



Regional District of Central Kootenay
REGULAR BOARD MEETING
Open Meeting Revised

Date: Thursday, November 17, 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=m1a46d5b8d6fc8fd158acf25415d90813>

Join by Phone:

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

Meeting Number (access code): 2455 961 8787

Meeting Password: ixNjg7z2Hx4

In-Person Location:

Boardroom
202 Lakeside Drive
Nelson, BC

2. WELCOME

Chief Administrative Officer Horn assumes the chair at ____ a.m.

3. SWEARING-IN CEREMONY

Mike Morrison, RDCK Corporate Officer, will preside.

3.1. Oath of Office: Electoral Area Directors

Electoral Area A	Garry Jackman
Electoral Area B	Roger Tierney
Electoral Area C	Kelly Vandenberghe
Electoral Area D	Aimee Watson
Electoral Area E	Cheryl Graham
Electoral Area F	Tom Newell
Electoral Area G	Hans Cunningham
Electoral Area H	Walter Popoff
Electoral Area I	Andy Davidoff
Electoral Area J	Henny Hanegraaf
Electoral Area K	Teresa Weatherhead

3.2. Oath of Office: Municipal Directors

City of Castlegar	Maria McFaddin
Town of Creston	Arnold Deboon
Village of Kaslo	Suzan Hewat
Village of Nakusp	Aidan McLaren-Caux
City of Nelson	Keith Page
Village of New Denver	Leonard Casley
Village of Salmo	Diana Lockwood
Village of Silverton	Colin Ferguson
Village of Slocan	Jessica Lunn

4. ELECTIONS

4.1. Election of the RDCK Board Chair

- 1. Call for Nominations (3 Times)**
- 2. Opportunity for Candidates to Address the Board**
Two minutes per address.
- 3. Vote by Secret Ballot (will include Electronic Voting RDCK Procedure Bylaw No. 2576, 2019)**
- 4. Declaration of Elected or Acclaimed RDCK Board Chair**
- 5. Destroy Ballots**

RECOMMENDATION:

(ALL VOTE)

That the ballots used in the election of the RDCK Board Chair be destroyed.

4.2. Election of the RDCK Board Vice-Chair

- 1. Call for Nominations (3 Times)**
- 2. Opportunity for Candidates to Address the Board**
Two minutes per address.

3. **Vote by Secret Ballot (Electronic Voting RDCK Procedure Bylaw No. 2576, 2019)**
4. **Declaration of Elected or Acclaimed RDCK Board Vice-Chair**
5. **Destroy Ballots**

RECOMMENDATION:

(ALL VOTE)

That the ballots used in the election of the RDCK Board Vice-Chair be destroyed.

5. CHAIR'S ADDRESS

6. VICE-CHAIR'S ADDRESS

7. INTERMISSION: OFFICIAL BOARD PHOTOGRAPH

8. COMMENCEMENT OF REGULAR BOARD MEETING

The RDCK Board Chair assumes the chair.

8.1. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

8.2. *ADOPTION OF THE AGENDA*

RECOMMENDATION:

(ALL VOTE)

The agenda for the November 17, 2022 Regular Open Board meeting be adopted with the inclusions of the following:

- Item 10.4.4 Federation of Canadian Municipalities (FCM): RDCK Representative;
- Item 10.5.2.6 Columbia Basin Trust October Update;
- Item 11.9 Email from the Nasookin Improvement District;
- Item 14.2.5 2023 Wildfire Mitigation and FireSmart Program; and
- with the addition of the addendum

before circulation.

8.3. ADOPTION OF THE MINUTES

23 - 39

RECOMMENDATION:

(ALL VOTE)

The minutes from the October 13, 2022 Regular Open Board meeting be adopted as circulated.

8.4. INTRODUCTIONS

CAO Horn will introduce the following new staff:

- Dan Zayac, new position Regional Training Officer;
- Patrick Thrift, Project Management, replacing Shari Imada; and
- Eileen Senyk, Water Services Liaison replacing Tanji Zumpano.

9. BUSINESS ARISING OUT OF THE MINUTES

9.1. External Appointments Policy

40 - 44

Board Meeting - October 13, 2022

RES 629/22 - Refer Policy 100-01-19 External Appointments Policy to the November 17, 2022 Board Meeting.

RECOMMENDATION:

(ALL VOTE)

That the Board adopt Policy No. 100-01-19 Appointments to External Organizations.

9.2. Director Newell: BC Transit Issues

Staff will provide the Transit Report at the December 8, 2022 Board meeting.

RECOMMENDATION:

(ALL VOTE)

That the following motion **BE REFERRED** to the December 8, 2022 Board meeting:

That the Board Chair send a letter to the appropriate agencies outlining the Boards concerns regarding the cancelled BC Transit routes.

10. COMMITTEES & COMMISSIONS

10.1. FOR INFORMATION

10.1.1. Nelson and District Recreation Commission No. 5: Letter of Support - Kootenay Climbing Association

45 - 46

10.1.2. Riondel Commission of Management: minutes October 4, 2022

47 - 52

10.1.3. Creston Valley Services Committee: minutes October 4, 2022

53 - 56

10.1.4. Area E Advisory Planning and Heritage Commission: minutes October 13, 2022

57 - 60

Staff has received the recommendation from the meeting.

- 10.1.5. **Area C Advisory Planning and Heritage Commission: minutes October 17, 2022** 61 - 62
Staff has received the recommendation from the meeting.
- 10.1.6. **Creston Valley Agricultural Advisory Commission: minutes October 18, 2022** 63 - 67
Staff has received the recommendations from the meeting.
- 10.1.7. **Emergency Program Executive Committee: minutes October 18, 2022** 68 - 70
- 10.1.8. **Area D Advisory Planning and Heritage Commission: minutes October 31, 2022** 71 - 74
- 10.1.9. **Area E Advisory Planning and Heritage Commission: minutes October 31, 2022** 75 - 78
Staff received the recommendation from the meeting.
- 10.1.10. **Area A Economic Development Commission: minutes November 2, 2022** 79 - 82
- 10.1.11. **Rosebery Parklands and Trails Commission: minutes November 3, 2022** 83 - 85

10.2. WITH RECOMMENDATIONS

- 10.2.1. **Riondel Commission of Management: minutes November 1, 2022** 86 - 91

RECOMMENDATION:

(ALL VOTE)

1. That the Board appoint the following individual to the Riondel Commission of Management for a term to end December 31, 2024:

Jim Donald (Riondel)

And further, the Board send a letter to outgoing member Bill Wallace thanking him for his service.

RECOMMENDATION:

(ALL VOTE)

2. That the Board support the East Shore Shed Group's efforts to install an efficient heat source for their workspace in the Riondel Community Centre basement.

- 10.2.2. **Recreation Commission No. 10 - Portion of Area E: minutes October 27, 2022** 92 - 95

RECOMMENDATION:

(ALL VOTE)

1. That the Board appoint the following individual to the Recreation Commission No. 10 - Portion of Area E for a term to end December 31, 2024:

Margaret Grey (Balfour & District Business & Historical Association);

AND FURTHER, that the Board send a letter to outgoing member Lisa Norris thanking her for her service.

RECOMMENDATION:

(ALL VOTE)

2. That the Board approve payment of the following grants from the 2022 budget for Recreation Commission No. 10 - Area E Service S279:

Balfour Recreation Commission	\$926
Balfour Senior Citizens Association Branch No. 120	\$1,109
Nelson Reflections Artistic Swimming	\$1,000
Procter Community Society	\$1,000
Redfish Elementary School Parent Advisory Committee	\$1,500

10.2.3. Water Services Committee: minutes November 2, 2022

96 - 105

RECOMMENDATION:

(PO WGT)

1. That the Board direct staff in 2023 to draft a Board Policy for Regional District water systems non-profit rates for consideration by the Water Services Committee and the Board.

RECOMMENDATION:

(PO WGT)

2. That the Board recommend that the Water Services Committee staff create procedures, criteria and approval process for non-profit rates for the Balfour Water System for the 2023 budget year.

RECOMMENDATION:

(ALL VOTE)

3. That the *Regional District of Central Kootenay Drainage Bylaw No. 2870, 2022* be read a first and second time by content.

RECOMMENDATION:

(PO WGT)

4. That the Board direct Staff to draft a Memorandum of Understanding with the Ministry of Transportation and Infrastructure to establish the infrastructure and associated map of RDCK owned assets within the Riondel Drainage service area for consideration by the Board.

10.3. MEMBERSHIP

10.3.1. Recreation Commission No. 4 - Nakusp and Area K

RECOMMENDATION:

(ALL VOTE)

That the Board send a letter to outgoing member Kate Lario thanking her for her service to the Recreation Commission No. 4 - Nakusp and Area K.

10.3.2. Sanca Park Water Commission - Portion of Area A

RECOMMENDATION:

(ALL VOTE)

That the Board appoint the following individuals to the Sanca Park Water Commission effective January 1, 2023:

Melissa Izon
Peter Cartwright
John Van Der Heide

10.3.3. Area I Advisory Planning and Heritage Commission

RECOMMENDATION:

(ALL VOTE)

That the Board appoint the following individuals to the Area I Advisory Planning and Heritage Commission for the term to end December 31, 2026:

Kelly Poznikoff
Brian Bebelman
Andy Ozeroff

10.3.4. City of Castlegar Appointments: RDCK Director and Castlegar and District Recreation Commission

106

RECOMMENDATION:

(ALL VOTE)

1. That the recommendation from the City of Castlegar appointing Mayor Maria McFaddin as the RDCK Board Director and Councillor Brian Bogle as the RDCK Board Alternate Director

for the four-year term ending November 30, 2026 be ratified.

RECOMMENDATION:

(ALL VOTE)

2. That the recommendation from the City of Castlegar appointing the following to the Castlegar and District Recreation Commission for the four-year term ending November 30, 2026:

Mayor Maria McFaddin (Regional District appointee)
Councillor Susan Heaton-Sherstobitoff (Castlegar Council)
Councillor Brian Bogle (Castlegar Council)

be ratified.

10.3.5. Town of Creston: RDCK Directors, Commissions and Committees

107 - 108

RECOMMENDATION:

(ALL VOTE)

1. That the recommendation from the Town of Creston appointing Mayor Arnold DeBoon as the RDCK Board Director and Councillor Jim Elford as the RDCK Board Alternate Director be ratified.

RECOMMENDATION:

(ALL VOTE)

2. That the recommendation from the Town of Creston appointing Mayor Arnold DeBoon as the representative and Councillor Jim Elford as the alternate to the Creston Valley Services Committee be ratified.

RECOMMENDATION:

(ALL VOTE)

3. That the recommendation from the Town of Creston appointing Mayor Arnold DeBoon as the representative and Councillor Anthony Mondia as the alternate to the Joint and East Resource Recovery Committees be ratified.

RECOMMENDATION:

(ALL VOTE)

4. That the recommendation from the Town of Creston appointing Councillor Jim Elford as the representative and Councillor Anthony Mondia as the alternate to the Arrow Creek Water Treatment and Supply Commission be ratified.

10.3.6. Village of Kaslo Appointments: RDCK Director

109

RECOMMENDATION:

(ALL VOTE)

That the recommendation from the Village of Kaslo appointing Mayor Suzan Hewat as the RDCK Board Director and Councillor Rob Lang as the RDCK Board Alternate Director be ratified.

10.3.7. Village of Nakusp: RDCK Director

110

RECOMMENDATION:

(ALL VOTE)

That the recommendation from the Village of Nakusp appointing Councillor Aidan McLauren-Caux as the RDCK Board Director and Mayor Thomas Zeleznik as the RDCK Board Alternate Director be ratified.

10.3.8. City of Nelson: RDCK Director

111

RECOMMENDATION:

(ALL VOTE)

That the recommendation from the City of Nelson appointing Councillor Keith Page as the RDCK Board Director and Councillor Rik Logtenberg as the RDCK Board Alternate Director be ratified.

10.3.9. Village of New Denver: RDCK Director and Commissions

112 - 119

RECOMMENDATION:

(ALL VOTE)

1. That the recommendation from the Village of New Denver appointing Mayor Leonard Casley as the RDCK Board Director and Councillor John Fyke as the RDCK Board Alternate Director be ratified.

RECOMMENDATION:

(ALL VOTE)

2. That the recommendation from the Village of New Denver appointing Councillor Casey Law as the Council representative for the Recreation Commission No. 6 - Area H, New Denver and Silverton be ratified.

RECOMMENDATION:

(ALL VOTE)

3. That the recommendation from the Village of New Denver appointing Councillor Casey Law as the representative for the Rosebery Parklands and Trails Commission be ratified.

RECOMMENDATION:

(ALL VOTE)

4. That the recommendation from the Village of New Denver appointing Councillor Casey Law as the representative for the New Denver, Silverton, Slocan and Area H Economic Development Commission be ratified.

10.3.10. Village of Salmo: RDCK Director

120

RECOMMENDATION:

(ALL VOTE)

That the recommendation from the Village of Salmo appointing Mayor Diana Lockwood as the RDCK Board Director and Councillor Todd Wallace as the RDCK Board Alternate Director be ratified.

10.3.11. Village of Silverton: RDCK Director

121

RECOMMENDATION:

(ALL VOTE)

That the recommendation from the Village of Silverton appointing Mayor Colin Ferguson as the RDCK Board Director and Councillor Brian Mills as the RDCK Board Alternate Director be ratified.

10.3.12. Village of Slocan: RDCK Director

122 - 123

RECOMMENDATION:

(ALL VOTE)

That the recommendation from the Village of Slocan appointing Mayor Jessica Lunn as the RDCK Board Director and Councillor Ezra Buller as the RDCK Board Alternate Director be ratified.

10.4. 2023 APPOINTMENTS: EXTERNAL COMMITTEES

10.4.1. Castlegar & District Public Library

RECOMMENDATION:

(ALL VOTE)

That the Board appoint the following person as the Electoral Area I representative to the Castlegar & District Public Library Board for a term to end December 31, 2024:

Terry Gerling

10.4.2. Columbia Basin Trust: RDCK Director Nomination

124 - 128

Current member:

RECOMMENDATION:
(ALL VOTE)

That the Board forward the following nominations to Columbia Basin Trust (CBT) to be considered for the RDCK representative position on the CBT Board of Directors for a term to expire December 31, 2025:

10.4.3. Economic Trust of the Southern Interior BC (ETSI formerly known as SIDIT)

129 - 135

Current members:

Walter Popoff
Diana Lockwood
Tanya Wall

RECOMMENDATION:

That the Board appoints the following Directors to the Economic Trust of the Southern Interior BC with a term expiring December 31, 2024, with stipend and usual expenses to be paid from the General Administration Service S100:

_____ (municipal)

10.4.4. Federation of Canadian Municipalities (FCM): RDCK Representative

RECOMMENDATION:
(ALL VOTE)

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;

WHEREAS eight (8) Directors representing British Columbia, consisting of: one (1) nominee selected by its Affiliate Member (Union of British Columbia Municipalities); and seven (7)

nominees selected by the Accredited Representatives of its Municipal Members, provided that at least two (2) nominees shall hold municipal office in two (2) of its three (3) largest (by population) Municipal Members; and

WHEREAS the Regional District of Central Kootenay values the role Councillor Main has played as a member of the FCM Board of Directors;

THEREFORE BE IT RESOLVED that the Regional District of Central Kootenay confirm its endorsement of Councillor Leah Main to serve on FCM's Board of Directors for the period starting in November 2022 and ending in June 2023; and

FURTHER IT BE RESOLVED THAT the Regional District of Central Kootenay assumes all costs associated with Councillor Main attending FCM's Board of Directors meetings.

10.5. DIRECTORS' REPORTS

10.5.1. Director Jackman

- | | | |
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| 10.5.1.1. | Columbia Basin Regional Advisory Committee and Regional Connectivity Committee | 136 |
| 10.5.1.2. | Letter of Support: Connecting Communities BC Fund | 137 - 138 |
| 10.5.1.3. | Letter of Support: East Shore Trail and Bike Association | 139 |

10.5.2. Director Watson

- | | | |
|-----------|--|-----------|
| 10.5.2.1. | Electoral Area D: Update | 140 - 144 |
| 10.5.2.2. | Caribou Program Update | 145 - 162 |
| 10.5.2.3. | Columbia Basin Trust: Board Highlights | 163 |
| 10.5.2.4. | Columbia River Treaty Monthly Update: September and October 2022 | 164 - 340 |
| 10.5.2.5. | Columbia River Treaty Negotiations | 341 - 342 |
| 10.5.2.6. | <i>Columbia Basin Trust: October Update</i> | 343 |

- | | | |
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| 10.5.3. | Director Walter Popoff: Letter of Support - Connecting Communities BC Fund | 344 |
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- | | | |
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| 10.5.4. | Director Davidoff: Regional Innovation Chair in Regional | 345 - 346 |
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Economic Development - September Summary

11. COMMUNICATIONS

- | | | |
|-------|---|-----------|
| 11.1. | The letter dated September 19, 2022 from Ambrose Yung, Youth Parliament of BC Alumni Society, encouraging youth to participate in the 94th Parliamentary Session in December. | 347 - 351 |
| 11.2. | The letter dated October 3, 2022 from Laurey-Anne Roodenburg, UBCM, advising the RDCK of the first Community Works Fund payment for the fiscal 2022/2023 in the amount of \$707,296.33. | 352 |
| 11.3. | The letter dated October 13, 2022 from Minister Nathan Cullen, Ministry of Municipal Affairs, providing the 2021 census impact on the Regional District of Central Kootenay voting. | 353 - 355 |
| 11.4. | The email dated October 20, 2022 from KWASt-en-ayu, Indigenous Insight, providing information regarding Indigenous Cultural Awareness training. | 356 - 361 |
| 11.5. | The letter dated October 20, 2022 from Minister Lana Popham, Ministry of Agriculture and Food, thanking the RDCK form meeting to discuss cannabis opportunities within the region. | 362 - 363 |
| 11.6. | The email dated October 31, 2022 from Peggy Skelton, BC Rural Health Network (BCRHN), thanking Leanne Heppell for engaging with BCRHN. | 364 - 365 |
| 11.7. | The email dated October 31, 2022 from Minister Mitzi Dean, Ministry of Children and Family Development, declaring that November will be recognized as Adoption Awareness Month. | 366 - 367 |
| 11.8. | The email dated November 4, 2022 from Minister George Heyman, Ministry of Environment and Climate Change Strategy, following up with the RDCK after meeting regarding recycling regulations and ICI recycling at the 2022 UBCM Convention | 368 - 369 |
| 11.9. | <i>The email dated November 10, 2022 from Shirley Boyes, providing correspondence to the RDCK regarding the Nasookin Improvement District.</i> | |

12. ACCOUNTS PAYABLE

370 - 386

RECOMMENDATION:

(ALL VOTE)

The Accounts Payable Summary for October, 2022 in the amount of \$3,308,943 be approved.

13. BYLAWS

- 13.1. Bylaw 2859 and 2860: Kootenay Columbia Rivers Official Community Plan and RDCK Zoning Amendment (Area J - Tassone)
Board Meeting - October 13, 2022
RES 638/22**

387 - 404

That Kootenay Columbia Rivers Official Community Plan Amendment Bylaw No. 2859, 2022 being a bylaw to amend Kootenay Columbia Rivers Official Community Plan Bylaw No. 1157, 1996 are hereby given FIRST and SECOND reading by content and referred to a PUBLIC HEARING.

RES 639/22

That Regional District of Central Kootenay Zoning Amendment Bylaw No. 2860, 2022 being a bylaw to amend the Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004 are hereby given FIRST and SECOND reading by content and referred to a PUBLIC HEARING.

The Rural Affairs Committee Report dated September 29, 2022 from Eileen Senyk, Planner, requesting Board consider an application for land use bylaw amendments in Area J (Tassone), has been received for information.

RECOMMENDATION:
(ALL VOTE)

That in accordance with *Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015*, Electoral Area J Director Henny Hanegraff is hereby delegated the authority to chair the Public Hearing on behalf of the Regional District Board.

14. NEW BUSINESS

14.1. COMMUNITY SERVICES

- 14.1.1. Letter of Agreement: Men's Sheds Project Grant 2022-2023**

405 - 412

The Letter of Agreement for the Men's Sheds Project Grant 2022-2023, has been received.

RECOMMENDATION:
(ALL VOTE WGT)

That the Board approve the RDCK entering into a Letter of Agreement with United Way B.C. for a heating system in the Riondel Community Centre for the period of November 1, 2022 to April 30, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents; AND FURTHER, that staff be authorized to amend the existing agreement between RDCK and the Kootenay Lake East Shore Men's Shed Society to enable the basement heating project to proceed.

14.1.2. RDCK Community Services Recreation Facilities Vending Services

413 - 415

The Board Report dated November 2, 2022 from Ryan Ricalton, Facility Manager, seeking Board approval to award the Community Services Recreation Facilities Vending services request for proposal, has been received.

RECOMMENDATION:

(ALL VOTE WGT)

That the Board approve the RDCK entering into a vending agreement with Fraser Valley Vending for RDCK Recreation Facility Vending Services for a period of 3 years with the option to renew for an additional 2 years, and that the Chair and Corporate Officer be authorised to sign the necessary documents; AND FURTHER, that the revenue be credited to Arena (Castlegar Complex) - Castlegar and Areas I and J Service S222, Recreation Facility - Creston and Areas A, B and C Service S224, and Recreation Facility - Nelson and Areas F and Defined E Service S226 according to the level of sales in those service areas.

14.2. DEVELOPMENT AND COMMUNITY SUSTAINABILITY

14.2.1. Agreements: Active Transportation Corridor Feasibility

416 - 451

The Board Report dated November 3, 2022 from Stephanie Johnson, Planner, seeking Board approval to enter into two agreements related to a feasibility study for the proposed active transportation corridor between Nelson and Castlegar, has been received.

RECOMMENDATION:

(ALL VOTE WGT)

1. That the Board approve the RDCK enter into a Permanent Public Transit Program – Active Transportation Fund Agreement with the Government of Canada for the Castlegar - Nelson Active Transportation Corridor Vision project with the end date of August 31, 2024, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

RECOMMENDATION:

(ALL VOTE WGT)

2. That the Board approve the RDCK enter into a Grant Funding Agreement with the West Kootenay Cycling Coalition for the Castlegar - Nelson Active Transportation Corridor Vision project with the end date of July 31, 2024, and that the Chair and Corporate Officer be authorized to sign the necessary documents subject to execution of the funding agreement with the Government of Canada for the same project.

14.2.2. UBCM Community Emergency Preparedness Fund (CEPF) Application

452 - 473

The Board Report dated October 25, 2022 from Chris Johnson, Manager of Community Sustainability, seeking Board approval to apply for the CEPF, has been received.

RECOMMENDATION:

(ALL VOTE WGT)

That the Board approve the application to the UBCM Community Emergency Preparedness Fund (CEPF) Disaster Risk Reduction-Climate Adaptation stream for \$278,124.37 to:

- a) characterize what the RDCK considers acceptable or safe when developing in areas exposed to geotechnical hazards (\$130,000); and
- b) make an application on behalf of the diking authorities along the Kootenay River in the Creston Valley for prioritizing and designing dike repair work (\$148,124.37);

AND FURTHER, that these costs be included in the 2023 Financial Plan in Emergency Consolidated Services A101 – Emergency Program subject to successful application;

AND FURTHER, that staff be directed to hire consultants to complete the projects subject to successful application.

14.2.3. Senior Energy Specialist Work Plan 2022-2024

474 - 497

The Board Report dated November 3, 2022 from Chris Johnson, Manager of Community Sustainability, seeking Board approval to enter into an agreement with Fortis BC for the Senior Energy Specialist position, has been received.

RECOMMENDATION:

(ALL VOTE WGT)

That the Board approve the RDCK enter into the Senior Energy Specialist Funding Agreement with FortisBC to fund the Senior Energy Specialist (SES) position for the period of 2 years (2022-2024), and that the Chair and Corporate Officer be authorized to sign the necessary documents.

14.2.4. Agreement: Canadian Red Cross for Emergency Support Services

498 - 500

The Board Report dated October 13, 2022 from Jon Jackson, Emergency Program Coordinator, informing the Board of the current agreement with Canadian Red Cross Society for level 1 Emergency Support Services, has been received.

RECOMMENDATION:

(ALL VOTE)

That the Board direct staff to not renew the Emergency Support Service Level 1 agreement with the Canadian Red Cross Society due to expire on December 31, 2022.

14.2.5. 2023 Wildfire Mitigation and FireSmart Program

501 - 519

The Board Report dated November 3, 2022 from Angela French, Wildfire Mitigation Supervisor, providing and update to the Board on the Wildfire Mitigation and FireSmart Program, has been received.

RECOMMENDATION:
(ALL VOTE WGT)

That the Board direct staff to apply to the 2023 UBCM Community Resiliency Investment Program intake to coordinate and manage grant funding within the RDCK in order to operate the Wildfire Mitigation and FireSmart Program in 2023;

AND FURTHER, that the Board commit \$20,000 from the 2023 S101 Rural Administration budget to the 2023 Wildfire Mitigation and FireSmart Program;

AND FURTHER, that the Board endorse the application made to the 2023 Columbia Basin Trust Wildfire Resiliency Initiative intake to manage and administer grand funding for the GIS Lightship Consultant Position for the Regional Roundtable and all funds be managed through Emergency Consolidated Services A101.

14.3. ENVIRONMENTAL SERVICES

14.3.1. Extended Producer Responsibility Five-Year Action Plan 2021-2026

520 - 533

The email date October 21, 2022 from the Extended Producer Responsibility group providing an overview of the products to be added to the Recycling Regulation, has been received.

The Advancing Recycling in B.C. - Extended Producer Responsibility Five-Year Action Plan 2021-2026 from the Ministry of Environment and Climate Change Strategy, has been received.

NOTE: The DRAFT letter regarding the Extended Producer Responsibility Five-Year Action Plan 2021-2026, has been received.

RECOMMENDATION:
(ALL VOTE)

That the Board send a letter to Bob McDonald, Director - Extended Producer Responsibility, providing feedback on the Extended Producer Responsibility Five-Year Plan 2021-2026.

14.4. FINANCE & ADMINISTRATION

14.4.1. Election Results

- 14.4.1.1. For Information: 2022 General Local Election: Official Results** 534 - 538
The declaration of official results from the 2022 General Local Election, has been received for information.
- 14.4.1.2. For Information: 2022 General Local Election: Acclamation** 539
The declaration of Election of Acclamation, has been received for information.
- 14.4.1.3. 2022 Assent Voting: RDCK Local Conservation Fund Service Establishment Amendment (Area H) Bylaw No. 2811, 2022** 540 - 545
The declaration of official assent voting results for the October 15, 2022 RDCK Local Conservation Fund Service Establishment Amendment (Area H) Bylaw No. 2811, 2022, has been received.

The Regional District of Central Kootenay Local Conservation Fund Service Establishment Amendment (Area H) Bylaw No. 2811, 2022, has been received.

The Local Conservation Fund Parcel Tax Amendment (Area H) Bylaw No. 2837, 2022, has been received.

RECOMMENDATION:

(ALL VOTE)

1. That the *Regional District of Central Kootenay Local Conservation Fund Service Establishment Amendment (Area H) Bylaw No. 2811, 2022* be ADOPTED and the Chair and Corporate Officer be authorized to sign the same.

RECOMMENDATION:

(ALL VOTE)

2. That the *Local Conservation Fund Parcel Tax Amendment (Area H) Bylaw No. 2837, 2022* be read a FIRST, SECOND, and THIRD time by content.

RECOMMENDATION:

(ALL VOTE)

3. That the *Local Conservation Fund Parcel Tax Amendment (Area H) Bylaw No. 2837, 2022* be ADOPTED

and the Chair and Corporate Officer be authorized to sign the same.

14.4.2. Remuneration: RDCK Directors' Orientation

Stuart Horn will provide a verbal report regarding the options for remuneration for the RDCK Directors' Orientation.

14.4.3. Creston Valley Tourism Society (CVTS)

546 - 575

RECOMMENDATION:
(ALL VOTE WGT)

That the Board send a letter of support to the Creston Tourism Society for its application to the 2023-2024 stream of Destination BCs Co-op Marketing Partnership Program; AND FURTHER, that financial support for the grant application in the amount of \$22,000 be paid from the 2022 Budget for Economic Development – Town of Creston, Areas B and C Service S108 to the Creston Tourism Society, which is subject to repayment to the RDCK should the grant application not be successful.

14.4.4. For Information: RDCK Quarterly Report (Q3)

576 - 612

The Board Report dated November 3, 2022 from Mike Morrison, Manager of Corporate Administration, providing background on the quarterly report, has been received for information.

14.5. GRANTS

14.5.1. Discretionary

613 - 627

RECOMMENDATION:
(ALL VOTE)

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

Area A

Creston Valley Quilters Guild	Hall Rental Expenses	\$750
Riondel Boat Club	Riondel Marina West Wall Replacement	\$4,647
Creston Valley Ministerial Association	Christmas Hampers	\$1,000

Area B

Creston Valley Ministerial Association	Christmas Hampers	\$1,000
Ktunaxa Kinbasket Child	Christmas Hampers for	\$2,000

and Family Services Society	Community	
Kitchener Valley Recreation and Fire Protection Society	Christmas Events	\$1,500 - ADDED
Area C		
Creston Valley Ministerial Association	Christmas Hampers	\$1,000
Area E		
Nelson Skating Club	West Kootenay Invitational	\$200.
Area F		
Nelson Skating Club	West Kootenay Invitational	\$500
Nelson Circus Performers Association	Flow Jamz	\$500
Area G		
Salmo Child Care Society	Fencing Cost – Yard Expansion	\$4,999.99
Salmo Emergency Support Services Team	Salmo ESS Development	\$800
Area H		
Nelson Skating Club	West Kootenay Invitational	\$200
Area I		
Ministry of Forests	Goose Creek Snowmobile	\$500
Area J		
Ootischenia Fire Department Social Club	Christmas Social	\$3,000 - ADDED

14.5.2. Community Development

628 - 638

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	Let's Get Down to Business - Women's Networking Event	\$3,375
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Area B

Canyon Community Association	Christmas Event	\$1,000 - ADDED
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Area E

RDCK Recreation	Recreation 10 2022	\$20,000
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Commission No. 10	Funding	
Procter Community Society	Procter Hall Warming/Cooling Centre	\$7,500
<u>Area H</u>		
Slocan Park Community Hall Society	Slocan Park Seniors Program	\$5,000
WE Graham Community Services Society	Holiday Hampers	\$4,000
Slocan Valley Snowmobile Association	Trail Groomer Snowcat Purchase	\$5,000
<u>Area I</u>		
Kinnaird Park Community Church	International Cultural Festival - Castlegar Refugee Project	\$606.31
<u>Kaslo</u>		
Kaslo Racquet Club	KRC Facility Upgrade	\$10,000
<u>Slocan Village</u>		
Slocan – Legion Security	Legion Hall	\$600
Slocan – Saturday Market	Saturday Market	\$2,000

14.6. CHAIR/CAO REPORTS

639 - 641

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

15. DIRECTORS' MOTIONS

15.1. Director Popoff: Application Extension Southeastern BC Regional Connectivity Committee

RECOMMENDATION:

(ALL VOTE)

That the Board write a letter of support for Southeastern BC Regional Connectivity Committee requesting an extension from December 15, 2022 to February 6, 2023 for the Connect Communities BC program application.

15.2. Director Cunningham: RDCK October Board Meeting - Elections

Director Cunningham request a discussion on amending the RDCK Procedure Bylaw to include on election years the October Board meeting be held after the General Local Election.

RECOMMENDATION:

(ALL VOTE)

That the Board direct staff to prepare an amendment to the RDCK Procedure Bylaw No. 2756, 2022 to have the October Board meeting after the General Local Election during election years.

16. PUBLIC TIME

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

17. IN CAMERA

17.1. 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.

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:

- (c)labour relations or other employee relations;
- (g) litigation or potential litigation affecting the municipality;
- (i)the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act;
- (n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2);

17.2. 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.

18. MATTERS ARISING FROM IN CAMERA MEETING

19. ADJOURNMENT

RECOMMENDATION:

(ALL VOTE)

That the meeting adjourn at ___ p.m.



Regional District of Central Kootenay

REGULAR BOARD MEETING

Open Meeting Minutes

The **tenth** meeting of the Board of the Regional District of Central Kootenay in 2022 was held on Thursday, October 13, 2022, at 9:00 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	In-Person
Director G. Jackman	Electoral Area A	In-Person
Director T. Wall	Electoral Area B	In-Person
Director A. Casemore	Electoral Area C	In-Person
Director R. Faust	Electoral Area E	In-Person
Director T. Newell	Electoral Area F	
Director H. Cunningham	Electoral Area G	In-Person
Director W. Popoff	Electoral Area H	In-Person
Director A. Davidoff	Electoral Area I	
Director R. Smith	Electoral Area J	In-Person
Director P. Peterson	Electoral Area K	In-Person
Director D. Rye	City of Castlegar	In-Person
Director J. Comer	Town of Creston	In-Person
Director S. Hewat	Village of Kaslo	In-Person
Director J. Hughes	Village of Nakusp	In-Person
Director K. Page	City of Nelson	In-Person
Director C. Moss	Village of New Denver	In-Person
Director D. Lockwood	Village of Salmo	In-Person
Director L. Main	Village of Silverton	In-Person
Director J. Lunn	Village of Slocan	

DIRECTOR ABSENT

Director J. Morrison	City of Nelson
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STAFF PRESENT

S. Horn	Chief Administrative Officer
Y. Malloff	Chief Financial Officer
M. Morrison	Corporate Officer
J. Chirico	General Manager of Community Services
S. Sudan	General Manager of Development & Community Sustainability Services
U. Wolf	General Manager of Environmental Services
N. Wight	Planning Manager
C. Gainham	Building Services Manager
Corey Scott	Planner
E. Senyk	Planner
G. Hume	Regional Deputy Fire Chief
T. Fehst	Regional Deputy Fire Chief
D. Elliott	Communications Coordinator
M. Nakonechny	Local Government Intern
A. Lund	Deputy Corporate Officer

B. Wetter
C. Hopkyns

Receptionist
Corporate Administration 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 (hybrid model).

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=mdb4cdf26751c985b511d7d02cb4c6b7>

Join by Phone:

1-844-426-4405 Canada Toll Free

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

Meeting Number (access code): 2460 936 0834

Meeting Password: zAMjg7RfP27

In-Person Location:

Nelson Office - 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

Moved and seconded,

And Resolved:

596/22

The agenda for the October 13, 2022 Regular Open Board meeting be adopted with the following:

- inclusion of Item 7.3.2 Directors IT Infrastructure
- inclusion of Item 7.6 Fire Services;
- inclusion of Item 7.6.1 UBCM Community Emergency Preparedness Fund; and
- the addition of the addendum

before circulation.

Carried

2.3 ADOPTION OF THE MINUTES

Moved and seconded,

And Resolved:

597/22

The minutes from the September 22, 2022 Regular Open Board meeting be adopted as circulated.

Carried

2.4 INTRODUCTIONS

Stuart Horn introduced the following new staff:

- Chenoa Mclean, GIS Technician, joining us as a full time employee on a two year term.

3. COMMITTEES & COMMISSIONS**3.1 FOR INFORMATION**

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

3.1.1 Area A Economic Development Commission: minutes September 7, 2022

3.1.2 Sanca Park Water Commission: minutes September 12, 2022

3.1.3 Electoral Area J Advisory Planning and Heritage Commission: minutes September 14, 2022

3.1.4 West Kootenay Transit Committee: minutes September 20, 2022

3.1.5 Electoral Area D Advisory Planning and Heritage Commission: minutes September 22, 2022

3.1.6 Kaslo and Area D Economic Development Commission: October 3, 2022

3.1.7 Balfour Water Service Community Water Advisory Committee: October 6, 2022

3.2 WITH RECOMMENDATIONS

3.2.1 All Recreation Committee: minutes September 28, 2022

Moved and seconded,

And Resolved:

598/22

That staff be directed to organise an orientation meeting for the Campbell Field Project/Feasibility Study in January 2023 to determine next steps and who is interested in continuing to work on a regionally significant project.

Carried

Moved and seconded,

And Resolved:

599/22

That the Board approve making the two year (2021-2023) term full time Community Services Communications Engagement Lead position into a permanent full time position as of October 13, 2022 based upon the September 2022 position evaluation.

Carried

Moved and seconded,

And Resolved:

600/22

That RDCK Community Services expands the External Support Worker process to include all programs for participants aged 18 and under and for all drop in services across RDCK recreation facilities, AND FURTHER; that the RDCK completes an evaluation of the process at the end of 2022 to amend as necessary.

Carried

Moved and seconded,

And Resolved:

601/22

That staff be directed to investigate language for rental agreements of RDCK Recreational Facilities to ensure that groups have a bullying and harassment policy or documentation.

Carried**3.2.2 Castlegar & District Recreation Commission Meeting: October 4, 2022**

Moved and seconded,
And Resolved:

602/22

That the Board approve the RDCK entering into the Facility User Agreement with The Castlegar Hockey Society (Castlegar Rebels) for period ending March 31, 2026, and that the Chair Corporate Officer be authorized to sign the necessary documents.

Carried**3.2.3 Community Sustainable Living Advisory Committee: October 11, 2022**

Moved and seconded,
And Resolved:

603/22

That the Board direct staff to submit an application to the Basin Charge up Program to purchase an electric vehicle for RDCK general fleet;

AND FURTHER, that the Regional District of Central Kootenay contribute up to \$20,000 of matching funding from the Local Government Climate Action Program Service S100 in order to leverage \$55,500 in external funding;

AND FURTHER, that the Board direct staff to sign the West Coast Electric Fleets Pledge to take actions to expand the use and purchase of zero-emission vehicles with a goal of 10% of the new vehicle purchases in the RDCK fleet be zero-emission vehicles.

Carried**3.2.4 Joint Resource Recovery Committee: minutes October 12, 2022**

Moved and seconded,
And Resolved:

604/22

That the Board approve the RDCK enter into a Goods and Services Agreement with Akokli Construction for the snow removal and maintenance services at the Boswell Transfer Station and Recycling Depot and Crawford Bay Transfer Station and Recycling Depot for a three period commencing November 1, 2022 with an option to renew the Agreement for two (2) x one (1) year terms, for an estimated value of \$149,625 (excluding GST), and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Service S186 East Resource Recovery and Service A116 East Resource Recovery Recycling.

Carried

Moved and seconded,
And Resolved:

605/22

That the Board approve the RDCK enter into a Goods and Services Agreement with Brenton Industries for the snow removal and maintenance services at the Kaslo Transfer Station and Recycling Depot and Marblehead Transfer Station and Recycling Depot for a three year period commencing November 1, 2022 with an option to renew the Agreement for two (2) x one (1) year terms, for an

estimated value of \$110,880 (excluding GST), and that the Chair and Corporate Officer be authorized to sign the necessary document;

AND FURTHER, that the costs be paid from Service S187 Central Resource Recovery and Service A117 Central Resource Recovery Recycling.

Carried

Moved and seconded,
And Resolved:

606/22

That the Board approve the RDCK enter into a Goods and Services Agreement with Kline Motors for the snow removal services at the Grohman Narrows Transfer Station and Recycling Depot and Nelson Lakeside Recycling Depot for a three year period commencing November 1, 2022 with an option to renew the Agreement for two (2) x one (1) year terms, for an estimated value of \$120,015 (excluding GST), and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Service S187 Central Resource Recovery and Service A117 Central Resource Recovery Recycling.

Carried

Moved and seconded,
And Resolved:

607/22

That the Board approve the RDCK enter into a Goods and Services Agreement with 1022117 Alberta Ltd. o/a Dynamic Landscaping & Renos for the snow removal services at the Central Transfer Station, Ymir Transfer Station, Crescent Valley Recycling Depot and Winlaw Recycling Depot for a three year period commencing November 1, 2022 with an option to renew the Agreement for two (2) x one (1) year terms, for an estimated value of \$59,535 (excluding GST), to be paid from Service S187 Central Resource Recovery and \$87,098 be paid from Service A118 West Resource Recovery Recycling;

AND FURTHER, that the Chair and Corporate Officer be authorized to sign the necessary documents.

Carried

Moved and seconded,
And Resolved:

608/22

The Board direct staff to negotiate and complete a month-to-month Goods and Service Agreement with Goat Mountain Enterprises for snow removal services at the Rosebery Transfer Station and New Denver Recycling Depot until a new contract is in place;

AND FURTHER, that the Board direct Staff to issue a new procurement for these services.

Carried

Moved and seconded,
And Resolved:

609/22

That the Board direct staff to engage with the Ministry of Transportation of Infrastructure regarding all transfer station access points and ensuring adequate snow removal maintenance;

AND FURTHER, that should it require Board support it be brought back to the Board.

Carried

Moved and seconded,
And Resolved:

610/22

The Board direct staff to inform municipalities and contractors that due to inflation, the RDCK will be reviewing all rates and we anticipate a potential 10% increase in tipping fees for 2023.

Carried

3.3 MEMBERSHIP

3.3.1 Sanca Park Water Commission

Moved and seconded,
And Resolved:

611/22

That the Board appoint the following individual to the Sanca Park Water Commission effective January 1, 2023:

Mike Thompson

Carried

Moved and seconded,
And Resolved:

612/22

That Item 3.4 Directors' Reports be postponed to after Item 10 Public Time, with Item 4 Communications considered at this

Carried

4. COMMUNICATIONS

4.1 The email dated September 17, 2022 from Anne Verkerk concerning Monticola Forest Ltd. logging at Mountain Station.

4.2 The email dated September 21, 2022 from Ministry of Municipal Affairs regarding the RDCK grant application to the Infrastructure Planning Grant Program.

4.3 The email dated September 23, 2022 from Andre Piver regarding climate action strategy.

4.4 The email dated September 27, 2022 from Mitzi Dean, Minister of Children and Family Development, regarding Foster Family Month.

4.5 The email dated October 4, 2022 from Peggy Skelton, BC Rural Health Network regarding rural healthcare.

Director Moss provided an overview to the Board regarding the BC Rural Health Network and rural healthcare. He shared that BC Rural Health Network now has chartable status and are looking for rural community members to join.

5. ACCOUNTS PAYABLE

Moved and seconded,
And Resolved:

613/22

The Accounts Payable Summary for September 2022 in the amount of \$4,068,616 be approved.

Carried

6. BYLAWS

6.1 Bylaw 2788: Regional District of Central Kootenay Zoning Amendment Bylaw No. 1675, 2004 (Area J) - Haines

Moved and seconded,
And Resolved:

614/22

That *Regional District of Central Kootenay Zoning Amendment Bylaw No.2788, 2021* being a bylaw to amend the *Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004* is hereby ADOPTED, and that the Chair and Corporate Officer be authorize to sign the same.

Carried

6.2 Bylaw 2856 - Land Use Amendment (Area G) - Anderson

The Board Report dated September 30, 2022 from Eileen Senyk, Planner, seeking Board approval for the Land Use Bylaw Amendment, Anderson, has been received.

Moved and seconded,
And Resolved:

615/22

That *Salmo River Valley Electoral Area 'G' Land Use Amendment Bylaw No. 2856, 2022* being a bylaw to amend the *Salmo River Valley Electoral Area 'G' Land Use Bylaw No. 2452, 2018* is hereby given THIRD reading by content.

Carried

Moved and seconded,
And Resolved:

616/22

That the consideration of adoption BE WITHHELD for *Salmo River Valley Electoral Area 'G' Land Use Amendment Bylaw No. 2856, 2022* being a bylaw to amend the *Salmo River Valley Electoral Area 'G' Land Use Bylaw No. 2452, 2018* until the following items have been obtained:

- i. Approval from the Ministry of Transportation pursuant to Section 52(3)(a) of the *Transportation Act (Controlled Access)*.

Carried

6.3 Bylaw 2864 - Recreation Commission No. 4 Service Establishment Bylaw

Moved and seconded,
And Resolved:

617/22

That the Nakusp and Electoral Area K (Rec. #4) Recreational Program Amendment Bylaw No. 2864, 2022 be read a FIRST, SECOND, and THIRD time by content.

Carried

6.4 Bylaw 2866 - Permissive Tax Exemption

The letter from Lois Wakelin, South Kootenay Lake ArtConnect Society, re: Permissive Exemption of property taxes, has been received.

Moved and seconded,
And Resolved:

618/22 That the Board direct staff to include South Kootenay Lake ArtConnect Society 16074 Crawford Creek Road in Electoral Area A on the Permissive Tax Exemption bylaw for 2023.

Carried

Moved and seconded,
And Resolved:

619/22 That the Permissive Tax Exemption Bylaw No. 2866, 2022 be read a FIRST, SECOND, and THIRD time by content.

Carried

Passed with a 2/3 majority vote.

Moved and seconded, motions
And Resolved:

620/22 That the Permissive Tax Exemption Bylaw No. 2866, 2022 be ADOPTED and the Chair and Corporate Officer be authorized to sign the same.

Carried

Passed with a 2/3 majority vote.

7. NEW BUSINESS

7.1 COMMUNITY SERVICES

7.1.1 Creston & District Community Complex East Stair Canopy – Contract Award

The Board Report dated October 11, 2022 from Jeannine Bradley, Project Manager, re: Creston & District Community Complex East Stair Canopy – Contract Award, has been received.

Moved and seconded,
And Resolved:

621/22 That the Board direct staff to award the contract for the Creston & District Community Complex (CDCC) East Stair Canopy to Stoic Construction Management Inc; and that the Chair and Corporate Officer be authorized to sign the necessary documents to a maximum value of \$118,783.20 plus GST; AND FURTHER, that the cost be included in the 2022 Financial Plan for Service S224 Recreation Facility-Creston and Areas B, C and defined Area A.

Carried

7.1.2 Salmo Swimming Pool Mechanical Upgrades – Contract Award

The Board Report dated September 21, 2022 from AJ Evenson, Senior Project Manager, regarding requesting the contract for the Salmo Swimming Pool Mechanical Upgrades, has been received.

Joe Chirico, General Manager of Community Services, provided an overview to the Board regarding the Salmo Swimming Pool mechanical upgrades contract award.

Moved and seconded,
And Resolved:

622/22 That the Board award the contract for Salmo Swimming Pool Mechanical Upgrades to KB Plumbing and Heating Ltd; and that the Chair and Corporate

Officer be authorized to sign the necessary documents to a maximum value of \$76,436.00 plus GST; AND FURTHER, that the cost be included in the 2022-2026 Financial Plan for Service S225 Swimming Pool-Salmo And Area G

Carried

7.2 DEVELOPMENT AND COMMUNITY SUSTAINABILITY

7.2.1 Agriculture Policy Review (Electoral Areas A, B and C)

The Board Report dated September 29, 2022 from Stephanie Johnson, Planner, seeking Board adoption of land use amendments pertaining to agriculture to the Comprehensive Land Use Bylaws for Electoral Areas A, B and C, has been received.

Moved and seconded,

And Resolved:

623/22

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 ADOPTED, and that the Chair and Corporate Officer be authorized to sign the same.

Carried

Director Comer recorded opposed.

Moved and seconded,

And Resolved:

624/22

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 ADOPTED, and that the Chair and Corporate Officer be authorized to sign the same.

Carried

Director Comer recorded opposed.

Moved and seconded,

And Resolved:

625/22

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 ADOPTED, and that the Chair and Corporate Officer be authorized to sign the same.

Carried

Director Comer recorded opposed.

7.2.2 FOR INFORMATION: Wildfire Development Permit Area Project – Engagement Summary (All Electoral Areas)

The Board Report dated September 29, 2022 from Corey Scott, Planner, presenting to the Board the Engagement Summary Report for the Wildfire Development Permit Area Project, has been received.

The presentation dated October 13, 2022 from Urban Systems, re: Wildfire Development Permit Area Engagement - What We Heard, has been received.

Jaime McEwan and Sierra Kasper-Mormer from Urban Systems presented to the Board regarding the Wildfire Development Permit Area Engagement. Mr. McEwan shared the purpose of the engagement was to gain a better understanding of the level of support for implementing a Wildfire Development Permit Area. He reviewed the engagement opportunities provided, such as surveys, virtual workshops and Advisory Planning and Heritage Commission interviews. To conclude, Ms. Kasper-Mormer summarized the results and the key themes of the survey.

**RECESS/
RECONVENE**

The meeting recessed at 10:19 a.m. for a break and reconvened at 10:30 a.m.

7.2.3 Building Bylaw Amendment (Electoral Areas A to K, Villages of Nakusp, Salmo, New Denver, Slocan, Silverton and Kaslo)

The Board Report dated September 23, 2022 from Chris Gainham, Building Manager, seeking approval amend the Building Bylaw No. 2200, 2010, has been received.

CAO Horn shared that the amendments to building bylaw will improve the application process. The recommended changes are to remove and replace the Building Permit Application Form - Form A and to remove and replace the Owner Representative Authorization Form - Form B.

Staff answered the Board's for questions.

The Board requested an amendment to the forms, with the addition of the following:

Incomplete Permit applications will not be accepted or reviewed until a complete application is received.

Moved and seconded,
And Resolved:

626/22

That the *Building Amendment Bylaw No. 2869, 2022* being a bylaw to amend *Building Bylaw 2200, 2010* is hereby given FIRST and SECOND READING as amended.

Carried

Moved and seconded,
And Resolved:

627/22

That the *Building Amendment Bylaw No. 2869, 2022* being a bylaw to amend *Building Bylaw 2200, 2010* is hereby given THIRD READING as amended.

Carried

Moved and seconded,
And Resolved:

628/22

That the *Building Amendment Bylaw No. 2869, 2022* being a bylaw to amend *Building Bylaw 2200, 2010* is hereby ADOPTED; AND FURTHER that the Chair and Corporate Officer be authorized to sign the same.

Carried

7.3 FINANCE & ADMINISTRATION

7.3.1 External Appointments Policy

The Board Report dated July 28, 2022 from Micah Nakonechny, Local Government Intern, re: Draft: Appointments to external organizations policy, has been received for information.

The Board discussed the External Appointments Policy and recommend referral to the November 17, 2022 Board meeting to allow directors the opportunity to provide input to staff. Staff requested directors input be submitted by November 3, 2022.

Moved and seconded,
And Resolved:

629/22

That the following motion **BE REFERRED** to the November 17, 2022 Board meeting:

That the Board adopt Policy Number 100-01-19 Appointments to External Organizations.

Carried**7.3.2 Directors IT Infrastructure**

Staff are requesting direction from the Board on Directors IT Infrastructure.

For the previous, term the Board past the following resolution:

521/17 That the devices provided to the Directors by the RDCK in 2017 to be used for RDCK business be returned upon completion of the Director's elected term, and this issue be reviewed in January 2019 regarding the next election term.

Moved and seconded,
MOTION ONLY

That the devices provided to the Directors by the RDCK for the full four year term be given to the outgoing director.

Moved and seconded,
And Resolved:

AMENDMENT TO THE MOTION

630/22

That the foregoing motion being:

That the devices provided to the Directors by the RDCK for the full four year term be given to the outgoing director;

Be amended to include "2018 – 2022 term" and include "that staff prepare a policy identifying the direction of Directors' IT Infrastructure", thus reading:

*That the devices provided to the Directors by the RDCK for the **2018 -2022 term** be kept by the outgoing Directors **and that staff prepare a policy identifying the direction on Directors' IT Infrastructure.***

Carried

Moved and seconded,
And Resolved:

MAIN MOTION

631/22 That the devices provided to the Directors by the RDCK for the 2018 -2022 term be kept by the outgoing Directors and that staff prepare a policy identifying the direction of Directors' IT Infrastructure.

Carried

7.4 GRANTS

7.4.1 Discretionary

Moved and seconded,
 And Resolved:

632/22 Discretionary grants out of the funds available for the following Electoral Areas/Member Municipalities be approved as designated:

Area A

East Shore Trail and Bike Association	Annual Special Risk and D&O Insurance	\$1,730
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Area F

Selkirk Concert Society	Five Concert Series	\$1,000
Corazon Vocal Ensemble	Fall Youth Choir Retreat	\$400

Carried

7.4.2 Community Development

Moved and seconded,
 And Resolved:

633/22 Community Development grants out of the funds available for the following Electoral Areas/Member Municipalities be approved as designated:

Area H

RDCK Service 104 – Planning	Area H Mailer – Balance	\$2,248.11
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Area K

Arrow Lakes Caribou Society	Central Selkirk Caribou Maternity Pen	\$5,000
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Carried

7.5 CHAIR/CAO REPORTS

CAO Horn provided an overview to the Board regarding the IT department's upcoming changes to online services to expand to the two-factor authentication (2FA) system.

Chair Watson provided an overview to the Board regarding the Selous Creek Tour, which demonstrated what interface fire management looks like. She also shared information regarding a debrief meeting with Emergency Services regarding the Biggs Creek fire.

ORDER OF AGENDA CHANGED The Order of Business was changed to address public time, with Item 10. Public Time considered at this time.

10. PUBLIC TIME

The Chair recognized the following outgoing Directors for their commitment to their communities:

- Directors Ramona Faust – Term 2008 – 2022;
- Rick Smith – Term 2014 - 2022;

- Paul Peterson—Term 2002 - 2022;
- Jen Comer – Term 2020 - 2022; and
- Joseph Hughes – Term 2018 - 2022.

The Chair called for questions from the public and members of the media at 11:41 a.m.

Media asked a question regarding the Community Sustainable Living Advisory Committee (CSLAC) recommendation regarding Regional Active and Low Carbon Transportation not being on the Board agenda.

The Chair shared that the item was a direction to staff and is going back to CSLAC.

Media requested information regarding the Krestova Park.

The Chair indicated that if there is information, it would be shared.

A member of the public asked a question regarding a recreation bylaw.

Staff indicated the bylaw is being review by other bodies and then will come to Board.

ORDER OF AGENDA Item 7.6 Fire Services, was considered at this time.

RESUME

7.6 FIRE SERVICES

7.6.1 UBCM Community Emergency Preparedness Fund

The Board Report dated October 12, 2022 from Grant Hume, Acting Regional Fire Chief, to seek approval from the Board for staff to apply to the UBCM Community Emergency Preparedness Fund, has been received.

CAO Horn provided the Board with an overview of Fire Services request to apply for the 2022 UBCM Community Emergency Preparedness Fund.

Moved and seconded,

MOTION ONLY

That the Board direct staff to apply to the October, 2022 UBCM Community Emergency Preparedness Fund intake for Volunteer and Composite Fire Departments, with a \$30,000 per fire hall grant application totalling \$480,000 for each of Robson, Ootischenia, Tarrys, Pass Creek, Crescent Valley, Passmore, Winlaw, Slocan, Beasley, Blewett, Ymir, Yahk Kingsgate, Riondel, North Shore, Balfour Harrop and Kaslo fire departments;

And FURTHER, that if successful the grant funding to be allocated Service S101 Rural Administration Fire Services budget, and that staff proceed with the hiring of three, one year, full time training positions, contract training and the construction of training props.

Moved and seconded,

And Resolved:

AMENDMENT TO THE MOTION

634/22

That the foregoing motion being:

That the Board direct staff to apply to the October, 2022 UBCM Community Emergency Preparedness Fund intake for Volunteer and Composite Fire Departments, with a \$30,000 per fire hall grant application totalling \$480,000 for each of Robson, Ootischenia, Tarrys, Pass Creek, Crescent

Valley, Passmore, Winlaw, Slocan, Beasley, Blewett, Ymir, Yahk Kingsgate, Riondel, North Shore, Balfour Harrop and Kaslo fire departments;

And FURTHER, that if successful the grant funding to be allocated S101 Rural Administration Fire Services budget, and that staff proceed with the hiring of three, one year, full time training positions, contract training and the construction of training props.

Be amended to removing “three, one year, full time” after “hiring of”, thus reading:

That the Board direct staff to apply to the October, 2022 UBCM Community Emergency Preparedness Fund intake for Volunteer and Composite Fire Departments, with a \$30,000 per fire hall grant application totalling \$480,000 for each of Robson, Ootischenia, Tarrys, Pass Creek, Crescent Valley, Passmore, Winlaw, Slocan, Beasley, Blewett, Ymir, Yahk Kingsgate, Riondel, North Shore, Balfour Harrop and Kaslo fire departments;

And FURTHER, that if successful the grant funding to be allocated S101 Rural Administration Fire Services budget, and that staff proceed with the hiring of training positions, contract training and the construction of training props.

Carried

Moved and seconded,
And Resolved:

MAIN MOTION

635/22

That the Board direct staff to apply to the October, 2022 UBCM Community Emergency Preparedness Fund intake for Volunteer and Composite Fire Departments, with a \$30,000 per fire hall grant application totalling \$480,000 for each of Robson, Ootischenia, Tarrys, Pass Creek, Crescent Valley, Passmore, Winlaw, Slocan, Beasley, Blewett, Ymir, Yahk Kingsgate, Riondel, North Shore, Balfour Harrop and Kaslo fire departments;

And FURTHER, that if successful the grant funding to be allocated S101 Rural Administration Fire Services budget, and that staff proceed with the hiring of training positions, contract training and the construction of training props.

Carried

**RECESS/
RECONVENE**

The meeting recessed at 12:01 p.m. for a break and reconvened at 1:00 p.m.

8. RURAL AFFAIRS COMMITTEE

Moved and seconded,
And Resolved:

636/22

That the Board APPROVE the issuance of a Development Permit V2209C to Robert and Ana Bohn for the property located at 1401 Evans Road, Electoral Area C and legally described as LOT 10, DISTRICT LOT 1005, KOOTENAY DISTRICT PLAN 14651 (PID 010-386-360) with the following Development Variance under Section 19.9 of West Creston, *Electoral Area 'C' Comprehensive Land Use Bylaw No. 2317, 2013*: FROM 200 square metres maximum gross floor area TO 223 square metres maximum gross floor area.

Carried

Moved and seconded,
And Resolved:

637/22 That the Board APPROVE a Site Specific Exemption to reduce the required Flood Construction Level for the Arrow Reservoir from 443.5 metres above mean sea level GSC datum, to 442.5 metres above mean sea level GSC datum in accordance with the Engineering Report prepared by Mike Walsh for property located at 5386 Broadwater Road, Electoral Area J and legally described as STRATA LOT 3, DISTRICT LOT 4599, KOOTENAY DISTRICT STRATA PLAN EPS370, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V (PID 028-683-625) SUBJECT to registration by Jeremy Lodge of a restrictive covenant under Section 219 of the *Land Title Act* and Section 56 of the *Community Charter* in favour of the Regional District of Central Kootenay.

Carried

Moved and seconded,
And Resolved:

638/22 That *Kootenay Columbia Rivers Official Community Plan Amendment Bylaw No. 2859, 2022* being a bylaw to amend *Kootenay Columbia Rivers Official Community Plan Bylaw No. 1157, 1996* are hereby given FIRST and SECOND reading by content and referred to a PUBLIC HEARING.

Carried

Moved and seconded,
And Resolved:

639/22 That *Regional District of Central Kootenay Zoning Amendment Bylaw No. 2860, 2022* being a bylaw to amend the *Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004* are hereby given FIRST and SECOND reading by content and referred to a PUBLIC HEARING.

Carried

Moved and seconded,
And Resolved:

640/22 That the Community Works Fund application submitted for the Woodbury Water System Water Mainline Relocate Project in the total amount of \$85,560 be approved and that funds be disbursed from Community Works Funds allocated to Electoral Area D.

Carried

Moved and seconded,
And Resolved:

641/22 That the Community Works Fund application submitted for the Ministry of Transportation and Infrastructure Hard Surfacing of 27th Avenue S. Creston Project, in the total amount of \$100,000 be approved and that funds be disbursed from Community Works Funds allocated to Electoral Area B.

Carried

Passed with a 2/3 majority vote.

9. DIRECTORS' MOTIONS

9.1 Director Newell: BC Transit Issues

The Board had a discussion regarding the BC Transit issues.

CAO Horn shared with the Board that staff will be preparing a Transit Report for the November 17, 2022 Board meeting.

Moved and seconded,
And Resolved:

642/22

That the following motion **BE REFERRED** to the November 17, 2022 Board meeting:

That the Board Chair send a letter to the appropriate agencies outlining the Boards concerns regarding the cancelled BC Transit routes.

Carried

Item 3.4 Directors' Report be considered at this time.

3.4 DIRECTORS' REPORTS

Each Director gave a brief summary of the work they have been doing within their communities.

3.4.1 Director Jackman: UBCM/CBRAC/Regional Connectivity/TSA

3.4.2 Nelson and District Recreation Commission: Letter of Support - New Indoor Sports Facility in Nelson

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.

Moved and seconded,
And Resolved:

643/22

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;
(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;

Carried

11.2 RESOLUTION - RECESS OF OPEN MEETING

Moved and seconded,
And Resolved:

644/22

The Open Meeting be recessed at 2:30 p.m. in order to conduct the *In Camera* Board meeting and reconvened at 2:57 p.m.

Carried

12. MATTERS ARISING FROM IN CAMERA MEETING

Moved and seconded,
And Resolved:

645/22 IC71/22 That the Board authorize the release into the Open meeting that the purchase agreement for the purchase of 134 acres of private land in Krestova, Block A DL7602 Kootenay District and Block A DL 7367 Kootenay District, for regional park purposes has been extended to March 30, 2023.

Carried

13. ADJOURNMENT

Moved and seconded,
And Resolved:

646/22 That the meeting adjourn at 2:57 p.m.

Carried

Aimee Watson, RDCK Board Chair

Christine Hopkyns, Corporate Administration Coordinator

Angela Lund, Deputy Corporate Officer



Chapter: 100 – BOARD & GOVERNANCE

Section: 100-01 Board

Subject: APPOINTMENTS TO EXTERNAL ORGANIZATIONS

Board Resolution:	[Board resolution number]	Established Date:	[Date of policy]	Revised Date:	[Revised date of policy]
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POLICY:

PURPOSE:

Many external organizations request that the RDCK appoint or recommend members to their respective governing or advisory bodies. The Board recognizes that participation in these external organizations is an essential governance function and aligned with RDCK interests. Through this policy, the transparency and accountability objectives of the Board are strengthened by defining the expectations and requirements of Appointees serving on behalf of the Board.

The objectives of this policy are to:

- Define the roles and responsibilities of appointees;
- Provide additional guidance on the overall process of appointments to external organizations;
- Establish a code of conduct for members of the public serving as appointees.

SCOPE:

This policy applies to any person appointed by the Board to an external organization. The “Roles and Responsibilities of Appointees” section of this policy also applies to Directors participating in conferences, training, workshops, and any other professional development activities.

DEFINITIONS:

Appointee: A person appointed via Board resolution to an external organization to provide representation on behalf of the RDCK. Appointees may be Directors or members of the public (“Public Appointee”).

Board: The Regional District of Central Kootenay Board of Directors.

External Organization: Any entity that may be described as a(n) agency, association, board, committee, coalition, council, initiative, panel, subcommittee, task force, working group or any other similar body requesting Appointees, yet is outside the sole jurisdiction of the RDCK.

Public Appointee: Any Appointee who is not a member of the RDCK Board, typically a member of the local community. Unless otherwise indicated, “Appointee” shall also refer to a Public Appointee.



POLICY:

The Appointment Process

- Appointees should be, where possible, appointed at the December Board meeting for appointments for the following calendar year.
- **Prior to making appointments each year staff shall review the list of External Organizations for continued relevance and report to the Board when an RDCK appointment should not be made due to an External Organization being non –operational, or for any other reason.**
- Before an appointment to an External Organization is resolved, the Board should receive one or more of the following foundational documents from that organization, including but not limited to: Terms of Reference, Bylaws, Charter, or Constitution.
- The term of each appointment shall be specified in all resolutions.
- In the event that the number of Directors seeking the same appointment(s) for an External Organization exceeds the number of eligible vacant appointments, an election shall be held to determine the Appointee. The election procedure shall be in accordance with the RDCK Procedure Bylaw.
- If the External Organization requires an Appointee be confirmed via procedures in addition to Board appointment, such as an election, the Appointee shall inform the Board of the outcome of those proceedings as soon as possible.
- In the event of a vacancy for an appointment occupied by a Public Appointee, the RDCK shall place advertisements in publications which serve the applicable local area to notify the public. Staff will consult with the applicable Director(s) on the applicants and prepare a report for the Board.

Roles and Responsibilities of Appointees

Appointees shall:

- Attend scheduled meetings of the External Organization and generally fulfill the duties normally assigned to that appointment;
- Represent the RDCK in a manner that is not inconsistent with bylaws, plans, and/or policies previously approved by the Board;
- Regularly report back to the Board on the activities of the External Organization and their impact on RDCK governance, initiatives, and services to the extent permitted by that organization;
- Only engage in any activities related to the appointment if they provide a demonstrable benefit to RDCK residents;
- Adhere to the Code of Conduct Policy for Directors or the Code of Conduct for Public Appointees (Appendix A) as may be applicable;
- Adhere to standards for conduct developed by the External Organization to which they have been appointed. In the event of a discrepancy between the codes of conduct specified in this



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Policy Manual

policy and that of the External Organization, the standards of the External Organization shall take precedence.

Where possible, Public Appointees should regularly debrief with the local Director(s) considered most relevant to the work of the External Organization on which the Public Appointee serves. This allows the Director(s) to be informed of the activities of the External Organization as they pertain to the RDCK.

Guidelines for Reporting

- For each External Organization on which an Appointee serves, that Appointee must provide a report to the Board on their activities as an Appointee a minimum of once per calendar year.
- Appointees may use their discretion in determining the content and timing of their reports, but should be focused on the major milestones, initiatives or otherwise noteworthy activities of the External Organization that would reasonably be considered to be of the most interest or impact to the RDCK Board or RDCK residents.
- Reports must be written. Appointees should use a written report template developed by RDCK staff.
- In the event that an External Organization has more than one Appointee, those Appointees should coordinate amongst themselves to avoid redundancy, keep workloads manageable, and ensure accurate, relevant reporting.



RELATED LEGISLATION:

Regional District of Central Kootenay Code of Conduct Policy
Regional District of Central Kootenay Procedure Bylaw

Appendix A – Code of Conduct for Public Appointees

Non-elected members of the public appointed to an External Organization (“Public Appointees”) shall:

1. Work for the common good of the residents of the RDCK, and not for any private or personal interest.
2. Prepare themselves accordingly for all meetings and activities of the External Organization while ensuring that they are informed of relevant issues.
3. Be respectful, professional, and courteous in all interactions.
4. Accurately and adequately communicate the attitudes, positions, and decisions of the Board.
5. Where possible, regularly communicate with the Director(s) considered most relevant to the appointment as to the activities of the External Organization and their impact on RDCK governance, initiatives, and services.

CONCURRENCE

Name (please print)

Signature

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



Number: [100-01-19]
REGIONAL DISTRICT OF CENTRAL KOOTENAY
Policy Manual



Nelson & District Recreation Commission
City of Nelson, Electoral Area F and Defined Area E

File No. 01-0520-50

October 19, 2022

ATTENTION: Cam Shute
Kootenay Climbing Association/CUBE Climbing Centre
820 10th Street
Nelson, BC V1L 3C7

ATTENTION: Sebastien Arcand
City of Nelson
Suite 101, 310 Ward Street
Nelson BC V1L 5S4

RE: KOOTENAY CLIMBING ASSOCIATION INDOOR CLIMBING GYM – LETTER OF SUPPORT

The Nelson & District Recreation Commission No. 5 supports the choice by the Kootenay Climbing Association (KSA) and the City of Nelson for the proposed site at 820 10th Street near Selkirk College St. Mary Campus as the location for a new indoor climbing facility.

At the July 27, 2022 Nelson & District Recreation Commission meeting the following resolution was passed:

That the Board authorize the Chair of Recreation Commission No. 5 to write a letter of support to the Kootenay Climbing Association and the City of Nelson for the proposed/preferred site at 820 10th Street near Selkirk College St. Mary Campus.

The resolution was then passed by the Board of the Regional District of Central Kootenay at their August 18, 2022 meeting.

The commission has drafted a new governing bylaw; developed as part of the S226 Service Review. The new bylaw outlines the process and supporting documents necessary to effectively consult the taxpayer, evaluate the feasibility of a project, and weigh the need for local government support.

The draft of this bylaw passed the first three readings by the RDCK Board and is being reviewed by the service participants.

Section 6(2) of the draft bylaw reads:

A proposed facility addition to Schedule B must complete a project development process prior to a bylaw amendment coming forward for RDCK Board consideration that includes but is not limited to:

- Feasibility Study;

Nelson & District Community Complex | 305 Hall Street, Nelson, BC V1L 5X4
Phone: 250.354.4FUN (4386) | Email: info@rdck.ca

- Community Engagement;
- Strategic and Tactical Planning; and
- Utilizing asset acquisition screening tools.

Commission, therefore, supports the Kootenay Climbing Association in securing rights to the 820 10th Street location to continue the development of the project.

RDCK recreation staff are available to consult with the Kootenay Climbing Association on the necessary criteria and framework essential to the creation of a qualitative study of this project's potential; should further support from the Nelson & District Recreation Commission be desired.

Sincerely,



Keith Page
Chair, Nelson & District Recreation Commission

AC/AC

cc: Stuart Horn – Chief Administrative Officer, Joe Chirico – General Manager of Community Services, Marty Benson – Regional Manager-Recreation and Client Services, Mark Crowe – Parks Planner



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**RIONDEL COMMISSION OF MANAGEMENT
OPEN MEETING MINUTES**

**7:00 PM
October 4, 2022**

IN-PERSON MEETING LOCATION FOR HYBRID MEETING MODEL

The following location has been determined to hold the in-person meetings for Riondel Commission of Management:

**Location Name: Riondel Community Centre, Commission Office, Room #6
Location Address: 1511 Eastman Ave., Riondel BC**

The facility listed above will be able to accommodate the remote requirements for the meeting.

Meeting Link:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=med1bf35e6d404e1164dd782af45e7346>

Toll Free number: 1-844-426-4405

Meeting Number (access code): 2461 031 5454

COMMISSION/COMMITTEE MEMBERS

Commissioner Panio	Riondel	In-person
Commissioner Anderson	Riondel	In-person
Commissioner Wilkinson	Riondel	In-person
Commissioner Donald	Riondel	In-person

MEMBERS ABSENT

Commissioner Jackman	Director – Electoral Area A
Commissioner Wallace	Riondel

STAFF

Lindsay MacPhee	Administrative Assistant - Meeting Coordinator
Stuart Horn	Chief Administrative Officer

4 out of 6 voting Commission members were present – quorum was met.

1. CALL TO ORDER

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

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

3. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The Agenda for the October 4, 2022 Riondel Commission of Management meeting, be adopted with the inclusion of item 7.15 Building Security.

Carried

4. RECEIPT OF MINUTES

The September 6, 2022 Riondel Commission of Management minutes, have been received.

5. DELEGATE

No delegate.

6. PUBLIC TIME

The Chair called for questions from the public at 7:03 p.m.

A property owner addressed concerns regarding a local individual and staff member. Any concerns should be taken up with Regional District of Central Kootenay (RDCK) staff.

7. OLD BUSINESS

7.1 Age Friendly Committee Trail Maintenance Funds

Chair Panio provided the Commission with a verbal update regarding the allocation of the remaining funds for the Heritage Trail, including that East Shore Trail and Biking Association will manage the funds.

7.2 Pickle Ball Update

Chair Panio provided the Commission with a verbal update regarding local efforts to secure funding for the revitalization of the outdoor courts, including that considerable work has been done on the tennis court through volunteer labor and staff. The court surface has been patched, weeded and cleaned, the rotted wood has been repaired and the storage shed has been cleaned out. The roof of the storage shed still needs to be repaired, and a grant application is being made to cover this.

7.3 East Shore Shed Update

Chair Panio provided the Commission with a verbal update regarding the activities of the East Shore Shed group, including that the main work area is completed, equipment and supplies are being sorted and catalogued, and improvements are being made to the lounge area.

7.4 Riondel Community Centre Roof

Chair Panio provided the Commission with a verbal update regarding the progress on the Riondel Community Centre Roofing plans, including that the architect will soon have the tender ready to go out. Director Jackman has secured \$200,000 in funds from the gas tax for the project, in addition to the \$50,000 in reserves.

7.5 Community Centre Electrical Upgrades

Chair Panio provided the Commission with a verbal update regarding electrical upgrades, including that an outdoor outlet will be installed and the wiring layout in the basement will be reviewed. The energy audit conducted has identified several opportunities to increase the efficiency of the Riondel Community Centre; notable improvements include using double glazed windows, increasing insulation in exterior walls to R15, increasing roof insulation to R40 and replacing furnaces with heat pumps.

7.6 Derelict Vehicles

Chair Panio provided the Commission with a verbal update regarding derelict vehicles in the community of Riondel, including that a property owner commented on the burned-out boat that has yet to be removed from a local property. The owner will be contacted about moving the boat.

7.7 Teck Legacy Grant

Chair Panio provided the Commission with a verbal update regarding accessing the Teck Legacy grant, including that the project best suited for these funds is the installation of an automated underground sprinkler system for the baseball field and that RDCK staff are interested in resurfacing and reseeding the baseball field when this work is done. An estimate will be acquired for the installation of the system.

7.8 Backstop Replacement

Chair Panio provided the Commission with a verbal update regarding plans to replace the backstop at the baseball field, including that materials, a welder and labor are lined up and there is \$2,500 in grant funds. The Lion's Club is too busy at this time to coordinate the work. RDCK staff have agreed to put up a temporary fence on the Community Centre-side of the park at the time of ball tournaments to prevent balls from breaking windows.

7.9 Search for New Commissioners

Chair Panio provided the Commission with a verbal update regarding the search for new commissioners, including that there are two vacant spots on the Commission and any interested individuals should contact Gerald Panio. A public suggestion to draft a notice outlining Commissioner responsibilities was received along with a request for a community information package for new community members outlining what community groups, committees, commissions, and opportunities exist that people can participate in.

7.10 Hot Water Tank Replacement

Chair Panio provided the Commission with a verbal update regarding the replacement of the hot water tank in the Riondel Community Centre, including that Don Horvath completed the installation of the new 60-gallon tank.

7.11 Basement Window Repairs and Upgrades

Chair Panio provided the Commission with a verbal update regarding repairs and upgrades to basement windows in the Riondel Community Centre, including that Maintenance staff is currently replacing broken windows and there are grills to protect them in the future.

7.12 Riondel Facebook Page

Chair Panio provided the Commission with a verbal update regarding raising awareness of the Riondel Facebook Page, including that staff have created a community Facebook page and individuals are welcome to post on the page any events or items of community interest.

7.13 Drainage Concerns

Chair Panio provided the Commission with a verbal update regarding concerns about drainage activities in the community of Riondel, including that there has been no work done on the drainage system while 57% of the budget has gone towards administration.

7.14 Water Advisory Committee Update

Stuart Horn, Chief Administrative Officer, provided the Commission with a verbal update regarding the bylaw regulating the establishment of local Water Advisory Committees, including that the Board is working on the bylaw structure for the Community Advisory Committees intending to have the content solidified for a meeting in the first week of November, after which, groups operating under that function will be able to review the bylaw which the Board seeks to finalize in January of 2023.

7.15 Building Security

Chair Panio provided the Commission with a verbal report on recent acts of mischief in the community, including that there have been minor issues in the community including smashed bottles in the parking lot behind vehicles, and beer and pop cans littered around. There are game cameras that can be hung in hopes of identifying some individuals.

8. NEW BUSINESS

8.1 Cell Phone Booster

Chair Panio provided the Commission with a verbal report regarding a cell phone signal booster on the Riondel Community Centre, including that the booster has been mounted on the flag pole and there is now a good signal in the Riondel Community Centre.

8.2 BC Elections

Chair Panio provided the Commission with a verbal report regarding the upcoming municipal elections, including that the Senior's Room will host the municipal elections, on October 15, 2022.

8.3 Electrical Mapping

Chair Panio provided the Commission with a verbal report regarding mapping out the electrical system in the Riondel Community Centre, including that a layout needs to be mapped so that all of the 6 breaker panels in the building can be identified and labelled accordingly.

9. CORRESPONDENCE

The email dated Monday, September 12, 2022, from Shirleen Smith, regarding misuse of the attendant’s shed at the recycling station shed, has been received.

Chair Panio led a discussion on how to manage the situation, including that the recycling attendants will be consulted to get their thoughts and feedback on the shed’s utility.

STAFF DIRECTION Have staff update the RDCK website to reflect the current price for garbage which is \$3 a bag.

10. AREA A DIRECTOR’S REPORT

Director Jackman is away.

11. FINANCIAL REPORTS

The Revenue and Expense Report for September 2022, has been received. The August financial statements for Drainage, Recreation and the Riondel Service Area have been received and notable items include a capital expense of \$10,000 for fire mitigation around the water treatment plant.

12. PUBLIC TIME

The Chair called for questions from the public at 8:08 p.m. No public comment.

13. NEXT MEETING

The next Riondel Commission of Management meeting is scheduled for November 1, 2022 at 7:00 pm.

14. ADJOURNMENT

MOVED and seconded,
AND Resolved:

The Riondel Commission of Management meeting be adjourned at 8:13 pm.

Carried

Digitally approved via email.

Gerald Panio, Chair

RECOMMENDATION(S) TO THE BOARD OF DIRECTORS

1. *Nil.*

STAFF DIRECTIONS

1. *Have staff update the RDCK website to reflect the current price for garbage which is \$3 a bag.*

THE FOLLOWING ITEMS ARE PROVIDED FOR CONVENIENCE ONLY AND WILL BE CONSIDERED AT ITS APPROPRIATE MEETING AS STATED.

Future Riondel Commission of Management Meetings

1. *Riondel Community Centre Roof*
2. *Teck Legacy Grant*
3. *Backstop Replacement*
4. *Water Advisory Committee Bylaw*
5. *Fitness Space Proposal*



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

Tuesday, October 4, 2022

9:00 a.m.

Hybrid Model – In-person and Remote

Creston & District Community Complex – Creston Erickson Room

312 19th Avenue North, Creston, BC

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

S. Horn	Chief Administrative Officer – RDCK
J. Chirico	General Manager of Community Services
C. Stanley	Manager of Recreation - Creston and District Community Complex
J. Riel	Fire Chief – Creston Fire Rescue
J. Jackson	Emergency Program Coordinator – Creston
J. Rafuse	Meeting Coordinator

GUESTS PRESENT

S. Itkonen	Library Director – Creston Valley Public Library
Jesse Willicome	Creston Valley Tourism Society

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=m9aa662591cf037f58b25ff94acc063aa>

Join by Phone:

1-844-426-4405 Canada Toll Free

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

Meeting Number (access code): 2458 518 0670

Meeting Password: 4bEMHVXVQ36

In-Person Location: Creston & District Community Complex – Creston Erickson Room
312 19th Avenue North, Creston, BC

1. CALL TO ORDER

Chair Comer called the meeting to order at 9:03 a.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

3. ADOPTION OF AGENDA

Moved and seconded,
And Resolved:

The Agenda for the October 4, 2022 Creston Valley Services Committee meeting, be adopted with Item 5.1 moved to after Item 8.3 due to delegation not being present before circulation

Carried

4. RECEIPT OF MINUTES

The September 1, 2022 Creston Valley Services Committee minutes, have been received.

5. DELEGATIONS

ORDER OF AGENDA CHANGED The Order of Business was changed due to delegation not being present for Item 5.1 Committee Delegation Form from Creston Valley Community Foundation - Columbia Basin Trust, with Item 5.2 Creston Valley Tourism Society considered at this time.

5.2 Creston Valley Tourism Society

Jesse Willicome, Administrative Manager from Creston Valley Tourism Society, presented to the Committee an update on the Destination BC's Co-op Marketing Partnership Program. Jesse Willicome answered the Committee's questions.

6. STAFF REPORTS

6.1 Emergency Services – Third Quarter Work Report

The Committee Report dated September 2022 from Jon Jackson, Emergency Program Coordinator, re: Emergency Services - Third Quarter Work Report, has been received.

Jon Jackson, Emergency Program Coordinator, provided an overview to the Committee regarding the Emergency Services Third Quarter Report and answered the Committee's questions.

6.2 Creston Valley Fire Service – Third Quarter Report

The Committee Report and Presentation dated July 1 – September 30, 2022 from Jared Riel, Fire Chief, re: Creston Valley Fire Service - Third Quarter Report, has been received.

Jared Riel, Creston Fire Rescue – Fire Chief, reviewed with the Committee the Emergency Services Third Quarter Report and answered the Committee's questions.

6.3 Traditional Use Study Update

Craig Stanley, Regional Manager of Operations and Asset Management, gave a verbal presentation to the Committee regarding the Traditional Use Study. Manager Stanley answered the Committee's questions.

7. OLD BUSINESS

7.1 2022 Budget – Service 108

Stuart Horn, RDCK – Chief Administrative Officer reviewed the Economic Action Partnership budget worksheet for the 2022 Budget – Service 108 requested by the Committee. Stuart Horn, RDCK – Chief Administrative Officer answered the Committee's questions.

8. NEW BUSINESS

8.1 Discussion: November 3, 2022 Creston Valley Service Committee (CVSC) meeting

The Committee has cancelled the November Creston Valley Services Committee meeting due to the 2022 General Election.

8.2 Creston Valley Public Library Update

The Committee Report dated June, July and August 2022 from Saara Itkonen, Library Director, re: Creston Valley Public Library (CVPL) Operations Report, have been received.

The Committee Report dated August 2022 from Saara Itkonen, Library Director, re: Creston Valley Public Library (CVPL) Finance Report, have been received.

The Committee Report dated July and August 2022 from Saara Itkonen, Library Director, re: Creston Valley Public Library (CVPL) Usage Report, have been received.

Saara Itkonen, Library Director, was available to answer director's questions.

8.3 Creston Valley Tourism Society – Funding Request

The Committee discussed the Funding Request from Jesse Willicome, Administrative Manager, Creston Valley Tourism Society, and the grant application will be presented at the November 17, 2022 Board meeting.

ORDER OF AGENDA RESUMED Item 5.1 Committee Delegation Form from Creston Valley Community Foundation, Columbia Basin Trust was considered at this time.

5.1 Committee Delegation Form from Creston Valley Community Foundation, Columbia Basin Trust

Delegation was not present. Delegation revoked request for funding.

9. PUBLIC TIME

The Chair will call for questions from the public and members of the media at 11:21 a.m.

- A member of the public had a question for Craig Stanley, Regional Manager of Operations and Asset Management, regarding the Traditional Use Study. Manager Stanley answered the member of the public's question.

10. NEXT MEETING

The next Creston Valley Services Committee meeting is scheduled for Thursday, December 1, 2022 at 9:00 a.m.

11. ADJOURNMENT

Moved and seconded,
And resolved:

The Creston Valley Services Committee meeting be adjourned at 11:22 a.m.

Carried

Approved by

Jen Comer, Chair



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**AREA E ADVISORY PLANNING AND HERITAGE
COMMISSION
OPEN MEETING MINUTES**

5:00PM

Thursday, October 13th

Remote Meeting via Webex

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=mad0447e0f6d9e16ef6036999d79d27d4>

Join by Phone:

1-844-426-4405 Canada Toll Free

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

Meeting Number (access code): 2772 769 6185

Meeting Password: ZWe2Nhg8S2x

In-Person Location: N/A

COMMISSION/COMMITTEE MEMBERS

Commissioner Charlwood	Electoral Area E
Commissioner Fellowes	Electoral Area E
Commissioner Gatto	Electoral Area E
Director Faust (non-voting member)	Electoral Area E

MEMBERS ABSENT

Commissioner Doyle	Electoral Area E
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STAFF

Sadie Chezenko	Planning Assistant
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DELEGATIONS

Applicant Milos Hinterberger of Hinterland Surveying representing the property owner for Referral R2241E

PUBLIC

172

3 out of 4 voting Commission members were present – quorum was met.

1. CALL TO ORDER

Interim Chair Fellowes called the meeting to order at 4:35 p.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

3. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The Agenda for the October 13th, 2022 Electoral Area E Advisory Planning and Heritage Commission meeting, be adopted as circulated.

Carried

4. RECEIPT OF MINUTES

The August 15, 2022 Electoral Area E Advisory Planning and Heritage Commission minutes, have been received.

5. DELEGATE

5.1 Milos Hinterberger of Hinterland Surveying, applicant representing Julia Woods, presented for file R2241E to the commission.

6. STAFF REPORTS - REFERRALS

6.1 Accretion Referral R2241E - Woods

File No. R2241E

6467 Harrop Proctor Road

The Referral Package has been received

DISCUSSION

The Commissioners discussed the application and Mr. Hinterberger answered several questions. A summary of the discussion is below by Applicant, Commission and Director's Comments:

a) APPLICANT

- The Applicant was represented by Milos Hinterberger:
 - The upland owners are entitled to an accretion under common law as long as the natural boundary is correctly surveyed. The requirements are the presence of organic soil (no fill or human disturbance) and a natural vegetation line at the boundary.
 - The applicant is not applying to accrete or purchase Crown land
 - in the spring, these accreted properties flood above the natural boundary – that is normal.

- Surveyor defines the natural boundary; the surveyor general ascertains whether the accretion has been lawfully accreted
- Covenant can be suggested to surveyor general to protect unnecessary building and or flooding in the future.
- There is indicated a difference in soil which is a marker of the natural boundary
- In 2022 it took longer this year for the water level to drop and flooding of the natural boundary is common as occurred this year.
- Note Mr. Hinderberger provided additional information to the RDCK planning office following the meeting referencing other accretions around the lake.

b) COMMISSIONERS

- The Commissioners noted for information that:
 - The proposed accretion adds 80-85% to the property land mass
 - The parcel is water access only which was confirmed by Mr. Hinderberger (due to the CP Tracks and right away behind the property).
 - The lot is a long horizontal strip and while the accretion may be acceptable in terms of the natural boundary, often the owners believe that means they will meet floodplain and development permit requirements. However, elevation is a factor in floodplain and development permits, whereas, it is not with accretions which are based on the natural boundary. Unfortunately, accretions often push development further into the floodplain which then requires a relaxation application for development. To build on the site without the accretion at the current time would likely require a floodplain relaxation.
 - The OCP identifies this area as Agricultural
 - Climate change means frequency of accretion gains is increasing which opens up a lot of structures to erosion. The natural boundary is not completely clear to the commission because there appears to be erosion of the natural boundary soil horizon, and human disturbance, upland of the proposed natural boundary in the east central portion of the property. This is visible in front of the trailer on site where it appears the land has been altered.

c) DIRECTOR

- Direct Faust expressed that she has reviewed numerous accretions on Kootenay Lake including meetings with the Surveyor General's office.
- External bodies are concerned about accretions driving development to the lakeshore because of habitat loss and flooding.
- There is organic soil in the proposed accreted area which is one of the requirements for accretion.
- Asked if the accretion application did conform to the natural vegetation

Moved and seconded,
AND Resolved:

That the Area C Advisory Planning Commission DOES NOT SUPPORT the Accretion Application for Ms. Woods for the property located at 6467 Harrop Proctor Road and legally described as PARCEL C (SEE 214411) OF SUBLOT 10 DISTRICT LOT 306 KOOTENAY DISTRICT PLAN 731, EXCEPT PART INCLUDED IN PLAN 7152. The APCH for Area E would like to note that the criteria for a natural boundary is the organic soil horizon. Therefore, the contour of the natural shoreline should be commensurate with the natural soil horizon boundary. The application for accretion does not appear to honor this principle as it has been proposed as there appears to be erosion of the natural boundary soil horizon, and human disturbance, upland of the proposed natural boundary in the east central portion of the property. It is suggested that the natural boundary (organic soil horizon) be adjusted to reflect this contouring of the natural boundary along the east central portion of the accretion application.

Carried

7. PUBLIC TIME

The Chair will call for questions from the public at 5:29 p.m.

8. NEXT MEETING

The next Electoral Area D Advisory Planning and Heritage Commission meeting is scheduled for October 27, 2022 at 5:00 p.m.

9. ADJOURNMENT

MOVED and seconded,
AND Resolved:

The Electoral Area E Advisory Planning and Heritage Commission meeting be adjourned at 5:32 p.m.

Approved by

Tracey Fellows, Interim Area E APHC Chair



REGIONAL DISTRICT OF CENTRAL KOOTENAY
AREA C ADVISORY PLANNING AND HERITAGE
COMMISSION
OPEN MEETING MINUTES

7:00 p.m.

Monday, October 17th

Hybrid Model – In Person and Remote

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=m12830c5dc0972772db624a0865a4db33>

Join by Phone:

1-844-426-4405 Canada Toll Free

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

Meeting Number (access code): 2770 677 8197

Meeting Password: JSjNenwJ256

In-Person Location: West Creston Hall – 1350 W Creston Road, Creston, BC, V0B1G7

COMMISSION MEMBERS

Chair McLaren	Electoral Area C	In Person
Commissioner Chadwick	Electoral Area C	In Person
Vice Chair Kepke	Electoral Area C	In Person
Commissioner Churchill	Electoral Area C	In Person
Commissioner Rast	Electoral Area C	In Person
Commissioner McKenzie	Electoral Area C	In Person

MEMBERS ABSENT

Commissioner Yarema	Electoral Area C
Commissioner Germann	Electoral Area C

STAFF

Sadie Chezenko	Planning Assistant
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PUBLIC

Marcus Anderson	T2202C Applicant
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1. CALL TO ORDER

Chair McLaren called the meeting to order at 7:01 p.m.

2. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The Agenda for the October 17, 2022 Area C Advisory Planning and Heritage Commission meeting, be adopted with amendment to elect a new Secretary.

Carried

3. ELECTION

Joan Mckenzie nominated and elected as Secretary
Allen McLaren ratifies Joan Mckenzie as Secretary for the Area C APHC for 2022.

4. RECEIPT OF MINUTES

The minutes for the August 22, 2022 Area C Advisory Planning and Heritage Commission meeting, have been received.

5. DELEGATE

No delegations

6. OLD BUSINESS

5.1 Response Summary to RDCK for V2209C (Bohn) application – for information only

7. STAFF REPORTS

6.1 Temporary Use Permit – Anderson

File No. T2202C

1686 Evans Road, West Creston

The Referral Package dated September 29, 2022 from Zachari Giacomazzo, Planner, re: Temporary Use Permit, has been received

The application was discussed. Decision was reached based off the information provided by Sadie Chezenko that Temporary Use Permits may be issued for a maximum of three years.

Moved and seconded,
AND Resolved:

That the Area C Advisory Planning Commission SUPPORT the Temporary Use Permit to Marcus Anderson for the property located at 1686 Evans Road and legally described as BLOCK 199 DISTRICT LOT 9558 KOOTENAY LAND DISTRICT to allow the construction of an accessory building and to allow four (4) shipping containers to remain on the subject property prior to the construction of a dwelling for a maximum of three years.

Carried

8. ADJOURNMENT

MOVED and seconded,
AND Resolved:

The Area C Advisory Planning and Heritage Commission meeting be adjourned at 7:45 p.m.

Carried


Allen McLaren, Area C APHC Chair



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**CRESTON VALLEY AGRICULTURAL ADVISORY
COMMISSION
OPEN MEETING MINUTES**

Time: 2:15pm

Tuesday, October 18, 2022

Location: Canyon-Lister Fire Hall (2850 Lister Road, Creston)

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=m067a4d7ce37b44c5f662d7621814c403>

Join by Phone:

1-844-426-4405 (Canada Toll Free)

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

Meeting Number (access code): 2773 650 8526

Meeting Password: y3pJ4p38HrP

In-Person Location: 2850 Lister Road, Creston

COMMISSION/COMMITTEE MEMBERS

Commissioner Meyer	Electoral Area B – In Person
Commissioner Rast	Electoral Area C – In Person
Commissioner Eastman	Electoral Area C – In Person
Commissioner McNamar	Electoral Area C – In Person

MEMBERS ABSENT

Commissioner Mutch	Electoral Area B
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STAFF

Sadie Chezenko	Planning Assistant
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4 out of 5 voting Commission members were present – quorum was met.

1. CALL TO ORDER

Sadie Chezenko called the meeting to order at 2:06 p.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

3. ELECTION OF CHAIR

CALL FOR NOMINATIONS (3 Times)

Commissioner Eastman nominated Commissioner Meyer.

DECLARATION OF ELECTED OR ACCLAIMED CHAIR

Sadie Chezenko ratifies the appointed Commissioner Meyer as Chair of the Creston Valley Agricultural Advisory Commission for 2022.

Carried

4. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The Agenda for the October 18, 2022 Creston Valley Agricultural Advisory Commission meeting, be adopted as circulated.

Carried

5. DELEGATE

No delegations

6. STAFF REPORTS- APPLICATIONS

6.1 Agricultural Land Reserve Subdivision for Home Site Severance – Huscroft

File No. A2206B

3672 12th Street, Rykerts

The Referral Package dated September 16, 2022 from Eileen Senyk, Planner, re: subdividing a 1.1 hectare (2.9 acres) lot off for the current owner and transfer the remaining 29.6 hectare (73.3 acres) lot to the owners children, has been received.

The following was discussed:

- The commission completed a site visit prior to the meeting
- There was no opposition to the homesite severance in principal, but noted some details about the site plan should be shifted
 - The commission thought the tentative driveway should be shifted to preserve as much farmland as possible
 - The commission highlighted that portions of the present driveway should be dug up and reclaimed to be used as farmable land
 - The commission outlined that weeding and other works to return land to farmable condition should be undertaken if to be approved
 - The applicant amended the site plan to show roughly how these concerns could be met and are attached on Appendix A.

- The applicant stated that the hatched area on the appendix would be remediated and returned to farmable land.
- The applicant indicated roughly the revised location of the road.
- The commission saw this as addressing their concerns satisfactorily
- The commission would not support the application without amendments to the site plan for the remediation and moved driveway

Moved and seconded,
AND Resolved:

That the Creston Valley Agricultural Advisory Commission SUPPORT the AMENDED Agricultural Land Reserve Application to Anita Huscroft for the property located at 3672 12th Street, Rykerts and legally described as PLAN NEP730 DISTRICT LOT 812 SECTION 8 KOOTENAY LAND DISTRICT PART S 1/2 OF NE ¼ (PID: 016-070-372) for Homesite Severance provided that the amendments for remediation of southwest portion of the property to arable land and the driveway is moved further south as diagramed in the Appendix.

Carried

6.2 Agricultural Land Reserve Non-Adhering Residential Use – CherryCrest Inc File No. A2207B

Multiple properties, Erickson

The Referral Package dated October 4, 2022 from Zachari Giacomazzo, Planner, re: placement of 25 ATCO style trailers to provide sleeping, cooking, dining and washroom facilities for 100 temporary farm workers, has been received.

The following was discussed:

- The commission had several concerns
 - The commission was concerned that the trailers were being placed too close to the property lines, perhaps not respecting setbacks
 - The commission was concerned that the placement of the trailers would result in the removal of fruit trees as appears on the map provided in the application
 - The commission noted that information on septic or water was not included in the application
- The commission did not feel they could support the application without more information regarding setbacks, the possible removal of fruit trees, septic and water concerns being addressed.
- The commission would consider reviewing the application again if the applicant provided this information.

Moved and seconded,
AND Resolved:

That the Creston Valley Agricultural Advisory Commission NOT SUPPORT the Agricultural Land Reserve Application to Cherrycrest Inc. for the property located at 3938 46th Street Canyon and legally described as LOT 2 DISTRICT LOT 812 KOOTENAY DISTRICT PLAN 6991 (PID: 014-176-777) for Temporary Farmworker Accommodation.

Carried

7. NEW BUSINESS

7.1 Discussion of Term Expiration and Appointment

Staff to provide verbal update regarding expiring appointments and the process associated with re-appointment.

8. PUBLIC TIME

The Chair will call for questions from the public at 2:55 p.m.

9. NEXT MEETING

The next Creston Valley Agricultural Advisory Commission meeting is not yet scheduled.

10. ADJOURNMENT

MOVED and seconded,
AND Resolved:

The Creston Valley Agricultural Advisory Commission meeting be adjourned at 3:00pm.

Carried

Approved by
Randy Meyer, Chair

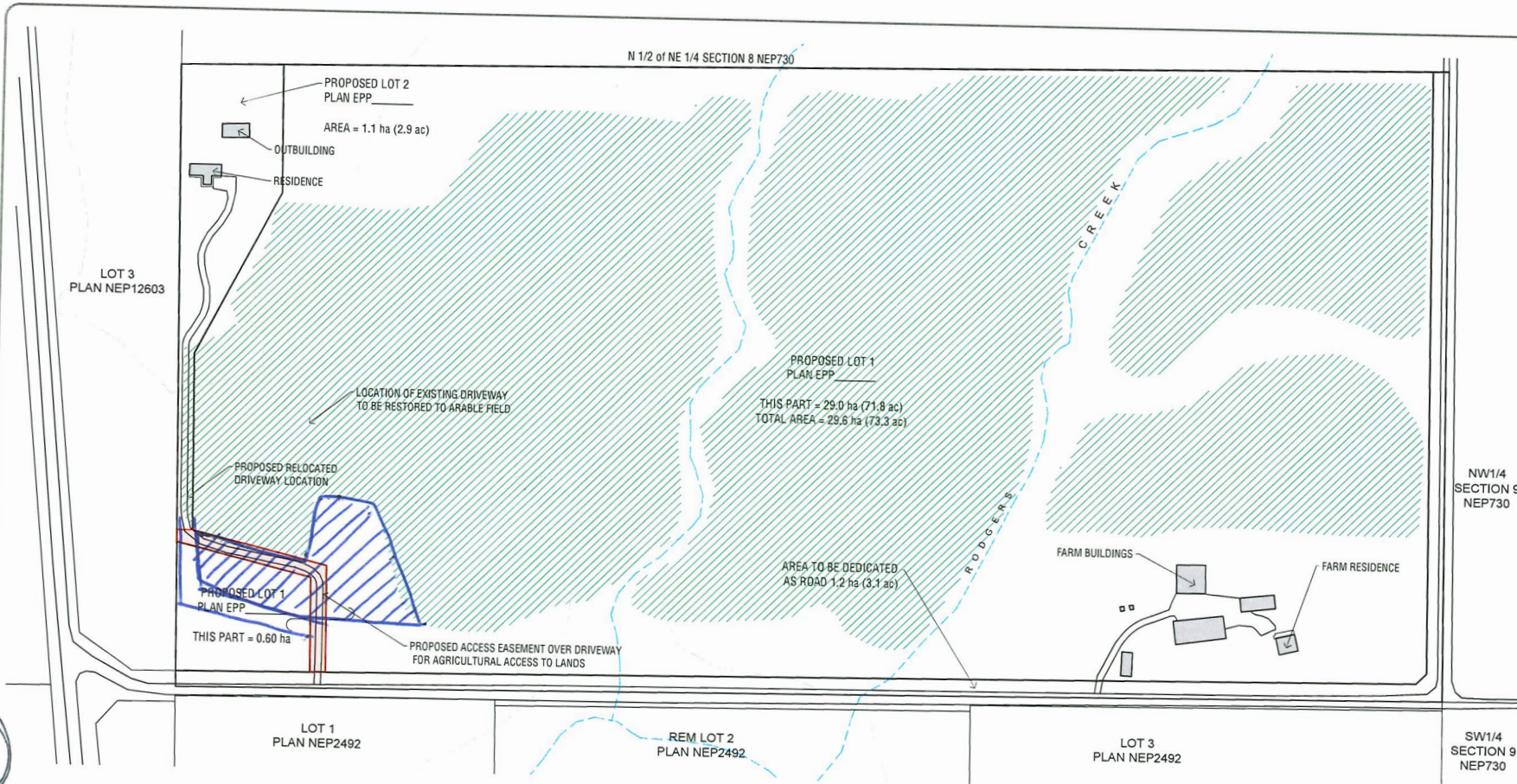
THESE ITEMS ARE PROVIDED FOR INFORMATION ONLY AND WILL BE ADDED TO THE ASSOCIATED REPORTS TO BE PRESENTED AT FUTURE MEETINGS BY PLANNING STAFF

1. That the Creston Valley Agricultural Advisory Commission SUPPORT the AMENDED Agricultural Land Reserve Application to Anita Huscroft for the property located at 3672 12th Street, Rykerts and legally described as PLAN NEP730 DISTRICT LOT 812 SECTION 8 KOOTENAY LAND DISTRICT PART S 1/2 OF NE ¼ (PID: 016-070-372) for Homesite Severance provided that the amendments for remediation of southwest portion of the property to arable land and the driveway is moved further south as diagramed in the Appendix.
2. That the Creston Valley Agricultural Advisory Commission NOT SUPPORT the Agricultural Land Reserve Application to Cherrycrest Inc. for the property located at 3938 46th Street Canyon and legally described as LOT 2 DISTRICT LOT 812 KOOTENAY DISTRICT PLAN 6991 (PID: 014-176-777) for Temporary Farmworker Accommodation.

APPENDIX A

HAWORTH
Development Consulting

Box 225, Suite 505, 928 - 7th Avenue,
Invermere, British Columbia V0A 1H0
T: 250.342.1227



NW1/4
SECTION 9
NEP730

SW1/4
SECTION 9
NEP730

REVISION	DATE	BY	DESCRIPTION

**HUSCROFT
ALR SUBDIVISION**

PROPOSED SUBDIVISION

Legal Description: Proposed Lot 1, DL 812, Kootenay District Plan EPP _____

Property Address: 3672 12th Street
Lister, BC

Registered Owners: Anita Huscroft
3672 12th Street
Lister, BC V0B 1G2

Parcel Area: 29.6 ha (73.3 ac)

Zoning Designation: RDCK Area B Zoning Bylaw
AG2 Agricultural 2

OCP Designation: RDCK Area B Official Community Plan
AG Agricultural

ALR Status: YES

Legal Description: Proposed Lot 2, DL 812, Kootenay District Plan EPP _____

Property Address: 3672 12th Street
Lister, BC

Registered Owners: Anita Huscroft
3672 12th Street
Lister, BC V0B 1G2

Parcel Area: 1.1 ha (2.9 ac)

Zoning Designation: RDCK Area B Zoning Bylaw
AG2 Agricultural 2

OCP Designation: RDCK Area B Official Community Plan
AG Agricultural

ALR Status: YES

Legal Description: ROAD DEDICATION

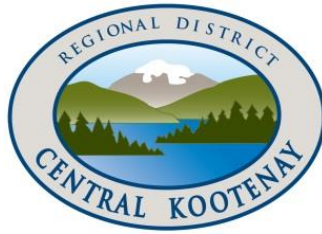
Property Address: 1.2 ha (3.1 ac)

DATE	AS REVISED
20 JULY 2022	

DRAWING TITLE
**PROPOSED PLAN OF
SUBDIVISION**

DRAWING NUMBER

2.1



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**EMERGENCY PROGRAM EXECUTIVE COMMITTEE
OPEN MEETING MINUTES**

9:00 a.m.
October 18, 2022
Remote Meeting

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m8feb95913855bef4c8bc3cf1fe1e0e0a>

Join by Phone:

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

Meeting Number (access code): 245 943 02315

Meeting Password: kCJfF3NtP73

COMMITTEE MEMBERS

Chair A. Watson

Committee Member W. Popoff

Committee Member T. Newell

Committee Member C. Moss

RDCK Board Chair

RDCK Vice Board Chair

Representing D, E, F and Kaslo

Representing H, I, J, K, Nakusp, Silverton, New
Denver, Slocan

COMMITTEE MEMBERS ABSENT

Committee Member A. Casemore (Absent)

Representing Electoral Areas A, B, C, G, Salmo
and Creston

STAFF

C. Johnson

Manager of Community Sustainability
Meeting Coordinator

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

1. CALL TO ORDER

Chair Watson called the meeting to order at Order at 9:04 a.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

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

The Agenda for the October 18, 2022, Emergency Program Executive Committee meeting, be adopted as circulated.

Carried

4. RECEIPT OF MINUTES

The August 16, 2022, Emergency Program Executive Committee minutes, have been received

5. STAFF UPDATES

5.1 FOR INFORMATION: Emergency Program Update – Q3 & Q4

Manager Johnson provided updates on the Emergency Program workplan and looking forward to the planning season (November to May). Highlights include: development of secondary/backup EOC; evacuation planning; development of flood monitoring; EOC Webmap rebuild; and Neighbourhood Emergency Preparedness Program (NEPP) social marketing plans.

6. OLD BUSINESS

6.1 FOR INFORMATION: Fire Season Debrief

Manager Johnson provided updates on current fires and informed the EPEC that debriefs were being held with EOC staff.

7. NEW BUSINESS

7.1 FOR INFORMATION: ESS Red Cross Contract

Manager Johnson will be bringing a report to November Board meeting to discuss this.

7.2 FOR INFORMATION: Heat Emergencies

Manager Johnson discussed heat emergencies and where the Emergency Program is currently planning.

7.3 FOR INFORMATION: Seasonal Primer – Fall/Winter

Manager Johnson informed the committee that it was another La Nina year this winter (3rd in a row) which are typically characterized by a colder than average second half of winter. This can increase potential for freshet flooding due to the cold allowing snow to accumulate longer and compressing the melt window.

8. PUBLIC TIME

The Chair will called for questions from the public at 10:00 a.m. No public was present.

9. NEXT MEETING

The next Emergency Program Executive Committee meeting will be scheduled after the appointments of the new Board.

10. ADJOURNMENT

MOVED and seconded,
AND Resolved:

The Emergency Program Executive Committee meeting be adjourned at 10: 05.

Carried

Approved by

Aimee Watson, Chair



**REGIONAL DISTRICT OF CENTRAL KOOTENAY
ELECTORAL AREA D ADVISORY PLANNING AND HERITAGE COMMISSION
OPEN MEETING MINUTES**

Time: 11:00am

Date: October 31, 2022

Location: Remote via Webex

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings remotely.

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m8b02f443dabd2001b284828458e2530c>

Join by Phone:

1-844-426-4405 Canada Toll Free

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

Meeting Number (access code): 2774 693 9209

Meeting Password: 33YpfyiPuT2

COMMISSION MEMBERS

Commissioner K. Newmoon	Electoral Area D - Chair
Commissioner R. Longval	Electoral Area D
Commissioner G. Devine	Electoral Area D
Commissioner S. Sinclair	Electoral Area D

MEMBERS ABSENT

Commissioner A. Hobden	Electoral Area D
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STAFF

Sadie Chezenko	Planning Assistant
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4 out of 5 voting Commission members were present – quorum was met.

1. CALL TO ORDER

Chair Newmoon called the meeting to order at 11:03 a.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

3. ADOPTION OF AGENDA

MOVED and seconded,

AND Resolved:

The Agenda for the October 31, 2022 Electoral Area D Advisory Planning and Heritage Commission meeting, be adopted as circulated.

Carried

4. RECEIPT OF MINUTES

The August 25, 2022 Electoral Area D Advisory Planning and Heritage Commission minutes, have been received.

5. DELEGATE

5.1 No delegations

6. STAFF REPORTS - REFERRALS

6.1 Cooper Creek LTD Forestry Referral

Forestry Referral dated August 29, 2022 from RPF Bill Kestell

- The following was discussed:
 - Broad concern about various existing and long-term impacts
 - Slope stability
 - Wildfire
 - Given the recent Fry Creek and Glacier Creek fires that have occurred within CCC tenure (ie: part of what is covered by this FSP), the Area D APHC recommends that there be a cumulative impact study for the AJL face / north end of Kootenay Lake that might have bearing on plans within the CCC FSP.
 - These impacts, south to north, include: Fry Creek wildfire (2022), Gar Creek slide, Salisbury Creek logging (ie: CP 405 completed in 2022), Hamill Creek wildfire (2007), logging up the Duncan (including 2022), Glacier Creek wildfire (2022).
 - this slope has had huge impacts within the past 15 years. We suggest it is necessary for the Province (ie: regional land manager) to look at cumulative impacts, including the impact of climate change.
 - Landslides
 - Clearcutting
 - Scale
 - Indigenous consultation
 - First Nations are operating in a colonial structure that often produces overlapping land claims. It is important for the most local nations to be engaged in a meaningful way.
 - Have the appropriate Nations been consulted?
 - Want to see a list of which Nations have been consulted
 - There has been explicit opposition to more logging at the north end of Kootenay Lake from both the Ktunaxa (Yaqaan Nukiy) and the Sinixt.

- How does CCC intend to engage in a meaningful way with local Indigenous people?
- Old Growth
 - Is this a fast track to get those trees out before these areas are designated as future old growth?
 - Concerned about the ancient cedars grove (some trees over 2000 years old) at the north end of Duncan Lake Reservoir.
 - Ancient Cedar Grove is an important area to the community and for itself
 - Are special features like this being adequately protected?
- Water
 - Logging practices change the drainage systems and there is concern about both quality and quantity
 - What happens to water long term when these practices proceed?
- Wildlife
 - What are the impacts to owls and other species, especially those that are blue-listed?
 - Owls, and other birds, nesting season are not adequately protected – cutting should happen outside of nesting season
- Community economic development
 - Does this support the local community rather than just the regional community or the company more broadly?
 - Does it bring economic benefits to Area D?
 - Want to keep more of the wood to support our micro mills
 - The cutting happens locally, the environmental impacts happen locally, but the benefits are dispersed elsewhere.
 - Would like to know if the companies are hiring locally for hauling, road building, etc...
 - How much of the benefit will remain locally?
 - Will they employ people?
 - Will they offer scholarships?
 - Will they support affordable housing? Aging in place?
 - Will they support library fundraising?
 - Could non-sellable firewood, set at a percentage (e.g.: 0.5% or 1% of number of loads of milling logs) of sellable wood be provided to local organizations for fundraising? Kaslo Community Forest has a model for this.
 - Donations could possibly be handled by KCF – they could possibly distribute the wood for fundraising, since they already do something similar
 - Would like to see the company's plan to support the local communities from which they are drawing significant resources
- Fines
 - Fines are not big enough

- They take more trees than they are supposed to because the fines aren't impactful enough and monitoring and enforcement are lax
 - This is detrimental, especially in environmentally sensitive or locally significant areas
- Need better landscape level monitoring
 - There is nothing set up to do that
 - Companies need to take on this cost to preserve these areas

7. PUBLIC TIME

There were no members of the public in attendance.

8. NEXT MEETING

The next Electoral Area D Advisory Planning and Heritage Commission meeting is scheduled for November 17, 2022.

9. ADJOURNMENT

MOVED and seconded,
AND Resolved:

The Electoral Area D Advisory Planning and Heritage Commission meeting be adjourned at 11:36 p.m.

Carried

Approved by
Chair Newmoon



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**AREA E ADVISORY PLANNING AND HERITAGE
COMMISSION
OPEN MEETING MINUTES**

2:00PM

Monday, October 31th

Remote Meeting via Webex

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=mbb556937bd961ad095e82b3d15637452>

Join by Phone:

1-604-449-3026 (Vancouver)

Meeting Number (access code): 2464 713 2944

Meeting Password: 2Rwz9XxMpy5

In-Person Location: N/A

COMMISSION/COMMITTEE MEMBERS

Commissioner Charwood	Electoral Area E
Commissioner Fellowes	Electoral Area E
Commissioner Gatto	Electoral Area E
Director Faust (non-voting member)	Electoral Area E

MEMBERS ABSENT

Commissioner Doyle	Electoral Area E
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STAFF

Sadie Chezenko	Planning Assistant
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3 out of 4 voting Commission members were present – quorum was met.

1. CALL TO ORDER

Chair Fellows called the meeting to order at 2:18 p.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

3. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The Agenda as amended for the October 31, 2022 Electoral Area E Advisory Planning and Heritage Commission meeting, be adopted as circulated.

Carried

4. RECEIPT OF MINUTES

The October 13th, 2022 Electoral Area E Advisory Planning and Heritage Commission minutes, have been received.

5. DELEGATE

5.1 No delegations

6. STAFF REPORTS - REFERRALS

6.1 Agricultural Land Commission (ALC) Referral A2208E – Hale

ALC Subdivision Application Referral A2208E dated October 27, 2022 from planner Zachari Giacomazzo

The following was discussed:

- Building a small home will have a lesser impact
- The agricultural assets will remain with the larger tract of land
- Overall minimal negative impact on useable agricultural land
- No major objections other than the possibility that it will set a precedent

MOVED and seconded,
AND Resolved:

That the Advisory Planning and Heritage Commission SUPPORT the Agricultural Land Reserve Application to Hale for the property located 6810 Harrop-Procter Road, Harrop and legally described as LOT B DISTRICT LOT 306 KOOTENAY PLAN 731D EXCEPT PART INCLUDED IN PLAN 5526 (PID: 013-614-762) for subdivision.

Carried

6.2 Cooper Creek LTD Forestry Referral

Forestry Referral dated August 29, 2022 from RPF Bill Kestell

The following was discussed:

- Concerns
 - Roads
 - What are the plan for the roads?
 - Impact of road building and landslides?
 - What is the plan for confirming and providing oversight of logging roads construction and rehabilitation? For safety and for riparian areas?
 - What are the plans for decommission of these logging roads in the future?
 - Landslides/Mudslides

- There are many downhill residential areas
 - Is there adequate assessment on potential impacts of tree removal in these areas on the down slope residences below?
- Who is responsible for costs if landslides occur?
- Don't want a repeat of Johnsons Landing and Laird Creek
- Wildfire
 - What is the fuel management strategy?
- Water
 - What impact will there be on water sources?
- Riparian Areas
 - What will be the impact on riparian areas from logging?
 - Watershed headwaters need to be better protected
 - Laird and Cooper Creek border on Kokanee Provincial Park. What are the setbacks between the logging areas and the Provincial Park? Are they sufficient?
 - What are the required setbacks from the border of a Provincial Park, specifically Kokanee Creek Provincial Park?
- Climate change
 - Changing the impact of different events – ie. Atmospheric River combined with unsustainable logging practices can be more of a problem – are these projections being integrated into the logging plans?
 - Potential Impact on:
 - Property values
 - Water
 - Hydro
 - Infrastructure
 - Landslides
 - Transportation
 - Displaced residents
 - Displaced animals
 - Home insurance
 - Wildfire risk
- RDCK has insurance risks from long term impacts of unsustainable practices especially regarding Alluvial fans and slide hazards
- When the impact of logging on the RDCK is negative, the RDCK ends up picking up the bill regarding emergency management
- High visibility sightscapes in FSP
 - What will be the aesthetic impacts on the community?
- Clearcut Logging
 - Impact on water, creeks and riparian areas
 - Impact on the landscape changing
 - Tree Retention?
 - What should be retained or protected?
 - Is there any selective logging that will happen?
 - Will it all be clear-cut?
 - What is the proposed retention of trees?
 - The habit of clearcutting needs to be revisited. Are targets of 40% retention or more being considered?
- Cumulative impacts of historic logging

- How has the company addressed the historical impact of logging in the area and how this logging will add to future impacts?
- First Nations
 - Have they been adequately contacted and consulted?
- Report looks rudimentary, lacks detailed information but does contain links to other documents, appears to meet only minimal obligations
 - There is not enough information included to give an informed response
- Who is monitoring the outcomes of the FSP? Are there any measurable outcomes, who is measuring and what are the outcomes?
 - Accountability and Compliance
 - Who is ensuring what CCC is compliant or potentially using best practices?
 - If not in compliance what are the resulting fines and are they effective?
 - How is CCC compliance with the FSP confirmed?
- What is the sediment containment plan?
- If the province is developing new forest practices how will this impact this FSP? Will it change as a result with new legislation, or will they be able to operate under old regulations?
- What are the plans for the number of trees harvested and the size of trees harvested?
- CCC's FSP feels like the bare minimum has been met, the APHC would like to see more best practices implemented?
 - Other plans the APHC has received in the past have provided more detail and are more informative (specific detail and impactful), whereas this reads as generic and lacks specificity.
 - Has CCC considered investigating or engagement of best practices? If yes would they consider indicating so in the FSP
- This APHC would echo the Area D APHCs concerns as reported from their October 31, 2022 meeting.

7. PUBLIC TIME

No public was present.

8. NEXT MEETING

The next Electoral Area E Advisory Planning and Heritage Commission meeting is scheduled for November 24, 2022 at 5:00 p.m.

9. ADJOURNMENT

MOVED and seconded,
AND Resolved:

The Electoral Area E Advisory Planning and Heritage Commission meeting be adjourned at 3:23 p.m.

Approved by
Chair Fellowes



REGIONAL DISTRICT OF CENTRAL KOOTENAY
Area A Economic Development Commission
OPEN MEETING MINUTES

Wednesday, November 2, 2022

4:00 p.m. MST

Hybrid Model – In-person and Remote
The Community Corner Centre
15990 Highway 3A, Crawford Bay, BC

COMMISSION MEMBERS PRESENT

Director Jackman	Area A – In-person
Commissioner MacMahon	Kootenay Bay
Commissioner Medhurst	Crawford Bay – Chair – In-person
Commissioner Cullinane	Boswell – In-person
Commissioner Toole	Crawford Bay/Boswell – In-person

COMMISSION MEMBERS ABSENT

Commissioner Bertram	Crawford Bay/Grey Creek
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STAFF PRESENT

Julie Rafuse	Meeting Coordinator
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WEBEX REMOTE MEETING INFO

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m6bea5316596a7697c607ab7938eed45>

Join by Phone:

1-844-426-4405 Canada Toll Free

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

Meeting Number (access code): 2773 063 5332

Meeting Password: R8AmPgXmP47

In-Person Location: The Community Corner Centre
15990 Highway 3A, Crawford Bay, BC

1. CALL TO ORDER

Chair Medhurst called the meeting to order at 4:02 p.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

3. ADOPTION OF AGENDA

Moved and seconded,

And Resolved:

The Agenda for the November 2, 2022 Area A Economic Development Commission meeting, be adopted with Item 5.1 and 5.2 moved to after Item 6.1 due to delegation not being present before circulation.

Carried

4. RECEIPT OF MINUTES

The September 7, 2022 Area A Economic Development Commission minutes, have been received.

5. OLD BUSINESS

ORDER OF AGENDA CHANGED The Order of Business was changed due to delegation not being present for Item 5.1 Kootenay Lake Chamber of Commerce (KLCC) and Item 5.2 East Shore Life Upgrades, with Item 5.3 Kootenay Geothermal Project update considered at this time.

5.3 Kootenay Geothermal Project Update

Commissioner MacMahon provided an update on the Kootenay Geothermal Project. As shared at the September 7, 2022 Area A Economic Development Commission meeting, the geological field work was completed by the end of August including the collection of 20 water samples for geochemical analysis. These samples were analyzed by CARO lab in Kelowna with funding provided by Geoscience BC. There was a delay in getting the funding agreement in place resulting in a delay in getting the lab results which were received just this week and have yet to be evaluated. The Selkirk crew have come over twice completing 100% of the LiDAR survey, however only about 50% of the thermal imaging was completed before the operation was shut down due to snowfall. It remains uncertain if a weather window will open to allow for the remainder of the thermal imaging survey this year and may be deferred until the spring. At this point, the 50% acquired was over the critical hot spring and fault zone targets which may suffice if

the remainder cannot be completed. The Open House that was originally planned for the fall has been postponed until the spring of 2023 when results have been fully integrated and interpreted. Commissioner MacMahon answered the Commission's questions.

5.4 Focus Areas for 2022/2023

The Commission presented ideas on the areas to be supported by the Area A Economic Development Commission for 2022/2023. A summary of the discussion is as follows:

- EastShore.life website: the Area A Economic Development Commission will continue to pursue an update of the EastShore.life website. A meeting needs to be setup with the boards from the Kootenay Lake Chamber of Commerce and the South Kootenay Lake Community Services Society to ask if they are able to provide support. If not, the Area A Economic Development Commission will look for means to contract services directly. Director Jackman will prepare a summary sheet providing a brief history, where expectations for updating the site are as of the present (funds provided to others), what needs to be achieved to update the site, next steps to get to that point.
- East Shore infrastructure upgrades: Commissioner Toole will pursue upgrade of Highway 3 "billboard" signage at pullout south of Highway 3 and 3A junction. Director Jackman will summarize other points where Ministry of Transportation and Infrastructure (Moti) would be involved in future signage upgrades. Leah Kleinhans from the Creston Valley-Kootenay Lake Economic Action Partnership (CV-KL EAP) can be asked to provide support and in particular contacts if wayfinding project within Town of Creston is already in dialogue with Moti.
- Housing: streamlining building permits and consistency in inspections is critical to support needed housing growth (new and renovations). The Kootenay Lake Chamber of Commerce has arranged a forum on the evening of November 14, 2022 at the Boswell Community Hall. Research on local co-op or market housing projects is needed, beginning with potential available land. Commissioner Cullinane will approach Crawford Bay & District Hall & Parks Association (note: Annual General Meeting is on November 23, 2022 at 7:00 p.m.) and volunteer to spearhead the initiative around housing. Commissioner MacMahon expressed interest in following up on "tiny home" opportunities for our area. Director Jackman will ask consultant working on behalf of Town of Creston (WCS Engagement + Planning) and the Regional District of Central Kootenay (M'akola Development Services) for information on typical small town or rural multi-unit developments.
- Invite Leah Kleinhans from the CV-KL EAP to the next Area A Economic Development Commission meeting on January 4, 2023.

6. NEW BUSINESS

6.1 Strategic Direction

The summary document dated October 2022 from Director Jackman re: Area A Economic Development Commission 2017 to 2022 initiatives, has been received.

Director Jackman provided an overview to the Commission regarding the Area A Economic Development Commission 2017 to 2022 initiatives and answered the Commission's questions.

ORDER OF AGENDA Item 5.1 Kootenay Lake Chamber of Commerce and Item 5.2 East Shore Life
RESUMED Upgrades were considered at this time.

5.1 Kootenay Lake Chamber of Commerce
Delegation was not present.

5.2 East Shore Life Upgrades
Delegation was not present.

9. PUBLIC TIME
No public.

10. NEXT MEETING
The next Area A Economic Development Commission meeting is scheduled for January 4, 2023 at 4:00 p.m. MST at Crawford Bay Elementary Secondary School.

11. ADJOURNMENT
Moved and seconded,
And resolved:

The Area A Economic Development Commission meeting be adjourned at 5:48 p.m.

Carried

Digitally approved by

G. Medhurst, Chair



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**Rosebery Parklands and Trails Commission
OPEN MEETING MINUTES**

7:00 p.m.

Thursday, November 3, 2022

Webex

Toll Free Number: 1-844-426-4405

Access Code: 277 215 65237

Meeting Link:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m2d26247575de126dd2ae318f4d0b2729>

COMMISSION MEMBERS

Commissioner R. Allin (Chair)	Area H
Commissioner G. McRae	Area H
Commissioner S. Kipkie	Area H
Commissioner G. Wagner	New Denver
Commissioner M. Koolen	Slocan
Commissioner S. Johnson	Rosebery Parklands Society Rep.
Director Popoff	Electoral Area H
Director Main	Village of Silverton

MEMBERS ABSENT

Commissioner R. Reitmeier	Area H
Commissioner P. Schwartz	Area H
Commissioner H. Hastings	Silverton
Director Fyke	Village of New Denver
Director Lunn	Village of Slocan

STAFF

Cary Gaynor	Regional Parks Manager
Jeff Phillips	Regional Parks Operations Supervisor - Absent

1. CALL TO ORDER

Chair R. Allin called the meeting to order at 7:05p.m.

2. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The Agenda for the November 3, 2022 Rosebery Parklands and Trails Commission meeting, be adopted as circulated.

Carried

3. RECEIPT OF MINUTES

The June, 2022 Rosebery Parklands and Trails Commission minutes, have been received.

4. DELEGATE

There are no delegates scheduled for this meeting.

5. STAFF REPORTS

5.1 Galena Trail and Rosebery Parklands Operation Review

Cary Gaynor, Regional Parks Manager, provided the Commission with a verbal summary of work done in 2022. Agreed that staff did an excellent job.

COMMISSIONER PRESENT: Commissioner Koolen joined the meeting at 7:10 p.m.

6. NEW BUSINESS

6.1 Preparation of Workplan and Budget for 2023

Chair Allin and Cary Gaynor led a discussion on preparation of the workplan and the budget for 2023. A working group of Commissioner's will work with staff. Commissioner Koolen and Commissioner Kipkie volunteered. Cary will inform Jeff Phillips of this upon his return to work, and together they will work up a draft workplan and budget. Cary will send the draft budget Commission members before January 2023 meeting.

COMMISSIONER PRESENT: Director Main joined the meeting at 7:16 p.m.

7. OLD BUSINESS

7.1 Return to public meetings and location.

J. Chapman was to confirm with the Village of New Denver regarding the use of Knox Hall. In her absence M. Loutit to confirm use of Knox Hall for next meeting in 2023.

7.2 Commissioner Johnson's update on Parkland's boat sign.

Commissioner Johnson provided a verbal update on the Parkland's boat sign. The Rosebery Parklands Development Society paid for a 12X18 sign. Staff at RDCK to design and install the sign. New Communications staff person coming soon.

8. PUBLIC TIME

The Chair called for questions from the public at 7:35p.m. There were no members of the public or media present at this Commission Meeting.

9. NEXT MEETING

The next Rosebery Parklands and Trails Commission meeting is proposed to be scheduled for January 12, 2023 at 7:00 p.m.

10. **ADJOURNMENT**

MOVED and seconded,
AND Resolved:

The Rosebery Parklands and Trails Commission meeting be adjourned at 7:40p.m.

Carried

Approved by

R. Allin, Chair



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**RIONDEL COMMISSION OF MANAGEMENT
OPEN MEETING MINUTES**

7:00 PM

November 1, 2022

IN-PERSON MEETING LOCATION FOR HYBRID MEETING MODEL

The following location has been determined to hold the in-person meetings for Riondel Commission of Management:

Location Name: Riondel Community Centre, Commission Office, Room #6

Location Address: 1511 Eastman Ave., Riondel BC

The facility listed above will be able to accommodate the remote requirements for the meeting.

Meeting Link:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=med1bf35e6d404e1164dd782af45e7346>

Toll Free number: 1-844-426-4405

Meeting Number (access code): 2461 031 5454

COMMISSION/COMMITTEE MEMBERS

Commissioner Panio	Riondel	In-person
Commissioner Anderson	Riondel	In-person
Commissioner Wallace	Riondel	In-person
Commissioner Donald	Riondel	In-person
Commissioner Wilkinson	Riondel	In-person
Commissioner Jackman	Director – Electoral Area A	In-person

MEMBERS ABSENT

STAFF

Lindsay MacPhee Administrative Assistant - Meeting Coordinator

6 out of 6 voting Commission members were present – quorum was met.

1. CALL TO ORDER

Chair Panio called the meeting to order at 7:00 p.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

3. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The Agenda for the November 1, 2022 Riondel Commission of Management meeting, be adopted with the inclusion of items 8.5 Riondel Curling Club Request for Auditorium Donation, 8.6 Helping Hands Day, 8.7 Curling Club Roof, 8.9 Community Centre Basement Heating, 8.10 Social Media Stipend, and 9. Correspondence.

Carried

4. RECEIPT OF MINUTES

The October 4, 2022 Riondel Commission of Management minutes, have been received.

5. DELEGATE

Mike Barradell-Smith, of the East Shore Shed group, provided the Commission with a verbal report regarding Commission support to install a heating system in the basement for winter use using grant funds available. A discussion followed on heating options and available electrical supply and distribution.

6. PUBLIC TIME

The Chair called for questions from the public at 7:18 p.m.

A property owner inquired as to when Fortis is set to roll back their two-tier rate structure and return to single tier rates. Director Jackman will contact Fortis to inquire when the next five-year review will take place.

7. OLD BUSINESS

7.1 Riondel Commission of Management – Commission Appointments

CALL FOR NOMINATIONS

Chair Panio will call for nominations 3 times.

Commissioner Wallace will not renew his term.

MOVED and Seconded,

And Resolved, that it be recommended to the Board:

That the Board appoint the following individuals to the Riondel Commission of Management for a term to end December 31, 2024:

Jim Donald

Riondel

Carried

The Commission will have a table at the Riondel Craft Fair on December 10, 2022 to engage the community and advertise the search for new Commissioners.

