

Regular Meeting of the Board of Directors

Thursday, February 26, 2015 - 6:00 pm

**The Regional District of Kootenay
Boundary Board Room, Trail, B.C**

A G E N D A

1. Call to Order
2. Consideration of the Agenda (Additions/Deletions)
 - a) The agenda for the February 26, 2015 meeting of the Regional District of Kootenay Boundary Board of Directors is presented.

Items to be brought forward if required.

Recommendation: That the agenda for the February 26, 2015 meeting of the Regional District of Kootenay Boundary Board of Directors be adopted as presented.

3. Minutes
 - a) The minutes of the Regional District of Kootenay Boundary Board of Directors meeting held January 29, 2015 are presented.

Recommendation: That the minutes of the Regional District of Kootenay Boundary Board of Directors meeting held January 29, 2015 be adopted as presented.

[Minutes-Board of Directors-29 Jan 2015-Pdf](#)

4. Delegation(s)

5. Unfinished Business

a) **Advisory Planning Commission Appointment
Electoral Area 'C' /Christina Lake**

**Recommendation: Electoral Area Directors
Unweighted**

That the Regional District of Kootenay Boundary Board of Directors approves the appointment of Phil Mody to the Electoral Area 'C' /Christina Lake Advisory Planning Commission.

b) **Memorandum of Board Resolutions**

The Memorandum of Board Resolutions for the period ending January 31, 2015 is presented.

Recommendation: Corporate Vote Unweighted

That the Memorandum of Board Resolutions for the period ending January 31, 2015 be received.

[Memorandum of Board Resolutions-Board-Feb 26 2015.pdf](#)

6. Communications

a) **T. Lenardon-Feb 19/15
re: AKBLG Sponsorship**

A staff report from Theresa Lenardon, Manager of

Corporate Administration regarding sponsorship for the 2015 Association of Kootenay and Boundary Local Governments (AKBLG) in Nakusp, BC is presented.

Recommendation: Corporate Vote Unweighted

That the staff report from Theresa Lenardon, Manager of Corporate Administration regarding sponsorship for the 2015 Association of Kootenay and Boundary Local Governments (AKBLG) in Nakusp, BC be received.

Recommendation: Corporate Vote UnWeighted

That the Regional District of Kootenay Boundary Board of Directors approves the allocation of \$2,000 in the 2015 General Administration Budget/Financial Plan for Silver Level Sponsorship for the 2015 Association of Kootenay and Boundary Local Governments Conference April 22-24, 2015 in Nakusp, B.C. **FURTHER** that the Village of Nakusp be advised accordingly.

[Staff Report-AKBLG Sponsorship Nakusp-Board-Feb 26 2015.pdf](#)

b) **T. Lenardon-Feb 19/15**
re: Council of Forest Industries 2015 Convention

A staff report from Theresa Lenardon, Manager of Corporate Administration regarding approval of Chair McGregor's attendance at the 2015 Council of Forest Industries (COFI) Annual Convention in Prince George, B.C. is presented.

Recommendation: Corporate Vote Unweighted

That the staff report from Theresa Lenardon, Manager of Corporate Administration regarding approval of Chair McGregor's attendance at the 2015 Council of Forest Industries (COFI) Annual Convention in Prince George, B.C. be received.

Recommendation: Corporate Vote Unweighted

Recommendation: That the Regional District of Kootenay Boundary Board of Directors approves the allocation of approximately \$1,768.37 in the 2015 General Administration Budget/Financial Plan to cover expenses for Chair McGregor's attendance at the 2015 Council of Forest Industries Annual Convention in Prince George, BC, April 8-9, 2015.

[Staff Report-COFI-Board-Feb 26 2015 - Pdf](#)

7. Communications (Information Only)

- a) Skeena-Queen Charlotte Regional District-Feb 2/15
re: Need for local government representation in Environmental Stewardship
[SQCRD-Rep in BC Environmental Stewardship-Board-Feb 26, 2015.pdf](#)

- b) **ALC-Jan. 30/15**
re: Rehabilitation Plan-Christina Lake Golf Course

Recommendation: Corporate Vote Unweighted

That Communication Information Only Items a) - b) be received.

[ALC Jan 30-Christina Lake Golf Course Rehab Plan-Board-Feb 26 2015.pdf](#)

8. Reports

a) **Interim Schedule of Accounts**

Chair of Finance Committee - Director Rotvold

Corporate Vote Unweighted

Recommendation: That the Regional District of Kootenay Boundary Board of Directors approves payment of the Interim Schedules of Accounts as follows:

Cheques Nos. 46964-47578

\$ 2,081,695.97

Payroll

616,627.60

\$

TOTAL EXPENDITURES FOR JANUARY 2015

\$ 2,698,323.57

[Interim Schedule of Accounts-Board-Feb 26, 2015.pdf](#)

b) **RDKB Committee Minutes**

Finance Committee; January 22, 2015, Policy, Executive & Personnel Committee; February 11, 2015, Environmental Services Committee; February 11, 2015, Electoral Area Services Committee; February 12, 2015, Boundary Economic Development Committee; February 3, 2015, Beaver Valley Recreation Committee; February 10, 2015, East End Services Committee; February 16, 2015 and East End Sewerage Committee; February 3, 2015.

Recommendation: Corporate Vote Unweighted

That the following draft minutes be received: Finance Committee; January 22, 2015, Policy, Executive & Personnel Committee; February 11, 2015, Environmental Services Committee; February 11, 2015, Electoral Area Services Committee; February 12, 2015, Boundary Economic Development Committee; February 3, 2015, Beaver Valley Recreation Committee; February 10, 2015 and East End Services Committee; February 16, 2015, and East End Sewerage Committee; February 3, 2015.

[Minutes-Finance Committee-22 Jan 2015-Board-Feb 26, 2015 - Pdf](#)

[Minutes-Policy, Executive and Personnel Committee -Feb 11-Board-11 Feb 2015- Pdf](#)

[Minutes-Environmental Services Committee-11 Feb 2015-Board-Feb 26, 2015 - Pdf](#)

[Minutes-Electoral Area Services-12 Feb-Board-Feb 26, 2015- Pdf](#)

[Minutes-Boundary Economic Development Committee -Feb 3 2015 Pdf](#)

[Minutes-Beaver Valley Recreation Committee -Feb 10-Board-Feb 26, 2015- Pdf](#)

[East End Services Committee - 16 Feb 2015 - Minutes - Pdf](#)

[Minutes-Sewerage Committee - 03 Feb 2015-Board-Feb 26, 2105 - Pdf](#)

c) **Finance Committee-Jan. 22/15-Recommendations**

Chair of Committee-Director Rotvold

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors respond to the Audit Planning Letter dated December 9, 2014 according to the January 9, 2015 Staff

Memorandum from B. Burget, General Manager of Finance.

d) **Environmental Services-Feb 11/15-Recommendations**

Chair of Committee - Director Russell

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors directs staff to fully implement the Green Bin/garbage/recycling collection service for residents of Electoral Area 'C'/Christina Lake in Spring 2015.

Recommendation: Corporate Vote Unweighted

Recommendation: That the Regional District of Kootenay Boundary Board of Directors directs staff to communicate to the Canadian Food Inspection Agency that the RDKB disposal facilities cannot receive International Waste pursuant to Canadian Food Inspection Agency protocols.

Recommendation: Corporate Vote Unweighted

Recommendation: That the Regional District of Kootenay Boundary Board of Directors denies the request from the Village of Salmo to be reconsidered if appropriate organics management facilities are in place.

[Staff Report-Environmental Services Committee Feb 11-Organics Collection-Board-Feb 26 2015 - Pdf](#)

[Staff Report -Environmental Services Committee Feb 11-
International Waste-Board-Feb 262015 - Html](#)
[Staff Report -Environmental Services Committee-February
11-Salmo Bio-Solids Request-Board-Feb 26 2015.Pdf](#)

e) **Electoral Area Services-Feb 12/15-
Recommendations**

Chair of Committee - Director Worley

**Recommendation: Stakeholder Vote Unweighted
(Electoral Area Directors & City of Trail - e.g.
Fringe Area)**

That the Regional District of Kootenay Boundary Board of Directors approves the Development Variance Permit application submitted by FortisBC, for the property legally described as Lot A, DL 8627, KD, Plan NEP9466, requesting a northern interior lot line variance of 3.3m from (4.5m to 1.2m), to construct a storage building.

[Staff Report-DVP FortisBC-Area B L. Columbia Old Glory-
Board-Feb 26 2015.pdf](#)

f) **East End Services Committee-Feb. 16-
Recommendations**

Chair of Committee - Director Grieve

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approves the Victim Service and Crime Prevention Division Transfer Under Agreement for Fiscal 2015-2016. **FURTHER** that the Board of Directors authorizes the RDKB signatories to sign the Agreement.

[Staff Report - East End Services-Victim Services Transf Under Agreement-Feb 16, 2015-Board-Feb 26, 2015Pdf](#)

g) **East End Services Committee-Jan. 20-
Recommendation**

Chair of Committee-Director Grieve

The following resolution was adopted by the East End Services Committee on January 20, 2015.

Recommendation: Stakeholder Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors decline to pay the invoice, in the amount of \$15,187.21, from the City of Rossland for a reimbursement regarding fire hydrant maintenance.

FURTHER that the City of Rossland be notified accordingly.

[Staff Report-East End Services Committee-Rossland Invoice Hydrants - Board-Feb 26, 2015-Pdf](#)

h) **East End Sewerage Committee-Feb. 3-
Recommendations**

Chair of Committee - Director Moore

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approves the request from AM ford Development as per the correspondence and site plans from E. Verigin Consultants dated January 14, 2015 with

respect to the proposed land swap activities and further encroachment area onto CPCC lands in order to restructure the ownership of lands so that the end result can better serve both AM Ford Development and the Regional District of Kootenay Boundary.

Recommendation:

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approves the proposal from ISL Engineering and Land Services Ltd. (ISL) in the amount of \$15,000 plus an anticipated \$1,800 for maintenance to review volume data for the Rossland and Warfield Flow Metering Stations and to report findings to the RDKB on a monthly basis. **FURTHER** that the Board of Directors authorizes the Regional District's signatories to sign the Agreement. [Staff Report - Sewer Committee-Feb 3-AM Ford Land Exchange at CPCC-Board-Feb 26, 2015 - Pdf](#) [Staff Report-Sewer Committee-Feb 3-Flow Meter Reporting Proposal-Board-Feb 26, 2015 - Pdf](#)

i) **Minutes-Electoral Area 'C'/Christina Lake Parks & Rec Commission-Feb 11/15**

The draft minutes of the Electoral Area 'C'/Christina Lake Parks and Recreation Commission meeting held February 11, 2015 are presented.

Recommendation: Corporate Vote Unweighted

That the draft minutes of the Electoral Area 'C'/Christina

Lake Parks and Recreation Commission meeting held February 11, 2015 be received.

[Minutes-Christina Lake Parks and Recreation-Feb 11-Board-Feb 26, 2015.pdf](#)

j) **Christina Lake Parks & Recreation-Feb 11/15-Recommendations**

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors supports the Sunshine Valley Child Care Society application for Phase-2 Childcare Capital Funding under the B.C. Early Years Strategy and that the Board forward a letter to the Sunshine Valley Child Care Society supporting the grant application. **FURTHER** that the letter of support advise that on successful notification of the grant being received from the BC Ministry of Children and Family Development that the Regional District of Kootenay Boundary will provide a ten (10) year sub-Lease Agreement with Sunshine Valley Child Care Society for the development and operation of a new child care facility on a portion of District Lot 498 in Christina Lake and that all local zoning requirements and by-laws are satisfied.

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors supports the request to amend License of Occupation No. 404063, for the property legally described as, that unsurveyed portion of District Lot 498, SDYD, except a 6.29 acre portion, Plans 2710, 13142, 13192, 29837, 37989, and 38106, and containing 0.91 hectare, more or less, to add a day care as a permitted use within the License of Occupation.

[Report-CL Parks & Rec Recommendation-CL Welcome Centre Daycare Facility.pdf](#)
[Staff Report-CL Welcome Centre License of Occupation Amendment for Childcare-Board-Feb 26, 2015.pdf](#)

k) **Minutes-Grand Forks & District Parks & Rec Commission-Feb 12/15**

The draft minutes of the Grand Forks and District Parks and Recreation Commission meeting held February 12, 2015 are presented.

Recommendation: Corporate Vote Unweighted

That the draft minutes of the Grand Forks and District Parks and Recreation Commission meeting held February 12, 2015 be received.

[Minutes-Grand Forks & District Rec Commission-Feb 12-Board-Feb 26, 2015.pdf](#)

l) **Minutes-Advisory Planning Commission Electoral Area 'B'/Lower Columbia-Old Glory-Feb 2/15**

The draft minutes of the Electoral Area 'B'/Lower Columbia-Old Glory Advisory Planning Commission meeting held February 12, 2015 are presented.

Recommendation: Corporate Vote Unweighted

That the draft minutes of the Electoral Area 'B'/Lower Columbia-Old Glory Advisory Planning Commission meeting held February 12, 2015 be received.

[Minutes-APC Area B L. Columbia Old Glory-Feb 2-Board-Feb 26, 2015.pdf](#)

m) **Minutes-Advisory Planning Commission
Electoral Area 'E'/West Boundary - Feb. 2/15**

The draft minutes of the Electoral Area 'E'/West Boundary Planning Commission meeting held February 2, 2015 are presented.

Recommendation: Corporate Vote Unweighted

That the draft minutes of the Electoral Area 'E'/West Boundary Advisory Planning Commission meeting held February 2, 2015 be received.

[Minutes-APC-Area E West Boundary-February 2-Board-Feb 26, 2015.pdf](#)

9. Board Appointments Updates

- a) S.I.D.I.T. - Chair McGregor
S.I.B.A.C. - Chair McGregor
Okanagan Film Commission - Director Gee
Boundary Weed Stakeholders Committee - Director Gee
Columbia River Treaty Local Government Committee-
Directors Worley, Danchuk and Pahl
Chair's Update - Chair McGregor

10. New Business

- a) **M. Andison-Feb 13/15
re: Building Bylaw Contravention-J. Ricketts-Area
'A'**

A staff report from Mark Andison, General Manager of Operations / Deputy CAO regarding a Building Bylaw Contravention in Electoral Area 'A' (Jason Ricketts) is

presented.

Recommendation: Corporate Vote Unweighted

That the staff report from Mark Andison, General Manager of Operations / Deputy CAO regarding a Building Bylaw Contravention in Electoral Area 'A'-Jason Ricketts be received.

Recommendation: Electoral Area Directors Unweighted

Recommendation: That the Regional District of Kootenay Boundary Board of Directors directs the Chief Administration Officer to file a Notice in the Land Title Office pursuant to Section 695 of the *Local Government Act* and Section 57 of the *Community Charter* against the property legally described as Lot 201, D.L. 1236, KD, Plan 785B.

[Staff Report-Bylaw Contravention-Area A-Ricketts-Board February 26, 2015.pdf](#)

b) **M. Andison-Feb 13/15**
re: Building Bylaw Contravention-Sullivan-Area 'A'

A staff report from Mark Andison, General Manager of Operations / Deputy CAO regarding a Building Bylaw Contravention in Electoral Area 'A' (Ronni-Lynn Sullivan) is presented.

Recommendation: Corporate Vote Unweighted

That the staff report from Mark Andison, General Manager of Operations / Deputy CAO regarding a Building Bylaw Contravention in Electoral Area 'A' (Ronni-Lynn

Sullivan) be received.

**Recommendation: Electoral Area Directors
Unweighted**

Recommendation: That the Regional District of Kootenay Boundary Board of Directors directs the Chief Administration Officer to file a Notice in the Land Title Office pursuant to Section 695 of the *Local Government Act* and Section 57 of the *Community Charter* against the property legally described as Lot 1, D.L. 1236, KD, Plan 15503.

[Staff Report-Bylaw Contravention-Area A-Sullivan-Board February 26, 2015.pdf](#)

c) **D. Sidhu-Feb. 16/15**
re: Community Works Fund Agreement (GAS Tax)
with UBCM

A staff report from Deep Sidhu, Financial Services Manager, providing information respecting the renewed Gas Tax Agreement between the RDKB and the UBCM is presented.

Recommendation: Corporate Vote Unweighted

That the staff report from Deep Sidhu, Financial Services Manager, providing information respecting the renewed Gas Tax Agreement between the RDKB and the UBCM be received.

[Staff Report-Gas Tax-Board-Feb 26, 2015 .pdf](#)
[Community Works Fund Agreement 2014.pdf](#)

d) **C. Rimmel**

re: Atco Wood Products-Cut Blocks-Electoral Area 'A'

A staff report From Carly Rimell, Planner regarding eleven proposed cut blocks submitted by ATCO Wood Products for Development Area 'I' in the Box Canyon geographic area, north of Trail, near Lawley Creek and Bear Creek on Crown Land within the RDKB Electoral Area 'A', is presented.

Recommendation: Corporate Vote Unweighted

That the staff report from Carly Rimmel, Planner regarding eleven proposed cut blocks submitted by ATCO Wood Products for Development Area 'I' in the Box Canyon geographic area, north of Trail, near Lawley Creek and Bear Creek on Crown Land within the RDKB Electoral Area 'A', be received.

Recommendation: Corporate Vote Unweighted

Recommendation: That the Regional District of Kootenay Boundary Board of Directors advise ATCO Wood Products that the application for eleven proposed cut blocks for Development Area 'I' in the Box Canyon geographic area, north of Trail, near Lawley Creek and Bear Creek on Crown Land within the RDKB Electoral Area 'A', is supported.

[Staff Report-Atco Cut Blocks-Board-Feb 26 2015.pdf](#)

e) **C. Rimell**

re: Miller Springs Application for Non-Farm Use

A staff report from Carly Rimmel, Planner regarding the application for non-farm use for the Miller Spring water

bottling facility submitted by McElhaney Consulting Company on behalf of Dan and Sonya Miller on the parcel legally described as DL 346, SDYD, except Plan H17963 and KAP89411 west of Bridesville in Electoral Area 'E'/West Boundary, is presented.

Recommendation: Corporate Vote Unweighted

That the staff report regarding the application for non-farm use for the Miller Spring water bottling facility submitted by McElhaney Consulting Company on behalf of Dan and Sonya Miller on the parcel legally described as DL 346, SDYD, except Plan H17963 and KAP89411 west of Bridesville in Electoral Area 'E'/West Boundary, be received.

Recommendation: Corporate Vote Unweighted

Recommendation: That the Regional District of Kootenay Boundary Board of Directors advise that the development proposal submitted by McElhaney Consulting Company on behalf of Dan and Sonya Miller for the expansion plan to the Miller Springs water bottling facility on non-farm use land within the ALR on the parcel legally described as DL 346, SDYD, except Plan H17963 and KAP89411 west of Bridesville be forwarded to the Agricultural Land Commission without a recommendation.
[Staff Report-Miller Springs Water Bottle Plant-Board-Feb 26 2015.pdf](#)

f) **Grants-in Aid to February 19, 2015**

Stakeholder Vote Weighted (Electoral Area Directors Only)

Recommendation: That the Regional District of Kootenay Boundary Board of Directors approves the following Grants-in-Aid:

Beaver Valley Gold & Recreation Society-Electoral Area 'A'-
\$1,152
Jay FF Mykietyn Jr. Mad Trapper Archery Shoot
Fundraiser-Electoral Area 'A'-\$1,000
Beaver Valley Recreation-Electoral Area 'A'-\$1,000
Zone 6 BC Seniors Games-Electoral Area 'A'-\$400
J. Lloyd Crowe Secondary Scholarship-Electoral Area 'A'-
\$500
J. Lloyd Crowe Secondary Scholarship-Electoral Area
'B'/Lower Columbia-Old Glory-\$500
Boundary Youth Soccer Assoc.-Electoral Area 'C'/Christina
Lake-\$500
Boundary Multi 4-H Club-Electoral Area 'D'/Rural Grand
Forks-\$2,000
Grand Forks Secondary School Scholarship-Electoral Area
'D'/Rural Grand Forks-\$1,000
Zone 6 BC Seniors Games-Electoral Area 'E'/West
Boundary-\$400
Big White Community Policing Society-Electoral Area
'E'/West Boundary-\$3,000
Boundary District Curling Club-Electoral Area 'E'/West
Boundary-\$4,000
Columbia Basin Alliance for Literacy-Electoral Area
'E'/West Boundary-\$1,000
J.L. Crowe Dry (Safe) Grad 2015-Electoral Area 'A'-\$500
West Kootenay Regional Science Fair-Electoral Area 'A'-
\$100
West Kootenay Regional Science Fair-Electoral Area
'B'/Lower Columbia-Old Glory-\$250
West Kootenay Regional Science Fair-Electoral Area
'C'/Christina Lake-\$100

[Grants in Aid-To Feb 19-Board-Feb 26 2015.pdf](#)
[Additional Grants in Aid-Feb 23-Board-Feb 26 2015.pdf](#)
[Additional Grants in Aid2 Feb 23-Board-Feb 26 2015-.pdf](#)

g) **J. MacLean-Feb. 24/15**
re: Proposed Agreements-Pedestrian Pipe-bridge

A staff report from John M. MacLean, CAO regarding the proposed agreements between the RDKB and the City of Trail relating to the funding and operation and maintenance of the pedestrian pipebridge to be constructed by the City of Trail across the Columbia River is presented.

Recommendation: Corporate Vote Unweighted

That the staff report from John M. MacLean, CAO regarding the proposed agreements between the RDKB and the City of Trail relating to the funding and operation and maintenance of the pedestrian pipebridge to be constructed by the City of Trail across the Columbia River be received.

Recommendation: Stakeholder Vote Weighted

That the Funding Contribution and Operation and Maintenance Agreements for the Pedestrian Pipebridge project, between the Regional District of Kootenay Boundary and the City of Trail be approved and referred to the Board for endorsement.

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors authorizes the Regional District signatories to enter into the Funding Contribution and Operating and Maintenance Agreements between the Regional District and the City of Trail in support of the Pedestrian Pipebridge Project to convey sanitary sewer across the Columbia River for the East End Regional Sewer Service.
[Staff Report - Board - Pipebridge Agreements - February 2015 - Pdf](#)

- h) A staff report from John M. MacLean, CAO presenting a renewed Memorandum of Understanding for the Regional Broadband Committee.

Recommendation:

That the Board of Directors approve the Memorandum of Understanding for the Regional Broadband Committee and authorize the RDKB signatories to endorse it.

Recommendation: Corporate Vote Unweighted

That the staff report from John M. MacLean, Chief Administrative Officer presenting a renewed Memorandum of Understanding for the Regional Broadband Committee be received.

[Staff Report - Board - Broadband MOU - February 2015 - Pdf](#)

11. Bylaws

- a) **First, Second and Third Readings-Bylaw No. 1554
Financial Plan Amendment-Amending Bylaw No. 1552, 2014**

A Memorandum from B. Burget, General Manager of Finance regarding Bylaw No. 1554, 2015 and amendments to the 2014-2018 Five Year Financial Plan is presented.

Recommendation: Corporate Vote UnWeighted

That the Memorandum from B. Burget, General Manager of Finance regarding Bylaw No. 1554, 2015 and amendments to the 2014-2018 Five Year Financial Plan be received.

Recommendation: Corporate Vote Weighted

Recommendation: That Regional District of Kootenay Boundary Financial Plan Amendment Bylaw No. 1554, 2015 be read a first, second and third time.

[Memo-Bylaw 1554-Amending 2014-2018 Financial Plan-Board-Feb 26, 2015.pdf](#)
[Bylaw No. 1554-Amend 2014-2018 Financial Plan Bylaw 1552-Board-Feb 26 2015.pdf](#)

- b) **Adoption-Bylaw No. 1554
Financial Plan Amendment-Amending Bylaw No. 1552, 2014**

Recommendation: Corporate Vote Weighted

That Regional District of Kootenay Boundary Financial Plan Amendment Bylaw 1554, 2015 be reconsidered and adopted.

- c) **First and Second Reading-Bylaw No. 1570
Amending Area 'C'/Christina Lake Zoning Bylaw No.
1300, 2007**

**Recommendation: Stakeholder Vote Unweighted
(Electoral Area Directors Only)**

That Regional District of Kootenay Boundary Zoning
Amendment Bylaw No. 1570 be read a first and second
time.

[Bylaw 1570-Amends Christina Lake Zoning Bylaw-Board-
Feb 26 2015.pdf](#)

- d) **Schedule Public Hearing-Bylaw 1570**

**Recommendation: Stakeholder Vote Unweighted
(Electoral Area Directors Only)**

That staff be instructed to schedule a Public Hearing for
Bylaw No. 1570. **FURTHER** that Director McGregor be
appointed to attend (Directors Russell and Gee as
Alternates).

- e) **Second Reading as Amended-Bylaw No. 1559
Amending Mt. Baldy Official Community Plan
Bylaw No. 1335, 2007**

A Staff Report from Jeff Ginalias, Senior Planner
regarding second reading of Regional District of Kootenay
Boundary Official Community Plan Amendment Bylaw No.
1559, 2014 as amended, is presented.

Recommendation: Corporate Vote Unweighted

That the staff report from Jeff Ginalias, Senior Planner regarding second reading of Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1559, 2014 as amended be received.

**Recommendation: Stakeholder Vote Unweighted
(Electoral Area Directors Only)**

Recommendation: That Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1559, 2014 be read a second time as amended.

[Staff Report-Bylaw 1559 Mt. Baldy OCP Amendment-Board-Feb 26 2015.pdf](#)

[Bylaw 1559-Amends Mt Baldy OCP-Board-Feb 26, 2015.pdf](#)

f) **Schedule Public Hearing-Bylaw No. 1559**

**Recommendation: Stakeholder Vote Unweighted
(Electoral Area Directors Only)**

That staff be instructed to schedule a Public Hearing for Bylaw No. 1559. **FURTHER** that Director Gee be appointed to attend (Directors Russell and McGregor as Alternates).

g) **Adoption-Bylaw No. 1564, 2014
Amending Economic Development (Kootenay)
Service Establishment Bylaw No. 1427, 2009**

Recommendation: Corporate Vote Unweighted

That Regional District of Kootenay Boundary Economic Development (Kootenay) Service Amendment Bylaw No. 1564, 2014 be reconsidered and adopted.

[Bylaw 1564 - Econ Dev \(Kootenay\) Service Establishment Amedning Bylaw-Board-Feb 26, 2015.pdf](#)

- h) **First, Second and Third Readings**
Bylaw No. 1572 Aerial Crossing Loan Authorization
Bylaw

Recommendation: Corporate Vote Weighted

That Regional District of Kootenay Boundary East End Regional Sewer Service (Aerial Crossing) Loan Authorization Bylaw No. 1572, 2015 be read a first, second and third time. **FURTHER** that Bylaw No. 1572 be referred to the participating municipalities for consent.

[Bylaw 1572 - East End Sewer - Pedestrian Pipebridge Loan Authorization.pdf](#)

12. Late (Emergent) Items
13. Discussion of items for future meetings
14. Question Period for Public and Media
15. Closed (Incamera) Session
 - a) There will be a closed meeting pursuant to Section 90 (1) (c) of the *Community Charter*.
16. Adjournment



Regular Meeting of the Board of Directors
Minutes
Thursday, January 29, 2015
Regional District of Kootenay Boundary Board Room
Grand Forks, B.C
6:00 p.m.

Present: Director G. McGregor, Chair
Director E. Smith
Director K. Moore
Director B. Taylor (Alternate)
Director M. Rotvold
Director V. Gee
Director T. Pahl
Director J. Danchuk
Director L. Worley
Director M. Martin
Director P. Cecchini
Director A. Grieve

Others Present:

3 members of the public

Call to Order

The Chair called the meeting to order at 6:00 p.m.

Consideration of the Agenda (Additions/Deletions)

The Chair advised that there were additions and amendments to the agenda.

Julia Butler was added to the Grand Forks and District Recreation Commission, Bob Kendel replaces Andrew Novokshonoff on the Electoral Area 'D'/Rural Grand Forks Advisory Planning Commission and Board Appointments Update was added as Item 8 k), and it was;

1-15 Moved: Director Grieve Seconded: Director Danchuk

That the agenda be adopted as amended.

Carried.

Minutes

Regular Board Meeting-November 27, 2014

The minutes of the regular board meeting held November 27, 2014 were presented.

Corporate Vote Unweighted

2-15 Moved: Director Rotvold Seconded: Director Pahl

That the minutes of the regular board meeting held November 27, 2014 be adopted as presented.

Carried.

Statutory Board Meeting-December 11, 2014

The minutes of the Statutory Board Meeting held December 11, 2014 were presented.

Corporate Vote Unweighted

3-15 Moved: Director Worley Seconded: Director Cecchini

That the minutes of the Statutory Board Meeting held December 11, 2014 be adopted as presented.

Carried.

Delegation(s)

There were no delegations in attendance.

Unfinished Business**Memorandum of Board Resolutions**

The Memorandum of Board Resolutions for the period ending November 30, 2014 was presented.

Corporate Vote Unweighted

4-15 Moved: Director Rotvold Seconded: Director Moore

That the Memorandum of Board Resolutions for the period ending November 30, 2014 be received.

Carried.

Appointments-Advisory Planning Commission (APC)**Electoral Area Directors Unweighted**

5-15 Moved: Director Grieve Seconded: Alternate Director Taylor

That the Regional District of Kootenay Boundary Board of Directors approves the following Advisory Planning Commission appointments:

Electoral Area A

Fred Buckley
Shelley Levick
Jim Green
Tyleen Underwood
Craig Stemmler
Rob Ironmonger

Electoral Area B/Lower Columbia-Old Glory

Richie Mann
Trinda Ross
Graham Jones
Mary MacInnis
Roger Cox
Henk Ravestien

Electoral Area C/Christina Lake

Dave Bartlett
Peter Darbyshire
David Durand
Jennifer Horahan
Terry Mooney
Butch Bisaro
Don Nelson
Jeff Olsen

Electoral Area D/Rural Grand Forks

Bob DeMaertelaere
Edith MacAllister
Deb Billwiller
Lesley Matthews
Werner Behrens
Bob Kendel
David Reid

Electoral Area E/West Boundary

Grant Harfman
George Dagg
Vic Lockhart
Michael Fenwick-Wilson
Lisa Fillmore
John Condon
Jamie Haynes
Stephen Kirkham
Fred Marshall
Janet Matsalla
Lynn Storm
Harald Zinner
Mary-Jane St. Jean Klassen Prutton

Electoral Area 'E'/Big White

Bill DiPasquale
Ross Langmaid
Tony Stewart
Jude Brunt
Deb Hopkinson

Gerry Molyneaux
John Lebrun
Paul Sulyma

Carried.

Appointments-Grand Forks and District Recreation Commission
Corporate Vote Unweighted

6-15 Moved: Director Krog Seconded: Alternate Director Taylor

That the Regional District of Kootenay Boundary Board of Directors approves the following Grand Forks and District Recreation Commission appointments:

Gene Robert
Cindy Strukoff
Dean Engen
Ken Johnston
George Longden
Julia Butler

Carried.

Appointments-Christina Lake Parks and Recreation Commission
Corporate Vote Unweighted

7-15 Moved: Director Grieve Seconded: Director Pahl

That the Regional District of Kootenay Boundary Board of Directors approves the following Christina Lake Parks and Recreation Commission appointments:

Dave Beattie
Paul Beattie
Carlo Crema
Bob Dupee
Dan Marcoux
Don Nelson
Liz Stewart
Dianne Wales
Larry Walker
Brenda Auge

Carried.

M. Forster-Jan 21/15**Appointments - Columbia River Treaty Local Government Committee**

A Staff Report from Maureen Forster, Executive Assistant regarding appointments to the Columbia River Treaty Local Government Committee (CRTLGC) was presented.

Corporate Vote Unweighted

8-15 Moved: Director Cecchini Seconded: Director Worley

That the Staff Report from Maureen Forster, Executive Assistant regarding appointments to the Columbia River Treaty Local Government Committee (CRTLGC) be received.

Carried.

Expressions of interest were submitted by RDKB Board Directors Danchuk and Worley and from T. Milne, Councilor from the Village of Warfield.

The Board members voted for the appointments by secret ballot.

Directors Danchuk and Worley were declared as the RDKB appointees to the Columbia River Treaty Local Government Committee

Corporate Vote Unweighted

9-15 Moved: Director Cecchini Seconded: Director Gee

That Directors Danchuk and Worley be appointed to the Columbia River Treaty Local Government Committee. **FURTHER** that the Columbia River Treaty Local Government Committee be advised accordingly.

Carried.

As a former RDKB representative on the Columbia River Treaty Local Government Committee, Director Rotvold advised that she enjoyed her time on the Committee and she wished the new appointees good luck.

Director Grieve thanked Director Rotvold for her time on the Committee.

Communications

There were no communications to review.

Communications (Information Only)

- a) Parkview Manor-Nov 7/14
re: Thank You
- b) UBCM-Nov 20/14
re: Gas Tax Agreement Payment
- c) Government of Canada - Minister of the Environment-Nov 26/14
re: Funding Approval
- d) UBCM-Dec 2/14
re: Age-friendly Community Planning & Projects
Charting a Course for an Age-friendly Christina Lake
- e) Agricultural Land Commission-Dec 12/14
re: Changes to the ALC Act
- f) ALC-Dec 5/14
re: Decision-Bell Family Trust
- g) ALC-Dec 5/14
re: Decision Rogers Communications Inc.

Corporate Vote Unweighted

10-15 Moved: Director Rotvold Seconded: Director Moore

That Communication Information Only Items a) - g) be received.

Carried.

There was a brief discussion regarding the letter from the UBCM (November 20, 2014) providing the Board with information on Gas Tax payments.

It was noted that the total amount of Electoral Area Gas Tax funds are not always expended in the same calendar year and that unspent funds remain with the Electoral Area.

Staff will investigate the Gas Tax contract and provide the Board with further information respecting the overall contents and payment amounts.

That the Regional District of Kootenay Boundary Board of Directors approves the proposal from MMM Group Limited for the preparation of a design and construction cost estimate study, in the amount of \$20,000, to determine the feasibility of constructing a pedestrian bridge over Christina Creek.

Carried.

**Minutes-Grand Forks and District Recreation Commission
November 13/14 and January 15/15**

The draft minutes of the Grand Forks and District Recreation Commission meetings held November 13, 2014 and January 15, 2015 were presented.

Corporate Vote Unweighted

14-15 Moved: Alternate Director Taylor Seconded: Director Worley

That the draft minutes of the Grand Forks and District Recreation Commission meetings held November 13, 2014 and January 15, 2015 be received as presented.

Carried.

**RDKB Committee Minutes
Beaver Valley Recreation, Electoral Area Services, East End Services**

Corporate Vote Unweighted

15-15 Moved: Director Grieve Seconded: Director Cecchini

That the following draft minutes be received: Beaver Valley Recreation Committee; January 13, 2015, Electoral Area Services Committee; January 15, 2015, East End Services Committee; January 20, 2015

Carried.

**Committee Recommendations
Electoral Area Services-January 15, 2015**

Chair of Committee-Director Worley

Electoral Area Directors Weighted

16-15 Moved: Director Worley Seconded: Director Grieve

That the Regional District of Kootenay Boundary Board of Directors approves the Christina Lake Stewardship Society Gas Tax application in the total amount of \$42,763.11 (2015-2018) for the Christina Lake Riparian and Wetland Demonstration Site and Native Plant Nursery.

Carried.

Electoral Area Directors Weighted

17-15 Moved: Director Grieve Seconded: Director Gee

That the Regional District of Kootenay Boundary Board of Directors approves the District's Gas Tax application in the amount of \$100,000 for the construction of a band shelter/arbor at Beaver Creek Provincial Park in Electoral Area 'A'.

Carried.

Electoral Area Directors Weighted

18-15 Moved: Director Worley Seconded: Alternate Director Taylor

That the Regional District of Kootenay Boundary Board of Directors approves the Christina Lake Elementary School Parent Advisory Council Gas Tax application in the amount of \$36,880 for the construction of a Hulitan-Outdoor Classroom.

Carried.

Committee Recommendations - East End Services Committee

Chair of Committee - Director Grieve

Corporate Vote Unweighted

19-15 Moved: Director Grieve Seconded: Director Worley

That the Regional District of Kootenay Boundary Board of Directors forward a resolution recommending an increase in the Ministry of Justices' funding contribution to Police Based Victims Assistance services to the April 2015 Association of Kootenay Boundary Local Governments (AKBLG) Convention with further advancement for inclusion at the resolution sessions at the September 2015 Union of British Columbia Municipalities (UBCM).

Carried.

Corporate Vote Unweighted

20-15 Moved: Director Grieve Seconded: Director Cecchini

That the Regional District of Kootenay Boundary Board of Directors approves the appointments of Directors Pahl, Cecchini and Danchuk to the West Kootenay Transit Committee. **FURTHER** that the West Kootenay Transit Committee be advised accordingly.

Carried.

Corporate Vote Unweighted

21-15 Moved: Director Grieve Seconded: Director Cecchini

That the Regional District of Kootenay Boundary Board of Directors approves the appointment of Director Moore to the West Kootenay Regional Airport Advisory Committee. **FURTHER** that the West Kootenay Regional Airport Advisory Committee be advised accordingly.

Carried.

Corporate Vote Weighted

22-15 Moved: Director Grieve Seconded: Director Pahl

That the Regional District of Kootenay Boundary Board of Directors approves the 2015-2017 Fire Hydrant Agreements with the Villages of Fruitvale, Montrose and Warfield, the Cities of Trail and Rossland, the Genelle Improvement District and the Beaver Falls Waterworks District. **FURTHER** that the Board of Directors approves the RDKB signatories signing the agreements and forwarding them to the respective participants for endorsement.

Carried.

Corporate Vote Unweighted

23-15 Moved: Director Grieve Seconded: Director Cecchini

That the Regional District of Kootenay Boundary Board of Directors provide the Trail Wildlife Association with a letter that communicates support for the Lower Columbia River Planning and Inventory Proposal.

Carried.

Interim Schedule of Accounts**Chair of Finance Committee - Director Rotvold****Corporate Vote Unweighted**

24-15 Moved: Director Rotvold Seconded: Director Danchuk

That the Regional District of Kootenay Boundary Board of Directors approve payment of the Interim Schedule of Accounts as follows:

November 2014 Cheque(s) Nos. 45887-46392	\$ 1,162,716.71
Payroll	381,146.77
TOTAL FOR NOVEMBER 2014	\$1,543,863.48
Dec. 2014 Cheque (s) Nos. 46393-46951	\$1,345,187.38
Payroll	477,494.93
TOTAL FOR DECEMBER 2014	\$1,822,682.31
TOTAL EXPENDITURES	
NOVEMBER & DECEMBER 2014	\$3,366,545.79

Carried.

Grant-in-Aid**Electoral Area Directors - Weighted**

25-15 Moved: Director Grieve Seconded: Alternate Director Taylor

That the Regional District of Kootenay Boundary Board of Directors approves the following Grants-in-Aid:

1. Community Futures Greater Trail-Electoral Area 'A'-\$500
2. Community Futures Greater Trail-Electoral Area 'B'/Lower Columbia-Old Glory-\$500
3. Rossland Winter Carnival-Electoral Area 'B'/Lower Columbia-Old Glory-\$1,000
4. Zone 6 BC Seniors Games-Electoral Area 'B'/Lower Columbia-Old Glory-\$400
5. Christina Gateway Community Development Assoc.-Electoral Area 'C'/Christina Lake-\$4,687.20
6. Zone 6 BC Seniors Games-Electoral Area 'C'/Christina Lake-\$400

7. Boundary Country Regional Chamber of Commerce-Electoral Area 'C'/Christina Lake-\$2,500
8. Grand Forks Figure Skating Club-Electoral Area 'D'/Rural Grand Forks-\$1,000
9. City of Grand Forks-Electoral Area 'D'/Rural Grand Forks-\$500
10. Boundary Country Regional Chamber of Commerce-Electoral Area 'D'/Rural Grand Forks-\$2,500
11. Zone 6 BC Seniors Games-Electoral Area 'D'/Rural Grand Forks-\$400
12. Midway Public Library-Electoral Area 'E'/West Boundary-\$1,200
13. Kelowna Ski Club/Big White Racers-Electoral Area 'E'/West Boundary-\$2,500
14. Kelowna and District Society for People in Motion-Electoral Area 'E'/West Boundary-\$1,000
15. C. Yates/City of Greenwood-Electoral Area 'E'/West Boundary-\$1,500
16. Kettle Valley Racing Association-Electoral Area 'E'/West Boundary-\$1,000
17. Boundary Country Regional Chamber of Commerce-Electoral Area 'E'/West Boundary-\$2,500

Carried.

**Grant-in-Aid Amendment
Electoral Area 'D'/Rural Grand Forks
Grand Forks Community Christmas Dinner-Nov 27/14**

Electoral Area Directors Weighted

26-15 Moved: Alternate Director Taylor Seconded: Director Worley

That the Regional District of Kootenay Boundary Board of Directors amends the Grant-in-Aid amount approved on November 27 2014 for the Grand Forks Community Christmas Dinner requested from Electoral Area 'D'/Rural Grand Forks from \$1,000 to \$300.

Carried.

Board Appointments Update

Kootenay Booth - Director Rotvold

The Kootenay Booth has been registered for the FCM during the Early Bird Registration period. The same arrangements will be made for the UBCM. Quotes for adding the CBT, CPC and three regional districts' websites to the display panels are being reviewed as are estimates for hats and t-shirts for those operating the booth. There was a discussion regarding the costs involved to host the booth and ways to offset the costs. Director Rotvold requested the Board members to consider donating an item to a suitcase that will be used as a prize at the end of the event.

S.I.D.I.T-Chair McGregor

Investment portfolios have been discussed.

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Minutes-Board of Directors
January 29, 2015***

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S.I.B.A.C.-Chair McGregor

There will be a meeting in March. The future of S.I.B.A.C. is unknown.

Okanagan Film Commission-Director Gee

At this time, there is nothing new to report.

Boundary Weed Stakeholders Committee-Director Gee

A meeting was held in November.

Columbia River Treaty Local Government Committee-Director Worley

A meeting with First Nations will be held in the near future; dates have yet to be confirmed.

Chair's Update-Chair McGregor

Broadband: There will be a broadband meeting in February.

Addition of Agenda Item: The Chair discussed the possibility of including a closed meeting (in-camera) on RDKB Board agendas that would allow Directors to discuss ideas and issues and what can be improved (eg How are we doing? Can we do better?). Directors would also have an opportunity to provide feedback to staff. She advised that this idea was presented at the Electoral Area Directors Local Government Leadership Academy and has been met with success by other Regional Districts.

The Board members discussed this matter. Some Directors expressed concerns that it may not be necessary to discuss this item in a closed meeting. However, after further review there was general agreement to undertake this matter as a pilot project at this time.

RDKB 1-800 Number: the RDKB's 1-800 number is not available in the United States or in other Canadian Provinces. This can become costly for those property owners/taxpayers who live outside of British Columbia and who need to contact the RDKB elected officials and/or staff with inquiries and concerns respecting their properties. It is especially costly for those individuals who have an application regarding land use and development.

Corporate Vote Unweighted

27-15

Moved: Director Grieve

Seconded: Director Martin

That staff prepare a report that provides information respecting the costs and other relevant details that would be required to include the RDKB's 1-800 number for use in

the United States and in other Canadian provinces. **FURTHER** that the report be presented to the Board for consideration.

Carried.

FCM: Director Smith won the draw for a Municipal Director to attend the FCM along with the RDKB Electoral Area Directors.

The Chair distributed packages of information regarding the FCM Study Tours. She referred to the discussion held on January 22nd at the Finance Committee meeting when the Directors discussed all Board members (e.g. both Electoral Area Directors and Municipal Directors) attending the 2015 FCM to take advantage of learning opportunities as a Board collectively.

The Board members reviewed this matter and discussed the general costs for all Board members to attend. It may be more feasible for the RDKB to support the attendance of only four municipal directors in 2015 and a different four municipal directors in 2016.

Staff will contact the City of Edmonton to discuss the possibility of the City arranging a program, specific for the RDKB Board of Directors and independent from the FCM study tours that would provide learning opportunities for the Board members collectively. Staff will report back to the Board regarding possible arrangements, the costs for the RDKB and the benefits.

Bylaws

First, Second and Third Readings Bylaw No. 1571-Year 2015 Revenue Anticipation Borrowing Bylaw

Corporate Vote Weighted

28-15 Moved: Director Rotvold Seconded: Director Pahl

That Regional District of Kootenay Boundary Bylaw No. 1571 be read a first, second and third time.

Carried.

Adoption-Bylaw No. 1571-Year 2015 Revenue Anticipation Borrowing Bylaw

Corporate Vote Unweighted

29-15 Moved: Director Cecchini Seconded: Director Worley

That Regional District of Kootenay Boundary Bylaw No. 1571 be reconsidered and adopted.

Carried.

New Business**G. Denkovski-Jan 8/15****re: Selection of Consultant-Ground Water Monitoring**

A Staff Report from Goran Denkovski - Engineering and Safety Coordinator, with recommendations for the selection of a consultant to complete groundwater monitoring for a three year term at RDKB solid waste facilities was presented.

Corporate Vote Unweighted

30-15 Moved: Director Rotvold Seconded: Alternate Director Taylor

That the Regional District of Kootenay Boundary Board of Directors receive the Staff Report from Goran Denkovski, Engineering and Safety Coordinator with recommendations for the selection of a consultant to complete groundwater monitoring for a three year term at the Regional District of Kootenay Boundary solid waste facilities.

Carried.

Corporate Vote Weighted

31-15 Moved: Director Moore Seconded: Alternate Director Taylor

That the Regional District of Kootenay Boundary Board of Directors approves the contract between Bear Environmental Ltd. and the Regional District of Kootenay Boundary in the amount of \$79,835 for three years to complete groundwater monitoring at the Grand Forks Landfill, Rock Creek Transfer Station, Beaverdell Transfer Station, McKelvey Creek Landfill and West Boundary Landfill. **FURTHER** that the Board of Directors authorize the Regional District's signatories to sign the contract.

Carried.

Staff will investigate and will report back to the Board regarding leaching and any consequences, should this occur.

G. Denkovski-Jan 8/15-re: Mosquito Control

A Staff Report from Goran Denkovski, Engineering and Safety Coordinator with recommendations for the selection of a contractor to complete mosquito control for a three year term in Electoral Area 'C'/Christina Lake and Electoral Area 'D'/Rural Grand Forks including the City of Grand Forks was presented.

Corporate Vote Unweighted

32-15 Moved: Director Rotvold Seconded: Director Krog

That the Regional District of Kootenay Boundary Board of Directors receive the Staff Report from Goran Denkovski, Engineering and Safety Coordinator with recommendations for the selection of a contractor for completing mosquito control in Electoral Area 'C'/Christina Lake and Electoral Area 'D'/Rural Grand Forks including the City of Grand Forks.

Carried.

Director Gee expressed her concerns regarding the negative effects a mosquito control program may have on food production and the Kettle River Watershed.

Mosquito Control is a service currently provided to Electoral Area 'C'/Christina Lake, Electoral Area 'D',/Rural Grand Forks and the City of Grand Forks. Constituents in Westbridge and Big White have expressed interest in a similar service.

It was noted that staff have been investigating the use of bat-houses as an alternative. A Staff Report regarding a bat-house program will be drafted and presented to the Board at a later date. The research illustrates that bat-houses not only provide mosquito control, but would be valuable from an overall environmental perspective.

Corporate Vote Weighted

33-15 Moved: Director Worley Seconded: Director Rotvold

That the Regional District of Kootenay Boundary Board of Directors approves a contract with Morrow Bioscience Ltd. in the amount of \$185,400 for three years to complete mosquito control in Electoral Area 'C'/Christina Lake and Electoral Area 'D'/Rural Grand Forks including the City of Grand Forks. **FURTHER** that the Board of Directors approves the Regional District's signatories to sign the contract.

Carried.

(Director Gee opposed)

B. Teasdale**re: Beaver Valley Water Service - Source Water Protection Plan**

A Staff Report from Bryan Teasdale, Manager of Infrastructure and Sustainability, regarding a review of submitted proposals for the development of a Source Water Protection Plan for the Beaver Valley Water Service was presented.

Corporate Vote Unweighted

34-15 Moved: Director Grieve Seconded: Director Martin

That the Staff Report from Bryan Teasdale, Manager of Infrastructure and Sustainability, regarding a review of submitted proposals for the development of a Source Water Protection Plan for the Beaver Valley Water Service be received.

Carried.

Corporate Vote Weighted

35-15 Moved: Director Grieve Seconded: Director Cecchini

That the Regional District of Kootenay Boundary Board of Directors approves the proposal from WSP-Focus to complete a Source Water Protection Plan for the Beaver Valley Water Service in the amount of \$26,065 plus applicable taxes. **FURTHER** that the Board of Directors authorizes the Regional District's signatories to sign the contract.

Carried.

C. Rimell**re: Interfor Corporation-Private Forestry Referral**

A Staff Report from C. Rimell, Planner regarding a Development Proposal submitted by Interfor Corporation for proposed new cut blocks and roads north of Westbridge surrounding the Kettle River, was presented.

Corporate Vote Unweighted

36-15 Moved: Director Rotvold Seconded: Director Cecchini

That the Staff Report from C. Rimell, Planner regarding a Development Referral submitted by Interfor Corporation for proposed new cut blocks and roads north of Westbridge surrounding the Kettle River be received.

Carried.

Director Gee advised that the Electoral Area 'E'/West Boundary Advisory Planning Commission (APC) members are concerned that the RDKB and APC comments will be submitted to the proponent only and that are no higher authorities to report to. She stated that it is not a wise practice to construct roads that will connect two watersheds.

This proposal allows the applicants a financial advantage as the company will not have to haul the logs the distance that requires a fee to be paid. The APC is concerned from an ecological point of view.

Corporate Vote Unweighted

37-15 Moved: Director Smith Seconded: Director Pahl

That the Regional District of Kootenay Boundary Board of Directors advise that the Development Proposal submitted by Interfor Corporation for proposed new cut blocks and roads north of Westbridge surrounding the Kettle River is supported and that the Advisory Planning Commission comments be provided to Interfor Corporation for consideration. **FURTHER** that the Advisory Planning Commission comments also be referred to FrontCounter BC.

Carried.

C. Rimmel

re: Mallach-Crown Referral-Residential Use Application

A Staff Report regarding a referral from FrontCounterBC submitted by Robert Mallach to purchase the Crown Land lease for recreational residential use on Christina Lake was presented.

Corporate Vote Unweighted

38-15 Moved: Director Worley Seconded: Director Rotvold

That the Staff Report regarding a referral from FrontCounterBC submitted by Robert Mallach to purchase the Crown Land lease for recreational residential use on Christina Lake be received.

Carried.

Corporate Vote Unweighted

39-15 Moved: Director Rotvold Seconded: Director Danchuk

That the Regional District of Kootenay Boundary Board of Directors advise FrontCounterBC that the application submitted by Robert Mallach to purchase the Crown Land lease legally described as Lot 1, DL 3013s, Similkameen Division of Yale District, Plan KAP 11602 for recreational residential use on Christina Lake is supported.

Carried.

C. Rimell

re: FortisBC Crown Land License of Occupation Amendment

A Staff Report from C. Rimell, Planner regarding a referral from FrontCounterBC submitted by FortisBC to amend an existing License of Occupation issued to FortisBC for a communications facility on Crown land on top of Mount Roderick Dhu was presented.

Corporate Vote Unweighted

40-15 Moved: Director Smith Seconded: Director Worley

That the Staff Report regarding a referral from FrontCounterBC submitted by FortisBC to amend an existing License of Occupation issued to FortisBC for a communications facility on Crown land on top of Mount Roderick Dhu be received.

Carried.

Corporate Vote Unweighted

41-15 Moved: Director Rotvold Seconded: Director Krog

That the Regional District of Kootenay Boundary Board of Directors advise FrontCounterBC that the application submitted by FortisBC to amend an existing License of Occupation No.402456 for a communications facility on Crown land in the vicinity of Mount Roderick Dhu is supported and that the Advisory Planning Commission comments be provided to FrontCounterBC for consideration.

Carried.

M. Andison-Jan 9/15-re: 2014 Year End Building Statistics

A Staff Report from Mark Andison, General Manager of Operations / Deputy CAO regarding the 2014 Building Statistics was presented.

Corporate Vote Unweighted

42-15 Moved: Director Moore Seconded: Director Krog

That the Staff Report from Mark Andison, General Manager of Operations / Deputy CAO regarding the 2014 Building Statistics be received.

Carried.

M. Andison-Jan 5/15**re: Building Bylaw Contravention-Electoral Area 'E'\West Boundary**

A Staff Report from Mark Andison, General Manager of Operations / Deputy CAO regarding a Building Bylaw Contravention (Christian Bond) was presented.

Corporate Vote Unweighted

43-15 Moved: Alternate Director Taylor Seconded: Director Moore

That the Staff Report from Mark Andison, General Manager of Operations / Deputy CAO be received.

Carried.

The Chair introduced Mr. Bond to the meeting and provided him with an opportunity to speak in regards to correspondence he received from the RDKB inviting him to attend the Board meeting to make a presentation relevant to the filing of a Notice in the Land Title Office.

Mr. Bond requested clarification respecting the information in the letter and the contravention of the RDKB Building Bylaw No. 449.

The Chief Administrative Officer advised that a Mobile Home has been located on his property without a Building Permit, which results in his property being in noncompliance with the Building Bylaw.

Mr. Bond noted he requires further clarification, and it was;

Electoral Area Directors Unweighted

44-15 Moved: Director Rotvold Seconded: Director Grieve

That the Regional District of Kootenay Boundary Board of Directors defers the matter of the filing of a Notice in the Land Title Office pursuant to Section 695 of the *Local Government Act* and Section 57 of the *Community Charter* against the property legally described as Lot A, D.L. 1545, SDYD, Plan KAP83857 to the next meeting to allow Mr. Bond time to contact RDKB staff and to obtain further information to assist him to understand the process involved.

Carried.

M. Andison-Jan 5/15

re: Building Bylaw Contravention-Electoral Area 'E'/West Boundary

A Staff Report from Mark Andison, General Manager of Operations / Deputy CAO regarding a Building Bylaw Contravention (Richard Kroetsch and Laura Robinson) was presented.

Corporate Vote Unweighted

45-15 Moved: Director Pahl Seconded: Director Martin

That the Staff Report from Mark Andison, General Manager of Operations / Deputy CAO be received.

Carried.

Electoral Area Directors Unweighted

46-15 Moved: Director Worley Seconded: Director Moore

That the Regional District of Kootenay Boundary Board of Directors direct the Chief Administration Officer to file a Notice in the Land Title Office pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter against the property legally described as Lot 32, D.L. 3638, SDYD, Plan 33084.

Carried.

M. Andison-Jan 5/15

re: Building Bylaw Contravention Electoral Area 'A'

A Staff Report from Mark Andison, General Manager of Operations / Deputy CAO regarding a Building Bylaw Contravention (Ronni-Lynn Sullivan) was presented.

Corporate Vote Unweighted

47-15 Moved: Director Worley Seconded: Director Moore

That the Staff Report from Mark Andison, General Manager of Operations / Deputy CAO be received.

Carried.

Electoral Area Directors Unweighted

48-15 Moved: Director Worley Seconded: Director Grieve

That the Regional District of Kootenay Boundary Board of Directors invite the owner, Ronni-Lynn Sullivan, to appear before the Board to make a presentation relevant to the filing of a Notice in the Land Title Office pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter against the property legally described as Lot 1, D.L. 1236, KD, Plan 15503.

Carried.

M. Andison-Jan 9/15 re: Building Bylaw Contravention-Big White

A Staff Report from Mark Andison, General Manager of Operations / Deputy CAO regarding a Building Bylaw Contravention (0985028 B.C. Ltd. Inc.) was presented.

Corporate Vote Unweighted

49-15 Moved: Alternate Director Taylor Seconded: Director Gee

That the Staff Report from Mark Andison, General Manager of Operations / Deputy CAO be received.

Carried.

Electoral Area Directors Unweighted

50-15 Moved: Director Worley Seconded: Director Grieve

That the Regional District of Kootenay Boundary Board of Directors invite the owner, 0985028 B.C. Ltd. Inc., to appear before the Board to make a presentation relevant to the filing of a Notice in the Land Title Office pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter against the property legally described as D.L. 508S, SDYD.

Carried.

T. Martin-Jan. 26/15-re: Equipment Replacement

A Staff Report from Terry Martin, Regional Fire Chief/Fire Dispatch Manager regarding the early replacement of E12, a rescue pumper for Company 1 (Rossland) was presented.

Corporate Vote Unweighted

51-15 Moved: Director Moore Seconded: Director Cecchini

That the Staff Report from Terry Martin Regional Fire Chief and Fire Dispatch Manager, regarding the purchase of Fire Apparatus for Kootenay Boundary Regional Fire Rescue be received.

Carried.

Corporate Vote Weighted

52-15 Moved: Director Worley Seconded: Director Pahl

That the Regional District of Kootenay Boundary Board of Directors approves the purchase of E12 from Hub Fire Engines and Equipment LTD, Abbotsford B.C. Canada, for the supply and delivery of:

- One 2015 Freightliner M2-112 4 x 4 Rescue Pumper, for \$423,722.00 plus applicable taxes. **FURTHER** that \$10,000 for the initial lease payment be allocated in the 2015 budget.

Carried.

J. MacLean - Jan. 26/15-re: Statutory Right of Way

A Staff Report from John M. MacLean, CAO regarding the negotiated statutory right of way to allow necessary access to the Beaver Valley Water Treatment Plant was presented.

Corporate Vote Unweighted

53-15 Moved: Director Grieve Seconded: Director Moore

That the Staff Report from John M. MacLean, CAO regarding the negotiated statutory right of way to allow necessary access to the Beaver Valley Water Treatment Plant be received.

Carried.

Corporate Vote Weighted

54-15 Moved: Director Grieve Seconded: Director Martin

That the Regional District of Kootenay Boundary Board of Directors approves the Statutory Right of Way Agreement across Lot 253, District Lot 1236 Kootenay District Plan 785B to allow legal, reasonable access to the Beaver Valley Water Treatment Plant as well as the required Form C Releases. **FURTHER** that the Board of Directors authorizes its signatories to sign and enter into the Statutory Right of Way Agreement and Form C Releases.

Carried.

Late (Emergent) Items

There were no late emergent items to discuss.

Discussion of items for future meetings

1. Dates and arrangements for Board meetings that will be held in the future at Big White Ski Resort and in one other RDKB East-End community/location .
2. Strategic Planning - sometime in April-May at Christina Lake

The Directors will forward their vacation schedules to staff for follow up and arrangements to be made.

Question Period for Public and Media

A question period was not required.

Closed (Incamera) Session

Closed meeting pursuant to Section 90 (1) (e) of the *Community Charter*.

55-15 Moved: Director Cecchini Seconded: Director Pahl

That the Regional District of Kootenay Boundary Board of Directors convene to a closed meeting pursuant to Section 90 (1) (e) of the *Community Charter* (time: 7:50 p.m.).

Carried.

56-15 Moved: Director Danchuk

That the Regional District of Kootenay Boundary Board of Directors reconvenes to the regular meeting (time: 8:35 p.m.).

Carried.

Adjournment

There being no further business, it was;

57-15 Moved: Director Rotvold

That the regular meeting be adjourned (time: 8:40 p.m.)

Carried.

Chair

Manager of Corporate Administration

TL

**RDKB Board of Directors
Memorandum of Resolutions**

Action Items Arising from Board Direction (Task List)

Updated on February 20, 2015

PENDING TASKS

Resolution #	Date	Item/Issue	Actions Required/Taken	Status
231-10	May 26/10	Sidley Mtn. Fire Protection	Staff met with Okanagan Similkameen Regional District in June re. Satellite Service in Area 'E' (Sidley Mountain/Anarchist)	Ongoing
***Note: More work re. communications, management, administration & costs for satellite fire service is required				
232-10	May 26/10	Christian Valley Mosquito Control Service	Staff working with proponents	Ongoing
***Note: Staff continue to wait for proponents as to whether they wish to move forward				
102-14	March 20/14	Mosquito Control	Include use of bat houses in proposed Feasibility Study	IP
5-14	Jan 30/14	Carbon Emissions Reduction	Continue current partnership agreement subject to approved partnership funding contributions	Ongoing
34-14	Jan 30	Org/governance review	Refer to 2015 Budget deliberations	IP
N/A	May 1/14	Sale of Airport	Directors take time to consider future use of proceeds from sale of Trail Airport	IP

TASKS FROM August 28, 2014 BOARD MEETING

Resolution #	Date	Item/Issue	Actions Required/Taken	Status
N/A	Aug 28/14	Big White Community	Staff will meet with Stakeholders after November election to discuss Big White's Advisory Stakeholders Committee and possible financial support	Ongoing

TASKS FROM October 2, 2014 BOARD MEETING

Resolution #	Date	Item/Issue	Actions Required/Taken	Status
349-14	Oct 2/14	Kootenay Booth	Further detailed discussions with possible adjustments to cost on FCM and UBCM Kootenay Booth(s) Projects in 2015 to be held during Budget deliberations	IP

TASKS FROM November 27, 2014 BOARD MEETING

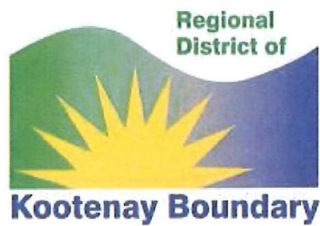
Resolution #	Date	Item/Issue	Actions Required/Taken	Status
347-14	Nov 27/14	ESC – Notice of Intent	Staff will advertise and post a Notice of Intent for the expenditure of up to \$25,000 in 2015 for the completion of a Feasibility Study – Phase 1 to support a program of restoration and afforestation in the RDKB.	

TASKS FROM January 29, 2015 BOARD MEETING

Resolution #	Date	Item/Issue	Actions Required/Taken	Status
9-15	Jan 29/15	CRTLGC Appointment	Staff will advise the CRTLGC of the appointment of Directors Danchuk and Worley to the Committee.	C
n/a	Jan 29/15	Gas Tax Contract	Stall will investigate the Gas Tax contract and provide the Board with further information respecting the overall contents and payment amounts.	C
19-15	Jan 29/15	Ministry of Justice Funding	Board will forward a resolution recommending an increase in Ministry of Justice's funding to Police Based Victims Assistance services to the Apr 2015 AKBLG Convention with further advancement for inclusion at 2015 UBCM resolutions session.	IP
20-15	Jan 29/15	W.Kootenay Transit Committee	Staff will advise the W. Kootenay Transit Committee of the appointment of Directors Pahl, Cecchini and Danchuk to the Committee.	C
21-15	Jan 29-15	W. Kootenay Region Airport Advisory Committee	Staff will advise the W. Kootenay Regional Airport Advisory Committee of the appointment of Director Moore to the Committee.	C
22-15	Jan 29/15	2015-2017 Fire Hydrant Agreements	Staff will forward the 2015-2017 Fire Hydrant Agreements to the participants for endorsement.	IP
23-15	Jan 29/15	Trail Wildlife Association	Staff will provide the Trail Wildlife Association with a letter of support for the Lower Columbia River Planning and Inventory Proposal.	C
n/a	Jan 29/15	Addition of Agenda Item	The addition of an in-camera agenda item regarding the discussion of ideas and issues and what can be improved upon will be undertaken as a pilot project.	IP
Note: This will be done quarterly – first one in March/2015				
n/a	Jan 29/15	FCM	Staff will contact the City of Edmonton to discuss possibility of the City arranging a program specific for the RDKB Board. Staff will report back to Board regarding possible arrangements, costs and benefits to RDKB.	
27-15	Jan 29/15	Toll Free Phone Number	Staff will prepare report with information on costs and other relevant details that would be required to include RDKB's toll free number for use in US and other Canadian provinces.	
n/a	Jan 29/15	Ground Water Monitoring	Staff will investigate and report back to Board regarding leaching and any consequences should this occur.	
n/a	Jan 29/15	Bat-Houses	Staff will draft a report regarding a bat-house program and report back to Board.	

Staff & Board Follow-Up –In Addition to Board Resolutions

Date	Item/Issue for future meetings
Oct 2/14	Discussion of scheduling and times of Board meetings when they are held in other communities.
Nov 27/14	Discussion regarding the Public Learning Garden Currently in progress in Electoral Area 'D'/Rural Grand Forks and City of Grand Forks areas and a possible partnership.
Nov 27/14	Information and direction regarding the use of video conferencing equipment in the RDKB Trail and Grand Forks offices.
Nov 27/14	Broadband – will be included in discussion during the RDKB's strategic planning sessions.
Jan 29/15	Dates and arrangements for Board meetings that will be held in the future at Big White Ski Resort and in one other RDKB East End community/location.
Jan 29/15	Strategic Planning – sometime in April/May at Christina Lake.

**STAFF REPORT****Date:** 19 Feb 2015**File**AKBLG Conventions
09-0555-10**To:** Chair McGregor & Members of the
RDKB Board of Directors**From:** Theresa Lenardon, Manager of
Corporate Administration**Re:** AKBLG Sponsorship**Issue Introduction**

A staff report from Theresa Lenardon, Manager of Corporate Administration regarding sponsorship for the 2015 Association of Kootenay and Boundary Local Governments (AKBLG) in Nakusp, BC.

History/Background Factors

The Village of Nakusp is hosting the 2015 AKBLG April 22-24, 2015 and is requesting sponsorship for the event from the RDKB.

The attached information provides the amounts of the sponsorship levels. In the past, the RDKB has usually provided sponsorship funding to the host communities in the amount of \$2,000, which is Silver Level Sponsorship for the Nakusp event.

Implications

Financial support would be included in the 2015 Financial Plan and could be allocated in the General Administration Budget.

Sponsoring the event supports the efforts of the Village of Nakusp and is good public relations promoting the RDKB within the AKBLG jurisdiction.

Advancement of Strategic Planning Goals

Sponsorship funding for the 2015 AKBLG in Nakusp meets Strategic Planning Goal: *Improve and Enhance Communication*; We will continue to focus on partnerships that advance the interests of the Region.

Background Information Provided

- Letter from Mayor Hamling requesting sponsorship funding; December 16, 2014
- Sponsorship Opportunities

Alternatives

1. Receipt
2. Receipt and approve sponsorship for Silver Level \$2,000.
3. Receipt and deny request for sponsorship.

Recommendation(s)

That the staff report from Theresa Lenardon, Manager of Corporate Administration regarding sponsorship for the 2015 Association of Kootenay and Boundary Local Governments (AKBLG) in Nakusp, BC be received.

That the Regional District of Kootenay Boundary Board of Directors approves Silver Level Sponsorship of \$2,000 for the 2015 Association of Kootenay and Boundary Local Governments Conference April 22-24, 2015 in Nakusp, B.C. FURTHER that the Village of Nakusp be advised accordingly.

December 16, 2014

T. Herndon

Ms. Elaine Kumar
Regional District of Kootenay Boundary
202 - 843 Rossland Ave
Trail BC V1R 4S8



Dear Ms. Kumar,

The Village of Nakusp is proud and excited to be hosting the 2015 Association of Kootenay and Boundary Local Governments (AKBLG) Conference from April 22nd to 24th, 2015. Approximately two hundred elected and appointed officials and staff from 22 electoral areas and 27 municipalities in South Eastern British Columbia will be in attendance.

This year's theme is "Change > Challenge > Collaborate". We are thrilled to have Deborah Grey, Canada's first-ever female Leader of the Official Opposition, as keynote speaker. "Always lead from the front lines and take up new challenges" is Deb Grey's mantra.

This conference and trade show provides an excellent opportunity for your organization to offer information, promote products or services, and to speak with decision makers from local governments. We would be grateful if you helped in sponsoring our event by selecting one of five levels of sponsorship or as a trade show exhibitor as outlined in the attached sponsorship document.

We look forward to hearing from your organization by February 16, 2015. If you have questions, please contact Veronica Sargeant, Conference Coordinator akblg2015@nakusp.com or Anna Marie Hogg, Village of Nakusp, Administrative Assistant ahogg@nakusp.com.

Thank you for your time and consideration.

Karen Hamling

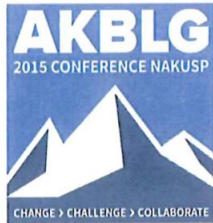
Karen Hamling
Mayor
Village of Nakusp

encl
KH/vs



Box 280, Nakusp, BC, V0G 1R0 P: 250.265.3689 F: 250.265.3788 E: info@nakusp.com W: Nakusp.com





Association of Kootenay and Boundary Local Governments

2015 AGM and Conference (Nakusp, BC)

April 22 - 24, 2015

"Change, Challenge, Collaborate"

Sponsorship Opportunities

Diamond Level Sponsorship → \$8,000+

- Accommodations (one room) plus special Tuesday night event
- Complimentary conference registration for four (4) sponsor delegates
- Four (4) complimentary tickets to social events - Wednesday night Welcome Reception and Thursday night Gala Dinner
- Premium speaking time in the program*
- Premium trade show space*
- Recognition as Diamond Sponsor and logo on AKBLG 2015 conference materials including conference program, AKBLG 2015 website and all electronic materials **
- Option to supply printed promotional material/items for conference participants**
- Additional promotional opportunities available upon individual negotiation

Platinum Level Sponsorship → \$6,000+

- Complimentary conference registration for three (3) sponsor delegates
- Two (2) complimentary tickets to social events - Wednesday night Welcome Reception and Thursday night Gala Dinner
- Speaking time in the program*
- Trade show space in preferred exhibit position*
- Recognition as Platinum Sponsor and logo on AKBLG 2015 conference materials including conference program, AKBLG 2015 website and all electronic materials **
- Option to supply printed promotional material/items for conference participants**
- Additional promotional opportunities available upon individual negotiation

* pending negotiation

** pending pre-determined deadline

akblg2015@nakusp.com



Gold Level Sponsorship →\$4,000+

- Complimentary conference registration for two (2) sponsor delegates
- Two (2) complimentary tickets to Thursday night Gala Dinner and opportunity to purchase tickets to Wednesday night Welcome Reception
- Opportunity for presentation to delegates upon individual negotiation
- Trade show space in central exhibit position*
- Recognition as Gold Sponsor on AKBLG 2015 conference materials including conference program, AKBLG 2015 website and all electronic materials **
- Option to supply printed promotional material/items for conference participants**
- Additional promotional opportunities available upon individual negotiation

Silver Level Sponsorship →\$2,000+

- Opportunity to purchase tickets to social events - Wednesday night Welcome Reception and Thursday night Gala Dinner
- Recognition as Silver Sponsor on AKBLG 2015 conference materials including conference program, AKBLG 2015 website and all electronic materials **
- Trade show space*

Bronze Level Sponsorship →\$1,000+

- Opportunity to purchase tickets to social events - Wednesday night Welcome Reception and Thursday night Gala Dinner
- Recognition as Bronze Sponsor on AKBLG 2015 conference materials including conference program, AKBLG 2015 website and all electronic materials**
- Trade show space*

Trade Show Booth or Display →\$500

- Opportunity to purchase tickets to social events - Wednesday night Welcome Reception and Thursday night Gala Dinner
- Trade show space*
- If you do not wish to use your space, there is an opportunity to donate your trade show space to a local organization

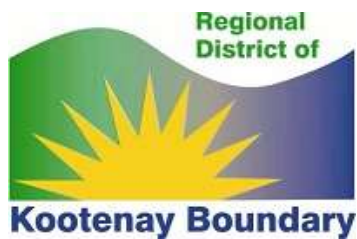
*pending negotiation

**pending pre-determined deadline



akblg2015@nakusp.com





STAFF REPORT

Date: 19 Feb 2015

File

ADMN Conferences,
Workshops-09-0350-
01

To: Chair McGregor & Members of the
RDKB Board of Directors

From: Theresa Lenardon, Manager of
Corporate Administration

Re: Chair's Attendance at COFI Annual
Convention

Issue Introduction

A staff report from Theresa Lenardon, Manager of Corporate Administration regarding support for Chair McGregor's attendance at the 2015 Council of Forest Industries (COFI) Annual Convention in Prince George, B.C.

History/Background Factors

The COFI works with governments, communities, organizations and individuals to ensure that forest practices and policies in BC support the forest sector and, as a result, those who are dependent on the sector for business income or family supporting jobs.

The COFI will host its Annual Convention April 8-9, 2015 in Prince George, B.C. This Convention is the largest annual gathering of the forest industry in Western Canada and includes a community engagement program. The Convention attracts industry operations staff and senior representatives from customers, suppliers, financial institutions, law firms, local government, students and other professionals and technical stakeholders. Important networking and partnership opportunities are available for elected officials in meeting and engaging with business leaders.

The program features presenters and speakers providing information on key forest industry issues such as markets, fibre, products and competitiveness.

Implications

Funds for Director McGregor's attendance would be allocated in the 2015 General Administration Budget/Financial Plan.

Expenses will include costs for travel, accommodation, registration, mileage (to and from airport) and per diem.

Should the Board approve Director McGregor's attendance, the costs will be approximately \$1,768.37.

Advancement of Strategic Planning Goals

Attendance at the COFI would meet RDKB Strategic Plan Goal: *Improve and Enhance Communication*

- We will continue to advocate on issues that affect our region
- We will continue to focus on partnerships that advance the interests of the Region

Background Information Provided

- 2015 COFI Program at a Glance
- Estimated Expenses

Alternatives

1. Receipt
2. Receipt and approve expenses for Chair McGregor's attendance
3. Receipt and deny expenses for Chair McGregor's attendance

Recommendation(s)

That the staff report from Theresa Lenardon, Manager of Corporate Administration regarding support for Chair McGregor's attendance at the 2015 Council of Forest Industries (COFI) Annual Convention in Prince George, B.C. be received.

