

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SYLVIA BATTLE, WAYDE BATTLE, LARRY DUNN, JEAN GELINAS, JAN
McKINNEY, WALLY McKINNEY, and LINDA BUXTON

PETITIONERS

AND:

MICHAEL CAVE, JOHN BRISCO, ED COLEMAN, SCOTT ELLIOT, and LAUREY – ANNE
ROODENBURG

RESPONDENTS

AFFIDAVIT

I, Sylvia Battley, retired, of 230 Gardner Street, Quesnel, in the Province of British Columbia, V2J 3G6, MAKE OATH AND SAY AS FOLLOWS:

1. I am one of the petitioners in this proceeding and as such have personal knowledge of the facts hereinafter deposed, except where the same are stated to be made upon information and belief, and as to such facts I verily believe the same to be true.
2. I know each of the other petitioners. They are all electors and ratepayers of the City of Quesnel. Each of the petitioners resides in Quesnel.
3. Each of the respondents is an elected council member for the City of Quesnel.
4. Attached hereto and marked exhibit "A" to this my affidavit is a true copy of extracts from the City of Quesnel Council Procedure Bylaw 1560.

5. On or about December 7, 2010 the City executed an employment contract with John Stecyk. A copy of the contract in draft form is attached to my affidavit and marked exhibit "B".
6. The employment contract references a performance review of Stecyk's performance, which was to be completed on or about December 1, 2011. That performance review was made and Stecyk's employment continued.
7. In the afternoon of April 16, 2012 Council for the City held an in-camera meeting. A copy of the in-camera meeting is attached and marked as exhibit "C". Some of the minutes have been deleted.
8. No notice of this meeting was given to the public. No resolution required by s.90 of the Community Charter was made at an open meeting of Council.
9. I am advised by Sushil Thapar, City Councillor, that at the in-camera meeting of April 16, 2012 Council resolved to terminate the contract of Stecyk for cause. Council's decision was then communicated to Stecyk.
10. In the afternoon of April 23, 2012 Council for the City held another in-camera meeting. Attached and marked exhibit "D" is a copy of the minutes of that in-camera meeting. Portions of the minutes have been deleted.
11. No notice of this meeting was given to the public. No resolution pursuant to s.90 of the Community Charter was made at an open meeting. The meeting was held in secret.
12. I am informed by Sushil Thapar that during the period April 24 to April 30, 2012 numerous meetings were held involving the city's Executive Committee, the Mayor, some councillors, the City's lawyer and Stecyk's lawyer to discuss Stecyk's termination.
13. Attached hereto and marked exhibit "E" to this my affidavit is a copy of a press release issued by the City of Quesnel on May 1, 2012.

14. In the afternoon of May 7, 2012 the 5 respondents met. No written notice was given by any Council member pursuant to s.126 of the Community Charter. No notice was given to the public pursuant to s.127(2) of the Charter. At this gathering of 5 respondents no resolution was made pursuant to s.90 that part of the meeting be closed to the public or why the meeting was closed.

15. At the afternoon meeting on May 7, 2012 the 5 respondents each voted for a resolution that the City pay Stecyk severance pay in the amount of \$170,469.

16. On May 8, 2012 the director of finance for the City confirmed that the final remuneration paid to John Stecyk was \$170,469.13. A copy of Kari Bolton's memo confirming this is attached and marked exhibit "F".

17. One or more of the petitioners has sought to obtain the minutes of the in-camera meeting held on May 7, 2012 but the City has refused to provide a copy of those minutes, if they exist, to any of the petitioners.

18. Attached hereto and marked exhibit "G" to this my affidavit is an excerpt from the minutes of the regular meeting of Council of May 7, 2012.

19. Attached hereto and marked exhibit "H" to this my affidavit is an excerpt from a meeting of Council of May 14, 2012.

20. Attached hereto and marked exhibit "I" to this my affidavit is a copy of a letter dated October 23, 2012 from the Assistant Deputy Minister for Local Government.

21. Attached hereto and marked exhibit "J" to this my affidavit is a copy of a letter from Kari Bolton, Director of Finance, which addresses the question of the remuneration that was paid to Stecyk.

SWORN BEFORE ME at the City of)
Quesnel, in the Province of British Columbia,)
this _____ day of March, 2013.)

A Commissioner for Taking Affidavits in the)
Province of British Columbia)

SYLVIA BATTLE

This is exhibit A referred to in the affidavit of Sylvia Ballew sworn before me at the Village of Chase, British Columbia this day of A.D. 2013

CITY OF QUESNEL

COUNCIL PROCEDURE BYLAW NO. 1560

A Commissioner for taking affidavits for British Columbia

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CITY OF QUESNEL

COUNCIL PROCEDURE BYLAW NO. 1560

The Municipal Council of the City of Quesnel, in open meeting, enacts as follows:

PART 1 – INTRODUCTION

Title

1. This Bylaw may be cited as the "COUNCIL PROCEDURE BYLAW NO. 1560 of 2004".

Definitions

2. In this Bylaw:

"City" means the City of Quesnel;

"City Hall" means Quesnel City Hall located at 410 Kinchant Street, British Columbia;

s. 94(7)

"City Web Site" means the information resource found at an internet address provided by the City - in 2004 the address is *www.city.quesnel.bc.ca*

"committee" means a standing, select, or other committee of Council, but does not include COTW;

"COTW" means the Committee of the Whole Council;

"Corporate Officer" means the Corporate Administrator or his Deputy for the City;

"Council" means the Council of the City of Quesnel

"Mayor" means the mayor of the City;

s. 124(2)(e)

"Public Notice Posting Places" means the north side glass walls by the front doors or the front lobby tables - all at City Hall, and on the City Web Site.