7.2 Riondel Community Centre Roof

Chair Panio provided the Commission with a verbal update regarding the progress on the Riondel Community Centre Roofing plans, including that the architect has recommended that a structural engineer review the proposed changes in insulation with regards to potential increase in snow load on the roof..

MOVED and Seconded,
And Resolved that:

The Riondel Community Centre roof will be replaced to existing standards and plans will proceed with the membrane replacement and related work, while insulation upgrades will be deferred to a future phase of work.

Carried

7.2 East Shore Shed Update

Chair Panio provided the Commission with a verbal update regarding the activities of the East Shore Shed group. Refer to delegate, item 5.

7.3 Search for New Commissioners

Chair Panio provided the Commission with a verbal update regarding the search for new Commissioners, including that an advertisement for Commissioners has been drafted and posted within the community and that a representative of the Commission will also attend the Riondel Christmas Craft Fair on December 10, 2023.

7.4 Riondel Facebook Page

Chair Panio provided the Commission with a verbal update regarding raising awareness of the Riondel Facebook Page, including that Maintenance Assistant, Evan Salmon, has been managing the Riondel Facebook page. This work is of value to the community and it is worthwhile offering Evan remuneration for his time and effort. Chair Panio will talk with Joe Chirico about the nature of the work and discuss payment of a stipend.

7.5 BC Elections

Chair Panio provided the Commission with a verbal update regarding the recent municipal elections, including that the elections went smoothly and there was a 25% voter turnout.

7.6 Attendant's Shed at Recycling Station

Chair Panio provided the Commission with a verbal update regarding the activities at the recycling station, including that Chair Panio confirmed with the attendant that the shed is useful and he is happy to manage items left. Tip-it has changed their pick-ups and the bins have been filling up, with some refuse being stored in the recycling c-can. Chair Panio will notify Travis Barrington, Resource Recovery Technician.

7.6 Community Centre Electrical Work

Chair Panio provided the Commission with a verbal update regarding the electrical work needed in the Riondel Community Centre, including that Brandon Turlock will be working on the ventilation beneath the auditorium and an external outlet will also be installed on the wall outside the Commission office.

7.7 Circle of Friends Rental

Chair Panio provided the Commission with a verbal update regarding recent interests in renting the Circle of Friends building, including that one section of the building will be rented out for business and Don Horvath will modify the plumbing as needed to isolate the water system for that section of the building.

7.8 Basement Window Repairs and Upgrades

Chair Panio provided the Commission with a verbal update regarding repairs and upgrades to basement windows in the Riondel Community Centre, including that Evan has fixed everything that has been broken inside and outside the building with only a small amount of painting left to be done before the window grills go up.

8. NEW BUSINESS

8.1 Recycling Staffing

Chair Panio reminded the Commissioners that in the past the Commission has promised to open and close Tip-it bins on holidays when no regular attendant is on hand. This is a voluntary service, and can be revisited at any time.

8.2 Bulletin Board Complaint Notice

Chair Panio provided the Commission with a verbal report regarding a recent complaint about the Commission of Management, including that two anonymous notes were posted, one regarding the Commission and a second regarding the shooting of bears within Riondel town limits. Chair Panio will contact the Conservation Officer regarding the concerns expressed in the second notice.

8.3 Remembrance Day Ceremony

Chair Panio provided the Commission with a verbal report regarding the upcoming Remembrance Day Ceremony, including that there will be no ceremony this year due to lack of volunteer organizers.

8.4 Electronic Notice Board

Chair Panio provided the Commission with a verbal report regarding an electronic notice board for displaying community activities, including that an electronic scrolling sign has been offered to the Commission if it is found suitable for our purposes.

8.5 Riondel Curling Club Request for Auditorium Donation

Commissioner Anderson provided the Commission with a verbal report regarding the Riondel Curling Club's request for the donation of the auditorium to hold a fundraising event, including that the Commission approve the Riondel Curling Club's request that use of the auditorium and the kitchen be donated for the November 26, 2022 spaghetti dinner fundraiser.

8.6 Helping Hands Day

Chair Panio provided the Commission with a verbal report regarding the upcoming Helping Hands initiative, including that volunteers are needed this fall to assist seniors with yard work and other tasks.

8.7 Curling Club Roof

Chair Panio provided the Commission with a verbal report regarding the Curling Club lounge roof, including that the roof is leaking and the Curling Club is asking the Commission for the Maintenance Assistant to take a look and see if there is a suitable temporary fix that can be applied. Commissioner Anderson will talk to Maintenance Assistant Evan Salmon about the roof.

8.9 Community Centre Basement Heating

Chair Panio provided the Commission with a verbal report regarding heating the Riondel Community Centre basement. Refer to delegate, item 5.

MOVED, and Seconded,
AND Resolved, that it be recommended to the Board:

That the Regional District of Central Kootenay support the East Shore Shed group's efforts to install an efficient heat source for their workspace in the Riondel Community Centre basement.

Carried

8.10 Social Media Stipend

Chair Panio provided the Commission with a verbal report regarding social media advertising for community events. Refer to item 7.4, Riondel Facebook Page.

9. CORRESPONDENCE

The letter dated October 27, 2022 from Jessica Hagen, regarding a request for support of a youth sports program in Riondel, has been received.

A discussion followed with the Commission approving support for more youth programming, and noting that the existing East Shore Youth Group has an ample budget from Columbia Basin Trust which could support any programs that the community wants for children, and staff can help with programming and safety checks regarding working with children, such as police record checks.

10. AREA A DIRECTOR'S REPORT

Director Jackman provided the Commission with a verbal report, including that the utilities water and drainage board meeting is coming up and under bylaw 2870 the Riondel drainage service will be established under its own bylaw, but lacks clarity on ownership and responsibility. Director Jackman will make a recommendation to accept the bylaw with the caveat that there is an advisory body that can liaise with staff regarding drainage concerns and decisions. Director Jackman is asking for public input on all services to help identify any areas of concern. The Riondel Commission of Management will host a town hall meeting on December 6, 2022 at 7:00 pm to give the community an opportunity to provide this input. The Commission will invite Area

Manager for Yellowhead Road and Bridge to attend and discuss winter operations and preparations.

11. FINANCIAL REPORTS

The Revenue and Expense Report for October 2022, and Service Statements for September 2022 have been received, notable items include the \$1,000 in refuse revenue, and the hot water tank installation came in under budget at \$1,700.

12. PUBLIC TIME

The Chair will call for questions from the public at 8:56 p.m.

A property owner requested information on the capacity of the Riondel water system. Director Jackman will distribute information on the water system connections to the Commission.

13. NEXT MEETING

The next Riondel Commission of Management meeting is scheduled for December 6, 2022 at 6:00 pm.

14. ADJOURNMENT

MOVED and seconded,
AND Resolved:

The Riondel Commission of Management meeting be adjourned at 9:00 pm.

Carried

Approved by
Chair Panio



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**Recreation Commission No. 10
OPEN MEETING AGENDA**

7:00 p.m.

Thursday, October 27, 2022

Held by remote meeting due to Novel Coronavirus 2019 (COVID-19)

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m37187c589526aed80e497c6f2272f205>

Join by Phone: 1-844-426-4405 Canada Toll Free Or +1-604-449-3026 Canada Toll (Vancouver)

Meeting Number (access code): 277 377 85369

Meeting Password: PkR6GGthB53

In-Person Location: Held by remote meeting until further notice

COMMISSION MEMBERS

Commissioner Palfenier (Chair)	Procter Area
Commissioner Schmidt	At large
Commissioner Trenaman	School District #8
Commissioner Sholz	Balfour Recreation Commission
Commissioner Gray	Balfour & District Business/Historic Association - Alternate
Director Faust	Director, Area E

MEMBERS ABSENT

Commissioner Norris	Procter Community Society
Commissioner Hide	Queens Bay
Commissioner MacPherson	Harrop & District Community Center

STAFF

Joe Chirico	General Manager of Community Services
Rebecca Scheller	Rural & Outdoor Supervisor/Rural Programmer
Melanie Loutit	Meeting Coordinator

5 out of 8 voting Commission members were present – quorum was met.

1. CALL TO ORDER

Chair Palfenier called the meeting to order at 7:04 p.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

3. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

The agenda for the October 27, 2022 Recreation Commission No. 10 meeting be adopted as circulated.

Carried

4. RECEIPT OF MINUTES

The April 28, 2022 Recreation Commission No. 10 minutes, have been received.

5. INTRODUCTIONS

Joe Chirico introduced Rebecca Scheller Rural & Outdoor Supervisor/Rural Programmer and Melanie Loutit the new Administrative Coordinator filling in for Jenna Chapman.

6. COMMISSIONER APPOINTMENTS

6.1 RESIGNATION

Lisa Norris has resigned from her role as Commissioner in Recreation Commission No. 10.

MOVED and seconded,
AND Resolved that it be recommended to the Board;

That the Board appoint the following individual(s) to the Recreation Commission No. 10 for a term to end December 31, 2024:

Margaret Gray – Balfour & District Business & Historical Association

And further, the Board send a letter to outgoing member Lisa Norris thanking her for her service.

Carried

7. FALL 2022 GRANTS

The following fall grant applications were received for Service S279 Recreation Commission No. 10 – Area E.

Fall 2022 Grant Applications

Organization	Amount
Balfour Recreation Commission	\$926
Balfour Recreation Commission	\$1,000
Balfour Senior Citizens Association Branch # 120	\$1,109
Kootenay Swim Club	\$1,000
Nelson Reflections Artistic Swimming	\$2,000
Procter Community Society	\$1,000
Redfish Elementary School PAC	\$1,500

MOVED and seconded,
 AND Resolved that it be recommended to the Board:

That the Board approve payment of the following grants from the Service S279 Recreation Commission No. 10 – Area E:

Organization	Amount
Balfour Recreation Commission	\$926
Balfour Senior Citizens Association Branch # 120	\$1,109
Nelson Reflections Artistic Swimming	\$1,000
Procter Community Society	\$1,000
Redfish Elementary School PAC	\$1,500
Total	\$5,535

Carried

Commissioner asked General Manager, Joe Chirico, how does service change now that AAP has passed and the service funded through taxation. We still develop budget and the Board still approves the budget. Commission Chair and Joe should meet with Director elect Graham to discuss next best date for Recreation Commission 10 meeting.

8. PUBLIC TIME

No public were present at the meeting.

9. NEXT MEETING

The next Recreation Commission 10 meeting will be in 2023 when the new meeting schedule is determined.

10. ADJOURNMENT

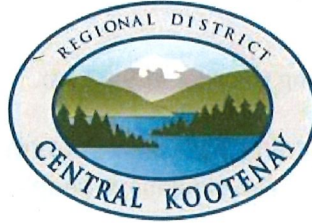
MOVED and seconded,
 AND Resolved:

The Recreation Commission No. 10 meeting be adjourned at 9:10p.m.

Approved by

Chair, K. Palfenier

Carried



Water Services Committee Open Meeting **MINUTES**

A Water Services Committee meeting was held on Wednesday, November 2, 2022 at 9:00 am (PST) by remote meeting due to Novel Coronavirus 2019 (COVID-19).

ELECTED OFFICIALS: PRESENT	Director G. Jackman	Area A (Chair)	In-person
	Director T. Wall	Area B	
	Director A. Casemore	Area C	
	Director A. Watson	Area D	In-person
	Director R. Faust	Area E	
	Director T. Newell	Area F	
	Director H. Cunningham	Area G	
	Director W. Popoff	Area H	
	Director R. Smith	Area J	
	Director P. Peterson	Area K	
	Councillor J. Elford	Town of Creston	

STAFF PRESENT:	S. Horn	Chief Administrative Officer
	U. Wolf	General Manager of Environmental Services
	J. McDiarmid	Utility Services Manager
	A. Divlakovski	Water Operations Manager
	S. Eckman	Meeting 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 (hybrid model).

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m53c1bac9aad02fa3f08b77cbcdf4b93>

Join by Phone:

1-844-426-4405 Canada Toll Free

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

Meeting Number (access code): 2469 121 8403

Meeting Password: TvJaWsG5q23

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

2. CALL TO ORDER & WELCOME

Director Jackman called the meeting to order at 9:02 am.

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 November 2, 2022 Water Services Committee meeting be adopted as circulated.

Carried

2.3 RECEIPT OF MINUTES

The September 7, 2022 Water Services Committee minutes, have been received.

3. STAFF REPORTS

3.1 WATER OPERATIONS AND CAPITAL PROJECTS UPDATE

The October 26, 2022 Committee Report from Alex Divlakovski, Water Operations Manager, providing an update to the Committee and highlight the larger maintenance and capital projects completed to date in 2022, has been received.

3.2 WATER QUALITY QUARTERLY REPORT

The October 6, 2022 Committee Report by Nathalie Nick, Environmental Coordinator, Utility Services, summarizing water advisories issued from August 1, 2022 to October 31, 2022 for water systems operated by the Regional District, has been received.

4. WATER RATES – NON-PROFIT ORGANIZATIONS

The October 28, 2022 Committee Report from Jason McDiarmid, Utility Services Manager, seeking direction on how to manage proposed Balfour metered rates for non-profit organizations, has been received.

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

That the Regional District Water Services Committee recommends that the Board direct staff in 2023 to draft a Board Policy for Regional District water systems non-profit rates for consideration by the Water Services Committee and the Board.

Carried

RECESS/RECONVENE

Meeting recessed from 9:55 am for a break and reconvened at 10:04 am.

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

That the Board recommend that the Water Services Committee staff create procedures, criteria and approval process for non-profit rates for the Balfour Water System for the 2023 budget year.

Carried

5. RIONDEL DRAINAGE DRAFT BYLAW

The October 26, 2022 Committee Report from Jason McDiarmid, Utility Services Manager, seeking approval to adopt Regional District of Central Kootenay Drainage Bylaw No. 2870, has been received.

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

That the Regional District of Central Kootenay Drainage Bylaw No. 2870, 2022 be read a first and second time by content.

Carried

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

That the Board direct Staff to draft a Memorandum of Understanding with the Ministry of Transportation and Infrastructure to establish the infrastructure and associated map of RDCK owned assets within the Riondel Drainage service area for consideration by the Board.

Carried

6. SEPTEMBER 2022 UTILITY SERVICES FINANCIAL STATEMENTS

The following documents have been received:

- a. September 2022 Summary of Utility Services Financial Statements Budget & Expenditures to Date
- b. Utility Services Budget & Operating Expenditures to September 2022

DIRECTOR ABSENT

Director Wall left the meeting at 10:44 am.

7. FUTURE AGENDA ITEMS

1. Decommissioning of Asbestos Cement Pipe Policy
2. Drinking Water Systems Pathogen Risk Water Quality Management Policy
3. Community Advisory Committee Bylaw
4. Arrow Creek Water System Governance Review – Arrow Commission Establishment Bylaw Update
5. WaterSmart Program Plan

8. 2023 MEETING SCHEDULE

2023 Meeting schedule is proposed below. Dates will be ratified as part of the overall 2023 RDCK Board/Committee meeting calendar.

- February 1, 2023
- April 5, 2023
- June 7, 2023
- August 2, 2023
- October 4, 2023
- December 6, 2023

9. PUBLIC TIME


The Chair called for questions from the public and members of the media at 11:14 am (PST).

10. ADJOURNMENT

Moved and Seconded,
And Resolved:

The November 2, 2022 Water Services Committee meeting be at 11:25 am (PST).

Approved by


Director Jackman
Chair, Water Services Committee
November 2, 2022 meeting

BOARD RECOMMENDATIONS AS ADOPTED AT THE NOVEMBER 2, 2022 WATER SERVICES COMMITTEE MEETING

RECOMMENDATION #1

That the Regional District Water Services Committee recommends that the Board direct staff in 2023 to draft a Board Policy for Regional District water systems non-profit rates for consideration by the Water Services Committee and the Board.

RECOMMENDATION #2

That the Board recommend that the Water Services Committee staff create procedures, criteria and approval process for non-profit rates for the Balfour Water System for the 2023 budget year.

RECOMMENDATION #3

That the Regional District of Central Kootenay Drainage Bylaw No. 2870, 2022 be read a first and second time by content.

RECOMMENDATION #4

That the Board direct Staff to draft a Memorandum of Understanding with the Ministry of Transportation and Infrastructure to establish the infrastructure and associated map of RDCK owned assets within the Rondel Drainage service area for consideration by the Board.

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Drainage Bylaw No. 2870

A Bylaw to regulate and manage Regional District of Central Kootenay Drainage Systems.

WHEREAS the Regional District owns the Drainage-Area A (Riondel) service as established by *Portion of Electoral Area A (Riondel) Water Diversion System Local Service Area Establishment Bylaw No. 1386, 1999*;

AND WHEREAS there is a need to manage and regulate Drainage-Area A (Riondel) service and any future drainage services;

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

APPLICATION

- 1 This Bylaw is applicable to the Drainage System as defined by *Portion of Electoral Area A (Riondel) Water Diversion System Local Service Area Establishment Bylaw No. 1386, 1999* of the Regional District of Central Kootenay.

DEFINITIONS

- 2 In this bylaw:

Approval means approved by the Manager.

Board means the Regional District of Central Kootenay Board of Directors.

Designated Officer means an employee of the Regional District or an authorized representative as designated in writing by the Manager.

Drainage System means all Regional District owned drainage assets like storm sewers, drainage treatment works, pump stations, storage facilities, Drainage Access Chambers, catch basins, drainage inlets, discharge structures, and erosion and sedimentation control works.

Groundwater means water below the ground surface.

Manager means the Regional District of Central Kootenay General Manager of Environmental Services, the Water Operations Manager, Utility Services Manager or designate.

Owner has the same meaning as in the *British Columbia Land Title Act* and *Manufactured Home Act*.

Owner Drainage Connection means the Stormwater or Groundwater drainage connection owned by the Owner and connected to the Drainage System.

Prohibited Discharge means a discharge to the Drainage System prohibited by this Bylaw.

Property means land and improvements.

Regional District of Central Kootenay or Regional District or District means the Regional District of Central Kootenay, as described under the British Columbia Local Government Act with offices located at 202 Lakeside Drive, Nelson, BC V1L 5R4, Phone: 250-352-6665 or toll free number 1-800-268-7325 and Fax: 250-352-9300.

Stormwater means water that originates from precipitation, including rain and meltwater from snow, hail and ice.

ADMINISTRATION

- 3** (1) The Manager is hereby authorized and directed to have general management over the administration, operation, maintenance, repair, replacement and upgrade of Regional District of Central Kootenay Drainage Systems within financial provisions set out by Board adopted financial plans, and to see that the provisions of this Bylaw are carried out.
- (2) The Manager shall have the power to appoint Designated Officers for the purpose of effectually carrying out the provisions of this Bylaw, and wherever the Manager is authorized or directed to perform any act or duty under this Bylaw, such act or duty may be performed by any Designated Officer authorized by the Manager to perform such act or duty.

LIABILITY

- 4** (1) Nothing contained in this Bylaw shall be construed to impose any liability on the Regional District to service any person or Property or to provide adequate discharge drainage capacity from any Property.
- (2) The Regional District shall not be liable for the failure of the Drainage System in consequence of any accident or damage to the Drainage System, or any interruption of service.

DRAINAGE TAXES

- 5** (1) Drainage taxes are levied and administered by a separate bylaw.

DRAINAGE SYSTEM CONNECTIONS

- 6** (1) No Owner Drainage Connections are permitted.
- (2) If it becomes necessary for the Regional District to remove any Owner Drainage Connections on public property, the costs incurred shall be the responsibility of the Owner.

DRAINAGE SYSTEM OPERATION

- 7**
- (1) No person, except a Designated Officer, or authorized contractor of the Regional District shall operate, maintain, inspect or enter into the Drainage System, without written Approval of the Manager.
 - (2) No person, except a Designated Officer, or authorized contractor of the Regional District shall make any additions or alterations to the Drainage System without written Approval of the Manager.
 - (3) No person shall destroy, injure or tamper with the Drainage System.
 - (4) No person shall bury, cover or obstruct, at any time or in any manner, the access to or flow of Stormwater to any access chamber, catch basin, or other drainage system inlet, unless attempting to prevent or mitigate a Prohibited Discharge.
 - (5) No public notice is required for operation, maintenance and repair of the Drainage System, unless reasonable public access might be impaired, then at least 48 hours' notice is required.

DRAINAGE SYSTEM PROHIBITED DISCHARGE

- 8**
- (1) No person shall discharge or allow or cause to be discharged into a Drainage System any substance except Stormwater, Groundwater and water resulting from the provision of Regional District or Provincial services such as street flushing and sweeping, water line flushing and fire extinguishing activities.
 - (2) No person shall discharge or permit to be discharged into the Drainage System any substance, either directly or indirectly, at concentration levels that would not be permitted to be discharged to watercourses under Provincial or Federal legislation, including but not limited to:
 - (a) Suspended solids;
 - (b) Organic matter;
 - (c) Wastewater;
 - (d) Hydrocarbons;
 - (e) Chemicals;
 - (f) Minerals;
 - (g) Medical waste;
 - (h) Pesticides, insecticides, herbicides or fungicides;
 - (i) Corrosive substances;
 - (j) Radioactive material;
 - (k) Bacteria and pathogeons;
 - (l) Animal processing waste;
 - (m) Waste vegetation; or
 - (n) Concrete, cement, lime or mortar.
 - (3) No person shall dilute prohibited substances before discharge to the Drainage System for the purpose of avoiding the requirements of this Bylaw, or Provincial or Federal legislation.

- (2) No person shall discharge or permit to be discharged into the Drainage System any solid materials, either directly or indirectly, that may obstruct Drainage System flow or result in deposition of the solid material to a watercourse, including but not limited to:
 - (a) Paper,
 - (b) Plastics,
 - (c) Metals,
 - (d) Foams products,
 - (e) Glass,
 - (f) Sand, soil, and gravel;
 - (g) Wood waste; or
 - (h) Lawn and garden waste.

PROHIBITED DISCHARGE REMEDIAL ACTIONS AND REPORTING

- 9 (1) The person who caused a prohibited discharge or the person who's actions or inactions resulted in a prohibited discharge shall, as soon as the person becomes aware or ought to have become aware of the prohibited discharge, shall take all reasonable measures to:
 - (a) Confine, remedy and repair the effects of the discharged matter;
 - (b) Remove and dispose of the matter in such a manner as to effect the maximum protection to public and aquatic health, Drainage System or watercourse.
- (2) Any person responsible for discharge of prohibited substances into the Drainage System, whether accidental or otherwise, shall report the discharge to the Manager and other applicable Provincial or Federal authorities, as soon as reasonably possible.

RECOVERY OF COSTS FOR DAMAGE TO THE DRAINAGE SYSTEM OR DISCHARGE OF PROHIBITED SUBSTANCES

- 10 (1) Where any person contravenes any provision of this Bylaw and thereby causes damage to the drainage system, or is responsible for a prohibited discharge, such person shall be liable to the Regional District for all costs incurred in making repairs, taking remedial action or payment of any fines.
- (2) If such costs are not paid forthwith after demand, the Regional District may recover the same by action in any court of competent jurisdiction.

OFFENCES AND PENALTIES

- 11 (1) Any person who contravenes this Bylaw or other requirements made or imposed under this Bylaw or amendments thereto is guilty of an offence and is liable to a fine not exceeding \$2,000.
- (2) Where an offence is committed or continues for more than one day, a person shall be deemed to have committed separate offences for each day on or during which an offence occurs or continues, and separate fines, each not exceeding \$2,000, may be imposed for each day on or during which an offence occurs or continues.
- (3) Nothing in this Bylaw shall restrict the Regional District of Central Kootenay from utilizing any other remedy that would otherwise be available to the Regional District of Central Kootenay at law.

CITATION

12 This Bylaw may be cited as **“Regional District of Central Kootenay Drainage Bylaw No. 2870, 2022.”**

READ A FIRST TIME this [Date] day of [Month] , 2022.

READ A SECOND TIME this [Date] day of [Month] , 2022.

READ A THIRD TIME this [Date] day of [Month] , 2022.

ADOPTED by an affirmative vote of at least 2/3 of the votes cast this [Date] day of [Month], 2022.

[Name of Board Chair], Board Chair

Mike Morrison, Corporate Officer

Angela Lund

From: Nicole Brown
Sent: November 8, 2022 9:35 AM
To: Angela Lund
Cc: Tracey Butler
Subject: RDCK appointments

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Hi Angela,

Below are the resolutions for appointments to the RDCK from the Council Meeting last night.

1. THAT Mayor McFaddin be appointed as Director to the Board of the Regional District of Central Kootenay for the four-year term ending November 30, 2026.
2. THAT Councillor Bogle be appointed as Alternate Director to the Regional District of Central Kootenay for the four-year term ending November 30, 2026.
3. THAT in addition to Mayor McFaddin, as the City of Castlegar's Regional District appointee, Councillor Heaton-Sherstobitoff and Councillor Bogle be appointed to the Castlegar and District Recreation Commission for the four-year term ending November 30, 2026.
4. THAT Councillor Heaton-Sherstobitoff be appointed as the City of Castlegar representative to the West Kootenay Boundary Regional Hospital District Board for the four-year term ending November 30, 2026.

Thank you.


Nicole Brown

Manager of Corporate Services

Direct 250 365 8953 | **Cell** 250 365 9878

City Hall - 460 Columbia Ave., Castlegar, BC V1N 1G7
info@castlegar.ca | Tel: 250 365 7227

CASTLEGAR

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 [CityofCastlegar](https://www.facebook.com/CityofCastlegar)



TOWN OF CRESTON
 PO Box 1339, 238-10th Avenue North, Creston, BC V0B 1G0
 Phone: 250-428-2214 * Fax: 250-428-9164
 email: info@creston.ca



File: 0400-40-01

November 9, 2022

Via Email: alund@rdck.bc.ca

Angela Lund
 Deputy Corporate Officer
 202 Lakeside Drive
 Nelson, BC

Dear Angela Lund:

Re: Town of Creston Council Appointment – Regional District of Central Kootenay Board of Directors

At the Town of Creston’s Inaugural Meeting, held November 8, 2022, Council appointed the representatives noted below to the Regional District of Central Kootenay Board of Directors, Creston Valley Services Committee, Resource Recovery Commission and Arrow Creek Water Treatment and Supply Commission.

Resolution #: 437-22

THAT Council ADOPTS the updated Town of Creston 2022 Council Board, Committee and Commission Appointments as follows:

Regional District of Central Kootenay:

Director.....Mayor DeBoon
 Alternate Director.....Councillor Elford

Creston Valley Services Committee

Representative.....Mayor DeBoon
 AlternateCouncillor Elford

Resource Recovery Commission

Representative.....Mayor DeBoon
 AlternateCouncillor Mondia

Arrow Creek Water Treatment and Supply Commission

Representative.....Councillor Elford
 AlternateCouncillor Mondia

MOTION CARRIED

The contact information for the appointed elected officials follows:

Mayor DeBoon	Arnold.DeBoon@creston.ca
Councillor Elford	Jim.Elford@creston.ca
Councillor Mondia	Anthony.Mondia@creston.ca

If you have any questions regarding this matter, please do not hesitate to contact me at kirsten.dunbar@creston.ca or by phone 250 428-2214 (210).

Yours truly,

Kirsten Dunbar

Kirsten Dunbar
Corporate Officer
c: Mayor DeBoon
Councillor Elford
Councillor Mondia

Angela Lund

From: Catherine Allaway <allaway@kaslo.ca>
Sent: November 2, 2022 5:02 PM
To: Mike Morrison <MMorrison@rdck.bc.ca>
Subject: Kaslo RDCK & WKBRHD Board appointments

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Hi Mike,

The Village of Kaslo held their Inaugural Meeting last night and the following resolutions were adopted regarding Board appointments:

Regional District of Central Kootenay

337/2022 Moved, seconded and CARRIED

THAT Mayor Suzan Hewat be appointed to represent the Village of Kaslo on the Regional District of Central Kootenay Board of Directors, and;

THAT Councillor Robert Lang be appointed as the Village of Kaslo's alternate representative to the Regional District of Central Kootenay Board of Directors.

West Kootenay Boundary Regional Hospital District

338/2022 Moved, seconded and CARRIED

THAT Mayor Suzan Hewat be appointed to represent the Village of Kaslo on the West Kootenay Boundary Regional Hospital District Board of Directors, with Councillor Robert Lang serving as the alternate appointee.

Let me know if you need something more formal 😊

Catherine



Catherine Allaway
Corporate Officer
Village of Kaslo
250-353-2311 x105



THE VILLAGE OF
N A K U S P

Village of Nakusp

RESOLUTION NO. R282/22

Recommendation(s):

THAT Councillor McLaren-Caux be appointed as the RDCK Municipal Director, and Mayor Zeleznik appointed as the Alternate RDCK Municipal Director for the 2022-2026 Council term.

Carried

Signature

Angela Lund

To: Gabriel Bouvet-Boisclair
Subject: RE: RDCK Director Appointments

From: Gabriel Bouvet-Boisclair <dco@nelson.ca>
Sent: November 9, 2022 9:20 AM
To: Angela Lund <ALund@rdck.bc.ca>
Cc: Sarah Winton <SWinton@nelson.ca>
Subject: RE: RDCK Director Appointments

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Hi Angela,

Last night at Council's Inaugural Meeting, Council passed the following resolution:

THAT Council appoints Keith Page as the City of Nelson Municipal Director to the Regional District of Central Kootenay Board of Directors;

AND FURTHER THAT Council appoints Rik Logtenberg as the City of Nelson Alternate Director to the Regional District of Central Kootenay Board of Directors.

Thanks,

Gabe



NEW DENVER VILLAGE

115 Slocan Avenue , New Denver , BC , V0G 1S0

Tel: 250 358 2316

<https://newdenver.ca/>

November 7, 2022

RESOLUTION

Resolution # 2022-0218

Agenda Item # 5.1 Inaugural Meeting

Moved By : John Fyke

Seconded By : Casey Law

That Mayor Casley be appointed as the Regional District of Central Kootenay Director for the Village of New Denver.

Carried

This is a certified and true copy of a resolution passed by the Village of New Denver.

A handwritten signature in blue ink, appearing to be "Lisa Scott", is written over a horizontal line.

Lisa Scott, Corporate Officer



NEW DENVER VILLAGE
115 Slocan Avenue , New Denver , BC , V0G 1S0
Tel: 250 358 2316
<https://newdenver.ca/>

November 7, 2022

RESOLUTION

Resolution # 2022-0219

Agenda Item # 5.2 Inaugural Meeting

Moved By : Colin Moss

Seconded By : Casey Law

That Councillor Fyke be appointed as the Regional District of Central Kootenay Alternate Director or the Village of New Denver.

Carried

This is a certified and true copy of a resolution passed by the Village of New Denver.

A handwritten signature in blue ink, appearing to be "Lisa Scott", is written over a horizontal line.

Lisa Scott, Corporate Officer



NEW DENVER VILLAGE
115 Slocan Avenue , New Denver , BC , V0G 1S0
Tel: 250 358 2316
<https://newdenver.ca/>

November 7, 2022

RESOLUTION

Resolution # 2022-0222

Agenda Item # 5.5 Inaugural Meeting

Moved By : Danika Hammond

Seconded By : Colin Moss

That Councillor Law be appointed as the Recreation Commission #6 Council Representative for the Village of New Denver.

Carried

This is a certified and true copy of a resolution passed by the Village of New Denver.

A handwritten signature in blue ink, appearing to be "Lisa Scott", is written over a horizontal line.

Lisa Scott, Corporate Officer



NEW DENVER VILLAGE
115 Slocan Avenue , New Denver , BC , V0G 1S0
Tel: 250 358 2316
<https://newdenver.ca/>

November 7, 2022

RESOLUTION

Resolution # 2022-0223

Agenda Item # 5.6 Inaugural Meeting

Moved By : John Fyke

Seconded By : Casey Law

That Councillor Moss be appointed as the Recreation Commission #6 Alternate Council Representative for the Village of New Denver.

Carried

This is a certified and true copy of a resolution passed by the Village of New Denver.

A handwritten signature in blue ink, appearing to be "Lisa Scott", is written over a horizontal line.

Lisa Scott, Corporate Officer



NEW DENVER VILLAGE
115 Slocan Avenue , New Denver , BC , V0G 1S0
Tel: 250 358 2316
<https://newdenver.ca/>

November 7, 2022

RESOLUTION

Resolution # 2022-0226

Agenda Item # 5.9 Inaugural Meeting

Moved By : Danika Hammond

Seconded By : John Fyke

That Councillor Law be appointed as the Village of New Denver representative to Rosebery Parklands & Trails Commission.

Carried

This is a certified and true copy of a resolution passed by the Village of New Denver.

A handwritten signature in blue ink, appearing to be "Lisa Scott", is written over a horizontal line.

Lisa Scott, Corporate Officer



NEW DENVER VILLAGE

115 Slocan Avenue , New Denver , BC , V0G 1S0
Tel: 250 358 2316
<https://newdenver.ca/>

November 7, 2022

RESOLUTION

Resolution # 2022-0227

Agenda Item # 5.10 Inaugural Meeting

Moved By : Casey Law

Seconded By : John Fyke

That Councillor Hammond be appointed as the Village of New Denver alternate representative to Rosebery Parklands & Trails Commission.

Carried

This is a certified and true copy of a resolution passed by the Village of New Denver.

A handwritten signature in blue ink, appearing to be "Lisa Scott", is written over a horizontal line.

Lisa Scott, Corporate Officer



NEW DENVER VILLAGE
115 Slocan Avenue , New Denver , BC , V0G 1S0
Tel: 250 358 2316
<https://newdenver.ca/>

November 7, 2022

RESOLUTION

Resolution # 2022-0224

Agenda Item # 5.7 Inaugural Meeting

Moved By : John Fyke

Seconded By : Colin Moss

That Councilor Law be appointed as the Village of New Denver representative to the Slocan Valley Economic Development Commission.

Carried

This is a certified and true copy of a resolution passed by the Village of New Denver.

A handwritten signature in blue ink, appearing to be "Lisa Scott", is written above a horizontal line.

Lisa Scott, Corporate Officer



NEW DENVER VILLAGE

115 Slocan Avenue , New Denver , BC , V0G 1S0
Tel: 250 358 2316
<https://newdenver.ca/>

November 7, 2022

RESOLUTION

Resolution # 2022-0225

Agenda Item # 5.8 Inaugural Meeting

Moved By : Danika Hammond

Seconded By : John Fyke

That Councillor Moss be appointed as the Village of New Denver alternate representative to the Slocan Valley Economic Development Commission.

Carried

This is a certified and true copy of a resolution passed by the Village of New Denver.

A handwritten signature in blue ink, appearing to be "Lisa Scott", written over a horizontal line.

Lisa Scott, Corporate Officer



The Corporation of the Village of Salmo

P.O. Box 1000
Salmo, BC V0G 1Z0
www.salmo.ca

Phone: (250) 357-9433
Fax: (250) 357-9633
Email: info@salmo.ca

Nov 9, 2022

Angela Lund
Deputy Corporate Officer
202 Lakeside Drive
Nelson BC V1L 6B9

RE: Appointments – Regional District of Central Kootenay Board

Please be advised that at the Regular Council (#18-22) meeting of November 8, 2022, Council passed the following resolutions:

That Council appoint Mayor Lockwood to serve as Director for the Village of Salmo on the Board of the Regional District of Central Kootenay.

That Council appoint Councillor Wallace to serve as Alternate Director for the Village of Salmo on the Board of the Regional District of Central Kootenay.

Thank you for receiving this appointment update.

Sincerely,

James Heth
Chief Administrative Officer

Angela Lund

To: Viv Thoss
Subject: RE: Appointment of Municipal Director and Alternate to the Regional District Board

From: Viv Thoss <cao@silverton.ca>
Sent: November 10, 2022 1:59 PM
To: Angela Lund <ALund@rdck.bc.ca>
Subject: Appointment of Municipal Director and Alternate to the Regional District Board

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Hi Angela,

At the Inaugural Meeting of the Village of Silverton held on Wednesday, November 9, 2022, the Village of Silverton Council appointed His Worship Mayor Ferguson as Municipal Director to the RDCK and Councillor Brian Mills as Alternate Municipal Director.

Kind regards,

Viv Thoss (she/her)

Chief Administrative Officer

The Village of Silverton

421 Lake Avenue | Silverton, BC | V0G 1S0

P: 250-358-2472 | F: 250-358-2321

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Angela Lund

From: Michelle Gordon
Sent: November 8, 2022 11:25 AM
To: Angela Lund
Cc: Jessica Lunn; Ezra Buller; 'Buller, Ezra'
Subject: RE: RDCK Directors' Schedule - November and December

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Morning!

Please be advised that at the Inaugural Meeting of November 7, 2022 Council passed the following resolutions:

1. That **Mayor Jessica Lunn** be appointed as the Village of Slocan Municipal Director to the Board of the RDCK; and that **Councillor Ezra Buller** be appointed as the Village of Slocan Alternate Director to the Board of the RDCK.
2. That **Mayor Jessica Lunn** be appointed as the Village of Slocan Municipal Director to the West Kootenay Boundary Regional Hospital District Board; and that **Councillor Ezra Buller** be appointed as the Village of Slocan Alternate Director to the West Kootenay Boundary Regional Hospital District Board.

If you should require anything further, please advise.
Thank you!

Michelle Gordon

Chief Administrative Officer, Village of Slocan
PO Box 50, 503 Slocan Street, Slocan BC, V0G 2C0
P: 250.355.2277 | F: 250-355-2666 | cao@villageofslocan.ca

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From: Angela Lund <ALund@rdck.bc.ca>
Sent: October 20, 2022 12:20 PM
To: 'Sarah Winton' <SWinton@nelson.ca>; Admin <admin@villageofslocan.ca>; Tracey Butler' <tbutler@castlegar.ca>; Nicole Brown <nbrown@castlegar.ca>; Kirsten Dunbar <Kirsten.Dunbar@creston.ca>; James Heath <cao@salmo.ca>; 'Ian Dunlop (CAO Kaslo)' <cao@kaslo.ca>; Lisa Scott <cao@newdenver.ca>; 'cao@silverton.ca' <cao@silverton.ca>; Wayne Robinson <cao@nakusp.com>
Cc: Mike Morrison <MMorrison@rdck.bc.ca>; Stuart J. Horn <SHorn@rdck.bc.ca>
Subject: RDCK Directors' Schedule - November and December
Importance: High

Hi Everyone,

Please see attached the RDCK Directors' schedule for November and December. We request you include this in your Inaugural Council meeting agendas with the RDCK Board of Director and Alternate Director Appointments item. This will give those interested in being an RDCK Director an idea of what training is taking place for the next couple of months.

There is a note at the bottom of the schedule indicating that CAO Horn will be reaching out to the municipalities to coordinate a presentation regarding the RDCK. This will take place closer to the end of November.

If you have any questions do not hesitate to contact me. It will be a very busy couple of months.

Thank you,

Angela Lund | Deputy Corporate Officer

Regional District of Central Kootenay

Phone: 250.352.8160 | **Fax:** 250.352.9300

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rdck.ca

June 15, 2022

Aimee Watson, Board Chair
Regional District of Central Kootenay
202 Lakeside Drive
Nelson, BC V1L 5R4

VIA EMAIL

Dear Chair Watson:

Re: Columbia Basin Trust (the “Trust”) – Director Nomination

This letter is to notify the Regional District of Central Kootenay Board of Directors that your term as their nominee to the Trust Board of Directors expires on December 31, 2022 as per the Provincial Order in Council for this appointment.

Section 6(1) of the *Columbia Basin Trust Act* (the *Act*) states:

Each of the nominating bodies is, at least 60 days before the expiry of the term of office of the director appointed from its nominees, to provide to the Lieutenant Governor in Council a list of at least one and not more than 4 nominees who are qualified individuals.

The *Act* also provides that a nominating body may nominate an existing Director for successive terms of office and requires all Trust Directors to be residents of the Columbia Basin region.

As part of its overall governance practices, the Trust has developed a *Board Composition, Appointment, Skills and Attributes Policy* which is attached for your reference. This policy outlines the general attributes and skills needed on the Trust’s Board of Directors, as well as diversity objectives we have for the Board.

As you will note, the attached Policy states that all Board members are expected to have the following general attributes:

- understanding of community development/engagement;
- knowledge and understanding of the Trust and the Basin;
- experience as a board member;
- strong reasoning skills;
- ethics and integrity;
- able to work toward consensus;
- capable of wide perspectives; and,
- business judgement.

Directors will generally serve a maximum term of six years (with flexibility for exceptional circumstances) and ideally, Board Member appointments will be for a term of three years with one third of the Director terms expiring each year.

You will not have reached the six-year maximum recommended by the Province when your term expires at the end of December; however, we acknowledge final authority for appointment and term length rests with the Provincial Crown Agencies and Board Resourcing Office.

We acknowledge that the Regional District may wish to defer their nomination process until after the upcoming local government elections in October 2022. Should this be the case, please confirm this intention with Johnny Strilaeff, President and CEO of the Columbia Basin Trust.

If there is any additional information you require, please do not hesitate to call either myself or Johnny Strilaeff. We can be reached at 1.800.505.8998.

Yours truly,



Jocelyn Carver
Chair, Board of Directors
Columbia Basin Trust

JC/jm

cc: Stuart Horn, Chief Administrative Officer, Regional District of Central Kootenay
Johnny Strilaeff, President and Chief Executive Officer, Columbia Basin Trust

/encl. (1)

Board Composition, Appointment, Skills and Attributes

1 Composition and Appointment

- 1.1 The appointment process for the Trust Board of Directors and composition of the Trust Board are established in the *Columbia Basin Trust Act*.
- The Lieutenant Governor in Council appoints the 12 Directors of the Trust, all of whom must reside in the Columbia Basin region.
 - Each of the Regional District of Central Kootenay, Regional District of East Kootenay, Regional District of Fraser-Fort George, Regional District of Kootenay Boundary Columbia Shuswap Regional District (collectively, the Regional Districts) and Ktunaxa Nation Council may nominate up to four individuals. The Lieutenant Governor in Council then appoints one director from each of the Regional Districts and Ktunaxa Nation Council, for a total of six Directors.
 - The remaining six Directors are also appointed by the Lieutenant Governor in Council.
- 1.2 Ideally, all appointments to the Trust Board will be for a term of three years, with one third of the Director terms expiring each year.
- 1.3 Generally, the maximum term an individual Director will serve on the Board will be six years, although flexibility exists to exceed six years for exceptional circumstances.

2 Skills and Attributes

- 2.1 The Board of Directors establishes and annually reviews Board Member Attributes (Appendix 1). The Board Member Attributes describe the capabilities required of all Board members and Board Committee members, as well as those required for specific Board positions.
- 2.2 The Board of Directors establishes and annually reviews the Board of Directors' Competencies and Desired Diversity (Appendix 2).
- 2.3 The Board Member Attributes and Board of Directors Competencies and Desired Diversity sets out the appropriate combination of skills and personal attributes necessary for the fulfillment of the Trust's mission. That combination of skills and attributes helps the Trust to effectively engage with Basin residents, to oversee the return of benefits to Basin residents and to prudently oversee the management of the Trust's investments.
- 2.4 The Board provides input to Regional Districts, the Ktunaxa Nation Council and the Province of BC on candidates for appointment and reappointment to the Board, consistent with the Board Member Attributes and Board of Directors Competencies and Desired Diversity.
- 2.5 The Board members are independent from management.

Board Member Attributes

Some capabilities may require some knowledge transfer from a current Board member to a new Board member.

Role	Capabilities/Attributes
All Board members	Understanding of community development/engagement Knowledge and understanding of the Trust and the Basin Experience as a board member Strong reasoning skills Ethics and integrity Able to work toward consensus Capable of wide perspectives Business judgement
Chair and Vice Chair	Governance expertise Understanding of how government operates and ability to work with government Ability to be, and seen to be, a Basin leader Understanding of business management Relationship management expertise Understanding of the Trust model and history/Strategic planning expertise Able to speak publicly
Investment Committee Chair	Financial and investment fluency Experience in or with commercial credit Knowledge of the history of Trust's approach to investments
Investment Committee	Financial and investment fluency Understanding of commercial enterprise and commercial credit
Finance and Audit Committee Chair	Financial expertise Accounting designation Extensive accounting experience Experience with financial risk management practices
Finance and Audit Committee	Financial fluency Familiarity with accounting principles and practices Understanding of financial risk management practice
Executive Committee	Experience with human resources practices Experience with general risk management

Board of Directors Competencies and Desired Diversity

Required Competencies	
Investment management	
Business management	
Community development/engagement	
Knowledge of how government operates	
Governance expertise	
Human resources	
Accounting expertise	
Desired Sector Knowledge	
Communications	
Labour relations	
Social	
Environment	
Economic development	
Power projects	
Legal expertise	
Diversity	
Age	
Gender	
Ethnicity	
Geography	



Economic Trust of
the Southern Interior

Terms of Reference

Columbia-Kootenay
Regional Advisory Committee (CK-RAC)

Adopted November 22, 2021
Amended February 24, 2022

Columbia-Kootenay Regional Advisory Committee

Terms of Reference

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Columbia-Kootenay Regional Advisory Committee Terms of Reference

Adopted: November 22, 2021, amended February 24, 2022

The Columbia-Kootenay Regional Advisory Committee (CK-RAC) was created through the enactment of the [SIDIT Act](#). The CK-RAC contributes to the activities of the Economic Trust of the Southern Interior (ETSI-BC)¹. To clarify how it carries out its mandates, the CK-RAC, by majority resolution, adopts the following Terms of Reference (TOR) at the CK-RAC meeting held on November 25, 2021.

1. Membership, Alternates, Terms and Structure

- a) The CK-RAC shall consist of 12 elected officials appointed as follows:
 - i) Three (3) from the Regional District of East Kootenay (RDEK), appointed by the RDEK Board, with a minimum of one (1) from a municipality.
 - ii) Three (3) from the Regional District of Kootenay Boundary (RDKB), appointed by the RDKB Board, with a minimum of one (1) from a municipality.
 - iii) Three (3) from the Regional District of Central Kootenay (RDCK), appointed by the RDCK Board, with a minimum of one (1) from a municipality.
 - iv) One (1) from the Columbia Shuswap Regional District representing the areas of Revelstoke, Golden, and Electoral Areas A & B. The Columbia Shuswap Regional District shall also appoint two (2) elected officials to the TO-RAC for a total of three (3) RAC appointees with a minimum of one (1) from a municipality.
 - v) One (1) MLA from the Columbia Shuswap Regional District and Regional District of East Kootenay region, appointed by the MLAs in that region.
 - vi) One (1) MLA from the Regional District of Central Kootenay and Regional District of Kootenay Boundary region appointed by the MLAs in that region.

Regional Districts and MLAs must forward their list of appointees in writing to the CEO and Board Chair of ETSI-BC for presentation at the first CK-RAC meeting of the year.

- b) Each group outlined in sections i) to vi) above shall also appoint one (1) alternate CK-RAC member. Alternates shall be informed of proceedings and receive correspondence; however,

Alternates shall not have voting privileges unless attending in the absence of an appointed member. Alternates are not eligible for appointment to the ETSI-BC Board of Directors.

- c) Each CK-RAC member will be appointed for a two-year term for a maximum of 4 consecutive terms. This maximum term limit may be extended by an additional one-year term to allow an appointee to complete a term as an ETSI-BC Board Member.
- d) CK-RAC members shall provide regular updates regarding RAC activities and decisions to their respective Regional District.
- e) CK-RAC members shall be responsible for upholding Conflict of Interest, Confidentiality, and ethics best practices. If a member breaches these standards, the CK-RAC Chair will communicate this to the respective Regional District Chair and request that the Regional District Board consider replacing the appointed CK-RAC member.
- f) If a CK-RAC member resigns, is removed by the Regional District or MLA group that appointed them, or ceases to hold office, a replacement for that member must be appointed in the same manner as the original appointment. A member appointed under this section holds office until the end of the term of the member replaced. The member may be reappointed at the end of their term. Term limits will apply.
- g) The CK-RAC shall elect a Chair and Vice-Chair to hold office for a two-year term to a maximum of two (2) consecutive terms.
 - i) The election will be held by secret ballot conducted by ETSI-BC staff.
 - ii) For this purpose, each member shall have one vote.
 - iii) During an election year, this shall happen at the first meeting of the year.
 - iv) If the Chair resigns or ceases to hold office mid-term, the Vice-Chair will assume the office until the end of the term.
 - v) The Chair will be responsible for:
 - Approving the agenda
 - Coordinating meeting dates, places, and times with ETSI-BC staff
 - Ensuring minutes are duly recorded, reviewed, approved, and distributed
 - Chairing the meeting
 - Ensuring each CK-RAC member meets the member eligibility requirements and abides by the Terms of Reference
 - vi) During the absence, illness, or other disability of the Chair, the Vice-Chair will have all the powers, and be subject to the same rules, as the Chair.

2. Meetings

- a) The first meeting of the CK-RAC in each year shall be held not later than May 1st. The CK-RAC shall meet as required for the remainder of the year.
- b) At the first meeting, the CEO of ETSI-BC shall present to the CK-RAC Chair, a certified list of those persons appointed to the CK-RAC.
- c) All meetings of the CK-RAC shall take place at such times and places as the Chair may determine with two weeks' prior notice to RAC members by email.
- d) Any six (6) members of the CK-RAC may at any time by a signed notice in writing directed to the Chair require a meeting to be called. The Chair shall within two weeks set a date for a meeting, which meeting shall be held no later than thirty (30) days from the date of receipt of the notice in writing directed to the Chair.
- e) CK-RAC meetings may be conducted by means of audio, visual and audio, electronic or other communications facilities that permit all participants to communicate with each other or otherwise participate in the proceeding simultaneously, in a manner comparable to a meeting where all were present in the same location, and in relation to a vote, permits Members to cast a vote in a manner that adequately discloses the intentions of the voters.
- f) A resolution that is approved in writing or by electronic means by a majority of CK-RAC Members is as valid as if it were passed at a meeting properly called and constituted. Resolutions passed in writing, via email, or by electronic poll must be recorded in the minutes at the next duly convened meeting of the CK-RAC.
- g) The Chair may expel and exclude from any meeting any person guilty of improper conduct at any meeting.
- h) The CK-RAC Chair shall preside at all meetings. If the Chair or Vice-Chair does not attend within fifteen (15) minutes after the time appointed for the meeting, and there is a quorum present, the attending members shall choose a member to preside during the meeting or until the arrival of the Chair or Vice-Chair.
- i) Quorum: A majority of the members constitutes a quorum for the transaction of the business of the CK-RAC. In the event that there is no quorum present within fifteen (15) minutes after the time appointed for the meeting or if quorum is lost during a meeting, no decision will be made although the remaining Members may continue with the agenda and make recommendation for issues to be decided later via electronic vote.
- j) Agenda: An agenda shall be determined by the Chair in consultation with the ETSI-BC CEO prior to each meeting outlining the business to be transacted. Agendas will be distributed to CK-RAC members prior to each meeting by ETSI-BC staff. The Chair may add additional items during the meeting if considered to be in the best interest of the CK-RAC.
- k) Minutes: The minutes of the proceedings of all meetings of the CK-RAC shall be drawn up and filed for future reference by ETSI-BC. Minutes will be circulated for review and adopted at the next regular meeting and signed by the Chair or other member presiding at the meeting at

which they are adopted. The minutes shall be open for inspection by any CK-RAC member at all reasonable times.

- l) Voting: Decisions of the CK-RAC will be made by majority vote. Each member, including the Chair, who is present during a vote shall have one vote. Any member who is present and abstains from voting shall be deemed to have voted in the affirmative.

3. Election to ETSI-BC Board

- a) Four (4) of the CK-RAC members shall be appointed by election as directors to the ETSI-BC Board. Whenever possible, appointed directors should represent all four regions within the CK-RAC (see Membership 1.a).
- b) Per the [SIDIT Act](#), MLAs are not eligible for appointment to the ETSI-BC Board.
- c) The term of office of a director of the ETSI-BC Board will be per ETSI-BC bylaws.
- d) The CK-RAC has the authority under the SIDIT Act to remove and replace any individual the CK-RAC has appointed to the ETSI-BC Board.
- e) If a director is removed and replaced, the CK-RAC Chair shall promptly notify the ETSI-BC Board of the replacement appointment.

4. Annual Allocation Procedures and Policies

As per the [SIDIT Act](#), the CK-RAC may identify projects that it considers appropriate for funding from the ETSI-BC Regional Account and recommend projects for funding by the ETSI-BC Board. Based on current ETSI-BC practices, the CK-RAC will develop its recommendations as follows:

- a) Applicants will submit funding proposals through an ETSI-BC Funding Intake.
- b) ETSI-BC Staff will develop an ETSI-BC Board-approved scorecard summarizing the due diligence assessment of the projects based on program requirements and the outcomes identified in the ETSI-BC Annual Operating Plan and Strategic Plan.
- c) Scored projects will be presented to the CK-RAC by project score (highest to lowest).
- d) CK-RAC Members will determine which project applications to recommend for funding and will provide a resolution to ETSI-BC. Voting on applications and the motion to recommend may be in person or electronic depending on meeting availability.
- e) Projects that do not receive CK-RAC support due to lack of funding availability will be eligible to be reconsidered when funds are available.
- f) The Regional Advisory Committee will only support a commitment of up to 50% of the annual allocation for projects in the first funding intake of the year. CK-RAC members can support committing up to the remainder in the second funding intake.

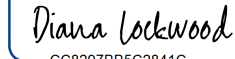
- g) Should there be grant funding still unallocated at the last intake of the year, the ETSI-BC Board will determine the amount to be carried forward to the next funding year.
- h) Per the SIDIT Act and the ETSI-BC Bylaws and Policies, the ETSI-BC Board may choose to further adjudicate these projects and amend the allocations.

5. Amendments to Terms of Reference

This Terms of Reference shall not be altered or amended except by motion passed at a duly convened meeting of the CK-RAC.

Adopted: November 22, 2021

Amended: February 24, 2022

DocuSigned by:

CC8207BB5C2841C...
Diana Lockwood, CK-RAC Chair

ⁱ Southern Interior Development Initiative Trust, DBA [ETSI-BC, the Economic Trust of the Southern Interior](#).



Director's Report

Garry Jackman – Director Area A – Wynndel/
East Shore Kootenay Lake

Report Date: November 7, 2022

Columbia Basin Regional Advisory Committee (CBRAC)

Since our last meeting on September 29th we had one more CRT negotiations update on October 18th. Details are to be kept within the group, but the messaging was positive around meaningful inclusion of environmental considerations in a renewed treaty. My observation is that a year or more ago there was concern about there not being enough time for the Canadian team to prepare the environmental models as negotiations proceeded. Through the past year negotiations slowed, so that has worked in favour of doing a more complete analysis.

Over the summer a number of web sessions were held to identify socio/economic considerations for various regions around the basin. The information has been compiled and CBRAC members have been asked to review and comment by mid-November prior to the information going out for public review, likely in January.

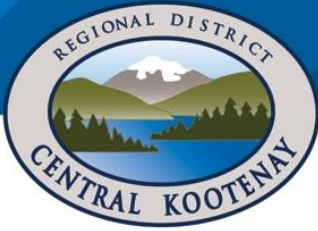
For those wanting to catch up on information from past sessions, go to <https://engage.gov.bc.ca/columbiarivertreaty/info-sessions/>.

Regional Connectivity Committee (RCC)

A regular RCC meeting was last held on October 20th followed by a short notice meeting on October 24th. I was not able to make the latter meeting. The discussions were around letters of support to ask Minister Lisa Beare to extend the intake period for the current round of provincial connectivity funding. The CBBC has been working on a second large, basin wide funding application which must meet eligibility criteria set by the federal government. The federal mapping which identifies eligible areas was updated concurrent to the call for applications. It will take more time than allocated to check all of the areas for eligibility and revise the application. The request for an RDCK letter of support should be on the November agenda. Director Popoff and I have written individual letters for our areas.

For more information

info@rdck.bc.ca | 250.352.6665 | 1.800.268.7325 (BC) | or visit rdck.ca



Garry Jackman

Director of Electoral Area A – Wynndel/
East Shore Kootenay Lake

October 25, 2022

Honorable Lisa Beare
Minister of Citizens' Services
Room 151 Parliament Buildings
Victoria, BC V8V 1X4

Dear Minister Beare:

RE: Connecting Communities BC Fund

I am writing as RDCK Director Area A – Wynndel/East Shore Kootenay Lake, and as a member of the Southeastern BC Regional Connectivity Committee, regarding Connecting Communities BC. We very much welcome the program and its potential impact on rural British Columbians. I also thank you for the past support the Province of BC has provided through a number of grant programs, some partnered with federal agencies, which have enabled us to make significant incremental improvements in local connectivity. I note that on many of these projects local ISP's and local government have worked hand in hand with the Columbia Basin Trust either as a project lead or providing key project support and advice.

For the Connecting Communities fund, we intend to continue to collaborate with Columbia Basin Trust and apply on behalf of our region in one coordinated application. Unfortunately, the eligibility mapping information, which is essential to building an application, was only released on October 20th by Innovation, Science and Economic Development Canada, seven weeks in advance of the Connecting Communities BC deadline of December 15, 2022.

Our region is unable to prepare an application that would meet the program requirements within that timeline. Given that the mapping information has just been released, there is not adequate time to complete analysis on eligibility across our region, develop a project scope and build plan, and prepare detailed budget estimates that are required for an application by December 15th. There is also inadequate time for the Trust and local governments to prepare and review the same information as potential funding partners in any prospective project. It is our belief that rural Internet service providers across BC, with limited capacity to prepare applications, will also struggle to meet the deadline.

Together with the Southeastern BC Regional Connectivity Committee, we are requesting a one-time extension to the Connecting Communities BC deadline to February 6, 2023. We respectfully request

a response by October 31, 2022, so we can appropriately focus the resources we are currently expending on application development.

Thank you for your consideration of this request.

A handwritten signature in black ink, appearing to read 'Garry Jackman', with a long horizontal flourish extending to the right.

Sincerely,
Garry Jackman
RDCK Director Area A – Wynndel/East Shore Kootenay Lake

Cc: Angela Lund, RDCK Deputy Corporate Officer



Garry Jackman

Director of Electoral Area A – Wynndel/
East Shore Kootenay Lake

October 25, 2022

Program Coordinator, Delivery of Benefits
Trail Enhancement Grants
Columbia Basin Trust

Dear Adrienne Parke:

RE: ESTBA trail enhancement (2022) at Crawford Creek Regional Park

I am writing as RDCK Director Area A – Wynndel/East Shore Kootenay Lake to confirm my support for the proposal from the East Shore Trail and Bike Association (ESTBA) to enhance the trails within the Crawford Creek Regional Park at Crawford Bay, BC.

Both local residents and visitors enjoy this vast stretch of wetland, beach and fields. The lands were acquired by the Regional District of Central Kootenay, with the assistance of the Trust, to become a major regional park for the purposes of conservation, lake access, low intensity recreation and to offer educational experiences around the periphery of the wetlands and along the west bank of Crawford Creek. The lands have the unique feature of being relatively flat, allowing access to people of all ages and with a wide range of physical abilities. In fact, upon his site visit a few years ago a Spinal Cord Injury BC representative remarked how the beach at this park was one of the easiest for him to access on his own in his wheelchair and as a result recommended funding to provide accessible amenities for the site.

With the help of many local volunteers, ESTBA has been key to improving and extending trails. Improvements have focused on creating year round, accessible surfaces. The proposed project with a new segment of trail which avoids the seasonally flooded areas will provide a more level, uniform surface and will further improve the site accessibility.

Sincerely,

A handwritten signature in black ink, appearing to read "Garry Jackman".

Sincerely,
Garry Jackman
RDCK Director Area A – Wynndel/East Shore Kootenay Lake

Cc: Angela Lund, RDCK Deputy Corporate Officer
Farley Cursons – ESTBA
Cary Gaynor – RDCK Regional Parks Manager



Director's Report

Aimee Watson – Area D

Report Date: November 2022

Happy fall, wait, winter?? That was a fast transition! Here is a snapshot of the work I have been doing in Area D. Items covered:

1. Neighborly issues
 - a. Unsightly bylaw
 - b. encroachment
2. Emergency services
 - a. Fry Creek debrief
 - b. Wildfire mitigation work in Woodbury
 - c. BC Hydro emergency plan
 - d. Johnson Landing hazard review
3. Roads
 - a. Johnson Landing
 - b. Hwy 31 upgrades
 - c. Subdivision
4. Forestry
 - a. BC Community Forest AGM
 - b. Cooper Creek Cedar Forest Stewardship Plan referral

Neighborly issues

Neighborly disputes are on the rise. Area D does not have the usual bylaws that regulate community constraints such as noise, dog, unsightly and zoning. We have begun the community planning conversation a year ago to explore land use regulations, we will continue those conversations, but it does take several years to get it right, especially with 24 communities to coordinate and engage with.

Issues I am being requested for support range from encroachment, car accumulation on private properties that results in access and environmental concerns, public access being blocked by vehicles and business activities in residential areas.

Public Access

Public access is the toughest one for local government to manage as the land is owned and managed by the Ministry of Transportation (MOTi), authority for enforcement is with the RCMP. However, MOTi does not manage public access points and would like to see the RDCK take these over. To do so, requires a new service (referendum=\$8000), management plan (\$20,000+) and

For more information

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enforcement bylaw (\$14,000 annually), this would all be paid for via local taxation. Quite expensive and not efficient.

Encroachment

Encroachment without zoning will fall to civil court to enforce private property lines. With zoning, it is still limiting depending on what the encroachment issues are.

Noise

Noise issues have been mostly related to industrial activity that is regulated provincially which are not subject to local government bylaw, we cannot supersede provincial operating permits.

Unsightly

This leaves unsightly as the most applicable bylaw, I am exploring the option to enact this bylaw to address properties that accumulate material raising fire risk and other environmental concerns. If you have strong opinion on this, please do reach out. I have asked for feedback on this bylaw for quite some time with zero input received.

This is not an easy task given the solutions are generally to enable bylaws which are only enforceable with a bylaw officer; all of which is paid for via taxation. As an elected official, I have struggled with the approach of having everyone pay for management and mediation between neighbors, I have always aimed for solutions that do not require a bylaw which results in an increase to taxation. This has proven to be idealistic, and I will be seeking community feedback on enacting the unsightly bylaw.

Community Planning

As mentioned previously, I will continue the community planning conversations in 2023 to review which of Area D's 24 communities would like land use regulations but given they are all unique with different needs, it's a long process to get it right in each of the communities. For further information on what has occurred with community planning in 2021 -2022, reach out and I will share our summaries. Also previously posted online.

Emergency Services

Wildfires

Fry Creek debrief can be viewed here: [Fry Creek Wildfire Information Session - YouTube](#)

BC Wildfire Service, RDCK Emergency Operations, MLA and I met with the community regarding the fire, which was still burning. Hot questions were if the fire was left to burn due to it being in a park? With Glacier Cr receiving active action throughout the same time despite no community being within the vicinity (there is one property and high recreation values) Response from BCWS was that they were unable to action safety due to terrain and access, despite the fire being in a park, they communicate as needed with parks and can suppress fires when threatening infrastructure.

Wildfire mitigation was a big focus for the RDCK over the passed decade. We created and updated Community Wildfire Protection Plans (CWPP) for all electoral areas in 2016. The purpose of the

CWPP's was to highlight high risk areas for wildfire within the Wildland Urban Interface. (WUI) Shortly after the completion of the Area D CWPP, the RDCK applied and was successful to write wildfire fuel prescriptions for several communities including Woodbury, whom was also one of the first Fire Smart communities.

The province has shifted how wildfire mitigation is acted upon within the WUI and for the past few years, these prescriptions have remained unactioned. The Ministry of Forest did take initiative for Woodbury prescription and via their own actions, was able to complete most of the fuel prescription this past summer. However, there remains unactioned portions the community would like to see completed. This is no easy task as there are multiple jurisdictions and the work can be costly. I have been working with our staff, the community, and various funders to look at how we can action these prescriptions and see them completed. For further information, there will be a report on our RDCK board agenda in November that looks at a long-range view.

I note that wildfire mitigation work within a community is one of the most effective ways to not only support a safer community but also, increase forest resiliency, depending on how its done. If done correctly, the amount of carbon sequestered, and forest saved can be more effective than all of us changing to electric cars in our climate change actions. Both actions are good but in rural areas, as an elected representative, I am focusing on WUI management for forest resiliency as a climate change strategy.

Duncan Dam

BC Hydro presented and reviewed their emergency plans for the Columbia Basin, Duncan Dam is a part of this plan. The meeting reviewed operational considerations, what occurs should there be flooding alerts, what the chain of command is as well as mapping for inundation of areas. Duncan and Hugh Keenleyside are considered extreme risk due to loss of life, environmental impact, and social impacts.

Roads

Roads in rural areas are owned and managed by the Ministry of Transportation. Maintenance and operations are through a contract with YRB.

Historically, I did have a pretty good connection and annual tours with the regional manager for MOTi, but due to COVID and staff changes, there is less engagement from MOTi to rural directors. Regardless, the issues have not reduced.

Three issues as of late are the high hazard in Johnson Landing, capital upgrades on Hwy 31 north of Howser and subdivision approval with private roads.

Johnson Landing High Hazard

Residents of Johnson Landing have requested to verify the operating map for YRB post the high hazard slide area, I am happy to confirm that YRB does have the same classification for management from Houston Road to McNichol up to Kootenay Joe RD. post that location it does veer into the active part of the hazard and no maintenance occurs.

I was also asked to have the high hazard reviewed. The Ministry of Forest was the original entity to assess and require the high hazard, but it is RDCK mapping and designation that labels it. As we have heard that Forestry is interested in no longer monitoring the hazard, I have requested staff to reach out and verify if this is accurate and if so, request they do an updated review that would support ceasing the monitoring program and, enable the RDCK to lift the high hazard area designation. I will keep the community updated on this review.

Hwy 31 Upgrades

Highway 31 capital upgrades of bridge replacement and road widening resulted in community members raising concerns with safety, environmental impacts of working in a stream during active spawning and seeding with potential contaminants to fish. These were all forwarded to the MLA office to raise with the Ministry of Transportation.

Subdivisions

Subdivisions are approved through the Ministry of Transportation. These subdivisions come to the RDCK on referral to ensure all applicable local regulations are adhered too. However, with no zoning, there tends to be little to no prescriptive regulations for the RDCK to name.

One that is causing serious issues that RDCK would not have authority on is road classification when a subdivision is approved. Most subdivision are approved with private road designation which results in a developer being the responsible entity that a private landowner must rely on for maintenance, operations, and access. This is not working well in several locations. All subdivision referrals I receive, while I do not have an authority or a regulation to point to, I do oppose any that do not result in a public road vs a privately owned and operated one.

Forestry

Cooper Creek Cedar Forest Stewardship Plan

The RDCK received the CCC FSP on referral, it was sent to the Area D Advisory Planning and Heritage Commission, emergency services, planning and myself for review. To see the response, send me a request and I am happy to share it.

BC Community Forest AGM

I attended the first in person BC CF AGM in a few years, held in beautiful Nakusp late October. Presentations focused on climate change, forestry legislation, wildfire mitigation and community engagement. Highlights for me were:

- Consistent messaging from various CF entities that are interesting in broader, longer-range planning for values of carbon sequestration and management for forest resiliency
- Mitigation measures such as wildfire prescriptions can greatly reduce the carbon release of massive forest fires while enhancing the resiliency of a forest to withstand impacts of climate change
- We must change how we manage forests

All presentations can be found here: [2022 Conference and AGM Presentations – British Columbia Community Forest Association \(bccfa.ca\)](https://www.bccfa.ca/2022-Conference-and-AGM-Presentations-British-Columbia-Community-Forest-Association)

I was honored to be their parliamentarian for the Annual General Meeting, a role I had not played for an external agency before. Thank you for the opportunity BCCFA!



Caribou Program Update

Caribou Recovery Program Quarterly Update to Stakeholders

October 19, 2022

Agenda

- Welcome & Territorial Acknowledgement
- Linkages between Caribou and Other Major Provincial Initiatives
- Status of Planning Tables in Chilcotin and Revelstoke
- Status of Partnership Agreement
- Conservation Breeding & Maternal Pens Update
- Status of Guidance Work

Linkages between Caribou and Other Major Provincial Initiatives

- **Caribou and Modernized Land Use Planning (MLUP)**
 - There are nine active MLUP projects in the province, many in the initiation/scoping phase. Most of these projects are in the South Coast Region, where there are no caribou, two are in the Skeena and one in Omineca Region.
 - MLUPs are considered strategic plans and are led by LWRS (long term timeframe – not defined)
 - In areas where there are overlaps with caribou, caribou recovery program in collaboration with MLUP initiatives will develop the approach and this will then be used in other planning initiatives (e.g. approach could be to integrate caribou herd planning as a value in MLUP processes or caribou planning may proceed on its' own ahead of MLUP).
- **Forest Landscape Planning**
 - An MOF initiative introduced to help translate high level strategic land use planning direction to specific forest management areas and bridge the gap between strategic land use planning and operational/site-level planning.
 - Caribou values should be considered in strategic land use plans (MLUPs) and FLPs take that direction and implement (i.e. where and how forestry activities can occur).
- **Old Growth**
 - Overlaps of old growth deferral areas and caribou considered as part of the need to consider ecosystem health and biodiversity as part of BC's old growth strategy.
 - Broadens our approach to caribou recovery in considering broader ecosystem values, rather than a single species approach.
- **Caribou and Cumulative Effects**
 - NE Enhanced Decision Support Tool (i.e. Cumulative Effects Spatial Assessment Tool) – Caribou an identified value. Habitat linework provided for use in the tool, recommendations for Statutory Decision Makers provided based on type of habitat a proposed activity overlaps.

Status of Planning Tables in Chilcotin and Revelstoke

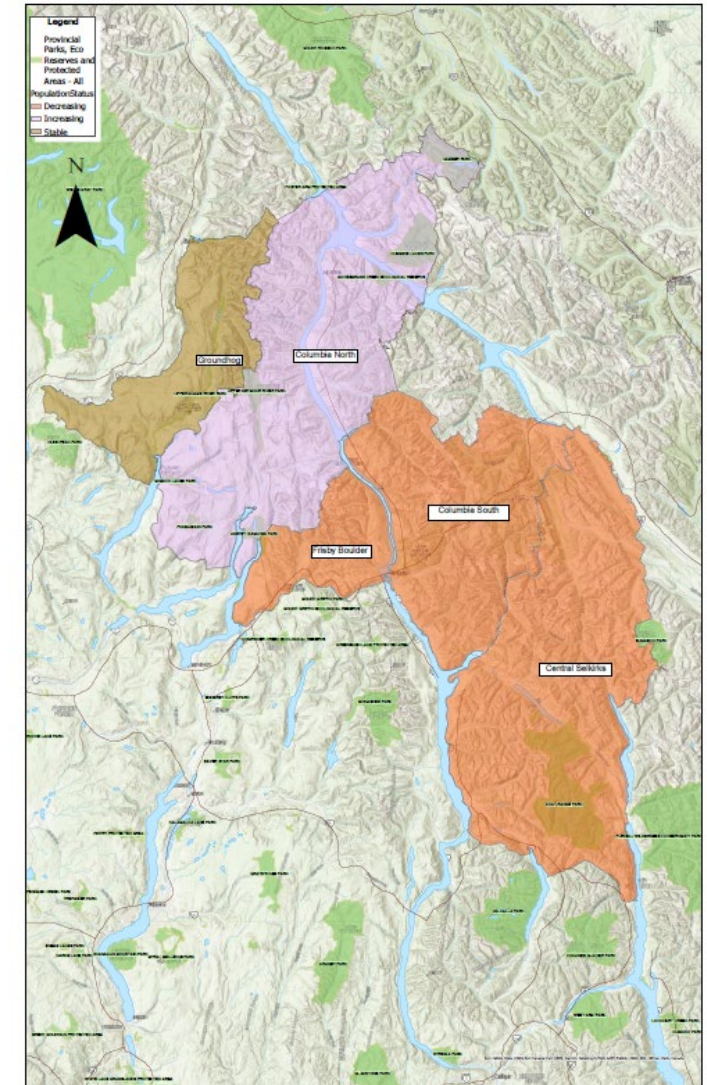
Chilcotin Caribou Technical Working Group:

- A face-to-face meeting is coming up on November 2 where we hope to reset the conversation and provide significant information that helps the table to move forward
- Darcy Peel can field questions re: Chilcotin by email or phone:
 - Darcy.Peel@gov.bc.ca
 - 778 220-3449

Status of Planning Tables in Chilcotin and Revelstoke

Revelstoke Complex and Central Selkirks Technical Working Group:

- The Technical working group has been meeting since April 2021
- Collaboration between Nine Indigenous Nations and Communities, BC Government, and Federal Government, to support caribou recovery recommendations for the Groundhog, Columbia North, Columbia South, Frisby Boulder, and Central Selkirks.
- Discussion to date:
- Current protection, disturbance, population status, critical caribou habitat, restoration priorities, Central Selkirks Maternity Pen, Predator control and management, Recreation influence and impacts, Habitat options and co-benefits including carbon offset.



Partnership Agreement (PA) Updates

- Klinse-Za maternity pen
- Land-Use Objectives
- Central Group Restoration Implementation planning
- Winter Motorized Recreation
- Anti-Racism Initiative
- South Peace/Mackenzie Trust
- Caribou Recovery Committee

PA Updates: 2022 Klinse-Za Maternity Pen Operation

- 18 cows and 16 calves released on August 20
 - 17 calves born (10 males/7 females), one female died shortly after birth
 - Last calf born July 2
 - One male calf orphaned shortly after birth
 - All 36 caribou, including orphan calf #38, left within 2 days

A few of the first caribou to leave the pen. Feeding troughs with lichen used to lure cows and calves out of the pen.

Photo credit - Wildlife Infometrics Inc.

In the Wild...

Of 21 free ranging cow caribou, 17 calves were born alive

12 of 17 free-ranging calves collared

6 calf mortalities





Left - All caribou (18 adult females & 16 calves in main meadow of pen, prior to release (Wildlife Infometrics Inc)



Right - Minister and DM visit at the pen, July 2022



Left - orphan calf #38 at 3 weeks

Right - primary 2022 caribou guardians and orphan calf caregivers, L-R, Reign Gautier, Starr Gautier, Alex Nash, Lucas Talving and Max Nishima (Wildlife Infometrics Inc.



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PA Updates: Land Use Objectives Restoration Implementation Planning & Winter Motorized Recreation

Land Use Objectives

- On hold pending outcomes of Treaty 8 - BC and Blueberry River First Nation – BC negotiations

Central Group Restoration Planning

- Nesting, sequencing and timing of moving forward

Winter Motorized Recreation

- Focus on outreach material development, signage
- Coordination with Conservation Officer Service
- Enhancement area exploration/planning being undertaken by BCSF and clubs

PA Updates: Anti-Racism Initiative

- Schedule 5 of the Caribou Partnership Agreement
- Targeted racist actions and language associated with engagement hurt people and communities
- BC committed through the Resilience BC Anti-Racism Network, to review and report on any hate speech or other forms of racism
- Network contracted SFU's Morris J. Wosk Centre for Dialogue to conduct research, including interviews with engagement participants and government staff
 - Report back with recommendations for future engagements

PA Updates: South Peace/Mackenzie Economic Diversification & Stabilization Trust

Purpose

- To encourage and support economic development, diversification and stabilization in a Specified Area by creating new income earning positions consistent with the recovery of Central Group of SMC
 - Provides financial assistance
 - Application based process
 - Advisory committee in place
- 3 projects recommended for approval to date:
 1. A \$250,000 application from the Bear Mountain Nordic Ski Association to purchase a new groomer to replace one that is on its last legs, and funding to help with some trail improvements;
 2. A \$95,000 application from Community Futures Peace Liard to support the Agro Connections Inaugural Conference and Agricultural Market; and
 3. An application to support training for individuals in the Specified Area in the art and business of silk painting. The funding recommendation was linked to the number of students, and in the end 11 students signed up, for a total cost the Informaticians SPMTrust of \$24,000.

PA Updates: Caribou Recovery Committee

Goal to assess:

- the impact of proposed resource development on caribou/caribou habitat,
- Effectiveness of mitigations and offsetting measures &
- How it contributes to the Shared Recovery Objective
- Produces consensus-based recommendations

2020/21 Annual Report completed

• https://www2.gov.bc.ca/assets/gov/environment/plants-animals-and-ecosystems/wildlife-wildlife-habitat/caribou/caribou_recovery_committee_-_annual_report_2020-2021.pdf

Shared Recovery Objective:

“immediately stabilizing and expeditiously growing the population of the Central Group to levels that are self-sustaining and support traditional aboriginal harvesting activities, consistent with existing Aboriginal and Treaty rights”

The Caribou Recovery Committee was formally established on April 1, 2020, with representation from Saúlteau First Nations, West Moberly First Nations, Government of Canada, and the Province of British Columbia

PA Updates: Weblinks

Motor Vehicle Prohibitions:

<https://www2.gov.bc.ca/gov/content/sports-culture/recreation/motor-vehicle-prohibitions#snowmobile>

Research on motorized recreation & caribou:

[Snowmobile_reference_materials.pdf \(gov.bc.ca\)](#)

Conservation Breeding & Maternal Pens Update

Conservation Breeding:

- Jasper National Park is moving forward with a Conservation Breeding facility.
- BC is meeting regularly with JNP on ways to support as part of a “Western Canada Approach”
- Options include supplying a small number of initial caribou with the intent of eventually receiving offspring.
- There will be engagement before plans are made to remove any caribou from existing herds

Maternal Pens:

- Klinse-Za
 - 19 females captured, 17 pregnant
 - 17 calves born in the pen
 - One calf died shortly after birth
 - One cow died leaving an orphan calf
 - 16 calves, 10 males and 6 females, released on August 20 including the orphan
- Central Selkirks
 - 7 females captured plus one yearling
 - One stillborn calf with cow dying as well due to complications
 - 6 calves, 3 male and 3 female released in late July
 - One male calf died soon after release from predation, possibly wolverine
 - One female calf’s collar produced a mortality signal in early October but on investigation it was a dropped collar, calf is fine



Caribou Recovery Action Guidance (*Procedures*)



- **Guidance for staff and project proponents on:**
 - Meeting criteria and conditions for implementing recovery actions
 - Meeting regulatory and legislative requirements (permits)
- **Provides clarity on how and why decisions are made**
- **Posted on Caribou Recovery Actions website:** [Caribou recovery actions](https://www2.gov.bc.ca/gov/content/spe/spe_caribou_recovery_actions/)
- [Province of British Columbia \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/spe/spe_caribou_recovery_actions/)

Population Recovery Guidelines



Maternal penning (DRAFT)

- Capture, transport of adult females to enclosed pen
- Safe space to give birth & until calves are 3 or 4 months old
- Protected from predators
- E.g. Klinze-Za, Nakusp, (Revelstoke)



Predator reduction (Interim, posted online)

- Targeted removal of localized predator populations, aids caribou recovery
- Used when predation identified as barrier to effective caribou recovery



Supplemental feeding (DRAFT)

- Providing food to caribou at specific times of year at designated locations
- Supplements wild food to promote population health and growth
- E.g. Kennedy Siding caribou herd, 2014-2022, McLeod Lake Indian Band

Modernization of 2006 Wildlife Guidelines for Tourism/Recreation in BC

Management of Helicopter-supported Adventure Tourism in BC

Helicopter-supported adventure tourism activity in BC has expanded greatly in recent years, particularly in areas such as the Sea to Sky corridor and the Kootenay region. While the Province's immediate focus is on management of helicopter-supported adventure tourism, all helicopter activity has the potential to adversely impact wildlife.

The Province of BC is obligated to regulate development in the public interest, preserve the environment (including the protection of wildlife and its habitat), and manage allocation of land and resources in response to changing conditions. During the time that helicopter activities have been increasing, GPS and data management technology has improved, allowing for passive collection and sharing of the flight paths of helicopters to support wildlife management.

The Province of BC has responsibilities under the Declaration on the Rights of Indigenous Peoples Act to ensure effective stewardship of wildlife populations to sustain cultural heritage values and Indigenous rights related to wildlife.

Caribou

Caribou are a nationally important species at risk. BC is home to 55 herds of woodland caribou. Despite significant investments and effort, caribou herds continue to decline and their range is shrinking.



Photo: © BC Caribou Recovery Program

Management of human disturbance, including disturbance associated with helicopter activity in caribou habitat, is critical to enable caribou recovery.

Currently, no spatial information is being provided to the Province regarding helicopter activity in caribou habitat to enable development of mitigation strategies or assess the effects of helicopter-supported activities on caribou behaviour, habitat use and seasonal movements.

Wildlife Guidelines for Tourism & Recreation in British Columbia

Wildlife Guidelines for Backcountry Tourism/Commercial Recreation in British Columbia



– Aims to

- Align with BC's Declaration Act
- Refine/update best practices, including recording GPS flight paths & increased distances for aircraft from Caribou and Mountain Goats
- Bring broad awareness of issues and mgt
- Redesign guidelines & website

– Outreach to date:

- Minister's Wildlife Advisory Council
- First Nation – BC Wildlife and Habitat Forum
- HeliCat Canada and Backcountry Lodges Assoc.
- More to come

Other Guidance to be Developed

Other Population Recovery Actions:

- Monitoring & inventory, health, mortality investigations
- Conservation Breeding, translocations

Habitat Guidance:

- Protection
- Restoration – tactical plans are available on our [Recovery Actions](#) webpage
- Disturbance constraints



Caribou Mitigation and Monitoring Plan Guidance

These board highlights provide a general overview of discussion items and major decisions made at the Board of Directors meeting on **September 23/24, 2022**, which was held in Valemount, BC. It excludes confidential information such as business negotiations, personnel issues and legal matters.

- The Trust held its Annual General Meeting on Thursday, September 22 both online and in person at the Best Western in Valemount. The Trust shared highlights from our annual report for the fiscal year 2021/22 and examples of Trust initiatives and projects that have impacted our region with approximately 20 in person and over 150 virtual attendees participating on Zoom and on Facebook live. In total, 265 residents registered to attend and received information packages from the Trust.

Learn more at ourtrust.org/annualreport.

A recording of the AGM can be viewed at ourtrust.org/agm

- The following is the 2022 meeting schedule for the Trust Board of Directors:
 - November 25/26 Rossland
- The following is the 2023 meeting schedule for the Trust Board of Directors:
 - January 27/28 Fairmont Hot Springs
 - March 24/25 Revelstoke
 - May 24/25 Salmo
 - July 21/22 Fernie
 - September 15/16 Ainsworth/Kaslo (AGM)
 - November 24/25 Nelson

All Board Meeting locations are subject to change due to revisions in Public Health Authority protocols.

- Board meeting minutes are posted to the Trust website after they have been approved by the Board at the following meeting. View minutes here: ourtrust.org/publications.



Columbia River Treaty Monthly Update for the Local Governments Committee
September and October 2022

Issued November 1, 2022

Highlights

- Round 14 of Canada-U.S. Columbia River Treaty negotiations
- Bi-national workshop on Ecosystems and Indigenous and Tribal Cultural Values
- Reflection on Columbia Basin Regional Advisory Committee’s advisory activities since 2014
- Columbia River Treaty Uncovery Tour first sites identified

Canada-U.S. Treaty Negotiations

Canada-U.S. Negotiations

- The 14th round of negotiations to modernize the Columbia River Treaty took place on October 4 – 5, 2022 in Spokane, Washington. During negotiations, Canada and the United States were able to find common ground on some aspects of ecosystem co-operation, increased flexibility for how Canada operates its Treaty dams, and hydropower co-ordination.
- Following the negotiations, Global Affairs Canada and the U.S. Department of State hosted a binational workshop on Columbia River ecosystems and Indigenous and Tribal cultural values. Members of the U.S. and Canadian negotiating teams came together with representatives from Columbia Basin Indigenous Nations, Columbia Basin Tribes in the U.S., and government agencies to exchange information about ecosystem needs and Indigenous and Tribal cultural values, and discuss how system operations are currently coordinated. The workshop will inform future discussions on how to improve coordination on these issues to benefit ecosystems and people on both sides of the border.
- Katrine Conroy, Minister Responsible for the Treaty, issued [a statement](#) on October 6, which was sent to the LGC and the Columbia Basin Regional Advisory Committee (CBRAC), and has been shared on the [B.C. CRT website](#), [Facebook](#) and [Twitter](#).
- The LGC received an update from members of the Canadian negotiation delegation by Zoom on October 14. CBRAC received an update on October 18.
- The next round of negotiations has not yet been scheduled but is expected to be held in the near future.
- The Canadian negotiating team continues collaborating on developing and refining negotiating positions that will benefit the B.C. portion of the Columbia Basin.



Public Engagement

Columbia Basin Regional Advisory Committee

- Meetings
 - The Columbia Basin Regional Advisory Committee (CBRAC) met by Zoom on September 29 to hear an update on round 13 of Canada-U.S. CRT negotiations and to follow up on items that were raised during the committee's meeting in Valemount last May.
 - CBRAC also took time to reflect on the many ways the committee has provided advice on the CRT modernization process and Basin hydro operations since its inception in 2014. Through meeting discussions and written input, CBRAC has provided advice on:
 - Public engagement opportunities and education needs;
 - Columbia Basin community interests related to the CRT;
 - How to acknowledge what was lost when CRT dams were created;
 - Mid-elevation Arrow Lakes scenarios study;
 - Ecosystem function goals and objectives;
 - CRT Local Governments Committee recommendations; and
 - Socio-economic interests related to the CRT.
 - CBRAC was also encouraged to provide input on BC Hydro's draft 2021 Integrated Resource Plan through BC Hydro's public process.
 - CBRAC met again on October 18 to hear an update on round 14 of CRT negotiations, similar to the update shared with the LGC on October 14.
 - During this meeting, a CBRAC member asked for clarity around how Columbia Basin Indigenous Nations are participating in the CRT modernization process, in relation to their status as 'Observers'.
 - Canada's Chief Negotiator for the CRT, Sylvain Fabi, explained that while the term "Observers" has been used, the role of Indigenous Nations encompasses much more. Representatives from the Ktunaxa, Secwepemc and *Syilx* Okanagan Nations are a key part of the process and have been collaborating with the governments of B.C. and Canada since February 2018 to develop and refine negotiating positions and strategies. They are present in the negotiating room and are full participants in caucus meetings with Canada and B.C. during negotiating sessions. They are also full participants in preparatory meetings with Canada and B.C. before each round of negotiations and debrief meetings after each round.
 - The Nations are leading integral research to identify goals and objectives for ecosystems and Indigenous cultural values, which is informing Canadian discussions on how these interests can be considered in a modernized Treaty. Representatives from the three Nations have delivered presentations, on behalf of Canada, to the U.S. negotiators on aspects of this work, and on the



collaboration between Indigenous, provincial and federal governments to explore the feasibility of reintroducing salmon to the Upper Columbia River.

- Secwepemc, *Syilx* Okanagan and Ktunaxa Nation representatives on the Canadian CRT negotiation delegation (Nathan Matthew, Jay Johnson and Bill Green, respectively) confirmed Sylvain's points, adding that this level of participation from Indigenous Nations in a transboundary negotiation is setting a global precedent, and is a demonstration of the governments of Canada and B.C.'s commitments to implementing the United Nations Declaration on the Rights of Indigenous Peoples.
- Membership update
 - CBRAC welcomed its newest citizen member in August: Norman Eady from Creston. Norman is relatively new to the Kootenays and is interested in learning more about the geography, the region's economy, its ecosystem and the importance of the Columbia River watershed. He is keen on listening to people and learning more about the issues at hand. Norman is taking the place of long-time member Dennis McDonald, who stepped down from the committee last spring.

Ongoing Communication

- The B.C. CRT Team is open to suggestions for how to connect more effectively with Basin residents, especially youth, on the CRT. Please email Brooke.McMurphy@gov.bc.ca if you are aware of any opportunities in your communities.

Community Interest Projects

The B.C. CRT Team continues work on addressing community interests that have been raised throughout the Province's public engagement on the Treaty. Progress updates on some of the projects are listed below.

Columbia Basin Agriculture Support

- The B.C. CRT Team received a consultant's report evaluating the impact of Libby Dam/Koocanusa Reservoir operations on erosion occurring at a section of agriculture land along the Kootenay River more than 14 kilometers upstream of Wardner and the tip of Koocanusa Reservoir. The consultant concluded Reservoir operations are highly unlikely to be contributing to erosion at the site and that the primary causes of bank erosion are the active geomorphic floodplain processes of the meandering Kootenay River.



- B.C. CRT Team reached out to several Basin agriculture and food marketing experts to discuss the potential of developing a Kootenay food marketing program that borrows from the successful [Island Good program](#). Although initial responses have been cautious, the B.C. CRT Team is continuing to gauge interest and feasibility with Basin agriculture groups.
- The B.C. CRT Team continues to welcome feedback on the CRT Agriculture Discussion Paper, available on the [B.C. Columbia River Treaty website](#). No feedback has yet been received, however, there is no time limit for submissions.

Columbia River Treaty Heritage Project

- The Columbia River Treaty Uncovery Tour website, focused on promoting the project to community groups, heritage/tourism contacts and others who may be interested in being involved with the project, is nearing completion. A preview of the development site is available temporarily at <http://editor.breeze.tools/preview/92gmbe.f54b8bm8ml1n9.683c423e0a1a923cb34801aabf281abb>
- A website launch campaign is under development. Communication materials will be developed to notify Indigenous leadership, regional districts, local government (including economic development officers), and for use with the CRT Heritage Project Steering Committee members' networks.
- The proposed first sites for the touring route include:
 - Valemount-Kinbasket Reservoir (possible location for directional information is the visitor centre, then east off the highway along the reservoir to the open space at the end of the road)
 - Nakusp (location to be determined)
 - Waldo Cove on Lake Koochanusa (at or near the current kiosk location in Waldo Cove Regional Park)
 - Duncan Dam (at the site of the dam)
 - Revelstoke Reach (in provincial parks or at ferry landings)
- A more consumer-oriented website will be developed once the first sites on the touring route are in place.

Connectivity/Broadband

- The Broadband Connectivity Industry Working Group met in September 2022, after a summer recess. The working group, formed to improve collaboration between infrastructure owners, government, and telecommunications service providers, is seeking to identify and implement actions that will improve the end-to-end attachment process for infrastructure like utility poles, and lead to more efficient and timely deployment of broadband internet service in B.C. Columbia Basin Trust is a member of this working group.



Creston Valley Dikes Management

- In July 2022, the Town of Creston contracted with WSP Engineering (Rossland office) to undertake a risk assessment of the 100 km of dikes. The engineering assessment was conducted in September 2022.
- The B.C. CRT Team continues to have regular meetings with the Creston Valley Flood Management Partnership (CVCFMP) coordinators and provides support.
- Next step funding is being sought by the CVFMP through the UBCM Disaster Risk Reduction – Climate Adaptation Fund (Deadline for applications was September 30, 2022). The sponsor for this grant application is the Regional District of Central Kootenay.

Ecosystem Enhancement – Spatial Mapping Products

- In 2020, Arrow and Kinbasket Reservoir spatial mapping data was given to the CRT Ecosystem Function Sub-Committee and to Selkirk College for the CRT portal being developed as part of their [Rural Open Data](#) initiative.
- The launch of the CRT Portal project had been planned for late spring 2021 but was delayed pending signed agreements with Indigenous Nations. The agreements have now been signed.
- Selkirk College Project Council group met in September to start more detailed project planning including launch time frames.

Kinbasket Recreational Opportunities

- In July and August 2022, the Ministry of Transportation and Infrastructure and the B.C. CRT Team provided information to Mayor of Valemount, Owen Torgerson, regarding a potential project to install webcams at the Valemount marina. Information included camera and installation costs, maintenance costs and logistical considerations such as power and data communication. The Ministry of Transportation and Infrastructure offered to share their knowledge with Valemount if they should proceed with the project and on August 8, 2022, the B.C. CRT Team requested a proposal from Valemount. No proposal has been received to date.
- In October 2021, the Town of Golden committed to organizing a call with the B.C. CRT Team and key stakeholders. In May 2022, the B.C. CRT Team reaffirmed their willingness to work with the towns of Golden, Revelstoke and Valemount on exploring Kinbasket recreational opportunities. The call has not yet occurred.



Projects Being Monitored

Duncan Dam Fish Passage

- No new updates since June/July 2022.
- Due to prolonged high-water levels this past spring, construction of the weir by IDL Projects Ltd. has been deferred to Spring 2023, although pre-construction work will go forward this year.

Koocanusa Debris Management

- No new updates since July 2021.
- Unexpectedly high reservoir levels in the summer of 2021, linked to greater glacial melt entering tributaries due to the summer's heat dome, resulted in even more debris entering Koocanusa. No changes are expected in BC Hydro's debris management program.
- Better coordination with the U.S. during Treaty negotiations regarding this topic, would improve debris management.

Koocanusa Reservoir Safety Signage

- No new updates since August 2022.
- Ministry of Environment & Climate Change Strategy staff have installed safety signs at boat launches at 24 Recreation Sites and Trails BC sites around Koocanusa Reservoir. They are working to install the remaining six signs at sites managed by BC Parks and Tobacco Plains First Nation.

Lardeau Valley

- No new updates since November 2021.
- Columbia Basin Trust's Community Readiness Program was suggested as a source of funding to support the purchase of emergency readiness equipment for community wide benefit for the Lardeau Valley.

Nakusp Marina and Breakwater Repairs

- No new updates since September 2021.
- The first phase of the Nakusp marina and breakwater repair project was completed in July 2020. The Village of Nakusp is seeking funding to repair another 300 feet of the breakwater.



Treaty Operating Week

- No new updates since July 2021.
- The current Treaty Operating Week results in Lower Columbia flow changes over seven days, beginning on Friday/Saturday, impacting weekend recreational users.
- The Treaty Operating Week is a clause in the Columbia River Treaty, and any proposed changes would need to be included in negotiations.

Valemount Air Quality Project

- No new updates since June 2022.
- The Valemount Clean Air Task Force developed a draft Air Quality Management Plan, which sets priority action items over the next five years aimed at improving air quality in Valemount.
- The Clean Air Task Force is expected to recommend initiatives to identify and address other contributions to Valemount's poor air quality, ensuring the most effective use of remaining funds from the Ministry of Energy, Mines and Low-Carbon Innovation.
- While the Clean Air Task Force has not excluded taking a more detailed look at the dust in general, this is currently a lower priority relative to other actions for improving air quality.

Projects on Pause

- **Grants in Lieu of Taxes** – Standing by to receive questions from the LGC.



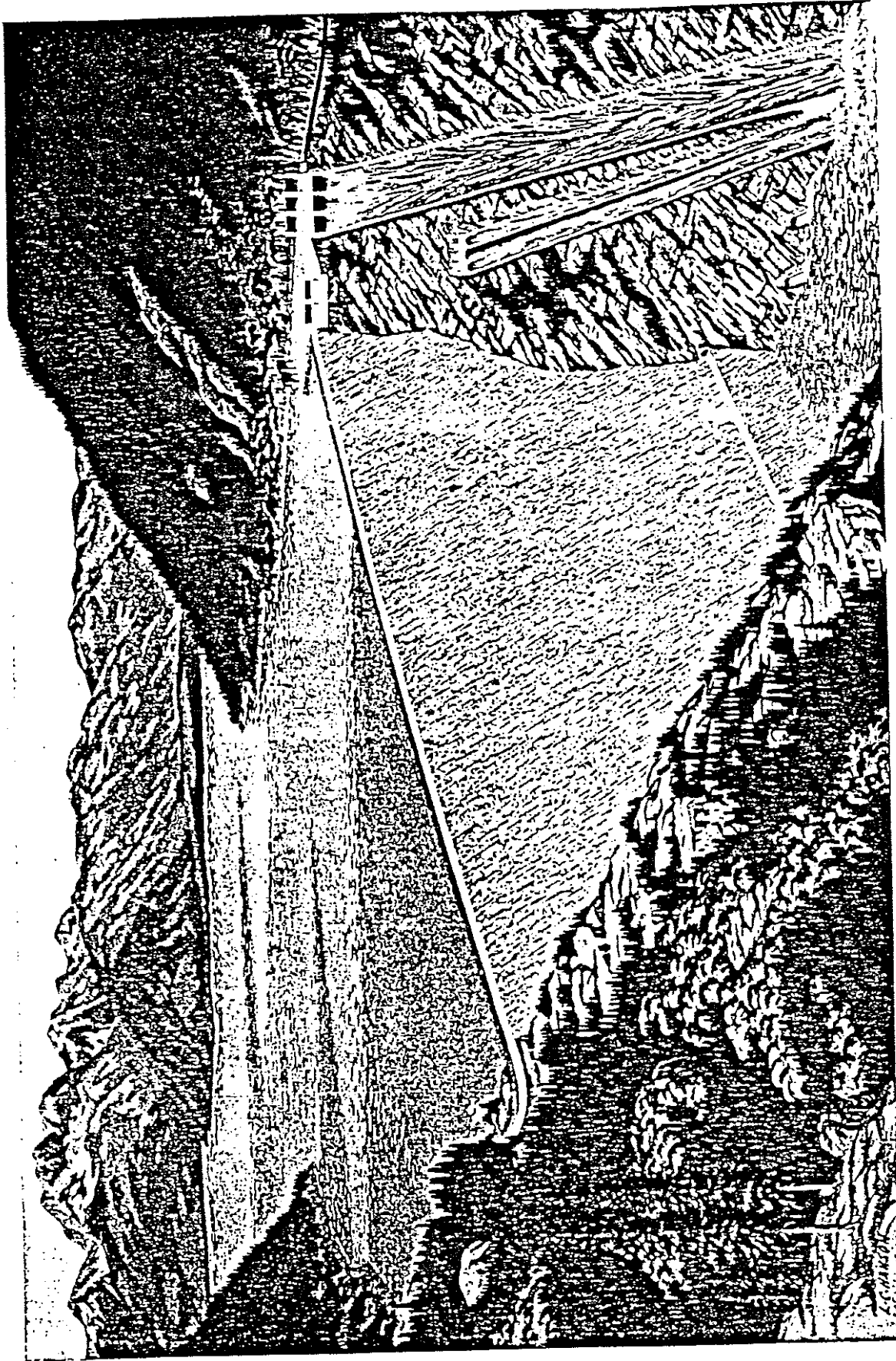
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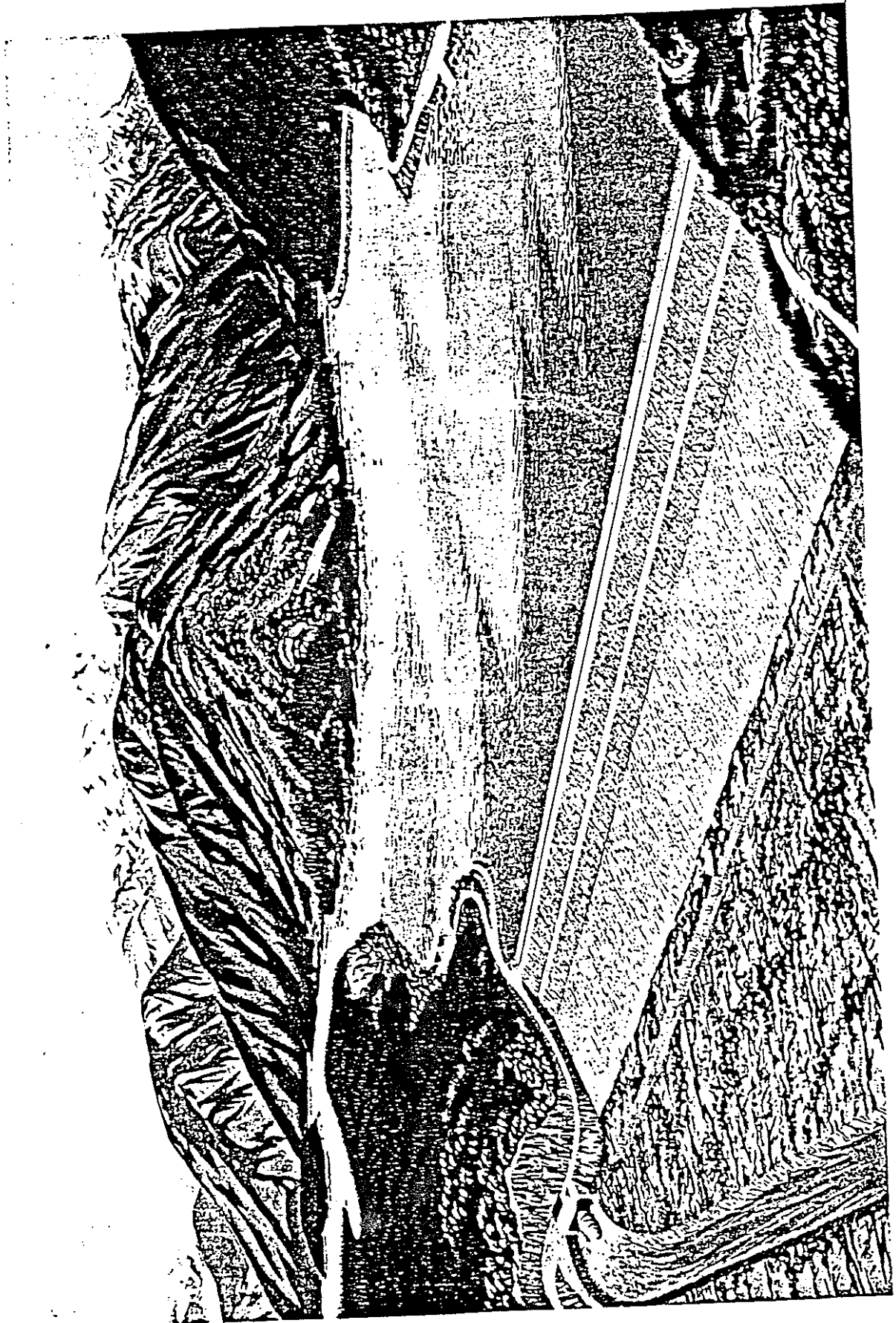
A PRESENTATION

ISSUED BY THE DEPARTMENTS OF
EXTERNAL AFFAIRS
AND
NORTHERN AFFAIRS AND NATIONAL RESOURCES

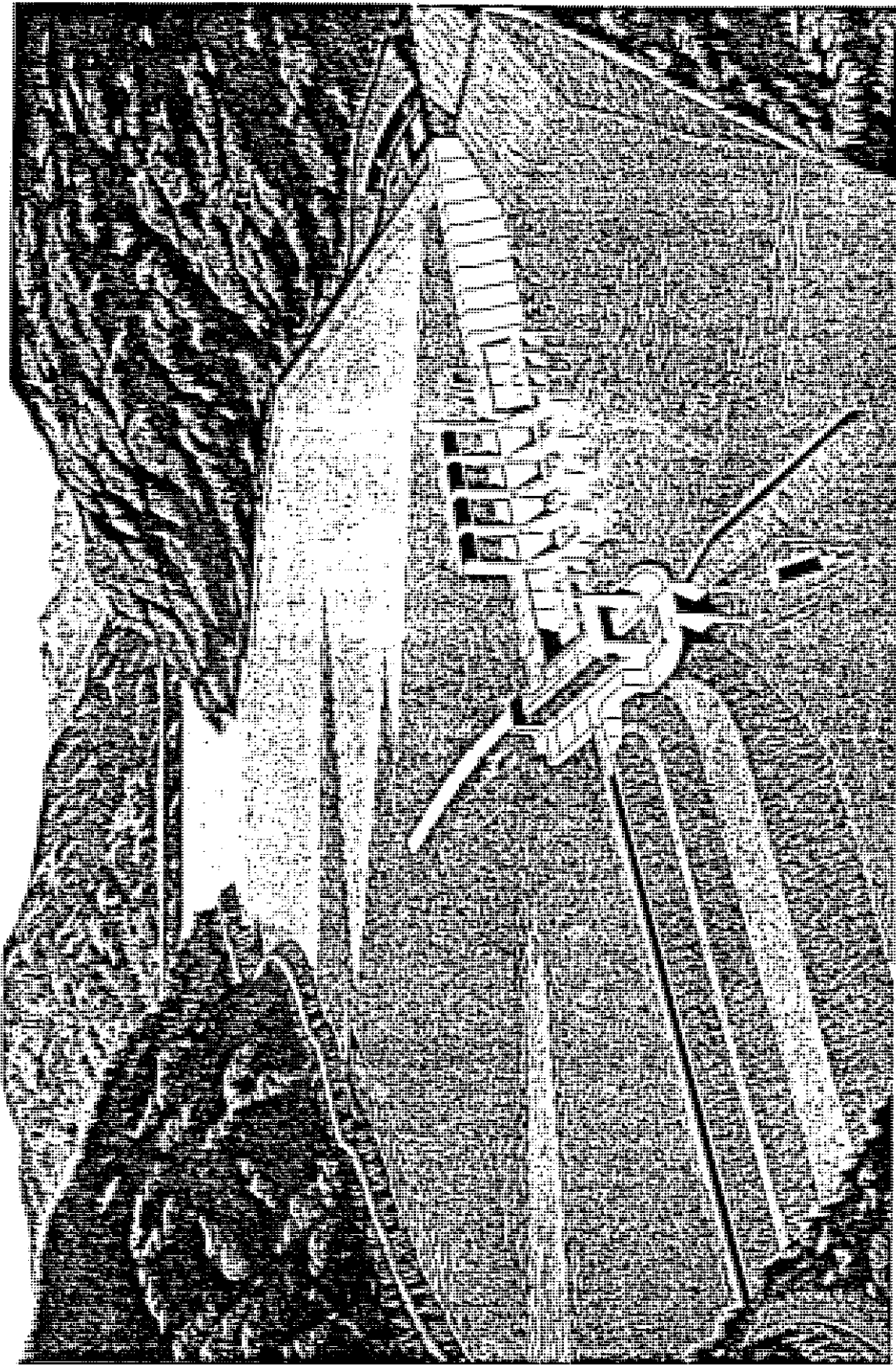
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MICA DAM - Artist's Conception



DUNCAN DAM - Artist's Conception



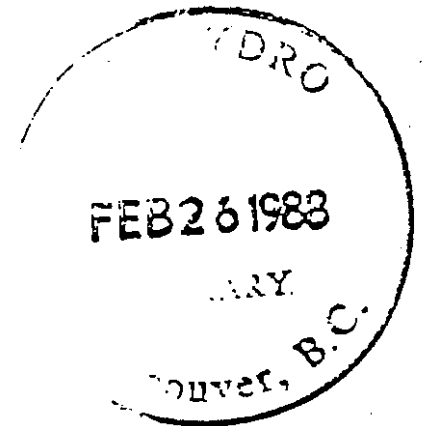
ARROW DAM - Artist's Conception



CANADA

THE COLUMBIA RIVER TREATY AND PROTOCOL

—
A PRESENTATION



ISSUED BY THE DEPARTMENTS OF
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APRIL 1964

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*Is treaty fair?
Title of future site*

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GLOSSARY OF TERMS

Acre-Foot - A unit of storage equal to a volume one acre in area and one foot in depth (271,379 Imperial gallons).

Average Annual Energy - The average annual energy which a project or system of projects is capable of generating over the period of record under study,

Average Annual Storage Use - The average amount of storage released and refilled on an annual basis over a specified period of years.

Average Annual Usable Energy - Firm energy plus the portion of the secondary energy which can be sold.

Critical Streamflow Period - The most adverse season or sequence of seasons of streamflow during a period of record under study. During the critical streamflow period only firm power is produced and reservoirs are fully utilized.

Cyclical or Carry-Over Storage - Storage at a project which cannot be released and then refilled in a year of average streamflow. Such storage is normally used only when the firm energy output of a system is threatened by low streamflow conditions or if above normal inflow is expected.

Dead Storage - The volume of water retained behind a dam which is not available for release.

Firm or Dependable Capacity - The maximum generating capacity which can be relied on to meet peak system loads.

Firm or Dependable Energy - Energy which can be supplied to consumers at any time. This energy is usually calculated as the average energy output of a plant or system of plants during critical streamflow conditions with the full use of available storage.

Kilowatt - A unit of power equal to 1.341 horsepower.

Kilowatt Hour - A unit of energy equal to the work done by one kilowatt over a period of one hour. One kilowatt year is equal to 8,760 kilowatt hours.

Live Storage - The volume of water retained behind a dam which is available for release.

Load Factor - The ratio between the average energy demand and the peak energy demand over a specified period of time.

Megawatt - 1,000 kilowatts.

Run of the River Plants - Generating stations with no storage facilities of any magnitude and which therefore must use river flows as they come.

Secondary or Interruptible Energy - Energy which cannot be guaranteed at all times. This energy can be graded into various classes of availability.

CHAPTER I

GENERAL INTRODUCTION

GENERAL INTRODUCTION

1. Scope of The Presentation

A treaty, demonstrating the confidence and the imagination of two countries jointly attempting to develop and manage an immense river which reaches into the territories of both, deserves the widest public understanding. The Columbia River Treaty is such a demonstration of common confidence, but it is more than that. It is the result of a linking of national needs on both sides of the border where Canadian interests, primary for Canadians, were fitted into a wider pattern of continental cooperation. It is also a complex exercise in the engineering and economics of power development and flood control in an area affecting over 250,000 square miles of river drainage and major economic activities on two sides of the international boundary. It is, again, an advanced model of bi-national cooperation where the essential independence of both states is maintained within a framework of administrative coordination. The grand aim of the treaty programme is to harness the waters of the mighty Columbia River so as to tame its powers for energy and prevent its energies from spilling to waste or wreaking destruction.

The object of this presentation is to describe and analyse the Treaty, its purposes and expected achievements and to inform Canadians that the Treaty was a successful conclusion to long and complex negotiations. It will seek to indicate that the Treaty meets all the foreseeable technical and legal problems of protecting the national interest in a vital bi-national river; that there were no acceptable alternative or better uses of the Columbia River for Canada; that the various Treaty projects were wisely selected; that the price paid to Canada for its power and flood control benefits was a fair one, making possible the construction of the Treaty projects and their immense benefits to Canada; and finally that the Treaty not only maintains Canadian independence but that the essential integrity of the Boundary Waters Treaty, 1909 has not been affected.

2. The River and its Basin

The Columbia River is one of the great rivers of the continent, with length and average volume of runoff exceeded only by the Mississippi, Mackenzie, and St. Lawrence Rivers. The portion of the basin considered in detail in this paper consists of the main stem of the river and its major international tributaries, the Kootenay and Clark Fork-Pend d'Oreille Rivers.

(1) Topographic Characteristics: The Columbia River and its tributaries drain an area of 259,000 square miles, mostly between the Rocky Mountains and Cascade Range. The basin extends 270 miles north into Canada and 550 miles south into the United States. The maximum width is about 730 miles. A map showing these and other features of the basin is attached inside the back cover of this presentation.

The Canadian portion of the basin, comprising 39,500 square miles, is in the southeastern part of British Columbia; the United States portion, 219,500 square miles, includes most of Idaho, Oregon and Washington, all of Montana west of the Continental Divide, and small areas of Nevada, Utah and Wyoming. While only about 15 per cent of the river basin is located in Canada approximately 30 per cent of the total river flow originates in that area.

The Columbia River rises in Columbia Lake in the Rocky Mountain Trench and flows a distance of 480 miles in British Columbia before crossing the international boundary into the northeast corner of the State of Washington. In the United States the river flows southerly through the central part of Washington to its junction with the Snake River, then turns and flows westerly and northwesterly to the Pacific Ocean, a total distance of 1,225 miles from its source in Columbia Lake. The total fall of the river from its source to the ocean is 2,655 feet.

The Kootenay River rises to the southeast of Golden, British Columbia, and flows southerly, passing within a mile of Columbia Lake at Canal Flats, British Columbia. About 45 miles south of the international boundary the river turns in a wide semicircle, re-enters Canada, and flows northerly into Kootenay Lake. From the outlet of the lake, the river flows westerly to join the Columbia about 29 miles north of the boundary. The total length of the Kootenay River is 464 miles.

The Clark Fork has its source near Butte, Montana, and flows northwesterly 490 miles to its junction with the Columbia just upstream from the international boundary. It is joined by the Flathead River, its principal tributary, at mile 245, and enters Pend Oreille Lake at mile 139. From Pend Oreille Lake to the Columbia, the stream is named the Pend Oreille River and it crosses the international boundary into Canada only 16 miles before its confluence with the Columbia.

(2) Flow Characteristics: The largest known flood of general occurrence in the Columbia River basin was that of June 1894. The flood resulted from rapid melting of an above-normal snow pack that had accumulated during the preceding winter. Maximum discharge of the Columbia River was estimated at 680,000 cubic feet per second at the international boundary and 1,240,000 cubic feet per second at The Dalles, Oregon. The peak stage at The Dalles was 34 feet above extreme low water and 26.6 feet above the stage at mean annual flow.

The nature of the river basin results in wide fluctuations in streamflow. Extremes of 680,000 cubic feet per second and 12,900 cubic feet per second have been estimated for one point on the international

boundary. At Revelstoke, farther upstream in the basin, the highest recorded flow was 99 times as great as the lowest. By contrast the flows of the St. Lawrence River have a range of only two to one. It is not surprising that in the 1948 flood the Columbia killed fifty people, made 38,000 homeless and destroyed a community in the United States numbering 18,000.

These characteristics demonstrate the great need of multi-purpose storage developments to alleviate flood damage and to regulate the flow to increase the hydroelectric power resources of the river basin. These power resources represent the largest energy potential of any river in North America.

3. Power Patterns in the Pacific Northwest and British Columbia

British Columbia and the Pacific Northwest are the natural heirs to the fruits of the Columbia River. Their joint and several power patterns emphasize this inevitable geographical fact and the economic-technical relationships, in power and flood control, that arise out of that fact.

(1) Power Development in the United States Pacific Northwest: In the United States the hydro plants of the Columbia River basin serve an area known as the Pacific Northwest which includes principally the states of Washington, Oregon, Idaho and Montana west of the Continental Divide. At the present time hydro plants provide about 96 per cent of this area's electrical energy. Power installations, complete or under construction on the main stem of the Columbia River alone now total approximately 10 million kilowatts and the full potential of both the main stem and its tributaries in the United States is estimated to be in the order of 35 million kilowatts of installed capacity, of which over 15 million kilowatts has already been developed. The Second World War created large demands in the Pacific Northwest for power, so that in 1945 the total power requirements in the Pacific Northwest were of the order of 15 billion kilowatt hours per annum, and the growth rate up to 1957 in the energy requirements was approximately 11 per cent per annum. There was a falling-off in 1957 to 1962, when the growth rate was only about 4 1/2 per cent, but it is now expected that this rate will increase to approximately 6 1/2 per cent per annum for the period up to 1980.

Quite apart from the boom conditions created by the Second World War the availability of power in the Pacific Northwest has demonstrated how industry and population could be attracted to this part of the North American Continent.

(2) Power Development in British Columbia: At the present time there are undeveloped hydroelectric power sites in British Columbia having a potential of about 22 million kilowatts of prime power, or about 33 million kilowatts of capacity at 65 per cent load factor. In comparison with this, the present total of hydroelectric power installations which



UNDEVELOPED HYDROELECTRIC RESOURCES IN BRITISH COLUMBIA

TOTAL 33,845,000 Kw.

Capacities to Meet 65% Load Factor

TAKU	5,620,000 Kw.	NECHAKO	925,000 Kw.
LIARD	3,650,000 Kw.	UPPER FRASER	6,540,000 Kw.
STIKINE	1,370,000 Kw.	LOWER FRASER	3,080,000 Kw.
SKEENA-NASS	2,680,000 Kw.	SOUTH COAST	2,390,000 Kw.
PEACE	3,710,000 Kw.	COLUMBIA	3,880,000 Kw.

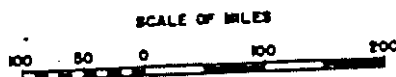


Plate 1 - Undeveloped Hydroelectric Resources in British Columbia.

have been developed in the Province is 2.6 million kilowatts of capacity. There are, in addition, existing thermal power installations totalling about 0.8 million kilowatts.

Between the years 1945 and 1954, the annual energy requirements of the Province increased from approximately 3 billion kilowatt hours to about 7 billion kilowatt hours, with a growth rate of 9 per cent annually. At that time the ALCAN smelter at Kitimat came into operation and between 1954 and 1962 the energy requirements again doubled, from 7 billion kilowatt hours to 15 billion kilowatt hours, for an average load growth of almost 10 per cent annually. Without considering the ALCAN load, the growth in this period would be 6.2 per cent per annum. At this rate the energy requirements of British Columbia are likely to double every ten to twelve years.

With the possible exception of the Bridge River development situated about 100 miles north of Vancouver, where installed capacity is over 400,000 kilowatts, all of the hydro plants serving the major load areas of the lower mainland and Vancouver are relatively small. Nearly all of these smaller sites in the vicinity of the load centres have now been developed, and load increases of the area are presently being met through additions to a 300 megawatt (300,000 kilowatt) thermal-electric plant situated at Vancouver.

In the Central Interior of the Province, where there has been little industrialization, the communities have been supplied from isolated diesel plants. Wherever feasible, these communities are being integrated into the main hydroelectric system of the British Columbia Hydro and Power Authority through extended transmission interconnections.

The ever expanding load in British Columbia can only be met successfully and economically from large power developments. As these large hydro installations take up to 10 years for completion of their engineering and construction, the Province has to plan its power development programme well in advance. Power from the Peace River development which is now underway in the northeastern part of the Province will be capable of meeting forecast loads from 1968 until the mid 1970's. At that time the development of the Columbia River Treaty dams will be completed and paid for through the sale of downstream power benefits to the United States and the generation of power in Canada from these projects will be available at very low cost. This development could start with the "machining" of the Mica project to its ultimate capacity of 1.8 million kilowatts, and then proceed with construction of plants at Downie Creek, Revelstoke Canyon and other sites until a total of about 4 million kilowatts of new capacity has been installed in the Columbia River basin in Canada.

Such a programme has not only provincial and regional significance, but importance for the whole of Canadian economic development and for the evolution of an effective regional and national energy policy.

4. National and Regional Energy Policy

Energy policy is dictated in part by regional considerations of future requirements. In the Maritimes over the long future new electric energy probably will be supplied by hydroelectric, thermal (using coal and oil), tidal and nuclear power. In Québec, for the foreseeable future, electric energy will continue to be supplied by hydroelectric development. In Ontario, large thermal-electric stations using imported coal will be needed together with nuclear power plants using natural uranium from Ontario mines. Manitoba's requirements will be met mainly by hydroelectric development on the Nelson River. Saskatchewan and Alberta with their coal, oil, and gas deposits probably will develop thermal plants together with some hydroelectric development. British Columbia has many sufficiently attractive hydroelectric reserves and sites for the years ahead.

In addition to power developments which have taken place in Canada and the interconnection of some of those developments, there has been an increasing amount of coordination with utilities in the United States. In British Columbia both the British Columbia Hydro and Power Authority and the West Kootenay Power and Light Company are members of the Northwest Power Pool, an organization which comprises more than 100 utilities and power agencies which are interconnected by the transmission lines of the Bonneville Power Administration. The cooperative operations of this power pool increase the dependability of the power supply of its members and provide power at the lowest possible cost. Such cooperative ventures should increase in the future as the power systems of the area grow.

The federal government, in cooperation with the provinces, has been active in the development of the country's energy resources. The National Energy Board, the Water Resources Branch of the Department of Northern Affairs and National Resources, the Dominion Coal Board and Atomic Energy of Canada Limited are responsible in large part, at the federal level, for keeping in close touch with energy reserves and power development in all its forms. Joint federal-provincial activities such as the Saint John River Board, Nelson River Programming Board, Federal-Provincial Working Committee on Long Distance Transmission, Resource Ministers' Council and Douglas Point Nuclear Station, are all contributing to secure orderly development of Canada's energy resources.

On 8 October 1963 the Minister of Trade and Commerce announced a National Power Policy in the House of Commons which embraced two essential concepts:

- (a) To encourage development of large low-cost power sources and to distribute the benefits thereof as widely as possible through interconnection between power systems in Canada, and
- (b) To encourage power exports and interconnection between Canadian and United States power systems where such might induce early development of Canadian power resources.

The Columbia River Treaty should be viewed, therefore, as a greatly significant effort toward the advancement of regional and national energy programmes that include not only the idea of regional and national electrical energy interchanges and grids, but perhaps even more urgently, the exploitation of hydro power resources wherever the Canadian potential and United States markets can accommodate each country's needs and interests.

5. The Making of the Treaty - Historical Summary

In 1944, the Governments of Canada and the United States requested the International Joint Commission (I.J.C.) to undertake investigations to determine whether further development of the water resources of the Columbia River basin would be practical and advantageous to both countries. The Commission, which is a body established under the Boundary Waters Treaty, 1909 to deal with various matters including questions relating to waters that cross the international boundary, established the International Columbia River Engineering Board (I.C.R.E.B.) to undertake the Columbia River investigations. The Board submitted its report in 1959 and indicated that there were a number of sites in Canada suitable for the construction of large storage reservoirs that could be used to regulate the Columbia River for the benefit of both the United States and Canada. The Board presented three development plans of almost equal merit, but did not attempt to indicate how those plans could be developed in a step by step approach or how the benefits of those plans should be divided between the two countries.

In January 1959, the two governments requested the I.J.C. to make a special report on principles for the calculation and apportionment of the benefits which would result from a cooperative development of the Columbia River basin. The Commission submitted its recommendations to the governments in December 1959. The next phase began on February 11, 1960, with the commencement of direct negotiations between representatives of Canada and the United States concerning the selection, construction, and cooperative use of specific projects. These negotiations led to the signing of the Columbia River Treaty on January 17, 1961, at Washington, D. C.

On March 16, 1961, the United States Senate adopted a resolution approving the Treaty. However, ratification did not take place in Canada and following the Hyannis Port meetings between President Kennedy and Prime Minister Pearson in the spring of 1963 formal negotiations resumed between the two countries. At the same time the first of a new series of meetings between representatives of the governments of British Columbia and Canada was held in Ottawa on June 3 and 4 and produced a draft agreement outlining the respective responsibilities of the two governments in the development of the Columbia River. The Main Agreement was signed on July 8, 1963 (a Supplementary Agreement was signed on January 13, 1964).

The Canadian-United States negotiators held their initial 1963 meeting in Ottawa on August 1 and 2, when consideration was given to a

Canadian draft of an Exchange of Notes and Protocol. These negotiations continued through until January 1964 when agreement was reached on the final substance of the documents. On January 22, 1964 the Protocol and other documents relating to the Treaty were signed at Washington, D. C.

6. Columbia River Negotiations - Selected Chronology: 1943-1964

- (1) September 24, 1943 - U.S. Senate Committee on Commerce adopted a resolution asking Corps of Engineers to undertake a comprehensive survey of Columbia River basin in the United States.
- (2) March 9, 1944 - The Columbia River Reference, proposed by U.S. and agreed to by Canada, submitted to I.J.C. This reference called for studies of the entire Columbia River basin to:

"determine whether a greater use than is now being made of the waters of the Columbia River system would be feasible and advantageous".

The Reference goes on to say:

"It is desired that the Commission shall determine whether in its judgment further development of the water resources of the river basin would be practicable and in the public interest from the points of view of the two governments, having in mind (a) domestic water supply and sanitation, (b) navigation, (c) efficient development of water power, (d) the control of floods, (e) the needs of irrigation, (f) reclamation of wet lands, (g) conservation of fish and wildlife, and (h) other beneficial purposes".

This reference led to the establishment of the International Columbia River Engineering Board.

- (3) May , 1948 - Floods in Kootenay Flats area, particularly in vicinity of Bonners Ferry, Idaho. I.J.C. requested by U.S. to make an interim report on Kootenay River.
- (4) 1949 - U.S. Corps of Engineers' Report on Columbia basin within the U.S.

- (5) November 1, 1950 - Interim Report by International Columbia River Engineering Board submitted.
- (6) January 12, 1951 - First U.S. application to I.J.C. for approval of Libby dam in Montana.
- (7) April 8, 1953 - U.S. application to I.J.C. for approval of Libby withdrawn.
- (8) May 22, 1954 - Second U.S. application to I.J.C. for approval of Libby.
- (9) July 11, 1955 - Enactment of International River Improvements Act (S.C. 1955, Ch. 42).
- (10) March 25-28, 1956 - Prime Minister St. Laurent and President Eisenhower met at White Sulphur Springs and agreed that the Columbia River problem should be discussed at the intergovernmental level.
- (11) May 23, 1956 - Press release issued by the two governments announcing that diplomatic talks would take place with respect to waters of the Columbia River.
- (12) July 4, 1956 - Talks between Premier Bennett and Mr. Lesage, Minister of Northern Affairs.
- (13) March 8, 1957 - Minister of Northern Affairs announced in House forthcoming meeting with the U.S.
- (14) May 20-21, 1957 - Meeting at Washington. Canadian side led by Minister of Northern Affairs accompanied by B.C. representatives.
- (15) October 14, 1957 - Speech from the Throne contained the following reference to the Columbia:

"My Ministers are pressing for a favourable settlement of international problems in connection with the Columbia River to clear the way for a joint programme with the province of British Columbia to develop the immense power in the waters of this river".

- (16) December 5, 1958 - Press Release by Acting Prime Minister (Mr. Green) that the I.J.C. would be asked to report on methods of determining and apportioning benefits.

- (17) January 14, 1959 - First meeting in Vancouver of Canada - B.C. Technical Liaison Committee.

- (18) January 29, 1959 - Identical letters sent to I.J.C. by Canada and U.S. asking I.J.C. to report:
 - "at an early date its recommendations concerning the principles to be applied in determining:
 - (a) benefits which will result from co-operative use of storage of waters and electrical interconnection within the Columbia River system, and
 - (b) apportionment between the two countries of such benefits, more particularly in regard to electrical generation and flood control".

- (19) March 1, 1959 - I.J.C. received report of International Columbia River Engineering Board entitled "Water Resources of the Columbia River Basin".

- (20) April 28, 1959 - First meeting of Canada-B.C. Policy Liaison Committee held in Ottawa.

- (21) December 29, 1959 - I.J.C. Report on "Principles for Determining and Apportioning Benefits from Cooperative Use of Storage Waters and Electrical Interconnection within the Columbia River System" submitted to Canada and the U.S.

- (22) January 14, 1960 - The Government declared in the Speech from the Throne that it "remains ready to participate with British Columbia in the joint development of the potentials of this great river".

- (23) February 11-12, 1960 - First meeting of Canada-U.S. negotiators.

- (24) September 28, 1960 - Joint Progress Report submitted.

- (25) October 19, 1960 - Press announcement by Prime Minister that agreement had been reached on the acceptance of the Progress Report as a basis for a treaty.

- (26) January 8, 1961 - Report to Governments by negotiating teams submitted, recommending the text of the Treaty.
- (27) January 17, 1961 - The Treaty signed in Washington, D.C.
- (28) - Hearings of Comptroller of Water Rights for British Columbia in the matter of application of the British Columbia Power Commission to store water at Arrow Lakes, Duncan Lake and Mica:
- | | | | |
|--------------------|---|------------------|------------------------------------|
| September 18, 1961 | - | Revelstoke, B.C. | <u>Mica</u> |
| September 21, 1961 | - | Kaslo, B.C. | <u>Duncan</u> |
| September 26, 1961 | - | Revelstoke, B.C. | <u>Arrow</u> |
| September 27, 1961 | - | Revelstoke, B.C. | <u>Arrow</u> |
| September 29, 1961 | - | Nakusp, B.C. | <u>Arrow</u> |
| September 30, 1961 | - | Nakusp, B.C. | <u>Arrow</u> |
| October 3, 1961 | - | Castlegar, B.C. | <u>Arrow</u> |
| October 4, 1961 | - | Castlegar, B.C. | <u>Arrow</u> |
| November 21, 1961 | - | Victoria, B.C. | <u>Arrow, Duncan & General</u> |
| November 22, 1961 | - | Victoria, B.C. | <u>Arrow, Duncan & General</u> |
- (29) April 5-6, 1962 - Preliminary meeting of federal and B.C. officials at Ottawa.
- (30) September 11-12, 1962 - Meetings of officials of the governments of Canada, British Columbia and the United States on possible sale in the United States of Canadian downstream benefits.
 October 2-3, 1962 -
 December 19-20, 1962 -
- (31) May 10-11, 1963 - Prime Minister Pearson and President Kennedy agreed at Hyannis Port to initiate negotiations on a Protocol embodying clarifications and adjustments in the Treaty arrangements.
- (32) June 3-4, 1963 - Canada-B.C. meeting at Ottawa to draft an agreement between Canada and B.C.

