Village of Lytton
Council Meeting
Agenda - Wednesday March 23, 2022 at 7:00 pm
Conducted via Zoom

1 CALL TO ORDER

2 ADOPTION OF AGENDA

2.1 Agenda for the March 23, 2022 Regular Council Meeting

2.2 Introduction of Late Items

THAT *Council adopt the agenda for the March 23, 2022 Regular Council meeting as amended to include two late items under section 9 - Correspondence from the Lytton Museum and Archives and the Two Rivers Community Service Society.*

3 DELEGATIONS

4 PUBLIC COMMENT

Public are invited to comment on matters pertaining to the agenda, for up to two (2) minutes. Speakers will be asked to state their name, address and agenda item number once speaking.

5 ADOPTION OF MINUTES

5.1 Minutes of the Regular Council Meeting

THAT *the minutes of the Regular Council Meeting held on Wednesday March 9, 2022 be adopted as presented/amended.* **p. 6-11**

6 BUSINESS ARISING FROM THE MINUTES/UNFINISHED BUSINESS

6.1 Business Arising from the Minutes

a) Unmet Needs Committee **p. 12-16**
Decision of Council

6.2 Unfinished Business

a) **Contract Award for Archaeology and Heritage Monitoring** **p. 17-19**

THAT *Council approve a direct award contract to A.E.W. LP, (professional archaeology consulting firm) in the amount of up to $486,326, to perform the role of archaeology and heritage monitoring during the debris clean-up and remediation in the Village of Lytton; and*

THAT *the Mayor and CAO be authorized to execute the agreement with A.E.W. LP.*

7 STAFF REPORTS

7.1 Chief Administrative Officer

a) Recovery Plan Updates (March 9 - present)

b) Gift Card Donations (CN Rail) **p. 20-21**
Decision of Council

c) Municipal Enabling and Validation Act - Bill 2 (For Information) **p. 22-23**

7.2 Chief Financial Officer

a) Budget Timelines (Verbal Update)

b) ICBC Vehicle Replacement (Verbal Update)

c) Insurance Coverage for Contractors (Verbal Update)

THAT *the following contractors be included in the Municipal Insurance Association – Service Provider Agreement insurance policy for work performed for the Village of Lytton, effective their contract dates, as amended and renewed, as follows:*

- *Owen Collings 11/22/2021*
- *Nikki Best 12/08/21*
- *Bev Kennedy 03/10/22*
- *Yvonne Turgeon 03/01/2022*
- *Terry Hawes 02/01/22*

7.3 Corporate Officer

7.4 Economic Development Officer

7.5 Public Works

7.6 Fire/Rescue

8 BYLAWS, POLICIES AND RESOLUTIONS

8.1 Fees and Charges Amendment Bylaw 713, 2022 (Water and Sewer) **p.24-28**

1. ***THAT*** *Village of Lytton "Fees and Charges Amendment Bylaw No. 713, 2022" be introduced and read a first time.*

2. ***THAT*** *Village of Lytton "Fees and Charges Amendment Bylaw No. 713, 2022" be read a second and third time.*

8.2 Policy Adoption - No. 2022-05 Donations **p. 29-35**

THAT *Council adopt No. 2022-05 Donation Policy and;*

THAT *the CAO be directed to introduce and implement the policy to Village of Lytton staff and applicable contractors.*

8.3 Delegation Bylaw 714 & Procurement and Purchasing Policy 2022-06 **p. 36-38**

1. ***THAT*** *Council give first reading to "Delegation of Authority Bylaw No. 714, 2022."* **p. 39-46**

2. ***THAT*** *Council give second and third reading to "Delegation of Authority Bylaw No. 714, 2022."*

3. ***THAT*** *Policy No. 2022-06 "Procurement and Purchasing Policy" be adopted as presented at the March 23, 2022, Regular meeting of Council.* **p. 47-95**

9 CORRESPONDENCE

9.1 Correspondence for Action

a) 2022-03-07 – Northern Development regarding 2022 Economic Development Capacity Building program grant approval ($50,00) **p. 96**

THAT *Council accept the $50,000 from Northern Development and refer to staff regarding the hiring, implementation and required reporting for reimbursement of wages for the Economic Development Officer role.*

[Late Items]

b) 2022-03-07 Lytton Museum and Archives Society
c) 2022-03-21 - Two Rivers Community Service Society

9.2 Correspondence for Information

a) 2022-02-25 – Invite Permanent Mission of the Marshall Islands **p. 97**

b) 2022-03-10 – City of Abbotsford regarding future support for UBCM Resolution on the *Emergency Preparedness Act* **p. 98**

c) 2022-03-13 – Ernie Wagner regarding propane tank clearance requirements **p. 99 -100**

d) 2022-03-15 – District of Elkford regarding Milk Container Recycling in British Columbia **p. 101**

e) 2022-03-15 – Village of New Denver regarding Ukraine **p.102**

THAT *correspondence items 9.2(a)-9.2(e) of the Regular Council meeting of March 23, 2022 be received.*

10 REPORTS FROM MAYOR AND COUNCILLORS

10.1 Mayor Polderman

10.3 Councillor Hay

10.4

Councillor Graie
Notice of Motion - Moved by Councillor Graie

WHEREAS *the Village of Lytton experienced a catastrophic fire on June 30, 2021 resulting in 90% of the community structures being destroyed;*
WHEREAS *the majority of the structures lost were residential housing;*
WHEREAS *there is funding available under climate action initiatives through various partners to assist to build to net zero ready; now therefore*
BE IT RESOLVED:

THAT *the concept of net zero ready and net zero building be re-introduced into the building bylaw; and*

THAT *Staff be directed to work with FCM to understand and apply for funding under the Green Municipal Fund to create energy efficient housing and buildings.*

11 REPORTS FROM COMMITTEES OF COUNCIL AND COMMISSIONS

11.1 Citizens' Advisory Committee (CAC)

a) Meeting Report and Minutes
   I. February 16, 2022 CAC Minutes **p. 103-104**
   II. March 2, 2022 CAC Minutes **p. 105-106**

b) CAC – Terms of Reference (Amended) **p. 107-113**

THAT *Council receive the February 16 and March 2, 2022 minutes, and acknowledge receipt of the amended CAC Terms of Reference as presented.*

12 New Business

13 Calendar of Events/Outstanding Items List

a) Budget Open House - March 31, 2022 – 6-8PM
b) Citizens' Advisory Committee Meeting April 6, 2022
c) Regular Council Meeting, April 13, 2022
d) Easter Weekend / Holidays – April 15-18, 2022 (Office closures)

14 Closed Meeting

a) Items to be Released from Closed Session

22-051C - Moved by Councillor Graie, Seconded by Councillor Hay
THAT *Council engage B.A. Blackwell and Associates Ltd. to complete a Community Wildfire Protection and Recovery Plan with the funds to be allocated from the Institute for Catastrophic Loss Reduction for an amount of $33,688.50; and*
THAT *Council approve the Mayor and CAO to execute the required documents.*

CARRIED

22-053C - Moved by Councillor Hay, Seconded by Councillor Graie
THAT *the Village of Lytton enters into the Core Operations Funds Agreement for the amount of $2.1 million dollars in grant funds and that the Mayor and Corporate Officer be authorized to sign the agreement.*

CARRIED

b) Closed Session

THAT *Council close the meeting to the public to discuss matters related to Community Charter Sections:*

- *90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;*
- *90(2)(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party;*

15 Adjournment

15.1 Adjournment of the March 23, 2022 Regular Council Meeting

THAT *the March 23, 2022 Regular Council Meeting be adjourned.*

Village of Lytton
Council Meeting
Minutes - Wednesday March 9, 2022 at 7:00 pm
Conducted via Zoom

Council Present: Mayor Polderman, Councillor Graie, Councillor Hay

Staff Present: Leslie Groulx, Acting CAO
Ron Mattiussi, Policy Group Liaison Advisor
Terry Hawes, Financial Officer
Ron Dickinson, Director of Development and Planning
Nikki Best, Legislative Services Consultant

1	**Call to Order**		
2	**Adoption of Agenda**		
	2.1	**Agenda for the March 9, 2022 Regular Council Meeting**	
	2.2 **22-072**	**Introduction of Late Items** ***Moved by Councillor Graie, Seconded by Councillor Hay*** ***THAT*** *Council adopt the agenda for the March 9, 2022 Regular Council meeting as amended to remove item 6.2 and reflect the correct meeting year and date references.*	**CARRIED**
3	**Delegations**		
	3.1	**Mt Cheam Lions Charitable Society re: Cheque Presentation – Steve Somerset, Treasurer** Steve Somerset, Treasurer presented the Village of Lytton with a cheque valued at $51, 000. Mayor Jan Polderman thanked the Mt. Cheam Lions	
	3.2	**Sophie Guilbault, Institute for Catastrophic Loss Reduction, and Kelsey Winter, BC Wildfire Service, FireSmart Canada re: Wildfire Components of Building Bylaw 711**	
	3.3	**RCMP – Quarterly Report, Sgt. Clay** Sgt. Clay reported an average number of calls for service, majority of files are related to traffic. Location messaging will be more specific moving into the second quarter. Deployment of the temporary detachment is delayed due to access of equipment and facilities, which then will lead into increasing the temporary footprint and public access capacity while reworking a new plan. The goal with this new direction is to provide walk-in and counter services like police records checks. New constable will be on the ground for orientation beginning Thursday, March 10, 2022 with anticipated boots on the ground by mid-April.	

4	**Public Comment**		
	Public are invited to comment on matters pertaining to the agenda, for up to two (2) minutes. Public asked questions pertaining the ICLR presentation		
5	**Adoption of Minutes**		
	5.1 **22-073**	**Minutes of the Regular Council Meeting** ***Moved by Councillor Hay, Seconded by Councillor Graie*** ***THAT*** *the minutes of the Regular Council Meeting held on Wednesday February 23, 2022, be adopted as amended to correct the typo in item 10.*	**CARRIED**
	5.2 **22-074**	**Minutes of the Special Council Meeting** ***Moved by Councillor Hay, Seconded by Councillor Graie*** ***THAT*** *the minutes of the Special Council Meeting held on Wednesday March 2, 2022 be adopted as presented.*	**CARRIED**
6	**Business Arising from the Minutes/Unfinished Business**		
	6.1	**Business Arising from the Minutes**	
		a) Integrated Design Process Guide (Verbal Update) Staff noted that there has not been any uptake on this offer ***Council Resolution 22-060*** ***THAT*** *staff be directed to post the Integrated Design Process Guide on the Village of Lytton website for village residents who are interested in participating in the process to contact the Village by email.*	
7	**Staff Reports**		
	7.1	**Chief Administrative Officer** a) Recovery Plan Updates (February 23-present) CAO Groulx gave an overview of: · The $18.2 million grant announcement from the Province of BC, and witnessed the removal of some the debris this week. · Jack Keogh has been appointed as the team lead as Housing Recovery Manager. · Yvonne Turgeon has hired part-time for communication support and will be introducing a paper newsletter in the mail for those without internet access. · The Building Amendment Bylaw 711 has received significant feedback and staff will be bringing the bylaw back to the next March Council meeting. · The Official Community Plan bylaw needs updating and Mr. Ron Mattiussi will be working on this item. · The is a need for a Regional Economic Development Strategy -	

		staff is seeking funding, the development will include consultation from the community stakeholder and partners. · Internally, the staff are working on updating polices ie: respectful workplace policy, conflict of interest and others. b) Policy Adoption	
	22-075	***Moved by Councillor Graie, Seconded by Councillor Hay*** ***THAT*** *Council adopt the following Policies as outlined in the Staff Report dated March 9, 2022:* 1. *No. 2022-02 Travel Expenses* 2. *No. 2022-03 Working Alone* 3. *No. 2022-04 Council / Administration Protocol; and* ***THAT*** *Administration be directed to communicate the implication of these policies to the Village Staff.*	**CARRIED**
	7.2	**Chief Financial Officer**	
		a) Budget Timelines CFO Hawes reported on the updated Budget Timelines which will be posted on the Lytton.ca website. **b) ICBC Vehicle Replacement** (Verbal Update) CFO Hawes reported the claim for the two lost Village vehicles was accepted and the Village has received the financial amounts for both.	
	7.3	**Corporate Officer** CAO Groulx reported that due to unavoidable situation Ms. Story is unable to fulfil her duties as Chief Election Officer, and has requested a replacement in her stead.	
	22-076	***Moved by Councillor Graie, Seconded by Councillor Hay*** **THAT** pursuant to Section 58(1) and (2) of the Local Government Act, Bev Kennedy be appointed as the Chief Election Officer for conducting the 2022 Spring By-Election for the Village of Lytton with power to appoint other election officials as required for the administration and conduct of the by-election. **AND FURTHER THAT**, the appointment of Shannon Story as Chief Election Officer be rescinded.	**CARRIED**
	7.4	**Economic Development Officer**	
	7.5	**Public Works**	
	7.6	**Fire/Rescue**	

8	**Bylaws, Policies and Resolutions**		
	8.1 **22-077**	**Council Remuneration Bylaw 709, 2022** ***Moved by Councillor Graie, Seconded by Councillor Hay*** ***THAT*** *Village of Lytton "Council Remuneration Bylaw No. 709, 2022" be adopted.*	**CARRIED**
9	**Correspondence**		
	9.1 **22-078**	**Correspondence for Action** a) March 4, 2022 - Paul Kovacs, Executive Director, Institute for Catastrophic Loss Reduction Community Wildfire Protection and Recovery Plan Funding ***Moved by Councillor Hay, Seconded by Councillor Graie*** ***THAT*** *Council accept the fund provided from the Institute for Catastrophic Loss Reduction for the development of a Community Wildfire Protection and Recovery Plan and post relevant news and developments to the website.*	**CARRIED**
	9.2 **22-079**	**Correspondence for Information** a) 2022-02-16 – Village of Zeballos Donation ($200) Council requested that staff send a thank you to the Village b) 2022-02-22 – Town of Oliver re: BC Wildfires Petition c) 2022-02-24 – Vancouver Sun Article sent from Mary R. Lane re: Lytton naming and history. d) 2022-03-01 – SILGA 2022 AGM & Conference ***Moved by Councillor Hay, Seconded by Councillor Graie*** ***THAT*** *correspondence items 9.2(a)-9.2(d) of the Regular Council meeting of March 9, 2022 be received.*	**CARRIED**
10	**Reports from Mayor and Councillors**		
	10.1	**Mayor Polderman** Mayor Polderman reminded residents that to speed up the timeline for sifting and debris removal, to contact Owen Collins at 778-254-2483. Residents that live on First and Second Street is the area to be concentrated on after the public building debris cleanup is done. Mayor Polderman noted the new building bylaw should cover 80% the unique topography of Lytton which – a development variance can be applied for where needed.	

	10.3	**Councillor Hay** Councillor Hay thanked the Province of BC for the generous donation. and then reported that he attended a start-up meeting at the resiliency centre. Councillor Hay noted a positive newspaper article that cited the debris removal was starting at the Museum, when in fact it was starting at the Fire Hall.	
	10.4	**Councillor Graie** Councillor Graie reported that BC Hydro contacted her regarding the services proposal and that there may be a hybrid option regarding the rebuild. Councillor Graie noted that the integrated design process is a cooperative process deigned to save time and costs for builders and should any members of the public have questions they are welcome to contact her. Councillor Graie thanked the province for their generous contributions to Lytton, to staff for their work, and provided general well wishes on the rebuild ahead.	
11	**Reports from Committees of Council and Commissions**		
	11.1	**Citizens' Advisory Committee** a) March 2, 2022 Meeting Report a. ICLR Presented to the committee b. Terms of Reference are in process of approval	
	22-080	***Moved by Councillor Graie, Seconded by Mayor Polderman*** That the amended CASC Terms of Reference be approved as verbally described by Councillor Hay. *(Note from Legislative Services: The TOR document was not presented for public viewing or included in the Councillor package by Councillor Hay – Therefore, consider introducing a motion adding this document to a future agenda for re-approval or posting on the website for public viewing).*	**CARRIED**
12	**New Business**		
13	**Calendar of Events/Outstanding Items List**		
	a) Citizens' Advisory Committee Meeting March 16, 2022 b) Regular Council Meeting, March 23, 2022 c) Budget Open House - March 31 – 6-8PM		

14	**Closed Meeting**		
	a) Items to be Released from Closed Session ***22-043C*** *- Moved by Councillor Hay, seconded by Councillor Graie* ***THAT*** *Council direct staff to contract with Yellowhead Community Services Society (Jack Keough, Project Lead) to perform the role of Housing Development Manager to lead the strategic planning of the housing portfolio for the Village of Lytton; and* ***THAT*** *the contract term be approved from March 7, 2022 to December 31, 2022 with the option to renew by mutual agreement and a resolution of Council; and* ***THAT*** *the Mayor and CAO be authorized to execute the agreement with Yellowhead Community Services Society.* **CARRIED**		
	b) Closed Session ***Moved by Councillor Graie, Seconded by Councillor Hay*** ***THAT*** *Council close the meeting to the public to discuss matters related to Community Charter Sections:* · *90(1)(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;* · *90(1)(c) labour relations or other employee relations;* · *90(1)(j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act;*		
15	**Adjournment**		
	15.1	**Adjournment of the March 9, 2022 Regular Council Meeting** ***Moved by Councillor Hay*** ***THAT*** *the March 9, 2022 Regular Council Meeting be adjourned at 8:33 pm.*	

_____ _____

Jan Polderman, Mayor Leslie Groulx, CAO/Corporate Officer

REPORT TO COUNCIL

DATE: March 23, 2022
TO: Mayor & Council
FROM: **Acting Chief Administrative**
SUBJECT: **Unmet Needs Committee**

Request for: ☒ Direction ☐ Decision ☐ Information

Recommendation:

DECISION OF COUNCIL

Background:

In November 2021, Council directed staff to establish an Unmet Needs Committee and in December Council adopted the Terms of Reference as presented. Resolution provided below:

21-238	*Moved by Councillor Leitch, seconded by Councillor Hay,* ***THAT*** *Village of Lytton establish an Unmet Needs Committee as per the proposed Terms of Reference to act as an advisory body to the Council in regard to issues of needs highlighted during the rebuild of the community.*	**Carried**
21-239	**a) Gift Card Donations** *Moved by Councillor Leitch, seconded by Mayor Polderman,* ***THAT*** *Council remove gift card donations from the Terms of Reference for the Citizens' Advisory Committee, and assign them to the Unmet Needs Committee.*	**Carried**

Discussion:

Council approved a Terms of Reference (TOR) to establish an Unmet Needs Committee on December 1, 2021. The purpose of the committee is "*To advise and make recommendations to the Council on issues pertaining to unmet needs during the rebuild and recovery of the Village of Lytton".*

Under s. 3 of the Short-Term Recovery Plan goal #3 - Establish an Unmet Needs Committee and Resilience Centre

a) *This is best practice for recovering communities to carry out. It is recommended that the Village establish an unmet needs committee to expand upon the details found in the survey conducted by the Province in addition to linking community members to case managers with the CRC. A Resilience Centre could also be opened immediately and stay open for the years to come as a one-stop-shop for residents to gather information on recovery and services available.*

The Resiliency Centre was setup in November and has seen an increase in attendance of Not-For-Profit organizations (Red Cross, DPS, United Way, Community Futures, etc) who offer a variety of supports to community residents. The centre opened with three (3) days per week and is now open five (5) days per week.

On December 1, 2022 Council passed a resolution to remove the responsibility of managing the gift card donations from the Terms of Reference for the Citizens' Advisory Select Committee, and assign them to the Unmet Needs Committee.

Terms of Reference for an Unmet Needs committee has been adopted and call for committee members was posted, there was minimal interest in at that time. In late January a second call for committee representatives was posted on the Village website and Facebook page with a closing date of February 18, 2022.

There are four submissions of interest to participate in the Unmet Needs Committee. The submissions are listed as follows:

1. Fandrich, Meghan
2. Lightfoot, Jessoa
3. McCann, Nonie
4. O'Connor, Denise

Under the TOR the committee composition includes 1) Council member; 1) Lytton Staff Lead; 1) representative from the business community; 2-4 community members; and 1) representative from Lytton First Nation. There is no reference to management of donations under the adopted TOR.

Next steps are to determine if the committee moves forward, amend the TOR to included management of donations, and to connect with the business community and Lytton First Nation with an invitation to request a representative on the committee.

Short Term Recovery Plan (if applicable):

s. 3 – Other Financial & In-Kind Supports - Establish an Unmet Needs Committee and Resilience Centre

Financial Impact:

The financial impact of this committee are staff time dedicated to the committee for support, cost to this are unknown.

Communication to the Public:

The direction of Council will be communicated to the public through the Village website and Facebook page.