That the Regional District of Kootenay Boundary approves approximately \$1,768.37 in expenses for Chair McGregor to attend the 2015 Council of Forest Industries Annual Convention in Prince George, BC, April 8-9, 2015. **FURTHER** that the funds be allocated in the 2015 General Administration Budget/Financial Plan.

Search: 

Annual Convention

2015 COFI Convention

[Delegate Registration](#)
[Program at a Glance](#)
[Hotel & Visitor Information](#)
[Sponsors to Date](#)
[Exhibitors](#)
[Contact Us](#)

Previous Conventions

Program at a Glance

The 2015 COFI Convention continues the tradition of presenting top-notch industry analysts, business veterans and political leaders to our delegates. Combined with extensive networking opportunities and a growing trade show, the COFI Convention is the leading forest industry conference in Western Canada.

Platinum Sponsors







DRAFT – February 13, 2015. Please check back often for updates.

Wednesday, April 8, 2015

7:00 am Exhibitors Early Risers Continental Breakfast Hour

8:00 am **Opening / Welcome Address**

8:15 am **Session #1 – Minister's Address**

8:45 am **Session #2 – Global Economics & Market Outlook**

10:10 am Morning Coffee Break

10:30 am **Session #3 – Products to Markets – Transportation Essentials**

11:40 am Pre-Luncheon Reception

12:15 pm **Luncheon with Keynote Speaker**

1:45 pm **Session #4 – First Nations – The Changing Landscape**

2:55 pm Afternoon Coffee Break

3:20 pm **Session #5 – Showcasing Wood Promotion & Use**

- Michael Giroux – President & CEO, Canadian Wood Council
- Guido Wimmers – Chair & Associate Professor, Integrated Wood Design Program – UNBC
- Oliver Lang – Partner, Lang Wilson Practice in Architecture

4:45 pm Exhibitors Hospitality Hour

6:00 pm **Networking Reception**

A fine evening of abundant food and excellent networking – Don't plan dinner out !

Thursday, April 9, 2015

7:00 am Exhibitors Early Risers Continental Breakfast Hour

8:00 am **Session #6 – Fibre Supply Constraints & Opportunities**

9:15 am **Session #7 – Bio-Economy – Existing & Emerging Products & Markets**

- Trevor Stuthridge – Executive Vice-President, FP Innovations
- TBA
- TBA

10:15 am Morning Coffee Break

10:40 am **Session #8 – CEO's Panel – Part 1**

11:20 am **Session #8 – CEO's Panel – Part 2**

12:00 pm Pre-Luncheon Reception

12:30 pm Luncheon – Community Recognitions Luncheon

2:15 pm Convention Ends

[Home](#) | [About COFI](#) | [COFI Blog](#) | [BC Forest Industry](#) | [Markets](#) | [Green Transformation](#) | [Forest Education & Careers](#) | [Resources/Downloads](#) | [Contact Us](#)
[Privacy Policy](#) | [Disclaimer](#) | [Site Map](#)

**Estimated Expenses for Chair McGregor to
Attend COFI, Prince George**

1. TRAVEL:

- (a) Flights from Kelowna to Prince George on Tuesday, April 7th:

(Estimates includes one checked bag, and advanced seat selection)

Westjet:

WS3265 from Kelowna to Vancouver,
WS3285 from Vancouver to Prince George: \$246.88

- (b) Flights from Prince George to Kelowna on Thursday, April 9th:

WS3282 from Prince George to Vancouver,
WS3266 from Vancouver to Kelowna: 202.58

TOTAL AIR TRAVEL COSTS: \$449.46

- (c) Mileage for Chair McGregor driving to Kelowna Airport: 238.16

- (d) Shuttle to and from the Airport 24.00

TOTAL TRAVEL COSTS: \$ 711.62

2. HOTEL ROOM:

I have reserved a room at the Coast Inn of the North in Prince George,
which is a six-minute walk from the Convention at the Civic Centre:

One room for the two nights: \$270.00
Taxes at 15% 40.50

TOTAL HOTEL ROOM EXPENSE: \$ 310.50

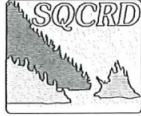
3. 2015 COFI CONVENTION REGISTRATION:

Early Bird Registration Fee (savings of \$100): **\$ 446.25**

4. PER DIEM EXPENSES:

Per diem cheque: \$100 x 3 days **\$ 300.00**

**ESTIMATED TOTAL OF EXPENSES FOR CHAIR MCGREGOR
TO ATTEND THE 2015 COFI CONVENTION IN PRINCE GEORGE: \$1,768.37**


SKEENA-QUEEN CHARLOTTE REGIONAL DISTRICT

 14 – 342 3rd Avenue West Prince Rupert, BC V8J 1L5

Phone: (250) 624-2002 Fax: (250) 627-8493

 Website: www.sqcrd.bc.ca

February 2, 2015

 Kootenay Boundary Regional District
 202 - 843 Rossland Avenue
 Trail, B.C. V1R 4S8

Attention: Board of Directors

Dear Board of Directors:

Re: Regional District Representation in B.C. Environmental Stewardship Initiatives

Please be advised that, at its January 23, 2015 Regular meeting, the Board of the Skeena-Queen Charlotte Regional District passed the following resolutions:

MOVED by Director Nobels, SECONDED by Director Racz, that correspondence be sent to the Premier of British Columbia expressing the need for local government representation in Environmental Stewardship Initiatives and consultation processes;

AND THAT the correspondence be copied to the Ministry of Environment.

038-2015
CARRIED

MOVED by Director Brain, SECONDED by Director Nobels, that correspondence be sent to Regional Districts to notify them of the Skeena-Queen Charlotte Regional District's intent to request, from the Province of B.C., inclusion in Environmental Stewardship Initiatives and consultation processes;

AND THAT a copy of the letter sent to the Premier of B.C. expressing the need for local government representation in environmental stewardship initiatives be copied to all Regional Districts.

039-2015
CARRIED

The Environmental Stewardship Division of the Ministry of Environment works to develop, promote and measure achievement of provincial goals for the conservation of living resources, and provides fish and wildlife recreation services. Further to this, the Ministry of Environment's 2013/14 – 2015/16 Service Plan highlights, throughout the document, a plan to promote stewardship with other provincial agencies, industry, First Nations, local government, federal government and other stakeholders.

REGIONAL DISTRICT OF KOOTENAY BOUNDARY	
FILE #	FEB 11 2015
DOC #	
REF. TO:	MP
CC:	Bob JM AS

Currently, the provincial government is not upholding its commitment to engage with all levels of local government throughout the environmental stewardship consultation process taking place throughout the province, as Regional Districts are not receiving any information or invitation to that effect.

Regional Districts have a strong interest in participating in the development of information used to make resource management decisions. The intent in developing these environmental stewardship initiatives is for varied levels of government to incorporate different values and feedback into resource management decisions. As the environmental stewardship consultation process is currently structured, Regional Districts are not afforded the opportunity to provide feedback or consultation.

At this time, the Board of the Skeena-Queen Charlotte Regional District is requesting that the provincial government review the consultation process framework to allow for Regional District representation in the environmental stewardship initiatives taking place throughout the province, and would invite your Regional District Board to do the same.

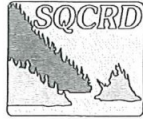
If you have any further questions or comments, please do not hesitate to contact the office of the Skeena-Queen Charlotte Regional District.

Yours truly,

SKEENA-QUEEN CHARLOTTE REGIONAL DISTRICT



Barry Pages
Chair


SKEENA-QUEEN CHARLOTTE REGIONAL DISTRICT

 14 – 342 3rd Avenue West Prince Rupert, BC V8J 1L5

Phone: (250) 624-2002 Fax: (250) 627-8493

 Website: www.sqcrd.bc.ca

February 1, 2015

Office of the Premier of British Columbia
PO Box 9041 STN Prov Govt
Victoria, B.C. V8W 9E1

Attention: Honourable Premier Christy Clark

Dear Premier Clark:

Re: Regional District Representation in Environmental Stewardship Initiatives

The Skeena-Queen Charlotte Regional District (Regional District) aims to provide a forum for direct representation of those areas that, without the Regional District, would have no political voice. It provides for greater control over services and issues of local importance to rural areas and it provides a mechanism for advancing the issues of those areas.

The Environmental Stewardship Division of the Ministry of Environment works to develop, promote and measure achievement of provincial goals for the conservation of living resources, and provides fish and wildlife recreation services. Further to this, the Ministry of Environment's 2013/14 – 2015/16 Service Plan highlights, throughout the document, a plan to promote stewardship with other provincial agencies, industry, First Nations, local government, federal government and other stakeholders.

Currently, the provincial government is not upholding its commitment to engage with all levels of local government throughout the environmental stewardship consultation process taking place in the Skeena region, as the Regional District has not received any information or invitation to that effect.

The Regional District has a strong interest in participating in the development of information used to make resource management decisions. The intent in developing these environmental stewardship initiatives is for varied levels of government to incorporate different values and feedback into resource management decisions. As the environmental stewardship consultation process is currently structured, Regional Districts are not afforded the opportunity to provide feedback or consultation.

At this time, the Board of the Skeena-Queen Charlotte Regional District requests that you please review the consultation process framework to allow for Regional District representation in the environmental stewardship initiatives taking place throughout the province.

Yours truly,

SKEENA-QUEEN CHARLOTTE REGIONAL DISTRICT

Barry Pages
Chair

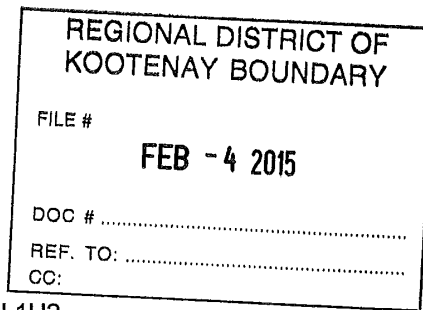
Cc: Minister of Environment
B.C. Regional Districts

DRAFT



January 30, 2015

Steve Danshin
1823 78th Ave
Grand Forks, BC, V0H 1H2



Agricultural Land Commission
133-4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604 660-7000
Fax: 604 660-7033
www.alc.gov.bc.ca

ALC #: 37807
RDKB #: E-268-00170.000

Dear Mr. Danshin:

Re: Rehabilitation Plan: Condition of Resolution #135/2008

The Commission has received the required rehabilitation plan for ALC application #37807. The details of the plan were submitted via email by Gordon Redding on June 18, 2014. The rehabilitation plan is outlined as follows:

As per the instructions of the ALC, the Christina Lake Golf Course would undertake the following steps to return the site to agricultural capability upon the closing of the RV campsite:

- (1) Remove electrical building and footings.
- (2) Take up and remove electrical wiring and irrigation pipes.
- (3) Scrape the existing two inches of crushed rock from the road and campsites.
- (4) Haul in agricultural fill/native soil.
- (5) Over seed the site with ground cover mix to stabilise (sic) the soil.
- (6) Remove the washroom facility and dispose of debris.

Each step of the above will be documented and sent in to the ALC as verification that the rehabilitation was completed to a satisfactory level.

With the receipt of the above rehabilitation plan, the Commission considers the conditions of Resolution #135/2008 complete.

At the request of Gordon Redding via email on January 27, 2015, this letter has been addressed to Mr. Steve Danshin as the Redding's general contractor for submission with any required applications to the Regional District of Kootenay Boundary and any other agencies to the extent of Resolution #135/2008.

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION

Per:

Colin Fry, Chief Tribunal Officer

Cc: Regional District of Kootenay Boundary (File: E-268-00170.000)

37807m5

REGIONAL DISTRICT OF KOOTENAY BOUNDARY
Cheque Register-Summary-Bank


AP5090

Page : 1

Date : Feb 12, 2015

Time : 2:54 pm

Supplier : 084010 To ZUC010
 Cheque Dt. : 01-Jan-2015 To 31-Jan-2015
 Bank : 1 - CIBC Bank - General

Seq : Cheque No. Status : All
 Medium : M=Manual C=Computer E=EFT-PA

Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
46964	09-Jan-2015	ABE030	ABELL PEST CONTROL	Issued	5	C	109.76
46965	09-Jan-2015	ALL150	ALLEN, MARK	Issued	5	C	111.22
46966	09-Jan-2015	AMF010	AM FORD	Issued	5	C	65.80
46967	09-Jan-2015	AND040	ANDREW SHERET LTD.	Issued	5	C	4,104.76
46968	09-Jan-2015	AND110	ANDERSSON, KAREN	Issued	5	C	250.00
46969	09-Jan-2015	ARM010	ARMSTRONG, VANCE	Issued	5	C	29.43
46970	09-Jan-2015	BCF020	B.C. FIRE TRAINING OFFICERS ASSOCIATION	Issued	5	C	100.00
46971	09-Jan-2015	BCI010	B.C. INSTITUTE OF AGROLOGISTS	Issued	5	C	400.00
46972	09-Jan-2015	BCT030	BC TRANSIT	Issued	5	C	126,629.00
46973	09-Jan-2015	BEA130	BEAVER VALLEY LIBRARY	Issued	5	C	14,797.00
46974	09-Jan-2015	BEA480	BEAVER VALLEY MAY DAYS SOCIETY	Issued	5	C	1,727.80
46975	09-Jan-2015	BEL070	BELL MEDIA RADIO GP	Issued	5	C	1,680.00
46976	09-Jan-2015	BIG010	BIG WHITE FIRE DEPT. SOCIAL CLUB	Issued	5	C	344.00
46977	09-Jan-2015	BIG060	BIG WHITE SKI RESORT LTD.	Issued	5	C	2,272.74
46978	09-Jan-2015	BOU017	BOUNDARY INVASIVE SPECIES SOCIETY	Issued	5	C	322.45
46979	09-Jan-2015	BRI001	BRINK'S CANADA LIMITED	Issued	5	C	326.48
46980	09-Jan-2015	BRI002	BRITISH COLUMBIA ASSOCIATION OF EMERGENCY	Issued	5	C	100.00
46981	09-Jan-2015	BRO180	BROWN, JO ANNE	Issued	5	C	34.00
46982	09-Jan-2015	BVC001	BV COMMUNICATIONS LTD.	Issued	5	C	3,201.37
46983	09-Jan-2015	CAL050	CAL-GAS	Issued	5	C	829.54
46984	09-Jan-2015	CAN003	CANADIAN ASSOCIATION OF FIRE CHIEFS	Issued	5	C	275.10
46985	09-Jan-2015	CAN014	CANADA SAFETY EQUIPMENT LTD.	Issued	5	C	63.05
46986	09-Jan-2015	CAN024	CANCADD IMAGING SOLUTIONS LTD.	Issued	5	C	405.84
46987	09-Jan-2015	CAN035	CANADIAN SPRINGS	Issued	5	C	207.17
46988	09-Jan-2015	CAN150	CANADIAN TIRE ASSOCIATE STORE #665	Issued	5	C	439.27
46989	09-Jan-2015	CAN170	CANADA POST CORP	Issued	5	C	1,355.79
46990	09-Jan-2015	CAN560	CANADIAN LINEN AND UNIFORM SERVICE	Issued	5	C	193.81
46991	09-Jan-2015	CAR012	CARO ANALYTICAL SERVICES	Issued	5	C	1,999.41
46992	09-Jan-2015	CHA210	CHARTERED PROFESSIONAL ACCOUNTANTS	Issued	5	C	106.40
46993	09-Jan-2015	CHE050	CHERRY HILL COFFEE INC.	Issued	5	C	167.55
46994	09-Jan-2015	CHE090	CHEROT, MICHELE	Issued	5	C	33.92
46995	09-Jan-2015	CHR019	CHRISTINA LAKE CABINET CO.	Issued	5	C	2,712.50
46996	09-Jan-2015	CIB010	CIBC VISA	Issued	5	C	13,312.64
46997	09-Jan-2015	COL017	COLBACHINI, CHERYL ANN	Issued	5	C	119.50
46998	09-Jan-2015	COL024	COLUMBIA TRUCK CENTERS	Issued	5	C	445.55
46999	09-Jan-2015	COL090	COLUMBIA RECYCLE	Issued	5	C	670.00
47000	09-Jan-2015	COM013	COMMERCIAL SOLUTIONS INC.	Issued	5	C	9,022.69
47001	09-Jan-2015	COM020	COMMISSIONAIRES BRITISH COLUMBIA	Issued	5	C	9,030.00
47002	09-Jan-2015	COM170	COMMUNITY FUTURES BOUNDARY	Issued	5	C	1,086.00
47003	09-Jan-2015	COM220	COMMERCIAL MAINTENANCE CHEMICAL CO.	Issued	5	C	995.00
47004	09-Jan-2015	CON150	CONNECT HEARING	Issued	5	C	490.00
47005	09-Jan-2015	COO120	COOMBS, NORMAN TERRY	Issued	5	C	250.00
47006	09-Jan-2015	COR010	CORAL ENVIRONMENTS LTD.	Issued	5	C	180.60
47007	09-Jan-2015	COR100	CORDILLERAN ECOLOGICAL	Issued	5	C	6,142.50
47008	09-Jan-2015	CRA025	CRATEX CONTAINER SALES & RENTALS	Issued	5	C	1,680.00
47009	09-Jan-2015	CSC010	CSCS	Issued	5	C	519.75
47010	09-Jan-2015	DAN100	D'ANDREA, KEITH	Issued	5	C	106.91
47011	09-Jan-2015	DEL070	DELL CANADA INC	Issued	5	C	1,120.00
47012	09-Jan-2015	DEL080	DE LAGE LANDEN FINANCIAL SERVICES CAN	Issued	5	C	655.20
47013	09-Jan-2015	DUN090	DUNNEBACKE, MARJORIE	Issued	5	C	12.53
47014	09-Jan-2015	ENO010	ENORMOUS PRODUCTIONS	Issued	5	C	630.00
47015	09-Jan-2015	ENV010	ENVIRONMENTAL OPERATORS CERTIFICATION	Issued	5	C	231.00
47016	09-Jan-2015	EVE050	NEIL, EVERETT C	Issued	5	C	94.85
47017	09-Jan-2015	FED080	FEDERICO, LEN	Issued	5	C	250.00

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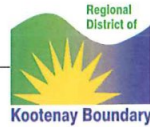
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47018	09-Jan-2015	FER001	FERRARO FOODS	Issued	5	C	73.50
47019	09-Jan-2015	FER150	FERGUSON, CAM	Issued	5	C	253.77
47020	09-Jan-2015	FIR060	FIRE PREVENTION OFFICERS ASSOCIATION	Issued	5	C	78.75
47021	09-Jan-2015	FLE015	FLEETCOR CANADA MASTERCARD	Issued	5	C	3,129.55
47022	09-Jan-2015	FLE015	FLEETCOR CANADA MASTERCARD	Issued	5	C	989.15
47023	09-Jan-2015	FOR010	FORTISBC - ELECTRICITY	Issued	5	C	28,054.04
47024	09-Jan-2015	FOR040	FORTIS BC - NATURAL GAS	Issued	5	C	10,828.71
47025	09-Jan-2015	GAI010	GAIA PRINCIPLES IPM SERVICES	Issued	5	C	210.00
47026	09-Jan-2015	GES010	SONEPAR CANADA INC - GESCAN WEST	Issued	5	C	15.68
47027	09-Jan-2015	GIL140	GILROYED, WAYNE	Issued	5	C	725.00
47028	09-Jan-2015	GOL100	GOLDSBURY, CORRIE	Issued	5	C	262.87
47029	09-Jan-2015	GOM010	GOMEZ, TOM	Issued	5	C	250.00
47030	09-Jan-2015	GRA010	CITY OF GRAND FORKS	Issued	5	C	1,090.90
47031	09-Jan-2015	GRA050	GRAND FORKS HOME HARDWARE	Issued	5	C	58.09
47032	09-Jan-2015	GRA055	GRAND FORKS RENOVATION CENTRE LTD.	Issued	5	C	537.60
47033	09-Jan-2015	GRA140	GRANTON MOTORS LTD	Issued	5	C	1,285.82
47034	09-Jan-2015	GRA170	GRAND FORKS PUBLIC LIBRARY	Issued	5	C	86,500.00
47035	09-Jan-2015	GRA501	GRANT, RYAN	Issued	5	C	350.00
47036	09-Jan-2015	GRE018	GREY, MATTHEW	Issued	5	C	136.59
47037	09-Jan-2015	GRE030	GREYHOUND COURIER EXPRESS	Issued	5	C	207.15
47038	09-Jan-2015	GRE080	GRESLEY-JONES, KEN	Issued	5	C	150.00
47039	09-Jan-2015	GUI001	GUILLEVIN INTERNATIONAL INC.	Issued	5	C	3,619.54
47040	09-Jan-2015	GUY010	GUY, JUDITH	Issued	5	C	58.86
47041	09-Jan-2015	HAC020	HACH SALES AND SERVICE CANADA LTD.	Issued	5	C	1,249.74
47042	09-Jan-2015	HAL010	HALL PRINTING	Issued	5	C	397.30
47043	09-Jan-2015	HAL060	HALL'S BASICS & GIFTS LTD	Issued	5	C	282.33
47044	09-Jan-2015	HAU020	HAUKAAS-CHANDLER, STEPHANIE	Issued	5	C	49.90
47045	09-Jan-2015	HEA080	HEAVEN, DONNEVA	Issued	5	C	350.00
47046	09-Jan-2015	HEP010	HEPBURN, LORRETTA	Issued	5	C	250.00
47047	09-Jan-2015	HIR010	HIRAM, JANICE	Issued	5	C	217.00
47048	09-Jan-2015	HOP030	HOPE, LOIS	Issued	5	C	74.85
47049	09-Jan-2015	HOS040	HOSKINS, PENNY	Issued	5	C	54.81
47050	09-Jan-2015	HSL010	HSL BUILDING MAINTENANCE	Issued	5	C	500.00
47051	09-Jan-2015	HUB020	HUB FIRE ENGINES & EQUIPMENT LTD.	Issued	5	C	463.13
47052	09-Jan-2015	IHA010	IHAS, JODI	Issued	5	C	22.45
47053	09-Jan-2015	INT017	INTERSTATE BATTERIES	Issued	5	C	66.81
47054	09-Jan-2015	INT180	INTERIOR TECHNICAL SERVICES LTD.	Issued	5	C	1,467.02
47055	09-Jan-2015	ISN010	ISNOR, AMANDA	Issued	5	C	157.16
47056	09-Jan-2015	JAR010	JARVIE, JEANNETTE	Issued	5	C	94.85
47057	09-Jan-2015	JES001	JESSE JAMES BOBCAT & LANDSCAPING	Issued	5	C	63.00
47058	09-Jan-2015	JJH010	J.J.H. ENTERPRISES	Issued	5	C	29.96
47059	09-Jan-2015	JOR050	JORGENSEN, CAITLYN	Issued	5	C	116.31
47060	09-Jan-2015	JUS010	JUSTICE INSTITUTE OF B.C.	Issued	5	C	540.00
47061	09-Jan-2015	KEN080	KENNY, JACK	Issued	5	C	74.85
47062	09-Jan-2015	KET170	KETTLE VALLEY WASTE LTD.	Issued	5	C	41,567.91
47063	09-Jan-2015	KLE020	KLEIN, MIRANDA	Issued	5	C	655.00
47064	09-Jan-2015	KOO200	KOOTENAY COFFEE COMPANY	Issued	5	C	588.00
47065	09-Jan-2015	KOO210	KOOTENAY VALLEY WATER CO.	Issued	5	C	23.85
47066	09-Jan-2015	KRA010	KRAGH, DOUGLAS J	Issued	5	C	23.60
47067	09-Jan-2015	KRE010	KREWSKI, DENIS	Issued	5	C	41.98
47068	09-Jan-2015	KUT010	KUTAJ, SPENCER A.B.	Issued	5	C	36.46
47069	09-Jan-2015	LAJ010	LAJEUNESSE, CARRIE L	Issued	5	C	33.57
47070	09-Jan-2015	LEA050	LEAVITT, BARBARA A	Issued	5	C	7.28

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Supplier : 084010 To ZUC010
 Cheque Dt. : 01-Jan-2015 To 31-Jan-2015
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Seq : Cheque No. Status : All
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Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
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47071	09-Jan-2015	LEX010	LEXISNEXIS CANADA INC.	Issued	5	C	191.63
47072	09-Jan-2015	LIB010	LIBERTY FOOD STORES	Issued	5	C	55.62
47073	09-Jan-2015	LIS020	LISA'S LAKESIDE BISTRO	Issued	5	C	935.36
47074	09-Jan-2015	LOO020	LOOMIS EXPRESS	Issued	5	C	27.40
47075	09-Jan-2015	LOR010	LORDCO PARTS LTD.	Issued	5	C	950.93
47076	09-Jan-2015	MAC240	MACLEAN, SHIRLEY	Issued	5	C	250.00
47077	09-Jan-2015	MAC250	MACDONALD, DON	Issued	5	C	92.95
47078	09-Jan-2015	MAI003	MAIN PLUMBING & HEATING	Issued	5	C	1,054.36
47079	09-Jan-2015	MAR006	MARINO WHOLESALE LTD.	Issued	5	C	971.34
47080	09-Jan-2015	MAR050	MARCOUX, DANIEL	Issued	5	C	303.23
47081	09-Jan-2015	MAT040	MATTEUCCI, MELISSA	Issued	5	C	42.09
47082	09-Jan-2015	MBL010	M.B. LABORATORIES LTD.	Issued	5	C	283.50
47083	09-Jan-2015	MCG080	MCGILP, CHRISTIE	Issued	5	C	350.00
47084	09-Jan-2015	MCK001	MCKAY, GRAHAM M.	Issued	5	C	19.99
47085	09-Jan-2015	MEA040	MEARL'S MACHINE WORKS LTD.	Issued	5	C	11,757.21
47086	09-Jan-2015	MIL160	MILLS OFFICE PRODUCTIVITY	Issued	5	C	213.64
47087	09-Jan-2015	MIN010	MINISTER OF FINANCE	Issued	5	C	16,273.21
47088	09-Jan-2015	MIN010	MINISTER OF FINANCE	Issued	5	C	14,332.50
47089	09-Jan-2015	MIN030	MINISTER OF FINANCE	Issued	5	C	10,291.00
47090	09-Jan-2015	MIN040	MINISTER OF FINANCE	Issued	5	C	753.86
47091	09-Jan-2015	MON010	VILLAGE OF MONTROSE	Issued	5	C	930.00
47092	09-Jan-2015	MUN050	MUNICIPAL INSURANCE ASSOC. OF B. C.	Issued	5	C	68,884.36
47093	09-Jan-2015	OKT010	OK TIRE STORE	Issued	5	C	73.15
47094	09-Jan-2015	OME040	OMEGA COMMUNICATIONS LTD.	Issued	5	C	1,325.52
47095	09-Jan-2015	PAC020	PACIFIC BLUE CROSS	Issued	5	C	33,672.60
47096	09-Jan-2015	PAR140	PARTRIDGE, JIM	Issued	5	C	121.73
47097	09-Jan-2015	PES010	PESUT, BRYON	Issued	5	C	1,470.00
47098	09-Jan-2015	PET010	PETRO CANADA	Issued	5	C	5,067.77
47099	09-Jan-2015	PET090	PETERS, KERI	Issued	5	C	11.80
47100	09-Jan-2015	PHI060	PHILIPZYK, LAURIE	Issued	5	C	73.34
47101	09-Jan-2015	PJS010	PJS SYSTEMS INC.	Issued	5	C	65,104.51
47102	09-Jan-2015	PLA020	PLANNING INSTITUTE OF BC	Issued	5	C	530.00
47103	09-Jan-2015	PLA100	PLANET CLEAN	Issued	5	C	564.44
47104	09-Jan-2015	POI040	POIRIER, BRENDA	Issued	5	C	8.46
47105	09-Jan-2015	POS050	POSTMUS, ADAM	Issued	5	C	42.09
47106	09-Jan-2015	POW060	POWER KELLY "IN TRUST"	Issued	5	C	44.80
47107	09-Jan-2015	PRA040	PRAXAIR DISTRIBUTION	Issued	5	C	409.63
47108	09-Jan-2015	PUR020	PUROLATOR COURIER LTD.	Issued	5	C	49.14
47109	09-Jan-2015	RAC010	RACE TRAC FUELS	Issued	5	C	642.16
47110	09-Jan-2015	REC010	RECEIVER GENERAL FOR CANADA	Issued	5	C	79,681.88
47111	09-Jan-2015	REC080	RECYCLING COUNCIL OF B.C.	Issued	5	C	175.00
47112	09-Jan-2015	RED060	RED MOUNTAIN RACERS	Issued	5	C	13,593.16
47113	09-Jan-2015	RIB010	RIB N' ROLLS MAINTech	Issued	5	C	79.64
47114	09-Jan-2015	RJA010	RJAMES MANAGEMENT GROUP	Issued	5	C	5.65
47115	09-Jan-2015	ROS440	ROSSLAND COLLISION LTD.	Issued	5	C	864.92
47116	09-Jan-2015	SAR020	SARSONS, JEFF	Issued	5	C	250.00
47117	09-Jan-2015	SCH360	SCHIESSER, ROY JOHN	Issued	5	C	250.00
47118	09-Jan-2015	SEC030	SECURE BY DESIGN	Issued	5	C	44.80
47119	09-Jan-2015	SEL040	SELKIRK COLLEGE (CASTLEGAR)	Issued	5	C	6,300.00
47120	09-Jan-2015	SHA030	SHAW CABLE	Issued	5	C	559.52
47121	09-Jan-2015	SOC030	SOCAN	Issued	5	C	109.53
47122	09-Jan-2015	SPC010	SOCIETY FOR PREVENTION OF CRUELTY TC	Issued	5	C	7,437.00
47123	09-Jan-2015	SWA100	SWANKHUIZEN, MARLISE	Issued	5	C	25.06

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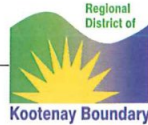
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Bank : 1 CIBC Bank - General							
47124	09-Jan-2015	SWE005	SWEET, FRANK	Issued	5	C	230.48
47125	09-Jan-2015	TAC010	TACHE, JODI T	Issued	5	C	110.48
47126	09-Jan-2015	TAN020	TANESCU, GABRIEZA	Issued	5	C	250.00
47127	09-Jan-2015	TAY090	TAYLOR, ANDREW	Issued	5	C	165.20
47128	09-Jan-2015	TEE020	TEES, KRISTAL	Issued	5	C	12.53
47129	09-Jan-2015	TEL001	TELUS COMMUNICATIONS (B.C.) INC.	Issued	5	C	14,079.18
47130	09-Jan-2015	TEL050	TELUS SERVICES INC.	Issued	5	C	6,154.07
47131	09-Jan-2015	THE410	THE BOUNDARY SENTINEL	Issued	5	C	200.00
47132	09-Jan-2015	THO180	THOMPSON, DONALD	Issued	5	C	250.00
47133	09-Jan-2015	THO190	THOMAS, CHRISTA	Issued	5	C	57.79
47134	09-Jan-2015	TOM040	TOMASHEWSKY, ROSANNE	Issued	5	C	39.00
47135	09-Jan-2015	TOW020	TOWNSEND, RENICE V.	Issued	5	C	92.30
47136	09-Jan-2015	TRA010	THE CITY OF TRAIL	Issued	5	C	101.16
47137	09-Jan-2015	TRA020	TRAIL CLEANERS & LAUNDRY LTD.	Issued	5	C	41.92
47138	09-Jan-2015	TRA029	TRAIL COFFEE & TEA COMPANY	Issued	5	C	20.00
47139	09-Jan-2015	TRA240	TRAIL HOME HARDWARE BUILDING CENTRE	Issued	5	C	55.98
47140	09-Jan-2015	TRO070	TROY LIFE & FIRE SAFETY LTD.	Issued	5	C	1,507.80
47141	09-Jan-2015	UNI010	UNITED RENTALS OF CANADA INC.	Issued	5	C	1,217.48
47142	09-Jan-2015	UTG010	UTGAREN, VAL	Issued	5	C	23.76
47143	09-Jan-2015	VAB010	VAB ENTERPRISES	Issued	5	C	682.50
47144	09-Jan-2015	VAD010	VADIM COMPUTER MANAGEMENT GROUP LT	Issued	5	C	15,903.27
47145	09-Jan-2015	VAL020	VALKYRIE LAW GROUP LLP	Issued	5	C	8,322.25
47146	09-Jan-2015	VAL130	VALLIN	Issued	5	C	1,643.42
47147	09-Jan-2015	VAN002	VANCOUGHNETT, DANIEL J.	Issued	5	C	18.60
47148	09-Jan-2015	VAN130	VAN OOYEN, GERIE S.	Issued	5	C	396.98
47149	09-Jan-2015	VAN140	VAN HEMERT JV	Issued	5	C	63.00
47150	09-Jan-2015	VIS050	VISTA RADIO LTD.	Issued	5	C	1,429.84
47151	09-Jan-2015	VIT001	VITALAIRE	Issued	5	C	536.69
47152	09-Jan-2015	WAG030	WAGNER, KEN	Issued	5	C	83.99
47153	09-Jan-2015	WAG040	WAGNER, ROBERT	Issued	5	C	250.00
47154	09-Jan-2015	WAL080	WAL MART CANADA CORP	Issued	5	C	105.91
47155	09-Jan-2015	WAL090	WALKER, SARAH KELLY	Issued	5	C	162.95
47156	09-Jan-2015	WAL230	WALTS, MIKE	Issued	5	C	1,101.14
47157	09-Jan-2015	WAN050	WANETA AUTO AND EQUIPMENT REPAIR INC	Issued	5	C	1,883.30
47158	09-Jan-2015	WAT120	WATERHOUSE ENVIRONMENTAL SERVICES	Issued	5	C	6,944.00
47159	09-Jan-2015	WES100	WESCO	Issued	5	C	463.68
47160	09-Jan-2015	WHI100	WHITEHEAD, MARTIN	Issued	5	C	170.00
47161	09-Jan-2015	WIR020	WIRSCH, LARRY E	Issued	5	C	67.14
47162	09-Jan-2015	WOR140	WORSNOP, LINDSEY	Issued	5	C	45.01
47163	09-Jan-2015	YOU080	YOUR DOLLAR STORE WITH MORE 180	Issued	5	C	23.19
47170	15-Jan-2015	GEE020	GEE, VICKI LYNN	Issued	12	C	758.64
47171	15-Jan-2015	MCG002	MCGREGOR, GRACE	Issued	12	C	539.20
47172	15-Jan-2015	RUS010	RUSSELL, ROLY	Issued	12	C	717.36
47173	15-Jan-2015	WOR100	WORLEY, LINDA	Issued	12	C	364.56
47174	16-Jan-2015	A2Z010	A2Z ARENA PRODUCTS LTD.	Issued	13	C	1,888.17
47175	16-Jan-2015	ABE030	ABELL PEST CONTROL	Issued	13	C	963.90
47176	16-Jan-2015	ACC050	ACCURAALARMS SECURITY SERVICE	Issued	13	C	204.75
47177	16-Jan-2015	ACE010	A.C.E. COURIER SERVICES	Issued	13	C	145.97
47178	16-Jan-2015	ACK020	ACKLANDS-GRAINGER INC.	Issued	13	C	476.15
47179	16-Jan-2015	AIR001	AIR LIQUIDE CANADA INC.	Issued	13	C	21.88
47180	16-Jan-2015	ALP002	ALPINE SIGNS & GRAPHICS	Issued	13	C	67.20
47181	16-Jan-2015	ALP030	ALPINE DISPOSAL & RECYCLING	Issued	13	C	33,351.69
47182	16-Jan-2015	ASS020	ASSOC. OF KOOTENAY & BOUNDARY LOCAL	Issued	13	C	3,567.99

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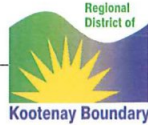
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Seq : Cheque No. Status : All
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Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
Bank : 1	CIBC Bank - General						
47183	16-Jan-2015	ATS001	AT SOURCE RECYCLING SYSTEMS CORP.	Issued	13	C	761.60
47184	16-Jan-2015	AVI010	AVIS, DIANA	Issued	13	C	33.57
47185	16-Jan-2015	BEA014	BEAVERDELL COMMUNITY CLUB	Issued	13	C	200.00
47186	16-Jan-2015	BEA038	BEATTIE, LEAH	Issued	13	C	33.57
47187	16-Jan-2015	BEL020	BELLA TIRE SERVICE CENTRE LTD.	Issued	13	C	278.19
47188	16-Jan-2015	BIG050	BIG WHITE CENTRAL RESERVATIONS LTD.	Issued	13	C	901.60
47189	16-Jan-2015	BIS020	BISARO, DONNA	Issued	13	C	25.06
47190	16-Jan-2015	BLA050	BLACK PRESS GROUP LTD.	Issued	13	C	790.40
47191	16-Jan-2015	BLA060	BLAIR SPORTS WEAR	Issued	13	C	4,329.64
47192	16-Jan-2015	BOU010	BOUNDARY ELECTRIC(1985) LTD.	Issued	13	C	42.26
47193	16-Jan-2015	BOU070	BOUNDARY HOME BUILDING CENTRE	Issued	13	C	25.03
47194	16-Jan-2015	BOU460	BOUNDARY EXCAVATING	Issued	13	C	105.00
47195	16-Jan-2015	BRA030	BRANDT TRACTOR	Issued	13	C	483.62
47196	16-Jan-2015	BRE090	BREDBECK, HAROLD	Issued	13	C	277.46
47197	16-Jan-2015	BRI050	BRIDESVILLE COMMUNITY CLUB	Issued	13	C	200.00
47198	16-Jan-2015	BRU010	BRUNT, DAVID GARETH	Issued	13	C	99.47
47199	16-Jan-2015	BRY090	BRYANT, DEAN	Issued	13	C	90.00
47200	16-Jan-2015	BUC030	BUCKLAND & TAYLOR LTD. BRIDGE ENGINEE	Issued	13	C	2,987.99
47201	16-Jan-2015	BVC001	BV COMMUNICATIONS LTD.	Issued	13	C	55.95
47202	16-Jan-2015	BVT010	BV TOOL RENTALS (2011) LTD.	Issued	13	C	26.69
47203	16-Jan-2015	CAN150	CANADIAN TIRE ASSOCIATE STORE #665	Issued	13	C	270.18
47204	16-Jan-2015	CAN170	CANADA POST CORP	Issued	13	C	76.95
47205	16-Jan-2015	CAN560	CANADIAN LINEN AND UNIFORM SERVICE	Issued	13	C	134.30
47206	16-Jan-2015	CAS240	CASCADE PRO ELECTRIC INC.	Issued	13	C	17,365.52
47207	16-Jan-2015	CHR010	CHRISTINA LAKE COMMUNITY ASSOCIATION	Issued	13	C	240.00
47208	16-Jan-2015	CHR440	CHRISTINA GATEWAY DEVELOPMENT ASSO	Issued	13	C	13,750.00
47209	16-Jan-2015	CIE020	CI EXCAVATING	Issued	13	C	2,567.25
47210	16-Jan-2015	CIN001	CINTAS THE UNIFORM PEOPLE	Issued	13	C	46.89
47211	16-Jan-2015	CIV020	CIVICINFO BC	Issued	13	C	786.45
47212	16-Jan-2015	CLE050	CLEARTECH INDUSTRIES	Issued	13	C	1,885.29
47213	16-Jan-2015	COL017	COLBACHINI, CHERYL ANN	Issued	13	C	119.50
47214	16-Jan-2015	COL390	COLUMBIA BASIN BROADBAND CORPORATIO	Issued	13	C	1,120.00
47215	16-Jan-2015	COM025	COMMERCIAL TRUCK & EQUIPMENT CO.	Issued	13	C	969.62
47216	16-Jan-2015	DEA025	DEADMARSH, KENNY, S.	Issued	13	C	11.97
47217	16-Jan-2015	DOE020	DOELL PHOTO	Issued	13	C	988.96
47218	16-Jan-2015	DRE030	DREXLER COMPUTER SYSTEMS	Issued	13	C	168.00
47219	16-Jan-2015	EAR020	EARTH MANAGEMENT LTD.	Issued	13	C	4,464.48
47220	16-Jan-2015	FAI030	FAIRBANK ARCHITECTS LTD	Issued	13	C	594.69
47221	16-Jan-2015	FDM010	FDM SOFTWARE LTD.	Issued	13	C	37,589.66
47222	16-Jan-2015	FED020	FEDERATED CO-OPERATIVES LTD.	Issued	13	C	941.55
47223	16-Jan-2015	FER001	FERRARO FOODS	Issued	13	C	12.89
47224	16-Jan-2015	FER130	FERRARO, BRIDGET	Issued	13	C	28.57
47225	16-Jan-2015	FIB001	FIBRE TECH	Issued	13	C	6,636.91
47226	16-Jan-2015	FOR010	FORTISBC - ELECTRICITY	Issued	13	C	488.75
47227	16-Jan-2015	FOR040	FORTIS BC - NATURAL GAS	Issued	13	C	9,206.67
47228	16-Jan-2015	FOU080	FOUR STAR COMMUNICATIONS INC.	Issued	13	C	205.80
47229	16-Jan-2015	FRU010	THE VILLAGE OF FRUITVALE	Issued	13	C	2,711.00
47230	16-Jan-2015	FRU020	FRUITVALE CO-OP	Issued	13	C	150.00
47231	16-Jan-2015	GAIO10	GAIA PRINCIPLES IPM SERVICES	Issued	13	C	52.50
47232	16-Jan-2015	GES010	SONEPAR CANADA INC - GESCAN WEST	Issued	13	C	495.75
47233	16-Jan-2015	GIR020	GIROLAMI, RENE	Issued	13	C	42.09
47234	16-Jan-2015	GLO060	GLOWA, GARRY	Issued	13	C	52.00
47235	16-Jan-2015	GON020	GONZALEZ, DIANA	Issued	13	C	130.85

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 Medium : M=Manual C=Computer E=EFT-PA

Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
Bank : 1 CIBC Bank - General							
47236	16-Jan-2015	GRA010	CITY OF GRAND FORKS	Issued	13	C	33,227.76
47237	16-Jan-2015	GRA023	GRAND FORKS CONCRETE AND GRAVEL LTD	Issued	13	C	784.88
47238	16-Jan-2015	GRA044	GRAYSON, TRACEY	Issued	13	C	22.00
47239	16-Jan-2015	GRA050	GRAND FORKS HOME HARDWARE	Issued	13	C	127.38
47240	16-Jan-2015	GRE005	GREENWOOD PUBLIC LIBRARY	Issued	13	C	300.00
47241	16-Jan-2015	GRE010	THE CITY OF GREENWOOD	Issued	13	C	783.00
47242	16-Jan-2015	GRE030	GREYHOUND COURIER EXPRESS	Issued	13	C	176.93
47243	16-Jan-2015	GRE070	GREENWOOD RECREATION COMMISSION	Issued	13	C	400.00
47244	16-Jan-2015	GUI001	GUILLEVIN INTERNATIONAL INC.	Issued	13	C	412.83
47245	16-Jan-2015	HAL010	HALL PRINTING	Issued	13	C	858.27
47246	16-Jan-2015	HAL060	HALL'S BASICS & GIFTS LTD	Issued	13	C	287.63
47247	16-Jan-2015	HAL110	HALL, MARY	Issued	13	C	229.47
47248	16-Jan-2015	HAR008	HART, MELISSA	Issued	13	C	23.29
47249	16-Jan-2015	HAR230	HARKNESS, CELIA	Issued	13	C	94.85
47250	16-Jan-2015	HOM025	HOMER, ELFRIEDE	Issued	13	C	42.09
47251	16-Jan-2015	IMP020	IMPERIAL OIL LIMITED	Issued	13	C	350.73
47252	16-Jan-2015	INL070	INLAND ALLCARE	Issued	13	C	5,511.69
47253	16-Jan-2015	INN010	INNOV 8 DS DIGITAL SOLUTIONS	Issued	13	C	111.46
47254	16-Jan-2015	ISL030	ISL ENGINEERING AND LAND SERVICES LTD	Issued	13	C	154,873.83
47255	16-Jan-2015	JON025	JONES, SHIRLEY	Issued	13	C	33.57
47256	16-Jan-2015	JSM020	J & S MULTI-SERVICES	Issued	13	C	2,075.07
47257	16-Jan-2015	KET002	KETTLE RIVER MUSEUM SOCIETY	Issued	13	C	400.00
47258	16-Jan-2015	KET010	KETTLE RIVER ECHO	Issued	13	C	25.00
47259	16-Jan-2015	KET030	KETTLE RIVER RECREATION COMMITTEE	Issued	13	C	200.00
47260	16-Jan-2015	KET170	KETTLE VALLEY WASTE LTD.	Issued	13	C	182.65
47261	16-Jan-2015	KLI010	KLICK, LOUISE	Issued	13	C	74.85
47262	16-Jan-2015	KON001	KONE INC.	Issued	13	C	219.30
47263	16-Jan-2015	KOO045	KOOTENAY COMMUNICATIONS LTD.	Issued	13	C	3,780.00
47264	16-Jan-2015	KOO210	KOOTENAY VALLEY WATER CO.	Issued	13	C	194.05
47265	16-Jan-2015	LIF010	LIFESAVING SOCIETY	Issued	13	C	110.00
47266	16-Jan-2015	LIN100	LIND, STEPHANIE	Issued	13	C	52.00
47267	16-Jan-2015	LIS010	LISTOWEL TROPHIES AND ENGRAVING	Issued	13	C	18.80
47268	16-Jan-2015	LOR010	LORDCO PARTS LTD.	Issued	13	C	1,952.59
47269	16-Jan-2015	MAI110	MAILEY, MIKE	Issued	13	C	42.09
47270	16-Jan-2015	MAR006	MARINO WHOLESALE LTD.	Issued	13	C	265.80
47271	16-Jan-2015	MAR110	MARK'S B2B	Issued	13	C	45.64
47272	16-Jan-2015	MCA040	MCALPINE, BRETT	Issued	13	C	22.00
47273	16-Jan-2015	MCG090	MCGILL, RAY	Issued	13	C	600.00
47274	16-Jan-2015	MCL015	MCLEOD, BRENDA	Issued	13	C	29.52
47275	16-Jan-2015	MID010	VILLAGE OF MIDWAY	Issued	13	C	968.00
47276	16-Jan-2015	MID040	MIDWAY COMMUNITY CLUB	Issued	13	C	200.00
47277	16-Jan-2015	MID070	MIDWAY PUBLIC LIBRARY	Issued	13	C	300.00
47278	16-Jan-2015	MID130	MIDWAY CURLING CLUB	Cancelled	13	C	0.00
47279	16-Jan-2015	MIL160	MILLS OFFICE PRODUCTIVITY	Issued	13	C	542.70
47280	16-Jan-2015	MIN040	MINISTER OF FINANCE	Issued	13	C	538.93
47281	16-Jan-2015	MIS040	MISA BC	Issued	13	C	241.50
47282	16-Jan-2015	MMM001	MMM GROUP LIMITED	Issued	13	C	2,835.00
47283	16-Jan-2015	MON010	VILLAGE OF MONTROSE	Issued	13	C	1,882.00
47284	16-Jan-2015	MON060	MONCRIEF, BRENDA M	Issued	13	C	52.00
47285	16-Jan-2015	NAT090	NATIONAL EDUCATION CONSULTING INC.	Issued	13	C	1,015.88
47286	16-Jan-2015	NIC060	NICHOL, JEFF	Issued	13	C	44.45
47287	16-Jan-2015	NIC070	NICOLL, JENNIFER	Issued	13	C	124.76
47288	16-Jan-2015	OKT010	OK TIRE STORE	Issued	13	C	2,632.00

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Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
Bank : 1 CIBC Bank - General							
47289	16-Jan-2015	PAS060	THE PASTRY SHOP	Issued	13	C	136.80
47290	16-Jan-2015	PIN040	PINEGROVE AUTO & SMALL ENGINE REPAIR	Issued	13	C	173.60
47291	16-Jan-2015	POW100	POWER TECH ELECTRIC LTD.	Issued	13	C	138.61
47292	16-Jan-2015	PUR020	PUROLATOR COURIER LTD.	Issued	13	C	100.83
47293	16-Jan-2015	QUI010	QUICKSCRIBE SERVICES LTD.	Issued	13	C	114.45
47294	16-Jan-2015	REC010	RECEIVER GENERAL FOR CANADA	Issued	13	C	199,677.64
47295	16-Jan-2015	RIC010	RICOH CANADA INC.	Issued	13	C	6,069.18
47296	16-Jan-2015	RID010	RIDGETOP MEAT PIES	Issued	13	C	7,049.00
47297	16-Jan-2015	RIT030	RITCHIE, NICOLE	Issued	13	C	19.77
47298	16-Jan-2015	ROC050	ROCKY MOUNTAIN AGENCIES	Issued	13	C	738.39
47299	16-Jan-2015	ROS450	ROSS, ANDREA	Issued	13	C	25.06
47300	16-Jan-2015	SCH012	SCHOOTSTRA, SARAH	Issued	13	C	22.00
47301	16-Jan-2015	SEC040	SECURIGUARD SERVICES LIMITED	Issued	13	C	20,603.73
47302	16-Jan-2015	SEL010	SELECT OFFICE PRODUCTS	Issued	13	C	200.50
47303	16-Jan-2015	SFE010	SFE LTD.	Issued	13	C	5,260.50
47304	16-Jan-2015	SHA030	SHAW CABLE	Issued	13	C	204.86
47305	16-Jan-2015	SIU020	SIU, QIAO LING	Issued	13	C	539.53
47306	16-Jan-2015	SOC030	SOCAN	Issued	13	C	401.43
47307	16-Jan-2015	SPR030	SPRING FUEL DISTRIBUTORS INC.	Issued	13	C	127.23
47308	16-Jan-2015	STE130	STERICYCLE COMMUNICATION SOLUTIONS	Issued	13	C	717.27
47309	16-Jan-2015	SUN007	SUNRISE MEDIA	Issued	13	C	400.00
47310	16-Jan-2015	SUP030	SUPERIOR PROPANE INC.	Issued	13	C	1,009.08
47311	16-Jan-2015	TDC020	TD CANADA TRUST	Issued	13	C	3,992.21
47312	16-Jan-2015	TEA020	TEASDALE, BRYAN	Issued	13	C	12.53
47313	16-Jan-2015	TEL001	TELUS COMMUNICATIONS (B.C.) INC.	Issued	13	C	1,937.33
47314	16-Jan-2015	THE410	THE BOUNDARY SENTINEL	Issued	13	C	100.00
47315	16-Jan-2015	TRA010	THE CITY OF TRAIL	Issued	13	C	18,600.00
47316	16-Jan-2015	TRA029	TRAIL COFFEE & TEA COMPANY	Issued	13	C	10.00
47317	16-Jan-2015	TRA240	TRAIL HOME HARDWARE BUILDING CENTRE	Issued	13	C	66.66
47318	16-Jan-2015	VEC010	VECCHIO, JASON	Issued	13	C	167.56
47319	16-Jan-2015	VEL020	VELTRI, SALLY	Issued	13	C	131.19
47320	16-Jan-2015	VIC007	VICOM DESIGN INC.	Issued	13	C	1,785.00
47321	16-Jan-2015	VIS050	VISTA RADIO LTD.	Issued	13	C	758.10
47322	16-Jan-2015	VOL020	VOLUNTEER FIREFIGHTER'S FOUNDATION F	Issued	13	C	400.00
47323	16-Jan-2015	WAL080	WAL MART CANADA CORP	Issued	13	C	155.96
47324	16-Jan-2015	WAL090	WALKER, SARAH KELLY	Issued	13	C	60.00
47325	16-Jan-2015	WAR020	VILLAGE OF WARFIELD	Issued	13	C	4,529.00
47326	16-Jan-2015	WAS010	WASTE MANAGEMENT	Issued	13	C	483.93
47327	16-Jan-2015	WAT020	WATER PURE AND SIMPLE	Issued	13	C	160.00
47328	16-Jan-2015	WES016	WESTBRIDGE RECREATION SOCIETY	Issued	13	C	200.00
47329	16-Jan-2015	WUR010	WURFLINGER, JOHN & WENDY	Issued	13	C	67.14
47330	16-Jan-2015	XER010	XEROX CANADA LTD.	Issued	13	C	32.53
47331	16-Jan-2015	YRW010	Y & R WATER SALES & SERVICE INC.	Issued	13	C	12.48
47332	19-Jan-2015	WOR010	WORKER'S COMPENSATION BOARD OF BC	Issued	14	C	27,249.81
47333	22-Jan-2015	ACE010	A.C.E. COURIER SERVICES	Issued	24	C	31.57
47334	22-Jan-2015	ALD010	ALDERSON, CLAYTON G	Issued	24	C	240.00
47335	22-Jan-2015	ALP002	ALPINE SIGNS & GRAPHICS	Issued	24	C	526.40
47336	22-Jan-2015	ALP030	ALPINE DISPOSAL & RECYCLING	Issued	24	C	15,390.91
47337	22-Jan-2015	ANS050	ANSELMO, RUSSELL	Issued	24	C	74.85
47338	22-Jan-2015	APL010	A-PLUS ELECTRIC	Issued	24	C	20,167.88
47339	22-Jan-2015	BIG130	BIG WHITE ELECTRICAL LTD.	Issued	24	C	352.41
47340	22-Jan-2015	BOU017	BOUNDARY INVASIVE SPECIES SOCIETY	Issued	24	C	1,000.54
47341	22-Jan-2015	BOU270	BOUNDARY DISTRICT CURLING CLUB	Issued	24	C	500.00

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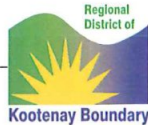
Date : Feb 12, 2015

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Supplier : 084010 To ZUC010
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 Bank : 1 - CIBC Bank - General

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Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
Bank : 1 CIBC Bank - General							
47342	22-Jan-2015	BOU320	BOUTIN, KYLE	Issued	24	C	332.72
47343	22-Jan-2015	BRO007	BROOKS, PHIL	Issued	24	C	74.85
47344	22-Jan-2015	BVC001	BV COMMUNICATIONS LTD.	Issued	24	C	878.08
47345	22-Jan-2015	CAN014	CANADA SAFETY EQUIPMENT LTD.	Issued	24	C	186.32
47346	22-Jan-2015	CAS016	CASCADES RECOVERY INC.	Issued	24	C	3,351.89
47347	22-Jan-2015	CAS240	CASCADE PRO ELECTRIC INC.	Issued	24	C	11,894.68
47348	22-Jan-2015	CHA020	CHAMPION CHEVROLET	Issued	24	C	585.40
47349	22-Jan-2015	CHR400	CHRISTINA WATERWORKS DISTRICT	Issued	24	C	620.00
47350	22-Jan-2015	CHR440	CHRISTINA GATEWAY DEVELOPMENT ASSO	Issued	24	C	100.00
47351	22-Jan-2015	CHR440	CHRISTINA GATEWAY DEVELOPMENT ASSO	Issued	24	C	20,000.00
47352	22-Jan-2015	CIN001	CINTAS THE UNIFORM PEOPLE	Issued	24	C	46.89
47353	22-Jan-2015	COL024	COLUMBIA TRUCK CENTERS	Issued	24	C	136.68
47354	22-Jan-2015	COM014	COMO, DAVID K	Issued	24	C	240.00
47355	22-Jan-2015	COM020	COMMISSIONAIRES BRITISH COLUMBIA	Issued	24	C	9,030.00
47356	22-Jan-2015	COO110	COOKE, JOAN	Issued	24	C	74.85
47357	22-Jan-2015	COR130	CORMACK, CHRISTOPHER	Issued	24	C	89.82
47358	22-Jan-2015	COU010	COUNTERFORCE INC.	Issued	24	C	226.80
47359	22-Jan-2015	DEA060	DEAN, DONNA	Issued	24	C	583.55
47360	22-Jan-2015	DEP020	DEPELLEGRIN, LEE	Issued	24	C	240.00
47361	22-Jan-2015	FAI030	FAIRBANK ARCHITECTS LTD	Issued	24	C	800.63
47362	22-Jan-2015	FER003	FERRABY, GREG	Issued	24	C	240.00
47363	22-Jan-2015	FIR080	FIRE CHIEFS' ASSOCIATION OF BRITISH COL	Issued	24	C	1,570.00
47364	22-Jan-2015	FOR010	FORTISBC - ELECTRICITY	Issued	24	C	3,050.83
47365	22-Jan-2015	FOR040	FORTIS BC - NATURAL GAS	Issued	24	C	956.43
47366	22-Jan-2015	FRI100	FRITO LAY CANADA	Issued	24	C	75.27
47367	22-Jan-2015	GAL020	GALLAMORE, GLEN	Issued	24	C	240.00
47368	22-Jan-2015	GES010	SONEPAR CANADA INC - GESCAN WEST	Issued	24	C	39.50
47369	22-Jan-2015	GLE040	GLENMERRY GLASS LTD.	Issued	24	C	601.44
47370	22-Jan-2015	GRA010	CITY OF GRAND FORKS	Issued	24	C	3,253.70
47371	22-Jan-2015	GRA023	GRAND FORKS CONCRETE AND GRAVEL LTI	Issued	24	C	241.51
47372	22-Jan-2015	GRE080	GRESLEY-JONES, KEN	Issued	24	C	600.00
47373	22-Jan-2015	GRI010	GRIEVE, ALI K.	Issued	24	C	44.00
47374	22-Jan-2015	GUI001	GUILLEVIN INTERNATIONAL INC.	Issued	24	C	218.29
47375	22-Jan-2015	HAL010	HALL PRINTING	Issued	24	C	414.40
47376	22-Jan-2015	HAL060	HALL'S BASICS & GIFTS LTD	Issued	24	C	89.20
47377	22-Jan-2015	HAL120	HALIFAX, LAURA	Issued	24	C	22.00
47378	22-Jan-2015	HAM060	HAMILTON, TIM	Issued	24	C	120.00
47379	22-Jan-2015	HAR230	HARKNESS, CELIA	Issued	24	C	22.00
47380	22-Jan-2015	HOR015	HORIZON NORTH RELOCATABLE STRUCTUR	Issued	24	C	106.05
47381	22-Jan-2015	INF030	INFOSAT COMMUNICATIONS	Issued	24	C	140.84
47382	22-Jan-2015	ISN010	ISNOR, AMANDA	Issued	24	C	88.90
47383	22-Jan-2015	JJH010	J.J.H. ENTERPRISES	Issued	24	C	14.00
47384	22-Jan-2015	JOH012	JOHNSON, KIM, IN TRUST	Issued	24	C	180.50
47385	22-Jan-2015	JON070	JONES, LORETTA	Issued	24	C	32.86
47386	22-Jan-2015	JOS040	JOSH THE GARAGE DOOR GUY	Issued	24	C	168.63
47387	22-Jan-2015	KEL030	CITY OF KELOWNA	Issued	24	C	5,812.95
47388	22-Jan-2015	KON001	KONE INC.	Issued	24	C	308.66
47389	22-Jan-2015	KOO200	KOOTENAY COFFEE COMPANY	Issued	24	C	75.00
47390	22-Jan-2015	LAN003	LANGMAN, JASON	Issued	24	C	240.00
47391	22-Jan-2015	LAR040	LARMOUR, MATTHEW	Issued	24	C	240.00
47392	22-Jan-2015	LEN010	LENARDUZZI, MIKE	Issued	24	C	240.00
47393	22-Jan-2015	LES025	LESLIE, SARAH	Issued	24	C	252.00
47394	22-Jan-2015	LIS020	LISA'S LAKESIDE BISTRO	Issued	24	C	34.50

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Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
Bank : 1 CIBC Bank - General							
47395	22-Jan-2015	LOR010	LORDCO PARTS LTD.	Issued	24	C	281.12
47396	22-Jan-2015	MAC110	MACLEOD, RITA	Issued	24	C	65.07
47397	22-Jan-2015	MAC130	MACARTHUR, SANDI	Issued	24	C	54.28
47398	22-Jan-2015	MAG040	MAGLIO BUILDING CENTRE (TRAIL) LTD.	Issued	24	C	735.62
47399	22-Jan-2015	MAK020	MAKWANA, KETNA	Issued	24	C	44.00
47400	22-Jan-2015	MAR006	MARINO WHOLESALE LTD.	Issued	24	C	602.72
47401	22-Jan-2015	MCM060	MCPAHON, JAKE	Issued	24	C	5.91
47402	22-Jan-2015	MIL030	MILNE, JASON	Issued	24	C	240.00
47403	22-Jan-2015	MIL160	MILLS OFFICE PRODUCTIVITY	Issued	24	C	618.51
47404	22-Jan-2015	MIN040	MINISTER OF FINANCE	Issued	24	C	186.29
47405	22-Jan-2015	MJS010	MJS HVAC SERVICES INC.	Issued	24	C	1,350.16
47406	22-Jan-2015	MOR020	MORRIS, RICHARD	Issued	24	C	240.00
47407	22-Jan-2015	NUY010	NUYTEN, NICOLE, A.R.	Issued	24	C	50.00
47408	22-Jan-2015	OLD030	OLDROYD, RUPERT, LINDSEY	Issued	24	C	86.73
47409	22-Jan-2015	OPU010	OPUS DAYTONKNIGHT CONSULTANTS LTD.	Issued	24	C	4,589.41
47410	22-Jan-2015	ORR020	ORRELL, CHERYL A	Issued	24	C	67.05
47411	22-Jan-2015	OVE010	OVERWAITEA FOODS	Issued	24	C	20.25
47412	22-Jan-2015	PAR050	PARSLOW LOCK & SAFE	Issued	24	C	9.53
47413	22-Jan-2015	PEN140	PENNOYER, WESLEY	Issued	24	C	189.37
47414	22-Jan-2015	PLA020	PLANNING INSTITUTE OF BC	Issued	24	C	530.00
47415	22-Jan-2015	PLA020	PLANNING INSTITUTE OF BC	Issued	24	C	530.00
47416	22-Jan-2015	PLA020	PLANNING INSTITUTE OF BC	Issued	24	C	100.00
47417	22-Jan-2015	PUR020	PUROLATOR COURIER LTD.	Issued	24	C	29.04
47418	22-Jan-2015	QUA020	QUALITY SAW & KNIFE LTD.	Issued	24	C	458.77
47419	22-Jan-2015	REB001	REBELATO MORNING PERK	Issued	24	C	1,251.06
47420	22-Jan-2015	RJA010	RJAMES MANAGEMENT GROUP	Issued	24	C	745.71
47421	22-Jan-2015	ROC050	ROCKY MOUNTAIN AGENCIES	Issued	24	C	538.41
47422	22-Jan-2015	ROC240	ROCHESTER MIDLAND LTD.	Issued	24	C	816.39
47423	22-Jan-2015	ROD070	RODGERS, FAITH	Issued	24	C	44.00
47424	22-Jan-2015	ROG001	ROGERS	Issued	24	C	128.13
47425	22-Jan-2015	ROS450	ROSS, ANDREA	Issued	24	C	12.53
47426	22-Jan-2015	SCP010	SCP DISTRIBUTORS INC.	Issued	24	C	463.97
47427	22-Jan-2015	SEL010	SELECT OFFICE PRODUCTS	Issued	24	C	171.68
47428	22-Jan-2015	SEL160	SELKIRK SECURITY SERVICE	Issued	24	C	35.70
47429	22-Jan-2015	SEX010	SEXAUER LTD.	Issued	24	C	190.21
47430	22-Jan-2015	SHA030	SHAW CABLE	Issued	24	C	597.48
47431	22-Jan-2015	SLU015	SLUBOWSKI, MEAGAN	Issued	24	C	34.53
47432	22-Jan-2015	SMY001	SMYTH, RYAN	Issued	24	C	240.00
47433	22-Jan-2015	STA007	DESJARDINS CARD SERVICES	Issued	24	C	55.25
47434	22-Jan-2015	SWA110	SWANSON, ANNE	Issued	24	C	84.18
47435	22-Jan-2015	TEC010	TECA - THERMAL ENVIRONMENTAL COMFOR	Issued	24	C	945.00
47436	22-Jan-2015	TEE020	TEES, KRISTAL	Issued	24	C	12.53
47437	22-Jan-2015	TEL001	TELUS COMMUNICATIONS (B.C.) INC.	Issued	24	C	77.86
47438	22-Jan-2015	TEL002	TELUS MOBILITY	Issued	24	C	160.90
47439	22-Jan-2015	THE010	THE SOURCE	Issued	24	C	7.83
47440	22-Jan-2015	TOM060	TOMASHEWSKY, ROSANNE, IN TRUST	Issued	24	C	357.69
47441	22-Jan-2015	TRA010	THE CITY OF TRAIL	Issued	24	C	4,615.79
47442	22-Jan-2015	TRA240	TRAIL HOME HARDWARE BUILDING CENTRE	Issued	24	C	20.20
47443	22-Jan-2015	TYS010	TYSON, GRANT	Issued	24	C	240.00
47444	22-Jan-2015	VAL130	VALLIN	Issued	24	C	898.69
47445	22-Jan-2015	VAL150	VALLIE, LEONARD A.	Issued	24	C	42.09
47446	22-Jan-2015	VAN060	VAN KAM FREIGHTWAYS LTD.	Issued	24	C	185.67
47447	22-Jan-2015	VER080	VERSA-TASK SERVICES	Issued	24	C	240.00

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Cheque Register-Summary-Bank



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Date : Feb 12, 2015

Time : 2:54 pm

Supplier : 084010 To ZUC010

Cheque Dt. : 01-Jan-2015 To 31-Jan-2015

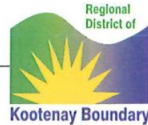
Bank : 1 - CIBC Bank - General

Seq : Cheque No.

Status : All

Medium : M=Manual C=Computer E=EFT-PA

Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
Bank : 1		CIBC Bank - General					
47448	22-Jan-2015	VOL010	VOLUNTEER FIREFIGHTER'S ASSOC	Issued	24	C	150.00
47449	22-Jan-2015	VOL020	VOLUNTEER FIREFIGHTER'S FOUNDATION F	Issued	24	C	250.00
47450	22-Jan-2015	WAL080	WAL MART CANADA CORP	Issued	24	C	21.53
47451	22-Jan-2015	WAS010	WASTE MANAGEMENT	Issued	24	C	1,515.92
47452	22-Jan-2015	WOR140	WORSNOP, LINDSEY	Issued	24	C	21.55
47453	22-Jan-2015	YOU090	YOUNG, PAUL M	Issued	24	C	42.09
47454	22-Jan-2015	YRW010	Y & R WATER SALES & SERVICE INC.	Issued	24	C	42.24
47467	29-Jan-2015	ABC060	ABC - ASSOCIATION OF 9-1-1 SERVICE PROV	Issued	33	C	250.00
47468	29-Jan-2015	ACE010	A.C.E. COURIER SERVICES	Issued	33	C	50.02
47469	29-Jan-2015	AKR010	AKRAN MARKETING	Issued	33	C	2,008.87
47470	29-Jan-2015	ALP030	ALPINE DISPOSAL & RECYCLING	Issued	33	C	79,470.71
47471	29-Jan-2015	ARM010	ARMSTRONG, VANCE	Issued	33	C	29.43
47472	29-Jan-2015	ASS010	ASSA ABLOY ENTRANCE SYSTEMS	Issued	33	C	748.71
47473	29-Jan-2015	BAB020	BA BENSON & SONS	Issued	33	C	395.42
47474	29-Jan-2015	BAL020	BALDY BOBCAT SERVICES	Issued	33	C	525.00
47475	29-Jan-2015	BCT030	BC TRANSIT	Issued	33	C	128,613.00
47476	29-Jan-2015	BCW002	BC WATER AND WASTE ASSOCIATION	Issued	33	C	409.50
47477	29-Jan-2015	BCY020	BC/YUKON COMMAND THE ROYAL CANADIAI	Issued	33	C	565.00
47478	29-Jan-2015	BFS010	B & F SALES LTD	Issued	33	C	279.99
47479	29-Jan-2015	BIG010	BIG WHITE FIRE DEPT. SOCIAL CLUB	Issued	33	C	853.00
47480	29-Jan-2015	BIG030	BIG WHITE WATER UTILITY LTD.	Issued	33	C	7,309.48
47481	29-Jan-2015	BIG045	BIG WHITE CHAMBER OF COMMERCE	Issued	33	C	50.00
47482	29-Jan-2015	BIG060	BIG WHITE SKI RESORT LTD.	Issued	33	C	3,732.23
47483	29-Jan-2015	BOU010	BOUNDARY ELECTRIC(1985) LTD.	Issued	33	C	94.50
47484	29-Jan-2015	BRE020	BRENNTAG CANADA INC.	Issued	33	C	3,643.11
47485	29-Jan-2015	BRI001	BRINK'S CANADA LIMITED	Issued	33	C	408.10
47486	29-Jan-2015	BVC001	BV COMMUNICATIONS LTD.	Issued	33	C	881.55
47487	29-Jan-2015	CAL050	CAL-GAS	Issued	33	C	620.45
47488	29-Jan-2015	CAN130	CANADIAN UNION OF PUBLIC EMPLOYEES -	Issued	33	C	6,154.46
47489	29-Jan-2015	CAN150	CANADIAN TIRE ASSOCIATE STORE #665	Issued	33	C	77.69
47490	29-Jan-2015	CAN560	CANADIAN LINEN AND UNIFORM SERVICE	Issued	33	C	136.52
47491	29-Jan-2015	CHR010	CHRISTINA LAKE COMMUNITY ASSOCIATION	Issued	33	C	100.00
47492	29-Jan-2015	CIN001	CINTAS THE UNIFORM PEOPLE	Issued	33	C	46.89
47493	29-Jan-2015	COL017	COLBACHINI, CHERYL ANN	Issued	33	C	119.50
47494	29-Jan-2015	COL200	C.V.C.C.S.	Issued	33	C	1,994.51
47495	29-Jan-2015	COM003	COMMERCIAL AQUATIC SUPPLIES	Issued	33	C	151.61
47496	29-Jan-2015	COO050	COOKSON MOTORS LTD.	Issued	33	C	194.26
47497	29-Jan-2015	COU010	COUNTERFORCE INC.	Issued	33	C	226.80
47498	29-Jan-2015	DEA060	DEAN, DONNA	Issued	33	C	35.00
47499	29-Jan-2015	DEN090	DEN BIESEN, AMY	Issued	33	C	124.76
47500	29-Jan-2015	DHC010	DHC COMMUNICATIONS INC.	Issued	33	C	408.66
47501	29-Jan-2015	ENO010	ENORMOUS PRODUCTIONS	Issued	33	C	997.50
47502	29-Jan-2015	FDM010	FDM SOFTWARE LTD.	Issued	33	C	448.00
47503	29-Jan-2015	FER001	FERRARO FOODS	Issued	33	C	194.94
47504	29-Jan-2015	FIR040	FIREFIGHTERS ASSOCIATION	Issued	33	C	5,448.77
47505	29-Jan-2015	FOR010	FORTISBC - ELECTRICITY	Issued	33	C	744.07
47506	29-Jan-2015	FOR040	FORTIS BC - NATURAL GAS	Issued	33	C	1,676.95
47507	29-Jan-2015	FRU010	THE VILLAGE OF FRUITVALE	Issued	33	C	22,000.00
47508	29-Jan-2015	GAR150	GARAVENTA (CANADA) LTD.	Issued	33	C	980.00
47509	29-Jan-2015	GEN050	GENELLE IMPROVEMENT DISTRICT	Issued	33	C	660.00
47510	29-Jan-2015	GES010	SONEPAR CANADA INC - GESCAN WEST	Issued	33	C	469.42
47511	29-Jan-2015	GIN010	GINALIAS, JEFFREY, L	Issued	33	C	25.00
47512	29-Jan-2015	GRA023	GRAND FORKS CONCRETE AND GRAVEL LTI	Issued	33	C	1,846.91

REGIONAL DISTRICT OF KOOTENAY BOUNDARY
Cheque Register-Summary-Bank


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Date : Feb 12, 2015

Time : 2:54 pm

Supplier : 084010 To ZUC010
 Cheque Dt. : 01-Jan-2015 To 31-Jan-2015
 Bank : 1 - CIBC Bank - General

Seq : Cheque No. Status : All
 Medium : M=Manual C=Computer E=EFT-PA

Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
Bank : 1	CIBC Bank - General						
47513	29-Jan-2015	GRA050	GRAND FORKS HOME HARDWARE	Issued	33	C	113.38
47514	29-Jan-2015	GRE030	GREYHOUND COURIER EXPRESS	Issued	33	C	226.29
47515	29-Jan-2015	GUI001	GUILLEVIN INTERNATIONAL INC.	Issued	33	C	35.48
47516	29-Jan-2015	HAC020	HACH SALES AND SERVICE CANADA LTD.	Issued	33	C	1,015.39
47517	29-Jan-2015	HAR007	HARLAMOVS, MADELEINE	Issued	33	C	74.85
47518	29-Jan-2015	HAR250	HARDING, BRADLEY S	Issued	33	C	41.53
47519	29-Jan-2015	HOW020	HOWALD, SARA	Issued	33	C	71.49
47520	29-Jan-2015	HSL010	HSL BUILDING MAINTENANCE	Issued	33	C	500.00
47521	29-Jan-2015	INS050	INSIGHT CANADA INC	Issued	33	C	2,655.52
47522	29-Jan-2015	JJH010	J.J.H. ENTERPRISES	Issued	33	C	1,039.48
47523	29-Jan-2015	JOS040	JOSH THE GARAGE DOOR GUY	Issued	33	C	72.25
47524	29-Jan-2015	KET011	KETTLE VALLEY RACING ASSOCIATION	Issued	33	C	200.00
47525	29-Jan-2015	LIE010	LIEBERT CANADA	Issued	33	C	3,757.69
47526	29-Jan-2015	LIM010	LIME CREEK LOGGING LTD.	Issued	33	C	7.47
47527	29-Jan-2015	LIS010	LISTOWEL TROPHIES AND ENGRAVING	Issued	33	C	38.64
47528	29-Jan-2015	LOC050	LOCAL GOVERNMENT MANAGEMENT ASSOC	Issued	33	C	897.75
47529	29-Jan-2015	LOR010	LORDCO PARTS LTD.	Issued	33	C	2,196.18
47530	29-Jan-2015	MAD040	MADDIGAN, KENT	Issued	33	C	22.45
47531	29-Jan-2015	MAG040	MAGLIO BUILDING CENTRE (TRAIL) LTD.	Issued	33	C	103.69
47532	29-Jan-2015	MAR006	MARINO WHOLESALE LTD.	Issued	33	C	204.34
47533	29-Jan-2015	MAT090	MATTEUCCI, NATALIE	Issued	33	C	106.07
47534	29-Jan-2015	MCG010	MCGREGOR ROBERT "IN TRUST"	Issued	33	C	74.01
47535	29-Jan-2015	MCK001	MCKAY, GRAHAM M.	Issued	33	C	193.71
47536	29-Jan-2015	MIL160	MILLS OFFICE PRODUCTIVITY	Issued	33	C	753.36
47537	29-Jan-2015	MIN030	MINISTER OF FINANCE	Issued	33	C	10,282.50
47538	29-Jan-2015	MIN040	MINISTER OF FINANCE	Issued	33	C	287.44
47539	29-Jan-2015	PAC020	PACIFIC BLUE CROSS	Issued	33	C	34,193.35
47540	29-Jan-2015	PAR050	PARSLOW LOCK & SAFE	Issued	33	C	12.25
47541	29-Jan-2015	PHE020	PHELAN, TEJAY	Issued	33	C	67.04
47542	29-Jan-2015	PLA100	PLANET CLEAN	Issued	33	C	298.66
47543	29-Jan-2015	POW100	POWER TECH ELECTRIC LTD.	Issued	33	C	249.90
47544	29-Jan-2015	PRA040	PRAXAIR DISTRIBUTION	Issued	33	C	101.55
47545	29-Jan-2015	REC010	RECEIVER GENERAL FOR CANADA	Issued	33	C	89,908.96
47546	29-Jan-2015	REC080	RECYCLING COUNCIL OF B.C.	Issued	33	C	1,099.50
47547	29-Jan-2015	REL010	RELLA & PAOLINI	Issued	33	C	490.00
47548	29-Jan-2015	RID020	RIDGE, RODGER	Issued	33	C	42.13
47549	29-Jan-2015	ROC001	WESTERN ROCKY MOUNTAIN INDUSTRIES	Issued	33	C	6,960.09
47550	29-Jan-2015	ROS110	ROSSLAND COUNCIL FOR ARTS & CULTURE	Issued	33	C	3,279.00
47551	29-Jan-2015	RUS025	RUSTIC CRUST	Issued	33	C	304.15
47552	29-Jan-2015	SCH011	SCHREINER, MARK	Issued	33	C	72.75
47553	29-Jan-2015	SCP010	SCP DISTRIBUTORS INC.	Issued	33	C	309.21
47554	29-Jan-2015	SEC030	SECURE BY DESIGN	Issued	33	C	44.80
47555	29-Jan-2015	SEL010	SELECT OFFICE PRODUCTS	Issued	33	C	227.59
47556	29-Jan-2015	SEL160	SELKIRK SECURITY SERVICE	Issued	33	C	97.11
47557	29-Jan-2015	SHA030	SHAW CABLE	Issued	33	C	491.20
47558	29-Jan-2015	SLU015	SLUBOWSKI, MEAGAN	Issued	33	C	8.34
47559	29-Jan-2015	SPE030	SPEEDPRO SIGNS PLUS	Issued	33	C	164.75
47560	29-Jan-2015	TEL001	TELUS COMMUNICATIONS (B.C.) INC.	Issued	33	C	176.04
47561	29-Jan-2015	TET010	TETRA TECH EBA INC.	Issued	33	C	4,343.57
47562	29-Jan-2015	THE010	THE SOURCE	Issued	33	C	296.79
47563	29-Jan-2015	THE410	THE BOUNDARY SENTINEL	Issued	33	C	150.00
47564	29-Jan-2015	TOO010	TOOL TIME SUPPLIES LTD.	Issued	33	C	33.59
47565	29-Jan-2015	TRA010	THE CITY OF TRAIL	Issued	33	C	550.00

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Cheque Register-Summary-Bank



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Date : Feb 12, 2015

Time : 2:54 pm

Supplier : 084010 To ZUC010
 Cheque Dt. : 01-Jan-2015 To 31-Jan-2015
 Bank : 1 - CIBC Bank - General

Seq : Cheque No. Status : All
 Medium : M=Manual C=Computer E=EFT-PA

Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
Bank : 1 CIBC Bank - General							
47566	29-Jan-2015	TRA029	TRAIL COFFEE & TEA COMPANY	Issued	33	C	150.00
47567	29-Jan-2015	TRA240	TRAIL HOME HARDWARE BUILDING CENTRE	Issued	33	C	73.89
47568	29-Jan-2015	UNI010	UNITED RENTALS OF CANADA INC.	Issued	33	C	1,272.61
47569	29-Jan-2015	UTG010	UTGAREN, VAL	Issued	33	C	27.14
47570	29-Jan-2015	VAL130	VALLER	Issued	33	C	152.32
47571	29-Jan-2015	VAN002	VANCOUGHNETT, DANIEL J.	Issued	33	C	171.64
47572	29-Jan-2015	VIS050	VISTA RADIO LTD.	Issued	33	C	1,081.50
47573	29-Jan-2015	VOL010	VOLUNTEER FIREFIGHTER'S ASSOC	Issued	33	C	120.00
47574	29-Jan-2015	WAL080	WAL MART CANADA CORP	Issued	33	C	74.71
47575	29-Jan-2015	WAR020	VILLAGE OF WARFIELD	Issued	33	C	1,388.88
47576	29-Jan-2015	WES100	WESCO	Issued	33	C	39.58
47577	29-Jan-2015	XER010	XEROX CANADA LTD.	Issued	33	C	608.65
47578	29-Jan-2015	YRW010	Y & R WATER SALES & SERVICE INC.	Issued	33	C	198.89

Total Computer Paid : 2,081,695.97

Total EFT PAP : 0.00

Total Paid : 2,081,695.97

Total Manually Paid : 0.00

Total EFT File : 0.00

597 Total No. Of Cheque(s) ...

INTERIM SCHEDULE SUMMARY:

ACCOUNTS PAYABLE FOR JANUARY 2015 \$ 2,081,695.97

PAYROLL EXPENDITURES (PP# 1, 2 & 3) 616,627.60

TOTAL EXPENDITURES FOR JANUARY 2015 \$ 2,698,323.57



**Finance Committee
Minutes**

**Thursday, January 22, 2015
RDKB Board Room
Trail, BC**

6:00 p.m.

