committee, or Commission, a person appointed by Council to sit on that Advisory Board, Committee, or Commission.
- 2.17. **Notice Board** means the public notice board at the District Offices designated by the Corporate Officer for posting of legal notices and Council meeting information.
- 2.18. **Parcel Tax Roll Review Panel** means a panel consisting of at least 3 members appointed by Council under Section 204 of the Community Charter to consider complaints respecting the parcel tax roll and to authenticate the roll.
- 2.19. **Presiding Member** means the Member who has the authority to preside over a meeting as chairperson.
- 2.20. **Public Notice Posting Place** means the Notice Board and/or the District website.
- 2.21. **Quorum** means:
- 2.21.1. In the case of Council, a majority of the number of members of which the council consists under the Community Charter; and
 - 2.21.2. (2) In the case of a committee or other body, a majority of the voting members appointed.
- 2.22. **Standing Committee** means a committee appointed by the Mayor under Section 141 of the Community Charter for matters the Mayor considers would be better dealt with by a Committee and at least half of the members must be Council members.
- 2.23. **Select Committee** means a committee appointed by Council under Section 142 of the Community Charter for a select purpose and to report its findings and opinion to the Council. At least one member of a select committee must be a Council Member

3. Unless otherwise defined in this bylaw, words used herein shall have the meanings defined in the Community Charter or the Local Government Act, as applicable.

4. Application of Rules of Procedure

- 4.1. The provisions of this Bylaw govern the proceedings of Council, Commissions, Standing Committees, Select Committees, the Committee of the Whole, and Advisory Bodies.

- 4.2. In cases not provided for under this Bylaw, the current edition of Robert's Rules of Order, apply to the proceedings of Council and Council Committees to the extent that those Rules are:
 - 4.2.1. applicable in the circumstances;
 - 4.2.2. not inconsistent with provisions of this Bylaw, the Community Charter or the Local Government Act.

PART II – COUNCIL MEETINGS

5. Inaugural Meeting

- 5.1. An inaugural meeting of Council shall be held within the first ten (10) days of November, but no sooner than the third Monday following a general local election to allow time for judicial recount as specified in Section 149 of the Local Government Act.
- 5.2. If a Quorum of Council members elected at the general local election has not taken office by the date of the meeting referred to in Section 5.1, the first Council meeting must be called by the Corporate Officer and held as soon as reasonably possible after a Quorum has taken office.
- 5.3. The inaugural meeting shall be chaired by the Chief Administrative Officer or delegate until the Mayor and Councillors have completed signing their Oath of Office per the Community Charter.
- 5.4. The Oath of Office used by the District shall be as shown in Schedule “A” attached to and forming part of this bylaw.

6. Time and Location of Meetings

- 6.1. All Council meetings will take place within the District Council Chambers, except when Council resolves to hold meetings elsewhere and directs the Corporate Administration Department to give notice of the different meeting place by posting a notice of the change on the Public Notice Posting Place at least 24 hours prior to the time of the Council meeting.
- 6.2. Regularly scheduled meetings shall be held on the dates each year as established by a resolution of Council prior to December 15 of the preceding year, unless Council passes a resolution to cancel or alter a particular meeting, or the Corporate Officer determines that there is not sufficient business to be discussed to warrant the holding of a particular meeting.
- 6.3. Meetings shall be scheduled to begin at 5:30pm, typically on a Monday but subject to the dates selected per section 6.2.

6.4. Regular Council meetings may:

- 6.4.1. be cancelled by Council, provided that two consecutive meetings are not cancelled;
- 6.4.2. be rescheduled by Council, provided the notice requirements set out in Section 127 and 94 of the Community Charter are met.

7. Notice of Council and Special Meetings

- 7.1. In accordance with Section 127 of the Community Charter, Council must prepare annually, a schedule of the dates, times and places of Regular Council meetings and must make the schedule available to the public by posting it at the Public Notice Posting Place.
- 7.2. Council must give notice annually, in accordance with Section 94 or 94.2 [Bylaw to provide for alternative means of publication] of the Community Charter, of the time and location that the schedule of Regular Council meetings is available to the public.
- 7.3. All Council meetings shall take place at the District Council Chambers, unless Council passes a resolution to hold a particular meeting elsewhere, or the meeting is conducted by means of electronic or other communication facilities.
- 7.4. The Mayor or two members of Council, in accordance with the provisions of the Community Charter, may call a Special meeting of Council, which is any meeting other than a regularly scheduled meeting scheduled pursuant to this section or an adjourned meeting.
 - 7.4.1. Committee-of-the-Whole meetings may be considered Special Meetings of Council and may be called in the same way, or scheduled by Council resolution.
- 7.5. Except where notice of a Special meeting is waived by unanimous vote of all Council members under Section 127(4) of the Community Charter, a notice of the date, hour, and place of a Special Council meeting must be given at least 24 hours before the time of the meeting, by:
 - 7.5.1. posting a copy of the notice on the Public Notice Posting Place, and
 - 7.5.2. emailing the notice to each Council Member.
- 7.6. The notice under Section 7.5 must describe in general terms the purpose of the meeting and be signed by the Mayor or the Corporate Officer.

PART III - DESIGNATION OF MEMBER TO ACT IN PLACE OF MAYOR

8. Acting Mayor

- 8.1. Council must, on an annual basis, from amongst its members, designate Councillors to serve on a rotating basis as the member responsible for acting in the place of the Mayor when the Mayor is absent or otherwise unable to act or when the office of the Mayor is vacant.

- 8.2. Each Councillor designated under Section 8.1 is responsible for fulfilling the duties of the Mayor in their absence.
- 8.3. If both the Mayor and Acting Mayor are absent from a Council meeting, the next Member in succession on the rotating roster established under Section 8.1 shall preside at the Council meeting.
- 8.4. Other than at a Council meeting, if both the Mayor and the Acting Mayor are absent or otherwise unable to act, the next Member in succession on the rotating roster established under 8.1 shall be the Acting Mayor.
- 8.5. The Member designated under Section 8.1, 8.3 or 8.4 shall have the same powers and duties as the Mayor during a period of service as Acting Mayor.

PART IV - COUNCIL PROCEEDINGS

9. Attendance of Public at Meeting

- 9.1. Except where the provisions of Section 90 of the Community Charter apply, all Council meetings must be open to the public.
- 9.2. Before closing a Council meeting or part of a Council meeting to the public, Council must pass a resolution in a public meeting in accordance with Section 92 of the Community Charter.
- 9.3. Section 9 applies to all meetings of the bodies referred to in Section 93 of the Community Charter including Council committees, commissions, a Parcel Tax Roll Review Panel, a board of variance, or advisory bodies.
- 9.4. Notwithstanding Subsection 9.1, if the Presiding Member feels a member of the public is acting improperly at a meeting, the Presiding Member may expel that person from the meeting or have the person removed by a peace officer in accordance with Section 133 of the Community Charter.

10. Calling the Meeting to Order

- 10.1. As soon after the time specified for a Council meeting as there is a Quorum present, the Mayor, if present, must take the chair and call the Council meeting to order; however, where the Mayor is absent, the Councillor designated as the Member responsible for acting in the place of the Mayor in accordance with Section 8 must take the chair and call such meeting to order. The Presiding Member has, for that purpose, all the powers of, and is subject to, the same rules as the Mayor.

11. Adjourning Meetings

- 11.1. If there is no Quorum of Council present within 15 minutes of the scheduled time for a Council meeting, the Corporate Officer must:
 - 11.1.1. record the names of the members present and those absent; and,
 - 11.1.2. adjourn the meeting until the next scheduled meeting.

- 11.2. Notwithstanding section 11.1 if the Corporate Officer knows in advance that there will not be a Quorum present for a regularly scheduled meeting, they may cancel the meeting and shall use reasonable efforts to provide public notice of the cancellation by posting notice to the Public Notice Posting Place.
- 11.3. Council Meetings shall adjourn no later than 10:00 p.m. unless an extension beyond that time is determined by unanimous vote of Members present.

12. Electronic Meetings and Electronic Participation of Members

- 12.1. Electronic Meetings are meetings where all members of Council or Committee participate electronically (e.g. videoconference, audioconference or telephone).
- 12.2. Electronic participation allows for a hybrid meeting where some members of Council or Committee attend in person, and other members attend by electronic means (e.g. telephone).
- 12.3. In accordance with Section 128 of the Community Charter, a member of Council or a Council Committee who is unable to physically attend a Council meeting or a Council committee meeting, as applicable, may participate in the meeting by means of electronic or other communication facilities.
- 12.4. At the call of the Mayor, Presiding Member, or two members of Council, a Regular, Special, or Committee Meeting, may be held electronically in addition to special meetings already authorized under the Charter.
- 12.5. A meeting conducted under this Section is subject to the rules of procedural fairness of this Council Procedure Bylaw.
- 12.6. A meeting conducted under this Section, except for any part of the meeting that is closed to the public, the method must enable the public to hear, or watch and hear, the proceedings of the meeting and be able to participate during the appropriate section of the Agenda or at the call of the Presiding Member.
- 12.7. Council members participating by electronic means will be deemed to have voted in the affirmative on any and all motions made during technical interruptions and disconnections during the course of the Council meeting.
- 12.8. The Presiding Member must verbally confirm the response from any Council Member who is participating electronically to ensure the vote is recorded accurately.
- 12.9. In extenuating circumstances, the Presiding Member at a council meeting may participate electronically, with the unanimous vote of members present.

13. Order of Proceedings and Business

- 13.1. The agenda for all regular Council meetings contains the following matters in the order in which they are listed below, however, where appropriate for timing or other reasons, the Corporate Officer may determine an alternative order or variation in the agenda:

- 13.1.1. Adoption of Agenda
 - 13.1.2. Public Hearing
 - 13.1.3. Adoption of Minutes
 - 13.1.4. Registered Delegations and Petitions
 - 13.1.5. Unfinished Business from Previous Meetings
 - 13.1.6. Staff Reports
 - 13.1.7. Bylaws
 - 13.1.8. Councillor's Business
 - 13.1.8.1. Councillor and Committee Reports
 - 13.1.8.2. Notice of Motion
 - 13.1.9. Mayor's Business
 - 13.1.9.1. Mayor's Report
 - 13.1.10. Decisions from Registered Delegations (if required)
 - 13.1.11. Correspondence
 - 13.1.11.1. For Information
 - 13.1.11.2. For Action
 - 13.1.12. Late Items
 - 13.1.13. Public or Media Inquiries (can include items not on Agenda)
 - 13.1.14. Closed Session (unless logical placement suggests otherwise)
 - 13.1.15. Items Released from In-Camera
 - 13.1.16. Adjournment
- 13.2. Notwithstanding the provisions under Section 13.1, it shall always be in order for the Council to vary the order in which business on the Agenda shall be dealt with by a majority vote of the members present.
- 13.3. The Corporate Officer may determine the business order, alternative order, or variation in the agendas for all other regulatory and Advisory Body meetings held by the District, such as, and not limited to Public Hearing, In-Camera, Committee of the Whole, and Inaugural meetings.

14. Agenda

- 14.1. Prior to each Council meeting the Corporate Officer shall prepare an Agenda setting out all items for consideration at that meeting.
- 14.2. The deadline for the public to submit items to the Corporate Officer for inclusion on the Council meeting Agenda shall be 1:00 p.m. on the Monday preceding the meeting, unless otherwise approved by the CAO.
- 14.3. Items received in the Corporate Administration Department after the appropriate deadline in Section 14.2 shall be placed on the Agenda for consideration at the next Regular Council meeting, unless the item is introduced as a Late Item pursuant to Section 14.7 of this Bylaw.
- 14.4. Council Agendas will generally be available electronically online on the District Website to the members of the Council and the public at least 72 hours prior to Regularly Scheduled Council Meetings. Printed agendas will be available by request only.

- 14.5. Only those matters included on the Agenda shall be considered or dealt with at the Council meeting unless a new matter for consideration is properly introduced as a Late Item pursuant to Section 14.7 of this Bylaw.
- 14.6. In cases where documents are too unwieldy to be readily reproduced, they will be available for review on file in the Corporate Administration Department and noted on the Agenda.
- 14.7. A late item may be approved for addition to an agenda by the CAO, or by resolution of Council, if the subject matter is of an urgent nature such that the item cannot be held to the next meeting of Council.
- 14.8. The CAO, with the Corporate Officer, shall establish items to be included in the agenda.
- 14.9. The CAO will review the order of proceedings with the Presiding Member prior to release of agendas to Council.

15. Delegations and Public Inquiries

Delegations

- 15.1. All delegations requesting permission to appear before Council shall submit a written request, which must include:
 - 15.1.1. the name, physical address, and contact phone number or contact email address of the person(s) that will address Council;
 - 15.1.2. a description of the matter to be presented;
 - 15.1.3. a clear ask of Council, and proposed resolution; and
 - 15.1.4. a copy of all materials that will be discussed.

Staff is authorized to define the format that the materials under d) must be presented in, for example (but not limited to) PowerPoint or PDF format, maximum 10 slides, etc.
- 15.2. Any request to appear before Council shall be received, in writing, prior to the appropriate deadline stated in Section 14.2 in order to be placed as a new matter on the Council Agenda.
- 15.3. All delegations shall be afforded ten (10) minutes to make their presentation and shall be restricted to the topic as included on their written submission, unless a longer period is agreed by a majority of members present.
- 15.4. A person, other than a Council Member or an officer or employee of the District, shall only address Council during a meeting if that person is providing a report or presentation that has been scheduled to the agenda for the meeting, or if Council has unanimously passed a resolution to hear from that person at that time.
 - 15.4.1. This section shall not limit participation during “Public or Media Inquiries” or other Public Inquiry sections that may be implemented from time to time. The

same limitations would apply for other Public Inquiry sections as defined in s.15.12 & 15.13.

- 15.5. The Corporate Officer shall be granted the authority to:
 - 15.5.1. screen delegation requests and, if deemed appropriate, refuse to place a delegation on the Agenda if the issue is not within the mandate or jurisdiction of a Municipal Council.
 - 15.5.2. assign the delegation to a future Agenda if the next Council Meeting Agenda is deemed unsuitable by the Corporate Officer for any reasonable reason.
- 15.6. Where a delegation has addressed Council on a particular issue, if a subsequent request is received from the same delegation to address Council on the same issue, and no new significant information is being provided, the Corporate Officer will be granted the authority to not place the item on the Agenda, but may circulate the request under separate cover as an item of general information.
- 15.7. An appeal may be made to the CAO where the Corporate Officer has rescheduled a Delegation to a later meeting or refused the Delegation entirely. In the event the delegation wishes to appeal the CAO's decision, the information shall not be placed on the Agenda but shall be distributed under separate cover to Council for their consideration.
- 15.8. Council shall not permit a Delegation to address Council during a Council meeting:
 - 15.8.1. regarding a bylaw in respect of which a Public Hearing will be, or has been, held as a pre-requisite to the adoption of the bylaw, or
 - 15.8.2. if the purpose is to address an issue which is before the Courts or on which Council has authorized legal action.
- 15.9. Members shall not engage in debate, except to ask clarifying questions or to correct incorrect information.
- 15.10. There will generally be a limit of three (3) delegations permitted at a given meeting, but the Corporate Officer shall have authority to adjust this number dependent on other items and timing needs for the rest of the agenda.
- 15.11. The "Registered Petitions and Delegations" section of all meetings shall be suspended from the close of the nomination period preceding a general local election or by-election until the meeting of Council following the election.

Public Inquiries:

- 15.12. All Public or Media Inquiries, as outlined in s. 13.1, shall be limited to two (2) minutes, no more than fifteen (15) minutes in total, be restricted specifically to asking questions, and shall not use the opportunity as a public speaking platform or they will be removed from the meeting in accordance with s. 9.4.
- 15.13. The Public Inquiry periods at Council meetings shall be suspended from the close of the nomination period preceding a general local election or by-election until the

meeting of Council following the election. Only media inquiries are permitted during the Public or Media Inquiries period during that time.

16. Notice of Motion

- 16.1. Any Council Member may give a "Notice of Motion" respecting an item which they intend to present by giving a written copy of such motion to the Corporate Officer during a meeting of the Council and upon the Member being acknowledged by the Presiding Member and the Notice of Motion being read at the meeting.
- 16.2. A copy of the motion presented under Section 18.1 shall appear in the Minutes of that meeting as a "Notice of Motion". The Corporate Officer shall place the motion on the Agenda of the next Council meeting, or other future meeting designated by the Member bringing forward the Notice of Motion, for consideration.

PART V- PETITIONS AND COMMUNICATIONS

17. Proper Form

- 17.1. All communications and petitions intended to be presented to Council shall be legibly written, typed or printed, signed by at least one person, and shall be dated and include a contact name, physical address, mailing address, contact phone number or email address, before being accepted.

18. Referrals

- 18.1. Communications addressed to Council which relate to matters that fall within the scope of responsibility of a particular District department may be referred by the Corporate Officer directly to that department.
- 18.2. If a matter is referred under Section 18.1, a consolidated **digital** weekly summary of the communication shall be forwarded to each Member of the Council and to the appropriate Staff members. An acknowledgement may be provided to the writer on receipt of the communication, advising where the matter has been referred.
- 18.3. The Corporate Officer is granted the authority to forward correspondence items to the meeting considered to be most appropriate.
- 18.4. A right of appeal from any referral under Sections 18.1 and 18.3 may be made to the CAO who shall determine the final disposition of the matter. As well, Council may refer any item of correspondence as it deems appropriate to the CAO for follow up.
- 18.5. All petitions or other written communications in which Council requests a report may be referred to the CAO by means of a formal motion.

PART VI - BYLAWS

19. Form of Bylaws

- 19.1. A proposed bylaw may be introduced at a Regular Council meeting only if a copy of it is included in the final agenda package for the Council meeting, or all Council members unanimously agree to waive this requirement.
- 19.2. A bylaw must:
 - 19.2.1. be printed;
 - 19.2.2. have a distinguishing name;
 - 19.2.3. have a distinguishing number;
 - 19.2.4. contain an introductory statement of purpose;
 - 19.2.5. be divided into sections.

20. Bylaws to Consider Separately or Jointly

- 20.1. Council must consider a proposed bylaw at a Council meeting either:
 - 20.1.1. separately when directed by the Presiding Member or requested by another Council Member; or,
 - 20.1.2. jointly with other proposed bylaws in the sequence determined by the Presiding Member.

21. Reading of Bylaws

- 21.1. The Presiding Member of a Council meeting may:
 - 21.1.1. read, or have the Corporate Officer read, a synopsis of each proposed bylaw or group of proposed bylaws, and then
 - 21.1.2. request a motion that the proposed bylaw or group of bylaws be read;
- 21.2. The readings of the bylaw may be given by stating its title and object.
- 21.3. A proposed bylaw may be debated and amended at any time during the first three readings unless prohibited by the Community Charter and, if amended, a motion at third reading shall be "to give the bylaw third reading as amended".
- 21.4. Subject to Part 14, Division 4 of the Local Government Act [OCP adoption procedures], each reading of a proposed bylaw must receive the affirmative vote of a majority of the Council members present.
- 21.5. In accordance with Section 135 of the Community Charter [requirements for passing bylaws], Council may give up to three readings to a proposed bylaw at the same Council meeting.
- 21.6. If Council wishes to amend a bylaw after third reading, with the exception of those specific provisions respecting an Official Community Plan designation bylaw or a Zoning bylaw, they may do so by:

- 21.6.1. making a motion to rescind third reading; and if carried,
 - 21.6.2. making a motion to amend the bylaw; and if carried,
 - 21.6.3. making a motion to pass third reading of the bylaw as amended.
- 21.7. Despite section 135(3) of the Community Charter [requirements for passing bylaws], and in accordance with Part 14 Division 3 of the Local Government Act [public hearings], Council may adopt a proposed official community plan or zoning bylaw at the same meeting at which the plan or bylaw passed third reading providing all outstanding conditions have been addressed.
- 21.8. All bylaws which have not completed the requirements to be adopted after a 2-year period may be deemed stale dated and closed.
- 21.9. The Corporate Officer is hereby authorized to consolidate one or more of the bylaws of the municipality pursuant to Section 139 [consolidation of bylaws] of the Community Charter for official use, and to make minor corrections to bylaws at third reading or once adopted including, but not limited to, typographical errors, sequential numbering errors, and grammatical errors.

22. Bylaws must be signed

- 22.1. After a bylaw is adopted, signed by the Corporate Officer and the Presiding Member of the Council meeting at which it was adopted, the Corporate Officer must have it placed in the District's records for safekeeping with the following affixed to the bylaw:
- 22.1.1. the dates of its readings and adoption,
 - 22.1.2. the date of the Public Hearing, if applicable; and,
 - 22.1.3. the date of required approvals, if applicable.

PART VII - RESOLUTIONS

23. Copies of Resolutions to Council Members

- 23.1. A resolution may be introduced and considered at a meeting as long as it has been included as an item on the Council's printed Agenda or placed as a late item in accordance with Section 14.7 of this bylaw.

PART VIII - MOTIONS

24. Introduction of Motion and Voting at Meetings

- 24.1. Every motion must be moved and seconded before it is deemed to be in the possession of the Council. If a motion is not seconded, then the presiding Member shall move onto the next item on the Agenda without further discussion of that motion.
- 24.2. The following procedures apply to voting at Council meetings:
- 24.2.1. when debate on a matter is closed, the Presiding Member may summarize the motion and must put the matter to a vote.
 - 24.2.2. Council members who are in the room shall take their places when a vote is called for, and shall not leave until the vote has been taken;

- 24.2.3. after the Presiding Member finally puts the question to a vote under Section 24.2.1, a Member must not speak to the question or make a motion concerning it;
- 24.2.4. the Presiding Member's decision about whether a question has been finally put is conclusive;
- 24.2.5. whenever a vote of the Council is taken for any purpose, each Member present and voting shall signify their vote upon the question, openly and individually by raising their hand, and the Presiding Member shall declare the motion carried or defeated as the case may be;
- 24.2.6. A Member present at the meeting at the time of the vote who abstains from voting is deemed to have voted in the affirmative.
- 24.2.7. If the votes of the members present at the meeting at the time of the vote are equal for and against a matter, the motion is defeated and the Presiding Member must declare this result.
- 24.2.8. no vote shall be taken in a Council meeting by ballot or by any other method of secret voting.

25. Recording of Motions in Minutes

- 25.1. The names of those who voted against the motion shall be entered in the minutes.
- 25.2. Notwithstanding Section 25.1, motions that have been withdrawn as per Section 27 of this Bylaw, or did not receive a Secunder and therefore not considered, by Council, shall not be recorded in the Minutes.
- 25.3. The names of the members who moved and seconded a motion presented may be recorded in the Minutes.