Options for Consideration:

Option 1: That Council moves forward with the establishment of the Unmet Needs Committee, amends the TOR to include management of donations; appoints one council member to the committee; one key staff lead; direct staff to correspond with the business community and Lytton First Nation for one representative each and further appoint the following four community members: Meghan Fandrich, Jessoa Lightfoot, Nonie McCann, and Denise O'Connor.

Option 2: That Council reconsiders the need for a standalone Unmet Needs Committee and move the function under the Citizen's Advisory Select Committee.

Option 3: Do nothing

Respectfully submitted,

Leslie Groulx, MMC
A/Chief Administrative Officer

Attachments: Unmet Needs Committee – Terms of Reference adopted Dec 1, 2021

Unmet Needs Committee
Terms of Reference

Adopted: December 1, 2021

Authority:
The Unmet Needs Committee will act as an advisory body to the Council for the Village of Lytton in regards to issues of needs highlighted during the rebuild of the Village of Lytton.

***Community Charter* Section 142-Select Committees**

1. A council may establish and appoint a select committee to consider or inquire into any matter and to report its findings and opinion to Council.
2. At least one member of a select committee must be a council member.
3. Subject to subsection (2), person(s) who are not council members may be appointed to a select committee.

Purpose:
The purpose of the Unmet Needs Committee is to:
To advise and make recommendations to the Council on issues pertaining to unmet needs during the rebuild and recovery of the Village of Lytton.

Composition (Stakeholders):

- One Council Member
- Lytton Recovery Manager (staff lead)
- Representative from Lytton's Business Community (1)
- Village of Lytton Community Members (2-4)
- Representative from Lytton First Nation

Responsibilities:

- Advise on how donations should be managed and distributed;
- Oversee volunteers and their deployment;
- Identify and coordinate partnerships with governmental agencies to provide services to Lytton; and
- Identify and coordinate partnerships with non-governmental agencies to provide services to Lytton.

Appointment and Duration:

- Committee Members will be appointed by resolution of Council with the exception of the external stakeholders who will appoint a member to represent their organization.
- The committee and appointments shall be for a one-year term.

Reporting:

- The committee reports back to Mayor and Council through the Council representative on the Committee; and

- A designated committee representative may appear as a delegation before Council where relevant.

Meetings:

- The committee shall meet monthly.
- The Chair and Recovery Manager may cancel or schedule additional meetings as required.

Protocol and Procedures

1. Meeting Agendas and Minutes
   - All meetings must have an agenda.
   - Each member of the Committee must be in receipt of an agenda prior to the meeting.
   - Meetings are to be kept to a maximum of one and one-half hours (1.5).
2. Consensus Decision-making
   - The Unmet Needs Committee members will not vote on any issues.
   - When a decision or direction is required, it is to be achieved through consensus.
3. Conduct
   - The Unmet Needs Committee shall conduct themselves in a respectful manner in all of their dealings with each other and the Council as a whole.
     - Members must abstain from discussion and voting on a matter where they have a real or perceived conflict of interest.

Governance:

- The Committee will appoint a Chair at the initial meeting.
- The committee meetings will follow Roberts Rules of Order.
- The committee meetings are open to the public.

REPORT TO COUNCIL

DATE: March 23, 2022
TO: Mayor & Council
FROM: **Recovery Project Manager**
SUBJECT: **Contract Award for Archaeology and Heritage Monitoring**

Request for: ☐ Direction ☒ Decision ☐ Information

Recommendation:

THAT Council approve a direct award contract to A.E.W. LP, (professional archaeology consulting firm) in the amount of up to $486,326, to perform the role of archaeology and heritage monitoring during the debris clean-up and remediation in the Village of Lytton; and

THAT the Mayor and CAO be authorized to execute the agreement with A.E.W. LP.

Background:

The Village of Lytton Wildfire Debris Removal Program commenced in early March 2022. It is known that the Village of Lytton was partially built on an ancient archaeological site and burial ground, these areas are protected under the British Columbia Heritage Conservation Act. The Village of Lytton is committed to preserving the Nlaka'pamux heritage and reducing impacts to Nlaka'pamux heritage during the debris removal and remediation work. The best way to comply with the Heritage Conservation Act and to protect Nlaka'pamux heritage is through diligent application of heritage monitoring and following the monitoring guidelines developed by the Kumsheen Heritage Management Committee and by retaining an Archaeologist to be the qualified individual who will sign on to the Heritage Investigation Permit and any required Site Alteration Permits.

Discussion:

Currently, the Village of Lytton has commenced debris removal and remediation activities across the community. In order to expedite the project schedule, the Village of Lytton requires a professional archaeology consulting firm to complete the Heritage Monitoring activities, sign on to the Heritage Investigation Permit and support any required Site Alteration Permits.

Staff are recommending a direct award contract for the following Work:

- **Archaeology and Cultural Monitoring** –to A.E.W. LP in the amount of $486,326 These funds will allow for full time Heritage Monitoring for up to 6 months while

debris removal and remediation activities take place across the entire Village and including uninsured and under insured properties. Additional approvals may be required as the project progresses, and additional monitoring or investigations are required.

A.E.W was formed in 2017 by Nlaka'pamux Nation Tribal Council (NNTC) member communities to carry out "on the ground" work related to archaeology, the environment and wildlife protection. This work has been made necessary by activities of others within the Nlaka'pamux homeland including transportation, mining, forestry, oil and gas, and utilities projects. Through this ongoing work, A.E.W has developed the local capacity to support the Lytton Recovery project and are supported by Nlaka'pamux member communities to provide this specialized work.

Village Staff understand the necessary partnership with the First Nation communities when it comes to protection and preservation of Nlaka'pamux heritage. Staff recommends that A.E.W and their local workforce provide professional archaeology consulting services to undertake the specific works for the Village.

Short Term Recovery Plan (if applicable):

Aligns with Short Term Recovery Plan items:

- #1 - Safe Return / Re-Entry
- #7 - Critical Infrastructure

Financial Impact:

The funding for these works are included in the $6.26 mil grant recently announced from the Ministry of Municipal Affairs and Housing, of which $1.3mil was identified for these and other associated works to the debris removal. The remaining funds if required will be sourced depending on any additional required scope of works, and a further report will be brought back to Council for approval

The proposed A.E.W. fee breakdown is shown in the table below:

	Labour	Hours	Expenses	
Project management, coordination, quality control	$ 74,259.50	578.50	$ 41,606.60	
External field fees and expenses	$ -	0.00	$ 8,643.40	
AEW field crew fees and expenses	$ 292,816.00	3320.00	$ 33,810.00	
Drafting / Mapping	$ 8,063.00	76.00		
Reporting and Review	$ 27,127.50	206.50		
TOTAL	**$ 402,266.00**	**4181.00**	**$ 84,060.00**	**$ 486,326.00**

Communication to the Public:

If approved by Council, Staff will notify the public of an Intent to Award on BC Bid, Resident Updates on Village website and communicated to the Ministry of Municipal Affairs and Housing.

Options for Consideration:

Option 1: That Council direct staff to enter into contract with A.E.W. LP for the provision of Archaeology and Heritage Monitoring in the amount of $486,326.00.

Option 2: That Council direct staff to undertake full public procurement activities for Archaeology and Heritage Monitoring required by the Village of Lytton for the Project.

Staff is recommending Option 1.

Respectfully submitted,

James Heigh,
Recovery Project Manager

CAO Comments: *Currently, the Village of Lytton has not been able to locate a procurement (purchasing) policy nor can staff locate the policy by title. Alternatively, there is the ability of Council to waive a Policy (if exists) or authorize an exemption to tendering process on a case-by-case or class basis. It is not uncommon for a purchasing policy to have a clause that recognizes the need for sole sources in some circumstances. In the case there is a qualified local company available (sole source) to supply these Goods or Services.*

Staff has completed due diligence with regards to average costs for this type of works, and have further corresponded with both the Province and Village legal counsel with regards to direct awarding in this matter and there is no issue in direct awarding.

Attachments:

REPORT TO COUNCIL

DATE: March 23, 2022
TO: Mayor & Council
FROM: **Acting Chief Administrative Officer**
SUBJECT: **Gift Card Donations (CN Rail)**

Request for: ☐ Direction ☒ Decision ☐ Information

Recommendation:

THAT Council approve Option No. [1, 2 or 3] regarding the March 23, 2022 Council Report titled Gift Card Donations (CN Rail).

Background:

On August 25, 2021, Council directed staff to distribute gift card received immediately after the fire on June 30, 2022. Further in December Council passed a resolution that the distribution of gift card donations be assigned to the Unmet Needs Committee.

21-140	*Moved by Councillor Graie seconded by Councillor Leitch* ***THAT*** *Council approve the distribution of the gift cards and prepaid Visa cards to be determined on the basis of a draw for Village of Lytton addresses of homes that were lost, with the ability for residents to remove their name from the draw.*	**Carried**
21-239	**a) Gift Card Donations** *Moved by Councillor Leitch, seconded by Mayor Polderman,* ***THAT*** *Council remove gift card donations from the Terms of Reference for the Citizens' Advisory Committee, and assign them to the Unmet Needs Committee.*	**Carried**

Discussion:

Shortly after (early August) the fire CN donated several thousand dollars worth of gift cards to the Village of Lytton for distribution. On August 4th and 6th cards were distributed to various locations for gas and food.

,

More recently CN contacted the Village staff and sent $58,250 in Visa gift cards which will expire in July 2022.

These gift cards need to be distributed in some form as soon as possible as they expire in July 2022.

Short Term Recovery Plan (if applicable):

s. 3 – Other Financial & In-Kind Supports - Establish an Unmet Needs Committee and Resilience Centre

s. 5 – Local Government Village Community Recovery Team; goal #4.

Financial Impact:

The financial impact of distribution on the visa gift cards requires a minimal amount of staff time to record and reconcile the Visa cards before and during distribution.

Communication to the Public:

The direction of Council will be communicated to the public through the Village website and Facebook page.

Options for Consideration:

Option 1: THAT Council provides staff direction for the distribution of Visa Gift Cards ($58,250) received from CN in February 2022.

Option 2: That Council direct staff to work with Jade Baxter, Relief Centre Manager to distribute Visa Gift Cards ($58,250) received from CN in February 2022 to purchase inventory of food and essential items over the months of March, April, May and June to distribute to the Relief Centres.

Option 3: That Council assigns the distribution of the Visa Gift Cards ($58,2550) received from CN in February 2022 on a one-time basis to the Citizens Advisory Select Committee.

Respectfully submitted,

Leslie Groulx, MMC
A/Chief Administrative Officer

Attachments:

REPORT TO COUNCIL

DATE: March 23, 2022
TO: Mayor & Council
FROM: **Acting Chief Administrative Officer**
SUBJECT: **Municipal Enabling and Validation Act – Bill 2**

Request for: ☐ Direction ☐ Decision ☒ Information

Recommendation:

THIS REPORT HAS BEEN PROVIDED FOR INFORMATION ONLY

Background:

During the catastrophic wildfire of June 30, 2021 all of the Village's corporate records were burned. These records included all the bylaws that govern laws within the Village.

Discussion:

In late July the Village hired a Corporate Records Rebuild contractor to work with staff to research and recover the lost records/documents. Some bylaws have been recovered, in some cases only parts of a bylaw have been recovered and in many cases the bylaw is recovered by title only. Under the *Municipalities Enabling and Validating Act* there is the ability for the province to enact legislation that will allow for the business on the village to continue where bylaws have been enacted previously.

The *Municipalities Enabling and Validating (No. 4) Amendment Act, 2022*, S.B.C. 2022, c. 1. (Lytton MEVA) has now received Royal Assent and is in force. Bill 2 - Municipal Enabling & Validation Act (No. 4) Amendment Act 2022.

A summary bullets in regards to the Lytton MEVA are as follows:

Section 57 (Validation of Lytton Bylaws)

- This section of the Lytton MEVA aims to provide Lytton with authority to repeal and replace bylaws that were lost wholly or in part due to the fire.
- Lytton must follow all of the legislated requirements when using this authority to adopt a specific lost bylaw (e.g. public hearings, public notice)
    - If any legislative requirements can't be followed, see Section 59 of the Lytton MEVA (described below).

- This is authority exists for a 10-year period ending June 30, 2031 (ten years from the date of the fire) unless an earlier date were prescribed by the Lieutenant Governor in Council (LGIC).

Section 58 (Validation of Actions)

- This section is in place to assist Lytton (if needed) where actions were inadvertently taken under a lost bylaw before it is repealed/replaced.
    - If Lytton were to need this section, Lytton staff would need to work with Ministry staff to request that an LGIC regulation be drafted.
    - This process could take some time and Ministry staff would need a fulsome understanding for the need to use this authority prior to putting a request forward.

Section 59 (Power to Make Regulations)

- This section is in place to assist Lytton (if needed) if Lytton is unable to meet legislated requirements when dealing with a specific lost bylaw.
    - If Lytton were to need this section Lytton staff would need to work with Ministry staff to request that an LGIC regulation be drafted.
    - This process could take some time and Ministry staff would need a fulsome understanding for the need to use this authority prior to putting a request forward.

Short Term Recovery Plan (if applicable):

Priority # 5 Local Government – Village / Community Recovery Team
Goal #4. Corporate Data Rebuilding Process – the task of recovery and rebuild of vital documents to regulate the function of the Village identified the following as the most urgent and important to re-establish.

a) Purchasing Policy
b) Process to Erase Unrecovered Bylaws – MEVA in place
c) Records Management System
d) Respectful Workplace Policy
e) Donations Policy
f) Records Management Bylaw
g) Council Code of Conduct

Financial Impact:

The financial implications to this process are covered by the provincial government

Communication to the Public:

The MEVA Bill 2 will be posted on the Village website under documents.

Respectfully submitted,

Leslie Groulx, MMC
A/Chief Administrative Officer

Attachments:

REPORT TO COUNCIL

DATE: March 23, 2022
TO: Mayor & Council
FROM: **Acting Chief Administrative Officer**
SUBJECT: **Fees and Charges Bylaw Amendment (Water and Sewer)**

Request for: ☐ Direction ☒ Decision ☐ Information

Recommendation:

1. **THAT Village of Lytton "Fees and Charges Amendment Bylaw No. 713, 2022" be introduced and read a first time**

2. **THAT Village of Lytton "Fees and Charges Amendment Bylaw No. 713, 2022" be read a second and third time.**

Background:

On January 12, 2022 Council provided direction to staff to prepare a bylaw amendment for the Fees and Charges Bylaw 696, 2018 as follows:

> ***Moved by Ian Hay, seconded by Lillian Graie***
> ***THAT*** *Council direct staff to prepare a bylaw amendment to Bylaw 696, 2018 Fees and Charges Bylaw specific to Schedule "D" Water Rates and Schedule "E" Sewer Rates; and*
> ***THAT*** *the Bylaw reflect the increase to the water (4%) and sewer (2.5%) rates as outlined in the Staff Report (attached) presented on February 24, 2021.*
>
> ***CARRIED***

Discussion:

Fees and Charges Bylaw 696, 2018 was recovered in December 2021. The fees and charges bylaw is to allow the Village of Lytton to impose fees for service as specified in corresponding schedules attached to the bylaw. The schedules relating to water (Schedule D) and sewer (Schedule E) charges expired December 31, 2019, therefore requires updating.

At the February 24, 2021 Regular Council meeting a staff report was presented with the following recommendation:

"The Financial Plan 2021-2025 provide for a 4% increase in the general municipal property tax levy for the residential, business, and major industry tax classes. And a 4% increase in Water Utility rates and a 2.5% increase to the Sewer rates."

The February 24, 2021 Regular Council meeting minutes have not been recovered; therefore, it is unclear as to whether there was a amendment bylaw presented and adopted. Regardless, the Council is required to adopt an amendment to Bylaw No. 696, 2018 in order to update the schedules in reference to water and sewer fees for 2022 and forward.

Further, the Council will need to direct staff to prepare a fees and charges bylaw for the years 2023 and beyond.

Short Term Recovery Plan (if applicable):**N/A**

Financial Impact:

Until the bylaw amendment is adopted the Village cannot effectively collect fees and charges on the water and sewer funds. The recommended rate from 2021 has been applied to the 2022 bylaw amendment as presented in this report.

Communication to the Public:

The decision of Council will be posted on the Village website, added to the "Updates To Residents" and Village of Lytton's Facebook page.

Options for Consideration:

Option 1: That staff draft completes an amendment bylaw to reflect the increase to the water (4%) and sewer (2.5%) rates as outlined in the Staff Report (attached) presented on February 24, 2021; and

That the first three readings of the bylaw be passed.

Option 2: That Council direct staff to prepare an amendment specific to Schedule "D" Water Rates and Schedule "E" Sewer Rates; and

That Council determine the rate increase for water and sewer independent to the recommendations of February 24, 2021.

Staff is recommending Option 1.

Respectfully submitted,

Leslie Groulx, MMC
A/Chief Administrative Officer

Attachments: Bylaw Amendment 713, 2022

VILLAGE OF LYTTON

FEES AND CHARGES AMENDMENT BYLAW NO. 713, 2022

A BYLAW TO AMEND FEES AND CHARGES BYLAW NO. 693, 2018

WHEREAS the *Community Charter* provides authority for Municipalities to establish various fees and charges, interest and penalties, terms and conditions, discounts and refunds,

AND WHEREAS it is deemed desirable and expedient to establish these fees and charges, interest and penalties, terms and conditions, discounts and refunds in one bylaw;

NOW THEREFORE, the Council of the Corporation of the Village of Lytton in open meeting assembled hereby ENACTS AS FOLLOWS:

Citation:

1. This Bylaw may be cited for all purposes as the "Fees and Charges Amendment Bylaw No. 713, 2022".

2. Effective the date this bylaw is adopted, Fees and Charges Bylaw No. 693, 2017 is hereby amended as follows:

a) By deleting "Schedule D - Water Rates 2017-2019" and replacing it with Schedule 1 titled "Schedule D - Water Rates 2022" attached hereto and forming part of this bylaw.

b) By deleting "Schedule E - Sewer Rates 2017-2019" and replacing it with Schedule 2 titled "Schedule E - Sewer Rates 2022" attached hereto and forming part of this bylaw.

GIVEN FIRST READINGS this _____, day of _____, 2022

SECOND AND THIRD READINGS this _____, day of _____, 2022.

ADOPTED this _____ day of _____, 2022

_____	_____
Jan Polderman	Leslie Groulx
Mayor	CAO/Corporate Officer

VILLAGE OF LYTTON

FEES AND CHARGES AMENDMENT BYLAW NO. 713, 2022
"SCHEDULE 1"

SCHEDULE "D" – WATER FEES 2022

WATER CATEGORY		BYLAW NO. 713 2022
1	RESIDENCE WITH POOL	$426.00
2	SINGLE FAMILY	$399.00
3	APARTMENT - PER ROOM	$204.00
4	COMMERCIAL	$399.00
5	IRRIGATION	$204.00
6	RESTAURANT	$748.00
7	CNR/CPR	$770.00
8	MULTI-RESIDENTIAL	$399.00
10	MULTI COMMERCIAL	$399.00
11	HOTEL/MOTEL	$204.00
12	HOTEL WITH REST/BP/LOUNGE	$4,087.00
16	LOTS ADJACENT W/O CONNECTION	$324.00
18	RCMP/WILDFIRE	$2,338.00
25	SCHOOL - PER CLASSROOM	$228.00
26	LFN BAND MEMBER	$0.00
28	LYTTON FIRST NATION 80%	$0.00
29	HEALTH CENTRE	$2,141.00
30	SERVICED LOT	$324.00
31	WEATHER OFFICE	$399.00
32	LAUNDROMAT - PER WASHER	$204.00
33	SERVICE INSPECTION FEES	$40.00
35	BULK WATER SUPPLY PER LOAD-CONTRACTORS	$81+ $12 PER M^3
36	BULK WATER SUPPLY PER LOAD-CONTRACTORS	$22+ $12 PER M^3
37	CONNECTION AND DISCONNECTION	ACTUAL COST

VILLAGE OF LYTTON

FEES AND CHARGES AMENDMENT BYLAW NO. 713, 2022
"SCHEDULE 2"

SCHEDULE "E" – SEWER FEES 2022

SEWER CATEGORY		BYLAW NO. 713 2022
1	LAUNDROMAT PER WASHER	$213.00
2	RESIDENCE WITH POOL	$414.00
3	SINGLE FAMILIY	$414.00
4	APARTMENT- PER ROOM	$213.00
5	COMMERCIAL	$414.00
6	CNR/CPR	$823.00
7	RESTAURANT	$848.00
8	MULTI - RESIDENTIAL	$414.00
10	MULTI - COMMERCIAL	$414.00
11	HOTEL/MOTEL	$213.00
12	HOTEL WITH/BP/LOUNGE	$4,310.00
16	LOTS ADJACENT TO SEWER MAIN	$0.00
18	RCMP/WILDFIRE	$2,470.00
25	SCHOOL PER CLASS	$414.00
26	TRANSITION HOUSE	$0.00
28	LFN BAND MEMBER/ SEWER	$0.00
29	HEALTH CENTRE	$2,263.00
30	SERVICED LOT	$175.00
31	SERVICE INSPECTION FEES	$40.00
32	CONNECTION AND DISCONNECTION	ACTUAL COST

REPORT TO COUNCIL

DATE: March 23, 2022
TO: Mayor & Council
FROM: Acting Chief Administrative Officer
SUBJECT: Policy Adoption
No. 2022-05 Donations

Request for: ☐ Direction ☒ Decision ☐ Information

Recommendation:

THAT Council adopt No. 2022-05 Donation Policy and;

THAT the CAO be directed to introduce and implement the policy to Village of Lytton staff and applicable contractors.

