



Regional District of Central Kootenay
REGULAR BOARD MEETING
Open Meeting Revised

Date: Thursday, June 16, 2022
Time: 9:00 am
Location: Hybrid Model - In-person and Remote

Directors will have the opportunity to participate in the meeting electronically. Proceedings are open to the public.

Pages

1. WEBEX REMOTE MEETING INFO

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote (hybrid model).

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=mf247303791e99498e9e7fb2e54a9246>

Join by Phone:

1-844-426-4405 Canada Toll Free
+1-604-449-3026 Canada Toll (Vancouver)

Meeting Number (access code): 2458 234 0117

Meeting Password: DKfBMj3ew72

In-Person Location: Boardroom - 202 Lakeside Drive, Nelson BC

2. CALL TO ORDER & WELCOME

2.1. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

2.2. ADOPTION OF THE AGENDA

RECOMMENDATION:

(ALL VOTE)

The agenda for the June 16, 2022 Regular Open Board meeting be adopted with the following:

- removal of Item 2.5.1 Honourable Katrine Conroy - Member of Legislative Assembly - Kootenay West
- removal of Item 3.2.2 Riondel Commission: minutes June 7, 2022
- removal of Item 7.5 Bylaw 2759: Riondel Commission;
- inclusion of Item 7.8 Bylaw 2839: Regional District of Central Kootenay Planning Procedures and Fees Amendment;
- removal of Item 8.4.5 2021 Audited Financial Statements
- inclusion of Item 8.4.10 Facility Use Agreement: East Shore Kootenay Lake Men's Shed Society; and
- with the addition of the addendum

before circulation.

2.3. ADOPTION OF THE MINUTES

25 - 78

RECOMMENDATION:

(ALL VOTE)

The minutes from the May 19, 2022 Regular Open Board meeting be adopted as circulated.

2.4. INTRODUCTIONS

CAO Horn will introduce new staff members Marcus Friesen, full time auxiliary staff for the summer, who is providing support and working on the GIS asset management project and Melissa Djakovic, Corporate Administration Assistant, filling the temporary position while Marie-Pierre is in the temporary Contracts and Procurement Coordinator position.

2.5. DELEGATION

**2.5.1. *Honourable Katrine Conroy - Member of Legislative Assembly of Kootenay West*
*Item removed.***

Honourable Katrine Conroy had to cancel due to other obligations.

3. COMMITTEES & COMMISSIONS

3.1. FOR INFORMATION

3.1.1. Kaslo and Area D Economic Development Commission: minutes

79 - 81

May 9, 2022

- 3.1.2. Salmo and Area G Recreation Commission No. 7: minutes May 16, 2022** 82 - 83
- 3.1.3. Castlegar and District Recreation Commission: minutes May 17, 2022** 84 - 86
Staff has received the recommendation to proceed with the replacement of the Arena floor and to bring options to the Castlegar and District Recreation Commission in September 2022.
- 3.1.4. Emergency Program Executive Committee: minutes May 25, 2022** 87 - 88
- 3.1.5. Slocan Valley South Recreation Commission No. 8: minutes May 26, 2022** 89 - 90
- 3.1.6. Castlegar and District Recreation Commission: minutes June 7** 91 - 93
The two recommendations from the Castlegar and District Recreation Commission June 7, 2022 minutes will be addressed in Item 8.4.8.2 Castlegar and District Recreation - Urgent Arena Upgrades.

3.2. WITH RECOMMENDATIONS

- 3.2.1. Creston Valley Services Committee: minutes May 31, 2022** 94 - 164
Staff has received the recommendation to adopt Bylaw No. 2744, 2022 and will be addressed in Item 8.1 Bylaw 2744: Creston Valley Fire Service Regulation.

RECOMMENDATION:
(ALL VOTE WGT)

1. That the Board approve the RDCK enter into a Fire Service Agreement with Town of Creston for fire and rescue service in Canyon-Lister for the period June 16, 2022 to December 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents; AND FURTHER, that the costs be paid from Fire Protection - Area B Service S130.

RECOMMENDATION:
(ALL VOTE WGT)

2. That the Board approve the RDCK enter into a Lease Agreement with Town of Creston for the Fire Hall located at 2850 Lister Road, Creston, Province of British Columbia, V0B 1G2, more particularly known and described as: LOT A DISTRICT LOT 812 KOOTENAY DISTRICT PLAN EPP78263 (collectively, the "Property"); for the period June 16, 2022 to December 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary

documents.

RECOMMENDATION:

(ALL VOTE WGT)

3. That the Board approve the RDCK enter into a Lease of Fire Apparatus Agreement with Town of Creston for fire protection and emergency response services in Canyon-Lister for the period January 1, 2022 to December 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

3.2.2. Riondel Commission: minutes June 7, 2022

Item removed.

3.2.3. Arrow Creek Water Treatment and Supply Commission: minutes June 8, 2022

165 - 172

NOTE: Minor revision to recommendation No. 2 (2) to include "not".

RECOMMENDATION:

(ALL VOTE WGT)

1. That the Board award the Arrow Creek Water Treatment UV Reactor Replacement project to BI Pure Water Inc., and that the Chair and Corporate Officer be authorized to sign the necessary documents to a maximum value of \$445,000, excluding GST;

AND FURTHER, that the funds be paid from Service S251 Water Utility-Area B (Arrow Creek);

AND FURTHER, that the Board approve an amendment to the 2022 Financial Plan for S251 Water Utility-Area B (Arrow Creek) Account 60000 to include an increase of \$95,000 for the Arrow Creek Water Treatment UV Reactor Replacement project, and increase Account 45000 Transfer from Reserves an equivalent amount to be funded from Reserve RES179 Arrow Creek Water Capital Utility.

RECOMMENDATION:

(ALL VOTE)

STAFF RECOMMENDATION

2. That the Board direct staff to prepare amendments to the *Arrow Creek Water Treatment and Supply Commission Establishment Bylaw No. 1579, 2003* and incorporate the following:

1. Membership of the Commission being:

- RDCK Board Chair (or Vice Chair), permanently designated as Chair of the Commission;

- RDCK Electoral Area B Director;
- RDCK Electoral Area C Director; and
- Two members of Town of Creston Council.

2. Non-elected officials (alternates) shall **not** have voting privileges at Commission meetings.

3. One member of Town of Creston Council having a position on the new RDCK Water Commission.

4. Operational and capital decisions for the Erickson Water District that require cost sharing with the Arrow Creek Water Treatment and Supply service or affect measurably the water supply from the Arrow Creek Water Treatment Plant to the Town of Creston be reviewed at each Arrow Creek Water Commission.

5. That RDCK Staff are provided opportunity to provide recommendation to the Commission and the RDCK Board prior to Commission recommendations being forwarded to the RDCK Board for approval.

6. That the delegation of authority permitted under the Local Government Act remains for the Arrow Creek Water Treatment and Supply Service.

3.2.4. Community Sustainable Living Advisory Committee: minutes June 14, 2022

173 - 177

RECOMMENDATION:

(PO WGT)

1. That the Board direct Staff to complete Step 2 of Community Sustainable Living Advisory Committee project evaluation for Wynndel, Canfor and Blue Mountain cumulative impacts study; AND FURTHER, that the Board direct Staff to complete Step 2 of Community Sustainable Living Advisory Committee project evaluation to pilot energy storage in rural communities.

RECOMMENDATION:

(PO WGT)

2. That the Board direct staff to prepare a service case analysis and report back to the Board on the implications of establishing the requisition of a Drinking Water & Watershed Protection Service bylaw for protection of watersheds and drinking water in the Regional District of Central Kootenay.

RECOMMENDATION:

(ALL VOTE)

3. That the Board direct staff to apply to the Union of BC

3.2.5. Joint Resource Recovery Committee: minutes June 15, 2022

RECOMMENDATION:

(ALL VOTE)

1. The Board direct staff to enter into negotiation with Tip-It Waste Solutions and request a proposal to partner with the RDCK for Eco-Depot operations and Extended Producer Responsibility collections in the Creston area.

RECOMMENDATION:

(ALL VOTE WGT)

2. That the Board approve an amendment to the 2022 Financial Plan for Service A102 Resource Recovery and Service S188 Refuse Disposal (West Sub Sub-region) to include budget for the Scale Software Replacement Project, a Waste Composition Study, a Systems Efficiency Review and a Cost Recovery Model;

AND FURTHER, that that the following line items in the Financial Plan be changed:

- S188 increase by \$115,000 in account 59000 (Transfer to Other Services)
- S188 increase by \$115,000 in account 45000 (Transfer from Reserves)
- A102 increase by \$302,000 in account 45500 (Transfer from Services)
- A102 increase by \$130,000 in account 54030 (Contracted Services)
- A102 increase by \$172,000 in account 54040 (Consulting Services)

RECOMMENDATION:

(ALL VOTE WGT)

3. That the Board direct staff to enter into a Licensing Agreement with Strong Data Automation, including license plate reader functionality, for a three year term with two possible one year extensions, commencing July 4, 2022 at a cost of \$57,550 (excluding GST) for 2022 and an ongoing cost of \$44,700 (excluding GST) for each subsequent year to be paid from Service A102 Resource Recovery;

AND FURTHER, that the Board direct staff to investigate additional options of purchasing Strong Data Automation's customer online portal, unattended transaction kiosks, and/or cashless prepaid

cards for future consideration.

RECOMMENDATION:

(ALL VOTE WGT)

4. That the Board approve a 2 year contract extension to Tetra Tech Canada Inc. for works associated with the organics infrastructure projects engineering and design, starting July 1, 2022 with a maximum extension contract value of \$141,451 not including GST;

AND FURTHER, that the Board accept Tetra Tech Canada Inc.'s proposed fee schedule increases for the contract extension period from July 1, 2022 to June 30, 2024;

AND FURTHER, that the costs be paid from Service A120 Central-West Compost.

RECOMMENDATION:

(ALL VOTE WGT)

5. That the Board direct Staff to award the contract for Phase 1E at the Creston Landfill to MCL Group Ltd. in the amount of \$1,127,732.25 plus GST;

AND FURTHER, that the Chair and Corporate Officer be authorized to sign the necessary documents to a maximum value of up to \$1,127,732.25, plus GST;

AND FURTHER, that the costs be paid from Service S186, East Resource Recovery.

3.3. MEMBERSHIP

3.3.1. Area E: Advisory Planning and Heritage Commission

RECOMMENDATION:

(ALL VOTE)

That the Board appoint the following individuals to the Area E Advisory Planning and Heritage Commission for a term to end December 31, 2022:

Tracey Fellowes
John Doyle

And further, Dan Gatto be listed as the Alternate Director for Electoral Area E.

3.4. DIRECTORS' REPORTS

Each Director will be given the opportunity to provide a brief summary of the work they have been doing within their communities.

3.4.1.	Director Jackman	
3.4.1.1.	2022-05- Events - TSA/CBRAC/RCC/FCM	187 - 188
3.4.1.2.	Letter of Support: Kootenay Lake Geothermal Project	189
3.4.2.	Director Faust: Central Kootenay Food Policy Council	190 - 199
3.4.3.	Director Newell: Letter of Support - Nelson Hydro Battery Energy Storage Project	200
3.4.4.	Director Popoff: Letter of Support - North Slokan Trails Society	201
3.4.5.	Director Main: Federation of Canadian Municipalities Conference	202 - 203
4.	CORRESPONDENCE	
4.1.	The letter dated May 30, 2022 from the Kirk Duff, City of Castlegar, requesting a letter of support for the UBCM Strategic Priorities Fund for upgrades to the West Kootenay Regional Airport.	204 - 205
	<p>RECOMMENDATION: (ALL VOTE)</p> <p>That the Board send a letter of support to the City of Castlegar for their application to the Union of BC Municipalities Strategic Priorities Funding for upgrades to the West Kootenay Regional Airport.</p>	
5.	COMMUNICATIONS	
5.1.	The letter dated May 17, 2022 from Laurey-Anne Roodenburg, Union of BC Municipalities, indicating they have received the RDCK resolutions that were endorsed at the 2022 AKBLG Convention.	206 - 210
5.2.	The email dated May 17, 2022 from the Local Government Climate Action Program (LGCAP) Team regarding the new LGCAP.	211 - 212
5.3.	The email dated May 19, 2022 from Chelsey Forbes, Columbia River Treaty, providing the recording for the Columbia River Treaty virtual information session.	213 - 214
5.4.	The letter dated May 31, 2022 from Honourable Nathan Cullen, Ministry of Municipal Affairs, responding to Director Comer's email regarding mandatory parental leave provisions for elected officials.	215 - 216
5.5.	The letter dated June 1, 2022 from Gerry Thiessen, Regional District of Bulkley Nechako, regarding housing construction issues in northern British	217 - 219

Columbia.

- 5.6. The email dated June 8, 2022 from Jeff Davie, Ace Building Supplies Kaslo, expressing concern over the lack of recycling options for remote business. 220 - 221
- 5.7. The safety notice from Ministry of Forestry to Dam Owners regarding the 2022 spring freshet. 222
6. ACCOUNTS PAYABLE 223 - 240

RECOMMENDATION:

(ALL VOTE)

The Accounts Payable Summary for May, 2022 in the amount of \$1,019,091 be approved.

7. BYLAWS

- 7.1. **Bylaw 2744: Creston Valley Fire Service Regulation** 241 - 255
The Board Report dated May 9, 2022 from Tom Dool, Research Analyst, seeking the Board adopt Creston Valley Fire Service Regulation Bylaw No. 2744, 2022, has been received.

RECOMMENDATION:

(ALL VOTE)

1. That *Regional District of Central Kootenay Creston Valley Fire Service Regulation Bylaw No. 2744, 2022* be given FIRST, SECOND, AND THIRD reading by content.

RECOMMENDATION:

(ALL VOTE)

2. That *Regional District of Central Kootenay Creston Valley Fire Service Regulation Bylaw No. 2744, 2022* be ADOPTED and the Chair and Corporate Officer be authorized to sign the same.

- 7.2. **Bylaw 2759: Riondel Commission**
Item removed.

- 7.3. **Bylaw 2819: Recreation Commission No. 10 - Portion of Electoral Area E Service Establishment - Alternative Approval Process** 256 - 270
The Board Report dated June 2, 2022 from Tom Dool, Research Analyst, seeking Board approval to proceed with seeking elector approval via the Alternative Approval Process (AAP), has been received.

RECOMMENDATION:

(ALL VOTE WGT)

That the Board direct staff to proceed with obtaining approval of the electors within the Recreation Commission No. 10 – Area E Service Area to proceed with the adoption of *Recreation Commission No. 10 - Portion of Electoral Area E Service Establishment Bylaw 2819, 2022* and that such approval be obtained by alternative approval process pursuant to Section 86 of the *Community Charter*, AND FURTHER, the Board hereby determines as follows:

1. That participating area approval for *Recreation Commission No. 10 - Portion of Electoral Area E Service Establishment Bylaw 2819, 2022* be obtained for the entire service area.
2. The deadline for receipt of elector responses is 4:30 p.m. on August 1, 2021.
3. The required Elector Response Form shall be as attached to this report.
4. A fair determination of the total number of electors within the area to which the alternative approval process applies is 2080.

7.4. Bylaw 2822: Slocan Valley Fire Protection Service Establishment Amendment

271 - 273

RECOMMENDATION:

(ALL VOTE)

That the *Slocan Valley Fire Protection Service Establishment Amendment Bylaw No. 2822, 2022* be ADOPTED and the Chair and Corporate Officer be authorized to sign the same.

**7.5. Bylaw 2830: Erickson Water Distribution Service Commission Repeal Board Meeting - March 17, 2022
RES 173/22**

274

That the Board direct staff to prepare repeal bylaws for the following water commissions:

- Erickson Water Distribution Commission Establishment Bylaw No. 2542, 2016;
- Lister Water Distribution Service Commission Bylaw No. 2544, 2017; and
- Sanca Park Commission of Management Bylaw No. 364, 1981

AND FURTHER, that staff prepare documentation to establish Community Advisory Committees, where appropriate, for the water systems.

RECOMMENDATION:

(ALL VOTE)

1. That the *Erickson Water Distribution Service Commission Repeal Bylaw No. 2830, 2022* be read a first, second and third time by content to repeal

Erickson Water Distribution Service Commission Bylaw No. 2542, 2016.

RECOMMENDATION:

(ALL VOTE)

2. That the *Erickson Water Distribution Service Commission Repeal Bylaw No. 2830, 2022* be ADOPTED and the Chair and Corporate Officer be authorized to sign the same.

**7.6. Bylaw 2831: Lister Water Distribution Service Commission Repeal
Board Meeting - March 17, 2022
RES 173/22**

275

That the Board direct staff to prepare repeal bylaws for the following water commissions:

- Erickson Water Distribution Commission Establishment Bylaw No. 2542, 2016;
- Lister Water Distribution Service Commission Bylaw No. 2544, 2017; and
- Sanca Park Commission of Management Bylaw No. 364, 1981

AND FURTHER, that staff prepare documentation to establish Community Advisory Committees, where appropriate, for the water systems.

RECOMMENDATION:

(ALL VOTE)

1. That the *Lister Water Distribution Service Commission Repeal Bylaw No. 2831, 2022* be read a first, second and third time by content to repeal *Lister Water Distribution Service Commission Bylaw No. 2544, 2017.*

RECOMMENDATION:

(ALL VOTE)

2. That the *Lister Water Distribution Service Commission Repeal Bylaw No. 2831, 2022* be ADOPTED and the Chair and Corporate Officer be authorized to sign the same.

**7.7. Bylaw 2833: South Slocan Commission of Management Amendment
NOTE: Included Bylaw with mark-ups and resolution with Board direction.
Board Meeting - March 17, 2022
RES175/22**

276 - 279

That the Board direct staff to prepare an amending bylaw for the *South Slocan Commission of Management Bylaw No. 358, 1981* to effect the removal of the local water service from Commission oversight; AND FURTHER, that staff prepare documentation to establish Community Advisory Committee for the water system.

RECOMMENDATION:

(ALL VOTE)

1. That the *South Slocan Commission of Management Amendment Bylaw No. 2833, 2022* be read a FIRST, SECOND, and THIRD time by content.

RECOMMENDATION:

(ALL VOTE)

2. That the *South Slocan Commission of Management Amendment Bylaw No. 2833, 2022* be ADOPTED and the Chair and Corporate Officer be authorized to sign the same.

- 7.8. *Bylaw 2839: Regional District of Central Kootenay Planning Procedures and Fees Amendment***

280 - 286

RECOMMENDATION:

(ALL VOTE)

That the *Regional District of Central Kootenay Planning Procedures and Fees Amendment Bylaw No. 2839, 2022* being a bylaw to amend the *Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015* be ADOPTED and the Chair and Corporate Officer be authorized to sign the same.

8. NEW BUSINESS

8.1. COMMUNITY SERVICES

- 8.1.1. Award: Creston and District Community Complex Boiler Replacement**

287 - 289

The Board Report dated June 7, 2022 from Craig Stanley, Regional Manager - Operations and Asset Management, seeking Board approval for the award to replace the boilers at the Creston and District Community Complex, has been received.

RECOMMENDATION:

(ALL VOTE WGT)

That the Board award the contract for the Creston and District Community Complex boiler replacement project to Tratech Mechanical, from Creston, BC, and that staff be authorized to negotiate the final price to a maximum of \$81,338 excluding GST to be paid from Recreation Facility - Creston and Areas A, B and C Service S224; AND FURTHER, that the Chair and the Corporate Officer be authorized to sign the necessary documents.

8.2. DEVELOPMENT AND COMMUNITY SUSTAINABILITY

- 8.2.1. *Wildfire Development Permit Area Project***

290 - 310

The Board Report dated June 2, 2022 from Corey Scott, Planner, seeking Board approval to work with Urban Systems for the Wildfire Development Permit Area project, has been received.

Urban Systems Project team presentation has been received and the team will present to the Board.

RECOMMENDATION:
(ALL VOTE)

That the Board direct staff to work with the consultant to undertake the engagement activities for the Wildfire Development Permit Area Project as described in the Board Report – “Wildfire Development Permit Area Project”, dated June 2, 2022 from Corey Scott, Planner.

8.2.2. Goods and Services Agreement: Selous Creek Post-Harvest Mechanical Fuel Modification Treatment 311 - 322

The Board Report dated June 2, 2022 from Angela French, Wildfire Mitigation Supervisor, seeking Board approval to enter into an agreement for the post-harvest mechanical fuel modification treatment for the Selous Creek Wildfire Mitigation project, has been received.

RECOMMENDATION:
(ALL VOTE WGT)

The Board approve the RDCK entering into a contract with Sunshine Logging Limited not to exceed \$220,000 to complete the post-harvest mechanical fuel modification treatment for the Selous Creek Wildfire Fuel Mitigation project, that the project be funded through A101 Emergency Services via Forest Enhancement Society of BC grant funds, and the Financial Plan be amended to increase \$200,000 in Contracted Services in A101, and that the Chair and Corporate Officer be authorized to sign the necessary documents; AND FURTHER, that the Board direct staff to organize a field tour of the Selous project for the RDCK Board of Directors.

8.2.3. For Information: Crown Land Wildfire Risk Reduction and RDCK Wildfire Mitigation Program Update 323 - 326

The Board Report dated June 2, 2022 from Angela French, Wildfire Mitigation Supervisor, providing an update regarding the Crown Land Wildfire Risk Reduction program, has been received for information.

8.2.4. For Information: Grohman Creek Dock Service Feasibility Study 327 - 329

The Board Report dated June 2, 2022 from Corey Scott, Planner, providing the Board with the feasibility study completed for the Grohman Creek Docking Society, has been received for information.

8.3. ENVIRONMENTAL SERVICES

8.3.1. 2021 Mosquito Control Program Reporting

330 - 380

The Board Report dated May 3, 2022 from Todd Johnson, Environmental Coordinator, seeking Board approval to negotiate a five year direct award for the Mosquito Control Program, has been received.

RECOMMENDATION:

(ALL VOTE)

That the Board direct staff to negotiate a five year direct award contract between RDCK and Morrow BioSciences Ltd. for providing the Mosquito Control Program service in a Portion of Electoral Area D (Meadow Creek area) and the Pineridge community in 2023-2027, and that the results be brought back to the Board of Directors for consideration at the August 17, 2022 Board meeting.

8.3.2. Moratorium: RDCK Water Systems

RECOMMENDATION:

(ALL VOTE)

That the Board extend the moratorium on the intake of acquisition applications from water and wastewater systems to become RDCK owned and operated systems until October 31, 2022 and direct staff to prepare a report for the September 7, 2022 Water Services Committee meeting that explores the options to support a long term moratorium or an implementation strategy to lift it.

8.4. FINANCE & ADMINISTRATION

8.4.1. *Chief Financial Officer: Yev Malloff*

NOTE: Recommendation includes more detail.

RECOMMENDATION:

(ALL VOTE)

That the Board appoint Yev Malloff the Chief Financial Officer for the Regional District of Central Kootenay **effective June 16, 2022 in accordance with Sections 234 and 237 of the *Local Government Act*.**

8.4.2. 2022 General Local Election: School District Cost Sharing Agreements

381 - 408

The Board Report dated May 30, 2022 from Tom Dool, Research Analyst, seeking Board approval to enter into Election Services

Agreements with the School Districts, has been received.

RECOMMENDATION:
(ALL VOTE WGT)

1. The Board approve the RDCK enter into an Election Services Agreement with School District No. 8 for Election Services for the period of July 1, 2022 to December 29, 2022, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

RECOMMENDATION:
(ALL VOTE WGT)

2. The Board approve the RDCK enter into an Election Services Agreement with School District No. 10 for Election Services for the period of July 1, 2022 to December 29, 2022, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

RECOMMENDATION:
(ALL VOTE WGT)

3. The Board approve the RDCK enter into an Election Services Agreement with School District No. 20 for Election Services for the period of July 1, 2022 to December 29, 2022, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

8.4.3. Financial Contribution Agreement Amendment: Nelson Public Library (Area F and H)

409 - 410

RECOMMENDATION:
(ALL VOTE WGT)

That the Board approve the amendment to the Financial Contribution Agreement with Nelson Public Library for the 2022 financial contributions from Electoral Area F and H for the period December 31, 2021 to December 31, 2022, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

8.4.4. *Request for Proposal: Property Insurance Brokerage Services*

411 - 432

The Board Report dated June 15, 2022 from Mike Morrison, Manager of Corporate Administration, seeking Board approval to award the contract for property insurance brokerage services for the RDCK suite of required coverages, has been received.

RECOMMENDATION:
(ALL VOTE WGT)

That a one-year Property Insurance Brokerage Service contract be

awarded to the Municipal Insurance Agency of BC (MIABC) in the estimated amount of \$278,750 and that staff be authorized to negotiate final terms and pricing with MIABC, and that the Board Chair and Corporate Officer be authorized to sign the necessary documents including a three-year commitment to continue Property and Business Interruption coverage through MIABC.

8.4.5. 2021 Audited Financial Statements
Item removed.

Staff has indicated that the 2021 Audited Financials Statements have not been received from the auditors due to staffing shortages.

8.4.6. 2021 Statement of Financial Information Report (SOFI) 433 - 442
PLEASE NOTE: The 2021 Statement of Financial Information Report (SOFI) does not include all the data due to the 2021 Audited Financial Statements not being completed.

8.4.7. 2022 Financial Service Grants 443 - 444
The 2022 Financial Service Grant list of societies and non-profit organizations, has been received.

RECOMMENDATION:
(ALL VOTE)

That the Board authorize the release of funding for the following Financial Grant Services as of August 1, 2022 subject to the receipt and staff review of society and non-profit organization financial statements, minutes of the most recent annual general meeting, and a list of active officers as per the attached 2022 Financial Service Grant list.

8.4.8. Union of BC Municipalities: Strategic Priorities Funding 445 - 447
The Board Report dated June 13, 2022 from Mike Morrison, Manager of Corporate Administration, providing the Board with the background information regarding the - in progress and proposed RDCK applications to the Strategic Priorities Fund, has been received.

8.4.8.1. Erickson Universal Metering and Linear Infrastructure Upgrades 448 - 453
Board Meeting - May 19, 2022
RES 308/22

That the Board direct staff to submit an application for Erickson Universal Metering on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022; AND FURTHER, that the Board approve overall grant management by staff if the grant application is successful.

RES 309/22

That the Board direct staff to submit an application for Linear Infrastructure Upgrades on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022; AND FURTHER, that the Board approve overall grant management by staff if the grant application is successful.

8.4.8.2. **Castlegar and District Recreation Commission - Urgent Arena Upgrades** 454 - 486

The recommendations from Item 3.1.6 Castlegar and District Recreation Commission: minutes June 7, 2022 will be considered.

RECOMMENDATION:

(ALL VOTE)

That the Board endorse the Castlegar and District “Urgent Arena Repair Project” as one of the three (3) strategic projects to be submitted to the Union of BC Municipalities – Strategic Priorities Funding grant.

RECOMMENDATION:

(ALL VOTE)

That the Board contribute up to 15% of the value of the Castlegar and District Urgent Arena Repair Project being submitted to the Union of BC Municipalities – Strategic Priorities Funding grant, if required, with funds to come from Arena (Castlegar Complex) - Castlegar and Areas I and J Service S222.

8.4.8.3. **Riondel Community Centre Roof Project** 487 - 490

The Board Report dated June 7, 2022 from Joe Chirico, General Manager of Community Services, providing Board information to consider for the Riondel Community Centre Roof project, has been received.

8.4.9. **2022 UBCM Resolutions and Ministerial Meetings** 491 - 492

The deadline to submit resolutions for the 2022 UBCM Convention is June 30, 2022.

Proposed Ministerial Meetings for the Board:

1. **Topic:** Cannabis **Ministries:** Ministry of Agriculture and Ministry of Finance

2. **Topic:** Recycling **Ministry:** Ministry of Environment

8.4.9.1. **Director Davidoff: Legislation Requiring Underwriters to Recognize Fire Apparatus in Excellent Working Condition**

or That Can be Upgraded

RECOMMENDATION:

(ALL VOTE)

WHEREAS Fire Underwriters Survey recommends to underwriters and requires fire apparatus replacement after an arbitrary length of service regardless of its mechanical condition or actual service hours for fire insurance grading purposes without regard of the fiscal impact on small and rural local governments and its ratepayers;

AND WHEREAS UBCM has endorsed resolutions over the last 15 years to petition the Province of British Columbia to advocate Fire Underwriters Survey to change its arbitrary and unsustainable requirements and the Province has repeatedly responded by stating that it does not have a role or influence on the content of the Fire Underwriters Survey, nor the determinations made with respect to the use of those determinations by the member companies of the Insurance Bureau of Canada who subscribe to this service, in changing these requirements;

THEREFORE, BE IT RESOLVED that the Union of British Columbia Municipalities petition the Province to introduce and adopt legislation that requires all underwriters providing insurance coverage in British Columbia, to recognize and provide credit for fire insurance grading purposes, any fire apparatus that is rigorously tested and recognized to be in excellent working condition or that can be upgraded instead of being replaced, to reduce the fiscal impact on small and rural local governments and its ratepayers.

8.4.10. Facility Use Agreement: East Shore Kootenay Lake Men's Shed Society

493 - 510

RECOMMENDATION:

(ALL VOTE WGT)

That the Board approve the RDCK enter into a Facility Use Agreement with the East Shore Kootenay Lake Men's Shed Society for the rental of the basement of the Riondel Communit Centre commencing on June 1, 2022, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

8.5. GRANTS

8.5.1. Discretionary

511 - 520

RECOMMENDATION:

(ALL VOTE)

Discretionary grants out of the funds available for the following Electoral Areas/Member Municipalities be approved as designated:

AREA A

Many Bays Community Band	With a Little Help From My Friends-Free Concert	\$200
South Kootenay Lake ArtConnect Society	Gathering in Gratitude Festival	\$1,640

AREA B

Canyon Community Association	Canada Day 2022	\$999
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AREA F

Nelson and District Chamber of Commerce	Canada Day Regional Celebration	\$1,000
Nelson Public Library	2022 Library Operational Funding	\$3,764

AREA H

Corinne Funk	Tipping Fees	\$225
Nelson Public Library	2022 Library Operational Funding	\$2,678
Cops for Kids Foundation	Cops for Kids	\$1,500

AREA I

Pass Creek Community Hall	2022 Operational Costs	\$2,000
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AREA J

RDCK	Sponsorship of Food and Farm Guide	\$325.50
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8.5.2. Community Development

521 - 535

RECOMMENDATION:

(ALL VOTE)

Community Development grants out of the funds available for the following Electoral Areas/Member Municipalities be approved as designated:

AREA A

South Kootenay Lake Community Service Society	Kootenay Lake Geothermal Project	\$5,000
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AREA C

West Creston Community	Bursary	\$2,000
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Hall Society		
<u>AREA D</u>		
Lardeau Fire Prevention Association	Structural Sprinkler Protection Project	\$5,000
<u>AREA E</u>		
Nelson and District Chamber of Commerce	Canada Day Regional Celebration	\$1,000
<u>AREA F</u>		
Capitol Theatre Restoration Society	Equipment Acquisition	\$2,400
RDCK-North Shore Hall	North Shore Hall Audio System	\$18,918.15
<u>AREA G</u>		
Salmo & Area Supportive Housing	Parking Lot Paving	\$4,000
<u>AREA I</u>		
Tarrys and District Community Hall Society	2022 Operational Costs	\$2,000
Union of Spiritual Communities of Christ	BCC Covid Related Revenue Losses	\$4,000
<u>AREA J</u>		
Cops for Kids	Cops for Kids Charitable Bike Ride	\$2,000
<u>AREA K</u>		
Village of Nakusp	Emergency Services Building Storage Bays	\$30,000
<u>VILLAGE OF SALMO</u>		
Salmo & Area Supportive Housing Society	Parking Lot Paving	\$1,000
Salmo Ski Club	Ski Hill Lodge Retrofit	\$7,000
Village of Salmo	Tennis/Basketball/Pickleball Court Upgrades	\$21,000
Village of Salmo	Salmo Pool Upgrades	\$17,000.00

8.6. CHAIR/CAO REPORTS

The Chair and CAO will provide a verbal report to the Board.

9. RURAL AFFAIRS COMMITTEE

536 - 544

RECOMMENDATION:

(ALL VOTE)

**Rural Affairs Committee - Item 6.1
Building Bylaw Contravention - Dyck
Area D**

1. That the Corporate Officer of the Regional District of Central Kootenay be directed to file a Notice with the Land Title and Survey Authority of British Columbia, stating that a resolution has been made under Section 57 of the

Community Charter by the Regional District Board relating to land at 8567 Highway 31, Electoral Area D, legally described as LOT B, PLAN EPP14412, DISTRICT LOT 819, KOOTENAY LAND DISTRICT, and further, if an active Building permit or Building application is in place, that it be cancelled; and finally, that information respecting the resolution may be inspected at the office of the Regional District of Central Kootenay on normal working days during regular office hours.

RECOMMENDATION:

(ALL VOTE)

**Rural Affairs Committee - Item 6.2
Building Bylaw Contravention - Cooper
Area K**

2. That the Corporate Officer of the Regional District of Central Kootenay be directed to file a Notice with the Land Title and Survey Authority of British Columbia, stating that a resolution has been made under Section 57 of the Community Charter by the Regional District Board relating to land at 7955 Highway 6, Electoral Area K, legally described as LOT 1, PLAN NEP62377, DISTRICT LOT 9158, KOOTENAY LAND DISTRICT MANUFACTURED HOME REG. # B112L7, and further, if an active Building permit or Building application is in place, that it be cancelled; and finally, that information respecting the resolution may be inspected at the office of the Regional District of Central Kootenay on normal working days during regular office hours.

RECOMMENDATION:

(ALL VOTE)

**Rural Affairs Committee - Item 6.3
Development Variance Permit - Smagh
Area B**

3. That the Board APPROVE the issuance of Development Variance Permit V2113B-02542.000 to J&B Smagh Orchards Ltd., Inc. No. BC1030396 for the property located at 3020 Erickson Road, Electoral Area B and legally described as BLOCK 13, PLAN NEP730A, DISTRICT LOT 812, KOOTENAY LAND DISTRICT PARCEL 1, EXCEPT PLAN SRW 13512, SEE REF PL 36260I OF PCL B SEE 6107I, MANUFACTURED HOME REG. # 87199. (PID: 006-219-446) to vary sub-section 16.17 of Electoral Area 'B' Comprehensive Land Use Bylaw No. 2316, 2013 as follows:

1. reduce the minimum side setback for the east and southern lots lines from 2.5 metres to 1.5 metres to permit the existing unauthorized agricultural building;

and that as a condition of the Development Variance Permit V2113B- 02542.000 all outstanding water requirements be satisfied with the Regional District of Central Kootenay's Water Services division;

AND FURTHER, that Development Variance Permit V2113B-02542.000 be issued upon compliance with the above mentioned condition.

RECOMMENDATION:

(ALL VOTE)

Rural Affairs Committee - Item 6.4

Temporary Use Permit - Kazda

Area B

4. That the Board direct staff to provide notification of the Board's intention to consider Temporary Use Permit T2201B application by Peter & Lenka Kazda for the property located at 1335 Airport Road, Electoral Area B and legally described as LOT 2, PLAN EPP18797, TOWNSHIP 7, SECTION 12, KOOTENAY LAND DISTRICT (PID 028-937-601) at the next available opportunity.

RECOMMENDATION:

(ALL VOTE)

Rural Affairs Committee - Item 6.5

Non-Adhering Residential Use in the Agricultural Land Reserve - Shukin

Area C

5. That the Board SUPPORT application A2201C for the purposes of a Non-Adhering Residential Use in the ALR proposed by Ken Shukin for property located at 1427 Duck Lake Road, Electoral Area C and legally described as LOT 13, DISTRICT LOT 15150, PLAN NEP2765, KOOTENAY LAND DISTRICT (PID: 015-087-310).

RECOMMENDATION:

(ALL VOTE)

Rural Affairs Committee - Item 7.1

Community Works Funds Application - Balfour Community Hall Facility Access

Upgrade Project

Area E

6. That the Community Works Fund application submitted by the Balfour Recreation Commission for the Balfour Community Hall Facility Access Upgrade in the total amount of \$11,000 be approved and that the funds be disbursed from Community Works Funds allocated to Electoral Area E; SUBJECT TO submission of the RDCK building permit application.

RECOMMENDATION:

(ALL VOTE)

Rural Affairs Committee - Item 7.2

Community Works Funds Application - Ymir Fire Hall Infrastructure Upgrade

Project

Area G

7. That the RDCK Community Works Fund application submitted for the Ymir Fire Hall Infrastructure Upgrade Project in the total amount of \$81,200 be approved and that the funds be disbursed from Area G Community Works Funds and allocated to Fire Protection – Fire Protection Defined G Ymir - Service S136.

RECOMMENDATION:

(ALL VOTE)

Rural Affairs Committee - Item 7.3

**Community Works Funds Application - Ymir Water System Control and Supervisory Control and Data Acquisition (SCADA) Upgrade Project
Area G**

8. That the RDCK Community Works Fund application submitted for the Ymir Water System Control & Supervisory Control and Data Acquisition (SCADA) Upgrade Project in the total amount of \$60,000 be approved and that the funds be disbursed from Area G Community Works Funds and allocated to Water Utility – Area G – Service S244.

RECOMMENDATION:

(ALL VOTE)

Rural Affairs Committee - Item 7.4

**Community Works Funds Application - Castlegar and District Community Complex Seniors Centre Roof Top Unit (RTU) Upgrade Project
Areas I and J**

9. That the RDCK Community Works Fund application submitted for the Castlegar & District Community Complex Seniors Centre Roof Top Unit (RTU) Upgrade Project in the total amount of \$50,000 be approved and that the funds be disbursed from the following Community Works Funds and allocated to Arena (Castlegar Complex) – Castlegar and Areas I and J - Service S222:

Electoral Area I in the amount of \$25,000;
Electoral Area J in the amount of \$25,000.

RECOMMENDATION:

(ALL VOTE)

Rural Affairs Committee - Item 7.5

**Infrastructure Planning Grant Application - South Canyon Improvement District - Ground Water Feasibility Study
Area B**

10. That Staff be directed to submit an Infrastructure Planning Grant Program application on behalf of the South Canyon Improvement District Water System for the Hydrogeological Services: Groundwater Development Feasibility Study, South Canyon Improvement District (SCID), near Creston. B.C. for consideration during the July 2022 intake. If the application is not immediately successful, it will be automatically resubmitted for consideration in the next intake ending in December 2022.

10. PUBLIC TIME

The Chair will call for questions from the public and members of the media at 11:45 a.m.

11. IN CAMERA

11.1. RESOLUTION - MEETING CLOSED TO THE PUBLIC

The Open meeting will be adjourned after In Camera without reconvening back into the open session unless there is business that needs to be addressed.

NOTE: Added subsection (e).

RECOMMENDATION:

(ALL VOTE)

In the opinion of the Board - and in accordance with Section 90 of the *Community Charter* - the public interest so requires that persons other than DIRECTORS, ALTERNATE DIRECTORS, DELEGATIONS AND STAFF be excluded from the meeting; AND FURTHER, in accordance with Section 90 of the *Community Charter*, the meeting is to be closed on the bases identified in the following subsections:

- (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;
- (c) labour relations or other employee relations;
- (e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- (g) litigation or potential litigation affecting the municipality;
- (n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2);

11.2. RESOLUTION - RECESS OF OPEN MEETING

RECOMMENDATION:

(ALL VOTE)

The Open Meeting be recessed at _____ a.m./ p.m. in order to conduct the *In Camera* Board meeting and reconvened at _____ a.m./p.m.

12. MATTERS ARISING FROM IN CAMERA MEETING

13. ADJOURNMENT

RECOMMENDATION:

(ALL VOTE)

That the meeting adjourn at ___ p.m.



Regional District of Central Kootenay REGULAR BOARD MEETING Open Meeting Minutes

The **fifth** meeting of the Board of the Regional District of Central Kootenay in 2022 was held on Thursday, May 19, at 9:04 a.m. through a hybrid meeting model that allows the public and media to attend in-person or remotely.

ELECTED OFFICIALS PRESENT

Chair A. Watson	Electoral Area D
Director G. Jackman	Electoral Area A
Director T. Wall	Electoral Area B
Director A. Casemore	Electoral Area C
Director R. Faust	Electoral Area E
Director T. Newell	Electoral Area F
Director H. Cunningham	Electoral Area G
Director W. Popoff	Electoral Area H
Director A. Davidoff	Electoral Area I
Director R. Smith	Electoral Area J
Director P. Peterson	Electoral Area K
Director K. Duff	City of Castlegar
Director J. Comer	Town of Creston
Director S. Hewat	Village of Kaslo
Director J. Hughes	Village of Nakusp
Director K. Page	City of Nelson
Director C. Moss	Village of New Denver
Director D. Lockwood	Village of Salmo
Director L. Main	Village of Silverton
Director J. Lunn	Village of Slocan

ELECTED OFFICIALS ABSENT

Director J. Morrison	City of Nelson
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STAFF PRESENT

S. Horn	Chief Administrative Officer
M. Morrison	Corporate Officer/Manager of Corporate Administration
A. Lund	Deputy Corporate Officer
L. Rein	Grants Coordinator
Y. Malloff	General Manager of Finance, Information Technology and Economic Development
U. Wolf	General Manager of Environmental Services
D. Elliott	Communications Coordinator
M. Nakonechny	Local Government Intern
C. Hopkyns	Corporate Administrative Coordinator

1. WEBEX REMOTE MEETING INFO

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote.

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m384f12f3acb35693620a7ea34668d8be>

Join by Phone:

1-844-426-4405 Canada Toll Free

+1-604-449-3026 Canada Toll (Vancouver)

Meeting Number (access code): 2467 935 9869

Meeting Password: M3WfJNPgk67

2. CALL TO ORDER & WELCOME

2.1 TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

2.2 ADOPTION OF THE AGENDA

Moved and seconded,

And Resolved:

295/22

The agenda for the May 19, 2022 Regular Open Board meeting be adopted with the following:

- inclusion of Item 11.3 Director Main: Federation of Canadian Municipalities;
- inclusions of Item 11.4 Direct Faust: Area E - Open Houses and Engagement; and
- addition of the addendum

before circulation.

Carried

2.3 ADOPTION OF THE MINUTES

Moved and seconded,

And Resolved:

296/22

The minutes from the April 21, 2022 Regular Open Board meeting be adopted as circulated.

Carried

2.4 INTRODUCTION

CAO Horn introduced the following new staff:

- Colton Wheaton the new Plan Checker for the Building Department;
- Grace Allen has moved into a new role as Senior Bylaw Officer;
- Jordan Dupuis has moved into a new role as Bylaw Enforcement Supervisor;
- Marlisa Antifaeff the new Administrative Assistant for the Human Resources Department;
- Regan Innis has moved into a new role as Human Resources Coordinator;
- Alex Hadfield has moved into a new role as Human Resources Advisor.

2.5 DELEGATION

Isaac Maxfield, Kaslo Info Net Society (KiN), provided the Board with a verbal report on the society. He indicated the society is a non-profit broadband provider specializing in bringing fibre-optic internet service to Kaslo and Area D. Isaac provided background on KiN and provided stats that show the success of the service within the community. This

year KiN is expanding into Johnson Landing and Argenta and next year into the Meadow Creek and Cooper Creek areas.

Isaac shared that KiN is looking to expand into other areas within the RDCK, using their existing systems to scale quickly and deliver service using local resources. KiN plans to hire locals and believes that expanding KiN to other areas throughout the region will benefit rural residents economically and improve social connectivity.

3. BUSINESS ARISING OUT OF THE MINUTES

3.1 Director Jackman: Crawford Bay Hall Restoration Project Board Meeting - April 21, 2022 RES 288/22

Crawford Bay and District Hall and Parks Association was informed that the RDCK can not apply on their behalf. They have requested a letter of support.

Moved and seconded,
And Resolved:

297/22 That the resolution being 288/22, being:

That the Board approve the RDCK applying to the Clean BC Communities Fund May 2022 grant stream on behalf of the Crawford Bay and District Hall and Parks Association for the Crawford Bay Hall restoration project.

Be RESCINDED.

Carried

Moved and seconded,
And Resolved:

298/22 That the Board send a letter of support to Crawford Bay and District Hall and Parks Association for the application to the Clean BC Communities Fund May 2022 grant stream for the Crawford Bay Hall restoration project.

Carried

4. COMMITTEES & COMMISSIONS

4.1 FOR INFORMATION

Committee/Commission Reports for information have been received as follows:

4.1.1 Electoral Area D Advisory Planning Commission: minutes March 31, 2022

Staff has received the recommendation from Area D APC regarding their support for the Crown Referral R2211D.

4.1.2 Kaslo and Area D Economic Development Commission S109: minutes April 11, 2022

4.1.3 Recreation Commission No. 7 - Salmo and Area G: minutes April 11, 2022

Staff has received the recommendation to investigate staffing and recruitment.

4.1.4 West Kootenay Transit Committee: minutes May 4, 2022

4.2 WITH RECOMMENDATIONS

4.2.1 Sunshine Bay Regional Park Commission: minutes March 24, 2022

Moved and seconded,
And Resolved:

299/22 That the Board appoint RDCK staff, Jenna Chapman, as the meeting coordinator for the Sunshine Bay Regional Park Commission and it be paid from Regional Parks - Nelson, Salmo, Areas E, F and G Service S202.

Carried

4.2.2 Recreation Commission No. 6 - Area H, New Denver & Silverton (Slocan Lake): minutes April 5, 2022

Staff received the recommendation to revise the voting membership in Bylaw No. 2791 and revised the bylaw prior to adoption.

Moved and seconded,
And Resolved:

300/22 That the Board approve the purchase of the Tower Fitness quote, \$13,857.48 for the additional strength equipment from Recreation Commission No. 6 – New Denver, Silverton and Area H Service No. S229, 2022 budget.

Carried

Moved and seconded,
And Resolved:

301/22 That the Board approve that a \$0.00 admittance fee to use the New Denver Fitness Center be set for all Interior Health Authority (IHA) employees for the 2022 year as the IHA provided the New Denver Fitness Centre use of space for a nominal lease.

Carried

Moved and seconded,
And Resolved:

302/22 That the Board approve payment of the following grants from the Recreation Commission No. 6 – New Denver, Silverton and Area H Service No. S229, 2022 budget:

Dark Water Dragons Society	\$530
Goat Mountain Kids Society	\$500
Hills Recreation Society	\$750
North Slocan Trail Society	\$750
Silverton Community Club	\$200
Slocan Lake Arena Society	\$600
Slocan Lake Dance Club	\$400
Slocan Lake Garden Society	\$630
Slocan Lake Golf Club	\$750
Valhalla Fine Arts Society	\$750

Carried

Moved and seconded,
And Resolved:

303/22 That the Board support Recreation Commission No. 6 – Area H, New Denver, Silverton (Slocan Lake) place ads in the Valley Voice for the Fall Grant Application.

Carried

4.2.3 South Slokan Commission of Management: minutes April 13, 2022

Moved and seconded,
And Resolved:

304/22

That the Board appoint RDCK staff, Jenna Chapman, as the Meeting Coordinator for the South Slokan Commission of Management and it be paid from Recreation Facility - Area H (South Slokan) Service S214.

Carried**4.2.4 Nelson & District Recreation Commission No. 5: minutes April 27, 2022**

Moved and seconded,
And Resolved:

305/22

That RC Strategies be awarded the contract for the Nelson and District Recreation Commission Service Review Facilitation Process for \$16,296 exclusive of taxes; AND FURTHER, that the 2022 Financial Plan be amended to include a \$16,296 contribution from RDCK Service S226 Recreation Facility – Nelson and Area F and Defined Area E - Reserve 155 Nelson and District Facility Master Plan to fund the facilitation.

Carried

Moved and seconded,
And Resolved:

306/22

That the Board approve the RDCK entering into an Operating Agreement with the City of Nelson for the operation of the Civic Centre Main Arena for the period of 2 years commencing on June 1, 2022, and that the Chair and Corporate Officer be authorized to sign the necessary documents; AND FURTHER, that the costs be paid from RDCK Service S226 Recreation Facility – Nelson and Area F and Defined Area E.

Carried**4.2.5 Riondel Commission of Management: minutes May 3, 2022**

Moved and seconded,
And Resolved:

307/22

The Board approve the payment of a \$500 stipend from the Riondel Commission of Management S209 Riondel Service budget 2022 for an approved design of the new Riondel town sign.

Carried**4.2.6 Water Services Committee: minutes May 4, 2022**

Moved and seconded,
And Resolved:

308/22

That the Board direct staff to submit an application for Erickson Universal Metering on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022; AND FURTHER, that the Board approve overall grant management by staff if the grant application is successful.

Carried

Moved and seconded,
And Resolved:

309/22 That the Board direct staff to submit an application for Linear Infrastructure Upgrades on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022; AND FURTHER, that the Board approve overall grant management by staff if the grant application is successful.

Carried

4.2.7 Creston Valley Services Committee: Minutes May 5, 2022

Moved and seconded,
And Resolved:

310/22 That the Board direct staff to amend the 2022 financial plan for Recreation Facility - Creston and Areas B, C and Area A Service 224 as follows:

- Deferral of the DDC Renewal and the Retro-commissioning projects totaling \$240,000;
- Addition of the Boiler Replacement project totaling \$85,000;
- Additional funding of \$50,000 for the East Stairwell Cover project; and
- Increase contributions to reserves of up to \$123,000.

Carried

Moved and seconded,
And Resolved:

311/22 That the RDCK support the events coordinator project proposal, presented by the Kootenay Employment Services on behalf of the Economic Action Partnership, by committing \$12,000 and the funds be disbursed from S108 Creston, Area B and C Economic Development, which is holding project funds that include contributions from S107 Area A Economic Development, SUBJECT TO the Economic Trust of Southern Interior -BC grant funding being successful; AND FURTHER, that the 2022 Financial Plan be amended to increase Grant Expense by \$12,000 and decrease Accumulated Operating Surplus by \$12,000.

Carried

4.2.8 Recreation Commission No. 4 - Nakusp and Area K: minutes May 11, 2022

Moved and seconded,
And Resolved:

312/22 That the Board direct staff to amend *Nakusp and Electoral Area K (Rec. #4) Recreation Program Bylaw No. 781, 1990* to increase the amount that may be requisitioned annually beginning in 2023, and that staff consult with the directors representing the Village of Nakusp and Electoral Area K regarding the increase.

Carried

Moved and seconded,
And Resolved:

313/22 That the Board approve the payment of the following from the Recreation Commission No. 4- Nakusp and Area K (S228) 2022 budget:

Arrow Lakes Arts Council	\$2,500
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Carried

4.2.9 Joint Resource Recovery Committee: minutes May 18, 2022

Moved and seconded,
And Resolved:

314/22

That the Board approve the purchase of the Volvo L70 Loader from Great West Equipment at the price of \$247,631, excluding GST to be paid from Service A120 Central-West Organics;

AND FURTHER, that the Board authorize up to \$250,000 to be borrowed under Section 403 of the Local Government Act, from the Municipal Finance Authority's Equipment Financing program, for the purpose of funding the Volvo L70 Loader for the Central Composting Facility;

AND FURTHER, that the loan be repaid within five years from Service A120 Central West Organics through contributions from Service S187 Central Resource Recovery, S188 West Resource Recovery, and any other appropriate revenues.

Carried

Moved and seconded,
And Resolved:

315/22

That the Board approve the RDCK enter into an agreement with Propeller Aero, including all the Terms and Conditions of the Propeller Aero agreement, for a one year term starting on June 01, 2022 with the option to renew for four one year extensions, and that the Corporate Officer be authorized to sign the required documents;

AND FURTHER, that the costs be allocated as per the 2022 Financial Plan for Service S186 East Resource Recovery and S188 West Resource Recovery.

Carried

4.3 MEMBERSHIP

4.3.1 Area A Economic Development Commission

Moved and seconded,
And Resolved:

316/22

That the Board appoint the following individuals to the Area A Economic Development Planning Commissions for a term to end December 31, 2022:

Richard Bertram
Peter Cullinane
Trish Toole

Carried

4.3.2 Area C Advisory Planning Commissions

Moved and seconded,
And Resolved:

317/22

That the Board appoint the following individual to the Area C Advisory Planning Commissions for a term to end December 31, 2022:

Joan McKenzie

Carried

4.3.3 South Slokan Commission of Management

Moved and seconded,
And Resolved:

318/22

That the Board send a letter to outgoing Chair, Ruby Payne, thanking her for her service to the South Slokan Commission of Management.

Carried

4.3.4 Recreation Commission No. 9

Moved and seconded,
And Resolved:

319/22

That the Board appoint the following individual to the Recreation Commission No. 9 for a term to end December 31, 2022:

Gabriela Gundlach

Carried

**DIRECTOR
ABSENT**

Director Cunningham left the meeting at 9:30 a.m.

4.4 DIRECTORS' REPORTS

4.4.1 Director Jackman

4.4.1.1 Directors Report: TSA/CBRAC/COFI

4.4.1.2 Letter of Support: Creston Valley – Kootenay Lake Economic Action Partnership Events Coordinator Application

4.4.1.3 Letter of Support: Columbia Basin Trust Property Corp. Funding Application

4.4.2 Director Wall: Letter of Support - Columbia Basin Trust Property Corp. Funding Application (Grain Elevators)

4.4.3 Director Watson: AKBLG/Emergency Services/The Sinixt Way of Life/Mosquito/CRT/Other Updates

4.4.4 Director Main: Letter of Support - Community Future of Central Kootenay Application (Slocan Valley Economic Development Strategic Plan)

5. CORRESPONDENCE

5.1 The letter dated March 25, 2022 from Laurent Breault, International Day Against Homophobia and Transphobia, requesting local government to raise a flag in support International Day Against Homophobia and Transphobia on May 17th, 2022.

Moved and seconded,
And Resolved:

320/22

That the Board send a letter responding to the International Day Against Homophobia and Transphobia that the correspondence was not received with time to be reviewed by the RDCK Board and to send a invitation in advance of the next years event for consideration.

Carried

5.2 The email dated May 9, 2022 from Whitney Lafreniere Vicente, West Coast Environmental Law requesting the Board to adopt advocacy resolution to protect biodiversity and ecosystem health.

- 5.3 The email dated May 9, 2022 from Cindy Pearce, BC Columbia River Treaty Local Governments Committee, requesting a letter of support for the Columbia River Salmon Recovery Initiative.**

Moved and seconded,
And Resolved:

321/22

That the Board send a letter of support to Mark Thomas, Chair, Executive Working Group The Columbia River Salmon Reintroduction Initiative for support of the extension and funding of the renewable letter of agreement amongst the five governments leading the Columbia River Salmon Recovery Initiative (CRSRI).

Carried

- 5.4 The email from Pegasis McGauley, Nelson and District Seniors Coordinating Society, requesting a letter of support to restore the weekly grocery bus, a volunteer service of the Nelson and District Seniors Coordinating Society.**

6. COMMUNICATIONS

- 6.1 The email dated April 29, 2022 from Martin Suchy, Government of Canada, providing an announcement of the 2022 spring rise on Kootenay Lake.**

- 6.2 The letter dated April 26, 2022 from Tara Faganello, Ministry of Municipal Affairs, providing an update from the April 2022 Regional Meetings with Minister Nathan Cullen and ADM Madeline Maley regarding the 2022 Spring freshet.**

6.3 Luxury Boat Tax

- 6.3.1 The letter dated April 7, 2022 from Terry Rysz, District of Sicamous, regarding luxury tax on recreational boats.**

- 6.3.2 The letter dated May 3, 2022 from Christine Fraser, Township of Spallumcheen, regarding luxury tax on recreational boats.**

- 6.4 The email dated May 2, 2022 from The B.C. Columbia River Treaty Team, providing an invitation to Columbia River Treaty public information sessions.**

7. ACCOUNTS PAYABLE

Moved and seconded,
And Resolved:

322/22

The Accounts Payable Summary for April, 2022 in the amount of \$4,512,367 be approved.

Carried

8. BYLAWS

8.1 Bylaw 2841: Area E Library Contribution Service

The Board Report dated May 19, 2022 from Tom Dool, Research Analyst, seeking the Board give three readings of Bylaw No. 2841 for the Area E Library Contribution Service, has been received.

Tom Dool, Research Analyst, answered the Boards questions regarding the Area E Library Contribution Service.

Moved and seconded,
And Resolved:

323/22

That the *Area E Library Financial Contribution Service Bylaw No. 2841, 2022* be read a FIRST, SECOND, and THIRD time by content.

Carried

8.2 Public Notice Bylaw

The Board Report dated May 2, 2022 from Angela Lund, Deputy Corporate Officer, seeking Board direction to investigate the best options for providing public notice of RDCK matters where it is legally required, has been received.

Moved and seconded,
 And Resolved:

324/22

That the Board direct staff to investigate options to be considered for the development of a Public Notice bylaw; AND FURTHER, a report be brought back to the Board in 2023.

Carried

9. NEW BUSINESS

9.1 COMMUNITY SERVICES

9.1.1 Portion of Electoral Area A (Rec No. 9) Recreational Program Service - Financial Plan Amendment

Moved and seconded,
 And Resolved:

325/22

That the Board approve an amendment to the 2022 Financial Plan from the Portion of Electoral Area A (Rec No. 9) Recreational Program Service, S232, to include an increase to Grant and a decrease to Accumulated Operating Surplus expenditures of \$4,736.68 for the ability to increase the funding available for grants in the portion of Area A.

Carried

9.2 FINANCE & ADMINISTRATION

9.2.1 2022 Community Initiatives and Affected Area Proposal

The Board Report dated April,21,2022 from Lisa Rein, Grants Coordinator, seeking the Board approval for the 2022 Community Initiatives and Affected Area (CIP/AAP) Funding proposals, has been received.

Lisa Rein, Grants Coordinator, shared the grant process went smoothly.

The Board thanked Lisa for her hard work.

Moved and seconded,
 And Resolved:

326/22

That the Community Initiative and Affected Area Program Funding proposals listed in Attachment A be approved and that funds be disbursed from Columbia Basin Trust Community Initiatives Affected Area Funds (Service X101) allocated to Electoral Areas listed as per the 2022 Community Initiatives and Affected Area Proposal Board Report dated April 21, 2022 from Lisa Rein, Grants Coordinator:

Area (Description)	Registered Applicant/Organization Legal Name	Project Title	2022 CIP/AAP Approved Funding
Area A CIP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$40.00
Area A CIP	Bee Awareness Society	Bee Awareness Education Project	\$340.00

Area A CIP	Boswell Memorial Hall Society	Kitchen Appliance- New Coffee pot	\$736.00
Area A CIP	Camp Koolaree Society	New Boat	\$300.00
Area A CIP	Community of Creston Arts Council	Creston's Best Singer	\$112.00
Area A CIP	Crawford Bay & District Hall & Parks Association	Phase 3 of the Rejuvenation and Preservation of the Crawford Bay Community Hall	\$6,581.80
Area A CIP	Creston & District Community Complex	Skatepark Host Program	\$160.00
Area A CIP	Creston Community Seed Bank Society	Growing Food in a Changing Climate	\$480.00
Area A CIP	Creston Firefighters Society	Forcible Entry Props	\$430.00
Area A CIP	Creston Pet Adoption and Welfare Society	Spay/Neuter & Vaccination Program	\$360.00
Area A CIP	Creston Valley Blossom Festival Association	82nd Annual Creston Valley Blossom Festival	\$1,080.00
Area A CIP	Creston Valley Food Action Coalition	Getting the Word Out	\$240.00
Area A CIP	Creston Valley Junior Hockey Society (dba Creston Valley Thunder Cats)	Thunder Cat Organization Technology Grant	\$160.00
Area A CIP	Creston Valley Music Teachers' Association	Creston Festival of the Arts 2023	\$184.00
Area A CIP	Creston Valley Public Art Connection Society	Public Art for the Creston Valley, Purchase Steampunk Owl	\$90.00
Area A CIP	Creston Valley Regional Airport Society	Phase 1 - Engineering and Design for Turn-bays	\$1,360.00
Area A CIP	Creston Valley Society for Therapeutic Horsemanship	Therapeutic Riding Program	\$270.00
Area A CIP	East Shore Trail and Bike Association	Battery Powered Chainsaws and Trail Building Tools	\$1,580.00
Area A CIP	East Shore Transportation Society	Wheelchair Lift for Electric Bus	\$2,680.00
Area A CIP	Fields Forward Society	Food Security and Fields Forward Strategic Visioning and Planning	\$800.00
Area A CIP	Focus on Youth	Focus on Youth 2023	\$300.00
Area A CIP	Friends of Kootenay Lake Stewardship Society	2022 Osprey Monitoring Project	\$346.00
Area A CIP	Health Arts Society	Health Arts Society Concerts in Care	\$365.00
Area A CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$0.00
Area A CIP	Kaslo Search and Rescue	KSAR Backcountry Response Upgrading Program	\$600.00
Area A CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamic Project	\$380.00
Area A CIP	Kootenay Employment Services Society	P.A.R.T.Y. Program	\$310.00
Area A CIP	Kootenay Lake Hospital Foundation	Breath of Spring campaign	\$170.00

Area A CIP	Kootenay-Columbia Discovery Centre Society	Wetland Education and Awareness Program (WEAP)	\$360.00
Area A CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$260.00
Area A CIP	Nelson Search and Rescue Society	Nelson Search and Rescue Boathouse	\$360.00
Area A CIP	Northern BC Friends of Children - East Kootenay Branch	Family Support Project 2022-2023	\$200.00
Area A CIP	RDCK Emergency Services	Fabrication of ramp to enable Community emergency evacuation by water	\$1,240.00
Area A CIP	Riondel & District Curling Club	Electrical Upgrade	\$1,720.00
Area A CIP	Riondel Golf Club Society	Office Point-Of-Sale System Upgrade	\$340.00
Area A CIP	Royal Canadian Legion, Creston Branch 29	Replace Building's Roof	\$200.00
Area A CIP	SKLCSS	East Shore Early Years Summer Program	\$700.00
Area A CIP	South Kootenay Lake ArtConnect Society	Harrison Arts and Cultural Health and Safety Renovation Project	\$1,140.00
Area A CIP	South Kootenay Lake Community Service Society	Helping Hands Days	\$800.00
Area A CIP	South Kootenay Lake Community Service Society	East Shore Traveling TAPS program	\$2,300.00
Area A CIP	South Kootenay Lake Community Services Society	East Shore Fitness Center Treadmills	\$980.00
Area A CIP	South Kootenay Lake Community Services Society	New Electric Vehicle	\$1,600.00
Area A CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$40.00
Area A CIP	The British Columbia Society for the Prevention of Cruelty to Animals	Community Spay-Neuter Assistance Program	\$80.00
Area A CIP	The Canadian Red Cross Society	Keeping Up with the Demand for HELP Equipment as the Number of Loans in 2021 Increases 27% in One Year: The Highest Number of Loans in RDCK History	\$310.00
Area A CIP	Trails for Creston Valley Society	Martell Beach Development	\$396.00
Area A CIP	Trails for Creston Valley Society	Riverside Park Upgrade	\$134.00
Area A CIP	Valley Community Services Society	Farmer's Market Coupon Program	\$320.00
Area A CIP	West Kootenay Amateur Radio Club	Crawford Bay Repeater Site Work - Retune Repeater frequencies to use a positive offset	\$120.00
Area A CIP	Wynndel Community Centre	Wynndel School Demolition Hazard Assessment	\$1,180.00
Area A CIP Total			\$35,234.80

Area B CIP	Camp Koolaree Society	New Boat	\$2,500.00
Area B CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$815.00
Area B CIP	Community of Creston Arts Council	Creston's Best Singer	\$400.00
Area B CIP	Crawford Bay & District Hall & Parks Association	Phase 3 of the Rejuvenation and Preservation of the Crawford Bay Community Hall	\$1,740.00
Area B CIP	Creston & District Community Complex	Skatepark Host Program	\$1,300.00
Area B CIP	Creston Community Seed Bank Society	Growing Food in a Changing Climate	\$4,000.00
Area B CIP	Creston Firefighters Society	Forcible Entry Props	\$1,500.00
Area B CIP	Creston Pet Adoption and Welfare Society	Spay/Neuter & Vaccination Program	\$3,200.00
Area B CIP	Creston Quilts 4 Kids	Creston Quilts 4 Kids	\$900.00
Area B CIP	Creston Valley Blossom Festival Association	82nd Annual Creston Valley Blossom Festival	\$5,400.00
Area B CIP	Creston Valley Food Action Coalition	Getting the Word Out	\$2,740.00
Area B CIP	Creston Valley Junior Hockey Society (dba Creston Valley Thunder Cats)	Thunder Cat Organization Technology Grant	\$2,000.00
Area B CIP	Creston Valley Music Teachers' Association	Creston Festival of the Arts 2023	\$1,900.00
Area B CIP	Creston Valley Public Art Connection Society	Public Art for the Creston Valley, Purchase Steampunk Owl	\$3,000.00
Area B CIP	Creston Valley Regional Airport Society	Phase 1 - Engineering and Design for Turn-bays	\$0.00
Area B CIP	Creston Valley Society for Therapeutic Horsemanship	Therapeutic Riding Program	\$3,600.00
Area B CIP	Erickson Golden Agers Association	Erickson Golden Manor Gazebo	\$5,000.00
Area B CIP	Fields Forward Society	Food Security and Fields Forward Strategic Visioning and Planning	\$4,000.00
Area B CIP	Focus on Youth	Focus on Youth 2023	\$500.00
Area B CIP	Health Arts Society	Health Arts Society Concerts in Care	\$775.00
Area B CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$600.00
Area B CIP	Kitchener Valley Recreation and Fire Protection Society	Kitchener Community Hall Furnace replacement	\$10,000.00
Area B CIP	Kitchener Valley Recreation and Fire Protection Society	Kitchen Valley Recreational and Fire Protection Society Community Hall fencing	\$0.00
Area B CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$500.00
Area B CIP	Kootenay Employment Services Society	P.A.R.T.Y. Program	\$500.00
Area B CIP	Kootenay-Columbia Discovery Centre Society	Wetland Education and Awareness Program (WEAP)	\$3,240.00

Area B CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$500.00
Area B CIP	Mormon Hills School	Gravel for school playground	\$2,123.00
Area B CIP	Northern BC Friends of Children - East Kootenay Branch	Family Support Project 2022-2023	\$250.00
Area B CIP	Royal Canadian Legion, Creston Branch 29	Replace Building's Roof	\$6,200.00
Area B CIP	South Kootenay Lake ArtConnect Society	Harrison Arts and Cultural Health and Safety Renovation Project	\$200.00
Area B CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$2,400.00
Area B CIP	The Canadian Red Cross Society	Keeping Up with the Demand for HELP Equipment as the Number of Loans in 2021 Increases 27% in One Year: The Highest Number of Loans in RDCK History	\$360.00
Area B CIP	Trails for Creston Valley Society	Martell Beach Development	\$2,400.00
Area B CIP	Trails for Creston Valley Society	Riverside Park Upgrade	\$2,000.00
Area B CIP	Valley Community Services Society	Farmer's Market Coupon Program	\$2,000.00
Area B CIP	Wildsight - Creston Valley Branch	Watershed Connections with Wildsight Creston	\$1,950.00
Area B CIP	Wynndel Community Centre	Wynndel School Demolition Hazard Assessment	\$225.00
Area B CIP Total			\$80,718.00
Area C CIP	Camp Koolaree Society	New Boat	\$1,500.00
Area C CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$850.00
Area C CIP	Community of Creston Arts Council	Creston's Best Singer	\$150.00
Area C CIP	Crawford Bay & District Hall & Parks Association	Phase 3 of the Rejuvenation and Preservation of the Crawford Bay Community Hall	\$500.00
Area C CIP	Creston & District Community Complex	Skatepark Host Program	\$500.00
Area C CIP	Creston Community Seed Bank Society	Growing Food in a Changing Climate	\$2,000.00
Area C CIP	Creston Firefighters Society	Forcible Entry Props	\$500.00
Area C CIP	Creston Pet Adoption and Welfare Society	Spay/Neuter & Vaccination Program	\$1,200.00
Area C CIP	Creston Quilts 4 Kids	Creston Quilts 4 Kids	\$800.00
Area C CIP	Creston Valley Blossom Festival Association	82nd Annual Creston Valley Blossom Festival	\$4,600.00
Area C CIP	Creston Valley Food Action Coalition	Getting the Word Out	\$2,817.50

Area C CIP	Creston Valley Junior Hockey Society (dba Creston Valley Thunder Cats)	Thunder Cat Organization Technology Grant	\$1,500.00
Area C CIP	Creston Valley Music Teachers' Association	Creston Festival of the Arts 2023	\$500.00
Area C CIP	Creston Valley Public Art Connection Society	Public Art for the Creston Valley, Purchase Steampunk Owl	\$150.00
Area C CIP	Creston Valley Regional Airport Society	Phase 1 - Engineering and Design for Turn-bays	\$0.00
Area C CIP	Creston Valley Society for Therapeutic Horsemanship	Therapeutic Riding Program	\$1,000.00
Area C CIP	East Shore Trail and Bike Association	Battery Powered Chainsaws and Trail Building Tools	\$250.00
Area C CIP	Fields Forward Society	Food Security and Fields Forward Strategic Visioning and Planning	\$1,600.00
Area C CIP	Focus on Youth	Focus on Youth 2023	\$400.00
Area C CIP	Friends of Kootenay Lake Stewardship Society	2022 Osprey Monitoring Project	\$300.00
Area C CIP	Health Arts Society	Health Arts Society Concerts in Care	\$775.00
Area C CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$200.00
Area C CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$500.00
Area C CIP	Kootenay Employment Services Society	P.A.R.T.Y. Program	\$500.00
Area C CIP	Kootenay-Columbia Discovery Centre Society	Wetland Education and Awareness Program (WEAP)	\$4,999.00
Area C CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$400.00
Area C CIP	Northern BC Friends of Children - East Kootenay Branch	Family Support Project 2022-2023	\$500.00
Area C CIP	Royal Canadian Legion, Creston Branch 29	Replace Building's Roof	\$578.50
Area C CIP	South Kootenay Lake ArtConnect Society	Harrison Arts and Cultural Health and Safety Renovation Project	\$200.00
Area C CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$200.00
Area C CIP	The Venue - Performance and Visual Arts Society	The Venue - concession booth equipment	\$200.00
Area C CIP	Trails for Creston Valley Society	Martell Beach Development	\$1,000.00
Area C CIP	Trails for Creston Valley Society	Riverside Park Upgrade	\$600.00
Area C CIP	Valley Community Services Society	Farmer's Market Coupon Program	\$1,500.00
Area C CIP	Wildsight - Creston Valley Branch	Watershed Connections with Wildsight Creston	\$1,000.00
Area C CIP	Wynndel Community Centre	Wynndel School Demolition Hazard Assessment	\$750.00
Area C CIP Total			\$35,020.00

Area D AAP	Argenta Community Association	Argenta Hall - Mapping Plan Stage 2	\$4,400.00
Area D AAP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$0.00
Area D AAP	Crop for a Cure	Crop for a Cure Support	\$3,500.00
Area D AAP	Grizzly Bear Solutions	Grizzly Bear Coexistence Solutions	\$3,000.00
Area D AAP	Health Arts Society	Health Arts Society Concerts in Care	\$1,000.00
Area D AAP	Hospice Society of North Kootenay Lake	Community Outreach and Grief Support (COGS)	\$2,325.00
Area D AAP	Johnsons Landing Community Association	JL Community Readiness and Food Security	\$4,000.00
Area D AAP	JV Humphries Elementary Secondary	JVH Library Senior Fiction Modernization	\$1,000.00
Area D AAP	Kaslo Community Acupuncture Society	Kaslo Community Acupuncture Clinic	\$4,000.00
Area D AAP	Kaslo Concert Society	Concert Piano expenses	\$500.00
Area D AAP	Kaslo Curling Club	Curling Rock Reconditioning	\$500.00
Area D AAP	Kaslo infoNet Society	Improving Internet Reliability for North Kootenay Lake Via Power Improved Power Stability for North Kootenay Lake Wireless Internet Towers	\$5,000.00
Area D AAP	Kaslo Search and Rescue	KSAR Backcountry Response Upgrading Program	\$4,999.00
Area D AAP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$0.00
Area D AAP	Kootenay Lake Independent School Society	Periwinkle Children's Centre Building Expansion	\$2,500.00
Area D AAP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$0.00
Area D AAP	Lardeau Valley Community Club	Jewett Elementary Hot Lunch Program	\$4,800.00
Area D AAP	Lardeau Valley Community Club	Maintenance Projects 2022/2023	\$0.00
Area D AAP	Lardeau Valley Community Club	Red Cross Swimming Lessons 2022	\$1,800.00
Area D AAP	Lardeau Valley Community Hall	Programming at LVCC	\$5,000.00
Area D AAP	Lardeau Valley Community Hall	Kids to Camp 2022	\$5,000.00
Area D AAP	Lardeau Valley Historical Society	Museum Host for Summer Visitors, 2022	\$2,494.00
Area D AAP	Lardeau Valley Historical Society (LVHS)	Community Celebration of Local History, June 26, 2022	\$1,000.00
Area D AAP	Lardeau Valley Opportunity LINKS Society	Lardeau Valley Emergency Preparedness	\$3,643.00
Area D AAP	Lardeau Valley Opportunity LINKS Society	LINKS Communications and Accessibility	\$4,830.00
Area D AAP	Lardeau Valley Opportunity LINKS Society	Back up generator installation	\$4,498.00

Area D AAP	Living Lakes Canada Society	Kootenay Watershed Science	\$2,000.00
Area D AAP	North Kootenay Lake Community Services Society	Family Centre Guest Speaker Series	\$2,500.00
Area D AAP	North Kootenay Lake Community Services Society	Youth Art and Culture	\$2,500.00
Area D AAP	North Kootenay Lake Community Services Society	Parent and Child Time @ Meadow Creek	\$5,000.00
Area D AAP	North Kootenay Lake Community Services Society	North Kootenay Lake Food Cupboard	\$5,000.00
Area D AAP Total			\$86,789.00
Area D/Kaslo CIP	Bee Awareness Society	Bee Awareness Education Project	\$1,000.00
Area D/Kaslo CIP	Camp Koolaree Society	New Boat	\$0.00
Area D/Kaslo CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$0.00
Area D/Kaslo CIP	Empire Wilderness Society	The empire turn-off parking snow removal	\$1,000.00
Area D/Kaslo CIP	Friends of Kootenay Lake Stewardship Society	2022 Osprey Monitoring Project	\$0.00
Area D/Kaslo CIP	Health Arts Society	Health Arts Society Concerts in Care	\$775.00
Area D/Kaslo CIP	Hospice Society of North Kootenay Lake	Community Outreach and Grief Support (COGS)	\$1,500.00
Area D/Kaslo CIP	Johnsons Landing Community Association	JL Community Readiness and Food Security	\$3,984.00
Area D/Kaslo CIP	JV Humphries Elementary Secondary	JVH Library Senior Fiction Modernization	\$0.00
Area D/Kaslo CIP	JVHumphries School	Music Mania	\$700.00
Area D/Kaslo CIP	Kaslo & District Public Library Association	Teen bookclub - Climate Action Club	\$750.00
Area D/Kaslo CIP	Kaslo & District Public Library Association	5 New Library Project Events	\$2,250.00
Area D/Kaslo CIP	Kaslo and Area Youth Council	Kaslo Youth Centre - Kitchen and Storage Space Improvements	\$1,100.00
Area D/Kaslo CIP	Kaslo and Area Youth Council	Introduction to the Virtual Reality Experience	\$0.00
Area D/Kaslo CIP	Kaslo Community Acupuncture Society	Kaslo Community Acupuncture Clinic	\$4,000.00
Area D/Kaslo CIP	Kaslo Concert Society	Concert Piano expenses	\$900.00
Area D/Kaslo CIP	Kaslo Curling Club	Curling Rock Reconditioning	\$2,200.00
Area D/Kaslo CIP	Kaslo infoNet Society	Trenching for Fibre-optic Internet Service	\$3,000.00
Area D/Kaslo CIP	Kaslo Outdoor Recreation and Trails Society KORTS	Kaslo & Area trail upgrade, rehabilitation, maintenance, and development	\$2,500.00
Area D/Kaslo CIP	Kaslo Racquet Club	Tennis Ball Machine and Collection Basket	\$500.00
Area D/Kaslo CIP	Kaslo Search and Rescue	KSAR Backcountry Response Upgrading Program	\$4,999.00
Area D/Kaslo CIP	KASLO TO SANDON RAILS TO TRAILS SOCIETY	Kaslo to Sandon Rails to Trails Society trail safety improvements equipment needs	\$3,000.00

Area D/Kaslo CIP	Kootenay Animal Assistance Program Society (KAAP)	Spay-neuter and medical (veterinary) assistance for low income families and homeless animals	\$1,500.00
Area D/Kaslo CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$0.00
Area D/Kaslo CIP	Kootenay Emergency Response Physicians Association	Expansion of Emergency Physician Services Capacity	\$4,345.00
Area D/Kaslo CIP	Kootenay Lake Historical Society	SS Moyie Exterior Painting	\$5,000.00
Area D/Kaslo CIP	Kootenay Lake Hospital Foundation	Breath of Spring campaign	\$0.00
Area D/Kaslo CIP	Kootenay Lake Independent School Society	Periwinkle Children's Centre Building Expansion	\$5,000.00
Area D/Kaslo CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$0.00
Area D/Kaslo CIP	Langham Cultural Society	2022 Kaslo Summer Music Series	\$1,500.00
Area D/Kaslo CIP	Lardeau Valley Community Hall	Programming at LVCC	\$1,500.00
Area D/Kaslo CIP	Nelson Fine Art Centre Society	Exhibition & Residency Project 2022-2023	\$0.00
Area D/Kaslo CIP	Nelson Search and Rescue Society	Nelson Search and Rescue Boathouse	\$0.00
Area D/Kaslo CIP	North Kootenay Lake Community Services Society	Feeding Families Not Bears	\$2,000.00
Area D/Kaslo CIP	North Kootenay Lake Community Services Society	Family Centre Guest Speaker Series	\$1,000.00
Area D/Kaslo CIP	North Kootenay Lake Community Services Society	Youth Art and Culture	\$1,000.00
Area D/Kaslo CIP	North Kootenay Lake Community Services Society	North Kootenay Lake Food Cupboard	\$3,000.00
Area D/Kaslo CIP	Selkirk College Foundation	Livestreaming Equipment for the Mir Centre for Peace	\$0.00
Area D/Kaslo CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$0.00
Area D/Kaslo CIP	The British Columbia Society for the Prevention of Cruelty to Animals	Community Spay-Neuter Assistance Program	\$0.00
Area D/Kaslo CIP	The Canadian Red Cross Society	Keeping Up with the Demand for HELP Equipment as the Number of Loans in 2021 Increases 27% in One Year: The Highest Number of Loans in RDCK History	\$0.00
Area D/Kaslo CIP	West Kootenay Amateur Radio Club	Install 2 additional AGM deep-cycle batteries and a new repeater ID circuit at the Mount Lavina Fire Lookout repeater site.	\$750.00
Area D/Kaslo CIP	West Kootenay Community EcoSociety	Farms To Friends	\$0.00
Area D/Kaslo CIP Total			\$60,753.00

Area E CIP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$0.00
Area E CIP	Balfour & District Business & Historic Association	Kootenay Lake Ferry Advertising Televisions	\$500.00
Area E CIP	Balfour & District Business & Historic Association	Banner Installation	\$1,000.00
Area E CIP	Balfour Recreation Commission	Balfour Community Hall Acoustic Upgrade	\$2,000.00
Area E CIP	Bee Awareness Society	Bee Awareness Education Project	\$2,000.00
Area E CIP	Camp Koolaree Society	New Boat	\$2,500.00
Area E CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$815.00
Area E CIP	Crawford Bay & District Hall & Parks Association	Phase 3 of the Rejuvenation and Preservation of the Crawford Bay Community Hall	\$0.00
Area E CIP	Friends of Kootenay Lake Stewardship Society	2022 Osprey Monitoring Project	\$500.00
Area E CIP	Friends of Kootenay Lake Stewardship Society	Kootenay Lake Watershed Monitoring Program - Year 3	\$1,500.00
Area E CIP	Grizzly Bear Solutions	Area E Fruit Harvest Project	\$3,000.00
Area E CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$400.00
Area E CIP	Kalein Hospice Centre Society	Nav-CARE	\$2,000.00
Area E CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$2,500.00
Area E CIP	Kootenay Brain Injury Association	Community Partnership Project	\$1,500.00
Area E CIP	Kootenay Emergency Response Physicians Association	Expansion of Emergency Physician Services Capacity	\$4,345.00
Area E CIP	Kootenay International Burlesque Festival	Kootenay International Burlesque Festival	\$0.00
Area E CIP	Kootenay Lake Family Network	Parent and Child Time (PACT)	\$1,750.00
Area E CIP	Kootenay Lake Hospital Foundation	Breath of Spring campaign	\$1,000.00
Area E CIP	Kootenay Literary Society	Elephant Mountain Literary Festival	\$800.00
Area E CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$500.00
Area E CIP	Nelson & District Arts Council	ArtWalk 2022	\$1,500.00
Area E CIP	Nelson & District Arts Council	Rural Artist Support Weekend 2022	\$500.00
Area E CIP	Nelson & District Riding Club	Revitalization/Restoration of NDRC Stables	\$10,000.00
Area E CIP	Nelson Baseball Association	Lions Park Baseball Diamond Repair	\$400.00
Area E CIP	Nelson Civic Theatre Society	Kootenay Open Sky Film Festival	\$0.00
Area E CIP	Nelson Community Food Centre	Phase 3 - NCFC Kitchen Renovation	\$5,000.00

Area E CIP	Nelson Curling Club	Nelson Curling Club Equipment Upgrade	\$0.00
Area E CIP	Nelson Fine Art Centre Society	Exhibition & Residency Project 2022-2023	\$400.00
Area E CIP	Nelson History Theatre Society	Summer Youth Heritage Project	\$500.00
Area E CIP	Nelson Hoops Association	Lakeside Park Outdoor Basketball Courts	\$0.00
Area E CIP	Nelson Izu-shi Friendship Society	Volunteering in Cottonwood Falls Park	\$0.00
Area E CIP	Nelson Reflections Artistic Swim Club	Supporting youth in sports	\$1,000.00
Area E CIP	Nelson Search and Rescue Society	Nelson Search and Rescue Boathouse	\$3,000.00
Area E CIP	Nelson Tennis Club (NTC)	Tennis and Pickleball In-Court Sunshades	\$0.00
Area E CIP	Polka Dot Dragon Arts Society	Polka Dot Dragon Lantern Festival	\$0.00
Area E CIP	Procter Community Society	Improvements to Procter Hall Exterior	\$1,050.00
Area E CIP	Salmo Ski Club	Ski Hill Infrastructure Upgrades	\$0.00
Area E CIP	Selkirk College Foundation	Livestreaming Equipment for the Mir Centre for Peace	\$0.00
Area E CIP	Slocan Valley Heritage Trail Society	Rail Trail Brush Management Project	\$750.00
Area E CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$0.00
Area E CIP	Taghum Community Society	Taghum Hall Child & Youth Programming 2022	\$2,000.00
Area E CIP	The British Columbia Society for the Prevention of Cruelty to Animals	Community Spay-Neuter Assistance Program	\$400.00
Area E CIP	The Canadian Red Cross Society	Keeping Up with the Demand for HELP Equipment as the Number of Loans in 2021 Increases 27% in One Year: The Highest Number of Loans in RDCK History	\$360.00
Area E CIP	The Corporation of The City of Nelson	Sensory Hang Zone	\$0.00
Area E CIP	West Kootenay Amateur Radio Club	Slocan Ridge Radio Repeater Site - Complete site building construction, Replace Faulty repeaters, Install UHF Yagi antenna	\$1,000.00
Area E CIP	West Kootenay Amateur Radio Club	Install 2 additional AGM deep-cycle batteries and a new repeater ID circuit at the Mount Lavina Fire Lookout repeater site.	\$0.00
Area E CIP	West Kootenay Amateur Radio Club	Crawford Bay Repeater Site Work - Retune Repeater frequencies to use a positive offset	\$0.00
Area E CIP	West Kootenay Community EcoSociety	Farms To Friends	\$1,500.00
Area E CIP	West Kootenay Community EcoSociety	Supporting community engagement with	\$500.00

		marginalized community members	
Area E CIP	West Kootenay Women's Association	Garden Project	\$300.00
Area E CIP Total			\$58,770.00
Area F CIP	Camp Koolaree Society	New Boat	\$5,000.00
Area F CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$800.00
Area F CIP	Crawford Bay & District Hall & Parks Association	Phase 3 of the Rejuvenation and Preservation of the Crawford Bay Community Hall	\$1,000.00
Area F CIP	East Shore Trail and Bike Association	Battery Powered Chainsaws and Trail Building Tools	\$750.00
Area F CIP	Friends of Kootenay Lake Stewardship Society	Shore-Spawning Kokanee Habitat Restoration & Research Project Year 3	\$4,000.00
Area F CIP	Friends of Kootenay Lake Stewardship Society	Kootenay Lake Watershed Monitoring Program - Year 3	\$2,500.00
Area F CIP	Health Arts Society	Health Arts Society Concerts in Care	\$800.00
Area F CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$500.00
Area F CIP	Kalein Hospice Centre Society	Nav-CARE	\$2,000.00
Area F CIP	Kootenay Animal Assistance Program Society (KAAP)	Spay-neuter and medical (veterinary) assistance for low income families and homeless animals	\$1,500.00
Area F CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$3,000.00
Area F CIP	Kootenay Emergency Response Physicians Association	Expansion of Emergency Physician Services Capacity	\$4,345.00
Area F CIP	Kootenay International Burlesque Festival	Kootenay International Burlesque Festival	\$0.00
Area F CIP	Kootenay Lake Family Network	Parent and Child Time (PACT)	\$1,250.00
Area F CIP	Kootenay Lake Hospital Foundation	Breath of Spring campaign	\$2,500.00
Area F CIP	Kootenay Literary Society	Elephant Mountain Literary Festival	\$1,000.00
Area F CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$500.00
Area F CIP	Nelson & District Arts Council	ArtWalk 2022	\$1,500.00
Area F CIP	Nelson & District Arts Council	Rural Artist Support Weekend 2022	\$1,000.00
Area F CIP	Nelson Baseball Association	Lions Park Baseball Diamond Repair	\$1,000.00
Area F CIP	Nelson Civic Theatre Society	Kootenay Open Sky Film Festival	\$1,000.00
Area F CIP	Nelson Community Food Centre	Phase 3 - NCFC Kitchen Renovation	\$1,000.00

Area F CIP	Nelson Curling Club	Nelson Curling Club Equipment Upgrade	\$500.00
Area F CIP	Nelson Fine Art Centre Society	Exhibition & Residency Project 2022-2023	\$150.00
Area F CIP	Nelson History Theatre Society	Summer Youth Heritage Project	\$1,500.00
Area F CIP	Nelson Hoops Association	Lakeside Park Outdoor Basketball Courts	\$2,500.00
Area F CIP	Nelson Izu-shi Friendship Society	Volunteering in Cottonwood Falls Park	\$500.00
Area F CIP	Nelson Reflections Artistic Swim Club	Supporting youth in sports	\$500.00
Area F CIP	Nelson Search and Rescue Society	Nelson Search and Rescue Boathouse	\$3,000.00
Area F CIP	Nelson Tennis Club (NTC)	Tennis and Pickleball In-Court Sunshades	\$1,000.00
Area F CIP	Polka Dot Dragon Arts Society	Polka Dot Dragon Lantern Festival	\$500.00
Area F CIP	Salmo Ski Club	Ski Hill Infrastructure Upgrades	\$2,000.00
Area F CIP	Slocan Valley Heritage Trail Society	Rail Trail Brush Management Project	\$750.00
Area F CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$1,500.00
Area F CIP	Taghum Community Society	Taghum Hall Child & Youth Programming 2022	\$2,550.00
Area F CIP	The British Columbia Society for the Prevention of Cruelty to Animals	Community Spay-Neuter Assistance Program	\$400.00
Area F CIP	The Corporation of The City of Nelson	Sensory Hang Zone	\$0.00
Area F CIP	West Kootenay Amateur Radio Club	Slocan Ridge Radio Repeater Site - Complete site building construction, Replace Faulty repeaters, Install UHF Yagi antenna	\$2,000.00
Area F CIP	West Kootenay Amateur Radio Club	Install 2 additional AGM deep-cycle batteries and a new repeater ID circuit at the Mount Lavina Fire Lookout repeater site.	\$400.00
Area F CIP	West Kootenay Community EcoSociety	Farms To Friends	\$1,500.00
Area F CIP	West Kootenay Community EcoSociety	Supporting community engagement with marginalized community members	\$0.00
Area F CIP	West Kootenay Women's Association	Garden Project	\$1,000.00
Area F CIP Total			\$59,195.00
Area G/Salmo CIP	Bee Awareness Society	Bee Awareness Education Project	\$1,220.44
Area G/Salmo CIP	Camp Koolaree Society	New Boat	\$751.04
Area G/Salmo CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$140.82
Area G/Salmo CIP	Columbia Basin Alliance for Literacy	Salmo Kid's Summer Program	\$840.00
Area G/Salmo CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$751.04

Area G/Salmo CIP	Kalein Hospice Centre Society	Nav-CARE	\$375.52
Area G/Salmo CIP	Kootenay Animal Assistance Program Society (KAAP)	Spay-neuter and medical (veterinary) assistance for low income families and homeless animals	\$1,267.38
Area G/Salmo CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$234.70
Area G/Salmo CIP	Kootenay Brain Injury Association	Community Partnership Project	\$563.28
Area G/Salmo CIP	Kootenay Emergency Response Physicians Association	Expansion of Emergency Physician Services Capacity	\$891.86
Area G/Salmo CIP	Kootenay International Burlesque Festival	Kootenay International Burlesque Festival	\$469.40
Area G/Salmo CIP	Kootenay Lake Hospital Foundation	Breath of Spring campaign	\$0.00
Area G/Salmo CIP	kootenay planeteeers recycling society	Tobacco Waste Litter Education and Wildfire Prevention campaign	\$996.98
Area G/Salmo CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$93.88
Area G/Salmo CIP	Ladies Auxiliary to the Royal Canadian Legion Branch #217	Upgrade of kitchen storage room	\$1,278.60
Area G/Salmo CIP	Nelson Community Food Centre	Phase 3 - NCFC Kitchen Renovation	\$93.88
Area G/Salmo CIP	Nelson Curling Club	Nelson Curling Club Equipment Upgrade	\$187.76
Area G/Salmo CIP	Nelson Fine Art Centre Society	Exhibition & Residency Project 2022-2023	\$150.00
Area G/Salmo CIP	Nelson Hoops Association	Lakeside Park Outdoor Basketball Courts	\$0.00
Area G/Salmo CIP	Salmo And Area Supportive Housing	Paving Parking Lot	\$2,217.40
Area G/Salmo CIP	Salmo and District Healthcare Auxiliary Society	Thrift Store enhancements	\$1,025.00
Area G/Salmo CIP	Salmo Child Care Society	Yard Equipment Upgrade	\$4,095.00
Area G/Salmo CIP	Salmo Community Resource Society - Salmo, BC	Off-site Food Security Storage Unit	\$1,090.84
Area G/Salmo CIP	Salmo Community Resource Society - Salmo, BC	Early Years Strategic Council - promoting, supporting, acknowledging, addressing needs of young families	\$1,325.54
Area G/Salmo CIP	Salmo Community Resource Society - Salmo, BC	Family Interactive On-Site Craft Activities	\$1,654.12
Area G/Salmo CIP	Salmo District Golf Club	Course Improvements	\$4,900.00
Area G/Salmo CIP	Salmo Lions Club	Springboard Park Botanical Identification Marker and Resting Spots Project	\$3,719.48
Area G/Salmo CIP	Salmo Public Library Association	Phyllis Tatum Community Reading Garden - power, lights & shade	\$3,000.00
Area G/Salmo CIP	Salmo Senior Citizens Society	Defibrillator purchase and upgrade washrooms with safety bars	\$1,043.90
Area G/Salmo CIP	Salmo Skateboard Coalition	Salmo indoor skate bowl facility admission subsidy	\$2,000.00

Area G/Salmo CIP	Salmo Ski Club	Ski Hill Infrastructure Upgrades	\$7,568.56
Area G/Salmo CIP	Salmo Ski Team Society	Salmo Ski Team Program Development	\$1,701.06
Area G/Salmo CIP	Salmo Valley Swimming Pool Society	Salmo Pool - Pool Cover Replacement and Signage	\$3,062.32
Area G/Salmo CIP	Salmo Valley Trail society	2022 Salmo Valley Trail Expansion	\$4,066.00
Area G/Salmo CIP	Salmo Valley Youth & Community Centre Society	Salmo Snowboard Club	\$2,029.64
Area G/Salmo CIP	Salmo Valley Youth & Community Centre Society	Bathroom upgrades	\$2,452.10
Area G/Salmo CIP	Selkirk College Foundation	Livestreaming Equipment for the Mir Centre for Peace	\$0.00
Area G/Salmo CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$46.94
Area G/Salmo CIP	The British Columbia Society for the Prevention of Cruelty to Animals	Community Spay-Neuter Assistance Program	\$375.52
Area G/Salmo CIP	The Royal Canadian Legion #217 Salmo & District	Furnace Upgrades	\$4,001.66
Area G/Salmo CIP	West Kootenay BMX	Facility maintenance and improvement	\$2,029.64
Area G/Salmo CIP	West Kootenay Community EcoSociety	Farms To Friends	\$1,000.00
Area G/Salmo CIP	West Kootenay Community EcoSociety	Supporting community engagement with marginalized community members	\$234.70
Area G/Salmo CIP	Ymir Community Association	Outdoor Recreational Storage Upgrades	\$4,999.00
Area G/Salmo CIP Total			\$69,945.00
Area H CIP	Appledale Daycare Society	Re-painting outside stairs, buying and installing a new toilet	\$1,000.00
Area H CIP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$500.00
Area H CIP	Bee Awareness Society	Bee Awareness Education Project	\$1,500.00
Area H CIP	Camp Koolaree Society	New Boat	\$0.00
Area H CIP	Castlegar & District Hospital Foundation	Fundraising for Light Up the Castlegar & Community Health Centre and/or Talarico Place 2022	\$100.00
Area H CIP	Central Kootenay Invasive Species Society	Community Pulling Together	\$300.00
Area H CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$200.00
Area H CIP	Corporation of the Village of New Denver	Centennial Park Bottle Fill Station	\$300.00
Area H CIP	Crescent Valley Community Hall Society	Replacement of wheelchair and handicap access ramp.	\$4,500.00
Area H CIP	Goat Mountain Kids Society	Goat Mountain Shade and Play	\$400.00

Area H CIP	Health Arts Society	Health Arts Society Concerts in Care	\$400.00
Area H CIP	Healthy Community Society of the North Slokan Valley	Share, Teach and Grow	\$350.00
Area H CIP	Healthy Community Society of the North Slokan Valley	The North Slokan Food Program - Meals In Our Community	\$800.00
Area H CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$400.00
Area H CIP	Kalein Hospice Centre Society	Nav-CARE	\$200.00
Area H CIP	Kootenay Animal Assistance Program Society (KAAP)	Spay-neuter and medical (veterinary) assistance for low income families and homeless animals	\$800.00
Area H CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$400.00
Area H CIP	Kootenay Lake Hospital Foundation	Breath of Spring campaign	\$500.00
Area H CIP	Kootenay Literary Society	Elephant Mountain Literary Festival	\$250.00
Area H CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$0.00
Area H CIP	Krestova Doukhobor Community Society	Krestova Community Ice Rink	\$3,300.00
Area H CIP	Lucerne Elementary Secondary School	Lucerne Boldering Wall	\$1,000.00
Area H CIP	Nelson Baseball Association	Lions Park Baseball Diamond Repair	\$0.00
Area H CIP	Nelson Community Food Centre	Phase 3 - NCFC Kitchen Renovation	\$200.00
Area H CIP	Nelson Curling Club	Nelson Curling Club Equipment Upgrade	\$0.00
Area H CIP	Nelson Fine Art Centre Society	Exhibition & Residency Project 2022-2023	\$100.00
Area H CIP	Nelson Hoops Association	Lakeside Park Outdoor Basketball Courts	\$100.00
Area H CIP	Nelson Reflections Artistic Swim Club	Supporting youth in sports	\$0.00
Area H CIP	New Denver and Area Housing Society	Construction of 10 Affordable Rental Housing Units	\$500.00
Area H CIP	New Denver and Area Youth Centre Society	New Denver and Area Youth Network - Administrative Coordination	\$600.00
Area H CIP	Passmore Public Hall Association	Passmore Hall Outdoor Space Project	\$2,500.00
Area H CIP	Passmore Public Hall Association	New Flooring Project	\$5,000.00
Area H CIP	Salmo Ski Club	Ski Hill Infrastructure Upgrades	\$0.00
Area H CIP	Selkirk College Foundation	Livestreaming Equipment for the Mir Centre for Peace	\$350.00
Area H CIP	Silverton Community Club	Canada Day July 1, 2022	\$1,500.00
Area H CIP	Slocan and District Technical Rescue Society	To offer Road Rescue Rope Operations training,	\$1,900.00

		Flat water rescue training and buy equipment.	
Area H CIP	Slocan Community Library	Library Collection Development andromo/advertising	\$1,500.00
Area H CIP	Slocan Fitness Centre	Slocan Fitness Centre Upgrades	\$1,500.00
Area H CIP	Slocan Lake Golf Club	Slocan Lake Golf Course Upgrades 2022	\$1,300.00
Area H CIP	Slocan Park Community Hall	Garden Project	\$1,200.00
Area H CIP	Slocan Park Community Hall Society	Ice Rink Liner Project	\$750.00
Area H CIP	Slocan Park Community Hall Society	Ball Field Equipment Project	\$750.00
Area H CIP	Slocan Solutions Society	Reading Centre Update	\$275.00
Area H CIP	Slocan Solutions Society	Spark in the Dark Lantern Festival	\$1,400.00
Area H CIP	Slocan Solutions Society	Slocan Saturday Market	\$1,800.00
Area H CIP	Slocan Valley Heritage Trail Society	Rail Trail Brush Management Project	\$4,000.00
Area H CIP	Slocan Valley Housing Society	Passmore Lodge Seniors Outreach Programs	\$4,440.00
Area H CIP	Slocan Valley Outriders Association	SVOA Equestrian Facility, Perimeter Fencing for Safety and Emergencies	\$1,700.00
Area H CIP	Slocan Valley Threads Guild	Preserving Storage Shed	\$2,800.00
Area H CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$200.00
Area H CIP	The British Columbia Society for the Prevention of Cruelty to Animals	Community Spay-Neuter Assistance Program	\$500.00
Area H CIP	The Canadian Red Cross Society	Keeping Up with the Demand for HELP Equipment as the Number of Loans in 2021 Increases 27% in One Year: The Highest Number of Loans in RDCK History	\$360.00
Area H CIP	The North Valley Mountain Film Festival Committee	The North Valley Mountain Film Festival	\$559.00
Area H CIP	The Rossland Gold Fever Follies	"What's In A Name?" - Show, "Shut-Ins" Special, & Mentorship Program	\$0.00
Area H CIP	Valhalla Fine Arts Society	Arts Programming for Children and Youth	\$750.00
Area H CIP	Valley View Golf Course	Valley View Golf Course Energy Efficiency Improvements	\$6,140.00
Area H CIP	W.E. Graham Community Service Society	SV Early Years Coordination & Communication	\$2,000.00
Area H CIP	W.E. Graham Community Service Society	Sustainability Building Upgrades	\$1,500.00
Area H CIP	W.E. Graham Community Service Society	Learning Centre Programming and Technology Support, Maintenance and Upgrades	\$1,500.00

Area H CIP	W.E.Graham Community Services Society	Mobile Kids Filmmaking and Animation Studio	\$1,000.00
Area H CIP	West Kootenay Amateur Radio Club	Slocan Ridge Radio Repeater Site - Complete site building construction, Replace Faulty repeaters, Install UHF Yagi antenna	\$200.00
Area H CIP	West Kootenay Community EcoSociety	Farms To Friends	\$125.00
Area H CIP	West Kootenay Kennel Club	West Kootenay Kennel Club Dog Show 2022	\$0.00
Area H CIP	West Kootenay Women's Association	Garden Project	\$0.00
Area H CIP Total			\$68,199.00
Area I CIP	Air Cadet League of Canada 581 Squadron	Fix the Cadet Hall	\$0.00
Area I CIP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$250.00
Area I CIP	BCSPCA	Spay/Neuter Assistance Program	\$500.00
Area I CIP	Blueberry Creek Community School Council	TGIF Friday Night Youth Program.	\$150.00
Area I CIP	Blueberry Creek Community School Council	Energy Retrofits For Blueberry Creek Community School Hub	\$250.00
Area I CIP	Camp Koolaree Society	New Boat	\$250.00
Area I CIP	Castlegar & District Hospital Foundation	Fundraising for Light Up the Castlegar & Community Health Centre and/or Talarico Place 2022	\$1,375.00
Area I CIP	Castlegar Sculpturewalk Society	Castlegar Sculpturewalk 2022	\$1,000.00
Area I CIP	Castlegar Snowmobile Association	Plow Truck Sander	\$1,000.00
Area I CIP	Central Kootenay Invasive Species Society	Community Pulling Together	\$250.00
Area I CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$250.00
Area I CIP	Health Arts Society	Health Arts Society Concerts in Care	\$500.00
Area I CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$750.00
Area I CIP	Kootenay Animal Assistance Program Society (KAAP)	Spay-neuter and medical (veterinary) assistance for low income families and homeless animals	\$1,500.00
Area I CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$1,000.00
Area I CIP	Kootenay Brain Injury Association	Community Partnership Project	\$1,500.00
Area I CIP	Kootenay Columbia Learning Centre (KCLC) Castlegar	KCLC Eats Local	\$250.00
Area I CIP	Kootenay Emergency Response Physicians Association	Expansion of Emergency Physician Services Capacity	\$1,750.00

Area I CIP	Kootenay Lake Hospital Foundation	Breath of Spring campaign	\$500.00
Area I CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$250.00
Area I CIP	Nelson Baseball Association	Lions Park Baseball Diamond Repair	\$100.00
Area I CIP	Nelson Community Food Centre	Phase 3 - NCFC Kitchen Renovation	\$500.00
Area I CIP	Nelson Fine Art Centre Society	Exhibition & Residency Project 2022-2023	\$100.00
Area I CIP	Nelson Hoops Association	Lakeside Park Outdoor Basketball Courts	\$250.00
Area I CIP	Nelson Reflections Artistic Swim Club	Supporting youth in sports	\$200.00
Area I CIP	Pass Creek Neighbourhood Association	Pass Creek Community Activities 2022-2023	\$6,000.00
Area I CIP	Salmo Ski Club	Ski Hill Infrastructure Upgrades	\$0.00
Area I CIP	Shoreacres Neighbourhood Community Association	SaNCA Digital Capacity Project	\$6,000.00
Area I CIP	Slocan Valley Heritage Trail Society	Rail Trail Brush Management Project	\$500.00
Area I CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$1,000.00
Area I CIP	Tarrys and District Community Hall Society	Radon mitigation	\$6,000.00
Area I CIP	The Rossland Gold Fever Follies	"What's In A Name?" - Show, "Shut-Ins" Special, & Mentorship Program	\$500.00
Area I CIP	Union of Spiritual Communities of Christ	Verigin Memorial Park Tour Guides / groundskeepers (two summer students)	\$3,000.00
Area I CIP	West Kootenay Amateur Radio Club	Slocan Ridge Radio Repeater Site - Complete site building construction, Replace Faulty repeaters, Install UHF Yagi antenna	\$500.00
Area I CIP	West Kootenay Community EcoSociety	Farms To Friends	\$500.00
Area I CIP	West Kootenay Kennel Club	West Kootenay Kennel Club Dog Show 2022	\$250.00
Area I CIP	West Kootenay Minor Lacrosse Association	Supply gear for new players and goalies	\$250.00
Area I CIP Total			\$38,925.00
Area J AAP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$1,000.00
Area J AAP	Castlegar Sculpturewalk Society	Castlegar Sculpturewalk 2022	\$8,000.00
Area J AAP	Castlegar Snowmobile Association	Plow Truck Sander	\$1,606.00
Area J AAP	Health Arts Society	Health Arts Society Concerts in Care	\$1,000.00
Area J AAP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$3,000.00
Area J AAP	Kootenay Columbia Learning Centre (KCLC) Castlegar	KCLC Eats Local	\$400.00

Area J AAP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$500.00
Area J AAP	Renata Development Society	Renata cemetery protection	\$4,000.00
Area J AAP	Robson Fire And Rescue Society	Robson Rescue Drone Project	\$11,500.00
Area J AAP	Robson Recreation Society	Construction of a multi purpose sports court	\$50,000.00
Area J AAP Total			\$81,006.00
Area J CIP	Air Cadet League of Canada 581 Squadron	Fix the Cadet Hall	\$5,000.00
Area J CIP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$500.00
Area J CIP	BC Association of Community Response Networks (BCCRN)	IRIS: Increasing Recreation Involving Seniors	\$1,000.00
Area J CIP	BCSPCA	Spay/Neuter Assistance Program	\$500.00
Area J CIP	Blueberry Creek Community School Council	TGIF Friday Night Youth Program.	\$600.00
Area J CIP	Blueberry Creek Community School Council	Energy Retrofits For Blueberry Creek Community School Hub	\$1,000.00
Area J CIP	Camp Koolaree Society	New Boat	\$1,000.00
Area J CIP	Castlegar & District Hospital Foundation	Fundraising for Light Up the Castlegar & Community Health Centre and/or Talarico Place 2022	\$1,000.00
Area J CIP	Castlegar Sculpturewalk Society	Castlegar Sculpturewalk 2022	\$0.00
Area J CIP	Castlegar Snowmobile Association	Plow Truck Sander	\$0.00
Area J CIP	Central Kootenay Invasive Species Society	Community Pulling Together	\$0.00
Area J CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$815.00
Area J CIP	Health Arts Society	Health Arts Society Concerts in Care	\$750.00
Area J CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$850.00
Area J CIP	Kootenay Animal Assistance Program Society (KAAP)	Spay-neuter and medical (veterinary) assistance for low income families and homeless animals	\$2,500.00
Area J CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$1,500.00
Area J CIP	Kootenay Brain Injury Association	Community Partnership Project	\$938.00
Area J CIP	Kootenay Columbia Learning Centre (KCLC) Castlegar	KCLC Eats Local	\$400.00
Area J CIP	Kootenay Emergency Response Physicians Association	Expansion of Emergency Physician Services Capacity	\$2,500.00

Area J CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$500.00
Area J CIP	Nelson Hoops Association	Lakeside Park Outdoor Basketball Courts	\$0.00
Area J CIP	RDCK - Ootischenia Fire Department	Fire Department Training Prop C Can Container	\$12,750.00
Area J CIP	Royal Canadian Legion Castlegar/Robson Branch 170	Kitchen and Lounge Renovation	\$6,000.00
Area J CIP	Salmo Ski Club	Ski Hill Infrastructure Upgrades	\$0.00
Area J CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$0.00
Area J CIP	Union of Spiritual Communities of Christ	Verigin Memorial Park Tour Guides / groundskeepers (two summer students)	\$3,000.00
Area J CIP	West Kootenay Kennel Club	West Kootenay Kennel Club Dog Show 2022	\$500.00
Area J CIP	West Kootenay Minor Lacrosse Association	Supply gear for new players and goalies	
Area J CIP Total			\$43,603.00
Area K Arrow Park CIP/AAP	Arrow and Slocan Lakes Community Services	Nakusp and Area Food Bank and Breakfast Program	\$1,000.00
Area K Arrow Park CIP/AAP	Arrow and Slocan Lakes Community Services	Medical Bus Health Connection	\$0.00
Area K Arrow Park CIP/AAP	Arrow Lakes Caribou Society	Central Selkirk Caribou Maternity Pen Project	\$100.00
Area K Arrow Park CIP/AAP	Central Kootenay Invasive Species Society	EcoGarden Project	\$50.00
Area K Arrow Park CIP/AAP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$0.00
Area K Arrow Park CIP/AAP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$0.00
Area K Arrow Park CIP/AAP	Nakusp Centennial Golf Club	New Clubhouse Heat pump/Air Conditioner and New Tables and Chairs for Clubhouse	\$0.00
Area K Arrow Park CIP/AAP	Protecting Animal Life Society (P.A.L.S.)	P.A.L.S. Animal Rescue Program	\$100.00
Area K Arrow Park CIP/AAP Total			\$1,250.00
Area K Burton CIP/AAP	Arrow and Slocan Lakes Community Services	Nakusp and Area Food Bank and Breakfast Program	\$1,000.00
Area K Burton CIP/AAP	Arrow and Slocan Lakes Community Services	Medical Bus Health Connection	\$1,000.00
Area K Burton CIP/AAP	Arrow Lakes Caribou Society	Central Selkirk Caribou Maternity Pen Project	\$750.00
Area K Burton CIP/AAP	Burton Community Association	Restoring the Burton Historical Cemeteries	\$5,000.00
Area K Burton CIP/AAP	Burton Volunteer Fire Dept.	Equipment Purchase	\$6,000.00
Area K Burton CIP/AAP	Burton Volunteer Fire Dept.	Fire Truck tire purchase	\$5,311.68

Area K Burton CIP/AAP	Central Kootenay Invasive Species Society	EcoGarden Project	\$50.00
Area K Burton CIP/AAP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$0.00
Area K Burton CIP/AAP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$0.00
Area K Burton CIP/AAP	Nakusp Centennial Golf Club	New Clubhouse Heat pump/Air Conditioner and New Tables and Chairs for Clubhouse	\$0.00
Area K Burton CIP/AAP	Protecting Animal Life Society (P.A.L.S.)	P.A.L.S. Animal Rescue Program	\$500.00
Area K Burton CIP/AAP Total			\$19,611.68
Area K Edgewood CIP/AAP	Arrow and Slokan Lakes Community Services	Nakusp and Area Food Bank and Breakfast Program	\$500.00
Area K Edgewood CIP/AAP	Arrow and Slokan Lakes Community Services	Medical Bus Health Connection	\$972.00
Area K Edgewood CIP/AAP	Arrow Lakes Caribou Society	Central Selkirk Caribou Maternity Pen Project	\$750.00
Area K Edgewood CIP/AAP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$0.00
Area K Edgewood CIP/AAP	Central Kootenay Invasive Species Society	EcoGarden Project	\$50.00
Area K Edgewood CIP/AAP	Edgewood Community Club	Edgewood Cell tower upgrade - purchase of batteries	\$2,400.00
Area K Edgewood CIP/AAP	Edgewood Community Club	Edgewood Community Park Gazebo	\$5,000.00
Area K Edgewood CIP/AAP	Edgewood Community Club	Generator upgrade for Edgewood cell tower	\$6,500.00
Area K Edgewood CIP/AAP	Edgewood Volunteer Fire Department Society	PPE (turnout gear) upgrade	\$7,200.00
Area K Edgewood CIP/AAP	Edgewood Volunteer Fire Department Society	communication up grades	\$6,814.00
Area K Edgewood CIP/AAP	Inonoaklin Recreation Commission	Barnes creek pony camp	\$1,500.00
Area K Edgewood CIP/AAP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$0.00
Area K Edgewood CIP/AAP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$0.00
Area K Edgewood CIP/AAP	Protecting Animal Life Society (P.A.L.S.)	P.A.L.S. Animal Rescue Program	\$2,000.00
Area K Edgewood CIP/AAP	Royal Canadian Legion Branch #203	Market and Community Use Seating	\$0.00
Area K Edgewood CIP/AAP Total			\$33,686.00
Area K Fauquier CIP/AAP	Arrow and Slokan Lakes Community Services	Nakusp and Area Food Bank and Breakfast Program	\$1,000.00
Area K Fauquier CIP/AAP	Arrow and Slokan Lakes Community Services	Medical Bus Health Connection	\$1,000.00

Area K Fauquier CIP/AAP	Arrow Lakes Caribou Society	Central Selkirk Caribou Maternity Pen Project	\$750.00
Area K Fauquier CIP/AAP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$0.00
Area K Fauquier CIP/AAP	Central Kootenay Invasive Species Society	EcoGarden Project	\$50.00
Area K Fauquier CIP/AAP	FAUQUIER COMMUNICATION CENTRE SOCIETY	Roof Leak Repair	\$500.00
Area K Fauquier CIP/AAP	Fauquier Community Club	Town Sign	\$7,500.00
Area K Fauquier CIP/AAP	Fauquier Community Club	Fauquier Pavilion Games	\$1,000.00
Area K Fauquier CIP/AAP	Fauquier Community Club	Retaining Wall Restoration	\$1,500.00
Area K Fauquier CIP/AAP	Fauquier Community Club	Portable Advertising Sign	\$1,903.94
Area K Fauquier CIP/AAP	Fauquier Community Club	Kitchen Supplies	\$1,950.00
Area K Fauquier CIP/AAP	Fauquier Community Club	Children's Gardening and Craft Events	\$640.00
Area K Fauquier CIP/AAP	Fauquier Community Club	Outdoor Solar Flood Lights for Town Sign	\$179.03
Area K Fauquier CIP/AAP	Fauquier Community Club Society	Pop up tents	\$700.00
Area K Fauquier CIP/AAP	Fauquier Volunteer Fire Brigade	Fire turn out gear	\$4,999.99
Area K Fauquier CIP/AAP	Kaslo Search and Rescue	KSAR Backcountry Response Upgrading Program	\$0.00
Area K Fauquier CIP/AAP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$0.00
Area K Fauquier CIP/AAP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$0.00
Area K Fauquier CIP/AAP	Protecting Animal Life Society (P.A.L.S.)	P.A.L.S. Animal Rescue Program	\$1,500.00
Area K Fauquier CIP/AAP Total			\$25,172.96
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Arrow and Slokan Lakes Community Services	Nakusp and Area Food Bank and Breakfast Program	\$26,190.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Arrow and Slokan Lakes Community Services	Medical Bus Health Connection	\$0.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Arrow Lakes Caribou Society	Central Selkirk Caribou Maternity Pen Project	\$2,000.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Arrow Lakes Cross Country Ski Club	ALCCSC 2022 Cross Country Ski Improvements	\$10,000.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$0.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Arrow Lakes Environment Stewardship Society	Box Mountain Water Monitoring	\$0.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Arrow Lakes Fine Arts Guild Society	Replace all single pane Windows and main entrance door for ALFA	\$20,000.00