Application of rules of procedure

s.124(2)(a)
and (b)

3. (1) The provisions of this Bylaw govern the proceedings of Council, COTW and all standing and select committees of Council, as applicable.

- (2) In cases not provided for under this Bylaw, The New Robert's Rules of Order, 2nd edition, 1998, apply to the proceedings of Council, COTW, and Council committees to the extent that those Rules are:
- (a) applicable in the circumstances, and
 - (b) not inconsistent with provisions of this Bylaw or the *Community Charter*.

PART 2 – COUNCIL MEETINGS

Inaugural Meeting

s.124(2)(g)
s.125(1)

4. (1) Following a general local election, the first Council meeting must be held on the first Monday in December in the year of the election.

s.125(2)

- (2) If a quorum of council members elected at the general local election has not taken office by the date of the meeting referred to in subsection (1), the first Council meeting must be called by the Corporate Officer and held as soon as reasonably possible after a quorum has taken office.

Time and location of meetings

s.125(2)

5. (1) All Council meetings must take place within City Hall except when Council resolves to hold meetings elsewhere.
- (2) Regular Council meetings must:
- (a) be held on alternate Mondays of each month, or as established by the Council schedule approved as noted in Section 6(1); and
 - (b) begin at 7:00 p.m.;
 - (c) be adjourned at 11:00 p.m. on the day scheduled for the meeting unless Council resolves to proceed beyond that time in accordance with section 29;
 - (d) when such meeting falls on a statutory holiday, be held on the following Monday that City Hall is open which is not a statutory holiday.

- (3) Regular Council meetings may:
- (a) be cancelled by Council, provided that two consecutive meetings are not cancelled; and
 - (b) be postponed to a different day, time and place by the Mayor, provided the Corporate Officer is given at least 2 days written notice.

Notice of Council Meetings

s.127(1)

6. (1) In accordance with section 127 of the *Community Charter*, Council must prepare annually on or before December 10th, a schedule of the dates, times and places of regular Council meetings and must make the schedule available to the public by posting it at the Public Notice Posting Places.
- (2) In accordance with section 127 of the *Community Charter*, Council must give notice annually on or before December 15th of the time and duration that the schedule of regular Council meetings will be available beginning on January 1st in accordance with section 94 of the *Community Charter*.
- (3) Where revisions are necessary to the annual schedule of regular Council meetings, the Corporate Officer must, as soon as possible, post a notice at the Public Notice Posting Places which indicates any revisions to the date, time and place or cancellation of a regular Council meeting.

Notice of special meetings

s.127(2)

7. (1) Except where notice of a special meeting is waived by unanimous vote of all council members under section 127(4) of the *Community Charter*, a notice of the date, hour, and place of a special Council meeting must be given at least 24 hours before the time of meeting, by:
- (a) posting a copy of the notice in the Council Chambers at City Hall,
 - (b) posting a copy of the notice at the Public Notice Posting Places, and
 - (c) leaving one copy of the notice for each Council member in the Council member's mailbox at City Hall.

s.127(3)

- (2) The notice under subsection (1) must describe in general terms the purpose of the meeting and be signed by the Mayor or the Corporate Officer.

Electronic Meetings

s. 128

8. (1) Provided the conditions set out in subsection 128(2) of the *Community Charter* are met, a special Council meeting may be conducted by means of audio electronic or other communication facilities if a member of Council or a Council Committee member who is unable to attend at a Council meeting or Council Committee meeting, as applicable, may participate in the meeting by means of audio electronic or other communication facilities, if the member is unable to attend because he/she is away on City business.
- (2) The member presiding at a special council or council committee meeting must not participate electronically.
- (3) No more than two members of council at one time may participate at a council meeting under section 8(1)(b).

PART 3 - DESIGNATION OF MEMBER TO ACT IN PLACE OF MAYOR

s. 130

9. (1) Annually in December or once every three years at the inaugural meeting, Council must from amongst its members designate Councillors to serve on a rotating basis as the member responsible for acting in the place of the Mayor when the Mayor is absent or otherwise unable to act or when the office of the Mayor is vacant.
- (2) Each Councillor designated under section 9(1) must fulfill the responsibilities of the Mayor in his or her absence.
- (3) If both the Mayor and the member designated under section 9(1) are absent from the Council meeting, the Council members present must choose a Councillor to preside at the Council meeting.
- (4) The member designated under section 9(1) or chosen under section 9(3) has the same powers and duties as the Mayor in relation to the applicable matter.

PART 4 – COUNCIL PROCEEDINGS

Community Charter Provisions

10. Matters pertaining to Council proceedings are governed by the *Community Charter* including those provisions found in Division 3 of Part 4 [*Open Meetings*] and Division 2 of Part 5 [*Council Proceedings*]. The relevant extracts from the *Community Charter* are appended to this bylaw for convenient reference.

Attendance of Public at Meetings

s. 89

11. (1) Except where the provisions of section 90 of the *Community Charter* apply, all Council meetings must be open to the public.

s. 92

(2) Before closing a Council meeting or part of a Council meeting to the public, Council must pass a resolution in a public meeting in accordance with section 92 of the *Community Charter*.

s. 93

(3) This section applies to all meetings of the bodies referred to in section 93 of the *Community Charter*, including without limitation:

(a) COTW,

(b) standing and select committees,

(c) parcel tax review panel,

(d) board of variance,

(e) Delegation sessions.