Background:

On June 30, 2021 the Village lost all records pertaining to Village business including Bylaws and Polices that govern the workings of Village business.

Discussion:

Council is the governing body of the municipal corporation and the custodian of its powers, both legislative and administrative. It is a continuing body, though its membership may change by election or appointment. Council develops policies, adopts bylaws or resolutions based on these policies, and then ensures that they are executed by administration staff.

As part of the recovery process and the corporate records rebuild, staff have been diligently working on the recovery of all records pertaining to the Village. Where records cannot be found or located administration staff are working to rebuild these records in order to ensure the business of the Village continues in an orderly manner as required.

In accordance with the *Community Charter* and the *Local Government Act*, Council is responsible for defining the development objectives of the community, and for developing appropriate policies and bylaws.

The procedure for acceptance and handling the many forms or donations that Village is receiving is not clear, and therefore staff require a policy for guidance to staff, contractors, volunteers and Council.

The purpose of this policy is "*To establish policy and procedures regarding the Village of Lytton receiving donations – cash, in-kind and physical assets".*

Other policies currently being drafted for consideration are as follows but not limited to:

- Records Management (Classification and Retention) System
- Respectful Workplace (Anti-Bullying and Harassment)
- Purchasing / Procurement
- Conflict of Interest
- Occupational Health and Safety
- Council Meeting Delegations and Presentation
- Council Meeting Procedures – Agenda (Special, Regular and Closed)

Short Term Recovery Plan (if applicable):

Priority # 5 Local Government – Village / Community Recovery Team

Goal #4: Corporate Data Rebuilding Process: The task of recovery and rebuild of vital documents to regulate the function of the Village identified the following as the most urgent and important to re-establish.

a) Purchasing Policy
b) Process to Erase Unrecovered Bylaws – MEVA in place
c) Records Management System
d) Respectful Workplace Policy
e) Donations Policy
f) Records Management Bylaw
g) Council Code of Conduct

Financial Impact:

The financial implications of drafting council policies is staff time. The Ministry of Municipal Affairs has provided funding for the record rebuilding process.

Communication to the Public:

The decision of Council will be posted on the Village website, added to the "Updates to Residents" communications, the Village's Facebook page and communicated to the Village staff.

Options for Consideration:

Option 1: That Council adopt Policy No. 2022-05 Donation Policy and communicate to Village of Lytton staff, and applicable contractors.

Option 2: That Council request amendments to Donation Policy presented at the March 2rd, Council meeting and provide direction to staff on policies they wish to see brought forward as priority.

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Staff is recommending Option 1.

Respectfully submitted,

Leslie Groulx
Leslie Groulx, MMC
A/Chief Administrative Officer

Attachments:

1. No. 2022-05 Donations Policy

Village of Lytton

Council Policy

Subject:	**Donation Policy**	**No: 2022-05**
Function:	**Finance**	**Department: Finance**
Date Adopted:		**Resolution No.**

PURPOSE

To establish policy and procedures regarding the Village of Lytton receiving donations – cash, in-kind and physical assets.

POLICY STATEMENT

Donations provide an additional revenue source for the Village of Lytton. The Village of Lytton Donation Policy identifies ways that the public and organizations can donate to the Village and defines the procedures regarding gift acceptance and administration.

DEFINITIONS:

For the purposes of this policy, the following definitions will apply:

"**Cash**" means any common currency, cheques, money orders and credit cards normally accepted by the Village.

"**Corporate Sponsorship**" means a mutually beneficial arrangement or between the municipality and an external company, organization or enterprise wherein the external party contributes funds, goods, or services to a municipal project, service or initiative in return for recognition, acknowledgement, or other promotional consideration.

"**Donation*"*** means a gift by a donor at arm's length of the municipality. No advantage can or will accrue to a donor or to any person not dealing at arm's length to the donor as a result of a donation. A donation may be in the form of cash or in kind, meaning a security, a tangible capital asset, a cultural asset, use of property or real property.

"**Donor Recognition**" refers to the acknowledgement and expression of thanks issued for a donation.

"**Gift**" means a contribution of cash or property to the Village, for which the donor receives no legal consideration.

"**Gift-in-Kind**" means contributions of products, use of property and other assets without charge or purchase usually in return for published acknowledgement.

"**Non-qualifying Donee**" means an organization that is not qualified to issue tax deductible donation receipts as per Canada Revenue Agency.

GUIDING PRINCIPLES

1. A donation can be made to the Village of Lytton if all the conditions listed below are met:

    a) Property, usually cash is donated to the Village,
    b) The transfer is voluntary, and
    c) The transfer is made without legal consideration

2. The Village of Lytton cannot accept a Gift from potential donors known to be involved in activities that contravene laws, Village bylaws or Village values. The Village of Lytton may accept or decline any donation at its sole discretion.

3. A donor may wish to remain anonymous; however, the Village of Lytton would require the donor's name and contact information to issue a charitable tax receipt and to ensure that the donation meets the conditions listed above.

PROCEDURES

Offers of donations of $10,000 or more in value will be detailed in a Closed Report to Council to ensure that the potential benefits and consequences of accepting the gift are fully considered.

For offers of donations of $10,000 or more the donor will be requested to disclose to the Village of Lytton if the donor is currently or has recently been involved in a planning approval or procurement process with the Village. In such cases, the Village of Lytton may, depending on the circumstances, accept the donation, refuse the donation, request a waiting period, or take steps to insulate information about the donation from decision-makers involved in the planning or procurement process.

Gift of Cash:

1. Official receipts for income tax purposes will be issued by the Village of Lytton to the donor. Receipts shall be made in the name of the donor and dated the day on which the donation was received.
2. Cash donations made to the Village of Lytton will be deposited into a separate bank account designated for donations.

Gift-In- Kind:

1. A Gift-in-Kind generally requires fair market valuation for tax receipt purposes.
2. The Village of Lytton reserves the right to dispose of capital items received as a Gift.

Gift of Service:

1. A donation of a Gift of services is not recognized under the *Income Tax Act* for income tax purposes since gifts must involve property.

Accounting for Donations of Money:

For cash donations, the receipt must be made out to the person delivering the donation. All cash donations shall be received by the Receptionist at the Village's Municipal office.

All cheque donations will be required to have been cleared by the Village's financial institution prior to the issuance of a tax receipt. The receipt will be made out to the same name and address appearing on the cheque or form of payment.

Cheques, money orders and bank drafts should be made out to "The Corporation of the Village of Lytton". No third-party cheques will be accepted.

Accounting for Donations of a Gift-In-Kind:

The Village of Lytton will only issue official tax receipts for Gift-in-Kind donations where the donation provides a clear benefit to the Village of Lytton and the value of the Gift can be reasonably determined.

The value placed on Gift-in-Kind items will be determined by the item's Fair Market Value.

Valuation of Fair Market Value should be based on an arm's length sale and purchase of similar property at or near the same date. A minimum of one appraisal is required to be completed by a qualified dealer, appraiser or other knowledgeable individual who is familiar with the market for the object or property. The dealer, appraiser or other knowledgeable individual must be independent of the donor. A second appraiser may be required at the discretion of the Chief Financial Officer (CFO). Appraisals are the responsibility of the donee. The average of these appraisals shall be used to determine the Fair Market Value of the item.

If the item is valued at $1,000 or less, the CFO is qualified to make the appraisal for such items and may complete an appraisal of the item.

If the item is valued at more than $1,000, an independent appraisal is required, unless there is a ready market for the item from which a Fair Market Value can be ascertained.

Donations and requests for donations that are made for specific purposes will require Council approval. These requests may originate from individuals, organizations or Council directly. Long-term programs, where cash inflows and expenditures may span many years are best

handled through the establishment of a Reserve Fund. These would include situations where donations are received for specific capital projects, such as recreational facilities.

Requests to direct donations to a specific operation for specific capital projects, such as to a community or cultural centre, which are generally short-term in nature are best handled by recording the revenue directly to the appropriate revenue account.

Authority:

Council

Mayor Polderman	Chief Administrative Officer

REPORT TO COUNCIL

DATE: March 9, 2022
TO: Mayor & Council
FROM: Acting Chief Administrative Officer
SUBJECT: Delegation Bylaw and Procurement and Purchasing

Request for: o Direction o Decision ý Information

Recommendation:

1. **THAT Council give first reading to "Delegation of Authority Bylaw No. 714, 2022."**

2. **THAT Council give second and third reading to "Delegation of Authority Bylaw No. 714, 2022."**

3. **THAT Policy No. 2022-06 "Procurement and Purchasing Policy" be adopted as presented at the March 23, 2022, Regular meeting of Council.**

Background:

On June 30, 2021 the Village lost all records pertaining to Village business including Bylaws and Polices which provided governance and operational direction for the execution of Village business.

Discussion:

Council is the governing body of the municipal corporation and the custodian of its powers, both legislative and administrative. It is a continuing body, though its membership may change by election or appointment. Council develops policies, adopts bylaws or resolutions based on these policies, and then ensures that they are executed by administration staff.

A Delegation of Authority Bylaw provides staff the ability to execute the operational aspects of the bylaws and policies adopted by Council. Council may by bylaw under section 154 of the *Community Charter* delegate its powers, duties, and functions, including those specifically established by an enactment, to its officers and employees. In order to ensure administrative efficiencies Council may delegate to its officers and employee's certain powers, duties and functions relating to purchase authorization and signing authority.

Delegation bylaws are adopted by most local governments in British Columbia to expedite operations, allow for efficiencies in Council meeting proceedings and offer clear direction to tax payers in how to address specific services, processes and procedures of the local government.

Bylaw No. 714 – "Delegation of Authority" has been drafted in collaboration with the Village legal counsel with the intent to provide authority for administration staff to execute the direction of Council. An excerpt of the *Community Charter* is attached to this staff report for reference.

Further, a corresponding policy for procurement and purchasing has been drafted and provided for review. The purpose of this policy is to detail the principles, procedures, roles and responsibilities for the Village's Procurement. This proposed Policy refers to other policies and procedures of the Village related to Procurement.

Staff has provided the two documents on the March 23, 2022 Council agenda for review and consideration adoption.

Short Term Recovery Plan (if applicable):

Priority # 5 Local Government – Village / Community Recovery Team
Goal #4. Corporate Data Rebuilding Process – the task of recovery and rebuild of vital documents to regulate the function of the Village identified the following as the most urgent and important to re-establish.

a) Purchasing Policy
b) Process to Erase Unrecovered Bylaws – MEVA in place
c) Records Management System
d) Respectful Workplace Policy
e) Donations Policy
f) Records Management Bylaw
g) Council Code of Conduct

Financial Impact:

The financial implications of drafting council bylaws and include staff time and in some cases depending to the complexity of the bylaw or policy, it may be passed by the Village legal counsel. Both the bylaw and policy were drafted by legal and reviewed by staff.

The Ministry of Municipal Affairs has provided funding for the record rebuild process.

Communication to the Public:

The decision of Council is posted on the Village website, added to the "Updates to Residents" email distribution, on the VOL Facebook page and communicated to the Village staff and contractors.

Options for Consideration:

Option 1: a) That Bylaw No. 714, 2022 Delegation of Authority be introduced and read a first time and subsequently read a second and third time.

b) That Policy No. 2022-06 Procurement and Purchasing Policy be adopted as presented at the March 23, 2022 Council meeting.

Option 2: That Council request amendments to Bylaw No. 714, 2022; and

Policy No. 2022-06 Procurement and Purchasing as directed at the March 23rd, 2022 Council meeting.

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Option 3: Status Quo

Staff is recommending Option 1

Respectfully submitted,

Leslie Groulx
Leslie Groulx, MMC
A/Chief Administrative Officer

Attachments:

1. Bylaw No. 714 – Delegation
2. Policy No. 2022-06 – Procurement and Purchasing Policy

Community Charter

[SBC 2003] CHAPTER 26

Division 6 — Delegation

Delegation of council authority

154 (1) A council may, by bylaw, delegate its powers, duties and functions, including those specifically established by an enactment, to the extent provided, to

(a) a council member or council committee,

(b) an officer or employee of the municipality, or

(c) another body established by the council.

(2) As exceptions, a council may not delegate the following:

(a) the making of a bylaw;

(b) a power or duty exercisable only by bylaw;

(c) a power or duty established by this or any other Act that the council give its approval or consent to, recommendations on, or acceptance of an action, decision or other matter;

(d) a power or duty established by an enactment that the council hear an appeal or reconsider an action, decision or other matter;

(e) a power or duty to terminate the appointment of an officer;

(f) the power to impose a remedial action requirement under Division 12 *[Remedial Action Requirements]* of Part 3.

(3) Despite subsection (1), a council may only delegate a power or duty to appoint or suspend an officer to its chief administrative officer.

(4) A council may not delegate under subsection (1) to a corporation.

(5) In exercising its powers under subsection (1), a council may establish any terms and conditions it considers appropriate.

THE CORPORATION OF THE VILLAGE OF LYTTON

DELEGATION OF AUTHORITY BYLAW NO. 714, 2022

A BYLAW TO DELEGATE CERTAIN POWERS, DUTIES AND FUNCTIONS OF COUNCIL

GIVEN THAT

A. Council may by bylaw under section 154 of the *Community Charter* delegate its powers, duties, and functions, including those specifically established by an enactment, to its officers and employees;

B. The Council of the Village of Lytton wishes to delegate to its officers and employees certain powers, duties and functions relating to purchase authorization and signing authority;

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

PART I - GENERAL

1. Citation

1.1 This Bylaw may be cited as the Village of Lytton "Delegation of Authority Bylaw No. 714, 2022".

2. Definitions

2.1 In this bylaw

"Best Proposal" means the highest scoring proposal received by the Village when using a request for proposals or other proposal process to procure goods or services;

"Chief Administrative Officer" or "CAO" means the person appointed by Council under section 147 of the *Community Charter*, or a person designated to act in the place of the CAO;

"Competitive Purchasing Method" means an invitation to tender, request for proposals, request for quotation, request for standing offer, or other method of obtaining more than one proposal, bid, quotation or offer for consideration by the Village;

"Construction Contract" means a contract for the construction or renovation of buildings, structures, municipal infrastructure, utilities, roadways, bridges and other improvements, but does not include a Long-Term Agreement or Direct Award Purchase;

"Consulting Services Contract" means a contract to engage a person with expertise in a particular field to assist the Village with a project or acquisition, but does not include a Long-Term Agreement or a Direct Award Purchase;

"Corporate Officer" means the person appointed by Council as the Corporate Officer of

the Village, or a person designated to act in the place of that officer, or the CAO if no Corporate Officer has been appointed;

"Council" means the Council of the Village;

"Direct Award Purchase" means a Single Source Direct Award Purchase or a Sole Source Direct Award Purchase;

"Finance Director" means the person appointed by Council as the Chief Financial Officer or a person designated to act in the place of the Finance Director;

"General Purchase" means any contract other than a Construction Contract, Consulting Services Contract, Long Term Agreement, or Direct Award Purchase;

"Long-Term Agreement" means any contract with a term of one year or longer up to five years but does not include a Direct Award Purchase;

"Lowest Compliant Bid" means the lowest offered Price received by the Village to enter into a contract that results from the Village using a Competitive Purchase Method other than a request for proposals;

"Offer Requiring Approval" means an offer to enter into a contract with the Village that results from the Village using a Competitive Purchasing Method that is not the Lowest Compliant Bid or Best Proposal the Village received;

"Price" means the value of a contract inclusive of PST and contingency fees, but exclusive of GST;

"Single Source Direct Award Purchase" means a contract awarded without using a Competitive Purchasing Method where Village staff have identified more than one prospective supplier of the good or service that is the subject of the contract;

"Sole Source Direct Award Purchase" means a contract awarded without using a Competitive Purchasing Method where Village staff have only identified one prospective supplier of the good or service that is the subject of the contract.

2.2 Funds expended under this Bylaw must be included within the Village's Financial Plan.

3. Delegation Includes Deputy or Delegate

3.1 A delegation of a power, duty or function under this bylaw includes a delegation to the person who is from time to time the deputy of the delegate or is designated to act in the capacity of the delegate in the delegate's absence.

4. No Delegation of Authority to Enter into a Contract with a Term of Greater Than 5 Years

4.1 No delegation in this Bylaw of Council's power, duty, or function to authorize entering into a contract includes the power, duty or function to authorize entering into a contract with a term of greater than five (5) years.

PART II – PROCUREMENT AND CONTRACTS

5. Commitment Authority for General Purchases, Construction Contracts and Consulting Services

5.1 The following persons are authorized to enter into and amend Construction Contracts and Consulting Services Contracts in accordance with the following conditions:

(a) **for a contract with a Price up to and including $50,000:**

i. CAO

ii. Finance Director

6. Long Term Agreements

6.1 The following persons are authorized to enter into and amend Long Term Agreements in accordance with the following conditions:

(a) **for a contract with a Price of more than $50,000:**

i. CAO

ii. Finance Director

7. Direct Award Purchases

7.1 The following persons are authorized to enter and amend Direct Award Purchases in accordance with the following conditions:

(a) **for a contract with a Price up to and including $15,000:**

i. CAO

ii. Finance Director

8. Disposal of Goods and Equipment

8.1 Council delegates to Finance Director the authority to determine whether any furniture, equipment, vehicle or other particular chattel or fixture owned by the Village is surplus or obsolete; and to sell or otherwise dispose of such chattels, provided that the Finance Director does not sell or give the chattel to Village employees, officers or elected officials and the Finance Director has confirmed the subject chattel or fixture is indeed surplus or obsolete.

9. Emergency Purchases

9.1 Despite any other provision under this Bylaw, in the event of an emergency and if in the opinion of the Chief Administrative Officer a situation has occurred that requires urgent attention and response, and that:

(a) will seriously adversely affect the life or health of Village residents or their property; or

(b) has placed Village property or services in serious jeopardy,

the Chief Administrative Officer may authorize the purchase of goods and services that the Chief Administrative Officer considers necessary or warranted to remedy, alleviate, reduce the risk or otherwise address the situation, regardless of the requirements of this Bylaw, up to an aggregate value of $250,000 per emergency incident, if

(a) the CAO reports the expenditure in writing to Council at the next regular or special meeting, or

(b) the expenditure has a form of approval from a provincial Emergency Operations Centre.

PART III – NON-PROCUREMENT AND MISCELLANEOUS AGREEMENTS

10. Miscellaneous Agreements

10.1 Agreements by which the Village:

(a) receives funds (Grants);
(b) shares information with no financial expenditure; or
(c) has no financial expenditure.

may be executed by:

i. the Chief Administrative Officer, if the Agreement has a value to the Village of $1,000,000 or less;

ii. the Mayor or Acting Mayor and any one of the Corporate Officer, the Finance Director, or the Chief Administrative Officer, if the Agreement has a value to the Village of greater than $1,000,000.

11. Sale or Purchase of Real Property or Acquisition of Access Rights to Non-Village Owned Land

11.1 A purchase or disposition of real property or acquisition of rights to access non-Village owned real property must receive approval by Council prior to sale or acquisition.

12. Execution of Instruments to be Deposited in the Land Title Office

12.1 Council delegates the power to execute on behalf of the Village instruments to be deposited in the Land Title Office to both the Mayor and any one of the Corporate Officer Deputy Chief Administrative Officer or Chief Administrative Officer.

13. Execution of Leases or Licences of Occupation

13.1 Council delegates the power to execute on behalf of the Village any licence, or amendment thereto, of Village owned land or Village owned facility that has a term of not more than 5 years and a total consideration payable through the term of less than $15,000 to the Corporate Officer, Chief Administrative Officer, or Finance Director.

13.2 Council delegates the power to amend any existing licence if the amendment does not extend the term or renew the agreement and does not change the financial implications for the Village to the Corporate Officer, Chief Administrative Officer, or Finance Director.