		Guild Gallery, install heat pumps	
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Arrowtarian Senior Citizens Society	Arrowtarian Rotary Villa Safety Lighting	\$0.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Bayview Residents Association	Bayview AED (Automatic External Defibrillator) Project	\$2,500.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Camp Koolaree Society	New Boat	\$0.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Central Kootenay Invasive Species Society	Community Pulling Together	\$0.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Central Kootenay Invasive Species Society	EcoGarden Project	\$0.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Kalein Hospice Centre Society	Nav-CARE	\$2,000.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Kaslo Search and Rescue	KSAR Backcountry Response Upgrading Program	\$1,500.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$0.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$0.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Nakusp and Area Bike Society	Nakusp Pump Track & Skills Park Expansion	\$0.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Nakusp and Area Community Trails Society	Repair of lightning strike damage and upgrade of lightning protection to the Saddle Mountain Fire Lookout building.	\$8,600.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Nakusp and Area Development Board	Developing Signage and Wayfinding Plan for Nakusp	\$15,000.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Nakusp Centennial Golf Club	New Clubhouse Heat pump/Air Conditioner and New Tables and Chairs for Clubhouse	\$10,000.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Nakusp Volunteer Fire Brigade	Road Rescue and Interface Fire Turnout Gear	\$15,000.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	North Slokan Trails Society	Butter MTB Climbing and Adaptive Trail Phase 2	\$0.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Protecting Animal Life Society (P.A.L.S.)	P.A.L.S. Animal Rescue Program	\$10,000.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Recreation Nakusp Society	Jackie James Park Restoration	\$20,000.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Rosebery-Bonanza-Summit Trail Alliance Society	Rosebery Bonanza Summit Rail Trail Improvements	\$0.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Rotary Club of Nakusp Society	Nakusp Natural Adventure Park - Construction of phase 2	\$0.00

Area Nakusp/Bayview/Rural Nakusp CIP/AAP	Royal Canadian Legion Branch #20 Nakusp	Building upgrades	\$25,000.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP	VILLAGE OF NAKUSP	Nakusp Breakwater Replacement Project	\$25,000.00
Area Nakusp/Bayview/Rural Nakusp CIP/AAP Total			\$192,790.00
Castlegar CIP	Air Cadet League of Canada 581 Squadron	Fix the Cadet Hall	\$15,110.62
Castlegar CIP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$0.00
Castlegar CIP	BC Association of Community Response Networks (BCCRN)	IRIS: Increasing Recreation Involving Seniors	\$11,255.34
Castlegar CIP	BCSPCA	Spay/Neuter Assistance Program	\$2,357.62
Castlegar CIP	Blueberry Creek Community School Council	TGIF Friday Night Youth Program.	\$1,014.29
Castlegar CIP	Blueberry Creek Community School Council	Energy Retrofits For Blueberry Creek Community School Hub	\$4,626.77
Castlegar CIP	Camp Koolaree Society	New Boat	\$0.00
Castlegar CIP	Castlegar & District Hospital Foundation	Fundraising for Light Up the Castlegar & Community Health Centre and/or Talarico Place 2022	\$3,112.48
Castlegar CIP	Castlegar Girls Softball Association	CGSA Equipment Replacement and Spring Clinic	\$3,826.77
Castlegar CIP	Castlegar Sculpturewalk Society	Castlegar Sculpturewalk 2022	\$19,482.62
Castlegar CIP	Castlegar Snowmobile Association	Plow Truck Sander	\$1,642.86
Castlegar CIP	Central Kootenay Invasive Species Society	Community Pulling Together	\$328.57
Castlegar CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$607.43
Castlegar CIP	Health Arts Society	Health Arts Society Concerts in Care	\$1,642.86
Castlegar CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$557.14
Castlegar CIP	Kootenay Animal Assistance Program Society (KAAP)	Spay-neuter and medical (veterinary) assistance for low income families and homeless animals	\$3,322.48
Castlegar CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$3,541.05
Castlegar CIP	Kootenay Brain Injury Association	Community Partnership Project	\$3,543.14
Castlegar CIP	Kootenay Columbia Learning Centre (KCLC) Castlegar	KCLC Eats Local	\$1,000.00
Castlegar CIP	Kootenay Emergency Response Physicians Association	Expansion of Emergency Physician Services Capacity	\$2,933.57

Castlegar CIP	Kootenay Gallery of Art, History and Science Society	Kootenay Gallery EcoGarden Demonstration Garden. Phase 1	\$6,028.57
Castlegar CIP	Kootenay Gallery of Art, History and Science Society	Kootenay Gallery Relocation Administrative Support	\$6,049.34
Castlegar CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$2,357.14
Castlegar CIP	Nelson Hoops Association	Lakeside Park Outdoor Basketball Courts	\$0.00
Castlegar CIP	Royal Canadian Legion Castlegar/Robson Branch 170	Kitchen and Lounge Renovation	\$9,832.29
Castlegar CIP	Salmo Ski Club	Ski Hill Infrastructure Upgrades	\$0.00
Castlegar CIP	Selkirk College Foundation	Livestreaming Equipment for the Mir Centre for Peace	\$1,442.43
Castlegar CIP	Slocan Valley Heritage Trail Society	Rail Trail Brush Management Project	\$271.43
Castlegar CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$0.00
Castlegar CIP	The Canadian Red Cross Society	Keeping Up with the Demand for HELP Equipment as the Number of Loans in 2021 Increases 27% in One Year: The Highest Number of Loans in RDCK History	\$3,796.48
Castlegar CIP	The Rossland Gold Fever Follies	"What's In A Name?" - Show, "Shut-Ins" Special, & Mentorship Program	\$785.71
Castlegar CIP	Union of Spiritual Communities of Christ	Verigin Memorial Park Tour Guides / groundskeepers (two summer students)	\$1,785.71
Castlegar CIP	West Kootenay Community EcoSociety	Farms To Friends	\$1,428.57
Castlegar CIP	West Kootenay Community EcoSociety	Supporting community engagement with marginalized community members	\$1,142.86
Castlegar CIP	West Kootenay Kennel Club	West Kootenay Kennel Club Dog Show 2022	\$857.14
Castlegar CIP	West Kootenay Minor Lacrosse Association	Supply gear for new players and goalies	\$1,400.00
Castlegar CIP Total			\$117,083.28
Creston CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$759.58
Creston CIP	Community of Creston Arts Council	Creston's Best Singer	\$579.29
Creston CIP	Crawford Bay & District Hall & Parks Association	Phase 3 of the Rejuvenation and Preservation of the Crawford Bay Community Hall	\$810.71
Creston CIP	Creston & District Community Complex	Skatepark Host Program	\$1,780.71

Creston CIP	Creston Community Seed Bank Society	Growing Food in a Changing Climate	\$6,817.86
Creston CIP	Creston Firefighters Society	Forcible Entry Props	\$1,483.93
Creston CIP	Creston Pet Adoption and Welfare Society	Spay/Neuter & Vaccination Program	\$3,391.07
Creston CIP	Creston Quilts 4 Kids	Creston Quilts 4 Kids	\$890.36
Creston CIP	Creston Valley Blossom Festival Association	82nd Annual Creston Valley Blossom Festival	\$9,304.32
Creston CIP	Creston Valley Food Action Coalition	Getting the Word Out	\$2,798.96
Creston CIP	Creston Valley Junior Hockey Society (dba Creston Valley Thunder Cats)	Thunder Cat Organization Technology Grant	\$1,978.57
Creston CIP	Creston Valley Music Teachers' Association	Creston Festival of the Arts 2023	\$1,706.61
Creston CIP	Creston Valley Public Art Connection Society	Public Art for the Creston Valley, Purchase Steampunk Owl	\$3,660.36
Creston CIP	Creston Valley Regional Airport Society	Phase 1 - Engineering and Design for Turn-bays	\$0.00
Creston CIP	Creston Valley Society for Therapeutic Horsemanship	Therapeutic Riding Program	\$4,847.50
Creston CIP	Focus on Youth	Focus on Youth 2023	\$1,185.71
Creston CIP	Health Arts Society	Health Arts Society Concerts in Care	\$2,190.18
Creston CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$741.43
Creston CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$917.86
Creston CIP	Kootenay Employment Services Society	P.A.R.T.Y. Program	\$2,900.71
Creston CIP	Kootenay-Columbia Discovery Centre Society	Wetland Education and Awareness Program (WEAP)	\$3,463.35
Creston CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$841.07
Creston CIP	Northern BC Friends of Children - East Kootenay Branch	Family Support Project 2022-2023	\$1,978.57
Creston CIP	Royal Canadian Legion, Creston Branch 29	Replace Building's Roof	\$0.00
Creston CIP	South Kootenay Lake ArtConnect Society	Harrison Arts and Cultural Health and Safety Renovation Project	\$140.18
Creston CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$3,957.07
Creston CIP	The Canadian Red Cross Society	Keeping Up with the Demand for HELP Equipment as the Number of Loans in 2021 Increases 27% in One Year: The Highest Number of Loans in RDCK History	\$5,065.14
Creston CIP	The Venue - Performance and Visual Arts Society	The Venue - concession booth equipment	\$1,565.89
Creston CIP	Trails for Creston Valley Society	Martell Beach Development	\$4,682.14

Creston CIP	Trails for Creston Valley Society	Riverside Park Upgrade	\$1,978.57
Creston CIP	Valley Community Services Society	Farmer's Market Coupon Program	\$2,147.86
Creston CIP	West Kootenay Community EcoSociety	Farms To Friends	\$853.57
Creston CIP	West Kootenay Community EcoSociety	Supporting community engagement with marginalized community members	\$876.79
Creston CIP	Wildsight - Creston Valley Branch	Watershed Connections with Wildsight Creston	\$2,232.50
Creston CIP	Wynndel Community Centre	Wynndel School Demolition Hazard Assessment	\$222.59
Creston CIP Total			\$78,751.01
Nelson CIP	Amy Ferguson Institute	Souvenir	\$2,000.00
Nelson CIP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$0.00
Nelson CIP	Arrow Lakes Fine Arts Guild Society	Replace all single pane Windows and main entrance door for ALFA Guild Gallery, install heat pumps	\$0.00
Nelson CIP	Bee Awareness Society	Bee Awareness Education Project	\$4,000.00
Nelson CIP	Camp Koolaree Society	New Boat	\$0.00
Nelson CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$813.00
Nelson CIP	Crawford Bay & District Hall & Parks Association	Phase 3 of the Rejuvenation and Preservation of the Crawford Bay Community Hall	\$0.00
Nelson CIP	Health Arts Society	Health Arts Society Concerts in Care	\$3,000.00
Nelson CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$0.00
Nelson CIP	Kalein Hospice Centre Society	Nav-CARE	\$2,000.00
Nelson CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$0.00
Nelson CIP	Kootenay Brain Injury Association	Community Partnership Project	\$1,000.00
Nelson CIP	Kootenay Emergency Response Physicians Association	Expansion of Emergency Physician Services Capacity	\$4,345.00
Nelson CIP	Kootenay International Burlesque Festival	Kootenay International Burlesque Festival	\$1,000.00
Nelson CIP	Kootenay Kids Society	Sustainability upgrades to Family Place	\$6,050.00
Nelson CIP	Kootenay Lake Hospital Foundation	Breath of Spring campaign	\$2,500.00
Nelson CIP	Kootenay Literary Society	Elephant Mountain Literary Festival	\$6,500.00

Nelson CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$2,000.00
Nelson CIP	Nelson & District Arts Council	ArtWalk 2022	\$6,500.00
Nelson CIP	Nelson & District Arts Council	Rural Artist Support Weekend 2022	\$2,000.00
Nelson CIP	Nelson Baseball Association	Lions Park Baseball Diamond Repair	\$3,046.00
Nelson CIP	Nelson CARES Society	Report Card on Homelessness Support	\$800.00
Nelson CIP	Nelson Civic Theatre Society	Kootenay Open Sky Film Festival	\$2,500.00
Nelson CIP	Nelson Community Food Centre	Phase 3 - NCFC Kitchen Renovation	\$15,000.00
Nelson CIP	Nelson Curling Club	Nelson Curling Club Equipment Upgrade	\$2,000.00
Nelson CIP	NELSON ELECTRIC TRAMWAY SOCIETY	Industrial Strength Tools and Hydraulic Press Acquisition	\$21,170.00
Nelson CIP	Nelson Evangelical Covenant Church	Accessibility Upgrades to Covenant Church	\$0.00
Nelson CIP	Nelson Fine Art Centre Society	Exhibition & Residency Project 2022-2023	\$6,500.00
Nelson CIP	Nelson History Theatre Society	Summer Youth Heritage Project	\$250.00
Nelson CIP	Nelson Hoops Association	Lakeside Park Outdoor Basketball Courts	\$5,000.00
Nelson CIP	Nelson Izu-shi Friendship Society	Volunteering in Cottonwood Falls Park	\$4,260.00
Nelson CIP	Nelson Reflections Artistic Swim Club	Supporting youth in sports	\$2,500.00
Nelson CIP	Nelson Search and Rescue Society	Nelson Search and Rescue Boathouse	\$6,000.00
Nelson CIP	Nelson Tennis Club (NTC)	Tennis and Pickleball In-Court Sunshades	\$3,200.00
Nelson CIP	Polka Dot Dragon Arts Society	Polka Dot Dragon Lantern Festival	\$1,500.00
Nelson CIP	Regional District of Central Kootenay	Archery, Circus and Photography Special Summer Programs	\$1,000.00
Nelson CIP	Salmo Ski Club	Ski Hill Infrastructure Upgrades	\$0.00
Nelson CIP	Selkirk College Foundation	Livestreaming Equipment for the Mir Centre for Peace	\$675.00
Nelson CIP	Slocan Valley Heritage Trail Society	Rail Trail Brush Management Project	\$250.00
Nelson CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$3,000.00
Nelson CIP	Taghum Community Society	Taghum Hall Child & Youth Programming 2022	\$400.00
Nelson CIP	The British Columbia Society for the Prevention of Cruelty to Animals	Community Spay-Neuter Assistance Program	\$2,000.00
Nelson CIP	The Canadian Red Cross Society	Keeping Up with the Demand for HELP Equipment as the Number of Loans in 2021 Increases 27% in One Year: The Highest Number of Loans in RDCK History	\$0.00

Nelson CIP	The Corporation of The City of Nelson	Sensory Hang Zone	\$10,000.00
Nelson CIP	The Rossland Gold Fever Follies	"What's In A Name?" - Show, "Shut-Ins" Special, & Mentorship Program	\$0.00
Nelson CIP	West Kootenay Community EcoSociety	Farms To Friends	\$3,000.00
Nelson CIP	West Kootenay Community EcoSociety	Supporting community engagement with marginalized community members	\$3,000.00
Nelson CIP	West Kootenay Women's Association	Garden Project	\$5,544.00
Nelson CIP	West Kootenay Minor Lacrosse Association	Supply gear for new players and goalies	\$1,000.00
Nelson CIP Total			\$147,303.00
New Denver CIP	Arrow Lakes Caribou Society	Central Selkirk Caribou Maternity Pen Project	\$200.00
New Denver CIP	Camp Koolaree Society	New Boat	\$0.00
New Denver CIP	Central Kootenay Invasive Species Society	Community Pulling Together	\$0.00
New Denver CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$0.00
New Denver CIP	Corporation of the Village of New Denver	Centennial Park Bottle Fill Station	\$2,000.00
New Denver CIP	Goat Mountain Kids Society	Goat Mountain Shade and Play	\$2,000.00
New Denver CIP	Harvest Share	Harvest Share	\$1,500.00
New Denver CIP	Healthy Community Society of the North Slokan Valley	Share, Teach and Grow	\$2,000.00
New Denver CIP	Healthy Community Society of the North Slokan Valley	The North Slokan Food Program - Meals In Our Community	\$5,300.00
New Denver CIP	Kalein Hospice Centre Society	Nav-CARE	\$750.00
New Denver CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$400.00
New Denver CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$0.00
New Denver CIP	Lucerne Elementary Secondary School	Lucerne Boldering Wall	\$5,533.00
New Denver CIP	New Denver and Area Housing Society	Construction â€”10 Affordable Rental Housing Units	\$2,000.00
New Denver CIP	New Denver and Area Youth Centre Society	New Denver and Area Youth Network - Administrative Coordination	\$2,000.00
New Denver CIP	North Slokan Trails Society	Butter MTB Climbing and Adaptive Trail Phase 2	\$2,500.00
New Denver CIP	Protecting Animal Life Society (P.A.L.S.)	P.A.L.S. Animal Rescue Program	\$500.00
New Denver CIP	Rosebery-Bonanza-Summit Trail Alliance Society	Rosebery Bonanza Summit Rail Trail Improvements	\$1,000.00
New Denver CIP	Selkirk College Foundation	Livestreaming Equipment for the Mir Centre for Peace	\$0.00

New Denver CIP	Slocan Lake Early Learning Society	Outdoor/Indoor Materials for Learning Enhancement	\$580.00
New Denver CIP	Slocan Lake Golf Club	Slocan Lake Golf Course Upgrades 2022	\$2,000.00
New Denver CIP	Slocan Solutions Society	Reading Centre Update	\$1,000.00
New Denver CIP	Slocan Solutions Society	Spark in the Dark Lantern Festival	\$500.00
New Denver CIP	Slocan Valley Heritage Trail Society	Rail Trail Brush Management Project	\$100.00
New Denver CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$0.00
New Denver CIP	The North Valley Mountain Film Festival Committee	The North Valley Mountain Film Festival	\$1,000.00
New Denver CIP	Valhalla Fine Arts Society	Arts Programming for Children and Youth	\$1,500.00
New Denver CIP Total			\$34,363.00
Silverton CIP	Arrow Lakes Caribou Society	Central Selkirk Caribou Maternity Pen Project	\$144.00
Silverton CIP	Arrow Lakes Environment Stewardship Society	Ecological Impacts of Wildfire and Wildfire Mitigation	\$3,500.00
Silverton CIP	Arrow Lakes Fine Arts Guild Society	Replace all single pane Windows and main entrance door for ALFA Guild Gallery, install heat pumps	\$0.00
Silverton CIP	Camp Koolaree Society	New Boat	\$0.00
Silverton CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$200.00
Silverton CIP	Corporation of the Village of New Denver	Centennial Park Bottle Fill Station	\$0.00
Silverton CIP	Goat Mountain Kids Society	Goat Mountain Shade and Play	\$1,200.00
Silverton CIP	Harvest Share	Harvest Share	\$1,999.00
Silverton CIP	Healthy Community Society of the North Slocan Valley	Share, Teach and Grow	\$3,430.00
Silverton CIP	Healthy Community Society of the North Slocan Valley	The North Slocan Food Program - Meals In Our Community	\$4,700.00
Silverton CIP	Kalein Hospice Centre Society	Nav-CARE	\$750.00
Silverton CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$500.00
Silverton CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$0.00
Silverton CIP	Lucerne Elementary Secondary School	Lucerne Boldering Wall	\$4,000.00
Silverton CIP	New Denver and Area Housing Society	Construction of 10 Affordable Rental Housing Units	\$1,500.00
Silverton CIP	New Denver and Area Youth Centre Society	New Denver and Area Youth Network - Administrative Coordination	\$2,700.00
Silverton CIP	North Slocan Trails Society	Butter MTB Climbing and Adaptive Trail Phase 2	\$1,700.00

Silverton CIP	Protecting Animal Life Society (P.A.L.S.)	P.A.L.S. Animal Rescue Program	\$300.00
Silverton CIP	Rosebery-Bonanza-Summit Trail Alliance Society	Rosebery Bonanza Summit Rail Trail Improvements	\$1,500.00
Silverton CIP	Selkirk College Foundation	Livestreaming Equipment for the Mir Centre for Peace	\$0.00
Silverton CIP	Silverton Community Club	Canada Day July 1, 2022	\$500.00
Silverton CIP	Slocan Lake Early Learning Society	Outdoor/Indoor Materials for Learning Enhancement	\$420.00
Silverton CIP	Slocan Lake Golf Club	Slocan Lake Golf Course Upgrades 2022	\$1,000.00
Silverton CIP	Slocan Solutions Society	Reading Centre Update	\$650.00
Silverton CIP	Slocan Solutions Society	Spark in the Dark Lantern Festival	\$1,500.00
Silverton CIP	Slocan Valley Heritage Trail Society	Rail Trail Brush Management Project	\$0.00
Silverton CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$0.00
Silverton CIP	The North Valley Mountain Film Festival Committee	The North Valley Mountain Film Festival	\$2,000.00
Silverton CIP	Valhalla Fine Arts Society	Arts Programming for Children and Youth	\$3,000.00
Silverton CIP Total			\$37,193.00
Slocan CIP	Arrow Lakes Fine Arts Guild Society	Replace all single pane Windows and main entrance door for ALFA Guild Gallery, install heat pumps	\$0.00
Slocan CIP	Bee Awareness Society	Bee Awareness Education Project	\$650.00
Slocan CIP	Camp Koolaree Society	New Boat	\$0.00
Slocan CIP	Central Kootenay Invasive Species Society	EcoGarden Project	\$0.00
Slocan CIP	Horse Association Central Kootenay	Youth Polish Shine & Show and Horse Activities 2022	\$0.00
Slocan CIP	Kalein Hospice Centre Society	Nav-CARE	\$750.00
Slocan CIP	Kootenay Boundary Regional Hospital & Health Foundation Society	Urodynamics Project	\$500.00
Slocan CIP	Kootenay Brain Injury Association	Community Partnership Project	\$500.00
Slocan CIP	Kootenay-Columbia School District 20	Outdoor Learning Classroom Kits for Local Schools in the RDCK	\$0.00
Slocan CIP	Passmore Public Hall	New Siding Project	\$0.00
Slocan CIP	Passmore Public Hall Association	New Roof Project	\$0.00
Slocan CIP	Slocan and District Technical Rescue Society	To offer Road Rescue Rope Operations training, Flat water rescue training and buy equipment.	\$2,600.00
Slocan CIP	Slocan Community Library	Library Collection Development and promo/advertising	\$3,000.00

Slocan CIP	Slocan Fitness Centre	Slocan Fitness Centre Upgrades	\$7,500.00
Slocan CIP	Slocan Lake Golf Club	Slocan Lake Golf Course Upgrades 2022	\$0.00
Slocan CIP	Slocan Solutions Society	Slocan Saturday Market	\$3,000.00
Slocan CIP	Slocan Valley Heritage Trail Society	Rail Trail Brush Management Project	\$1,000.00
Slocan CIP	Slocan Valley Outriders Association	SVOA Equestrian Facility, Perimeter Fencing for Safety and Emergencies	\$10,000.00
Slocan CIP	Slocan Waterfront Society (Formerly known as the Slocan Waterfront Restoration & Development Society).	Recycling village of Slocan sawdust waste	\$0.00
Slocan CIP	SQx Danza	Active Inclusion Program (AIP) - Year 3	\$0.00
Slocan CIP	The Canadian Red Cross Society	Keeping Up with the Demand for HELP Equipment as the Number of Loans in 2021 Increases 27% in One Year: The Highest Number of Loans in RDCK History	\$360.00
Slocan CIP	The Rossland Gold Fever Follies	"What's In A Name?" - Show, "Shut-Ins" Special, & Mentorship Program	\$0.00
Slocan CIP	Valley View Golf Course	Valley View Golf Course Energy Efficiency Improvements	\$2,084.00
Slocan CIP	Village of Slocan Climate Action Advisory Commission	Slocan Community Pilot Compost Program	\$3,333.00
Slocan CIP	W.E. Graham Community Service Society	SV Early Years Coordination & Communication	\$1,500.00
Slocan CIP	W.E. Graham Community Service Society	Sustainability Building Upgrades	\$1,500.00
Slocan CIP	W.E. Graham Community Service Society	Learning Centre Programming and Technology Support, Maintenance and Upgrades	\$4,900.00
Slocan CIP	W.E.Graham Community Services Society	Mobile Kids Filmmaking and Animation Studio	\$4,500.00
Slocan CIP Total			\$47,677.00
Grand Total			\$1,453,038.73

Carried

9.2.2 BC Transit Annual Operating Agreement

The Board Report dated May 5, 2022 from Tom Dool, Research Analyst, seeking the Board consideration regarding the 2022-2023 Annual Operating Agreement (AOA) between the Regional District of Central Kootenay and British Columbia Transit, has been received.

The Board discussed the challenges regarding public transit and transit driver staffing shortages within the region.

Tom Dool, Research Analysis, answered the Boards questions.

Moved and seconded,
 And Resolved:

327/22

That the Board approve the RDCK enter into an Annual Operating Agreement with British Columbia Transit for the provision of a Public Passenger Transportation System for the period of April 1, 2022 to March 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

Carried

9.2.3 For Information: 2022 General Elections, Assent Voting, and Alternative Approval Processes

The Board Report dated May 5, 2022 from Tom Dool, Chief Elections Officer, informing the Board of significant dates and statutory requirements regarding statutory deadlines and requirements for the 2022 General Local Government Election and Electoral Area H Local Conservation Fund Assent Vote, has been received.

The Board discussed dates, statutory requirements and grants deadlines for the 2022 General Local Government Election.

Tom Dool, Research Analysis, answered the Boards questions.

**RECESS/
 RECONVENE**

The meeting recessed at 10:34 a.m for break and reconvened at 10:44 a.m.

9.2.4 2021 Audited Financial Statements

The 2021 Audited Financial Statements has not been received from the auditors. Staff have requested an extension with the Ministry due to auditor staffing shortages.

Yev Maloff, General Manager of Finance, Information Technology and Economic Development, shared with the Board that the delay receiving the 2021 Audited Financial Statements is due to the auditors having resourcing issues and that RDCK should receive the statement next week.

9.3 GRANTS

9.3.1 Discretionary

Moved and seconded,
 And Resolved:

328/22

Discretionary grants out of the funds available for the following Electoral Areas/Member Municipalities be approved as designated:

AREA A

Kootenay River Secondary School	KRSS 2022 Prom	\$300
South Kootenay Lake Community Services Society	Age-Friendly Moving Forward Project Shortfall	\$425

AREA B

Canyon Lister Elementary School	Community Pantry	\$400
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Kootenay River Secondary School	KRSS 2022 Prom	\$300
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AREA C

Kootenay River Secondary School	KRSS 2022 Prom	\$300
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AREA G

Osprey Community Foundation	Neighbourhood Small Grants	\$1,000
Salmo Valley Youth & Community Centre Society	The Dandelion Festival	\$2,000

AREA H

Slocan Lake GREEN Burial Society	Slocan Lake Green Burial Ground	\$2,110
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AREA I

Glade Recreation Commission	2022 Family Events	\$2,000
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Carried

9.3.2 Community Development

Moved and seconded,
 And Resolved:

329/22

Community Development grants out of the funds available for the following Electoral Areas/Member Municipalities be approved as designated:

AREA A

Boswell Historical Society	The Heart - A Gathering Place	\$5,000
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AREA B

Rotary Club of Creston	2022 Creston-Kootenay Lake Gran Fondo	\$1,000
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CRESTON

Town of Creston	Red Grain Elevator Restoration	\$10,000
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Town of Creston	Screen Frame for Events	\$2,000
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AREA D

Argenta Emergency Preparedness Group	Wildfire Preparedness Equipment	\$3,000
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Kaslo and Area Emergency Support Services	Kaslo and Area ESS Volunteer Education Appreciation	\$250
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Kaslo Search and Rescue	Wilderness First Aid Readiness	\$1,732.50
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AREA E

Balfour and District Business and Historic Association	Connecting the Kootenays Book Distribution	\$2,002
Cover Architectural Collaborative-Indigenous Engagement Committee	Indigenous People's Day Film Screening	\$500
Nelson Reflections Artistic Swimming	BC Summer Games	\$750
Redfish Elementary School	Redfish Elementary Swim Lesson Program 2022	\$2,440.59

AREA F

Six Mile Water Users Group	SMWUG Main Waterline Repair	\$18,000
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AREA I

Tarrys Fire Rescue Social Club	Breathable Waterproof Jackets	\$3,300
Union of Spiritual Communities of Christ	USCC 75th Annual Union of Youth Festival	\$500

AREA K

Bayview Resident's Association	Emergency Response Operations	\$2,000
Nakusp and Area Development Board	Economic Development Coordinator	\$10,000

SLOCAN

Village of Slocan	Legion Hall Upper Level Improvements	\$4,539
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Carried

9.4 CHAIR/CAO REPORTS

CAO Horn updated the Board on Climate Action Revenue Incentive Program (CARIP) funding this year and shared that the Emergency Operation Centre is preparing for freshet activation due to potential flooding risks.

DIRECTOR PRESENT

Director Cunningham joined the meeting in-person at 10:50 a.m.

The Chair shared the following:

- She received an invitation to attend the UBCM's Responsible Conduct Committee. She will be away for the first meeting; Director Popoff will attend on her behalf.
- She attended the Interior Health Regional Hospital District Roundtable and provided an update.
- She attended the Wild Fire Conference and shared information on a cultural burning session that highlighted the ecology benefits of burning.
- She attended a meeting with Minister Cullen, Ministry of Municipal Affairs, and Emergency Management of B.C. to discuss freshet and wildfire.
- Chair Watson will be away May 31 – June 7 - Director Popoff will be Acting Chair.

10. RURAL AFFAIRS COMMITTEE

Moved and seconded,

And Resolved:

- 330/22 That the Corporate Officer of the Regional District of Central Kootenay be directed to file a Notice with the Land Title and Survey Authority of British Columbia, stating that a resolution has been made under Section 57 of the *Community Charter* by the Regional District Board relating to land at 8846 Slocan West Road, Electoral Area H, legally described as Lot 1, Plan Nep8543, District Lot 1531, Kootenay Land District, and further, if an active Building permit or Building application is in place, that it be cancelled; and finally, that information respecting the resolution may be inspected at the office of the Regional District of Central Kootenay on normal working days during regular office hours.

Carried

Moved and seconded,

And Resolved:

- 331/22 That the Corporate Officer of the Regional District of Central Kootenay be directed to file a Notice with the Land Title and Survey Authority of British Columbia, stating that a resolution has been made under Section 57 of the *Community Charter* by the Regional District Board relating to land at 680 Rosebery Rd, Electoral Area H, legally described as Lot 2, Plan Epp83529, District Lot 298, Kootenay Land District, & DI 4877, and further, if an active Building permit or Building application is in place, that it be cancelled; and finally, that information respecting the resolution may be inspected at the office of the Regional District of Central Kootenay on normal working days during regular office hours.

Carried

Moved and seconded,

And Resolved:

- 332/22 That the Corporate Officer of the Regional District of Central Kootenay be directed to file a Notice with the Land Title and Survey Authority of British Columbia, stating that a resolution has been made under Section 57 of the *Community Charter* by the Regional District Board relating to land at 4837 Highway 6, Burton, BC V0G 1E0, Electoral Area K, legally described as Lot A, Plan Nep20235, District Lot 7542, Kootenay Land District Manufactured Home Reg. # 53966., and further, if an active Building permit or Building application is in place, that it be cancelled; and finally, that information respecting the resolution may be inspected at the office of the Regional District of Central Kootenay on normal working days during regular office hours.

Carried

Moved and seconded,

And Resolved:

333/22 That the Board APPROVE the issuance of Development Variance Permit V2201B-06426.200 to Esther and Juerg Salzgeber for the property located at 3115 Crestview Road and legally described as L LOT 2 DISTRICT LOT 12716 KOOTENAY LAND DISTRICT 15496 (PID: 009-280-111) to vary Section 18.0 Sub-Sections 8. and 9. of Electoral Area 'B' Comprehensive Land Use Bylaw No. 2316, 2013 as follows:

1. increase the maximum height of an accessory building from 8.0 metres to 8.23 metres; and,
2. increase the maximum gross floor area of an accessory building from 200 m² to 261 m².

Carried

Moved and seconded,
And Resolved:

334/22 That the Board APPROVE the issuance of a Development Permit V2202I to Jason Tait and Julie Mitchell for the property located at 1915 Kalesnikoff Road and legally described as Lot 1, Block 1, Plan NEP2938, District Lot 9, Kootenay Land District.

Carried

Moved and seconded,
And Resolved:

335/22 That the Board NOT APPROVE the issuance of Development Variance Permit V2203I-01699.590 to Barbara and Greg Wheaton for the property located at 2721 Jacks Crescent and legally described as LOT B DISTRICT LOT 303 KOOTENAY DISTRICT PLAN EPP65772 (PID: 030-006-830) to vary Sections 701.7 and 701.8 of Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004 as follows:

1. Increase the maximum height of a proposed accessory building from 6.0 metres to 7.62 metres; and
2. Increase the maximum gross floor area of an accessory building from 100 m² to 186 m².

Carried

Moved and seconded,
And Resolved:

336/22 That the Board APPROVE the Temporary Use Permit T2105G-05626.040 application by Porcupine Wood Products for the property located at 8564 Highway 6, Rural Salmo BC and legally described as LOT 1 PLAN NEP4415 DISTRICT LOT 1237 KOOTENAY LAND DISTRICT SUBSIDY LOT 71 (PID 010-362-134) for the period June 17, 2022 - Sept. 30, 2022.

Carried

Moved and seconded,
And Resolved:

337/22 That the *Electoral Area 'B' Comprehensive Land Use Amendment Bylaw No.2840, 2022* being a bylaw to amend the *Electoral Area 'B' Comprehensive Land Use Bylaw No. 2316, 2013* is hereby given FIRST and SECOND reading by content and referred to a PUBLIC HEARING.

Carried

Moved and seconded,
And Resolved:

- 338/22 That in accordance with the *Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015*, Electoral Area 'B' Director Tanya Wall is here by delegated the authority to chair the Public Hearing on behalf of the Regional District Board.

Carried

Moved and seconded,
And Resolved:

- 339/22 That *Regional District of Central Kootenay Zoning Amendment Bylaw No. 2828, 2022* being a bylaw to amend the *Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004* is hereby given FIRST and SECOND reading by content and referred to a PUBLIC HEARING.

Carried

Moved and seconded,
And Resolved:

- 340/22 That in accordance with *Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015*, Electoral Area F Director Tom Newell is hereby delegated the authority to chair the Public Hearing on behalf of the Regional District Board.

Carried

Moved and seconded,
And Resolved:

- 341/22 That the *Regional District of Central Kootenay Planning Procedures and Fees Amendment Bylaw No. 2839* being a bylaw to amend the *Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015* is hereby given FIRST, and SECOND reading.

Carried

Moved and seconded,
And Resolved:

- 342/22 That the *Regional District of Central Kootenay Planning Procedures and Fees Amendment Bylaw No. 2839, 2022* be read a THIRD time by content.

Carried

Moved and seconded,
And Resolved:

- 343/22 That the Board rescind Policy Number 400-02-16 Framework for the Development of Community Plans within the RDCK, and adopt Policy Number 400-02-19 Official Community Plan Consultation Policy, effective immediately.

Carried

Moved and seconded,
And Resolved:

344/22 That *Electoral Area 'A' Land Use Amendment Bylaw No. 2834, 2022* being a bylaw to amend the *Electoral Area 'A' Comprehensive Land Use Bylaw No. 2315, 2013* is hereby given FIRST and SECOND reading by content and referred to a PUBLIC HEARING.

Carried

Moved and seconded,
And Resolved:

345/22 That *Electoral Area 'B' Land Use Amendment Bylaw No. 2835, 2022* being a bylaw to amend the *Electoral Area 'B' Comprehensive Land Use Bylaw No. 2316, 2013* is hereby given FIRST and SECOND reading by content and referred to a PUBLIC HEARING.

Carried

Moved and seconded,
And Resolved:

346/22 That *Electoral Area 'C' Land Use Amendment Bylaw No. 2836, 2022* being a bylaw to amend the *Electoral Area 'C' Comprehensive Land Use Bylaw No. 2317, 2013* is hereby given FIRST and SECOND reading by content and referred to a PUBLIC HEARING.

Carried

Moved and seconded,
And Resolved:

347/22 That in accordance with *Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015*, Rural Affairs Committee Chair Director Casemore is hereby delegated the authority to chair the Public Hearing on behalf of the Regional District Board.

Carried

Moved and seconded,
And Resolved:

348/22 That the Board take no further action on amending the *Regional District of Central Kootenay Noise Control Bylaw No. 2440, 2015* in regards to exempting "Hobby Farms".

Carried

Moved and seconded,
And Resolved:

349/22 That *RDCK Area J Noise Control Repeal Bylaw No. 2816, 2022* being a bylaw to repeal the *RDCK Area J Noise Control Bylaw No. 372, 1981* be read a FIRST, SECOND, and THIRD time by content.

Carried

Moved and seconded,
And Resolved:

350/22 That the *RDCK Area J Noise Control Repeal Bylaw No. 2816, 2022* being a bylaw to repeal the *RDCK Area J Noise Bylaw No. 372, 1981*, is hereby ADOPTED; AND FURTHER, that the Chair and Corporate Officer be authorized to sign the same.

Carried

Moved and seconded,
And Resolved:

- 351/22 That the *RDCK Area F Noise Control Repeal Bylaw No. 2817, 2022* being a bylaw to repeal the *RDCK Area F Noise Control Bylaw No. 1880, 2007* be read a FIRST, SECOND, and THIRD time by content.

Carried

Moved and seconded,
And Resolved:

- 352/22 That the *RDCK Area F Noise Control Repeal Bylaw No. 2817, 2022* being a bylaw to repeal the *RDCK Area F Noise Bylaw No. 1880, 2007* is hereby ADOPTED; AND FURTHER, that the Chair and Corporate Officer be authorized to sign the same.

Carried

Moved and seconded,
And Resolved:

- 353/22 That the RDCK Community Works Fund application submitted for the Crawford Creek Regional Park Infrastructure Upgrade Project in the total amount of \$150,000 be approved and that the funds be disbursed from Area A Community Works Funds and allocated to Regional Parks - Area A - Service S205.

Carried

Moved and seconded,
And Resolved:

- 354/22 That the RDCK Community Works Fund application submitted for the Erickson Water System Metering Project – Phase 1 in the total amount of \$750,000 be approved and that the funds be disbursed from Area B Community Works Funds and allocated to Water Utility – Area B & C (Erickson) – Service S250.

Carried

Moved and seconded,
And Resolved:

- 355/22 That the RDCK Community Works Fund application submitted for the West Creston Fire Hall Project in the total amount of \$390,000 be approved and that the funds be disbursed from Area C Community Works Funds and allocated to Fire Protection – West Creston – Service S291.

Carried

Moved and seconded,
And Resolved:

- 356/22 That the RDCK Community Works Fund application submitted for the Sunshine Bay Regional Park Dock Recreation Infrastructure Project in the total amount of \$65,000 be approved and that the funds be disbursed from Area E Community Works Funds and allocated to Regional Parks - Nelson, Salmo and Areas E, F and G - Service S202.

Carried

Moved and seconded,
And Resolved:

- 357/22 That the RDCK Community Works Fund application submitted for the North Shore Fire Hall Infrastructure Upgrade Project – Phase 1 in the total amount of \$113,739 be approved and that the funds be disbursed from Area F Community Works Funds and allocated to Fire Protection – Def F North Shore - Service S134.

Carried

Moved and seconded,
And Resolved:

- 358/22 That the Board direct staff to prepare a draft policy for Board consideration to the effect of defining responses, procedures, and complaint processes to address harassment and abusive behaviour directed at RDCK staff attending private properties in the course of their duties, specifically building inspectors and bylaw enforcement officers.

Carried

11. DIRECTORS' MOTIONS

11.1 Chair Watson: Ambulance and Paramedic Services

The Board discussed the challenges regarding ambulance and paramedic services in the RDCK.

Moved and seconded,
And Resolved:

- 359/22 That the Board requests a meeting with the Ministry of Health and BC Emergency Health Services to discuss decreasing availability of ambulance and paramedic services in our rural areas which is leading to a critical level for baseline emergency care.

Carried

11.2 Discussion: 2022 UBCM Resolutions

Board Meeting – April 21, 2022

RES 287/22 – refer to May 19, 2022 Board meeting.

11.2.1 Director Faust: UBCM Resolution - Pricing Policy for Community Forests.

Moved and seconded,
And Resolved:

- 360/22 WHEREAS the tabular stumpage rate system that currently applies to community forest agreements provides the ability for community forests to innovate and invest in community priorities including climate change adaptation, wildfire risk reduction, ecosystem restoration, old growth management, recreational infrastructure development, with community economic development relying upon the current tabular stumpage system and rates;

AND WHEREAS any change in the current tabular stumpage policy that results in an increased stumpage rates and additional administrative burden for community forest tenures will greatly reduce and undermine the capacity of community forests to provide key socio-economic benefits to the communities that they support;

THEREFORE BE IT RESOLVED that the Province of British Columbia maintain the tabular rate structure for community forest agreements in order to enable community forest agreement holders to implement modernized forest policies

and to meet the full range of community objectives while operating viable businesses.

Carried

11.2.2 Director Davidoff: Homeowner Insurance Availability and Provisions

Chair Watson reminded Directors the deadline for UBCM resolution submission is the June 16th Board meeting and to submit before the agenda deadline for review.

Moved and seconded,
And Resolved:

361/22

WHEREAS homeowner insurance coverage across British Columbia is unavailable or is prohibitively expensive for many homeowners in rural and remote areas or in areas serviced by cable ferries;

AND WHEREAS homeowner insurance policy provisions across British Columbia are inconsistent, are subject to reductions in coverage when homes are sold or transition from construction insurance to regular homeowner insurance upon occupancy, and many policies cannot be renewed during wildfire season, which is becoming longer and more impactful each year;

THEREFORE BE IT RESOLVED that the Union of British Columbia Municipalities petition the Province to introduce and adopt legislation that requires all underwriters providing homeowner insurance coverage in British Columbia to provide insurance to all homeowners with provisions that are consistent, fair, and equitable to all homeowners in the province.

Carried

11.3 Director Main: Federation of Canadian Municipalities

Moved and seconded,
And Resolved:

362/22

WHEREAS the Federation of Canadian Municipalities (FCM) represents the interests of member municipalities on policy and program matters that fall within federal jurisdiction;

WHEREAS FCM's Board of Directors is comprised of elected municipal officials from all regions and sizes of communities to form a broad base of support and provide FCM with the united voice required to carry the municipal message to the federal government; and

WHEREAS FCM's hybrid Annual Conference and Trade Show will be held June 3 to 5, 2022, during which time the Annual General Meeting will be held, followed by the election of FCM's Board of Directors;

BE IT RESOLVED that Board of the Regional District of Central Kootenay (RDCK) endorse Suzan Hewat to stand for election on FCM's Board of Directors for the period starting in June 2022 and ending June 2023; and

BE IT FURTHER RESOLVED that RDCK Board assumes all costs associated with Suzan Hewat attending FCM's Board of Directors meetings.

Carried

11.4 Director Faust: Area E - Open Houses and Engagement

Moved and seconded,
And Resolved:

363/22

That the Board—as a follow up to the “Open Houses on Land Use Planning” Project in 2022—direct staff to continue the next phase of community consultation for Area E, where survey results indicate that there is strong interest in pursuing planning or more information about planning, with a specific focus on the following unincorporated communities: Redfish Creek to Liard Creek (Including Grandview); Longbeach, Harrop; and Proctor.

Carried

12. PUBLIC TIME

The Chair called for questions from the public and members of the media at 11:46 a.m.

Chair Watson recognized Audrey Polovnikoff who has retired from the RDCK.

**RECESS/
RECONVENE**

The meeting recessed at 12:09 p.m for break and reconvened at 12:21 p.m.

13. IN CAMERA

13.1 RESOLUTION - MEETING CLOSED TO THE PUBLIC

The Open meeting will be adjourned after In Camera without reconvening back into the open session unless there is business that needs to be addressed.

Moved and seconded,
And Resolved:

364/22

In the opinion of the Board - and in accordance with Section 90 of the *Community Charter* - the public interest so requires that persons other than DIRECTORS, ALTERNATE DIRECTORS, DELEGATIONS AND STAFF be excluded from the meeting; AND FURTHER, in accordance with Section 90 of the *Community Charter*, the meeting is to be closed on the bases identified in the following subsections:

- (g) litigation or potential litigation affecting the municipality;
- (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;
- (n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2).

Carried

13.2 RESOLUTION - RECESS OF OPEN MEETING

Moved and seconded,
And Resolved:

365/22

The Open Meeting be recessed at 12:21 p.m. in order to conduct the *In Camera* Board meeting and reconvened at 1:00 p.m.

Carried

14. MATTERS ARISING FROM IN CAMERA MEETING

None.

15. ADJOURNMENT

Moved and seconded,
And Resolved:

366/22 That the meeting adjourn at 1:00 p.m.

Carried

Aimee Watson, RDCK Board Chair

Christine Hopkyns, Meeting Coordinator

Angela Lund, Deputy Corporate Officer



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**Kaslo and Area D Economic Development
Commission S109
OPEN MEETING MINUTES**

1:00pm

Monday, May 9, 2022

Village of Kaslo Council Chambers

COMMISSION MEMBERS

Commissioner Hewat	Village of Kaslo
Commissioner Gazzard	Area D
Commissioner Lang	Village of Kaslo
Commissioner Davie	Village of Kaslo
Commissioner Jones	Area D
Commissioner Brown	Area D

MEMBERS ABSENT

Commissioner Watson	Area D
Commissioner Johnson	Area D

STAFF

Catherine Allaway	CO, Village of Kaslo
Karissa Stroshein	Recording Secretary, Village of Kaslo

GUESTS

Sarah Sinclair	Factor 5
Pat Desmeules	Kaslo & Area Chamber of Commerce
Wil Nixon	Columbia Basin Trust
Richard Toperczer	Ministry of Forests, Lands and Natural Resource Operations

1. CALL TO ORDER

The Chair called the meeting to order at 1:02 p.m.

2. LATE ITEMS

2.1 Wil Nixon, Columbia Basin Trust

MOVED and seconded,
AND Resolved:
That the late item be added to the agenda.

Carried

3. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The Agenda for the May 9, 2022, Kaslo & Area D Economic Development Commission S109 meeting, be adopted as amended.

Carried

4. RECEIPT OF MINUTES

The April 11, 2022, Kaslo & Area D Economic Development Commission S109 minutes, have been received.

5. DELEGATE

5.1 Will Nixon, Columbia Basin Trust

Will Nixon discussed CBT options and programs.

MOVED and seconded,
AND Resolved:

That Pat Desmeules, Chamber Manager be given freedom of the floor.

Carried

6. STAFF/COORDINATOR REPORTS

6.1 North Kootenay Lake Economic Development Commission Coordination Report
Sarah Sinclair gave a verbal summary of her report.

6.2 Chamber Manager Report
Pat Desmeules gave a verbal summary of her report.

6.3 LINKS Report
Chelsey Jones gave a verbal summary of her report.

MOVED and seconded,
AND Resolved:
That the reports be received.

Carried

7. BUSINESS ARISING

8. NEW BUSINESS

8.1 Economic Development Week – Sarah Sinclair, Factor 5
Sarah Sinclair gave a power point presentation.

9. PUBLIC TIME

The Chair called for questions from the public at 1:56 p.m.

10. NEXT MEETING

The next for the Kaslo & Area D Economic Development Commission S109 meeting is scheduled for June 13, 2022 at 1:00 p.m.

11. ADJOURNMENT

MOVED and seconded,
AND Resolved:

May 9, 2022 meeting be adjourned at 1:58 p.m.

Carried

Approved by

Suzan Hewat, Chair



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**Salmo & Area G Recreation Commission
OPEN MEETING MINUTES**

7:00 pm

Monday, May 16, 2022

Virtual Meeting:

Webex:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m9ce3c5d07b28e1e682ab0e2ff7d35f41>

Meeting number (access code): 245 852 39348

Meeting password: VwPptX23nh8

COMMISSION MEMBERS

Commissioner Lockwood	Village of Salmo
Commissioner J. Huser	Village of Salmo arrived at 7:05a
Commissioner M. MacDonald	Village of Salmo
Commissioner H. Cunningham	Area G
Commissioner C Hango	Area G

MEMBERS ABSENT

Commissioner S. Chew	Trustee
Commissioner I. McInnes	Area G
Joe Chirico	General Manager, Community Services

STAFF

Ryan Ricalton	Rural Programmer, Salmo Recreation
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1. CALL TO ORDER

Chair Lockwood called the meeting to order at 7:02 p.m.

2. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The Agenda for the May 16, 2022 Salmo & Area G Recreation Commission meeting be adopted as circulated.

Carried

3. RECEIPT OF MINUTES

The April 11, 2022 Salmo & Area G Recreation Commission minutes, have been received.

4. STAFF REPORTS

4.1 Programmer Report

The Commission Report dated May 16, 2022 from Ryan Ricalton, Rural Programmer, re: Programmer Report, has been received.

5. TENNIS COURT UPDATE

Ryan Ricalton, Rural programmer, to provide the Commission with a verbal update in regards to the Tennis Court on behalf of Commissioner Chew.

6. PUBLIC TIME

The Chair will call for questions from the public at 7:25 p.m.

7. MEETING SCHEDULE

Our next meeting will be held on Monday, September 19, 2022.

8. ADJOURNMENT

MOVED and seconded,
AND Resolved:

The Salmo Area G Recreation Commission meeting be adjourned at 7:27p.m.

Carried

Approved by

Diana Lockwood, Chair



Regional District of Central Kootenay
CASTLEGAR & DISTRICT RECREATION COMMISSION
Open Meeting Minutes

Tuesday, May 17, 2022

4:00 pm

Castlegar and District Community Complex - Columbia Room
 2101 6 Avenue, Castlegar, BC

**COMMISSION
MEMBERS**

PRESENT

Commissioner K. Duff	City of Castlegar
Commissioner McFaddin	City of Castlegar
Chair D. Rye	City of Castlegar
Commissioner A. Davidoff	Electoral Area I
Commissioner R. Smith	Electoral Area J

STAFF PRESENT

J. Chirico	General Manager of Community Services
J. Crockett	CDRD Manager of Recreation
J. Craig	CDRD Operations Supervisor
J. Chapman	Meeting Coordinator
C. Stanley	Regional Manager of Operations and Asset Management
Y. Malloff	General Manager – Finance

1. CALL TO ORDER

Chair Rye called the meeting to order at 4:03 p.m.

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

4. ADOPTION OF AGENDA

MOVED and seconded,
 And resolved:

The agenda for the May 17, 2022 Castlegar and District Community Complex and Recreation Commission meeting be adopted as circulated.

Carried

5. RECEIPT OF MINUTES

The March 1, 2022 Castlegar and District Community Complex and Recreation Commission minutes, have been received.

6. DELEGATE

There are no Delegates scheduled for this meeting.

7. STAFF REPORTS

7.1 Arena Floor Repair

Jim Crockett, Manager of Recreation briefed the Commission Members on the Commission Report dated May 16, 2022 regarding the Arena Floor Repair including, the overall history of the floor and how the Brine in the floor works. Manager Crockett assured the Commission Members that the Brine Leak is not on the ammonia side, it is on the low pressure side, ensuring there is no mixing of the ammonia. Manager Crockett explained the problems are at the East end of the building, where the pipes exit the floor.

MOVED and seconded,
And resolved:

That staff be directed to proceed with the replacement of the Arena floor beginning in the spring of 2023; AND further, staff be directed to outline funding options to be brought back to Commission by September 2022.

Carried

8. PUBLIC TIME

The Chair will call for questions from the public and members of the media at 5:18 p.m.

9. IN CAMERA

There are no In Camera items scheduled for this meeting.

10. NEXT MEETING

The next Castlegar and District Community Complex and Recreation Commission meeting is scheduled for June 7, 2022 at 4:00 p.m.

11. ADJOURNMENT

Moved and seconded,
And resolved that it be recommended to the Board:

The Castlegar and District Community Complex and Recreation Commission meeting be adjourned at 5:36pm.

Carried

DIGITALLY APPROVED



Dan Rye, Chair



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**EMERGENCY PROGRAM EXECUTIVE COMMITTEE
OPEN MEETING AGENDA**

3:30 p.m.
May 25, 2022
Remote Meeting

COMMITTEE MEMBERS

Committee Member A. Watson
Committee Member W. Popoff
Committee Member A. Casemore

Committee Member T. Newell
Committee Member C. Moss

RDCK Board Chair
RDCK Vice Board Chair
Representing Electoral Areas A, B, C, G, Salmo
and Creston
Representing D, E, F and Kaslo
Representing H, I, J, K, Nakusp, Silverton, New
Denver, Slocan

STAFF

S. Horn
C. Johnson
J. Jackson
N. Soltys

Chief Administrative Officer
Manager of Community Sustainability
Emergency Program Coordinator
Meeting Coordinator

5 out of 5 Committee members were present – quorum was met.

1. CALL TO ORDER

CAO S. Horn called the meeting to order at 3:31 p.m.

2. ELECTION OF CHAIR

CALL FOR NOMINATIONS (3 Times)

Director Newell nominated Director Watson.
There were no other nominations.

DECLARATION OF ELECTED OR ACCLAIMED CHAIR

CAO Horn ratifies the appointment of Director Watson as Chair of the Emergency Program Executive Committee for 2022.

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within those traditional lands we are meeting today.

4. ADOPTION OF AGENDA
MOVED and seconded,
AND Resolved:

The Agenda for the May 25, 2022, Emergency Program Executive Committee meeting, be adopted as circulated.

Carried

5. RECEIPT OF MINUTES

The February 10, 2021, Emergency Program Executive Committee minutes, have been received.

6. STAFF REPORTS

6.1 For Information: Program Update and Workplan

The Commission/Committee Report dated May 20, 2022 from Chris Johnson, Manager of Community Sustainability, re: Program Update and Workplan, has been received for information.

7. NEW BUSINESS

7.1 Discussion: Response Season Presentation to Board

Meeting to be held June 14 at 1000 and offered remotely.

7.2 Discussion: Dates for further EPEC meetings in 2022

August & October for future meetings which will be done remotely.

8. NEXT MEETING

The next EPEC meeting is scheduled for August 16, 2022 at 0900.

9. ADJOURNMENT

MOVED and seconded,
AND Resolved:

That the Emergency Program Executive Committee meeting is adjourned at 4:30.

Carried

Approved by
Aimee Watson, Chair



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**Slocan Valley South Recreation Commission
OPEN MEETING MINUTES**

7:00pm

Thursday, May 26th, 2022

Remote Meeting- conference call

Toll Free Number: 1-844-426-4405

Meeting Access code 245 064 75981

Or join by following the link below-

<https://nelsonho.webex.com/nelsonho/j.php?MTID=mb0caf965fff97c52bb5e5a5edbf805a8>

COMMISSION MEMBERS

Commissioner Chernenkoff	Area H - Chair
Director Popoff	Area H Director
Commissioner Kabatoff	Area H
Commissioner Myers	Area H
Commissioner Nazaroff	School District No.8
Commissioner Chatten	Area H

MEMBERS ABSENT

Commissioner Dupont	Area H
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STAFF

Ryan Ricalton	Rural Programmer – Slocan Valley Recreation
Amanda Sawatzky	CSR/Program Support – Slocan Valley Recreation

1. CALL TO ORDER

Chair Chernenkoff called the meeting to order at 7:06p.m.

2. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The Agenda for the May 28th, 2022, Slocan Valley Recreation Commission meeting, be adopted as circulated.

Carried

3. RECEIPT OF MINUTES

The February 3rd, 2022, Slocan Valley South Recreation Commission minutes, have been received.

4. STAFF REPORTS

4.1 Commission Report

The Commission Report dated May 26th, 2022 from, re: Ryan Ricalton, Rural Programmer; Commission Report, has been received.

5. NEW/ OLD BUSINESS

5.1 Campbell field update

Director Popoff to provide a verbal update on the Campbell Field project.

Each commission member present provided a verbal update.

6. PUBLIC TIME

The Chair will call for questions from the public at 7:30p.m.

7. NEXT MEETING

The next Slocan Valley South Recreation Commission meeting is scheduled for September 28th, 2022 at 7:00pm.

8. ADJOURNMENT

MOVED and seconded,
AND Resolved:

The Slocan Valley South Recreation Commission meeting be adjourned at 7:31pm.

Carried

Approved by

Commissioner Chernenkoff , Chair



**Regional District of Central Kootenay
CASTLEGAR & DISTRICT RECREATION COMMISSION
Open Meeting Minutes**

Tuesday, May 17, 2022
4:00 pm
Castlegar and District Community Complex - Columbia Room
2101 6 Avenue, Castlegar, BC

COMMISSION MEMBERS

PRESENT Commissioner K. Duff City of Castlegar
 Commissioner McFaddin City of Castlegar
 Chair D. Rye City of Castlegar
 Commissioner A. Davidoff Electoral Area I
 Commissioner R. Smith Electoral Area J

STAFF PRESENT

J. Chirico General Manager of Community Services
J. Crockett CDRD Manager of Recreation
J. Craig CDRD Operations Supervisor
J. Chapman Meeting Coordinator
C. Stanley Regional Manager of Operations and Asset Management
Y. Malloff General Manager – Finance

-
- 1. CALL TO ORDER**
Chair Rye called the meeting to order at 4:03 p.m.

 - 3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT**
We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

 - 4. ADOPTION OF AGENDA**
MOVED and seconded,
And resolved:

The agenda for the May 17, 2022 Castlegar and District Community Complex and Recreation Commission meeting be adopted as circulated.

Carried

5. RECEIPT OF MINUTES

The March 1, 2022 Castlegar and District Community Complex and Recreation Commission minutes, have been received.

6. DELEGATE

There are no Delegates scheduled for this meeting.

7. STAFF REPORTS

7.1 Arena Floor Repair

Jim Crockett, Manager of Recreation briefed the Commission Members on the Commission Report dated May 16, 2022 regarding the Arena Floor Repair including, the overall history of the floor and how the Brine in the floor works. Manager Crockett assured the Commission Members that the Brine Leak is not on the ammonia side, it is on the low pressure side, ensuring there is no mixing of the ammonia. Manager Crockett explained the problems are at the East end of the building, where the pipes exit the floor.

MOVED and seconded,
And resolved:

That staff be directed to proceed with the replacement of the Arena floor beginning in the spring of 2023; AND further, staff be directed to outline funding options to be brought back to Commission by September 2022.

Carried

8. PUBLIC TIME

The Chair will call for questions from the public and members of the media at 5:18 p.m.

9. IN CAMERA

There are no In Camera items scheduled for this meeting.

10. NEXT MEETING

The next Castlegar and District Community Complex and Recreation Commission meeting is scheduled for June 7, 2022 at 4:00 p.m.

11. ADJOURNMENT

Moved and seconded,
And resolved that it be recommended to the Board:

The Castlegar and District Community Complex and Recreation Commission meeting be adjourned at 5:36pm.

Carried

DIGITALLY APPROVED

Dan Rye, Chair



**Regional District of Central Kootenay
CRESTON VALLEY SERVICES COMMITTEE
Open Meeting Minutes**

Tuesday, May 31, 2022

3:30 pm

RDCK Remote Meeting

The meeting is held remotely due to COVID-19

COMMISSION MEMBERS PRESENT

Director Jen Comer (CHAIR)	Town of Creston
Director G. Jackman	Electoral Area A
Director T. Wall	Electoral Area B
Director A. Casemore	Electoral Area C

STAFF PRESENT

S. Horn	Chief Administrative Officer - RDCK
M. Moore	Chief Administrative Officer – Creston
M. Morrison	Corporate Officer - RDCK
N. Hannon	Regional Fire Chief – RDCK
J. Riel	Fire Chief - Creston Fire Rescue
G. Guthrie	Fire Chief – Canyon-Lister
J. Chirico	General Manager of Community Services
Craig Stanley	Manager of Recreation - Creston and District Community Complex
C. Hopkyns	Meeting Coordinator

1. WEBEX REMOTE MEETING INFO

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=mdc9407404c577478d015697460ccc841>

Join by Phone:

1-844-426-4405 Canada Toll Free
 +1-604-449-3026 Canada Toll (Vancouver)
Meeting Number (access code): 2462 421 5079
Meeting Password: guNdQEpB332

2. CALL TO ORDER

Chair Comer called the meeting to order at 3:30 p.m.

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

4. ADOPTION OF AGENDA

Moved and seconded,
 And resolved:

The agenda for the May 31, 2022 Creston Valley Services Committee meeting be adopted as circulated.

Carried

5. RECEIPT OF MINUTES

The May 5, 2022 Creston Valley Services Committee minutes, have been received.

6. DELEGATE

No delegate.

7. STAFF REPORTS

7.1 Fire Services Agreements

The Fire Service Agreement, Fire Hall Lease, and Fire Apparatus Lease from Jared Riel, Creston Fire Chief, re: Fire Services Agreements, has been received.

Jared Riel, Creston Fire Rescue Fire Chief, provided the Commission with an overview of the Fire Services agreement for Canyon-Lister, which is bringing together the Town of Creston and RDCK services. Nora Hannon, RDCK Regional Fire Chief, added that this agreement is moving forward for Canyon-Lister and Wynndel will be updated next.

Staff answered the Commissions questions. The Commission requested some amendments to the agreement.

Moved and seconded,
 And resolved that it be recommended to the Board:

That the Board approve the RDCK enter into a Fire Service Agreement with Town of Creston for fire and rescue service in Canyon-Lister for the period June 16, 2022 to December 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Service No. 130 Fire Protection - Area B.

Carried

Moved and seconded,
And resolved that it be recommended to the Board:

That the Board approve the RDCK enter into a Lease Agreement with Town of Creston for the Fire Hall located at 2850 Lister Road, Creston, Province of British Columbia, V0B 1G2, more particularly known and described as: LOT A DISTRICT LOT 812 KOOTENAY DISTRICT PLAN EPP78263 (collectively, the "Property"); for the period June 16, 2022 to December 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

Carried

Moved and seconded,
And resolved that it be recommended to the Board:

That the Board approve the RDCK enter into a Lease of Fire Apparatus Agreement with Town of Creston for fire protection and emergency response services in Canyon-Lister for the period January 1, 2022 to December 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

Carried

7.2 Creston Valley Fire Service Regulation Bylaw No. 2744, 2022

The Report dated May 9, 2022 from Tom Dool, Research Analyst, re: Creston Valley Fire Service Regulation Bylaw No. 2744, 2022, has been received.

Moved and seconded,
And resolved that it be recommended to the Board:

That the Board adopting Creston Valley Fire Service Regulation Bylaw No. 2744, 2022.

Carried

8. NEW BUSINESS

No items.

9. PUBLIC TIME

The Chair will call for questions from the public and members of the media at 3:57 p.m.

10. NEXT MEETING

The next Creston Valley Services Committee meeting is scheduled for July 7, 2022 at 9:00 a.m.

11. ADJOURNMENT

Moved and seconded,
And resolved:

The Creston Valley Services Committee meeting be adjourned at 3:57.

Carried

Digitally approved by

Jen Comer, Chair

Christine Hopkyns, Meeting Coordinator

RECOMMENDATION(S) TO THE BOARD OF DIRECTORS

1. *That the Board approve the RDCK enter into a Fire Service Agreement with Town of Creston for fire and rescue service in Canyon-Lister for the period June 16, 2022 to December 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents;*

AND FURTHER, that the costs be paid from Service No. 130 Fire Protection - Area B.
2. *That the Board approve the RDCK enter into a Lease Agreement with Town of Creston for the Fire Hall located at 2850 Lister Road, Creston, Province of British Columbia, V0B 1G2, more particularly known and described as: LOT A DISTRICT LOT 812 KOOTENAY DISTRICT PLAN EPP78263 (collectively, the "Property"); for the period June 16, 2022 to December 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents.*
3. *That the Board approve the RDCK enter into a Lease of Fire Apparatus Agreement with Town of Creston for fire protection and emergency response services in Canyon-Lister for the period January 1, 2022 to December 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents.*
4. *That the Board adopting Creston Valley Fire Service Regulation Bylaw No. 2744, 2022.*

THIS AGREEMENT, dated for reference the _____ day of _____ 2022,

BETWEEN:

TOWN OF CRESTON, a duly incorporated Town under the laws of the Province of British Columbia, having an office at 238 10TH Avenue North, PO Box 1339, Creston, British Columbia, V0B 1G0

(hereinafter called the "**Town**")

AND:

REGIONAL DISTRICT OF CENTRAL KOOTENAY, a duly incorporated Regional District under the laws of the Province of British Columbia, having an office at PO Box 590, 202 Lakeside Drive, Nelson, British Columbia, V1L 5R4

(hereinafter called the "**Regional District**")

WHEREAS the Town has established and operates a fire and rescue service under and pursuant to its *Fire Service Bylaw No. 1928, 2021*;

AND WHEREAS pursuant to the Service Establishment Bylaw, the Regional District has established the Service Area for the provision of fire and emergency services in portions of Electoral Area "B", which Service Area is proximate to the municipal boundaries of the Town;

AND WHEREAS the Regional District wishes to contract for, and the Town has agreed to provide, the Services to the Service Area;

AND WHEREAS under section 332(3) of the *Local Government Act* (B.C.) a regional district service may be operated through another public authority and under section 263(1)(b) of the *Local Government Act* (B.C.), the Regional District may enter into an agreement with such public authority in connection with the provision of that service;

AND WHEREAS under section 13 of the *Community Charter* (B.C.) the Town may provide a service in an area outside of the municipality and, under section 23 of the *Community Charter* (B.C.), may enter into an agreement with another public authority in connection with the provision of such service;

AND WHEREAS this Agreement constitutes the consent of the Regional District to the provision of the Services by the Town;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and undertakings herein contained, the Parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement, including in the recitals hereto, the following capitalized terms shall have the following respective meanings:

- (a) “**Agreement**” means this agreement, including all schedules hereto, and all additions or amendments made to it from time to time by written agreement of the Parties;
- (b) “**Alternative Water Supply**” means one or more alternative water supplies in the Service Area that meet the specifications set forth in section 6.1(a), to be funded, developed and maintained as provided in Article 6.0 and Schedule D;
- (c) “**Annual Service Fee**” means the amount paid to the Town by the Regional District in consideration of the provision of the Services, in accordance with Article 7.0;
- (d) “**BCEHS**” means BC Emergency Health Services, including BC Ambulance Service;
- (e) “**Business Day**” means any day other than a Saturday or holiday, as the latter is defined in the *Interpretation Act*, R.S.B.C., 1996, c. 238;
- (f) “**CPI**” means the Consumer Price Index for All Items, for British Columbia, as published by Statistics Canada in *Table 18-10-00501, Consumer Price Index, annual average, not seasonally adjusted*;
- (g) “**Designate**” means the person who, in the absence of the Fire Chief, is assigned to be in charge of a particular activity of the Fire Department;
- (h) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165;
- (i) “**Fire Chief**” means the individual appointed by the Town to be the fire chief of the Fire Department;
- (j) “**Fire Department**” means Creston Fire & Rescue Services operated by the Town;
- (k) “**Fire Hall**” means the fire hall located at 2850 Lister Road in the Service Area;
- (l) “**Fire Services Bylaw**” means the Town’s *Fire Services Bylaw No. 1928, 2021*;
- (m) “**Incident**” means an event or situation to which the Fire Department has been dispatched;
- (n) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, c. 1;

- (o) **“Operational Bylaw”** means the Regional District of Central Kootenay *Creston Valley Fire Service Regulation Bylaw No. 2744*;
- (p) **“Ordinary Jurisdiction”** means the response area within the municipal boundaries of the Town, the Service Area and the other portions of Electoral Areas “A”, “B” and “C” of the Regional District to which the Fire Department currently provides emergency response services under contract with the Regional District, as shown in the map on Schedule B. For certainty, the Ordinary Jurisdiction shall include any responses by the Fire Department in connection with the *Creston and Electoral Areas A, B, and C Jaws of Life Local Service Area Establishment Bylaw No. 1142, 1995* (as amended) (“Bylaw No. 1142”) and under the service agreement with the Lower Kootenay Indian Band described in section 14.2;
- (q) **“Parties”** means the Regional District and the Town, including their respective successors and permitted assigns, and **“Party”** means any one of them;
- (r) **“Provincial Training Standards”** means the minimum mandatory training requirements for fire services personnel established from time to time by the Fire Commissioner pursuant to paragraph 3(3)(b) of the *Fire Services Act*;
- (s) **“Service Area”** means the service area established by the Regional District for the provision of fire and emergency services in a portion of Electoral Area “B” pursuant to the *Lister, Canyon, Huscroft and Riverview Fire Protection Service Area By-law No., 285 (1979)*, as amended;
- (t) **“Services”** means and includes only the Services described in Schedule A; and
- (u) **“Term”** means the term of this Agreement as provided for under section 2.1.

Interpretation

1.2 For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:

- (a) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (b) the term “personal information” as used in section 3.11 means personal information as defined in FIPPA;
- (c) except as otherwise expressly provided, all references to currency mean Canadian currency;
- (d) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;

- (e) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, and includes a reference to an enactment of either Party;
- (f) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
- (g) headings used herein and the division of this Agreement into Articles, sections subsections, paragraphs and Schedules, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Schedules

1.3 The following schedules are hereby incorporated into and form part of this Agreement:

Schedule A: Services;

Schedule B: Ordinary Jurisdiction;

Schedule C: Service Area's 2022 Operating Budget;

Schedule D: Funding for Alternative Water Supplies;

Schedule E: Apparatus and Equipment; and

Schedule F: Forms of Lease Agreements.

2.0 TERM

2.1 This Agreement is for a term commencing on the date first written above and continuing until 31 December 2023 (the "Term").

2.2 The Parties will work towards the integration of this Agreement with the Wynndel Fire Protection Services Agreement, entered into between the Parties with effect as of 1 January 2019, with the intention of creating a single service agreement covering both the Service Area and the Wynndel service area. To that end, the Contract Managers will commence a review of the two agreements and integration of same starting no later than 1 March 2023, with a view to finalizing such integrated agreement on or before 1 January 2024. The Parties recognize and agree that the stated termination date in section 9.01 of the Wynndel Fire Protection Services Agreement incorrectly stipulates 31 December 2024 as the end date for that contract, whereas the 60-month term actually expires on 31 December 2023. Nothing in this section 2.2 shall be interpreted as preventing or restricting either party from terminating either or both such agreements in accordance with its or their terms.

3.0 SERVICES

- 3.1 The Regional District hereby engages the Town to provide the Services, as more particularly described in Schedule A, within the Service Area, and the Town agrees to provide the Services on the terms and subject to the conditions of this Agreement.
- 3.2 The Services will be provided using all of the fire protection equipment and personnel available to the Town, in substantially the same manner and to the same extent, as if the Service Area was located within the corporate boundaries of the Town (including, without limitation, the level of service established by the Town for the Fire Department under and in accordance with the Provincial Training Standards). Emergency responses will be provided on a 24-hour a day, seven day per week basis.
- 3.3 Notwithstanding section 3.1, calls for medical assist or ambulance assist from BCEHS will be provided in the Service Area only if sufficient trained personnel are available to respond out of the Fire Hall when such Incident arises, unless otherwise determined by the Fire Chief or Designate, in his or her sole discretion.
- 3.4 The Town will use its reasonable best efforts to ensure that the Fire Hall is assigned with at least 10 regularly responding members, properly equipped and trained to at least the Exterior Operations Service Level (or better) under the Provincial Training Standards. In the event that the number of regularly responding members drops below 10, the Town's Contract Manager will immediately inform the Regional District's Contract Manager and the Parties will work collaboratively to address the staffing shortfall. The Town acknowledges that maintaining such minimum staffing level is essential to the Service Area's rating from the Fire Underwriters.
- 3.5 The Town will maintain and equip, staff and operate the Fire Hall, with the exception of the fire apparatus, equipment and repairs listed in, and otherwise subject to, Schedule E. The Town and Regional District will enter into lease arrangements for the fire apparatus owned and supplied by the Regional District, as identified in Schedule E, for nominal consideration and otherwise on the terms and subject to the conditions set forth in Schedule F. The Town and the Regional District will enter into lease arrangements relating to the Fire Hall for nominal consideration and otherwise on the terms and subject to the conditions set forth in Schedule F.
- 3.6 The Town, in cooperation with the Regional District and subject to funding provided by the Regional District, will manage the development, maintenance and operation of any Alternative Water Supplies established in the Service Area as provided in Article 6.0 and any separate agreement between the Parties relating thereto.
- 3.7 In providing the Services within the Service Area, the Fire Department, the Fire Chief, the Officers and members are authorized by the Regional District to exercise the powers and authority granted under the Operational Bylaw.

- 3.8 The Fire Chief, Designate or Officer-In-Charge has the discretion to determine the number of Fire Department personnel and the apparatus and equipment that are required to be deployed in response to an Incident within the Service Area.
- 3.9 The Fire Chief, Designate or Officer-In-Charge has the discretion to assign the priority of response to concurrent Incidents.
- 3.10 The Fire Chief will develop Incident response protocols that seek to optimize emergency responses to incidents in the Service Area, such protocols to include, where appropriate, responses from all fire halls (including the Fire Hall) operated by the Town.
- 3.11 The Town will maintain appropriate records related to the provision of the Services in the Service Areas, including: budgets, revenues and expenditures; Incident reporting; training records; apparatus, equipment and maintenance records; inventory control; and personnel records. The Town will ensure that all personal information contained in the records it maintains in accordance with this Agreement and related to the provision of the Services will be collected, accessed, used, disclosed and securely stored in accordance with FIPPA. In relation to FIPPA:
- (a) the Regional District and the Town both acknowledge and agree that the printed, electronic and other records produced and maintained by the Town for the purpose of, or in connection with, the provision of the Services are, for the purposes of FIPPA, in the custody or under the control of the Town;
 - (b) the Town shall process any requests under FIPPA for access to a record related to the Services in a timely fashion and copy the Regional District on any such response in relation to requests which affect or involve the Service Area; and
 - (c) the Regional District, in accordance with section 11 of FIPPA, will transfer to the Town any requests for access to a record related to the Services where such record is in the custody or under the control of the Town.
- 3.12 The Town will provide an annual report to the Regional District on its emergency response activities within the Service Area and provide quarterly updates, including relevant financial reporting, to the Regional District.
- 3.13 The Town has sole discretion to determine the extent of enforcement of the Operational Bylaw in the Service Area, with the understanding that fees and penalties described in, or which may be assessed or levied pursuant to, such bylaw shall be reasonably and fairly applied. The Town is responsible for collecting, and may retain, any fees or penalties levied against Service Area residents. Revenues for each year collected in connection with such fees and penalties will be reported by the Town to the Regional District. Where the Town wishes to undertake enforcement of the Operational Bylaw in the Service Area, it will notify the Regional District and the Parties will work cooperatively to effect such enforcement. In no case will the Regional District be liable to the Town for any unpaid fees or penalties.

4.0 REGIONAL DISTRICT RESPONSIBILITIES

4.1 The Regional District will have the following obligations to enable and/or support the provision of the Services in the Service Area by the Town:

(a) make available for use by the Town the fire apparatus identified in Schedule E, such apparatus:

(i) to meet CAN/ULC *Standard for Automobile Fire Fighting Apparatus S-515* and/or National Fire Protection Association *NFPA 1901: Standard for Automotive Fire Apparatus*, in each case in effect at the date of the manufacture of such apparatus; and

(ii) the requirements of the Fire Underwriters as to maximum age,

to enable the provision Services in the Service Area. The Parties agree that the apparatus currently existing and in use meet such requirements, or expressly waive these requirements in relation to such apparatus. The Regional District will lease such apparatus, or any replacement apparatus to the Town on the terms and subject to the conditions of the form of vehicle lease attached as Schedule F hereto. The Town and Regional District acknowledge that the main Engine being provided, as listed in Schedule E, is more than 20 years old. The Town will undertake the annual testing and certification required by the Fire Underwriters for apparatus which is more than 20 years old, and provide copies of the results of such testing and certification to the Regional District and the Fire Underwriters. The Parties recognize that current capital plans provide for a replacement of the Engine by 2025;

(b) provide the firefighting and ancillary equipment necessary for the provision of the Services in the Service Area as set out in Schedule E, such equipment to meet the requirements of the *Workers Compensation Act*, R.S.B.C 2019, c.1 and regulations made thereunder, as well as the relevant National Fire Protection Association standards. The Parties agree that the firefighting and ancillary equipment currently existing and in use meet such requirements, or expressly waive these requirements in relation to any such equipment, and that ownership of such firefighting and ancillary equipment, or any replacements therefor, is and will remain with the Regional District;

(c) lease the Fire Hall to the Town for nominal consideration on the terms of the form of lease attached as Schedule F, such lease to be co-terminus with this Agreement. The Regional District shall be responsible for the capital maintenance associated the Fire Hall, while the Town shall be responsible for managing the regular maintenance thereof. For certainty, the maintenance costs associated with the Town's maintenance obligations form part of the Annual Service Fee;

- (d) maintain and update, as reasonably required, the bylaws establishing the Service Area and authorizing the provision of fire protection and emergency response services, including the contracting out of such services to the Town;
- (e) maintain and update, as reasonably required, the Operational Bylaw;
- (f) support and fund the development and maintenance of Alternative Water Supplies as provided in Article 6.0;
- (g) provide map data, in a format to be agreed by the Parties, showing the location of all roadways, lanes, bridges and other access routes within the Service Area, such map data to be updated not less than annually;
- (h) provide property data within the Service Area for incident reporting, fire prevention and bylaw compliance, in a format compatible with the Fire Department's records management software, such property data to be updated not less than annually; and
- (i) provide reasonable ongoing assistance as may be requested by the Town in connection with the recruitment and retention of members in the Service Area, including hosting of information on the Regional District's website, outreach efforts in the community and participation by the Regional District in volunteer recognition events.

4.2 The Regional District will take reasonable steps annually to notify residents and property owners within the Service Area:

- (a) of the location of the Fire Department;
- (b) of the phone number(s) to be used in order that prompt notification can be given of the occurrence of a fire or other emergency within the Service Area;
- (c) of the limits on the Fire Department's ability to provide the Services as a result of limitations on the availability of water for firefighting purposes within the Service Area and any other factors noted in this Agreement;
- (d) that the Fire Department is not required to provide the Services to any property where adequate and sufficient access is not maintained in accordance with this paragraph and that it is the responsibility of each property owner to provide adequate and sufficient access to the owner's property during all seasons of the year, including, but not limited to, ensuring the following issues are addressed:
 - (i) snow and ice are removed to enable passage of fire apparatus and/or Fire Department personnel; and
 - (ii) that driveways are clear of debris and overhanging obstructions, and of sufficient width to enable the passage of fire apparatus;

- (e) that the Fire Department will not take its fire apparatus to any private property by way of crossing a private bridge on that property that has not been engineered and constructed to meet the acceptable standards regulating bridge design, construction, maintenance and inspection, and that it is the responsibility of property owners and occupiers to provide reasonable evidence in advance to the Town and the Fire Department that any private bridge on their property meets those requirements; and
- (f) of the responsibility of property owners and occupiers to ensure that correct civic property numbering is displayed on all properties, and is readily visible from the public roadway.

5.0 LIMITATIONS ON SERVICES

5.1 It is acknowledged and agreed by the Regional District that the Town shall not be considered to be in breach of this Agreement or negligent in providing the Services to the Service Area if the Fire Department has insufficient or no fire personnel and/or apparatus and equipment to provide the Services to the Service Area adequately or at all in response to any incident at any given time by reason of having properly deployed its personnel, apparatus or equipment outside its Ordinary Jurisdiction for any one or more of the following reasons:

- (a) a response under an approved Emergency Management British Columbia response task number;
- (b) a response under a mutual or automatic aid or service agreement;
- (c) a response to a request for assistance by BC Wildfire Services in relation to a wildfire or interface fire within the Regional District, including any incorporated municipality located therein;
- (d) where the Town Manager or designate, or in their absence, the Emergency Operations Centre Director, has given approval for extra-jurisdictional operations in accordance with the policies or guidelines of the Council of the Town;
- (e) in connection with the provision of assistance in a declared Provincial or local state of emergency within British Columbia; or
- (f) in any other circumstances where the Fire Department is conducting extra-jurisdictional activities as authorized under or in accordance with the Town's Fire Service Bylaw.

5.2 The Regional District recognizes that the Services provided by the Town are principally undertaken by individuals who are paid-on-call members. The Regional District acknowledges that the response to any particular incident within the Service Area may be adversely affected in circumstances where insufficient paid-on-call members turn out or

such turn out is delayed. The Regional District agrees that such a situation shall not constitute a breach of this Agreement.

- 5.3 The Regional District acknowledges and agrees that, for occupational health and safety reasons, the Department cannot cross private bridges in the Service Area unless the Town has received satisfactory evidence from a qualified engineering professional that such bridges are properly designed and capable of carrying the weight of the Department's apparatus, and are properly maintained. The Parties will cooperate to identify any such bridges in the Service Area, and the Regional District will inform property owners of the requirements for qualification and the limitation on the Services available to such property owners where unqualified bridges exist. Upon identification of any such bridges, the RDCK will apply its policy – "Bridges on Private Property in RDCK Fire Service Areas" (Policy 700-01-01, as same may be amended) – to such bridges and provide to the Town any information collected pursuant to such policy.

6.0 ALTERNATIVE WATER SUPPLIES

- 6.1 The Regional District and the Town each acknowledges the need for development of Alternative Water Supplies within the Service Area and the Parties agree to cooperate in the development of same on the following basis:
- (a) an Alternative Water Supply will be a source of water of not less than 10,000 US gallons suitable for use by the Fire Department in connection with delivering the Services and accessible and available year-round;
 - (b) the Parties will collaborate to identify appropriate sites within the Service Area as the locations for Alternative Water Supplies; provided, however, that the Regional District shall be responsible for making the final determination and accepting or rejecting any potential site;
 - (c) the Regional District is responsible for funding the development, operation and maintenance of Alternative Water Supplies within the Service Area, including, if necessary, the purchase or lease of the land necessary for same, as provided in Schedule D;
 - (d) following agreement between the Parties upon one or more appropriate sites and procurement of same by the Regional District, and subject to funding by the Regional District, the Town and the Regional District will collaborate on developing each Alternative Water Supply, and for the on-going operation and maintenance thereof, the cost of which will be billed to the Regional District as contemplated by Schedule D.
- 6.2 The Contract Managers will cooperate to develop a strategic plan in relation to Alternative Water Supplies in the Service Area, identifying the number required and best locations for such Alternative Water Supplies.

7.0 ANNUAL SERVICE FEE AND ALTERNATIVE WATER SUPPLIES FUNDING

7.1 In consideration for the provision of the Services by the Town to the Service Area, the Regional District shall pay an Annual Service Fee in accordance with this Article 7.0. The Annual Service Fee for 2022 shall be the amount of \$227,756.20; provided, however, that the amount to be paid to the Town for 2022 will be reduced by the amount actually expended by the Regional District to the date of this Agreement in accordance with the Operating Budget set out in Schedule C, in relation to the Department's operations since 1 January 2022. The amount of such expenditure shall be set out in a certificate signed by the RDCK's Contract Manager and dated the date of this Agreement. The 2022 Service Fee shall be paid by the Regional District to the Town on or before 31 August 2022.

7.2 The Annual Service Fee for each succeeding year of this Agreement may be increased by the Town, by an amount equal to the greater of the following:

- (a) the amount obtained by multiplying the prior year's Annual Service Fee by one percent (1%); or
- (b) the amount obtained by multiplying the prior year's Annual Service Fee by the percentage change in the CPI for prior calendar year.

The Town will notify the Regional District of the amount of the increase in the Annual Service Fee by 21 January in each calendar year, as well as the Statistics Canada CPI tables used for the purposes of any calculation made under paragraph 7.2(b). Except as provided in section 7.7, no other adjustment will be made to the Annual Service Fee during the Term of this Agreement.

7.3 The Town will invoice the Regional District for the Annual Service Fee on or before 15 February of each calendar year during the term of this Agreement commencing in 2023. Payment of such invoice by the Regional District is due on or before the last Business Day of August of each such year.

7.4 The Annual Service Fee includes an administration fee charged by the Town for the Service Area and is based upon the 2022 operating budget for the Service Area as set out in Schedule C, subject to the annual increase for CPI.

7.5 The Regional District is responsible for funding the development and on-going operation and maintenance of any Alternative Water Supplies. The Regional District will reserve funds for these purposes in accordance with Schedule D. Prior to the development of any Alternative Water Supply, the parties will enter into a separate development, operation and maintenance agreement. The Town will separately invoice for its costs related to the on-going operation and maintenance of the Alternative Water Supply in accordance with such separate agreement.

7.6 If the Regional District fails to pay any amount payable under this Agreement within the time specified therefor, then the amount of such late payment will incur interest at the rate of 1.5% per month, accrued and compounded monthly, for each calendar month or portion

thereof during which it remains unpaid. Notwithstanding the foregoing, the failure of the Regional District to pay any amount when due and owing constitutes a default under this Agreement.

7.7 Notwithstanding section 7.2, in the event of change in statutory or regulatory requirements that materially impacts the cost of delivering the Services, including any requirement to deliver expanded or increased services, the Town, on written notice to the Regional District specifying:

- (a) the statutory or regulatory change and its impact on the Services; and
- (b) the additional costs associated with meeting such statutory or regulatory change;

may increase the Annual Service Fee in relation to the Service Area to meet such increased cost, such increase to take effect commencing with the setting of the next Annual Service Fee increase under section 7.2 (such amount to be increased or prorated as required to address the actual timing of the impact of the statutory or regulatory change).

7.8 In the event that the Regional District disputes the impact of the statutory or regulatory change, or the quantum of the Service Fee increase identified in the notice delivered by the Town pursuant to section 7.7, the Parties shall settle the matter by applying the dispute resolution processes set out in Article 12.0.

8.0 CONTRACT ADMINISTRATION AND REPORTING

8.1 Each Party will designate one individual as a Contract Manager, who will be that Party's primary point of contact for all questions and issues relating to, and the general administration of, this Agreement and the provision of Services hereunder. The Town's Fire Chief will be the Contract Manager for the Town during the Term, unless the Town notifies the Regional District otherwise. The Regional District's Regional Fire Chief will be the Contract Manager for the Regional District during the Term, unless the Regional District notifies the Town otherwise.

8.2 The Town will, by 1 February during each year of the Term, prepare and deliver to the Regional District a written report containing a reasonably detailed description of the Services provided during the preceding calendar year, including details on:

- (a) the previous year's financial expenditures related to the Service Area;
- (b) total number of incidents in the Service Area broken down by event type;
- (c) major fire prevention activities during the previous year;
- (d) current roster details, including number of members regularly responding out of the Fire Hall and the members' respective training levels; and

(e) such other details as may be agreed in writing between each Party's Contract Manager.

8.3 On written request from the Regional District's Contract Manager, the Town will provide a report on specific incidents, or copies of financial or other records related to the Service Area or delivery of the Services, as may reasonably be requested.

8.4 The Contract Managers will meet not less than annually to review the delivery of the Services in the Service Area, including in such review the state of the capital assets in the Service Area and anticipated capital requirements as against available reserves.

9.0 INDEMNIFICATION AND INSURANCE

9.1 The Regional District indemnifies and saves harmless the Town and its elected officials, officers, employees and agents from and against all Claims which the Town may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligent act or omission of the Regional District or any breach by the Regional District of any of its obligations, representations, warranties or covenants under this Agreement, except to the extent that any such Claim arises in whole or in part by any negligent act or omission of the Town or any breach by the Town of any of its obligations, representations, warranties or covenants under this Agreement.

9.2 The Town indemnifies and saves harmless the Regional District and its elected officials, officers, employees and agents from and against all Claims which the Regional District may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligent act or omission of the Town or any breach by the Town of any of its obligations, representations, warranties or covenants under this Agreement, except to the extent that any such Claim arises in whole or in part by any negligent act or omission of the Regional District or any breach by the Regional District of any of its obligations, representations, warranties or covenants under this Agreement.

9.3 The Parties agree to each obtain and maintain a comprehensive general liability insurance policy against claims for bodily injury, including death, property damage or other loss arising out of the performance of the obligations of each of them under this Agreement or to include coverage for those matters within the insurance program for their other operations. Each policy or addition to their insurance program shall be written on a comprehensive basis with inclusive limits of not less than TEN MILLION DOLLARS (\$10,000,000) per occurrence or such higher limits as the Parties may agree from time to time. If this Agreement is terminated prior to the expiration of the Term, the Parties agree to maintain the respective policies for two (2) years after the date of such termination.

9.4 The Town will, at its own expense, during the entire term of this Agreement, maintain workers' compensation coverage for all individuals employed by the Fire Department, whether as career, work experience or volunteer/paid-on-call members.

9.5 The Town will, at its own expense, during the entire term of this Agreement, maintain appropriate automobile insurance on its owned or leased apparatus used in the provision of the Services, as required by the laws of the Province of British Columbia, and, where relevant, in accordance with the terms of any motor vehicle lease agreement. For certainty, this section 9.5 applies to the fire apparatus leased to the Town by the Regional District pursuant to Schedule E and Schedule F hereof, albeit the cost of such insurance is a cost properly attributable to the Service Area and will be included in the Annual Service Fee.

10.0 DEFAULT AND TERMINATION

10.1 If either Party is in breach of this Agreement, and such breach is not corrected within 30 days after written notice thereof has been provided by the other Party, the Party not in breach may terminate this Agreement, subject to the transition provisions set out in Article 11.0.

10.2 This Agreement may be terminated by either Party, for any reason, by such Party providing not less than 12 months' written notice to the other Party of its intention to so terminate or such other notice period as may be agreed in writing by the Parties. Any termination notice so delivered must take effect as of a calendar year-end (31 December).

11.0 TRANSITION ON TERMINATION

11.1 In the event that this Agreement terminates for any reason, the Parties will work cooperatively to transition the provision of the Services from the Town back to the Regional District, or to such other person as the Regional District may designate. Both Parties acknowledge and agree that, during the transition period, and before transition has been completed:

- (a) the continued provision of the Services to the Service Area during the transition period is essential and Town will use all commercially reasonable efforts to ensure the uninterrupted provision of the Services; and
- (b) during the transition period, the Regional District will continue to pay the costs and charges provided for hereunder in relation to the Services and the terms of this Agreement will apply until the transition is completed.

11.2 The transition contemplated by section 11.1 shall, among other things, include:

- (a) the re-assignment or novation of any service agreement under which the Town is, at the time of the transition, providing emergency response services to the Lower Kootenay Indian Band as a result of the service agreement assignment or novation contemplated by section 14.2;
- (b) the transfer from the Town to the Regional District of the employment of Fire Department paid-on-call or volunteer members who live in the Service Area and are regularly responding out of the Fire Hall; and

- (c) the termination of any leases, and return of capital assets (including transfer of ownership in the fire apparatus) associated with the Fire Hall.

12.0 DISPUTE RESOLUTION

- 12.1 The Parties acknowledge that they have a common goal of providing public service and will attempt to settle any differences arising in connection with the administration, operation or interpretation of this Agreement or delivery of the Services hereunder, amicably through discussion in good faith with a view to providing quality public service at a reasonable cost. In relation to any dispute or issue (a “Dispute”), the following escalation processes shall apply:
- (a) the Contract Manager of the Party raising the Dispute shall provide written notice to the other Contract Manager identifying with reasonable detail the matters of concern. The Contract Managers will then attempt to settle the Dispute between them;
 - (b) if the Contract Managers are unable to arrive at a mutually satisfactory resolution of the Dispute within 30 days of the provision of written notice under subsection 12.1(a) (or such shorter or longer period as they may mutually agree), the Dispute shall be escalated for consideration by the Town’s Chief Administrative Officer and the Regional District’s Chief Administrative Officer;
 - (c) if the Town’s Chief Administrative Officer and the Regional District’s Chief Administrative Officer are unable to arrive at a mutually satisfactory resolution of the Dispute within 30 days of its escalation to them under subsection 12.1(c) (or such shorter or longer period as they may mutually agree), the Dispute shall be resolved in accordance with section 12.2.
- 12.2 Disputes not capable of resolution through the processes provided under section 12.1 shall be submitted to arbitration pursuant to the *Arbitration Act*, S.B.C. 2020, c. 2, to a single arbitrator appointed jointly by the Parties.
- 12.3 No person shall be nominated to act as an arbitrator who is in any way financially interested in this Agreement or in the business affairs of either Party.
- 12.4 If the Parties cannot agree on the choice of any arbitrator, each Party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- 12.5 The award of the arbitrator shall be final and binding upon the Parties.
- 12.6 Each Party will bear its own costs in relation to its own participation in the arbitration, and share equally the costs of the arbitrator and ancillary or administrative costs related to running the proceedings.
- 12.7 The Town shall not interrupt or delay the provision of the Services as a result of any Dispute contemplated by this Article 12. In the event that the Dispute results in the

termination of this Agreement, the Termination Transition provisions in Article 11.0 shall apply.

13.0 FORCE MAJEURE

13.1 The Town shall not be responsible or liable in any way for any delays in or suspension of its obligations under this Agreement caused by: (a) acts of God; (b) restrictions, regulations or orders of any government authority or agency or subdivision thereof or delays caused by such authorities or agencies; (c) strikes or labour disputes; (d) fires or other loss of facilities; (g) acts of war (whether declared or undeclared), terrorism, sabotage or similar incidents or events; or (h) any other causes beyond the reasonable control, and not the result of the fault or neglect, of the Town (collectively, a “Force Majeure Event”).

13.2 Where there has been a Force Majeure Event:

- (a) the Town will take commercially reasonable steps to end, address and/or mitigate the effects of such Force Majeure Event; and
- (b) the Town and the Regional District will work collaboratively to develop the necessary work arounds to ensure the continued provision of the Services, to the extent possible, during the Force Majeure Event.

14.0 TRANSITIONAL PROVISIONS

Local Assistants to the Fire Commissioner

14.1 The Parties acknowledge and agree that the Canyon-Lister Fire Chief is currently the local assistant to the Fire Commissioner (the “LAFC”) for the Service Area. The Parties will cooperate to notify the Fire Commissioner, and seek the following:

- (a) confirmation of the continuation of the Canyon-Lister Fire Chief’s appointment as an LAFC in Service Area; and
- (b) the extension of the authority of the Town’s Fire Chief (and others designated by him or her) to act as an LAFC in respect of the Service Area, as well as each of the other Regional District fire service areas into which the Town provides fire protection services.

Lower Kootenay Indian Band Fire Service Agreement

14.2 The Parties acknowledge and agree that the Regional District provides fire protection and assistance response to the Lower Kootenay Indian Band (the “LKIB”), pursuant to an agreement dated 15 July 2019 (the “2019 Agreement”). This service is provided out of the fire hall located in the Service Area. The Town has notified the LKIB of the service

transition contemplated by this Agreement and received confirmation that the LKIB does not object to the assignment of the 2019 Agreement. As such, the Parties hereby agree:

- (a) the rights and obligations of the Regional District under the 2019 Agreement are hereby assigned to the Town with effect as of the date hereof; and
- (b) the Parties will cooperate to prepare and execute a novation agreement, to be entered into between the Town, the Regional District and the LKIB, following the effective date of this Agreement. The provisions of section 15.12 shall apply with respect to such novation.

Alterations to the Title and Status of the Canyon-Lister Fire Chief

- 14.3 The Parties agree that the Canyon-Lister fire chief shall retain his title following his transfer of employment from the Regional District to the Town; provided that, for operational purposes, the Canyon-Lister fire chief shall be considered an “Officer” in the Fire Department and shall, as an employee of the Town, be subject to the oversight, control and direction of the Town’s Fire Chief. In the event that the Town wishes to change the title applicable to the existing Canyon-Lister fire chief, or any person who may succeed him, the Town’s Contract Manager will first consult with the Regional District’s Contract Manager regarding such proposed change.

Fire Underwriters

- 14.4 The Parties will work cooperatively to inform the Fire Underwriters of the change in service provision contemplated by this Agreement, with a view to ensuring that the Fire Underwriters understand that, for fire suppression purposes, the Service Area will be treated as an extension of, and is fully integrated with, the Town’s ordinary fire protection service area. In the event that, for any reason, the Fire Underwriters determine that the rating for the Service Area is to be reduced from its current “Dwelling Protection Grade 3B” rating, the Contract Managers will consult on the matter and cooperate to try to address the issues which the Fire Underwriters have indicated adversely affected the Service Area’s rating.

Employment of Canyon-Lister Members and Officers

- 14.5 The Parties will work cooperatively to effect the transfer of employment of the members and officers in the Canyon-Lister Volunteer Fire Department from the Regional District to the Town. Such a transfer will include, among other things, contemporaneous termination and offer letters from the Regional District and Town respectively. The Parties will ensure that proper and comprehensive communication is undertaken with the affected members and officers.

15.0 GENERAL

Governing Law

15.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Severance

15.2 If any clause or portion of this Agreement is declared or held invalid for any reason, the invalidity does not affect the validity of the remainder of that clause or this Agreement, and the terms and provisions of this Agreement continue to be in force and in effect and are to be construed as if the Agreement had been executed without the invalid portion.

Amendments

15.3 This Agreement may not be modified or amended except with the written agreement of both of the Parties.

No Agency

15.4 Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint venture among or between the Parties hereto.

Notices

15.5 Any notice or other communication required or permitted to be given hereunder, other than an emergency notice given under section 15.6, will be in writing and will be given by the delivery or rendering thereof to the relevant addressee by hand, by prepaid first-class mail, by facsimile transmission or by email transmission, to the address and contact details as set out below:

(a) If to the Town:

238 10TH Avenue North,
PO Box 1339,
Creston, British Columbia V0B 1G0

Attention: Jared Riel, Fire Chief
Email Address: jared.riel@creston.ca

(b) If to the Regional District

PO Box 590,
202 Lakeside Drive,
Nelson, British Columbia V1L 5R4

Attention: Nora Hannon, Regional Fire Chief
Email Address: nhannon@rdck.bc.ca

Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission or by email. Each Party will notify the other Parties of any change of address or contact details.

Emergency Notices

15.6 In the event that a Party needs to contact the other Party as a result of an emergency impacting the Services or the Service Area, including in circumstances where an event of force majeure has been or may be declared by the Town, the following process will apply:

- (a) the Regional District may contact, by telephone, the Town's Contract Manager at 250 402 8295 or duty officer at (or such other number or numbers as the Town may notify to the Regional District from time to time); and/or
- (b) the Town may contact, by telephone, the Regional District's Contract Manager at 250 352-8198, or failing reaching such individual, the Regional District Duty Officer 250 352 -1533 (or such other number or numbers as the Regional District may notify to the Town from time to time).
- (c) Each Party's respective Contract Manager will be responsible for ensuring that that Party's contact numbers and positions identified in this section 15.6 remain up-to-date and correct.

Entire Agreement

15.7 This Agreement, in conjunction with the Leases contemplated hereby in the form set out in Schedule F, contain the entire agreement among the Parties hereto with respect to the subject matter hereof and replaces and supersedes all previous agreements between the Parties relating to the subject matter hereof.

Assignment

15.8 This Agreement may not be assigned by a Party without the written consent of the other Party.

Binding Effect

15.9 This Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Waiver

15.10 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

Remedies Cumulative

15.11 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity

Other Documents

15.12 Each Party will perform any act and execute and deliver any document reasonably required by any other Party, to carry out the terms of this Agreement in accordance with the true intent and meaning hereof.

Execution in Counterparts

15.13 This Agreement may be signed by the Parties in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

Termination of Other Agreements

15.14 The automatic aid agreement entered into between the Town and the Regional District dated January 1, 2014, pursuant to which automatic aid for certain classes of emergency responses have been agreed to be provided by and between the various fire services identified therein, is hereby terminated.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first written above.

The **Regional District of Central Kootenay** has executed this Agreement by its authorized signatories, at _____, British Columbia.

Name:
Position:

Name:
Position:

The **Town of Creston** has executed this Agreement by its authorized signatories, at Creston, British Columbia.

Name:
Position:

Name:
Position:

Schedule A Services

The Services provided by the Town under this Agreement comprise the following:

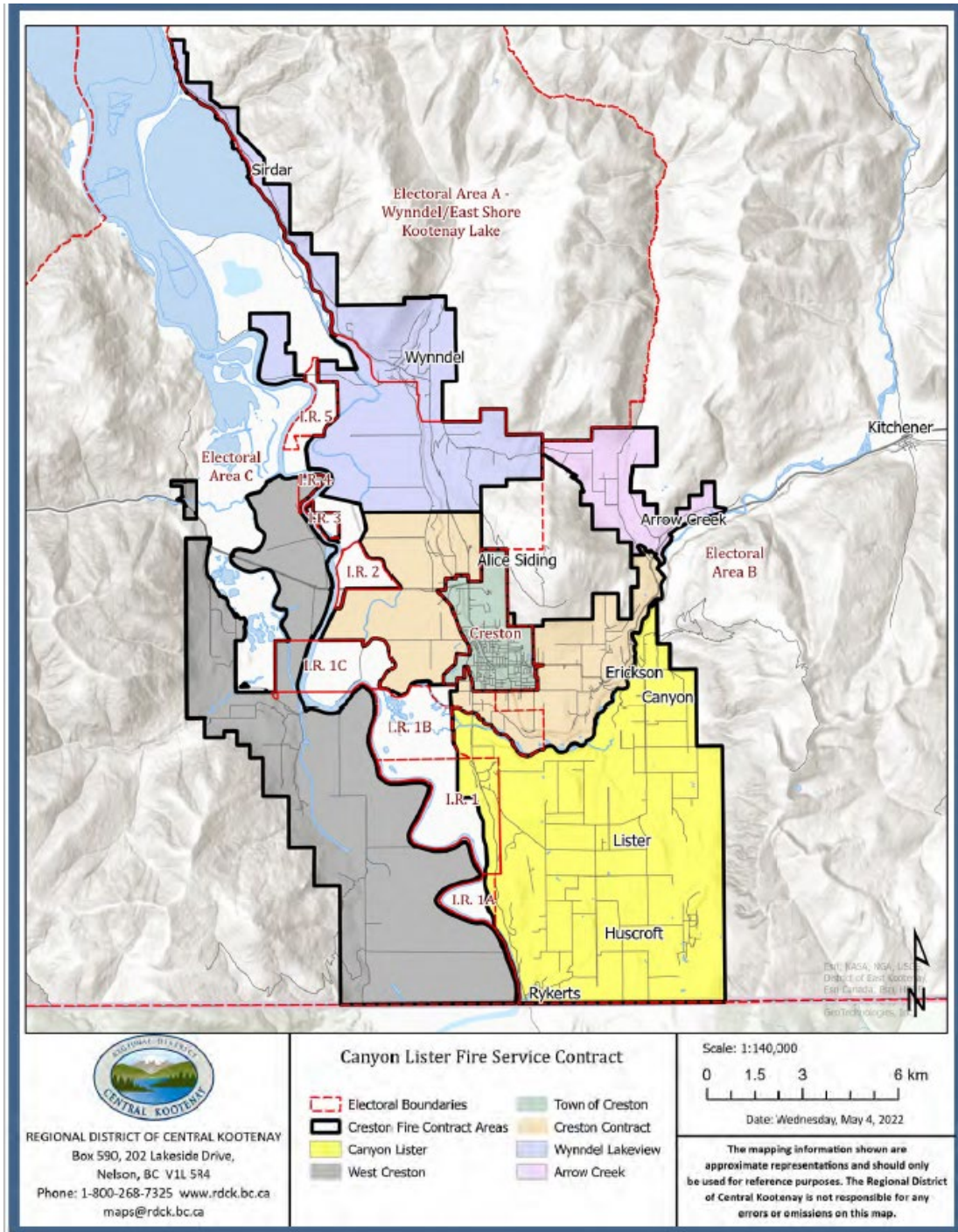
1. the Town will provide the following fire protection, fire prevention and ancillary services in the Service Area:
 - 1.1. fire suppression, including interface fire responses;
 - 1.2. fire and life safety education;
 - 1.3. fire inspections upon complaint as contemplated by the *Fire Services Act* (and, for greater certainty, not including inspections contemplated by sections 26 and 36 of that Act);
 - 1.4. fire investigations as required by the *Fire Services Act*;
 - 1.5. hazardous material responses (subject to training and, in any event, to a maximum of "operations level" within the meaning of National Fire Protection Association, *NFPA 472: Standard for Competence of Responders to Hazardous Materials, Weapons of Mass Destruction Incidents* (current edition));
 - 1.6. subject to section 3.3 of this Agreement, First Responder (Medical Assist) / Ambulance Assist subject to any agreement with the BCEHS;
 - 1.7. technical rescue, including auto extrication and rope rescue, to the same standard provided within the Town;
 - 1.8. enforcement of the portions of the *Fire Services Act* and Fire Code applicable to the Service Area; and
 - 1.9. enforcement of the Operational Bylaw;
2. the operation and maintenance of the fire apparatus and equipment identified in Schedule E of this Agreement, including periodic testing required by National Fire Protection Association standards and the *Workers Compensation Act* and regulations made thereunder;
3. the operation and maintenance of the Fire Hall in accordance with the lease agreement with the Regional District as contemplated by the form of lease attached as Schedule F of this Agreement;
4. development, operation and maintenance of any Alternative Water Supplies developed during the term of the Agreement, in accordance with the terms of any agreement relating thereto;
5. the administration of the Canyon-Lister structure protection units, including management of invoicing and expenses therefor as provided in Schedule E;

6. the recruitment and training of new members in the Service Area; and
7. reporting on the Services provided in accordance with this Agreement.

Schedule B

Ordinary Jurisdiction

The Ordinary Jurisdiction of the Department, including the Canyon-Lister Service Area, is shown in the map below. For certainty, the Ordinary Jurisdiction includes the lands covered by the agreement with the Lower Kootenay Indian Band described in section 14.2 and responses under Bylaw No. 1142.



Schedule C

2022 Operating Budget

Salaries	70,000.00
Benefits	4,200.00
Employee Health & Safety	15,000.00
Employee Incentives	4,000.00
Travel	1,500.00
Education & Training	20,000.00
Memberships, Dues & Subscriptions	1,200.00
Admin, Office Supplies & Postage	3,500.00
Communication	4,040.00
Advertising	1,000.00
Insurance	12,241.20
Contracted Services	5,039.00
Repairs & Maintenance	10,000.00
Operating Supplies	2,500.00
Equipment	20,200.00
Radio Equipment	5,000.00
Utilities	6,565.00
Vehicles	14,000.00
Transfer to Other Service - IT Fee	4,810.00
TOC Administration of Service	22,961.00
TOTAL	227,756.20

Schedule D

Funding and Development of Alternative Water Supplies

- 1.0 The Regional District will establish and maintain a fund for the Service Area for purposes of funding the development, operation and maintenance of one or more Alternative Water Supplies in each Service Area, including, if necessary the cost of purchasing or leasing land required for the siting of such Alternative Water Supplies.
- 2.0 The amount of \$8,000 will be collected annually from taxation and paid by the Regional District into a fund for the purpose of developing, operating and maintaining one or more Alternative Water Supplies in the Service Area, to a maximum of \$40,000 in the aggregate during the Term or any renewal of this Agreement.
- 3.0 In relation to the development of an Alternative Water Supply in the Service Area, the Parties will enter into a separate development, operation and maintenance agreement, covering both the initial capital cost of the development of such Alternative Water Supply, and the on-going operating and maintenance expenses associated therewith.
- 4.0 In the event that: this Agreement is renewed as contemplated by section 2.2 of the Agreement, and no Alternative Water Supply is developed three years of any renewal term, or the Parties cannot reach an agreement relating to the development, operation or maintenance of same, the Regional District, subject to the *Local Government Act*, may apply the funds collected to the Service Area as it deems appropriate or necessary.
- 5.0 Notwithstanding section 4.0 of this Schedule D, the Regional District may continue to hold such funds for the purposes of developing, operating and maintaining Alternative Water Supplies in the Service Area, subject to the provisions of the *Local Government Act*.

Schedule E

Fire Apparatus and Equipment

1.0 GENERAL

- 1.1 This Schedule E identifies the fire apparatus (the “Apparatus”) and equipment (the “Equipment”) required for delivery of the Services out of the Fire Hall.
- 1.2 Ownership of the Equipment identified in this Schedule E remains with the Regional District. The Regional District is responsible for replacing such Equipment as required to meet Fire Underwriters’ standards and the standards and requirements of WorkSafe BC. By this Agreement, the Regional District grants to the Town the right to use the Equipment (and any replacement Equipment) in connection with the provision of the Services.
- 1.3 The Apparatus (and any replacement Apparatus) will be leased to the Town by the Regional District pursuant to the form of vehicle lease agreement attached as part of Schedule F. The Apparatus subject of each lease will be transferred to the name of the Town, and insurance thereon and maintenance thereof shall be the responsibility of the Town in accordance with section 9.5 of this Agreement. Upon termination of this Agreement, the Apparatus leases shall also terminate and the Town shall transfer the Apparatus back to, or to the direction of, the Regional District as part of the transition process contemplated under Article 11.0. The Regional District is responsible for replacing such Apparatus as required to meet Fire Underwriters’ standards and the standards and requirements of WorkSafe BC.
- 1.4 The Town is responsible for regular maintenance of the Apparatus and Equipment in accordance with the relevant manufacturers’ instructions, WorkSafe BC requirements, applicable Provincial and Federal law, and best practices in the fire services. The Town will provide the Regional District’s Contract Manager with reports on the maintenance and repair processes associated with the apparatus and equipment upon request.
- 1.5 The Town is also granted authority to use the structure protection units (the “SPUs”) described in this schedule, in accordance with and subject section 4.0 of this Schedule E.

2.0 APPARATUS AND EQUIPMENT

- 2.1 The Regional District shall, at minimum, own and make available to the Town the following Apparatus (which shall include command and ancillary vehicles) to provide to the Services:

Vehicle Type: Engine

Year:	2000
Make:	International
Model:	Pumper
VIN:	1HTSDADR4YH231608
Colour:	Red
No. Cyl.	V8
Mileage:	44867KM
Pump	1050
Water Capacity	3200L
Foam Capacity	
Condition	Good

Vehicle Type: Water Tender

Year:	2011
Make:	Freightliner
Model:	Tender
VIN:	1FVACYBS9BHA95727
Colour:	Red
No. Cyl.	V8
Mileage:	17910KM
Pump Type/Capacity	650
Water Capacity	6000L
Condition	Good

Vehicle Type: Brush Truck

Year:	2008
Make:	Ford
Model:	F550
VIN:	1FDAW57Y18EC70182
Colour:	Red
No. Cyl.	V10
Mileage:	20458KM
Pump Type/Capacity	High Pressure
Water Capacity	350 imperial gallons
Condition	Good

Vehicle Type: Supply Truck

Year:	2002
Make:	GMC
Model:	Savannah
VIN:	1GDJG31R221184350
Colour:	RED
No. Cyl.	V8
Mileage:	48347KM
Pump Type/Capacity	N/A
Water Capacity	N/A
Condition	Good

Vehicle Type: Command Vehicle 1

Year:	2007
Make:	Chevrolet
Model:	Silverado 1500
VIN:	2GCEK137271164831
Colour:	White
No. Cyl.	V8 Gasoline
Mileage:	288600KM
Condition	End of Life

Vehicle Type: Command Vehicle 2

Year:	2017
Make:	Ford
Model:	F350 Crew Cab
VIN:	1FT8W3BT0HEE89427
Colour:	White
No. Cyl.	V8 Diesel
Mileage:	41538KM
Condition	Good

Vehicle Type: Command Vehicle 3

Year:	2019
Make:	Ford
Model:	F350 Crew Cab
VIN:	1FT8W3BT6KED05275
Colour:	White

No. Cyl.	V8 Diesel
Mileage:	32892KM
Condition	Good

Vehicle Type: Command Vehicle 4

Year:	2017
Make:	Ford
Model:	F150 Crewcab
VIN:	IFTFWIEG6HKC78227
Colour:	White
No. Cyl.	Gasoline
Mileage:	53000KM
Condition	Good

Vehicle Type: Structure Protection Trailer

Year:	2007
Make:	Starlight
Model:	Van Trailer Heavy SPU Type 2
VIN:	46YCP202671079559
Colour:	White
No. Cyl.	N/A
Mileage:	N/A
Condition	Good

Vehicle Type: Structure Protection Trailer

Year:	2018
Make:	Royal
Model:	Type 3 SPU Box Trailer Heavy
VIN:	2S9FL3369J1041307
Colour:	White
No. Cyl.	N/A
Mileage:	N/A
Condition	Good

Vehicle Type: UTV

Year:	2019
Make:	Kawasaki
Model:	Mule Wheeled ATV
VIN:	JKBAFSJ11KB508528
Colour:	Brown
No. Cyl.	Unknown
Mileage:	Unknown
Condition	Good

Vehicle Type: Flatdeck Trailer

Year:	2019
Make:	Southland
Model:	Flatdeck Trailer
VIN:	2SFFB3319K1044410

Colour:	Black
No. Cyl.	N/A
Mileage:	N/A
Condition	Good

2.2 The Regional District shall provide the following fire equipment to be utilized by the Town for the provision of the Services during the duration of this Agreement:

Bay - Engine 51

Item	Qty
Hose Bridge	1
Electrical Cords	4
Yamaha 4000w Generator	1
Chain Saw	1
Chainsaw safety gear and helmet	1
Gas can	1
Tire chains	2
Float Strainer	1
Class A Foam	2
Extention Ladder	1
Roof Ladder	1
2 1/2 " Rubber Hose 50'	2
2 1/2" Hose 50'	7
1 1/2" Wildfire Nozzles	11
2 1/2" Nozzles	4
Cylinders	6
Airpacks	6
Scene Lights	4
RIT Kit	1
Hydrant Kit	1
Pulaski	2
3" Fire Hose 50'	16
2 1/2" Fire Hose 50'	10

Bay - Supply 51

Item	Qty
Cylinder	20
Turnout Gear - Sets	17
SCBA - Packs and cylinders	6

Motorola Radios	4
Wildland Helmets	15
SCBA - Masks	11
Pelican Light	1
Generator	1
Scene lights	2
Lifepak Defibrilator	1
Small O2 Cylinder	1
Emergency oxygen pack	2
GMC Cube Van 2002	1
Cordless Drill	1
Irwin Air Cylinder Refill Station	1
LG Washing Machine	1
3M Full Facepiece	2

Bay - Tender 51

Item	Qty
Turnout Gear - Sets	8
Wildland Coveralls	7
WASP Sprinkler Sets	27
Tender	1
Drop Tank	1
Volume Pump	1
Gas Trimmer	1
Fridge	1
Hose Dryer	1
Air Compressor	1
Ladder	1
Hydrant bag	1
2 1/2" 50' Hose	8
Lockers	23
Hard Suction 4"	1
Nozzles	2
Floating strainer	1
Sinking strainer	1
Wildfire nozzle	1
Traffic Cones	4

Bay - Brush 51

Item	Qty
Smoke Machines	2

Hose Tester	1
1 1/2" Nozzles	2
Welder	1
Snow Blower	1
Hose Washer	1
Pressure Washer	1
Compressor	1
Wildland Helmet - Red	3
1 1/2" 50' Hose	24
Structure Helmets	19
Econo Hose 50'	100
Shindowa Pumps	2
Honda Pumps	3
1 1/2" 100' Forestry Hose	100
1 1/2" 50' Forestry Hose	16
1000 Gallon Pumpkin	1
High Vol	2
2 1/2" Hose 50'	2
Kawasaki 2018 Mule Pro-FXT Side by Side	1
16' Car Hauler Trailer	1
Structural Boots Sets	20
Structural Jackets	2
Structural Pants	8
Life Jackets	5
Throw Ropes	5
Rescue Helmets	5
Wildland Helmets	17
Wildland Boots Sets	18

3.0 CANYON-LISTER STRUCTURE PROTECTION UNITS

3.1 The Regional District will make available the following structure protection units (“SPUs”) for deployment out of the Fire Hall:

- (a) SPU Trailer – Type 2, equipped as follows:
- (b) As per OFC 2022 requirements SPU Trailer – Type 3, equipped as follows:
- (c) As per OFC 2022 requirements 1 - 2018 Ford F-350 Pick Up [add VIN & details];
- (d) 1 - 2019 Ford F-350 Pick Up [add VIN and details]
- (e) 1 - 2018 Kawasaki Side by Side ATV & trailer unit

- 3.2 The Town will administer and control the deployment of the SPUs, and may authorize the deployment of any one SPU and trained personnel outside of the boundaries of the Regional District, in relation to a request from the Office of the Fire Commissioner or BC Wildfire Service, such deployment to be compensated based on the Provincial rates then in effect for such equipment and personnel. The second SPU will not be contemporaneously deployed outside of the Town's Ordinary Jurisdiction without the written consent of the Regional District Contract Manager.
- 3.3 The Town will administer all invoicing and expenses related to the provision of the SPUs and trained personnel.
- 3.4 The net revenue received from any SPU deployment, after payment of expenses including salaries for personnel and the Town's administration fee, shall be paid by the Town to the Regional District and held in a specified Regional District reserve fund named "S130 Fire Protection Area B (Canyon-Lister) Reserves". Net revenue shall be calculated as follows:

$$GR - (OE + \text{Admin. Fee}) = \text{Reserve Contribution};$$

Where:

GR is the gross revenue received in consideration of a deployment;

OE are the operating expenses associated with the SPU deployment, including fuel, wages, accommodations, meals, and equipment repair.;

Admin. Fee is an amount equal to 3% of the GR, to be retained by the Town; and

Reserve Contribution is the amount paid into to the reserve fund provided for in this section 4.4 of this Schedule E.