26. Considerations of Motions

- 26.1. While Council is considering a question, only the following motions may be made:
 - 26.1.1. to refer the question to committee or staff,
 - 26.1.2. to amend the motion,
 - 26.1.3. to lay on the table (until later in the meeting),
 - 26.1.4. to postpone indefinitely or to a certain time,
 - 26.1.5. to move the previous question, or
 - 26.1.6. to adjourn
- 26.2. A motion to move (or "call") the previous question (26.1.5) must be dealt with before any other amendments are made to the motion on the main question, and if the motion on the previous question is decided in the negative Council may again debate the main question or proceed to other business.
 - 26.2.1. A motion to move the previous question (26.1.5) requires a seconder and needs a two- thirds majority to cut off debate.

- 26.3. Motions made under section 26.1.3 to 26.1.5 are not amendable nor debatable.
- 26.4. Council must vote separately on each distinct part of a question that is under consideration at a Council meeting if requested by a Member.
- 26.5. A Council Member may without notice move to amend a motion that is being considered at a Council meeting.
- 26.6. A proposed amendment to the main motion must be relevant to the main motion and not have the effect of negating or rejecting the main motion.
- 26.7. A proposed amendment must be reproduced in writing by the mover if requested by the Presiding Member.
- 26.8. A proposed amendment must be decided or withdrawn before the motion being considered on the main question is put to a vote.
- 26.9. An amendment may be amended only once.
- 26.10. A motion to amend that has been defeated by a vote of Council cannot be proposed again.

27. Withdrawal of Motions

- 27.1. After a motion has been made and seconded, it shall be deemed to be in the possession of the Council, but the motion may be withdrawn by the mover of the motion at any time before a decision or amendment is made, provided that the mover has the consent of the seconder.

28. Appeal Ruling of Presiding Member

- 28.1. Whenever the Presiding Member is of the opinion that a motion is contrary to the rules and privileges of the Council, the Presiding Member shall apprise the members thereof without proposing the question and shall cite the rule or authority applicable to the case without argument or comment. The ruling of the Presiding Member may be appealed by the other members of Council then present as per Section 28.2 of this bylaw.
- 28.2. On an appeal by a Council Member from the decision of the Presiding Member, the question shall be immediately put by them, and decided without debate "Shall the Presiding Member be sustained?" and the Presiding Member shall be governed by the vote of the majority of the Council members then present, excluding themselves. In the event of the votes being equal, the question shall pass in the affirmative.
- 28.3. If the Presiding Member refuses to put the question "Shall the Presiding Member be sustained?", the Council shall immediately appoint a Presiding Member pro tem. They shall proceed in accordance with Section 28.2 of this bylaw. A resolution or motion carried under this Section is binding.

29. Reconsideration

29.1. The Mayor may require Council to reconsider and vote again on a matter that was the subject of a vote, in accordance with Section 131 of the Community Charter.

29.1.1. The Mayor may initiate reconsideration at the same meeting as the vote took place, or within 30 days following that meeting.

29.2. A vote on a matter which was adopted or defeated may be reconsidered by Council provided that the matter has not had the assent of the electors, has not been reconsidered under this Section or Section 131 of the Community Charter, and has not been acted upon by an officer, servant or agent of the Municipality.

Such a reconsideration motion:

29.2.1. must be brought forward and seconded by Members who voted on the prevailing side of the motion or were not present at the meeting;

29.2.2. must be brought forward within thirty (30) days of Council following the original vote;

29.2.3. must receive a majority vote of Council for the matter to be open for discussion again;

29.2.4. if defeated, and the outcome being that the resolution is preserved unchanged, the same resolution may not be brought back before Council for six (6) months from the date of the latest vote, except with consent of two-thirds of all the members of Council.

29.3. A vote to reconsider a matter, whether affirmative or negative, must not be reconsidered.

PART IX – RULES OF DEBATE

30. Decorum in Debate

30.1. Every Council Member who wishes to speak to any question or motion shall raise their hand, wait to be recognized by the Presiding Member and shall address themselves to the Presiding Member.

30.2. Members of Council shall address the Presiding Member as "Mr. Mayor, "Madam Mayor", or "Your Worship" or "Mr. or Madam Acting Mayor", or "Mr. or Madam Chair" as the case may be, and shall refer to each other as "the Mayor" or "Councillor ", as the case may be.

30.3. Members of staff shall be addressed as Mr., Mrs., or Ms. or else shall be referred to by their official title.

30.4. Any questions addressed to staff shall be put through the Presiding Member to the CAO who shall refer the matter to the appropriate staff representative if necessary.

- 30.5. When two or more Council Members desire to speak at the same time, the Presiding Member shall name the Member who shall have the floor.
- 30.6. Members of Council shall seek permission of the Presiding Member to speak more than once in connection with a single question, except to explain a material part of a previous speech, to reply to debate on a substantive motion which the Member has made, or to introduce new information.
- 30.7. No Council Member shall speak longer than a total of ten (10) minutes to a question without the permission of the Presiding Member to any matter other than the question in debate or reflect upon any vote of the Council except for the purpose of moving that such vote be rescinded.
- 30.8. While in a Council meeting, a Member must comply with the Code of Conduct Bylaw as amended or replaced from time to time, must speak only in connection with the matter being debated, and may speak about a vote of Council only for the purpose of making a motion that the vote be rescinded.
- 30.9. Despite section 9 of this bylaw, the Mayor or Presiding Member at a Council meeting may expel and exclude from any Council meeting a person, including another Council Member, which the Mayor or Presiding Member considers is engaging in inappropriate conduct.
- 30.10. When the Presiding Member is of the opinion that there has been sufficient debate, the Presiding Member may put the question.

31. Presiding Member – Questions of Order

- 31.1. When a Council Member is speaking, no other Member may interrupt the speaker except to raise a point of order.
- 31.2. The Presiding Member may call any Council Member to order while that Member is speaking.
- 31.3. When such action is taken, the Presiding Member shall immediately suspend the debate, and the Council Member in question shall refrain from speaking until the point of order is determined by the Presiding Member, whose ruling is subject to an appeal by the Council Members.
- 31.4. Should any Council Member resist or disobey the decision of the Presiding Member, the Members may order the Member in question to leave their seat for that meeting, and in the event of their refusing to do so, the Presiding Member may order that the Member be removed from the meeting.
- 31.5. In the event of satisfactory apology being made by the offending Member, the Council may, by vote of the majority, permit the Member to resume their seat forthwith.
- 31.6. No Council Member shall resist the rules of the Council nor disobey the decision of the Presiding Member on points of order or practice, or upon the interpretation of the rules of the Council.

- 31.7. Any Council Member may require the question being debated to be read for their information at any period of the debate, but shall not do so in order to interrupt a Member speaking.
- 31.8. When the question under consideration contains more than one recommendation, any Member may request, by motion, that the vote upon each recommendation shall be taken separately and the Council Members shall decide by majority vote of the Members present how such vote shall be taken.

PART X – MINUTES

32. Adoption and Distribution

- 32.1. Minutes of the proceedings of Council, Committees, and Commissions must be legibly recorded, certified as correct by the Corporate Officer and signed by the Mayor or other Member presiding at the meeting. Minutes of Advisory Bodies may be signed off by the Presiding Member of that Advisory Body.
- 32.2. Prior to adoption, the Corporate Officer shall distribute a copy of all Minutes of Council meetings to each Member of Council.
- 32.3. Whenever possible, Minutes of a given meeting shall be adopted at the next Council meeting or Committee/Commission meeting, as appropriate.
- 32.4. In accordance with Section 97 of the Community Charter, Minutes of the proceedings of Council/Committees and Commissions must be available for public inspection at the District of Barriere offices during its regular office hours.
- 32.5. Section 32.4 of this bylaw does not apply to Minutes of a Council meeting or that part of a Council meeting from which persons were excluded under Section 90 of the Community Charter.
- 32.6. The names of all members of Council present and absent shall be recorded in the meeting minutes.
- 32.7. If a Member has declared a conflict of interest pursuant to the Community Charter, the reason the Member is not participating in the discussion of the matter, and the time at which they left the room and returned, will be recorded in the minutes.
- 32.8. The Corporate Officer is authorized to make minor amendments to approved minutes including, but not limited to, typographical errors, sequential numbering errors, and grammatical errors.
- 32.9. An error or omission in the minutes may be identified by a Member of Council orally and rectified by resolution. Depending on the scale of amendment the adoption of the minutes may be postponed to the next meeting.

PART XI – CONDUCT OF COMMITTEE BUSINESS

33. Committee of the Whole

- 33.1. The Committee of the Whole shall meet on an as needed basis.
- 33.2. The Acting Mayor shall act as Presiding Member of the Committee of the Whole, unless otherwise determined by the Mayor.
- 33.3. As per the Community Charter Section 154 (1) (a), Council is delegating administrative powers to the Committee of the Whole.

34. Schedule of Meetings

- 34.1. At its first meeting after its establishment a Commission, Committee, or Advisory Body must establish a regular schedule of meetings.
- 34.2. The Presiding Member of a Commission, Committee, or Advisory Body may call a meeting in addition to the scheduled meetings or may cancel a meeting.

35. Notice of Meetings

- 35.1. After the Commission, Committee, or Advisory Body has established the regular schedule of meetings, including the times, dates and places of the meetings, notice of the schedule must be given by:
 - 35.1.1. posting a copy of the schedule at the applicable Public Notice Posting Place.
 - 35.1.2. providing a copy of the schedule to each member of the Commission, Committee, or Advisory Body.
- 35.2. Where revisions are necessary to the annual schedule of Commission, Committee or Advisory Body meetings, as soon as possible a notice must be posted at the applicable Public Notice Posting Place and District website which indicates any revisions to the date, time and place or cancellation of a meeting.

36. Minutes of Meetings

- 36.1. Minutes of Committee of the Whole, Commissions, Standing, or Select Committees must be maintained and available to public and:
 - 36.1.1. legibly recorded,
 - 36.1.2. certified as correct by the Corporate Officer,
 - 36.1.3. signed by the Mayor or Member presiding at the meeting, and
 - 36.1.4. open for public inspection in accordance with Section 97(1)(c) of the Community Charter.
 - 36.1.5. Subsection 36.1.4 does not apply to minutes of a Commission, Standing, or Select Committee meeting from which persons were excluded under Section 90 of the Community Charter.

37. Quorum

- 37.1. The Quorum for a Committee of the Whole, Standing, Select, or Advisory Committee or Commission is a majority of all of its members.
- 37.2. If a Committee/Commission member misses more than 3 meetings in a row, Council may rescind their appointment at any time and appoint another person in place of the person whose appointment was rescinded.

38. Conduct and Debate

- 38.1. The rules of the Council procedure must be observed during Standing or Select Committees, Commission, or Advisory Body meetings, so far as is possible and unless as otherwise provided in this Bylaw.
- 38.2. Council members may attend any meetings of a Standing or Select Committee, Commission, or Advisory Body and may participate in discussions; however, only members who have been appointed, or an alternate member attending in the absence of an appointed committee member, may introduce or vote on the proceedings.
- 38.3. The Mayor shall be an ex-officio voting member of all Committees and Commissions and, when in attendance, shall possess all the rights, privileges, powers and duties of other members. The Mayor shall not be considered, if absent, when determining a Quorum.

39. Delegations

- 39.1. When a person or a group of persons wish to appear as a delegation before a Standing or Select Committee, Commission, or Advisory Body on a matter within the jurisdiction of the Committee, they shall be subject to the requirements set out in this bylaw.

40. Recommendations

- 40.1. Standing or Select Committee, Commission, or Advisory Body recommendations shall be subject to the approval of the Council, except where the Standing, Select, Committee of the Whole, or Advisory Committee has been delegated administrative power by the Council.

PART XII - GENERAL

- 41. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.
- 42. Any one or more of the rules and orders contained in this bylaw may be temporarily suspended by an affirmative vote of the majority of all Council members.
- 43. District of Barriere Council Procedure Bylaw No.100” and its amendments are hereby repealed.
- 44. This bylaw may not be amended, repealed or substituted unless Council first gives notice in accordance with Section 94 of the Community Charter.

Read a first, second, and third time by the Municipal Council this ____ day of _____, 202__.

Notice of intention to proceed with this bylaw was published on the ____ day of _____, **202__** and the ____ day of _____, **202__** in the Star Journal newspaper, circulating in the District of Barriere, pursuant to Section 94 of the Community Charter.

Adopted this ____ day of _____, 202__.

Mayor

Corporate Officer

SCHEDULE “A” – OATH OF OFFICE

OATH OF OFFICE
CANADA
PROVINCE OF BRITISH COLUMBIA
DISTRICT OF BARRIERE

I, (name of elected official), do (swear, solemnly affirm) that:

I am qualified to hold the office of (Mayor, Councillor) for the District of Barriere to which I have been elected.

I have not, by myself or by any other person, knowingly contravened the Local Government Act respecting vote buying or intimidation in relation to my election to this office.

As required by the Community Charter, I will disclose any direct or indirect pecuniary interest I have in a matter and will not participate in the discussion of that matter nor vote in respect of the matter.

I will faithfully, and with integrity, perform the duties of my office and will not allow any private interest to influence my conduct in public matters.

I will abide by the statutes, bylaws and policies that govern the District and promote openness, accountability, collaboration, and responsible leadership.

I will provide stewardship of the public assets through the development and evaluation of the District’s policies and programs; and

I will make well-informed and transparent decisions, prioritizing the best interests and well-being of the entire community while guiding the growth of a vibrant and sustainable District.

I affirm, ascribe to, and agree to follow the District of Barriere Code of Conduct Bylaw No. 250 adopted by the District Council of the District of Barriere, as amended or replaced from time to time.

(Sworn, Affirmed) before me)
in the District of Barriere)
in the Province of British Columbia)
this ____ day of _____, _____.)

Corporate Officer (or as defined in the
Community Charter S. 120)

Elected Official

District of Barriere
REPORT TO COUNCIL

Date: December 16, 2024	
To: Council	From: Department Heads
Re: Departmental Updates	

CORPORATE OFFICER:

- **Reminder:** The District Official Community Plan (OCP) refresh process is underway. The District’s consultant continues to collect Community Survey results and the deadline for residents to complete this survey is December 18th. The survey is available online on the District’s website and hard copies can be found at the District Office as well as various areas throughout the community. All completed, manual surveys are to be dropped off at the District Office front desk or in the District’s drop box. They can also be scanned and emailed to: ocp.refresh@barriere.ca
- Continued to work on various bylaw updates and assisting with the audit process.

Recreation

- The 2nd Annual Winterfest event was a great success on Sunday, December 8, 2024



PUBLIC WORKS MANAGER:

Roads

- In-house repairs and maintenance are on-going.

Parks

- Holiday decorating in the park and Barriere Town Road Bridge and Welcome Archway has been completed.

Utilities

- The proposed WWTP process design and equipment vendor RFP is scheduled to open in January with an anticipated closing date in February. Consultant will review submissions, recommend a proponent and issue a construction tender in early spring for a potential construction start-up in June.
- 4740 Yellowhead Hwy watermain has been installed and will be connected to our water system in the coming days.
- Existing dwellings and new builds are connecting to our sewer systems adding more revenue.
- Job posting for a Level II wastewater treatment operator has been advertised.
- New Garbage Truck is now in service.

Facilities

- Recent vandalism in Fadear Park and attempted break-in to Public Works cabin.
- Initiated property condition assessments for all DOB owned facilities as part of on-going asset management program.

FIRE DEPARTMENT:

Calls:

- 1x Structure Fire

Events:

- WinterFest and Christmas Tree Light Up – December 8, 2024

Training:

- 8 Firefighters registered to start their NFPA 1001 in January
- 6 Firefighters registered for Local FireSmart Representative training in February
 - This invitation has been extended to Public Works and Park Staff

FireSmart:

- Event planning for 2025

Weather Forecast:

- On a La Nina Watch
- Expectation is to have a 'weaker' La Nina last into March
- La Nina is generally linked to cooler and wetter winter patterns

CHIEF ADMINISTRATIVE OFFICER:

Finance:

- A Special Council meeting is being planned for December 19, 2024, at 5pm to present the 2023 audit which should be complete then. The SOFI (Statement of Financial Information) and Annual report should also be presented as part of the same meeting.
- 2025 Budget work continues with all departments.
- Working with various departments to streamline reimbursement from the Province for the Waste Water Treatment Plant project grand funding stream under the Investing in Canadian Infrastructure Program (ICIP). At present, roughly \$230K of District funds have been expensed on the project, and our first claim to the Province will be for roughly \$190K to be reimbursed. It's essential for us to streamline this process while the dollar amounts are small so that the larger costs that we will incur over the next 2 years will be reimbursed as quickly as possible without any delays.
- Due to the large expenses expected in 2025 and 2026 from the ICIP and other potential projects, Staff is reviewing short term borrowing options that are permissible under the Community Charter. This type of borrowing will allow us to pay contractors on the projects

while we are waiting on the reimbursements from the Province or other grant funders. Additional information and potential revenue anticipation bylaws would be brought to Council before March 2025.

Administration:

- Focused primarily on reviewing the Council Code of Conduct, Council Remuneration Bylaw, and Council Procedure Bylaw; and all related policies. The Procedure Bylaw is presented for introductory discussion and up to three readings at this meeting. The Council Code of Conduct and Remuneration Bylaws are presented for final reading at this meeting. Other bylaws and policy updates will be introduced in the new year.
- Council held the Strategic Planning Session on November 22/23. Next step is to finalize the plan and to present it at a future meeting for adoption.
- The Seniors Society invite me to their luncheon and meeting on December 5 to allow for some introductions as the District CAO. The luncheon was well attended with roughly 30 persons in attendance and lots of discussions were had from the services the society provides to asset management that the District is looking into.
- Attended the Secondary School luncheon on December 11.
- The Chamber received conditional approval from ETSI-BC for \$25,000 towards the Wayfinding Plan. District and Chamber Staff will now be working on trying to source other funds from local organizations towards this project.

Information Technology:

- District Staff is working on replacing the Internet connection for the Solar Aquatics and Fire Hall sites with a single connection. The hardware investment for this is roughly \$2,500. This installation should effectively reduce the monthly costs by roughly \$250 to \$300. So, within 1 year there will be operational savings.
- Phone System Request for Quotations were sent to 3 providers. Once the proposals are returned staff will evaluate them and determine the best option moving forward.
- Working with Consultants and in-house team to explore Water/Sewer SCADA controls options to streamline our operations and provide up to date easily accessible information.

**submitted for information*

District of Barriere

REQUEST FOR DECISION

Date: December 16, 2024	File: 530.20/Rpts
To: Council	From: Tasha Buchanan, Corporate Officer
Re: Recycle BC Master Services Agreement Renewal	

Background:

The District of Barriere originally signed on to with Recycle BC to provide Recycling collection services on their behalf in December 2018. The original term ended in February 2024 with the option of Recycle BC to extend the contract up to one year. That extension was utilized and now the Services Agreement is up for renewal. The new term will be from January 1, 2025 to December 31, 2029 with the same clause allowing Recycle BC to extend for up to two further periods of one year each by providing at least one hundred eighty (180) days written notice before expiration of the initial term.

Council was informally provided printed copies of the draft Master Service Agreement for review in November.

Discussion:

The District of Barriere's Recycling Collection program under Recycle BC has been largely very successful since being put into active service in the spring of 2020.

The current curbside collection fees paid by Recycle BC to the District are summarized as follows:

- \$ 40.65 per curbside household per year (x 771 households in 2023) = approx. \$31,341.15
- \$1,997.50 approx. per year in Education & Admin top-up allowances.

The curbside collection fees provided in the 2025-2029 term are summarized as follows:

- \$ 71.10 per curbside household per year (x 788 households) = \$56,026.80
- \$ 31.20 per curbside multi-family household (x 19 units) = \$592.80
- \$4,010.00 approx. per year in Education & Admin top-up allowances.

Other than the fee changes, a summary of changes made to the new agreements is as follows:

- Added definitions and interpretations into the MSA for greater clarity
- Removal of redundant language, e.g. "Post-Collection Responsibilities"
- Material categories now use common language (Paper and Cardboard, Mixed Containers, Flexible Plastics, Glass Bottles and Jars, Foam Packaging)
- Removal of material definitions table, now linked to material list on Recycle BC website
- Added "epidemic" and "prolonged power failure" to Force Majeure
- General cleanup
 - improved definitions
 - increased clarity of responsibilities, actions, and language
 - removal of redundant or outdated language
 - simplification of requirements around customer service and reporting
- Not-Accepted Material rate change from 3% to 5%
- Bonus based on Not-Accepted Material rate vs. capture rate
- Added Flexible Plastics as a segregated material
- Added an annual adjustment to fee rates based on Consumer Price Index or cost study
- Changed "will..." to "may incur Service Level Failure Credits..."

Recommendation: That Council direct the Acting Mayor and Corporate Officer to sign the Recycle BC Master Service and Statement of Work Agreements for the term of January 1, 2025 to December 31, 2029.

Prepared by: *Tasha Buchanan, Corporate Officer*
Reviewed by: *Daniel Drexler, CAO*

MASTER SERVICES AGREEMENT

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This Master Services Agreement (this “**Agreement**”) is entered into as of January 1, 2025 (“**Effective Date**”)

BETWEEN:

DISTRICT OF BARRIERE, having a place of business at 4936 Barriere Town Rd, Barriere, BC V0E 1E0 (“**Contractor**”),

AND:

MMBC RECYCLING INC., a not-for-profit company incorporated under the *Canada Not-for-profit Corporations Act*, carrying on business as Recycle BC (“**Recycle BC**”).

RECITALS:

- A. WHEREAS Recycle BC represents companies and organizations (“**Producers**”) that supply products in packaging and printed paper to residents of British Columbia obligated under the *Recycling Regulation* (the “**Regulation**”) under the *Environmental Management Act* (British Columbia);
- B. WHEREAS Recycle BC developed the Packaging and Printed Paper Stewardship Plan;
- C. WHEREAS the Packaging and Printed Paper Stewardship Plan was approved by the Director, Waste Management, Environmental Standards Branch, Ministry of Environment on April 15, 2013;
- D. WHEREAS Recycle BC is meeting Producers’ obligations under the Regulation by implementing the Packaging and Printed Paper Stewardship Plan, including through this Agreement; and
- E. WHEREAS Recycle BC wishes to receive, and Contractor wishes to provide, the services set out in this Agreement, and the parties wish to foster dialogue and a good business relationship in carrying out such services.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recycle BC and Contractor agree as follows:

SECTION 1. INTERPRETATION

1.1. Definitions. In this Agreement, the following terms will have the following meanings:

“**Affiliate**” means any entity controlled by, controlling, or under common control with a party.

“**Agreement**” has the meaning set out on the first page of this document.

“**Applicable Law**” means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time during the Term which applies to or is otherwise intended to govern or regulate any person (including any party), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority.

“**Business Continuity Plan**” has the meaning set out in Section 4.5.

“Business Day” means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.

“Change” has the meaning set out in Section 2.2.1.

“Change Proposal” has the meaning set out in Section 2.2.3.

“Change Response” has the meaning set out in Section 2.2.2.

“Change Request” has the meaning set out in Section 2.2.1.