14. Authorization to Settle Claims / Liability Suits

14.1 Subject to approval by the Village's insurer, the following persons are delegated authority to settle claims against the Village, whether court proceedings have been commenced, up to the maximum Settlement Amount specified in the following table:

Position	Settlement Amount
Chief Administrative Officer	Up to $25,000
Finance Director or Corporate Officer	Up to $15,000

14.2 The following persons are delegated the authority to settle claims against the Village without the approval of the Village's insurer provided the settlement is less than $5,000:

(a) Chief Administrative Officer;
(b) Finance Director.

15. Authorization to Invest Village Funds

15.1 Subject to the Village's Policies, the Finance Director is delegated authority to negotiate, approve, execute and authorize payments for all contracts, policies and other documents necessary or desirable to invest Village funds as permitted under Section 183 of the *Community Charter*.

16. Notices

16.1 Council delegates its duty to give notice under the following sections of the *Community Charter* to the Corporate Officer or Chief Administrative Officer:

(a) Section 26 (1) *[Notice of proposed property disposition]*;
(b) Section 40 (3) [*Permanent closure and removal of highway dedication*];
(c) Section 59 (2) and (3) [*Powers to require and prohibit*]; and

(d) Section 127 (1) (b) *[Notice of council meetings]*.

16.2 Council delegates its duty to give notice under the following sections of the *Community Charter* to the Finance Director or Corporate Officer:

(a) Section 99 (3) [*Annual meeting on report*]; and
(b) Section 227 (1) *[Notice of permissive tax exemptions].*

16.3 Council delegates its duty to give and file notices under the following sections of the *Local Government Act* to the Corporate Officer:

(a) Section 466 (1) *[Notice of public hearing]*;
(b) Section 467 (1) *[Notice if public hearing waived];*
(c) Section 494 (1) [*Public notice and hearing requirements*];
(d) Section 499 (1) *[Notice to affected property owners and tenants]*;
(e) Section 503 (1) and (3) *[Notice of permit on land title]*; and
(f) Section 594 (1) *[Notice on land titles].*

17. Facilities, Cemetery & Park Use and Rental Agreements

17.1 Council delegates its powers, duties, and functions to enter into agreements for the following purposes to the Corporate Officer:

(a) facility use, special event permit or rental agreements for facilities or property;
(b) rental agreements for parks, subject to the agreement being for a term of not more than 12 months; and
(c) internment rights at the Village's cemetery.

18. Discharge of Obsolete Charges

18.1 Council delegates its powers, duties and functions to discharge charges and legal notations from the title certificate of Village owned property to:

(a) the Approving Officer, where the charge or notation is no longer required for the provision of Village services; or
(b) the Corporate Officer, where the charge or notation is no longer required for planning, bylaw enforcement or building purposes.

19. Servicing Agreements

19.1 Council delegates its powers, duties and functions to enter into and execute agreements on behalf of the Village for works and services as contemplated under section 509(2) of the *Local Government Act* to the Chief Administrative Officer.

20. Excess or Extended Services

20.1 Council delegates its powers, duties and functions under sections 507 *[Requirements for excess or extended services]* and 508 *[Latecomer charges and cost recovery for excess or extended services]* of the *Local Government Act* to the Chief Administrative Officer or Finance Director.

21. Letters of Understanding & Letters of Agreement

21.1 Council delegates the authority to enter into agreements for the following purposes to the Chief Administrative Officer:

(a) Letters of Understanding between a union and the Village;
(b) Letters of Agreement between a union and the Village;
(c) Settlement Agreements between a union, an employee, a contract employee and the Village.

22. Severability

22.1 If any portion of this bylaw is, for any reason, found invalid by a court of competent jurisdiction, that portion must be severed and the remainder of the bylaw left enforceable and in effect.

READ A FIRST TIME THIS	day of	2022.
READ A SECOND TIME THIS	day of	2022.
READ A THIRD TIME THIS	day of	2022.
ADOPTED THIS	day of	2022.

_____ _____

Mayor Jan Polderman CAO/Corporate Officer, Leslie Groulx

Village of Lytton

Procurement and Purchasing Policy – 2022-06

CONTENTS

Section 1: Purpose and Principles

1.1 Purpose

The purpose of this policy is to detail the principles, procedures, roles and responsibilities for the Village's Procurement. This Policy refers to other policies and procedures of the Village related to Procurement.

1.2 Principles

The Village is committed to conducting its Procurement Program in accordance with the following principles:

(a) compliance and consistency with applicable legislation, trade agreements, policies and procedures;

(b) open, fair and transparent processes that afford equal access to all qualified Suppliers.

(c) reciprocal non-discrimination and geographic neutrality with respect to its trading partners in accordance with trade agreement obligations;

(d) achieving Best Value through consideration of the full range of Procurement formats and the adoption of commercially reasonable business practices;

(e) effective balance between accountability and efficiency; and

(f) ensuring adherence to the highest standards of ethical conduct, integrity, equity, and consideration of GHG emissions.

Section 2: Interpretation and Application

2.1 Defined Terms

Terms used in this policy are defined in the Glossary of Terms in Schedule A of this policy.

2.2 Application

This policy applies to the Procurement of all Deliverables, except for the exclusions set out in Schedule B of this Policy. Procurement includes the acquisition of Deliverables by purchase, rental or lease.

2.3 Authorization Schedule

The Village's Authorization Schedule, attached as Schedule D to this Policy, sets out the authorities for:

(a) initiating a Procurement;

(b) conducting a Procurement Process and approving the award of a Contract;

(c) issuing purchase orders and signing Contracts on behalf of the Village; and

(d) approving amendments to existing Contracts.

2.4 Procurement Policies and Procedures

All Procurements covered by this policy must be conducted in accordance with all applicable policy's and procedures.

2.5 Contract Splitting

Subdividing, splitting or otherwise structuring Procurement requirements or Contracts to reduce the value of the Procurement or in any way circumvent the requirements or intent of this Policy is not permitted and, at the discretion of the Mayor, may result in revocation of delegated approval authority.

2.6 Emergency Purchases

Despite any other provisions of this policy, where an emergency exists and prior approval of the CAO cannot be obtained, the Mayor may authorize any officer or employee to acquire required Deliverables in an expedited manner if the required Deliverables have a Procurement Value of less than $25,000.00.

For the purposes of this policy, an emergency exists when an unforeseeable situation or event occurs that is a threat to any of the following:

(a) public health or safety;

(b) the maintenance of essential services;

(c) the welfare of persons or public property; or

(d) the security of the Village's interests.

Situations of urgency resulting from the failure to properly plan for a Procurement do not constitute an emergency and, in such cases, any deviation from the requirements of this Policy must be approved by the CAO prior to the acquisition of any Deliverables.

As soon as possible following an emergency purchase, the CAO must forward a purchase requisition and issue a Purchase Order confirming the purchase.

2.7 Cooperative Purchasing

The Village may participate in cooperative or joint Purchasing initiatives with other entities where such initiatives are determined to be in the best interests of the Village. If the Village participates in such cooperative or joint Purchasing initiatives, the Village may adhere to the policies of the entity conducting the Purchasing process, provided that such policies comply in spirit with this policy. If the Village is leading a cooperative or joint Purchasing initiative, this policy will be followed.

Section 3: Ethical Conduct and Conflicts of Interest

3.1 Conduct and Conflicts of Interest

The Village's Procurement activities must be conducted with integrity and all individuals involved in the Village's Procurement activities must act in a manner that is consistent with the principles and objectives of this policy and in accordance with the Village's Code of Conduct and Conflict of Interest Administrative Directives.

In addition to adhering to all rules and requirements set out in the Employee Code of Conduct and Conflict of Interest Administrative Directives, no Village employee shall place themselves in a position of obligation to a Supplier and no Village employees will use the Village's Procurement processes, forms and Services to purchase Deliverables for personal use.

All Village participants in a Procurement process, including any outside consultants or other service providers participating on behalf of the Village, must declare any perceived, possible or actual Conflicts of Interest to the CAO. The Village participants must consult with the CAO if they are unsure whether a particular relationship or circumstance may give rise to a Conflict of Interest.

Participants must not engage in any activity that may create, or appear to create a Conflict of Interest, such as accepting gifts or favours, providing preferential treatment, or publicly endorsing Suppliers or products.

3.2 Supplier Conduct and Conflicts of Interest

The Village requires its Suppliers to act with integrity and conduct business in an ethical manner.

All Suppliers participating in a Procurement process or providing Deliverables to the Village must declare any perceived, possible or actual Conflicts of Interest and must conduct themselves in accordance with the Supplier Code of Conduct in Schedule E of this policy.

The Village may refuse to do business as provided in the Supplier Suspension Policy with any Supplier that has engaged in illegal or unethical Bidding practices, has an actual or potential conflict of interest or an unfair advantage or fails to adhere to ethical business practices.

Section 4: Roles and Responsibilities

4.1 Role and Responsibilities of the Council

It is the role of the Village's Council to establish policy and approve expenditures through the Village's budget approval process. Through this policy, the Council delegates to the Village's officers and employees the authority to incur expenditures in accordance with approved budgets through the Procurement of Deliverables in accordance with the rules

and processes set out in this policy and applicable policys and procedures. The Village Council may provide strategic direction and guidance on major projects prior to the commencement of the Procurement process; however, the Village's Council will not generally be involved in the day-to-day Procurement operations or individual Procurement processes, except to the extent that the approval of the Council is required under this policy or if an exception to this policy is required.

Council must resolve to authorize signatories to Contracts and Purchase Orders.

4.2 Roles and Responsibilities of Officers and Employees

Specific responsibilities pertaining to all stages of a Procurement process, from the initial identification of requirements through to the management of Contracts with Suppliers, are detailed in this Policy. In addition to those specific responsibilities, the general roles and responsibilities delegated to the Village's officers and employees are set out below.

(a) CAO

The CAO, or designate, is responsible for:

- ensuring the consistent application of this Policy and the provision of CAO in an efficient and diligent manner;
- developing Procurement strategies and continually analyzing business requirements and spending patterns to identify opportunities for more strategic sourcing;
- researching, developing, maintaining, updating and communicating Procurement policy's, procedures and templates;
- addressing any issues or concerns that arise in respect of a Procurement process; and
- providing appropriate orientation, training and tools to employees or others involved in Procurement activities.

(b) Employees

Employees are responsible for complying with this policy and ensuring this policy and procedures are applied consistently. Employees must clearly understand their obligations and responsibilities under this policy and all applicable Village procedures and should consult with the CAO in respect of any questions regarding their application or interpretation.

Section 5: Establishment of Supply Arrangements

5.1 Existing Resources and Supplier Arrangements

Before initiating a Procurement, Directors must first consider whether there is a compelling need for the acquisition and must also consider the availability of existing resources, including both internal resources and existing Supplier arrangements,

5.2 Standing Offers

A "Standing Offer" is an offer from a pre-approved Supplier to supply Deliverables to the Village upon request, over a particular period, at a predetermined price or discount. The Standing Offer defines the general terms and conditions of the relationship between the parties and the unit prices of all items available under the Standing Offer, as well as applicable pricing terms, such as discounts and rebates, delivery charges, applicable surcharges, installation Services, warranty, etc., but does not create Contractual commitment from either party to a defined volume of business. The commitment to purchase against a Standing Offer is formed at the time a specific order is placed through the issuance of a Purchase Order to the Supplier.

Standing Offers may be established for standardized Deliverables to be purchased, where the requirements for Deliverables are recurring and predictable over an extended period of time, the requirements are standard and clearly defined at the time of establishment of the Standing Offer and it is possible to fix pricing for the Deliverables for the duration of the Standing Offer.

The CAO is authorized to establish Standing Offers through an Open Competition. If multiple Standing Offers are established for the same goods or services, clear ranking methodologies and call-up procedures must be specified.

It is the responsibility of CAO to determine if a Standing Offer for the required Deliverables has already been established before making a purchase. To purchase from the Standing Offer, a Purchase Order referring the Standing Offer details should be created and sent to the CAO.

5.3 Qualified Supplier Rosters

Qualified Supplier Rosters may be established to pre-qualify Suppliers that will be eligible to compete for discrete work assignments involving the delivery of a particular type of Deliverables, as and when required.

The establishment of a Qualified Supplier Roster does not create a Contractual commitment to procure Deliverables from any of the Suppliers. If deliverables are required, a Roster Competition will be conducted for the purposes awarding a Contract to one of the qualified Suppliers.

The CAO is authorized to conduct Open Framework Competitions to establish Qualified Supplier Rosters. The Open Framework Competition will be managed in accordance with the Qualified Supplier Roster Policy.

It is the responsibility of CAO to determine if a Qualified Supplier Roster for the required Deliverables has already been established before making a purchase. When a Qualified Supplier Roster has been established, the Village must purchase the Deliverables through a Roster Competition in accordance with the Qualified Supplier Roster Policy.

Section 6: Procurement of Deliverables

6.1 Procurement Planning

All parties in the Village must ensure that they leave sufficient time to plan for a Procurement Project, including time for:

(a) developing proper specifications and business requirements;

(b) obtaining internal reviews;

(c) providing the requirements to Materials Management to permit Solicitation Document assembly; and

(d) obtaining necessary approvals.

6.2 Procurement Value

It is important to accurately estimate the value of the Procurement to determine the appropriate Procurement method and ensure compliance with the requirements of this policy.

6.3 Contract Splitting

Subdividing, splitting or otherwise structuring Procurement requirements or Contracts to reduce the value of the Procurement or in any way circumvent the requirements or intent of this policy is not permitted.

6.4 Initiating Procurement

All Procurements must be initiated in accordance with the Procurement Planning Policy.

6.5 Procurement Authorization

Prior to the commencement of any Procurement process, authorization of the Procurement and delegation of authority to procure must be obtained in accordance with this Policy.

6.6 Standard Procurement Methods

Depending on the nature, value and circumstances of the Procurement, the Village may procure Deliverables through the following standard Procurement methods. The various thresholds are set out in Schedule C of this policy.

6.6.1 Existing Supply Arrangement

(a) Ordering from Standing Offer

When a Standing Offer is available, its use is mandatory. To purchase from the Standing Offer, the CAO must submit an authorized purchase order requisition. A purchaser order referring to the Standing Offer details should be created and sent to the Supplier. The purchase order referencing the Standing Offer and reflecting the pre-negotiated prices

and terms and conditions of the Standing Offer will be created and issued to the Supplier by the Village.

(b) Roster Competition

If the Deliverables are available under an existing Qualified Supplier Roster, they must be acquired through a Roster Competition.

Roster Competitions will be managed by the CAO, in accordance with the Qualified Supplier Roster Policy.

6.6.2 Low-Value Procurement

Where the Procurement Value is below the Low-Value Procurement Threshold and the Deliverables are not covered under an existing Standing Offer or Qualified Supplier Roster, employees may make Low-Value Procurements without the involvement of the CAO.

It is the responsibility of the CAO to determine if there is an existing Standing Offer or Qualified Supplier Roster for the required Deliverables before making a purchase. When available, the Deliverables must be purchased in accordance with the terms of the Standing Offer or in accordance with the Qualified Supplier Roster Policy.

For Low-Value Procurements, the employee is only required to obtain one quote and may acquire the Deliverable by submitting a Purchase Order pre-requisition to the CAO.

Where practical, employees are encouraged to obtain multiple quotes to ensure they are obtaining Best Value. Quotes may be obtained through advertisements, Supplier catalogues, or by contacting the potential Supplier(s) by telephone or email.

The CAO is responsible and accountable for Low-Value Procurements and may authorize specific individuals to make Low-Value Procurements and may assign specific spending authority limits provided they adhere to the Delegation Order.

If an employee anticipates making multiple Low-Value Procurements of the same Deliverables and the total value of those purchases may exceed the applicable Low-Value Procurement Threshold, they must contact the CAO to discuss the possibility of setting up a Standing Offer or Qualified Supplier Roster.

6.6.3 Invitational Competition

An Invitational Competition, in which Bids are solicited from a minimum of three Suppliers, is the standard method of Procurement when the Procurement Value is between the Low-Value Procurement Threshold and the Open Competition Threshold.

Invitational Competitions will be managed by the CAO, in accordance with the Invitational Competition Policy.

The CAO may delegate the authority to conduct an Invitational Competition to an employee, on either a standing basis or a case-by-case basis. The CAO is responsible and accountable for ensuring that the process is conducted in accordance with the Invitational Competition Policy.

Open Competition may be conducted in lieu of an Invitational Competition, where the CAO determines that it would be in the Village's best interest.

6.6.4 Open Competition

An Open Competition, in which Bids are solicited from all interested Suppliers through a publicly posted Solicitation Document, is the standard method of Procurement when the Procurement Value equals or exceeds the Open Competition Thresholds.

Open Competitions must also be used to establish Standing Offers.

Open Competitions may include two-stage Procurement processes in which a prequalification process is conducted by soliciting and evaluating submissions from all interested Suppliers to establish a short-list of prequalified Suppliers that will be eligible to submit a Bid in response to a second-stage Solicitation Document. A two-stage Procurement process may be used whenever determined appropriate by the CAO.

Open Competitions will be managed by the CAO, in accordance with the Open Competition Policy.

6.7 Non-Standard Procurement

Non-Standard Procurement means the acquisition of Deliverables through a method other than the standard method for the type and value of the Deliverables, as set out above under Section 6.6.

Non-standard Procurement methods include:

(a) acquiring Deliverables directly from a particular Supplier without conducting a Competitive Process when an Invitational Competition or an Open Competition would normally be required; or

(b) soliciting Bids from a limited number of Suppliers without conducting an open prequalification process when an Open Competition would normally be required.

The use of a Non-Standard Procurement process is only permitted under the specific circumstances set out in the Non-Standard Procurement Policy and must be approved in accordance with the Non-Standard Procurement Policy.

6.8 Contract Award and Finalization

Contracts must be awarded in accordance with this policy and the applicable policy(s) governing the Procurement process and must be authorized in accordance with this Policy.

A Contract may be entered into through the execution of a legal agreement or the issuance of a Purchase Order evidencing the Contract. The Contract must be entered into prior to the delivery or provision of the Deliverables.

The CAO has delegated authority to issue Purchase Orders on behalf of the Village. Agreements must be signed in accordance with the Village's Authorization Schedule.

No Contract may be entered, either through the issuance of a Purchase Order or the execution of an agreement, unless approved funding in an amount sufficient to cover the Procurement Value is available under a Council budget and policy, the Procurement process was conducted in accordance with this policy and applicable policys, and all required authorizations have been obtained.

Section 7: Supplier Relations and Contract Management

7.2 Debriefings

Where the Village has conducted an Open Competition, unsuccessful Suppliers may request a debriefing. Debriefings must be conducted in accordance with the Debriefing Policy.

7.3 Procurement Protests

Suppliers may formally protest the outcome of a Procurement process. Procurement protests must be managed and responded to in accordance with the Procurement Protest Policy.

7.4 Contract Management

All Contracts for Deliverables must be managed by CAO in accordance with the Contract Management Policy. Master Framework Agreements will be managed by CAO in accordance with the Qualified Supplier Rosters Policy.

7.5 Contract Extensions or Amendments

Contract extensions and amendments must not be used to expand a Contract beyond what was contemplated under the terms of the Contract and the original Procurement process, or to circumvent the need to procure additional Deliverables through a Competitive Process in accordance with this policy.

If a Contract amendment results in a net increase to the Contract value previously approved, the amendment must be approved in accordance with the Contract Management Policy and the Village's Authorization Schedule.

7.6 Supplier Performance

The performance of a Supplier under Contract must be monitored and tracked in accordance with the Supplier Performance Evaluation Policy.

7.7 Supplier Suspension

Suppliers can be suspended from participating in future Procurement processes in accordance with the Supplier Suspension Policy.

Section 8: Procurement Recordkeeping

8.1 Supplier Information

The Village must ensure that Supplier information submitted in confidence in connection with a Procurement process or Contract is adequately protected. The CAO must ensure that all Bids and Contracts are kept in a secure location and only accessible by those individuals directly involved with the Procurement or management of the Contract.

8.2 Procurement Records

The maintenance, release and management of all Procurement records must be in accordance with the Village's policies and procedures on document management.

The CAO is responsible for ensuring that all documentation relating to a Procurement is properly filed and maintained in a Procurement project file. Documentation and reports regarding Procurement processes and Contract awards (including Non-Standard Procurements) and data necessary to trace the process conducted electronically must be maintained for a minimum period of at least three (3) years from the Contract award date or such longer period as may be required under the Village's document management policies.

The following are the minimum requirements of what should be kept in each Procurement Project file:

(a) Internal drafts of all Solicitation Documents, including internal correspondence concerning same;

(b) Original copies of all final Solicitation Documents;

(c) Copies of the Procurement Project Plan, together with evidence of all necessary conditional approvals;

(d) Records of any communications with Bidders or potential Bidders;

(e) Copies of all addenda;

(f) Copies of all original Bids received from Bidders;

(g) All records of evaluation processes, including consensus reports and final scores;

(h) Copy of the final recommendation memo together with all required approvals; and

(i) Copies of debriefing or Procurement protest procedure requests and outcomes.