(4) Despite section 11(1), the Mayor or the Councillor designated as the member responsible for acting in the place of the Mayor under section 9 may expel or exclude from a Council meeting a person in accordance with section 21(8).

Minutes of meetings to be maintained and available to public

s.124(2)(c)

12. (1) Minutes of the proceedings of Council must be:

(a) legibly recorded,

(b) certified as correct by the Corporate Officer, and

(c) signed by the Mayor or other member presiding at the next meeting at which the minutes are adopted.

s.97(1)(b)
s.97(2)

(2) Subject to subsection 12(3), and in accordance with section 97(1)(b) of the *Community Charter* minutes of the proceedings of Council must be open for public inspection at City Hall during its regular office hours.

s.97(1)(b)

(3) Subsection 12(2) does not apply to minutes of a Council meeting or that part of a Council meeting from which persons were excluded under section 90 of the *Community Charter*.

This is exhibit B referred to in the
affidavit of Sylvia Battley
Sworn before me at the Village of Quesnel,
British Columbia this _____ day
of _____, A.D. 2010

CITY OF QUESNEL EMPLOYMENT CONTRACT

A Commissioner for taking Affidavits
for British Columbia

This Agreement is dated for reference the 7 day of December, 2010.

BETWEEN:

CITY OF QUESNEL, 410 Kinchant Street, Quesnel, British Columbia, V2J 7J5
(the "City")

AND:

JOHN STECYK,
(the "Employee")

1 22(1)

This Agreement is evidence that in consideration of the promises exchanged below, the City and the Employee agree as follows:

Employment Position

1. The City hereby employs the Employee as the City Manager (the "Employment Position") on the terms and conditions set out in this Agreement.

Employment Obligations

2. The Employee shall diligently and faithfully perform those duties and obligations:
 - (a) set out in sections 147 and 148 of the *Community Charter* regarding the corporate administration of the City;
 - (b) set out in the job description attached as Schedule "A" to this Agreement;
 - (c) contained in the City's bylaws and resolutions, as amended from time to time;
 - (d) prescribed by any other enactment from time to time; and
 - (e) that the Employee is directed to perform by the City's Council from time to time.(the "Employment Obligations").
3. The Employee shall at all times diligently, competently and effectively perform the Employment Obligations and, without limiting the generality of the foregoing, the Employee must:
 - (a) obey and observe all lawful orders and directives, whether verbal or written, of the City;

PLEASE SEE SECTIONS 31 & 32 OF THIS CONTRACT

E

- (b) obey and observe all administrative rules and regulations, and any other rules and regulations, now in force or from time to time promulgated by the City and governing the operation of the City's undertaking or the duties of the Employee;
 - (c) except as required by law, either during the Employee's employment with the City or at any time thereafter, not divulge or disclose any secret or confidential information, or any information which, in good faith and in good conscience, ought not to be disclosed, which the Employee receives or becomes aware of in the course of the Employee's employment and which relates to the City, the City's operations or undertaking or to other employees of the City or any other persons with whom the City has any dealings;
 - (d) cooperate fully with Council members, City officers and other City employees and members of the public;
 - (e) not promote disharmony or discontent among other employees of the City; and
 - (f) generally do everything in the Employee's power to advance the interests of the City.
4. The restriction set out in section 3(c) shall survive the termination of this Agreement.

Term

5. This Agreement is for a fixed term of five (5) years commencing on **January 4, 2011** and concluding on **December 31, 2015** (the "Expiration Date"), subject to earlier termination in accordance with the provisions herein.
6. The employee expressly acknowledges and agrees that the employment under Section 5 includes an initial six (6) month probationary period (the "Probationary Period") commencing on **January 4, 2011** and ending on **June 30, 2011** in order to assess the Employee's suitability for the Employment position. The City may terminate the Employee during the Probationary Period in accordance with the *Community Charter* by providing the employee with twelve months' pay in lieu of notice. The Employee agrees that if his employment is terminated under this section, he is not entitled to any additional notice, additional pay in lieu of notice, or remuneration of any kind.
7. The City must notify the Employee in writing at least six (6) months prior to the Expiration Date as to whether the City will or will not renew this Agreement for an additional term. If the City elects not to renew this Agreement pursuant to this section, the Employee expressly acknowledges and agrees that this Agreement will expire on the Expiration Date and the City will have no obligation to provide severance pay or further notice to the Employee.
8. If the City offers to extend this Agreement, the Employee must give the City written notice of acceptance or refusal within thirty (30) days of receiving notice from the City under section 7.

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Remuneration

9. The City agrees to pay the Employee an annual salary of \$125,000.00 (the "Salary"), plus any employment benefits to which the Employee is entitled as provided in this Agreement as full compensation for all hours worked.

Benefits

10. The Employee is entitled and obligated to participate in all standard benefit plans prescribed from time to time for the City's officers and other management employees, a summary of which (current to the date on which this Agreement is executed) is attached as Schedule "B" to this Agreement. The liability of the City under any benefit plan is limited to the premiums or portions of premiums related to the provision of benefit plans and the City is not the insurer if any plan carrier denies the Employee coverage or for some other reason coverage is not extended to the Employee.
11. If the Employee is required to do so under the Public Sector Pension Plans Act, the Employee must contribute to the Municipal Pension Plan established and maintained under that Act such amounts as are required from time to time under that Act.
12. The Employee authorizes the City to convey all necessary personal information for the Employee's participation in any benefit plan or in any other benefit arrangement provided for in this Agreement.
13. The Employee authorizes the City to make all necessary payroll deductions required by law to be made by the City, including Canada Pension Plan payments, employment insurance premiums, income tax deductions and Municipal Pension Plan contributions, and any payments, premiums or contributions required to be made or paid by the Employee under any of the benefit plans or policies of which the Employee will receive the benefit.