Directors Present

Director M. Rotvold, Chair
Director K. Moore
Director N. Krog
Director E. Smith
Director M. Martin
Director P. Cecchini
Director G. McGregor
Director C. Cook (Alternate)
Director B. Rakuson (Alternate)
Director R. Russell
Director V. Gee
Director A. Grieve

Staff Present

B. Burget, General Manager of Finance
J. MacLean, Chief Administrative Officer
T. Lenardon, Manager of Corporate Administration/Recording Secretary
M. Andison, General Manager of Operations/Deputy Chief Administrative Officer

CALL TO ORDER

The Chair called the meeting to order at 6:00 p.m.

ELECTION OF VICE-CHAIR

The Chair called a first time for nominations for Vice-Chair of the Regional District of Kootenay Boundary Finance Committee for the year 2015.

Moved: Director Grieve

That Director Martin be nominated as Vice-Chair of the Finance Committee for the year 2015.

Carried.

Director Martin accepted the nomination.

The Chair called a second and third time for nominations for Vice-Chair of the Regional District of Kootenay Boundary Finance Committee for the year 2015.

There being no further nominations, Director Martin was declared by acclamation Vice-Chair of the Regional District of Kootenay Boundary Finance Committee for the year 2015.

ADOPTION OF AGENDA (ADDITIONS/DELETIONS)

The agenda for the January 22, 2015 meeting of the Finance Committee was presented.

Moved: Director Cecchini

Seconded: Director McGregor

That the agenda for the January 22, 2015 meeting of the Regional District of Kootenay Boundary Finance Committee be adopted as presented.

Carried.

ADOPTION OF MINUTES

The minutes of the Finance Committee meeting held September 18, 2014 were presented.

Moved: Director Cecchini Seconded: Director McGregor

That the minutes of the Regional District of Kootenay Boundary Finance Committee meeting held September 18, 2014 be adopted as presented.

Carried.

DELEGATIONS

There were no delegations in attendance.

UNFINISHED BUSINESS**Item for Discussion****re: Organization/Governance Review**

The possible inclusion of financial resources in the 2015 General Government Financial Plan to facilitate the undertaking of an organization/governance review of the Regional District of Kootenay Boundary was reviewed.

Moved: Director Cecchini Seconded: Director McGregor

That discussion and review regarding the possible inclusion of financial resources in the General Government Financial Plan to facilitate the undertaking of an organization governance review of the Regional District of Kootenay Boundary be deferred to the Fall Finance Committee meeting for consideration in the 2016 Budget/Financial Plan deliberations. **FURTHER** that for the Fall meeting that staff submit a report to the Committee that provides information on options such as using an internal staff-driven process and benchmarks with examples from other organizations for the undertaking of an organization/governance review in a cost-efficient manner.

Carried.

NEW BUSINESS**B. Burget-Jan. 15/15****re: 2015-2019 Five Year Financial Plan Consideration**

A Memorandum from B. Burget, General Manager of Finance regarding the 2015-2019 Five Year Financial Plan was presented.

Moved: Director McGregor

Seconded: Director Gee

That the Memorandum from B. Burget, General Manager of Finance regarding the 2015-2019 Five Year Financial Plan be received as presented.

Carried.

**General Government (Administration)
2015-2019 Five Year Financial Plan**

The proposed General Government (Administration) 2015-2019 Five Year Financial Plan was presented.

Moved: Director McGregor

Seconded: Director Grieve

That the proposed General Government (Administration) 2015-2019 Five Year Financial Plan be received.

Carried.

The General Manager of Finance reviewed the proposed Budget and Financial Plan explaining that the Budget decrease is primarily due to the pay-out of the costs for the renovations of the Trail Administration building.

There was a discussion regarding the contribution to reserves and the sale of the Airport to the City of Trail. The 2014 year-end is still being completed and surplus amounts can change. This will have a direct impact on the 2015 Budget. Staff will confirm the reserve balance for the next meeting.

Staff answered further inquiries from the Committee including the allowance/built in contingencies for an Absentee Director, restricted and unrestricted reserves, the budget amount versus the requisition amount and the Board as the decision-maker as to what level taxation should be maintained.

The General Manager of Finance will bring forward an update respecting the reserve and restrictions to the reserves to the next meeting.

**Annual Budget & Requisition Summary
Financial Plan Comparison with Prior Year**

The Annual Budget and Requisition Summary was presented.

Moved: Director Russell

Seconded: Director McGregor

That the Annual Budget and Requisition Summary be received as presented.

Carried.

The report was presented for information.

The Committee discussed the requisition level.

The General Manager of Finance will contact the Committee members to arrange Budget information sessions for the Directors prior to the February Finance Committee meeting.

**MFA Debenture Debt
2015-2019 Five Year Financial Plan**

The proposed MFA Debenture Debt 2015-2019 Five Year Financial Plan was presented.

Moved: Director McGregor

Seconded: Director Grieve

That the proposed MFA Debenture Debt 2015-2019 Five Year Financial Plan be received.

Carried.

**Building Inspection
2015-2019 Five Year Financial Plan**

The proposed Building Inspection 2015-2019 Five Year Financial Plan was presented.

Moved: Director Grieve

Seconded: Director Cecchini

That the proposed Building Inspection 2015-2019 Five Year Financial Plan be received.

Carried.

There was a discussion regarding declining building permit revenue and the impact on the budget resulting in a review being required to determine service delivery alternatives, and it was;

Moved: Director McGregor Seconded: Director Moore

That the Building Inspection service be referred to the Electoral Area Services Committee for the development of a long-term plan as to service delivery and that the information be reported back to the Finance Committee.

Carried.

**Feasibility Study Reserve
2015-2019 Five Year Financial Plan**

The proposed Feasibility Study Reserve 2015-2019 Five Year Financial Plan is presented.

Moved: Director Moore Seconded: Director McGregor

That the proposed Feasibility Study Reserve 2015-2019 Five Year Financial Plan be received.

Carried.

Moved: Director Krog Seconded: Director Cecchini

That the Regional District of Kootenay Boundary Finance Committee approves the proposed Feasibility Study Reserve 2015-2019 Five Year Financial Plan and recommends that it be included in the overall Regional District of Kootenay Boundary 2015-2019 Five Year Financial Plan.

Carried.

B. Burget-Jan 19/15
re: Audit Planning

A Memorandum from B. Burget, General Manager of Finance regarding audit planning and an auditor engagement letter dated December 9, 2014 from L. Soligo & Associates Ltd. were presented.

Moved: Director Krog

Seconded: Director Martin

That the Memorandum from B. Burget, General Manager of Finance regarding audit planning be received.

Carried.

The Committee members reviewed a letter from the Regional District's auditor regarding audit planning, the roles in the overseeing of the financial reporting process and the provision of a response to some audit questions the RDKB may have relevant to the audit.

Staff explained the measures that have been taken to avoid fraud and conflict of interest, which are largely managed within the RDKB's Purchasing Policy. The Purchasing Policy has been amended to specifically address the issue of fraud related to employee/family-owned businesses and has included disclosure procedures that must be submitted by contractors prior to the contract being awarded. There is also a requirement for the submission of a purchase order for purchases that are over a certain dollar value with sign-off by the CAO or General Manger of Finance. Should a purchase go beyond a certain threshold, then the purchase must be approved by the Board of Directors. Standard accounting controls are in place for deposits and for the processing of payments.

There was a review of reporting risks that have been identified by the audit and the proposed audit responses. It was noted that the Management response to audit deficiencies and other information respecting these risks were reviewed at the September 18, 2014 Finance Committee meeting. Staff will forward this information to the new Committee members, and it was;

Moved: Director Moore

Seconded: Director Smith

That the Finance Committee recommends to the Regional District of Kootenay Boundary Board of Directors that the Regional District respond to the Audit Planning Letter dated December 9, 2014 according to the January 19, 2015 Staff Memorandum from B. Burget, General Manager of Finance

Carried.

The General Manager of Finance reviewed and explained the accounting and auditing standards for liability for contaminated sites noting that there will be an impact on the RDKB. She advised that staff will be working through the PS 3260 Accounting and Auditing Standards throughout 2015. The possible liability and the full impact of this cannot be determined at this time.

LATE (EMERGENT) ITMES

Discussion

Federation of Canadian Municipalities Convention (FCM)

The Chair reviewed the history and purpose of the RDKB Education Committee. The Education Committee was created to review potential educational opportunities for the Board members. There is approximately \$20,000 in the Service 001 Reserve for the Education Committee.

The 2015 FCM is in Edmonton. The City of Edmonton has developed high-tech and advanced practices respecting energy waste/bio fuel production. The Chair explained that a learning opportunity respecting these practices would be available to Directors collectively as one Board should all Directors attend the FCM.

The Chair requested the Municipal Directors to advise her if they are interested and after further discussion, it was;

Moved: Director McGregor

Seconded: Director Cecchini

That staff prepare a report that provides information on the learning opportunities that are available in the City of Edmonton that the Board members may take advantage of while attending the 2015 Federation of Canadian Municipalities. **FURTHER** that the report be submitted to the Education Committee for direction and referred back to the Finance Committee for further review and a decision. **FURTHER** that should all Directors agree to attend the FCM that the financial resources to cover the costs be taken from the Education Committee Budget.

Carried.

Further Budget Discussion

There was a further discussion regarding the information provided in the Budget and Financial Plan documents.

In the future, staff will include a one-page budget summary on the overall requisition and the requisition amount of each service. Budget trends and figures regarding how much each participant contributes will also be included.

Staff will make the Financial Plan a live document as changes are made throughout the Budget process and will post it on the RDKB website at the end of each month until the Financial Plan is adopted at the end of March.

It was noted that a large component of the Budget expenditures is due to the District's manpower. Staff was requested to draft a manning table to illustrate trends in, and the costs for, salaries and benefits, FTEs and overtime. This would also compliment the incorporation of financial bench-marking.

DISCUSSION OF ITEMS FOR FUTURE AGENDAS

1. Organization/governance review (Fall meeting)
2. Review and discuss recommendations from Electoral Services Committee regarding Building Inspection service-delivery
3. Review and discuss recommendations from the Education Committee and make decision about attendance of all Directors at 2015 FCM in Edmonton.
4. Manning Chart.

QUESTION PERIOD FOR PUBLIC AND MEDIA

A question period was not required.

CLOSED (INCAMERA) SESSION

A closed meeting was not required.

ADJOURNMENT

There being no further business, it was;

Moved: Director Moore

That the meeting be adjourned (time: 7:25 p.m.).

TL



Policy, Executive and Personnel Committee

Minutes

**Wednesday, February 11, 2015
RDKB Board Room, Grand Forks BC**

2:00 P.M.

Directors Present

Director G. McGregor, Acting Chair (present)
Director V. Gee
Director R. Russell
Director Mike Martin
Director P. Cecchini
Director L. Worley, Chair (via teleconference)

CALL TO ORDER

The Acting Chair called the meeting to order at 2:00 p.m.

ELECTION OF VICE CHAIR

The election of the Policy, Executive and Personnel Committee Vice-Chair was deferred to the March Committee meeting.

ADOPTION OF AGENDA (ADDITIONS/DELETIONS)

The agenda for the February 11, 2015 meeting of the RDKB Policy, Executive and Personnel Committee was presented.

The Acting Chair advised a discussion regarding the process for staffing changes at the RDKB would be added to the agenda as Item No. 8A), and it was;

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Moved: Director Martin

Seconded: Director Gee

That the agenda for the February 11, 2015 meeting of the RDKB Policy, Executive and Personnel Committee be adopted as amended.

Carried.

ADOPTION OF MINUTES

The minutes of the Policy, Executive and Personnel Committee meeting held October 8, 2014 were presented.

Moved: Director Martin

Seconded: Director Cecchini

That the minutes of the Policy, Executive and Personnel Committee meeting held October 8, 2014 be adopted as presented.

Carried.

GENERAL DELEGATIONS

There were no delegations in attendance.

UNFINISHED BUSINESS

Policy, Executive and Personnel (PEP) Committee Memorandum of Committee Action Items

The PEP Memorandum of Committee Action Items for the period ending October 31, 2014 was presented.

Moved: Director Cecchini

Seconded: Director Martin

That the Policy, Executive and Personnel Memorandum of Committee Action Items for the period ending October 31, 2014 be received.

Carried.

J. MacLean-Feb 4/15 re: Incomplete Policies/Best Practices

A staff report from John M. MacLean, CAO presenting incomplete policies or best practices from the previous Committee meeting was presented.

The Committee members reviewed the proposed Board Committee Cancellation, Grants from Services and Best Practices-Municipal Appointments to the Board of the Directors Policies.

Moved: Director Russell

Seconded: Director Cecchini

That the staff report from John M. MacLean, CAO presenting incomplete policies or best practices from the previous Committee meeting be received.

Carried.

Incomplete Policies

1. Board Committee Cancellation Policy

Staff provided background to the development of the Board Committee Cancellation Policy that includes three sections; 1) Extreme Weather Arising in a Travel Advisory, 2) Cancellation by Board/Committee Chair, and 3) Limits on Participation via Electronic Means.

The intent of the policy is to address travel between Trail and Grand Forks, to make clear when a Board or Committee Chair may cancel a meeting and to address when electronic meetings and Conference on Demand (teleconference) should be utilized.

The proposed policy includes language from the RKDKB's Occupational Health and Safety Program with respect to safe travel.

There was agreement that sections 1) and 2) noted above should not be changed.

The Committee members reviewed the following pieces respecting the limits to using electronic means (page 4):

1. How will the policy be enforced?
2. The pros and cons of, and when electronic, teleconference and face-to-face meetings should be arranged.
3. Attendance of Alternate Directors as an option.
4. Clarify the implications and the consequences of restricting the use of electronic meetings to a maximum of three times per year only and include any exemptions (e.g. unable to attend due to illness, family emergency, work\business obligations etc.) to this restriction.

There was agreement that the policy should emphasize that there is an expectation for Directors to attend meetings in person and should this not be possible that attendance of the Alternate Director should be considered and that a Director requires the Board or Committee Chair's approval to use electronic means/teleconferencing.

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It was noted that this matter is common in Regional Districts throughout the province and will be a topic at the CEO/CAO Forum in March, and it was;

Moved: Director Cecchini

Seconded: Director Russell

That the Policy, Executive and Personnel Committee recommends that the proposed Board/Committee Cancellation Policy be amended by severing section 3) Limits on Participation via Electronic Means to create a separate standalone policy and that staff review and update it pursuant to Committee's discussion and pursuant to discussions at the CEO/CAO Forum. **FURTHER** that the proposed Limits on Participation via Electronic Means Policy be presented back to the Committee in April after the CEO/FAO Forum. **FURTHER** that the revised Board/Committee Cancellation Policy, retaining Section 1) Extreme Weather Arising in a Travel Advisory and Section 2) Cancellation by Board/Committee Chair, be referred to the Directors for comments.

Carried.

2. Grants from Services

The East End Services Committee requested that this policy be drafted to help determine which non-profit groups and organizations will be selected to receive grants from specific services, which is separate funding from Grant-in-Aid.

There is no set amount allocated for these grants however several RDKB services include a line item for "grants to organizations" that are reviewed during budget deliberations. There is no commitment from the RDKB that a group will receive the grant from one year to the next. The groups must first submit a request.

After further review, it was;

Moved: Director Martin

Seconded: Director Cecchini

That the proposed Grants from Services Policy be referred back to the East End Services Committee for further review and consideration of the PEP discussion that suggests that the policy include a requirement that the budget/service must allocate a specific amount for these grants, that there should be criteria the groups must follow and that there should be a cap to the amount given.

Carried.

3. Best Practices-Municipal Appointments to the Board of Directors

The Committee members reviewed the proposed policy.

It was agreed that the last sentences of clauses 2, 3 and 4 (page 2) should be removed, and it was;

Moved: Director Cecchini

Seconded: Director Martin

That the proposed Best Practices-Municipal Appointments to the Board of Directors Policy be referred back to staff for revisions to remove the last sentences in clauses 2, 3 and 4 on page 2 pursuant to the discussion and direction by the Committee. **FURTHER** that the revised Policy be referred back to the PEP Committee.

Carried.

J. MacLean-Feb 5/15

re: Policies Currently Under Review

A staff report from John M. MacLean, CAO regarding policies that are currently being reviewed pursuant to the RDKB's policies was presented.

Moved: Director Cecchini

Seconded: Director Martin

That the staff report from John M. MacLean, CAO regarding policies that are currently being reviewed pursuant to the RDKB's policies be received.

Carried.

Policies Currently Under Review

1. Municipal Laptops

The Committee members reviewed the proposed policy.

It was noted that the word "allow" in the third paragraph under "Procedure" should be removed and replaced with "endorse" or similar language.

The Committee suggested that the language used in the first sentence of the last paragraph on page 1 ("responsibility for updating the operating system and anti-virus software....") should be reworded so that the Municipal Directors understand what will be required.

There was a discussion regarding the present technology allowance that is provided to the Electoral Area Directors to cover expenses for technology, computer supplies etc. The Municipal Directors may wish to consider this as an option.

It was agreed that this matter should be referred to the Municipal Directors for feedback.

Moved: Director Cecchini

Seconded: Director Martin

That Staff update the proposed Municipal Director's Laptops Policy by replacing the word "allow" (third paragraph under "Procedure") with "endorse" or similar language and reword the language in the first sentence of the last paragraph on page 1 to make clear as to what will be required. **FURTHER** that consideration of the proposed Municipal Laptop Policy be deferred to allow Staff time to forward a copy of the proposed Policy with an explanation to the Municipal Directors and the Member Municipal Chief Administrative Officers for feedback. **FURTHER** that the Policy be referred back to the Committee as amended.

Carried.

2. Liquor Use Policy

There was general agreement that the policy is fairly broad in allowing the provision of alcohol at various RDKB events and celebrations. There should be more limits in place.

The Committee discussed ways to limit the provision of alcohol at events such as farewell and retirements parties, the Annual Board/Staff Christmas Dinner, hospitality events and the annual appreciation night for Advisory Planning Commissions and other advisory bodies, and it was;

Moved: Director Cecchini

Seconded: Director Worley

That Staff amend the proposed Liquor Use Policy by deleting all of the text which lists the current exceptions under "Procedure" and replace the text to read: "The Regional District hereby prohibits the purchase of liquor utilizing RDKB resources except upon full approval from the Regional District of Kootenay Boundary Board of Directors." **FURTHER** that the Policy be brought back to the PEP Committee as amended.

Carried.

3. Half-Masting of Canadian Flag

The Committee members reviewed the proposed policy. There was agreement that no changes are necessary and it was;

Moved: Director Cecchini

Seconded: Director Russell

That the Half-Masting of the Canadian Flag Policy be referred to the Directors for comment as presented.

Carried.

NEW BUSINESS

J. MacLean-Feb 4/15 re: Meals Policy

A staff report from John M. MacLean, CAO regarding a proposal to review the content and application of the Meals Policy was presented.

Moved: Director Russell

Seconded: Director Martin

That the staff report from John M. MacLean, CAO regarding a proposal to review the content and application of the Meals Policy be received.

Carried.

The Committee members agreed that meals should be provided at certain times such as when Directors' work obligations or attendance at successive meetings etc. do not allow time for meals.

However, some Directors expressed concerns that the Meals Policy is excessive and that there is opportunity to limit the amount of food as well as change the type of food that is provided (e.g. provision of a light dinner or snacks rather than a full meal).

After further consideration, it was;

Moved: Director Russell

Seconded: Director Martin

That the Meals Policy be deferred for further discussion to allow Staff time to review the Committee's discussion and update the Meals Policy accordingly.

Carried.

J. MacLean-Feb 5/15 re: Proposed Beaver Valley Recreation Changes in Service Delivery Policy

A staff report from John M. MacLean, CAO regarding the proposed Beaver Valley Recreation, Parks and Trails – Changes in Service Delivery Policy was presented.

Moved: Director Cecchini

Seconded: Director Martin

That the staff report from John M. MacLean, CAO presenting the proposed Beaver Valley Recreation, Parks and Trails – Changes in Service Delivery Policy be received.

Carried.

Moved: Director Cecchini

Seconded: Director Martin

That the proposed Beaver Valley Recreation, Parks and Trails-Changes in Service Delivery Policy be approved and referred to the Directors for comment.

Carried.

J. MacLean-Feb 5/15
re: 2015 Policy Reviews

A staff report from John M. MacLean, CAO regarding the Policy Review Work Plan for 2015 was presented.

Moved: Director Russell

Seconded: Director Martin

That the staff report from John M. MacLean, CAO regarding the Policy Review Work Plan for 2015 be received.

Carried.

Discussion Item
Possible Changes to the RDKB Website

It was agreed to defer the discussion respecting possible changes to the RDKB website to the March meeting.

Moved: Director Russell

Seconded: Director Cecchini

That the discussion respecting possible changes to the RDKB website be deferred to the March meeting.

Carried.

Discussion Item
Proposed Development of Board/Staff Recognition Policy

It was agreed to defer the discussion respecting the proposed development of a Board/Staff Recognition Policy to the March meeting.

Moved: Director Russell

Seconded: Director Cecchini

That the discussion respecting the proposed development of a Board/Staff Recognition Policy be deferred to the March meeting.

Carried.

LATE (EMERGENT) ITEMS

Discussion Item-Staffing Changes Process

Director Martin advised he requested Chair Worley to include this item on the agenda for a discussion and clarification respecting the RDKB's process for hiring existing positions that become vacant.

The Committee discussed internal appointments to fill vacancies in management without Board or PEP Committee oversight or a review process and the opportunity to review the external market.

The Committee members discussed succession planning.

The Chief Administrative Officer explained the RDKB's current practice and he advised that in certain cases, in the interest of time, an internal appointment to fill a Manager's vacancy may be necessary.

DISCUSSION OF ITEMS FOR FUTURE MEETINGS

1. Discussion of possible changes to RDKB website
2. Discussion of proposed development of Board/Staff Recognition Policy

Discussion and review on updates/revisions to:

1. Limits on Participation via Electronic Means Policy
2. Grants from Services Policy
3. Best Practices-Municipal Appointments to the RDKB Board of Directors
4. Municipal Laptops Policy
5. Liquor Use Policy
6. Meals Policy

QUESTION PERIOD FOR PUBLIC AND MEDIA

A question period was not required.

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CLOSED (IN CAMERA) SESSION

Closed (in camera) meeting to discuss labour relations pursuant to 90 (1) (c) of the *Community Charter*.

Moved: Director Cecchini

Seconded: Director Martin

That the Policy, Executive and Personnel Committee proceed to a closed meeting pursuant to Section 90 (1) (c) of the Community Charter (time: 4:05 p.m.).

Carried.

Moved: Director Cecchini

That the Regional District of Kootenay Boundary Policy, Executive and Personnel Committee reconvene to the open meeting (time: 4:30 p.m.).

Carried.

ADJOURNMENT

There being no further business, it was;

Moved: Director Gee

That the meeting be adjourned (time: 5:35 p.m.)

Carried.

TL



Environmental Services

Minutes

Wednesday, February 11, 2015
RDKB Board Room, Grand Forks, BC

Directors Present

Director R. Russell, Chair
Director L. Worley (Teleconference)
Director G. McGregor
Director M. Rotvold
Director J. Danchuck
Director P. Cecchini
Director V. Gee
Director M. Martin
Director A. Grieve (Teleconference)
Director N. Krog
Director E. Smith
Alternate Director B. Rakuson
Alternate Director L. McLellan

Staff Present:

Alan Stanley, Manager of Environmental Services
Lori Ann King Environmental Services Clerk (Recording Secretary)

CALL TO ORDER

Chair Russell called the meeting to order at 6:00 p.m.

ELECTION OF VICE CHAIR

Chair Russell called for nominations for Vice Chair. Director Danchuck nominated Director Rotvold and Director Rotvold accepted. Chair Russell called for nominations for Vice Chair for a second and third time. Director Rotvold was declared by acclamation as Vice Chair.

ACCEPTANCE OF AGENDA (ADDITIONS/DELETIONS)

February 11, 2015

Page 1 of 7

a) New Business Agenda item 7F , Staff Report from Alan Stanley, General Manager of Environmental Services, regarding the Draft 2015-2019 Budget and Five-Year Financial Plan for Regional Solid Waste Management, to be moved forward on the agenda after the Minutes Item 4a) so that Alan Stanley can do a presentation on Tipping Fees.

Moved: Director McGregor

Seconded: Director Rotvold

That the Agenda be adopted as amended.

Carried.

MINUTES

November 13, 2014 Environmental Services Committee Meeting Minutes.

Moved: Director Rotvold

Seconded: Director McGregor

That the November 13, 2014 Environmental Services Committee meeting minutes be received.

Carried.

PRESENTATION

A Staff Report from Alan Stanley, General Manager of Environmental Services Regarding the Draft 2015-2019 Budget and Five-Year Financial Plan for Regional Solid Waste Management.

Alan Stanley presented a slide show on his report.

Moved: Director Martin

Seconded: Director McGregor

That the Staff Report from Alan Stanley, General Manager of Environmental Services Regarding the Draft 2015-2019 Budget and Five-Year Financial Plan for Regional Solid Waste Management be received.

Carried.

DELEGATIONS

UNFINISHED BUSINESS

a) The Environmental Services Memorandum of Committee Action Items for the period ending January 2015 is presented.

Moved: Director McGregor

Seconded: Director Martin

That the Environmental Services Memorandum of Committee Action Items for the period ending January 2015 be received.

Carried.

b) A Staff Report from Tim Dueck, Solid Waste Program Coordinator on the progress of the Green Bin curbside collection program in the Grand Forks, Electoral Area 'C'/Christina Lake and Electoral Area 'D'/Rural Grand Forks watershed.

Moved: Director Cecchini

Seconded: Director McGregor

That the Staff Report from Solid Waste Program Coordinator regarding the Organics Diversion Program be received.

Carried.

General Manager of Environmental Services, Alan Stanley stated the Area 'D'/Rural Grand Forks green bin collection curbside program has been very successful. Director Russell commented that the majority of residents have given him positive feedback regarding this program.

Moved: Director McGregor

Seconded: Director Rotvold

That the Environmental Services Committee recommend that the RDKB Board of Directors direct Staff to fully implement the Green Bin/garbage/recycling collection service for residents of Area 'C'/Christina Lake in Spring 2015.

Carried.

NEW BUSINESS

a) A Staff Report from Alan Stanley, General Manager of Environmental Services regarding receipt of wastes seized at Government of Canada Land Border Offices (International Waste).

Moved: Director Cecchini

Seconded: Director Rotvold

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That the Environmental Services Committee receive the Staff Report from Alan Stanley, General Manager of Environmental Services regarding receipt of wastes seized at Government of Canada Land Border Offices (International Waste).

Carried.

General Manager of Environmental Services, Alan Stanley, reviewed his staff report for the Committee.

Questions asked by Directors:

- What would the cost be to the RDKB for certifying a landfill to comply with disposal regulations? (Unknown at this time.)
- Are other Regional Districts close to International Borders accepting the disposal? (Some are.)
- What does the United States do with their seized goods? (Unknown at this time.)
- How much is McKelvey Cree landfill taking now? (Once every two weeks in garbage bags).

Discussion:

Why would the RDKB accept questionable international waste when we are trying so hard to extend the life of our landfills.

What options does the Canadian Food Inspection Agency (CFIA) have if the RDKB refuses to accept international waste. (Unknown at this time.)

Moved: Director McGregor

Seconded: Director Cecchini

That the Environmental Services Committee recommend to the RDKB Board of Directors to direct Staff to communicate to the Canadian Food Inspection Agency that RDKB disposal facilities cannot receive International Waste pursuant to Canadian Food Inspection Agency protocols.

Carried.

Opposed: Director Grieve

b) A Staff Report from Alan Stanley, General Manager of Environmental Services regarding non-profit groups diverting refundable beverage containers at RDKB disposal facilities.

Moved: Director Cecchini

Seconded: Director McGregor

That the Environmental Services Committee receive the Staff Report from Alan Stanley, General Manager of Environmental Services regarding non-profit groups diverting refundable beverage containers at RDKB disposal facilities.

Carried.

General Manager of Environmental Services, Alan Stanley explained that there are numerous non-profit groups who are interested in diverting refundable beverage containers and that a formal Board policy should be in place to assure the Board that RDKB liabilities are minimized, that the RDKB is indemnified against actions arising from volunteer groups working at RDKB facilities and that granting access to RDKB facilities is done through an open and transparent process.

Generation to Generation Society has been involved at the McKelvey Creek landfill, built a small structure and use their own plastic bins.

The Board rather than Staff should decide who the successful proponent would be.

Moved: Director McGregor

Seconded: Director Cecchini

That the Environmental Services Committee refer the Draft Refundable Beverage Containers Policy to the Policy, Executive and Personnel Committee and recommend approval.

Carried.

Opposed: Director Gee, Director Rotvold, Director Danchuck and Director McLellan.

c) Correspondence from the Village of Midway dated January 9, 2015, regarding the unmanned recycle trailers removed and eliminated from service.

Moved: Director Rotvold

Seconded: Director Cecchini

That the correspondence from the Village of Midway, dated January 9, 2015, regarding the unmanned recycle trailers removed and eliminated from service be received.

Carried.

d) A Staff Report from Alan Stanley, General Manager of Environmental Services regarding a request from the Village of Salmo to allow bio-solids disposal at the RDKB McKelvey Creek Landfill.

Moved: Director McGregor

Seconded: Director Worley

That the Environmental Services Committee receive the Staff Report from Alan Stanley, General Manager of Environmental Services regarding the request to receive bio-solids for disposal from the Village of Salmo.

Carried.

Moved: Alternate Director McLellan
Cecchini

Seconded: Director

That the Environmental Services Committee recommend that the RDKB Board deny the request from the Village of Salmo, to be reconsidered if appropriate organics management facilities are in place.

Carried.

Opposed: Director Gee

e) A Staff Report from Alan Stanley, General Manager of Environmental Services regarding the draft Big White Solid Waste Service 2015-2019 Annual Budget and Five-Year Financial Plan.

Moved: Director Cecchini

Seconded: Director Martin

That the Staff Report from Alan Stanley, General Manager of Environmental Services, regarding the Draft 2015-2019 Budget and Five-Year Financial Plan for Big White Solid Waste Management, be received.

Carried.

General Manager of Environmental Services, Alan Stanley stated that he will bring more information regarding the draft Big White Solid Waste Service 2015-2019 Annual Budget and Five-Year Financial Plan to the March 11, 2015 Environmental Services Committee meeting.

LATE (EMERGENT) ITEMS

DISCUSSION OF ITEMS FOR FUTURE MEETINGS

QUESTION PERIOD FOR PUBLIC AND MEDIA

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CLOSED (IN CAMERA) SESSION

ADJOURNMENT

Director Cecchini moved that the Environmental Services Committee meeting be adjourned.
Carried. (7:38 p.m.)



Electoral Area Services Minutes

Thursday, February 12, 2015
5:00 p.m.
RDKB Board Room, 2140 Central Ave.,
Grand Forks, BC

Directors Present:

Director Ali Grieve
Director Linda Worley, via teleconference
Director Grace McGregor
Director Roly Russell
Director Vicki Gee

Staff Present:

Mark Andison, General Manager of Operations/Deputy CAO
Donna Dean, Manager of Planning & Development
Maria Ciardullo, Recording Secretary
Deep Sidhu, Financial Services Manager, via teleconference
Maureen Forster, Executive Assistant, via teleconference

CALL TO ORDER

Vice-Chair Russell called the meeting to order at 6:00 p.m.

ACCEPTANCE OF AGENDA (ADDITIONS/DELETIONS)

February 12, 2015

Moved: Director McGregor

Seconded: Director Gee

That the February 12, 2015 Electoral Area Services Agenda be adopted.

Carried.

MINUTES

The January 15, 2015 Electoral Area Services Committee were presented.

Moved: Director Grieve

Seconded: Director Gee

That the minutes of the January 15, 2015 Electoral Area Services Committee meeting be received as presented.

Carried.

DELEGATIONS

D. Sidhu, Financial Services Manager

M. Forster, Executive Assistant

re: RDKB Gas Tax Funding Program

Deep Sidhu and Maureen Forster joined the meeting via teleconference. They reviewed the process, criteria, project types and guidelines for gas tax applications. They stated that the program which is administered by the UBCM has been renewed for another 10 years.

Questions/Comments:

- Does RDKB staff help manage external projects? No, only internal projects
- Expectations of collaboration with gas tax committee members before sending the project to UBCM
- The process timeframe was discussed as well as how much detail should be in each application to receive funding.
- Is the gas tax committee involved in other funding for grants? No, this is done by each service manager.
- Do the Directors see the reporting sent to UBCM? No.

UNFINISHED BUSINESS**Electoral Area Services Committee Memorandum of Action Items**

The Electoral Area Services Committee Memorandum of Action Items to the end of January 2015 was presented.

Mark Andison, General Manager of Operations/Deputy CAO updated the status of the Electoral Area Signage. He stated he was in contact with the Ministry of Transportation and they do not support highways signs when entering/leaving the individual electoral areas.

Director Gee inquired about the Bridesville Unsightly Premises issue and the length of time this needs to be on the action item list. It was stated that this can be struck from the list as the cost would be too great for Bridesville. Director Gee indicated that she plans to consult with

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residents of Bridesville to explain the high costs of establishing a service that would apply only to the townsite.

Moved: Director McGregor

Seconded: Director Worley

That the Electoral Area Services Committee Memorandum of Action Items for the period ending January 2015 be received as presented.

Carried.

Mt. Baldy

RE: Request for Bylaw Amendments from Strata KAS1840

Mt. Baldy Ski Resort - Eagle Residential Area

Strata Plan KAS1840

RDKB File: M-13

The staff report regarding a Request for Bylaw Amendments From Strata KAS1840 was presented.

Moved: Director Grieve

Seconded: Director McGregor

That the staff report regarding a Request for Bylaw Amendments From Strata KAS1840 be received as presented.

Carried.

Donna Dean, Manager of Planning and Development reviewed the application and discussed the four requested changes to the bylaw affecting Strata KAS1840.

There was general discussion on APC comments, the hardship for undeveloped lots and the sufficiency of water lines. Director Gee stated she would like the sprinkler requirements for KAS1840 removed and it was;

Moved: Director Gee

Seconded: Director Grieve

That Amendment Bylaw No. 1559, a bylaw to amend the Mt. Baldy Official Community Plan (Bylaw No. 1335, 2007) be rescinded and that the sprinkler system requirements for Strata KAS1840 be removed.

Defeated.

There was further discussion regarding the size of the water lines and the Committee requested additional information prior to deciding whether to amend Sprinkler Bylaw No. 1323.

Moved: Director Grieve

Seconded: Director McGregor

That second reading of Amendment Bylaw No. 1559, a bylaw to amend the Mt. Baldy Official Community Plan (Bylaw No. 1335, 2007) be rescinded and read a second time as amended with the following addition: to strike Policy 6.3.2.12, requiring a zoning amendment to relax the parking standards; and that staff be directed to hold a public hearing for the Amendment Bylaw.

Carried.

Christina Lake Seniors Housing Society

RE: Request for Extension to Application for Bylaw Amendments

RDKB File: C-44

The staff report regarding the Request for Extension to Application for Amendments to the Electoral Area 'C'/Christina Lake Official Community Plan and Zoning Bylaw by the Christina Lake Seniors Housing Society was presented.

Moved: Director Grieve

Seconded: Director McGregor

That the staff report regarding the Request for Extension to Application for Amendments to the Electoral Area 'C'/Christina Lake Official Community Plan and Zoning Bylaw by the Christina Lake Seniors Housing Society be received as presented.

Carried.

Donna Dean reviewed the application. She stated that the Senior's Society applied for an OCP/Zoning amendment in 2013. There has been many changes since then and they are requesting an extension to their application.

Moved: Director McGregor

Seconded: Director Grieve

That the request by the Christina Lake Seniors Housing Society to extend their application to amend the Electoral Area 'C'/Christina Lake Official Community Plan and Zoning Bylaw to November 2015 be supported.

Carried.

NEW BUSINESS**Crawford Truck and Equipment Repair Ltd.****RE: Development Permit**

1010 Commercial Way, Genelle Industrial Park
 Lot 6, DL 2404, KD, Plan NEP75381
 RDKB File: B-2404-06180.330

The staff report regarding the application submitted by Trevor Crawford for Crawford Truck and Equipment Repair Ltd, for a Development Permit for the parcel legally described as Lot 6, DL 2404, KD, Plan NEP75381 was presented.

Donna Dean reviewed the application with the Committee members. It was noted that the property is in the Industrial Development Permit area.

Moved: Director Grieve

Seconded: Director Worley

That the staff report regarding the application submitted by Trevor Crawford for Crawford Truck and Equipment Repair Ltd, for a Development Permit for the parcel legally described as Lot 6, DL 2404, KD, Plan NEP75381, be received as presented.

Carried.

FortisBC**RE: Development Variance Permit**

2500 Hanna Creek Road, Electoral Area 'B'/Lower Columbia-Old Glory
 Lot A, DL 8627, KD, Plan NEP9466
 RDKB File: B-8627.09385.005

The staff report regarding the application submitted by FortisBC, for a Development Variance Permit for the parcel legally described as Lot A DL 8627 KD Plan NEP9466 was presented.

Moved: Director Worley

Seconded: Director Grieve

That the staff report regarding the application submitted by FortisBC, for a Development Variance Permit for the parcel legally described as Lot A DL 8627 KD Plan NEP9466, be received as presented.

Carried.

Donna Dean reviewed the application and discussed the hardship of the applicant and underground utilities. Also mentioned was the process of notifying adjacent owners.

Moved: Director Grieve

Seconded: Director Worley

That the Development Variance Permit application submitted by FortisBC, for the property legally described as Lot A, DL 8627, KD, Plan NEP9466, requesting a northern interior lot line variance of 3.3m from (4.5m to 1.2m), to construct a storage building, be presented to the Board for consideration, with a recommendation of support.

Carried.

Boundary Women's Transition House
RE: Second Stage Housing Program

The letter from Boundary Women's Transition House dated February 2, 2015 was presented.

Moved: Director McGregor

Seconded: Director Gee

That the letter from Boundary Women's Transition House dated February 2, 2015 be received as presented.

Carried.

Mark Andison explained the program to the Committee members. There was a general discussion on length of stay, funding, available properties in the Boundary region and if there's an equivalent program available elsewhere.

Moved: Director McGregor

Seconded: Director Grieve

That the Electoral Area Services Committee direct staff to prepare a letter to express support for the Boundary Women's Transition House and to request more information on the project regarding grant eligibility.

Carried.

Grant in Aid Report

The report was presented at the meeting.

Director Gee had a request for emergency funding for the Midway curling club and it was;

Moved: Director McGregor

Seconded: Director Grieve

That the Grant in Aid report be received as presented.

Carried.

Moved: Director McGregor

Seconded: Director Gee

That the Electoral Area Services committee recommend to the RDKB Board of Directors that \$4000.00 Grant in Aid be approved for the Midway Curling Club.

Carried.

Gas Tax Report

The Gas Tax report was presented.

Moved: Director Grieve

Seconded: Director McGregor

That the Gas Tax report be received as presented.

Carried.

LATE (EMERGENT) ITEMS

The 2015 Financial Plans for consideration by the Electoral Area Services Committee were presented.

Moved: Director McGregor

Seconded: Director Gee

That the 2015 Financial plans for consideration by the Electoral Area Services Committee be received as presented.

Carried.

DIRECTOR REQUEST FOR STAFF RESOURCES (DISCUSSION)

Rural BC Noise Bylaw Discussion

Director Grieve stated she was approached by a resident of Area 'A' regarding establishment of a noise bylaw. Director Grieve gave a brief history of the area in question and the general consensus of the Committee was that a noise bylaw is very difficult to regulate and enforce and that a noise bylaw can't be put in place for one property.

At this point in time, the Directors are not interested in pursuing a noise bylaw.

CLOSED (IN CAMERA) SESSION

An in-camera session was not required.

ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 6:19 p.m.



**Boundary Economic Development Committee
Minutes**

**Tuesday, February 3, 2015
RDKB Grand Forks Boardroom, Grand Forks
10:00 am**

Committee members present:

Director R. Russell, Chair
Director M. Rotvold
Director N. Krog
Director V. Gee
Director E. Smith
Director G. McGregor (non-voting)

Staff and others present:

J. M. MacLean, Chief Administrative Officer
M. Forster, Executive Assistant
S. Elzinga, Community Futures

Call to Order

The Chair called the meeting to order at 10:10 am.

Election of Vice Chair

J. M. MacLean, Chief Administrative Officer called a first time for nominations for Vice-Chair of the Boundary Economic Development Committee for the year 2015 as follows:

Moved: Director Smith

That Director Rotvold be nominated for the position of Vice-Chair of the Boundary Economic Development Committee for the year 2015.

Director Rotvold accepted the nomination.

There being no further nominations, Director Rotvold was declared Vice-Chair of the Boundary Economic Development Committee for the year 2015.

Consideration of the Agenda (additions/deletions)

The agenda for the February 3, 2015 Boundary Economic Development Committee was presented.

Moved: Director Rotvold Seconded: Director Smith

That the agenda for the February 3, 2015 Boundary Economic Development Committee be adopted as presented.

Carried.

Consideration of the Minutes

The minutes of the Boundary Economic Development Committee meeting held October 7, 2014 are presented.

Moved: Director Rotvold Seconded: Director Gee

That the minutes of the Boundary Economic Development Committee meeting held October 7, 2014 be approved as presented.

Carried.

Delegations

Cindy Alblas, Christina Gateway Community Development Association

Ms. Cindy Alblas, a representative from the Christina Gateway Community Development Association, provided the Committee with a presentation on the idea of developing a destination marketing organization to facilitate the generation of additional resources for tourism marketing.

Ms. Alblas informed the Committee members that a tourism research survey is currently under way in the Boundary. Common threads are emerging on opportunities to directly market the Boundary region. She proposed creating a Destination Marketing

Organization Plan through the collection, of a 2% Municipal Regional District Sales Tax by accommodators. The main goal of the collection of the tax would be to increase bed stays in the shoulder season through direct marketing of the Boundary region. Support for this project was sought from the Committee members.

Moved: Director Krog Seconded: Director Smith

That the Boundary Economic Development Committee hereby supports the development of a Destination Marketing Organization Plan and the collection of a 2% Municipal Regional District Sales Tax on bed stays to be used on direct marketing of the Boundary region.

Carried.

Mr. Jon Summerland, Film Commissioner, Okanagan Film Commission

Mr. Jon Summerland, of the Okanagan Film Commission (OFC), provided the Committee members with a presentation of the annual report of the Okanagan Film Commission's activities. The Committee was informed that the OFC attracts and builds the entertainment industry in the region through infrastructure development, strategic partnering, marketing and promotion.

Unfinished Business

The Boundary Economic Development Committee Memorandum of Committee Action Items for the period ending October 31, 2014 was presented.

Moved: Director Rotvold Seconded: Director Krog

That the Boundary Economic Development Committee Memorandum of Committee Action Items for the period ending October 31, 2014 be received.

Carried.

S. Elzinga will send out a bulletin to the Regional School District for the upcoming Career Days, to encourage the recruitment of students to Okanagan College.

Staff will ensure that a letter be sent to government officials requesting that tourism boundaries remain unchanged.

New Business

Monthly Report from Community Futures

The Boundary Economic Development Committee Monthly report, as prepared by Boundary Community Futures, for January 2015 was presented.

Moved: Director Krog Seconded: Director Rotvold

That the Boundary Economic Development Committee Monthly report, as prepared by Boundary Community Futures, for January 2015 be received.

Carried.

S. Elzinga provided the Committee members with a review of the Community Futures report which included:

- TOTA website launch
- Boundary Country Billboard
- Kettle River Express
- West Boundary Trails
- Business Advisory Program pilot
- Business loans and enquiries
- Job Options Program
- Bridging Program for Women
- Invest Kootenay
- Venture Connect
- BC Rural Network
- Agricultural meeting, and
- Regional Practitioners Network

Discussion ensued on the image bank and BEDC's support of the project. The Committee members expressed concern on not having access to the image bank. The Committee directed S. Elzinga to contact the developer to discuss access to and control of the image bank. The Committee requested clarity around the ownership of the images in this bank.

There was further discussion on the Kettle River Express brochure. The Committee members suggested additional changes and revisions be made to the brochure.

Moved: Director Rotvold Seconded: Director Krog

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Boundary Economic Development Committee
February 3, 2015

That the Boundary Economic Development Committee hereby approves a TOTA funding application in the amount of \$12,500 for the 2015-2016 year.

Carried.

Draft 2015 – 2019 Boundary Economic Development Financial Plan

A staff report from John M. MacLean, CAO presenting the draft 2015 - 2019 Boundary Economic Development Financial Plan was presented.

Moved: Director Krog Seconded: Director Krog

That the staff report from John M. MacLean, CAO presenting the draft 2015 - 2019 Boundary Economic Development Financial Plan be received.

Carried.

The Committee members discussed topics for discussion during the next Strategic Planning Session March 18, 2015.

Strategic Planning Session - Discussion

The Committee members discussed the proposed scheduling and plan for the next Strategic Planning Session to be held on March 18, 2015. It was suggested to have a more regional strategic plan discussion by inviting city councillors, a Selkirk College education provider and industry specialists. J. MacLean and S. Elzinga will meet to discuss and develop a plan and report back to the Committee.

Late (Emergent) Items

There were no late (emergent) items.

Discussion of items for future agendas

The next Boundary Economic Development Committee meeting will be rescheduled to March 5, 2015.

Question Period for Public and Media

A question period for public and media was not necessary.

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Boundary Economic Development Committee
February 3, 2015

Closed (In camera) Session

A closed (in camera) session was not necessary.

Adjournment

The meeting was adjourned at 11:55 am.

mf



**Beaver Valley Recreation Committee Meeting
Minutes
Tuesday, February 10, 2015
Beaver Valley Arena Meeting Room, Fruitvale, BC**

Committee members present:

Director A. Grieve, Chair
Director J. Danchuk
Director P. Cecchini

Staff and others present:

M. Daines, Manager of Facilities and Recreation
M. Forster, Executive Assistant and Recording Secretary
6 members of the public

CALL TO ORDER

The Chair called the meeting to order at 4:45 pm.

ACCEPTANCE OF THE AGENDA (additions/deletions)

The agenda for the February 10, 2015 Beaver Valley Recreation Committee meeting was presented.

Moved: Director Cecchini Seconded: Director Danchuk

That the agenda for the February 10, 2015 Beaver Valley Recreation Committee meeting be adopted as presented.

Carried.

ADOPTION OF MINUTES

The minutes of the Beaver Valley Recreation Committee meeting held January 13, 2015 were presented.

Moved: Director Cecchini Seconded: Director Danchuk

That the minutes of the Beaver Valley Recreation Committee meeting held January 13, 2015 be adopted as presented.

Carried.

DELEGATIONS

Kootenay Columbia Trails Society Art Benzer

A delegation from the Kootenay Columbia Trails Society (KCTS) attended the Beaver Valley Recreation Committee meeting and provided the Committee members with an update on KCTS activities. A. Benzer informed the Committee that KCTS was exploring the possibility of approaching potential land owners with hopes of acquiring land for further trail development. A. Benzer also proposed that the BV Recreation Committee become involved in this proposed initiative. Director P. Cecchini and A. Benzer will work together in approaching potential land owners to see if there is a willingness on the part of the land owners for involvement in the proposed land acquisition initiative. Chair Grieve informed the members of KCTS that the BV Recreation Committee has had challenges in the past in recruiting volunteers to assist in trail development. Committee members suggested placing a newspaper ad looking for volunteers for trail development.

Chair Grieve thanked the delegation for attending the meeting.

Non-Motorized Biking Trails G. Wade

G. Wade spoke to Committee members on the lack on non-motorized biking trails in Fruitvale. He informed the Committee that he is currently working with a group of volunteers on trail development and proposed a connection to the Antenna Trail. Chair Grieve informed G. Wade that although the Committee has budgeted funds for trail development, the Committee does not have the capacity to lead a project such as this. M. Daines, Manager, Facilities and Recreation, offered his assistance should Mr. Wade bring forward ideas in forming a group to develop additional trails.

UNFINISHED BUSINESS

The Beaver Valley Recreation Committee Memorandum of Action Items for the period ending January 31, 2015 was presented.

Moved: Director Cecchini Seconded: Director Danchuk

That the Beaver Valley Recreation Committee Memorandum of Action Items for the period ending January 31, 2015 be received as presented.

Carried.

M. Daines, Manager of Facilities and Recreation
re: Beaver Valley Recreation Committee 2015 Budgets

A staff report from M. Daines, Manager of Facilities and Recreation regarding the 2015 Beaver Valley Recreation 2015-2019 Financial Plans (Beaver Valley Arena, Parks and Trails, Beaver Valley Recreation) was presented.

Moved: Director Danchuk Seconded: Director Cecchini

That the staff report from M. Daines, Manager of Facilities and Recreation regarding the 2015 Beaver Valley Recreation 2015-2019 Financial Plans (Beaver Valley Arena, Parks and Trails, Beaver Valley Recreation) be received as presented.

Carried.

That the staff report from M. Daines, Manager of Facilities and Recreation regarding the 2015-2019 Beaver Valley Recreation Financial Plans receive preliminary approval from the Beaver Valley Recreation Committee.

Preliminary approval of the 2015-2019 Beaver Valley Recreation Financial Plans was deferred until the Committee members had an opportunity to discuss the Age Friendly Seniors Coordinator position later in the meeting.

M. Daines, Manager of Facilities and Recreation, reviewed the Beaver Valley Arena capital projects that have been budgeted for. He informed that some projects may be eligible for Gas Tax Funding.

NEW BUSINESS**Discussion Item**

Director A. Grieve, Chair - Beaver Valley Recreation Committee
re: Meeting with City of Trail

Chair Grieve informed the Committee members that an email was received from the City of Trail informing the Committee that discussions around the Recreation Funding Agreement will be scheduled after the City of Trail has talks with the Village of Warfield. The Committee was also informed that Director Moore has proposed a group discussion with East End Directors dealing with recreation in the community. The Beaver Valley Recreation Committee concurred to participate in the proposed discussion.

Discussion Item

Director A. Grieve, Chair - Beaver Valley Recreation Committee
re: Outcome of Town Hall Meeting

The attendance was low at the BV Rec 101 meeting held on January 14, 2015. The public requested information on what recreation programs were available to seniors. The Committee discussed developing a recreation plan or a communications strategy on recreation. The Committee concurred that a formal request be made to Columbia Basin Trust to develop a 4 year initiative program on seniors recreation and use Beaver Valley recreation as a pilot.

Discussion Item

M. Daines, Manager of Facilities and Recreation
re: Gas Tax Grant Applications

Chair Grieve would like further discussion on Gas Tax Funding Applications. Chair Grieve may now have projects which could qualify for Gas Tax Funding since changes in criteria have been made.

M. Daines, Manager of Facilities and Recreation

re: Village of Fruitvale Request Regarding Seniors Coordinator

A staff report from M. Daines, Manager of Facilities and Recreation regarding a proposal from the Village of Fruitvale to increase the amount budgeted for the Age Friendly Seniors Coordinator was presented.

Moved: Director Cecchini Seconded: Director Danchuk

That the staff report from M. Daines, Manager of Facilities and Recreation regarding a proposal from the Village of Fruitvale to increase the amount budgeted for the Age Friendly Seniors Coordinator be received as presented.

Carried.

Director Danchuk requested that a decision on increasing the amount budgeted for the Age Friendly Seniors Coordinator position be deferred until the matter is brought before Mayor Danchuk's council members for further discussion and approval.

LATE (EMERGENT) ITEMS

Beaver Valley Land Use Acquisition

A Staff report from M. Daines, Manager of Facilities and Recreation, regarding a Restrictive Covenant from the RDKB's solicitors to assist the Beaver Valley Recreation Committee to decide which uses it wished to permit and which uses it wishes to restrict on the lands gifted from Libby Nelson was presented.

Moved: Director Cecchini Seconded: Director Danchuk

A Staff report from M. Daines, Manager of Facilities and Recreation, regarding a Restrictive Covenant from the RDKB's solicitors to assist the Beaver Valley Recreation Committee to decide which uses it wished to permit and which uses it wishes to restrict on the lands gifted from Libby Nelson be received.

Carried.

Moved: Director Cecchini Seconded: Director Danchuk

That the Beaver Valley Recreation Committee hereby agrees that the lands gifted by Libby Nelson be used for multi use/non-motorized activities only.

Carried.

DISCUSSION OF ITEMS FOR FUTURE MEETINGS

Have discussions on holding a meeting to deal with a Beaver Valley recreation plan and direction at the April or May, 2015 BV Recreation Committee meeting.

QUESTION PERIOD FOR PUBLIC AND MEDIA

Members of the public attending the Committee meeting inquired about installing a pickle ball court and forming a Recreation Advisory Committee in order to lessen the BV Recreation Committee's workload.

CLOSED (IN CAMERA) SESSION

A closed (in camera) session was not required.

ADJOURNMENT

The next Beaver Valley Recreation Committee will be scheduled for March 16, 2015.

The Committee meeting was adjourned at 6:15 pm.

mf



East End Services Committee

Minutes

Monday, February 16, 2015

RDKB Board Room

Trail, BC

4:30 p.m.

Directors Present

Director A. Grieve - Chair
Director K. Moore
Director M. Martin
Director P. Cecchini
Director L. Worley (via teleconference)
Director J. Danchuk
Director T. Pahl

Staff Present:

T. Lenardon, Manager of Corporate Administration/Recording Secretary
M. Andison, General Manager of Operations/Deputy Chief Administrative Officer
T. Martin, Fire Chief, Kootenay Boundary Regional Fire Rescue
D. Derby, Deputy Fire Chief, Kootenay Boundary Regional Fire Rescue
B. Burget, General Manager of Finance
Corrie Goldsbury, Manager Police-Based Victims Assistance
Mark Daines, Manager of Facilities and Recreation
2 members of the Kootenay Boundary Regional Fire Rescue Service

Call to Order

The Chair called the meeting to order at 4:30 p.m.

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East End Services Committee
February 16, 2015

Acceptance of the Agenda (additions/deletions)

The agenda for the East End Services Committee meeting held February 16, 2015 was presented.

The Chair advised that a Memorandum regarding the Emergency 9-1-1 Trail Fire Dispatch January 2015 Statistics would be added to New Business as Item No. 6C), and it was;

Moved: Director Cecchini

Seconded: Director Moore

That the agenda for the East End Services Committee meeting held February 16, 2015 be adopted as amended.

Carried.

Minutes

The minutes of the East End Services Committee meeting held January 20, 2015 were presented.

Moved: Director Martin

Seconded: Director Moore

That the minutes of the East End Services Committee meeting held January 20, 2015 be adopted as presented.

Carried.

Delegations

Anthony Bell and Hal Harrison
Kootenay Columbia Trails Society (KCTS)
re: 2015 Funding Request

The Chair welcomed the delegates to the meeting.

Mr. Bell, Vice-President, KCTS introduced Mr. Harrison and advised that they were attending the meeting to present information respecting a request for an increase of \$22,600 (from \$67,900 to \$90,500) in RDKB funding.

Mr. Bell provided the Committee members with information regarding the growth in the number of new trails and the increase in maintenance work throughout the local area, mostly completed by volunteers. The RDKB funding contributes to the success of the

group's work, however given the growth over the past 2-3 years, more funding is required to maintain and improve the growing system.

Mr. Bell also explained the challenges and concerns in completing trail work, negotiations with private and corporate landowners and the work that is being undertaken to complete several trails in the network.

The delegates answered questions respecting trails maintenance, staffing, the KCTS funding stream and the relationship and discussions with the Castlegar Friends of Parks and Trails with respect to KCTS work on the Trans Canada Trail.

The Chair thanked the delegates for the presentation and for the work the KCTS undertakes to improve the trails network.

The delegates thanked the Committee members for the opportunity to discuss the funding request and they left the meeting.

Moved: Director Danchuk

Seconded: Director Pahl

That the presentation and funding request from the Kootenay Columbia Trails Society be received.

Carried.

Unfinished Business

East End Services Committee Memorandum of Action Items

The East End Services Committee Memorandum of Action Items for the period ending January 31, 2015 was presented.

Moved: Director Moore

Seconded: Director Martin

That the East End Services Committee Memorandum of Action Items for the period ending January 31, 2015 be received.

Carried.

Director Moore referred to the action item respecting recruitment of non-elected Rossland citizens to sit on the Lower Columbia Initiatives Corporation (LCIC) Board. She advised that she approached Rossland residents respecting this matter, but that unfortunately, although they were interested and grateful for the invitation, they are already fully committed and would not have the time to be this involved on the LCIC Board.

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East End Services Committee

February 16, 2015

Director Danchuk noted that he will seek to recruit non-elected representation from Montrose. Should there be no individuals available, the RDKB will advertise for the positions, and it was;

Moved: Director Moore

Seconded: Director Pahl

That Director Danchuk recruit two non-elected Montrose residents who may be interested to participate on the Lower Columbia Initiatives Board of Directors. **FURTHER** should recruitment from Montrose be unsuccessful, that RDKB staff advertise for the non-elected positions making public that interested individuals from any community within the RDKB East End may be appointed.

Carried.

2015 Budget/2015-2019 Financial Plan Police-based Victims Assistance

The proposed Police-based Victims Assistance Service 2015 - 2019 Five Year Financial Plan was presented.

Moved: Director Cecchini

Seconded: Director Moore

That the proposed Police-based Victims Assistance 2015-2019 Five Year Financial Plan be received.

Carried.

Corrie Goldsbury, Police-based Victims Assistance Program Manager advised that there have been no changes to the proposed 2015 Budget/Five Year Financial Plan since the January meeting.

There was a discussion respecting the use of surplus and reserve funds to offset taxation in future years.

Director Moore referred to the 2% increase that is included in the budget for undetermined supplementary expenses and expressed concerns that this will be an ongoing arrangement.

Staff explained that this 2% is standard in all services and that it can carry from year to year (e.g. increases for CUPE staff according to the Collective Agreement, other potential increases due to matters that may not have taken place to date etc.). This is

an estimate for the actual amounts, which quite often come in less than 2% once the actual figures have been determined.

After further review, it was;

Moved: Director Danchuk

Seconded: Director Worley

That the East End Services Committee approves the proposed Police-based Victims Assistance 2015-2019 Five Year Financial Plan. **FURTHER** that the Financial Plan be referred to the Finance Committee with a recommendation that it be included in the overall Regional District of Kootenay Boundary 2015-2019 Five Year Financial Plan.

Carried.

2015 Budget/2015-2019 Financial Plan East End Economic Development

The proposed East End Economic Development Service 2015 - 2019 Five Year Financial Plan was presented.

Moved: Director Moore

Seconded: Director Pahl

That the proposed East End Economic Development Service 2015-2019 Five Year Financial Plan be received.

Carried.

Staff briefly reviewed the proposed Budget/Financial Plan and explained the contract with the Lower Columbia Community Development Team Society for the delivery of economic development services by the Lower Columbia Initiatives Corporation noting that the only additional cost is the board fee.

There was a discussion regarding board fees, which are addressed in the General Government (Administration) Budget and which cover costs for the administration and finance department, legal matters and other similar functions. This matter will be reviewed further at the February 24th Finance Committee meeting.

Moved: Director Moore

Seconded: Director Martin

That the East End Services Committee approves the proposed East End Economic Development 2015-2019 Five Year Financial Plan. **FURTHER** that the Financial Plan be

referred to the Finance Committee with a recommendation that it be included in the overall Regional District of Kootenay Boundary 2015-2019 Five Year Financial Plan.

Carried.

**2015 Budget/ 2015-2019 Five Year Financial Plan
East End Cemeteries Service**

The proposed East End Cemeteries Service 2015-2019 Five Year Financial Plan was presented.

Moved: Director Danchuk Seconded: Director Cecchini

That the proposed East End Cemeteries Service 2015-2019 Five Year Financial Plan be received.

Carried.

Staff reviewed the cemetery contracts with the Cities of Trail and Rossland and the Village of Fruitvale. There is a decrease in the requisition amount of \$41,987 (9.19%) due to a decrease in the number of capital projects.

Staff addressed concerns and answered inquiries from the Committee members with respect to the significant increase to the proposed property tax requisition in 2019. There was a discussion regarding ways to avoid such an increase in a single year.

Staff was directed to review the taxation/reserves in order to stabilize taxation among the years and present the Financial Plan back to the Committee in March.

Director Moore expressed concerns respecting the potential for all budgets to have automatic requisition increases (eg 2%) and that more strategic thought to the future/bigger picture should be given.

Moved: Director Worley Seconded: Director Martin

That staff review the taxation/reserves and prepare a plan to stabilize taxation among the years. **FURTHER** that the East End Cemeteries 2015-2019 Five Year Financial Plan be brought back to the Committee in March.

Carried.

(Director Moore opposed)

**2015 Budget/2015-2019 Five Year Financial Plan
Culture, Arts and Recreation for the Lower Columbia**

The proposed 2015-2019 Financial Plan for the Culture, Arts and Recreation for the Lower Columbia Service was presented.

Moved: Director Danchuk Seconded: Director Moore

That the proposed Culture, Arts and Recreation for the Lower Columbia 2015-2019 Five Year Financial Plan be received.

Carried.

Staff reviewed the proposed budget and property tax requisition. There have been no changes to the property tax requisition since the January meeting. The reserves have been increased with a slight contribution from the surplus.

The Committee members discussed the request from the Kootenay Columbia Trails Society for an increase (\$20,600) in funding from \$67,900 to \$90,500.

The growth of the overall trails service and other funding streams were reviewed. There was general agreement that the KCTS contributes a valuable service to the local area.

The Committee reviewed potential funding from other sources and explained how the RDKB funds are utilized. Staff noted that based on the KCTS's funding request, it appears that the RDKB funding would be specific to trails maintenance and that funding from other sources may be used for capital projects.

Directors Cecchini and Danchuk noted that more information is required to make a decision, and it was;

Moved: Director Worley Seconded: Director Pahl

That the East End Services Committee approves the proposed Culture, Arts and Recreation for the Lower Columbia 2015-2019 Five Year Financial Plan with the allocation of up to \$80,000 for the Kootenay Columbia Trails Society with the additional new funding to be subtracted from the proposed contribution to reserves. **FURTHER** that the Five Year Financial Plan be referred to the Finance Committee with a recommendation that it be included in the overall Regional District of Kootenay Boundary 2015-2019 Five Year Financial Plan. **FURTHER** that the Kootenay Columbia

Trails Society be requested to provide full financial statements that include all budget information.

Carried.

(Directors Cecchini and Danchuk opposed)

**2015 Budget/2015-2019 Five Year Financial Plan
Kootenay Boundary Regional Fire Rescue Service**

The proposed Kootenay Boundary Regional Fire Rescue Service 2015-2019 Five Year Financial Plan and the Training Officer Memorandum from Deputy Chief Dan Derby were presented.

Moved: Director Cecchini

Seconded: Director Danchuk

That the proposed Kootenay Boundary Regional Fire Rescue Service 2015-2019 Five Year Financial Plan as well as the Training Officer Memorandum from Deputy Chief Dan Derby be received.

Carried.

Fire Chief Martin reviewed the contribution to reserves and the surplus and provided examples of where this funding could be allocated.

It was noted that staff did not expect the surplus amount and they requested direction from the Committee members as to where these funds should be allocated, and it was;

Moved: Director Moore

Seconded: Director Cecchini

That staff allocate one-half of the surplus amount into the equipment reserve account and that the other half of the surplus be used to offset taxation.

Carried.

It was agreed to have the budgets better reflect the actual figures. Staff will continue to work towards balancing the budget while managing projections for unknown expenses.

The Committee reviewed cost efficiencies, training needs, a reserve policy, and maintaining the current level of service. Staff will bring a revised budget back to the Committee in March.

Training Officer Position

Deputy Fire Chief Derby presented his report advising that the focus is based on a need that the Fire Service has as opposed to cost-savings. He explained the recommendations with regards to training as set out in the 2014 Fire Services Review - Mitchell Report in relation to the Playbook and the statutory and regulatory obligations (including the Workers Compensation Act) as well as new provincial firefighter training standards that highlight the need for this position. There is a need to build capacity to comply with the regulations.

Staff answered inquiries respecting risk management, including the consequences of non-compliance with statutory and regulatory training obligations, the importance of tracking and documenting training procedures and activities, and the duties of a fire training officer including the responsibility for instructing courses.

The Committee members discussed the report at length.

Moved: Director Worley Seconded: Director Pahl

That the funding required to hire a Fire Training Officer position be allocated in the Kootenay Boundary Regional Fire Rescue Service 2015-2019 Five Year Financial Plan.

The Committee continued to discuss the proposed position.

It was noted that to accomplish its fiduciary duty, the Committee needs to understand what the cost implications will be. More information respecting the present volume of training and the level of training required to obtain the necessary qualifications and skill advancement is required.

The Committee also requested information respecting training gaps and how the training officer position would address the gaps.

Director Moore noted she would like to see more figures in the report as well as the costs and benefits of this proposed position. She stated that there may be a need for this position but that there also may be other options to address the training issues.

Staff reviewed the training needs for the paid on call fire fighters and noted that it is important that the career and volunteer firefighters have the same level training (interior and exterior).

There was general agreement from the Committee members that a written report to justify the fire training officer position is required. Staff will gather this information and consult with Directors Pahl and Martin and bring back the information to the March Committee meeting.

Moved: Director Cecchini

Seconded: Director Martin

That consideration of the allocation of the funding required to hire a Fire Training Officer position be deferred to the March meeting so that the Committee can review and discuss a staff report that will provide additional information respecting the present volume of training, the level of training required to obtain the necessary qualifications and skill advancement and training gaps and how a training officer position would address the gaps. **FURTHER** that the staff report also illustrate the costs and benefits of the position and any other information that will justify the need.

Carried.

(Director Worley opposed)

**2015 Budget/2015-2019 Five Year Financial Plan
East End Custom and Conventional Transit Services**

The proposed East End Custom and Conventional Transit Services 2015-2019 Five Year Financial Plan was presented.

Moved: Director Worley

Seconded: Director Danchuk

That the proposed East End Custom and Conventional Transit Services 2015-2019 Five Year Financial Plan be received.

Carried.

Staff advised that additional budget information respecting the Financial Plan is forthcoming and will be provided at the March meeting.

Director Moore requested additional information on the Interior Health Authority Fee for Service Contract and it was;

Moved: Director Moore

Seconded: Director Pahl

That staff provide further information and clarification respecting the Interior Health Authority Fee for Service Contract.

Carried.

New Business**J. MacLean-Feb 13/15****re: Victim Service/Crime Prevention Transfer Under Agreement**

A staff report from John M. MacLean, CAO presenting the Victim Service and Crime Prevention Division Transfer Under Agreement for Fiscal 2015 - 2016 was presented.

Moved: Director Cecchini

Seconded: Director Danchuk

That the staff report from John M. MacLean, CAO presenting the Victim Service and Crime Prevention Division Transfer Under Agreement for Fiscal 2015-2016 be received.

Carried.

Moved: Director Cecchini

Seconded: Director Danchuk

That the East End Services Committee recommends to the Regional District of Kootenay Boundary Board of Directors that the Victim Service and Crime Prevention Division Transfer Under Agreement for Fiscal 2015-2016 be approved. **FURTHER** that the Board of Directors authorizes the RDKB signatories to sign the agreement.