4.0 APPARATUS AND EQUIPMENT REPLACEMENT

- 4.1 The Regional District agrees that the Apparatus and Equipment listed in this Schedule E, other than in relation to the SPUs, will be replaced by the Regional District as required by the *Workers Compensation Act* and regulations made thereunder, the standards set by the National Fire Protection Association guidelines, and as otherwise contemplated by this Agreement.
- 4.2 Where the Apparatus or Equipment is damaged or destroyed as a result of the wilful misconduct of the Town, or any officer, employee, volunteer or agent thereof, the Town will be liable for the cost of replacing or repairing such Apparatus or Equipment.

5.0 APPARATUS AND EQUIPMENT RETURN UPON TERMINATION

- 5.1 The Town and Regional District agree that, upon termination of this Agreement, the Apparatus and Equipment listed in this Schedule E, including the SPUs, shall be returned to the Regional District (subject to ordinary wear and tear from use). Any leases or use agreements shall be terminated and, if required, the Town shall transfer the Apparatus back to the name of the Regional District.

Schedule F

Forms of Lease Agreements

The following schedule outlines the principal terms that will govern the Town's lease of the two Fire Halls from the Regional District and lease of the fire apparatus identified in Schedule E.

The terms contained in these forms of lease are not specifically incorporated into, or to affect the interpretation of, this Agreement.

When executed by the Parties, each of the leases, by its terms, is a subordinate document to this Agreement and if there is any conflict between the terms of a lease and the terms of this Agreement, the terms of this Agreement shall prevail.

The following forms of lease are part of this Schedule F:

- Fire Hall Lease; and
- Fire Apparatus Lease.



Regional District of Central Kootenay

Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4
Phone: (250) 352-6665 or 1-800-268-7325
Fax: (250) 352-9300
E-mail: rdck@rdck.bc.ca

LEASE AGREEMENT

File #: 2022-064

THIS LEASE AGREEMENT executed in duplicate and dated for reference the:

_____ day of _____, 2022.
(Day) (Month) (Year)

<p>REGIONAL DISTRICT OF CENTRAL KOOTENAY (hereinafter called the "RDCK") A Regional District established under the <i>Local Government Act</i> and at the following address: Box 590, 202 Lakeside Drive Nelson, BC V1L 5R4 Telephone: (250) 352-6665</p>	<p>AND</p>	<p>The Town of Creston (hereinafter called the "Town") A Town duly incorporated under the laws of the Province of British Columbia, having an office at: 238 10TH Avenue North, PO Box 1339, Creston, British Columbia, V0B 1G0 Telephone: (250) 428 2214</p>
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WHEREAS:

- A. The RDCK owns the real property and Fire Hall situate thereon located at 2850 Lister Road, Creston, Province of British Columbia, V0B 1G2, more particularly known and described as: LOT A DISTRICT LOT 812 KOOTENAY DISTRICT PLAN EPP78263 (collectively, the "Property");
- B. The RDCK and the Town have entered into the Fire Service Agreement and this Lease is being entered into in connection with that agreement;
- C. In connection with the provision of services under the Fire Services Agreement by the Town, the RDCK wishes to lease the Property, including the Fire Hall, to the Town; and
- D. The RDCK agrees to lease the Property herein described to the Town on the terms and subject to the conditions set out herein;

NOW THEREFORE THIS AGREEMENT evidences that, in consideration of the mutual premises herein contained, the payment the Rent as contemplated hereby, and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which each party acknowledges), the parties covenant and agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

- 1.1 In this Lease, including in the recitals hereto, the following capitalized terms shall have the following respective meanings:
- (a) “**Business Day**” means any day other than Saturday or Sunday or other day that is defined as a holiday in the *Interpretation Act*, [RSBC 1996], ch. 238 (as amended);
 - (b) “**Commencement Date**” has the meaning defined in section 2.1 of this Lease;
 - (c) “**Fire Hall**” means the structure located on the Property, with a civic address of 2850 Lister Road, Creston, British Columbia, V0B 1G2, as such structure exists as of the date of this Lease, such Fire Hall being approximately 4,000 square feet in area, located as indicated on such sketch plan;
 - (d) “**Fire Services Agreement**” means the service agreement of even date herewith entered into between the parties, in relation to the provision of fire protection, fire prevention and other emergency response services by the Town into the local service area established by the Regional District, in which service area the Property is situate;
 - (e) “**Leasehold Improvement**” means any improvements made by the Town to the Property, including the Fire Hall;
 - (f) “**Major Repair**” means any major repairs, capital costs or replacements of the Fire Hall and/or to other parts of the Property, exceeding \$5,000 in value individually or \$10,000 cumulatively in any year of the initial and any renewal Term required by reasonable wear and tear and damage by fire, lightning and tempest or other casualty against which the RDCK is insured;
 - (g) “**Property**” has the meaning ascribed thereto in the recitals to this Lease, and for certainty includes the real property and the Fire Hall situate thereon;
 - (h) “**Rent**” has the meaning defined in section 3.1 of this Lease;
 - (i) “**Renewal Term**” means the period of any renewal of this Lease as contemplated by section 2.1 of the Lease;
 - (j) “**Term**” means the period from the Commencement Date until the Termination Date as defined in section 2.1 of this Lease; and
 - (k) “**Termination Date**” has the meaning defined in section 2.1 of this Lease.
- 1.2 **Interpretation** – Wherever the singular or masculine or neuter is used in this Lease, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.
- 1.3 **References to the Town** – Any reference to the “Town” includes, where the context so requires or permits, subtenants and occupants of the Town, and employees, volunteers, agents, licensees and invitees of the Town and all others over whom the Town may reasonably be expected to

exercise control, and any default in observing or performing the Town's obligation by any such person, will be deemed to be defaults of the Town.

- 1.4 **Captions** – The captions and headings appearing in this Lease have been inserted for reference and as a matter of convenience and do not define, limit or enlarge the scope or meaning of this Lease or any section hereof.
- 1.5 **Priority** – The parties acknowledge and agree that this Lease has been entered into in connection with the Fire Services Agreement, and that use of the Property, including the Fire Hall, is a prerequisite for the delivery of services by the Town to the RDCK under the Fire Service Agreement. It is the intention of the parties that this Lease, unless otherwise specifically agreed in writing, shall be coterminous with the Fire Service Agreement. In the event of a conflict or inconsistency between a provision in the Fire Service Agreement and this Lease, the Fire Service Agreement provision shall prevail to the extent of the conflict or inconsistency.
- 1.6 **Schedules** – The following schedules are attached to and form part of this Lease:
 - (a) Schedule A – Property; and
 - (b) Schedule B – Terms and Conditions for Use of Property.

ARTICLE 2 - DEMISE AND TERM

- 2.1 **Demise, Term and Renewal** – The RDCK hereby demises and leases to the Town the Property for a term commencing as of the date first written above (the "Commencement Date") to and including 11:59 pm on 31 December 2023, or such earlier or later date as may be determined by the mutual agreement of the parties or in accordance with this Lease (the "Termination Date"), to have and to hold for the initial and any renewal Term as the tenant, and the Town does hereby accept the demise and lease of the Property, all subject to the covenants, conditions and agreements herein contained. This Lease shall automatically renew on the terms herein contained, in the event that the Fire Service Agreement between the parties is renewed, such renewal term to be the term of such renewed Fire Service Agreement.
- 2.2 **Quiet Enjoyment** – Subject to this Lease, the Town will and may peaceably hold and enjoy the Property during the initial and any renewal Term without interruption or disturbance by the RDCK or any person lawfully claiming under the RDCK.
- 2.3 **Early Termination** – The parties agree that this Lease shall terminate prior to the end of the initial Term, or the end of any renewal Term, where the Fire Services Agreement has been terminated by either party or by agreement between the parties. Where the Fire Services Agreement has been so terminated, this Lease will terminate with effect upon completion of the service transition processes set out in the Fire Services Agreement.

ARTICLE 3 - RENT

- 3.1 **Rent** – The Town shall pay to the RDCK the amount of \$10.00 for the initial Term due and payable within 30 days of the date of this Lease (the "Rent"). In the event that this Lease is renewed as a result of the renewal of Fire Service Agreement as contemplated by section 2.1, the amount of \$10 shall be paid by the Town as Rent for each such renewal Term.

- 3.2 **Property Accepted “As Is”** – The Town accepts the Property “as is” and acknowledges that the RDCK has made no representations or warranties respecting Property, including the Fire Hall situate thereon.
- 3.3 **Net Lease** – Except as otherwise provided in this Lease, it is the intention of both parties that this is a “net lease” and that all expenses, costs and payments incurred in respect of the Property and any other improvement to the Property or anything affecting the Property, shall be borne by the Tenant, in addition to the Tenant’s obligation to pay Rent and otherwise abide by the terms of this Lease and the Contract.
- 3.4 **Taxes and Fees** – The Town shall pay to RDCK all taxes, charges, levies and other fees, including Goods and Services Tax, or any replacement tax, which may be payable in respect of this Lease.
- 3.5 **Utilities and Janitorial** – The Town shall pay all charges for water and wastewater utilities, electrical utilities, gas utilities, garbage removal, janitorial, telecommunication services, and internet services rendered in respect of the Property, as they become due.

ARTICLE 4 - USE OF PREMISES

- 4.1 **Assigning and Subletting** – Except as expressly permitted in this Lease, the Town shall not assign this Lease in whole or in part and shall not sublet all or any part of the Property without the Town obtaining the prior written consent of the RDCK in each instance with such consent not to be unreasonably withheld. In requesting the RDCK’s consent to an assignment, sublease, or license of the Property, the Town must provide the RDCK with all information requested by the RDCK. The Town must, if required by the RDCK, enter into sub-leases, assignment agreements or licences of the Property on terms the required by the RDCK, including requirements for insurance and indemnities. No assignment by the Town will release the Town from its obligation to observe or perform the Town’s obligations under this Lease.
- 4.2 **Use of the Property**– The Town covenants and agrees that:
- (a) the Town will use the Property only for the purpose of operating a fire and emergency response service as contemplated under the Fire Services Agreement, including, without limitation, training, emergency service administration, and operations. This use may include the hosting of social events for members and officers who regularly respond out of the Fire Hall, and their families and guests, as well as public open houses in connection with fire service recruitment and fire prevention, educational, fundraising and similar activities. The Fire Hall may also be used during the activation of the RDCK or Town emergency plan, to house emergency operations, including emergency social services or to act as a muster or evacuation point; and
 - (b) for greater certainty, the Town agrees that the Property will not be used for any other purposes unless the Town obtains the prior written approval of the RDCK.

ARTICLE 5 - TOWN'S REPRESENTATIONS AND UNDERTAKINGS

- 5.1 **Legal Status** – The Town represents, warrants and agrees that:
- (a) it has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Lease; and
 - (b) it has the power and capacity to enter into and carry out the transactions provided for in this Lease.
- 5.2 **Construction** – The Town may, if the Town is not then in default under this Lease and with the prior written consent of the RDCK, undertake improvements, construction or renovations of the Property. In giving its consent, the RDCK may impose any conditions, including, without limitation, location requirements, use restrictions, financial restrictions, insurance requirements and security obligations.
- 5.3 **Reverter** – The Town acknowledges that in the event the Lease is terminated for any reason, all improvements on the Property, past and present, shall become the property of the RDCK.
- 5.4 **Permits Required** – The Town acknowledges that, prior to undertaking any improvements, construction or renovations of the Property, the Town must obtain a building permit and comply with all other RDCK bylaw requirements regarding construction and development.
- 5.5 **Compliance with Laws** – The Town will at all times during the Term and any Renewal Term use and occupy the Property in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.
- 5.6 **Zoning** – Without limiting section 5.5, the Town acknowledges that the Town must not use the Property or permit a use in breach of the RDCK's applicable zoning bylaws.
- 5.7 **No Nuisance** – The Town will make reasonable efforts to not, at any time during the initial Term or any renewal Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Property or any part thereof any noisy, noxious or offensive art, trade, business, occupation, or event and, the Town will not carry on, or suffer or permit to be carried on, any act, matter or thing which will or may constitute a nuisance or an unreasonable annoyance to the RDCK, or to any occupant of premises in the vicinity of the Property or to the public generally. The RDCK acknowledges that there is an inherent potential for noise arising from the use of the Property for fire service and emergency response purposes, including the training of fire department members, and agrees that such use shall not constitute a nuisance within the meaning of this section 5.7.
- 5.8 **Liens and Judgments** – The Town will not permit any liens, judgments or other charges to be registered against the Property and/or the Fire Hall, except those charges permitted in writing by the RDCK. Unless otherwise agreed in writing, if any lien, judgment or other charge is registered

as a result of any action or inaction on the part of the Town, the Town will obtain its discharge within 30 days of said registration.

- 5.9 **Filing Notice of Interest** – Throughout the initial Term and any Renewal Term, the RDCK is entitled to file a Notice of Interest pursuant to the *Builders Lien Act, SBC 1997, c. 45* as amended or re-enacted, in the appropriate Land Title Office against title to the Property and/or the Fire Hall situate thereon.
- 5.10 **Repairs and Maintenance** – Throughout the initial Term and any Renewal Term:
- (a) at its own expense, the Town shall undertake day-to-day repairs and maintenance and keep the Property, including the Fire Hall, in a state of good repair as a prudent owner would do;
 - (b) the RDCK will be responsible for Major Repairs to the Fire Hall and, as required, to other portions of the Property, to keep the Fire Hall and other portions of the Property reasonably fit for use in connection with the delivery of fire protection and emergency response services by the Town; and
 - (c) all repairs by either party will be in all respects to a standard equal to or greater than the original work and material in the improvements, and will meet the requirements of the British Columbia *Building Code* and the British Columbia *Fire Code*, and any other statutory or regulatory requirements, in each case as same may apply to an emergency response facility (as such term is defined in the *Building Code*).
- 5.11 **Major Repairs** – The Town and the RDCK shall consult on the scheduling and management of any Major Repairs, to minimize the disruption of such Major Repairs on the provision of fire and emergency response services out of the Fire Hall and/or the Property.
- 5.12 **Repair According to Notice** – Without restricting the generality of section 5.10, the Town will do all repairs and maintenance that it is obliged to do pursuant to section 5.10 promptly upon notice from the RDCK. If the Town does not perform all repairs and maintenance promptly upon notice from the RDCK, the RDCK reserves the right but will not be obliged to enter the Property to restore the Property and/or any Leasehold Improvements back to a state of good repair. The Town will pay to RDCK, on demand, the RDCK's cost of so doing.
- 5.13 **Public Safety** – The Town shall take all reasonable precautions to ensure that safety of persons using the Property.
- 5.14 **Waste** – The Town will not commit, suffer, or permit any wilful or voluntary waste, spoliation or destruction of the Property
- 5.15 **Right to Inspect** – The Town shall permit the RDCK to enter the Property at all reasonable times to determine if the Town is complying with all its obligations, covenants and agreements under this Lease.
- 5.16 **WorkSafe BC Coverage** – If required by law, the Town will, ensure that all workers, employees, and volunteers working at or operating out of the Property will have appropriate WorkSafe BC coverage, and shall ensure that any other persons engaged in any work or service on or in respect

of the Property, for whom the Town is responsible or who have been contracted by the Town to undertake or provide any service, maintenance or repair work on the Property, have the required WorkSafe BC coverage, in each case where the lack of such coverage would create a lien claim on the Property or the leasehold interest.

5.17 **Environmental Contamination** –The Town will at all times and in all respects comply with and abide by the requirements of all applicable Federal, Provincial or Regional District statutes, bylaws, regulations, orders and guidelines, which deal with environmental protection and safety and any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, and hazardous material or hazardous substance. Without limiting the foregoing, the Town will comply with the following provisions:

- (a) the Town will comply with any and all duties, obligations or liabilities under any relevant law in respect of the Property, including but not limited to any costs, expenses or liabilities for any remedial action for any pollution of the Property caused by the Town during the initial Term and any Renewal Term;
- (b) the Town must provide the RDCK with immediate notice of any condition on the Property that may result in any fines, penalties, orders, proceedings, investigations, litigation or enforcement proceedings, made or threatened by any third parties or governmental agencies upon becoming aware of such condition. For the purposes of this Lease, the notice is to be provided to the RDCK Regional Fire Chief; and
- (c) the Town must provide the RDCK with immediate notice in writing, upon the Town becoming aware of any contamination of the Property.

ARTICLE 6 - INSURANCE AND INDEMNITY

6.1 **Insurance** – The parties agree as follows:

- (a) the RDCK shall be responsible for and pay for all fire and other property damage insurance in respect of the Fire Hall;
- (b) subject to subsection 6.1(a), the Town is responsible for insuring the Property and the contents of them and all other improvements, including fixtures, appurtenances, contents, equipment, installations and electrical distribution system, based upon full insurable values, with “all risks” coverage on the replacement cost basis, flood and earthquake endorsements, and a maximum deductible of \$1,000 for any one loss;
- (c) the Town must obtain and maintain commercial general liability insurance and liquor host liability insurance (the “**Insurance Policies**”) including without limitation, coverage for the indemnity provided herein, on terms satisfactory to the RDCK. The Insurance Policies shall name the RDCK as additional insured. The Insurance Policies shall be written on a comprehensive basis with inclusive limits of not less than \$5,000,000.00 per occurrence, or such higher limits as the RDCK may require from time to time. The commercial general liability insurance must include tenant’s legal liability coverage in the amount of \$2,000,000. The Insurance Policies shall include a clause providing that the insurer will give to the RDCK 30 days’ prior written notice in the event of cancellation or material change in the terms of the Insurance Policies. If the Insurance Policies expire during the

initial Term or any Renewal Term, the Town shall renew the Insurance Policies prior to the expiry date and provide a Certificate of Insurance confirming such renewal to the RDCK. In the event the Town shall fail to take out and maintain such liability insurance at all times during the initial Term or any Renewal Term as provided in this section, the RDCK shall be entitled to take out and maintain equivalent insurance at the cost of the Town.

- (d) the Town must deliver to the RDCK an executed copy of a Certificate of Insurance for the policies of insurance required to be maintained by the Town under this Lease, in a form satisfactory to the RDCK on or before the Commencement Date and at other times upon demand by the RDCK, the Town shall deliver to RDCK certified copies of the policies of insurance required to be maintained by the Town under this Lease;
- (e) the RDCK may, from time to time, notify the Town of the RDCK's desire to change the amount of insurance required by this Lease and upon receiving such notification from the RDCK, the Town will:
 - (i) within 30 days of receiving such a notice, cause the amounts to be changed and deliver to RDCK a letter from its insurer certifying the change in the amount of insurance; or
 - (ii) alternatively, within 30 days of receiving such notice, advise RDCK in writing that it objects to a change in the insurance required and the reasons for its objection and upon such objection, the parties shall use their best efforts to resolve the issue(s) underlying the objection;
- (f) the Town shall ensure that all policies of insurance pursuant to this Lease are:
 - (i) placed with insurers licensed in British Columbia;
 - (ii) are written in the name of the Town and the RDCK with loss payable to them as their respective interests may appear;
 - (iii) contain a cross liability clause and a waiver of subrogation clause in favour of the RDCK;
 - (iv) primary and do not require the sharing of any loss by any insurer that insures RDCK;
 - (v) endorsed to provide the RDCK with not less than 30 days' notice in writing of cancellation or material change;
- (g) all policies may provide that the amount payable in the event of any loss will be reduced by a deductible, in an amount to which RDCK consents. Consent, non-consent, and/or authorized consent of the RDCK will not constitute an agreement by the RDCK to participate in the financial undertaking of the Town to satisfy any deductible payable. The Town will be solely responsible for any and all insurance deductible;
- (h) if the Town at any time fails to maintain any insurance it is required to maintain, then RDCK may obtain and maintain such insurance in such amounts and with such deductible

amounts and for such periods of time as RDCK reasonably deems advisable. The Town will pay to RDCK, on demand, the RDCK's cost of so doing;

- (i) any disputes between the parties with respect to insurance under this section 6.1 shall be resolved by application of the dispute resolution provisions under section 7.11; and
- (j) that the Town will not do or permit anything to be done whereby any of the RDCK's policies of insurance on the Fire Hall or other buildings, or any part policy of insurance on the Fire Hall or other buildings, or any part thereof may become void or voidable or whereby the premium thereon may be increased.

6.2 **Release** – The Town hereby releases the RDCK and its elected officials, officers, employees, agents, contractors, and licensees, from all claims for damages or other expenses arising out of any personal injury, death, or property loss or damage sustained by the Town or its employees, volunteers, agents, officials, officers, sublessees, licensees, or invitees, except to the extent caused by the negligence of the RDCK, or those for whom the RDCK is, in law, responsible.

6.3 **Town's Indemnity** – The Town shall indemnify the RDCK from and against all lawsuits, damages, losses, costs or expenses which the RDCK may incur by reason of the use or occupation of the Property by the Town or the carrying on upon the Property of any activity in relation to the Town's use or occupation of the Property and in respect of any loss, damage or injury sustained by the Town, or by any person while on the Property for the purpose of doing business with the Town or otherwise dealing with the Town, or by reason of non-compliance by the Town with any laws or by reason of any defect in the Property, including all costs and legal costs, taxed on a special costs basis, and disbursements.

6.4 For the purposes of section 6.3, a reference to the "Town" includes any assignee, sub-tenant, licensee or sub-licensee of the Town.

6.5 **Survival of Indemnity and Release** – The indemnity and release contained in this Lease will survive the expiration or earlier termination of the Lease.

ARTICLE 7 - DEFAULT AND DISPUTE RESOLUTION

7.1 **Notice of Default** – If the Town fails to observe, comply with or perform any of its covenants, conditions, agreements or obligation under this Lease, the RDCK may deliver to the Town a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within 60 days of such notice, but less or no notice is required to be given by the RDCK in emergency or urgent circumstances, as determined by the RDCK in its discretion, acting reasonably, or where the Town has failed to keep the Property insured or where the Property remains vacant or unoccupied or not used for the purposes herein permitted for 30 consecutive days or more. Where a notice of default is delivered under this Lease by the RDCK, in order for it to be effective, it must also deliver a notice of default under the Fire Service Agreement.

7.2 **RDCK's Right to Perform** – If the Town fails to rectify or cure a default within the time and in the manner specified in section 7.1 and if the default is one that can be rectified or cured by the RDCK, the RDCK may, without further notice to the Town, take all steps considered in its sole discretion necessary to rectify or cure the default and all costs of doing so, including the cost of

retaining professional advisors, shall be payable by the Town as additional Rent, within 30 days of the provision of an itemized account for the work undertaken. Nothing in this Lease obligates RDCK to rectify or cure any default of the Town but should RDCK choose to do so, the RDCK shall not be liable to the Town for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.

- 7.3 **Distress** – If the Rent payable by the Town under this Lease is in arrears, the RDCK or a person authorized in writing by the RDCK may enter upon the Property and seize any goods or chattels and may sell the same. RDCK may use enough force for that purpose and for gaining admittance to the Property and the Town releases RDCK from liability for any loss or damage sustained by the Town as a result.
- 7.4 **Costs** – If the Town defaults on this Lease, the Town will pay to the RDCK the RDCK’s full costs including legal costs arising from the default, whether before action or otherwise and, at the option of the RDCK, upon a solicitor and client basis.
- 7.5 **Remedies Cumulative** – The RDCK’s remedies in this Lease are cumulative and are in addition to any remedies of the RDCK at law or in equity.
- 7.6 **Possession** - The Town shall upon the expiration or earlier termination of this Lease peaceably surrender and give up possession of the Property without notice from the RDCK, any right to notice to quit or vacate being hereby expressly waived by the Town, despite any law or custom to the contrary.
- 7.7 **Dispute Resolution** – If the parties to this Lease are unable to agree on the interpretation or application of any provision in the Lease, or are unable to resolve any other issue relating to this Lease, the parties agree that the dispute resolution processes set out in the Fire Service Agreement shall be applied to such disputes, on the basis set out therein.

ARTICLE 8 - GENERAL

- 8.1 **Notice** – Any notice or other communication required or permitted to be given hereunder will be in writing and will be given by the delivery or rendering thereof to the relevant addressee by hand, by prepaid first-class mail, by facsimile transmission or by email transmission, to the address and contact details as set out below:

- (a) If to the Town:

238 10TH Avenue North,
PO Box 1339,
Creston, British Columbia V0B 1G0

Attention: Jared Riel, Fire Chief
Email Address: jared.riel@creston.ca

- (b) If to the Regional District

PO Box 590,
202 Lakeside Drive,
Nelson, British Columbia V1L 5R4

Attention: Nora Hannon, Regional Fire Chief
Email Address: nhannon@rdck.bc.ca

Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission or by email. Each Party will notify the other Party of any change of address or contact details.

- 8.2 **Legal Costs** – Each of the RDCK and the Town is responsible for its own legal costs in relation to the preparation and negotiation of this Lease.
- 8.3 **Severance** – If a court of competent jurisdiction holds any portion of this Lease invalid, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Lease.
- 8.4 **Governing Law** – This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia and federal laws of Canada applicable therein.
- 8.5 **No Waiver** – The waiver by the RDCK of any default by the Town shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.
- 8.6 **References** – Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires,
- 8.7 **Amendment** – The Lease may not be modified or amended except by an instrument in writing signed by the RDCK and the Town.
- 8.8 **Remedies Not Exclusive** – No remedy conferred upon or reserved to RDCK is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.
- 8.9 **No Joint Venture** – Nothing in this Lease shall constitute the Town as the agent, joint venture or partner of the RDCK or give the Town any authority or power to bind RDCK in any way.
- 8.10 **Charges on Title** – The Town shall abide and observe all requirements and restrictions on the title to the Property registered prior to the Commencement Date.
- 8.11 **Other Disposition** – The RDCK reserves the right to grant rights of way, easements, covenants and other dispositions of the Property or any part of it in a manner consistent with this Lease and the Town shall execute any such document if requested by the RDCK. RDCK shall make reasonable efforts to ensure that the activities of the Town are not impeded as a result of any grant under this section 8.11. For greater certainty, but without limiting the generality of the foregoing, a right of way, easement, covenant or other disposition is not inconsistent with this Lease if it does not charge the Property.
- 8.12 **Entire Agreement** – This Lease has been executed pursuant to, and as required by, the Fire Service Agreement between the parties. This Lease is subordinate to and coterminous with the Fire Service Agreement. This Lease and the Fire Service Agreement constitute the entire

agreement of the parties in relation to the lease, use and maintenance of the Property and the Fire Hall situate thereon.

- 8.13 **Time of Essence** – Time is of the essence of this Lease.
- 8.14 **Further Assurances** – The parties shall execute all such further deeds, acts, agreements or instruments, do all things, and grant such further assurances as may be reasonably required to carry out the intent of this Lease.
- 8.15 **Covenants and Conditions** – All of the provisions of this Lease, to the extent applicable or possible, shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.
- 8.16 **No Abatement** – The Town is not entitled to any abatement, reduction, or deduction from the Rent.
- 8.17 **Estoppel Certificate** – The Town will, upon request of the RDCK, execute and deliver a certificate certifying the current status of this Lease.
- 8.18 **Registration** – This Lease is not in registerable form; however, the parties may by mutual consent register a copy of the Lease in the Land Title Office and, subject to their mutual agreement, shall undertake all necessary actions, or execute and deliver such additional documents, agreements or instruments as may be required to effect such registration at the cost of the Town.
- 8.19 **Enurement** – This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 8.20 **No Derogation** – Nothing contained or implied in this Lease will impair or affect RDCK's rights and powers in the exercise of its functions pursuant to the *Local Government Act* or any other enactment, and all such powers and right may be fully exercised in relation to the Property as if this Lease had not been entered into between the Town and the RDCK. The Town acknowledges that fulfillment of the condition precedent set out in this Lease may require that the Board of the RDCK adopt bylaws or issue permits and that the passage of said resolutions or adoption of said bylaws or issuance of said permits by the Board of the RDCK are within its sole absolute discretion which is not any manner subject to the provisions hereof.
- 8.21 **RDCK's Conditions** – This Lease and the RDCK's obligations hereunder shall be subject to the approval of the RDCK's Board and the RDCK's compliance with all requirements under the *Community Charter, the Local Government Act*, or any other enactment.

8.22 **Destruction** - If the Fire Hall, or any part of it, is at any time during the Term burned down or damaged by fire, flood, lightning, explosion, tempest, earthquake or other natural or human-caused disaster, if the RDCK elects not to undertake restoration, repair or replacement this Lease shall terminate and, for the purpose of this section 8.22, if the RDCK does not advise the Town concerning the RDCK's intention within thirty (30) days of the damage occurring, the RDCK shall be deemed to have elected not to undertake restoration, repair and replacement.

As evidence of their agreement to be bound by the above terms, the RDCK and the Town each have executed this Lease with effect as of the date first written above:

REGIONAL DISTRICT OF CENTRAL KOOTENAY)

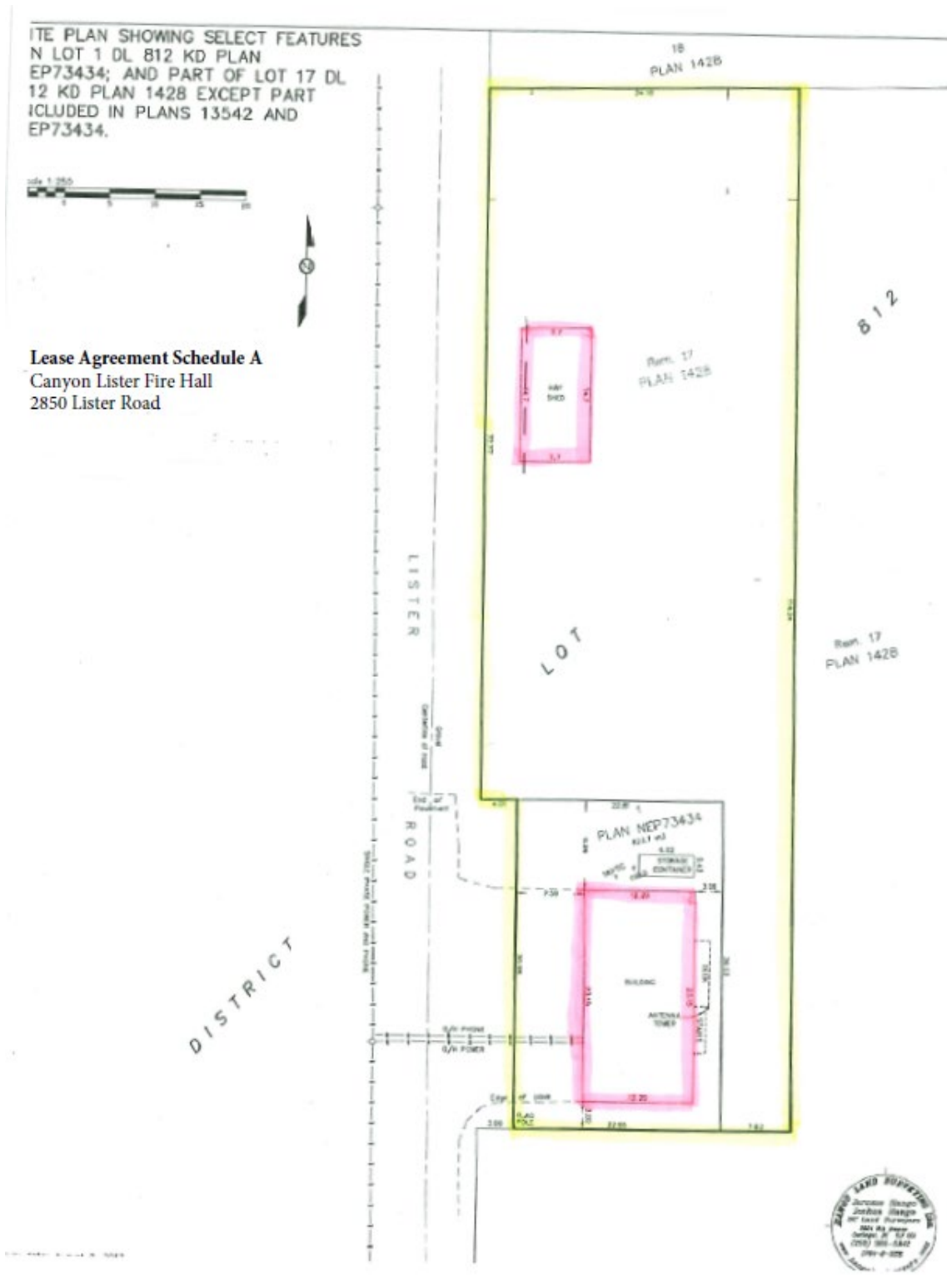
by its authorized signatories:)
)
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Name:)
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Name:)
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)

TOWN OF CRESTON)

by its authorized signatories:)
)
)
)
_____)
Name:)
)
)
_____)
Name:)

SCHEDULE A

Property



SCHEDULE B

TERMS AND CONDITIONS FOR USE OF THE PROPERTY

During the Term:

1. If liquor is to be served in the Property in connection with a social event for the Fire Department members, their families and guests, the Town must do so only in compliance with the terms and conditions of a valid licence issued by the BC Liquor Control and Licensing Branch. A copy of the liquor licence must be provided to the RDCK prior to contract execution and whenever changes are made.

LEASE OF FIRE APPARATUS

THIS LEASE made this day of , 2022.

BETWEEN:

THE TOWN OF CRESTON

238 10th Avenue N
Creston, BC V0B 1G0

(the "**Town**")

OF THE FIRST PART

AND:

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive
Nelson, BC V1L 6B9

(the "**Regional District**")

OF THE SECOND PART

WHEREAS:

- A. The Regional District and the Town have entered into a services agreement (the "Fire Services Agreement"), dated for reference 1 January 2022, under which the Town has been contracted by the Regional District to provide fire protection and emergency response services into a local service area established by the Regional District;
- B. The Regional District owns vehicles and associated equipment for use in fighting fires and undertaking emergency responses;
- C. The Town wishes to lease such vehicles and all associated equipment from the Regional District on the terms and subject to the conditions set forth in this Lease, and the Regional District has agreed to so lease such vehicles and equipment;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual premises herein contained, the payment the Rent as contemplated hereby, and other good and

valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which each party acknowledges), the parties covenant and agree as follows::

Lease of Fire Apparatus

1. This Lease is being entered into in connection with the provision of services by the Town to the Regional District under and pursuant to the terms of the Fire Services Agreement. It is the intention of the parties that, notwithstanding any other provision hereof, this Lease will be coterminous with the Fire Services Agreement, and should the Fire Services Agreement be terminated for any reason, this Lease will terminate and the Town will transfer back the Fire Apparatus to Regional District as contemplated in section XX hereof, in accordance with the transition process set out in Article 11 of the Fire Services Agreement.
2. The Regional District hereby leases to the Town the vehicles (the "Vehicles") together with all parts, accessories and equipment attached to or forming a part thereof (the "Equipment") as more particularly described in Schedule "A", attached to and forming part of this Lease (collectively, the Vehicles and Equipment are referred to as the "Fire Apparatus").
3. In the event that a Vehicle and/or accompanying Equipment is or are withdrawn from service under the Fire Services Agreement, or an additional or replacement Vehicle and/or accompanying Equipment is or are acquired:
 - (a) the withdrawn Vehicle and/or accompanying Equipment will be transferred to the control of the Regional District as contemplated by section 20 hereof, and no longer subject to this Lease;
 - (b) if a replacement or an additional Vehicle and/or accompanying Equipment is or are acquired for use under the Fire Services Agreement, such Vehicle and any Equipment will be added to this Lease; and
 - (c) the parties will amend Schedule "A" to reflect any such changes.
 - (d) For certainty, notwithstanding that a Vehicle and/or accompanying Equipment may be removed from this Lease, this Lease continues in respect of the other Fire Apparatus.
 - (e) The parties agree the Vehicles will be regularly located and available for service at the Canyon Lister Fire Hall and used only for purposes and in the manner set out in the Fire Services Agreement.

Term

4. This Agreement shall commence on the date first set out above and shall terminate on the date that any of the following events first occurs:
 - (a) the date on which the Fire Services Agreement (or any successor to that services agreement between the parties) terminates; and

- (b) in relation to any Vehicle and/or accompanying Equipment, the date on which such Vehicle and/or accompanying Equipment is or are removed from service by agreement of the parties;

(the "Term").

Notwithstanding subsection 4(a), the parties may mutually agree an effective date of termination of this Lease that varies from the effective termination date of the Fire Services Agreement.

Acceptance

- 5. The Town acknowledges that it has inspected the Fire Apparatus and accepts the Fire Apparatus as being in a good state of repair, except to the extent that the Town notifies the Regional District in writing within 10 days following the commencement date of this Lease. The Town is leasing the Fire Apparatus "as is". The Fire Apparatus are subject only to the manufacturer's warranties which accompany the Fire Apparatus and any extended warranties or service contracts purchased by the Town. The Regional District assigns to the Town any and all rights and remedies under existing warranties, to the extent they are assignable, and shall cooperate with the Town in making any warranty claims.

Use

- 6. The Town shall use the Fire Apparatus for the purpose of providing fire protection, first response emergency services and other emergency services, and for purposes ancillary thereto (including, without limitation, training), as contemplated by the Fire Services Agreement.

Rent

- 7. The Town shall pay to the Regional District the amount of Five Dollars (\$5.00), upon execution of this Lease, and such payment shall be the rental charges payable by the Town to the Regional District in respect of all Fire Apparatus (including any replacements therefor) for the Term. No amount of this rental charge is refundable in the event that this Lease is terminated for any reason.

Title to Fire Apparatus

- 8. The Regional District shall, at all times, have and retain whatever title to the Fire Apparatus is acquired by the Regional District from the sellers or manufacturers of the Vehicles or Equipment. The Town shall have no right, title or interest in or to the Fire Apparatus other than the right of possession and use in accordance with the terms of this Lease, and as contemplated by the Fire Services Agreement.
- 9. Where the Town supplies additional accessories and equipment for use on or with any Vehicle, in addition to the Equipment (or any replacements therefor) provided by the Regional District, and such accessories or equipment are not integrated into or do not become a fixed part of such Vehicle, the Town shall at all times have and retain title to any

such equipment or accessories, and shall be entitled to remove same prior to or upon termination of this Lease.

Town's Insurance Requirements

10. The Town shall obtain and maintain insurance coverage as required by this Lease covering against any loss, damage or destruction of the Fire Apparatus, so long as the Fire Apparatus is subject to the terms of this Lease.
11. At all times during the term of this Lease, the Town must, at the Town's expense, obtain and maintain the following minimum insurance coverages for the Vehicles through a carrier acceptable to the Regional District:
 - (a) Third Party Liability with a combined single occurrence limit of \$5,000,000;
 - (b) Comprehensive Fire and Theft with a maximum deductible of \$250.00; and
 - (c) Collision with a maximum deductible of \$5,000.
12. The Town must provide appropriate evidence of insurance coverage to the Regional District, including each renewal thereof. Such coverage must name the Regional District as both an "additional insured" and a "loss payee." The policy must also provide the Regional District with at least fifteen (15) days' notice of any cancellation of coverage.
13. The parties will cooperate to ensure the termination of the existing Regional District insurance coverage on the Fire Apparatus, and commencement of the Town's insurance coverage required by this Lease, both occur as at the commencement date of this Lease.
14. If a Vehicle is damaged and in a condition which the Town's insurer believes is beyond reasonable repair, this Lease will be terminated in respect of such Vehicle upon the Town paying the net insurance proceeds received in relation to said Vehicle, to the Regional District.
15. The parties acknowledge and agree that the provision of the Fire Apparatus by the Regional District is a requirement under the Fire Services Agreement. Where any Fire Apparatus is damaged and in a condition that is beyond repair, the parties will work cooperatively to identify and secure a suitable replacement for such Fire Apparatus, which replacement Fire Apparatus shall be added to this Lease.

Town's Covenants

16. The Town covenants as follows:
 - (a) to pay all rental charges reserved under this Lease;
 - (b) to pay for the operational costs associated with the Vehicles, including all gas, oil, tires, windshield wipers or other consumable goods or products required for the operation of the Vehicles;

- (c) to maintain, repair, overhaul, service and keep the Vehicles in a good and substantial manner, and to maintain each Vehicle in a condition equivalent to its respective condition at the commencement of this Lease, reasonable wear and tear excepted, and in a fully operative condition in conformity with any recommendations for maintenance or otherwise that may from time to time be made by the manufacturer or seller of each Vehicle, and in conformity with applicable Federal or Provincial legislation or regulations, or any applicable rules, regulations or directives of government departments, boards or authorities;
- (d) to comply with the requirements of any recall campaign by a manufacturer or government authority;
- (e) to obtain the consent of the Regional District prior to substantially altering, marking, removing or installing equipment in any of the Vehicles;
- (f) to immediately give notice to the Regional District and the Town's insurer of loss, damage or destruction of any of the Vehicles;
- (g) to use each Vehicle in a careful and proper manner in compliance with all applicable laws and best practices in the fire service, and, without limiting that general obligation, the Town shall not use or permit the use of any Vehicle:
 - (i) in violation of any law, for hire or as public conveyance;
 - (ii) for purposes or in a manner that would cause any insurance applicable to such Vehicle to be suspended or cancelled, rendered inapplicable or that causes the manufacturer's warranty to become void;
 - (iii) outside Canada or the continental United States;
 - (iv) garage a Vehicle outside Canada for a period exceeding thirty days without the Regional District's prior written consent;
- (h) to pay when due any and all charges for registration, licensing, testing and inspecting the Vehicles, and to pay any fines associated with the Town's use of the Vehicles;
- (i) to pay when due all taxes imposed by any governmental authority with respect to each Vehicle or its use during the term of the Agreement, whenever assessed. The Regional District may pay any or all such fees or charges on behalf of the Town and if so, the Town will pay the Regional District when billed for such amounts; and
- (j) to keep each Vehicle free of all fines, liens and encumbrances. If the Town does not promptly pay any fines or remove any liens or encumbrances at the Town's expense, the Regional District may do so and charge the Town for same.

Right of Inspection

17. The Town shall permit the Regional District to inspect any or all of the Fire Apparatus at any reasonable time with due notice and, if the Regional District deems it necessary, undertake to have repairs and/or maintenance completed to ensure each Vehicle is in good working order and condition. If such repairs and/or maintenance are not completed to the satisfaction of the Regional District within 30 days of notice being provided by the Regional District, the Town shall allow the Regional District to have access to the relevant Fire Apparatus for the purpose of carrying out the repairs and/or maintenance. The Town agrees that the Regional District may bill the Town for the reasonable cost of such repairs and and/or maintenance, including applicable taxes, on receipt of such bills and the Town agrees to pay all such bills within 14 days of receipt of same.

Indemnity

18. The Town shall indemnify the Regional District against, and hold the Regional District harmless from, any and all claims, actions, proceedings, liability, loss, damages, inquiries, demands and expenses (including legal fees) (collectively, "Claims") arising out of the Town's use, maintenance or operation of the Fire Apparatus, except to the extent of any negligence or willful misconduct of the Regional District or its officials, employees, volunteers, agents, contractors, or assigns in relation to any such Claim. This indemnity shall survive the termination of this Lease

Security Interest

19. The Town assigns and gives to the Regional District a security interest in the proceeds, cancellation refund or other rights the Town may have under any mechanical breakdown protection service or insurance contracts with respect to the Fire Apparatus as security for the performance of the Town's obligations under the Lease.

Surrender

20. Upon the termination of this Lease, or the termination of this Lease in respect of any particular Fire Apparatus identified in Schedule "A", the Town shall forthwith return such Fire Apparatus to the Regional District in good condition and repair, ordinary wear and tear resulting from the contemplated use of the Fire Apparatus excepted. The Town may deliver up the Fire Apparatus by providing access to same to an authorized representative of the Regional District at one of the fire halls operated by the Town, and must make such access available within seven days of any such Lease termination. The Town shall maintain insurance coverage on any such Fire Apparatus in accordance with this Lease during the period of time that the Fire Apparatus is being transferred to the Regional District, notwithstanding that this Lease may be terminated in respect of such Fire Apparatus.

Default

21. In the even that the Town defaults on any of its obligations under this Lease, the Regional District may provide the Town with written notice of the default and the Town shall have 30 days to remedy same.
22. If the Town disputes a default notice issued by the Regional District under section 21, it may, within 10 days of receipt of the default notice, refer the issue to the dispute resolution processes set out in Article 12 of the Fire Services Agreement, and those provisions are incorporated herein for such purposes, as though set out in full in this Lease.
23. If the Town does not dispute the default notice, it will have 30 days to rectify the default (or such longer period as the parties may agree). If the Town does not rectify the default within such time period, the Regional District may:
 - (a) take any reasonable steps to correct the default and bill the costs incurred for such correction to the Town. The Regional District, or its agents or contractors, shall be afforded the necessary access to the Fire Apparatus by the Town in order to correct any default that involves maintenance, upkeep or repair; or
 - (b) take the matter to arbitration as contemplated by and in accordance with sections 12.2 – 12.6 of the Fire Services Agreement.

True Lease

24. The parties agree that this Agreement is a true lease and not a purchase agreement. The Agreement is a true lease for tax, personal property security and credit legislation. The Regional District remains the owner of the Fire Apparatus and retains all benefits of ownership. The Town must pay all applicable personal property security or other security registration fees necessary or advisable to protect the Regional District's ownership of each of the Fire Apparatus and all fees paid to amend, renew and discharge the registration during the term and at the termination of this Lease.

No Assignment

25. The Town may not transfer, rent, sublease or assign this Agreement, the Fire Apparatus or the Town's right to use the Fire Apparatus. The Regional District may assign the Lease to a creditor as security for the obligations of the Regional District.

Notices

26. Any notice or other communication required or permitted to be given under this Lease will be in writing and will be given by the delivery or rendering thereof to the relevant addressee by hand, by prepaid first-class mail, by facsimile transmission or by email transmission, to the address and contact details as set out below:
 - (a) If to the Town:

238 10TH Avenue North,
PO Box 1339,
Creston, British Columbia V0B 1G0

Attention: Jared Riel, Fire Chief
Email Address: jared.riel@creston.ca

If to the Regional District

PO Box 590,
202 Lakeside Drive,
Nelson, British Columbia V1L 5R4

Attention: Nora Hannon, Regional Fire Chief
Email Address: nhannon@rdck.bc.ca

Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three business days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission or by email. Each party will notify the other party of any change of address or contact details.

Interpretation

27. In this Lease, words in the singular include the plural and words importing a corporate entity include individuals and vice-versa.
28. Headings used herein and the division of this Lease into sections, subsections, paragraphs and Schedules, are for convenience of reference only and shall not affect the construction or interpretation of this Lease.
29. Each provision of this Lease, insofar as it is applicable to either or both of the parties hereto, shall be taken and construed as the covenant or covenants of such party or parties respectively to do or perform the thing or act specified or not to do the act or thing prohibited or limited.

General

30. If any clause or portion thereof is declared or held illegal, invalid or unenforceable for any reason by a court of competent jurisdiction, such finding does not affect the validity of the remainder of that clause or this Lease, and the terms and provisions of this Lease continue to be in force and in effect and are to be construed as if the Lease had been executed without the clause or portion thereof found to be illegal, invalid or unenforceable.
31. This Lease and the Fire Services Agreement contain the entire agreement between the Town and the Regional District in relation to the lease, provision and use of the Fire

SCHEDULE "A"

Fire Apparatus

This Schedule "A" identifies the Vehicles which are the subject of the Lease.

Any Equipment associated with the Vehicles or the Canyon Lister Fire Department is listed Fire Services Agreement

1. Vehicle Type: Engine

Year:	2000
Make:	International
Model:	Pumper
VIN:	1HTSDADR4YH231608
Colour:	Red
No. Cyl.	V8
Mileage:	44867KM
Pump	1050
Water Capacity	3200L
Foam Capacity	
Condition	Good

2. Vehicle Type: Water Tender

Year:	2011
Make:	Freightliner
Model:	Tender
VIN:	1FVACYBS9BHA95727
Colour:	Red

No. Cyl.	V8
Mileage:	17910KM
Pump Type/Capacity	650
Water Capacity	6000L
Condition	Good

3. Vehicle Type: Brush Truck

Year:	2008
Make:	Ford
Model:	F550
VIN:	1FDAW57Y18EC70182
Colour:	Red
No. Cyl.	V10
Mileage:	20458KM
Pump Type/Capacity	High Pressure
Water Capacity	350 Imperial Gallons
Condition	Good

4. Vehicle Type: Supply Truck

Year:	2002
Make:	GMC
Model:	Savannah
VIN:	1GDJG31R221184350
Colour:	RED
No. Cyl.	V8
Mileage:	48347KM

Pump Type/Capacity	N/A
Water Capacity	N/A
Condition	Good

5. Vehicle Type: Command Vehicle 1

Year:	2007
Make:	Chevrolet
Model:	Silverado 1500
VIN:	2GCEK137271164831
Colour:	White
No. Cyl.	V8 Gasoline
Mileage:	288600KM
Condition	End of Life

6. Vehicle Type: Command Vehicle 2

Year:	2017
Make:	Ford
Model:	F350 Crew Cab
VIN:	1FT8W3BT0HEE89427
Colour:	White
No. Cyl.	V8 Diesel
Mileage:	41538KM
Condition	Good

7. Vehicle Type: Command Vehicle 3

Year:	2019
Make:	Ford
Model:	F350 Crew Cab
VIN:	1FT8W3BT6KED05275
Colour:	White
No. Cyl.	V8 Diesel
Mileage:	32892KM
Condition	Good

8. Vehicle Type: Command Vehicle 4

Year:	2017
Make:	Ford
Model:	F150 Crewcab
VIN:	IFTFWIEG6HKC78227
Colour:	White
No. Cyl.	Gasoline
Mileage:	53000KM
Condition	Good

9. Vehicle Type: Structure Protection Trailer

Year:	2007
Make:	Starlight
Model:	Van Trailer Heavy SPU Type 2
VIN:	46YCP202671079559

Colour:	White
No. Cyl.	N/A
Mileage:	N/A
Condition	Good

10. Vehicle Type: Structure Protection Trailer

Year:	2018
Make:	Royal
Model:	Type 3 SPU Box Trailer Heavy
VIN:	2S9FL3369J1041307
Colour:	White
No. Cyl.	N/A
Mileage:	N/A
Condition	Good

11. Vehicle Type: UTV

Year:	2019
Make:	Kawasaki
Model:	Mule Wheeled ATV
VIN:	JKBAFSJ11KB508528
Colour:	Brown
No. Cyl.	Unknown
Mileage:	Unknown
Condition	Good

12. Vehicle Type: Flatdeck Trailer

Year:	2019
Make:	Southland
Model:	Flatdeck Trailer
VIN:	2SFFB3319K1044410
Colour:	Black
No. Cyl.	N/A
Mileage:	N/A
Condition	Good



REGIONAL DISTRICT OF CENTRAL KOOTENAY

ARROW CREEK WATER TREATMENT & SUPPLY COMMISSION OPEN MEETING MINUTES

Time: 1:00 pm
Date: Wednesday, June 8, 2022
Location: RDCK Board Room, 202 Lakeside Drive, Nelson, BC

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote.

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=me00cb53197f56379f3934a01400766c8>

Join by Phone:

1-844-426-4405 Canada Toll Free
+1-604-449-3026 Canada Toll (Vancouver)

Meeting Number (access code): 2456 798 4171

Meeting Password: Cdn3DE9hfm4

COMMISSION MEMBERS PRESENT

Commissioner T. Wall	Director Electoral Area B
Commissioner A. Casemore	Director Electoral Area C
Commissioner J. Elford	Councillor, Town of Creston

RDCK STAFF PRESENT

U. Wolf	General Manager of Environmental Services
M. Morrison	Manager of Corporate Administration
A. Richardson	Water Operations Supervisor, Creston/Erickson
S. Eckman	Meeting Coordinator

TOWN OF CRESTON STAFF PRESENT

M. Moore	Chief Administrative Officer
S. Klassen	Director of Finance & Corporate Services

1. CALL TO ORDER AND WELCOME

General Manager Wolf assumed the chair and called the meeting to order at 1:03 pm.

2. ELECTION OF CHAIR

2.1 CALL FOR NOMINATIONS (3 Times)

General Manager Wolf announced the nomination submitted for Commissioner Elford.

General Manager Wolf called for nominations the first time.

General Manager Wolf called for nominations the second and third time.

2.2 OPPORTUNITY FOR CANDIDATES TO ADDRESS THE COMMISSION

No Address.

2.3 VOTE BY SECRET BALLOT

No Vote.

2.4 DECLARATION OF ELECTED OR ACCLAIMED CHAIR

Being none, General Manager Wolf ratified the appointment of Commissioner Elford as Chair of the Arrow Creek Water Treatment & Supply Commission for 2022 by acclamation.

2.5 DESTROY BALLOTS

No email vote.

3. CHAIR'S ADDRESS

Commissioner Elford thanked the Commission for their support.

4. COMMENCEMENT OF REGULAR COMMISSION MEETING

The Arrow Creek Water Treatment & Supply Commission Chair, Commissioner Elford, assumed the chair.

5. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

6. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The Agenda for the June 8, 2022 Arrow Creek Water Treatment & Supply Commission meeting, be adopted as circulated.

Carried

7. RECEIPT OF MINUTES

The November 24, 2021 Arrow Creek Water Treatment & Supply Commission minutes, have been received.

8. STAFF REPORTS

8.1 OPERATIONS AND MAINTENANCE UPDATE

Al Richardson, Erickson Water Services Supervisor, provided a verbal report on the operations and maintenance of the Arrow Creek water service, summarized below:

Arrow Creek Water Treatment Plant: Completed

- *Air Compressor Maintenance x2.*
- *Oil changes on 4 Train pumps, blowers, hydro burst.*
- *Full maintenance, Inspection and testing on Generator (5 year maintenance as well).*
- *Inspection and maintenance of Fire suppression System.*
- *Air compressor tank inspection and certification x2.*
- *Shut down smaller furnace as it needed repair but is highly inefficient and consumes a lot of propane, inspected and started using existing propane heater in hydroxide room, install sub panel, installed electric heaters in control room and chlorine room.*
- *Install VFDs for blowers x2 to adjust air speed for back pulse of membrane tanks (still to be commissioned).*
- *Worked with Nason on controls as WTP was not shutting down at set high reservoir levels, also to set up the new 24" actuator on the permeate header so it can automatically adjust off pressure sensor or flow if necessary.*
- *All WTP flow meters were calibrated*
- *Cut intake walkway grating and welded tabs so it could be removed for chipping ice.*
- *Removed old PVC bypass loop on permeate header.*
- *Installed a new 14" butterfly on existing SS pipe, removed old 14" PVC pipe and tee, installed new SS pipe and tee on back pulse line.*
- *Replaced old 10" butterfly T-2 and T-3 raw fill valves as they were leaking from the stems.*
- *General maintenance - cleanup, painting, re-grouting, tightening down of pipe support structures, etc.*
- *Fibre Repairs on all four Trains completed.*

Arrow Creek Water Treatment Plant: To be completed

- *Fibre Repairs as needed to end of year.*
- *Settling ponds and Intake screen cleaning (fall).*
- *Place a few loads of gravel on road to WTP and get it graded.*
- *Change bulbs and parts on UV unit before summer.*
- *A few safety upgrades, ladder install on Intake diversion and ponds.*
- *Control installed between Reservoir building and WTP PLCs that if the globe valve closes completely it will shut down the WTP before the pumps dead head and shut down the plant.*
- *Clean up the alarms, eliminate any not needed, add any that are needed, same with the alarm dialer.*

High chlorine content event on May 10-12, 2022 which affected the Town.

May 10th:

- *Cleaned and flushed cl2 injector and pump lines in cl2 room*
- *Rebuild check valves for residual pumps and flush*
- *Switch duty pump to fresh cleaned and rebuilt pump*
- *Check cl2 residual at WTP outlet*
- *Run test gen set and check transfer switch*
- *Gen set finished run test and WTP returned to grid power*
- *Checked Cl2 pump @3:00*
- *Pump no longer running off 4-20ma signal running in manual 12000 strokes per hour*
- *Switch duty pumps, pumps will not run off 4-20ma signal*
- *Unplug and restart cl2 pumps no change*

- *Change pump setting to run off 4-20ma signal no change*
- *Shut down both cl2 pumps and check PLC*
- *Restart both cl2 pump*
- *Pumps return to running off 4-20ma signal*
- *No fault for manual running pump found.*
- *Cody and Evan suspect plc issue after gen set transfer switch*

May 11th

- *7am – Al Richardson on call, noticed a high chlorine alarm from reservoir outlet analyzer (analyzer only goes to 2 mg/l max), high and low chlorine alarms need to be added to auto dialer.*
- *8:15am - checked chlorine with a hand held chlorometer at the reservoir outlet, residual at 2.1 mg/l, high but not over reasonable limits.*
- *9 am – Turned down chlorine multiplier from 1.6 to .9 (normal operating level for this pump)*
- *1 pm – Double checked chlorine residual at the reservoir, it was high Cl2 at outlet (5.2 mg/l) and inlet (5.4 mg/l) Turned down CL2 multiplier on dosing pump to .2*
- *Contacted the Town of Creston, Manager Uli Wolf and IHA Drinking Water Officer Dan Byron to notify them of the issue.*
- *2pm –start to Flush distribution system including after hours*
- *3pm (approx.) Do Not Consume Alert put out to Erickson Water customers*
- *Al 4:30-6:30 (CL2 residual 5.4 at 33rd Ave N and Beam Rd)*
- *Cody 6:30-8:30 (CL2 residual 4.4 reservoir outlet)*
- *Evan 8:30-10:30*
- *Cl2 residual reservoir outlet still high 4.5 ppm at 10:10*
- *Cl2 residual reservoir inlet at 2.4 ppm at 10:08*

May 12th

- *1 am - Turned up CL2 multiplier on dosing pump to .9 from .2*
- *6 am Al flushing at 33rd Ave N and Beam Rd (CL2 residual 1.36 mg/l)*
- *8 am to 1pm - checking residuals at reservoirs and throughout distribution, residuals found to be between 1 and 2 mg/l*
- *9am -2pm - Sam and Christy in Erickson to flush distribution system*
- *2pmish Cl2 residual consistently returned to normal operational levels in distribution and reservoirs*
- *2:30ish pm -Do Not Consume Alert was removed by RDCK, Town and IHA notified of normal use*

8.2 CAPITAL PROJECTS UPDATE

Uli Wolf, General Manager of Environmental Services, provided a verbal report on capital projects for 2022.

- *Overall Capital project responsibility fell to the Water Operations Manager*
- *Currently recruiting for Water Operations Manager*
- *Capital projects that will be delayed include:*
 - *2022 Ongoing Equipment Replacement*
 - *Intake Erosion Protection*
 - *Reservoir Overflow*
 - *Natural Gas Service & HVAC Control Upgrade*
 - *HVAC Control upgrade to be completed after gas servicing*

9. NEW BUSINESS

9.1 APRIL 2022 SERVICE S251 WATER UTILITY-AREA B (ARROW CREEK) FINANCIAL STATEMENT

A copy of the Service S251 Water Utility-Area B (Arrow Creek) Financial Statement, has been received.

9.2 ARROW CREEK WATER TREATMENT UV REACTOR REPLACEMENT

The Commission Report dated May 18, 2022 from Jason McDiarmid, Utility Services Manager, seeking direction from the Arrow Creek Water Treatment & Supply Commission on the supply and installation of a replacement ultraviolet (UV) disinfection system for Arrow Creek Treatment Plant, has been received.

Moved and seconded,

AND Resolved that it be recommended to the Board:

That the Arrow Creek Water Treatment & Supply Commission recommend that the Board award the Arrow Creek Water Treatment UV Reactor Replacement project to BI Purewater Inc.;

AND FURTHER that the Chair and Corporate Officer be authorized to sign the necessary documents to a maximum value of \$445,000, excluding GST;

AND FURTHER that the funds be paid from Service S251 Water Utility-Area B (Arrow Creek);

AND FURTHER that the Board approve an amendment to the 2022 Financial Plan for S251 Water Utility-Area B (Arrow Creek) Account 60000 to include an increase of \$95,000 for the Arrow Creek Water Treatment UV Reactor Replacement project, and increase Account 45000 Transfer from Reserves an equivalent amount to be funded from Reserve RES179 Arrow Creek Water Capital Utility.

Carried

9.3 ARROW CREEK WATER COMMISSION GOVERNANCE

The May 26, 2022 Arrow Creek Water Commission Governance report prepared by Michael Moore, CAO, Town of Creston, proposing a sustainable and equitable governance model for the Arrow Creek Water Treatment and Supply Service, has been received.

Moved and seconded,

AND Resolved that it be recommended to the Board:

That the Arrow Creek Water Treatment & Supply Commission recommend that the Board the following governance model for the Arrow Creek Water Treatment & Supply Commission:

1. Membership of the Commission being:
 - RDCK Board Chair (or Vice Chair), permanently designated as Chair of the Commission;
 - RDCK Electoral Area B Director;
 - RDCK Electoral Area C Director; and
 - Two members of Town of Creston Council.

2. Non-elected officials (alternates) shall have voting privileges at Commission meetings.
3. One member of Town of Creston Council having a position on the new RDCK Water Commission.
4. Operational and capital decisions for the Erickson Water District reviewed at each Arrow Creek Water Commission, especially decisions where there is contemplation of cost sharing with Arrow Creek Water Treatment and Supply Service.
5. That RDCK Staff are provided opportunity to provide recommendation to the Commission and the RDCK Board prior to Commission recommendations being forwarded to the RDCK Board for approval.
6. That the delegation of authority permitted under the Local Government Act remains for the Arrow Creek Water Treatment and Supply Service.
7. If agreed upon, these changes need to be immediately reflected within the establishing bylaw.

Carried

9.4 CEMETERY WATER SERVICE

Uli Wolf, General Manager of Environmental Services, provided a verbal report on providing water to the Town of Creston's cemetery, summarized below:

- *Town of Creston currently not paying for water usage.*
- *Water metering and backflow prevention required.*
- *Reduced Pressure Principal Assembly (RP) would be required for Cemetery irrigation and Double Check Valve Assembly for washrooms.*
- *RP requires seasonal removal or above ground heated structure*
- *Washrooms are used year round?*
- *RD staff's understanding was that ToC staff was going to seek direction from Council.*
- *RD Water Bylaw permits in ground Double Check Valve Assembly at property line as long as cemetery irrigation protected separately by RP or air gap.*
- *Would ToC pump cause potential vacuum at property line meter and Double Check Valve Assembly*

Moved and seconded,
AND Resolved

The matter of providing water to the Town of Creston's cemetery be **referred** to the Town of Creston and Al Richardson, RDCK Water Operations Supervisor, for discussion and report back to the Commission at the next meeting.

Carried

10. PUBLIC TIME

The Chair called for questions from the public at 1:53 pm.

11. NEXT MEETING

The next Arrow Creek Water Treatment & Supply Commission meeting will be scheduled at the call of the Commission Chair.

12. ADJOURNMENT

MOVED and seconded,
AND Resolved:

The Arrow Creek Water Treatment & Supply Commission meeting adjourned at 1:53 pm.

APPROVED



Commissioner Ford
2022 Chair, Arrow Creek Water Treatment & Supply Commission

RECOMMENDATION(S) TO THE BOARD OF DIRECTORS

RECOMMENDATION #1

That the Arrow Creek Water Treatment & Supply Commission recommend that the Board award the Arrow Creek Water Treatment UV Reactor Replacement project to BI Purewater Inc.;

AND FURTHER that the Chair and Corporate Officer be authorized to sign the necessary documents to a maximum value of \$445,000, excluding GST;

AND FURTHER that the funds be paid from Service S251 Water Utility-Area B (Arrow Creek);

AND FURTHER that the Board approve an amendment to the 2022 Financial Plan for S251 Water Utility-Area B (Arrow Creek) Account 60000 to include an increase of \$95,000 for the Arrow Creek Water Treatment UV Reactor Replacement project, and increase Account 45000 Transfer from Reserves an equivalent amount to be funded from Reserve RES179 Arrow Creek Water Capital Utility.

RECOMMENDATION #2

That the Arrow Creek Water Treatment & Supply Commission recommend that the Board the following governance model for the Arrow Creek Water Treatment & Supply Commission:

1. Membership of the Commission being:
 - RDCK Board Chair (or Vice Chair), permanently designated as Chair of the Commission;
 - RDCK Electoral Area B Director;
 - RDCK Electoral Area C Director; and
 - Two members of Town of Creston Council.
2. Non-elected officials (alternates) shall have voting privileges at Commission meetings.
3. One member of Town of Creston Council having a position on the new RDCK Water Commission.
4. Operational and capital decisions for the Erickson Water District reviewed at each Arrow Creek Water Commission, especially decisions where there is contemplation of cost sharing with Arrow Creek Water Treatment and Supply Service.
5. That RDCK Staff are provided opportunity to provide recommendation to the Commission and the RDCK Board prior to Commission recommendations being forwarded to the RDCK Board for approval.
6. That the delegation of authority permitted under the Local Government Act remains for the Arrow Creek Water Treatment and Supply Service.
7. If agreed upon, these changes need to be immediately reflected within the establishing bylaw.



Regional District of Central Kootenay

COMMUNITY SUSTAINABLE LIVING ADVISORY COMMITTEE

Open Meeting Minutes

Tuesday, June 14, 2022 at 1:00 p.m.

RDCK Remote Meeting

The meeting is held remotely due to COVID-19

COMMISSION MEMBERS PRESENT

Chair L. Main	Village of Silverton
Director G. Jackman	Electoral Area A
Director A. Casemore	Electoral Area C
Director A. Watson	Electoral Area D
Director R. Faust	Electoral Area E
Director H. Cunningham	Electoral Area G
Director W. Popoff	Electoral Area H
Director A. Davidoff	Electoral Area I
Director R. Smith	Electoral Area J
Director P. Peterson	Electoral Area K
Director S. Hewat	Village of Kaslo
Director D. Lockwood	Village of Salmo

COMMISSION MEMBERS ABSENT

Director T. Wall	Electoral Area B
Director T. Newell	Electoral Area F

GUEST DIRECTORS

Alt. Director K. Page	City of Nelson
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STAFF PRESENT

S. Horn	Chief Administrative Officer
S. Sudan	General Manager of Development and Community Sustainability Services
C. Johnson	Manager of Community Sustainability
P. Marshall-Smith	Sustainability Planner

T. Zumpano	Water Services Liaison
N. Barrette	Watershed Governance Initiative GIS Assistant
S. Kindred	Administrative Assistant, Development & Community Sustainability Services

1. WEBEX REMOTE MEETING INFO

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote.

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m3985c1487d37973a42def41bf63ae7ea>

Join by Phone:

1-844-426-4405,,24655364435## Canada Toll Free
+1-604-449-3026,,24655364435## Canada Toll (Vancouver)

Meeting Number (access code): 2465 536 4435

Meeting Password: XyuK7ZJXX32

2. CALL TO ORDER

Chair Main called the meeting to order at 1:05 p.m.

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

4. ADOPTION OF AGENDA

Moved and seconded,
And Resolved:

The agenda for the June 14, 2022 Community Sustainable Living Advisory Committee meeting be adopted with the inclusion of Item No. 8.3 UBCM Strategic Priorities Fund – Capacities Fund before circulation.

Carried

5. RECEIPT OF MINUTES

The April 19, 2022 Community Sustainable Living Advisory minutes, have been received.

6. STAFF REPORTS

6.1 UPDATE ON SUSTAINABILITY SERVICE PROJECTS

The Staff Report dated June 14, 2022 from Paris Marshall Smith, Sustainability Planner, has been received.

7. OLD BUSINESS

7.1 FOR DISCUSSION: COMMUNITY SUSTAINABLE LIVING ADVISORY COMMITTEE (CSLAC) WORKSHOP - FOLLOW-UP

The Committee Report dated May 22, 2022 from Paris Marshall Smith, has been received.

Moved and seconded,

And Resolved that it be recommended to the Board:

That the Board direct Staff to complete Step 2 of Community Sustainable Living Advisory Committee project evaluation for Wynndel, Canfor and Blue Mountain cumulative impacts study;

AND FURTHER that the Board direct Staff to complete Step 2 of Community Sustainable Living Advisory Committee project evaluation to pilot energy storage in rural communities.

Carried

**RECESS/
RECONVENE**

The meeting recessed at 2:10 p.m. and reconvened at 2:16 p.m.

8. NEW BUSINESS

8.1 FOR DISCUSSION: WATERSHED GOVERNANCE INITIATIVE (WGI) SERVICE CASE ANALYSIS

The Committee Report dated May 24, 2022 from Paris Marshall Smith has been received.

Moved and seconded,
And Resolved:

That Alternate Director Keith Page have freedom of the floor.

Carried

Moved and seconded,
And Resolved that it be recommended to the Board:

That the Board direct staff to prepare a service case analysis and report back to the Board on the implications of establishing the requisition of a Drinking Water & Watershed Protection Service bylaw for protection of watersheds and drinking water in the Regional District of Central Kootenay.

Carried

8.2 ENVIRONMENTAL IMPACTS OF ELECTRIC CAR BATTERIES

The email dated June 2, 2022 from Director Peterson, has been received.

8.3 UNION OF BC MUNICIPALITIES STRATEGIC PRIORITIES FUND - CAPACITIES FUND

Moved and seconded,
And Resolved that it be recommended to the Board:

That the Board direct staff to apply to the Union of BC Municipalities Strategic Priorities Fund - Capacity Fund for climate action planning and implementation.

Carried

9. FOR INFORMATION: IN-PERSON MEETING LOCATION FOR HYBRID MEETING MODEL

The following location has been determined to hold the in-person meetings for the Community Sustainable Living Advisory Committee:

Location Name: RDCK Nelson Head Office - Boardroom

Location Address: 202 Lakeside Drive

The facility listed above will be able to accommodate the remote requirements for the meeting.

10. NEXT MEETING

The next Community Sustainable Living Advisory Committee meeting is scheduled for August 16, 2022 at 1:00 p.m.

11. ADJOURNMENT

Moved and seconded,

And Resolved:

The Community Sustainability Living Advisory Committee meeting be adjourned at 3:19 p.m.

Carried

Approved by

Leah Main, Chair

Digitally signed by

Shelly Kindred, Secretary



Regional District of Central Kootenay
JOINT RESOURCE RECOVERY COMMITTEE MEETING
Open Meeting Minutes

A Joint Resource Recovery Committee meeting was held on Wednesday, June 15, 2022 at 1:00 pm by remote meeting due to Novel Coronavirus 2019 (COVID-19).

ELECTED OFFICIALS PRESENT	Director G. Jackman Director T. Wall Director A. Casemore Director A. Watson Director R. Faust Director H. Cunningham Director W. Popoff Director A. Davidoff Director R. Smith Director P. Peterson Alt. Director D. Rye Councillor A. DeBoon Director S. Hewat Director T. Zeleznik Alt. Director K. Page Director C. Moss Director D. Lockwood Director L. Main Director J. Lunn	Electoral Area A (Chair, June 15, 2022 meeting) Electoral Area B Electoral Area C Electoral Area D Electoral Area E Electoral Area G Electoral Area H Electoral Area I Electoral Area J Electoral Area K City of Castlegar (<i>left the meeting @ 2:29 pm</i>) Town of Creston Village of Kaslo Village of Nakusp City of Nelson Village of New Denver Village of Salmo Village of Silverton Village of Slocan
ELECTED OFFICIALS ABSENT	Director T. Newell	Electoral Area F
STAFF PRESENT	S. Horn U. Wolf A. Wilson A. Evenson T. Barrington M. Deas A. Hamilton T. Johnston M. Morrison S. Eckman	Chief Administrative Officer General Manager of Environmental Services Resource Recovery Manager Senior Project Manager Resource Recovery Technician Resource Recovery Projects Advisory Environmental Services Project Lead Environmental Coordinator Organics Coordinator, RDCK Meeting Coordinator

1. WEBEX REMOTE MEETING INFO

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=md9db88fcb7fccf103a3ddf3b3eb56a22>

Join by Phone:

1-844-426-4405 Canada Toll Free

+1-604-449-3026 Canada Toll (Vancouver)

Meeting Number (access code): 2460 438 9764

Meeting Password: 7EVmtUwYT84

The following location has been determined to hold the in-person meetings for the Joint Resource Recovery Committee:

Location Name: RDCK Board Room

Location Address: 202 Lakeside Drive, Nelson, BC

The facility listed above was able to accommodate the remote requirements for the meeting.

2. CALL TO ORDER

Director Jackman assumed the chair and called the meeting to order at 1:03 pm.

2.1 TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

2.2 ADOPTION OF THE AGENDA

Moved and seconded,

And resolved:

The Agenda for the June 15, 2022 Joint Resource Recovery Committee meeting be adopted with the following:

- inclusion of Agenda Item 7.3: Rosebery Transfer Station Bear Fence Installation Update
- addition of the addendum

before circulation.

Carried

2.3 RECEIPT OF MINUTES

The May 18, 2022 Joint Resource Recovery Committee Minutes have been received.

3. CRESTON & VALLEY ECO-DEPOT – REQUEST FOR EXPRESSION OF INTEREST RESULTS

The June 6, 2022 Committee Report from Travis Barrington, Resource Recovery Technician, providing an update on the results of the Request for Expression of Interest (REOI) to supply, operate and maintain an Eco-Depot to serve residents in Creston and the surrounding area and seeking direction for how to proceed to establish full-time Household Hazardous Waste (HHW) collection services in that community, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

The Board direct Staff to enter into negotiation with Tip-It Waste Solutions and request a proposal to partner with the RDCK for Eco-Depot operations and Extended Producer Responsibility collections in the Creston area.

Carried

4. SERVICE A102 RESOURCE RECOVERY FINANCIAL PLAN AMENDMENT

The June 8, 2022 Committee Report from Uli Wolf, General Manager of Environmental Services, discussing the funding for Resource Recovery Plan (RRP) directed financial and administrative work to be provided by consultants and scale software replacement and further to obtain a recommendation to the Board of Directors to authorize a Financial Plan amendment to include required funding for these items, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board approve an amendment to the 2022 Financial Plan for Service A102 Resource Recovery and Service S188 Refuse Disposal (West Sub Sub-region) to include budget for the Scale Software Replacement Project, a Waste Composition Study, a Systems Efficiency Review and a Cost Recovery Model;

AND FURTHER, that that the following line items in the Financial Plan be changed:

- S188 increase by \$115,000 in account 59000 (Transfer to Other Services)
- S188 increase by \$115,000 in account 45000 (Transfer from Reserves)
- A102 increase by \$302,000 in account 45500 (Transfer from Services)
- A102 increase by \$130,000 in account 54030 (Contracted Services)
- A102 increase by \$172,000 in account 54040 (Consulting Services)

Carried

5. TRANSACTIONAL SOFTWARE UPGRADE

The June 1, 2022 Committee Report from Megan Deas, Resource Recovery Projects Advisor, recommending the purchase and service award of new transactional software for the Resource Recovery Facilities, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board direct staff to enter into a Licensing Agreement with Strong Data Automation, including license plate reader functionality, for a three year term with two possible one year extensions, commencing July 4, 2022 at a cost of \$57,550 (excluding GST) for 2022 and an ongoing cost of \$44,700 (excluding GST) for each subsequent year to be paid from Service A102 Resource Recovery;

AND FURTHER, that the Board direct staff to investigate additional options of purchasing Strong Data Automation's customer online portal, unattended transaction kiosks, and/or cashless prepaid cards for future consideration.

Carried

6. ORGANICS INFRASTRUCTURE PROJECTS - TETRA TECH ENGINEERING CONTRACT

The June 7, 2022 Committee Report from Alayne Hamilton, Environmental Projects Lead, outlining a proposed contract extension for Tetra Tech for the engineering and design works associated with the organics infrastructure projects, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board approve a 2 year contract extension to Tetra Tech Canada Inc. for works associated with the organics infrastructure projects engineering and design, starting July 1, 2022 with a maximum extension contract value of \$141,451 not including GST;

AND FURTHER, that the Board accept Tetra Tech Canada Inc.'s proposed fee schedule increases for the contract extension period from July 1, 2022 to June 30, 2024;

AND FURTHER, that the costs be paid from Service A120 Central-West Compost.

Carried

Staff recessed from 2:27 pm to 2:39 pm for a break.

7. STAFF REPORTS

7.1 ICI PRINTED PAPER & PACKAGING WEBINAR

Travis Barrington, Resource Recovery Technician, provided a verbal report on the Ministry of Environment and Climate Change Strategy's Extended Producer Responsibility program's Management of B.C.'s Industrial, Commercial and Institutional (ICI) Paper and Packaging Products (PPP) Research Study, summarized below:

- *The Ministry of Environment's consultant has completed their research into ICI PPP volumes and disposal in BC*
- *Report on research will be published in Fall 2022*
 - o *MoE engagement, development and communication to follow*
 - o *Defined policy approach by 2025*
- *There are no recommendations based on this research put forward at this time*
 - o *The objective of the research is to develop a baseline of ICI PPP generation and management, divided by sources – industry and region*
- *ICI PPP volumes for disposed, collected for recycling and recycled*
- *Total ICI waste disposed in BC estimate 932,000 tonnes*
 - o *225,000 tonnes ICI PPP*
- *PPP equals 26% of all ICI waste disposed*
- *Kootenay region (RDKB, RDCK and RDEK) made up 4% of ICI PPP disposed of in BC*
 - o *Lower Mainland equals 50%*
- *Across BC percent of ICI PPP that is collected for recycling*
 - o *66 – 90% fibre*
 - o *Up to 18% plastic hard plastic*
 - o *Up to 5% film plastic*
 - o *Up to 12% metal*
 - o *Up to 18% glass*
- *Extensive feedback received from service providers, local government and ICI parties*
 - o *Rural areas often cited lack of access and high expense to recycling services*
- *Consultants had more confidence in data from urban areas (Lower Mainland, Capital region) but received more feedback and comments from rural areas*
- *Barriers to further ICI PPP recycling identified by governments, service providers and generators:*
 - o *Lack of information, high-cost for service, economies of scale (service providers unable to invest in service for some areas), storage and space for generators, contamination and end markets for service providers*

7.2 ORGANICS WASTE NEWSLETTER

A copy of the Organic Waste Newsletter being sent to select RDCK residents, has been received.

7.3 ROSEBERY TRANSFER STATION BEAR FENCE INSTALLATION

Uli Wolf, General Manager of Environmental Services provided a verbal report on the installation of the bear fence at the Rosebery transfer station, summarized below:

- *Situation has evolved with ongoing bear issues*
- *Conventional methods of lid repairs, bins repair, more frequent hauling has not reduced the bears attending the site*
- *Options are to either shut down site or consider the situation to be an emergency*
- *Bear fence is being constructed using CAP funds*
- *The fence will be constructed around full facility*
- *Anticipated to be completed by mid-July*

8. IN CAMERA

8.1 MEETING CLOSED TO THE PUBLIC

The Joint Resource Recovery Committee meeting resumed with the Open meeting after In Camera to address Item 9: Creston Landfill Phase 1E Closure – Tender Results.

Moved and seconded,
And resolved:

In the opinion of the Board and, in accordance with Section 90 of the Community Charter the public interest so requires that persons other than DIRECTORS, ALTERNATE DIRECTORS, DELEGATIONS AND STAFF be excluded from the meeting;

AND FURTHER, in accordance with Section 90 of the Community Charter, the meeting is to be closed on the basis(es) identified in the following Subsection(s):

(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;

(g) litigation or potential litigation affecting the municipality

Carried

8.2 RECESS OF OPEN MEETING

Moved and seconded,
And resolved:

The June 15, 2022 Joint Resource Recovery Committee Open meeting be recessed at 3:37 pm in order to conduct the Closed In-Camera meeting and reconvened at 4:12 pm.

Carried

9. CRESTON LANDFILL PHASE 1E CLOSURE - TENDER RESULTS

The June 9, 2022 Committee Report from Amy Wilson, Resource Recovery Manager, requesting direction to either award the construction contract for the Phase 1E Closure at the Creston Landfill to MCL Group Ltd. based on a modified design, award based on current design and complete a Financial Plan amendment, or cancel and re-issue the modified design tender in the fall of 2022 for construction in 2023, has been received.

Moved and seconded,
And resolved that it be recommended to the Board:

That the Board direct Staff to award the contract for Phase 1E at the Creston Landfill to MCL Group Ltd. in the amount of \$1,127,732.25 plus GST;

AND FURTHER, that the Chair and Corporate Officer be authorized to sign the necessary documents to a maximum value of up to \$1,127,732.25, plus GST;

AND FURTHER, that the costs be paid from Service S186, East Resource Recovery.

Carried

NOTICE OF MOTION

Director Davidoff requested a Notice of Motion for the July 20, 2022 Joint Resource Recovery Committee meeting regarding the consequences of pausing the Organics Diversion Project funded by Service A120 to determine if we have chosen the most appropriate technology with a report back at the August Joint Resource Recovery Meeting.

10. PUBLIC TIME

The Chair called for questions from the public and members of the media at 4:12 pm.

11. ADJOURNMENT

Moved and seconded,
And resolved:

The June 15, 2022 Joint Resource Recovery Committee meeting adjourn at 4:13 pm.

Carried

Approved by

Director G. Jackman
Chair, June 15, 2022 Joint Resource Recovery Committee meeting

BOARD RESOLUTIONS AS ADOPTED AT THE JUNE 15, 2022 JOINT RESOURCE RECOVERY COMMITTEE MEETING

RECOMMENDATION #1

The Board direct Staff to enter into negotiation with Tip-It Waste Solutions and request a proposal to partner with the RDCK for Eco-Depot operations and Extended Producer Responsibility collections in the Creston area.

RECOMMENDATION #2

That the Board approve an amendment to the 2022 Financial Plan for Service A102 Resource Recovery and Service S188 Refuse Disposal (West Sub Sub-region) to include budget for the Scale Software Replacement Project, a Waste Composition Study, a Systems Efficiency Review and a Cost Recovery Model;

AND FURTHER, that that the following line items in the Financial Plan be changed:

- S188 increase by \$115,000 in account 59000 (Transfer to Other Services)
- S188 increase by \$115,000 in account 45000 (Transfer from Reserves)
- A102 increase by \$302,000 in account 45500 (Transfer from Services)
- A102 increase by \$130,000 in account 54030 (Contracted Services)
- A102 increase by \$172,000 in account 54040 (Consulting Services)

RECOMMENDATION #3

That the Board direct staff to enter into a Licensing Agreement with Strong Data Automation, including license plate reader functionality, for a three year term with two possible one year extensions, commencing July 4, 2022 at a cost of \$57,550 (excluding GST) for 2022 and an ongoing cost of \$44,700 (excluding GST) for each subsequent year to be paid from Service A102 Resource Recovery;

AND FURTHER, that the Board direct staff to investigate additional options of purchasing Strong Data Automation's customer online portal, unattended transaction kiosks, and/or cashless prepaid cards for future consideration.

RECOMMENDATION #4

That the Board approve a 2 year contract extension to Tetra Tech Canada Inc. for works associated with the organics infrastructure projects engineering and design, starting July 1, 2022 with a maximum extension contract value of \$141,451 not including GST;

AND FURTHER, that the Board accept Tetra Tech Canada Inc.'s proposed fee schedule increases for the contract extension period from July 1, 2022 to June 30, 2024;

AND FURTHER, that the costs be paid from Service A120 Central-West Compost.

RECOMMENDATION #5

That the Board direct Staff to award the contract for Phase 1E at the Creston Landfill to MCL Group Ltd. in the amount of \$1,127,732.25 plus GST;

AND FURTHER, that the Chair and Corporate Officer be authorized to sign the necessary documents to a maximum value of up to \$1,127,732.25, plus GST;

AND FURTHER, that the costs be paid from Service S186, East Resource Recovery.



Director's Report

Garry Jackman – Area A – Wynndel/East Shore Kootenay Lake

Report Date: June 6, 2022

Kootenay Timber Supply Area (TSA) Collaborative Steering Committee

As of writing this update the final letter responding to the Minister had not gone out. The consensus of the steering committee was that in view of the government comments, the group would be discontinued, leaving individual industry members to continue to pursue the recommendations on forest industry with their government staff contacts and to wait for government decisions on other recommendations.

Columbia Basin Regional Advisory Committee (CBRAC)

CBRAC held a hybrid in person/virtual meeting in Valemount on May 30th and 31st which I was able to attend in person. The first morning a trip was arranged to drive about a half hour out of town along the Canoe River drainage which feeds the northerly end of the Kinbasket reservoir (Canoe Reach). Our destination was the Valemount Marina. I have seen the Kinbasket in the past at Valemount and at Mica but never at low water like that day. I understand the reservoir had been drafted about 20 feet below typical low water in preparation for the runoff. The extent of the stark, dry 'canyon' of cobble, mud and debris was staggering. The near edge of what may be described as a lake or reservoir barely reached the marina, with a trickle flow of the Canoe River lost in the midst of the dry valley bottom devoid of vegetation. For interest I looked up different mapping sites to view the ortho images which were available. Both suggest a wide body of water bordered by a green carpet of vegetation leading up into the mountains above. The images are far from reality but unfortunately in a world obsessed with commercialized representations of the planet (showing nearby hotels and restaurants plus recreation sites nestled at the waters' edge) we do not appear to be inclined to promote reality. Some of the best discussion of the two days was held along the ridge above the 'cobble canyon' which dropped about 100 feet that day to the water trickle in the middle of a valley several hundred feet wide. The discussion was partly around the long term loss of vegetation and the sparse recovery which can be seen across a string of moderate water years being scrubbed away in years where filling over full pool (to the benefit of other communities in the basin) which will float higher volumes of woody debris which impact the vegetation under wave action.

The indoor conversations were engaging and well attended between 19 in person and a dozen or so virtual participants. We had updates on the treaty negotiations, work on both the environmental and socio/economic values plus a detailed 2022 operational forecast from BC Hydro.

For more information

info@rdck.bc.ca | 250.352.6665 | 1.800.268.7325 (BC) | or visit rdck.ca

Regional Connectivity Committee

The RCC continues to meet regularly. Following the general funding announcements on overall funding programs we are waiting for confirmation of detailed results for previous grant applications while formulating the next set of projects to improve connectivity to households not eligible under earlier grant programs.

Federation of Canadian Municipalities – 2022 Conference

Even though travel took much longer than first anticipated, with airlines cancelling flights and creating longer waits at airports between connections, I found the numerous in person conversations very valuable in addition to attending formal sessions. I made all of the plenary sessions except for a half hour of one on Friday and the Sunday afternoon session as my travel was booked for that afternoon. For workshops I attended the Mitacs session (connecting projects to researchers and experts) which would be a good fit for our geothermal project, the session on using transaction data to track economic growth and potential, the indigenous partnerships session and the session about dealing with online harassment.

I will note that a fellow named Brian and I took a couple of minutes to recall that we had met in Beckwith County just outside of Ottawa a few years back when Aimee arranged a visit. This was only one of many discussions with faces from the past, but during breakfast we had a great discussion about EPR (extended producer responsibility) in BC along with two councilors from Quebec. I followed up by sending their county manager some information on our system, pointing out some of the strong and weaker points.



Garry Jackman

Director of Electoral Area A – Wynndel/
East Shore Kootenay Lake

June 6, 2022

To Geoscience BC

Dear grant reviewer:

RE: Letter of Support – Kootenay Lake Geothermal Project

As Director on the RDCK Board for Area A – Wynndel/East Shore Kootenay Lake, and a member of the Area A Economic Development Commission, I am writing to demonstrate support for the funding application being submitted by the South Kootenay Lake Community Services Society.

The goal of the project is to develop a predictive model to best identify where a geothermal resource is potentially located to be captured for the economic benefit of the community and region. Our region has several known hot spring locations, but through records from historic mining activity and broad based energy mapping there is evidence that many potential locations with geothermal resources can be accessed as a form of clean energy. The Regional District of Central Kootenay has already supported this project through funding from our Sustainability Service and I am recommending additional funding from the Area A Community Development fund towards this phase of the project.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Garry Jackman".

Garry Jackman
RDCK Director Area A – Wynndel/East Shore Kootenay Lake

Angela Lund

To: Ramona Faust
Subject: RE: Policy Morsels for May 2022

----- Forwarded message -----

From: Central Kootenay Food Policy Council <info@ckfoodpolicy.ca>
Date: Tue., May 24, 2022, 10:40 a.m.
Subject: Policy Morsels for May 2022
To: <ramona_r@telus.net>

[View this email in your browser](#)

Welcome to the May 2022 edition of Policy Morsels

This quarterly e-news is to inform Council members of our activities, events, and policy happenings. We encourage you to share it with your community and networks.



Welcoming our new Executive Director

We are thrilled to announce our new Executive Director, Marya Skrypiczajko. Marya comes to the Council with a deep understanding of food systems in BC and locally. For fourteen years she led the evolution of the Nelson Food Cupboard from a one program initiative to the Community Food Centre, with a host of programs serving residents in Nelson and area. "I am

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CONNECT

Welcoming our new Executive Director

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2021 Annual Review

Check out our hot-off-the-virtual-press [2021 Annual Review](#) and read about all of the amazing work we've been able to do over the past year in collaboration with our partners and with support from our generous funders. We're so grateful for our Council members, supporters, funders and partners who enabled us to achieve what we did.

Annual General Meeting

On April 26th, we hosted a special council AGM facilitated by Michele A Sam, who weaved together our regular AGM business with an interactive exploration of the principles of the Ktunaxa Creation Story. The session was a wonderful opportunity to explore some of the principles of the Ktunaxa Creation Story and how they can be applied to both the work of the Council and its members. Participants reflected on how they could bring what they learned into their work for the coming year. Many expressed gratitude for the gentle and refreshing format of the session and appreciated new ways of meeting and coming together. You can watch the recording [here](#).

Council Changes

As happens at each Annual General Meeting, there are changes in the makeup of the Council. At our AGM in April, we welcomed two new Council members, [Jessica Chant](#) and [Jeff Nimmo](#). Jessica is the Executive Director at the Nelson Community Food Centre and Jeff is stepping into Kevin Murphy's vacancy as the new regional agrologist serving the Kootenays on behalf of the Ministry of Agriculture. We are thrilled to have both of them on the

Council and look forward to all the ways that they will contribute to our Council's vision and work.

Our AGM also saw a shift on our Council's Board. Long-time Board members, Mick Wilson and Hailey Troock both stepped off the Board. We are happy to report that they will both remain on the Council but without the extra duties that the Board members carry. Deep gratitude goes out to Mick and Hailey for contributing their time, vision and energy to the Board over the years.

Two other Council members have stepped up to fill the Board vacancies: long time member and Winlaw area farmer, Alys Ford, and the Coordinator of Kootenay Boundary Farm Advisors, Rachael Roussin, who joined the Council at last year's AGM. As always, we are deeply grateful for the willingness of Council members to serve on our Board and help to keep the Council relevant, vibrant, and impactful. Rachael and Alys join Board members Patrick Steiner (President), Nyree Marsh (Treasurer), Tara Stark (Secretary).



2022 Farm & Food Directory Now Available

Fresh off the presses! The fifth annual [Farm & Food Directory](#), a joint publication of the Council and the Pennywise, is available for pickup at a location near you! Available for free at tourist information centres, markets and local food stores in the Central Kootenay Region or online at centralkootenayfood.ca. Please feel free to take extra copies to share with your family, friends and to place in locations where others can find them.

In 2021, we added a tool to our Farm & Food Directory to enable Indigenous, Black, other People of Colour, Youth, and LGBTQ2S+ individuals to self-identity in our Directory. Our purpose was to enable those who so choose to promote their identity, with the hope that it would better enable people to proactively support their businesses. You can read more in

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Foodshed Fanfare

Our [Foodshed Fanfare series](#) celebrates the many wonderful people who reside in the Central Kootenay and who quietly contribute so much to our region's food systems. In this edition of Foodshed Fanfare, we honour Hollie Wheeler & Sam Lazenby as they transition out of Nelson's Chocofellar after 32 years at the helm. [Read the full post by Abra on our blog.](#)



Cannabis Summit: from policy to action

A small but mighty group of area residents who participate in the Central Kootenay Economic Development Council attended the first ever provincial Cannabis Summit. A key focus of the Summit was to engage the community in identifying and prioritizing policy needs for the sector. Our Policy Director, Abra, contributed to the development of the process and also presented in several sessions about policy needs and strategies. Summit attendees, in person and those who joined virtually, were able to then vote on their policy priorities. The [end result can be seen here](#), as well as more information about the process and the Summit itself.

person and those who joined virtually, were able to then vote on their policy priorities. The [end result can be seen here](#), as well as more information about the process and the Summit itself.

One key session included four Members of Parliament from BC who have an interest in advancing good public policy related to cannabis. Both MPs whose ridings are included in the Central Kootenay attended: Richard Cannings and Rob Morrison. All four MPs voiced strong support for breaking down the policy barriers that are creating such challenges for our craft cannabis producers and we look forward to working with them to advance that agenda.

The highlight of the Summit was the strong leadership of and participation by Indigenous individuals in the Summit. It was apparent throughout the Summit that the event organizers had made a real commitment to engaging proactively with Indigenous Nations and particularly the Nation in whose territory the event took place, the Syilx Okanagan. It was also inspiring to learn from many Indigenous leaders all the ways in which they are using cannabis as a tool for healing and economic development in their communities.

We thank the Summit lead organizers, BC Craft Farmers Coop and the Association of Canadian Cannabis Retailers, for their vision, hard work, and great achievement in this first of many such events.

Mobilizing around food for the 2022 Municipal Election

Local Government elections will take place on October 15th this year. It has been four years since we elected those who have been making decisions on our behalf in the municipalities and rural areas of the Central Kootenay.

Having elected officials who understand the role that local governments can play in advancing food justice makes for strong allies in our work. Let's find out which of the candidates will prioritize action on food systems.

The Food Policy Council is forming a Working Group with the goal of creating an Election

Toolkit. Join this short term Working Group so that together we can create resources for area residents, business groups, and non-profit organizations to shine a spotlight on food in this election. Please reach out to Abra if you want to learn more and to join this group: policy@ckfoodpolicy.ca.



Anti-Racism Statement & Land Acknowledgement

Thanks to the support of our Anti-Racism Working Group, we've developed two important statements that reflect our commitment to anti-racism work. The first is an anti-racism statement, which is [on our website](#) and was included in our [2021 Annual Review](#). We have also developed a land acknowledgement which appears in the footers on both our website and emails and will be included in all publications moving forward. These are two small steps we have made to acknowledge systemic racism as we move towards fostering a just and equitable food system in the region. If you are interested in joining us as we learn together and seek to guide the Council's work in addressing systemic racism, we meet the last Wednesday of the month at 2PM. Reach out to policy@ckfoodpolicy.ca for the Zoom link.

The Anti-Racist Farmer's Market Toolkit

As we head into farmers market season, now is a good time to think about how to make farmers markets more equitable spaces. The [Anti-Racist Farmers Market Toolkit](#) is a helpful tool to support farmers market managers as they put anti-racism concepts into practice while setting up and managing farmers markets. Although this guide is aimed at managers of farmers markets, other food systems based organizations can benefit from the anti-racist organizational development practices mentioned. You can download the free guide [here](#).

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Supporting Emergency Food Service Providers

We are strong believers, at the Food Policy Council, that great things can happen when we work together - or at the very least we can lighten the load when we work together.

Emergency food services in many of the rural areas and small communities of our region rarely have the luxury of continuity - where the same individual is able to build relationships with both the sources of food and with those who will benefit from access to it. This points to a strong need to provide support that can bridge gaps between funding, staffing and service offerings.

The Central Kootenay Food Policy Council will be hosting a virtual meeting for all those in our region who are involved in emergency food services. Our intention for the meeting is simple: to enable people to connect with each other, to learn what is working and what the challenges are, and to brainstorm options for making it easier to ensure that our communities are well fed. The meeting will be Monday, June 20th, at 3PM by Zoom. Please mark your calendars and RSVP to ed@ckfoodpolicy.ca to receive the Zoom invitation.

Please share this information with anyone you know who provides emergency food services in the Central Kootenay.

Please share this information with anyone you know who provides emergency food services in the Central Kootenay.



2022 Federal Local Food Infrastructure Intake Opens on June 1st

The [Local Food Infrastructure Fund \(LFIF\)](#) is a 5-year, \$60 million initiative ending March 31, 2024. It was created as part of the Government of Canada's Food Policy for a healthier and more sustainable food system in Canada. The LFIF is aimed at community-based, not-for-profit organizations with a mission to reduce food insecurity by establishing and strengthening their local food system. The fourth intake of LFIF will take place from June 1, 2022 to July 15, 2022 and will focus on projects that either create a portion of (or expand) a food system or implement an entire food system. Projects must be infrastructure specific and be community-driven, dedicated to improving access to healthy, nutritious and local foods for Canadians at risk of food insecurity.

Request for Proposals - SD20 School Lunch Catering Contract

School District No. 20 is looking for a catering contractor to plan and create school lunches for roughly 200 students a day who use the district-supported lunch program. The goal is to create a packed lunch service that is healthy, tasty, and affordable. A request for proposals (RFP) is live on [BC Bid](#) until the deadline on June 10, 2022. To find the bid online, go to BC Bid, click "browse bids", search for "School District No. 20" and click "Supplier Attachments Exist," to download the PDF with the RFP details.

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2022 Bringing the Salmon Home Festival

The [2022 Bringing the Salmon Home Festival](#) was held online from May 3-4 and was a wonderful opportunity to learn about the Indigenous led-work to bring the salmon home to the upper Columbia River. If you missed the online event, you can still watch the recordings of presentations from knowledge keepers, artists, musicians, biologists, elders and youth that explored innovative approaches to ecosystem restoration and cultural renewal. [Visit their website](#) to watch online.

Lardeau Valley LINKS Update

LINKS, with thanks to the support from [ETSI BC](#), RDCK and the Central Kootenay Food Policy Council, has conducted a survey for our area regarding meat consumption and meat/feed production in response to the new Farm Gate and Farm Gate + licenses. LINKS also held an info event regarding Farm Gate and Farm Gate + licenses with guest speakers and print resources for local farmers and would-be farmers to learn more about these licenses and the opportunities they may provide for meat production in remote areas such as the Lardeau Valley. Preliminary survey results show an extremely strong market interest in locally raised meat, with the biggest barrier identified by meat producers being concern for access to affordable quality feed. Along with the info session and survey, LINKS has been and will continue to work with local farmers and expert consultants to explore creative solutions to be able to best explore this opportunity in the area.



Tom Newell
Director of Electoral Area F

May 23, 2022

CleanBC, Government of BC

RE: Re: Nelson Hydro Battery Energy Storage Project (BESP)

To: CleanBC

My name is Tom Newell and I am the RDCK Electoral Area Direct for Area F. I believe that the BESP project will have a positive impact for Nelson Hydro customers in Area F. I also note that Site's 3 and 4 are located in Area F.

This letter is an expression of my support for this project. My review of the **"May 3, 2022 Report to Nelson City Council"** and my clarifying conversations with Nelson Hydro Manager Scott Spencer have led me to this decision.

I will not repeat the rationales highlighted in the report other than to state that, continuity of power is a huge issue for Area F residents. Two aspects of this continuity are:

1. power continuity when power is interrupted by line disruption and,
2. extra support at peak demand because, as stated in the report, peak demands are increasing and power outages at these peak times are magnified in impact as they most often occur on peak weather days; cold winter days and hot summer days.

My concern, and this has been stated to Scott, is that the project must mitigate the impacts of this structure on neighbours in this rural area. Scott has confirmed that Nelson Hydro will engage the neighbours as they work through the crown land application.

I do applaud Nelson Hydro for their extensive 2022 vegetation management program now under way. This will reduce the risk of vegetation caused interruptions.

In closing I would like to thank Nelson Hydro for the opportunity to comment on this program and thank CleanBC for taking the time to read this letter.

Please feel free to communicate any questions to me; phone, letter or email all work for me.

Sincerely,

cc. RDCK Board and Nelson City Council



Walter Popoff
Director of Electoral Area H

May 27, 2022

File: 220524

North Slokan Trails Society,
Attn: President Mike Koolen,
PO Box 213,
New Denver, BC.

Dear: Mr. Koolen

Please consider this as my support for the North Slokan Trails Society plans for a trails polygon in the Ranch Ridge Area above Rosebery. I understand that NSTS has five trails in the vicinity, including the popular "Butter trail". The trails polygon will add and create a network of trails of different expertise level from beginner to expert trail riders.

Mountain biking is very popular and one of the fastest-growing healthy outdoor activities in Canada. I believe NSTS proposed expansion of trails will appeal to both local and visiting riders providing social and economic benefits to the Area.

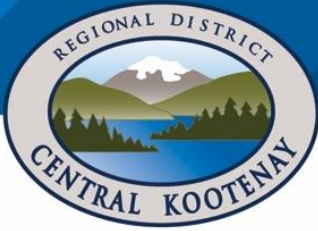
The NSTS has been upgrading trails in the Slokan Valley since 2010 and has proven to be experienced and capable trail stewards. Their work has received praise from trail users, both local and visiting. I am confident that the quality of work will continue to be enduring and of high standard.

Sincerely,

Walter Popoff

Digitally signed by Walter Popoff
DN: cn=Walter Popoff, o=RDCK,
ou=Area H,
email=wpopoff@rdck.bc.ca, c=CA
Date: 2022.05.27 20:43:12 -07'00'

Regional District of Central Kootenay
Area H



Director's Report

Director Leah Main – Village of Silverton

Report Date: June 2022

FCM AC 2022 – Regina

Opening Plenary & President's Forum

Keynote Speeches – Prime Minister Trudeau, Andrew Scheer, Dominic LeBlanc, Jagmeet Singh

- Language used in speeches from all four reflected FCM Advocacy over the last number of years, particularly regarding the need for “a modernized municipal/Federal relationship”, “more robust financial tools”, “housing and transit as cornerstones of national recovery”, and the need for a strengthened focus on rural communities.
- Minister LeBlanc finally, for the first time acknowledged that, indeed “the federal government has a responsibility and a role to play in renewing inter-community passenger (bus) transportation” – I had an immediate consultation with FCM Staff regarding the import of this statement on our advocacy on this file. I will continue my involvement on this portfolio, as a key driver for both recovery and emissions reduction on a national scale.

Rural Plenary – fireside chat with Jacques Demers (Quebec Caucus), Wendy Landry (Nunavut), Sarah Patricia Breen (Selkirk College), moderated by Robin Kurpjuweit (Alberta) – common concerns around: Housing, infrastructure, and Inter-Community Passenger Transportation, with clear identification of need for a concierge service for grant applications and ability to collaborate for such applications, as well as frustration around Disaster Mitigation/Recovery not funding “Build Back Better”

Afternoon Plenary - [The Future of Canadian Municipalities in the 21st Century](#) with Senators Bernadette Clement and Paula Simons, and Edmonton Mayor Amarjit Sohi

Women in Local Government Reception – and Ann MacLean Award (former FCM Board Director Cheryl Spence, Warman, Ontario), and Andree P. Boucher Scholarships

Resolutions

- **Refugees & Resettlement:** That FCM urge the Government of Canada to cooperate and work with agencies, such as the Ukrainian-Canadian Congress and the UN Refugee Agency in Canada, to expedite appropriate resettlement and streamline the immigration process for refugees fleeing the conflict in Ukraine, as well as other refugees of international conflicts.

For more information

info@rdck.bc.ca | 250.352.6665 | 1.800.268.7325 (BC) | or visit rdck.ca

I met with Yellowknife Mayor Rebecca Alty and _____ Staff Leanne Holt regarding the development of a broader Resolution on this topic, expanding its scope to include increased emphasis on the broader refugee/resettlement situation, and to include language leading to development of an inter-Ministry panel to address the issues of: rural resettlement and the community supports needed to allow for this; ...

- Canada Community Building Fund: **RESOLVED**, That the federal government ensure that municipalities are meaningfully engaged in the development of the 2024-2034 Canada Community-Building Fund agreements through FCM and provincial and territorial municipal associations; and be it further
RESOLVED, That the 2024-2025 Canada Community-Building Fund agreements modernize this critical municipal funding program by increasing the indexation from 2 per cent to 3.5 per cent annually, and by eliminating the current practice of applying the index at \$100 million increments.

Workshop – Work/Life Balance, with Prairies & Territories Caucus Chair, Councillor from Yorktown, Sask. Randy Goulden; Mike Yargeau, Mayor ____, Alberta; Kassim Doumbia (Chair, Francophone Municipalities New Brunswick), moderated by FCM Staff Bisola Odesola

Elections

- BC Caucus, by Acclamation:
Leah Main (RDCK) – Chair
Rhona Martin (Columbia-Shuswap RD) – Vice Chair
Suzan Hewat (RDCK)
Daniel Arbour (Comox RD)
Arjun Singh (Kamloops)
James Wang (Burnaby)
Laurey Ann Roodenberg (UBCM-Appointed)
Rebecca Bligh (Vancouver) FCM Third Vice-President
- A final appointee from Vancouver (Urban) will come after the October civic election.

May 30, 2022

Aimee Watson, Chair
Regional District of Central Kootenay
Box 590
202 Lakeside Drive
Nelson, BC V1L 5R4

Dear Chair Watson,

Re : Request for Support – UBCM Strategic Priorities Fund Application

With air travel rebounding, the City of Castlegar expects to see a return to 85,000 annual passengers through West Kootenay Regional Airport (WKRA) in 2024. Right now, WKRA has an opportunity to make critical upgrades to improve the facility and passenger experience. We are applying to the Union of British Columbia Municipalities (UBCM) Strategic Priorities Fund, and we are hoping the Regional District of Central Kootenay will consider providing a letter of support.

WKRA serves passengers from the entire region. It is a major commercial hub and is supporting the economic recovery of the region post-pandemic. It also serves as the air tanker base for the Southeast Fire Centre and services air ambulance flights which support public safety.

The WKRA Master Plan prioritizes several improvements needed at the airport as growth milestones are met. The first is a Required Navigational Performance (RNP) solution to reduce the number of cancellations due to river/valley fog, which will improve customer confidence in the airport, increase bookings, and reduce carbon emissions by minimizing flight times and the need for circling. The City invested \$1 million in an RNP solution and anticipate it will be in place in 2023. The second is the arrival of larger aircraft. This milestone has already been met as Air Canada began providing service to WKRA with the Q400 aircraft in 2021.

These two growth milestones trigger an immediate need to expand the:

- terminal building, and
- vehicle entrance and parking arrangements.

Both these projects are eligible for the UBCM Strategic Priorities Fund and the City will be applying for \$6 million. The total cost of the project is expected to be \$10 million.

Your residents will benefit from an improved passenger experience with more space inside the terminal building, including a larger, secure waiting area with washroom and vending facilities, and more efficient parking and passenger drop off and pick up.

The City of Castlegar has made significant investments into WKRA during a very difficult time and we believe regional economic recovery and growth will require modern and reliable air traffic service. We hope we can count on you for a letter of support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kirk Duff', written over a long, thin horizontal line that extends across the width of the signature.

Mayor Kirk Duff
City of Castlegar

May 17, 2022

Chair Aimee Watson
Regional District of Central Kootenay
Box 590
Nelson, BC V1L 5R4

Dear Chair Watson:

Re: 2022 AKBLG Resolution(s)

UBCM is in receipt of the attached resolution(s) endorsed by your Board. Your resolution(s) received endorsement at the 2022 AKBLG Spring Convention.

As such, the resolution(s) will be included in UBCM Resolutions Book for the 2022 UBCM Convention in September.

Please contact Jamee Justason, Resolutions and Policy Analyst, if you have any questions about this process, email: jjustason@ubcm.ca.

Sincerely,



Councillor Laurey-Anne Roodenburg
UBCM President

Enclosure

Mitigate Risk from Flooding – Berms, Dikes and Dams

Central Kootenay RD

Whereas communities across British Columbia are struggling to assess and mitigate the risk from flooding with historic berms, dikes and dams in various states of repair where pre-emptive work is constrained by Ministry of Environment Regulations;

And whereas communities do not have taxation and borrowing capacity to address the financial commitment required to safeguard infrastructure and residential development:

Therefore be it resolved that UBCM ask the Province of British Columbia to create a strategy to reassume the responsibility for existing abandoned berms, dikes, dams and historic emergency flood works that protect multiple homes or infrastructure.

Convention Decision:

Increased Resources for Modernized Land Use Planning

Central Kootenay RD

Whereas public lands in British Columbia are facing complex and cumulative pressures, with competing demands between stakeholders and ever-increasing impacts to wildlife and ecosystems, and in 2018 the Province of BC committed to “work collaboratively with Indigenous governments, communities, and stakeholders to modernize land use planning”, including “collaborating with Indigenous governments in natural resource management that is informed by the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) and the Truth and Reconciliation Commission Calls to Action”;

And whereas the advancement of land use planning through the Modernized Land Use Planning program to date has been limited, leaving many regions in BC without strategic direction or guidance on stewardship and management of public land and waters. With communities and local governments responding to proposals without the benefit of an integrated approach and knowledge of cumulative impacts:

Therefore be it resolved that UBCM request that the Province of BC add staffing to facilitate the completion of modernized land use planning, inclusive of the UNDRIP protocols endorsed by the Province of BC, by the end of 2024.

Convention Decision:

Library Funding

**Radium Hot Springs,
Nelson, Cranbrook,
Central Kootenay RD**

Whereas libraries in British Columbia are largely financed by levies paid by local governments, and where provincial library funding has remained stagnant for over 10 years;

And whereas public libraries are central to communities, providing equitable access to vital resources, including internet, computers, digital library tools, and in-person services from expert staff

And whereas public libraries provide British Columbians with low-barrier services, that support job seekers and small businesses, that increase literacy in communities, that advance reconciliation with Indigenous peoples, and that promote equity and inclusion;

Therefore be it resolved that AKBLG and UBCM strongly encourage the Government of British Columbia to provide long-term, sustainable funding, clarity on the funding formula and equity in funding for public libraries in BC;

And be it further resolved that the Province ensure that BC libraries will henceforth receive regular increases to provincial government funding reflecting the BC Consumer Price Index in subsequent years.

Convention Decision:

**Funding Model for Emergency Management
Responsibilities**

**Nelson, Central
Kootenay RD**

Whereas local governments across British Columbia are increasingly being impacted by severe weather events that are creating complex emergency situations;

And whereas local governments are legislated to plan for, respond to, and assist their communities in recovering from these emergencies:

Therefore be it resolved that UBCM encourage the Province of British Columbia create an annual funding model for local governments to more adequately prepare for and respond to local emergencies.

Convention Decision:

Angela Lund

To: Stuart J. Horn
Subject: RE: Central Kooteney Regional District

From: Local Government Climate Action Program ENV:EX <LGCAP@gov.bc.ca>

Sent: May 17, 2022 9:54 AM

To: Stuart J. Horn <SHorn@rdck.bc.ca>

Subject: Central Kooteney Regional District

CAUTION

This email originated from outside the organization. Please proceed only if you trust the sender.

Dear Stuart Horn,

This email is to follow up on the announcement made by the Honourable George Heyman, Minister of Environment and Climate Change Strategy and the Honourable Nathan Cullen, Minister of Municipal Affairs on the new Local Government Climate Action Program (LGCAP). The Program will provide predictable, annual, and long-term funding for local governments. Funding will support the climate action required for B.C. to reach [legislated climate targets](#) and for local governments and Modern Treaty Nations to prepare communities for the impacts of a changing climate.

Attached is a letter informing your community of how much funding is available to you and the next steps in how to participate in LGCAP. Here you will find links to the LGCAP website which will provide you with information on how to meet program requirements, important dates and timelines, and opportunities to register for introductory webinars.

The Province looks forward to working with your community as we continue to work towards shared climate action goals.

Sincerely,

Local Government Climate Action Program Team



Local Government Climate Action Program

Climate Partnerships & Engagement Branch

Ministry of Environment and Climate Change Strategy

LGCAP@gov.bc.ca

The team gratefully acknowledges, with respect, the Lekwungen Peoples, and the Songhees, Esquimalt Peoples' traditional territories where this work occurs.



Dear Stuart Horn,

I am writing to follow up on the announcement made by the Honourable George Heyman, Minister of Environment and Climate Change Strategy and the Honourable Nathan Cullen, Minister of Municipal Affairs, on the new Local Government Climate Action Program (LGCAP). The program will provide predictable, annual, long-term funding for local climate action to help reach [legislated climate targets](#) and prepare communities for the impacts of a changing climate.