Section 9: Compliance Monitoring and Reporting

9.1 Compliance Monitoring

Non-compliance with this policy may expose the Village to the risk of Supplier complaints, reputational damage, Bid disputes and legal challenges.

The CAO is responsible for monitoring compliance across the organization. Based on the results of compliance monitoring, reports outlining instances of non-compliance may be issued by the CAO to the relevant officer or employee and to the Mayor. The CAO must address the identified compliance concerns and submit a written confirmation of actions taken to the Mayor. Ongoing concerns with respect to compliance will be subject to internal audit.

9.2 Audit

All Procurement activities will be subject to audit by the Village's Internal Auditor.

Schedule A – Definitions

"Best Value" means relevant financial and non-financial factors which may include:

- Quality of the Goods and Services;
- Integrity, ethics, equity, GHG emissions;
- Supplier experience, performance history and demonstrated ability to successfully perform the Contract, including service and support capacity;
- Risk and compliance management, including safety practices and history;
- Public policy objectives identified as elements in the proposal and evaluation process;
- Total cost of ownership or use, which may consider factors such as:
    - o Purchase or Contract total cost;
    - o Costs of delay or performance failures;
    - o Administration and Contract management costs;
    - o Extensions, change orders, total cost change and cost escalation;
    - o Cost of additional features, enhancements, upgrades, etc.;
    - o Limitations associated with proprietary or patent rights or constraints;
    - o Legal or technical costs;
    - o Shipping and packaging;
    - o Transition and training costs;
    - o Licensing costs;
    - o Regular and ongoing maintenance;
    - o Lifecycle and environmental costing;
    - o Warranty, parts and repair; or
    - o Disposal and remediation costs.

"**Bid**" means a submission in response to a Solicitation Document, and includes proposals, quotations, or responses.

"**Bidder**" means a Supplier that submits a Bid and includes proponents and respondents.

"**Competitive Process**" means the solicitation of Bids from multiple Suppliers.

"Construction" means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes the preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting Services related to the construction Contract unless they are included in the Procurement.

"**Contract**" means a binding legal commitment by the Village for the Procurement of Deliverables from a Supplier, which may be evidenced by an agreement executed by the Supplier and the Village, or a Purchase Order issued by the Village to the Supplier.

"**Contract Administrator**" means a Village officer, employee or Village representative assigned to the management of a Contract.

"**Deliverables**" means any Goods, Services or Construction, or combination thereof.

"**Employee**" means an employee of the Village of Lytton and may include the CAO or an officer.

"**CAO**" means the individual appointed to the position of Chief Administrative Officer by the Council.

"Goods" means goods produced, manufactured, grown, or obtained in, used for a commercial purpose in, or distributed from a party.

"**Invitational Competition**" means a Competitive Process in which an invitation to submit Bids is issued to at least three Suppliers.

"**Low-Value Procurement**" means any Procurement of Deliverables with a value below the Low-Value Procurement Threshold set out in Schedule C, except where the Procurement is made through an existing Standing Offer or Qualified Supplier Roster.

"Master Framework Agreement" means a master agreement entered between the Village and the pre-qualified Suppliers that have been included on a Qualified Supplier Roster.

"**Non-Standard Procurement**" means the acquisition of Deliverables through a process or method other than the standard method required for the type and value of the Deliverables. Non-standard Procurement methods include:

(a) "Non-Competitive Procurement", where the Deliverables are acquired directly from a particular Supplier without conducting a Competitive Process when an Invitational Competition or an Open Competition would normally be required, including consideration of unsolicited proposals; or

(b) A "Limited Competition" where Bids are solicited Bids from a limited number of Suppliers without conducting an open pre-qualification process when an Open Competition would normally be required.

"**Open Competition**" means the solicitation of Bids through a publicly posted Solicitation Document.

"**Open Framework Competition**" means the Competitive Process used to establish a Qualified Supplier Roster and provide for an ongoing application process during the term of the Qualified Supplier Roster, as further described in the Qualified Supplier Rosters Policy.

"**Performance Evaluation Report**" means a report evaluating a Supplier's performance in accordance with the Supplier Performance Evaluation Policy and includes both Interim and Final Performance Evaluation Reports.

"**Procurement**" means the acquisition of Deliverables by purchase, rental or lease.

"**Procurement Plan**" means the plan developed by an Employee at the outset of an Invitational Competition or Open Competition in accordance with the Competitive Procurement Planning Policy.

"Procurement Project" means any Procurement of Deliverables with a value of $10,000 or more, except where the Procurement is made through an existing Standing Offer or Qualified Supplier Roster.

"**Procurement Value**" means the maximum total value of the Deliverables being procured and must include all costs to the Village in Canadian dollars using the Bank of Canada exchange rate, including, as applicable, acquisition, maintenance, replacement, disposal, training, delivery, installation and extension options, less applicable rebates or discounts and exclusive of sales taxes.

"**Purchase Order**" means the Village's written document issued by a duly authorized employee of the Village to a Supplier formalizing all the terms and conditions of the purchase and supply of the Deliverables identified on the face of the Purchase Order.

"**Purchasing Card**" means a credit card provided by the Village to authorized officers and employees for use as a payment method to purchase directly from Suppliers where permitted under the Procurement Policy and in accordance with any cardholder agreement and applicable procedures.

"**Qualified Supplier Roster**" means a list of Suppliers that have participated in and successfully met the requirements of a Request for Supplier Qualifications (RFSQ) and have therefore been pre-qualified to perform discrete work assignments involving the delivery of a particular type of Deliverable. The Suppliers that qualify for inclusion on the Qualified Supplier Roster will enter into a Master Framework Agreement and will be eligible to participate in Roster Competitions, as and when the Goods or Services are required.

"**Roster Competition**" means an expedited, Invitational Competition between Suppliers that have been included on a Qualified Supplier Roster for the selection of a Supplier to perform a discrete work assignment during the term of the roster. **"Services"** means services supplied or to be supplied, by a person.

"**Solicitation Document**" means the document issued by the Village to solicit Bids from Bidders.

"**Standing Offer**" means a written offer from a pre-approved Supplier to supply Deliverables to the Village, upon request, using an ordering process during a particular period, at a predetermined price or discount, generally within a pre-defined dollar limit. The Standing Offer does not create a Contractual commitment from either party for a defined volume of business. The commitment to purchase against a Standing Offer is formed at the time a specific order is placed through the issuance of a Purchase Order to the Supplier.

"**Supplier**" means a person carrying on the business of providing Deliverables.

Schedule B – Exclusions

1. Excluded Acquisitions and Expenditures

- This policy does not apply to Contracts or agreements for the sale, purchase, lease or license of land or existing buildings, given that such contracts must be approved by the Council.
- This policy does not apply to the acquisition of the following Deliverables:
  - Services of expert witnesses or factual witnesses used in court of legal proceedings
  - Goods intended for resale to the public
  - Goods purchased on a commodity market
  - Works of art
  - Subscriptions to newspapers, magazines or other periodicals
- This policy does not apply to Contracts or agreements relating to hiring of employees or employee compensation or reimbursement of employee expenses.

Schedule C – Procurement Thresholds

The Procurement thresholds and conditions of delegated authority to procure are set out in the Village's delegation bylaw.

Schedule D – Supplier Code of Conduct

The Village requires its Suppliers to act with integrity and conduct business in an ethical manner. The Village may refuse to do business with any Supplier that has engaged in illegal or unethical Bidding practices, has an actual or potential conflict of interest or an unfair advantage, or fails to adhere to ethical business practices.

Suppliers are responsible for ensuring that any employees, representatives, agents or subcontractors acting on their behalf conduct themselves in accordance with this Code of Conduct. The Village may require the immediate removal and replacement of any individual or entity acting on behalf of a Supplier that conducts themselves in a manner inconsistent with this Code of Conduct. The Village may refuse to do business with any Supplier that is unwilling or unable to comply with such requirement.

(a) Illegal or Unethical Bidding Practices

Illegal or unethical Bidding practices include:

- Bid-rigging, price-fixing, bribery or collusion or other behaviours or practices prohibited by federal or provincial statutes;
- offering gifts or favours to the Village's officers, employees, appointed or Board officials or any other representative of the Village;
- engaging in any prohibited communications during a Procurement process;
- submitting inaccurate or misleading information in a Procurement process; and
- engaging in any other activity that compromises the Village's ability to run a fair Procurement process.

The Village will report any suspected cases of collusion, Bid-rigging or other offenses under the *Competition Act* to the Competition Bureau or to other relevant authorities.

(b) Conflicts of Interest

All Suppliers participating in a Procurement process must declare any perceived, possible or actual conflicts of interest.

The term "Conflict of Interest," when applied to Suppliers, includes any situation or circumstance where:

- in the context of a Procurement process, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
    - (i) having, or having access to, confidential information of the Village that is not available to other Suppliers;

(ii) having been involved in the development of the Procurement document, including having provided advice or assistance in the development of the Procurement document;

(iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the Procurement document;

(iv) communicating with any person with a view to influencing preferred treatment in the Procurement process (including but not limited to the lobbying of decision makers involved in the Procurement process); or

(v) engaging in conduct that compromises, or could be seen to compromise, the integrity of an open and competitive Procurement process or render that process non-competitive or unfair; or

§ in the context of performance under a potential Contract, the Supplier's other commitments, relationships or financial interests:

(i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or

(ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its Contractual obligations.

Where a Supplier is retained to participate in the development of a Solicitation Document or the specifications for inclusion in a Solicitation Document, that Supplier will not be allowed to respond, directly or indirectly, to that Solicitation Document.

(c) Ethical Business Practices

In providing Deliverables to the Village, Suppliers are expected to adhere to ethical business practices, including:

§ performing all Contracts in a professional and competent manner and in accordance with the terms and conditions of the Contract and the duty of honest performance;

§ complying with all applicable laws, including safety and labour codes (both domestic and international as may be applicable);

§ equity and fairness;

§ consideration of GHG emissions; and

§ providing workplaces that are free from harassment and discrimination.

Procurement Planning Policy

1. Purpose and Interpretation

The purpose of this policy is to assist Employees in planning for a Procurement. Defined terms used in this policy have the meaning assigned in the Definitions in Schedule A of the Village's Procurement Policy and this policy should be read in conjunction with the Village's Procurement Policy.

2. Determining Requirements

The CAO must clearly identify what is to be procured. A concise initial mapping statement describing the required Deliverables will be used to develop clear business requirements and detailed specifications.

3. Market Research

Supplier engagement can be an important part of the Procurement process. Suppliers have a wealth of knowledge and insight they can offer regarding products, business solutions and market conditions.

If the CAO is uncertain about the Deliverables required or where there is insufficient internal knowledge about the market, the CAO could conduct a Request for Information (RFI) process.

4. Supply Arrangements for Recurring Requirements

Before initiating a Procurement, Employees must consider the availability of existing supply arrangements, as described below.

If the Deliverables will be required on a frequent or regularly recurring basis, and there is no existing supply arrangement, the CAO may establish a Standing Offer or Qualified Supplier Roster.

5. Determining Procurement Value

The CAO must accurately estimate the value of the Procurement.

The Procurement value means the maximum total value of the Procurement over the entire duration of the Contract, whether awarded to one or more Suppliers, considering all forms of remuneration, including:

(a) all premiums, fees, commissions and interest; and

(b) the total value of all possible options, including any options for renewal or extension of the term of the Contract (e.g. a two-year Contract with an option to renew for an additional one-year period) and any options to purchase additional Deliverables (e.g. the Contract is for the initial purchase of two pieces of equipment with an option to purchase up to an additional four pieces of equipment during the term of the Contract) or any potential add-ons or upgrades that may be provided under the Contract.

The total value must include all costs to the Village for all Goods and Services and Construction to be supplied under the Contract(s), including, if applicable, delivery, installation, training, operation, maintenance, replacement and disposal, but excluding applicable sales taxes.

If multiple Contracts are entered into for the same Deliverables, the Procurement value is the total value of all the Contracts for the same Deliverables entered into on a minimum annual basis, or in event that the Contracts exceed a year, as calculated for the duration of those Contracts.

In estimating the Procurement Value, Employees are strongly encouraged to err on the side of caution and ensure that the Procurement is appropriately streamed. For example, if it is foreseeable that all Bids may come in over the Open Competition Thresholds, an Open Competition should be used. Failure to accurately estimate the Procurement Value may result in situations where an inappropriate Procurement method is used, potentially resulting in the need to cancel the Procurement process and significant delay in the acquisition of the required Deliverables.

6. Approved Budget

Before initiating a Procurement, the CAO must ensure that sufficient funding is available from an approved funding source under a Council budget.

7. Detailed Procurement Plan for Competitive Process

The CAO is responsible for developing a detailed Procurement Plan for all Competitive Processes.

8. Major Projects

A major project is a Procurement that is of a value, complexity, risk level or public profile that requires that it be given a significant allocation of attention and time from the Council and CAO, as well as the potential involvement of other stakeholders.

When conducting a major project, Employees, in consultation with CAO, must consider the following additional potential needs:

(a) the retention of external advisors where there are insufficient internal resources to assist in developing specifications or business requirements;

(b) the appointment of an internal project lead to coordinate input from multiple Employees or stakeholders;

(c) the engagement of a fairness consultant where the major project is high-profile or controversial or involves a particularly complex Supplier selection process.

Format Selection Policy

1. Purpose and Interpretation

The purpose of this policy is to provide assistance and direction to Employees in selecting the appropriate Solicitation Document format for a Procurement Project. Defined terms used in this policy have the meaning assigned in the Glossary of Terms in Schedule A of the Village's Procurement Policy. This policy should be read in conjunction with the Village's Procurement Policy.

2. Forms of Template Solicitation Documents

CAO maintains a series of Solicitation Document templates. Forms of Solicitation Documents include the following:

- **Invitational Request for Quotation (RFQ)** – This format is for use in an Invitational Competition for the Procurement of Low Value Purchases of Goods, Services or construction where Bids will be solicited from a limited number of Suppliers, and the evaluation and ranking of Bidders will be based on lowest price.

- **Request for Quotation (RFQ) – Low-Bid Version** – This format is for use in a simplified Open Competition for the Procurement of standard Goods, Services or construction on the basis of lowest price and standardized Contract terms that will not require negotiation.

- **Request for Quotation (RFQ) – High-Score Version** – This format is for use in an Open Competition for the Procurement of standard goods, services or construction on the basis of straightforward high-score evaluation criteria and standardized Contract terms that will not require negotiation.

- **Invitation to Tender (ITT)** – This format is for use in an Open Competition for the Procurement of Goods or Construction where there is a need for legally binding, irrevocable Bids, typically supported by Bid security, and price is the primary consideration. This format must include well-defined specifications, requirements and Contract terms and conditions, as post-Bid negotiations are not permitted.

- **No-Negotiation (Contract A) Request for Proposal (RFP)** – This format is for use in an Open Competition for the Procurement of Goods, Services or Construction where there is a need for legally binding, irrevocable Bids and where factors other than price will be evaluated. This format must include well-defined specifications, requirements and Contract terms and conditions, as post-Bid negotiations are not permitted.

- **Consecutive Negotiation (Rank and Run) RFP** – This format is for use in an Open Competition for the Procurement of Goods, Services or complex Construction projects where proposals will be ranked on price and non-price factors and the top-ranked proponent will be invited to negotiate the final Contract. The rules of the process provide that if the negotiations with the top-ranked proponent fail, the Village can proceed to negotiate with the next-ranked proponent. This format allows for a more flexible process to encourage innovative and creative proposals that may help inform the development of final specifications or performance terms through the negotiation of the final Contract with the selected proponent.

§ **Concurrent Negotiation (Dialogue/BAFO) RFP** – This format is for use in an Open Competition for the Procurement of Goods, Services or complex Construction projects where proposals will be ranked on price and non-price factors to create a short-list of proponents that will be invited to engage in negotiation or discussions with the Village prior to submitting a best and final offer (BAFO) for further evaluation and final ranking. This format allows for a more flexible process to encourage innovative and creative proposals and is particularly useful where the nature of the project may allow for a variety of potential approaches and solutions that the Village could consider and use to refine the requirements prior to the submission of BAFOs and final ranking and selection of Bidders.

§ **Request for Supplier Qualifications (RFSQ) – Prequalification Version** – This format is used to prequalify Suppliers in the first stage of a two-stage Open Competition. Bidders who meet the requirements of the RFSQ are eligible to participate in the second stage Procurement process and are invited to respond to a subsequent Solicitation Document.

§ **Request for Supplier Qualifications (RFSQ) – Roster Framework Version** – This format is for use in an Open Framework Competition to prequalify Suppliers that will be invited to compete in multiple second stage Procurement processes for the same type of Deliverables. Those Suppliers that qualify in the first stage of the process will be invited to enter into Master Framework Agreements that will govern any future work assignments awarded to them.

3. Selection Factors

Key factors to consider in choosing the appropriate Solicitation Document format include:

(a) value and complexity of the purchase;

(b) whether Bid security is required – irrevocable Bids and Bid security should only be required where there are legitimate business reasons for doing so; and

(c) whether Bidder responses may inform the final specifications or performance terms, and whether the final Contract will need to be negotiated with the top-ranked Bidder.

The ITT and the No-Negotiation RFP formats require Bidders to submit irrevocable Bids and give rise to a legally binding Procurement Contract called "Contract A." Bids are considered irrevocable where the Solicitation Document requires that Bidders be bound to their Bid prices or that Bids remain open for acceptance for a fixed period. All terms of the purchase Contract (i.e. "**Contract B**") must be included in the ITT and the No-Negotiation RFP and cannot be negotiated or amended after the closing deadline. Where a Contract A format is used, the risk to the Village is greatly increased and all employees involved in the Procurement Project should ensure that they fully understand the Village's legal obligations when utilizing these formats.