Continuing Education and Associations

14. At the expense of the City, the Employee:
- (a) may attend such professional development courses and seminars as are approved by the City's Council; and
 - (b) shall attend such professional development courses and seminars as the Employee is directed to attend by the City's Council.
15. The City shall pay the membership fees for the Employee to enrol in professional associations that the City's Council considers relevant to the Employment Position.

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Performance Review

16. The City's Council shall perform an annual review with respect to the Employee's performance in the Employment Position, which review must occur on or before December 1st each year. The Employee is entitled to receive copies of any written forms or reports related to the review and is further entitled to submit written comments on those forms or reports to the City's Council for its consideration.

Vacation

17. The Employee is entitled to four (4) weeks annual vacation (the "Annual Vacation"). The vacation year is from January 1 to December 31 each year.
18. In addition to the Annual Vacation, the Employee shall receive one (1) week of paid leave during each year of employment by the City in recognition of the hours required to properly perform the Employment Obligations (the "Additional Leave").
19. If the Employee has unused Annual Vacation or Additional Leave remaining at the end of a calendar year, the Employee may:
- (a) carry forward up to five (5) days per year,
 - (b) be paid out the value of up to five (5) days per year,
- and any further unused days shall be archived and paid out to the Employee upon termination of this Agreement at the Salary rate at which they were earned.
20. City Council may approve additional carry forward or payout of unused Annual Vacation or Additional Leave in exceptional circumstances.
21. The Employee's Annual Vacation and Additional Leave entitlement accrues in equal proportions during the course of each year of the Employee's employment.
22. If the Employee's employment is terminated by the City or by the Employee, the Employee shall reimburse the City for any Annual Vacation or Additional Leave taken in excess of the proportion accrued at the date of termination.

Other Leaves of Absence

23. The Employee is entitled to up to three (3) days per year of paid leave to care for a sick child or spouse when no other person can provide for that person's needs.
24. The Employee is entitled to up to three (3) days per year of paid leave in the event of the death of an immediate or extended family member or a member of the Employee's spouse's family. If the Employee must travel during this bereavement leave, the Employee is entitled to up to an additional two (2) days per year of paid leave.

- 25. The Employee is entitled to paid leave on all statutory holidays celebrated in British Columbia.
- 26. The Employee is entitled to parental leave in accordance with the *Employment Standards Act*.
- 27. If the Employee is:
 - (a) on an unpaid leave of absence exceeding four (4) weeks; or
 - (b) on a paid leave of absence due to illness or disability exceeding six (6) months,
 the City will maintain the Employee's enrolment in the health and welfare plans under this Agreement (provided that the carrier or provider so permits) if the Employee pays to the City, in advance, 100% of the monthly costs of those plans.

Termination

- 28. The City may terminate the Employee's employment without just cause by providing the Employee with severance pay in an amount equivalent to 12 months salary to be paid in a lump sum to the employee, at a time that is coincidental with termination.
- 29. For the purposes of section 28 "severance pay" means the Employee's regular Salary less statutory deductions. The Employee shall also be entitled to payment of 20% of his Salary in lieu of all benefits and pension contributions unless the Employee's benefits and pension contributions are continued by the City during the period referred to in section 28, but the Employee expressly agrees that he shall only be entitled to continuation of benefits or pension if permitted by the plan carrier or provider.
- 30. The City may terminate the Employee's employment for just cause in accordance with the provisions of the *Community Charter* and without notice or pay in lieu of notice.
- 31. The Employee may terminate the Employee's employment by providing the City with at least three (3) months' written notice of termination. NO SEVERANCE PAYABLE.
- 32. The Employee and the City agree that the amounts referred to in section 28 consist of all the remuneration to which the Employee is entitled upon termination of employment without just cause.

Devoting Full Time to Duty

- 33. The Employee shall devote all of the Employee's time and attention to the performance of the Employment Obligations under this Agreement, in that the Employee shall devote that amount of time and attention normally expected of someone in the Employment Position with an entity such as the City. The Employee shall not engage in any other employment, business or other activity for remuneration or with a view to a gain during the term of this Agreement without the prior written consent of the City's Council.

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- 34. The Employee agrees that the restrictions contained in section 33 are reasonable in view of the importance of the Employment Position to the City and the need for assurances that the Employee will devote the appropriate amount of time and effort to discharging the Employment Obligations.

Assignment

- 35. Neither the Employee nor the City may assign this Agreement in whole or in part.

Entire Agreement

- 36. This Agreement constitutes the entire agreement between the City and the Employee and this Agreement supersedes all earlier agreements, understandings, representations, communications, and warranties with respect to the Employee's employment by the City.

Compliance with Policies and Procedures

- 37. The City may issue policies and procedures governing City employees as the City considers necessary or desirable and the Employee shall comply with and implement those policies and procedures unless they expressly contradict the terms of this Agreement, in which case the terms of this Agreement prevail.

Severance

- 38. If any term of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that term shall be severed from the rest of this Agreement and the rest of this Agreement shall remain in full force and effect.

Waiver

- 39. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Time of the Essence

- 40. Time is of the essence of this Agreement.

Independent Advice

- 41. The Employee acknowledges and agrees that the City has recommended that the Employee seek legal and accounting advice regarding the content and effect of this Agreement. The Employee also acknowledges and agrees that the Employee has read this Agreement carefully and has commented on it before signing it.