The program will provide \$134,082 to Central Kootenay Regional District to support local climate initiatives aligned with the [CleanBC Roadmap](#) and the draft [Climate Preparedness and Adaptation Strategy](#). Local governments and Modern Treaty Nations will be required to report on their actions to reduce emissions and prepare for climate impacts.

There are several program supports available to you:

- Please visit the [LGCAP website](#) for program details
- The LGCAP website includes the Program Guide and Survey Template, which can be used to prepare for required online reporting.
- Webinars will be held throughout May 2022 to provide program information and answer any questions you may have. Registration details can be found [here](#).

In June, you will receive an email with instructions on how to access the online reporting tool.

The Province is requesting one point of contact from your community for ongoing communications regarding the use and reporting of LGCAP funding. Please confirm the name and position of your community contact to LGCAP@gov.bc.ca

Let me close by saying the Province is excited about the LGCAP and the opportunities it provides to continue collaboration with local governments and Modern Treaty Nations on climate action.

Sincerely,
Jeremy Hewitt
Associate Deputy Minister
Climate Action Secretariat
Ministry of Environment and Climate Change Strategy

Angela Lund

To: Aimee Watson
Subject: RE: Thank you and recording link for Columbia River Treaty Info Session

From: Forbes, Chelsea EMLI:EX <Chelsea.Forbes@gov.bc.ca>

Sent: Thursday, May 19, 2022 10:05 AM

To: Aimee Watson <AWatson@rdck.bc.ca>; cindypearce@telus.net; Clara Reinhardt (clara.reinhardt@radiumhotsprings.ca) <clara.reinhardt@radiumhotsprings.ca>; dbrooks-hill@csrd.bc.ca; Diane Langman <diane.langman@warfield.ca>; dmaclean@valemount.ca; Linda Worley <lworley@rdkb.com>; Ramona Faust <RFaust@rdck.bc.ca>; Ron Oszust <Ron.Oszust@golden.ca>; s.janewalter@gmail.com; stan@doehle.ca

Cc: McMurchy, Brooke EMLI:EX <Brooke.McMurchy@gov.bc.ca>

Subject: Thank you and recording link for Columbia River Treaty Info Session

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Good morning LGC,

Thank you to everyone who attended the Columbia River Treaty virtual information session, 'Canada-U.S. Negotiations: Where We Are and What's to Come'! We hope you enjoyed the event.

A recording is now available on the [Province of B.C.'s YouTube channel](#) and has been shared on [Facebook](#) and [Twitter](#). Feel free to watch and share with others!

Over 200 people participated from across the Columbia Basin in Canada and the U.S., asking a variety of questions on the process for modernizing the Treaty and how key interests are being considered as part of Canada-U.S. negotiations. Thanks to those of you who submitted questions! Some of the topics raised included: Treaty reservoir levels, Upper Columbia salmon reintroduction, ecosystems, climate change, flood risk management, hydropower generation, and fair and equitable sharing of benefits between the two countries. People also asked about Indigenous Nations' and U.S. Tribes' participation in the Treaty modernization process, and how the views of younger populations and underrepresented groups are being included.

A report summarizing the event and responding to the questions raised will be posted on the [B.C. Columbia River Treaty website](#) in the near future.

We extend our deep gratitude to all the presenters for sharing their perspectives, knowledge and expertise to help us better understand the many factors connected to the Treaty.

If you attended the event, we would appreciate your participation in a short survey at the link below. Thank you in advance for your feedback.

Feedback Survey: <https://www.surveymonkey.com/r/TLG6MPH>

Register for the Next Columbia River Treaty Info Session!

Our next event, 'Exploring Ecosystems through the Columbia River Treaty' will be held Wednesday, June 15 from 6:00 – 8:00 pm PT / 7:00 – 9:00 pm MT. This session will provide an overview of Indigenous-led research and assessments underway to determine how reservoir and river operations might be modified to improve aquatic and riparian ecosystems in the B.C. portion of the Columbia Basin.

For more information and to register, please visit the [B.C. Columbia River Treaty website](#). We hope to see you there!

Best regards,
Chelsea

Chelsea Forbes

(she/her/hers)

Communications and Project Coordinator, Columbia River Treaty

Ministry of Energy, Mines and Low Carbon Innovation

c. 250 886 1772

<http://engage.gov.bc.ca/columbiarivertreaty/>





May 31, 2022

Ref: 270206

Jen Comer, Director
Regional District of Central Kootenay
Email: JComer@rdck.bc.ca

Dear Jen Comer:

Thank you for your email regarding mandatory parental leave provisions for elected officials. I apologize for the delay in responding.

I commend the Regional District of Central Kootenay for passing a bylaw that provides new parents six months of paid leave along with a small monthly stipend for childcare expenses. This is an important action to support gender inclusion and diversity in local governments.

Ministry of Municipal Affairs staff have been actively monitoring this issue for several years now, and the ministry is supportive of parental leaves using local governments' existing tools to put in place policies for parental leave for locally elected officials.

The province continues to apply this approach that allows individual communities to determine policies related to various types of leave, as permitted by current local government legislation, just as local governments determine remuneration and other benefits for local elected officials. Local governments continue to develop policies that best account for their unique circumstances in their communities. In recent years, the Province of British Columbia has observed an increase in the number of local governments that have adopted a policy to allow elected officials to go on maternity or parental leave.

In 2016, the ministry responded to a Union of BC Municipalities (UBCM) resolution by noting the policy considerations in relation to establishing provincially legislated statutory minimum maternity and parental leave for local elected officials. The considerations identified in that response included the existing legal and policy frameworks around employee leave, whether elected officials can be considered employees under the *Employment Standards Act* for these purposes. This issue was more recently raised in a 2021 UBCM resolution.

.../2

Under the existing legislation, local governments have full authority to grant leave for a wide variety of reasons to elected officials and to establish policies for such leave including handling of appointments (such as to boards and committees), and other duties during the leave and upon return. Furthermore, council members who have received approval for their absence from council attendance will not be at risk of disqualification. The existing authority allows individual communities to design leave policies that reflect considerations for their unique circumstances for various types of leave.

Given the complexities of establishing minimum entitlements for maternity and parental leave for local elected officials under provincial legislation, and the existing authority of local governments to determine their own policies, the province is currently not considering establishing statutory minimum entitlements for maternity and parental leave for local elected officials but will continue to work with UBCM regarding the resolution.

Thank you for sharing the perspectives of the Regional District of Central Kootenay on this important matter. B.C.'s communities are best served when their local government representatives understand the diverse range of perspectives in each community, and the ministry has a strong interest in working collaboratively to address barriers that dissuade specific groups of community-members from running for local office, in particular improving gender equity and diversity.

I encourage you to continue sharing your experiences and knowledge with the ministry and the wider local government community. Ministry staff are currently working with CivicInfo BC to create a depository where local governments can share best practices and parental and maternity leave policies. The depository will be available in early fall 2022.

If you have any questions with respect to the current provincial approach to maternity and parental leave for local elected officials, please contact Kara Woodward, Executive Director, Policy, Research and Legislation, by email at: Kara.Woodward@gov.bc.ca.

Thank you again for writing.

Sincerely,



Nathan Cullen
Minister

pc: Kara Woodward, Executive Director, Policy, Research and Legislation,
Local Government Division



June 1, 2022

Honourable David Eby, Attorney General and Minister Responsible for Housing
PO Box 9044, Stn Prov Govt
Victoria, BC V8W 9E2
Via email: AG.Minister@gov.bc.ca

Dear Minister Eby:

Re: Housing Construction Issues in Northern BC

As you are aware there is a housing crisis in BC. However, the crisis in northern BC is not related to unaffordable property values. The housing crisis in the north is a result of increasingly high construction costs in relation to property values. New house construction costs do not adequately exceed the resale value of that home once it is built. Therefore, there is limited new house construction in our region. Housing stock is not being adequately replaced and housing form is not being diversified to meet community need. This situation is impacting our ability to attract new residents and employees and diversify our economy. While the Province is making much effort to address affordability issues in southern BC, the housing crisis in northern BC is being made worse by Provincial Government initiatives which serve to increase the cost of house construction and further discourage new construction.

This is not the first time these issues have been raised by the RDBN. Unfortunately, there has been no apparent meaningful response to address how Province wide initiatives do not account for the unique social, economic, and demographic circumstances that exist in the north. Therefore, these issues are again raised in the hope that the Province will recognize that regulations developed to address issues in more populated areas of the province may have unintended negative impacts elsewhere.

Owner-Builder Authorizations

In 2016 new regulations were implemented that prohibited residents from building their own home without first passing an exam intended to test their knowledge of construction basics. This is in addition to the many other regulations that the Province has put in place to govern residential builders in BC. In the RDBN's opinion the owner-builder authorizations exam requirement has no positive impact on the quality of construction in our region. Owner-builders have not been building to a lesser standard than licensed builders. Owner-builders are building their own home with an intention of long-term occupation. They are well motivated to build with care, and the RDBN Building Inspectors work closely with owner-builders throughout the building process.

The northern lifestyle, and the character and experiences of many of our residents, does not predispose them to successfully pass written exams and this process is not an effective tool to determine a resident's capacity to oversee the building of their home. In many areas of the region there is a very limited supply of licensed builders and there are long waits for their services. Enticing a licensed builder to certain areas requires very high fees for their services. In some areas of our region, it is challenging to retain a licensed builder at any cost. This regulation is unnecessarily increasing the cost of construction for residents, discouraging the construction of new dwellings, and encouraging the construction of modular housing (which can be erected without the involvement of a licensed builder).

The owner-builder authorizations exam requirement should not exist in the RDBN, and owner-builders should be allowed to retain the services of a construction manager to assist them in the building process, without having to retain the services of a licensed builder.

BC Energy Step Code

The RDBN appreciates the intent behind the Energy Step Code; however, the anticipated impact may be counterproductive to the intent in northern BC as the increased costs associated with the Step Code may result in older less energy efficient homes not being replaced by new homes. The RDBN is specifically concerned about the requirement for on-site testing by Energy Advisers as part of the building process. Even with good success in developing professional capacity in the region, the cost to retain the services of the Energy Advisers, especially in rural and remote areas, may be high. In some areas it may be a challenge to retain the necessary on-site services at any cost.

As with the owner-builder regulations the Energy Step Code is expected to increase the cost of construction, discourage the construction of new dwellings, and encourage the construction of modular housing which is manufactured out of region (which can be erected without the involvement of an Energy Advisor). There is also concern that the BC Energy Step Code may not adequately accommodate the building of log homes, which are a traditional and popular form of building in our region.

The Province is encouraged to work with northern local governments to identify a strategy that will work in the north and facilitate the building of the required new energy efficient housing. At a minimum the RDBN asks that the Province allow persons other than Energy Advisers to perform the required on-site air tightness testing. Allowing persons other than the Energy Advisers to undertake the on-site testing may serve to greatly expand the number of Energy Advisers willing to provide service to remote areas of the north, thereby reducing the potential negative impact.

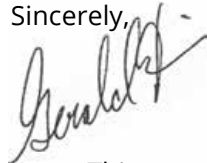
The Architects Act

This issue is not a recent Provincial Government initiative; however, it has become increasingly prominent as the Architectural Institute of B.C. recently took legal action against a local government because it issued a building permit for a residential building containing five dwellings without an Architect's involvement. The *Architects Act* requirement that an Architect oversee the planning,

design, and building of small-scale residential buildings is increasing the cost of construction by tens of thousands of dollars. In our opinion it is not clear what health and safety benefits are gained from this additional oversight given the BC Building Code's health and safety related requirements. These costs are impacting our ability to increase housing diversity, and we ask that the Province review the requirement for an Architect's involvement in small multi-family developments.

The issues identified above increase the cost of construction. In higher density areas of the province where the market value of land well exceeds construction costs and professional services are more readily available the negative impacts may be negligible. However, in the north the costs are greater and are having a direct negative impact on our housing supply and our local economy. Also, it must be recognized that there are notable cultural differences across the province related to housing form (log construction and cabins), and owner-builders. These differences should be accommodated in regulation. We sincerely ask that you give these issues serious consideration.

Sincerely,



Gerry Thiessen
RDBN Board Chair

cc. Gaetane Carignan, Community Energy Association (gcarignan@communityenergy.bc.ca)
Honourable Nathan Cullen, Minister of Municipal Affairs (nathan.cullen.MLA@leg.bc.ca)
John Rustad, MLA Nechako Lakes (john.rustad.MLA@leg.bc.ca)
Shirley Bond, MLA Prince George-Valemount (shirley.bond.MLA@leg.bc.ca)

Angela Lund

To: Aimee Watson
Subject: RE: Recycling

From: Jeff & Monica Davie <jmdavie@kaslo.org>
Sent: Wednesday, June 8, 2022 1:09 PM
To: Aimee Watson <AWatson@rdck.bc.ca>
Cc: Garry Jackman <GJackman@rdck.bc.ca>; Suzan Hewat <mayor@kaslo.ca>; thekaslochamber@gmail.com
Subject: Recycling

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

To: Aimee Watson, Chair, RDCK

We are writing to express concern over the lack of recycling options for remote businesses.

We been taking our mixed fiber and plastics to the transfer station in Kaslo. We were informed recently that that was not an option and we should not have been doing it for the past two years. We had wondered why other businesses had quit making the effort and, is an effort to separate and deliver our recyclables to the depot. Given the option it is one we are willing to make.

Currently everything but corrugated cardboard is going into garbage bins. Sadly the “what if everyone did it” reaction is incredibly discouraging because we know everyone (businesses) are doing it.

Please see if there is a way to make recycling more accessible and look into whether private companies are in fact recycling what they pick up directly from businesses.

As an aside our store is a paint, light bulb, ballast and battery depot. Managing these thing is not profitable and is time consuming but if we, as a private business, are willing to do it so should our governing bodies.

Thank you for addressing this issue which demands attention sooner than later.

Jeff Davie

Owner/Operator

Ace Building Supplies Kaslo



Virus-free. www.avast.com

2022 Spring Freshet

Attention Dam Owners:

In anticipation of the upcoming spring freshet, dam owners across the province are urged to safeguard their water supplies and ensure that their dams operate safely during this period of high flows.

The April 1st, 2022 snowpack throughout British Columbia is near normal, with areas varying between 74% of normal and 134% of normal. While the risk of spring flooding is elevated in areas due to above normal snowpack, snowpack alone cannot predict whether flooding will occur or not. Spring weather is also a critical flood risk factor, where the timing and severity of temperature and rainfall patterns are important drivers of flooding irrespective of snowpack levels. Additionally, the 2021 wildfire season can elevate the reservoir inflows, and increase the risk to dam safety. As a result, all dam owners are urged to take the following precautions:


- Conduct regular surveillance and monitoring,
- Clear the spillway of any blockages (including temporary flashboards),
- Ensure the low-level outlet is maintained and operational,
- Review and exercise your Dam Emergency Plan,
- Ensure any inflow diversion structures are maintained and operational,
- Ensure that the required signs for dams located on crown land are in place and in good repair,
- Under certain circumstances, it may be necessary to lower the reservoir to provide additional storage to reduce downstream flooding.

Dam owners can also refer to the River Forecast Centre’s website at www.gov.bc.ca/riverforecast for seasonal runoff forecasts in the latest Snow Survey and Water Supply Bulletin, and any flood advisories applicable to their areas.

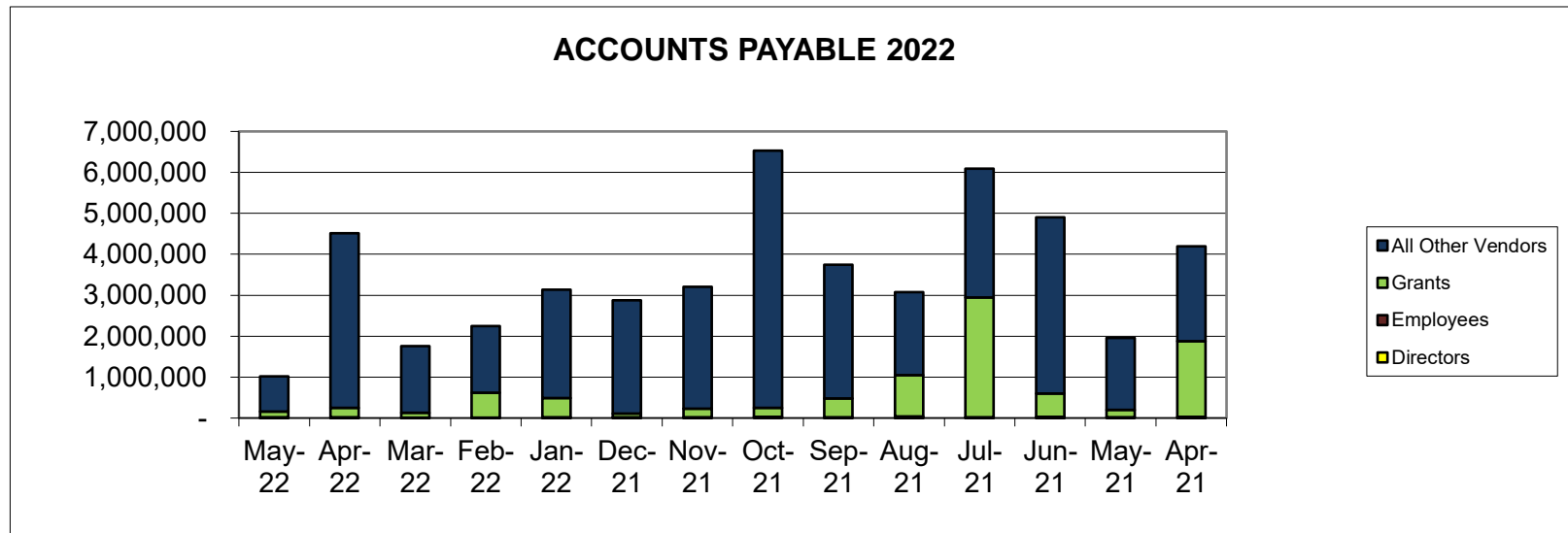
Although COVID-19 has impacted all of us in unexpected ways, the provincial Dam Safety Program remains open and accessible. Please note however that our program understands that the number one priority of dam owners is to keep your team members and their families safe and ensure the safety of all those with whom you come in contact. If you are having trouble upholding your obligation under the Dam Safety Regulation, *Water Sustainability Act*, please contact your [Dam Safety Officer](#) and/or email Dam.Safety@gov.bc.ca to discuss.

Despite COVID-19 it’s important to note that dam owners remain responsible for the safe operation and maintenance of their dams and are liable for any damages that are caused by them. For further information and resources on dam safety, visit www.gov.bc.ca/damsafety.

Please note if there is an emergency concerning your dam (i.e. potential dam breach) you must contact Emergency Management BC at 1-800-663-3456.

Integrated Resource Operations Division	Water Management Branch Dam Safety Section	Mailing Address: PO Box 9340 Stn Prov Govt Victoria BC V8W 9M1 Telephone: 236 478-0608 Facsimile: 250-356-0605	Location: 3rd Floor, 2975 Jutland Road Victoria BC V8T 5J9 
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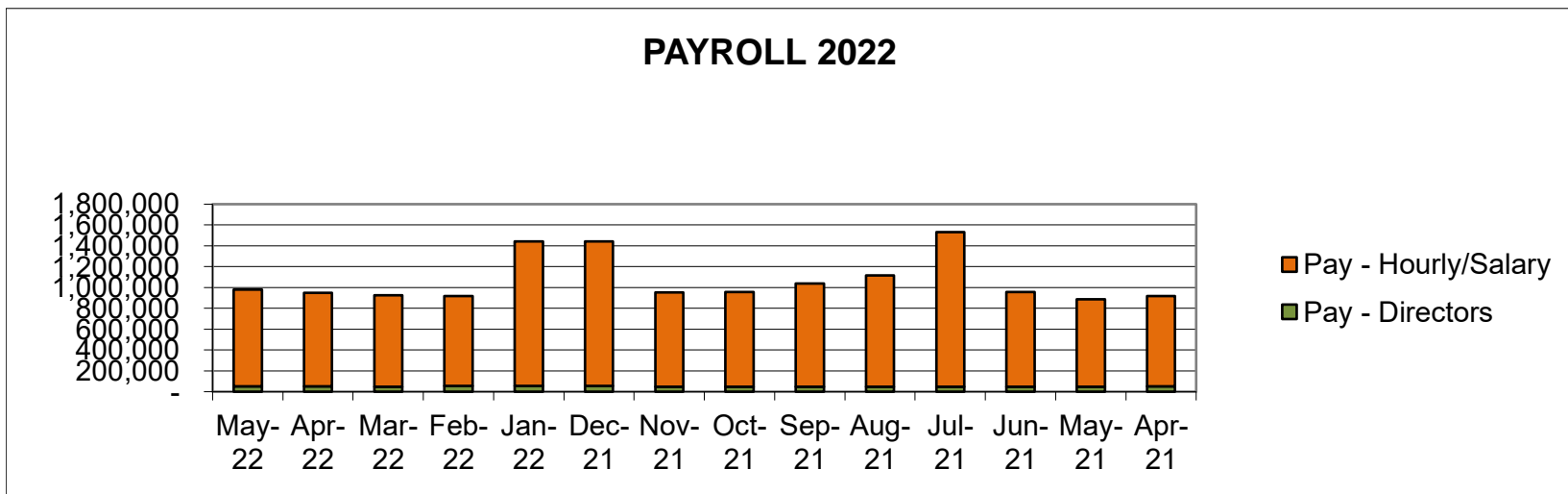
Financial Expenditure Report for May 2022



	Number of Payments	Value	% of Total
	913	\$1,019,091	
Top 80% of payments by value	152	814,908	80%
Remaining 20% of payments by value	761	204,183	20%
Total		\$1,019,091	100%

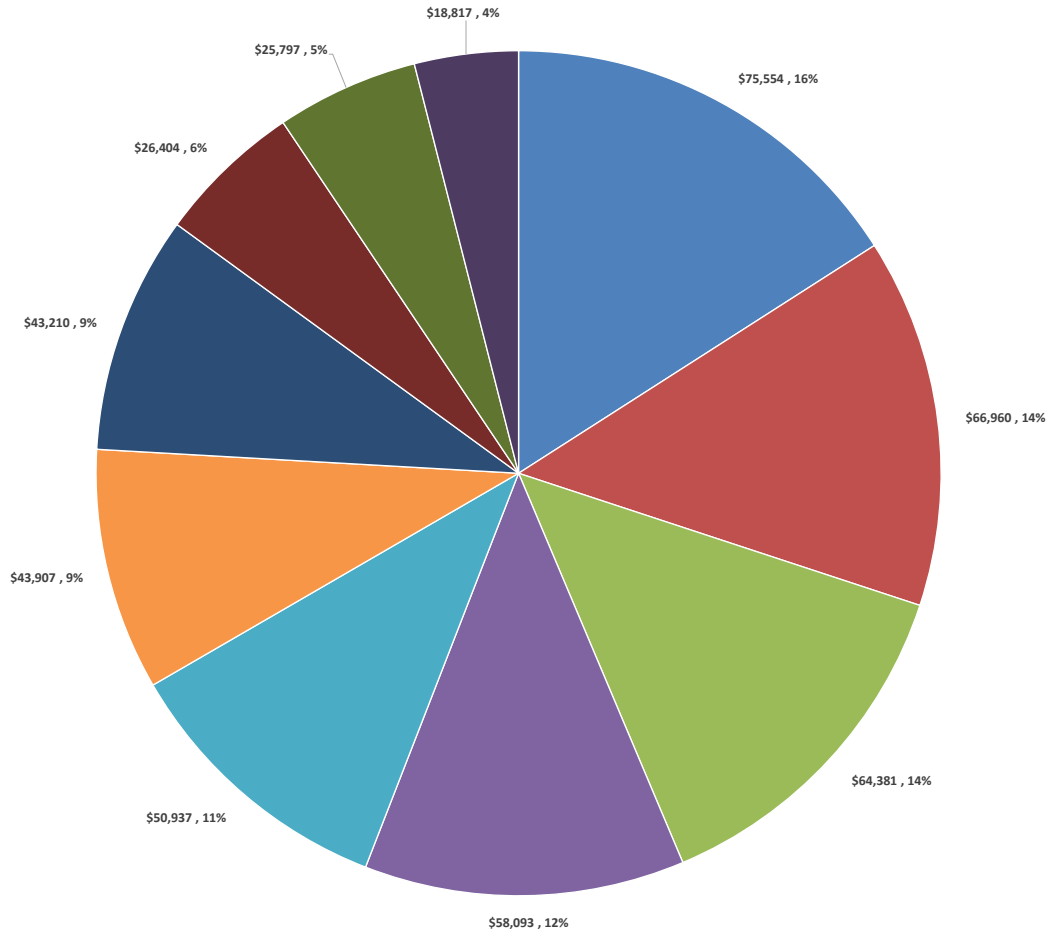
	Number of Payments	Value	% of Total
	913	\$1,019,091	
Payments to Directors	8	723	0.1%
Payments to Employees	66	17,945	1.8%
Subtotal		18,668	1.8%
Discretionary and Community Development Grants	35	143,669	14.1%
Other Vendors	804	856,754	84.1%
Subtotal		1,000,423	98.2%
Total		\$1,019,091	100%

Payment Method	Direct Deposit	% of Total	Cheques	% of Total
	764	84%	149	16%



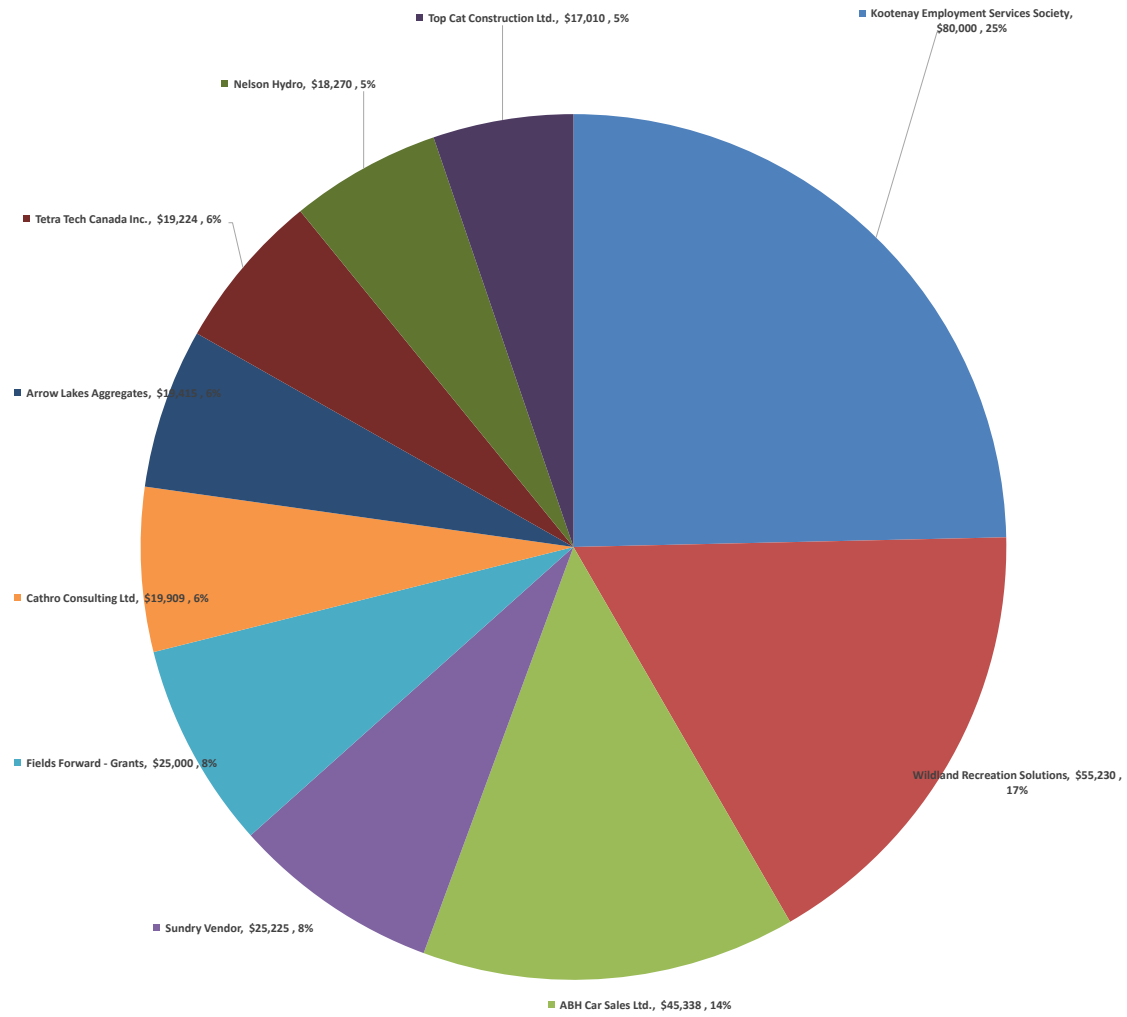
	Number of Payments	Value	% of Total
		\$979,788	100%
Directors		49,950	5.1%
Hourly/Salary		929,838	94.9%

Top 10 Services by Amount Spent



- Recreation Facility-Nelson and Areas F and Defined E
- Economic Development-Creston and Areas B and C
- Refuse Disposal (Central Subregion)-Nelson, Kaslo, Salmo and Areas D, E, F, and G
- Regional Parks-New Denver, Silverton, Slocan and Areas H
- Fire Protection-Area J (Robson, Raspberry)
- Emergency Consolidated Services
- Refuse Disposal (West Subregion)-Castlegar, New Denver, Slocan and Area H, I, J, and K
- Arena (Castlegar Complex)-Castlegar and Areas I and J
- Refuse Disposal (East Subregion)-Creston and Areas A, B and C
- Fire Protection-Areas E and F (Beasley, Blewett)

Top 10 Vendors by Value



Accounts Payable Top 80% of Payments for May 2022

Top 80% of payments by value	Number of Payments		Value
	152	\$	
			814,908
1022117 Alberta Ltd.	2	\$	5,565.00
646948 BC Ltd. dba Red Tag Fitness	1	\$	9,825.76
ABH Car Sales Ltd.	1	\$	45,337.60
Accent Carpet Care	1	\$	3,111.36
AFM Utility Services Ltd.	1	\$	4,315.50
Andex Equipment Rentals	1	\$	2,503.74
Andrew Sheret Ltd	1	\$	4,795.66
Argenta Emergency Preparedness Group	1	\$	3,000.00
Arrow Lakes Aggregates	1	\$	19,414.82
Arrow Mountain Carwash & Mini Storage Ltd	1	\$	3,150.00
B&L Security Patrol (1981) Ltd	1	\$	1,722.00
Balfour and District Business and Historic Association	1	\$	2,002.00
Bayview Residents Association	1	\$	2,000.00
BC Hydro & Power Authority	1	\$	1,216.93
Bears Furniture and Appliances	1	\$	1,739.90
Black Press Group Ltd	1	\$	4,714.28
Bluewave Energy	1	\$	2,209.82
Boswell Historical Society	1	\$	5,000.00
Brenton Industries Ltd	1	\$	10,878.00
CanGas Propane Inc.	1	\$	2,160.62
Carey McIver & Associates Ltd.	1	\$	2,940.00
Cathro Consulting Ltd	3	\$	19,909.09
Central Kootenay Garbage Club	1	\$	9,817.50
Central Kootenay Invasive Species Society	1	\$	7,200.00
Community Energy Association	1	\$	1,900.00
Cottonwood Autobody Ltd	2	\$	4,152.15
Creston Valley Chamber Of Commerce	1	\$	2,651.25
Creston, Town of	1	\$	2,000.00
Cummins Western Canada	2	\$	4,837.81
Cupe Local 2262	4	\$	8,374.15
Dave's Plumbing Ltd	3	\$	6,343.76
DB Perks & Associates Ltd	1	\$	3,552.02
DHC Communications Inc	1	\$	3,637.81
Fields Forward	1	\$	25,000.00
Flush Away Plumbing & Heating	1	\$	7,202.14
FortisBC - Electricity	2	\$	4,829.44
Fortisbc - Natural Gas	1	\$	13,434.59
Fraser Valley Building Supplies Inc.	1	\$	1,721.27
Frozen Solutions Inc. dba Frozen Refrigeration	1	\$	2,961.00
GFL Environmental Inc.	3	\$	9,124.50
Glade Recreation Commission (Society)	1	\$	2,000.00
Guille, Pam	2	\$	3,465.00
Guillevin International Inc	3	\$	4,620.23
Hall Printing	2	\$	2,418.67
Hamilton, Joel DBA: Pyriscence Consulting	1	\$	6,300.00
Highland Consulting Ltd	1	\$	1,680.00
HuskyPro	1	\$	2,072.40
Hywood Truck & Equipment Ltd	3	\$	5,038.21
I.T. Blueprint Solutions Consulting Inc.	1	\$	4,304.16
ICONIX Waterworks Ltd Partnership	1	\$	2,061.02
Imperial Oil WEX Canada Ltd	1	\$	1,246.16
Iridia Medical	1	\$	2,514.40
Kal Tire (Castlegar)	1	\$	1,335.85
Kaslo Search & Rescue	1	\$	1,732.50
Kelly's Maintenance and Services	1	\$	2,625.00
KEM Services	2	\$	11,663.22
Kennlyn Enterprises	1	\$	1,478.40
KGC Fire Rescue Inc	1	\$	1,681.94
Kokanee Peaks Interiors	1	\$	16,228.54
Kootenay Employment Services Society	1	\$	80,000.00
Kootenay Glass & Mirror Ltd	1	\$	1,453.10
Kootnikoff, Amy (Aimee)	1	\$	1,600.00
Lidstone & Company	1	\$	6,098.90
Living Lakes Canada	1	\$	6,000.00
LogMeln Ireland Limited	1	\$	1,237.60
Minister of Finance	1	\$	6,757.38
Morrow Bioscience Ltd	1	\$	10,737.50
Nakusp Secondary School	1	\$	2,000.00
Nakusp, Village of	1	\$	11,250.00

Top 80% of payments by value	Number of Payments		Value
	152	\$	814,908
Nature Trust of British Columbia, The	1	\$	8,765.55
NCGL Construction Ltd.	1	\$	2,486.40
Nelson Building Centre Ltd	1	\$	1,984.50
Nelson Hydro	2	\$	18,269.66
Nelson Leafs Hockey Society	1	\$	4,368.00
Nelson Public Library	1	\$	14,220.00
Nelson Tiny Houses	1	\$	1,800.00
Nelson Toyota	1	\$	1,571.11
Nelson, City Of	1	\$	1,837.50
Pitbull Contracting ltd	1	\$	1,317.40
Prism Engineering	1	\$	1,380.75
Redfish Elementary	1	\$	2,440.59
Reliance Office Services Ltd	1	\$	2,415.00
Rescue Canada Resource Group Inc	1	\$	2,000.00
Ricoh Canada Inc	1	\$	3,978.23
Right Way Acquisition Services Ltd.	1	\$	1,899.07
Riverside Farm	3	\$	9,966.39
Robson Fire Department Social Club	1	\$	5,000.00
Rocky Mountain Agencies	3	\$	13,585.65
Rocky Mountain Phoenix	2	\$	9,194.92
Rook Design Media	2	\$	2,748.55
Roth IAMS	1	\$	2,732.09
Salmo & District Golf Club	1	\$	6,750.00
Salmo Valley Youth & Community Centre	1	\$	2,000.00
Score Construction Ltd	2	\$	14,334.78
Slocan Lake GREEN Burial Society	1	\$	2,110.00
Slocan, Village of	1	\$	4,539.00
Sundry Vendor	5	\$	25,225.10
Tarrys Fire Department Social Club	1	\$	3,300.00
Telus Communications Inc	2	\$	6,643.30
Tetra Tech Canada Inc.	3	\$	19,223.67
The BC Conservation Foundation	1	\$	9,200.00
The Capitol Theatre Restoration Society (CTRS)	1	\$	1,385.95
Top Cat Construction Ltd.	1	\$	17,010.00
Troy Life & Fire Safety Ltd	1	\$	1,233.75
Union of Spiritual Communities of Christ	1	\$	11,700.00
Urban Systems Ltd.	3	\$	8,036.44
Waste Management	1	\$	1,507.25
West Kootenay Football Club	1	\$	1,500.00
WFR Wholesale Fire & Rescue Ltd	1	\$	1,507.47
Wildland Recreation Solutions	1	\$	55,230.00
Wildlife Conservation Society of Canada	1	\$	10,400.00
Wolseley Waterworks Branch	1	\$	11,368.00
Wood Wyant Inc	1	\$	1,849.89
WSP Canada Inc.	1	\$	3,890.78
Wylee Works Inc.	1	\$	3,150.00

Accounts Payable Bottom 20% of Payments for May 2022

Remaining 20% of payments by value	Number of Payments 761	\$	Value 204,183
1162587 AB Ltd.	1	\$	312.38
1309778 BC Ltd DBA: Canyon Country Store	5	\$	100.43
1332920 BC dba:Yahk General Store	1	\$	372.70
ACE Courier Services	4	\$	112.72
Air Liquide Canada Inc	2	\$	80.50
All Rite Rooter Sewage Pumping Services	1	\$	175.00
Allaire, Michael	2	\$	311.71
Allen, Aiden	1	\$	318.42
Allison, Page	1	\$	75.00
Andex Equipment Rentals	4	\$	924.95
Andrew Sheret Ltd	13	\$	3,119.41
Aquam Inc	1	\$	433.21
Arrow Lakes Aggregates	1	\$	315.00
Associated Fire Safety Equipment	3	\$	2,479.08
Association of Regional District Planning Managers	1	\$	500.00
Atomic Crayon	2	\$	2,180.01
Authorized Security Ltd.	1	\$	252.00
Balestra, Elaine D	1	\$	229.36
Barnhouse, Greg	1	\$	67.71
BC Hydro & Power Authority	1	\$	929.79
Bell Media Radio GP	2	\$	214.20
Belleau, Melodie	1	\$	98.82
Bencor Industries Ltd.	1	\$	725.34
Benson, Marty G	1	\$	52.46
Bibby, Michael	1	\$	32.00
Black Press Group Ltd	1	\$	866.27
Boundary Electric (1985) Ltd.	1	\$	558.04
British Columbia Association of Optometrists DBA: BCDO - E	2	\$	749.05
Brodie Consulting Ltd.	1	\$	590.63
Building Officials' Association Of Bc	2	\$	1,452.22
C.A. Fischer Lumber Co. Ltd.	7	\$	879.27
Canadian Centre for Occupational Health and Safety	7	\$	135.00
Canadian Linen & Uniform	4	\$	305.69
Canadian Playground Safety Institute	1	\$	630.00
Canadian Red Cross	1	\$	612.36
Canyon Lister Elementary School	1	\$	400.00
Caro Analytical Services	1	\$	769.07
Cascade Lock & Safe	1	\$	92.92
Castlegar Source, The	1	\$	750.00
CDW Canada Corp	11	\$	2,431.38
Centrix Control Solutions LP	2	\$	1,220.80
Chernenko, Rob	1	\$	362.31
Cintas Canada Ltd Location 889	1	\$	131.90
Columbia Basin Broadband Corporation	4	\$	2,788.80
Columbia Wireless Inc	7	\$	576.80
Comfort Welding Ltd	13	\$	2,284.56
Cover Architectural Collaborative-Indigenous Engagement C	1	\$	500.00
Cowan's Office Supplies	15	\$	1,181.15
Cranbrook Water Conditioning Ltd.	5	\$	96.48
Crawford Bay Store	7	\$	717.34
Creston Card & Stationery	4	\$	453.08
Creston Truck Service Ltd. DBA Kootenay Peterbilt	1	\$	369.47
Creston Valley Rotary Club	1	\$	1,000.00
Creston, Town Of	1	\$	572.03
Crowder, Robert A	1	\$	61.00
Cummins Western Canada	1	\$	1,121.74
Cunningham, Hans	1	\$	39.65
Cupe Local 748	4	\$	3,700.11
Daignault, Shane	1	\$	279.30
Daley, Kimberlee	1	\$	240.00
DB Perks & Associates Ltd	2	\$	271.97
Deboon, Arnold	1	\$	265.00
DHC Communications Inc	3	\$	453.59
Distributel Communications Limited	1	\$	324.30
Doran, Andrew	1	\$	194.69

Remaining 20% of payments by value	Number of Payments		Value
	761	\$	
Dye, Cindy	1	\$	250.00
East Shore Mainstreet	1	\$	47.25
EECOL Electric Corp.	1	\$	482.84
Entandem	1	\$	2.01
Eric Etelamaki Holdings	1	\$	724.50
Ernies Used Auto Parts	2	\$	504.00
Expresslane Deliveries	1	\$	319.20
Fanthorpe, Jill	1	\$	38.98
Federated Co-Operatives Ltd	5	\$	1,376.31
Fehr, Carol	2	\$	1,572.28
Fernie, Stevie	1	\$	50.00
Fishlock, Garrett	1	\$	1,045.30
FortisBC - Electricity	18	\$	4,003.90
Four Star Communications Inc	1	\$	115.50
Fraser Valley Building Supplies Inc.	11	\$	772.76
Fred Surrige Ltd	1	\$	231.47
Frehr-Smith, Taylor	1	\$	35.00
French, Angela	3	\$	1,372.82
Froehlich, Clifford	1	\$	29.40
Frontline Outfitters Ltd.	1	\$	768.60
Gain, Thomas Scott	1	\$	350.00
Gescan	1	\$	143.36
GFL Environmental Inc.	3	\$	577.50
Giacomazzo, Zachari	1	\$	79.75
Gigliotti, Cory A	2	\$	168.67
Gilbert Parts Depot	9	\$	755.93
Giza, Tony	2	\$	1,500.00
Grant, Jeff	1	\$	61.00
Gray's Contracting	1	\$	738.15
Greene, Gregory	2	\$	1,406.05
Greep, Wes	1	\$	120.00
Guillevin International Inc	2	\$	795.74
Haigh, Lorne	1	\$	75.00
Hall Printing	11	\$	2,505.98
Hart, Kathy	1	\$	275.00
Hewat, Suzan	1	\$	85.40
Hewgill, Mathew	2	\$	150.00
Hicks, Josef P	2	\$	187.88
Hipperson Hardware	1	\$	41.76
Hopkyns, John (Chris)	2	\$	439.20
Hufty's Leasing Ltd	1	\$	497.88
Hughes, Joseph	1	\$	178.12
Hume Hotel	1	\$	502.52
Huss Holdings	1	\$	997.50
Hywood Truck & Equipment Ltd	8	\$	3,168.88
ICONIX Waterworks Ltd Partnership	1	\$	193.71
In the Air Networks	1	\$	89.60
Industrial Alliance Insurance and Financial Services Inc.	1	\$	798.58
Infosat Communications	1	\$	243.20
Inland Allcare	13	\$	5,814.52
Inland Kenworth (Castlegar)	2	\$	276.01
Insight Canada Inc.	1	\$	219.50
Insurance Corporation of BC	1	\$	353.00
Interior Health Authority - Environmental Health	1	\$	126.00
Iridia Medical	1	\$	135.86
Iron Mountain	1	\$	21.00
Jackman, Garry	1	\$	79.30
Jakubow Enterprises Ltd o/a Canadian Tire Castlegar (492)	14	\$	1,479.18
Jennifer Wickwire	1	\$	375.00
Johnson, Chris	1	\$	913.28
Jorgenson, Karin	1	\$	26.90
Kal Tire (Nelson)	4	\$	1,568.03
Kaslo & Area Emergency Support Services	1	\$	250.00
Kaslo Building Maintenance	1	\$	535.50
Kaslo Building Supplies	3	\$	263.17
Kaslo Home Hardware	1	\$	33.01
Kays Road Contracting Ltd	1	\$	882.00
Kennlyn Enterprises	5	\$	2,200.60
Klines Motors Ltd.	1	\$	484.21

Remaining 20% of payments by value	Number of Payments		Value
	761	\$	
Knudsen, Leroy B	1	\$	60.00
Kokanee Fire & Safety Ltd.	1	\$	457.62
Kokanee Ford Sales Ltd.	4	\$	827.07
Kootenay Carshare Cooperative	2	\$	466.70
Kootenay Communications Ltd	2	\$	592.48
Kootenay Industrial Supply Ltd	12	\$	1,146.07
Kootenay River Secondary School	3	\$	900.00
Kootenay Valley Water & Spas	3	\$	107.40
KRIK Services Co	1	\$	214.14
Lane, Harvey	1	\$	74.42
Lasko, Carolyn	2	\$	123.22
Law, Valerie	1	\$	161.86
Leisure Baths Ltd.	1	\$	252.33
Levine Electric Ltd.	1	\$	142.32
LexisNexis Canada Inc.	1	\$	677.78
Lidstone & Company	3	\$	1,220.65
Lifesaving Society	1	\$	90.00
Lillies, Rebecca	1	\$	408.08
Lockwood, Diana LD	1	\$	50.02
LogMeln Ireland Limited	2	\$	47.04
Lordco Parts Ltd	13	\$	1,946.81
Luck, Kalen	1	\$	393.75
M.J Fabrication & Maintenance Welding	1	\$	367.00
Main Jet Motorsports Inc	1	\$	159.00
Main, Leah	1	\$	118.34
Marino Wholesale Ltd	1	\$	724.29
Martech Electrical Systems Ltd	1	\$	592.73
Matthews, Audrey	1	\$	350.00
Mediquest Technologies Inc	2	\$	1,189.30
Mega Technical Holdings Ltd	1	\$	318.29
Mequipco Ltd.	1	\$	1,135.25
Minister of Finance	1	\$	80.33
Minister Of Finance - Product Distribution Centre	1	\$	236.54
Mitchell Supply Ltd	11	\$	1,704.60
Morrison, Michael	1	\$	415.75
Mts Maintenance Tracking Systems Inc	1	\$	614.25
Nanaimo, City of	11	\$	3,785.25
Napa Auto Parts (Nelson)	2	\$	445.01
Navigata Communications Ltd. dba ThinkTel	1	\$	24.43
Nelson Building Centre Ltd	35	\$	5,020.19
Nelson Farmers Supply Ltd	10	\$	1,088.87
Nelson Hydro	11	\$	2,662.29
Nelson Reflections	1	\$	750.00
Nelson Tiny Houses	1	\$	525.00
Nelson Toyota	2	\$	1,030.01
Nelson, Calvin	1	\$	132.29
Nelson, City Of	1	\$	900.00
Northtown Rental & Sales	2	\$	822.08
Ok Tire & Auto Service (Nelson)	1	\$	56.00
Orkin Canada Corporation	1	\$	182.18
Oso Negro	1	\$	85.00
Osprey Community Foundation	1	\$	1,000.00
Overland West Freight Lines Ltd	1	\$	372.10
Panio, Gerald	1	\$	34.69
Parkworks Solutions Corp.	1	\$	134.84
Passmore Laboratory Ltd	5	\$	950.00
Pennywise	5	\$	1,529.92
Pereversoff, Charles	1	\$	25.00
Peters, Cody	1	\$	35.00
Phoenix Computers	2	\$	246.24
Popoff, Walter A	1	\$	37.82
Pranke, Stephen	1	\$	102.36
Prestige Lakeside Resort	4	\$	959.10
Pridham, Nancy	2	\$	230.00
Pro-Cut Industries Ltd.	1	\$	908.25
Purolator Inc	2	\$	299.46
Pyramid Building Supplies	4	\$	694.65
ResQtech Systems Inc	1	\$	6.67
Rfs Canada	6	\$	644.88

Remaining 20% of payments by value	Number of Payments		Value
	761	\$	
Ricoh Canada Inc	4	\$	490.74
Riverside Farm	5	\$	3,373.65
Roadpost Inc. T46274	2	\$	515.72
Rocky Mountain Phoenix	4	\$	2,451.96
Roenspiess, Ethan (Kai)	2	\$	192.76
Rook Design Media	2	\$	468.95
Salmo & Area Supportive Housing Society	1	\$	600.00
Salmo Valley Newsletter	2	\$	113.00
Salmo Valley Youth & Community Centre	1	\$	866.67
Salmon, Evan	2	\$	260.36
Santos, Wanda	1	\$	150.00
Scheller, Rebecca	1	\$	980.91
Secure By Design	1	\$	215.25
Selkirk College (Nelson)	1	\$	498.00
Selkirk Security Services Ltd	2	\$	291.63
Seth, Eddie	1	\$	95.00
Sharun, Dave	1	\$	75.00
Shaw Buisness A division of Shaw Telecom G.P.	2	\$	2,235.86
Shaw Cable	5	\$	661.14
Shopa'S Excavating Ltd	1	\$	693.00
SHSS Interact Rotary Club	1	\$	500.00
Silverking Small Engine	2	\$	307.17
Siwy, Andrew DBA:Victory Medals	1	\$	135.00
Sk Electronics Ltd	13	\$	2,919.71
Slocan Valley Home Hardware	3	\$	172.95
South Kootenay Lake Community Service Society	1	\$	425.00
Speedpro Signs	4	\$	1,071.09
Speedpro Signs (Trail)	3	\$	607.49
Spencer, Monica	1	\$	339.99
Stafford Welding	2	\$	619.50
Sterling Backcheck Canada Corp.	1	\$	62.12
Stewart Mcdannold Stuart	1	\$	342.72
Sullivan Stone Company Ltd	4	\$	1,501.97
Sun Life Assurance Company of Canada	2	\$	1,379.71
Sundry Vendor	35	\$	9,042.86
Swift Internet	2	\$	156.80
Sybertech Waste Reduction Ltd	1	\$	356.16
Taghum Shell (1997)	15	\$	1,430.79
Teamwork Media Television Inc.	1	\$	367.50
Technical Safety BC	1	\$	259.00
Telus Communications Inc	3	\$	387.40
The F.I.R.M. Inc.	1	\$	798.00
Thomas & Company Locksmithing Ltd.	1	\$	280.20
Thurber Engineering Ltd.	1	\$	649.69
Tip-it Waste Solutions Inc.	2	\$	605.88
Treadmill Factory, The	1	\$	348.60
Trowalex Equipment Rentals And Sales	4	\$	1,018.37
Troy Life & Fire Safety Ltd	1	\$	446.25
Tu-Dor Lock & Safe Ltd	3	\$	103.88
Uline Canada Corporation	5	\$	3,687.75
Union of Spiritual Communities of Christ	1	\$	500.00
Unit4 Business Software Corporation	1	\$	577.50
Urban Systems Ltd.	1	\$	1,079.40
Van Houtte Coffee Services	1	\$	258.69
Vista Radio Ltd	1	\$	504.00
Vitalaire Canada Inc	1	\$	7.06
W.H. Excavating	3	\$	2,913.77
Waste Management	8	\$	1,690.33
Watson, Aimee	1	\$	134.20
Wesco Distribution-Canada Inc	2	\$	418.96
West K Concrete Ltd.	1	\$	350.00
West Kootenay Self Storage Ltd.	2	\$	577.50
Western Auto Wreckers (1974) Ltd	1	\$	966.00
WEX Canada Ltd.	1	\$	1,088.11
WFR Wholesale Fire & Rescue Ltd	8	\$	3,851.23
Wilkinson, James	2	\$	1,109.59
Winlaw Mini-Mart	1	\$	106.00
WJF Instrumentation (1990) Ltd.	1	\$	78.75
Wood Wyant Inc	3	\$	374.37

Remaining 20% of payments by value	Number of Payments		Value
	761	\$	
Wood, Graeme	2	\$	200.00
Workplace Safety & Insurance Board	1	\$	115.93
WR Sand & Snow Removal Ltd.	1	\$	945.00
Yahk-Kingsgate Recreation Society	1	\$	1,000.00
Yellow Line Traffic Control	1	\$	784.87
Yellow Pages Group	1	\$	1.06
Yellowhead Road & Bridge	1	\$	1,050.00
Zayac, Daniel B	1	\$	50.00
Zimich, Robert	1	\$	910.74
Zone West Enterprises Ltd	2	\$	1,156.96

Employees and Directors May 2022

Directors	Number of Payments		Value
	8	\$	722.85
Cunningham, Hans	1	\$	39.65
Hewat, Suzan	1	\$	85.40
Hughes, Joseph	1	\$	178.12
Jackman, Garry	1	\$	79.30
Lockwood, Diana LD	1	\$	50.02
Main, Leah	1	\$	118.34
Popoff, Walter A	1	\$	37.82
Watson, Aimee	1	\$	134.20
Employees	Number of Payments		Value
	66	\$	17,945
Allaire, Michael	2	\$	311.71
Allen, Aiden	1	\$	318.42
Allison, Page	1	\$	75.00
Balestra, Elaine D	1	\$	229.36
Barnhouse, Greg	1	\$	67.71
Belleau, Melodie	1	\$	98.82
Benson, Marty G	1	\$	52.46
Bibby, Michael	1	\$	32.00
Chernenko, Rob	1	\$	362.31
Crowder, Robert A	1	\$	61.00
Daignault, Shane	1	\$	279.30
Daley, Kimberlee	1	\$	240.00
Doran, Andrew	1	\$	194.69
Fanthorpe, Jill	1	\$	38.98
Fehr, Carol	2	\$	1,572.28
Fernie, Stevie	1	\$	50.00
Fishlock, Garrett	1	\$	1,045.30
Frehr-Smith, Taylor	1	\$	35.00
French, Angela	3	\$	1,372.82
Froehlich, Clifford	1	\$	29.40
Giacomazzo, Zachari	1	\$	79.75
Gigliotti, Cory A	2	\$	168.67
Grant, Jeff	1	\$	61.00
Greene, Gregory	2	\$	1,406.05
Haigh, Lorne	1	\$	75.00
Hewgill, Mathew	1	\$	25.00
Hicks, Josef P	2	\$	187.88
Hopkyns, John (Chris)	2	\$	439.20
Johnson, Chris	1	\$	913.28
Jorgenson, Karin	1	\$	26.90
Knudsen, Leroy B	1	\$	60.00
Kootnikoff, Amy (Aimee)	1	\$	1,600.00
Lane, Harvey	1	\$	74.42
Lasko, Carolyn	2	\$	123.22
Law, Valerie	1	\$	161.86
Lillies, Rebecca	1	\$	408.08
Luck, Kalen	1	\$	393.75
Matthews, Audrey	1	\$	350.00
Morrison, Michael	1	\$	415.75
Nelson, Calvin	1	\$	132.29
Pereversoff, Charles	1	\$	25.00
Peters, Cody	1	\$	35.00
Pranke, Stephen	1	\$	102.36
Roenspiess, Ethan (Kai)	2	\$	192.76
Salmon, Evan	2	\$	260.36
Scheller, Rebecca	1	\$	980.91
Seth, Eddie	1	\$	95.00
Sharun, Dave	1	\$	75.00
Spencer, Monica	1	\$	339.99
Wilkinson, James	2	\$	1,109.59
Wood, Graeme	2	\$	200.00
Zayac, Daniel B	1	\$	50.00
Zimich, Robert	1	\$	910.74

Accounts Payable for May 2022 Breakdown by Type of Payment

Discretionary, Community Development, and Other Grants	Number of Payments		\$	143,669
	35			
Argenta Emergency Preparedness Group	1		\$	3,000.00
Balfour and District Business and Historic Association	1		\$	2,002.00
Bayview Residents Association	1		\$	2,000.00
Boswell Historical Society	1		\$	5,000.00
Canyon Lister Elementary School	1		\$	400.00
Central Kootenay Invasive Species Society	1		\$	7,200.00
Cover Architectural Collaborative-Indigenous Engagement Committee	1		\$	500.00
Creston Valley Rotary Club	1		\$	1,000.00
Creston, Town of	1		\$	2,000.00
Fields Forward	1		\$	25,000.00
Glade Recreation Commission (Society)	1		\$	2,000.00
Kaslo & Area Emergency Support Services	1		\$	250.00
Kaslo Search & Rescue	1		\$	1,732.50
Kootenay River Secondary School	3		\$	900.00
Living Lakes Canada	1		\$	6,000.00
Nakusp Secondary School	1		\$	2,000.00
Nakusp, Village of	1		\$	11,250.00
Nelson Public Library	1		\$	14,220.00
Nelson Reflections	1		\$	750.00
Osprey Community Foundation	1		\$	1,000.00
Redfish Elementary	1		\$	2,440.59
Salmo & Area Supportive Housing Society	1		\$	600.00
Salmo & District Golf Club	1		\$	6,750.00
Salmo Valley Youth & Community Centre	1		\$	2,000.00
Slocan Lake GREEN Burial Society	1		\$	2,110.00
Slocan, Village of	1		\$	4,539.00
South Kootenay Lake Community Service Society	1		\$	425.00
Tarrys Fire Department Social Club	1		\$	3,300.00
The BC Conservation Foundation	1		\$	9,200.00
Union of Spiritual Communities of Christ	2		\$	12,200.00
West Kootenay Football Club	1		\$	1,500.00
Wildlife Conservation Society of Canada	1		\$	10,400.00

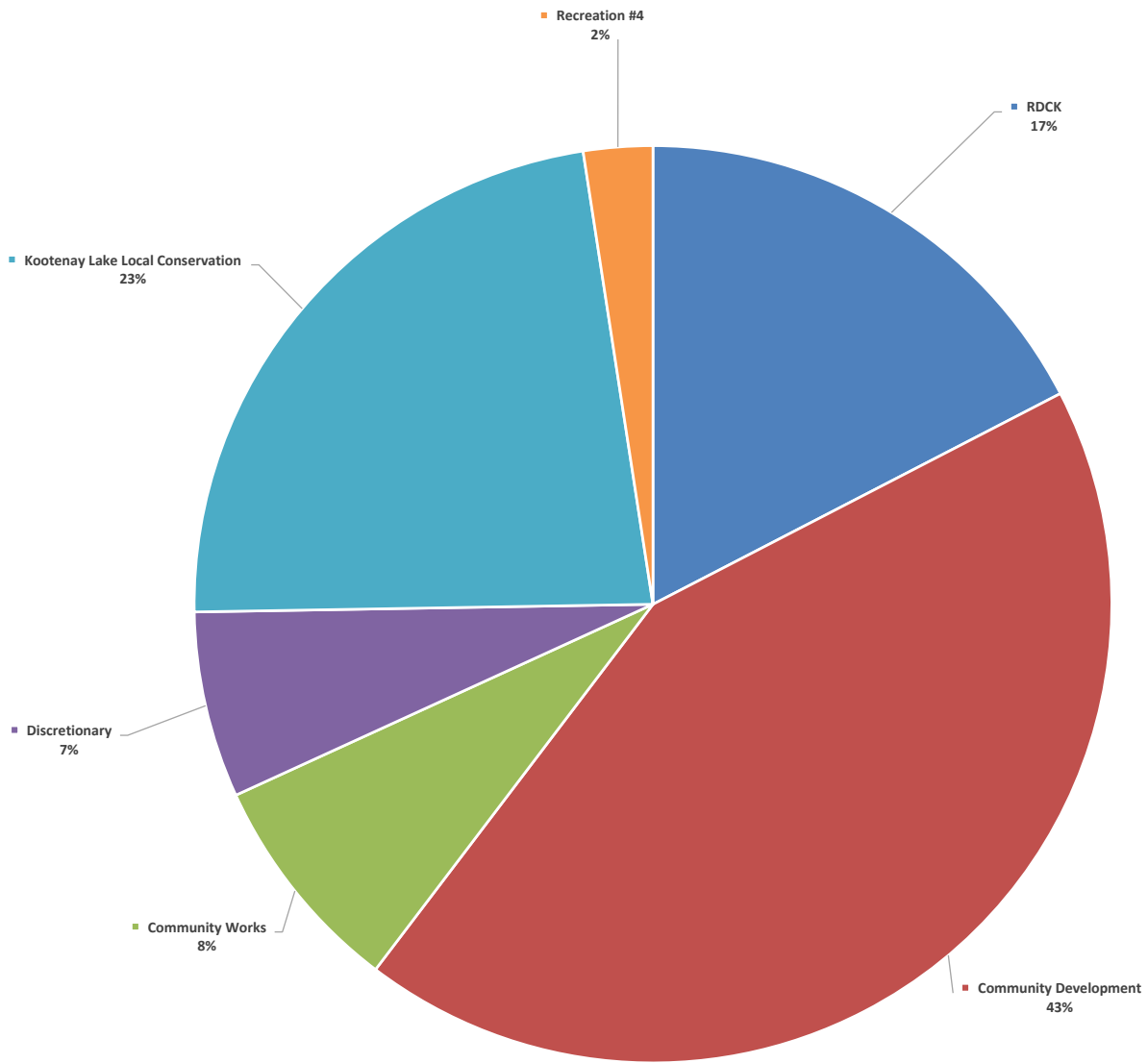
All Other Vendors	Number of Payments		\$	Value	856,754
	804				
1022117 Alberta Ltd.	2		\$	5,565.00	
1162587 AB Ltd.	1		\$	312.38	
1309778 BC Ltd DBA: Canyon Country Store	5		\$	100.43	
1332920 BC dba:Yahk General Store	1		\$	372.70	
646948 BC Ltd. dba Red Tag Fitness	1		\$	9,825.76	
ABH Car Sales Ltd.	1		\$	45,337.60	
Accent Carpet Care	1		\$	3,111.36	
ACE Courier Services	4		\$	112.72	
AFM Utility Services Ltd.	1		\$	4,315.50	
Air Liquide Canada Inc	2		\$	80.50	
All Rite Rooter Sewage Pumping Services	1		\$	175.00	
Andex Equipment Rentals	5		\$	3,428.69	
Andrew Sheret Ltd	14		\$	7,915.07	
Aquam Inc	1		\$	433.21	
Arrow Lakes Aggregates	2		\$	19,729.82	
Arrow Mountain Carwash & Mini Storage Ltd	1		\$	3,150.00	
Associated Fire Safety Equipment	3		\$	2,479.08	
Association of Regional District Planning Managers	1		\$	500.00	
Atomic Crayon	2		\$	2,180.01	
Authorized Security Ltd.	1		\$	252.00	
B&L Security Patrol (1981) Ltd	1		\$	1,722.00	
BC Hydro & Power Authority	2		\$	2,146.72	
Bears Furniture and Appliances	1		\$	1,739.90	
Bell Media Radio GP	2		\$	214.20	
Bencor Industries Ltd.	1		\$	725.34	
Black Press Group Ltd	2		\$	5,580.55	
Bluewave Energy	1		\$	2,209.82	
Boundary Electric (1985) Ltd.	1		\$	558.04	
Brenton Industries Ltd	1		\$	10,878.00	
British Columbia Association of Optometrists DBA: BCDO - EYESAFE	2		\$	749.05	
Brodie Consulting Ltd.	1		\$	590.63	
Building Officials' Association Of Bc	2		\$	1,452.22	
C.A. Fischer Lumber Co. Ltd.	7		\$	879.27	
Canadian Centre for Occupational Health and Safety	7		\$	135.00	
Canadian Linen & Uniform	4		\$	305.69	
Canadian Playground Safety Institute	1		\$	630.00	
Canadian Red Cross	1		\$	612.36	
CanGas Propane Inc.	1		\$	2,160.62	
Carey McIver & Associates Ltd.	1		\$	2,940.00	
Caro Analytical Services	1		\$	769.07	
Cascade Lock & Safe	1		\$	92.92	
Castlegar Source, The	1		\$	750.00	
Cathro Consulting Ltd	3		\$	19,909.09	
CDW Canada Corp	11		\$	2,431.38	
Central Kootenay Garbage Club	1		\$	9,817.50	
Centrix Control Solutions LP	2		\$	1,220.80	
Cintas Canada Ltd Location 889	1		\$	131.90	
Columbia Basin Broadband Corporation	4		\$	2,788.80	
Columbia Wireless Inc	7		\$	576.80	
Comfort Welding Ltd	13		\$	2,284.56	
Community Energy Association	1		\$	1,900.00	

All Other Vendors	Number of Payments		Value
	804	\$	
Cottonwood Autobody Ltd	2	\$	4,152.15
Cowan's Office Supplies	15	\$	1,181.15
Cranbrook Water Conditioning Ltd.	5	\$	96.48
Crawford Bay Store	7	\$	717.34
Creston Card & Stationery	4	\$	453.08
Creston Truck Service Ltd. DBA Kootenay Peterbilt	1	\$	369.47
Creston Valley Chamber Of Commerce	1	\$	2,651.25
Creston, Town Of	1	\$	572.03
Cummins Western Canada	3	\$	5,959.55
Cupe Local 2262	4	\$	8,374.15
Cupe Local 748	4	\$	3,700.11
Dave's Plumbing Ltd	3	\$	6,343.76
DB Perks & Associates Ltd	3	\$	3,823.99
Deboon, Arnold	1	\$	265.00
DHC Communications Inc	4	\$	4,091.40
Distributel Communications Limited	1	\$	324.30
Dye, Cindy	1	\$	250.00
East Shore Mainstreet	1	\$	47.25
EECOL Electric Corp.	1	\$	482.84
Entandem	1	\$	2.01
Eric Etelamaki Holdings	1	\$	724.50
Ernie's Used Auto Parts	2	\$	504.00
Expresslane Deliveries	1	\$	319.20
Federated Co-Operatives Ltd	5	\$	1,376.31
Flush Away Plumbing & Heating	1	\$	7,202.14
FortisBC - Electricity	20	\$	8,833.34
Fortisbc - Natural Gas	1	\$	13,434.59
Four Star Communications Inc	1	\$	115.50
Fraser Valley Building Supplies Inc.	12	\$	2,494.03
Fred Surridge Ltd	1	\$	231.47
Frontline Outfitters Ltd.	1	\$	768.60
Frozen Solutions Inc. dba Frozen Refrigeration	1	\$	2,961.00
Gain, Thomas Scott	1	\$	350.00
Gescan	1	\$	143.36
GFL Environmental Inc.	6	\$	9,702.00
Gilbert Parts Depot	9	\$	755.93
Giza, Tony	2	\$	1,500.00
Gray's Contracting	1	\$	738.15
Greep, Wes	1	\$	120.00
Guille, Pam	2	\$	3,465.00
Guillevin International Inc	5	\$	5,415.97
Hall Printing	13	\$	4,924.65
Hamilton, Joel DBA: Pyriscence Consulting	1	\$	6,300.00
Hart, Kathy	1	\$	275.00
Hewgill, Mathew	1	\$	125.00
Highland Consulting Ltd	1	\$	1,680.00
Hipperson Hardware	1	\$	41.76
Huffy's Leasing Ltd	1	\$	497.88
Hume Hotel	1	\$	502.52
HuskyPro	1	\$	2,072.40
Huss Holdings	1	\$	997.50
Hywood Truck & Equipment Ltd	11	\$	8,207.09
I.T. Blueprint Solutions Consulting Inc.	1	\$	4,304.16
ICONIX Waterworks Ltd Partnership	2	\$	2,254.73
Imperial Oil WEX Canada Ltd	1	\$	1,246.16
In the Air Networks	1	\$	89.60
Industrial Alliance Insurance and Financial Services Inc.	1	\$	798.58
Infosat Communications	1	\$	243.20
Inland Allcare	13	\$	5,814.52
Inland Kenworth (Castlegar)	2	\$	276.01
Insight Canada Inc.	1	\$	219.50
Insurance Corporation of BC	1	\$	353.00
Interior Health Authority - Environmental Health	1	\$	126.00
Iridia Medical	2	\$	2,650.26
Iron Mountain	1	\$	21.00
Jakubow Enterprises Ltd o/a Canadian Tire Castlegar (492)	14	\$	1,479.18
Jennifer Wickwire	1	\$	375.00
Kal Tire (Castlegar)	1	\$	1,335.85
Kal Tire (Nelson)	4	\$	1,568.03
Kaslo Building Maintenance	1	\$	535.50
Kaslo Building Supplies	3	\$	263.17
Kaslo Home Hardware	1	\$	33.01
Kays Road Contracting Ltd	1	\$	882.00
Kelly's Maintenance and Services	1	\$	2,625.00
KEM Services	2	\$	11,663.22
Kennlyn Enterprises	6	\$	3,679.00
KGC Fire Rescue Inc	1	\$	1,681.94
Klines Motors Ltd.	1	\$	484.21
Kokanee Fire & Safety Ltd.	1	\$	457.62
Kokanee Ford Sales Ltd.	4	\$	827.07
Kokanee Peaks Interiors	1	\$	16,228.54
Kootenay Carshare Cooperative	2	\$	466.70
Kootenay Communications Ltd	2	\$	592.48
Kootenay Employment Services Society	1	\$	80,000.00
Kootenay Glass & Mirror Ltd	1	\$	1,453.10
Kootenay Industrial Supply Ltd	12	\$	1,146.07
Kootenay Valley Water & Spas	3	\$	107.40
KRIK Services Co	1	\$	214.14
Leisure Baths Ltd.	1	\$	252.33
Levine Electric Ltd.	1	\$	142.32
LexisNexis Canada Inc.	1	\$	677.78
Lidstone & Company	4	\$	7,319.55
Lifesaving Society	1	\$	90.00
LogMeln Ireland Limited	3	\$	1,284.64
Lordco Parts Ltd	13	\$	1,946.81

All Other Vendors	Number of Payments		Value
	804	\$	856,754
M.J Fabrication & Maintenance Welding	1	\$	367.00
Main Jet Motorsports Inc	1	\$	159.00
Marino Wholesale Ltd	1	\$	724.29
Martech Electrical Systems Ltd	1	\$	592.73
Mediquest Technologies Inc	2	\$	1,189.30
Mega Technical Holdings Ltd	1	\$	318.29
Mequipco Ltd.	1	\$	1,135.25
Minister of Finance	2	\$	6,837.71
Minister Of Finance - Product Distribution Centre	1	\$	236.54
Mitchell Supply Ltd	11	\$	1,704.60
Morrow Bioscience Ltd	1	\$	10,737.50
Mts Maintenance Tracking Systems Inc	1	\$	614.25
Nanaimo, City of	11	\$	3,785.25
Napa Auto Parts (Nelson)	2	\$	445.01
Nature Trust of British Columbia, The	1	\$	8,765.55
Navigata Communications Ltd. dba ThinkTel	1	\$	24.43
NCGL Construction Ltd.	1	\$	2,486.40
Nelson Building Centre Ltd	36	\$	7,004.69
Nelson Farmers Supply Ltd	10	\$	1,088.87
Nelson Hydro	13	\$	20,931.95
Nelson Leafs Hockey Society	1	\$	4,368.00
Nelson Tiny Houses	2	\$	2,325.00
Nelson Toyota	3	\$	2,601.12
Nelson, City Of	2	\$	2,737.50
Northtown Rental & Sales	2	\$	822.08
Ok Tire & Auto Service (Nelson)	1	\$	56.00
Orkin Canada Corporation	1	\$	182.18
Oso Negro	1	\$	85.00
Overland West Freight Lines Ltd	1	\$	372.10
Panio, Gerald	1	\$	34.69
Parkworks Solutions Corp.	1	\$	134.84
Passmore Laboratory Ltd	5	\$	950.00
Pennywise	5	\$	1,529.92
Phoenix Computers	2	\$	246.24
Pitbull Contracting Ltd	1	\$	1,317.40
Prestige Lakeside Resort	4	\$	959.10
Pridham, Nancy	2	\$	230.00
Prism Engineering	1	\$	1,380.75
Pro-Cut Industries Ltd.	1	\$	908.25
Purolator Inc	2	\$	299.46
Pyramid Building Supplies	4	\$	694.65
Reliance Office Services Ltd	1	\$	2,415.00
Rescue Canada Resource Group Inc	1	\$	2,000.00
ResQtech Systems Inc	1	\$	6.67
Rfs Canada	6	\$	644.88
Ricoh Canada Inc	5	\$	4,468.97
Right Way Acquisition Services Ltd.	1	\$	1,899.07
Riverside Farm	8	\$	13,340.04
Roadpost Inc. T46274	2	\$	515.72
Robson Fire Department Social Club	1	\$	5,000.00
Rocky Mountain Agencies	3	\$	13,585.65
Rocky Mountain Phoenix	6	\$	11,646.88
Rook Design Media	4	\$	3,217.50
Roth IAMS	1	\$	2,732.09
Salmo Valley Newsletter	2	\$	113.00
Salmo Valley Youth & Community Centre	1	\$	866.67
Santos, Wanda	1	\$	150.00
Score Construction Ltd	2	\$	14,334.78
Secure By Design	1	\$	215.25
Selkirk College (Nelson)	1	\$	498.00
Selkirk Security Services Ltd	2	\$	291.63
Shaw Buisness A division of Shaw Telecom G.P.	2	\$	2,235.86
Shaw Cable	5	\$	661.14
Shopa`S Excavating Ltd	1	\$	693.00
SHSS Interact Rotary Club	1	\$	500.00
Silverking Small Engine	2	\$	307.17
Siwy, Andrew DBA:Victory Medals	1	\$	135.00
Sk Electronics Ltd	13	\$	2,919.71
Slocan Valley Home Hardware	3	\$	172.95
Speedpro Signs	4	\$	1,071.09
Speedpro Signs (Trail)	3	\$	607.49
Stafford Welding	2	\$	619.50
Sterling Backcheck Canada Corp.	1	\$	62.12
Stewart Mcdannold Stuart	1	\$	342.72
Sullivan Stone Company Ltd	4	\$	1,501.97
Sun Life Assurance Company of Canada	2	\$	1,379.71
Sundry Vendor	40	\$	34,267.96
Swift Internet	2	\$	156.80
Sybertech Waste Reduction Ltd	1	\$	356.16
Taghum Shell (1997)	15	\$	1,430.79
Teamwork Media Television Inc.	1	\$	367.50
Technical Safety BC	1	\$	259.00
Telus Communications Inc	5	\$	7,030.70
Tetra Tech Canada Inc.	3	\$	19,223.67
The Capitol Theatre Restoration Society (CTRS)	1	\$	1,385.95
The F.I.R.M. Inc.	1	\$	798.00
Thomas & Company Locksmithing Ltd.	1	\$	280.20
Thurber Engineering Ltd.	1	\$	649.69
Tip-it Waste Solutions Inc.	2	\$	605.88
Top Cat Construction Ltd.	1	\$	17,010.00
Treadmill Factory, The	1	\$	348.60
Trowalex Equipment Rentals And Sales	4	\$	1,018.37
Troy Life & Fire Safety Ltd	2	\$	1,680.00
Tu-Dor Lock & Safe Ltd	3	\$	103.88
Uline Canada Corporation	5	\$	3,687.75

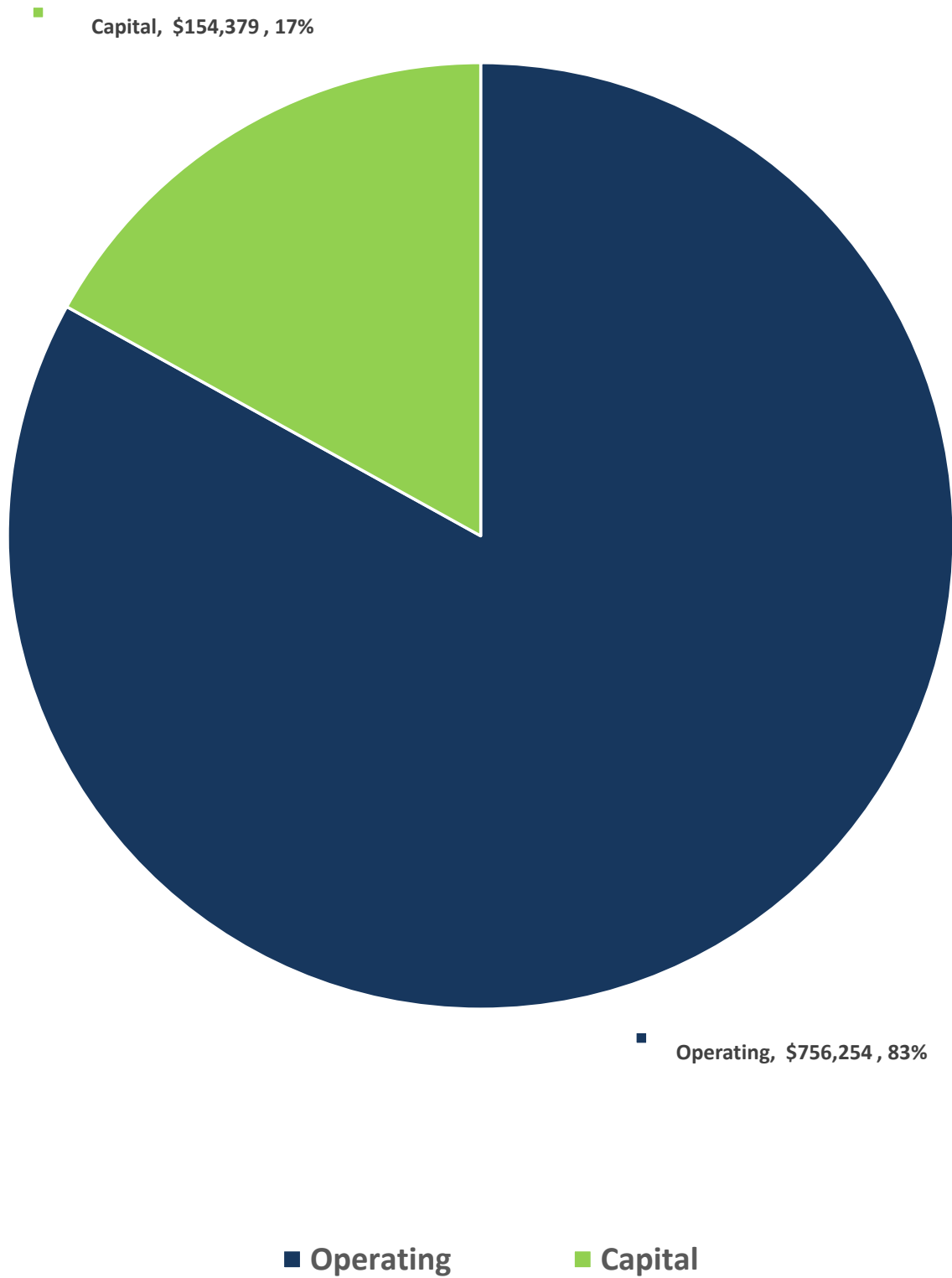
All Other Vendors	Number of Payments		Value
	804	\$	856,754
Unit4 Business Software Corporation	1	\$	577.50
Urban Systems Ltd.	4	\$	9,115.84
Van Houtte Coffee Services	1	\$	258.69
Vista Radio Ltd	1	\$	504.00
Vitalaire Canada Inc	1	\$	7.06
W.H. Excavating	3	\$	2,913.77
Waste Management	9	\$	3,197.58
Wesco Distribution-Canada Inc	2	\$	418.96
West K Concrete Ltd.	1	\$	350.00
West Kootenay Self Storage Ltd.	2	\$	577.50
Western Auto Wreckers (1974) Ltd	1	\$	966.00
WEX Canada Ltd.	1	\$	1,088.11
WFR Wholesale Fire & Rescue Ltd	9	\$	5,358.70
Wildland Recreation Solutions	1	\$	55,230.00
Winlaw Mini-Mart	1	\$	106.00
WJF Instrumentation (1990) Ltd.	1	\$	78.75
Wolseley Waterworks Branch	1	\$	11,368.00
Wood Wyant Inc	4	\$	2,224.26
Workplace Safety & Insurance Board	1	\$	115.93
WR Sand & Snow Removal Ltd.	1	\$	945.00
WSP Canada Inc.	1	\$	3,890.78
Wylee Works Inc.	1	\$	3,150.00
Yahk-Kingsgate Recreation Society	1	\$	1,000.00
Yellow Line Traffic Control	1	\$	784.87
Yellow Pages Group	1	\$	1.06
Yellowhead Road & Bridge	1	\$	1,050.00
Zone West Enterprises Ltd	2	\$	1,156.96

Grants by Type

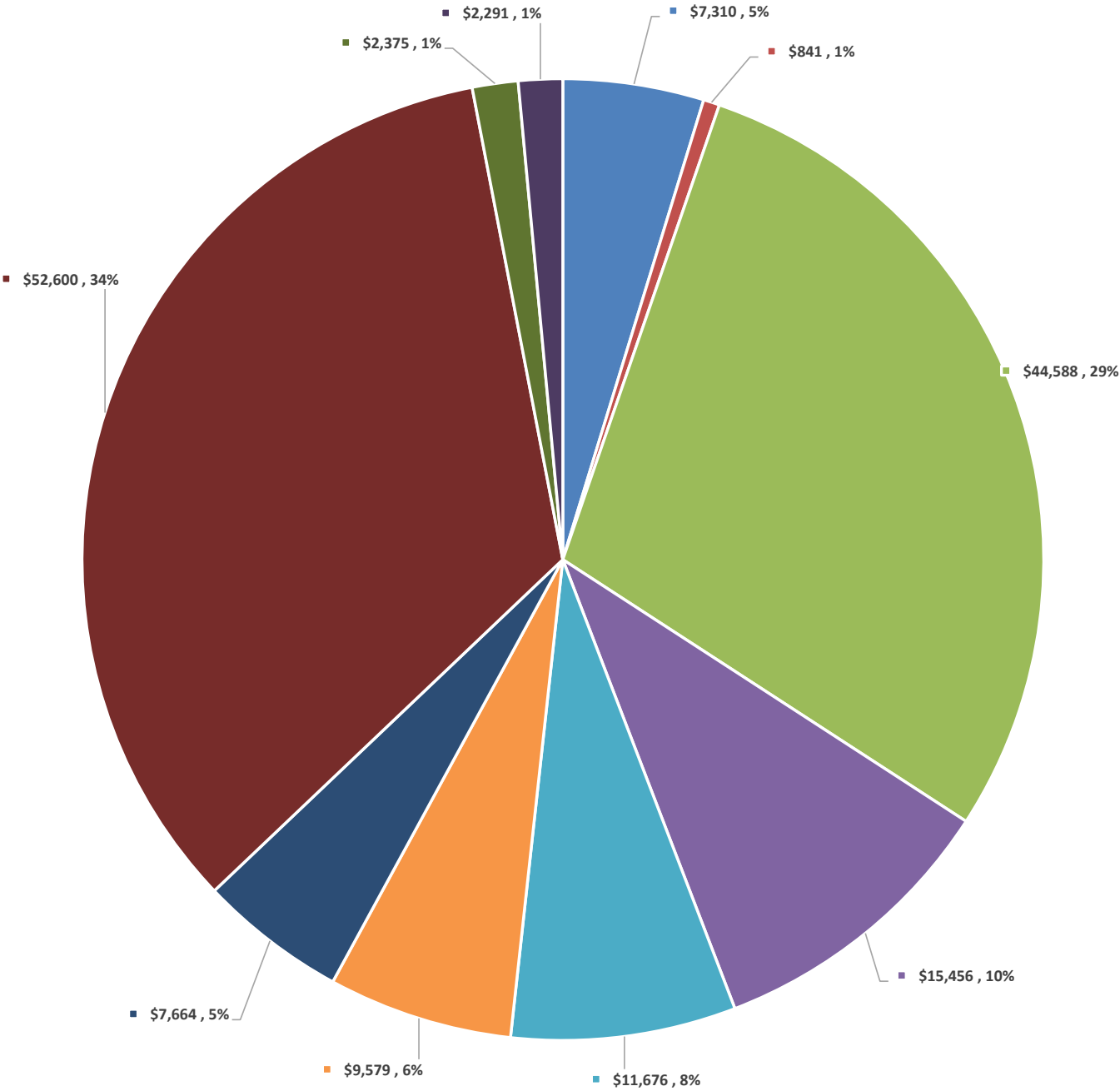


■ RDCK ■ Community Development ■ Community Works ■ Discretionary ■ Kootenay Lake Local Conservation ■ Recreation #4

May 2022 Capital VS Operating Expenditures



May 2022 Capital by Service



- Arena (Castlegar Complex)-Castlegar and Areas I and J
- Fire Protection-Area B (Canyon Lister)
- Fire Protection-Area J (Robson, Raspberry)
- Fire Protection-Areas E and F (Beasley, Blewett)
- Refuse Disposal (Central Subregion)-Nelson, Kaslo, Salmo and Areas D, E, F, and G
- Refuse Disposal (East Subregion)-Creston and Areas A, B and C
- Refuse Disposal (West Subregion)-Castlegar, New Denver, Slokan and Area H, I, J, and K
- Regional Parks-New Denver, Silverton, Slokan and Areas H
- Water Utility-Area B (Arrow Creek)
- Water Utility-Area D (Woodbury)



Board Report

Date of Report: May 9, 2022
Date & Type of Meeting: May 19, 2022 Open Board Meeting
Author: Tom Dool, Research Analyst
Subject: CRESTON VALLEY FIRE SERVICE REGULATION BYLAW NO. 2744, 2022
File: 08\3200\10
Electoral Area/Municipality: Defined Portions of Electoral Areas A, B, and C

SECTION 1: EXECUTIVE SUMMARY

This report provides the Board consideration regarding the Creston Valley Fire Service Regulation Bylaw No. 2744, 2022. This bylaw proposes a regulatory framework for the provision of fire protection services, within defined portions of Electoral Areas A, B, and C, provided by the Creston Municipal Fire Department.

This report recommends that Regional District of Central Kootenay Creston Valley Fire Service Regulation Bylaw No. 2744, 2022 be given FIRST, SECOND, AND THIRD reading by content; And further that Regional District of Central Kootenay Creston Valley Fire Service Regulation Bylaw No. 2744, 2022 be adopted and the Chair and Corporate Officer be authorized to sign the same.

SECTION 2: BACKGROUND/ANALYSIS

At the July 2020 Open Board Meeting the Board passed resolution 461/20

That the Board direct staff to amend Regional District of Central Kootenay Fire Services Bylaw No. 2170, 2010 to incorporate the level of service declarations for RDCK fire departments, per the resolution passed at the July 16, 2020 Board meeting; AND FURTHER, that staff consolidate Bylaw No. 2170 and update the bylaw as required

During the bylaw update process three methods of service provision for fire protection and associated services were identified.

1. Regional District Volunteer Fire Departments (VFD) serving rural electoral areas;
2. Regional District Volunteer Fire Departments serving rural electoral areas and municipalities;
3. Municipal Fire Departments serving rural electoral areas through contract;

Regional District of Central Kootenay Fire Services Bylaw No. 2170, as amended, was written to regulate the provision of service by Regional District VFD's to Local Government Services Areas in Rural Electoral Areas. It does not regulate the provision of fire protection services by a municipality to a Rural Electoral Area. Municipal bylaws cannot be enforced outside municipal boundaries by referencing the bylaw within an agreement or contract. Currently those portions of the Creston Valley served by the Town of Creston do not have a bylaw regulating the provision of fire services by the Creston Municipal Fire Department.

The contractual arrangement between the Regional District and the Town of Creston for the provision of fire protection and associated services requires that the Regional District adopt a separate regulatory bylaw to

address the specific authorities granted to a municipal fire department by the Regional District. It should be noted that the proposed regulatory bylaw would apply in the following Fire Protection Service Areas.

- The Canyon-Lister Fire Protection Area (Bylaw 285, as amended);
- The West Creston Fire Protection Area (Bylaw 2408, as amended);
- The Arrow Fire Protection Service Area (Bylaw 2372, as amended);
- The Wyndell/Lakeview Fire Protection Area (Bylaw 965, as amended); and
- The Portions of Areas B and C Contracted Fire Protection Area (Bylaw 1127, as amended).

As has occurred recently with RDCK fire contract areas serviced by the Village of Salmo, Village of Nakusp, and the City of Castlegar the updated service agreements for the Fire Protection Areas specified above and the new regulatory bylaw are being brought forward for Board approval concurrently.

The proposed agreements and regulatory bylaw were developed in collaboration with municipal staff at the Town of Creston.

Development of the proposed regulatory bylaw was guided by 3 principles

1. **Protect the health and safety of responders.** Ensure responders can do the job as safely as possible by giving them the authority required to prevent and respond to fires;
2. **Encourage residents to be Fire Smart.** Regulate to encourage responsible behavior and minimize the threat of fire;
3. **Control costs.** Reduce expenses by reducing the number of call outs. When a response is needed because people have made poor decisions, create a method of recovering those costs.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Financial Plan Amendment:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov't Approvals Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

There are no budgetary impacts associated with the proposed bylaw.

Cost Recovery

The current regulatory framework does not allow for cost recovery regarding incident response in rural areas. The proposed bylaw grants consideration to the municipality for the recovery of costs from a property owner associated with

- Demolition or removal of unsafe structures and materials at an incident or response;
- Traffic control at an incident or response;
- Hired private security at an incident or response;
- Decontamination or replacement fire department equipment damaged by hazardous materials at an incident or response;
- Removal of hazardous material or fire hazards;

The use of cost recovery is intended as a deterrent and tool to be used in egregious situations, it is not intended as a revenue stream for municipal fire service budgets. In the event that a municipal fire department accrues exceptional costs as a result of a response or incident within the fire service area the municipality would be authorized to seek cost recovery from the property owner.

Fees For Service

The current regulatory framework does not allow the municipal department to charge fees for services in rural areas. The Proposed bylaw grants consideration to the Municipal Fire Chief to charge fees for services in situations where the fire department is required to stand-by or attend an event as a public safety measure. Where possible these fees should be negotiated in advance.

Additionally, the department may charge a fee for attendance or incident response as result of an act indictable offence under the Criminal Code of Canada. A complete list of fees for service can be found within the proposed bylaw.

Penalties

The proposed bylaws cite both the RDCK Municipal Ticketing Information (MTI) Bylaw and RDCK Bylaw Enforcement Notice and Dispute Adjudication System (ENDAS) Bylaw. Subject to the approval of the proposed bylaws both the MTI and ENDAS would require amendment to reflect the penalties described within the proposed bylaws.

The Municipal Fire Chief is authorized to act as a Bylaw Enforcement Officer for the Regional District in matters related to the proposed bylaws. In the event that a fine is required the Municipal Fire Chief would first consult the Regional Fire Chief to in order to ensure the appropriate Regional District processes and procedures were followed.

It should be noted that Schedules A-Fees and Charges of the proposed bylaw is substantively aligned with the fees and charges schedule of the Town of Crestons Regulatory Fire Bylaw.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

The Regional District and the municipalities providing contract fire services must have stand alone regulatory fire bylaws for their respective jurisdictions. However, those bylaws must be in agreement regarding the regulation of the service and the granting of authority.

A detailed review of the relevant municipal fire department bylaws informed the development of the proposed bylaws. The proposed Regional District bylaws are substantively aligned with the corresponding municipal bylaws on matters relevant to rural fire protection. These matters are largely focused on granting authority and often use the same language.

Figure 1. The Designation of Authority

Authority	Role	Requirements
Regional Fire Chief	Administrative authority in the rural area.	<ul style="list-style-type: none"> • Contract Management • Budget Development • Advise the Board • Appoint Municipal Chief LAFC

		<ul style="list-style-type: none"> • Advise regarding relevant RDCK policy
Municipal Fire Chief	Operational authority in the rural area.	<ul style="list-style-type: none"> • Management of the Department • Contract Management • Advise Council • LAFC • Authorized RD Bylaw Enforcement Officer

Adoption of the proposed bylaw would require subsequent amendment to the RDCK Municipal Ticketing Information Bylaw and RDCK Bylaw Enforcement Notice and Dispute Adjudication System Bylaw. Currently these bylaws do not contain schedules detailing the criteria and amounts for penalties associated with prohibited behaviour related to fire in the rural areas.

3.3 Environmental Considerations

None.

3.4 Social Considerations:

Cultural Factors

Fire is a tool that is widely used in rural areas for agriculture, forestry, land development, fuel mitigation and various cultural practices. The proposed bylaw balances the long standing traditional use of fire in rural communities with newly emergent responsibilities that are a result of increasing population, our changing climate, and the availability of fire protection resources.

Addressing

The proposed bylaw requires compliance with RDCK Civic Addressing Bylaw 2391, 2014. The expectation of response to an emergency should be predicated on responders being able to find the location.

3.5 Economic Considerations:

None.

3.6 Communication Considerations:

None.

3.7 Staffing/Departmental Workplace Considerations:

Subject to Board approval staff will use the format and content of the proposed bylaw to continue to develop regulatory bylaws for municipal contract fire services. As the Regional District renews the contracts for these service staff will present the Board with updated regulatory bylaws for consideration.

3.8 Board Strategic Plan/Priorities Considerations:

Strengthen our Relationships with our Community Partners

The proposed bylaw, in conjunction with an updated contract, will ensure that our municipal partners have the authority required to provide fire services in rural areas while ensuring the health and safety of rural residents and first responders.

SECTION 4: OPTIONS & PROS / CONS

Option 1. That the Board adopt the proposed Fire Service Regulatory Bylaw.

Pros

- Improves upon public safety and the safety of first responders.
- Substantive alignment between Regional District and Municipal regulatory fire bylaws.
- Addresses the deficiencies within Regional Fire Service Regulatory Bylaw 2170, as amended.
- Allows for implementation of renewed contacts with municipalities.
- Creates a consistent regulatory framework for the provision of fire services within the Regional District

Cons

- There are rural residents that will falsely perceive this as an imposition on their rights in matters related to the bylaw.

Option 2. That the Board direct staff to further review the matter.

Pros

- Allows for changes to the proposed bylaw if required by the Board.

Cons

- Delays the signing of agreements for the provision of fire services
- The current regulatory framework does not meet the requirements of the Local Government Act or the Community Charter
- The current framework does not give municipal fire services the authority to act in a proactive fashion in matters related to fire.

SECTION 5: RECOMMENDATIONS

That Regional District of Central Kootenay Creston Valley Fire Service Regulation Bylaw No. 2744, 2022 be given FIRST, SECOND, AND THIRD reading by content.

That Regional District of Central Kootenay Creston Valley Fire Service Regulation Bylaw No. 2744, 2022 be ADOPTED and the Chair and Corporate Officer be authorized to sign the same.

Respectfully submitted,
Tom Dool, Research Analyst

CONCURRENCE

Corporate Officer – Mike Morrison	Approved
Regional Fire Chief – Nora Hannon	Approved
Chief Administrative Officer – Stuart Horn	Approved

ATTACHMENTS:

Attachment A – Kootenay Creston Valley Fire Service Regulation Bylaw No. 2744, 2022

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2744

A Bylaw to regulate Fire Protection and Associated Services within defined portions of Electoral Areas A, B, and C.

WHEREAS the Board of the Regional District of Central Kootenay, by separate bylaw, has established Fire Protection Service Areas to provide Fire Protection and Assistance Response in defined portions of Electoral Areas A, B, and C;

AND WHEREAS the Board of the Regional District of Central Kootenay deems it expedient to regulate Fire Protection and Assistance Response in defined a portions of Electoral Areas A, B, and C;

AND WHEREAS the Council of the Town of Creston has established a fire department for the purpose of providing Fire Protection and Assistance Response;

AND WHEREAS the Board of the Regional District of Central Kootenay has entered into an agreement with the Town of Creston to provide a Fire Protection Service and Assistance Response in defined portions of Electoral Areas A, B, and C;

NOW THEREFORE the Board of the Regional District of Central Kootenay in open meeting assembled enacts the following:

DEFINITIONS

1 In this bylaw:

Apparatus means any vehicle provided with machinery, devices, equipment or materials designed or intended for use in Fire Protection, Assistance Response, and other approved Associated Services including vehicles used to transport fire fighters and supplies;

Assistance Response means the initial response and emergency aid, other than Fire Protection, provided by the Fire Department at an Incident;

Board means the Board of the Regional District of Central Kootenay;

British Columbia Building Code and BC Building Code means the Provincial building code established by the British Columbia Building Code Regulation enacted under the Building Act;

British Columbia Fire Code and BC Fire Code means the Schedule to the British Columbia Fire Code Regulation enacted under the Fire Services Act;

Building means any structure used or intended to be used for supporting or sheltering any use or Occupancy;

Bylaw Enforcement Officer means a person appointed, by the Board, as a Bylaw Enforcement Officer and for the purposes of This Bylaw includes the Regional Fire Chief and their designates;

Bylaw Notice means a notice issued to a person that has failed to comply with the regulations, prohibitions and requirements of This Bylaw;

Costs in the context of costs recovered by the Regional District under This Bylaw, means costs as defined in This Bylaw, the Regional District of Central Kootenay Municipal Ticketing Information Bylaw and the Regional District of Central Kootenay Bylaw Enforcement Notice and Dispute Adjudication System Bylaw;

Exposure Fire means a fire that

(a) is the result of heat radiation, heat convection or direct flame contact from a previously established fire; and

(b) affects a person, object, thing or structure;

Fee and Fees means the fees and charges prescribed by the Fees and Charges Bylaws;

Fees and Charges Bylaws means the Regional District of Central Kootenay Municipal Ticketing Information Bylaw as amended from time to time and adopted by the Board under Section 264 Part 8 Division 3 of the Community Charter or similar successor legislation as well as the Regional District of Central Kootenay Bylaw Notice Enforcement and Dispute Adjudication System Bylaw as amended from time to time and adopted by the Board pursuant to the Local Government Bylaw Notice Enforcement Act;

Fire Alarm System means an automated system which provides notification to emergency responders upon detection of a fire;

Fire Department means Creston Fire & Rescue Services, a department of the Town of Creston;

Fire Department Equipment means any tools, contrivances, devices, hoses, or materials used by the Fire Department.

Fire Protection and Assistance Response means a service to provide all aspects of fire safety and including,

- (a) Fire suppression, including interface fires;
- (b) Fire and life safety education;
- (c) Fire inspection upon complaints as contemplated by the Fire Services Act (and, for greater certainty, no including inspections contemplated by section 26 and 36 of that Act);
- (d) Fire investigations as required by the Fire Services Act;
- (e) Hazardous material response (subject to training and, in any event, to a maximum of "operations level" within the applicable regulations of the National Fire Protection Association.
- (f) Subject to section 3.3 of the Agreement, First Responder (Medical Assist)/Ambulance Assist subject to any agreement with the Emergency Health Services Commission;
- (g) Technical rescue, including auto extrication and rope rescue, to the same standard provided within the Municipality;
- (h) Enforcement of the portions of the *Fire Service Act* and Fire Code applicable to the Fire Protection Service Areas; and
- (i) Enforcement of the Operational Bylaw.

Fire Protection Equipment means but is not limited to Fire Alarm Systems, automatic sprinkler systems, special fire extinguishing systems, portable fire extinguishers, standpipe and hose systems, fixed pipe fire suppression systems in commercial kitchen exhaust systems, and emergency lighting and power installations;

Fire Protection Service Area means the geographic extents, defined by a Regional District Fire Protection or Fire Response service establishment bylaw, of the area in which the Municipal Fire Department is authorized to provide Fire Protection Service and Assistance Response;

Hazardous Materials has the same meaning as "dangerous goods", as defined in the Transportation of Dangerous Goods Act (Canada), i.e. "a product, substance or organism included by its nature or by the regulations in any of the classes listed in the schedule to that Act;

Hotel includes

- (a) an apartment building;
- (b) a residential condominium building that has:
 - i two or more levels of strata lots as defined in the Strata Property Act; and
 - ii one or more corridors that are common property as defined in the Strata Property Act; and

- (c) a boarding house, lodging house, club or any other Building, where lodging is provided, except a private dwelling;

Incident means

- (a) a fire or explosion or a situation in which a fire, explosion or life threatening condition is imminent, and
- (b) any event or situation in which harm to persons or property may arise to which the Fire Department has or would ordinarily respond, including:
 - i. an accident involving a motor vehicle, train or other form of public or private conveyance;
 - ii. a medical emergency;
 - iii. an event on land or water requiring a rescue operation;
 - iv. a danger arising from hazardous situations or escape of Hazardous Materials;
 - v. an earthquake or other natural disaster; and
 - vi. an act or threatened act of terrorism;

Member means any person appointed by the Municipal Fire Chief as an employee of the Fire Department, whether paid or volunteer, and includes the Municipal Fire Chief;

Municipal Fire Chief means a person appointed by Council to serve as Chief of the Fire Department or their delegate;

Municipality means the body incorporated as the Town of Creston and/or the territorial jurisdiction thereof, according to its context in This Bylaw;

Occupancy means the use or intended use of a building or part thereof for the shelter or support of persons, animals or property as defined in the British Columbia Building Code;

Occupier means an Owner, tenant, lessee, agent, and any other person who has the care, control and the right of access to real property or a building;

Officer means a Member of the Fire Department appointed by the Municipal Fire Chief and given specific authority to assist the Fire Chief in his or her duties or to act in the stead of the Municipal Fire Chief;

Order means taking a remedial action, giving an approval, making a decision or a determination, or exercising a discretion under This Bylaw and/or the BC Fire Code by the Authority Having Jurisdiction.

Owner has the same meaning as in the Community Charter;

Peace Officer means, for the purposes of This Bylaw only, a person appointed as a Local Assistant to the Fire Commissioner for the Regional District, any person employed or appointed by the Regional District as a Bylaw Enforcement Officer, or a member of the Royal Canadian Mounted Police;

Premises means Hotel, Public Building, private building or real property;

Public Building means a factory, warehouse, store, mill, school, hospital, theatre, public hall, office building and any Building other than a private dwelling house;

Regional District means the Regional District of Central Kootenay

Regional Fire Chief means the person appointed by the Board to oversee the Regional District of Central Kootenay Volunteer Fire Service or their designate;

This Bylaw means the Regional District of Central Kootenay Creston Valley Fire Service Regulation Bylaw 2744, 2022;

SEVERABILITY

- 2 (1) If a portion of This Bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of This Bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause, or phrase.

SCOPE OF SERVICES

- 3 (1) The Fire Department is authorized to provide Fire Protection and Assistance Response.

LIMITS OF JURISDICTION

- 4 (1) The geographic limits of the jurisdiction of the Fire Department, regarding the provision of Fire Protection and Assistance Response to the Regional District, include:
- a) The Canyon-Lister Fire Protection Area (Bylaw 285, as amended);
 - b) The West Creston Fire Protection Area (Bylaw 2408, as amended);
 - c) The Arrow Fire Protection Service Area (Bylaw 2372, as amended);
 - d) The Wyndell/Lakeview Fire Protection Area (Bylaw 965, as amended); and
 - e) The Portions of Areas B and C Contracted Fire Protection Area (Bylaw 1127, as amended).

REGIONAL FIRE CHIEF'S AUTHORITY AND RESPONSIBILITIES

- 5 (1) The Regional Fire Chief is authorized to:
- (a) Administer and enforce the agreements and contractual arrangements required for the provision of service;
 - (b) Appoint the Municipal Fire Chief the LAFC for the service area; and
 - (c) Review and make recommendation to the Board regarding proposed budgets submitted for the provision of Fire Protection and Assistance Response.

MUNICIPAL FIRE CHIEF'S AUTHORITY AND RESPONSIBILITIES

- 6 (1) The Municipal Fire Chief is the authority for Fire Protection and Assistance Response within the area specified by this bylaw.
- (2) The Municipal Fire Chief is the head of the Municipal Fire Department and responsible for the management of Regional District fire stations, Apparatus, and all equipment (including personal protective equipment) under the control of or use by the Municipal Fire Department and its Members.
- (3) The Municipal Fire Chief, or their delegate, is authorized to:
- (a) administer This Bylaw;
 - (b) exercise the powers of the Fire Commissioner under section 25 of the *Fire Services Act*, and for these purposes that section applies;
 - (c) enter on property and inspect Premises for conditions that may cause a fire, increase the danger of a fire or increase the danger to persons or property from a fire;
 - (d) make provisions for Fire Protection and Assistance Response by the Municipal Fire Department as permitted under This Bylaw;
 - (e) enforce Regional District bylaws, rules, Orders and regulations respecting fire prevention and suppression and the protection of life and property and take measures to prevent and suppress fires;

- (f) fulfill the requirements of a Local Assistant to the Fire Commissioner in accordance with section 6(1) of the Fire Services Act, including the Local Assistant's responsibilities under sections 9 and 13 of that Act;
 - (g) inquire into, investigate and record the causes of fires in the fire protection service area;
 - (h) collect and disseminate information in regard to fires in the fire protection service area;
 - (i) organize or authorize programs and policies designed to inform the public or specified classes of the public on matters regarding fire safety, use of flammable/combustible materials, prevention, containment, or suppression of fires or other emergencies and escape from fires or other emergencies;
 - (j) provide advice and make recommendations to the Regional Fire Chief, as appropriate, in relation to the provision of adequate water supply and pressure in relation to firefighting.
- (4) The Municipal Fire Chief must keep the Regional Fire Chief informed regarding Municipal Fire Department operations within the Fire Protection service area.
 - (5) The Municipal Fire Chief, in consultation with the Regional Fire Chief, shall determine which Fire Protection and Assistance Response services the Fire Department shall provide, and the level to which such services shall be provided.
 - (6) The Municipal Fire Chief, or their designate, has the authority at all times, by day or night, without notice, to enter onto any real property to enter and examine a Building, Premises, motor vehicle, vessel, or railway rolling stock where a fire has occurred, and, if necessary, those adjoining or near the fire to investigate in a general way the cause, origin and circumstances of each fire occurring in the Fire Protection service area.
 - (7) The Municipal Fire Chief or their designate, on complaint or, if believed advisable, has the authority at all reasonable hours, by day or night, without notice, to enter onto any real property and enter and examine a Building, Premises, motor vehicle, vessel, or railway rolling stock to ascertain whether:
 - (a) they are in such a state of disrepair that a fire starting in them might spread rapidly to endanger life or other property;
 - (b) the use or Occupancy of them would create a fire that would endanger life or property;
 - (c) combustible or explosive material is kept or other flammable conditions exist on them so as to endanger life or property; or
 - (d) a fire hazard exists in or about them.
 - (8) The Municipal Fire Chief or their designate, is empowered to cause a building, structure or thing to be pulled down, demolished or otherwise removed if he or she deems it necessary to prevent the spread of fire to other buildings, structures or things and the Municipality may recover the Costs of doing so.
 - (9) The Municipal Fire Chief or their designate, during an Assistance Response is empowered to commandeer privately owned equipment, which he or she considers necessary to deal with an Incident and the Municipality may recover its Costs from the Occupier of the Premises where the Incident occurred.
 - (10) The Municipal Fire Chief or their designate is authorized to engage the services of a Fire Protection service company to repair, inspect or maintain a building's Fire Protection

Equipment and the actual cost to the Municipality of doing so may be recovered from the Occupier.

- (11) The Municipal Fire Chief or their designate has the authority, at all times, by day or night, to hire or engage the services of a traffic control provider to provide barricades, flagging personnel, pylons and other traffic control equipment to manage traffic on public and private roadways during an Assistance Response and the actual cost to the Municipality of doing so may be recovered from the Occupier.
- (12) The Municipal Fire Chief or their designate has the authority, at all times, by day or night, to hire or engage the services of a security company, security person or provide Members at an Incident to maintain a building fire watch until the Occupier of the building is contacted or investigation is completed and the Costs of the Municipality of doing so may be recovered from the Occupier.

AUTHORITY OF THE MUNICIPAL FIRE DEPARTMENT

- 7 (1) The Municipal Fire Department shall operate as a "full Service" department, as defined in the Provincial Training Standards, within the Fire Protection service area. The Fire Department shall operate in accordance with the requirements of the Provincial Training Standards, including with respect to the training of its Members and keeping of records related to such training.
- (2) Notwithstanding the list of Fire Protection and Assistance Response services or any service level authorized in accordance with the Provincial Training Standards, in relation to any particular Incident response, the Fire Department shall undertake only those emergency response activities for which its responding Members are properly trained and equipped.
- (3) The Member in charge may, at his or her sole discretion, restrict or terminate emergency response activities in any circumstances where the Incident is considered to exceed the training or capabilities of the responding Members, or Apparatus available to them.
- (4) A Member has the authority at all times, by day or night, without notice, to enter onto any real property, to enter and examine a Building, Premises, motor vehicle, vessel, or railway rolling stock where an Incident has occurred, and, if necessary, those adjoining or near the Incident, for the purpose of providing Fire Protection and Assistance Response at any Incident the Municipal Fire Department attends.
- (5) A Member has the authority at all times, by day or night, without notice, to enter onto any real property to enter and examine a Building, Premises, motor vehicle, vessel, or railway rolling stock where a Fire Alarm System, automatic fire sprinkler system or other fire or life safety system has activated and, if necessary, those adjoining or near, to investigate in a general way the cause, origin and circumstances of the activation of any Fire Alarm System, automatic fire sprinkler system or other fire or life safety system in the Regional District.
- (6) The senior ranking Officer or Member of the Fire Department present shall have control, direction and management of all Apparatus, equipment or Members assigned to an Incident and, where a Member is in charge, he or she shall continue to act until relieved by a senior Officer or the Municipal Fire Chief.
- (7) The Member in charge, while carrying out the duties described in this bylaw, is authorized to cause any Apparatus or equipment of the Fire Department to enter a Premises, motor vehicle, vessel or railway rolling stock, as he or she deems necessary.
- (8) The Member in charge, is empowered during the Incident to enter, pass through or over buildings or property adjacent to an Incident and to cause Members of the Fire Department and the Apparatus and equipment of the Fire Department to enter or pass through or over buildings or property, where he or she deems it necessary to gain access to the Incident or to protect any person or property.
- (9) The Member in charge of an Incident may request persons who are not Members to assist in whatever manner he considers necessary to deal with an Assistance Response, including

removing furniture, goods and merchandise from any building on fire or in danger thereof and in guarding and securing the same and in demolishing a building or structure at or near the fire or other Incident.

- (10) The Member in charge at an Assistance Response may at his or her discretion establish boundaries or limits around the Incident area and keep persons from entering the area within those established boundaries or limits.
- (11) The Member in charge at an Incident may request police to enforce restrictions on persons entering within the boundaries or limits established under Sections 7(10) of this bylaw.

PROHIBITED CONDUCT

- 8** (1) No person shall connect an auto-dialer to the Fire Department emergency telephone number.
- (2) No person shall impeded, obstruct or hinder a Member or other person assisting or acting under the direction of the Municipal Fire Chief, or the Member in charge in the execution of their duties at
 - (a) a fire protection or Assistance Response;
 - (b) a fire scene for investigation to determine origin and cause;
 - (c) a Building to determine the cause of activation of a Fire Alarm System, sprinkler system or other fire or life safety system; and
 - (d) a complaint of a fire hazard.
- (3) No person shall damage, destroy, obstruct, impede, or hinder Apparatus or Fire Department Equipment.
- (4) No person shall grow shrubs, hedges, plants, or trees to obstruct the visibility or use of a fire hydrant, standpipe or sprinkler connection.
- (5) No person shall place any object in such a manner that will obstruct the use of a fire hydrant, standpipe or sprinkler connection.
- (6) No person shall obstruct an exit of any Hotel or Public Building.
- (7) No person shall obstruct in any way the egress of Apparatus or other emergency vehicles from any fire station.
- (8) No person at an Incident shall drive a vehicle over any equipment without permission of the Municipal Fire Chief or the Member in charge.
- (9) No person shall falsely represent themselves as a Fire Department Member.
- (10) No person shall obstruct or otherwise interfere with access roads or streets or other approaches to any fire Incident, fire hydrant, cistern or body of water designated for fire fighting purposes.
- (11) No person shall knowingly make a false report of an emergency.

ADDRESSES

- 9** An Occupier must place an individual street address number on the front of every new or existing building in accordance with Regional District of Central Kootenay Civic Addressing Bylaw 2391, 2014 as amended from time to time.

FIRE DEPARTMENT ACCESS

- 10 (1) Occupiers must maintain and keep all street, yards, and private roadways provided for Fire Department access ready for use at all times.
- (2) Occupiers must maintain Fire Department access in compliance with applicable codes and standards, including Regional District bylaws.

FEES FOR SERVICE AND COST RECOVERIES

- 11 (1) The Municipal Fire Department may charge a Fee or recover Costs for its Services, including in relation to the use of Fire Department Equipment and Members, but excluding Fire Protection and Assistance Response unless specifically noted, to a person in the Fire Protection service area as prescribed in the Fees and Charges Bylaw, including, but not limited to each case in accordance with Schedule A.
- (2) The Municipal Fire Department may recover from the Owner of the property where an Incident has occurred, and/or from the person responsible for the Incident, the Costs incurred of any third-party assistance received in relation to responding to or mitigating such Incident. Where an Incident involves a spill or release of Hazardous Materials, the Fire Department may recover from the person responsible for such Hazardous Materials, the cost of the response plus the cost of repairing or replacing of Apparatus or other equipment of the Fire Department damaged or contaminated during the response.

PENALTY AND OFFENCE

- 12 (1) Any person who violates bylaw provisions may, on summary conviction, be liable to a minimum penalty of not less than one hundred dollars (\$2500.00) and no more than ten thousand dollars (\$10,000), plus the cost of prosecution, pursuant to the *Offence Act of British Columbia*.
- (2) Penalties will double upon the number of offences past the 1st offence.
- (3) The penalties imposed under this section are a supplement and not a substitute for any other remedy to an infraction of this bylaw.
- (4) Penalties are subject to the conditions of any applicable RDCK Municipal Ticketing Information Bylaw and RDCK Bylaw Enforcement Notice and Dispute Adjudication System Bylaw as amended or replaced from time to time.
- (5) Each day's continuance of an offence under this bylaw constitutes a new and distinct offence.

SEVERABILITY

- 13 (1) If any portion of this bylaw is for any reason found invalid by decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this bylaw.

EFFECTIVE DATE

- 14 (1) This Bylaw shall take effect upon adoption.

CITATION

15 (1) This Bylaw may be cited for all purposes as the “Regional District of Central Kootenay Creston Valley Fire Service Regulation Bylaw No. 2744, 2022”.

READ A FIRST TIME this 19th day of May, 2022.

READ A SECOND TIME this 19th day of May, 2022.

READ A THIRD TIME this 19th day of May, 2022.