4. Market Research Tool

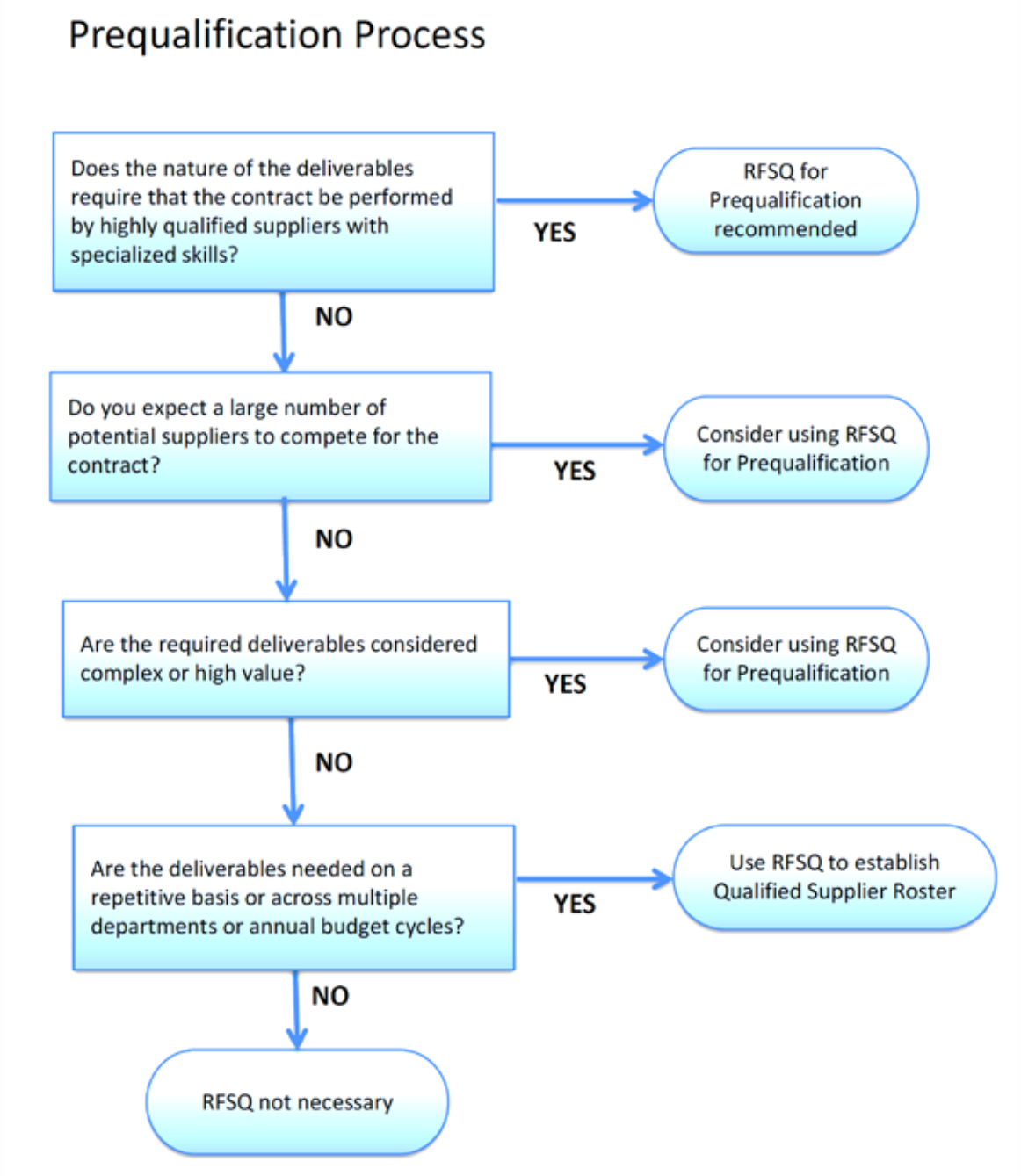
Use a Request for Information (RFI) template for the purpose of soliciting information about Deliverables and/or expressions of interest from Suppliers. This format is used to conduct a structured and transparent market research and information gathering process to obtain information from potential Suppliers regarding the types of Goods and Services, and Construction available to meet the CAO's needs and to assess the interest in the marketplace in providing the

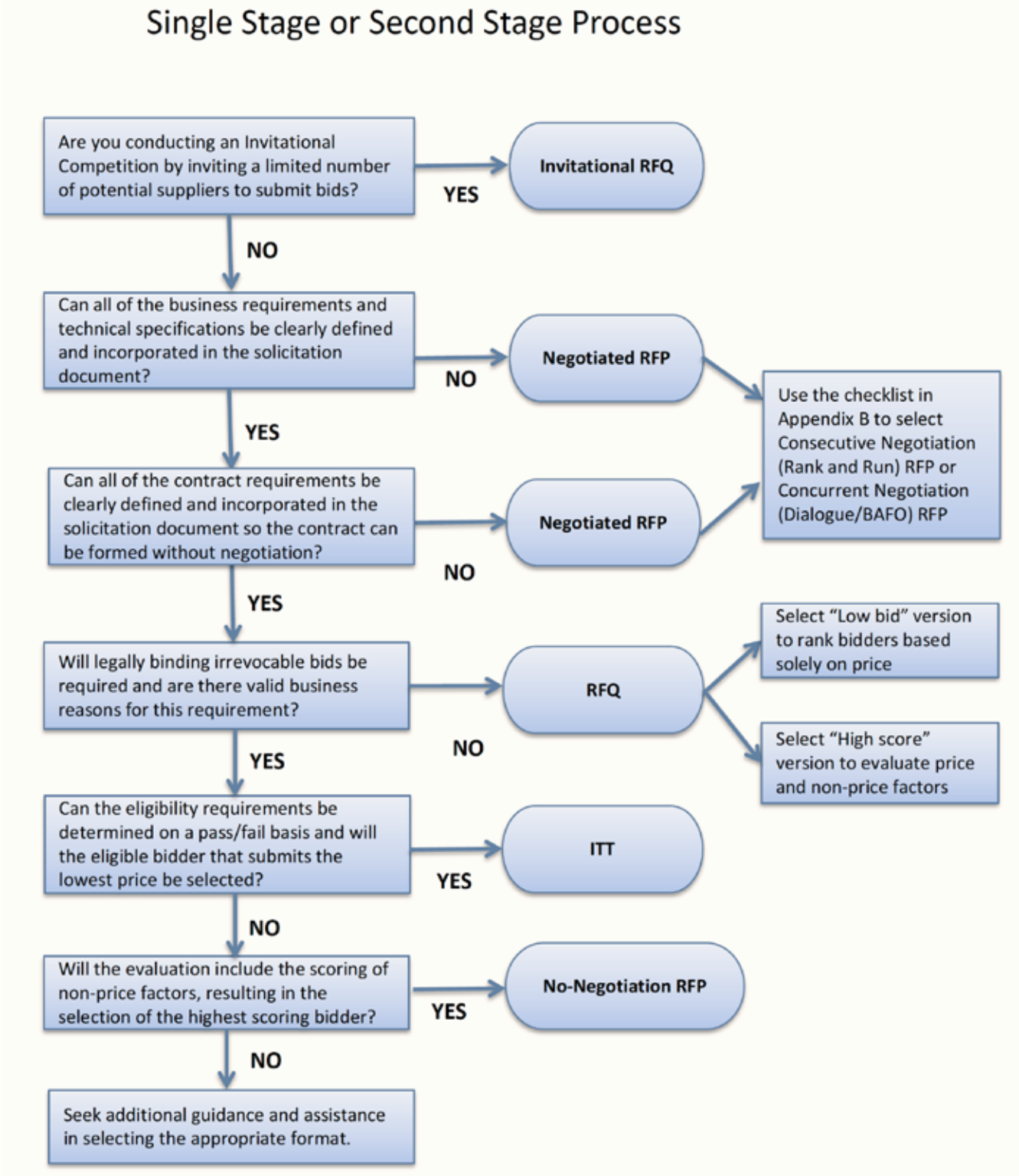
Deliverables to the CAO. This format is not intended to result directly in the Procurement of Deliverables, but rather to inform a future Procurement, and must not be used to pre-qualify Bidders or restrict participation in a future Competitive Procurement process.

5. **Alternative Forms of Procurement**

If THE VILLAGE is considering an alternative form of Procurement or a Solicitation Document not provided in this policy, a meeting must be set up with the Mayor or designate during the initial planning and budgeting stage to discuss options.

Appendix A: Format Selection Questionnaire




Single Stage or Second Stage Process
Are you conducting an Invitational Competition by inviting a limited number of potential suppliers to submit bids?
YES
Invitational RFQ
NO
Can all of the business requirements and technical specifications be clearly defined and incorporated in the solicitation document?
NO
Negotiated RFP
YES
Can all of the contract requirements be clearly defined and incorporated in the solicitation document so the contract can be formed without negotiation?
Negotiated RFP
NO
YES
Use the checklist in Appendix B to select Consecutive Negotiation (Rank and Run) RFP or Concurrent Negotiation (Dialogue/BAFO) RFP
Will legally binding irrevocable bids be required and are there valid business reasons for this requirement?
RFQ
NO
YES
Select "Low bid" version to rank bidders based solely on price
Select "High score" version to evaluate price and non-price factors
Can the eligibility requirements be determined on a pass/fail basis and will the eligible bidder that submits the lowest price be selected?
YES
ITT
NO
Will the evaluation include the scoring of non-price factors, resulting in the selection of the highest scoring bidder?
YES
No-Negotiation RFP
NO
Seek additional guidance and assistance in selecting the appropriate format.

Appendix B: Procurement Format Checklist

Invitational RFQ

- You are buying simple Goods, Services or Construction with a value below the Open Competition thresholds.
- Irrevocable Bids are not returned.
- You will be conducting an Invitational Competition by inviting a limited number of potential Suppliers to submit Bids.
- The business requirements and technical specifications can be clearly defined in advance and incorporated into the Solicitation Document.
- The Contract requirements and performance terms and conditions are relatively straightforward and can be incorporated into the Solicitation Document to permit the finalization of the Contract with the successful Bidder without, or with only minor, negotiations.
- You will select either the lowest Bidder meeting mandatory requirements or the highest scoring Bidder based on a relatively simple evaluation of price and non-price factors.

Open RFQ

- You are buying simple goods, services or construction through an Open Competition.
- Irrevocable Bids are not required.
- The business requirements and technical specifications can be clearly defined in advance and incorporated into the Solicitation Document.
- The Contract requirements and performance terms and conditions are relatively straightforward and can be incorporated into the Solicitation Document to permit the finalization of the Contract with the successful Bidder without, or with only minor, negotiations.
- You will select the lowest Bidder meeting mandatory requirements (select the Low-Bid Version of the RFQ)Bidder.

ITT

- You are buying goods or construction through an Open Competition.
- There are valid business reasons for requiring legally binding, irrevocable Bids, with or without Bid security.

- You have straightforward eligibility requirements that can be determined on a pass/fail basis and will select the Bidder that meets the requirements and submits the lowest price.

- All the business requirements and technical specifications can be clearly defined in advance and incorporated into the Solicitation Document.

- All the Contract requirements and performance terms and conditions can be clearly defined in advance and incorporated into the Solicitation Document to permit the finalization of the Contract with the successful Bidder without negotiations.

No-Negotiation RFP

- You are buying Deliverables through an Open Competition.

- There are valid business reasons for requiring legally binding, irrevocable Bids, with or without Bid security.

- You will evaluate both price and non-price factors and will select the highest scoring Bidder.

- All the business requirements and technical specifications can be clearly defined in advance and incorporated into the Solicitation Document.

- All the Contract requirements and performance terms and conditions can be clearly defined in advance and incorporated into the Solicitation Document to permit the finalization of the Contract with the successful Bidder without negotiations.

Consecutive Negotiation (Rank and Run) RFP

- You are buying goods, services or complex construction projects through an Open Competition.

- Irrevocable Bids are not required.

- Detailed, innovative or creative proposals are desired.

- You will evaluate both price and non-price factors and will rank proposals based on highest score.

- You may need to adapt the final specifications and/or performance terms based on the successful proposal.

- There may be a need to negotiate some terms of the final Contract to ensure that they are appropriately tailored to the proponent's proposed solution.

- You can include sufficiently detailed business requirements and technical specifications in the Solicitation Document to allow proponents to propose fully developed solutions and complete pricing proposals at the submission deadline.

- You prefer to engage in negotiation with only the top-ranked proponent.

- You will only engage in negotiation with the next-ranked proponent if negotiations with the top-ranked proponent are unsuccessful.

Concurrent Negotiation (Dialogue/BAFO) RFP

- You are buying goods, services or complex construction projects through an Open Competition.
- Irrevocable Bids are not required.
- Detailed, innovative or creative proposals are desired.
- You will evaluate both price and non-price factors and will rank proposals based on highest score.
- You may need to adapt the final specifications and/or performance terms based on the successful proposal.
- There may be a need to negotiate some terms of the final Contract to ensure that they are appropriately tailored to the proponent's proposed solution.
- A variety of different approaches and solutions could meet the project requirements, and the detailed scope of work and specifications may vary depending on the proposed solution.
- You would like to have an opportunity to engage in discussions with a short-list of high-scoring proponents to consider and better understand the various approaches and solutions that they have proposed and to ensure that the proponents fully understand your needs and requirements.
- You want to allow the short-listed proponents to develop and refine their proposed solutions and pricing proposals after those discussions through the submission of a best and final offer (BAFO).
- Based on the evaluation of the BAFOs, you will invite the top-ranked proponent to negotiate and finalize the Contract.

Request for Supplier Qualifications (RFSQ) – Prequalification Version

- You are buying goods, services or construction through a two-stage Open Competition.
- You want to ensure that potential Bidders are sufficiently competent, qualified and experienced to undertake and successfully complete the project prior to inviting them to Bid on the detailed requirements and specifications of the project.
- You expect that a large number of potential Suppliers may want to compete for the Contract and you want to narrow the field prior to soliciting Bids.

- You will set a limit on the number of eligible Bidders or a minimum threshold score that must be achieved before a potential Supplier will be considered eligible to participate in the second-stage competition.

Request for Supplier Qualifications (RFSQ) – Roster Framework Version

- You require the same type of goods, services or construction on a regular and recurring basis over a period of time.

- You want to be able to obtain quotes quickly and efficiently from qualified Suppliers that are able to provide the required goods, services or construction in accordance with established and agreed upon general Contract terms and conditions.

Qualified Supplier Rosters Policy

1. Purpose

The purpose of this policy is to provide procedures and guidance for establishing and managing Qualified Supplier Rosters.

2. Interpretation

Defined terms used in this policy have the meaning assigned in the Glossary of Terms in Schedule A of the Procurement Policy.

For ease of reference, the following defined terms are repeated here:

"Open Framework Competition" means the Competitive Process used to establish a Qualified Supplier Roster and provide for an ongoing application process during the term of the Qualified Supplier Roster, as further described in this policy.

"Qualified Supplier Roster" means a list of Suppliers that have participated in and successfully met the requirements of a Request for Supplier Qualifications (RFSQ), and have therefore been pre-qualified to perform discrete work assignments involving the delivery of a particular type of Deliverable.

"Roster Competition" means an expedited, invitational competition between Suppliers that have been included on a Qualified Supplier Roster for the selection of a Supplier to perform a discrete work assignment during the term of the roster.

"Master Framework Agreement" means a master agreement entered into between the Village and the pre-qualified Suppliers that have been included on a Qualified Supplier Roster.

3. Establishing a Qualified Supplier Roster

In situations where a Employee or multiple Business Units require the same type of good or service on a regular or recurring basis, it may not be efficient or cost-effective to initiate a new open Procurement process each time that particular good or service is required. In such cases, a Qualified Supplier Roster of prequalified Suppliers should be established.

The CAO is responsible for establishing Qualified Supplier Rosters in cooperation with employees. An Open Framework Competition is conducted through the public issuance of an RFSQ, and Suppliers are pre-screened based on the qualification criteria and evaluation process set out in the RFSQ.

The evaluation process must specify the minimum threshold and conditions that must be met for a Supplier to be considered qualified. Due to the variability of requirements, Qualified Supplier Rosters do not generally include firm pricing for all items in scope. In some cases, the RFSQ may include a requirement to provide "ceiling prices," maximum hourly rates or unit prices which the Supplier agrees not to exceed when submitting a Bid in response to a Roster Competition during the term of the Qualified Supplier Roster or for a shorter specified period. If the Qualified Supplier Roster is intended to be in place for a long or indefinite period, it is not reasonable to require ceiling prices or maximum rates unless a reasonable price escalation mechanism will apply.

The qualified Suppliers meeting all of the requirements and conditions in the RFSQ process will be invited to enter into a Master Framework Agreement. The CAO is responsible for entering into and managing Master Framework Agreements on behalf of the Village.

The Master Framework Agreement will set out the process for Roster Competitions and the general terms and conditions that will govern any future work assignments. Upon execution of the Master Framework Agreement, the qualified Supplier will be included on the Qualified Supplier Roster. As the need for the Deliverables arises, the Village will select one or more of the Suppliers on the Qualified Supplier Roster to perform the work assignment through a Roster Competition.

A Qualified Supplier Roster does not result in any commitment by the Village to purchase Deliverables from the Supplier. The Supplier may be selected, in accordance with the Roster Competition, to provide the Deliverables on a non-exclusive basis.

4. Preparing the RFSQ

The Solicitation Document should be prepared using the Request for Supplier Qualifications (RFSQ) for Roster Framework template. The following information must be addressed in the RFSQ:

- ☐ the qualification criteria and evaluation process;
- ☐ the threshold evaluation score needed in order to be included on the Roster; and
- ☐ the term of the Master Framework Agreement.

The RFSQ must not include:

- ☐ conditions for participation that are not essential to ensure that a Supplier has the legal and financial capacities and the commercial and technical abilities to provide the goods or services;
- ☐ local content or other economic benefits criteria that are designed to favour Suppliers from a particular geographic location (region, territory, province or nation) or goods or services of a particular geographic location; or
- ☐ requirements that Bidders have previously been awarded Contracts by the Village or have prior experience in a particular geographic location.

The Master Framework Agreement must be attached to the RFSQ and should include details regarding the management of the Qualified Supplier Roster, including:

- ☐ the process by which new Suppliers will be given the opportunity to qualify for inclusion in the Qualified Supplier Roster;
- ☐ the process by which Suppliers may be removed from the Qualified Supplier Roster; and
- ☐ the process for conducting Roster Competitions.

5. Conducting the Open Framework Competition

To establish a Qualified Supplier Roster, the Open Framework Competition should be conducted in accordance with the following:

(a) Procurement Notice

Suppliers must be able to access the notice free of charge. The notice inviting interested Suppliers to apply for inclusion in a Qualified Supplier Roster must include:

- ☐ procuring entity's name and address;
- ☐ contact information (phone and/or email) of contact person;
- ☐ information on how to obtain all relevant documents relating to the list;
- ☐ a description of the goods or services, or categories thereof, for which the Qualified Supplier Roster may be used;
- ☐ the conditions for participation to be satisfied by Suppliers for inclusion on the list and the methods that the procuring entity will use to verify that a Supplier satisfies the conditions;
- ☐ the period of validity of the list and the means for its renewal or termination, or if the period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the list; and
- ☐ Posting of Solicitation Document.

(b) Time Period for Bid Submission

Suppliers must be provided sufficient time to prepare and submit responses to the RFSQ.

Whenever possible, the RFSQ should allow for responses to be submitted by electronic means. If responses are accepted by electronic means, Suppliers must be given a minimum of 25 calendar days to respond. If for some reason electronic submission of responses is not permitted, a minimum time period of 30 calendar days must be provided.

(c) Ongoing Application Process

During the term of the Qualified Supplier Roster, both the notice inviting interested Suppliers to apply for inclusion in a Qualified Supplier Roster and the RFSQ document should be made continuously available and Suppliers must be permitted to apply for inclusion in the Qualified Supplier Roster at any time. The same qualification requirements, evaluation process and Master Framework Agreement that were included in the original RFSQ will apply for the purpose of qualifying new Suppliers for inclusion on the Qualified Supplier Roster.

Applications for qualification must be considered on a quarterly basis and Suppliers must be promptly notified of the outcome. If an application is rejected, the Supplier must be provided with a written explanation of the reasons for the decision. A Supplier that applies for

qualification and is not selected for inclusion on the Qualified Supplier Roster will not be permitted to reapply for a minimum period of one (1) year.

6. Removing Suppliers from the Qualified Supplier Roster

Suppliers that fail to perform Contracts awarded through a Roster Competition in a satisfactory manner, may be removed from the Qualified Supplier Roster, and will no longer be eligible to participate in Roster Competitions and will not be eligible to re-qualify during the term of the Qualified Supplier Roster.

In addition to poor performance, Suppliers may also be removed from the Qualified Supplier Roster on grounds such as:

(a) bankruptcy or insolvency;

(b) false declarations;

(c) final judgments in respect of serious crimes or other serious offences; or

(d) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Supplier.

If a Supplier is removed from a Qualified Supplier Roster, the Supplier must be provided with a written explanation of the reasons for the decision.

7. Roster Competitions

The Suppliers on the Qualified Supplier Roster should be invited to compete for discrete work assignments during the term of the Qualified Supplier Roster. The successful Supplier selected from a Roster Competition will provide the required Deliverables for the price quoted in their Bid in accordance with the general terms and conditions contained in the Master Framework Agreement and any specific terms and conditions included in the Solicitation Document used for the Roster Competition.

If the Procurement Value of the required goods and services associated with the work assignment is below the Open Competition Thresholds, an invitational quote process may be used to solicit quotes from the Suppliers on the Qualified Supplier Roster, in accordance with the Master Framework Agreement and any applicable procedures established by CAO .

If the Procurement Value of the required goods and services associated with the work assignment is at or above the Open Competition Thresholds, CAO is responsible for conducting the Roster Competition in accordance with the following:

(a) The time-period for submission of Bids must not be less than 10 calendar days. Longer time-periods of up to 25 days should be provided whenever possible.

(b) If a Supplier that is not included on the Qualified Supplier Roster submits a request to participate in the Roster Competition and submits all required information necessary to apply for inclusion on the Qualified Supplier Roster within the time-period for Bid submission, CAO must consider the application and promptly notify the Supplier of the outcome. Only in

exceptional cases, due to the complexity of the Procurement, may the Supplier be excluded on the grounds that there was insufficient time to consider their application within the time-period allowed for the submission of Bids.

If a Supplier that is not included on the Qualified Supplier Roster submits a request to participate in the Roster Competition and submits all required information necessary to apply for inclusion on the Qualified Supplier Roster within the time-period for Bid submission, Supplies and Services should consider the application if there is sufficient time to do so within the time-period allowed for the submission of Bids.

Supplier Suspension Policy

1. Purpose and Interpretation

The purpose of this policy is to set out the process for suspending Suppliers from participation in the Village's Procurement processes. Defined terms used in this policy have the meaning assigned in the Glossary of Terms in Schedule A of the Village's Procurement Policy.

2. Application

In order to ensure that the Village is receiving quality Deliverables and value for public money, and is dealing with Suppliers that conduct business in a professional and ethical manner, the Village may suspend Suppliers from participating in its Procurement processes for prescribed time periods.

A decision to suspend a Supplier must be made in accordance with this policy, must be supported by evidence and must be based on the reasons and factors set out below.