- (33) July 8, 1963 - Main B.C.-Canada agreement signed.
- (34) July 24-25, 1963 - Canada-B.C. meetings at Ottawa to review draft Protocol and proposed Canadian draft of Canada-U.S. exchange of notes.
- (35) August 1-2, 1963 - First of resumed series of meetings of Canada-U.S. negotiators, at Ottawa. Consideration of Canadian draft of Canada-U.S. exchange of notes and Protocol.
- (36) January 8-9, 1964 - Canada-B.C. meeting at Ottawa, considered supplementary agreement to Agreement of July 8, 1963.
- (37) January 13, 1964 - Supplementary B.C.-Canada Agreement signed.
- (38) January 13, 1964 - Canada-U.S. meeting, Ottawa. Negotiations completed on Protocol and Terms of Sale.
- (39) January 22, 1964 - Signing of exchanges of notes at Washington, D.C.
- (40) March 3, 1964 - Secretary of State for External Affairs submitted a resolution to the House of Commons asking that the Treaty and Protocol be referred for study to the Standing Committee on External Affairs.

CHAPTER II

THE COLUMBIA RIVER TREATY, PROTOCOL, AND
RELATED DOCUMENTS

THE COLUMBIA RIVER TREATY, PROTOCOL AND RELATED DOCUMENTS

The basic documents which outline the proposals for a co-operative development of the resources of the Columbia River basin are the Treaty signed in January 1961, the Protocol and proposed Terms of Sale which were signed in January 1964 and the British Columbia-Canada Agreements signed in July 1963 and January 1964. A very brief look at these documents is desirable at this point in the presentation and a more detailed analysis of the documents is given in the Appendix to this paper.

1. The Columbia River Treaty

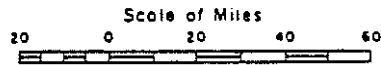
The basic Treaty for the development of the Columbia River was described in detail by the Prime Minister of Canada in a Press Release on the date of signing, January 17, 1961. That Press Release is contained in Hansard for January 18, 1961 and is reproduced on pages 82 to 97 of a White Paper on the Columbia River which was tabled in Parliament on March 2, 1964.

The main features of the twenty-one Articles and two Annexes of the Treaty are as follows:

- (a) Canada is to build within a nine-year period storage projects in the Columbia River basin in Canada at the Arrow Lakes, Duncan Lake and Mica Creek sites. Plate 2, a map of the northern portion of the Columbia River basin, shows the locations of these projects. These projects will control a very large amount of storage of which a part (though by no means all) will be committed for operation on agreed terms to produce power benefits downstream in the United States which will be shared equally between the two countries as well as substantial benefits in and for Canada itself. Some of this storage will also be operated to provide flood control, and payments totalling at least \$64,400,000 (U. S.) and possibly \$71,900,000 (U. S.) will be made to Canada for flood damage prevented in the United States.
- (b) The United States is to operate all its existing hydroelectric plants in the basin and any new projects on the main stem of the river so as to make the best use of the Canadian storage and therefore produce the maximum amount of power benefits possible for sharing by the two countries.

DEPARTMENT OF NORTHERN AFFAIRS AND NATIONAL RESOURCES
WATER RESOURCES BRANCH

NORTHERN PORTION OF THE COLUMBIA RIVER BASIN



- LEGEND
TREATY PROJECTS...
EXISTING PROJECTS...
FUTURE PROJECTS...

MARCH 1964

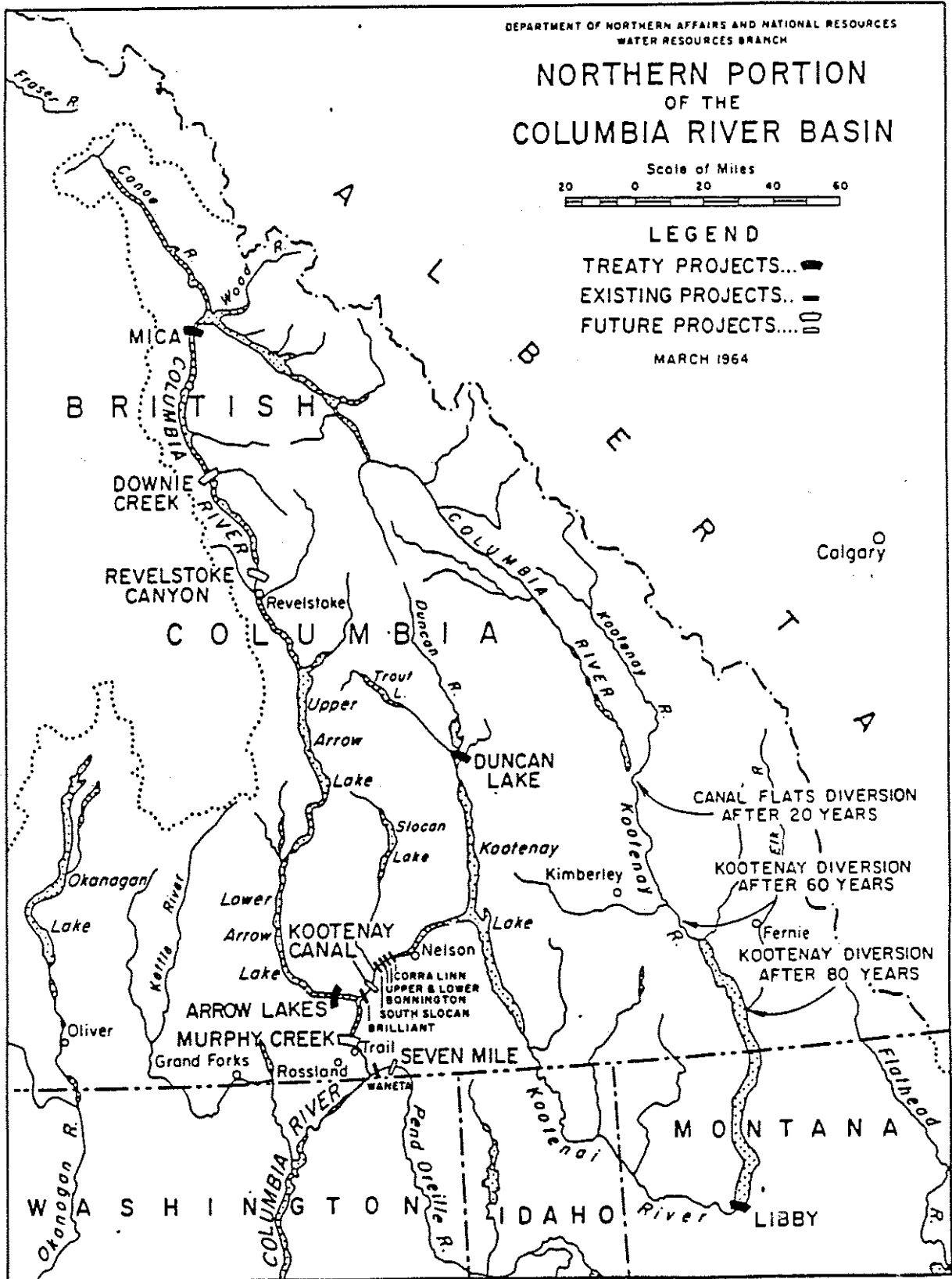


Plate 2 - Northern Portion of Columbia River Basin.

- (c) Canada's entitlement to one-half the downstream power benefits produced in the United States by Canadian storage is either to be returned to the Canadian border for distribution in Canada or sold in the United States under general conditions agreeable to both countries.
- (d) The United States is given the option of constructing a dam on the Kootenai River at Libby, Montana. Canada must be notified within five years of ratification of the Treaty whether the project is to be constructed and the project must be in full operation within seven years of that notification. The United States will pay the entire cost of the dam and reservoir in the United States and Canada will provide the 13,700 acres of land that will be flooded on its side of the boundary. For that very small contribution, Canada gets major benefits in flood control and increased power production at Canadian generating plants downstream on the river from Libby after the river re-enters Canada. Those benefits are not subject to any sharing with the United States.
- (e) The Treaty contains provisions regarding permissible diversions both for power purposes and for consumptive uses such as irrigation, domestic and municipal uses. Either country may make whatever diversions are required for consumptive uses. However, during the period of the Treaty, only Canada can make diversions for power purposes which will alter the flow of the Columbia River or its tributaries where these cross the international boundary. The diversion rights for power purposes permit diversions into the Columbia River at Canal Flats of about 20 per cent, 75 per cent and 90 per cent of the flow of the Kootenay River before it enters the United States. These diversion rights can be exercised at 20, 60 and 80 years respectively from the date of ratification of the Treaty. If the United States does not build the Libby Dam under the terms of its option, the 90 per cent diversion may be made at any time.
- (f) The Treaty also contains provisions regarding the designation of operating entities, the establishment of a joint Permanent Engineering Board, procedures for settling differences, provisions for restoring the pre-Treaty legal position after the Treaty has been terminated and limitations on liabilities for damages.

2. The Protocol

Following the signing of the Treaty on January 17, 1961, there was the widest opportunity for public discussion concerning the merits of the Treaty. Out of that valuable national concern came proposals for improvements in the Treaty. These improvements were incorporated into a Protocol to the Treaty agreed to on January 22, 1964. Among the

improvements to the Treaty are:

- (a) New procedures for Canadian participation in determining the need for any flood control requested by the United States that is additional to the flood control covered by the initial payments.
- (b) Reaffirmation in positive terms of Canada's right to make any diversions of Columbia basin water required for consumptive needs such as irrigation and municipal uses.
- (c) Clarification of Canada's right to continue in perpetuity any diversions of Kootenay River water undertaken in accordance with the Treaty.
- (d) Confirmation of Canadian control over the detailed operation of the Canadian Treaty storage for power purposes.
- (e) An increase in Canada's downstream energy benefits by 14 to 18 per cent by using a longer period of streamflow in benefit calculations.
- (f) A clear statement that the Treaty does not establish any principle or precedent that applies to any waters other than those of the Columbia River basin, and does not modify the application of the Boundary Waters Treaty to such other waters.
- (g) Elimination of the Treaty Standby transmission charges for the 30-year period of the sale of Canadian downstream power benefits to the United States and thereafter if the service is not required.

The Protocol also modifies the Treaty on a point which is vital to the sales agreement with the United States. Article VIII (1) of the Treaty, which refers to a possible disposal of downstream power benefits in the United States, requires that such disposals be covered by an exchange of notes between the two countries "as soon as possible after the ratification date". The sale of Canada's entire entitlement to downstream benefits for 30 years as is now planned and the absence of immediate markets for those power benefits in Canada make it essential that assurance of purchase by the United States is made either before, or contemporaneously with, ratification by Canada. The Protocol requires a simultaneous exchange of the ratifications and completion of the initial sales agreement and therefore insures a market for Canada's downstream benefits.

The total effect of the improvements through the Protocol is to establish a better balance between essentially Canadian interests and the interests of the Columbia River basin as a whole.

3. The Proposed Terms of Sale of Downstream Benefits

Under the terms of the Columbia River Treaty a sale of Canada's entitlement to downstream power benefits could not take place until after the Treaty was in force. However, this restriction has now been removed by the Protocol and the Governments of Canada and the United States through an Exchange of Notes have agreed in advance on general conditions and limits for an initial sale and they have undertaken to authorize a sale that meets these terms and conditions contemporaneously with the exchange of ratifications. British Columbia and Canada in the Supplemental Canada-British Columbia Agreement have each acknowledged that the proposal is satisfactory.

The proposal requires the sale of Canada's share of the first thirty years' production of downstream power benefits of each Treaty project to a single private Purchaser in the United States rather than to a government agency. In return Canada will receive complete pre- payment therefore in a lump sum totalling \$254,400,000 (U. S.) [equivalent to \$274,800,000 Canadian] upon ratification of the Treaty. There is to be no right of renewal of the sale contract so the possibility of full recapture is assured. The formal and detailed contract of sale between the Purchaser and the British Columbia Hydro and Power Authority, the Canadian entity for Treaty purposes, will cover a wide range of technical matters acceptable to them. However, it must conform to and is subject to the general conditions and limits agreed to by the Governments and set out in the attachment to the Exchange of Notes. The actual contract will be negotiated and signed by British Columbia Hydro and Power Authority and the Purchaser before the Treaty is ratified. Thus Canada and the United States retain control of the details of the transaction between British Columbia and the Purchaser.

More detailed comment on the Terms of Sale is given in the Appendix of this presentation.

4. British Columbia - Canada Agreements

The Government of Canada and the Government of British Columbia entered into a Main Agreement dated July 8, 1963, and a supplemental one dated January 13, 1964, under which the rights and obligations of British Columbia are defined and provision is made for effective implementation of all the arrangements that are contemplated for the cooperative development of the Columbia River.

The need for the agreements lies in the fact that while in the Treaty, the Protocol and the exchange of notes concerning sale of the downstream power benefits, Canada is the contracting party in relation to the United States, it is British Columbia that is the owner in Canada of the water resource involved and which must do the things required for the development and utilization of that resource in Canada. Therefore, it was essential to have very clear agreement as to how British Columbia is going to discharge the obligations that Canada has undertaken in relation to the United States, both immediately and during the

entire life of the Treaty. Equally, there had to be a clear understanding as to how Canada is going to pass on to British Columbia the payments and other benefits the United States is to provide and how, during the life of the Treaty, Canada will handle the claims, benefits and other questions that will arise. All of these aspects were agreed upon in the two agreements between the governments.

CHAPTER III

ALTERNATIVE OR BEST USES OF THE COLUMBIA RIVER BASIN
IN CANADA

ALTERNATIVE OR BEST USES OF THE COLUMBIA RIVER BASIN IN CANADA

When Canada considered entering into a cooperative undertaking for the development of the Columbia River basin, great care had to be taken to ensure that the alternatives or "best uses" of the river in the national interest of Canada were never lost sight of when considering the international advantages. Accordingly, much study was carried out in Canada over the twenty years subsequent to the original reference to the International Joint Commission in 1944, with the aim of the research being the achievement of the best plan of development for Canada.

Such studies of the Columbia River basin in Canada concentrated on the development of the river for power, not only because of the complexity of this aspect of the problem, but because the development of power appeared as the largest and most valuable benefit from the resource. The studies of the whole of the Columbia River basin which were being carried on simultaneously by the International Columbia River Engineering Board also concentrated on power development. Conclusion "(e)" of the Board's 1959 report to the International Joint Commission stated in part:

"The largest and most valuable benefit to be obtained from water resources developments in the Columbia River basin is the production of hydro-electric power."

In the process of studying the power potential of the basin in Canada the investigations carried out in the reservoir areas of the proposed projects indicated to some extent the beneficial or detrimental effect the various plans of development would have on the use of the river valleys for irrigation, agriculture, forestry, mining, manufacturing, fish and wildlife, recreation and transportation. This chapter briefly reviews the results of those studies as they relate to strictly independent development in the Canadian portion of the basin.

1. The Best Use of the River for Purely Canadian Development - The Concept

In the late 1940's Canadian engineers began a long series of extensive investigations of possible damsites in the Columbia River basin in Canada. These investigations continued throughout the 1950's as the results of the earlier site investigations and associated regulation studies of the river pointed out new and more economical possibilities of development. Altogether more than 20 locations for projects were examined on the main stem of the Columbia River in Canada and over 10 locations on the Kootenay River. Studies were also carried out to

assess the water resource potential of the Pend d'Oreille River and many of the smaller tributary rivers such as the Okanagan-Similkameen, Kettle, Incomappleaux, Beaton, Lardeau, Duncan and Goldstream Rivers. Possibilities of sub-basin and trans-basin diversions were also investigated and very extensive programmes of sub-surface investigations, geological and topographical mapping, and water supply studies were undertaken. Approximately one hundred different combinations of projects were studied by the Water Resources Branch of the Federal Government alone during the course of investigation.

2. "Best Plan" for Power in Canada

As the investigations continued the process of elimination resulted in the adoption of sites on the Columbia River at Luxor, Calamity Curve, Mica Creek, Downie Creek, Revelstoke Canyon and Murphy Creek. Together, projects at these sites could develop over 90 per cent of the total head of 1,350 feet available between the headwaters at Columbia Lake and the international boundary. A further 44 feet of head could be developed by a dam at the outlet of Arrow Lakes, but it was apparent even in these early studies by both government and consulting engineering firms that the great value of the Arrow Lakes site was the important role it would play in a plan of cooperative river development with the United States and particularly in promoting the effective use of Canadian storage farther upstream for production of power in Canada within such a cooperative arrangement.

In the Kootenay River basin in Canada where five main stem plants already produce power which is used to a very considerable extent by the industrial complex in the Trail area, project sites were selected for final study at Canal Flats, Copper Creek, Bull River and Dorr on the main stem and Duncan Lake on a tributary stream entering Kootenay Lake from the north. Consideration was also given to the streamflow regulation that could be provided by development of the proposed Libby project in the United States. The Libby reservoir would provide regulation of the Kootenay River flows which would justify the construction of a new plant on the West Kootenay reach of the river in Canada. This new "Kootenay Canal Plant" (not to be confused with the Canal Flats diversion) would utilize, by means of a by-pass canal, the head between the forebays of the existing Corra Linn and Brilliant plants.

It became apparent during the studies that the economics of the high cost dams in the East Kootenay Valley in Canada could be improved considerably if the projects were used for diversion of Kootenay water into the Columbia River across the low divide at Columbia Lake (see Plate 3). In this way, it would be possible to use the Kootenay water through a much greater total head on the Canadian Columbia than is available on the Canadian Kootenay itself.

Such diversions of the Kootenay River however, would not only flood large land areas and require the relocation of settlements and transportation routes, but it would reduce the flow of water to the Consolidated Mining & Smelting Company (Cominco) plants in the lower



Columbia Lake

Kootenay Central Canal

Kootenay River

Kootenay Canal

Plate 3 - Canal Flats Diversion.

Kootenay where a total of 375 feet of head has already been developed. Thus, large scale diversions of water from the Kootenay to the Columbia would only be attractive, if at all, when hydroelectric developments on the Canadian Columbia have been advanced to the stage where they offered a very considerable advantage in developed head over that already available on the Kootenay.

The problem of the plan of best use in Canada for power finally resolved itself to the consideration of one plan without any diversion of the Kootenay River and others calling for various degrees of river diversion. Plate 4 shows the projects involved in a limited Canal Flats diversion and those involved in the maximum Dorr-Bull River-Luxor proposal. The power potential of these and other alternative proposals were studied month by month for a 20-year period of streamflow record, and it became obvious that while increasing amounts of Kootenay River diversion provided greater power benefits to Canada, the cost of providing the last increments of power through diversion approached the point where it indicated only marginal economic advantage. This was particularly so when the non-diversion or limited diversion plans studied assumed the construction of the Libby dam in the United States at the expense of that country. Having the flows of the Kootenay River regulated at little or no expense to Canada produced very low-cost power benefits downstream in Canada on the Kootenay (at the Cominco plants) which made it increasingly difficult to support a full diversion of the Kootenay River in Canada. On the other hand, the more limited diversion plans would produce a very low cost increment of power on the main stem of the Columbia River and at the same time would permit the construction of Libby and therefore significant power and flood control benefits on the Kootenay River in Canada.

The final conclusion indicated by the Federal Government power studies was that a plan of development providing for a limited diversion of the Kootenay River, preferably at Canal Flats where only a low and relatively inexpensive structure would be required, was the best use of the river basin in Canada for power purposes. This plan would ultimately call for the development of the sites shown on Plate 5.

While this plan of best use would, at its ultimate stage of development, produce somewhat less power for Canada than a maximum diversion plan, the last-added increment of energy provided by maximum diversion from the Kootenay to the Columbia did not appear competitive with alternative sources of energy. This conclusion, favouring only a limited diversion of the Kootenay River, has been supported by studies carried out independently by Canadian consulting engineering firms. In November 1957 the Montreal Engineering Company included the Canal Flats diversion in the plan it recommended for independent development by Canada, and in 1959 the firm of Crippen Wright Engineering Ltd. concluded that limited diversions of up to 5,000 cubic feet per second at Canal Flats could be handled with "moderate expenditures" and with "outstandingly economical results in terms of increased power

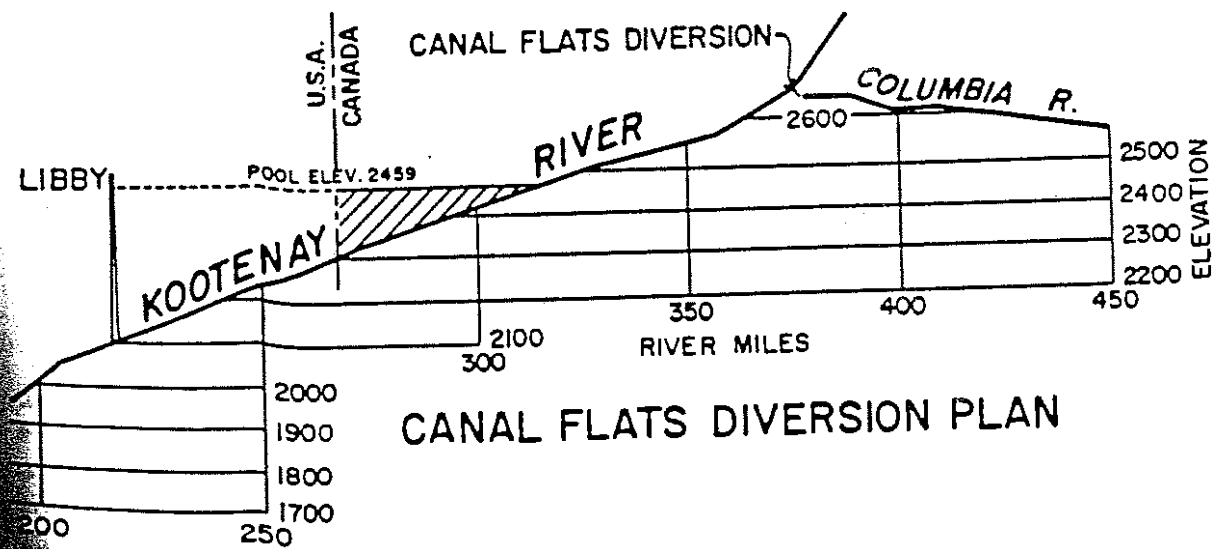
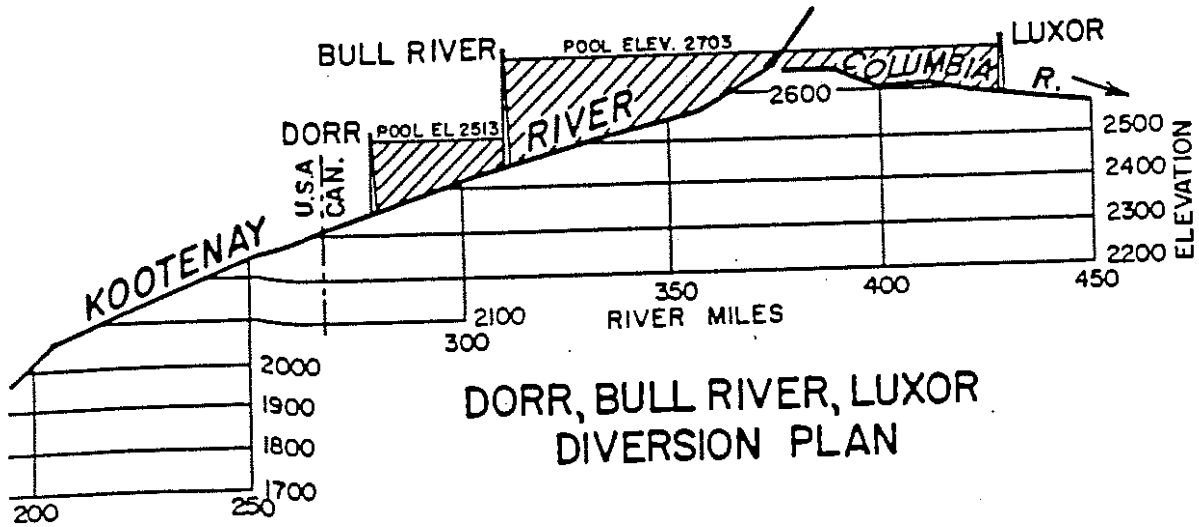


Plate 4 - Profile of Upper Kootenay River in Canada.

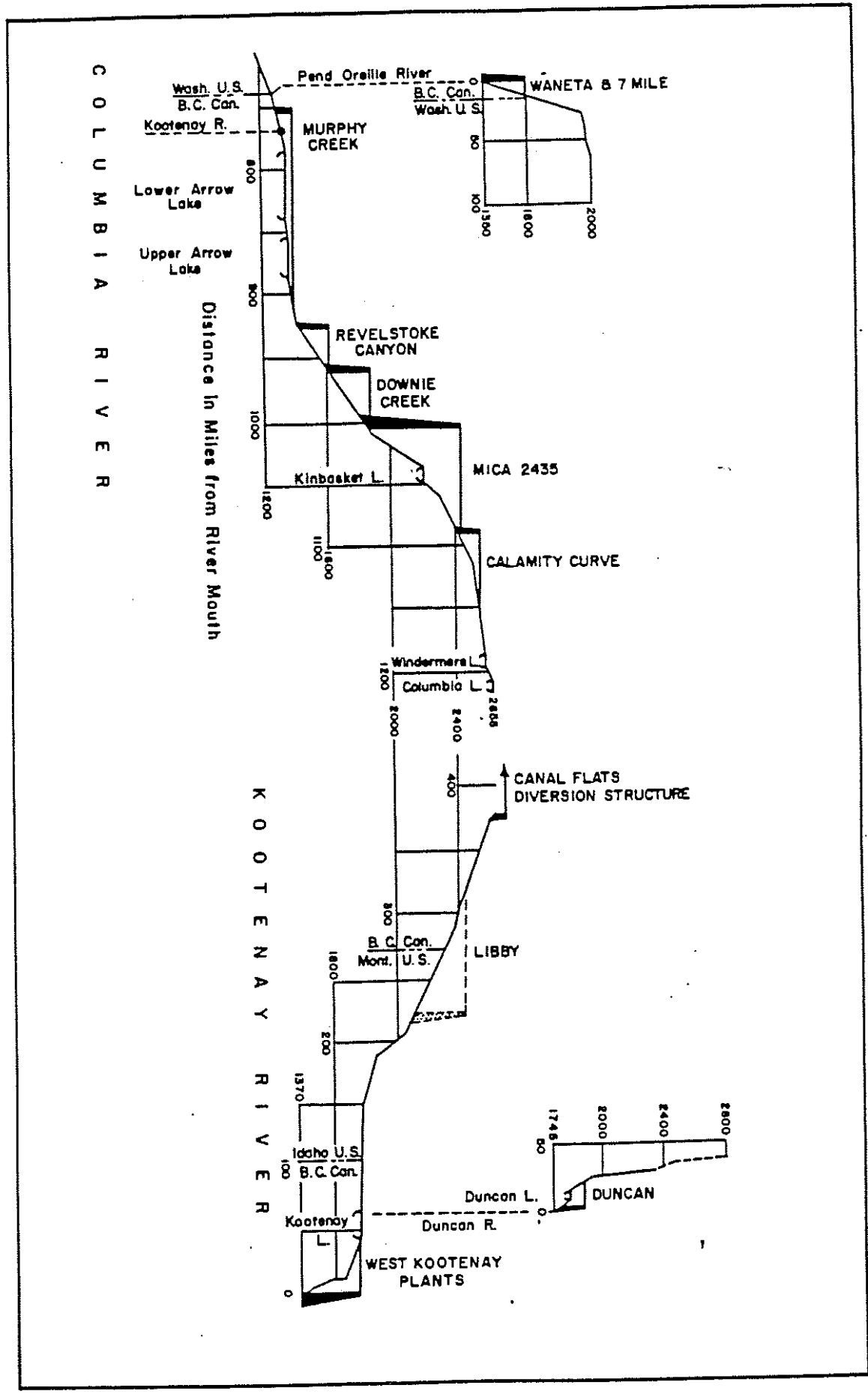


Plate 5 - Profile of the Canal Flats Diversion.

generation at downstream plants". They also concluded that:

"Two other possible sites for a diversion dam on Kootenay River are situated near the confluence with the Bull River, one just above the confluence, the other just below. Schemes incorporating diversion dams at these alternative sites are found to be uneconomic in comparison with schemes dependent on a diversion dam at Canal Flats or Copper Creek, and they are not recommended."

In addition, the 1959 report of the International Columbia River Engineering Board to the International Joint Commission, while complicated by the fact that it studied power developments fully integrated with the United States and at one point in time, still indicated that the plan calling for a limited diversion of the Kootenay River produced the lowest cost power for Canada and only slightly less power than the maximum diversion plan.

While these studies of best use were unanimous as to the desirability of a limited Kootenay River diversion, they also showed unanimity in their views as to the marginal economics of even this best use of the water for power purposes in Canada if it were developed independently of development in the United States.

Therefore, even the best use plan for power in Canada on the Columbia River indicated the need for the benefits of cooperative development with the United States to make it a truly profitable venture for Canada.

3. Other Considerations of Best Use for Canada within the Columbia River Basin

While the best use plan of Canadian development was initially determined primarily on the economics of its power potential, it also appeared as the best plan of development having regard to all other aspects of development in the basin. The following sections compare the impact on the economy of the Columbia River basin in Canada of the best use plan or limited diversion plan as opposed to a plan of maximum diversion of the Kootenay River.

(1) Industry and Mining: These two developments go hand in hand in the Columbia River basin as the basin is the centre of the vast industrial complex of the Consolidated Mining and Smelting Company of Canada Ltd. This complex embraces both the East and West Kootenay Valleys with its major effects felt in the Trail and Kimberley areas upon which the May 1963 "Regional Index of British Columbia - East and

West Kootenays" (1) reported as follows:

"The prosperity of the whole area is dependent upon this huge industrial establishment ... Evidence of the importance of the Company's operations to the economy is given by the fact that they employ 4,200 persons in the Trail area. Thus, well over half of the area's estimated labour force is directly dependent upon the Company's operations. In addition, of course, a very large number of persons who provide goods and services are indirectly dependent upon this payroll.

"Because of the preponderant position of The Consolidated Mining and Smelting Company in the economy, the area's future prosperity and economic growth will be closely linked to the fortunes and policy of The Consolidated Mining and Smelting Company Limited."

This vast industrial and mining complex is founded largely upon the supply of low cost power which is presently generated on the Kootenay and Pend d'Oreille Rivers in Canada, and the continued development of the area is dependent upon increased supplies of such low cost power. The Canadian plan of best use of the Columbia River and tributaries, involving only the limited diversion of the Kootenay River, and holding out the prospects of regulation of that river by the Libby dam at United States' expense, promised to be the best of the possibilities of securing the essential supplies of low cost power. Major diversions of the Kootenay River in Canada would take water away from generators on the Kootenay River in Canada to produce power instead on the upper Columbia River -- remote from the industrial load centres of the area. It is for this reason that Cominco has opposed the diversions of the Kootenay River.

(2) Agriculture: With the exception of the Creston area in the West Kootenays agriculture is not of major economic importance in the Columbia River basin. The 1963 "Regional Index" of the East and West Kootenays emphasizes the value of that area by stating that:

"The beautiful and lush valley in which Creston is located is the only area in the Kootenays (both the Columbia and Kootenay Valleys) where the economy is based on agriculture. Farming here is a one million dollar a year business with fruit crops accounting for about 90 per cent of this total and seed potatoes and other vegetables making up the remaining 10 per cent ... It is estimated that all agricultural pursuits in the Area employ about 1,200 people."

(1) Regional Index of British Columbia - East and West Kootenays
Bureau of Economics and Statistics
Department of Industrial Development, Trade, and Commerce,
Victoria, B.C.

This major farming centre of the whole area would not be affected by any of the development plans studied by Canada. However, while none of the plans would flood the best agricultural land, the total area of land affected by the plans did differ substantially. The projects of Dorr, Bull River and Luxor for example, would flood over 86,600 acres of land in their reservoir area while the alternative at Libby would flood only 13,700 acres of land in Canada. Therefore, while agriculture did not play too important a role in determining the best plan of independent development by Canada, the loss of land area was a consideration which was reflected in the studies of problems associated with recreation, wildlife, transportation and the dislocation of homes and families. Part of the area which would be affected by the Bull River-Luxor project is shown on Plate 6. The reservoir would be about 100 feet deep at the historic Fort Steele settlement shown on that Plate. The site of the Dorr project is shown on Plate 7.

(3) Forestry: Extensive logging and sawmill activities are located throughout the Columbia and Kootenay River valleys and any development of the river for power is bound to take some forest land out of production. However, the development of the storage reservoirs such as Mica would provide incidental gains to the forest industry through the provision of slack water navigation to logging areas previously difficult or impossible to reach and by increasing the low flows of the river which presently hinder navigation and log-towing in the narrows between the Upper and Lower Arrow Lakes.

(4) Fish and Wildlife: Sport fishing will be affected to some extent by any development of the Columbia or Kootenay Rivers for power. Any flooding of the Kootenay River will affect the present potential of that area and the maximum diversion proposal would affect fishing in the upper Columbia River Valley as well through the flooding of the Windermere and Columbia Lakes.

One of the more serious objections to the flooding of the East Kootenay Valley by the maximum diversion plan is the effect it would have on the wildlife of the area. The 1963 "Regional Index" of the Kootenays reports the region as being the best big-game hunting area in North America on the basis of numbers of game animals and accessibility. Table 1 sets forth the results of a 1959-60 inventory by the British Columbia Department of Recreation and Conservation of the existing and potential game harvest of the area. The potential of the Dorr, Bull River, Luxor area for big game alone, has been approximated by an official of that Provincial Government Department to represent an annual recreation expenditure of about \$8,000,000. This resource would be seriously affected by the loss of the critical winter range lying in the low areas flooded by the Kootenay River reservoirs of the maximum diversion proposal. Also affected by the maximum diversion plan would be a portion of the area between Canal Flats and Golden in the upper Columbia River Valley which contains some of the best habitat for waterfowl in southeastern British Columbia and which, by itself, has been estimated by the same Conservation official as being capable of supporting an annual recreation expenditure of \$1,000,000.



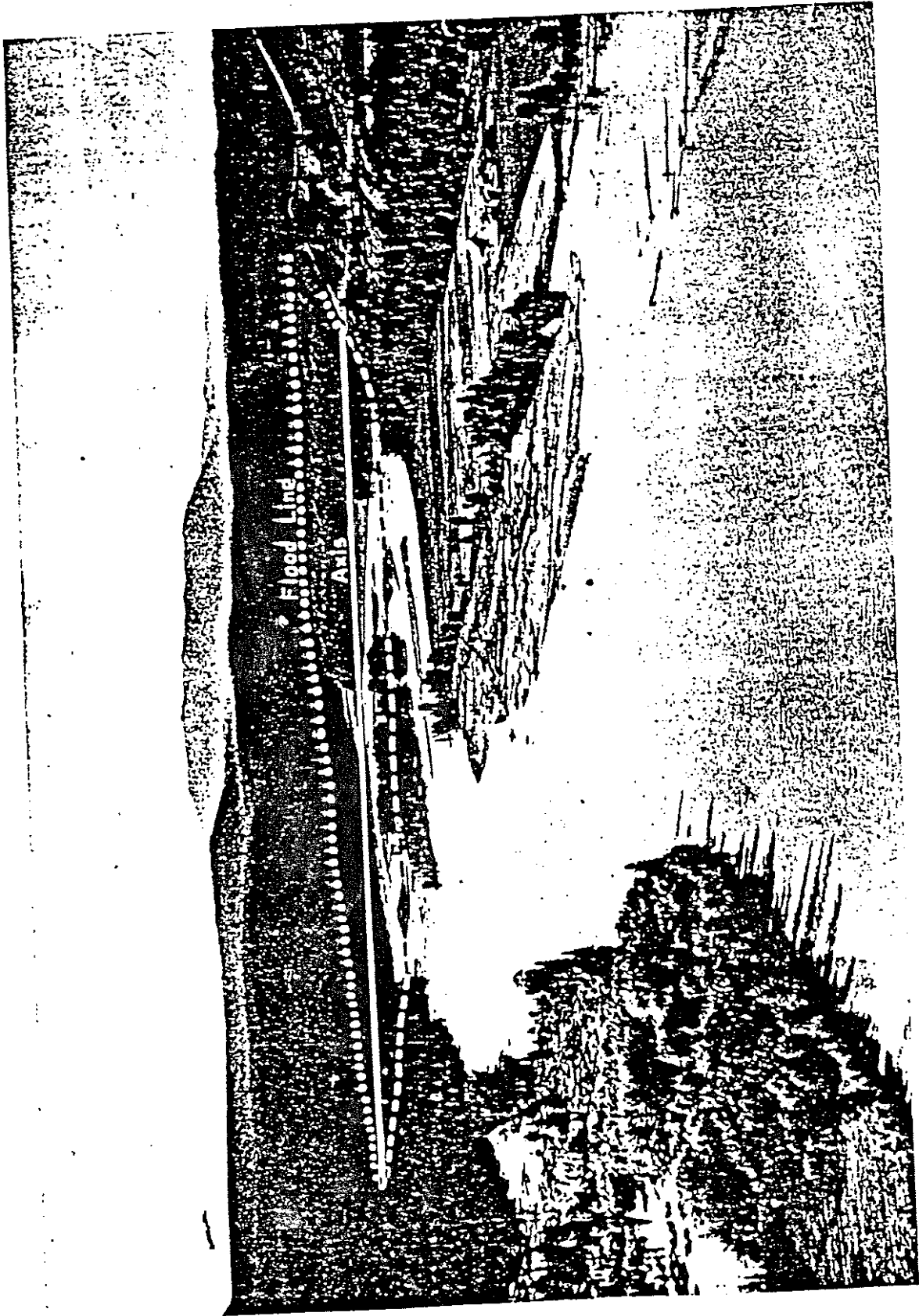


Plate 7 - Dorr Site.

Table 1

Wildlife Harvest in the Columbia River Basin (1959-60 Data)

Species	Treaty Projects		Dorr-Bull River-Luxor Area	Other Areas for Comparison Purposes			
	Upper and Lower Arrow Lakes	Mica and Duncan Lake		Kootenay River from Canal Flats to the International Boundary	Columbia River from Columbia Lake to Spillimacheen	Columbia River Spillimacheen to Golden	Kootenay River Upstream of Canal Flats
<u>Deer</u>							
Estimated Kill	435	No data are available for these two areas. However, the distribution of kill in neighbouring areas indicates light kills particularly in the Mica Reservoir area	7,560	1,640	300	960	3,158
Minimum Desirable Kill	548		9,752	2,279	-	1,123	4,645
Probable Maximum Kill	3,000 - 4,000		16,000 - 18,000	5,000	-	2,300	8,000
<u>Elk</u>							
Estimated Kill	-		1,620	260	56	360	-
Minimum Desirable Kill	-		2,430	286	95	400	-
Probable Maximum Kill	-		3,000	500	200	700	-
<u>Moose</u>							
Estimated Kill	-		168	62	52	47	-
Minimum Desirable Kill	-		336	124	104	94	-
Probable Maximum Kill	-		Inadequate Data	350	200	300	-
<u>Sheep</u>							
Estimated Kill	-		100	Inadequate Data	-	Inadequate Data	-
<u>Goat</u>							
Estimated Kill	Limited Numbers		500 - 600 for the whole East Kootenay	-	-	Inadequate Data	-
<u>Waterfowl</u>							
Estimated Kill	1,000		3,000	8,000	5,000	Limited Numbers	1,000
<u>Grouse</u>							
Estimated Kill	Unknown		14,700 ²	5,000	5,000	3,000	13,365
Minimum Desirable Kill	-		-	-	-	-	-
Probable Maximum Kill	-		-	30,000	-	-	50,000 - 60,000

1. The proposed Libby Reservoir would affect approximately 1/4 of this kill.

2. This total only some 700 Native Sharp-tail Grouse would be seriously affected.

In summary, fish and wildlife considerations detracted even further from the already economically marginal power benefits made possible by full diversion of the Kootenay River and therefore lent support to a plan of either limited or no diversion as a best-use plan for Canada.

(5) Recreation: While the dry, open nature of the East Kootenay Valley lends itself generally to recreational pursuits such as camping, fishing and hunting, the area of concentrated summer recreation is in the upper Columbia River Valley at Lake Windermere. The increasing recreational value of this lake would be severely damaged when flooded to a depth in excess of 80 feet under a plan of maximum diversion, particularly since the Bull River-Luxor reservoir which would cause the flooding would not necessarily be full or at all stable during the summer recreation period. The peculiar nature of the reservoir as a headwater storage between two river systems would result in considerable water level fluctuation during the summer months if operated for maximum power benefits to Canada.

The recreation value of this area is commented on in the 1963 "Regional Index" of British Columbia which states:

"While forestry and mining are of basic importance and promise continued growth, it is the tourists and summer residents which have given the Area its greatest boost in recent years. The shallow, warm Lake Windermere is near Calgary yet outside the preserved National Park areas. These features have combined to draw a large number of visitors from the Calgary area. Many Alberta residents are, in fact, building summer homes on Lake Windermere and an increasing trend in this direction can be expected as a result of the reconstruction of the highway west of Banff to Radium where it joins Highway 95 which traverses the Area from north to south."

Therefore the consideration of the recreational potential of the Columbia River basin in Canada indicates a strong preference for a plan of development with no flooding of the upper Kootenay and Columbia Rivers and therefore a plan calling for either no diversion or limited diversion of Kootenay River waters.

(6) Irrigation: The studies of the Columbia River basin undertaken by the Columbia River Engineering Board prior to 1959 considered the history and future of irrigation within the basin in Canada. Table 2 summarizes the findings for the Kootenay and Columbia River Valleys in Canada. It can be noted that despite the lack of any visible increase in irrigation between 1928 and 1960 the Board assumed a very substantial increase in irrigation prior to the year 2010. All regulation studies carried out since those estimates were made by the Board have had the streamflow adjusted to allow for the irrigation diversions necessary to meet the needs of the estimated irrigation acreage.

Table 2

Historic and Estimated Irrigated Areas in Thousands of Acres

	Level of Development		
	<u>1928</u>	<u>1960</u>	<u>2000</u>
<u>Kootenay Basin in Canada:</u>			
Above Newgate, B.C.	10.4	10.4	212.
Below Porthill, Idaho	10.8	10.8	45.
	<hr/>	<hr/>	<hr/>
Total	21.2	21.2	258.
 <u>Columbia River in Canada:</u>			
Above Donald, B.C.	9.8	9.8	70.
Donald to Revelstoke	0	0	
Revelstoke to Birchbank	0	0	22.
Birchbank to International Boundary	<u>4.6</u>	<u>4.6</u>	<u>27.</u>
	<hr/>	<hr/>	<hr/>
Total	14.6	14.6	119.

The estimate of 212,300 acres of irrigated land in the East Kootenay Valley above Newgate by the year 2010 included 10,400 acres of presently irrigated land, 511 acres of potential Group 1 soil (the most desirable irrigation soil), 66,598 acres of Group 2 soil and 134,772 acres of Group 3 soil. A soils report of the area (1) noted that while the valley contained relatively large areas of land suitable for agricultural development, most of the land required high cost reclamation.

Although it has been suggested that the East Kootenay dams would make it easier to irrigate arable bench lands in the area, a 1960 memorandum by the Federal Department of Agriculture noted that while some 300,000 acres of such bench lands existed, they were only as potentially arable as some 26,000 acres in the reservoir area which had "some agricultural potential if irrigation could be provided" and could raise some "low priced" crops. No study was made as to whether such low priced crops would make irrigation a feasible consideration. While it has been suggested that the Dorr-Bull River-Luxor dams would provide the area with low cost power to drive irrigation pumps, this is not the case. The area would actually be a power deficient area as more than the full power output of dams would be required to lift water from the Dorr dam up into the Bull River reservoir for diversion to the Columbia. Any power for irrigation pumping would have to be transmitted into the area.

(1) C.C. Kelley and P.N. Sprout, Report No. 5 of British Columbia Soil Survey.

The prospect therefore for significant irrigation advantages in the East Kootenay Valley would not appear to offer any conclusive argument either for or against any particular plan of development.

(7) Transportation: One of the major problems which would result from the construction of large reservoirs in the East Kootenay Valley would be a significant increase in the transportation and access problems which already plague a province which must develop east-west access over mountains and valleys with a general north-south configuration. The reservoirs which would be formed by the dams of Dorr, Bull River and Luxor for the maximum diversion plan would form man-made lakes stretching almost 150 miles in length and ranging up to 3 to 4 miles in width.

A plan of limited diversion of the Kootenay River would involve considerably less disruption of existing transportation routes and would place less limitation of future access to the basin than would the maximum diversion proposal.

(8) Dislocation Problems: While every effort was made to include sufficient costs in all project estimates to fully compensate the residents of the areas who would be required to relocate or lose their homes, it is fully appreciated that monetary payment is not always sufficient compensation for the loss of homes and in some cases a reduction in the aesthetic appeal of the valley.

The studies carried out in the late 1950's by the Water Resources Branch for the International Columbia River Engineering Board found that the reservoirs required for the maximum diversion proposal would displace 1,580 people, a number which has no doubt risen since then. Libby on the other hand was estimated to require the displacement of 331 people and a 10,000 cubic foot per second diversion at Canal Flats, twice the diversion finally proposed, would have affected 328 people. It can therefore be stated that the maximum diversion proposal would involve the dislocation of approximately 1,000 more people than a limited diversion plan including Libby.

4. Summary of Best Uses or Alternatives for Canada within the Columbia River Basin

The analysis of the best use of the river basin for Canada quite naturally concentrated on the problems associated with the degree of diversion of the Kootenay River which would be to Canada's best advantage. While the studies were primarily concerned with the degree of economic power generation possible, other aspects of the problem such as the effect of power projects on industrial development, fish and wildlife, recreation, transportation and the dislocation of settlements were considered directly or indirectly. Out of these studies developed a plan for best use of the river for Canada calling for a limited diversion of the Kootenay River at Canal Flats and the regulation of the Kootenay River by the Libby dam in the United States.

Note

However, the cost of hydroelectric energy produced in Canada from this best-use plan depended upon an advantageous arrangement with the United States for the construction of the Libby dam and even then was so high that the prospects of any major development ever taking place was quite doubtful. Clearly, the Columbia River, an international river, required international cooperation to make its development in Canada a viable proposition. It was with this knowledge that Canada entered international negotiations.

5. Proposals Calling for Trans-Basin Developments in Canada

(1) Power Development on the Fraser River: The studies undertaken of best use of Columbia River waters in Canada also considered the possibility of diverting water from the Columbia River to the Fraser River and therefore making use of the water in Canada for power generation over the full drop to the Pacific Ocean. Although the results of the studies which were undertaken for the Federal Government by the B.C. Engineering Company in 1956 indicated that it would be physically possible to accomplish the diversion, they also showed that the economic advantage of such a diversion would not be sufficiently attractive to recommend it for inclusion in any plan for optimum development of the hydro resources of the Columbia River basin.

In addition to the fact that no economic advantage would accrue to Canada from such a diversion it must also be recognized that the many political, legal, fisheries and other technical problems associated with such a diversion have rendered the proposal unrealistic.

(2) Trans-Basin Diversion to the Prairie Provinces: A preliminary study into the possibilities of diverting water from the Columbia River basin to the Saskatchewan-Nelson system of the Prairie Provinces was made by the firm of Crippen Wright Engineering Ltd. for the Saskatchewan Power Corporation in 1962. The consultants suggested that the following sequence should be followed in the development of additional water supplies for the Saskatchewan River system:

- (a) Diversions within the Saskatchewan basin itself.
- (b) Diversions from the Athabasca River.
- (c) Diversions from the Peace River.
- (d) Diversions from the Fraser, Columbia or Kootenay Rivers.

A comparison of the various diversion schemes as presented in the Crippen Wright report is tabulated in Table 3 and shown graphically on Plate 8 where the widths of the arrows represent the relative amounts of water involved.

Table 3

Costs of Water Delivered to South Saskatchewan Reservoir
(based on a 3 1/2% interest rate and a 60-year life)

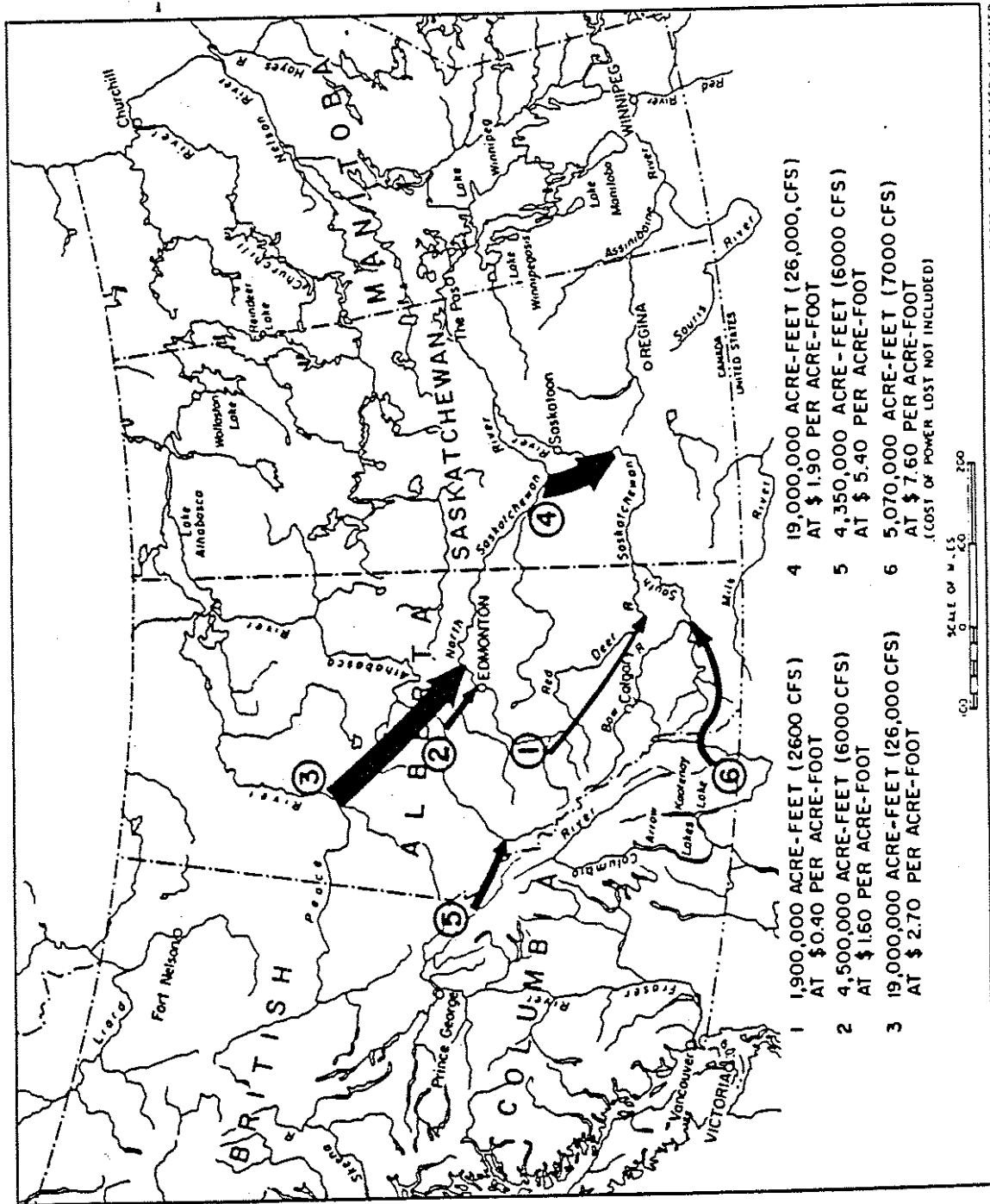
<u>Diversion Scheme</u>	<u>Annual Diversion</u>		<u>Annual Cost</u>
	<u>Cubic Feet</u> <u>Per Second</u>	<u>1,000</u> <u>Acre-Feet</u>	<u>\$/Acre-Foot</u>
North Saskatchewan	2,600	1,900	0.40
Athabasca	6,000	4,500	3.50
Peace River	20,000	14,500	4.60
Upper Fraser (Alt. No. 1)	1,500	1,090	6.00
Upper Fraser (Alt. No. 2)	6,000	4,350	8.30
Columbia River (Alt. No. 1)			
Mica Reservoir	6,000	4,350	7.50 ^{1,2}
Columbia River (Alt. No. 2)			
Surprise Reservoir	6,000	4,350	10.50 ²
Kootenay River	7,000	5,070	7.60 ²

It can be seen from Table 3 and Plate 8 that water diverted from the Kootenay and/or Columbia Rivers would cost roughly double that of water from the Athabasca and Peace Rivers. When the value of lost hydroelectric power generation on the Kootenay and Columbia Rivers resulting from the diversion is added, the cost would increase to about three times that for water from the Athabasca and Peace Rivers.

It would appear that the high cost schemes for diversion from the Columbia River to the Prairie Provinces do not appear as being practical considerations until such time as the available lower cost schemes for diversion both within the Saskatchewan River basin itself and from the Athabasca and Peace Rivers have been fully utilized.

It must also be recognized that in addition to the economic aspects, the diversion of water from the Columbia River basin to the Prairie Provinces would involve many other complex problems of a technical, political and legal nature. From a technical standpoint, much additional study would be required before the feasibility of any of the schemes for Columbia diversion to the Prairies could be established. The suggested schemes have been based only on paper location with very little on-site investigation of terrain and soil condition. Since the diversion schemes would involve pumping lifts of up to 2,500 feet, their

-
1. Mica reservoir costs not included.
 2. No allowances made for reduction in power generation at existing and potential power developments in the Columbia River basin in Canada and the United States.



SOURCE - 1952 REPORT BY CHAPMAN MARSHALL ENGINEERING LIMITED TO SASKATCHEWAN POWER CORPORATION

Plate 8 - Additional Prairie Water Supplies.

feasibility would depend to a considerable extent on the availability of sites on the eastern slopes of the Rockies for economic development of power projects to recover part of the pumping energy. To date, none of the investigations carried out indicates there is any real possibility of this being possible. In addition, there has been no indication that diversions of the amounts contemplated would ever be required for irrigation on the Prairies or that the limited amounts of land which could be successfully irrigated would support the high cost of the diversion proposals.

It would not appear to be practical or economical to adopt now, a higher cost and less attractive scheme, that would involve considerably more flooding and dislocation problems in the upper Columbia and Kootenay Valleys, in order to facilitate diversions to the Prairies that may or may not materialize in the very distant future, probably many years after the termination of the Columbia Treaty. If such diversions are required, and are economical at some time in the future, Canada has the right under the Columbia River Treaty to make the diversions if they are for consumptive uses such as domestic, municipal and irrigation use. After the Treaty is terminated our diversion rights revert to the Boundary Waters Treaty, 1909. Moreover, it cannot be overlooked that jurisdiction over the water resources of the Columbia River is vested in the Province of British Columbia and that therefore its view of the best use of its resources, short of challenging some vital national interest, must be respected. N.C.

6. Best Use of the River under Cooperative International Development

The knowledge of the Columbia River in Canada gained from these many years of research on the question of independent development and of the integrated development studied by the International Columbia River Engineering Board provided a substantial basis from which Canada could negotiate to obtain the benefits of a cooperative development so essential to the economics of any Canadian construction programme. The International Joint Commission in its 1959 "Principles" for cooperative use of the storage of the Columbia River recommended in General Principle No. 2 that:

"Cooperative development of the water resources of the Columbia River basin should result in advantages in power supply, flood control, or other benefits, or savings in costs to each country as compared with alternatives available to that country."

What were the "alternatives" available to Canada? Certainly they were not promising. The studies of two competent engineering firms had concluded that even the best independent plans would not necessarily be competitive with alternative sources of power supply available to the Province.

It was evident to those closely associated with the planning studies in Canada that the "alternative" development available to Canada might

he at best a partial development of the river and at worst, no development.

The one outstanding problem facing Canada was that while hydroelectric power is a renewable resource once developed, the power potential of the Columbia River, because of its dependence upon an early agreement with the United States, might become a vanishing resource unless developed at an early stage. The United States had two alternatives: cooperative development with Canada which would be considerably less expensive in the short run, or independent development which might possibly be the less expensive plan for the United States in the long run. If the negotiations failed, and the United States proceeded with even a portion of its independent plan, the benefits available for sharing under a cooperative development would be reduced to a point which would threaten the economic gains possible to Canada in the form of the downstream benefits for power and flood control and therefore threaten the whole development of the river in Canada.

Canada naturally desired to retain effective control of its own resources and wished also to achieve economic gains which would either make its own plan of best use viable or, alternatively, to arrive at an even more advantageous plan of best use having consideration of the benefits possible through cooperative development. The negotiations with United States which followed stretched over almost a full four years with Canada not only retaining its flexibility of operation, but also being successful in making the Columbia River development one of the largest and most economic hydroelectric resources in Canada. The process of arriving at this goal is described in the following two chapters.

CHAPTER IV

THE TREATY PROJECTS - WHY SELECTED?

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1. The Benefits of Cooperative Development

The main objectives of the cooperative Treaty to be negotiated between the two countries were the power and flood control benefits that could be produced downstream in the United States by storage provided upstream in Canada. Before an objective analysis of the results of the negotiations can be made it is essential to have a general understanding of the peculiar nature of these benefits themselves, particularly the power benefits. A more detailed analysis of both power and flood control benefits is given by Chapter V.

(1) The Two-Component Nature of Downstream Power Benefits: In its December 1959 report on "Principles for Determining and Apportioning Benefits from Cooperative Use of Storage", the International Joint Commission defined downstream power benefits as follows:

"Power Principle No. 4"

"The amount of power benefits determined to result in the downstream country from regulation of flow by storage in the upstream country would normally be expressed as the increase in dependable hydroelectric capacity in kilowatts under an agreed-upon critical streamflow condition, and the increase in average annual usable hydroelectric energy output in kilowatt hours on the basis of an agreed-upon period of stream flow record".

These two components of power while calculated in different ways are of equal importance. The dependable capacity benefits are a measure of the increased potential of the United States system to meet peak loads during a period of critically low streamflow conditions, while the increase in usable energy is a measure of the average amount of extra energy that can be generated and used over a period of streamflow including both high and low streamflow conditions. A more detailed explanation of these components is given in Section 1 of Chapter V.

(2) The Value of a "First-Added" Credit to a Storage: A very important characteristic of both the downstream power and flood control benefits is the fact that the storage project next (or first) added to the system produces a considerably larger benefit per unit of storage added than any storage added thereafter. Progressively added units of storage produce progressively smaller benefits in both power and flood control. This principle was explicitly recognized with regard to power benefits in the International Joint Commission "Discussion" of their "Power Principle No. 3" and recognized with regard to flood control benefits in the introduction to the section of the "Principles" dealing with flood control.

An illustration of the value of a first-added credit to storage for the generation of downstream power benefits is given on Plate 9. Taking increments of 5 million acre-feet of storage from Plate 9 and comparing them with the incremental power benefits produced, results in the tabulation given below:

Table 4

AN ILLUSTRATION OF THE ANNUAL POWER VALUE
OF A "FIRST-ADDED" STORAGE CREDIT

<u>Increments of 5 million acre-feet of storage added after existing storage</u>	<u>Increments of Power Benefits for the Upstream Country (1970-75 conditions)</u>	
	<u>Average Energy</u>	<u>Dependable Capacity</u>
1st Added Increment	400 Megawatt Years	670 Megawatts
2nd " "	260 " "	500 "
3rd " "	100 " "	230 "
4th " "	60 " "	160 "

The table shows that the 4th added increment of 5 million acre-feet of storage is only worth about 20 per cent of the value of the 1st added increment. It also points out that if Canada were negotiating for downstream benefits for 15 million acre-feet of storage, a loss of first-added credit to only 5 million acre-feet of equally effective United States storage would reduce Canada's potential downstream power benefits by approximately 40 per cent.

It was therefore essential that if Canada was to obtain the maximum benefit possible out of a cooperative development, the storage that it proposed for construction under such a development would have to obtain a "first-added" credit immediately after existing United States storages. This was achieved by the Treaty in the case of downstream power benefits, and an even more advantageous position was agreed to for flood control benefits as the Canadian Treaty storage was not only considered "first-added" before additional United States storage, but was given a storage credit equal to the United States flood control storage already existing.

(3) The Effect of Time on Downstream Benefits: The passage of time affects the downstream power and flood control benefits differently. In the case of flood control the benefits will increase as the value and extent of property in the potential flood plain increases through the years. That was why the flood control benefits of storage were based on an estimated 1985 level of property development, rather than the existing development. The power benefits to the United States on the other hand diminish with time as the United States power system becomes larger, more flexible, and therefore less dependent upon Canadian storage. The decreasing dependence on Canadian storage affects the capacity and energy components of the power benefits at different rates.

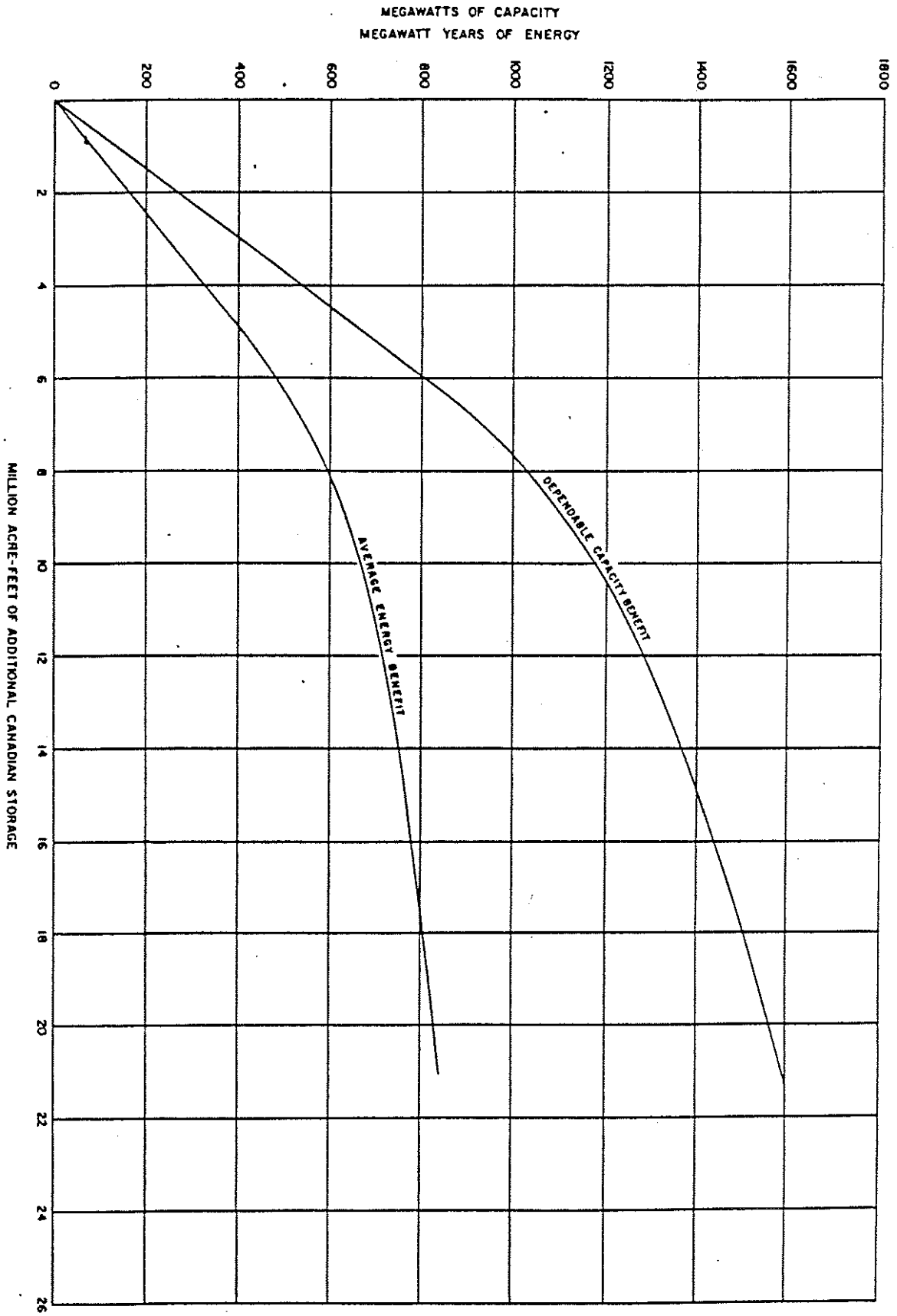


Plate 9 - Approximate Half Share of Downstream Power Benefits from New Storage, 1970-75 Conditions.

While the energy benefits are affected considerably by United States system load growth in the early years, this effect reduces with continued growth of the system and later it will have largely disappeared so that during the latter part of the Treaty the energy benefits will continue at a more or less constant rate. Capacity benefits on the other hand, while suffering smaller percentage reductions than those of energy in the early years, could be considerably reduced in the later years of the Treaty to the extent that they could even diminish to zero before the end of the Treaty.

The International Joint Commission report on "Principles" recognized this diminishing nature of the power benefits and noted that:

"It is expected that both dependable capacity and energy benefits will result during the early and intermediate stages of the storage operation, but during the latter stages the power benefit may consist only of increased usable energy."

2. How Valid are the Choices of Projects Under the Treaty?

Canada entered into the negotiations for the Treaty projects with not only the background of many years of study of the best independent plan of development for Canada, but also with the knowledge that it must negotiate for the very favourable "first-added" credit position for its Treaty storages. At the same time Canada was guided by the International Joint Commission "Principles" which, among other things, called generally for the most economical project — yielding the highest benefit-cost ratio — to be built first, and for the upstream country operating the storage to provide the downstream country with an "assured plan" of operation of the storage. All of these factors had a bearing on the final selection of the Treaty projects.

While the best use plan of independent development of the river in Canada was one of limited diversion of the Kootenay River at Canal Flats, the margin of benefit this plan held over alternatives depended upon the construction of the Libby storage dam on the Kootenay River at United States expense, with Canada retaining all the resulting benefits downstream on that river in Canada. Such an arrangement was of course a matter of negotiation and a United States requirement that Libby be given a "first-added" storage credit position before Canadian storage would have destroyed the advantages this plan held out since it would have downgraded the value of Canadian storage built under the Treaty. It also may have been possible for Canada to negotiate sufficient first-added downstream benefit credits for its storage, including the East Kootenay storage of the maximum diversion plan, so that the increase in benefits thus obtained would offset the disadvantages of that plan thereby making it the plan of best use for Canada. This and all of the many other possibilities considered by the Canadian negotiators depended upon the attainment of a large share of the limited supply of downstream benefits which could be achieved in no other way but through negotiations with the United States, who naturally had their own plans for cooperative

development. Canadian success in the negotiations on both the Treaty and Protocol can best be emphasized by the following analysis of the Treaty projects selected.

(1) The General Position of Canada in Proposing the Canadian Treaty Projects in the Negotiations

(a) Arrow Lakes Storage: While the Arrow Lakes dam was not included in any studies of independent development by Canada because of its limited benefit to generation within Canada, it was always recognized that the project would play a major role in any cooperative development. In its 1959 report to the International Joint Commission the International Columbia River Engineering Board noted that the Arrow Lakes project was "... one of the most economical storage reservoirs in the plans of development". This conclusion was arrived at even though the project was assumed as being developed simultaneously with many other storages. Consulting engineering firms also favoured the inclusion of the project in a cooperative plan. For example the 1957 report of the Montreal Engineering Company found that:

"In the integrated programme the Arrow Lakes storage is the most productive project that could be undertaken as an initial stage."

It was with this knowledge that Canada entered negotiations in early 1960. As explained below, the Arrow Lakes dam became an indispensable project for Canada during those negotiations and was, therefore, included in all Canadian proposals made throughout the course of the negotiations. This was consistent with the recommendation of the British Columbia - Canada Technical Liaison Committee that Arrow Lakes and Duncan Lake storages be the initial projects in Canada and be credited as first-added storage. That recommendation was made after considering a great many possible methods of development.

The value of the project to Canada was based upon a number of considerations such as the following:

(i) Benefit-Cost Ratio: I. J. C. General Principle No. 1 recommended that storage facilities "... to the extent it is practicable and feasible to do so, be added in the order of the most favourable benefit-cost ratio, with due consideration of factors not reflected in the ratio". The Arrow Lakes project was unassailable in its benefit-cost position and therefore to have withdrawn the project from consideration would have weakened Canadian support for the I. J. C. Principles. While the cost of the project has risen considerably since the Treaty negotiations, its benefits are of such magnitude that they still support the inclusion of the project in the position it holds in the Treaty. Not reflected in the benefit-cost ratio are the other essential roles of the project as explained below.

(ii) Timing of Construction and Physical Availability: Early in the negotiations the United States delegation noted that the phrase in

I. J. C. General Principle No. 1 "...with due consideration of factors not reflected in the (benefit-cost) ratio" meant to them the physical availability of the project. Projects therefore that could be provided in the shortest time to meet forecast load requirements should, in their estimation, receive the benefit of the first-added storage credit position. As both the Arrow Lakes and Duncan Lake projects could be completed before the Libby dam, the Canadian negotiators were able to meet not only the benefit-cost ratio requirement for a first-added credit, but also the one of physical availability. Arrow Lakes therefore, played a very essential role in Canada's negotiations for the essential first-added credit for storage.

As well as being an important argument for the attainment of a first-added storage credit to Canada, the project was consistent with an orderly development of the river in Canada. As it was strictly a storage project, economic on the basis of the downstream benefits alone, Canada was not required to accelerate the construction of at-site generation in Canada to make the project viable. The value of having the projects fit into a reasonable construction schedule was emphasized by testimony in March of 1960 by General A. G. L. McNaughton, then Chairman of the Canadian Section of the International Joint Commission. He said in part:

"The reports and information we give have to be looked at most carefully, from the Canadian point of view, to see that the timing of these developments fits closely in with the market for the one product that we have in that early phase, and that is regulated flow. That is the only source of our revenue. We must not build anything ahead of time; otherwise, with these very large amounts of capital expenditure, the whole economics of the project would be destroyed."

The economics of the starting period was therefore critical, and it was both the timing of the Arrow Lakes project and its very great economic return to Canada that provided a sound economic, indeed an essential solution to this problem of what project to select and build first.

(iii) Flexibility of Operation: It was imperative that in any agreement reached on cooperative development that Canada retain the flexibility required to operate its projects in Canada so as to be able to make the best use of their at-site generating potential. This large and continuing potential naturally could not be sacrificed in the attainment of an important but declining amount of downstream benefits. It was clear, however, that in a cooperative arrangement, the United States could not be expected to have to rely solely on downstream benefits resulting incidentally from Canadian storage operation for Canadian needs. Such an operation would not only make effective planning in the United States impossible but would be contrary to the I. J. C. Principles which called for "an assured plan of operation" by the upstream country. The Arrow Lakes project effectively met the requirements of a cooperative undertaking and yet adequately protected Canada's own generating potential.

It did this by providing a reregulating reservoir downstream from the main Canadian generating plants planned for Mica Creek, Downie Creek and Revelstoke Canyon. This reservoir at Arrow Lakes made it possible to operate the upstream projects to generate power in Canada for Canadian needs and then to reregulate the resulting river flows so that they crossed the border to the United States in a flow pattern suitable for downstream benefit generation and consistent with our Treaty commitments. The adequacy of the protection provided to Canadian generating needs has been confirmed by studies undertaken by the Montreal Engineering Company, Sir Alexander Gibb and Merz-McLellan, and Caseco Consultants Ltd., (a firm owned by the consulting engineering firms of Crippen Wright Engineering, Shawinigan Engineering and H.G. Acres and Company). This latter firm for example has concluded that:

"The provisions in the treaty which are intended to safeguard Canadian power interests do indeed ensure that a satisfactory pattern of generation can be achieved at all development stages of the Canadian reaches of the Columbia River and its main tributaries."

It also has noted that:

"It is reasonable to expect that actual operating conditions will be even more favorable than assumed."

The essential role which Arrow Lakes storage plays in the operations under the Treaty therefore makes it the key to a cooperative development which adequately protects Canada's own generating freedom.

(iv) Location: The location of the Arrow Lakes dam accounts in a large way for its value to Canada in a cooperative development. It not only acts as a very effective buffer between the Canadian and United States generating systems, but its downstream location in the river system in Canada ensures that the full use of its storage capacity is possible in a year of average streamflow, even when the Mica project is completed upstream. This is so because the inflow between Mica and the Arrow Lakes is almost as great as the inflow to Mica itself. As downstream energy benefits are based on the annual use of storage, the location of the Arrow Lakes dam provides for the maximum return of such benefits without sacrificing Canada's generating capacity. It complements rather than competes with the best-use plan of the river in Canada.

The location of this storage, downstream of Canadian generators and immediately upstream of the large United States generating plant of Grand Coulee, also means that the project is ideally situated to provide special types of operation not required by the Treaty, but which could produce additional downstream power or flood control benefits for which payment could be arranged between the operating agencies. These benefits might well be of a continuing nature and could be produced with little or no effect on Canadian generation.

(b) Duncan Lake Storage: As the Duncan Lake project was included in the plan of best-use which was established for independent development by Canada, the development of the project under a cooperative arrangement would not add to the overall Columbia River development cost to Canada. Like the Arrow Lakes dam, the Duncan project proved useful in the negotiations with the United States because of its favourable benefit-cost ratio and short construction period. Because of these similarities the two projects were presented by Canada during the negotiations as a combined offer of storage for cooperative development. Both projects were instrumental in Canada obtaining the essential first-added credit for Canadian Treaty storage.

Because of the location of the Duncan Lake project in the Kootenay River basin the project was directly competitive with the Libby project, not only for the production of downstream power benefits, but also for the control of the flood waters of the Kootenay. The first-added credit Canada negotiated for this Treaty storage ensured the maximum benefits possible to Canada from storage on the Kootenay River consistent with what had been determined as the best use plan of independent development.

The value of the project is not, of course, limited to the downstream benefits produced in the United States, but has the added benefit of increasing very considerably the amounts of energy which can be generated in Canada at the existing Canadian dams on the Kootenay River.

(c) Mica Creek Storage: The Mica project was recognized early in the studies of development of the Columbia River as being the key project in a system of development for the best use of the river for Canada. However, the very size of the development was one of its disadvantages in an independent development of the river. The large amount of capital required to be expended on the project before any generation was possible, as well as the long period of time before Mica's full generating capacity could be used by British Columbia loads made its economic development doubtful. A lower dam at Mica was proposed by consulting engineers if Canada was to proceed with an independent development of the river and, even then, the lower dam did not appear competitive with alternative energy supplies. However, the consultants noted that in any cooperative development with the United States the development of the high dam at the Mica site was desirable.

The Mica project therefore depended upon cooperative development of the river with the United States and the extra benefits Canada could obtain from such a development. It was essential that, as with the other reservoirs, Canada should negotiate a first-added credit for Mica storage before new United States storage. Two problems presented themselves in these negotiations; first, the nine-year engineering and construction period for the project signified that it could not compete on the basis of physical availability with United States projects such as Libby which could be built sooner; and second, the Mica project was known to be an essential element for generation within Canada itself and

it was therefore imperative that the plan of operation required of the storage under the Treaty not detract from Mica's major importance to Canada, namely generation at-site and downstream in Canada.

During the negotiations on both the Treaty and the Protocol, Canada not only attained a first-added credit for Mica storage along with the Duncan and Arrow Lakes storage, but the agreement was formulated so as to protect the Canadian generating potential both at Mica and downstream of Mica, in Canada. This has been achieved by the Treaty projects in a number of ways:

(i) By the previously noted reregulating value of the Arrow Lakes dam lying between Mica and United States generators.

(ii) By concentrating over 99% of Canada's annual Treaty storage commitment for flood control operation at the Arrow Lakes and Duncan Lake projects where little or no at-site generation will be involved. This removed any possible conflict between operating requirements for this flood control and for at-site generating needs. Only 80,000 acre-feet of storage at Mica, or approximately one half of one per cent of its useful storage, is committed for annual flood control operation.

(iii) By permitting the transfer of flood control storage between Mica and High Arrow.

(iv) By requiring that Treaty flood control calls on any storage at Mica other than the 80,000 acre-feet, require full compensation to Canada for power lost in providing the flood control.

(v) By limiting the storage commitment at Mica for downstream or combined United States-Canada system power needs to 7 million acre-feet, the approximate amount of storage which can be used and refilled annually at the site. The balance of the usable storage at Mica can be used by Canada to increase firm generation in Canada in critically dry years with the storage being refilled in years of above average flow.

(vi) By providing that Canada has the option of meeting its Treaty storage commitments for power from any combination of its storage projects.

(vii) By retaining jurisdiction over the daily releases at Mica and the other Treaty storages.

All of these safeguards were essential to Canada in a Treaty that committed any portion of Mica storage to a cooperative operation.

(d) The East Kootenay Projects: The Kootenay River contributes about 40% of the flow of the Columbia at the point where the two rivers join, just north of the Canada-United States boundary. Like the Columbia itself, its flow is extremely variable. One of the main United States objectives in any agreed plan was to secure adequate storage on it,

both to provide flood protection and also to enable the maximum development of power, both on the Kootenai itself (the name is spelled with an "i" in the United States) and on the lower reaches of the Columbia.

From the Canadian point of view storage on the Kootenay was also important. It would provide flood protection on the lower Kootenay after it re-entered Canada, and it would permit a substantial increase in the production of power between the Kootenay Lakes and the Columbia River. These would be the benefits of storage if the water remained in the Kootenay itself. The other possibility to be considered was that of diverting some, much, or nearly all of its flow northward into Columbia Lake and thence into the Columbia River. The former advantages could be obtained for Canada either by storages on the East Kootenay in Canada or by a storage at Libby, Montana. The latter advantages could be obtained only by storages in Canada.

There were a number of disadvantages in the East Kootenay storages in Canada. They would be expensive; diversion of water northward would reduce the potential power supply to the industrialized lower Kootenay area in Canada; the diverted water would not produce added power output in Canada until generators were installed at Mica and other places on the upper Columbia, which would not be for some years; and finally, they would mean very extensive flooding -- some 86,600 acres -- in the East Kootenay valley in Canada.

Against these disadvantages were two considerations. One was that, in the long term, a major diversion would produce slightly more power in Canada -- about 10 per cent more -- than a plan with a limited diversion although at such cost that it would be of dubious value. The second arose out of the negotiating situation when the bargaining began.

The importance of "first-added" status for a storage has already been referred to. To gain maximum advantage for the Canadian storages, and therefore maximum return to Canada, it was essential to get "first-added" status for them. The I. J. C. had recommended in General Principle No. 1 that "... storage facilities... be added in the order of the most favourable benefit-cost ratio" although it went on to say that there should be "due consideration of factors not reflected in the ratio." Such a factor, it said, could be "an urgent need" to provide regional flood control and other special requirements.

The Libby storage in the United States was fully engineered, and would provide at an early date the urgently needed flood control on the Kootenay River in the United States. It could be ready to operate as quickly as the Canadian storages in the East Kootenay, and earlier than Mica. On the other hand, its benefit-cost ratio was somewhat less favourable. Because the project could in fact be in operation before Mica, it was natural that the United States stressed the date of delivery of storage as being the proper determination of "first-added" status.

The logic of the Canadian situation indicated that its negotiating position would be strongest if based on the storages that showed the highest benefit-cost ratios: High Arrow, Duncan, Mica and the Canadian East Kootenay storages at Dorr and Bull River-Luxor. This was the position adopted, despite the knowledge that, taken by themselves, it was doubtful the East Kootenay storages would be the best bargain for Canada. It was recognized by the Canadian engineers on the Technical Liaison Committee from the outset that they would not be the best bargain if (1) a first-added position could be secured for the other Canadian storages, placing all of them ahead of Libby, regardless of the fact that Libby could be built ahead of Mica, and (2) Canada had almost no cost to pay on Libby and got substantial benefits from it.

Canada accordingly argued for its storages and rested its case squarely on General Principle No. 1. British Columbia had accepted the position with some reluctance because of the flooding involved in the East Kootenays. The United States made it clear that "factors not reflected" in the benefit-cost ratio were of great importance to it and that, if Canada would not agree to the Libby storage, it would not agree to first-added position for the Canadian storages unless it got the kind of advantages it knew it could get from Libby. This would have involved a sale of power by Canada to the United States to the extent of 275,000 kilowatts at about 2.5 mills per kilowatt hour. Any such conditions would rob the Canadian East Kootenay storages of the marginal advantages they had. In that situation the province of British Columbia decided it could not agree to the extensive flooding in Canada that our storages would require.

A further consideration altered the position somewhat. At the outset it was important for Canada to be able to offer as much storage as possible, since it was not entirely clear precisely how much would be of value for power and flood control in the United States; or precisely how the value to Canada for that service would balance against the value of keeping larger parts of our storages uncommitted and entirely available for our own uses. The full array of the Canadian storages put forward at the outset would have provided about 25 million acre-feet of storage. It became clear that the greatest balance of advantage to Canada could be secured by committing less. (The Treaty provides for 15.5 million acre-feet for power, of which 8,450,000 acre-feet are committed also for flood control operating plans.) In this situation, the Canadian East Kootenay storages were of small value for downstream benefits. Their value for power in Canada was known to be remote in point of time and marginal as to cost.

The Canadian objective thus shifted to retaining the first-added position that had been secured for our other storages by our insistence on these cost-benefit ratios and, with it, getting the best possible arrangement in relation to Libby. This objective was secured. Libby comes after the Canadian storages in credit position; Canada pays no costs except the relatively minor ones for the reservoir in Canada; and Canada retains whatever benefits in power and flood control are produced

in Canada. Having achieved these objectives, the net result for Canada is better than it would have been with the dam at Dorr, Bull River and Luxor.

A further point should be noted. If, at some time in the future, after generation has been installed on the Columbia in Canada, it is worth while to divert the Kootenay waters northward, that can be done under Article XIII of the Treaty. The Treaty thus secures the best arrangement for the immediate future together with freedom to adjust to other circumstances that cannot now be foreseen.

(2) Economic and Engineering Considerations

While the basic reasons for selecting the three Canadian Treaty projects have now been explained, it is also necessary to comment upon the particular economic and engineering considerations associated with the projects. This is particularly true with respect to the Arrow Lakes project as it was not included in the "best use" plan for independent development by Canada and therefore must be justified solely on the basis of its contribution under a system of cooperative development.

(a) Arrow Lakes Storage: The Arrow Lakes dam was one of the many sites studied for the International Joint Commission by the International Columbia River Engineering Board. As has already been stated both the studies of that Board and independent studies by Canadian consulting engineering firms have emphasized the value of the project to Canada in a cooperative development of the river with the United States.

The Arrow Lakes dam itself will be a relatively low structure five miles upstream from Castlegar, B. C., and will store water to approximately 40 feet above the present high water levels around the shores of the Arrow Lakes. Further details of the project are given in Table 5 and the site itself is shown on Plate 10.

The reservoir of the project will flood approximately 22,000 acres of land above the normal high water level of the lakes or 27,000 acres above the normal water surface of the lakes during the growing season. A considerable percentage of the land area so affected is found in the river valley north of the Arrow Lakes rather than around the Lakes themselves. With the exception of alluvial fans on which communities such as Renata have formed, and land in the "Narrows" between the Lakes, there is relatively little flooding around the lakeshores because of the steep, rocky nature of the shoreline. Of the 27,000 acres of land affected during the growing season, the Federal Department of Agriculture reports that some 5,400 acres can be classified as existing agricultural land which is now, or has at some time, been under cultivation. The "potential" agricultural land to be flooded and which was viewed by the Agriculture Department as being "physically but not necessarily economically suitable for agricultural use" totals some

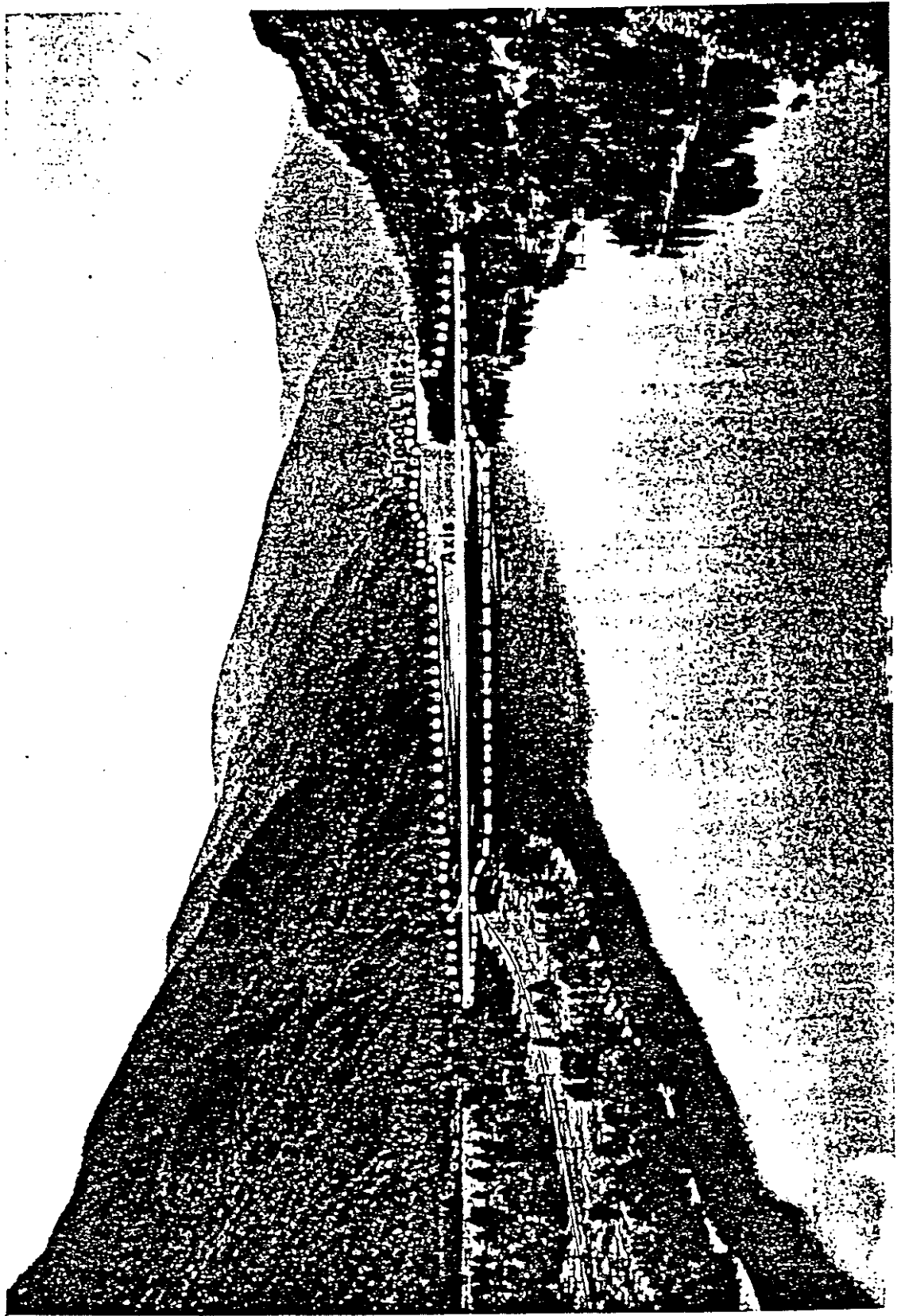


Plate 10 - Arrow Lakes Site.

12,300 acres of which over 10,000 acres are heavily wooded.

The settlement and land use of the area to be affected by the reservoir was reported on by the Department of Agriculture as follows:

"During the early years of this century settlement occurred in the valley of the Arrow Lakes. Unfortunately, many of the original settlers purchased land from speculators who had held out promise of a great fruit growing industry for the area. The original settlers purchased small lots of from 10 to 20 acres which presented a challenge in the form of a formidable clearing and breaking problem. However the lots proved to be too small in extent and of limited inherent physical productivity. Many of the original settlers did plant fruit trees on their small clearings with varying success. The valley does have a history of disease for orchards and this coupled with other problems which will be discussed later did not bode well for the settlers."

"Abandonment of holdings have been common since settlement, with many of the remaining farms being operated only on a casual basis. Prospecting and mining in the early years presented a local market for some produce. However, this activity declined and so has this market. The main source of income for the settlers and subsequent inhabitants of the area has been the forests. Lumbering and pulpwood harvesting have and still are the primary source of income, with the many small farms continuing to be nothing more than residence sites in most cases."

The information available and the judgment of agriculture officials familiar with the area led to the following summary of the agricultural potential to be affected by erecting the dam:

"A comparatively small acreage has been improved over the past 50 years. If a substantial economic potential had existed in the valley for agricultural development there would have been more improvements than have taken place to date. If the dam is not constructed, it is most unlikely that agriculture would prosper in this area in the foreseeable future. The exceedingly high cost of land clearing in the area, the limited precipitation, making irrigation a requirement for intensive cropping, the susceptibility of the valley to diseases of fruit trees, the presence of many soils of low inherent fertility, and the limited acreage of land, all indicate limited possibilities for the further development of the land for agricultural purposes.

This review by the Department of Agriculture did not suggest that small portions of the affected area would not support profitable farms nor was it intended to minimize the serious human question of adjustments by the families who would be affected by the reservoir.

As the above report states, the forest industry is the primary source of income in the area. At the time of the original Water Resources Branch survey of the reservoir area in 1956 for the I. C. R. E. B., provision was made for either the purchase or relocation of the then existing forest industries affected by the proposed reservoir. Since the time of that first survey the economy of the whole area has benefited greatly from the establishment of the large sawmill and pulp-mill of the Columbia Cellulose Co. immediately north of Castlegar and downstream of the dam site. The commencement of operations of this plant in early 1961 has both directly and indirectly affected the cost estimates of the Arrow Lakes reservoir. The provision of a large navigation lock in the plans for the dam to permit the passage of log bundles has, by itself, increased the project cost considerably. In spite of these increases however, the project continues to have a very favourable benefit-cost ratio of almost two to one based solely on its contribution of downstream benefits.

The 1956 survey of the reservoir area indicated that some 1,600 persons would be affected by the flooding. More recent estimates now place the number affected at about 2,000 persons or 650 families. (1) At the British Columbia Water Rights Hearings held in the area in 1961, Dr. H. L. Keenleyside, Co-Chairman, British Columbia Hydro and Power Authority stated that each case of compensation would be given individual, fair and sympathetic consideration. More recently he has stated:

"We at B. C. Hydro are fully aware of the problems of the people in the Arrow Lakes area, many of whom have spent their lives living and working in the area and who will now be required to move. It is unfortunate that momentous changes of this kind so often must involve disruption of old established patterns of life. But I can assure you that the Hydro is not a soulless engineering machine and that it will deal generously and sympathetically with each person who has to move his home or his business. The Government has repeatedly endorsed this approach to this serious human problem."

The cost of compensation to families affected and other costs associated with the reservoir of the dam amount to over 40 per cent of the estimated cost of the project of \$129,500,000 including interest during construction.

The whole of the Kootenay area has extensive possibilities for recreation and tourism and the Arrow Lakes Valley is no exception. However, the development of this potential is dependent to a considerable extent upon the construction of new highways in the area.

(1) For comparison purposes some 6,500 persons were affected in Canada by the St. Lawrence Seaway Development.

The effect of the Arrow Lakes dam on the recreation facilities of the area fortunately will be minimized by the predominantly steep shoreline of the Lakes. While existing beaches will be flooded and the construction of new ones made necessary, the essential beauty of the large expanse of water and the surrounding mountains will remain. To help ensure that the lakes will continue to contribute to the tourist and recreation qualities of the area, the water licence issued for the project by the British Columbia Comptroller of Water Rights in April of 1962 included provisions calling for government control on the clearing of the reservoir, public access to the reservoir, and investigations of any remedial measures required for the protection of fisheries and wildlife.

The engineering soundness of the Arrow Lakes dam has been thoroughly investigated. The project was examined with care by the International Columbia River Engineering Board and the plan has since had detailed engineering studies concerning it carried out by the C. B. A. Engineering Co. Ltd. Its stability and safety has been firmly established through studies by some of the world's foremost specialists in the field of soil mechanics.

To summarize: The cost of the Arrow Lakes dam and reservoir and the problems of dislocation are considerable, but the project from the engineering aspects is completely sound and remains very economical. Equally important-- and this was the role it played during the negotiations--Arrow Lakes was, and still remains, the key to a successful cooperative development of the river by Canada. Such a beneficial cooperative development in turn makes possible the further economic development of over four million kilowatts of installation on the river in Canada. The Arrow Lakes project is therefore an essential undertaking by Canada.

(b) Duncan Lake Storage: As noted by Table 5 the Duncan Lake project will be an earthfill structure some 120 feet in height. Its location near the northern end of Kootenay Lake immediately upstream of the confluence of the Duncan and Lardeau Rivers is pictured on Plate 11. The project is identical to the one included in the plan of best use established for independent development by Canada and therefore Canada can only benefit from its inclusion in a cooperative plan of development and the sharing of the downstream benefits so produced. Solely on the basis of the payments obtained from the United States for flood control benefits and downstream power benefits, the Duncan project has a benefit cost ratio of 1.9 to 1. The project costs are therefore more than covered just through its portion of the Canadian share of the benefits of cooperative development. Therefore, the downstream benefits Duncan produces at downstream sites in Canada are obtainable solely at the cost of adding one or two new generating units at existing Kootenay River plants. The average energy benefits so obtained are approximately 500 million kilowatt hours a year while additional benefits would be possible through a 40,000 kilowatt installation at the Duncan Lake dam itself.

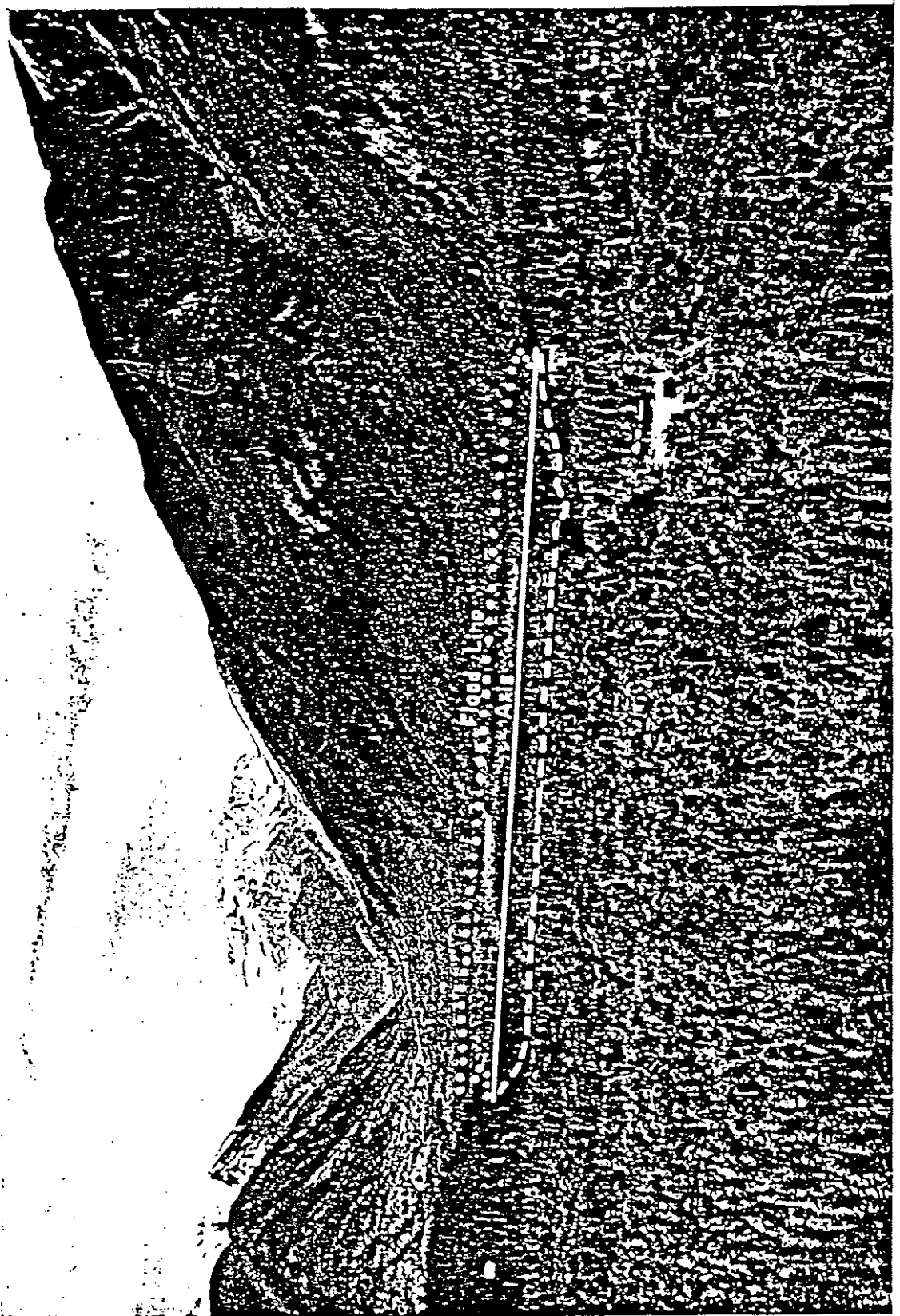


Plate 11 - Duncan Site.

The storage of 1,400,000 acre-feet of water behind the Duncan Lake dam which will raise the existing high water level of Duncan Lake by some 90 feet, can be carried out with minimum dislocation problems because of the remoteness of the site. A 1958 survey indicated that the flooding of the reservoir of approximately 10,000 acres of land would displace about 30 people. Only one small community would be affected. No railways and only short sections of dirt road are involved. The major reservoir cost would be the cost of clearing the flooded area. The detailed engineering for the structure has been carried out by the Montreal Engineering Company and the cost of the project is estimated to be \$33,000,000 including interest during the construction period.

(c) Mica Creek Storage: The project contemplated at the Mica Creek site will be about 650 feet in height with a storage capacity of approximately 20 million acre-feet. Of this total volume of storage about 8 million acre-feet will be inactive ("dead") storage used to develop head at the site and 12 million acre-feet will be available for release for the generation of power at-site and downstream in Canada. Seven of this 12 million acre-feet of active or "live" storage have been committed for operation under the terms of the Treaty. The protection to Canada's own generating needs already has been noted and therefore does not require repetition here.

The Mica site is shown on Plate 12 and the project to be constructed there is the most important project for the development of power from the Columbia River in Canada. Therefore, any benefits attainable from the United States through cooperative development that at the same time would not detract from Mica's at-site generating potential would yield a very important net advantage to Canada. This has been accomplished now through the present Treaty and Protocol. While the incremental downstream benefits provided by 7 million acre-feet of storage at Mica are not sufficient to pay fully for the 20 million acre-foot storage project, nevertheless these benefits, plus the benefits surplus to cost from the Duncan and Arrow Lakes projects, more than accomplish this goal. This major Canadian storage resource at Mica is therefore fully paid for from the benefits of cooperative development.

While the flooding of some 100,000 acres resulting from the development of Mica is considerably greater than that caused by the other Treaty projects, the isolated location of the Mica site minimizes the effects of the flooding. The 1958 survey of the Water Resources Branch for the I. C. R. E. B. indicated that only about 10 people lived in the reservoir area. Since then logging activity may have increased that number slightly, but the closing of the Big Bend Highway through the reservoir area would have an offsetting effect. The new Trans-Canada Rogers Pass route has replaced the Big Bend Highway as east-west access in the area.

The engineering for the Mica site is being carried on by Caseco Consultants Ltd. and the estimated cost of the project before the installation of generating facilities is approximately \$245,000,000.

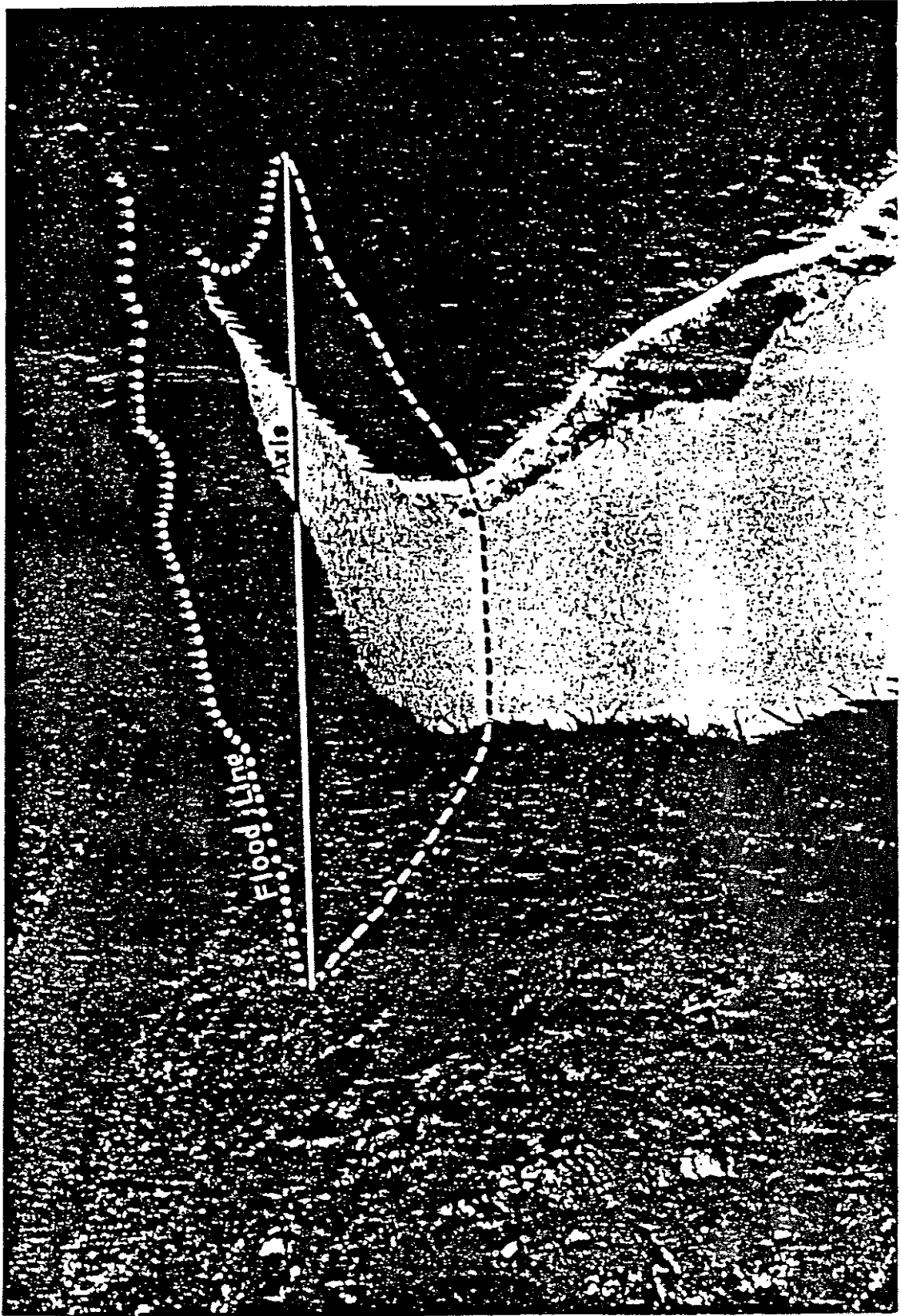


Plate 12 - Mica Site.

(d) The East Kootenay Projects: The part played in the negotiations by the East Kootenay projects in Canada of Dorr, Bull River and Luxor has already been given. In the consideration of the economics of these projects, it should be reemphasized that the primary purpose of the projects would be to divert Kootenay River water to generating plants on the Columbia River in Canada. If such a diversion was only of marginal benefit to Canada even with the Columbia River in Canada fully developed, it was obvious that it would be quite impractical to go to the great expense of diverting these waters to the Columbia before there was any significant development on that river. Even for an independent Canadian development the obvious solution was to postpone construction of the diversion structures until the last stage of such Canadian development. In a cooperative development with the United States however, if a project was to share in the limited supply of downstream benefits, it had to be developed at an early date, particularly if it was to be truly competitive in any comparison with the Libby project in the matter of providing the badly needed flood control benefits on the Kootenai River in the United States. The early provision of such flood control was one of the prime Treaty requirements by the United States. Therefore, if Canada wished to obtain downstream benefits for the East Kootenay projects, those projects would have had to be built many years in advance of the time required for their power benefits within Canada. Such accelerated development for the limited downstream benefits available did not appear economic.

In an attempt to offset this problem Canada considered the construction of the Bull River and Dorr projects only, with no immediate provision for the Luxor project or the maximum diversion of Kootenay River water. However, bearing in mind the costs of construction, the resulting flooding of land in Canada, the head available for at-site generation in Canada, and the limited downstream benefit returns from the United States to be derived from the projects, such a proposal was not to Canada's advantage as opposed to the construction of Libby, at United States expense, and with Canada retaining the right to make the Treaty diversions at Canal Flats.

In view of these factors Canada considered a plan of development that included the Libby project with its downstream benefit credit position "last-added" after the Arrow Lakes, Duncan Lake and Mica projects. The conditions associated with the acceptance of Libby are as follows:

- (i) The United States pays for the full cost of the Libby dam and reservoir with the exception of the \$12 million cost of land required in Canada.
- (ii) Canada retains all the downstream power and flood control benefits produced in Canada in the West Kootenays by the Libby dam.
- (iii) Canada retains specific rights of diversion (not terminable on

short notice as in the case of the Boundary Waters Treaty, 1909) of the Kootenay River in Canada for increased power generation on the Columbia River. These diversion rights protect Canada's long-term use of the river flows and are for about 20 per cent of the Kootenay flow after 20 years from ratification; about 75 per cent of the Kootenay flow after 60 years; and about 90 per cent of the Kootenay flow after 80 years.

- (iv) Canada has the immediate right (also not terminable on short notice) to make the 90 per cent diversion (equivalent to the Dorr, Bull River - Luxor diversion) if the United States does not act within five years on its option to commence to construct Libby or violates the time limitation of seven years placed on carrying out the construction once commenced.
- (v) The United States is to operate Libby for the advantage of the downstream plants in Canada if such operation does not detract from their own benefits.
- (vi) No operation of Libby is to result in a violation of the I. J. C. Order calling for specified maximum levels on Kootenay Lake.

Under these conditions the acceptance of Libby provided Canada with very low cost power benefits as well as flood control benefits in the Creston Flats area. The indirect control Canada has over the releases from Libby through the I. J. C. Order on Kootenay Lake levels and through the reregulation of those releases in Kootenay Lake itself, ensure about 200,000 kilowatts of average annual energy gain (1.75 billion kilowatt hours) downstream in Canada. The at-site cost of this benefit is less than 2 mills per kilowatt hour. These benefits, plus those produced by Duncan Lake storage, provide the low cost energy essential for the continued industrial development of the area.

The International Joint Commission "Principle" which dealt with trans-boundary projects such as Libby stated:

"...the entitlement of each country to participate in the development and to share in the downstream benefits resulting from storage, and in power generated at-site, should be determined by crediting to each country such portion of the storage capacity and head potential of the project as may be mutually agreed."

As Canada did not wish to participate in the development of the relatively expensive Libby project other than providing the reservoir area required in Canada, the mutual agreement reached by the negotiators was therefore consistent with this very general principle. The payment for the land area flooded in Canada is a small charge for the very large benefits recovered by Canada and is consistent with the maintenance of Canadian sovereignty, a position that characterized all aspects of the Treaty and its negotiation.

3. How Valid Were The Treaty Project Choices? - A Conclusion

Canada entered into the Treaty negotiations with much detailed knowledge of various plans of development in Canada and the benefits and problems of those plans when developed independently by this country. We emerged from the negotiations not only with a plan of development very similar to the best independent plan, but with sufficient benefits from the cooperative development to make the full development of the Columbia River basin in Canada a guaranteed source of low cost power for Canada. These benefits of cooperative development were achieved without prejudicing Canada's freedom to operate the power system in Canada for the benefit of Canada itself.

The selection of the Arrow Lakes, Duncan Lake and Mica projects, and the details of the cooperative development program itself, are essentially consistent with the "Principles" of cooperative development recommended by the International Joint Commission. The Treaty is not only generally consistent with those Principles, but also with the massively detailed findings resulting from a large number of studies on these problems undertaken over the past 20 years. The Treaty's projects and general approach also have the complete agreement of the Province of British Columbia, the owner of the resource. Finally after meticulous examination and most careful negotiation, the program was acceptable to the Government of the United States, without whose agreement the benefits of a system of cooperative development could not have been attained.

Table 5

COLUMBIA RIVER -
GENERAL & PHYSICAL CHARACTERISTICS

GENERAL DATA	Canada	U.S.A.
Source of Columbia River	Columbia Lake	
Mouth of Columbia River		Astoria, Oregon
Length in Miles	480	740
Drainage Area in Square Miles	39,500	219,500
Total Fall of River in Feet	1,360	1,290

TREATY PROJECTS

Project	Arrow Lakes	Duncan Lake	Mica Creek
Location	5 miles upstream from Castlegar	Outlet of Duncan Lake	90 miles upstream of Revelstoke
Consultants	CBA Engineering Co. Ltd.	Montreal Engineering Co. Ltd.	Caseco Consultants Ltd.
Drainage Area	14,100 sq. miles	925 sq. miles	8,220 sq. miles
Average Flow	39,000 cfs	3,600 cfs	20,000 cfs
Max. Recorded Flow	220,000 cfs	21,400 cfs	112,000 cfs
Min. Recorded Flow	4,800 cfs	268 cfs	2,140 cfs
Dam Type	Earthfill	Earthfill	Earth and Rockfill
Dam Height	190 feet	120 feet	645 feet ±
Dam Crest Length	2,850 feet	2,600 feet	2,500 feet ±
Dam Volume	8,500,000 cu.yds.	6,400,000 cu.yds.	37,000,000 cu.yds.
Live Storage Capacity	7,100,000 ac.ft.	1,400,000 ac.ft.	Stage 1 - Storage only 7,000,000 ac.ft. Stage 2 - with at-site gen. 12,000,000 ac.ft.
Length of Reservoir	145 miles	28 miles	85 miles
Completion period after ratification	5 years	5 years	9 years
Flood Control Payment in U.S. Dollars	\$52,100,000	\$11,100,000	\$1,200,000

CHAPTER V

IS THE TREATY FAIR TO CANADA?

IS THE TREATY FAIR TO CANADA?

To evaluate properly the fairness to Canada of the Treaty, and its associated Protocol and Sales Agreement, it is necessary to determine first, the specific benefits of the arrangement; second, the value to the United States of their share of those benefits; third, the value to the United States of the power benefits to be purchased; fourth, the costs which Canada incurs; fifth, what Canada gets in return; and finally whether the overall deal is fair and advantageous to Canada. The following sections therefore approach the problem in this sequence.

1. What are the Benefits of the Cooperative Development? Were they Fairly Evaluated?

By far the largest immediate benefits from the regulation of Columbia River flows by storage projects in Canada will be the increase in power generation and flood control protection provided downstream. These immediate downstream benefits therefore require a detailed analysis both of their nature and of the specific amounts credited to Canada under the Treaty.

(1) Downstream Power Benefits: As noted in Chapter IV, the downstream power benefits consist of the increase in dependable hydroelectric capacity and average annual usable hydroelectric energy. As these two components of power differ considerably it is perhaps best to evaluate Canada's contribution to each component separately.

(a) Dependable hydroelectric capacity is a measure of the capacity of a system to meet peak load demands up to the limits of the generating capacity of the plants concerned. To meet such peak demands during a period of critically low streamflow conditions a system must have a guaranteed source of energy and sufficient generating capacity to produce that energy at the rates required by the load. Canadian storage provides no generating capacity to the United States; that capacity must be installed downstream at the United States power developments themselves. However, Canadian storage does supply the increased streamflows necessary to make the United States installed capacity useful when the load demands it. It is for this reason that Canada sought and received a capacity benefit from the United States. At the same time however, it is acknowledged in the Treaty and Protocol that as the United States becomes increasingly capable of using its full generating capacity without the assistance of Canadian storage, the capacity benefit credited to that storage will diminish and, as acknowledged by the International Joint Commission Principles, may in fact disappear toward the latter stages of the cooperative agreement.

While the Treaty entitles Canada to a half share of the capacity

benefit made possible by the regulation of the river through Canadian storage, and is therefore consistent with recommendations of the International Joint Commission in this regard, it has been suggested that Canada will provide a further peaking service for which no credit will be received. This peaking service refers to operation of Canadian storages in such a way as to meet daily peak loads in the United States rather than seasonal ones. To understand properly the validity of this claim it is essential to realize that the ability to meet short duration daily peaks is dependent on sufficient generating capacity and at least a limited supply of stored water which can be released to the generators at the instant the generators require it. The United States has (1) the generating capacity to meet such loads as well as (2) the supplies of storage necessary to meet the short duration calls for high streamflow. Such storage supplies are referred to as "pondage" and are available at all existing United States generating stations on the main stem of the Columbia River. Grand Coulee of course, with a storage capacity in excess of 5 million acre-feet, is capable of meeting peaking requirements on a seasonal as well as a short-term daily basis. It is obvious therefore, that the United States system is self-sufficient in the field of daily peaking and is not dependent on Canadian storage for this service.

If the United States were not capable of meeting daily peak loads unassisted it is interesting to study the possibility of a Canadian contribution to this operation through the detailed release of Canadian storage. Consider, for example, the problem of operating the Mica Creek dam so that a high release of storage from that reservoir would travel the 400 miles to Grand Coulee undiminished and unaltered in duration and would arrive at the exact time of day necessary for peaking use at the Grand Coulee generators. Such an operation is, of course, wholly impracticable.

It is true that releases of Canadian storage might not have to be in a very specific and detailed pattern to assist United States generators, if such assistance was needed. A sustained average release for example might mean that the United States would not have to draw on its storage or pondage to the same extent to meet daily peaks. Two points should be noted on this aspect however, first, any such saving of storage and conservation of generating head would be small, and secondly and of more importance, Canada is not required to provide storage releases to the United States either on a daily peaking pattern or on a sustained flow pattern. The Protocol is very specific that Canada has complete jurisdiction over the daily releases of storage that meet the general monthly storage releases called for by the agreed assured plans of operation (see Protocol Item 7). Daily peaking benefits from Canadian storage, if any, would therefore be of an incidental nature only and would not fall under the category of "dependable capacity".

The downstream capacity credits to Canadian storage are measured in a manner entirely consistent with the principle of measurement recommended by the International Joint Commission and are divided equally between Canada and the United States. Such a treatment is

considered fair and reasonable.

(b) Average annual usable energy is a component of Canada's downstream power credit and requires little more definition than the name itself provides. It is the increase brought about by Canadian storage in the amount of energy which can be generated at downstream United States generators (the supply side) and used by system loads (the demand side). The procedure for measuring this benefit is set forth in "Power Principle No. 4" of the International Joint Commission which states:

"... the increase in average annual usable hydro-electric energy output in kilowatt-hours on the basis of an agreed upon period of streamflow record."

The period of streamflow record "agreed upon" by the Treaty was the 20-year period from 1928 to 1948. The Protocol to the Treaty however, has increased this agreed period by ten years up to and including 1958. These extra ten years are years of relatively high streamflows which require control by Canadian storage to prevent spill or wastage at United States generators. The added usefulness of the Canadian storage is reflected in an increase of estimated energy benefits of about 18% over the period of the Treaty.

While the term "usable energy" as recommended by the I.J.C. Principles would seem self-explanatory, there has been a considerable amount of controversy over its proper definition, with the suggestion being made by some critics of the Treaty that "usable energy" was not meant to include any energy other than that which could be sold on a guaranteed supply basis (firm energy). This definition would exclude any consideration of the very large amount of "secondary" or non-guaranteed energy which presently makes up a very considerable portion of the total United States load. The exclusion of such secondary energy from the calculation of downstream energy benefits would deny the United States any credit for large amounts of secondary energy which they are already generating without the assistance of Canadian storage and selling at rates roughly equivalent to firm energy rates. The end result would be that the United States would receive less than the 50% share of increased energy which the I.J.C. Principles call for.

When the problem of definition of the word "usable" arose during the negotiations the Canadian Section of the International Columbia River Work Group was asked for their opinion. They reported as follows:

"The term 'usable' was not defined in either the International Joint Commission Principles or the discussions of these Principles. Nowhere was it stated that 'usable' was related only to the firm load of the downstream country. In the absence of any indication to the contrary in the I.J.C. report, the word was assumed to have its ordinary meaning and, since the beginning of negotiations

with the United States, 'usable energy' has been assumed to mean energy usable in both the firm and secondary portions of the load in the United States."

It should be noted that the definition placed on the word "usable" by Annex B of the Treaty limits the use of energy to a very considerable extent to the Pacific Northwest Area of the United States and therefore reduces the value of the coordination benefits which may be possible between utilities of the Pacific Northwest and California. It should also be noted that both the energy and capacity benefits to Canada are calculated on the basis of the very valuable "first-added" credit position, a position which gives Canadian storage a priority position over all future United States storages and even over the Bruces Eddy (Dworshak) project which is already under construction in the United States.

In summary, the calculation of energy benefits under the Treaty is considered a fair assessment of the actual energy gain produced in the United States from Canadian storage.

(2) Flood Control Benefits: With the exception of the limited controlled storage available on Kootenay Lake, flood waters from the Columbia and Kootenay Rivers in Canada presently flow unchecked across the border to contribute to the flood damage experienced within the United States. Examples of the percentage contribution of these flood flows to the total flood flows experienced at The Dalles, Oregon, in 1894, 1948 and 1956 are noted in Table 6:

Table 6

Percentage Flood Contribution

	<u>1894 Flood</u>	<u>1948 Flood</u>	<u>1956 Flood</u>	<u>Average</u>
Columbia River Above the Kootenay	22.7%	15.8%	16.5%	18%
Kootenay River Above Its Mouth	17.3%	15.1%	19.8%	17%
Columbia River at The Dalles, Oregon	100%	100%	100%	100%

While it would be physically possible for the United States to control flood flows through existing and additional storage in the country, the percentage contribution of the floods which result from Canadian water is so high that the independent United States system would be an unbalanced system in relation to the sources of the flood threat. Similarly, Canadian storage constructed on the main stem of the Columbia River alone could possibly adequately meet the initial or

"primary" United States requirement to control the floods to 800,000 cubic feet per second at The Dalles, Oregon, but this system would also be out of balance if the large flood flows of the Kootenay River remained unchecked. It was for these reasons that during Treaty negotiations a system of "rational distribution" of flood control storage was agreed upon whereby the limited amount of additional storage needed to meet the United States "primary" flood control requirement would be allocated to the Kootenay and Columbia Rivers roughly in the proportion to their contribution to the flood threat.

The extra flood control storage required by the United States to meet their "primary" flood control needs was 6.5 million acre-feet of storage which, in addition to their existing control, would give them 17,300,000 acre-feet of usable flood control storage. While the percentage contribution of flood flows was about 18% for the Columbia River above the Kootenay and 17% for the Kootenay River, the final distribution agreed upon was as follows:

Additional Flood Control Storage Provided

<u>Columbia River above The Kootenay</u>	<u>Kootenay River</u>
Arrow Lakes 3,820,000 acre-feet	Duncan Lake 1,270,000 acre-feet
Mica Creek <u>80,000 acre-feet</u>	Libby <u>1,330,000 acre-feet</u>
Total 3,900,000 acre-feet	Total 2,600,000 acre-feet

Percent of Total Basin

Requirement of

17,300,000 acre-feet: 22.6%

15%

Combined Totals 6,500,000 acre-feet

It should be noted that while the Arrow Lakes project will control some 7.1 million acre-feet of storage for flood control, about 3.3 million acre-feet of this is already provided by the lakes in their natural condition. Therefore, while Canada has committed the full storage at Arrow Lakes as part of its 8,450,000 acre-foot commitment, only 3.8 million acre-feet is truly additional flood control storage to the United States for which payment is warranted. Canada's total

commitment for flood control can be broken down as follows:

<u>Additional Storage For Which Payment is Made:</u>	Arrow Lakes	3,820,000 acre-feet
	Mica Creek	80,000 acre-feet
	Duncan Lake	<u>1,270,000</u> acre-feet
		5,170,000 acre-feet
<u>Storage Already Existing:</u>	Arrow Lakes	<u>3,324,000</u> acre-feet
<u>Total:</u>		8,494,000 acre-feet
<u>Total Commitment:</u>		8,450,000 acre-feet

(The difference of 44,000 acre-feet results from the "rounding" of Canada's commitment at Arrow Lakes to 7,100,000 acre-feet from 7,144,000 acre-feet.)

Other factors reflected in the final allocation of the flood control credits to particular storages were as follows:

- (i) The actual amount of water which passes the site during the flood threat period. It was obvious that a large flood control storage project would be of limited use unless there was an equally large amount of water to control.
- (ii) The remoteness of the storage from the area where the flood damage would occur. The degree of remoteness affects the degree of effectiveness of the particular storage.
- (iii) The amount of extra "primary" flood control storage required by the United States was limited to 6.5 million acre-feet.
- (iv) The savings Canadian storage produced by preventing what otherwise would be a necessary overdevelopment of storage in the United States. Canadian storage received a 22% bonus on this account.

The actual value of the flood control provided by Canadian storage cannot of course be evaluated in advance with any degree of certainty as no one can accurately forecast the extent of the floods which will occur in the future or the amount of damage which those floods would produce if left uncontrolled. The problem of assessing the value of the flood control storage selected must of necessity be based on forecasts. In the case of the Treaty, the damage prevented is based upon an estimated

1985 level of development in the affected portions of the basins and includes consideration of the land enhancement that adequate flood protection makes possible. The damage so prevented by the storage was then evaluated in terms of 1957 United States dollars.

While flood control storage is similar to power storage in that progressively added units of storage produce progressively less in the way of benefits, this type of approach was not applied to the calculation of flood control benefits. Rather, all storage effective in reducing potential floods to the level of 800,000 cubic feet per second at The Dalles was considered to be of equal value. This placed Canadian storage on equal grounds with the very valuable 13 million acre-feet of existing United States storage and thus resulted in a more favourable benefit to Canada than would have resulted from an incremental approach.

The average damage prevented by reducing flood levels to 800,000 cubic feet per second at The Dalles, Oregon was put on an acre-foot basis. On this basis the 8,450,000 acre-feet of storage which Canada commits for flood control operation on an annual basis during the Treaty period, and of which only about 5 million acre-feet is new storage, was credited with an annual benefit to the United States of \$5,700,000 U.S. (average from years with and without floods). As the 5 million acre-feet of storage available at Libby for flood control was relegated to a last-added position after Canadian storage it was not all required to meet the primary flood control aim and was therefore credited with only \$1,650,000 annually. Under the terms of the Treaty Canada was credited with half of the \$5,700,000 annual benefit of its storage which, when discounted to lump sum payments as each of the Treaty storages become operative, amounted to a total payment of \$64,400,000 (U.S.).

A similar approach was adopted for flood control protection provided by Canada in addition to the 8,450,000 acre-feet of storage. However, rather than commit Canada to an annual operation of this additional storage for the limited benefit attainable, it has been committed for use only when the need for it actually arises. For each of the first four calls made by the United States for this additional storage, payments of \$1,875,000 each must be made to Canada. If these four calls are spaced uniformly over the Treaty period the four payments will have the same value to Canada as the annual payments possible.

Further details of the Treaty flood control arrangements are summarized in Table 7.

In summarizing the benefits to Canada arising from operation of storage for flood control, the following points should be considered:

- (i) The flood control payments to Canada under the Treaty are based upon estimates of the actual damage prevented in the United States. Canada receives a half share of the monetary value of this damage prevention.

Table 7

Flood Control Operation of Canadian Storage Under U.S. - Canada Treaty and Protocol

Type of Operation	Degree of Protection	Period of Obligation	Amount of Storage Committed	Factors Governing Canadian Storage Operation	Corresponding United States Obligation to Canada
1. Assured Plant: (to 800,000 cfs) at The Dalles, Oregon	Primary	60 years	Up to 8,450,000 ac.-ft. Comprising: 80,000 ac.-ft. at Mica 7,100,000 ac.-ft. at Arrow 1,270,000 ac.-ft. at Duncan with provision for interchange between Arrow and Mica.	Canada shall operate in accordance with operating plans under which: - evacuation of storage will be governed by storage reservation diagrams based on survey data under Annex A, paragraph 2. - Operation will be to minimize U.S. and Canadian flood damage. - refill of storage will be as requested by U.S. entity after consultation with Canadian entity.	\$64,400,000 (U.S.) \$69.6 million (Can.) which is the capitalized value at 3 7/8% interest of one half the annual benefits over the 60-year period.
2. Other Operations: (below 800,000 cfs) at The Dalles, Oregon	Secondary	60 years	Any additional storage in basin within limits of existing facilities.	Canada shall operate as required to meet flood control needs after the Canadian entity and/or the Permanent Engineering Board has considered the need. No calls for this storage can be made unless 1961 U.S. storage, Libby storage and storage under Item 1 cannot control floods to 600,000 cfs at The Dalles.	\$1,875,000 (U.S.) for each of the first four calls made plus electric power loss at Canadian plants in regard to each and every call made.
3. Operation after 60 years: (includes both primary and secondary protection)		As long as Columbia R. in Canada contributes to flood potential	Any storage in basin within limits of existing facilities.	Canada shall operate as required to meet flood control needs after the Canadian entity and/or the Permanent Engineering Board has considered the need. No calls for this storage can be made, unless all United States storage existing at the end of 60 years after ratification cannot control floods to 600,000 cfs at The Dalles.	Canadian operating cost in providing flood control plus Compensation for any Canadian economic loss resulting from provision of flood control (including any power losses).

- (ii) Canadian storage is given equal credit with United States storage already existing; a more favourable treatment than an incremental approach.
- (iii) Canadian storage is given a 22% bonus because of its effective location in the Columbia River basin.
- (iv) The Canadian storage entitlement to the limited flood control credits available is calculated prior to any consideration of the Libby project. Canada therefore receives a "first-added" credit before Libby.
- (v) The annual flood control payments due Canada have been discounted at an interest rate of 3 7/8% to lump sum payments at the commencement of operation. If these payments had been discounted at a Canadian interest rate of 5 1/2% the total lump sum payment would have been \$15,300,000 (U.S.) less.
- (vi) The \$64,400,000 (U.S.) payment which Canada receives under the Treaty, and which benefits from the 3 7/8% United States discount rate, is 24% greater than the value to Canada at 5 1/2% interest of annual payments made in perpetuity for the flood control.
- (vii) Canada produces the flood control benefits from the same storage which provided for the production of downstream power benefits in the United States and power benefits at Canadian plants. The flood control commitment is such that there is no reduction in Canada's downstream power benefits and therefore the whole of the flood control payments represent a net advantage to Canada.