ADOPTED this 19th day of May, 2022.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

SCHEDULE A – Fees For Services

In relation to the Fire Department's operations, activities and Services provided under or authorized by This Bylaw, the Municipality may charge Fees for the following:

- (a) providing Members and Apparatus as an onsite standby where Hazardous Materials have been released which create a life safety risk/hazard or fire/explosion risk at or near any Premises, public land or public roadways;
- (b) the contamination or damage that occurs to Fire Department Apparatus or equipment at an Incident as a result of the presence of a Hazardous Materials on the property or in a Building where the Incident occurred, or in relation to a response to an accident involving a motor vehicle, train or other means of public or private conveyance;
- (c) Fire Protection and Assistance Response required as a result of a violation of any bylaw of the Regional District or Provincial legislation or regulation;
- (d) Fire Protection and Assistance Response where the fire is willfully set and must be brought under control by the Fire Department;
- (e) Fire Protection and Assistance Response that arises as a result of or in connection with the commission of an indictable offence under the Criminal Code of Canada, that must be brought under control by the Fire Department;
- (f) responding to an Incident involving a Building or structure that is used for growing, processing or storage of plants or chemicals, Fees shall apply for the Services provided by the Fire Department, including for a Fire Protection and Assistance Response, fire watch, security and traffic control of or in the area of that Building, Premises, motor vehicle, vessel, or railway rolling stock, including attendance at Exposure Fire(s) that occur as a result of the said use, where:
 - a. the use being made of the Building, Premises, motor vehicle, vessel, or railway rolling stock is not permitted or approved under the authorized terms of Occupancy, or under any applicable bylaw of the Regional District; or
 - b. the use of the Premises and any modifications of the Premises made to facilitate that use do not comply with the requirements of the BC Building Code, the BC Fire Code, the Canadian Electrical Code, or any applicable bylaw of the Regional District;
- (g) a special event held, including but not limited to, parties, large concerts or other large gatherings of people, and Members are required to conduct inspections, provide standby time, use Fire Department Equipment, and other fire protection Services because of the special event, whether before, after or during the special event;
- (h) specialized equipment from another local government, senior level of government or other source is utilized, called out or requested by the Fire Department, and the Municipality is subsequently charged for the use of the specialized equipment;
- (i) traffic control, fire watch and security arising from an Assistance Response until such time the property is returned to the Owner or Occupier's control, including additional actual Costs for materials for providing the Service; and
- (j) fire prevention training or any training related to fire suppression, rescue, and hazardous material or other safety related topics, in addition to any associated actual Costs.



Board Report

Date of Report: June 2, 2022
Date & Type of Meeting: June 16, 2022 Regular Open Board Meeting
Author: Tom Dool, Research Analyst
Subject: Elector Assent Via Alternative Approval: Recreation Commission #10 Service Establishment
File: \3900\30\2022\REC 10
Electoral Area/Municipality: A defined portion of Electoral Area E

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to request the Board’s approval to proceed with seeking elector approval via the Alternative Approval Process (AAP) to determine if electors in a defined portion of Electoral Area E (Recreation Commission #10) wish the Board to proceed with the repeal and replacement of *Portion of Electoral Area E (Rec#10) Recreational Program Bylaw No. 787, 1990* with *Recreation Commission No. 10 - Portion of Electoral Area E Service Establishment Bylaw 2819, 2022*.

SECTION 2: BACKGROUND/ANALYSIS

At the March 17, 2022 Open Board Meeting the Board resolved (186/22):

That the Recreation Commission No. 10 – Portion of Electoral Area E Service Establishment Bylaw No. 2819, 2022 be read a FIRST, SECOND, and THIRD time by content to repeal and replace PORTION OF Electoral Area E (Rec #10) Recreational Program Bylaw No. 787, 1990.

Prior to final adoption of this bylaw, approval from the Inspector of Municipalities is required. As part of the AAP process, in accordance with Section 86 of the *Community Charter*, the Board is required to establish the deadline for receiving elector responses, establish an elector response form and make a fair determination of the total number of electors of the area (see Attachment B) to which the approval process applies.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Financial Plan Amendment:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov’t Approvals Required:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Cost associated with the AAP process will be charged to Recreation Commission No. 10 – Area E Service S279. The identified costs are associated with statutory requirements of the AAP and do not include the costs attributed to promoting the proposed changes to the bylaw or the service. While these costs should also be charged to the service they are external to the AAP and should be accounted for separately.

Figure 1. AAP Process Budget

Expense	Amount
Advertising	\$1600
Office Supplies	\$500
Total	\$2100

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

The AAP is prescribed under Section 86 of the *Community Charter*. As per the requirements of the legislation the Board may consider the following:

Extent of the AAP

Only those eligible electors within the area defined for the AAP are entitled to sign an elector response form during the AAP. In this regard the extent of the AAP is defined by the Recreation Commission No. 10 – Area E service area as described in Schedule A of *Recreation Commission No. 10 – Portion of Electoral Area E Service Establishment Bylaw No. 2819, 2022*, see Attachment A.

Elector Eligibility

When signing an elector response form during an AAP, a resident elector must:

- be 18 years of age or older;
- be a Canadian citizen;
- have lived in British Columbia for at least six months;
- have lived in the jurisdiction for at least 30 days;
- live in the area defined for the AAP; and
- not be disqualified under the *Local Government Act*, or any other enactment from voting in a local election, or be otherwise disqualified by law.

A non-resident property elector must:

- be at least 18 years of age;
- be a Canadian citizen;
- have lived in British Columbia for at least six months;
- have owned property in the jurisdiction for at least 30 days;
- own property in the area defined for the AAP; and
- not be disqualified under the *Local Government Act*, or any other enactment from voting in a local election, or be otherwise disqualified by law.

Only one owner can sign the elector response form when a property is owned by more than one registered owner. That owner must have the written consent of a majority of the other property owners to sign the response form. Where such property is owned in whole or in part by a corporation, no one is eligible to sign the elector response form.

The Number of Eligible Electors

The Regional District may draw upon a number of sources including local and provincial government data sets. Using the 2022 Revised Assessment Data set and the 2021 Federal Census the estimated number of eligible electors is 208. The 10% threshold for Alternative Approval Process success is estimated to be 208 submissions.

The process to establish the estimated threshold is described in Attachment B: Elector Threshold Calculations.

Elector Notification

Sections 86 and 94.1 of the *Community Charter* and Section 345 of the *Local Government Act* detail the requirements of providing public notice for an AAP. The Regional District is required to provide publish notice of an AAP once each week for two consecutive weeks in a local newspaper. The Regional District will also publish the required notifications on its corporate website and place print notices on community bulletin boards.

The Elector Notification is attached as Schedule C: Elector Notification.

Elector Response Period

Elector response forms must be submitted to the Regional District at least 30 days from the day on which the second notice was published. The proposed timeline for the AAP is as follows:

- June 23, 2022 – First Notification Publication
- June 30, 2022 – Second Notification Publication
- August 1, 2022 – Submission Deadline

Elector Response Forms

Elector Response form are included as Attachment D – Rec 10 AAP Elector Response Forms.

3.3 Environmental Considerations

None

3.4 Social Considerations:

None

3.5 Economic Considerations:

None

3.6 Communication Considerations:

The Regional District is required to place 2 notifications, at least a week apart, in the local media to inform residents of the affected area of the process. Because there is no weekly paper in circulation specifically for the Rec 10 service area ads will be posted in the Nelson Star Newspaper. In addition to the legislated requirements Regional District staff will provide notification on the Regional District website and bulletin boards within the affected area.

3.7 Staffing/Departmental Workplan Considerations:

Corporate Administration staff will be responsible for delivering a transparent and well documented AAP process. This includes communications regarding the process, counting the submissions, and the declaration of results.

Community Services staff will be responsible for inform the residents of the rational for the proposed measure and the impact of the measure within the service area. This would include any promotional material, open houses, or online meetings regarding the proposed bylaw.

3.8 Board Strategic Plan/Priorities Considerations:

Excellence in governance and services delivery starts with a robust public engagement process to ensure the public is supportive of the measures proposed by the Board.

SECTION 4: OPTIONS & PROS / CONS

Option 1. That the Board direct staff to proceed with the *Recreation Commission No. 10 – Portion of Electoral Area E Service Establishment Bylaw No. 2819, 2022* Alternative Approval Process.

Pros

- Staff are prepared to proceed with the process
- Completion of the AAP in August allows staff time and resources to focus on subsequent AAP's and the 2022 General Elections.

Cons

None

Option 2. That the Board direct staff to defer the *Recreation Commission No. 10 – Portion of Electoral Area E Service Establishment Bylaw No. 2819, 2022* Alternative Approval Process to [Date].

Pros

None

Cons

- Resources may not be available to proceed with the matter later in 2022
- If the matter is deferred beyond August 2022 the proposed changes to the service will not be completed in time for the 2023 budget process.

SECTION 5: RECOMMENDATIONS

That the Board direct staff to proceed with obtaining approval of the electors within the Recreation Commission No. 10 – Area E Service Area to proceed with the adoption of *Recreation Commission No. 10 - Portion of Electoral Area E Service Establishment Bylaw 2819, 2022* and that such approval be obtained by alternative approval process pursuant to Section 86 of the *Community Charter*, AND FURTHER, the Board hereby determines as follows:

1. That participating area approval for *Recreation Commission No. 10 - Portion of Electoral Area E Service Establishment Bylaw 2819, 2022* be obtained for the entire service area.
2. The deadline for receipt of elector responses is 4:30 p.m. on August 1, 2021.
3. The required Elector Response Form shall be as attached to this report.
4. A fair determination of the total number of electors within the area to which the alternative approval process applies is 2080.

Respectfully submitted,
Tom Dool, Chief Elections Officer

CONCURRENCE

Chief Administrative Officer – Stuart Horn **Approved**
Corporate Officer – Mike Morrison **Approved**

ATTACHMENTS:

Attachment A – Rec 10 Portion of Electoral Area E Service Establishment Bylaw 2819, 2022
Attachment B – Rec 10 AAP Elector Threshold Calculations.
Attachment C – Rec 10 AAP Elector Notification
Attachment D – Rec 10 AAP Elector Response Forms

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2819

A bylaw to repeal *Portion of Electoral Area E (Rec #10) Recreational Program Bylaw No. 787, 1990* and to establish a service to provide recreational programming to a portion of Electoral Area E (Recreation Commission No. 10).

WHEREAS March 24, 1990 the Board of the Regional District of Central Kootenay (RDCK) adopted *Portion of Electoral Area E (Rec #10) Recreational Program Bylaw No. 787, 1990* to convert the recreation program function to a local service in a portion of Electoral Area E (Recreation Commission No. 10);

AND WHEREAS the Board of the Regional District of Central Kootenay deems it expedient to repeal *Portion of Electoral Area E (Rec #10) Recreational Program Bylaw No. 787, 1990* and replace Bylaw No. 787 with Bylaw No. 2819, 2022 to reference the *Local Government Act*, update the standard cost recovery methods and increase the annual requisition limit for the service area;

AND WHEREAS in pursuant of the *Local Government Act* participating area approval has been obtained by alternative approval process;

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

- 1 The Regional District hereby establishes a service within a portion of Electoral Area E to be known as the "Recreation Commission No. 10 Service Area" for recreational programming within the service area.
- 2 The sole participant to the service established under Section 1 and the boundaries of the service are as per Schedule A of this bylaw.
- 3 Pursuant of the *Local Government Act*, the annual cost of providing the service shall be recovered by one or more of the following:
 - (a) property value taxes;
 - (b) fees and charges;
 - (c) revenues raised by other means; or
 - (d) revenues received by way of the agreement, enterprise, gift, grant or otherwise.
- 4 The maximum amount that may be requisitioned annually for this service shall not exceed the greater of \$62,264 or \$0.0757/\$1,000 net taxable value of land and improvements in the service area.

5 Portion of Electoral Area E (Rec #10) Recreational Program Bylaw No. 787, 1990, and amendments hereto, are hereby repealed.


6 This Bylaw may be cited as "Recreation Commission No. 10 – Portion of Electoral Area E Service Establishment Bylaw No. 2819, 2022."

READ A FIRST TIME this 17th day of March, 2022.

READ A SECOND TIME this 17th day of March, 2022.

READ A THIRD TIME this 17th day of March, 2022.

I hereby certify that this is a true and correct copy of the "Recreation Commission No. 10 – Portion of Electoral Area E Service Establishment Bylaw No. 2819, 2022" as read a third time by the Regional District of Central Kootenay Board on the _____ day of _____, 2022.



Mike Morrison, Corporate Officer

APPROVE by the Inspector of Municipalities on the _____ day of _____, 2022.

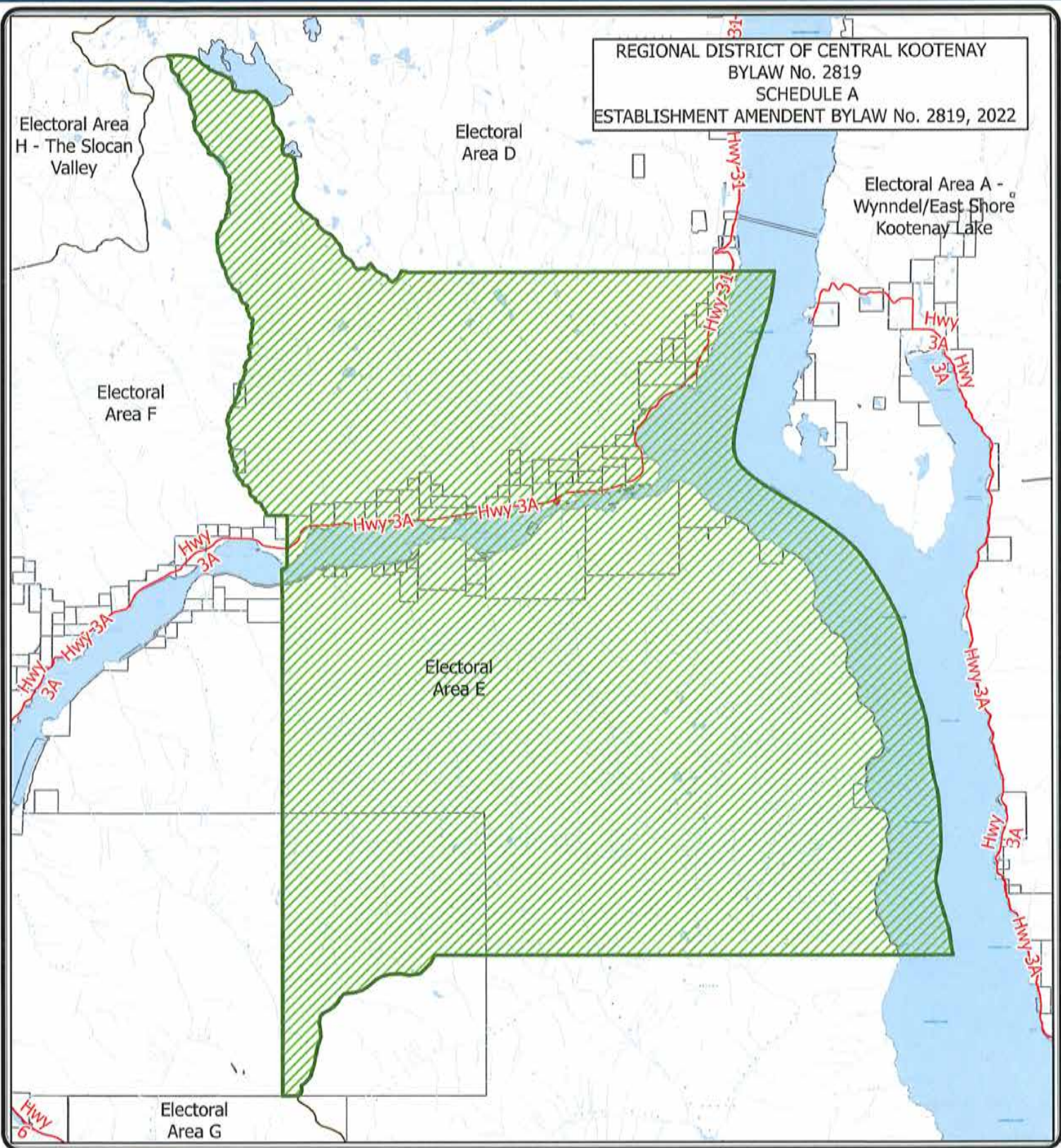
ELECTOR ASSENT obtained by alternative approval process in those areas participating in the service pursuant of the *Local Government Act*.

ADOPTED this _____ day of _____, 2022

Aimee Watson, Board Chair


Mike Morrison, Corporate Officer

REGIONAL DISTRICT OF CENTRAL KOOTENAY
 BYLAW No. 2819
 SCHEDULE A
 ESTABLISHMENT AMENDMENT BYLAW No. 2819, 2022



REGIONAL DISTRICT OF CENTRAL KOOTENAY
 Box 590, 202 Lakeside Drive,
 Nelson, BC V1L 5R4
 Phone: 1-800-268-7325 www.rdck.bc.ca
 maps@rdck.bc.ca

SCHEDULE A - 2819

 BYLAW 2819 SERVICE AREA

Map Scale:

1:20,445



Date: Monday, March 7, 2022

The mapping information shown are approximate representations and should only be used for reference purposes. The Regional District of Central Kootenay is not responsible for any errors or omissions on this map.



Attachment B: Elector Threshold Calculations

Recreation Commission No. 10 - Portion of Electoral Area E Service Establishment Bylaw 2819, 2022 Alternative Approval Process

The purpose of this report is to show the basis for determining the total number of electors in relation to the *Recreation Commission No. 10 - Portion of Electoral Area E Service Establishment Bylaw 2819, 2022 Alternative Approval Process (AAP)* that is the subject of an alternative approval process.

Section 86 (3)(c) of the *Community Charter* requires the Board to make a fair determination of the total number of electors of the area to which the approval process applies. In addition, the Board must make available to the public, on request, a report respecting the basis on which the determination was made.

The number of people eligible to be a resident elector or a non-resident property elector is determined based on those individuals who when signing an elector response form:

- are 18 years of age or older;
- are a Canadian citizen;
- have lived in British Columbia for at least six months;
- have lived or owned property in the jurisdiction (e.g. municipality or electoral area) for at least 30 days;
- live, or own property in the area defined for the AAP; and,
- are not disqualified under the Local Government Act, or any other enactment from voting in a local election, or be otherwise disqualified by law.

The estimated number of eligible electors within the area defined for the AAP is based on information from various sources as indicated below, is calculated as follows:

1. Estimated population	2353
2. Estimated number of people 18 years of age or older	1953
3. Minus the number of people estimated as not being Canadian Citizens	1881
4. Minus the number of people estimated to not be residents of BC for the past 6 months	1867
5. Minus the number of residents who are estimated to have moved out of the jurisdiction in the past 30 days	1865
6. Add the number of residents who are estimated to have moved into the jurisdiction in the past 30 days	1868
 Add estimated number of non-resident property electors	 2080
Estimated total number of eligible electors in the area define for the AAP	2080
10% of the total number of eligible electors is estimated to be:	208

For more information

info@rdck.bc.ca | 250.352.6665 | 1.800.268.7325 (BC) | or visit rdck.ca

1. The total estimated population of the jurisdiction was derived from information obtained from the 2021 Canadian Federal Census and Regional District of Central Kootenay Civic Address Data and calculated to be 2338. The rate of population growth for the jurisdiction is estimated to be 0.7% per year. Therefore the estimated population in 2022 calculated as 2353
2. The estimated number of people 18 years of age or older is 83% of the population based on information from the same source. Therefore, the population estimated to be older than 18 is calculated as 1953.
3. The number of people estimated as not being Canadian citizens is estimated to be 3.7% based on information received from the 2021 Canadian Federal Census. Therefore, this number (72) is being subtracted from the calculation in #2
4. The number of people who are estimated not to be residents of B.C. for the past 6 months due to immigration/movement records obtained from the 2021 Federal Census is estimated to be 12. Therefore, this number is being subtracted from the calculations in #3.
5. The number of residents who are estimated to have moved out of the jurisdiction in the past 30 days based on immigration/movement records obtained from the 2021 Federal Census is estimated to be 1. Therefore, this number is being subtracted from the calculations in #4.
6. The number of residents who are estimated to have moved into the jurisdiction in the past 30 days based on immigration/movement records obtained from the 2021 Federal Census is estimated to be 3. Therefore, this number is being added to the calculations in #5.
7. The number of non-resident property electors is estimated to be 211 based on information received from the 2021 Federal Census. Therefore, this number is being added to the calculation listed in #6.



Notice of Alternative Approval Process

Recreation Commission No. 10—Portion of Electoral Area E Service Establishment Bylaw No. 2819, 2022

PLEASE TAKE NOTICE that the Board of Directors (the Board) of the Regional District of Central Kootenay (RDCK) proposes to proceed with the repeal and replacement of *Portion of Electoral Area E (Rec#10) Recreational Program Bylaw No. 787, 1990* with *Recreation Commission No. 10—Portion of Electoral Area E Service Establishment Bylaw 2819, 2022* which increases the annual requisition limit to provide recreational programming to the Recreation Commission No. 10—Area E Service Area.

PURPOSE:

The Bylaw if adopted will increase the maximum annual allowable requisition for Recreation Commission No. 10—Area E Service \$279 from \$1000 per year to the greater of \$62,264 or \$0.0757/\$1,000 of the assessed value of land and improvements per year.

AREA:

The Bylaw No. 2819 will include the portion of Electoral Area E served by Recreation Commission No. 10 (Balfour, Harrop, and Proctor).

ALTERNATIVE APPROVAL PROCESS (AAP):

Under Section 86 of the *Community Charter*, approval of the electors within the service area is being obtained by means of AAP. Therefore, eligible electors within the service area **opposed** to the RDCK adopting Bylaw No. 2819 may petition against the adoption by signing an **Elector Response Form**.

At least 10% of electors must petition against the proposal prior to the deadline date, which is at least 30 days after the last publication of the Notice, in order to prevent the Board from proceeding with the Bylaw without the approval of the electors.

ELECTOR RESPONSE FORM:

The Elector Response Form must be in the form established by the Board and is available at the RDCK Nelson Office at 202 Lakeside Drive during regular office hours or from the RDCK's website.

RATE IMPLICATIONS:

The proposed increase to the maximum annual allowable requisition will allow the service to be funded in accordance with the Regional District 2022-26 Financial Plan.

Year	Requisition Amount	Residential Rate per \$1000	Taxation on a \$500,000 Residence
2023	\$37,289	\$0.044	\$22.11
2024	\$38,235	\$0.045	\$22.68
2025	\$39,190	\$0.046	\$23.24

WHO MAY SIGN THE ELECTOR RESPONSE FORM:

Electors, either resident or owning property, within the boundaries of the service area are the only persons entitled to sign the Elector Response Form. An elector is a person who meets the requirements and qualifications as described on the Elector Response Form. The Board has resolved that a fair estimate of the number of electors in the subject area is 1822. Accordingly, pursuant to Section 86 of the *Community Charter*, 182 or more electors must sign the Elector Response Form to prevent the Board from proceeding.

DEADLINE:

The Elector Response Form must be received by the undersigned before **4:30 p.m. on August 1, 2022**.

WHERE TO GET MORE INFORMATION:

Bylaw 2819 can be viewed on the RDCK website or at the RDCK Office at 202 Lakeside Dr, Nelson BC.

For further information regarding this proposal please contact Joe Chirico, General Manager of Community Services at 250.352.8158 or jchirico@rdck.bc.ca.

For further information regarding the Alternative Approval Process or to request an Elector Response Form, please contact Tom Dool, Chief Elections Officer at 250.352.8173 or tdool@rdck.bc.ca.



Recreation Commission No. 10 – Portion of Electoral Area E Service Establishment Bylaw 2819, 2022

Alternative Approval Process – Elector Response Form for Properties With Multiple Owners

I HEREBY DECLARE that on the date that I have signed this Elector Response Form, I am an Elector satisfying the requirements identified on page 2 of this form and residing in the area to which this Alternative Approval Process applies and hereby request the Board of Directors of the Regional District of Central Kootenay **NOT TO PROCEED** with the *Recreation Commission No. 10 – Portion of Electoral Area E Service Establishment Bylaw 2819, 2022*.

Submitting Resident or Non-Resident Electors

DATE	FULL NAME (PLEASE PRINT)	HOME ADDRESS	ADDRESS OR LEGAL OF PROPERTY (IF NON-RESIDENT)	SIGNATURE

On Behalf of (written consent – see Non- Resident Elector)

DATE	FULL NAME (PLEASE PRINT)	HOME ADDRESS	ADDRESS OR LEGAL OF PROPERTY (IF NON-RESIDENT)	SIGNATURE

REQUIREMENTS DEFINED IN THE *LOCAL GOVERNMENT ACT*:

RESIDENT ELECTOR (Section 65)

- A person who is age 18 or older
- A Canadian Citizen
- A resident of British Columbia for at least 6 months
- A resident of the area to which this Alternative Approval Process applies for at least 30 days
- Not disqualified by the *Local Government Act* or any other enactment from voting.

NON-RESIDENT ELECTOR (Section 66)

- A person who is age 18 or older
- A Canadian Citizen
- A resident of British Columbia for at least 6 months
- Not a resident elector
- A person who is the registered owner of real property in the area to which this Alternative Approval Process applies for at least 30 days
- Not disqualified by the *Local Government Act* or any other enactment from voting
- A person not holding the property in trust for a corporation or another trust
- A person may only sign as a non-resident elector for one parcel within the area to which this Alternative Approval Process applies regardless of the number of parcels they have interest in.
- Where there is more than one person registered as the owner of real property, either as joint tenants in common, only one of those persons may sign this Elector Response Form with the written consent of the majority of the other owners.



Recreation Commission No. 10 – Portion of Electoral Area E Service Establishment Bylaw 2819, 2022

Alternative Approval Process – Elector Response Form for Properties With A Single Owner

I HEREBY DECLARE that on the date that I have signed this Elector Response Form, I am an Elector satisfying the requirements identified on page 2 of this form and residing in the area to which this Alternative Approval Process applies and hereby request the Board of Directors of the Regional District of Central Kootenay **NOT TO PROCEED** with the *Recreation Commission 10 Service Establishment Bylaw 2819, 2022*.

DATE	FULL NAME (PLEASE PRINT)	HOME ADDRESS	ADDRESS OR LEGAL OF PROPERTY (IF NON-RESIDENT)	SIGNATURE

REQUIREMENTS DEFINED IN THE *LOCAL GOVERNMENT ACT*:

RESIDENT ELECTOR (Section 65)

- A person who is age 18 or older
- A Canadian Citizen
- A resident of British Columbia for at least 6 months
- A resident of the area to which this Alternative Approval Process applies for at least 30 days
- Not disqualified by the *Local Government Act* or any other enactment from voting.

NON-RESIDENT ELECTOR (Section 66)

- A person who is age 18 or older
- A Canadian Citizen
- A resident of British Columbia for at least 6 months
- Not a resident elector
- A person who is the registered owner of real property in the area to which this Alternative Approval Process applies for at least 30 days
- Not disqualified by the *Local Government Act* or any other enactment from voting
- A person not holding the property in trust for a corporation or another trust
- A person may only sign as a non-resident elector for one parcel within the area to which this Alternative Approval Process applies regardless of the number of parcels they have interest in.
- Where there is more than one person registered as the owner of real property, either as joint tenants in common, only one of those persons may sign this Elector Response Form with the written consent of the majority of the other owners.

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2822

A bylaw to amend Slocan Valley Fire Protection Local Service Area Establishment Bylaw No. 892, 1991 for the purpose of expanding the service area.

WHEREAS a regional district may, by bylaw, establish and operate a service under the provisions of the Local Government Act;

AND WHEREAS the Board of the Regional District of Central Kootenay established a service for the purpose of fire protection for a portion of Electoral Areas F, H, I and Village of Slocan by adopting Slocan Valley Fire Protection Local Service Area Establishment Bylaw No. 892, 1991;

AND WHEREAS pursuant to the Regional District Establishing Bylaw Approval Exemption Regulation, a regional district may amend the service area boundary if the parcel owner submits a petition to the regional district in accordance with requirements;


AND WHEREAS pursuant to the Local Government Act and the Regional District Establishing Bylaw Approval Exemption Regulation, participating area approval has been given by Electoral Areas F, H, I and the Village of Slocan;

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

- 1 The Slocan Valley Fire Protection Local Service Area Establishment Bylaw No. 892, 1991 as amended, is hereby further amended as follows:
(2) By deleting the Schedule 'A' attached to Bylaw No. 892, 1991 and replacing it with the attached Schedule 'A'.
2 This Bylaw may be cited as "Slocan Valley Fire Protection Service Establishment Amendment Bylaw No. 2822, 2022".

READ A FIRST TIME this 21st day of April, 2022.
READ A SECOND TIME this 21st day of April, 2022.
READ A THIRD TIME this 21st day of April, 2022.

I hereby certify that this is a true and correct copy of the Slocan Valley Fire Protection Service Establishment Amendment Bylaw No. 2822, 2022 as read a third time by the Regional District of Central Kootenay Board on the 21st day of April, 2022.



Mike Morrison, Corporate Officer

ASSENT RECEIVED as per the *Local Government Act – Consent on behalf of participating area.*

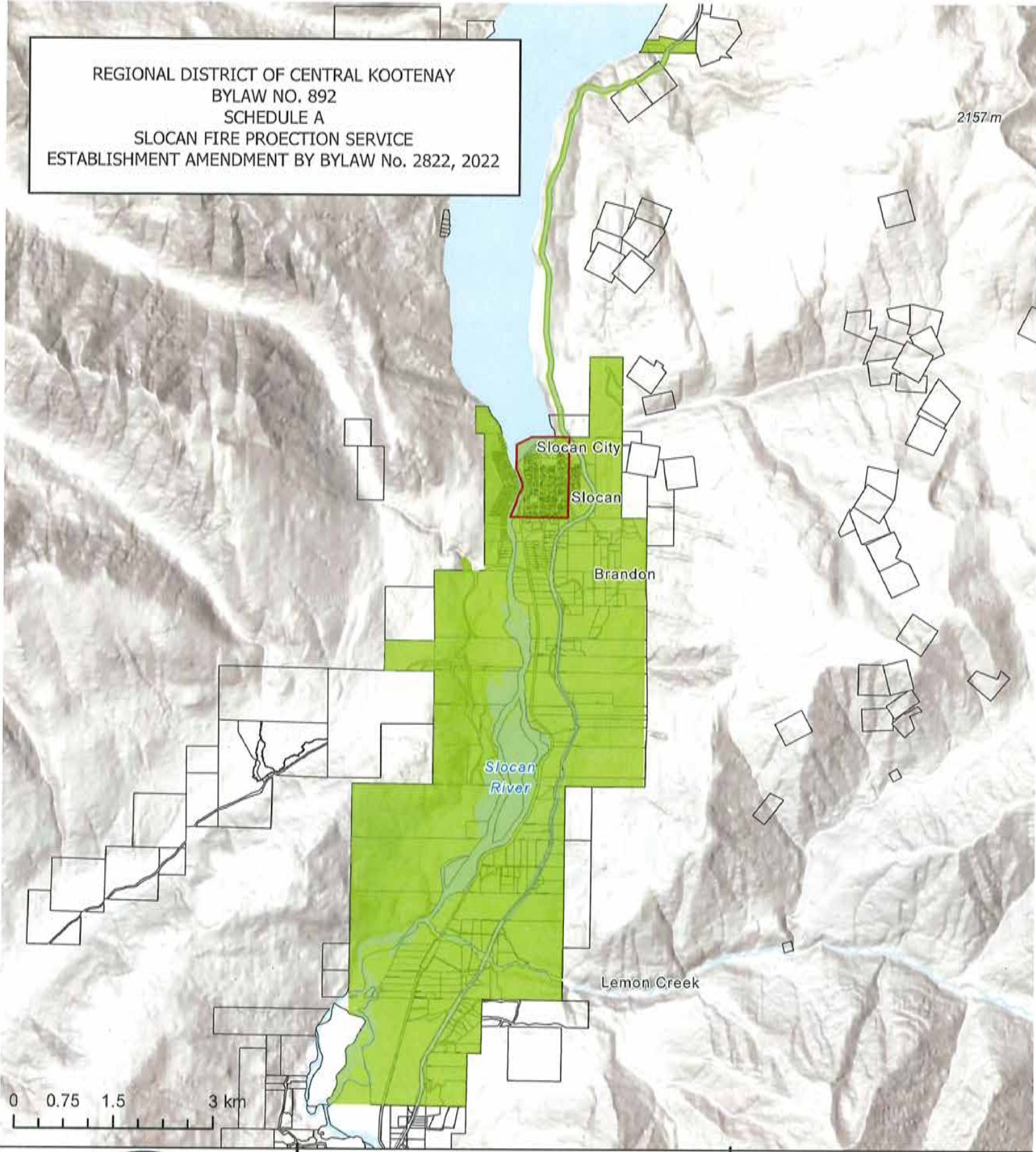
ADOPTED this 16th day of June, 2022.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

REGIONAL DISTRICT OF CENTRAL KOOTENAY
 BYLAW NO. 892
 SCHEDULE A
 SLOCAN FIRE PROTECTION SERVICE
 ESTABLISHMENT AMENDMENT BY BYLAW No. 2822, 2022

2157.m



REGIONAL DISTRICT OF CENTRAL KOOTENAY
 Box 590, 202 Lakeside Drive,
 Nelson, BC V1L 5R4
 Phone: 1-800-268-7325 www.rdck.bc.ca
 maps@rdck.bc.ca

- Slocan Fire Service Area
- Electoral Boundaries
- Legal Parcels

Scale:
 1:75,000

Date: Thursday, April 7, 2022



The mapping information shown are approximate representations and should only be used for reference purposes. The Regional District of Central Kootenay is not responsible for any errors or omissions on this map.

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2830

A Bylaw to repeal the Erickson Water Distribution Service Commission
Bylaw No. 2542, 2016.

WHEREAS the Board of Directors of the Regional District of Central Kootenay (RDCK) adopted the Erickson Water Distribution Service Commission Bylaw No. 2542, 2016 to establish a commission to provide constructive and objective input regarding the Erickson Water Distribution Service and to help facilitate effective communication with the community;

AND WHEREAS the Board has adopted a Water Services Committee bylaw as the forum for the consideration of water system issues within the RDCK and has deemed it advisable to dissolve the Erickson Water Distribution Service Commission;

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

REPEAL

- 1 **“Erickson Water Distribution Service Commission Bylaw No. 2542, 2016”**, and amendments hereto, are hereby repealed.

CITATION

- 2 This Bylaw may be cited as **Erickson Water Distribution Service Commission Repeal Bylaw No. 2830, 2022.**

READ A FIRST TIME this 16th day of June, 2022.

READ A SECOND TIME this 16th day of June, 2022.

READ A THIRD TIME this 16th day of June, 2022.

ADOPTED this 16th day of June, 2022.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2831

A Bylaw to repeal the Lister Water Distribution Service Commission Bylaw No. 2544, 2017.

WHEREAS the Board of Directors of the Regional District of Central Kootenay (RDCK) adopted the Lister Water Distribution Service Commission Bylaw No. 2544, 2017 to establish a commission to provide constructive and objective input regarding the Lister Water Distribution Service and to help facilitate effective communication with the community;

AND WHEREAS the Board has adopted a Water Services Committee bylaw as the forum for the consideration of water system issues within the RDCK and has deemed it advisable to dissolve the Lister Water Distribution Service Commission;

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

REPEAL

- 1 "Lister Water Distribution Service Commission Bylaw No. 2544, 2017", and amendments hereto, are hereby repealed.

CITATION

- 2 This Bylaw may be cited as Lister Water Distribution Service Commission Repeal Bylaw No. 2831, 2022.

READ A FIRST TIME this 16th day of June, 2022.

READ A SECOND TIME this 16th day of June, 2022.

READ A THIRD TIME this 16th day of June, 2022.

ADOPTED this 16th day of June, 2022.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2833

A Bylaw to amend South Slokan Commission of Management Bylaw No. 358, 1981.

WHEREAS the Board of the Regional District of Central Kootenay has enacted South Slokan Commission of Management Bylaw No. 358, 1981 for the purpose of providing direction with respect to the delegation of certain administrative duties and authorities to a commission;

AND WHEREAS the Board has adopted a Water Services Committee bylaw as the forum for the consideration of water system issues within the RDCK and has deemed it appropriate to amend Bylaw No. 358 to remove the local water service from the Commission's oversight;

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

MEMBERSHIP – APPOINTMENT, QUALIFICATIONS & TERM

1 Section 1(A) (4) is hereby deleted in its entirety and replaced with the following:

No member of the Commission shall receive remuneration for his or her services in administrative or executive capacities or for attending meetings or seminars while representing the Commission of Management. Travel expenses may be considered if approved by the Commission.

Where work is performed and wages and expenses are requisitioned by the commission Chairman, the payment shall be authorized by a Motion of the Commission of Management.

If a situation occurs where a decision by the Commission of Management has to be made regarding property specifically owned or controlled by a Commissioner, the member in question shall remove himself from the meeting before the vote to ensure there is no real or perceived conflict of interest.

AUTHORITIES, RESPONSIBILITIES AND DUTIES

2 Section 1(C) (2) is hereby deleted in its entirety and replaced with the following:

(C) (2) The bookkeeper shall keep a legibly recorded account detailing the particulars of receipts and expenditures of monies by the Commission in the execution of its various functions concerning the operation of the Old School House (Hall), and Street Lighting. The bookkeeper shall present 'Statements to Date' at each meeting of the Commission for each of the various services on or before October 31st of each and every year, the Commission shall prepare an Annual Budget which indicates clearly the source of revenue and the application of expenditures and shall submit such

budget for the approval of the Regional District of Central Kootenay Board for inclusion in the provisional and annual budgets.

AUTHORITIES, RESPONSIBILITIES AND DUTIES

3 Section 1(D) (1) (a) is hereby deleted in its entirety and replaced with the following:

(D) (1) (a) All of the administrative powers with respect to operation of the South Slocan Old School House (Hall), and Street Lighting provided however, that the costs incurred are within the annual budget as approved by the Regional District of Central Kootenay.

CITATION

4 This Bylaw may be cited as “**South Slocan Commission of Management Amendment Bylaw No. 2833, 2022.**”

READ A FIRST TIME this 16th day of June, 2022.

READ A SECOND TIME this 16th day of June, 2022.

READ A THIRD TIME this 16th day of June, 2022.

ADOPTED this 16th day of June, 2022.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2833

A Bylaw to amend South Slocan Commission of Management Bylaw No. 358, 1981.

WHEREAS the Board of the Regional District of Central Kootenay has enacted South Slocan Commission of Management Bylaw No. 358, 1981 for the purpose of providing direction with respect to the delegation of certain administrative duties and authorities to a commission;

AND WHEREAS the Board has adopted a Water Services Committee bylaw as the forum for the consideration of water system issues within the RDCK and has deemed it appropriate to amend Bylaw No. 358 to remove the local water service from the Commission's oversight;

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

MEMBERSHIP – APPOINTMENT, QUALIFICATIONS & TERM

1 Section 1(A) (4) is hereby deleted in its entirety and replaced with the following:

No member of the Commission shall receive remuneration for his or her services in administrative or executive capacities or for attending meetings or seminars while representing the Commission of Management. Travel expenses may be considered if approved by the Commission.

~~Notwithstanding, if a situation arises where work on the water system is required that can best be performed by a Commission member, the said member or members may apply to the Commission for wages for time on the job at established rates plus other expenses incurred, with the Commission Chairman given authority to approve payment.~~

Where work is performed and wages and expenses are requisitioned by the commission Chairman, the payment shall be authorized by a Motion of the Commission of Management.

If a situation occurs where a decision by the Commission of Management has to be made regarding property specifically owned or controlled by a Commissioner, the member in question shall remove himself from the meeting before the vote to ensure there is no real or perceived conflict of interest.

AUTHORITIES, RESPONSIBILITIES AND DUTIES

2 Section 1(C) (2) is hereby deleted in its entirety and replaced with the following:

(C) (2) The bookkeeper shall keep a legibly recorded account detailing the particulars of receipts and expenditures of monies by the Commission in the execution of its various functions concerning the operation of the Old School House (Hall), and Street

Lighting ~~and Water Supply and Distribution Services~~. The bookkeeper shall present 'Statements to Date' at each meeting of the Commission for each of the various services on or before October 31st of each and every year, the Commission shall prepare an Annual Budget which indicates clearly the source of revenue and the applica-tion of expenditures and shall submit such budget for the approval of the Regional District of Central Kootenay Board for inclusion in the provisional and annual budgets.

AUTHORITIES, RESPONSIBILITIES AND DUTIES

3 Section 1(D) (1) (a) is hereby deleted in its entirety and replaced with the following:

(D) (1) (a) All of the administrative powers with respect to operation of the South Slokan Old School House (Hall), ~~and Street Lighting and Water supply and Distribution Services~~ provided however, that the costs incurred are within the annual budget as approved by the Regional District of Central Kootenay.

CITATION

4 This Bylaw may be cited as **“South Slokan Commission of Management Amendment Bylaw No. 2833, 2022.”**

READ A FIRST TIME this 21st day of April, 2022.

READ A SECOND TIME this 21st day of April, 2022.

READ A THIRD TIME this 21st day of April, 2022.

ADOPTED by an affirmative vote of at least 2/3 of the votes cast this 21st day of April, 2022.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2839

A Bylaw to amend the Regional District of Central Kootenay Planning Procedures and Fees
Bylaw No. 2457, 2015

WHEREAS the Board of the Regional District of Central Kootenay adopted Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015 to establish planning procedures and fees within the regional district;

AND WHEREAS the Board deems it expedient to amend Bylaw No. 2457 in order to better align the Bylaw with legislation, improve notification and consultation processes, and reflect the actual costs associated with planning procedures;

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

- 1 That the Cover Bylaw of the Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015 be amended by REMOVING the following text in full:

AND WHEREAS the Board may, under Section 393 of the Community Charter and Section 462 of the Local Government Act, by Bylaw establish fees for applications and charges related to the provision of services;

And REPLACING as follows:

AND WHEREAS the Board may, under Section 462 of the *Local Government Act*, by Bylaw establish fees for applications and charges related to the provision of services;

DELEGATION OF DEVELOPMENT PERMIT APPLICATION

- 2 Section 11 is deleted in its entirety and replaced with the following:

The RDCK Board of Directors delegates the authority for the issuance of Development Permits to the General Manager of Development and Community Sustainability Services.

NOTICE OF PROPOSAL SIGN

- 3 Section 16 is deleted in its entirety and replaced with the following:

In the case of applications for Land Use Amendments, Development Permits, Development Variance Permits, Temporary Use Permits, Soil Removal and Deposit Permits, and Liquor and Cannabis Retail Licensing, the applicant shall be responsible for erecting a notice of proposal sign to the specifications outlined in Schedule 'B'.

SCHEDULE A

- 4 That Schedule ‘A’: Fee Schedule clause ‘1’ Land Development Application Fees be deleted in its entirety and replaced with the following:

DEVELOPMENT APPLICATION	FEE SCHEDULE
Amendment Application (Community Plan, Zoning, or CLUB)	\$1600.00 plus advertising costs
Amendment Application (Joint OCP/Zoning)	\$1800.00 plus advertising costs
Development Permit/Amendment to Development Permit	\$500.00
Development Permit with Variance	\$600.00
Development Variance Permit	\$500.00
Board of Variance Permit	\$500.00
Temporary Use Permit	\$1000.00
Site Specific Floodplain Exemption	\$500.00
Soil Removal and Deposit Permit	\$300.00
Manufactured Home Park Permit	\$600.00 for application \$100.00 per unit
Strata Title Conversion	\$600.00 for application \$100 per unit
Subdivision review including final document subdivision applications	\$550.00 for review \$90.00 per additional lot over 5 lots
Liquor and Cannabis Retail Licensing	\$500 for review and notification
Surcharge for Development Application Arising from Bylaw Enforcement Action	\$2,000.00

- 5 That Schedule ‘A’: Fee Schedule clause ‘2’ be deleted in its entirety.

- 6 That Schedule ‘A’: Fee Schedule clause ‘3’ be deleted in its entirety and replaced with the following:

In the case of applications to amend a Comprehensive Land Use Bylaw (CLUB), Official Community Plan (OCP), and/or Zoning Bylaw, applications for Temporary Use Permits or Soil Removal and Deposit Permits, or where applications are required to go before additional public hearings or public meetings, the applicant shall pay for the advertising costs plus an additional \$300.00 to cover venue rental and staffing costs.

- 7 That Schedule ‘A’: Fee Schedule clause ‘3’ be deleted in its entirety and replaced with the following:

In the case of all other development applications, 50% of the application fee listed in Section 1 shall be refunded if the application is withdrawn prior to staff preparing their report for the decision making authority as indicated: Board of Variance, to the Board, or to the General Manager of Development and Community Sustainability Services for consideration.

- 8 That Schedule ‘A’: Fee Schedule clause ‘5’ be deleted in its entirety and replaced with the following:

Administrative Fees (where LTSA means Land Title and Survey Authority) with the following:

SERVICE AND MAPPING FEES	FEE SCHEDULE
Title Search	\$17.00 per title
Registration, Amendment or Removal of Charges on Title	Current LTSA Fee
Administrative Fee to Prepare and Register Restrictive Covenant on Title	\$200.00
Assignment and Change of Address	\$75.00 per address
Maps	\$25.00
Photocopy Charges	
Individual Documents	\$0.25 per page (not to exceed \$10.00)
Bylaw (less than 100 pages)	\$10.00 per copy
Bylaw (over 100 pages)	\$15.00 per copy
Building Drawings – Full Size	\$5.00 per page
NSF Cheques	\$50.00
Archived Document Retrieval	\$50.00 for initial review (one hour) \$15.00 per additional half hour increment
Property Letter	\$50.00 for initial review (one hour) \$15.00 per additional half hour increment \$15.00 annual renewal fee

SCHEDULE C

- 9** That Schedule 'C': Land Use Amendment Procedure clause '3' be deleted in its entirety and replaced with the following:

Within ten (10) days of receiving confirmation from staff that the application is complete, the applicant is required to erect a Notice of Development Sign in accordance with the requirements outlined in Schedule 'B' of this Bylaw.

- 10** That Schedule 'C': Land Use Amendment Procedure be amended by renumbering clause 4 to 4 a), and adding clause 4 b) as follows:

RDCK planning staff will conduct consultation for minor Official Community Plan (OCP) amendments in accordance with Policy 400-02-19. All other OCP amendment applications will require Board direction for the desired consultation for that application.

SCHEDULES C, E, F, G, H, I, J, K

- 11** That Tables 'C-1', 'E-1', 'F-1', 'G-1', 'H-1', 'I-1', 'J-1', and 'K-1' in Schedules 'C', 'E', 'F', 'G', 'H', 'I', 'J', and 'K' clause '3' be deleted in its entirety and replaced with the following:

Provincial Site Disclosure Statement

SCHEDULE D

- 12** That Schedule 'D': Development Permit Procedure be amended by ADDING the following clauses:

2. Within ten (10) days of receiving confirmation from staff that the application is complete, the applicant is required to erect a Notice of Development Sign in accordance with the requirements outlined in Schedule 'B' of this Bylaw.

4. For development permit applications designated under LGA S.488(1)(a), staff will recommend the applicant contact the Ktunaxa Nation where the proposed development is along a segment identified for "enhanced engagement" within the Kootenay Lake Shoreline Guidance Document. Staff will also notify the Ktunaxa Nation of receipt of such applications.

- 13** That Schedule 'D': Development Permit Procedure clauses '3' and '6' be deleted in their entirety and replaced with the following

Following the referral period, staff evaluation and referral agency comments will be incorporated into a technical report to the General Manager of Development and Community Sustainability Services.

If the applicant is dissatisfied with the decision of the General Manager of Development and Community Sustainability Services, the applicant can provide a signed 'Notice of Appeal' Declaration Form within 14 days to the General Manager of Development and Community Sustainability Services for subsequent consideration of the Rural Affairs Committee (RAC). The Permit is suspended until the Board renders a final decision.

- 14** That Schedule 'D': Development Permit Procedure 'Table D-1 – Required Documents' be deleted in its entirety and replaced with the following:

Documents	Notes
1. Certificate of Title	
2. Agent Authorization	
3. Provincial Site Disclosure Statement	
4. Site Plan	
5. Proposal Summary	Written explanation of project conformity to relevant guidelines.
6. Qualified Environmental Professional's Report	Development Permits for the protection of the natural environment, its ecosystems and biological diversity. As per RDCK's prescribed terms of reference
7. Design Plans	Development Permits for the form and character of development. Must include elevation drawings, building section, floor plans, and coloured rendering of the building elevation facing all public roads abutting the site noting all exterior elements (e.g. cladding, roofing, trim, etc.)
8. Landscape Plan	
9. Landscape/restoration plan cost estimate	In accordance with Schedule Q

SCHEDULE E

- 15** That Schedule 'E': Development Variance Permit Procedure clause '3' be deleted in its entirety and replaced with the following:

Within ten (10) days of receiving confirmation from staff that the application is complete, the applicant is required to erect a Notice of Development Sign in accordance with the requirements outlined in Schedule 'B' of this Bylaw.

SCHEDULE G

- 16** That Schedule 'G': Temporary Use Permit Procedure clause '2' be deleted in its entirety and replaced with the following:

Within ten (10) days of receiving confirmation from staff that the application is complete, the applicant is required to erect a Notice of Development Sign in accordance with the requirements outlined in Schedule 'B' of this Bylaw.

- 17** That Schedule 'G': Temporary Use Permit Procedure clauses '5' and '9' be deleted in their entirety.

- 18** That Schedule 'G': Temporary Use Permit Procedure clause '8' be deleted in its entirety and replaced with the following:

7. The Board may require that a public hearing be held. The applicant will be required to pay the cost of any associated public hearing as outlined in Schedule 'A' of this Bylaw.

- 19** That Schedule 'G': Temporary Use Permit Procedure be amended by INCLUDING the following:

Should the Board wish to give consideration to granting the permit, they will direct Staff to provide notice of that future meeting in accordance with the requirements of the *Local Government Act*.

SCHEDULE L

- 20** That Schedule 'L': Subdivision Referral Procedure be amended by INCLUDING the following:

8. Subdivisions approved by the Ministry of Transportation and Infrastructure that result in a Notice on Title registered under Section 56 of the Community Charter being extinguished from the title to the land require the Notice to be re-registered to the newly created title(s). In these circumstances, the applicant for subdivision is required to pay the administrative fee to remove a "Notice on Title" pursuant to the Building Bylaw.

SCHEDULE N

- 21** That the heading for Schedule 'N' be deleted in its entirety and replaced with the following:

Local Government, Provincial Forest, Notice of Works Referral Procedure

SCHEDULE P

- 22** That Schedule 'P': Agricultural Land Reserve (ALR) Application Procedure clause '4' be deleted in its entirety and replaced with the following:

RDCK planning staff will refer the application for information and comment to applicable RDCK departments, Local Area Director(s), Ministry of Agriculture staff, agricultural advisory commission(s), and First Nations for a period of thirty (30) days.

SCHEDULE Q

23 That Schedule 'Q': Security Deposit Calculation be deleted in its entirety and replaced with the following:

1. Under the Local Government Act (S.502), the RDCK Board or delegate may require security as condition for the issuance of Development Permits, Development Variance Permits and Temporary Use Permits. A local government may require that the applicant provide security for the following purposes:

- a. a condition in a permit respecting landscaping has not been satisfied;
- b. an unsafe condition has resulted as a consequence of a contravention of a condition in a permit; or
- c. damage to the natural environment has resulted as a consequence of a contravention of a condition in a permit (e.g., watercourse setback protection fencing, channel reconstruction, riparian replanting).

2. Form of security: Security will be provided in a form chosen by the applicant as either an automatically renewing irrevocable letter of credit or security deposit satisfactory to the General Manager of Development and Community Sustainability Services. Interest earned on the security accrues to the holder of the permit and must be paid to the holder immediately on return of the security or, on default, becomes part of the amount of the security.

3. Amount: The amount of security must be specified in the permit and will be calculated according to the following: (all estimates or quotes will be provided by the applicant at the applicant's expense) Landscaping security. The amount of security will be 125% of an itemized estimate or quote of the cost of works submitted by a Landscape Architect, Qualified Environmental Professional, landscaping company or other professional approved by the General Manager of Development and Community Sustainability Services.

- a. The itemized estimate or quote must reflect the costs that would be required for a third party contractor to complete the works and must be inclusive of all costs associated with: planting and soil amendment materials, labour, equipment mobilization costs, plant delivery, limits of disturbance (such as, but not limited to, snow or silt fencing), irrigation, and monitoring (where required).
- b. Landscaping security may be partially returned when works are partially completed or when monitoring for multiple growing seasons is recommended for the purposes of survival.
- c. Remediation security may be required to rectify an unsafe condition or damage to the natural environment that may result as a consequence or a contravention of a condition in a permit. The amount of security will be 125% of an itemized estimate or quote of the cost of works reflecting the nature of the permit conditions. The estimate must be submitted by a Professional approved by the General Manager of Development and Community Sustainability Services.

- d. In extraordinary circumstances, alternate methodologies to calculate the amount of security may be approved by the General Manager of Development and Community Sustainability Services.

4. Return of Security: If a permit is cancelled by the applicant and no work has occurred related to the security deposit, the security deposit will be returned to the applicant at the approval of the General Manager of Development and Community Sustainability Services. When required works are completed, the applicant may contact planning staff to request an inspection prior to obtaining a refund of the security.

CITATION

24 This Bylaw may be cited as “**Regional District of Central Kootenay Planning Procedures and Fees Amendment Bylaw No. 2839, 2022.**”

READ A FIRST TIME this 19th day of May, 2022.

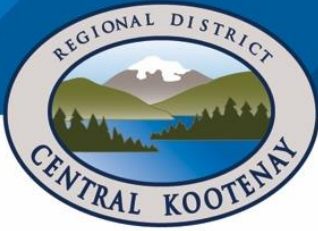
READ A SECOND TIME this 19th day of May, 2022.

READ A THIRD TIME this 19th day of May, 2022.

ADOPTED this 16th day of June, 2022.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer



Board Report

Date of Report: June 7, 2022
Date & Type of Meeting: June 16, 2022 Regular Board Meeting
Author: Craig Stanley, Regional Manager- Operations and Asset Management
Subject: CDCC Boiler Replacement Contract Awards
File: [File no.]
Electoral Area/Municipality: Town of Creston, Areas A, B, C

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is request that the Board award the contract for the replacement of boilers at the Creston and District Community Complex (CDCC).

SECTION 2: BACKGROUND/ANALYSIS

The water heating boilers at the CDCC are in need of replacement. The boilers provide water heating capacity for hygiene (showers), sanitation, the pool water, and for some environments within the facility. Two of the four boilers have failed prematurely and are in urgent need of replacement.

At the Creston Valley Services Committee meeting on May 5, 2022, staff reported on the situation and requested that the Committee support a Board resolution to amend the S224 2022 financial plan.

At the May 19, 2022 regular meeting, the RDCK Board passed the following resolution:

310/22 - That the Board direct staff to amend the 2022 financial plan for Recreation Facility - Creston and Areas B, C and Area A Service 224 as follows:

- Deferral of the DDC Renewal and the Retro-commissioning projects totaling \$240,000;
- Addition of the Boiler Replacement project totaling \$85,000;
- Additional funding of \$50,000 for the East Stairwell Cover project; and
- Increase contributions to reserves of up to \$123,000.

Due to the urgent nature of this project, staff did not issue a tender which would have taken more time to design, post, and award. Staff solicited fixed pricing through a competitive request for quotes (RFQ) process, from four local and regional contractors. Tratech Mechanical from Creston submitted the only quote in the amount of of \$81, 338, not including GST. The total includes some optional work that may or may not be required and also considers facilitating the work via weekend and statutory holiday scheduling. Staff will negotiate the final contract price to ensure best value for the project. Other contractors were not available due to other commitments or were unable to source the equipment as specified.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan: Yes No Financial Plan Amendment: Yes No
Debt Bylaw Required: Yes No Public/Gov't Approvals Required: Yes No

As per Resolution 310/22, the S224 2022 budget has been amended to allow for the replacement of the boilers.

The contract for the boiler replacement could be less than the quoted amount if aspects of the scope of work, including working on a statutory holiday and some materials for installation, are not required.

Staff will apply for rebates through a Fortis BC program for up to \$9,000 per boiler unit to offset the costs of the installation.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

N/A

3.3 Environmental Considerations

The boilers will be 97% efficient and reduce emissions of greenhouse gasses.

3.4 Social Considerations:

Hot water is a necessary service at recreation services. Without hygiene and sanitation capabilities, the recreation centre would not function safely.

Pool water is heated by the boilers, maintaining heating capacity means that the pools will operate at comfortable temperatures for the patrons at the CDCC.

3.5 Economic Considerations:

n/a

3.6 Communication Considerations:

If there is any disruption in service due to the installation of the boilers, staff will notify the public through social media and website and on-site signage.

3.7 Staffing/Departmental Workplan Considerations:

Facilities staff will be involved with supporting the contractor, providing access to the worksite and facilitating contractor operations.

Staff will apply for rebates to offset the costs of the boilers through a Fortis rebate program.

3.8 Board Strategic Plan/Priorities Considerations:

Managing our Assets in a sustainable manner.

SECTION 4: OPTIONS & PROS / CONS

N/A

SECTION 5: RECOMMENDATIONS

That the Board award the contract for the Creston and District Community Complex boiler replacement project to Tratech Mechanical, from Creston, BC, and that staff be authorized to negotiate the final price to a maximum of \$81, 338 excluding GST; AND FURTHER, that the Chair and the Corporate Officer be authorized to sign the necessary documents.

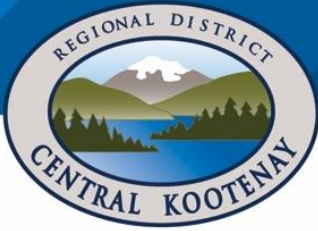
Respectfully submitted,
Craig Stanley – Regional Manager – Operations and Asset Management

CONCURRENCE

General Manager of Community Services – Joe Chirico
Chief Administrative Officer – Stuart Horn

Approved

Approved



Board Report

Date of Report: June 2, 2022
Date & Type of Meeting: June 16, 2022, Open Regular Board Meeting
Author: Corey Scott, Planner
Subject: WILDFIRE DEVELOPMENT PERMIT AREA PROJECT
File: 5110-20-DPA REVIEW-WILDFIRE DPA
Electoral Area/Municipality All Electoral Areas

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to provide information to the Regional District of Central Kootenay (RDCK) Board of Directors regarding the Wildfire Development Permit Area Project and to present the Project's Public Engagement Strategy (Attachment 1) for the Board's endorsement.

In November 2020, the Board endorsed an application made to the UBCM Community Resiliency Investment Program (2021) for the Regional FireSmart Program (Resolution #716/20). Part of the application proposal was for the RDCK to create a Wildfire DPA. Upon receipt of the funding from UBCM, staff prepared a request for proposals for the work, and Urban Systems Ltd. was the successful proponent.

The scope of work included, among other deliverables further detailed in this staff report, a Public Engagement Strategy. The Strategy strives to build project awareness, complement other FireSmart public education initiatives, and encourage the public to engage in the project. Additionally, it outlines the consultant's anticipated communication and engagement activities as well as collaboration opportunities with RDCK staff.

Staff recommend that the Board endorse the Public Engagement Strategy detailed in Attachment A of this Staff Report.

SECTION 2: BACKGROUND/ANALYSIS

2.1 BACKGROUND

In November 2020, the Board endorsed an application to the UBCM Community Resiliency Investment Program (2021) for the Regional FireSmart Program (Resolution #716/20). Part of the application proposal was for the RDCK to create a Wildfire Development Permit (WFDP) Area. Upon reward of the grant funds, \$94,000.00 was received for the establishment of a WFDP Area within the RDCK. The allocation of these funds is outlined further in Section 3.1 – "Financial Considerations – Cost and Resource Allocations" of this Staff Report. UBCM's deadline for project completion is February 7, 2023.

In 2008, the RDCK created a series of Community Wildfire Protection Plans (CWPPs) for the areas within the District. From 2015-2019 these CWPPs were updated across the eleven Electoral Areas as well as the Villages of Kaslo, Nakusp, and Salmo. Many of the areas studied in the CWPPs are predominantly characterized as having a moderate-high to high-extreme wildfire threat/probability. The CWPPs recommend designating Development Permit Areas for wildfire interface areas as a high priority item in addressing wildfire hazards in the RDCK.

There are currently no Development Permit Areas in place in the RDCK's Electoral Areas to protect from wildfire hazards. In recognition of the wildfire threat/probability in the District and recommendations of the CWPPs, the

RDCK issued a Request for Proposals (RFP) on February 24, 2022 and the contract was awarded to the successful proponent, Urban Systems Ltd., on April 4, 2022. The consultant is responsible for creating a Wildfire Hazard Development Permit (WFDP) Area for the RDCK’s Electoral Areas, and engaging with the various community stakeholders across the RDCK on Fire Smart Principles and the creation of a WFDP Area.

2.2 PROJECT OVERVIEW

The purpose of the WFDP Area is to reduce the risks associated with wildfire for new construction and encourage wildfire hazard reduction at the time of subdivision. The project seeks to achieve the following goals:

1. Increase wildfire hazard and climate change resilience by reducing wildfire hazards as part of the land development process; and,
2. Raise awareness of FireSmart principles in the RDCK, working in conjunction with Community Sustainability efforts undertaken by the Wildfire Mitigation Specialists in 2022.

In order to achieve these goals, the project is broken down into three key activities with associated deliverables, as shown in Table 1 below.

Table 1 - List of Key Project Activities.

Activity	Anticipated Outcome	Deliverable
Best Management Practices Review	<p>To have a comprehensive understanding of the function of Wildfire Hazard Development Permit Areas, as used elsewhere in BC.</p> <p>To identify and address any policy gaps that may exist in the RDCK’s current Official Community Plans (OCPs) in order to support the implementation of a WFDP Area.</p> <p>To align OCP policy and development regulations with the recommendations of the CWPPs.</p>	Best Management Practices Review Summary
Public Engagement	<p>To have a targeted and meaningful approach to public engagement that is consistent with IAP2 (International Association for Public Participation) standards.</p> <p>To ensure all stakeholders are aware of the project, and included as determined by their level of interest and willingness to participate.</p>	<p>Public Engagement Strategy</p> <p>Public Engagement Summary (“What We Heard” Report)</p>
Draft WFDP Area	To create a WFDP Area template that is reflective of current best management practices, and considers and, where possible, incorporates feedback received as part of Public Engagement.	<p>Wildfire Development Permit (WFDP) Area Template</p> <p>Presentation to the Board of Directors</p>

The intent behind creating a template for a WFDP Area is to have flexibility in implementation throughout the various Electoral Areas, as opposed to seeking consensus for immediate implementation in all 11 Electoral Areas. This approach recognizes that some Areas may wish to implement the WFDP Area immediately as part of this

initiative while other Areas may not have a desire for a WFDP Area at this point in time, or might find it more suitable to delay implementation and revisit the topic as part of upcoming OCP Reviews.

The WFDP Area will seek to take a pragmatic approach in its implementation through the utilization of clear and transparent guidelines that achieve wildfire risk mitigation while not being overly onerous for property owners and developers.

2.3 PUBLIC ENGAGEMENT STRATEGY

Public Engagement is of crucial importance for the success of the project to ensure there is a clear understanding of the purpose of this initiative. It will help to raise awareness around FireSmart principles while also ensuring public and stakeholder feedback is collected and considered as part of any future decision-making process for the WFDP Area.

Engagement activities and outreach are covered in detail in Attachment 1 – the Public Engagement Strategy drafted by Urban Systems.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Financial Plan Amendment:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov’t Approvals Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Each Electoral Area was granted \$8,000.00 for the development of a WFDP Area, along with \$6,000.00 for the entire RDCK. The resulting \$94,000.00 is split between the costs required for consulting fees (\$70,000.00) and for RDCK staff involvement and project coordination (\$24,000.00).

Projected costs for completion of the works are estimated to be \$94,000.00 and are allocated as follows:

- \$70,000.00 for consulting fees, recognizing that the Planning Work Plan is already full for the project duration (present day-February 7, 2023)
- \$20,100.00 for RDCK staff involvement (\$14,100.00 for the Planning Service and administrative costs and \$6,000.00 for the Community Sustainability Service)
- \$3,900.00 contingency

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

Section 488(1)(b) of the *Local Government Act* gives local governments the authority to designate Development Permit Areas for the “protection of development from hazardous conditions.”

The project will result in a WFDP Area template that can be adopted into an Electoral Area’s OCP, as appropriate.

3.3 Environmental Considerations

It is recognized that wildfire hazard mitigation can be at odds with environmental conservation goals. As such, the best management practices review and draft WFDP Area will address environmental considerations (for example, overlap with the WFDP Area and riparian areas or other sensitive habitats) while also seeking to gain an understanding of, and alignment with, relevant First Nations approaches to wildfire hazard mitigation.

3.4 Social Considerations:

Effectively reducing the risks associated with wildfires is a crucial component in building community resilience to natural hazards and climate change. Dollars spent on wildfire prevention generally lead to a significantly larger cost savings when compared to the dollars spent on emergency response.

3.5 Communication Considerations:

Communications and outreach are covered in the Public Engagement Strategy (Attachment 1).

3.6 Staffing/Departmental Workplace Considerations:

The project is funded by the UBCM Community Resiliency Investment (CRI) Program funding received in 2021. It is not formally recognized in the Planning Department's Work Plan although there are funds allocated from the CRI funding for the Planning Service.

3.7 Board Strategic Plan/Priorities Considerations:

The RDCK 2019-2023 Strategic Plan identifies "adapt[ing] to our changing climate..." as one of its five strategic objectives. Additionally, the strategies outlined in the plan that support this work seek to:

- Modernize the RDCK policy framework to be innovative and reflect best practices;
- Provide a strong and robust FireSmart program by having Development Permit Areas include fire interface zones and encouraging wildfire mitigation on private land; and,
- Consider climate adaptation and mitigation impacts in decisions the RDCK makes.

SECTION 4: OPTIONS & PROS / CONS

4.1 SUMMARY

The RDCK's Community Wildfire Protection Plans (CWPPs) recommend establishing a Development Permit Area in wildfire interface areas as a high priority. As such, the Wildfire Development Permit (WFDP) Area project seeks to utilize the local government's regulatory authority to require new development to be designed in such a way that minimizes the risks associated with wildfire and builds natural hazard and climate change resilience within the RDCK.

The WFDP Area Project will help to raise general awareness of FireSmart principles and the WFDP Area template will aim to increase community resilience to wildfire hazards. The Project seeks to create a WFDP Area template that is pragmatic and clear and also considers and, where possible, incorporates public and stakeholder feedback. The Project involves three key activities: a best management practices review, public engagement, and draft WFDP Area.

The Public Engagement Strategy in Attachment 1 contains further detail on the anticipated engagement approach by the consultant. Staff is seeking endorsement of the Public Engagement Strategy by the Board in order for the consultant to begin designing and undertaking the various engagement initiatives.

4.2 OPTIONS

Option 1: Endorse the Engagement Activities

That the Board DIRECT staff to work with the consultant to undertake the engagement activities for the Wildfire Development Permit Area Project as described in the Board Report – "Wildfire Development Permit Area Project", dated June 2, 2022.

Option 2: Defer Decision

That further consideration of the Wildfire Development Permit Area Project as described in the Board Report – "Wildfire Development Permit Area Project", dated June 2, 2022 BE REFERRED to the [Month Day], 2022 Board meeting.

Should the Board wish to pass a resolution for this motion, Staff request that additional detail be provided on the reason for deferral in order to work expediently with the consultant to complete the project within the funding deadline of February 7, 2023.

SECTION 5: RECOMMENDATION

That the Board DIRECT staff to work with the consultant to undertake the engagement activities for the Wildfire Development Permit Area Project as described in the Board Report – “Wildfire Development Permit Area Project”, dated June 2, 2022 from Corey Scott, Planner.

Respectfully submitted,
Corey Scott, Planner 2

CONCURRENCE

Planning Manager – Nelson Wight	Approved	
General Manager of Development & Community Sustainability – Sangita Sudan		Approved
Chief Administrative Officer – Stuart Horn	Approved	

ATTACHMENTS:
Attachment A – Public Engagement Strategy, prepared by Urban Systems Ltd.

WILDFIRE DEVELOPMENT PERMIT AREA COMMUNICATIONS + ENGAGEMENT PLAN

REGIONAL DISTRICT OF CENTRAL KOOTENEY

May 2022

PURPOSE

The purpose of this communications and engagement plan is to ensure that meaningful and effective tactics to engage with various community stakeholders are employed during this study. Specific strategies for communicating and engaged with identified stakeholders are discussed in this document.

BACKGROUND

The Regional District of Central Kootenay (RDCK) has retained Urban Systems Ltd. to develop recommendations for the creation of a Wildfire Hazard Development Permit Area for the RDCK's eleven Electoral Areas (A, B, C, D, E, F, G, H, I, J and K). Community Wildfire Protection Plans updated by the RDCK from 2015-2019 identified many of these areas as having moderate-high to high-extreme wildfire threat/probability. As part of this project, the RDCK is seeking to engage with various community stakeholders across the electoral areas and provide education on FireSmart Principles.

USING COMMUNITY INPUT

Managing expectations and implementing a transparent process is critical to any communication and engagement process. Community members will want to know how, and to what extent, their input will be used in the decision-making process.

The International Association of Public Participation (IAP2) refers to five levels of public participation defined as:

- **Inform:** To provide balanced, accurate information to increase participants' understanding of the project.
- **Consult:** To obtain, listen and acknowledge participant feedback and concerns.
- **Involve:** To work with participants to ensure their concerns and expectations are clearly understood.
- **Collaborate:** To partner with participants to identify alternatives and solutions to be used in the decision-making process.
- **Empower:** To place the final decision-making in the hands of the participants.

KEY AUDIENCES

A list of stakeholders identified for this project is shown in **Table 1**. Using the IAP2 five levels of public participation, levels of engagement have been identified for each stakeholder group according to their involvement in the decision-making process. As the decision-makers, the RDCK Board of Directors will be involved to ensure their concerns and expectations are clearly understood and they will be empowered to make the final decisions. We will collaborate with RDCK staff throughout the project on the technical nature of the DPA. Members of the public, including landowners, developers and the local business community, will be consulted with to ensure they are informed of the project and have opportunities to provide feedback.

Overview of Regional District of Central Kootenay¹

- › Population: 59,517
- › Households: 27,015
- › Median total income of households: \$55,532
- › Average household size 2.2
- › Median age: 49.3
- › 55.5% of residents have post-secondary education
- › Labour force participation: 58.5%
- › Low level of visible minorities: 3.4%²
- › Few immigrants: 11.8%

Table 1. List of Stakeholders

Stakeholder	Primary or secondary	Interest / Issue / Concern	Level of engagement	Suggested Engagement Tactic
RDCK Board of Directors	Primary	Implementation, enforcement, costs to landowners	Involve / Empower	Information Sessions
Regional District Staff & Fire Department Representatives	Primary	Policy development, implementation, monitoring and regulating, enforcement Fire response and safety	Collaborate	Ongoing Meetings
RDCK Advisory Planning and Heritage Commissions (APHC)	Primary	Overall emergency management	Consult	Virtual Stakeholder Workshop, Survey
Development Community	Primary	Future constraints on land development, sourcing supplies (many FireSmart materials are not manufactured locally)	Consult	Virtual Stakeholder Workshop, Survey

¹ <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/details/page.cfm?Lang=E&Geo1=CD&Code1=5903&Geo2=PR&Code2=59&SearchText=Central%20Kootenay&SearchType=Begins&SearchPR=01&BI=All&GeoLevel=PR&GeoCode=5903&TABID=1&type=0>

² "Visible minority refers to whether a person belongs to a visible minority group as defined by the Employment Equity Act and, if so, the visible minority group to which the person belongs. The Employment Equity Act defines visible minorities as 'persons, other than Aboriginal peoples, who are non-Caucasian in race or non-white in colour.' The visible minority population consists mainly of the following groups: South Asian, Chinese, Black, Filipino, Latin American, Arab, Southeast Asian, West Asian, Korean and Japanese." (Statistics Canada, 2022)

Landowners	Primary	New property development / renovation constraints, increased costs, access to building supplies and sourcing supplies (many FireSmart materials are not manufactured locally)	Consult	Virtual Workshop, Survey
Local Business Community	Primary	New property development / renovation constraints, access to building supplies and sourcing supplies (many FireSmart materials are not manufactured locally)	Consult	Virtual Workshop, Survey
First Nations Communities › FNESS › Ktunaxa Nation Council › Okanagan Nation Alliance › Shuswap Nation Tribal Council › Sinixt	Primary	Cultural perspectives and practices on wildfire risk management and mitigation	Consult	Outreach letters and ongoing meetings/updates as requested
Wider Community	Secondary	New property development and wildfire safety	Inform	Survey

VULNERABILITIES & OPPORTUNITIES

Table 2. Vulnerabilities and opportunities scan.

Vulnerabilities	Opportunities
<ul style="list-style-type: none"> › Concern due to the raising costs of building materials › Ensuring that the interests of all 11 electoral areas are met › Differing values on wildfire mitigation and regulations across electoral areas › Unclear messaging has the potential to lead to misunderstanding › Concern about existing gaps in fire response service and areas where there is low availability of water 	<ul style="list-style-type: none"> › Public education process, communicating the value of public engagement › Combine traditional and digital forms of communications › Clearly communicating the benefits and value of DP guidelines, “what’s in it for you” approach › Collaborate with RDCK Wildfire Mitigation Specialists on communicating on various FireSmart initiatives › Raising awareness of being FireSmart in the RDCK

COMMUNICATIONS OBJECTIVES + MEASURES OF SUCCESS

Table 3. Communication objectives and measures of success.

Objective	Measure of success
› Build awareness amongst residents and stakeholders of Fire Smart principles and of the project	› By Fall 2022, host in-person pop ups, a total of three stakeholder workshops and a community survey
› Consult with local stakeholders and residents to understand desires and sentiments around wildfire mitigation	› Provide opportunities for residents across all electoral areas to provide feedback › Community members feel they've had the necessary information to provide informed and meaningful feedback

KEY MESSAGES

Key Messages are high-level communication points from which all subsequent communication materials, such as Facebook posts and web content, are developed. These foundational messages present a “big picture” view. They should be clear, concise, and consistent across all communication channels.

The sample key messages provided below are not final and may be refined as communications materials are developed.

- The Regional District of Central Kootenay is looking at how to reduce the potential negative impacts of wildfires in our region. Exploring how to protect our region from wildfire hazards could include creating a Wildfire Development Permit Area for your community.
- Wildfire Development Permit Areas help to protect your community from wildfire hazards by implementing regulations for new development occurring within the wildfire hazard area.
- Living near the great outdoors comes with great responsibility. You can help protect our natural environment and all it has to offer by following FireSmart principles. Learn about how the RDCK is helping to reduce the risk of wildfire to our region at [insert web link].
- Be a good neighbour. Help reduce the potential impacts from wildfires to your home and others by following FireSmart principles. Find out how you can be FireSmart at [insert web link].

ENGAGEMENT ACTIVITIES

Engagement for this project will be a mix of in-person and virtual activities to inform and solicit feedback from stakeholders and RDCK residents. There are several opportunities for stakeholders and community members to provide feedback throughout summer 2022, including three virtual stakeholder workshops, in-person pop-ups and a community survey. A description of engagement activities is shown in **Table 4**.

Table 4. List of engagement activities

<i>Tactic</i>	<i>Details</i>	<i>Responsibilities</i>	<i>Timing</i>
<i>Information Session with Board of Directors (2)</i>	<p>OVERVIEW: An initial meeting will be held to present the proposed engagement plan to the Board for feedback. A second meeting will be held to present the report with the Public Engagement Summary and draft DP guidelines.</p> <p>FORMAT: Approved virtual platform (i.e., Webex).</p> <p>TARGETED STAKEHOLDERS: RDCK Board.</p>	<p>URBAN SYSTEMS: Prepare and deliver presentation.</p> <p>RDCK: Attend and provide feedback.</p>	June/August 2022
<i>First Nations Communities Outreach Letters/Updates</i>	<p>OVERVIEW: An initial outreach letter to each First Nations community to introduce the project and seek their interest in participating in ongoing updates/meetings to discuss the project further.</p> <p>FORMAT: Email (with option to phone/schedule virtual meeting for further discussions).</p> <p>TARGETED STAKEHOLDERS: First Nations communities.</p>	<p>URBAN SYSTEMS: Draft initial outreach letter.</p> <p>RDCK: Review and approve initial outreach letter, send letter to First Nations communities. Develop and send further updates, schedule and facilitate meetings as requested.</p>	June - August 2022
<i>APHC Workshop</i>	<p>OVERVIEW: Hold a virtual workshop with APHC members to solicit feedback on the project.</p> <p>FORMAT: Approved virtual platform (i.e., Zoom).</p> <p>TARGETED STAKEHOLDERS: APHC members.</p>	<p>URBAN SYSTEMS: Prepare facilitation guide, supporting presentation and engagement materials, provide meeting facilitation and technical support, record feedback.</p> <p>RDCK: Review materials, attend and provide support as necessary.</p>	July/August 2022
<i>Development Community Workshop</i>	<p>OVERVIEW: Hold a virtual workshop with members of the development community to solicit feedback on the project.</p>	<p>URBAN SYSTEMS: Prepare facilitation guide, supporting presentation and engagement materials, provide meeting facilitation</p>	July/August 2022

	<p>FORMAT: Approved virtual platform (i.e., Zoom).</p> <p>TARGETED STAKEHOLDERS: Development community.</p>	<p>and technical support, record feedback.</p> <p>RDCK: Review materials, attend and provide support as necessary.</p>	
<i>Landowner and Local Business Workshop</i>	<p>OVERVIEW: Hold a virtual workshop with landowners and the business community to solicit feedback on the project.</p> <p>FORMAT: Approved virtual platform (i.e., Zoom).</p> <p>TARGETED STAKEHOLDERS: Landowners and business community.</p>	<p>URBAN SYSTEMS: Prepare facilitation guide, supporting presentation and engagement materials, provide meeting facilitation and technical support, record feedback.</p> <p>RDCK: Review materials, attend and provide support as necessary.</p>	July/August 2022
<i>In-Person Pop-Ups</i>	<p>OVERVIEW: The Wildfire Mitigation Specialists will host in-person pop-ups at key events in the RDCK. Urban Systems will provide the Wildfire Mitigation Specialists with informative materials (i.e., FAQ sheet, postcards) to pass out with their concurrent outreach.</p> <p>FORMAT: In-person pop-ups.</p> <p>TARGETED STAKEHOLDERS: Wider community and landowners.</p>	<p>URBAN SYSTEMS: Develop informative materials for the Wildfire Mitigation Specialists to pass out.</p> <p>RDCK: Coordinate and host pop-up events.</p>	July/August 2022
<i>Community Survey</i>	<p>OVERVIEW: A community-wide survey to gather input from residents to better understand their interests and level of support for DP guidelines. Incentives for completing the survey (i.e., gift cards to local businesses) will be offered to encourage participation.</p> <p>FORMAT: Online platform (i.e., Survey Monkey) with hard copies available at the in-person pop-up events.</p> <p>TARGETED STAKEHOLDERS: All stakeholders, landowners, wider community.</p>	<p>URBAN SYSTEMS: Develop survey questions and upload to online platform (i.e., Survey Monkey).</p> <p>RDCK: Review and approve survey questions.</p>	July/August 2022
<i>Public Engagement Summary (“What We Heard Report”)</i>	<p>OVERVIEW: Prepare a report of what we heard during public and stakeholder engagement.</p>	<p>URBAN SYSTEMS: Analyze engagement results and prepare report with visuals.</p>	September 2022

	<p>FORMAT: Digital file.</p> <p>TARGETED STAKEHOLDERS: RDCK staff.</p>	<p>RDCK: Review report and provide feedback.</p>	
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DELIVERABLES:

- First Nations Communities Initial Outreach Letter
- In-Person Pop-Up Communications Materials
- Engagement Summary (“What We Heard Report”)

COMMUNICATIONS TOOLS

Table 5. List of communications tools

<i>Tactic</i>	<i>Details</i>	<i>Responsibilities</i>	<i>Timing</i>
<i>Website Update</i>	<p>OVERVIEW: Develop content for the RDCK website including project information and opportunities to engage.</p> <p>FORMAT: Content on RDCK website.</p> <p>TARGETED STAKEHOLDERS: All.</p>	<p>URBAN SYSTEMS: Develop initial content and supporting graphics.</p> <p>RDCK: Approve and upload content to RDCK website.</p>	July 2022
<i>Social Media Posts</i>	<p>OVERVIEW: Social media posts published on RDCK platforms to inform residents of the project and opportunities to engage.</p> <p>FORMAT: RDCK platforms (i.e., Facebook).</p> <p>TARGETED STAKEHOLDERS: All.</p>	<p>URBAN SYSTEMS: Develop social media messaging and supporting graphics.</p> <p>RDCK: Approve messaging and upload to RDCK social media platforms.</p>	July/August 2022
<i>Informative Postcard/Mailer</i>	<p>OVERVIEW: Postcards/mailers to provide information on the project, notify residents of upcoming engagement opportunities and drive them to the online survey.</p> <p>FORMAT: Print materials distributed at in-person pop-up events.</p> <p><i>*Optional: Mailers can also be mailed out to residents.</i></p> <p>TARGETED STAKEHOLDERS: Landowners.</p>	<p>URBAN SYSTEMS: Develop brochures.</p> <p>RDCK: Approve brochures and distribute.</p>	July/August 2022

DELIVERABLES:

- Website Update Content
- Social Media Messaging + Graphics
- Informative Postcard/Mailer

TIMELINE

The table below provides an estimated timeline of the communications and engagement tactics. Timing may be revised based on discussions with RDCK staff and Board of Directors.

Table 6. Estimated timing of communications and engagement tactics.

	<i>Tactic</i>	<i>Audience</i>	<i>Timing</i>
<i>Social Media Posts + In-Person Pop-Up Events will occur throughout July/August 2022</i>	Information Session with Board of Directors #1	RDCK Board of Directors	July 2022
	Website Content Launch	Public	July 2022
	Community Survey Launch	Public	July 2022
	First Nations Communities Initial Outreach Letter	First Nations Communities	July 2022
	APHC Workshop	APHC	July/August 2022
	Development Community Workshop	Development community	July/August 2022
	Landowner and Local Business Workshop	Landowners, business community	July/August 2022
	Information Session with Board of Directors #2	RDCK Board of Directors	August 2022
	What We Heard Report	RDCK Board of Directors	September 2022

WILDFIRE HAZARD DEVELOPMENT PERMIT AREA

ENGAGEMENT PLAN

JUNE 16, 2022

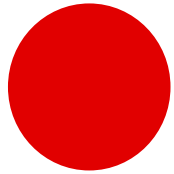
PURPOSE OF THE WILDFIRE DEVELOPMENT PERMIT AREA (DPA) PROJECT

- Project Timeline: April, 2022 – February, 2023
- The project, through community engagement and education opportunities, will seek to create a practical template for a Wildfire DPA that can be applied to the various Electoral Areas' Official Community Plans (OCPs).

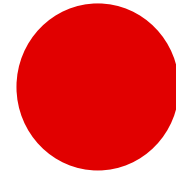
PURPOSE OF THE ENGAGEMENT PLAN

- To ensure that meaningful and effective tactics to engage with various community stakeholders are employed
- Specify strategies for communicating and engaging with identified stakeholders

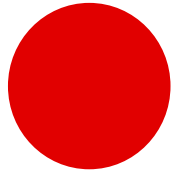
KEY AUDIENCES



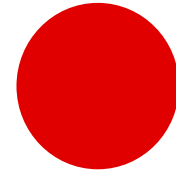
RDCK Board of Directors



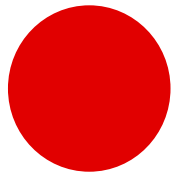
Landowners



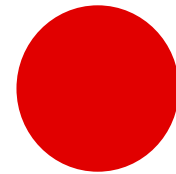
Regional District Staff & Fire
Department Representatives



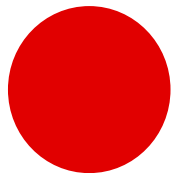
Local Business Community



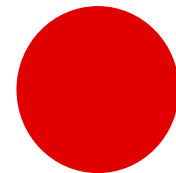
RDCK Advisory Planning and
Heritage Commissions (APHC)



First Nations
Communities



Development Community



Wider Community

COMMUNICATION OBJECTIVES + MEASURES OF SUCCESS

OBJECTIVES

- Build awareness amongst residents and stakeholders of FireSmart principles and of the project
- Consult with local stakeholders and residents to understand desires and sentiments around wildfire mitigation

MEASURES OF SUCCESS

- By Fall 2022, host in-person pop-ups, a total of three stakeholder workshops and a community survey
- Provide opportunities for residents across all electoral areas to provide feedback
- Community members feel they've had the necessary information to provide informed and meaningful feedback

ENGAGEMENT ACTIVITIES

Activity	Timing
Information Session with Board of Directors (2)	June – September 2022
First Nations Communities Outreach Letters/Updates	June – August 2022
APHC Workshop	July/August 2022
Development Community Workshop	July/August 2022
<i>Landowner and Local Business Workshop</i>	July/August 2022
In-Person Pop-Ups*	July/August 2022
Community Survey	July/August 2022
Public Engagement Summary (“What We Heard Report”)	September 2022

Deliverables:

- First Nations Communities Initial Outreach Letter
- In-Person Pop-Up Communications Materials
- Engagement Summary (“What We Heard Report”)

**In-Person Pop-Ups to be hosted by the Wildfire Mitigation Specialists. Urban Systems will provide informative materials for the Wildfire Mitigation Specialists to pass out with their concurrent outreach.*

COMMUNICATIONS TOOLS

Activity	Timing
Website Update	June – August 2022
Social Media Posts	June – August 2022
Informative Postcard/Mailer	July/August 2022

Deliverables:

- Website Update Content
- Social Media Messaging + Graphics
- Informative Postcard/Mailer

CLOSING

THANK YOU



Board Report

Date of Report: June 2, 2022
Date & Type of Meeting: June 16, 2022, Open Regular Board Meeting
Author: Angela French, Wildfire Mitigation Supervisor
Subject: Selous Creek Post-Harvest Mechanical Fuel Modification Treatments
Contract and Invitation for Site Field Tour
File: 14-7625-60
Electoral Area/Municipality: Area E

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is twofold. First is a request that the Board authorize the Board Chair and Corporate Officer to sign the contract with Sunshine Logging Limited for the post-harvest mechanical fuel modification treatment for the Selous Creek Wildfire Fuel Mitigation project. Second is to offer a field tour of the project to the Board.

SECTION 2: BACKGROUND/ANALYSIS

In its' fourth year since project inception, the Selous Creek Wildfire Fuel Mitigation Project is one of two remaining Forest Enhancement Society of BC (FESBC) grant funded wildfire risk reduction projects in the RDCK and is coming into the final stages of implementation, post-harvest treatment.

What is Post-Harvest Treatment?

Generally speaking....

For this project the post-harvest mechanical fuel modification treatment has two objectives. The first is to create a 3 meter wide fuel-free buffer around the perimeter of the harvested areas, and around internal retention patches, in preparation for a prescribed broadcast burn. The fuel modification will work to ensure the fire does not escape into surrounding forested stands or burn valuable reserve areas designed to meet visual landscape objectives.

The second objective is to rough-bunch the fuels into piles and burn in areas where the BC Wildfire Service has identified as not being suitable for broadcast burning due to lower amounts of contiguous debris that remain on the site.

In both scenarios, due to the steepness of the terrain in some areas, the machine will need to be tethered to a tie-back system and connected with a winch. This system assists the machine to move up and down the slope to complete the modification treatments. This type of project has not been completed to this extent by any of the project partners before and is somewhat of a pilot for what can be utilized for fuel reduction treatments moving forward. The cost quoted for this project is the baseline from which we have to work from.

Winch-assist machine capability is uncommon for logging contractors in the Kootenays, however due to the amount of steep terrain that surrounds high-risk wildland urban interface communities, it is forecasted to become highly sought after in order to complete these types of landscape level wildfire mitigation treatments.

The Site Visit

The RDCK and its partners have worked extensively to create a collaborative environment to ensure the success of this project. The project management team is excited to offer an opportunity to take directors into the field and showcase the work that has been completed and answer any questions the directors may have.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Financial Plan Amendment:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov't Approvals Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

A portion of this project has been included in the 2022 Financial Plan, however an additional \$200,000 needs to be added to A101 Contracted Services to complete the project. This will be 100% grant funded and will have no net impact on taxation.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

[Indicate Legislative Considerations]

3.3 Environmental Considerations

The positive environmental factors to consider are that by modifying the fuel on the landscape, and then putting good-fire back into the ecosystem, we are transitioning slowly back to what could be considered a more natural state.

3.4 Social Considerations:

Social considerations include the effects of smoke during the fall and potentially spring when prescribed burning and pile burning is taking place. There is a very specific window in which the conditions are right for these controlled fires to persist (i.e.: temperature, venting, curing, etc).

This project has been in the media since inception, which has enhanced the awareness of the public about the necessity for fire, and in turn smoke. With this increased awareness it is anticipated that the messaging around “good fire” versus the consequence of suppressing fire, inevitably increasing the risk of uncontrolled wildfire and smoke, will be supported socially.

More obviously, considering the social value was the impetus for the creation of the project: reduce the fuel load in order to mitigate the risk of wildland urban interface fires adjacent to the City of Nelson and the RDCK Area E residents.

3.5 Economic Considerations:

This portion of the project does not involve any economic drivers associated with timber acquisition. The post-harvest treatments are funded by FESBC and provide economic opportunity for the successful proponent over and above what is typically offered during normal harvesting processes.

3.6 Communication Considerations:

Before the prescribed burn the project management team will provide media releases to ensure the public and all partners are aware of the burn plans.

3.7 Staffing/Departmental Workplan Considerations:

RDCK staff resources have been allocated to collaboratively manage the project.

3.8 Board Strategic Plan/Priorities Considerations:

4. To adapt to our changing climate and mitigate greenhouse gas emissions

SECTION 4: OPTIONS & PROS / CONS

Option 1: Approve the contract for post-harvest mechanical fuel modification to ensure wildfire fuel is mitigated in the area adjacent to City of Nelson and in the Electoral Area E.

SECTION 5: RECOMMENDATIONS

The Board approve the RDCK entering into a contract with Sunshine Logging Limited not to exceed \$220,000 to complete the post-harvest mechanical fuel modification treatment for the Selous Creek Wildfire Fuel Mitigation project, that the project be funded through A101 Emergency Services via FESBC grant funds, and the Financial Plan be amended to increase \$200,000 in Contracted Services in A101, and that the Chair and Corporate Officer be authorized to sign the necessary documents; AND FURTHER, that the Board direct staff to organize a field tour of the Selous project for the RDCK Board of Directors.

Respectfully submitted,
Angela French – Wildfire Mitigation Supervisor

CONCURRENCE

Manager of Community Sustainability – Chris Johnson	Approved	
General Manager of Development & Community Sustainability – Sangita Sudan		Approved
Chief Administrative Officer – Stuart Horn	Approved	

ATTACHMENTS:

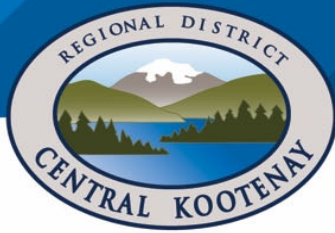
Attachment A – Contract

June 8, 2022

Note to Board:

Attached is the contract with proponent Sunshine Logging Limited. At this time, Staff are still awaiting for the proponent to sign the contract and submit applicable documentation. Staff has discussed the contents with the Forest Enhancement Society of BC and amendment from the per hectare rate to the hourly rate is justifiable based on circumstantial uncertainties derived from a project that has no baseline data.

Angela French, RFT
Wildfire Mitigation Supervisor



Goods and Services Agreement

Contract #: 2022-120-WF_SUNSHINE_LOGGING_LTD
Project: Selous Creek Post-Harvest Fuel Modification Treatment
GL Code: 54030 / OPR505-115

THIS AGREEMENT executed and dated for reference the:

day day of June, 2022
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the "RDCK")
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

AND

SUNSHINE LOGGING LTD
(hereinafter called the "Contractor")
at the following address:
426 Front Street
Kaslo, BC, V0G 1M0

Agreement Administrator: Nicole Soltys
Telephone #: 250-352-1580
Email: NSoltys@rdck.bc.ca

Agreement Administrator: Clint Carleson
Telephone: 250-353-1147
Email: [Click here to add email](#)

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE CONTRACTOR AGREE AS FOLLOWS:

- (a) **SERVICES:** The Contractor shall provide the services detailed in Schedule "A" of this Agreement (the "Services").
- (b) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **June 17, 2022** and ending on **December 31, 2022** (the "Term").
- (c) **LOCATION:** The location for delivery of the Services shall be North Selous Creek near Nelson BC.
- (d) **CONTRACT PRICE/RATE:** \$175,000 (excluding GST) and on the terms set out in Schedule B.
- (e) **BILLING DATE:** Upon completion of the Project.
- (f) Schedules A and B are incorporated into, and form part of this Agreement.
- (g) The following terms and conditions are incorporated into, and form part of this Agreement:

THE CONTRACTOR'S OBLIGATIONS

- 1 The Contractor shall:
 - (a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A;
 - (b) Upon the request of the Regional District of Central Kootenay (herein after called the "RDCK") fully inform the RDCK of the work done by the Contractor in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
 - (c) Comply with all applicable municipal, provincial and federal legislation and regulations;
 - (d) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits;
 - (e) Promptly pay all persons employed by it;
 - (f) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;
 - (g) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
 - (h) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;
 - (i) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
 - (j) Be an independent Contractor and not the servant, employee or agent of the RDCK;
 - (k) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
 - (l) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;
 - (m) At its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work. Upon request, the Contractor shall provide the RDCK with proof of such compliance;
 - (n) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments;
 - (o) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not to the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation,

leave and all other matters arising out of the relationship of employer and employee;

- (p) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
- (q) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred;
- (r) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as “**Claims**”), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other contractor(s), assign(s) and authorized representative(s) or any other persons;
- (s) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever;
- (t) During the Term of this Agreement, take out and maintain commercial general liability insurance, ~~and if applicable professional liability insurance or environmental impairment liability insurance~~, against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in a form acceptable to the Chief Financial Officer of the RDCK, in the amount of **\$5,000,000** per occurrence, naming the RDCK as an additional insured and shall provide the RDCK with a certificate of insurance upon execution of this Agreement, with such insurance extended to include the Contractor’s Blanket Contractual Liability and include a cross liability clause and requiring the insurer not to cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand;

The insurance policy (policies) carried by the Contractor will be primary in respect to the operation of the named insured pursuant to the contract with the local government. Any insurance or self-insurance maintained by the local government will be in excess of such insurance policy (policies) and will not contribute to it;

If the nature of the services or goods provided requires the use of vehicles, the Contractor shall take out and maintain Automobile Liability (third party) insurance with a minimum limit of \$5,000,000.

- (u) Inspect the site where the Services are to be performed (the “Site”) and become familiar with all conditions pertaining thereto prior to commencement of the Services;
- (v) Where materials and supplies are to be provided by the Contractor, use only the best quality available;
- (w) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK’s approval prior to their use;
- (x) Not cover up any works without the prior approval or consent of the RDCK and, if so required by the RDCK, uncover such works at the Contractor’s expense; and

- (y) Keep the Site free of accumulated waste material and rubbish caused by it or the Services and, on the completion of the Services, leave the Site in a safe, clean and sanitary condition.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

- 2 The RDCK shall:
 - (a) Subject to the provisions of this Agreement, pay the Contractor, in full payment for the Services which in the opinion of the RDCK at the times set out in Schedule B of this Agreement (herein called "**Contract Price**"), and the Contractor shall accept such payment as full payment for the Services;
 - ~~(b) Notwithstanding Subsection 2(a), not be under any obligation to advance to the Contractor more than 90% of the Contract Price for Services rendered in accordance with Schedule A to the satisfaction of the RDCK. The 10% holdback shall be retained and paid back in accordance with the *Builder Lien Act*;~~
 - ~~(c) Providing that it is not in breach of any of its obligations under this Agreement, holdback from the Contract Price in addition to the 10% holdback contemplated in Subsection 2(b), sufficient monies to indemnify the RDCK completely against any lien or claim of lien arising in connection with the provision of the Services;~~
 - (d) Make available to the Contractor all available information considered by the RDCK to be pertinent to the Services;
 - (e) Give the Contractor reasonable notice of anything the RDCK considers likely to materially affect the provision of the Services; and
 - (f) Examine all studies, reports, sketches, proposals and documents provided by the Contractor under this Agreement, and render decisions pertaining thereto within a reasonable time.

TERMINATION OF AGREEMENT

- 3 In the event of a substantial failure of a party to perform in accordance with the terms and conditions of this Agreement, it may be terminated by the other party on five (5) days' written notice.
- 4 The RDCK may, at its sole discretion, terminate this Agreement on ten (10) days' notice, and the payment of funds required to be made pursuant to Section 5 shall discharge the RDCK of all of its liability to the Contractor under this Agreement.
- 5 Where this Agreement expires or is terminated before 100% completion of the Services, the RDCK shall pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the RDCK prior to expiration or termination.
- 6 Where the Contractor fails to perform or comply with the provisions of this Agreement the RDCK may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

GENERAL TERMS

- 7 The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Services, and his decision on all questions in dispute with regard thereto, or as to the meaning and intentions of this contract, and as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no Services shall be deemed to have been performed as to entitle the Contractor to payment therefrom, until the RDCK is satisfied therewith.

- 8 The RDCK certifies that the Service purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore subject to the *Excise Tax Act* (Canada).
- 9 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 10 Time shall be of the essence of this Agreement.
- 11 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 12 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 13 A waiver of any provision or breach by the Contractor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
- 14 A waiver under Section 13 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 15 Everything produced, received or acquired (the “**Material**”) by the Contractor or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Contractor or subcontractor, shall:
 - (a) be the exclusive property of the RDCK; and
 - (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.
- 16 The copyright in the Material belongs to the RDCK.
- 17 The RDCK may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed.
- 18 Where the Contractor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Contractor.
- 19 Where the Contractor is a partnership, all partners are to execute this Agreement.
- 20 Sections 1 b), i), j), r), and 16 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
- 21 Parts 2, 3 and 4 of the Request for Quote of the RDCK dated May 20, 2022 and the Contractor’s Quote provided in response are hereby incorporated into and forms part of this Agreement.
- 22 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	SUNSHINE LOGGING LTD
<hr/>	<hr/>
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
<hr/>	<hr/>
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
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(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
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(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)

SCHEDULE A: SERVICES

General Considerations

Under the direction of BC Wildfire Service, these harvested areas will either be rough bunched and burned or prescribed burned. In order to prepare for burning Blocks 1, 2 that were cable logged will require 3 m fireguards on external boundaries and around retention patches. Block 3, that was conventionally harvested, will also require 3 m fireguards on external boundaries and around retention patches. The portions of Block 4 that were conventionally harvested have already been rough bunched. The portions of Block 4 that were cable logged will also require 3 m fireguards on external boundaries and around retention patches. These are shown on the Block 4 Project Map in Appendix A. In some cases prescribed burning will not be possible and these areas will need to be rough bunched. Contractors must have the capacity and equipment to do winch assisted fuel modification. This contract does not include pile burning or prescribed burning.

Proponent shall:

- Under the direction of BC Wildfire Service and the Project Manager create 3m wide fuel free fireguards on the external boundaries and around internal retention patches in Blocks 1, 2, 3 and 4 as set out in the Project Map. The areas in Block 4 that require winch assisted fuel modification are shown in blue on the Block 4 Map. For all areas this work may include some rough bunching if the areas are not suitable for prescribed burning.
- There are areas within each Block that require winch-assist capabilities. This equipment is a mandatory requirement of this project.
- Provide the RDCK with a copy of the Contractor Safety Program or the Project Site Safe Work Plan including the first aid and project risk assessments for review seven (7) days prior to the start of onsite activities;
- Be assigned as the Prime Contractor for the works under the Workers Compensation Act, not limited to supplying the first aid attendant, supplies and emergency transportation vehicle, when required;
- Obtain a Notice of Project (NOP). The NOP is to be posted at the worksite;
- Protect the public when working near publically accessible trails: closure signs and barricades;
- Provide of proof of BC Forest Safety Council Safe Certification;
- Prior to commencing work maintain Forest Fire Fighting expense coverage in the amount of \$1 million and naming the RDCK as additional insured;
- Work closely with RDCK (or designate) throughout the term of the project to meet the project objectives and ensure public safety;
- Prior to commencing work will be required to carry out an assessment of trees within and in reach of the work area by a certified Wildlife Danger Tree Assessor in order to determine if there are any danger trees or trees with wildlife value and provide a copy of the completed Wildlife Danger Tree Assessment and map to the RDCK (or designate) for review/approval;
- Rehabilitate any soil disturbance associated with operations;
- Submit a final project report summarizing machine time to complete the work and lessons learned.

SCHEDULE B: CONTRACT PAYMENT TERMS

- 1 Total budget shall not exceed \$175,000 (excluding GST).
- 2 Invoices to be submitted upon completion of the Project.

The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract Number: **2022-120-WF_SUNSHINE_LOGGING_LTD**

GL Code: **54030 / OPR505-115**

- 3 Invoices to be paid on net 30 day term.
- 4 GST (if applicable) shall be listed as a separate line item on all invoices.



Board Report

Date of Report: June, 2, 2022
Date & Type of Meeting: June 16, 2022, Open Regular Board Meeting
Author: Angela French, Wildfire Mitigation Supervisor
Subject: Update on Crown Land Wildfire Risk Reduction and RDCK Wildfire Mitigation Program.
File: 14-7625-60
Electoral Area/Municipality: All Electoral Areas

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to provide an update regarding the provincial Crown Land Wildfire Risk Reduction (CLWRR) program and how it relates to the RDCK Wildfire Mitigation Program initiatives.

SECTION 2: BACKGROUND/ANALYSIS

WHERE WE ARE AT

Since the early 2000s the RDCK played a lead role in identifying, prescribing, and implementing wildfire fuel treatment projects that balanced the priority of reducing risk to wildfires with the values offered by a functioning forest. Using the Selous Creek project as an example, this included selective harvesting to maintain a functioning forest, encouraging stand conversion to species resilient to the impacts of climate change, and the preservation of recreational assets including mountain bike and walking/hiking trails all while reducing the risk of a severe wildfire burning uncontrolled next to communities. The project has been largely successful thanks to a strong partnership including the RDCK, Kalesnikoff, City of Nelson, BC Wildfire, local experts, and others; and a commitment to engage with the public and incorporate their feedback into the plan.

In late 2019 the province created the Crown Land Wildfire Risk Reduction (CLWRR) program that focuses on forestry licensees taking the lead in wildfire fuel mitigation through existing harvesting licenses. The RDCK expressed concerns about this new model and potential lack of community engagement to the province via a letter to the Minister, direct Board engagement with senior provincial staff leading the CLWRR program, and numerous meetings between staff of the RDCK and province. The primary concerns were: where does local government fit into the program? How are residents' voices heard through the process?

Through recent discussions with the BC Wildfire Service and Ministry of Forests we now understand where local government is intended to fit in the program: to promote community involvement in FireSmart activities, and coordinate regional and sub-regional planning tables to discuss possible treatments for that given area. While this does not give local government any authority over which treatment area is selected or how the treatment is completed, it is intended to allow for influencing where the treatments occur by focusing on communities that have identified reducing their risk to wildfire as their top priority. The organization and facilitation of these

meetings is up to the local government and funding is offered through the Community Resiliency Investment Program (CRI). This was included in the RDCK CRI application for 2022.

WHAT ARE OUR PLANS?

Crown land wildfire risk reduction program

To leverage this program the RDCK must identify communities that are ready and willing to support licensee-led wildfire fuel mitigation projects in their area and share this information with the provincial program. FireSmart programming is the first step in identifying these communities, and roundtables are the location where the RDCK can discuss possibilities with the province and stakeholders. The Wildfire Mitigation Program will be hosting these meetings through 2022 and onward.

Exploring other options for wildfire fuel mitigation

Licensee-led projects are not an option for all communities in the RDCK for a host of reasons. As such, the Wildfire Mitigation Program is actively pursuing other funding opportunities:

- The CRI program offers funding for fuel treatments on Crown Land adjacent to communities within municipal boundaries and regional district parks. The 2023 Application announcement will include increased funding and extended project timelines. An examination and prioritization of RDCK owned/leased lands, including parks and water systems is being conducted for inclusion in the 2023 Application. Ensuring RDCK lands are prioritized for treatment will build trust in communities, as well as provide ideal locations for pilot project opportunities and educational fuel management demonstration initiatives, (see Novel Ideas below).
- A newly revitalized funding stream through FESBC will be announced at the end of June. It is understood that this grant is intended to fill gaps between CLWRR and CRI programs on Crown land with a focus on fibre utilization and potentially increased emphasis on infrastructure asset protection.
- Through the Columbia Basin Trust (CBT), communities and local organizations can be empowered to apply for funding to the Wildfire Resiliency Initiative. Fuel treatments can be completed as a portion of this funding source and will be discussed through collaborative sub-regional planning tables.

With the number of funding programs available, new opportunities to partner with companies (Fortis) and the ongoing commitment from the province to continue to focus on wildfire risk reduction, a broader perspective needs to be maintained in the region. To achieve this staff is restarting the group formerly known as Regional Wildfire Risk Reduction Group. This group will consist primarily of Ministry of Forests, BC Wildfire Service, First Nations Emergency Services Society (FNESS), and the RDCK. The intent will be to gather and exchange information, explore opportunities and novel ideas, and identify (funding, partnership) options to pursue those opportunities. The funding for this was approved in the 2022 CRI application.

NOVEL IDEAS

The Wildfire Mitigation Program is also constantly looking to new and novel ideas as options for the RDCK. Current areas are listed below.

Support the modernization of forestry

Support the modernization of forestry by hiring companies that have adapted their practices to the changing climate and provided the appropriate equipment and skilled labour required to accomplish fuel treatments adjacent to communities. Using smaller, more nimble, less compacting machinery is essential to create partial cut, shaded fuel breaks in many communities. Winch-assist machine capabilities are vital to allow for mechanized preparation for prescribed broadcast burns on steep, previously inoperable terrain. The RDCK should be pursuing the opportunity to work with these contractors to support their innovation and continued viability.

Endorse adaptations in forest policy, including the replacement of forest sector developed Forest Stewardship Plans (FSP) with Forest Landscape Plans (FLP) and the alignment with Declaration on the Rights of Indigenous Peoples Act (DRIPA). The New FLP framework will increase local control of the forests to better address local scale ecological and cultural values in addition to timber values.

Explore different techniques

Utilize hugelkultur as an alternative management technique for debris created by fuel reduction treatments. This involves piling debris in a specific fashion then layering with soil or non-combustible, compostable material to reduce the need for burning while creating a carbon sink. Removing burning from the process will also allow for treatment work to carry on longer into the summer, facilitating more wildfire risk reduction work being completed.

A pilot program utilizing goat grazing to reduce the fuel buildup and maintain previously treated sites in areas with ladder fuels up to six feet high and in steep, gullied and potentially otherwise inoperable terrain. This is a carbon emissions free, sustainable treatment that also reduces invasive plant populations.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Financial Plan Amendment:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov’t Approvals Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

NA

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

NA

3.3 Environmental Considerations

Wildfire mitigation should not trump ecosystem health. For without a healthy, working ecosystems the risk of wildfire will perpetuate well into the future.

3.4 Social Considerations:

Public safety is the key to determining landscape level mitigation priorities.

3.5 Economic Considerations:

Supporting the adaptation and modernization of forestry to support skilled and knowledgeable labour force required for fuel treatments is essential for any of this work to be completed.

3.6 Communication Considerations:

Community-centric views are entrenched within the framework of the wildfire mitigation program. From the individual FireSmart assessments completed by the Wildfire Mitigation Specialists, to the discussions with the Province on where there will be a successful outcome, community engagement is the essential piece.

3.7 Staffing/Departmental Workplan Considerations:

Staff resources have been allocated to this program.

3.8 Board Strategic Plan/Priorities Considerations:

4. To adapt to our changing climate and mitigate greenhouse gas emissions

SECTION 4: OPTIONS & PROS / CONS

N/A

SECTION 5: RECOMMENDATIONS

N/A

CONCURRENCE

Manager of Community Sustainability – Chris Johnson	Approved	
General Manager of Development & Community Sustainability – Sangita Sudan		Approved
Chief Administrative Officer – Stuart Horn	Approved	



Board Report

Date of Report: June 2, 2022
Date & Type of Meeting: June 16, 2022, Open Regular Board Meeting
Author: Corey Scott, Planner
Subject: GROHMAN CREEK DOCK SERVICE FEASIBILITY STUDY
File: 5200-20-GCF GROHMAN CREEK FEASIBILITY
Electoral Area/Municipality Electoral Area F

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to present to the Regional District of Central Kootenay (RDCK) Board of Directors the Feasibility Study completed for the Grohman Creek Docking Society (GCDS) for docking facilities accessible by road year-round.

On June 17, 2021, the Board passed resolution #481/21 directing staff to utilize up to \$15,000.00 from S106 - Feasibility Study Service to hire a consultant to complete a feasibility study for private moorage and parking facilities for the Grohman Creek Docking Society.

Urban Systems Ltd. was the successful proponent for the completion of the work, and coordinated with RDCK Planning Staff and the GCDS to identify preferred sites and potential partnership opportunities for the GCDS. A Memo summarizing the results of Urban Systems Ltd.'s findings will be provided to the GCDS and is summarized in Section 4.1 of this Staff Report.

This report is being forwarded to the RDCK Board of Directors for information.

SECTION 2: BACKGROUND/ANALYSIS

2.1 BACKGROUND

The Grohman Creek neighbourhood (referred to as Grohman) is located on the north side of the West Arm of Kootenay Lake in Electoral Area 'F', just east of Grohman Narrows. There are approximately 57 parcels in the area with residents living there on both a year-round and part-time basis, and Baldface Lodge utilizes Grohman infrastructure (dock and road access) for its operations. Grohman can be accessed from Marsden Road/Grohman Creek Forest Service Road (FSR) and Boven Road (commonly referred to as "CBC Tower Road") for part of the year, and by boat year-round for members of the Grohman Creek Docking Society.

The Grohman Creek Docking Society (GCDS) was established in 1990 to provide a docking service to Grohman residents to help alleviate the access challenges to the area. The GCDS is responsible for the Grohman-side docking facilities, which currently consist of a 28-slip dock, south-facing breakwater and a small parking area.

While the Grohman-side boat access infrastructure is newer and suits the current needs of Grohman residents, the Nelson-side facilities are less well-defined. Currently, residents utilize whatever facilities are available to them, primarily at the Prestige Lakeside Resort, Kootenay Lake Launch Club, and Hall Street pier. Spaces at the Prestige and Launch Club are limited and those who do not have access to them rely on the Hall Street pier on an ad hoc basis. With the City of Nelson's plans to reconstruct a new Hall Street pier, Grohman residents' ability to utilize

Nelson-side facilities will become more uncertain, as the current pier proposal does not allow for motorized boat parking.

2.2 PROPOSAL

The RDCK retained the services of Urban Systems Ltd. to complete a Feasibility Study for Nelson-side docking facilities. The consultant worked with the RDCK and GCDS to:

- Create a high-level cost estimate for the creation of new docking facilities;
- Discuss shortlisted sites and barriers to use of those sites with the RDCK and GCDS;
- Identify potential partnership opportunities for the GCDS to pursue; and,
- Summarize the findings of their feasibility analysis (see Attachment 1).

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Financial Plan Amendment:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov't Approvals Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

The project budget was \$15,000.00 and was allocated from S106 – Feasibility Study Service. At the time this report was written, \$10,741.24 of the approved budget has been used. Additional budget will have been used for the completion of the Final Memo but is not known at this time. It is anticipated that there will be enough budget remaining to have the consultant present their findings to the GCDS.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

Electoral Area 'F' Official Community Plan Bylaw No. 2214, 2011 contains specific policy direction for the RDCK to work with Grohman residents to upgrade the existing boat access and encourage development of a permanent road access to the area.

3.3 Environmental Considerations

Any future works related to the creation of new docking facilities may require Development Permits as well as Provincial Authorization(s). Impacts to the natural environment would be analyzed further at that time.

3.4 Social Considerations:

There are currently health and safety concerns with the existing Grohman accesses. Road access is not available year-round for emergency vehicle access and the current boat access configuration is not practical for emergency response for Grohman residents.

3.5 Communication Considerations:

The consultant worked closely with RDCK Planning Staff to coordinate with the GCDS as well as the consultant completing the GCDS's emergency response plan.

3.6 Staffing/Departmental Workplace Considerations:

The main staff person responsible is the Planner 2. The project is a part of the Planning Department's Work Plan.

3.7 Board Strategic Plan/Priorities Considerations:

The RDCK 2019-2023 Strategic Plan identifies supporting projects that community groups are working on as a key strategy for strengthening the RDCK's relationship with Community Partners. The desired result of this strategy is to give priority to locally supported projects.

SECTION 4: OPTIONS & PROS / CONS

4.1 SUMMARY

The key findings of Urban Systems Ltd.'s Feasibility Study are as follows:

- There were four potential sites identified for further discussion and analysis;
- 70 Lakeside Drive (the old transfer station) was identified as the preferred site by the GCDS. However, utilizing the site for the docking facilities is unlikely due to the weaknesses and risks associated with the site. Namely:
 - The potential to have to remediate the site under the BC *Contaminated Sites Regulation*;
 - Misalignment with the City of Nelson's *Sustainable Waterfront and Downtown Master Plan*; and,
 - Potential additional costs for environmental investigation and permitting on the site.
- The remaining three sites (Jorgenson Road, Second St, and Sproat Drive) present challenges that limit their feasibility due to:
 - Increased exposure to wind and wave action and the need to construct a breakwater;
 - More dangerous navigation due to the increased exposure to weather during a longer commute; and,
 - Uncertainty of whether other existing uses will conflict with a docking facility.
- The total estimated costs for capital, operating, borrowing, and replacement for a dock and parking facility are \$1,730,000.00.
- The lowest annualized cost (per GCDS member household per year) was estimated to be \$2000.00, and the highest could be up to \$5000.00. The GCDS indicated that anything beyond \$1200.00 per year would be cost prohibitive for the majority of GCDS member households.
- Due to the cost limitations, three other potential partnership opportunities were identified and preliminary conversations have taken place. These partnership opportunities will be presented to the GCDS.

The results of the Final Memo will be presented to the GCDS, and coordinating any of the partnership opportunities outlined in the Memo are the responsibility of the GCDS.

Respectfully submitted,

Corey Scott, Planner 2

CONCURRENCE

Planning Manager – Nelson Wight

Approved

General Manager of Development & Community Sustainability – Sangita Sudan

Approved

Chief Administrative Officer – Stuart Horn

Approved



Board Report

Date of Report:	May 03, 2022
Date & Type of Meeting:	June 16 th , 2022; Board Report
Author:	Todd Johnston, Environmental Coordinator
Subject:	2021 MOSQUITO CONTROL PROGRAM REPORTING
File:	6030-04
Electoral Area/Municipality	Electoral Areas D

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to provide the Board of Directors with both the 2021 Annual Report and the 2022 Pre-Season reports for the Mosquito Control Program delivered in a Portion of Electoral Area D (Meadow Creek area –Service S184) and the Pineridge community (Service S185).