Suppliers are responsible for any employees, representatives, agents or subcontractors that are acting on their behalf and all references to the actions or conduct of the Supplier under this policy include the actions of any individual or entity acting on behalf of the Supplier.

3. Reasons for Suspension

3.1 Crimes or Offences

If a Supplier is convicted of serious crimes or other serious offences, including Bid-rigging, price-fixing or collusion, fraud or other statutory offenses, the Village will suspend that Supplier from participating in future Procurement processes.

3.2 False Declarations

If a Supplier includes false or misleading information in its Bids the Village may suspend that Supplier from participating in future Procurement processes.

If a Supplier fails to disclose a conflict of interest in connection with a Procurement process or during the performance of a Contract with the Village, and the Village subsequently discovers that such a conflict of interest exists, the Village may suspend that Supplier from participating in future Procurement processes.

The following non-exclusive factors should weigh in favour of suspension:

- The Supplier knowingly made misrepresentations or failed to disclose a conflict of interest.

- The misrepresentation or undisclosed conflict of interest resulted in the Supplier having an unfair advantage or otherwise compromised the integrity of the Village's Procurement process.

3.3 Poor Performance

If a Supplier performs inadequately under a Contract with the Village, the Village may consider suspending that Supplier in any of the following circumstances:

(a) The deficiencies in performance were significant or persistent.

(b) The Contract was terminated for performance issues prior to expiry.

(c) There were unrectified performance issues on a Contract that resulted in extra costs to the Village.

(d) The Deliverables provided were defective or deficient, and either were not replaced or repaired, or required multiple repairs.

(e) The Village brought a litigation proceeding against the Supplier in connection with performance or non-performance of the Supplier's Contractual obligations.

(f) The suspension of the Supplier has been recommended in accordance with the Village's Supplier Performance Evaluation Policy.

3.4 Professional Misconduct or Lack of Commercial Integrity

The Village may suspend a Supplier for professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Supplier. Such conduct includes, but is not limited to:

(a) unethical Bidding practices, such as inappropriate offers of gifts to the Village's officials, officers, employees or agents and inappropriate in-process lobbying or prohibited communications during a Procurement process;

(b) failing to perform Contracts in a professional and competent manner in accordance with the duty of honest performance and all applicable laws, including safety and labour codes; and

(c) engaging in litigious conduct or bringing frivolous or vexatious claims in connection with the Village's Procurement processes or Contracts, including but not limited to, unreasonable cost or expense claims or unsubstantiated allegations impugning the integrity of the Purchasing institution or its staff in relation to a Procurement process.

4. Process for Suspension

4.1 Suspension Recommendation Report

Any decision to suspend a Supplier must be supported by a written Suspension Recommendation Report that contains all details connected with the analysis of factors set out above.

The Suspension Recommendation Report will be prepared by the CAO and/or the Contract Administrator. A template Suspension Recommendation Report is set out in Appendix A of this policy.

4.2 Length and Scope of Suspension

The Suspension Recommendation Report must include the recommended length and scope of the suspension.

The length of the suspension period should be proportional to the reasons for the suspension and, in most cases, should not exceed a maximum of five (5) years. In the most serious of cases involving convictions criminal or quasi-criminal offences, a suspension period of up to ten (10) years may be considered.

The scope of the suspension can be either a blanket suspension for all Procurement processes or a suspension limited to Procurement processes for specific Deliverables.

The scope of the suspension can apply to both corporate entities as well as individuals.

4.3 Supplier Notification and Opportunity to Respond

The CAO will notify the Supplier of the decision to recommend suspension and will provide the Supplier with a copy of the Suspension Recommendation Report setting out the reasons for the suspension. The notice will advise the Supplier of its opportunity to respond to the recommendation for suspension by sending written submissions to the CAO within 10 business days of the date of the notice.

4.4 Decision of Mayor

All decisions to suspend a Supplier must be approved by the Village's Mayor.

In making its decision, the Mayor will consider the Suspension Recommendation Report and any response submitted by the Supplier.

The Mayor may seek any additional information they require and may consult with the Board, legal counsel or other advisors, as necessary.

4.5 Notice of Decision

The Supplier must be notified, in writing, of the final suspension decision made by the Mayor.

If the recommendation for suspension is approved, the notification letter must contain:

(a) the length of the suspension period and the scope of the suspension;

(b) full details as to the reasons for the suspension, including copies of any documents or correspondence to support such a suspension; and

(c) notice of the Supplier's right to apply for reinstatement within the prescribed time period and the process for requesting such a reinstatement.

5. Application for Reinstatement

A suspended Supplier may apply for reinstatement upon the completion of half of the original suspension period. For example, if the original suspension period was two years, the Supplier may apply for reinstatement after one year.

In order to apply for reinstatement, the Supplier must submit a written case for reinstatement, including supporting documentation, if necessary, that provides reasons why the original reason for the suspension would no longer prove a risk for the Village.

(a) Applications for reinstatement are to be reviewed by the Mayor. If the Mayor determines that allowing the Supplier the opportunity to participate in the Village's Procurement processes would no longer expose the Village to risk, then the application for reinstatement may be approved.

(b) The Supplier must be notified, in writing, of the final reinstatement decision made by the Mayor.

6. Suspended Suppliers List

The CAO must maintain an up-to-date and current list of all suspended Suppliers. Any Supplier that is owned or controlled by the same individual(s) that owned or controlled a suspended Supplier at the time it was suspended is also considered suspended.

The list should contain, at a minimum:

(a) the full name of the Supplier or individual, where an individual is suspended;

(b) the names of the directors and officers of the Supplier, if applicable;

(c) the reasons for the suspension;

(d) the file number where the Suspension Recommendation Report is filed;

(e) the scope of the suspension (i.e. blanket suspension or specific Deliverables); and

(f) the length of the suspension period and the date of the expiry of the suspension period.

For any competitive Procurement process, the CAO must check the suspended Suppliers list to ensure that Bids are not accepted from suspended Suppliers.

Contract Management Policy

1. Purpose and Interpretation

The purpose of this policy is to provide guidelines and set out the roles and responsibilities for the management of all Contracts with Suppliers for the provision of Deliverables procured by the Village. Defined terms used in this policy have the meaning assigned in the Glossary of Terms in Schedule A of the Village's Procurement Policy.

2. General Principles

Contract management begins with the awarding of a Contract, and should continue throughout the life of a Contract until all the obligations under the Contract have been satisfactorily completed, final payment has been made and warranties have expired.

The Contract must be appropriately managed to ensure that all Deliverables are properly received, payments are appropriately made, all timelines are met and any extension options are appropriately exercised.

3. Roles and Responsibilities

(a) Role of the CAO and Their Designate

It is the role and responsibility of the CAO or designate to:

- assign a Contract Administrator to each Contract for Deliverables;
- provide support and advice to the Contract Administrator as required;
- ensure that all Contract Administrators are appropriately trained, have knowledge and understanding of applicable policies and policys, and are able to fulfill the role of Contract Administrators as set out in this policy; and
- monitor and ensure compliance with this policy and the Supplier Performance Evaluation Policy.

(b) Role of Contract Administrator

It is the role and responsibility of the Contract Administrator to:

- be familiar with and understand all of the terms and conditions of the Contract;
- create a file for the retention of all documentation related to the Contract, as further described in Section 5 of this policy;
- facilitate and maintain a professional working relationship with the Supplier;
- ensure all Contracts are complete and accurate and executed prior to the commencement of any work or deliveries;

- ensure all invoices are complete and accurate prior to approving payment;
- review invoices in a timely manner and ensure approved payments are made in accordance with the payment terms in the Contract;
- track renewal or extension dates and appropriately exercise discretion in respect of options to renew or extend Contracts;
- anticipate and respond to changes in circumstances that may impact Contract performance, such as unseasonable weather, labour disruptions, unforeseen site conditions, indications of changes in the Supplier's financial stability, etc.;
- meet with the Supplier at appropriate intervals to discuss any performance issues or concerns;
- formally evaluate the Supplier's performance in accordance with the Supplier Performance Evaluation Policy;
- document all communications related to the Supplier's performance of the Contract;
- consult with a legal service provider, as necessary, with respect to interpretation of the terms and conditions of the Contract; and
- seek advice from a legal services provider, as necessary, with respect to compliance issues and Contract disputes.

4. Contract Amendments and Scope Changes

Contract extensions and amendments must not be used to expand a Contract beyond what was contemplated under the terms of the Contract and the original Procurement process, or to circumvent the need to procure additional Deliverables through a Competitive Process in accordance with this policy.

During the course of a Contract, additional work may arise that could not be anticipated during the project planning process. Contract amendments for adjustments to the scope of the Contract may be approved if the adjustment is for work that is directly connected or incidental to the original Contract scope.

The expansion or extension of a Contract to procure Deliverables that were not contemplated in the original Procurement is a Non-Standard Procurement and, if the total cumulative value of the additional Deliverables equals or exceeds the Open Competition Threshold, the Non-Standard Procurement must be approved in accordance with the Village's Non-Standard Procurement Policy. Where a Contract is amended or extended more than once, the total cumulative value of the additional Deliverables includes the value of all previously approved amendments and extensions and the value of the proposed amendment or extension.

If a Contract amendment results in a net increase to the Contract value previously approved, the amendment must be approved in accordance with the Village's Authorization Schedule.

All amendments to an existing Contract must be appropriately documented.

5. Contract Disputes

All potential Contract disputes with Suppliers must be managed in accordance with the dispute resolution mechanisms outlined in the Contract. Where a Contract is silent on dispute resolution, Employees must ensure that potential disputes are proactively managed and appropriately escalated. Written copies of all communications and correspondence with Suppliers concerning a Contract dispute must be maintained by the CAO or designate.

A Contract can only be terminated prior to its expiry date with the involvement of advice from a legal services provider and in accordance with the terms and conditions outlined in the Contract.

6. Document Retention and Contract File

Documentation should be up-to-date and organized in a way that clearly allows for tracking of the receipt of the expected quantity and quality of the Deliverables under the Contract, timelines for delivery dates, performance milestones and performance evaluation dates.

Contract Administrators must retain originals or copies of the following documents and records:

(a) authorization of the award of the Contract to the Supplier;

(b) Contracts and all related documentation, including, but not limited to, Solicitation Documents, the Supplier's Bid, customized agreements, related drawings, plans, purchase orders, schedules, specifications, etc.;

(c) warranties and/or documented certifications, such as ISO ratings, fitness certificates, compliance with electrical safety standards, etc.;

(d) insurance certificates, as required by the Contract;

(e) surety bonds or other forms of performance guarantees, if required by the Contract;

(f) relevant dates, such as delivery dates (this notation may be as simple as a checkmark beside an expected receipt of goods date, and should be initialed and dated by the person doing the review);

(g) details of any extenuating circumstances that had an impact on Contract compliance (e.g. extreme weather, labour disputes, power outages, accidents, etc.);

(h) the date, nature, and outcome (positive or otherwise) of informal performance reviews;

(i) bills of lading, work orders, service records, invoices, cheque requisitions, etc.;

(j) change orders detailing new terms that have been negotiated into the Contract, if applicable;

(k) notes of all verbal discussions regarding Contract compliance;

(l) written communications, Interim and Final Performance Evaluation Reports completed in accordance with the Supplier Performance Evaluation Policy and notices to and from the Supplier;

(m) notes or minutes of any face-to-face and/or site meetings;

(n) records of any dispute resolution performance issues and actions taken; and

(o) any other relevant communications or documents related to the Contract and/or the Supplier's performance under the Contract.

Supplier Performance Evaluation Policy

1. Purpose and Interpretation

The purpose of this policy is to establish a performance evaluation process to evaluate Supplier performance in a transparent and consistent manner.

Supplier performance is critical to the success of Procurement projects. Poor workmanship, unnecessary Contract delays and unsafe work practices will not be tolerated.

Defined terms used in this policy have the meaning assigned in the Glossary of Terms in Schedule A of the Procurement Policy.

2. Performance Evaluation

At the outset of the Contract, the Contract Administrator will provide the Supplier with copies of the Interim and Final Performance Evaluation Reports that will be used to rate the Supplier's performance in accordance with this policy.

(a) Interim Evaluation

The Contract Administrator will formally evaluate the Supplier's performance and complete the Interim Performance Evaluation Report in Appendix A prior to the renewal or extension of the Contract, if applicable, and may formally evaluate the Supplier's performance and complete an Interim Performance Evaluation Report at any time during the term of the Contract, as determined by the Contract Administrator taking into account the nature, complexity, value and length of the Contract. In the case of multi-year Contracts, an Interim Performance Evaluation Report should be completed on an annual basis, at a minimum.

(b) Final Evaluation

The Contract Administrator will formally evaluate the Supplier's performance and complete the Final Performance Evaluation Report in Appendix B upon completion, expiration or termination of the Contract.

3. Incident Reports

Specific incidents of poor performance, in particular any incidents related to the health and safety matters, should be recorded at the time of occurrence or discovery. Email correspondence and/or notes to file (whether in physical or digital format), may also be used to record details of performance issues and incidents. A copy of the incident report should be provided to the Supplier and, where possible, the Supplier's acknowledgement of the incident should be obtained.

4. Interim Performance Evaluation Report

a. Notification of Supplier

The Contract Administrator will notify the Supplier of its overall performance rating and provide the Supplier with a copy of the completed and signed Interim Performance Evaluation Report.

b. Performance Issues

If the Supplier receives a "Below Standard" rating on any of the rated criteria in the Interim Performance Evaluation Report, the Contract Administrator will meet with the Supplier to clearly identify and discuss the performance issues, determine the corrective action that will be taken to rectify and avoid recurrence of the performance issues, and obtain the Supplier's agreement to take the corrective action within a specified time period.

Following the meeting, the Contract Administrator will confirm the details and outcome of the discussion in writing to the Supplier and will attach a copy of the written record of the meeting to the Interim Performance Evaluation Report.

The Contract Administrator will inform his or her Employee Director of the performance issues. If the performance issues are not rectified or there is a recurrence of the performance issues, the Contract Administrator will consult with the CAO to determine next steps.

5. Final Performance Evaluation Report

a. Performance Issues

If the Supplier receives a "Below Standard" rating on any of the rated criteria in the Final Performance Evaluation Report, the Contract Administrator will meet with the Supplier to discuss the performance issues and will consider any comments or explanations provided by the Supplier in the finalization of the Final Performance Evaluation Report.

b. Recommendation Based on Performance

Based on the final rating of the criteria in the Final Performance Evaluation Report, the Contract Administrator will make a recommendation to either:

- allow the Supplier to continue participating in future Procurement processes; or
- suspend the Supplier from participating in future Procurement processes for a period of up to three (3) years in accordance with the Supplier Suspension Policy.

c. Recommendation for Continued Participation

If the evaluation results in a recommendation to allow the Supplier to continue participating in Procurement processes, the Contract Administrator will notify the Supplier of its final rating and the resulting recommendation and provide the Supplier with a copy of the completed and signed Final Performance Evaluation Report.

d. Recommendation to Suspend

If the evaluation results in a recommendation to suspend the Supplier from participating in future Procurement processes in accordance with the Supplier Suspension Policy, the following steps must be taken:

(a) Review by Employee

The Contract Administrator will submit the Final Performance Evaluation Report to the CAO for review. The CAO will ensure that the Final Performance Evaluation Report is complete, will discuss the ratings with the Contract Administrator, and will ask the Contract Administrator to confirm that the Final Performance Evaluation Report accurately reflects the Supplier's performance.

(b) Preparation of Suspension Recommendation Report

The Contract Administrator will prepare the Suspension Recommendation Report in accordance with the Village's Supplier Suspension Policy.

(c) Notification of Supplier

In accordance with the Supplier Suspension Policy, the CAO will notify the Supplier of the decision to recommend suspension and will provide the Supplier with a copy of the Suspension Recommendation Report, attaching the completed and signed Final Performance Evaluation Report. The notice will advise the Supplier of the Supplier Suspension Policy and the opportunity to respond to the decision to recommend suspension.

6. Decision to Suspend

The decision with respect to suspension of the Supplier will be made in accordance with the Supplier Suspension Policy. The completed Final Performance Evaluation Report will be attached to the Suspension Recommendation Report. A decision under the Supplier Suspension Policy is final.

7. Retention of Evaluation Reports

The Contract Administrator will retain all original Interim and Final Performance Evaluation Reports and will provide the CAO with a copy of each Performance Evaluation Report. The CAO will retain copies of all Interim and Final Performance Evaluation Reports.

8. Disclosure of Results to Others

The results of any Performance Evaluation Processes are intended to be disclosed internally across the Council, officers and employees and may be disclosed to other bodies for which it can be demonstrated that the Supplier has listed the Village as a reference.

9. Consideration of Performance in Evaluation of Bids

The Village may consider past performance evaluation results in the evaluation of future Bids from the Supplier, whether the past performance resulted in suspension in accordance with the Supplier Suspension Policy and may exclude a Supplier based on significant or persistent deficiencies in past performance

NORTHERN DEVELOPMENT

301 - 1268 Fifth Avenue
Prince George, BC V2L 3L2
Tel: 250-561-2525
Fax: 250-561-2563

info@northerndevelopment.bc.ca
www.northerndevelopment.bc.ca

March 7, 2022

Village of Lytton
PO Box 100
Lytton, BC V0K 1Z0

Attention: **Mayor Jan Polderman**

Subject: **2022 Economic Development Capacity Building**
Northern Development Project Number 7807 20

Thank you for your application to the 2022 Economic Development Capacity Building program. Northern Development is pleased to advise you that your application has been approved up to $50,000 to support the wages of an Economic Development Officer.

We hope this position will create additional capacity for the community during these difficult times and expedite your recovery efforts.

Funding under this program is provided as a reimbursement upon Northern Development's receipt of reporting documents. Complete reporting is due by February 28, 2023. Reporting materials can be found on Northern Development's website at www.northerndevelopment.bc.ca/funding-programs/capacity-building/economic-development-capacity-building/.

The Northern Development Board wants to see the Village of Lytton reach its economic potential and we look forward to being a partner in that endeavor.

Sincerely,

Joel McKay
Chief Executive Officer

c: Leslie Groulx, Chief Administrative Officer, Village of Lytton

Building a Stronger North

Two Rivers Community Service Society
Box 399
Lytton, BC VOK 1Z0
"Pursuing projects that work for the betterment of the Community"

March 21, 2022

Mayor Polderman and Council
Village of Lytton
Box 100
Lytton, BC V0K 1Z0

Dear Mayor Polderman & Council;

The Two Rivers Community Service Society has responded to requests from a variety of community members and organizations to sponsor a family Barbecue/Picnic on April 2, 2022. Kumsheen Rafting Resort has graciously offered to host the event as venue. With their cooperation, the TRCSS is planning an informal opportunity for ALL members of the community to gather in fun and friendship from 11:00 am to 3:00 pm.

The planning group is organizing a variety of events for folks to engage in, including but not limited to: horseshoe tournament, traditional Shlahal (bone) games, beach volleyball, 3-on-3 basketball, and Chicken Poop Bingo. We will also provide free Barbecued hot dogs and Burgers.

Our intention is to keep the event family friendly, and low-key; with opportunities to visit friends and reconnect with those who have to be away at this time. With this in mind, we would like to invite the Village Mayor and Council to attend, and any staff who would be willing to meet residents in an informal setting as well; all are welcome.

If any of your team plan to attend this event, please reply to Nonie McCann at cnmccann@gmail.com or call 250-377-1954.

Thank you for working for the Lytton Rebuild.

Sincerely,

Nonie McCann
TRCSS President

Cc:Leslie Groulx CAO

Lytton Museum and Archives
420 Fraser Street
Lytton, BC V0K 1Z0

March 7th, 2022

To Mayor and Council

RE: The Village of Lytton retired fire truck

In compliance with

THE CORPORATION OF THE VILLAGE OF LYTTON
BYLAW NO. 620, 2009
A Bylaw to establish a Lytton Museum and Archives Commission

SECTION: 1. PURPOSE

1.1 The Lytton Museum and Archives Commission shall act in an advisory capacity to Council in matters pertaining to the operation of the Lytton Museum and Archives, and for other government agencies and civic groups, in the advancement of sound museum and archive practices.

And regarding the Village of Lytton retired fire truck that was damaged in the fire of June 30, 2021 we are recommending the following:

As the fire truck is a common antique vehicle and readily available in better condition than this example, the value to the Village is simply that it was the vehicle used in the Village. Restoring this vehicle for either display or operational use from the condition it is presently in would be an onerous expense for the Village.

Therefore the Council should consider one of the following options, in order of preference:

First: consider storing the vehicle until such time that the 15 to 30 thousand dollars it would take to restore it can be raised.

Second: sell the vehicle to either Huntley Smith (a Village resident) or Burtt Glasgow for the sum of $1 and require them to remove the vehicle from the Village property as both have expressed interest in restoring the vehicle.