It is therefore apparent that not only does Canada receive credit for one half the flood control protection provided during the Treaty period, but that the very favourable treatment of the payments to Canada is such that the value of the payments can be considered as being in excess of the total value of annual flood control payments made in perpetuity.

2. What is the Value to the United States of their Half of the Downstream Benefits?

(1) Flood Control Benefits: It is of course imperative that the value of flood control protection to the United States be "measured" in monetary terms since this is the only way of sharing the non-transportable benefits produced. It was for this reason the "Flood Control Principle No. 3" of the International Joint Commission stated that:

"The monetary value of the flood control benefit to be assigned to the upstream storage should be the estimated average annual value of the flood damage prevented by such storage."

The "Discussion" of that Principle by the Commission was as follows:

The average annual value of flood damage prevented by upstream storage can be computed by conventional methods using stage-frequency and damage-frequency relationships. The methods are described and their application illustrated in the most recent report of the Corps of Engineers on the Columbia River Basin recently submitted by the Division Engineer, US Army Engineer Division, North Pacific, to the Chief of Engineers under the title "Water Resources Development, Columbia River Basin" dated June 1958.

The previously explained derivation of Canada's flood control benefits is consistent with this Principle. The benefit to Canada is one half of the estimated value of the flood protection to the United States. The sharing of the total value to the United States is consistent with the International Joint Commission "Flood Control Principle No. 4" which states:

"The upstream country should be paid one half of the benefits as measured in Flood Control Principle No. 3, i.e., one half of the value of the damages prevented."

Under this arrangement the United States receives flood control protection at one half the cost of the flood damage which might otherwise occur.

It has been suggested by critics of the Treaty that flood control payments to Canada should have been larger since the cost to the United States of providing the same flood control would be considerably greater than \$64,400,000. A calculation of flood control benefits to Canada on the basis of alternative costs would of course be contrary to the International Joint Commission Principles. "General Principle No. 2" of those Principles suggests the use of alternative costs to the two countries only as an internal measure of the comparative advantage of cooperative development to a country, not as a basis for payment.

While the alternative cost approach is not justified, it is probably just as well to clear up one apparent misconception concerning what the alternative costs to the United States might be. A statement made by the United States Secretary of the Interior, Stewart L. Udall, on March 8, 1961, has been incorrectly taken to suggest that the alternative cost to the United States would be \$710,000,000. The actual statement was:

"To provide flood control and power benefits equivalent to those provided by the Canadian storage as of 1970, entirely from projects in the United States, would require an investment in the United States of about \$710,000,000 (including the cost of necessary additional transmission facilities) over the next 9 years."

The seven United States projects which represent that alternative, provide benefits to the United States through power, recreation, navigation and fish and wildlife as well as flood control. Flood control represents only 14 per cent of the total annual benefits of the projects (and hence might reasonably be charged with no more than that percentage of the cost).

It should perhaps also be noted that one of the projects included in the alternative United States plan, the \$135 million Bruces Eddy (Dworshak) project is already under construction. This project is capable of contributing annually some \$1,880,000 of flood control benefit. However, because Canadian Treaty storage has maintained a "first-added" credit before Bruces Eddy, that project's Columbia River flood control benefits will be only \$155,000 annually.

The "alternative" cost to the United States of \$710,000,000 is therefore not applicable only against flood control construction, and in any event the analysis is no longer applicable at all as almost 20 per cent of the "alternative" \$710,000,000 expense has already been undertaken.

(2) Power Benefits: The value to the United States of its half of the downstream power benefits should not be of concern to Canada. The Treaty was negotiated on the basis of the "Principles" of the International Joint Commission and as previously noted those Principles call for the division of power benefits as such. "Power Principle No. 5" did provide for the use of alternative costs if it was necessary to place a monetary value on downstream power benefits, but even then permitted agreement on "some other basis" if mutually agreed between the entities.

However, while alternative costs to the United States are not a consideration in the calculation of power benefits, it is perhaps necessary, as it was with flood control benefits, to correct a misconception as to the cost of the Treaty benefits to the United States. This misconception also arose from Secretary Udall's statement of 8 March 1963 which compared the \$710,000,000 "alternative" cost to the United States with an initial cost to the United States under the Treaty of \$150,000,000. This latter cost would result in downstream energy benefits to the United States at a unit cost of about 1 mill per kilowatt hour. What this comparison overlooks is the fact that Secretary Udall's statement went on to say that after the first nine years

"an additional estimated \$268,000,000 of expenditures in the United States will be required, again exclusive of Libby. This added expenditure would be required between 1970 and 1995 and most of it will go to install additional generating facilities to take full advantage of the Canadian storage. Among these additional facilities will be another powerhouse at Grand Coulee Dam with ultimate installed capacity of at least 2,000,000 kilowatts. In all, the total capital outlay in the United States by reason of the Treaty (exclusive of the cost associated with the Libby project) is estimated at about \$418,000,000."

The comparison which has been made also overlooks three other important aspects:

- (i) The United States has already invested almost 3 billion dollars in Columbia River projects, a large percentage of which is essential for the generation of downstream benefits. Some of this preinvestment involves a large number of generators which have been installed in advance for reasons such as economy of construction. These units will be required to produce downstream benefits yet their cost does not show up in the \$150,000,000 initial incremental cost to the United States.
- (ii) The initial and incremental cost to the United States of about 1 mill per kilowatt hour is for their increase in primary or dependable energy. However, while they gain in primary energy they lose a considerable amount of secondary energy which they are capable of generating and selling without the assistance of Canadian storage.
- (iii) The value of the Treaty project to the United States decreases with time while in Canada the value to this country increases very substantially with the installation of at-site generation. In addition, the value to the United States of the "alternatives" would have been of a continuing nature as those alternatives would have a potential of over 1,200,000 kilowatts of at-site generating capacity of increasing value.

3. What is the Value to the United States of the Power Benefits Purchased?

Section 5 of this chapter discusses the power benefits which Canada will sell to the United States over a thirty-year period and how the amount of the benefits has been estimated. The actual benefits which will be realized by the United States over the sales period cannot be determined at this time as they are dependent upon a number of future conditions. It is therefore impossible to compare the cost of these benefits to alternative sources of power which the United States could have developed by itself and thereby establish the advantage, if any, of the purchase to the United States.

A considerable advantage should result to the United States through the purchase if, lacking the sales agreement, they would have had to go immediately to alternative thermal-electric power. However, as alternative hydroelectric projects such as High Mountain Sheep and Knowles still exist in the United States portion of the basin the immediate alternative cost to the United States would be the cost of those projects. Other complicating features in the problem of arriving at the value to the United States of the power benefits purchases are the following:

- (i) The actual benefits purchased are unknown while alternatives in the United States would have produced a known amount of power.

- (ii) The benefits purchased will diminish with time and will therefore be of less value to United States utilities than a continuing amount of power from a domestic alternative.
- (iii) The benefits purchased have been paid for on the assumption that they can all be sold. The United States must now endeavour to find markets for both the Canadian and United States share of the benefits.
- (iv) The power benefits are being purchased at the generators, they must be transmitted to the United States loads. Thermal-electric plants could be located near the loads.
- (v) The total amount of money the United States must raise (in addition to the flood control payments) is approximately \$330,000,000 (U.S.) rather than the \$254,400,000 (U.S.) paid to Canada. The difference must cover items such as financing costs and interest on the bond issue until downstream benefits are available.

It is therefore impossible at this time to establish a definite value to the United States of the power benefits it has purchased. However, the fact that the arrangement has been entered into indicates that that country feels that the power purchase, as a part of the whole Treaty arrangement, will provide an advantage over purely domestic alternatives.

4. What Costs does Canada Incur?

The natural reaction to this question is to add up the full cost of the Treaty storages in Canada and to compare the total with the benefits derived from Canada's share of the downstream power and flood control benefits in the United States. It is essential that in such a comparison the following points be recognized:

- (i) That both the Mica Creek and Duncan Lake projects and also the Arrow Lakes project to a considerably smaller extent will assist in the generation of power in Canada. These costs therefore, while initially being incurred for the Treaty, also provide storage facilities of very great benefit to generation in Canada itself.
- (ii) The Treaty requires a storage capacity of only 7 million acre-feet at Mica whereas present cost estimates are for a project impounding 20 million acre-feet. Of the remaining 13 million acre-feet, 8 million acre-feet are solely for the development of head and 5 million acre-feet are for the regulation of flows for the generation of at-site and downstream power in Canada. If such Canadian generation were not planned a much smaller and much less expensive project would be built at Mica for the Treaty.

A comparison of the full Canadian Treaty project costs with the downstream benefits received by Canada from the United States is thus not a valid comparison. However, Table 8 shows that even these large expenditures are more than offset by the payments made by the United States for the downstream benefits sold to them for only 30-years.

Because of the use of the Treaty projects for power generation within Canada, a more accurate assessment of the net cost to Canada of its entitlement to downstream power benefits from the United States can be achieved by considering only the incremental costs of a cooperative development under the Treaty as compared with an independent development within Canada. This approach involves a number of assumptions both with regard to cost allocation and timing of project construction, but even the most conservative approach made in the analyses indicates the cost of the Treaty downstream power benefits to Canada as being almost 2 mills per kilowatt hour less than the 4.4 mills per kilowatt hour value of the United States payment under the terms of sale.

It can therefore be clearly established that Canadian benefits from the Treaty far exceed the monetary cost of the Treaty to Canada. What of the other costs to Canada? Do we retain adequate control of Canadian resources; and, equally as important to Canada as a whole and more particularly to the people directly affected, what of the cost of losing the potential use of 27,000 acres of land in the Arrow Lakes Valley?

Chapter IV and the Appendix to this paper establish that the control which Canada retains over its resources will provide the flexibility necessary to produce large amounts of energy from the Columbia River in Canada for its own needs. The small degree of flexibility that may be lost in any such cooperative undertaking as this is more than compensated for by the benefits achieved and also by the fact that a very major resource is made economically viable.

The value of the land to be flooded has also been discussed previously, and while the Government fully recognizes the personal problems inherent in any such flooding and sympathizes with those affected who may not wish to be relocated, the essential and immense economic benefit made possible by the Arrow Lakes dam cannot be denied. To view it otherwise would mean that the benefits of Columbia River development to the Province of British Columbia and to the nation as a whole should risk being lost. The previously noted assurance of the Chairman of the British Columbia Hydro and Power Authority indicates that in this case, as with similar dislocation caused for example by the St. Lawrence Seaway Development, adequate compensation will be made to those people affected and each individual case of such compensation will be dealt with separately and justly.

Table 8

Comparison of Revenues and CostsColumbia River Treaty ProjectsA. Payments to be made by United States of America

<u>Payment for</u>	<u>Amount of Payment \$Millions (Can.)</u>	<u>at date of</u>	<u>Value on 1 April 1973 \$Millions (Can.)</u>
Power benefits	274.8	1 Oct. 1964	416.1
Flood Control			
Duncan	12.0	1 April 1968	15.3
Arrow	56.3	1 April 1969	68.4
Mica	1.3	1 April 1973	1.3
		Total	501.1

B. Capital Costs of Projects

<u>Project</u>	<u>Capital Cost \$Millions (Can.)*</u>	<u>at in-service date of</u>	<u>Cost on 1 April 1973 \$Millions (Can.)</u>
Duncan Storage	33.3	1 April 1968	42.5
Arrow Storage	129.5	1 April 1969	157.4
Mica Storage	245.2	1 April 1973	245.2
General Costs	2.6	1 April 1973	2.6
		Total	447.7

C. Surplus

Total payments less total capital cost, ie A - B \$53.4 million
This surplus represents approximately one-half the cost of Mica at-site generation.

NOTE: (1) Interest rate assumed at 5 per cent both on costs and investment of payments.

(2) Exchange rate assumed to be \$1.00 (U.S.) - \$1.08 (Canadian).

* - Includes interest during construction at 5 per cent per annum.

5. What Benefits does Canada Receive from the Treaty, Protocol and Sales Agreement?

(1) Payments For Flood Control In The United States: The flood control payments which Canada will receive from the United States and the obligations of Canada to provide flood control are tabulated on Table 7 of this Chapter. The obligations of Canada are set forth in more detail in the discussion under Article IV of the Treaty and Item I of the Protocol as contained in the Appendix of this paper. Briefly the payments to Canada are as follows:

During the Period 60 Years from Ratification

(i) \$64.4 million U.S. (\$69.6 million Canadian) to be paid as follows:

\$11.1 million on 1 April 1968

\$52.1 million on 1 April 1969

\$ 1.2 million on 1 April 1973

(ii) Four payments of \$1,875,000 U.S. each for each of the first four calls for flood control storage in addition to that paid for under (i). (These payments have not been included in any cost-benefit comparisons as the date of payments, if any, is not definite and the probability of occurrence of a flood which would entitle the United States to call on this extra flood control is about once in twenty years.)

(iii) Electric power equal to any power lost by Canada in providing any call for flood control in addition to that paid for under (i).

After 60 Years from Ratification

(Floods of sufficient magnitude to meet the Protocol conditions for calls on Canadian flood control storage in this period have a probability of occurrence only once every 15 to 20 years.)

(i) Operating costs incurred by Canada in providing the flood control.

(ii) Compensation for any economic loss arising directly from Canada foregoing alternative uses of the storage (reservoir space) used to provide the flood control. Any part of this compensation which involves lost power will be paid to Canada, at its option, in either power or cash.

As previously noted the payments for flood control benefits are produced by the same reservoirs as provide the downstream power

benefits and are provided in a manner which protects the value of the projects for the at-site generation of power. The payments are therefore a true net benefit to Canada.

(2) Downstream Power Benefits in the United States: As Canada, under the Sales Agreement, will sell to the United States the first 30 years of each Treaty project's entitlement to downstream power benefits, the total Treaty power benefits can best be described under sections dealing with the power benefits sold and the power benefits not covered by the sales agreement.

(a) Power Benefits Sold: The amount of downstream power benefits to which Canada is entitled under the Treaty depends upon a number of conditions which cannot be accurately defined at this time. One of the more important of the variables involved is the rate of load growth in the United States. The effect of two different load growth rates on Canada's estimated benefits is shown by Table 9 which presents year by year estimates of energy and capacity benefits over the 35 years which encompass the 30-year sale period for each of the Treaty projects. The load growth forecast marked "High" is based on recent studies by the United States Federal Power Commission and the Bonneville Power Administration, while the forecast marked "Low" is based on an average load growth forecast prepared in 1956. The estimates of Canada's entitlement to downstream energy and capacity benefits under these two load conditions are as shown by the table. Also given by that table are the estimates of energy and capacity benefits finally agreed upon for the purposes of the sales agreement.

As can be noted by Table 9, a high load growth rate has the effect of reducing Canada's power benefit entitlement. This is caused by a faster development of United States resources and results in that country becoming increasingly less dependent on Canadian storage for efficient operation of its Columbia River system.

As the final and agreed estimate of Canada's downstream benefits indicated by Table 9 is the basis for payment made to Canada during the thirty-year sale period, the increase over the benefits which could have resulted under the recent or "High" load forecast condition represent a considerable improvement in what might otherwise have been Canada's Treaty returns. These increases were brought about through agreement on an estimate of load growth falling midway between the "High" and "Low" estimates, agreement on the addition of an extra 10 years of streamflow record in the calculation of the downstream energy benefits, and agreement on the treatment of the power used at the irrigation pumps of the Grand Coulee project. The actual amounts of energy for which Canada is paid under the sales agreement are slightly less than the total quantities indicated by Table 9 as the sales agreements for the Duncan Lake and Arrow Lakes benefits terminate in 1998 and 1999 respectively. Canada's payment for downstream power benefits is based on an estimated total energy benefit of about 130 billion kilowatt hours at an average load factor of about 48 per cent.

Table 9
Estimated Canadian Entitlement During 30-Year Sale Period

Year	Energy Entitlement in Average Megawatt Years			Capacity Entitlement in Megawatts		
	Under "High" Load Forecast	Under "Low" Load Forecast	Agreed Entitle- ment(1)	Under "High" Load Forecast	Under "Low" Load Forecast	Agreed Entitle- ment(2)
1968-69 ⁽³⁾	106	105	113	191	191	191
1969-70 ⁽⁴⁾	536	540	572	956	956	972
1970-71	536	540	572	956	956	980
1971-72	536	540	572	956	956	987
1972-73	536	540	572	956	956	995
1973-74 ⁽⁵⁾	714	714	759	1331	1331	1377
1974-75	714	714	759	1331	1331	1385
1975-76	664	707	739	1318	1326	1379
1976-77	615	700	719	1305	1322	1373
1977-78	566	672	689	1292	1310	1362
1978-79	516	645	658	1279	1297	1350
1979-80	470	617	621	1251	1285	1331
1980-81	424	590	583	1224	1272	1311
1981-82	378	562	545	1196	1260	1297
1982-83	355	535	520	1131	1247	1254
1983-84	332	507	495	1066	1235	1216
1984-85	309	480	468	1001	1216	1172
1985-86	285	454	444	937	1197	1134
1986-87	262	427	418	872	1178	1093
1987-88	239	401	393	807	1159	1052
1988-89	216	374	368	942	1140	1012
1989-90	194	358	349	782	1109	1017
1990-91	173	342	330	822	1078	1022
1991-92	168	326	318	685	1048	732
1992-93	164	310	305	548	1018	844
1993-94	160	294	293	411	987	755
1994-95	155	278	279	274	957	666
1995-96	150	263	268	137	926	576
1996-97	146	247	254	0	896	486
1997-98	145	231	246	0	865	471
1998-99	144	215	236	0	835	457
1999-00	143	199	228	0	804	442
2000-01	143	183	219	0	774	427
2001-02	142	167	210	0	743	413
2002-03	141	163	207	0	660	371

- NOTES: (1) Agreed energy entitlement is based upon a 30-year period of stream flows whereas the entitlement under high and low load forecasts is based upon a 20-year period of streamflows.
- (2) Agreed capacity entitlement includes Grand Coulee pumping load as part of the system load. The entitlement under high and low load forecasts omits Grand Coulee pumping load from the system load.
- (3) Sale period for Duncan benefits 1968-69 to 1997-98 incl.
- (4) Sale period for Arrow benefits 1969-70 to 1998-99 incl.
- (5) Sale period for Mica benefits 1973-74 to 2002-03 incl.

The amount of power benefits indicated as being sold must of necessity be an estimate of the actual benefits which Canada would have been entitled to sell under the year by year calculation called for by the Treaty. The estimate, however, is considered a favourable one to Canada, particularly if the actual load growth in the United States follows the most recent load estimates. By arranging a sale based on the above noted estimate and calling for payment in advance, Canada is assured of sufficient revenues to more than cover the cost of the three Treaty projects in Canada.

The payment received from the power sales will, under the terms of the sales agreement, be \$254,400,000 U.S. or \$274,800,000 Canadian on the first of October 1964. This payment, made in advance and with interest earned at 4 1/2 per cent is equivalent to 4.4 mills per kilowatt hour for the total energy benefit sold, and 5.3 mills per kilowatt hour if the revenues for flood control are also included.

The value to Canada of the advance payment for power along with the flood control payments of \$69.6 million Canadian can be expressed in a number of ways, one of which has been given on Table 8 where the total value of payments on 1 April 1973 of \$501 million Canadian is compared with the total value of compounded capital cost of the three storage dams of \$447.7 million. The surplus revenues on that date (April 1973) are sufficient to pay about one half the cost of installing 1.8 million kilowatts of generating capacity at the Mica dam. This installation is twice that of the Canadian generating installation at the Barnhart plant of the St. Lawrence River Development.

A second approach to the value of the payments is to apply them year by year to the cost of constructing and maintaining the Treaty storage over the full construction and sales period (1964 to 2003). Under this approach we find that all construction costs are paid as they occur and all operating and maintenance costs of the storage are fully covered. In addition, a revenue surplus of \$40 million remains at the end of the period. Over the full period of construction and sale, the value to Canada of the initial payments plus interest earned on the unused portions of those payments, totals \$488 million.

No matter which approach is used the end result is the full coverage of all Treaty costs and with surplus revenues to be applied against Mica generation so that the average cost of the 6.6 billion kilowatt hours of energy produced annually at that site will be less than 1.5 mills per kilowatt hour.

The power benefits have been sold to the United States for an advance payment which is of equal value to a payment year by year of 4.4 mills for every kilowatt hour of Canadian entitlement or 5.3 mills per kilowatt hour with flood control revenues included. The sale of the benefits at this rate is not only a very profitable arrangement for Canada but is essential at this time because of the lack of markets in British Columbia to use the power if it were transmitted to Canada. If Canada

had waited for these domestic markets to develop, the chance for co-operative development may well have passed and the whole development of the Columbia River in Canada would have been jeopardized.

(b) Power Benefits in Addition to Those of the Sales Agreement: The same variables which make it impossible to forecast the actual benefits which the United States has purchased over the 30-year sales period also complicate an accurate estimate of the benefits remaining for Canada after that sale and available either for an additional sales contract or transmitted to Canadian loads. As can be seen from Table 9 the capacity benefit is, in the latter part of the Treaty period, very susceptible to the load growth in the United States and may diminish to zero before the end of the Treaty in the year 2024. However, as the average energy benefit is largely dependent upon the ultimate installation of generating units the United States will make at its existing Columbia River plants, the minimum energy benefit possible can be fairly accurately determined and should be about 190 average megawatts or 1.7 billion kilowatt hours a year. The annual value of the power benefits not covered by the sales agreement is approximately \$5 million at today's values and between \$5 to \$10 million if allowance is made for the inflation of those values.

(c) Other Benefits: It is also possible that the project referred to by Article IX of the Treaty (Ben Franklin) will be constructed downstream in the United States from the Canadian storage. As the possible downstream benefits from this project are not covered by the sales agreement, the benefits Canada might receive from the development by the United States of this limited amount of head (44 feet) would be an additional revenue not considered in present benefit-cost calculations.

(3) Benefits on the Kootenay River in Canada: While it is generally recognized that downstream power and flood control benefits are produced in the United States from the upstream Treaty dams of Canada, the very substantial downstream benefits produced in Canada on the Kootenay River are also of substantial importance. These benefits played a significant part in Treaty negotiations and are derived from the storage provided by the Duncan Lake and Libby dams. The flood control benefits are produced primarily by the Libby dam as it is upstream of the Creston area of British Columbia which, as noted in Chapter III of this report, "is the only area in the Kootenays (both the Columbia and Kootenay Valleys) where the economy is based on agriculture". Both the power and flood control benefits produced in Canada by Duncan Lake and Libby will be retained in their entirety by Canada.

It has been argued that the total cost of the Libby dam, which exceeds \$300 million, is greater than the cost of the alternative dams of Dorr, Bull River and Luxor which could be constructed on the Kootenay and Upper Columbia Rivers in Canada, and therefore its inclusion is not the most economic use of the river potential from a purely international standpoint. Such an approach does not of course

consider the relative values of the valley areas which would be flooded by the two plans. However, while a purely non-national approach is perhaps commendable, the practicalities of the problem and the alternative use approach of the International Joint Commission Principle's dictate that national interests be considered. On that basis, United States acceptance of all the costs of Libby (apart from the relatively small land costs involved in Canada) not only made this the most economic plan for Canada but also prevented the flooding and loss of about 73,000 acres of land in the East Kootenay Valley in Canada and avoided the relocation and dislocation problems inherent with such flooding.

The energy benefits which Canada will receive on the Kootenay River in Canada from the Treaty development are approximately 250,000 kilowatt years of energy (2.2 billion kilowatt hours). Of this gain, about 50,000 kilowatts can be produced at the existing Kootenay River plants from the regulation provided by Duncan Lake, and 200,000 kilowatts will be produced at the existing plants and the new Canal Plant by the extra regulation provided by Libby. These benefits will be produced for Canada under the Treaty proposal for less than 2 mills per kilowatt hour.

(4) Generation at the Mica Creek Project in Canada: The Mica Creek project as presently planned will have a generator installation totalling 1.8 million kilowatts and will be capable of producing 6.6 billion kilowatt hours of energy annually from Columbia River flows. This large generating potential, and the fact that the regulation of the river flows provided by the project is also essential for the economic development of generating projects downstream in Canada, is why the Mica dam is the key development for at-site generation in Canada.

How does the Treaty affect the cost of power at this essential project? During the 30-year period of downstream power sales to the United States the at-site cost of the Mica generation is less than 1.5 mills per kilowatt hour. If there were no Treaty the cost of Mica generation during the same period would be approximately 4 mills per kilowatt hour. The savings to Canada at full production at the Mica site are therefore approximately \$16 million a year up to April of the year 2003. After that time and for a period of at least 20 years the saving is about \$13 million a year. These multi-million dollar savings are a direct result of the Treaty and sales agreement.

(5) Total Generation in the Columbia River Basin in Canada: While the immediate benefits of the Treaty development will appear at the Mica Creek site and Kootenay River plants, the long term benefit of the Treaty is to make the full development of the best-use plan for Canada an economically viable undertaking. Immediately downstream of Mica Creek a total of 1.9 million kilowatts of installation are made possible at the sites of Downie Creek, Revelstoke Canyon and Murphy Creek. The Murphy Creek site immediately north of Trail is shown by Plate 13. Altogether the total power potential of the Columbia River basin within Canada based on development under the Treaty, will amount to over 4 million kilowatts of installed capacity producing at-site energy



Plate 13 - Murphy Creek Site.

at an average cost of approximately 2 mills per kilowatt hour. These benefits will be increased even further through coordination with other resources within Canada. For comparison purposes the total hydroelectric generating capacity in Canada at the end of 1963 was 20 million kilowatts. The additional hydroelectric capacity potentially available on the Columbia River therefore represents 1/5 of today's total for Canada. The installations possible under the full development of the river basin in Canada are given in Table 10.

(6) Diversion Rights for Canada: Other sections of this presentation and its Appendix present the diversion rights available to Canada under the terms of the Columbia River Treaty and Protocol.

To have secured clear rights of diversion must be counted as a benefit from the Columbia River Treaty. These rights are substantial and benefit Canada both in the field of power production and in safeguarding the country's water requirements for "consumptive" purposes. (See Section 5 (2) of Chapter III).

(7) Other Benefits: Other benefits Canada will receive from the Columbia River Treaty are as follows:

(a) Flood Control Benefits in Canada: Canada will benefit from flood control protection provided by the three Canadian dams and the Libby dam. Canada is not required to pay the United States for the flood protection given by the United States dam at Libby.

(b) Balance of Payments Situation: Canada's foreign exchange resources will benefit directly from the payment by the United States of \$319 million in United States funds, of which \$254 million will be paid in 1964.

(c) Employment: During the nine-year construction period of the Treaty storage projects an average of some 1,350 men will be employed at the dams, and in the peak years of construction about 3,000 men. Expenditures by this labour force and by industries for the dams will create a great many more jobs. Following the construction of Duncan, Arrow and Mica there will be a continuing building program for a further 10 to 15 years for other large dams on the Columbia River.

6. Summary

Is the Treaty fair to Canada? On the basis of Canada's contributions and the returns from the proposed cooperative development the answer must definitely be in the affirmative. Canada's costs under the Treaty are exceeded by the Treaty benefits even under a most critical standard of analysis. The agreements which have been reached on the measurement and division of downstream power and flood control benefits are generally consistent with "Principles" recommended in 1957 by the International Joint Commission. The payments made by the United States for the portion of benefits sold to that country are not only

Table 10

Proposed Hydroelectric Projects
in the Columbia River Basin in Canada

Summary of Data					
Name of Project	Live Storage Ac. Ft.	Normal Full Pool Elevation	Maximum Gross Head Feet	Number of Units	Installed Capacity KW
Mica Creek	12,000,000	2475	570	10	1,820,000
Downie Creek	480,000	1905	255	10	1,000,000(a)
Revelstoke Canyon	220,000	1650	196	9	630,000
Arrow Lakes	7,100,000	1444	42	-	-
Murphy Creek	Pondage	1402	62	6	300,000
Duncan Lake	1,400,000	1892	110	-	-
Lower Bonnington (additions only)	Pondage	1620	70	1	13,700
Brilliant (additions only)	Pondage	1470	70(b)	2	54,600
Kootenay Canal Plant	817,000	1745	272	3	270,000
Seven Mile	Pondage	1714	198	4	350,000
Total					4,438,300

(a) Output is reduced to 930,000 kw when tailwater is at normal full pool elevation of Revelstoke Project.

(b) Following completion of Murphy Project which reduces head by 26 feet.

reasonable but are guaranteed, whereas the actual amount of the product sold is dependent upon a number of future and undefinable conditions.

Canada's contribution to the cooperative undertaking will be a regulation service for the flows of the Columbia River, no new water is being made available to the United States by this country. In providing this regulation service Canada has maintained sufficient flexibility of operation to protect its own generating projects in Canada. It will also benefit substantially from the Libby dam in the United States. All of this has been accomplished under Treaty provisions that are fair and fully acceptable to all three governments concerned. The end result for Canada is the assured development of a major and renewable resource yielding large and varied benefits for an entire region and for the country as a whole.

CHAPTER VI

CONCLUSIONS: THE TREATY APPRAISED

CONCLUSIONS: THE TREATY APPRAISED

The conclusions that follow from the foregoing analyses point to the very serious efforts on the part of the Government of Canada and the Government of British Columbia to be seized fully of all the facts underlying the economic, engineering and general benefits to Canada in entering into a plan of cooperative Columbia River development with the United States.

This Presentation has already stated fully the case for the Treaty. However, it is desirable that there should be no public misunderstanding as to the degree of conviction with which the Government of Canada, and no doubt the Government of British Columbia, view the specific gains for Canada resulting from the Treaty, the Protocol, the Terms of Sale and the collateral arrangements with the Government of British Columbia.

What are these gains?

(1) Best Use of the River

No serious or practical support is to be found among studies of Columbia River developmental potential for any program other than a primary use of the river for power and flood control within the Columbia River basin itself. Diversions for power to the Fraser River or for power and irrigation to the Prairies represent very high cost developments and, in addition, raise very serious questions of altering watersheds and preventing basin development when the immediate advantages of such diversions are not present to justify so radical a use of these waters. The Prairies can obtain water closer to home more cheaply if the need for that water does arise; and the diversion of Columbia River water into the Fraser River has been shown to be an uneconomic method of power development.

(2) Downstream Benefits

It was a substantial achievement to obtain the consent of the United States to the downstream benefits theory. Without these benefits it would not have been possible to finance economically Canadian construction upstream.

(3) The Best Projects Were Chosen

Years of detailed technical study by the International Columbia River Engineering Board, supplemented by the International Joint Commission, by officials of the Government of British Columbia, by the Water Resources Branch of the Government of Canada and by several private consulting firms of engineers, as well as specific

cost-benefit analyses of many sites and of over one hundred combinations of sites, led to the selection of Arrow Lakes, Duncan Lake and Mica and to preservation of a variety of possible Kootenay River diversions. As to Libby, it was essentially a United States project and in view of its relatively low cost to Canada (\$12 million for land flooded in Canada) and the substantial downstream benefits obtained by Canada and not shared with the United States (in the West Kootenays), its selection resulted in important power and flood control advantages for Canada. Every one of the Canadian projects, particularly Arrow Lakes and Duncan Lake, has a highly attractive benefit-cost ratio. All were given an advantageous first-added position before new United States projects. When it is realized that Arrow Lakes serves not only to regulate effectively for downstream benefits but helps to provide the flexibility of operation essential for generation of power at Mica Creek and downstream of Mica Creek in Canada, there is no doubt that the Arrow Lakes project was a valid choice. Both Mica Creek and Duncan Lake have never been challenged in any other proposed plan for the Columbia Basin including purely Canadian development programmes.

(4) Prices Paid for Power and Flood Control

The calculations set out in Chapter V are impressive evidence of the fact that Canada obtained prices for flood control and power that were acceptable from the United States point of view and fair and profitable for Canada. All Canadian construction is paid for with enough of a surplus left to cover more than half the generation installation costs at Mica Creek. Canada (and British Columbia) has obtained, under the proposed sales agreement, for the Canadian share of the downstream power benefits and for the flood control benefits, sums in cash, discounted, which, by 1973, if invested at 5%, will amount in total to about \$501 million. Canada has sold its downstream power benefits, therefore, for thirty years for a lump sum which in terms of mill-rates amounts to about 4.4 mills per kilowatt hour; and if to these were added the flood control payments, the rate becomes 5.3 mills per kilowatt hour. A mill-rate calculation is far less significant than the practical results: Canada has three valuable installations on the Columbia River at little or no cost and British Columbia will have at Mica Creek the cheapest at-site power generation to be found in North America.

(5) Will Flood Control Claims Interfere with Canadian Interests?

The Treaty and the Protocol have many built-in protections against arbitrary claims for flood control that would interfere with Canadian at-site generation programmes. For that part of the Canadian storage committed for flood control, Canada is well paid. For that part for which calls may be made and for which there is as yet no payment the cost to the United States as well as other provisions protect Canada from abuses, losses of power and any general economic loss; and, in any case, such calls are likely to be very infrequent.

(6) Consumptive Uses

The Treaty and the Protocol are explicit in their assurance of the right to divert for consumptive uses which, of course, includes irrigation. The precise application of this right will have to be determined from time to time in particular cases.

(7) Sale of Benefits After Thirty Years

While Canada's downstream power benefits will decline with time a continuing benefit will remain after the sale period and will be available for a further sale. But should Canada wish to have that continuing share of the downstream power benefits returned to Canada there is no obligation to sell it and Canada can have such power transmitted back to Canadian grid systems.

(8) The Sale is Consistent with Sound Export Policy

Although the sale is not an export of power, nevertheless, with all due safeguards to Canadian needs, surplus hydroelectric power should be sold to available United States markets with market considerations in mind not unlike those that determine the sale of non-renewable energy resources. Indeed, it would be unwise to wait too long to tap hydroelectric power sources because not only may a Canadian market not readily be available for much of this power, but the United States market may be a vanishing one as alternate power sources are developed from thermal and atomic energy plants. Canadian employment and Canadian exchange reserves will be affected substantially by hydroelectric power construction programmes and the subsequent sale of the energy to the United States. With proper safeguards there is no longer any need to treat exports of power other than as a realistic commercial policy.

(9) The Arrow Lakes and its People

While numbers of families will be affected by the additional flooding of the Arrow Lakes, public opinion in the area has shown an increasing understanding of the comparative benefits from the building of the High Arrow Dam. For although the provision of alternative housing for families is a serious matter, nevertheless, it cannot be doubted that all those affected will be treated with greatest consideration and fairness. Short-run dislocations are greatly offset by the new advantages in the region's economy. Full compensation is included in all cost estimates.

(10) The Contribution to International Law

The Treaty makes a useful and distinctive contribution to the developing programme of international river basin management and concepts. Here the international law of the Columbia River Treaty tries to reassemble under the umbrella of reciprocity and reason what i

nature may have been divided by boundaries, thereby providing protection for vital Canadian interests while making possible the cooperative management of the common Columbia River basin. The world leadership of Canada and the United States in the matter of boundary and trans-boundary river control and cooperation is further advanced by this agreement.

(11) Canadian Operational Independence is Maintained

The analysis in the foregoing chapters makes it clear that care has been taken to safeguard the independence of Canada throughout the Treaty and the Protocol. The Canadian management of storage on a day-to-day basis; the common agreement required for assured plans of operation; the independence of the entities in their normal contractual relations; the controls over flood call commitments; the supervisory role of the Permanent Engineering Board; the reference of disputes to the Board, as well as to the International Joint Commission and, if these fail, to international arbitration; the Kootenay diversion rights and the general consumptive rights--all of these are evidence of the discretion that remains vested in Canada as it engages in this cooperative programme. Canada's essential position under the Boundary Waters Treaty, 1909 has been preserved both in relation to the Columbia River Treaty once it terminates and, of course, in relation to all other Canadian-United States International rivers.

Great policies that involve long-term international programmes of an economic-engineering nature, for a whole region, that have important demographic consequences, and that raise significant legal and administrative questions, necessarily require the most serious attention of government in bringing these policies into operation. This Presentation has attempted to demonstrate that such care was taken in the research, thought and negotiations concerned with the fashioning of the best plans for Canada in the cooperative approach to the uses of the waters of the Columbia River basin. Many years of complex technical research, of difficult negotiations, of federal-provincial liaison activity, and of corresponding studies by the United States itself, now have led to the Treaty, the Protocol, the Terms of Sale and the Canada-British Columbia Agreements. This "package" of interlacing obligations is witness to a full generation of constructive effort. The Columbia River Treaty, and the program of development envisaged by it, is designed to serve the best interest of the people of the region, of Canada as a whole, and, indeed, of the common continental river basin.

APPENDIX

Appendix

This Appendix provides a commentary on each Article of the Treaty and each Item of the Protocol which together comprise the complex regime of the Columbia which is being submitted to Parliament for approval. Each provision is set out and followed by a brief comment on relevant legal, economic or engineering implications.

This Appendix also contains a description of and commentary on the proposed Terms of Sale and the two agreements between Canada and British Columbia relating to implementation of the Treaty in Canada.

The Treaty consists of twenty-one Articles, two Annexes and one Statistical Table. The various principles central to the Treaty and underlying the grand scheme are:

- (a) the jointly planned use of Canadian storage;
- (b) the obligation of the United States to make the best use of the improved streamflow for maximum power production;
- (c) equal sharing of the downstream power benefits so produced;
- (d) payment to Canada by the United States for flood protection;
- (e) permission for the United States to build a dam at Libby, Montana with special benefits for Canada;
- (f) diversion rights for Canada;
- (g) the establishment of separate Canadian and United States operating entities to manage the power and flood control programmes;
- (h) the creation of a joint Permanent Engineering Board;
- (i) the establishment of machinery for settlement of disputes;
- (j) limited liability for injuries payable only for Treaty breaches;
- (k) the preservation of Canada's rights of diversion under the Boundary Waters Treaty, 1909, once the Columbia Treaty regime is at an end; and
- (l) the establishment of principles for operating the Canadian storage and for measuring the downstream power benefits.

Of primary importance in the Treaty is the principle that freedom of planning and operation should prevail in each country within the limits necessary for a cooperative programme of development of a common river.

TREATY BETWEEN CANADA AND THE UNITED STATES OF
AMERICA RELATING TO COOPERATIVE DEVELOPMENT OF
THE WATER RESOURCES OF THE COLUMBIA RIVER BASIN

Signed at Washington 17 January 1961

The Governments of Canada and the United States of America:

Recognizing that their peoples have, for many generations, lived together and cooperated with one another in many aspects of their national enterprises for the greater wealth and happiness of their respective nations, and

Recognizing that the Columbia River basin, as a part of the territory of both countries, contains water resources that are capable of contributing greatly to the economic growth and strength and to the general welfare of the two nations, and

Being desirous of achieving the development of those resources in a manner that will make the largest contribution to the economic progress of both countries and to the welfare of their peoples of which those resources are capable, and

Recognizing that the greatest benefit to each country can be secured by cooperative measures for hydroelectric power generation and flood control, which will make possible other benefits as well,

Have agreed as follows:

Comment

The Preamble states certain general concepts of cooperation between Canada and the United States in the river basin and stresses two main principles: that resource development should be carried on to effect the largest contribution to the economic progress of both countries; and, that the greatest benefit to each country in hydroelectric power and flood control can be secured by cooperative measures.

ARTICLE I

Interpretation

- (1) In the Treaty, the expression
 - (a) "average critical period load factor" means the average of the monthly load factors during the critical stream flow period;

- (b) "base system" means the plants, works and facilities listed in the table in Annex B as enlarged from time to time by the installation of additional generating facilities, together with any other plants, works or facilities which may be constructed on the main stem of the Columbia River in the United States of America;
- (c) "Canadian storage" means the storage provided by Canada under Article II;
- (d) "critical stream flow period" means the period, beginning with the initial release of stored water from full reservoir conditions and ending with the reservoirs empty, when the water available from reservoir releases plus the natural stream flow is capable of producing the least amount of hydroelectric power in meeting system load requirements;
- (e) "consumptive use" means use of water for domestic, municipal, stock-water, irrigation, mining or industrial purposes but does not include use for the generation of hydroelectric power;
- (f) "dam" means a structure to impound water, including facilities for controlling the release of the impounded water;
- (g) "entity" means an entity designated by either Canada or the United States of America under Article XIV and includes its lawful successor;
- (h) "International Joint Commission" means the Commission established under Article VII of the Boundary Waters Treaty, 1909, or any body designated by Canada and the United States of America to succeed to the functions of the Commission under this Treaty;
- (i) "maintenance curtailment" means an interruption or curtailment which the entity responsible therefor considers necessary for purposes of repairs, replacements, installations of equipment, performance of other maintenance work, investigations and inspections;
- (j) "monthly load factor" means the ratio of the average load for a month to the integrated maximum load over one hour during that month;
- (k) "normal full pool elevation" means the elevation to which water is stored in a reservoir by deliberate impoundment every year, subject to the availability of sufficient flow.
- (l) "ratification date" means the day on which the instruments of ratification of the Treaty are exchanged;

(m) "storage" means the space in a reservoir which is usable for impounding water for flood control or for regulating stream flows for hydroelectric power generation;

(n) "Treaty" means this Treaty and its Annexes A and B;

(o) "useful life" means the time between the date of commencement of operation of a dam or facility and the date of its permanent retirement from service by reason of obsolescence or wear and tear which occurs notwithstanding good maintenance practices.

(2) The exercise of any power, or the performance of any duty, under the Treaty does not preclude a subsequent exercise or performance of the power or duty.

Comment

Fifteen expressions used in the Treaty and its Annexes are defined for convenience in drafting, greater certainty in interpretation and in order to avoid repetition.

The definition of "storage" ought to be borne in mind. It is related to empty space in a reservoir rather than a structure or a quantity of water.

The operating agencies of each government, which in Canada will be the British Columbia Hydro and Power Authority, are defined as "entities".

Paragraph (2) is a technical device used to avoid cumbersome language and to make it abundantly clear that whenever circumstances require some action to be taken pursuant to the Treaty it may be taken even though on some previous occasion the same action already was taken.

ARTICLE II

Development by Canada

(1) Canada shall provide in the Columbia River basin in Canada 15,500,000 acre-feet of storage usable for improving the flow of the Columbia River.

(2) In order to provide this storage, which in the Treaty is referred to as the Canadian storage, Canada shall construct dams:

(a) on the Columbia River near Mica Creek, British Columbia, with approximately 7,000,000 acre-feet of storage;

(b) near the outlet of Arrow Lakes, British Columbia, with approximately 7,100,000 acre-feet of storage; and

(c) on one or more tributaries of the Kootenay River in British Columbia downstream from the Canada-United States of America boundary with storage equivalent in effect to approximately 1,400,000 acre-feet of storage near Duncan Lake, British Columbia.

(3) Canada shall commence construction of the dams as soon as possible after the ratification date.

Comment

The basic plan of the Treaty is the storage of water in Canada at the three locations mentioned in the Article, i.e. Arrow Lakes, Duncan Lake and Mica Creek, during the highflow period of the summer months and its regulated release over the lowflow period of late fall, winter and early spring, so as to improve the flow of the Columbia River both in Canada and the United States for power generation and flood control purposes.

In the British Columbia-Canada agreements British Columbia has agreed to construct the three dams needed to provide this storage of water at its own expense and has specifically agreed that Canada is to have no financial obligation whatever with respect to the financing of construction.

The storage reservoir of the dam at the Mica Creek site will provide approximately 20,000,000 acre-feet of storage but only 7,000,000 acre-feet has been committed for operation under the Treaty for power. It is of advantage to Canada to retain complete freedom of operation of the remaining storage for at-site generation or generation at "run of the river" plants downstream in Canada, since the additional downstream power benefits that would result from a committal of the balance of the storage to operation under the Treaty would be very small.

Construction must be started as soon as possible after the Treaty is ratified. Article IV (6) sets out the construction time schedule, which is 9 years for Mica Creek and 5 years for both Arrow Lakes and Duncan Lake. The construction time is decreased by Section A.1(a) of the Terms of Sale for Duncan Lake from 5 to 3 1/2 years and for Arrow Lakes from 5 to 4 1/2 years, based on the assumption that the Treaty is ratified on October 1, 1964. The shortened construction period is practicable because of the amount of engineering already done and will result in a substantial increase in the amount of downstream power benefits accruing to Canada over the period of the Treaty.

Certain engineering criteria for the dams are set out in Annex A, Section 3. The operating entities will consult during the construction phase on designs and other related matters as provided for in Article XIV (2)(a).

ARTICLE III

Development by the United States of America Respecting Power

(1) The United States of America shall maintain and operate the hydroelectric facilities included in the base system and any additional hydroelectric facilities constructed on the main stem of the Columbia River in the United States of America in a manner that makes the most effective use of the improvement in stream flow resulting from operation of the Canadian storage for hydroelectric power generation in the United States of America power system.

(2) The obligation in paragraph (1) is discharged by reflecting in the determination of downstream power benefits to which Canada is entitled the assumption that the facilities referred to in paragraph (1) were maintained and operated in accordance therewith.

Comment

The United States agrees to make full use of the improved stream-flow brought about by the Canadian storages so that maximum benefits will be available to Canada. However, since the determination of Canada's share of the downstream power benefits is always calculated five years in advance, and is a theoretical amount based on historic streamflows rather than the actual amount of power produced at any given time, paragraph (2) requires that the calculation of the downstream power benefits must assume optimum use of the regulation provided by the Canadian storages. Therefore it is ensured that Canada will receive the greatest possible amount of power. If the United States operates its generating facilities in a way that is less than optimum there is no loss to Canada but only loss to the United States.

Details of the method of calculation are found in Articles V and VII and in Annex B.

ARTICLE IV

Operation by Canada

(1) For the purpose of increasing hydroelectric power generation in Canada and the United States of America, Canada shall operate the Canadian storage in accordance with Annex A and pursuant to hydroelectric operating plans made thereunder. For the purposes of this obligation an operating plan if it is either the first operating plan or if in the view of either Canada or the United States of America it departs substantially from the immediately preceding operating plan must, in order to be effective, be confirmed by an exchange of notes between Canada and the United States of America.

(2) For the purpose of flood control until the expiration of sixty years from the ratification date, Canada shall

(a) operate in accordance with Annex A and pursuant to flood control operating plans made thereunder

(i) 80,000 acre-feet of the Canadian storage described in Article II (2)(a),

(ii) 7,100,000 acre-feet of the Canadian storage described in Article II (2)(b),

(iii) 1,270,000 acre-feet of the Canadian storage described in Article II (2)(c),

provided that the Canadian entity may exchange flood control storage under subparagraph (ii) for flood control storage additional to that under subparagraph (i), at the location described in Article II (2)(a), if the entities agree that the exchange would provide the same effectiveness for control of floods on the Columbia River at The Dalles, Oregon;

(b) operate any additional storage in the Columbia River basin in Canada, when called upon by an entity designated by the United States of America for that purpose, within the limits of existing facilities and as the entity requires to meet flood control needs for the duration of the flood period for which the call is made.

(3) For the purpose of flood control after the expiration of sixty years from the ratification date, and for so long as the flows in the Columbia River in Canada continue to contribute to potential flood hazard in the United States of America, Canada shall, when called upon by an entity designated by the United States of America for that purpose, operate within the limits of existing facilities any storage in the Columbia River basin in Canada as the entity requires to meet flood control needs for the duration of the flood period for which the call is made.

(4) The return to Canada for hydroelectric operation and the compensation to Canada for flood control operation shall be as set out in Articles V and VI.

(5) Any water resource development, in addition to the Canadian storage, constructed in Canada after the ratification date shall not be operated in a way that adversely affects the stream flow control in the Columbia River within Canada so as to reduce the flood control and hydroelectric power benefits which the operation of the Canadian storage in accordance with the operating plans in force from time to time would otherwise produce.

(6) As soon as any Canadian storage becomes operable Canada shall commence operation thereof in accordance with this Article and in any event shall commence full operation of the Canadian storage described in Article II (2)(b) and Article II (2)(c) within five years of the ratification date and shall commence full operation of the balance of the Canadian storage within nine years ²⁸⁷ of the ratification date.

Comment

This Article contains the basic agreement of Canada to operate the storages at Arrow Lakes and Duncan Lake and the committed portion of the storage at Mica Creek for power generation and for flood control downstream. This operation will be in accordance with Annex A of the Treaty and operating plans established from time to time by the entities.

Because of the importance of the operating plans for power generation, a certain degree of control has been retained by the Governments of Canada and United States. While the entities are free to formulate the plans with the assistance, in appropriate cases, of the Permanent Engineering Board, the plans must be submitted to the Governments for approval if they depart substantially from those prepared for the previous years.

Canada's obligation to operate for flood control is described by reference to two periods of time, the first being the initial 60 year of the Treaty and the second comprising the years thereafter.

For the first period the obligation is two-fold, i.e.

- (1) 8,450,000 acre-feet of the 15,500,000 acre-feet of storage committed for operation under the Treaty will be operated in accordance with flood control operating plans prepared in accordance with Annex A of the Treaty. It is for this operation that Canada receives the \$64,400,000 (U.S.) advance flood control payment in three portions as each dam commences operation. It should be noted that all but 80,000 acre-feet of the storage committed for operation under these operating plans is located at Arrow Lakes and Duncan Lake where its use for flood control will not interfere with power generation capabilities in Canada, whether they be installed at Mica Creek or downstream from Mica Creek.
- (2) In addition to the operation of that 8,450,000 acre-feet during this first period any other storage in the Columbia River basin within the limits of the facilities that exist from time to time will be operated in accordance with flood control calls made from time to time by the United States entity. The procedure for making these calls is now governed by Item 1 of the Protocol, and they are expected to be very infrequent, perhaps one every twenty years. The payment for this operation is set out in Article VI and consists of all hydro-electric power which Canada may have lost in complying with any call and, in addition, payment of \$1,875,000 (U.S.) for each of the first four flood control periods for which a call is made.

For the second period the obligation is to operate for flood control any storage in the Columbia River basin provided by facilities

existing from time to time as specific flood control calls are made by the United States entity. Canada is not required under this obligation to build, create or even maintain any particular project or dam, unless, of course, the Treaty is still in force and the maintenance of the dam is required for purposes connected with downstream power benefits. This obligation exists only if the flows of the Columbia River in Canada do, in fact, contribute to flood hazard in the United States. Consequently if Canadian development, including diversion, has removed this contribution Canada has no obligation. The payment for this operation is set out in Article VI and consists of reimbursement for the broadest possible description of loss, i.e., the economic loss to Canada.

The Protocol modifies this obligation to operate for flood control so that no greater degree of flood control protection can be called for than that permitted during the first period.

The Protocol, in addition to the modification described above, limits the frequency and extent of all calls made by the United States entity during both periods by establishing procedures for making calls and by providing an objective test of the need for flood control. The Protocol ensures that the Canadian operating entity and the Permanent Engineering Board will have a substantial role in determining whether or not the need for flood control is real.

Article IV also establishes the times at which operation of the Canadian storages are to commence (these have been superseded in part by the Terms of Sale) and requires that water resource developments in Canada, constructed after the ratification of the Treaty, shall not derogate from the benefits which would otherwise be possible under the operating plans agreed to under the Treaty. This requirement does not, of course, apply to developments specially authorized by the Treaty such as the diversions pursuant to Article XIII.

ARTICLE V

Entitlement to Downstream Power Benefits

- (1) Canada is entitled to one half the downstream power benefits determined under Article VII.
- (2) The United States of America shall deliver to Canada at a point on the Canada-United States of America boundary near Oliver, British Columbia, or at such other place as the entities may agree upon, the downstream power benefits to which Canada is entitled, less
 - (a) transmission loss,
 - (b) the portion of the entitlement disposed of under Article VIII (1),
and,

(c) the energy component described in Article VIII (4).

(3) The entitlement of Canada to downstream power benefits begins for any portion of Canadian storage upon commencement of its operation in accordance with Annex A and pursuant to a hydroelectric operating plan made thereunder.

Comment

This Article establishes Canada's right to one-half of the increase in power generation at the United States plants due to the improved streamflow resulting from the operation of the Canadian storages. The increase in power generation, referred to in the Treaty as downstream power benefits, is defined generally in Article VII and in greater detail in Annex B.

Paragraph (2) provides for the return to Canada of its share of the downstream power benefits less

- (a) the amount lost in transmission to the Canadian border;
- (b) any amount sold in the United States;
- (c) any amount for which no market exists either in Canada, or, through sales agreements, in the United States.

Canada, by virtue of the Terms of Sale, no longer has the responsibility of finding markets for this power for at least 30 years since the responsibility for marketing it rests with the United States Purchaser.

Paragraph (3) ensures credit to Canada for any portion of its storage committed under the Treaty, as soon as such storage commences operation under an agreed operating plan.

Article VIII (3) provides safeguards so that no portion of Canada's share of the downstream power benefits can be used in the United States without the agreement of Canada.

ARTICLE VI

Payment for Flood Control

- (1) For the flood control provided by Canada under Article IV (2)(a) the United States of America shall pay Canada in United States funds:
 - (a) 1,200,000 dollars upon the commencement of operation of the storage referred to in subparagraph (a)(i) thereof,
 - (b) 52,100,000 dollars upon the commencement of operation of the storage referred to in subparagraph (a) (ii) thereof, and

(c) 11,100,000 dollars upon the commencement of operation of the storage referred to in subparagraph (a)(iii) thereof.

(2) If full operation of any storage is not commenced within the time specified in Article IV, the amount set forth in paragraph (1) of this Article with respect to that storage shall be reduced as follows:

(a) under paragraph (1)(a), 4,500 dollars for each month beyond the required time,

(b) under paragraph (1)(b), 192,100 dollars for each month beyond the required time, and

(c) under paragraph (1)(c), 40,800 dollars for each month beyond the required time.

(3) For the flood control provided by Canada under Article IV (2)(b) the United States of America shall pay Canada in United States funds in respect only of each of the first four flood periods for which a call is made 1,875,000 dollars and shall deliver to Canada in respect of each and every call made, electric power equal to the hydroelectric power lost by Canada as a result of operating the storage to meet the flood control need for which the call was made, delivery to be made when the loss of hydroelectric power occurs.

(4) For each flood period for which flood control is provided by Canada under Article IV (3) the United States of America shall pay Canada in United States funds:

(a) the operating cost incurred by Canada in providing the flood control, and

(b) compensation for the economic loss to Canada arising directly from Canada foregoing alternative uses of the storage used to provide the flood control.

(5) Canada may elect to receive in electric power, the whole or any portion of the compensation under paragraph (4) (b) representing loss of hydroelectric power to Canada.

Comment

For the 8,450,000 acre-feet of storage committed to operation for flood control for the first period (see Article IV) Canada receives a total payment, in advance, of \$64,400,000 (U.S.). The portion of the payment associated with each project will be made when that project commences operation and, since it is based upon agreed construction schedules, Article VI (2) provides for reductions in the payments for each month that operation of the projects is late.

If during this first period Canada is called upon to provide flood control in addition to the 8,450,000 acre-feet, the United States will pay Canada for each of the first four flood control periods for

which a call is made \$1,875,000 (U.S.), and for each and every call made the United States will also give Canada an amount of power equal to the power lost by Canada as a result of operating the Canadian storages to meet the flood control need.

For the flood control calls made during the second period Canada will be reimbursed for all operating costs incurred and further will be compensated for all economic loss to Canada arising directly from Canada having foregone other uses of the storage. Canada has the option of receiving money or power for the portion of the total economic loss consisting of lost power.

ARTICLE VII

Determination of Downstream Power Benefits

- (1) The downstream power benefits shall be the difference in the hydroelectric power capable of being generated in the United States of America with and without the use of Canadian storage, determined in advance, and is referred to in the Treaty as the downstream power benefits.
- (2) For the purpose of determining the downstream power benefits:
 - (a) the principles and procedures set out in Annex B shall be used and followed;
 - (b) the Canadian storage shall be considered as next added to 13,000,000 acre-feet of the usable storage listed in Column 4 of the table in Annex B;
 - (c) the hydroelectric facilities included in the base system shall be considered as being operated to make the most effective use for hydroelectric power generation of the improvement in stream flow resulting from operation of the Canadian storage.
- (3) The downstream power benefits to which Canada is entitled shall be delivered as follows:
 - (a) dependable hydroelectric capacity as scheduled by the Canadian entity, and
 - (b) average annual usable hydroelectric energy in equal amounts each month, or in accordance with a modification agreed upon under paragraph (4).
- (4) Modification of the obligation in paragraph (3) (b) may be agreed upon by the entities.

Comment

Downstream power benefits are defined as the difference in

hydroelectric power capable of being generated in the United States with and without the use of Canadian storages. This benefit is determined five years in advance, on the basis of the calculations called for in Annex B for the year in question. The determination in advance is required so that the entities may have sufficient foreknowledge of their commitments and benefits in order to enable them to proceed with utility planning in an orderly fashion.

Paragraph (2) (b) specifies that in computing Canada's downstream power benefits the Canadian storage will be considered as next added to the existing 13,000,000 acre-feet of usable storage in the United States base system as listed in the tabulation following Annex B of the Treaty. The amount of downstream power benefits available is a limited quantity which is dependent upon such factors as the size of load, the amount of thermal installation and the effectiveness of the storage. First added storage is more effective towards increasing generation than is subsequently added storage. It receives, therefore, a larger share of credit or downstream power benefit per unit of storage added. The first added position guaranteed to Canada under paragraph (2)(b) does not permit derogation from this favourable position by any subsequently added United States storage whenever built.

Under paragraph (2)(c) it is assumed in determining the downstream power benefits that the United States base system is operated so as to make the most effective use, for hydroelectric power generation, of the improvement in streamflow resulting from the operation of Canadian storages. If such best use is not in fact carried out by the United States the result cannot affect Canada's entitlement which was computed five years earlier and which, under paragraph 6 of Annex B, cannot be adjusted retroactively. This principle is also reflected in Article III (2).

Paragraphs (3) and (4) provide for delivery by the United States to Canada of its downstream power benefits in the manner scheduled by the Canadian entity for capacity benefits, and in equal amounts each month for energy benefits. The manner of delivery of the energy benefit may be varied if agreed to by both entities. Canada's sale of its entitlement as provided for in the Terms of Sale cancels the need for return of its capacity and energy benefits during the 30-year sale period.

ARTICLE VIII

Disposal of Entitlement to Downstream Power Benefits

(1) With the authorization of Canada and the United States of America evidenced by exchange of notes, portions of the downstream power benefits to which Canada is entitled may be disposed of within the

United States of America. The respective general conditions and limits within which the entities may arrange initial disposals shall be set out in an exchange of notes to be made as soon as possible after the ratification date.

(2) The entities may arrange and carry out exchanges of dependable hydroelectric capacity and average annual usable hydroelectric energy to which Canada is entitled for average annual usable hydroelectric energy and dependable hydroelectric capacity respectively.

(3) Energy to which Canada is entitled may not be used in the United States of America except in accordance with paragraphs (1) and (2).

(4) The bypassing at dams on the main stem of the Columbia River in the United States of America of an amount of water which could produce usable energy equal to the energy component of the downstream power benefits to which Canada is entitled but not delivered to Canada under Article V or disposed of in accordance with paragraphs (1) and (2) at the time the energy component was not so delivered or disposed of, is conclusive evidence that such energy component was not used in the United States of America and that the entitlement of Canada to such energy component is satisfied.

Comment

Paragraph (1) permits sale in the United States of portions of Canada's downstream power benefits if such sales are authorized by an exchange of notes between the two Governments. This Article envisages that the arrangements for the initial disposals would be made only after ratification of the Treaty. It should be noted that Item 3 of the Protocol now provides that the exchange of notes confirming such arrangements shall take place simultaneously with ratification. The general conditions and limits of the sale planned at present are outlined in the "Attachment Relating to Terms of Sale".

The entities are also permitted to enter into agreements for the exchange of the two components constituting downstream power benefits, i.e., average annual energy and dependable capacity. Such exchanges would permit the downstream power benefits to be put in a form more usable by the Canadian entity.

Paragraphs (3) and (4), which protect Canada against the unauthorized use of any portion of Canada's downstream power benefits and which also protect the United States against Canada selling surplus power below market prices in the United States are, in view of the Terms of Sale, no longer of significance during the 30-year period of the sale.

ARTICLE IX

Variation of Entitlement to Downstream Power Benefits

(1) If the United States of America considers with respect to any hydro-electric power project planned on the main stem of the Columbia River between Priest Rapids Dam and McNary Dam that the increase in entitlement of Canada to downstream power benefits resulting from the operation of the project would produce a result which would not justify the United States of America in incurring the costs of construction and operation of the project, Canada and the United States of America at the request of the United States of America shall consider modification of the increase in entitlement.

(2) An agreement reached for the purposes of this Article shall be evidenced by an exchange of notes.

Comment

There is one undeveloped power site on the main stem of the Columbia River in the United States, the economics of which are marginal. The United States is permitted, in certain circumstances, to request a modification of the equal sharing of downstream power benefits with regard to this project. It should be noted that this project (Ben Franklin) has not been included in the estimates of Canada's downstream power benefits and therefore the terms of Sale do not include the downstream power benefits to which Canada would be entitled as a result of development of this project.

If this project is built, Canada can, under Article VIII, enter into a separate sale agreement for the resulting benefits or alternatively require the return of these benefits for domestic loads.

ARTICLE X

East-West Standby Transmission

(1) The United States of America shall provide in accordance with good engineering practice east-west standby transmission service adequate to safeguard the transmission from Oliver, British Columbia, to Vancouver, British Columbia, of the downstream power benefits to which Canada is entitled and to improve system stability of the east-west circuits in British Columbia.

(2) In consideration of the standby transmission service, Canada shall pay the United States of America in Canadian funds the equivalent of 1.50 United States dollars a year for each kilowatt of dependable hydro-electric capacity included in the downstream power benefits to which Canada is entitled.

(3) When a mutually satisfactory electrical coordination arrangement is entered into between the entities and confirmed by exchange of notes between Canada and the United States of America the obligation of Canada in paragraph (2) ceases.

Comment

The practical significance of this Article has been substantially modified as a result of the proposed sale of Canada's entitlement to downstream power benefits. The Protocol, Item 4, relieves Canada of the standby charge and the United States of the obligation to provide the service during any sale period. Consequently the proposed sale makes unnecessary, at least for the 30-year sale period any standby service by the United States, as all Canada's downstream power benefits will be sold in the United States. The Protocol also removes the responsibilities of each country in this regard for any portion of Canada's downstream power benefits returned to Canada at any time during the Treaty period at any point other than Oliver, British Columbia.

Article V (2) of the Treaty required the United States, unless otherwise agreed by the entities, to deliver Canada's downstream power benefits to a point on the Canada-United States boundary near Oliver, British Columbia. Any power so delivered would then be transmitted by the Canadian entity to British Columbia loads with the major transmission lines running between Oliver and Vancouver. In the event of a failure of these transmission lines, Article X required the United States to provide standby east-west transmission service in the United States so that the delivery of the power to loads in the Vancouver area is guaranteed. The charge to Canada for the standby service would be \$1.50 (U.S.) per year for each kilowatt of Canada's capacity credit. This annual charge would terminate as soon as a mutually satisfactory electrical coordination agreement is reached between the two entities.

ARTICLE XI

Use of Improved Stream Flow

(1) Improvement in stream flow in one country brought about by operation of storage constructed under the Treaty in the other country shall not be used directly or indirectly for hydroelectric power purposes except:

(a) in the case of use within the United States of America with the prior approval of the United States entity, and

(b) in the case of use within Canada with the prior approval of the authority in Canada having jurisdiction.

(2) The approval required by this Article shall not be given except upon such conditions, consistent with the Treaty, as the entity or authority considers appropriate.

Comment

This provision ensures that the use of the improved streamflow by anyone to produce more hydroelectric power shall take place only under conditions approved by the appropriate authority.

Insofar as Canada is concerned the British Columbia Water Rights Act requires governmental approval of any use of streamflow for power purposes.

ARTICLE XII

Kootenai River Development

(1) The United States of America for a period of five years from the ratification date, has the option to commence construction of a dam on the Kootenai River near Libby, Montana, to provide storage to meet flood control and other purposes in the United States of America. The storage reservoir of the dam shall not raise the level of the Kootenai River at the Canada-United States of America boundary above an elevation consistent with a normal full pool elevation at the dam of 2,459 feet, United States Coast and Geodetic Survey datum, 1929 General Adjustment, 1947 International Supplemental Adjustment. .

(2) All benefits which occur in either country from the construction and operation of the storage accrue to the country in which the benefits occur.

(3) The United States of America shall exercise its option by written notice to Canada and shall submit with the notice a schedule of construction which shall include provision for commencement of construction, whether by way of railroad relocation work or otherwise, within five years of the ratification date.

(4) If the United States of America exercises its option, Canada in consideration of the benefits accruing to it under paragraph (2) shall prepare and make available for flooding the land in Canada necessary for the storage reservoir of the dam within a period consistent with the construction schedule.

(5) If a variation in the operation of the storage is considered by Canada to be of advantage to it the United States of America shall, upon request, consult with Canada. If the United States of America determines that the variation would not be to its disadvantage it shall vary the operation accordingly.

(6) The operation of the storage by the United States of America shall

be consistent with any order of approval which may be in force from time to time relating to the levels of Kootenay Lake made by the International Joint Commission under the Boundary Waters Treaty, 1909.

(7) Any obligation of Canada under this Article ceases if the United States of America, having exercised the option, does not commence construction of the dam in accordance with the construction schedule.

(8) If the United States of America exercises the option it shall commence full operation of the storage within seven years of the date fixed in the construction schedule for commencement of construction.

(9) If Canada considers that any portion of the land referred to in paragraph (4) is no longer needed for the purpose of this Article Canada and the United States of America, at the request of Canada, shall consider modification of the obligation of Canada in paragraph (4).

(10) If the Treaty is terminated before the end of the useful life of the dam Canada shall for the remainder of the useful life of the dam continue to make available for the storage reservoir of the dam any portion of the land made available under paragraph (4) that is not required by Canada for purposes of diversion of the Kootenay River under Article XIII.

Comment

The United States is given a five-year option to commence construction of the Libby project on the Kootenai River in the United States. The option is to be exercised by the United States providing Canada with written notice and a schedule of construction. Full operation of the project must commence within seven years of the date fixed for commencement of construction in the schedule of construction, which, in turn, must be within five years of the ratification date. Article XIII (5) gives Canada full rights under this Treaty to divert all Kootenay River water in Canada above the border other than the lesser of 1,000 cubic feet per second or the natural flow of the river if the United States does not observe the various time limitations.

All hydroelectric power and flood control benefits of the Libby project will be retained, in whole, by the country in which they occur. Thus Canada will not be required to share with the United States the flood control and substantial hydroelectric power benefits produced downstream in Canada, amounting to approximately 200,000 kilowatt years per annum.

In view of these benefits and in order to ensure that Canadian ownership and control of the land and water surface in Canada is not lost Canada will provide the land required in Canada for the reservoir (approximately 13,700 acres) for the useful life of the dam unless the Governments agree the land is no longer required.

for the project or if Canada should require a portion of the land to make the Kootenay diversion it is entitled to make under Article XIII (4).

Item 5 of the Protocol reaffirms the benefits to Canada from the Libby Dam and reinforces the undertaking by the United States in paragraph (5) of this Article to cooperate in the operation of the Libby project for the benefit of Canadian plants downstream.

Any operation of Libby must not, through the discharge of excessive flows, violate International Joint Commission orders of approval of the levels of Kootenay Lake. With this curtailment of extremes in operation of Libby, the downstream generating plants in Canada will be able to make a more effective use of the improvement in streamflow.

ARTICLE XIII

Diversions

- (1) Except as provided in this Article neither Canada nor the United States of America shall, without the consent of the other evidenced by an exchange of notes, divert for any use, other than a consumptive use, any water from its natural channel in a way that alters the flow of any water as it crosses the Canada-United States of America boundary within the Columbia River basin.
- (2) Canada has the right, after the expiration of twenty years from the ratification date, to divert not more than 1,500,000 acre-feet of water a year from the Kootenay River in the vicinity of Canal Flats, British Columbia, to the headwaters of the Columbia River, provided that the diversion does not reduce the flow of the Kootenay River immediately downstream from the point of diversion below the lesser of 200 cubic feet per second or the natural flow.
- (3) Canada has the right, exercisable at any time during the period commencing sixty years after the ratification date and expiring one hundred years after the ratification date, to divert to the headwaters of the Columbia River any water which, in its natural channel, would flow in the Kootenay River across the Canada-United States of America boundary, provided that the diversion does not reduce the flow of the Kootenay River at the Canada-United States of America boundary near Newgate, British Columbia, below the lesser of 2,500 cubic feet per second or the natural flow.
- (4) During the last twenty years of the period within which Canada may exercise the right to divert described in paragraph (3) the limitation on diversion is the lesser of 1,000 cubic feet per second or the natural flow.

- (b) Canada has the right:
- (a) if the United States of America does not exercise the option in Article XII (1), or
 - (b) if it is determined that the United States of America, having exercised the option, did not commence construction of the dam referred to in Article XII in accordance therewith or that the United States of America is in breach of the obligation in that Article to commence full operation of the storage, to divert to the headwaters of the Columbia River any water which, in its natural channel, would flow in the Kootenay River across the Canada-United States of America boundary, provided that the diversion does not reduce the flow of the Kootenay River at the Canada-United States of America boundary near Newgate, British Columbia, below the lesser of 1,000 cubic feet per second or the natural flow.
- (6) If a variation in the use of the water diverted under paragraph (2) is considered by the United States of America to be of advantage to it Canada shall, upon request, consult with the United States of America. If Canada determines that the variation would not be to its disadvantage it shall vary the use accordingly.

Comment

As was stated in the opening comment of this Appendix, fundamental to the Treaty is the provision of an improvement in the streamflow of the Columbia River in order to improve the power generation capabilities of its waters. It follows then that any substantial diminution of the quantity of water in the river would strike at the root of this principle and would substantially reduce the benefits that would normally result from the Treaty arrangement. It was, therefore, reasonable and necessary to provide, as this Article does, that neither country could interfere with the natural system of water courses in the basin without the consent of the other. Having committed the waters of the basin to a joint use for power and flood control it would be manifestly unfair for one country to undertake development entirely inconsistent with that committal. However, because of the importance to life of the consumptive aspect of water resources it was agreed that the prohibition against diversion would not extend to a diversion for a consumptive use. Because of the way in which this exception was drafted some doubt arose as to whether the intention was sufficiently well expressed and accordingly Item 6(1) was included in the Protocol.

In addition to the right to divert for consumptive uses certain diversions from the Kootenay River to the Columbia River are expressly authorized. These valuable rights, which, in effect, allow Canada to carry out the whole Kootenay diversion in stages are of particular importance since they will result in substantial power generation in Canada at Mica Creek and run of the river

plants when such plants exist and generation is installed. These provisions compare favourably from a Canadian point of view with the position of diversions under the Boundary Waters Treaty, 1909 or under customary International Law.

The three stages or steps leading to the final maximum Kootenay River power diversion authorized by this Article are as follows:

- FIRST: after twenty years from the ratification date, approximately 20 per cent of the Kootenay River flow (Canal Flats diversion scheme),
- SECOND: between the 60th and 100th years of the Treaty period, approximately 75 per cent of the Kootenay flow (Bull River-Luxor diversion scheme),
- THIRD: between the 80th and the 100th year of the Treaty period, approximately 90 per cent of the Kootenay flow. (Dorr-Bull River-Luxor diversion scheme)

In addition, if the United States does not build Libby, or if it violates any of the various time requirements set out in Article XII, Canada may forthwith carry out the maximum Kootenay diversion, which is the third stage described above.

The timing of the three stages of diversion is consistent with economic river basin planning. If the United States exercises its option to build Libby, it clearly must be assured of continued flows of water of sufficient scale to enable it to secure an adequate return for the investment it has made. Accordingly, Canada has agreed not to divert at all for 20 years. A delay of this period is not likely to be of any important consequence to Canada as generators will probably not be installed on the Columbia in Canada to use diverted water for at least 10 to 15 years after ratification. While 20 per cent of the water can be diverted after 20 years, an adequate flow must be left until a reasonable amortization period for the Libby investment has expired. This has been set at 60 years. The timing of the second stage is consistent with planning for further run of the river plants in Canada. The third stage, which is of questionable advantage, has nonetheless been retained as a protection against changing circumstances.

In connection with the meaning of "consumptive use" it should be noted that a diversion carried out for a true consumptive use, such as irrigation, does not cease to be an "authorized diversion" merely because the water while en route produces hydroelectric power, either incidentally or even as an integral part of the diversion scheme. The essential question will be: what is the real and genuine purpose of the diversion? If it is a consumptive purpose, it is provided for.

Just as the United States has given a comparable undertaking in connection with the Libby Dam (Article XII) if and when constructed, Canada has agreed that if the operation of diversion works can accommodate United States' needs without interfering with Canadian needs then the operation will be modified.

The Protocol, in Item 6 (2), clears up an ambiguity in this Article by expressly stating that once a diversion is properly instituted under this Article it may be carried on forever.

ARTICLE XIV

Arrangements for Implementation

- (1) Canada and the United States of America shall each, as soon as possible after the ratification date, designate entities and when so designated the entities are empowered and charged with the duty to formulate and carry out the operating arrangements necessary to implement the Treaty. Either Canada or the United States of America may designate one or more entities. If more than one is designated the powers and duties conferred upon the entities by the Treaty shall be allocated among them in the designation.
- (2) In addition to the powers and duties dealt with specifically elsewhere in the Treaty the powers and duties of the entities include:
 - (a) coordination of plans and exchange of information relating to facilities to be used in producing and obtaining the benefits contemplated by the Treaty,
 - (b) calculation of and arrangements for delivery of hydroelectric power to which Canada is entitled for providing flood control,
 - (c) calculation of the amounts payable to the United States of America for standby transmission services,
 - (d) consultation on requests for variations made pursuant to Articles XII (5) and XIII (6),
 - (e) the establishment and operation of a hydrometeorological system as required by Annex A,
 - (f) assisting and cooperating with the Permanent Engineering Board in the discharge of its functions,
 - (g) periodic calculation of accounts,
 - (h) preparation of the hydroelectric operating plans and the flood control operating plans for the Canadian storage together with determination of the downstream power benefits to which Canada is entitled,

- (i) preparation of proposals to implement Article VIII and carrying out any disposal authorized or exchange provided for therein,
- (j) making appropriate arrangements for delivery to Canada of the downstream power benefits to which Canada is entitled including such matters as load factors for delivery, times and points of delivery, and calculation of transmission loss,
- (k) preparation and implementation of detailed operating plans that may produce results more advantageous to both countries than those that would arise from operation under the plans referred to in Annexes A and B.

(3) The entities are authorized to make maintenance curtailments. Except in case of emergency, the entity responsible for a maintenance curtailment shall give notice to the corresponding Canadian or United States entity of the curtailment, including the reason therefor and the probable duration thereof and shall both schedule the curtailment with a view to minimizing its impact and exercise due diligence to resume full operation.

(4) Canada and the United States of America may by an exchange of notes empower or charge the entities with any other matter coming within the scope of the Treaty.

Comment

The actual day-to-day operation of the Canadian storages and the generating facilities in the United States will be carried on by "operating entities" designated by each Government. Paragraphs (2) and (3) set out their powers and duties. The British Columbia Hydro and Power Authority will be the operating entity in Canada. On the United States side the expectation is that a new organization, consisting of representatives of the Federal power distributing system (Bonneville Power Administration) and the Army Corps of Engineers will be established and will be the "operating entity" in that country.

The primary joint activity of the entities will be the preparation of the annual operating plans and the calculation of the downstream power benefits. If the entities are unable to agree, provision is made in the next Article for the settlement of their differences.

It is important to notice the equality of status of the Canadian operating entity in the preparation and implementation of the operating plans, in the calculation of downstream power benefits and generally with respect to control of the river and associated power producing facilities. Thus there is no question of dependency of one entity on the whims of the other. The Canadian entity is left free to manage its own day-to-day operations in the way most suited to Canadian needs.

It might be thought that it would follow from the proposed sale that the Canadian entity, for at least the 30-year period, had no interest in the annual calculation of benefits and related matters; however such is not the case. The Terms of Sale in section B.4 expressly prevent any impairment of the equality and freedom described above. Notwithstanding sale, the Canadian entity continues to have a real and important interest in the joint activities contemplated by this Article.

ARTICLE XV

Permanent Engineering Board

- (1) A Permanent Engineering Board is established consisting of four members, two to be appointed by Canada and two by the United States of America. The initial appointments shall be made within three months of the ratification date.
- (2) The Permanent Engineering Board shall:
 - (a) assemble records of the flows of the Columbia River and the Kootenay River at the Canada-United States of America boundary;
 - (b) report to Canada and the United States of America whenever there is substantial deviation from the hydroelectric and flood control operating plans and if appropriate include in the report recommendations for remedial action and compensatory adjustments;
 - (c) assist in reconciling differences concerning technical or operational matters that may arise between the entities;
 - (d) make periodic inspections and require reports as necessary from the entities with a view to ensuring that the objectives of the Treaty are being met;
 - (e) make reports to Canada and the United States of America at least once a year of the results being achieved under the Treaty and make special reports concerning any matter which it considers should be brought to their attention;
 - (f) investigate and report with respect to any other matter coming within the scope of the Treaty at the request of either Canada or the United States of America.
- (3) Reports of the Permanent Engineering Board made in the course of the performance of its functions under this Article shall be prima facie evidence of the facts therein contained and shall be accepted unless rebutted by other evidence.
- (4) The Permanent Engineering Board shall comply with directions, relating to its administration and procedures, agreed upon by Canada and the United States of America as evidenced by an exchange of notes.

Comment

A Permanent Engineering Board consisting of four members, two appointed by Canada and two by the United States, is established. Section 6 (2) of the Main Agreement between Canada and British Columbia provides that British Columbia may nominate one of the two Canadian members. The principal functions of the Board are to assemble and keep records of the flows of the Columbia and Kootenay Rivers; to review and report to the two Governments on the activities of the operating entities and to help the entities resolve any differences that may arise between them in the operation of the storages and calculation of the downstream power benefits.

Appropriate legal status is given to reports of the Board by paragraph (3).

Detailed administrative arrangements concerning the establishment and operation of the Board will be agreed upon from time to time by the two Governments in exchanges of notes.

ARTICLE XVI

Settlement of Differences

- (1) Differences arising under the Treaty which Canada and the United States of America cannot resolve may be referred by either to the International Joint Commission for decision.
- (2) If the International Joint Commission does not render a decision within three months of the referral or within such other period as may be agreed upon by Canada and the United States of America, either may then submit the difference to arbitration by written notice to the other.
- (3) Arbitration shall be by a tribunal composed of a member appointed by Canada, a member appointed by the United States of America and a member appointed jointly by Canada and the United States of America who shall be Chairman. If within six weeks of the delivery of a notice under paragraph (2) either Canada or the United States of America has failed to appoint its member, or they are unable to agree upon the member who is to be Chairman, either Canada or the United States of America may request the President of the International Court of Justice to appoint the member or members. The decision of a majority of the members of an arbitration tribunal shall be the decision of the tribunal.
- (4) Canada and the United States of America shall accept as definitive and binding and shall carry out any decision of the International Joint Commission or an arbitration tribunal.

(5) Provision for the administrative support of a tribunal and for remuneration and expenses of its members shall be as agreed in an exchange of notes between Canada and the United States of America.

(6) Canada and the United States of America may agree by an exchange of notes on alternative procedures for settling differences arising under the Treaty, including reference of any difference to the International Court of Justice for decision.

Comment

A referral by either Government to the International Joint Commission is the general procedure established for the settlement of differences. However, if that Commission delays beyond three months in arriving at a decision either Government may then refer the matter to a special arbitration tribunal.

Paragraph (6) enables the two Governments to agree on other methods of settling differences, including special references to the International Court of Justice.

ARTICLE XVII

Restoration of Pre-Treaty Legal Status

(1) Nothing in this Treaty and no action taken or foregone pursuant to its provisions shall be deemed, after its termination or expiration, to have abrogated or modified any of the rights or obligations of Canada or the United States of America under then existing international law, with respect to the uses of the water resources of the Columbia River basin.

(2) Upon termination of this Treaty, the Boundary Waters Treaty, 1909 shall, if it has not been terminated, apply to the Columbia River basin, except insofar as the provisions of that Treaty may be inconsistent with any provision of this Treaty which continues in effect.

(3) Upon termination of this Treaty, if the Boundary Waters Treaty, 1909, has been terminated in accordance with Article XIV of that Treaty the provisions of Article II of that Treaty shall continue to apply to the waters of the Columbia River basin.

(4) If upon the termination of this Treaty Article II of the Boundary Waters Treaty, 1909, continues in force by virtue of paragraph (3) of this Article the effect of Article II of that Treaty with respect to the Columbia River basin may be terminated by either Canada or the United States of America delivering to the other one year's written notice to that effect; provided however that the notice may be given only after the termination of this Treaty.

(5) If, prior to the termination of this Treaty, Canada undertakes works usable for and relating to a diversion of water from the Columbia River basin, other than works authorized by or undertaken for the purpose of exercising a right under Article XIII or any other provision of this Treaty, paragraph (3) of this Article shall cease to apply one year after delivery by either Canada or the United States of America to the other of written notice to that effect.

Comment

This Article makes clear in an affirmative way that once the special legal regime relating to the Columbia River basin as established by this Treaty comes to an end as a result of its termination, the legal regime prevailing prior to the coming into force of this Treaty, including the Boundary Waters Treaty, 1909, will again apply to the basin.

Canada's rights of diversion under Article II of the Boundary Waters Treaty, 1909 in respect of the Columbia River basin are preserved intact notwithstanding that United States may have, while the Columbia River Treaty was in force, terminated the Boundary Waters Treaty, 1909 by giving the one year's notice required thereunder. It should be noted that in order to be consistent with the Boundary Waters Treaty, 1909 the special or preserved rights of diversion are also terminable on one year's notice.

Paragraph 5 relates to construction work being undertaken by Canada in connection with a diversion for power purposes out of the basin, such as a Columbia-Fraser diversion, while the Columbia River Treaty is in force. The effect of the paragraph is that if Canada actually starts construction of any physical works for the purpose of making such a diversion during the period of the Columbia River Treaty Canada runs the risk of being prevented from carrying through with the diversion since the United States is then entitled to terminate the right of diversion by one year's notice. (In other words the United States is entitled to protect itself to the same degree as it can now do by termination of the Boundary Waters Treaty, 1909 on a year's notice.) In such event Canada's rights of diversion would be governed by customary international law.

This Article should be read in conjunction with Item 12 of the Protocol which underlines the principle that the special legal regime of the Columbia does not establish any general principle or precedent applicable to waters other than those of the Columbia River basin.

ARTICLE XVIII

Liability for Damage

- (1) Canada and the United States of America shall be liable to the other and shall make appropriate compensation to the other in respect of any act, failure to act, omission or delay amounting to a breach of the Treaty or of any of its provisions other than an act, failure to act, omission or delay occurring by reason of war, strike, major calamity, act of God, uncontrollable force or maintenance curtailment.
- (2) Except as provided in paragraph (1) neither Canada nor the United States of America shall be liable to the other or to any person in respect of any injury, damage or loss occurring in the territory of the other caused by any act, failure to act, omission or delay under the Treaty whether the injury, damage or loss results from negligence or otherwise.
- (3) Canada and the United States of America, each to the extent possible within its territory, shall exercise due diligence to remove the cause of and to mitigate the effect of any injury, damage or loss occurring in the territory of the other as a result of any act, failure to act, omission or delay under the Treaty.
- (4) Failure to commence operation as required under Articles IV and XII is not a breach of the Treaty and does not result in the loss of rights under the Treaty if the failure results from a delay that is not wilful or reasonably avoidable.
- (5) The compensation payable under paragraph (1):
 - (a) in respect of a breach by Canada of the obligation to commence full operation of a storage, shall be forfeiture of entitlement to downstream power benefits resulting from the operation of that storage, after operation commences, for a period equal to the period between the day of commencement of operation and the day when commencement should have occurred;
 - (b) in respect of any other breach by either Canada or the United States of America, causing loss of power benefits, shall not exceed the actual loss in revenue from the sale of hydroelectric power.

Comment

Each country is liable to pay compensation to the other for losses of hydroelectric power resulting from breaches of the Treaty that were not brought about by war, strike, major calamity, act of God uncontrollable force or maintenance curtailment. Liability of each country to the other for other breaches of the Treaty, negligence and related conduct is accepted with damages payable as set out in paragraphs (5) (a) and (5) (b) which is limited, for the most part, to the power actually lost.

Paragraph (2) represents a major effort to eliminate damage claims. No person in the United States of America, as distinct from the Government, may make a claim against Canada on account of any damage, no matter how caused. Each country must look after the matter of compensating its own residents for any damage they may suffer.

Paragraph (3) requires each country to take every step in its country to minimize all losses and to alleviate as far as possible any damage or injury occurring or about to occur in the other country.

Paragraph (4) excuses Canada and United States from strict compliance with the construction time schedules for the three Canadian storages and Libby Dam, if the delays involved were not wilful or reasonably avoidable. However, because of the prepayment flood control payments to Canada are reduced under Article VI (2) until the service is actually provided.

Because of the fact of the sale and the prepayment by the purchaser of Canada's entitlement to downstream power benefits it was necessary to modify somewhat the liability of Canada under this Article and reference should be had to section B.3 of the Terms of Sale.

ARTICLE XIX

Period of Treaty

- (1) The Treaty shall come into force on the ratification date.
- (2) Either Canada or the United States of America may terminate the Treaty other than Article XIII (except paragraph (1) thereof), Article XVII and this Article at any time after the Treaty has been in force for sixty years if it has delivered at least ten years written notice to the other of its intention to terminate the Treaty.
- (3) If the Treaty is terminated before the end of the useful life of a dam built under Article XII then, notwithstanding termination, Article XII remains in force until the end of the useful life of the dam.
- (4) If the Treaty is terminated before the end of the useful life of the facilities providing the storage described in Article IV (3) and if the conditions described therein exist then, notwithstanding termination, Articles IV (3) and VI (4) and (5) remain in force until either the end of the useful life of those facilities or until those conditions cease to exist, whichever is the first to occur.

Comment

The Treaty may remain in force indefinitely. However, either Canada or the United States may, by giving the appropriate notice, bring the Treaty to an end once it has been in force for 60 years.

Some provisions of the Treaty are not terminable:

- (a) Certain of the rights of diversion granted to Canada by Article XIII.
- (b) The protection given to Canada under Article XVII with respect to the restoration of the pre-Treaty legal status.
- (c) If the Treaty is terminated before the end of the useful life of the dams at Arrow Lakes, Duncan Lake and Mica Creek then Canada's obligation to provide certain of the flood control described in Article IV remains in force until those dams are retired from use. However if Canadian development, particularly diversions, has removed the flood hazard then this obligation ceases, as provided in Article IV (3).
- (d) If the Treaty is terminated before Libby Dam has reached the end of its useful life, which means before the date on which it is permanently retired from service by reason of obsolescence or wear and tear (see definition in Article I (1)(o)), then the permission given by Canada to the United States to operate Libby continues to bind Canada to keep the land available for the reservoir until Libby's useful life is ended. However, if after the termination of the Treaty Canada requires any of the Libby reservoir area in Canada for use in diverting the Kootenay River, it may do so notwithstanding Libby's continued existence (see Article XII (10)).

ARTICLE XX

Ratification

The instruments of ratification of the Treaty shall be exchanged by Canada and the United States of America at Ottawa, Canada.

Comment

The exchange of the instruments of ratification is the act which brings the Treaty into full force between the two countries and until that time the Treaty has no binding effect.

ARTICLE XXI

Registration with the United Nations

In conformity with Article 102 of the Charter of the United Nations, the Treaty shall be registered by Canada with the Secretariat of the United Nations.

Comment

Canada as a signatory to the Charter of the United Nations is obligated to register with the United Nations copies of all Treaties into which it enters.

ANNEX A.

PRINCIPLES OF OPERATION

General

1. The Canadian storage provided under Article II will be operated in accordance with the procedures described herein.
2. A hydrometeorological system, including snow courses, precipitation stations and stream flow gauges will be established and operated, as mutually agreed by the entities and in consultation with the Permanent Engineering Board, for use in establishing data for detailed programming of flood control and power operations. Hydrometeorological information will be made available to the entities in both countries for immediate and continuing use in flood control and power operations.
3. Sufficient discharge capacity at each dam to afford the desired regulation for power and flood control will be provided through outlet works and turbine installations as mutually agreed by the entities. The discharge capacity provided for flood control operations will be large enough to pass inflow plus sufficient storage releases during the evacuation period to provide the storage space required. The discharge capacity will be evaluated on the basis of full use of any conduits provided for that purpose plus one half the hydraulic capacity of the turbine installation at the time of commencement of the operation of storage under the Treaty.
4. The outflows will be in accordance with storage reservation diagrams and associated criteria established for flood control purposes and with reservoir-balance relationships established for power operations. Unless otherwise agreed by the entities the average weekly outflows shall not be less than 3,000 cubic feet per second at the dam described in Article II (2)(a), not less than 5,000 cubic feet per second at the dam described in Article II (2) (b) and not less than 1,000 cubic feet per second at the dam described in Article II (2)(c). These minimum average weekly releases may be scheduled by the Canadian entity as required for power or other purposes.

Comment

This Annex sets out the basic operating procedures for 8,450,000 acre-feet of Canadian storage operated for flood control under Article IV (2)(a) and for the 15,500,000 acre-feet (inclusive of the 8,450,000) of storage generally provided by Canada under Article II.

The entities are to agree on the establishment of a hydrometeorological network which will provide the basic information required for both flood control and power operations. The entities are also to agree on the discharge capacities needed at the Canadian dams to provide the releases of water called for by the operating plans. The minimum releases which can be called for at the Canadian storages are specified in section 4.

Flood Control

5. For flood control operation, the United States entity will submit flood control operating plans which may consist of or include flood control storage reservation diagrams and associated criteria for each of the dams. The Canadian entity will operate in accordance with these diagrams or any variation which the entities agree will not derogate from the desired aim of the flood control plan. The use of these diagrams will be based on data obtained in accordance with paragraph 2. The diagrams will consist of relationships specifying the flood control storage reservations required at indicated times of the year for volumes of forecast runoff. After consultation with the Canadian entity the United States entity may from time to time as conditions warrant adjust these storage reservation diagrams within the general limitations of flood control operation. Evacuation of the storages listed hereunder will be guided by the flood control storage reservation diagrams and refill will be as requested by the United States entity after the consultation with the Canadian entity. The general limitations of flood control operation are as follows:

- (a) The Dam described in Article II (2) (a) - The reservoir will be evacuated to provide up to 80,000 acre-feet of storage, if required, for flood control use by May 1 of each year.
- (b) The Dam described in Article II (2) (b) - The reservoir will be evacuated to provide up to 7,100,000 acre-feet of storage, if required, for flood control use by May 1 of each year.
- (c) The Dam described in Article II (2) (c) - The reservoir will be evacuated to provide up to 700,000 acre-feet of storage, if required, for flood control use by April 1 of each year and up to 1,270,000 acre-feet of storage, if required, for flood control use by May 1 of each year.
- (d) The Canadian entity may exchange flood control storage provided in the reservoir referred to in subparagraph (b) for additional storage provided in the reservoir referred to in subparagraph (a) if the entities agree that the exchange would provide the same effectiveness for control of floods on the Columbia River at The Dalles, Oregon.

Comment

It should be noted that the flood control storage operated under this Annex is limited to 8,450,000 acre-feet and is to be operated

for the first 60 years only. Canada receives an advance payment of \$64,400,000 (U.S.) for this operation. The United States can call for this storage on an annual basis by submitting operating plans which, under Item 2 of the Protocol, will have the desired aim of minimizing flood damage in both the United States and Canada. The flood control plans will be based on data from the agreed hydrometeorological system and will specify storage space which must be available at indicated times of the year. The operating plans cannot require more than:

- (a) 80,000 acre-feet of storage to be available at Mica Creek by May 1 of each year (storage greatly in excess of this will be evacuated annually for power needs),
- (b) 7,100,000 acre-feet at Arrow Lakes by May 1 of each year, and
- (c) 700,000 acre-feet at Duncan Lake by April 1 and up to 1,270,000 acre-feet by May 1 of each year.

Canada's power output is adequately protected against conflict with operation for flood control needs because:

- (a) The Annex permits Canada to exchange flood control storage between the Arrow Lakes and Mica Creek projects, since each of these reservoirs to some extent controls the same flows.
- (b) As flood control operations could conceivably clash with at-site power operations, Canada has concentrated this flood control storage at Arrow Lakes and Duncan Lake, where little or no at-site generation will be installed.
- (c) Canada's downstream power benefits cannot be reduced by flood control operations under this Annex since the benefits are calculated five years in advance and there can be no retroactive adjustment (Annex B, paragraph 6), and
- (d) Any other flood control operation called for by the United States requires compensation to Canada for any power lost while operating for flood control—Article IV (3) and (4).

Power

6. For power generating purposes the 15,500,000 acre-feet of Canadian storage will be operated in accordance with operating plans designed to achieve optimum power generation downstream in the United States of America until such time as power generating facilities are installed at the site referred to in paragraph 5(a) or at sites in Canada downstream therefrom.

7. After at-site power is developed at the site referred to in paragraph 5(a) or power generating facilities are placed in operation in Canada downstream from that site, the storage operation will be changed so as to be operated in accordance with operating plans designed to achieve optimum power generation at-site in Canada and downstream in Canada and the United States of America, including consideration of any agreed electrical coordination between the two countries. Any reduction in the downstream power benefits in the United States of America resulting from that change in operation of the Canadian storage shall not exceed in any one year the reduction in downstream power benefits in the United States of America which would result from reducing by 500,000 acre-feet the Canadian storage operated to achieve optimum power generation in the United States of America and shall not exceed at any time during the period of the Treaty the reduction in downstream power benefits in the United States of America which would result from similarly reducing the Canadian storage by 3,000,000 acre-feet.

3. After at-site power is developed at the site referred to in paragraph 5(a) or power generating facilities are placed in operation in Canada downstream from that site, storage may be operated to achieve optimum generation of power in the United States of America alone if mutually agreed by the entities in which event the United States of America shall supply power to Canada to offset any reduction in Canadian generation which would be created as a result of such operation as compared to operation to achieve optimum power generation at-site in Canada and downstream in Canada and the United States of America. Similarly, the storage may be operated to achieve optimum generation of power in Canada alone if mutually agreed by the entities in which event Canada shall supply power to the United States of America to offset any reduction in United States generation which would be created as a result of such operation as compared to operation to achieve optimum power generation at-site in Canada and downstream in Canada and the United States of America.

9. Before the first storage becomes operative, the entities will agree on operating plans and the resulting downstream power benefits for each year until the total of 15,500,000 acre-feet of storage in Canada becomes operative. In addition, commencing five years before the total of 15,500,000 acre-feet of storage is expected to become operative, the entities will agree annually on operating plans and the resulting downstream power benefits for the sixth succeeding year of operation thereafter. This procedure will continue during the life of the Treaty, providing to both the entities, in advance, an assured plan of operation of the Canadian storage and a determination of the resulting downstream power benefits for the next succeeding five years.

Comment

Annex A requires that the 15,500,000 acre-feet of Canadian storage be operated to produce downstream power benefits in the United States until such time as generators are installed either at

Mica Creek or downstream therefrom in Canada. Once generators are installed this Annex requires the plan of operation to be changed so as to produce optimum power generation in both the Canadian and the United States systems. The combined systems will include power generation at plants such as those on the Pend d'Oreille River in Canada and others which are not downstream of the Canadian storages.

Operation of the Canadian storages for optimum system benefits may reduce the downstream benefits which would otherwise be produced in the United States. Therefore the Annex requires that the total reduction brought about in this manner should not exceed the reduction which would result if the Canadian storage was reduced by 3,000,000 acre-feet. Similarly, the annual reductions leading up to the permissible total reduction cannot exceed the effect of removing 500,000 acre-feet annually from the Canadian storage commitment. Because of the prepayment to Canada provided for in the Terms of Sale it was agreed in Section A.4 to compensate the Purchaser for any reduction in the Canadian half of the benefits.

The Annex permits deviations from the basic requirements of the operating plans if both entities are agreeable.

Section 9 requires that the entities agree annually on the operating plan for power production which will be followed in the sixth succeeding year. By requiring the operating plans and the calculation of benefits to be done five years in advance at all times, both the entities know their commitments and benefits sufficiently well enough in advance to enable them to proceed with their utility planning in an orderly fashion.

Finally, it should be noted that Item 7(1) of the Protocol limits Canada's commitment to operate Treaty storage to the amount of storage required to produce the downstream power benefits being shared equally by Canada. There is, therefore, a definite relationship between Canada's Treaty commitment and Canada's Treaty benefits. The Protocol also gives Canada complete discretion as to the project or projects from which storage releases required by the agreed operating plan will be made, as well as discretion as to the day-to-day operation which will provide the monthly storage release called for by the agreed operating plan made five years previously. This flexibility, plus the flexibility provided for by the location and capacity of the Arrow Lakes dam, adequately protect Canada's generating potential.

ANNEX B

DETERMINATION OF DOWNSTREAM POWER BENEFITS

1. The downstream power benefits in the United States of America attributable to operation in accordance with Annex A of the storage provided by Canada under Article II will be determined in advance and will be the estimated increase in dependable hydroelectric capacity in kilowatts for agreed critical stream flow periods and the increase in average annual usable hydroelectric energy output in kilowatt hours on the basis of an agreed period of stream flow record.
2. The dependable hydroelectric capacity to be credited to Canadian storage will be the difference between the average rates of generation in kilowatts during the appropriate critical stream flow periods for the United States of America base system, consisting of the projects listed in the table, with and without the addition of the Canadian storage, divided by the estimated average critical period load factor. The capacity credit shall not exceed the difference between the capability of the base system without Canadian storage and the maximum feasible capability of the base system with Canadian storage, to supply firm load during the critical stream flow periods.
3. The increase in the average annual usable hydroelectric energy will be determined by first computing the difference between the available hydroelectric energy at the United States base system with and without Canadian storage. The entities will then agree upon the part of available energy which is usable with and without Canadian storage, and the difference thus agreed will be the increase in average annual usable hydroelectric energy. Determination of the part of the energy which is usable will include consideration of existing and scheduled transmission facilities and the existence of markets capable of using the energy on a contractual basis similar to the then existing contracts. The part of the available energy which is considered usable shall be the sum of:
 - (a) the firm energy,
 - (b) the energy which can be used for thermal power displacement in the Pacific Northwest Area as defined in Paragraph 7, and
 - (c) the amount of the remaining portion of the available energy which is agreed by the entities to be usable and which shall not exceed in any event 40 per cent of that remainder.

Comment

In this Annex the downstream power benefits are defined and the manner in which they will be calculated is described.

The downstream power benefits which the United States shares with Canada are as recommended by "Power Principle No. 4" of the International Joint Commission "Principles" of December 1959. The benefits consist of two components, the increase in average annual usable energy and the increase in dependable hydroelectric capacity.

The capacity credit is to be determined by first calculating the amount of energy which can be produced by the United States base system projects (defined by the table in the Treaty) during periods of critical streamflow. The calculation is carried out twice, once before and again after the addition of the Canadian storages. The increase in the energy potential produced by that storage is thereby established. Because this increase in energy is based upon critical low streamflow conditions it is for all intents and purposes energy which the system can produce at all times, i.e. it is firm (or dependable) energy. The capacity credit or peaking credit of the Canadian storage is then derived by dividing the increase in firm (or dependable) energy by the average load factor of the power system during the critical streamflow period. Since the load factor is the relationship between average energy generation and peak energy generation, a measure of the Canadian contribution to the dependable peaking capacity of the system is thereby defined. For example:

$$\text{Average load factor} = \frac{\text{average energy demand}}{\text{peak energy demand}} = \frac{1}{1.43} = .7$$

$$\text{Average firm energy produced by the storage} = 100 \text{ kilowatt years}$$

$$\text{Dependable capacity credit granted} = \frac{100}{.7} = 143 \text{ kilowatts}$$

Both the Treaty and the Protocol place a limit on the amount of capacity credit which the Canadian storage can be granted. They state that at no time shall the capacity credit exceed the actual usable peaking capacity benefit to the United States system from Canadian storage. Therefore, as the United States system becomes more capable of using its peaking potential through the use of its own thermal-electric and base system hydroelectric resources, the capacity credit of the Canadian storage will decrease. If in time all the installed capacity at the base system projects in the United States can be fully utilized without the help of the Canadian storage then the capacity credit to that storage will disappear. In this event Item 7(1) of the Protocol provides that Canada's commitment to operate for downstream capacity benefits will also disappear.

The increase in annual energy credited to Canadian storage is the difference between the energy which could be generated by the United States base system projects and used in the United States before and after the addition of the Canadian storage. The determination of the energy credit is based on a study of generation

over an extended period of streamflow conditions including both high and low streamflow conditions rather than based, as is the case in the determination of the capacity credit, upon critically low streamflow conditions. Certain definitions are placed on what is to be considered "usable" and Canada is protected by these definitions against the considerable loss in energy credit which would otherwise result from large transfers of energy between the Pacific Northwest Area and the Southwest Area of the United States.

4. An initial determination of the estimated downstream power benefits in the United States of America from Canadian storage added to the United States base system will be made before any of the Canadian storage becomes operative. This determination will include estimates of the downstream power benefits for each year until the total of 15,500,000 acre-feet of Canadian storage becomes operative.

5. Commencing five years before the total of 15,500,000 acre-feet of storage is expected to become operative, estimates of downstream power benefits will be calculated annually for the sixth succeeding year on the basis of the assured plan of operation for that year.

6. The critical stream flow period and the details of the assured plan of operation will be agreed upon by the entities at each determination. Unless otherwise agreed upon by the entities, the determination of the downstream power benefits shall be based upon stream flows for the twenty year period beginning with July 1928 as contained in the report entitled Modified Flows at Selected Power Sites - Columbia River Basin, dated June 1957. No retroactive adjustment in downstream power benefits will be made at any time during the period of the Treaty. No reduction in the downstream power benefits credited to Canadian storage will be made as a result of the load estimate in the United States of America, for the year for which the determination is made, being less than the load estimate for the preceding year.

Comment

Annex B repeats the requirement in Annex A that the assured plans of operation for downstream power benefits will be made five years in advance and also requires that the benefits themselves be calculated at that time. It is expressly stated that no retroactive adjustment of the benefits can be made nor can the benefits to Canada be reduced during the load build-up period as a result of a load estimate for the year under study being less than the load estimate for the previous year. The Annex requires that the determination of the benefits be based on a 20-year period of streamflow record unless otherwise agreed. However this requirement has now been superseded by Item 8 of the Protocol which calls for the determination to be made on the basis of a 30-year period of record. The entities are authorized to agree on further change in the period of record to be used after the proposed sales agreement terminates.

7. In computing the increase in dependable hydroelectric capacity and the increase in average annual hydroelectric energy, the procedure shall be in accordance with the three steps described below and shall encompass the loads of the Pacific Northwest Area. The Pacific Northwest Area for purposes of these determinations shall be Oregon, Washington, Idaho and Montana west of the Continental Divide but shall exclude areas served on the ratification date by the California Oregon Power Company and Utah Power and Light Company.

Step I

The system for the period covered by the estimate will consist of the Canadian storage, the United States base system, any thermal installation operated in coordination with the base system, and additional hydroelectric projects which will provide storage releases usable by the base system or which will use storage releases that are usable by the base system. The installations included in this system will be those required, with allowance for adequate reserves, to meet the forecast power load to be served by this system in the United States of America, including the estimated flow of power at points of inter-connection with adjacent areas, subject to paragraph 3, plus the portion of the entitlement of Canada that is expected to be used in Canada. The capability of this system to supply this load will be determined on the basis that the system will be operated in accordance with the established operating procedures of each of the projects involved.

Step II

A determination of the energy capability will be made using the same thermal installation as in Step I, the United States base system with the same installed capacity as in Step I and Canadian storage.

Step III

A similar determination of the energy capability will be made using the same thermal installation as in Step I and the United States base system with the same installed capacity as in Step I.

8. The downstream power benefits to be credited to Canadian storage will be the differences between the determinations in Step II and Step III in dependable hydroelectric capacity and in average annual usable hydroelectric energy, made in accordance with paragraphs 2 and 3.

Comment

The Annex sets out three "Steps" or series of system studies from which Canada's downstream power benefits will be determined. Step I will be a study of the actual power system which is expected to be in existence six years in the future and will

include all United States facilities as well as the Canadian storage. This system is studied to establish the thermal-electric units which will be required at that time as well as the hydroelectric installation required at the "base system" projects in the United States. The Step I study is not used directly in the calculation of Canada's downstream power benefits but is used for the purpose of establishing generating installations required and preparing the assured plans of operation.

Having established the thermal-electric and the base system hydroelectric installations, the determination proceeds to Steps II and III which are basically "with and without" studies. They call for a determination of the capability of a system consisting of the thermal-electric units and hydroelectric installations at the base system projects established by Step I both before and after the addition of the Canadian storage. The increased power potential resulting from the addition of the Canadian storage is the downstream power benefit credited to the storage. By restricting the United States hydroelectric projects considered in the Steps II and III studies to those projects now existing and tabulated in Annex B, (referred to as the base system) Canada does not have its downstream power benefits diminished by additional United States projects such as Libby.

Annex B - Base System

Project	Stream	Stream Miles Above Mouth	Usable Storage Acre-feet	Normal Elevation		Gross Head Feet	Initial Installation		Ultimate Installation (Estimated)	
				Pool Feet	Tailwater Feet		No. of Units	Plant Kilowatts (Nameplate)	No. of Units	Plant Kilowatts (Nameplate)
Hungry Horse Kerr	S. Fk. Flathead	5	3,161,000 ⁴	3,560	3,083	477	4	285,000	4	285,000
	Flathead	73	1,219,000	2,893	2,706	187	3	168,000	3	168,000
	Clark Fork	209	Pondage	2,396	2,336	60	6	30,000	8	65,000
	Clark Fork	170	Pondage	2,331	2,179	152	4	336,000	5	420,000
Thompson Falls	Clark Fork	150	Pondage	2,175	2,078	97	4	200,000	6	300,000
	Clark Fork									
Albion Falls	Pend Oreille	90	1,155,000	2,062	2,034	28	3	42,600	3	42,600
	Pend Oreille	34	Pondage	2,031	1,989	42	4	60,000	4	60,000
	Columbia	597	5,232,000 ⁴	1,290 ^{3,4}	947	343	18	1,944,000	34	3,672,000
	Columbia	546	Pondage	946	775	171	16	1,024,000	27	1,728,000
Rocky Reach	Columbia	516	Pondage	775	707	68	6	400,000	10	666,700
	Columbia	474	Pondage	707	614	93	7	711,550	11	1,118,150
Wanapum	Columbia	453	Pondage	608 ³	570	38	10	212,100	10	212,100
	Columbia	415	Pondage	570	486	84	10	831,250	16	1,330,000
	Columbia	397	Pondage	486	406	80	10	788,500	16	1,261,600
	Columbia									
Brownlee	Snake	285	974,000	2,077	1,805	272	4	360,400	6	540,600
	Snake	273	Pondage	1,805	1,683	122	4	190,000	5	237,500
	Snake	10	Pondage	440	343	97	3	270,000	6	540,000
McNary	Columbia	292	Pondage	340	265	75	14	980,000	20	1,400,000
	Columbia	216	Pondage	265	161	104	8	1,080,000	20	2,700,000
	Columbia	192	Pondage	160	74	86	16 ²	1,119,000	24 ²	1,743,000
	Columbia	145	Pondage	74	15	59	10	518,400	16	890,400
Kootenay Lake	Kootenay	16	673,000	1,745	-	-	-	-	-	-
	Chelan	0	676,000	1,100	707	393	2	48,000	4	96,000
Coeur d'Alene L.	Coeur d'Alene	102	223,000	2,128	-	-	-	-	-	-
TOTAL 24 PROJECTS			13,313,000 ⁴			3,128	166	11,598,800	258	19,476,650

1. The Wells project is not presently under construction; when this project or any other project on the main stem of the Columbia River is completed, they will be integral components of the base system.
2. Includes two 1,500 kilowatt units for fish attraction water.
3. With flashboards.
4. In determining the base system capabilities with and without Canadian storage the Hungry Horse reservoir storage will be limited to 3,008,000 acre-feet (normal full pool elevation of 3,560 feet) and the Grand Coulee project will not include the effect of adding flashboards, limiting the storage to 5,072,000 acre-feet (normal full pool elevation of 1,288 feet). The total usable storage of the base system as so adjusted will be 13,000,000 acre-feet.

The Protocol

Following the signing of the Treaty on January 17, 1961, there was the widest opportunity for public discussion concerning the merits of the Treaty. Out of that valuable national concern came proposals for improvements in the Treaty. Generally speaking these improvements deal with new procedures governing operation for flood control; reaffirmation and clarification of Canada's right to make diversions for consumptive and other uses; confirmation of Canadian control over the detailed operations of Canadian Treaty storage for power purposes; and increase in Canada's downstream power benefits through acceptance of more advantageous principles of calculation and a clear statement to the effect that the Treaty does not establish a precedent governing other boundary and trans-boundary rivers.

ANNEX TO EXCHANGE OF NOTES DATED 22 JANUARY 1964
BETWEEN THE GOVERNMENTS OF CANADA AND THE
UNITED STATES REGARDING THE COLUMBIA RIVER TREATY

PROTOCOL

1. If the United States entity should call upon Canada to operate storage in the Columbia River Basin to meet flood control needs of the United States of America pursuant to Article IV(2) (b) or Article IV(3) of the Treaty, such call shall be made only to the extent necessary to meet forecast flood control needs in the territory of the United States of America that cannot adequately be met by flood control facilities in the United States of America in accordance with the following conditions:

- (1) Unless otherwise agreed by the Permanent Engineering Board, the need to use Canadian flood control facilities under Article IV(2) (b) of the Treaty shall be considered to have arisen only in the case of potential floods which could result in a peak discharge in excess of 600,000 cubic feet per second at The Dalles, Oregon, assuming the use of all related storage in the United States of America existing and under construction in January 1961, storage provided by any dam constructed pursuant to Article XII of the Treaty and the Canadian storage described in Article IV(2) (a) of the Treaty.
- (2) The United States entity will call upon Canada to operate storage under Article IV(3) of the Treaty only to control potential floods in the United States of America that could not be adequately controlled by all the related storage facilities in the United States of America existing at the expiration of 60 years from the ratification date but in no event shall Canada be required to provide any greater degree of flood control under Article IV(3) of the Treaty than that provided for under Article IV(2) of the Treaty.
- (3) A call shall be made only if the Canadian entity has been consulted whether the need for flood control is, or is likely to be, such that it cannot be met by the use of flood control facilities in the United States of America in accordance with subparagraphs (1) or (2) of this paragraph. Within ten days of receipt of a call, the Canadian entity will communicate its acceptance, or its rejection or proposals for modification of the call, together with supporting considerations. When the communication indicates rejection or modification of the call the United States entity will review the situation in the light

of the communication and subsequent developments and will then withdraw or modify the call if practicable. In the absence of agreement on the call or its terms the United States entity will submit the matter to the Permanent Engineering Board provided for under Article XV of the Treaty for assistance as contemplated in Article XV(2) (c) of the Treaty. The entities will be guided by any instructions issued by the Permanent Engineering Board. If the Permanent Engineering Board does not issue instructions within ten days of receipt of a submission the United States entity may renew the call for any part or all of the storage covered in the original call and the Canadian entity shall forthwith honor the request.

Comment

As explained in the comment on Articles IV and VI Canada has undertaken to provide flood protection in two ways. Firstly, in return for a payment of \$64,400,000 (U.S.), 8,450,000 acre-feet of the storage at the three Canadian dams will be operated in accordance with flood control operating plans during the initial 60-year period of the Treaty. Secondly, other Canadian storage will be operated as and when required in accordance with flood control calls made by the United States entity. For calls made during the initial 60-year period Canada receives a total of \$7,500,000 (U.S.) in four equal payments for the first four flood control periods, as well as an amount of power equal to all power lost by Canada in operating to comply with each and every call. For calls made after the initial 60-year period Canada receives compensation for all economic loss to Canada, which includes but is not limited to loss of hydroelectric power. During both periods all calls can only relate to facilities in fact being maintained by Canada at the time the call is made. Canada is not required to construct or maintain any facilities for the purpose of these flood control calls. Moreover, if Canadian development, particularly diversions, has removed the flood hazard Canada has no obligation in this respect.

It is with these calls for flood control operation that this Item of the Protocol is concerned. The federal government was concerned with several aspects of these calls. Firstly, neither the Canadian operating entity, Canada, nor the Permanent Engineering Board had any say in determining whether the need for the flood control call was a real need. Secondly, there was no requirement that the United States should exhaust its own existing facilities before calling on Canada. Thirdly, no limit was placed on the degree of flood control that could be required from Canada, and lastly, that calls could become so frequent that they would interfere with the effective operation of Canadian facilities for Canadian needs.

It will be seen then that Item I of the Protocol improves to a substantial degree Canada's position respecting these calls for

additional flood protection. Of first importance is the establishment of an objective test to determine whether flood control is actually needed and the recognition of the right of Canada to have a substantial voice in determining the extent and frequency of these calls. It should be pointed out that notwithstanding this improvement of Canada's position the amounts of compensation payable to Canada for the various types of flood control have not been altered.

The scheme of Item I requires that the United States entity making the additional flood control call must submit its request to the Canadian operating entity, which is given the right of rejecting or suggesting modifications to the call. If agreement between the entities cannot be reached, the call is then submitted for examination to the Permanent Engineering Board, a joint Canada-United States body whose decision is binding on both entities. However, so that the possibility of loss of life will be avoided and damage to property be minimized, Canada has agreed that the "call" will be honoured in the event that the Board does not agree on the need for the call.

Item I is quite specific as to when the United States can call for additional flood control. During the initial 60-years of the Treaty period, calls for additional storage can only be made if the flood peak expected at The Dalles, Oregon, would exceed 600,000 cubic feet per second (the level of flood control at present desired by the United States) after the use of all storage facilities which existed or were under construction in the United States portion of the basin in January 1961, as well as the storage at the Libby Dam and the 8,450,000 acre-feet of basic flood control storage provided by Canada. Thus only a flood of major proportions would require the use of additional Canadian storage during this period.

After this initial 60-year period, calls upon Canada for flood control operation can be made only if the flood peak at The Dalles would exceed 600,000 cubic feet per second after the use of all storage facilities which existed in the basin in the United States at the expiration of this 60-year period. Therefore Canada is effectively protected against an undue number of calls.

2. In preparing the flood control operating plans in accordance with paragraph 5 of Annex A of the Treaty, and in making calls to operate for flood control pursuant to Articles IV(2) (b) and IV(3) of the Treaty, every effort will be made to minimize flood damage both in Canada and the United States of America.

Comment

While substantial flood control protection to Canada is automatic when the Treaty projects are in operation, the specific inclusion

of Canadian needs in the determination of flood control plans was not provided for in the Treaty and is an important addition to that document.

3. The exchange of notes provided for in Article VIII(1) of the Treaty shall take place contemporaneously with the exchange of the Instruments of Ratification of the Treaty provided for in Article XX of the Treaty.

Comment

The sale of Canada's entitlement to downstream power benefits for 30 years as now planned, and the absence of immediate markets for the power in Canada, makes it essential that assurance of purchase is made either before, or contemporaneously with, ratification of the Treaty by Canada. The Protocol requires a simultaneous exchange of ratifications and acceptance and conclusion of the initial sale agreement. This advance sale makes it possible to determine ahead of time how the proceeds of sale will relate to estimated cost. Also the difficulties in finding a market for Canada's downstream benefits, for at least 30 years, is no longer a concern of Canada.

4. (1) During the period and to the extent that the sale of Canada's entitlement to downstream power benefits within the United States of America as a result of an exchange of notes pursuant to Article VIII(1) of the Treaty relieves the United States of America of its obligation to provide east-west standby transmission service as called for by Article X(1) of the Treaty, Canada is not required to make payment for the east-west standby transmission service with regard to Canada's entitlement to downstream power benefits sold in the United States of America.

(2) The United States of America is not entitled to any payments of the character set out in subparagraph (1) of this paragraph in respect of that portion of Canada's entitlement to downstream power benefits delivered by the United States of America to Canada at any point on the Canada-United States of America boundary other than at a point near Oliver, British Columbia, and the United States of America is not required to provide the east-west standby transmission service referred to in subparagraph (1) of this paragraph in respect of the portion of Canada's entitlement to downstream power benefits which is so delivered.

Comment

The standby transmission charge payable by Canada under the Treaty could have amounted to as much as \$2,000,000 a year. The Protocol eliminates this charge during the period of sale in the United States of Canada's downstream power benefits.

5. Inasmuch as control of historic streamflows of the Kootenay River by the dam provided for in Article XII(1) of the Treaty would result in more than 200,000 kilowatt years per annum of energy benefit downstream in Canada, as well as important flood control protection to Canada, and the operation of that dam is therefore of concern to Canada, the entities shall, pursuant to Article XIV(2) (a) of the Treaty, cooperate on a continuing basis to coordinate the operation of that dam with the operation of hydroelectric plants on the Kootenay River and elsewhere in Canada in accordance with the provisions of Article XI(5) and Article XII(6) of the Treaty.

Comment

This Item acknowledges that Canada will benefit from the operation of Libby and makes more specific the obligation of the United States to coordinate the operation of that dam with the operation of Kootenay River plants in Canada where that would not be against the interests of the United States.

6. (1) Canada and the United States of America are in agreement that Article XIII(1) of the Treaty provides to each of them a right to divert water for a consumptive use.

(2) Any diversion of water from the Kootenay River when once instituted under the provisions of Article XIII of the Treaty is not subject to any limitation as to time.

Comment

Although it was intended that any diversion from the Kootenay to the Columbia under the Treaty could continue in perpetuity once it was properly instituted, doubt was expressed that the wording of the Treaty made it clear. This Item assures that once a diversion of Kootenay waters is undertaken by Canada it may be continued forever.

Doubt was also expressed whether Article XIII(1) of the Treaty, in a positive enough way, gave Canada the right to make diversions of Columbia waters for consumptive uses such as irrigation, domestic and municipal needs. Argument will be prevented on this point by this Item's re-affirmation of Canada's right to make such diversions.

In connection with the definition of "consumptive use" in the Treaty it should be pointed out that the fact that water being diverted for a consumptive use such as irrigation also produces hydroelectric power en route either as an integral or incidental part of the total operation does not result in that diversion ceasing to be a diversion for a consumptive use.

7. As contemplated by Article IV(1) of the Treaty, Canada shall operate the Canadian storage in accordance with Annex A and hydro-

electric operating plans made thereunder. Also, as contemplated by Annexes A and B of the Treaty and Article XIV(2) (k) of the Treaty, these operating plans before they are agreed to by the entities will be conditioned as follows:

- (1) As the downstream power benefits credited to Canadian storage decrease with time, the storage required to be operated by Canada pursuant to paragraphs 6 and 9 of Annex A of the Treaty, will be that required to produce those benefits.
- (2) The hydroelectric operating plans, which will be based on Step I of the studies referred to in paragraph 7 of Annex B of the Treaty, will provide a reservoir-balance relationship for each month for the whole of the Canadian storage committed rather than a separate relationship for each of the three Canadian storages. Subject to compliance with any detailed operating plan agreed to by the entities as permitted by Article XIV(2) (k) of the Treaty, the manner of operation which will achieve the specific storage or release of storage called for in a hydroelectric operating plan consistent with optimum storage use will be at the discretion of the Canadian entity.
- (3) Optimum power generation at-site in Canada and downstream in Canada and the United States of America referred to in paragraph 7 of Annex A of the Treaty will include power generation at-site and downstream in Canada of the Canadian storages referred to in Article II(2) of the Treaty, power generation in Canada which is coordinated therewith, downstream power benefits from the Canadian storage which are produced in the United States of America and measured under the terms of Annex B of the Treaty, power generation in the Pacific Northwest Area of the United States of America and power generation coordinated therewith.

Comment

There was some concern that the Treaty gave the United States control over the operation of Canadian storage for power production in Canada. It is difficult to see where the Treaty supports this concern, since fundamental to the Treaty are plans of operation which must not only be agreed to jointly, but which will take into account the advantages now possible within Canada. However, in case the Annexes of the Treaty left doubt as to the exact procedure to be followed in formulating and carrying out the operating plans, this Item removes the doubt by placing the following conditions on the plans of operation:

- (a) The plans will only commit the amount of Canadian storage necessary to produce the downstream benefits actually credited to that storage;

- (b) The plans will be based on the same series of studies from which the downstream power benefits are calculated (five years in advance, see Annex B, para. 7);
- (c) Canada is given full discretion to decide from which projects storage releases will be made;
- (d) Canada is given full discretion as to the detailed operation which will give the monthly storage quantities required by the agreed operating plan drawn up five years in advance.

8. The determination of downstream power benefits pursuant to Annex B of the Treaty, in respect of each year until the expiration of thirty years from the commencement of full operation in accordance with Article IV of the Treaty of that portion of the Canadian storage described in Article II of the Treaty which is last placed in full operation, and thereafter until otherwise agreed upon by the entities, shall be based upon stream flows for the thirty-year period beginning July 1928 as contained in the report entitled "Extension of Modified Flows Through 1958 - Columbia River Basin" and dated June 1960, as amended and supplemented to June 29, 1961, by the Water Management Subcommittee of the Columbia Basin Inter-Agency Committee.

Comment

The Treaty stipulates that, unless otherwise agreed, a 20-year period of streamflow record is to be used to calculate the downstream power benefits. Under this Item a 30-year period of record is to be used instead. Use of the longer period of record has the effect of increasing the average flows under study, thereby increasing the need for control by Canadian storage and resulting in an average increase in Canada's downstream energy benefits of approximately 500,000,000 kilowatt hours annually, or an increase of about 18% of the total energy benefit.

9. (1) Each load used in making the determinations required by Steps II and III of paragraph 7 of Annex B of the Treaty shall have the same shape as the load of the Pacific Northwest Area as the Area is defined in that paragraph.

(2) The capacity credit of Canadian storage shall not exceed the difference between the firm load carrying capabilities of the projects and installations included in Step II of paragraph 7 of Annex B of the Treaty and the projects and installations included in Step III of paragraph 7 of Annex B of the Treaty.

Comment

This Item clarifies the procedure to be followed in the calculation of the downstream power benefits.

It requires that the loads used in determining Canada's benefits in Steps II and III (Annex B, Para. 7) will have the same monthly load distribution as loads of the Pacific Northwest Area (defined in Annex B, Para. 7). This clarification simplifies the process of determining the downstream power benefits.

Paragraph 2 of Annex B is clarified by making it clear that the capacity credit of Canadian storage shall not be greater than the difference between the usable capacity in Steps II and III of Annex B (the study of the base system projects with and without Canadian storage). If in time Step III indicates that the United States can make full use of all its installed hydroelectric capacity without the benefit of Canadian storage, Canada's capacity credits will diminish to zero at that time. In this event it should be noted that Item 7 (1) of the Protocol reduces Canada's commitment under the Treaty to an operation which will produce only the continuing average annual energy benefits.

10. In making all determinations required by Annex B of the Treaty the loads used shall include the power required for pumping water for consumptive use into the Banks Equalizing Reservoir of the Columbia Basin Federal Reclamation Project but mention of this particular load is not intended in any way to exclude from those loads any use of power that would normally be part of such loads.

Comment

The Protocol requires that in the calculation of Canada's capacity benefits, the power used to drive the irrigation pumps of the Banks Equalizing Reservoir (at the Grand Coulee project) be considered as part of the general system load rather than a station service load of the Grand Coulee plant, thus increasing Canada's capacity benefit by 5% to 7%.

11. In the event operation of any of the Canadian storages is commenced at a time which would result in the United States of America receiving flood protection for periods longer than those on which the amounts of flood control payments to Canada set forth in Article VI(1) of the Treaty are based, the United States of America and Canada shall consult as to the adjustments, if any, in the flood control payments that may be equitable in the light of all relevant factors. Any adjustment would be calculated over the longer period or periods on the same basis and in the same manner as the calculation of the amounts set forth in Article VI(1) of the Treaty. The consultations shall begin promptly upon the determination of definite dates for the commencement of operation of the Canadian storages.

Comment

Because of the prepayment aspect Article VI(2) of the Treaty provides for reduction in the \$64,400,000 (U.S.) payment to

Canada for flood control if the Canadian projects are late in commencing full operation. However, no provision is made in the Treaty for an increase in the event of Canadian storage being operative earlier than required. This Item allows for the upward adjustment of the payments to Canada in the event of early completion.

12. Canada and the United States of America are in agreement that the Treaty does not establish any general principle or precedent applicable to waters other than those of the Columbia River Basin and does not detract from the application of the Boundary Waters Treaty, 1909, to other waters.

Comment

In the event that there would be an impression that the Treaty established a principle or precedent restricting Canada's freedom to develop other international rivers (e.g. the Yukon) in the manner most advantageous to Canada this Item states clearly that the Columbia arrangement does not establish any such principle or precedent and, moreover, does not affect the application of the Boundary Waters Treaty, 1909 to other international rivers in Canada.

TERMS OF SALE OF CANADA'S ENTITLEMENT TO DOWNSTREAM POWER BENEFITS

Although the actual sale of Canada's entitlement to downstream power benefits, as provided for in Article VIII, was not expected to take place until the Treaty was in force, the Governments of Canada and the United States through an Exchange of Notes have now agreed in advance on general conditions and limits for the initial sale and they have undertaken to authorize a sale that meets these terms and conditions contemporaneously with the exchange of ratifications. British Columbia and Canada in the Supplemental Canada-British Columbia Agreement have each acknowledged that the proposal is satisfactory.

The proposal is for the sale to a single private Purchaser rather than to a government agency of the first thirty years production of downstream power benefits of each Treaty project and complete prepayment therefor in a lump sum upon ratification of the Treaty. There is to be no automatic right of renewal so full recapture, if necessary, is assured. The formal and detailed contract of sale between the Purchaser and the British Columbia Hydro and Power Authority, the Canadian entity for Treaty purposes, will cover a wide range of technical matters acceptable to them. However it must conform to and is subject to the general conditions and limits agreed to by the Governments and set out in the attachment to the Exchange of Notes. The actual contract will be negotiated and signed by the British Columbia Hydro and Power Authority and the Purchaser before the Treaty is ratified. Thus Canada and the United States retain control of the details of the transaction between British Columbia and the Purchaser.

The proposed sale contemplates that

- (a) a new United States organization will be established, consisting of power producers in the Pacific Northwest Area, which will be the Purchaser and which will in turn sell the power to its members.
- (b) The purchase price will be raised by a bond issue of this organization, the income from which will be free of United States income tax and hence its borrowing charges will be relatively low. It will thus be better able to pay the price required.
- (c) Bonneville Power Administration will agree with the Purchaser to fulfil its contracts for delivery of power in return for an assignment of the power purchased by the organization.

The proposal modifies somewhat the construction time schedule for the three Canadian dams. The new schedule is as follows:

Duncan Lake	April 1, 1968
Arrow Lakes	April 1, 1969
Mica Creek	April 1, 1973.

Assuming ratification by October 1, 1964, the new schedule means that Canada will get an additional 1 1/2 years benefits from Duncan Lake and 1/2 year of benefit from Arrow Lakes and Mica.

In order to keep the proposal in proper context it should be borne in mind that there is no export of power involved since no power produced in Canada is being transmitted outside of Canada. Rather, power produced in the United States is being sold in the United States and an amount of money agreed upon in advance is being paid to Canada in return for a service to be rendered, namely, the regulation of the streamflow of the Columbia.