Carried.

**East End Services Committee
Annual Requisition and Budget Summary**

The draft East End Service 2015 Annual Requisition and Budget Summary was presented.

Moved: Director Martin

Seconded: Director Moore

That the draft East End Service 2015 Annual Requisition and Budget Summary be received.

Carried.

T. Martin-Feb 11/15**re: 9-1-1 Trail Fire Dispatch Jan/15 Stats**

A Memorandum from Terry Martin, Regional Fire Chief & Fire Dispatch Manager was presented.

Moved: Director Pahl

Seconded: Director Moore

That the Memorandum from Terry Martin, Regional Fire Chief & Fire Dispatch Manager be received.

Carried.

Late (Emergent) Items

There were no late emergent items to discuss.

Discussion of items for future agendas

Question Period for Public and Media

A question period was not required.

Closed (In camera) Session

Closed (incamera) session pursuant to Section 90 1 (c) of the *Community Charter*.

Moved: Director Danchuk

Seconded: Director Cecchini

That the East End Services Committee proceed to a closed meeting (time: 6:25 p.m.).

Carried.

Moved: Director Pahl

That the East End Services Committee reconvene to the regular meeting (time: 6:40 p.m.).

Carried.

Adjournment

There being no further business, it was;

Moved: Director Martin

That the regular meeting be adjourned (time: 6:42 p.m.)

Carried.



**East End Sewerage Committee Meeting
Minutes**

**Tuesday, February 3, 2015
RDKB Board Room, Trail, BC
3:00 pm**

Committee members present:

Director K. Moore, Chair
Director M. Martin
Director L. Worley, Non-voting
Alternate Director B. Rakuson

Staff and others present:

J. M. MacLean, Chief Administrative Officer
A. Stanley, General Manager of Environmental Services
B. Teasdale, Manager of Infrastructure and Sustainability
G. Denkovski, Engineering and Safety Coordinator
M. Forster, Executive Assistant and Recording Secretary
E. Verigin, Consultant representing AM Ford Developments

Call to Order

The Chair called the meeting to order at 3:00 pm.

Election of Vice-Chair

J. M. MacLean, Chief Administrative Officer called a first time for nominations for Vice-Chair of the East End Sewerage Committee for the year 2015 as follows:

Moved: Director Martin

That Alternate Director Rakuson be nominated for the position of Vice-Chair of the East End Sewerage Committee for the year 2015.

Alternate Director Rakuson accepted the nomination.

There being no further nominations, Alternate Director Rakuson was declared Vice-Chair of the East End Sewerage Committee.

Adoption of Agenda (Additions/Deletions)

The agenda for the February 3, 2015 East End Sewerage Committee meeting was presented.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the agenda for the February 3, 2015 East End Sewerage Committee meeting be adopted as presented.

Carried.

Adoptions of Minutes

The minutes of the East End Sewerage Committee meeting held on November 4, 2014 were presented.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the minutes of the East End Sewerage Committee meeting held on November 4, 2014 be adopted as presented.

Carried.

Delegation(s)

There were no delegations present.

Unfinished Business

East End Sewerage Committee Memorandum of Action Items

The East End Sewerage Committee Memorandum of Action Items for the period ending November 30, 2014 was presented.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the East End Sewerage Committee Memorandum of Action Items for the period ending November 30, 2014 be received as presented.

Carried.

AM Ford Development Formal Proposal for Possible Land Exchange Activities at CPCC

A Staff Report, from B. Teasdale, Manager of Infrastructure and Sustainability, regarding a recently advanced proposal from E. Verigin Consultants (representing AM Ford Development) to look at completing a land swap for properties located in and around the RDKB's CPCC Facility, was presented.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the Staff Report, from B. Teasdale, Manager of Infrastructure and Sustainability, regarding a recently advanced proposal from E. Verigin Consultants (representing AM Ford Development) to look at completing a land swap for properties located in and around the RDKB's CPCC Facility, be received.

Carried.

A. Stanley, General Manager of Environmental Services provided the Committee members with a brief overview of the plan for the proposed land exchange.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the East End Sewerage Committee approve the current request for AM Ford Development as per the correspondence and site plans from E. Verigin Consultants dated January 14, 2015 with respect to the proposed land swap activities and further encroachment area onto CPCC lands in order to restructure the ownership of lands so that the end result can better serve both AM Ford Development and the Regional District of Kootenay Boundary.

Carried.

New Business**CPCC Sanitary Sewer Monthly Reports - October, November and December 2014**

Staff Reports by J. Paakkunainen, Chief Operator, regarding the Sanitary Sewer Monthly reports for October, November and December 2014, were presented.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the Staff Reports by J. Paakkunainen, Chief Operator, regarding the Sanitary Sewer Monthly reports for October, November and December 2014, be received.

Carried.

Regional Flow Metering Construction Project Update

Correspondence from ISL Engineering and Land Services Ltd. regarding a final summary report on the Regional Flow Metering Upgrade Project was presented.

Moved: Alternate Director Rakuson Seconded: Director Martin

That the correspondence from ISL Engineering and Land Services Ltd. regarding a final summary report on the Regional Flow Metering Upgrade Project be received.

Carried.

Director Martin inquired as to whether all flow meters were compatible between Rossland, Warfield and Trail. A. Stanley, General Manager of Environmental Services, confirmed that a professional was engaged to provide certification, the cost of which was included in the budget.

Regional Sewer Draft 2015-2019 Budget and Financial Plan

A Staff Report from B. Teasdale, Manager of Infrastructure and Sustainability, regarding the Draft East End Regionalized Sewer Utility 2015-2019 Budget and Five Year Financial Plan, was presented.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the Staff Report from B. Teasdale, Manager of Infrastructure and Sustainability, regarding the Draft East End Regionalized Sewer Utility 2015-2019 Budget and Five Year Financial Plan, be received.

Carried.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the East End Sewerage Committee hereby directs Staff to continue in the development of the East End Regionalized Sewer Utility's 2015-2019 Budget and Financial Plan.

Carried.

The Committee members commented that it would be useful to have an overall comparison Summary Sheet on the overall budget. Staff will draft a summary and will circulate it back to the Committee. The Committee was informed that the communities of Rivervale and Oasis (RDKB Electoral Area 'B'/Lower Columbia-Old Glory) contribute a fixed rate of 1.45% of the total annual budget of the service. The Committee requested a new review of the Rivervale/Oasis Agreement once the installation of a new flow meter has been completed. The rate will be recalculated based on new flow data.

Oasis-Rivervale Sewer Draft 2015-2019 Budget and Financial Plan

A Staff Report from B. Teasdale, Manager of Infrastructure and Sustainability, regarding the Draft 2015-2019 Budget and Five Year Financial Plan for the Oasis-Rivervale Sewer Utility Service was presented.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the Staff Report from B. Teasdale, Manager of Infrastructure and Sustainability, regarding the Draft 2015-2019 Budget and Five Year Financial Plan for the Oasis-Rivervale Sewer Utility Service, be received.

Carried.

Moved: Alternate Director Rakuson Seconded: Director Martin

That the East End Sewerage Committee hereby directs Staff to continue with the development of the Oasis/Rivervale Sewer Utility's 2015-2019 Budget and Five Year Financial Plan.

Carried.

Regional Sewer - Trail Benefiting Draft 2015-2019 Budget and Financial Plan

A Staff Report from B. Teasdale, Manager of Infrastructure and Sustainability, regarding the draft 2015-2019 Budget and Five Year Financial Plan for the current Regionalized East End Sewer Utility infrastructure and the sole benefiting community of Trail, was presented.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the Staff Report from B. Teasdale, Manager of Infrastructure and Sustainability, regarding the draft 2015-2019 Budget and Five Year Financial Plan for the current Regionalized East End Sewer Utility infrastructure and the sole benefiting community of Trail, be received.

Carried.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the East End Sewerage Committee hereby directs Staff to continue in the development of the Regionalized East End Sewer Utility infrastructure's (Sole Benefiting community of Trail) 2015-2019 Budget and Five Year Financial Plan.

Carried.

Committee members inquired about zero reserves being carried forward and the minimum and/or maximum amount of reserves that should be budgeted for. A. Stanley, General Manager of Environmental Services, informed the Committee members that a policy addressing minimum and/or maximum amounts of reserves has not been established.

Moved: Alternate Director Rakuson Seconded: Director Martin

That the East End Sewerage Committee hereby directs staff to create a reserve policy for the Committee's consideration.

Carried.

Regional Sewer - Rossland Benefiting Draft 2015-2019 Budget and Financial Plan

A Staff Report from B. Teasdale, Manager of Infrastructure and Sustainability, regarding the draft 2015-2019 Budget and Five Year Financial Plan for the current Regionalized East End Sewer Utility infrastructure and the sole benefiting community of Rossland was presented.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the Staff Report from B. Teasdale, Manager of Infrastructure and Sustainability, regarding the draft 2015-2019 Budget and Five Year Financial Plan for the current Regionalized East End Sewer Utility infrastructure and the sole benefiting community of Rossland be received.

Carried.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the East End Sewerage Committee directs Staff to continue the development of the Regionalized East End Sewer Utility infrastructure's and the Sole Benefiting community of Rossland, 2015-2019 Budget and Five Year Financial Plan.

Carried.

Staff will provide further clarification on what is included in the insurance coverage on the Regional Interceptor in Rossland.

Regional Sewer - Rossland & Warfield Benefiting Draft 2015-2019 Budget and Financial Plan

A Staff Report from B. Teasdale, Manager of Infrastructure and Sustainability, regarding the draft 2015-2019 Budget and Five Year Financial Plan for the current Regionalized East End Sewer Utility infrastructure and the dual benefiting communities of Rossland and Warfield was presented.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the Staff Report from B. Teasdale, Manager of Infrastructure and Sustainability, regarding the draft 2015-2019 Budget and Five Year Financial Plan for the current

Regionalized East End Sewer Utility infrastructure and the dual benefiting communities of Rossland and Warfield, be received.

Carried.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the East End Sewerage Committee hereby directs Staff to continue in the development of the Regionalized East End Sewer Utility infrastructure's, Dual Benefiting communities of Rossland and Warfield, 2015-2019 Budget and Five Year Financial Plan.

Carried.

The Committee members inquired about a Utility Service Agreement in the Budget. They were informed that the Agreement was established, during the construction of the Regional Interceptor, with four residents of Warfield who were unable to get water to their properties. The RDKB agreed to pay the residents' utility costs in perpetuity.

Moved: Director Martin Seconded: Alternate Director Rakuson

That Staff will provide the East End Sewerage Committee with details on the ongoing legalities surrounding the Utility Service Agreement to pay utility costs in perpetuity to four residents in Warfield who were unable to obtain water to their properties during the construction of the Regional Interceptor.

Carried.

Liquid Waste Management Plan Advisory Committees Information

A Staff Report from A. Stanley, General Manager of Environmental Services regarding the composition of Liquid Waste Management Plan Local and Technical Advisory Committees was presented.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the Staff Report from A. Stanley, General Manager of Environmental Services regarding the composition of Liquid Waste Management Plan Local and Technical Advisory Committees be received.

That the East End Sewerage Committee direct Staff to amend the Terms of Reference of the RDKB Liquid Waste Management Plan Joint Local and Technical Advisory Committees.

Carried.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the East End Sewerage Committee directs Staff to amend the Terms of Reference of the RDKB Liquid Waste Management Plan Joint Local and Technical Advisory Committees to add up to 3 members from each municipality and to combine the 3 existing local advisory committees into 2 committees.

Carried.

The Committee members discussed a request from the City of Rossland to return to the first stage of the Liquid Waste Management Plan (LWMP) for further discussion. The LWMP, which has already advanced to the second stage, is ready to go out to public consultation. The City of Rossland proposed a stand-alone plant. However the proposed site would be situated on endangered species land. Rather than returning to the first stage of the LWMP, the Province instructed the participants to renegotiate to find a mutually acceptable agreement. Two proposed options went to public consultation: the plant would stay at the same place and undergo upgrades or would be moved towards the airport. The public consultation resulted in a further request to propose more options for consideration.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the East End Sewerage Committee hereby directs Staff to convene a Steering Committee, comprised of all Directors and Alternate Directors, for an information session on liquid waste management planning process.

Carried.

Regional Flow Meter Reporting Proposal

A Staff Report from G. Denkovski, Engineering and Safety Coordinator, regarding a review of the reporting proposal summarizing volume data collected was presented.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the Staff Report from G. Denkovski, Engineering and Safety Coordinator, regarding a review of the reporting proposal summarizing volume data collected, be received.

Carried.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the East End Sewerage Committee recommend to the Board of Directors that they approve the proposal from ISL Engineering and Land Services Ltd. (ISL) to review volume data and report findings monthly to the RDKB for the Rossland and Warfield Flow Metering Stations in the amount of \$15,000 plus a anticipated \$1,800 for maintenance and applicable taxes and authorize the Regional District's Signatories to enter into a contract.

Carried.

The Committee members requested staff provide a mock up of the report which will review volume data to be provided for the Committee's review on a monthly basis. Chair Moore inquired about the RFP process used to engage the services of ISL. The Committee was informed that an RFP was not used and that staff accepted ISL's proposal based on the fact that this was a relatively specialized service and it made sense to continue the engagement with an organization who had supplied the service in the past. Staff will look into the cost of conducting a review on the quality of services provided by ISL and report back to the Committee.

Moved: Director Martin Seconded: Alternate Director Rakuson

That the East End Sewerage Committee directs Staff to release flow data only after a third-party qualified professional certifies the flow data. **FURTHER**, that certified data be released to all service participants at the same time.

Carried.

Late (Emergent) Items

A tour of the plant will be arranged for the East End Sewerage Committee in the near future.

Discussion of items for future agendas

A Steering Committee will be convened for an information session to discuss the liquid waste management plan process.

Question Period for Public and Media

A question period for public and media was not required.

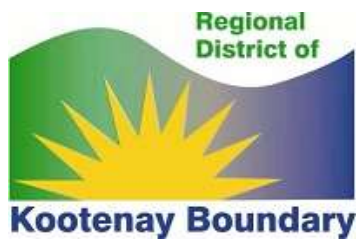
Closed (In camera) Session

A closed (in camera) session was not required.

ADJOURNMENT

The East End Sewerage Committee meeting was adjourned at 5:00 pm.

mf

**STAFF REPORT****Date:** 09 Dec 2014**File**ES - Organics
Collection**To: Environmental Services
Committee****From:** Tim Dueck - Solid Waste Program
Coordinator**Re:** Organics Diversion Program Update**Issue Introduction**

A Staff Report from Tim Dueck, Solid Waste Program Coordinator on the progress of the Green Bin curbside collection program in the Grand Forks, Electoral Area 'C'/Christina Lake and Electoral Area 'D'/Rural Grand Forks wasteshed.

History/Background Factors

The RDKB contracted with Kettle Valley Waste to provide curbside waste collection services in the Boundary region. The contract calls for the delivery of recycling, garbage and organics collection services to residents who had been previously receiving RDKB recycling collection services. This program has been expanded incrementally since 2012. Area 'D'/Rural Grand Forks residents came on board in November 2014. The expansion of green bin and garbage collection services to Area 'C'/Christina Lake residents represents the full roll-out of the green bin program in the Grand Forks landfill wasteshed.

Quick Green Bin statistics for Area 'D'/ Rural Grand Forks in November 2014:

November 3rd: First day of green bin/garbage collection service in Area 'D'/Rural Grand Forks

1020 - number of green bins distributed in Area 'D'/Rural Grand Forks

20 - number of rural Grand Forks residents who refused to participate in the green bin program (2%)

4108 - The total number of 'free' garbage tags distributed to residents to start the program off

\$3.00 - The cost of a garbage tag. Each bag of garbage (70 litres size) must have an RDKB garbage sticker

\$3.00 - The cost of a bag of garbage for a resident at the Grand Forks Landfill.
 284 - the number of garbage bags collected in rural Grand Forks during November
 707 - the number of Green Bins collected in rural Grand Forks during the month
 35% - The participation rate for rural Grand Forks residents in the Green Bin Program in the first month of the Green Bin Program
 In Nov & Dec 2014 Kettle Valley Waste collected:
 Garbage: 5.4 tonnes (20%)
 Green Bin: 12.1 tonnes (44%)
 Recycling: 10 tonnes (36%)

The final portion of this contract, Area 'C'/Christina Lake will be implemented in April 2015, beginning with bin and information deliveries in March.

Implications

At the November 13th Environmental Services Meeting, the Committee passed a resolution calling for the RDKB to pay Kettle Valley Waste the full financial value of the \$395,000 per annum waste collection contract. The funds are in the financial plan and there is offset revenue from Multi Material BC for the recycling collection portion of the work and some additional revenue from the sale of garbage tags.

Advancement of Strategic Planning Goals

The expansion of the Green Bin Program to Area 'D'/Rural Grand Forks (November 2014) and Area 'C'/Christina Lake residents in March 2015 continues the Board's strategic goal of "(developing) a plan to implement organic waste diversion throughout the Regional District".

Background Information Provided

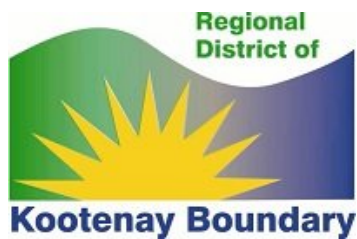
Alternatives

1. Receive the Organics Diversion Program Staff Report from the Solid Waste Program Coordinator.
2. Do not receive the Organics Diversion Program Staff Report from the Solid Waste Program Coordinator.

Recommendation(s)

That the Organics Diversion Program Staff Report from the Solid Waste Program Coordinator be received.

That the Environmental Services Committee recommend that the RDKB Board of Directors direct Staff to fully implement the Green Bin/garbage/recycling collection service for residents of Area 'C'/Christina Lake in Spring 2015.



STAFF REPORT

Date: 05 Jan 2015

File

ES Administration -
Solid Waste

To: Chair Russell and Members,
Environmental Services
Committee

From: Alan Stanley - General Manager of
Environmental Services

Re: International Waste

Issue Introduction

A Staff Report from Alan Stanley, General Manager of Environmental Services regarding receipt of wastes seized at Government of Canada Land Border Offices (International Waste).

History/Background Factors

There are five Government of Canada Land Border Offices (border posts) that cross the U.S./Canada border into the RDKB. Canadian Border Services Agency (CBSA) officers, from time to time, do not allow certain materials to cross into Canada from the U.S. It is understood by RDKB Staff that the materials are seized and held, typically in a freezer, at the border post. Based on discussions with the Canadian Food Inspection Agency (CFIA) the materials seized are mostly fruits and vegetables. Other items of concern to CFIA include agricultural products, plants and firewood.

The CFIA has strict protocols for management of seized materials designated as International Waste (IW). The CFIA requires that the materials must be contained in special orange plastic bags and upon receipt at a disposal facility are buried immediately under at least 1.8 metres of domestic waste, that there are wildlife and vector controls, that the Staff have received training and that the receiving facility has been inspected and approved by CFIA. Anyone dropping IW at a disposal facility is required to declare the origin and contents and produce a manifest showing same. This is similar to asbestos handling protocols.

A CFIA official recently conducted an audit of the Paterson and Waneta border posts. The CFIA official stated that neither of the border posts were following the protocols, indeed, it is our understanding that the CBSA officials were not even aware of the CFIA protocols.

Current practices in the east sub-region are that at a frequency of about two times a month a private contractor brings a bag of garbage from the border posts. The garbage is received and charged as regular waste and since it is low volume, is deposited in a bin at the public drop off area. This is not compliant with the CFIA protocols, nor is it compliant with the RDKB solid waste management facilities bylaw. It is not known if CFIA protocols are statutory.

The RDKB prohibits waste originating from outside the boundaries from disposal at RDKB facilities. The prohibition on out-of-district waste is generally intended to conserve landfill space for RDKB residents and allows the RDKB and neighbouring districts to establish tipping fees appropriate to their respective circumstances without significant waste stream leakage between districts. Further, no RDKB facilities have been inspected and approved by CFIA for receipt of IW.

The CFIA facility approval process requires that the RDKB apply CFIA for certification and prove that we have appropriate facilities including a Staff training program.

Staff have agreed to temporarily continue to receive small amounts of IW and bury the IW according to CFIA protocols conditional on receiving 48 hours notice, so that a hole can be prepared.

Were the RDKB to decide to maintain the strict prohibition on out-of-district waste, it is unclear what IW disposal would be available to CFIA and CBSA.

Applying for approval to solve a problem not related to the core mandate of the RDKB and possibly incurring additional costs as a result does not seem to be a course of action beneficial to the RDKB.

There are no statutory requirements for the RDKB to accept out-of-district waste.

It is not clear at this time what potential liabilities may be created through the acceptance of IW.

The volumes of IW received as regular garbage have not been tracked and the CFIA can provide no estimates as to potential waste amounts in the future.

Waste that requires special handling is charged at a higher rate, for example, asbestos waste which has similar handling requirements is charged at \$175 per tonne compared to regular waste at \$95 per tonne.

Implications

There are few budgetary implications in not agreeing to receive IW. The amount of waste is estimated to be low and would generate minimal tipping fees. Were we to agree to receive IW, CFIA would require that our disposal facilities be certified. It is unclear what the costs may be to go through the certification process. It is also unclear what the potential liabilities may be if we continue to receive IW without certification.

It is also uncertain as to what levels of assistance may be provided by CFIA with respect to certifying RDKB landfills.

Advancement of Strategic Planning Goals

N/A

Background Information Provided

N/A

Alternatives

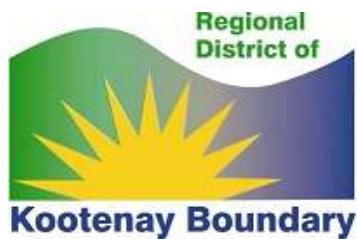
1. That the Environmental Services Committee receive the the Staff Report from Alan Stanley, General Manager of Environmental Services regarding receipt of wastes seized at Government of Canada Land Border Offices (International Waste).
2. That the Environmental Services Committee recommend to the RDKB Board of Directors to direct Staff to take no further action and continue to receive International Waste under the current ad hoc arrangement at a special handling fee of \$175 per tonne.
3. That the Environmental Services Committee recommend to the RDKB Board of Directors to direct Staff to communicate to the Canadian Food Inspection Agency that RDKB disposal facilities cannot receive International Waste pursuant to Canadian Food Inspection Agency protocols.
4. That the Environmental Services Committee recommend to the RDKB Board of Directors to direct Staff to communicate to the Canadian Food Inspection Agency that should the Federal Government wish to continue to deposit International Waste at RDKB facilities that any certification activities be carried out and at the sole expense of the Federal Government.

Recommendation(s)

That the Environmental Services Committee receive the the Staff Report from Alan Stanley, General Manager of Environmental Services regarding receipt of wastes seized at Government of Canada Land Border Offices (International Waste).

That the Environmental Services Committee recommend to the RDKB Board of Directors to direct Staff to communicate to the Canadian Food Inspection Agency that RDKB disposal facilities cannot receive International Waste pursuant to Canadian Food Inspection Agency protocols.

That the Environmental Services Committee recommend to the RDKB Board of Directors to direct Staff to communicate to the Canadian Food Inspection Agency that should the Federal Government wish to continue to deposit International Waste at RDKB facilities that any certification activities be carried out and at the sole expense of the Federal Government.



STAFF REPORT

Date: 04 Feb 2015

File

ES Administration -
Solid Waste

To: Chair Russell and Members,
Environmental Services
Committee

From: Alan Stanley, General Manager of
Environmental Services

Re: Request from Salmo for Bio-Solids
Disposal

Issue Introduction

A Staff Report from Alan Stanley, General Manager of Environmental Services regarding a request from the Village of Salmo to allow bio-solids disposal at the RDKB McKelvey Creek Landfill.

History/Background Factors

The RDKB solid waste facilities management bylaw prohibits Out-of-District Waste (ODW).

The prohibition on ODW is to conserve RDKB landfill space. ODW prohibitions are very common in local governments that own and operate disposal facilities.

The Village of Salmo (Salmo) used the Regional District of Central Kootenay's (RDCK) Salmo landfill in the past, however they no longer have access to that facility due to RDCK policy changes. Salmo is now obliged to use the RDCK landfill in Castlegar.

Due to the extra travel required, Salmo requested permission to use the RDKB McKelvey Creek Landfill to dispose of bio-solids.

The RDKB is working towards full organics diversion region-wide. Bio-solids are organic materials that generate considerable green house gas emissions when landfilled.

The RDKB is developing new Liquid and Solid Waste Management Plans which will include bio-solids handling procedures, diverting the bio-solids into a composting or other organics management program. Currently, RDKB-generated bio-solids are landfilled.

Landfilling additional bio-solids is not consistent with the strategic direction of the RDKB Board.

Staff recommend that the request be denied and perhaps reconsidered when the full organics management plans are finalized at which time the materials could be received into the organics program.

Implications

The financial impacts are negligible, with the Salmo materials generating about \$250 in annual tipping fees.

Advancement of Strategic Planning Goals

The RDKB strategic goal of organics diversion is supported by the Staff recommendation.

Background Information Provided

Village of Salmo request to RDKB to receive bio-solids for disposal - email

Alternatives

1. That the Environmental Services Committee receive the the Staff Report from Alan Stanley, General Manager of Environmental Services regarding the request to receive bio-solids for disposal from the Village of Salmo.
2. That the Environmental Services Committee recommend to the RDKB Board of Directors to direct Staff to allow the Village of Salmo to bring bio-solids to the RDKB McKevey Creek Landfill.
3. That the Environmental Services Committee recommend that the RDKB Board deny the request from the Village of Salmo, to be reconsidered if appropriate organics management facilities are developed.

Recommendation(s)

That the Environmental Services Committee receive the the Staff Report from Alan Stanley, General Manager of Environmental Services regarding the request to receive bio-solids for disposal from the Village of Salmo.

That the Environmental Services Committee recommend that the RDKB Board deny the request from the Village of Salmo, to be reconsidered if appropriate organics management facilities are in place.

Wednesday, February 4, 2015 at 11:53:35 AM Pacific Standard Time

Subject: Re. dewatered sludge bags

Date: Friday, January 30, 2015 at 11:33:48 AM Pacific Standard Time

From: Jason McNeil

To: Alan Stanley

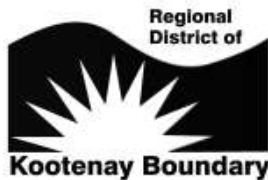
Hello Al,

I hope all is well. I am sending this email to ask permission to bring our Dewatered sludge bags to the landfill in Trail from the Village of Salmo. The reasons for us to do this is the landfill in Salmo was closed last year and to avoid going over the Bombi summit to Castlegar. The trucks we have do not have engine brakes and I feel it would be safer for us to travel to Trail if possible. We are guessing the amounts to be approximately 3500 kg per time. A small single axle dump truck box 6 yds. The frequency being about 6 times per year.

Thanks for your time and consideration.

Jason McNeil
Village of Salmo
Operations Manager
250-354-9433

Page 1 of 1



Electoral Area Services Committee Staff Report

Prepared for meeting of February 2015

Development Variance Permit			
Owner: FortisBC		File No: B-8627-09385.005	
Location: 2500 Hanna Creek Road, Warfield, Electoral Area 'B' / Lower Columbia-Old Glory			
Legal Description: Lot A, DL 8627, KD, Plan NEP9466			Area: 4.2 acres (16997m ²)
OCP Designation: Drinking Water Resource 1 Agricultural Resource 1 Rural Resource 1	Zoning: Rural Resource 1 (RUR 1)	ALR status: Partially within	DP Area: Partially within
Contact Information: Barry Kleven FortisBC Operations Manager, Interior Compression 250-371-5058 250-319-3132 barry.kleven@fortisbc.com			
Report Prepared by: Carly Rimell, Planner			

ISSUE INTRODUCTION

FortisBC has applied for a Development Variance Permit at the Warfield Compressor station located at 2500 Hanna Creek Road (*see Site Location Map*). FortisBC is applying for a reduction in the interior lot line setback, in order to replace a storage building in roughly the same physical location as the previous storage building. The construction of a new building, even within the original footprint after demolition of the previous building, requires that the new building conform to the applicable zoning and land use regulations affecting the parcel. Thus a Development Variance Permit relaxing the setback requirement is necessary before a building permit can be issued.

HISTORY / BACKGROUND FACTORS

The parcel is located in Electoral Area 'B'/Lower Columbia-Old Glory. It is designated 'Drinking Water Resource 1', 'Agricultural Resource 1', and 'Rural Resource 1' within the in the Electoral Area 'B'/ Lower Columbia-Old Glory Official Community Plan (*see Subject Property Map*). The parcel is zoned 'Rural Resource' (RUR 1) in the Electoral Area 'B'/Lower Columbia-Old Glory Zoning Bylaw.

The portion of the parcel where the storage building is proposed is within the 'Drinking Water Resource 1' designation. That portion of the parcel is also within the Drinking Water Resource Development Permit Area. The construction of a new storage building would be exempt from a development permit because it is for the operation and maintenance of a public utility. It is also exempt due to the fact the reconstruction does not expand within 30 meters of the natural boundary of Hannah Creek.

The eastern half of the property lies within the Agricultural Land Reserve. In 1975 the parcel was created from a subdivision where the ALC acknowledged the parcels intended use for a natural gas compressor station. Since the ALC previously acknowledged the use of the land, an application for non-farm use is not likely to be required although the application has been referred to the ALC for comments.

There are currently three buildings located on the parcel (*see Applicant's Submission*). The control building lies within the northeast corner. The compressor building to the south and the manifold building to the east. The proposed storage building would be situated near the northern interior lot line in roughly the same location as the previous storage building. The previous storage building was approximately 13' x 23' (4 x 7m).

PROPOSAL

FortisBC seeks a Development Variance Permit to allow the construction of a 20' x 40' (6m x 12m) storage building adjacent to the northern interior lot line. The building would be within the interior lot line setback. FortisBC proposes this location as there is no other suitable location where it wouldn't interfere with underground utility lines. This would require the building to sit 1.2m from the northern interior lot line (*see Applicant's Submission*).

Specifically, the applicants are requesting:

- Interior lot line variance of 3.3m (from 4.5m to 1.2m)

IMPLICATIONS

In considering applications for Development Variance Permits, the policy is to consider whether the proposed variance will:

- a) Resolve a hardship;
- b) Improve the development;
- c) Cause negative impacts to the neighbouring properties.

A hardship generally is considered a physical hardship, something that creates an

impediment on the property requiring that structure be placed within a setback. Some examples are steep terrain, wet or boggy areas, bedrock outcrops, which limit development in that area.

Regarding the setback request, the applicant asserts the variance is necessary as this is the only location the storage building can be placed where it will not interfere with underground utility lines.

Improving the development is construed as an improvement to property that enhances the neighbourhood and is consistent with and supplements other developments in the area. The proposed structure is a new steel building which will be more aesthetically pleasing than the previous structure which was an aging storage container.

Concerning negative impacts to neighbouring properties, the applicant advises that the immediate neighbor to the north has no objection. The neighbour's house is located approximately 500m from the shared interior lot line. According to the applicant the neighbour's only use the portion property adjacent to the shared lot line for their grazing animals.

If the application proceeds further, prior to the Board meeting at which a decision will be made on the application, formal notice of the variance request will be provided to neighbouring property owners, pursuant to our Fees and Procedures Bylaw. A Development Sign has been placed at the entrance to the property.

ADVISORY PLANNING COMMISSION COMMENTS

The Electoral Area 'B' / Lower Columbia-Old Glory Advisory Planning Commission had no objections or comments regarding the proposed Development Variance Permit.

RECOMMENDATION

That the staff report regarding the application submitted by FortisBC, for a Development Variance Permit for the parcel legally described as Lot A DL 8627 KD Plan NEP9466, be received.

That the Development Variance Permit application submitted by FortisBC, for the property legally described as Lot A, DL 8627, KD, Plan NEP9466, requesting a northern interior lot line variance of 3.3m from (4.5m to 1.2m), to construct a storage building, be presented to the Board for consideration, with a recommendation of support.

ATTACHMENTS

Site Location Map

Subject Property Map

Applicant's Submission



2015/01/15

Site Location Map

Scale 1:15,000

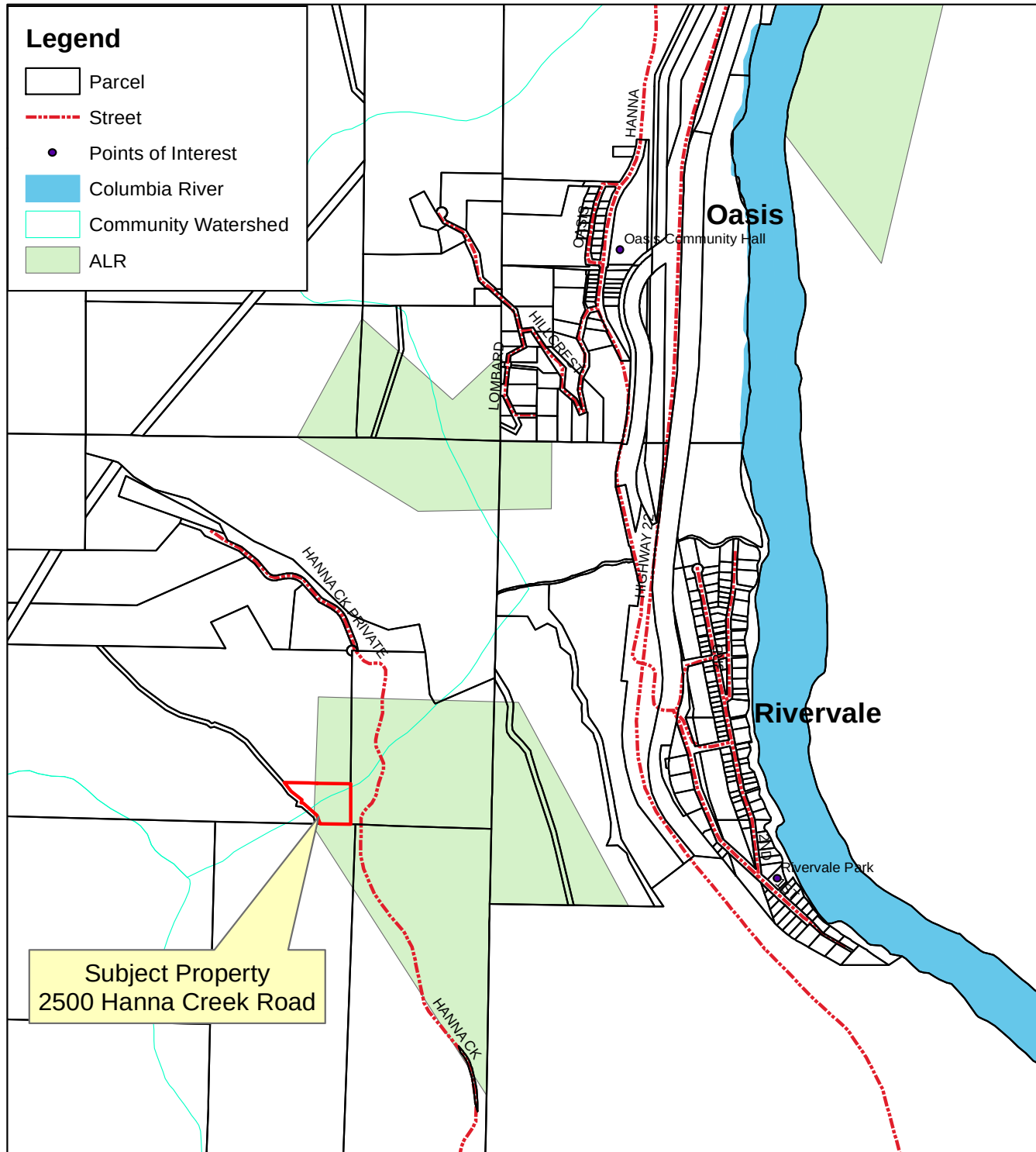


0 50 100 200 300 400 500

Meters

Legend

- Parcel
- Street
- Points of Interest
- Columbia River
- Community Watershed
- ALR



P:\IPD\IEA_B\18-8627-09385.005 Fortis\2015_Feb_DVP\APC\2015-01-15 Site Location FortisBC Hanna.pdf

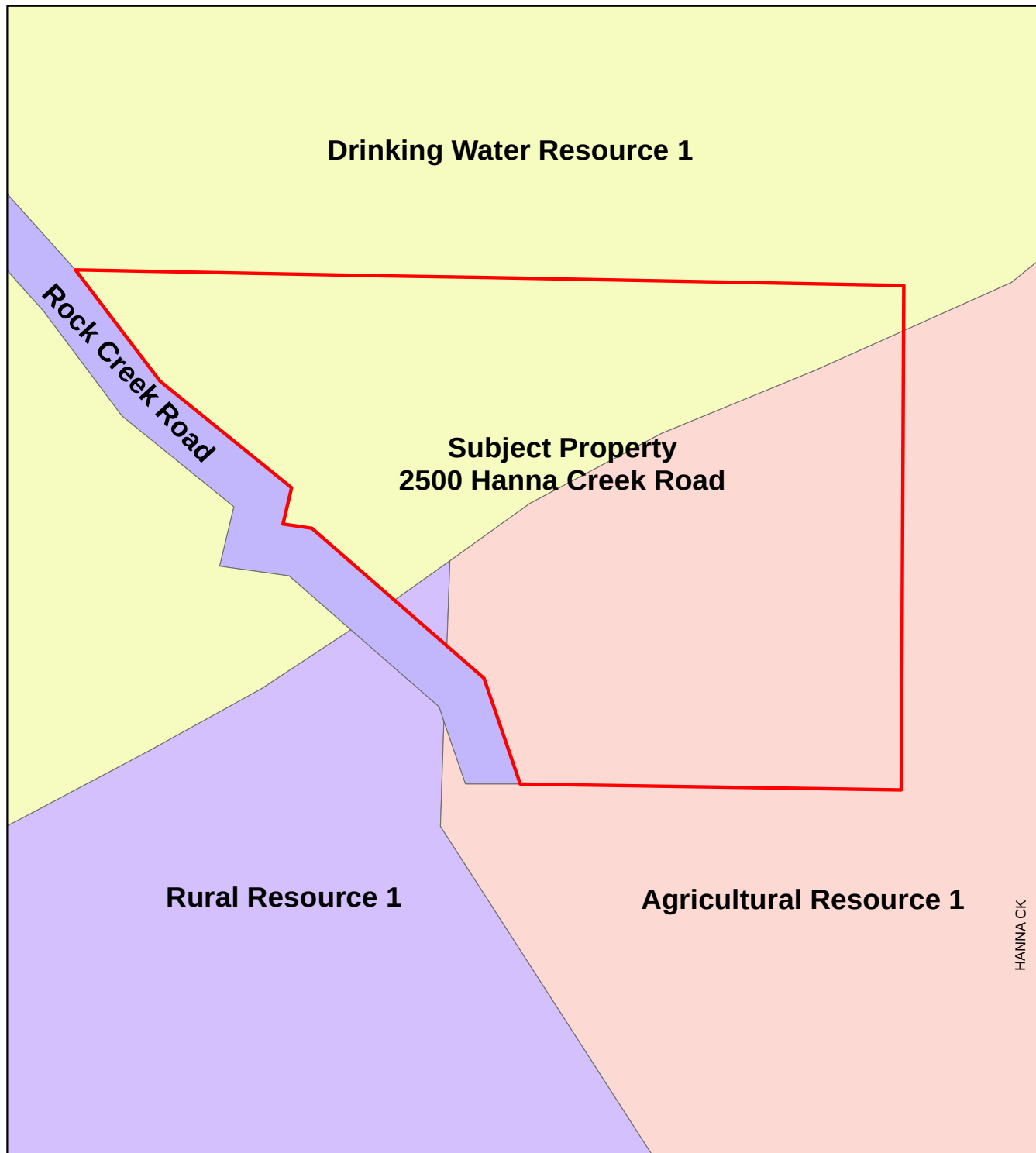


2015/01/16

Subject Property Map

Scale 1:1,200

0 20 40
Meters



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 Regional District of Kootenay Boundary	PLANNING AND DEVELOPMENT DEPARTMENT APPLICATION FORM ELECTORAL AREAS 'A' TO 'E'	
	RDKB Main Office 202-843 Rossland Avenue Trail, BC V1R 4S8	Telephone: 250-368-9148 Fax: 250-368-3990
RDKB Sub-Office PO Box 1965 Grand Forks, BC V0H 1H0	Telephone: 250-442-2708 Fax: 250-442-2668	Toll Free: 1-877-520-7352 Email: plandept@rdkb.com

TYPE OF APPLICATION (PLEASE CHECK THE APPROPRIATE BOX):

- | | |
|---|--|
| (a) ☐ Zoning Amendment Only | (f) ☒ Development Variance Permit |
| (b) ☐ Zoning & Official Community Plan Amendment | (g) ☐ Temporary Use Permit |
| (c) ☐ Official Community Plan Amendment Only | (h) ☐ Temporary Use Permit Renewal |
| (d) ☐ Development Permit | (i) ☐ Site-specific exemption to Floodplain Bylaw |
| (e) ☐ Development Permit Amendment | (j) ☐ Designation of Heritage Properties |

APPLICATION FEES:

Type (a) or (c) application	\$1000.00	+ \$100.00 Sign Fee
Type (b) application	\$1200.00	+ \$100.00 Sign Fee
Type (d) application for construction value exceeding \$4000.00	\$200.00	
Type (d) application for construction value under \$4000.00	\$50.00	
Type (e) application	\$50.00	
Type (f) application	\$450.00	+ \$100.00 Sign Fee
Type (g) application	\$650.00	+ \$100.00 Sign Fee
Type (h) application	\$200.00	
Type (i) application	\$200.00	
Type (j) application	\$1,000.00	

**Please make all cheques payable to *The Regional District of Kootenay Boundary*

DEVELOPMENT PROPOSAL SIGN FEE

The Regional District's Fees and Procedures Bylaw No. 1231 requires the posting of a Development Proposal Sign in certain circumstances. If such a sign is necessary, a fee of \$100 additional to the above-noted fees, is required for the sign board and preparation of text. Applicants will be refunded \$70.00 once the sign has been returned to the RDKB in good condition.

REFUNDS:

If type (a) or (c) application is denied before public hearing	\$500.00
If type (b) application is denied before public hearing	\$600.00
If a Development Proposal Sign is returned in good condition	\$70.00

**Fees for application types (d), (e), (f), (g), (h) and (i) are non refundable

Name(s) of registered owner(s): FORNS, BC
 Address: 2500 HANNA CREEK ROAD, SS#1, TRAIL B.C V1R 4X5
 Telephone/Fax: 250 368-6945 Email: bk1even@shaw.ca Land Area in ha 1.7
 Legal description of land under application: LOT A, DL 8627, LD 26,
PLAN NEP9466

Page 1 of 4

Please explain your reasons for requesting this application, and please also describe in detail your development proposal (use space provided on the back of this form, or attach a separate sheet of paper if needed):

FORTIS BC WOULD LIKE TO CONSTRUCT A 6 METER X 12 METER PRE-ENGINEERED STEEL BUILDING FOR PARTS STORAGE ON THEIR WARFIELD COMPRESSOR STATION PROPERTY AT 2500 HANNA CREEK RD, TRAIL, B.C.

THE STEEL BUILDING WILL BE LOCATED 1.2 METERS FROM THE NORTH PROPERTY LINE AS SHOWN ON THE ATTACHED SITE PLAN, THE BUILDING WILL BE LOCATED IN THE SAME LOCATION AS A PREVIOUS STORAGE BUILDING THAT HAS BEEN REMOVED. CURRENT ZONING BYLAW FOR THE RURAL RESOURCE 1 (RUR-1) ZONE REQUIRES A 4.5 METER SETBACK FROM AN INTERIOR SIDE PROPERTY LINE.

SUPPORTING INFORMATION REQUIRED

In support of your application, please answer the following questions:

1. Are there any Restrictive Covenants registered on the subject property?
2. Are there any registered Easements over the subject property?
3. Is there legal and practical road access to the subject property?

YES

☐
☒
☒

NO

☒
☐
☐

SEE PAGE 4 FOR REMAINING

****The following information is also required (failure to do so may delay or jeopardise the application):**

1. A copy of the Certificate of Title or recent Tax Assessment notice for the subject property or properties;
2. A plan drawn to an appropriate scale, accompanied by a written report (if necessary) showing:
 - the legal boundaries and dimensions of the subject property;
 - boundaries and dimensions of any proposed lots (if subdivision is being proposed);
 - the location of any physical or topographic constraints on the subject property (such as watercourses, shorelines, ravines, wetlands, steep slopes, bedrock outcrops, etc.);
 - the location of permanent buildings and structures on the subject property;
 - the location of any proposed buildings, structures or additions thereto;
 - the location of any existing or proposed access roads, driveways, screening and fences;
 - the proposed method of sewage disposal and the location of any existing and/or proposed septic tank, tile field, sewer line or similar, and water sources (well or community water service pipe location); and
 - the location of any earthworks/grading and/or proposed landscaping on the subject property.
3. **Application types (d) and (l) only:** A copy of a professional's report which addresses relevant development permit guidelines may be required. Please consult the Regional District Planning and Development Department if you are unsure about this requirement.
4. Additional material, or more detailed information may be requested by the Regional District upon reviewing your application.

If the Regional District believes it to be necessary for the property boundaries and the location of improvements thereon to be more accurately defined due to uncertainty over natural boundaries of watercourses or other reasons, a sketch prepared by a British Columbia Land Surveyor may be required. The voluntary submission of such a sketch may prevent a possible delay in processing the application.

Should the property owners elect to have someone act on their behalf in submission of this application, the following Agent's Authorization section must be completed.

AGENT'S AUTHORIZATION

I, _____ hereby authorize _____ to act on my behalf in respect of this application.

Name of Authorized Agent: _____

Address of Agent: _____

Telephone/Fax: _____ Email: _____

Date: _____

Signature of Owner

The following Declaration should be completed **ONLY** if the subject property **HAS NOT** been used for industrial or commercial activity as defined on the **attached Contaminated Sites Regulation Schedule 2**.

DECLARATION PURSUANT TO THE ENVIRONMENTAL MANAGEMENT ACT

I, **B. KLEVEN** (*Barry Kleven*), owner of the subject property described on this application form, hereby declare that the land which is the subject of this application has not, to my knowledge, been used for industrial or commercial activity as defined in the list of "Industrial and Commercial Purposes and Activities" (Schedule 2) of the *Contaminated Sites Regulation* (B.C. Reg. 375/96). I therefore declare that I am not required to submit a Site Profile under Section 40.1 or any other section of the *Environmental Management Act*.

B. Kleven
Signature

B. KLEVEN

DEC 22 2014
Date

Please submit this application form to our office(s) with appropriate fees and supporting information (page 2).

NOTE: Should the subject property have been used for the purpose of any category listed on **Schedule 2**, a Ministry of Environment **Site Profile** form **Schedule 1** (available from Regional District offices in Trail and Grand Forks or on the RDKB web site www.rdkb.com) must be completed and submitted to our offices with this Application form and the appropriate RDKB fees.

I, the undersigned, hereby certify that the information provided with respect to this Regional District of Kootenay Boundary application is full and complete and is, to the best of my knowledge, a true statement of the facts related to this application.

B. Kleven
Signature of Owner

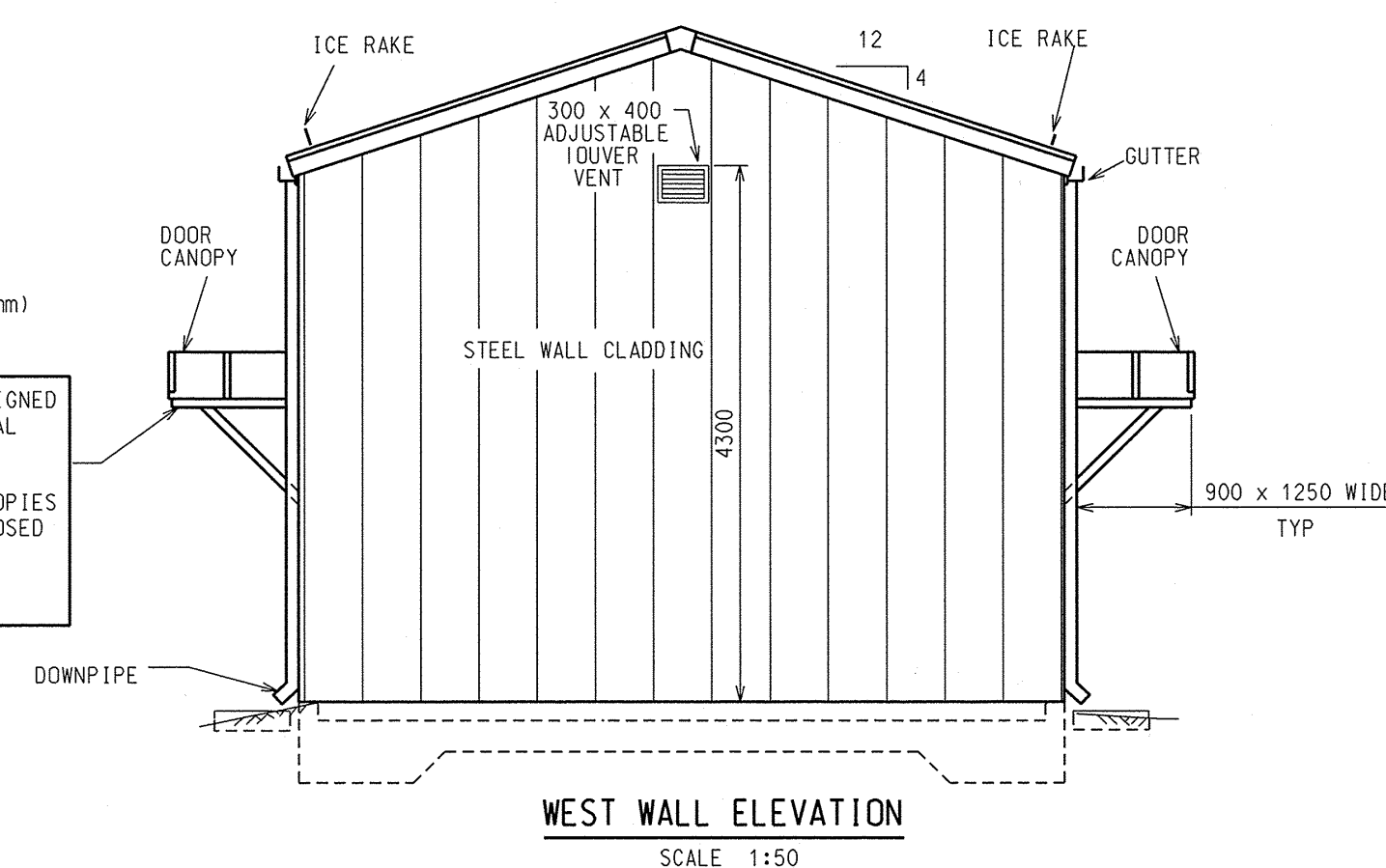
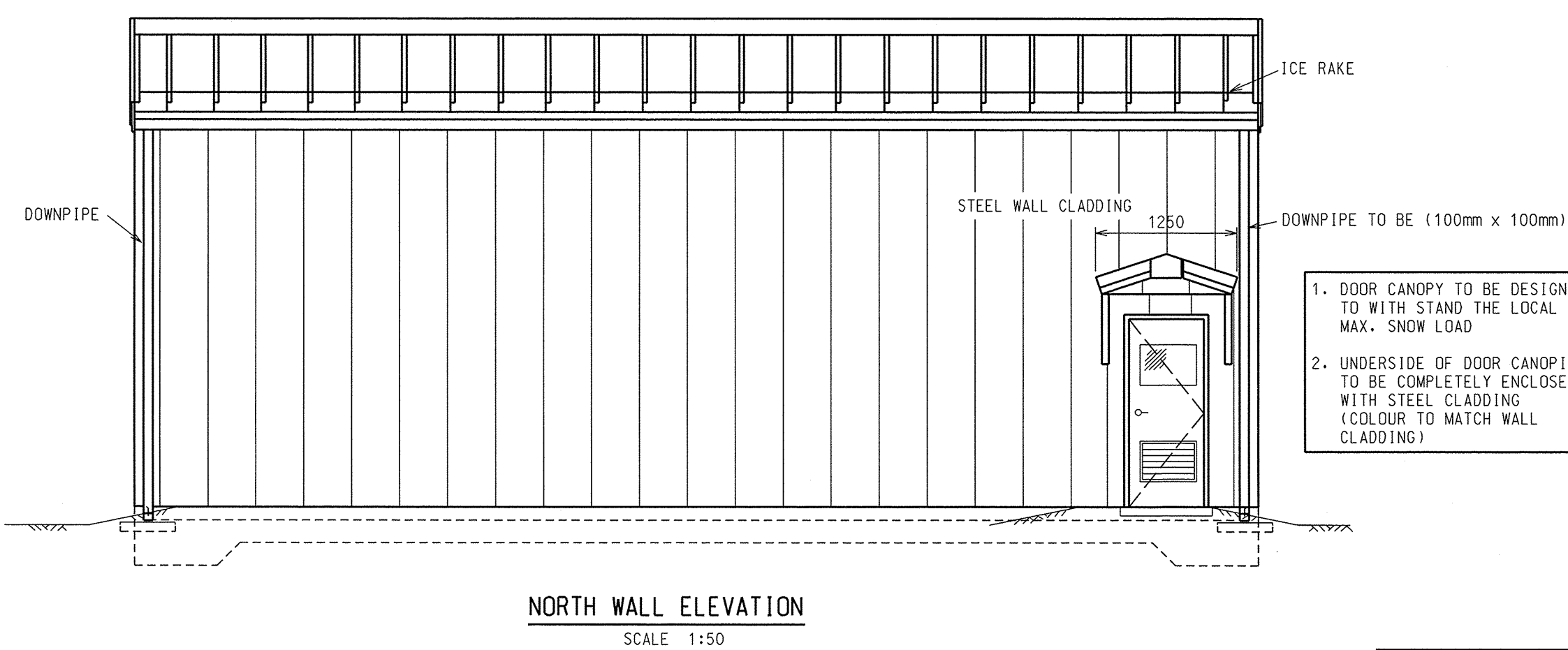
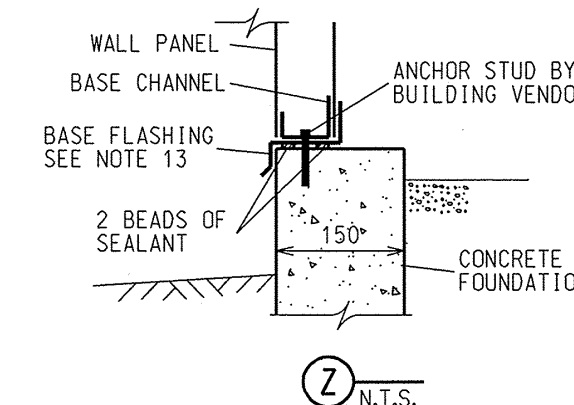
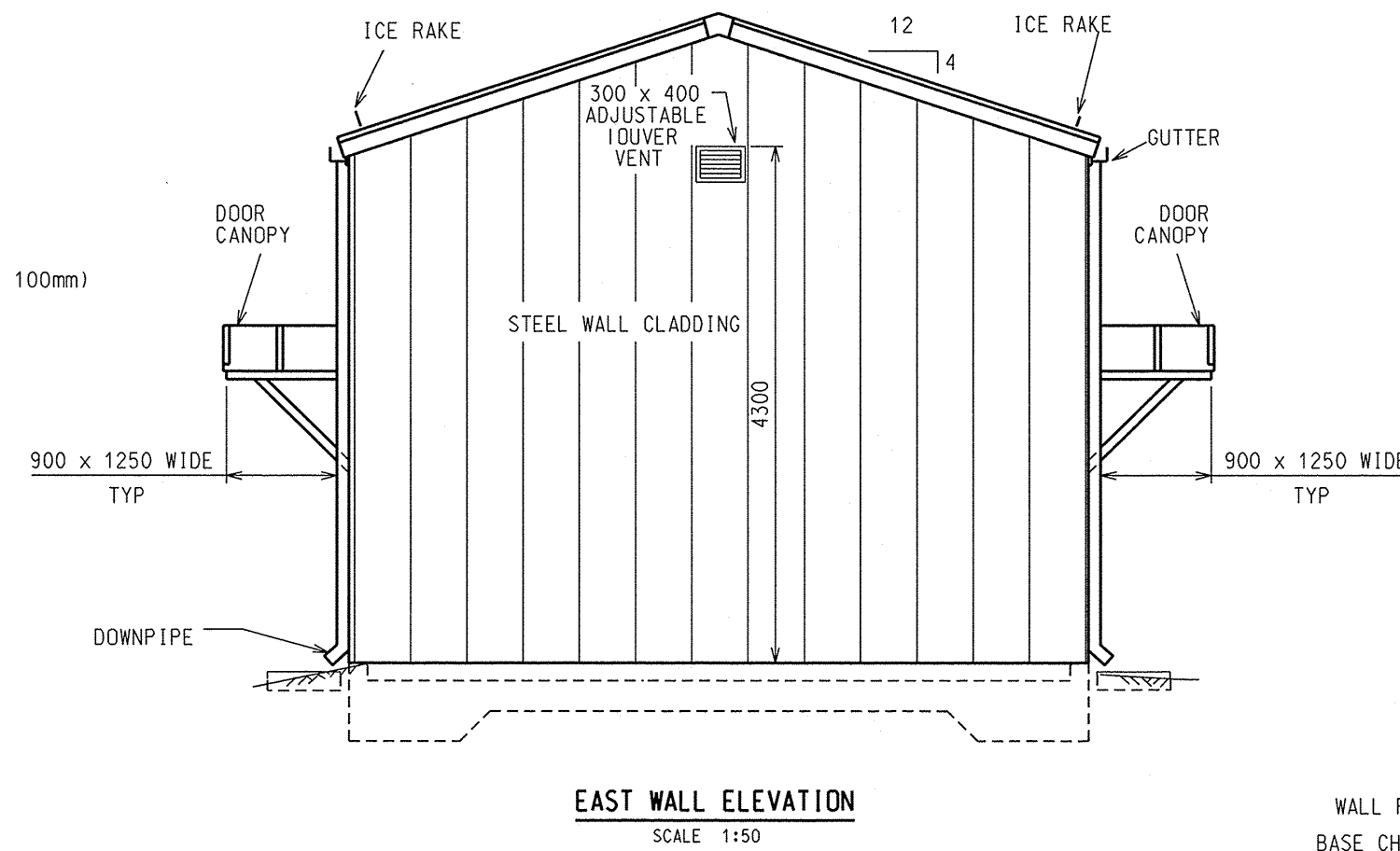
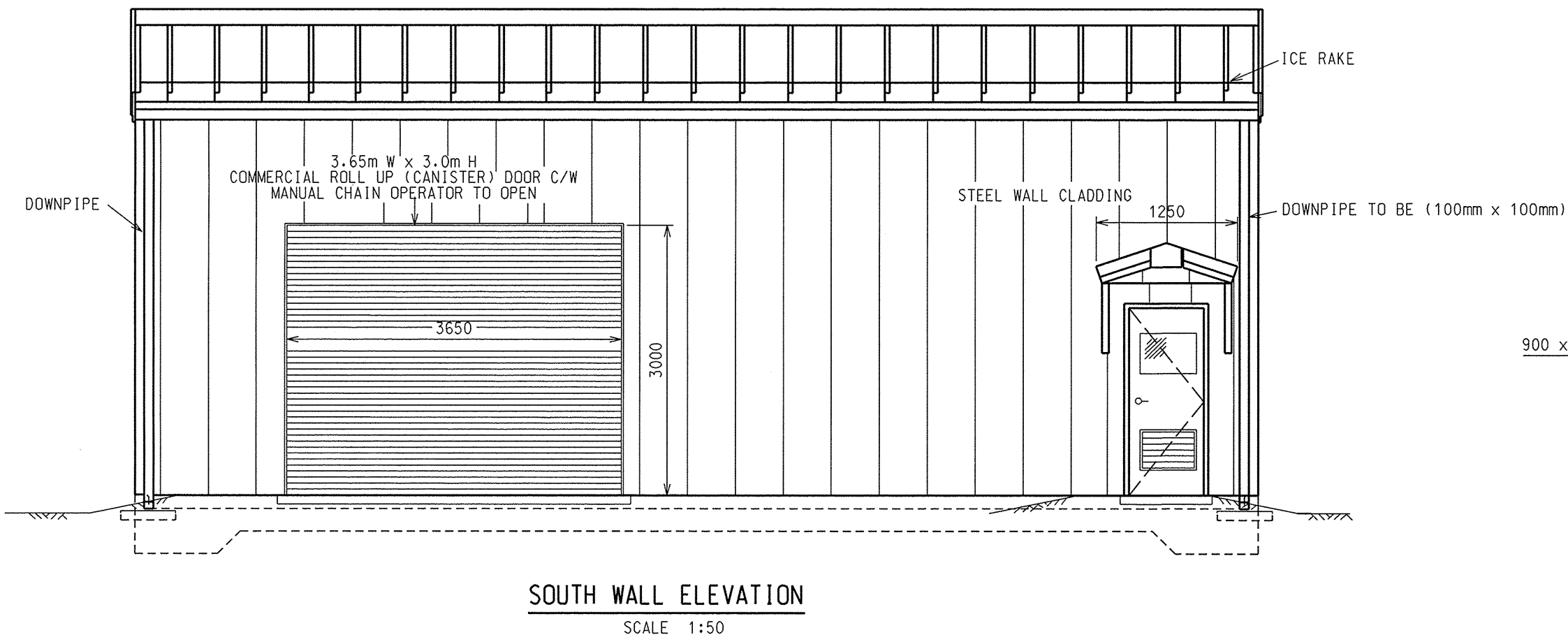
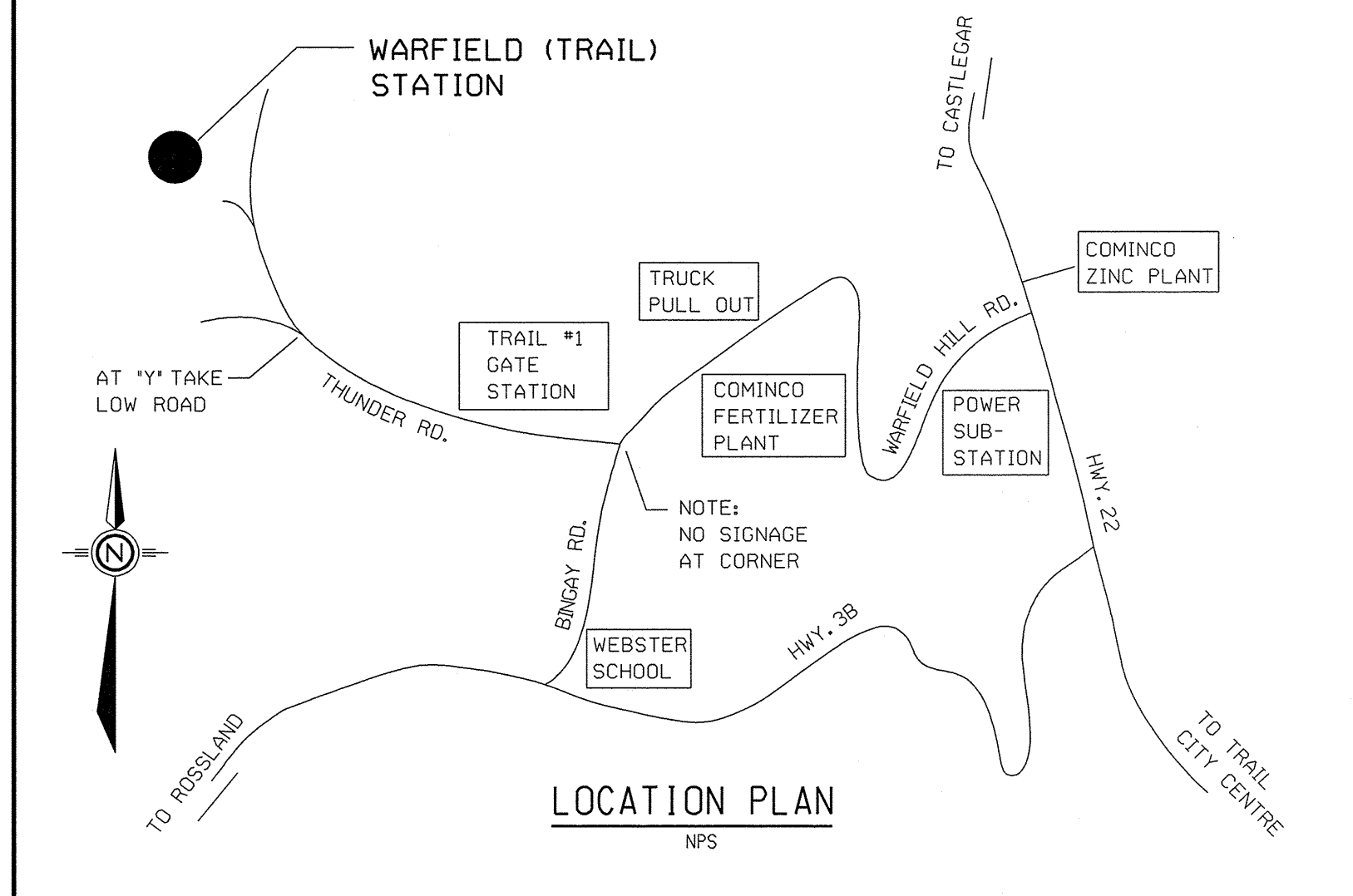
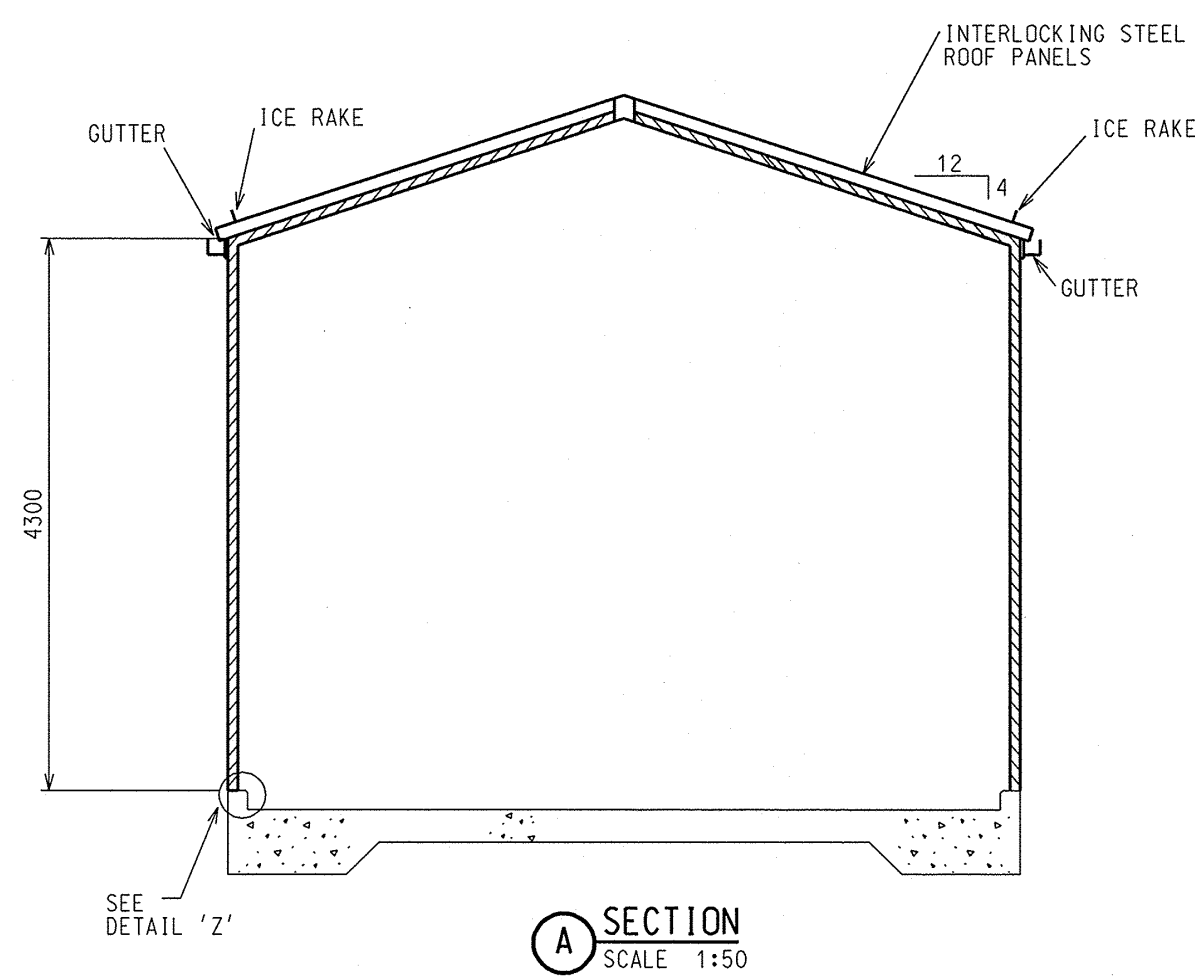
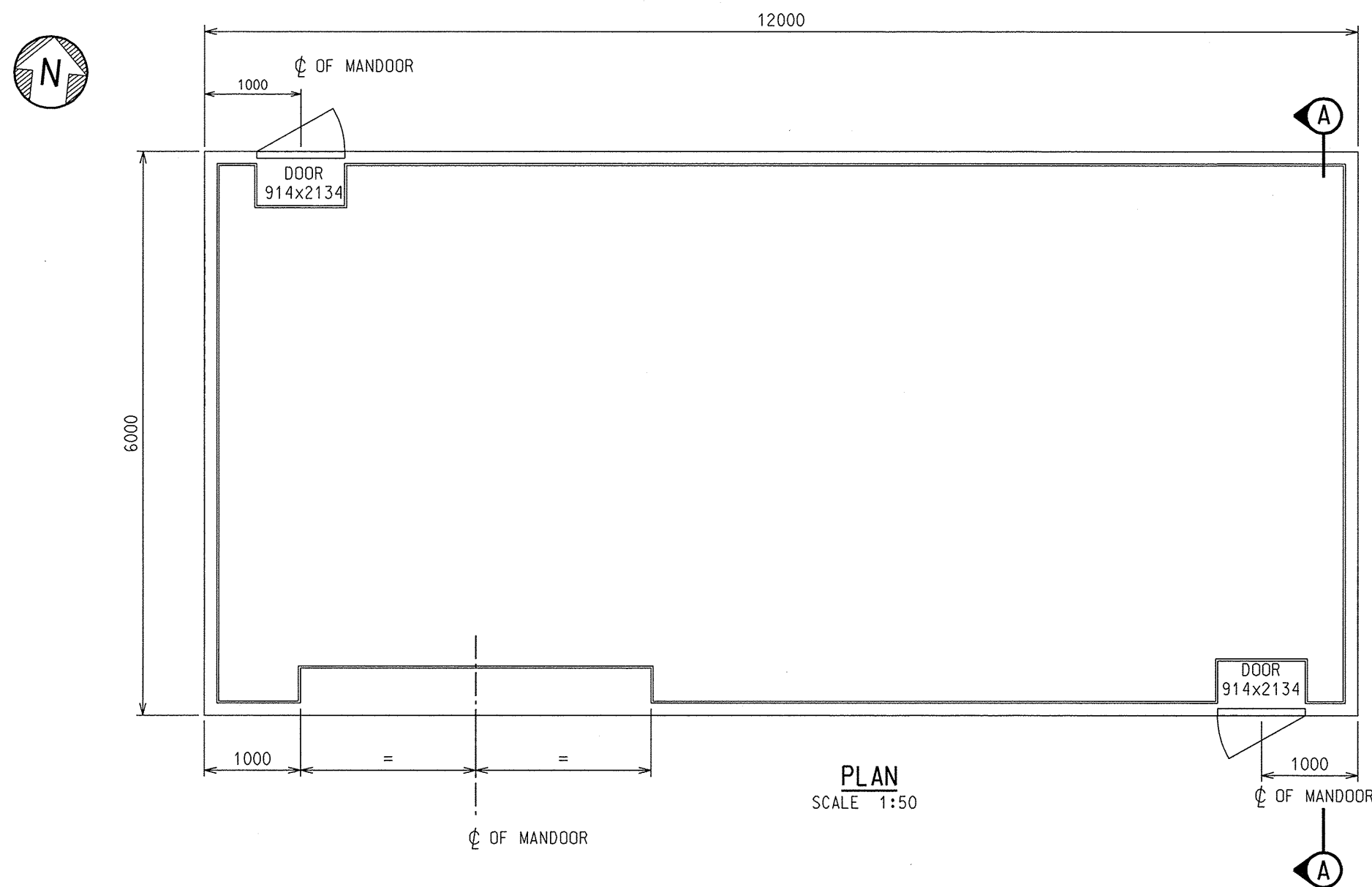
B. KLEVEN

DEC 22 2014
Date

****Applicants are entitled to appear before the Electoral Area Advisory Planning Commission and the Planning and Development Committee to explain the nature of their request. Should the applicant choose to exercise this option it is their responsibility to contact the Electoral Area Advisory Planning Commission Chairperson, or the RDKB Planning and Development Department Secretary, as is appropriate, with respect to meeting schedules and procedures. As a final option, the applicant may also choose to appear before the full RDKB Board of Directors to explain the nature of their request. Appearances before both the Planning and Development Committee and the Board of Directors require written notification at least one week prior to the scheduled meeting. Information as to RDKB meeting schedules may be obtained on the RDKB web site www.rdkb.com or by calling the Regional District of Kootenay Boundary Trail office.**

Please use this additional space to explain your reasons for requesting this application and to describe your development proposal.