“Confidential Information” means information of or relating to a party (the **“Disclosing Party”**) that has or will come into the possession or knowledge of the other party (the **“Receiving Party”**) whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party, that: (a) where Recycle BC is the Disclosing Party, is any information of Recycle BC or relating to its business or affairs including technical, financial and business information, ideas, concepts or know-how, Services performance and Services delivery reporting information, and the terms of this Agreement; and (B) where Contractor is the Disclosing Party, is limited to financial information of Contractor. However, Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to Privacy Laws.

“Contractor” has the meaning set out on the first page of this Agreement.

“Designated Post-Collection Facility” means the facility at which Contractor delivers Contractor-collected Inbound Material to the Designated Post-Collection Service Provider.

“Designated Post-Collection Service Provider” means the entity, designated by Recycle BC, to receive Contractor-collected Inbound Material.

“Dispute” has the meaning set out in Section 14.1.

“Effective Date” has the meaning set out on the first page of this Agreement.

“Fees” has the meaning set out in Section 5.1.

“Flexible Plastics” means material listed in the “Flexible Plastics” category of the Materials List.

“Foam Packaging” means material listed in the “Foam Packaging” category of the Materials List.

“Force Majeure” has the meaning set out in Section 15.3.

“Glass Bottles and Jars” means material listed in the “Glass Bottles and Jars” category of the Materials List.

“Inbound Material” has the meaning set out in Schedule 4.2.

“Intellectual Property Rights” means inventions, patents, copyrights, trademarks, industrial designs, integrated circuit topography rights, know-how, trade secrets, Confidential Information, and any other intellectual property rights whether registered or unregistered, and including rights in any application for any of the foregoing.

“Key Personnel” has the meaning set out in Section 6.2.

“Labour Disruption” has the meaning set out in Section 4.6.2.

“Materials List” means Recycle BC’s list of accepted materials which is incorporated herein by reference and available here: <https://recyclebc.ca/what-can-i-recycle/>.

“Mixed Containers” means material listed in the “Plastic Containers”, “Cartons and Paper Cups”, “Aluminum Containers” and “Steel Containers” categories of the Materials List.

“Other Service Providers” has the meaning set out in Section 11.2.

“Packaging and Printed Paper” or **“PPP”** means Paper and Cardboard, Mixed Containers, Glass Bottles and Jars, Flexible Plastics and Foam Packaging.

“Paper and Cardboard” means material listed in the “Paper” and “Paper Packaging and Cardboard” categories of the Materials List.

“Privacy Laws” has the meaning set out in Section 9.4.

“Recycle BC” has the meaning set out on the first page of this Agreement.

“Recycle BC Policies and Standards” has the meaning set out in Section 4.2.

“Regulation” has the meaning set out on the first page of this Agreement.

“Representatives” has the meaning set out in Section 9.1.

“Service Level Failure” has the meaning set out in Section 4.4.2.

“Service Level Failure Credit” has the meaning set out in Schedule 4.4.

“Service Levels” has the meaning set out in Section 4.4.1.

“Services” has the meaning set out in Section 2.1.

“Statement of Work” or **“SOW”** means any statement of work attached hereto or as may from time to time be issued hereunder.

“Term” has the meaning set out in Section 3.1.

“Withheld Taxes” has the meaning set out in Section 5.5.

“Work Product” means the deliverables to be created or provided to Recycle BC by Contractor pursuant to any Statement of Work and any data, records, and reports that have been prepared, created, written or recorded in performance of the Services, whether by Contractor, Recycle BC, or Contractor and Recycle BC together.

1.2. Interpretation.

1.2.1. The terms ‘including’ and ‘includes’ are not terms of limitation.

1.2.2. Any capitalized term used in this Agreement that is not defined herein will have the generally accepted industry or technical meaning given to such term.

- 1.2.3. In this Agreement, words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders and the word “person” will include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
- 1.2.4. The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- 1.2.5. Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- 1.2.6. When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.
- 1.2.7. Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- 1.3. Schedules. As of the Effective Date, the following Schedules form part of this Agreement (note that Schedule numbering is not sequential and is based on a related section reference):

Schedule	Description
Schedule 2.1(a)	– Statement of Work for Curbside Collection Services Provided by Local Government
Schedule 2.1(b)	– Statement of Work for Multi-Family Building Collection Services Provided by Local Government
Schedule 2.1(g)	– Statement of Work for Consolidation and Transfer Services
Schedule 4.2	– Recycle BC Policies and Standards
Schedule 4.4	– Service Level Methodology
Schedule 12.1	– Insurance Requirements

- 1.4. Priority. In the event of any inconsistency between any of the provisions of the main terms and conditions of this Agreement, any Schedule that is not a Statement of Work, and any Statement of Work, the inconsistency will be resolved by reference to the following descending order of priority: (i) Section 1 through Section 15 of this Agreement; (ii) the Schedules annexed to this Agreement that are not Statements of Work; and (iii) the applicable Statement of Work, except to the extent a Statement of Work expressly states that it is intended to have priority over the main body of this Agreement or a Schedule referred to in subsection (ii), in which case the Statement of Work will have priority but solely with respect to such Statement of Work.

SECTION 2. SCOPE OF SERVICES

- 2.1. Services. Contractor will perform the services set out in each Statement of Work, including the delivery of any Work Product, and any services that are inherent, necessary, or customarily provided as part of those services (collectively, the “**Services**”), all in accordance with the terms and conditions of this Agreement and the applicable Statement of Work, which shall be appended hereto as part of Schedule 2.1. Each Statement of Work will be effective, incorporated into and form a part of this Agreement when mutually accepted and duly executed by both parties.

2.2. Changes.

- 2.2.1. Recycle BC may, at any time and from time to time, request additions, deletions, amendments or any other changes to the Services set out in any Statement of Work or the manner in which such Services shall be performed (a “**Change**”) by issuing a “**Change Request**”. Contractor acknowledges that Recycle BC may be dependent on Contractor for the provision of the Services and, accordingly, acknowledges and agrees that Contractor shall be required to make a good faith Change Proposal (as defined below).
- 2.2.2. Contractor will provide an initial response to any Change Request (a “**Change Response**”) within twenty (20) Business Days following receipt of such Change Request, such response to indicate whether Contractor is able to implement such Change Request. If is not technically possible for Contractor to implement the Change Request, the parties will, on Recycle BC’s request, meet to discuss, in good faith, whether it would be technically possible for Contractor to implement the Change Request.
- 2.2.3. Unless the parties have agreed that it would not be technically possible for Contractor to implement a Change Request, Contractor will provide a detailed proposal (a “**Change Proposal**”) within thirty (30) Business Days of providing the Change Response. Such Change Proposal must include details with respect to the implementation of the Change Request and details of any costs or other changes required to this Agreement or the applicable Statement of Work to comply with the Change Request.
- 2.2.4. Contractor may, at any time and from time to time, request a Change by delivering a Change Proposal (which proposal may be in the form of a business case) to Recycle BC.
- 2.2.5. If Recycle BC, in its sole discretion, accepts a Change Proposal, an authorized Recycle BC representative will provide Contractor with written approval of Recycle BC’s acceptance in the form of an executed change order. If Recycle BC does not accept a Change Proposal, the parties will, on Recycle BC’s request, negotiate in good faith the terms pursuant to which the parties may agree to implement the proposed Change. For the avoidance of doubt, Contractor will not implement any Change to any Statement of Work without Recycle BC’s prior written approval.
- 2.2.6. Contractor will make requested Changes at no additional charge to Recycle BC unless implementing the Change will require Contractor to incur material additional costs, in which case Contractor will deal transparently with Recycle BC, including that Contractor will make available to Recycle BC all supporting information and documentation reasonably requested by Recycle BC that relates to the pricing of the proposed Change.
- 2.3. Non-Exclusive. Neither this Agreement nor any Statement of Work will grant Contractor exclusivity of supply unless expressly stated otherwise, with reference to this Section, in the applicable Statement of Work (and in no event will the scope of such exclusivity extend beyond the scope of Services under such Statement of Work).

SECTION 3. DURATION

- 3.1. Term of Agreement. This Agreement will commence on the Effective Date and will continue until the expiration or termination of the last Statement of Work under this Agreement (the “**Term**”).
- 3.2. Term of Statement of Work. Each Statement of Work will set out the term of the Statement of Work and any terms and conditions relating to the renewal of the Statement of Work.

SECTION 4. SERVICE STANDARDS

- 4.1. Performance. Contractor warrants that Contractor will perform, or cause to be performed (including through appropriate supervision and inspection), the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and North American industry standards, practices, and methods, in the applicable jurisdiction, in a timely manner and in accordance with the terms and conditions of this Agreement and any Statement of Work, having regard for the concerns, needs, and interests of residents and the environment. Except where otherwise set out in the Agreement, all weighing and measurement to be performed by Contractor will be made in accordance with the Recycle BC Policies and Standards on weights and measurements identified in Schedule 4.2.
- 4.2. Contractor to Comply with Recycle BC Policies and Standards. Contractor will comply at all times with all terms and requirements set out in the policies and standards set out in Schedule 4.2, as such policies and standards may be updated by Recycle BC from time to time, and such other policies and standards that Recycle BC brings to the attention of Contractor from time to time (collectively, "**Recycle BC Policies and Standards**"). Notice of updating of, or new, Recycle BC Policies and Standards may be made by Recycle BC by e-mail to the address set out in Section 15.5 (as such address may be updated pursuant to Section 15.5) and, notwithstanding Section 15.5, such notice will be deemed duly given when so e-mailed, without the need to confirm receipt. If compliance with updated or new Recycle BC Policies and Standards would require a Change and would require Contractor to incur material additional costs, then Contractor may request a Change pursuant to Section 2.2.4 for the implementation of the updated or new Recycle BC Policies and Standards; provided that Contractor must make any such request within thirty (30) days of Recycle BC providing notice of the updated or new Recycle BC Policies and Standards.
- 4.3. Compliance with Law. Contractor will perform its obligations under this Agreement in a manner that complies with all Applicable Laws, including:
- (a) the *Employment Standards Act* (British Columbia);
 - (b) the *Workers' Compensation Act of the Province* (British Columbia) and the *Occupational Health and Safety Regulations* thereunder;
 - (c) the *Environmental Management Act* (British Columbia); and
 - (d) the *Waste Management Act* (British Columbia).
- 4.4. Service Levels.
- 4.4.1. Contractor will continuously monitor each Service in order to identify, measure and report and correct problems and to ensure that Contractor is meeting or exceeding the following service levels (the "**Service Levels**"):
- (a) all service levels set out in this Agreement, including in the applicable Statement of Work; and
 - (b) if no service level is provided for a Service or component thereof, all performance levels and measurements for such Service or component that are industry best practices,
- provided that in the event of a conflict between any service levels, the highest service level standard will apply. Contractor will notify Recycle BC in writing immediately if Contractor knows that Contractor has failed, or believes Contractor will fail, to achieve a Service Level.

- 4.4.2. Contractor recognizes that Contractor's failure to meet a Service Level (each such failure a "**Service Level Failure**") will have a material adverse impact on the business and operations of Recycle BC and that damages resulting from a Service Level Failure may not be capable of precise determination. As such (and without limiting Recycle BC's rights or remedies), Recycle BC will be entitled to any express remedies for Service Level Failures that may be set out in Schedule 4.4 or the applicable Statement of Work. Contractor agrees that it is obligated to meet all Service Levels, even if no express remedy for a failure to meet such Service Level is provided in Schedule 4.4 or in a Statement of Work.
- 4.4.3. In the event of a Service Level Failure in respect of a Service Level expressly set out in a Statement of Work, Contractor will credit to Recycle BC the applicable Service Level Failure Credit set out in such Statement of Work. Contractor agrees that Service Level Failure Credits compensate Recycle BC in part for the reduced value of the Services actually provided by Contractor (and not as a penalty or exclusive liquidated damages). Contractor agrees that the Service Level Failure Credits are only partial compensation for the damage that may be suffered by Recycle BC as a result of Contractor's failure to meet a Service Level and that payment of any Service Level Failure Credit is without prejudice to any entitlement Recycle BC may have to damages or other remedies under this Agreement, at law or in equity. Service Level Failure Credits will be due regard-less of the manner in which the Service Level Failure is identified (including where reported by Contractor or identified by Recycle BC).
- 4.4.4. Upon Recycle BC's request, and in any event at least once per year, Recycle BC will meet with Contractor (which meeting may be in person or by phone as determined by Recycle BC) to review and discuss Contractor's performance level of the Services and Service Levels.
- 4.5. Contingency Planning. Without limiting Contractor's liability for performance of its obligations under this Agreement, Contractor will implement and maintain throughout the Term such contingency measures as may be appropriate, in Recycle BC's sole discretion (acting reasonably), including a comprehensive business continuity plan (the "**Business Continuity Plan**"), to continue the performance of its obligations under this Agreement under various scenarios including equipment failure, fuel shortage, strike, road closures (including due to weather, construction or otherwise), fire, pandemic, quarantine, and natural disasters. Recycle BC will have the right, upon demand from time to time, to review the Business Continuity Plan. Contractor will update its Business Continuity Plan at least once each year and in the event of any material change in operations or circumstance. Contractor will invoke its Business Continuity Plan where necessary due to any incident or event, including an event of Force Majeure, that has the potential to have a material impact on Contractor's ability to provide any material part of the Services for any material period of time, or upon the request of Recycle BC. Without limiting Contractors' obligations under this Agreement, whenever an incident or event that invokes the Business Continuity Plan also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat Recycle BC and the Services no less favourably than: (i) where Contractor is a local government, any other non-essential services it provides, or (ii) where Contractor is not a local government, any of its other customers, in each case in the allocation of such resources or in the implementation of such temporary service changes or workarounds.
- 4.6. Labour Disruption.
- 4.6.1. Contractor will provide Recycle BC with at least thirty (30) days prior written notice of the expirations of any labour agreement and, as soon as reasonably possible after providing such notice, Contractor will provide an assessment of the likelihood of a Labour Disruption (as defined below) in connection with the expiry of such labour agreement.
- 4.6.2. In the event that a labour disruption of any kind causes a reduction in Service Levels (a "**Labour Disruption**"), Contractor will inform Recycle BC within four (4) hours by phone and e-mail of the

nature and scope of the disruption, as well as Contractor's immediate plans to invoke any or all of its Business Continuity Plan.

- 4.6.3. Without limiting Contractor's obligations under this Agreement, where a Labour Disruption also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat Recycle BC no less favourably than any of its other customers, in the allocation of such resources or in the implementation of such temporary service changes or workarounds (for example, if Contractor provides collection Services hereunder and other collection services, and Contractor proposed to provide temporary drop-off sites in respect of its other collection services, then Contractor will also propose to provide such sites in respect of the Services hereunder).
- 4.6.4. Recycle BC will have the right to make a proportionate reduction to any Fees to reflect the value of any Services not received by Recycle BC due to a Labour Disruption.
- 4.6.5. In the event that a Labour Disruption lasts more than three (3) collection cycles (i.e. bi-weekly), and for so long as the Labour Disruption continues, Recycle BC will have the right to suspend payment of Fees (defined below) and terminate this Agreement or any Statements of Work, for cause, immediately upon delivery of written notice of termination by Recycle BC to Contractor.

SECTION 5. PAYMENT

- 5.1. Fees. In consideration of the complete and proper fulfillment of Contractor's obligations in accordance with the terms and conditions of this Agreement, Recycle BC will pay Contractor the amounts set forth in any Statement of Work (the "**Fees**"). Except as expressly set out in a Statement of Work, there will be no other amounts payable by Recycle BC to Contractor in respect of the Services or this Agreement, including any amounts for expenses or costs of travel, personnel, fuel, equipment or facilities relating to the Services or this Agreement.
- 5.2. Set-Off. Recycle BC may set-off and deduct from any amounts payable to Contractor: (a) any amounts owing by Contractor to Recycle BC pursuant to this Agreement or any other agreement between Contractor and Recycle BC that deals with the Services, including any Service Level Failure Credits; and (b) any costs incurred by Recycle BC in collecting any amounts owing by Contractor to Recycle BC pursuant to this Agreement or any other agreement between the parties that deals with the Services. The failure by Recycle BC to set-off or deduct any amount from an invoiced payment will not constitute a waiver of Recycle BC's right to set-off, deduct or collect such amount.
- 5.3. Invoicing.
 - 5.3.1. Unless otherwise set out in a Statement of Work, Contractor will submit claims using the Recycle BC claims reporting portal, or through such other method as Recycle BC may designate. Recycle BC will review submitted claims and will issue a purchase order to Contractor for valid approved claims.
 - 5.3.2. After receipt of a purchase order from Recycle BC, Contractor will invoice Recycle BC for the validated claim, with reference to the issued purchase order; provided that Recycle BC may, in its discretion, choose to issue payment to the Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by Recycle BC, Contractor will invoice Recycle BC using the contact information provided by Recycle BC for such purpose (as may be updated by Recycle BC from time to time).
 - 5.3.3. Where applicable as may be set out in a Statement of Work, Contractor must submit all claims within thirty (30) days of the performance of the applicable Services, and all invoices (where required to be submitted by Recycle BC) within thirty (30) days of the purchase order date. In no

event will Recycle BC be liable for payment of any claim submitted more than ninety (90) days after the performance of the applicable Services, or payment of any invoice submitted more than ninety (90) days after the purchase order date.

- 5.4. Taxes. Except where otherwise noted, the Fees exclude all applicable sales, goods and services, value added, use or other commodity taxes that may be lawfully imposed upon the Services; where Contractor clearly and separately itemizes such taxes on Contractor's invoice to Recycle BC, Recycle BC will pay and Contractor will remit such taxes to the appropriate taxing authority. On request, Contractor will provide reasonable assistance to Recycle BC to challenge the validity of any tax imposed on it due to this Agreement. If it is determined that Recycle BC paid Contractor an amount for tax that was not due, Contractor will refund the amount to Recycle BC. The parties will cooperate with each other to enable each party to determine its tax liabilities accurately and to reduce such liabilities to the extent permitted by Applicable Law.
- 5.5. Withholding Taxes. Recycle BC may deduct or withhold from any payment(s) made to Contractor any amount that Recycle BC is required to deduct or withhold in accordance with Applicable Law, including administrative practice ("**Withheld Taxes**") and will remit such Withheld Taxes to the appropriate taxing authority in a timely manner. All such Withheld Taxes will be treated as having been paid to Contractor by Recycle BC.
- 5.6. Payment. Subject to the terms and conditions of this Agreement and any Statement of Work, Recycle BC will pay Contractor, via electronic funds transfer, the undisputed Fees for the Services within thirty (30) days of the purchase order date. Contractor will provide Recycle BC with complete and accurate billing and contact information, including all information required by Recycle BC to effect electronic funds transfers and a billing email address to which Recycle BC may send submission reports and purchase orders. Contractor will promptly provide Recycle BC with any updates to such billing and contact information.
- 5.7. No Volume Commitment. Notwithstanding anything to the contrary in the Agreement, Contractor acknowledges that Recycle BC makes no representation or warranty as to the nature, timing, quality, quantity or volume of Services required from Contractor under this Agreement or the compensation that may be earned by Contractor, including as to any amounts of materials to be collected or managed through post-collection services by a Contractor.

SECTION 6. PERSONNEL

- 6.1. Suitable Personnel. Upon Recycle BC's request, Contractor will promptly investigate any written complaint from Recycle BC regarding any unsatisfactory performance by any of Contractor's personnel (including employees of a subcontractor or agent) and take immediate corrective action. If the offending conduct is repeated, and Contractor is not restricted by a collective agreement from doing so, Recycle BC may require that such person be removed from all performance of additional work for Recycle BC. Removal of such person will be addressed by Contractor immediately.
- 6.2. Key Personnel. During the term of each Statement of Work, Contractor will not remove any of the persons identified as "**Key Personnel**" in such Statement of Work (or their replacements) except (a) for cause or (b) if such person is replaced at the time of removal by personnel approved in advance by Recycle BC acting reasonably, it being understood that any such replacement shall have applicable ability, experience and expertise equal to or greater than the person being replaced. If any Key Personnel (or their replacement) ceases to serve in the applicable role for any reason whatsoever, Contractor shall (i) notify Recycle BC in writing within five (5) Business Days and (ii) use commercially reasonable efforts to replace such person with personnel approved in advance by Recycle BC acting reasonably, and shall provide Recycle BC with the updated contact information as soon as it is available, it being understood that any such replacement shall have applicable ability, experience and expertise equal to or greater than the person being replaced.

- 6.3. Subcontracting. Contractor will not delegate or subcontract all or any part of Contractor's obligations under this Agreement to anyone without the prior written consent of Recycle BC (not to be unreasonably withheld), including that Recycle BC's prior written consent is required by Contractor to continue to delegate or subcontract to a person following a change in control (including a sale of all or substantially all assets) of such person. The delegation or subcontracting of all or any part of Contractor's obligations under this Agreement will not relieve Contractor from any obligation or liability hereunder. Any breach of this Agreement by any delegate or subcontractor will be deemed to be a breach of this Agreement by Contractor.

SECTION 7. REPORTING AND AUDIT

- 7.1. Record Keeping. During the Term and thereafter until the later of three (3) years (or such longer period as may be required by Applicable Law) or the date all Disputes or other matters relating to this Agreement are resolved, Contractor will keep and maintain complete and accurate data, records, and documents in accordance with generally accepted accounting principles consistently applied to support and document all claims and amounts becoming payable to Contractor by Recycle BC hereunder, and all data, records, and documents relating to the performance of the Services, and compliance with Contractor's obligations under this Agreement.
- 7.2. Reporting. In addition to any other reporting obligations under this Agreement or a Statement of Work, Contractor will provide the following reporting to Recycle BC:
- (a) at least quarterly (or such other period as may be set out in a Statement of Work), Contractor will report, through Recycle BC's claims reporting portal, or through such other method as Recycle BC may designate, the reporting information set out in the applicable Statement of Work for Services performed. Such reporting may include applicable sites, amount, type, or weight of materials and service dates;
 - (b) upon such frequency as Recycle BC may request (but not more frequently than monthly), reports pertaining to the performance of the Services and Contractor's other obligations under this Agreement reasonably sufficient to permit Recycle BC to monitor and manage Contractor's performance; and
 - (c) such additional reports as Recycle BC may reasonably identify from time to time to be generated and delivered by Contractor on an ad-hoc or periodic basis.
- 7.3. Audit.
- 7.3.1. Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, Recycle BC (or its audit representative) will have the right upon reasonable prior written notice to audit and inspect: (a) any site, facility, vehicle, or equipment relating to the performance of the Services; and (b) all data, records, documentation and other information of Contractor relating to this Agreement or the Services, in order to verify Contractor's performance and compliance with its obligations under this Agreement, including that Recycle BC (or its audit representative) may conduct a financial audit to verify the amounts paid or payable by Recycle BC hereunder. If any audit reveals that Recycle BC has been overbilled, Contractor will reimburse the overcharged amount to Recycle BC. If the overbilled amount exceeds five percent of the total amounts charged during the time period audited, Contractor will bear all of Recycle BC's costs in relation to such audit.
- 7.3.2. Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, Contractor will make the data, records, and documents retained pursuant to Section 7.1 available for inspection or audit by Recycle BC (or its audit representative) upon Recycle BC's request.