The Purchaser, rather than paying for the power year by year undertakes a complete prepayment. The annual values of the power sold were discounted at 4 1/2% to a lump sum payment as of October 1964. This sum is the amount mentioned in the Terms of Sale (\$254,400,000 U.S.). Converted to Canadian funds at an assumed exchange rate of \$1.00 United States equal \$1.08 Canadian it amounts to \$274,800,000 (Canadian). Because of the possibility of investment in Canada at higher interest rates than that which the bond issuer in the United States could obtain the whole sum will come to Canada for investment here. When to these sums are added the flood control payments of \$64,400,000 (U.S.), converted to Canadian dollars and similarly invested at 5%, the total values become \$501,000,000 by 1973. (For further details see Chapter V.)

Because of the prepayment by the Purchaser the British Columbia Hydro and Power Authority agrees to compensate the private Purchaser if for any reason the Treaty projects are not constructed and operated as required by the Treaty. This compensation is, therefore, a re-payment rather than a penalty. Compensation is limited to replacement costs for the actual power not received by the private Purchaser and may, at the option of British Columbia Hydro and Power Authority, take the form of money or power. Disputes as to the amount of compensation due are to be settled by a special arbitration tribunal. Because of the assignment by the Purchaser to the Bonneville Power Administration of its right to receive the power sold by Canada this paragraph provides that Bonneville Power Administration succeeds to the rights of the Purchaser respecting compensation.

The purchase price is to be applied towards the cost of constructing the Treaty projects and Canada will transfer these funds to British Columbia in accordance with the Canada-British Columbia Agreement.

In order to obtain maximum benefits during the construction phase of the three Canadian dams and particularly in order to provide sufficient head at Mica Creek for purposes of at-site generation, the Terms of Sale require the two operating entities to meet, discuss and agree upon programs for filling the storages provided by the dams. Canada has obtained the commitment of United States to give priority to filling 15,000,000 acre-feet of the storage at Mica Creek within two years of completion of construction. This commitment enables the British Columbia Hydro and Power Authority to take advantage of at-site generation by 1975, which is much earlier than otherwise would have been the case.

Several matters which follow from the fact of the sale and particularly the prepayment aspect constitute the balance of the agreed terms and conditions. The more important ones are as follows:

- (a) If Canada alters the operation of the Treaty storages as is permitted by paragraph 7 of Annex A of the Treaty for generating needs in Canada the resulting reduction in the Canadian entitlement to downstream power benefits sold to the Purchaser and paid for will be made up by the British Columbia Hydro and Power Authority by supplying power, or otherwise as may be agreed upon by the British Columbia Hydro and Power Authority and the Purchaser.
- (b) Since Canada's entitlement to downstream power benefits has been sold it is no longer possible during the period of the sale to compensate the United States for any loss in the United States share of downstream power benefits by a forfeiture of Canada's entitlement. Therefore the compensation required by Article XVIII(5) of the Treaty will be made by the British Columbia Hydro and Power Authority in money or power at its option.
- (c) During the period of the sale Canada has no real responsibility in the internal transactions between the Purchaser and Bonneville Power Administration. Therefore it has been agreed that Bonneville Power Administration may determine for purposes of its relationship with the Purchaser and consumers in the United States the figures which will be assumed to have equalled the actual Canadian entitlement. As pointed out in the comment on Article XIV of the Treaty this provision will have no undesired effect on Canada because the functions of the Canadian entity relating to calculation of benefits and preparation of hydroelectric operating plans and other joint activities under the Treaty have been preserved.

CANADA-BRITISH COLUMBIA AGREEMENTS

The Government of Canada and the Government of British Columbia entered into a Main Agreement dated July 8, 1963, and a Supplemental Agreement dated January 13, 1964, under which the rights and obligations of British Columbia are defined and provision is made for effective implementation of all the arrangements that are contemplated.

The need for the agreements lies in the fact that, while Canada is the contracting party in relation to the United States in the Treaty, the Protocol and the exchange of notes concerning sale of the downstream power benefits, it is British Columbia that is the owner, in Canada, of the water resource involved and which is to do the things required for its development under the Treaty. Therefore it was essential to have very clear agreement as to how British Columbia is going to discharge the obligations that Canada has undertaken in relation to the United States, both immediately and during the entire life of the Treaty. Equally, there must be a clear understanding as to how Canada is going to pass on to British Columbia the payments and other benefits the United States is to provide and how, during the life of the Treaty, Canada will handle the claims, benefits and other questions that will arise.

As the owner of the water resource, British Columbia gets the downstream power benefits or the proceeds of their sale, all compensation payable by the United States in return for flood control, the Kootenay River benefits in Canada resulting from Libby Dam, the water diversion rights in Article XIII of the Treaty, the benefit of the standby transmission services provided by the United States and any future payments to settle claims, to compensate for extra flood control requests or to cover any other arrangements that may be agreed on.

Canada and British Columbia in the Preamble to the Supplemental Agreement each acknowledge to the other that the Protocol to the Treaty signed by Canada and the arrangements for the proposed sale of Canada's share of the downstream power benefits is satisfactory to both Governments.

In view of the fact that the proceeds of the sale of downstream power benefits belong to British Columbia the Supplemental Agreement provides that Canada will as soon as it has received the prepayment from the United States Purchaser, pay to British Columbia the full equivalent in Canadian dollars and that any further obligation of Canada to the United States of America under the Terms of Sale with respect to the application of the purchase price towards the cost of construction of the Treaty projects will be carried out by British Columbia. The payment will be transferred to British Columbia in accordance with the

procedures usually employed in such transfers and within the time required by the normal practice.

In return for these Treaty benefits British Columbia agrees to carry out the construction and operation of the three Treaty dams through its agency, the British Columbia Hydro and Power Authority, without any financial assistance from Canada by way of grant, loan or otherwise. In general British Columbia has agreed to do everything which constitutionally it is capable of doing to carry out the terms of the Treaty. British Columbia has agreed to comply with the construction schedule for the dams established by the Treaty and the Terms of Sale and further has agreed to install generation at the Mica Dam as soon as "economically feasible" (see Section 16).

The agreements recognize and in no way interfere with the freedom of the Federal Government to conduct Canada's external relations. Accordingly, while the Federal Government is naturally expected to consult B. C. even in certain cases involving international relations, its right to act on the basis of its own best judgment in such cases is fully respected. In other cases primarily the concern of the Province the agreements generally provide that Canada will obtain the concurrence of B. C. before dealing with such matters.

The agreements provide for a complete indemnification of Canada by British Columbia in respect of all liability to the United States not due directly to some fault of Canada itself. In particular, British Columbia will reimburse Canada for any costs or expenses Canada incurs in doing anything that British Columbia should have done.

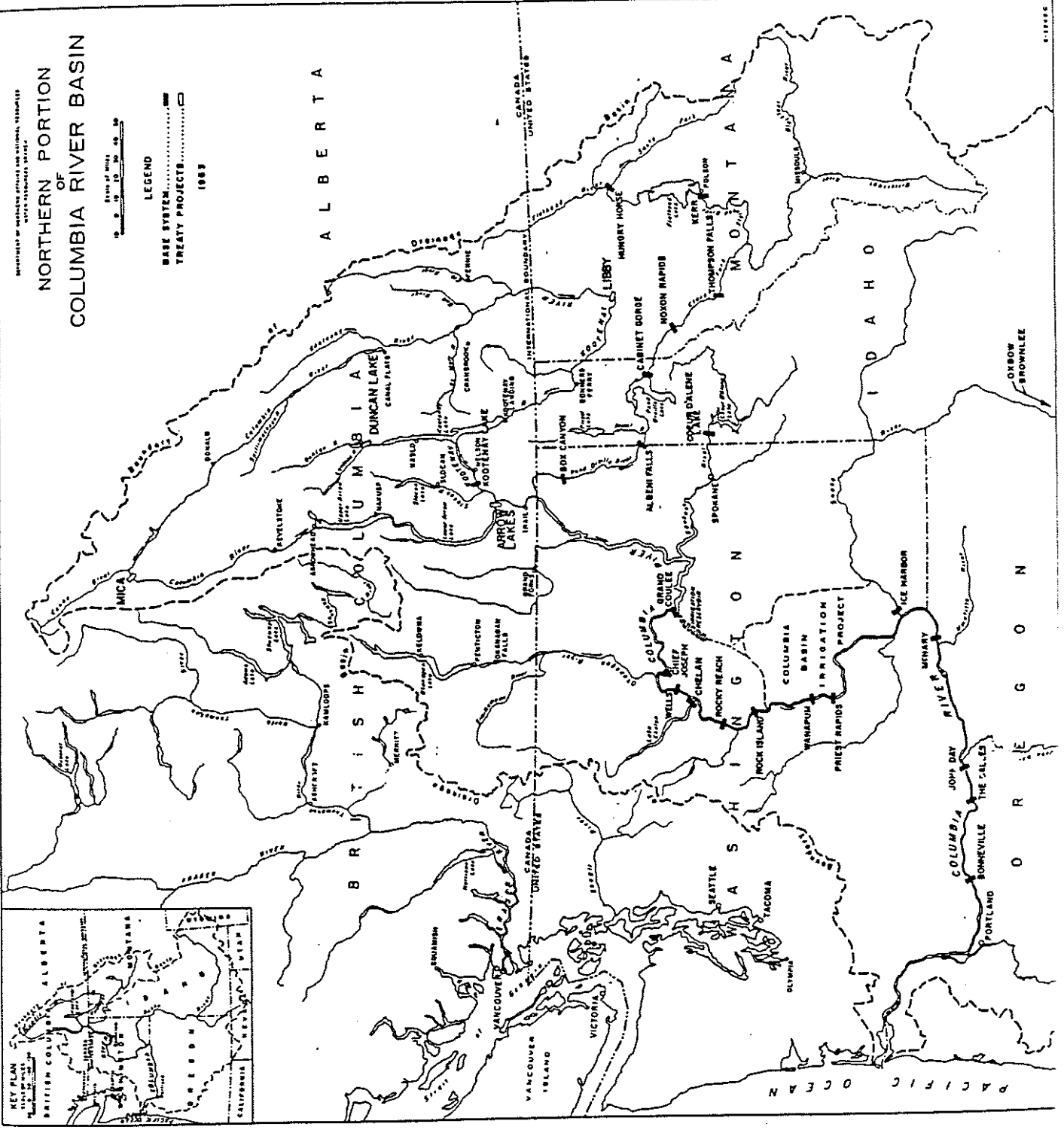
The agreements provide that all construction and operation in Canada required to carry out the obligations imposed by the Treaty will be done in accordance with all laws in force from time to time in Canada, whether such laws are provincial or federal. The normal licensing procedures under the various applicable statutory schemes of both the Legislature of British Columbia and the Parliament of Canada are to be followed, but each Government agrees not to withhold any license, the absence of which would frustrate the carrying out of any Treaty obligations. This simple and effective way of fitting the new activities required by the Treaty into the existing domestic legal situation has the distinct advantage of not raising any constitutional or jurisdictional questions.

The agreements also provide for a number of minor matters, such as:

- (a) the nomination by British Columbia of one of the two Canadian members of the Permanent Engineering Board,
- (b) the maintenance and disclosure of appropriate records by British Columbia,
- (c) recognition of the federal government policy on Canadian

labour and materials and non-discrimination,

- (d) continuing consultation between Canada and British Columbia including establishment of a liaison committee, and
- (e) submission of disputes to the Exchequer Court of Canada and provision of means for enforcing an award of that court.



STATEMENT

For Immediate Release
2022EMLI0054-001507
Oct. 6, 2022

Ministry of Energy, Mines and Low Carbon Innovation

Minister's statement on 14th round of Columbia River Treaty negotiations

SPOKANE – The 14th round of negotiations toward a modernized Columbia River Treaty took place in Spokane, Wash., Oct. 4-5, 2022. Following those discussions, Canadian and American representatives joined Columbia Basin Indigenous Nations and U.S. Columbia Basin Tribes for an Ecosystem and Indigenous and Tribal Cultural Values workshop.

Katrine Conroy, Minister Responsible for the Columbia River Treaty, has issued the following statement:

“During this week’s round of Columbia River Treaty negotiations, Canada and the United States have been able to find common ground on some aspects of ecosystem co-operation, increased flexibility for how Canada operates its treaty dams, hydropower co-ordination and flood-risk management. The Canadian delegation, which includes the Government of Canada, the Province of B.C. and the Ktunaxa, Secwepemc and Syilx Okanagan Nations, will continue to focus on outstanding issues in these areas over the coming months to address Columbia Basin interests.

“Once this round of talks concluded, Global Affairs Canada and the U.S. Department of State hosted a binational workshop on Columbia River ecosystems and Indigenous and Tribal Cultural Values. During the Workshop, members of the U.S. and Canadian negotiating teams came together with representatives from Columbia Basin Indigenous Nations, Columbia Basin Tribes in the U.S., and government agencies, to exchange information and to inform future discussions on how co-ordination on these issues can be improved to benefit ecosystems on both sides of the border.

“The fact that all parties came together to engage in these conversations is indicative of the interest in moving toward a modernized Columbia River Treaty that reflects a broad range of perspectives.”

Learn More:

To learn more about the Columbia River Treaty,
visit: <https://engage.gov.bc.ca/columbiarivertreaty/>

To keep up with the latest Columbia River Treaty news, follow the Columbia River Treaty on Facebook (@ColumbiaRiverTreaty) or Twitter (@CRTreaty), or sign up for the newsletter: <https://engage.gov.bc.ca/columbiarivertreaty/sign-up/>

To share views on the Treaty, email: columbiarivertreaty@gov.bc.ca

Or write to:

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October 2022 - Activity Report

Trust Directors	Date	Fee	Andrews	Carver	Evans	Marino	McCormick	Morigeau	Oszust	Raven	Torgerson	Turcasso	van Yzerloo	Watson
Title			Chair CA	Chair			Chair CBDC			Chair IC	Chair HIC		Chair FAC	
Board Meeting														
Executive														
Finance & Audit	28	0.5		0.50		0.50			A	0.50			0.50	
Investment														
Housing (ii)														
Climate Resilience														
Other Activity (events listed)														
All Committee Meeting	20-21	2.0	1.00			2.00				2.00				
First Nations Advisor Disc	25	0.5		0.50				0.50		0.50				
			1.00	1.00	-	2.50	-	0.50	-	3.00	-	-	0.50	-

Total Meeting Fees			300.00	300.00	-	750.00	-	150.00	-	900.00	-	-	150.00	-	2,550.00
November Monthly Stipend			333.33	500.00	250.00	250.00	250.00	250.00	250.00	333.33	333.33	250.00	416.67	250.00	3,666.66
Total Monthly Payroll			633.33	800.00	250.00	1,000.00	250.00	400.00	250.00	1,233.33	333.33	250.00	566.67	250.00	6,216.66

Trust Board Total
 - CBBC Board Total
 83.33 CBDC Board Total
 750.00 Power Sub Board Total
 - HIC External Members
 7,049.99 Payroll Gross

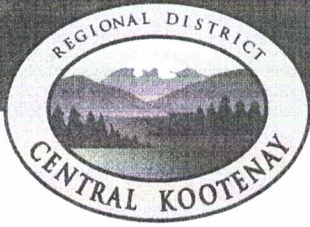
CBBC Directors	Date	Max Fee	Booth	Deck	Kyle	Leggett	Chair Miles	Oszust	Torgerson	Watson
Board Meeting										
Total Meeting Fees			-	-	-	-	-	-	-	-

CBDC Directors	Date	Max Fee	Andruschuk	Binks	Carver	Mason	Chair McCormick (i)	Romich	Turcasso
Board Meeting									
Total Meeting Fees			-	-	-	-	83.33	-	-

Columbia Power Subsidiary Board Directors - Trust Appointees					
Date	Fee	Carver	Turcasso	van Yzerloo	
Board Meeting	26	0.5	0.5	0.5	
Total Meeting Fees			250.00	250.00	250.00

Note - Columbia Power is a level 4 crown agency
 Meeting Fees - \$500/full day

Housing Initiatives Committee (HIC) External Members (ii)					
Date	Fee	Howse	Mullin	Robinson	Thomas
Committee Meeting					
Total Meeting Fees		-		-	



Walter Popoff
Director of Electoral Area H

File No. 221025

October 25, 2022

Minister of Citizens' Services and Minister of Tourism, Arts, Culture and Sport,
Lisa Beare,
Room 151 Parliament Buildings,
Victoria, BC V8V 1X4

Dear: Minister Beare

RE: Connecting Communities BC (CCBC) program

I am writing as RDCK Director Area H (Slocan Valley), and a member of the Southeastern BC Regional Connectivity Committee, regarding Connecting Communities BC. We very much welcome the program and its potential impact on rural British Columbians. Thank you for the Province of BC's efforts to make it available.

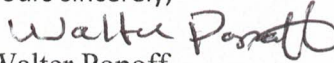
We intend to collaborate with Columbia Basin Trust and apply on behalf of our region in one coordinated application. Unfortunately, the eligibility mapping information, which is essential to building an application, was only released on October 20th by Innovation, Science and Economic Development Canada, seven weeks in advance of the Connecting Communities BC deadline of December 15, 2022.

Our region is unable to prepare an application that would meet the program requirements within that timeline. Given that the mapping information has just been released, there is not adequate time to complete analysis on eligibility across our region, develop a project scope and build plan, and prepare detailed budget estimates that are required for an application by December 15th. There is also inadequate time for the Trust and local governments to prepare and review the same information as potential funding partners in any prospective project. It is our belief that rural Internet service providers across BC, with limited capacity to prepare applications, will also struggle to meet the deadline.

Together with the Southeastern BC Regional Connectivity Committee, we are requesting a one-time extension to the Connecting Communities BC deadline to February 6, 2023. We respectfully request a response by October 31, 2022, so as to limit the resources we are currently expending on application development.

Thank you for your consideration of this request.

Yours sincerely,


Walter Popoff
Director, Electoral Area H

cc: MP Richard Cannings, MLA Katrine Conroy, MLA Brittney Anderson.

Regional Innovation Chair in Regional Economic Development: September Reporting Summary

Highlights: Current Research Projects by Research Stream¹

1) Mobilizing Human Capacity

- *Literature Review of Benefit Sharing Agreements (new – in planning stage)*
 - Investigation of recent literature related to benefit sharing agreements for the Columbia River Treaty Local Government Committee
- *Labour Shortages through Newcomer Attraction*
 - Investigating and evaluating rural workforce strategies, actions, and innovative practices.
 - Hiring for Kootenay case study (Central Kootenay / NAEDP)
 - Conference presentation of literature review results in November 2022
- *Resilience and alternative food systems. Learning from COVID-19, fire, and other stressors on local fisheries and agriculture to build resilience to future challenges*
 - Exploration of local food systems to identify and transfer successful strategies.
 - RIC developing Kootenay case studies (to be determined)
- *Understanding the Barriers to Funding for Rural Communities, A Convergent Mixed-Methods Study of Provincial Rural Programming in BC*
 - Identify barriers and challenges to accessing funding programs and to identify solutions.
 - Masters Student Project (RIC co-supervisor)
- *Kootenay Youth Entrepreneurship*
 - Aims to address gaps in youth programs – activities to develop entrepreneurial skills.
 - Proposal submitted in collaboration with COTR and KAST, under review with ETSI-BC

2) Developing in the Age of Disruption (Technology and Innovation)

- *Kootenay Advanced Manufacturing Ambassador Project (new – in planning stage)*
 - Mitacs student project with KAST focused on better understanding manufacturing sector
- *Remote Controlled: Disruptive Technologies and Economic Development*
 - Multi-year research program exploring the impacts of disruptive technologies on the future of work and economic development in Canada, focusing on Mining and Agriculture.
 - Year 2 interviews completed, transcription and analysis under way
 - Conference presentation of initial results in November 2022
- *Smart Specialization in Non-Metro Canadian Regions*
 - RIC leading Boundary region case study exploring rural approaches to innovation
 - Conference presentation of final results in November 2022
- *E-Rec Tech Innovation in the Kootenays*
 - Mitacs project exploring opportunities related to electric recreation in the Kootenay region
 - Student presentation at KORE summit in November

3) Building the Future (Infrastructure and Services)

- *Moving Forward (Navigating Rural – Part 2) (under development)*
 - National rural transit project
 - Case studies of Salmo and Fernie
 - Proposal to be submitted in October
- *Nature-based Rural Solutions: Planning for Green Infrastructure (under development)*
 - Revisions to past proposal, to be submitted in October

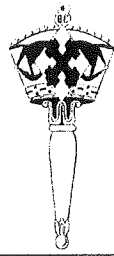
Other Notable Activities

- RIC invited to join Provincial Forestry Worker Support and Community Resilience Council

¹ The 3 research streams were laid out in my approved, 3-year 2020 research proposal (*Realizing Rural Resilience*), of which I am currently in year 2.

Metrics Summary - Reporting Period: June 22, 2022 – September 20, 2022

Category	April - June	July - September
Advisory	<ul style="list-style-type: none"> • 50 requests • Majority of requests from provincial and local governments and economic development organizations. • Requests focused on advisory services, examples, reviews, and project development. 	<ul style="list-style-type: none"> • 40 requests • Majority from provincial and federal governments, economic development organizations, and academic/research organizations, • Requests included references/project support, expert advice, and invitations to participate in events and meetings
Events	<ul style="list-style-type: none"> • 11 events attended by RIC or RIC team member • 5 workshops hosted by RIC 	<ul style="list-style-type: none"> • 1 event attended by RIC (webinar) • 1 workshop hosted by RIC
Grants & Proposals	<ul style="list-style-type: none"> • 3 proposals currently under review • 1 new approval: Resilience and alternative food systems. 	<ul style="list-style-type: none"> • 1 proposal under review (Youth Entrepreneurship) • 2 proposals under development (transit and green infrastructure) • 1 new approval: Review for Columbia River Local Gov. Committee
Media & Other	<ul style="list-style-type: none"> • Social media items: 8 (Selkirk, FCM) • Newsletter: 1 • Web news: 1 	<ul style="list-style-type: none"> • Social media items: 8 • Newsletter/Press Release: 7 • Newspaper/Radio: 2
Network Membership	<ul style="list-style-type: none"> • Board of Directors: 1 • National Committee: 1 • Regional Committees: 2 • National Network: 5 • Regional Networks: 1 	<ul style="list-style-type: none"> • Provincial Advisory Council: 1 • Board of Directors: 1 • National Committee: 1 • Regional Committees: 2 • National Network: 5 • Regional Networks: 1
Presentations	<ul style="list-style-type: none"> • 9 presentations involving RIC 	<ul style="list-style-type: none"> • 2 presentations involving RIC
Projects	<ul style="list-style-type: none"> • New Projects (under development): 2 • Active Projects (current): 10 • Completed Projects (running total): 20 	<ul style="list-style-type: none"> • Active Projects (current): 10 • Completed Projects (running total): 22
Products	<ul style="list-style-type: none"> • Journal Article: Targeting policies to place: A jurisdictional analysis of composite indicators for rural development. • The Boundary: Workshop 2 Summary Report • Database: Industry Scan and Survey of Outdoor Recreation Manufacturing and Product Design Sector in British Columbia (<i>not publicly available</i>) • Report: Industry Scan and Survey of Outdoor Recreation Manufacturing and Product Design Sector in British Columbia (<i>not publicly available</i>) • Investment Lands Database (<i>not publicly available</i>) • Rural Climate Change Toolkit (<i>not publicly available</i>) 	<ul style="list-style-type: none"> • Exploring Cannabis Tourism in the Kootenay Rockies: Report and Executive Summary • Arts, Culture, and Heritage: From Study to Solutions Summary • 9 Reports on Provincial Rural Funding Programs (<i>not publicly available</i>) • Federal Government Permanent Public Transit Funding Written Submission • Journal Article: Breaking Down Barriers: Planning for a Gender Diverse Mining Workforce in the Kootenay Region of British Columbia • Journal Article: Lessons in Rural Housing • Magazine Article: Navigating Rural
Students	<ul style="list-style-type: none"> • Student Research Interns: 3 • Graduate thesis students: 3 	<ul style="list-style-type: none"> • Student Research Interns: 2 • Graduate thesis students: 3



19 September 2022

Dear Mayor and Council,

Re: British Columbia Youth Parliament, 94th Parliament

The British Columbia Youth Parliament will hold its 94th Parliamentary Session in Victoria at the Provincial Legislative Chambers from December 27 to 31, 2022. We are hopeful for a safe return to in-person gatherings and BCYP will follow all Provincial Public Health Guidelines.

The Youth Parliament is a province-wide non-partisan organization for young people ages 16 to 21. It teaches citizenship skills through participation in the parliamentary session in December and continuing involvement in community service activities throughout the year. **Youth Parliament is a one-year commitment.**

I invite you to encourage eligible youth from your municipality or region to apply to sit as members of the Youth Parliament. BCYP is non-partisan, and applicants need only be interested in learning more about the parliamentary process and in serving their community. If your municipality sponsors a “youth of the year” award or has a municipal youth council, young people with that sort of initiative and involvement are ideal candidates for BCYP.

Each applicant who is accepted to attend as a member of BCYP must pay a **\$425** registration fee. Thanks to private donations and fundraising, a portion of the cost of transportation and accommodation is covered for all members. We encourage municipalities or youth councils to contribute towards the application fee for applicants who are in financial need. If the approval of financial support causes any delay, we encourage the applicant to send in their forms on time along with a note saying that the cheque will arrive after the deadline. In this case, if we receive the completed form and personal statement before the deadline, it will be considered received on time. If you are not able to aid, a limited number of bursaries are available for applicants who cannot meet the expense of the registration fee. Requesting financial assistance will not affect an applicant’s chance of being selected as a member. (See <https://bcyp.org/session>)

Members will sit and debate in the Legislative Chambers for five days and will be accommodated for four nights at the Marriott Hotel in Victoria. During that time, participants are supervised by members of the Board of Directors of the Youth Parliament of B.C. Alumni Society and other youth parliament alumni. In addition, transportation to and from Victoria will be provided for all members who require it.

I have enclosed an application form and a brochure about BCYP. I encourage you to make the application form and brochure available to interested young people and to make copies of the forms as needed. A soft copy of the form, brochure and poster are available from our website at <https://bcyp.org/session>.

All application forms must be received by October 25, 2022. Selected applicants will be notified in early November. If you require more information, please contact me by e-mail as indicated above. You may also visit our website at www.bcyp.org.

Yours truly,

Ambrose Yung
Registrar, Youth Parliament of BC Alumni Society



British Columbia Youth Parliament

Application Package & Background Information
94th Parliamentary Session
December 27-31, 2022 - Victoria, BC

WHAT IS BCYP?

British Columbia Youth Parliament (BCYP) is a youth organization that recognizes every young person's potential to lead and serve in the community. Since 1924, BCYP has provided a forum for young people to develop skills in leadership, organization, public speaking, and the parliamentary process, and to put these skills into practice through service to youth in their local communities.

BCYP is not affiliated with any political party and is a non-profit organization.

Membership in BCYP begins with attending the Parliamentary Session in Victoria and continues throughout 2023. For detailed information about BCYP's activities, visit our website, www.bcorp.org.

BCYP'S ACTIVITIES

BCYP's year begins with the Parliamentary Session from December 27 – 31, 2022. Members sit in the Legislative Assembly in Victoria and use the parliamentary style of debate to plan educational and service projects, establish BCYP's financial commitments, and amend BCYP's governing legislation. All participants must be fully vaccinated against COVID-19 to attend.

At Session, Members:

- Meet young people from all over the province;
- Debate Cabinet's legislation which sets out BCYP's activities for 2023;
- Debate current local, national, and international issues;
- Learn about debating and the rules of parliamentary procedure;
- Elect BCYP's Premier, Deputy Speaker, and Leader of the Opposition for the 95th Parliament.

After Session, Members put into action the plans made at Session, which usually include:

- Volunteer service projects in their home communities;
- Group volunteer service projects with summer camps, food banks charity walks, soup kitchens, and other service groups;
- Special projects which vary depending on annual legislation but have included summer festivals, children's day camps and Camp Phoenix;
- Regional Youth Parliaments;
- Fundraising events;
- Social activities with other Members.

WHO CAN ATTEND?

Each year 97 youth are "elected" to BCYP as representatives of their communities. Each applicant must be nominated by an organization committed to youth (i.e. a school, community group, club, Municipality or church). Five members of that group must indicate their support by signing the application form.

To be eligible for membership you must be:

- Age 16 – 21 (inclusive) as of Dec. 31, 2022;
- A resident of British Columbia;
- Nominated by an organization committed to youth;
- Willing and able to participate in BCYP's activities for one year;
- Fully comply with BC's Public Health guidelines for COVID-19.

Due to the limited number of seats in the Provincial Legislature and public health guidelines, only 97 applicants will be selected to become Members this year. BCYP will follow all BC Public Health guidelines for COVID-19.

SESSIONAL ARRANGEMENTS

Accommodations: Accommodation at the Marriott Hotel Inner Harbour, Victoria is provided for all Members for the nights of December 27 – 30 (inclusive). Members will share hotel rooms. BCYP will follow all Provincial public health orders.

Transportation: Transportation for Members residing outside the Victoria area is included in the registration fee. Members living in the Interior, North, or North Island will be required to travel on December 26 and January 1.

Meals: Each Member is responsible for the cost of meals in Victoria. Some dinners will be at assigned restaurants, others free-choice.

PRE-SESSIONAL INFORMATION

The Registrar will notify all applicants by email or mail as to their acceptance status by mid-November. Accepted Members are provided with an orientation package prior to Session and are invited to attend one of the Pre-Sessional Workshops held in different regions of the province. The details of the workshops as well as travel and health & safety info will be announced in the acceptance letters.

FOR MORE INFORMATION

Inquiries from applicants, parents, teachers and nominating organizations are welcomed.

Please contact: **Ambrose Yung, Registrar** or **Rhonda Vanderfluit, Deputy Registrar** registrar@bcyp.org

APPLICATION PROCEDURE

Complete the attached application form (pages 3 and 4 of this package) and forward it with your personal statement and registration fee. Members who require financial support can email to request a Financial Aid Application.

Ambrose Yung, Registrar
Unit B – 1211 Roy Road
Victoria, BC. V8Z 2X8

e-mail: registrar@bcyp.org, **Fax:** 604-731-0081

Applications must be **RECEIVED** by **Tuesday, October 25, 2022** by **mail, fax, or email attachment**. **If you send the application by email attachment, please mail the original signed copy with your application fee.**

Please print clearly. Illegible or incomplete applications may be rejected. You may fax or email a LEGIBLE scan of your form BY THE DEADLINE and send your hard copy of your form and cheque by other means such as courier. Original signed hard copies must be received to consider your application complete.

REGISTRATION FEE

The registration fee for each member is **\$425**. A cheque or money order made payable to the **Youth Parliament of B.C. Alumni Society** must be sent with the application form or follow a fax or e-mail with the original signed application as soon as possible (any acceptance is not final until a registration fee is received). An eTransfer can be sent to payment@bcyp.org. **Be sure to include the full name of the applicant in the comments section and email us your password.** Registration fees will be held onto (but not cashed) for those on the waitlist and returned to those not accepted. **NSF cheques are subject to a \$45 fee.**

Applicants who are in financial need are first encouraged to approach school and community groups to contribute to the cost of the application fee. For those who are not able to secure outside funding, a limited amount of **financial support is available from BCYP**. For more information, please contact the Registrar **before** the October 25 application deadline to request a financial Aid application form. So that we can provide support for as many members as possible, we encourage applicants to submit a cheque for whatever portion of the application fee they can afford. Requests for financial assistance cannot be considered after applicants have been accepted as members.

CANCELLATION

Accepted members who cancel on or before **December 6** will receive a refund of their registration fee minus a \$25 cancellation fee, unless travel tickets have been purchased in which case no refund is issued. No refunds will be issued to any member cancelling after December 5.

THANKS TO OUR SPONSOR

British Columbia Youth Parliament is sponsored by the Youth Parliament of BC Alumni Society, a registered, non-profit organization composed of past members of BCYP.

Please keep this information page for future reference

APPLICATION FORM – NINETY FOURTH BC YOUTH PARLIAMENT

LAST name: _____ FIRST name: _____ GENDER: _____ Room with: M F

I identify as an indigenous/aboriginal person

CURRENT ADDRESS (including temporary/University residence):

STREET / PO BOX: _____ CITY: _____

POSTAL CODE: _____ PHONE: (_____) _____

E-MAIL: _____ CELL PHONE: (_____) _____

PERMANENT ADDRESS (i.e. parents) or STREET ADDRESS if DIFFERENT from above:

STREET / PO BOX: _____ CITY: _____

POSTAL CODE: _____ HOME PHONE: (_____) _____

TRANSPORTATION TO VICTORIA REQUIRED FROM:

CURRENT/TEMPORARY ADDRESS PERMANENT ADDRESS OTHER: _____

BIRTHDATE: (YYYY/MM/DD) _____ SCHOOL/UNIVERSITY: _____

NOMINATING ORGANIZATION: _____

STREET: _____ CITY: _____

POSTAL CODE: _____ PHONE: (_____) _____

CONTACT TEACHER / COORDINATOR NAME: _____ E-MAIL: _____

SIGNATURE OF TEACHER / GROUP COORDINATOR: _____

Would you (teacher/coordinator) like to receive a print and e-mail copy of the application package each year?

Yes No Already on the list

THE FOLLOWING MEMBERS/STUDENTS of _____ NOMINATE

(NAME OF ORGANIZATION/SCHOOL)

_____, A MEMBER/STUDENT OF OUR ORGANIZATION/SCHOOL TO SIT AS A BCYP MEMBER.

FIVE NOMINATING SIGNATURES REQUIRED: (other members/students of the organization/school)

	Name	Signature	email
1			
2			
3			
4			
5			

APPLICATIONS MUST BE RECEIVED BY OCTOBER 25, 2022

PERSONAL STATEMENT

At the Parliamentary Session in Victoria, Members of BCYP participate in parliamentary debating and plan activities and community service for the upcoming year. During the year, Members are responsible for service and fundraising in their communities, and organize and participate in projects such as Regional Youth Parliaments, fundraising events, community outreach projects, and other service and debating activities

All **new** applicants must attach a **one-page** personal statement, outlining:

1. Why you would like to be a Member of BCYP;
2. What type of activities you have been/are, or intend to become, involved with in your community;
3. Any activities you have been/are involved with that relate to debate or public speaking;
4. With reference to the preceding paragraphs, how you believe you can personally contribute to BCYP, including debate at Session AND its projects and other activities throughout the Sessional year.

YOUTH PARLIAMENT EXPERIENCE

Have you attended BCYP before? Yes No

If yes, do you wish to become a member of the Alumni Society?

Yes No Already on the list

If "Yes" or "Already on the list" above, do you consent to receive e-mail communications from the Alumni Society, which may include requests for donations or other items of a commercial nature? (Note: answering "No" below means you will not receive any e-mails, including the Alumni Society's newsletter *The Speaker* or email invitations to alumni events.)

Yes No

Have you attended a Regional Youth Parliament as a Member or Ambassador?

Yes (as a member) Yes (as an ambassador); If yes, which one(s)? _____ No

How did you **first** hear about BCYP? (Please choose one option)

- From a teacher From a group leader Saw a poster/brochure (where? _____)
- Through a Regional Youth Parliament From a member or of BCYP or RYP alumni
(which one? _____) (name of individual: _____)
- Facebook Instagram Twitter Other (please specify: _____)

WAIVER

In consideration for acceptance to British Columbia Youth Parliament (BCYP), the undersigned on behalf of the Applicant and all heirs, executors and administrators, waives any and all claims for damages against BCYP and the Youth Parliament of British Columbia Alumni Society, and their directors, officers, and agents for any and all injuries or loss which the Applicant may suffer during, or in connection with any BCYP Session, trip, or any other activity, or transportation to or from Session or any other activity.

Applicant's Signature: _____ (Applicant should sign even if a parent or guardian is also required to sign.)

If **under 19**, Signature of Parent or Guardian: _____

Printed Name of Parent or Guardian Signing: _____

Please remember to:

Save a legible scan of this form for your records. As a backup, please email or fax the scan to:
registrar@bcyp.org or fax: attn to Ambrose Yung at: 604-731-0081

Mail or courier a signed hard copy of this completed form along with a cheque for \$425. **We must receive original signed hard copies for anyone under the age of 19. Your application will not be considered complete until the hard copy is received.**

Unit B – 1211 Roy Road Victoria, BC V8Z 2X8

October 3, 2022

Chair Aimee Watson and Board
Central Kootenay Regional District
Box 590
Nelson, BC V1L 5R4

Dear Chair Aimee Watson and Board:

**RE: CANADA COMMUNITY-BUILDING FUND: FIRST COMMUNITY WORKS FUND
PAYMENT FOR 2022/2023**

I am pleased to advise that UBCM is in the process of distributing the first Community Works Fund (CWF) payment for fiscal 2022/2023. An electronic transfer of \$707,296.33 will occur in the coming weeks. This payment is made in accordance with the payment schedule set out in your CWF Agreement with UBCM (see section 4 of your Agreement).

CWF is made available to eligible local governments by the Government of Canada pursuant to the Administrative Agreement. Funding under the program may be directed to local priorities that fall within one of the eligible project categories.

Further details regarding use of CWF and project eligibility are outlined in your CWF Agreement and details on the Canada Community-Building Fund (Gas Tax Fund) can be found on our [website](#).

For further information, please contact Canada Community-Building Fund Program Services by e-mail at ccbf@ubcm.ca or by phone at 250-356-5134.

Sincerely,



Councillor Laurey-Anne Roodenburg
UBCM President

PC: Yev Malloff, Chief Financial Officer



October 13, 2022

Ref: 271301

Aimee Watson, Chair
and Members of the Board
Regional District of Central Kootenay
PO Box 590
Nelson BC V1L 5R4

Dear Chair Watson and Board Members:

Re: 2021 Census Impact on Regional District Board Voting

Enclosed please find the 2021 Census population figures that serve as the basis for voting strength and number of municipal directors.

These population figures reflect the number of people living within regional district boundaries, which may be different from the federal Census boundaries of the same name. In determining these total population figures, Ministry of Municipal Affairs staff have made adjustments to ensure that Indian Reserve populations are included for the appropriate local government areas and to account for 2021 municipal boundary changes. Population is a defined term in the *Community Charter* and is the basis for voting rights and municipal representation on the Regional District Board and for allocation of certain local government grant amounts.

As a result of the 2021 Census and adjustments, the Regional District Board's changes consist of the following:

There are no changes to the Regional District of Central Kootenay's board directors or directors voting strength as a result of the 2021 Census and adjustments.

.../2

Regional districts are encouraged to inform their member municipalities of any changes as soon as possible. Municipal councils will be required to appoint new directors (who must take their municipal director oath of office) after the local general elections on October 15 and before the Board's first meeting held after November 1.

Should you have any questions regarding the census population certification process, please contact David Van Ommen, Senior Planning Analyst, Governance and Structure Branch. He can be reached by telephone at: 778 698-3214, or by email at: jg@governance@gov.bc.ca.

Sincerely,



Nathan Cullen
Minister

Enclosure

pc: David Van Ommen, Senior Planning Analyst, Governance and Structure
Stuart Horn, Chief Administrative Officer, Regional District of Central Kootenay
Mike Morrison, Manager of Corporate Administration, Regional District of Central Kootenay

Regional District of Central Kootenay
(Incorporated November 30, 1965)
Voting Unit: 2,500 population

	2021 Census Including subsequent population changes certified by the Minister ¹	Number of Directors (voting strength/5)	Voting Strength (population/ voting unit)
Cities:			
Castlegar	8,338	1	4
Nelson	11,106	1	5
Town:			
Creston	5,583	1	3
Villages:			
Kaslo	1,049	1	1
Nakusp	1,589	1	1
New Denver	562	1	1
Salmo	1,140	1	1
Silverton	149	1	1
Slocan	379	1	1
Electoral Areas:			
A - Wymndel/East Shore/Kootenay Lake	2,241	1	1
B	4,895	1	2
C	1,475	1	1
D	1,462	1	1
E	3,897	1	2
F	4,116	1	2
G	1,850	1	1
H - The Slocan Valley	4,970	1	2
I	2,607	1	2
J - Lower Arrow/Columbia	3,517	1	2
K - The Arrow Lakes	1,784	1	1
Totals:	62,509	20	35

Populations certified as necessary by the Minister of Municipal Affairs under sections 196 and 197 of the Local Government Act as per the definition in the Schedule to the Community Charter.

Effective November 1, 2022.

These population figures are to be used only in the determination of voting strength and Director representation.

1. Population includes people residing on Indian Reserves and boundary extensions to December 31, 2021.

Angela Lund

To: RDCK Info
Subject: RE: INDIGENOUS INSIGHT - Indigenous cultural awareness training information sheet (format and cost)

From: Maynard Harry <maynard@indigenouinsight.ca>

Sent: October 20, 2022 10:09 AM

To: RDCK Info <Info@rdck.ca>

Subject: INDIGENOUS INSIGHT - Indigenous cultural awareness training information sheet (format and cost)

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Hello, Central Kootenay Regional District Chair and Directors – congratulations on your recent election. I am sending my company/Indigenous cultural awareness training proposal for your review. I am offering to facilitate a 2.5-hour facilitated dialogue session made available only to Chamber of Commerce boards, non-Indigenous governments, and not-for-profit organizations. Introductory cost for this session is \$250.

I am a certified **Canadian Council for Aboriginal Business' (CCAB)** Indigenous cultural awareness trainer.

[Indigenous Insight](#) is a First Nation owned business and a CCAB-certified Indigenous Cultural Awareness Trainer. I am from the Tla'amin Nation (of the Coast Salish culture).

Please let me know if your city is interested in a follow-up call to discuss.

i:mote,

KWAST-en-ayu (L. Maynard Harry), Founder
Indigenous Insight

Click [HERE](#) for my Calendly schedule.

YouTube Channel: [Indigenous Insight - YouTube](#)

c: 1-604-223-7462

E-mail: maynard@indigenouinsight.ca

INDIGENOUS CULTURAL AWARENESS TRAINING PROPOSAL

**For Chambers of Commerce's , non-Indigenous government
and not-for-profit organizations**

October 20, 2022

PREPARED BY:

INDIGENOUS INSIGHT
5246 Beach Road
Powell River, BC
V8A 0B1
604-223-7462

maynard@indigenousinsight.ca
www.indigenousinsight.ca

Certified trainer with Canadian Council for Aboriginal Business (CCAB)

Executive Summary

Indigenous Insight is a First Nation-owned company operating on ʔamun Nation lands near the City of Powell River, BC and provides Indigenous engagement advisory / cultural awareness training to non-Indigenous businesses in Canada. Navigating Indigenous engagement issues, First Nation websites and band office organizational/corporate structures for Canada's 630+ First Nation communities is complicated. Each First Nations' relationship to Canada and respective provinces (i.e., Indian Act or modern-day treaty) and the enormous diversity in the community & economic development of each First Nation community only adds to the complexity.

Why Indigenous cultural awareness training may be necessary

Have you ever wondered about the questions below but were too afraid to ask?

- Do you have a vested interest in Indigenous engagement but have no clue where to begin?
- Why Indigenous Relations and Reconciliation departments, ministries, and agencies so prevalent at every level of government and within most corporations in Canada? And what is the link to Aboriginal rights and why consultation may be required.
- What are Indian Act tax exemptions, and are they really privileges?
- What's the distinction between traditional Indigenous hereditary leadership v. colonized Indian Act leadership?
- Why are most Indian Reserves so run-down and dilapidated?
- What are the impacts of Canada's Indian Residential School System and why can't First Nation peoples 'just get over it'?
- Why did First Nation peoples attend Indian Residential Schools if they were so horrific?
- What is the significance of the thousands of recently discovered unmarked graves located at former Indian Residential School properties throughout Canada?
- What is the proper use of the word 'reconciliation' and why do so many leaders (Indigenous and non-Indigenous alike) use the word inappropriately?
- Why can't Canada simply rescind its Indian Act and Indian Reserve System? Did you know Canada unsuccessfully attempted this in the late 1960's with its ill-fated 'White Paper'.

You may be relieved to know the vast majority of non-Indigenous Canadians possess a weak understanding of issues regarding Indigenous peoples and their cultures. Indigenous Insight recognizes the opportunity to get in front of *Chamber of Commerce boards, non-Indigenous governments and not-for-profit organizations* in Canada and envisions the possibility of moving Canada's reconciliation needle in positive direction.

In addition to answering and clarifying the questions above, my facilitation utilizes proven principles associated with the traditional talking circle for sessions 1 to 4-hours in duration. My delivery method does not use fancy apps, nor do I waste precious time speaking about topics irrelevant (i.e., fur trade) to Indigenous engagement. I cut right to the chase with an objective to always be conciliatory and moving Canada's reconciliation needle in a positive direction.

Founder, KWASt-ten-ayu (or L. Maynard Harry) bring 27+ years of accumulated knowledge, practical and leadership experience in economic/community/small business development, leadership, governance, reconciliation and Aboriginal rights and title.

i:mote,



KWASt-ten-ayu (or Maynard)

Founder, Indigenous Insight

Indigenous cultural awareness facilitated dialogue training sessions

Indigenous Insight was created to specifically to strengthen Indigenous cultural awareness knowledge foundation for small, medium, and large-sized businesses. Maynard's facilitation style is direct & honest. Critical thinking is a requirement when delving into tough topic areas such as: reconciliation, white privilege, racism, Canada's land question, treaty negotiations, leadership. Non-Indigenous cultures are always acknowledged, and respected and conciliatory language always utilized.

ONLINE Training, not yet available but you can visit Indigenous Insight's [YouTube channel](#) and view free content.

Expected Learning Outcomes

Explore competitive advantages created and associated with expected learning outcomes (see six topic areas outlined below) from the ICATB and facilitated Indigenous cultural awareness dialogue training sessions:

1. **The Basics** - strengthen knowledge foundation in the following areas: Indigenous history and culture (pre-, at- and post-colonial contact challenges such as disease, coerced new systems, legislation, language); clarifying confusion around the following terms: Native, Indian, First Nation, Indigenous, Metis and Inuit; clarifying common misconceptions about Indigenous people.
2. **Canada's Indian Act** - learn about contemporary/historical impacts (60's Scoop, leadership identification, tax exemptions, governance/decision-making, communal v. individual) to First Nation community's objectives; amendments; land management challenges/economic impacts; colonial dependency (including history of band offices).
3. **Canada's Indian Reserve System** - learn about the system that alienated First Nation peoples from local and regional economies (i.e., Indian Reserve Pass System) using legislated and segregation, links to apartheid in South Africa and biological warfare; numbered treaties v. unceded territories in BC.
4. **Canada's Indian Residential School System** - learn about how this system continues to directly affect every Indigenous community in Canada, even 26 years after closure of last Indian Residential School; history, objectives and contemporary impacts to Indigenous communities from traumas suffered by status Indian Survivors of Indian Residential School; further a discussion on discovery of unmarked burials of Indian Residential School children at former Indian Residential School properties; 94 Calls to Action.
5. **Aboriginal rights and title** - learn how this segment directly affects Canada's economy in the area of major project development; spectrum of Aboriginal rights/title; archaeology and traditional land and resource use activities; court decisions (i.e., Delgamuukw, Tsilhqot'in); UNDRIP; BC Treaty Process and Canada's 'land question'; and impacts to major natural resource extraction projects across Canada.
6. **Reconciliation** – learn about intergovernmental relationship building using the 2003 Tla'amin Nation – City of Powell River Community Accord); distinction between individual reconciliation processes v. community-to-community and business-to-community processes as well as reconciliation processes for an entire Indigenous population; proper use of word 'reconciliation'; clarifies distinction between white privilege and racism; and highlight potential competitive advantage areas.

Dialogue Session format

- Facilitated dialogue sessions can be delivered either via Zoom videoconference or in-person.
- In-person sessions utilize traditional talking circle and talking feather protocols and principles.
- Zoom session will be 2.5 hours in duration. Sessions are customizable to **novice** (entry level staff/front-line worker), **intermediate** (department manager), or advanced (leadership/senior management).
- Session size is limited to a maximum 15 participants.
- Breakout groups an option.
- **Indigenous Cultural Awareness Training Backgrounder (ICATB)**, a 38-page primer written from a First Nation perspective and aligns with online, and in-person facilitated dialogue sessions. Dialogue sessions are enhanced significantly as the ICATB assists in generating questions. Once purchased, information in the ICATB can be utilized for websites, internal strategic planning exercises and documents. ICATB purchasers have free access to clarification on any topic in the ICATB provided by Maynard. These conversations could involve Maynard providing direction to your team working on specific projects within the traditional territory of any First Nation.
- **Indigenous Engagement Community**. It is my strong belief that reconciliation for entire Indigenous populations must start with parents. Purchasers of ICATB document will have priority access to Zoom videoconference that will build this community. Co-facilitator, Stewart Alsgard ('Qoqoq'), former Mayor, City of Powell River, has heavy experience in reconciliation, but from the non-Indigenous side.
- **Indigenous Youth perspective** is available, if requested.

Click [HERE](#) for my Calendly schedule.

Example agendas for 2.5-hour session

- **Advanced (leadership / senior management**

Agenda	
9:00 am	Opening comments (5 min)
9:05 am	Introduction/presentation overview (15 min)
9:20 am	The Basics; Indian Act; Indian Reserve System; Indian Residential School System (45 min)
10:05 am	Break (10 minutes)
10:15 am	Aboriginal rights/title & Reconciliation (15 min)
10:30 am	Q & A (15 min)
10:45 am	Leadership (using the Community Accord as an example) (15 min)
11:00 am	Group discussion (15 min)
11:15 am	Closing comments and takeaways
11:30 am	Hard stop

- **Novice and/or intermediate (entry level employee and/or front-line worker**

Agenda	
9:00 am	Opening comments (5 min)
9:05 am	Introduction/presentation overview (15 min)
9:20 am	The Basics; Indian Act; Indian Reserve System; Indian Residential School System (45 min)
10:05 am	Break (10 min)
10:15 am	Aboriginal rights/title & Reconciliation (15 min)
10:30 am	Q & A (15 min)
10:45 am	Clarifying common misconceptions / do’s & don’ts when engaging Indigenous communities (15 min)
11:00 am	Group discussion (15 min)
11:15 am	Closing comments and takeaways
11:30 am	Hard stop

- **2.5-hour Indigenous cultural awareness training facilitated cost options for Chamber of commerce, non-Indigenous government, and not-for-profits.**

	Description	Cost
	<ul style="list-style-type: none"> - 2.5 hour Zoom facilitated dialogue session - ICATB not provided 	\$250.00
ICATB only	<ul style="list-style-type: none"> - Option to purchase ICATB only (no Zoom session) 	\$500.00

* This proposal is valid for 30 days from date listed.



October 20th, 2022

File: 0280-30
Ref: 198886

Regional District of Central Kootenay
Box 590
202 Lakeside Drive
Nelson, BC V1L 5R4

Dear Regional District of Central Kootenay:

I would like to thank you for meeting with me during this year's Union of British Columbia Municipalities (UBCM) Annual Convention. During our meeting, we discussed cannabis opportunities in your region.

Thank you for bringing forward your ideas with respect to the implementation of a legislative change to allow cannabis cultivators to benefit from farm status. The Ministry of Agriculture and Food (the Ministry) recognizes the importance of the cannabis sector to B.C.'s economy and has committed funding and services to support the transitioning of cannabis producers into the legal framework.

My Ministry continues to develop its services and programming to enhance support for the cannabis sector and anticipates collaborating with the Cannabis Legalization Secretariat and other Ministries on assessment and certification issues.

We look forward to receiving your data on the matter to further the conversation. Please send this information to Shawna Lyttle, Manager of Executive Operations in the Deputy Minister's Office (Shawna.Lyttle@gov.bc.ca)

.../2

Thank you, again for the meeting, and I look forward to working with you in the future.

Sincerely,

A handwritten signature in blue ink that reads "Lana Popham". The signature is written in a cursive, flowing style.

Lana Popham
Minister

Angela Lund

To: RDCK Info
Subject: RE: Open Letter to Leanne Heppell Chief Ambulance Officer

From: paul.bcrhn@gmail.com <paul.bcrhn@gmail.com>
Sent: October 31, 2022 6:06 PM
To: RDCK Info <Info@rdck.ca>
Subject: Open Letter to Leanne Heppell Chief Ambulance Officer

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Open Letter to Leanne Heppell

October 27th 2022

Dear Ms. Heppell,

The BC Rural Health Network wants to publicly thank you for engaging with our Board of Directors yesterday. The ability to engage is a significant opportunity for us to inform ourselves as a Network and to share your insights with rural residents and communities across BC.

We also wish to acknowledge how appreciative we are of your approach and ability to speak directly to the questions asked by our team. Many rural residents have felt left out of the conversation on their health services. Providing answers and honesty to the circumstances rural BC faces with our ambulances, means a great deal to our Network and we believe is needed by all 1.5 million rural residents.

Some of the items we see as being great potentials for improved services to our rural populations:

- The temporary agreement made with the union is a good step forward. We agree rural ambulance service has many additional challenges to that of urban service provision and we believe the financial measures taken will help stabilize the system for more residents.
- The BCEHS is working on a plan to increase air ambulance services throughout the province and giving more options for helping the most vulnerable in the most isolated regions of BC.
- Recent hiring campaigns have resulted in high application rates and that although many are relocation applications these will also help stabilize service when paramedics can work closer to their home communities.
- Your interest in the work being done by communities on developing strategies for improving their local service and hearing their proposals was much appreciated. As we continue to engage, we hope to share more potential solutions being derived from the grassroots of our communities.
- That you are keen to remove barriers to allow for more non-paramedic drivers to assist in communities facing reduced services and inability to transport.

At the meeting, following your departure, the entire board stated their gratitude for such an open and transparent conversation. These types of engagements are key to keeping the rural residents' support of the BCEHS. We believe your approach to us represents a capital "C" change in historical interactions with the BCEHS. We believe this serves as an excellent example to other agencies on how to effectively engage and interact with their rural communities.

Our optimism on changes is tempered with our past experiences of promises not being kept. This skepticism is due to many years of less than adequate ambulance service in rural communities, but it is also due to many years of not having the type and level of discussion we had yesterday. This was a big step in the right direction in our opinion and we hope in yours as well.

Dr. Jude Kornelsen has also stated her desire to see participation from the BCEHS on our new Implementation Committee. The Implementation Committee is all about bring rural experiences forward and moving evidence-based research into policy. The Committee's reach is broader than just Emergency Health Service issues, but all health issues tend to overlap. We welcome the help of the BCEHS to join our efforts on bringing solutions forward to policy makers.

You have our support. We are encouraged as the BCEHS steps into a new era of dynamic leadership that will ensure all residents have access to emergency transport and paramedic care in their times of need. We look forward to our next meeting and we will ensure we get information out to the public through all means available to us as progress is made.

Yours in health and wellness,

Peggy Skelton

President

Angela Lund

To: RDCK Info
Subject: RE: Letter from the Honourable Mitzi Dean, Minister of Children and Family Development

From: MCF Info MCF:EX <MCF.Info@gov.bc.ca>

Sent: October 31, 2022 11:15 AM

To: RDCK Info <Info@rdck.ca>

Subject: Letter from the Honourable Mitzi Dean, Minister of Children and Family Development

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

VIA E-MAIL
Ref: 273526

Chair and Board
Regional District of Central Kootenay
E-mail: info@rdck.bc.ca

Dear Chair and Board Members:

As Minister of Children and Family Development, I am honoured to declare that November will once again be recognized as Adoption Awareness Month.

This month is about raising awareness for adoption and permanency in British Columbia and celebrating the families that provide children and youth with love and support as permanent members of their family. Adoptive families make a difference in the lives of children and youth by providing care, guidance, and a sense of belonging. They offer a welcoming stability, ensuring children and youth have the foundation they need to build the lives they dream of, while recognizing the importance of staying connected to their community and culture.

November is also about recognizing that there are children who are still waiting for permanent families. There continues to be a need for more adoptive families in British Columbia to provide children with permanent, secure, and loving homes.

There are many online resources and support services that can help families who are considering adoption in British Columbia.

- The [Ways to Adopt in British Columbia Web site](#) provides information on adoption in British Columbia, such as infant adoption, relative and step-parent adoption, and adopting a child or youth from another country.
- [Adopt BC Kids](#) is an online portal that provides British Columbians wishing to adopt children and youth from foster care with information and guidance through their adoption application.
- [The Adoptive Families Association of British Columbia](#) provides information and support services for families who wish to adopt now or in the future.

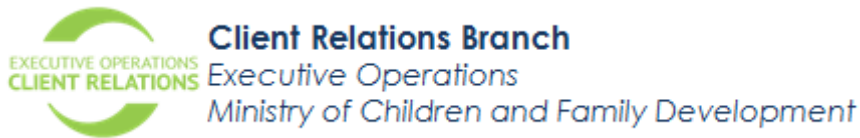
I encourage you to share these resources with your community members who are interested in becoming an adoptive or permanent family.

Please join me in celebrating November as Adoption Awareness Month to recognize all the families that have provided children and youth with the care, compassion, and the unselfish commitment of a permanent home, and to all those who may do so in the future. On behalf of the Government of British Columbia, thank you for your continued leadership in supporting adoptive and permanent families in your community.

Sincerely,

Mitzi Dean
Minister

Sent on behalf of the Minister by:



This communication and any accompanying document is confidential and is intended solely for the addressed recipient(s). If you received this e-mail message in error, please delete the e-mail and any attachments and contact the Client Relations Branch, Ministry of Children and Family Development at: MCF.Info@gov.bc.ca.

Angela Lund

To: Aimee Watson
Subject: RE: Correspondence from the Honourable George Heyman

From: Minister, ENV ENV:EX <ENV.Minister@gov.bc.ca>
Sent: Friday, November 4, 2022 3:03 PM
To: Aimee Watson
Cc: Nash, Laurel ENV:EX
Subject: Correspondence from the Honourable George Heyman

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Reference: 392865

November 4, 2022

Aimee Watson, Chair
and Directors
Regional District of Central Kootenay
Email: awatson@rdck.bc.ca

Dear Chair Watson and Directors:

I am writing to follow up on my meeting with representatives from the Regional District of Central Kootenay at the 2022 Union of British Columbia Municipalities (UBCM) Convention. I was very pleased to have the opportunity to meet and discuss issues of mutual importance.

As you know, the annual UBCM Convention offers an important opportunity for local governments to have conversations and outline priorities with the provincial government. These meetings help to inform ministries on issues that matter most to British Columbians, and I value these opportunities. I hope you continue to engage with my ministry and our government on issues that matter to you and your community so we can continue to move forward with our goals of building a strong, sustainable, innovative economy, a cleaner environment and healthy communities that work for everyone.

In our meeting, we spoke about the recycling regulations as well as Industrial, Commercial and Institutional (ICI) recycling. We committed to have Environmental Protection Division staff share the results of the Canada Plastics Pact study with you.

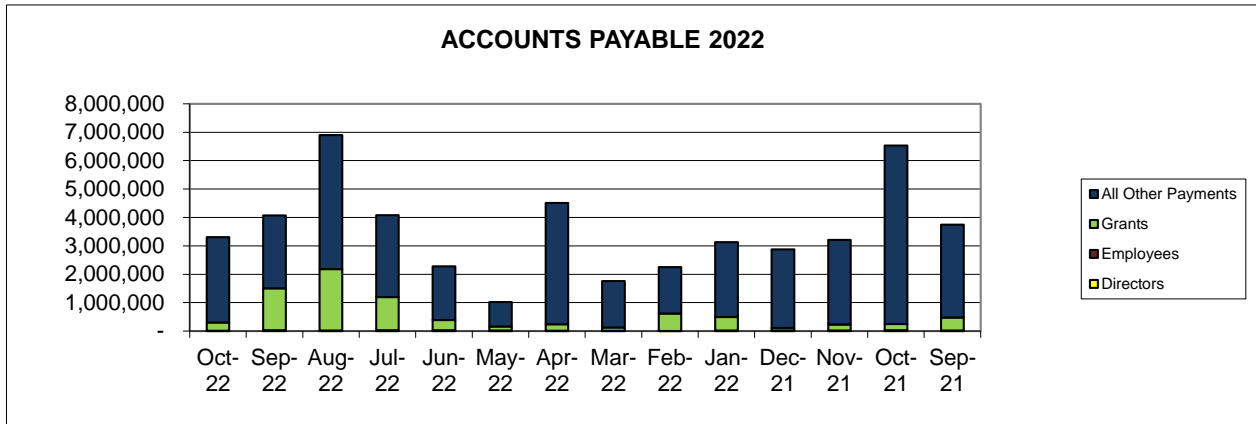
Thank you again for taking the time to meet. I look forward to continuing to work closely with you in the future.

Sincerely,

George Heyman
Minister

cc: Laurel Nash, Assistant Deputy Minister, Environmental Protection Division, Ministry of Environment and Climate Change Strategy

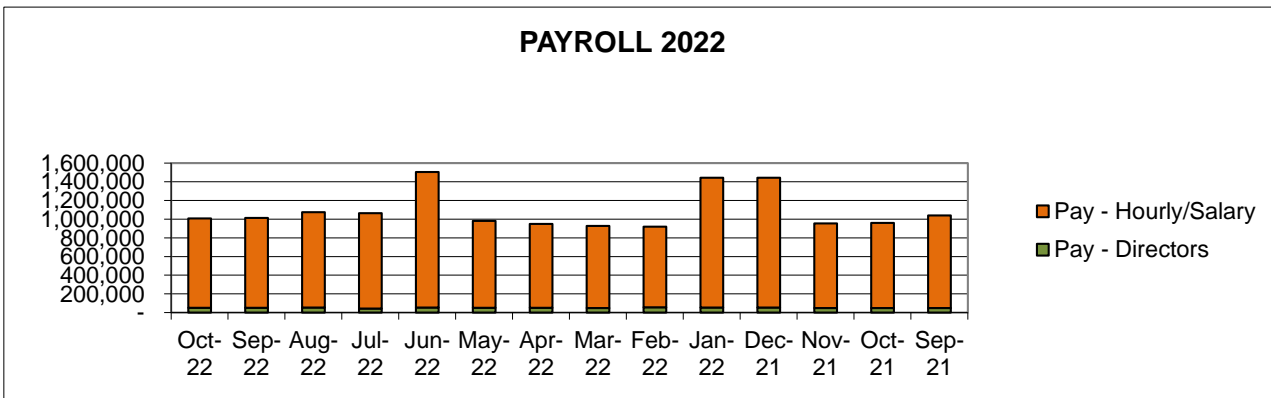
Financial Expenditure Report for October 2022



	Number of Payments	Value	% of Total
	959	\$3,308,943	
Top 80% of payments by value	59	2,643,723	80%
Remaining 20% of payments by value	900	665,219	20%
Total		\$3,308,943	100%

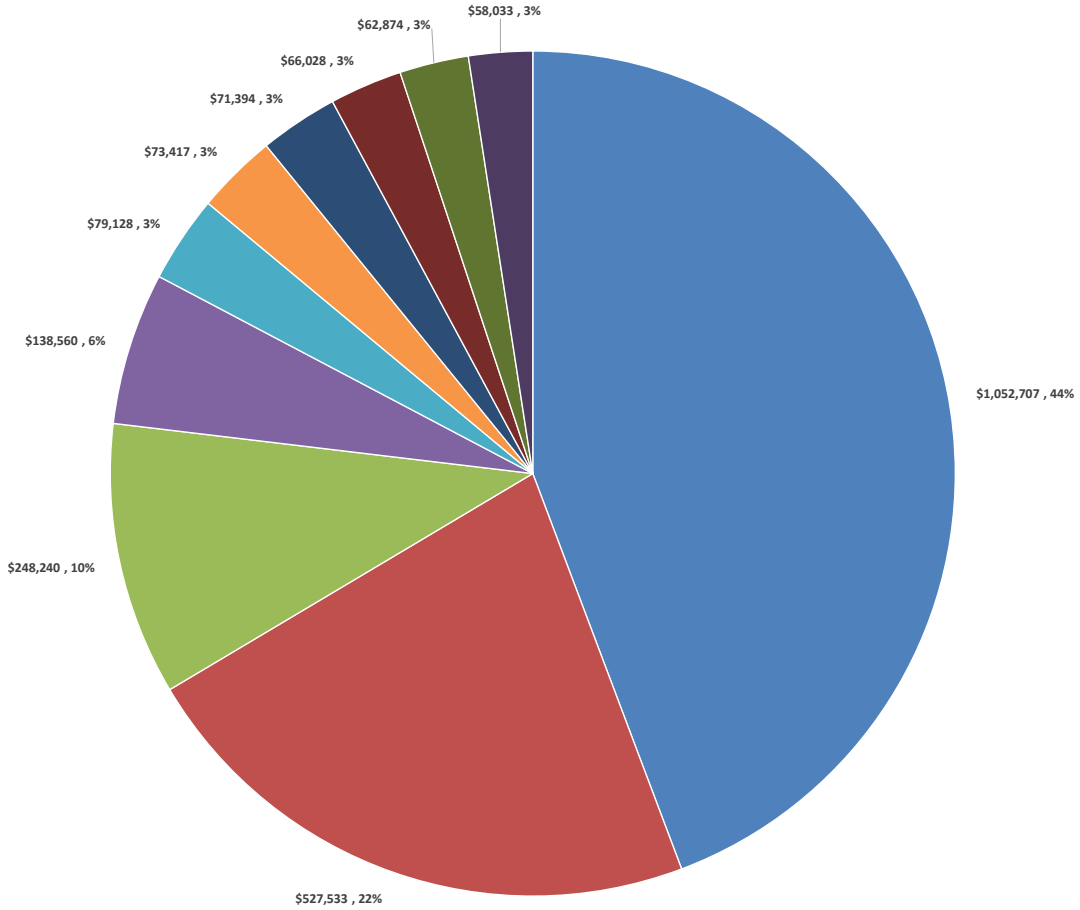
	Number of Payments	Value	% of Total
	959	\$3,308,943	
Payments to Directors	25	3,710	0.1%
Payments to Employees	39	10,053	0.3%
Subtotal		13,762	0.4%
Discretionary and Community Development Grants	25	283,747	8.6%
Other Vendors	870	3,011,433	91.0%
Subtotal		3,295,180	99.6%
Total		\$3,308,943	100%

Payment Method	Direct Deposit	% of Total	Cheques	% of Total
	819	85%	140	15%



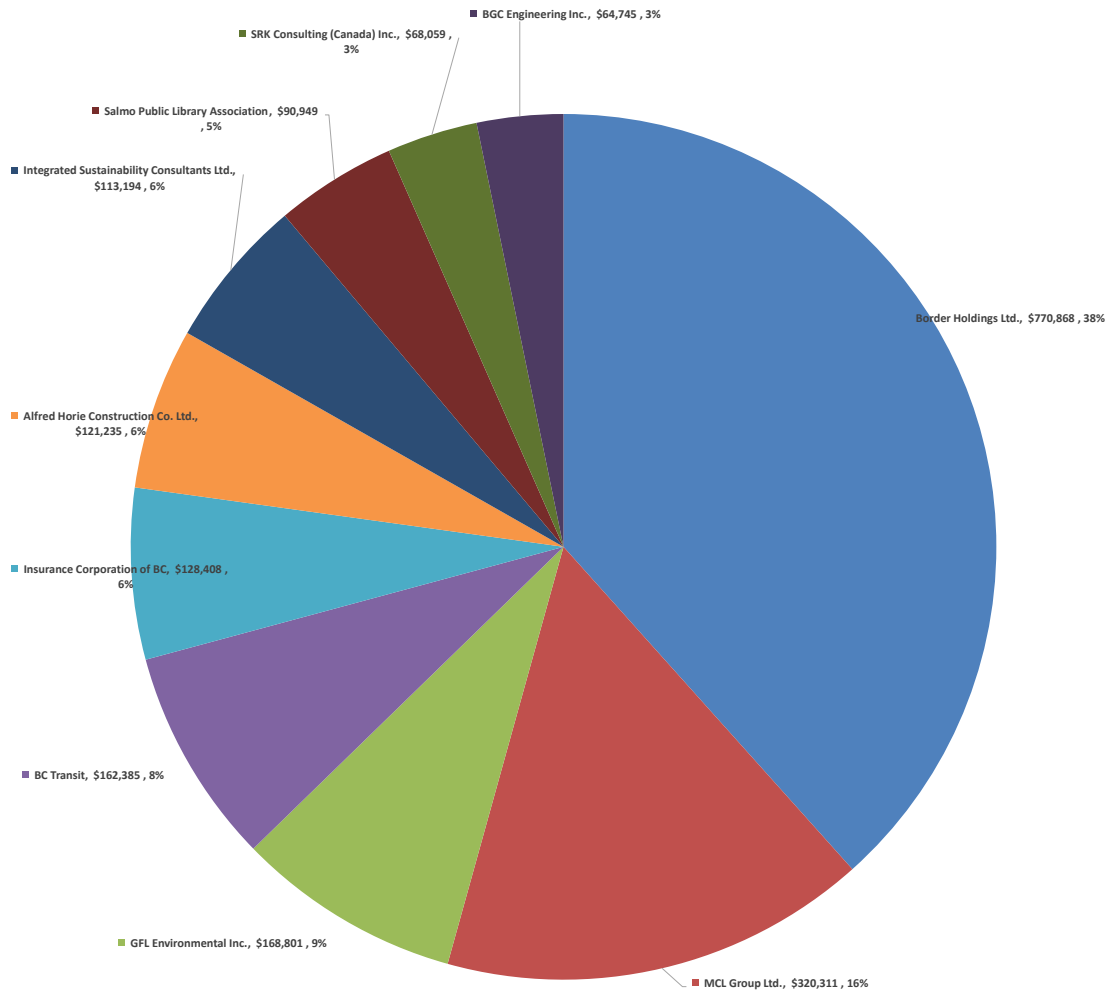
	Number of Payments	Value	% of Total
		\$1,009,021	100%
Directors		51,120	5.1%
Hourly/Salary		957,902	94.9%

Top 10 Services by Amount Spent



- 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
- General Administration
- Refuse Disposal (West Subregion)-Castlegar, New Denver, Slocan and Area H, I, J, and K
- Recreation Facility-Nelson and Areas F and Defined E
- Arena (Castlegar Complex)-Castlegar and Areas I and J
- Development Services
- Rural Administration
- Recreation Facility-Creston and Areas B, C and Area A
- Transit-North Shore and Slocan Valley

Top 10 Vendors by Value



- Border Holdings Ltd.
- GFL Environmental Inc.
- Insurance Corporation of BC
- Integrated Sustainability Consultants Ltd.
- SRK Consulting (Canada) Inc.
- MCL Group Ltd.
- BC Transit
- Alfred Horie Construction Co. Ltd.
- Salmo Public Library Association
- BGC Engineering Inc.

Accounts Payable Top 80% of Payments for October 2022

Top 80% of payments by value	Number of Payments		Value
	59	\$	2,643,723
Alfred Horie Construction Co. Ltd.	1	\$	121,235.47
Arrow Lakes Aggregates	1	\$	17,944.82
BC Transit	4	\$	162,384.92
BGC Engineering Inc.	1	\$	64,745.36
Bi Purewater	1	\$	13,921.72
Black Press Group Ltd	1	\$	21,912.03
Border Holdings Ltd.	2	\$	770,868.13
Cathro Consulting Ltd	1	\$	14,280.00
Central Kootenay Garbage Club	1	\$	9,817.50
Central Kootenay Invasive Species Society	1	\$	10,368.75
Edgewood Volunteer Fire Department	1	\$	9,700.00
FortisBC - Electricity	2	\$	29,189.41
Fortisbc - Natural Gas	2	\$	21,586.78
GFL Environmental Inc.	9	\$	168,801.32
Grant Thornton LLP	4	\$	55,440.00
I.T. Blueprint Solutions Consulting Inc.	2	\$	21,560.11
Insight Canada Inc.	1	\$	30,566.23
Insurance Corporation of BC	1	\$	128,408.00
Integrated Sustainability Consultants Ltd.	1	\$	113,194.46
Kal Tire (Nelson)	1	\$	12,441.77
Kaslo & District Arena Association	1	\$	54,000.00
Korn Ferry Hay Group Ltd.	1	\$	15,750.00
Leko Precast Ltd.	1	\$	9,016.00
MCL Group Ltd.	1	\$	320,311.45
Nelson Hydro	1	\$	27,676.57
Nelson, City Of	1	\$	12,959.00
Paragon Micro Canada	1	\$	10,309.42
Read Jones Christoffersen Ltd.	1	\$	34,021.61
Salmo Public Library Association	1	\$	90,948.70
Salmo Valley Youth & Community Centre	1	\$	55,130.00
SLR Consulting (Canada) Ltd.	2	\$	25,267.56
Sperling Hansen Associates Inc	1	\$	19,459.81
SRK Consulting (Canada) Inc.	1	\$	68,058.72
Tratech Mechanical Ltd	1	\$	12,377.70
Urban Systems Ltd.	1	\$	10,248.53
Wild West Drilling Inc	1	\$	14,175.00
Wildland Recreation Solutions	1	\$	17,769.45
Yahk-Kingsgate Recreation Society	2	\$	38,877.18
Z-KO Construction Ltd.	1	\$	9,000.00

Accounts Payable Bottom 20% of Payments for October 2022

Remaining 20% of payments by value	Number of Payments 900	\$	Value
			665,219
1597274 Alberta Ltd.	1	\$	1,575.00
2 Pump Paul's Gas and Snacks	1	\$	624.32
ACE Courier Services	9	\$	411.10
Air Liquide Canada Inc	3	\$	330.34
Alberta Fire Chiefs Association	1	\$	424.42
ALS Canada Ltd.	6	\$	7,099.16
Alumichem Canada Inc.	1	\$	211.07
Ance Building Services Co. Inc.	1	\$	157.50
Andex Equipment Rentals	3	\$	2,176.78
Andrew Sheret Ltd	5	\$	2,848.44
Applied Industrial Technologies	1	\$	657.88
Arrow Lakes Caribou Society	1	\$	5,000.00
Arrow Mountain Carwash & Mini Storage Ltd	3	\$	9,450.00
Arrow Professional Landscaping	1	\$	1,800.75
Associated Fire Safety Equipment	3	\$	3,898.30
Authorized Security Ltd.	1	\$	252.00
B.C. Scale Co. Ltd.	1	\$	4,734.02
Balfour Gill And Gift	1	\$	1,723.78
BC Hydro & Power Authority	1	\$	2,141.29
BC Transit	1	\$	4,602.98
Bears Furniture and Appliances	1	\$	549.37
Bencor Industries Ltd.	2	\$	1,024.07
Bill's Heavy Duty Enterprises (2004) Ltd.	2	\$	267.65
Black Press Group Ltd	1	\$	6,076.21
Blow, Eric	1	\$	301.28
Brandt Tractor Ltd	1	\$	129.05
Brenntag Canada Inc	1	\$	1,852.19
Brogan Fire & Safety	2	\$	2,724.75
Burton Internet Society	1	\$	39.20
C.A. Fischer Lumber Co. Ltd.	3	\$	73.60
Canadian Centre for Occupational Health and Safety	4	\$	75.00
Canadian Linen & Uniform	2	\$	158.16
Canadian Red Cross	1	\$	1,121.49
CanGas Propane Inc.	15	\$	7,220.24
Cantac Machining Ltd	1	\$	1,443.75
Carey McIver & Associates Ltd.	1	\$	2,407.13
Caro Analytical Services	1	\$	158.50
Cascade Lock & Safe	1	\$	8.96
Case Grypma Mechanical LTD	1	\$	562.54
Casemore, Adam	1	\$	152.50
Castlegar & District Hospital Foundation	1	\$	5,028.73
Castlegar, City Of	4	\$	6,581.02
CDW Canada Corp	2	\$	2,464.96
Central Kootenay Invasive Species Society	1	\$	762.32
Central Kootenay Invasive Species Society	2	\$	3,938.00
Centrix Control Solutions LP	1	\$	163.52
Cintas Canada Ltd Location 889	1	\$	131.90
Cleartech Industries Inc	4	\$	6,918.86
Coleman Excavating	1	\$	472.50
College Of The Rockies	3	\$	646.00
Columbia Basin Broadband Corporation	4	\$	2,788.80
Columbia Wireless Inc	7	\$	576.80
Comer, Jennifer L	1	\$	152.50
Corazon Youth Choir-Grants	1	\$	400.00
Cover Architectural Collaborative Inc.	1	\$	641.03
Cowan's Office Supplies	28	\$	7,154.74
Cranbrook Water Conditioning Ltd.	7	\$	319.16
Crawford Bay Store	5	\$	445.83
Crescent Bay Construction Ltd	1	\$	662.34
Crescent Valley Community Hall Society	2	\$	4,200.00
Creston Card & Stationery	4	\$	284.03
Creston Valley Advance	1	\$	58.00
Creston Valley Chamber Of Commerce	1	\$	2,651.25
Creston, Town Of	2	\$	3,662.52

Remaining 20% of payments by value	Number of Payments		Value
	900	\$	
Cunningham, Hans	2	\$	79.30
Cupe Local 2262	5	\$	10,464.77
Cupe Local 748	5	\$	4,249.76
CWMM Consulting Engineers Ltd.	1	\$	682.50
DataCore Mail Management Ltd.	1	\$	4,709.87
Dave's Plumbing Ltd	3	\$	6,343.76
DB Perks & Associates Ltd	1	\$	811.06
Deboon, Arnold	1	\$	265.00
Dewar, Tayten	1	\$	25.00
DHC Communications Inc	1	\$	976.53
Dickieson, Nicole	1	\$	115.90
Distributel Communications Limited	1	\$	330.05
Doran, Andrew	1	\$	382.83
Doug'S Disposal Service	2	\$	260.82
Downtown Automotive	1	\$	644.35
Durning, Stuart	1	\$	150.67
Dye, Shane	1	\$	356.20
East Shore Internet Society	2	\$	112.00
East Shore Mainstreet	1	\$	52.50
East Shore Trail & Bike Association	1	\$	1,730.00
EECOL Electric Corp.	1	\$	445.27
Emco Corporation	1	\$	2,912.42
Esovoloff, Darren	1	\$	11.17
Expresslane Deliveries	1	\$	310.80
Factor 5 Group Inc	1	\$	7,822.50
Fanthorpe, Jill	1	\$	21.42
Faust, Ramona	1	\$	45.14
Federated Co-Operatives Ltd	4	\$	1,541.14
Fields Forward	2	\$	3,071.00
Figure 11 Consulting Inc.	1	\$	315.00
Five Star Uniforms	1	\$	751.70
FortisBC - Electricity	39	\$	21,451.90
Four Star Communications Inc	1	\$	115.50
Fraser Valley Building Supplies Inc.	7	\$	195.29
French, Angela	1	\$	452.35
Fulton & Company LLP	1	\$	7,761.60
G and W Lawncare	1	\$	90.00
Gain, Thomas Scott	1	\$	1,172.50
GFL Environmental Inc.	20	\$	39,040.36
GHG Accounting Services Ltd.	1	\$	1,731.45
Gilbert Parts Depot	1	\$	30.81
Glendale Tire Ltd.	1	\$	112.00
Global Industrial Canada	1	\$	44.03
Globalstar Canada Satellite Co	1	\$	1,276.80
Goat Mountain Enterprises Ltd	1	\$	1,557.15
GoTo Technologies Canada Ltd.	2	\$	1,261.12
Gray's Contracting	1	\$	155.40
Greene, Gregory	2	\$	1,085.12
Guille, Pam	1	\$	1,365.00
Guillevin International Inc	1	\$	2.60
Hach Sales and Service Canada Ltd	2	\$	336.50
Haire, Marjorie	1	\$	102.90
Hall Printing	12	\$	4,607.92
Harrison Fitness Services Inc.	1	\$	340.85
Heavy Metal Company	1	\$	4,568.55
Hewat, Suzan	1	\$	85.40
Hicks, Josef P	1	\$	205.76
Hitchon, William DBA: 5th Gear	1	\$	2,600.00
Hi-Way 9 Express Ltd	1	\$	25.64
Hufty's Leasing Ltd	1	\$	497.88
Hughes, Joseph	3	\$	1,705.53
Hume Hotel	1	\$	109.50
HuskyPro	1	\$	1,872.36
Huybregts, Ian	2	\$	403.82
Hywood Truck & Equipment Ltd	6	\$	9,835.91
I.T. Blueprint Solutions Consulting Inc.	3	\$	1,102.50
ICONIX Waterworks Ltd Partnership	3	\$	1,750.39
In the Air Networks	1	\$	89.60
Infosat Communications	1	\$	251.12

Remaining 20% of payments by value	Number of Payments		Value
	900	\$	
Inland Allcare	20	\$	6,311.03
Inonoaklin Recreation Commission	1	\$	2,134.00
Insight Canada Inc.	2	\$	861.74
Insurance Corporation of BC	4	\$	1,865.00
Interior Health Authority - Environmental Health	1	\$	126.00
Iridia Medical	1	\$	568.34
Iron Mountain	1	\$	36.70
ITM Instruments Inc	1	\$	811.83
Jackman, Garry	1	\$	79.30
Jackson, Jon	1	\$	150.00
Jakubow Enterprises Ltd o/a Canadian Tire Castlegar (492)	15	\$	1,800.88
Johnson, Chris	1	\$	86.94
K. S. Enterprises	1	\$	2,754.08
Kal Tire (Nelson)	2	\$	2,574.79
Kaslo Building Maintenance	1	\$	535.50
Kaslo Home Hardware	2	\$	379.74
Kaslo Infonet Society	1	\$	72.69
Kaslo Pump	1	\$	182.54
Kaslo, Village Of	2	\$	162.21
Kathy Gordon's Cleaning Services	5	\$	608.75
Kelly's Maintenance and Services	1	\$	2,625.00
KEM Services	1	\$	6,066.80
Kemlee Equipment Ltd	1	\$	271.08
Kendrick Equipment (2003) Ltd	1	\$	3,017.04
Kennlyn Enterprises	1	\$	257.60
Keystone Contracting Ltd.	1	\$	2,047.50
Kilburn, Jackie	1	\$	1,650.00
Kite Refrigeration	1	\$	582.75
Kokanee Fire & Safety Ltd.	3	\$	2,225.98
Kokanee Ford Sales Ltd.	3	\$	662.55
Kone Inc	1	\$	4,809.62
Kootenay Carshare Cooperative	2	\$	1,184.86
Kootenay Containers	1	\$	8,064.00
Kootenay Industrial Supply Ltd	6	\$	3,154.80
Kootenay Technical Surveys Inc	1	\$	1,260.00
Kootenay Valley Water & Spas	4	\$	116.35
KTI Limited	1	\$	44.80
Kyle Parks Arborist	1	\$	840.00
Lectric Ave Electronics	1	\$	313.57
Lesperance Mendes	1	\$	8,996.86
Lidstone & Company	2	\$	860.73
Lifesaving Society	2	\$	167.00
Lillies, Rebecca	1	\$	307.48
Little h Design Works	5	\$	4,504.51
Lockwood, Diana LD	2	\$	100.04
Lordco Parts Ltd	8	\$	940.33
Lorencz, Cal	1	\$	46.97
M'akola Development Services	1	\$	2,310.00
Maher, Phill	1	\$	1,014.62
Main, Leah	2	\$	236.68
Manhas, Simran	1	\$	37.54
Martech Motor Winding Ltd	2	\$	8,523.43
Martin & Levesque Inc	1	\$	314.39
Masse Enviromental Consultants Ltd.	1	\$	876.07
Mayday Electric Ltd	3	\$	2,427.19
Mearl's Machine Works Ltd	1	\$	735.84
Mid Town Motors	1	\$	1,027.77
Mills Bros Construction Ltd	1	\$	976.50
Mills Office Productivity	3	\$	528.00
Minister of Finance	2	\$	6,884.10
Minister Of Finance - Product Distribution Centre	5	\$	1,272.91
Mitchell Supply Ltd	5	\$	364.59
Moreira, Maxine	2	\$	40.00
Moss, Colin	1	\$	122.00
Mountain Valley Station	3	\$	372.44
MyZone Media Inc.	1	\$	720.92
Nakusp Elementary School SD10	1	\$	1,000.00
Nakusp Rail Society	1	\$	1,000.00
Nakusp Rotary Club	1	\$	2,000.00

Remaining 20% of payments by value	Number of Payments		Value
	900	\$	
Nanaimo, City of	10	\$	4,272.98
Navigata Communications Ltd. dba ThinkTel	1	\$	15.35
Neighbours Connecting Neighbours	1	\$	2,500.00
Nelco Marine	1	\$	79.67
Nelson Building Centre Ltd	14	\$	700.61
Nelson Farmers Supply Ltd	9	\$	838.56
Nelson Hydro	19	\$	8,410.88
Nelson Leafs Hockey Society	1	\$	6,279.00
Nelson Toyota	2	\$	1,086.51
Nelson, City Of	9	\$	8,541.78
North Kootenay Lake Community Services Society	1	\$	1,406.10
North Shore Water Utility Nelson Ltd.	1	\$	462.00
Northtown Rental & Sales	1	\$	57.07
Oosthuizen, David	1	\$	120.00
Orkin Canada Corporation	2	\$	486.52
Oso Negro	1	\$	34.00
Overland West Freight Lines Ltd	3	\$	1,943.09
Paragon Micro Canada	1	\$	2,933.81
Passmore Laboratory Ltd	5	\$	1,000.00
Pennywise	3	\$	1,787.29
Peterson, Paul	1	\$	228.14
Pilla, Megan	1	\$	225.00
Pitbull Contracting Ltd	1	\$	1,317.40
Popoff, Walter A	2	\$	75.64
Prestige Lakeside Resort	1	\$	1,779.30
Prism Engineering	1	\$	8,381.52
Purolator Inc	4	\$	294.82
Pyramid Building Supplies	5	\$	88.07
RC Strategies Inc.	1	\$	646.80
Receiver General	1	\$	1,080.96
Reliance Office Services Ltd	1	\$	2,415.00
Renata Development Society	1	\$	997.50
Rescue Canada Resource Group Inc	1	\$	5,512.50
ResQtech Systems Inc	2	\$	3,630.90
Rfs Canada	9	\$	8,590.07
Ricoh Canada Inc	2	\$	127.42
Riondel Cable Society	2	\$	80.00
Riverside Farm	4	\$	6,267.72
Roadpost Inc. T46274	2	\$	692.88
Robson Recreation Society	1	\$	850.00
Rocky Mountain Agencies	4	\$	15,119.64
Rocky Mountain Phoenix	10	\$	16,309.82
Royal Canadian Legion #170 Castlegar/Robson	1	\$	50.00
Royal Canadian Legion Branch #51	1	\$	50.00
Royal E Holdings Ltd -Nelson Onsite Solutions	2	\$	4,200.01
Rye, Daniel H	2	\$	109.80
Rye, Kristine	1	\$	100.00
Salmo Valley Newsletter	1	\$	80.00
Salmo Valley Youth & Community Centre	1	\$	866.67
Santos, Wanda	1	\$	150.00
Scheller, Rebecca	2	\$	1,268.09
Secure By Design	1	\$	61.60
Selkirk College (Nelson)	1	\$	894.00
Selkirk Concert Society	1	\$	1,000.00
Selkirk Security Services Ltd	7	\$	2,013.89
Sfj Inc	1	\$	3,907.22
Shaw Buisness A division of Shaw Telecom G.P.	1	\$	1,039.07
Shaw Cable	25	\$	3,851.94
Shulman, Barak	1	\$	167.50
Silverking Contracting	1	\$	985.60
Silverking Small Engine	1	\$	201.78
Sk Electronics Ltd	16	\$	6,966.06
Slocan Park Community Hall Society	1	\$	656.37
Slocan, Village Of	1	\$	356.88
SLR Consulting (Canada) Ltd.	2	\$	8,439.97
Smith, Ricky	2	\$	116.74
Smokey Creek Salvage	1	\$	336.00
Snell, David	1	\$	25.00
Sommerfeldt, Jacob	1	\$	477.52

Remaining 20% of payments by value	Number of Payments		Value
	900	\$	
SOS 4 Kids Inc	1	\$	402.20
South Kootenay Lake Community Service Society	1	\$	1,400.00
Speedpro Signs	1	\$	1,448.54
Speedpro Signs (Trail)	1	\$	389.76
Stafford Welding	1	\$	651.00
Sterling Backcheck Canada Corp.	1	\$	341.65
Stewart Mcdannold Stuart	1	\$	1,419.61
Stimac, Josip	1	\$	75.00
Storey, Bryan	1	\$	50.00
Studio 9 Architecture & Planning Ltd	1	\$	7,309.31
Sun Life Assurance Company of Canada	2	\$	1,211.07
Sundry Vendor	45	\$	32,114.29
Swamp Creek Ventures	1	\$	1,060.28
Swift Internet	4	\$	291.20
Taghum Shell (1997)	9	\$	1,004.87
Teck Metals Ltd	1	\$	1,050.00
Telus Communications Inc	5	\$	6,872.54
Tenaquip Industrial Distribution	1	\$	166.06
The F.I.R.M. Inc.	1	\$	735.00
Thiele, Dustin	3	\$	705.00
Thiessen, Garry	1	\$	3,045.00
Thurber Engineering Ltd.	2	\$	1,535.63
Tip-it Waste Solutions Inc.	3	\$	1,338.02
Traczyk, Lynn M	1	\$	179.00
Trane Canada ULC	1	\$	2,066.93
Trowalex Equipment Rentals And Sales	4	\$	2,343.94
Tu-Dor Lock & Safe Ltd	5	\$	435.64
Uline Canada Corporation	1	\$	335.15
Ups Canada	1	\$	140.90
Urban Systems Ltd.	1	\$	740.25
Valley Community Services Society	1	\$	1,635.70
Valley Voice Ltd	3	\$	2,018.20
Van Kam Freightways Ltd	2	\$	608.98
Vanderzwaag, Bob	2	\$	765.68
VanRuyskensvelde, Christy	1	\$	164.85
Versa-Task Services	1	\$	690.00
VH Sporte Canada	13	\$	3,901.76
Vista Radio Ltd	4	\$	3,306.45
Vousden, Jodi	1	\$	221.37
W.H. Excavating	1	\$	401.63
Waldroff, Collin	1	\$	24.31
Wall, Tanya	1	\$	152.50
Waste Management	7	\$	3,081.15
Watson, Aimee	2	\$	268.40
Weber, Matthew J	1	\$	922.24
Wesco Distribution-Canada Inc	4	\$	23.15
West Kootenay Cleaners	1	\$	1,940.40
Western Auto Wreckers (1974) Ltd	1	\$	378.00
WEX Canada Ltd.	1	\$	3,317.86
WFR Wholesale Fire & Rescue Ltd	5	\$	6,800.06
Winlaw Mini-Mart	1	\$	140.06
Wolseley Waterworks Branch	1	\$	113.12
Wood Wyant Inc	5	\$	2,755.25
Wood, Graeme	1	\$	100.00
Work It Out Fitness Inc.	1	\$	1,225.00
Xplore Inc.	1	\$	111.44
Yellow Line Traffic Control	1	\$	687.75
Yellow Pages Group	1	\$	0.53
Yurick, Nicolas	1	\$	134.20
Zap Welding	1	\$	112.00
Zeebest Plastics of Canada Inc.	1	\$	2,214.62
Zone West Enterprises Ltd	4	\$	3,148.32

Employees and Directors October 2022

Directors	Number of Payments		Value
	25		3,710
Casemore, Adam	1	\$	152.50
Comer, Jennifer L	1	\$	152.50
Cunningham, Hans	2	\$	79.30
Faust, Ramona	1	\$	45.14
Hewat, Suzan	1	\$	85.40
Hughes, Joseph	3	\$	1,705.53
Jackman, Garry	1	\$	79.30
Lockwood, Diana LD	2	\$	100.04
Main, Leah	2	\$	236.68
Moss, Colin	1	\$	122.00
Peterson, Paul	1	\$	228.14
Popoff, Walter A	2	\$	75.64
Rye, Daniel H	2	\$	109.80
Smith, Ricky	2	\$	116.74
Wall, Tanya	1	\$	152.50
Watson, Aimee	2	\$	268.40

Employees	Number of Payments		Value
	39	\$	10,053
Blow, Eric	1	\$	301.28
Dewar, Tayten	1	\$	25.00
Dickieson, Nicole	1	\$	115.90
Doran, Andrew	1	\$	382.83
Durning, Stuart	1	\$	150.67
Dye, Shane	1	\$	356.20
Esovoloff, Darren	1	\$	11.17
Fanthorpe, Jill	1	\$	21.42
French, Angela	1	\$	452.35
Greene, Gregory	2	\$	1,085.12
Haire, Marjorie	1	\$	102.90
Hicks, Josef P	1	\$	205.76
Huybregts, Ian	2	\$	403.82
Jackson, Jon	1	\$	150.00
Johnson, Chris	1	\$	86.94
Lillies, Rebecca	1	\$	307.48
Lorencz, Cal	1	\$	46.97
Maher, Phill	1	\$	1,014.62
Manhas, Simran	1	\$	37.54
Oosthuizen, David	1	\$	120.00
Rye, Kristine	1	\$	100.00
Scheller, Rebecca	2	\$	1,268.09
Shulman, Barak	1	\$	167.50
Snell, David	1	\$	25.00
Sommerfeldt, Jacob	1	\$	477.52
Stimac, Josip	1	\$	75.00
Storey, Bryan	1	\$	50.00
Traczyk, Lynn M	1	\$	179.00
Vanderzwaag, Bob	2	\$	765.68
VanRuyskensvelde, Christy	1	\$	164.85
Vousden, Jodi	1	\$	221.37
Waldroff, Collin	1	\$	24.31
Weber, Matthew J	1	\$	922.24
Wood, Graeme	1	\$	100.00
Yurick, Nicolas	1	\$	134.20

Accounts Payable for October 2022 Breakdown by Type of Payment

Discretionary, Community Development, and Other Grants	Number of Payments		\$	283,747
	25			
Arrow Lakes Caribou Society	1		\$	5,000.00
Castlegar & District Hospital Foundation	1		\$	5,028.73
Central Kootenay Invasive Species Society	2		\$	3,938.00
Corazon Youth Choir-Grants	1		\$	400.00
East Shore Trail & Bike Association	1		\$	1,730.00
Edgewood Volunteer Fire Department	1		\$	9,700.00
Fields Forward	2		\$	3,071.00
Inonoaklin Recreation Commission	1		\$	2,134.00
Kaslo & District Arena Association	1		\$	54,000.00
Nakusp Elementary School SD10	1		\$	1,000.00
Nakusp Rail Society	1		\$	1,000.00
Nakusp Rotary Club	1		\$	2,000.00
Neighbours Connecting Neighbours	1		\$	2,500.00
North Kootenay Lake Community Services Society	1		\$	1,406.10
Renata Development Society	1		\$	997.50
Robson Recreation Society	1		\$	850.00
Salmo Public Library Association	1		\$	90,948.70
Salmo Valley Youth & Community Centre	1		\$	55,130.00
Selkirk Concert Society	1		\$	1,000.00
South Kootenay Lake Community Service Society	1		\$	1,400.00
Valley Community Services Society	1		\$	1,635.70
Yahk-Kingsgate Recreation Society	2		\$	38,877.18

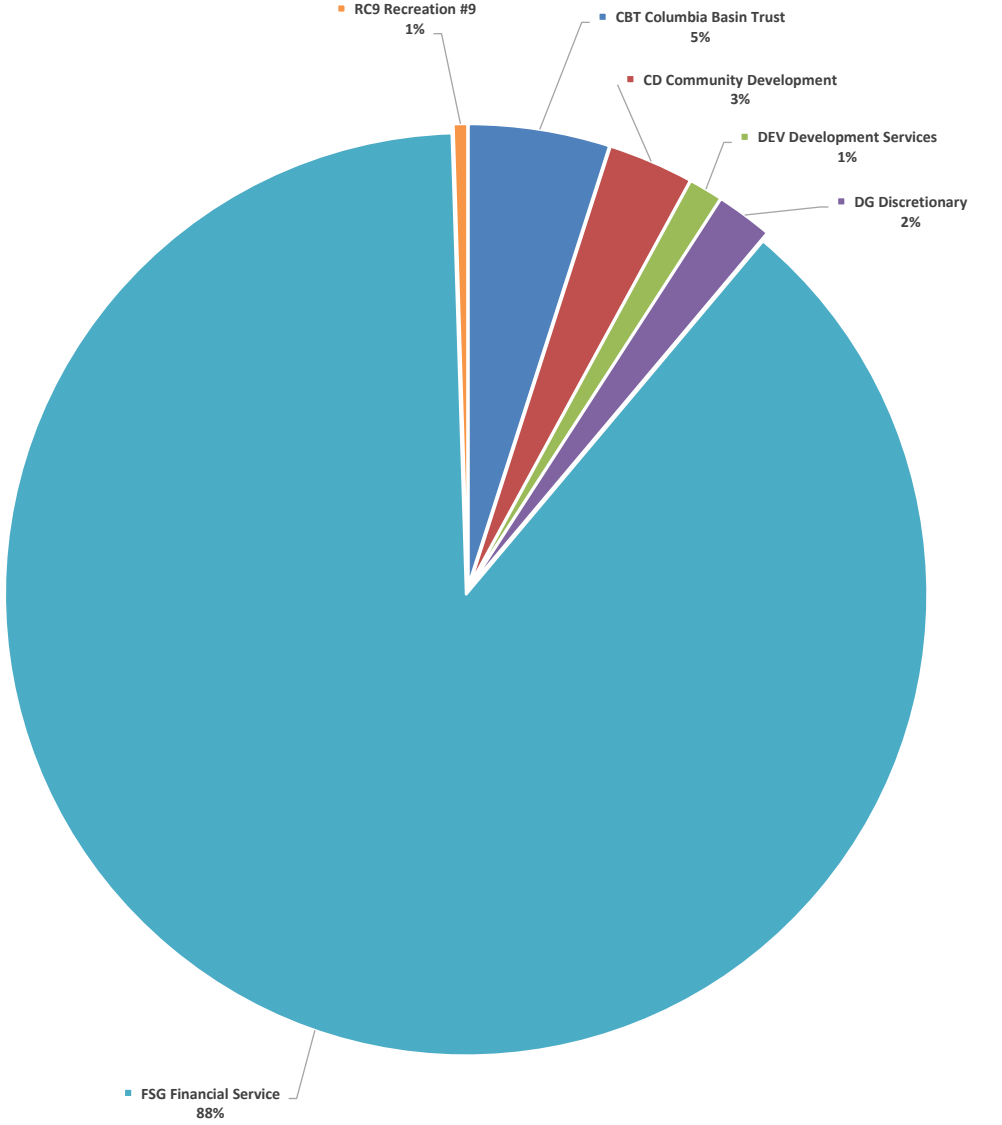
All Other Vendors	Number of Payments		\$	Value	3,011,433
	870				
1597274 Alberta Ltd.	1		\$	1,575.00	
2 Pump Paul's Gas and Snacks	1		\$	624.32	
ACE Courier Services	9		\$	411.10	
Air Liquide Canada Inc	3		\$	330.34	
Alberta Fire Chiefs Association	1		\$	424.42	
Alfred Horie Construction Co. Ltd.	1		\$	121,235.47	
ALS Canada Ltd.	6		\$	7,099.16	
Alumichem Canada Inc.	1		\$	211.07	
Ance Building Services Co. Inc.	1		\$	157.50	
Andex Equipment Rentals	3		\$	2,176.78	
Andrew Sheret Ltd	5		\$	2,848.44	
Applied Industrial Technologies	1		\$	657.88	
Arrow Lakes Aggregates	1		\$	17,944.82	
Arrow Mountain Carwash & Mini Storage Ltd	3		\$	9,450.00	
Arrow Professional Landscaping	1		\$	1,800.75	
Associated Fire Safety Equipment	3		\$	3,898.30	
Authorized Security Ltd.	1		\$	252.00	
B.C. Scale Co. Ltd.	1		\$	4,734.02	
Balfour Gill And Gift	1		\$	1,723.78	
BC Hydro & Power Authority	1		\$	2,141.29	
BC Transit	5		\$	166,987.90	
Bears Furniture and Appliances	1		\$	549.37	
Bencor Industries Ltd.	2		\$	1,024.07	
BGC Engineering Inc.	1		\$	64,745.36	
BI Purewater	1		\$	13,921.72	
Bill's Heavy Duty Enterprises (2004) Ltd.	2		\$	267.65	
Black Press Group Ltd	2		\$	27,988.24	
Border Holdings Ltd.	2		\$	770,868.13	
Brandt Tractor Ltd	1		\$	129.05	
Brenntag Canada Inc	1		\$	1,852.19	
Brogan Fire & Safety	2		\$	2,724.75	
Burton Internet Society	1		\$	39.20	
C.A. Fischer Lumber Co. Ltd.	3		\$	73.60	
Canadian Centre for Occupational Health and Safety	4		\$	75.00	
Canadian Linen & Uniform	2		\$	158.16	
Canadian Red Cross	1		\$	1,121.49	
CanGas Propane Inc.	15		\$	7,220.24	
Cantac Machining Ltd	1		\$	1,443.75	
Carey McIver & Associates Ltd.	1		\$	2,407.13	
Caro Analytical Services	1		\$	158.50	
Cascade Lock & Safe	1		\$	8.96	
Case Grypma Mechanical LTD	1		\$	562.54	
Castlegar, City Of	4		\$	6,581.02	
Cathro Consulting Ltd	1		\$	14,280.00	
CDW Canada Corp	2		\$	2,464.96	
Central Kootenay Garbage Club	1		\$	9,817.50	
Central Kootenay Invasive Species Society	2		\$	11,131.07	
Centrix Control Solutions LP	1		\$	163.52	
Cintas Canada Ltd Location 889	1		\$	131.90	
Cleartech Industries Inc	4		\$	6,918.86	
Coleman Excavating	1		\$	472.50	
College Of The Rockies	3		\$	646.00	
Columbia Basin Broadband Corporation	4		\$	2,788.80	
Columbia Wireless Inc	7		\$	576.80	
Cover Architectural Collaborative Inc.	1		\$	641.03	
Cowan's Office Supplies	28		\$	7,154.74	
Cranbrook Water Conditioning Ltd.	7		\$	319.16	
Crawford Bay Store	5		\$	445.83	
Crescent Bay Construction Ltd	1		\$	662.34	
Crescent Valley Community Hall Society	2		\$	4,200.00	
Creston Card & Stationery	4		\$	284.03	
Creston Valley Advance	1		\$	58.00	
Creston Valley Chamber Of Commerce	1		\$	2,651.25	

All Other Vendors	Number of Payments		Value
	870	\$	
			3,011,433
Creston, Town Of	2	\$	3,662.52
Cupe Local 2262	5	\$	10,464.77
Cupe Local 748	5	\$	4,249.76
CWMM Consulting Engineers Ltd.	1	\$	682.50
DataCore Mail Management Ltd.	1	\$	4,709.87
Dave's Plumbing Ltd	3	\$	6,343.76
DB Perks & Associates Ltd	1	\$	811.06
Deboon, Arnold	1	\$	265.00
DHC Communications Inc	1	\$	976.53
Distributel Communications Limited	1	\$	330.05
Doug'S Disposal Service	2	\$	260.82
Downtown Automotive	1	\$	644.35
East Shore Internet Society	2	\$	112.00
East Shore Mainstreet	1	\$	52.50
EECOL Electric Corp.	1	\$	445.27
Emco Corporation	1	\$	2,912.42
Expresslane Deliveries	1	\$	310.80
Factor 5 Group Inc	1	\$	7,822.50
Federated Co-Operatives Ltd	4	\$	1,541.14
Figure 11 Consulting Inc.	1	\$	315.00
Five Star Uniforms	1	\$	751.70
FortisBC - Electricity	41	\$	50,641.31
Fortisbc - Natural Gas	2	\$	21,586.78
Four Star Communications Inc	1	\$	115.50
Fraser Valley Building Supplies Inc.	7	\$	195.29
Fulton & Company LLP	1	\$	7,761.60
G and W Lawncare	1	\$	90.00
Gain, Thomas Scott	1	\$	1,172.50
GFL Environmental Inc.	29	\$	207,841.68
GHG Accounting Services Ltd.	1	\$	1,731.45
Gilbert Parts Depot	1	\$	30.81
Glendale Tire Ltd.	1	\$	112.00
Global Industrial Canada	1	\$	44.03
Globalstar Canada Satellite Co	1	\$	1,276.80
Goat Mountain Enterprises Ltd	1	\$	1,557.15
GoTo Technologies Canada Ltd.	2	\$	1,261.12
Grant Thornton LLP	4	\$	55,440.00
Gray's Contracting	1	\$	155.40
Guille, Pam	1	\$	1,365.00
Guillevin International Inc	1	\$	2.60
Hach Sales and Service Canada Ltd	2	\$	336.50
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Iridia Medical	1	\$	568.34
Iron Mountain	1	\$	36.70
ITM Instruments Inc	1	\$	811.83
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KTI Limited	1	\$	44.80
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Lectric Ave Electronics	1	\$	313.57
Leko Precast Ltd.	1	\$	9,016.00
Lesperance Mendes	1	\$	8,996.86
Lidstone & Company	2	\$	860.73
Lifesaving Society	2	\$	167.00

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M'akola Development Services	1	\$	2,310.00
Martech Motor Winding Ltd	2	\$	8,523.43
Martin & Levesque Inc	1	\$	314.39
Masse Enviromental Consultants Ltd.	1	\$	876.07
Mayday Electric Ltd	3	\$	2,427.19
MCL Group Ltd.	1	\$	320,311.45
Mearl's Machine Works Ltd	1	\$	735.84
Mid Town Motors	1	\$	1,027.77
Mills Bros Construction Ltd	1	\$	976.50
Mills Office Productivity	3	\$	528.00
Minister of Finance	2	\$	6,884.10
Minister Of Finance - Product Distribution Centre	5	\$	1,272.91
Mitchell Supply Ltd	5	\$	364.59
Moreira, Maxine	2	\$	40.00
Mountain Valley Station	3	\$	372.44
MyZone Media Inc.	1	\$	720.92
Nanaimo, City of	10	\$	4,272.98
Navigata Communications Ltd. dba ThinkTel	1	\$	15.35
Nelco Marine	1	\$	79.67
Nelson Building Centre Ltd	14	\$	700.61
Nelson Farmers Supply Ltd	9	\$	838.56
Nelson Hydro	20	\$	36,087.45
Nelson Leafs Hockey Society	1	\$	6,279.00
Nelson Toyota	2	\$	1,086.51
Nelson, City Of	10	\$	21,500.78
North Shore Water Utility Nelson Ltd.	1	\$	462.00
Northtown Rental & Sales	1	\$	57.07
Orkin Canada Corporation	2	\$	486.52
Oso Negro	1	\$	34.00
Overland West Freight Lines Ltd	3	\$	1,943.09
Paragon Micro Canada	2	\$	13,243.23
Passmore Laboratory Ltd	5	\$	1,000.00
Pennywise	3	\$	1,787.29
Pilla, Megan	1	\$	225.00
Pitbull Contracting Ltd	1	\$	1,317.40
Prestige Lakeside Resort	1	\$	1,779.30
Prism Engineering	1	\$	8,381.52
Purolator Inc	4	\$	294.82
Pyramid Building Supplies	5	\$	88.07
RC Strategies Inc.	1	\$	646.80
Read Jones Christoffersen Ltd.	1	\$	34,021.61
Receiver General	1	\$	1,080.96
Reliance Office Services Ltd	1	\$	2,415.00
Rescue Canada Resource Group Inc	1	\$	5,512.50
ResQtech Systems Inc	2	\$	3,630.90
Rfs Canada	9	\$	8,590.07
Ricoh Canada Inc	2	\$	127.42
Riondel Cable Society	2	\$	80.00
Riverside Farm	4	\$	6,267.72
Roadpost Inc. T46274	2	\$	692.88
Rocky Mountain Agencies	4	\$	15,119.64
Rocky Mountain Phoenix	10	\$	16,309.82
Royal Canadian Legion #170 Castlegar/Robson	1	\$	50.00
Royal Canadian Legion Branch #51	1	\$	50.00
Royal E Holdings Ltd -Nelson Onsite Solutions	2	\$	4,200.01
Salmo Valley Newsletter	1	\$	80.00
Salmo Valley Youth & Community Centre	1	\$	866.67
Santos, Wanda	1	\$	150.00
Secure By Design	1	\$	61.60
Selkirk College (Nelson)	1	\$	894.00
Selkirk Security Services Ltd	7	\$	2,013.89
Sfj Inc	1	\$	3,907.22
Shaw Buisness A division of Shaw Telecom G.P.	1	\$	1,039.07
Shaw Cable	25	\$	3,851.94
Silverking Contracting	1	\$	985.60
Silverking Small Engine	1	\$	201.78
Sk Electronics Ltd	16	\$	6,966.06
Slocan Park Community Hall Society	1	\$	656.37
Slocan, Village Of	1	\$	356.88
SLR Consulting (Canada) Ltd.	4	\$	33,707.53
Smokey Creek Salvage	1	\$	336.00
SOS 4 Kids Inc	1	\$	402.20
Speedpro Signs	1	\$	1,448.54
Speedpro Signs (Trail)	1	\$	389.76
Sperling Hansen Associates Inc	1	\$	19,459.81
SRK Consulting (Canada) Inc.	1	\$	68,058.72
Stafford Welding	1	\$	651.00
Sterling Backcheck Canada Corp.	1	\$	341.65
Stewart Mcdannold Stuart	1	\$	1,419.61
Studio 9 Architecture & Planning Ltd	1	\$	7,309.31
Sun Life Assurance Company of Canada	2	\$	1,211.07
Sundry Vendor	45	\$	32,114.29
Swamp Creek Ventures	1	\$	1,060.28
Swift Internet	4	\$	291.20
Taghum Shell (1997)	9	\$	1,004.87
Teck Metals Ltd	1	\$	1,050.00
Telus Communications Inc	5	\$	6,872.54
Tenaquip Industrial Distribution	1	\$	166.06
The F.I.R.M. Inc.	1	\$	735.00
Thiele, Dustin	3	\$	705.00
Thiessen, Garry	1	\$	3,045.00
Thurber Engineering Ltd.	2	\$	1,535.63
Tip-it Waste Solutions Inc.	3	\$	1,338.02

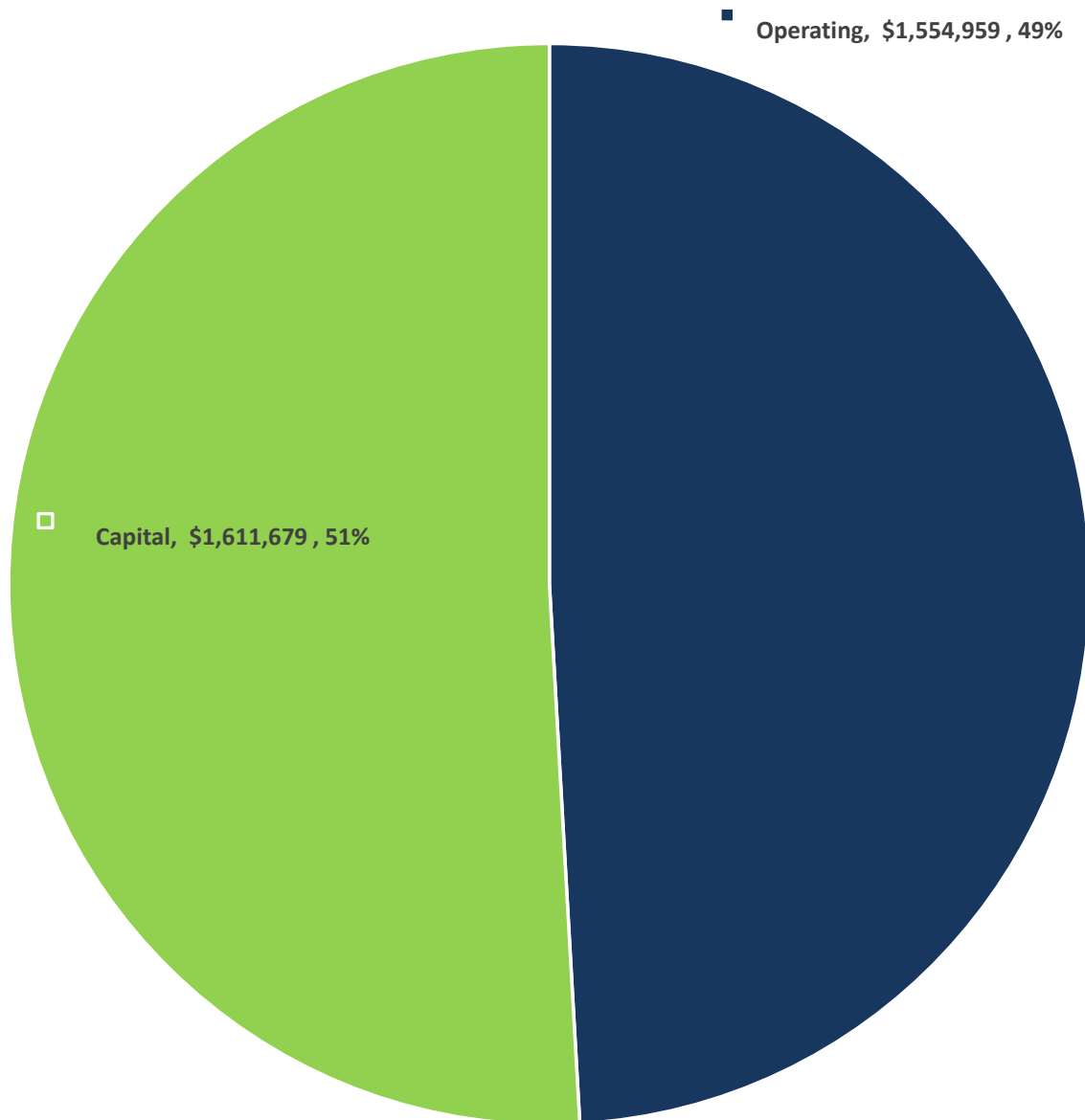
All Other Vendors	Number of Payments		Value
	870	\$	
Trane Canada ULC	1	\$	2,066.93
Tratech Mechanical Ltd	1	\$	12,377.70
Trowelx Equipment Rentals And Sales	4	\$	2,343.94
Tu-Dor Lock & Safe Ltd	5	\$	435.64
Uline Canada Corporation	1	\$	335.15
Ups Canada	1	\$	140.90
Urban Systems Ltd.	2	\$	10,988.78
Valley Voice Ltd	3	\$	2,018.20
Van Kam Freightways Ltd	2	\$	608.98
Versa-Task Services	1	\$	690.00
VH Sporte Canada	13	\$	3,901.76
Vista Radio Ltd	4	\$	3,306.45
W.H. Excavating	1	\$	401.63
Waste Management	7	\$	3,081.15
Wesco Distribution-Canada Inc	4	\$	23.15
West Kootenay Cleaners	1	\$	1,940.40
Western Auto Wreckers (1974) Ltd	1	\$	378.00
WEX Canada Ltd.	1	\$	3,317.86
WFR Wholesale Fire & Rescue Ltd	5	\$	6,800.06
Wild West Drilling Inc	1	\$	14,175.00
Wildland Recreation Solutions	1	\$	17,769.45
Winlaw Mini-Mart	1	\$	140.06
Wolseley Waterworks Branch	1	\$	113.12
Wood Wyant Inc	5	\$	2,755.25
Work It Out Fitness Inc.	1	\$	1,225.00
Xplore Inc.	1	\$	111.44
Yellow Line Traffic Control	1	\$	687.75
Yellow Pages Group	1	\$	0.53
Zap Welding	1	\$	112.00
Zeebest Plastics of Canada Inc.	1	\$	2,214.62
Z-KO Construction Ltd.	1	\$	9,000.00
Zone West Enterprises Ltd	4	\$	3,148.32

Grants by Type



- CBT Columbia Basin Trust
- CD Community Development
- DEV Development Services
- DG Discretionary
- FSG Financial Service
- RC9 Recreation #9

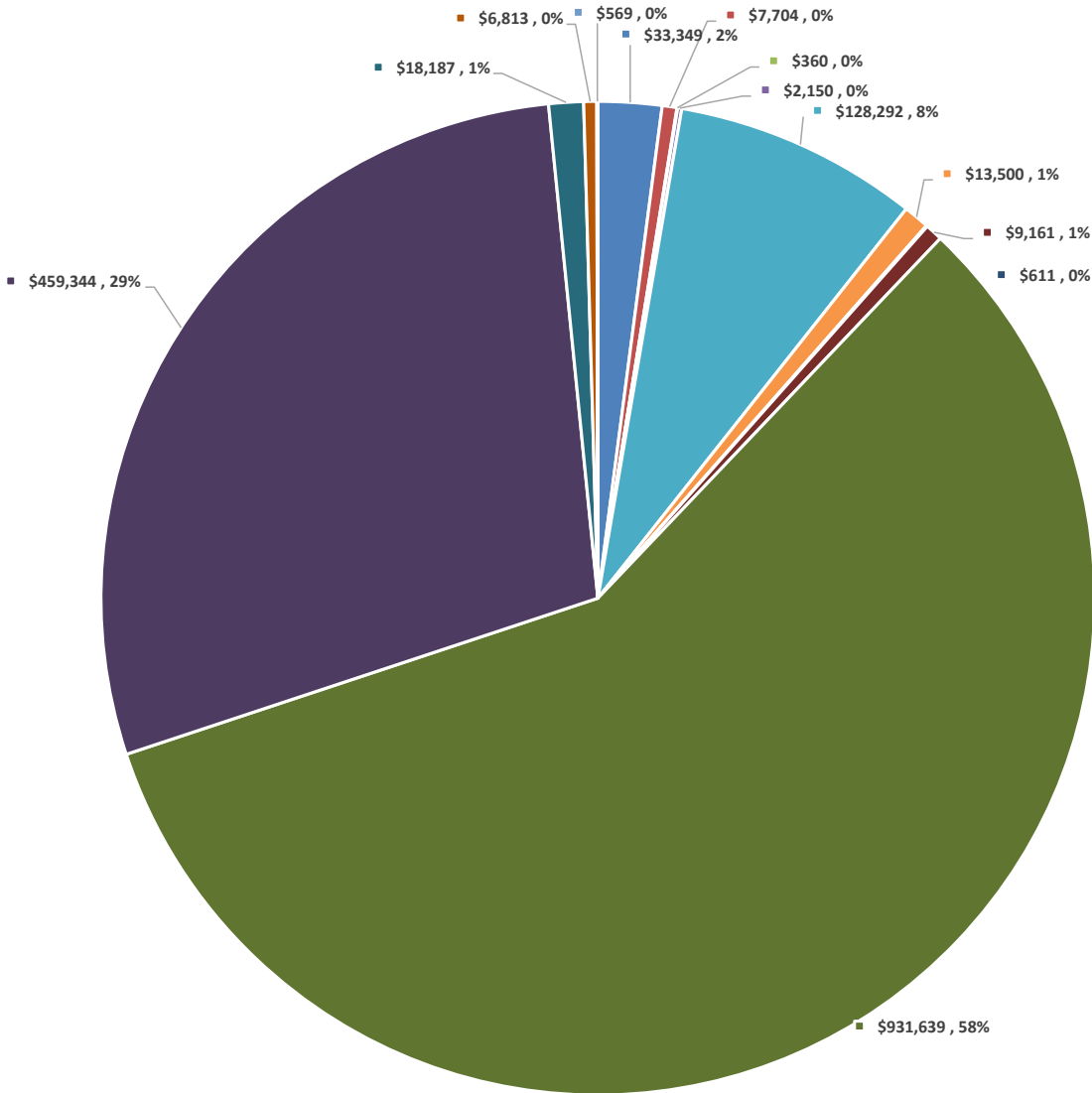
October 2022 Capital VS Operating Expenditures



■ Operating

■ Capital

October 2022 Capital by Service



- Arena (Castlegar Complex)-Castlegar and Areas I and J
- Fire Protection-Area I (Tarrys, Pass Creek)
- Fire Protection-Area J (Ootischenia)
- Fire Response - West Creston
- General Administration
- Organics Program – East Subregion
- Recreation Commission No.7-Salmo and Area G
- Recreation Facility-Creston and Areas B, C and Area A
- 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
- Regional Parks-Nelson, Salmo and Areas E, F and G
- Rural Administration
- Water Utility-Area F (Woodland Heights)



Committee Report

Date of Report: 09/29/ 2022
Date & Type of Meeting: 10/12/2022 Rural Affairs Committee
Author: Eileen Senyk, Planner
Subject: BYLAW AMENDMENT
File: Z2206J - TASSONE
Electoral Area/Municipality J

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is for the Rural Affairs Committee and RDCK Board to consider an application for land use bylaw amendments in Electoral Area 'J' to enable the construction of an accessory building with a 90 square metres, one bedroom secondary suite above.

In order for the zoning bylaw amendment to be considered, specific changes to the OCP are also required in order to ensure consistency.

Staff recommend that the Board give First and Second to Kootenay Columbia Rivers Official Community Plan Amendment Bylaw No. 2859, 2022 and Regional District of Central Kootenay Zoning Amendment Bylaw No. 2860, 2022 and refer to a public hearing.

SECTION 2: BACKGROUND/ANALYSIS

GENERAL INFORMATION

Property Owner: Bruno & Kimberley Tassone
Property Location: 1473 Meadowbrook Drive
Legal Description: Lot 1, District Lot 11912, Kootenay District, Plan EPP82210
Property Size: 0.79 hectares
Current Zoning: Rural Residential (R3)
Current Official Community Plan Designation: Rural Residential (RR)

SURROUNDING LAND USES

North: Rural Residential (R3)
East: City of Castlegar – Zoning Single Residential (R-1)
South: Rural Residential (R3)
West: Rural Residential (R3)

The property is located in Electoral Area 'J' but directly borders the City of Castlegar. It was part of a larger parcel that was subdivided into two lots in 2018. Existing development consists of a single family dwelling with private water and a private wastewater disposal system, which was designed to accommodate two dwellings. There is also a detached garage.

The proponents wish to remove the existing garage, and construct an accessory building with a one bedroom secondary suite above. This building form is also known as a carriage house. The existing Rural Residential (R3) zone restricts density to one dwelling on a minimum site area of 2 hectares. This parcel is 0.79 of a hectare. The R3 zone does not have a provision for carriage houses or secondary suites. The proposal is to rezone the subject property to Country Residential K (R2K) and further modify that zone to enable a secondary suite where it would otherwise not be possible due to the minimum lot size regulation for parcels not connected to community water and sewer. This modification would apply to Country Residential K (R2K) zone for the subject property only, and is commonly referred to as “site specific” zoning.

Official Community Plan Bylaw No. 1157 directs that in the Country Residential 2 land use designation, there shall be one dwelling per hectare of land. Therefore, a “site specific” amendment to the OCP is also required, and would be limited to the subject property.



Figure 1: Overview Map

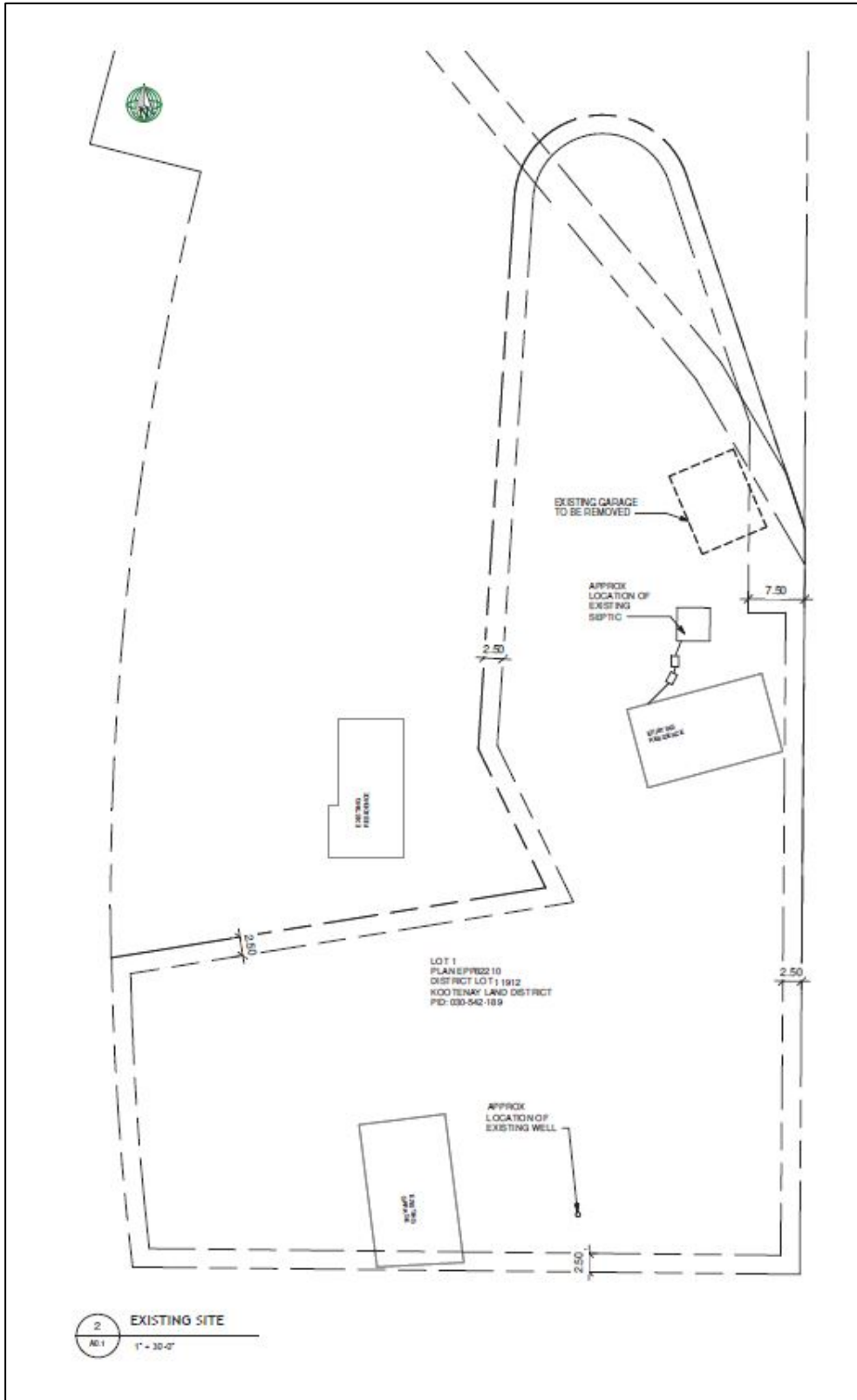


Figure 2: Site Plan



Figure 3: Existing Garage to be replaced by Accessory Building with Secondary Suite Above



Figure 4: Existing Two-Bedroom Dwelling



Figure 5; Facing North; both dwelling and garage visible in the image



Figure 6: Proposed accessory building with one bedroom secondary suite above – note that this is concept only and has not been approved by the RDCK building department.

Planning Policy

Kootenay-Columbia Rivers 1157, 1996

General Residential Policies:

3.2 General Residential Policies

3.2.4 Country Residential 2 Policies

3.2.4.1 The principal use shall be residential and/or agriculture.

3.2.4.2 One single detached dwelling or duplex shall be permitted per lot. In addition, if a lot is developed with a single detached dwelling, a manufactured home may be placed on the lot to provide temporary accommodation for a relative of the occupant of the principal dwelling. Lands within the Agricultural Land Reserve shall comply with the *Agricultural Land Commission Act, Regulations and Orders*.

3.2.4.3 The minimum lot size shall be one (1) hectare with the exception of Lot 19, District Lot 1239, Kootenay District Plan 5230 which shall be .39 hectare.

Official Community Plan Consultation, RDCK Policy No. 400-02-19

The purpose of this policy is to establish a consistent process to comply with Local Government Act (LGA) consultation requirements during a minor amendment to an official community plan. A minor amendment to an Official Community Plan is defined as any official community plan amendment application made by the public

for a single property or multiple properties functioning as one site. This application meets the definition of a minor amendment to an Official Community Plan.