FORTISBC WOULD LIKE TO OBTAIN A VARIANCE TO ALLOW
THE BUILDING TO BE PLACED 1.2 METERS FROM THE
PROPERTY LINE (AS SHOWN ON THE ATTACHED SITE PLAN).



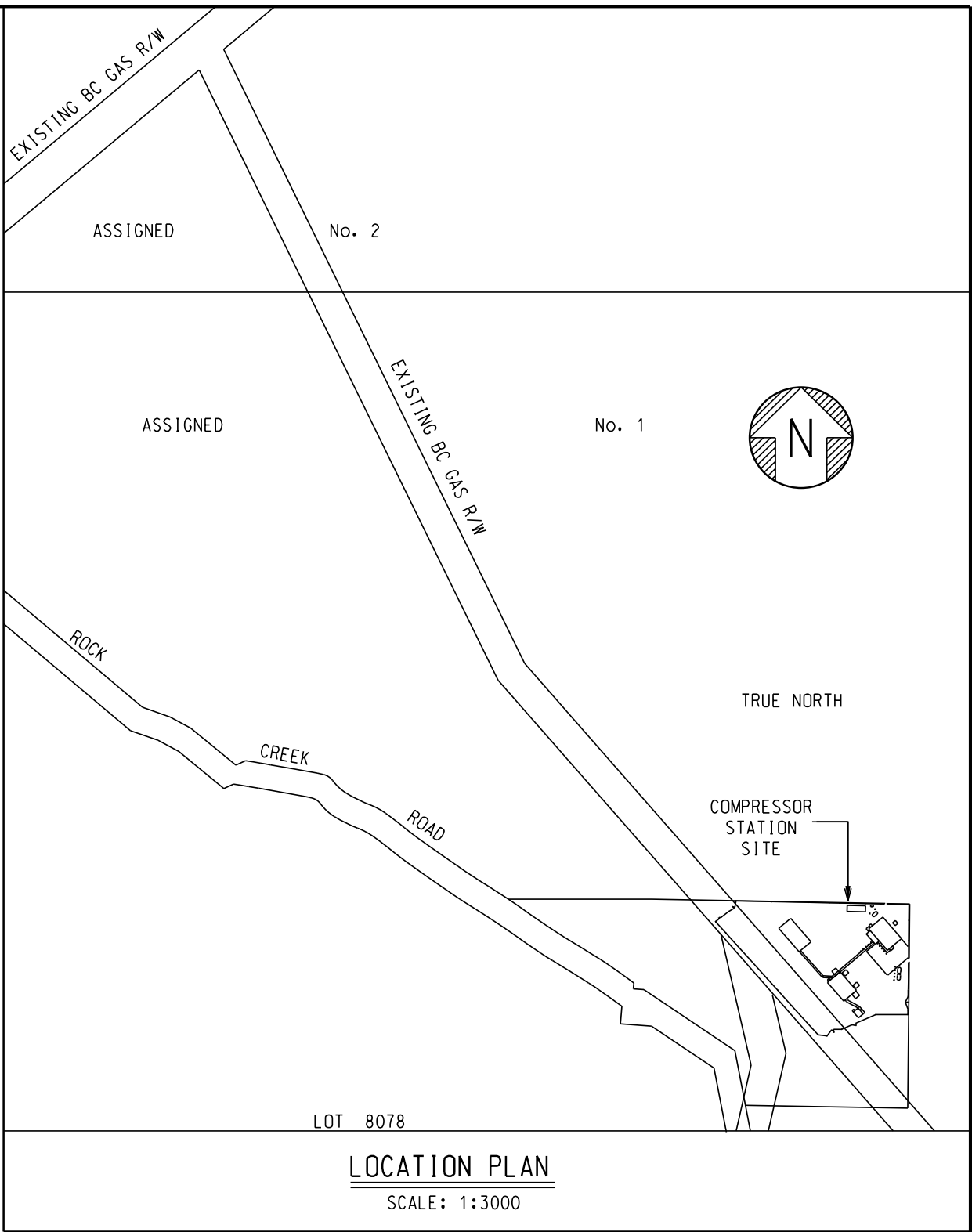
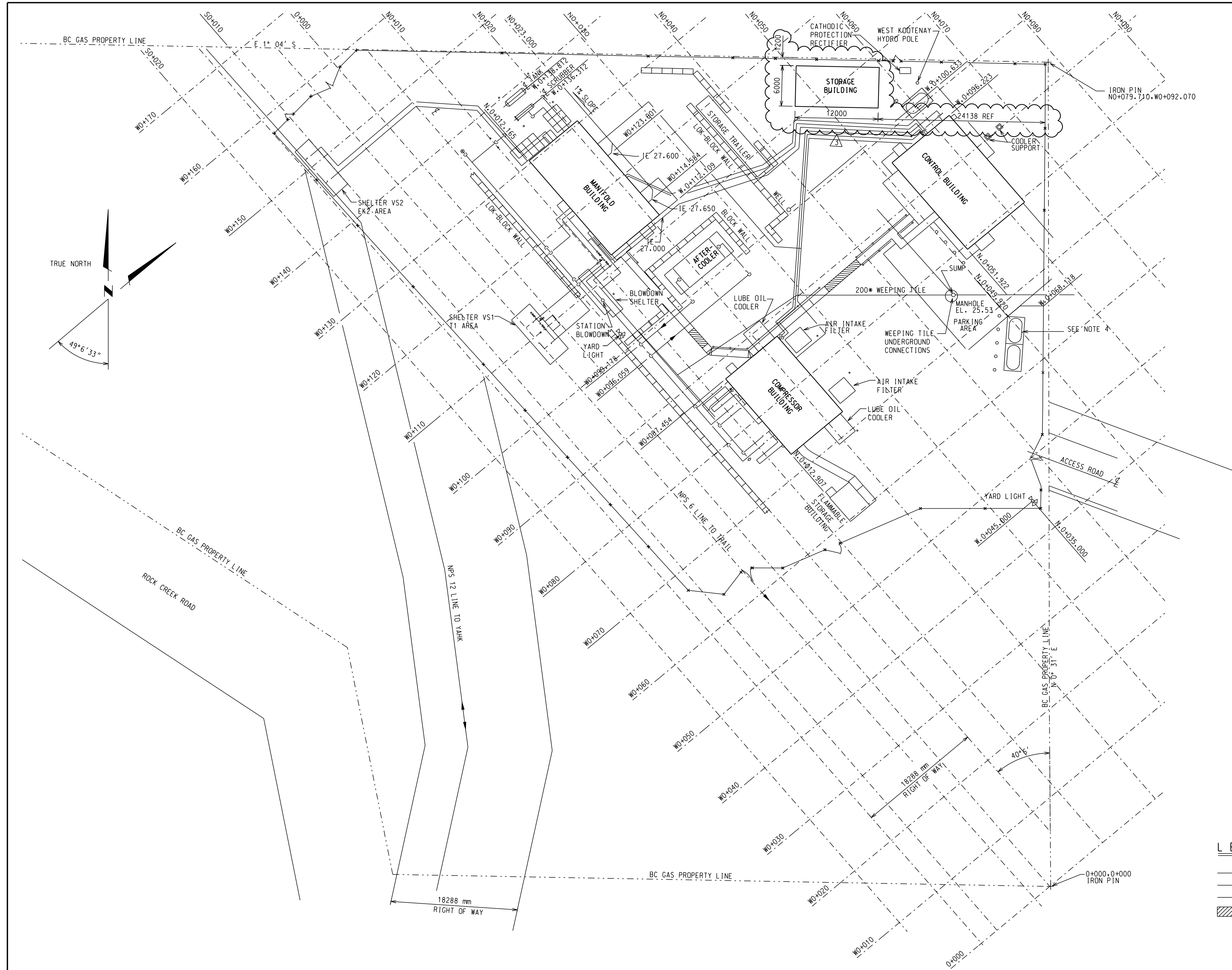
- NOTES**
- THE DESIGN AND CONSTRUCTION OF THIS FACILITY SHALL CONFORM TO THE NATIONAL BUILDING CODE OF CANADA AND THE BRITISH COLUMBIA BUILDING CODE LATEST EDITION. THE FACILITY SHALL BE DESIGNED TO HIGH IMPORTANCE CRITERIA AS SPECIFIED IN THE NATIONAL BUILDING CODE.
 - THE OCCUPANCY CLASSIFICATION OF THIS BUILDING IS F2.
 - THE BUILDING SUPPLIER SHALL SUPPLY ENGINEERED BUILDING DRAWINGS SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE PROVINCE OF BRITISH COLUMBIA. ALL SHOP DRAWINGS SHALL BE SEALED AND MUST BE SUBMITTED TO FORTISBC FOR APPROVAL.
 - THE BUILDING SHALL BE SEALED TO PROVIDE WIND, WATER AND VAPOR PROTECTION IN CONFORMANCE WITH THE BUILDING CODE.
 - THE BUILDING SHALL BE FABRICATED FROM NON FLAMMABLE MATERIAL.
 - MANDOORS TO BE 915mm x 2134mm, 45mm THICK, INSULATED, 18 GA. STEEL. MIRROR FLAT WIPE COAT GALVANIZED C/W 16 GA. STEEL DOOR FRAME. MIRROR FLAT WIPE GALVANIZED.
MANDOORS SHALL BE COMPLETE WITH THE FOLLOWING:
 - FIXED WINDOW, 600mm SQUARE, DOUBLE GLAZED WITH 1/2" AIR SPACE, 1/2" THICK GEORGIAN POLISHED WIRE GLASS.
 - ADJUSTABLE LOUVER, 400mm H x 600mm W C/W INSECT SCREEN
 - 'VON DRUPIN' CROSS BAR EXIT DEVICE, SERIES 44TP C/W TEMPORARY CONSTRUCTION OF LOCK CYLINDER MATCHING TO CYLINDRICAL LOCKSET BEST 93K-16DXLM LEVERS TO BE REPLACED BY FORTISBC LOCKSMITH AFTER DELIVERY.
 - ALUMINUM THRESHOLD, DOOR SWEEP, EXTRUDED ALUMINUM WEATHERSTRIP.
 - HYDRAULIC DOOR CLOSURE "SHANAHAN SH1000-3BC, FINISH 689
 - HOLD OPEN CHAIN WITH LATCH (STAINLESS STEEL).
 - DRIP CAPS TO BE INSTALLED OVER ALL DOORS.
 - DOOR AND ROOF FLASHING TO BE INCLUDED IN THE INSTALLATION.
 - ROOF SHALL BE STEEL PANELS WITH PRE-COAT 5000 SERIES PAINT. EXTERIOR WALLS SHALL BE STEEL PANELS WITH PRE-COAT 5000 SERIES PAINT. INTERIOR OF ROOF AND WALLS SHALL BE CLAD WITH 24 GA. ALUMINUM LINER. COLOUR OF LINER TO BE WHITE.
 - BUILDING TO BE INSULATED:
 - ROOF INSULATION R20.
 - WALL INSULATION R12.
 - COLOUR OF EXTERIOR BUILDING WALLS AND ROOF TO BE STONE GREY (OC-305). COLOUR OF DOORS AND TRIM TO BE SAPPHIRE BLUE (OC-261).
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD MEASUREMENTS AND SIZES OF ANY MECHANICAL PENETRATIONS THROUGH THE BUILDING WALLS.
 - APPLICATION OF BASE FLASHING ONTO CONCRETE STUD WALL MUST BE PRECEDED BY ADDITION OF A BEAD OF CONCRETE COMPATIBLE SEALER / CAULKING. INSTALLATION OF SOLE PLATE ON TOP OF BASE FLASHING MUST BE PRECEDED BY APPLICATION OF A BEAD OF SEALANT / CAULKING

ISSUED FOR CONSTRUCTION
2014/06/20

ENGINEERING SERVICES	RO	ISSUED FOR CONSTRUCTION	SFAHMY	M-LOTFI	R-VINO
BY	No.	REVISION	DRAWN	DESIGNED	CHECKED
DATE (YY-MM-DD)					
PREVIOUS DR. NO.~		SAP ID:		SCANNED	SCALE= 1:50



WARFIELD COMPRESSOR STN
WARFIELD STORAGE BUILDING BUILDING PLAN AND DETAILS
DRAWING NUMBER 13037-C-000-1031-R0



- NOTES:
- 1. ALL COORDINATES ARE IN METRES AND DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED.
 - 2. CO-ORDINATES ARE DERIVED FROM ORIGIN AT EXISTING MANIFOLD BUILDING
 - 3. PLANT NORTH BASED ON ASSUMED EAST-WEST DIRECTION OF NORTH BOUNDARY OF PIPELINE RIGHT-OF-WAY.
 - 4. FOR UNDERGROUND TANK PLAN AND PIPING DETAILS SEE DRAWING 13037-C-002-312.

LEGEND

- MAIN PIPING
- DRAIN PIPING
- PROPERTY BOUNDARY
- VEHICULAR CROSSING

ISSUED FOR CONSTRUCTION
2014/10/17

OLD DWG. NO. 13037-C-001-101-R02

ENGINEERING DRAFTING	R0	IMPORTED FROM AUTOCAD FILE	WKUMPULA			08-04-21
ENGINEERING DRAFTING	R1	SIGNED	INSTALL SILENCER	F. EVANS	J. LAVERS	08/05/29
ENGINEERING DRAFTING	R2	FOR SIGNATURE	PSV MODIFICATIONS	CHEUMAN	F. EVANS	08-11-24
ENGINEERING DRAFTING	R3	ISSUED FOR CONSTRUCTION - BUILDING	STORAGE BUILDING ADDED	M. LOTFI	.	14-10-17
BY	No.	REVISION	DRAWN	DESIGNED	CHECKED	DATE (YY-MM-DD)
PREVIOUS DR. NO. -		SAP 10:	SCANNED			SCALE - 1:300

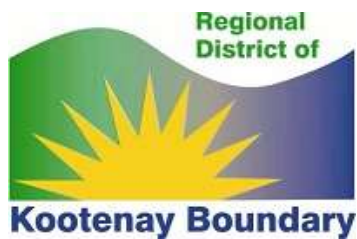


ENGINEER SEAL

WARFIELD COMPRESSOR STN

PLOT PLAN

DRAWING NUMBER 13037-C-100-1000-R3



STAFF REPORT

Date: 13 Feb 2015 **File**
To: Chair Grieve and Members, East
 End Services Committee
From: John M. MacLean, CAO
Re: VSU Agreement

Issue Introduction

A staff report from John M. MacLean, CAO presenting the Victim Service and Crime Prevention Division Transfer Under Agreement for Fiscal 2015 - 2016.

History/Background Factors

We enter into this agreement on an annual basis. There is no change in the cost sharing formula.

Implications

The amounts allocated and identified in the agreement are consistent with the 2015 Financial Plan.

Advancement of Strategic Planning Goals

Not applicable.

Background Information Provided

- Agreement

Alternatives

1. Receipt and approval
2. Deferral

Recommendation(s)

That the staff report from John M. MacLean, CAO presenting the Victim Service and Crime Prevention Division Transfer Under Agreement for Fiscal 2015 - 2016 be received.

That the Victim Service and Crime Prevention Division Transfer Under Agreement for Fiscal 2015 - 2016 be forwarded to the Board of Directors with a recommendation of approval and endorsement.

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF JUSTICE
TRANSFER UNDER AGREEMENT**

THIS AGREEMENT dated for reference the **01st** day of **April, 2015**.

BETWEEN:

Regional District of Kootenay Boundary (the "Contractor") with the following specified address and fax number:

202-843 Rossland Ave.
Trail, BC V1R 4S8
Fax No.: 250-368-3990

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Attorney General and Minister of Justice (the "Province") with the following specified address and fax number:

Victim Services and Crime Prevention Division
Community Safety and Crime Prevention Branch
Ministry of Justice
302 – 815 Hornby Street
Vancouver, BC V6Z 2E6
Fax No.: 604-660-1635

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

SECTION 1 – DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) "Contract Price" means the maximum amount specified in Schedule B;
- (b) "Services" means the services described in Schedule A;
- (c) "Term" means the term of the Agreement described in Schedule A subject to that term ending earlier in accordance with this Agreement;

(d) "Material" means all findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases, records and materials (both printed and electronic, including but not limited to hard disk or other diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to the Contractor as a direct result of this Agreement, but does not include:

- i. Client Files or Personal Information which could reasonably be expected to reveal the identity of a client;
- ii. Property owned by the Contractor

(e) "Client" means a person receiving the Services provided by the Contractor;

(f) "Client File" means a separate file created for each individual client to whom or on whose behalf the Contractor provides services under this Agreement, in order that the Contractor may retain Personal Information about that individual client either in electronic or in paper form;

(g) "Personal Information" means recorded information about an identifiable person.

(h) "Refund" means any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement;

SECTION 2 – SERVICES

2.01 The Contractor must provide the Services in accordance with this Agreement.

2.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

SECTION 3 - PAYMENT

3.01 If the Contractor complies with this Agreement, and the Province approves the Contractor's budget (contained in Schedule F), the Province must pay to the Contractor, in the amount and manner, at the times and on the conditions set out in Schedule B.

3.02 The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B.

3.03 In order to receive the payments described in Schedule B, the Contractor must submit statements of account and reports in accordance with Section 8 of this Agreement.

3.04 The Province in its sole discretion may withhold all or a portion of any payment or payments otherwise due under Schedule B to recover any payments that were not made in compliance with Schedule F, herein, in a previous period.

3.05 The Province may withhold from any payment due to the Contractor an amount sufficient to indemnify the Province against any lien or other third party claims that could arise in connection with the provision of the Services.

3.06 At the sole option of the Province, any portion of the Contract Price provided to the Contractor and not expended at the end of the Term shall be:

- (a) returned by the Contractor to the Minister of Finance;
 - (b) retained by the Contractor as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Contractor and approved by the Province.
- 3.07 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 3.08 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 3.09 Without limiting section 5.02, the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.
- 3.10 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

- 4.01 The Contractor represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
- (a) it has the legal capacity to enter into this Agreement and to carry out the transactions contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Contractor, and this Agreement has been legally and properly executed by the Contractor and is legally binding upon and enforceable against it;
 - (b) all information, financial statements, documents and reports furnished or submitted by the Contractor in connection with this Agreement are true and correct;
 - (c) the Contractor is not in breach, and the provision of the Services contemplated herein will not constitute a breach by the Contractor, of any statute, bylaw or regulation, or, of its constating documents;
 - (d) if the Contractor is a society or corporation, it is registered and in good standing with the Corporate Registry of British Columbia; and if it is a sole proprietor or a partnership, it is registered with Corporate Registry of British Columbia; and

- (e) the Contractor has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement.

- 4.02 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Contractor are material, are relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 5 – RELATIONSHIPS

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or by any actions of the parties pursuant to this Agreement.
- 5.02 The Contractor is an independent contractor and not the servant, employee or agent of the Province.
- 5.03 The Province may, from time to time, give reasonable instructions (in writing or otherwise) to the Contractor in relation to the carrying out of the Services, and the Contractor must comply with those instructions but unless otherwise specified by this Agreement, the Contractor may determine the manner in which the instructions are carried out.

SECTION 6 - OBLIGATIONS OF THE CONTRACTOR

- 6.01 The Contractor must:
 - (a) carry out the Services described in Schedule A, and in accordance with the terms of this Agreement during the Term;
 - (b) unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement
 - (c) comply with all applicable laws;
 - (d) ensure that all persons employed or retained to perform the Services are competent to perform them and are properly trained, instructed, and supervised;
 - (e) ensure that volunteers, students, trainees, work placements are properly trained, instructed and supervised in assisting with the delivery of the Services, ensure that all persons connected in any way to the delivery of the Services, including, employees, subcontractors, volunteers, students, trainees and work placements, have provided a criminal record check, and that the results of that criminal record check indicate that the person is suitable for delivery of the Services, or assisting with the delivery of the Services;
 - (f) not do anything that would result in personnel hired by the Contractor or a subcontractor being considered as the Province's employees;
 - (g) notify the Province in writing immediately upon any change in personnel and any leave of absence of persons employed or retained to deliver the Services for any period greater than 30 days;
 - (h) obtain the prior written consent of the Province to change the scheduled hours of operation of the program as noted in Schedule F;

- (i) establish and maintain intake and operational policies that are intended to provide for the safety and welfare of clients, the Contractor and their employees and volunteers;
- (j) acknowledge the involvement of the Ministry of Justice in funding the services in all public communications related to the Services including press releases, published reports, brochures, radio and TV programs, and public meetings.

SECTION 7 - SUBCONTRACTORS AND ASSIGNMENT

- 7.01 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.
- 7.02 The Contractor must not subcontract any of its obligations under this Agreement other than to persons identified in Schedule F, without the prior written consent of the Province.
- 7.03 No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement or imposes upon the Province any obligation or liability arising from any such subcontract.
- 7.04 The Contractor must ensure that any person retained by the Contractor to perform obligations under this Agreement fully complies with this Agreement in performing the subcontracted obligations.

SECTION 8 – RECORDS

- 8.01 The Contractor must:
 - (a) establish and maintain accounting records and books of account, invoices, receipts and vouchers for all expenses incurred in connection with providing the Services in accordance with Canadian Generally Accepted Accounting Principles;
 - (b) establish and maintain time records and administrative records in connection with providing the Services in a form and manner as may be determined by the Province.
 - (c) record and report statistics and other data in connection with the provision of the Services, as identified in this Agreement and its Schedules, in a form and manner determined by the Province;
 - (d) subject to 8.02, provide to the Province, upon reasonable request, for contract monitoring and audit purposes, any documents or records relating to the Contractor's delivery of the Services; and
 - (e) permit the Province, for contract monitoring and audit purposes, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to deliver the Services or used by the Contractor to keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any such documents and records.
- 8.02 At no time shall the Province have access to, or custody or control of, Client Files or any other records or documents that identify, or could reasonably be expected to reveal the identity of a client and their family.
- 8.03 The Parties agree that the Province does not have control, for the purpose of the Freedom of Information and Protection of Privacy Act, of the records held by the Contractor.

SECTION 9 – REPORTING

- 9.01 The Contractor must, upon the Province's request, fully inform the Province of all work done by the Contractor or its subcontractor in connection with providing the Services.
- 9.02 The Contractor must submit monthly statistical reports to the Province in a form and manner determined by the Province.
- 9.03 The Contractor must submit **quarterly** a Statement of Operations in the form and manner set out in **Schedule G** confirming all expenditures for the period at the following dates and times:

For the Reporting Period	Due Date
April 01, 2015 to June 30, 2015	On or before July 31, 2015
July 01, 2015 to September 30, 2015	On or before October 31, 2015
October 01, 2015 to December 31, 2015	On or before January 31, 2016
January 01, 2016 to March 31, 2016	On or before April 30, 2016

- 9.04 The Contractor must submit **semi annually** a Descriptive Report in the form and manner set out in **Schedule H** confirming activities for the period at the following dates and time:

For the Reporting Period	Due Date
April 01, 2015 to September 30, 2015	On or before October 31, 2015
October 01, 2015 to March 31, 2016	On or before April 30, 2016

SECTION 10 - STATEMENTS AND ACCOUNTING

- 10.01 Where the Contractor is not a Health Authority, Municipality or Regional District, the Contractor must submit to the Province within three months of its fiscal year end:
- (a) where the Contract Price is less than \$100,000.00
- (i) an annual set of financial statements that identifies the payments made by the Province under this Agreement; and
- (ii) a report that shows the disbursement of the funds provided under this Agreement (either as a schedule to the annual financial statements or as a separate report).
- Or
- (b) where the Contract Price is \$100,000 or over, an annual set of financial statements, with either an Audit or Review Engagement report, which identifies the payments made by the Province under this Agreement and the disbursement of these funds as a schedule to the annual financial statements.
- 10.02 Where the Contractor is a Health Authority, Municipality, or Regional District, it must, at a time and in a form and manner determined by the Province, provide the Province with an annual report that identifies the payments made by the Province under this Agreement and the disbursement of these funds for the Services.

- 10.03 The Contractor must keep and maintain separate administrative and financial records that pertain to the Services and must permit the Province to conduct, at any time with reasonable notice, and at the expense of the Province, an audit of these administrative and financial records.

SECTION 11 - CONFLICT OF INTEREST

- 11.01 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

SECTION 12 – CONFIDENTIALITY

- 12.01 The Province will not have access to, or custody or control of, client files relating to the Services or any other records or documents that identify, or could reasonably be expected to reveal the identity of a client receiving Services, except where it is necessary for the Province to safeguard and facilitate a transfer of said client files, records or documents.
- 12.02 The exception referred to in 12.01 above does not apply if the Contractor does not have access to, or custody or control of the client files relating to the Services, or any other records or documents that identify, or could reasonably be expected to reveal the identity of a client receiving Services.
- 12.03 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except, as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws.
- 12.04 Notwithstanding paragraph 12.03, the Contractor shall comply with all federal or provincial legislation requiring the disclosure of information.

SECTION 13 – DEFAULT

- 13.01 Any of the following events will constitute an Event of Default, whether any such event is voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative tribunal or government:
- (a) the Contractor fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Contractor in connection with this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Contractor pursuant to or as a result of this Agreement is untrue or incorrect;
 - (d) a change occurs with respect to one or more of the properties, assets, condition (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province, materially adversely affects the ability of the Contractor to deliver the Services;
 - (e) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Contractor;

- (f) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (g) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made, by the Contractor;
- (h) a receiver or receiver-manager of any property of the Contractor is appointed; or
- (i) the Contractor permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof,
- (j) the Contractor ceases, in the Province's opinion, to carry on business or operations as a going concern.

SECTION 14 – TERMINATION

- 14.01 Notwithstanding any other provision of this Agreement, if an Event of Default occurs, then, and in addition to any other remedy or remedies available to the Province, the Province may, at its sole option, terminate this Agreement by the Minister giving written notice of termination to the Contractor and if such option is exercised then this Agreement will terminate on the date such written notice is received or deemed received, pursuant to Section 14, by the Contractor and the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule B, for Services provided to the date of termination.
- 14.02 Notwithstanding any other provision of this Agreement the Province may, at its option and for any reason, terminate this Agreement by giving at least 30 days' written notice of termination to the Contractor and if such option is exercised the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive pursuant to "Schedule B", for Services provided to the date of termination.
- 14.03 Without limitation to 14.02, any of the following events, whether voluntary or involuntary, will constitute a termination:
- (a) Failure to provide the Services to the Province's satisfaction.
 - (b) The Contractor fails to notify the Province, with particulars that any of events previously noted has occurred or is occurring.

SECTION 15 – NOTICES

Delivery of notices

- 15.01 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 15.02 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given, will supersede for purposes of section 15.01 any previous address or fax number specified for the party giving the notice.

SECTION 16 - NON-WAIVER

- 16.01 No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing and signed by the Province.
- 16.02 The written waiver by the Province of any breach of any provision of this Agreement by the Contractor will not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

SECTION 17 - ENTIRE AGREEMENT

- 17.01 No amendment or modification of this Agreement is effective unless it is in writing and signed by the parties.
- 17.02 This Agreement, including its Schedules, as well as any modifications or amendments to it constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 18 - SURVIVAL OF PROVISIONS

- 18.01 All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive indefinitely, despite any expiration or sooner termination of this Agreement.

SECTION 19 - EVALUATION

- 19.01 The Contractor must participate in any evaluation, review or inspection of the Services at the request of the Province.

SECTION 20 – INDEMNITY

- 20.01 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

SECTION 21 – INSURANCE

- 21.01 The Contractor must comply with the Insurance Schedule attached as Schedule D.

21.02 The Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia.

21.03 It is the Contractors responsibility to ensure any required automobile insurance is in place. The Contractor shall provide, maintain, and pay for automobile insurance which it is required by law to carry or which it considers necessary to cover risks.

SECTION 22 – REFERENCES

22.01 Every reference to the Province in this Agreement includes the Minister of Justice, the Deputy Solicitor General, the Assistant Deputy Minister, and the Executive Director of the Victim Services and Crime Prevention Division and any person designated by any of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

SECTION 23 – OWNERSHIP

23.01 Any equipment, machinery or other property provided by the Province to the Contractor as a result of this Agreement will:

- (a) be the exclusive property of the Province;
- (b) forthwith be delivered by the Contractor to the Province on written notice to the Contractor requesting delivery of the same, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.

SECTION 24 - MISCELLANEOUS

24.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

24.02 All references to paragraph numbers in this Agreement refer to paragraphs in this Agreement, and all references to Schedules in this Agreement refer to Schedules attached to this Agreement.

24.03 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

24.04 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

24.05 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.

24.06 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

- 24.07 For the purpose of paragraphs 24.08 and 24.09, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 24.08 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 24.09 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and must use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.
- 24.10 Time and the uninterrupted provision of the Services are of the essence in this Agreement.
- 24.11 The Contractor must ensure that provision of services is uninterrupted and continuous. In the event that the Contractor is unable to provide the Services for any period greater than 30 days during the Term, the Contractor must immediately contact and inform the Province.
- 24.12 The Province reserves the right to engage other resources to provide the Services during any such periods referred to in paragraph 24.11 and make a claim for related costs to the Contractor. This provision does not include periods where demand exceeds Contractor capacity.
- 24.13 If there is any conflict between any provision in the body of this Agreement and any provision of any Schedule attached hereto, then the provisions in the body of this Agreement will prevail.
- 24.14 Every reference to an act, whether or not defined, in this Agreement, includes all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of that act.
- 24.15 In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context or the parties hereto so require.
- 24.16 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and permitted assigns.
- 24.17 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 24.18 Where the Contractor is a corporation, the Contractor warrants that the signatory has been duly authorized by the Contractor to execute this Agreement without corporate seal on behalf of the Contractor.

SECTION 25 – EXECUTION

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 2015 on behalf of the Contractor by its authorized signing officer: Authorized Signing Officer: (Chair of the Board if the Contractor is a Society) _____ Signature _____ Name _____ Title	SIGNED on the ____ day of _____, 2015 on behalf of the Province by its duly authorized representative: Duly Authorized Representative: _____ Signature Taryn Walsh Executive Director Victim Services and Crime Prevention Division
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Schedule A – Police- Based with Community-Based in Service Area

TERM: The term of this Agreement commences on **April 1, 2015 and ends on March 31, 2016.**

A.1 Service Area

This victim service program will provide services to clients in the policing jurisdiction of the **Trail & Greater District RCMP Detachments**. In some cases, clients may request service from outside the service area and the victim service program may provide services in these cases.

A.2 Type of Program

This is a police-based victim service program that operates with a community-based program in the same service area.

A.2.1 Coordination and Protocol

Victim service programs in the same service area must establish and follow a local protocol which will include roles and responsibilities of each program and how they will work together. A signed copy of any revised or updated local protocols must be provided to the Province by July 15th, 2015.

A.3 Service Clientele

This victim service program will provide the following services to the following clients.

	Victims of crime ¹ (other than family/ sexual violence)	Victims of trauma ²	Victims of family/ sexual violence ³
Critical Incident Response	Yes	Yes	Yes
Criminal Justice Information and Support	Yes	N/A	No *see A.3.1
Safety Planning	Yes	Yes	No *see A.3.1
Information and Referrals	Yes	Yes	No *see A.3.1
Emotional and Practical Support	Yes	Yes	No *see A.3.1

A.3.1 Mandatory Referral

All victims of family/sexual violence must be referred to a community-based victim service program in a timely manner and in accordance with the Referral Policy for Victims of Power-based Crimes⁴. Clients must be informed about the community-based victim service program and should be referred, as early as possible and in accordance with the established local protocol⁵.

¹ See A.6 - definitions section

² See A.6 - definitions section

³ See A.6 - definitions section

⁴ See Referral Policy for Victims of Power-based Crimes <http://www.pssg.gov.bc.ca/victimservices/publications/docs/power-based-crimes-referral-policy.pdf>. In exceptional circumstances, where a client specifically indicates that they do not wish to be referred to a community-based victim service program, this must be documented in the file, to remain with the police-based program. In situations where involvement of both police-based and community-based victim service programs is identified, the programs should coordinate an approach to service delivery and jointly develop victim-centred support plans.

⁵ See A.2.1 – Coordination and Protocol

A.4 Service Deliverables

Contractors are responsible for supervising victim service workers to provide the services described below. Contractors may prioritize service delivery based upon victim safety, victim vulnerability, and type of crime and the seriousness of the incident.

Critical Incident Response

- Respond to call out from police to:
 - Provide initial incident defusing
 - Provide critical incident stabilization
 - Liaise between victim and emergency personnel
- Respond to hospital call out
 - Liaise between victim and hospital personnel
- Identify and address immediate emotional, safety, and logistical victim needs
- Provide information regarding the immediate and post incident impacts of crime and trauma
- Provide information regarding next steps or actions to be undertaken by the police
- Coordinate with appropriate parties
- Provide response in accordance with contractor agency policies and procedures
- Make referral to Community-based Victim Service Program if applicable.

Criminal Justice System - Information and Support

- Provide information to victims about their rights under the Victims of Crime Act (VOCA)
- Obtain, provide and/or arrange for victims to receive case specific information which they may request under sections 6 and 7 VOCA.
- Provide information about the criminal justice system process, and roles of key parties
- Assist victims to engage with justice system personnel (e.g. police, Crown counsel)
- Arrange, facilitate and/or accompany victims to meetings with criminal justice system personnel (eg. police, Crown counsel, corrections staff)
- Support and prepare victims for the criminal court process, including:
 - Review with victims whether they may require testimonial accommodations
 - Initiate conversations with Crown counsel regarding victims' participation in the court process, including, if appropriate, exploration of testimonial accommodation
 - Prepare victim for possible emotional responses to court proceedings and/or testifying
 - Provide victim with court orientation by providing a courthouse tour, reviewing court room protocol, or providing public education materials. Note: Public education materials alone are generally not sufficient for court orientation unless they are the only option due to geography or workload.

- Provide victims with information regarding options for travel expenses to court and assist with facilitating these processes and arrangements
- Accompany victim to court and provide related emotional and practical assistance
- Provide information about and assistance with Victim Impact Statements
- Provide support to the victim upon conclusion of the case, ensuring victim is aware of and understands the outcome, and has access to necessary follow-up resources including registration for victim notification where appropriate and referral to other community supports where needed.

Safety Planning

- Upon initial contact with victim, assess, identify and address victim's immediate and emergency safety needs
- Develop and continue to update safety plan with victim including coordination with community and criminal justice system partners where appropriate
- Provide general safety and crime prevention information and referrals to community resources

Practical and Emotional Support

- Provide emotional support to assist victims to cope with the impacts of crime and trauma.
- Assist victim with the completion of forms (ie. Crime Victim Assistance Program application, Victim Impact Statement, victim notification registration).
- Assist victim with accessing transportation services including, but not limited to hospital, court, police, transition house, and/or shelters.
- Assist victim with accessing shelter, financial assistance, and/or social services as required.
- Provide or facilitate other types of practical support and assistance as appropriate

Information and Referral

- Provide referral information about Ministry of Justice supports including:
 - Victim services
 - Victim Safety Unit
 - Crime Victim Assistance Program
 - Stopping the Violence Counselling
 - Children Who Witness Abuse Counselling
 - Outreach and Multicultural Outreach Services
- Provide referral information regarding:
 - Child Protection/MCFD
 - Social services
 - Health services
 - Counselling services
 - Housing services
 - Mental health services
 - Community resources

- o Crime prevention
- o Financial Benefits
- o Attorney General services, including family justice counsellors
- o Other resources as appropriate

Networking, Public Awareness and Education

The following activities are provided depending upon the needs of the community and the program client service requirements. These activities enhance service delivery to victims, reach out to potential victims and raise the profile of victim services within the community.

- Host and/or participate in victim-related events
- Provide public education and promote awareness regarding victims' issues
- Inform other community services about services available to victims of crime
- Develop and maintain a network with criminal justice system personnel including police, Crown counsel, court services, corrections, and sheriffs; and social service and other community agencies, including transition houses, hospitals, and family justice resources

Provision of Services in Family Court Related Matters

Although, Victim Service Workers are not expected to provide detailed information on family law and/or family court processes, clients who are victims of family and sexual violence may require support through family law related matters. The following are examples of services that might be provided in a family court context:

- Providing emotional support to victims of crime in relation to family law issues/family court matters;
- Helping to obtain family law related protection orders or obtaining copies of existing protection orders;
- Helping to obtain information about the family court process;
- Providing referral to family court related resources such as Legal Aid, Duty Counsel and Family Justice Counsellors;
- Ensuring that safety plans are up to date and relevant to all settings including family court; and,
- Providing information on peace bonds and protection orders.

Court proceedings and the serving of court documents can be a time of heightened risk. Ensuring clients are safe at these times is critical and therefore safety planning is extremely important. If a victim service worker believes that a victim of crime would also benefit from emotional support during the family court process, then it may be appropriate for them to meet with the victim at court or arrange meetings before and/or after court to provide emotional support to the victim. Providing this type of support must be balanced with an agency's other competing service priorities.

A.5 Services Not Provided

Contractors are responsible for ensuring that the following services are not provided by victim service workers:

- ✦ Counselling – Victim service workers do not provide counselling or refer to themselves as counsellors unless they are registered counsellors
- ✦ Crime scene clean-up
- ✦ Victim Service Workers do not provide assistance in drafting forms relating to family court, including affidavits; or assist in civil/family trial preparation; and do not serve legal documents or conduct legal advocacy at civil/family court
- ✦ Legal advice
- ✦ Mental health services
- ✦ Victim transportation without appropriate vehicle insurance

A.6 DEFINITIONS

Adult – All persons 19 years and over.

Child – All persons under the age of 13 years

Child and Youth Physical Abuse – Any form of assault, as defined in the Criminal Code of Canada, committed against a child or youth by an adult in a position of trust or authority.

Child and Youth Sexual Abuse – Any sexual offence, as defined in the Criminal Code of Canada and other offences of sexual nature committed against a child or youth.

Emotional Support - validation of the victim's emotional/psychological reactions to the incident, acknowledging the victim's strengths, active listening, reflection, validation, predicting, and preparing

Safety Planning – Developing a plan with the victim to manage safety and reduce the risk of further victimization.

Sexual Assault – Any sexual offence, as defined in the Criminal Code of Canada, and other offences of sexual nature committed against an adult.

Trafficked Person - controlling a person by means of coercion and fear for the purpose of exploitation; the exploitation can take many forms such as sexual exploitation, labour exploitation, and domestic servitude.

Victims of crime - Direct victims of and witnesses to criminal offences and immediate/ surviving family members of direct victims of criminal offences

Victims of family/sexual violence

- o victims of violence in relationships (adult, youth, or child)
- o victims of sexual assault
- o victims of criminal harassment

- o victims of child abuse/assault (both physical and sexual)
- o adult survivors of childhood abuse (both physical and sexual)
- o child witnesses of family violence

Victims of trauma - Direct victims of and witnesses to non-criminal traumatic events which involve the police or other first responders, including, but not limited to motor vehicle accidents and sudden death next of kin notifications; immediate/ surviving family members of direct victims of traumatic events

Victim Service Worker – Program coordinator, volunteer, student, trainee, and work placement who is employed or retained to provide victim services under this Agreement.

Violence in Relationships – violence in intimate relationships, including married, common law and dating relationships; same-sex or heterosexual relationships, whether the persons are living together at the time of the violence or not. It may include assault, sexual assault, criminal harassment and other crimes which occur within the context of that relationship (e.g. a victim of break and enter, mischief, and theft that was committed by a former intimate partner).

Youth – All persons aged thirteen to eighteen.

Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding **\$47,832.00** in the aggregate (the “Contract Price”) for the Term of the Contract in the following manner:

The Province will pay the Contractor on **the 15th** of each specified period:

PBVS - \$47,832.00

- On April 15, 2015, the sum of **\$11,958.00**;
- On July 15, 2015, the sum of **\$11,958.00**;
- On October 15, 2015, the sum of **\$11,958.00**;
- On January 15, 2016, the sum of **\$11,958.00**.

2. Pursuant to paragraph 3.10 (a) and (b) of the Agreement, the Contractor will apply any Refund received to the provision of the Services.

Schedule C – Criminal Record Checks

1. The Contractor will ensure that every employee, volunteer, student, trainee and work placement who will work with children, or have unsupervised access to children in the performance of the Services under this Agreement, undergoes a criminal record check to determine whether that individual has a criminal record or has an outstanding charge which indicates that the individual presents a risk to the potential safety of children who may come into contact with that individual, and:
 - (a) Ensure that every person involved with the provision of the Services under this Agreement is suitably qualified to be entrusted with the care and protection of children; and
 - (b) Maintain and make available to the Province upon request, documentation showing that the criminal record check requirement set out in this Schedule has been met.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
 - a) be primary; and
 - b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Additional Terms

1. Documents

Upon the Province's request, the Contractor will provide the following:

- (a) Board of Directors – a current list of all directors, including contact information for each director
- (b) *Workers Compensation Act* – proof of workers compensation coverage under the Act
- (c) Job Descriptions
- (d) Other documents as requested by the Province

2. Community-Based and Police-Based Victim Service programs - PROTOCOL

- (a) A signed copy of any revised or updated local protocols must be provided to the Province by July 15th, 2015.

3. Police-based programs operating in detachments/police departments

The Contractor will ensure that the detachment/department commander or designated police officer is requested to supervise the Program Manager in the day to day delivery of the Services;

The Contractor will encourage the police to make referrals to ensure the Program's fullest utilization; and

The Contractor will ensure that any persons delivering or assisting with the delivery of the Services have undertaken the security and liability screening recommended by the police department or detachment in the area where the Services are to be delivered.

4. Cost-share Contribution for Police-based Programs

Police-based Victim Service Programs are cost-shared 50/50 between the Ministry and local governments in communities with a population of 5,000 or more and where they exist in communities with a police-strength of 4 or more. At a minimum, the Ministry expects local governments to match the Ministry's contribution. This cost-sharing approach recognizes the critical role that police-based victim services play in the police response to crime and trauma, particularly in the area of crisis response.

The Contractor will manage the municipal contribution that is specified in the Fiscal Year 2015-2016 Budget Proposal (Schedule F).

Schedule G – Quarterly Statement of Operations

Community-based or Police-based Victim Services

Contractor: _____

Contract Number: _____

Program Name: _____

Contact Name: _____

☐ Quarter 1: April 01 - June 30, 2015☐ Quarter 3: October 01 - December 31, 2015☐ Quarter 2: July 01 - September 30, 2015☐ Quarter 4: January 01 - March 31, 2016

	1	2	3	4	5=(4-3)
Revenue	Current Quarter	Year to Date	Fiscal Year-End Forecast	Approved Budget	Variance
	Amount	Amount			
Provincial - Victim Services and Crime Prevention Division					
Expenditures	Current Quarter	Year to Date			
	Amount	Amount			
Salaries and Benefits					
Total Salaries and Benefits					
Victim Service Program Delivery Expenditures					
Facilities (i.e. Rent, utilities, maintenance)					
Resource Materials					
Program delivery related travel					
Volunteer Appreciation					
Office supplies					

Promotion / Outreach					
Telephone / Fax / Internet					
Cellular Phone					
Memberships					
Other (specify):					
Total Victim Service Program Delivery Costs					
Administration Expenditures					
Victim Service Staff Training, Development, and associated travel					
Facilities (i.e. Rent, utilities, maintenance)					
Management / Administrative Support Wages					
Bookkeeping / Audit					
Other (specify):					
Total Administration Expenditures					
Total Expenditures					
Excess of revenues over expenditures					

Note: Please report on revenues and expenditures directly funded by the Province only. A separate Statement of Operations must be completed for each program type operated by the agency.

COMPLETED BY: _____

SIGNATURE: _____

DATE: _____

Executive Director / Signing Authority:

COMPLETED BY: _____

SIGNATURE: _____

DATE: _____

Note:

1. Please complete a separate Quarterly Statement of Operations Report for each program type
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

Schedule H – Semi-Annual Report

Contractor: _____ Contract Number: _____

Reporting Period:

☐ April 01, 2015 – September 30, 2015 ☐ October 01, 2015 – March 31, 2016

Program Type:

☐ Police Based Victim Services ☐ Community-Based Victim Services
☐ Children Who Witness Abuse ☐ Stopping the Violence Counselling
☐ Outreach Services ☐ Multicultural Outreach Services

Please complete the following questions as they relate to the reporting period identified. The information you provide helps Victim Services and Crime Prevention Division, Ministry of Justice with a better understanding of program activities, and service delivery issues.

1. Thinking about the clients served by your program, please describe any unmet needs, challenges, gaps in services and/or particular trends during the reporting period:

2. Please describe how you have engaged with the community to share information about the services available through your program during the reporting period (i.e. meetings with other service providers, meetings with other justice system personnel, information sessions, etc.)?

3. Provide any additional comments you may have:

Program Staff Personnel:

COMPLETED BY: SIGNATURE: DATE:

Executive Director / Signing Authority:

REVIEWED BY: SIGNATURE: DATE:

Note:

- 1. Please complete a separate Semi-Annual Report for each program type.
- 2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

SCHEDULE F

FISCAL 2015- 2016 PROGRAM APPLICATION

PART I

A. APPLICANT INFORMATION

Legal Name of Organization:	Regional District of Kootenay Boundary		
Incorporation # (for Societies only):			
Street Address: (include City, Province, and Postal Code)	202- 843 Rossland Avenue, Trail BC V1R 4S8		
Mailing Address: (if different from above):			
Telephone:	250-368-9148	Fax:	250-368-3990
Organization Contact			
Executive Director/CAO	John MacLean		
Mailing Address: (if different from above)			
E-mail Address:	jmaclean		
Telephone:	250-368-9148	Fax:	250-368-3990
Chair of Board (or other Board Member)	N/A		
Mailing Address: (if different from above)	N/A		
E-mail Address:	N/A		
Telephone:	N/A	Fax:	

B. APPLICANT ADMINISTRATIVE INFORMATION

1. Do your organization's human resources policies and procedures comply with the:

Employment Standards Act of British Columbia?	Yes	☒	No	☐
British Columbia Human Rights Code?	Yes	☒	No	☐
Worker's Compensation Act (under WorkSafe BC)	Yes	☒	No	☐

2. Are the staff in your organization unionized? Yes ☒ No ☐

If answered "Yes" to the above,

Specify which union: CUPE _____

3. Are your program staff exempt from the collective agreement? Yes ☒ No ☐

4. Is your organization part of the Community Social Services Employers Association of BC (CSSEA)?

☐ Member ☐ Associate Member ☒ Non-member

C. COMMERCIAL GENERAL LIABILITY INSURANCE

All contractors are required to have Commercial General Liability (CGL) insurance in accordance with the terms of the Transfer Under Agreement.

The criteria for CGL include:

1. *Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under the Agreement;*
2. *The Province must be included as an additional insured;*
3. *The policy must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and*
4. *The policy must include a cross liability clause*

A Certificate of Insurance will be included when you receive your contract. Please have your insurer complete and return to the Province as quickly as possible.

Attached for your reference is **Appendix A – Master Insurance Program**. The Appendix provides general information on the Master Insurance Program.

Please choose from **ONE** of the following options:

- ☒ **Option A:** Your agency carries its own Commercial General Liability (CGL) coverage (as described above) that covers the programs and services you are applying to provide.

or

- ☐ **Option B:** Your agency is requesting enrolment in the Province's Master Insurance Program.

PART II PROGRAM INFORMATION**NOTE:** FOR EACH PROGRAM APPLIED FOR, A SEPARATE PROGRAM INFORMATION FORM MUST BE COMPLETED.**A. Program Contact Information**

Program Type:	☐ CWWA	☐ STV	☐ OR
	☐ Multi OR	☐ CBVS	☒ PBVS
Street Address:	Greater Trill Victim Services 3601 Laburnum Drive, Trail BC V1R 2S9 <i>(Do not disclose physical address if program is located in a TH or SH.)</i>		
Mailing Address: (if different from above):			
Program Telephone:	250-368-2184	Program Fax:	250-364-1453
Program Coordinator:	Corrie Goldsbury	Telephone:	250-368-2184
Program Coordinator Address:	3601 Laburnum Drive Trail BC, V1R 2S9		
Names of all additional paid program staff:			
Name	Position	E-mail Address	
Marg Taylor	Case Worker	marg.taylor@rcmp-grc.gc.ca	
↓ Police-based Victim Service Programs only ↓			
Police Department/ Detachment Liaison:	Sgt. Darren Oelke		
Mailing Address:	3601 Laburnum Drive, Trail BC V1R 2S9		
Telephone:	250-368-2566	Fax: 250-364-1453	
E-mail Address:	darren.oelke@rcmp-grc.gc.ca		

B. Program Delivery

This section pertains only to the "Victim Service Program" or "Violence Against Women Program" funded by Victim Services and Crime Prevention Division (the "Division"), Ministry of Justice. **DO NOT** include details of other programs your organization administers.

1. What are the scheduled hours of operation of the program? (E.g. Monday to Friday, 8:30 am to 4:30 pm)

Days: Monday-Thursday

Hours: Mon,Tues,Thurs-9-5,Wed 10-6

2. Indicate the base hourly wage paid for each of the program position(s):

Program Position	Base Hourly Wage
Program Manager	37.02
Case Worker	19.42

3. Indicate the number of hours per week and the base hourly wage paid for clinical supervision (if provided):

Position	Hours per week	Base Hourly Wage

FOR SOCIETIES ONLY:

1. Attach a copy of your Society's current:
- Annual report (If an annual report is not produced, attach a copy of the minutes from the last Annual General Meeting)

FISCAL 2015 – 2016 BUDGET PROPOSAL

Your Budget Proposal should reflect the Province's costs of delivering a program.
Incomplete Budget Proposals will cause a delay in the assessment of your application.

Program Type:

☐ CWWA ☐ STV ☐ OR ☐ Multi OR ☐ CBVS ☒ PBVS

Program Location (please provide location, i.e.: Municipality, City (e.g.: Surrey):

1. PROGRAM REVENUES

SOURCE	CASH	IN-KIND	TOTAL
Ministry of Justice – VSCPD(one time payment)	47,832		
Municipal Government	55,683		
Regional District			
Applicant Organization			
Other:(Please specify) Federal Grant in Lieu Previous year surplus	200 8560		
TOTAL PROGRAM REVENUES	112,275		

NOTE: Police-Based Victim Service Programs

If the program is cost-shared with your municipality/regional district, the maximum "in kind" amount that may be claimed for under "Municipal Government" or "Regional District" is 20% of cash. "In kind" expenditures include costs for facilities (e.g. rent, utilities and maintenance), telephone, fax, and office supplies, etc.

2. PROGRAM EXPENDITURES

A. Salaries and Benefits (includes direct service delivery, direct supervision and clinical supervision costs only.)

Note: Include receptionist position(s) under Administration "Administrative Support wages"

POSITION(S) by Job Title:	YEARLY SALARY	YEARLY BENEFITS	TOTAL YEARLY COST	FUNDED FROM VSCPD
1. Program Manager	69,790	17,448	87,238	47,832.00
2. Case Worker	10,098	1212.00	11,310	0
3.				
4.				
5.				

6.				
TOTAL SALARIES AND BENEFITS	79,888.00	18,660	98,548.00	47,832.00

B. PROGRAM DELIVERY (*Expenses directly related to the delivery of the program.*)

EXPENSE	TOTAL COST	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)	6825 (in-kind)	0
Resource Materials	300	0
Program Delivery Related Travel	2500	0
Volunteer Appreciation	400	0
Staff Training, Development, and Associated Travel	2250	0
Office Supplies	500	0
Promotion / Outreach	100	0
Telephone / Fax / Internet	1765 (in-kind)	0
Cellular Phone (program manager/caseworker)	2220	0
Memberships (specify): PVSBC, CPCA	494	0
Program Delivery Supplies (specify): laptop(800) misc (40)	840	
Other (specify) printing/photocopy/fax	560 (in-kind)	0
TOTAL PROGRAM DELIVERY COSTS	18,754	0

C. ADMINISTRATION (*Expenses indirectly related to the delivery of the program*)

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)		
Management Wages		
Administrative Support Wages		
Bookkeeping / Audit		
Other (specify) board fee/reserve for contingencies	4124	0
TOTAL ADMINISTRATION COSTS	4124	0

TOTAL PROGRAM EXPENDITURES

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
A. Total Salaries and Benefits	98,548	47,832
B. Total Program Delivery Costs	18,754	0
C. Total Administration Costs	4,124	0
TOTAL EXPENDITURES (A+B+C)	121,426	47,832

**less in-kind **

\$112,276

SUBMITTED BY: AUTHORIZED SIGNING OFFICER FOR ORGANIZATION

Please note that if the applicant is a Society, the signatures of at least **ONE Board** member is required

As an authorized signing officer for the organization, I hereby certify that all the information contained on this application including all attachments is accurate and correct to the best of my knowledge:

Authorized Signing Officer:

Signature: _____

Name: _____

Title: _____

Date: _____

Board Member:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY**Approved By:**

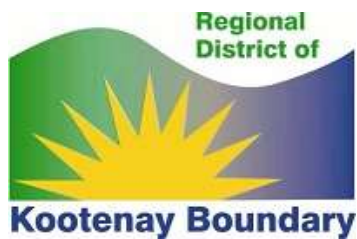
Program Manager: _____

Signature: _____

Date: _____

Comments / Notes:

_____ approved _____

**STAFF REPORT**

Date: 16 Jan 2015 **File**
To: Chair Grieve and Members, East
 End Services Committee
From: John M. MacLean, CAO
Re: Invoice - Rossland Hydrants

Issue Introduction

A staff report from John M. MacLean regarding an invoice from the City of Rossland for hydrants not invoiced for since 2010.

History/Background Factors

We have an agreement with the Municipalities, local improvement district and Regional District services to pay for hydrant maintenance. Payment is based on an invoice and the water services providing certain information (mapping and maintenance records). The City of Rossland has discovered that it has been invoicing us for the number of hydrants and has asked that they be reimbursed a total of \$15,187.21.

The agreement that was in place was silent as to what would happen if a municipality erred in the number of hydrants that was billed (we paid on the basis of a municipal invoice). The relevant sections of the agreement are as follows:

"1) OBLIGATIONS OF THE MUNICIPALITY

- a) The MUNICIPALITY shall at its own cost and direction maintain, inspect, lubricate and flush all fire hydrants within its jurisdiction to the standard established by Sections 1.1 and 6.6 of the British Columbia Fire Code.*
- b) The MUNICIPALITY shall number each of its fire hydrants and mark the applicable number on each hydrant in a clear, legible and permanent manner.*
- c) The MUNICIPALITY shall provide the RDKB with a map showing the location and number of each hydrant in its jurisdiction and replace the map from time to time as required by the deletion or addition of fire hydrants.*

- d) The MUNICIPALITY shall immediately inform the RDKB Fire service of any fire hydrant that is not usable (out of service) for whatever reason. It shall also inform the RDKB immediately when a fire hydrant is once again usable (in service).*
- e) The MUNICIPALITY shall provide the RDKB with copies of the records maintained as required by article 6.6.4 of the British Columbia Fire Code, no later than November 30 of each year.*

2) OBLIGATIONS OF THE RDKB

- a) The RDKB shall, on or before August 15th in each year, pay the MUNICIPALITY for the services provided under Section 2 of this Agreement as follows:*
- i) \$105.50/hydrant in the first year (January 1, 2012 – December 31, 2012),*
 - ii) In years 2 (2013) and 3 (2014) of the Agreement, the amount paid will be adjusted by the British Columbia Consumer Price Index (BCCPI) for the month of December and shall be accumulative,*
 - iii) for each hydrant for which the requirements of Section 2 of this agreement have not been met, the RDKB may deduct \$85.00 except in the first year of this Agreement.*
- b) The RDKB shall inform the MUNICIPALITY of each and every time it utilizes a MUNICIPALITY fire hydrant. Should the RDKB find the fire hydrant in need of maintenance it shall so notify the MUNICIPALITY within twenty-four (24) hours.*
- c) The RDKB shall be responsible for any damage that it causes during its use of the MUNICIPALITY'S hydrant, and shall compensate the MUNICIPALITY for any and all reasonable expenses related to the repair of the hydrant.*
- d) The RDKB shall ensure that all members and volunteers of its Regional Fire Service are fully trained in the safe and proper use of the MUNICIPALITY'S fire hydrants."*

The City of Rossland corrected the invoice in 2014 and was paid for the proper number of hydrants.

While we sympathize with the municipality, it is they who control the number of hydrants and the invoicing. To go back four years hinders the fires services ability maintain service levels, as it is already struggling to limit requisition increases.

Implications

This expenditure would have a direct impact on the 2015 financial plan for the Kootenay Boundary Regional Fire Rescue Service, which is already struggling to maintain service levels while limiting increases to property taxation.

Advancement of Strategic Planning Goals

Not applicable.

Background Information Provided

Invoice from the City of Rossland.

Alternatives

- Receipt and decline to pay the invoice
- Receipt and direct staff to allocate the necessary funds in the 2015 Financial Plan to allow for payment after the Financial Plan is approved.
- Deferral

Recommendation(s)

That the staff report from John M. MacLean regarding an invoice from the City of Rossland for hydrants not invoiced for since 2010 be received.

That the RDKB decline to pay the invoice.



CITY OF ROSSLAND
1899 COLUMBIA AVE PO BOX 1179
ROSSLAND, BC V0G 1Y0
PH (250) 362-7396 FAX (250) 362-5451

INVOICE

Customer Number : REG10
Invoice Number : 263
Invoice Date : 09-Jan-2015
Customer P.O. No. :
Due Date : 08-Feb-2015

Payment Return Slip



Enter Amount Enclosed

REGIONAL DISTRICT OF KOOTENAY BOUNDARY
#202 - 843 ROSSLAND AVENUE
TRAIL, BC V1R 4S8



Please detach and return top portion with payment. Retain bottom portion for your records.

REGIONAL DISTRICT OF KOOTENAY BOUNDARY
#202 - 843 ROSSLAND AVENUE
TRAIL, BC V1R 4S8

INVOICE
REGIONAL DISTRICT OF KOOTENAY BOUNDARY
FILE #
JAN 13 2015
DOC #

Customer Number : REG10
Invoice Number : 263
Invoice Date : 09-Jan-2015
Customer P.O. No. :
Due Date : 08-Feb-2015

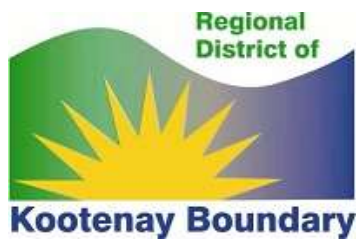
Product	Description	REF. TO:	Quantity	Unit Price	Amount
MISC-O	MISC OFFICE 2010 FIRE HYDRANTS	CC:	28.0000	102.10	\$2,858.80
MISC-O	MISC OFFICE 2011 FIRE HYDRANTS		37.0000	103.43	\$3,826.91
MISC-O	MISC OFFICE 2012 FIRE HYDRANTS		39.0000	105.50	\$4,114.50
MISC-O	MISC OFFICE 2013 FIRE HYDRANTS		41.0000	107.00	\$4,387.00
Approved for Payment Vendor No. 12247-618-050-001 Selection No. N N Unit Price 15187.21					
GST/HST Registration Number : 106984115RT0001				Total Gross	\$15,187.21
2011-2014 FIRE HYDRANT AGREEMENT INVOICE				GST/HST	\$0.00
				Total Invoice	\$15,187.21



CITY OF ROSSLAND
1899 COLUMBIA AVE PO BOX 1179
ROSSLAND, BC V0G 1Y0
PH (250) 362-7396 FAX (250) 362-5451

Fire Hydrants

	# Flushed	Paid	Each	Payment Received	Additional to be Received
2010	146	118	102.1	12,047.80	2,858.80
2011	155	118	103.43	12,204.74	3,826.91
2012	157	118	105.5	12,449.00	4,114.50
2013	159	118	107	12,626.00	4,387.00
2014	161	161	107	17,227.00	-
Payment Due					15,187.21

**STAFF REPORT****Date:** 26 Jan 2015**File**ES Administration -
Liquid Waste**To:** Chair Moore and Members,
Sewerage Committee**From:** Bryan Teasdale, Manager of
Infrastructure and Sustainability**Re:** AM Ford Formal Proposal for Land
Exchange Activities at CPCC**Issue Introduction**

A Staff Report, from Bryan Teasdale, Manager of Infrastructure and Sustainability, regarding a recently advanced proposal from E. Verigin Consultants (representing the AM Ford Development) to look at completing a land swap for properties located in and around the RDKB's CPCC Facility.

History/Background Factors

RDKB Staff have been in conversations with representatives from AM Ford in respect to their proposed development of a new Ford dealership site adjacent to the Columbia Pollution Control Centre. This development was advanced (and approved) several years ago; however, since that time, additional planning and site development have been completed by the proponent.

The original plan included provisions for a retaining wall along the shared property line to the South of the CPCC, slight to moderate encroachment for construction of the retaining wall (access, wall reinforcement and back-sloping) and relocated fencing along the property line. Recently, an updated site plan was submitted to the Committee for review and comment that included the request for an additional access road to the CPCC lands, and the utilization of ample property area along the East Side of the current CPCC lands for parking, etc. The Sewer Committee ultimately denied this request.

An amended request was then presented to the Sewer Committee requesting additional land to be utilized via an encroachment easement / formal land use agreement, which was approved as the proposed works would not significantly

impact current or future RDKB operations in respect to the original proposal, as all of the requested land encroachment is over current City of Trail Statutory Right of Ways for Sanitary Sewer Collection and Force Mains.

The most current request to again amend the above-noted changes includes the attached land swap proposal. In summary, this proposal includes the following attributes:

1. The RDKB would be given back the current easement area owned by AM Ford (Parcel #4 on map) in respect to the facility's access road as fee simple property (this area also includes the location of the regional system's force main to the treatment plant and outfall to the river, telecommunications, etc).
2. AM Ford would be given current RDKB Land that now exists between the old property line and the new fence (Parcels #2 and #3). The future land use in this area is to be of a landscaped area sloping down to the new retaining wall to be constructed this year and of no use to the RDKB for future operations.
3. AM Ford would be given rights under a new encroachment easement / land use agreement that would include a small area to the West of the property (near the City of Trail Bear Creek Pump Station) that would be included with the approved lands that were given these rights in early 2014.

Implications

With the proposed transaction completed, the RDKB would end up receiving 480.9 square metres of land and giving up 304.5 square metres of land back to AM Ford (net difference of +176.4 square metres of land to RDKB). The previous encroachment easement area given to AM Ford would be increased by 113.0 square metres.

The current Encroachment Easement documents will require amendments accordingly as well as legal surveys associated with these changes. All costs including legal, will become the responsibility of AM Ford.

As the values of the lands to be swapped are similar, no issue of assistance to a business should arise. Section 186 of the LGA, subsections 2c and 2e would apply, such that the RDKB need not first offer the lands to the public for acquisition. Subsection c applies where land is to be exchanged for other land, and subsection e applies where the disposition is to an adjoining owner for the purpose of consolidating the lands. As such, the only main process would be to publish a notice of the proposed disposition in the usual posting places (i.e. Trail Times, etc) which

would contain a description/plan of all the RDKB lands to be transferred, the nature of the disposition (fee simple title), the transferee, and any compensation to be received (other lands - if appropriate).

Advancement of Strategic Planning Goals

N/A

Background Information Provided

1. Correspondence from E. Verigin Consultants dated January 14, 2015.

Alternatives

1. Receive the Staff Report.
2. Receive the Staff Report and approve the current request.
3. Receive the Staff Report and deny the current request.
4. Not to receive the Staff Report.

Recommendation(s)

That the Staff Report, from Bryan Teasdale, Manager of Infrastructure and Sustainability, regarding a recently advanced proposal from E. Verigin Consultants (representing AM Ford) to look at completing a land swap for properties located in and around the RDKB's CPCC Facility, be received.

That the Sewer Committee approve the current request for AM Ford as per the correspondence and site plans from E. Verigin Consultants dated January 14, 2015 with respect to the proposal land swap activities and further encroachment area onto CPCC lands in order to restructure the ownership of lands so that the end result can better serve both AM Ford and the Regional District of Kootenay Boundary.

E. VERIGIN CONSULTANTS

145 – 4200 Grandview Drive Email: EMVerigin@shaw.ca
 Castlegar, B.C. Pho: (250) 304 2801
 V1N 4X6

Wednesday, January 14, 2015.

**Regional District of Kootenay Boundary
 843 Rossland Avenue
 Trail, B.C. V1R 4S8**

Attention: Bryan Teasdale

Dear Bryan:

RE: AMFord / RDKB Land Trade

The appended drawing references the following areas:

- RDKB Land on West side as Parcel 1
- RDKB Land on North side following new fence line to Encroachment area as Parcel 2
- RDKB Land on North side passing East and through Encroachment Area as Parcel 3
- AMF Land on North side of new fence line and including all easements with Access Roadway to the RDKB Pollution Control Plant (PCP) as Parcel 4

This is a suggestion and recommendation from E Verigin Consultants to restructure the lands so that the end result can better serve both AM Ford and the Regional District of Kootenay Boundary as suggested in the following justification:

1. The City of Trail (CoT) 75 mm Sanitary Line has been relocated between the Access Roadway and the new fence line within Parcel 4 that will now become RDKB property
 - a. Easement registrations will be required for City of Trail
2. The original gate from AMF to RDKB RV Park is now outside the AMF property
 - a. Parcel 1 will be an easement from the RDKB to AMF will include this gateway
 - b. Completion of the West fence line by AMF will follow the proposed new property line and include a gate at this location if required by the RDKB
 - c. EVC recommends that gate have no lock so that it may be instantly available should an emergency become necessary to evacuate from either property

3. Parcels 2 and 3 are currently owned by RDKB and within the new fence line and AMF property. These will be swapped with AMF and negate any necessity for agreements that will require maintenance within this area
4. AMF Parcel 4 will become owned by the RDKB and negate any future agreements as to maintenance or other responsibilities by either party and become RDKB lands
 - a. Access road to the RDKB lands will now not require an easement

The current Encroachment Easement documents will require amendments accordingly as well as legal surveys associated with these changes. All costs including legal, will become the responsibility of AM Ford

Please advise what further information and / or meetings may be required to complete this agreement.

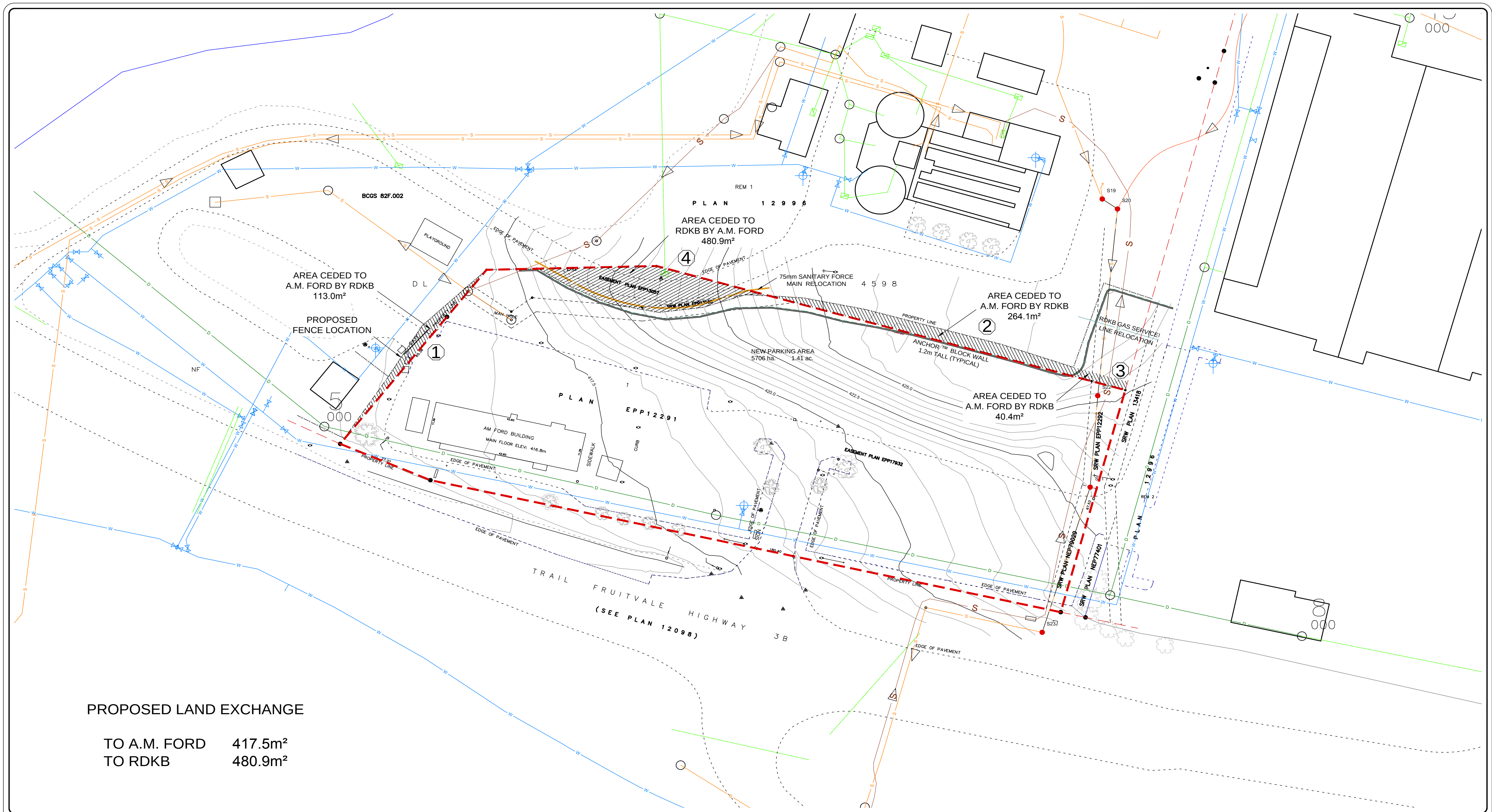
Yours very truly

Elmer Verigin, B.S.C.E., P.Eng.

Enc: Plan

Cc: AMF

File: rdkb1501141



THIS DRAWING IS PRODUCED FOR ANSI D PAPER (34" LENGTH x 22" HEIGHT). REPRODUCTION USING ANY OTHER SIZE WILL AFFECT THE INDICATED SCALE (USE SCALE BAR).

REFERENCE DRAWINGS

No.	DATE	BY	DESCRIPTION
1	26/10/2014	SC	WALL DESIGN / ALIGNMENT CHANGES
REVISIONS FOR ISSUE B			

No.	DATE	BY	DESCRIPTION
B1	26/10/2014	SC	ISSUED FOR CONSTRUCTION
REVISIONS FOR ISSUE B			

ENGINEERING (2012) LTD.
Civil • Structural • Materials Testing
2248 Columbia Ave. Castlegar, B.C. V1N 2X1 Ph: (250) 365-3096

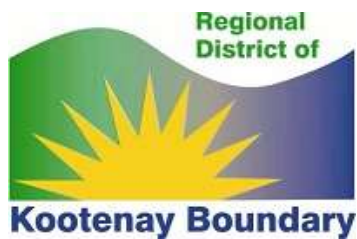
STAMP

DESIGN BY	DATE
SC	26/10/2014
DRAWN BY	DATE
SC	26/10/2014
CHECKED BY	DATE
DS	27/10/2014
APPROVED BY	DATE
DS	27/10/2014

PROJECT: **DEALERSHIP SITE DEVELOPMENT**
LOT 1, PLAN EPP12291, DISTRICT LOT 4598, KOOTENAY DISTRICT

DESCRIPTION: **SITE PLAN**

HOR. SCALE	1:500	VERT. SCALE	
PROJECT FILE No.	C13001-064	# IN SET	10
SHEET	C1	REV.	B1



STAFF REPORT

Date: 26 Jan 2015

File

ES Admin - Liquid
Waste

To: Chair Moore and Members,
Sewerage Committee

From: Goran Denkovski, Engineering and
Safety Coordinator

Re: Regional Flow Metering Reporting
Proposal

Issue Introduction

A Staff Report from Goran Denkovski, regarding a review of the reporting proposal summarizing volume data collected.

History/Background Factors

In late 2013, Service Participants (Rossland, Warfield and Trail) agreed to terms and conditions of a new cost apportionment agreement of the East End Regionalized Sewer Utility requiring the RDKB to install necessary volume measuring equipment by no later than January 1, 2015, such that, by January 1, 2016, the RDKB will have sufficient accurate volume data from the equipment from the preceding 12 month period to apportion for the 2016 fiscal year.

Presently the volume data is being hosted by a third party under a one year contract. The intent of the reporting is to have volume data that is collected, verified and sealed by a qualified professional monthly. This reporting would then be used to apportion sewer volumes for the 2016 fiscal year.

Staff have received enquiries regarding access to real-time flow data and release of flow data. Staff recommend that data be released only after a third-party qualified professional certifies the flow data and further, that certified data be released to all service participants at the same time.

Implications

Total cost to the service would be \$16,800 for a one year term in the 2015 budget.

Advancement of Strategic Planning Goals

Exceptional Cost Effective and Efficient Services - Ensuring responsible and proactive funding of core services

Background Information Provided

1. ISL Rossland & Warfield Flow Metering Station Flow Data Review Proposal

Alternatives

1. Receive the Staff Report.
2. Receive the Staff Report and award a contract to review volume data and report findings monthly to the RDKB for the Rossland and Warfield Flow Metering Stations
3. Receive the Staff Report and reject all submitted proposals and propose alternative timelines and reporting requirements for Rossland, Warfield and Columbia Pollution Control Center flow metering stations.
4. Direct Staff to release flow data only after a third-party qualified professional certifies the flow data and further, that certified data be released to all service participants at the same time.
5. Direct Staff to release flow data at the discretion of the Committee.
6. Not to receive the Staff Report.

Recommendation(s)

That the Staff Report from Goran Denkovski, Engineering and Safety Coordinator, regarding a review of the reporting proposal summarizing volume data collected, be received.