Third: Attempt to sell the vehicle at auction.

Fourth: Have the vehicle removed as scrap.

Yours Sincerely

Richard Forrest
Chair, Lytton Museum and Archives

PERMANENT MISSION OF THE REPUBLIC OF THE MARSHALL ISLANDS TO THE UNITED NATIONS AND OTHER INTERNATIONAL ORGANISATIONS GENEVA

25 February 2022

Dear Mayor Jan Polderman,

I am writing to invite you to be a panellist to an online event on human rights and climate change that the Permanent Mission of the Marshall Islands is co-organizing with the Delegation of the European Union in Geneva and the Office of UN High Commissioner for Human Rights.

The event will take place in the margins of the upcoming 49th session of the UN Human Rights Council, on March 14 at 3pm (Geneva time). It will bring together high-level speakers working at national and international level with mayors and local leaders of vulnerable and affected communities around the world. One of the aims is to highlight local experiences and practices and formulate recommendations, also in view of the upcoming appointment of the new Special Rapporteur on the protection and promotion of human rights in the context of climate change.

As you can see from the attached draft concept note we are envisaging a short high-level segment followed by a panel of majors and local leaders and we would be honoured if you would accept to join the discussion. Your experience and advocacy on climate change, its negative impact on human rights and the key role of cities and municipalities is of course well known.

I thank you in advance for your interest and hope for a positive reply.

Best regards,

Samuel K. Lanwi Jr.
Deputy Permanent Representative, Chargé d'affaires a.i

Councillors
Les Barkman
Sandy Blue
Kelly Chahal
Brenda Falk

CITY OF ABBOTSFORD
Mayor, Henry Braun

Councillors
Dave Loewen
Patricia Ross
Dave Sidhu
Ross Siemens

March 10, 2022

File: 0530-03

Via email

UBCM Member Municipalities

Dear UBCM Members:

Re: Support for Resolution

I am writing on behalf of Abbotsford City Council, requesting favourable consideration and resolutions of support for recovering municipal costs through Build Back Better Funding for critical infrastructure for inclusion at the upcoming LMLGA Convention, in advance of the UBCM Convention this fall.

At the February 28, 2022 Council Meeting, City Council approved the following resolution:

WHEREAS the Province of BC completed a Preliminary Strategic Climate Risk Assessment for B.C. in 2019 that found that extreme weather events will continue to worsen across the province in coming years including heat waves and severe river flooding, with extreme precipitation events continuing to increase toward 1 in 20 year events becoming 1 in 10 year events or lower;

AND WHEREAS the Minister for Public Safety and Solicitor General and Emergency Management BC have been working closely with the UBCM Flood and Wildfire Advisory Committee and local governments since mid-2019 to modernize Emergency Program Act (EPA) to support local governments in responding and planning for disaster mitigation through phased-in legislative updates beginning in 2022:

THEREFORE be it resolved that the provincial government, as part of the process of modernizing the EPA legislation, include robust and sustainable 'building back better' funding at 100 per cent as part of the first phase of the updated EPA legislation in 2022; and additionally consider enhancing the Community Resiliency Investment Program to include funding programs for flood related infrastructure improvement.

We look forward to, and appreciate your support on this matter.

Yours truly,

Henry Braun
Mayor

c. Council members
Peter Sparanese, City Manager

From:	Ernie Wagner
To:	CAO Lytton; Jan Polderman; Lilliane Graie; Ian Hay
Subject:	Subject: Clearance Requirements
Date:	March 13, 2022 5:13:32 PM
Attachments:	Tank and Regulator Vent Clearance Chart 20191120.pdf

Mayor and Councilors:

The present proposed distance of 33 ft in bylaw 711 for a propane tank (or 66 ft dia.) would make it impossible for most people in Lytton as most lots are 50 ft wide. The Provincial requirement is10 feet as is shown in the attachment. I realize that is pretty close but maybe 20 ft would work for Lytton. This could be changed before it goes into the next reading. Thank you

Ernie Wagner

----- Forwarded Message -----
From: Jennifer <jennifer@burdenpropane.com>
To: "ejwagner47@yahoo.ca" <ejwagner47@yahoo.ca>
Sent: Monday, March 7, 2022, 10:28:22 a.m. PST
Subject: Clearance Requirements

Please find attached.

Jennifer Hyma

Office Administrator

Burden Propane Inc.

(604) 796-9665

We are excited to announce that you can now make payments, view invoices and much more online!

To register go to our website at www.burdenpropane.com

Or download the app for mobile devices:

IOS Device: https://apps.apple.com/ca/app/burden-propane-inc/id1580391704

Android: https://play.google.com/store/apps/details?id=com.RCCCustomerApp.BURPRO

Propane Tank Installation Clearances - (Consumer Applications limited to vapour withdrawal)

Minimum Distance between Propane tank and the following,	Propane Tank Size (Total Capacity in US Gallons)				Regulator Vent Outlet
	Up to and Including 125 Gallons	Over 125 up to and Including 1,000 Gallons	Over 1,000 and up to and including 2,000 Gallons	Over 2,000 and up to and including 5,000 Gallons	
Property Line	Nil	10 ft	10 ft	15 ft	-
Adjacent concrete or masonry building wall with no openings	Nil	10 ft	10 ft	15 ft	-
Building Wall of other than concrete or masonry construction	Nil	10 ft	25 ft	25 ft	-
Building Openings (Windows, Doors, crawl space opening, ventilation,etc)	3 ft	10 ft	25 ft	25 ft	3 ft*
Adjacent Propane Tank	Nil	3 ft	3 ft	15 ft	-
Source of Ignition (Receptacle, Switch, Contact, Relay, Light, plugin, etc.)	10 ft	10 ft	10 ft	15 ft	10 ft
Heat Pump/Generator/Air Conditioner wiring, switches, contacts	10 ft	10 ft	10 ft	15 ft	10 ft
Appliance Air Intake (Direct Vent furnaces, water heaters, fireplaces etc)	10 ft	10 ft	10 ft	10 ft	10 ft
Mechanical Air Intake	10 ft	10 ft	10 ft	10 ft	10 ft
Appliance Exhaust/Vent outlets	3 ft	3 ft	3 ft	3 ft	3 ft
Dryer Vents / Moist air exhaust outlets	3 ft	3 ft	3 ft	3 ft	3 ft
Kitchen Fan Outlet	3 ft	-	-	-	3 ft

** 5.8.1 Building openings cannot be less than 3 ft horizontally from any point below the level of discharge of a regulator or relief device*

7.10.2 Summary - Exception for up to 4 containers manifolded together on a building wall

(a) A max of 4 tanks, each less than 125 USWG, that are manifolded together to form a system may be located on a building wall and,

(b) the largest container in the manifolded system shall be used to determine the clearances required in the chart above.

Sources

CAN B149.1 -15

CAN B149.2- 15

Information Bulletin B-G5 051206 4 Rev 3

elkford
Wild at heart.

District of Elkford
P.O. Box 340 Elkford, B.C. V0B 1H0
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March 15, 2022

Honourable George Heyman
Ministry of Environment and Climate Change Strategy
P.O. Box 9047 Stn Prov Govt
Victoria, B.C. V8W 9E2

Dear Minister Heyman:

Re: Milk Container Recycling in British Columbia

This letter is regarding the recently implemented 10-cent deposit on milk and plant-based beverages which came into effect on February 1, 2022 as part of the CleanBC Plastic Action Plan.

The District of Elkford understands the need for this deposit and the action plan to prevent plastic waste, keep more waste out of the landfills and reduce greenhouse gas emissions to create a cleaner, better future. Additionally, the District has long been an advocate for initiatives to accomplish the same goals.

Unfortunately, the nearest location for Elkford residents to recycle milk containers is a 65 km drive to the City of Fernie, resulting in a 130 km round trip for a resident of the District of Elkford to the nearest return-in centre to receive their refund on these containers. Commuting this distance for the refund is not only an inadequate solution but is counterintuitive to our collective efforts to reduce greenhouse gas emissions.

While we recognize that residents of Elkford still have the option of placing these containers through the existing RecycleBC Depot at our local transfer station, we do not feel that it is equitable for the residents of Elkford to have this as the only reasonable option after paying the deposit at the time of purchase.

We would like the Province to reconsider this deposit-refund system to ensure that it is equitable to all residents of British Columbia while still encouraging the reduction of waste in landfills and ensuring viable solutions to continue to reduce greenhouse gas emissions.

Sincerely,

Dean McKerracher
Mayor

Cc: MLA Tom Shypitka, Kootenay East
All UBCM Member Local Governments

G:\0100 - 0699 Administration\0400 Cooperation and Liaison\01 BC Government\20 British Columbia Government\Milk and Milk-Substitute Beverage Container Recycling Letter.docx

The Corporation of the Village of New Denver
P.O. Box 40, New Denver, BC V0G 1S0 • office@newdenver.ca
PHONE (250) 358-2316 • FAX (250) 358-7251

March 14, 2022

To whom it may concern:

I am writing this letter on behalf of the Village of New Denver Council, asking that all levels of Canadian government join us in condemning the recent actions taken by Russia in its invasion and attacks on the sovereign nation of Ukraine.

At the regular meeting of Council held March 8, 2022 the following resolution was passed:

> *"That the Village of New Denver opposes in the strongest terms Russia's invasion of the Ukraine nation and demands the immediate removal of Vladimir Putin as Russian leader."*

We ask that fellow local government, provincial and federal leaders stand together with a united voice stating that we will not allow the tyranny and terrorism on the Ukraine nation at the hands of Russia to continue.

Sincerely,

Leonard Casley
Mayor

Cc: Members of Parliament that represent British Columbia
Members of the Legislative Assemble of British Columbia
All forms British Columbia Regional Districts, Local Governments & Municipalities

Village of Lytton
Minutes – Citizens' Advisory Select Committee
Virtual over Zoom
Wednesday, February 16, 2022 at 4:00 pm

Committee/Alternates Present:	Chair Hay, Jade Baxter, Jessoa Lightfoot, Sheila Maguire, Nonie McCann,
Staff Present:	A/CAO Groulx
Regrets:	Dylan Taylor, John Haugen, Melissa Michelle, Ollie Harrison, Patsy Gessy
Guests:	Ron Mattiussi, Policy Advisor

1 CALL TO ORDER

Chair Hay called the February 16, 2022, Citizens' Advisory Select Committee Meeting to order at 4:09 pm. There was 50% of the members present.

2 ADOPTION OF THE AGENDA

2.1 Agenda for the February 16, 2022 Citizens' Advisory Select Committee meeting

CAC-22-017 *Moved by Committee Member Lightfoot seconded by Member McCann,*
***THAT** the Select Committee adopt the agenda for the February 16 2022 Citizens' Advisory Select Committee as presented.*

CARRIED

3 ADOPTION OF THE MINUTES

3.1 Minutes for the February 2, 2022 Citizens' Advisory Select Committee be adopted

CAC-22-018 *MOVED BY Committee member Maquire seconded by Member McCann,*
***THAT** the minutes for the February 2,2022 Citizens' Advisory Select Committee be adopted as presented.* **CARRIED**

CAC-22-015

4. BUSINESS ARISING FROM THE MINUTES

4.1 Draft Terms of Reference

Minutes of Sub-Committee held February 8-2022

CAC-22-019 *Moved by Member McCann seconded by Member Lightfoot*
***THAT** the minutes of the sub-committee held on February 8, 2022 be adopted.*

CARRIED

Draft Terms of Reference for CASC

Moved by Member Maguire seconded by Member Lightfoot

CAC-22-020 ***THAT*** *the Terms of Reference as amended by the sub-committee be forwarded to Council for approval.*

CARRIED

4.2 **Internal Communications for CASC**

Member McCann explained that a sub-committee should be struck to discuss communications and how items should be brought forward to Council.

Of the members present there was a consensus agreement and that Member McCann will Chair this sub-committee.

4 ADJOURNMENT

Adjournment of the February 16, 2022, Citizens' Advisory Selection Committee

CAC-22-022 *Moved by Committee member Maquire,*

THAT *the February 16, 2022 Citizens' Advisory Select Committee be adjourned at 4:15pm.*

CARRIED

Certified Correct

Chair Hay

A/CAO - Corporate Officer Groulx

Village of Lytton
MINUTES – Citizens' Advisory Committee

Virtual over Zoom
Wednesday, March 2, 2022 at 4:00 pm

Committee/Alternates Present:	Chair Hay, Jade Baxter, Jessoa Lightfoot, Sheila Maguire, Nonie McCann, Dylan Taylor, Melissa Michelle, Ollie Harrison, Patsy Gessy
Staff Present:	A/CAO Groulx
Regrets:	John Haugen
Guests:	Ron Mattiussi, Policy Advisor

1 CALL TO ORDER

Chair Hay called the meeting to order at 4:02 pm

2 ADOPTION OF THE AGENDA

2.1 Agenda for the March 2, 2022 Citizens' Advisory Committee meeting

2.2 Addition of Late Items

22-023 *Moved by Member McCann seconded by Member Harrison*
***THAT** the Select Committee adopt the agenda for the March 2, 2022 Citizens' Advisory Committee as amended with the addition of 6.0 Right of Entry.*

3 ADOPTION OF THE MINUTES

3.1 Minutes for the February 16, 2022 Citizens' Advisory Committee be adopted

There was not a quorum therefore no minutes to adopt

4 BUSINESS ARISING FROM THE MINUTES

4.1 Draft Terms of Reference

Draft Terms of Reference for CASC
Discussion ensued in regards to when TOR would be adopted by Council

5 Building Bylaw 710 & 711

5.1 Building Bylaw 710, 2022 (draft) – Status

Ron Dickinson, Director of Planning and Development
Provided a brief update on the status of the bylaw and answered questions from the Committee; and reminded the Committee of the deadline date for input – March 4th 2022 0 noon.

Building Bylaw 711(draft) – Wildfire Component of Bylaw

Sophie Guilbault, M.Arch, M.Sc., Director of Partnerships, Institute for Catastrophic Loss Reduction – provided an overview of the aspect of fire resilience materials outlined in Bylaw 711

Members asked for an alternative solution for propane tanks; Action: Sophie will bring back information on alternative options for the prescribed distance for propane tanks.

Kelsey Winter, FireSmart Program Lead | BC FireSmart Committee Chair, BC Wildfire Service | FireSmart Canada Provincial Liaison, Ministry of Forests, Lands, Natural Resource Operations and Rural Development – provided an overview of landscaping requirements outlined in Bylaw 711.

6 Right of Entry

James Heigh, Recovery Project Manager provided an overview of the Right of Entry permit and what the purpose what in terms of the Indemnity

NOTE: Committee members asked the Hobo Hollow parking lot be one of the first areas where debris removal takes place in order to ensure that pedestrians from the west side can cross over the rail bridge during freshet.

7 ADJOURNMENT

Adjournment of the March 2, 2022, Citizens' Advisory Select Committee

Moved by Member McCann, seconded by Member Gessy
***THAT** the March 2, 2022 Citizens' Advisory Select Committee be adjourned.*

Next meeting to be held on March 16, 2022

VILLAGE OF LYTTON

Citizens Advisory Select Committee

Terms of Reference

PURPOSE

1. Advise Mayor and Council on matters relating to planning and land use, the preparation and adoption of the Village's Official Community Plan, and proposed bylaws or permits.
2. Share and discuss information related to the community and business recovery plans
3. Hear from residents, invited resource experts and stakeholders on a variety of recovery - related themes such as land use planning, fire protection, donation disbursements, business recovery and community engagement initiatives.
4. Provide recommendations to Council related to the social, economic, health and fiscal recovery of the Village.

COMMITTEE COMPOSITION

The Village of Lytton Citizens Advisory Committee (CASC) has been established by resolution of the Village of Lytton Council as a 'select committee' comprised of key local stakeholders as follows:

Chairperson - Councillor (appointment by Council)

Lytton Recovery Manager (staff lead)

That the Committee composition represent a broad selection of community Members

Chief Administrative Officer (ex-officio)

Alternate Committee Members (3)

COMMITTEE MEMBER RESPONSIBILITIES

1. Attending and contributing to Committee meetings;
2. Articulating and maintaining the strategic direction of the Committee;
3. Contributing (i.e. providing advice and recommendations) to the Committee to ensure that individual projects align with key Recovery\Rebuild Program priorities, as identified in the Short, Medium and Long Term Recovery Plan;
4. Consider or inquire into any other related matter or resident concern(s) and to report its findings and opinion to Council for the Village of Lytton.

COMMUNICATIONS

1. The Committee Chair shall oversee all stakeholder communications.
    a. All decisions regarding formal external communications from the Committee and any sub- committees thereof shall be at the discretion of the Committee Chair.
    b. The Committee Chair shall keep the Committee informed of any communications by way of regular Committee meetings or through direct communications as required.

MEETINGS

1. Committee meetings shall be held on the First and Third Wednesdays of the month at 4 pm.
    a. Meetings shall be held in person and/or via teleconferencing (Zoom platform).
    b. All meeting materials, including agendas and supplementary documentation shall be circulated prior to the meetings.
    c. If deemed necessary, Special Meetings may be called by the Committee Chairperson and Committee Members shall be informed of this at least three days in advance of the Meeting date.

REPORTING

1. The Committee reports back to Mayor and Council through the Council representative on the Committee
2. A designated committee representative may appear as a delegation before Council where relevant; and
3. The Committee Report shall be in writing and follow the format as designated by Appendix A.

PROTOCOL AND PROCEDURES

1. **Meeting Agendas and Minutes**

    A. All meetings must have an agenda.

    B. Each member of the Committee must be in receipt of an agenda prior to the meeting.

    C. Meetings are to be kept to a maximum of one and one-half hours (1.5), unless deemed necessary to continue, by a majority of the members.

    D. Minutes will be taken by the CAO.

2. **Decision-making**

    A. The CASC members will vote on any issues. (Roberts Rules of Order Edition 11).

    B. When a decision or direction is required, it is to be achieved through majority agreement.

3. **Conduct**

   A. The members of the CASC shall conduct themselves in a respectful manner in all their dealings with each other and the Council as a whole.

   B. Members must abstain from discussion and voting on a matter where they have a real or perceived conflict of interest.

4. **Governance**

   A. The Council will appoint the position of Chair.

   B. The committee meetings will follow Roberts Rules of Order.

   C. The committee meetings are open to the public, but without public participation.

COMMITTEE CHAIR

1. The Chair shall be appointed by the Mayor and Council.
2. The Chair shall be responsible for overseeing Committee meetings, activities and functions and shall:
   a. Make the purpose of each meeting known and clear to members by explaining the agenda at the beginning of each meeting;
   b. Keep the meeting moving by putting time limits on each agenda item in order to keep the Committee discussion within the meeting times arranged;
   c. Encourage broad participation in discussions;
   d. End each Committee meeting with a summary review of decisions and assignments on action items (where applicable).

TERM

The Committee shall function until 30 November 2022, at which time the committee function will be reviewed and a recommendation on the future status sent to Council or at Council's discretion.

Adopted by Council – March 9, 2022

Village of Lytton

Appendix A to Terms of Reference

Title Section

The format of the title section of the Citizens Advisory Select Committee Report would depend on the length of the document. Short reports may include just the author (Citizens Advisory Select Committee), date prepared, and other information deemed necessary.

Summary

The summary is an essential part of the Citizens Advisory Select Committee Report. It should provide an overview of the report's content for Council to refer to. Since some people choose to skim through the summary rather than read the whole report, this section must consist of the key points, conclusion, and recommendations. Relevant information must be presented accordingly for the Council to comprehend. It would be best to write this portion by the very end of the writing process to ensure that every major detail is included in the report.

Introduction

The introduction of the Citizens Advisory Select Committee Report should explain the purpose of preparing the report. The Committee may also insert the definition of terms in this part, if you have failed to include it in the title section (if required). An explanation about how the details of the report are arranged must also be presented to provide a general overview for the Council members.

Body

The body of the Committee Report typically consists of the most number of pages. It may also be broken down into subparts with subtitles that support and expound the major points stated in the report. Information is typically arranged according to its level of importance, with the most significant data coming first. The last part of this part should consist of a "PRO's & CON's" paragraph.

Conclusion

This part connects everything together. Like the summary, Council will read this section to study the data and results gathered in the report. For this reason alone, crafting a conclusion that is free of jargon is important. Instead of repeating everything the Committee has mentioned in its report, it must present the final thoughts or statement on the subject.

Recommendations

Any suggestions or additional actions that need to be taken are discussed in this part of the Committee's Report. Any limitations or concerns that the Committee have failed to tackle in its report, must be stated for future reference as well. In most cases, recommendations are presented in order of priority.

Appendices

Technical details of the Committee Report are usually found in this section.

Village of Lytton

Appendix A to Terms of Reference

Title Section

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Summary

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