E

As evidence of their agreement to be bound by this Agreement, the City and the Employee each have executed and delivered this Agreement, as both a deed under seal and a contract, effective from and after the reference date set out on page one of this Agreement:

The Corporate Seal of the
CITY OF QUESNEL was hereunto
affixed in the presence of:)
)
)

C/S

22(1)

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SPECIAL CLOSED COUNCIL MEETING
HELD IN THE FRASER ROOM
QUESNEL CITY HALL
MONDAY, APRIL 16, 2012
8:35 P.M.

This is exhibit C referred to in the
affidavit of Sylvia Betty
Sworn before me at the Village of Chase
British Columbia this 13
of 13, A.D. 2012

A Commissioner for taking affidavits
for British Columbia

PRESENT: Mayor Sjostrom (Chair), Councillors: John Brisco, Ed Coleman, Scott Elliott,
Sushil Thapar, Mike Cave and Laurey-Anne Roodenburg .

STAFF MEMBERS: No staff members in attendance.

1. MEETING CLOSURE:

I-12-46-12 MOVED Councillor Coleman, Seconded Councillor Thapar and resolved:
THAT pursuant to Section 91 of the Community Charter, this special Council
meeting be closed to the public because discussion will cover:
Item #3 – confidential minutes
Item #4 – labour relations or other employee relations, in accordance with Section
90(1)(c).

CARRIED

2. APPROVAL OF AGENDA:

I-12-47-12 MOVED _____, Seconded _____ and resolved: 12(3)(b)
THAT the agenda for the April 16, 2012 special closed meeting be approved as
circulated.

CARRIED

3. MINUTES OF SPECIAL CLOSED MEETING

I-12-48-12 MOVED _____, Seconded _____ and resolved: 12(3)(b)
THAT the minutes of the April 2, 2012 special closed meeting be approved with
the minor change to the agenda seconder to read Councillor Cave.

CARRIED

12(3)(b)
22(2)(b)

5. MEETING ADJOURNED

I-12-50-12 MOVED , Seconded | and resolved:
THAT the special closed meeting be adjourned at 10:45 p.m. |
CARRIED

2(3)(b)

Mayor Mary Sjostrom, Chair

SPECIAL CLOSED COUNCIL MEETING
HELD IN THE FRASER ROOM
QUESNEL CITY HALL
MONDAY, APRIL 23, 2012
6:00 P.M.

CONFIDENTIAL

PRESENT: Mayor Sjostrom (Chair), Councillors: John Brisco, Ed Coleman, Scott Elliott,
Mike Cave and Laurey-Anne Roodenburg. Councillor Thapar absent.
STAFF MEMBERS: Kari Bolton, Director of Finance and Ken Coombs, Director of Public
Works & Engineering

1. MEETING CLOSURE:

I-13-51-12 MOVED Councillor Roodenburg, Seconded Councillor Cave and resolved:
THAT pursuant to Section 91 of the Community Charter, this special Council
meeting be closed to the public because discussion will cover:
Item #3 – confidential minutes
Item #4 – labour relations or other employee relations, in accordance with Section
90(1)(c).

CARRIED

2. APPROVAL OF AGENDA:

I-13-52-12 MOVED (Seconded) and resolved: 12(3)(b)
THAT the agenda for the April 23, 2012 special closed meeting be approved
as circulated.

CARRIED

3. APPROVAL OF SPECIAL CALLED MEETING ON APRIL 16, 2012

I-13-53-12 MOVED (Seconded) and resolved: 12(3)(b)
THAT the minutes of the April 16, 2012 special closed meeting be approved
as circulated.

CARRIED

This is exhibit D referred to in the
affidavit of Sylvia Balfour
Sworn before me at the Village of Chase,
British Columbia this.....day
of....., A.D. 20..13

A Commissioner for taking affidavits
for British Columbia

12(3)(b)
14

22(2)(h)
22(3)(g)

5. APPROVAL TO RELEASE ITEMS FROM SPECIAL CLOSED MEETING

6. OTHER

I-13-55-12 MOVED _____, Seconded _____ and resolved: 12(3)(b)
THAT Council appoints Kari Bolton and Ken Coombs as Interim
City Managers.

CARRIED

Acting City Managers Kari Bolton and Ken Coombs left the meeting at this time.

I-13-56-12 MOVED _____, Seconded _____ and resolved: 12(3)(b)
THAT Council refer to the Executive Committee to investigate compensation
to Acting City Managers and return to Council for approval.

CARRIED

7. ADJOURNMENT

I-13-57-12 MOVED _____, Seconded _____ and resolved: 12(3)(b)
THAT the special closed meeting be adjourned at 6:58 p.m.

CARRIED

Mayor Mary Sjostrom, Chair



CITY OF QUESNEL NEWS RELEASE

City Council to seek new City Manager

**For Immediate Release
May 1, 2012**

Quesnel, B.C. – Quesnel City Council has announced that it has accepted the resignation of City Manager John Stecyk, effective immediately. Stecyk, who is resigning for personal reasons, came to the City in January 2011.

The City of Quesnel wishes Mr. Stecyk well in his future endeavours.

The City will now begin the process of recruiting a new City Manager, which is expected to take several months to complete. The City will provide updates to the community when appropriate.

In the interim, Council has appointed two senior managers to oversee the City's operations and assist Council in the transition period. Those two are Director of Finance Kari Bolton and the Director of Public Works and Engineering, Ken Coombs.