That the Sewerage Committee recommend to the Board of Directors that they approve the proposal from ISL to review volume data and report findings monthly to the RDKB for the Rossland and Warfield Flow Metering Stations in the amount of \$15,000 plus a anticipated \$1800 for maintenance and applicable taxes and authorize the Regional District's Signatories to enter into a contract.

That the Sewerage Committee direct Staff to release flow data only after a third-party qualified professional certifies the flow data and further, that certified data be released to all service participants at the same time.



1.0 Introduction and Project Understanding

Two newly constructed flow metering stations recently installed for the Regional District of Kootenay Boundary (RDKB) in Warfield and Trail are intended to monitor sanitary sewerage flow for the communities of Rossland and Warfield.

The RDKB has requested ISL to submit a proposal to confirm both flow monitoring stations are operating in accordance within the intended design parameters.

2.0 Approach and Methodology

In response ISL proposes to perform the following tasks:

A) ISL Reporting

1. Log onto RDKB's data host, Timberraft.net, a minimum of 3 times per week to review flow data and log date and time of each site access;
2. Summarize data in tabular and graphical formats on a weekly basis (see figure 2);
3. Provide a written monthly report which includes the following;
 - a. Summary of monthly data in tabular and graphical formats, including total accumulated flows to date. (Weekly data will also be included),
 - b. Identification of inconsistencies/anomalies in data collected,
 - c. Related comments and recommendations.

RDKB REPORTING

Prior to ISL preparing the monthly report, it will be required that the RDKB provide written confirmation to ISL that RDKB staff and/or contractors have appropriately performed the following duties for the subject month:

- i. Visually inspected both flume chambers once per week;
- ii. Performed chamber purging/cleaning as required to maintain laminar flow conditions at each site;
- iii. Notified ISL when zero check or calibration procedures were performed and logged accordingly;

Also include,

- Photos of chamber and flumes during purging/instrument zero procedure,
- Copies of log book entries from each facility.

4. Define and adjust the maintenance program based on issues identified through ongoing observations/inspections which will be specified by ISL in consultation with the RDKB

B) Field Operation and Maintenance

For the first two months of flume operations in 2015 it is important that ISL be present on site to witness operation and maintenance activities by RDKB staff and contractors; e.g. During flume purging, zero checking, instrument calibration or flume and chamber/flume cleaning. It is anticipated that these requirements will be reduced as operational routines are established by RDKB staff to the satisfaction of ISL.



3.0 Fees and Schedule



3.1 Fees

The following is an estimate of fee requirements for the recommended work program.

A) Reporting

The estimated cost for the proposed work program (Tasks 1, through 4 above) is \$1,250/month, including disbursements, exclusive of all taxes.

B) Field Operation and Maintenance

Related requirements will be charged based on actual time expended at the following unit rates (exclusive of taxes):

Project Technologist: \$95.00/hr.
Project Engineer: \$150.00/hr.
Disbursements at cost.

It is anticipated that the total cost for these services will be approximately \$900 per month for the first 2 months of the work program.

3.2 Timing

Flow data will be reviewed every Monday, Wednesday and Friday of each week. The data will be summarized as detailed in section 2.0 and provided to the RDKB by email on or before the 15th of every month, (based on the RDKB providing written confirmation of completion of inspections and other information to ISL noted above by no later than the 5th of the month).

4.0 Project Contacts

4.1 ISL Project Team

The above proposed work will done from the ISL Rossland office.

The key members of the ISL Project Team and their roles are:

Manager, West Kootenay office

Gary O'Rourke, P.Eng. will be responsible for the project and will be the primary contact for the RDKB throughout the work program.

Project Technologist/Site Inspector

Jason Rusu ASCT, will be responsible for data review and reporting. He will also perform site supervision of initial operation and maintenance procedures

5.0 Closure

We look forward to your response at your earliest convenience. Please give me a call if you have any questions or would like to further discuss any aspect of this proposal.

Sincerely,

Gary O'Rourke, P. Eng.

Manager - West Kootenay Office

Minutes of the Regular Meeting of the Electoral Area "C" Parks & Recreation Commission held
Wednesday February 11, 2015 at the Welcome Centre

Present

Carlo Crema
Dave Beattie
Dan Marcoux
Dianne Wales
Don Nelson
Larry Walker
Liz Stewart
Paul Beattie

Absent

Bob Dupee

RDKB Staff

Tom Sprado/Lilly Bryant

Area Director

Grace McGregor

Guest

Cavan Gates

Agenda

1. M/S Dan Marcoux/Liz Stewart, that the agenda be accepted as amended

Carried

Election of Officers

The Chair turned over the meeting to the Area Director Grace McGregor. Area Director opened the floor for nominations for the position of Chairman.

Dianne Wales was nominated by Recreation Commission.

There were no further nominations. Dianne accepted the position of Chairman for another year.

Area Director opened the floor for nominations for the position of Vice-Chairman.

Liz Stewart was nominated by Recreation Commission.

There were no further nominations. Liz Stewart accepted position of Vice Chair for another year.

Minutes

2. M/S Liz Stewart/Don Nelson that the minutes of the regular meeting of January 14, 2015 be accepted as amended

Carried

Correspondence-

- Bylaw 1429-1307 – Bylaw was reviewed
- Bump/Pump Track request from Ben Koppin- Request to be added to Outstanding Projects.
- Frisbee Golf request from Ben Koppin – Request to be added to Outstanding Projects.

Old Business**Pedestrian Bridge Feasibility Study Update:**

Tom Sprado advised the Recreation Commission that the contract has been sent to MMM Group Limited for signing.

Budget Review:

The RDKB 2014 budget was presented and reviewed. The statements are not the final figures for 2014.

2015 Budgets should be finalized and approved by April

Disc Golf Location: Grace will be meeting with Mark Andison to discuss the Tech property. The property is already leased to Owl Mountain Ranch.

Marine Study: Tom will contact Mark Andison about the Christina Lake Riparian and Wetland Demonstration site that will form part of the Marine Study.

New Business:

COP – The group will be activating the Truck in April – The insurance decal needs to be put on.

Child care Facility- The location for the future facility was discussed.

Sunshine Valley Child Care Society- Will be applying for the grants.
The Society will own and operate the facility.

3. **M/S** Carlo Crema, Larry Walker to support in Principal the location for a future Day Care Facility to be located on either the Play Ground Lot (Zone C1) or the Lawn Bowling Green Lot (Zone R1) AND
That the Regional District of Kootenay Boundary Board of Directors provides a Letter of Support to the Sunshine Valley Child Care Society to apply for a grant.

Carried

Floating Dock Registration- Don Nelson discussed the new legislation for dock owners.

Light Pole Replacement at the Christina Lake Community Hall- Boundary Electric was called to disconnect the power to the lights from the Electrical Building due to 2 poles that fell on the Chain link fence at the Ball field.

An assessment is to be done on the remaining poles – All remaining poles may need to be replaced. The Christina Lake Association will provide an update with the results of the inspection/assessment and costs – Grace suggested they come to her for help with light Replacement.

Gateway Update: Cavan Gates

- Venture Capital investing opportunities
- Senior Housing- Housing possibilities in Christina Lake
- Conducting a Senior Housing assessment survey update
- Looking for a Volunteer to run the Visitor's centre during April to June.
- Ron Hooge Resigned
- Golf Tournament Fundraiser - July 18th
- AGM – Will be scheduling a Big Splash in Conjunction with the AGM
- Cindy Albas– Homecoming Event

Other Business Arising from the Floor**Outstanding Projects and Discussions**

Christina Crest Trail
 Boat House (part of Marine Study)
 Seniors Housing
 Winter Ice Rink on Slab
 Cascade Cemetery (Completed)
 Tech Property Access
 Walking Trail around Golf Course
 Disc Golf/Frisbee Golf
 Pedestrian Bridge
 Boat Dock @ Community Park (part of Marine Study)
 Fitness Trail in Nature Park
 Pickle Ball Facility
 Performance Awning for Welcome Centre
 Rental agreement for use of Nature Park
 Ownership of Provincial Park Beach
 Cascade Falls Stairs
 Bump/Pump Track

Adjournment

4. Moved by Dan Marcoux that the meeting be adjourned.

Carried

 Lilly Bryant, Recording Secretary

 Dianne Wales, Chairperson

**Regional District of Kootenay Boundary
Grand Forks & District Facilities and Recreation
Report to
Regional District of Kootenay Boundary - Board of Directors**

FROM: Tom Sprado, Manager of Facilities & Recreation
DATE: February 23, 2015
SUBJECT: Daycare Facility Proposal for Christina Lake

Issue: AT the Christina Lake Recreation Commission (CLRC) meeting on Wednesday, February 11, 2015 the motion put forward is "to support in principal the location for a future Day Care Facility to be located on either the Playground Lot (Zone C1) or the Lawn Bowling Green Lot (Zone R1) AND That the Regional District of Kootenay Boundary Board of Directors provides a letter of Support to the Sunshine Valley Child Care Society to apply for a grant."

On February 19, 2015 (Unforeseen Issue) the Manager of Planning and Development (Donna Dean) with RDKB has looked at the titles for both parcels. They were both Free Crown Grants to the Regional District in 1988 for parks purposes. A covenant on title has a reverter clause, which requires that the parcels be used for parks purposes only "for so long as the land is used for a park for the recreation and enjoyment of the public" (see attached covenant).

Use of the parcels for a daycare would require removal of the covenant and purchase of the land at today's values. Before that could be done there would have to be a consultation process and an appraisal.

The question now being asked is that we consider using a portion of the land (District Lot 498) that the Visitor Information Centre is located on. I understand that we would have to make an application to amend the Licence of Occupation and the current Licence of Occupancy can be amended with a sublicense. (See attached Licence of Occupation Number 404063). (Zoning amendments is not required).

Background:

Attached (2), dated February 18, 2015 is a written proposal from Sandy Mark, Community Coordinator with Christina Gateway and a letter from Fatima Faria, Executive Director with Sunshine Valley Child Care Society requesting support and providing back up information.

The Minister of Children and Family Development announced on January 23, 2015 that applications are now being accepted for Phase 2 child-care capital funding under the B.C. Early Years Strategy, which will create 1,000 new licensed child-care spaces in 2015-16.

Major Capital Funding is available to help with the costs associated with the creation of new licensed child care spaces. From January 23, 2015 to March 20, 2015, providers can apply for up to \$500,000 for non-profit providers. Preference will be given to proposals that will create child-care spaces in underserved areas of B.C.

To meet the criteria for the grant the RDKB needs to indicate in the letter of support that "on successful notification of the grant being received from the BC Ministry of Children and Family Development that the Regional District of Kootenay Boundary will provide a ten (10) year Lease Agreement with Sunshine Valley Child Care Society for the development and operation of a new child care facility on a portion of District Lot 498 in Christina Lake and that all local zoning requirements and by-laws are satisfied."

Financial Implications: No cash funding is requested to support the initiative. The amendment to the Licence of Occupation will increase the "Realty Taxes" for the improvements to the property.

Recommendation: Received for information.

Submitted by: _____
 Tom Sprado
 Manager of Facilities & Recreation


664 Province of
British Columbia

Ministry of
Crown Lands
 RECEIVED
 LAND TITLE OFFICE

31.2
 Surveyor General Branch
 3400 Davidson Avenue
 Victoria
 British Columbia
 V8W 3E7
 Phone (604) 387-4461

KB017661
KB17662
KB17663
KB17664

0134607
 SEP. 16, 1988

NOT WITHIN THE AGRICULTURAL LAND RESERVE

Regional District of Kootenay Boundary
 1159 Pine Avenue
 Trail, British Columbia
 V1R 4E2

Dear Sirs:

As of the date identified above, the Crown Grant described below has been forwarded to the Kamloops Land Title Office for registration. Upon production of this letter, the Land Title Office will be authorized to furnish the Crown grantee with a State of Title Certificate supplied free of charge.

Where the grantee requires a duplicate Certificate of Title, consult the reverse of this letter for a statement of the appropriate terms and conditions.

Crown Grant No.: 6642/1237
 Crown Grant Date: September 14, 1988

Grantee(s): REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Description: Lot 1 of District Lot 317, Plan 38299 and Lot A of District Lot 317, Plan 38300, Similkameen Division of Yale District

Location: Christina Lake
 Containing 0.8255 hectares

Assessment District: Trail
 09/29/88 A1217k FEE FREE .00
 PIN No.: 011501971

N.T.S.: 082E01B
 B.C.G.S.: R082E008
 09/29/88 A1217k CHG FREE .00

X 124108
 7-843-192
 X 124108

ALC:dd
 bcgu

Dairlene Gackler
 for Surveyor General
 and Director

LAND TITLE ACT
 Form 1 (Section 36)
 MEMORANDUM OF REGISTRATION
 Registered on application received on
 the day and at the time written hereon

J. C. Groves, Registrar,
 Kamloops Land Title Office

cc: B. C. Assessment Authority, Trail
 Dick Roberts, Regional Director, Kootenay Region
 Land Title Office, Kamloops
 Timber Harvesting Branch, Ministry of Forests, 1450 Government
 Street, Victoria, B. C. V8W 3E7 (Attention: Timber Marks)
 Crown Land Registry Audit, Surveyor General Branch

D.89

2

Section 173(1) of the Land Title Act also contains provision for issuance of a duplicate Certificate of Title (which is an original document) by the Registrar on the request of the owner in certain cases. Section 173(1) reads as follows:

"On every registration of title in fee-simple, the Registrar shall issue a certificate of title in the prescribed form, which the Registrar shall keep in the register and may at any time on application in writing of the owner in fee-simple named in the certificate of title, issue a true copy of the certificate of title to be known as the "duplicate certificate of title" where the title to the land is not subject to a registered mortgage or agreement for sale".

3

For application to register charges see Form 17 on the back of this instrument

File No.: 0134607



No. 6642

1237

Province of British Columbia
CROWN GRANT OF AN ESTATE IN FEE SIMPLE

LAND ACT
and
MINISTRY OF LANDS, PARKS AND HOUSING ACT

Godfrey D. Archbold
Manager Godfrey D. Archbold
Surveyor General Branch
Ministry of Crown Lands

THIS GRANT dated the 14th day of September, 1988.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA

(herein called the "Grantor")

AND: REGIONAL DISTRICT OF KOOTENAY BOUNDARY
1159 Pine Avenue
Trail, British Columbia
V1R 4E2

(herein called the "Grantee")

WITNESSES that in consideration of the sum of \$1.00 of lawful money of Canada now paid by the Grantee to the Grantor (the receipt of which the Grantor acknowledges) the Grantor grants to the Grantee, in fee simple, the parcel of land and premises situate in the Trail Assessment Area in the Province of British Columbia, described as follows:

Lot 1 of District Lot 317, Plan 38299 and Lot A of District Lot 317, Plan 38300, Similkameen Division of Yale District

for so long as the land is used for a park for the recreation and enjoyment of the public.

PROVIDED THAT the estate herein granted is subject to:

- (a) any conditional or final water licence or substituted water licence issued or given under the Water Act, or any prior or subsequent enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the land and to maintain, repair and operate any works permitted on the land under the licence at the date hereof;
- (b) all subsisting grants to, or subsisting rights of any person made or acquired under the Mineral Act, Mining (Placer) Act, Coal Act or Petroleum and Natural Gas Act or under any prior or subsequent enactment of the Province of British Columbia of like effect;

4

EXCEPTING AND RESERVING, nevertheless to the Grantor, its successors and assigns the exceptions and reservations of the interests, rights, privileges and titles referred to in Section 47 of the Land Act.

AND in this instrument, unless the context otherwise requires,

- (a) the singular includes the plural and the masculine includes the feminine gender and a corporation; and
- (b) all Acts referred to are statutes of the Province of British Columbia.

IN WITNESS WHEREOF the Minister Responsible for Crown Lands, in pursuance of Section 105 of the Land Act, and in the name and on behalf of Her Majesty the Queen in Right of the Province of British Columbia has caused his seal of office to be affixed hereto and attested by his authorized representative, the 16 day of *September*, 19*88*.


 Authorized Signatory - Donald A. Duffy
 or - Charles A. Bennett



Province of British Columbia

APPLICATION
LAND TITLE ACT

Form 17
(Section 152 (1))

NATURE OF INTEREST:

CHARGE	TRUE VALUE: N/A
Possibility of Reverter (NATURE OF CHARGE)	
CHARGE	TRUE VALUE:
(NATURE OF CHARGE)	
CHARGE	TRUE VALUE:
(NATURE OF CHARGE)	
CHARGE	TRUE VALUE:
(NATURE OF CHARGE)	
CHARGE	TRUE VALUE:
(NATURE OF CHARGE)	

HEREWITH FEES OF \$ N/A

Address of person entitled to be registered as owner, if different than shown in instrument,
c/o Minister of Forests and Lands, Parliament Buildings, Victoria, B.C. V8V 1X4.

Full name, address, telephone number of person presenting application
Ann Louise Childs, Crown Grant Group, Surveyor General
Branch, Ministry of Crown Lands, 3400 Davidson Avenue,
Victoria, B. C., V8W 3E7
Phone: 387-4461

A. L. Childs
(Signature of applicant, or
solicitor or authorized agent)



Province of
British Columbia

Ministry of
Crown Lands
SURVEYOR GENERAL BRANCH

MEMORANDUM

3400 Davidson Avenue, Victoria, British Columbia V8W 3E7 Phone: (604) 387-4461

To: Registrar
Land Title Office
Ministry of Attorney General
Kamloops, British Columbia

Date: 88-09-14

File: 0134607

Crown Grant #6642/1237

Re: Crown Provincial Sale to Regional District of
Kootenay Boundary (the "Transferee") of
Lot 1 of District Lot 317, Plan 38299 and
Lot A of District Lot 317, Plan 38300,
Similkameen Division of Yale District

We hereby certify that a written commitment to effect this
transaction was in place prior to November 1, 1987.

Godfrey D. Archbold
Manager
Program Services Section

GDA:dd
bcgeu



Integrated Land Management Bureau

COPY
ORIGINAL IN
AGREEMENT FILE

Our File: 4404856

December 19, 2008

PRIORITY COURIER

Regional District Of Kootenay Boundary
202 843 Rossland Ave
Trail, BC V1R 4S8

Attention: Donna Dean, Planner

Dear Donna Dean:

Enclosed is an originally executed copy of Licence of Occupation Number 404063 covering that unsurveyed portion of District Lot 498, Smilkameen Division of Yale District, Except 6.29 acre portion, Plans 2710, 13142, 13192, 29837, 37989, and 38106, more particularly shown on Legal Description Schedule attached and containing 0.91 hectares, more or less.

The Licence of Occupation is issued in your name for a term of 10 years commencing January 14, 2009 for a center for ecological interpretation, tourist information, art gallery and studio and retail sales purposes.

Should you have any questions regarding this matter, please contact me at 250-426-1756.

Yours truly,

Kathy Pasqua

Kathy Pasqua
Portfolio Administrator
Southern Interior Client Services Division

Pc: B.C. Assessment Authority, Penticton
Regional District of Kootenay Boundary, Trail
Ministry of Forests, Castlegar

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

FILE #

DEC 23 2008

DOC #

REF. TO:

GC:

Integrated Land
Management
Bureau

Ministry of
Agriculture and Lands

Mailing Address:
1902 Theatre Road
Cranbrook BC V1C 7G1

Location:
1902 Theatre Road
Cranbrook BC V1C 7G1
Phone: (250) 426-1766
Fax: (250) 426-1767



LICENCE OF OCCUPATION

Licence No.:

404063

File No.: 4404856

Disposition No.: 872891

THIS AGREEMENT is dated for reference January 14, 2009 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

202 843 Rossland Ave

Trail, BC V1R 4S8

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means January 14, 2009;

"**disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Fees**" means the fees set out in Article 3;

"**Improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

STANDARD LICENCE

Page 1 of 16

Licence

404063

File No.: 4404856

Disposition No.: 872891

"Land" means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled "Legal Description Schedule":

That unsurveyed portion of District Lot 498, Smilkameen Division of Yale District, Except 6.29 acre portion, Plans 2710, 13142, 13192, 29837, 37989, and 38106, more particularly shown on the attached sketch and containing 0.91 hectares, more or less,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;

"we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **"the parties"**; and

"you" or "your" refers to the Licensee.

- 1.2 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate

STANDARD LICENCE

Page 2 of 16

Licence

404063

File No.: 4404856

Disposition No.: 872891

and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for a center for ecological interpretation, tourist information, art gallery and studio and retail sales purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the tenth anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

- 3.1 You will pay to us

STANDARD LICENCE

Page 3 of 16

Licence

404063

File No.: 4404856

Disposition No.: 872891

- (a) for the first year of the Term, Fees of \$5,666.05, payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under subsection 3.1(b) for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.
- 3.3 If we do not give notice to you under section 3.2, the Fees payable by you under subsection 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.

ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making

STANDARD LICENCE

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Licence

404063

File No.: 4404856

Disposition No.: 872891

the Land and the Improvements safe, clean and sanitary;

- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (l) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (m) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and

STANDARD LICENCE

Page 5 of 16

Licence

404063

File No.: 4404856

Disposition No.: 872891

- (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (n) on the termination of this Agreement,

- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
- (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 4.2 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

STANDARD LICENCE

Page 6 of 16

Licence

404063

File No.: 4404856

Disposition No.: 872891

- (b) this Agreement is subject to
- (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(m), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a

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result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);

- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(n)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(n)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(n)(iii); and
- (k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$3,000 which will
 - (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

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6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements;
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
 - (i) placed with insurers licensed in British Columbia,
 - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
 - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.7 You acknowledge that we may, from time to time, notify you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

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and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
 - (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
 and your default or failure continues for 60 days after we give written notice of the default or failure to you,
 - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
 - (c) if you

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- (i) become insolvent or make an assignment for the general benefit of your creditors,
- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
- (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

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ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Cranbrook, British Columbia, and if we or our authorized representative have no office in Cranbrook, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Cranbrook, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF AGRICULTURE AND LANDS
 1902 Theatre Road
 Cranbrook, BC V1C 7G1;

to you

REGIONAL DISTRICT OF KOOTENAY BOUNDARY
 202 843 Rossland Ave
 Trail, BC V1R 4S8;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days

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after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
 - (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation;

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and

- (b) you diligently attempt to remove the delay.

11.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



Minister responsible for the *Land Act*
or the minister's authorized representative

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SIGNED on behalf of **REGIONAL DISTRICT OF KOOTENAY BOUNDARY**
by its authorized signatories

M. Poterold

Authorized Signatory

S. Kumar

Authorized Signatory

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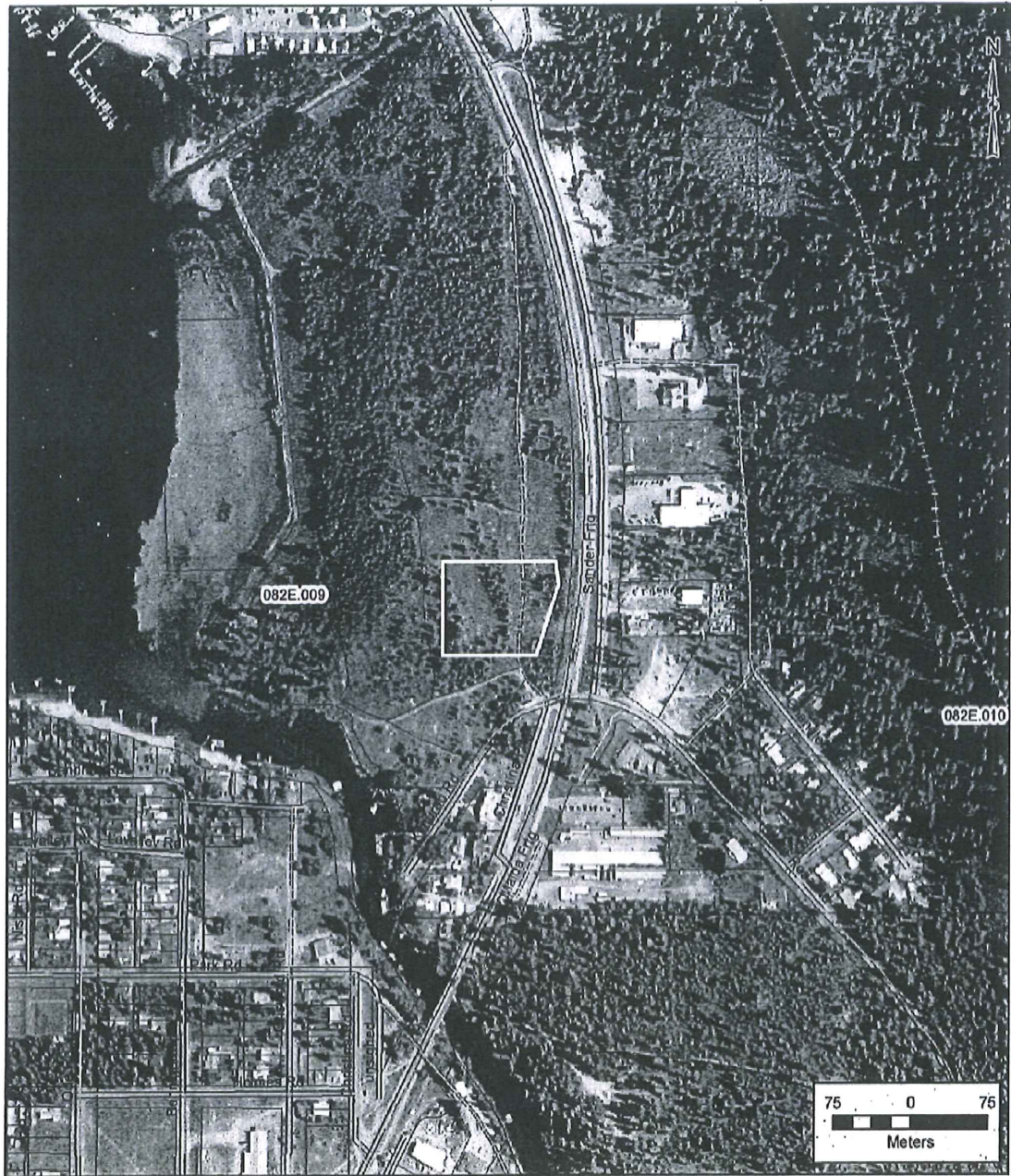
Licence

404063

Legal Description Schedule

File No: 4404856
Disposition No: 872891

That unsurveyed portion of District Lot 498, Smilkameen Division of Yale District, except a 6.29 acre portion, Plans 2710, 13142, 13192, 29837, 37989, and 38106, more particularly shown on the attached sketch and containing 0.91 hectares, more or less



Scale 1:5,000

Commercial

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MEMO

Date: February 18, 2015

To: Regional District of Kootenay Boundary Board of Directors

From: Sandy Mark, Community Coordinator Christina Lake

Re: Daycare proposal in Christina Lake

Motion: T0 support the Sunshine Valley Child Care Society's proposal to the BC Ministry of Children and Families for major capital funding to establish a child care facility in Christina Lake; and to provide a 10 year license of occupation to that society for use of a portion of lot 498 in order to locate a modular facility and the appropriate outdoor space.

Christina Gateway Community Development Association was formed in 2013 to support community development and community economic development in Area C of the RDKB.

In 2014, the need for early years child care was identified as an important economic development requirement in order to support initiatives going forward that would attract and retain young workers and their families. The Christina Lake Elementary School is steadily losing students and although not in immediate jeopardy, by providing early years care services in the community, more parents of young children will be able to stay in the community and thus feed the school population.

Gateway approached the Sunshine Valley Child Care Society to request their involvement and partnership and their board has agreed to take the lead in developing and operating the service. They asked for clarity on the need and demand and a survey and two meetings with parents resulted in 32 children documented that require service.

Coincidentally, the BC Ministry of Children and Families opened a proposal call for a major capital contribution that would provide up to \$500,000 in order to create new child care spaces in rural and underserved areas such as we are experiencing in Christina Lake. Gateway and Sunshine Valley have been working together to prepare a proposal.

1675 Highway 3, Christina Lake, BC V0H 1E2

Tel: 250-447-6165

www.christinalake.ca



Our first step was to approach the School Board as the proposal call's priority option is to see developments on school grounds. However, after careful analysis, the grounds surrounding the Christina Lake Elementary School would not provide the needed space. The School Board however, is keen to see this development and will provide a strong letter of support.

A community meeting was held in January 2015 to open the discussion more broadly in the community. The meeting was well attended by not only young parents but also by seniors and the general population. All agreed that moving forward to create such a facility would be of importance to all in the community. Potential locations were discussed and full support from the meeting was gained to find the most feasible RDKB site.

At the February meeting of the Christina Lake Recreation Commission various sites were discussed and staff were asked to investigate the feasibility of each location and the Commission provided a motion of support to move forward with the proposal.

The proposal must be completed in detail by March 15. Support from the RDKB will allow Sunshine Valley and Gateway to seek construction bids and bids for equipment and supplies as these bids are necessary for the proposal package. The proposal will include a budget to cover all servicing and other costs. No cash funding is requested to support this initiative however the 'in kind' value of the leased land will be calculated.

Sunshine Valley is developing a business plan for the service which would provide a variety of care options.

It should be noted that the facility will be made available for other community uses in the evenings and weekends. It should also be noted that most organizations in Christina Lake are offering in kind contributions as they are keen to see this development come to fruition.

1675 Highway 3, Christina Lake, BC V0H 1E2
 Tel: 250-447-6165
www.christinalake.ca

To the Honorable Directors of Regional District Kootenay Boundary,

Sunshine Valley Child Care Society would like to submit a grant proposal to the Ministry of Children and Family Development in partnership with Christina Gateway Community Development Association, Christina Lake Community Association, and Regional District Kootenay Boundary. The regular major capital funding of 80% contribution from the Province with a \$500,000 maximum for the creation of *quality* licensed group child care spaces located on Community Hub grounds at the Welcome Centre. We are proposing a purpose built childcare facility that can provide care and education for up to 24 three to five year olds, implementing a Montessori philosophy and approach.

We have conducted a survey of parents with the help of Christina Lake Elementary School and received 23 responses regarding need for childcare. 32 children have an identified need for childcare and early childhood education. 17 children require full day care, 11 children half days and 4 children after school most under the age of 5, with 14 of those children under the age of 3 at this time. We feel the timing could not be better to meet the needs of these young and underserved families.

We are committed as a society to continue to operate in accordance with the funding guidelines at a minimum of 10 years and provide a much needed service to the community. The 20% necessary to secure the funds to pursue this project would be covered if the land is gifted by the RDKB.

SVCCS previously had an operating agreement with Dr. D. A. Perley and J.A. Hutton Elementary Schools that was effective September 1999 to June 2005. It was our hope that we could establish a similar agreement in order to meet the needs of families at Christina Lake. We received a letter of support from the Board of SD51 that is in favour of the community pursuing this grant. We were turned down for on-site school location as there is inadequate space for the footprint and outdoor play space required.

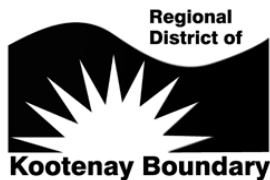
As Sandy Mark, Community Coordinator for Christina Gateway has stated in her letter to Mr. Kevin Argue, Superintendent of Schools, "Providing this service is felt to be a major priority in the community to ensure that the Christina Lake Elementary School is being fed by young families. There are several such families at the moment and most have said that if there is no licensed childcare at the lake, they will have to move. We wish to forestall this eventuality!"

A preliminary look at the Welcome Centre District Lot 498 in Christina Lake suggests perhaps the building may be located there. We would require a minimum of 551 square feet for outdoor play space and 1500 square feet for the building footprint. Before we can move any further on this application with quotes, budgets etc. we would require a memorandum of understanding as we don't want to waste anyone's time if this is not deemed feasible.

It is with the utmost regard and hope for the future that we trust in direction from you the RDKB board of directors. We heart fully petition you to join us in making quality child care at Christina Lake a reality by partnering with us for this grant proposal.

Sincerely,

Fatima Faria
Executive Director
Sunshine Valley Child Care Society



STAFF REPORT

Prepared for meeting of January 26, 2015

Application to Amend License of Occupation for Christina Lake Welcome Centre to allow for a Day Care	
To: Chair McGregor and Members of the RDKB Board of Directors	
Location: Portion of License of Occupation for Christina Lake Welcome Centre	File No: C – 498-02294.016
Legal Description: License of Occupation being that unsurveyed portion of District Lot 498, SDYD, except a 6.29 acre portion, Plans 2710, 13142, 13192, 29837, 37989, and 38106, and containing 0.91 hectare, more or less.	
Report Prepared by: Jeff Ginalias, Senior Planner	

INTRODUCTION

The Christina Lake Gateway Community Development Association and the Sunshine Valley Child Care Society have approached the Regional District seeking authority to establish a day care within the License of Occupation area for the Christina Lake Welcome Centre. A day care is not currently permitted under the License of Occupation. The License would need to be amended to permit the use. To proceed with an amendment application, a Board resolution in support of the proposed use is required.

HISTORY / BACKGROUND FACTORS

In 2008, the Regional District was issued a License of Occupation from the Province (No. 404063), for a 0.91ha area, to establish the Christina Lake Welcome Centre. This License of Occupation is part of a larger area (approximately 17.1ha) for which the Regional District holds a Community/Institutional License of Occupation (License No. 404062) for the Christina Lake Community Park.

The License of Occupation for the Welcome Centre permits the land to be used as a center for ecological interpretation, tourist information, art gallery and studio and retail sales purposes. To include a day care would require the license of occupation to be amended.

Page 1 of 2

P:\PD\EA_'C'\C-498-02994.016 CL Arts&Artisan's Centre\Board Report License of Occup amendment day care\2015 02 23 Board Report
Welcome Centre License of Occupation Amend.docx

A separate report before the Board, prepared by the RDKB Manager of Facilities and Recreation (Grand Forks), and incorporated by reference herein, discusses how the day care request has proceeded to this point and this location, and the funding sources available. The details are not repeated here.

The RDKB Planning and Development Department has initiated discussions with the Province on how to proceed with the proposal. The Province advises that to operate a day care within the License of Occupation area requires a revised Management Plan, with a map and the specifics for the day care, along with a Board Resolution supporting an amended application to the License of Occupation.

IMPLICATIONS

If the Board supports the request to amend the License of Occupation, RDKB staff can prepare and submit the amendment application form, along with a revised management plan and details on the proposed day care.

The day care meets the current zoning for the area, so a zoning amendment application is not required.

BACKGROUND INFORMATION PROVIDED

Site Map

RECOMMENDATION

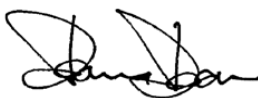
That the staff report regarding a request to amend License of Occupation No. 404063, to allow for a day care at the Christina Lake Welcome Centre, be received.

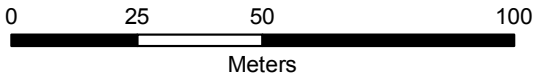
That the Regional District of Kootenay Boundary Board of Directors supports the request to amend License of Occupation No. 404063, for the property legally described as, that unsurveyed portion of District Lot 498, SDYD, except a 6.29 acre portion, Plans 2710, 13142, 13192, 29837, 37989, and 38106, and containing 0.91 hectare, more or less, to add a day care as a permitted use within the License of Occupation.

Respectfully Submitted:

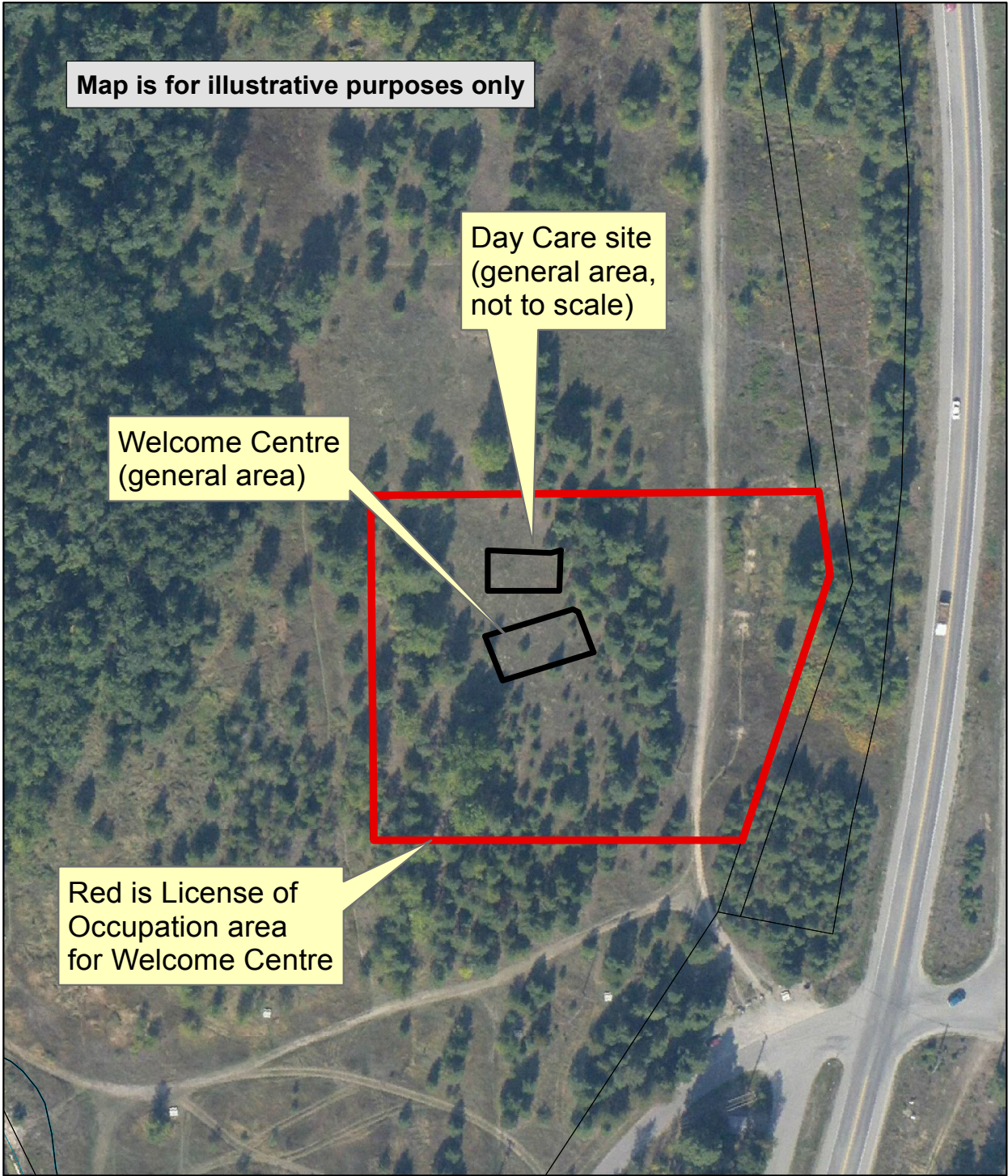
Concurrence: (Department Head)

Concurrence: (CAO)



Site Map



Projected Coordinate System:
NAD 83 UTM Zone 11N

Minutes of the Regular Meeting of the Grand Forks and District Recreation Commission held February 12, 2015 in the Jack Goddard Memorial Arena Meeting Room

Present

Gene Robert
Cindy Strukoff
George Longden
Julia Butler
Ken Johnston
Roly Russell

Absent

Michael Wirischagin
Dean Engen

Staff

Tom Sprado/Lilly Bryant

Guest

-Graham Watt - Learning Garden Group

Agenda

1. M/S Cindy Strukoff/Julie Butler that the agenda is adopted as amended.

Carried

Election of Officers

The Chair turned over the meeting to Area D Director Roly Russell. He opened the floor for nominations for the position of Chairman.

Gene Robert was nominated by Recreation Commission.
There we no further nominations. Gene Robert accepted the position of Chairman for another year.

Area D Director opened the floor for nominations for the position of Vice-Chairman.

Ken Johnston was nominated by Recreation Commission.

There we no further nominations. Ken Johnston accepted position of Vice Chair.

Minutes

2. M/S George Longden/Julie Butler that the minutes of the regular meeting of January 15, 2015 be accepted as circulated

Carried

Correspondence

- Reviewed the Bylaw- Reviewed the number of members on the Board and who appoints each person. Julie Butler is representing the City at this time.

Business Arising from the Minutes**Old Business****Budget Review-**

- Discussed 2014 figures
- Membership Aquatic Centre Passes: Expiry dates options and revenue deferral issues were briefly discussed.

Community Gardens-Graham Watt updated the Recreation Commission as to the project status. The launch date for the project has been set for April 10th from 3 to 5pm. The Recreation Commission has been asked to do a presentation at the launch ceremony.

- License of Occupation has been dealt with at the RDKB level.
- Hiring a site Manager in the future to oversee the project
- Learning programs and workshops offered – Registration options through the Recreation Department.

New Business:

- **Phoenix Foundation Grant Application:** Tom spoke about the need for a second wheelchair for the Aquatic Centre. There is an opportunity to apply for a grant from the Phoenix Foundation for the funding to purchase the new chair. The Recreation Commission thought it was a great idea and to move forward with the application.

Other Business Arising from the Floor:**Adjournment**

3. Moved by George Longden that the meeting be adjourned.
Carried

Lilly Bryant, Recording Secretary

Gene Robert, Chairman

MINUTES OF RDKB AREA (B) - LOWER COLUMBIA/OLD GLORY - APC MEETING

MONDAY FEBRUARY 2, 2015

RDKB BOARD ROOM, TRAIL

PRESENT: Ritchie Mann Director - Area B Lower Columbia/Old Glory

Roger Cox, *Chair* Alternate Director - Bill Edwards

Graham Jones

Staff: Donna Dean - Manager of Planning and Development

ABSENT: Mary Mac Innes

Henk Ravenstien

Trinda Ross

MINUTES OF THE PREVIOUS MEETING:

There were no previous minutes as the APC did not meet in January.

OLD BUSINESS:

There was no old business to discuss.

NEW BUSINESS:

1) CRAWFORD, Trevor

Re: Development Permit

1010 Commercial Way, Genelle Industrial Park

Lot 6, DL 2404, KD Plan NEP75381

RDKB File : B-2404-06180.330

The Committee had no concerns with the addition to the existing building. However, they would like staff to revisit the property to address the issues of possible "Non Compliance" with "screening" requirements. Also they would like to address the equipment parked on adjacent property at the corner of Commercial Way, next to Van Hellmonds, where there appears to be Crawford Equipment being parked.

2) FORTISBC

Re: Development Variance Permit

2500 Hanna Creek Road, Warfield

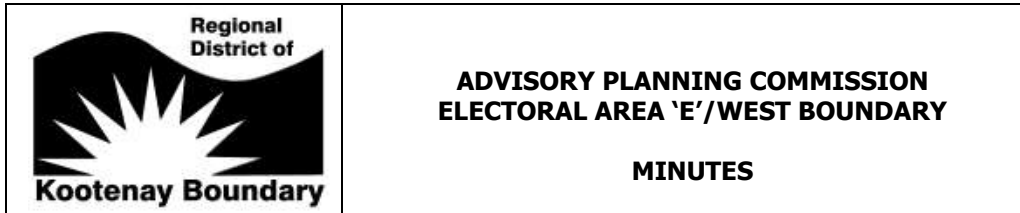
Lot A, DL 8627, KD, Plan NEP9466

RDKB File: B-8627-09385.005

The Committee had no concern or comment on this Permit application.

There being no further business, the meeting was adjourned at 7:45 pm.

Next meeting is set for March 2, 2015



Minutes of the Area 'E'/West Boundary Advisory Planning Commission meeting held on Monday, February 2, 2015 at the Midway Seniors Drop in Centre, 541-7th Ave., commencing at 6:30 p.m.

PRESENT:

Director Vicki Gee
 Vic Lockhart – Chair
 Harald Zinner – Secretary
 John Condon
 Grant Harfman
 Fred Marshall

Michael Fenwick-Wilson
 Stephen Kirkham
 Lynn Storm

ABSENT:

Lisa Fillmore – Notified
 Janet Matsall – Notified
 George Dagg
 Jamie Haynes
 Mary-Jane Pratton

Invited Guest: Graham Watt, Coordinator, Kettle River Watershed Management,
 was invited by the chair of the Area E/West APC.

Other guests (from the Sidley Mountain area):

Jennifer Brock
 Trevor Caldecott
 Dennis and Frances Eikanger
 Duane Harfman
 John Nett
 Joe Simoes
 Bill Stewart

The Chair called the meeting to order at 7:00 p.m. and welcomed Graham Watt and other guests from the Sidley Mountain area.

MINUTES OF THE PREVIOUS MEETING:

The amended minutes of the January 9, 2015 were accepted as circulated.

It was noted that if additional information is provided with a request for a response, like it was after the January 9, 2015 meeting, it is assumed that if there is no response, that the response would be positive. It was also noted that a response would be ideal.

OLD BUSINESS:

- A clarification on the item relative to the comment regarding the possibility of a connecting road, item #3, Interfor Corporation Re: Forestry Referral, that this recommendation also be sent to both the Ministry of Forestry, Lands and Resource Operation; and Ministry of Environment at their district offices in Nelson, BC.
- It was moved that this recommendation be brought by Vicki Gee to the District Board.

NEW BUSINESS:**1. MILLER, Dan & Sonya**

ALR Non-Farm Use

1450 Sidley Camp McKinny Road, Electoral Area 'E'/West Boundary

DL 346, SDYD, Except Plan H17963 and KAP89411

RDKB File: E-346-02630.000

Graham Watt provided an overview with respect to the water situation in the watershed of the Miller Spring region. He noted that surface water feeds into 9-Mile Creek. This creek runs south into the United States of America and comes out in the Oroville, Washington area. He advised that according to current information, at the driest time of the year, that is, during the lowest flow, the water flow is about 0.2 cubic feet per second. In this application, Miller Springs is requesting removal of about 50,000 litres per day or about 0.02 cubic feet per second water flow (about 1/10th the lowest flow).

Observations:

Concerns Raised:

- Concerns were raised on the impact of Miller Springs wanting to draw water from its present draw of 6,250 litres per day to ultimately 50,000 litres per day.
- Concern was also raised on the environmental impact, that is, fumes and disposal of flawed plastic bottles on the surrounding area.
- Concern was raised that water should be used for agricultural purposes and not for manufacturing purposes.
- Concern was raised on what this extra draw on water would do to the region's aquifer. Would the water table drop over a period of time?
- Concern was raised that water used for bottling would not return to the earth in the area as it is exported from that area.

- Concern was raised that additional employment that would be created by any expansion may not benefit the region.

Concerns Addressed:

- It was restated that this amount of water, 50,000 litres per day, is minimal compared to irrigating hay fields. Consequently, it was noted that there would probably not be any marginal impact on the aquifer.
- It was noted that flawed plastic bottles would be recycled and that all cleansing solutions currently being used are of food grade cleaner levels and consequently environmentally friendly.
- It was noted that the land on which the current plant is situated and any proposed expansion is not in the Agricultural Land Reserve. It was also observed that if the water used for the bottling business were to be used for irrigation purposes, much more water would need to be drawn and that would not be an issue.
- It was restated that increasing the water draw from 6,250 litres per day to 50,000 litres per day would have minimal impact on the overall water supply in that region. It was also noted that a private engineering study on the water availability from Baldy to the Okanagan as a part of the Okanagan Water Basin had been done and should still be available.
- There was no information available to determine what could happen to the water availability. Apparently, a few monitoring wells have been drilled but there appears to be no information from these wells not what is happening to the aquifers.
- All that was provided relative to employment was that there could be an increase in employment opportunities primarily for local people.

Reference was made to the *Water Sustainability Act*. Currently, there is such an Act and that it has been revised but not yet proclaimed. Accompanying Regulations have not yet been finalized. The intent of the new Act is to have powers in place to control the use of water in the eventuality of water being scarce.

Recommendations:

1. Refer this application back to the District Board for further consideration as well as conduct a public forum on the impact on water availability of this proposed development.
2. Recommend that the District request the Okanagan Basin Water Board to do a study to obtain more information on water use and water levels in this area both ground water and the aquifer.
3. Request the District to have Miller Springs provide information on the following with respect to employment opportunities:
 - a. How many full-time/part-time positions would be created with this proposed expansion?
 - b. What would be the wages for these positions?
 - c. Would these positions be permanent or temporary?
 - d. Would these position provide local employment and at what levels?

2. **Mt. Baldy – Request for Bylaw Amendments from Strata 1840**

Mt. Baldy Ski Resort – Eagle Residential Area
Strata Plan KAS1840
RDKB File: M-13

The Advisory Planning Commission (APC) was provided with a written submission by the Strata Council KAS 1840.

Request #1 – Remove sprinkler requirements for Strata 1840 from Bylaw No. 1323 (Fire Limits and Sprinkler Control) from Specified Fire Limit Area No.2.

Observations:

- Mt. Baldy, KAS 1840 Strata was developed in the late eighties and registered in 1991.
- The current Bylaw was enacted in 2008
- New developments in the Mt. Baldy area are subject to this Bylaw.

Recommendation: – That an exception be made to the current Bylaw for KAS 1840 Strata. This was by majority vote. The rationale was that grandfathering should apply to the entire development not just existing houses in the existing development.

Request #2 – Remove Parking Requirements from Bylaw No. 1340 (Mt. Baldy zoning Bylaw) for Eagle Residential 1 Zone.

Observations:

- This development allows for 2 on street parking spots for every house in this development. This development was registered in 1991.
- The Bylaw was enacted in 2010.
- New developments in the Mt. Baldy area are subject to this Bylaw.

Recommendation: - That an exception be made to the current Bylaw for KAS 1840 Strata. This was by majority vote. The rationale was that grandfathering should apply to the entire development not just existing houses in the development.

Request #3 – Remove the Landscaping Requirements in the Eagle Residential Development permit, Bylaw No. 1335 (Mt. Baldy Official Community Plan).

Observations:

- Having such a Bylaw would enhance Strata from enforcing its existing regulations on landscaping.
- Erosion issues need to be addressed.

Recommendation: - Retain the existing landscaping provisions of Bylaw 1335. Unanimous decision.

Request #4 – Add a requirement for a Snow Management Plan in the Eagle Residential Development Permit Area to Bylaw 1135 (Mt. Baldy Official community Plan).

Observation: - It is assumed that a site plan would be a part of the Snow Management Plan.

Recommendation: - The APC supports this amendment unanimously.

FOR INFORMATION

- APC meetings will begin at 6:00 p.m. Eating of supper would occur while the meeting is in progress.
- On February 5, 2015, there will be an Information Session at the Midway Community Hall in Midway on the Rail Trails.
- On February 16, 2015 from 3:30 to 5:30 p.m. there will be a public meeting in the Westbridge Community Hall. The purpose of the meeting is to learn about the Habitat Restoration & Recovery for the Speckled Dace minnows.
- On February 19, 2015, there will be a Town Hall meeting at the Rock Creek Fair Grounds with respect to the District's proposed budget.

The Gee's

From: michael fenwick-wilson <honkytonker1@gmail.com>
Sent: February 2, 2015 3:20 PM
To: The Gee's
Subject: mt Baldy

Dear Apc directors...

The Mt Baldy, KAS 1840 strata was developed in the late 80's & registered in 1991 to help develop, regulate & maintain our village with a unique style & a variety of building designs. We have maintained it for 35+ years at no cost to any gov'ts. Parts of this process included developing, purchasing and installing water and sewer systems, including installing fire hydrants, developing & registering strata laws, including a building scheme. Developing a forest fire plan. With the most recent expansion at the hill, late 90's it became necessary for the RDKB to become involved and help direct & protect the expansion process, and developed the APC. Some of these new laws conflict with our existing registered strata laws.

The following is a brief discussion of our intent and reasoning behind the requests for the following bylaw changes that were imposed on us.

off road parking.... Most people will build a driveway anyway where possible, as it helps with construction... The existing strata subdivision & road was built with curbside parking design - min. 2 / lot. Our lots are mostly 80-100 feet wide, and we have ample space for parking. The building scheme lots 51-56 are required to supply of road as they are very large & subdivideable. The council, and our current contractor are very experienced with our snow removal. Road maintenance is solely the cost of our strata. We are satisfied with it the way it is... There are a few lots that the requirement to design in and construct off road parking is financially prohibitive, and unnecessary. Our strata should be exempt from this bylaw.

Sprinkler system.....the water system was not installed with this as part of its design. Engineering sizing requirements for the systems to work effectively are 1.5" min. diameter service connection. We have 3/4". The added cost for installing a system that CANNOT meet the sprinkler engineering specs is silly \$10 - \$15000. depending on the size of the building. Several areas would not have the required water pressure or volume... Further we request that all absentee owners shut their water lines off when they leave in case of water lines freezing and breaking. We have several cases of this over the years (one a sprinkler system), causing extensive damage to the building and difficulty to our water system. Basically they drained the system with a huge loss of water. Our strata should exempt from this bylaw as it can't work, is expensive, and can negatively effect our water system.

Landscaping.... This bylaw is cumbersome and unnecessary because the natural vegetation returns aggressively, and these are the best form of soil retention. There has been only a handful of new developments since the bylaws were imposed on our strata and the survival of those that were planted has been negligible. Having to go thru this process, inventory study, drafted plan, finding commercial product for this altitude is difficult to find, and unnecessary. We believe that this bylaw should be amended to follow our strata's simple bylaw.

" It reads.. Tree clearing will be kept to a strict minimum and restricted to the area of the building and drive way necessary to provide adequate construction space and access. Minimal clearing and thinning shall be done so as to preserve the existing landscape." This is all we need.. Our council should be able to sign this one off on a lot to lot basis...

Roofs.....". should be simple in design and retain snow." .Our lots are large and have ample area to allow safe snow shedding. Therefor the addition of the snow management plan is reasonable. This allows for a much larger pool of building designs.

These are our logical reasons behind the requests....

Thank you for your time

Respectfully
The Council
Kas 1840

**STAFF REPORT**

Date:	February 13, 2015	File:	
To:	Chair McGregor and Board of Directors		
From:	Mark Andison, General Manager of Operations / Deputy CAO		
RE:	<u>BUILDING BYLAW CONTRAVENTION</u> 2217 HIGHWAY 3B, FRUITVALE, B.C. ELECTORAL AREA 'A' PARCEL IDENTIFIER: 016-031-792 LOT 201, D.L. 1236, KD, PLAN 785B OWNER: JASON RICKETTS		

Issue Introduction

A staff report from Mark Andison, General Manager of Operations / Deputy CAO regarding a Building Bylaw Contravention.

History/Background Factors

The Building Official confirmed that there have been no changes concerning the above referenced property. The owner has constructed a roof over a mobile home at the above referenced property without first obtaining a building permit.

Implications (Financial, Policy/Practice, Interdepartmental or Intergovernmental)

The filing of a Notice on Title against the above mentioned property pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter will alert future purchasers of the property that the building(s) are in contravention of the B.C. Building Code and/or Building Bylaw.

Advancement of Strategic Planning Goals

Not applicable.

Background Information Provided

- Letter dated February 12, 2015 inviting the Owner to the February 26, 2015 Board Meeting;
- Staff Report dated October 16, 2014 submitted to the Board regarding the building bylaw contravention.

Staff Report
February 26, 2015
Page 1 of 2

Alternatives

1. Once all deficiencies are rectified, the Owner may request that the Regional District of Kootenay Boundary Board of Directors remove the Notice on Title upon receipt of \$200.00 (Administration fee for removal of the Notice).

Recommendation(s)

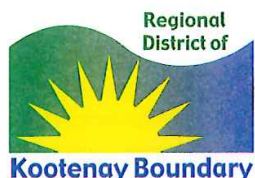
1. That the staff report from Mark Andison, General Manager of Operations / Deputy CAO be received;
2. That the Regional District of Kootenay Boundary Board of Directors direct the Chief Administration Officer to file a Notice in the Land Title Office pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter against the property legally described as Lot 201, D.L. 1236, KD, Plan 785B.

Respectfully submitted:



Concurrence:

(C.A.O.)



February 12, 2015

Jason Ricketts
2211 Highway 3B
Fruitvale, B.C. V0G 1L0

**Re: Roof over Mobile Home without a Building Permit
2211 Highway 3B, B.C., Electoral Area 'A'
Contravention of Building Bylaw No. 449
Lot 201, D.L. 1236, KD, Plan 785B**

On October 30, 2014 the Board of Directors reviewed the attached report regarding the above referenced property. As a consequence the Board will, at its next regular meeting, be considering a resolution to direct the Chief Administrative Officer to file a formal Notice in the Land Title Office regarding this contravention. Pursuant to Section 695 of the Local Government Act and Section 57 of the Community charter you are to be afforded the opportunity to be heard by the Board of Directors before such a Notice is filled. The Board has therefore, adopted the following resolution.

"That Jason Ricketts be invited to appear before the Board to make a presentation relevant to the filing of a Notice in the Land Title Office pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter against the property legally described as Lot 201, D.L. 1236, KD, Plan 785B".

This hearing before the Board of Directors is scheduled for Thursday, February 26, 2015 at approximately 6:00 p.m. This meeting will be held at the Regional District of Kootenay Boundary office, 202-843 Rossland Avenue, Trail, B.C. Please advise Sara Bradley at the address noted below in advance, whether you or a representative will be present at this hearing. If you will be attending this hearing, we would request a written submission from you relating to this matter by February 19, 2015. This will provide sufficient time for your report to be distributed to the Board of Directors.

Please be advised that, in order to avoid registration of this Notice, the Board of Directors requires a written confirmation from the Building Inspection staff that the property is now in compliance. You are encouraged to acquire that confirmation before the hearing date.

Enclosed for your information is a copy of Section 695 of the Local Government Act and Section 57 of the Community Charter. The effect of this Notice is to remove liability from the Regional District of Kootenay Boundary and warn future purchasers of the property that the building(s) or construction on the property may have been in violation of the B.C. Building Code and/or Regulatory Bylaws of the Authority having Jurisdiction.

Yours truly,

Theresa Lenardon
Manager of Corporate Administration

Attachment

/sb



**STAFF REPORT**

Date:	October 16, 2014	File:	
To:	Chair McGregor and Board of Directors		
From:	Mark Andison, General Manager of Operations / Deputy CAO		
RE:	<u>BUILDING BYLAW CONTRAVENTION</u> 2217 HIGHWAY 3B, FRUITVALE, B.C. ELECTORAL AREA 'A' PARCEL IDENTIFIER: 016-031-792 LOT 201, D.L. 1236, KD, PLAN 785B OWNER: JASON RICKETTS		

Issue Introduction

A staff report from Mark Andison, General Manager of Operations / Deputy CAO regarding a Building Bylaw Contravention.

History/Background Factors

The owner, Jason Ricketts, has constructed a **roof over a mobile home** at the above referenced property without first obtaining a building permit.

April 7, 2014	Site inspection and Stop Work Order posted;
April 7, 2014	First registered letter mailed to owner requesting a response by April 21, 2014;
April 14, 2014	Canada Post confirmation that the letter was successfully delivered;
April 14, 2014	Application submitted by owner;
April 16, 2014	Letter sent to owner requesting further documentation;
May 2, 2014	Voicemail received from owner;
May 8, 2014	Letter sent to owner requesting further documentation;
June 20, 2014	Second registered letter mailed to owner requesting a response by July 11, 2014;
July 3, 2014	Canada Post confirmation that the letter was successfully delivered;
July 17, 2014	Third registered letter to owner requesting a response by July 31, 2014;
July 28, 2014	Canada Post confirmation that the letter was successfully delivered;
July 30, 2014	Owner came into office to confirm looking into documentation;

Staff Report
October 30, 2014
Page 1 of 3

Oct. 16, 2014 To date, we have had no further response or submitted documentation by the owner.

The Regional District of Kootenay Boundary Building and Plumbing Amendment Bylaw No. 449 states:

Prohibition:

7.1 No person shall commence or continue any work provided for in Section 3.2 or related to building unless he has a valid and subsisting permit issued by the authority having jurisdiction;

Duties of the Owner:

12.1 (b) Obtain where applicable from the authority having jurisdiction, permits relating to demolition, excavation, building, repair of buildings, zoning, change in classification of occupancy, sewers, water, plumbing, signs, canopies, awnings, marquees, blasting, street occupancy, electricity, buildings to be moved, and all other permits required in connection with the proposed work prior to the commencement of such work.

Implications (Financial, Policy/Practice, Interdepartmental or Intergovernmental)

The Regional District of Kootenay Boundary Board of Directors has dealt with a number of Bylaw Contraventions by Filing a Notice on Title. The effect of this Notice is to alert future Purchasers of the property that the building(s) are in contravention of the B.C. Building Code and/or regulatory bylaws.

The above action does not preclude the Regional District of Kootenay Boundary from taking such steps as may be further authorized by Bylaw, Local Government Act and Community Charter to enforce compliance with regulations.

Advancement of Strategic Planning Goals

Not applicable.

Background Information Provided

- Registered letter dated July 17, 2014;
- Registered letter dated June 20, 2014;
- Registered letter dated April 7, 2014.

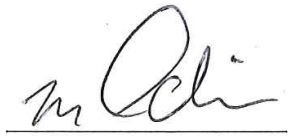
Alternatives

1. Once all deficiencies are rectified, the Owner may request that the Regional District of Kootenay Boundary Board of Directors remove the Notice on Title upon receipt of \$200.00 (Administration fee for removal of the Notice).

Recommendation(s)

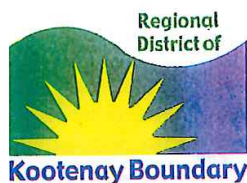
1. That the staff report from Mark Andison, General Manager of Operations / Deputy CAO be received;
2. That the Regional District of Kootenay Boundary Board of Directors invite the owner, Jason Ricketts, to appear before the Board to make a presentation relevant to the filing of a Notice in the Land Title Office pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter against the property legally described as Lot 201, D.L. 1236, KD, Plan 785B.

Respectfully submitted:



Concurrence:

(C.A.O.)



July 17, 2014

REGISTERED MAIL

Jason Ricketts
2211 Highway 3B
Fruitvale, B.C. V0G 1L0

**Re: Addition to Mobile Home – Roof Over
2217 Highway 3B, Fruitvale, B.C.
Lot 201, D.L. 1236, Plan NEP785B**

Further to our Stop Work Order letter dated April 7, 2014, letters dated April 16, 2014, May 8, 2014, registered letter June 20, 2014 and conversations we have not received the documentation that was requested. We are unable to process the application until we receive the following:

1. A complete site plan showing the proposed construction area, indicating all distances to property lines and including all other existing building and waterways;
2. A variance from the Regional District of Kootenay Boundary for setbacks to property lines if required;
3. Schedule B from a registered professional for geotechnical;
4. Schedule B from a registered professional for structural;
5. Two sets of registered professional sealed structural drawings.

No building permit has been issued as required by the Regional District of Kootenay Boundary Building Bylaw No. 449;

7.0 PROHIBITION

- 7.1 No person shall commence or continue any work provided for in Section 3.2 or related to building unless he has a valid and subsisting permit issued by the authority having jurisdiction.

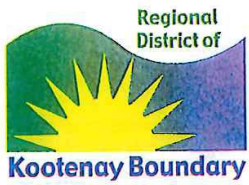
If we do not receive this documentation by **July 31, 2014**, we will recommend to the Regional District of Kootenay Boundary Board of Directors that a Notice be registered on the title pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter (copies attached). This notice will refer to a building bylaw contravention on the above referenced property and does not limit further action being taken.

If you have any questions, please contact the undersigned at 250-368-0222.

Yours truly,

Brian Zanussi
Building and Plumbing Official



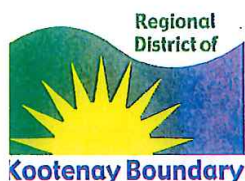


cc: Mark Andison, General Manager of Operations / Deputy CAO

Attachment

/sb





June 20, 2014

REGISTERED MAIL

Jason Ricketts
2211 Highway 3B
Fruitvale, B.C. V0G 1L0

**Re: Addition to Mobile Home – Roof Over
2217 Highway 3B, Fruitvale, B.C.
Lot 201, D.L. 1236, Plan NEP785B**

Further to our Stop Work Order letter dated April 7, 2014, letters dated April 16, 2014, May 8, 2014 and conversations we have not received the documentation that was requested. We are unable to process the application until we receive the following:

1. A complete site plan showing the proposed construction area, indicating all distances to property lines and including all other existing building and waterways;
2. A variance from the Regional District of Kootenay Boundary for setbacks to property lines if required;
3. Schedule B from a registered professional for geotechnical;
4. Schedule B from a registered professional for structural;
5. Two sets of registered professional sealed structural drawings.

The above noted items do not limit further information being requested prior to the issuance of the building permit.

Please submit the required documentation to our office by **July 11, 2014**. Failure to comply may result in legal action.

If you have any questions, please contact the undersigned at 250-368-0222.

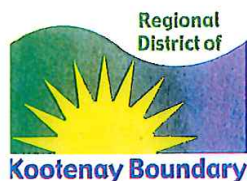
Yours truly,

Brian Zanussi
Building and Plumbing Official

cc: Mark Andison, General Manager of Operations / Deputy CAO

/sb





April 7, 2014

REGISTERED MAIL

Jason Ricketts
2211 Highway 3B
Fruitvale, B.C. V0G 1L0

Re: STOP WORK ORDER
2217 Highway 3B, Fruitvale, B.C.
Roof over Mobile Home

This letter confirms a posting of a **Stop Work Order** on April 4, 2014 for construction of a roof structure over a mobile home without a building permit.

No building permit has been issued as required by the Regional District of Kootenay Boundary Building Bylaw No. 449;

Section 7.1 No person shall commence or continue any work provided for in Section 3.2 or related to building unless he has a valid and subsisting permit issued by the authority having jurisdiction;

Section 12.1 b) Every owner shall:
obtain where applicable from the authority having jurisdiction, permits relating to demolition, excavation, building, repair of buildings, zoning, change in classification of occupancy, sewers, water, plumbing, signs, canopies, awnings, marquees, blasting, street occupancy, electricity, buildings to be moved and all other permits required in connection with the proposed work prior to the commencement of such work.

To apply for a permit, please fill out the enclosed application form and submit a drawing showing all construction details to our office by **April 21, 2014**. Failure to comply may result in legal action.

If you have any questions, please contact the undersigned at 250-368-0222.

Yours truly,

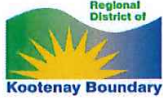
Brian Zanussi
Building and Plumbing Official

cc: Mark Andison, General Manager of Operations / Deputy CAO

Attachment

/sb



**STAFF REPORT**

Date:	February 13, 2015	File:	
To:	Chair McGregor and Board of Directors		
From:	Mark Andison, General Manager of Operations / Deputy CAO		
RE:	<u>BUILDING BYLAW CONTRAVENTION</u> 2254 RALPH ROAD, FRUITVALE, B.C. ELECTORAL AREA 'A' PARCEL IDENTIFIER: 009-592-849 LOT 1, D.L. 1236, KD, PLAN 15503 OWNERS: RONNI-LYNN SULLIVAN		

Issue Introduction

A staff report from Mark Andison, General Manager of Operations / Deputy CAO regarding a Building Bylaw Contravention.

History/Background Factors

The Building Official confirmed that there have been no changes concerning the above referenced property. The owner has constructed a single family dwelling at the above referenced property without completion of a final inspection and occupancy permit.

Implications (Financial, Policy/Practice, Interdepartmental or Intergovernmental)

The filing of a Notice on Title against the above mentioned property pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter will alert future purchasers of the property that the building(s) are in contravention of the B.C. Building Code and/or Building Bylaw.

Advancement of Strategic Planning Goals

Not applicable.

Background Information Provided

- Letter dated February 12, 2015 inviting the Owner to the February 26, 2015 Board Meeting;
- Staff Report dated January 29, 2015 submitted to the Board regarding the building bylaw contravention.

Alternatives

1. Once all deficiencies are rectified, the Owner may request that the Regional District of Kootenay Boundary Board of Directors remove the Notice on Title upon receipt of \$200.00 (Administration fee for removal of the Notice).

Recommendation(s)

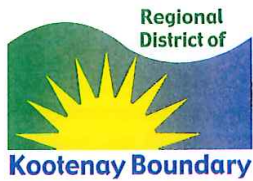
1. That the staff report from Mark Andison, General Manager of Operations / Deputy CAO be received;
2. That the Regional District of Kootenay Boundary Board of Directors direct the Chief Administration Officer to file a Notice in the Land Title Office pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter against the property legally described as Lot 1, D.L. 1236, KD, Plan 15503.

Respectfully submitted:



Concurrence:

(C.A.O.)



February 12, 2015

Ronni-Lynn Sullivan
PO Box 1036
Fruitvale, B.C. V0G 1L0

**Re: Constructed a SFD without Completion of Final Inspection and Occupancy Permit
2254 Ralph Road, B.C., Electoral Area 'A'
Contravention of Building Bylaw No. 449
Lot 1, D.L. 1236, KD, Plan 15503**

On January 29, 2015 the Board of Directors reviewed the attached report regarding the above referenced property. As a consequence the Board will, at its next regular meeting, be considering a resolution to direct the Chief Administrative Officer to file a formal Notice in the Land Title Office regarding this contravention. Pursuant to Section 695 of the Local Government Act and Section 57 of the Community charter you are to be afforded the opportunity to be heard by the Board of Directors before such a Notice is filed. The Board has therefore, adopted the following resolution.

"That Ronni-Lynn Sullivan be invited to appear before the Board to make a presentation relevant to the filing of a Notice in the Land Title Office pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter against the property legally described as Lot 1, D.L. 1236, KD, Plan 15503".

This hearing before the Board of Directors is scheduled for Thursday, February 26, 2015 at approximately 6:00 p.m. This meeting will be held at the Regional District of Kootenay Boundary office, 202-843 Rossland Avenue, Trail, B.C. Please advise Sara Bradley at the address noted below in advance, whether you or a representative will be present at this hearing. If you will be attending this hearing, we would request a written submission from you relating to this matter by February 19, 2015. This will provide sufficient time for your report to be distributed to the Board of Directors.

Please be advised that, in order to avoid registration of this Notice, the Board of Directors requires a written confirmation from the Building Inspection staff that the property is now in compliance. You are encouraged to acquire that confirmation before the hearing date.

Enclosed for your information is a copy of Section 695 of the Local Government Act and Section 57 of the Community Charter. The effect of this Notice is to remove liability from the Regional District of Kootenay Boundary and warn future purchasers of the property that the building(s) or construction on the property may have been in violation of the B.C. Building Code and/or Regulatory Bylaws of the Authority having Jurisdiction.

Yours truly,

Theresa Lenardon
Manager of Corporate Administration

Attachment

/sb



**STAFF REPORT**

Date:	January 5, 2015	File:	
To:	Chair McGregor and Board of Directors		
From:	Mark Andison, General Manager of Operations / Deputy CAO		
RE:	<u>BUILDING BYLAW CONTRAVENTION</u> 2254 RALPH ROAD, FRUITVALE, B.C. ELECTORAL AREA 'A' PARCEL IDENTIFIER: 009-592-849 LOT 1, D.L. 1236, KD, PLAN 15503 OWNERS: RONNI-LYNN SULLIVAN		

Issue Introduction

A staff report from Mark Andison, General Manager of Operations / Deputy CAO regarding a Building Bylaw Contravention.

History/Background Factors

The owner, Ronni-Lynn Sullican, has **constructed a single family dwelling** at the above referenced property without completion of a final inspection and occupancy permit.

Oct. 13, 2004	Building permit application and documentation was received for construction of a single family dwelling;
Oct. 20, 2004	Building permit 04-1162A issued for construction of a single family dwelling;
Nov. 5, 2004	Footing inspection;
Dec. 10, 2004	Prior to backfill inspection;
March 21, 2005	Underslab plumbing inspection;
April 8, 2005	Framing and plumbing inspection;
June 24, 2005	Insulation and vapour barrier inspection;
March 30, 2012	Telephone conversation with owner requesting required documentation prior to a final inspection;
Aug. 10, 2012	Letter to owner requesting required documentation prior to a final inspection by August 24, 2012;
Sept. 18, 2012	First registered letter mailed to owner requesting a response by October 2, 2012;

Staff Report
January 29, 2015
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Oct. 23, 2012	Final inspection conducted, two items not completed;
Jan. 29, 2014	Second registered letter mailed to owner requesting a response by February 21, 2014;
Feb. 18, 2014	Canada Post confirmation that the letter was unclaimed;
March 21, 2014	Third registered letter to owner requesting a response by April 12, 2014;
April 10, 2014	Canada Post confirmation that the letter was unclaimed;
April 24, 2014	Telephone call from owner to verify progress and final re-inspection request;
May 20, 2014	Final re-inspection conducted, two items not completed;
July 11, 2014	Telephone call from owner to verify progress;
Jan. 5, 2015	To date, we have had no further response by the owner.

The Regional District of Kootenay Boundary Building and Plumbing Amendment Bylaw No. 449 (1985) states:

Prohibition:

7.2 No person shall occupy or use any building or part thereof contrary to the terms of any permit, notice or certificate given by the authority having jurisdiction;

Duties of the Owner:

12.1 Every owner shall:

- (h) give at least 72 hours notice to the authority having jurisdiction and request his inspection of the work;
- (v) after the building or portion thereof is complete and ready for occupancy, but before occupancy takes place of the whole or portion of the building.

Implications (Financial, Policy/Practice, Interdepartmental or Intergovernmental)

The Regional District of Kootenay Boundary Board of Directors has dealt with a number of Bylaw Contraventions by Filing a Notice on Title. The effect of this Notice is to alert future Purchasers of the property that the building(s) are in contravention of the B.C. Building Code and/or regulatory bylaws.

The above action does not preclude the Regional District of Kootenay Boundary from taking such steps as may be further authorized by Bylaw, Local Government Act and Community Charter to enforce compliance with regulations.

Advancement of Strategic Planning Goals

Not applicable.