- 7.3.3. Without limiting any other audit right, during the Term, Recycle BC (or its audit representative) may conduct composition studies, without notice, of any materials collected, transported, processed, or otherwise handled under this Agreement, at any stage of the Services and regardless of the location of such materials.
- 7.3.4. Contractor will co-operate with and provide to Recycle BC (or its audit representative) such reasonable assistance as they require in order to exercise the rights set out in this Section 7.3. Contractor will ensure that it has agreements in place with all subcontractors to enable Recycle BC (or its audit representative) to directly exercise the audit rights under this Section 7.3 in respect of such subcontractor.

SECTION 8. REPRESENTATIONS AND WARRANTIES

- 8.1. Contractor Representations and Warranties. Contractor represents and warrants to and covenants with Recycle BC that:
- (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this Agreement;
 - (b) it has full power, authority, and right to execute and deliver this Agreement, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this Agreement in accordance with its terms;
 - (c) this Agreement has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor;
 - (d) it has and will, at its own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Services;
 - (e) the representations, warranties, covenants, claims, inducements, and agreements made by Contractor in Contractor's written response to any procurement process related to the Services or this Agreement are true and correct as of the Effective Date, including those in any proposal submitted in response to a request for proposals and any statements or claims in any completed and submitted questionnaire in response to any offer of a collection fee; and
 - (f) it has not given and will not give commissions, payments, kickbacks, gifts, lavish or extensive entertainment, or other inducements of more than minimal value to any employee or agent of Recycle BC in connection with this Agreement and, to the best of its knowledge, no officer, director, employee, agent or representative of Contractor has given any such commissions, payments, kickbacks, gifts, entertainment or other inducements to any employee or agent of Recycle BC.

SECTION 9. CONFIDENTIALITY

- 9.1. Confidentiality Covenant. The Receiving Party will: (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party; (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement; (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("**Representatives**") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and (iv) be responsible for any breach of this Agreement by any of its Representatives.

- 9.2. Legal Requirement. Notwithstanding Section 9.1, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.
- 9.3. Return of Confidential Information. Upon expiry or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- 9.4. Privacy Laws. Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to privacy (“**Privacy Laws**”) in the performance of its obligations under this Agreement, except: (a) to the extent necessary to perform the Service; (b) in accordance with all Privacy Laws; and (c) in a manner that enables Recycle BC to comply with all Privacy Laws, including that Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and Recycle BC to exercise their rights and to perform their obligations under this Agreement as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify Recycle BC of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of Recycle BC that is subject to Privacy Laws, and, to the maximum extent permitted by law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify Recycle BC if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with the performance of this Agreement.

SECTION 10. PROPRIETARY RIGHTS

- 10.1. Ownership. Except as otherwise specifically provided in any Statement of Work, or as otherwise agreed to by the parties in writing, the Work Product, together with any Intellectual Property Rights therein, will be owned by Recycle BC; accordingly, Contractor will assign and hereby assigns to Recycle BC all rights, title and interest it may have from time to time in the Work Products effective upon creation. During the Term, Contractor will have a non-exclusive, non-transferable license to use the Work Products for the sole purpose of providing and completing the Services. Contractor will obtain from all individuals involved in the development of the Work Product an express and irrevocable waiver in favour of Recycle BC, its successors and assigns of any and all moral rights arising under the *Copyright Act (Canada)* as amended (or any successor legislation of similar force and effect) or under similar legislation in other jurisdictions or at common law that Contractor or such individuals, as authors, have with respect to the Work Products. Notwithstanding the foregoing, Recycle BC shall not acquire any Intellectual Property Rights with respect to Contractor’s tools, equipment, methodologies, questionnaires, responses, and proprietary research and data, as well as any and all computer software, code or codes and technology, used by Contractor in connection with the provision of the Services under this Agreement that is created or acquired prior to the Effective Date or otherwise created or acquired independent of the Services (“**Contractor Background IP**”). Contractor hereby grants to Recycle BC a perpetual, worldwide, fully-paid, and sub-licensable license to the Contractor Background IP as necessary for Recycle BC to exercise its rights in and to the Work Product and otherwise use the Services and obtain the rights granted to Recycle BC under this Agreement. All Work Product in the possession of Contractor will be promptly delivered to Recycle BC following termination of this Agreement or at such other time as Recycle BC may reasonably request.

SECTION 11. INDEMNITY

- 11.1. Indemnity. Contractor will indemnify and save harmless Recycle BC, its Affiliates, and their respective directors, officers, contractors, employees, volunteers, and agents from and against any and all manner of actions or causes of actions, damages, costs, losses or expenses of whatever kind (including related legal fees on a solicitor and client basis) which may be sustained or incurred

by reason of or directly or indirectly arising out of any act or omission of Contractor or any person for whom the Contractor is, at law or under this Agreement, responsible, in relation to the Services or this Agreement, including those arising out of any (i) breach of this Agreement; (ii) damages to persons or property, personal injury or death; (iii) breach of Applicable Law; (iv) spill, leak, contamination, or other environmental damage; or (v) infringement, violation or misappropriation of any third party's right, including any Intellectual Property Right.

- 11.2. Available Remedies. If Contractor sustains damage in the course of performing the Services that is caused by another contractor of Recycle BC with whom Contractor is obligated under this Agreement to interact with directly (an "**Other Service Provider**"), Recycle BC will, upon Contractor's reasonable and good faith request, use commercially reasonable efforts to exercise, for Contractor's benefit, such contractual remedies of indemnification or receipt of Service Level Failure Credits as Recycle BC may have with the Other Service Provider that apply to the damage sustained by Contractor and the event which caused the damage; provided that Contractor: (i) has first used reasonable efforts to address the damage directly with the Other Service Provider, including exercising direct remedies Contractor may have under Applicable Law, contract or otherwise; and (ii) will have a duty to mitigate its damages.

SECTION 12. INSURANCE AND PERFORMANCE BOND

- 12.1. Insurance. During the Term, and for any additional period following the end of the Term set out in Schedule 12.1, Contractor will have and maintain in force in Canada, and will cause it subcontractors to have and maintain in force in Canada, at a minimum, the insurance coverages set out in Schedule 12.1, and Contractor will (and will cause its subcontractors to) otherwise comply with the provisions of Schedule 12.1. Failure to secure or maintain such insurance coverage, or the failure to comply fully with any of Schedule 12.1 will be deemed to be a material breach of this Agreement. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and will not in any manner limit the liabilities and obligations assumed by Contractor under this Agreement.
- 12.2. Performance Bond. Contractor will comply with any performance bond requirements that may be set out in a Statement of Work.

SECTION 13. TERMINATION

- 13.1. Termination for Convenience. Either party may, at any time and without cause, terminate this Agreement or any Statements of Work for convenience upon giving the other party one hundred eighty (180) days' prior written notice (or such shorter amount of notice as mutually agreed in writing by the parties).
- 13.2. Termination by Recycle BC for Cause. Recycle BC may elect to terminate this Agreement or any Statements of Work by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that:
- (a) Contractor becomes subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without Contractor's consent, if Contractor assigns its property to its creditors or performs any other act of bankruptcy or if the other party becomes insolvent and cannot pay its debts when they are due;
 - (b) Contractor commits a material breach of this Agreement and does not cure such breach within thirty (30) days of receipt of notice thereof from Recycle BC;
 - (c) Contractor fails to provide all or a material portion of the Services for a consecutive period of more than seven (7) days, unless this is a result of a Labour Disruption or Force Majeure as per Section 4.6;

- (d) Contractor's performance creates a hazard to public health or safety or to the environment;
 - (e) Contractor is assessed five separate Service Level Failure Credits during any rolling six (6) month period; or
 - (f) any other termination right described in this Agreement or a Statement of Work is triggered.
- 13.3. Termination by Contractor for Cause. Contractor may elect to terminate this Agreement or any Statement of Work by providing written notice of such termination, effective immediately, to Recycle BC in the event that Recycle BC fails to pay undisputed Fees, as they become due, in the preceding three months and Recycle BC does not cure such non-payment within sixty (60) days of receipt of notice thereof from Contractor.
- 13.4. Change in Applicable Law. Recycle BC may elect to terminate this Agreement or any Statement of Work by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that there is a material change in Applicable Law applicable to Recycle BC or the Services, including if there is a material change to an approved plan under the Regulation or if any new plan (whether submitted by Recycle BC or any other person) is approved thereunder.
- 13.5. Disruption of Service. The parties expressly agree that the failure or inability of Contractor to perform its obligations under this Agreement will constitute a breach hereunder, and that any costs and expenses reasonably incurred by Recycle BC for any replacement services as a result of such a failure or inability will be considered direct damages hereunder.
- 13.6. Termination Obligations and Assistance. Upon termination or expiration of this Agreement, Contractor will cooperate with Recycle BC to ensure the orderly wind down of the Services including, if requested by Recycle BC, continuing to provide such Services as are necessary to ensure an orderly transfer of the Services following termination of this Agreement on terms and conditions acceptable to each of the parties acting reasonably. Upon receipt of a notice of termination by either party under this Section 13 (Termination), Contractor will prepare its statement of account on the basis of the effective date of termination specified in the notice, and immediately return all Work Product to Recycle BC, whether completed or not.
- 13.7. Survival. The following sections will survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Section 9 (Confidentiality), Section 11 (Indemnity), Section 12 (Insurance and Performance Bond), Section 14 (Dispute Resolution) and Section 15 (General Provisions) in their entirety, and Sections 7.1, 7.3, 10.1, 13.6, and 13.7. The expiry or termination of this Agreement will not affect the rights of any party to make a claim for damages arising from a breach of any provision of this Agreement which occurred prior to such expiry or termination.

SECTION 14. DISPUTE RESOLUTION

- 14.1. Disputes. Any dispute that touches upon the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the parties or any matter arising out of, or in connection with this Agreement (a "**Dispute**"), between Recycle BC and Contractor will be addressed as follows:
- (a) The parties will first attempt to resolve the Dispute through representatives from each of Recycle BC and Contractor who work most closely with each other on related matters, within fifteen (15) days after written notice of the Dispute was first given, or as otherwise agreed upon.

- (b) If the Dispute is not resolved in accordance with Section 14.1(a), either party may escalate the Dispute to the senior Recycle BC and Contractor representatives, who will meet and work together in good faith to attempt to resolve the Dispute within a further fifteen (15) days, or as otherwise agreed upon.
- (c) If the Dispute is not resolved in accordance with Section 14.1(b), then either party may escalate the Dispute to non-binding third party mediation. The mediation will take place at a time and place mutually agreed by the parties and will be led by a third-party facilitator jointly selected by the parties (who, unless otherwise mutually agreed by the parties, will be an individual accredited to provide such services). If the Dispute remains unresolved within forty-five (45) days from the point at which a party escalated the Dispute to non-binding third party mediation, either party may escalate the Dispute by delivering a written notice to the other party referring the matter to binding arbitration.
- (d) If the Dispute is not resolved in accordance with Section 14.1(c) unless otherwise mutually agreed by the parties in writing, the Dispute will be conclusively settled by means of private and confidential binding arbitration, to the exclusion of courts of law. The arbitration will take place before a single arbitrator in Vancouver in the English language and will otherwise be undertaken under the auspices and rules of the British Columbia Arbitration & Mediation Institute. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal on any grounds whatsoever, and will be enforceable against Recycle BC and Contractor as the case may be. The parties will mutually agree on an arbitrator, where the parties are unable to mutually agree on an arbitrator, the arbitrator will be determined pursuant to the rules of the British Columbia Arbitration & Mediation Institute.
- (e) Notwithstanding anything to the contrary in this Section 14.1, either party may start litigation proceedings in a court of law at any time for an application for a temporary restraining order or other form of injunctive relief and each party hereby attorns to the non-exclusive jurisdiction of the courts of the province of British Columbia for such purpose.

SECTION 15. GENERAL PROVISIONS

- 15.1. Relationship of the Parties. It is acknowledged by the parties hereto that the Contractor is being retained by Recycle BC in the capacity of independent contractor and not as an employee of Recycle BC. The Contractor and Recycle BC acknowledge and agree that this Agreement does not create a partnership, joint venture, agency, or other special relationship between them. Except as may be specified in writing, neither party will have the power to obligate or bind the other party. Personnel supplied by Contractor will work exclusively for Contractor and will not be considered employees or agents of Recycle BC for any purpose.
- 15.2. Assignment. This Agreement may not be assigned by either party in whole or in part, without the other party's prior written consent, except that Recycle BC may assign this Agreement without Contractor's consent to a person with an approved plan under the Regulation, or who otherwise has obligations similar to those of Recycle BC or one or more Producers under any successor regulation or legislation, or to a person as part of a corporate reorganization of Recycle BC. Any attempt by a party to assign all or any part of this Agreement without prior written consent (where such consent is required) is void. Any assignment occurring by operation of law such as on a bankruptcy or amalgamation will be deemed to be an assignment and will be subject to this Section 15.2.
- 15.3. Force Majeure. Neither party to this Agreement or any Statement of Work will be liable to the other party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to an act of God, natural disaster, earthquake, fire, flood, war, riot, civil disturbance, epidemic, prolonged power failure or court or governmental order beyond such party's reasonable control ("**Force Majeure**"). The parties agree that the deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure. The party to

which the Force Majeure applies will use all commercially reasonable efforts to minimize the effect of the Force Majeure on its performance under this Agreement or any Statement of Work. If Contractor's failure or delay in fulfilling its obligations under this Agreement due to a Force Majeure Event exceeds [30] days, then Recycle BC may immediately terminate this Agreement in whole or in part by giving written notice of termination.

15.4. Governing Law. This Agreement and any Statement of Work will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflicts of law that would apply a different body of law. Subject to Section 14 (Dispute Resolution), the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia for any legal proceedings arising out of this Agreement, any Statement of Work or the performance of the obligations hereunder.

15.5. Notices. All notices, requests, demands or other communications given by one party to the other party, will be in writing, in the English language, and will be deemed duly given (i) when delivered by hand; (ii) by e-mail (with receipt confirmed), (iii), on the designated day of delivery after being given to an express overnight courier with a reliable system for tracking delivery, or (iv) six (6) days after the day of mailing, when mailed by Canada Post, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

To Contractor:

District of Barriere
4936 Barriere Town Rd
Barriere, BC V0E 1E0

E-mail: tbuchanan@barriere.ca

Attention: Tasha Buchanan

To Recycle BC:

MMBC Recycling Inc.
405-221 West Esplanade
North Vancouver, BC V7M 3J3

E-mail: agreements@recyclebc.ca

Attention: Director, Collection Recycle BC

or to such other address as may be designated by notice given by either party to the other.

15.6. Further Assurances. The parties will do, execute or deliver all such further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

15.7. No Publicity. Contractor will not use the name or trademarks of Recycle BC nor make any statement or issue any advertisement, publicity release, press releases to the public or the media with respect to this Agreement or Recycle BC, unless it has obtained Recycle BC's prior written approval, including that Contractor will not disclose or otherwise publicly report on any Service performance metrics (including volumes of material collected or processed).

- 15.8. Timing. Time will be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- 15.9. Severability. If any provision, or portion thereof, of this Agreement or any Statement of Work is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement or any Statement of Work, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.
- 15.10. Waiver. A waiver of any provision of this Agreement or any Statement of Work will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. No omission, delay or failure to exercise any right or power, or any waiver by either party of any breach or default, whether expressed or implied, or any failure to insist on strict compliance with any provision of this Agreement, will be a waiver of any other provision. Any waiver of any provision or breach of this Agreement will not be a continuing waiver unless otherwise stated.
- 15.11. Remedies Cumulative. No single or partial exercise of any right or remedy under this Agreement or any Statement of Work will preclude any other or further exercise of any other right or remedy in this Agreement or any Statement of Work or as provided at law or in equity. Rights and remedies provided in this Agreement or any Statement of Work are cumulative and not exclusive of any right or remedy provided at law or in equity.
- 15.12. Amendment. This Agreement or any Statement of Work may only be amended by written agreement duly executed by authorized representatives of the parties.
- 15.13. Entire Agreement. This Agreement, including all Schedules hereto, and any Statement of Work will constitute the entire agreement between the parties with respect to the subject matter hereof and will replace all prior promises or understandings, oral or written. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement. Any purchase order or other instrument of Contractor accompanying a Statement of Work, an invoice or otherwise is for Contractor's internal use only and its terms will not alter or amend the terms of this Agreement.
- 15.14. Counterparts. This Agreement and any Statement of Work may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement or any Statement of Work by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement or the Statement of Work by such party.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date.

MMBC RECYCLING INC.

Per: _____
(I have authority to bind Recycle BC)

Name: _____
(Please Print)

Title: _____

DISTRICT OF BARRIERE

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Agreement to Recycle BC, Contractor and the first signatory represent that no additional signatories are required).

SCHEDULE 4.2 RECYCLE BC POLICIES AND STANDARDS

As of the Effective Date, the following are Recycle BC Policies and Standards:

1. Recycle BC's Weight and Measurement Standards, a copy of which is set out below:

Recycle BC requires that materials collected by Contractor in connection with the Services ("**Inbound Material**") be weighed, and that accurate weights be reported to Recycle BC.

Weight is defined by Recycle BC as the following:

"Gross Weight" means the weight of the truck or container plus its contents, measured in kilograms unless otherwise noted.

"Tare Weight" means the weight of the empty truck, container or equipment without its contents, measured in kilograms unless otherwise noted.

"Net Weight" means the weight of the contents of the container or truck, calculated as Gross Weight minus Tare Weight, measured in kilograms unless otherwise noted.

The following equation must always be true.

$$\text{Net Weight} = \text{Gross Weight} - \text{Tare Weight}$$

Measurement Canada has produced a comprehensive guide on taking and recording weights, available at <http://www.ic.gc.ca/eic/site/mc-mc.nsf/eng/lm00205.html>.

Contractor Responsibilities

All loads must be documented in a manner specified by Recycle BC, as amended by Recycle BC from time to time, including a certified scale ticket. The certified scale ticket may be provided by the Designated Post-Collection Service Provider to the Contractor if the weighing is performed by the Post-Collection Service Provider. If the Contractor is performing the actual weighing, the Post-Collection Service Provider responsibilities noted below must be followed by the Contractor.

Contractors are to maintain the following Net Weight records and provide upon request to Recycle BC:

- Curbside Collection: Tonnage of Inbound Material by collection date and individual truck number
- Multi-Family Building Collection: Tonnage of Inbound Material by collection date and individual truck number
- Depot Collection: Tonnage of Inbound Material by each container type, material category, and by the date on which the Designated Post-Collection Service Provider removed the PPP from the depot

SCHEDULE 4.4
SERVICE LEVEL METHODOLOGY

1. Contractor will measure and record all data reasonably required by Recycle BC to determine Contractor's performance of the Services against the applicable Service Levels. Contractor will retain such records in accordance with Section 7.1 of the Agreement. Upon request, and upon such frequency as Recycle BC may indicate (which may not be more frequently than monthly), Contractor will deliver to Recycle BC a report, in a form and format approved by Recycle BC, setting out details of Contractor's actual performance of the Services as measured against each Service Level during the applicable reporting period.

**SCHEDULE 12.1
INSURANCE REQUIREMENTS**

1. **Insurance Coverage.** The insurance coverage required pursuant to Section 12.1 of the main body of the Agreement is as follows:
 - (a) Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence with a deductible not exceeding \$100,000 per occurrence, or, where Contractor is a local government, Contractor may self-insure for equivalent or better coverage (in which case Contractor will respond to all claims, actions, demands, expenses and losses by whomsoever made in the same manner as if commercial comprehensive general liability insurance was purchased for same and as if Recycle BC were included in such policy as an additional insured);
 - (b) Contractor will seek advice and obtain any necessary environmental impairment liability insurance or other such policy as may be recommended by their insurance broker or legal counsel to adequately protect against risks of environmental liability, with typical environmental impairment liability insurance for the Services having a limit of not less than \$1,000,000 (one million dollars) per occurrence with a deductible not greater than \$100,000 (for clarity, neither the amount nor type of environmental impairment liability insurance obtained by Contractor will in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement);
 - (c) Workers' Compensation Insurance or Workplace Safety & Insurance coverage with the applicable Provincial (including in all cases British Columbia) or Territorial Workplace Safety & Insurance Board or Employer's Liability Insurance or both with limits as required by Applicable Law covering all Contractor personnel; and
 - (d) Such other insurance coverage as may be set out in a Statement of Work.
2. **Requirements for Insurer.** All insurers must be reputable and financially creditworthy insurers with an A.M. Best financial strength rating of "A-" or higher (or equivalent rating by a similar agency, in Recycle BC's sole discretion).
3. **Recycle BC as Additional Insured.** Contractor will add Recycle BC as an additional insured on its Commercial General Liability policy with the following language: "MMBC Recycling Inc. and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability."
4. **Evidence of Insurance.** Contractor will cause its insurers to issue to Recycle BC certificates of insurance on the Effective Date, and once each calendar year thereafter, evidencing that the coverages and policy endorsements required under this Agreement are maintained in force. Where Contractor is a local government and opts to self-insure pursuant to Section 1(a), Contractor will provide a written attestation stating and evidencing such self-insurance (including evidence of authority and financial ability to self-insure), in a form acceptable to Recycle BC, on the Effective Date and once each calendar year thereafter.
5. **Changes to Insurance Coverage.** Contractor will not reduce any insurance coverage below the requirements set out in this Schedule without Recycle BC's prior written consent. Contractor will provide not less than 30 days' notice to Recycle BC prior to any material change to its insurance coverage or to its insurer.
6. Intentionally omitted.

7. **Additional Period of Coverage.** Contractor will continue to have and maintain in force the insurance coverages set out in this Schedule, and Contractor will continue to comply with Section 12.1 of the main body of the Agreement and Schedule 12.1, beyond the end of the Term for an additional 2 years thereafter.

SCHEDULE 2.1(a)
STATEMENT OF WORK FOR CURBSIDE COLLECTION SERVICES PROVIDED BY LOCAL GOVERNMENT

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between District of Barriere (“**Contractor**”) and MMBC Recycling Inc. carrying on business as Recycle BC (“**Recycle BC**”) made as of January 1, 2025 (the “**Agreement**”). The effective date of this Statement of Work (the “**SOW Effective Date**”) is January 1, 2025.

SECTION 1. Interpretation

1.1 Definitions. In this Statement of Work (including the attachments hereto), the following terms will have the following meanings. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

“**Agreement**” has the meaning set out on the first page of this Statement of Work.

“**Claim Information**” has the meaning set out in Section 3.3.2.

“**Collection Container**” means any reusable bin, box, tote, bag, open container or cart acceptable to Recycle BC used for household storage and curbside set-out of In-Scope PPP in the performance of this Statement of Work but, for the avoidance of doubt, may not include single-use bags.

“**Contractor**” has the meaning set out on the first page of this Statement of Work.

“**Curb**” or “**Curbside**” means a location within one metre of a Public Road or Private Road.