-30-

Editor's Note: This release is available online at www.quesnel.ca

For further information, please contact:

Matt Wood, Communications Supervisor

Phone: 250.991.7475

Cell: 250.255.1170

E-mail: mwood@quesnel.ca

This is exhibit E referred to in the
affidavit of Sylvia Batley
Sworn before me at the Village of Chase,
British Columbia this.....day
of....., A.D. 2012

.....
A Commissioner for taking affidavits
for British Columbia

Ken Butchard

From: Pat Morton [pattym1386@gmail.com]
Sent: Wednesday, May 09, 2012 7:57 AM
To: keb23@telus.net
Subject: Fwd: FOI request

This is exhibit F referred to in the affidavit of Sylvia Battey sworn before me at the Village of Chase, British Columbia this day of A.D. 2013

----- Forwarded message -----
From: Pat Morton <pattym1386@gmail.com>
Date: Tue, May 8, 2012 at 3:44 PM
Subject: Re: FOI request
To: sushil thapar <thaparquesnel@gmail.com>

.....
**A Commissioner for taking affidavits
for British Columbia**

Thank you Kari. I am a bit concerned as to why anyone that quits for any reason receives such an amount. Now I have another FOI request. How much were Charles Hamilton, Byron Johnston and Lori Scott paid when they quit? Were they give a "final remuneration"?

Pat M

----- Forwarded message -----
From: Kari Bolton <kbolton@quesnel.ca>
Date: Tue, May 8, 2012 at 2:30 PM
Subject: RE: FOI request
To: "pattym1386@gmail.com" <pattym1386@gmail.com>

As per your FOI Request:

The final remuneration payment to John Stecyk was \$170,469.13.

John Stecyk did receive a moving allowance of \$10,000 when he came to Quesnel. Reimbursement was based on receipts received.

Thanks,

Kari Bolton

Director of Finance

HA

This is exhibit 9 referred to in the
affidavit of Sylvia Betty
Sworn before me at the Village of Chase
British Columbia this 7 day
of May, A.D. 2012

A Delegation/Committee of Whole Council Session was held on Monday, May 7, 2012 commencing at 7:01 p.m. in the Council Chambers of Quesnel City Hall.

PRESENT: Acting Mayor Mike Cave, Councillors John Brisco, Ed Coleman, Scott Elliott, Laurey-Anne Roodenburg and Sushil Thapar.

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for British Columbia

Staff members in attendance: Director of Public Works and Engineering Ken Coombs, General Manager Community Services Jeff Norburn, Director of Finance Kari Bolton, City Planner Tanya Turner and Acting Deputy Clerk Maureen Murray.

There was one media representative in attendance and two members in the public gallery for portions of the meeting.

1. CALL TO ORDER AND APPROVAL OF AGENDA

Acting Mayor Cave called the meeting to order and reviewed the agenda with a late staff report and special meeting resolution added.

MOVED Councillor Roodenburg, Seconded Councillor Coleman and resolved:
THAT the agenda for the May 7, 2012 Delegation/Committee of Whole Council meeting be approved with two late items.

CARRIED

2. DELEGATIONS

CARIBOO CHILCOTIN COAST TOURISM ASSOCIATION

Chief Executive Officer, Amy Thacker, came forward and provided a power-point presentation on behalf of this non-profit Association which contracts with Tourism BC to deliver programs for the entire area. She noted the framework flows from the Canadian Tourism Association through BC and then through Cariboo Chilcotin Coast Region to the City of Quesnel and this information needs to flow both ways to be most effective. Tourism BC has several programs with different deliverables for tourism businesses in B.C. with a toolkit and resources toward building a marketing plan and how to walk through a tourism plan. They formerly provided workshops but now have downloadable guides, and will soon have trained regional facilitators for smaller sector groups. She noted that there are seven platforms in B.C. prepared in five languages for worldwide marketing. She talked about stories being forwarded to journalists in order to maximize our potential as an area destination with leveraged partnerships for marketing. Their office holds the regional contract with BC Film Commission and a dedicated staff person works with such people interested in doing any commercial filming in our area. The Association Facebook page has just been developed with 859 fans recently, and today up to 1360. Tomorrow there will be a team in Bella Coola to teach community members how to maximize social media and this will continue growing, and corporate website now being updated as well as starting a newsletter for better communication with stakeholders.

Their next area conference will be on September 30 – October 2, 2012 in Wells-Barkerville (will commence just after UBCM Convention) and their local contact is April Goffic, the Quesnel Economic Development Officer, although they also talk to the Visitor Centre and

Delegation/Committee of the Whole

7 May, 2012

City Staff Report Cont'd. Fowl in residential areas

MOVED Councillor Roodenburg, Seconded Councillor Brisco and resolved:
THAT it be recommended to Council that City staff be directed to consult with the public on future policy regarding urban fowl and aviary uses in City residential zones.

CARRIED

6. TRADE MISSION TO JAPAN

General Manager Community Services, Jeff Norburn, reviewed Administration Report 39b/12 which sets out the increased costs per Council member to attend the Japanese trade mission in June, particularly because tickets cannot be ordered until passport details have been provided to the airline, and two Council members are still awaiting their final documentation.

Discussion ensued on who would pay any increased expenses over the \$23,700 remaining of the Asia Pacific Twinning grant, with suggestions ranging from individual members paying for their extra late costs, or certain members possibly not attending this trip and thus reducing the Council numbers taking the trade mission. Councillor Thapar advised that Council members' travel budget accounts should not be utilized because these were set up for in-country travel to established conferences and seminars for local government members.