Background Information Provided

- Registered letter dated March 21, 2014;
- Registered letter dated January 29, 2014;
- Registered letter dated September 18, 2012;
- Building permit 04-1162A.

Alternatives

1. Once all deficiencies are rectified, the Owner may request that the Regional District of Kootenay Boundary Board of Directors remove the Notice on Title upon receipt of \$200.00 (Administration fee for removal of the Notice).

Recommendation(s)

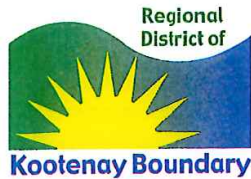
1. That the staff report from Mark Andison, General Manager of Operations / Deputy CAO be received;
2. That the Regional District of Kootenay Boundary Board of Directors invite the owner, Ronni-Lynn Sullivan, to appear before the Board to make a presentation relevant to the filing of a Notice in the Land Title Office pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter against the property legally described as Lot 1, D.L. 1236, KD, Plan 15503.

Respectfully submitted:



Concurrence:

(C.A.O.)



March 21, 2014

Ronni Sullivan
PO Box 1036
Fruitvale, B.C. V0G 1L0

REGISTERED MAIL

**Re: Construct Single Family Dwelling
2254 Ralph Road, Electoral Area 'A'
Building Permit No. 04-1162A**

Further to our letter dated August 10, 2012, registered letters dated September 18, 2012 and January 29, 2014 and numerous conversations; we have not received a mechanical ventilation form or done a final re-inspection for occupancy. No final re-inspection has been conducted as required under the Regional District of Kootenay Boundary Building Bylaw No. 984.

Section 12.1 (h) states that;

Every owner shall give at least 72 hours notice to the authority having jurisdiction and request his inspection of the work:

- (v) after the building or portion thereof is complete and ready for occupancy, but before occupancy takes place of the whole or portion of the building.

If we do not receive the documentation by **April 12, 2014**, we will recommend to the Regional District of Kootenay Boundary Board of Directors that a notice be registered on title pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter (copies attached). This notice will refer to a building bylaw contravention on the above referenced property and does not limit further action being taken.

If you have any questions regarding the above, please contact the undersigned at (250) 368-0222.

Yours truly,

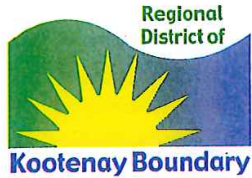
Brian Zanussi
Building and Plumbing Official

cc: Mark Andison, General Manager of Operations / Deputy CAO

Attachments

/sb





January 29, 2014

REGISTERED MAIL

Ronni Sullivan
PO Box 1036
Fruitvale, B.C. V0G 1L0

**Re: Construct Single Family Dwelling
2254 Ralph Road, Electoral Area 'A'
Building Permit No. 04-1162A**

We have reviewed your 2004 building permit file for the above referenced property and noted that the last inspection was conducted on October 23, 2012 for a final inspection; see attached. It has been noted that no final re-inspection has been conducted as required under the Regional District of Kootenay Boundary Building Bylaw.

Section 12.1 (h) states that;

Every owner shall give at least 72 hours notice to the authority having jurisdiction and request his inspection of the work:

- (v) after the building or portion thereof is complete and ready for occupancy, but before occupancy takes place of the whole or portion of the building.

Prior to the final re-inspection the following documentation is required;

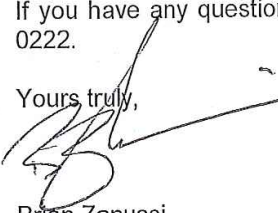
1. Mechanical Ventilation Checklist (attached) – contractor – Kootenay Plumbing – David Murdoch (250-365-2991);
2. Plumbing Installation Form from the same above noted contractor has been RECEIVED.

The above noted items do not limit further information being requested prior to the Final Inspection. Failure to comply may result in legal action.

Please call for a final inspection by **February 21, 2014**.

If you have any questions regarding the above, please contact the undersigned at (250) 368-0222.

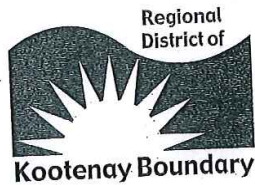
Yours truly,


Brian Zanussi
Building and Plumbing Official

cc: Mark Andison, General Manager of Operations / Deputy CAO

Attachments





September 18, 2012

REGISTERED MAIL

Ronni Sullivan
PO Box 1036
Fruitvale, B.C. V0G 1L0

**Re: Construct Single Family Dwelling
2254 Ralph Road, Electoral Area 'A'
Building Permit No. 04-1162A**

Further to our letter dated June 1, 2012, letter dated August 10, 2012 and conversations, we have not received a Mechanical Ventilation Checklist or Plumbing Installation form so we can do a final inspection as required under the Regional District of Kootenay Boundary Building Bylaw.

Section 12.1 (h) states that;

Every owner shall give at least 72 hours notice to the authority having jurisdiction and request his inspection of the work:

- (v) after the building or portion thereof is complete and ready for occupancy, but before occupancy takes place of the whole or portion of the building.

Please call for a final inspection by **October 2, 2012**. Failure to comply may result in legal action.

If you have any questions, please contact the undersigned at (250) 368-0222.

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Zanussi", is written over a horizontal line.

Brian Zanussi
Building and Plumbing Official

cc: Sig Dreher, Chief Building Official

Attachments

No. 04-1162A

INSPECTION CALLS: (250) 368-0222

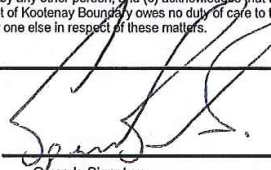
Regional District of Kootenay BoundaryDATE PERMIT
GRANTED: **Oct 20, 04**BUILDING INSPECTION DEPARTMENT
202-843 Rossland Ave., Trail, B.C. V1R 4S8PERMIT TO CONSTRUCT, ERECT, INSTALL, ALTER, ADD TO, REPAIR, MOVE,
OR DEMOLISH, A BUILDING, STRUCTURE, OR PLUMBING

PURSUANT TO THE APPLICABLE REGULATIONS		ROBERT BAXTER		ADDRESS: 2276 DANIEL STREET TRAIL, I		TELEPHONE:	
BEING THE OWNER OR ACTING WITH CONSENT OF THE OWNER IS HEREBY GRANTED							
A PERMIT TO: CONSTRUCT SINGLE FAMILY DWELLING							
AT: 2254 RALPH RD		FOLIO: 711		05396.100			
LOT: 1	BLOCK:	RANGE:	D.L. 1236	PLAN: 15503	LD:		
OWNER: ROBERT BAXTER		ADDRESS: TRAIL, B.C.		TELEPHONE:			
CONTRACTOR:		ADDRESS:		TELEPHONE:			
PARTICULARS - PERMIT IS ISSUED SUBJECT TO THE FOLLOWING SPECIAL REQUIREMENTS: ALL WORK TO CONFORM TO THE 1998 B.C. BUILDING CODE AND ALL RELEVANT AREA 'A' BYLAWS; BUILDING PERMIT RESTRICTIONS FORM PART OF THIS PERMIT; MINIMUM SETBACKS: FRONT 7.5M, INTERIOR SIDE 3M, REAR 4.5M; PROPERTY PINS TO BE IDENTIFIABLE; SEE NOTES ON PLANS; CALL FOR ALL INSPECTIONS LISTED BELOW; MECHANICAL VENTILATION CHECKLIST 'C' TO BE SUBMITTED PRIOR TO THE FRAMING INSPECTION; STAMPED ENGINEERED TRUSS DESIGNS AND LAYOUT FOR 88 PSF GROUND SNOW LOAD TO BE SUBMITTED PRIOR TO FRAMING INSPECTION; ALL FIELD REPORTS BY REGISTERED PROFESSIONALS MUST BE SUBMITTED TO BUILDING OFFICIAL ON DATE OF INSPECTION; CERTIFICATE OF 'PLUMBING INSTALLATION FORM' TO BE SUBMITTED PRIOR TO OCCUPANCY; SCHEDULE 'C-B' TO BE SUBMITTED FROM ALL REGISTERED PROFESSIONALS ENGAGED IN CONSTRUCTION PRIOR TO OCCUPANCY.							

		FEES
AREA OF LIVING SPACE		
CONSTRUCTION VALUE	\$ 115000	
BUILDING PERMIT FEE		\$ 805
PLUMBING FIXTURES	13	\$ 130
DEMOLITION		
OTHER		
SUB-TOTAL		\$ 935
TITLE SEARCH		\$ 10
TOTAL		\$ 945
LESS DEPOSIT		
BALANCE OWING		\$ 945

WAIVER OF INDEMNITY

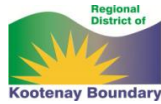
In consideration of the granting of this permit, the undersigned: (a) releases the Regional District of Kootenay Boundary and those acting on behalf of the Regional District of Kootenay Boundary from all claims and expenses which the undersigned may have or incur as a result of the issue of this permit or the enforcement or non-enforcement of the Regional District of Kootenay Boundary Bylaws or of the British Columbia Building Code; (b) indemnifies the Regional District of Kootenay Boundary from all such claims and expenses which may be made by any other person; and (c) acknowledges that the Regional District of Kootenay Boundary owes no duty of care to the undersigned or any one else in respect of these matters.


Owner's Signature


BRIAN CHAMPLIN
Chief Building/Plumbing Official

DATE PAID **OCT 22 2004**

1. Prior to placing concrete in the footings 2. After installation of drain tiles/dampproofing/before backfilling 3. When framing completed 4. Insulation and vapour barrier completed 5. Before any part of plumbing system covered 6. Final Inspection - An occupancy permit is required prior to occupancy of building.



STAFF REPORT

DATE: February 16, 2015 **FILE:** Community Works Fund Agreement

TO: Chair McGregor and RDKB Board of Directors

FROM: Deep Sidhu, Financial Services Manager

RE: Community Works Fund Agreement (Gas Tax) with UBCM

Issue Introduction

A staff report from Deep Sidhu, Financial Services Manager, providing information on the renewed Gas Tax Agreement.

History/Background Factors

The Renewed Gas Tax Agreement (GTA) was signed between Canada, British Columbia and UBCM in 2014 setting out an administrative framework for the delivery of federal Gas Tax funding to British Columbia local governments and other recipients over the next ten years.

The Regional District of Kootenay Boundary (RDKB), entered into a Community Works Fund agreement with UBCM outlining the roles and responsibilities of both parties related to the Federal Gas Tax Funds that may be delivered to RDKB. The contract runs until March 31, 2024.

In 2014, RDKB received \$443,240.88 plus interest. The amount allocated to each electoral area is based on the population, as per the 2011 census. The allocation for 2014 is as follows:

Regional District of Kootenay Boundary			
Community Works (Gas Tax)			
Allocations - Gas Tax Agreement			
	2011		
Area	Population	Percentage	Allocation
Electoral Area 'A'	1,845	18.85%	84,209
Electoral Area 'B'/Lower Columbia-Old Glory	1,395	14.25%	63,670
Electoral Area 'C'/Christina Lake	1,391	14.21%	63,488
Electoral Area 'D'/Rural Grand Forks	3,187	32.56%	145,460
Electoral Area 'E'/West Boundary	1,970	20.13%	89,914
	9,788	100.00%	446,741

Unused amounts are carried forward to the next year and stay within the electoral area.

Staff Report
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According to the contract signed between UBCM and RDKB, the funds must be used for eligible expenditures. This includes investing in capital infrastructure such as local roads, bridges, public transit, waste water, solid waste, energy systems, recreation, culture, and disaster mitigation. Capacity building also qualifies as an eligible expense.

The contract specifies capital infrastructure as costs associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP).

Capacity building is defined as expenditures related to strengthening the ability of local governments to improve local and regional planning including capital investments, integrated community sustainability plans, life cycle costs assessments, and asset management plans. Expenditures could also include developing and implementing studies, strategies or systems related to asset management which may include software acquisition and implementation, training directly related to asset management planning, and long term infrastructure plans.

Ineligible expenditures include legal fees, repair and maintenance, overhead, salaries of staff, and more specifically, costs associated with planning, engineering, architecture, supervision, management and other activities normally carried out by an organization's staff, except in accordance with eligible categories.

RDKB is responsible to annually report on the Gas Tax Fund transactions and provide a declaration that we have complied with requirements of the agreement. UBCM has the ability to audit the use of our Gas Tax funding.

Implications (Financial Policy/Practice, Interdepartmental or Intergovernmental)

According to the Section 4.2 in the Community Works Fund Agreement (see attached), funding is subject to UBCM receiving sufficient Gas Tax Funds from Canada and RDKB's compliance with the Community Works Fund Agreement.

Background Information Provided

Signed Community Works Fund Agreement between UBCM and RDKB is attached.

Alternatives

1. Receive the staff report
2. Not to receive the staff report

Recommendation(s)

1. That the staff report from Deep Sidhu, Financial Services Manager providing information regarding the Community Works Fund Agreement between UBCM and RDKB be received.



Administration provided
By UBCM

Funding provided by:
Government of Canada

Canada

In partnership with:
The Province of BC



Gas Tax Program
Services

Local Government House
525 Government St
Victoria BC V8V 0A8

Phone: 250-356-5134
Fax: 250-356-5119

Website:

www.ubcm.ca
under
Funding Programs

Renewed Gas Tax
Agreement

Gas Tax Program Services

...delivering the federal gas tax agreement funding in British Columbia

July 23, 2014

John MacLean
Chief Administrative Officer
Regional District of Kootenay Boundary
202-843 Rossland Ave
Trail, BC V1R 4S8

Dear John MacLean:

RE: COMMUNITY WORKS FUND AGREEMENT

Thank you for managing the approval of the Community Work Fund (CWF) Agreement with UBCM. Our review of your materials is now complete and we have enclosed one fully executed copy of your CWF Agreement for your records.

Provided UBCM has received your 2013 Gas Tax annual expenditure report, UBCM will release your first of two Community Works Fund payments for 2014 through an Electronic Fund Transfer payment by the first week in August.

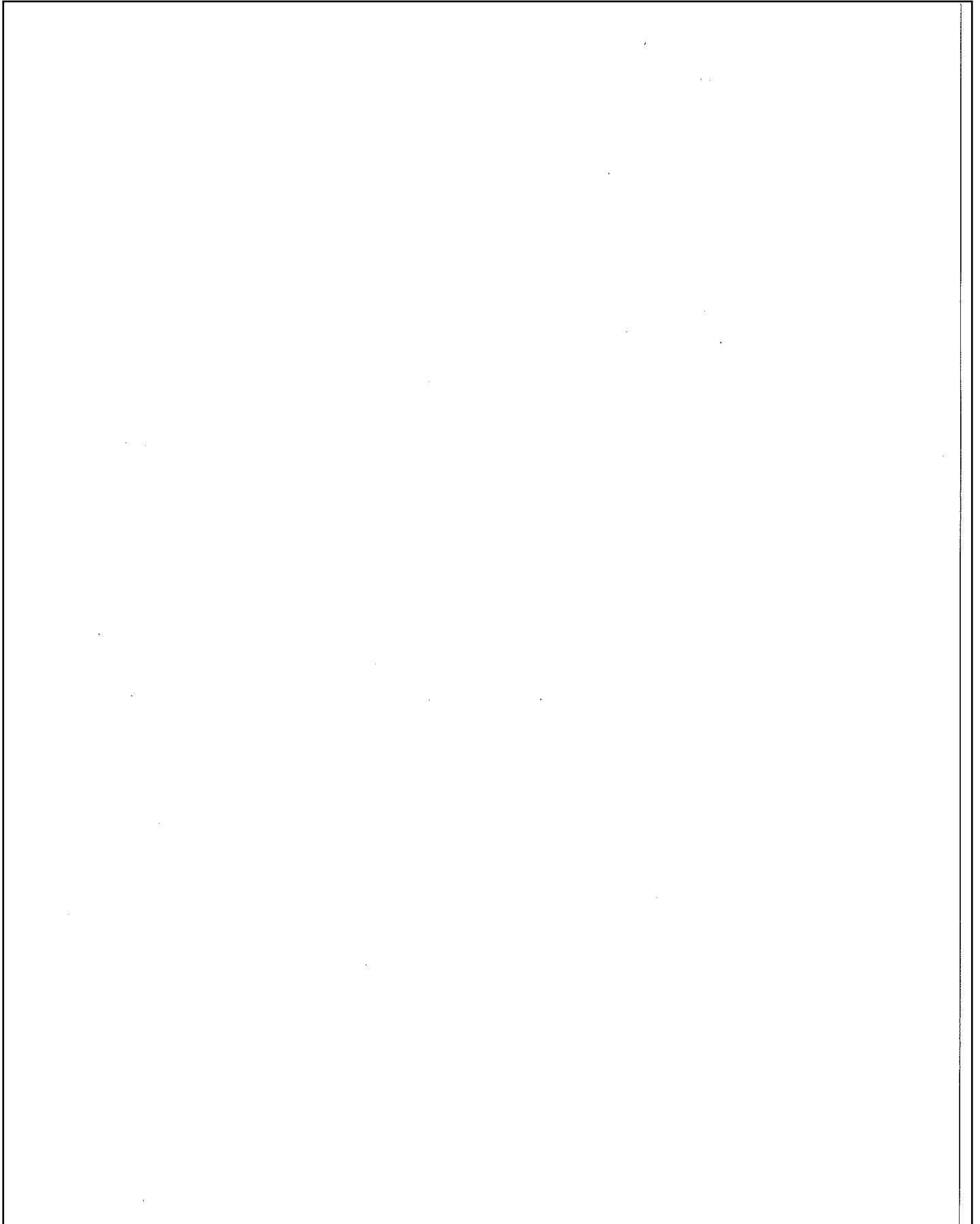
Please feel free to contact me if you have any questions about the CWF Agreement or other aspects of the Gas Tax Agreement. I can be reached by phone at 250-356-0893 or by e-mail at bfelker@ubcm.ca.

Thank you for your participation in this program.

Yours truly,

Brant Felker
Gas Tax Policy & Program Manager

REGIONAL DISTRICT OF KOOTENAY BOUNDARY	
FILE #	JUL 25 2014
DOC #	
REF. TO:	M.F.
CC:	J. MacLean



2014-2024 COMMUNITY WORKS FUND AGREEMENT
under the
ADMINISTRATIVE AGREEMENT
ON THE FEDERAL GAS TAX FUND IN BRITISH COLUMBIA

This Agreement made as of July 14, 2014

BETWEEN:

Kootenay Boundary Regional District (the Local Government)

AND

The **UNION OF BRITISH COLUMBIA MUNICIPALITIES** (UBCM) as continued by section 2 of the *Union of British Columbia Municipalities Act* RSBC 2006, c.1, as represented by the President

WHEREAS:

- A. Canada, British Columbia and UBCM wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities;
- B. Canada, British Columbia and UBCM have entered into the Agreement setting out the roles and responsibilities of the Parties for the administration of the Federal Gas Tax Fund (GTF) in British Columbia;
- C. The Agreement provides for delivery of funding that may be received by UBCM from Canada, including interest thereon, through three programs, one of which is Community Works Fund;
- D. The Agreement sets out the purpose, terms and conditions of the Community Works Fund, and requires that in order to receive Community Works Fund funding, a Local Government must sign a Funding Agreement with UBCM;

NOW THEREFORE, in consideration of the mutual promises herein, UBCM and the Local Government agree as follows:

1. PURPOSE

The purpose of this Community Works Fund Agreement is to set out the roles and responsibilities of the Local Government and UBCM related to any Community Works Fund funds that may be delivered to the Local Government by UBCM:

2. SCHEDULES

The following Schedules, originating in whole or part from the Agreement, are attached to and form part of this Community Works Fund Agreement:

- Schedule A - Definitions
- Schedule B - Eligible Project Categories
- Schedule C - Eligible and Ineligible Expenditures

Kootenay Boundary Regional District - Agreement [AG592-0-Community Works Fund (CWF)]

Schedule D - Reporting and Audits
Schedule E - Communications Protocol

3. ROLE OF UBCM

3.1 UBCM has, pursuant to the Agreement, agreed with Canada and British Columbia to:

- A. receive GTF funding from Canada and allocate funds so received from Canada pursuant to the Agreement, including allocating Community Works Funds to the Local Government to be spent on Eligible Projects and Eligible Expenditures in accordance with the terms and conditions of this Community Works Fund Agreement;
- B. report to Canada and British Columbia, including Annual Reports and Outcome Reports, as required by the Agreement; and
- C. fulfill other roles and responsibilities as set out in the Agreement.

4. CONTRIBUTION PROVISIONS

- 4.1 Over the term of this Community Works Fund Agreement, UBCM will pay the Local Government its annual allocation within 30 days of receipt of such funds from Canada.
- 4.2 Payments under section 4.1 are subject to UBCM receiving sufficient GTF funds from Canada, and Local Government compliance with this Community Works Fund Agreement and any other Funding Agreement under the First Agreement.
- 4.3 Annual allocation is based on a formula set out in section 3.4 of Annex B of the Agreement. In the first year of this Community Works Fund Agreement, the Local Government will receive \$443,240.88, in two equal instalments which, subject to section 4.2, are expected to be delivered in the month following July 15 and November 15, 2014.
- 4.4 Annual allocation to the Local Government for all subsequent years under this Community Works Fund Agreement continue to be based on the funding formula set out in the Agreement, but are subject to change by UBCM from the amount set out in section 4.3 due to such circumstances as local government boundary changes and new Local Government incorporations, changes in Census populations and changes in amounts that may be received by UBCM from Canada.
- 4.5 Timing of payments in subsequent years under this Community Works Fund Agreement to the Local Government by UBCM are subject to change due to any changes in timing of payments to UBCM by Canada.

5. USE OF FUNDS BY LOCAL GOVERNMENT

- 5.1 Any GTF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government must be used by the Local Government in accordance with this Community Works Fund Agreement, including specifically Section 6. (Commitments of the Local Government).
- 5.2 Any GTF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government will be treated as federal funds with respect to other federal infrastructure programs.

6. COMMITMENTS OF THE LOCAL GOVERNMENT

- 6.1 The Local Government shall:

- A. Ensure that any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon are expended and used in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
- B. Treat any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon as federal funds with respect to other federal infrastructure programs.
- C. Over the term of this Community Works Fund Agreement, ensure that any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon result in incremental spending as measured by the methodology, which will include a Base Amount, approved by the Partnership Committee.
- D. Comply with all Ultimate Recipient requirements outlined in Schedule E (Communications Protocol).
- E. During the term of this Community Works Fund Agreement work to strengthen Asset Management, in accordance with the Asset Management framework developed by the Partnership Committee.
- F. Invest, in a distinct account, GTF funding received from UBCM in advance of paying Eligible Expenditures.
- G. With respect to Contracts, award and manage all Contracts in accordance with the Local Government's relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
- H. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- I. Submit a report to UBCM, in a format acceptable to UBCM, by June 1 in each year, which includes:
 - GTF transactions of the Local Government for the previous calendar year, in sufficient detail to allow UBCM to produce the Annual Report required by Schedule D (Reporting and Audits);
 - a declaration from the Chief Financial Officer that the Local Government has complied with all Funding Agreements between it and UBCM; and

- any other information required by UBCM to fulfill its responsibilities under the Agreement, including, but not limited to project outcomes in relation to anticipated program benefits, expenditures made for tangible capital assets, and progress made towards Asset Management improvements.

J. Allow Canada and UBCM reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of any Unspent Funds and any GTF funding, as well as any interest earned thereon, and all other relevant information and documentation requested by Canada or UBCM or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Community Works Fund Agreement.

K. Ensure that 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 GTF funding, Unspent Funds and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

L. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada or UBCM.

M. Ensure actions do not 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, British Columbia, or UBCM and the Local Government, or between Canada, British Columbia, or UBCM and a Third Party.

N. Ensure the Local Government does not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada, British Columbia or UBCM.

O. Ensure that the Local Government will not, at any time, hold the Government of Canada or British Columbia or any of their respective officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada or British Columbia and their respective officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the negligence of an officer, employee, or agent of Canada in the performance of his or her duties.

P. Ensure that the Local Government will not, at any time, hold UBCM or any of its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate UBCM and its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the act of negligence of an officer, employee, or agent of UBCM in the performance of his or her duties.

Q. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Agreement will extend beyond such expiration or termination.

7. TRANSITION

- 7.1 As of the effective date of this Community Works Fund Agreement, the First Community Works Fund Agreement is terminated.
- 7.2 Notwithstanding section 7.1, the Parties agree that prior to its termination, the First Community Works Fund Agreement is amended to add to section 6.2 of that agreement: Schedule A (Eligible Project Categories and Project Examples); Schedule B (Eligible Costs for Eligible Recipients) and Schedule E (Reporting and Audit).
- 7.3 Notwithstanding section 7.1, the Parties agree that the survival rights and obligations in Section 6.2 of the First Community Works Fund Agreement (including those added to that section by virtue of Section 7.2), and any other section of the First Community Works Fund Agreement that is required to give effect to that survival section, will continue to apply beyond the termination of the First Community Works Fund Agreement subject to the following:
- A. Regardless of any wording in the First Community Works Fund Agreement with another effect, Unspent Funds, including interest earned thereon, will, as of the effective date of this Community Works Fund Agreement, be subject to this Community Works Fund Agreement;
 - B. Unspent Funds that fall within the reporting period of the 2013 Annual Expenditure Report (as defined in the First Community Works Fund Agreement) will be reported by the Local Government to UBCM in accordance with the First Community Works Fund Agreement;
 - C. Unspent Funds that fall within the reporting period that includes January 1, 2014 to the effective date of this Community Works Fund Agreement will be reported by the Local Government to UBCM in accordance with this Community Works Fund Agreement;
 - D. The survival of the reporting obligations under Section 3.2 and section 1.1 of Schedule E (Reporting and Audits) of the First Community Works Fund Agreement extends only until these obligations are fulfilled by the Local Government for the 2013 reporting year, after which, the reporting obligations under Section 6.1(i) and Schedule D of this Community Works Fund Agreement will apply; and
 - E. Any matters that Section 3.1 (iv) and Schedule G of the First Community Works Fund Agreement would have applied to will be dealt with under Section 6.1(d) and Schedule E (Communications Protocol) of this Community Works Fund Agreement.

8. TERM

This Community Works Fund Agreement will be effective as of April 1, 2014 and will be in effect until March 31, 2024 unless the Parties agree to renew it. In the event where this Community Works Fund Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon held by the Local Government, that have not been expended on Eligible Projects or other expenditures authorized by this Community Works Fund Agreement as of March 31, 2024 will nevertheless continue to be subject to this Community Works Fund Agreement until such time as may be determined by the Parties.

9. SURVIVAL

The rights and obligations, set out in Sections 5.1, 5.2 and 6.1 will survive the expiry or early termination of this Community Works Fund Agreement and any other section which is required to give effect to the termination or to its consequences shall survive the termination or early termination of this Community Works Fund Agreement.

10. AMENDMENT

The Local Government acknowledges that the Agreement may from time to time be amended by agreement of Canada, British Columbia and UBCM and if and whenever such amendments to the Agreement are made, the Local Government agrees that UBCM may require this Community Works Fund Agreement to be amended to reflect, at the sole discretion of UBCM, the amendments made to the Agreement. Where UBCM requires this Community Works Fund Agreement to be so amended, it will provide to the Local Government notice in writing of the amendments it requires. Such amendments shall form part of this Community Works Fund Agreement and be binding on the Local Government and UBCM thirty (30) days after such notice, unless before then the Local Government elects in writing to give written notice of termination of this Community Works Fund Agreement to UBCM.

11. WAIVER

No provision of this Community Works Fund Agreement shall be deemed to be waived by UBCM, unless waived in writing with express reference to the waived provisions and no excusing, condoning or earlier waiver of any default by the Local Government shall be operative as a waiver, or in any way limit the rights and remedies of UBCM or Canada.

12. NO ASSIGNMENT

This Community Works Fund Agreement is not assignable by the Local Government and the Local Government shall not assign, pledge, or otherwise transfer any entitlement to allocation of funds under this Community Works Fund Agreement to any person and shall upon receipt of any allocation of funds hereunder pay and expend such funds thereafter only in accordance with the terms of this Community Works Fund Agreement.

13. NOTICE

Any notice, information or document provided for under this Community Works Fund Agreement must be in writing and will be effectively given if delivered or sent by mail, postage or other charges prepaid, or by facsimile or email. Any notice that is delivered will have been received on delivery; and any notice mailed will be deemed to have been received eight (8) calendar days after being mailed.

Any notice to UBCM will be addressed to:

Executive Director
525 Government Street
Victoria, British Columbia
V8V 0A8
Facsimile: 250 356-5119
Email: ubcm@ubcm.ca

Any notice to the Local Government will be addressed to:

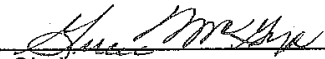
The Corporate Officer at the place designated as the Local Government office.

SIGNATURES

This Community Works Fund Agreement has been executed on behalf of the Local Government by those officers indicated below and each person signing the agreement represents and warrants that they are duly authorized and have the legal capacity to execute the agreement.

Kootenay Boundary Regional District

Original signed by:

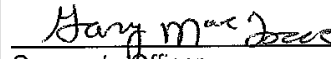

 Chair


 Corporate Officer

Signed by Kootenay Boundary Regional District on the 3 day of July, 2014.

UNION OF BC MUNICIPALITIES

Original signed by:


 Corporate Officer


 General Manager, Victoria Operations

The Community Works Fund Agreement have been executed by UBCM on the 14 day of July, 2014.

Schedule A – Definitions

“Agreement” means the Administrative Agreement on the Federal Gas Tax Fund in British Columbia.

“Annual Report” means the duly completed annual report to be prepared and delivered by UBCM to Canada and British Columbia, as described in Schedule D (Reporting and Audits).

“Asset Management” (AM) includes planning processes, approaches or plans that support integrated, lifecycle approaches to effective stewardship of infrastructure assets in order to maximize benefits and manage risk. AM is further described in Schedule F (Asset Management) of the Agreement, and can include:

- an inventory of assets;
- the condition of assets;
- level of service;
- risk assessment;
- a cost analysis;
- community priority setting;
- long-term financial planning.

“Base Amount” means an amount established over a time-period, reflecting non-federal investments in Infrastructure and against which GTF investments will be measured to ensure that GTF investments are incremental.

“Chief Financial Officer” means in the case of a municipality, the officer assigned financial administration responsibility under S. 149 of the *Community Charter*, and in the case of a Regional District, the officer assigned financial administration responsibility under S. 199 of the *Local Government Act*, R.S.B.C. 1996, c.323.

“Communications Protocol” means the protocol by which all communications activities related to GTF funding will be delivered as described in Schedule E (Communications Protocol).

“Community Works Fund” means the fund provided from the Federal gas tax revenues to be dispersed to local governments based on a percentage of the per capita allocation for local spending priorities in accordance with the terms and conditions set out in the Agreement.

“Community Works Fund Agreement” means this Agreement made between UBCM and Local Government.

“Contract” means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories).

“First Agreement” means the agreement for the transfer of federal gas tax revenues entered into on September 19, 2005 by the Government of Canada, British Columbia and UBCM, with an expiry date of March 31, 2019, as amended.

"First Community Works Fund Agreement" means the agreement entered between UBCM and Local Government in order to administer the Community Works Fund under the First Agreement.

"Funding Agreement" means an agreement between UBCM and an Ultimate Recipient setting out the terms and conditions of the GTF funding to be provided to the Ultimate Recipient as entered under the First Agreement or the Agreement.

"GTF" means the Gas Tax Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to recipients under section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, or any other source of funding as determined by Canada.

"Ineligible Expenditures" means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

"Infrastructure" means municipal or regional, publicly or privately owned tangible capital assets in British Columbia primarily for public use or benefit.

"Local Government" means a municipality as defined in the *Community Charter* [SBC 2003] Chapter 26, a regional district as defined in the *Local Government Act* [RSBC 1996] Chapter 323, and the City of Vancouver as continued under the *Vancouver Charter* [SBC 1953] Chapter 55.

"Outcomes Report" means the report to be delivered by March 31, 2018 and again by March 31, 2023 by UBCM to Canada and British Columbia which reports on how GTF investments are supporting progress towards achieving the program benefits, more specifically described in Schedule D (Reporting and Audits).

"Partnership Committee" means the Committee required to be established by the Agreement to govern the implementation of the Agreement and further described in Annex C of the Agreement.

"Party" means Canada, British Columbia or UBCM when referred to individually and collectively referred to as "Parties".

"Third Party" means any person or legal entity, other than Canada, British Columbia, UBCM or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

"Ultimate Recipient" means a Local Government.

"Unspent Funds" means Funds (as defined by the First Agreement) that have not been spent towards an Eligible Project (as defined under the First Agreement) prior to the effective date of the Agreement.

Schedule B – Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

- A. Local roads, bridges – roads, bridges and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
- B. Highways – highway infrastructure.
- C. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
- D. Short-line rail – railway related infrastructure for carriage of passengers or freight.
- E. Regional and local airports – airport-related infrastructure (excludes the National Airport System).
- F. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
- G. Public transit – infrastructure that supports a shared passenger transport system which is available for public use.
- H. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems.
- I. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems.
- J. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
- K. Community energy systems – infrastructure that generates or increases the efficient usage of energy.
- L. Brownfield Redevelopment – remediation or decontamination and redevelopment of a brownfield site within Local Governments boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other eligible project category under the GTF, and/or;
 - the construction of Local Government public parks and publicly-owned social housing.
- M. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Western Hockey League)).
- N. Recreational infrastructure – recreational facilities or networks.

O. Cultural infrastructure – infrastructure that supports arts, humanities, and heritage.

P. Tourism infrastructure – infrastructure that attract travelers for recreation, leisure, business or other purposes.

Q. Disaster mitigation – infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Eligible Projects also include:

R. Capacity building – includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

Schedule C – Eligible and Ineligible Expenditures

1. ELIGIBLE EXPENDITURES

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

A. the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;

B. for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:

- studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
- training directly related to asset management planning; and,
- long-term infrastructure plans.

C. the expenditures directly associated with joint communication activities and with federal project signage for GTF-funded projects.

1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- the arrangement is approved in advance and in writing by UBCM.

1.3 Administration expenses of UBCM related to program delivery and implementation of this Agreement, in accordance with Section 9 (Use and Recording of Funds by UBCM) of Annex B (Terms and Conditions).

2. INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

- A. project expenditures incurred before April 1, 2005;
- B. project expenditures incurred before April 1, 2014 for the following investment categories:
 - highways;
 - regional and local airports;
 - short-line rail;
 - short-sea shipping;
 - disaster mitigation;
 - broadband connectivity;
 - brownfield redevelopment;
 - cultural infrastructure;
 - tourism infrastructure;
 - sport infrastructure; and
 - recreational infrastructure.
- C. the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- D. taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- E. purchase of land or any interest therein, and related costs;
- F. legal fees; and
- G. routine repair and maintenance costs.

Schedule D –Reporting and Audits**1. REPORTING**

Reporting requirements under the GTF will consist of an Annual Report and an Outcomes Report that will be submitted to Canada and British Columbia for review and acceptance. The reporting year is January^{1st} to December 31st.

1.1 ANNUAL REPORT

By September 30th of each year, UBCM will provide to Canada and British Columbia an Annual Report in an electronic format deemed acceptable by Canada consisting of the following in relation to the previous reporting year:

Financial Report Table: The financial report table will be submitted in accordance with the following template.

Annual Report Financial Table	Annual	Cumulative
	20xx - 20xx	2014 - 20xx
UBCM		
Opening Balance ¹⁵³	\$xxx	
Received from Canada	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Administrative Cost	(\$xxx)	(\$xxx)
Transferred to Ultimate Recipients	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	
Ultimate Recipients in aggregate		
Opening Balance ¹⁵⁴	\$xxx	
Received from UBCM	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Spent on Eligible Expenditures	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	

¹⁵³ For the 2014 Annual Report this means the amount reported as unspent by UBCM the 2013 Annual Expenditure Report (as defined under the First Agreement).

¹⁵⁴ For the 2014 Annual Report this means the amount reported as unspent by Eligible Recipients (as defined under the First Agreement) in the 2013 Annual Expenditure Report (as defined under the First Agreement).

Independent Audit or Audit Based Attestation:

UBCM will provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by British Columbia and UBCM, as to:

- A. the accuracy of the information submitted in the Financial Report Table; and
- B. that Funds were expended for the purposes intended.

Project List

UBCM will maintain, and provide to Canada and British Columbia a project list submitted in accordance with the following template.

Annual Report - GTF Project List Template

Project ID	Ultimate Recipient	Project Title	Project Description	Investment category	Total Project Cost	Funds (GTF) Spent	Completed

1.2 OUTCOMES REPORT

By March 31, 2018 and March 31, 2023, UBCM will provide to Canada and British Columbia and make publicly available, an Outcomes Report that will report in aggregate on the degree to which investments are supporting the progress in British Columbia towards achieving the following program benefits:

- A. Beneficial impacts on communities of completed Eligible Projects;
- B. Enhanced impact of GTF as a predictable source of funding including incremental spending; and
- C. Progress made on improving Local Government Asset Management.

The Outcomes Report will present performance data and a narrative on program benefits. The partnership committee will develop and approve a methodology for reporting on performance in respect of each of the program benefits

2. AUDITS

Canada may, at its expense, carry out any audit in relation to the Agreement, and for this purpose, reasonable and timely access to all documentation, records and accounts that are related to the Agreement and the use of GTF funding, and any interest earned thereon, and to all other relevant information and documentation requested by Canada or its designated representatives, will be provided to Canada and its designated representatives by:

- British Columbia and UBCM, as applicable, where these are held by British Columbia, UBCM, or their respective agents or Third Parties; and
- Ultimate Recipients where these are held by the Ultimate Recipient or a Third Party or their respective agents.

Canada may, at its expense, complete a periodic evaluation of the GTF to review the relevance and performance (i.e. effectiveness, efficiency and economy) of the GTF. British Columbia and UBCM will provide Canada with information on program performance and may be asked to participate in the evaluation process. The results of the evaluation will be made publicly available.

Schedule E – Communications Protocol

1. PURPOSE

1.1 The provisions of this Communications Protocol apply to all communications activities related to any GTF funding which may be delivered by Canada, including allocations, and Eligible Projects funded under this Agreement. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.

1.2 Through collaboration, the Parties agree to work to ensure clarity and consistency in the communications activities meant for the public.

2. JOINT COMMUNICATIONS APPROACH

2.1 The Parties agree to work in collaboration to develop a joint communications approach that identifies guiding principles, including those related to the provision of upfront project information, project signage, and planned communications activities throughout the year. This joint communications approach will have the objective of ensuring that communications activities undertaken each calendar year communicate a mix of Eligible Project types from both large and small communities, span the full calendar year and use a wide range of communications mediums.

2.2 The Parties agree that the initial annual joint communications approach will be finalized and approved by the partnership committee within 60 working days following the inaugural meeting of the partnership committee.

2.3 The Parties agree that achievements under the joint communications approach will be reported to the partnership committee once a year, or more frequently as requested by the partnership committee.

2.4 The Parties agree to assess the effectiveness of the joint communications approach on an annual basis and, as required, update and propose modifications to the joint communications approach. Any modifications will be brought to the partnership committee for approval.

3. INFORM CANADA ON ALLOCATION AND INTENDED USE OF GTF FUNDING FOR COMMUNICATIONS PLANNING PURPOSES

3.1 UBCM agrees to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. The Parties will agree, in the joint communications approach, on the date this information will be provided. The information will include, at a minimum:

Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; amount of Funds being used toward the Eligible Project; and anticipated start date.

3.2 The Parties agree that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada. This information will only be used for communications planning purposes and not for program reporting purposes.

3.3 The Parties agree that the joint communications approach will define a mechanism to ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements for Eligible Projects.

4. PROJECT SIGNAGE

4.1 The Parties and Ultimate Recipients may each have a sign recognizing their contribution to Eligible Projects.

4.2 At Canada's request, Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.

4.3 Where British Columbia, UBCM or an Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.

4.4 The Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.

4.5 British Columbia or UBCM agree to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approach.

5. MEDIA EVENTS AND ANNOUNCEMENTS FOR ELIGIBLE PROJECTS

5.1 The Parties agree to have regular announcements of Eligible Projects that are benefiting from GTF funding that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.

5.2 Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

5.3 A Party or an Ultimate Recipient may request a media event.

5.4 Media events related to Eligible Projects will not occur without the prior knowledge and agreement of the Parties and the Ultimate Recipient.

5.5 The Party or Ultimate Recipient requesting a media event will provide at least 15 working days' notice to the other Parties or Ultimate Recipient of their intention to undertake such an event. The event will take place at a mutually agreed date and location. The Parties and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. The Parties will each designate their own representative.

5.6 The conduct of all joint media events and products will follow the *Table of Precedence for Canada* as outlined at <http://www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm>.

5.7 All joint communications material related to media events must be approved by Canada and recognize the funding of the Parties.

5.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.

6. PROGRAM COMMUNICATIONS

6.1 The Parties and Ultimate Recipients may include messaging in their own communications products and activities with regard to the GTF.

6.2 The Party or Ultimate Recipient undertaking these activities will provide the opportunity for the other Parties and Ultimate Recipient to participate, where appropriate, and will recognize the funding of all contributors.

6.3 The Parties agree that they will not unreasonably restrict the other Parties or Ultimate Recipient from using, for their own purposes, public communications products related to the GTF prepared by a Party or Ultimate Recipients, or, if web-based, from linking to it.

6.4 Notwithstanding Section 5 (Communications Protocol), Canada retains the right to meet its obligations to communicate information to Canadians about the GTF and the use of funding through communications products and activities.

7. OPERATIONAL COMMUNICATIONS

7.1 The Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

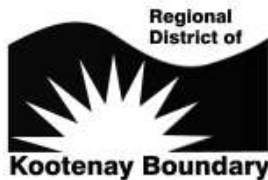
7.2 Canada, British Columbia, UBCM or the Ultimate Recipient will share information promptly with the Parties should significant emerging media or stakeholder issues relating to an Eligible Project arise. The Parties will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

British Columbia and UBCM agree to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, a Party or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the GTF or Eligible Projects. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient agrees to inform the other Parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.



STAFF REPORT

Prepared for meeting of February 26, 2015

ATCO Forestry Referral – Crown Land			
To: Chair McGregor and Members of the RDKB Board of Directors			
Applicant: ATCO Wood Products		File No: A-16	
Location: Box Canyon - Electoral Area 'A', north of Trail, near Lawley Creek and Bear Creek			
Legal Description: Unsurveyed Crown Land		Area: 192 Hectares in 11 cut blocks	
OCP Designation: Rural Resource 2	Zoning: Rural Resource 2 (RR2)	ALR status: Out	DP Area: None
Contact Information: ATCO Wood Products Mike Grebinski, Layout Technician PO Box 460 Fruitvale, BC V0G 1L0 Phone: 250-367-2523 Fax: 250-367-6210 mike.grebinski@atcowoodproducts.com			
Report Prepared by: Carly Rimell, Planner			

ISSUE INTRODUCTION

ATCO Wood Products has invited the Regional District to provide comments regarding eleven proposed cut blocks (Development Area 'I') in the Box Canyon area. The proposed cut blocks are on Crown land, north of Trail, and south of Champion Lakes Provincial Park (*see Site Location Map, Referral Map and Applicant's Submission*).

PROPOSAL

ATCO proposes to harvest fir, larch, and lodgepole pine from 11 cut blocks (*see Referral Map*).

The area of each of the proposed cut blocks are as follows:

Block Number	Area of Cut (hectares)
I01	29.4
I02	36.4
I03	15.4
I04	1.1
I05	14.7
I06	8.5
I07	22.9
I08	6.1
I09	10.6
I10	29.6
I11	21.5
Total	196.2

ATCO anticipates Provincial approval will be granted by May 2015. The main focus of the cut blocks is for timber volume, with some minor forest health (*see Applicant's Submission*). If ATCO receives approval, they will be given 4 years to harvest the cut blocks. ATCO would likely be done logging these areas within the first two years.

Road access to the proposed cut blocks would be via the Bear Creek Forest Service Road, existing and proposed sections of Road Permit R09281, as well as in-block roads. In total there is 18.8 kilometers of road is proposed to be constructed with the development.

IMPLICATIONS

The proposed development is on Crown land. The proposed cut block areas are zoned 'Rural Resource 2' (RR2) in Electoral Area 'A' Zoning Bylaw No. 1460, 2014. The RR2 Zone permits extraction of primary forest materials.

The Planning and Development Department inquired if the proposed cut block areas were affected by the Mountain Pine Beetle. The Mountain Pine Beetle infests only pines, primarily lodgepole pines; since there are few lodgepole pines within these stands, they have been minimally affected by the pine beetle.

To access the proposed cut blocks ATCO has a permit to build new roads as well as in-block roads. Some of the proposed roads cross streams and creeks. The Planning and Development Department inquired how ATCO proposed to cross these streams.

ATCO stated that these are non fish bearing streams and aren't within a community watershed; consequently culverts which follow the standard engineering code of the *Forests Range and Practices Act* (FRPA) would be used for crossings. Streams also run through several of the proposed cut blocks. ATCO is required to follow FRPA which has

specific regulations for riparian management zones to try to minimize crossings of classified streams. An example of these practices include using a single designated crossing and taking extra precautions to reduce slash build up in riparian areas.

There are two domestic water licenses within the region of the cut blocks. ATCO has sent referrals to these residences on Bear Creek Road.

FRPA requires ATCO to conduct a visual impact assessment of the proposed cut blocks on surrounding areas. ATCO anticipates these proposed cut blocks within Box Canyon will have minimal visual impacts to surrounding community members.

ADVISORY PLANNING COMMISSION COMMENTS

The Electoral Area 'A' APC did not formally meet, however comments were provided via email. There are 6 members on the Advisory Planning Commission. All members had the opportunity to comment. One member abstained due to a conflict of interest, as he is employed by ATCO Wood Products. The other five members had no objections to ATCO's proposal.

BACKGROUND INFORMATION PROVIDED

Site Location Map

Referral Map

Applicant's Submission

RECOMMENDATIONS

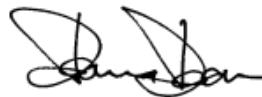
That the staff report regarding eleven proposed cut blocks submitted by ATCO Wood Products for Development Area 'I' in the Box Canyon geographic area, north of Trail, near Lawley Creek and Bear Creek on Crown Land within the RDKB Electoral Area 'A', be received.

That the Regional District Board of Directors advise ATCO Wood Products that the application for eleven proposed cut blocks for Development Area 'I' in the Box Canyon geographic area, north of Trail, near Lawley Creek and Bear Creek on Crown Land within the RDKB Electoral Area 'A', is supported.

Respectfully Submitted:

Concurrence: (Department Head)

Concurrence: (CAO)



Site Location Map

Scale 1:50,000



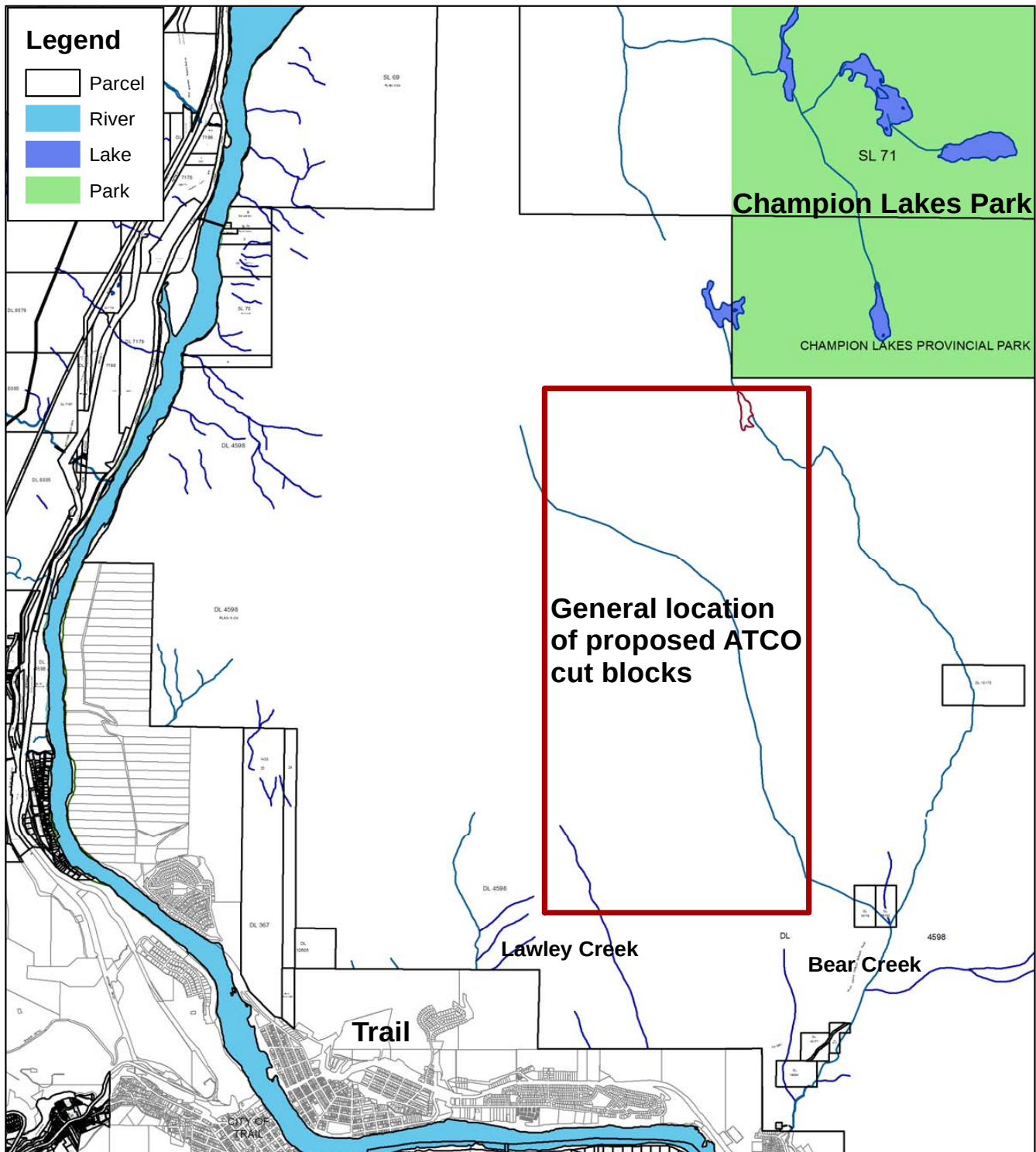
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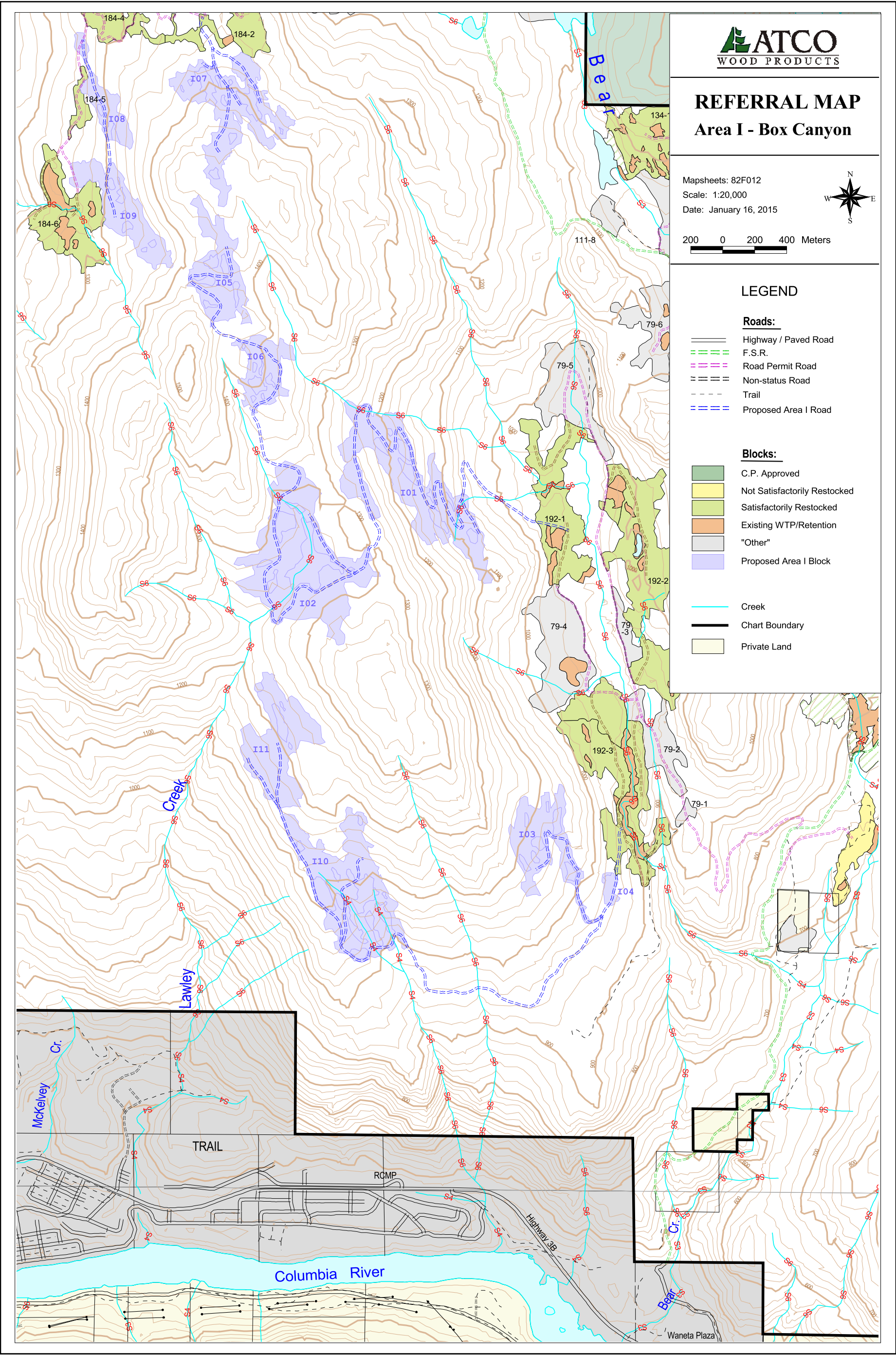
2015/01/22

Legend

-  Parcel
 River
 Lake
 Park



P:\PD\General Files\A-16 ATCO\2015\2015_Feb_CutBlocks\2015-01-22 Site Location Box Canyon APC.pdf





REGIONAL DISTRICT OF KOOTENAY BOUNDARY	
FILE #	A-16
JAN 20 2015	
DOC #	
REF. TO:	M.A.
CC:	

January 16th, 2015

Regional District Kootenay/Boundary
#202 843 Rossland Ave.
Trail, B.C.
V1R 4S8

Attn: Mark Andison

Re: Atco Wood Products, Development Area 'I' (Box Canyon) Proposed Development

This letter is to provide you with an opportunity to comment on proposed cut blocks I01 to I11 in geographic area letter 'I'. Attached is a 1:20000 scale map for your reference of approximate block locations.

The proposed cut blocks are located in the Box Canyon geographic area. The proposed blocks will be accessed via the Bear Creek Forest Service Road and existing and proposed sections of Road Permit R09281 and in-block roads. These blocks are principally being developed for timber volume, with a minor emphasis on forest health.

Additional details of this development can be viewed at the Atco Wood Products Forestry Office at 1846 1st Street, Fruitvale from 7 a.m. to 4 p.m. Monday to Friday. Please contact me by my direct line or email (see below) to set up a confirmed time or to make alternate arrangements.

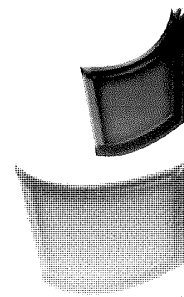
All comments must be received in writing by February 16, 2015.

Yours truly,

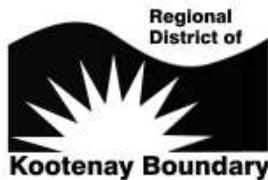
A handwritten signature in cursive script that reads "Mike Grebinski for".

Mike Grebinski
Layout Technician

MG/mg



P.O. Box 460 Fruitvale, BC V0G 1L0
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STAFF REPORT

Prepared for meeting of February 26, 2015

ALR Non-Farm Use			
To: Chair Grace McGregor and Member of the RDKB Board of Directors			
Owners (Land): Daniel E. Miller and Sonya Miller		File No: E-346-02630.000	
Agent: McElhanney Consulting Services Ltd.			
Location: 1450 Sidley Camp McKinny Road, west of Bridesville, Electoral Area 'E'/West Boundary			
Legal Description: DL 346, SDYD, Except Plan H17963 and KAP89411		Area: 126 hectares (311 acres)	
OCP Designation: N/A	Zoning: N/A	ALR status: Entirely within	DP Area: No
Contact Information: Brad Elenko McElhanney Consulting Services Ltd. Box 313 100-8305 68th Avenue Osoyoos, BC V0H 1V0 (250) 495-0499 (250) 485-7387 belenko@mcelhanney.com		Daniel and Sonya Miller RR#1 6401 Sidley Mountain Road Bridesville, BC V0H 1B0 (250) 446-2125 (778) 886-8611 trevor@millersprings.com	
Prepared by: Carly Rimell, Planner			

ISSUE INTRODUCTION

Daniel and Sonya Miller, through their agent McElhanney Consulting Services Ltd, have submitted an application to expand a non-farm use (water bottling facility) in the Agricultural Land Reserve for their property in the Sidley Mountain Area of Electoral Area 'E'/West Boundary (*see Site Location Map and Applicant's Submission*).

HISTORY / BACKGROUND FACTORS

The Miller Springs water bottling facility is located on the west side of the property adjacent to Sidley Camp McKinney Road (*see page 3 Applicant's Submission*). The water bottling facility sits on approximately 1.25 hectares (3 acres) of land.

The bottling facility was approved by the Agricultural Land Commission (ALC) as a non-farm use in 2008 by ALC resolution 118/2008. A condition of the approval was that "any expansion of buildings or increase in water extraction be submitted for consideration and approval by the Commission" (*see attached April 25, 2008 Letter from ALC*).

In 2010, the ALC approved an expansion to the water bottling facility to construct two buildings 287m² and 435m², respectively, in size (*see attached December 9, 2010 Letter from ALC*). The Commission considered that the locations of the new buildings were within the (1.25 hectare) footprint of the facility and would not have any impact on agriculture. The ALC "therefore had no objection but considered that any further expansion should only be permitted in the context of overall long term plans for the facility".

Current Uses on the Land:

The Miller Springs water bottling facility currently operates from one 2050m² building located on the west side of the parcel adjacent to Sidley Mountain Road.

A house and storage shed are located north of the water bottling facility. Historically hay was grown on the property, but the consultant states that due to economics hay has not been grown on the subject property for about 10 years. The land is currently being used as dry pasture.

Adjacent Land Uses:

The applicant lists the adjacent land uses as follows:

North	- forested and used for grazing
East	- dry land pasture and forest cover
South	- Sidley Mountain Road/vacant land used primarily for grazing
West	- adjacent to Sidley Mountain Road and Sidley Camp McKinney Road, west of the road is forest lands, pasture land and hay fields

Owners of land to the north clarified that they have not used their land for grazing for the last 10 years to protect surface and ground water from contamination. The same owner says that hay has been produced on parcels to the east, south and west of the subject parcel for most of the past 10 years.

PROPOSAL

The current application provides details regarding expansion and long term plans for Miller Springs, which is proposed to take place in 4 Stages (*see Applicant's Submission*). The owner anticipates that the expansion will take seven years to complete. The

expansion plans involve the construction of a new building to house the plant's diesel power generator, additions to existing buildings, and increased production volume that will result in an additional 50,000 litres of water (an 8 times increase) being drawn from the Miller Springs well.

The proposed increase to the capacity of the plant is designed to meet the growing demand in the local Canadian market and the export market. The four stages of the expansion plans are as follows:

1. Relocation of the plant's diesel power generating plant from within the plant to a separate building to the east.
2. Interior renovations and improvements including a second bottle line.
3. A 232m² expansion for a new storage area in the south central portion of the structure, and a 232m² expansion to both the south west and south portions of the existing building for shipping bottled water and receiving raw material deliveries. Addition of a third bottle line and installation of a bottle maker.
4. Another 232m² expansion to the southwest portion of the building for shipping bottled water, and a 464m² expansion to the south east portion of the existing building for receiving raw material deliveries

All of the proposed facility expansions are within the 1.25 hectare site area that has been approved for non-farm use.

IMPLICATIONS

The subject property is in Electoral Area 'E'/West Boundary. There are no zoning or OCP Bylaws in Electoral Area 'E'/West Boundary, which if in place could affect the proposal.

A number of residents of the area expressed concern that the capacity of their wells has reduced significantly over the past few years (*see attached emails and letters expressing concern with expansion proposal*). The emails and letters raise a number of issues including present level of production.

The implications of the expansion plans fall into four categories:

- Increased water extraction from the well;
- On-site manufacturing of plastic water bottles;
- Increased truck traffic to the site; and
- Whether additional jobs will be for locals.

Increased Water Extraction from the Well

The expansion will result in an increase of 50,000 liters of water per day being drawn from the Miller Springs well. The consultant states that the current draw on the well is approximately 6,250 litres/day; the proposed increase is 8 times more than the current draw. There is an existing domestic water license for surface water for the subject parcel; however the Province does not currently issue groundwater licenses for

extractions of less than 75 litres/second. The Province is however considering requiring licenses for smaller volumes as part of the implementation of the new *Water Sustainability Act*.

The report submitted by the consulting company stated the extra water being drawn from the well will have no impact on the wells in the area that are being used for agricultural purposes. The consultant maintains they came to this conclusion by referencing the historical demands on the aquifer. The consultant stated that under previous agricultural use of producing hay, the aquifer was used to supply a minimum of 2,045 litres per minute, 24 hours per day for 160 days, to irrigate hay fields with no impact on the aquifer. The consultant estimates this amounted to a minimum water usage of nearly 3,000,000 litres per day.

On-Site Manufacturing of Plastic Water Bottles

The expansion plans include the provision of on-site manufacturing of water bottles. Raw materials will be delivered to the site for production of bottles. Concerns have been expressed regarding what chemicals will be required for the bottle making process, and how waste will be managed.

Increased Truck Traffic to the Site

The consultant maintains that currently there are approximately 2.5 transport truck trips per week to/from the bottling plant. In the proposed expansion scenario there would be significantly fewer trips for inputs since the facility plans to blow its own bottles on site for the bottling lines, which would lead to a 90 percent decrease in vehicle deliveries. Overall the consulting company maintains the output would be 1.5 trips per week from the site, but only 1 trip every month for inputs, for a total of 1.58 transport truck trips per week, resulting in an overall reduction of almost 1 transport truck per week. The transport trucks would use the current route of access which is Wagon Wheel Road then Sidley Camp McKinny Road.

The consultant stated that dust control for the parking and truck turning area would be achieved by paving the entrance to the bottling plant as well as the truck turning area.

Whether Additional Jobs Will be for Locals

The consultant suggests that the proposed expansion plans to the Miller Springs plant could result in employment of up to 18 people. Employment would likely be for locals, most of which are involved in farming in the area and would provide the opportunity for supplementary income.

Members of the public have expressed concern that employment may not necessarily be offered to locals since there is some foreign ownership and investment in Miller Springs; however this is not something local government has control over. It would make sense to employ individuals that live close by since there is no provision for on-site housing.

ADVISORY PLANNING COMMISSION COMMENTS

While the Advisory Planning Commission for Electoral Area 'E'/West Boundary did not explicitly object to the proposal, they did express a number of concerns:

- Concerns were raised on the impact of Miller Springs increasing the water draw from 6,250 litres/day to 56,250 litres/day. There were questions surrounding the additional draw of water and the affect on the region's aquifer. As the meeting progressed the conclusion was drawn that the proposed amount of water would be minimal compared to the water that has been used to irrigate hay fields in the past. Ultimately the members came to the conclusion that it would have minimal impact on the overall water supply in that region. That being said there were still concerns raised as to whether the water should be used for agricultural purposes rather than industrial purposes. Another concern expressed was export of water from the area. The APC also noted concern that there was no information available to determine what could happen to the water availability.
- Concerns will also raised regarding the environmental impact of the proposed on-site manufacturing of bottles i.e. fumes, disposal of flawed bottles, and cleansers. It was felt that flawed plastic bottles would be recycled and that all cleaning solutions currently being used are of food grade cleaner levels and consequently environmentally friendly.
- Other concerns raised were regarding additional employment opportunities and if they would benefit the region.

The APC also made the following recommendations:

	APC Recommendations	Planning Staff Comments
1.	Refer this application back to the District Board for further consideration as well as conduct a public forum on the impact on water availability of this proposed development.	This application is being referred to the RDKB's Board of Directors. It would be outside the RDKB's authority to hold a public forum regarding this application since it is an application to the ALC.
2.	Recommend that the District request the Okanagan Basin Water Board to do a study to obtain more information on water use and water levels in this area both ground water and the aquifer.	There would be significant costs associated with such a study and the RDKB would be required to provide funding.

	APC Recommendations	Planning Staff Comments
3.	Request the District to have Miller Springs provide information on the following with respect to employment opportunities: a. How many full-time/part-time positions would be created with this proposed expansion? b. What would be the wages for these positions? c. Would these positions be permanent or temporary? d. Would these position provide local employment and at what levels?	The Regional District would not request this type of detailed information as part of an application to another government body i.e. the Agricultural Land Commission.

PLANNING AND DEVELOPMENT DEPARTMENT STAFF COMMENTS

The ALC has now established 2 zones within the ALR. The Regional District of the Kootenay Boundary is within Zone 2. When exercising a power under the *Agricultural Land Commission Act* in relation to land located in Zone 2, the commission must consider the following, in descending order of priority:

- a) the purposes of the commission set out in section 6;
 - to preserve agricultural land;
 - to encourage farming on agricultural land in collaboration with other communities of interest;
 - to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of agricultural land and uses compatible with agriculture in their plans, bylaws and policies.
- b) economic, cultural, and social values;
- c) regional and community planning objectives;
- d) other prescribed considerations.

The ALC, in previous decisions for the subject property, has stated that the bottling facility does not have a negative impact on agriculture in the area. The plant does provide an economic benefit to the area; however the economic benefit should be considered in relation to the possible impact of the capacity of the aquifer. Historically applications to the Agricultural Land Commission for Electoral Area 'E'/West Boundary have been forwarded without a recommendation. Planning and Development Department staff and the Board of Directors have felt that without an Official Community Plan or Zoning Bylaw for Electoral Area 'E'/West Boundary there is no policy context to form a valid recommendation. While a recommendation is not included, all supporting information is passed along to the Agricultural Land Commission for their consideration.

BACKGROUND INFORMATION PROVIDED*Site Location Map**Applicant's Submission**April 25, 2008 Letter from ALC**December 9, 2010 Letter from ALC**Emails and Letters Expressing Concern with Expansion Proposal***RECOMMENDATIONS**

That the staff report regarding the application for non-farm use for the Miller Spring water bottling facility submitted by McElhaney Consulting Company on behalf of Dan and Sonya Miller on the parcel legally described as DL 346, SDYD, except Plan H17963 and KAP89411 west of Bridesville in Electoral Area 'E'/West Boundary, be received.

That the Regional District of Kootenay Boundary Board of Directors advise that the development proposal submitted by McElhaney Consulting Company on behalf of Dan and Sonya Miller for the expansion plan to the Miller Springs water bottling facility on non-farm use land within the ALR on the parcel legally described as DL 346, SDYD, except Plan H17963 and KAP89411 west of Bridesville be forwarded to the Agricultural Land Commission without a recommendation.

*Respectfully Submitted:**Concurrence: (Department Head)**Concurrence: (CAO)*





2015/01/13

Site Location Map

Scale 1:100,000

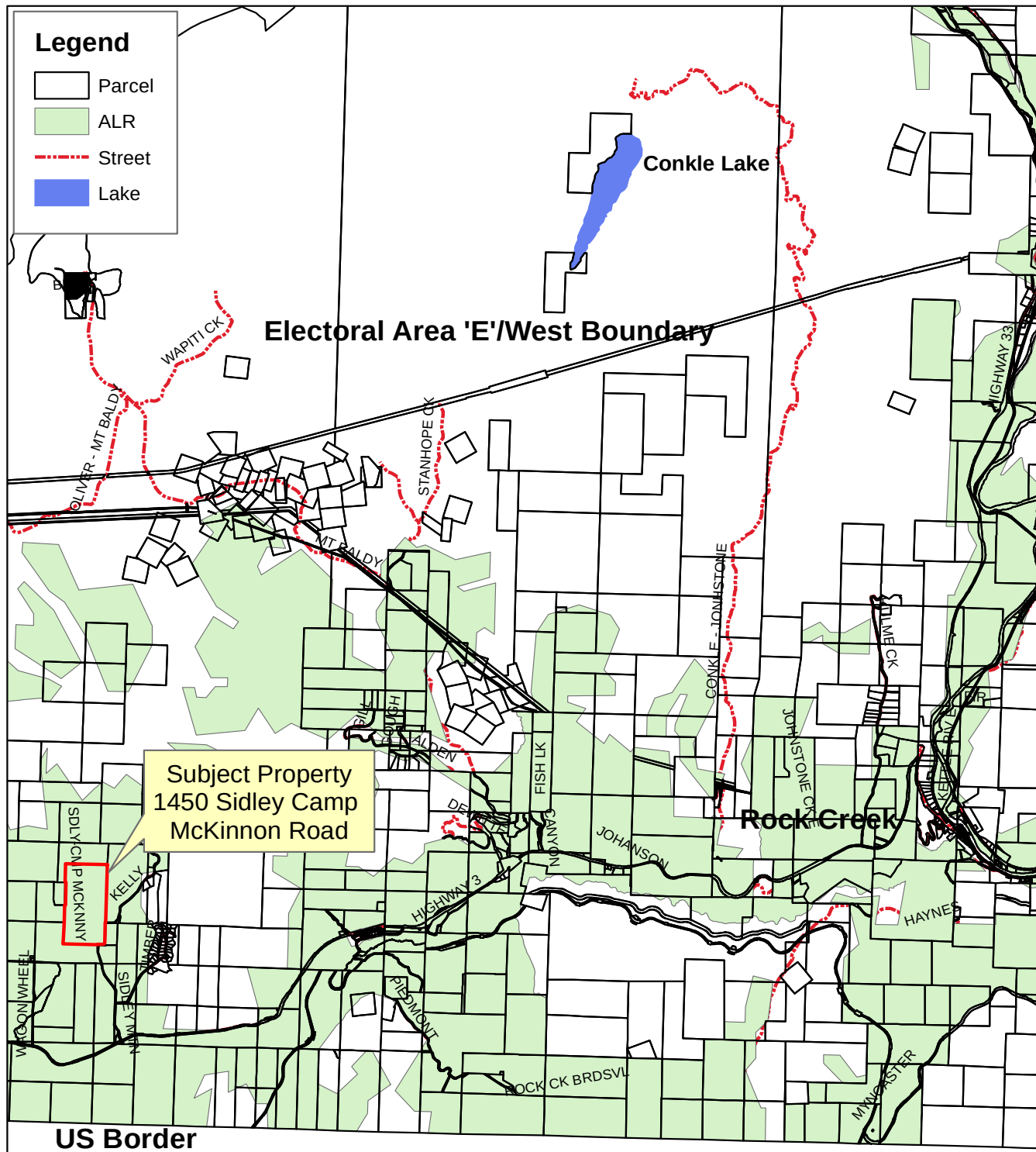


0 500,000 2,000 3,000 4,000 5,000

Meters

Legend

- Parcel
- ALR
- Street
- Lake



P:\PD\IEA_E\IE-346-02630.000 Miller\2015_ALR_NonFarmUse\APC\2015-01-13 Site Location Map Miller.docx

SUPPLEMENTARY INFORMATION

**APPLICATION BY LAND OWNER
PURSUANT TO SECTION 20(3) OF THE
AGRICULTURAL LAND COMMISSION ACT**

**DL 356 Similkameen Division Yale District,
Except Plans H17963 and KAP89411**

**Prepared for:
Dan and Sonya Miller**

December 2014

This ALR application is a request to allow Miller Springs to expand their bottling facility within the development footprint that has already been approved by the ALC. At the advice of the ALC, this application is being submitted as a non-farm use application under section 20(3) of the *Agricultural Land Commission Act*.

The subject property is located close to the community of Bridesville within the Regional District of Kootenay Boundary. More specifically, the subject property is located approximately 1 kilometer north of Highway #3 and is situated adjacent to Sidley Mountain Road.

CURRENT USE OF LAND

Existing Uses

There is a house and storage shed located on the west central portion of the subject property. Hay was historically grown on the property, but the economics of growing hay has not been good and therefore hay has not been cut from the property for approximately 10 years. The land is currently used for dry land pasture.

The Miller Springs water bottling facility is located on the south side of the property adjacent to Sidley Mountain Road. The bottling facility was approved by the ALC as a non-farm use in 2008 by ALC resolution 118/2008, and in 2010, the ALC approved an expansion to the water bottling operation. The area of land that the Miller Springs water bottling facility is situated on is approximately 1.25 ha. The Miller Springs water bottling facility presently operates from one 2050 m² structure that is located on the south side of the property adjacent to Sidley Mountain Road.

The location of the Miller Springs water bottling facility on the Miller's property is shown in Illustration 2.

USES ON ADJACENT LOTS

North

The properties north of the subject property are covered by forest and are used for grazing.

South

Sidley Mountain Road is located on the south side of the property and adjacent to the road is vacant land used primarily for grazing.

East

The east side of the subject property is adjacent to land that contains dry-land pasture and lands which contain forest cover.

West

The west side of the subject property is adjacent to Sidley Mountain Road and Sidley – Camp McKinney Road. Land west of the road is forest lands, pasture land and land used for hay production.