“**Curbside Collection**” has the meaning set out in Section 2.1.

“**Curbside Household**” means a self-contained dwelling unit providing accommodation to one or more people, including (i) single-family dwellings, (ii) buildings with up to four suites (iii) rowhouses and townhouses and, iii) secondary suites or carriage houses in each case where the resident of each unit is expected to individually deliver In-Scope PPP to the Curb for collection.

“**Curbside Household Baseline**” has the meaning set out in Attachment 5.

“**Customer**” means residents of Curbside Households within the Service Area.

“**Determined ICI Amount**” has the meaning set out in Section 2.1.1.

“**Hazardous Waste**” means any waste that may pose a risk to health, safety or the environment if not properly managed, including materials that are corrosive, reactive, toxic, leachable or ignitable (e.g. used oil, paint, pesticides, batteries, chemicals).

“**In-Scope PPP**” means the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by Recycle BC in writing from time to time.

“**Industrial, Commercial and Institutional**” or “**ICI**” means any operation or facility other than a residential premises as defined in the Regulation, including industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such as schools, churches, community

buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

“Missed Collection” means any failure of Contractor to collect In-Scope PPP that has been set out by a Customer on the Customer’s scheduled collection day by the appointed set out time.

“Multi-Family Building Collection” has the meaning set out in Section 2.1.7.

“Multi-Stream” means In-Scope PPP collected as segregated material categories. These categories may include Paper and Cardboard and Mixed Containers, with each category stream collected and maintained separate from each other.

“Not Accepted Materials” means, collectively, any material that is not PPP.

“Old Corrugated Cardboard” means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards. For clarity, waxed or coated old corrugated cardboard is excluded from this definition.

“Private Road” means a privately-owned and maintained right-of-way that allows for access by a service vehicle and that serves multiple residences.

“Public Road” means a public right-of-way used for public travel, including public alleys.

“Reduced Split Weighing” means a method whereby a subset of randomly selected collection vehicles of a Multi-Stream Contractor have each material category compartment weighed separately, and the results are extrapolated to calculate the split between the material categories on the remainder of the Contractor’s collection vehicles on a monthly basis, therefore eliminating the need for all collection vehicles to weigh each compartment individually.

“Resident Education Top Up” means a top up amount paid by Recycle BC to Contractor for the purposes of promotion, education and outreach programs in connection with PPP.

“Service Administration Top Up” means an amount paid by Recycle BC to Contractor for the purposes of administrative expenses associated with PPP program coordination, including office staff, data analysis and reconciliation, correspondence, office rent and office equipment.

“Service Area” means the geographic area delineated in Attachment 2.1.1.

“Service Commencement Date” means January 1, 2025.

“Single-Stream” means In-Scope PPP collected as comingled material categories. These categories may include Paper and Cardboard and Mixed Containers, collected together in the same Collection Container.

“SOW Effective Date” has the meaning set out on the first page of this Statement of Work.

“SOW Services” has the meaning set out in Section 2.

“SOW Term” has the meaning set out in Section 4.

“Transition and Implementation Plan” has the meaning set out in Section 2.4.

1.2 Attachments. As of the SOW Effective Date, the following Attachments form part of this Agreement (note that Attachment numbering is not sequential and is based on a related section reference):

<u>Attachment</u>	<u>Description</u>
Attachment 2.1.1	- Service Area
Attachment 2.1.2	- In-Scope PPP
Attachment 3.4	- Service Level Failures
Attachment 5	- Fees

SECTION 2. Services

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the “**SOW Services**”):

2.1 Curbside Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP at Curbside from all Customers within the Service Area as further described in this Section 2.1 (“**Curbside Collection**”) and in accordance with the terms of the Agreement and this Statement of Work.

2.1.1 Service Area.

- (a) Notwithstanding the Curbside Household Baseline and subject to Section 2.1.2(i), Contractor is obligated to provide Curbside Collection from all Curbside Households in the Service Area.
- (b) Changes to the Service Area will be made in accordance with the change process set out in Section 2.2 of the Agreement.
- (c) Recycle BC may, in its sole discretion, approve Contractor to collect In-Scope PPP from a limited number of ICI locations. Contractor will collect In-Scope PPP only from ICI locations approved by Recycle BC in advance. Recycle BC shall have the right, exercisable at any time, in its sole discretion, to revoke its approval of any ICI locations.
- (d) Contractor will not be entitled to receive any Fees or other payments in respect of In-Scope PPP collected from ICI locations and will be solely responsible for all costs associated with the collection and post-collection management of In-Scope PPP collected from ICI locations. Recycle BC reserves the right to develop and apply a methodology, in its sole discretion, for calculating the amount of In-Scope PPP from ICI locations included in the Contractor-collected In-Scope PPP delivered to the Designated Post-Collection Facility (the “**Determined ICI Amount**”). Without limiting the generality of the foregoing, Contractor acknowledges and agrees that Contractor will be solely responsible for any costs or fees charged by the Designated Post-Collection Service Provider or Recycle BC in respect of the Determined ICI Amount.

2.1.2 PPP Materials.

- (a) Subject to the right of Contractor to reject In-Scope PPP that is not properly set out and subject to Section 2.1.4(d) and Section 2.1.4(f), Contractor will collect all In-Scope PPP from all Customers that is placed in Collection Containers or Customer-owned Collection Containers.
- (b) Where Contractor uses Collection Containers other than automated carts, Contractor will collect Old Corrugated Cardboard that is flattened and stacked by the Customer’s Collection Container (or stacked alone if no Collection Container

is present). Contractor will specify the appropriate measurements and size of flattened cardboard.

- (c) Materials collected by Contractor may not contain more than 5% by weight of Not Accepted Materials. Loads exceeding 5% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (d) Materials collected by Contractor may not contain (i) any packaging containing Hazardous Waste; (ii) Foam Packaging; or (iii) Flexible Plastics.
- (e) If Contractor collects In-Scope PPP in Multi-Stream, Contractor must ensure that:
 - (i) loads of Paper and Cardboard do not contain more than 1% by weight of Mixed Containers; and
 - (ii) loads of Mixed Containers do not contain more than 3% by weight of Paper and Cardboard.
- (f) Contractor must ensure that loads of Paper and Cardboard and Mixed Containers (whether collected in a Single-Stream or a Multi-Stream) do not contain more than 3% by weight of Glass Bottles and Jars.
- (g) If Contractor collects segregated Flexible Plastics from other In-Scope PPP, Contractor must ensure that the loads of Flexible Plastics do not contain more than 5% by weight of Paper and Cardboard, Mixed Containers or Glass Bottles and Jars.
- (h) Contractor must ensure that loads of Glass Bottles and Jars do not contain more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate). Loads of segregated Glass Bottles and Jars exceeding 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (i) Contractor will implement and maintain reasonable procedures to ensure that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section 2.1.2, including procedures to monitor the content of collected materials and procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such procedures are inadequate, Contractor will adopt such procedures as Recycle BC may reasonably require in order to ensure compliance with this Section 2.1.2.
- (j) Recycle BC will work collaboratively with Contractor to provide assistance and direction to support Contractor in ensuring that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section 2.1.2, with the ultimate goal of continuous improvement.

2.1.3 Collection.

- (a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers. Where Contractor uses automated carts as the Collection Container,

the quantity of material collected may be limited to what can reasonably fit inside the Collection Container.

- (b) In accordance with Section 2.1.2(a) and Section 2.1.2(b), Contractor will pick up In-Scope PPP placed by Customers at the Curb along the collection vehicle route, which may be a Public Road or a Private Road.
- (c) Subject to Section 2.1.3(e), Contractor will perform Curbside Collection from each Curbside Household in the Service Area no more frequently than weekly and no less frequently than every two weeks.
- (d) Contractor may, in its sole discretion, provide a service to assist applicable Customers to carry or roll their Collection Containers to the Curb if they have demonstrated a medical need to Contractor in accordance with procedures determined and implemented by Contractor and reviewed and approved by Recycle BC.
- (e) If Contractor collects either Flexible Plastics or Glass Bottles and Jars segregated from other In-Scope PPP, Contractor will collect these materials from each Curbside Household in the Service Area no more frequently than weekly and no less frequently than once every month.
- (f) Contractor will make collections in an orderly, non-disruptive and quiet manner, and will return Collection Containers in their set out location in an orderly manner. The location of returned Collection Containers should not block sidewalks, driveways or street parking.
- (g) Contractor will perform Curbside Collection on a regular schedule, which may shift as necessary to accommodate holidays, extreme weather events, construction and other unforeseen events.
- (h) Subject to Section 2.1.2(a), Section 2.1.2(b) and Section 2.1.3(a), Contractor will not reject any In-Scope PPP set out by a Customer unless Customer is notified of the reason for such rejection.

2.1.4 Collection Containers.

- (a) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will, at Contractor's cost, provide Collection Containers to each Curbside Household in the Service Area that provide Customers with sufficient volume to accommodate In-Scope PPP generated by Customers between collections so that Collection Container capacity is not a barrier to Customer use of the Curbside Collection service.
- (b) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, if Curbside Households or geographical areas are added to the Service Area under Section 2.1.1(a), Contractor will deliver Collection Containers to any new Curbside Households added to the Service Area at least ten (10) Business Days prior to the start date provided by Recycle BC.
- (c) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will deliver a Collection Container to a requesting Customer within ten (10) Business Days of the Customer's initial request.

- (d) If any Customers choose to provide their own Collection Containers, Contractor will handle the Customer-owned Collection Containers in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Collection Containers. Contractor is not required to collect materials from any Customer-owned Collection Container if (i) collecting material from such Collection Container would involve a risk of injury to Contractor personnel or risk of damage to Contractor or Customer property; (ii) the Collection Container is otherwise incompatible with Contractor's collection model; or (iii) Customer provided Collection Containers are prohibited by municipal bylaw.
- (e) If Contractor did not provide Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will deliver Collection Containers that meet the requirements set out in this Agreement to each Customer in the Service Area at least ten (10) Business Days prior to the Service Commencement Date unless otherwise approved by Recycle BC in writing.
- (f) Contractor may not collect In-Scope PPP in single-use bags.
- (g) If Contractor proposes to change the type of Collection Container it uses for Curbside Collection in the Service Area, Contractor will submit a detailed transition plan to Recycle BC a minimum of six (6) months prior to the scheduled or planned change. Any change to the type of Collection Containers used for Curbside Collection in the Service Area is subject to approval in writing by Recycle BC, which approval will not be unreasonably withheld.

2.1.5 Designated Post-Collection Facility.

- (a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection, unless alternative arrangements have been approved in writing by Recycle BC. If Contractor is unable to deliver collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection for an unforeseen reason outside Contractor's reasonable control, Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Facility on the next Business Day, unless otherwise approved by Recycle BC in writing, and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection with such storage. Contractor will not deliver In-Scope PPP to any location other than the Designated Post-Collection Facility or dispose of any collected In-Scope PPP without prior written authorization from Recycle BC.
- (b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) If Contractor collects Paper and Cardboard and Mixed Containers in Multi-Stream, Contractor must unload both Paper and Cardboard and Mixed Containers in separate bunkers or locations, as directed by the Designated Post-Collection Service Provider. Loads delivered in violation of this Section 2.1.5(c), including as a result of driver error or mechanical failure, may be subject to a Service Level Failure Credit.
- (d) Contractor will follow all reasonable instructions and procedures regarding the delivery of In-Scope PPP as directed by the Designated Post-Collection Service Provider and Recycle BC, including instructions and procedures pertaining to

health and safety, Reduced Split Weighing, delivery and unloading of In-Scope PPP, audit procedures and weigh scale operation.

- (e) If Contractor is scheduled to collect In-Scope PPP from Curbside Households in the Service Area on a holiday, Contractor will coordinate directly with the Designated Post-Collection Service Provider and Recycle BC a minimum of ten (10) Business Days in advance of such holiday in order to schedule the delivery of such In-Scope PPP.
- (f) If the Service Area is within the Metro Vancouver Regional District, subject to Section 2.1.5(h), the Designated Post-Collection Facility will be located within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the Service Area boundary at the point of least distance to the Designated Post-Collection Facility.
- (g) If the Service Area is not within Metro Vancouver Regional District, subject to Section 2.1.5(h), the Designated Post-Collection Service Provider will locate the Designated Post-Collection Facility within sixty (60) kilometers from the Service Area boundary at the point of least distance to Designated Post-Collection Facility. If delivery to the Designated Post-Collection Facility requires the use of a ferry or barge, then delivery boundary is the ferry or barge terminal and the Designated Post-Collection Service Provider will be responsible for the portion of the trip that requires ferry or barge travel.
- (h) If, after using commercially reasonable efforts, the Designated Post-Collection Service Provider is unable to locate a Designated Post-Collection Facility in accordance with 2.1.5(f) and Section 2.1.5(g), as applicable, Contractor will not be required to deliver In-Scope PPP to the Designated Post-Collection Facility except on terms mutually acceptable to Contractor and the Designated Post-Collection Service Provider.
- (i) Recycle BC may change the location of the Designated Post-Collection Facility with (i) thirty (30) days' written notice if the new Designated Post-Collection Facility is within 20 kilometers of the existing Designated Post-Collection Facility and in compliance to Section 2.1.5(f) or Section 2.1.5(g); and (ii) ninety (90) days' written notice if the new Designated Post-Collection Facility is more than 20 kilometers from the existing Designated Post-Collection Facility and in compliance to Section 2.1.5(f) or Section 2.1.5(g).
- (j) Unless Recycle BC otherwise agrees in writing, Contractor may not consolidate or otherwise sort In-Scope PPP collected from Customers in the Service Area before delivering such materials to the Designated Post-Collection Facility. Such approval may be subject to such conditions or procedures as Recycle BC considers appropriate or necessary in the circumstances and may be revoked at any time by Recycle BC, in its sole discretion, including if Contractor has failed to comply with such conditions or procedures.
- (k) If the Designated Post-Collection Service Provider rejects a load of In-Scope PPP from Contractor due to a verified claim that such load contains more than 5% by weight of Not Accepted Materials, contains any Hazardous Waste or resulted in the cross contamination of segregated materials due to a bulkhead failure Recycle BC reserves the right to designate alternative procedures and requirements associated with that load and to deduct any additional costs associated therewith from the Fees otherwise due to Contractor.

- (l) Recycle BC will, in its sole discretion, approve any Reduced Split Weighing, and the percentage of loads required to split weigh. If Recycle BC has provided such approval to Contractor, the Contractor is required to follow all direction as per Section 2.1.5(d). Recycle BC reserves the right to remove or change Reduced Split Weighing requirements at any time.
- (m) On a monthly basis, or on a schedule agreed upon by the Designated Post-Collection Service Provider, Contractor will retrieve any Collection Containers which have been inadvertently dropped into the collection vehicle and tipped at the Designated Post-Collection Facility.
- (n) If at any time during the SOW Term the Designated Post-Collection Facility is temporarily closed for three (3) Business Days or less, including without limitation due to emergency, mechanical breakdown or maintenance, Contractor shall deliver In-Scope PPP collected pursuant to this Statement of Work to an alternative location specified by Recycle BC in writing. If the Designated Post-Collection Facility is closed for longer than three (3) Business Days, Contractor and Recycle BC will mutually agree on a solution.

2.1.6 Spillage.

- (a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when In-Scope PPP is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- (b) Any spillage of In-Scope PPP that occurs during Curbside Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and its clean-up, and will make such records available to Recycle BC on request. Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting Section 2.1.6(b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic or fuel) are discharged to Customer premises, Public Roads or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles prior to them being removed from service will be cleaned up or removed by Contractor within three hours of being noticed by route staff, Customers or Recycle BC, and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures and notice of such clean-up or removal will be provided to Recycle BC in writing. Contractor will immediately notify Recycle BC or the Designated Post-Collection Service Provider of any spills that enter ground-water or drainage systems.

2.1.7 Routes.

- (a) Contractor Curbside Collection routes may not extend outside the Service Area. Contractor collection vehicles used to perform Curbside Collection may only be used for collection services inside or outside the Service Area or for any other use if they are emptied before and after such other use and Contractor has obtained prior approval from Recycle BC in writing.

- (b) If Contractor also provides collection services to multi-family buildings pursuant to another Statement of Work under the Agreement (“**Multi-Family Building Collection**”), Recycle BC must provide its prior written approval to use the same collection vehicle to collect materials from Multi-Family Building Collection together with In-Scope PPP collected from Curbside Households under this Statement of Work.

2.1.8 Pilot programs.

- (a) Recycle BC may wish to test or implement one or more new services, technology systems or developments in PPP material segregation, processing or collection technology (collectively, “**Pilot Program**”). Recycle BC will provide at least ninety (90) days’ written notice of its intention to implement a Pilot Program. The allocation of any costs (or savings) accrued by Recycle BC-initiated Pilot Programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If Recycle BC deems the Pilot Program a success and desires to incorporate the service, technology or development from the Pilot Program into this Statement of Work, such a change will be made pursuant to the change process set out in Section 2.2 of the Agreement.
- (b) Contractor-initiated Pilot Programs will require prior written approval by Recycle BC and will be performed at no additional cost to Recycle BC.

2.2 Customer Service and Management. As part of Curbside Collection, Contractor will provide the following services:

2.2.1 Customer Service Requirements.

- (a) Contractor will have and maintain throughout the SOW Term a Customer service office and call center, which will be accessible by a local area code and prefix phone number or a toll-free number. Customer service representatives will be familiar with the Recycle BC program requirements and will make best efforts to be available through Contractor’s call center during office hours for communication with Customers and Recycle BC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls.
- (b) Contractor’s Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.2.2 Customer Service Representative Staffing.

- (a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails, social media posts and text messages.

2.2.3 Customer Complaints and Requests.

- (a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer’s name and address, if the Customer is willing to give this information, method of transmittal and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Contractor will make a commercially reasonable efforts to resolve all

complaints and service requests within two (2) Business Days of the original contact.

- (b) Contractor's customer service log will be available for inspection by Recycle BC, with consideration to Contractors confidentiality obligations, if requested by Recycle BC.

2.3 Promotion and Education.

- 2.3.1 Contractor will have primary responsibility for executing public promotion, education and outreach programs associated with the collection of In-Scope PPP. Contractor will incorporate Recycle BC-developed communications messages and images in Contractor's public promotion, education and outreach programs.
- 2.3.2 Recycle BC reserves the right, in its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of In-Scope PPP, including recycling guides, collection calendars, website content and "oops tags."
- 2.3.3 If Contractor receives Resident Education Top Up payments in accordance with Attachment 5, Contractor must spend the total amount of the Resident Education Top Up payments paid to Contractor on promotion, education and outreach programs on an annual basis. Recycle BC reserves the right to request proof of use of Resident Education Top Up payments.
- 2.3.4 Except for logos of the applicable local government, Recycle BC, Contractor or any sub-contractor of Contractor, Contractor may not affix or otherwise include any logo of, or any reference to, any other party or person on a Collection Container in any manner whatsoever, including stickers and hot stamps.
- 2.3.5 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection.

- 2.4 Transition and Implementation Services. If, immediately prior to the SOW Effective Date, Contractor (i) did not perform Curbside Collection from Curbside Households in the Service Area; or (ii) did not provide Curbside Collection from Curbside Households in the Service Area pursuant to a statement of work with Recycle BC, Contractor will, beginning on the SOW Effective Date and with Recycle BC's input, develop and submit to Recycle BC no later than two weeks after the SOW Effective Date a transition and implementation plan (the "**Transition and Implementation Plan**") for implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how certain events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date to and including the six (6) month anniversary of the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan. Finalization of the Transition and Implementation Plan will be subject to Recycle BC's prior approval.

SECTION 3. Performance Standards and Operational Requirements

- 3.1 Personnel Conduct. Contractor personnel performing Curbside Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass, loiter, cross

flower beds, hedges or property of adjoining premises, or meddle with property that does not concern the SOW Services being performed.

3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Curbside Collection:

3.2.1 All collection vehicles will be well maintained and clean. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards and be in a condition satisfactory to Recycle BC. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.

3.2.2 Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs and fuel use.

3.3 SOW Record and Reporting Requirements.

3.3.1 Service Delivery Reporting. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:

- (a) maintain an electronic record of all Customer requests, Missed Collections, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), service address, if different from mailing address, date of contact, reason for contact;
- (b) maintain such other records as may be requested by Recycle BC, including:
 - (i) tonnage by collection date and weight scale ticket (which must include the collector name and truck number); and
 - (ii) Customer communications related to Curbside Collection including telephone calls, letters, e-mails, text messages or webpage messages received;
- (c) make all records maintained pursuant to this Statement of Work available to Recycle BC upon request;
- (d) provide a report to Recycle BC on associated collection metrics necessary to calculate the greenhouse gas emissions associated with the performance of Curbside Collection no more frequently than once per quarter and no less frequently than once per year;
- (e) upon Recycle BC's request, provide a report on the costs associated with the performance of Curbside Collection services, no more frequently than once per year;
- (f) upon Recycle BC's request, provide a response to questions posed by Recycle BC's non-financial auditor; and

- (g) upon Recycle BC's request, provide up to two ad-hoc reports each year, at no additional cost to Recycle BC, and such ad-hoc reports (i) may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information reports; and (ii) will not require the Contractor to expend more than forty (40) staff hours per year to complete,

and such records and reports will be provided in Recycle BC-defined format and software compatibility. For reports that are provided at Recycle BC's request, Recycle BC will use best efforts to communicate such request sixty (60) days in advance of due date. Contractor and Recycle BC will meet to discuss requests outside of this scope, all parties being reasonable.

3.3.2 Claims Reporting

- (a) Responsibility for claim reporting under Section 3.3.2(b) shall be assigned to the Designated Post-Collection Service Provider.
- (b) All loads will be documented by the Designated Post-Collection Service Provider in a manner specified by Recycle BC, including by a certified scale ticket provided by the Designated Post-Collection Service Provider with Contractor name and address, Designated Post-Collection Facility's name and address, date, time, truck number, net weight by material type (as set out in Attachment 2.1.2) and such other information as Recycle BC may designate (collectively, "**Claim Information**").
- (c) Recycle BC will issue a claim summary to Contractor based on Claim Information directly provided to Recycle BC by the Designated Post-Collection Service Provider, pursuant to Section 3.3.1(g)(b), and Contractor will review the claim summary for accuracy. Contractor must report to Recycle BC any content in the claim summary that Contractor disputes within thirty (30) days of the claim summary being issued.
- (d) After Recycle BC has approved the Claim Information, Recycle BC will issue a purchase order to Contractor, including a reference number. Recycle BC will issue payment to Contractor based on the approved purchase order without the need for Contractor to submit an invoice.
- (e) Standard tare weights for specific trucks may only be used on specific written permission of Recycle BC.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, Recycle BC will, in Recycle BC's sole discretion, be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until December 31, 2029. Recycle BC may extend this Statement of Work for up to two further periods of one year each by providing at least one hundred eighty (180) days written notice before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".