By limiting the proposed OCP amendment to the subject property (site specific), staff have ensured that the consultation requirements for a minor amendment have been satisfied.

Regional Housing Needs Assessment

In 2020, the Regional District completed a Housing Needs Assessment to identify current and projected housing needs for eight of its member municipalities (excluding the City of Castlegar) and all of its Electoral Areas.

Key findings of the assessment were:

- The population of the RDCK is aging;
- Renter households are increasing and are less able to meet their housing needs than owners;
- Renters and owners are both challenged by the current housing market;
- There is a need for more non-market housing options, supportive, and emergency housing options; and,
- Transportation costs are contributing to energy poverty.

In response to the results of the Housing Needs Assessment, the RDCK Board directed staff to undertake five recommended next steps, one of which was to “create a housing action plan”. The Regional District’s Affordable Housing Action Plan (AHAP) is currently underway and is to be completed by spring 2023.

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

The application fee was paid in full pursuant to the Planning Fees and Procedures Bylaw No. 2457.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

Section 3.2.4 – Country Residential 2 (CR2) Policies is allows for a manufactured home for a relative on lots that meet the minimum site area of one hectare. In lieu of a manufactured home, this application is for a secondary suite 90 square metres in size with one bedroom. Amending the OCP designation of this property to site specific CR2 is recommended by staff as a suitable way to proceed. This land use designation would be consistent with the Country Residential K zone that is also being considered for the property.

3.3 Environmental Considerations

The Interior Health Authority has determined that a sustainable minimum site area for onsite servicing is one hectare (1 ha). The subject property is smaller than that at 0.79 hectares. The cumulative effect of allowing density that exceeds this threshold is to compromise the long term sustainability of drinking water and waste water servicing. Type 1 septic systems consume a significant amount of space, and as noted in the letter received from the Interior Health Authority, all sewerage systems have a limited lifespan and will need to be replaced due to clogged soil. This necessitates an area of the property to be set aside as a reserve field.

The initial response to this application from the Interior Health Authority (IHA) was not supportive as there was uncertainty regarding the nature of the creek that bisects the property, and the availability of space for a reserve septic field. WSA Engineering provided additional information to IHA in September 2022, which in turn resulted in receiving a letter in support of the application, with some recommended conditions. These conditions include a covenant to protect the area identified as a reserve septic field, and a limitation on the daily sewerage volume.

3.4 Social Considerations:

In 2020, the RDCK completed a Housing Needs Report as a first step in developing an affordable housing plan for the region. Key findings were as follows:

- There is a need for housing across the RDCK that supports the needs of older residents. Specifically, there is a need for more housing that is affordable and accessible for those on a fixed income, particularly within the rental market.
- Seniors responded noting that they would prefer to be located closer to amenities and services, especially as they choose to drive less or are unable to operate a personal vehicle.
- Many of the most desirable units are located in housing markets that are too expensive for many Central Kootenay residents.
- Expanding the availability of smaller, multi-unit housing, connected to services or transit options is vital for meeting the needs of an older population.
- Addressing seniors housing not only benefits that demographic, but younger one as well. If seniors move out of their existing accommodations, the homes become available for upcoming generations who may not be able to afford a new dwelling but are willing to invest over time in an older, more affordable home.

The current proposal has the potential to provide what the Housing Needs Assessment has identified as a need in the community; a small unit close to amenities and public transportation.

3.5 Economic Considerations:

None anticipated.

3.6 Communication Considerations:

The application was referred to 19 neighboring landowners, relevant government agencies, First Nations and the City of Castlegar. The following responses were received:

Interior Health Authority – Team Leader, Healthy Community Development and Specialist Environmental Health Officer

These are our additional comments and thoughts after reviewing the new information provided:

- *Although the consultant was able to demonstrate a location for a 2nd / back up sewerage disposal area, and provided additional information related to what was initially thought to be a creek but instead an enclosed storm water pipe under easement, the fact remains that this property is still encumbered by it's size (less than 1 hectare), existing services and setback requirements (e.g. on a private well source for drinking water, onsite sewerage disposal, and an easement for the storm water pipe), as well as the existing building development and geography.*

- *As we've communicated and discussed recently, the daily estimated sewerage flows (or volume) for a 2 bedroom home and a 1 bedroom home is not equivalent to a 3 bedroom home. The estimated amount of sewage produced by two dwellings with same number of bedrooms as one dwelling is a little bit more (but not twice as much). This makes sense when you think about it; laundry, dishes, etc., would be done separately (duplicate) in two dwellings rather than together in one dwelling.*

For the reasons provided, we recommend that in support of the application on this property proceeding, the location being identified as the 2nd sewerage disposal area be protected by a registered covenant to ensure that this part of the property remains available for sewerage disposal in perpetuity and not be utilized for other purposes. We would also highly recommend that language within in the approval, covenant (or a separate covenant) limit the daily sewerage volume or septic flows to what currently exists and is presently being proposed (i.e. 2 bedroom House + 1 bedroom carriage house) from a long term sustainability perspective.

Finally, we again offer that if this property was on approved community services, or even partially (i.e. both residence's connected to an approved community water system and the private well removed), these same above concerns would not exist or be alleviated from our perspective.

Penticton Indian Band – Referrals Coordinator

We are in receipt of the above referral. The proposed activity is located within syilx (Okanagan) Nation Territory and the Penticton Indian Band (PIB) Area of Interest. All lands and resources within the vicinity of the proposed project are subject to our unextinguished Aboriginal Title and Rights. The Penticton Indian Band has now had the opportunity to review the proposed project. Our preliminary office review has indicated the proposed project is located within an area of cultural significance and has the potential to impact PIB tmx^wulax^w(lands), siw^{tk}^w (water, the lifeblood of the land) and syilx cultural heritage. Our tmx^wulax^w and siw^{tk}^w is sacred to the syilx nation and it is PIB's responsibility to take care of all lands, waters and living things within the PIB Area of Interest. As the proposed activity has the potential to impact irreplaceable syilx cultural heritage, the PIB is requiring a Cultural Heritage Resource Assessment be undertaken by qualified PIB Cultural Heritage Technicians to determine the nature and extent of any potential impacts. The PIB CHRA process involves in-field pedestrian surveys using either systematic or judgmental site sampling techniques undertaken by qualified PIB Technicians to assess the archaeological, cultural, and environmental resource potential of the study area, and to identify the need for project modifications and/or appropriate scope of further field studies if required.

The Penticton Indian Band makes information-based decisions and without a CHRA, we do not have enough information on potential impacts to syilx cultural heritage. Therefore, if our requirements are not fulfilled, we will have no other option but to reject the proposed project. Please note that our participation in the referral and consultation process does not define or amend PIB's Aboriginal Right and Title, or limit any priorities afforded to Aboriginal Rights and Title, nor does it limit the positions that we may take in future negotiations or court actions.

A Cultural Heritage Resource Assessment is a written report detailing the results of the assessment of an area that has Indigenous cultural heritage sensitivity. This property is 0.79 hectares in size and almost fully landscaped. The applicant has been informed of the PIB's request. It is unknown whether the applicant has contacted the PIB.

Little Shuswap Lake Band – Referrals Team

*The location of this referral is outside of the Little Shuswap Lake Band area of interest. Defer to local Indigenous Nations.
Kukstsemc.*

Ministry of Transportation and Infrastructure – Development Officer

The interests of the Ministry of Transportation and Infrastructure are unaffected by the proposed rezoning. No access to the property will be granted from Hwy 3.

Neighbour Response

I would like to express support for Bruno Tassone's land use amendment application Z2206J. The completed project will add appeal and value to the street Tassone Pl. and will add much-needed housing for the community.

3.7 Staffing/Departmental Workplace Considerations:

Should the Board give the amending bylaws First and Second reading, staff will organize a public hearing.

3.8 Board Strategic Plan/Priorities Considerations:

Not applicable.

SECTION 4: OPTIONS & PROS / CONS

Planning Discussion

The residents of the Regional District of Central Kootenay are in situations where they need more affordable housing but are being limited by the servicing infrastructure (water and sewerage) which make higher density development sustainable. On site servicing requires a significant amount of land per household. There must be adequate land for a septic tank and field, land reserved for a replacement septic field and a minimum 30 metre distance between the septic fields and water sources.

The cumulative effects of ad hoc approvals of increased density could, over the long term, limit the potential for future infill. In other words, the land could be used much more effectively and sustainably where community water and/or sewer are in place. In the case of the subject property, the investment in infrastructure for onsite septic and water has already been made and services are already in place. The septic system was designed to service a second house which was never built. The existing dwelling is a two bedroom house. The proposed secondary suite would have one bedroom. The existing septic system has a daily design flow of 2273 litres/day. The daily design flow for a two bedroom home and a one bedroom secondary suite is 1700 litres/day.

The inability to infill the subject parcel under the current regulatory regime, despite its high development potential exemplifies one of the focus areas of the Housing Action Plan. Through that work, Staff intend to highlight policy and regulation changes that would enable landowners to create additional housing units on

underutilized sites that have the capacity to accommodate those developments without negatively impacting surrounding lands.

As we move into a future where climate change poses a real threat to the health and well being of future generations, we should strive to promote complete, compact communities. Complete, compact communities are characterized as those that avoid sprawling and car-dependent development; integrate a mix of housing, key services and amenities within a 20-minute walk and enable viable low carbon transportation options. The current application has the potential to contribute one small dwelling unit to a community that meets the above definition. It is close to amenities, and there is access to public transit. This property is uniquely located for a rural property and the smaller parcel size can be accommodated as the land does have the capacity for on site servicing. For the above reasons, staff support the application.

Options

Option 1

That Kootenay Columbia Rivers Official Community Plan Amendment Bylaw No. 2859, 2022 being a bylaw to amend Kootenay Columbia Rivers Official Community Plan Bylaw No. 1157, 1996 and Regional District of Central Kootenay Zoning Amendment Bylaw No. 2860, 2022 being a bylaw to amend the Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004 are hereby given FIRST and SECOND reading by content and referred to a PUBLIC HEARING.

That in accordance with Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015, the Electoral Area J Director is hereby delegated the authority to chair the Public Hearing on behalf of the Regional District Board.

Option 2

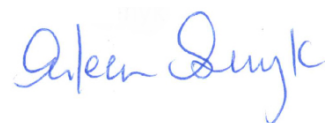
That no further action be taken with respect to Kootenay Columbia Rivers Official Community Plan Amendment Bylaw No. 2859, 2022 being a bylaw to amend Kootenay Columbia Rivers Official Community Plan Bylaw No. 1157, 1996 and Regional District of Central Kootenay Zoning Amendment Bylaw No. 2860, 2022 being a bylaw to amend the Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004.

SECTION 5: RECOMMENDATIONS

That Kootenay Columbia Rivers Official Community Plan Amendment Bylaw No. 2859, 2022 being a bylaw to amend Kootenay Columbia Rivers Official Community Plan Bylaw No. 1157, 1996 and Regional District of Central Kootenay Zoning Amendment Bylaw No. 2860, 2022 being a bylaw to amend the Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004 are hereby given FIRST and SECOND reading by content and referred to a PUBLIC HEARING.

That in accordance with Regional District of Central Kootenay Planning Procedures and Fees Bylaw No. 2457, 2015, the Electoral Area J Director is hereby delegated the authority to chair the Public Hearing on behalf of the Regional District Board.

Respectfully submitted,



Eileen Senyk, Planner

CONCURRENCE

Planning Manager – Nelson Wight

Sangita Sudan – General Manager of Development and Community Sustainability

Stuart Horn – Chief Administrative Officer

ATTACHMENTS:

Attachment A – Amending Bylaws

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2859, 2022

A Bylaw to amend Kootenay Columbia Rivers Official Community Plan Bylaw No. 1157, 1996

WHEREAS it is deemed expedient to amend the Kootenay Columbia Rivers Official Community Plan Bylaw No. 1157, 1996, and amendments thereto.

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

APPLICATION

- 1 That Schedule 'B' of Kootenay Columbia Rivers Official Community Plan Bylaw No. 1157, 1996 be amended by changing the Land Use Designation of Lot 1, District Lot 11912, Kootenay District, Plan EPP82210 PID (030-542-189) from Rural Residential (RR) to Country Residential 2 (CR2), as shown on the attached Map.
2 That Policy 3.2.4.3 of Schedule 'A', Country Residential 2 Policies of Kootenay Columbia Rivers Official Community Plan Bylaw No. 1157, 1996 be amended by reducing the minimum lot size from one (1) hectare to 0.79 hectares (1.98 acres) for Lot 1, District Lot 11912, Kootenay District, Plan EPP82210 PID (030-542-189).
3 This Bylaw shall come into force and effect upon its adoption.

CITATION

- 4 This Bylaw may be cited as "Kootenay Columbia Rivers Official Community Plan Amendment Bylaw No. 2859, 2022."

READ A FIRST TIME this 13th day of October, 2022.

READ A SECOND TIME this 13th day of October, 2022.

WHEREAS A PUBLIC HEARING was held this [Date] day of [Month], 20XX.

READ A THIRD TIME this [Date] day of [Month], 20XX.

[Controlled Highway or Exceeds 4500 sq.m] APPROVED under Section 52 (3)(a) of the Transportation Act this [Date] day of [Month], 20XX.

Approval Authority,
Ministry of Transportation and Infrastructure

ADOPTED this [Date] day of [Month] , 20XX.

[Name of Board Chair], Board Chair

[Name of CO], Corporate Officer



50 metres

Hwy 3

RR
Electoral Area J - Lower Arrow/Columbia

CR2

1473

Castlegar

1473

Pullout

	Roads
	Electoral Boundaries
	Lot Lines
Land Use Designation	
	CR2
	RR

Bylaw 2859 Schedule A

401

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2860, 2022

A Bylaw to amend Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004

WHEREAS it is deemed expedient to amend the Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004, and amendments thereto.

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

APPLICATION

- 1 That Schedule 'A' of Regional District of Central Kootenay Zoning Bylaw No. 1675, 2004 be amended by changing the Zoning Designation of Lot 1, District Lot 11912, Kootenay District, Plan EPP82210 (PID 030-542-189) from Rural Residential (R3) to Country Residential K (R2K), as shown on the attached Map.
2 That Section 1301.1 of Regional District Central Kootenay Zoning Bylaw No. 1675, 2004 be amended by reducing the minimum site area from 1 hectare to 0.79 hectares for Lot 1, District Lot 11912, Kootenay District, Plan EPP82210 (PID 030-542-189).
3 This Bylaw shall come into force and effect upon its adoption.

CITATION

- 4 This Bylaw may be cited as "Regional District of Central Kootenay Zoning Amendment Bylaw No. 2860, 2022."

READ A FIRST TIME this 13th day of October, 2022.

READ A SECOND TIME this 13th day of October, 2022.

WHEREAS A PUBLIC HEARING was held this [Date] day of [Month], 20XX.

READ A THIRD TIME this [Date] day of [Month], 20XX.

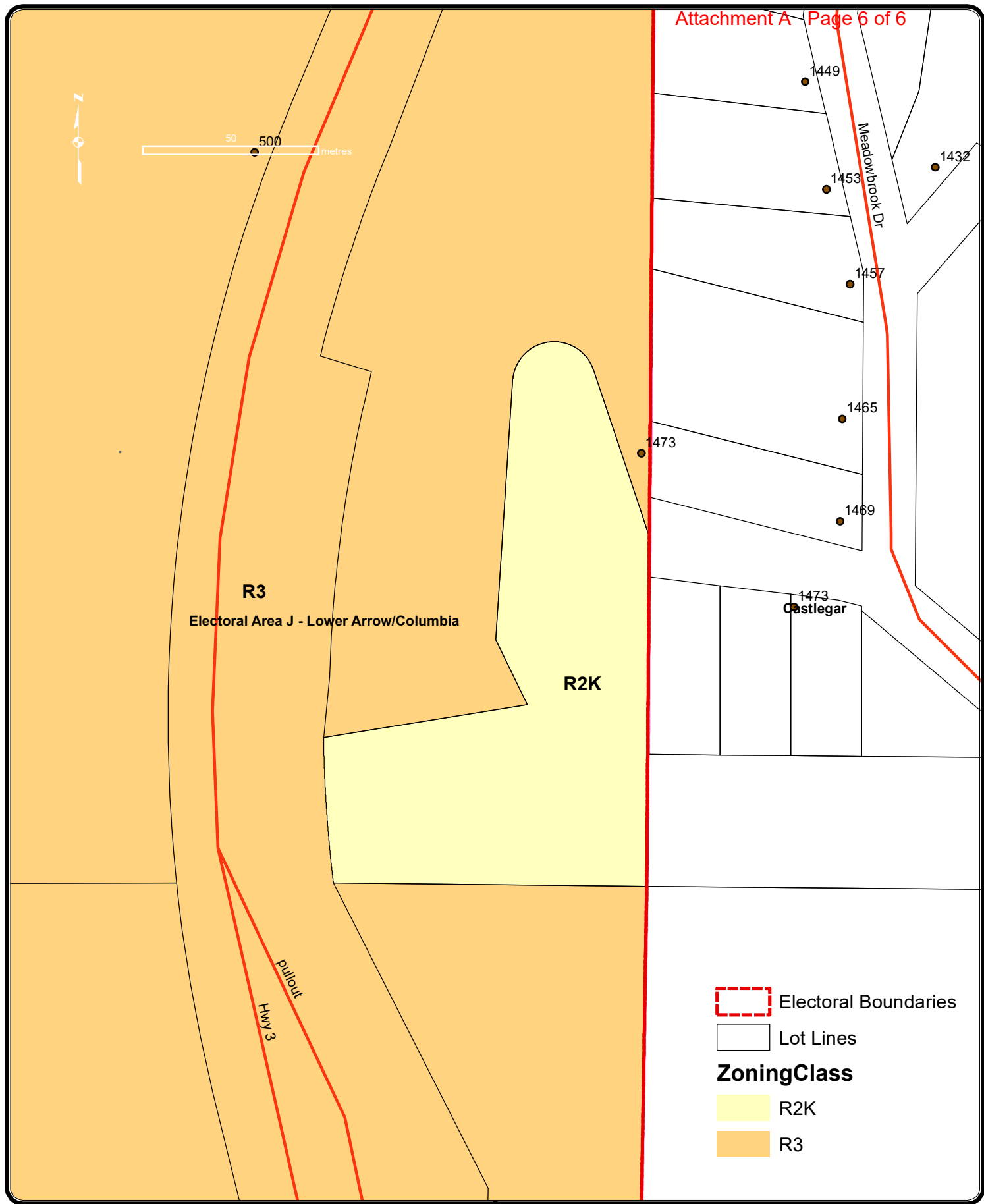
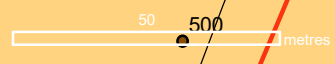
[Controlled Highway or Exceeds 4500 sq.m] APPROVED under Section 52 (3)(a) of the Transportation Act this [Date] day of [Month], 20XX.

Approval Authority,
Ministry of Transportation and Infrastructure

ADOPTED this [Date] day of [Month], 20XX.


[Name of Board Chair], Board Chair


[Name of CO], Corporate Officer




R3
Electoral Area J - Lower Arrow/Columbia


R2K

 Electoral Boundaries

 Lot Lines

ZoningClass

 R2K

 R3

Bylaw 2860 Schedule A

Letter of Agreement

Men's Sheds Project Grant 2022-23



United Way
British Columbia

Working with communities in BC's
Interior, Lower Mainland, Central
& Northern Vancouver Island

Organization Information:

Organization Name: Regional District of Central Kootenay (hereinafter referred to as "the Organization")

Address: Box 590, 202 Lakeside Drive

City: Nelson Province: BC Post Code: V1L 5R4

Telephone: 250-352-6665 Ext: _____ Fax: _____

Executive Director (or desig.) Stuart Horn Email: shorn@rdck.bc.ca

Primary Contact Name (Coord or Other): Mike Barradell-Smith Email: mbs61@icloud.com

BC Society No.: N/A Charitable Registration No. (if applicable): N/A

Program/Project Name: Kootenay Lake East Shore Men's Shed Society

Website: N/A

Program/Project Description: The Kootenay Lake East Shore Men's Shed moved into the basement of the Riondel Community Centre and has refurbished it as a Shop and Social area. In our first 9 months of existence we have gone from an idea to a thriving Shed with over 30 members, over 80% of whom are Seniors. Unfortunately, the basement of the Shed has no heating and winter is coming. Whilst the basement is kept above freezing by the indirect heating effect of the structure above, this is unlikely to be conducive to maintaining good working conditions and a friendly environment for social interactions. To solve this problem quickly and ideally, in an environmentally friendly way we want to install a heating system. For example an air sourced heat pump. By doing this we will enable the momentum we have built up over the summer to be maintained through the winter. The anticipated cost (based on recent local installations) is expected to be \$10,000. This is beyond our current financial capacity and hence the request for this grant.

Amount of Funding and Term of Agreement:

Amount: \$10,000 **From:** November 1, 2022 – April 30, 2023

Grant payments will be distributed through electronic funds transfer (EFT).

By entering into this Agreement, United Way British Columbia - working with communities in BC's Interior, Lower Mainland and Central & Northern Vancouver Island (hereinafter referred to as "UWBC"), and the Organization agrees to abide by the terms and conditions described in the following pages.

Section I – Funding and UWBC Commitments

UWBC and the Organization agree that:

1. The specified level of funding is contingent upon the availability of funds for distribution, which may include Government grant agreement changes, achievement of UWBC's annual campaign fundraising goals and overall funding levels approved by the UWBC Board. In the event of adequate funds not being available in a particular year,

UWBC shall have the right to reduce funding appropriately. UWBC agrees to provide the Organization with as much written notice as possible of any funding adjustments.

2. If an adjustment is made, it will be to the total amount allocated by UWBC for the Organization. How the Organization applies the reduction to the funded areas will be negotiated with UWBC.
3. Should the Organization be dissolved, cease to function, or the Organization or UWBC chooses to terminate the Agreement during the grant term, the Organization must:
 - Submit an accounting for all UWBC funds expended
 - Return all unused funds to UWBC
 - Transfer participant records and service delivery data to the replacement organization
 - Transfer acquired assets under current grant to replacement organization or UWBC
 - Fulfill Annual Outcome Reporting requirements up until the date of termination
 - Communicate changes to current participants
 - Perform an exit interview with designated UWBC staff
4. Written approval will be requested from the designated UWBC staff prior to any funding or operational changes to the original approved proposal.

Section II – Organization Commitments

The Organization agrees to:

1. Use funds only in accordance with the approved proposal, or in accordance with amended plans confirmed in advance by UWBC.
2. Meet expectations and deadlines regarding information/data collection and reporting as described in section: [“Learning and Quality Assurance \(LQA\) Plan”](#).
3. Advise UWBC within a reasonable timeframe of any organizational changes that would significantly impact the funded areas supported by UWBC, or the relationship between UWBC and the Organization, program/project, or events potentially impacting the Organization’s profile in the community e.g., loss of funding from another funder for a program/project that UWBC is also funding and that results in the cancellation of the program/project.
4. Expend all funds received from UWBC within the periods specified in the term of this Agreement as indicated above.
5. Return to UWBC any unused portion of the funding amount received at the completion of the term as stated above.
6. Withhold funds from financially benefitting any individual involved with the Men’s Shed.
7. Not disclose any confidential information related to UWBC that they acquire through their participation in this program/project. Such information is the exclusive property of UWBC and may not be shared with any third party during the program/project or after its completion. *Confidential information refers to any data or information relating to program/project participants, whether business or personal, which would reasonably be considered private or proprietary and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to any of the involved parties.*

Please see [Schedule A](#) for grant-specific organization commitments.

Section III – Promotion and Recognition

1. UWBC is authorized to mention its relationship with the Men’s Shed in its advertising, promotions, and communications to inform the public of the services offered by the Men's Shed and use the name and marks of the Men's Shed.

2. UWBC agrees (within a reasonable time frame) to withdraw or have withdrawn from circulation and cease distribution or broadcasting of any public message or printed material involving the use of the Men's Shed's names and marks which in the view of the Men's Shed could cause damages to the reputation of the Men's Shed, create confusion in the public's mind, or mislead the public in any way.
3. UWBC will provide the appropriate logos and links that the Men's Shed will be expected to use to inform the public of its support from UWBC. For details, see UWBC Branding Guidelines on our website under [Community Partner Promotion and Recognition](#).

The Men's Shed agrees to:

1. Recognize and promote the partnership and financial support of UWBC on all advertising and communications pertaining to the areas benefitting from UWBC's funding support. Specifically, use UWBC's name and marks in its publicity and communications material including but not limited to brochures, newsletters, website content, videos, press releases, presentations, media interviews, and all other written, audiovisual, or public communications.
2. Place the UWBC logo and other UWBC recognition materials in a highly visible location within the Men's Shed (i.e., program site, agency reception, or other high traffic area).
3. Place the UWBC logo on the Men's Shed website, if one is owned, with a hyperlink to www.uwbc.ca.
4. Follow UWBC's social media accounts when possible and provide the Men's Shed social media account details so UWBC can follow the Men's Shed.
5. Provide, whenever feasible, tours of the Men's Shed, programs/projects, and services to UWBC donors and senior volunteers to increase profile and recognition of UWBC's support and partnership with the Men's Shed.
6. Withdraw or have withdrawn from circulation and cease distribution of broadcasting (in a reasonable time frame) of any public message or printed material involving the use of UWBC's name or marks which in the view of UWBC could cause damages to the reputation of UWBC, create confusion in the public's mind, or mislead the public in any way.
7. Meet with the UWBC Regional Community Developer (or other representative) either in person, by zoom, or by phone, as issues arise, or to provide an update on the progress of the Men's Shed (at minimum once per year).
8. Submit samples of local promotional materials i.e. brochures, Men's Shed merchandise, etc. to UWBC for review and approval at healthyaging@uwbc.ca.


Section IV – Non-Compliance and Termination Provisions

1. If UWBC believes that the Organization or the Men's Shed is in non-compliance with any of the terms or conditions of this Agreement, the Organization shall be informed in writing of the nature of the concern and corrective action requested. The Organization shall have 30 days to respond to the notice of non-compliance.
2. If the Organization does not respond to UWBC's notice of non-compliance within 30 days, or if following receipt and discussion of the Organization's response to UWBC's notice, the Organization is still determined by UWBC to be in non-compliance, then UWBC shall have the right to immediately suspend funding and/or terminate this Agreement.
3. UWBC may suspend funding and terminate this Agreement with notice if UWBC determines that the Organization or Men's Shed's non-compliance places the health or safety of any person receiving services at immediate risk.
4. This Agreement may be terminated at any time and immediately if both parties so agree in writing. Either party may terminate this Agreement by giving the other party 90 days' notice in writing of intention to terminate the Agreement, unless in the intervening period the parties agree in writing to continue the Agreement.

Section V – Other Provisions

1. This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia and Canada.
2. The organization must:
 - At all times be recognized as a qualified donee as stipulated in Canada Revenue Guidelines. The term “qualified donee” as defined, includes a list of entities such as registered charities, government bodies (i.e., municipalities), and certain other specific entities. First Nations Bands or other Aboriginal-based entities not considered a qualified donee must be recognized as a public service body performing a function of government in Canada.
 - Comply with all Federal, Provincial, and Municipal laws, including laws concerning labour, employment, and human rights standards.
 - Demonstrate community accountability through strong volunteer governance and leadership.
 - Demonstrate effective human resources, program/project and financial management, and deliver services in an effective and efficient manner.
3. Nothing in this Agreement shall be construed to constitute a legal partnership. UWBC is not liable for any actions and/or decisions made by the Organization, including its Board of Directors and Staff. The Organization agrees to indemnify and save harmless UWBC from and against all claims and charges that may be made by any person, firm, corporation, or government department/body as a consequence of the relationship between the organization and UWBC.
4. No amendment or modification of this Agreement shall become effective unless and until written and duly executed by both parties.
5. The Schedule attached to this Agreement is an integral part of the Agreement as if set out at length in the body of the Agreement.

The Organization indicates their acceptance of the above Terms and Conditions by signing and returning to United Way British Columbia this Letter of Agreement, whereupon the Agreement set forth will become effective.

Name of Board President/Chair, Chief, or designate	Signature	Date (mm-dd-yyyy)
Name of CEO, Executive Director, Senior Administrator, or designate	Signature	Date (mm-dd-yyyy)
Kahir Lalji		11-01-2022
Provincial Director, Government Relations United Way British Columbia 4543 Canada Way Burnaby, BC V5G 4T4	Signature	Date (mm-dd-yyyy)

Schedule A

Organization Commitments

The Organization agrees to:

1. Submit to UWBC a copy of a signed Memorandum of Understanding (MOU) between the organization and partner shed.
2. Forfeit any claim to assets acquired as a result of this Men's Shed project. If partner Shed should be dissolved the assets must be passed on to a neighbouring Shed, the provincial association (if established), or to the Canadian Men's Shed Association.
3. Encourage sheds to access and participate in Men's Shed development support activities led by Men's Shed Association of BC (MSABC), which include: regular meetings and forums; guest speakers; a [website](#) with information, tools, and resources; Shed to Shed mentoring, and a provincial conference.

Learning and Quality Assurance (LQA) Plan

Men's Sheds 2022-23



United Way
British Columbia

Working with communities in BC's
Interior, Lower Mainland, Central
& Northern Vancouver Island

Men's Sheds play a key role in enabling United Way British Columbia's (UWBC) learning approaches and in helping to continuously improve the program, locally, regionally, and provincially. Our Learning and Quality Assurance (LQA) work will continue to respond to the Men's Sheds evolution as it is implemented in communities across BC.

Support for, and participation in LQA is an expected deliverable. Expectations from organizations are also described in this document. Updated versions of this documents will be shared, as necessary.

What is the Learning & Quality Assurance for UWBC Grants?

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.

LQA activities help our partners & stakeholders to:

- track and describe progress, results, and impacts
- develop knowledge and learn from each other
- inform planning, program development, and quality improvements
- ensure and demonstrate accountability

Learning

Learning, reflective practice, and knowledge-sharing are central to growth and collaboration, particularly to support program development and quality improvement. UWBC is pleased to continue to provide learning opportunities and to support and participate in community engagement activities to help bring as much intentionality and rigor to the process of reflective learning and knowledge-sharing as possible.

Formative Evaluation – Tools, Training, and Community Engagement

In order to ensure adoption of promising practices, and ongoing learning and quality improvement, all funded Men's Sheds will be required to participate in a Developmental Evaluation including online discussions on [Healthy Aging CORE](#), training and development opportunities, and learning conventions & conferences as opportunities emerge.

Tools, training, and resources enable local program staff and service providers (volunteers, contractors, etc.) to have the tools in place to run efficient, effective programs and provide high quality services that help seniors remain independent and connected to their community.

Local, regional, and provincial capacity building, training activities, and expectations are communicated below and will include the sharing of learnings and opportunities (on [Healthy Aging CORE](#), among neighbouring programs/projects, in the resource library as it develops, at Regional Consultations, etc.).

Orientations

Initial and ongoing orientation sessions for local program staff (via teleconference/online seminar) will be provided by UWBC staff, as needed.

Data Collection and Reporting Training Sessions

Training sessions are available for local program staff about specific data collection and reporting, including training in quality data collection, a demonstration of available tools, forms, and resources, and online reporting training (i.e., how to submit and download applications and reports) by UWBC staff, as needed.

Other UWBC Training and Learning Opportunities

Other opportunities may be organized by UWBC as the program evolves. We will listen to input/suggestions for additional training and learning opportunities from grantees and will revisit previously compiled interest areas to build the training/capacity development plan.

Regional Consultations (RCs) and Provincial Summit on Aging

All programs/projects are **strongly** encouraged to participate in a Regional Consultations (RC) and will be invited to participate in the biennial Provincial Summit on Aging. RCs offer an obvious opportunity for Men's Sheds members to engage in community partnership building activities. Similarly, the RC could also be a venue for highlighting efforts to coordinate Men's Sheds projects in the community. RCs are a collaborative effort involving the RCDs and regional Communities of Practice members, as well as a diverse group of others in the community-based seniors serving (CBSS) sector.

Healthy Aging CORE (Collaborative Online Resources & Education)

[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. CORE was developed because of extensive research and consultations aimed at addressing the lack of recognition of the value of CBSS programs in the broader community and by government, and the need to build capacity of the sector to address the growing needs of an aging population. Grantees are encouraged to access relevant resources and participate in training and development opportunities on CORE, including a closed [Men's Sheds group on CORE](#) where relevant information is available and [discussion forums](#) are hosted.

Closed Men's Shed Group on CORE

The closed and private [Men's Sheds](#) group on CORE is used to support Men's Sheds in an online format, and will enable access to relevant resources, facilitate ongoing learning, and help staff make connections. UWBC staff will moderate, monitor, respond to, and facilitate traffic in this group regularly. The agency's participation in the group's activities will ensure that relevant resources and materials can be accessed by all Men's Sheds projects.

Men's Sheds Discussion Forums

All grantees are encouraged to participate in the [Men's Sheds 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, the grantee must join [Healthy Aging CORE](#) (Click on "Join" button in upper right and follow instructions).

Quality Assurance

It is required that every program participates in evaluation methodologies and activities, as stipulated by UWBC and as a condition of this Agreement.

Reporting

UWBC grants are driven by a community-based approach; thus, we believe it is important to build a solid understanding about each program's development and implementation across the many different communities and contexts. Organizations' roles in supporting reporting activities include:

At the end of the granting period (at 6 months from the start of the program/project):

- Collect and report to UWBC information about participants accessing the Men's Shed and other reporting requirements. Information collection is done by the grantee at the individual level as participants register with the Men's Shed, and, on an ongoing basis as participants receive services.

The Men’s Sheds role in supporting reporting activities could include, but are not limited to:

- Quantitative data:
 - How many **participants/members** have participated in the program/project activities to date?
 - How many new **participants/members** have joined the program/project?
 - General demographic information (age range, gender, etc)

- Qualitative information:
 - What were the main challenges and why?
 - What were the main successes and why?
 - Share a story with a photo and/or testimonial to highlight the benefits experienced by one or more individuals participating in the program/project.
 - Other details that may be helpful in describing the impact of the program/project on participants and on the community

- Sharing photos, examples, quotes, and/or a story that illustrates something interesting/important about the program/project

See the closed [Men’s Sheds group on CORE](#) for reporting requirements, templates, and more.

Reporting Schedule

Report Type	Deadline	Period
Outcome Report	1.5 Months post granting period	November 1, 2022 – April 30, 2023

If the Men’s Shed is considering participating in other research or evaluation beyond that being planned for in this Agreement (outside of local program satisfaction and improvement evaluation activities), we ask that the Men’s Shed contacts us prior to making commitments.

Questions about LQA?

UWBC Regional Community Developers (RCDs)

UWBC RCDs working at regional levels can support grantees by providing information and connections to other organizations and resources that may be helpful in supporting program/project development. RCDs are also available to assist with questions regarding grant applications and reporting.

For questions about the partner organization and Men’s Shed’s roles and responsibilities related to the LQA activities, the grantee should contact their Regional Community Developer (RCD):

Lower Mainland, Sea to Sky, and Fraser Valley

Dr. Beverley Pitman
beverleyp@uwbc.ca
 604.969.8331

Interior BC

Lisa Cyr
lcyr@uwbc.ca
 250.860.2356

Vancouver Island/Gulf Islands

Cheryl Baldwin
cherylb@uwbc.ca
 250.591.8731

Northern BC

Sarrahs Storey
sarrahs@uwbc.ca
 250.699.1681



Board Report

Date of Report:	November 2, 2022
Date & Type of Meeting:	November 17, 2022 Open Regular Board Meeting
Author:	Ryan Ricalton, Facility Manager
Subject:	RDCK Community Services Recreation Facilities Vending Services
File:	\\files\RDCK\06\2230\10\2022\2022-223-COM_SERV_VENDING
Electoral Area/Municipality:	Defined Area A, Area B, Area C, Defined Area E, Area F, Area I, Area J, Castlegar, Creston and Nelson

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to recommend to the Board the awarding of the Community Services Recreation Facilities Vending services RFP to Fraser Valley Vending as determined through the evaluation of proposals submitted.

SECTION 2: BACKGROUND/ANALYSIS

The RDCK issued a Request for Proposals to provide vending services for Community Service Recreation facilities. This includes the Nelson and District Community Complex (NDCC)(S226), the Castlegar and District Recreation Center (CDRC)(S222) and the Creston and District Community Complex (CDCC)(S224). The scope of work includes providing vending services that are in line with the “Healthier Choices in Vending Machines in BC Public Buildings” guidelines.

There were two proposals submitted on the closing date of October 19, 2022. The evaluation criteria included:

- Qualifications and Experience
- Capacity to Supply Services Promptly and Consistently
- Performance of Proponent on Similar Projects
- Positive Reference Referral (2)
- Proposed Commission or Fee
- Environmental Attributes
- Conformity of the Proposal to the Requirements Set Forth in the Description of Services
- Conformity with Timing Provided
- Business Plan

The Facility Managers from the three recreation complexes evaluated the proposals and scored them independently and then compared their scoring to determine a final combined score. The results of the RFP were as follows:

Ryan Vending final score: 85/100

Fraser Valley Vending final score: 89/100

The vending services contract is for 3 years, with the option to extend for a further 2 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

Currently our facilities are offering vending services on a month by month basis. The 30% commission is more than what was attained through previous agreements – CDCC 10%, CDRD 13%, NDCC <15% . Completing the RFP across all three major recreation facilities versus individual contracts may have attributed to this success.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

Competition as per RDCK Purchasing Policy

3.3 Environmental Considerations

n/a

3.4 Social Considerations:

The scope of work includes providing vending services that are in line with the “Healthier Choices in Vending Machines in BC Public Buildings” guidelines.

3.5 Economic Considerations:

The services at each complex will receive revenues to help offset facility costs while providing a service to the Communities.

3.6 Communication Considerations:

n/a

3.7 Staffing/Departmental Workplan Considerations:

The facility managers at each of the complexes will oversee the installation of the machines and liaise with the contractor to ensure contract performance is adequate.

3.8 Board Strategic Plan/Priorities Considerations:

- To Manage our Assets and Operations in a Fiscally Responsible Manner

SECTION 4: OPTIONS & PROS / CONS

Option 1: That the Board direct staff to award the contract for Vending Services to Fraser Valley Vending;

Pros:

- 30% Commission
- Commitment to following Healthier Choices Guidelines
- Locally owned and operated
- Will provide machine graphics free of charge

Cons:

- None

Option 2: That the Board direct staff re-issue the RFP

Pros:

- None

Cons:

- May not be offered 30% commission in another round
- Vending services will be impacted

SECTION 5: RECOMMENDATIONS

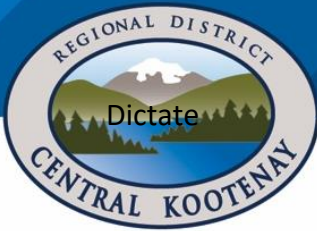
That the Board approve the RDCK entering into a vending agreement with Fraser Valley Vending for RDCK Recreation Facility Vending Services for a period of 3 years with the option to renew for an additional 2 years, and that the Chair and Corporate Officer be authorised to sign the necessary documents,

AND FURTHER, that the revenue be credited to S222, S224, and S226 according to the level of sales in those service areas.

Respectfully submitted,
Ryan Ricalton, Facility Manager

CONCURRENCE

General Manager of Community Services – Joe Chirico	Approved	
Chief Administrative Officer – Stuart Horn	Approved	
Regional Manager Operations and Asset Management – Craig Stanley		Approved



Board Report

Date of Report: November 3 , 2022
Date & Type of Meeting: November 17, 2022, Regular Open Board Meeting
Author: Stephanie Johnson, Planner
Subject: ACTIVE TRANSPORTATION CORRIDOR FEASIBILITY
File: 10\5200\20\ATF Active Transportation Fund
Electoral Area/Municipality Area E, F, H, I, J/Nelson and Castlegar

SECTION 1: EXECUTIVE SUMMARY

This report seeks the Board’s authorization to execute two agreements related to a feasibility study for proposed active transportation corridor between Nelson and Castlegar. The corridor would cover a 45 km route passing through five electoral areas and connecting two municipalities, parks, college campuses, schools, places of employment, goods and services, and various neighbourhoods.

The first agreement is between Infrastructure Canada’s Active Transportation Fund (ATF) and the RDCK to fund the project. The second agreement is between the RDCK and West Kootenay Cycling Coalition (WKCC) to pass through the RDCK’s obligations to the WKCC who will deliver the project.

To access the federal funds awarded to the Regional District of Central Kootenay (RDCK), the grant agreement must be approved by the Regional Board.

SECTION 2: BACKGROUND/ANALYSIS

On March 17, 2022 the RDCK Board passed resolution 178/22 in support of this project:

“That the Board apply on behalf of the West Kootenay Cycling Coalition to the Infrastructure Canada Active Transportation Fund for a “Planning Project” to assess the feasibility of an active transportation link from Nelson to Castlegar.”

The RDCK applied for the above grant on behalf of the WKCC, and was successfully awarded the maximum \$50,000 funding available for eligible costs to support the project. The RDCK will administer the funding, while the WKCC will be responsible for delivering the project. This is a typical arrangement for the RDCK, and has been used successfully on several occasions since 2017 where provincial and federal grant programs are available to non – governmental organizations but where the funders require a local government to be the official recipient of the grant.

For further details on the project scope and please refer to Schedule A.2 of the attached ATF and RDCK funding agreement.

The WKCC had proposed to hire a consultant to deliver the project. The ATF grant program required that a fair, transparent and competitive Request for Proposal procurement process was undertaken to procure the

consultant. Three proposal submissions were received, and were reviewed and ranked by the WKCC with assistance of RDCK staff. The WKCC is ready to award and execute the contract with the successful consulting team subject to the RDCK and ATF finalizing the grant funding agreement.

The ATF program requires an RDCK Board resolution authorizing the funding agreement prior to issuing a final grant agreement for RDCK signatures. Staff do not anticipate any significant changes to the agreement in the version the RDCK will receive for signature.

The RDCK already has an existing relationship with the WKCC, completing active transportation projects together previously. WKCC's mission to make active transportation awareness, safety and infrastructure prioritized in Nelson and the surrounding area is well aligned with the project goals. The RDCK will contribute in-kind staff time over the project's duration, and is committed to all aspects of administering the grant on behalf of the WKCC.

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 ATF grant award is for \$50,000, which will cover 100% of the total eligible costs of this project with the RDCK staff contributing in-kind staff time.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

None at this time.

3.3 Environmental Considerations

The proposed protected active transportation pathway will yield many community benefits, including: improving air quality and reducing greenhouse gas emissions.

3.4 Social Considerations:

The proposed protected active transportation pathway will improve health and wellness, and increase community vibrancy and livability.

3.5 Economic Considerations:

An active transportation corridor will generate an economic, environmental and social triple bottom line for the communities within the study area. The sub-regional economy would also be supported through the potential creation of related construction jobs.

3.6 Communication Considerations:

The WKCC will be leading the engagement program for this project in coordination with the consulting team.

Specific communications requirements are detailed within a schedule contained in each contract documents.

3.7 Staffing/Departmental Workplace Considerations:

This project is proposed to be delivered by the successful consulting team in partnership with the WKCC and RDCK via the Planner 2 position to oversee the grant administrator and project liaison.

3.8 Board Strategic Plan/Priorities Considerations:

To Excel in Governance and Service Delivery.

SECTION 4: OPTIONS & PROS / CONS

Staff recommend that the Regional Board approve the ATF grant agreement to support the feasibility work behind the WKCC's overall vision is to create an active transportation route from Nelson to Castlegar that would provide safe commuting and recreation options, and a connection to the larger multi-modal transportation network in the West Kootenay. The study would also include conceptual cross section sketches of possible active transportation facilities and a planning level cost estimate for the most feasible phase of the route to support future grant applications.

SECTION 5: RECOMMENDATIONS

Recommendation 1

That the Board approve the RDCK enter into a Permanent Public Transit Program – Active Transportation Fund Agreement with the Government of Canada for the Castlegar - Nelson Active Transportation Corridor Vision project with the end date of August 31, 2024, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

Recommendation 2

That the Board approve the RDCK enter into a Grant Funding Agreement with the West Kootenay Cycling Coalition for the Castlegar - Nelson Active Transportation Corridor Vision project with the end date of July 31, 2024, and that the Chair and Corporate Officer be authorized to sign the necessary documents subject to execution of the funding agreement with the Government of Canada for the same project.

Respectfully submitted,
Stephanie Johnson, Planner MCIP. RPP

CONCURRENCE

Planning Manager – Nelson Wight	Approved
General Manager of Development Services – Sangita Sudan	Approved
Stuart Horn – Chief Administrative Officer	Approved

ATTACHMENTS:

Attachment A - ATF Grant Agreement
Attachment B - RDCK / WKCC Agreement

**CANADA – REGIONAL DISTRICT OF CENTRAL KOOTENAY
PERMANENT PUBLIC TRANSIT PROGRAM – ACTIVE TRANSPORTATION FUND
GRANT AGREEMENT FOR CASTLEGAR - NELSON ACTIVE TRANSPORTATION CORRIDOR
VISION, BC**

This Agreement is made as of the date of last signature.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”)

AND

REGIONAL DISTRICT OF CENTRAL KOOTENAY continued or incorporated pursuant to the Local Government Act (the “Recipient”), individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS the Active Transportation Fund is the first federal fund to target active transportation. It is making \$400 million in federal funding available over five years to support a modal shift away from cars and toward active transportation, in support of Canada’s National Active Transportation Strategy;

WHEREAS the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Permanent Public Transit Program - Active Transportation Fund (“the Program”) and wishes to provide financial support to the Regional District of Central Kootenay under this Agreement;

WHEREAS the Recipient is a municipality which is eligible under the Program and has submitted to Canada an application dated March 31, 2022, which successfully met the selection criteria and qualifies for funding under the Program;

WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this grant agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means August 31, 2024.

“**Communications Activity**” or “**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all

related communication materials under this Agreement.

“**Contract**” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“**Effective Date**” means the date of last signature of this Agreement.

“**Eligibility Criteria**” means the eligibility criteria as described in Schedule A.1 (Eligibility Criteria).

“**Project**” means the planning and design project submitted by the Recipient as described in Schedule A.2 (The Project).

“**Third Party**” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied, or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Grant Details

Schedule B – Eligible and Ineligible Expenditures

Schedule C – Communications Protocol

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 GRANT BY CANADA

- a) Canada agrees to make a grant payment to the Recipient for the total amount of fifty thousand dollars (\$50,000) under this Agreement which will be payable in accordance with the terms of this Agreement .
- b) The Parties acknowledge that Canada’s role in the Project is limited to making a grant payment to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will inform Canada promptly should it no longer meet the Eligibility Criteria.
- b) The Recipient will complete the Project in accordance with the terms and conditions of this Agreement.
- c) The Recipient will repay to Canada any and all overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada immediately should it no longer be able to

meet the terms and conditions of this Agreement or of any fact or event that could compromise wholly or in part the Project

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this agreement, this obligation does not arise if, at the time when a payment under this agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 13.12 (Amendments).

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement by resolution of its Board of Directors, dated **September 22, 2022**;
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient and Project meet the Eligibility Criteria;
- d) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) All information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment.;
- f) Any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act;
- g) The Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) There are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada

immediately if any such action or proceedings are threatened or brought during the term of this Agreement;

- i) The Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered;
- j) The Recipient will award and manage all Contracts in accordance with its policies and procedures and in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

5. GRANT PAYMENT(S)

- a) Canada will pay the grant payment to the Recipient in one lump sum within twenty (20) business days upon:
 - i. the Parties' execution of this Agreement; and
 - ii. evidence provided by the Recipient, to Canada's satisfaction, that the Recipient meets the Eligibility Criteria.

6. REPORTING

The Recipient will be required to submit a narrative report on their activities upon the completion of their planning strategy. The contents of this report would include:

- a) Project targeted within the strategy;
- b) Alignment of strategy goals with federal outcomes;
- c) Outreach to vulnerable populations carried out during the creation of the strategy;
- d) Communications Activities.

7. AUDIT AND EVALUATION

7.1 RECIPIENT AUDIT

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards.

7.2 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

7.3 CORRECTIVE ACTION

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

7.4 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

7.5 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

8. COMMUNICATIONS

8.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule C (Communications Protocol).

8.2 RECOGNITION OF CANADA'S GRANT

The Recipient will acknowledge Canada's grant in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

8.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

8.4 OFFICIAL LANGUAGES

The Recipient agrees that:

- a) all bilingual requirements for joint funding announcements, and any communications activity led by Canada, will be managed by Infrastructure Canada.
- b) it will provide its services, when appropriate, in such a manner as to accommodate the specific needs of both official language communities.

9. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the Agreement.
- c) The Recipient hereby grants to Canada a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, products developed for the completion of the Project and any other information provided by the Recipient, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Program.
- d) Canada has the right to film or photograph the Recipient, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Recipient further agrees that Canada can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

10. DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section will affect, alter or modify the rights of Canada under this Agreement to terminate the Agreement.

11. DEFAULT

11.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient no longer meets the Eligibility Criteria;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction.

11.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

11.3 REMEDIES ON DEFAULT

In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to make a grant payment to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to make a grant payment to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the grant paid by Canada to the Recipient;
- d) terminate the Agreement.

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

12.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

12.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

12.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

13. GENERAL

13.1 SURVIVAL

The Parties' rights and obligations, which by their nature extend beyond the termination of this Agreement, will survive any termination of this Agreement.

13.2 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

13.3 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal Interest and Administrative Charges Regulations.

13.4 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

13.5 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

13.6 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

13.7 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a

Third Party, as a partner, employee or agent of Canada.

13.8 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

13.9 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

13.10 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, including by electronic signature or PDF, and the signed copies will, when attached, constitute an original agreement.

13.11 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

13.12 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties.

13.13 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

13.14 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, or messenger to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Active Transportation Fund
Infrastructure Canada
180 Kent Street Ottawa Ontario
ATF-FTA@infc.gc.ca

Recipient:

Mike Morrison
Manager of Corporate Administration, Corporate Officer
Box 590, 202 Lakeside Drive, Nelson, British Columbia
mmorrison@rdck.bc.ca

- b) Such notice will be deemed to have been received:
- i. in person, when delivered;
 - ii. if sent by mail or email, when receipt is acknowledged by the other Party;

- iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

13.15 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

13.16 GOVERNING LAW

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in British Columbia. The Parties attorn to the jurisdiction of the Courts of British Columbia and all courts competent to hear appeals from the Courts of British Columbia.

13.17 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

14. SIGNATURES

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of Regional District of Central Kootenay by the Manager of Corporate Administration, Corporate Officer.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Per: Marie-Pier Nassif, Senior Director
Active Transportation and Zero Emission
Buses, Infrastructure Canada

Per: Mike Morrison
Corporate Officer

Date

Date

Per: Aimee Watson, Board Chair

Date

SCHEDULE A – GRANT DETAILS

SCHEDULE A.1: ELIGIBILITY CRITERIA

RECIPIENT ELIGIBILITY:

Municipal, local and regional governments such as service districts; Indigenous organizations; and not-for-profit organizations can apply for planning and design grants. The complete list of eligible applicants is:

- 1) Municipalities, local and regional governments established under provincial or territorial statute, including service districts.
- 2) Public sector bodies that are established by or under provincial or territorial statute, or by regulation, or are wholly-owned by a province, territory, municipal or regional government, including but not limited to:
 - a) Municipally-owned corporations;
 - b) Provincial or territorial organizations that deliver municipal services; and
 - c) Any other form of local governance that exists outside of the municipality description.
- 3) Indigenous governing bodies, including but not limited to:
 - a) A band council within the meaning of section 2 of the *Indian Act*;
 - b) A First Nation, Inuit or Métis government or authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement between Her Majesty the Queen in right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation; and
 - c) A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure.
- 4) Federally or Provincially incorporated not-for-profit organizations whose mandate is to improve Indigenous outcomes, organizations serving Indigenous communities living in urban centers and First Nations living off-reserve.
- 5) Indigenous development corporations.
- 6) Federally or Provincially incorporated not-for-profit organizations.

Please note that individuals; private citizens; and federal entities, including federal Crown corporations are ineligible.

PROJECT ELIGIBILITY:

Planning and design projects refer to the development or enhancement of formal active transportation strategic planning documents or stakeholder engagement. This could entail the development of an Active Transportation Strategy, that could support the National Active Transportation Strategy, or the development of an active transportation component which can be added to other planning documents, such as Official Community Plans, Sustainability Plans, and Transportation Plans. Eligible projects include:

- Research, including case studies, data collection initiatives, mapping of walkability and bikeability, community audits/assessments;
- Public and/or stakeholder engagement and outreach, education programs;
- Policy development, including drafting objectives/actions for inclusion in community land use and/or transportation plans;
- Feasibility studies, business cases, and detailed costing estimates relating to the design of a project or program; and
- Projects which support the implementation of Canada's national active transportation strategy, such as events raising awareness and encouraging adoption of active transportation.

SCHEDULE A.2: THE PROJECT

A dream you dream alone is only a dream. A dream you dream together is reality. - John Lennon

Vision: A year-round, inclusive, accessible protected pathway that links Castlegar to Nelson and can be used for safe commuting and recreation. (Part of a larger vision that encompasses a multi-modal, active transport network connecting all of the West Kootenays.) This is proposed as a 45km active transportation route linking the two anchor cities of Castlegar and Nelson, within the Regional District of Central Kootenay in southeast British Columbia.

The project proposes hire a professional consulting agency to complete a feasibility study confirming routes and infrastructure for a protected active transportation pathway (walking, rolling, bicycle and e-bikes) along the highway, adjacent roads and paths, and/or hydro and rail rights of way, between Nelson and Castlegar. The proposed route will link and include existing regional parkland and pathway facilities. Alternate recommendations to be made where route may not be feasible.

Why

- Conducting a feasibility study, with public engagement, will help residents learn about the direct and indirect benefit of building such a network, build support and ultimately develop a plan for future implementation.
- Provide safe, affordable, convenient options for active transport commuters of all ages and abilities. Many rural residents who can't afford private vehicles are struggling to get around.
- There are existing fragmented trails in mountainous terrain with long distances between communities. A route along the highway would ensure a direct and connected route with flatter terrain accessible to more users.
- Take climate action. Driving is one of the biggest sources of emissions in the Central Kootenays. Creating a multi-modal active transport network would help the area meet emission reduction targets.
- Active transport is healthy transport. Users will be getting regular exercise.
- An active transport network would better connect community to parks, recreational opportunities, community centres, schools and commercial areas.

Existing situation

- Currently there are no convenient, safe active transport connections between communities, parks or trails. The highway, hydro and CPR rail rights of way are parallel and provide opportunity for active transportation routes that could be at rail grades and situated on a combination of these lands.
- There are a number of rail trails throughout the area that are not connected to each other (rail trail/Cottonwood Lake, Slocan Valley Rail Trail, protected pathway in Castlegar, rail trails to the Boundary area and beyond).
- The existing parks and trails are not easily accessible to all ages and abilities
- There are closed rail crossings that reroute users long distances
- Some highway bridges do not have any accommodation for pedestrians, let alone cyclists.
- Washroom facilities are non-existent.
- There are few places to park and lock bicycles.
- Not all buses have bike racks. Buses do not run frequently enough between the two communities.
- An active transportation corridor, provides commuters with a viable and safe, healthy, environmentally conscious alternative to car driving.

Objectives

- Develop a vision for station to station.
- Assess route feasibility.

- Develop a phased approach for achieving the vision based on feasibility and priority.
- Develop cross section sketches for the proposed types of active transportation facilities (i.e., separated bike lane, multi-use path) and planning level cost estimates.
- Identify locations for connector amenities: bike corrals, recreation centres, bike racks, signage, washrooms
- Identify multimodal hubs including connections to public transportation (i.e., bus stops and future electric train stops).

SCHEDULE A.3: THE PROJECT BUDGET

Project Budget	Amount
Total Project Cost	\$50,000
Total Eligible Cost	\$50,000

Total INFC Contribution	Grant Payment	Total
	2022-23	
ATF – Planning Stream	\$50,000	\$50,000

Other Sources of Funding

Funding from the Recipient	\$0
Funding from Additional Sources	\$0
Total Other Sources of Funding	\$0

SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project under the overarching Permanent Public Transit Program and the Active Transportation Fund and are incurred by an Eligible Recipient, excluding those explicitly identified in the Ineligible Costs section below.

While a Recipient under this Agreement is not required to submit claims they should be mindful of what is considered as eligible and ineligible as part of the funding provided by this Grant.

The Program Analyst assigned to manage your agreement will provide additional support on interpreting the eligible and ineligible expenditures.

SCHEDULE B.1: ELIGIBLE EXPENDITURES:

- Expenditures directly associated with joint federal communication activities and with federal project signage;
- Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
- Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
- Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments, as well as creating community employment benefit plans;
- The incremental costs of the eligible recipients' employees may be included as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
 - There is a lack of private sector capacity to undertake the work; or
 - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient's employees; or
 - A collective agreement requires the recipient to use their own unionized employees for certain project work.
- Costs associated with project monitors or independent certifiers

SCHEDULE B.2: INELIGIBLE EXPENDITURES

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section B.1 of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees;
- Expenditures related to cost overruns or incurred for cancelled projects;
- Furnishings and non-fixed assets which are not essential for the operation of the asset/project;
- General repairs and maintenance of a project and related structures, unless they are part of a larger capital project;
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;
- On-going operations, maintenance and/or electricity and fuel costs associated with the operations of capital assets;

- Legal fees, except those explicitly eligible under Section B.1 of this Schedule
- Financing, interest, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
- Leasing land, buildings, equipment and other facilities except for equipment other than equipment directly related to the construction of the project, real estate fees and related costs;
- Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase or maintenance of diesel buses;
- Expenditures related to any good and services which are received through donation or in-kind contribution;
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section B.1 of this Schedule; and
- Maintenance expenditures incurred as part of regular operations;

SCHEDULE C– COMMUNICATIONS PROTOCOL INFORMING CANADIANS OF THE GOVERNMENT OF CANADA’S FUNDING

PURPOSE

This section outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to this Agreement and the Projects funded through it.

This section will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this section apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

GUIDING PRINCIPLES

Communications Activities undertaken in accordance with this section should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.

GOVERNANCE

The Parties will designate communications contacts that will be responsible for overseeing communication activities.

JOINT COMMUNICATIONS

Canada and the Recipient will jointly conduct Communications Activities about the funding of the Project(s) (“Joint Communications”).

Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.

All Joint Communications material will be approved by Canada and the Recipient prior to release, and will recognize the funding of all parties.

Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least fifteen (15) business days’ notice to the other Party. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).

The Recipient will be responsible for providing onsite communications and logistics support.

Canada has an obligation to communicate in English and French. Joint Communications products must be bilingual and include the Canada word mark and Recipient’s logos. Canada will provide the translation services and final approval on products.

The conduct of all Joint Communications will follow the Table of Precedence for Canada.

INDIVIDUAL COMMUNICATIONS

Notwithstanding section 8 (Communications), Canada and the Recipient retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.

Canada will post a copy of this agreement on its website, in addition to information on any of the Recipients funded through it.

Canada, and the Recipient may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties; and if web or social-media based, from linking to it.

Canada and the Recipient may issue digital communications to communicate progress of the Project(s).

Where a Party establishes a web site or web page is created to promote or communicate progress on a funded Project or Projects, that Party must ensure that the site or page recognizes federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada."

The Canada wordmark or digital sign must link to Infrastructure Canada's website. Canada will provide and publish guidelines for how this recognition is to appear.

OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

MEDIA RELATIONS

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and/or the Recipient may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement and the Government of Canada requirements for advertising. In the event of such a campaign, the sponsoring Party or Recipient will inform the other Parties or Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.



Grant Funding Agreement

Contract #: 2022-172-ADM-WKCC

Project: Castlegar-Nelson Active Transportation Corridor

GL Code: Add account & work order #

THIS AGREEMENT executed and dated for reference the:

17th day of November , 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: Mike Morrison

Telephone #: 250-352-8168

Email: mmorrison@rdck.bc.ca

AND

WEST KOOTENAY CYCLING COALITION

(hereinafter called the “Recipient”)

at the following address:

1512 Falls St.

Nelson, BC V1L 1J4

Agreement Administrator: Patricia Dehnel

Telephone: 250-505-3246

Email: patricia@dehnel.com

WHEREAS:

- (a) The Recipient requested that the Regional District of Central Kootenay (RDCK) apply for funding to Canada’s Active Transportation Fund for Castlegar- Nelson Active Transportation Corridor Project (the Project”) , and the RDCK Board agreed to do so.
- (b) The RDCK was awarded the grant from the Active Transportation Fund and the RDCK wishes to pass the funding through to the Recipient with the terms and conditions set out in this agreement.
- (c) The RDCK and the Recipient understand that the Recipient has control over the Project and is responsible for the outcomes and products of the Project, and that the RDCK role is limited only to providing funds for the Project.

NOW, THEREFORE in consideration of the \$50,000 to be paid to the Recipient, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in accordance with the terms and conditions of this Agreement, the parties agree as follows:

DEFINITIONS

- 1 Where used in this Agreement:

- (a) "Canada" means the Government of Canada, as represented by the Active Transportation Fund or other authorized agencies;
- (b) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (c) "Financial Contribution" means the total aggregate value stipulated in Schedule B;
- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the RDCK to, the Recipient as a direct result of this Agreement, but does not include:
 - (i) Personal Information as defined in the Freedom of Information and Protection of Privacy Act; or
 - (ii) Property owned by the Recipient;
- (e) "Province" means the Province of British Columbia;
- (f) "Project" means the Project described in Schedule A;
- (g) "Term" means the duration of the Agreement stipulated in Schedule A.

APPOINTMENT

- 2 The Recipient must carry out and complete the Project as described in Schedule A and may use the RDCK's funding only for the purpose specified in Schedule A.

PAYMENT OF FINANCIAL CONTRIBUTION

- 3 Subject to the provisions of this Agreement, the RDCK will pay the Recipient the amount, in the manner, and at the times set out in Schedule B.
- 4 The RDCK has no obligation to make the Financial Contribution unless the Recipient has complied with the criteria set out in Schedule A.
- 5 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the RDCK to the Recipient pursuant to this Agreement is subject to there being sufficient monies available to the RDCK through the Active Transportation Fund for this Project, in any fiscal year when any payment of money by the RDCK to the Recipient falls due pursuant to this Agreement, to make that payment.
- 6 The previous paragraph continues in force indefinitely, even after this Agreement expires or is terminated.
- 7 The Recipient is responsible for any Provincial Sales Tax (PST) and Goods and Services Tax (GST) and any other charges for which the RDCK has not expressly agreed to accept responsibility under the terms of this Agreement.

- 8** The Recipient must declare any amounts owing to the government under legislation or an agreement. Amounts due to the Recipient under this Agreement may be set-off against amounts owing to the government.

REPRESENTATIONS AND WARRANTIES

- 9** The Recipient 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 Recipient to the RDCK in connection with this Agreement are true and correct;
 - (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Recipient's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
 - (c) the Recipient 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;
 - (d) The Recipient has the capacity and authority to carry out the Project.
- 10** All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient 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 Recipient under this Agreement.
- 11** All representations, warranties, covenants and agreements made in this Agreement and all certificates, applications or other documents delivered by or on behalf of the Recipient are material, have been relied on by the RDCK, and continue in effect during the continuation of this Agreement.

RECIPIENT'S OBLIGATIONS

- 12** The Recipient must:
- (a) carry out the Project in accordance with the terms of this Agreement stated in Schedules A and C;
 - (b) comply with the payment requirements set out in Schedule B, including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
 - (c) ensure all Project expenditures are made in accordance with the requirements outlined in Schedule D;
 - (d) undertake Project communications in accordance with Schedule E;
 - (e) comply with all applicable laws;

- (f) hire and retain only qualified staff;
- (g) unless agreed otherwise, supply, at its own cost, all labour, materials and approvals necessary to carry out the Project;
- (h) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement; and
- (i) co-operate with the RDCK in making public announcements regarding the Project and the details of this Agreement that the RDCK requests;
- (j) 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;
- (k) hire and retain only qualified staff and contractors;
- (l) unless agreed otherwise, supply, at its own cost, all labour, materials and approvals necessary to carry out the Project;
- (m) use good business practices in delivering the Project;
- (n) award contracts related to the Project using fair and competitive processes and in alignment with the RDCK Purchasing Policy ;
- (o) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement;
- (p) 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 Schedule A.

RECORDS

13 The Recipient will:

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the RDCK;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the RDCK; and
- (c) permit the RDCK, for monitoring and audit purposes, at all reasonable times, on reasonable notice, to enter any premises used by the Recipient to deliver the Project or keep any documents or records pertaining to the Project, in order for the RDCK to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both

printed and electronic, including, but not limited to, hard disk or USB's), whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement.

- 14** The RDCK does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Recipient.

NON EXPENDED FINANCIAL CONTRIBUTION

- 15** At the sole option of the RDCK, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term shall be:
- (a) returned by the Recipient to the RDCK as may be requested by the Active Transportation Fund;
 - (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement and authorized by the Province.

CONFLICT OF INTEREST

- 16** The Recipient must not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the RDCK, give rise to a conflict of interest between the obligations of the Recipient to the RDCK under this Agreement and the obligations of the Recipient to such other person or entity.

CONFIDENTIALITY

- 17** The Recipient must treat as confidential all information and material supplied to or obtained by the Recipient, or any third party, as a result of this Agreement. The Recipient must not, without the prior written consent of the RDCK, permit its disclosure, except as required by applicable law or to the extent that the disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

DEFAULT

- 18** Any of the following events constitute an Event of Default:
- (a) the Recipient fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
 - (d) the Recipient ceases, in the opinion of the RDCK, to operate;

- (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the RDCK , materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under the Bankruptcy and Insolvency Act (Canada) is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed;
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment.

RESULTS OF AN EVENT OF DEFAULT

- 19** Upon the occurrence of any Event of Default and at any time after that the RDCK may, despite any other provision of this Agreement, at its option, elect to do any one or more of the following:
- (a) terminate this Agreement, in which case the RDCK shall pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Project completed to the satisfaction of the RDCK prior to expiration or termination. Such payment shall discharge the RDCK of all liability to the Recipient under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the RDCK;
 - (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
 - (d) waive the Event of Default;
 - (e) require repayment of any portion of the Financial Contribution not spent in accordance with this Agreement;
 - (f) pursue any other remedy available at law or in equity.
- 20** The RDCK may also, at its option, either:
- (a) terminate this Agreement on 30 days written notice, without cause; or
 - (b) terminate this Agreement immediately if the RDCK determines that the Recipient's failure to comply places the health or safety of any person at immediate risk.

DISPUTE RESOLUTION

- 21 The Parties agree to first refer any matter in dispute under this Agreement to senior officers of the Parties. If the matter cannot be resolved, they must submit it to a mediator as agreed upon by both Parties. The Parties must bear equally the expenditures directly related to the mediation process.

INSURANCE AND INDEMNITY

INSURANCE

- 22 During the Term of this Agreement, the Recipient must 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 Project 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 Recipient does not provide or maintain in force the insurance required by this Agreement, the Recipient agrees that the RDCK may take out the necessary insurance and the Recipient shall pay to the RDCK the amount of the premium immediately on demand.
- 23 The Recipient is solely responsible for determining what additional insurance coverage, if any, is necessary or advisable for the protection of the Recipient or that is required by the Recipient to fulfill its obligations under this Agreement with such additional insurance maintained and provided at the sole expense of the Recipient and with the Recipient being responsible for obtaining whatever additional insurance it deems necessary in respect of the Recipient's property. The Recipient must require and ensure that each third party maintains insurances comparable to those required above.

INDEMNITY

- 24 The Recipient must indemnify and save harmless the RDCK and Canada, their employees and agents, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the RDCK and Canada may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, if the same or any of them are based on, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the RDCK or Canada.

ASSIGNMENT AND SUB-CONTRACTING

- 25 The Recipient must not, without the prior, written consent of the RDCK:
- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
 - (b) sub-contract any obligation of the Recipient under this Agreement.

- 26 No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations, including Section 12, under this Agreement or impose upon the RDCK any obligation or liability arising from any such sub-contract.
- 27 This Agreement will be binding upon the RDCK and its assigns and the Recipient, the Recipient's successors and permitted assigns.

REPAYMENT OR REDUCTIONS

- 28 An amount paid by the RDCK to the Recipient or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement is repayable to the RDCK and until repaid constitutes a debt due to the RDCK.

OTHER FUNDING

- 29 If the Recipient receives funding for or in respect of the Project from any person, firm, corporation or other government or governmental body, then the Recipient must immediately provide the RDCK with full and complete details thereof.

NOTICES

- 30 Where in this Agreement any notice or other communication is required to be given by any of the Parties, it will be made in writing. It will be effectively given:
- (a) by delivery, to the address of the Party set out below, on the date of delivery;
 - (b) by pre-paid registered mail, to the address of the Party set out below, on the fifth Business Day after mailing; or
 - (c) by e-mail, to the e-mail address of the Party mentioned in this Agreement, on the date the e-mail is sent.
- 31 The contact details of the Parties are:

RDCK:

Regional District of Central Kootenay
Contact: Mike Morrison, Corporate Officer
202 Lakeside Drive
Nelson, British Columbia V1L 5R4
Email: mmorrison@rdck.bc.ca
Phone: 250-352-6665

Recipient:

West Kootenay Cycling Coalition
Contact: Patricia Dehnel
1512 Falls St. Nelson BC V1L 1J4

Email: patricia@dehnel.com

Phone: 250-505-3246

The address, phone number, or email set out above may be changed by notice in the manner set out in this provision.

NON WAIVER

- 32 No term or condition of this Agreement and no breach by the Recipient of any term or condition will be deemed to have been waived unless such waiver is in writing signed by the RDCK and the Recipient.
- 33 The written waiver by the RDCK of any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any other provision or of any subsequent breach of the same or any other provision of this Agreement.

ENTIRE AGREEMENT

- 34 The Schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those Schedules) are part of this Agreement.

MISCELLANEOUS

- 35 The laws that apply in British Columbia govern this Agreement.
- 36 All of the provisions of this Agreement in favour of the RDCK and all of the rights and remedies of the RDCK, either at law or in equity, survive any expiration or sooner termination of this Agreement.
- 37 Nothing in this Agreement operates as a consent, permit, approval or authorization by the RDCK thereof to or for anything related to the Project that by law, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 38 Any modifications to this Agreement will be made by agreement of both Parties in writing, which will be executed by both Parties.
- 39 The Recipient 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.
- 40 The Recipient, its volunteers, personnel, subcontractors and agents are not employees, servants, partners or agents of the RDCK.

EXECUTION AND DELIVERY OF AGREEMENT

41 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each Party and that executed copy being delivered to the other Party by a method provided for in Sections 30 and 31 or any other method agreed to by the Parties.

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	WEST KOOTENAY CYCLING COALITION
<hr/> (Signature of Authorized Signatory)	<hr/> (Signature of Authorized Signatory)
Aimee Watson, Board Chair <hr/> (Name and Title of Authorized Signatory)	<hr/> (Name and Title of Authorized Signatory)
<hr/> (Signature of Authorized Signatory)	<hr/> (Signature of Authorized Signatory)
Mike Morrison, Corporate Officer <hr/> (Name and Title of Authorized Signatory)	<hr/> (Name and Title of Authorized Signatory)

SCHEDULE A – THE PROJECT

Vision: A year-round, inclusive, accessible protected pathway that links Castlegar to Nelson and can be used for safe commuting and recreation. (Part of a larger vision that encompasses a multi-modal, active transport network connecting all of the West Kootenays.) This is proposed as a 45km active transportation route linking the two anchor cities of Castlegar and Nelson, within the Regional District of Central Kootenay in southeast British Columbia.

- 1** A professional consulting firm will be retained by the Recipient to complete a feasibility study confirming routes and infrastructure for a protected active transportation pathway (walking, rolling, bicycle and e-bikes) along the highway, adjacent roads and paths, and/or hydro and rail rights of way, between Nelson and Castlegar. The proposed route will link and include existing regional parkland and pathway facilities. Alternate recommendations will be made where route may not be feasible.
- 2** Project Deliverables:
 - (a) Develop a vision for a station to station route;
 - (b) Assess route feasibility;
 - (c) Develop a phased approach for achieving the vision based on feasibility and priority;
 - (d) Develop cross section sketches for the proposed types of active transportation facilities (i.e., separated bike lane, multi use path) and planning level cost estimates;
 - (e) Identify locations for connector amenities: bike corrals, recreation centers, bike racks, signage, washrooms;
 - (f) Identify multimodal hubs including connections to public transportation (i.e., bus stops and future electric train stops).
 - (g) amended from time to time.
- 3** The Project and all associated reporting must be completed July 31, 2024.

SCHEDULE B – FINANCIAL CONTRIBUTION

PAYMENTS

- 1** The RDCK agrees to provide to the Recipient a maximum amount of \$50,000 (GST exempt) during the Term of the Agreement.
- 2** \$37,500 (GST exempt) is payable upon execution of this Agreement. \$12,500 (GST exempt) will payable upon submittal to the RDCK, to its sole satisfaction of a draft final report summarizing the findings of the feasibility study.

SCHEDULE C – REQUIREMENTS OF CANADA /RDCK FUNDING AGREEMENT

PROCUREMENT

- 1** The Recipient shall form a proposal review committee to select the consultant which shall include an RDCK representative.

REPORTING

- 2** The Recipient is required to submit a narrative report to the RDCK on their activities upon the completion of the Project. The contents of this report shall include:
 - (a)** Project targeted within the strategy;
 - (b)** Alignment of strategy goals with Canada’s Active Transportation Fund outcomes;
 - (c)** Outreach to vulnerable populations carried out during the creation of the strategy;
 - (d)** Communications Activities.
- 3** The Recipient agrees to cooperate with Canada and the RDCK in the conduct of any evaluation of the Program during or after the term of this Agreement.

AUDIT

- 4** The RDCK and Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards.
- 5** The Recipient agrees to cooperate with the RDCK and Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.
- 6** The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.
- 7** The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.
- 8** The Recipient will provide the RDCK and Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

SCHEDULE D – ELIGIBLE AND INELIGIBLE EXPENDITURES

1 Eligible Expenditures:

- (a) Expenditures directly associated with joint federal communication activities and with federal project signage;
- (b) Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
- (c) Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
- (d) Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments, as well as creating community employment benefit plans;
- (e) The incremental costs of the eligible recipients' employees may be included as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
 - (i) There is a lack of private sector capacity to undertake the work; or
 - (ii) The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient's employees; or
 - (iii) A collective agreement requires the recipient to use their own unionized employees for certain project work;
- (f) Costs associated with project monitors or independent certifiers.

2 Ineligible expenditures:

- (a) Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section 1 of this Schedule;
- (b) Expenditures related to purchasing land, buildings and associated real estate and other fees;
- (c) Expenditures related to cost overruns or incurred for cancelled projects;
- (d) Furnishings and non-fixed assets which are not essential for the operation of the asset/project;
- (e) General repairs and maintenance of a project and related structures, unless they are part of

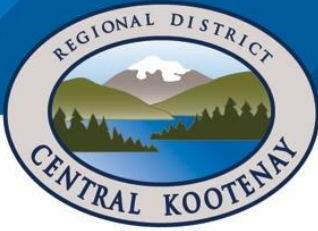
- a larger capital project;
- (f) Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
 - (g) Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;
 - (h) On-going operations, maintenance and/or electricity and fuel costs associated with the operations of capital assets;
 - (i) Legal fees, except those explicitly eligible under Section 1 of this Schedule
 - (j) Financing, interest, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
 - (k) Leasing land, buildings, equipment and other facilities except for equipment other than equipment directly related to the construction of the project, real estate fees and related costs;
 - (l) Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
 - (m) Purchase or maintenance of diesel buses;
 - (n) Expenditures related to any good and services which are received through donation or in-kind contribution;
 - (o) Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section 1 of this Schedule; and
 - (p) Maintenance expenditures incurred as part of regular operations.

SCHEDULE E – COMMUNICATIONS

- 1** Media events and promotional materials regarding the Project shall not occur without the prior knowledge and agreement of the RDCK. The Recipient will provide at least 20 working days' notice to the RDCK's contacts for media events. Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, news releases, or release of documents.
- 2** Notice of a media event shall be provided by the Recipient to the RDCK a minimum of 15 days prior to the event. Current contacts are:

Dan Elliott, Communications Coordinator
delliott@rdck.bc.ca

Mike Morrison , Corporate Officer
mmorrison@rdck.bc.ca
- 3** The RDCK is responsible for directly liaising with Canada on Project communications.
- 4** Any media event shall take place at a mutually agreed date and location. The Recipient will acknowledge the Financial Contribution made by Canada on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms, or other publications produced by the Recipient and related to the Project, in terms satisfactory to the RDCK.
- 5** The Recipient will use the RDCK's and Canada's word mark in acknowledging the financial contribution. Any and all use by the Recipient of the Government of Canada's word mark and statement will be in the form provided by the RDCK, and will comply with the graphic standards and any conditions communicated, by the RDCK to the Recipient from time to time. The statement to accompany acknowledgement is as follows: "This project is funded in part by the Government of Canada."



Board Report

Date of Report: October 25, 2022
Date & Type of Meeting: November 17, 2022 Regular Board Meeting
Author: Chris Johnson, Manager of Community Sustainability
Subject: CEPF Application – Safe for the Use Intended
File: 14-7610-01
Electoral Area/Municipality: All

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to seek direction from Board to approve the application to the UBCM Community Emergency Preparedness Fund (CEPF) Disaster Risk Reduction-Climate Adaptation stream for \$278,124.37 to: a) characterize what the RDCK considers acceptable or safe when developing in areas exposed to geotechnical hazards (\$130,000); and b) make an application on behalf of the diking authorities along the Kootenay River in the Creston Valley for prioritizing and designing dike repair work (\$148,124.37).

This two-part grant was submitted on September 30, 2022 to meet the program deadline. If the Board does not support the applications, staff can remove the applications from consideration with UBCM.

SECTION 2: BACKGROUND/ANALYSIS

PART A: SAFE FOR THE USE INTENDED

A main responsibility of local governments is to manage development within their political boundaries, with a key driver being the safety of those developments. While subdivision approval is still provided by the Ministry of Transportation and Infrastructure, land use planning and building permit approvals are core functions of the RDCK, and where concerns for safety are typically addressed.

In our region many developed areas, and many that are not yet developed, are exposed to geotechnical and/or flooding hazards due to the mountainous terrain. For flooding hazards, the RDCK has the Floodplain Management Bylaw that dictates flood construction levels (FCL) on how high above a given flood level and setbacks on how far away from water's edge development can be built on a variety of creeks, rivers and lakes. The Floodplain Management Bylaw is an example of how the RDCK regulates development, a legally defensible standard of safety, applicable throughout the region in clear water flood areas. There is not, however, a similar standard for geotechnical hazards which are noted in the Floodplain Management Bylaw as Non-standard Flood and Erosion Areas (NSFEA) and in most cases a qualified professional (QP) engineer or geoscientist, has to be employed by property owner to provide a site specific assessment of the property as part of the development approval process.

An ongoing project since 2017, the RDCK has completed a regional geotechnical assessment study which provides more current information on both the FCL and setback requirements for clear water flooding, the study also identifies the extent of steep creek hazards displayed on mapping susceptible to landslides. In the many steep slope areas of our region there is potential geotechnical hazard risk where people still want to build. The

RDCK manages these developments under the authority of Section 56 of the Community Charter where a “...building inspector may require the owner of land to provide the building inspector with a report certified by a qualified professional that the land may be used safely for the use intended”. The challenge that arises, and what this grant application intends to resolve is, the RDCK has not defined what it considers *safe* in the aforementioned context.

Historically the RDCK has relied on the QPs to determine what is safe, however the new Professional Practice Guidelines for Landslide Assessments from Engineers and Geoscientists of BC (EGBC) state “Levels of Landslide Safety...must be established and adopted by the Local Government”¹. In addition to this, the RDCK received a letter (Attachment B) from the Kootenay Geotechnical Group – a local organization of 14+ professional engineers and geoscientists – asking local governments to define a level of acceptable risk.

With this grant, staff propose hiring a consulting firm to work with the Board to develop risk tolerance criteria and a policy delineating what is acceptable risk as it pertains to natural hazards, with a focus on geotechnical hazards. Once established, these criteria will provide greater clarity concerning how development can occur in areas exposed to hazards and can be applied by a QP to determine if a proposed development is safe for the use intended. This clarity will support residents, the development industry, local professionals, and our Building and Development staff.

Finally, defined levels of acceptable risk will support additional Board decisions as they pertain to hazard mitigation, such as when to support the construction or maintenance of flood mitigation structures.

PART B: CRESTON VALLEY FLOOD MANAGEMENT

In June of 2021 Board directed staff to “... continue working with the Creston Valley Flood Management Partnership on a memorandum of understanding and terms of reference for the group and update the Board on progress”.

As a reminder, the CVFMP is an informal group developed in 2020 and consisting of six diking authorities and the Yaqan Nukiy that collectively manage more than 100 km of dikes along the Kootenay River in the Creston Valley, located both within the Town of Creston and the RDCK rural areas. Homes, businesses, agriculture, and municipal and provincial infrastructure in the RDCK and the Town of Creston benefit from the protection provided by these dikes. There has been a historical lack of trust between the various diking authorities but recently progress has been made through the development of the CVFMP. This group is now successfully working together around common goals, the first of which is to secure funding to complete critical repairs to existing dikes.

Grant funding for this type of work is only available to local governments and First Nations.

In 2021 the CVFMP worked with the Town of Creston as a sponsor to successfully receive funding from the UBCM CEPF and Columbia Basin Trust (CBT). This funding was used to update a 2014 risk assessment on the Kootenay River dikes by including climate change considerations, an updated dike condition assessment, and the Yaqan Nukiy perspective on flood management. This 2021 risk assessment has identified and prioritized areas that are more vulnerable to a dike breach and subsequent flooding and prioritized the areas for repair based on their consequence and likelihood of failure.

¹ Professional Practice Guidelines – [Landslide Assessments in BC](#) – EGBC Section 3.1.1

For the 2022 CEPF intake, the CVFMP requested the RDCK be the sponsor to apply for the required funding. The proposed project will build on the 2021 risk assessment and prioritization to develop designs for repairs in order for the projects to be shovel-ready.

Sponsoring the CVFMP by applying for and managing the funds associated with this phase of work does not require the local government to become the diking authority of the structures. However, it should be noted that it is the current understanding of staff that any capital funding grants will require a local government or First Nation to become the diking authority and have legal access to the structures.

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

This grant application has applied for 100% of project costs. Staff recommend costs be paid and the grant received through service A101 – Emergency Program.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

Staff will follow the RDCK purchasing policy to guide procurement of services to complete the projects if approved.

3.3 Environmental Considerations

Both of these projects address current issues but also look forward to encompass anticipated changes resulting from our changing climate.

3.4 Social Considerations:

Clearly defining a level of acceptable risk provides a level of clarity to residents and developers throughout the region. Further, this understanding could be applied to other unique situations within the RDCK that deal with potential impacts of natural hazards on the built environment.

The Creston Valley is a clearly defined sub-region within the RDCK. Work to mitigate potential flooding in valley bottom benefits the entire population through a myriad of ways.

3.5 Economic Considerations:

Being clear on expectations of development facilitates better planning and execution.

Flood mitigation investments have been proven to save more money than they cost. A common ratio provided is a 7x return on investment². Meaning for every dollar spent on mitigation ~\$7 is saved in response and recovery. While this number varies depending on location, it rarely decreases. The atmospheric river event in the Fraser Valley in 2021 has an estimated cost of \$9 billion. The Creston Valley is the third largest agriculture producing area in BC, behind the Fraser Valley and the Okanagan. Much of this production occurs in the flood plain that is protected by the dikes along the Kootenay River.

3.6 Communication Considerations:

Defining a level of acceptable risk for the RDCK will require community input. This will be listed as an expectation in the RFP for proponents to identify and respond to.

² FEMA - https://www.fema.gov/sites/default/files/2020-07/fema_mitsaves-factsheet_2018.pdf

The CVFMP has provided a forum for engagement with the majority of the affected parties via the diking districts' elected trustees.

3.7 Staffing/Departmental Workplan Considerations:

Staff from Planning, Building, and the Emergency Program will coordinate with the Board on establishing defined levels of acceptable risk. As this project will be led by consultants it is anticipated that the workload on staff will be minimal.

The project proposal for the Creston Valley includes a contract project manager that will manage the development of the work with the consultant and the CVFMP where RDCK staff will continue to participate.

3.8 Board Strategic Plan/Priorities Considerations:

To excel in governance and service delivery

To adapt to our constantly changing climate

SECTION 4: OPTIONS & PROS / CONS

OPTION 1

That the Board approve the application to the UBCM Community Emergency Preparedness Fund (CEPF) Disaster Risk Reduction-Climate Adaptation stream for \$278,124.37 to: a) characterize what the RDCK considers acceptable risk when developing in areas exposed to geotechnical hazards (\$130,000); and b) make an application on behalf of the diking authorities along the Kootenay River in the Creston Valley for prioritizing and designing dike repair work (\$148,124.37);

PART A

Pros

- Staff will have a clear definition of what the RDCK considers acceptable risk to define safe for the use intended to inform QPs and building permit applicants
- This will create transparency in the process for developing in areas exposed to natural hazards
- QP assessments will be required to identify how a proposed application meets the standard for the safe for the use intended resulting in more consistency in reports received
- This will contribute to making our communities more resilient to current and future climate risks

Cons

- Some land may be determined unsafe for development in its current form

PART B

Pros

- Supports the resilience of the Creston Valley by mitigating potential flooding emergencies
- Supports a more unified approach to the management of lands along Kootenay River which will have positive impacts on ecosystem health
- Supports RDCK residents in finding common goals and creates relationships

Cons

- Doesn't resolve the lack of provincial/federal funding for Diking Improvement Districts

- Next steps of getting funding to repair the dikes is unclear – needs to be a local government or First Nation that applies

OPTION 2

That the Board direct staff to remove the application to UBCM CEPF application process.

SECTION 5: RECOMMENDATIONS

That the Board approve the application to the UBCM Community Emergency Preparedness Fund (CEPF) Disaster Risk Reduction-Climate Adaptation stream for \$278,124.37 to: a) characterize what the RDCK considers acceptable or safe when developing in areas exposed to geotechnical hazards (\$130,000); and b) make an application on behalf of the diking authorities along the Kootenay River in the Creston Valley for prioritizing and designing dike repair work (\$148,124.37);

AND FURTHER, that these costs be included in the 2023 Financial Plan in A101 – Emergency Program subject to successful application;

AND FURTHER, that staff be directed to hire consultants to complete the projects subject to successful application.

Respectfully submitted,
Chris Johnson, Manager of Community Sustainability

CONCURRENCE

Chief Administrative Officer – Stuart Horn	Approved
GM of Development & Community Sustainability – Sangita Sudan	Approved
Building Manager – Chris Gainham	Approved
Planning Manager – Nelson Wight	Approved

ATTACHMENTS:

Attachment A – UBCM CEPF APPLICATION
Attachment B – Letter from Kootenay Geotechnical Group

Community Emergency Preparedness Fund
Disaster Risk Reduction – Climate Adaptation
2022/23 Application Form

Funding permitting, two application deadlines are scheduled for 2022/2023: September 30, 2022 and February 24, 2023. Applicants will be advised of the status of their application within 90 days of the application deadline.

Please complete and return the application form in advance of the deadline. All questions must be answered by typing directly in this form. If you have any questions, contact cepf@ubcm.ca or (250) 387-4470.

SECTION 1: Applicant Information	AP _____ <i>(for administrative use only)</i>
Name of Local Government or First Nation: Regional District of Central Kootenay	Date of Application: September 29, 2022
Contact Person*: Chris Johnson	Position: Mgr of Community Sustainability
Phone: 250 352-1530	E-mail: cjohnson@rdck.bc.ca

* *Contact person must be an authorized representative of the applicant.*

SECTION 2: For <u>Regional Projects Only</u>
<p>1. Identification of Partnering Applicants. For all regional projects, please list all of the partnering eligible applicants included in this application. Refer to Section 2 in the <i>Program & Application Guide</i> for eligibility.</p>
<p>2. Rationale for Regional Projects. Please provide a rationale for submitting a regional application and describe how this approach will support cost-efficiencies in the total grant request.</p>

SECTION 3: Project Summary
<p>3. Name of the Project: CAT 1: Creston Valley Flood Management CAT 2: Defining "Safe for the Use Intended"</p>

4. Type of Project. Please identify each component you are applying for:

- Category 1: Foundational activities (risk mapping, risk assessments, planning)
- Category 2: Non-structural activities (non-physical such as land use planning, community education, purchase of eligible equipment)
- Category 3: Small scale structural activities (refer to Appendix 1 in Program Guide)

5. Project Summary. Please provide a summary of your project in 150 words or less.

CATEGORY 1: This project focuses on planning for shovel-ready dike repair projects in the Creston Valley. Recent flood risk assessments identified 4.6km of very high risk dikes in need of repair. Preliminary mitigation measures have been developed using this information as well as a climate change impacts assessment and Yaqaan Nukiy First Nations recommendations. This project will advance the preliminary plans to shovel-ready.

CATEGORY 2: The majority of development in the RDCK occurs at valley bottoms or alluvial fans. Both are exposed to natural hazards. The RDCK has completed NDMP 1 & 2 and has good data on where natural hazard risk exists. However, using that data to reduce/avoid risk to existing/new development is currently not possible without a clear definition of what is safe. This project intends to define what the RDCK considers safe to support QPs in assessing if a proposed development is safe for the use intended.

6. Project Cost & Grant Request:

Total project cost: \$278,124.37

Category 1: \$148,124.37

Category 2: \$130,000.00

Category 3: \$0.00

Total project funding request: \$278,124.37

Have you applied for or received funding for this project from other sources (e.g., Adaptation, Resilience Disaster Mitigation Program - Green Infrastructure, Natural Infrastructure Fund – Small Projects)? If yes, please provide details below.

No.

SECTION 4: Category 1: Detailed Project Information

Only complete this section if you are applying for a project under Category 1: Foundational Activities (risk mapping, risk assessments, planning)

If this project includes flood mapping, confirm that you have contacted EMBC in advance of submitting the application and provide the date and contact person:

We have contacted EMBC: No flood mapping as part of this project.

7. Project Area.

- a. Describe the proposed project area(s) (location, size, total number of people benefiting from this project, land use, etc.).

Map(s) indicating the location of the proposed project must be included with this application along with GPS coordinates

Creston Valley is in the Kootenay region of southeastern B.C and has an approximate population of 6,500. The Creston Valley is within Ktunaxa Amakis and since time immemorial the Yaqan Nukiy have been stewards of this land and waterway. The area includes the Creston Valley Wildlife Area, a wetland of international importance. The Town of Creston is the largest centre. The economy is largely agriculture and forestry as well as the service sector and tourism. The Valley is B.C.'s second most fertile agricultural area after the Fraser Valley, focusing mainly on apples, cherries, dairy and grain.

The Kootenay River is the main watercourse and is subject to seasonal floods that are expected to increase in severity due to climate change. There are increasing drainage issues from land use changes and development in Creston and the smaller surrounding communities in the RDCK.

Six diking authorities and the Yaqan Nukiy manage more than 100 km of dikes along the Kootenay River in the Creston Valley, each operating independently of the others. Homes, businesses, roads and municipal infrastructure in the Regional District of Central Kootenay (RDCK) and the Town of Creston benefit from the protection provided by the dikes. There has been a historical lack of trust between the various stakeholders but recently they have been steps towards forming a formal working group, called Creston Valley Flood Management Partnership (CVFMP). This partnership is now successfully working together around common goals.

An animated map of the project area can be found here:
https://www.dropbox.com/s/46m3y4wftfidex/CVFMP_2022_V3.mp4?dl=0

Location maps of all the dikes within the Creston Valley study area are attached to this application. These maps also include the locations of the "Very High" flood risk dike segments.

- b. Does the proposed project(s) build on other recent projects in your region? If yes, please explain. If referencing reports, please include the relevant page number(s).

In 2014, the Yaqan Nukiy undertook a floodplain mapping and risk assessment project of the area incorporating the First Nation's ecological, social and cultural values. In 2019/ 20 RDCK undertook flood mapping for 16 high priority areas identified through their 2018/ 19 Risk Prioritization Study. Although the Goat River was part of the study, this exercise did not include the Creston Valley.

The CVFMP has worked with the Town of Creston as a fiscal sponsor to successfully receive funding from the Community Emergency Preparedness Fund in 2021. This funding is being used to complete and update the 2014 risk assessment by including climate change considerations, an updated dike condition assessment

and the Yaqaan Nukiy perspective on flood management. This 2021-2022 risk assessment identified the areas that are more vulnerable to a dike breach and subsequent flooding. Based on their consequence of failure and likelihood of failure, these areas were prioritized. A strategic action plan providing preliminary mitigation measures to increase flood resiliency in these high risk areas is being developed. This plan will be finalized by the end of 2022.

The proposed project will build on the 2021-2022 risk assessment and strategic action plan by advancing the engineering to a shovel-ready stage to mitigate flood risk at high risk areas of the diking system. The engineering solution that will be developed will include the results of the ongoing climate change assessment.

This project will also leverage information from the RDCK, Yaqaan Nukiy, local knowledge and independent studies conducted by diking districts

8. Proposed Activities.

- a. What specific activities will be undertaken as part of the proposed project? Please refer to Section 6 of the Program & Application Guide for eligibility and note that activities must align with the required workplan and budget.

The following activities will be undertaken as part of the project:

- Complete a detailed topographic and bathymetric survey.
- Complete hydraulic analysis where needed to estimate the flow characteristics at the area of interest for current and climate change scenarios. The hydraulic characteristics of the flow are required for some flood mitigation designs.
- Geotechnical investigation, where required.
- Detailed dike repair design including climate change considerations and Yaqaan Nukiy perspective on flood management.
- Prepare 30%, 60%, and IFT (issued for tender) engineering drawings and specifications for the proposed flood mitigation options.
- Provide a design report and cost estimate for the prepared drawing package.
- Permitting.

Additionally, this project will include a community engagement component, ensuring residents who live in the Creston Valley are aware of this project and its importance. Local government staff will be provided regular updates on the project and included in site visits and planning meetings, as required.

This project will also include regular consultation and engagement with Yaqaan Nukiy. Cultural perspectives and knowledge will be integrated into planning. A staff

from Yaqan Nukiy will be included in all planning meetings. Honorarium will be provided.

- 9. Rationale.** What is the rationale and evidence for undertaking this project? This may include evidence of how the local natural hazard and/or climate risk is being assessed; threat levels (e.g., as identified in completed risk assessments), projected climate risks and/or recent history (e.g., evacuation order, disaster financial assistance).

Creston Valley includes six diking authorities, accountable under the Dike Maintenance Act, with ownership of over 100 km of dikes along the Kootenay River and tributaries. Yaqan Nukiy manages dikes on reserve land adjacent to these water courses. Each entity operates individually even though activities of one authority impact the others as well as the Creston Valley system as a whole. The Town of Creston's Wastewater Treatment Plant and associated lands are located within an area protected by diking infrastructure. The Creston Valley floodplain is impacted by development in the regional district surrounding the area.

Given the recent catastrophic floods that happened in BC, the CVFMP is motivated to work collaboratively to undergo restoration and mitigation projects that will reduce flood risks in the Creston Valley. The Creston Valley is second only to the Okanagan in fruit production in BC. If climate change flooding were to impact this fertile valley, it would greatly impact the local ecology and have difficult repercussions for the local economy.

Planning and design for the development of structural upgrades and set back dike plans are critical steps for ensuring the local ecology and economy are sustained for future generations.

A site investigation was completed for the dikes along the Goat River and Kootenay River to define the erosion failure likelihood of different parts of the diking system. The investigation revealed that several dike sections show severe erosion and have no protection measures. These sections are extremely vulnerable to failure during a major Kootenay River Flood and the flood damages would be significant. Also, the crest elevation of the dikes was reviewed using recent LiDAR data to define the overtopping failure likelihood. According to the results, part of the Goat River dike is at elevated risk of overtopping unless the dike's crest is raised above the flood construction level.

Therefore, a medium to major flood event on the Kootenay River or the Goat River could cause a dike failure and flooding in the adjacent lands and affect local residents, agricultural land owners, and/or businesses. According to the BGC 2014 Flood Risk Assessment Report, the potential direct damage due to dike failures during a 200-year flood could reach up to 30 million dollars (2014 non-actualized value).

Therefore, improving the flood protection condition at these locations could prevent a future disaster.

Copies or extracts of the available evidence is required to be submitted with the application.

10. Engagement & Collaboration

- a. In addition to Section 2 (if applicable), describe how the proposed project will contribute to a comprehensive, cooperative and regional approach to disaster risk reduction-climate adaptation.

This project will provide plans and designs for the development of prioritized structural projects. Working collaboratively with local government, Yaqan Nukiy, diking districts and agriculture and ranching business owners will ensure this project reflects a comprehensive collaborative system-wide approach to flood management planning and strategic flood mitigation in the Creston Valley.

- b. Describe how the proposed project will include engagement with First Nations, local governments and other with impacted and affected parties (e.g., equity-denied populations, critical infrastructure owners).

This project involves an active partnership including local government, Yaqan Nukiy, diking districts and agriculture and ranching business owners. These members of the partnership meet regularly to make collaborative decisions on project implementation. The partnership is coordinated by professional consultants who have worked with the partnership to develop comprehensive communication and engagement plans for outreach to the broader community.

- c. How will diverse populations, including equity-denied populations, be involved or benefit from this project (e.g., engagement considers non-English speaking populations, DRR-CA measures benefit equity-denied populations, opportunities for youth employment, etc.)

This is not applicable for this project.

11. Proposed Deliverables & Outcomes

- a. What specific deliverables will result from this project?

- Topographic and bathymetric data
- Geotechnical field investigation data
- 30%, 60%, and IFT (issued for tender) engineering drawings of the proposed flood mitigation options.
- Design report
- Cost estimate
- Permit applications

- b. Describe how the proposed project considers climate change in the project methodology and adapts to the impacts of climate change through the final deliverables.

A climate change assessment of the Kootenay River system is currently underway. Some outputs of the assessment will include projected Kootenay Lake levels and Kootenay River flow under various global circulation models and concentration pathways. The detailed design of the flood mitigation options will include these results by ensuring sufficient freeboard and erosion protection to resist future flood events.

- c. How will the proposed project lead to increased understanding of the social, cultural, and/or environmental impacts of natural hazards and/or climate-related risks?

This project will provide a deeper understanding of flood hazards in the Creston Valley by highlighting climate vulnerabilities within the region. This project will show evidence of the poor conditions of some dike sections and the importance of dike upgrades and repairs. The impact of dike failures and poorly maintained infrastructures will be conveyed through a rigorous stakeholder engagement process. The projected climate change impacts (precipitation, flow, timing, lake levels) on flood risk will also be highlighted during the engagement sessions to demonstrate the importance of upgrading the flood defence system.

- d. Will the project identify or achieve co-benefits (e.g., assessing multiple hazards, protecting valuable cultural assets, reducing greenhouse gas emissions, improving community health and wellbeing, enhancing biodiversity, etc.)?

As mentioned previously, the Yaqan Nukiy perspective on flood management will be included in the design to promote First Nation values and ecological function of the Kootenay River. Initial discussions with Yaqan Nukiy's representatives indicate that dike setbacks from the river banks should be promoted and riparian vegetation buffers should be restored to reconcile flood defence with ecological functions. The proposed mitigation options will therefore, where possible, enhance biodiversity while ensuring increased flood resilience. The project will also take a step forward in reducing stress related to flood vulnerabilities to some land and business owners that would be directly impacted by a dike failure.

- e. If applicable, how does this project address and/or inform existing or future amendments to local plans, policies, building codes, floodplain zoning bylaws, and/or public awareness/education?

The hydrotechnical and hydrological assessment will provide flood construction levels at some specific locations along the Kootenay River and Goat River. These design criteria will inform future amendments to zoning bylaws.

- 12. Monitoring & Performance Measures.** Describe how the project will be monitored and what performance measurements will be used (e.g. work progress reports, timeline review, resource planning, procurement plan and roll out, etc.).

The CVFMP has a detailed work plan for all project implementation. Progress will continue to be tracked and reported on to the partnership regularly to ensure planning timelines and deliverables are being met.

Progress meetings at major project milestones will be requested to monitor the project advancement and identify any potential issues that may affect the project's timeline. The project schedule, along with the meeting and deliverable dates, is enclosed. Any deviation from this schedule will warrant a timeline review.

13. Qualified Professionals. Disaster risk reduction-climate adaptation activities can require specialized technical knowledge and experience to provide meaningful results to your community. If applicable, please outline your procurement process to engage the necessary subject matter expertise (Qualified Professionals) required for this work and the criteria you will use to make the selection.

A request for proposal process following standard government procurement protocol with council resolution will be followed in order to find the most qualified expert for this project. The CVFMP, along with qualified government staff, will review all applications to determine the professionals who are the best fit.

SECTION 5: Category 2: Detailed Project Information

Only complete this section if you are applying for a project under Category 2: Non-Structural Projects Non-structural activities (land use planning, community education, purchase of eligible equipment)

14. Project Area.

a. Describe the proposed project area(s) (location, size, total number of people benefiting from this project, land use, etc.).

Map(s) indicating the location of the proposed project must be included with this application along with GPS coordinates

This project is for the 32,596 residents in the 11 electoral areas within the RDCK. This work will be made available to the 9 municipalities within the RDCK (2 cities, 1 town, and 6 villages) should they choose to examine and/or adopt it.

b. Does the proposed project(s) build on other recent projects in your region? If yes, please explain.

The RDCK experieinces flood and geohazard events every year. These can range from elevated risk scenarios involving evacuation alerts, to evacuation order, to tragedies such as Johnsons Landing in 2012 where 4 people lost their lives. The RDCK has been working to redcue risk in the region and has completed NDMP Streams 1 - 3. These works have provided a high level risk assessment for the whole region (2019), 16 detailed hazard assessments for our highest risk sites (2020), and preliminary designs for structural mitigation at 3 of the 16 sites (2022). This work has provided data that can be used by residents and QPs to perform detailed analyses of risk for a site or location, however a definition or standard of what is considered 'safe' has not been identified by the localy authority, the RDCK.

15. Proposed Activities. What specific activities will be undertaken as part of the proposed project? Please refer to Section 6 of the Program & Application Guide for eligibility and note that activities must align with the required workplan and budget.

To create a policy focused on risk reduction/avoidance in development by identifying a standard of safe-for-the-use-intended in the RDCK. Activities include:

Running a competitive bid proces to evaluate and select a proponent with relevant experience and knowledge of risk-driven decision making

Reviewing Canadian and international policies and processes on reducing risk through identifying acceptable/tolerable risk

Develop proposed policy and supporting information which will be subject to a consultation process led by RDCK

Stakeholder engagement with Yaqan Nukiy, other First Nations, ministries, representative not-for-profits, and residents

Final report/draft policy presentation to Board

16. Rationale. What is the rationale and evidence for undertaking this project? This may include evidence of how the local natural hazard and/or climate risk(s) is being assessed; threat levels (e.g., as identified in completed risk assessments), projected climate risks and/or recent history (e.g., evacuation order, disaster financial assistance).

Development in the RDCK is inevitable. Much of the existing development is on alluvial fans or at the base of mountains/steep slopes at risk from natural hazards including landslides, debris floods and flows, and flooding. New development is being proposed in areas that are exposed to the same hazards, often at greater risk. The changing climate is exacerbating the issue.

The RDCK is trying to keep the number of homes at risk static, or reduce it. Not increase it. This will keep residents safe and limit the liability to the RDCK, the province, and the federal government for emergency response and recovery. The RDCK has typically used Section 56 of the Community Charter to require a geotechnical report certifying that the land may be used safely for the use intended. However, over the last number of years QPs have been pushing back, stating that the local authority should be determining the definition of what is deemed to be "safe". Put differently, what amount of exposure is acceptable or tolerable. The RDCK does not currently have a policy identifying what is acceptable or tolerable, nor does it have the in-house expertise to tackle such a question.

The RDCK does use other tools to reduce risk in development including our floodplain bylaw and under-development natural hazard development permit areas (DPAs). However, with 11 electoral areas the RDCK is very diverse - some electoral areas have zoning and/or official community plans, some don't - making consistent application of the available tools difficult. A Board approved definition of "safe for the use intended" would allow a standard to be applied throughout the region.

During 2020 and 2021 alone, the RDCK placed 2210 homes on Evacuation Alert, and 1568 homes on Evacuation Order due to natural hazards.

Copies or extracts of the available evidence is required to be submitted with the application.

17. Engagement & Collaboration

- a. In addition to Section 2 (if applicable), describe how the proposed project will contribute to a comprehensive, cooperative and regional approach to disaster risk reduction-climate adaptation.

Having a policy that clearly defines the level of acceptable/tolerable risk within the RDCK will support not only risk avoidance/reduction for buildings, but also support decisions regarding province-built dikes that have been orphaned over the last number of years. There are a number of these throughout the RDCK, many of which classified 'likely to fail' in the recent provincial report on the structures.

- b. Describe how the proposed project will include engagement with First Nations, local governments and other impacted and affected parties (e.g., equity-denied populations, critical infrastructure owners).

Building on our commitment towards reconciliation and relationship building the RTP will be referred to all FN in the region to invite participation and incorporate their input and ensure decisions don't negatively impact their community, cultural assets, or traditional territory.

Emphasis will be on Yaqaan Nukiy of the Ktunaxa Nation since they own private parcels (ex. Ainsworth) and have reserve lands in the Creston Valley where an extensive diking system is in place, of which they are one of many dike improvement districts.

This project will provide foundational work that other local governments and First Nations in the region could use in developing their own policies to apply to their areas and critical infrastructure.

- c. How will diverse populations, including equity-denied populations, be involved or benefit from this project (e.g., engagement considers non-English speaking populations, DRR-CA measures benefit equity-denied populations, opportunities for youth employment, etc.)

Many low/lower-cost homes in the RDCK are at elevated risk to natural hazards due to their locations and/or building type. While identifying a policy that clearly identifies a level of risk reduction that must be met in order for permits to be approved for upgrading/renovations sounds good, in practice it can disproportionately impact lower income residents by making activities that would result in an amount of risk reduction, but not meet the full requirements of the policy, out of reach. In these cases, this policy would enable the RDCK to identify communities that are at a greater risk, but do not have the means to mitigate or reduce that risk and look at larger solutions, such as mitigation infrastructure (dikes, deflection berms, etc...) or other creative risk reduction solutions.

18. Proposed Deliverables & Outcomes

- a. What specific deliverables will result from this project?
 - A. Collate and review relevant policies from other jurisdictions; gap assessment
 - b. Review RDCK Official Community Plans & Policies; RDCK staff consultation.
 - c. Develop interim risk tolerance criteria supporting information; prepare draft report.
 - d. Engage Yaqaan Nukiy and other First Nations to incorporate their input based on traditional knowledge and historical land use.
 - e. Workshop design, preparation, and delivery for broad engagement including equity-denied groups.
 - f. Final report with risk evaluation criteria for geohazards posing life safety risk; Board presentation, preparation, delivery.
 - g. Draft policy on Safe for the Use Intended for Board Review.

Please see Attachment A - Workplan & Budget for details

- b. Describe how the proposed project considers climate change in the project methodology and adapts to the impacts of climate change through the final deliverables.

Through the NDMP studies the RDCK has developed an understanding of how a changing climate might impact flood and geohazards in the region. These studies adjusted flood quantiles (peak discharges at each return period) upwards by 20% according to professional practice guidelines (EGBC, August 28, 2018). As part of this work, the study quantitatively considered impacts of climate change in the development of flood estimates based on Representative Concentration Pathway (RCP) 6.5 and 8.5 for the 2050s, as defined by the Intergovernmental Panel on Climate Change (IPCC). This quantitative analysis, while not conclusive, supported the adjustment according to EGBC guidelines.

Changes from climate change will likely be profound, and the understanding of the trajectory and magnitude of change will evolve rapidly in the coming years. All climate change assumptions applied in the NDMP studies will be periodically reviewed to reflect the evolving climate science.

This understanding of climate change and the policy developed through this project will support the RDCK's goal of adapting to climate change by ensuring new development is built with a risk avoidance/reduction lens that considers the future state of our climate and the associated impacts on natural hazards in the region.

- c. How will the proposed project lead to increased understanding of the social, cultural, and/or environmental impacts of natural hazards and/or climate-related risks?

This is really at the heart of the project. What is acceptable/tolerable risk when it comes to natural hazards? On the surface it is a relatively straight forward question, but when you apply the many lenses (social, cultural, environmental) throughout a diverse region, it becomes incredibly complex. This project will provide the resources to leverage existing expertise and best practices to develop a policy that

will make sense for regions like ours. The intent is to not only develop a policy for the RDCK, but provide foundational work that can be used by our other regional local authorities to develop their own approaches.

- d. Will the project identify or achieve co-benefits (e.g., assessing multiple hazards, protecting valuable cultural assets, reducing greenhouse gas emissions, improving community health and wellbeing, enhancing biodiversity, etc.)?

The purpose of this project is to support the development of resilient communities. Natural hazards are going to happen, and if fewer people are impacted when they do, or the impact is less severe, that community will be better equipped to support those that were most impacted. That is a resilient community.

The RDCK understands that the impacts from a changing climate will permeate through all of our operations. Our Climate Action Plan is evidence of this, which includes actions to mitigate and adapt to climate change through 10 Pathways. This project was identified as an adaptation action under the Land Use & Planning Pathway and supports climate action through building communities' resilience to climate change.

The RDCK Climate Action Plan is a 4-year plan that focuses on climate mitigation and adaptation through 10 Pathways: Land Use & Planning; Transportation & Mobility; Energy; Resource Recovery; Buildings; Food & Agriculture; Water; Wildfire; Floods & Geohazards; and Leadership & Operations.

- e. If applicable, how does this project address and/or inform existing or future amendments to local plans, policies, building codes, floodplain zoning bylaws, and/or public awareness/education?

This project will create a policy within the RDCK that will govern how development happens in areas with higher risk from natural hazards. It will work in conjunction with the RDCK Floodplain Bylaw, DPAs where OCPs exist, and electoral area specific zoning.

19. Monitoring & Performance Measures. Describe how the project will be monitored and what performance measurements will be used (e.g. work progress reports, timeline review, resource planning, procurement plan and roll out, etc.).

* Procurement practices as per the RDCK Purchasing Policy.

* Progress reports submitted by the consultant will be reviewed by the RDCK Senior Project Manager and approved by the General Manager of Development & Sustainability Services.

* Final presentations and workshops by the consultant will take place and include staff and elected officials. Staff will take the results and recommend a policy to delineate what is considered "safe" in the RDCK.

20. Qualified Professionals. Disaster risk reduction-climate adaptation activities can require specialized technical knowledge and experience to provide meaningful results to your community. If applicable, please outline your procurement process to engage the necessary subject matter expertise (Qualified Professionals) required for this work and the criteria you will use to make the selection.

This project will follow the RDCK Purchasing Policy for procurement. Additionally, staff will reach out directly to consultants that are known to have completed similar work. Criteria for selection will be a mix of previous experience in determining acceptable/tolerable risk, experience in rural settings (specifically in the interior of BC), experience with natural hazard risk assessments, and cost.

SECTION 6: Category 3: Detailed Project Information

Only complete this section if you are applying for a project under Category 3: Small-Scale Structural Projects

21. Project Area.

- a. Describe the proposed project area(s) (location, size, total number of people benefitting from this project, land use, etc.).

Map(s) indicating the location of the proposed project must be included with this application along with GPS coordinates

- b. Does the proposed project(s) build on other recent projects in your region? If yes, please explain.
- c. Are there previous emergency response costs that this project is designed to mitigate?

22. Proposed Activities.

- a. What specific activities will be undertaken as part of the proposed project? Include key activities and steps that will be taken to complete the project.

Refer to Section 6 of the Program & Application Guide for eligibility, and note that activities should align with the required work plan and budget.

- b. Describe how the proposed project considers climate change in the project methodology (e.g. design life) and adapts to the impacts of climate change through the final deliverables.
- c. Will the project identify or achieve co-benefits (e.g., assessing multiple hazards, protecting valuable cultural assets, reducing greenhouse gas emissions, improving community health and wellbeing, enhancing biodiversity, etc.)?

- d. Have discussions taken place with applicable agencies to prepare for all required permits and regulatory approvals? Have the required approvals, authorizations and permits to complete the proposed project been applied for or received?
- e. How do you intend to ensure the project is completed to provincial and federal standards?
- f. List any potential implementation risks that may impact your ability to deliver on the project, and explain what mitigation measures are in place to address them (e.g., staff capacity, procurement, severe weather, permitting (DMA, WSA, DFO), in-stream works fishery window, Land Right of Way requirements, etc.).
- g. How will the project be developed and constructed to ensure that project risk is not increased, or transferred, to any parties or to the environment (e.g. transfer of flood risk downstream, destruction of fish habitat, introduction of pollutants to the environment, etc.).

23. Rationale.

- a. What is the rationale and evidence for undertaking this project? This may include completed risk maps, assessments or plans, environmental impact analysis, design drawings or details, record of engagement with First Nations, asset management plan (including natural assets where applicable), projected climate risks, recent history (e.g., evacuation order, disaster financial assistance), and/or letters of support (from provincial ministries, etc.).
- b. Describe the options assessment (e.g., benefit cost analysis) and engagement process that was utilized to determine the proposed project:

Copies or extracts of the available evidence is required to be submitted with the application. Please ensure the application clearly explains where to find supporting documentation (e.g., report page number)

24. Engagement & Collaboration

- a. In addition to Section 2 (if applicable), describe how the proposed project will contribute to a comprehensive, cooperative and regional approach to disaster risk reduction-climate adaptation.
- b. Describe how the proposed project will include engagement with First Nations, local governments, and other impacted and affected populations (e.g. equity-denied populations, critical infrastructure owners).

25. Asset Management. Project sustainability and lifecycle costing are important considerations for structural mitigation projects. Many organizations have implemented asset management practices consistent with [Asset Management for Sustainable Service Delivery: A BC Framework](#).

Outline any ongoing asset management / lifecycle maintenance considerations for the project, and how these will be addressed as part of your organization’s asset management framework (at a minimum please include details on ownership, lifetime, operation and maintenance and budgets).

26. Proposed Outcomes. For each of the following, please describe the extent to which the proposed project will:

- a. Prevent, eliminate or reduce the impacts of hazards through construction of disaster risk reduction-climate adaptation works.
- b. Reduce disaster-related financial liabilities (e.g., history or likelihood of future Disaster Financial Assistance (DFA) claims).

27. Disaster Risk Reduction – Climate Adaptation Measures. In the area of the proposed project, have policies been implemented that reduce disaster risk, or will be implemented as a result of this project (e.g., floodplain zoning bylaws or land use planning updates)?

28. Monitoring & Performance Measures. Describe how the project will be monitored and what performance measurements will be used (e.g. work progress reports, timeline review, resource planning, procurement plan and roll out, etc.).

29. Qualified Professionals. Small-scale structural disaster risk reduction-climate adaptation activities require specialized technical knowledge and experience to provide meaningful results to your community. Outline your procurement process to engage the necessary subject matter expertise (Qualified Professionals) required for this work and the criteria you will use to make the selection.

SECTION 7: Required Application Materials

Only complete applications will be considered for funding.

The following separate attachments are required to be submitted as part of the application:

- Local government Council or Board resolution, Band Council resolution, or First Nation resolution, indicating support for the current proposed activities and willingness to provide overall grant management.
- Detailed work plan and budget for each category identified in the application. This must include a breakdown of work activities, tasks, deliverables or products, resources, timelines (start and end dates), and other considerations or comments. The budget must clearly identify the CEPF funding request, applicant contribution, and/or other grant funding.
- Map(s) indicating the location of the proposed project(s).
- If applicable, copies of any relevant documents that support the rationale for this project must be included with this application. (e.g., Small-Scale Structural applications must be supported by risk assessments, options analysis, etc.).
- If undertaking a flood risk assessment it is encouraged that proponents utilize the [Risk Assessment Information Templates \(RAITs\)](#).
- For regional projects only: Local government Council or Board resolution, Band Council resolution, or Treaty First Nation resolution from each partnering applicant that clearly states their approval for the primary applicant to apply for, receive, and manage the grant funding on their behalf.

SECTION 8: Signature	
I certify that: (1) to the best of my knowledge, all information is accurate and (2) the area covered by the proposed project is within our local authority's jurisdiction (or appropriate approvals are in place).	
Name: Chris Johnson	Title: Manager of Community Sustainability
Signature: <i>An electronic or original signature is required.</i>	Date: September 29, 2022

* Signatory must be an authorized representative of the applicant (i.e. staff member or elected official).

Submit applications to Local Government Program Services, Union of BC Municipalities

E-mail: cepf@ubcm.ca

Mail: 525 Government Street, Victoria, BC, V8V 0A8

To: Kootenay Area Local Government Building Inspectors/Development Personnel

The Kootenay Geotechnical Group (KGG) has been formed to assist with local Kootenay area geotechnical issues, the state of local geotechnical practice, consistency regarding government submissions and requirements and as an avenue for local practitioners to communicate with each other and with government agencies. The KGG has 14+ professional engineers and geoscientists representing 10 companies and government ministries.

Items that have recently been raised by the KGG include:

- 1) Floor Slabs and Schedule B's. Often floor slabs are constructed on fill and since the slabs are not structural (i.e. holding up the walls) the fill under the slabs are not always designed and/or construction reviewed by an engineer and therefore are not included in the Schedules. Are there some situations/circumstances where/when local government would require that the geotechnical engineer sign off engineered fill under non-structural floor slabs.
- 2) Perimeter Drains and Schedule B's. Often perimeter drains are not designed or inspected by an engineer (reference made to local codes etc. instead). Again, not typically included in the Schedules. Are there some situations/circumstances where/when local government would require that the geotechnical engineer sign off the perimeter drain design and construction.
- 3) Legislated Landslide Assessments. Most Kootenay area local governments have not defined a level of landslide safety (for subdivisions and building permits). As such the practitioner is left to define "Safe for the Use Intended" and/or refer to MOTI guidelines or lower mainland local government guidelines when completing legislated landslide assessments. Will local governments attempt to individually (or as a group) define acceptable hazards or continue to leave it up to individual practitioners to define. Also, any requirements to complete a legislated landslide assessment are often not clearly communicated to developers/homeowners which can cause some confusion when geotechnical services are requested.
- 4) Local Government Feedback. Would be helpful to receive feedback from local governments regarding what is working (and not working) with respect to geotechnical reports and/or sign-offs and schedules.

Feedback relating to the above issues would be appreciated – either e-mail feedback or could set up a meeting to discuss as well. Also please let me know if there are other issues you think require clarity and I can raise with the KGG. Thanks for any feedback.

Regards,

Doug Nicol, P.Eng.
Kootenay Geotechnical Group



Board Report

Date of Report:	November 3, 2022
Date & Type of Meeting:	November 17, 2022 Open Regular Board Meeting
Author:	Chris Johnson, Manager of Community Sustainability
Subject:	Senior Energy Specialist Work Plan 2022-2024
File:	10-5200-20-SES
Electoral Area/Municipality:	All

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to receive approval from the Board to enter into a funding agreement with FortisBC for an additional 2-year term of funding for the position of the Senior Energy Specialist (SES), and to provide an overview of the work the SES will be performing during that time.

SECTION 2: BACKGROUND/ANALYSIS

This is the fourth agreement with FortisBC to fund the SES position within the RDCK. The term of this proposed SES agreement runs for a 2-year period from November 2022 – October 2024.

FortisBC's goal in providing this funding is to support local authorities to drive sustainable, energy saving and progressive programs which reduce greenhouse gas (GHG) emissions and energy use, and increase resilience within BC in alignment with FortisBC's sustainability goals.

As part of the RDCK's ongoing commitment to reducing GHG emissions, the RDCK is engaged in multiple energy efficiency and GHG reduction projects and initiatives, both within our organization and to support our community in moving to a sustainable, energy resilient future. The role of the SES is to work with RDCK staff, governmental peers, communities and industry experts to best optimise and implement these projects and initiatives, as well as identify and secure additional funding where available.

During the funding period the SES will largely focus on delivering projects and programs in 3 areas – Demand Side Management for corporate facilities and community buildings, and low carbon / electric vehicle (EV) transportation. Highlights of SES workplan are as follows:

1. **Corporate Facilities – Demand Side Management**
 - a. Provide technical support for RDCK services (Project Management, Resource Recovery, Utility Services, Fire Services, and Community Services) in incorporating energy efficiency and low carbon alternatives in facility upgrades, and facilitate access to grant funding
 - b. Integrate energy monitoring and benchmarking software Portfolio Manager to aid in informing RDCK services on facility energy usage, and build strategies to reduce consumption
 - c. Educate on and support asset management with the use of the Better Corporate Buildings Policy and Guidelines, adopted by the Board in January 2022
 - d. Incorporate energy efficiency / low carbon goals within the asset management plan to ensure a holistic plan for facility renewal going forward

- e. Support the Sustainability Planner (SP) in creating a ‘culture shift’ within the RDCK, and work to include energy efficiency and low carbon considerations in policies, procedures and guidelines, with the goal of climate action being considered in every decision

2. Community Buildings – Demand Side Management

- a. Strategic and technical support of the Regional Energy Efficiency Program (REEP), developed and outlaid in partnership with the City of Nelson for new and existing residential buildings
- b. Participate in province-wide working groups and committees formed to support residents and communities to improve energy efficiency efforts (e.g. deep retrofit and modular home working groups)
- c. Support the building department in preparing for increased BC Energy Step Code level requirements and future Carbon Pollution Standard
- d. Work with community organizations towards strengthening the Home Performance Contractor Network (HPCN) so that residents can to access FortisBC and BCHydro grants
- e. Work with the SP and community organizations to create a collaborative and cohesive community strategy for emissions reductions goals

3. Low Carbon / EV Transportation

- a. Work with RDCK fleet administrators and supervisors to support the transition of the RDCK fleet to low carbon alternatives, including obtaining funding for and commissioning a fleet assessment and plan
- b. Provide strategic and technical support to the SP on the EV network portion for a Regional Active Transportation Plan
- c. Work with community organizations on strengthening the EV charging network across the RDCK
- d. Provide support and advocacy for low carbon / EV opportunities in the community, e.g. commercial fleets, Kootenay Lake ferry

The complete SES FortisBC funding agreement and work plan can be seen 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

The FortisBC funding for the SES position is for 100% of the annual salary costs up to \$100,000 (including benefits, expenses and training costs). The grant funds are received and costs paid through A108, an allocation service for Development and Community Sustainability.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

The SES will provide technical input to many RDCK Policies and Bylaws; these will all be brought to the board on a case-by-case basis.

3.3 Environmental Considerations

The work carried out within the SES work plan will present significant positive environmental impact for the region through reduced GHG emissions, active transportation, better performance buildings, improved air quality, and environmental awareness.

3.4 Social Considerations:

The SES work plan presents significant positive social impacts through the benefits of active transportation, improvements to residential and community facilities, education and awareness opportunities, and community engagement.

3.5 Economic Considerations:

The SES work plan supports the reduction of energy usage and related costs for residents, RDCK and community services, and businesses throughout the region. Training and awareness opportunities for building contractors will increase their knowledge and marketability.

3.6 Communication Considerations:

Internal and community engagement and outreach is recognized as an essential component of outlaying initiatives within the SES work plan.

3.7 Staffing/Departmental Workplan Considerations:

The SES will provide technical support and guidance to the SP and various other RDCK departments in pursuit of reducing our organizational carbon emissions.

3.8 Board Strategic Plan/Priorities Considerations:

The SES work plan directly supports the strategic objective: *To adapt to our changing climate and mitigate greenhouse gas emissions.*

Additionally, the SES work plan aligns with the key sustainability commitments made by the RDCK Board, including: Climate Action Imperative, 100% Renewable Kootenays, SCEEP, State of Climate Action, RDCK 2019 – 2022 Strategic Plan, and the proposed RDCK 2023-2030 Climate Actions.

SECTION 4: OPTIONS & PROS / CONS

Option 1: That the Board direct the Chair and Corporate Officer to sign a funding agreement with FortisBC to provide funding for the position of the Senior Energy Specialist (SES).

Pros:

- Full 2 year funding available for the SES from FortisBC
- RDCK will be able to deliver on its RDCK sustainability commitments
- The activities in the work plan can immediately move from foundational work into full implementation
- The SES will provide support to RDCK staff on numerous projects, policies, guidelines and processes
- RDCK residents and communities will benefit from support and access to rebates
- Access to additional network of FortisBC support

Cons:

- Some involvement of FortisBC via reporting on projects

Option 2: That the Board not approve the Corporate Officer to sign a funding agreement with FortisBC to provide funding for the position of the Senior Energy Specialist (SES) and rather support this position through requisition.

Pros:

- No involvement of FortisBC via reporting on projects

Cons:

- RDCK would have to requisition for this position to facilitate and support the work to achieve sustainability commitments made by the Board
- Limited access to additional network of FortisBC support

SECTION 5: RECOMMENDATIONS

That the Board approve the RDCK enter into the *Senior Energy Specialist Funding Agreement* with FortisBC to fund the Senior Energy Specialist (SES) position for the period of 2 years (2022-2024), and that the Chair and Corporate Officer be authorized to sign the necessary documents.

Respectfully submitted,
Chris Johnson, Manager of Community Sustainability

CONCURRENCE

GM Development and Community Sustainability – Sangita Sudan	Approved
Chief Administrative Officer - Stuart Horn	Approved

ATTACHMENTS:

Attachment A – Senior Energy Specialist Funding Agreement and Work Plan

SENIOR ENERGY SPECIALIST FUNDING AGREEMENT

THIS AGREEMENT made as of _____ October 26 _____, 2022 (the “Effective Date”)

BETWEEN:

FORTISBC ENERGY INC., 16705 Fraser Highway, Surrey, B.C. V4N 0E8

(“FortisBC”)

AND:

REGIONAL DISTRICT OF CENTRAL KOOTENAY, Box 590, 202 Lakeside Drive, Nelson, B.C.,
V1L 5R4

(the “Recipient”)

WHEREAS:

- A. FortisBC operates a Senior Energy Specialist Program (the “**Program**”) to assist eligible participants with hiring, as an employee, a person to act as a champion and project manager for natural gas and electricity-related energy opportunities, to lead policy development and implementation as eligible participants refresh their sustainability and energy plans, and to raise awareness of and participation in FortisBC’s programs and available incentives.
- B. The Recipient wishes to participate in the Program, and FortisBC has agreed to make a financial contribution to the Recipient’s participation in the Program, on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. Program Performance

- 1.1. **Performance of Services.** The Recipient, through its Senior Energy Specialist (as defined below), will perform the services described in Schedule A (the “**Services**”) to meet the objectives established in Schedule A (the “**Program Goals**”). The Recipient acknowledges and agrees the Recipient is solely responsible for Services and the implementation of any energy saving measures recommended by the Senior Energy Specialist.
- 1.2. **Term.** The term of this Agreement will commence on the Effective Date and terminate the day preceding the second (2nd) anniversary of the Effective Date.
- 1.3. **Appointment of Senior Energy Specialist.**
 - (a) To complete the Services, the Recipient, subject to the prior written approval of FortisBC, will retain a Senior Energy specialist (the “**Senior Energy Specialist**”) having the qualifications set out in Schedule B (the “**Qualifications**”) or such other qualifications as approved by FortisBC pursuant to section 1.4.
 - (b) The Recipient will ensure the Senior Energy Specialist is retained and available to commence performance of the Services as of the Effective Date.