SECTION 2: BACKGROUND/ANALYSIS

The RDCK administers and coordinates a Mosquito Control Program in a Portion of Electoral Area D (Meadow Creek area) and the Pineridge community south of Kaslo. Most control activity takes place along the north side of Kootenay Lake, Pine Ridge, along the Duncan River, Meadow Creek, and the Marblehead area. The RDCK Mosquito Control Program uses the methods of Integrated Pest Management (IPM) to provide mosquito control in an effective, safe, and environmentally responsible manner. Last season, 2021, concludes the 4th year of a 5-year contract.

2021 Annual Report

The Mosquito Control Program has been delivered by Morrow BioScience Ltd. (MBL) for 21 seasons. Morrow BioScience prepares year-end reports for the RDCK as part of their contract agreement. Highlights of the 2021 season include:

- The average snowpack in the West Kootenay Basin was 100 percent of normal on the first of April, immediately preceding the onset of the mosquito season.
- The Upper Columbia Basin was 108 percent of normal on the first of April.
- A region-wide warming event within both basins prompted considerable low and mid-elevation snow melt conditions in mid and late-May/early-June, leading to the local peak in Kootenay Lake.
- The heat dome effect that was in place over much of the province in late June led to the depletion of all residual high-elevation snowpack in associated basins, resulting in the local peak of the Duncan River.
- The peak of Kootenay Lake (Queens Bay gauge) occurred on the 5th of June at 532.60 m.
- The official peak for the Duncan River (Below Lardeau River gauge) occurred on 7th of July; 2.914 m.
- The 2021 peaks were lower than those of 2020, resulting in lack of compounded number of floodwater mosquito eggs triggered to hatch.
- One aerial campaign was required to treat floodwater mosquito development habitat on 9th of June.

- Total Aquabac® ground treatments in Meadow Creek were 634 kg (158 ha). Ground treatments were high in Meadow Creek due to the large-scale ground treatment on the 8th of July, made necessary because helicopters were preoccupied with fire control efforts.
- Total Aquabac® ground treatments in Pine Ridge were 11 kg (2.7 ha).
- Total Aquabac® aerial treatments were 1,783 kg (446 ha).
- No concern calls or emails were received by the MBL Mosquito Hotline or the RDCK Hotline in 2021.
- MBL's real-time data management and mapping portal provided RDCK program managers with improved ability to target areas and gave quality control assurance for clients.
- Education outreach pamphlets and media releases might have a greater audience if posted at the community bulletin board in Meadow Creek and/or had exposure through paid media, such as the Pennywise.
- Pest Management Plan Number RDCK-PMP-2021/2026 was successfully submitted to the Province for approval under the *Integrated Pest Management Act*.

Although no interviews specific to the Meadow Creek and Pine Ridge mosquito control program were requested in 2021, a virtual Town Hall meeting was held for in-program residents on May 13, 2021. The Town Hall was attended by MBL Staff, Aimee Watson (Director for Electoral Area D), and RDCK Staff (Todd Johnston and Uli Wolf), and eight residents. Information dispensed included a summary of 2020 mosquito control efforts, discussion of the snowpack and projection for 2021, personal protective tips, and information on receiving treatment alerts and obtaining information from MBL and/or RDCK Staff. The session lasted two hours, and the last hour was used entirely for questions and answers.

2022 Pre-Season Report

The goal of the pre-season report is to present predictions for the 2022 mosquito season based on current environmental conditions and anticipated climate influences.

April snowpack within the West Kootenay and Upper Columbia basins, which contribute to river and lake levels, are an indicator of the potential peak flooding level for the local Duncan River and Kootenay Lake for the season.

Higher-than average regional river and lake levels are expected in 2022 as a result of the regional snowpack, ranging from 118 – 123 percent of normal. Significant local precipitation and/or releases from the Duncan Dam received together with the annual freshet may result in higher than anticipated peaks for both the Duncan River and Kootenay Lake.

Given the potential for another high-water year, MBL is preparing for increased reconnaissance, monitoring, and treating in areas with high concern calls from residents in previous years; site monitoring began in mid-April, as snowmelt sites started showing signs of early melting.

The BC River Forecast Centre prediction for cooler weather anticipated in late-April through early-May may cause a delay in regional snowmelt.

2021-2026 Pest Management Plan Updates

In 2021, the Pest Management Plan (PMP) was due for renewal for the next five year term (2021-2026). Public consultation on the PMP is a requirement by the Province, and the PMP application and relevant information on the Mosquito Control Program, its use of pesticides, and contact information was advertised in print media (the Pennywise); the same information was also shared on the RDCK website and social media (Facebook and Twitter).

The entire 2020 Morrow BioScience report can be viewed in Attachment A.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan: Yes No **Financial Plan Amendment:** Yes No
Debt Bylaw Required: Yes No **Public/Gov't Approvals Required:** Yes No

Mosquito Control Program funding is included in the Environmental Services 2022 budget considerations. The contract agreement between the RDCK and MBL ends December 31, 2022, and as such, Staff need to begin preparations for securing a contract for 2023-2027.

Given the specialized nature of this work, and the long history of excellent service and communications with MBL, Staff recommends that a direct award contract for the 2023-2027 be pursued with MBL. In discussion with MBL, they indicated that RDCK could expect a quote with comparable pricing to the existing contract, with adjustments for the CPI inflation index, as well as for specific operating increases that are driven by higher fuel costs and supply chain influences.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

Mosquito Control Services are provided by Morrow BioSciences Ltd. in accordance with the Ministry of Environment approved Pest Management Plan (PMP 2021-2026).

3.3 Environmental Considerations

N/A

3.4 Social Considerations:

N/A

3.5 Economic Considerations:

None at this time.

3.6 Communication Considerations:

A virtual Town Hall Meeting was offered to the affected residents on the 4th of May of 2022 to discuss the MCP program, its challenges, strategies for the 2022 season. Feedback from the communities was received and noted for future planning.

3.7 Staffing/Departmental Workplace Considerations:

N/A

3.8 Board Strategic Plan/Priorities Considerations:

This service is aligned with the RDCK Strategic objective:
To Excel in Governance and Service Delivery.

SECTION 4: OPTIONS & PROS / CONS

Option 1: That the Board direct Staff to negotiate a five year direct award contract between RDCK and Morrow BioSciences Ltd. for providing the Mosquito Control Program service in a Portion of Electoral Area D (Meadow Creek area) and the Pineridge community for the period of 2023-2027.

PROS:

- Morrow BioSciences Ltd. (MBL) have 21 years experience delivering mosquito control programs to many regions in the province, and have developed a specialized niche in delivering this service;
- MBL have demonstrated an ability to work effectively with RDCK Staff and provide quick responses in an unpredictable and quick-changing environment;

- MBL have the relationships established within the community, local employees and own the proper equipment;
- MBL are based in the Kootenays (Rossland).
- MBL have acquired an extensive understanding of the specific treatment areas, including historical influences of weather patterns, engineered modifications, and initiatives (and associated impacts) with partnering organizations such as BC Hydro and the Nature Trust.

CONS:

- Putting the contract out to tender may result in a less expensive contract.

Option 2: That the Board direct Staff to issue a Request for Proposal for a five year contract to provide the Mosquito Control Program service in a Portion of Electoral Area D (Meadow Creek area) and the Pineridge community in 2023-2027.

PROS:

- A competitive bid may present some cost-effective options for delivering the program.

CONS:

- Staff are not aware of another local company with experience and the assets to deliver a mosquito control program;
- A company based out of a larger urban area will not have the established relationships with the affected community, or the extensive historical knowledge of the treatment areas.

SECTION 5: RECOMMENDATIONS

That the Board direct staff to negotiate a five year direct award contract between RDCK and Morrow BioSciences Ltd. for providing the Mosquito Control Program service in a Portion of Electoral Area D (Meadow Creek area) and the Pineridge community in 2023-2027, and that the results be brought back to the Board of Directors for consideration at the August 17, 2022 Board meeting.

Respectfully submitted,
Todd Johnston – Environmental Coordinator

CONCURRENCE

General Manager of Environmental Services – Uli Wolf
Chief Administrative Officer – Stuart Horn

Approved
Approved

ATTACHMENTS:

Attachment A: Morrow BioScience Ltd. Mosquito Control Program Final Report, 2021

Attachment B: Morrow BioScience Ltd. Mosquito Control Pre-Season Report, 2022

**REGIONAL DISTRICT OF CENTRAL KOOTENAY
MEADOW CREEK AND PINE RIDGE
MOSQUITO CONTROL PROGRAM
2021 YEAR-END REPORT**



Prepared by:
Morrow BioScience Ltd.
info@morrowbioscience.com
1-877-986-3363



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Appendix I. 2021 mosquito larval densities at sample locations throughout Meadow Creek and Pine Ridge

Appendix II. 2021 larval mosquito treatment locations within Meadow Creek and Pine Ridge

Appendix III. 2021 treatment data (kg, ha) by site and date for all ground (A) and aerial (B) treatments

Executive Summary

Morrow BioScience Ltd. (MBL) has now completed the 21st consecutive year as mosquito control contractor for Meadow Creek and Pine Ridge within the Regional District of Central Kootenay (RDCK). The 2021 season concludes the 4th year of a 5-year contract. Mosquito development site knowledge has been acquired in low and high-water years and through early and late freshet seasons. The mosquito control program reduces floodwater and snowmelt mosquito abundance within Meadow Creek and Pine Ridge. Most control activity takes place along the north side of Kootenay Lake, Pine Ridge, along the Duncan River, Meadow Creek, and the Marblehead area.

In April, immediately preceding the mosquito season, the snowpack in the West Kootenay Basin and Upper Columbia basin was 100 and 108 percent of normal, respectively. A regional warming trend in mid-April within the Basins led to low-elevation snowmelt. Secondary warming stints at the in mid-May and late-May/early-June triggered the melting of the rest of the mid-elevation and some high-elevation snowpack. Much of this snowmelt was likely attenuated by the Duncan Dam. This melting event resulted in the Kootenay Lake peak on 5 June at 532.602 m. The late June record-breaking heat experienced throughout much of the province resulted in the quick and complete depletion of all remaining snow. This heat event also led to the Duncan River peak (7 July; 2.914 m). Regional precipitation accumulation was lower than average from April – July and, thus, likely did not measurably augment regional river levels during their peaks. August precipitation accumulation was higher-than-average and may have contributed to local container mosquito development. Due to lower River and Lake levels in 2021 than in 2020, mosquito egg abundance was not compounded and led to moderate hatching events in 2021. No known sites were missed in 2021. One new site was added in Meadow Creek. No calls or emails were received with regard to the Meadow Creek and Pine Ridge mosquito control program in 2021. No human cases of West Nile virus or Zika virus were reported by the BCCDC in 2021.

Between 19 May and 8 July, a total of approximately 607 hectares was treated by ground and helicopter within Meadow Creek and Pine Ridge. This total is approximately 125 ha lower than the total of hectares treated in 2020. Treatment efficacy was assessed as high. One aerial events targeted floodwater mosquito development sites associated with the Kootenay Lake and Duncan River flood plains. A real-time monitoring and treatment data dashboard was provided to the RDCK program manager. The dashboard enables the program manager to view up-to-date treatment information and ensure quality control.

Communications with residents remains a priority for MBL. Although no interviews specific to the Meadow Creek and Pine Ridge mosquito control program were requested in 2021, on 13 May a virtual town hall was held for in-program residents. Information dispensed included a summary of 2020 mosquito control efforts, discussion of the snowpack and projection for 2021, and personal protective tips. Additionally, a media release was published on various local websites and social media platforms on 7 June, following approval by RDCK program managers. The reach of social media posts

continues to increase annually, meaning that more residents around Meadow Creek and Pine Ridge are aware of mosquito abatement efforts.

Season Highlights

- The average snowpack in the West Kootenay Basin was 100 percent of normal on 1 April, immediately preceding the onset of the mosquito season.
- The Upper Columbia Basin was 108 percent of normal on 1 April.
- A region-wide warming event within both basins prompted considerable low and mid-elevation snow melt conditions in mid and late-May/early-June, leading to the local peak in Kootenay Lake.
- The heat dome effect that was in place over much of the province in late June led to the depletion of all residual high-elevation snowpack in associated basins, resulting in the local peak of the Duncan River.
- The peak of Kootenay Lake (Queens Bay gauge) occurred on 5 June at 532.602 m.
- The official peak for the Duncan River (Below Lardeau River gauge) occurred on 7 July; 2.914 m.
- The 2021 peaks were lower than those of 2020, resulting in lack of compounded number of floodwater mosquito eggs triggered to hatch.
- One aerial campaigns was required to treat floodwater mosquito development habitat on 9 June.
- Total Aquabac® ground treatments in Meadow Creek were 634 kg (158 ha). Ground treatments were high in Meadow Creek due to the large-scale ground treatment on 8 July, made necessary because helicopters were preoccupied with fire control efforts.
- Total Aquabac® ground treatments in Pine Ridge were 11 kg (2.7 ha).
- Total Aquabac® aerial treatments were 1,783 kg (446 ha).
- No concern calls or emails were received by the MBL Mosquito Hotline or the RDCK Hotline in 2021.
- MBL's real-time data management and mapping portal provided RDCK program managers with improved ability to target areas and gave quality control assurance for clients.
- Education outreach pamphlets and media releases might have a greater audience if posted at the community bulletin board in Meadow Creek and submitted to the Penny Wise.

Introduction

Morrow BioScience Ltd. (MBL) is the longest-operating mosquito control firm in British Columbia, having conducted mosquito control in this province for nearly four decades. MBL has been the mosquito control providers for Meadow Creek and Pine Ridge within the Regional District of Central Kootenay (RDCK) since 2000. In 2018, MBL started a renewed five (5) year contract; this season – 2021 – is the fourth year of the contract.

The considerable mosquito habitat, program reach, and interannual regional river and lake peak variations, and influence of the Duncan Dam makes the Meadow Creek and Pine Ridge mosquito control program complex. However, throughout over two decades, MBL staff has acquired thorough knowledge of the program regarding site locations and effective treatment timing. In addition to the knowledge base, numerous improvements have been made to the program since its inception, including: intensive site survey along Duncan River and Kootenay Lake floodplains, identification of new mosquito development sites, the addition of a real-time data collection and review portal, increased public engagement both through social media and in-person events, and improved environmental awareness through annual carbon offset purchases. MBL's goal is to continue to provide effective mosquito control to the Meadow Creek and Pine Ridge residents, while remaining socially and environmentally responsible.

Carbon Offsets

The spatial reach of the Meadow Creek and Pine Ridge mosquito control program is such that driving is an inevitable requirement. The accumulated mileage over the course of 2021 was approximately 9,700 km (ground transportation only).

As an estimation, the driving requirements for this program result in the production of approximately 2.22 tonnes of CO₂ emissions. To offset this addition of CO₂ to the environment, MBL has committed to purchasing carbon offsets. To fulfill this commitment, carbon offsets are purchased through the West Kootenay EcoSociety¹. When the carbon offsets are purchased, a proof of purchase and certificate from the offset provider will be delivered to the RDCK.

Methodology

The primary targets of the Meadow Creek and Pine Ridge mosquito control program are floodwater mosquito larvae. Unlike container mosquitoes (e.g., *Culex pipiens*), female floodwater mosquitoes (e.g., *Aedes vexans*, *Ae. sticticus*) deposit their eggs on damp substrate. Within the Meadow Creek, floodwater mosquito development sites primarily exist along the flooding corridors of the Duncan River (below the Lardeau River) and Kootenay Lake, including associated seepage sites. Within Pine Ridge, mosquito development sites primarily exist within sloughs and snowmelt sites. When water floods

¹ <https://www.ecosociety.ca>
www.morrowbioscience.com

these sites, due to the freshet and/or significant localized precipitation, the result is large-scale floodwater mosquito egg hatching (Image 1). If numerous seasons have passed between high-water years, then high river levels may trigger a compounded number of mosquito eggs to hatch.

The secondary target of the Meadow Creek and Pine Ridge mosquito program is snowmelt mosquitoes. Snowmelt mosquitoes hatch early in the spring (i.e., March – early May) within the area. Snowmelt mosquito habitat consists of smaller depressions in the landscape where snowmelt mosquito eggs were laid the previous summer. The smaller depressions collect water in the fall and freeze. Just as the site begins to thaw, snowmelt mosquito eggs hatch. These species typically hatch early to ensure their development habitat remains wet from hatching to emergence and also to reduce inter-species habitat competition as they



Image 1. Standard dip (350 ml) from mosquito development site showing 3rd instar mosquito larvae (2021)

develop (Clements 1992). Certain snowmelt mosquito species begin to hatch at a water temperature of approximately 4°C and can complete development to adult emergence at 10°C (Clements 1992). Snowmelt mosquito development sites are mainly located along the mountain benches within Meadow Creek.

MBL field technicians begin monitoring all known mosquito development sites within Meadow Creek and Pine Ridge early in the spring as ambient temperatures began to cause localized snowmelt. Monitoring is increased and extended to floodwater mosquito development sites with the rising local Duncan River and Kootenay Lake levels in the spring. Mosquito development sites are adaptively managed, meaning that the regional river and lake levels and local temperatures largely dictate how frequently sites are visited, as opposed to a prescribed monitoring schedule. At the height of the mosquito season, MBL staff may monitor highly productive sites multiple times a week. Adaptive management techniques allow MBL staff to most accurately time treatments, if necessary. Prescribed monitoring methods increase the risk of missing optimal treatment windows due to accelerated mosquito development rates with rising temperatures (Read and Moon 1996). Hence, as regional river and lake levels and ambient temperatures begin to rise consistently, monitoring efforts increase.

Larval mosquitoes in sufficient number (i.e., >4/dip) are treated by ground applications of the microbial larvicide product Aquabac®. This product has the active ingredient *Bacillus thuringiensis israelensis* (Bti), which is carried in a corncob formulation. The mode of action for Bti inherently includes a high degree of species selectivity. Receptors within the mid-gut region of the mosquito larvae are specific to the toxin proteins that are produced alongside each bacterial spore. After the mosquito larvae ingest the toxin protein, it causes considerable damage to the larval gut wall and quickly results in death (Boisvert and Boisvert 2000).

As the season progresses and more mosquito development sites become flooded, it becomes increasingly difficult to treat sites by ground due to inaccessibility and concurrent site activation. At this point, a helicopter is used to conduct aerial treatments. Aerial campaigns use the same pesticide as ground applications, although sometimes with a higher application rate to permeate canopy cover in high-water years. High water years may require 2-day aerial treatment campaigns, due mostly to the level of flooding involvement associated with the Duncan River and Kootenay Lake foreshore sites.

It is important to time treatments according to the correct stage of larval development (i.e., 3rd and 4th instar). If treatments are applied too early, the larvae will not have advanced to their highest feeding rate yet and if applied too late, the larvae molt into pupae (i.e., non-feeding stage). Both circumstances may result in the development of adult mosquitoes. Additionally, by waiting until mosquito larvae are in the 3rd and early 4th instar stages, early instar larvae are available as food sources within the ecosystem.

Environmental Conditions

The three primary environmental conditions that affect Duncan River (River) and Kootenay Lake (Lake) levels throughout the mosquito season (i.e., April – August) are: 1) ambient temperature in the West Kootenay Basin and Upper Columbia Basin, contributing to the River and Lake, 2) snowpack in the West Kootenay Basin and Upper Columbia Basin, and 3) local precipitation. Local ambient temperature is also of interest due primarily to the effect local ambient temperature can have on mosquito egg hatching and development rates. As such, all noted conditions are tracked throughout the season.

Snowpack

Floodwater mosquito abundance within Meadow Creek is primarily governed by regional Duncan River (Below Lardeau River gauge; 08NH118) and Kootenay Lake (Queens Bay gauge; 08NH064) water levels. In turn, the water levels of those systems are largely determined by the freshet released from the West Kootenay Basin and, to a lesser degree, the Upper Columbia Basin. When snowpack exceeds 100 percent of normal, higher-than-average Duncan River and Kootenay Lake levels are expected during the mosquito season. Duncan Dam freshet attenuation dampens and alters the normal Duncan River level trend.

The West Kootenay Basin was 100 percent of normal and the Upper Columbia Basin was 108 percent of normal at the start of the mosquito monitoring season². Both basins received additional snow in the early half of April. The augmentation of the snowpack at that time resulted in peak Snow Water Equivalent (SWE) values for numerous areas of both basins in early April. A ridge of high-pressure settled over much of the province from 14-18 April and led to unseasonably warm ambient temperatures and some low-elevation snowmelt toward the end of the month³.

The weather in May was generally stable and the West Kootenay and Upper Columbia Basin snowpack depletion began in mid-May. Continued warm weather in early June resulted in the further depletion of all middle-elevation and some high-elevation snow within both basins. A brief stint of cool weather slowed the regional snowmelt in mid-June. The 15 June Snow Survey and Water Supply Bulletin note that the average snowpack within the West Kootenay Basin and Upper Columbia Basin was 78 and 133 percent of normal, respectively⁴. The River Forecast Centre suggested cautious interpretation of the reported percentage. However, the considerably high ‘percent of normal’ snowpack remaining as of 15 June in the Upper Columbia Basin reflected the rarity of late-season snowpack persistence. Record-setting heat was recorded for much of the province in late June. The heat dome effect resulted in the quick and complete depletion of all high-elevation snow in both basins by late June.

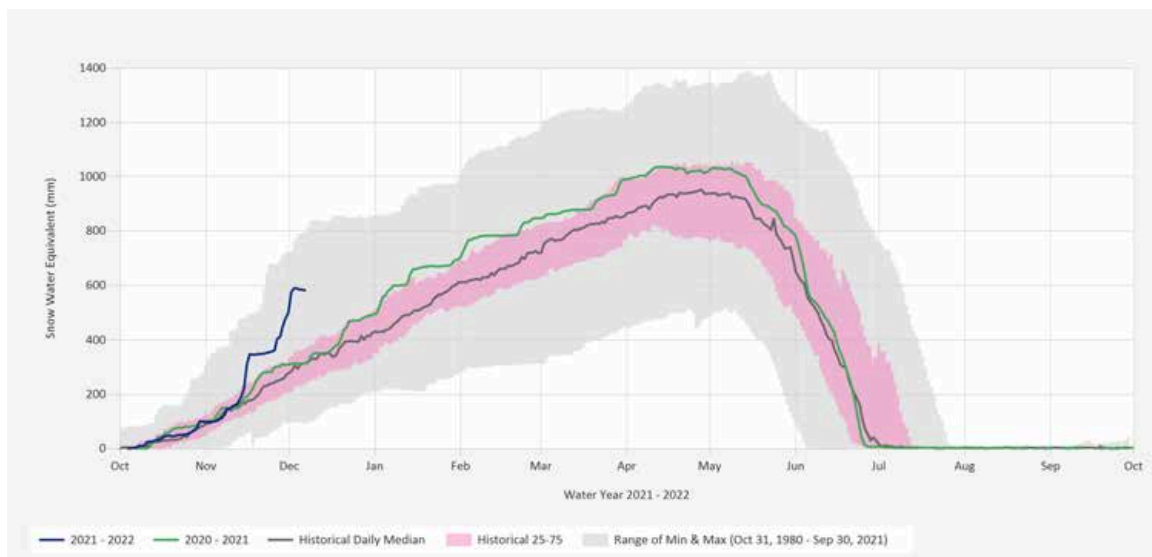


Figure 1. Snow Water Equivalent (SWE; mm) data from the East Creek snow survey (station ID: 2D08P) within the West Kootenay Basin (2020-2021 data represented by green line).

The East Creek snow survey station (ID: 2D08P) is upstream of the program purview (Figure 1). It serves as a representative site for the regional snowmelt trajectory. The Snow Survey data show a brief melting stint occurred toward the end of April⁵. It also shows the

² https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/river-forecast/2021_apr1.pdf

³ https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/river-forecast/2021_may1.pdf

⁴ https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/river-forecast/2021_june15.pdf

⁵ <https://www2.gov.bc.ca/gov/content/environment/air-land-water/water/water-science-data/water-data-tools/snow-survey-data>

first measurable melting trend in mid-May, with the lower and middle-elevation SWE dropping significantly. The data show the impact of the heat dome in late June, resulting in the depletion of the East Creek station's snowpack by the end of June (Figure 1). Other snow survey stations throughout the West Kootenay and Upper Columbia Basin show similar trends⁶. Thus, by early July any fluctuations in the regional Duncan River and Kootenay Lake levels were likely not due to regional snowmelt contributions.

Local Precipitation

Extensive temporally and spatially-concentrated precipitation accumulation may elevate regional Duncan River levels. Local precipitation can also temporarily augment seepage site levels, where floodwater mosquito development habitat is located. Tracking local precipitation accumulation can aid MBL field staff in determining when mosquito sites become active and how long sites may require management. The Nelson Rixen Creek weather station (ID: 114EMDM) provides weather information allowing for interannual comparison of environmental conditions. This comparison facilitates some level of prediction regarding larval mosquito hatching and treatment timing requirements. When more than average precipitation is received within peak hatching months, seepage site levels may be higher or sustained for longer. Both scenarios may lead to additional floodwater mosquito egg hatches.

Precipitation accumulation recorded at the Nelson Rixen Creek weather station from April through July was lower than average (Figure 2). This is consistent with the frequent high-pressure weather systems noted within the province during that period. Precipitation accumulation received in those months ranged from 21-43 mm lower than the monthly averages (Figure 2). Given the relatively low amount of local precipitation during the height of the freshet, it is unlikely that precipitation augmented the Duncan River and Kootenay Lake levels or associated seepage sites in those months. Operationally, the relatively low amount of local precipitation received during the height of the freshet season meant that MBL staff did not have additional site areas to monitor beyond those created by the freshet.

⁶ <https://governmentofbc.maps.arcgis.com/apps/webappviewer/index.html?id=c15768bf73494f5da04b1aac6793bd2e>
www.morrowbioscience.com

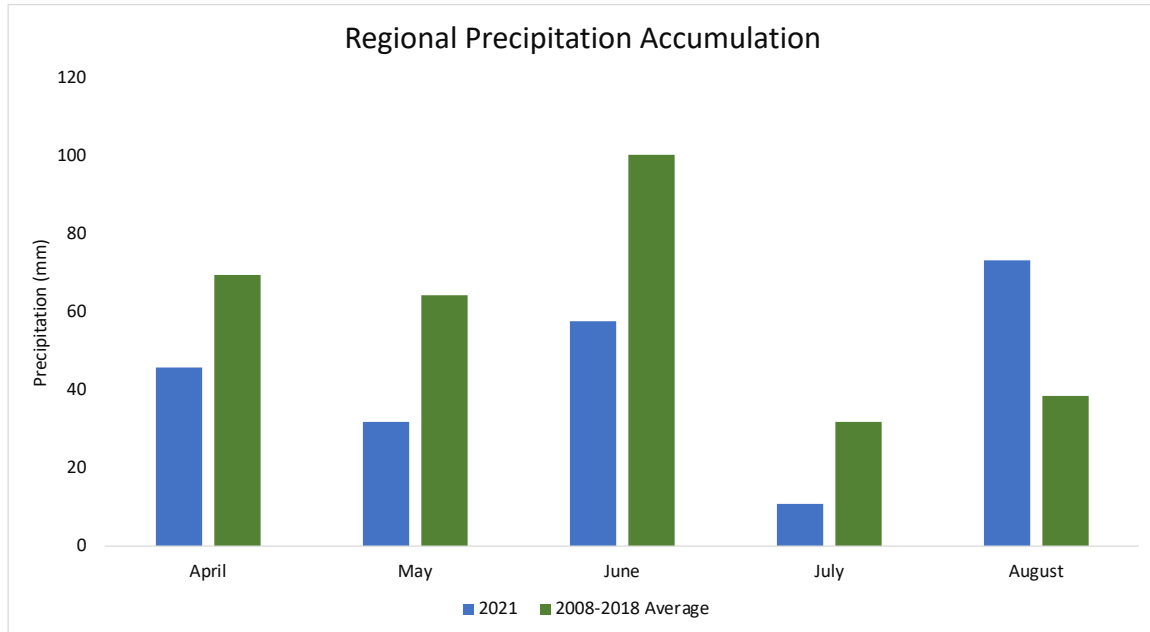


Figure 2. Precipitation values (rainfall and snow accumulation; mm) recorded at the Nelson Rixen weather gauge (ID: 114EMDM) for 01 April – 31 August 2021 (blue) and average station precipitation values (2008-2018; green).

Considerable and above-average precipitation was recorded in August (Figure 2). The majority of precipitation was received in the latter half of August. At that point, precipitation was of little consequence to the regional river and lake levels and associated mosquito development sites because the univoltine floodwater mosquito species had already hatched and/or floodwater mosquito development habitat had been reduced. However, it's possible that precipitation received in August did create habitat for container mosquito hatching. Thus, adult mosquito presence toward the end of the season was likely due to container mosquito hatches, not floodwater mosquito species in most areas.

Local Ambient Temperature

From April through August, local ambient temperature fluctuations can affect mosquito egg hatching, larval development rates, and adult dispersal rates. In the early portion of the season, ambient temperatures strongly influence sites that are shallow, relatively stagnant, and land-locked, such as snowmelt sites. Often, the most productive snowmelt sites are ephemeral (Becker et al. 2010). Snowmelt mosquitoes are able to hatch under relatively cool temperature conditions. Floodwater mosquitoes require warmer temperatures and reduced dissolved oxygen content as environmental triggers for hatching. As such, ambient temperature and associated dissolved oxygen levels help dictate earlier season (e.g., April/May) snowmelt mosquito egg hatching events and later season (e.g., May/June/July) floodwater mosquito egg hatching events (Mohammad and Chadee 2011).

Ambient temperature, both locally and within the contributing snow basins, is an important variable to track. Local ambient temperature fluctuations from April through August can affect mosquito egg hatching, larval development rates, adult dispersal, and adult survival in the Meadow Creek and Pine Ridge region. Ambient temperature within the West

Kootenay Basin and Upper Columbia Basin dictates the commencement and often the intensity of the freshet.

West Kootenay and Upper Columbia Basin Temperatures

Ambient temperatures for April were generally normal within the West Kootenay Basin and Upper Columbia Basin. The 1 May Snow Survey and Water Supply Bulletin⁷ noted that temperatures averaged between -2°C to +2°C for the month. This normal range was recorded despite the ridge of high pressure from 14-18 April that resulted in low-elevation and some middle-elevation snowmelt.

Ambient temperatures in May within both basins were considered slightly above normal in comparison to monthly averages⁸. Warming and cooling events both occurred during the month. Notable warming stints took place in mid and late-May/early June, resulting in melting events in both basins. The late-May/early-June melting event ultimately led to the seasonal peak levels for Kootenay Lake in early-June.

Weather within much of the province during the first week of June was dominated by a high-pressure system⁹. The following low-pressure system present slowed the high elevations snowmelt within both basins. However, a strong high-pressure ridge was in place over most of the province in the latter half of June. The heat dome effect resulted in the shattering of many high-temperature records within the province and led to the depletion of high-elevation snowpack within the West Kootenay Basin and Upper Columbia Basin. The pulse of water from that melting event led to the official peak in the regional Duncan River in early July. Temperature data are consistent with 2021 automated snow station data depicting snowmelt points correlating with regional ambient temperature spikes¹⁰.

Local Temperatures

If the ground proximate to the Duncan River and the Kootenay Lake contains floodwater mosquito eggs and if hatching conditions are present (i.e., low dissolved oxygen, higher ambient temperatures), then floodwater mosquito egg hatching will commence (Mohammad and Chadee 2011). Thus, local ambient temperature is a predictive tool when gauging floodwater egg hatch commencement. Local ambient temperature data are acquired from the Nelson Rixen Creek weather station (ID: 114EMDM)

To illustrate the effect of ambient temperature on mosquito developmental benchmarks, Trpis and Horsfall (1969) exposed submerged eggs of a regionally common floodwater mosquito species, *Aedes sticticus*, to various constant air temperatures and recorded

⁷ https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/river-forecast/2021_may1.pdf

⁸ https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/river-forecast/2021_june1.pdf

⁹ https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/river-forecast/2021_june15.pdf

¹⁰ <https://www2.gov.bc.ca/gov/content/environment/air-land-water/water/water-science-data/water-data-tools/snow-survey-data/automated-snow-weather-station-data>

hatching success. Results revealed that eggs began to hatch at 8°C, although larval development was slow and survivorship was low. Eggs held at 21°C provided the optimal temperature, of the five temperatures tested, for hatching and larval development (Figure 3). While *Ae. sticticus* is not the sole floodwater species present in Meadow Creek and Pine Ridge, it is frequently caught in regional adult mosquito traps and serves as a representative species for control purposes.

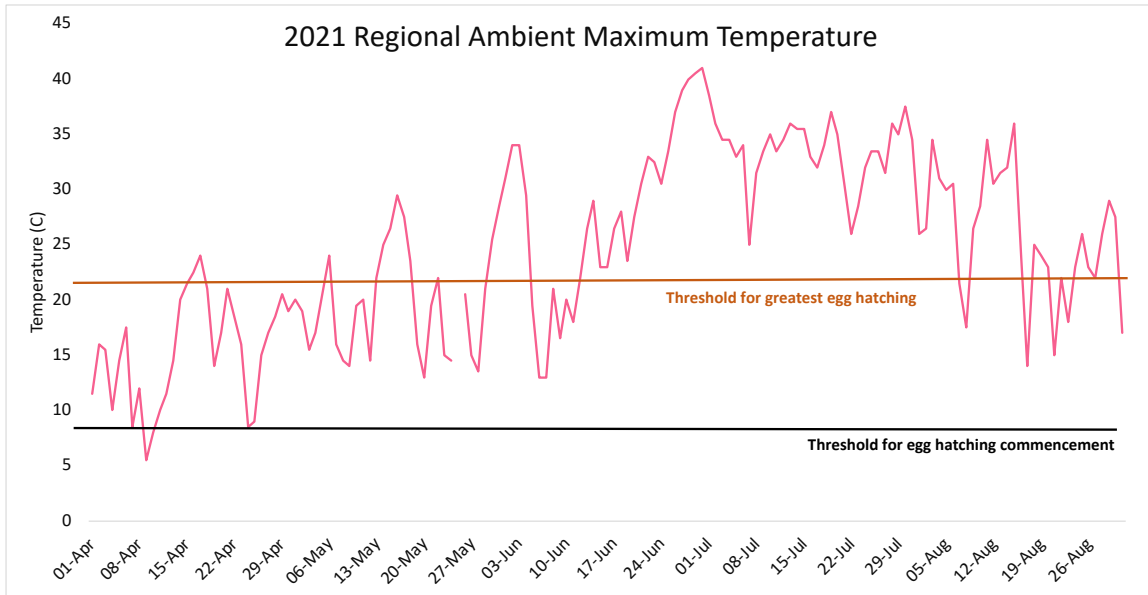


Figure 3. Maximum daily ambient temperatures (C) as recorded at the Nelson Rixen Weather Station (ID: 114EMDM) 01 April – 31 August 2021. Lower black line illustrates threshold at which *Ae. sticticus* eggs can commence hatching; upper orange line illustrates threshold at which most *Ae. sticticus* eggs hatch.

Snowmelt mosquito eggs hatch earlier than floodwater mosquito eggs. Certain snowmelt mosquito species begin to hatch at a water temperature of approximately 4°C and can complete development to adult emergence at 10°C (Kardatzke 1979, Clements 1992). Thus, snowmelt mosquito eggs laid along the mountain bench area were triggered to hatch in April as sites began to show initial melting (Figure 3). Of note, Figure 3 shows ambient temperature, not water temperature. The delay in realized water temperature is likely a few days in relatively small, shallow sites, such as the majority of snowmelt-influenced sites found in along the mountain benches in Meadow Creek.

April ambient temperatures were also sufficient to trigger floodwater mosquito egg hatching events if the eggs were exposed to flooding conditions (Figure 3). The displayed daily maximum ambient temperature thresholds are meant to conservatively depict the earliest point at which mosquito egg hatching may occur. Mosquito egg development at that time of the season would have likely been slow and hatching success low. While temperatures in mid-April briefly surpassed the threshold for a high rate of mosquito egg hatching and survivorship, the regional river and lake levels were low and, thus, most floodwater mosquito eggs were likely not exposed to water.

Local ambient temperatures in mid and late-May were relatively warmer and more favourable for larval development conditions of floodwater mosquitoes (Figure 3). Accordingly, floodwater mosquito hatching and larval development rates increased significantly within those months. Ambient temperature decreased around 7 June, slowing floodwater mosquito larval development. Ambient temperatures rebounded in mid-June and significantly increased in late June as the heat dome settled over most of the province. The heat dome facilitated further mosquito hatching and increased larval development rates. Because numerous floodwater development sites were at peak levels, the need to treat mosquito larvae in June and July was directly associated with ambient temperature.

Warmer-than-average ambient temperatures were documented from the latter half of June through mid-August. As regional river levels were also high within this timeframe, considerable mosquito eggs were exposed to ideal environmental hatching cues, resulting in the need for large-scale treatment events. By mid-August, the Duncan River and Kootenay Lake levels were receding and ambient temperature was no longer directly related to floodwater larval mosquito abundance and treatments.

As August progressed, localized annoyance due to container mosquito presence may have occurred. Container mosquito habitats near residential homes can be created throughout the summer whenever water presence is coupled with high ambient temperatures. MBL technicians regularly inform residents that adult container-bred mosquitoes can be reduced around homes by ensuring container mosquito environments are either free of water or refreshed frequently.

River and Lake Levels

Within the Meadow Creek area, floodwater mosquito development sites primarily exist along the flooding corridor of the Duncan River (Below Lardeau River gauge, ID: 08NH118) and Kootenay Lake (Queens Bay gauge, ID:08NH064), including associated seepage sites. The presence of cool water is a hatching cue and, thus, tracking regional river and lake levels provides predictive capabilities with regards to floodwater mosquito hatching and larval development.

The Duncan River levels increased in late April due to the first small pulse of the freshet from the West Kootenay Basin and, to a lesser extent, from the Upper Columbia Basin. Warming and cooling stints occurred throughout May, resulting in fluctuating freshet input to the regional River and Lake systems. A provincial warming trend in late-May and early-June led to the Kootenay Lake peak on 5 June at 532.602 m (Figure 4). The quick and complete depletion of West Kootenay Basin and Upper Columbia Basin snowpack in late-June/early-July led to the peak in the regional Duncan River on 7 July at 2.914 m (Figure 4).

Internally QA/QC'd Duncan Dam daily discharge data were not supplied by BCHydro in 2021. However, previous data show that there are usually two large discharges during the mosquito season. Typically, the Duncan Dam attenuates the freshet in the early part of the

season, has a discharge event in late-April/early May, attenuates the peak of the freshet, and has a final discharge event in late-July/early-August. If that same trend continued in 2021, the Duncan Dam likely had a discharge event in late April and the first week of August. It is unlikely that the peak of the Duncan River and Kootenay Lake were attributed to discharge events in 2021, based on the historical trend data and the data trendlines.

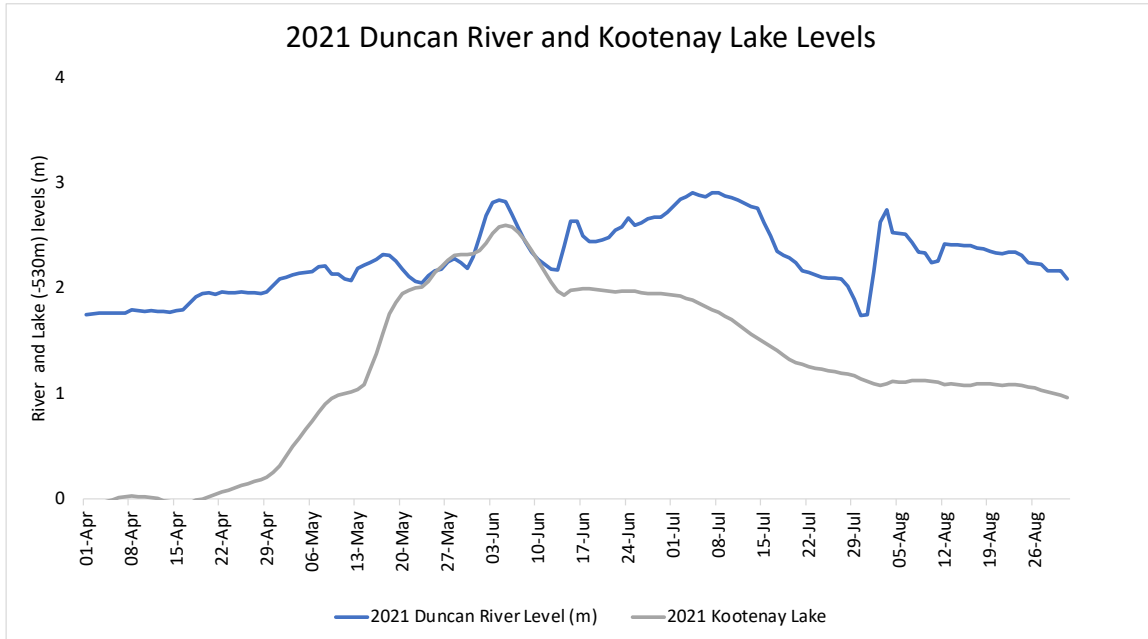


Figure 4. 2021 water levels (m) as recorded for the Duncan River (Below Lardeau gauge, 08NH118; Blue) and Kootenay Lake (Queens Bay gauge, 08NH064; grey). Note that 530 is subtracted from Kootenay Lake levels for ease of trend comparison.

Regional River and Lake peaks relative to those of recent seasons is a predictive variable that may help explain an associated year's larval abundance. If the current year's regional River or Lake levels far exceed those of preceding seasons, mosquito eggs laid between the high-water mark of both years could have remained dormant until current-year flood waters trigger their hatching. Figure 5 shows the Duncan River's levels since 2019. Figure 6 shows Kootenay Lake levels since 2019. While the 2021 season was considered a moderate-water year, the 2021 peak of the local Duncan River was 0.04 m lower than the 2020 peak, (Figure 5). The 2021 peak of the local Kootenay Lake was approximately 0.82 m lower than the 2020 peak (Figure 6). Given the relative peak water levels between 2020 and 2021, it is unlikely that the 2021 peak levels triggered dormant eggs to hatch. As such, an average larval abundance was noted in 2021.

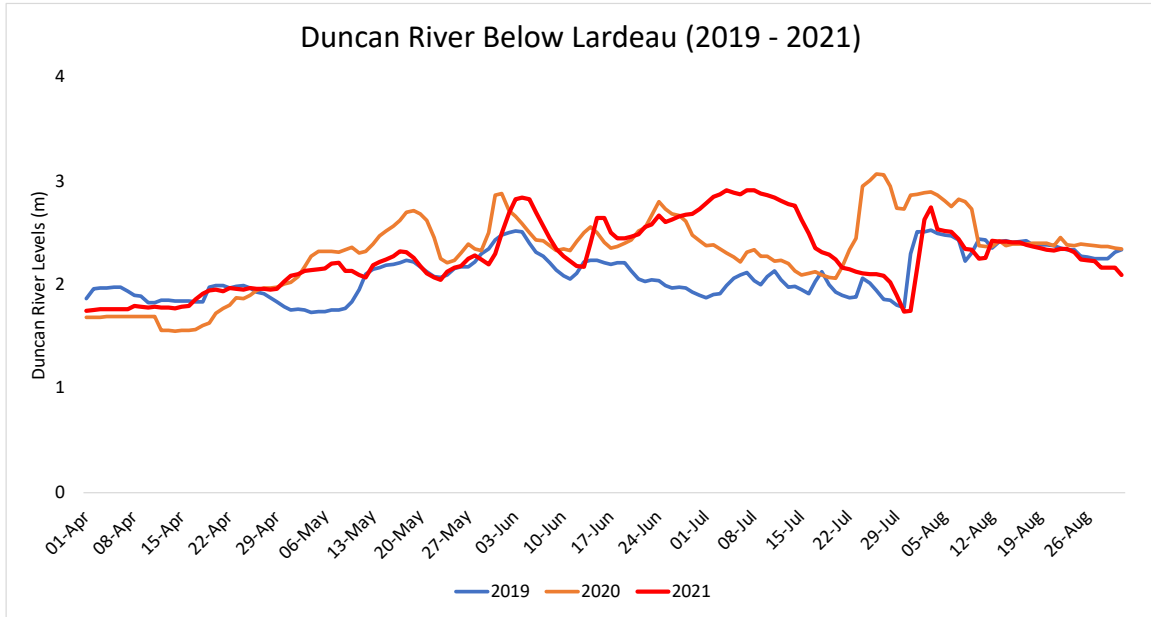


Figure 5. 2021 river levels (m) as recorded at the Duncan River (Below Lardeau gauge, 08NH118; red) with recent River levels, as reported by the River Forecast Centre (01 April – 31 August).

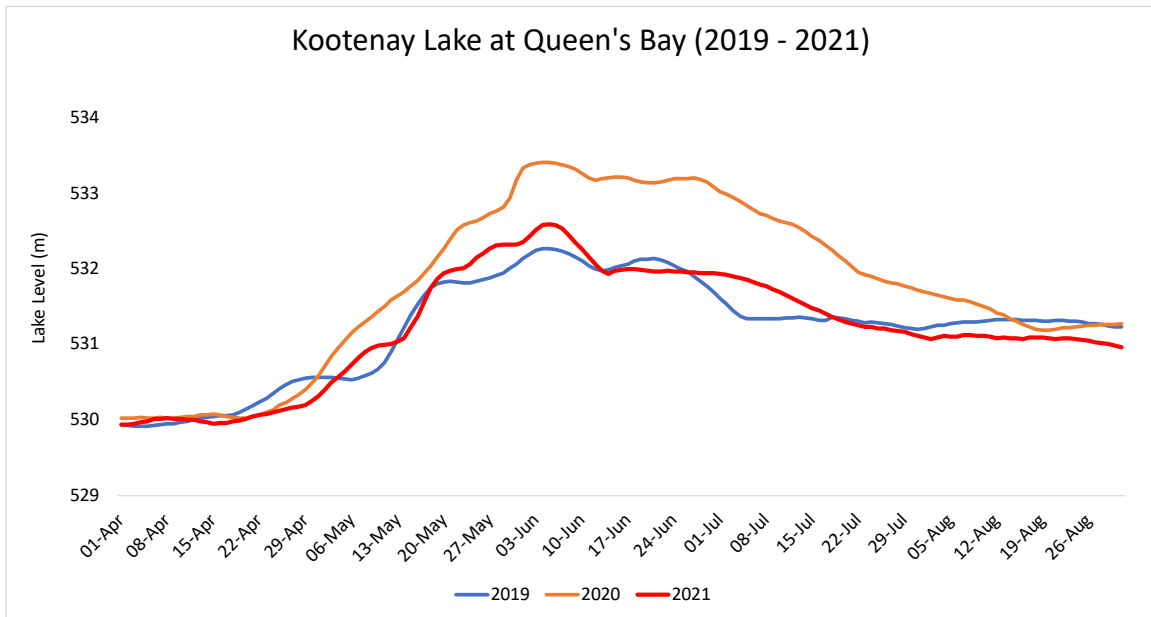


Figure 6. 2021 Kootenay Lake levels (m) as recorded at Queens Bay gauge (08NH064; red) with recent Lake levels, as reported by the River Forecast Centre (01 April – 31 August).

In the prime floodwater mosquito development period (i.e., April – June), both the Duncan River and Kootenay Lake rose at normal daily rates. When the water levels rise in this manner, floodwater mosquito eggs laid on substrates at various levels have optimal environmental hatching cues. When River and Lake levels rise at high rates in the early portion of the season, the typically cool, highly oxygenated water moving through the system makes it more challenging for mosquito eggs to hatch. In late-July, the Duncan River experienced a spike in water level. Although unverified, it is likely that this spike was due to discharge from the Duncan Dam (Figures 4, 5). This peak did not exceed the initial peak. Thus, there was no additional mosquito larval activity.

By early July 2021, the West Kootenay Basin and Upper Columbia Basin were largely depleted of snow¹¹. This depletion corresponds with a marked decline in both the Duncan River and Kootenay Lake water levels by mid-July (Figures 4, 5, 6). Duncan River levels decreased into August following the pulse of discharge from the Duncan Dam.

Larval Control

Monitoring within Meadow Creek and Pine Ridge began in late March, as snowmelt mosquito development sites first revealed signs of melting. Appendix I shows a map of average larval densities found throughout the 2021 season. Larval abundance is assessed in the field using a system of ranges (0, 1-4, 5-49, 50+) for early and late instar mosquito larvae. In order to transfer these data to a map (Appendix I), data are ultimately summarized and assigned to a hexbin representing an area of 21.65 ha.

Only wet sites were included in the analysis. An intensity value representing the relative number and life stage of the larvae are assigned to each single sample. For each sample, late instar larvae ranges are weighted more heavily than early instar larvae ranges to indicate targeted life stage and treatment urgency. In this way, each sample is assigned an intensity value from 0 to 1. All sample intensity values are then averaged by hexbin. Thus, each hexbin is also assigned an average intensity value from 0-1. The intensity value thresholds within Appendix I denoting ‘low’, ‘moderate’, ‘high’, and ‘very high’ were assigned based on biological significance and operational urgency. Consistently, the areas with highest recorded larval abundance amongst known sites are along the Duncan River, Meadow Creek, and Marblehead (Appendix I).

Hexbins are used to aggregate point data, making general data trends visible at large scales. The primary drawback and disclaimer to hexbin analysis is that generalizations must be made. In general, hexbins denoted as ‘None Detected’ (i.e. white) or ‘Low’ (i.e. light sandy colour) indicate the average sample contained < 5 larval mosquitoes per dip. In most cases, hexbins with a moderate frequency (0.2875 - 0.525 intensity value; light orange colour) or greater indicate those which had an average of > 5 mosquito larvae per dip. Hexbins can contain one or greater sample points, may contain sample points that lie directly on hexbin borders, or contain treatment area associated with a point that is officially housed within a neighbouring hexbin; each of these circumstances may create skewed results.

The first ground treatment in Meadow Creek occurred on 19 May (Figure 7). Treatments conducted in the early portion of the season took place at snowmelt sites. Treatments focused around the peak of the Duncan River and Kootenay Lake took place at floodwater-associated sites from late-May onward. The significant ground treatment that occurred on 8 July included the 90-Acre Swamp in Meadow Creek, upper Duncan Dam area, and the Marblehead region. Under normal circumstances an aerial would have been required to treat these large areas. However, all helicopters were occupied with fire control contracts during that time of the season, so MBL amassed a 5-person team to conduct the large-scale ground treatment. Ground treatments in Pine Ridge took place between 26 May and 2 June

¹¹ <http://bcrcfbc.env.gov.bc.ca/data/asp/realtime/>
www.morrowbioscience.com

(Figure 8). Ground treatments in Pine Ridge were associated with the ambient temperature spike in late-May/early-June.

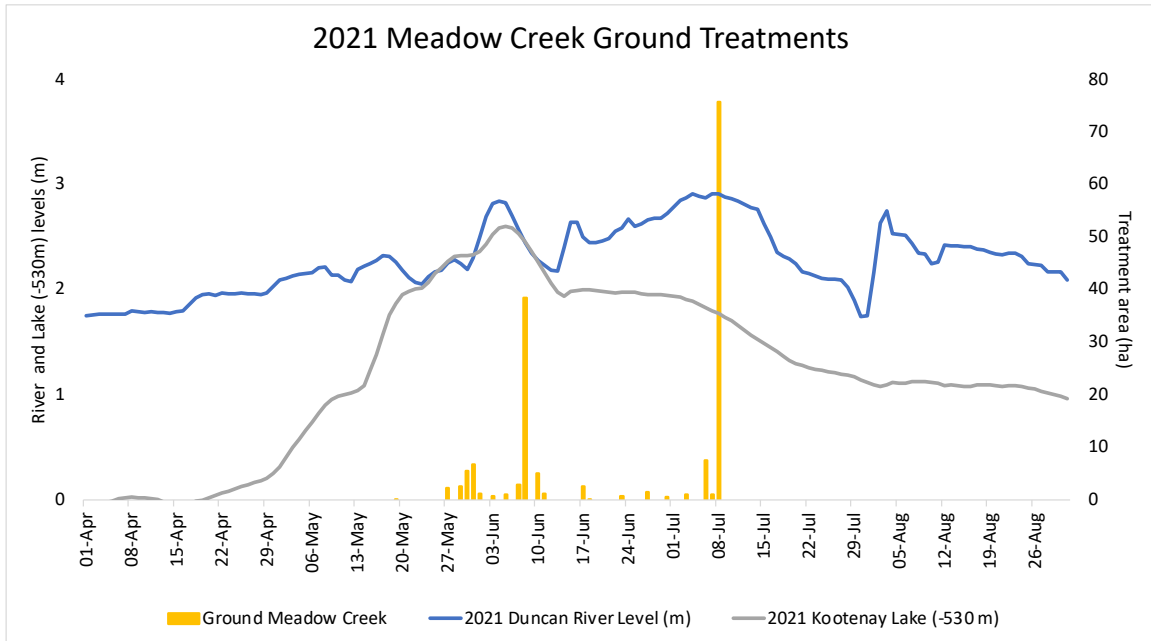


Figure 7. Duncan River levels (m; Below Lardeau gauge) and Kootenay Lake (m; Queens Bay gauge) with total mosquito development area treated by ground (ha) from 1 April – 31 August 2021 for Meadow Creek. Note ground treatments (ha) are recorded on the alternate y-axis.

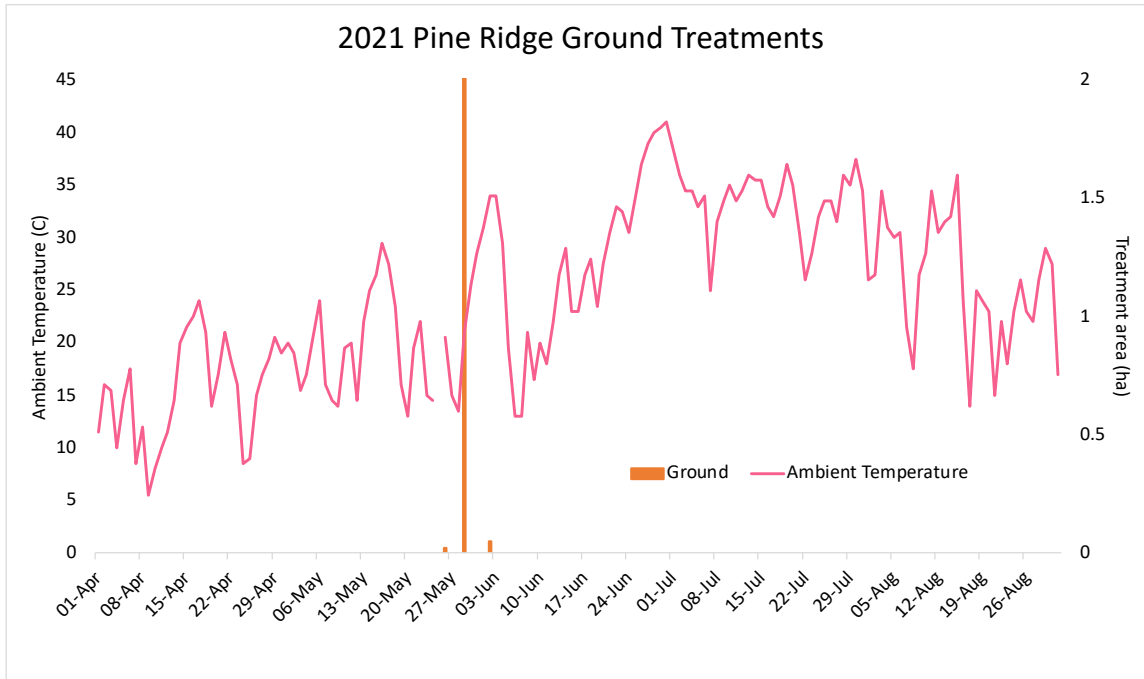


Figure 8. Daily high ambient temperature (C°; Nelson Rixen weather station) with total mosquito development area treated by ground (ha) from 1 April – 31 August 2021 for Pine Ridge. Note ground treatments (ha) are recorded on the alternate y-axis.

Relative to the 2020 season, mosquito habitat was reduced in 2021 due to moderate regional snowpack, leading to moderate Duncan River and Kootenay Lake levels. The peaks in the Duncan River and Kootenay Lake occurred during a period of high ambient temperatures which created ideal mosquito hatching environments. River and Lake levels started to recede in mid-July, although a late-season input of water in early August. Because all regional snow had been depleted and precipitation accumulation was not significant enough to cause water levels to increase as much as they did, it is likely that water was discharged from the Duncan Dam during that period. The late-season input did not cause the Duncan River to exceed the early July peak, however, so no new floodwater sites were activated along the River. The final ground treatment took place on 8 July (Figure 7; Table 1).

Table 1. 2021 treated area (ha) by method (i.e., ground vs. aerial) and month from April – August for Meadow Creek.

	April	May	June	July	August
Ground (ha)	0	17.0	56.1	341.2	0
Aerial (ha)	0	0	445.9	0	0
TOTAL	0	17.0	502.0	341.2	0

Treatments in Pine Ridge are relatively low in comparison to those required in Meadow Creek. The reduction in floodwater mosquito habitat and lower number of snowmelt mosquito development sites creates a reduced need for treatment. This season resulted in a

lower than normal treatment requirement due to the moderate regional snowpack (Table 2). No known sites were missed and no new sites were identified in Pine Ridge, although one new site was identified in Meadow Creek.

Table 2. 2021 treated area (ha) by method (i.e., ground vs. aerial) and month from April – August for Pine Ridge.

	April	May	June	July	August
Ground (ha)	0	2.64	0.05	0	0
Aerial (ha)	0	0	0	0	0
TOTAL	1.8	3.8	0	0	0

Appendix II is a map depicting where and how frequently treatments took place in 2021. In certain cases, hexbins denoted as ‘Non-Detected’ or ‘Low’ do have treatments associated with them (Appendix II). In these cases, treatments may have been triggered by the larval activity of a representative site. Typically, sites that are difficult to access may be associated with representative sites. When representative sites become active the other sites in the area have proven to also be active. Thus, sites with a previous designation of ‘Non-Detected’ or ‘Low’ may require a later treatment due to representative sites’ activity level without the need to sample.

Ground treatments were applied at a rate of 4 kg/ha. In Meadow Creek a total of 158.4 ha was treated by ground, equating to a total of approximately 633.6 kg of Aquabac® used (Table 1). In Pine Ridge a total of 2.7 ha was treated by ground, equating to a total of 10.8 kg Aquabac® used (Table 2). Typically, sites only require one treatment per season unless additional mosquito larvae are pushed into the site due to the movement of water. If additional treatments at a site are required they occur at increased water levels, hence the treatment overlap is minimal.

One aerial campaign was required in 2021. The aerial campaign occurred on 9 June (Figure 9). Another aerial in early July was necessary, but due to the lack of helicopter availability, large-scale ground treatments were conducted instead on 8 July. The June aerial campaign was focused on floodwater sites immediately following the initial peak of the Duncan River and seasonal peak of Kootenay Lake. Only granular Aquabac® was used in 2021 during the aerial campaign. A total of 445.9 ha was treated by air, equating to a total of 1,783.6 kg of granular Aquabac® (Table 1; Figure 9). Efficacy assessments revealed >90 percent control; touch up treatments were conducted by ground around certain sites. No sites were missed in 2021. Appendix III shows more specific information about site, treatment timing, and extent of treatment.

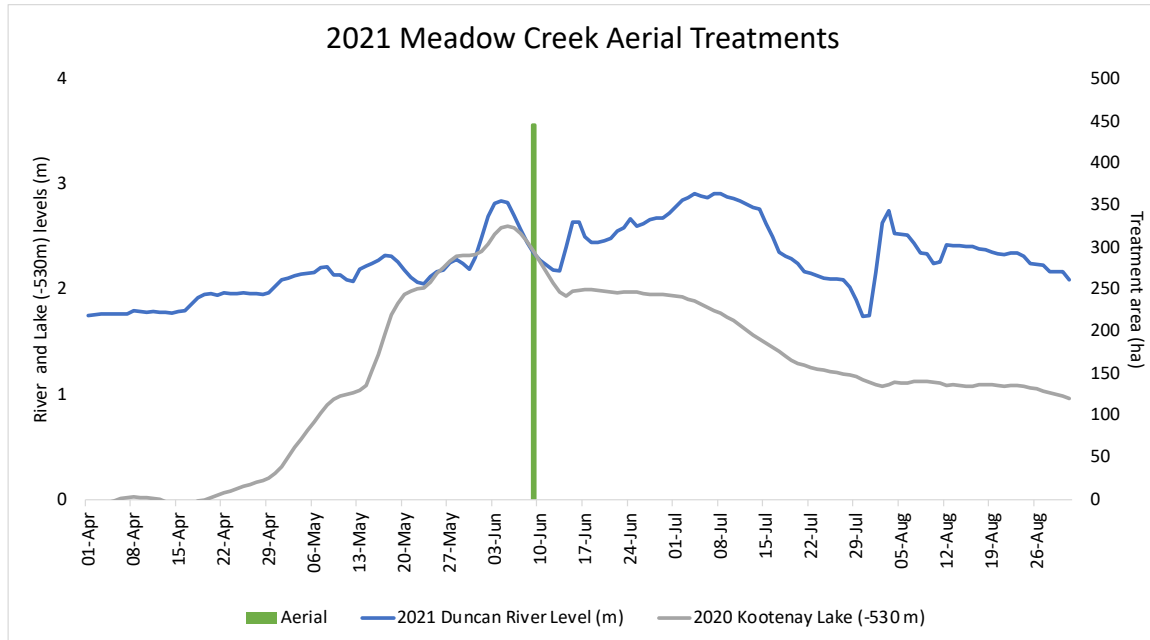


Figure 9. Aerial application events (green lines; ha) with Duncan River levels (blue line; m) and Kootenay Lake levels (grey line; m) from 1 April through 31 August 2021. Note treatment values (ha) are on the alternate y-axis.

Public Relations

Maintaining positive public relations remains a high priority for MBL. Public relations occur on several levels: in-person communication with members of the public, the mosquito hotline, presentations to staff and politicians, responding to e-mails, and continuing our social media presence. MBL continues to look for new areas to expand this aspect of our program and to improve our communication techniques.

Phone Calls and Emails

Meadow Creek and Pine Ridge residents have multiple venues to lodge calls or emails with MBL. MBL has a company-maintained Mosquito Hotline (877-986-3363) and email form, outlined prominently on the contact tab of the MBL website. Additionally, residents may interact with MBL staff through social media platforms. The RDCK has also established and maintains in-house lines for concerned residents, during and after business hours¹².

No calls or emails were received by the RDCK or MBL in 2021. The lack of concern calls and emails was likely due to the moderate-water year, low local precipitation accumulation, and that 2021 peak water levels were lower than those of 2020. When calls and emails are received, they are returned within 24 hours of receipt if contact information is provided. Often, follow-up visits are also made to residents.

¹² <https://rdck.ca/EN/main/services/environmental-initiatives/mosquito-control-program.html>
www.morrowbioscience.com

Direct Communications

Direct communication between MBL staff and the public can occur in many situations. The most common direct interfacing with the public occurs when technicians are in the field. While conducting site visits, MBL technicians are often asked questions by landowners or residents. These encounters provide an excellent opportunity for public relations. An important outcome of these interactions can be the identification of new sites.



Image 2. MBL education outreach pamphlet.

MBL contact information is disseminated when field technicians have direct communication with the public. Contact information for MBL includes the website address, an email, phone number, and social media sites (Twitter, Facebook). Additionally, MBL staff may provide residents with an outreach pamphlet (Image 2). The pamphlet includes information about the larval control product used, mosquito biology, and personal protective tips.

Social Media

MBL maintains a presence on social media with a Facebook account (facebook.com/MorrowMosquito), Twitter account (@MorrowMosquito), and Instagram account (linked to Facebook) which are regularly updated. There are five goals for MBL's social media presence: 1) provide timely and up-to-date information regarding conditions pertinent to mosquito production, 2) relay MBL's current efforts to control mosquitoes, 3) inform the public about MBL's efforts at environmental sustainability, 4) provide the

community with opportunities to get involved with related public events, and 5) offer a platform for mosquito-related discussion amongst program residents and the MBL team. The number of MBL social media site followers increases annually.

MBL Website

The MBL website (www.morrowbioscience.com) was launched in 2015 and redesigned in 2021 (Image 3). This site was developed to allow clients and the public to have access to information about MBL’s background, activities, outreach, and company. To further support residents in contract areas, the homepage includes visible tabs for resources and the contact information. The ‘Contact’ tab allows users to directly send a message to MBL. Additionally, there are links to MBL’s Facebook account and Twitter feed, so residents have access to real-time updates on MBL’s activities.



Image 3. Morrow BioScience Ltd. new homepage (www.morrowbioscience.com; April 2021)

Education Outreach

Given the continued provincial restrictions regarding large gatherings to reduce the spread of COVID-19, MBL relied on previously created virtually-available education outreach material instead of attending public events. As such, the MBL website (www.morrowbioscience.com) has highlighted two sets of FAQ documents focused on (1) mosquito biology and disease transmission and (2) the active ingredient used in control efforts (*Bacillus thuringiensis* var. *israelensis*). Both FAQ documents were provided to the RDCK program manager in April. Additionally, a blog dedicated specifically to mosquitoes and COVID-19 was published on the MBL website.

On 13 May, a virtual town hall was organized for Meadow Creek and Pine Ridge residents. MBL staff presented a summary of 2020 mosquito management efforts, challenges, and successes. The presentation also included a discussion about the early-season snowpack and larval mosquito abundance going into the 2021 season. Although attendance was not high, the presentation was well-received. Of note, the majority of residents were from Pine Ridge. Future advertising efforts should possibly target physical notification boards in Meadow Creek, as well as online advertising.

Following approval from the RDCK program manager, a media release was generated and distributed on the local LINKS network and Lardeau Valley Facebook page on 7 June. The media release included an update on general mosquito control activities occurring within the program purview. It also focused on tips to reduce mosquito breeding habitat around private properties and suggestions related to personal protective measures against mosquitoes. No additional interviews were requested in 2021.

West Nile virus Summary

Although floodwater mosquito species in Canada are not the main West Nile virus (WNV) vectors, it is important to remain current in regional mosquito-related diseases. Along with their partners, Health Canada compiles on-going provincially reported surveillance data of WNV cases in humans, animals, and mosquito pools between 1 January and 29 September. As of 12 October, no human case of WNV were reported to Health Canada from British Columbia¹³. Similarly, no horse or bird cases were reported from British Columbia within 2021. Of note, mosquito pool surveillance data are not reported to Health Canada from British Columbia and it is possible that other information was not reported by the BCCDC to Health Canada.

As Washington State and Idaho State share a border with British Columbia, it is important to follow WNV activity in those areas, as well. As of 17 October, there were three human cases of WNV reported in Washington State; all were acquired in-state within counties in the southern area of the state¹⁴. Additionally, 51 mosquito pools and 11 horses/other mammals tested positive for WNV. No birds tested positive for WNV in 2021. Of note, historically high temperatures experienced throughout the Pacific Northwest from June through August contributed to a greater number of degree days and translated to an increase in state-wide WNV activity.

As of 17 October, 11 human WNV cases were identified in Idaho¹⁵. Additionally, multiple mosquito pools and animals tested positive for WNV. All cases were identified within counties in the southern and southwestern portion of Idaho.

Zika Virus Summary

No information regarding Canadian Zika cases has been reported by the Public Health Agency of Canada for 2021. HealthLinkBC reports that no Zika cases have originated in Canada due to presumed lack of vector mosquito species¹⁶. There have been human Zika cases reported in Canada prior to 2021, although those were determined to have been acquired while traveling.

¹³ <https://www.canada.ca/en/public-health/services/publications/diseases-conditions/west-nile-virus-surveillance/2021/week-37-38-september-13-26.html>

¹⁴ <http://www.doh.wa.gov/DataandStatisticalReports/DiseasesandChronicConditions/WestNileVirus>

¹⁵ <https://www.cdc.gov/westnile/statsmaps/preliminarymapsdata2021/index.html>

¹⁶ <https://www.healthlinkbc.ca/health-feature/zika-virus>

According to Peach (2018), the primary Zika mosquito vectors (i.e., *Aedes aegypti*, *Ae. albopictus*) are not found in British Columbia. *Ae. albopictus* has been found on east coast, but tested negative for Zika. There is currently a low risk for Zika virus to circulate within British Columbia.

2022 Program Recommendations

A number of important issues must be addressed at the start of each season:

- Education outreach methods should be expanded to target Pine Ridge and Meadow Creek residents that are not on social media sites. Posting information on the bulletin board in Meadow Creek and the Pennywise might be viable options.
- Notify the Ministry of Environment of the RDCK intent to treat mosquitoes in 2022 under the RDCK Pest Management Plan. Notification should take place 2 months before the start of the season (the end of February at the latest).
- It is important to attach copies of all the mosquito development site maps with the Notice of Intent to Treat (NIT). NOTE: all sites have been re-mapped. This new data should be used to reprint maps for the purposes described above.

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2021 Mosquito Larval Densities at Sample Locations



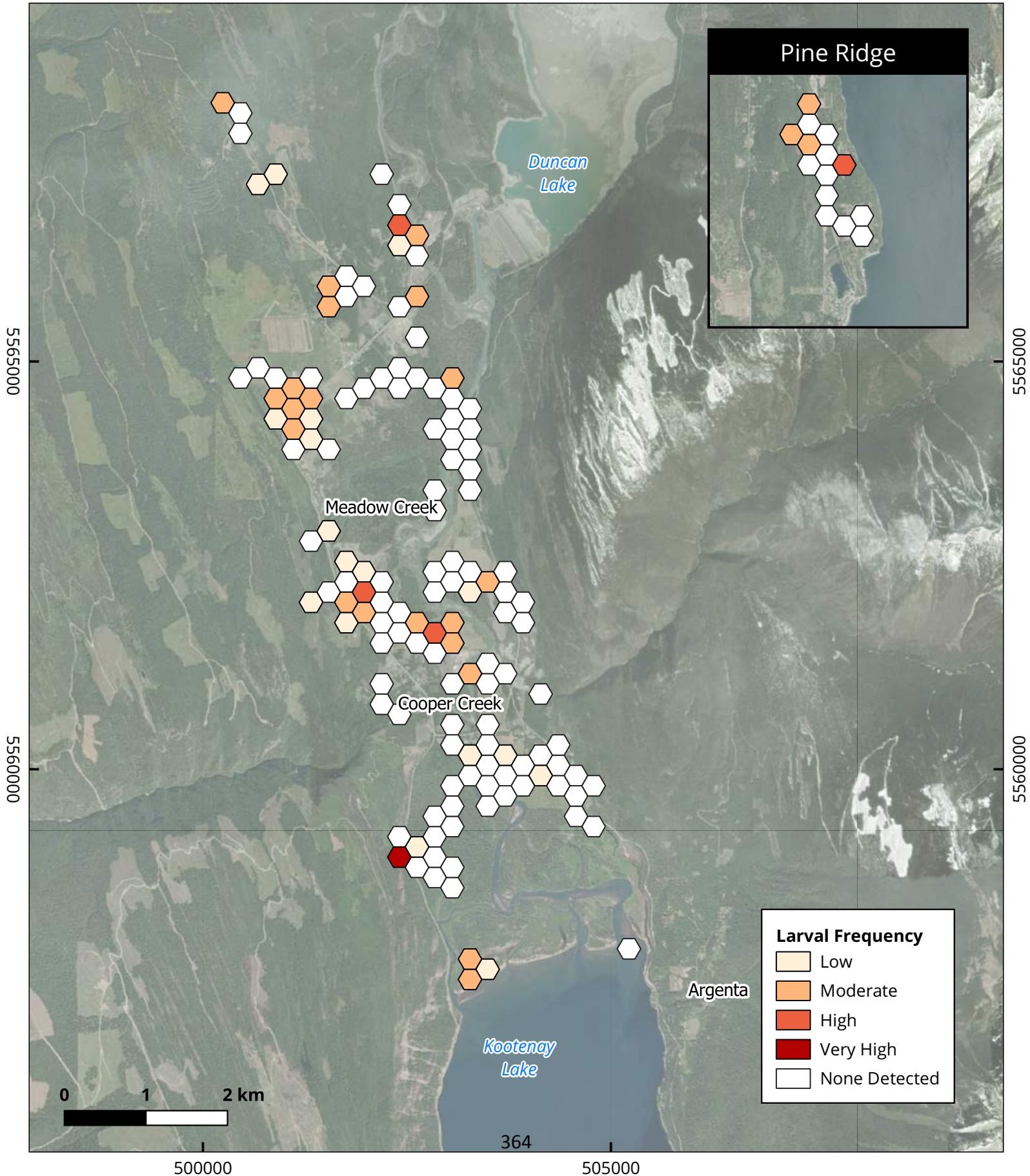
Morrow BioScience Ltd

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Appendix I

Scale = 1 : 60,000 CRS = NAD83 UTM Zone 11N
Contains information licensed under the Open Government Act - Canada



2021 Mosquito Larvicide Treatment Locations



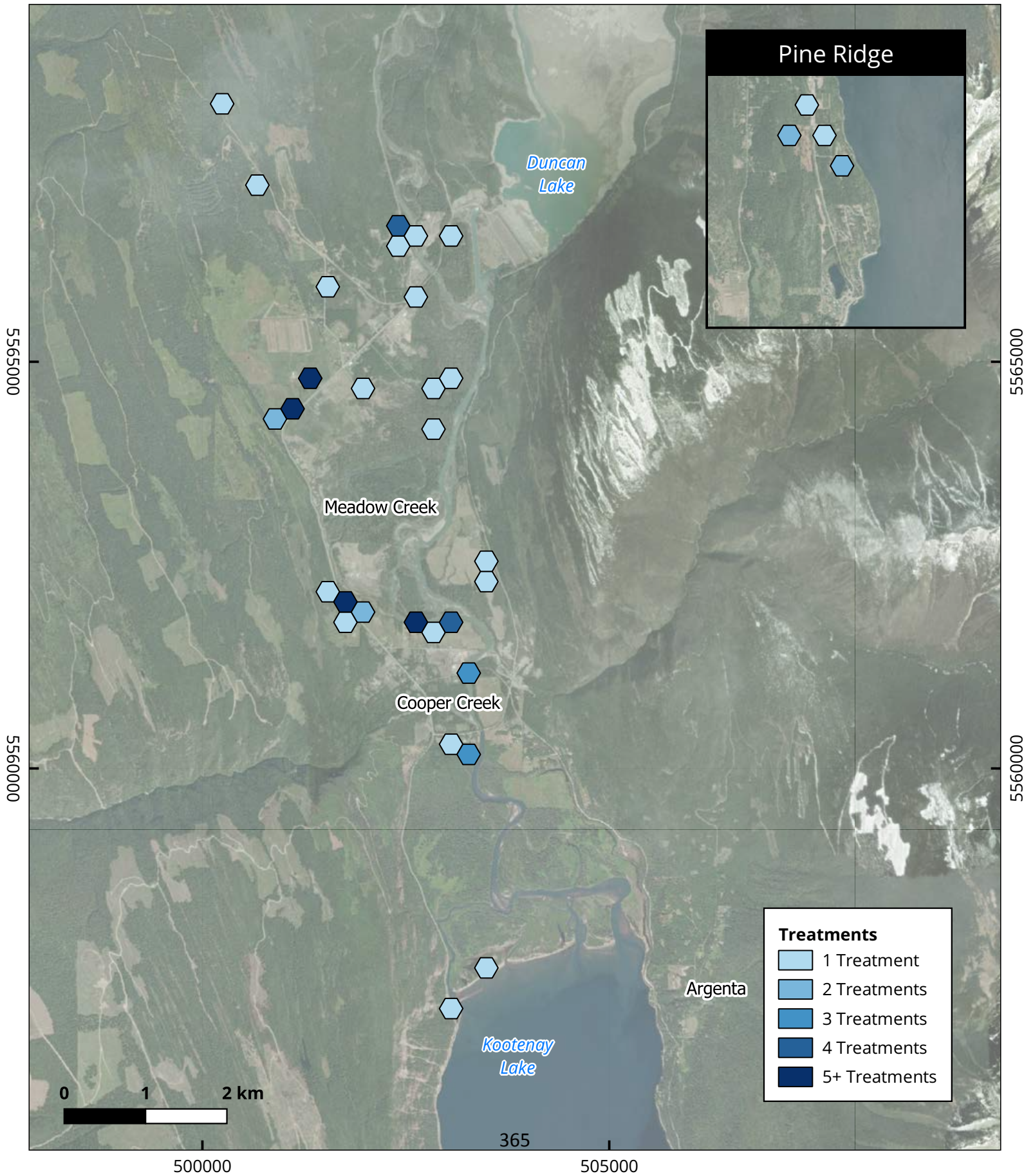
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Appendix II

Scale = 1 : 60,000 CRS = NAD83 UTM Zone 11N
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Appendix III A. 2021 ground treatment data (kg, ha) by day for Meadow Creek and Pine Ridge.**Meadow Creek**

Treatment Date	Site Code	Site Name	Amount Treated (Kg)	Area Treated (Ha)
2021-05-19	7	Marblehead 2	0.05	0.01
2021-05-19	6	Marblehead 1	0.05	0.01
2021-05-27	6	Marblehead 1	5.00	1.25
2021-05-27	RDCK-MC-016	Halleran	4.00	1.00
2021-05-29	RDCK-MC-016	Halleran	10.00	2.50
2021-05-30	RDCK-MC-040	End of the lake	22.00	5.50
2021-05-31	RDCK-MC-016	Halleran	0.00	0.00
2021-05-31		Sonja's channel	0.00	0.00
2021-05-31	RDCK-MC-016	Halleran	22.00	5.50
2021-05-31		Cooper creek rd ditch	0.00	0.00
2021-05-31	RDCK-MC-016	Halleran	0.00	0.00
2021-05-31	RDCK-PR-018		5.00	1.25
2021-06-01	RDCK-MC-012	Gravel Pit	5.00	1.25
2021-06-03	6	Marblehead 1	3.00	0.75
2021-06-05	RDCK-MC-054	Gravel pit	4.00	1.00
2021-06-07	RDCK-MC-007	Hamil Creek Park	4.00	1.00
2021-06-07	RDCK-MC-043	Tracy's	1.00	0.25
2021-06-07		Cooper creek rd ditch	3.00	0.75
2021-06-07	RDCK-MC-030	Fiona's	0.02	0.01
2021-06-07		Sonja's channel	1.00	0.25
2021-06-07		Cooper creek rd ditch	0.50	0.13
2021-06-07		Cooper creek rd ditch	2.00	0.50
2021-06-07		Cooper creek rd ditch	0.20	0.05
2021-06-08	RDCK-MC-014	Nature Trust	20.00	5.00
2021-06-08	RDCK-MC-031	Wes	10.00	2.50
2021-06-08		Cooper creek rd ditch	4.00	1.00
2021-06-08	RDCK-MC-063	Jacobs slough	50.00	12.50
2021-06-08	7	Marblehead 2	20.00	5.00
2021-06-08	RDCK-MC-016	Halleran	50.00	12.50
2021-06-10	RDCK-MC-031	Wes	20.00	5.00
2021-06-11	6	Marblehead 1	5.00	1.25
2021-06-17	RDCK-MC-051	McKinney	10.00	2.50
2021-06-17	RDCK-MC-030	Fiona's	0.50	0.13
2021-06-18	RDCK-MC-063	Jacobs slough	0.05	0.01
2021-06-23	RDCK-MC-051	McKinney	3.00	0.75
2021-06-27		Sonja's channel	3.00	0.75
2021-06-27	RDCK-MC-028	Meadow Creek Cedar	3.00	0.75

Treatment Date	Site Code	Site Name	Amount Treated (Kg)	Area Treated (Ha)
2021-06-30	RDCK-MC-030	Fiona's	2.00	0.50
2021-07-03	RDCK-MC-020	River road	4.00	1.00
2021-07-06	RDCK-MC-011	Floods into Trees	3.00	0.75
2021-07-06	RDCK-MC-030	Fiona's	2.00	0.50
2021-07-06	RDCK-MC-030	Fiona's	2.00	0.50
2021-07-06	RDCK-MC-030	Fiona's	2.00	0.50
2021-07-06	RDCK-MC-030	Fiona's	3.00	0.75
2021-07-06	RDCK-MC-008	Hamill Creek Park	5.00	1.25
2021-07-06		Sonja's channel	3.00	0.75
2021-07-06	6	Marblehead 1	5.00	1.25
2021-07-06	RDCK-MC-007	Hamil Creek Park	5.00	1.25
2021-07-07	RDCK-MC-040	End of the lake	4.00	1.00
2021-07-08	5	Mainland	300.00	75.00
2021-07-08	RDCK-MC-028	Meadow Creek Cedar	2.00	0.50
2021-07-08	7	Marblehead 2	1.00	0.25
2021-07-08	RDCK-MC-038	Upper Duncan dam	0.20	0.05

Pine Ridge

Treatment Date	Site Code	Site Name	Amount Treated (Kg)	Area Treated (Ha)
2021-05-26	RDCK-PR-001	Pine Ridge Swamp #2	0.03	0.01
2021-05-26	RDCK-PR-001	Pine Ridge Swamp #2	0.05	0.01
2021-05-29	RDCK-PR-007	Pine Ridge Swamp #1	5.00	1.25
2021-05-29	RDCK-PR-001	Pine Ridge Swamp #2	0.50	0.13
2021-05-29	RDCK-PR-001	Pine Ridge Swamp #2	5.00	1.25
2021-06-02	RDCK-PR-007	Pine Ridge Swamp #1	0.20	0.05

Appendix III B. 2021 aerial treatment data (kg, ha) by day for Meadow Creek.

Treatment Date	Sites Name	Amount Treated (Kg)	Area Treated (Ha)
2021-06-09	Duncan Road, Edwards Road, Head of Kootenay Lake, Lake and River channels, Hydro sites, large wetlands	1783.60	445.90

2022 EARLY SEASON REPORT
Mosquito Control Program
Regional District of Central Kootenay
Area 'D' – Meadow Creek and Pine Ridge regions

Submitted by Morrow BioScience Ltd.
4 May 2022



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Executive Summary

Morrow BioScience Ltd. (MBL) is entering into the fourth year of a renewed 5-year contract providing mosquito control services to the Meadow Creek and Pine Ridge areas within Regional District of Central Kootenay (RDCK). The goal of the pre-season report is to present predictions for the 2022 mosquito season based on current environmental conditions and anticipated climate influences.

April snowpack within the West Kootenay and Upper Columbia basins, contributing to the regional river and lake levels, is largely predictive of the potential peak flooding level of the local Duncan River and Kootenay Lake for the season. The snowpack in these basins ranges from 118 – 123 percent of normal. The current Snow Water Equivalent data are trending near historical highs for local high-elevation snow survey stations within the West Kootenay basin. Higher-than-average regional river and lake levels are expected in 2022 as a result of the regional snowpack. However, significant local precipitation and/or releases from the Duncan Dam received together with the annual freshet may result in higher than anticipated peaks for both the Duncan River and Kootenay Lake. Given the potential for another high-water year, MBL is preparing for increased reconnaissance, monitoring, and treating in areas with high concern calls from residents in previous years.

Site monitoring began in mid-April, as snowmelt sites started showing signs of early melting. The BC River Forecast Centre is predicting that cooler weather anticipated for late-April through early-May may cause a delay in regional snowmelt. MBL staff will again utilize the real-time data collection portal and provide point specific data on client-enabled dashboards. The dashboard will allow the RDCK program manager to instantaneously determine the site monitoring and treatment status, including the ability to access historical point-associated data.

As previously established, some education outreach material will be available through the MBL. Outreach material will also be posted in public bulletin boards within the municipalities. MBL will participate in an in-person and virtual-option town hall meeting for program residents on 4 May. MBL remains committed to providing the RDCK with consistent updates on benchmarks throughout the season. The mid-season report will be delivered to the program manager immediately following the peak in the Duncan River and Kootenay lake, with frequent updates provided throughout the season.

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Introduction

This report is provided to the Regional District of Central Kootenay (RDCK) and will serve as a projection tool for the 2022 mosquito season. The report includes a discussion regarding the magnitude of potential flooding within the Meadow Creek and Pine Ridge regions of Electoral Area 'D', as it relates to floodwater and snowmelt mosquito larval abundance. Supporting data include current snowpack information within the basins contributing to the Duncan River and Kootenay Lake. The weather forecast for the spring and summer are outlined and discussed as they pertain to the potential impact on the regional mosquito production. This report offers an approximate evaluation of how the mosquito season may develop based on current weather predictions and snow levels; it is possible that conditions could change in early May. The mid-season report will have more thorough explanations of environmental conditions affecting floodwater mosquito larval levels and an update on all deliverables.

Monitoring Methodology

Floodwater and snowmelt mosquito larvae are the primary targets of the Meadow Creek and Pine Ridge region mosquito program. Snowmelt larvae hatch first in the season (i.e., April – early May) within the contract purview. Female snowmelt mosquitoes lay their eggs in puddles or low points on the landscape that are likely to receive snowmelt in the spring. Certain snowmelt mosquito species begin to hatch at approximately 4°C water temperature and can complete development to adult emergence at 10°C (Clements 1992). Thus, Morrow BioScience Ltd. (MBL) staff monitor these sites frequently beginning in March or April, depending on environmental conditions.

Female floodwater mosquitoes (e.g., *Aedes vexans*, *Ae. sticticus*) deposit their eggs on damp substrate primarily along the Duncan River corridor and Kootenay Lake foreshore. When the high water caused by the freshet and/or significant localized precipitation floods these areas, the result is large-scale floodwater mosquito egg hatching. If numerous seasons have passed between high-water years, then high river levels may produce a compound number of floodwater mosquito larvae. Because the eggs of certain *Aedes* species have been documented to complete embryogenesis at lower threshold aquatic temperatures between 6°C and 8°C (Trpis et al. 1973), hatching may commence in the early spring within the programs. Time-to-hatch is considerably longer at lower aquatic temperatures, but early identification of hatching events allows for more responsive site monitoring and, thus, higher treatment efficacy rates. MBL staff begin monitoring floodwater mosquito development sites as soon as the Duncan River levels show a steady increase, typically in mid-April.

MBL field technicians have developed a detailed database of site profiles and consistently add new sites to the monitoring regime throughout MBL's tenure as mosquito control contractors for

the Meadow Creek and Pine Ridge region mosquito control program. Site monitoring is governed largely by ambient temperature data within contributing basins, local precipitation accumulation data, and changes in regional river and lake levels. All snowmelt and floodwater mosquito development sites are monitored on a weekly basis throughout the mosquito season. When both the Duncan River (Below Lardeau River gauge; 08NH118) and Kootenay Lake (Queens Bay gauge; 08NH064) levels start rising along with consistently high ambient temperatures, monitoring efforts may increase to a semi-weekly schedule. Mosquito Hotline calls/emails also inform site monitoring efforts. In this way, sites are adaptively monitored and adaptively treated. Monitoring and treatment timing adjust to reflect intra-regional habitat variations and accompanying mosquito species variations.



Image 1. Standard dip (350 ml) from a floodwater mosquito development site showing 3rd and 4th instar mosquito larvae.

MBL field technicians treat mosquito larvae in the 3rd and 4th instar stages (Image 1). This treatment method is designed to target the instar stages with the highest feeding rate, leading to higher treatment efficacy. Additionally, by waiting until mosquito larvae are in the 3rd and early 4th instar stages, early instar larvae are available as food sources in their ecosystem.

Late instar larval mosquitoes in sufficient number (i.e., >4/dip) are treated by applications of Aquabac®, a microbial larvicide product. This product has the active ingredient *Bacillus*

thuringiensis israelensis (Bti) and is carried on a corncob formulation. The mode of action for Bti is relatively simple and with a high degree of species specificity. Receptors within the mid-gut region of the mosquito larvae are specific to the toxin proteins that are produced alongside each Bti bacterial spore. After the mosquito larvae ingest the toxin protein, disruption of the larval mid-gut cells occurs. This event leads to considerable damage to the wall of the gut and quickly results in larval death (Boisvert and Boisvert 2000).

As the season progresses and more mosquito development sites become flooded, it is increasingly difficult to treat sites by ground due to site access challenges and simultaneous larval development at multiple sites. At this point, a helicopter is utilized to conduct aerial campaigns (i.e., program-wide treatments). Aerial applications use the same larvicide as ground applications, although commonly with a higher application rate to permeate canopy cover. Aerial campaigns within the Meadow Creek and Pine Ridge region programs typically require one day, depending on the river and lake peaks, Duncan Dam releases, and environmental conditions. All sites are checked within one or two days of the initial treatment to ensure treatment efficacy. If necessary, touch-up treatments are conducted. MBL will continue to maintain close and clear communication with the RDCK program manager to ensure all sites are effectively managed and to assess whether program managers have been alerted of possible new mosquito development sites.

Data Management

MBL's real-time data collection portal will be utilized again in 2022. This portal enables MBL staff to electronically update site information regarding the number of mosquito larvae and pupae per dip, adult presence, treatment amounts, take photos, and maintain site profile details. All data are related to GPS points and made instantaneously available to the RDCK mosquito program manager in a user-friendly format.

The tool has helped MBL staff increase operational efficiencies. The portal also provides an easily accessible reference platform for discussions between MBL staff and the RDCK program managers via a client-authorized dashboard. The dashboard displays sites and all associated data.

Education Outreach

Providing residents with mosquito-related information is a cornerstone of MBL's mosquito control programs. The goals for education outreach are to raise awareness about mosquito habitat reduction around residences (i.e., remove standing water, refresh outside standing water sources frequently, cover water sources, etc.), provide personal protective tips for avoiding nuisance mosquitoes (i.e., long-sleeved and loose clothing, repair screens on homes, recommendations for personal mosquito deterrents, etc.), and also to provide residents with assurance that the RDCK contractors for the Meadow Creek and Pine Ridge regions are committed to mosquito control in their area.

In partial fulfillment of our education outreach commitment, MBL staff are presenting at a RDKB-facilitated town hall meeting on 4 May. The presentation will include a summary of 2021 field activities and a review of recommendations for 2022. The presentation will also involve a discussion about expectations for the 2022 season regarding floodwater mosquito abundance based on snowpack and weather patterns. Habitat reduction tips for larval mosquitoes and personal protective tips will be addressed. Additionally, MBL staff have prepared multiple FAQ documents addressing each of the topics typically presented at education outreach events. These documents are available on the MBL website (www.morrowbioscience.com) under the 'Resources' tab.

Link promotion to all education outreach materials will be conducted through the MBL social media platforms and, with permission, through participating municipalities' social media platforms and websites. To increase visibility, some outreach pamphlets will also be posted on local bulletin boards. MBL remains committed to providing education outreach within the Meadow Creek and Pine Ridge region mosquito control program.

Season Forecast

Snowpack

Floodwater mosquito habitat within the Meadow Creek region is primarily affected by water fluctuations in the Duncan River and Kootenay Lake. Additionally, water attenuation and releases from the Duncan Dam affect the flooding at the head of Kootenay Lake within the Meadow Creek area. Pine Ridge mosquito development sites are less impacted by regional water levels and more influenced by local snowmelt.

The snowpack in the West Kootenay basin and, to a lesser degree, the Upper Columbia basin can be good indicators of how much water will come through the Duncan River/Lardeau River system over the course of the spring and early summer. Image 2 provides a snapshot of the relative snowpack across the province within basins from 1 April Snow Survey and Water Supply Bulletin¹, as released by the Province on 9 April. Duncan River, Kootenay Lake, and Duncan Dam water level/release variations are important to track because they inform the timing and extent of annual floodwater mosquito hatching events and subsequent required control efforts.

¹ https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/river-forecast/2022_apr1.pdf

Table 1. Snow basin indices for basins that directly affect the flood plain areas of the Duncan River and Kootenay Lake near Meadow Creek, determined by the 1 May automated snow weather station reading. (https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/river-forecast/asp_summary_2021-22.pdf).

Basin	Percent of Normal Snowpack
	2022
West Kootenay	118
Upper Columbia	123

Leading up to the 2022 season, the weather in April was relatively cooler within the Southern Interior and the snowpack in many regional basins was augmented. Supporting this statement is SWE data within East Creek station, which are tracking considerably higher than the 2020-2021 SWE trend lines. Current snowpack data indicate the SWEs are higher than the station’s 75th percentile (Figure 1), indicating considerable snowpack in contributing basins. Of note, snowpack is only one predictor for flood levels. Precipitation, the timeline for snowmelt (e.g., protracted vs. concentrated), and Duncan Dam releases also contribute to the extent of flooding experienced in an area. Late-season snowpack augmentation has occurred in multiple previous seasons. Thus, the prediction for flooding extent can change quickly.

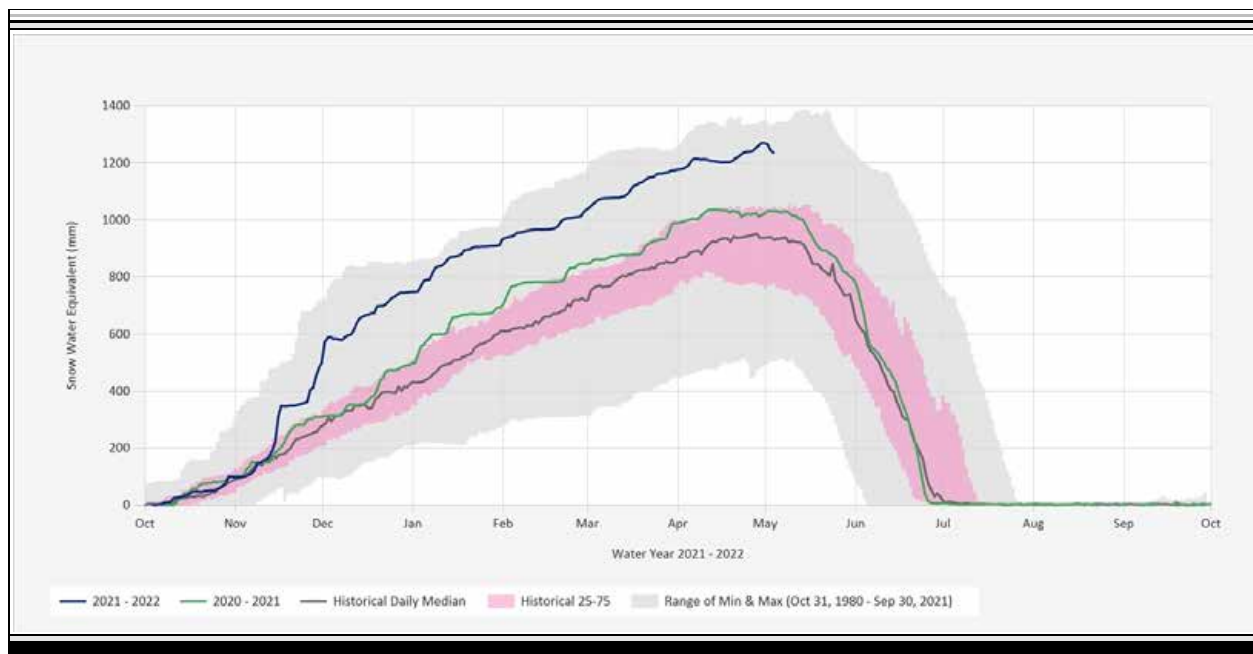


Figure 1. Snow Water Equivalent (SWE; mm) for East Creek Station (ID: 2D08P) in West Kootenay Basin. Accessed on 4 May 2022.

Weather

River levels, and lake levels to a lesser extent, can be significantly affected by regional precipitation, as well as how quickly snowmelt occurs in contributing basins. El Niño Southern Oscillation (ENSO) conditions greatly influence weather patterns; anticipating its phase (i.e., neutral, El Niño, La Niña) can help predict the amount of precipitation a region may accumulate and general ambient temperature trends. According to the 1 April Snow Survey and Water Supply Bulletin², there is an 53% likelihood of maintaining La Niña conditions through the summer. The weather pattern ramifications for BC in a La Niña climate include cooler temperatures and wet weather in southern BC. The River Forecast Centre specifically notes flooding correlations with recent La Niña years².

Interestingly, the Temperature and Precipitation Probabilistic Forecasts for Canada³ for May – July show that ambient temperatures within basins contributing to the Duncan River and Kootenay Lake will be approximately normal in areas and with a 40-50% chance of being below normal in other areas. Precipitation forecasts indicate a normal amount of precipitation through July. MBL staff are monitoring snowpack levels, weather forecasts, and regional river and lake levels daily in the event the 2022 mosquito season begins quickly. The short-range forecast includes seasonal or just below seasonal ambient temperatures. These temperatures may further slow the regional snowmelt.

The higher-than-normal snowpack in contributing basins signal high regional Duncan River and Kootenay Lake peaks in 2022. Of importance, significant precipitation events that occur simultaneously with the freshet can considerably augment localized flooding. Typically, April and May are wet months for the Meadow Creek and Pine Ridge region. Spring precipitation could amplify the peaks in the Duncan River (Below Lardeau River gauge) and the Kootenay Lake (Queens Bay gauge) beyond those expected given the current snowpack, alone. As the Duncan Dam generally attenuates the freshet, subsequent releases can also augment localized flooding. MBL staff and the RDCK program manager are frequently updated on planned releases by BCHydro.

Program Improvements Incorporated in 2022

Providing floodwater mosquito management services for the RDCK throughout high and low-water years, brief and sustained flood levels, and early and late regional river and lake peaks has led to opportunities to fine-tune the program. Internal reviews and partner feedback has been integral in developing the list of improvements to the mosquito management program for 2022. Improvements include:

² https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/river-forecast/2022_apr1.pdf

³ https://weather.gc.ca/saisons/prob_e.html

- Participation in an in-person optional town hall meeting for Meadow Creek and Pine Ridge area residents on May 4. In-person events may improve attendance.
- Post some education outreach material on local bulletin boards to increase visibility.

Reporting Schedule

As in previous years, the technical reports will be provided to the RDCK program manager at three points in the season: early, mid, and season-end. The mid-season report will summarize field activities, relevant weather data, and expectations for the remainder of the season; it will be provided to the RDCK immediately following the peak in the local Duncan River and Kootenay Lake levels. The final report will summarize data collected throughout the season and address all program deliverables. In the interim, activity updates will be supplied to the RDCK program manager via phone or email. Supplementary reports can be provided, upon request, and instantaneous data is made available via MBL's real-time client-enabled dashboard.

Contacts

MBL recognizes the importance of being available to residents within each of our program areas, as well as keeping them informed of relevant mosquito abatement activities and information. In an effort to continue to provide these connection opportunities, MBL regional managers check their email and phone messages on a daily basis. Managers directly reply to email and phone inquiries within 24 hours. All emails and calls forwarded by RDCK staff will also be responded to within 24 hours of receipt. Additionally, residents may find helpful information on our Facebook page (Morrow BioScience Ltd.), our Twitter feed (@MorrowMosquito), as well as blogs and resources on our MBL website (www.morrowbioscience.com).

As a reminder, the following staff may be contacted directly with any questions that may arise:

Dirk Lewis, Owner and Lead Biologist

Phone: (604) 317-1413

Email: dirk@morrowbioscience.com

Barry McLane, GIS Manager

Phone: (250) 231-6934

Email: barry@morrowbioscience.com

Morgan Sternberg, Research Manager

Phone: (250) 231-4455

Email: morgan@morrowbioscience.com

General Email: info@morrowbioscience.com

MBL Mosquito Hotline: 1-877-986-3363

References

- Boisvert, M. & Boisvert, J. (2000). Effects of *Bacillus thuringiensis* var. *israelensis* on Target and Non-Target Organisms: A Review of Laboratory and Field Experiments. *Biocontrol Sci Tech* 10, 517-561.
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Board Report

Date of Report: May 30, 2022
Date & Type of Meeting: June 16, General Open Board Meeting
Author: Tom Dool, Chief Elections Officer
Subject: School District Cost Sharing Agreements
File: \08\3500\20\2022
Electoral Area/Municipality: Rural Electoral Areas

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to inform the Board of the legislated requirement to provide election services to School Districts within the Regional District and to provide consideration regarding the agreements with the School District for elections services.

The report recommends that

The Board approve the RDCK enter into an Election Services Agreement with School District 8 for Election Services for the period of July 1, 2022 to December 29, 2022, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

The Board approve the RDCK enter into an Election Services Agreement with School District 10 for Election Services for the period of July 1, 2022 to December 29, 2022, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

The Board approve the RDCK enter into an Election Services Agreement with School District 20 for Election Services for the period of July 1, 2022 to December 29, 2022, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

SECTION 2: BACKGROUND/ANALYSIS

As per the requirements of the Local Government Act the Regional District has provided, upon request, elections services to the school districts within its jurisdiction. To date these arrangements were based largely on informal agreements between Regional District and School District staff. With the upcoming 2022 General Local Government Election Regional District and School Board staff have sought to formalize these agreements to ensure that roles, responsibilities, and the cost associated with shared election resources are transparent.

Over time the arrangements between the Regional District and its School District partners have evolved so that the requirements of each partnership, between the Regional District and School Districts 8, 10, and 20, are now different enough and complex enough that they require a more structured arrangement and formal consideration by the Board.

The proposed agreements stipulate

- What services are provided by the Regional District to the School Districts;
- What services are excluded from Regional District provision; and
- Where applicable what services are provided to the Regional District by the School District.

Included in each agreement are provisions for the termination of the current agreement, assurances of mutual indemnification, mechanisms for dispute resolution, and terms and conditions specific to the individual agreements.

Election Services Regional District - School District #8

The Regional District will provide polling locations, elections staff, manage all polling stations, ballot counting, results reporting, and ballot disposal in accordance with the relevant legislation. This may include up to 38 locations and 52 polls.

Election Service Regional District – School District #10

The Regional District will provide polling locations, recruit elections staff, and ballot disposal. School District #10 will be responsible for the operation of the polls and preliminary reporting. This may include up to 8 locations and 11 polls.

Election Services Regional District – School District #20

The Regional District will provide polling locations, recruit elections staff, and ballot disposal. School District #20 will be responsible for the operation of the polls and preliminary reporting. This may include up to 3 locations and 4 polls.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan: Yes No **Financial Plan Amendment:** Yes No
Debt Bylaw Required: Yes No **Public/Gov’t Approvals Required:** Yes No

The actual cost of the 2022 Local Government General Election and Assent Voting process cannot be determined at this time. Until the candidate declaration period is over there is no certainty regarding the number of polls. In the unlikely event that all polls were to be activated the total cost is estimated to be \$99,999.73. The distribution of costs would be as follows.

Figure 1. Distribution of Election Costs

Process	Cost Share
Area H LCF Assent Vote	18%
School District 8	22%
School District 10	6%
School District 20	5%
RDCK Elections	49%

Within SD 10 the costs associated with a poll are assigned based on the ballots available at that poll. For example, if the only ballot available at a poll is for a single Regional District directorship the cost associated with that poll would be attributed entirely to the Regional District. If a polling station was to provide a ballot for a single Regional District directorship and a single School Board trusteeship the cost of the polling station would be split evenly. If a polling station was to provide a ballot for 2 Trusteeships and 1 directorship the cost of the

poll would be attributed 2/3 to the School District and 1/3 to the Regional District. Cost associated with a poll are as follows

- (a) The full cost of building rental including but not limited fees, insurance, and damage deposits
- (b) The full cost wages, salaries, stipends, and mileage associated with the elections officials required to conduct the poll
- (c) The full cost of materials both rented and purchased, excluding ballots, required to conduct the poll

Within SD 8 and SD 20 the costs associated with a poll are assigned based on which organization is has ballots at that poll. For example, if a polling station opens exclusively for Regional District ballots the costs are attributed to the Regional District. If a polling opens for Regional District and School Board ballots the costs are attributed ½ to the Regional District and ½ to the School Board. If a poll opens for a Regional District Directorship ballot, a Regional District Assent Vote, and a School Board Ballot the costs would be attributed 2/3 to the Regional District and 1/3 to the School Board.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

Section 37 of the School Act requires that if a trustee electoral area is all or part of a single municipality, the municipal council must conduct the trustee elections in the trustee electoral area. In this regard the Regional District is required to, where requested, provide election services to the School Districts.

Section 38 of the School Act specifies that for an election conducted by a municipality under section 37 the school board must reimburse the municipality for any costs of the trustee election that are additional to the costs, if any incurred by the municipality in conducting a local government election or assent vote at the time of the trustee election; and further, a school board may enter into an agreement with a local government referred to in section 57 of the Local Government Act, under which one party to the agreement conducts an election for the other, or in conjunction with an election of the other, in accordance with the terms of the agreement.

3.3 Environmental Considerations

None.

3.4 Social Considerations:

None.

3.5 Economic Considerations:

None.

3.6 Communication Considerations:

None.

3.7 Staffing/Departmental Workplan Considerations:

Staff have incorporated the requirements of the School Board elections into the 2022 Election workplan.

3.8 Board Strategic Plan/Priorities Considerations:

Strengthening our relationships with our community partners through excellence in service delivery.

SECTION 4: OPTIONS & PROS / CONS

Option 1. The Board approve the RDCK enter into Election Services Agreements with School Districts 8, 10, and 20 for the 2022 Local Government and School District General Elections

Pros

- Clear delineation of responsibilities
- Transparent assignment of costs
- Ensures realistic expectations between the Regional District and the School Board

Cons

- None

Option 2. The Board direct staff to further review the matter.

Pros

- None

Cons

- School Boards will not meet during the summer break and would likely not be able to authorize an agreement until late September.

SECTION 5: RECOMMENDATIONS

The Board approve the RDCK enter into an Election Services Agreement with School District 8 for Election Services for the period of July 1, 2022 to December 29, 2022, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

The Board approve the RDCK enter into an Election Services Agreement with School District 10 for Election Services for the period of July 1, 2022 to December 29, 2022, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

The Board approve the RDCK enter into an Election Services Agreement with School District 20 for Election Services for the period of July 1, 2022 to December 29, 2022, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

Respectfully submitted,
Tom Dool, Chief Elections Officer

CONCURRENCE

Chief Administrative Officer – Stuart Horn	Approved
Corporate Officer – Mike Morrison	Approved

ATTACHMENTS:

Attachment A – 2022-080-ADM_SD8
Attachment B – 2022-081-ADM_SD10
Attachment C - 2022-082-ADM_SD20



Election Services Agreement

Contract #: 2022-080-ADM_SD8
Project: 2
GL Code: OPR521-102

THIS AGREEMENT executed and dated for reference the:

1 day of May, 2022
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the "RDCK")
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

AND

SCHOOL DISTRICT 8
(hereinafter called the "School District")
at the following address:
811 Stanley St
Nelson BC, V1L 1N8

Agreement Administrator: Tom Dool
Telephone #: 250-354-3490
Email: tdool@rdck.bc.ca

Agreement Administrator: Johan Glaudemans
Telephone: 250-352-6681
Email: johan.glaudemans@sd8.bc.ca

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, SCHOOL DISTRICT 8 AND THE RDCK AGREE AS FOLLOWS:

KEY TERMS

- 1 The parties agree that the RDCK shall provide the Services detailed in Schedule A of this Agreement (the "Services").
- 2 Notwithstanding the date of execution of this Agreement the RDCK shall provide the Services described in Schedule A hereof commencing on 1 June 2022 (the "Start Date") and ending on 29 December 2022 (the "Term"), unless terminated earlier in accordance with Section 9 or 10 of this Agreement.
- 3 The Location for delivery of the Services shall be multiple polling locations as may be required.
- 4 For the provision of Services, the School District shall pay the RDCK the amounts and rates described in Schedule B. The RDCK shall invoice the School District for the Services every month during the Term and the School District shall pay the RDCK within 30 days of receipt of each invoice.

DEFINITIONS

- 5 In this Agreement, words and phrases shall have the following meanings:
 - (a) "Agreement" means this Agreement;

- (b) **“Basic Services”** means those Services identified as Basic Services in Schedule A;
- (c) **“Claims”** referred to in Section 11 hereof, means collectively: claims, demands, actions, suits, losses, damages, costs (including legal costs), fines, penalties, charges and expenses, including those for bodily injury or death;
- (d) **“Default”** has the meaning described in Section 9;
- (e) **“Defaulting Party”** has the meaning described in Section 9;
- (f) **“Enactment”** has the same meaning as defined in section 1 of the British Columbia Interpretation Act;
- (g) **“Enhanced Services”** means those Services identified as Enhanced Services in Schedule A;
- (h) **“Force Majeure”** has the meaning described in Section 34;
- (i) **“Services”** means the Basic Services and the Enhanced Services listed in Schedule A provided by the RDCK under this Agreement;

6 The following Schedules are attached, incorporated into, and form part of this Agreement:

Schedule A:	Description of Services
Schedule B:	Payment Terms
Schedule C:	Applicable RDCK Bylaws

THE RDCK’S OBLIGATIONS

7 The RDCK shall:

- (a) undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A;
- (b) upon the request of the School District fully inform the School District of the Services done by the RDCK in connection with the provision of the Services and permit the School District at all reasonable times to inspect and review all works, data, specifications, drawings, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the School District as a result of this agreement;
- (c) comply with all applicable municipal, provincial and federal legislation and regulations, including, without limitation, the legislation and regulations governing the protection of information and privacy applicable to the School District;
- (d) exercise a standard of care, skill and diligence that could reasonably be expected of and observed in persons engaged in the performance of work or services similar to Services provided in similar local or provincial governments workplaces in British Columbia;
- (e) at its own expense, obtain Workers Compensation coverage for itself and all workers and agents employed or engaged in the execution of the Services; and
- (f) at all times, treat as confidential all records, data, information and material supplied to or obtained by the RDCK as a result of this Agreement, including that of the School District’s elected officials, appointed officers and employees, and the School District’s ratepayers and other members of the public, and not permit the publication, release or disclosure of the same without the prior written consent of the School District or in accordance with the applicable “enactment” (as defined in the British Columbia Interpretation Act);
- (g) respond to all requests made under section 5 of the Freedom of Information and Protection of Privacy Act in respect of the School District’s records in the possession of the RDCK by transferring the requests to the School District, as the initiator and primary custodian of the records, in accordance with section 11 of that Act;

- (h) not in any manner whatsoever commit or purport to commit the School District to the payment of any money except the payment as set out in Schedule B of this Agreement for the Services.

THE SCHOOL DISTRICT'S OBLIGATIONS

- 8 The School District shall:
 - (a) subject to the provisions of this Agreement, pay the RDCK in full for the Services which are provided under this Agreement at the rates and amounts detailed in Schedule B and as otherwise provided under this Agreement;
 - (b) make available to the RDCK all available information pertinent to the Services. The School District shall ensure that all information provided to and relied upon by the RDCK in the delivery of the Services shall be accurate;
 - (c) give the RDCK reasonable notice of anything likely to materially affect the provision of the Services;
 - (d) examine all studies, reports, sketches, proposals and documents provided by the RDCK under this Agreement, and render decisions pertaining thereto within a reasonable time;
 - (e) at all times, treat as confidential all information and material supplied to or obtained by the School District as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK or in accordance with the applicable enactment;
 - (f) accept instructions from the RDCK in relation to the Services, and that the School District shall not be subject to the control of the RDCK in the manner in which such instructions are carried out;
 - (g) comply with all applicable municipal, provincial and federal enactments;
 - (h) abide by the policies, guidelines, and bylaws contained in Schedule C;
 - (i) not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money.

TERMINATION OF AGREEMENT

- 9 A failure by a party to perform its obligations under this Agreement constitutes a default (the “**Default**”) and upon a party committing Default (the “**Defaulting Party**”), the other a party may provide written notice to the Defaulting Party and require the Defaulting Party to rectify the Default within 60 days of the notice, failing which the party providing notice may immediately terminate this Agreement.
- 10 Either party may in its absolute discretion terminate this Agreement on not less than 180 days’ written notice to the other party.

INDEMNITIES AND INSURANCE

- 11 The School District releases, indemnifies and saves harmless the RDCK and its elected officials, officers, employees and agents from and against all claims, demands, actions, suits, loss, damage, costs (including legal costs), charges and expenses, including bodily injury or death (collectively “**Claims**”) which the RDCK may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligence, act or omission of the School District or any breach by the School District of any of its obligations, representations, warranties or covenants under this Agreement, unless such Claims arise in whole or in part by any negligence, act or omission of the RDCK or any breach by the RDCK of any of its obligations, representations, warranties or covenants under this Agreement.
- 12 The RDCK releases, indemnifies and saves harmless the School District and its elected officials, officers, employees and agents from and against all Claims which the School District may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly,

arising from any negligence, act or omission of the RDCK or any breach by the RDCK of any of its obligations, representations, warranties or covenants under this Agreement, unless such Claims arise in whole or in part by any negligence, act or omission of the School District or any breach by the School District of any of its obligations, representations, warranties or covenants under this Agreement.

- 13 The indemnities in Sections 11 and 12 survive the expiration or termination of this Agreement.
- 14 Under no circumstances will the RDCK be liable for any delay, failure, damage, loss, cost or injury caused by or resulting from:
 - (a) services supplied to the School District by or on behalf of a third party, whether under the direction of the RDCK or otherwise;
 - (b) the School District's errors, including incorrect instructions or information from the School District or the School District's failure to provide relevant information or documentation;
 - (c) the requirements of any civil or governmental authority, or service, communication or utility supplier;
 - (d) Release of personal information as defined in the BC Freedom of Information and Protection of Personal Privacy Act by the School District or a third-party;
 - (e) Any fines and penalties levied against the School District resulting from a privacy breach resulting from 15(d).
- 15 Each party shall take out and keep in force during the Term comprehensive general liability (including bodily injury, death, property damage, and damage or loss) insurance on an occurrence basis of not less than \$5,000,000.00 per occurrence (or such greater reasonable amount as the parties may agree to from time to time), which insurance shall include the other party as an additional insured and shall protect the other party in respect of claims as if that party were separately insured.
- 16 The insurance required to be maintained by each party shall be on terms and with insurers to which the other party has no reasonable objection and shall require the insurer to provide to the other party six months prior written notice of cancellation or material alteration of its terms.
- 17 At the time of execution of this Agreement and at other reasonable times requested by a party, the other party shall furnish evidence of insurance to the requesting party, either by means of a certified copy of the policy or policies of insurance with all amendments and endorsements or a certificate from that party's insurer which, in the case of comprehensive general liability insurance, shall provide such information as the other party reasonably requires.

