

DISTRICT OF FORT ST. JAMES
BYLAW NOTICE ADJUDICATION AGREEMENT AUTHORIZATION
BYLAW NO. 1092, 2025

A Bylaw to Authorize the District of Fort St. James to enter into a Bylaw Notice Dispute Adjudication Registry Agreement with the Regional District of Bulkley-Nechako.

The Council of the District of Fort St. James in open meeting assembled, enacts as follows:

1. This Bylaw may be cited for all purposes as the "Bylaw Notice Adjudication Agreement Authorization Bylaw No. 1092, 2025".
2. The District of Fort St. James is hereby authorized to enter into the agreement titled "Regional District of Bulkley-Nechako Bylaw Notice Dispute Adjudication Registry Agreement" with the Regional District of Bulkley-Nechako, in the form of Schedule "A", attached to and forming part of this Bylaw.

READ FOR A FIRST TIME THIS **12** DAY OF **AUGUST** , 2025.

READ FOR A SECOND TIME THIS **12** DAY OF **AUGUST** , 2025.

READ FOR A THIRD TIME THIS **12** DAY OF **AUGUST** , 2025.

ADOPTED THIS **26** DAY OF **AUGUST** , 2025.

Mayor



Corporate Officer





**REGIONAL DISTRICT OF BULKLEY-NECHAKO
BYLAW NOTICE DISPUTE ADJUDICATION
REGISTRY AGREEMENT**

BETWEEN

REGIONAL DISTRICT OF BULKLEY-NECHAKO

AND

DISTRICT OF FORT ST. JAMES

***Schedule A to Bylaw Notice Adjudication Agreement
Authorization Bylaw No. 1092, 2025***

THIS AGREEMENT made this day of , 2025 (the "Agreement").

BETWEEN:

REGIONAL DISTRICT OF BULKLEY-NECHAKO (RDBN)

**Box 820
37 3rd Avenue
Burns Lake, BC, V0J 1E0**

AND:

DISTRICT OF FORT ST. JAMES

**Box 640
477 Stuart Drive West
Fort St. James, BC, V0J 1P0**

AND:

ADDITIONAL LOCAL GOVERNMENTS (to be included in Schedule A, without further modification of this Agreement)

(hereinafter called the "Parties")

WHEREAS the *Local Government Bylaw Enforcement Act* (the "Act") provides that a local government may, by bylaw, deal with a bylaw contravention by bylaw notice in accordance with the Act;

WHEREAS the Act also provides that two or more local governments may enter into an agreement adopted by a bylaw of each local government that is party to it, to provide for the joint administration of a local government bylaw notice dispute adjudication system and the sharing of costs.

NOW THEREFORE in consideration of the mutual promises contained herein, the Parties agree as follows:

Definitions

1. In this Agreement, the following definitions apply:

"Act" means the *Local Government Bylaw Notice Enforcement Act*.

"Adjudication" means the process where the Disputant and the local government are provided opportunity to present evidence to the adjudicator who will decide whether they are satisfied that the contravention occurred as alleged.

"Adjudication Fee" means the sum of \$25.00 payable to the applicable Party should the disputant be unsuccessful in the dispute adjudication.

"Agreement" means this Agreement.

"Authorizing Bylaw" means a bylaw adopted by the Council or Board of each Party authorizing this Agreement.

"Parties" means the Regional District of Bulkley-Nechako, the Village of Burns Lake, and any additional local government that may be included later in Schedule A in accordance with Section 21 of this Agreement.

"Party" means any one of the Parties.

"Registry" means the Bulkley-Nechako Bylaw Notice Dispute Adjudication Registry established by this agreement.

"Regulation" means the Bylaw Notice Enforcement Regulation.

"Roster Organization" has the same meaning as the Regulation.

"Screening Officer" has the same meaning as the *Act*.

The Registry

2. Subject to the *Act* and to the adoption of the Authorizing Bylaws, the Parties to this Agreement agree that the notice dispute adjudication system, to be known as the Bulkley-Nechako Bylaw Notice Dispute Adjudication Registry, is hereby established.
3. The RDBN will operate the Registry on behalf of the Parties.
4. The RDBN will establish, fund and operate the Registry, and will recover its costs of operating the Registry by charging the other Parties on a per-adjudication basis and their proportional use of the Registry's services as outlined in this Agreement.
5. The Registry will be located at the RDBN Offices at 37 3rd Avenue, PO Box 820, Burns Lake, BC, V0J 1E0.

Screening Officer

6. A Bylaw Notice must be reviewed by the Screening Officer for the Party that issued the Bylaw Notice before a dispute adjudication may be scheduled.
7. Each Party is responsible for appointing its Screening Officers in accordance with the Act, and for administering and funding the Screening Officer positions. The Screening Officer positions and responsibilities are in no way a function of the Registry.

Administrative Services

8. The RDBN will provide and supervise the administrative services required by the Registry, subject to Sections 10 and 11 of this agreement.
9. The collection of penalties will be the responsibility of the applicable Party if not collected by the Registry immediately following an in-person adjudication.
10. The RDBN will not present evidence on behalf of, or represent, any other Party in support of a Bylaw Notice issued by that Party.