Manager Norburn confirmed that tickets have been purchased already for the Mayor, one Council member, the Economic Development Officer and the translator at the increased cost of \$4800 each. Consensus was for staff to bring back the updated information once all attendees' travel plans are finalized for Council decision, even if a special council meeting must be called.

7. COUNCIL MOTION OF CENSURE

Acting Deputy Clerk Murray read a motion of censure regarding improper disclosure which was brought forward from a special closed Council meeting held immediately before this session. The Council motion "censured Councillor Thapar for his failure to comply with the Community Charter with respect to rules of confidentiality related to closed Council meeting matters". Councillor Thapar queried what these allegations covered and was advised these were discussed at the closed meeting to which Councillor Thapar was invited but chose not to attend. Councillor Coleman noted the City solicitor would need to be contacted as to whether this information could be available outside a closed meeting. Councillor Coleman noted that Councillor Thapar was at the first meeting on the confidential matter, but chose not to attend the second closed meeting. Councillor Thapar requested that minutes of the first meeting on this confidential matter be released.

5. ADJOURNMENT:

MOVED Councillor Roodenburg, Seconded Councillor Elliott and resolved:
THAT the Delegation/Committee of Whole meeting of Council of May 7, 2012 be adjourned at 8:20 p.m.

CARRIED

MEETING NO. 9

A regular meeting of the Municipal Council of the City of Quesnel was held on the 14th day of May, 2012 commencing at 7:00 p.m. in the City Hall Council Chambers.

PRESENT:

Acting Mayor Mike Cave (Chair) and Councillors John Brisco, Ed Coleman, Scott Elliott, Laurey-Anne Roodenburg, and Sushil Thapar

Staff members in attendance: Acting Manager/Director of Finance Kari Bolton, Acting Manager/Director of Public Works and Engineering Ken Coombs, General Manager Community Services Jeff Norburn, Communications Clerk Carol Anderson, Deputy Corporate Administrator Gina Albers, Clerk Maureen Murray, Planner Tanya Turner

There were two media representatives in attendance along with Shaw Cable representative and nine people in the public gallery for portions of the meeting.

As the Invocation, Councillor Brisco gave a prayer to the people involved in the Lakeland Mill explosion and hoped for diligence in finding the reasons for the explosions as there are 341 mills needing examination around the Province.

CALL TO ORDER AND APPROVAL OF AGENDA

Acting Mayor Cave called the meeting to order and reviewed the agenda. One late meeting report was added.

12-09-187 MOVED Councillor Roodenburg, Seconded Councillor Brisco and resolved: THAT the agenda for the regular meeting for May 14, 2012 be approved as amended.

CARRIED

ADOPTION OF MINUTES:

12-09-188 MOVED Councillor Elliott, Seconded Councillor Brisco and resolved: THAT the minutes of the regular meeting held on April 23, 2012 be adopted as recorded and circulated.

CARRIED

COMMITTEE OF WHOLE MEETING:

Acting Mayor, Councillor Cave, reviewed the various delegations who made presentations to the May 7, 2012 Committee meeting. The first was the Chief Executive Officer from the Cariboo Chilcotin Coast Tourism Association who updated Council on the various deliverables, toolkits and guides they have available at their office and website, noting their annual conference will be at the end of September in Wells/Barkerville. Councillor Elliott suggested that local businesses should be providing their information to this Association. The next delegation was our Museum Manager, Elizabeth Hunter, who made a heritage plaque presentation to an owner of one of the oldest houses in Quesnel, the Mitchell House. She also noted a plaque would be presented to Denise Mufford, the current owner of the Quesnel Hotel which has had a hotel on that site since 1862. The next presentation was from the City Auditor covering the audited financial statements for the fiscal year ending December 31, 2011. He noted Councillor Thapar's comments on crediting industry for new construction taxation, with the Auditor stating that Council can change this initiative next year if they wish.

12-09-189 MOVED Councillor Coleman, Seconded Councillor Roodenburg and resolved: THAT Council ratify the Committee recommendation to approve the 2011 Quesnel financial statements as presented by the City auditor.

CARRIED

This is exhibit H referred to in the affidavit of Sylvia Bolton sworn before me at the Village of Chase, British Columbia this day of, A.D. 2012

A Commissioner for taking affidavits for British Columbia

City Staff Reports Cont'd.

2012 Financial bylaws

Director of Finance Kari Bolton provided information on the final tax rates, including school taxes to the various property tax classes in the City, and confirmed the five-year financial plan attached to the bylaws within this agenda. Finance Chair, Councillor Coleman, noted that the City is in a good financial state although we have challenges around infrastructure upgrades, and he commended the City's Financial and Public Works' management and staff for the good job they did to balance all aspects of the budget. Councillor Thapar expressed concern about partially completed projects.

12-09-193 MOVED Councillor ,Coleman Seconded Councillor Roodenburg and resolved: THAT a bylaw entitled ""City of Quesnel Financial Plan Bylaw No. 1703 of 2012" be now adopted, signed by the Acting Mayor and Acting Corporate Administrator and numbered 1703.

CARRIED

COUNCILLOR THAPAR OPPOSED

12-09-194 MOVED Councillor Coleman, Seconded Councillor Elliott and resolved: THAT a bylaw entitled "City of Quesnel Tax Rates Bylaw No. 1704 of 2012" be now adopted, signed by the Acting Mayor and Acting Corporate Administrator and numbered 1704.