SECTION 5. Fees

The Fees payable by Recycle BC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date. For the avoidance of doubt, Contractor acknowledges and agrees that it will not be entitled to receive any Fees in respect of In-Scope PPP collected from ICI locations.

SECTION 6. Additional Terms

- 6.1 No Double Charge. Contractor will not directly or indirectly charge Customers, including by way of tax, levy or other surcharge, for the cost of providing the SOW Services if and to the extent that such costs are covered by Fees (prior to deducting any Service Level Failure Credits) or other payments that Contractor is entitled to receive from Recycle BC under this Statement of Work. In the event that the Fees do not fully cover the Contractors costs of the program, the Contractor may directly or indirectly charge Customers for the portion of the costs of providing the SOW Services that are not covered by the Fees; provided that the Contractor shall not profit from such amounts.
- 6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any employee (or, at the request of Recycle BC, any other person) to scavenge, any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the SOW Services or otherwise.
- 6.3 Risk. Contractor will be responsible for all risk, including risk of loss or damage caused by the In-Scope PPP, from the time that the In-Scope PPP is collected by Contractor until the Contractor delivers such In-Scope PPP to the Designated Post-Collection Facility. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Facility and accepted by receipt of scale ticket or bill of lading from the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Collection Containers or the Designated Post-Collection Facility caused by Contractor.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

MMBC RECYCLING INC.

Per: _____
(I have authority to bind Recycle BC)

Name: _____
(Please Print)

Title: _____

DISTRICT OF BARRIERE

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to Recycle BC, Contractor and the first signatory represent that no additional signatories are required).

**ATTACHMENT 2.1.1 TO SCHEDULE 2.1(a)
DESIGNATED SERVICE AREA**

1. Under this Statement of Work, the initial Curbside Household Baseline will be 788.
2. The Service Area is:

District of Barriere

ATTACHMENT 2.1.2 TO SCHEDULE 2.1(a)
IN-SCOPE PPP

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected, as indicated by an "x" in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- PPP, in Single-Stream, in which Paper and Cardboard and Mixed Containers are collected together.
- PPP, in Multi-Stream, in which Paper and Cardboard must be segregated from all other PPP.
- PPP, in Multi-Stream, in which Mixed Containers must be segregated from all other PPP.
- PPP that is Glass Bottles and Jars, which must be segregated from all other PPP.
- PPP that is Flexible Plastics, which must be segregated from all other PPP.

To the extent beverage containers as defined in Schedule 1 of the Regulation are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work, with polycoated beverage containers, plastic beverage containers and metal beverage containers defined as Mixed Containers and glass beverage containers defined as Glass Bottles and Jars.

**ATTACHMENT 3.4 TO SCHEDULE 2.1(a)
SERVICE LEVEL FAILURES**

Contractor may incur Service Level Failure Credits for the Service Level Failures described in this Attachment 3.4; provided, however, that the aggregate amount of Service Level Failure Credit in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Contractor in respect of such calendar year:

	Service Level Failure	Service Level Failure Credit						
1	Failure to clean up or collect spilled PPP within two hours from the time the Contractor has been notified of the spill or it has been observed by the Contractor.	Twice the cost of cleanup incurred by Recycle BC (if Recycle BC performs the cleanup) plus \$500 per incident (regardless of who performs the cleanup).						
2	Contractor: a) fails to accurately report pursuant to Section 3(a) of Attachment 5; b) overstates or otherwise inaccurately reports the Curbside Household Baseline; or c) understates the number of ICI locations in the Service Area per Section 2.1.1(c).	\$5,000 per incident.						
3	Failure to provide a required report pursuant to Section 3.3.1 or in Section 3(a) of Attachment 5 on time.	Withholding of all Fees due to Contractor until the required report is submitted.						
4	Failure to separate In-Scope PPP collected from Curbside Households in the Service Area from materials collected outside of the Service Area without prior written approval from Recycle BC.	\$5,000 per route, plus \$3,000 per month (pro-rated in the case of a partial month) until the Service Level Failure has been remedied or a request for approval by the Contractor has been approved in writing by Recycle BC.						
5	If the Curbside Household Baseline does not exceed 25,000, a delivery of materials to the Designated Post-Collection Facility that contains more than 5% by weight of Not Accepted Materials.	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount</p> <p>For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by the Curbside Household Baseline for such year, in accordance with the following table:</p> <table border="1"> <thead> <tr> <th>Curbside Household Baseline</th> <th>Per Load Amount</th> </tr> </thead> <tbody> <tr> <td>10,000-25,000</td> <td>\$5,000</td> </tr> <tr> <td>5,000-9,999</td> <td>\$3,750</td> </tr> </tbody> </table>	Curbside Household Baseline	Per Load Amount	10,000-25,000	\$5,000	5,000-9,999	\$3,750
Curbside Household Baseline	Per Load Amount							
10,000-25,000	\$5,000							
5,000-9,999	\$3,750							

Service Level Failure		Service Level Failure Credit													
		2,500-4,999	\$2,500												
		499-2,499	\$1,250												
		0-499	\$500												
6	If the Curbside Household Baseline exceeds 25,000, a delivery of materials to the Designated Post-Collection Facility that contains more than 5% by weight of Not Accepted Materials.	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.</p> <p>For the purpose of this Service Level Failure, the “Per Load Amount” will initially be \$5,000. If Contractor is required to make one or more payments in respect of this Service Level Failure in respect of any year, the Per Load Amount for the following year will be automatically increased by \$5,000 (to a maximum of \$20,000). If Contractor is not required to make any payments in respect of this Service Level Failure in respect of a particular year, the Per Load Amount for the following year will be reset at \$5,000.</p>													
7	If Contractor collects Mixed Containers and Paper and Cardboard in Multi-Stream, delivery of a load in violation of Section 2.1.5(c).	\$1,000 per load.													
8	<p>Delivery of a load of:</p> <p>a) In-Scope PPP in Multi-Stream in violation of Section 2.1.2(e);</p> <p>b) Mixed Containers and Paper and Cardboard (whether collected in a single stream or a Multi-Stream) in violation of Section 2.1.2(f);</p> <p>c) Flexible Plastics in violation of Section 2.1.2(g); or</p> <p>d) Glass Bottles and Jars in violation of Section 2.1.2(h).</p>	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.</p> <table border="1"> <thead> <tr> <th>Curbside Household Baseline</th> <th>Per Load Amount</th> </tr> </thead> <tbody> <tr> <td>10,000+</td> <td>\$5,000</td> </tr> <tr> <td>5,000-9,999</td> <td>\$3,750</td> </tr> <tr> <td>2,500-4,999</td> <td>\$2,500</td> </tr> <tr> <td>499-2,499</td> <td>\$1,250</td> </tr> <tr> <td>0-499</td> <td>\$500</td> </tr> </tbody> </table>		Curbside Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Curbside Household Baseline	Per Load Amount														
10,000+	\$5,000														
5,000-9,999	\$3,750														
2,500-4,999	\$2,500														
499-2,499	\$1,250														
0-499	\$500														
9	The occurrence of a Labour Disruption, if Contractor fails to (i) implement its Business Continuity Plan in respect of such Labour Disruption; or (ii) fails to comply with Sections	An equitable reduction in the Fees to reflect the value of any SOW Services not received by Recycle													

	Service Level Failure	Service Level Failure Credit
	4.6.1 or 4.6.2 of the Agreement in respect of such Labour Disruption.	BC plus \$5,000 per day of Labour Disruption.
10	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Facility without the prior written permission of Recycle BC	\$25,000 per incident.
11	Contractor fails to follow Designated Post-Collection Service Provider direction as per Section 2.1.5(d).	\$5000 per incident.

**ATTACHMENT 5 TO SCHEDULE 2.1(a)
FEES**

1. In this Attachment, the following terms will have the following meaning:

“Bonus Period” means each full calendar year during the SOW Term, commencing on January 1 and ending on December 31 of each year; provided, however, that (i) if the Service Commencement Date is not January 1, the initial Bonus Period shall commence on the Service Commencement Date and end on December 31 of that year; and (ii) if the SOW Term does not end December 31, the final Bonus Period will commence on January 1 of that year and end on the date on which the SOW Term ends.

“Curbside Household Baseline” means the number of Curbside Households in the Service Area as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment 5.

2. In consideration for Contractor’s performance of the SOW Services, Recycle BC will pay Contractor:

(a) The selected (as indicated by an “x” in the associated check box) annual amount in the table below times the Curbside Household Baseline (to be payable in arrears, in equal monthly payments on net thirty (30) day terms):

Curbside Collection Fee		
	Collection Type	\$ per Curbside Household per Year
<input type="checkbox"/>	Single-Stream using automated carts – Mixed Containers and Paper and Cardboard	\$41.00
<input type="checkbox"/>	Single-Stream using Collection Containers other than automated carts – Mixed Containers and Paper and Cardboard	\$42.60
<input checked="" type="checkbox"/>	Multi-Stream – Paper and Cardboard separate from Mixed Containers	\$71.10
<input type="checkbox"/>	Flexible Plastics - which must be segregated from all other PPP	\$8.00

(b) Each of the following that are selected (as indicated by an “x” in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; and (ii) the Service Administration Top Up amount, in each case as set out in the table below times the Curbside Household Baseline (to be payable in arrears, in equal monthly payments on net thirty (30) day terms):

	Top Up Fee	\$ per Curbside Household per Year
<input checked="" type="checkbox"/>	Resident Education Top Up	\$1.25
<input checked="" type="checkbox"/>	Service Administration Top Up	\$3.75

Without limiting Contractor's obligations under this Statement of Work (including the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of the Curbside Collection services.

- (c) If selected (as indicated by an "x" in the associated check box), the following per tonne amount, to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement:

Curbside Collection Glass Bottles and Jars Fee		
<input type="checkbox"/>	Glass Bottles and Jars	\$ per Tonne
		\$80.00

- (d) For each Bonus Period, the Achieved Bonus Amount times the average Curbside Household Baseline for such period, where the "Achieved Bonus Amount" is the performance bonus amount in the table below that corresponds with the Not Accepted Materials percentage by weight of materials collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the average Curbside Household Baseline for such period and the approved material composition audits completed for the Bonus Period. The Achieved Bonus Amount for a Bonus Period, if any, will be paid no later than July 1 of the following year.

For purposes of calculating the Achieved Bonus Amount, Recycle BC will apply a methodology, in its sole discretion, to calculate the average amount of Not Accepted Materials in Contractor's collected material for calculating the Not Accepted Material percentage.

If the Bonus Period is a partial calendar year, the Achieved Bonus Amount will be calculated by Recycle BC on a pro-rated basis taking into account such factors as Recycle BC, acting reasonably, may consider relevant.

If Contractor also provides Multi-Family Building Collection and In-Scope PPP collected in respect of Multi-Family Building Collection is collected in a vehicle with In-Scope PPP collected from Curbside Households under this Statement of Work, then, for the purpose of calculating the performance bonus under this subsection (d), the Curbside Household Baseline will be adjusted to include the number of multi-family households whose In-Scope PPP has been collected in this manner and the not accepted material percentage will be calculated based on audits that include both Curbside and multi-family collected material.

Calculation of Achieved Bonus Amount				
Not Accepted Materials percentage by weight	4.0% - 3.5%	≤ 3.4% - 3.0%	≤ 2.9% - 2.5%	≤ 2.4%
Achieved Bonus Amount	\$ per Curbside Household			
	\$1.00	\$1.50	\$2.00	\$2.50

3. The Curbside Household Baseline may be adjusted as follows:
- (a) On July 1 of each year, or on any other date determined by Recycle BC, and at such other times as the parties may agree, Contractor will, in good faith, report and attest (in a form

acceptable to Recycle BC) to the then-current number of Curbside Households in the Service Area.

- (b) Recycle BC may also provide evidence of the then-current number of Curbside Households in the Service Area. Based on Contractor's attestation and the evidence provided by Recycle BC, Recycle BC and Contractor will work in good faith to mutually agree on the new Curbside Household Baseline. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.
 - (c) For purposes of reporting and determining the number of Curbside Households:
 - (i) A single family dwelling is considered one Curbside Household;
 - (ii) A laneway house is considered one Curbside Household;
 - (iii) A duplex is considered two Curbside Households;
 - (iv) A triplex is considered three Curbside Households;
 - (v) A fourplex is considered four Curbside Households;
 - (vi) A single family dwelling that has been converted into two, three or four residential dwelling units, shall be considered a duplex, triplex or fourplex, as described in (iii), (iv) and (v), respectively, if Contractor recognizes the conversion for utility and/or contract billing;
 - (vii) A single family dwelling that has been converted into multiple dwelling units that is recognized by Contractor as a single family dwelling for utility and/or contract billing is considered one Curbside Household; and
 - (viii) Each self-contained dwelling unit in a rowhouse or townhouse is considered one Curbside Household if the resident of each unit delivers In-Scope PPP to the Curb for collection in separate Collection Containers.
4. If the average annual amount of In-Scope PPP collected per Curbside Household by Contractor, in any twelve (12) month period (based on the Curbside Household Baseline) falls below one hundred (100) kilograms, then Recycle BC may require Contractor to, within ninety (90) days, prepare and submit to Recycle BC for approval a remediation plan designed to raise its collection yield above one hundred (100) kilograms per Curbside Household. Following approval of the remediation plan by Recycle BC, Contractor will execute the plan. Contractor will provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within ninety (90) days of beginning to execute the plan, then Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to increase collection yield, and, at Recycle BC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.
5. The Curbside Collection Fee and Top up Fee will be adjusted each year, up or down, on the first day of January of each year. Recycle BC reserves the right to choose the adjustment mechanism to be used each year, as between (i) the results of a cost study that samples the collection service providers to determine the costs associated with the performance of Curbside Collection services; and (ii) an adjustment that is based on the Consumer Price Index (CPI) for BC (All Items), which will be calculated as follows:

- (a) Curbside Collection Fee or Top Up Fee = Curbside Collection Fee or Top Up Fee, as applicable, in the previous year $\times (1 + (\text{percentage change in CPI}/100))$, where
- (i) percentage change in CPI = $(\text{current year CPI} - \text{previous year CPI}) / (\text{previous year CPI}) \times 100\%$; and
 - (ii) each year's CPI is the published CPI on September 1st of the year prior.

SCHEDULE 2.1(b)
STATEMENT OF WORK FOR MULTI-FAMILY BUILDING COLLECTION SERVICES BY LOCAL GOVERNMENT

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between District of Barriere (“**Contractor**”) and MMBC Recycling Inc. carrying on business as Recycle BC (“**Recycle BC**”) made as of January 1, 2025 (the “**Agreement**”). The effective date of this Statement of Work (the “**SOW Effective Date**”) is January 1, 2025.

SECTION 1. Interpretation

1.1 Definitions. In this Statement of Work (including the attachments hereto), the following terms will have the following meanings. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

“**Agreement**” has the meaning set out on the first page of this Statement of Work.

“**Approved Multi-Family Building**” means a Multi-Family Building on the list of approved Multi-Family Buildings maintained by Recycle BC in accordance with Section 2.1.1, which makes up the Multi-Family Household Baseline.

“**Claim Information**” has the meaning set out in Section 3.3.2.

“**Collection Container**” means any container acceptable to Recycle BC used for storage of In-Scope PPP at a central location in a Multi-Family Building complex, but, for the avoidance of doubt, may not include single-use bags.

“**Contractor**” has the meaning set out on the first page of this Statement of Work.

“**Customer**” means any owner, property manager or resident of an Approved Multi-Family Building.

“**Determined ICI Amount**” has the meaning set out in Section 2.1.1(e).

“**Hazardous Waste**” means any waste that may pose a risk to health, safety or the environment if not properly managed, including materials that are corrosive, reactive, toxic, leachable or ignitable (e.g. used oil, paint, pesticides, batteries, chemicals).

“**In-Scope PPP**” means the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by Recycle BC in writing from time to time.

“**Industrial, Commercial and Institutional**” or “**ICI**” means any operation or facility other than a residential premises as defined in the Regulation, including commercial facilities such as retail stores or offices located in the street level or lower levels of a Multi-Family Building and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such social or community service organizations and personal or health care facilities located in the street level or lower levels of a Multi-Family Building and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

“**Missed Collection**” means any failure of Contractor to collect In-Scope PPP from an Approved Multi-Family Building on the Approved Multi-Family Building’s scheduled collection day.

“**Multi-Family Building**” means a complex, where residents are expected to deliver In-Scope PPP to a central storage area accessible by all residents, from which collection occurs.

“Multi-Family Building Collection” has the meaning set out in Section 2.1.

“Multi-Family Household” means a self-contained dwelling unit providing accommodation to one or more people where the resident is expected to deliver In-Scope PPP to a central location on the property of the Multi-Family Building from which In-Scope PPP is collected.

“Multi-Family Household Baseline” has the meaning set out in Attachment 5.

“Multi-Stream” means In-Scope PPP collected as segregated material categories. These categories may include Paper and Cardboard and Mixed Containers, with each category stream collected and maintained separate from each other.

“Not Accepted Materials” means, collectively, any material that is not PPP.

“Old Corrugated Cardboard” means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards. For clarity, waxed or coated corrugated cardboard is excluded from this definition.

“Private Road” means a privately-owned and maintained right-of-way that allows for access by a service vehicle and that serves multiple residences.

“Public Road” means a public right-of-way used for public travel, including public alleys and lanes.

“Reduced Split Weighing” means a method whereby a subset of randomly selected collection vehicles of a Multi-Stream Contractor have each material category compartment weighed separately, and the results are extrapolated to calculate the split between the material categories on the remainder of the Contractor’s collection vehicles on a monthly basis, therefore eliminating the need for all collection vehicles to weigh each compartment individually.

“Resident Education Top Up” means a top up amount paid by Recycle BC to Contractor for the purposes of promotion, education and outreach programs in connection with PPP.

“Service Administration Top Up” means an amount paid by Recycle BC to Contractor for the purposes of administrative expenses associated with PPP program coordination, including office staff, data analysis and reconciliation, correspondence, office rent and office equipment.

“Service Area” means the geographic area delineated in Attachment 2.1.1.

“Service Commencement Date” means January 1, 2025.

“Single-Stream” means In-Scope PPP collected as comingled material categories. These categories may include Paper and Cardboard and Mixed Containers, collected together in the same Collection Container.

“SOW Effective Date” has the meaning set out on the first page of this Statement of Work.

“SOW Services” has the meaning set out in Section 2.

“SOW Term” has the meaning set out in Section 4.

“Transition and Implementation Plan” has the meaning set out in 2.4.

1.2 Attachments. As of the SOW Effective Date, the following Attachments form part of this Agreement:

<u>Attachment</u>	<u>Description</u>
Attachment 2.1.1	– Service Area
Attachment 2.1.2	– In-Scope PPP
Attachment 3.4	– Service Level Failures
Attachment 5	– Fees

SECTION 2. Services

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the “**SOW Services**”):

2.1 Multi-Family Building Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP from Multi-Family Buildings in the Service Area as further described in this Section 2.1 (“**Multi-Family Building Collection**”) and in accordance with the terms of the Agreement and this Statement of Work.

2.1.1 Approved Multi-Family Buildings.

- (a) Subject to Section 2.1.1(d), Contractor will not collect In-Scope PPP from any location other than an Approved Multi-Family Building. Recycle BC will maintain a list of Approved Multi-Family Buildings, which list will be initially comprised of the Multi-Family Buildings agreed on by Recycle BC and Contractor prior to the SOW Effective Date.
- (b) Contractor will maintain a contact list for all Approved Multi-Family Buildings within the Service Area, made available to Recycle BC upon request.
- (c) Recycle BC may remove all or a portion of a Multi-Family Building from the list of Approved Multi-Family Buildings, immediately upon notice, where Contractor has committed any breach of this Agreement in respect of such Multi-Family Building or portion thereof (including a failure to meet or exceed applicable Service Levels) and has failed to cure such breach within thirty (30) days of being given notice thereof by Recycle BC.
- (d) Recycle BC may, in its sole discretion, approve Contractor to collect In-Scope PPP from a limited number of ICI locations. Contractor will collect In-Scope PPP only from ICI locations approved by Recycle BC in advance. Recycle BC shall have the right, exercisable at any time in its sole discretion, to revoke its approval of any one or more ICI locations.
- (e) Contractor will not be entitled to receive any Fees or other payments in respect of In-Scope PPP collected from ICI locations and will be solely responsible for all costs associated with the collection and post-collection management of In-Scope PPP collected from ICI locations. Recycle BC reserves the right to develop and apply a methodology, in its sole discretion, for calculating the amount of In-Scope PPP from ICI locations included in Contractor-collected In-Scope PPP delivered to the Designated Post-Collection Facility (the “**Determined ICI Amount**”). Without limiting the generality of the foregoing, Contractor acknowledges and agrees that Contractor will be solely responsible for any costs or fees charged by the Designated Post-Collection Service Provider or Recycle BC in respect of the Determined ICI Amount.

2.1.2 PPP Materials.

- (a) Contractor will collect all In-Scope PPP from all Approved Multi-Family Buildings that is placed in Collection Containers (including both Contractor-provided Collection Containers and Collection Containers provided by Approved Multi-Family Buildings). The Contractor will not place limits on the quantity of In-Scope PPP collected from Approved Multi-Family Buildings and the quantity of material collected will be limited to what can reasonably fit inside the Collection Container(s). If a location generates an excessive amount of In-Scope PPP, the Contractor may provide additional Collection Containers to accommodate the extra volume. Subject to Section 6.1, if extra Collection Containers have already been provided or there is insufficient space for additional Collection Containers, the Contractor and the building management may collaborate to increase service frequency to meet capacity as an enhanced service.
- (b) Materials collected by Contractor may not contain more than 5% by weight of Not Accepted Materials. Loads exceeding 5% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits as set out in Attachment 3.4.
- (c) Materials collected by Contractor may not contain (i) any packaging containing Hazardous Waste; (ii) Foam Packaging; or (iii) Flexible Plastics (outside of the Flexible Plastics Collection Container).
- (d) If Contractor collects In-Scope PPP in Multi-Stream, Contractor must ensure that:
 - (i) loads of Paper and Cardboard do not contain more than 1% by weight of Mixed Containers; and
 - (ii) loads of Mixed Containers do not contain more than 3% by weight of Paper and Cardboard.
- (e) Contractor must ensure that loads of Mixed Containers and Paper and Cardboard (whether collected in a Single-Stream or a Multi-Stream) do not contain more than 3% by weight of Glass Bottles and Jars.
- (f) Contractor must ensure that the loads of Flexible Plastics do not contain more than 5% by weight of Mixed Containers, Paper and Cardboard and Glass Bottles and Jars.
- (g) Contractor must ensure that loads of Glass Bottles and Jars do not contain more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate). Loads of segregated Glass Bottles and Jars exceeding 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits as set out in Attachment 3.4.
- (h) Contractor will implement and maintain reasonable procedures to ensure that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section 2.1.2, including procedures to monitor the content of collected materials and procedures to notify and reject material from Approved Multi-Family Buildings who do not comply with such requirements. Such procedures are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such procedures are inadequate, Contractor will

adopt such procedures as Recycle BC may reasonably require in order to ensure compliance with this Section 2.1.2.