- (c) The Recipient, as required by and in accordance with applicable privacy laws, will obtain written consent from any proposed Senior Energy Specialist (in the form provided or approved by FortisBC), authorizing the Recipient to disclose to FortisBC, and consenting to FortisBC collecting, such person's personal information (including education, professional designations, work history, resume or other proof such person meets the Qualifications and, if selected, salary, benefits, expenses and training information).
- (d) Despite any FortisBC approval of the Senior Energy Specialist, any input given by FortisBC with respect to the performance of the Services or any funding provided by FortisBC to the Recipient, the Recipient acknowledges and agrees the Recipient is solely responsible for the Senior Energy Specialist, including:
 - (i) the actions, skills, qualifications, abilities, work or workmanship of the Senior Energy Specialist;
 - (ii) the terms of engagement of the Senior Energy Specialist, including retention, supervision and termination;
 - (iii) the performance of the Services by the Senior Energy Specialist, including any decisions and directions related to such performance; and
 - (iv) the implementation of any energy saving measures recommended by the Senior Energy Specialist.

The Recipient acknowledges and agrees that FortisBC makes no representations or warranties with respect to the services, actions, qualifications, abilities, work or workmanship of the Senior Energy Specialist.

- (e) It is the intention of the parties, and the expectation of FortisBC hereunder, that the Senior Energy Specialist will be retained by the Recipient to primarily perform the Services and accordingly will devote all, or substantially all, of their time to the Services.
- 1.4. **Alternate Qualifications.** If the Recipient is unable to retain a person who meets all of the Qualifications, FortisBC may, in its sole discretion, approve a proposed Senior Energy Specialist not meeting all of the Qualifications, provided that, in such event, FortisBC may alter the amount and manner of funding provided to the Recipient.
- 1.5. **Resources.** The Recipient will provide the necessary facilities, resources and support, including access to records and to the Recipient's premises where energy measures are being considered and intended to be implemented (the "**Premises**"), to enable the Senior Energy Specialist to perform the Services.
- 1.6. **Training.** The Recipient will ensure the Senior Energy Specialist attends and successfully completes any training courses identified by FortisBC as relevant to the performance of the Services.
- 1.7. **Costs.** The Recipient is responsible for the payment of all costs and expenses related to the performance of the Services, including the salary, expenses and training costs of the Senior Energy Specialist.

- 1.8. **Service Review.** FortisBC may, at any time and from time to time at FortisBC's sole discretion, review the performance of the Services, including conducting site visits of the Premises upon 24 hours' notice to the Recipient or the Senior Energy Specialist.

2. PROGRAM DELIVERABLES

- 2.1. **Quarterly Reports.** Quarterly work plan progress meetings will occur in 3-month intervals starting from the Hiring Start Date or such other dates as agreed between the parties. The Recipient will submit quarterly reports (each, a "**Quarterly Report**") (in a format and containing the content specified, provided or approved by FortisBC) one week prior to quarterly meeting for FortisBC's review and approval. Each Quarterly Report, at a minimum, shall set out:

- (a) details of the Senior Energy Specialist's progress in performing the Services, including highlighting achievements and identifying barriers or constraints to delivery of the Services;
- (b) progress against the work plan deliverables set out in Schedule A;
- (c) provide reporting related deliverables set out in Schedule A that were completed within the quarter, where applicable;
- (d) quantifying potential and achieved energy savings, where applicable;
- (e) quantifying potential and achieved greenhouse gas emissions reductions, where applicable; and,
- (f) any other information reasonably required by FortisBC to ensure compliance with this Agreement and progress towards achieving Program Goals;

and, in addition to including the foregoing information, the Quarterly Report for each 4th quarter will be submitted along with or will be followed by (within a reasonable period of time thereafter as agreed by FortisBC):

- (g) accounting records or a letter from human resources department providing proof of the Senior Energy Specialist's salary and, if applicable, confirmation of allocation methodology if the Senior Energy Specialist was not devoted full-time to the performance of the Services;
 - (h) any other information reasonably required by FortisBC as evidence to confirm the accuracy of the Reports and to determine the amount of funding payable by FortisBC pursuant to this Agreement.
- 2.2. **Annual Report:** The Recipient will deliver to FortisBC annual reports (in a format and containing the content specified, provided or approved by FortisBC) (each, an "Annual Report") by the 4th quarter of each year for FortisBC's review and approval. The Recipient will submit each Annual Report one week prior to quarterly progress meeting.
- 2.3. **C&EM Tracker:** The Recipient will deliver to FortisBC conservation and energy management tracker (in a format and containing the content specified, provided or approved by FortisBC) with the submission of each Quarterly Report.
- 2.4. **FortisBC Review.** FortisBC may, in its reasonable discretion, accept or reject all or any part of the information submitted to FortisBC pursuant to this Agreement and will notify the Recipient, within

fifteen (15) days of receipt of information, whether FortisBC accepts or rejects such information or requires the Recipient to submit additional information.

2.5. **Effect of FortisBC Approval.**

- (a) The Recipient acknowledges and agrees any review or approval by FortisBC of any Report or any other information submitted to FortisBC pursuant to this Agreement is for FortisBC's sole purpose, including to determine the Recipient's eligibility to receive funding pursuant to this Agreement. Under no circumstances will FortisBC's review or approval constitute any representation or warranty by FortisBC that the information is accurate or suitable for any other purpose, and any inference to the contrary is hereby disclaimed by FortisBC.
- (b) The Recipient further acknowledges and agrees that FortisBC is not responsible for, and as a result of its input, review or approval of the Reports or any other information provided by the Recipient to FortisBC, makes no representations or warranties with respect to such Reports and information, including the suitability, merchantability or fitness of any of the features incorporated in the Reports, the fitness of any design, the expected or anticipated energy load reduction, or that any measures included in the Reports will satisfy the requirements of any law, rule specification or contract.

2.6. **Evaluation of Implemented Measures.** To evaluate the energy savings realized by the Recipient upon implementing programs and other measures identified or developed by the Senior Energy Specialist (the "**Implemented Measures**") at the Premises, the Recipient agrees to permit FortisBC to audit the effectiveness of the Implemented Measures and their alignment with the Program Goals, and, for the purposes of conducting such audit, the Recipient hereby permits FortisBC to:

- (a) retrieve and analyze the Recipient's billing, energy use and consumption information (collectively, the "**Consumption Information**") from the FortisBC account database for a period of two (2) years prior to Effective Date and two (2) years following the date FortisBC makes the final funding payment, where applicable;
- (b) retain one or more third parties to conduct all or part of such audit (each, an "**Auditor**");
- (c) disclose to the Auditor the Consumption Information, the Reports and any other information submitted to FortisBC by the Recipient pursuant to this Agreement, or requested from the Recipient by FortisBC in order to facilitate such audit (which shall be promptly provided by the Recipient to FortisBC upon request), subject to compliance by the Auditor with the confidentiality obligations set out in section 4;
- (d) upon forty-eight (48) hours prior written notice, conduct site visit(s) of the Premises (including with the Auditor) to inspect the Implemented Measures, where applicable.

3. **FORTISBC FUNDING AND PAYMENT**

3.1. **Amount of Funding.** Subject to section 3.4 (*Early Termination*), FortisBC will provide the Recipient funding calculated in the manner set out in the table below, up to the maximum amount set out in the table below (the "**Maximum Funding Amount**") for each twelve month period commencing from Hiring Start Date (a "**Service Year**"). The amount of funding provided by FortisBC to the Recipient is inclusive of all applicable taxes and the Recipient is solely responsible for the remittance of taxes, if any, applicable to the FortisBC funding.

Service Year	Funding Calculation	Maximum Funding Amount
1	100% of the SES Salary*	\$100,000
2	100% of the SES Salary*	\$100,000
*“SES Salary” means the total salary (including any benefits, training and expenses) paid by the Recipient to the Senior Energy Specialist for performance of the Services.		

3.2. **Payment.** FortisBC shall remit funding to the Recipient in the following manner for each Service Year:

- (a) 25% of the Maximum Funding Amount within thirty (30) days of FortisBC’s approval of the first Quarterly Report and corresponding invoice;
- (b) 25% of the Maximum Funding Amount within thirty (30) days of FortisBC’s approval of the second Quarterly Report and corresponding invoice;
- (c) 25% of the Maximum Funding Amount within thirty (30) days of FortisBC’s approval of the third Quarterly Report and corresponding invoice; and
- (d) subject to adjustment pursuant to section 3.3 (*Adjustment to Final Payment*), 25% of the Maximum Funding Amount within thirty (30) days of FortisBC’s approval of: (i) the fourth Quarterly Report; (ii) the additional information submitted pursuant to sub-sections 2.1(g) and (h); and corresponding invoice.

3.3. **Final Payment.**

- (a) FortisBC, at its sole and absolute discretion, may reduce the final funding payment for each Service Year to equal the amount of the SES Salary less the sum of all funding payments previously made by FortisBC to the Recipient for the preceding three quarters.
- (b) The Recipient will submit a final invoice to FortisBC within 30 days of the delivery of the second fourth Quarterly Report. FortisBC will not make the final payment to the Recipient if the final invoice is not received by FortisBC as described herein.

3.4. **Early Termination.** If, at any time during the Term:

- (a) the Recipient fails to comply with any material term or condition of this Agreement, including, but not limited to, failure to:
 - (i) retain a Senior Energy Specialist within the timeline set out in section 1.3(b); or
 - (ii) submit Reports in accordance with section 2.1;
- (b) the Senior Energy Specialist’s employment with the Recipient is terminated or comes to end without any replacement Senior Energy Specialist being retained by the Recipient; or
- (c) the Senior Energy Specialist ceases to perform the Services in whole or in part or is redeployed by the Recipient, either permanently or temporarily to perform other work or services; or
- (d) FortisBC, acting reasonably, determines any other event or circumstance pertaining to the Recipient or Senior Energy Specialist warrants withdrawal of its financial assistance; or
- (e) a new funding agreement is signed by the Parties.

FortisBC may at its sole discretion, and in addition to any other right or remedy available to FortisBC, terminate this Agreement upon ten (10) days' written notice to the Recipient, whereupon FortisBC will have no further obligation to make any further payments to the Recipient and FortisBC may further require the Recipient to return any amounts paid by FortisBC to the Recipient, in whole or in part, within ten (10) days of FortisBC request.

4. CONFIDENTIALITY

- 4.1. From the Effective Date and continuing for a period ending two (2) years following expiration of this Agreement, FortisBC will keep confidential the contents of the Reports and any business, technical or financial information submitted to FortisBC by the Recipient or the Senior Energy Specialist that is marked as "CONFIDENTIAL" at the time of submission (the "**Confidential Information**") and FortisBC will not disclose the Confidential Information except as may be required by law, for the purposes of regulatory submissions or in response to regulatory requests for information, or as permitted by the Recipient. Confidential Information does not include, and this Agreement has no application to, information that is lawfully disclosed to FortisBC by a third person who has the right to make such disclosure without violating any confidentiality obligation to the Recipient, is clearly demonstrable to have been independently developed by FortisBC prior to disclosure by the Recipient, or is in, or comes into the public domain, other than through violation of this Agreement.

5. INDEMNIFICATION

- 5.1. The Recipient shall indemnify and save harmless FortisBC, its directors, officers, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all claims, damages, losses, costs and expenses which any of the Indemnified Parties may at any time incur or suffer as a result of or arising out of:
- (a) any injury to persons (including death) or loss of or damage to property which may be or be alleged to be caused or suffered as a result of this Agreement, including but not limited to preparation or implementation of the Reports and the acts or omissions of the Senior Energy Specialist; and
 - (b) any claim, demand or action made by a third party, including but not limited to injury to persons (including death) or in respect of materials or services provided by a third party or a subcontractor, against any of the Indemnified Parties based upon FortisBC providing financial assistance under this Agreement.
- 5.2. This section will survive expiry or earlier termination of this Agreement.

6. GENERAL

6.1. **Sharing of Information.** Subject to 4.1, each Party will provide to the other Party, upon reasonable request, accurate and reliable information and documents within such Party’s control if required to enable the other Party to complete its obligations under this Agreement or to confirm compliance with this Agreement.

6.2. **Change in SES Status.** If the Senior Energy Specialist’s employment or engagement with the Recipient is terminated or otherwise comes to an end as per this Agreement , or the Senior Energy Specialist otherwise ceases to perform the Services (the “Change in SES Status”), then:

- (a) the Recipient will notify FortisBC within 48 hours of the Change in SES Status ;
- (b) The Recipient will use its best efforts to retain a new Senior Energy Specialist on terms and conditions substantially similar to this Agreement;
- (c) the Term and the calculation of each remaining Quarter and Service Year will be extended as necessary to account for the delay between the Change in SES Status and the date a new Senior Energy Specialist is appointed by the Recipient (the “Delay Period”), provided that no such extension will prejudice FortisBC’s right to terminate this Agreement pursuant to section 3.4 (Early Termination); and
- (d) FortisBC will not be required to reimburse the Recipient for any Funding or Payment made to the Recipient during the Delay Period.

6.3. **Notice.** Any notices or other communication required to be given or made pursuant to the Agreement shall, unless otherwise expressly provided herein, be in writing and shall be personally delivered to or forwarded by postage prepaid mail or email to either party at its address or email set forth below:

TO FORTISBC:

FORTISBC ENERGY INC.
16705 Fraser Highway, Surrey, B.C. V4N 0E8

Attention: Paul Faulkner, *Program Manager,*
Climate Action Partners
Email: paul.faulkner@fortisbc.com

TO THE RECIPIENT:

REGIONAL DISTRICT OF CENTRAL KOOTENAY
Box 590, 202 Lakeside Drive, Nelson, B.C., V1L 5R4

Attention: Sangita Sudan, *General Manager*
and Community Sustainability Services
Email: ssudan@rdck.bc.ca

6.4. **FortisBC Recognition.** The Recipient will recognize FortisBC’s financial contribution in any advertisements or promotional materials relating to the Program or implementation of any Implemented Measures in fair and accurate terms; provided that the Recipient will not use any logos, copyright, trademarks or trade names of FortisBC without FortisBC’s prior written consent.

6.5. **Survival.** Any rights and obligations of the parties which are expressly stated to survive termination or which by their nature are continuing rights and obligations, will survive termination of this Agreement.

6.6. **Cooperation.** FortisBC and the Recipient agree to provide all reasonable cooperation to the other party in their mutual objective to successfully implement measures that meet Program Goals.

- 6.7. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia.
- 6.8. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with regard to the subject matters dealt with herein, and no understanding or agreements, oral or otherwise, exist between FortisBC and the Recipient except as contained in this Agreement.
- 6.9. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination does not impair or affect the validity, legality or enforceability of any other provision of this Agreement.
- 6.10. **Assignment.** The Recipient shall not assign its rights and obligations under this Agreement without the prior written consent of FortisBC, which consent shall not be unreasonably withheld. FortisBC may assign this Agreement, or parts thereof, to any of its affiliated entities.
- 6.11. **Amendments.** Neither this Agreement nor any of its schedules (including the work plan(s)) may be modified except by a written amending agreement signed by the parties.
- 6.12. **Time of Essence.** Time is of the essence in this Agreement.
- 6.13. **Execution.** This Agreement may be executed in counterparts, each of which shall be deemed as an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic transmission hereof shall be as effective as delivery of an originally executed counterpart hereof.

IN WITNESS WHEREOF the duly authorized representatives of each party have executed this Agreement on the dates written below.

FORTISBC ENERGY INC.

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Per: _____
 Authorized Signatory

Per: _____
 Authorized Signatory

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

1. **PROGRAM GOALS**

The Senior Energy Specialist will fulfill the following primary goals:

- (a) Identify areas in the Recipient's organization where FortisBC's programs and services can assist in achieving the Recipient's energy objectives.
- (b) Increase corporate and community participation in FortisBC's programs, particularly in the areas of conservation and energy management ("C&EM"), natural gas for transportation ("NGT"), and renewable natural gas ("RNG").
- (c) Strategically advance the development of policies and programs that move the Recipient and Recipient's community toward a low carbon energy future.

2. **SERVICES**

The Senior Energy Specialist will perform the following Services:

- Lead policy development and implementation to advance low carbon energy initiatives (for example by supporting analysis of step code adoption, where applicable);
- Develop and execute plans to raise corporate and community awareness of FortisBC programs and incentives for low carbon energy solutions including C&EM, NGT and RNG;
- Where applicable, ensure all necessary applications and invoices are submitted to FortisBC for C&EM or NGT program incentives;
- Identify issues, gaps and opportunities through technical analyses and liaising with staff and key partners;
- Act as a champion and project manager for key energy initiatives;
- Explore and develop business cases around natural gas, NGT and RNG-related projects, including all necessary analytical work, and presenting findings and recommendations to the Recipient's internal management and/or advisory committees;
- Manage, negotiate and coordinate projects, programs and related grants and contracts with government, utility, and other community partners;
- Where applicable, oversee consultant selection processes and guide project contractors;
- Prepare and submit the Reports to FortisBC;
- Perform the functions and duties necessary to implement the work plan attached to this Schedule A; and
- Perform other related duties as required.

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OVERVIEW

This work plan outlines tasks and deliverables for a Senior Energy Specialist (SES) position at Regional District of Central Kootenay (RDCK). It builds on the work completed in 2017-2022 and outlines work for 2022-2024.

The primary objective of the SES is to deliver actions that move the RDCK towards a low carbon energy future. In order to optimise outputs, collaboration and skillsets, the Senior Energy Specialist (SES) will work closely with the Sustainability Planner (SP), with the SP focusing on the policy, guidelines, political influence and funding elements. This will allow the SES to deliver a greater scope of outcomes in addition to providing technical support to a greater range of areas.

CURRENT STATE

RDCK is taking action to deliver on the provincial commitment to transition to net-zero emissions by 2050. At a corporate level, the RDCK has committed to a reduction of 50% of carbon emissions below 2018 levels by 2030 and to work towards 100% renewable energy by 2050. In 2021, through the provincial Climate Action Revenue Incentive Program (CARIP), the RDCK reported a 25% reduction of GHG emissions since 2018, from 2646 tCO₂e to 1980 tCO₂e (not including credit for Creston Landfill Flare).

In 2016, the RDCK adopted a region wide Strategic Community Energy and Emissions Plan (SCEEP). To advance the recommendations of the SCEEP, the RDCK has participated in 4 years of the Climate Action Partners Program with a Senior Energy Specialist (SES) position funded by FortisBC. In 2019, a Climate Action Strategy was adopted by the Board in response to their declaration of climate action imperative. To support decision making, the State of Climate Action (SOCA) in the RDCK established a suite of indicators to guide climate action in the region. Annual SOCA reports have been released along with a refinement of tools as needed, which has aligned with (both informing and being informed by) with the work of the SES.

A RDCK Climate Action Plan will be introduced to the Board of Directors in November 2022. This will form the strategic direction which will inform how the SES works with energy, buildings, transportation and mobility, utility services, resource recovery, and leadership & operations in 2022- 2024 and beyond.

OBJECTIVES**GENERAL / COLLABORATIVE PROJECTS – 10%**

- 1. Build on the collaborative relationships built internally and externally to develop programs and projects which work towards the goals of: 50% carbon emissions reduction by 2030 and 100% reduction by 2050.**
 - 1.1. **Green Project Collaboration -**
Work with FortisBC, BC Hydro, BC Government, NRCan, local stakeholders, local government partners and industry experts to share ideas, innovations and projects to review and implement in the RDCK
 - 1.2. **Climate Action Plan and Policy Support –**
Work with the SP to support RDCK teams in developing and outlaying objectives, targets, programs and projects to reach emissions reduction goals; aid in developing supporting policies and procedures where required

DEMAND SIDE MANAGEMENT – CORPORATE – 35%

- 2. Work to reduce the energy consumption within the RDCK corporate building portfolio**
 - 2.1. **RDCK Facility Energy Improvements -**
 - 2.1.1. Work with RDCK asset owners and representatives and project management team with the analysis, funding opportunities and outlay of energy reduction opportunities within the RDCK
 - 2.1.2. Delivery of a combined asset management / energy efficiency strategy
 - 2.1.3. Promote / educate teams on Better Building Policy
 - 2.2. **RDCK Facility Energy Monitoring & Benchmarking -**
Finalize the implementation of energy monitoring software (Portfolio Manager) across the RDCK asset portfolio; develop and outlay energy monitoring strategy, for use in business cases for upgrades and development of assets
 - 2.3. **RDCK Corporate Culture Shift –**
Work with the SP and other RDCK team members to shift corporate culture to support the RDCK in achieving emissions reduction goals, with the goal of incorporating climate action considerations into all decisions

DEMAND SIDE MANAGEMENT – COMMUNITY – 35%

- 3. Support the RDCK community's move to energy efficient, low carbon emission buildings**
 - 3.1. **Regional Energy Efficiency Program (REEP) –**
REEP – Support high performance new construction and home energy retrofits within the region via the Regional Energy Efficiency Program (REEP) and implementation of the RDCK Step Code 2/3 adoption
 - 3.2. **Home Performance Contractor Network (HPCN)**
Work with community partners to strengthen the regional HPCN
 - 3.3. **Community Facilities Engagement –**
Inform community facility representatives within the regional district of potential energy savings, applicable programs and rebates, providing technical support where necessary
 - 3.4. **Community Climate Action Strategy and Outlay –**
Work with SP and community organizations to create a collaborative community strategy for emissions reduction goals

TRANSPORTATION – 15%**4. Continue to develop sustainable transportation within the region**4.1. **Low Carbon RDCK Fleet –**

Provide strategic and technical support to fleet administrators and supervisors to support the transition of the RDCK fleet to low carbon alternatives

4.2. **Regional Green Transport –**

Work with SP on Regional Active Transportation Plan, and provide technical support and input to develop alternative fuel network

REPORTING & ADMINISTRATION – 5%**5. Track and report on SES work and RDCK progress**

5.1. **GHG and Energy Savings Tracking –** Track and report energy and GHG savings (project results, for LGCAP program)

5.2. **Program Participation Tracking –** Track and report FortisBC Conservation & Energy Management program participation

5.3. **Quarterly Reporting -** Deliver quarterly reports to FortisBC

5.4. **Communication -** Engage FortisBC's communications team

WORK PLAN 2022-2024

Tasks	Deliverables (Year 1)	Deliverables (Year 2)
GENERAL		
1. Build on the collaborative relationships built internally and externally to develop programs and projects which work towards the goals of: 50% carbon emissions reduction by 2030 and 100% reduction by 2050		
1.1. Green Project Collaboration - Work with FortisBC, stakeholders, government partners and industry experts to share ideas, innovations and projects to review and implement in the RDCK	<ul style="list-style-type: none"> Participate on CAP, governmental and regional community organization committees and training opportunities (e.g. Provincial Retrofit Code Committee, modular home working group, embodied energy steering committee, deep energy retrofit working group) Provide strategic and technical support to SP for grid resilience strategy with the support of Community Energy Association (CEA) Provide strategic and technical support to SP and Climate Action Assistant in researching, providing education on, and developing an internal carbon budgeting tool 	<ul style="list-style-type: none"> Continue to participate on CAP, governmental and regional community organization committees and training opportunities (e.g. Provincial Retrofit Code Committee, modular home working group, embodied energy steering committee, deep energy retrofit working group) Steer with SP the grid resilience strategy with the support of Community Energy Association (CEA) Continue to provide strategic and technical support to SP and Climate Action Assistant in researching, providing education on, and developing an internal carbon budgeting tool
1.2. Climate Action Plan and Policy Support - Work with SP to support RDCK teams in developing and outlaying objectives, targets, programs and projects to reach emissions reduction goals; aid in developing supporting policies and procedures where required	<ul style="list-style-type: none"> Provide technical support to SP, Corporate Administration and Finance on incorporating sustainability goals in corporate decision making processes (i.e. procurement policies, procedures and guidelines) 	<ul style="list-style-type: none"> Continue to provide technical support to SP, Corporate Administration and Finance on incorporating sustainability goals in corporate decision making processes (i.e. procurement policies, procedures and guidelines)
DEMAND SIDE MANAGEMENT – CORPORATE		
2. Work to reduce the energy consumption within the RDCK corporate building portfolio		
2.1. RDCK Facility Energy Improvements – 2.1.1. Work with RDCK asset owners and representatives and project management team with the analysis, funding	<ul style="list-style-type: none"> Work with RDCK teams (Resource Recovery, Utility Services, Fire Services, Community Services) to strategically identify future energy efficiency / low carbon projects 	<ul style="list-style-type: none"> Continue to work with RDCK teams (Resource Recovery, Utility Services, Fire Services, Community Services) to strategically identify future energy efficiency / low carbon projects

<p>opportunities and outlay of energy reduction opportunities within the RDCK</p>	<ul style="list-style-type: none"> • Provide navigational guidance and technical advice to Community Services in a FCM/Green Municipal Fund application for a GHG reduction pathway feasibility study for three Community Complexes • Arrange for an energy audit, provide technical support and identify funding opportunities for Utility Services’ Arrow Creek Treatment Plant HVAC renewal project • Provide technical support and identify funding opportunities for Fire Services’ fire hall energy retrofit projects • Advise on low carbon alternatives for 12 propane-heated Resource Recovery facility buildings and collaborate on a strategy to implement transition • Explore alternative / renewable energy options for off-grid Kaslo Transfer Station • Engage with FortisBC for technical and implementation support of identified efficiency measures 	<ul style="list-style-type: none"> • Provide navigational guidance and technical advice to Community Services in a FCM/Green Municipal Fund application for a GHG reduction retrofit for the Community Complexes (pending GHG reduction pathway feasibility study outcome) • Continue to provide technical support and identify funding opportunities to RDCK teams (Resource Recovery, Utility Services, Fire Services, Community Services) on various energy retrofit projects – projects to be determined prior to start of year 2 • Provide technical support to Fire Services, Utility Services and Resource Recovery in the development of facility operations and maintenance plans • Engage with FortisBC’s Technical Advisor for technical and implementation support; work with FortisBC C&EM innovation team to run an innovative technology study or demonstration project if appropriate
<p>2.1.2. Delivery of a combined asset management / energy efficiency strategy</p>	<ul style="list-style-type: none"> • Co-manage with Project Management to combine energy efficiency / low carbon goals with corporate-wide asset management program (pending SMT direction) 	<ul style="list-style-type: none"> • Continue to co-manage with Project Management on combined energy efficiency / low carbon goals with corporate-wide asset management program (pending SMT direction)
<p>2.1.3. Promote / educate teams on Better Corporate Building Policy</p>	<ul style="list-style-type: none"> • Deliver minimum 3 workshops introducing the Better Corporate Building Policy and Guidelines to RDCK teams (Resource Recovery, Community Services, Utility Services, Fire Services, Project Management) 	<ul style="list-style-type: none"> • Continue to promote Better Corporate Building Policy • Forward professional development opportunities to RDCK asset owners, representatives and Project Management
<p>2.2. RDCK Facility Energy Monitoring & Benchmarking - Finalize the implementation of energy monitoring software (Portfolio Manager) across the RDCK asset portfolio; develop and outlay energy monitoring strategy, for use in business cases for upgrades and development of assets</p>	<ul style="list-style-type: none"> • Finalize the set-up of RDCK facilities within Portfolio Manager • Develop goals and objectives for the usage of Portfolio Manager • Outlay at least 2 workshops for facilities management teams (Resource Recovery, 	<ul style="list-style-type: none"> • Analyse monitoring data produced and compare similar facilities energy usage using Portfolio Manager and excel spreadsheets • Work with facilities managers in developing ongoing energy monitoring program, with quarterly cross-team collaboration meetings

	<p>Community Services, Utility Services, Fire Services) for Portfolio Manager</p> <ul style="list-style-type: none"> • Work with facilities managers to ensure consistent engagement with software 	<ul style="list-style-type: none"> • Provide technical / coordination support to Project Management in exploring combined asset / energy management software options
<p>2.3. RDCK Corporate Culture Shift - Work with the SP and other RDCK team members to shift corporate culture to support the RDCK in achieving emissions reduction goals, with the goal of incorporating climate action considerations into all decisions</p>	<ul style="list-style-type: none"> • Work with SP in developing a corporate Climate Action Leadership Team • Collaborate with SP and Communications Coordinator in a regular contribution to the monthly RDCK Connections newsletter • Collaborate with SP in the development of an internal outreach strategy to support culture shift 	<ul style="list-style-type: none"> • Participate on the Climate Action Leadership Team • Regularly contribute content to RDCK Connections Newsletter in coordination with SP • Outlay / support initiatives to further corporate culture shift as identified in internal outreach strategy
<p>DEMAND SIDE MANAGEMENT – COMMUNITY</p>		
<p>3. Support the RDCK community’s move to high performance building</p>		
<p>3.1. REEP – Support high performance new construction and home energy retrofits within the region via the Regional Energy Efficiency Program (REEP) and implementation of the RDCK Step Code 2/3 adoption</p>	<ul style="list-style-type: none"> • Develop REEP 2.0, assist with funding application, and provide technical support to REEP in providing concierge services and promoting rebates for new and existing homes (pending funding) • Collaborate with RDKB and other Climate Action Partners on projects, e.g. Better Built Program • Coordinate and deliver ‘Built Better’ Case Studies and Phase 2 initiatives (pending FortisBC funding approval) • Liaison with neighbouring governments and municipalities and provide technical support to the RDCK building department on the transition to Step Code 2/3 • Revise RDCK Step Code Information Pack and RDCK website to reflect new targets and processes • Promote CleanBC, FortisBC and BC Hydro new and existing home programs and other 	<ul style="list-style-type: none"> • Continue providing strategic and technical support to REEP in providing concierge services for new and existing homes (pending funding) • Continue to coordinate and deliver ‘Built Better’ Phase 2 initiatives (pending FortisBC funding approval) • Collaborate with other agencies to support the development of Step Code training and engagement for builders/trades, designers, energy advisors, residents and realtors • Continue to promote CleanBC, FortisBC and BC Hydro new and existing home programs and other incentives and funding by providing technical and strategic direction to REEP • Continue to participate on committees focussing on pertinent initiatives, i.e. City of Nelson embodied energy steering committee, CAP deep energy retrofits and modular homes working groups

	<p>incentives and funding by providing strategic direction to REEP</p> <ul style="list-style-type: none"> • Participate on committees focussing on pertinent initiatives, i.e. City of Nelson embodied energy steering committee, CAP deep energy retrofits and modular homes working groups • Lead RDCK's participation in Kootenay Clean Energy Transition's (KCET's) New Retrofit Experience – a ground-oriented homes database and home archetypes to support low carbon retrofits 	<ul style="list-style-type: none"> • Provide data manipulation of Kootenay Clean Energy Transition's (KCET's) New Retrofit Experience – a ground-oriented homes database and home archetypes to support low carbon retrofits, as needed to support REEP program
<p>3.2. Home Performance Contractor Network (HPCN) – work with community partners to strengthen the regional HPCN</p>	<ul style="list-style-type: none"> • Represent RDCK to advise KCET's and other agencies' education and outreach programs with the focus to promote and aid contractors with HPCN registration • Identify opportunities and barriers to contractors to achieve HPCN registration, and develop strategies to aid with the program uptake 	<ul style="list-style-type: none"> • Continue to represent RDCK to advise KCET's and other agencies' education and outreach programs with the focus to promote and aid contractors with HPCN registration • Outlay strategies to aid with the HPCN program uptake
<p>3.3. Community Facilities Engagement - Inform community halls within the regional district of potential energy savings, applicable programs and rebates, providing technical support where necessary</p>	<ul style="list-style-type: none"> • Upon request, advise community groups on process, programs, incentives and funding opportunities related to energy retrofits • Direct community groups to FortisBC's conservation and energy management (C&EM) incentive programs 	<ul style="list-style-type: none"> • Upon request, advise community groups on process, programs, incentives and funding opportunities related to energy retrofits • Direct community groups to FortisBC's conservation and energy management (C&EM) incentive programs
<p>3.4 Community Engagement Strategy and Outlay - Work with SP and community organizations to create a collaborative community strategy for emissions reduction goals</p>	<ul style="list-style-type: none"> • Partner with SP and community organizations in Tamarack Climate Transitions Cohort 2023 (pending application) • Develop community outreach program with SP to more effectively communicate climate actions to the public • Support REEP in disseminating information to the community, in strategic direction, technical content and as RDCK liaison, including relevant literature, rebates and programs 	<ul style="list-style-type: none"> • Continue to develop Community Strategy with SP and community organizations with support from Tamarack Institute • Provide strategic and technical support for RDCK community outreach program (pending approval for staffing) • Continue to support REEP in disseminating information to the community, in strategic direction, technical content and as RDCK liaison, including relevant literature, rebates and programs

	<ul style="list-style-type: none"> • Support KCET with their programs focused on community outreach and education as RDCK liaison 	<ul style="list-style-type: none"> • Continue to support KCET with their programs focused on community outreach and education as RDCK liaison
<p>TRANSPORTATION</p>		
<p>4. Continue to develop sustainable transportation within the region</p>		
<p>4.1. Low Carbon RDCK Fleet - Provide strategic and technical support to fleet administrators and supervisors to support the transition of the RDCK fleet to low carbon alternatives</p>	<ul style="list-style-type: none"> • Provide strategic and technical support to RDCK Corporate Administration passenger fleet manager in procuring an electric vehicle and associated charging station (pending CBT funding approval) • Work with RDCK fleet managers (Corporate Administration, Building, Resource Recovery, Utility Services, Project Management, Fire Services, and Community Services) and SP to develop an inventory, and to apply for funding for, and identify opportunities and barriers through a fleet assessment and plan • Explore telematics as a means to track vehicle trips and to inform fleet strategy/plan 	<ul style="list-style-type: none"> • Work with RDCK fleet managers (Corporate Administration, Building, Resource Recovery, Utility Services, Project Management, Fire Services, and Community Services) and SP to continue to develop fleet plans and guidelines on sustainable fleet purchasing, usage, and reporting • Coordinate and technically support RDCK fleet managers with the development of plans and guidelines on sustainable fleet purchasing, usage and reporting, following the fleet assessment and plan • Explore fleet carbon credit and trading opportunities
<p>4.2. Regional Green Transportation – Work with SP on Regional Active Transportation Plan, and provide technical support and input to develop the alternative fuel network</p>	<ul style="list-style-type: none"> • Provide strategic and technical support to SP on EV network portion for Regional Active Transportation Plan • Identify opportunities within the RDCK for low carbon fleet alternatives (e.g. school buses, contractors, other large commercial fleets) • Provide strategic direction and technical support to SP in applying for funding for and commissioning a study on EV, biogas and CNG network with the RDCK, identifying gaps, barriers, and potential solutions • Advocate with other community organizations for the earlier conversion of the new BC Ferries Kootenay Lake electric-ready vessel to be electrically-powered 	<ul style="list-style-type: none"> • Provide technical and coordination support on EV network portion to SP in outlaying Regional Active Transportation Plan • Develop a strategy to promote and support organizations and businesses on low carbon fleet alternatives (e.g. school buses, contractors, other large commercial fleets) • Lead the development of a strategic plan in support of the findings of the EV, biogas and CNG network study • Continue to advocate with other community organizations for the earlier conversion of the new BC Ferries Kootenay Lake electric-ready vessel to be electrically-powered

REPORTING AND ADMINISTRATION		
5. Track and report on SES work and RDCK progress		
5.1. GHG and Energy Savings Tracking - Track and report energy and GHG savings (project results, for LGCAP program)	<ul style="list-style-type: none"> • Lead the Local Government Climate Action Program (LGCAP) emissions reporting and coordinate with Finance • Track all energy saved, emissions (GHG and GJ) reduced as a result of projects or actions taken • Provide strategic and technical support to SP and Climate Action Assistant in annual RDCK climate action reporting with carbon reductions data analysis • Provide strategic and technical support in the development of a comprehensive corporate GHG baseline inventory 	<ul style="list-style-type: none"> • Continue to lead the Local Government Climate Action Program (LGCAP) emissions reporting and coordinate with Finance • Continue to track all energy saved, emissions (GHG and GJ) reduced as a result of projects or actions taken • Provide strategic and technical support to SP and Climate Action Assistant in annual RDCK climate action reporting with carbon reductions data analysis
5.2. Program Participation Tracking - Track FortisBC Conservation & Energy Management program participation	<ul style="list-style-type: none"> • Track participation in FortisBC's C&EM programs through C&EM Participation tracker 	<ul style="list-style-type: none"> • Track participation in FortisBC's C&EM programs through C&EM Participation tracker
5.3. Quarterly Reporting - Deliver quarterly reports to FortisBC	<ul style="list-style-type: none"> • Prepare and deliver quarterly reports and final annual report presentations and updates 	<ul style="list-style-type: none"> • Prepare and deliver quarterly reports, and final annual report presentations and updates
5.4. Communication - Engage FortisBC's communications team	<ul style="list-style-type: none"> • Engage FortisBC's communications team to support joint promotion of initiatives as applicable 	<ul style="list-style-type: none"> • Engage FortisBC's communications team to support joint promotion of initiatives as applicable

1. MINIMUM EDUCATION

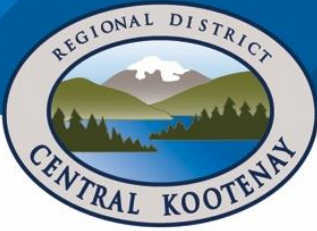
Candidates for the position of Senior Energy Specialist must possess at least one of the following degrees or certifications:

- Graduate degree in business, planning, public policy, sustainability, resource management or a related business field
- Registered Professional Engineer
- Registered Professional Planner
- Sustainable Energy Management credentials
- Certified Energy Manager designation

2. REQUIRED SKILLS AND EXPERIENCE

Candidates for the position of Senior Energy Specialist should have a minimum of five (5) years' experience working in a field related to energy or sustainability that includes:

- Experience building and maintaining strong relationships
- Knowledge in energy management and program implementation
- Experience and interest in community engagement and collaborative initiatives
- Demonstrated ability to lead, facilitate and gain consensus with various stakeholders
- Experience in business case development and project management
- Excellent organizational, communication (verbal and written) and interpersonal skills
- Ability to work collaboratively with colleagues, partners and other stakeholders
- Experience with local government processes, relevant legislation and bylaws is preferred



Board Report

Date of Report: October 13, 2022
Date & Type of Meeting: November 17, 2022 Regular Board Meeting
Author: Jon Jackson, Emergency Program Coordinator
Subject: Expiry of Agreement with Canadian Red Cross for Emergency Support Services
File: 14-7610-01
Electoral Area/Municipality: All

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to inform the Board that the current agreement with Canadian Red Cross Society (CRCS) for level 1 Emergency Support Services (ESS) responses will be set to expire at the end of the current term, December 31, 2022 and staff are recommending it not be renewed. Instead coordination of Level 1 ESS responses will be coordinated through staff.

SECTION 2: BACKGROUND/ANALYSIS

Emergency Support Services (ESS) is a provincial program that is delivered by local governments and provides short-term emergency support to residents affected by disasters; residents can access necessities such as food, lodging, clothing, emotional support, and family reunification services. ESS responses are categorized into 3 levels, with Level 1 events being small, up to 12 people, and typically associated with house fires.

In 2017 the RDCK contracted the CRCS to deliver level 1 ESS in the region. This provided leadership to existing ESS teams and a call out process that could not be provided by the RDCK Emergency Program at the time given the staffing. This contract has been maintained since then, and is set to expire December 31, 2022 and staff are recommending it not be renewed.

Prior to the CRCS agreement, RDCK ESS volunteers provided ESS support for all 3 levels of activation. When the agreement was first signed the existing ESS volunteers were required to become CRCS volunteers and complete all required CRCS training despite not using these processes in response to Level 1 incidents. This duplication of training was an unanticipated consequence of this agreement. The exception to this being the Nelson team, who were originally CRCS and have always completed both sets of training.

While the added workload on the volunteers was never popular, it wasn't without reason, and therefore the agreement was extended in 2020. However, over the last agreement period of 2 years, the impacts of COVID and new online processes has made this situation overly onerous on our volunteers and has become a deterrent for some, resulting in resignations. Further, the Emergency Program is now staffed in a manner that can support Level 1 calls. The annual cost of the contract with CRCS is \$15,000. Staff anticipate a portion of this will be allocated to the RDCK Regional Fire Service for maintenance of the Duty Officer program.

The expiry of the agreement with CRCS will not hinder any volunteers who wish to continue to volunteer with CRCS from doing so. For example, if they wish to deploy to CRCS-supported responses outside the RDCK, in other provinces or internationally.

There are currently 7 ESS teams in the RDCK with a total of 86 volunteers.

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 agreement costs the RDCK Emergency Program service A101 \$15,000 per year. Staff anticipate a new RDCK call out process will cost approximately \$6,000 annually.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

None

3.3 Environmental Considerations

None

3.4 Social Considerations:

The Emergency Program believes that this adjustment to the Regional ESS service model will serve to improve engagement and retention of volunteers in the ESS program, which will in turn improve our capacity to support residents affected by disasters.

Further, we believe that the relationship with CRCS for other support, e.g. surge capacity for very large responses, is strong and will be maintained following the expiry of the current agreement.

3.5 Economic Considerations:

No net economic impact to the Emergency Program is anticipated.

3.6 Communication Considerations:

The ESS Directors have been consulted on the challenges and benefits of working with CRCS to deliver level 1 ESS services. The overwhelming majority have reported that the double workload of training and maintaining familiarity with two sets of protocols and tools is unfavorable, and has led to the departure of volunteers from their teams.

The Emergency Program Coordinator ESS lead has reviewed the pros and cons of the current arrangement with the Emergency Management Coordinator for the City Of Nelson, who is supportive of the proposed decision.

Staff will communicate with CRCS to confirm the decision to allow the agreement to expire.

3.7 Staffing/Departmental Workplace Considerations:

The revised ESS activation process may slightly increase the workload of the existing RDCK Duty Officers who will receive the incoming requests for ESS services, and will activate ESS via the nearest ESS Director.

This is not felt to be onerous as we typically have five to eight Level 1 activations per year.

3.8 Board Strategic Plan/Priorities Considerations:

This aligns with the following Board priorities:

To excel in governance and service delivery: by improving our ability to attract and retain motivated volunteers, we can maximize the effectiveness of our ESS services.

To strengthen our relationships with our community partners: continuing to improve our ESS services will strengthen our relationships with our municipal partners and our residents.

SECTION 4: OPTIONS & PROS / CONS

That the Board direct staff to not renew the ESS Level 1 agreement with the Canadian Red Cross Society which is due to expire on December 31, 2022.

Pros:

- ESS Volunteers will no longer be required to maintain two sets of training
- Improved recruitment and retention of ESS volunteers
- Maintain or improve our ability to respond to requests for Emergency Support Services

Cons:

- Minor increase in workload for the Emergency Program staff
- The Nelson team has always been a CRCS team first, that has delivered the ESS program

SECTION 5: RECOMMENDATIONS

That the Board direct staff to not renew the Emergency Support Service Level 1 agreement with the Canadian Red Cross Society due to expire on December 31, 2022.

Respectfully submitted,
Jon Jackson – Emergency Program Coordinator

CONCURRENCE

Chief Administrative Officer – Stuart Horn	Approved
GM Development & Sustainability Services – Sangita Sudan	Approved
Manager – Community Sustainability – Chris Johnson	Approved



Board Report

Date of Report:	November 3, 2022
Date & Type of Meeting:	November 17, 2022 Open Regular Board Meeting
Author:	Angela French, Wildfire Mitigation Supervisor
Subject:	2023 Wildfire Mitigation & FireSmart Program
File:	14-7625-60
Electoral Area/Municipality:	All RDCK

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to present the Board with an update on the Wildfire Mitigation and FireSmart Program, seek direction to apply for the 2023 UBCM Community Resiliency Investment (CRI) Program to operate the Wildfire Mitigation and FireSmart Program, request a contribution of \$20,000 for the program from S101 Rural Admin, and seek endorsement for an application made to the Columbia Basin Trust Wildfire Resiliency Initiative (CBT-CBWRI) grant to fund the development of an integrated spatial database for the region.

The 2023 UBCM CRI Program funds will be used to:

- Hire 6 Wildfire Mitigation Specialists (WMS) and 1 FireSmart Coordinator to deliver the FireSmart and Neighbourhood Recognition (NRP) programs;
- Offer and administer a FireSmart rebate program to residential properties that have had a FireSmart Assessment and have begun mitigation work outlined in their recommendations;
- Offer and administer monetary support to neighbourhoods pursuing Neighbourhood Recognition;
- Coordinate and participate in Community FireSmart Resiliency Committees (CFRC) and Regional Integrated Fuel Management Planning table to champion landscape-level fuel mitigation;
- Bolster educational activities promoting FireSmart activities; and,
- Amend and update Community Wildfire Protection/Resiliency Plans (CWPP/CWRP) providing a regional prioritization.

The total amount of the CRI grant request is \$750,000.

The 2023 CBT-CBWRI funds will be used to:

- Hire 1 GIS consultant to implement and manage the initiation phase of an integrated spatial database for the purposes of landscape level wildfire planning at the Regional Integrated Fuel Management Planning table using the *Lightship* platform in partnership with First Nations Emergency Services Society (FNESS).

The total amount of the CBT grant request is \$127,000.

SECTION 2: BACKGROUND/ANALYSIS

PROGRAM HISTORY AND 2022 REVIEW

The RDCK Wildfire Mitigation and FireSmart Program is focused on increasing our communities' resilience to wildfire and has two distinct streams, wildfire mitigation and FireSmart.

FireSmart

The FireSmart program's primary goal is to reduce structure loss in the event of a wildfire that comes into, or is in close proximity to a community. Central to this are the provincial FireSmart Home Partners and NRP programs that are delivered by up to eight full time seasonal RDCK staff. These programs focus on identifying areas of one's home, property and buildings that make them more vulnerable to wildfires and developing a workplan of how the homeowner can reduce those vulnerabilities. The home assessments are provided free-of-charge by the RDCK, and offer up to \$500 cash rebate for work completed. Additionally, community engagement is encouraged through the NRP which aims to reduce vulnerabilities throughout a neighbourhood, including common spaces and adjacent Crown land. The FireSmart program is primarily funded through UBCM CRI with additional funding (\$20,000) from Rural Admin Service S101.

Wildfire Mitigation

The Wildfire Mitigation stream is focused on reducing the severity of wildfires near communities. Understanding that the vast majority of ecosystems in our region are dependent on regular wildfires for their health, and that the RDCK has limited control over activities on Crown land, this stream aims to work with land managers to reduce the severity of wildfires by reducing the fuel loading that has built up over decades of wildfire suppression. This is primarily done through the development of CWRPs to identify high risk areas (forest close to assets and structures that have high fuel loading) within a 1km radius of communities, the hosting of regional and sub-regional integrated planning tables, and the development of common understanding of landscape level goals pertaining to mitigating fuel loading. This stream is funded through UBCM CRI, RDCK Service A101, and other available grant streams.

2022 Update

FireSmart Stats

Home Assessments	Residential Rebates Up to \$500	Neighbourhood Recognition Program		NRP Champion Grants Up to \$3000
		Recognized	Established	
285	104	20	9	20

Operational Fuel Treatments

Selous Creek and Queens Bay are the two remaining landscape level fuel treatment projects from funding allocated by the Forest Enhancement Society of BC (FES) several years ago. Both projects are in the final stages of treatment implementation to reduce wildfire risk near communities.

Selous Creek Wildfire Fuel Mitigation Project:

The RDCK and its partners worked to create a collaborative environment to ensure the success of this project with direct focus on public engagement. It encompasses the following sizes and types of fuel modification:

- 80 ha total of high hazard forest treated mechanically and manually;
- 40 ha of which was completed by innovative machine-tethered method;
- 13 ha of manual hand treatment near recreational assets and reserves.
- 65 ha is planned to be prescribed burned by BC Wildfire Service (BCWS) when conditions allow (spring 2023).

Queens Bay Wildfire Fuel Mitigation Project:

Worked with FireSmart Recognized Neighbourhood Queens Bay and licensee to treat high hazard forest fuel immediately adjacent to community.

- 4.1 ha of manual hand treatment along the outside of the Fortis BC transmission 30 Line Right-Of-Way will be completed this fall.

2023 AND ONWARD

Each year the RDCK Wildfire Mitigation and FireSmart program has to apply to UBCM CRI grant stream for the following year's funding. This year the application will amount to ~\$900,000 between the RDCK (\$750,000) and partner municipalities' grants. Additionally, \$127,000 has been applied to for the 2023 CBT-CBWRI for the implementation of the *Lightship* project requiring a GIS consultant to manage the integrated spatial database for the Regional Integrated Fuel Management Planning table – a group consisting of BC Wildfire, Ministry of Forests, FNESS, granting organizations and the RDCK that focuses on region-wide wildfire mitigation planning.

FireSmart

The 2023 FireSmart program will be implemented by 6 WMS's and 1 FireSmart Coordinator and offer free home assessments to all residents within the RDCK with an increase of up to \$1000 cash rebate per household. The NRP, which supports increased fire resiliency actions at the community scale, will also be supported by the seasonal FireSmart staff and offer up to \$3000 per neighbourhood for completing eligible work to become FireSmart Recognized.

For new initiatives we are exploring a relationship with the Youth Climate Corps (YCC) to offer FireSmart work for seniors or other vulnerable populations that are otherwise unable to complete work themselves.

Wildfire Mitigation

Since 2019 and the development of the provincial Crown Land Wildfire Risk Reduction program (CLWRR) the RDCK has been working to understand what role local governments (LGs) play in landscape level wildfire mitigation. It is now understood that within the 1km radius wildland urban interface (WUI) is where LGs are able to influence wildfire mitigation projects. As such, the main deliverable of the 2023 Wildfire Mitigation stream will be to update all the CWRPs throughout the region and develop a regionally prioritized list of potential treatment areas.

If successful with the CBT application, the information from the CWRPs and the prioritized list will be uploaded to the *Lightship* GIS platform that will share layers with members of the Regional Integrated Fuel Management Planning table that including watersheds, Indigenous cultural values, existing forestry data, existing and planned wildfire treatments, and FireSmart data. This will support collaborative, regionally-based planning and decision making within the RDCK.

The 2023 wildfire mitigation workplan includes:

- Updating the CWPPs/CWRPs;
- Providing a regional prioritization based on CWPP/CWRP updates;
- Identifying Areas of Interest (AOIs) within the 1km WUI for RDCK to systematically apply for fuel treatments;
- Continuing the Regional Integrated Fuel Management Planning table for collaborative engagement with provincial and First Nation representatives;
- Coordinating *Lightship* as an integrated spatial database tool to strategize landscape level wildfire mitigation; and,
- Expanding sub-regional committees across the regional district to create momentum for fuel reduction initiatives.

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

CBT Total = \$127,000 with grant revenue and costs to be paid from A101, an allocation service for Emergency Planning.

CRI Total = \$750,000 with grant revenue and costs to be paid from A101, an allocation service for Emergency Planning.

RDCK Contribution = \$20,000 from Rural Admin Service S101

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

None at this time.

3.3 Environmental Considerations

Supporting wildfire mitigation and FireSmart work is supporting tools for positive ecological stewardship.

3.4 Social Considerations:

Public safety, reducing structure loss and creating a fire-resilient landscape is the key to determining wildfire mitigation and FireSmart priorities.

The effects of smoke during the Selous Creek prescribed burning and pile burning phase this fall and next spring could have negative impacts on some public. Based on direction from BCWS burning will only occur within a very specific time-frame in which the conditions are right for these controlled fires to persist (ie: temperature, venting, curing, etc).

3.5 Economic Considerations:

Building employment capacity by supporting the adaptation and modernization of a skilled and knowledgeable labour force is essential for any of this work to be completed.

3.6 Communication Considerations:

The ripple effect is initiated from community-centric views and as such are entrenched within the framework of the wildfire mitigation and FireSmart program at the RDCK.

3.7 Staffing/Departmental Workplan Considerations:

Staff resources have been allocated to this program.

3.8 Board Strategic Plan/Priorities Considerations:

- To adapt to our changing climate and mitigate greenhouse gas emissions
- To Excel in Governance and Service Delivery

SECTION 4: OPTIONS & PROS / CONS

OPTION 1: That the Board direct staff to apply to the 2023 UBCM CRI grant to continue providing the Wildfire Mitigation and FireSmart services to the RDCK; AND FURTHER, that the Board commit \$20,000 from the 2023 Rural Administration budget S101 to the 2023 Wildfire Mitigation and FireSmart Program; AND FURTHER, that the Board endorse the application made to the 2023 CBT-CBWRI grant to hire a GIS consultant for the Lightship project.

Pros

- Concrete action the RDCK can take to mitigate the impacts of wildfire and build resiliency in our communities.
- Our communities are more resilient as a result of actions taken to mitigate the likelihood of structure loss during wildfire in the interface.

Cons

- A portion of the program cost is borne by the RDCK taxpayers.

OPTION 2: That the Board direct staff not to apply to the 2023 UBCM CRI grant; AND FURTHER, the Board direct staff to rescind the application to the 2023 CBT-CBWRI grant.

OPTION 3: That the Board direct staff to rescind the application to the 2023 CBT-CBWRI grant; AND FURTHER, that Board direct staff to apply to the 2023 UBCM CRI grant; AND FURTHER, that the Board commit \$20,000 from the 2023 Rural Administration budget to the 2023 Wildfire Mitigation and FireSmart Program.

SECTION 5: RECOMMENDATIONS

That the Board direct staff to apply to the 2023 UBCM CRI Program intake to coordinate and manage grant funding within the RDCK in order to operate the Wildfire Mitigation and FireSmart Program in 2023;

AND FURTHER, that the Board commit \$20,000 from the 2023 S101 Rural Administration budget to the 2023 Wildfire Mitigation and FireSmart Program;

AND FURTHER, that the Board endorse the application made to the 2023 CBT-CBWRI intake to manage and administer grant funding for the GIS Lightship Consultant Position for the Regional Roundtable and all funds be managed through Service A101.

Respectfully submitted,
Angela French – Wildfire Mitigation Supervisor

CONCURRENCE

Manager of Community Sustainability – Chris Johnson

General Manager of Development & Community Sustainability – Sangita Sudan

Chief Financial Officer – Yev Malloff

Chief Administrative Officer – Stuart Horn

ATTACHMENTS:

Attachment A: CBT – CBWRI 2023 Application Form

Attachment B: UBCM – CRI 2023 Application Form

APPLICANT INFORMATION SECTION

Organization Legal Name	Regional District of Central Kootenay
Mailing Address	Box 590 202 Lakeside Drive
City	Nelson
Province	BC
Postal Code	V1L 5R4
Signing Authority Name	Stuart
Last Name	Horn
Phone Number	(250) 352-8152
Email Address	shorn@rdck.bc.ca
Primary Contact Name	Angela
Primary Last Name	French
Phone Number	(250) 352-8177
Email Address	afrench@rdck.bc.ca

PROJECT DETAILS SECTION

Project Title (Limit of five words)	GIS Consultant Lightship Position
Project Location	City of Nelson
Estimated Start Date	February 1, 2023
Estimated Completion Date	July 1, 2024

What will your project do to build wildfire resiliency and reduce wildfire risk in your community? How will this be achieved and how will the proposed activities support your community(ies)' longer-term capacity to manage wildfire risks and solutions?

The spatial database platform Lightship would provide a unique multi-agency tool that is not currently in place to support existing governmental frameworks and guidance aimed at building a collaborative, coordinated effort to increase wildfire resiliency from the community perspective. This initiative was put forth by the "Regional Roundtable" (Roundtable) funded by CRI, which is made up of representatives from BC Wildfire Service (BCWS), Ministry of Forests (MoF), Selkirk District Resources Wildfire Risk Reduction (CLWRR) and Integrated Investment Specialist, funder representatives from Columbia Basin Trust (CBT) and Forest Enhancement Society of BC (FES), First Nations Emergency Services Society (FNESS), and the Regional District of Central Kootenay (RDCK).

Under the guidance of the Roundtable, the consultant would utilize Lightship to collate existing data from the partners to allow for collaboration, risk assessment, prioritization and funding allocation recommendations. This would support the regional FireSmart program in targeting communities requiring increased resources to integrate resiliency cultivating behaviours; identifying risk reduction opportunities within the 1km WUI to expand upon motivated community level fuel treatments; support the Wildfire Risk Reduction Program requiring community support and licensee buy-in for opportunistic landscape level fuel modification projects; and to co-manage with First Nations in a meaningful way.

The various data layers to be assembled include but are not limited to: Provincial Strategic Threat Analysis (PSTA), Wildland Urban Interface (WUI) 1km and 2km, existing and proposed treatment units, FRPA values, RDCK emergency management and response data, FireSmart assessments and recognized neighbourhoods, specific community, social and cultural values associated with many unincorporated settlements throughout the RDCK, and indigenous cultural values provided directly by Indigenous communities or by FNESS.

This project provides a solution to a need that has been identified through discussions at the Roundtable. From this coordinated database, identified priorities to link the strategic with the tactical and operational wildfire resiliency planning initiatives can be supported across scales.

<p>Why is your organization best suited to deliver this project?</p>	<p>As the local government, the RDCK is the eligible convening partner at the Roundtable, as such we are applying for the project on behalf of the group. The RDCK has historic experience managing and administering various types of grants to aid in improving wildfire resiliency in many communities within the regional district.</p>
<p>Describe any partnerships (government, non-profit or private) that supported the development of your project, or that will support its implementation.</p>	<p>Roundtable members; BCWS, MoF, CLWRR, CBT, FES, FNESS and RDCK have discussed and recommended a spatial database decision support platform to support the integration of the work at the regional district scale. As a proponent of the platform FNESS recommended Lightship and it's efficacy as a tool to support decision-making in communities.</p>
<p>Describe how the communities benefiting from this project were involved in identifying priorities and plans for wildfire risk mitigation, and how this project will address these priorities/plans.</p>	<p>As a proxy to residents, the RDCK Board made wildfire mitigation a directed activity in the early 2000's and in 2014 wildfire mitigation was adopted as a strategic priority. As a result communities across the RDCK have benefited from the robust and innovative FireSmart and wildfire mitigation initiatives. This project would continue to address this strategic priority by increasing wildfire resiliency through centralized data-sharing, coordination and collaborative consultation across agencies.</p>
<p>Does your project address any identified wildland urban interface (WUI) risks (e.g. adjacent to critical infrastructure, within 1km of valued assets, within 2km of community, easily accessible)? Explain.</p>	<p>Yes, this project would aid in the collation and assessment of all identified risks within the WUI at various scales by utilizing the Community Wildfire Protection/Resiliency Plans (CWWPs/ CWRPs) and existing governmental data layers. This project would be the first in the region where all the critical spatial data information from a variety of agencies would be assembled in a centralized place, including the indigenous knowledge and culturally significant sites data, which is essential to increased community resiliency to wildfire risk.</p>
<p>Have you applied/are you applying to other Community Resiliency Investment (CRI) programs (within the last year) for any activities that are also included in this application?</p>	<p>No</p>

COMMUNITY RESILIENCY

CRI Program	Activities for which you have requested funding
FireSmart Community Funding & Supports (FSFC)	
UBCM BCWS FireSmart Economic Recovery Initiative	
Community Forest Association BCWS Economic Recovery Initiative	
Crown Land Wildfire Risk Reduction / Forest Employment Program	

Forest Enhancement Society of BC	
Apart from activities not covered by the CRI programs, are there any other ways in which this project will address known gaps in provincial supports?	Community FireSmart Resiliency Committees are a requirement for funding eligibility in FireSmart Activities in 2024. The intent of these committees is to organize and build support to increase the community's resilience to wildfire through the FireSmart Principles. Foundational to this effort is establishing the current situation including fire history, stand characteristics, community and cultural assets/values, treatment history, future plans, etc. A representation of all relevant data in a consumable form is a current gap. This project proposes to use GIS mapping to create that representation that will support CFRCs in building their understanding and forwarding wildfire resiliency in their communities.
Does your project include creating or updating a fuel management prescription?	No
Does your project include creating or updating a burn plan for local government-owned or First Nations land?	No
Does your project include treatment of wildfire fuel accumulation?	No
How will the project be evaluated and how will you know if it has been successful?	The projects' success would be evaluated on the ability to support existing planning and decision-making systems via spatial database management. The Roundtable partners would be leading the project throughout its life-span and continually assess successes and areas requiring more improvement.

JOB INFORMATION

Job Category	Number of positions created	Type of position	Number of person-hours of work completed
Seven FireSmart disciplines	1	Contract	1275 (75 hours for 17 months)
Planning/Prescription Development (Fuel Management and Cultural / Prescribed Fire)			
Treatment – Manual (e.g., pruning, hand raking)			
Treatment – Mechanical (e.g., mechanical thinning, processing)			
Treatment - Cultural or Prescribed Fire			

WORKPLAN

Activity	Overseen by	Start Date	End Date
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Phase 1: Training	RDCK/FNESS	February 15, 2023	May 15, 2023
Phase 2: Data Assembly	Roundtable Members	May 16, 2023	September 16, 2023
Phase 3: Implementation	Roundtable Members	September 17, 2023	September 17, 2024

PROJECT BUDGET SECTION

Contract Fees Budget Details

Cash Budget Item	Total Amount Required
Contract Fee	127000
Subtotal Contract Fees Budget	\$127,000.00

Marketing and Communications Details

Cash Budget Item	Total Amount Required
Subtotal Marketing and Communications Budget	\$0.00

Training Budget Details

Cash Budget Item	Total Amount Required
Subtotal Training Budget	\$0.00

Capital Costs Details

Cash Budget Item	Total Amount Required
Subtotal Capital Budget	\$0.00

Other Costs Budget Details

Cash Budget Item	Total Amount Required
Subtotal Other Cost Budget	\$0.00

TOTAL PROJECT CASH BUDGET

\$127,000.00

REVENUE SOURCES

Source Name	Confirmed (Y/N)	Amount
Columbia Basin Trust	No	127000

TOTAL CASH REVENUE

\$127,000.00

FINAL STEPS SECTION	
Describe what contributions are being made to the project other than cash. In-kind contributions are goods or services donated to your project from another organization or individual that you would have otherwise had to pay for.	FNESS is contributing initial Lightship systems training for the GIS consultant by their GIS professionals at a value of \$38,500. FNESS is also providing the Regional Roundtable with the license to the Lightship platform through their licensing. Regional Roundtable members are all providing their time. The RDCK is applying for UBCM CRI funds to continue the Regional Roundtable for the 2023 season.
1.	Regional Roundtable Planning Diagram
2.	FNESS Letter of Support
Before uploading your supporting document, ensure the file name is clear and identifies the content.	https://forms.ourtrust.org/wp-content/uploads/formidable/898/RDCK-RR_Planning-Diagram_18Oct2022.pdf https://forms.ourtrust.org/wp-content/uploads/formidable/898/RDCK_letter-of-support_CBT_QN.pdf
Is there anything else you would like to add that has not already been mentioned?	The RDCK has been a leading regional district in the province in its organized approach to supporting community resilience to wildfire. The next step in continuing this leadership role is to lobby for and support integrated, collaborative decision-making by establishing a centralized system to strategize the best means to reduce the risk of wildfire and promote increased community resiliency.
What is the main, and first, way you heard about this program?	Trust Staff
Would you like to receive email correspondence from the Trust?	Yes
Please enter your email address	afrench@rdck.bc.ca
How do you like to receive news and hear about updates from the Trust?	Email from staff
I have read and agree to the declaration above.	I Agree
Date	November 1, 2022
Applicant Name	Angela French
Applicant Title	Wildfire Mitigation Supervisor

Community Resiliency Investment Program

2023 FireSmart Community Funding & Supports

Application Form

New in 2023 – The 2023 FireSmart Community Funding & Supports program will have an open intake. Funding permitting, eligible applicants can submit one application between October 1, 2022 and December 31, 2023 (or until such time that funds are no longer available).

Please complete and return the application form and all required attachments. All questions are required to be answered by typing directly in this form. If you have any questions, contact cri@ubcm.ca or (250) 356-2947.

SECTION 1: Applicant Information	CRI- <i>(administrative use only)</i>
Name of Local Government or First Nation: Regional District of Central Kootenay	Complete Mailing Address: Suite 103, 333 Victoria Street, Nelson, BC V1L 5R4
Contact Person*: Angela French	Position: Wildfire Mitigation Supervisor
Phone: 250-352-8177	E-mail: afrench@rdck.bc.ca

* Contact person must be an authorized representative of the applicant (i.e. staff member or elected official).

<p>SECTION 2: Type of Application – Please identify the type of application you are submitting and provide the required information. Refer to Section 4 in the Program & Application Guide for eligibility.</p>
<p>1. Type of Application (select one only):</p> <p><input type="checkbox"/> Single applicant (as identified in Section 1 of the application form)</p> <p><input type="checkbox"/> Regional Project for Multiple Eligible Applicants. Please list all of the partnering eligible applicants included in this application:</p> <p><input checked="" type="checkbox"/> Regional Projects for Regional District Applications Including Multiple Electoral Areas. Please list all electoral areas included in this application. Refer to Section 4 of the program guide for requirements for regional district applications: Electoral Areas A, B, C, D, E, F, G, H, I, J, K.</p>
<p>2. Rationale for Regional Projects (only). Please provide a rationale for submitting a regional project application and describe how this approach will support cost-efficiencies in the total funding request.</p> <p>With 2023 being the 6th year the RDCK is planning to provide a progressive regional FireSmart and wildfire mitigation program, the seamless continuation of a well understood process with consistency means the goal of revitalizing community resilience and reducing communities risk from wildfire is tangible. A regional application provides complete coverage, consistency in programming and expanded opportunities to build a cohesive, highly endorsed regional program that will deliver regional operational and cost-efficiencies.</p>

SECTION 3: Project Summary

3. Name of the Project:

Regional District of Central Kootenay 2023 Wildfire Mitigation and FireSmart Program

4. Project Summary. Please provide a summary of your project in 150 words or less.

The RDCK Wildfire Mitigation and FireSmart Program will continue to provide the invaluable services with the goal of reducing wildfire risk and building resiliency district wide. The project includes:

- A regional-wide CWPP/CWRP update providing prioritized recommendations and AOIs to focus upon.
- Continuing the regional scale inter-agency planning table to provide cross-jurisdictional coordination for prioritizing fuel treatments, solving capacity concerns and delimiting funding resources.
- Expanding the CFRCs to identify precise community need and provide coordination for building resiliency.
- Hiring the Team to implement the seasonal FireSmart Program; 1 FireSmart Coordinator, and 6 Wildfire Mitigation Specialists.
- Offering and administering the Home Partners Program assessments and rebates.
- Supporting and administering the Neighbourhood Recognition Program and associated grant.
- Expanding knowledge of the FireSmart Principles through public events and educational days.

5. Fire Centre (use check boxes). Indicate which Fire Centre the proposed activities are located in (check all that apply).

- Cariboo Fire Centre
- Coastal Fire Centre
- Kamloops Fire Centre

- Northwest Fire Centre
- Prince George Fire Centre
- Southeast Fire Centre

6. Project Cost & Funding Request:

Total project cost: \$750,000.00

Total funding request for FireSmart activities (as indicated on Worksheet(s) 1): \$510,000

Total funding request for fuel management activities (as indicated on Worksheet 2):

Total funding request for new CWRP or CWPP update (as indicated on Worksheet 3): \$240,000

Total project funding request: \$750,000

Have you applied for or received funding for this project from other sources? If yes, please provide details below.

\$20,000 has historically been committed from RDCK Rural Administration Service.

7. Progress to Date. If you were approved for funding under previous rounds of the FireSmart Community Funding & Supports program, or the 2021 FireSmart Economic Recovery Fund, please describe the activities that have been completed to date and/or what activities your community has not yet completed but will be undertaking to increase resiliency.

2019 project (required to be completed): Conducted 251 Home Partners Program Assessments, attended 98 events, and supported 14 Neighborhoods in seeking Recognition.

2020 project: Conducted 219 Home Partners Program Assessments, attended 49 events, and supported 14 Neighborhoods in seeking Neighbourhood Recognition, 6 of which were applying for the first time.

2021 projects(s) – FSCFS and/or FSERF: FSCFS: Conducted 301 Home Partners Program Assessments, attended over 40 events, approved 70 FireSmart rebates, and supported 19 Neighborhood in seeking Neighbourhood recognition. Granted an 11 month extension to complete a Wildfire Hazard DPA engagement framework to enable amendments into the OCPs/Comprehensive Land Use Bylaws to support FireSmart development guidelines, and Critical Infrastructure upgrades on Regional Fire Halls.

FSERF: Approved Neighbourhood Champion Grants on behalf of 13 different Neighbourhoods helping 5 of those go from being Established in 2021 to Recognized in 2022, extended 5 WMS work terms for 4 weeks and created a FireSmart Coordinator position for 22 weeks.

2022 project: To Date: Conducted 285 Home Partners Program Assessments, attended 46 days of events, approved 101 FireSmart rebates, supported 20 Neighbourhoods in seeking Neighbourhood Recognition and an additional 9 in becoming Established, and approved Neighbourhood Champion Grants on behalf of 20 different Neighbourhoods.

8. Required FireSmart Components. Starting in 2024, it will be required for all applicants to have the following FireSmart components developed/active in their community. Please check which of the following are currently in place and provide a brief summary:

- FireSmart Position: 1 FireSmart Coordinator, 6 Wildfire Mitigation Specialists
- Community Wildfire Resiliency Plan: Amending 8 CWPPs, and 4 new CWRPs
- Community FireSmart & Resiliency Committee: Active: Nelson and Areas E & F, Nakusp and Area K, Kalso and Area D. Planned: Castlegar and Areas I & J, Creston and Area B & C,

Applicants that do not have a position, plan and committee are strongly encouraged to apply for these activities in the 2023 intake (and in order to be eligible for future funding).

SECTION 4: Requirements for Funding (refer to Section 5 of Program & Application Guide)

9. A. Eligibility Review/Engagement Prior to Submitting an Application.

- Applications with FireSmart activities only (i.e. only Worksheet 1) - Applicants are required to document engagement in the application. Planning and discussion must occur at a minimum of 30 days prior to submission of an application to allow for meaningful dialogue regarding the proposed FireSmart activities and opportunities for integration of planning on provincial Crown lands.

Please indicate the name(s) and title(s) of the person(s) you engaged with and describe the extent of that engagement.

Mike Morrow, BCWS Wildfire Prevention Officer, on October 17, 2022 described through email his support for the application as it is laid out.

- New in 2023** - Applications with fuel management activities (Worksheet 2) - Applicants are required to review Worksheet 2 with the BCWS Wildfire Prevention Officer/Prevention Specialist and/or FNESS Mitigation Specialist/Liaison and Section 6 of the worksheet must be completed by the BCWS and/or FNESS before the application is submitted.

- New in 2023** - Applications with CWRP development or CWPP Update (Worksheet 3) - Applicants are required to review Worksheet 3 with the BCWS Wildfire Prevention Officer/Prevention Specialist and/or FNESS Mitigation Specialist/Liaison and Section 5 of the worksheet must be completed by the BCWS and/or FNESS before the application is submitted.

B. Acceptable Plan. In order to qualify for funding, applicants must have a current and acceptable plan that includes assessment and identification of FireSmart and/or fuel management priorities (limited to Community Wildfire Resiliency Plan or Community Wildfire Protection Plan). Please outline how your community meets this requirement. Note: applicants that do not have a current and acceptable plan may apply to develop or update a plan.

This application includes amending 8 existing CWPPs (<5 years old as of application) and developing 4 new CWRPs to meet this requirement that are >5 years old.

Submit completed plans with the application form.

SECTION 5: Wildfire Risk & Rationale

10. A. WUI Wildfire Risk Class. What is the WUI Risk Class (1 – 5) for the general area of interest of your community or proposed activities, including the WUI polygon name, from the risk class map? Refer to Appendix 2 of the Program & Application Guide.

Risk Class: 1 & 2 WUI Polygon name: RC 1: Galena Bay_181, Nakusp, Summit Lake, Hills, New Denver, Sandon, Burton, Fauquier, Edgewood, Boswell, Sanca, Sidar, Yahk, Kitchener, Hall, Salmo, Nelway, Appledale, Nelson, Castlegar, Westley, Deer Park, Howser, Meadow Creek, Johnsons Landing, Birchdale, Kaslo

RC 2: East Arrow Park, Creston

B. If local assessments provide additional evidence of higher wildfire risk than the WUI Risk Class, provide specific evidence of wildfire risk (reference to appropriate section of a CWRP/CWPP or other plan, etc.).

Additional evidence for higher wildfire risk (e.g. CWRP/CWPP extract, copies of assessments, etc.) is required to be submitted with the application form.

C. For the purpose of FireSmart Community Funding & Supports grants, identify the risk category that you are applying under:

- Lower risk of wildfire (may apply for a base grant of up to \$100,000)
 Higher risk of wildfire (may apply for a base grant of up to \$200,000)

11. Other Rationale. What other rationale or evidence is there for undertaking the proposed project? This may include local hazards identified in the Emergency Plan; threat levels identified in Hazard Risk & Vulnerability Analysis and/or other risk assessments; demonstrated history of repeated and/or significant interface wildfires and evacuations; or other rationale.

Wildfire is identified as a top hazard in the RDCK Emergency Plan and Hazard, Risk and Vulnerability Analysis from 2012.

In 2016 the RDCK Board made wildfire mitigation a strategic board priority.

The RDCK Emergency Operations Centre was activated for evacuation orders and alerts related to interface fires in 2007, 2013, 2015, 2017, 2018, 2020 and 2021. In 2021 the EOC was

activated for 34 days ordering the evacuation of over 1000 residences, with 1500 being on evacuation alert. Five residences were lost on the Octopus fire near Fauquier, in Risk Class 1. In 2022 the EOC was activated for 34 days with 43 residences on Evacuation Alert.

Evidence of other rationale (e.g. Local Authority Emergency Plan extract, copies of assessments, etc.) is required to be submitted with the application form.

12. Community Capacity Challenges. Please describe any capacity challenges that your community faces in relation to wildfire risk reduction. This could include rural/remote location, lack of local fire department and/or lack of FireSmart position or Community Wildfire Resiliency Committee

Being a Regional Program the need is high, diverse and geographically widely dispersed. For these reasons capacity is a leading concern for providing support to all high risk communities, essentially most within the RDCK. These challenges necessitate the need for more FireSmart positions, a diversity of positions, more CFRC's and increased opportunities for professional contractor support in order to provide the quality of organization and communications to meet these goals for our communities.

SECTION 6: Detailed Project Information

13. Proposed Activities. Please refer to Section 6 of the Program & Application Guide for eligibility, and complete Worksheet 1: Proposed Activities & Cost-Estimate. Worksheet 1 is required to be completed for all applications and all projects must include an Education component.

14. Increasing Resiliency. Please indicate how the proposed project will increase community resiliency by undertaking community-based FireSmart planning and activities that reduce the community's risk from wildfire.

Working with municipalities and community-based groups throughout the RDCK, the Regional FireSmart Program intends to continue providing FireSmart programming and outreach in order to foster public understanding of both the risk posed by wildfire as well as the risk reduction strategies that can be undertaken to increase community resilience. The FireSmart and Wildfire Mitigation Team will provide knowledge and tools to local governments, agencies, companies and businesses developing and building into the WUI to create a change in practice resulting in greater home and community resiliency.

What performance measures will be used to assess the success of the proposed activities?

Number of Home Partners Program Assessments completed in the Regional District

Number of rebates approved for work being completed showing actions being taken by residents to reduce their risk to wildfire.

Existing Recognized Neighbourhoods maintaining recognition

Number of NRP Champion grants applied for showing the amount of work neighbourhoods are completing.

The expansion of CFRC's in more communities to enable voices being heard in the conversations around wildfire mitigation and FireSmart activities.

15. Partnerships & Collaboration. Please identify any other authorities you will collaborate with on the proposed project (e.g. community or resident organizations, First Nation or Indigenous organizations, or other local governments) and outline how you intend to work together.

This project will be administered on behalf of each of the 11 RDCK electoral areas and supporting the municipalities of Castlegar, Salmo and Creston and delivered in cooperation with the municipalities of Kaslo and Nakusp. Through the regional integrated roundtable, representatives from BC Wildfire Service, Ministry of Forests Selkirk District, and Wildfire Risk Reduction Program, and Integrate Investment Specialist, First Nations Emergency Services Society and representatives from the funders including Forest Enhancement Society, Columbia Basin Trust and Community Resiliency Investment Program convene to integrate resiliency across scales. Supporting a sub-regional table with Yaqan Nukiy in Creston will provide extensive relationship building for that area of the regional district.

16. Additional Information. Please share any other information you think may help support your submission.

The Regional District of Central Kootenay offered the FireSmart Canada Neighborhood Recognition Program and FireSmart Home Assessments to residents in 2019-2022 under funding from UBCM. The 2023 Community Resiliency Investment Program Application builds on the success of this program and incorporates efficiencies learned in 2022. The residents of the Regional District and municipalities have come to depend on the RDCK's wildfire program not only for providing FireSmart services but also as a regional example of successful collaboration and being the conduit for information for wildfire planning, prevention and preparedness.

SECTION 7: Application Check List

Required Submissions	Related Attachments
<input checked="" type="checkbox"/> Application Form	<input checked="" type="checkbox"/> Completed CWPP or CWRP as required in Q. 9 <input checked="" type="checkbox"/> Other rationale, as required in Q. 10 and 11
<input type="checkbox"/> Worksheet 1: Proposed Activities & Cost Estimate	<input type="checkbox"/> Approval from SPCO (if applying for Phase 2, 3 or 4) for FireSmart structure protection equipment, as required in Q.6 <input type="checkbox"/> List of proposed training with cost calculation and estimate for each FireSmart position, as required in Q.7 <input type="checkbox"/> Completed FireSmart Assessments for structures proposed for FireSmart Projects for Critical Infrastructure, as required in Q. 8 <input type="checkbox"/> Completed FireSmart Assessments for structures proposed for FireSmart Projects for Community Assets, as required in Q. 9
<input type="checkbox"/> <u>For fuel management activities only:</u> Worksheet 2: Proposed Fuel Management Activities	<input type="checkbox"/> Additional information that supports treatment as a priority, as required in Q. 6 and/or Q. 11 <input type="checkbox"/> <u>For fuel management treatment on Provincial Crown land only,</u> an email from the Land Manager indicating information sharing with First Nations has been completed as required in Q. 14

<input type="checkbox"/> Overview map of the community, previously completed treatments, proposed treatments for this application, and planned future treatments	
<input type="checkbox"/> PDF map <u>and</u> Google Earth compatible KML file, at appropriate scale, outlining the area of interest, proposed treatment units, land status and tenure overlaps	
<input type="checkbox"/> If available, current wildfire threat assessment plots and/or fuel loading data and rationale for the proposed treatment unit(s)	
<input type="checkbox"/> <u>For fuel management treatment only</u> , a copy of the completed, signed prescription and project spatial layer	
<input type="checkbox"/> <u>For cultural and prescribed fire only</u> , a copy of the completed burn plan (in addition to the prescription) and project spatial layer	
<input checked="" type="checkbox"/> <u>For CWRPs and CWPP Updates only: Worksheet 3: Proposed New CWRP or Update to CWRP/CWPP</u>	<input checked="" type="checkbox"/> PDF map and Google Earth compatible KML file, at appropriate scale, outlining the area of interest and eligible WUI
<input type="checkbox"/> Council, Board or Band Council resolution, indicating support for the current proposed activities and willingness to provide overall grant management	
<input type="checkbox"/> <u>For regional projects only</u> : Council, Board or Band Council resolution, from each partnering community that clearly states approval for the applicant to apply for, receive and manage the grant funding on their behalf	
Submit the completed Application Form and all required related attachments as e-mail attachments to cri@ubcm.ca and note “ 2023 CRI ” in the subject line. Submit your application as either a Word or PDF file(s). If you submit by e-mail, hardcopies and/or additional copies of the application are not required.	

<p>SECTION 8: Signature – Applications are required to be signed by an authorized representative of the applicant. Please note all application materials will be shared with the Province of BC and the BC FireSmart Committee.</p>	
<p>I certify that: (1) to the best of my knowledge, all information is accurate and (2) the area covered by the approved project is within the applicant’s jurisdiction (or appropriate approvals are in place).</p>	
Name:	Title:
Signature*: <i>A certified electronic or original signature is required.</i>	Date:

* Signatory must be an authorized representative of the applicant (i.e. staff member or elected official).

Angela Lund

To: ENV Extended Producer Responsibility ENV:EX
Subject: RE: Webinar presentation: Government of British Columbia – overview of products to be added to the Recycling Regulation

From: ENV Extended Producer Responsibility ENV:EX <ExtendedProducerResponsibility@gov.bc.ca>

Sent: October 21, 2022 9:31 AM

To: ENV Extended Producer Responsibility ENV:EX <ExtendedProducerResponsibility@gov.bc.ca>

Subject: Webinar presentation: Government of British Columbia – overview of products to be added to the Recycling Regulation

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Dear stakeholders,

Thank you for your interest in attending the *Government of British Columbia Webinar: overview of products to be added to the B.C. Recycling regulation*. For your reference, please see the attached presentation.

The British Columbia (B.C.) Ministry of Environment and Climate Change Strategy is conducting targeted engagement with select stakeholders and partners on the implementation of the Extended Producer Responsibility Five-Year Action Plan 2021-2026. The action plan sets out the ministry's plans, including projected timelines, to regulate more products through extended producer responsibility (EPR) and evaluate other waste prevention policy approaches. By regulating even more products, EPR can make recycling accessible for consumers across the province, incent innovation, grow B.C. recycling businesses, and create job opportunities, while also reducing local and Indigenous governments' waste management costs.

We hosted six informational webinars and went over the new product categories that will be added to the Recycling Regulation in 2023, including:

- Mattresses and foundations;
- Single-use compressed canisters (e.g., fuel, helium, spray foam, bear spray and aerosols), refillable propane canisters and handheld fire extinguishers;
- More batteries (e.g., electric vehicles, golf carts, pet collars, textiles, etc.) and electronic accessories; and
- Medical sharps.

While we plan to add these products to the regulation in 2023, there will be time to develop and implement EPR programs which are not expected to become fully operational until 2025/2026.

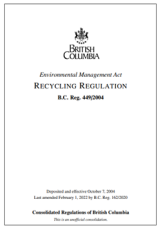
Providing feedback

The ministry welcomes your input regarding the product categories intended for inclusion in the Recycling Regulation to better inform the regulatory amendments in 2023. Please email us at ExtendedProducerResponsibility@gov.bc.ca by November 30, 2022.

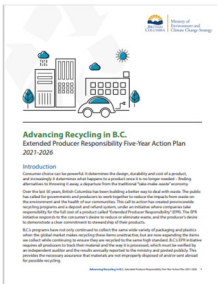
We appreciate your participation and look forward to hearing from you.

Additional information

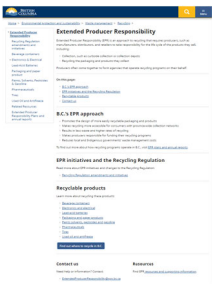
1. [Recycling Regulation](#)



2. [Extended Producer Responsibility Five-Year Action Plan 2021-2026](#)



3. [Extended Producer Responsibility website](#)





Advancing Recycling in B.C.

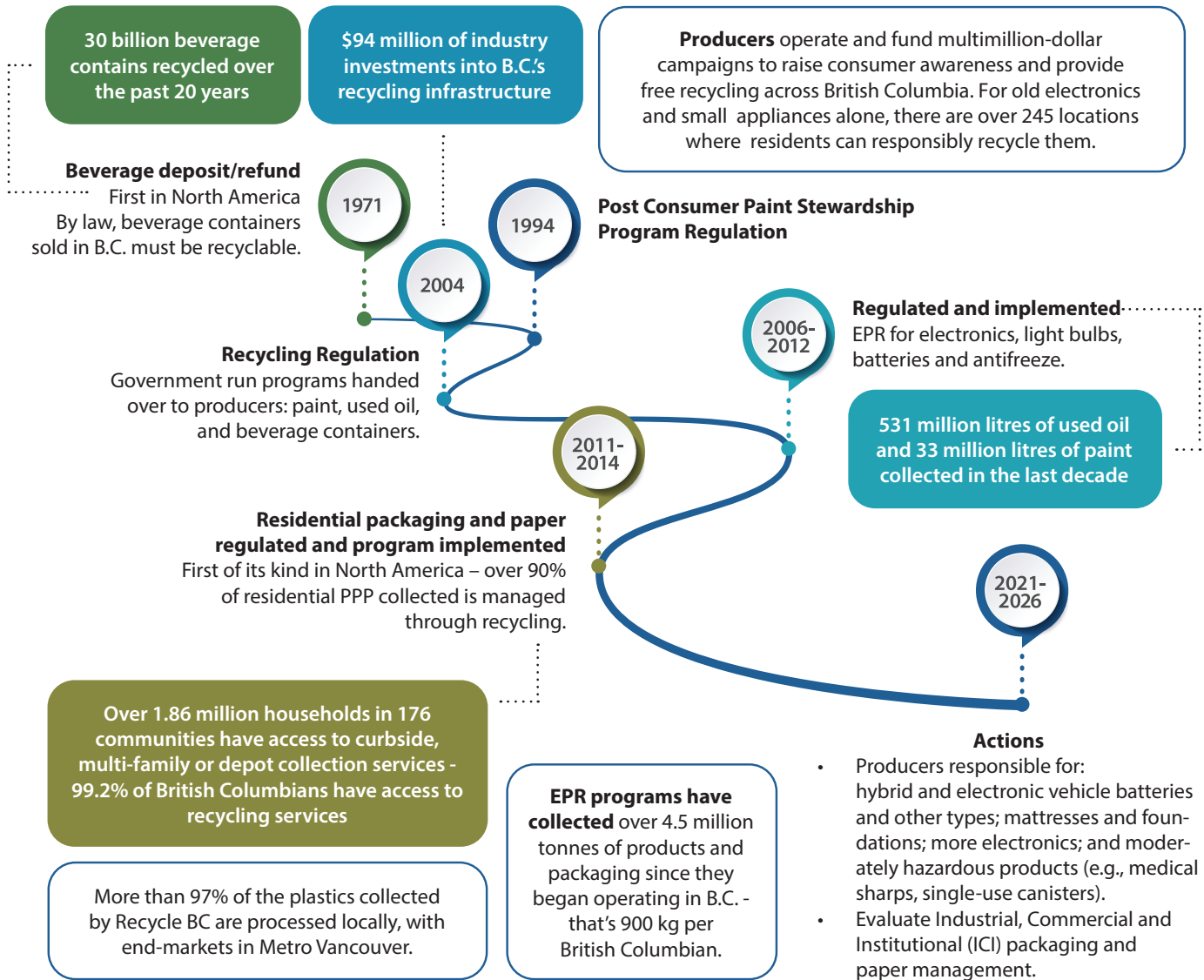
Extended Producer Responsibility Five-Year Action Plan 2021-2026

Introduction

Consumer choice can be powerful. It determines the design, durability and cost of a product, and increasingly it determines what happens to a product once it is no longer needed – finding alternatives to throwing it away, a departure from the traditional “take-make-waste” economy.

Over the last 50 years, British Columbia has been building a better way to deal with waste. The public has called for governments and producers to work together to reduce the impacts from waste on the environment and the health of our communities. This call to action has created provincewide recycling programs and a deposit and refund system, under an initiative where companies take responsibility for the full cost of a product called “Extended Producer Responsibility” (EPR). The EPR initiative responds to the consumer’s desire to reduce or eliminate waste, and the producer’s desire to demonstrate a clear commitment to stewardship of their products.

B.C.’s programs have not only continued to collect the same wide variety of packaging and plastics when the global market makes recycling these items unattractive, but are now expanding the items we collect while continuing to ensure they are recycled to the same high standard. B.C.’s EPR initiative requires all producers to track their material and the way it is processed, which must be verified by an independent auditor and the results annually reported to the ministry and posted publicly. This provides the necessary assurance that materials are not improperly disposed of and/or sent abroad for possible recycling.



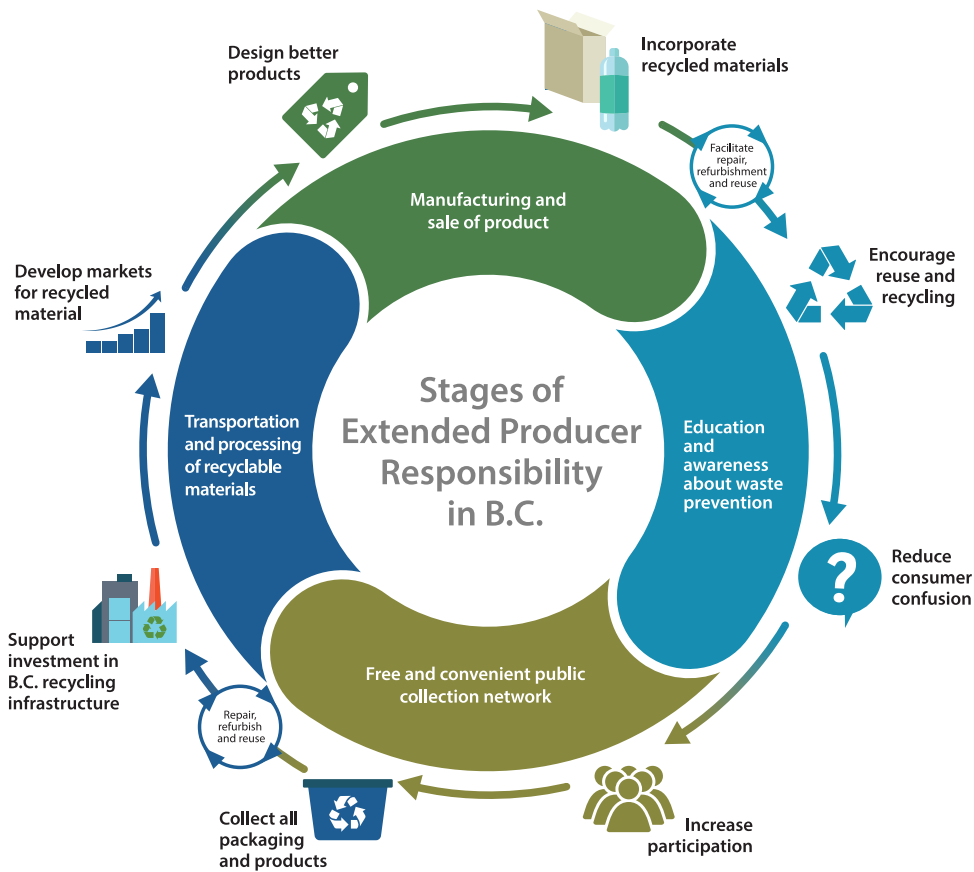
Since 2004, B.C. has regulated the most packaging and products in Canada through EPR under the Recycling Regulation (the regulation). Residential packaging and paper, beverage containers, along with a wide and diverse range of other products (e.g., numerous electronics, light bulbs, tires, automotive oil, antifreeze, paint, etc.) are managed by producers. In one year alone, approximately 315,000 tonnes of plastics, such as those in electronics, beverage containers and other packaging, are captured in B.C.'s EPR programs.

B.C.'s EPR Policy Approach

- Results in less waste in landfills and the environment.
- Ensures convenient, provincewide collection services.
- Reduces consumer confusion and increases participation.
- Requires safe management and higher rates of recycling.
- Producers are responsible for recycling, including the costs, which promotes the design and use of more easily recyclable packaging and products.

EPR requires producers (manufacturers, distributors and retailers) of designated products to take full responsibility for the lifecycle of their products, including collection and recycling. This shifts the responsibility from local and Indigenous governments and taxpayers to the producers and consumers of packaging, paper and products.

B.C.'s EPR initiative supports consumers to make the right choice with end-of-life packaging and products by making curbside and drop-off recycling services widely available at no charge. Producers build the end-of-life costs into the purchase price structure for products and take responsibility in terms of the overall management of a recycling program. This makes it easier for consumers to fulfill their stewardship values for clean communities and protection of the environment.



The success of the EPR program can be measured in both environmental and economic terms. Reuse, recycling and remanufacturing creates more jobs than waste disposal, and supports a circular economy through material reuse and resource-efficiencies:

- A study released in 2016 of B.C.'s EPR system found that in a single year, B.C.'s EPR programs recovered \$46 million worth of materials and reduced greenhouse gas emissions by over 200,000 tonnes (CO₂e).
- As a result of EPR regulation for residential packaging and paper alone, recycling businesses have invested over \$45 million into B.C.'s recycling infrastructure – ensuring not only more packaging and paper is processed locally, but more jobs stay in B.C. as well.

B.C.'s EPR programs collectively generate an estimated \$500 million annually to operate recycling programs and the beverage container deposit-refund system that ensures British Columbians have free and convenient access to recycling services.

Moving Forward – focusing on priorities

The priority actions outlined in this plan are among the most important and immediate actions B.C. must take to advance as a leader in EPR and waste prevention.

B.C. is now expanding the categories of products in the EPR initiative to include:

- Hybrid and electric vehicle batteries and other battery types.
- Mattresses and foundations.
- Compressed canisters, such as single-use camping fuel and fire extinguishers.
- Medical sharps used by people at home.
- Emerging electronics and more moderately hazardous products by clarifying product categories.

More Producers Taking Responsibility

Producers will be responsible for implementing, funding and managing recycling programs for newly added products. A phased implementation based on the product's complexity will give producers the necessary time to establish comprehensive management systems, and submit EPR program plans outlining their operations and performance targets to the ministry for approval. This operational decision making gives producers the flexibility to find the most efficient and innovative ways to meet regulated outcomes – making recycling more accessible for consumers with provincewide collection networks, improving recycling practices, and supporting re-use and resource recovery.

Based on feedback from producers, stakeholders, Indigenous and environmental organizations, and the public, the ministry will work with producers to expand the EPR program to include the following products:

Action: Expanding to include hybrid and electric vehicle batteries and other battery types

- Most single-use and rechargeable batteries are already regulated and responsibly recycled. However, the rapid adoption of batteries in new products and applications, including everything from pet collars to golf carts, has led to some regulatory gaps.



Photo credit: Tire Stewardship B.C.

41 million tires recycled in the last 14 years - many used as a rubberized surface in new playgrounds through EPR program community grants.

- Comprehensive battery management will better safeguard workers from fire risks associated with improper disposal of batteries in the garbage, residential curbside recycling, or the scrap metal industry. The growing inconsistency between regulated and unregulated products also creates inequitable requirements for the producers of similar products. Streamlining the regulation will provide for better oversight and recovery outcomes.

Hybrid and electric vehicle batteries

- By 2040, all new light-duty cars and trucks sold in B.C. will be Zero Emission Vehicles. Unlike other vehicle components that are already regulated and responsibly managed by producers (including lead-acid batteries, tires, oil and antifreeze), a reliable provincewide system to safely repurpose and recycle hybrid and electric vehicle batteries will need to be developed.
- B.C.'s battery recycling sector is already familiar with processing electric vehicle batteries. As B.C. aims to implement the first EPR program for electric vehicle batteries in Canada, it is anticipated that a phased-in approach will support advancements in reuse and recycling, and establish B.C. as a leader in battery recovery and management.

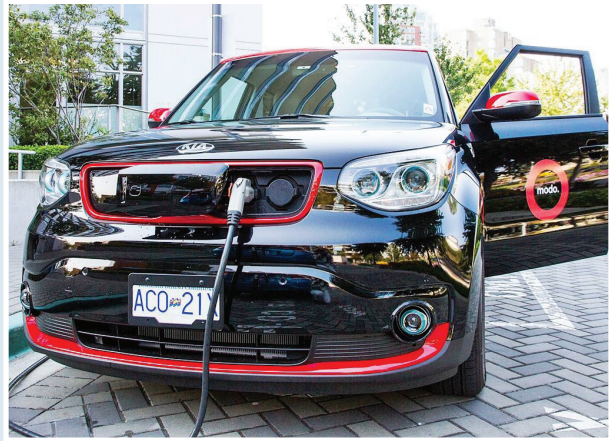


Photo credit: B.C. Ministry of Energy, Mines and Low Carbon Innovation

Action: Expanding to include mattresses and foundations

Mattresses and foundations are highly recyclable products, but at their end-of-life landfilling is currently the only option in some parts of the province, and there is often a drop-off recycling fee where recycling services are available. A formalized provincewide EPR program will help British Columbians by eliminating the financial and accessibility barriers that are preventing many from being able to recycle their used mattresses. These barriers cause unnecessary disposal and lead to high rates of illegal dumping in alleyways and wilderness areas. In Metro Vancouver alone, approximately 10,000 mattresses are abandoned each year, costing municipalities up to \$1.5 million to manage.

The feedback we received shows that EPR for mattresses is a priority for local governments, Indigenous organizations and members of the public. The ministry plans to regulate mattresses and foundations in 2023, with implementation to follow—making B.C. the first province in Canada to establish an EPR program for mattresses.

Though the consultation showed a lot of support for regulating mattresses, we also heard there are some concerns and other key factors that need to be considered, such as:

- Prioritizing safe handling practices for front-line staff from bed bugs, mold and moisture.
- The complex challenges given the different generation sources for mattresses, such as from residential and commercial sectors.

- Consideration of existing reuse and recycling systems in an EPR approach. For example, mattresses are already recycled in some communities; gently used mattresses are often donated to charities and non-profits; and B.C. recyclers have already invested in infrastructure and local processing capacity.
- B.C. retailers need to remain competitive, and the majority already have mattress recovery programs that need to be considered.

Action: Expanding to include moderately hazardous products

Making producers responsible for the products they sell has been demonstrated to drive proper management and responsible recycling, and this level of oversight and diligence is needed for more moderately hazardous items.

Feedback on a wide range of moderately hazardous products varied in some cases, but generally the ministry heard that certain products are consistently showing up for disposal in large volumes throughout British Columbia. These are very costly to manage and can be improperly disposed into the blue box or waste stream, posing serious safety risks to collectors and processors. These include compressed canisters, such as single-use fuel canisters and fire extinguishers, medical sharps and batteries.

Compressed canisters and fire extinguishers

- EPR will support B.C. businesses and technicians operating provincially that safely remove residual gas from canisters, which can be collected to be used again or safely disposed depending on the gas, with the container itself being recycled.

Keeping Mattresses Out of our Landfills



Photo credit: Carston Arnold

It is estimated that regulating mattresses under a provincewide EPR approach will mean an additional 100,000 cubic meters of landfill space will be freed up every year. All those mattresses laid end to end would stretch half the length of Vancouver Island.

Making Camping Greener



Photo credit: BC Parks

BC Parks hosted three million campers this summer with most needing to recycle empty single-use fuel canisters. By regulating these canisters, free drop-off locations will be provided throughout B.C.

Medical sharps

- Producers are already operating a voluntary collection system for residents to safely return medical sharps. Building on this, regulation will ensure more comprehensive program delivery, in which producers will be required to make consumers aware of safe disposal practices to ensure public and worker safety while also providing greater access to collection locations across the province – both of which will help to reduce instances of dangerous disposal in public spaces, residential curbside recycling and garbage.

Action: Expanding product categories through broader product definitions

We know that we must both expand and accelerate our action on recycling and preventing waste. While we work at adding new products to the regulation, we will also continue to work on redefining the existing product categories for electronics and moderately hazardous products. Our focus will be on broader, more generalized definitions as opposed to product-specific lists, with the intention to capture most products, including new ones that enter the marketplace in the future. This change will create greater certainty for producers and regulators to plan for more material recovery and recycling. This will also ensure new electronics and moderately hazardous products are easy to identify under the program—reducing confusion for consumers, retailers and collection facility staff alike.

Phased Approach for Packaging and Paper from the Industrial, Commercial and Institutional (ICI) Sector

Action: Evaluating opportunities and policy options for ICI materials

In 2014, B.C. led the nation by being the first province to make producers fully responsible for managing residential packaging and paper products. Today, producers successfully operate an efficient provincewide recycling system that collects and manages over 186,000 tonnes of material each year. Most materials are collected through curbside programs, from multi-family residences, or a network of more than 200 recycling depots across British Columbia.

However, packaging and paper products beyond the residential stream are not regulated, and are independently managed as waste or through recycling. These products are found in office buildings, warehouses, stadiums, grocery stores and food services, institutions, and agricultural applications. Collectively, they are referred to as the Industrial, Commercial and Institutional (ICI) sector.

Stakeholders and key partners have identified the ICI sector as a large contributor to overall waste in the province, and expressed a desire to expand EPR to include ICI-generated waste and recyclables. For example, Metro Vancouver alone reported 95,000 tonnes of plastic and paper were landfilled in 2020 by commercial and institutional businesses and organizations in the region. Rural communities with limited services and market accessibility report that considerable amounts of packaging from the ICI sector is still landfilled. However, feedback from stakeholders on this product type has varied significantly, confirming the ICI sector is complex and requires a measured, phased approach.

The first step is to better understand how ICI material is diverted from landfills and the recycling rates for the broad range of material types generated from this sector. There are many factors to consider, such as the accessibility and cost to recycle in rural and remote communities, the types and quantities of recyclable materials being generated, and contamination levels of the materials. To that

end, during the first year of the plan, the ministry will support data collection and research to better understand the management of packaging and paper in the ICI sector. The results will be used to determine a policy approach to manage ICI materials that drives the best environmental outcomes, considers the management systems already in place, and supports a circular economy.

Contributing to the Circular Economy

Recycling is a key component to support a circular economy

Unlike waste management, where local and Indigenous governments are typically responsible for providing collection services to their residents (think garbage), under EPR in B.C. the producers of products co-ordinate and operate comprehensive, provincewide recycling systems that keep materials in use. These systems support one of the contributing key elements that helps drive a circular economy.

Circular economy is an approach that maximizes value and eliminates waste by improving, and in some cases transforming, how goods and services are designed, manufactured and used. It touches on everything from material to business strategy to the configuration of regulatory frameworks, incentives, and markets.¹

Taking action on plastic waste and marine debris

Recognizing that British Columbians want action on waste prevention, the 2019 [CleanBC Plastics Action Plan](#) engagement process gathered valuable feedback on new policy opportunities and regulatory amendments to address plastic waste. This led to action on a number of interconnected initiatives to support B.C.'s circular economy, preventing waste in the first place and expanding recycling and recovery. This will keep waste out of the natural environment, off the streets of our communities, and out of our lakes, rivers and shorelines – while reducing the amount that ends up in the landfill.

- *B.C. is a partner of the [Canada Plastics Pact](#)*
 - Collaborating with industry, government and non-profit organizations from across the entire plastics sector to address plastic waste, keeping it in the economy and out of the environment.
- *B.C. is phasing out single-use plastics and working with all levels of government*–The Province recently gave municipalities throughout B.C. the authority under the [Community Charter](#) to ban plastic bags and certain single-use plastics without the need for ministerial approval, making it easier to prevent plastics from polluting their communities. B.C. is also actively involved in the development of a Canada-Wide Strategy and Action Plan on Zero Plastic Waste. The Province continues to develop a legal framework that could allow the province to ban single-use and plastic items provincewide.

The Recycling Council of BC

With financial support from the Province, the Recycling Council of BC (RCBC) is B.C.'s most comprehensive single-source of recycling information.

Their 1-800 Recycling Hotline and Recyclepedia app has the answers people need about how and where to recycle and safe disposal options. In 2020 alone, the organization answered over 247,000 questions on recycling, reuse, and general waste prevention.

¹ Circular economy as defined by Canada's Circular Economy Lab

- B.C.'s [Clean Coast, Clean Waters Initiative](#) - A collaboration of tourism and nonprofit sectors working with Indigenous nations; the initiative funds projects to remove marine debris and plastics from B.C.'s shorelines, maximizing the amount of material reused and recycled.
- The [CleanBC Plastics Action Fund](#) - Launched in 2020 to support B.C.-based innovators and companies to reduce the use of virgin plastics and make better use of post-consumer recycled plastic in manufacturing processes.

Furthering B.C.'s position as a leader in EPR

- *EPR is a critical component to address single-use plastics recovery and recycling* - The ministry made regulatory changes in 2020 that help modernize the Recycling Regulation and will see all beverage containers part of the deposit-refund system in 2022. This includes milk containers, which will lead to an estimated 20 to 40 million more milk containers being recycled annually. Single-use items and more packaging products such as boxes of sandwich bags will also be collected under the regulation's packaging and paper products category as of 2023.
- *Taking our success national* - With many other provinces now embarking on EPR, there is a desire by all involved to support national EPR consistency, such as priority products and reporting. We will continue working with other jurisdictions on common approaches to EPR that will bring greater consistency and better outcomes.
- *Focus on Indigenous communities* - B.C.'s EPR producers and their agencies have created the First Nations Recycling Initiative to ensure these smaller and often remote communities can participate.

Recycling in Remote and Indigenous Communities



Photo credit: ElectroRecycle

The First Nations Recycling Initiative (FNRI) is a collective of nine B.C. EPR programs working with Indigenous communities to support recycling in communities throughout British Columbia. A First Nations Field Services Specialist works to raise awareness, and offer resources to support recycling, and community collection events. To increase recycling access across B.C., there is also collaboration with Indigenous Services Canada (ISC) and the Indigenous Zero Waste Technical Advisory Group. In 2020, 44 Indigenous nations participated in the RecycleBC program for residential packaging and paper.

Accessible only by water, Ahousaht First Nation continues to be the most remote collection event for small appliances. The community has also partnered with RecycleBC to collect residential packaging and paper through curbside and depot collection. Working with community recycling partners is key to their success.

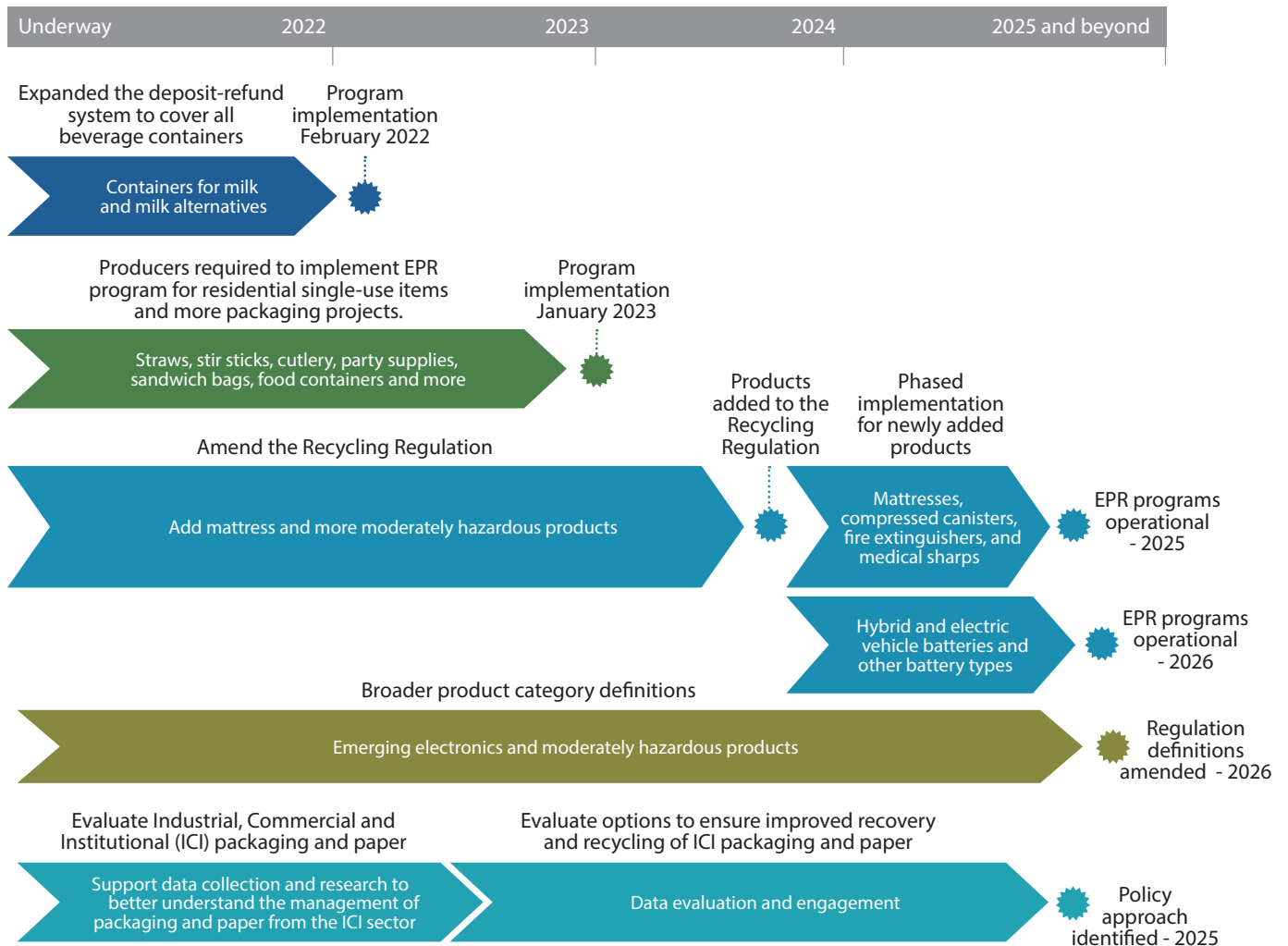
- *Responsible recycling is supported by B.C. businesses and workers* - The materials collected through our vast depot and curbside network are transported to material processing facilities in B.C. Throughout this process, producers ensure the workers handling and processing their materials are kept safe, and the environment protected by adhering to high standards.

The Province is committed to keeping pollution out of our oceans and waterways, reducing waste, and incentivizing a circular supply chain for plastics. Meeting these goals requires a determined effort to increase recycling and recovery of materials. B.C. was an early supporter of implementing waste-reduction policies and continues to lead the nation with a robust and successful EPR initiative.

To date, EPR programs have collected over 4.5 million tonnes of packaging and products since they began operating in B.C. At the individual level, British Columbians disposed of an average of 501 kg of municipal solid waste per person in 2019 – a reduction of 66 kilograms per person since 2012. This downward trend is positive, but without more action, B.C.'s landfills will run out of space.

Adding more product categories under EPR and increasing resource recovery is critical to help shift the way most people view waste – from something that is meant to be used and then disposed of to reclaiming and reusing materials again and again as part of a growing circular economy.

Extended Producer Responsibility Implementation Timeline



We recognize the need for timely action. We have a pathway to implement initiatives with our partners and we will accelerate timelines if we can.

File No. 12-6230

November 7, 2022

Dear:

RE: Extended Producer Responsibility Five-Year Action Plan 2021-2026

The Regional District of Central Kootenay operates a large network of waste and recycling facilities to provide its residents with access to safe, environmentally responsible methods of disposal and recycling for a wide array of materials, both those that are covered by current extended producer responsibility (EPR) plans and those that are not. It is encouraging to see the steps being taken to increase the number of materials managed by EPR programs in BC, particularly those materials that pose challenges to landfill operation and employee safety.

Local governments are one of the most important stakeholders when it comes to managing EPR materials in BC. They are key partners in the largest EPR collection network for residential packaging and printed paper as well as being responsible for managing non-EPR and EPR materials at landfills and transfer stations where no dedicated EPR collection is available. As such feedback on the Ministry's Five-Year Action Plan from local governments should be considered accordingly.

Mattresses and foundations are difficult to process at waste facilities, their addition to the *Recycling Regulation* is welcome but the EPR program for their collection must address several issues. These items are similar to large appliances and will not be easy to collect at store fronts and other private collection locations. Local governments are the most likely partners to receive them and must be consulted by the designated steward to ensure that adequate collection infrastructure, transportation service and financial incentives to manage mattresses are included in the stewardship plan. These costs should not be borne by local governments if EPR is to be truly paid for by producers. The new mattress program should be made adaptable as well to allow for the inclusion of similar bulky furniture products.

The other material categories added to the *Recycling Regulation* are welcome as well as they include items such as compressed-gas cylinders that we already manage at our facilities and new battery types that will be arriving in greater numbers soon.

The RDCK would like to see more progress concerning EPR service for Industrial, Commercial and Institutional (ICI) packaging. Being farther from large population centres there is a noticeable lack of ICI recycling services for businesses in the RDCK. While Recycle BC depots provide residents with good access to recycling they lock out businesses, especially those of a certain size where subscription based recycling is unreasonably costly, when it even is available. The RDCK provides ICI recycling at many of its depots for small businesses but only for corrugated cardboard. This is a cost-saving compromise compared to co-mingled ICI recycling yet still costs taxpayers \$150,000 annually. Developing a provincial recycling program for ICI PPP should be made a greater priority of the Ministry and given the similarity of PPP materials from residential and ICI sources collection of these streams should be allowed co-mingled to

immediately increase the diversion from landfill and promote the best use of materials according to the Pollution Prevention Hierarchy.

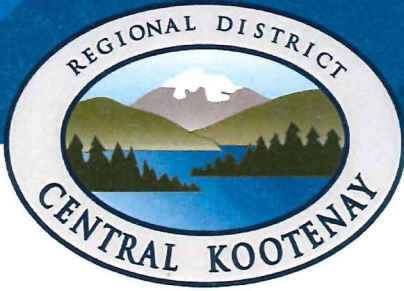
Thank you for the opportunity to provide feedback on the future of EPR in British Columbia we look forward to the development and implementation of the newly announced stewardship programs.

Sincerely,

RDCK Board Chair

Drafted by Travis Barrington, Resource Recovery Technician. Final version to be endorsed by RDCK Board and signed by RDCK Board Chair.

DRAFT



Election Results (Official)

October 19, 2022

ELECTORAL AREA B

VOTING STATION		TIERNEY ROGER	WALL TANYA	SPOILED/ REJECTED	TOTAL BALLOTS
43	Mail-In Ballots	4	0	1	5
1A	Erickson Elementary School	158	59	1	218
1B	Erickson Elementary School	-	-	-	-
2	Canyon Elementary School	206	72	0	278
3	Yahk Community Hall	38	25	0	63
4	Creston & District Community Complex	144	91	0	235
(VOTER TURNOUT: 22%) 3615 on the Voters List		550	247	2	799

Pursuant to Section 145(8) *Local Government Act*

This determination of official election results was made by the Chief Election Officer at 4:00 p.m. on Wednesday, October 19, 2022 and is based on the ballot accounts as amended or prepared by the Chief Election Officer.

Tom Dool, Chief Election Officer

ELECTORAL AREA C

VOTING STATION		CASEMORE ADAM	VANDENBERGHE KELLY	SPOILED/ REJECTED	TOTAL BALLOTS
44	Mail-in Ballots	0	1	0	1
5	West Creston Community Hall	14	92	2	108
6	Creston & District Community Complex	27	59	0	86
7	Wynndel Community Hall	22	61	0	83
(VOTER TURNOUT: 24%) 1160 on the Voters List		63	213	2	278

Pursuant to Section 145(8) *Local Government Act*

This determination of official election results was made by the Chief Election Officer at 4:00 p.m. on Wednesday, October 19, 2022 and is based on the ballot accounts as amended or prepared by the Chief Election Officer.



Tom Dool, Chief Election Officer

ELECTORAL AREA E

VOTING STATION		GOLDSBURY REGGIE	GRAHAM CHERYL	RYE DAN	VEREGIN LANDON	SPOILED/ REJECTED	TOTAL
45	Mail-in Ballots	1	3	2	9	6	21
8	Balfour Seniors Hall	56	177	82	134	6	455
9	Procter Community Hall	17	69	16	107	3	212
10A	Blewett Elementary School	42	135	12	111	1	301
10B	Blewett Elementary School	-	-	-	-	-	-
11	RDCK Office	17	41	10	55	0	123
(VOTER TURNOUT: 32.8%) 3386 on the Voters List		133	425	122	416	16	1,112

Pursuant to Section 145(8) *Local Government Act*

This determination of official election results was made by the Chief Election Officer at 4:00 p.m. on Wednesday, October 19, 2022 and is based on the ballot accounts as amended or prepared by the Chief Election Officer.



Tom Dool, Chief Election Officer

ELECTORAL AREA G

VOTING STATION		BUNDSCHUH ANNA	CUNNINGHAM HANS	SEGAL FARRELL	SPOILED/ REJECTED	TOTAL
46	Mail-in Ballots	3	1	0	0	4
12A	Salmo Community Centre	153	116	12	1	282
12B	Salmo Community Centre	-	-	-	-	-
13A	Ymir Community Hall	-	-	-	-	-
13B	Ymir Community Hall	34	107	1	1	143
(VOTER TURNOUT: 33.33%) 1287 on the Voters List		190	224	13	2	429

Pursuant to Section 145(8) *Local Government Act*

This determination of official election results was made by the Chief Election Officer at 4:00 p.m. on Wednesday, October 19, 2022 and is based on the ballot accounts as amended or prepared by the Chief Election Officer.



Tom Dool, Chief Election Officer

ELECTORAL AREA J

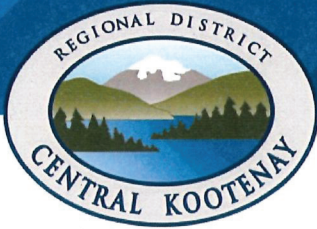
VOTING STATION		HANEGRAAF HENNY	TASSONE KIM	SPOILED/ REJECTED	TOTAL
47	Mail-in Ballots	6	1	0	7
14A	Ootischenia Community Hall	120	58	1	179
14B	Ootischenia Community Hall	-	-	-	-
15A	Robson Hall	-	-	-	-
15B	Robson Hall	56	67	0	123
16A	Castlegar & District Community Complex	84	67	2	153
16B	Castlegar & District Community Complex	-	-	-	-
(VOTER TURNOUT: 16%) 2878 on the Voters List		266	193	3	462

Pursuant to Section 145(8) *Local Government Act*

This determination of official election results was made by the Chief Election Officer at 4:00 p.m. on Wednesday, October 19, 2022 and is based on the ballot accounts as amended or prepared by the Chief Election Officer.



Tom Dool, Chief Election Officer



Declaration of Election by Acclamation

Form 8-12

I, Tom Dool, Chief Election Officer for the Regional District of Central Kootenay, do hereby declare, pursuant to section 98 of the *Local Government Act*, the following candidates elected by acclamation:

Office of Director of Electoral Area A

Garry Jackman

12720 Highway 3A, Boswell, BC

Office of Director of Electoral Area D

Aimee Watson

341 D Avenue, Kaslo, BC

Office of Director of Electoral Area F

Tom Newell

3224 Heddle Road, Nelson, BC

Office of Director of Electoral Area H

Walter Popoff

3871 Gage Road, Krestova, BC

Office of Director of Electoral Area I

Andy Davidoff


1657 Highway 3A, Castlegar, BC

Office of Director of Electoral Area K

Teresa Weatherhead

862 Alexander Road, Nakusp, BC

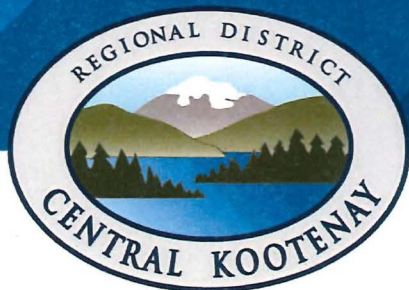
Given under my hand at Nelson, BC this 20th day of September, 2022 at 4:00 p.m.



Signature



Chief Election Officer



Assent Voting Results (Official)

October 19, 2022

Are you in favour of the Regional District of Central Kootenay adopting Regional District of Central Kootenay Local Conservation Fund Service Establishment Amendment (Area H) Bylaw No. 2811, 2022 to provide for the following:

- to amend the Regional District of Central Kootenay Local Conservation Fund Service Establishment Bylaw No. 2420, 2014 to include Electoral Area H as a participant and \$15 per parcel of land to be collected annually

AREA H – ASSENT VOTING

VOTING STATION		YES	NO	SPOILED/ REJECTED	TOTAL
48	Mail-in Ballot	5	0	0	5
38	Hills Fire Hall	32	4	0	36
39	Bosun Hall	62	34	1	97
40	Silverton Memorial Hall	26	10	0	36
41A	Winlaw Community Hall	187	113	4	304
41B	Winlaw Community Hall	-	-	-	-
42	Crescent Valley Community Hall	123	67	3	193
(VOTER TURNOUT: 17.5%) 3837 on the Voters List		435	228	8	671

Pursuant to Section 145(8) *Local Government Act*

This determination of official election results was made by the Chief Election Officer at 4:00 p.m. on Wednesday, October 19, 2022 and is based on the ballot accounts as amended or prepared by the Chief Election Officer.



Tom Dool, Chief Election Officer

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2811

A Bylaw to amend Regional District of Central Kootenay Local Conservation Fund Service Establishment Bylaw No. 2420, 2014 to include Electoral Area H as a participant.

WHEREAS the Regional District of Central Kootenay adopted Bylaw No. 2420, being the "Regional District of Central Kootenay Local Conservation Fund Service Establishment Bylaw No. 2420, 2014" for the purpose of establishing a Local Conservation Fund by collecting up to \$15 per parcel of land annually;

AND WHEREAS the Regional District of Central Kootenay deems it expedient to amend Bylaw No. 2420 and include Electoral Area H as a participant of the service;

AND WHEREAS pursuant of the *Local Government Act* participating area approval through assent of the electors has been obtained;

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

- 1 Section 2 is deleted in its entirety and replace with the following:
 2. The Regional Board hereby establishes a service for the purpose of establishing a Local Conservation Fund in Electoral Areas A, D, E and H.

- 2 Section 3 is deleted in its entirety and replace with the following:
 3. The boundaries of the service area established by this bylaw are the boundaries Electoral Areas A, D, E and H and the service area is known as the "Local Conservation Fund Service Area".

- 3 Section 4 is deleted in its entirety and replace with the following:
 4. The participants in the service established under Section 2 of this bylaw are Electoral Areas A, D, E and H.

- 4 This Bylaw may be cited as "**Regional District of Central Kootenay Local Conservation Fund Service Establishment Amendment (Area H) Bylaw No. 2811, 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 **“Regional District of Central Kootenay Local Conservation Fund Service Establishment Amendment Bylaw No. 2811, 2022”** as read a third time by the Regional District of Central Kootenay Board on the 17th day of March, 2022.



Mike Morrison, Corporate Officer

APPROVE by the Inspector of Municipalities on the 29th day of July, 2022.

ASSENT RECEIVED as per the *Local Government Act - Approval by assent of the electors.*

ADOPTED this 17th day of November, 2022.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2837

A bylaw to amend Local Conservation Fund Service Area Parcel Tax Bylaw No. 2438 which provides for the imposition of a parcel tax on owners of land within the Local Conservation Fund Service Area.

WHEREAS the Board of Directors of the Regional District of Central Kootenay has, by Regional District of Central Kootenay Local Conservation Fund Service Establishment Bylaw 2420, 2014, established the Local Conservation Fund Service;

AND WHEREAS the Board has, by Regional District of Central Kootenay Local Conservation Fund Service Area Parcel Tax Bylaw No. 2438, 2014, imposed a parcel tax on property owners within the service area;

AND WHEREAS the Board has, by Regional District of Central Kootenay Local Conservation Fund Service Establishment Amendment (Area H) Bylaw 2811, 2022, included Electoral Area H in the Local Conservation Fund Service;

AND WHEREAS the Board considers it necessary to amend Bylaw 2438 to impose a parcel tax on Electoral Area H;

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

1 That portion of Section 1 of which reads:

“Local Conservation Fund Service Area” is comprised of Electoral Areas A, D, and E

shall be deleted in its entirety and replaced with the following:

“Local Conservation Fund Service Area” is comprised of Electoral Areas A, D, E, and H

2 This Bylaw may be cited as “Local Conservation Fund Parcel Tax Amendment (Area H) Bylaw No. 2837, 2022.”

READ A FIRST TIME this 17th day of November, 2022.

READ A SECOND TIME this 17th day of November, 2022.

READ A THIRD TIME this 17th day of November, 2022.

ADOPTED this 17th day of November, 2022.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

Angela Lund

To: Stuart J. Horn
Subject: RE: Introduction Before RDCK Board Committee Meeting in November

From: Jesse Willicome <jesse@explorecrestonvalley.com>
Sent: November 1, 2022 2:16 PM
Subject: Fwd: Introduction Before RDCK Board Committee Meeting in November

CAUTION This email originated from outside the organization. Please proceed only if you trust the sender.

Hi Director Vandenberghe,

I am Jesse Willicome, the Executive Director of the Creston Valley Tourism Society (CVTS). I had the pleasure of meeting you at the Election Forum that we co-organized along with Kootenay Employment Services & the Chamber of Commerce. On behalf of CVTS, congratulations to you and we look forward to working with you in the coming years.

I sent an email to yourself, Director Tierney and Mayor De Boon last week but apparently had the wrong contact. Fortunately, Arnold was able to provide to me with this email so I am trying again.

I wanted to reach out to you before the November 17th RDCK Board of Directors meeting, as a funding request we made to the RDCK Service 108 Partners (Town of Creston & RDCK Electoral Areas B & C) will be on the agenda. This will also be accompanied by a request for one of you to sit on our board as a representative of the Service 108 partners as well.

In advance of that funding & board appointment request I therefore wanted to share the presentation I gave at to the RDCK Service 108 Partners just a few weeks ago to give you some background information and understanding of who we are and what we do.

You'll note that since 2017-2018 the RDCK Service 108 partners have provided \$20-22,000 annually towards a matching 50/50 partnership grant with Destination BC, which has supported a number our tourism marketing activities on behalf of the area. We are therefore hoping you will continue to support our 2023 application, as well as nominating one of yourselves to joining our board of directors too!

Anyways, if in advance of the meeting you have any questions or comments feel free to reach out to me and I would be more than happy to discuss or set up some time to meet to go over them. Otherwise, we look forward to hearing back on these two requests after the RDCK board meeting and thank you all for your time and consideration in this matter.

Sincerely,

Jesse

--

Jesse Willicome
Administrative Manager
Creston Valley Tourism Society



jesse@explorecrestonvalley.com
(250) 402-3030

Putting Us On The Map

2022 Review



Who is CVTS?

The current the Board of Directors for Creston Valley Tourism for the 2021-2022 are:

- **Mimika Coleman (Chair)** - Creston Hotel & Jimmy's Pub
- **Carla Ahern (Vice-Chair)** - Kootenay Columbia Discovery Centre
- **Mel Joy (Treasurer)** - Fly in the Fibre & Columbia Brewery Beer Gear Store
- **Patricia Kilback (Secretary)** - Creston Valley Chamber of Commerce
- **Kevin Wilson (Director)** - Public Vinyl & Modern Alchemy
- **Remi Cardinal (Director)** - Red Bird Winery
- **Tammy Bessant (Director)** - Yahk Soap & Candle Company
- **Tanya Wall (Director)** - Local Government Representative **
- **Tia Wayling (Director)** - Creston & District Community Complex



What is our Mission?