DISPUTE RESOLUTION

- 18 If a dispute arises between the parties regarding this Agreement or any matter arising hereunder, the parties agree to avail themselves to the following procedures:
 - a) either party (the "Sender") may give written notice (the "Notice") to the other party that it wishes to resolve the dispute through the procedures set out in this section.
 - b) the Notice shall set out in reasonable detail the matter the Sender wishes to resolve, and the position of the Sender in respect to the disputed matter.
 - c) upon either party receiving a Notice, the Chief Administrative Officer of the Regional District and the Chief Administrative Officer of the School District shall meet and, in good faith, attempt to settle the dispute through negotiation.
 - d) if the dispute cannot be settled by negotiation within thirty (30) days of receipt of the Notice, the parties will attempt to resolve such dispute by mediation with each party paying one-half of the costs of the mediation.
 - e) if the dispute cannot be settled by mediation within a further thirty (30) days, either party may serve

an Arbitration Notice upon the other party to submit the dispute to arbitration in accordance with the Arbitration Act (B.C.) by a single arbitrator agreed upon by the parties.

- f) the decision of an arbitrator appointed pursuant to this Agreement is final and binding on the parties and shall be handed down within sixty (60) days of the arbitrator's appointment and shall contain detailed reasons for the decision.
- g) each party shall bear its own costs of any arbitration and pay one-half of the arbitrator's fee and expenses, including the cost of the site of the arbitration, unless otherwise ordered by the arbitrator.

GENERAL TERMS

- 19 The Regional District and the School District both acknowledge and agree that the printed, electronic and other records produced and maintained by the School District for the purpose of or in connection with the provision of the Freedom of Information and Protection of Privacy Act (B.C.) ("FIPPA") are under the custody and control of the School District. The School District agrees that it shall meet its statutory requirements and obligations under FIPPA. It shall process any requests under FIPPA in a timely fashion and copy the Regional District on any such response in relation to requests which affect or involve the Fire Protection Area.
- 20 Any amounts due and owing under this Agreement and unpaid within 60 days shall bear interest at the prime lending rate of the RDCK's financial institution, calculated and compounded monthly not in advance, from the date due until paid.
- 21 The School District certifies that the Services purchased pursuant to this Agreement are for the use of and are being purchased by the School District and are therefore subject to the *Excise Tax Act* (Canada). The School District is registered for Goods and Services Tax ("GST") purposes and shall be responsible for and account for all GST payable in connection with the Services.
- 22 This Agreement may be amended by mutual agreement of the parties evidenced in writing, duly signed by their authorized signatories.
- 23 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24 Time shall be of the essence of this Agreement.
- 25 The RDCK may provide similar Services to other municipalities or entities during the Term of this Agreement, provided such Services do not reasonably give rise to a conflict of interest with respect to the RDCK's duties under this Agreement or diminish the level of the Services available to the School District under this Agreement.
- 26 The School District and the RDCK expressly acknowledge that they are independent contractors and no agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement.
- 27 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 28 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 29 A waiver of any provision or breach by either party of any provision of this Agreement shall be effective only if it is in writing and signed by both parties.
- 30 A waiver under Section 28 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 31 This Agreement has been duly authorized by the requisite proceedings to enter into and execute this

Agreement by each party.

- 32 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of either party in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.
- 33 The parties will execute such further and other documents and so such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.
- 34 There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement, save as expressly set out in this Agreement and this Agreement constitutes the entire agreement between the parties and may not be modified except by subsequent agreement in writing executed by the parties.
- 35 The RDCK does not warrant that the Services provided by the RDCK pursuant to this Agreement will be free from interruptions caused or required by, strikes, riots, insurrections, labour controversies, accidents or other causes beyond the commercially reasonable control of the RDCK ("**Force Majeure**") and the School District releases the RDCK from any loss or expenses rising therefrom.
- 36 If the RDCK is rendered unable, wholly or in part, by Force Majeure to provide the Services then the RDCK shall provide to the School District notice of the Force Majeure as soon as reasonably possible, and to the extent that the RDCK's performance is impeded by the Force Majeure it shall not be in breach of its obligations under this Agreement. The parties acknowledge and agree that during an event of Force Majeure, the RDCK's obligations pursuant to this Agreement shall be reduced or suspended as the case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the RDCK to resume its obligations.
- 37 This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement and communication of execution by fax or electronic transmission shall constitute good delivery.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	SCHOOL DISTRICT 8
<hr/> <p>(Signature of Authorized Signatory)</p>	<hr/> <p>(Signature of Authorized Signatory)</p>
<hr/> <p>(Name and Title of Authorized Signatory)</p>	<hr/> <p>(Name and Title of Authorized Signatory)</p>
<hr/> <p>(Signature of Authorized Signatory)</p>	<hr/> <p>(Signature of Authorized Signatory)</p>
<hr/> <p>(Name and Title of Authorized Signatory)</p>	<hr/> <p>(Name and Title of Authorized Signatory)</p>

SCHEDULE A: DESCRIPTION OF SERVICES

The Service Area Extent

The services described within this agreement shall be provided for that portion of School District 8 within the Regional District of Central Kootenay.

The Services

- 1 The intent of the services provided to the School District by the RDCK is to deliver an efficient, accessible, and well documented process for the Advanced, Additional Advanced, and General Voting polling days of the 2022 School Board General Elections.
- 2 The RDCK will provide the following Election Services
 - (a) Onboarding, training, compensation, and offboarding of Elections Officials
 - (b) Direction regarding campaign election advertising, signage, sponsorship and endorsement
 - (c) Procurement of polling locations, required furnishing, supplies, and ballots
 - (d) Advertising regarding polling locations
 - (e) Advanced, Additional Advanced, and General Voting Day polling
 - (f) Ballot counting, documentation, and preliminary results
 - (g) Requests to inspect elections materials
 - (h) Scheduled retention and destruction of elections materials
- 3 The School District is responsible for coordinating and covering all costs for the following:
 - (a) Management of the Voters List
 - i. Procurement
 - ii. FOIPPA Requirements
 - iii. Provision of Voters List to Candidates
 - iv. Receipt of Voters List from Candidates
 - (b) Ballot design and printing
 - (c) Announcing the beginning of the School Board candidate nomination period.
 - (d) The distribution, receipt of, and processing associated with School Board candidate nomination packages
 - (e) Announcing the closing of the School Board candidate nomination period
 - (f) School Board candidate orientation
 - (g) The declaration of School Board candidates
 - (h) The declaration of School Board candidate elections or no candidates
 - (i) The declaration of School Board election by voting, by acclamation, or no election
 - (j) The declaration of Official Elections Results
 - (k) Administering School Board Directors oaths of office
 - (l) School Board Director orientation
 - (m) A judicial recount process associated with a School Board Director Election

SCHEDULE B: CHARGES

The charge for Elections Services will be calculated in accordance with the following formula:

- 1 In the event that an Advanced, Additional Advanced, or General Voting Day poll is opened exclusively for the Election of a Regional District Director the School District shall bare no cost associated with that poll.
- 2 In the event that an Advanced, Additional Advanced, or General Voting Day poll is opened for the election of a Regional District Director and a School Board Director the costs associated with the poll including
 - (a) The full cost of building rental including but not limited fees, insurance, and damage deposits
 - (b) The full cost wages, salaries, stipends, and mileage associated with the elections officials required to conduct the poll
 - (c) The full cost of materials both rented and purchased, including ballots, required to conduct the poll

Shall be shared evenly between the Regional District and the School District.

- 3 In the event that an Advanced, Additional Advanced, or General Voting Day poll is opened for the election of a Regional District Director, a School Board Director, and an Assent Vote related to Regional District matters the costs associated with the poll including
 - (a) The full cost of building rental including but not limited fees, insurance, and damage deposits
 - (b) The full cost wages, salaries, stipends, and mileage associated with the elections officials required to conduct the poll
 - (c) The full cost of materials both rented and purchased, including ballots, required to conduct the poll

Shall be allocated two thirds to the Regional District and one third to the School District.

- 4 In the event that an Advanced, Additional Advanced, or General Voting Day poll is opened exclusively for the election of a School Board Director, the costs associated with the poll including
 - (a) The full cost of building rental including but not limited fees, insurance, and damage deposits
 - (b) The full cost wages, salaries, stipends, and mileage associated with the elections officials required to conduct the poll
 - (c) The full cost of materials both rented and purchased, including ballots, required to conduct the poll

Shall be allocated entirely to the School District.

- 5 Elections Officers will be compensated in accordance with Regional District of Central Kootenay Election and Assent Voting Bylaw No. 2823, 2022 – See Schedule C Policies and Legislation. Elections Officials will be compensated at a rate of \$20.00/hour.

SCHEDULE C: POLICIES AND LEGISLATION

Relevant Portions of the School Board Act

- Div 3 Sec 37 Responsibility for Conducting Elections
- Div 3 Sec 38 Cost of Trustee Election Conducted By Municipality

Relevant Portions of the Local Government Act

- Div 2 Sec 57 Cost of Elections

Regional District Bylaws

- Regional District of Central Kootenay Election and Assent Voting Bylaw No. 2823, 2022 – See Attached


Regional District of Central Kootenay

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

Phone: (250) 352-6665 or 1-800-268-7325

Fax: (250) 352-9300

E-mail: rdck@rdck.bc.ca
GOODS AND SERVICES AGREEMENT
File #: File #

Project: Muncipal Bus Shelter R&M

GL Code: GL Code

THIS AGREEMENT executed in duplicate and dated for reference the:

 _____ day of _____, _____.
 (Day) (Month) (Year)

BETWEEN :

REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the "RDCK")

at the following address:

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

Telephone: 250-352-6665

AND

School District #10 (Arrow Lakes)

(hereinafter called the "Contractor")

at the following address:

School District #10 (Arrow Lakes)
98 6th Ave NW, Nakusp, BC V0G 1R0

Telephone #: 250-265-3638 ext. 3301

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE CONTRACTOR AGREE AS FOLLOWS:

- (a) **SERVICES:** The Contractor shall provide the services detailed in Schedule "A" of this Agreement (the "Services").
- (b) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **January 1, 2022** and ending on **December 31, 2022** (the "Term").
- (c) **LOCATION:** The location for delivery of the Services shall be those portion of Regional District of Central Kootenay Electoral Areas H and K within School District #10.
- (d) **CONTRACT PRICE:** Shall be in accordance with the formula described in Schedule B.
- (e) **BILLING DATE:** Upon completion of the Project
- (f) Schedules A and B are incorporated into, and form part of this Agreement.
- (g) The following terms and conditions are incorporated into, and form part of this Agreement:

THE CONTRACTOR'S OBLIGATIONS

1. The Contractor shall:
 - (a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A;
 - (b) Upon the request of the RDCK fully inform the RDCK of the work done by the Contractor in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and

- copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
- (c) Comply with all applicable municipal, provincial and federal legislation and regulations;
 - (d) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits;
 - (e) Promptly pay all persons employed by it;
 - (f) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;
 - (g) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
 - (h) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;
 - (i) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
 - (j) Be an independent Contractor and not the servant, employee or agent of the RDCK;
 - (k) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
 - (l) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;
 - (m) At its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work. Upon request, the Contractor shall provide the RDCK with proof of such compliance;
 - (n) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments;
 - (o) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not to the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee;
 - (p) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
 - (q) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred;
 - (r) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever;
 - (s) During the Term of this Agreement, take out and maintain commercial general liability insurance, and if applicable professional liability insurance or environmental impairment liability insurance, against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in a form acceptable to the Chief Financial Officer of the RDCK, in the amount of **\$2,000,000** per occurrence, naming the RDCK as an additional insured and shall provide the RDCK with a certificate of insurance upon execution of this Agreement, with such insurance including a cross liability clause and requiring the insurer not to cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand;
 - (t) Be solely responsible for determining what additional insurance coverage, if any, is necessary or advisable for the protection of the Contractor or that is required by the Contractor to fulfill its obligations under this Agreement with such additional insurance maintained and provided at the sole

- expense of the Contractor and with the Contractor being responsible for obtaining whatever additional insurance it deems necessary in respect of the Contractor's property located at the Worksite;
- (u) Inspect the site where the Services are to be performed (the "Site") and become familiar with all conditions pertaining thereto prior to commencement of the Services;
 - (v) Where materials and supplies are to be provided by the Contractor, use only the best quality available;
 - (w) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK's approval prior to their use;
 - (x) Not cover up any works without the prior approval or consent of the RDCK and, if so required by the RDCK, uncover such works at the Contractor's expense; and
 - (y) Keep the Site free of accumulated waste material and rubbish caused by it or the Services and, on the completion of the Services, leave the Site in a safe, clean and sanitary condition.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

2. The RDCK shall:
 - (a) subject to the provisions of this Agreement, pay the Contractor, in full payment for the Services which in the opinion of the RDCK at the times set out in Schedule B of this Agreement (herein called "Contract Price"), and the Contractor shall accept such payment as full payment for the Services;
 - (b) make available to the Contractor all available information considered by the RDCK to be pertinent to the Services;
 - (c) give the Contractor reasonable notice of anything the RDCK considers likely to materially affect the provision of the Services; and
 - (d) examine all studies, reports, sketches, proposals and documents provided by the Contractor under this Agreement, and render decisions pertaining thereto within a reasonable time.

TERMINATION OF AGREEMENT

3. In the event of a substantial failure of a party to perform in accordance with the terms and conditions of this Agreement, it may be terminated by the other party on ten (10) days' written notice.
4. The RDCK may, at its sole discretion, terminate this Agreement on ten (10) days' notice, and the payment of funds required to be made pursuant to Section 5 shall discharge the RDCK of all of its liability to the Contractor under this Agreement.
5. Where this Agreement expires or is terminated before 100% completion of the Services, the RDCK shall pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the RDCK prior to expiration or termination.
6. Where the Contractor fails to perform or comply with the provisions of this Agreement the RDCK may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

GENERAL TERMS

7. The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Services, and his decision on all questions in dispute with regard thereto, or as to the meaning and intentions of this contract, and as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no Services shall be deemed to have been performed as to entitle the Contractor to payment therefrom, until the RDCK is satisfied therewith.
8. The RDCK certifies that the Service purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore subject to the *Excise Tax Act* (Canada).

- 9. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 10. Time shall be of the essence of this Agreement.
- 11. Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 12. This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 13. A waiver of any provision or breach by the Contractor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
- 14. A waiver under Section 13 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 15. Everything produced, received or acquired (the "Material") by the Contractor or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Contractor or subcontractor, shall:
 - (a) be the exclusive property of the RDCK; and
 - (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.
- 16. The copyright in the Material belongs to the RDCK.
- 17. The RDCK may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed.
- 18. Where the Contractor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Contractor.
- 19. Where the Contractor is a partnership, all partners are to execute this Agreement.
- 20. Sections 1 b), i), j), r), and 16 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
- 21. Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY)	THE CONTRACTOR
)	
_____)	_____
Authorized Signatory)	Signing Officer
)	
_____)	_____
Print Name)	Print Name

SCHEDULE A

SERVICES

Service Area Extent

The services described within this agreement shall be provided for those portions of Regional District of Central Kootenay Electoral Areas H and K within School District #10

The Services

- 1 The intent of the services provided to the Regional District by School District #10 is to deliver an efficient, accessible, and well documented process for the Advanced, Additional Advanced, and General Voting polling days of the 2022 Local Government General Elections.
- 2 School District #10 will provide the following election services
 - (a) Onboarding, training, compensation, and off-boarding of Elections Officials
 - (b) Advanced, Additional Advanced, and General Voting Day polling
 - (c) Ballot counting, documentation, and preliminary results
- 3 The Regional District is responsible for coordinating and covering all costs for the following:
 - (a) Recruitment of Election Workers
 - (b) Management of the Regional District Voters list
 - (c) Announcing the beginning of the Regional District candidate nomination period.
 - (d) The distribution, receipt of, and processing associated with Regional District candidate nomination packages
 - (e) Announcing the closing of the Regional District candidate nomination period
 - (f) Regional District candidate orientation
 - (g) The declaration of Regional District candidates
 - (h) The declaration of Regional District candidate elections or no candidates
 - (i) The declaration of Regional District election by voting, by acclamation, or no election
 - (j) The declaration of Regional District Official Elections Results
 - (k) Administering Regional District Directors oaths of office
 - (l) Regional District Director orientation
 - (m) A judicial recount process associated with a Regional District Director Election
 - (n) Booking of polling venues

- (o) Polling station supplies and materials
- (p) Local Government ballots
- (q) Mail in ballot requests, printing, package assembly, and delivery
- (r) Requests to inspect elections materials
- (s) Scheduled retention and destruction of elections materials

SCHEDULE B**CONTRACT PAYMENT TERMS**

The charge for Elections Services will be calculated in accordance with the following formula:

In the event that an Advanced, Additional Advanced, or General Voting Day poll is opened for a Regional District ballot, a School Board ballot, or an Assent Vote ballot related to Regional District matters the costs associated with the poll including

- (a) The full cost of building rental including but not limited fees, insurance, and damage deposits
- (b) The full cost wages, salaries, stipends, and mileage associated with the elections officials required to conduct the poll
- (c) The full cost of materials both rented and purchased, excluding ballots, required to conduct the poll

Shall be allocated based on the distribution of ballots at the poll.

For example

A poll opened exclusively for a Regional District directorship would result in the cost of that poll being attributed to the Regional District.

A poll opened exclusively for School Board Trusteeship would result in the cost of that poll being attributed to the School District.

A poll opened for 2 School Board Trusteeship ballots and one Regional District directorship ballot would result in 2/3 of the cost being attributed to the School District and 1/3 of the cost being attributed to the Regional District.



Election Services Agreement

Contract #: 2022-082-ADM_SD20
Project: 2022 SD20 Elections
GL Code: OPR521-104

THIS AGREEMENT executed and dated for reference the:

day day of month, year
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the "RDCK")
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

AND

SCHOOL DISTRICT 20
(hereinafter called the "School District")
at the following address:
2001 Third Ave
Trail, BC V1R1R6

Agreement Administrator: Tom Dool
Telephone #: 250-354-3490
Email: tdool@rdck.bc.ca

Agreement Administrator: Natlie Verigen
Telephone: 250-368-6434 ext 133
Email: natalieverigin@sd20.bc.ca

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE SCHOOL DISTRICT AND THE RDCK AGREE AS FOLLOWS:

KEY TERMS

- 1 The parties agree that the RDCK shall provide the Services detailed in Schedule A of this Agreement (the "Services").
- 2 Notwithstanding the date of execution of this Agreement the RDCK shall provide the Services described in Schedule A hereof commencing on 1 June 2022 (the "Start Date") and ending on 29 December 2022 (the "Term"), unless terminated earlier in accordance with Section 9 or 10 of this Agreement.
- 3 The Location for delivery of the Services shall be multiple polling locations as may be required.
- 4 For the provision of Services, the School District shall pay the RDCK the amounts and rates described in Schedule B. The RDCK shall invoice the School District for the Services every month during the Term and the School District shall pay the RDCK within 30 days of receipt of each invoice.

DEFINITIONS

- 5 In this Agreement, words and phrases shall have the following meanings:
 - (a) "Agreement" means this Agreement;

- (b) **“Basic Services”** means those Services identified as Basic Services in Schedule A;
- (c) **“Claims”** referred to in Section 11 hereof, means collectively: claims, demands, actions, suits, losses, damages, costs (including legal costs), fines, penalties, charges and expenses, including those for bodily injury or death;
- (d) **“Default”** has the meaning described in Section 9;
- (e) **“Defaulting Party”** has the meaning described in Section 9;
- (f) **“Enactment”** has the same meaning as defined in section 1 of the British Columbia Interpretation Act;
- (g) **“Enhanced Services”** means those Services identified as Enhanced Services in Schedule A;
- (h) **“Force Majeure”** has the meaning described in Section 34;
- (i) **“Services”** means the Basic Services and the Enhanced Services listed in Schedule A provided by the RDCK under this Agreement;

6 The following Schedules are attached, incorporated into, and form part of this Agreement:

Schedule A:	Description of Services
Schedule B:	Payment Terms
Schedule C:	Applicable RDCK Policies

THE RDCK’S OBLIGATIONS

7 The RDCK shall:

- (a) undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A;
- (b) upon the request of the School District fully inform the School District of the Services done by the RDCK in connection with the provision of the Services and permit the School District at all reasonable times to inspect and review all works, data, specifications, drawings, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the School District as a result of this agreement;
- (c) comply with all applicable municipal, provincial and federal legislation and regulations, including, without limitation, the legislation and regulations governing the protection of information and privacy applicable to the School District;
- (d) exercise a standard of care, skill and diligence that could reasonably be expected of and observed in persons engaged in the performance of work or services similar to Services provided in similar local or provincial governments workplaces in British Columbia;
- (e) at its own expense, obtain Workers Compensation coverage for itself and all workers and agents employed or engaged in the execution of the Services; and
- (f) at all times, treat as confidential all records, data, information and material supplied to or obtained by the RDCK as a result of this Agreement, including that of the School District’s elected officials, appointed officers and employees, and the School District’s ratepayers, businesses and other members of the public, and not permit the publication, release or disclosure of the same without the prior written consent of the School District or in accordance with the applicable “enactment” (as defined in the British Columbia Interpretation Act);
- (g) respond to all requests made under section 5 of the Freedom of Information and Protection of Privacy Act in respect of the School District’s records in the possession of the RDCK by transferring the requests to the School District, as the initiator and primary custodian of the records, in accordance with section 11 of that Act;

- (h) not in any manner whatsoever commit or purport to commit the School District to the payment of any money except the payment as set out in Schedule B of this Agreement for the Services.

THE SCHOOL DISTRICT OBLIGATIONS

- 8 The School District shall:
- (a) subject to the provisions of this Agreement, pay the RDCK in full for the Services which are provided under this Agreement at the rates and amounts detailed in Schedule B and as otherwise provided under this Agreement;
 - (b) make available to the RDCK all available information pertinent to the Services. The School District shall ensure that all information provided to and relied upon by the RDCK in the delivery of the Services shall be accurate;
 - (c) give the RDCK reasonable notice of anything likely to materially affect the provision of the Services;
 - (d) examine all studies, reports, sketches, proposals and documents provided by the RDCK under this Agreement, and render decisions pertaining thereto within a reasonable time;
 - (e) at all times, treat as confidential all information and material supplied to or obtained by the School District as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK or in accordance with the applicable enactment;
 - (f) accept instructions from the RDCK in relation to the Services, and that the School District shall not be subject to the control of the RDCK in the manner in which such instructions are carried out;
 - (g) comply with all applicable municipal, provincial and federal enactments;
 - (h) abide by the policies and guidelines contained in Schedule C;
 - (i) not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money.

TERMINATION OF AGREEMENT

- 9 A failure by a party to perform its obligations under this Agreement constitutes a default (the “**Default**”) and upon a party committing Default (the “**Defaulting Party**”), the other a party may provide written notice to the Defaulting Party and require the Defaulting Party to rectify the Default within 60 days of the notice, failing which the party providing notice may immediately terminate this Agreement.
- 10 Either party may in its absolute discretion terminate this Agreement on not less than 180 days’ written notice to the other party.

INDEMNITIES AND INSURANCE

- 11 The School District releases, indemnifies and saves harmless the RDCK and its elected officials, officers, employees and agents from and against all claims, demands, actions, suits, loss, damage, costs (including legal costs), charges and expenses, including bodily injury or death (collectively “**Claims**”) which the RDCK may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligence, act or omission of the School District or any breach by the School District of any of its obligations, representations, warranties or covenants under this Agreement, unless such Claims arise in whole or in part by any negligence, act or omission of the RDCK or any breach by the RDCK of any of its obligations, representations, warranties or covenants under this Agreement.
- 12 The RDCK releases, indemnifies and saves harmless the School District and its elected officials, officers, employees and agents from and against all Claims which the School District may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly,

arising from any negligence, act or omission of the RDCK or any breach by the RDCK of any of its obligations, representations, warranties or covenants under this Agreement, unless such Claims arise in whole or in part by any negligence, act or omission of the School District or any breach by the School District of any of its obligations, representations, warranties or covenants under this Agreement.

- 13 The indemnities in Sections 11 and 12 survive the expiration or termination of this Agreement.
- 14 Under no circumstances will the RDCK be liable for any delay, failure, damage, loss, cost or injury caused by or resulting from:
 - (a) services supplied to the School District by or on behalf of a third party, whether under the direction of the RDCK or otherwise;
 - (b) the School District's errors, including incorrect instructions or information from the School District or the School District's failure to provide relevant information or documentation;
 - (c) the requirements of any civil or governmental authority, or service, communication or utility supplier;
 - (d) Release of personal information as defined in the BC Freedom of Information and Protection of Personal Privacy Act by the School District or a third-party;
 - (e) Any fines and penalties levied against the School District resulting from a privacy breach resulting from 15(d).
- 15 Each party shall take out and keep in force during the Term comprehensive general liability (including bodily injury, death, property damage, and damage or loss) insurance on an occurrence basis of not less than \$5,000,000.00 per occurrence (or such greater reasonable amount as the parties may agree to from time to time), which insurance shall include the other party as an additional insured and shall protect the other party in respect of claims as if that party were separately insured.
- 16 The insurance required to be maintained by each party shall be on terms and with insurers to which the other party has no reasonable objection and shall require the insurer to provide to the other party six months prior written notice of cancellation or material alteration of its terms.
- 17 At the time of execution of this Agreement and at other reasonable times requested by a party, the other party shall furnish evidence of insurance to the requesting party, either by means of a certified copy of the policy or policies of insurance with all amendments and endorsements or a certificate from that party's insurer which, in the case of comprehensive general liability insurance, shall provide such information as the other party reasonably requires.

DISPUTE RESOLUTION

- 18 If a dispute arises between the parties regarding this Agreement or any matter arising hereunder, the parties agree to avail themselves to the following procedures:
 - a) either party (the "Sender") may give written notice (the "Notice") to the other party that it wishes to resolve the dispute through the procedures set out in this section.
 - b) the Notice shall set out in reasonable detail the matter the Sender wishes to resolve, and the position of the Sender in respect to the disputed matter.
 - c) upon either party receiving a Notice, the Chief Administrative Officer of the Regional District and the Chief Administrative Officer of the School District shall meet and, in good faith, attempt to settle the dispute through negotiation.
 - d) if the dispute cannot be settled by negotiation within thirty (30) days of receipt of the Notice, the parties will attempt to resolve such dispute by mediation with each party paying one-half of the costs of the mediation.
 - e) if the dispute cannot be settled by mediation within a further thirty (30) days, either party may serve

an Arbitration Notice upon the other party to submit the dispute to arbitration in accordance with the Arbitration Act (B.C.) by a single arbitrator agreed upon by the parties.

- f) the decision of an arbitrator appointed pursuant to this Agreement is final and binding on the parties and shall be handed down within sixty (60) days of the arbitrator's appointment and shall contain detailed reasons for the decision.
- g) each party shall bear its own costs of any arbitration and pay one-half of the arbitrator's fee and expenses, including the cost of the site of the arbitration, unless otherwise ordered by the arbitrator.

GENERAL TERMS

- 19 The Regional District and the School District both acknowledge and agree that the printed, electronic and other records produced and maintained by the School District for the purpose of or in connection with the provision of the Freedom of Information and Protection of Privacy Act (B.C.) ("FIPPA") are under the custody and control of the School District. The School District agrees that it shall meet its statutory requirements and obligations under FIPPA. It shall process any requests under FIPPA in a timely fashion and copy the Regional District on any such response in relation to requests which affect or involve the Fire Protection Area.
- 20 Any amounts due and owing under this Agreement and unpaid within 60 days shall bear interest at the prime lending rate of the RDCK's financial institution, calculated and compounded monthly not in advance, from the date due until paid.
- 21 The School District certifies that the Services purchased pursuant to this Agreement are for the use of and are being purchased by the School District and are therefore subject to the *Excise Tax Act* (Canada). The School District is registered for Goods and Services Tax ("GST") purposes and shall be responsible for and account for all GST payable in connection with the Services.
- 22 This Agreement may be amended by mutual agreement of the parties evidenced in writing, duly signed by their authorized signatories.
- 23 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24 Time shall be of the essence of this Agreement.
- 25 The RDCK may provide similar Services to other municipalities or entities during the Term of this Agreement, provided such Services do not reasonably give rise to a conflict of interest with respect to the RDCK's duties under this Agreement or diminish the level of the Services available to the School District under this Agreement.
- 26 The School District and the RDCK expressly acknowledge that they are independent contractors and no agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement.
- 27 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 28 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 29 A waiver of any provision or breach by either party of any provision of this Agreement shall be effective only if it is in writing and signed by both parties.
- 30 A waiver under Section 28 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 31 This Agreement has been duly authorized by the requisite proceedings to enter into and execute this

Agreement by each party.

- 32 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of either party in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.
- 33 The parties will execute such further and other documents and so such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.
- 34 There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement, save as expressly set out in this Agreement and this Agreement constitutes the entire agreement between the parties and may not be modified except by subsequent agreement in writing executed by the parties.
- 35 The RDCK does not warrant that the Services provided by the RDCK pursuant to this Agreement will be free from interruptions caused or required by, strikes, riots, insurrections, labour controversies, accidents or other causes beyond the commercially reasonable control of the RDCK ("**Force Majeure**") and the School District releases the RDCK from any loss or expenses rising therefrom.
- 36 If the RDCK is rendered unable, wholly or in part, by Force Majeure to provide the Services then the RDCK shall provide to the School District notice of the Force Majeure as soon as reasonably possible, and to the extent that the RDCK's performance is impeded by the Force Majeure it shall not be in breach of its obligations under this Agreement. The parties acknowledge and agree that during an event of Force Majeure, the RDCK's obligations pursuant to this Agreement shall be reduced or suspended as the case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the RDCK to resume its obligations.
- 37 This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement and communication of execution by fax or electronic transmission shall constitute good delivery.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	SCHOOL DISTRICT 20
<hr/> <p>(Signature of Authorized Signatory)</p>	<hr/> <p>(Signature of Authorized Signatory)</p>
<hr/> <p>(Name and Title of Authorized Signatory)</p>	<hr/> <p>(Name and Title of Authorized Signatory)</p>
<hr/> <p>(Signature of Authorized Signatory)</p>	<hr/> <p>(Signature of Authorized Signatory)</p>
<hr/> <p>(Name and Title of Authorized Signatory)</p>	<hr/> <p>(Name and Title of Authorized Signatory)</p>

SCHEDULE A: DESCRIPTION OF SERVICES

The Service Area Extent

The services described within this agreement shall be provided for that portion of School District 20 within the Regional District of Central Kootenay.

The Services

- 1 The intent of the services provided to the School District by the RDCK is to deliver an efficient, accessible, and well documented process for the Advanced, Additional Advanced, and General Voting polling days of the 2022 School Board General Elections.
- 2 The RDCK will provide the following Election Services
 - (a) Onboarding, training, compensation, and offboarding of Elections Officials
 - (b) Direction regarding campaign election advertising, signage, sponsorship and endorsement
 - (c) Procurement of polling locations, required furnishing, and supplies.
- 3 The School District is responsible for coordinating and covering all costs for the following:
 - (a) Announcing the beginning of the School Board candidate nomination period.
 - (b) The distribution, receipt of, and processing associated with School Board candidate nomination packages
 - (c) Announcing the closing of the School Board candidate nomination period
 - (d) School Board candidate orientation
 - (e) The declaration of School Board candidates
 - (f) The declaration of School Board candidate elections or no candidates
 - (g) The declaration of School Board election by voting, by acclamation, or no election
 - (h) School Board Election Ballots
 - (i) School Board Election Voters Lists
 - (j) The declaration of Official Elections Results
 - (k) Administering School Board Directors oaths of office
 - (l) School Board Director orientation
 - (m) A judicial recount process associated with a School Board Director Election

SCHEDULE B: CONTRACT PAYMENT TERMS

The charge for Elections Services will be calculated in accordance with the following formula:

- 1 In the event that an Advanced or General Voting Day poll is opened exclusively for the Election of a Regional District Director the School District shall bare no cost associated with that poll.
- 2 In the event that an Advanced or General Voting Day poll is opened for the election of a Regional District Director and a School Board Director the costs associated with the poll including
 - (a) The full cost of building rental including but not limited fees, insurance, and damage deposits
 - (b) The full cost wages, salaries, stipends, and mileage associated with the elections officials required to conduct the poll
 - (c) The full cost of materials both rented and purchased, excluding ballots, required to conduct the

poll

Shall be shared evenly between the Regional District and the School District.

- 3** In the event that an Advanced or General Voting Day poll is opened exclusively for the election of a School Board Director, the costs associated with the poll including
- (a) The full cost of building rental including but not limited fees, insurance, and damage deposits
 - (b) The full cost wages, salaries, stipends, and mileage associated with the elections officials required to conduct the poll
 - (c) The full cost of materials both rented and purchased, excluding ballots, required to conduct the poll

Shall be allocated entirely to the School District.

- 4** Elections Officers will be compensated in accordance with Regional District of Central Kootenay Election and Assent Voting Bylaw No. 2823, 2022.

SCHEDULE C: RDCK POLICIES

Relevant Portions of the School Board Act

- Div 3 Sec 37 Responsibility for Conducting Elections
- Div 3 Sec 38 Cost of Trustee Election Conducted By Municipality

Relevant Portions of the Local Government Act

- Div 2 Sec 57 Cost of Elections

Regional District Bylaws

- Regional District of Central Kootenay Election and Assent Voting Bylaw No. 2823, 2022 – See Attached



May 26, 2022

Tracey Therrien, Chief Librarian
602 STANLEY STREET
Nelson, BC V1L 1N4

Dear Ms. Therrien:

RE: AMENDMENT TO NELSON PUBLIC LIBRARY/ RDCK SERVICE AGREEMENT

The Regional District of Central Kootenay and the Nelson Public Library wish to amend the agreement dated March 17, 2016 between the Regional District of Central Kootenay and the Nelson Public Library describing the terms of the financial contribution to the library from RDCK Electoral Area F and portions of RDCK Electoral Area H. This amendment establishes the financial contribution for the 2022 calendar year as follows:

1. TERM

Term of the agreement shall be extended from December 31, 2021 to December 31, 2022.

2. SECTION AMENDMENT

The table in Section 6.0 of the Agreement shall be amended as follows:

<u>Year</u>	<u>Area F Contribution</u>	<u>Area H Contribution</u>	<u>Total Contribution</u>
2022	\$95,981	\$68,284	\$164,265

Please quote Contract No. 6950-01 on all invoices associated with this agreement.

All other terms and conditions of the Agreement dated for reference the 17th day of March 2016 and the amendment letter dated for reference the 29th day of October 2020, shall remain in effect.

If you are in agreement with the above noted amendment please sign below and return a signed copy of this letter within five business days of the date of this letter. Should you have any questions please do not hesitate to contact Mike Morrison at mmorrison@rdck.bc.ca or (250) 352-8168.

Sincerely,

Mike Morrison
Manager of Corporate Administration/ Corporate Officer

MM/MPH

cc: Sarah Winton, Corporate Officer, City of Nelson

The Nelson Public Library hereby acknowledges and agrees to amend the Nelson Public Library/RDCK Service Agreement with the Regional District of Central Kootenay as outlined above.

Authorized Signatory

Authorized Signatory

Print Name

Print Name

Date

Date



Board Report

Date of Report: June 15, 2022
Date & Type of Meeting: June 16, 2022 Regular Board Meeting
Author: Mike Morrison, Manager of Corporate Administration
Subject: Award of RFP for Property Insurance Brokerage Services
File: 06-2230-10
Electoral Area/Municipality: Entire RDCK

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to seek Board direction on awarding the contract for property insurance brokerage services for the RDCK suite of required coverages.

SECTION 2: BACKGROUND/ANALYSIS

The RDCK's current property insurance coverage brokered by Aon Reed Stenhouse (Aon) expires on July 31, 2022. In anticipation of the upcoming expiry, the RDCK issued a Request for Proposals for Property Insurance Brokerage Services for a one –year period on May 11. The RFP document is attached to this report for Director's reference. Considering the currently challenging global market for insurance, brokers advised the RDCK to set an RFP deadline as close as possible to the current coverage expiry date in order to receive realistic pricing from insurers. This created challenging timing for review of proposals.

Within the RFP the RDCK requested coverage the following general types of insurance:

- Property and Business Interruption
- Equipment Breakdown and Business Interruption
- Terrorism & Sabotage
- Crime
- Cyber & Network Liability

The Request for Proposals closed in June 9. Two submissions were received. One submission was from Aon, the RDCK's incumbent property insurance service provider and who has handled RDCK property coverages since the 1980's. The other proposal was from the Municipal Insurance Agency of BC (MIABC), provider of the RDCK's general liability coverage. Both proposals were deemed to be complete and compliant. MIABC has provided property insurance coverage and brokerage business since 2014, and reports that 50% of MIABC members are now enrolled under their property insurance program.

Proposals were evaluated by the Manager of Corporate Administration/Corporate Officer, the General Manager of Finance, IT and Economic Development, and the Regional Manager- Operations and Asset Management, Community Services. Proposals were scored based upon the following criteria:

- Quality of Proposal and understanding of RDCK Requirements
- Overall Costs to RDCK
- Proponent team and experience
- RDCK experience with the Proponent
- Details of coverage
- Transition requirements
- Value added benefits

The proposal scoring indicated that the proposal from MIABC was the most advantageous for the RDCK. The highlights of their proposal include:

- Overall insurance premiums are estimated to be a minimum of 8% lower than Aon’s proposed program.
- MIABC coverage does not include a ‘margin clause’ that effectively limit amounts payable for a loss at RDCK facilities to a fixed percentage of the declared value for each facility. Aon’s coverage includes a margin clause, which could be detrimental to the RDCK in the event of a catastrophic loss.
- While each of the proposal contained different coverage details that could be comparatively favorable to the RDCK, MIABC’s proposed coverage was generally stronger in areas considered likelier to be of benefit to the RDCK. This includes better Property in the Course of Construction coverage, and better provisions for pollution cleanup, machinery breakdown, and coverage of personal property.
- The RDCK’s long –standing membership in MIABC has resulted in very positive and trusting working relationships between the two organizations
- MIABC directly insures their property program and clients pay on a ‘premium only’ basis with no brokerage fees attached. Effectively this coverage is separate from the brokered coverages. Note the RFP expressly allowed for coverages to be brokered or insured directly by the Proponent.
- MIABC offers stable pricing on premiums for the property component for a three-year period, subject only to any claims made. Comparatively, Aon’s insurance pricing has fluctuated year-to-year based on pricing from their insurers. In the current ‘hard market’ for insurance the stable pricing offered by MIABC is advantageous to the RDCK

Directors should note that the MIABC requires a three-year commitment from the RDCK to directly insure the property program, meaning the RDCK should remove this coverage from the scope of the overall brokerage contract after the first year.

As indicated in the RFP the final details of all coverages are to be negotiated with the selected broker. Additionally, the RFP allowed for some pricing to be provided on a provisional basis, on the assumption that final pricing would subject to the RDCK submitting further information to insurers following award of the brokerage services contract. This is the case with MIABC, hence the recommendation to award the brokerage services for an estimated amount.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Financial Plan Amendment:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Public/Gov’t Approvals Required:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

The proposed cost of the insurance program is within the amounts included in the 2022 financial plan.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

This procurement occurred in accordance with the requirements of the RDCK Purchasing Policy.

3.3 Environmental Considerations

None at this time

3.4 Social Considerations:

None at this time

3.5 Economic Considerations:

An effective insurance program is required to ensure financial stability for the RDCK

3.6 Communication Considerations:

None at this time

3.7 Staffing/Departmental Workplan Considerations:

Significant work would be required to complete the transition from the Aon coverage to the MIABC coverage in advance of the August 1 effective date. This will primarily impact the Administration, Finance and IT groups.

3.8 Board Strategic Plan/Priorities Considerations:

This links to the sustainable asset management Board priority

SECTION 4: OPTIONS & PROS / CONS

Maintaining an effective property insurance program is a core part of RDCK business functioning and coverage must be in place prior to August 1, 2022. The Board may direct that staff negotiate final terms and pricing with either of the two proponents. For the reasons outlined above staff recommend that MIABC be selected as the RDCK's insurance broker.

SECTION 5: RECOMMENDATIONS

That a one-year Property Insurance Brokerage Service contract be awarded to the Municipal Insurance Agency of BC (MIABC) in the estimated amount of \$278,750 and that staff be authorized to negotiate final terms and pricing with MIABC, and that the Board Chair and Corporate Officer be authorized to sign the necessary documents including a three-year commitment to continue Property and Business Interruption coverage through MIABC.

Respectfully submitted,

Signed by Mike Morrison

Mike Morrison, Manager of Corporate Administration

CONCURRENCE

Chief Administrative Officer – Stuart Horn **-Approved**

General Manager of Finance, IT and Economic Development– Yev Malloff- **Approved**

Craig Stanley- Regional Manager- Operations and Asset Management, Community Services- **Approved**

ATTACHMENTS:

Attachment A – RDCK Request for Proposal for Property Insurance Brokerage Services issue May 11, 2022



Request for Proposals

Property Insurance Brokerage Services

Issued on: May 11, 2022

Closing Location:

Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Closing Date and Time:

June 9, 2022 at 2:00 pm

Mike Morrison

Manager of Corporate Administration

250-352-8168

mmorrison@rdck.bc.ca

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PART 1 – INVITATION & INSTRUCTIONS TO PROPONENTS

1.1 EXECUTIVE SUMMARY

This Request for Proposal (RFP) is seeking a general insurance broker to act on the Regional District of Central Kootenay's behalf for a one year period commencing August 1, 2022 and ending July 31, 2023, in respect to the following general categories of insurance:

- Property and Business Interruption
- Equipment Breakdown and Business Interruption
- Terrorism & Sabotage
- Crime
- Cyber & Network Liability
- Accidental Death & Dismemberment

RFP milestones :

June 9	-	Deadline for submissions
June 2-9	-	Review proposals
June 17	-	RDCK Board award of contract
August 1	-	required date for insurance coverages to be in effect

The RDCK is seeking Proposals to supply the Services herein described on or before June 9, 2022.

1.2 REQUEST FOR PROPOSAL TERMINOLOGY

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a proposal in response to this Request for Proposal indicates acceptance of all the following terms.

Throughout this Request for Proposal, terminology is used as follows:

- (a) **"CONTRACT"** means the written agreement resulting from this Request for Proposal executed by the RDCK and the Consultant;
- (b) **"CONSULTANT"** means the successful Proponent to this Request for Proposal who enters into a written Contract with the RDCK;
- (c) **"MUST"** or **"mandatory"** means a requirement that must be met in order for a proposal to receive consideration;
- (d) **"PROPONENT"** means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;
- (e) **"REGIONAL DISTRICT"** means the Regional District of Central Kootenay (RDCK);
- (f) **"SHOULD"** or **"DESIRABLE"** means a requirement having a significant degree of importance to the objectives of the Request for Proposal;

1.3 PROPOSAL DOCUMENTS

To assist Proponents, the RDCK's Statement of Values, details of current insurance coverages and a five-year claims history are available to Proponents by submitting a request to Mike Morrison using the contact information on the cover page. The information package will be issued to Proponents following execution of a non-disclosure agreement between the Proponent and the RDCK.

It is the responsibility of the Proponent to ascertain that they have received a full set of Proposal documents. Upon submission of their Proposal, the Proponent shall be deemed conclusively to have been in full possession of a full set of Proposal Documents.

1.4 INQUIRIES AND CLARIFICATIONS

It is the responsibility of the Proponent to thoroughly examine the documents and ensure that the requirements contained are fully understood.

Requests for clarifications or additional information related to this Request for Proposal should be directed, **in writing**, to the following person:

Mike Morrison
Manager of Corporate Administration
250-352-8168
mmorrison@rdck.bc.ca

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Regional District's option.

1.5 EXAMINATION OF SITES AND LOCAL CONDITIONS

The Proponent must satisfy themselves as to the practicability of executing the work in accordance with the Contract, and shall be held to have satisfied themselves in every particular before making up a Proposal, by inquiry and by attending a site visit if it is a requirement.

1.6 PROPOSAL CLOSING DATE, TIME AND LOCATION

Proposals must be submitted by the Closing Date and Time to the Closing Location identified on the cover page of this Request for Proposal.

1.7 PROPOSAL SUBMISSIONS

A digital PDF format of the Proposal submission must be sent by e-mail to: **mmorrison@rdck.bc.ca**

The RDCK email server has about a 10mb file size limit. Proponents are to ensure that they have gotten a confirmation of receipt of email prior to the closing time. Larger submissions should be broken down into 2 or more emails or arrangements should be made ahead of time for file transfer by ftp. Mailed paper proposals or faxed proposals will not be accepted.

1.8 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All responses to this Request for Proposal become the property of the RDCK. By submitting a Proposal, the Proponent agrees the RDCK has the right to copy the Proposal Documents. Proposals will be held in confidence by the RDCK, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act. The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the RDCK may disclose all or part of any Proposal to the RDCK Board at a public meeting of the Board, when making a recommendation for the award of the Contract.

1.9 RDCK'S RIGHT TO ACCEPT OR REJECT PROPOSAL

The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal, which it deems most advantageous and favourable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. If there is only one compliant Proposal received by the Closing Date, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this Request for Proposal at any time prior to entering into a Contract with the Consultant. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Proponent – not just where there is only one compliant Proposal.

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected. The RDCK, however, may at its sole discretion reject or retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

1.10 NO CLAIM FOR COMPENSATION

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposal, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim. In no event will the RDCK be responsible for the costs of preparation or submission of a Proposal.

1.11 CONFLICT OF INTEREST

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent has any financial or personal relationship or affiliation with any elected official or employee of the RDCK or their immediate families which might in any way be seen (in the RDCK's sole and unfettered discretion) to create a conflict.

1.12 ANTI-COLLUSION, FRAUD & CORRUPTION

The Proponent shall not communicate to any person prior to the opening of Proposals (other than to the RDCK through the delivery of a Proposal in the prescribed manner) the amount of any Proposal, or at any time adjust the amount of any Proposal by arrangement with any other persons, make any arrangement with any other person about whether or not he or that other person should or should not submit a Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process.

Any breach of this provision or non-compliance on the part of a Proponent shall, without affecting the Proponent's liability for such breach or non-compliance, result in the Proposal's disqualification.

1.13 CONFIDENTIALITY

Confidential information about the RDCK obtained by Proponents must not be disclosed unless authorized to do so, in writing, by the RDCK. The Proponent agrees that his obligation of confidentiality will survive the termination of any Contract awarded under this Proposal process.

1.14 IRREVOCABILITY AND ACCEPTANCE OF PROPOSAL

After the Closing Date and Time, all Proposals are irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the RDCK for the Work on the terms and conditions set out in the Proposal. Each Proposal will be irrevocable and open for acceptance by the RDCK for a period of ninety (90) calendar days from the day following the Proposal Closing Date and Time, even if the Proposal of another Proponent is accepted by the RDCK. By submission of a clear and detailed written notice the Proponent may amend or withdraw its Proposal PRIOR to the closing date and time.

1.15 IRREGULARITIES AND INFORMALITIES

The RDCK reserves the right, at its sole discretion to waive minor irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so.

1.16 DISCREPANCIES OR OMISSIONS

Proponents finding discrepancies or omissions in the specifications or other documents or having any doubts about the meaning or intent of any part thereof should immediately request, in writing, clarification from **Mike Morrison** by emailing mmorrison@rdck.bc.ca, who will send written instructions or explanations to all parties having a set of the Proposal Documents. Any work on a Proposal done by the Proponent after the discovery of discrepancies, errors or omissions, which the Proponent fails to seek clarification about, shall be done at the Proponent's risk.

1.17 MODIFICATION OF TERMS/ADDENDA

The RDCK reserves the right to modify the terms of this Request for Proposal at any time before the Closing Date and Time in its sole discretion. Written Addenda are the only means of amending or clarifying any of the information contained in the information package. The RDCK may amend or clarify the information package by issuing an Addendum. No employee or agent of the RDCK is authorized to amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The RDCK makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to closing of this Invitation to Proposal shall become a part of the Proposal Documents.

1.18 LIABILITY FOR ERRORS

While the RDCK has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for

Proponents. The information is not guaranteed or warranted to be accurate by the RDCK, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

1.19 BASIS OF CONTRACT AWARD

Proponents are hereby notified that the RDCK intends to review and enter into a Contract for the Work based not only on the Proposal price, but the other factors considered essential by the RDCK to provide a service for the Work being requested. Proposal evaluation may include, but is not limited to:

- Qualifications and experience the Proponent's team
- References provided by other clients of the Proponent
- Experience of the Proponent on past work with the RDCK
- Availability of Proponent team to complete the work in a timely manner
- Compliance with these terms of reference and completeness of the Proposal
- Total overall cost to the RDCK
- Proponent's understanding of RDCK requirements and expectations
- Details of coverages, limits, deductibles and exclusions proposed or offered by the Proponent
- The overall value that the Proposal represents to the RDCK, based on quality, service and price
- Options, services and any other value-added benefits offered by the Proponent which are not specifically addressed in this Request for Proposal

The evaluation process will be conducted solely at the discretion of the RDCK. The RDCK may decide to utilize other criteria in the review of Proposals other than those set forth above; in particular, the price to carry out the work will not be the only or primary criterion that will be utilized by the RDCK. The RDCK reserves the right to make inquiries regarding any or all Proposals and to verify all information submitted by Proponents. Proponents shall be competent and capable of performing the work. Proponents may be required to provide further evidence of previous experience and financial responsibility.

The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into a Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.

Proponents are advised that, after receipt of Proposals and prior to award of Contract, Proponents may be required to provide the RDCK with additional information concerning the Proponent or their Proposal including, but not limited to, a further breakdown of relevant components of the proposed prices.

The RDCK reserves the right to reject any Proposals of a company that is, or whose principals are, at the time of submitting a Proposal, engaged in a lawsuit against the RDCK in relation to work similar to that being proposed.

The RDCK reserves the right to reject any Proposals of a company that owes, or whose principals owe, monies to the RDCK at the time of submitting a Proposal.

1.20 DEFINITION OF CONTRACT

This Request for Proposal should not be construed as an Agreement or Contract to purchase goods or services. The RDCK is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or

with any Proponent. The RDCK will be under no obligation to receive further information, whether written or oral, from a Proponent after the Proposal Closing Date and Time.

Neither the acceptance of a Proposal nor the execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.

Notice in writing to a Proponent that it has been identified as the Consultant and the subsequent full execution of a written Agreement will constitute a Contract for the performance of the Work and no Proponent will acquire any legal or equitable rights or privileges relative to the Work until the occurrence of both such events.

1.21 FORM OF CONTRACT

By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a Services Agreement with the RDCK within fifteen (15) days of the date of the Notice of Award. A copy of the RDCK's preferred Services Agreement form is attached in Schedule A.

By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing provide to the RDCK proof of insurance and a WorkSafe BC Clearance Letter prior to the RDCK executing the Services Agreement.

PART 2 – SCOPE OF SERVICES AND REQUIREMENTS

The RDCK requires the following insurance brokerage, risk management and other services:

2.1 SCOPE OF SERVICES

Scope of Services will include, but not be limited to, all associated tasks to provide the following:

- (a) Manage the RDCK's property insurance program;
- (b) Review, analyze, market and bind insurance coverages for the RDCK's property insurance policies and cyber insurance policies;
- (c) Generate and provide insurance certificates and reports;
- (d) Process claims;
- (e) Provide risk assessment advice; and
- (f) Identify opportunities for the RDCK to reduce insurance premiums.

*Proponents should note that the RDCK secures all of its commercial general liability insurance, except with respect to licensed motor vehicles, with the Municipal Insurance Association of BC.

2.2. REQUIREMENTS

At minimum, the Contractor should provide the following:

- (a) Act as the RDCK's insurance broker.

- (b) Provide guidance with respect to self-insured retentions and appropriate deductible levels.
- (c) Market the RDCK's insurance program to reputable and financially secure insurers to obtain the best overall coverage for the RDCK. Coverages may be placed with insurers or insured directly. The Contractor shall meet the RDCK's requirement to have all coverage in place prior to the RDCK's renewal date of August 1, 2022.
- (d) Provide advice and assistance on a diverse range of risk management strategies including climate risk, fleet safety, alternative risk financing, cost of risk analysis, retention analysis, risk mapping, and like services.
- (e) As may be required from time to time provide loss control/prevention services and advice.
- (f) Where the RDCK has claims with its insurers, the broker will assist with expediting claims, including research required. This is for all claims arising during the term of appointment even if they originate prior to the appointment.
- (g) Make available skilled and knowledgeable staff to respond to telephone enquiries during business hours and after hours in an emergency.
- (h) Provide certificates of insurance within 2 business days.
- (i) Evaluate retention levels and coverage needs, making recommendations in the program to maximize coverage and minimize costs, as appropriate and consistent with the RDCK's corporate objectives.
- (j) Prepare regular reports identifying anticipated market conditions, and to conduct pre-marketing meetings to discuss insurance needs, insurance wordings and marketing strategies.
- (k) Evaluate the commitment and financial security and capacity of insurers.
- (l) Perform periodic environmental scans to identify opportunities and insurance markets and options to meet the RDCK's needs.
- (m) Prepare, review and deliver all policy documents in a timely manner.
- (n) Bind insurance coverage after the RDCK agrees to all wordings.
- (o) Service existing insurance policies and new ones place, including checking the policy working for appropriate content and accuracy.
- (p) Attend meeting, as necessary, with RDCK staff.
- (q) Facilitate meetings with RDCK staff and insurance markets/underwriters where desired or required.
- (r) Submit an annual stewardship report prior to the anniversary date of the appointment.
- (s) Provide annually, a current insurance program overview report including descriptions of coverage highlights and graphing the RDCK's insurance program, claims history, and underwriting data, at a time directed by the RDCK.
- (t) The Contractor and all the team members serving the RDCK's account must be duly qualified and licensed

to act as an agent or broker in the Province of British Columbia.

- (u) All insurance policies should include a sixty (60) day written notice of cancellation by the Insurer, unless otherwise noted and agreed to by the Insured.
- (v) The RDCK prefers property coverages to include provisions for rebuilding in an alternate location following a catastrophic loss. Proponents should indicate if this option is included or not
- (w) The Proponent should provide coverage for the following general categories of insurance:
 - (i) Property and Business Interruption
 - (ii) Equipment Breakdown and Business Interruption
 - (iii) Terrorism & Sabotage
 - (iv) Crime
 - (v) Cyber & Network Liability
 - (vi) Accidental Death & Dismemberment

2.3. COMPETENCY

The Contractor must have the necessary competence, experience and qualified personnel to carry out all aspects of the work. The Contractor must employ properly licensed and trained personnel throughout the duration of the Agreement. The Contractor must have experience in, and provide expertise in, but not limited to, the following:

- (a) **Strategic Analysis and Marketing**
 - (i) Reviewing existing insurance policies and preparing policy renewal strategies in advance of policies' expiration;
 - (ii) Evaluating retention and deductible levels and coverage needs;
 - (iii) Providing information on emerging trends and market conditions;
 - (iv) Conducting pre-marketing meetings to discuss insurance wording and marketing strategies;
 - (v) Identifying and analyzing all viable markets for the RDCK's insurance requirements;
 - (vi) Preparing marketing and underwriting information and submitting to potential insurers; and
 - (vii) Making recommendations to maximize coverage and minimize costs.
- (b) **Placing Insurance**
 - (i) Evaluating the commitment and financial capacity of insurers;
 - (ii) Obtaining competitive insurance quotations;
 - (iii) Assisting the RDCK to negotiate the most favourable rates and coverage;
 - (iv) Providing analysis of proposed policy wording and advising of changes to existing policies at renewal;
 - (v) Preparing and reviewing policy documents;
 - (vi) Obtaining and reviewing insurance policies for accuracy;
 - (vii) Binding coverage, upon approval by the RDCK, no later than August 1, 2022;
 - (viii) Providing Certificates of Insurance as requested.

(c) **Reviewing Insurance Contracts & Documents**

- (i) Providing professional opinion and recommendations regarding insurance and related risk management options, including indemnities and other forms of contractual risk transfer;
- (ii) Reviewing the RDCK's Certificates of Insurance required for contracts upon request; and
- (iii) Reviewing policies and providing professional opinion and recommendations upon request.

(d) **Professional Insurance and Risk Management Consulting**

- (i) Providing risk management and consulting services which increase the RDCK's ability to effectively and efficiently manage the RDCK's financial exposure to risk including alternate risk financing, risk transfer, cost of risk analysis, retention analysis and other;
- (ii) Providing a response to all inquiries relating to risk management issues;
- (iii) Acting as RDCK's insurance Broker, consultant and risk advisor, as applicable, with respect to the coverages;
- (iv) Assisting with assessing the RDCK's risk exposures; and
- (v) Providing value added risk management services and reporting.

2.4. KEY PERSONNEL

The Contractor will be required to maintain key members of the project team as proposed throughout the duration of the Agreement. Any proposed changes to the project team must be agreed upon in writing by the RDCK.

PART 3 – PROPOSAL SUBMISSION

3.1 PROPOSAL FORMAT

The Proposal should clearly convey the Proponent's intent in a clear and concise manner. The Proposal should contain a covering letter, Table of Contents and a short executive summary of the key features of the proposal. All pages should be consecutively numbered.

3.2 PROPOSAL CONTENT

3.2.1 The Firm

- (a) Firm Experience / Past Performance - The firm's past experience with municipal property insurance and that experience specifically relating to similar work.
- (b) Project Team - The qualifications and experience of the personnel the Proponent intends to use for the Work.
- (c) Proposed Underwriters – The qualifications and experience and financial capacity of the insurance underwriters.
- (d) Provide confirmation that your organization is licensed and in good standing to operate with all applicable regulatory bodies in the Province of British Columbia.

3.2.2 The Proposal

- (a) **Methodology / Task Evaluation** - The Proponent's approach to the services required as set out in Part 2 Specifications. Consideration is given to whether the Proponent has effectively addressed each aspect of the Request for Proposal, thoroughly understood the requirements of the Request for Proposal, and proposed a suitable approach. The Proponent is expected to adhere as closely as possible to the project components outlined in Part 2; however, Proponents may suggest alternative approaches or propose modifications to the specifications.

Provide a detailed plan of approach including marketing and servicing plan for the above service requirements as described in Part 2. Describe methods to be used to ensure that there are adequate insurance coverages to protect RDCK's operations at a competitive cost. Describe how the proposed services are to be delivered and include an outline of a quality control / quality assurance plan for the proposed service and detail accountability and stewardship.

- (b) **Scheduling / Work Plan** - The completeness of the task items and rationale of the work plan which shows a clear indication of the anticipated work schedule along with any other supporting documents pertinent to the project. The RDCK requests that proponents agree to meet or better the following project deliverable milestones for completion of the project schedule:

June 9	-	Deadline for submissions
June 2-9	-	Review proposals
June 17	-	RDCK Board award of contract
August 1	-	Required date for insurance coverages to be in effect

- (c) **Insurance Markets** - Indicate the nature and extent of your firm's relationship with the insurance industry including your firm's access and leverage with individual insurance markets. Discuss the relationship of that market to your firm, including any financial and ownership relationship.
- (d) **Communication** - Describe the means by which you would keep up to date with RDCK's activities, exposures and ongoing needs; and describe the method and the frequency by which information relevant to RDCK would be communicated (i.e. market changes).
- (e) **Related Services** - Proponents should describe in detail what their company is able to offer with respect to the following services:
- (i) Risk management advice, including loss control / prevention, relating to insurance portfolio awarded;
 - (ii) Exposure analysis; and
 - (iii) Other technical services that you would be able to provide to RDCK.
- (f) **Claims Support** - Proponents should describe their ability to assist RDCK with claims negotiation with insurers, including how your firm will expedite claims with insurers to ensure fair and timely loss settlements. Advise what assistance your firm is willing to make available to assist RDCK in compiling accurate information for the underwriters.
- (g) **Cyber Insurance - Proponents** should provide application forms for cyber insurance to be completed by the RDCK and any other documents that may be required for the RDCK to attain cyber insurance coverage in advance of August 1, 2022.

- (h) **Premiums and Pricing** - The Proponent should provide the following:
 - (iv) The annual premium and terms for all policies to be placed or directly insured on behalf of the RDCK. Pricing should be firm for coverages and if there are any components where the pricing is provisional, this must be indicated as such by the Proponent.
 - (v) Outline the proposed basis of the annual brokerage remuneration. The RDCK is willing to consider compensation either on a commission or fixed fee for services basis.
 - (vi) If applicable, provide the costs for any additional services offered in your proposal and identify which are not included in the annual fee or commission.

- (i) **Details of Coverage** - Proponents should provide details of coverages in accordance with the format provided within the information package

- (j) **References** - Proponents should provide a minimum of three local references that RDCK may contact to verify the reputation, resources, and qualifications of your firm.

- (k) **Value Added Services** - Proponents are invited to provide information on other services your firm provides that would assist or would benefit RDCK. For each service, state the cost if it will be in addition to the quoted fee. Examples of this may include a description of:
 - (vii) The Proponent's access to industry trend information, etc.
 - (viii) Opportunities available to incorporate elements of the Build Back Better framework into insurance coverages.
 - (ix) The Proponent's experience with assisting clients with responding to catastrophic losses and the resources and products available to assist in those situations.
 - (x) Any other unique or notable services or features offered by the Proponent that may provide additional value to the RDCK.

- (l) **Transition Plan** - Proponents should provide a description of their proposed transition plan in order to minimize any potential business interruptions and to ensure there are adequate / appropriate insurance coverages protecting RDCK during the changeover.

Goods and Services Agreement

Contract #: YYYY-##-DEPT_CONTRACTOR_NAME
Project: Add project name
GL Code: Add code

THIS AGREEMENT executed and dated for reference the:

day day of month, year
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the “RDCK”)
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

AND

CLICK HERE TO ADD RECIPIENT NAME
(hereinafter called the “Recipient”)
at the following address:
Click here to add address
City, Province, Postal Code

Agreement Administrator: Add name
Telephone #: Click here to add phone #
Email: Click here to add email

Agreement Administrator: Add name
Telephone: Click here to add phone #
Email: Click here to add email

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE CONTRACTOR AGREE AS FOLLOWS:

- (a) **SERVICES:** The Contractor shall provide the services detailed in Schedule “A” of this Agreement (the “Services”).
- (b) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **[Start Date]** and ending on **[End Date]** (the “Term”).
- (c) **LOCATION:** The location for delivery of the Services shall be [Location].
- (d) **CONTRACT PRICE/RATE:** \$[Amount] (excluding GST) and on the terms set out in Schedule B.
- (e) **BILLING DATE:** Choose Billing Option.
- (f) Schedules A and B are incorporated into, and form part of this Agreement.
- (g) The following terms and conditions are incorporated into, and form part of this Agreement:

THE CONTRACTOR'S OBLIGATIONS

- 1 The Contractor shall:
 - (a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A;
 - (b) Upon the request of the Regional District of Central Kootenay (herein after called the "RDCK") fully inform the RDCK of the work done by the Contractor in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
 - (c) Comply with all applicable municipal, provincial and federal legislation and regulations;
 - (d) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits;
 - (e) Promptly pay all persons employed by it;
 - (f) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;
 - (g) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
 - (h) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;
 - (i) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
 - (j) Be an independent Contractor and not the servant, employee or agent of the RDCK;
 - (k) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
 - (l) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;
 - (m) At its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work. Upon request, the Contractor shall provide the RDCK with proof of such compliance;
 - (n) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments;
 - (o) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not to the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee;
 - (p) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
 - (q) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all

expenses incurred;

- (r) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as “**Claims**”), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other contractor(s), assign(s) and authorized representative(s) or any other persons;
- (s) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever;
- (t) During the Term of this Agreement, take out and maintain commercial general liability insurance, and if applicable professional liability insurance or environmental impairment liability insurance, against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in a form acceptable to the Chief Financial Officer of the RDCK, in the amount of **Amount of Insurance** per occurrence, naming the RDCK as an additional insured and shall provide the RDCK with a certificate of insurance upon execution of this Agreement, with such insurance extended to include the Contractor’s Blanket Contractual Liability and include a cross liability clause and requiring the insurer not to cancel or materially change the insurance without first giving the RDCK thirty days’ prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand;

The insurance policy (policies) carried by the Contractor will be primary in respect to the operation of the named insured pursuant to the contract with the local government. Any insurance or self-insurance maintained by the local government will be in excess of such insurance policy (policies) and will not contribute to it;

If the nature of the services or goods provided requires the use of vehicles, the Contractor shall take out and maintain Automobile Liability (third party) insurance with a minimum limit of \$5,000,000.

- (u) Inspect the site where the Services are to be performed (the “Site”) and become familiar with all conditions pertaining thereto prior to commencement of the Services;
- (v) Where materials and supplies are to be provided by the Contractor, use only the best quality available;
- (w) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK’s approval prior to their use;
- (x) Not cover up any works without the prior approval or consent of the RDCK and, if so required by the RDCK, uncover such works at the Contractor’s expense; and
- (y) Keep the Site free of accumulated waste material and rubbish caused by it or the Services and, on the completion of the Services, leave the Site in a safe, clean and sanitary condition.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

- 2 The RDCK shall:
- (a) Subject to the provisions of this Agreement, pay the Contractor, in full payment for the Services which in the opinion of the RDCK at the times set out in Schedule B of this Agreement (herein called "**Contract Price**"), and the Contractor shall accept such payment as full payment for the Services;
 - (b) Notwithstanding Subsection 2(a), not be under any obligation to advance to the Contractor more than 90% of the Contract Price for Services rendered in accordance with Schedule A to the satisfaction of the RDCK. The 10% holdback shall be retained and paid back in accordance with the *Builder Lien Act*;
 - (c) Providing that it is not in breach of any of its obligations under this Agreement, holdback from the Contract Price in addition to the 10% holdback contemplated in Subsection 2(b), sufficient monies to indemnify the RDCK completely against any lien or claim of lien arising in connection with the provision of the Services;
 - (d) Make available to the Contractor all available information considered by the RDCK to be pertinent to the Services;
 - (e) Give the Contractor reasonable notice of anything the RDCK considers likely to materially affect the provision of the Services; and
 - (f) Examine all studies, reports, sketches, proposals and documents provided by the Contractor under this Agreement, and render decisions pertaining thereto within a reasonable time.

TERMINATION OF AGREEMENT

- 3 In the event of a substantial failure of a party to perform in accordance with the terms and conditions of this Agreement, it may be terminated by the other party on five (5) days' written notice.
- 4 The RDCK may, at its sole discretion, terminate this Agreement on ten (10) days' notice, and the payment of funds required to be made pursuant to Section 5 shall discharge the RDCK of all of its liability to the Contractor under this Agreement.
- 5 Where this Agreement expires or is terminated before 100% completion of the Services, the RDCK shall pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the RDCK prior to expiration or termination.
- 6 Where the Contractor fails to perform or comply with the provisions of this Agreement the RDCK may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

GENERAL TERMS

- 7 The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Services, and his decision on all questions in dispute with regard thereto, or as to the meaning and intentions of this contract, and as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no Services shall be deemed to have been performed as to entitle the Contractor to payment therefrom, until the RDCK is satisfied therewith.
- 8 The RDCK certifies that the Service purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore subject to the *Excise Tax Act* (Canada).
- 9 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 10 Time shall be of the essence of this Agreement.

- 11 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 12 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 13 A waiver of any provision or breach by the Contractor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
- 14 A waiver under Section 13 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 15 Everything produced, received or acquired (the “**Material**”) by the Contractor or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Contractor or subcontractor, shall:
 - (a) be the exclusive property of the RDCK; and
 - (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.
- 16 The copyright in the Material belongs to the RDCK.
- 17 The RDCK may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed.
- 18 Where the Contractor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Contractor.
- 19 Where the Contractor is a partnership, all partners are to execute this Agreement.
- 20 Sections 1 b), i), j), r), and 16 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
- 21 Parts 2, 3 and 4 of the Request for Quote/Request for Proposals/Invitation to Tender of the RDCK dated [Date] and the Contractor’s Quote/Proposal/Bid provided in response are hereby incorporated into and forms part of this Agreement.
- 22 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered. IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	CLICK HERE TO ADD RECIPIENT NAME
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Signature of Authorized Signatory)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Signature of Authorized Signatory)
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Name and Title of Authorized Signatory)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Name and Title of Authorized Signatory)
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Signature of Authorized Signatory)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Signature of Authorized Signatory)

<hr/> <p>(Name and Title of Authorized Signatory)</p>	<hr/> <p>(Name and Title of Authorized Signatory)</p>
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SCHEDULE A: SERVICES

[Describe Services]

SCHEDULE B: CONTRACT PAYMENT TERMS

- 1 Total budget shall not exceed \$[Amount] (excluding GST).
- 2 Invoices to be submitted Choose Billing Option.
The following contract number **must** be quoted on the invoice(s): **YYYY-##-DEPT_CONTRACTOR_NAME**.
- 3 Invoices to be paid on net 30 day term.
- 4 GST (if applicable) shall be listed as a separate line item on all invoices.



REGIONAL DISTRICT OF CENTRAL KOOTENAY

Nelson, BC

SCHEDULE AND STATEMENT OF FINANCIAL INFORMATION

**For the Year Ended
December 31, 2021**

**REGIONAL DISTRICT OF CENTRAL KOOTENAY
SCHEDULE OF REMUNERATION AND EXPENSES
6 (2) (a) 2021 SCHEDULE OF ELECTED OFFICIAL'S REMUNERATION AND EXPENSES**

Name	Position	Monthly Allowance	Board & Committee	Total Payroll	Total Expenses	TOTAL
Bayeur-Holland, Cloe M	Alternate Director		153	153	-	153
Casemore, Adam	Director	41,484	8,922	50,406	1,545	51,951
Comer, Jennifer L	Director	16,092	1,000	17,092	926	18,018
Cunningham, Hans	Director	41,484	6,176	47,660		47,660
Davidoff, Andrew	Director	41,484	8,251	49,735	1,121	50,856
Duff, Kirk	Director	9,993	3,134	13,127	757	13,884
Elford, James G	Alternate Director		1,312	1,312	-	1,312
Faust, Ramona	Director	41,484	6,176	47,660	1,859	49,519
Fyke, John G	Alternate Director		156	156	-	156
Hewat, Suzan	Director	16,092	9,343	25,435	2,838	28,273
Hughes, Joseph	Director	16,092	2,325	18,417	-	18,417
Jackman, Garry	Director	41,484	11,198	52,682	4,922	57,604
Leduc, Robert S	Alternate Director		156	156	-	156
Lockwood, Diana LD	Director	16,092	7,112	23,204	401	23,605
Lunn, Jessica	Director	16,092	4,710	20,802		20,802
Main, Leah	Director	16,092	11,886	27,978	3,180	31,158
Morrison, Janice A	Director	16,092	6,332	22,424	2,804	25,228
Moss, Colin	Director	16,092	4,819	20,911	-	20,911
Newell, Thomas	Director	41,484	10,700	52,184	4,660	56,844
Page, Keith	Alternate Director		265	265	-	265
Peterson, Paul	Director	41,484	6,067	47,551	377	47,928
Popoff, Walter A	Director	41,484	25,792	67,276	4,310	71,586
Rye, Daniel H	Director	5,364	2,676	8,040	-	8,040
Smith, Ricky	Director	41,484	5,287	46,771	475	47,246
Tassone, Bruno	Director	358		358	-	358
Wall, Tanya	Director	41,484	5,334	46,818	34	46,852
Watson, Aimee	Director	41,484	48,006	89,490	769	90,259
Watson, Laurie D	Alternate Director		468	468	-	468
Zeleznik, Thomas M	Alternate Director		3,916	3,916	475	4,391
		600,774.91	201,672	802,447	31,455	833,901

REGIONAL DISTRICT OF CENTRAL KOOTENAY
SCHEDULE OF REMUNERATION AND EXPENSES
6 (2) (b) & (c) 2021 SCHEDULE OF EMPLOYEES REMUNERATION & EXPENSES

Name	Position	EARNINGS	TOTAL EXPENSES	TOTAL
Bebelman, Aaron	Regional Training Officer	93,974	7,131	101,105
Benson, Marty G	Manager Recreation	102,330		102,330
Bloodoff, Vanessa	Aquatics Programmer - NDCC/CDCC	79,044	1,952	80,996
Bourgeois, Jesse	Recreation Service Programmer Creston	76,046		76,046
Chemenko, Rob	Operations Supervisor Nelson	94,568	596	95,164
Chirico, Joseph	Gen Manager Comm Srvs	142,281		142,281
Chmara, Erick	Systems Support Technician	77,603		77,603
Crockett, Jim	Manager Recreation	100,526		100,526
Crowe, Mark M	Planner	82,193		82,193
Drabik, Fernando	Corporate Information Services Tech	84,925		84,925
Durning, Stuart	Working Foreman	79,389		79,389
Elliott, Dan	Communications Coordinator	86,012		86,012
Ethier, Steve	Utilities Supervisor	92,874	2,761	95,635
Evenson, AJ	Senior Project Manager	100,522	1,101	101,623
Faulkner, Paul	Senior Energy Specialist	76,949	177	77,126
Friesen, Matthew	Financial Analyst	86,385	950	87,335
Gaschnitz, Lindsay	Human Resources Advisor	90,760	167	90,927
Gaynor, Cary	Regional Parks Manager	90,295	167	90,462
Hannon, Nora	Regional Fire Chief	143,532	701	144,233
Hawkins, Dana	Planner 2	82,741	576	83,317
Hergot, Pat	Fire Chief	75,712		75,712
Horn, Stuart	Chief Administrative Officer/Chief Financial Officer	244,536	5,961	250,497
Ihlen, Gord	Regional Assistant Fire Chief, Prevention	76,499	863	77,362
Johnson, Chris	Emergency Program Manager	112,575	1,763	114,338
Lehnert, Chris	Network Administrator	99,454	1,093	100,547
Marshall Smith, Paris	Sustainability Planner	77,710	500	78,210
McDiarmid, Jason	Manager Utility Services	112,365	2,069	114,434
McEwan, Clayton	Regional Training Officer	78,156	9,746	87,902
McIntyre, Amanda	Building Official 2	79,016	2,274	81,290
Morrison, Michael	Manager Corporate Administration	117,951	3,039	120,990
Niminiken, Justin	Castlegar Facility Maintenance Technician	79,640	2,806	82,447
Noel, Andre	Safety Advisor	90,298	78	90,376
O'Rourke, Kynan	Regional Deputy Fire Chief	120,916	6,016	126,931
Oosthuizen, David	IT Manager	112,265	167	112,431
Richardson, Allan K	Water Services Supervisor Erickson	94,586	864	95,450
Saari-Heckley, Connie	Human Resources Manager	143,250	3,348	146,598
Scott, Brent	Regional Deputy Fire Chief	118,189	3,913	122,102
Scott, Corey	Planner 2	77,305	576	77,881
Smith, Heather	Finance Manager	100,852	1,256	102,107
Southin, Peter	Bldg Official	80,146		80,146
Stanley, Craig	Recreation Manager Creston	100,526	840	101,366
Sudan, Sangita	General Manager Development & Community Sustainability Initiatives	142,281	1,602	143,883
Vousden, Jodi	Fitness Leader Nelson	77,893	155	78,048
Wight, Nelson	Planning Manager	99,980	2,282	102,262
Williams, Chrystal	GIS Supervisor	84,253	452	84,706
Wilson, Amy	Resource Recovery Manager	112,265	781	113,046
Wolf, Uli S	Gen Manager Environ Srvs	142,281	500	142,781
Wood, Graeme	Senior Building Official - Technical Lead	76,396	1,183	77,579
Worden, Shiree	Records and Information Management Coordinator	87,474		87,474
Zol, Darryl	Financial Analyst	83,294		83,294
	Total over \$75000	4,961,010	70,405	5,031,416
	Consolidated Other	11,016,291	244,017	11,260,308
		15,977,301	314,423	16,291,724

**REGIONAL DISTRICT OF CENTRAL KOOTENAY
SCHEDULE OF REMUNERATION AND EXPENSES
6 (2) (d) 2021 PAYROLL RECONCILIATION TO FINANCIAL STATEMENTS**

Total Remuneration Elected Officials	\$ 802,446.82	
Total Remuneration Other	\$ 15,977,300.95	
Adjust Taxable Ben Included in Remuneration	\$ (97,664.47)	16,682,083
Wages Per Financial Statements	16,028,302	
Reconciling Items:		
Earnings Not Reflected in Wage Account/ OT/Elected Officials/ Exempt Earnings	822,044	
Non Wage Items, Contract Srvs, etc	- 2,664.82	
Accrued Wage Adjustments	\$ (165,598.01)	
		<u>16,682,083</u>
		<u><u>0</u></u>

REGIONAL DISTRICT OF CENTRAL KOOTENAY
 SCHEDULE OF REMUNERATION EXPENSES
 6(6) 2021 SCHEDULE OF EMPLOYER COSTS

EMPLOYEE	INC TAX	CPP	EI	PENSION	LIFE INSURANCE & HEALTH BENEFITS	TOTAL
RP01	714,181	210,082	63,660			987,924
RP02	1,848,983	454,384	131,713			2,435,079
Combined				942,105	153,316	1,095,422
EMPLOYEE TOTALS	2,563,164	664,466	195,373	942,105	153,316	4,518,424

EMPLOYER	CPP	EI	PENSION	WCB	Employer Hlth Tax	LIFE INSURANCE & HEALTH BENEFITS	TOTAL
RP0001 (Casual Groups)	210,082	89,124					299,205
RP0002 (Permanent Staff)	454,384	153,585					607,969
Combined			1,079,875	301,548	327,205	1,054,926	2,763,554
EMPLOYER TOTALS	664,466	242,709	1,079,875	301,548	327,205	1,054,926	3,670,728

**REGIONAL DISTRICT OF CENTRAL KOOTENAY
SCHEDULE OF REMUNERATION AND EXPENSES
6 (7) (a) & (b) 2021 STATEMENT OF SEVERANCE AGREEMENTS**

There was 23 severance agreementS under which payment commenced between the Regional Distr of Central Kootenay and it's non union employees during fiscal year 2021	32,392
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These agreements represent from 0.5 to 5.5 months

REGIONAL DISTRICT OF CENTRAL KOOTENAY
SCHEDULE OF SUPPLIERS OF PROVISION OF GOODS AND SERVICES
7 (1) (a) & (b) 2021 SCHEDULE OF SUPPLIERS AND PAYMENTS EXCEEDING \$25,000

1022117 Alberta Ltd.	133,155
360° Contracting	25,925
9dot Engineering Inc	40,240
Alfred Horie Construction Co. Ltd.	1,304,094
ALS Canada Ltd.	37,691
Andex Equipment Rentals	51,406
Andrew Sheret Ltd	57,512
Aon Reed Stenhouse	288,551
Arrow Lakes Aggregates	256,430
Arrow Mountain Carwash & Mini Storage Ltd	33,000
Arrow Professional Landscaping	28,370
Associated Fire Safety Equipment	52,774
BC Hydro & Power Authority	39,633
BC Transit	1,646,274
BCRS Road Safe	66,231
BGC Engineering Inc.	70,415
Bill's Heavy Duty Enterprises (2004) Ltd.	26,783
Black Press Group Ltd	37,782
Border Holdings Ltd.	827,711
Brenton Industries Ltd	93,334
Canada West Refrigeration Ltd	136,355
CanGas Propane Inc.	88,192
Castlegar Toyota	86,278
Castlegar, City Of	2,431,210
CDW Canada Corp	92,828
Central Kootenay Garbage Club	106,312
CentralSquare Canada Software Inc.	37,776
Clartech Industries Inc	61,173
Columbia Basin Broadband Corporation	33,528
Cover Architectural Collaborative Inc.	125,027
Cowan's Office Supplies	49,130
Crescent Bay Construction Ltd	34,867
Creston Valley Chamber Of Commerce	32,825
Creston, Town Of	3,664,466
Culos Development (1996) INC.	28,423
Cupe Local 2262	147,639
Cupe Local 748	27,338
Dave's Plumbing Ltd	76,349
DB Perks & Associates Ltd	42,977
DHC Communications Inc	129,915
Emco Corporation	175,080
Esri Canada Ltd	48,503
Factor 5 Group Inc	179,000
Finning International Inc	123,277
FortisBC - Electricity	501,984
Fortisbc - Natural Gas	241,899
FortisBC Inc.	53,398
Frazer Excavation Ltd.	143,058
GFL Environmental Inc.	1,129,714
Goat Mountain Enterprises Ltd	92,261
Golden and District Search and Rescue	83,500
Graham, Ron & Kelli	31,000
Grant Thornton LLP	63,000
GRS Contracting Ltd	125,468

Guille, Pam	45,270
Guillevin International Inc	28,794
Hall Printing	36,331
Heavy Metal Company	39,181
Hil-Tech Contracting Ltd	104,601
Hub Fire Engines & Equipment Ltd	31,564
Hywood Truck & Equipment Ltd	136,847
I.T. Blueprint Solutions Consulting Inc.	530,432
ICONIX Waterworks Ltd Partnership	28,436
Imperial Oil WEX Canada Ltd	30,175
Inland Allcare	63,389
Insight Canada Inc.	104,261
Insurance Corporation of BC	157,255
Integrated Sustainability Consultants Ltd.	2,673,122
Kal Tire (Nelson)	51,061
Kays Road Contracting Ltd	209,681
Kelly's Maintenance and Services	30,000
Kelowna, City of	91,293
KEM Services	41,852
Kemlee Equipment Ltd	67,985
KGC Fire Rescue Inc	60,938
Kootenay Industrial Supply Ltd	25,734
Lesperance Mendes	45,940
Lidstone & Company	51,760
Martech Electrical Systems Ltd	35,083
Masse Environmental Consultants Ltd.	52,193
Medteq Solutions CA Ltd.	47,912
Mills Bros Construction Ltd	26,237
Minister of Finance	115,742
Morrow Bioscience Ltd	91,345
Mountain Eagle Security 2005 Ltd.	90,796
Municipal Insurance Association Of BC	248,579
MWA Environmental Consultants Ltd.	92,289
Nakusp, Village Of	109,480
Nanaimo, City of	71,203
Nasmyth Morrow & Bogusz (In Trust)	95,819
Nelson Building Centre Ltd	25,345
Nelson Ford Sales (2003) Inc.	42,547
Nelson Hydro	289,076
Nelson Leafs Hockey Society	69,008
Nelson Toyota	42,118
Nelson, City Of	347,873
New Denver, Village Of	139,821
Opus Consulting Group Ltd.	102,240
PBS Benefits Corporation	44,722
Pereversoff Automotive Repair	28,886
PerfectMind Inc.	30,077
Power Paving	60,270
R.D. of Fraser-Fort George	95,629
RC Strategies Inc.	39,143
Receiver General	2,331,449
RecTec Industries Inc.	26,711
Regional District of Central Okanagan	63,769
Regional District of East Kootenay	47,500
Regional District of Kootenay Boundary	76,162
Reliance Office Services Ltd	27,600
Rfs Canada	38,612
Ricoh Canada Inc	32,930
Riverside Farm	115,692

RJames Management Group Ltd	154,861
Rocky Mountain Agencies	132,595
Rocky Mountain Phoenix	812,016
Roth IAMS	40,212
Secret Creek Construction	66,375
Sfj Inc	32,419
Shaw Cable	31,974
Sk Electronics Ltd	69,485
SLR Consulting (Canada) Ltd.	257,741
SNT Geotechnical Ltd.	77,057
Speedpro Signs	28,593
SRK Consulting (Canada) Inc.	338,755
Sundry Vendor	138,983
Telus Communications Inc	50,335
Terrapure	160,152
Tetra Tech Canada Inc.	243,507
The ATACC Group Ltd.	26,900
The Corporation of the Village of Salmo	66,916
TRC Timberworks Ltd.	30,457
Tremlock Properties Ltd	29,009
Trowalex Equipment Rentals And Sales	91,712
Tu-Dor Lock & Safe Ltd	33,204
Unit4 Business Software Corporation	100,190
Universal Handling Equipment Company Ltd	151,606
Valhalla Concepts Ltd.	25,252
Waste Management	35,691
West Kootenay Boundary Regional Hospital District	542,407
Westek Controls Ltd	31,061
WFR Wholesale Fire & Rescue Ltd	71,988
Wildsight	33,142
Wood Environment & Infrastructure Solutions,	25,400
Wood Wyant Inc	37,238
WSP Canada Inc.	33,520
Yellowhead Road & Bridge	90,501
Z-KO Construction Ltd.	441,694
	<u>29,953,761</u>

REGIONAL DISTRICT OF CENTRAL KOOTENAY
SCHEDULE OF SUPPLIERS OF PROVISION OF GOODS AND SERVICES
7 (2) (b) 2021 SCHEDULE OF PAYMENTS OF GRANTS AND CONTRIBUTIONS EXCEEDING \$25,000

Area H North TV Society - Grants	30,019
Arrow Lakes ATV Club - Grants	32,500
Arrow Lakes Search & Rescue - Grants	27,892
Balfour Recreation Commission - Grants	59,845
Bonnington Improvement District - Grants	25,000
Castlegar & District Public Library - Grants	179,383
Castlegar Friends of Parks and Trails Society (2001) - Grants	30,000
Castlegar Sculpturewalk Society - Grants	35,980
Castlegar, City of - Grants	350,000
Community Futures - Grants	53,360
Crawford Bay & District Hall & Parks Association - Grants	32,636
Creston & District Historical & Museum Society - Grants	123,165
Creston Golf Club - Grants	29,000
Creston Public Library Association - Grants	331,280
Creston Valley Regional Airport Society - Grants	140,625
Creston, Town of - Grants	247,567
Fields Forward - Grants	731,639
Friends of Kootenay Lake Stewardship Soc. - Grants	29,460
Kaslo & District Arena Association - Grants	50,800
Kaslo & District Public Library Association - Grants	109,791
Kaslo Search & Rescue - Grants	31,167
Kaslo, Village of - Grants	65,975
Kitchener Valley Recreation & Fire Protection Society - Grants	30,474
Kootenay Adaptive Sport Association - Grants	35,980
Kootenay Lake Chamber of Commerce - Grants	26,500
Lardeau Valley Community Club - Grants	57,818
Lardeau Valley Opportunity Links Society - Grants	58,434
Lister Community Association - Grants	34,074
Nakusp Public Library Association - Grants	103,220
Nakusp Rotary Club - Grants	31,500
Nakusp Ski Club Association - Grants	74,354
Nakusp, Village of - Grants	430,800
Nelson Baseball Association - Grants	38,783
Nelson Disc Golf Society - Grants	35,000
Nelson Public Library - Grants	178,444
Nelson Search & Rescue - Grants	33,754
Nelson Tennis Club - Grants	44,271
Nelson, City of - Grants	565,023
North Kootenay Lake Community Services Society - Grants	36,294
Ootischenia Improvement District - Grants	90,000
Procter Community Society - Grants	45,572
Royal Canadian Legion #1-020 Nakusp - Grants	27,000
Salmo Public Library Association - Grants	100,449
Salmo Valley Youth & Community Centre - Grants	55,130
Salmo, Village of - Grants	28,809
Slocan, Village of - Grants	25,750
South Kootenay Lake Community Service Society - Grants	37,648
Swift Internet - Grants	43,925
Taghum Community Hall Society - Grants	51,335
West Creston Community Hall Society - Grants	27,724
Whitewater Ski Resort Ltd. - Grants	1,000,000
Wynndel Community Centre - Grants	73,051
Yahk-Kingsgate Recreation Society - Grants	39,877
	<u>6,208,075</u>

SERVICE & NAME	2022 Amount	RECIPIENT
S108 - ECONOMIC DEVELOPMENT	80,500.00	Town of Creston - Economic Development
S111 - ECONOMIC DEVELOPMENT	114,000.00	City of Nelson - Share of Economic Development
S113 - ECONOMIC DEVELOPMENT	12,240.00	Salmo & District Chamber of Commerce
S116 - ECONOMIC DEVELOPMENT	2,817.33	Nakusp & Area Development Board
S143 - FAUQUIER FIRE SERVICE	14,774.11	Fauquier Volunteer Fire Brigade
S150 - SEARCH & RESCUE	23,169.00	Kaslo Search and Rescue Society
S151 - SALMO JAWS OF LIFE	14,754.60	Village of Salmo
S152 - JAWS OF LIFE SERVICE	50,000.00	Town of Creston
S153 - SEARCH & RESCUE	21,000.00	Arrow Lakes Search & Rescue
S154 - SEARCH & RESCUE	33,754.00	Nelson Search & Rescue
S155 - SEARCH & RESCUE	18,749.00	Castlegar Search & Rescue
S164 - GOAT RIVER DYKING	7,500.00	Goat River Residents Association
S174 - CEMETERY	3,500.00	All Saints Anglican Cemetery
S174- CEMETERY	1,500.00	Boswell & District Farmers' Institute
S174 - CEMETERY	3,000.00	Crawford Bay Cemetery
S174 - CEMETERY	3,500.00	Lister Community Cemetery
S174 - CEMETERY	1,500.00	Gray Creek Cemetery
S174 - CEMETERY	88,131.59	Town of Creston Cemetery
S176 - CEMETERY	20,000.00	City of Nelson
S177 - CEMETERY	20,800.00	Village of Nakusp
S178 - CEMETERY	17,852.00	Village of New Denver
S191 - MUSEUM & ARCHIVES	123,156.00	Creston & District Historical & Museum Society
S192 - MUSEUM	20,221.61	Salmo & Area Museum Society
S192 - MUSEUM	6,732.45	Ymir Arts & Museum Society
S193 - CRESTON LIBRARY	389,823.00	Creston Public Library Association
S193 - CRESTON LIBRARY	20,000.00	East Shore Community Library Society
S193 - CRESTON LIBRARY	20,000.00	Riondel Reading Centre
S193 - YAHK LIBRARY	15,000.00	Yahk/Kingsgate Recreation Society (Yahk Library Association)
S194 - KASLO & DISTRICT LIBRARY	111,415.00	Kaslo & District Public Library Association
S195 - SALMO LIBRARY	90,948.70	Salmo Public Library Association
S196 - NAKUSP LIBRARY	99,724.60	Nakusp Public Library Association
S197 - LIBRARY	97,433.74	Castlegar & District Public Library
S198 - LIBRARY	85,536.55	Castlegar & District Public Library
S199 - LIBRARY	95,980.97	Nelson Public Library
S200 - LIBRARY	68,283.44	Nelson Public Library
S208 - SKI HILL	18,264.21	Nakusp Ski Club Association
S210 - RECREATION FACILITY	9,153.00	Ymir Community Hall Association
S212 - RECREATION FACILITY	17,191.00	Burton Community Association
S213 - RECREATION FACILITY	9,643.00	Fauquier Community Club Society
S215 - SALMO WELLNESS CENTRE	10,000.00	Village of Salmo
S216 - CASTLEGAR & DIST. YOUTH PROGRAMS	5,000.00	Castlegar Recreation Complex
S217 - CRAWFORD BAY BEACH AND COMMUNITY HALL	20,873.36	Crawford Bay & District Hall & Parks Association
S218 - SALMO VALLEY YOUTH & COMMUNITY CENTRE	55,130.00	Salmo Valley Youth and Community Centre Society
S219 - TV SOCIETY	19,700.00	Area H North TV Society
S220 - TV SOCIETY	24,002.59	Slocan Valley TV Society
S221 - COMM FACILITY - REC & PARKS	7,000.00	Ainsworth Recreation Association
S221 - COMM FACILITY - REC & PARKS	6,270.00	Argenta Community Association
S221 - COMM FACILITY - REC & PARKS	7,800.00	Johnson's Landing Community Association
S221 - COMM FACILITY - REC & PARKS	54,000.00	Kaslo & District Arena Association
S221 - COMM FACILITY - REC & PARKS	10,000.00	Village of Kaslo (Kaslo & District Arena Association Reserves)
S221 - COMM FACILITY - REC & PARKS	10,000.00	Village of Kaslo - Regional Park
S221 - COMM FACILITY - REC & PARKS	10,000.00	Kaslo Curling Club
S221 - COMM FACILITY - REC & PARKS	35,510.00	Lardeau Valley Community Club
S221 - COMM FACILITY - REC & PARKS	11,500.00	Village of Kaslo (Recreation Grants)
S222 - ARENA - CAST COMPLEX	45,000.00	Castlegar Friends of Parks & Trails

S222 - ARENA - CAST COMPLEX	5,000.00	Kootenay Family Place
S222 - ARENA - CAST COMPLEX	350,000.00	City of Castlegar
S222 - ARENA - CAST COMPLEX	5,000.00	Take a Hike, Youth at Risk Foundation
S222 - ARENA - CAST COMPLEX	4,000.00	Pass Creek Exhibition Society
S223 - RECREATION FACILITIES	421,000.00	Village of Nakusp - Arena
S224 - RECREATION FACILITIES	21,224.16	Canyon Community Association
S224 - RECREATION FACILITIES	15,918.12	Town of Creston
S224 - RECREATION FACILITIES	21,224.16	Kitchener Valley Recreation & Fire Protection Society
S224 - RECREATION FACILITIES	21,224.16	Lister Community Association
S224 - RECREATION FACILITIES	21,224.16	West Creston Community Hall Society
S224 - RECREATION FACILITIES	21,224.16	Wynndel Community Centre
S224 - RECREATION FACILITIES	23,877.18	Yahk/Kingsgate Recreation Centre
S226 - RECREATION FACILITIES	37,916.00	City of Nelson
S228 - RECREATION COMMISSION NO. 4	3,091.00	Burton Community Association
S228 - RECREATION COMMISSION NO. 5	1,546.00	Fauquier Community Club Society
S228 - RECREATION COMMISSION NO. 6	589.00	Edgewood Community Club
S228 - RECREATION COMMISSION NO. 7	2,134.00	Inonoaklin Recreation Commission
S240 - CRESTON VALLEY AIRPORT	139,129.60	Creston Valley Regional Airport Society
S293 - EDGEWOOD FIRE	9,700.00	Edgewood Volunteer Fire Department Society
S294 - EDGEWOOD LEGION	4,775.00	Royal Canadian Legion Branch 203
S295 - MUSEUM-NAKUSP FINANCIAL CONTRIBUTION	18,509.50	Nakusp & District Museum Society
S296 - ARROW LAKES HISTORICAL ARCHIVE GRANT-IN-AID	22,541.03	Arrow Lakes Historical Society - Grants
S297 - CEMETERY-YMIR	2,225.00	Ymir Cemetery Society - Grants



Board Report

Date of Report: June 13, 2022
Date & Type of Meeting: June 16, 2022 Open Board Meeting
Author: Mike Morrison, Corporate Officer
Subject: STRATEGIC PRIORITIES FUND APPLICATIONS
File: \05\1845
Electoral Area/Municipality: ALL ELECTORAL AREAS AND CASTLEGAR

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to provide the Board with background information regarding in – progress and proposed RDCK applications to the Strategic Priorities Fund (SPF).

SECTION 2: BACKGROUND/ANALYSIS

At the May 19, 2022 Open Board Meeting the Board passed the following resolutions:

308/22 That the Board direct staff to submit an application for Erickson Universal Metering on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022; AND FURTHER, that the Board approve overall grant management by staff if the grant application is successful.

309/22 That the Board direct staff to submit an application for Linear Infrastructure Upgrades on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022; AND FURTHER, that the Board approve overall grant management by staff if the grant application is successful.

Work on the applications has proceeded and they should be ready to submit in advance of the deadline. These applications comprise two of the maximum three allowable applications that the RDCK may submit.

The Board agenda includes a report from General Manager of Community Services Joe Chirico requesting Board consideration for submitting an application for the Riondel Community Center Roof Project. Additionally, on June 7 the Castlegar and District Recreation Commission recommended that the Board endorse an SPF application for urgent arena repairs.

The situation of having potentially four candidate projects for the maximum three permissible applications was discussed with the Board Executive at the June 8 agenda preparation meeting. The Executive requested that staff provide background information and a summary report outlining options for Board consideration, and that the matter be considered as a single Board agenda item.

Due to time constraints an evaluation of the relative merits of each project is beyond the scope of this report. At the Board meeting the applicable General Managers can provide details for each project on relevant factors

such as asset management considerations, fit with the grant stream criteria, likelihood of grant award, project ‘shovel readiness’, and time already invested in applications. Reports are included under this agenda item that provide background information on each of the four projects.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Financial Plan Amendment:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov’t Approvals Required:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The receipt of an SPF grant would have significant positive financial impacts to the services receiving the funds and might enable projects to proceed that would otherwise have to wait for additional funding.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

None at this time

3.3 Environmental Considerations

None at this time

3.4 Social Considerations:

None at this time

3.5 Economic Considerations:

None at this time

3.6 Communication Considerations:

None at this time

3.7 Staffing/Departmental Workplace Considerations:

Environmental Services staff have invested significant time into the two SPF application already directed by the Board.

3.8 Board Strategic Plan/Priorities Considerations:

None at this time

SECTION 4: OPTIONS & PROS / CONS

Staff propose there are two possible approaches the Board could take with this matter:

1. Consider all four projects and rank the projects by preference. Each Director would be requested to vote for their preferred three projects and a resolution would direct applications for three projects with the highest aggregated number of votes. Depending on the outcome of the project ranking, one of the resolutions directing a water project might require rescinding.
2. Permit the two in-progress water applications to proceed in accordance with previous Board direction, and select either the Riondel or the Castlegar project for the final allowable application.

SECTION 5: RECOMMENDATIONS

None at this time. Staff request Board direction on this matter

Respectfully submitted,

Mike Morrison, Corporate Officer

CONCURRENCE

CAO – Stuart Horn	Approved
General Manager of Community Services- Joe Chirico	Approved
General Manager of Environmental Services- Uli Wolf	Approved



Committee Report

Date of Report: April 26, 2022
Date & Type of Meeting: May 4, 2022, Water Services Committee
Author: Jason McDiarmid, Utility Services Manager
Subject: STRATEGIC PRIORITIES FUND GRANT
File: 11-5700-20-38
Electoral Area/Municipality A, B, C, D, E, F, G, H, J, & K

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to seek direction from Water Services Committee and the Board on the latest Strategic Priorities Fund Grant opportunity for potential Water projects.

SECTION 2: BACKGROUND/ANALYSIS

Strategic Priorities Fund Grant Information

UBCM has announced the latest, third Strategic Priorities Fund grant opportunity. The purpose of the grant is: “Provides funding for strategic investments that are large in scale, regional in impact or innovative and support the Canada Community-Building Fund national objectives of productivity and economic growth, a clean environment, and strong cities and communities.”

The grants provide up to 100% funding for eligible costs up to a maximum of \$6,000,000. The application closing date is June 30, 2022. A total of up to \$100,000,000 in grants will be provided under the third intake for Capital Infrastructure Stream projects.

A Board resolution is required as part of the application indicating Board support for the proposed activities and willingness to provide overall grant management.

Regional Districts are limited to three (3) capital infrastructure applications and one (1) capacity building application for a total of four (4) Strategic Priorities Fund applications. Board prioritization is required if staff combined proposed applications exceed these limits.

Eligible Capital Infrastructure Stream Categories include: “Public Transit; Local Roads, Bridges and Active Transportation; Community, Energy Systems; Drinking Water; Solid Waste; Wastewater; Local and Regional Airports; Short-Line Rail; Short-Sea Shipping; Broadband Connectivity; Brownfield Redevelopment; Disaster Mitigation; Tourism and Cultural Infrastructure; Recreation and Sport Infrastructure; and Fire Hall Infrastructure.” Examples of eligible projects include: “Drinking water treatment infrastructure”, and “Drinking water distribution system (including metering)”.

Eligible Capacity Building Stream Categories include: “Asset Management, Long-Term Infrastructure Planning, and Integrated Community Sustainability Planning.”

Water staff are presenting the following projects for grant application consideration:

Proposed Erickson Universal Metering Grant Application

A universal metering plan was completed for the Erickson water service by Diameter Services in 2019. The Board approved 2021 to 2025 Erickson water service Financial Plan included universal metering implementation with meters to be installed in 2022 at a total estimated cost of \$2.98 million to be funded from borrowing. Public approval was required for long term borrowing and an Alternative Approval Process was held closing May 10, 2021. Public approval for borrowing was not achieved.

In 2020, the Regional District submitted an Investing in Canada Infrastructure Program grant application for 100% project funding. In 2021, the Regional District heard that the grant application was not successful. The grant funding opportunity was for improved access to potable water and metering was not have deemed to be a good fit in comparison to grant applications by others.

Staff conducted an Erickson metering review and the results were presented to the Erickson Water Distribution Commission at the Commission's October 27, 2021 and November 24, 2021 meetings. The draft financial plan presented at the November 24, 2021 meeting included implementation of water metering in Erickson for Industrial, Commercial, Institutional and Agricultural properties of 5 acres or greater. The financial plan including metering was adopted by the Board at their March 2022 Board meeting.

Erickson metering was once again discussed at the April 13, 2022 Erickson Water Distribution Commission meeting. The Erickson Commission decided to proceed with the 2022 metering project as planned but with the understanding that direction would be sought from the Water Services Committee and Board to also make an application on the current Strategic Priorities Fund grant opportunity.

Staff is recommending that an application for the Erickson universal metering be submitted to the Strategic Priorities Fund grant opportunity.

Linear Infrastructure Upgrades

Many Regional District water systems have a large amount of water mains that are due for replacement. In 2018, the Regional District made a \$9.99 million Investing in Canada Infrastructure Program grant application for multi-year linear infrastructure replacement in multiple Regional District water systems. The grant application was not successful. The formal response was "The program received significantly more applications than could be funded" but staff also believed that at that time the primary focus of the grant opportunity was provision of access to potable water (i.e. treatment). In addition, the grant providers may have had some concern about the Regional District's approach in including several benefiting water systems in one grant application.

The current Strategic Priorities Fund grant opportunity might be better suited for linear infrastructure replacement than the Investing in Canada Infrastructure grant opportunities.

Staff is recommending that a linear infrastructure replacement program grant application be made to the current Strategic Priorities Fund grant opportunity. The total project size and potential benefiting water services will need to be determined by staff before the grant application deadline.

Arrow Creek Membrane Filtration Replacement with Ceramic Filters

The Regional District commissioned WSP to provide an Arrow Creek Water Utility Capacity, Filtration and Potential Improvements, 2020 study. One of several recommendations in the report was to replace the existing membrane filters with ceramic filters. There is a potential long term financial benefit as ceramic filter have a longer life expectancy than membrane filters and a lower operating cost. The project has not yet been included in a recommended financial plan to the Board as long term borrowing public approval would be required for the potential \$6.2 million project, if substantial grant funding cannot be secured.

Since public approved borrowing would be required for the project, staff felt that a concept study specific to ceramic filters should be completed before a commitment was made to proceed with the project, as clear public communications based on this study would be required. Funding for this study has been included in the Board approved 2022 to 2026 Financial Plan.

Staff is not recommending an application to the current Strategic Priorities Fund grant opportunity for installation of ceramic filters at the Arrow Water Treatment, as a concept study should be completed first.

Sanca Water Treatment Plant

Sanca is currently the only Regional District owned water system under a long term Boil Water Notice with no current plan for improvement. A Strategic Priorities Fund grant application for a new treatment plant would meet the eligible project criteria but not the grant purpose of “Provides funding for strategic investments that are large in scale, regional in impact or innovative and support the Canada Community-Building Fund national objectives of productivity and economic growth, a clean environment, and strong cities and communities.”

In addition, the Regional District does not own any land in Sanca where a treatment plant might be located.

Staff is not recommending an application to the current Strategic Priorities Fund grant opportunity for a Sanca water treatment plant.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Financial Plan Amendment:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov't Approvals Required:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

A Financial Plan amendment would only be required if any grant application is successful.

Board approval is required to submit on the Strategic Priorities Fund grant opportunity.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

Any Strategic Priorities Fund grant application requires a Board resolution indicating support for the proposed activities and willingness to provide overall grant management. In addition, the Board needs to decide on grant application prioritization if other Regional District applications are being considered.

3.3 Environmental Considerations

None.

3.4 Social Considerations:

Grants would provide lower water rates to benefiting water systems and resulting upgrades would provide a more reliable water service.

3.5 Economic Considerations:

Grants would provide lower water rates to benefiting water systems.

3.6 Communication Considerations:

Any successful grants would be announced to customers.

3.7 Staffing/Departmental Workplace Considerations:

Staff time will be required to make grant applications but for two of the four options, the application can be based on past grant applications reducing the effort somewhat.

3.8 Board Strategic Plan/Priorities Considerations:

To Excel in Governance and Service Delivery.

SECTION 4: OPTIONS & PROS / CONS

Option 1: That the Regional District Water Services Committee recommends that the Board direct staff to submit an application for **Erickson Universal Metering** on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022; AND FURTHER, that the Board approve overall grant management by staff if the grant application is successful.

PROS

- Potentially provides project funding where public approved borrowing might otherwise been required.
- Lower customer rates.
- Water conservation.
- Improved leak detection
- Previous Investing in Canada Infrastructure Program grant application will save staff time to prepare the application.

CONS

- Staff time required for grant application.
- Previous Investing in Canada Infrastructure Program grant application was not successful but this is a different grant opportunity with better matching criteria.

Option 2: That the Regional District Water Services Committee recommends that the Board direct staff to submit an application for **Linear Infrastructure Upgrades** on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022; AND FURTHER, that the Board approve overall grant management by staff if the grant application is successful.

PROS

- Provides project funding where public approved borrowing and depletion of water system reserves might otherwise have been required.
- Lower customer rates.
- Improved system reliability.
- Reduced leakage and lower maintenance and repair cost.
- Previous Investing in Canada Infrastructure Program grant application will save staff time to prepare the application.

CONS

- Staff time required for grant application.
- Previous Investing in Canada Infrastructure Program grant application was not successful but this is a different grant opportunity.

Option 3: That the Regional District Water Services Committee recommends that the Board direct staff to submit an application for **Arrow Creek Membrane Filtration Replacement with Ceramic Filters** on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022; AND FURTHER, that the Board approve overall grant management by staff if the grant application is successful.

PROS

- Provides project funding where public approved borrowing might otherwise been required.
- Lower Erickson and Town of Creston customer rates.
- Project provides regional benefit.

CONS

- Staff time required for grant application is a concern and staff might have to drop other priorities.
- A concept design should be completed before a grant application.
- A consultant should be commissioned to assist with the grant application, if available.
- Ceramic filters have a shorter history of industry installation than membrane filters.

Option 4: That the Regional District Water Services Committee recommends to the Board to direct staff to submit an application for **Sanca Water Treatment Plant** on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022; AND FURTHER, that the Board approve overall grant management by staff if the grant application is successful.

PROS

- Provides project funding where public approved borrowing might otherwise been required.
- Lower customer rates.
- Removal of public health risk and rescind of long term Boil Water Notice.
- Removal of potential Regional District liability.

CONS

- Staff time required for grant application.
- Current grant opportunity is for large projects or projects with regional benefit so potentially a lower chance of grant award.

Option 5: That the Regional District Water Services Committee recommends that the Board direct staff to **not** submit any water project applications on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022.

PROS

- No staff time required.

CONS

- Loss of potential grant funding opportunity.

SECTION 5: RECOMMENDATIONS

RECOMMENDATION #1

That the Regional District Water Services Committee recommends that the Board direct staff to submit an application for **Erickson Universal Metering** on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022; AND FURTHER, that the Board approve overall grant management by staff if the grant application is successful.

RECOMMENDATION #2

That the Regional District Water Services Committee recommends that the Board direct staff to submit an application for **Linear Infrastructure Upgrades** on the Strategic Priorities Fund grant opportunity that closes on June 30, 2022; AND FURTHER, that the Board approve overall grant management by staff if the grant application is successful.

Respectfully submitted,

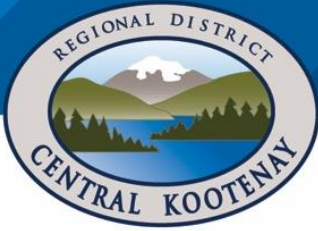
“Digitally Signed”

Jason McDiarmid – Utility Services Manager

CONCURRENCE

General Manager of Environmental Services – Uli Wolf

ATTACHMENTS: None



Castlegar and District Recreation Commission Report

Date of Report: June 6th, 2022
Date & Type of Meeting: June 7th, 2022 Castlegar and District Recreation Commission
Author: Jim Crockett, Manager of Recreation
Subject: STRATEGIC PRIORITIES FUND – URGENT ARENA UPGRADES PROJECT
File: 01-0520-50
Electoral Area/Municipality: City of Castlegar, Areas I and J

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is for the Castlegar and District Recreation Commission to recommend to the Board that it endorses the “Urgent Arena Repairs Project” as one of the three project for submission to the UBCM-Strategic Priorities Fund.

SECTION 2: BACKGROUND/ANALYSIS

The Canada Community-Building Fund BC is a funding program administered through UBCM and entails a Strategic Priorities Fund – Capital Infrastructure Stream which includes Recreation and Sport Infrastructure. The program provides funding for strategic investments that are large in scale, regional in impact or innovative and support the Canada Community-Building Fund national objectives of productivity and economic growth, a clean environment, and strong cities and communities.

The Regional District of Central Kootenay is eligible to submit three Capital infrastructure applications for this upcoming intake. The intake is open f to June 30th, 2022.

The fund can provide up to 100% of net eligible costs of an approved project up to a maximum federal Canada Community-Building Fund contribution of \$6 million.

The Castlegar and District Community Complex Arena, built in 1976, is the original, and therefore the oldest, part of the Complex. The Castlegar and District Recreation Commission has been addressing two significant upgrades required at the Complex Arena. The first is the replacement of the Arena Floor due to the increasing number of brine leaks experienced over the past several years, including two significant leaks in the past year.

Strong Refrigeration consulting have been engaged and are recommending replacement of the floor as soon as possible. Two potential contractors have priced the job initially. Staff did further assessment and planning and revised the scope; the cost of construction, including engineering and project management, it is expected to be \$1,650,000.00. See attached report and cost estimates in appendix A.

The second upgrade required to the facility is to apply an elastomeric coating to the exterior Behlen Roof and to insulate the attic space. This recommendation came out of a Roof Condition Assessment conducted by Morrison

Hersfield in 2018. The roof is showing signs of deterioration with surface rust apparent on the exterior roofing panels and significant leaking into the attic space. Due to this leaking over the years, and with normal degradation, the insulation in the attic space is in poor condition. The cost to complete the roof repairs is estimated to be \$1,304,770. See attached report in appendix B.

The project fits in with the Strategic priorities of the Regional District of Central Kootenay, specifically “To Manage our Assets and Operations in a Fiscally Responsible Manner. This work will extend the life for the Community Complex Arena for another 30-50 years.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan: Yes No **Financial Plan Amendment:** Yes No
Debt Bylaw Required: Yes No **Public/Gov’t Approvals Required:** Yes No

The combined costs to complete this work is \$2,954,770. The costs include soft costs: contingency, consulting and project management.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

Depending if the Commission chooses to commit funds up front in order to enhance the application, borrowing by-laws may be required.

3.3 Environmental Considerations

N/A at this time

3.4 Social Considerations:

There is a chance that a failure could occur in the brine system due to aging infrastructure. This could have a significant impact on the residents of our area. A failure would require the refrigeration plant to be shut down and the arena would subsequently be closed until repairs/replacement could be made.

The timelines for the floor replacement will have an impact on the user groups. The duration of the replacement could be 6 months, if everything goes according to the schedule and there are no further delays. This will either impact the end of the season (early closure) or the start of the season, or both depending when the Commission decides to proceed.

The roof assessment report was completed in 2018 and there has been only minor maintenance repairs completed since. Further deterioration has and will continue to occur, putting the roof at risk for further damage and or failure.

3.5 Economic Considerations:

Applying for and receiving the grant will ease the significant impact this work would have on the local ratepayers if the projects were to be funded solely by taxation.

3.6 Communication Considerations:

A press release would be developed to inform the Community of the RDCK priorities for this and other project for submission to the strategic priorities program.

A press release be developed to inform the Community of the floor and roof replacement and potential impacts that will result.

3.7 Staffing/Departmental Workplace Considerations:

If endorsed, the grant application would consume staff time to develop and submit. This would need to be completed as soon as possible and the application would be required to be submitted prior to the work being tendered.

3.8 Board Strategic Plan/Priorities Considerations:

Parks and Recreation – Asset Management
To Manage our Assets and Operations in a Fiscally Responsible Manner

SECTION 4: OPTIONS & PROS / CONS

Option 1 - Do not support the grant application

Pro – No further staff time required to complete application

Con – This work is required so all costs would be required from taxation.

Option 2 – Support the application

Pro – A grant application will be made. Costs for this project could be covered or offset by the grant which would reduce the burden to the local ratepayers.

Con – resources will be required to complete the application

SECTION 5: RECOMMENDATIONS

That the Regional District Board endorse the Castlegar and District “urgent arena repairs project” as one of the three strategic priorities to be submitted to the Strategic Priorities Fund grant program (UBCM)

Respectfully submitted,



Jim Crockett, Manager of Recreation

CONCURRENCE

Joe Chirico, GM of Community Services 

ATTACHMENTS:

Attachment A – Castlegar Arena Floor Report

Attachment B – Castlegar Arena Roof Assessment Report



MORRISON HERSHFIELD

REPORT

Castlegar & District Community Centre Arena

Roof Condition Assessment

2101 6th Avenue, Castlegar, BC

Presented to:

Jim Crockett
Manger of Recreation

Regional District of Central Kootenay
2101 6th Avenue, Castlegar, BC

Project No.: 1801765.00

July 9, 20188

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WORKING\CASTLEGAR ARENA ROOF ASSESSMENT.DOCX

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APPENDIX A: Photos

1. INTRODUCTION

1.1 Terms of Reference

Morrison Hershfield (MH) was retained by the Regional District of Central Kootenay (RDCK) to undertake an assessment of the current condition of the roof of the Castlegar & District Community Centre Arena at 2101 6th Avenue Castlegar, BC. Authorization for the study was provided in writing May 7, 2018, by RDCK.

The objective of this investigation was to assess the current condition of the building envelope components related to the roof assembly of the building and to provide our recommendations with respect to any required remedial work or further investigations.

1.2 Scope of Work

The scope of our services was outlined in our Proposal dated January 29, 2018.

1.3 Limitations

This assessment is based on a review of available documents, discussions with building staff and visual review.

It is a basic assumption that any correspondence, material, data, evaluations and reports furnished by others are free of latent deficiencies or inaccuracies except for apparent variances discovered during the completion of this report.

This report documents the current condition of elements of the building envelope and may identify factors or mechanisms that lead to the current condition. The report is not intended to provide an opinion regarding responsibility of any party in causing or contributing to the found condition.

Any comments or conclusions within this report represent our opinion, which is based upon the documents provided to us, our field review of physical conditions, specifically identified testing and our past experience.

In issuing this report, MH does not assume any of the duties or liabilities of the designers, builders or owners of the subject property. Owners, prospective purchasers, tenants or others who use or rely on the contents of this report do so with the understanding as to the limitations of the documents reviewed, the general visual inspection undertaken and understand that MH cannot be held liable for damages which may be suffered with respect to the purchase, ownership, or use of the subject property.