- (i) Recycle BC will work collaboratively with Contractor to provide assistance and direction to support Contractor in ensuring that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section 2.1.2, with the ultimate goal of continuous improvement.

2.1.3 Collection.

- (a) Contractor shall not place limits on the quantity of In-Scope PPP collected from Approved Multi-Family Buildings. Where Contractor uses automated carts or front end bins as the Collection Container, the quantity of material collected may be limited to what can reasonably fit inside the Collection Container.
- (b) Contractor will pick up In-Scope PPP from Approved Multi-Family Buildings in Collection Containers that are directly, or reasonably, accessible by the collection vehicle. The Collection Containers may be on a Public Road if the Approved Multi-Family Building has permission from the local government to store the Collection Containers on a Public Road.
- (c) Contractor will perform Multi-Family Building Collection with sufficient frequency that each Approved Multi-Family Building always maintains sufficient capacity in its uncollected Collection Containers so as not to be a barrier to use of Multi-Family Building Collection services by the residents of such Approved Multi-Family Building; provided that the service standard hereunder is not intended to require Contractor to perform Multi-Family Building Collection more frequently than once per week. Without limiting the generality of the foregoing, Contractor will coordinate with each Approved Multi-Family Building to arrange for a pick-up schedule for the Approved Multi-Family Building that, if requested by the Approved Multi-Family Building, is consistent.
- (d) Contractor will make collections in an orderly, non-disruptive and quiet manner, and will return Collection Containers with their lids closed in their set out location in an orderly manner. The location of returned Collection Containers should not block sideways, driveways or street parking.
- (e) Subject to Section 2.1.2(a) and Section 2.1.3(a), Contractor will not reject any In-Scope PPP set out by a Customer unless Customer is notified of the reason for such rejection.

2.1.4 Collection Containers.

- (a) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will provide Collection Containers to each Approved Multi-Family Building that provide sufficient volume to accommodate In-Scope PPP generated by such Approved Multi-Family Building between collections so that Collection Container capacity and design is not a barrier to use of Multi-Family Building Collection services by the residents of such Approved Multi-Family Building.
- (b) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, if Multi-Family Buildings are added to the list of Approved Multi-Family Buildings under Section 2.1.1(a) Contractor will deliver Collection Containers to

any such Multi-Family Buildings at least ten (10) Business Days prior to the start date provided agreed on by Contractor and Recycle BC.

- (c) If any Approved Multi-Family Building chooses to provide its own Collection Containers, Contractor will handle such Collection Containers in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to such Collection Containers. Contractor is not required to collect materials from any Customer-owned Collection Container if (i) collecting material from such Collection Container would involve a risk of injury to Contractor personnel or risk of damage to Contractor or Customer property; (ii) the Collection Container is otherwise incompatible with Contractor's collection model; or (iii) Customer provided Collection Containers are prohibited by municipal bylaw.
- (d) If Contractor did not provide Multi-Family Building Collection in the Service Area immediately prior to the Service Commencement Date, Contractor will deliver Collection Containers that meet the requirements set out in this Agreement to each Approved Multi-Family Building at least ten (10) Business Days prior to the Service Commencement Date unless otherwise approved by Recycle BC in writing.
- (e) Contractor may not collect In-Scope PPP in single-use bags.
- (f) If Contractor proposes to change the type of Collection Containers it uses for Multi-Family Building Collection in the Service Area, Contractor will submit a detailed transition plan to Recycle BC a minimum of six (6) months prior to the scheduled or planned change. Any change to the type of Collection Containers used for Multi-Family Building Collection in the Service Area is subject to approval in writing by Recycle BC, which approval will not be unreasonably withheld.
- (g) Contractor will replace Collection Containers once they no longer meet a functional condition in accordance with reasonable procedures subject to review and approval by Recycle BC.

2.1.5 Designated Post-Collection Facility.

- (a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection, unless alternative arrangements have been approved in writing by Recycle BC. If Contractor is unable to deliver collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection for an unforeseen reason outside Contractor's reasonable control, Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Facility on the next Business Day, unless otherwise approved by Recycle BC in writing, and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection with such storage. Contractor will not deliver In-Scope PPP to any location other than the Designated Post-Collection Facility or dispose of any collected In-Scope PPP without prior written authorization from Recycle BC.
- (b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) If Contractor collects Mixed Containers and Paper and Cardboard in Multi-Stream, Contractor must unload both Paper and Cardboard and Mixed Containers in separate bunkers or locations as directed by the Designated Post-Collection Service Provider. If Contractor collects Old Corrugated Cardboard segregated, it

must comply with the direction of the Post-Collection Service Provider to tip into either the Paper and Cardboard bunker, or a segregated Old Corrugated Cardboard bunker. Loads delivered in violation of this Section 2.1.5(c), including as a result of driver error or mechanical failure, may be subject to a Service Level Failure Credit as set out in Attachment 3.4.

- (d) Contractor will follow all reasonable instructions and procedures regarding the delivery of In-Scope PPP as directed by the Designated Post-Collection Service Provider and Recycle BC, including instructions and procedures pertaining to health and safety, Reduced Split-Weighing, delivery and unloading of In-Scope PPP, audit procedures and weigh scale operation.
- (e) If Contractor is scheduled to collect In-Scope PPP from an Approved Multi-Family Building on a holiday, Contractor will coordinate directly with the Designated Post-Collection Service Provider and Recycle BC a minimum of ten (10) Business Days in advance of such holiday in order to schedule the delivery of such In-Scope PPP.
- (f) If the Service Area is within the Metro Vancouver Regional District, subject to Section 2.1.5(h) the Designated Post-Collection Facility will be located within thirty (30) minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the Service Area boundary at the point of least distance to the Designated Post-Collection Facility.
- (g) If the Service Area is not within Metro Vancouver Regional District, subject to Section 2.1.5(h) the Designated Post-Collection Service Provider will locate the Designated Post-Collection Facility within sixty (60) kilometers from the Service Area boundary at the point of least distance to the Designated Post-Collection Facility. If delivery to the Designated Post-Collection Facility requires the use of a ferry or barge, then the delivery boundary is the ferry or barge terminal and the Designated Post-Collection Service Provider will be responsible for the portion of the trip that requires ferry or barge travel.
- (h) If, after using commercially reasonable efforts, the Designated Post-Collection Service Provider is unable to locate a Designated Post-Collection Facility in accordance with Section 2.1.5(f) and Section 2.1.5(g), as applicable, Contractor will not be required to deliver In-Scope PPP to the Designated Post-Collection Facility except on terms mutually acceptable to Contractor and the Designated Post-Collection Service Provider.
- (i) Recycle BC may change the location of the Designated Post-Collection Facility upon i) thirty (30) days' written notice if the new Designated Post-Collection Facility is within twenty (20) kilometers of the existing Designated Post-Collection Facility and in compliance to Section 2.1.5(f) or Section 2.1.5(g) and ii) ninety (90) days' written notice if the new Designated Post-Collection Facility is more than 20 kilometers from the existing Designated Post-Collection Facility and in compliance to Section 2.1.5(f) or Section 2.1.5(g).
- (j) Unless Recycle BC otherwise agrees in writing, Contractor may not consolidate or otherwise sort In-Scope PPP collected from Approved Multi-Family Buildings before delivering such materials to the Designated Post-Collection Facility. Such approval may be subject to such conditions or procedures as Recycle BC considers appropriate or necessary in the circumstances and may be revoked at any time by Recycle BC in its sole discretion, including if Contractor has failed to comply with such conditions or procedures.

- (k) If the Designated Post-Collection Service Provider rejects a load of In-Scope PPP from Contractor due to a verified claim that such load contains more than 5% by weight of Not Accepted Materials or contains any Hazardous Waste, or for instances with bulkhead failures contaminating segregated material loads, Recycle BC reserves the right to designate alternative procedures and requirements associated with that load and to deduct any additional costs associated therewith from the Fees otherwise due to Contractor.
- (l) Recycle BC will, in its sole discretion, approve any Reduced Split Weighing, and the percentage of loads required to split weigh. If Recycle BC has provided such approval to Contractor, the Contractor is required to follow all direction as per Section 2.1.5(d). Recycle BC reserves the right to remove or change Reduced Split Weighing requirements at any time.
- (m) On a monthly basis, or on a schedule agreed upon by the Designated Post-Collection Service Provider, Contractor will retrieve any Collection Containers which have been inadvertently dropped into the collection vehicle and tipped at the Designated Post-Collection Facility.
- (n) If at any time during the SOW Term the Designated Post-Collection Facility is temporarily closed for three (3) Business Days or less, including due to emergency, mechanical breakdown or maintenance, Contractor shall deliver In-Scope PPP collected pursuant to this Statement of Work to an alternative location specified by Recycle BC in writing. If the Designated Post-Collection Facility is closed for longer than three (3) Business Days, Contractor and Recycle BC will mutually agree on a solution.

2.1.6 Spillage.

- (a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when In-Scope PPP is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- (b) Any spillage of In-Scope PPP that occurs during Multi-Family Building Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and its clean-up, and will make such records available to Recycle BC on request. Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting Section 2.1.6(b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged on the property of Approved Multi-Family Buildings, Public Roads or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles will be cleaned up or removed by Contractor within three (3) hours of the discharge and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice of such clean-up or removal will be provided to Recycle BC in writing. Contractor will comply with all Applicable Laws in respect of ground-water or drainage systems safety and standards. Contractor will immediately notify Recycle BC or the Designated Post-Collection Service Provider of any spills that enter ground-water or drainage systems.

2.1.7 Routes

- (a) Except for In-Scope PPP collected from ICI locations in accordance with Section 2.1.1(d), Contractor collection vehicles used to perform Multi-Family Building Collection may only be used to collect materials from locations other than Approved Multi-Family Buildings if they are emptied before and after such other use.

2.1.8 Pilot Programs.

- (a) Recycle BC may wish to test or implement one or more new services, technology or developments in PPP material segregation, processing or collection technology (collectively, "**Pilot Program**"). Recycle BC will provide at least ninety (90) days written notice of its intention to implement a Pilot Program. The allocation of any costs (or savings) accrued by Recycle BC-initiated Pilot Programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If Recycle BC deems the Pilot Program a success and desires to incorporate the service or development represented in the Pilot Program into this Statement of Work, such a change will be made pursuant to the change process set out in Section 2.2 of the Agreement.
- (b) Contractor-initiated Pilot Programs will require prior written approval by Recycle BC and will be performed at no additional cost to Recycle BC.

2.2 Customer Service and Management. As part of Multi-Family Building Collection, Contractor will provide the following services.

2.2.1 Customer Service Requirements.

- (a) Contractor will have and maintain throughout the SOW Term a Customer service office and call center, which will be accessible by a local area code and prefix phone number or a toll-free number. Customer service representatives will be familiar with the Recycle BC program requirements and will make best efforts to be available through Contractor's call center during office hours for communication with Customers and Recycle BC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls.
- (b) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.2.2 Customer Service Representative Staffing.

- (a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails, social media and text messages.

2.2.3 Customer Complaints and Requests.

- (a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily

log. Contractor will use commercially reasonable efforts to resolve all complaints and service requests within two (2) Business Days of the original contact.

- (b) Contractor's Customer service log will be available for inspection by Recycle BC with consideration to Contractors confidentiality obligations, if requested by Recycle BC.

2.3 Promotion and Education.

- 2.3.1 Contractor will have primary responsibility for executing public promotion, education, and outreach programs associated with the collection of In-Scope PPP, provided however that Contractor will incorporate Recycle BC-developed communications messages and images in Contractor public promotion, education, and outreach programs.
- 2.3.2 Contractor will use approved Recycle BC promotion and education materials, such as signs, decals, and brochure in each Approved Multi-Family Building to ensure clear understanding of accepted materials and material categories.
- 2.3.3 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Multi-Family Building Collection.
- 2.3.4 Recycle BC reserves the right, in its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of In-Scope PPP, including recycling guides, collection calendars, website content and "oops" tags.
- 2.3.5 If Contractor receives Resident Education Top Up payments in accordance with Attachment 5, Contractor must spend the total amount of the Resident Education Top Up payments paid to Contractor on promotion, education and outreach programs on an annual basis. Recycle BC reserves the right to request the proof of use of Resident Education Top-Up payments.
- 2.3.6 Except for logos of the applicable local government, Recycle BC, Contractor or any sub-contractor of Contractor, Contractor may not affix or otherwise include any logo of, or any reference to, any other party or person on a Collection Container in any manner whatsoever, including stickers and hot stamps.

- 2.4 Transition and Implementation Services. If, immediately prior to the SOW Effective Date, Contractor (i) did not perform Multi-Family Building Collection in the Service Area or (ii) did not provide Multi-Family Building Collection in the Service Area pursuant to a statement of work with Recycle BC, Contractor will, beginning on the SOW Effective Date, and with Recycle BC's input, develop and submit to Recycle BC no later than two (2) weeks after the SOW Effective Date a transition and implementation plan (the "**Transition and Implementation Plan**") for implementing Multi-Family Building Collection in the Service Area, including a specific timeline as to when different activities and events will occur, details of how certain events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date to and including the six (6) month anniversary of the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan. Finalization of the Transition and Implementation Plan will be subject to Recycle BC's prior approval.

SECTION 3. Performance Standards and Operational Requirements

3.1 Personnel Conduct.

- 3.1.1 Contractor personnel performing Multi-Family Building Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths. Contractor personnel will not trespass, loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern the SOW Services being performed.
- 3.1.2 Contractor personnel will wear a professional and presentable uniform with an identifying badge and/or company emblem visible to the average observer.

3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Multi-Family Building Collection:

- 3.2.1 All collection vehicles will be well maintained and clean. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to Recycle BC. Any collection vehicles not meeting these standards will not be used in the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.
- 3.2.2 Contractor will maintain all vehicles used in the performance of Multi-Family Building Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.

3.3 SOW Record and Reporting Requirements.

- 3.3.1 Service Delivery Reporting. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:
 - (a) maintain an electronic record of all Customer requests, Missed Collection, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact;
 - (b) maintain such other records as may be requested by Recycle BC, including:
 - (i) tonnage by collection date and weight scale ticket (which must include the collector name and truck number);
 - (ii) Customer communications related to Multi-Family Building Collection including telephone calls, letters, e-mails and text messages; and
 - (iii) Reporting if Old Corrugated Cardboard is collected segregated from other In-Scope PPP at each Approved Multi-Family Building, and if that Old

Corrugated Cardboard is managed by Contractor via Recycle BC, independently as ICI, or by a third party.

- (c) make all records maintained pursuant to this Statement of Work available to Recycle BC upon request;
- (d) provide a report to Recycle BC on associated collection metrics necessary to calculate the greenhouse gas emissions associated with the performance of Multi-Family Building Collection no more frequently than once per quarter and no less frequently than once per year; and
- (e) upon Recycle BC's request, provide a report per year on the costs associated with the performance of Multi-Family Collection services, no more frequently than once per year;
- (f) upon Recycle BC's request, provide a response to questions posed by Recycle BC's non-financial auditor; and
- (g) upon Recycle BC's request, provide up to two ad-hoc reports each year, at no additional cost to Recycle BC, and such ad-hoc reports (i) may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information reports; and (ii) will not require the Contractor to expend more than forty (40) staff hours per year to complete,

and such records and reports will be provided in Recycle BC-defined format and software compatibility. For reports that are provided at Recycle BC's request, Recycle BC will use best efforts to communicate such request sixty (60) days in advance of due date. Contractor and Recycle BC will meet to discuss requests outside of this scope, all parties being reasonable.

3.3.2 Claims Reporting.

- (a) At Recycle BC's discretion, claim reporting under Section 3.3.2(b) shall be assigned by Contractor to the Designated Post-Collection Service Provider.
- (b) All loads will be documented by the Designated Post-Collection Service Provider in a manner specified by Recycle BC, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor's name and address, Designated Post-Collection Facility's name and address, date, time, truck number, net weight by material type (as set out in Attachment 2.1.2) and such other information as Recycle BC may designate (collectively, "**Claim Information**").
- (c) Recycle BC will issue a claim summary to Contractor based on Claim Information directly provided to Recycle BC by the Designated Post-Collection Service Provider, pursuant to Section 3.3.2(b), and Contractor will review the claim summary for accuracy. Contractor must report to Recycle BC any content in the claim summary that Contractor disputes within thirty (30) days of the claim summary being issued.
- (d) After Recycle BC has approved the Claim Information, Recycle BC will issue a purchase order to Contractor, including a reference number. Recycle BC will issue payment to Contractor based on the approved purchase order without the need for Contractor to submit an invoice.

- (e) Standard tare weights for specific trucks may only be used on specific written permission of Recycle BC.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, Recycle BC will, in Recycle BC's sole discretion, be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until December 31, 2029. Recycle BC may extend this Statement of Work for up to two further periods of one year each by providing at least one hundred eighty (180) days written notice before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".

SECTION 5. Fees

The Fees payable by Recycle BC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date. For the avoidance of doubt, Contractor acknowledges and agrees that it will not be entitled to receive any Fees in respect of In-Scope PPP collected from ICI locations.

SECTION 6. Additional Terms

- 6.1 No Double Charge. Contractor will not directly or indirectly charge Customers, including by way of tax, levy or other surcharge, for the cost of providing the SOW Services if and to the extent that such costs are covered by Fees (prior to deducting any Service Level Failure Credits) or other payments that Contractor is entitled to receive from Recycle BC under this Statement of Work. In the event that the Fees do not fully cover the Contractors costs of the program, the Contractor may directly or indirectly charge Customers for the portion of the costs of providing the SOW Services that are not covered by the Fees; provided that the Contractor shall not profit from such amounts.
- 6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any employee (or, at the request of Recycle BC, any other person) to scavenge any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the SOW Services or otherwise.
- 6.3 Risk. Contractor will be responsible for all risks, including risk of loss or damage caused by, the In-Scope PPP from the time that the In-Scope PPP is collected by Contractor until the Contractor delivers such In-Scope PPP to the Designated Post-Collection Facility. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Facility and accepted by receipt of scale ticket or bill of lading from the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Collection Containers or the Designated Post-Collection Facility caused by Contractor.
- 6.4 No Shared Services. Contractor will not collect any material other than the In-Scope PPP to be collected under this Statement of Work (whether on Contractor's own behalf, or on behalf of any third party) while providing the Multi-Family Building Collection pursuant to this Statement of Work.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

MMBC RECYCLING INC.

Per: _____
(I have authority to bind Recycle BC)

Name: _____
(Please Print)

Title: _____

DISTRICT OF BARRIERE

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to Recycle BC, Contractor and the first signatory represent that no additional signatories are required).

ATTACHMENT 2.1.1 TO SCHEDULE 2.1(b)
SERVICE AREA

1. Under this Statement of Work, the Multi-Family Household Baseline (as defined in Attachment 5) will initially be 19.
2. The Service Area is: Multi-Family Buildings in the **District of Barriere** receiving Multi-Family Building Collection from Contractor as approved and held by Recycle BC in list format.

ATTACHMENT 2.1.2 TO SCHEDULE 2.1(b)
IN-SCOPE PPP

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an "x" in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- PPP, in Single-Stream, in which Paper and Cardboard and Mixed Containers are collected together.
- PPP, in Multi-Stream, in which Paper and Cardboard must be segregated from all other PPP.
- PPP, in Multi-Stream, in which Mixed Containers must be segregated from all other PPP.
- PPP, that is Glass Bottles and Jars, which must be segregated from all other PPP.
- PPP, that is Flexible Plastics, which must be segregated from all other PPP.

To the extent beverage containers as defined in Schedule 1 of the Regulation are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work, with polycoated beverage containers, plastic beverage containers and metal beverage containers defined as Mixed Containers and glass beverage containers defined as Glass Bottles and Jars.

**ATTACHMENT 3.4 TO SCHEDULE 2.1(b)
SERVICE LEVEL FAILURES**

1. Contractor may incur Service Level Failure Credits for the Service Level Failures described in this Attachment 3.4; provided, however, that the aggregate amount of Service Level Failure Credit in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Contractor in respect of such calendar year:

	Service Level Failure	Service Level Failure Credit				
1	Failure to clean up or collect spilled PPP within two hours from the time the Contractor has been notified of the spill or it has been observed by the Contractor	Twice the cost of cleanup incurred by Recycle BC (if Recycle BC performs the cleanup) plus \$500 per incident (regardless of who performs the cleanup).				
2	Contractor: (a) fails to accurately report pursuant to Section 3(a) of Attachment 5; (b) overstates or otherwise inaccurately reports the Multi-Family Household Baseline; or (c) understates the number of ICI locations in the Service Area per Section 2.1.1(d).	\$5,000 per incident.				
3	Failure to provide a required report pursuant to Section 3.3.1 or Section 3(a) of Attachment 5 on time.	Withholding of all Fees due to Contractor until the required report is submitted.				
4	Failure to separate In-Scope PPP collected from Approved Multi-Family Buildings from any other materials collected by Contractor without prior written approval from Recycle BC.	\$5,000 per route, plus \$3,000 per week (pro-rated in the case of a partial week) until the Service Level Failure has been remedied or a request for approval by the Contractor has been approved in writing by Recycle BC.				
5	Delivery of materials to the Designated Post-Collection Facility that contains more than 5% by weight of Not Accepted Materials.	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.</p> <p>For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by the Multi-Family Household Baseline for such year, in accordance with the following table:</p> <table border="1"> <thead> <tr> <th align="center">Multi-Family Household Baseline</th> <th align="center">Per Load Amount</th> </tr> </thead> <tbody> <tr> <td align="center">10,000+</td> <td align="center">\$5,000</td> </tr> </tbody> </table>	Multi-Family Household Baseline	Per Load Amount	10,000+	\$5,000
Multi-Family Household Baseline	Per Load Amount					
10,000+	\$5,000					

Service Level Failure		Service Level Failure Credit													
		5,000-9,999	\$3,750												
		2,500-4,999	\$2,500												
		499-2,499	\$1,250												
		0-499	\$500												
6	If Contractor collects Mixed Containers and Paper and Cardboard in Multi-Stream, delivery of a load in violation of Section 2.1.5(c).	\$1,000 per load.													
7	<p>Delivery of a load of:</p> <p>a) In-Scope PPP in Multi-Stream in violation of Section 2.1.2(d); or</p> <p>b) Mixed Containers and Paper and Cardboard (whether collected in a Single Stream or a Multi-Stream) in violation of Section 2.1.2(e);</p> <p>c) Flexible Plastics in violation of Section 2.1.2(f);</p> <p>d) Glass Bottles and Jars in violation of Section 2.1.2(g).</p>	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.</p> <p>For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by the Multi-Family Household Baseline for such year, in accordance with the following table:</p> <table border="1"> <thead> <tr> <th>Multi-Family Household Baseline</th> <th>Per Load Amount</th> </tr> </thead> <tbody> <tr> <td>10,000+</td> <td>\$5,000</td> </tr> <tr> <td>5,000-9,999</td> <td>\$3,750</td> </tr> <tr> <td>2,500-4,999</td> <td>\$2,500</td> </tr> <tr> <td>499-2,499</td> <td>\$1,250</td> </tr> <tr> <td>0-499</td> <td>\$500</td> </tr> </tbody> </table>		Multi-Family Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Multi-Family Household Baseline	Per Load Amount														
10,000+	\$5,000														
5,000-9,999	\$3,750														
2,500-4,999	\$2,500														
499-2,499	\$1,250														
0-499	\$500														
8	The occurrence of a Labour Disruption, if Contractor fails to (i) implement its Business Continuity Plan in respect of such Labour Disruption or (ii) fails to comply with Sections 4.6.1 or 4.6.2 of the Agreement in respect of such Labour Disruption.	An equitable reduction in the Fees to reflect the value of any SOW Services not received by Recycle BC plus \$5,000 per day of Labour Disruption.													
9	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Facility without the prior written permission of Recycle BC	\$25,000 per incident.													
10	Contractor fails to follow Designated Post-Collection Service Provider direction as per Section 2.1.5(d).	\$5000 per incident													

**ATTACHMENT 5 TO SCHEDULE 2.1(b)
FEES**

1. In this Attachment, the following terms will have the following meaning:

“Bonus Period” means each full calendar year day period during the SOW Term, commencing on January 1 and ending on December 31 of each year; provided, however, that (i) if the Service Commencement Date is not January 1, the initial Bonus Period shall commence on the Service Commencement Date and end on December 31 of that year and (ii) if the SOW Term does not end December 31, the final Bonus Period will commence of January 1 of that year and end on the date on which the SOW Term ends.