CARRIED

COUNCILLOR THAPAR OPPOSED

Officer Appointments

Acting Manager Kari Bolton reviewed Administration Report 59/12 for formal appointments of various managerial positions within the City during the transition period following the resignation of the City Manager. Manager Bolton reviewed the statutory requirements and the request that the responsibilities of Corporate Administrator be shared between two directors because of work commitments. The formal appointment of the City's new Deputy Corporate Administrator was also requested with Gina Albers being welcomed.

12-09-195 MOVED Councillor Elliott, Seconded Councillor Roodenburg and resolved: THAT Council approve the following City officer appointments:
- Ken Coombs as Acting Corporate Administrator and Acting Approving Officer for the City;
- Kari Bolton as Acting Corporate Administrator; and
- Gina Albers as Deputy Corporate Administrator.

CARRIED

Sidewalk food vendor permit

Clerk Maureen Murray reviewed Administrator Report 60/12 with respect to the re-issuance of a food vendor permit for Diane Louise Murray as a second food vendor in the downtown core, and following the City's Sidewalk Food Vendor's Bylaw No. 1299. Ms. Murray noted that this applicant had received full approval and following the Bylaw's regulations when she had a cart in 2006.

12-09-195 MOVED Councillor , Seconded Councillor and resolved: THAT Council approve a sidewalk food vendor permit to Diane Louise Murray for the St. Laurent/Reid Street corner location at an annual fee of \$450 (pro-rated for 2012) with an option to renew for two further years, on the following conditions:
- All conditions within the City's Sidewalk Food Vendor Bylaw are met;
- Proof of approved health permit and liability insurance are provided to the City.

CARRIED



This is exhibit I referred to in the
affidavit of Sylvia Baffey
Sworn before me at the Village of Chase,
British Columbia this.....day
of....., A.D. 2013

.....
**A Commissioner for taking affidavits
for British Columbia**

October 23, 2012

Ref: 151515

Mr. Ken Butchard
829 Reynard Street
Quesnel, BC V2J 3M4

Dear Mr. Butchard:

Thank you for your letter of September 6, 2012, regarding your concerns about the City of Quesnel (City). Please accept my apology for the delayed response.

I appreciate the comprehensive research you have undertaken with regard to your various concerns about the actions taken by some of the council members for the City. However, I am not in a position to hold a public inquiry into a matter that does not involve the financial viability of a local government, or the local government system as a whole. As well, I am not in a position to determine whether the City has followed generally accepted accounting principles.

I understand from your letter that you made a complaint in writing to the City's auditor. Under Section 172 of the *Community Charter*, the auditor must give notice of the matter to the council and must report to the council on the subject matter of the complaint. In addition, it should be noted that a council member who votes for a bylaw or resolution authorizing the expenditure, investment or other use of money contrary to the legislation is personally liable to the municipality for the amount. It is the courts that decide whether or not a council member acted contrary to a legislative requirement.

Council has the authority to dismiss an employee and to determine whether an applicant for a position has the necessary qualifications. These are matters within the authority of council to decide and it would be inappropriate for me to comment on or take any actions that would interfere with this process. If an employee has concerns with the nature or process of their dismissal by a local government, they have potential legal remedies through the courts under employment law rules.

.../2

**Ministry of Community,
Sport and Cultural
Development**

Assistant Deputy Minister
Local Government

Mailing Address:
PO Box 9490 Stn Prov Govt
Victoria BC V8W 9N7

Location:
6th Floor 800 Johnson Street
Victoria

Phone: 250 356-6575
Fax: 250 387-7973

www.gov.bc.ca/cscd

Mr. Ken Butchard
Page 2

The decision made by council to "censure" one of the members of council by limiting their involvement with committees or conferences is a decision for which council is ultimately accountable to the public at the time of election or through the courts if the councillor affected wishes to challenge the decision.

There are provisions in the *Community Charter* that deal with allegations of conflict of interest involving decisions made by members of council. There are no similar provisions that apply to City staff such as the Director of Finance although there may be rules under employment contracts or City policy. Concerns about the duties performed by a municipal employee should be addressed to the municipal council which has the authority to decide whether any action needs to be taken with regard to the matter.

The package of information that you sent to me is attached as you requested.

Sincerely,


Julian Paine
Assistant Deputy Minister

Attachments



This is exhibit J referred to in the
affidavit of Sylvia Batley
Sworn before me at the Village of Chase,
British Columbia this.....day
of..... A.D. 2013

December 24, 2012

Your Request File No. 12-12-03

Via: pattym1386@gmail.com

Dear Ms. Morton:

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act
(the "Act")

.....
**A Commissioner for taking affidavits
for British Columbia**

I am enclosing the details you requested on Friday, December 21, 2012 at 8:17 a.m. for "financial aspects only of John Steyck's termination agreement".

The responsive information is:

JOHN STECYK – FINAL RENUMERATION

Salary – 12 Months	\$131,750
Benefits – 20%	26,000
Pay Owing	2,831
Vacation Owing	9,538
TOTAL	\$170,469

We have enclosed a copy of your original request for your reference.

Under Section 52 of the Act you may ask the Information and Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 days from the date you receive this notice to request a review by writing to:

Office of the Information and Privacy Commissioner
P.O. Box 9038, Stn. Prov. Govt.
Victoria, B.C. V8W 9A4
Telephone: 250.387.5629 Fax: 250.387.1696



If you request a review, please provide the Commissioner's office with:

1. The request number assigned to your request (12-12-03)
2. A copy of this letter
3. A copy of your original request for information
4. Detailed reasons or grounds on which you are seeking the review

Please contact the undersigned to discuss any concerns or questions you may have at 250.991.7458.

Sincerely,

Original Signed By Kari Bolton

Kari Bolton
Head of FOIPPA

KB/gla