1.4 Documents Reviewed

MH was provided with and reviewed the following documents to assist in our assessment of the condition of the building envelope systems:

- Regional District of Central Kootenay, Castlegar Community Complex and Pioneer Arena Architectural / Structural Building Condition Assessment Report prepared by Bruce Carscadden ARCHITECT Inc. (112 pages)
- Castlegar & District Arena Structural drawings, dated Dec. 1974 & Jan. 1975, prepared by Underwood McLellan & Associates Limited (6 page)
- Castlegar & District Arena Architectural drawings, dated Jan. 1975, prepared by Underwood McLellan & Associates Limited (reviewed multiple pages on site, photographed one page A5).
-

The drawings indicate the conceptual design of the roof as a frameless type stressed skin panel roof structure with “Roof Structure Details by Supplier” indicated on the drawings.

1.5 Details and History of Building

We understand the multi-use recreational areas and arena are from original construction dating to 1975. Three further additions to the complex have included expanded multipurpose areas and an aquatic centre. The arena has been in continuous use for over 40 years.



Typical gable end of roof.



View of curved roofing panels with exhaust venting at the ridge.

2. ASSESSMENT METHODS

The assessment approach adopted by MH included a review of existing available drawings and a visual review of a broad sampling of the main roof, the building interior soffit and the attic space. In addition, we inquired about the building's condition with the facility operations staff. MH has provided comment related to the condition of roof assembly components and materials, life expectancy and endeavored to prioritize required repairs including budget costs.

2.1 Discussion with Facility Staff

In our discussions with facility staff, Al Ambrosio (RDCK) we understand that the following has recently been completed.

- 1.) Active leaks were reported last winter (2017/2018) at four locations. Water appeared to be leaking from fasteners and was captured with refuse cans in the attic space.
- 2.) The district undertook to recoat the roof panels approximately 10 years ago to address surface corrosion. The coating installed was a zinc rich coating to address ongoing corrosion and was not a waterproofing type coating.

2.2 Site Work

Our review of the Arena was performed on May 15, 2018 by Mr. Al Martin. We were assisted by Al Ambrosio, RDCK. During our site visit we carried out a visual review of the building, including roofs, attic spaces, and interior soffit.

The weather at the time of the fieldwork included extended periods of sun, with temperatures ranging from 20°C to 30°C.

No exploratory openings were made into the roof, attic or building interior as part of this assessment.

3. ASSESSMENT OF CURRENT CONDITIONS AND RECOMMENDATIONS FOR REPAIR

3.1 Environmental Conditions

Castlegar has been classified as either a Mediterranean or Humid Continental Climate based on the Koppen climate classification system. The building location has a high exposure to wind driven rain because there are no buildings of similar or greater height are located within two building heights in all directions.

3.2 Priority Levels

In the following sections, we make recommendations for repair and assign each recommendation a priority level. These priorities are titled as follows:

Priority 1: Potentially Critical (work to be done 2018-2019)

Conditions in this category, if not corrected expeditiously, will become critical within the next few years. Situations within this category include:

1. Conditions that result in intermittent operation disruptions; i.e. water leakage.
2. Systems or equipment are experiencing deterioration
3. Potential life safety hazards may occur; i.e. health and safety of building and occupants.

Priority 2: Necessary – not yet critical (work to be done 2019-2021)

Conditions in this category require appropriate attention to preclude predictable deterioration, potential downtime and associated damage, or higher costs if deferred. Completion recommended within the next 3 years in order to mitigate the risk of impact on building operations.

Priority 3: Recommended (work to be done 2021 to 2025)

Conditions in this category include items that represent a sensible improvement to the performance of the related equipment or systems that will promote effective and efficient operations. While not required to support critical building operations, Priority 4 projects will improve the overall usability and aesthetics and reduce long term maintenance costs. These projects should be scheduled for completion within the next 3 to 6 years.

Priority 4: Maintenance

Conditions in this category include items that require maintenance activities to ensure continued service life.

3.3 Main Arena Roof

The Arena roof consists of a Bahlen Industries LP Corr-Span Frameless Roof System with curved CS45 Roof Panels providing the weather protection. A convex truss system every 41" at panel joints connecting upper roof panels to the lower ceiling panel provides the structural support to span between building walls. The major roofing area consists of sloped (curved) corrugated metal roof panels creating the top stressed skin layer of the frameless roof assembly.

3.3.1 Attic and Interior Ceiling



Assembly: Vented Attic: Blown in fiberglass insulation (varying thickness) over heavy gauge galvanized structural metal ceiling panel.

Background: The attic and ceiling panels are part of the proprietary frameless roof system connected to the upper roof panels by multiple truss strut members. The horizontal structural ceiling panels support insulation, and the separation is required to provide the vapour and air resistance layer between the interior and exterior.



The following observations of the attic and interior ceiling were made during our visual review:

1. The ceiling is composed of an exposed bi-corrugated, galvanized structural metal panels consisting of 41" wide sections side bolted to adjacent sheets and bolted end to end to form the continuous bottom layer of structural stressed skin sheet metal of the frameless roof system. We found the metal panels in good condition. (Refer to Photo above).
2. The ceiling panels are bolted to the upper curved panel and both are supported on and bolted to a small bi-corrugated wall section bolted to the main concrete block walls. These wall sections have a fibrous spray insulation coating / fireproofing on the interior side. Some of this insulation was missing at locations and at many areas, staining was visible at many these roof to wall areas, evidence of air leakage and condensation. (Refer to Photo 1-3).
3. We observed no evidence of a sealant installed at bolts or panel joints of the ceiling panels. There was numerous areas with staining on the ceiling suggesting moisture leaking through the panels. (Refer to Photo 4-7)
4. The attic level has a blown fiberglass insulation throughout the attic area. Material was generally uniformly covering the metal ceiling panels but many areas now have the metal panel showing, with no insulation coverage likely from being disturbed from traffic over the decades. This was also confirmed by IR images from the ceiling side which indicate areas where the hot attic can be observed as warm areas of the metal ceiling panel (yellow / red areas indicating heat loss from the hotter attic to the cooler interior space). (Refer to Photo 8-15).
5. Black stained clumps of the blown in insulation are evidence of air leakage. The most common location were typically where four metal ceiling panels lap or at side lap joints. There are also many penetrations through the ceiling panels, some from fasteners others, the result of decommissioned electrical fixtures (Refer to photo 16-17).
6. Staff reported approximately 4-5 leaks were active over the last winter and we observed metal panels within the attic with water staining, typically in the low trough areas. (Refer to Photo 18-19).
7. The many areas of the top surface of the blown insulation have definitive parallel ridges and furrows coinciding with the corrugations in the upper roof metal sheets. The furrows are more pronounced on the north elevation and less so on the south elevation slope except they were more pronounced at areas of the south slope that transition to the flat roof suggesting that snow staying on the roof slope creates conditions for condensation on the underside of the upper roof. (Refer to Photo 20-22).
8. The attic has gable end venting created by louvered metal panels with covers. The louvers start at the bottom of the gable wall and do not extend to the upper sections of the gable. We observed no upper roof ventilation through roof panels themselves. (Refer to Photo 23-24).

We found the ceiling panels in good condition and capable of many more years of service. We saw no evidence of any sealant or elastomeric compound installed at panel joints and bolts and there are many small holes in the sheets, most from decommissioned electrical

lines. The observed insulation black staining also indicates that the metal panel joints leak air (fiberglass filtering out the dust in the moving air). Although the metal acts as a very good vapour barrier, the ceiling does not have the continuity to perform as an effective air barrier layer for the building roof assembly. We suspect there is significant moist air that enters the attic space and condenses on the underside of the metal roof panels; this then drips to the insulation level. This could be improved by patching holes and joints, but these would be too numerous. Our recommendation would be to install a new continuous air barrier layer at the ceiling level.

The insulation is providing poor coverage in the attic and redistribution would be possible but labourious and difficult. We recommend that the existing insulation be removed and a new layer installed in conjunction with the installation of a new air barrier layer. What type would best suit the application would require further review depending on combustibility and fire ratings required. To better protect the new insulation, a system of catwalks suspended over the insulation would allow future maintenance and repair work to occur without significant disturbance.

At the pony wall supporting and connecting the roof system to the concrete block walls, the spray insulation is stained, likely from leaks and condensation. The spray fiber insulation is too porous and would not provide acceptable vapour resistance. We suspect vapour migrates through the material and condenses on the corrugated sheet metal to be absorbed by the fibers and eventually drying out leaving the whitish deposits. The material should be replaced with insulation and a layer to provide the air / vapour resistance continuity with the roof assembly.

We recommend the following with regards to the Attic and Interior Soffit:

Recommendation # and Description		Priority	Condition	Cost Estimate
1.	Remove the existing insulation and install new air barrier and thermal layer to the horizontal attic area (Approximately 36,000 SF x \$10 /SF).	3	Acceptable	Allowance: \$360,000
2.	Install new thermal and air / vapour barrier at small support wall over the concrete block. (Approximately 1,600 SF x \$30 / SF.)	2	Acceptable	Allowance: \$50,000
3.	Install attic walkways for maintenance and future service (Based on 800LF x \$50 / LF).	4	N/A	Allowance: \$40,000

3.3.2 Exterior Curved Metal Roofing



Assembly: Structural Metal Panel Roofing, Exposed fasteners.

Background: Sheet metal panel roofing is a durable, moisture shedding material.

The following observations regarding the foundation were made during our visual review:

1. The curved metal panel roofing forms the upper layer of the stressed skin sheet metal layer for the frameless roof system. Each panel consist of corrugated sheet metal formed into a two wavelengths of a secondary sinusoidal curve across the width of the panel. To provide the slope of the roof the panel has been roll-formed at a large radii from end to end. (Refer to Photo 25-26).
2. Each structural metal roof panel is bolted along its length to the adjacent panel at the top of the sine curve and are fastened end to end with three rows of bolts at each lap joint; the roof curve from eave to eave is created by 6 panels bolted together end to end. The exposed roof panel is connected to the ceiling panel below at the eave area above the concrete block wall. (Refer to Photo 27-30)
3. The roof panel's lap joints collectively consist of over 12,000 lineal feet of lap joints and the bolts number roughly 45,000. These joints and bolt holes create potential leak points and we observed a sealant was visible oozing out from the panel sections or from the bolts and appears to have been applied to side and end lap joints and at other through bolt locations. (Refer to Photo 31-32).
4. The panels were originally galvanized and the exposed top surface has been recoated with a zinc rich coating to reinstate the protective layer about 10 years ago. There is minor surface corrosion at many areas and at the panel ends, but in general no significant flaking or metal loss. Some (Refer to Photo 33-35).
5. The attic space depends on ventilation from the gable ends only as there are no roof top vents. (Refer to Photo 23 & 24).
6. .We observed missing bolts (4) only in one area of the roof at the southwest gable (Refer to Photo 36).

The roof panels are an exposed fastener type metal roofing. The design places the majority of the lap joints and bolt penetrations at the high point of the sine wave profile but

there are many (thousands) of fasteners that are at low points. In addition, a curved roof creates a changing slope from neutral at the ridge to well sloped at the eave. Issues can occur where standing wet snow will remain at low slope areas or where the slope transitions to the flat roof areas at the south elevations for example. Under these conditions, it is not unusual to have some of the sealant or penetrations fail and leaks can occur as the Arena has experienced these, particularly under snow and slushy conditions.

The panels are still in good condition and of sufficient thickness that minor surface corrosion has not compromised continue service. Our recommend would be to apply a waterproofing roof coating to the entire roof surface. This will improve the water shedding ability and fully seal laps, penetrations and fasteners to provide continued service and better performance. Light color reflective coatings are an option to reduce heat buildup in the attic.

In the interim, to address leaks, the roof coating could be applied to localized areas to seal problem locations.

Heat buildup in the attic was significant on the warm day we visited. Ventilation could be improved by installation of mechanical assistance from the high ridge area of the roof. This would require further review of the structural system to determine how best to integrate new units.

We recommend the following with regards to metal panel roofing:

Recommendation # and Description		Priority	Condition	Cost Estimate
5.	Install an elastomeric waterproofing roof coating to extend service life and improve performance. (Approximately 36,000SF, based on \$10/SF)	2	Acceptable	Allowance: \$360,000
6.	Install mechanical ventilation at ridge to reduce attic temperatures	4	N/A	\$20,000
7.	Interim repairs to resolve leaks	2/6	Acceptable	Allowance: \$10,000

4. SUMMARY OF RECOMMENDATIONS AND PROBABLE COSTS

The building has provide continued service for over 40 years. The building roof assembly consists of a stressed skin panel frameless type assembly with galvanized sheet metal ceiling and roof panels joined side by side and end to end with strut members connecting the two sheet steel skins. The galvanizing and metal thickness have created a durable roof system but the exposed fastener and joints create potential for leaks, and a number have been experienced over the last winter. The ceiling layer, performs the vapour resistance function well but is not continuous to serve as a good air barrier. The insulation layer has been disrupted and is missing and uneven. We recommend air, thermal and waterproofing improvements to the existing roof assembly to improve envelope capabilities. The galvanized sheet steel forming the ceiling and roof service are in good condition and with improvements can provide continued service for many years.

Table 4.1 presents a summary of MH opinions of probable cost for remedial work recommendations.

Sidebar: Comparative Cost Estimates

*It is Morrison Hershfield's practice to provide conservative opinions of **probable construction costs**, based on the limits of available knowledge. These estimates of construction cost are intended solely for the establishment of parameters for discussion within the City on the future directions for rehabilitation. These are not "quotations for construction".*

We caution that these opinions are based upon MH's assumptions of the design and construction elements which would get accomplished as part of an eventual rehabilitation program. Before the final construction cost estimates can be developed, the Owners must identify the final scope of the work to be completed. The Owners have significant input on deciding the final extent, and limits, of the work to be done, with professional assistance from MH.

There are always other companies willing to provide lower opinions of cost estimates, either by assuming the use of alternate systems and components, or by using "optimistic" unit cost figures. Nevertheless, the actual costs are established by the design decisions agreed to by the Owners in consultation with MH, and the subsequent contractor's bid prices on the actual design documents. It is important for the Owners to keep in mind that the only cost that ultimately matters is the actual construction cost.

**Table 4.1: Remedial Work Recommendations
Summary Opinions of Probable Costs (See Notes)**

Priority 1: Potentially Critical (work to be done 2018-2019)

Priority 2: Necessary – not yet critical (work to be done 2020-2022)

Priority 3: Recommended (work to be done 2022 to 2025)

Priority 4: Maintenance

Table 4.1 Summary of Opinions and Probable Costs for Remedial Work Recommendations					
#	Component	Description	Priority	Condition	Cost Estimate
1.	Ceiling / Attic	Remove the existing insulation and install new air barrier and thermal layer to the horizontal attic area. (Based on \$10/SF)	3	Acceptable	\$360,000
2.	Roof support wall	Remove existing fiber insulation and install new thermal and air / vapour barrier at small support wall over. (Based on \$30/SF)	2	Acceptable	\$50,000
3.	Attic	Install attic walkways for maintenance and future services. (Budget allowance based on \$50 LF)	4	N/A	\$40,000
4.	Metal roof panels	Install an elastomeric waterproofing roof coating to extend service life and improve performance. (Based on \$10/SF)	2	Acceptable	\$360,000
5.	Roof assembly	Install mechanical ventilation at ridge	4	N/A	\$20,000
6.	Metal roof panels	Interim repairs to resolve leaks.	2/6	Acceptable	\$10,000
Sub Total Construction					\$840,000
➤ Soft Costs (Consulting, permits, etc.), allow 15%					\$130,000
➤ Contingency, allow 10%					\$85,000
Sub Total					\$1,055,000
➤ GST 5%					\$55,000
Total					\$1,110,000

Notes:

1. These order of magnitude opinions of probable costs are for initial budgeting purposes only. Estimates are initial figures only and have been rounded up to nearest \$5K. This is a Class D estimate (+/- 50%).
2. These estimates were developed using assumptions for unit costs and the scope of work for each item. These estimates should not be used without discussing the implications with Morrison Hershfield beforehand.
3. For work of this nature, more accurate cost estimate figures can only be calculated once the design, specifications and detailed tender documents are underway. The Owner must

- be involved in decisions affecting the scope and extent of work in order to develop more accurate construction cost estimates.
4. The above budget costs exclude specific estimates for unseen conditions. These estimates also exclude estimates related to any architectural changes desired by the Owner as part of the rehabilitation program.
 5. The contingency allowances for replacement of rotted and damaged structural members are preliminary estimates. The final cost of this component cannot be established until the wall sheathing is fully removed.
 6. General contingency figures are an allowance for items which occur outside of the assumed scope of work. MH recommends Owner's maintain a general contingency fund within the overall budget to allow for unexpected items. Examples of this type of item include required code improvements to structural, electrical and mechanical components, sprinkler systems, fire safety components, etc., which are discovered once the project is underway.
 7. Engineering fees are estimated based upon preliminary assumptions of the scope of work and rehabilitation. This estimate is solely for the development of an initial overall rehabilitation project budget estimate.

5. SUMMARY

Morrison Hershfield Ltd. was retained by the Regional District of Central Kootenay to undertake an assessment of the current condition of the roof of the Castlegar & District Community Centre Arena. The building has provide continued service for over 40 years. The building roof assembly consists of a stressed skin panel frameless type assembly with galvanized sheet metal ceiling and roof panels joined side by side and end to end with strut members connecting the two sheet steel skins. The galvanizing and metal thickness have created a durable roof system but the exposed fastener and joints create potential for leaks, and a number have been experienced over the last winter. The ceiling layer, performs the vapour resistance function well but is not continuous to serve as a good air barrier. The insulation layer has been disrupted and is missing and uneven. We recommend air, thermal and waterproofing improvements to the existing roof assembly to improve envelope abilities to meet modern standards. The galvanized sheet steel forming the ceiling and roof service are in good condition and with improvements can provide continued service for decades.

If you have any questions, please feel free to contact us.

Prepared by:



Al Martin, RRO
Project Manager, Principal

Reviewed by:



David Fookes, P.Eng
Principal

APPENDIX A: Photos



Roof Condition Assessment



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6

Castlegar & District Community Centre Arena

Roof Condition Assessment



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12

Roof Condition Assessment

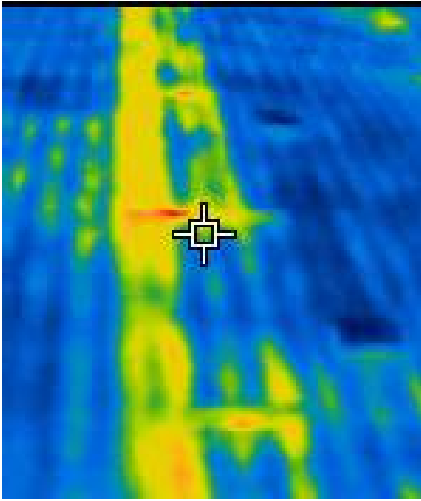


Photo 13

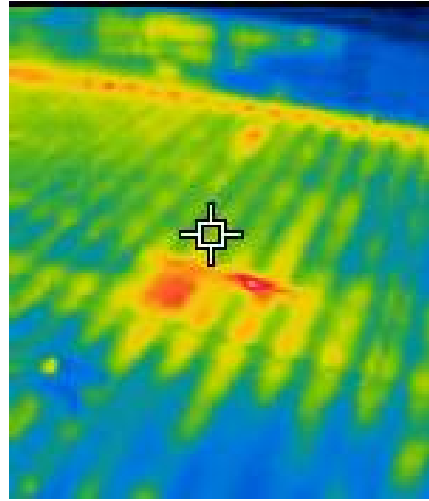


Photo 14

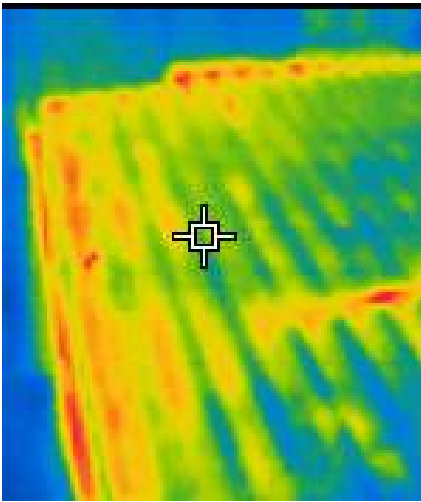


Photo 15



Photo 16



Photo 17



Photo 18

Roof Condition Assessment



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24

Roof Condition Assessment



Photo 25



Photo 26



Photo 27



Photo 28



Photo 29



Photo 30

Roof Condition Assessment



Photo 31



Photo 32



Photo 33



Photo 34



Photo 35



Photo 36



STRONG
REFRIGERATION
CONSULTANTS INC.

November 01, 2021

Attention: Mr. Jim Crockett, Manager

Castlegar and District Community Complex (CDCC)
2102 6th Avenue
Castlegar, BC V1N 3B2

Re. Arena Ice Floor Report

Preamble

The CDCC ice floor was designed and installed in 1976 and has been in operation since. The floor has performed well up to the last few years until brine leaks began to develop.

Arena Floor Life Expectancy

Strong Refrigeration Consultants Inc. (SRCI) contacted one of the leading arena floor contractors in Western Canada, Brysland Ice Arena Ltd., for some preliminary information on the longevity of arena floors and up-to-date budget costs for replacement.

Brysland has found that traditional refrigerated concrete floors, using Low-density polyethylene (LDPE) rink pipes, are generally in need of replacement at approximately 35 years of age (on average) with a few floors lasting to approximately 40 years.

This Castlegar floor was built approximately 46 years ago. Therefore, it has surpassed its intended life cycle.

When arena floors fail, there may be one of several indicators of failure including but not limited to:

- Leaks in the rink pipe at the header or return trenches,
- Leaks at the point where the rink pipe enters the concrete slab from the header trench area,
- Brine leaks that migrate to the surface of the slab, and
- Brine leaks that migrate downwards (into the sub-base) and are not detectable.

The rink pipes leaving the slab expand and contract, often at different rates from the slab itself and the rink headers. This relative movement creates shear points where friction will erode the pipe wall. Furthermore, as LDPE ages it becomes brittle, and it will crack or split causing brine leaks.

Strong Refrigeration Consultants Inc.

3301 8th Street East, Unit 204
Saskatoon, SK S7H 5K5
(639) 638-2600
info@strongrefrig.com

Brysand has found that in most cases, the rink pipe walls become thinner over time due to the constant flow of brine. When the rink pipes fail, unfortunately, even if the concrete slab itself is well maintained and in good condition, the slab becomes unusable as the rink pipes cannot be repaired without replacing the slab.

Recommendation(s)

The arena floor must be replaced due to the age-related issues (brine leaks) that have been observed lately at the arena as described above.

Many facility owners, when replacing their arena floor are opting to use an “HDPE fusion / Buried header system” type of floor system which, Brysand specializes in. The newer floor system utilizes buried headers and rink pipes constructed from high-density polyethylene (HDPE) piping rather than LDPE.

HDPE floors, when constructed properly, have been shown to have several advantages over traditional LDPE floors.

Advantages of HDPE Floors (over LDPE floors)

- Improved refrigeration plant efficiency,
- The rink pipes are entirely contained within the boards, so there is no frozen/icy area outside the arena boards. (This helps to reduce the owner’s liability against patrons slipping),
- There are no supply or return header trenches.
 - Header trenches often fill with ice and require de-icing to keep the trench covers flat and even,
 - Header trenches will fill with water, requiring drainage or sump pumps.
- All connections are fused (rather than clamped with hose clamps and barbed fittings). Fused connections have been shown to be significantly more reliable than clamped connections (when they are completed properly by qualified technicians).
- Using the correct construction practices, Brysand anticipates new floors to last beyond 50 years with proper maintenance. Brysand has stated that HDPE fusion systems are expected to outlive the building/slab.

Disadvantages:

- The floor must be designed and constructed by a qualified contractor with experience in the construction of Fused HDPE floors. SRCI is only aware of two contractors in Western Canada that have the necessary qualifications, Brysand being the leader in SRCI's opinion, based on past experience and their reputation in the industry. This will limit the options available during a competitive bid/tender process.
- If the floor is NOT designed and constructed by a qualified contractor, there is a risk that the floor could fail and require replacement. Typically, LDPE floor leaks will occur in the header trenches and can be repaired quickly and inexpensively (inside the header trench) without removing any portion of the floor itself, as there are no connections buried in the concrete.

Budget Cost to Replace Floor with Fused HDPE System:

Brysand provided the following costs as a preliminary budget for the replacement of the floor. A significant contingency cost has been included as in both Brysand and SRCI's experience, what lies beneath the old slab (in the sub-base) can have a significant impact on new construction cost and schedule.

For instance, in the past contractors have found everything below the slab including but not limited to:

- 2nd AND 3rd slabs beneath the top one,
- Car sized boulders,
- Burial grounds,
- Aquifers,
- Unsuitable soils,
- 20+ ft of frost (Where there was no hot deck, or the hot deck failed),
- Structural cross ties, etc.

In most cases, the contingency fund may not be required. However, it should be included in the budget.

Budget Estimate from Brysand for an HDPE fused Arena floor.

Item	Description	Budget (Taxes Not Included)
1	Demolition of existing slab	\$150,000.00
2	Excavation, removal and disposal to design grade	\$50,000.00
3	Thaw existing soil below design grade	\$25,000.00
4	Weeping Tile System	\$25,000.00
5	New Refrigerated Slab and Heat floor to Machine Room	\$475,000.00
6	Heat Floor Machine Room Materials and Connection	\$25,000.00
7	Geotechnical Engineering	\$15,000.00
8	Structural Engineering	\$20,000.00
9	Contingency	\$250,000.00
10	Crew living out allowance	\$30,000.00
11	Tender Process	\$17,000.00
	Sub-total Basic Budget	\$1,082,000.00
	Other Potential Costs	
12	Replace existing soils beneath design grade (in lieu of thawing).	\$100,00.00
13	Chromate contingency (if chromates are present)	\$50,000.00
14	New Dasher Board System	\$200,000.00

Project Timeline

Brysand has found that on average the time frame to remove an old slab and replace it with a new one is 5-6 months (after construction has started) which does not include any time allowed for the engineering or tender process.

Site conditions, such as items buried below the old slab may cause delays and schedule overruns, Brysand highly recommended allotting a minimum of 6 months for slab replacement.

Please advise if SRCI can be of further assistance in this matter.

Strong Refrigeration Consultants Inc.



250-431-8163



Board Report

Date of Report: June 7, 2022
Date & Type of Meeting: June 16, 2022 Board Meeting
Author: Joe Chirico, General Manager of Community Services
Subject: Strategic Priorities Fund – Riondel Community Centre Roof Project
File: 01-0520-50
Electoral Area/Municipality: Defined Portion of Area A - Riondel

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to provide information for the Board to consider the Riondel Community Centre Roof Project as one of the three projects for submission to the UBCM-Strategic Priorities Fund.

SECTION 2: BACKGROUND/ANALYSIS

The RDCK owns a number of properties in Riondel including the Riondel Community Centre. This facility is the former school in Riondel. The facility is in need of repair but it is not neglected. The Community through volunteer effort maintains a Library, RDCK office, Seniors Room, Arts Room, Virtual Lab, and now a partnership with a Men's Shed Program to offer wood working in the basement. The community is working with Studio 9, partially funded by Columbia Basin Trust to develop a phased implementation plan for the renewal of the Centre. The first phase of the renewal is the replacement of the roof.

The Board has authorized Service S209 the authority to borrow \$200,000 over 5 years. The background on this decision is outlined in the RDCK's Riondel Commission of Management Letter to GM Chirico in June of 2021 and outlines the strong foundation for this being the first phase of the renewal.

To move forward with the preservation of our Community Centre, the Commission of Management would like to put a motion on the July agenda to request the borrowing of \$200,000 over 5 years for the purpose of repairing the main roof of the building (excluding the two southernmost rooms slated for eventual demolition. Any shortfall in the cost of the roof repair would be paid for out of the capital reserve. We have a formal quote from BF Roofing, and a non-detailed quote from Heritage Roofing. Coming in at approximately \$200,000, the two quotes are within \$10,000 of one another.

This repair is essential to the future of the building, and funding it will demonstrate our commitment to paying our share of the cost of guaranteeing the Community Centre's usefulness into the future. The critical point to make in terms of CBT and other grant funding is that the roof repair is only the first stage in the building's renovation. The full project development would incorporate the following stages:

- 1) Repair of auditorium roof and external auditorium shell. [DONE]
- 2) Repair of main area of Community Centre roof (~7600 sq. ft.), excluding the southernmost portion scheduled for eventual demolition).

- 3) Creation of a Library space in the basement (~1250 sq. ft.), and plastic sealing of dirt portion of the south basement floor.
- 4) Modification of auditorium interior (lowered ceiling, window(s), etc.) to improve multi-use, year-round options; completion of necessary repairs of external auditorium shell.
- 5) Demolition of southernmost portion of Community Centre, and of the old Rec Centre (exclusive of the Curling Club)
- 6) Replacement of exterior windows and doors, and cosmetic clean-up of interior rooms.

By demonstrating our commitment to completing stages 1 & 2 (~\$250,000), completion of any further work would be contingent upon substantive support from granting sources such as the Columbia Basin Trust, the Green Municipal Fund, B.C. Rural Dividends Grant, and other agencies. Surely a local contribution of \$250,000 should be an adequate demonstration of good faith on the part of the Riondel community. Stages 2, 3, 4, and 6 can be done independently, using local contractors. The demolition would have to be outsourced.

Our situation in Riondel does not resemble that of other communities doing similar projects. We've already had one catastrophic roof failure that probably cost the community \$30,000 in repairs and building studies. The last patch job was 5 years ago, and we cannot reasonably expect it to continue to hold for much longer. Were it not for the roof, we could look at a process similar to that undertaken in Midway to restore their community hall—getting initial funding to hire a grant writer and pulling in major grants to the tune of about \$2 million. I spoke with one of the leaders of the Midway project a couple of months ago. We could do something similar with our Community Centre, provided that we know that we're not going to have to shut down the building again because we can't control leakage. Until stage 2 is completed, no such guarantees are available.

Over the past 6 years or so we have done everything possible to revitalize & maintain the Community Centre and keep it a vibrant element of Riondel community life. We have demonstrated our commitment in terms of tax money, volunteer time, and new & long-running programs and services. We even dealt with the \$16,000 cost of repairing the freak sinkhole that suddenly appeared under the auditorium. Our commitment is clear...

The Commission has the background material necessary for the application from previous architectural work and the work currently being undertaken by Studio 9 Architecture.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Financial Plan Amendment:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Debt Bylaw Required:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Public/Gov't Approvals Required:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Project is included in the Financial Plan and work is set to be tendered upon the completion of the Studio 9 Phased renovation plan.

If this project is selected as one of the 3 projects for the grant and it is successful, this would enable the process to begin to plan the partial demolition of the unneeded space in the Community Centre with the Services own funds. Unfortunately, most grant programs only help you renew or build new. Demolition is not considered an enhancement.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

Borrowing approval has been granted.

3.3 Environmental Considerations

This project protects a vital indoor space and will allow the continued good work of volunteers to progress the phased approach which would include reducing the size of the building they are maintaining to enable the service to be sustainable.

3.4 Social Considerations:

The facility is the centre of the community. Riondel is unique in that this is an RDCK facility that continues to be driven by volunteer efforts to keep the facility relevant. It is the social hub but it is also supported through great volunteer effort.

3.5 Economic Considerations:

Riondel is a small service area with a small tax base. If the RDCK is successful in being awarded the grant, this would enable to use taxation funding to demolish part of the building and volunteer effort to new the interior.

3.6 Communication Considerations:

The RDCK will need to communicate the projects selected and reasoning for those that were not.

3.7 Staffing/Departmental Workplan Considerations:

Staff will coordinate the application but the Commission of Management will assist with the grant writing.

3.8 Board Strategic Plan/Priorities Considerations:

This is about facilitating the efforts of volunteers to create a sustainable service.

SECTION 4: OPTIONS & PROS / CONS

The Pros of the Board considering this project:

- This facilitates volunteer involvement.
- This meets the intent of identifying an RDCK asset in a rural area.
- Can demonstrate past successful volunteer upgrade projects.
- Phased project planning currently underway.
- Demonstrates to Columbia Basin Trust that the Board prioritizes the rejuvenation of the Community Centre and is willing to build upon CBT planning grants.

The Cons:

- For this service area there is no con.

SECTION 5: RECOMMENDATIONS

This report is provided to assist the Board in prioritizing three projects for Strategic Priorities Fund applications.

Respectfully submitted,

Joe Chirico, General Manager of Community Services

CONCURRENCE

Chief Administrative Officer – Stuart Horn

Approved

General Manger of Finance – Yev Malloff

Approved



2022 UBCM Resolution - Pricing Policy for Community Forests

360/22

WHEREAS the tabular stumpage rate system that currently applies to community forest agreements provides the ability for community forests to innovate and invest in community priorities including climate change adaptation, wildfire risk reduction, ecosystem restoration, old growth management, recreational infrastructure development, with community economic development relying upon the current tabular stumpage system and rates;

AND WHEREAS any change in the current tabular stumpage policy that results in an increased stumpage rates and additional administrative burden for community forest tenures will greatly reduce and undermine the capacity of community forests to provide key socio-economic benefits to the communities that they support;

THEREFORE BE IT RESOLVED that the Province of British Columbia maintain the tabular rate structure for community forest agreements in order to enable community forest agreement holders to implement modernized forest policies and to meet the full range of community objectives while operating viable businesses.



2022 UBCM Resolution - Homeowner Insurance Availability and Provisions

361/22 WHEREAS homeowner insurance coverage across British Columbia is unavailable or is prohibitively expensive for many homeowners in rural and remote areas or in areas serviced by cable ferries;

AND WHEREAS homeowner insurance policy provisions across British Columbia are inconsistent, are subject to reductions in coverage when homes are sold or transition from construction insurance to regular homeowner insurance upon occupancy, and many policies cannot be renewed during wildfire season, which is becoming longer and more impactful each year;

THEREFORE BE IT RESOLVED that the Union of British Columbia Municipalities petition the Province to introduce and adopt legislation that requires all underwriters providing homeowner insurance coverage in British Columbia to provide insurance to all homeowners with provisions that are consistent, fair, and equitable to all homeowners in the province.



Facility Use Agreement

Contract #: 2022-110-COM-MEN'S_SHED_ASSOC
Project: Rental of the basement of the Riondel Community Centre
GL Code: 42045 / OPR251-100

THIS AGREEMENT executed and dated for reference the:

10 day of June, 2022
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the "RDCK")
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4
Agreement Administrator: Joe Chirico
Telephone #: 250-352-8158
Email: jchirico@rdck.bc.ca

AND

EAST SHORE KOOTENAY LAKE MEN'S SHED SOCIETY

(hereinafter called the "Licensee")
at the following address:
PO BOX 183, 755 Riondel Rd
Riondel, BC, V0B 2B0
Agreement Administrator: Mike Barradell-Smith
Telephone: 250-505-9393
Email: mbs61@icloud.com

BACKGROUND

- (a) The RDCK is the owner and operator of the Riondel Community Centre located at 1417-1421 Eastman Ave, Riondel, British Columbia (the "Facility").
- (b) The Licensee is the owner and operator of **EAST SHORE KOOTENAY LAKE MEN'S SHED SOCIETY** and wants to rent the basement of the Riondel Community Centre.
- (c) The application for funding from the United Way of BC was submitted by the RDCK on behalf of the Licensee and was successful.
- (d) The RDCK has agreed to grant the Licensee, by way of this agreement, use of the Designated Space to deliver a safe space for men to go to and create social connections that will enhance lives and the community as set out in the terms and conditions of this agreement.

DEFINITIONS

- 1 In this Agreement, words and phrases shall have the following meanings:
 - (a) **“Agreement”** means this Facility Use Agreement and its appendices, addendums, attachments to the appendices, and any amendments to the agreement, addendums or appendices agreed to in writing by the Parties;
 - (b) **Activities** means renovation of the Designated Space as approved by the RDCK’s General Manager of Community Services, community woodworking and programming, and social activities;
 - (c) **Facility** means the Riondel Community Centre , which is located at 1417-1421 Eastman Ave, Riondel, B.C.
 - (d) **Designated Space** means the physical building, room, or area of land within the Facility, as shown in Appendix A, designated for use by the Licensee in which the Activities will occur;
 - (e) **Project** means the project described by the Licensee in their application to the United Way British Columbia dated March 1, 2022 and attached to this agreement as Appendix E.

TERMS OF AGREEMENT

In consideration of the premises and the covenants and agreements contained in this Agreement, the parties agree with each other as follows:

- 2 **TERM:** The term of this Agreement shall be a period of one year (twelve months) commencing on June 1, 2022 (“Term”). Upon mutual agreement of the Parties the Agreement may be extended for a two years (2) period.
- 3 **LICENSE TO USE DESIGNATED SPACE:** The RDCK hereby grants to the Licensee, by way of this agreement, use of the Designated Space for the purpose of the Activities.
- 4 **ACCESS TO THE DESIGNATED SPACE:** Throughout the Term of this Agreement and without limiting the RDCK’s right to access and use the Designated Space as the owner thereof, the RDCK may at any time enter any part of the Designated Space for the purpose of inspection, repair, alterations or improvements to the Designated Space or any part thereof and the Licensee shall provide free and unhampered access for the aforementioned purposes and shall not be entitled to compensation for any inconvenience or nuisance caused thereby. The RDCK in exercising such right shall make reasonable efforts to not unreasonably interfere with the operation of the Designated Space.
- 5 **RDCK OBLIGATIONS:**

The RDCK shall:

 - (a) The Designated Space will be made available to the Licensee for regular Activities;
 - (b) The RDCK will provide keys to the Licensee for the Designated Space. The Licensee will provide a list of key holders to the Regional District;
 - (c) The dates and times the Designated Space may be used by the Licensee are listed in Appendix B. No use of the Designated Space by the Licensee shall occur outside the dates and times listed in Appendix B. The RDCK reserves the right to program the Designated Space outside of the dates and times listed in Appendix B;

- (d) The RDCK shall provide water and wastewater utilities, electrical utilities, gas utilities, garbage removal for the Designated Space, the cost of which will be reflected in the fees charged to the Licensee for use of the Designated Space;
- (e) The Regional District is responsible for maintaining the Designated Space including the overall structure, roof, windows, doors, exterior, mechanical systems, major appliances and grounds;
- (f) The Regional District, owner of the Designated Space, will be responsible for property insurance for the Designated Space.

6 LICENSEE OBLIGATIONS:

The Licensee shall:

- (a) Pay to the RDCK fees for the use of the Designated Space in accordance with Appendix D;
- (b) Comply with all applicable municipal, provincial and federal legislation and regulations;
- (c) At its own expense, obtain all permits and licenses necessary for the Activities, and on request provide the RDCK with proof of having obtained such licenses or permits;
- (d) Agree to and adhere to all requirements set out in Appendix C - Funding Agreement Requirements;
- (e) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;
- (f) Be an independent contractor and not the servant, employee or agent of the RDCK;
- (g) Ensure all persons employed by it or acting as volunteers in connection with the Activities are competent, adequately trained, fully instructed and supervised;
- (h) Where required, at its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the Activities. Upon request, the Licensee shall provide the RDCK with proof of such compliance;
- (i) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Activities, and indemnify and save harmless fines, levies, penalties and assessments;
- (j) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
- (k) Use due care that no person or property is injured and no rights infringed in the performance of the Activities, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in holding the Activities or in any other respect whatsoever;
- (l) Not alter any RDCK-owned structures and or the Premise grounds in any way without the prior approval or consent of the RDCK's General Manager of Community Services ;
- (m) Be responsible for the cost of any repairs to the Premises, any part thereof, or any equipment or facility contained therein which are required to be made due to the negligence or willful misconduct of the Licensee, its employees or volunteers or anyone for whom the Licensee is responsible at law. The expense of such repairs or replacements shall include all reasonable costs and expenses incurred

by the RDCK. The Licensee acknowledges and agrees that all repairs or replacements are to be carried out to the sole satisfaction of the RDCK;

- (n) Accept that use of the Premises is entirely at its own risk and agrees that neither the RDCK nor its respective officers, directors, employees, contractors or agents have made any warranties or representation respecting the suitability or condition of the Premises;
- (o) Not use or permit the use of any part of the Premises for any dangerous, noxious, noisome or offensive act, trade, business occupation or calling and shall not permit, cause or maintain any annoyance, nuisance, damage, disturbance or interference with occupiers of properties adjoining or proximate to the Premises, or which may constitute a fire hazard;
- (p) Use the premises only for the purpose of holding the Activities;
- (q) Be responsible for the cost of repairing or restoring any environmental damage occurring to the Premises in connection with the Activities;
- (r) Provide the RDCK with contact information for persons responsible for the Activities available to respond 24 hours per day during the Activities;
- (s) Not use the logo or imprint of the RDCK in any way for marketing the Activities without written permission of the RDCK;
- (t) Comply with the reasonable rules and regulations established by the RDCK from time to time with respect to the use of the Premises provided that, in the event of a conflict between any such rule or regulation and a term of this Agreement, the terms of this Agreement shall prevail;
- (u) Not permit alcohol or cannabis to be served or consumed within the Designated Space;
- (v) Keep the Designated Space locked while not in use and overall maintain sound security and fire safety practices within and around the Designated Space;
- (w) Not perform Activities or store materials or equipment outside of the Designated Space unless permitted by the General Manager of Community Services or designate.

7 GRANT PAYMENTS TO LICENSEE: Payments to the Licensee shall be in accordance with Appendix D.

8 INSPECTION PRIOR TO USE: The Licensee shall, throughout the Term of this Agreement and on each occasion it uses the Designated Space, inspect the Designated Space, its furnishings and equipment, and shall forthwith notify the RDCK of any condition that requires attention or repair or that may render the Designated Space or anything therein hazardous or unsafe.

9 DESIGNATED SPACE OPERATIONS:

- (a) The Licensee shall have full operational control over the Designated Space during their programs, and operate in full compliance with applicable legislation, provincial guidelines, and the terms of its operating license;
- (b) The Licensee will use the Designated Space only for the purpose of the Activities and only during the operating hours stated in this agreement. No other use of the Designated Space is permitted without approval of the Regional District;
- (c) The Licensee shall be responsible at its own expense for the provision and compensation of all staff,

volunteers, materials and supplies required for its activities;

- (d) The Licensee will employ at the premises only such personnel, labour and workers, and only under such conditions of employment as, in the sole discretion of the RDCK will conform with the existing collective agreements, if any, entered into between the RDCK and its unionized employees;
 - (e) The Licensee is to provide supervision of program clients and participants at all times while at the Facility;
 - (f) The Licensee will take care and do their diligence to ensure that all employees and volunteers are of good character, properly trained, accredited and maintain required certifications. Criminal record checks, including vulnerable sector clearance will be performed for each employee and volunteer if required by the RDCK, or as established by regulation;
 - (g) Any grant application sought for the operation, furnishing or equipment of the Designated Space must be approved by the Regional District. Any permanent fixtures acquired through a grant will remain with the Designated Space as RDCK property;
 - (h) At its own expenses the Licensee shall clean and maintain the Designated Space and all furnishings and equipment necessary for the Activities, and leave the Designated Space in satisfactory state for use by the RDCK. The RDCK, likewise, will return the space in this condition following any programming it provides in the Designated Space;
 - (i) At the end of each day, the Licensee will leave the Designated Space in a state of readiness for another use of the space, including having all equipment and valuables locked away. The RDCK will return the space in this condition after its use of the space;
 - (j) In addition, the Licensee is responsible to ensure compliance of all the obligations of the Licensee pursuant to this Agreement, adherence to the rules regarding the use of the Designated Space and shall also report any concerns to the Manager of the Facility.
- 10 INSURANCE:** The Licensee shall, during the Term of this Agreement, take out and maintain comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Designated Space by the Licensee, in a form acceptable to the Chief Financial Officer of the Regional District, in the amount of not less than of **\$2,000,000** per Dollars per occurrence, and tenants legal liability coverage in the amount of \$500,000 naming the Regional District, its elected officials, employees, officers, agents and others as an additional insured and shall provide the RDCK with a certificate of insurance upon execution of this Agreement. Such insurance shall include a cross liability clause and require the insurer not to cancel or materially change the insurance without first giving the RDCK thirty (30) days prior written notice. If the Licensee does not provide or maintain in force the insurance required by this Agreement, the RDCK may take out the necessary insurance and the Licensee shall pay to the RDCK the amount of the premium immediately on demand.
- 11 ADDITIONAL INSURANCE:** The Licensee is responsible for insuring the contents of the Designated Space and all improvements based on full insurable values, with 'all risks' coverage on the replacement cost basis, flood and earthquake endorsements, and a maximum deductible of \$1000 for any one loss. It shall be the sole responsibility of the Licensee to determine what additional insurance coverage, if any, including but not limited to Workers' Compensation and participants' insurance, is necessary or advisable for the protection of the Licensee or is required by the Licensee to fulfill its obligations under this Agreement. Such additional insurance shall be maintained and provided at the sole expense of the Licensee. The Licensee shall be responsible for obtaining whatever additional insurance it deems necessary in respect of the property of the Licensee located in the Designated Space.

- 12 RISK:** The Licensee accepts and will use the Designated Space and the Facility at its own risk and agrees that neither the RDCK nor its respective officers, directors, employees, contractors or agents have made any warranties or representation respecting the suitability or condition of the Designated Space. The RDCK is not responsible for any loss, damage or theft of items belonging to the Licensee stored in the Facility.
- 13 NO LIABILITY FOR INTERFERENCE:** The RDCK does not warrant that the use of the Designated Space by the Licensee pursuant to this Agreement will be free from interruptions caused or required by maintenance, repairs, renewals, modifications, strikes, riots, insurrections, labour controversies, accidents or other causes beyond the commercially reasonable control of the RDCK and the Licensee releases the RDCK from any loss or expenses rising therefrom.
- 14 INDEMNITY:** The Licensee shall indemnify and save harmless the RDCK and its elected and appointed officers, employees, and agents from all loss, liability, costs, claims, or expenses (including actual legal fees and disbursements) arising out of the use or occupancy of the Designated Space by the Licensee, its directors, officers, staff or invitees, or arising out of any breach of this Agreement. The obligation does not apply to the extent losses arise from any wrongful act or omission or negligence of the RDCK or its directors, officers, employees, agents, contractors or invitees.
- 15 MAINTENANCE AND REPAIR:** The Licensee shall repair and maintain and keep the Designated Space in a state of good repair as any prudent owner would do. The Licensee shall be responsible for the cost of any repairs to the Designated Space, any part thereof, or any equipment or facility contained therein which are required to be made due to the negligence or willful misconduct of the Licensee or anyone for whom the Licensee is responsible at law. The expense of such repairs or replacements shall include all reasonable costs and expenses incurred by the Regional District. The RDCK shall, upon, written consent from the Licensee, provide the Licensee with documentation and records to substantiate any item or items of such expenses. The Licensee acknowledges and agrees that all repairs or replacements are to be carried out by either the Regional District, or by a Contractor approved by the Regional District.

The Licensee will be responsible for all set up, clean up, damage and waste removal for all regular activities of the Licensee as listed in Appendix B. Reasonable wear and tear excepted.

- 16 DAMAGE OR DESTRUCTION:** If the Designated Space is damaged or destroyed such that:
- (a) it cannot be used by the Licensee as a venue for regular activities, programs or events; or
 - (b) the Regional District, having decided in its discretion to do so, intends to repair, expand or rebuild the Designated Space and requires vacant possession of the Designated Space;
- then this Agreement shall terminate on the RDCK providing the Licensee with written notice of same.

17 DISPUTE RESOLUTION AND DEFAULT:

- (a) In the event of any dispute between the parties, attempts will be made by the RDCK staff and the Licensee staff to directly resolve the conflict. Should this prove ineffective, Program Managers from the respective organisations will meet and review the situation recommending and agreeing to a solution or compromise. If a compromise or solution cannot be found, senior management staff will meet and review possible solutions. If solutions cannot be found, two board members from each organisation will meet in an effort to find a workable solution or agreeable compromise;
- (b) In the event of any dispute between the parties that cannot come to an agreeable solution, the dispute shall be referred to the RDCK Board whose decision will be binding;
- (c) This Agreement and all rights of the Licensee to use the Designated Space shall cease, at the option

of the Regional District, if the Licensee shall be in default of any of its covenants or obligations set out in this Agreement and such default shall continue for a period of seven (7) days after notice of such default is given by the RDCK to the Licensee.

18 TERMINATION:

- (a) The RDCK may terminate this Agreement:
 - (i) if the Licensee fails to fulfill any of its obligation hereunder within seven (7) days of written notice from the RDCK;
 - (ii) if the Licensee becomes bankrupt or insolvent or takes the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise;
 - (iii) a receiver, interim receiver, receiver and manager, custodian or liquidator is appointed for the business, property, affairs or revenues of the Licensee;
 - (iv) The Licensee ceases at any time to operate;
 - (v) The Licensee or its assets are dissolved, wound-up or liquidated.
- (b) This Agreement may also be terminated by either party on six (6) months' written notice to the other party or as otherwise agreed by the parties.

If this Agreement is terminated due to a breach of the Agreement by the Licensee then, in addition to any other remedies it may have, it may recover from the Licensee all damages it incurs by reason of such breach and it may remove all of the Licensee's property from the Designated Space, which property may be sold or disposed of at the Regional District's option or which may be stored by the RDCK at the cost of the Licensee.

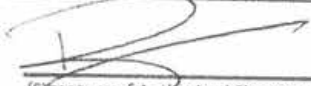
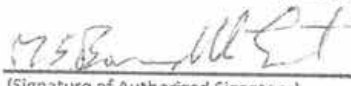
19 MISCELLANEOUS PROVISIONS:

- (a) **No Waiver** - No waiver or nor neglect by the RDCK to enforce this Agreement upon breach by the Licensee of any covenants, conditions or agreement contained in this Agreement shall be deemed a waiver by the RDCK of such rights upon subsequent breach of the same or any other covenant or condition of this Agreement;
- (b) **Notices** - Any notice, request or demand provided for in the Agreement shall be in writing and
 - (i) Directed to the Agreement Administrator named on the front page of this agreement;
 - (ii) Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing;
- (c) **Entire Agreement** - There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement, save as expressly set out in this Agreement and that this Agreement constitutes the entire Agreement between the parties and may not be modified except by subsequent agreement in writing executed by the parties;

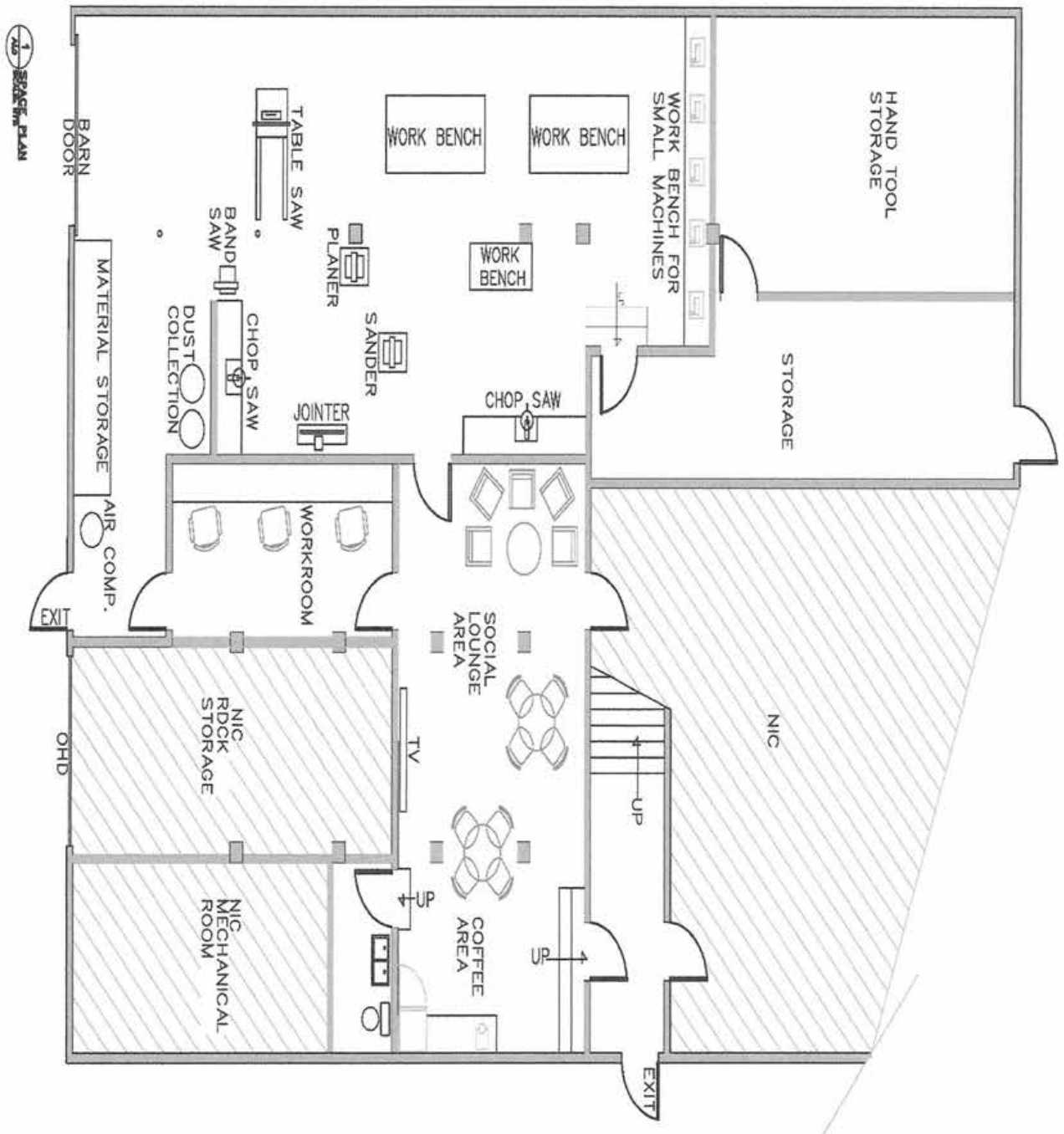
- (d) **Interruptions** - The RDCK does not warrant that the use of the Premises by the Licensee pursuant to this Agreement will be free from interruptions caused or required by maintenance, repairs, renewals, modifications, strikes, riots, insurrections, labour controversies, accidents or other causes beyond the commercially reasonable control of the RDCK and the Licensee releases the RDCK from any loss or expenses rising therefrom;
- (e) **Use of Premises** - This Agreement provides the Licensee with personal rights to use the Premises on the terms hereof only and that this Agreement does not grant it any leasehold or other estate in the Premises;
- (f) **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, personal representatives, administrators, successors and permitted assigns;
- (g) **Further Assurances** - The parties will execute such further and other documents and so such further and other things as may be necessary to carry out and give effect to the intent of this Agreement;
- (h) **Not a Lease** - The Licensee agrees that this Agreement provides it with personal rights to use the Designated Space on the terms hereof only and that this Agreement does not grant it any leasehold or other estate in the Facility;
- (i) **Governing Law** - This Agreement shall be governed by the laws in force in British Columbia, including the federal laws of Canada applicable therein. British Columbia Courts shall have exclusive jurisdiction over all matters arising in relation to this Agreement, and each party accepts the jurisdiction of British Columbia Courts;
- (j) **Powers preserved** - Nothing contained or implied in this Agreement shall fetter in any way the discretion of the RDCK or the board of the Regional District. Further, nothing contained or implied in this Agreement shall derogate from the obligation of the Licensee under any other agreement with the RDCK or, if the RDCK so elects, prejudice or affect the Regional District's rights, powers, duties or obligation in the exercise of its functions pursuant to or under the *Local Government Act* or other applicable enactment, or act to fetter or otherwise affect the Regional District's discretion, and the rights, powers, duties and obligations of the RDCK under all public and private statutes, by-laws, orders and regulations, which may be, if the RDCK so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the Licensee and the Regional District;

- (k) **Counterparts** - This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement and communication of execution by fax or electronic transmission shall constitute good delivery.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	EAST SHORE KOOTENAY LAKE MEN'S SHED SOCIETY (MEN'S SHED ASSOCIATION OF B.C.)
_____ (Signature of Authorized Signatory)	 _____ (Signature of Authorized Signatory)
_____ (Name and Title of Authorized Signatory)	Brett Pulling PRESIDENT _____ (Name and Title of Authorized Signatory)
_____ (Signature of Authorized Signatory)	 _____ (Signature of Authorized Signatory)
_____ (Name and Title of Authorized Signatory)	M. S. BARZABELL-STITHA TREASURER _____ (Name and Title of Authorized Signatory)

APPENDIX A: FLOOR-PLAN OF FACILITY



APPENDIX B: OPERATIONAL CALENDAR

The Licensee may use the facility up to three and half days per week. The schedule is intended initially flexible and subject to change. A set schedule mutually agreed upon by the parties for the Licensee's use of the Designated Space will be established within 6 months of operation. Once established, the Licensee shall adhere to the set schedule. No use of the Designated Space is permitted before 8:00 am or after 10:00 pm any day.

APPENDIX C: GRANT FUNDING REQUIREMENTS

- 1 The Licensee represents and warrants to the RDCK, with the intent that the RDCK rely on it in entering into this Agreement, that:
 - (a) all information, statements, documents and reports furnished or submitted by the Licensee to the RDCK in connection with the Project are true and correct;
 - (b) the Licensee has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Licensee's ability to fulfill its obligations under this Agreement; and
 - (c) the Licensee is not in breach of, or in default under, any law of Canada or of the Province of British Columbia applicable to or binding on it.
- 2 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Licensee to the RDCK under this Agreement or in connection with any of the transactions contemplated by it are deemed to be representations and warranties by the Licensee under this Agreement.
- 3 All representations, warranties, covenants and agreements made in this Agreement and all certificates, applications or other documents delivered by or on behalf of the Licensee are material, have been relied on by the RDCK, and continue in effect during the continuation of this Agreement.
- 4 The Licensee must:
 - (a) deliver the Project in accordance with the terms of this Agreement;
 - (b) maintain its corporate existence throughout the term of this Agreement;
 - (c) deliver the Project and use the grant funds substantially in accordance with the deliverables, outcomes, methodology, schedule, budget and resources outlined in Appendix E of this agreement;
 - (d) comply with all Federal, Provincial and Municipal Government Acts, Laws, Bylaws and Regulations applicable to the implementation and maintenance of the Project. This includes, but is not limited to, the Criminal Records Review Act (pertaining to any person working with minors) and the Workers Compensation Act;
 - (e) hire and retain only qualified staff and contractors;
 - (f) unless agreed otherwise, supply, at its own cost, all labour, materials and approvals necessary to carry out the Project;
 - (g) use good business practices in delivering the Project;
 - (h) award contracts related to the Project using a fair and competitive processes or otherwise justifiable and generally-accepted sound business practices;
 - (i) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement;
 - (j) request amendments to this Agreement from the RDCK if, following execution of this Agreement, significant changes to the Project scope or budget are desired that would result in the Project being substantively different from that which is described within Appendix E of this agreement .
- 5 The Licensee will maintain accurate financial records with supporting receipts, and provide this to the RDCK upon request
- 6 The Licensee is responsible to pay all costs for the delivery of the Project.

- 7 The Licensee must use the money contributed by the RDCK for this Project only.
- 8 If the Project costs are more than the RDCK's contribution, the RDCK is not responsible for payment of expenses exceeding the amount of this Agreement.
- 9 When there is unspent money after payment of Project costs:
 - (a) If the RDCK is the only contributor for funding for this program, and there is money left over at the end of the project, the Licensee will return the unspent money to the RDCK.
 - (b) If additional funding for this project is provided by other sources, and the total funding of the project is more than 100% of the project costs, the RDCK will be reimbursed its proportionate share of the excess funds on request.
- 10 Any interest earned on the money contributed by the RDCK should be used for purposes consistent with the funded project.
- 11 The RDCK's responsibilities with respect to the Project are limited to providing financial assistance to the Licensee towards the cost of the Project.
- 12 The Licensee and the RDCK are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- 13 The Licensee, its volunteers, personnel, subcontractors and agents are not employees, servants, partners or agents of the RDCK.
- 14 The Licensee will adhere to all data collection and reporting requirements outlined in the Learning and Quality Assurance (LQA) plan in Appendix E.

APPENDIX D: AGREEMENT PAYMENT TERMS

- 1 Licensee's payment to the RDCK for the first year (June 1, 2022 – May 31, 2023) \$0.00. Subject to renewal of this agreement by the Parties, the Licensee shall pay \$1600.00 annually (excluding GST), invoiced annually by the RDCK

The following contract number must be quoted on the Licensee's payment :

2022-110-COM_MEN'S_SHED_ASSOC.

- 2 Invoices to be paid on net 30 day term.
- 3 GST (if applicable) shall be listed as a separate line item on all invoices.
- 4 Upon execution of this agreement the RDCK will make payment to the Licensee of the \$10,000 grant from the United Way. Licensee must expend all grant funds prior to May 31, 2023.

APPENDIX E: THE PROJECT

The project funded through the UWBC grant has 3 elements:

- 1 Partially renovation of the basement of the Riondel Community Centre including:
 - (a) Labour and materials to paint the Designated Space
 - (b) Installing flooring in the toilet area and carpet tile in the coffee area
 - (c) Electrical, HVAC and security upgrades to be determined and as approved by the General Manager of Community Services
- 2 Purchase of tools, primarily for woodworking
- 3 Production of promotional materials to increase Shed membership and promote community engagement.

The Project Budget is as follows:

Item	Description	Amount	Side
50	UWBC funding (The amount requested and approved from UWBC)	\$10,000.00	Income
100	Other revenue sources (Any additional funding secured)	\$0.00	Income
150	Project Administration/Coordination/Implementation Costs	\$1,000.00	Expense
200	Volunteer Costs	\$0.00	Expense
300	Contract Fees	\$0.00	Expense
400	Project Expenses	\$9,000.00	Expense
500	Travel (Project related travel only)	\$0.00	Expense
600	Other expenses (Please provide details in Comments section)	\$0.00	Expense
	Total Income	\$10,000.00	
	Total Expense	\$10,000.00	
	Total Surplus/Deficit	\$0.00	

LEARNING AND QUALITY ASSURANCE (LQA) PLAN



United Way
British Columbia

Working with communities in BC's
Interior, Lower Mainland, Central
& Northern Vancouver Island

2021-2022 Men's Shed Project Grant

Understanding effective approaches to developing and sustaining Men's Sheds is an important part of UWBC's Men's Shed initiative. Supporting efforts for Sheds to learn from one other, including from the grants made for Men's Shed projects, can help individual Sheds, MSABC, and United Way demonstrate the value and impact of Men's Sheds, as well as the value of grants and other support provided to them by UWBC. Demonstrating effectiveness, learning from one other, and documenting activities and progress is also part of project monitoring and accountability requirements for the funds invested in Men's Sheds.

While we generally refer to the processes implemented to undertake these activities as *Learning and Quality Assurance (LQA)*, we can also describe this as *proving, and improving* – that is, attempting to understand what works well and what could be improved so that we can increase the impact of projects, programs, and activities.

Specifically, LQA activities help Men's Sheds and UWBC to:

- track and describe progress, results, and individual and collective impacts
- develop knowledge and learn from each other
- inform planning, program development, and quality improvements
- ensure and demonstrate accountability
- adopt best practices

By their nature, Men's Sheds are grassroots, community-based groups that are either independently incorporated as a society, or operate under the auspices of another community organization. In both cases, Sheds ideally have considerable autonomy to determine the activities, schedules, membership, etc. that is most appropriate to their community, location, and facilities.

Men's Sheds play a critical role in enabling LQA activities – their support for and participation in LQA activities are an expectation of receiving a grant. Men's Shed partner organizations also play an important role in enabling Men's Sheds learning approaches and in helping to continuously improve the program and associated projects, locally, regionally, and provincially. Provincial networks (Men's Shed Association of BC) also have a valuable role in fostering LQA activities that will benefit individual Sheds, as well the network itself.

LQA work will respond to Men's Sheds' evolution as new Sheds develop in communities across B.C. and the movement and network grows and matures. Updated versions of this document will be shared with Men's Shed projects as necessary.

Reporting

A Men's Shed's role in supporting reporting activities includes:

- Providing data including:
 - How many **individuals** have participated in your Men's Shed activities to date?

- How many **members** have joined your Men’s Shed to date?
- Providing information on:
 - What were your main challenges and why?
 - What were your main successes and why?
 - Other details that may be helpful in describing the impact of the project on participants and on the community
- Sharing photos, examples, quotes, and/or a story that illustrates something interesting/important about your Shed

It is anticipated that where a partner agency is involved in supporting/facilitating a Men’s Shed project, their role in supporting reporting activities includes working with Shed members to prepare and submit the data, information, and stories as noted above.

Also, see the [Men’s Sheds group resources page](#) on Healthy Aging CORE for reporting requirements, grant criteria, and official correspondence regarding reporting expectations.

Granting/Reporting Schedule

Reporting and Granting Requirements	Deadline	Period
Outcome Report	October 14, 2022	March 01, 2022 – August 31, 2022

Tools, Training, and Community Engagement

Men’s Shed grant recipients are encouraged to access the tools, training and community engagement opportunities, and other organizational development and knowledge sharing support available from UWBC and MSABC. These include:

[Healthy Aging CORE](#) (Collaborative Online Resources & Education) is a provincially coordinated, interactive on-line platform designed to foster communication, coordination, sector cohesion, capacity building, collective impact, and other collaborative efforts among community-based seniors’ service (CBSS) agencies and stakeholders. Grantees are encouraged to access relevant resources and participate in training and development opportunities on CORE, including a closed [Men’s Sheds group](#) where relevant information is available and discussion forums are hosted. (see below)

Men’s Sheds Discussion Forums - All grantees are encouraged to participate in the [Men’s Shed discussion forum](#) on Healthy Aging CORE. Discussion Forums support and promote knowledge sharing and learning and mutual problem solving. To access and participate in this Forum, you must join [Healthy Aging CORE](#) (Click on “Join” button in upper right and follow instructions).

UWBC Regional Community Developers (RCDs) – UWBC RCDs working at regional levels can support Men’s Sheds by providing information and connections to other organizations and resources that may be helpful in supporting Shed development. RCDs are also available to assist with questions regarding grant applications and reporting.

Regional Consultations (RCs) and Provincial Summit on Aging - All Men's Sheds receiving project grants will be invited to participate in Regional Consultations (RC) in their areas and in the biennial Provincial Summit on Aging. These events offer a forum for connecting with others in the CBSS sector, and provide an opportunity for Men's Sheds to engage in community partnership-building activities. They can also be a venue for showcasing Men's Sheds and their activities in community.

Other UWBC Training and Learning Opportunities - Other opportunities may be organized by UWBC as the program evolves. We will seek input/suggestions for additional training and learning opportunities from Men's Sheds and MSABC and will revisit previously compiled interest areas to build the training/capacity development plan.

Men's Shed Association of BC – In addition to involvement in some of the activities outlined above, MSABC provides a variety of activities to support Men's Shed development. Grantees are encouraged to access and participate in these activities, which include: regular meetings and forums; guest speakers; a [website](#) with information, tools, and resources; Shed to Shed mentoring, and a provincial conference.



Discretionary Fund Grant Program Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1860-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Many Bays Community Band	Date of Application: 05/26/2022
Contact Name: Deberah Shears	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: A <input type="checkbox"/> Municipality: Eastshore - ...
Mailing Address: PO Box 39 2057 Riondel Rd. N. Riondel B.C. V0B 2B0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 225-3336	Email: RNDshears@aol.com

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.) *Attach supporting project documentation, organization's list of directors and their respective executive position, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by the organization's most recently approved financial statements.*

The pandemic has greatly affected community music - for the performers as well as the audience. Our Many Bays Community Band has invited the Creston Community Band to help us out for an outdoor free public concert at Crawford Bay Park on July 1, 2022, Canada Day. As our band does not have a percussionist at this time, we would like to invite a music student to play with us. This student will also have to come to a rehearsal in Boswell Memorial Hall a week before - on June 25th, 2022 from 10 am to 3 pm. We are requesting \$200 as an honorarium for this student.

Grant Application:

Total Grant Requested: \$200.00	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input checked="" type="checkbox"/> Cultural
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
Funds requested at this time:

Vancouver Foundation - Neighbourhood Small Grants - requested \$500 to provide rehearsal lunch....
Previous Discretionary Grants Received - Year and Amount: \$300 for piano accompanist - 2017?

By submitting this application for the Discretionary Fund Grant Program, I confirm I am an authorized signatory of the recipient organization and I agree to the Discretionary Fund Grant Program Recipient Obligations detailed on page two of this application.

Signed at:
2022-05-26 16:11:12

Signature

Deberah Shears

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 200.00
Board Approved Date:	Resolution #



Discretionary Fund Grant Program Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1860-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: South Kootenay Lake ArtConnect Society	Date of Application: 06/05/2022
Contact Name: Lois Wakelin	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: A <input type="checkbox"/> Municipality: Gray Creek
Mailing Address: Box 9 14729 Hwy 3A Gray Creek BC V0B 1S0	Payment Type: <input checked="" type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 227-9126	Email: loiswakelin@gmail.com

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.) *Attach supporting project documentation, organization's list of directors and their respective executive position, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by the organization's most recently approved financial statements.*

A one day (and evening) event Saturday, July 23, 2022, at Crawford Bay Park, themed 'Gathering in Gratitude', within which a selection of local musicians will perform at a centrally located outdoor venue, to provide a concert event for the community, which is diverse, entertaining, and free of charge to all. There will also be a 'sound healing' or meditation session earlier in the day.

Funds requested will be used for hard costs: Venue rental - \$120, poster printing-\$300, stage rental - \$500, Honorariums for fuel expense \$600.00, GST/PST \$120, total \$1,640.00

Grant Application:

Total Grant Requested: \$1,640.00	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input checked="" type="checkbox"/> Cultural
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
In-kind: Rentals...Sound equipment \$500, Lighting equipment \$500. Promotions/Social media/Mainstreet/Signage \$500. ...

Previous Discretionary Grants Received – Year and Amount: September, 2021 \$5000 (to assist with purchase of Harrison Church ...

By submitting this application for the Discretionary Fund Grant Program, I confirm I am an authorized signatory of the recipient organization and I agree to the Discretionary Fund Grant Program Recipient Obligations detailed on page two of this application.

Signed at:
2022-06-05 17:40:47

Signature

Lois M Wakelin

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 1,640.00
Board Approved Date:	Resolution #



Discretionary Fund Grant Program Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1860-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Canyon Community Association	Date of Application: 05/26/2022
Contact Name: Kim Banman	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: Area B <input type="checkbox"/> Municipality: Canyon
Mailing Address: P.O. Box 24 Canyon British Columbia V0B 1C0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 428-6723	Email: hemiboy2005@gmail.com

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.) *Attach supporting project documentation, organization's list of directors and their respective executive position, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by the organization's most recently approved financial statements.*

We provide Canyon, the Creston Valley and visitors with a beautiful venue to celebrate Canada's birthday. Canyon Community Association and 60 volunteers will host a pancake breakfast, children's activities, ball tournament, horseshoe/bean bag tournament, possible equine events and dunk tank fun. The requested funds will be used for food, supplies and paid labour associated with the event.

Grant Application:

Total Grant Requested: \$999.00	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Cultural
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
Town of Creston - \$500.00

Possible donation of some food and drinks yet to be determined...
Previous Discretionary Grants Received – Year and Amount: \$1,000.00 in 2018

By submitting this application for the Discretionary Fund Grant Program, I confirm I am an authorized signatory of the recipient organization and I agree to the Discretionary Fund Grant Program Recipient Obligations detailed on page two of this application.

Signed at: 2022-05-26 22:38:12	Kim Banman
Signature	Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 999.00
Board Approved Date:	Resolution #



Discretionary Fund Grant Program Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1860-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Nelson and District Chamber of Commerce	Date of Application: 06/06/2022
Contact Name: Tom Thomson	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: F <input type="checkbox"/> Municipality:
Mailing Address: 91 Baker Street Nelson BC V1L 4G8	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 352-3433	Email: tom@discovernelson.com

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.) *Attach supporting project documentation, organization's list of directors and their respective executive position, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by the organization's most recently approved financial statements.*

This is a longstanding regional free family fund day hosted and organized by the Nelson and District Chamber of Commerce. There is a 12 hour community focused day at Nelson's Lakeside Park that is attended by close to 5000 people from throughout the region. There are opening ceremonies featuring police, RCMP, Firefighters, and local politicians and dignitaries. Community groups and organizations are on site throughout the day, as well as musicians and dancers and other local artisans. The Chamber features a 4 x 8 foot cake commemorating the July 1st festivities. The day is punctuated by a fireworks display looked after by the Nelson Professional Firefighters. The past two years, the activities have been hosted through a virtual collaboration with the Capitol Theatre. Public Health Orders being lifted, the Chamber is anxious to get the activities going back in the park for families to enjoy and recognize our Canadian culture.

Grant Application:

Total Grant Requested: \$ 1000.00	Which funding criterial objective does this project meet? <input type="checkbox"/> Social <input type="checkbox"/> Economic <input checked="" type="checkbox"/> Cultural
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
City of Nelson

Heritage Canada...
Previous Discretionary Grants Received – Year and Amount: 2019 \$750.00

By submitting this application for the Discretionary Fund Grant Program, I confirm I am an authorized signatory of the recipient organization and I agree to the Discretionary Fund Grant Program Recipient Obligations detailed on page two of this application.

Signed at:
2022-06-06 10:59:52

Signature

Tom Thomson

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 1,000.00
Board Approved Date:	Resolution #



Discretionary Fund Grant Program Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1860-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Nelson Public Library	Date of Application: 06/03/2022
Contact Name: Tracey Therrien	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: F <input type="checkbox"/> Municipality: Nelson
Mailing Address: 602 Stanley Street Nelson BC V1L 2V2	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 352-8256	Email: ttherrien@nelson.ca

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.) *Attach supporting project documentation, organization's list of directors and their respective executive position, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by the organization's most recently approved financial statements.*

Supporting ongoing increasing library operational costs.

Grant Application:

Total Grant Requested: \$ 3764.00	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input checked="" type="checkbox"/> Cultural
-----------------------------------	--

Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
City of Nelson \$618,618

Area H \$68,284...
Previous Discretionary Grants Received – Year and Amount:

By submitting this application for the Discretionary Fund Grant Program, I confirm I am an authorized signatory of the recipient organization and I agree to the Discretionary Fund Grant Program Recipient Obligations detailed on page two of this application.

Signed at:
2022-06-03 12:50:31

Signature

Tracey Therrien

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 3,764.00
Board Approved Date:	Resolution #



Discretionary Fund Grant Program Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1860-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Corinne Funk	Date of Application: 05/16/2022
Contact Name: Corinne Funk	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: H <input type="checkbox"/> Municipality:
Mailing Address: PO Box 390 Slocan BC V0G 2C0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 359-7455	Email: wpopoff@rdck.bc.ca

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.) *Attach supporting project documentation, organization's list of directors and their respective executive position, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by the organization's most recently approved financial statements.*

Tipping Fees

Grant Application:

Total Grant Requested: \$ 225.00	Which funding criterial objective does this project meet? <input type="checkbox"/> Social <input checked="" type="checkbox"/> Economic <input type="checkbox"/> Cultural
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received: n/a	
Previous Discretionary Grants Received – Year and Amount: n/a	

By submitting this application for the Discretionary Fund Grant Program, I confirm I am an authorized signatory of the recipient organization and I agree to the Discretionary Fund Grant Program Recipient Obligations detailed on page two of this application.

Signed at:
2022-05-16 14:01:03

Signature

Lisa for Walter Popoff

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 225.00
Board Approved Date:	Resolution #



Discretionary Fund Grant Program Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1860-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Nelson Public Library	Date of Application: 06/02/2022
Contact Name: Tracey Therrien	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: H <input type="checkbox"/> Municipality: Nelson
Mailing Address: 602 Stanley Street Nelson British Columbia V1L 2V2	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 352-8256	Email: ttherrien@nelson.ca

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.) *Attach supporting project documentation, organization's list of directors and their respective executive position, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by the organization's most recently approved financial statements.*

Supporting ongoing increasing library operational costs.

Grant Application:

Total Grant Requested: \$ 2678	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input checked="" type="checkbox"/> Cultural
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
City of Nelson \$618,618

Area H \$68,284...
Previous Discretionary Grants Received – Year and Amount:

By submitting this application for the Discretionary Fund Grant Program, I confirm I am an authorized signatory of the recipient organization and I agree to the Discretionary Fund Grant Program Recipient Obligations detailed on page two of this application.

Signed at:
2022-06-02 15:32:49

Signature

Tracey Therrien

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 2,678.00
Board Approved Date:	Resolution #



Discretionary Fund Grant Program Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1860-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Cops for Kids Foundation	Date of Application: 06/06/2022
Contact Name: Rob Crowder	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: H <input type="checkbox"/> Municipality: Crescent Valley
Mailing Address: 4318 Poplar Ridge Rd Crescent Valley BC V0G 1H1	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 777-3564	Email: robert.crowder@gov.bc.ca

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.) *Attach supporting project documentation, organization's list of directors and their respective executive position, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by the organization's most recently approved financial statements.*

Cops For Kids is a charitable foundation that is committed to assisting children that have suffered a medical, physical or traumatic crisis in their young lives, Grants like this will be used to assist children and their families with financial needs in the Kootenay area who are in need of medical care.

Grant Application:

Total Grant Requested: \$ 1500	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input checked="" type="checkbox"/> Economic <input type="checkbox"/> Cultural
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received: I am raising money by selling raffle tickets.	
Previous Discretionary Grants Received – Year and Amount: 2017-\$1000/2018-\$1000/2019-\$1000/2020-\$1000	

By submitting this application for the Discretionary Fund Grant Program, I confirm I am an authorized signatory of the recipient organization and I agree to the Discretionary Fund Grant Program Recipient Obligations detailed on page two of this application.

Signed at:
2022-06-06 12:59:38

Signature

Rob Crowder

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 1,500
Board Approved Date:	Resolution #



Discretionary Fund Grant Program Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1860-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Pass Creek Community Hall	Date of Application: 05/14/2022
Contact Name: Paul Verigin	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: I <input type="checkbox"/> Municipality:
Mailing Address: c/o Area I Director 1657 Hwy 3A Castlegar BC V1N 4N5	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 365-7465	Email: pmverigin@shaw.ca

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.) *Attach supporting project documentation, organization's list of directors and their respective executive position, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by the organization's most recently approved financial statements.*

Provide funds to assist the Pass Creek Community Hall to offset its 2022 operational costs and loss of revenue due to COVID-19

Grant Application:

Total Grant Requested: \$ 2000.00	Which funding criterial objective does this project meet? <input type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Cultural
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:

Previous Discretionary Grants Received – Year and Amount:

By submitting this application for the Discretionary Fund Grant Program, I confirm I am an authorized signatory of the recipient organization and I agree to the Discretionary Fund Grant Program Recipient Obligations detailed on page two of this application.

Signed at:
2022-05-14 13:50:16

Signature

Paul Verigin

Print Name

Authorization

Signature of Area Director	Signed by Email	Total Grant Approved \$ 2,000.00
Board Approved Date:	Resolution #	



Discretionary Grant Application Form

Regional District of Central Kootenay

202 Lakeside Drive, Box 590, Nelson, BC V1L 5R4

Phone 250-352-6665 Fax 250-352-9300

Toll Free in BC 1-800-268-7325

File No. 1860-20-___

Applicant Information	
Name of Applicant (Organization or Society) RDCK General Admin	Date of Application 04/29/22
Mailing Address (PO Box, Street, City, Prov. Postal Code) Box 590, 202 Lakeside Dr. Nelson B.C. V1L5R4	Request for Discretionary Grant Funding from Electoral Area J Municipality
Email Phone No.	Name of Director Smith
Contact 250-352-6665	
<small>Please note: The Applicant must be able to deposit the funding payment at their domicile (not a sponsor organization's office)</small>	AMOUNT REQUESTED
Funding Payable to <input checked="" type="checkbox"/> Applicant <input type="checkbox"/> Sponsor Organization	<i>Guidelines: The primary purpose of these grants is to provide some financial assistance to local community groups and organizations for projects that provide social, economic, sporting, cultural and other benefits to our communities.</i> <i>Grants will not be provided to individuals or 'for profit' entities. Grants over \$5000 are subject to a 10% holdback.</i>
Name of Sponsor Organization	
Address of Sponsor Organization (PO Box, Street, City, Prov. Postal Code)	
Organization Overview and Description of How Discretionary Funds will be Used	
Please provide an overview of organizational programs and services offered in the community	
Funding will be used for - Discretionary Grant to cover sponsor of the food and farm guide from Area J	
<ul style="list-style-type: none"> Please attach the most recent audited financial statement and current financial statement, list of Directors, organizational chart (including full and part-time staff and community volunteers, number of members and membership fees (if applicable)). 	
Signature of Applicant 	Signature of Sponsor Organization (if required)
Authorization	
Signature of Area Director 	AMOUNT APPROVED \$ 325.50
Previous Grants Received: __2014 __2015 __2016	Cheque to be forwarded to: __ Director __ Applicant __ Sponsor Organization
	Board Date Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
 Phone 250-352-6665 Fax 250-352-9300
 Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: South Kootenay Lake Community Services Society	Date of Application: 06/02/2022
Contact Name: GORDON MACMAHON	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: A <input type="checkbox"/> Municipality: CRAWFORD BAY
Mailing Address: 16150 Walkley Road, Box 182 CRAWFORD BAY British Columbia V0B 1E0	Payment Type: <input checked="" type="checkbox"/> Electronic Fund Transfer <input type="checkbox"/> Mailed cheque
Phone #: (250) 777-7372	Email: gordmacmahon@gmail.com

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.)
 Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)

The goal of the Kootenay Lake Geothermal Project (Phase Two) is to apply rigorous geoscience methodologies and state of the art technologies, to fully characterize existing hot spring occurrences; developing a predictive model to best identify where a geothermal resource is potentially located and then most efficiently and appropriately targeted.
 The objective of Phase Two is to take available a-priori information and the to-date acquired learnings (including Phase One results) to build a well-documented case for where a geothermal resource can be captured for future commercial purposes to the economic benefit of the community and the region at large.
 Phase Two is planned to include a surface geological and geochemical assessment as well as drone-based geophysical investigations. ...

Grant Application:

Total Grant Requested: \$ 5000	Which funding critical objective does this project meet? <input type="checkbox"/> Social <input checked="" type="checkbox"/> Economic <input type="checkbox"/> Environmental
--------------------------------	---

Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
 RDCK CSLAC - \$10,000
 RDCK EDC - \$5,000

CICAN Natural Resources Internship grant - \$11,000 (funding pre-approved, now completing application)...

Previous Community Development Grants Received – Year and Amount:
 none

By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.

Signed at:
2022-06-02 17:32:35

 Signature

G MacMahon on behalf of Garry Sly

 Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 5,000.00
Board Approved Date:	Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: West Creston Community Hall Society	Date of Application: 06/08/2022
Contact Name: Maura Schadeli	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: C <input type="checkbox"/> Municipality:
Mailing Address: West Creston Creston BC V0b1g0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 428-3555	Email: mschadeli@gmail.com

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.)
Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)

Bursary

Grant Application:

Total Grant Requested: \$ 2000.00	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Environmental
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:

Previous Community Development Grants Received – Year and Amount:

By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.

Signature

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 2,000.00
---	----------------------------------

Board Approved Date:

Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Lardeau Fire Prevention Association	Date of Application: 05/15/2022
Contact Name: Rob Girard	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: D <input type="checkbox"/> Municipality: Lardeau
Mailing Address: RR1 S1 C9 602 6th Ave -Lardeau Kaslo BC VOG 1M0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 814-8366	Email: robgirard64@gmail.com

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.)
Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)

PURPOSE OF PROJECT:

The purpose of this project is to ask the Regional District of Central Kootenay to help fund our proposed Structural Sprinkler Protection Program initiative that is intended to protect the residences, structures and outbuildings of the Community of Lardeau on North Kootenay Lake. Through our local Fire Society, being the Lardeau Fire Prevention Association, we have a vision to sprinkler protect all 60 properties in our community.

BACKGROUND OF LARDEAU FIRE PREVENTION ASSOCIATION:...

Grant Application:

Total Grant Requested: \$ 5,000.00	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input checked="" type="checkbox"/> Economic <input checked="" type="checkbox"/> Environmental
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
We are currently in discussions with Columbia Basin Trust to help secure a viable, built in Lardeau Structural Sprinkler Protection Program. The following are the amounts requested along with an equipment description.

Previous Community Development Grants Received – Year and Amount:

2021-\$2000.00 Portable 1500 gallon Water Tank

By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.

RG

Signed at:
2022-05-16 00:07:48

Rob Girard

Signature

Print Name

Authorization

Signature of Area Director Signed by Email

Total Grant Approved \$ 5,000.00

Board Approved Date:

Resolution #



Community Development Grant Program Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1860-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Nelson AND District Chamber of Commerce	Date of Application: 06/06/2022
Contact Name: Tom Thomson	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: E <input type="checkbox"/> Municipality:
Mailing Address: 91 Baker Street Nelson BC V1L 4G8	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 352-3433	Email: tom@discovernelson.com

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.) *Attach supporting project documentation, organization's list of directors and their respective executive position, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by the organization's most recently approved financial statements.*

This is a longstanding regional free family fund day hosted and organized by the Nelson and District Chamber of Commerce. There is a 12 hour community focused day at Nelson's Lakeside Park that is attended by close to 5000 people from throughout the region. There are opening ceremonies featuring police, RCMP, Firefighters, and local politicians and dignitaries. Community groups and organizations are on site throughout the day, as well as musicians and dancers and other local artisans. The Chamber features a 4 x 8 foot cake commemorating the July 1st festivities. The day is punctuated by a fireworks display looked after by the Nelson Professional Firefighters. The past two years, the activities have been hosted through a virtual collaboration with the Capitol Theatre. Public Health Orders being lifted, the Chamber is anxious to get the activities going back in the park for families to enjoy and recognize our Canadian culture.

Grant Application:

Total Grant Requested: \$ 1000.00	Which funding criterial objective does this project meet? <input type="checkbox"/> Social <input type="checkbox"/> Economic <input checked="" type="checkbox"/> Cultural
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
City of Nelson

Heritage Canada...
Previous Discretionary Grants Received – Year and Amount: 2019 \$750.00

By submitting this application for the Discretionary Fund Grant Program, I confirm I am an authorized signatory of the recipient organization and I agree to the Discretionary Fund Grant Program Recipient Obligations detailed on page two of this application.

Signed at:
2022-06-06 10:42:56

Signature

Tom Thomson

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 1,000.00
Board Approved Date:	Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Capitol Theatre Restoration	Date of Application: May 20, 2022
Contact Name: Stephanie Fischer	RDCK Electoral Area/Member Municipality: <input checked="" type="checkbox"/> RDCK Electoral Area: F <input type="checkbox"/> Municipality:
Mailing Address: P.O.Box 403 Nelson, BC V1L 5R2	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: 250 352-6363	Email: capitolexecutivedirector@gmail.com

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.)
Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)

Important acquisition to help the Capitol's efficiency and financial well-being. We will purchase two POS terminals for processing Visa and Mastercard, at \$899 each, and the construction of a second sale counter, cost \$600 for materials (we have a volunteer who will build it). Over the last two years customers have moved away from cash transactions in favour of credit cards. To embrace this change, we need a POS system which will support moving from cash concession sales to cashless payment which will bring back and increase our concession revenue stream.

Grant Application:

Total Grant Requested: \$ 2,400	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input checked="" type="checkbox"/> Economic <input type="checkbox"/> Environmental
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
n/a

Previous Community Development Grants Received – Year and Amount:

2017 \$250 2018 \$1,923.25 2020 \$2,000

By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.

S. Fischer

Signature

Stephanie Fischer

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 2,400.00
Board Approved Date:	Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
 Phone 250-352-6665 Fax 250-352-9300
 Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Regional District of Central Kootenay	Date of Application: 05/25/2022
Contact Name: Marty Benson	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: Area F <input type="checkbox"/> Municipality:
Mailing Address: Box 590, 202 Lakeside Drive Nelson BC V1L 5R4	Payment Type: <input checked="" type="checkbox"/> Electronic Fund Transfer <input type="checkbox"/> Mailed cheque
Phone #: (250) 354-4386	Email: mbenson@rdck.bc.ca

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.)
 Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements.)

North Shore Hall has undergone extensive capital improvements over the past six years including a major overhaul of the main hall, kitchen and washrooms. These improvements have allowed the hall to be a highly functional community asset that is positioned to meet community need for years to come.

In order to offer even greater community opportunities for participation an audio system has been sourced. The audio system will provide high quality and flexible sound options for RDCK programs, community meetings and training, receptions and other social events. The audio system will be easy to use and will include all required components to provide immediate value to the hall.

The addition of an audio system will provide the community with affordable access to a high quality, multi-functional community space.

Grant Application:

Total Grant Requested: \$ 18,918.15	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Environmental
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
 The project is included in the 2022 S211 Financial Plan and is being funded through an Area F Community Development Grant.

Previous Community Development Grants Received – Year and Amount:

By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.

Signed at:
2022-05-25 14:56:09

Signature

Joe Chirico

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 18,918.15
Board Approved Date:	Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
 Phone 250-352-6665 Fax 250-352-9300
 Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Salmo & Area Supportive Housing	Date of Application: 06/02/2022
Contact Name: Melanie Cox	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: G <input type="checkbox"/> Municipality: Salmo
Mailing Address: 730 Railway Ave PO BOX 880 Salmo British Columbia V0G1Z0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 357-2629	Email: salmove@telus.net

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.)
 Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)

The current parking lot is unpaved. It is gravel with dips and holes. This parking lot belongs to a seniors complex. The seniors, their healthcare supports, family and visitors, community events e.g. kids visiting from local schools would all benefit from the added safety of a paved parking lot.

Our organization is looking for funding to cover a portion of the contractor's fees. We have the administrative and maintenance costs covered and are able to prepare the grounds for the contractor (Power Paving). We would be doing the paving over two years. This year 1/2 the lot, next year the other half.

Grant Application:

Total Grant Requested: \$ 3800	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Environmental
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
 Our organization - Administrative, maintenance, ground prep work - TBD
 RDCK DOT - approximately 2,500

Previous Community Development Grants Received – Year and Amount:

none

By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.

Signed at:
 2022-06-02 14:15:02

Signature

Melanie Cox

Print Name

Authorization

Signature of Area Director	Signed by Email	Total Grant Approved \$ 4,000.00
Board Approved Date:	Resolution #	



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Tarrys and District Community Hall Society	Date of Application: 05/14/2022
Contact Name: Eileen Kooznetsoff	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: Area I <input type="checkbox"/> Municipality:
Mailing Address: P.O. Box 3000 Castlegar BC V1N 3L8	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 399-4240	Email: eilkooz@hotmail.com
Project/Service Description	
<p>Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.) <i>Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)</i></p> <p>The Tarrys and District Community Hall serves diverse users in the Tarrys and extended community. Anyone living between the Brilliant Bluffs and Shoreacres Bridge is in the Tarrys Hall catchment area and is considered a member of the Hall. Due to Covid restrictions, the hall has not had many activities in the last two years, therefore our rental revenue was almost nil. The grant funding will assist the Tarrys and District Community Hall Society offset its 2022 operational costs and loss of revenue.</p>	
Grant Application:	
Total Grant Requested: \$ 2000.00	Which funding critical objective does this project meet? <input checked="" type="checkbox"/> Social <input checked="" type="checkbox"/> Economic <input type="checkbox"/> Environmental
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received: With the Covid restrictions easing, we hope that there will be an increase in rentals, thus an increase in revenue.	
Previous Community Development Grants Received – Year and Amount: 2021 - \$2000.00	
By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.	
Signed at: 2022-05-14 00:42:51	Eileen Kooznetsoff
Signature	Print Name
Authorization	
Signature of Area Director Signed by Email	Total Grant Approved \$ 2,000.00
Board Approved Date:	Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4

Phone 250-352-6665 Fax 250-352-9300

Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Union of Spiritual Communities of Christ	Date of Application: 05/16/2022
Contact Name: Fred Fominoff	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: I <input type="checkbox"/> Municipality:
Mailing Address: Brilliant Cultural Centre care of Box 760 Grand Forks British Columbia V0H1H0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (064) 741-7792	Email: fred.fominoff@gmail.com
Project/Service Description	
<p>Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.) <i>Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)</i></p> <p>The USCC Brilliant Cultural Centre hosts diverse functions and events throughout the year and serves the Castlegar & District region. This application is to provide funds to assist the Brilliant Cultural Centre (\$3000); Cultural Interpretive Centre (\$750) and Kootenay Men's Group (\$250) with the 2022 operational expenses, provide \$500 funds to the CIC for quilting materials and to help offset COVID-19 related revenue losses.</p>	
Grant Application:	
Total Grant Requested: \$ 4000	Which funding critical objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input checked="" type="checkbox"/> Environmental
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:	
Previous Community Development Grants Received – Year and Amount: Information not available.	
By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.	
Signed at: 2022-05-16 19:35:18 _____ Signature	Fred Fominoff _____ Print Name
Authorization	
Signature of Area Director Signed by Email	Total Grant Approved \$ 4,000.00
Board Approved Date:	Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
 Phone 250-352-6665 Fax 250-352-9300
 Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Cops for Kids	Date of Application: 05/23/2022
Contact Name: Ronald George	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: J <input type="checkbox"/> Municipality:
Mailing Address: 440 Columbia Ave Castlegar British Columbia V1N 1G7	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 365-7721	Email: Ronald.George@rcmp-grc.gc.ca

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.)
 Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)

Cops for Kids is a charitable foundation which assists children that have suffered a medical, physical, or traumatic crisis. Cst GEORGE is taking part in the annual Cops for Kids Charitable Bike Ride to raise funds in support of this organization. Funds raised will directly support children within the Central Kootenay Region by helping offset the cost associated to treatment, mobility and learning aids for children; which would not otherwise be covered by provincial health care.

Grant Application:

Total Grant Requested: \$ 2000.xx	Which funding critical objective does this project meet? <input checked="" type="checkbox"/> Social <input checked="" type="checkbox"/> Economic <input type="checkbox"/> Environmental
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received: Personal Fundraising from community members and business	
Previous Community Development Grants Received – Year and Amount: 2020-\$2000 / 2021-\$2000	

By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.

Signed at:
2022-05-23 07:01:10

Signature

Ronald George

Print Name

Authorization

Signature of Area Director	Total Grant Approved \$ 2000. ⁰⁰
Board Approved Date:	Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
 Phone 250-352-6665 Fax 250-352-9300
 Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: VILLAGE OF NAKUSP	Date of Application: 05/31/2022
Contact Name: Mark Tennant	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: K <input type="checkbox"/> Municipality: Nakusp
Mailing Address: 91 1ST ST NW PO BOX 280 Nakusp BC VOG 1R0	Payment Type: <input checked="" type="checkbox"/> Electronic Fund Transfer <input type="checkbox"/> Mailed cheque
Phone #: (250) 265-3689	Email: mtennant@nakusp.com

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.)
 Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)

Construction of a 5 bay covered storage building located next to the Emergency Services Building in Nakusp. The building will house trailers, vehicles, and equipment used to support emergency services in Nakusp and surrounding Area K. Two bays are for Arrow Lakes Search and Rescue, two bays are for the Nakusp and Area fire department, and one bay is for Emergency Support Services. There is currently limited storage space at the Emergency Services Building requiring some trailers and equipment to be stored offsite during winter months in order to protect them from the weather. This building will allow everything to be kept onsite and more readily available in the event of emergencies. The project budget is \$200,000. An RFP has been issued for the project with Working Hands Construction selected as the successful proponent. Construction is planned for summer/fall of 2022.

Grant Application:

Total Grant Requested: \$ 30000

Which funding criterial objective does this project meet?
 Social Economic Environmental

Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
 Village of Nakusp - \$120,000

Arrow Lakes Search and Rescue - \$50,000 (committed not yet received)

Previous Community Development Grants Received – Year and Amount:

By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.

Mark Tennant Signed at:
2022-05-31 16:21:04

Mark Tennant

Signature

Print Name

Authorization

Signature of Area Director Signed by Email Total Grant Approved \$ 30,000.00

Board Approved Date: Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Salmo & Area Supportive Housing	Date of Application: 06/02/2022
Contact Name: Melanie Cox	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: G <input type="checkbox"/> Municipality: Salmo
Mailing Address: 730 Railway Ave PO BOX 880 Salmo British Columbia V0G1Z0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 357-2629	Email: salmove@telus.net

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.)
Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)

The current parking lot is unpaved. It is gravel with dips and holes. This parking lot belongs to a seniors complex. The seniors, their healthcare supports, family and visitors, community events e.g. kids visiting from local schools would all benefit from the added safety of a paved parking lot.

Our organization is looking for funding to cover a portion of the contractor's fees. We have the administrative and maintenance costs covered and are able to prepare the grounds for the contractor (Power Paving). We would be doing the paving over two years. This year 1/2 the lot, next year the other half.

Grant Application:

Total Grant Requested: \$ 1000	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Environmental
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Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
Our organization - Administrative, maintenance, ground prep work - TBD

RDCK DOT - approximately 2,500

Previous Community Development Grants Received – Year and Amount:

none

By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.



Signed at:
2022-06-02 14:17:30

Melanie Cox

Signature

Print Name

Authorization

Signature of Area Director Signed by Email

Total Grant Approved \$ 1,000.00

Board Approved Date:

Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
Phone 250-352-6665 Fax 250-352-9300
Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Salmo Ski Club	Date of Application: 05/31/2022
Contact Name: Lisa Tedesco	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: <input type="checkbox"/> Municipality: Salmo
Mailing Address: PO Box 204 Salmo BC V0G1Z0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 505-4989	Email: skisalmo@telus.net

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.)
Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)

Current ski hill infrastructure is nearly 50 years old. While the lodge and patrol cabin have served their function well during this time, the structures are aging and are in need of upgrades. As we look to maintain and expand operations into the future we want to ensure that all our operations are as sustainable as possible.
The requested funds will be used to help cover the costs of lodge and patrol building upgrades including replacing windows and doors, new siding and insulation, & upgrading bathrooms. The funds will purchase materials and supplies and cover contractor wages.

Grant Application:

Total Grant Requested: \$ 7000	Which funding critical objective does this project meet? <input checked="" type="checkbox"/> Social <input checked="" type="checkbox"/> Economic <input type="checkbox"/> Environmental
--------------------------------	--

Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
All following funds are confirmed: \$10,000 Teck; \$5000 RDCK Area G Community Development; \$12500 Affected Areas Program RDCK Areas A & B, Trail; \$2000 Affected Areas Program RDCK Area F; \$7569 Affected Areas Program RDCK Area G; \$60000 RDCK Community Works RDCK Areas E, F, G, I & J; \$138000 CBT community development funding

Previous Community Development Grants Received – Year and Amount:
N/A

By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.

[Signature]
Signed at:
2022-05-31 23:57:22

Signature

Lisa Tedesco

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 7,000.00
Board Approved Date:	Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
 Phone 250-352-6665 Fax 250-352-9300
 Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Village of Salmo	Date of Application: 05/27/2022
Contact Name: Anne Williams	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: <input type="checkbox"/> Municipality: Salmo
Mailing Address: PO Box 1000 Salmo BC V0G 1Z0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 357-9433	Email: cao@salmo.ca

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.)
 Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)

Upgrades to the court facilities that will now house tennis, basketball and pickleball courts for the community to use.

Grant Application:

Total Grant Requested: \$21,000	Which funding critical objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Environmental
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received: Area G Columbia Basin Trust School District #8	
Previous Community Development Grants Received – Year and Amount:	

By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.

Signed at:
2022-05-27 17:32:36

Signature

Anne Williams

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 21,000.00
Board Approved Date:	Resolution #



Community Development Grant Application Form

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive, Box 590, Nelson, B.C. V1L 5R4
 Phone 250-352-6665 Fax 250-352-9300
 Toll Free in B.C. 1-800-268-7325

FILE NO. 1865-20-___

Contact Information:

Note: Applicants are encouraged to discuss their project with the applicable RDCK elected official prior to submitting their grant application.

Organization/Society Name: Village of Salmo	Date of Application: 05/27/2022
Contact Name: Anne Williams	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: <input type="checkbox"/> Municipality: Salmo
Mailing Address: PO Box 1000 Salmo BC V0G 1Z0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 357-9433	Email: cao@salmo.ca

Project/Service Description

Please provide an overview of the project and/or service and how the funds will be used. (600 characters max.)
 Attach any supporting documentation such as engineering reports, feasibility studies, and budget documents. All applicants must submit their organization's list of directors showing their respective executive positions, plus overall number of members. Grant requests exceeding \$5,000 must be accompanied by your organization's most recently approved financial statements..)

Our local pool is a valuable asset to our community and will be undergoing some very necessary upgrades.

Grant Application:

Total Grant Requested: \$ 17,000	Which funding critical objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Environmental
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received: Area G - \$20,000 Columbia Basin Trust - \$250,000	
Previous Community Development Grants Received – Year and Amount:	

By submitting this application for the Community Development Grant, I confirm I am an authorized signatory of the recipient organization and I agree to the Community Development Grant Recipient Obligations detailed on page two of this application.

Signed at:
2022-05-27 17:13:22

Signature

Anne Williams

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 17,000.00
Board Approved Date:	Resolution #



Regional District of Central Kootenay

RURAL AFFAIRS COMMITTEE MEETING

Open Meeting Minutes

Wednesday, June 15, 2022

9:00 a.m.

RDCK Board Room, 202 Lakeside Dr., Nelson, BC

COMMITTEE MEMBERS

PRESENT

Chair A. Casemore	Electoral Area C
Director G. Jackman	Electoral Area A
Director T. Wall	Electoral Area B
Director A. Watson	Electoral Area D
Director R. Faust	Electoral Area E
Director H. Cunningham	Electoral Area G
Director W. Popoff	Electoral Area H
Director A. Davidoff	Electoral Area I
Director R. Smith	Electoral Area J
Director P. Peterson	Electoral Area K

COMMITTEE MEMBERS ABSENT

Director T. Newell	Electoral Area F
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GUEST DIRECTOR

Director L. Main	Village of Silverton
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STAFF PRESENT

S. Horn	Chief Administrative Officer
S. Sudan	General Manager of Development and Community Sustainability Initiatives
N. Wight	Planning Manager
C. Gainham	Building Manager
E. Senyk	Planner
S. Johnson	Planner
C. Hopkyns	Corporate Administrative Coordinator

1. WEBEX REMOTE MEETING INFO

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote.

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m8450cfcfbbe9d59b3cea38378fec36dc>

Join by Phone:

1-844-426-4405 Canada Toll Free

+1-604-449-3026 Canada Toll (Vancouver)

Meeting Number (access code): 2452 403 8320

Meeting Password: MqqGJ6PBm23

2. CALL TO ORDER

Chair Casemore called the meeting to order at 9:07 a.m.

Moved and seconded,

And Resolved:

Director Main have freedom of the floor.

Carried

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

4. ADOPTION OF THE AGENDA

Moved and seconded,

And resolved:

The agenda for the June 15, 2022 Rural Affairs Committee meeting be adopted as circulated.

Carried

5. DELEGATIONS

Item 6.3 –Tejinder Singh

Chair Casemore informed the Committee new information was received for Item 6.3 and the Committee will recess after Item 6.2 to be given the opportunity to review the information.

6. PLANNING & BUILDING

6.1 BUILDING BYLAW CONTRAVENTION - DYCK

File No.: 3135-20-D-786.03037.100- BP023444

8567 Highway 31

(Kevin & Tanya Dyck)

Electoral Area D

The Committee Report dated April 5, 2022 from Manda McIntyre, Building/Plumbing Official, re: Building Bylaw Contravention - Dyck, has been received.

In accordance with Section 57 of the *Community Charter*, opportunity to be heard:

- Delegations was not present.
- Chris Gainham, Building Manager, the owner has signed the filing of Section 57 notice.
- Chair Casemore thanked staff and referred the recommendation to Committee for consideration.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Corporate Officer of the Regional District of Central Kootenay be directed to file a Notice with the Land Title and Survey Authority of British Columbia, stating that a resolution has been made under Section 57 of the *Community Charter* by the Regional District Board relating to land at 8567 Highway 31, Electoral Area D, legally described as LOT B, PLAN EPP14412, DISTRICT LOT 819, KOOTENAY LAND DISTRICT, and further, if an active Building permit or Building application is in place, that it be cancelled; and finally, that information respecting the resolution may be inspected at the office of the Regional District of Central Kootenay on normal working days during regular office hours.

Carried

6.2 BUILDING BYLAW CONTRAVENTION - COOPER

File No.: 3135-20-K-710.03048.200-(No BP)

7955 Highway 6

(Ronald W Cooper)

Electoral Area K

The Committee Report dated March 16, 2022 from Graeme Wood, Building/Plumbing Official, re: Building Bylaw Contravention - Cooper, has been received.

In accordance with Section 57 of the *Community Charter*, opportunity to be heard:

- Delegations was not present.

- Chris Gainham, Building Manager, the owner has verbally approved to the Notice on Title.
- Chair Casemore thanked staff and referred the recommendation to Committee for consideration.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Corporate Officer of the Regional District of Central Kootenay be directed to file a Notice with the Land Title and Survey Authority of British Columbia, stating that a resolution has been made under Section 57 of the *Community Charter* by the Regional District Board relating to land at 7955 Highway 6, Electoral Area K, legally described as LOT 1, PLAN NEP62377, DISTRICT LOT 9158, KOOTENAY LAND DISTRICT MANUFACTURED HOME REG. # B112L7, and further, if an active Building permit or Building application is in place, that it be cancelled; and finally, that information respecting the resolution may be inspected at the office of the Regional District of Central Kootenay on normal working days during regular office hours.

Carried

**RECESS/
RECONVENE**

The meeting recessed at 9:11 a.m. to give the Committee an opportunity to review the newly submitted information for Item 6.3 - Development Variance Permit - Smagh and reconvened at 9:16 a.m.

**6.3 DEVELOPMENT VARIANCE PERMIT - SMAGH
File No.: V2113B-02542.000-SMAGH-DVP000219
3020 Erickson Road
(J&B Smagh Orchards Ltd.)
Electoral Area B**

The Committee Report dated June 2, 2022 from Stephanie Johnson, Planner, re: Development Variance Permit - Smagh, has been received.

Stephanie Johnson, Planner, provided the Committee with an update regarding the application, she indicated she recently met with Director Wall and the applicant. They discussed options of add screening or buffers to the property, with the installation of lattice panels to partially screen the open areas and cedar shrubs to block the view of the building. Staff propose this be included as a condition prior to the issuance of this permit. Stephanie provide a brief overview regarding the new information submitted from neighbours in support of the application.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board APPROVE the issuance of Development Variance Permit V2113B-02542.000 to J&B Smagh Orchards Ltd., Inc. No. BC1030396 for the property located at 3020 Erickson Road, Electoral Area B and legally described as BLOCK 13, PLAN NEP730A, DISTRICT LOT 812, KOOTENAY LAND DISTRICT PARCEL 1, EXCEPT PLAN SRW 13512, SEE REF PL 36260I OF PCL B SEE 6107I, MANUFACTURED HOME REG. # 87199. (PID: 006-219-446) to vary sub-section 16.17 of Electoral Area 'B' Comprehensive Land Use Bylaw No. 2316, 2013 as follows:

1. reduce the minimum side setback for the east and southern lots lines from 2.5 metres to 1.5 metres to permit the existing unauthorized agricultural building;

and that as a condition of the Development Variance Permit V2113B-02542.000 all outstanding water requirements be satisfied with the Regional District of Central Kootenay's Water Services division;

AND FURTHER, that Development Variance Permit V2113B-02542.000 be issued upon compliance with the above mentioned condition.

Carried

6.4 TEMPORARY USE PERMIT - KAZDA

File No.: T2201B

1335 Airport Road

(Peter Kazda)

Electoral Area B

The Committee Report dated May 26, 2022 from Eileen Senyk, Planner, re: Temporary Use Permit - Kazda, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board direct staff to provide notification of the Board's intention to consider Temporary Use Permit T2201B application by Peter & Lenka Kazda for the property located at 1335 Airport Road, Electoral Area B and legally described as LOT 2, PLAN EPP18797, TOWNSHIP 7, SECTION 12, KOOTENAY LAND DISTRICT (PID 028-937-601) at the next available opportunity.

Carried

6.5 NON-ADHERING RESIDENTIAL USE IN THE AGRICULTURAL LAND RESERVE – SHUKIN

File No.: A2201C

1427 Duck Lake Road

(Kenneth Shukin)**Electoral Area C**

The Committee Report dated June 2, 2022 from Eileen Senyk, Planner, re: Non-Adhering Residential Use in the Agricultural Land Reserve, has been received.

Moved and seconded,

And resolved:

That the Board SUPPORT application A2201C for the purposes of a Non-Adhering Residential Use in the ALR proposed by Ken Shukin for property located at 1427 Duck Lake Road, Electoral Area C and legally described as LOT 13, DISTRICT LOT 15150, PLAN NEP2765, KOOTENAY LAND DISTRICT (PID: 015-087-310).

Carried

7. ENVIRONMENTAL SERVICES**7.1 COMMUNITY WORKS FUNDS APPLICATION - BALFOUR COMMUNITY HALL FACILITY ACCESS UPGRADE PROJECT**

File No.: 1850-20-CW-267

Balfour Community Hall Facility Access Upgrade Project - Community Works Funds Application

Electoral Area E

The Committee Report dated May 31, 2022 from Tanji Zumpano, Water Services Liaison, re: Community Works Funds Application - Balfour Community Hall Facility Access Upgrade Project, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That the Community Works Fund application submitted by the Balfour Recreation Commission for the Balfour Community Hall Facility Access Upgrade in the total amount of \$11,000 be approved and that the funds be disbursed from Community Works Funds allocated to Electoral Area E; SUBJECT TO submission of the RDCK building permit application.

Carried

7.2 COMMUNITY WORKS FUND APPLICATION – YMIR FIRE HALL INFRASTRUCTURE UPGRADE PROJECT

File No.: 1850-20-CW-266

**Community Works Fund Application - Ymir Fire Hall Infrastructure Upgrade Project
Electoral Area G**

The Committee Report dated May 30, 2022 from Tanji Zumpano, Water Services Liaison,

re: Community Works Fund Application - Ymir Fire Hall Infrastructure Upgrade Project, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That the RDCK Community Works Fund application submitted for the Ymir Fire Hall Infrastructure Upgrade Project in the total amount of \$81,200 be approved and that the funds be disbursed from Area G Community Works Funds and allocated to Fire Protection – Fire Protection Defined G Ymir - Service 136.

Carried

7.3 COMMUNITY WORKS FUND APPLICATION – YMIR WATER SYSTEM CONTROL & SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) UPGRADE PROJECT
File No.: 1850-20-CW-268 Community Works Fund Application - Ymir Water System Control & SCADA Upgrade Project

Electoral Area G

The Committee Report dated May 30, 2022 from Tanji Zumpano, Water Services Liaison, re: Community Works Fund Application - Ymir Water System Control & Supervisory Control And Data Acquisition (SCADA) Upgrade Project, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That the RDCK Community Works Fund application submitted for the Ymir Water System Control & Supervisory Control and Data Acquisition (SCADA) Upgrade Project in the total amount of \$60,000 be approved and that the funds be disbursed from Area G Community Works Funds and allocated to Water Utility – Area G – Service 244.

Carried

7.4 COMMUNITY WORKS FUND APPLICATION – CASTLEGAR & DISTRICT COMMUNITY COMPLEX SENIORS CENTRE ROOF TOP UNIT (RTU) UPGRADE PROJECT
File No.: 1850-20-CW-269
Community Works Fund Application - Castlegar & District Community Complex Seniors Centre RTU Upgrade Project

Electoral Areas I & J

The Committee Report dated May 30, 2022 from Tanji Zumpano, Water Services Liaison, re: Community Works Fund Application - Castlegar & District Community Complex Seniors Centre Roof Top Unit (RTU) Upgrade Project, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That the RDCK Community Works Fund application submitted for the Castlegar & District Community Complex Seniors Centre Roof Top Unit (RTU) Upgrade Project in the total amount of \$50,000 be approved and that the funds be disbursed from the following Community Works Funds and allocated to Arena (Castlegar Complex) – Castlegar and Areas I and J - Service S222:

Electoral Area I in the amount of \$25,000;

Electoral Area J in the amount of \$25,000.

Carried

7.5 INFRASTRUCTURE PLANNING GRANT APPLICATION – SOUTH CANYON IMPROVEMENT DISTRICT - GROUND WATER FEASIBILITY STUDY
File No.: 1845-20-IPG INFRASTRUCTURE PLANNING GRANT
Infrastructure Planning Grant Application – South Canyon ID - Groundwater Feasibility Study

Electoral Area B

The Committee Report dated May 24, 2022 from Todd Johnston, Environmental Services Coordinator, re: Infrastructure Planning Grant Application – South Canyon Improvement District – Groundwater Feasibility Study, has been received.

Moved and seconded,

And resolved that it be recommended to the Board:

That Staff be directed to submit an Infrastructure Planning Grant Program application on behalf of the South Canyon Improvement District Water System for the Hydrogeological Services: Groundwater Development Feasibility Study, South Canyon Improvement District (SCID), near Creston. B.C. for consideration during the July 2022 intake. If the application is not immediately successful, it will be automatically resubmitted for consideration in the next intake ending in December 2022.

Carried

7.6 FOR INFORMATION: WILDSAFEBC ANNUAL REPORT

File No.: 12-6240-20

WildSafeBC Annual Report

Nelson, Castlegar, Kaslo, Nakusp, Silverton & Electoral Areas D, E, F, K & H

The Committee Report dated May 2, 2022 from Todd Johnston, Environmental Services Coordinator, re: WildSafeBC Annual Report, has been received.

The Committee discussed the WildSafeBC report and requested WildSafeBC be invited to attend as a Rural Affairs Committee delegation to provide an update later in the year.

8. RURAL ADMINISTRATION

8.1 FOR INFORMATION: IN-PERSON MEETING LOCATION FOR HYBRID MEETING MODEL

The following location has been determined to hold the in-person meetings for the Rural Affairs Committee:

Location Name: RDCK Nelson Head Office – Boardroom

Location Address: 202 Lakeside Drive

The facility listed above will be able to accommodate the remote requirements for the meeting.

9. PUBLIC TIME

The Chair will call for questions from the public and members of the media at 9:42 a.m.
No public or media.

10. ADJOURNMENT

Moved and seconded,
And resolved:

The meeting be adjourned at 9:43 a.m.

Carried

Digitally approved by

Adam Casemore, Chair

Digitally signed by

Christine Hopkyns, Meeting Coordinator