“Multi-Family Household Baseline” means the number of Multi-Family Households in Approved Multi-Family Buildings as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment 5.

2. In consideration for Contractor’s performance of the SOW Services, Recycle BC will pay Contractor:

(a) The selected (as indicated by an “x” in the associated check box) annual amount in the table below times the Multi-Family Household Baseline (to be payable in arrears, in equal monthly payments on net thirty (30) day terms):

Multi-Family Collection Fee		
	Collection Type	\$ per Multi-Family Household per Year
<input type="checkbox"/>	Single-Stream – Mixed Containers and Paper and Cardboard	\$19.60
<input checked="" type="checkbox"/>	Multi-Stream – Paper and Cardboard separate from Mixed Containers	\$31.20
<input type="checkbox"/>	Flexible Plastics - which must be segregated from all other PPP.	\$4.00

(b) Each of the following that are selected (as indicated by an “x” in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; and (ii) the Service Administration Top Up amount, in each case as set out in the table below times the Multi-Family Household Baseline (to be payable in arrears, in equal monthly payments on net thirty (30) day terms):

	Top Up Fee	\$ per Multi-Family Household per Year
<input checked="" type="checkbox"/>	Resident Education Top Up	\$1.25
<input checked="" type="checkbox"/>	Service Administration Top Up	\$2.15

Without limiting Contractor’s obligations under this Statement of Work (including the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of Multi-Family Building Collection.

- (c) If selected (as indicated by an “x” in the associated check box), the following per tonne amount, to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement:

Multi-Family Glass Bottles and Jars Fee	
<input type="checkbox"/>	Glass Bottles and Jars
	\$80.00

- (d) For each Bonus Period, the Achieved Bonus Amount times the average Multi-Family Household Baseline for such period, where the “Achieved Bonus Amount” is the performance bonus amount in the table below that corresponds with the Not Accepted Materials percentage by weight of materials collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the average Multi-Family Household Baseline for such period and the approved claims submitted for the Bonus Period. The Achieved Bonus Amount for a Bonus Period, if any, will be paid no later than July 1 of the following year.

For purposes of calculating the Achieved Bonus Amount, Recycle BC will apply a methodology, in its sole discretion, to calculate the average amount of Not Accepted Materials in Contractor’s collected material for calculating the Not Accepted Material percentage.

If the Bonus Period is a partial calendar year, the Achieved Bonus Amount will be calculated by Recycle BC on a pro-rated basis taking into account such factors as Recycle BC, acting reasonably, may consider relevant.

If Contractor also provides collection services to curbside households pursuant to another Statement of Work under the Agreement (“**Curbside Household Collection**”), and In-Scope PPP collected from Multi-Family Buildings under this Statement of Work is collected in a vehicle with In-Scope PPP collected in respect of Curbside Household Collection, then, for the purpose of calculating the amounts payable under this subsection (d), the Multi-Family Household Baseline will be adjusted to exclude the number of Multi-Family Households whose In-Scope PPP has been collected in this manner.

Calculation of Achieved Bonus Amount				
Not Accepted Materials percentage by weight	4.0% - 3.5%	≤ 3.4% - 3.0%	≤ 2.9% - 2.5%	≤ 2.4%
Achieved Bonus Amount	\$ per Multi-Family Household			
	\$0.50	\$0.75	\$1.00	\$1.25

3. Adjustment of Multi-Family Household Baseline.

- (a) On July 1 of each year, or on a date to be determined by Recycle BC, and at such other times as the parties may agree, Contractor will, in good faith, report and attest (in a form acceptable to Recycle BC) as to (i) the then-current number of Multi-Family Households in the Approved Multi-Family Buildings and (ii) the Multi-Family Buildings in the Service Area from which Contractor collects In-Scope PPP.

- (b) Recycle BC may also provide evidence of the then-current number of Multi-Family Households in the Approved Multi-Family Buildings. Based on Contractor's attestation and the evidence provided by Recycle BC, Recycle BC and Contractor will work in good faith to mutually agree on the new Multi-Family Household Baseline. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.
- 4. If the average annual amount of In-Scope PPP collected per Multi-Family Household by Contractor, in any twelve (12) month period (based on the Multi-Family Household Baseline), falls below forty-five (45) kilograms, then Recycle BC may require Contractor to, within ninety (90) days, prepare and submit to Recycle BC for approval a remediation plan designed to raise its collection yield above forty-five (45) kilograms per Multi-Family Household. Following approval of the remediation plan by Recycle BC, Contractor will execute the plan. Contractor will provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within ninety (90) days of beginning to execute the plan, then Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to increase collection yield, and, at Recycle BC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.
- 5. The Multi-Family Collection Fee and Top Up Fee will be adjusted each year, up or down, on the first day of January of each year. Recycle BC reserves the right to choose the adjustment mechanism to be used each year, as between (i) the results of a cost study that samples collection service providers to determine the costs associated with the performance of Multi-Family Building Collection services; and (ii) an adjustment that is based on the Consumer Price Index (CPI) for BC (All Items), which will be calculated as follows:
 - (a) Multi-Family Collection Fee or Top Up Fee = Multi-Family Collection Fee or Top Up Fee, as applicable, in the previous year x (1 + (percentage change in CPI/100)); where
 - (i) percentage change in CPI = (current year CPI – previous year CPI)/(previous year CPI) x 100%; and
 - (ii) each year's CPI is the published CPI on September 1st of the year prior.

District of Barriere

REPORT TO COUNCIL

Date: December 16, 2024	File: 530.20/Rpts
To: Council	From: Tasha Buchanan, Corporate Officer
Re: Appointment of 2025 By-Election Officers	

Background:

Section 54(4)(a) of the Local Government Act requires that Council appoint a Chief Election Officer and a Deputy Chief Election Officer to run a 2025 By-Election and Section 54(5) requires the Chief Election Officer (CEO) schedule the by-election no later than 80 days after the appointment.

Discussion:

Tasha Buchanan, Corporate Officer, has had significant experience working municipal elections in the capacity of Deputy Chief Election Officer since 2008 and as the Chief Election Officer in 2022. She has taken numerous Election training courses provided by the Local Government Management Association over the years with the most recent being taken online which was offered by the LGMA specifically for by-elections due to a number of local governments ending up in this position due to the Provincial election. Therefore, Ms. Buchanan is prepared to act as Chief Election Officer for this necessary by-election and Daniel Drexler, Deputy Corporate Officer and CAO, (who also has experiencing working General Elections) is prepared to act as Deputy Chief Election Officer.

As previously reported, it is the CEO's intention (if and when appointed) to schedule a by-election for **Saturday, March 1st, 2025**. Immediately upon this appointment, the CEO will notify the Minister of Municipal Affairs and the BC Chief Electoral Officer of the by-election as required by legislation.

Should Council approve this appointment, the key dates will be advertised as follows:

January 2, 2025	Nomination packages available
January 14, 2025 – January 24, 2025	Nomination period (begins at 9:00am January 14th and ends at 4:00pm January 24th)
February 1, 2025 – March 1, 2025	Campaign period
February 15, 2025	Advance Voting Day
February 19, 2025	Advance Voting Day
March 1, 2025	General Voting Day
March 2, 2025	First day candidate elected via acclamation can take oath of office
March 24, 2025	Anticipated Inaugural Council Meeting
May 30, 2025	Financing disclosure statement deadline
June 29, 2025	Financing disclosure statement late filing deadline with \$500 late filing fee

Recommendation: That Tasha Buchanan be appointed Chief Election Officer and that Daniel Drexler be appointed Deputy Chief Election Officer for the 2025 Municipal By-Election.

Attachments: Previous November 4, 2024 Memo to Council re: Potential By-Election Timeline

Prepared by: *Tasha Buchanan, Corporate Officer*
 Reviewed by: *Daniel Drexler, CAO*

District of Barriere
MEMO TO COUNCIL

Date: November 4, 2024	File: 530.20/Rpts
To: Council	From: Tasha Buchanan, Corporate Officer
Re: By-Election Process	

Background:

Section 54(4) of the Local Government Act (LGA) provides the legislative framework for municipal by-elections when a vacancy occurs within a Council. As Ward Stamer has resigned as Mayor from the District of Barriere Council on October 21, 2024, a by-election will be required in order to fill the resulting vacancy. The LGA requires that Council appoint a Chief Election Officer and a Deputy Chief Election Officer as soon as “reasonably” possible after a vacancy to run a 2024 By-Election.

Discussion:

Section 54(5) of the LGA requires the Chief Election Officer (CEO) schedule the by-election no later than 80 days after their appointment. Due to the upcoming holiday season and the complex legislative timing calculations, staff have reviewed a number of possible Council Meeting dates that Council could choose to appoint a CEO, and the resulting nomination periods and election dates that the CEO would therefore schedule as per legislation:

CEO APPT. MEETING DATE	RESIGNATION DEADLINE FOR ANY COUNCILLORS CHOOSING TO RUN FOR MAYOR	80 DAY DEADLINE DATE	RESULTING ELECTION DATE
November 18, 2024	Mon. December 2 nd	Thurs. February 6 th	Sat. February 1 st
December 16, 2024	Mon. December 30 th	Mon. March 6 th	Sat. March 1 st
January 6, 2025	Mon. January 20 th	Thurs. March 27 th	Sat. March 22 nd
January 20, 2025	Mon. February 3 rd	Thurs. April 10 th	Sat. April 5 th
February 10, 2025	Mon. February 24 th	Thurs. May 1 st	Sat. April 26 th
February 24, 2025	Mon. March 10 th	Thurs. May 15 th	Sat. May 10 th

Resulting Nomination Periods

GENERAL ELECTION DATE	NOMINATION START DATE @9am	NOMINATION END DATE @4pm
February 1 st , 2025	Friday, December 27 th , 2024	January 6 th , 2025
March 1 st , 2025	Tuesday, January 14 th , 2025	January 24 th , 2025
March 22 nd , 2025	Tuesday, February 4 th , 2025	February 14 th , 2025
April 5 th , 2025	Tuesday, February 18 th , 2025	February 28 th , 2025
April 26 th , 2025	Tuesday, March 11 th , 2025	March 21 st , 2025
May 10 th , 2025	Tuesday, March 25 th , 2025	April 4, 2025

It would be reasonable for Council to wait to appoint a CEO until at least its December 16th Regular Council Meeting as any earlier would result in a nomination period over the holiday season where many residents, potential candidates and staff may be on holiday or otherwise unavailable.

Council could consider it reasonable to delay the appointment until early in the new year, however, this could result in staff level conflicts during budget season during the election process and/or the newly elected candidate missing much of the Financial Plan and Tax Rate Bylaws review process.

Therefore, unless directed otherwise, it is staff's intention to place the CEO appointment consideration on the December 16, 2024 Regular Council Meeting agenda in order for that appointed CEO to be able to schedule a by-election for **Saturday, March 1st, 2025**. After that appointment, the CEO will notify the Minister of Municipal Affairs and the BC Chief Electoral Officer of the by-election as required by legislation.

If the appointment is made on December 16th, the simplified by-election timeline would look as follows:

January 6, 2025	Nomination packages available
January 14, 2025 – January 24, 2025	Nomination period (begins at 9:00am January 14th and ends at 4:00pm January 24th)
February 1, 2025 – March 1, 2025	Campaign period
February 15, 2025	Advance Voting Day
February 19, 2025	Advance Voting Day
March 1, 2025	General Voting Day
March 2, 2025	First day candidate elected via acclamation can take oath of office
March 11, 2025 – April 19, 2025	First (if no application for judicial recount has been made) and last day candidate elected via voting can take oath of office
May 30, 2025	Financing disclosure statement deadline
June 29, 2025	Financing disclosure statement late filing deadline with \$500 late filing fee

****Submitted for information***

Prepared by: *Tasha Buchanan, Corporate Officer*
 Reviewed by: *Daniel Drexler, CAO*

District of Barriere
REPORT TO COUNCIL

Date: December 16, 2024	File: 530.20/Rpts
To: Council	From: T.Buchanan, Corporate Officer
Re: DRAFT 2025 Regular Council Meeting Schedule and 2025 Deputy Mayor Rotation	

Background: An annual Council Meeting schedule must be approved by Council prior to the start of its new year and made available to the public.

Discussion: As reported in strategic planning sessions, staff will be presenting proposed changes to the District’s Council Procedure Bylaw to permit more flexibility in annual meeting scheduling to better accommodate holiday and convention date timing. In addition, the Regular Council Meeting start time is proposed to be changed from 7pm to 5:30pm. This time change is proposed to better accommodate those on Council who may benefit from meetings ending earlier in the evening due to early morning personal work schedules. This also shortens the lengthy day of both Council and staff that often results; especially for those meetings that run over 3 hours in length.

A draft Council Procedure Bylaw amendment is being presented at this Council Meeting. However, while Council Procedure Bylaws usually do note a general start time of Regular Council Meetings, they do not outline specific meeting dates as this is done annually by Council resolution. Council’s consideration of the draft Council Procedure Bylaw will also be advertised as per legislation prior to its potential adoption in January.

During that bylaw amendment process, should Council choose to not change its Regular Meeting start time or makes other changes that could alter this approved schedule, the annual schedule would come back to Council for reconsideration.

Attached is the draft 2025 Regular Council Meeting Schedule.

In addition, a Deputy Mayor rotation schedule is also approved annually by Council. As 2025 will have a by-election, the Deputy Mayor schedule attached is left blank from April – December 2025 until such time as the newly elected candidate takes office. The remaining rotation schedule will then automatically go by alphabetical order.

Recommendation: THAT Council approve the 2025 Regular Council Meeting Schedule and 2025 Deputy Mayor Schedule as presented.

Prepared by: T. Buchanan, Corporate Officer
Reviewed by: Daniel Drexler, CAO

Attachments: Draft 2025 Regular Council Meeting Calendar & Schedule
Draft 2025 Deputy Mayor Schedule

2025

January '25						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February '25						
Su	M	Tu	W	Th	F	Sa
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16	17	18	19	20	21	22
23	24	25	26	27	28	

March '25						
Su	M	Tu	W	Th	F	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April '25						
Su	M	Tu	W	Th	F	Sa
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May '25						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June '25						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July '25						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August '25						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September '25						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October '25						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November '25						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December '25						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

District of Barriere Regular Council Meetings						
SILGA		April 30-May 3			Kamloops	
UBCM		September 16-20			Vancouver	
Stat Holidays						
Office Closures						

District of Barriere



Schedule of 2025 Council Meetings

**Important* – Please note that meeting dates are subject to change. Any meeting date changes will comply with the required public notice as mandated by legislation. Please contact the District Office for meeting date confirmation (250) 672-9751*

January	13	Regular Council Meeting	5:30pm
February	3	Regular Council Meeting	5:30pm
	24	Regular Council Meeting	5:30pm
March	10	Regular Council Meeting	5:30pm
	24	Regular Council Meeting	5:30pm
April	14	Regular Council Meeting	5:30pm
May	5	Regular Council Meeting	5:30pm
	26	Regular Council Meeting	5:30pm
June	9	Regular Council Meeting	5:30pm
	23	Regular Council Meeting	5:30pm
July	21	Regular Council Meeting	5:30pm
August	18	Regular Council Meeting	5:30pm
September	15	Regular Council Meeting	5:30pm
October	6	Regular Council Meeting	5:30pm
	27	Regular Council Meeting	5:30pm
November	17	Regular Council Meeting	5:30pm
December	15	Regular Council Meeting	5:30pm



Due to the postal strike, we encourage residents to sign up to have their upcoming (*due to be sent out during the 2nd week of January with a February due date*) utility bills emailed to them.

Please email inquiry@barriere.ca , with the email address that you would like us to use, name and address before Dec 31st 2024 and we will have that set up for you. Please check your spam/junk folder in January in case it goes there.

As an additional reminder: If there are currently any outstanding utility balances as of December 31, 2024, those outstanding accounts will be transferred to the property owners 2025 taxes.

Payments can be made online, drop-box, e-transfer – payments@barriere.ca or credit card through Option Pay on our website- www.barriere.ca Payments will be checked regularly. Email- inquiry@barriere.ca

The District of Barriere Office Holiday Schedule:

Dec. 23rd – Jan.1 – Office CLOSED

Thursday Jan. 2 – Return to Regular Hours – 8:30am – 4:30pm

Please refer to your garbage collection card for any changes over the Holidays or to the District website- www.barriere.ca

Call 250-672-9751 if you have any questions.

Happy Holidays!

Tasha Buchanan

Subject: Cathy Peters on Tariffs coming, UNDRIP impact, drugs/sex trafficking
Attachments: IMG_4717.jpg; IMG_4781.jpg

From: ca.peters@telus.net <cathy@telus.net>
Sent: Tuesday, December 3, 2024 9:20 AM
To: Inquiry <inquiry@barriere.ca>
Subject: Cathy Peters on Tariffs coming, UNDRIP impact, drugs/sex trafficking

Dear Mayor and District Council of Barriere,
Thank you to those that visited my booth at the UBCM Tradeshow this past September.
I spoke with hundreds of civic leaders, the Premier and Governor General (attached photo).

3 concerns and what you can do:

1. Tariffs are coming from the USA unless the border is secure and drug flows addressed.
Alert the Prime Minister and Premier Eby that the border is porous, ports are unpoliced, criminal activity is undeterred (organized crime and international crime syndicates). These need to be addressed quickly.
2. UNDRIP will be applied to all acts pertaining to the access to lands:
lands, forestry, agriculture, mines, mineral tenure, fishing, parks, ski resorts, recreational boating, etc.
Request the provincial government be transparent about the UNDRIP process allowing for ongoing input from all British Columbians.
3. Drugs and sex trafficking are dramatically increasing in every community in BC.
The full decriminalization of drugs policy in BC needs to be reversed.
"Drug decriminalization is the most horrific failure of public policy in 30 years.
Rather than reduce drug use, it has normalized the practice and acted as a catalyst for public disorder."
Shaun Wright, retired RCMP superintendent of Prince George, BC.
Note: The normalization of hard drug use has exacerbated human sex trafficking and are inextricably linked.

ASK: Please confirm this email has been shared with the Mayor and Council.

Please contact me for more information as needed.

Sincerely, Cathy Peters
BC anti human trafficking educator, speaker, advocate
beamazingcampaign.org
1101-2785 Library Lane,
North Vancouver, BC V7J 0C3
Queen's Platinum Jubilee Medal recipient for my anti human trafficking advocacy work
Author: **Child Sex Trafficking in Canada and How to Stop It**



THE VILLAGE OF
NAKUSP

November 21, 2024

Honourable Josie Osborne
Minister of Health
PO Box 9050
STN PROV GOVT
Victoria BC, V8W 9E2
HLTH.Minister@gov.bc.ca

To Honorable Josie Osborne, Minister of Health,

RE: BC Alert-Ready Program to include Health Services for notification of Emergency Room Closures

Citizens within our small rural community are outraged by the Health Authority's lack of communication when the Emergency Room at our local hospital unexpectedly closes. Rural communities are left in life-or-death situations when an ER is unexpectedly closed and effective notification is not issued. If our residents serviced by the Arrow Lakes Hospital arrive to find the ER closed, the next closest ER is two and a half (2.5) hours away. Knowing ahead of time the Arrow Lakes Hospital ER is closed allows people to respond appropriately in a time of crisis. Knowing they must travel to another hospital will save valuable time when it matters most.

We know we are not the only community in BC affected by sudden ER closures that occur without adequate public notice. However, we acknowledge that the province already has a tool to provide the public with the necessary notifications. The Province's Alert-Ready system can notify citizens and other emergency service providers about ER closures. This will save lives and ensure people are not wasting valuable time by travelling to an ER that is temporarily closed.

The Province's Alert-Ready program states that the alert must meet the following criteria before proceeding:

- There is a threat to human life
- The threat is immediate
- There are recommended actions that may save lives.

An emergency room closure, whether planned or unplanned, threatens human life. The threat is immediate, and there is a recommended action that can save lives.

On October 16, 2024, Council for the Village of Nakusp resolved the following R232/24:

THAT staff be directed to write a letter to the Provincial Government requesting they include the Provincial Health Services in their Alert Ready program to communicate with the public and advise of Emergency Room closures.



THE VILLAGE OF
NAKUSP

With best regards,

Tom Zeleznik
Village of Nakusp, Mayor

Cc:
Honourable Garry Begg, Minister of Public Safety and Solicitor General
MLA Brittany Anderson
All BC Municipalities

Barriere and Area
Chamber of Commerce presents

COMMUNITY CHRISTMAS DINNER DECEMBER 25th

Dine in, Take out OR Delivery

Contact the Barriere Chamber to make your reservation,
4609 Barriere Town Road, call 250-672-9221 or
email bcoc@telus.net by December 19th.



FIRST QUANTUM
MINERALS



BARRIERE AND AREA
CHAMBER OF COMMERCE



Barriere & District
FoodBank
Society



ARMOUR MOUNTAIN
Bookkeeping & Tax Services Inc.

the **print**room

Barriere
LAUNDROMAT

250-299-9038



I.D.A.



Interior
Savings





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NEW TO CANADA?

REGISTER HERE



FREE SERVICES FOR IMMIGRANTS



Advocacy, crisis and
community support



Monthly workshops
and activities



English language
practice



Documents renewal



Employment services



Temporary foreign
workers support

CONTACT US



kate@kcris.ca - 250 682 1718



david.cazares@kcris.ca - 250 299 4930



1-866 672 0855



www.immigrantservices.ca