Oversight Committee

11. The Parties agree to establish an Oversight Committee to advise the RDBN regarding administrative procedures and policy relating to the operation of the Registry.
12. Each Party will appoint one representative to serve on the Oversight Committee. The Parties agree that the representatives will be paid employees of the Parties they represent and will not be remunerated by the Registry.
13. The Oversight Committee representative appointed by a Party shall serve as that Party's contact person for RDBN staff with respect to this agreement and the provision of administrative services required by the Registry.

Payments and Disbursements

14. The RDBN will prepare an annual operating budget for the Registry as part of the RDBN's corporate budgeting process and will fund the operation of the Registry from this budget.
15. The RDBN will recover its costs of operating the Registry from the Parties by charging the fees outlined in Schedule B, and by each Party paying their proportionate costs of

the fees charged by the Roster Organization based on the number of adjudications for each Party.

16. The RDBN will issue an invoice to the applicable Party within 60 days of service being rendered. Amounts owing are due and payable within 60 days of receipt of the invoice.
17. Any fees or penalties collected by the Registry will be credited to the relevant Party and subtracted from the amount owing by that Party for their participation in the Registry.
18. All costs relating to legal services, witnesses, Screening Officers and bylaw enforcement officers as they pertain to the dispute adjudication process, and to the activities of the Registry more generally, will be borne by the applicable Party which issued the Bylaw Notice in question and will not be borne by the Registry or by the RDBN on behalf of the Registry.

Municipal Participation and Agreement Amendments

19. The Parties will negotiate in good faith any proposed amendments to this Agreement upon request of any Party. All amendments must be in writing, approved by a two-thirds majority of the Parties in writing and executed by each party and listed as an itemized Amendment in Schedule C.
20. Subject to adoption of the required Authorizing Bylaw additional member municipalities of the RDBN may be added to this agreement in Schedule A without further modification of this Agreement by RDBN Board resolution, and execution of Section 28 of this Agreement by that municipality.
21. A Party may withdraw from this agreement by providing written notice to the other Parties 90 days in advance of that Party's withdrawal.

Dispute Resolution

22. In the event of any dispute or disagreement arising from the interpretation or application of this Agreement, or in the event of any breach or alleged breach by a Party, written notice may be provided by a Party to the Parties describing the nature of the breach or alleged breach, or the disagreement or dispute. In the event that such notice is given, the Parties will:

- a. immediately proceed to negotiate in good faith to resolve the matter to the mutual satisfaction of both parties; and
- b. if a resolution satisfactory to all Parties is not achieved within 60 (sixty) days of the first written notice being delivered to the other Parties, then either Party may serve a second written notice upon the other Parties that the matter is to be referred to binding arbitration; and
- c. a single arbitrator shall be appointed by agreement of the Parties within 90 (ninety) days of the second written notice being delivered, and failing such agreement, the arbitrator shall be appointed pursuant to the *Arbitration Act* to hear all Parties to the dispute and the decision of that arbitrator shall be final, conclusive and binding on all Parties, with costs payable in respect of the arbitration to be determined by the arbitrator.

Term

23. This Agreement comes into effect on _____ and continues in effect until December 31, 2030. With the consent of a two-thirds majority of the Parties, the effect of this agreement can be extended until a new agreement is in place or until December 31, 2031, whichever comes first. Any Party may withdraw from this Agreement upon 30 days' written notice to the other Parties.

Law Applicable:

24. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia. Nothing in this Agreement will negate or fetter the legal authority of a Party to this Agreement.
25. The Parties agree that in the event that the RDBN is named in a legal action arising in any way, directly or indirectly, from the operation or administration of the Registry or any adjudication conducted pursuant to this Agreement, then the Party who issued the Bylaw Notice associated with or giving rise to the legal action will indemnify the RDBN for all of its costs, including staff time and solicitors and professional fees and disbursements, for responding to and defending against such legal action except in the case of dishonesty, gross negligence or malicious or wilful misconduct by the RDBN. Such costs will be paid within 30 days of receipt of an invoice for same from the RDBN.
26. Each Party is responsible for maintaining its own liability insurance in respect of its participation in this Agreement. Such insurance must cover any liability that may arise

from the negligence of such Party related directly or indirectly to or arising in any way from participation in this Agreement.

- 27 Each Party must immediately inform the other Parties if the insurance coverage required herein is cancelled, expired or has otherwise lapsed.

Execution of Agreement

28. This Agreement may be executed in counterparts through original copies, facsimile copies, or by emailed PDF copies. Each counterpart will be deemed to be an original that, together with the other counterparts, constitutes one agreement having the same effect as if the parties had signed the same document.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

The Corporate Seal of the
RDBN was affixed hereto in the
presence of:

Chairperson

Chief Administrative Officer

The Corporate Seal of the
District of Fort St. James
was affixed hereto in the
presence of:

Mayor

Chief Administrative Officer

SCHEDULE A (ADDITIONAL LOCAL GOVERNMENTS)

The following local governments have been added as parties to this Agreement as additional local governments:

Local Government	Date Joined

SCHEDULE B (FEES)

Hearing Scheduling Fee	\$50.00 per hearing
Hearing Fee	\$50 per quarter hour of hearing time

BYLAW AMENDMENTS

Date Approved	RDBN Board Resolution	Description