1. *Work with our community partners to provide strategic marketing that will attract more visitors to our area year-round; (**MARKETING**)*
2. *Support remarkable visitor experiences that will celebrate our natural environment and culture to provide broad benefits to all members of the community; (**EXPERIENCES**)*
3. *Provide tourism leadership through collaboration with industry partners and creating awareness within our community regarding the value of tourism. (**LEADERSHIP**)*



Tourism In 2022



Canadian Visitation

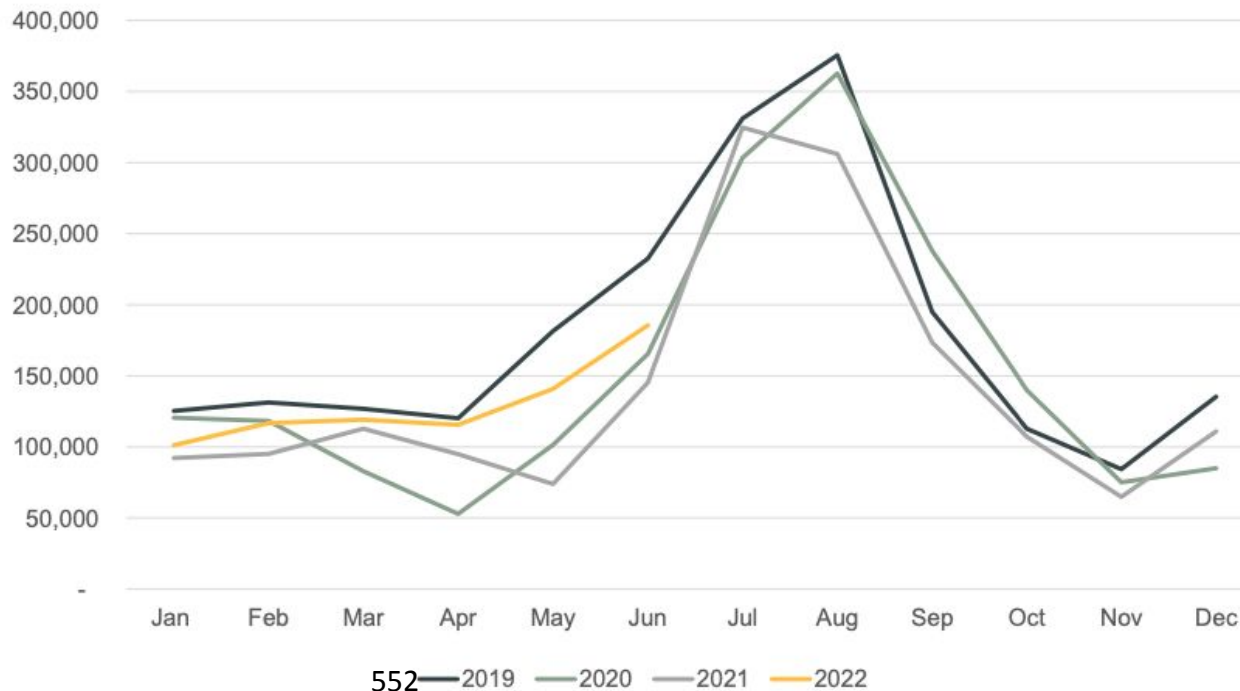
CANADIAN VISITORS TRAVELLING TO THE KOOTENAY ROCKIES BY MONTH

2022 Visitor Highlights



bcrts

- March 2022 saw a -6% decrease compared to March 2019, a 44% increase compared to 2020 and a 6% increase compared to 2021
- April 2022 saw a -4% decrease compared to April 2019, a 118% increase compared to 2020 and a 22% increase compared to 2021
- May 2022 saw a -22% decrease compared to May 2019, a 39% increase compared to 2020 and a 91% increase compared to 2021
- June 2022 saw a -20% decrease compared to June 2019, a 12% increase compared to 2020 and a 28% increase compared to 2021



Historical & Forecast Occupancy 2017-2022 by month

STR Historic & Forecast
2014 - 2022



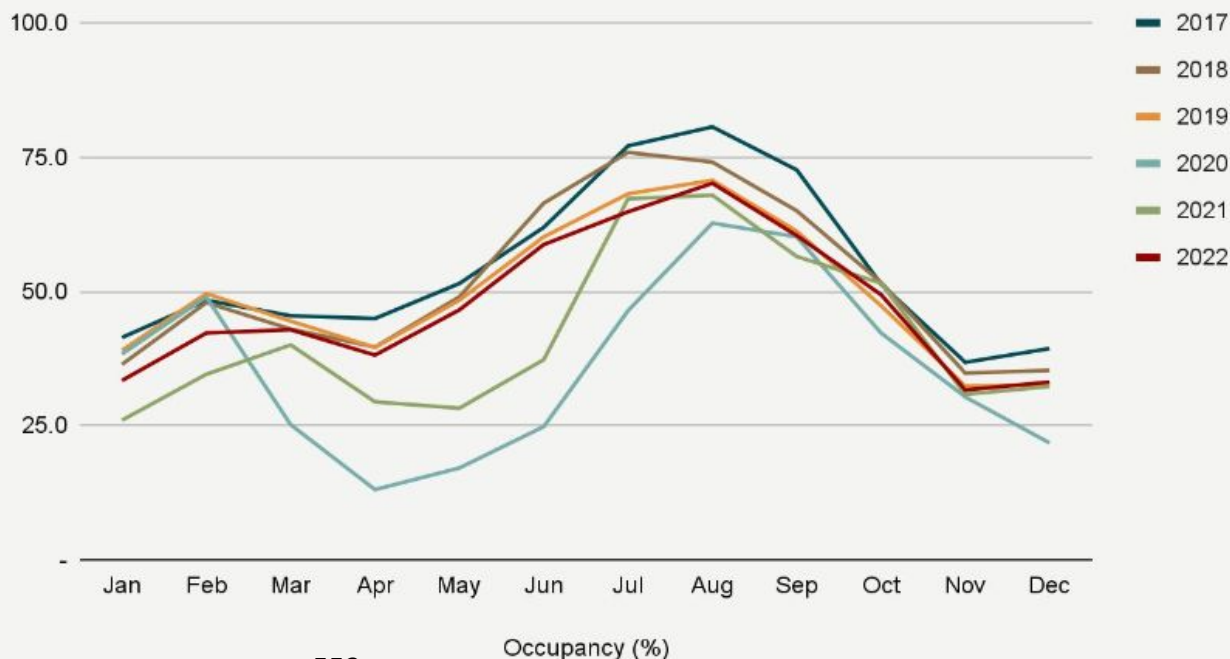
bcrts

Historically, occupancy peaks slightly in February, then grows steadily to its highest in July-Sept, then declines to an average around 30% in December.

2020 is an anomaly year with the impact of the Pandemic and the lowest occupancy in April at 13.1%.

STR forecasts 2022 to perform only slightly below 2019, matching in August.

NOTE: This data is from predominantly chain hotels in urban centres and therefore is not representative of the entire region.



553

Source: STR

Historical & Forecast Occupancy 2014-2022 Yearly Averages

STR Historic &
Forecast
2014 - 2022



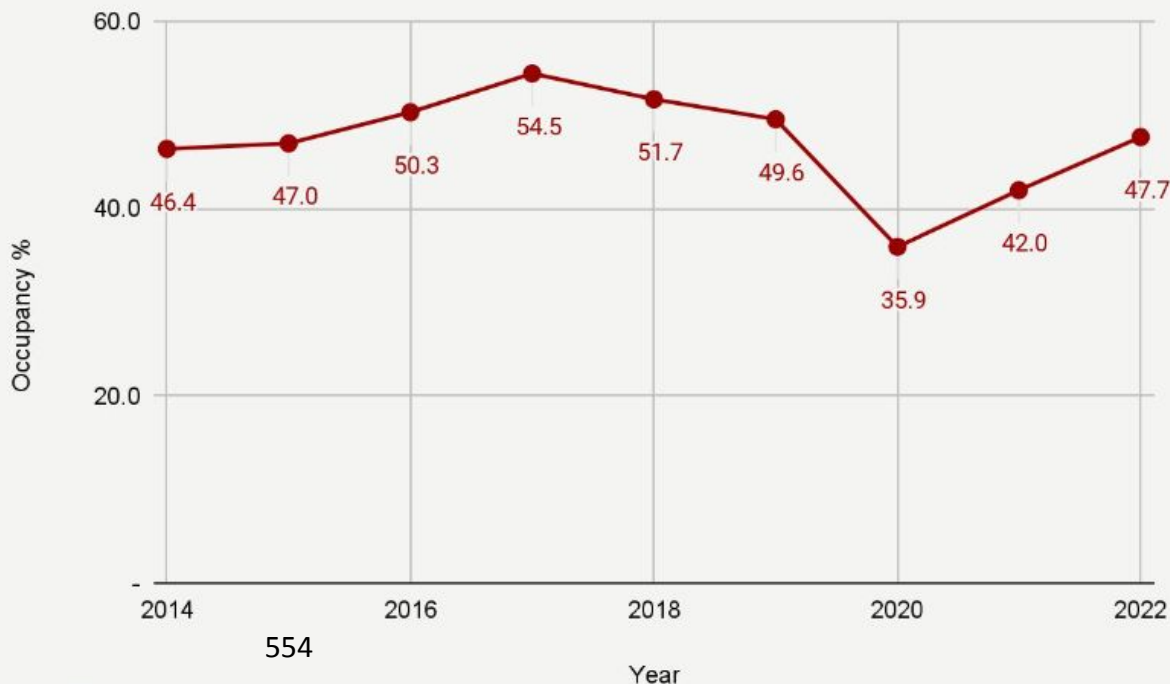
bcrts

In 2020 occupancy dipped to its lowest; however, it is expected to steadily recover.

Occupancy rates in 2020 decreased 13.7% compared to 2019.

STR forecasts 2022 to be closer to 2019 with just a 2% difference.

NOTE: This data is from predominantly chain hotels in urban centres and therefore is not representative of the entire region.



Source: STR

2022 Marketing Highlights

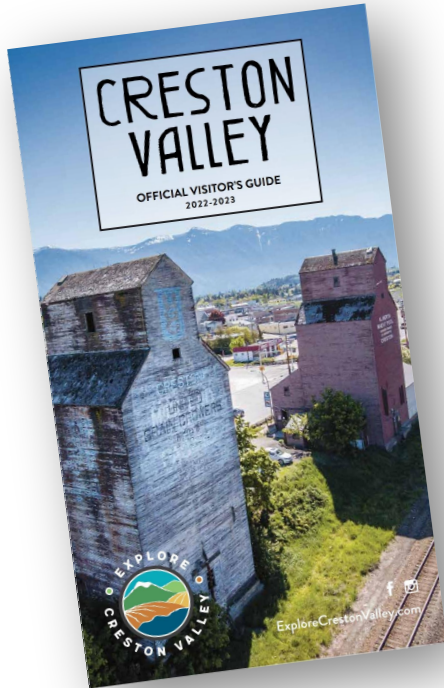


Marketing Tactics in 2023

- Designed & Published **16,000 Visitors Guides** (NEW)
- Designed & published **5,000 Food & Farm Maps** (NEW)
- Updated & printed **3,000 Hiking Maps**
- **Launched Official Visitors Website** @ www.explorecrestonvalley.com
- **Ran online ads** geo-targeting BC, AB, WA, ID, & MT
- **Sponsored the Creston Libations Tour** w/ 4 local wineries, micro-brewery and distillery
- Participated in **International Selkirk Loop, Kootenay Arts, & BC Ale Trail** Campaigns
- Contracted local Social Media Marketer to manage **IG & FB pages w/ 7,000 followers**
- Contracted local writer to write **15 inspirational travel blog stories** on website
- Contracted local photographer to do **15 local photoshoots**



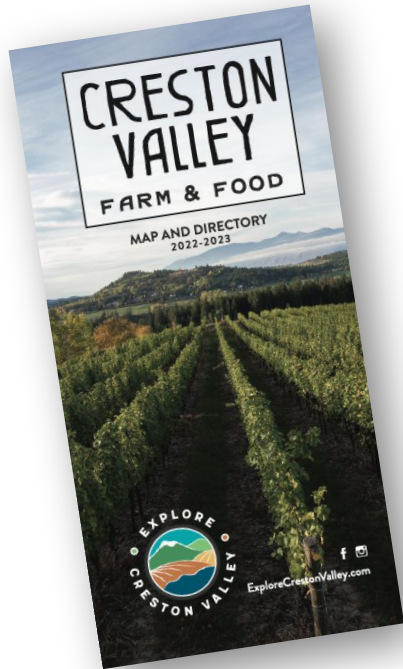
Visitors Guide



- Featured **complete directory of ALL restaurants & accommodations**, interviews w/ 4 local business owners, and more!
- Racked @ **Rockies International Airport & West Kootenay Regional Airport**, along Hwy 3 Corridor in SE BC & Southern Alberta
- Distributed to **42 BC Visitors Centres**
- Distributed to **100 + local businesses and public locations** regularly
- **Will run out of 16,000 Visitors Guides by end of October 2022** due to unprecedented demand!



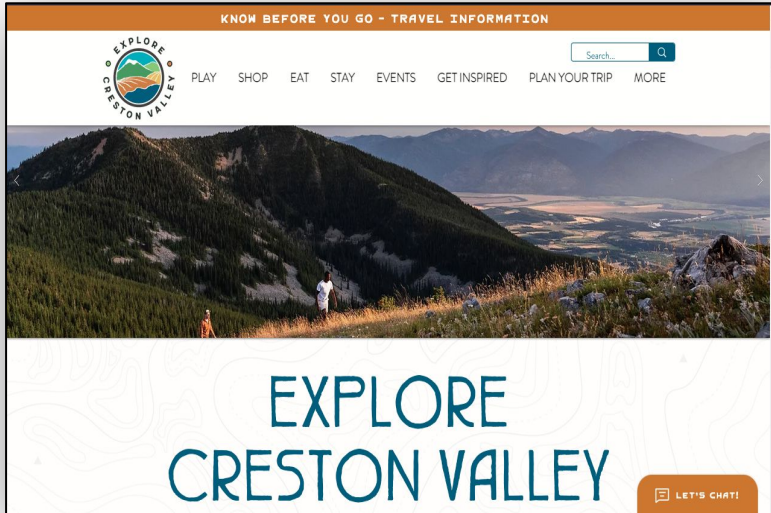
Farm & Food Map



- **Resource for visitors to explore rural farms, fruit stands, Orchard and the thriving interconnected local food system!**
- Featured **41 local food businesses** - farmers market, fruit stands, orchards, wineries, distilleries, breweries, butchers, dairies, nurseries, farms & restaurants
- Information on each attraction's products, services and season of operation
- Distributed at all 41 locations and around community
- Have already gone through 3/4 of original order, **will run out by Spring 2023 due to strong demand**



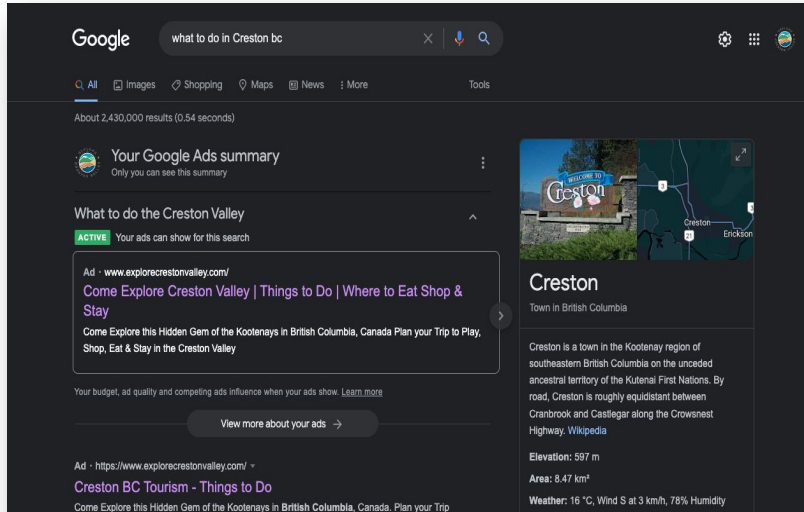
Website



- Re-launched March 1st, 2022
- **10,500 Unique Visitors** by September 28th
- **7.5 minutes average** time spent on site
- June 29th - Highest traffic day @ 254
- **Visitor's Country of Origin** - Canada (85%), USA (8%), Germany, India, United Kingdom, Mexico
- **Visitor's City of Origin** - Creston (21%), Vancouver (11%), Calgary (10%), Cranbrook (4%), Surrey (3%), Nelson (2%)



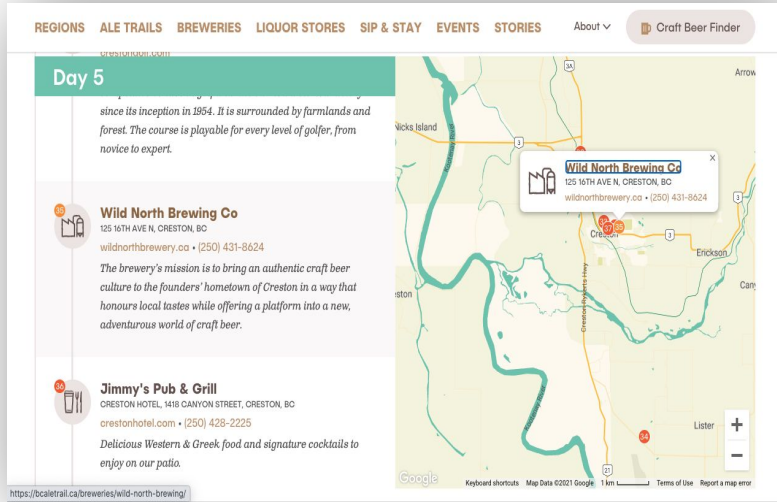
Online Ads



- Launched on **Google Search, Youtube & website display ads** on June 1st, 2022
- Geo-targeted to BC, AB, WA, ID & MT
- **138,000 views of ads!**
- **2,200 click throughs** to website
- **City of Origin for Clicks** - Creston (518), Calgary (293), Vancouver (226), Cranbrook (168), Edmonton (103), Nelson (85), Lethbridge (84), Surrey (62), Kelowna (58), Idaho (52)



BC Ale Trail



- **\$1,000 Buy In**
- **Features Wild North Brewing Company** as part of East Kootenay Trail
- **Features 6 other local attractions** as part of Creston Area itinerary on website
- Co-op **Ad in West Kootenay Go & Do**
- Wild North Featured on **Ale Trail podcast**
- **Free photoshoot & video** content for Wild North & CVTS
- Wild North & Creston featured in **BC Ale Trail video ad**





Family U-Pick @ Flamenco Farms Erickson

562





Getaway @ Bavarian Orchards Erickson

563





Family Hike @ Ka Papa Trail Kootenay Pass

564





Date Night @ Real Food Cafe Creston

565





Coffee Date @ Good Company Erickson

566





Scenic Bike Riding Erickson

567



What's Been the Response?

“ We have had our busiest summer to date. The amount of sales through the tasting room have been incredible and we have had a large number of visitors coming to enjoy food and wine at the winery. Our tasting room had to close early as we sold through our stock quicker than ever.

Having the support of Creston Valley Tourism through the funding of the Libations Tour and the two Travel Guides has been very helpful to our business as we have seen an increase in visitors to our winery. We love being able to give these maps/guides out to promote all that the Creston Valley has to offer.”

- **Baillie Grohman Estate Winery**



Looking Ahead to 2023



Marketing Priorities for 2023

- Update visitors guide & **increase print run from 16,000 to 20,000**
- Update & print another **3,000 - 4,000 Food & Farm Maps and Hiking Maps**
- Continue to get **new blog, photography, and social media content**
- Continue online geo-targeted ads for BC, AB, WA, ID, & MO
- Continue ISL, Kootenay Arts, & BC Ale Trail campaign participation & for Libations Tour sponsorship?

New Opportunities:

- **Media or Social Media Influencer Familiarization Tour?**
- **Video content** for advertising
- Attending **Trade Shows & Events**
- Potential **collaboration w/ EAP** on joint project **



Looking Ahead to 2023

Review

- Meet w/ stakeholders
- Review 2022 marketing activities & identify priorities for 2023

Planning

- Get local funding confirmed
- Get quotes & estimates
- Develop draft marketing plan & budget

Approval

- Present draft plan to CVTS Board for approval
- Share with stakeholders at 2022 AGM in November for review

Submission

- Submit marketing plan & budget to Destination BC's 50/50 Co-op Program
- Begin update of guide, maps, etc.

Activation

- Confirmation of DBC funding confirmed in January
- Launch 2023 marketing tactics in February



Value of Local Funding

2022 Revenues (To Date)	
MRDT	\$ 16,685.30
RDCK S108	\$ 22,000.00
DBC Co-op	\$ 20,000.00
Advertising	\$ 17,010.00
Interest	\$ 255.42
	\$ 75,950.12

2022 Expenses (To Date)	
Marketing	\$ 45,630.53
Research	\$ 1,050.00
Administration	\$ 30,821.47
Fees, Insurance	\$ 1,900.24
	\$ 79,402.24



Our Long Term Objective

- **Objective of achieving financial sustainability by 2025**
- Expect that MRDT revenues will stabilize and continue to grow in this time frame
- Will be working on establishing other revenues streams & service contracts to support this objective (ad sales, etc.)
- **Local government funding is acting as bridge/seed funding to support tourism sector growth and thereby CVTS's progress towards financial sustainability over the next 3 year**



\$108 Contribution for 2023

- **\$22,000.00 contribution from S108** (same amount as 2019, 2020, 2022)
- Will seek matching amount of **\$22,000.00 from Destination BC**
- Will seek funding from CCF & Food Action Coalition
- This funding is for **marketing tactics only**
- **CVST will provide project management** In-Kind
- **Seat on the CVTS board for S108 partners** as funding partners
- **Will provide Marketing Report to S108 Partners** in Fall 2023 or as requested



Thank You!



575





Board Report

Date of Report:	November 3, 2022
Date & Type of Meeting:	November 17, 2022 Regular Board Meeting
Author:	Mike Morrison, Manager of Corporate Administration and Corporate Officer
Subject:	Q3 2022 Quarterly Report
File:	01-0110-02
Electoral Area/Municipality:	Entire RDCK

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to provide background on the quarterly report, identify changes to the report's content for the current quarter, and introduce plans to improve the report in 2023.

SECTION 2: BACKGROUND/ANALYSIS

The quarterly report was developed in 2017/ 2018 in response to the Board's desire to see regular updates on the status of projects and initiatives currently underway throughout the organization. Each quarter, RDCK managers update their entries within a web-based reporting tool. While the report focuses on Board-assigned projects and initiatives, entries are also created for projects that may not specifically relate to Board assigned work, especially if that project requires significant or timely staff resources. The report includes only project work, and is not intended to capture the day-to-day operational work of each department.

The information collected in the reporting tool is exported, collated and reviewed by Corporate Administration staff and prepared for Board reporting. The current practice for discussion of the report at Board meetings is for directors to not raise items related to specific projects or entries, but rather discuss these with the applicable RDCK manager outside the meeting.

In recognition of a new Board term, and with respect to some of the feedback directors have provided about the report, this iteration of the report has been significantly edited by RDCK managers, most notably with regard to the removal of outdated content in the Board Notes section. Several entries were deleted, more or less in line with the following criteria:

- Where an item was more operational in nature (i.e not really a 'project') or where an item had started as a project but became more of an operational item over time
- Equipment replacement or staff recruitment are generally not considered projects
- Where reporting for a project was done separately by two departments and the reporting could be consolidated within a single project. For example – where reporting for a capital project was duplicated between the project management group and an operating department
- Where a project was an administrative priority for a department but not Board assigned, and where that project over time became either less achievable or less prioritized due to changing

circumstances and could no longer be reasonably categorized as ‘work in progress’ of that department

Staff are planning a renewal and update to the quarterly report in 2023. In Q1 2023 staff will prepare a survey for directors and RDCK managers to solicit feedback on the current report and associated processes and to identify priorities for the next iteration of the report. The following are some of the items staff have flagged for the survey:

- Grouping the presentation of information contained in the report for ease of navigation.
- Improving public access to and awareness of the report
- Identifying which information currently contained in the report are considered valuable, and which are not
- Identifying information that is not contained in the report but which may be desirable to include
- Incorporating better use of graphical presentation tools and data visualization
- Identify opportunities to include reporting of operational statistics that are reported to the Board by other means and at different intervals

The results of the survey will be reported back the Board, at which time staff will seek direction on specific changes to undertake to the reporting.

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

None at this time.

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:

The quarterly report provides an effective tool for the public to understand the scope and scale of the work undertaken by the RDCK

3.5 Economic Considerations:

None at this time

3.6 Communication Considerations:

As requested by the Board, the Quarterly Report is posted on the RDCK website following receipt by the Board in an open meeting. Staff are evaluating ways to improve navigation to the report within the new RDCK website launching in early Q2 2023.

3.7 Staffing/Departmental Workplan Considerations:

Preparing quarterly report entries is considered a core responsibility for RDCK managers

3.8 Board Strategic Plan/Priorities Considerations:

A new strategic plan to be developed by the Board in 2023 will provide an opportunity to better align the quarterly report with the priorities establish by the Board

SECTION 4: OPTIONS & PROS / CONS

None at this time

SECTION 5: RECOMMENDATIONS

None at this time. The report is received for information purposes only

Respectfully submitted,

Mike Morrison, Manager of Corporate Administration and Corporate Officer

CONCURRENCE

Chief Administrative Officer – Stuart Horn

Approved

ATTACHMENTS:

Attachment A – Q3 2022 RDCK Quarterly Report



Quarterly Report

Q3 2022

Corporate Administration

rdck.ca

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DEVELOPMENT AND COMMUNITY SUSTAINABILITY SERVICES (PLANNING, BUILDING AND COMMUNITY SUSTAINABILITY)							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas Of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Kootenay Boundary Farm Advisory	2017-03-31	GM Development and Community Sustainability	Food security and Agriculture	Entire RDCK, Multi Regional	60%- 80% complete	2024-06-01	The KBFA formed to address a gap left by the province when they discontinued extension services to farmers and was a recommendation in all 3 RD Agriculture Area Plans to replace. With funding partnership the 3 RDs, CBT, formed the KBFA in 2017 which is in its 5th year of providing highly desired engagement to farmers through events, farm visits, experts on farm and one on one sessions. In 2017 the RDCK had 320 farms and now has 429 farms all using this valued service. A steering committee of staff and elected officials oversees the operations through contract managed by RDEK.
Expansion of Kootenay Conservation Program	2021-09-23	GM Development and Community Sustainability	Part of RDCK Core Services	Area C,Area F,Area G,Area H	40% to 60% complete	2023-12-20	Building on the success of the Columbia Valley and Kootenay Lake Local Conservation Fund several Directors have given Staff direction to seek voter assent and approval to expand the fund. The Fund service is managed by RDCK however the experts that support the fund are the Kootenay Conservation Program who are contractors to the RDCK. Currently the Director for Area H is going to referendum on Oct. 15. Area F will go to referendum in the first quarter of 2023, followed by AAPs in 2023 for Areas C and G.
Dog Control - Area A, B, C	2020-10-10	GM Development and Community Sustainability	Part of RDCK Core Services	Area A,Area B,Area C	20% to 40% complete	2023-12-09	The Creston Valley Directors are seeking to address "aggressive dogs" in Areas A, B and C. It was made clear to Staff that they do not desire a service similar to the ones currently in place for dog control in 5 electoral areas and one municipality. In consideration of their feedback, Staff will bring a new dog control establishment service bylaw forward to the Creston Valley Services Committee to review before it is brought to the Board.
Engage RDCK Indigenous Nations on Opportunities for Partnership	2020-10-19	GM Development and Community Sustainability	Part of RDCK Core Services	Entire RDCK	40% to 60% complete	2023-12-01	The initial direction by the Board was to engage with Yaqan Nukiy of the Ktunaxa Nation to develop a protocol agreement. That work is still underway. Since then the RDCK initiated the Anti-Racism, Equity, Justice and Inter-Cultural Training to address action 57 of the Truth and Reconciliation Commission Calls to Action. At the same time the CAO, Board Chair and I have met with all the Indigenous Nations senior staff with traditional lands in our region. This work will continue in 2023 to support relationship building and reconciliation.
Review Noise Bylaw 2440, 2015	2022-09-22	GM Development and	Part of RDCK Core Services	Area A,Area B,Area C,Area E,Area F,Area G,Area	Not Started	2023-12-31	Based on recent application of the Noise bylaw and questions raised by the public on how it is not meeting the objective of addressing Noise complaints, Bylaw Enforcement Staff will be reviewing the Bylaw. in Area H where the Noise Bylaw

DEVELOPMENT AND COMMUNITY SUSTAINABILITY SERVICES (PLANNING, BUILDING AND COMMUNITY SUSTAINABILITY)							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas Of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
		Community Sustainability		H,Area I,Area J,Area K			overlaps the Special Events Bylaw a public meeting at the request of Area H director will be scheduled for November 2022. Feedback from that process and review of other Noise Bylaws will be presented to the Board in 2023 to inform future amendments.
Building Officials Training Program	2018-11-15	Mgr. Building	Part of RDCK Core Services	Village of Salmo,Village of Kaslo,Village of Slocan,Village of Nakusp,Village of Silverton,Village of New Denver,All Electoral Areas	60%- 80% complete	2023-04-30	Senior Building Official-Training and Development, along with Manager are developing training plans with staff, however heavy workload in operational areas of the business have impacted the delivery schedule for the Building Officials Training Program
Building Services Policy Review	2018-01-01	Mgr. Building	Part of RDCK Core Services	Entire RDCK	20% to 40% complete	2023-04-30	Some progress made on policy update and creation, however full policy review is delayed until staffing capacity is increased. Priority Policies to update include: - Lapsed Building Permit Policy 400-01-07 -Expired Building Permit Policy 400-01-02 - Building Inspection Service - Process for Lack of Valid Permit 400-01-5 -Building Permits for Manufactured Homes 400-01-07
Converting Historical Building Permits to Digital format	2018-03-31	Mgr. Building	Part of RDCK Core Services	Area A,Area B,Area C,Area D,Area E,Area F,Area G,Area H,Area I,Area J,Area K	40% to 60% complete	2022-12-31	Seek to find funding to digitize all microfiche building records. accessing a microfiche at a reasonable cost is proving to be a challenge. June 2021 - Continue search for grant funding and/or temporary staffing (KCDS or similar) to implement planned project. Board approved funding, vendor selection and procurement Q4 2022
Update Building Inspection Service Agreement with Municipalities	2018-10-01	Mgr. Building	Coordinated Service Delivery	Village of Salmo,Village of Kaslo,Village of Slocan,Village of Nakusp,Village of Silverton,Village of New Denver	20% to 40% complete	2022-02-28	Current service agreements are not consistent for all six municipalities , and require additional specifications and technical detail . The agreements also must align better with the Building Act . Update of the agreement template is on hold pending the addition of more building inspection staff. Q1 2023 meetings planned with RDCK GM D&CS, MB and Village CAO's

DEVELOPMENT AND COMMUNITY SUSTAINABILITY SERVICES (PLANNING, BUILDING AND COMMUNITY SUSTAINABILITY)							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas Of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
SES - Demand Management - Community - REEP for Homes Project	2020-08-20	Mgr. Community Sustainability	Coordinated Service Delivery	Entire RDCK	60%- 80% complete	2023-06-30	Current: Developing Regional Energy Efficiency Program (REEP) 2.0 with partner City of Nelson and associated grant funding application (FCM / Community Efficiency Financing); Working on strengthening Home Performance Contractor Network (HPCN) by supporting for Kootenay Clean Energy Transition (KCET) initiatives; Providing support to RDCK building department in rolling out communications for upcoming transition to Energy Code Step 3 for homes. Next Steps: Finalize grant application to FCM. Barriers: Lack of contractors that are eligible for HPCN registration.
National Disaster Mitigation Program 3 - Preliminary Flood Mitigation Designs	2021-02-18	Mgr. Community Sustainability	Not aligned with a Strategic Priority	All Electoral Areas	40% to 60% complete	2022-04-30	This is a project to investigate mitigation options at 3 sites in the RDCK. The findings will provide RDCK-specific details on what the costs/impacts of creating a flood mitigation service might be. Current: P4 Next: P5 - early Q1 '23 P1 - Review of 16 high risk areas from S2 NDMP; P2 - Shortlist sites based on viable options; P3 - Mitigation concept development; P4 - Prelim design and costing; P5 - Workshops with Board.
Regional Invasive Species Strategy - Implementation Plan Proposal	2021-06-14	Mgr. Community Sustainability	Coordinated Service Delivery	Entire RDCK	60%- 80% complete	2022-09-10	A project to inventory and develop a management plan for invasive species on RDCK owned/leased lands, and to develop a region-wide strategy to support invasive species management throughout the RDCK. Current Status – Inventory of invasive species complete and management plan developed for RDCK properties. Regional Implementation Strategy received and being reviewed by staff. Will be brought to Board before end of 2022. Next Steps – Board to review implementation plan. Possible Barriers – None at this time
Watershed Governance Initiative Phase 3 - Relationships, Mapping, Water Monitoring	2018-12-13	Mgr. Community Sustainability	Water Protection and Advocacy	Entire RDCK	20% to 40% complete	2022-10-07	A project to understand RDCK's role in protecting watersheds in the region. Current: Phase 3 focused on continued relationship building, mapping, and water monitoring. WGI GIS assistant hired to Mar 2023, meeting with Yaqan Nukiy in late 2022, followed by meeting with the Prov. Scoping work for Duck Creek and Service Case Analysis for Drinking Water and Watershed Protection service. Next Steps: Continue to develop case for Water Sustainability Plan in CV, working with Yaqan Nukiy, continue to pursue Duck Creek cumulative impacts study, meet with WK Watershed Society. Possible Barriers: none

DEVELOPMENT AND COMMUNITY SUSTAINABILITY SERVICES (PLANNING, BUILDING AND COMMUNITY SUSTAINABILITY)							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas Of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
ERIE Creek Flood Prevention - Service Investigation	2021-03-18	Mgr. Community Sustainability	Not aligned with a Strategic Priority	Area G	Not Started	2023-04-30	An investigation into creating a service for flood mitigation in the Salmo/Erie Creek area. The findings from the NDMP 3 project will provide financial details to inform this investigation. The RDCK does not currently have a flood mitigation service, nor does it own any flood mitigation infrastructure. Current - NDMP3 is progressing with mitigation options for the Salmo/Erie systems. These findings will be presented to Board during a workshop in early Q1 '23. Next - Complete service case analysis once financial information from NDMP is available.
Phase 2 - Geothermal GIS Study	2022-02-17	Mgr. Community Sustainability	Not aligned with a Strategic Priority	Area A, Entire RDCK	60%- 80% complete	2022-11-12	A project funded via CSLAC to study and identify areas on the East Shore that could support deep geothermal development. Phase 1 looked at the whole area. Phase 2 is focusing on using all existing data to identify likely areas to target for drilling test holes - this would be completed by private industry interested in developing the resource. Current Status: Contracts issued, work progressing well. Next Steps: Review final report in December 2022. Possible Barriers: None at this time.
Slocan Lake and River Partnership Initiation	2022-02-17	Mgr. Community Sustainability	Water Protection and Advocacy	Area H, Village of Slocan, Village of Silverton, Village of New Denver	1% to 20% complete	2023-10-31	A project to support the development of a partnership to conserve, protect, and restore habitat; provide education; build relationships; and guide development on Slocan Lake and River. Current Status: A Steering Committee meeting planned for end of October/early November to draft terms and scope of work. Next Steps: Host Steering Committee meeting and determine next steps. Possible Barriers: None at this time.
SES - Low Carbon Transportation - Corporate Fleet	2020-08-20	Mgr. Community Sustainability	Coordinated Service Delivery	Entire RDCK	1% to 20% complete	2023-11-30	Current: Meeting with fleet managers across the RDCK and developing fleet inventory; Supporting Kootenay Clean Energy Transition with EV Charging Network / NRCan grant program; Applying to Basin Charge Up Funding for a subsidy for a EV fleet vehicle. Next Steps: Apply for CleanBC EV funding for RDCK Fleet evaluation. Barriers: Distributed nature of fleet management (no overall fleet manager); Limited data and tracking of vehicles; Technology options; Heavy Fleet options.
SES - Better Corporate Building Policy	2020-08-20	Mgr. Community Sustainability	Coordinated Service Delivery	Entire RDCK	40% to 60% complete	2023-06-30	Current: Better Corporate Building Policy in place; Developing program to educate/train building managers and project managers on policy. Next Steps: Outlay education / training workshops to building managers and project managers; Support staff on implementation of Policy; Barriers: Staff time (building and project managers) and availability.

DEVELOPMENT AND COMMUNITY SUSTAINABILITY SERVICES (PLANNING, BUILDING AND COMMUNITY SUSTAINABILITY)							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas Of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
SES - GHG Reduction Feasibility for Community Complexes Project	2022-05-01	Mgr. Community Sustainability	Coordinated Service Delivery	Entire RDCK	1% to 20% complete	2023-09-30	Current: Project scoping with Community Services Regional Manager - Operations and Asset Management and potential funder FCM / Green Municipal Fund; Completing data input for facility energy monitoring software (Portfolio Manager), required to inform this project. Next: Decision to proceed with project / grant application at staff level, then board level. Barriers: Time & staff capacity; Lack of supporting policies, procedures, guidelines.
Operational Fuel Treatments - Selous, Queens Bay, Woodbury	2016-08-01	Mgr. Community Sustainability	Wildfire Management	All Electoral Areas	60%- 80% complete	2023-05-31	Current status: Selous: Mechanical harvest completed. 50% Hand treatments completed, remaining starting end of Oct '22. Machine tethered fuel modification starting now. - QB: 50% Hand treatments completed, remaining starting end of Oct '22. - Woodbury: Mechanical harvest completed. Additional fine fuels cleanup and pile burning fall '22. Crown Land Wildfire Risk Reduction (CLWRR) managed. Media Release expected shortly. Next Milestones: Prescribed burning planned fall '22, spring '23 possibly fall '23 in Selous. Possible Barriers: Adequate burning conditions.
RDCK Climate Actions - Report Development	2019-08-08	Mgr. Community Sustainability	Coordinated Service Delivery	Entire RDCK	80%- 99% complete	2022-12-17	Current Status: Draft will be brought to Board in November followed by a workshop with final rpt brought to Boar for adoption in December 2022. Possible Barriers: None at this time 259/22 That the RDCK Board approve the budget of up to \$80,000 for the development of the 2023-26 Climate Action Plan and associated four (4) year Communication and Engagement Strategy, and that these funds be drawn from the Climate Action Revenue Incentive Program (CARIP) reserve in General Administration
Area J OCP Review	2021-07-07	Mgr. Planning	Part of RDCK Core Services	Area J	Not Started	2022-12-31	Area J to have its own OCP. Project is in the queue for after the completion of Area I's OCP. Regional planning ongoing.
Area E OCP Expansion	2020-05-21	Mgr. Planning	Part of RDCK Core Services	Area E	20% to 40% complete	2022-12-31	In 2020 through resolution 375/20 the Board directed planning staff to expand the Electoral Area E Official Community Plan to include the south border of the City of Nelson to Ymir Road.

DEVELOPMENT AND COMMUNITY SUSTAINABILITY SERVICES (PLANNING, BUILDING AND COMMUNITY SUSTAINABILITY)							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas Of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Area E Community Planning	2022-05-19	Mgr. Planning	Part of RDCK Core Services	Area E	Not Started	2023-06-30	In 2022 through resolution 363/22 the Board directed staff to continue the next phase of community consultation for Area E as a follow up to the “Open Houses on Land Use Planning” Project completed earlier in the year. This work would be focused where survey results indicated that there is strong interest in pursuing land use planning or more information about land use planning was desired, with a specific focus on the following unincorporated communities: Redfish Creek to Liard Creek (Including Grandview); Longbeach; Harrop; and Proctor.
Agricultural Policy Review - Phase 2	2019-03-25	Mgr. Planning	Food security and Agriculture	Entire RDCK	40% to 60% complete	2023-03-31	Project follows previous agriculture policy changes implemented to address regulatory changes in Provincial legislation. This phase focuses on recent changes to the Agricultural Land Reserve Act and Regulations such as those affecting additional residences on ALR land, for example. Engagement completed including interviews, focus groups and survey. Changes made to bylaws for Areas A, B, and C recently adopted. Staff currently working on possible changes to bylaws for all other electoral areas.
Area I OCP Review	2016-01-26	Mgr. Planning	Part of RDCK Core Services	Area I	60%- 80% complete	2023-07-31	Staff have met with Area I Director and APC to determine updates needed to draft OCP and amended work plan. Updates to draft plan being made in advance of re-launch and renewed community engagement in Fall/Winter 2022 and Winter/Spring 2023. Staff report for Board endorsement of early and ongoing OCP consultation scheduled for December 2022 Open meeting. Meeting with Area I APHC tentatively scheduled for end of October 2022.
Area H North OCP Review	2020-04-16	Mgr. Planning	Part of RDCK Core Services	Area H	1% to 20% complete	2023-07-28	In April 2020, the Board passed resolution 279/20, which directs staff to include the review of the Area H North Official Community Plan, with the potential of having a Comprehensive Land Use bylaw, in their work plan. April/May 2022 - Staff completed open houses in New Denver and Hills. Anticipating re-activating project in 2023, as directed.
Kootenay Lake Watercourse DPA Project	2020-04-16	Mgr. Planning	Part of RDCK Core Services	Area A,Area D,Area E,Area F	80%- 99% complete	2023-03-31	Project initiated from discussions at the Kootenay Lake Partnership table, recognizing that the RDCK has development permit authorities under the Local Government Act that are not being fully utilized to protect sensitive habitat around Kootenay Lake. Next steps: October 2022 - Phase 3 of engagement scheduled for November. Staff intend to bring forward options for RAC/Board consideration following that work.

DEVELOPMENT AND COMMUNITY SUSTAINABILITY SERVICES (PLANNING, BUILDING AND COMMUNITY SUSTAINABILITY)							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas Of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Playmor Junction Zoning Bylaw	2020-02-20	Mgr. Planning	Part of RDCK Core Services	Area H	Not Started	2023-12-29	In February 2020 the Board passed resolution 121/20, which directs staff to include the development of a zoning bylaw for Playmor Junction Area to their work plan. Subsequent direction from the Director was to suspend further work on the project until early 2023. Awaiting further direction from Area Director prior to commencing this project.
Area D Community Planning	2022-02-17	Mgr. Planning	Part of RDCK Core Services	Area D	Not Started	2023-07-21	Project follows up on completed work in 2022 wherein land use planning discussions held (virtually) for most communities in Area D. Feb 2022 Resolution 149/22 directed staff to continue the next phase of community planning for Area D in 2022 with a specific focus on the Kaslo Corridor; Woodbury; Schroeder Creek; Mirror Lake (including Amundsen Road); and the Allen subdivision, and other communities interested in zoning.
Subdivision Servicing Bylaw Review	2020-05-21	Mgr. Planning	Part of RDCK Core Services	Entire RDCK	20% to 40% complete	2023-07-31	Board resolution 369/20 from May 2020 directs staff to undertake a review of the RDCK Subdivision Bylaw to improve administrative process and efficiency, and seek solutions for recurring challenges such as ensuring adequate servicing and access. Next steps: summarize progress to date to accompany workplan, and initiate internal engagement. Review of staff resources currently required to confirm Subdivision Bylaw requirements with applicants.
Grohman Creek Dock Service Feasibility Study	2021-06-15	Mgr. Planning	Not aligned with a Strategic Priority	Area F	100% complete	2022-04-30	Project initiated in response to request from Grohman Creek residents, who were losing mooring options with City of Nelson decision to rebuild pier. High-level costs and feasibility analysis presented to Grohman Creek Docking Society (GCDS) for 4 potential sites along the City of Nelson shoreline. Due to cost limitations, three other potential partnerships opportunities were identified for the GCDS to explore further. March 2022 - partnership opportunity discussions. October 2022 - project completed. Unable to meet with GCDS due to difficulties coordinating on GCDS's end.
Housing Action Plan	2021-05-20	Mgr. Planning	Part of RDCK Core Services	All Electoral Areas	1% to 20% complete	2023-05-31	Project follows on completion of Housing Needs Assessment for RDCK and member municipalities in 2020 and direction from Board to undertake a Housing Action Plan. Kickoff meeting with staff held July 7, 2022. Stakeholder engagement - August to November, 2022 including community engagement and Board Workshop. Best practices and case study review - August to December, 2022.

DEVELOPMENT AND COMMUNITY SUSTAINABILITY SERVICES (PLANNING, BUILDING AND COMMUNITY SUSTAINABILITY)							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas Of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Campground Bylaw Review	2018-04-19	Mgr. Planning	Not aligned with a Strategic Priority	All Electoral Areas	1% to 20% complete	2023-08-25	Initiative began to investigate regulatory options for park model trailers within the RDCK, but has expanded to consider ways to better regulate developments where multiple RV sites are created. This is especially relevant in the proliferation of shared interest developments in unzoned areas where there is concern for health and safety of these developments. Resolution 36/20 establishes policy regarding CSA Z241 Park Model Trailers. September 2022 - Staff have begun researching utility of the existing Manufactured Home Park Bylaw to address the issues this initiative seeks to address.

ENVIRONMENTAL SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Town of Creston objection to Environmental Service Fee Distribution - ACK	2022-01-20	GM Environmental Services	Part of RDCK Core Services	Area B,Area C,Town of Creston	100% complete	2022-09-30	Governance change requests are being discussed and have most recently been referred back to Commission for further discussion and refinement by the BoD. A recent letter from the ToC indicated continued dissatisfaction with the fees paid in previous years (post 2014) prior to the recent adjustments.
Assess at home composting technology for electoral areas and municipalities not yet part of Phase 1 curbside program	2022-10-01	Mgr. Resource Recovery	Waste Management and Alternatives	Entire RDCK	1% to 20% complete	2023-06-30	Resolution notes reporting to JRRC in December, which is not attainable. City of Nelson is completing an assessment of the pre-treatment system they are advancing with and staff recommends waiting for that data to be available, expected in Q4.
Regional finished compost sales and distribution planning	2022-10-01	Mgr. Resource Recovery	Waste Management and Alternatives	Entire RDCK	1% to 20% complete	2023-06-30	Staff directed to commence planning for in-house sales and distribution of Class A compost with 20% reserved for municipal RDCKB partners that provide feedstock and 0.5% free for non-profit organizations that supply local food. Staff to engage with partners to assess preferences and gauge interest from agriculture sector.
RR Facility washroom installation project	2018-12-12	Mgr. Resource Recovery	Waste Management and Alternatives	Entire RDCK	60%- 80% complete	2023-12-31	Completed ROS, CEN, OOT, CRE, NAK. Remaining sites awaiting site developments works (Slocan), hydrotech assessment (CBay) or planned for coming years.
Drone survey equipment & landfill software	2022-01-01	Mgr. Resource Recovery	Waste Management and Alternatives	Entire RDCK	80%- 99% complete	2022-12-31	On-going staff training occurring in Q3/Q4.
Scale Software upgrade	2022-01-01	Mgr. Resource Recovery	Waste Management and Alternatives	Entire RDCK	1% to 20% complete	2023-02-28	Strong Data software selected at June Board. Extensive consultation with IT, Finance and Strong. Next steps are implementation planning (Oct/Nov), installation and testing (Dec/Jan) with intention to launch in Jan/Feb. Assessing needs for license plate readers and android devices. IT ordered new computers for sites in late Q3 to allow for accompanying hardware preparations.

ENVIRONMENTAL SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Collaboration with City of Nelson on organics program	2019-01-01	Mgr. Resource Recovery	Waste Management and Alternatives	City of Nelson	80%- 99% complete	2022-12-31	Nelson and RDCK staff continue to meet semi monthly to share information on diversion program advancement. Staff invited to participate in City's Advisory committee on their organics diversion program, to start in Q4. Letter for City sent in early Q3 to request intentions to participate in RDCK's organics program to allow for planning & program implementation to proceed efficiently. No response to date. Expect findings of Selkirk college & City organics material management study in Q4.
RR Field Staff Scheduling App Assessment	2020-11-01	Mgr. Resource Recovery	Waste Management and Alternatives	Entire RDCK	100% complete	2022-12-31	Assessment completed, moving on to implementation. Initiated transition in Q3 with pilot groups. Expanded to entire RWE group by Q4. Will pilot LFA group in Q4 with full roll out around November. Once fully implemented expect reduction in scheduling time and increased efficiency with more standardized container capacity reporting.
HB Tailings Facility Remediation and Closure	2016-08-18	Mgr. Resource Recovery	Not aligned with a Strategic Priority	Central RR Subregion	80%- 99% complete	2023-12-31	Final completion of construction project achieved in Q3. Finalizing final payments and holdbacks. Expect some maintenance next year. ITRB attending the site for post construction inspection. Asbuilts and project completion documentation is underway. Entering 2 years of active closure with increased monitoring.
Regional RR Facility surveillance upgrades	2018-03-15	Mgr. Resource Recovery	Waste Management and Alternatives	Entire RDCK	60%- 80% complete	2023-09-30	Final camera install to occur at Central during bin wall project to reduce earthworks cost. Rosebery surveillance proposed to proceed along with other TS upgrades in 2023. Comprehensive program for surveillance monitoring and maintenance required in 2023.
Ootischenia landfill lands acquisition	2018-01-01	Mgr. Resource Recovery	Waste Management and Alternatives	Central RR Subregion, West RR Subregion	1% to 20% complete	2023-04-30	Staff will be engaging with the Ministry on preparing a land application in Q4.
Septage Management Options for Central and West subregions	2019-06-19	Mgr. Resource Recovery	Waste Management and Alternatives	Central RR Subregion, West RR Subregion	20% to 40% complete	2023-12-31	Staff continue to engage with municipal staff and consider alternative options and may engage with consultants for a follow up assessment.

ENVIRONMENTAL SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Asbestos Waste management area at Creston Landfill	2019-12-01	Mgr. Resource Recovery	Waste Management and Alternatives	East RR Subregion	1% to 20% complete	2023-06-30	Project on hold pending obtaining License of Occupation for the "wedge" parcel. Intent is to improve site safety and meet best practices for handling/disposal, while reducing future liabilities.
Legacy Landfill Closure Plan Assessments	2020-03-01	Mgr. Resource Recovery	Waste Management and Alternatives	Entire RDCK	1% to 20% complete	2023-12-31	No change in Q3. Intend to initiate procurement of landfill assessments under Eng Services Standing Offer. RRP identifies 10 sites in total.
Creston Eco-Depot	2018-10-10	Mgr. Resource Recovery	Waste Management and Alternatives	East RR Subregion	1% to 20% complete	2023-06-30	Staff intend to investigate options directly with Tip It (as directed by the Board in June) in Q4. Q3 was very busy for both Tip-it and RDCK with initiation of new organics and recycling curbside program.
Creston Septage Facility	2018-06-01	Mgr. Resource Recovery	Waste Management and Alternatives	East RR Subregion	1% to 20% complete	2022-12-31	MOU extension to be requested from the Town. Construction project ON HOLD Awaiting RRP approval for Long Term borrowing for works to proceed.
Balfour Wood Chip Pile Relocation	2020-05-01	Mgr. Resource Recovery	Waste Management and Alternatives	Central RR Subregion	20% to 40% complete	2022-12-31	Internal fleet has transported 1,600 m3 of chips with a focus on materials posing highest fire risk. Will continue in Q4 as site is more accessible now that HB construction is completed.
Landfilling diversion initiatives - mattresses and C&D	2021-03-18	Mgr. Resource Recovery	Waste Management and Alternatives	Entire RDCK	1% to 20% complete	2023-04-30	Ministry webinar occurring in Q4 regarding new materials in the Recycling Regulation. Staff recommend aligning mattresses diversion program with stewardship roll out. Staff participating in Coast Waste Management conference and working group on C&D diversion.
Field staff building assessment	2022-09-01	Mgr. Resource Recovery	Not aligned with a Strategic Priority	Entire RDCK	1% to 20% complete	2022-12-31	Staff collecting details such as current power infrastructure & options to support cost estimates/recommendations for field staff buildings. Locations will be assessed for hot and cold temperature conditions and may include improvements such as shade, fans, A/C, heat pumps and solar power, etc.

ENVIRONMENTAL SERVICES							
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Central TS Washroom/ Changeroom/ Lunchroom	2021-03-18	Mgr. Resource Recovery	Waste Management and Alternatives	Central RR Subregion	80%- 99% complete	2022-11-30	Project works largely completed, awaiting some windows/doors then remaining trim, security, etc. to be completed. Expect to commission in early Q4.
Ootischenia Landfill Design and Operation plan update	2017-04-13	Mgr. Resource Recovery	Waste Management and Alternatives	Central RR Subregion, West RR Subregion	1% to 20% complete	2022-12-31	No development in Q3. Next step is to pursue lands application. Expected to proceed under new RFSO for Eng Services in late 2022.
Rural curbside service investigation and consultation	2021-09-01	Mgr. Resource Recovery	Waste Management and Alternatives	Entire RDCK	1% to 20% complete	2022-12-31	No responses to RFEOI issued in Q2. September JRRC directed staff to proceed with Phase 2 consultation in early 2023 using most appropriate cost estimate. Staff will request an extension to OICP in December (Ministry staff asked us to wait until then). Consultation to occur in Q4/Q1 2023. Staff looking for confirmation regarding RBC offering curbside in combination with other curbside services.
Creston Landfill Phase 1C/D, Berm	2017-10-18	Mgr. Resource Recovery	Waste Management and Alternatives	East RR Subregion	1% to 20% complete	2023-10-31	ON HOLD. Due to delay in LKB land transfer. Budgeted to complete design in 2022 and construction in 2023.
Creston Hydrogeological Assessment	2021-10-01	Mgr. Resource Recovery	Waste Management and Alternatives	East RR Subregion	1% to 20% complete	2023-05-31	No change in Q3. Staff met with Ministry staff to discuss scope and exemptions in Q1. RR staffing limitations will defer RFP issuance to Q4.
Creston Landfill Phase 1E closure works	2022-06-01	Mgr. Resource Recovery	Waste Management and Alternatives	East RR Subregion	80%- 99% complete	2022-11-30	Project is nearing completion, with final inspection to occur in early Q4. Sperling Hansen and RDCK project inspector to oversee project.
Nelson Landfill Closure	2017-02-16	Mgr. Resource Recovery	Waste Management and Alternatives	Central RR Subregion	1% to 20% complete	2023-12-31	No change in Q3. Awaiting data from expanded sampling program. The City has requested additional information from CP to support the completion of the DSI. Once the DSI is completed, we can approach the province to discuss remediation works.

ENVIRONMENTAL SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Organics program development	2018-01-01	Mgr. Resource Recovery	Waste Management and Alternatives	Entire RDCK	40% to 60% complete	2023-06-30	Creston compost facility operational end of Q2, staff are working on contamination concerns and water supply. Ootischenia transfer construction project completed in Q3. Central compost facility construction to be completed in Q4 with exception of generator, which is seeing supply chain issues with February delivery date, and some ongoing water supply work. Grohman organics transfer design complete with construction to proceed in Q4 or Q1. Organics newsletter issued to residents near facilities and ICI engagement underway.
Woodland Water Well Replacement	2021-03-15	Mgr. Utilities	Part of RDCK Core Services	Area F	60%- 80% complete	2022-12-31	The existing Woodland well failed in spring 2022. The well was repaired and rehabilitated but yield did not fully recover. A new well has been drilled, developed and pump tested. Well yield anticipated to be 30 USGM. Old well yield was 25 USGM before failure. Well pump sizing and connection design started. Interior Health issued construction permit has been secured. Currently waiting on new pump supply.
Burton, Fauquier and Edgewood Water Maintenance Contract Renewal	2021-03-30	Mgr. Utilities	Part of RDCK Core Services	Area K	1% to 20% complete	2022-12-31	Project delayed due to other staff shortage and other priorities. Contract might be renewed starting January 1st 2022.
Cross Connection Control Program Review	2020-09-17	Mgr. Utilities	Water Protection and Advocacy	Area A,Area B,Area C,Area D,Area E,Area F,Area G,Area H,Area J,Area K	60%- 80% complete	2022-08-31	A connection program protects contaminants from entering a water system. The program provide guidance on when backflow preventers should be installed on customer water connections. Program review completed. Water Bylaw revised. Program procedures still required. Guidelines update still required. No progress this period.
Conversion of Water Commissions to Community Advisory Committees	2022-03-28	Mgr. Utilities	Part of RDCK Core Services	Area A,Area B,Area D,Area H	20% to 40% complete	2022-12-31	The Regional District has both volunteer Water Commissions and Community Advisory Committees to provide consultation with Regional District water customers. Commission are proposed to be replaced with Water Community Advisory Committees, except Arrow and Ymir. The existing Water Community Advisory Committee policy first needs to be replaced with a Water Community Advisory Committee Bylaw. The Bylaw has been drafted and presented to the Water Services Committee. Changes have been requested by the Water Services Committee.

ENVIRONMENTAL SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Transfer of Arrow (Erickson) Open Reservoir to Town of Creston	2019-07-25	Mgr. Utilities	Coordinated Service Delivery	Area A,Area C,Town of Creston	80%- 99% complete	2023-02-28	The old Arrow open drinking water storage reservoir has been abandoned and a wetlands and park developed by the Town of Creston. A statutory right of way required for an Erickson water line at edge of the property and an asset transfer agreement is to be drafted by the Town of Creston to transfer the land and assets from the Regional District to the Town.
Water Quality Risk Management Plan	2018-10-01	Mgr. Utilities	Part of RDCK Core Services	Area A	80%- 99% complete	2022-12-31	A Policy is required for management Regional District water systems on Boil Water Notice or Water Quality Advisories with no immediate plan for improvement due to financial constraints or lack of public approval. A policy has been drafted that addresses risk, liability and water system management. A request for a legal opinion has been issued.
Abandonment of Pipe in Place & Discharge of Easements Policy	2019-12-23	Mgr. Utilities	Part of RDCK Core Services	Area A,Area B,Area C,Area D,Area E,Area F,Area G,Area H,Area J,Area K	80%- 99% complete	2022-12-31	There is currently no known legislation or guidelines on abandonment in place or removal and of asbestos cement pipe during water line replacements. Current industry practice is to abandon pipe in place. At the time of abandonment, the pipe is considered safe as long as it remains buried and not friable. The concern is that the pipe will continue to deteriorate over time and could become a liability and a hazard to future generations if exposed. Draft policy completed. Legal opinion has been requested.
Erickson 2022 First Phase, Priority Metering Project	2021-10-27	Mgr. Utilities	Part of RDCK Core Services	Area A,Area B	1% to 20% complete	2023-12-31	This project consist of installation about 100 priority (potentially higher consumption) water meters in Erickson. Priority includes Industrial, Commercial and Institutional properties and properties with 5 acres or more of Agricultural Land Charge. Budget has been approved for the first phase project. Project is on hold as we have now concurrently submitted a Strategic Priorities Fund grant application on 30 June 2022 for 100% funding of an Erickson Universal Metering Project to meter all 653 unmetered customers. If grant is successful, eligible costs start from the time of application.
RDCK Asset Management	2018-01-31	Sr. Project Mgr.	Part of RDCK Core Services	Entire RDCK	40% to 60% complete	2023-06-30	FCM MAMP grant funds (\$38,500) received. Community Works grant funds (\$16,500) received. Initiated the GIS database development process with GIS staff. Received comprehensive excel data and photos of previous inspections from Consultant to input into GIS system when available. Facility Condition Assessments are underway. Requested extension to June 2023 to enable an RFI/RFP to go out to

ENVIRONMENTAL SERVICES							
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							determine software in the marketplace and how to align our data to prepare for future software.

COMMUNITY SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Creston Library Contract	2018-11-06	GM Community Services	Coordinated Service Delivery	Area A,Area B,Area C,Town of Creston	20% to 40% complete	2022-04-01	As the RDCK offices have not moved to the Creston Ed Centre, we are working on basic changes to the lease agreement. The RDCK owns the building in which Creston Valley Library Services are located and RDCK Building, Water and Emergency Services administrative offices. When these services complete their plan to move to the Creston Education Centre, the potential exists for the RDCK to consider highest and best use of the vacated office space in the Creston Valley Library.
Investigating New Service Model Nelson Salmo EFG Regional Parks Services	2021-03-08	GM Community Services	Recreation , Parks and Trails	Area E,Area F,Area G,Village of Salmo,City of Nelson	100% complete	2022-05-31	Report to Commission by June 2022 - Complete
Proposed Goat Riverside Park	2019-05-16	GM Community Services	Recreation , Parks and Trails	Area A,Area B,Area C,Town of Creston	1% to 20% complete	2023-12-31	The RDCK will be meeting the representatives from Lower Kootenay Band and Trails for Creston Valley Society in November to continue discussions about appropriate parks areas.
RDCK Community Services - COVID Response / Post COVID Re-Opening	2020-03-17	GM Community Services	Coordinated Service Delivery	Entire RDCK	100% complete	2022-09-01	Recreational services are continuing to recover. Usage is increasing but is still below 2019 levels. Public health restrictions of recreational activities are not expected but RDCK staffing is still impacted by a worker shortage in some instances and sickness.
Campbell Fields Recreation Development Feasibility Study	2017-06-15	GM Community Services	Recreation , Parks and Trails	Area E,Area F,Area H,Area I,Area J,City of Castlegar,City of Nelson,Village of Slocan	40% to 60% complete	2023-04-30	3rd phase Report completed and posted on website. Reviewing Report with School District is the Next Step. Expect a meeting of the partners January 2023. https://www.rdck.ca/EN/main/services/rdck-recreation-master-plans/campbell-field.html
Riondel Community Centre	2021-01-01	GM Community Services	Recreation , Parks and Trails	Area A	100% complete	2023-05-31	This project will now be reported on through the RDCK Project Management Team Studio Nine working on construction drawings for roof replacement
South Slocan Old School House Redevelopment	2020-01-01	GM Community Services	Recreation , Parks and Trails	Area H	20% to 40% complete	2023-09-30	Require Grant Researcher/ writer - This has been impacted by work on Krestova park. Cover Architecture - awaiting direction. Initial drawings and estimates - redeveloping to reduce costs - Building Cost Estimates are continuing to come in very high.

COMMUNITY SERVICES							
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Recreation Commission #4 Review	2019-06-19	GM Community Services	Recreation , Parks and Trails	Area K,Village of Nakusp	100% complete	2022-10-13	Nakusp and Area K Recreation Establishment and Recreation Commission #4 Bylaws amendments are complete.
Ice Allocation Policy	2017-01-01	GM Community Services	Recreation , Parks and Trails	Multi Regional	100% complete	2022-04-21	Presentation to All Rec and Board Approval in spring 2022. Policy adopted and utilized by staff for business of recreation.
Fees & Charges Bylaw	2020-06-20	GM Community Services	Recreation , Parks and Trails	All Electoral Areas	40% to 60% complete	2022-06-16	Admission Fees approved in August 2021. Work is ongoing on rental fees application.
Castlegar and District Asset Management Process/strategic planning	2019-06-01	Mgr. Castlegar Rec	Recreation , Parks and Trails	Area I,Area J,City of Castlegar	80%- 99% complete	2022-12-31	As part of the Asset Management process, a Building Condition Assessment and Lifecycle study was completed on the Castlegar and District Community Complex. Commission hired consultant to lead a Strategic Planning session in part to determine how to fund the asset management going forward. Commission to consider a capital asset management funding program for 2023 budget and beyond.
Capital Exterior Door Replacements	2021-01-01	Mgr. Castlegar Rec	Recreation , Parks and Trails	Area I,Area J,City of Castlegar	20% to 40% complete	2022-12-31	Part of capital asset renewal plan. \$25,000.00 allocated in 2022. Budget consideration for 2023. Many of the Complex exterior doors require replacement and have been identified in the Condition assessment. Staff developing a replacement plan and will begin replacing doors by assessed need.
Child Care Project - Partnership with Kootenay Family Place	2018-12-13	Mgr. Castlegar Rec	Coordinated Service Delivery	Area I,Area J,City of Castlegar	100% complete	2022-06-30	Project construction began in April of 2021. Project received building occupancy November 23rd and substantial completion certificate December 10th, 2021. Remaining landscaping work completed in the summer of 2022. Child Care operation by Kootenay Family Place began in January of 2022. Final Report due to Ministry due end of October for final payment.
Seniors Centre Air Handling Unit (AHU)	2021-09-09	Mgr. Castlegar Rec	Recreation , Parks and Trails	Area I,Area J,City of Castlegar	100% complete	2022-08-31	Senior Center AHU failed at the end of the summer of 2021. Unit is at the end of its serviceable life. Commission approved replacement project to proceed in September 2021 with funds from Area I and J Community Works. Staff acted as GC and coordinate installation. Unit and commissioned. Funding from Area I and J Community works. Part of capital asset renewal. \$50,000.00 budget in 2022.

COMMUNITY SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Fitness Center Air Handling Unit (AHU)	2020-01-01	Mgr. Castlegar Rec	Recreation , Parks and Trails	Area I,Area J,City of Castlegar	40% to 60% complete	2022-12-31	Fitness Center AHU's at end of current serviceable life. Commission approved project to proceed in September 2021 with funds from S227 reserve. Project was tendered but price was significantly over budget. Staff acted as act as GC, coordinating trades for installation. Supply chain issues delayed installation. Only one unit has been installed to date. Waiting for second unit to arrive and planning to install in December. Part of capital asset renewal. \$100,000.00 budget in 2022.
Surveillance Camera Upgrade	2022-01-01	Mgr. Castlegar Rec	Recreation , Parks and Trails	Area I,Area J,City of Castlegar	40% to 60% complete	2022-11-19	Current Cameras and server are outdated and in need of replacement. Partial capital replacement - \$20,000 in 2022. Budget consideration for 2023 to complete.
Spin Bike replacements for Fitness Centre - CDRD	2022-01-01	Mgr. Castlegar Rec	Recreation , Parks and Trails	Area I,Area J,City of Castlegar	100% complete	2022-09-30	Part of our Capital equipment replacement. Budget \$20,000.00. Current Spin Bikes are outdated and in need of replacement. Bikes have been purchased and are in use.
Arena Floor Replacement Project-Castlegar and District Complex	2021-11-01	Mgr. Castlegar Rec	Recreation , Parks and Trails	Area I,Area J,City of Castlegar	1% to 20% complete	2023-10-01	Commission is in discussions on how to proceed with the project, consider funding options and timing of the project. There will be financial and social impacts to community for this project. The project is being review with an Engineering firm and once final option chosen, will go to tender in Q1 2023. It is projected to take 5-6 month to complete.
Nelson Curling Club Operations Request	2018-10-16	Mgr. Nelson Rec	Recreation , Parks and Trails	Area E,Area F,City of Nelson	100% complete	2022-07-31	Report presented to commission and the Nelson Curling Club in September. Further discussion expected at November commission meeting.
Develop Terms of Reference for Nelson and Area Recreation Commission	2020-11-19	Mgr. Nelson Rec	Recreation , Parks and Trails	Area E,Area F,City of Nelson	60%- 80% complete	2022-12-31	Nelson and District Recreation Commission service review is nearing completion. Service Review to provides clarity on Terms of Reference of commission.
RDCK Inclusion and Access in Community Services	2019-09-18	Mgr. Nelson Rec	Recreation , Parks and Trails	Entire RDCK	40% to 60% complete	2021-12-31	New training initiatives were implemented for summer camp staff as part of onboarding and training. External Support Worker (ESW) presented to All Recreation Committee for review in September. ESW opportunities to be expanded to other recreation services through 2022 and 2023.

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NDCC Exterior Sign Policy Development	2018-03-13	Mgr. Nelson Rec	Recreation , Parks and Trails	Area E,Area F,City of Nelson	40% to 60% complete	2021-12-31	RDCK signage guidelines have been created and nearing completion.
Nelson Sports Collection Agreement: NDCC Arena	2022-01-01	Mgr. Nelson Rec	Recreation , Parks and Trails	Area E,Area F,City of Nelson	100% complete	2022-07-31	Agreement has been completed.
NDCC Aquatic Centre Lighting Upgrade	2021-02-24	Mgr. Nelson Rec	Recreation , Parks and Trails	Area E,Area F,City of Nelson	40% to 60% complete	2022-12-31	Project has begun and is anticipated to be completed by the end of 2022.
Glade Legacy Project	2017-07-01	Mgr. Parks	Recreation , Parks and Trails	Area I	20% to 40% complete	2023-10-31	Staff has reviewed draft options and sent back to consultant, still need to meet with consultant
Lardeau Regional Park Construction - as per Management Plan	2021-04-15	Mgr. Parks	Recreation , Parks and Trails	Area D,Village of Kaslo	60%- 80% complete	2023-10-22	Maintenance contract worker found. Working on waterfront cleanup and restoration as per the Management Plan and approved financial plan
Waterloo Eddy Regional Park Construction	2018-03-01	Mgr. Parks	Recreation , Parks and Trails	Area I,Area J,City of Castlegar	60%- 80% complete	2023-11-30	Final work on Boat and Trailer Parking area Further amenities spring/summer 2023, working with Teck on final road closure
Taghum Beach Parking lot improvements	2021-03-31	Mgr. Parks	Recreation , Parks and Trails	Area E,Area F,Area G,Village of Salmo,City of Nelson	1% to 20% complete	2023-12-31	Staff will continue working with engineer during summer and into fall 2022 with project design for spring 2023.
Traditional Use Study - Crawford Bay Regional Park Management Plan	2018-03-01	Mgr. Parks	Recreation , Parks and Trails	Area A	60%- 80% complete	2022-12-31	Next steps for Management Planning is a Traditional Use Study (TUS) completed by Ktunaxa Nation Council in 2022.

COMMUNITY SERVICES							
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Regional Parks & Trails Master Plan/Strategy	2017-05-17	Mgr. Parks	Recreation , Parks and Trails	Entire RDCK	40% to 60% complete	2023-11-30	Working Group meeting on October 10, 2019. Board appointed Directors Popoff, Anderson and Jackman to the working group assisting staff with the review of the Parks & Trails Masterplan RFP at the June 20, 2019 meeting. Staff working on Regional Parks & Trails Inventory is complete to a standard that allows us to proceed to RFP development. Anticipate a RFP award in September 2019. Working group met Feb 27 2020 to discuss RFP information. RFP working group has met several times for final RFP assessment. Mark reported at March 2022 All Recreation Meeting - final stages of RFP.
Glacier Creek Park and Commission Bylaw No.1306 amendment	2021-12-09	Mgr. Parks	Recreation , Parks and Trails	Area D,Village of Kaslo	Not Started	2023-07-31	726/21 That staff amend the Glacier Creek Park Commission Bylaw No. 1306, 1998 to reduce the membership from nine members to five members with the resulting quorum. Currently there is no Commission.

FIRE SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Service S128 Riondel Fire Protection	2020-08-20	Regional Fire Chief	Part of RDCK Core Services	Area A	40% to 60% complete	2023-09-21	This project involves evaluating equitable share of funding for the Riondel Fire Services for providing First Responder and Road Rescue services outside of the fire service boundary. Q3 update- The Province has advised that Service 152 should be spilt into new service areas. Next Step- staff will target Q2 2023 to provide report to Board summarizing the situation and seeking direction to prepare new service establishment bylaw(s).
Creston area Sub-Regional Fire Service	2012-01-01	Regional Fire Chief	Part of RDCK Core Services	Area A,Area B,Area C,Town of Creston	80%- 99% complete	2023-12-31	This ongoing project aims to align and streamline fire services delivery between the RDCK and Town of Creston in the Creston Valley. Q3 update - the Canyon Lister service has been successfully transitioned from the RDCK to the Town of Creston. RDCK and Town staff will now proceed to negotiate a valley-wide contract for end 2023 in accordance with the Project Charter.
2170 Fire Service Bylaw Update	2020-04-01	Regional Fire Chief	Part of RDCK Core Services	All Electoral Areas	60%- 80% complete	2023-03-31	This comprehensive bylaw update will consolidate previous bylaw amendments, address service level declarations under the playbook, update the schedules for delivered services and provide appropriate authority to municipalities for fire service contract areas. This has been delayed to the end of 2021 due to staff absences and the 2021 Wildfire Season. Q3 update- the bylaw is in the final stages of review and should come forward for Board consideration in Q1 2023.
Crawford Bay Fire Service feasibility study	2016-01-01	Regional Fire Chief	Part of RDCK Core Services	Area A	60%- 80% complete	2023-12-31	This project analyzes options for establishing a fire hall in the Crawford Bay area. A draft options review was provided to the Area Director for review in 2020 and this project is on hold pending feedback.
Area H Hills Service Case Analysis	2021-09-23	Regional Fire Chief	Part of RDCK Core Services	Area H	Not Started	2023-12-31	Develop a service case for establishing an RDCK volunteer fire department to service the Hills area. Q3 2022- no progress to report on this initiative due to competing project priorities.
BC Structure Firefighter Minimum Training Standards	2016-10-01	Regional Fire Chief	Part of RDCK Core Services	Entire RDCK	80%- 99% complete	2022-12-31	New BC Structure Firefighter Minimum Training Standard distributed in September/October 2022. Replaces the previous BC Structure Firefighter Playbook. Staff currently analyzing and assessing updates and changes, developing a comprehensive training plan to meet objectives.
Changes to allow RDCK firefighters to deliver higher	2018-09-01	Regional Fire Chief	Part of RDCK Core Services	Entire RDCK	60%- 80% complete	2022-12-31	Current BCEMA Licensing does not allow first responders to work outside of their scope of practice. Medical Direction was successful in setting baseline standards for the pre hospital care services RDCK Firefighters provide. BCEMA Licensing has

FIRE SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
levels of care as pre hospital care providers							announced new scope of practice options for First Responders; staff are waiting for further details
Transition to Fraser Fort George Dispatch for all fire departments	2022-01-01	Regional Fire Chief	Part of RDCK Core Services	Area A,Area B,Area C,Area D,Area E,Area F,Area G,Area H,Area I,Area J,Area K,Town of Creston,Village of Salmo,Village of Kaslo,Village of Slocan,Village of Nakusp,Village of Silverton,Village of New Denver	60%- 80% complete	2022-12-31	Staff are negotiating the Fire Dispatch contract with Fraser Fort George for 2023 onwards. Staff are working with stakeholders on the preparation for transition for the implementation phase of the project. Dispatch infrastructure including "Radio over IP" being installed, October - November 2022. Training plan developed, implementing October - November 2022. Scheduled date of transition from Kelowna to Fraser Fort George dispatch - November 16, 2022.
Area D First Responder Service	2020-02-20	Regional Fire Chief	Part of RDCK Core Services	Area D	20% to 40% complete	2023-03-31	Q3 update - The fire and administration groups are consulting with stakeholders and undertaking a comparative analysis of service delivery options for Area D . A report should be ready for Board consideration in Q1 2023.

CORPORATE SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Service Review - Nelson, Area F and Defined Area E Recreation	2019-09-19	CAO	Recreation , Parks and Trails	Multi Regional	80%- 99% complete	2022-09-30	The Board has read the amendment bylaw for the service three times - consent has been sought from the three participants and if 2/3 consent is obtained the bylaw will be forwarded to the Inspector for approval. If approved, it will return to the Board for adoption. If adopted, the service review will be complete and a report will be prepared and provided to the ministry.
District Municipality Status for Area E	2017-03-01	CAO	Part of RDCK Core Services	Area E	1% to 20% complete	2022-12-31	This project was requested by the Area Director and is on hold for the time being. Work has been done by the Area Director on service needs in Area E and some initial investigation with the Ministry has been done. Staff will meet with the Director to determine next steps, if any.
Support on Cannabis	2021-06-17	CAO	Food security and Agriculture	All Electoral Areas	40% to 60% complete	2022-10-31	CAO is reviewing the needs that came out the Cannabis Regulatory Needs and will be recommending meetings with various ministries to move this along. CAO has been appointed to a UBCM working group that is discussing future opportunity for producers and public engagement in 2022, particularly on farm gate sales. The risk is alignment between the province and local government, to allow LG time to implement any bylaw changes required.
Conference Report and Policy	2019-04-01	CAO	Part of RDCK Core Services	Entire RDCK	60%- 80% complete	2023-01-31	CAO to prepare a report to the Board for November 2019 on recommendations for a policy on conference attendance. The Board gave direction to staff for a policy to be created and it will be brought to the March 2020 meeting for approval. Delay - COVID response has delayed this report - Staff is now looking at this being brought post election as part of 2023 budget planning.
Arrow Creek Water Commission Bylaw	2022-09-16	Mgr. Corporate Admin	Coordinated Service Delivery	Area B, Area C, Town of Creston	1% to 20% complete	2023-03-16	The board has directed an update to the Arrow Creek Commission bylaw to address issues identified by the Town of Creston. Staff will bring forward a draft bylaw for Commission consideration by the end of Q1 2023.
Respectful Workplace Bylaw	2022-01-17	Mgr. Corporate Admin	Part of RDCK Core Services	Entire RDCK	60%- 80% complete	2023-01-26	The bylaw will define inappropriate behavior at RDCK facilities and include processes to follow for incidents of staff harassment by the public. Q3 update - A draft bylaw is complete and undergoing review. A final draft bylaw will be received by the Board in Q1 2023

CORPORATE SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Permissive Tax Exemption Policy	2022-02-17	Mgr. Corporate Admin	Part of RDCK Core Services	All Electoral Areas	1% to 20% complete	2023-02-16	A report to the Board will be prepared which explains the legal eligibility criteria for receiving a permissive exemption and that proposes criteria for the Board to consider when exercising its discretion to award these exemptions. A draft of a new policy will be included with the report. No progress was made on this initiative in Q3 2022 due to competing project priorities.
Recreation Commission #6-Slocan Lake Bylaw Review	2020-10-15	Mgr. Corporate Admin	Coordinated Service Delivery	Area H,Village of Silverton,Village of New Denver	100% complete	2022-10-21	Review and propose updates to the Commission bylaw for Board consideration. Q3 2022 update - bylaw was adopted by the Board in Q3.
Area H and I Dog Control Service Case Analysis	2020-03-19	Mgr. Corporate Admin	Coordinated Service Delivery	Area H,Area I,Village of Slocan,Village of Silverton,Village of New Denver	80%- 99% complete	2023-12-31	Service case analysis will be prepared based on estimated contract service costs. Q3 update- no progress to report on this initiative. This project was stalled through 2021 and 2022 due to high workload and higher priorities for bylaw enforcement staff. The project is targeted for completion in 2023.
Fireworks bylaw feasibility report	2020-11-15	Mgr. Corporate Admin	Not aligned with a Strategic Priority	Area E	Not Started	2023-06-30	Board has directed that staff prepare a report outlining the feasibility of developing and implementing a fireworks bylaw. Q3 2022 update- this project has not advanced due to competing project priorities.
Property Insurance Procurement	2022-04-15	Mgr. Corporate Admin	Part of RDCK Core Services	Entire RDCK	100% complete	2022-07-31	Board awarded the Request for Proposals for Property Insurance Brokerage Services to the Municipal Insurance Agency of BC at the June 2022 Board meeting. New insurance coverage was in place prior the July 31 change over from Aon to MIABC.
Policy to Address Harassment of Staff Attending Private Properties	2022-05-19	Mgr. Corporate Admin	Coordinated Service Delivery	Entire RDCK	1% to 20% complete	2023-02-16	This policy will accompany the Respectful Behavior bylaw currently being developed and will cover employees attending private properties in the course of their duties, such as building inspectors and bylaw officers, while the bylaw will apply to RDCK facilities. Both will be received by the Board in draft form in Q1 2023.
Public Notice Bylaw	2022-05-15	Mgr. Corporate Admin	Coordinated Service Delivery	Entire RDCK	1% to 20% complete	2023-07-20	Changes to the Local Government Act in 2021 give the RDCK more options for publishing official notices. Subsequent to the board consideration of this matter in Q2 2022, staff intend to bring a draft bylaw to the Board completion in early Q3 2023.

CORPORATE SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Referendum Support Policy	2018-06-21	Mgr. Corporate Admin	Not aligned with a Strategic Priority	Entire RDCK	Not Started	2023-12-31	Board directed that staff develop a policy to guide Board decision making in response to requests for RDCK support for groups taking specific positions on RDCK referenda. This is considered a low priority item and no progress made in Q3 2022. This policy will be prioritized in the context of policy work included in the 2023 work plan.
Delegation of Authority Bylaw	2018-01-01	Mgr. Corporate Admin	Part of RDCK Core Services	Entire RDCK	20% to 40% complete	2023-03-31	The Bylaw will identify complete list of authority delegated to staff. No progress made in Q3 2022 due to competing project priorities. A draft bylaw is targeted to be received for Board consideration in Q2 2023.
RDCK website improvements-Phase Two	2020-01-01	Mgr. Corporate Admin	Coordinated Service Delivery	Entire RDCK	60%- 80% complete	2022-11-30	This project will deliver a major upgrade to the RDCK website. Q3 2022 update- The active phase of website development is underway, with overall design and layout being finalized in Q3. The expected project completion and website launch is late Q1 2023.
WKBHRD Policy Manual	2020-10-25	Mgr. Corporate Admin	Part of RDCK Core Services	Multi Regional	40% to 60% complete	2023-10-25	At the October 2020 meeting the WKBHRD Board directed staff to develop 4 new policies. Q3 2022 update-This is considered a low priority item and has not progressed due to competing project priorities. Draft policies are expected to come forward for WKBHRD Board consideration in 2023.
Special Event Permit Regulatory Bylaw	2017-10-01	Mgr. Corporate Admin	Part of RDCK Core Services	Area H	80%- 99% complete	2023-03-16	Q3 2022 update - The permit application form, bylaw web page and public communications about the new bylaw were completed in Q2 2022. Due to issues with events held in Q3 2022, the Board has directed staff review options to make the bylaw more effective. This report will come forward in Q1 2023.
Water Service Bylaw Review	2018-05-02	Mgr. Corporate Admin	Water Protection and Advocacy	Area A,Area B,Area D,Area E,Area G,Area H,Area J,Area K,Town of Creston	80%- 99% complete	2022-10-20	This project follows from the 2020 Water Governance Review Q3 2022 update - Rescinding the Sanca Commission bylaw and amending the Riondel Commission bylaw are the only outstanding items remaining on this project. These will be considered by the Board following the update to the Community Advisory Committee Terms of Reference expected in Q4.
Transit Service Funding Review	2019-07-18	Mgr. Corporate Admin	Part of RDCK Core Services	Central RR Subregion,West RR Subregion	80%- 99% complete	2023-02-16	Q3 2022 update - The remaining component of this project is to finalize the funding model for the Kootenay Lake West service. Staff will prepare a report and make recommendation to the Board in Q4 2022 regarding weighting of the cost apportionment criteria for this bylaw.

CORPORATE SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
Shoreacres No Hunting or Discharge of Firearm Bylaw Survey	2019-09-19	Mgr. Corporate Admin	Not aligned with a Strategic Priority	Area I	1% to 20% complete	2023-07-31	No progress in Q3 2022 due to competing project priorities. Expected completion is in 2023.
External Appointments Policy	2021-12-14	Mgr. Corporate Admin	Not aligned with a Strategic Priority	Entire RDCK	80%- 99% complete	2022-09-30	This policy will establish the Board's requirements for appointees to external committees and agencies to report back to the Board. Q3 update - a final draft policy was considered at the October 2022 Board meeting and more time was requested for Director comments. The policy will be included on the November Board agenda.
Evaluate Area E Contribution Service to Fund Nelson Public Library	2021-02-15	Mgr. Corporate Admin	Not aligned with a Strategic Priority	Area E,City of Nelson	100% complete	2022-10-20	Staff will research the costs, options, processes and the public communications plan for establishing a contribution service in Electoral Area E to provide funding to the Nelson Public Library. Q3 2022 update - Alternative Approval Process held in Q3 did not result in elector approval. The board has directed no further action on this matter.
Riondel Commission Bylaw Update	2012-01-01	Mgr. Corporate Admin	Coordinated Service Delivery	Area A	80%- 99% complete	2023-03-31	This project is a full overhaul of the Commission bylaw to reflect the current best practices for authorities delegated to Commissions. Q3 update - Board consideration of bylaw adoption will occur after the Water Community Advisory Committee terms of reference have been updated and communicated to the Commission, expected in Q1 , 2023.
Salmo and Area G Library Service Case Analysis	2021-12-14	Mgr. Corporate Admin	Coordinated Service Delivery	Area G,Village of Salmo	100% complete	2022-09-22	Q3 update -Salmo and Portion of Electoral Area G Library Financial Aid Service bylaw received elector approval in Q3 . Bylaw was adopted at the September Board meeting
West Kootenay Transit Services Governance Review	2022-02-17	Mgr. Corporate Admin	Coordinated Service Delivery	Central RR Subregion,West RR Subregion	1% to 20% complete	2023-03-31	This project will evaluate options for enhancing the governance and decision making for the West Kootenay Transit system (Castlegar and area, North Shore, Slocan Valley and Kootenay Lake West to support implementation of West Kootenay Transit Future Service Plan and consider the apportionment of costs . Q3 update- no progress to report due to competing project priorities for Research Analyst.

CORPORATE SERVICES							
Project/Initiative Name	Date Assigned	Responsible Manager	Board Strategic Priority	Applicable Areas of RDCK	Project Completion Status	Anticipated Completion Date	Board Notes
New external Auditors for the 2022 Audit year	2022-09-23	Mgr. Finance	Coordinated Service Delivery	Entire RDCK	1% to 20% complete	2023-04-15	In September 2022 the Board selected a new external audit firm for the current 2022 Year and then for 2023 and 2024. There will transitional work and a Project approach to the new firm of BDO Dunwoody and our first year working with the new firm.
Timesheets application in Project Management module	2018-03-01	Mgr. Finance	Part of RDCK Core Services	Entire RDCK	1% to 20% complete	2023-06-30	Implementation of the Timesheets functionality for a test or beta group to have electronic timesheets be created, submitted and approved to then be integrated to the Payroll intake to improve efficiencies. Since starting with this project it became apparent that there were system improvements to make prior to moving to a new platform. With additional staff in Payroll in the forth quarter of 2022 we expect to process with our development of standardization with submissions and upload of data and will continue this work through the 2022 year.
Enhanced features in the Project Costing Module	2018-04-15	Mgr. Finance	Part of RDCK Core Services	Entire RDCK	20% to 40% complete	2022-12-31	A reassessment of the coding categories will be evaluated. Exploration of the "Main" project umbrella are in development.
Fire Services Safety Management System	2019-04-08	Mgr. HR	Part of RDCK Core Services	Entire RDCK	20% to 40% complete	2020-11-28	The focus has shifted to significant COVID19 support. However, we continue to additionally focus on Fire Services Safety program implementation to ensure their alignment with the RDCK safety management system including the development and implementation of: safe work procedures, inspections, reporting processes & systems, PPE inventory, respiratory program, and leader training (BC Municipal Safety Association).
Information Technology Infrastructure Replacement - Wireless Firewalls	2022-04-01	Mgr. IT	Part of RDCK Core Services	Multi Regional	60%- 80% complete	2022-11-15	This project is required to replace firewalls and wifi routers that are at end of life.
PerfectMIND contract negotiation	2022-02-04	Mgr. IT	Recreation , Parks and Trails	All Electoral Areas	20% to 40% complete	2022-11-10	Reviewing and collaborating with other local governments to negotiate a contract that is in the best interest of the RDCK.

CAPITAL PROJECTS TO SEPTEMBER 30, 2022

ACTIVE PROJECTS BEING MANAGED: 32 (6 Completed YTD)				TOTAL BUDGET BEING MANAGED: \$12,000,000				
Project Name	PM	Start Date	End Date	% Complete	Status	Project Type	Project Phase	Status – Next Steps
Asset Management	AJ Evenson	1-Jul-2020	4-Jul-23	50%	In Progress	Other	Detailed Design	Grant funds received. Working on database /GIS coordination in the spring of 2022. Assessments underway. Extension received to June 2023 to procure asset mgmt software.
Central Compost Facility	AJ Evenson	1-Jan-2021	17-Nov-22	80%	In Progress	Resource Recovery	Construction	Facility substantially complete. Generator and a few electrical component delivery delayed to spring 2023.
Grohman Compost Upgrades	Jeannine Bradley	1-Sep-2022	4-Jan-23	15%	In Progress	Resource Recovery	Procurement	Contract awarded to Dynamic Landscaping with work to be completed in the fall of 2022.
Ootischenia Compost Upgrades	AJ Evenson	1-Jan-2021	30-Jun-22	100%	Completed	Resource Recovery	Construction	Completed and waiting for final invoice.
HB Tailings Facility Closure	AJ Evenson	1-Jan-2021	22-Sep-22	100%	Completed	Civil	Construction	Completed and waiting for final invoice.
Woodbury Water System Upgrades	AJ Evenson	1-Jan-2021	1-Dec-22	50%	In Progress	Utilities	Detailed Design	Waiting on Interior Health permit to construct.
East Shore Connectivity Project	AJ Evenson	1-Jan-2021	31-Oct-24	15%	In Progress	Utilities	Procurement	Working on several partnerships with non-profit organizations in the area. Waiting on revised Boswell proposal.
NDMP Stream 3	AJ Evenson	1-Jun-2021	27-Mar-23	50%	In Progress	Other	Detailed Design	Have received preliminary report details and designs from BGC for Eagle and Duhamel, waiting on Salmo.
Slocan Schoolhouse Demolition		1-Jan-2021	27-Jul-23	10%	On Hold	Buildings	Concept Design	Conceptual design complete. Project is seeking funding from a variety of sources.
Lakeside Office RTU & Roof Replacement	AJ Evenson	1-Jan-2021	1-Dec-22	90%	In Progress	Buildings	Construction	Roofing complete, final RTU installation in November.
Central Transfer Station - Attendant Shack Upgrades	AJ Evenson	1-Aug-2021	31-Oct-22	85%	In Progress	Buildings	Construction	Building construction substantially complete in late September. Well to be connected to building in October.
East McDerimid Dam Decommissioning	AJ Evenson	15-Oct-2021	31-Oct-22	75%	In Progress	Other	Construction	Construction underway, completion by end of October.
West Creston Fire Hall	AJ Evenson	15-Oct-2021	7-Sep-23	10%	In Progress	Buildings	Detailed Design	Issue with Fortis and previous electrical design, working through non-compliance. Waiting on Building Permit.

CAPITAL PROJECTS TO SEPTEMBER 30, 2022

ACTIVE PROJECTS BEING MANAGED: 32 (6 Completed YTD)				TOTAL BUDGET BEING MANAGED: \$12,000,000				
Project Name	PM	Start Date	End Date	% Complete	Status	Project Type	Project Phase	Status – Next Steps
CDCC East Stairwell	Jeannine Bradley	1-Jan-2022	9-Feb-23	25%	In Progress	Buildings	Procurement	Contract awarded to Stoic Construction.
Rosebery TS Site Upgrades and CCTV	AJ Evenson	1-Nov-2022	16-Oct-23	0%	Not Started	Resource Recovery	Initiation	Design and procurement to be undertaken in winter for spring construction.
Salmo Pool Upgrade	AJ Evenson	1-Apr-2022	25-May-23	50%	In Progress	Buildings	Construction	Mechanical awarded to KB Mechanical. Waiting on Interior Health permit to construct and Building Permit.
Ootischenia Fire Hall Expansion	AJ Evenson	1-Oct-2022	14-Sep-23	5%	In Progress	Buildings	Detailed Design	Design awarded to Cover Architecture. Construction in 2023.
Fire Hall Exhaust Extraction System	Jeannine Bradley	1-Apr-2022	16-Nov-23	15%	In Progress	Buildings	Procurement	Site tours completed. Working on scheduling with Contractor.
Central Lock Block Wall	AJ Evenson	1-Oct-2022	1-Dec-22	15%	In Progress	Civil	Construction	Construction underway.
Balfour Fire Hall Upgrades		1-Nov-2022	25-Dec-23	0%	Not Started	Buildings	Initiation	Will commence in November 2022 following addition of PM staff
Beasley Fire Hall Upgrades		1-Nov-2022	25-Dec-23	30%	In Progress	Buildings	Initiation	Siding and Firesmart work completed. Remaining scope to be initiated once new staff start in November 2022.
Blewett Fire Hall Upgrades		1-Nov-2022	25-Dec-23	5%	In Progress	Buildings	Initiation	Some quotes on siding, windows and doors received. Remaining scope to be initiated once new staff start in November 2022.
Canyon Lister Fire Hall Upgrades		1-May-2022	22-Jun-23	100%	Completed	Buildings	Initiation	All Firesmart work completed
Crescent Valley Fire Hall Upgrades		1-Nov-2022	25-Dec-23	5%	Not Started	Buildings	Initiation	Firesmart work in progress. Will commence in November 2022 following addition of PM staff
North Shore Fire Hall Upgrades		1-May-2022	22-Jun-23	50%	In Progress	Buildings	Initiation	Fencing work completed. Remaining scope to be initiated once new staff start in November 2022.
Ootischenia Fire Hall Upgrades		1-Nov-2022	25-Dec-23	0%	Not Started	Buildings	Initiation	Will commence in November 2022 following addition of PM staff

CAPITAL PROJECTS TO SEPTEMBER 30, 2022

ACTIVE PROJECTS BEING MANAGED: 32 (6 Completed YTD)				TOTAL BUDGET BEING MANAGED: \$12,000,000				
Project Name	PM	Start Date	End Date	% Complete	Status	Project Type	Project Phase	Status – Next Steps
Pass Creek Fire Hall Upgrades		1-Nov-2022	25-Dec-23	5%	In Progress	Buildings	Initiation	Firesmart work in progress. Remaining scope to be initiated once new staff start in November 2022.
Passmore Fire Hall Upgrades		1-Nov-2022	25-Dec-23	0%	Not Started	Buildings	Initiation	Will commence in November 2022 following addition of PM staff
Riondel Fire Hall Upgrades		1-Nov-2022	25-Dec-23	5%	In Progress	Buildings	Initiation	Firesmart work in progress. Remaining scope to be initiated once new staff start in November 2022.
Robson Fire Hall Upgrades		1-Nov-2022	25-Dec-23	5%	In Progress	Buildings	Initiation	Firesmart work completed. Remaining scope to be initiated once new staff start in November 2022.
Slocan Fire Hall Upgrades		1-Nov-2022	25-Dec-23	5%	In Progress	Buildings	Initiation	Firesmart work completed. Remaining scope to be initiated once new staff start in November 2022.
Tarrys Fire Hall Upgrades		1-Nov-2022	25-Dec-23	5%	In Progress	Buildings	Initiation	Firesmart work completed. Remaining scope to be initiated once new staff start in November 2022.
Winlaw Fire Hall Upgrades		1-Nov-2022	25-Dec-23	5%	In Progress	Buildings	Initiation	Firesmart work completed. Remaining scope to be initiated once new staff start in November 2022.
Yahk Fire Hall Upgrades		1-Nov-2022	25-Dec-23	10%	In Progress	Buildings	Initiation	Quotes received for Firesmart scope of work.
Ymir Fire Hall / Community Hall Upgrades		1-Nov-2022	25-Dec-23	5%	In Progress	Buildings	Initiation	Working on obtaining quotes. Will commence in November 2022 following addition of PM staff
Creston Landfill Phase 1E Closure		1-May-2022	31-Oct-22	100%	Completed	Resource Recovery	Construction	

PROJECTS COMPLETED IN Q2 REMOVED FROM QUARTERLY REPORT	
Project/Initiative Name	Responsible Manager
Creston & District Community Complex - Pavilion Project	Mgr. Creston Rec
Director Remuneration Bylaw Update	CAO
COVID Response and Planning	CAO
Intuitive Firefighter training records system	Deputy Fire Chief-Operations
Review Geospatial Service Delivery	GM Development and Community Sustainability
Denver Siding Boundary Extension	Mgr. Utilities
Nelson and District Recreation Facilities Task Force Review	Mgr. Nelson Rec
North Shore Hall Sound System Installation	Mgr. Nelson Rec
Crown Land Wildfire Fuel Mitigation - Impacts of the Province taking over	Mgr. Community Sustainability
Phase 2 Evaluation of Records Management Software	Mgr. Corporate Admin
Creston Landfill Phase 1E Closure Planning	CAO

PROJECTS COMPLETED IN Q3 2022	
Project/Initiative Name	Responsible Manager
Child Care Project - Partnership with Kootenay Family Place	Mgr. Castlegar Rec
Seniors Centre Air Handling Unit (AHU)	Mgr. Castlegar Rec
Spin Bike replacements for Fitness Centre - CDRD	Mgr. Castlegar Rec
Nelson Curling Club Operations Request	Mgr. Nelson Rec
Nelson Sports Collection Agreement: NDCC Arena	Mgr. Nelson Rec
Investigating New Service Model Nelson Salmo EFG Regional Parks Services	GM Community Services
RDCK Community Services - COVID Response / Post COVID Re-Opening	GM Community Services
Riondel Community Centre	GM Community Services
Recreation Commission #4 Review	GM Community Services
Ice Allocation Policy	GM Community Services
Grohman Creek Dock Service Feasibility Study	Mgr. Planning
Recreation Commission #6- Slocan Lake Bylaw Review	Mgr. Corporate Admin
Property Insurance Procurement	Mgr. Corporate Admin
Evaluate Area E Contribution Service to Fund Nelson Public Library	Mgr. Corporate Admin
Salmo and Area G Library Service Case Analysis	Mgr. Corporate Admin
RR Field Staff Scheduling App Assessment	Mgr. Resource Recovery
Town of Creston objection to Environmental Service Fee Distribution - ACK	GM Environmental Services



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: Creston Valley Quilters' Guild	Date of Application: 06/11/2022
Contact Name: Barbara Apponen	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: Area A Garry ... <input type="checkbox"/> Municipality: Creston Valley
Mailing Address: 1213 Cedar St Creston BC V0B1G3	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 402-6612	Email: capponen@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 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.*

Ladies from Creston, Wynndel, Erickson, Lister and Canyon join together once a week at the Anglican Church to quilt. Our group has been in the Creston Valley for 38 years. We have regular workshops to learn and share our accumulated quilting knowledge. Most of this is done by the members them selves. We have been self taught due to the Covid restrictions over the past 2-3 years.

Right now we have two quilts up for silent auction for Prostrate Cancer. They are currently on display in Sue's Clothesline. Presently our membership dues do not quite cover our rent and our insurance. We have become quite creative in making up the shortfall. This is why we are asking for a grant to help with our rental costs. We would greatly appreciate your consideration of our behalf.

Grant Application:

Total Grant Requested: \$750.00	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Cultural
---------------------------------	---

Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
The only funds we have are membership dues. \$40 per year for each member.

Previous Discretionary Grants Received – Year and Amount: John Kettle was the last one who gave us any grants.

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.

B Apponen Signed at:
2022-11-06 16:19:58

Signature

Barbara Apponen

Print Name

Authorization

Signature of Area Director Signed by director	Total Grant Approved \$ 750.00
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: Riondel Boat Club	Date of Application: 10/28/2022
Contact Name: Tom Wilkinson	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: A <input type="checkbox"/> Municipality: Riondel
Mailing Address: 1766 Riondel Rd N Box 91 Riondel BC V0B 2B0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 432-9753	Email: tewilkinson@hotmail.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.*

Install a new break water wall at the Riondel Marina
The Riondel Marina is protected by a water break built from landfill on the north and south and on the west by walls with wood poles and planking pounded into the lake floor. The pylons on the north side of the entrance are failing and require repair or replacement. There are 12 sets of pylons in bundles of three called dolphins with planking attached to provide protection to the marina. There are two sets of these that are swaying in rough water and another 4 sets that have at least one broken pole in the bundle. It has been recommended by the contractor, Graham Marine, that it is more economical to build a new wall right outside of the current one using steel pylons. There would be 3 bundles of steel pylons with a single steel pylon in between. There is one bundle of steel pylons currently in place at the entrance that would start the wall. The bundles and single poles are connected to each with 2 x 10 cedar planking. For this, bolting is welded onto each bundle or single ...

Grant Application:

Total Grant Requested: \$ 17,000	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Cultural
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received: Funds allocated this year, 2022. - \$20,000 Funds from dues etc 2023. \$25,000.	
Previous Discretionary Grants Received – Year and Amount: 0	

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:
2022-10-28 17:21:10

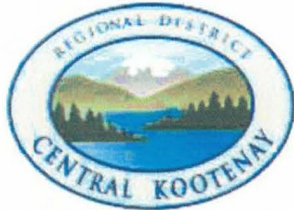
Tom Wilkinson

Signature

Print Name

Authorization

Signature of Area Director Signed by email	Total Grant Approved \$ 4,647.00
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: Creston Valley Ministerial Association	Date of Application: 10/25/2022
Contact Name: Helen Collins	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: A <input type="checkbox"/> Municipality: Creston
Mailing Address: 128 16th Ave N Creston BC V0B 1G0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 435-0336	Email: holycross06@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.*

We do Christmas Hampers every year for the whole community. This year, with a 30-40% increase in registrations at the local food bank, we anticipate more recipients than usual. We are also hoping this year to add some "special" food items that make Christmas a happy special time for the families, such as pancake mix and syrup, hot chocolate and such.

As always, we also include a gift card for one of the local grocery stores, which we would like to increase the amount for this year, due to the increase in cost of groceries. We appreciate any help we can get to make Christmas a special time for all families in our community.

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"/> Cultural
--------------------------------	---

Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
We applied for a grant from Gleaners for hampers and we also rely on fundraising in the community as well.

Previous Discretionary Grants Received – Year and Amount: 2021 \$2750

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: 2022-10-25 19:18:41 _____ Signature	Helen Collins _____ Print Name
---	--------------------------------------

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 1000.00
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: Creston Valley Ministerial Association	Date of Application: 10/25/2022
Contact Name: Helen Collins	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: B <input type="checkbox"/> Municipality: Creston
Mailing Address: 128 16th Ave N Creston BC V0B 1G0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 435-0336	Email: holycross06@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.*

We do Christmas Hampers every year for the whole community. This year, with a 30-40% increase in registrations at the local food bank, we anticipate more recipients than usual. We are also hoping this year to add some "special" food items that make Christmas a happy special time for the families, such as pancake mix and syrup, hot chocolate and such.

As always, we also include a gift card for one of the local grocery stores, which we would like to increase the amount for this year, due to the increase in cost of groceries. We appreciate any help we can get to make Christmas a special time for all families in our community.

Grant Application:

Total Grant Requested: \$ 1,000	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Cultural
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received: We applied for a grant from Gleaners for hampers and we also rely on fundraising in the community as well.	
Previous Discretionary Grants Received – Year and Amount: 2021 \$2750	
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: 2022-10-25 19:18:41 _____ Signature	Helen Collins _____ Print Name
Authorization	
Signature of Area Director Signed by director	Total Grant Approved \$ 1000.00
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: Kinbasket Child and Family Services Society	Date of Application: 10/19/2022
Contact Name: Erica Sylte-Hambler	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: B <input type="checkbox"/> Municipality: Creston
Mailing Address: 830 Simon rd Creston BC V0B 1G2	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 428-7414	Email: erica.sylte-hambler@ktunaxa.org

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.*

At KKCFSS, we serve Indigenous families in the community. We would like to utilize this grant to provide Christmas Hampers to help ease the financial strain on our low-income families during the holiday season.

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"/> Cultural
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received: We've received food and monetary donations through various community businesses such as the grocery stores. We also ...	
Previous Discretionary Grants Received – Year and Amount: 2021, 2000.00. 2020, 2000.00	
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: 2022-10-19 16:20:50 _____ Signature	Erica Sylte-Hambler _____ Print Name

Authorization

Signature of Area Director Signed by director	Total Grant Approved \$ 2000.00
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: Creston Valley Ministerial Association	Date of Application: 10/25/2022
Contact Name: Helen Collins	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: C <input type="checkbox"/> Municipality: Creston
Mailing Address: 128 16th Ave N Creston BC V0B 1G0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 435-0336	Email: holycross06@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.*

We do Christmas Hampers every year for the whole community. This year, with a 30-40% increase in registrations at the local food bank, we anticipate more recipients than usual. We are also hoping this year to add some "special" food items that make Christmas a happy special time for the families, such as pancake mix and syrup, hot chocolate and such.

As always, we also include a gift card for one of the local grocery stores, which we would like to increase the amount for this year, due to the increase in cost of groceries. We appreciate any help we can get to make Christmas a special time for all families in our community.

Grant Application:

Total Grant Requested: \$ 1,000	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Cultural
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received: We applied for a grant from Gleaners for hampers and we also rely on fundraising in the community as well.	
Previous Discretionary Grants Received – Year and Amount: 2021 \$2750	
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: 2022-10-25 19:18:41 _____ Signature	Helen Collins _____ Print Name
Authorization	
Signature of Area Director Signed by director	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 Skating Club	Date of Application: 10/27/2022
Contact Name: Lisa Singer	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: Electoral Area E <input type="checkbox"/> Municipality:
Mailing Address: Box 345 Nelson BC V1L 5R2	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 608-1559	Email: lisasinger2021@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.*

The Nelson Figure Skating Club is hosting the West Kootenay Invitational from December 9th to the 11th at the Nelson & District Community Complex. This event is sanctioned by Skate Canada BC/YT Section. The competition will feature talented figure skaters from the East and West Kootenays. We are expecting over 120 figure skaters, their families and coaches to attend. This multi-day event will bring activity to our local hotels, restaurants and businesses and provide an entertaining sporting event for the community to attend. The requested funds will be used to pay for expenses such as facility rental and section and region competition fees.

Grant Application:

Total Grant Requested: \$200	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:
Funding Received: Castlegar Dental Centre \$500, Kalesnikoff Lumber \$300, Teck Trail Operations \$250, Spire Shrink Wrap \$100. ...

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:
2022-10-27 13:43:33

Signature

Lisa Singer

Print Name

Authorization

Signature of Area Director Signed by director	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: Nelson Circus performers Association	Date of Application: 10/08/2022
Contact Name: Phill Maher	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: F <input type="checkbox"/> Municipality: Nelson
Mailing Address: 302/330 Baker st Nelson BC V1L4H5	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 551-1481	Email: phill@discovercircus.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.*

Funding will be use to subsidize rental of the North Shore Hall throughout the winter for community members to come and practice different forms of prop manipulation.

Grant Application:

Total Grant Requested: \$500	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: N/A	
Previous Discretionary Grants Received – Year and Amount: 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: 2022-10-08 18:12:01	phill maher <hr style="width: 100%;"/> Print Name
Signature	Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 500.00
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) <i>Salmo Child Care Society</i>	Date of Application <i>Aug 22/22</i>
Mailing Address (PO Box, Street, City, Prov. Postal Code) <i>Po Box 1067 518 6th St. Salmo, B.C. V0G 1Z0</i>	Request for Discretionary Grant Funding from Electoral Area <i>G</i> Municipality <i>Salmo</i> Name of Director <i>Christine Stewart</i>
Email <i>Salmocce@telus.net</i>	
Phone No. <i>250-357-9544</i>	
Contact <i>Christine Stewart/Tara Zeznik</i>	AMOUNT REQUESTED <i>\$4999</i>
<i>Please note: The Applicant must be able to deposit the funding payment in their name or have a sponsor organization noted.</i>	
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 <i>we are a non-profit society that offers childcare to members of our community in the west Kootenays</i>	
Funding will be used for - <i>Fencing costs for our yard expansion.</i>	
<ul style="list-style-type: none"> <i>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)).</i> 	
Signature of Applicant <i>Christine Stewart</i>	Signature of Sponsor Organization (if required)
Authorization	
Signature of Area Director Signed by director	AMOUNT APPROVED \$4999.00
Previous Grants Received: __2014 __2015 __2016	Cheque to be forwarded to: Director __ Applicant __ Sponsor Organization
Board 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: Salmo Emergency Support Services Team	Date of Application: 10/25/2022
Contact Name: Marilyn Sikora	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: G <input type="checkbox"/> Municipality: Salmo
Mailing Address: PO Box 393 132 Kalmakoff Rd. Salmo BC V0G 1Z0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 505-6639	Email: jmsikora@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 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 funds will be used for supplies, coffee, etc in order to recruit and maintain current volunteers by offering monthly meetings and training workshops. This ESS Team is responsible to provide support to Salmo and assist other teams in Area G. The goal is to have a competently trained team ready and able when emergencies happen.

Grant Application:

Total Grant Requested: \$ 800.00	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Cultural
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received: None	
Previous Discretionary Grants Received – Year and Amount: None	
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.	
<small>Signed at: 2022-10-25 11:29:35</small>	Marilyn Sikora
Signature	Print Name

Authorization

Signature of Area Director Signed by director	Total Grant Approved \$ 800.00
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: Ministry of Forests, Compliance Enforcement Branch	Date of Application: 08/31/2022
Contact Name: Colwyn Sleep	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: Area I <input type="checkbox"/> Municipality: Castlegar
Mailing Address: 845 Columbia Ave Castlegar BC V1N1H3	Payment Type: <input checked="" type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 608-4034	Email: colwyn.sleep@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.*

Removal of leftover junk from a squatter camp near Goose Ck Road, Pass Ck BC.
The camp had been set up in the Goose Creek Snowmobile Club staging area. A local scrapyard has hauled away 6 junk vehicles. Request is to have the tip fees waved to facilitate with the removal of the remaining junk on site. (approx 4-5 pickup truck loads)

Grant Application:

Total Grant Requested: \$500	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: Arnold Towing has removed 6 junk vehicles from the site.	
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:
 2022-08-31 14:11:41

 Signature

Colwyn Sleep

 Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 500.00
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: Ootischnia Fire Dept. Social Club	Date of Application: 10/20/2022
Contact Name: Veronica Kinch	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: J <input type="checkbox"/> Municipality: Castlegar
Mailing Address: 119 Ootischnia Road Castlegar BC V1N 4L7	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (780) 901-7884	Email: veronicakinch@outlook.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.*

For Ootischnia Fire hall Social Club Christmas. Dinner, Gifts and Awards

Grant Application:

Total Grant Requested: \$ 5000	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:

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:
2022-10-20 20:45:37

Signature

Veronica Kinch

Print Name

Authorization

Signature of Area Director Signed by Director	Total Grant Approved \$ 3,000.00
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: South Kootenay Lake Community Service Society	Date of Application: 11/10/2022
Contact Name: Garry Sly	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: A <input type="checkbox"/> Municipality: Crawford Bay
Mailing Address: 16380 Jacobson Road Box 210 Crawford Bay BC V0B 1E0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 505-2634	Email: skootenaylakecss@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..)

This project will bring women-owned small business operators together to have a space and time to collaborate, network and learn from one another. This will be achieved by hosting a 1 day, 40 person event with participants from around Kootenay Lake. The event will take place at the Crawford Bay school on Saturday February 4, 2023, in the performance space, from 9:30 am to 2:00 pm. The event will have a number of key female speakers sharing knowledge and insight to owning a successful business in the area. There will be opportunities provided for networking and collaboration throughout the day to support our interconnected business community. Issues to be addressed are the challenges of living rurally while operating a small business whether you are new to the area or an existing business owner. This will be an opportunity for women business ...

Grant Application:

Total Grant Requested: \$ 3873	Which funding criterial 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:
RDCK Community Development grant requested : \$3873

Previous Community Development Grants Received – Year and Amount:
Geothermal Phase 2 : 2022, \$5000.00

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:
2022-11-04 13:11:56

Garry Sly

Signature

Print Name

Authorization

Signature of Area Director Signed by director	Total Grant Approved \$ 3,375.00
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: Canyon Community Association	Date of Application: 11/10/2022
Contact Name: Andy MacKinlay	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: B <input type="checkbox"/> Municipality: Canyon
Mailing Address: Box 24 Canyon BC V0B1C1	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (613) 294-9534	Email: canyonparkhall@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..)

For the first time in many years our community is celebrating its history and with the pandemic mostly behind us, our community is hosting a Deck The Hall event / Social on Dec 10 in preparation for Dec 11 - Community Holiday breakfast and pictures with Santa for the kids. The community association is planning on hosting a social event with snacks and refreshments on Dec 10 to decorate the hall for the Dec 11 event. Canyon normally hosts the July 1 party at the park with pancake breakfast and we want to build upon this success in community building and host the Creston Valley at our Canyon hall for breakfast and pictures with Santa for the kids. We are planning on decorations, live music and carolling, food that is subsidized, activities for the kids and pictures with Santa. ...

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
--------------------------------	--

Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received:
Canyon Community Association would fund these events. Based on July 1 expenses and costs associated to hosting this event, we expect approximately \$2300 cost for breakfast alone.

~~We are hoping that donations from local businesses such as eggs and condiments are made similar to the July 1 breakfast. ...~~
Previous Community Development Grants Received – Year and Amount:

Uncertain of any 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:
2022-11-10 22:35:13

Signature

Andy MacKinlay

Print Name

Authorization

Signature of Area Director Signed by Director	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: Regional District of Central Kootenay - Recreation Commission #10	Date of Application: 10/20/2022
Contact Name: Joe Chirico	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: Area E <input type="checkbox"/> Municipality: NA
Mailing Address: Suite 102, 333 Victoria St. Nelson BC V1L 5R4	Payment Type: <input checked="" type="checkbox"/> Electronic Fund Transfer <input type="checkbox"/> Mailed cheque
Phone #: (250) 352-8158	Email: jchirico@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..)

Final Year of Funding from Community Development. Recreation #10 is an RDCK Service that distributes funding to local Non-Profits and coordinates the distribution information on Recreational opportunities in Balfour, Harrop and Proctor.

Grant Application:

Total Grant Requested: \$ 20,000	Which funding criterial 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: \$1,000 of taxation.	
Previous Community Development Grants Received – Year and Amount: 2021 - \$28,000	
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.	
Signed at: 2022-10-20 18:50:37	Joe Chirico
Signature	Print Name

Authorization

Signature of Area Director As per Mike Morrison	Total Grant Approved \$ 20,000.00
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: Procter Community Society	Date of Application: Nov 2, 2022
Contact Name: Kim Palfenier	RDCK Electoral Area/Member Municipality: <input checked="" type="checkbox"/> RDCK Electoral Area: E <input type="checkbox"/> Municipality:
Mailing Address: 246 3rd Ave., Procter., BC V1L 0B8	Payment Type: <input checked="" type="checkbox"/> Electronic Fund Transfer <input type="checkbox"/> Mailed cheque
Phone #: 250 354 7868	Email: proctercsociety2022@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..)

This application is in conjunction with the Warming/Cooling center project as per the budget (attached) for that project and is for the center Hosting costs of \$7500. The costs include training hosts to ensure the smooth operation of the center including creating a registry, records and management templates, volunteer recruitment, project evaluation and reporting. The host will be available during a extended power outages and other emergency events up to 6 days per year (funded for a 2 year period.)

Grant Application:

Total Grant Requested: \$ 7500	Which funding criterial 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: CBT - \$77,990 Mar 2022	
Previous Community Development Grants Received – Year and Amount: RDCK - \$1500 Jan 2022,	
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	Kim Palfenier _____ Print Name
Authorization	
Signature of Area Director Signed by Director Faust & Graham	Total Grant Approved \$ 7,500.00
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: Slocan Park Community Hall Society	Date of Application: 10/25/2022
Contact Name: Bonny Fritz	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: H <input type="checkbox"/> Municipality:
Mailing Address: 3036 Hwy 6 Slocan Park BC VOG 2E0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 359-6679	Email: bfritz03@hotmail.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..)

To provide regular events for seniors in the Slocan Park area that are free and inclusive. Events will have light refreshments and focus on social interaction. Creating connections of the seniors to each other, the Coordinator and volunteers, and the community at large through resource table and guest presenters.

We will collect feedback through conversations and a feedback form to help determine details of programming such as games, crafts, exercise, topics for presentation/education, and more.

The Slocan Park Hall Society is pleased to be able to offer a safe and accessible venue with full kitchen and microphone for events. And to support this seniors programming with a reduced rental rate. ...

Grant Application:

Total Grant Requested: \$ 5000	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:
 None at this time though we are working on in-kind supports to assist with expenses.

Previous Community Development Grants Received – Year and Amount:

No

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:
2022-10-25 18:23:38

Bonny Fritz

Signature

Print Name

Authorization

Signature of Area Director **Walter Popoff**
Digitally signed by Walter Popoff
 DN: cn=Walter Popoff, o=RDCK,
 ou=Area H,
 email=wpopoff@rdck.bc.ca, c=CA
 Date: 2022.10.25 17:29:12 -07'00

Total Grant Approved \$ 5,000

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: W.E. Graham Community Service Society	Date of Application: 10/11/2022
Contact Name: Chantal Smith	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: H <input type="checkbox"/> Municipality: Village of Slocan
Mailing Address: 1001 Harold Street Box 10 Slocan British Columbia V0G 2C0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 355-2484	Email: coordinator@wegcss.org

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 funds will be used to buy food for the hampers, the turkey dinner which will be served during the event and food supplies for our general food bank operations.

Grant Application:

Total Grant Requested: \$ 4000.00	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:

\$4000.00 - 2021, \$1500.00 - 2021, \$2000 - 2022

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.

CS Signed at:
2022-10-11 13:52:11

Chantal Smith

Signature

Print Name

Authorization

Signature of Area Director	Walter Popoff <small>Digitally signed by Walter Popoff DN: cn=Walter Popoff, o=RDCK, ou=Area H, email=wpopoff@rdck.bc.ca, c=CA Date: 2022.10.18 12:00:33 -0700</small>	Total Grant Approved \$ 4,000
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: Slocan Valley Snowmobile Association	Date of Application: 11/03/2022
Contact Name: Dilon Standidge	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: h <input type="checkbox"/> Municipality: Passmore
Mailing Address: 4271 Passmore Upper Rd Winlaw BC v0g2j0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 226-7669	Email: slocanvalleysnowmobile@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..)

RDCK Community Development Grant

How the Slocan Valley Snowmobile Association will use the grant,

We are working on getting enough funding to purchase a new snowcat groomer for this coming winter. We are anticipating a total cost of \$50,000. We have \$15,000 of our own money to contribute and are expecting to sell our existing groomer for about \$12,000. Unfortunately we were not able to secure the

25k funding through the CBT Trail Enhancement grant as initially planned which did not allow us to complete our new snow cat purchase last season. This is why we are again looking for any sort of contribution possible to help us on our goal. We did have a very positive season ...

Grant Application:

Total Grant Requested: \$ 5000

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:

Club Membership \$2000-\$4000 annually

Fundraising through community events \$9,670 last season

Community Business Partnerships \$1000-\$3000 annually

Previous Community Development Grants Received – Year and Amount:

2021 \$4000

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:
2022-11-03 09:48:56

Dilon Standidge SVSA President

Signature

Print Name

Authorization

Signature of Area Director Signed by director

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: Kinnaird Park Community Church	Date of Application: 11/01/2022
Contact Name: Julie Leffelaar	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: Area I <input type="checkbox"/> Municipality:
Mailing Address: 3529 Southridge Dr. CASTLEGAR BC V1N 3X7	Payment Type: <input checked="" type="checkbox"/> Electronic Fund Transfer <input type="checkbox"/> Mailed cheque
Phone #: (250) 304-0772	Email: jdleffelaar@yahoo.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..)

The International Cultural Festival is a fund-raiser put on by the Castlegar Refugee Project (CaRe), that is raising funds to bring in a refugee family from Myanmar to Castlegar. The festival will highlight the many cultural groups that already exist in the Castlegar area. Up to 30 tables will be set up in the Castlegar Complex to display the cultures representing up to 30 different countries. Volunteers representing these cultures are ready to share their customs and information about the countries they come from. In addition, the festival will highlight and receive donations toward the refugee project.

The funds received from the grant will be used to rent the Castlegar Complex facilities on the day of the International Cultural Festival - Nov 13, 2022.

Grant Application:

Total Grant Requested: \$ 606.31	Which funding critical 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:
No other sources of funding will be used to support the International Cultural Festival. All other efforts required to stage the festival will be carried out by volunteers, including the displays from all the different cultural groups.

Previous Community Development Grants Received – Year and Amount:

Festival occurred on Family Day 2016,2017,2018. Cost was shared between Area I and J, RDCK Former committee was disbanded and those ...

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:
2022-11-01 16:21:10

Signature

Julie Leffelaar

Print Name

Authorization

Signature of Area Director Signed by Email	Total Grant Approved \$ 606.31
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: KASLO RACQUET CLUB	Date of Application: 08/27/2022
Contact Name: MABEL RUSSELL	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: AREA "D" <input type="checkbox"/> Municipality: KASLO
Mailing Address: P.O. BOX # 1108 KASLO British Columbia V0G1M0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: (250) 353-2258	Email: mia1@kaslo.org

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 KRC is planning to restore and enhance the existing facility which is over 40 yrs. old and in need of repair for player safety. Our goal is to raise \$325K from multiple sources to construct 4 PB courts, a tennis court, a storage/washroom/gazebo bldg. By boosting player capacity, large tournaments can be held to boost tourism to benefit the Village of Kaslo.

Grant Application:

Total Grant Requested: \$ 10,000	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input checked="" type="checkbox"/> Economic <input checked="" type="checkbox"/> Environmental
Other Funding Sources - Identify all sources of project funding and amounts. Both funds requested and received: CBT - \$250,000 BC Gaming - \$100,000 New Horizon - \$25,000	
Previous Community Development Grants Received – Year and Amount: \$2,500 in 2021	

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: 2022-08-27 13:27:04 _____ Signature	Mabel Russell _____ Print Name
---	--------------------------------------

Authorization

Signature of Area Director 	Total Grant Approved \$ 10,000.00
Board Approved Date:	Resolution #

LEGION SECURITY.



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: Slocan - Legion Security	Date of Application: August 23, 2022
Contact Name: Michelle Gordon, CAO	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: <input checked="" type="checkbox"/> Municipality: SLOCAN
Mailing Address: Village of Slocan PO Box 50 503 Slocan Street Slocan, BC V0G 2C0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: 250-355-2277	Email: cao@villageofslocan.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.)

Legion Hall Security Project -
Work will include installation of 6 security cameras at the Legion Hall.

Grant Application:

Total Grant Requested: \$ 600

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:

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

Michelle Gordon, CAO

Print Name

Authorization Jessica Lunn, MAYOR

Signature of Area Director

Total Grant Approved \$ 600.00

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: Slokan - Saturday Market	Date of Application: Sept. 12, 2022
Contact Name: Michelle Gordon, CAO	RDCK Electoral Area/Member Municipality: <input type="checkbox"/> RDCK Electoral Area: <input checked="" type="checkbox"/> Municipality: SLOCAN
Mailing Address: Village of Slokan PO Box 50 503 Slokan Street Slokan, BC V0G 2C0	Payment Type: <input type="checkbox"/> Electronic Fund Transfer <input checked="" type="checkbox"/> Mailed cheque
Phone #: 250-355-2277	Email: cao@villageofslokan.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..)

Saturday Market Concession Upgrade Project - Village Contribution.
 Work included installation of new fridge, stove, hot water tank, and new fire safety/accessible door, plus upgrades to electrical and lighting.

Grant Application:

Total Grant Requested: \$ 2000	Which funding criterial objective does this project meet? <input checked="" type="checkbox"/> Social <input checked="" 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:

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

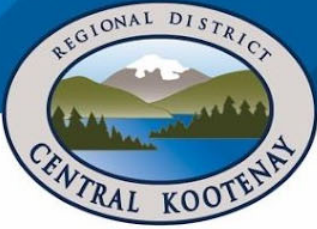
Michelle Gordon, CAO

Print Name

Authorization

Jessica Lunn, MAYOR

Signature of Area Director	Total Grant Approved \$
Board Approved Date:	Resolution #



Chair's Report

Aimee Watson

Chair Job Description

Governance

The Chair is the head and chief executive officer of the regional district. In addition to the Chair's powers and duties as a Board member, the Chair is responsible for seeing that the law is carried out for the improvement and good government of the regional district.

The Chair must communicate information to the Board and must preside at Board meetings when in attendance.

In addition to the above, the Chair has a duty to recommend bylaws, resolutions, and measures that, in the Chair's opinion, may assist the peace, order and good government of the regional district in relation to the powers conferred on the Board by an enactment.

1. Process

- Like a parliamentarian, a chair is there to rule on the order of the proceedings
- As the ruler, the chair must be impartial and non-partisan

2. Set the agenda with executive

- Setting the agenda is a process, not context, based decision. Context is held for the table to discuss and the executive, as the Chair does in meeting proceedings, must remain non-partisan. Its not about the issue but about the process of a meeting, where an item is, timing, items missing, tracking progress, understanding the legislative context in the process.
- The cautionary note of being non-partisan with not discussing the context of the items on the agenda, it is at times appropriate for the political context. An example would be a contentious issue and how we may best place handling it, it understand where it goes on the agenda, we do discuss the complexity of the issue.
- Essential point is that the role of the executive in setting the agenda should not:
 - o Preclude the discussion and decision of the board
 - o Be self-serving

Advocacy

The Chair and the executive are the public voice of the board. Advocating at UBCM, via the media or to other stakeholders, as the Chair, must be a reflection of board direction, not an individual's view. It can be quite tricky as the Chair is always and first, a Director. Knowing the line when you are speaking to an issue that is specific to your area and be clear to whom you are communicating is

For more information

info@rdck.bc.ca | 250.352.6665 | 1.800.268.7325 (BC) | or visit rdck.ca

how the role of the chair is accountable to the board. When speaking for the board, I would be clear to state, as the “Chair” when I was referencing the broad input of the board.

Director Support

This can come in many forms. Most common has been when a constituent is dissatisfied and/or seeking more political support and they reach out directly to the RDCK Chair. When I have received these, I will forward to the area Director and offer support in whatever manner they require, whether that be in process to bring it forward to the board and/or to strategize on the issue and discuss solutions.

CAO Support

As the only employee of the board, the Chief Administrative Officer CAO and the Chair are the conduit between the Board and the Corporation. Ensuring our staff member is accountable, succeeding in the direction given by the board and as an employee is a critical role for the Chair. We do use reviews for accountability. Board motions and discussion at the table set the tone, strategic planning guides the longer-term direction. Employee satisfaction and regular check ins are via a strong working relationship.

Emergencies

A large part of the role is to be available for emergencies. The signing authority is one component, being in communication when there is an potential, imminent or the EOC has been activated, is the other component. The Chair is not making decisions, this is strict in terms of operations and policy. If there is a policy consideration, then yes, but predominantly emergencies are operationally managed, by experts.

The Chair is kept informed as is the Area Director. Community communications are discussed and vetted via the Chair and area Director(s). If a policy change is requested, it would generally require a board vote but the Chair would be the conduit to bring it forward.

Signing authority

Two primary authorities here:

State of Local Emergency (SOLE) and Administrative (contracts, agreements, RDCK letters of support)

A SOLE is required when the RDCK is requested by an authorizing authority to order evacuation and the signatory if the Chair of the RDCK. This authority is not required for an evacuation alert.

Administrative signing authority is directed via board motion.

Relevant sources: RDCK Procedures Bylaw and the Local Government Act

RDCK Procedures Bylaw, section 4ⁱ

- The Board Chair is the head and chief executive officer of the RDCK and has the duties as set out in the following:
- (a) the Act: (i) Section 216 [Power and Duties of Chair]; and (ii) Section 218 [Appointment of Select and Standing Committees];

- (b) the Charter: (i) Sections 131, 132, 133 and 134 [Council Proceedings].
- (2) The Board Chair shall determine the seating arrangements around the meeting table.
- (3) In accordance with Section 133 of the Charter, if the Chair considers that another person at the Meeting is acting improperly, the Chair may order that the person is expelled from the Meeting. If a person who is expelled does not leave the Meeting, a peace officer may enforce the Chair's order as if it were a court order
- Also, in addition to directing the management of regional district business and affairs, the Chair is responsible for directing the conduct of officers and employees in accordance with sections 239 [Chair to direct and inspect officers and employees] and 240 [suspension of officers and employees] (LGA, s. 216).ⁱⁱⁱⁱ

Local Government Act:^{iv}

Chair may require board reconsideration of a matter

217 (1)The chair of a regional district has the same authority as a mayor under section 131 [mayor may require council reconsideration of a matter] of the Community Charter.

(2)In exercising the power under subsection (1), the chair may return the matter for reconsideration at the meeting of the board following the original vote, whether or not this is within the 30 day period referred to in section 131 (2) of the Community Charter.

Appointment of select and standing committees

218 (1)A board may appoint a select committee to consider or inquire into any matter and report its findings and opinion to the board.

(2)The chair may establish standing committees for matters the chair considers would be better dealt with by committee and may appoint persons to those committees.

(3)Subject to subsection (4), persons who are not directors may be appointed by the board to a select committee or by the chair to a standing committee.

(4)At least one member of each select and standing committee must be a director.

ⁱ [Bylaw No. 2383, 2014 \(rdck.ca\)](#)

ⁱⁱ From the LGMA Corporate Officers handbook

ⁱⁱⁱ The Chair directing employees and management should only be via board resolution, not acting as a lone officer. This does conflict with the governing structure that indicates the board has one employee and the corporate employees are the staff of the lone employee, the CAO, not staff of the board.

^{iv} [Local Government Act](#)