DL 1809s

711s

1515

Miller Springs Water Source

DL 891

1435

Residence, yard and shop

1449 1430

Miller Springs Well

DL 346

DL 1291s

6425

6429

SOLEY MOUNTAIN ROAD

1430

Miller Springs bottling facility

S 17

PLAN 87377

1360

E 1/2 OF SE SEC 17 TP

DL 913s

6470

WAGONWHEEL ROAD

PLAN 21307

6325

1370

WAGONWHEEL ROAD

PROPOSAL

On March 25, 2008, the ALC approved an application to allow the Miller Springs water bottling facility to exist on the subject property. The resolution passed by the ALC stated "...the non-farm use component of the application to continue operating the bottling facility for Miller Springs be allowed in its present form and capacity on the condition that any expansion of buildings or increase in water extraction be submitted for consideration and approval by the Commission." Miller Springs is now proposing a facility expansion, and in accordance with the Commission's 2008 resolution, this application is a request to approve the proposed facility expansion.

The purpose for the request for an expansion to the water bottling facility is to increase the capacity to produce, bottle and store a larger quantity of water. This application deals with the overall strategy of increasing the capacity of the plant to meet the growing demand in the local Canadian market and increase the export market by installing a second bottling line.

It is also planned that the plant will blow its own bottles on site to provide bottles for the bottling lines. This will not only reduce production costs but decrease the volume of vehicle deliveries to the site by ninety percent. In addition, a separate building for the generator is required as this equipment needs to be located 10 metres away from the bottling facility.

All of the proposed facility expansions, with the exception of a new detached generator building, will be connected to the south side of the existing plant and will occur within the 1.25 ha site area that has always been considered as the site area for the Miller Springs bottling facility and presently used for driveways and parking.

The overall improvements and facility expansions will allow an additional 50,000 litres of water per day to be drawn from the Miller Springs well, which will not have any effect on the other wells on the property that are used for agricultural purposes.

As the water bottling facility expands, the number of shifts employed on the bottling lines would be increased to a double shift which would increase employment at the plant by up to 18 people.

Miller Springs has prepared a detailed and comprehensive facility expansion plan that includes both renovations and improvements to the interior of the existing plant and equipment, and includes expansion to the existing building to accommodate more space for new facility equipment as well as to increase storage and delivery areas. Attached is the Miller Springs comprehensive expansion plan which explains the proposed expansion over 4 stages, and provides a site plan which shows where the expansions are proposed. Provided below is a summary of the relevant expansions to the exterior of the building and what stage the improvements will occur.

Stage 1 improvements will include the relocation of the plant's diesel power generating plant from a location within the plant to a separate building on the east side not connected to the plant.

Stage 2 improvements will not result in any exterior expansions plans but rather will only result in interior renovations and improvements.

Stage 3 improvements will include a 232 m² expansion for a new storage area in the south central portion of the structure, and will also include a 232 m² expansion to both the south west and south portions of the existing building for shipping bottled water and receiving raw material deliveries.

Stage 4 improvements will include another 232 m² expansion to the southwest portion of the building for shipping bottled water, and an additional 464 m² expansion to the southeast portion of the existing building for receiving raw material deliveries.

The expansion to the shipping and receiving areas is being phased over time to allow the building to expand consistent with the business needs. It is anticipated that the time period to complete the 4 stages of the expansion plans will be 7 years, with stage 1 construction planned for the spring of 2015. Timing of the improvements will be dependent on the business's market growth. Details of the 4 stages of the expansion plans are attached to this supplemental information.

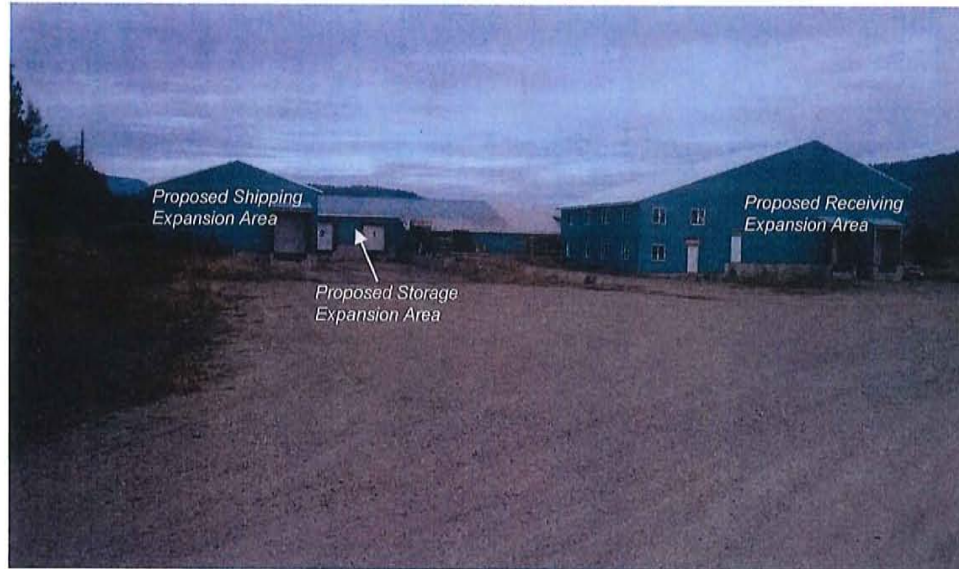
RATIONALE AND SUPPORT FOR PROPOSED SUBDIVISION

The following rationale and justification are provided in support of the Miller Springs facility expansion plans.

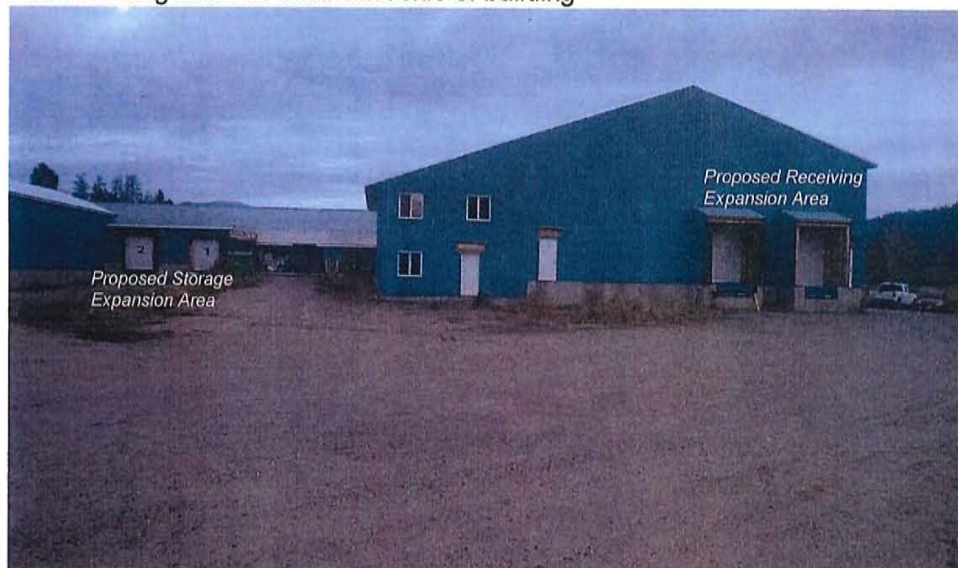
1. The proposed expansion of the bottling facility will not occur on any farm land but rather will occur on land that is currently used as driveway areas.
2. The proposed expansion of the bottling facility will occur on land that is wholly within the 1.25 ha. site development plan that was presented to the ALC in the original application that approved the non-farm use in 2008.
3. The expansion plans for the new bottling line will result in an additional 50,000 litres of water being drawn from the Miller Springs well which will not have any impact on the wells in the area that are being used for agricultural purposes.
4. The proposed expansion plans to the Miller Springs plant could result in increased employment of up to 18 persons within the plant. Employment would likely occur for locals, most of which are involved in farming in the area, which will provide supplementary income that will help support farm families in the area.

SITE PHOTOS

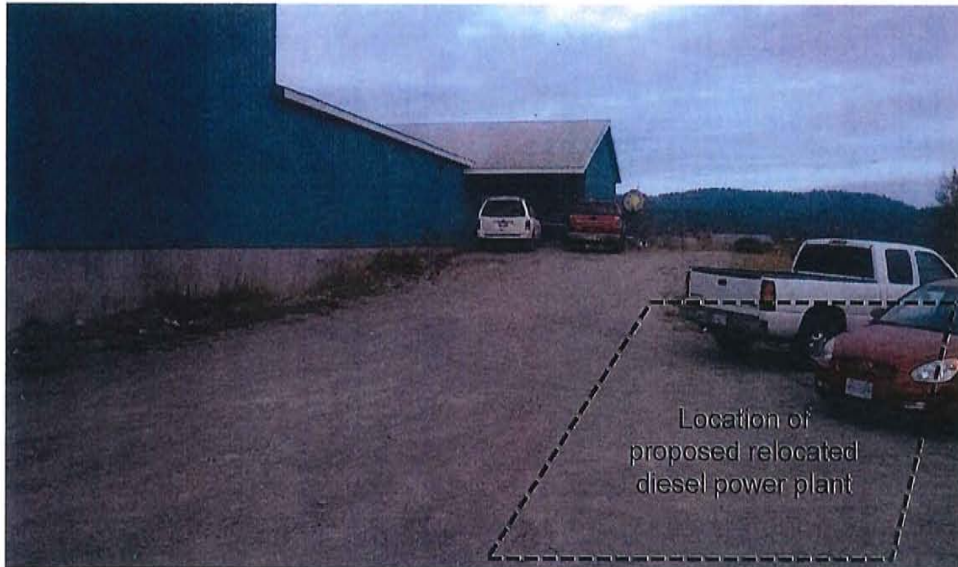
View looking north at south side of Miller Springs facility



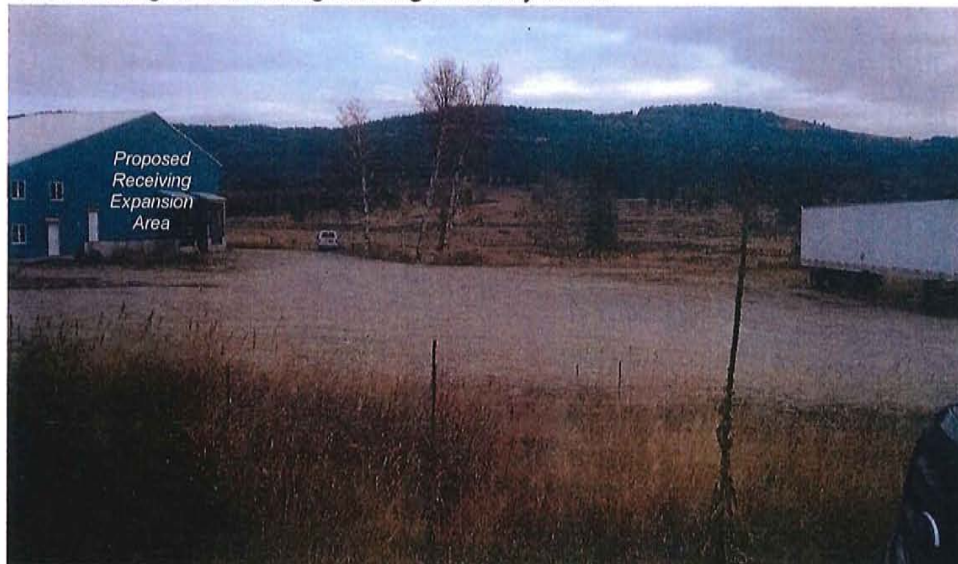
View looking north at southeast side of building

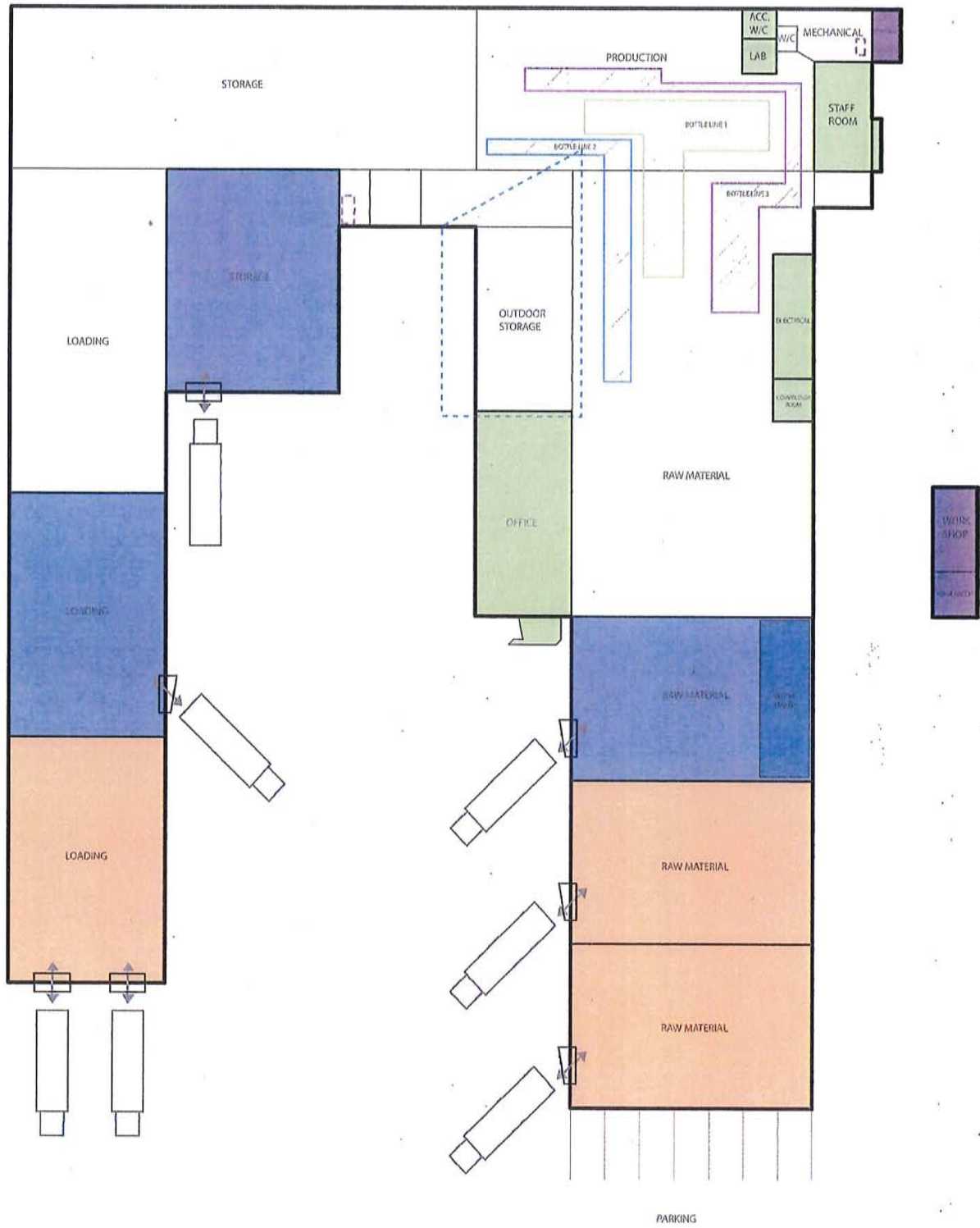


View looking north at east side of southeast side of building

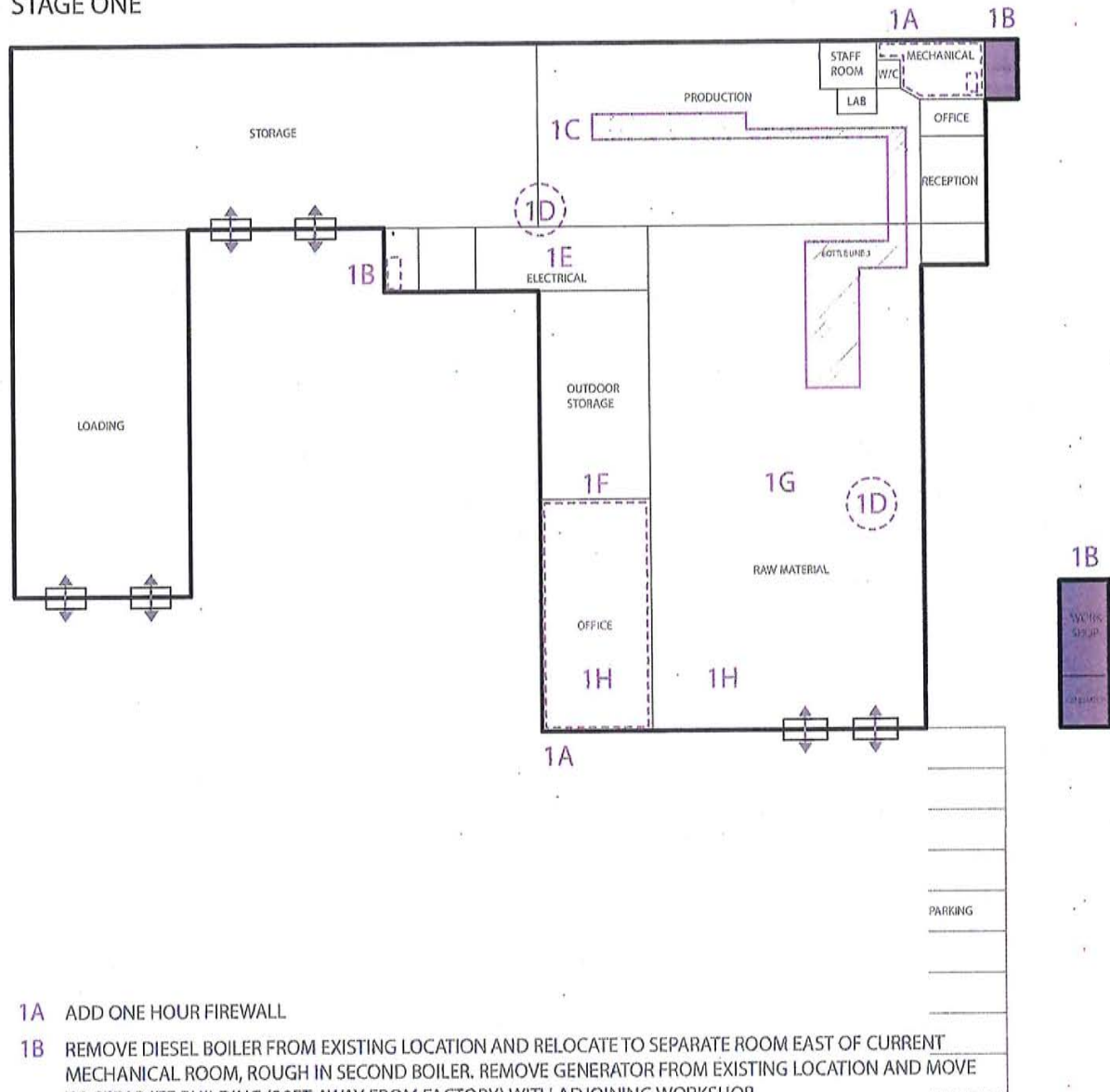


View looking east showing existing driveway areas



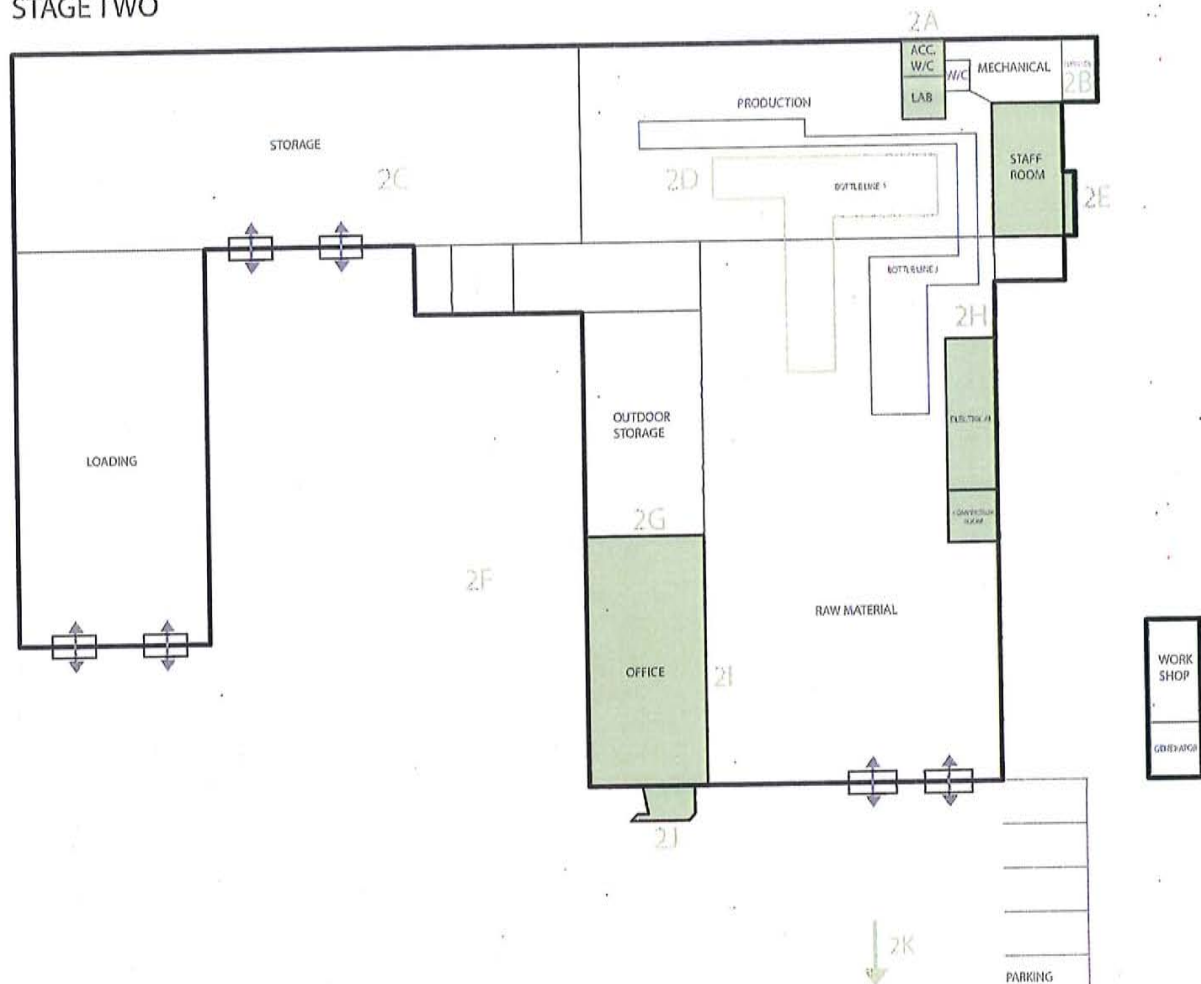


STAGE ONE



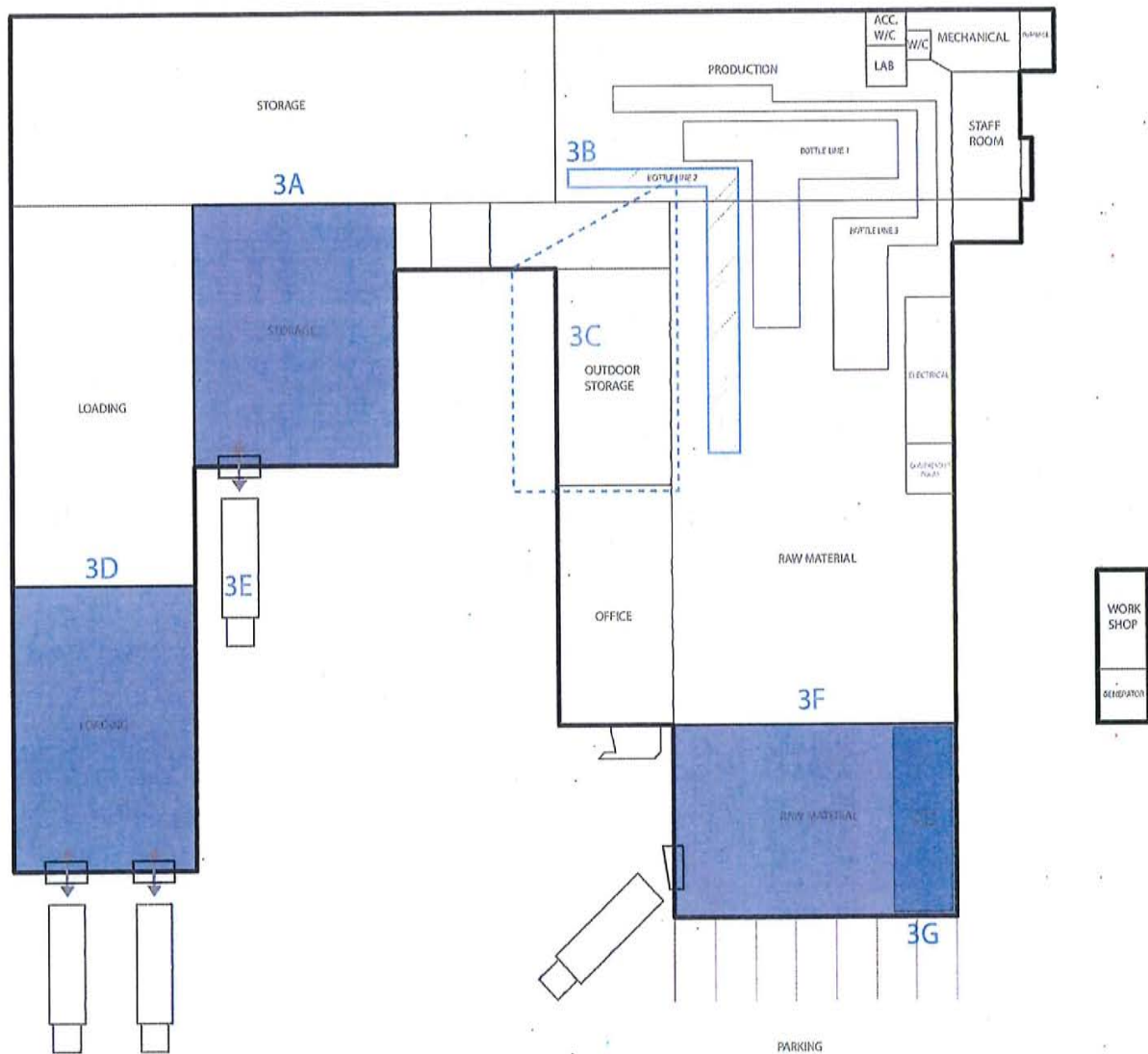
- 1A ADD ONE HOUR FIREWALL
- 1B REMOVE DIESEL BOILER FROM EXISTING LOCATION AND RELOCATE TO SEPARATE ROOM EAST OF CURRENT MECHANICAL ROOM, ROUGH IN SECOND BOILER. REMOVE GENERATOR FROM EXISTING LOCATION AND MOVE TO SEPARATE BUILDING (30FT AWAY FROM FACTORY) WITH ADJOINING WORKSHOP
- 1C ADD NEW BOTTLE LINE *ACTUAL LAYOUT AND DESIGN OF BOTTLE LINES TO BE DESIGNED BY CHINESE PROVIDER AND FLOOR MANAGER, COORDINATED BY ARCHITECT*
- 1D REPAIR LEAKS
- 1E REMOVE ALL MOLDY INSULATION, KILL LIVE MOLD, REPLACE INSULATION
PROVIDE NEW ROOF WHERE NEEDED
SEPARATE ELECTRICAL ROOM FROM BOTTLING AREA
CLEAN UP HAZARDOUS ELECTRICAL WIRING, CUT AWAY ROOF WHERE FORKLIFT TOUCHES LOADING BAY
- 1F ADD WATERPROOF MEMBRANE FROM A NEW SAW CUT INTO PRESENT CONCRETE AND 2' UP THE SIDING
- 1G REMOVE ALL MOLDY INSULATION, KILL LIVE MOLD, REPLACE INSULATION
PROVIDE NEW ROOF WHERE NEEDED, ADD FLASHING TO TOP OF BUILDING
- 1H REPAIR CROSS BRACING TO TRUSSES

STAGE TWO



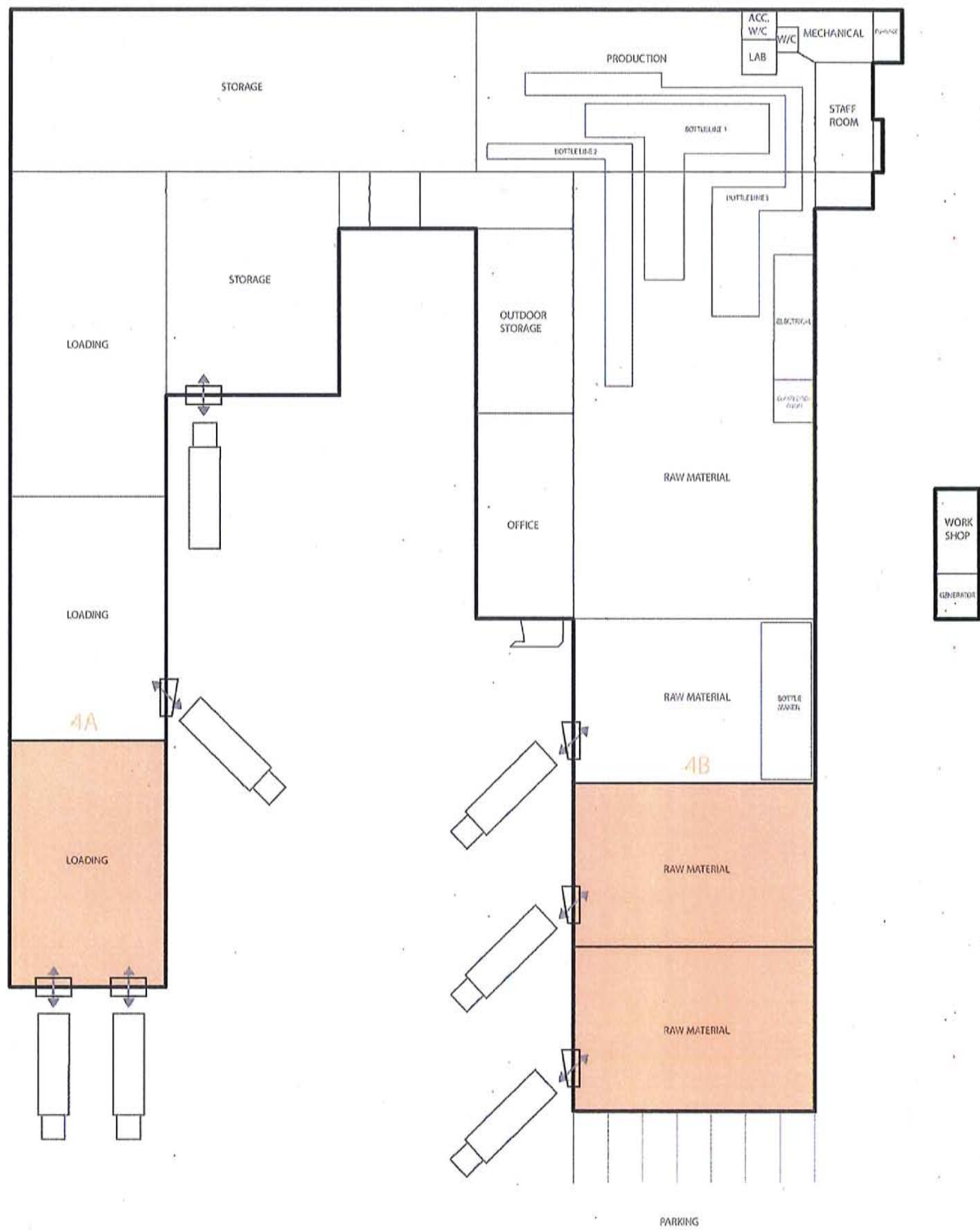
- 2A ADD ACCESSIBLE BATHROOM, EXTEND LAB
- 2B ADD SECOND BOILER TO FURNACE ROOM
- 2C RENOVATE OLD BUILDING, ADD NEW CONCRETE TOPPING ON FLOOR AND DRYWALL WALLS WHERE NEEDED
- 2D REPLACE ORIGINAL BOTTLE LINE WITH GLASS BOTTLE LINE (PARTIALLY ENCLOSED) *ACTUAL LAYOUT AND DESIGN OF BOTTLE LINES TO BE DESIGNED BY CHINESE PROVIDER AND FLOOR MANAGER, COORDINATED BY ARCHITECT*
- 2E CONVERT TO STAFF ROOM W/ KITCHENETTE
- 2F SMOOTH OUT YARD, ADD BLACK TOP AND ROAD MULCH ACCORDINGLY
- 2G RELOCATE OFFICES AND RECEPTION AREA INCLUDING: RECEPTION AND WAITING AREA, OFFICES FOR ALL STAFF, BATHROOMS, LABELING/PRINTING ROOM, MEETING ROOM, AND SEPARATE TRUCKER'S LOUNGE ROOM AND BATHROOM
- 2H RELOCATE ELECTRICAL ROOM TO EAST AND ADD COMPRESSOR ROOM
- 2I MOVE FACTORY DOOR TO HALF LANDING AND REDIRECT STAIRS ACCORDINGLY
- 2J ADD NEW ENTRY VESTIBULE W/ TRACE LOGO
- 2K ADD SIGNAGE AT HIGHWAY TURNOFF

STAGE THREE



- 3A ADD 2400 SQFT INFILL W/ TWO PICK UP GATES
- 3B ADD THIRD BOTTLE LINE *ACTUAL LAYOUT AND DESIGN OF BOTTLE LINES TO BE DESIGNED BY CHINESE PROVIDER AND FLOOR MANAGER, COORDINATED BY ARCHITECT*
- 3C ADD ROOF OVER PALETTE STORAGE
- 3D ADD 2400 SQFT TO CURRENT PICK UP LINE AND MOVE LOADING BAYS TO SOUTH END
- 3E PURCHASE PICK UP/ DELIVERY TRUCKS (?)
- 3F ADD 2400 SQFT TO EXISTING RAW MATERIAL AREA, MOVE LOADING BAYS TO WEST WALL FOR FUTURE EXPANSION
- 3G PURCHASE AND INSTALL BOTTLE MAKER

STAGE FOUR



4A ADD 2400 SQFT INCREMENTALLY TO LOADING AREA AS NEEDED

4B ADD 2400 SQFT INCREMENTALLY TO RAW MATERIAL AREA AS NEEDED



Agricultural Land Commission
133-4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604-660-7000
Fax: 604-660-7033
www.alc.gov.bc.ca

April 25, 2008

Reply to the attention of Jennifer Carson
ALC File: Q-37808

Urban Connections
P.O. Box 313 - Ste 100 - 8305 - 68th Avenue
Osoyoos, BC V0H1V0



Dear Mr. Elenko:

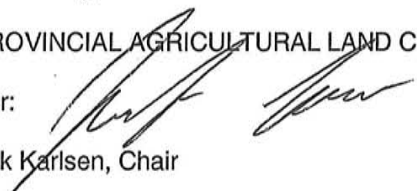
Re: Application for Non farm use and to Subdivide land in the Agricultural Land Reserve

Please find attached the Minutes of Resolution # 118/2008 outlining the Commission's decision as it relates to the above noted application. As agent, it is your responsibility to notify your client(s) accordingly.

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION

Per:


Erik Karlsen, Chair

cc: Regional District of Kootenay-Boundary (E-346-02630-000)

Enclosure: Minutes



MINUTES OF THE PROVINCIAL AGRICULTURAL LAND COMMISSION

A meeting was held by the Provincial Agricultural Land Commission on March 25, 2008 Grand Forks, B.C.

PRESENT:	Monika Marshall	Chair, Kootenay Panel
	Carmen Purdy	Commissioner
	D. Grant Griffin	Commissioner
	Jennifer Carson	Staff

For Consideration

Application: # Q- 37808
 Applicant: Daniel & Sonya Miller
 Agent: Urban Connections
 Proposal: To subdivide the 128.6 ha subject property into two (2) equal halves of 64.3 ha for an existing spring water bottling facility on the property.
 Legal: PID: 007-496-664
 District Lot 346, Similkameen Division of Yale District, Except Plan H17963
 Location: Sidley Mountain Road, North of Highway 3 and West of Bridesville.

Site Inspection

A site inspection was conducted on March 25, 2008. Those in attendance were:

- | | |
|--------------------|-----------------------|
| • Monika Marshall | Chair, Kootenay Panel |
| • Carmen Purdy | Commissioner |
| • D. Grant Griffin | Commissioner |
| • Roger Cheetham | Staff |
| • Jennifer Carson | Staff |
| • Dan Miller | Applicant |
| • Brad Elenko | Agent |

The Commission met with the applicant, Dan Miller and his agent Brad Elenko on the subject property to discuss the application. Mr. Elenko explained that the application had two parts. The first portion of the application is to request permission from the Commission to continue the existing non farm use of the bottling company on the subject property. In a previous decision for an application on the subject property the Commission requested that Mr. Miller put in a non-farm use application to legitimize the existing non farm use activity on the property. The second portion of the application is to subdivide the subject property in half in order to allow Mr. Miller to sell half of the property containing the bottling facility as well as the part of the property at close to the northern boundary where the spring comes to the surface. Mr. Elenko explained that the rationale for subdividing the property is that Miller Springs as a company has recently sold private shares. The owners of these private shares have indicated a desire to own the property containing the bottling facility and the source of the water spring; however, do not want to own the entire property. Mr. Elenko also explained that the Millers built the bottling facility on the portion of the property with the lowest agricultural capability described as being a gravel pit area.

Mr. Miller then discussed the current use of the property for hay production which amounts to approximately 81.0 ha of the 128.6 ha property. It was explained that if the subdivision were to be approved, Mr. Miller would sell the western parcel of the property to Miller Springs and retain ownership of the eastern parcel. Furthermore, Mr. Miller

Page 2 of 3 Resolution # 118/2008
Application # Q-37808

mentioned that he was planning on leasing the 19.0 ha of arable land currently in hay on the proposed western parcel from the Miller Springs company and plant aronia berries. The Commission asked as to whether the Millers may be able to lease the bottling facility and spring area to the company instead of subdividing. Mr. Miller responded that the private shareholders would prefer to simply own the bottling company and were not interested in participating in agricultural activities.

Context

The proposal was weighed against the purposes of the Commission as stipulated in section 6 of the *Agricultural Land Commission Act* (the "Act"). They are:

1. to preserve agricultural land
2. to encourage farming on agricultural land in collaboration with other communities of interest, and
3. to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of agricultural land and uses compatible with agriculture in their plans, bylaws and policies.

Discussion

Assessment of Agricultural Capability

In assessing agricultural capability, the Commission refers in part to agricultural capability mapping and ratings. The ratings are interpreted using the Canada Land Inventory (CLI), 'Soil Capability Classification for Agriculture' system, or the BC Land Inventory (BCLI), 'Land Capability Classification for Agriculture in B.C.' system.

The agricultural capability of the soil of the subject property is

- Class 3 – Land in this class has limitations that require moderately intensive management practices or moderately restrict the range of crops, or both.
- Class 4 – Land in this class has limitations that require special management practices or severely restrict the range of crops, or both.
- Class 5 – Land in this class has limitations that restrict its capability to producing perennial forage crops or other specially adapted crops.

Subclasses

P stoniness
T topography
W excess water

Assessment of Agricultural Suitability

The Commission assessed whether the external factors such as encroaching non-farm development have caused or will cause the land to become unsuitable for agriculture. The Commission does not believe there are external factors that render the land unsuitable for agricultural use.

Assessment of Impact on Agriculture

The Commission also assessed the impact of the proposal against the long term goal of preserving agricultural land. The Commission noted that the previous subdivision application on the subject property was refused as at that time the Commission believed

Page 3 of 3 Resolution # 118/2008
Application # Q-37808

that the property was suitable for agricultural use as a unit. The Commissioners also discussed their reluctance to break up large agricultural properties. The Commission believes the proposal would adversely impact existing or potential agricultural use of surrounding lands.

Assessment of Other Factors

The Commissioners discussed the proposal extensively. The Commissioners had no issue with the existing bottling facility and recognized that the facility had been placed on the least productive land and that the local jobs could help supplement adjacent farm operations. With regard to the subdivision request, the Commission reiterates its previous position that it is in the best interest of agriculture to keep this property as one unit.

With regards to the non-farm use portion of this application, the Commission requires that any proposed physical expansion of the facility or increase in the amount of water extracted be submitted to the Commission for review and comment before implementation. These requests for expansion can be submitted with reference to this application and will not require a new application.

Conclusions

1. That the land under application has agricultural capability and is appropriately designated as ALR.
2. That the land under application is suitable for agricultural use.
3. That the subdivision proposal will negatively impact agriculture.
4. That the subdivision proposal is inconsistent with the objective of the *Agricultural Land Commission Act* to preserve agricultural land.

IT WAS

MOVED BY: Commissioner Griffin
SECONDED BY: Commissioner Marshall

THAT the subdivision component of the application be refused as submitted.

AND THAT the non-farm use component of the application to continue operating the bottling facility for Miller Springs be allowed in its present form and capacity on the condition that any expansion of buildings or increase in water extraction be submitted for consideration and approval by the Commission.

This decision does not relieve the owner or occupier of the responsibility to comply with applicable Acts, regulations, bylaws of the local government, and decisions and orders of any person or body having jurisdiction over the land under an enactment.

CARRIED

Resolution # 118/2008



Agricultural Land Commission
133-4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604 660-7000
Fax: 604 660-7033
www.alc.gov.bc.ca

9th December 2010

Reply to the attention of Ron Wallace
ALC File:37808

Dominic Unsworth
Robert McKenzie Architect Inc.
102-100 Nanaimo Avenue
Penticton, BC
V2A 1M4

Dear Sir:

Re: Request to expand a Non-farm Use in the Agricultural Land Reserve

With reference to the plans submitted to this office on 20th October 2010 please find enclosed the record of the meeting held by the Commission to review the proposals. Please advise your clients accordingly.

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION

Per:

Brian Underhill, Executive Director

cc: Regional District of Kootenay Boundary (E-346-02630-000)
Enclosure: Record of Meeting

rc/
37808m1



RECORD OF MEETING OF THE PROVINCIAL AGRICULTURAL LAND COMMISSION

A meeting was held by the Provincial Agricultural Land Commission on 16th November 2010 in Creston, BC

PRESENT:	Richard Bullock	Chair of Commission
	Barry Minor	Chair, North Panel
	Jerry Thibeault	Commissioner
	Gordon Gillette	Commissioner
	Roger Cheetham	Staff

For Consideration

A request has been received from the applicant to expand his water bottling warehouse approved by the Commission in terms of Resolution Number 118/2008. The approval specifically required that any physical expansion of the facility be submitted to the Commission for review. The expansion comprises two buildings 297 m² and 435m² respectively in size. Plans of the extensions were submitted with the request.

Application:	37808
Applicant:	Daniel and Sonya Miller
Agent:	Urban Connections
Legal:	District Lot 346, SDYD, Except Plan H17963
Location:	Sidley Mountain Rd., North of Hwy 3 and West of Bridesville

Site Inspection

A site inspection was conducted on 16th November 2010. Those in attendance were:

•	Richard Bullock	Chair of Commission
•	Barry Minor	Chair of Kootenay Panel
•	Jerry Thibeault	Commissioner
•	Gordon Gillette	Commissioner
•	Roger Cheetham	Staff
•	Daniel Miller	Applicant

The Commission noted that the extensions have already been commenced. Mr. Miller explained that his business has expanded and he requires the extra warehouse space to store his bottles. He pointed out that the quantity of water that was being abstracted from his well has no material impact on the availability of ground water for agriculture and is probably less than would be consumed by cattle if he were to use the property for ranching purposes.

Discussion

The Commission considered that the locations of the new buildings are within the footprint of the facility and will not have any impact on agriculture. It therefore had no objection but considered that any further expansion should only be permitted in the context of overall long term plans for the facility.

16/02/2015

Shannon Witt-Janzen - Messages

**Shannon Witt-Janzen**

Hi Vicki, my husband and I own land at the end of Wiggins rd that is our future homesite. I am concerned about this Miller Springs water issue as a landowner in the area. We have noticed quite a decrease in the last two years to the water level in our spring for which we have a water license to draw water for livestock use. This past summer and fall it contained hardly more than what would fill 2 bath tubs and about Ten times less than 2013. This is without a huge increase being drawn from a neighbouring business. I would call for serious thought and care for the future health of the water aquifer in the Sidley Mt area before granting the business such a huge increase in output and for a bottle making plant to be installed in the area. I cannot be up at the meeting, but please register our concern for this application. Shannon and Chad Janzen



2/1, 10:50pm

[Expand](#)
[Show Images](#)**Vicki Gee**

I will pass your comments on. Thank you.

Seen Feb 2



Donna Dean

From: ralph palmer [sidleyvalleyranch@gmail.com]
Sent: February-09-15 12:01 PM
To: Donna Dean
Cc: Vicki Gee
Subject: Re: Miller Springs Application

Hi Donna,

Thank you for your response and the attached report. There are some questions and clarifications regarding the process, and the attached report (E-346-02630.000). Perhaps you can assist.

First, there are some serious concerns that an application that could potentially affect a number of adjacent water sources (wells, springs, irrigation systems), does **not** require consultation with the affected/adjacent property owners. Maybe a little short, but are you sure? It seems that sensible logic (if only to prevent litigation) would over-ride the need for legislation to require referral (like the need to provide good governance....that must be written somewhere;-).

With regard to the subject application, and attached "Supplementary Information" report by McElhanney, please accept the following comments/concerns and inquiries:

1. To adequately comment on the proposal, one should know what the ALC established in 2008 as the development footprint, and any subsequent changes as a result of the 2010 expansion. Should not this information be shown on **this** application? The report states that *"The area of land Miller Springs water bottling facility is situated on is approximately 1.25 hectares (3 acres)"*. The word 'approximately' is an interesting insertion as the footprint should be clearly noted and defined. Would it also be possible to receive ALC resolution 118/2008 (for the 2008 application), and the applicable resolution for the 2010 applications?
2. With regard to the *"History/Background Factors"*, the report states that hay has not been grown on the subject land for about ten years 'due to economics'. If this information is worthy of note, it is also worthy to note that the land(s) to the south, east and west have, and still grow, hay and have for most of the past ten years.
3. Under "Adjacent Land Uses" (also on page 2), the Consultant has noted the North adjacent land is *"forested and used for grazing"*. The property hasn't been used for grazing for at least ten years since we own the land and will not allow grazing. There are several springs on our property and we are very conscious of the fact that persistent and frequent cattle activity/grazing will contaminate the surface water and eventually seep down into the groundwater, leading to higher nitrogen etc contamination. It's a conundrum because, for the past ten years, cattle have been grazing on the subject land.
4. On Page 3, third paragraph from the bottom, the Consultant states that *"no land is permanently being removed from the ALR"*. Are there any portion(s) of land that will be 'temporarily' removed from the ALR? Is that even possible?

5. On Page 4 of the APC report, it was noted that *"The report submitted by the consulting company stated that extra water being drawn from the well will have no impact on the wells in the area being used for agricultural purposes"*. The Consultant also indicated that they came to that evaluation *"by referencing the historical demands on the aquifer"*. If you have a copy of that report or letter, and are able to provide it, I would be most interested in receiving a copy. It is within the RDKB's scope, and often required in other local governments, to have the Consultant provide a certified copy of the 'referencing' used to determine the demands on the aquifer, **signed and sealed**, verifying that the analysis was done using good engineering practise.

6. Also on Page 4, second paragraph, *"the consulting company stated that under previous agricultural use of producing hay, the aquifer was used to supply a minimum of 2,045 litres per minute, 24 hours per day for 160 days to irrigate fields with no impact on the aquifer"*. Can you confirm the consultant said that was for **160 days** (ie over 5 months) straight? And when did this occur (how many years ago)? How was the figure of 2,045 litres/minute arrived at? More importantly, how was the 'lack of impact' on the aquifer and existing wells assessed?

7. In items 5 & 6 above, it was noted that the consultant commented on the adequacy of the aquifer several times (ie *historical demands*, and *no impact*). Having that confidence and assurance has to result from physical information and a knowledge of the size and location of the specific aquifer from which the Miller Springs well draws. That information would be a great asset to the RDKB in the formulation of (future) groundwater identification and protection (which will become a significant 'service' determiner for local governments in the future). It will also assist to identify the private, and agricultural, wells that draw from that aquifer so that existing levels, and draw-down levels, can be assessed in greater detail. It may also be able to determine if the 40 + wells on lots created on Timberwolf Way on the east side of the Sidley Valley are drawing from the same aquifer. It may also determine how many, if any, of the wells drilled at the north termination of Sidley Camp McKinney road, in support of a vinyard venture, may be drawing from this aquifer. Through comments, recommendations and assurances attributed to the consultant, there has to be a knowledge of the existing groundwater sources, locations, and volumes, and this information will be invaluable to the RDKB. If the consultant is unable to provide that information, the RDKB would be best served by requiring a qualified groundwater study, which would include existing well levels on all adjacent, or affected properties, drawing from this aquifer, and a conclusion based on detailed draw-down affects, and system recovery units, under specified load demands.

8. A proposed 8 times *increase* in water withdrawal.....and a resultant *reduction* in traffic? Perhaps if the trucks leaving now are only partly filled, this could be a result. Otherwise.....how does that work? Granted the argument that they will not have to ship **in** bottles may be true, however, to create plastic bottles, one needs raw materials. Does the report suggest or imply that there will be less raw materials brought in than water bottles shipments leaving, even with an 8 times increase in production?

9. The report indicates that the plant will be blowing (making?) it's own bottles. Does this process require the processing of plastics, and if so, what bi-products are created as a result? Will there be

any airborne discharges as a result of the proposed plastic work(s)? Are there toxic discharges created in the production of plastic bottles?

10. Is the proposal to pave to the entrance and truck turning area in compliance with the ALC directive (ie within the footprint/protecting ALR land)?

11. On the proposed staging plans, there is no indication of the existing access....or any proposed access(es). A plan of the proposed paving, for each stage, would also be an asset. Will the proposed expansion require off-site land(s) to facilitate? How is drainage from the paved area proposed to be handled? And if a large paving area is proposed, how is stormwater management accomplished to prevent oils and petroleum products from discharge, or seepage or surface run-off from the paved areas, into existing watercourse (Nine Mile Creek) now, and groundwater in years to come?

12. Speaking of "Nine Mile Creek", a small stream that runs through the subject site, there is no mention of it in this application. It is noted on Illustration 1: Site Location (Page 1) but it's not all that clear due to the shading. It appears to be away from the proposed development construction however surveyed confirmation would provide verification.

You're probably aware that some jurisdictions have taken opportunities such as this application to ensure preservation of associated natural watercourses (ie a RC to protect the location and maintenance etc of the watercourse). There is a wisdom in taking every opportunity to acquire the preservation of natural watercourses as they are the central to over-all drainage management.

13. Illustration 2: Site Map (page 3) shows the bottling facility and the well location, but it also notes an area at the north property line as "*Miller Springs Water Source*". However, the report is predicated on the subject well accessing an aquifer that is so large that a drawdown of 3,000,000 litres in a day for over five month period is purported to have no impact on the aquifer. What then is the purpose of noting this area as a 'Miller Springs Water Source'?

14. Is the location of the proposed generator building inside the designated footprint? The Stage 1 plan shows an area (1B) that includes the generator building and an addition to the building.

15. You noted that other information other than the APC minutes are included in the over-all review. Is water *quality* and waste *management* part of the Regional District's input review?

On an unrelated (to this report) matter, can you advise what the setbacks are (if any) for buildings fronting a rural road (more specifically, Sidley Camp McKinney road). Are there provisions for the RD to 'formalize' road allowances by way of dedication? Whether by dedication or ROW, what road allowance width is applicable/designated for Sidley Camp McKinney road (a limited local) *and* Sidley Mountain road (a through local)?

The current Miller Springs bottling facility is an excellent example of how specific non-farm use can work very well in a rural environment and be a relatively "green" operation. The proposal to have a plastic manufacturing facility is certainly not a 'green' process and it's inclusion in this application is bothersome. We would need to better informed as to what this process entails. What

raw materials and chemicals will be used in the preparation of water bottles? Does the APC recognize and accept this as an acceptable non-farm use? Is there a required, secured area necessary for plastic production? Finally, on the assumption that the APC/RDKB approves this application, and later the owner(s) decide the water bottling is not feasible "due to economics", can the owner(s) then decide to just manufacture plastic materials?

Thank you for the opportunity to comment on the subject application Donna and we look forward to your reply.

Respectfully,

Ralph and Beth Palmer

Donna Dean

From: The Gee's [thegees@look.ca]
Sent: February-12-15 10:03 PM
To: Donna Dean
Subject: FW: the miller springs application
Importance: High

Here's another. Vicki

From: Jennifer Brock - MacRealty [<mailto:soldbybrock@gmail.com>]
Sent: January 29, 2015 12:46 PM
To: 'The Gee's'
Cc: michael fenwick-wilson; Fred Marshall; 'Lynne Storm'
Subject: the miller springs application
Importance: High

Vicki

when i got the call from a local hay farmer on this application info i was very surprised and I too have become concerned and have many questions not answered

going from 4,000 L/Day to an additional 50,000+ L/day is a lot of water

50,000 L/day is 13,208 US Gallons/day In a day and age when we are seeing commercials about water consumption and global warming, etc this is a scary sounding number

It works out to almost 5 million Gallons a year ... thats 25 million gallons in just 5 years ... yikes

loosing this much water could affect the agriculture of the whole area in just a handful of years, including the TLC's conservation property here in Sidley

agricultural irrigation water puts about 2/3s of that water back into the soil and replenishes the water table

but bottling water and shipping it off to another city or country takes the water away from the area forever

I would question how fast our water tablet would drop over the long term

Some of the water wells in the sidley area right now are over 500 feet deep, I know 3 places for sure that are below those depths

When you go too deep into the earth you hit minerals like uranium and others that make water undrinkable

next plastic bottling comes with environmental concerns that I don't know much about

but I would wonder about chemicals involved in the cleaning process and waste product as the plant would be on septic

and the plant is sitting in the Nine Mile Creek water shed area

lastly if they are allowed to subdivide down to 2 acres then the ALR restrictions **on usage are not enforced by the ALR** see #23 (1) on Exceptions of the ALC/ALR Act

http://www.bclaws.ca/Recon/document/ID/freeside/00_02036_01

that would make the property and plant un-zoned

#13 of the ALC / ALR ACT talks about community issues

Personally upon just hearing this info I think a detailed independent study needs to be done by an outside group to see if this is environmentally sound for all as this is definitely a community issue

Jennifer BROCK

H: 250.446.2288 C: 250.689.6800 F: 250.446.2289

Website: www.TownAndCountry4Sale.com

Farms & Ranches / Homes & Condos / Lots & Acreages / Business & Commercial

Macdonald Realty (Serving the Okanagan & Boundary Country, BC)

Osoyoos Office 250.495.7522

Vicky,

I thought it was a very good start to have that open meeting in regards the Miller Springs application.

I recall Duane said they have 12 employees per shift and more if the plant runs 2 shifts.

The chair mentioned the application is for 50,000 litres of water per day. 8 fold from 6250 liters per day.

I was talking to a truck driver from Iron Bull holdings in Osoyoos, who delivers the water from Miller springs. The driver told me a truckload full is just over 16,000 kg or just over 35,000 lbs. That is in my calculation just over 16,000 liters of water (1 liter equals 1 kg).

There are in my opinion no way Miller Springs uses only 6250 liters of water per day since they bottle more than a truckload a day and more than 2 truckloads per day with 2 shifts.

I would strongly recommend installing a monitor water meter on the well to confirm the water consumption.

Keep on going strong

A concerned resident

1502120352

3716 V7B



Vicky Gee

RDKB Regional Director

Bridesville BC

VOH 1B0

Donna Dean

From: Vicki Gee
Sent: February-16-15 12:25 PM
To: Donna Dean
Subject: Verbal comments about water levels in Sidley dropping

Hi Donna. I have a list of 6 people who have complained that their water levels have dropped:

- One is from the time that the Wolf subdivision went in above Miller Springs
- One is from Joe Simoes, who was present at the Feb APC meeting; he bought lots (I think he said 20) in Regal Ridge & said at the meeting that the water levels were dropping to them
- Of the remaining 4, one family has been in touch with me repeatedly; I've asked them to put their comments in writing to you
- Also one of the APC members stated at the meeting that he waited for months to get the well driller to his property (1/2 way up Baldy), and the fellow told him that he couldn't keep up with the requests to deepen existing wells in the Sidley/Regal Ridge area

One of these citizens said that a Miller Springs employee told them that they are already drawing 40,000 litres a day and that the equipment for the plant expansion is already on order.

Vicki Gee
Regional Director, Regional District of Kootenay Boundary
(250) 446-2042
vgee@rdkb.com





Grant-in-Aid Request

Application to (please check where appropriate):

☒ Electoral Area A Director Ali Grieve	Electoral Area B Director Linda Worley	Electoral Area C Director Grace McGregor	Electoral Area D Director Irene Perepolkin	Electoral Area E Director Bill Baird
--	--	--	--	--

Applicant:	BEAVER VALLEY GOLF & RECREATION SOCIETY		
Address:	Box 158 FRUITVALE BC V0G1C0		
Phone:	250-367-7001	Fax:	250 367-6699
Email:	staff@golfchampionlakes.com		
Representative:	KEVIN NESBITT		
Make cheque payable to:	CHAMPION LAKE GOLF & COUNTRY CLUB		

What is the Grant-in-Aid for:

RENEWAL OF MEN'S & LADIES NIGHT SPONSOR FOR 2 YEARS
\$576 per year INCLUDES TAXES

Amount Requested:

\$1152.00

Date:

FEB 16/15

Signature:

[Signature]

Print name:

KEVIN NESBITT

Office Use Only

Grant approved by Director:

[Signature]

Approved by Board:





Grant-in-Aid Request

Application to (please check where appropriate):

☒ Electoral Area A Director Ali Grieve	☐ Electoral Area B Director Linda Worley	☐ Electoral Area C Director Grace McGregor	☐ Electoral Area D Director Irene Perepolkin	☐ Electoral Area E Director Bill Baird
--	---	---	---	---

Applicant:	JAY F.F. MYKIETYN JR.		
Address:	1151 BEAR CREEK ROAD TRAIL, B.C.		
Phone:	(250) 368-5619	Fax:	
Email:	secretcreek@telus.net		
Representative:	JAY F.F. MYKIETYN JR.		
Make cheque payable to:	MAD TRAPPER ARCHERY SHOOT FUNDRAISER ACCOUNT.		

What is the Grant-in-Aid for:

TO RAISE FUNDS FOR CHARITIES IN THE COMMUNITY THROUGH
THIS ARCHERY EVENT. THE EVENT IS ATTENDED BY ALL ETHNIC
GROUPS, INCLUDING FIRST NATIONS. THIS YEAR'S SPECIAL

Amount Requested: \$1000.00 OLYMPICS II IS THE RECIPIENT OF
OUR FUNDRAISING EFFORTS

Date: JAN. 21 / 2015
 Signature: Jay Mykiety
 Print name: JAY MYKIETYN

Approved by
Director Grieve
Feb 16/15

Office Use Only

Grant approved by Director: A. Grieve

Approved by Board: _____



Grant-in-Aid Request

Application to (please check where appropriate):

☒ Electoral Area A Director Ali Grieve	☐ Electoral Area B Director Linda Worley	☐ Electoral Area C Director Grace McGregor	☐ Electoral Area D Director Irene Perepolkin	☐ Electoral Area E Director Bill Baird
---	--	--	--	--

Applicant:	BV RECREATION		
Address:	BOX 880 FRUITVALE, BC V0G 1L0		
Phone:	250 367-9319	Fax:	250 367-9397
Email:	Kwalker@rdkb.com		
Representative:	KELLY WALKER		
Make cheque payable to:	BV RECREATION		

What is the Grant-in-Aid for:

SENIOR'S DINNER - TO OFF SET TICKET SALES
(WE CHARGED 1/2 PRICE THIS YEAR)

Amount Requested:

\$ 1000.00

Approved by Director Grieve
Feb 12/15

Date: FEBRUARY 12/15

Signature: Kelly Walker

Print name: KELLY WALKER

Office Use Only

Grant approved by Director: A. Grieve

Approved by Board: _____



Grant-in-Aid Request

Application to (please check where appropriate):

☒ Electoral Area A Director Ali Grieve	☐ Electoral Area B/ Lower Columbia- Old Glory Director Linda Worley	☐ Electoral Area C/ Christina Lake Director Grace McGregor	☐ Electoral Area D/ Rural Grand Forks Director Roly Russell	☐ Electoral Area E/West Boundary Director Vicki Gee
---	--	--	---	--

Applicant:	Zone 6 B.C. Seniors Games		
Address:	99-825 Merry Ck Road Castlegar B.C. V1N 2P1		
Phone:	250 365 1802	Fax:	
Email:	macgregory@telus.net		
Representative:	Kathy Gregory		
Make cheque payable to:	Zone 6 B.C. Seniors Games		

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

Assist in helping seniors participate in the 55+ Seniors Games in North Vancouver

Amount Requested:

\$400.00

Approved by Director Grieve
Feb 5/15

Date: Jan. 12, 2015

Signature: Kathy Gregory

Print name: KATHY GREGORY

SUBMIT

Office Use Only

Grant approved by Director: A. Grieve

Approved by Board: _____



January, 2015

Zone 6, 55+ BC Games
99 – 825 Merry Creek Road
Castlegar, B.C.
V1N 2P1

To whom it may concern

The 55 Plus BC Seniors Games promote the active participation in fitness and wellness in sport, recreation and education for B.C. Seniors. This annual four-day celebration attracts about 3500 adults participating in up to 30 sport events. All participants qualifying for the different events, are 55 years or older, representing 13 regions in the province.

Zone 6, West Kootenay-Boundary, holds monthly organizational meetings and participants are busy with their preparation for their events in the 2015 BC Seniors Games throughout the year. The 2015 Games will be located in North Vancouver from August 25 to August 29.

Our goal is to provide for as many participants as possible, an opportunity to develop a healthy active lifestyle and participate in their event of choice. Our Region covers from Rock Creek to Riondel to Nakusp and south to the US border. We are trying to encourage an increase in the number of participants in the games for 2015. The West Kootenay-Boundary seniors ask for your support to help the participants and the volunteer administration prepare for and attend these Games. Seniors in this Zone promote the games locally through the media, posters and brochures. We are anxiously looking forward to doing well again in North Vancouver.

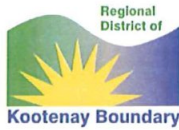
I thank you for your support in the past and hope we can count on your support and generosity this year. We thank you for your consideration of this request.

Enclosed please find our Sponsorship Brochure.

Sincerely

Kathy Gregory


 Corresponding Secretary, Zone 6



Grant-in-Aid Request

Application to (please check where appropriate):

☒ Electoral Area A Director Ali Grieve	☐ Electoral Area B/Lower Columbia- Old Glory Director Linda Worley	☐ Electoral Area C/Christina Lake Director Grace McGregor	☐ Electoral Area D/ Rural Grand Forks Director Roly Russell	☐ Electoral Area E/West Boundary Director Vicki Gee
---	---	--	--	---

Applicant:	J Lloyd Crowe Secondary Scholarship		
Address:	1300 Frances Moran Road, Trail, BC V1R 4L9		
Phone:	250-368-5591	Fax:	250-364-1567
Email:	www.jlcrowe.org		
Representative:	Dara Waterstreet		
Make cheque payable to:	J Lloyd Crowe Secondary Scholarship Fund		

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

For a student to help further their education.
This is in memory of all Fallen Firefighters

Amount Requested: \$500 *Approve by Director Grieve Feb 5/15*

Date: Feb 5/15

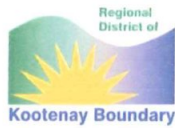
Signature: _____

Print name: Dara Waterstreet

Office Use Only

Grant approved by Director: Director A. Grieve

Approved by Board: _____



Grant-in-Aid Request

Application to (please check where appropriate):

Electoral Area A Director Ali Grieve	☒ Electoral Area B/ Lower Columbia- Old Glory Director Linda Worley	Electoral Area C/ Christina Lake Director Grace McGregor	Electoral Area D/ Rural Grand Forks Director Roly Russell	Electoral Area E/West Boundary Director Vicki Gee
--	---	---	--	---

Applicant:	J.Lloyd Crowe Secondary Scholarship		
Address:	1300 Frances Moran Road, Trail B.C. V1R4L9		
Phone:	250-368-5591	Fax:	250-364-1567
Email:	www.jlcrowe.org		
Representative:	Dara Waterstreet		
Make cheque payable to:	J.LLoyd Crowe Secondary School Scholarship Fund		

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

For a student to help further their education.
This is in memory of all Fallen Firefighters

Amount Requested: \$750.00

Date: February 5, 2015

Signature: _____

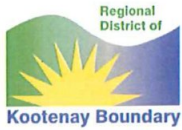
Print name: Dara Waterstreet

SUBMIT

Office Use Only

Grant approved by Director: Linda J. Worley

Approved by Board: _____



Grant-in-Aid Request

Application to (please check where appropriate):

Electoral Area A Director Ali Grieve	Electoral Area B/Lower Columbia- Old Glory Director Linda Worley	☒ Electoral Area C/Christina Lake Director Grace McGregor	Electoral Area D/ Rural Grand Forks Director Roly Russell	Electoral Area E/West Boundary Director Vicki Gee
---	--	---	---	--

Applicant:	Boundary Youth Soccer Assoc.		
Address:	Box 121 Grand Forks, BC V0H 1H0		
Phone:	250 447 6426	Fax:	
Email:	penny.indymakes4@gmail.com		
Representative:	Penny McKenny, Corporate Liaison Officer		
Make cheque payable to:	Boundary Youth Soccer Association		

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

To assist with offsetting costs (e.g. travel, out of town tournament fees, hosting local tournaments etc. referees etc.) to provide high calibre soccer in the Boundary Region

Amount Requested: \$500

*Apprv. by chair McGregor
Feb 12/15*

Date: Jan 29/15

Signature: _____

Print name: _____

Office Use Only

Grant approved by Director: G. McGregor

Approved by Board: _____

January 29th 2015

General Manager
Regional Director Kootenay Boundary
202-843 Rossland Ave
Trail
V1R 4S8

Boundary Youth Soccer Association
Box 121 Grand Forks BC

REGIONAL DISTRICT OF KOOTENAY BOUNDARY	
FILE #	
FEB 10 2015	
DOC #	
REF. TO:	H.P/GM/TL

Dear Grace,

I hope that you are well. I can't believe that we are almost into February (where did January go). As in previous years now is the time when we are starting to look towards Spring and getting the Soccer season up and running. You have been so generous over the past few years, that I was hoping we could ask you for another donation for our upcoming season. With your help, we have managed to provide the necessary equipment and materials that have been needed for the children of the Boundary to continue to enjoy the opportunity to develop their skills and participate in this world wide recognized sport which also enhances our communities.

As you may know the Boundary Youth Soccer Association (BYSA) was formed in 2011 as a non-profit society (Incorporation No; S-0057396) whose mission was to provide an opportunity for all children, ages 4-18, to play recreational soccer in a safe, supportive, sporting environment and at an affordable cost. We are affiliated with the BC Soccer Association and Canada Soccer Association.

Last year 2014, our fourth year, was a huge success and one that would not have been achieved without the understanding, faith and generosity of supporters like you.

At this time we have a strong core group of certified coaches and referees, a fairly decent inventory of equipment, each year we partner up with other organizations to run a summer Soccer Camp, and have sent teams out of town to tournaments as well we have hosted teams from out of town in exhibition matches, all accomplished by a consistent following of well over 300 kids.

BYSA is now well established as the largest youth sport group in the Boundary area, which we are very proud of and we strongly believe that all kids who want play should be given the opportunity to play. Long term development is our long term plan, tots to kids to teens to adulthood, staying active in sport for life, becoming physically able to do many sports, to be mentally ready for challenges and to accept losing with the same grace as winning are but just a few of the ideals we work to instill in the players.

Each year we are challenged with the multitude of costs that just don't seem to go away. We have applied for gaming grants and have increased our registration fees yearly with much trepidation. This year our U16 group will be heading out of town a bit more often, we want to send one division to a tournament in Fruitvale, we will hold 2 tournaments, repair or replace our worn out equipment. We also have a "exchange table" on game days, this is where players who have outgrown boots, shin guards etc. can swap their old gear and equipment for new stuff, it's a bit like the Ski swap program that the schools run before the ski season. We also provide new equipment to those who cannot to purchase their own. This all after we have certified all our coaches and refs. Yikes!!

All sponsors will get their Logo and or name on a banner that will be displayed at all games and tournaments and also mentioned when the opportunity arises. An article in the local paper will also be taken out specific to sponsors.

The categories are as follows:

Bronze - \$100-\$199

Silver - \$200 - \$499

Gold - \$500 - \$999

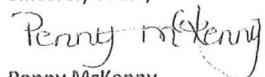
Platinum - \$1000 and above (gold and platinum will also be on the sidebar of our website page)

All sponsors will received a certificate for their business wall/office

We would be very grateful if the REGIONAL DIRECTOR KOOTENAY BOUNDARY would be willing to assist us once again to meet some of the costs associated with providing high calibre Soccer in the Boundary Region.

On behalf of the Boundary Youth Soccer Association, I would like to thank you for your time and consideration of our request. I look forward to hearing from you soon.

Sincerely Yours,



Penny McKenny

Corporate Liaison Officer

250 447-6426

penny.indymakes4@gmail.com

<http://www.boundaryyouthsoccer.com/>



Grant-in-Aid Request

Application to (please check where appropriate):

Electoral Area A Director Ali Grieve	Electoral Area B/ Lower Columbia- Old Glory Director Linda Worley	Electoral Area C/ Christina Lake Director Grace McGregor	☒ Electoral Area D/ Rural Grand Forks Director Roly Russell	Electoral Area E/West Boundary Director Vicki Gee
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Applicant:	Boundary Multi 4-H Club		
Address:	10560 Niagara Townsite Road Grand Forks, BC V0H 1H8		
Phone:	250-442-8406	Fax:	
Email:	wcwheaton@rogers.com		
Representative:	Christie Wheaton		
Make cheque payable to:	Boundary Multit 4-H Club		

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

Membership for families unable to pay. Agricultural based field trips, educational speakers and materials.

Amount Requested: \$2000.00 *Approved by Director Russell Feb 7/15*

Date: Feb 6, 2015

Signature: _____

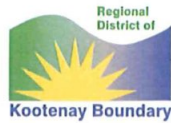
Print name: Christie Wheaton



Office Use Only

Grant approved by Director: R. Russell

Approved by Board: _____



Grant-in-Aid Request

Application to (please check where appropriate):

☐	Electoral Area A Director Ali Grieve	☐	Electoral Area B/ Lower Columbia- Old Glory Director Linda Worley	☐	Electoral Area C/ Christina Lake Director Grace McGregor	☒	Electoral Area D/ Rural Grand Forks Director Roly Russell	☐	Electoral Area E/West Boundary Director Vicki Gee
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Applicant:	Grand Forks Secondary School		
Address:	Box 339, Grand Forks, B.C. V0H-1H0		
Phone:	250-442-8285	Fax:	250-442-2085
Email:	terryann.webster@sd51.bc.ca		
Representative:	Terry-Ann Webster		
Make cheque payable to:	Kylie Sargeant		

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

\$1000.00 to a student from Area D entering into the field of Agriculture. (Brief resume of planned further education and proof of enrollment required)

Amount Requested: \$1000.00 *Approved by Director Russell 12/18/15*

Date: June 21, 2014

Signature: _____

Print name: _____

SUBMIT

Office Use Only

Grant approved by Director: P. Russell

Approved by Board: _____

Grand Forks Secondary School

P.O. Box 339, Grand Forks, B.C. V0H 1H0
 TELEPHONE: 250 442-8285 FAX: 250 442-2085
 January 22, 2015



Regional District of the Boundary Kootenay
 Area "D"
 Roly Russell

Dear Mr. Russell :

Re: **Regional District Kootenay Boundary – Area D**

At this time The Grand Forks Secondary School Scholarship Committee would like to extend a special note of gratitude for your continued support and interest in this program.

We are once again surveying past participants to verify continued support for the program. **Would you please advise us in writing by FEBRUARY 26, 2015 if there are any changes in either the amount or the criteria of your scholarship, or if you wish the scholarship to remain the same.** Our scholarship policy provides the student recipient up to four (4) years to defer payment of their scholarship (eg. student is awarded a scholarship in 2010, he/she has until March 31st 2014 to apply to the school for payment). If, at the end of this four-year period, the scholarship has not been used, it can be "rolled over" into the current year's scholarship fund and added as an additional scholarship or the supporter can choose to use the rolled over amount as their current year's scholarship amount. You can also place your own deadline for deferment if you wish.

At present your information reads:

\$1000.00 to a student from Area D entering into the field of Agriculture. Provide a brief resume of planned further education and proof of enrollment. Must be provided within 2 years of application.

Thank you again for your support.

Yours sincerely,

Mrs. Terry-Ann Webster, Counsellor
 Scholarship Committee Chairperson
 Email Address: terry-ann.webster@sd51.bc.ca

Scholsurvey

REGIONAL DISTRICT OF
KOOTENAY BOUNDARY

FILE #

Grant-in-Aid Request

DOC #

REF. TO: _____
CC: _____

Application to (please check where appropriate):

☐ Electoral Area A Director Ali Grieve	☐ Electoral Area B/ Lower Columbia- Old Glory Director Linda Worley	☐ Electoral Area C/ Christina Lake Director Grace McGregor	☐ Electoral Area D/ Rural Grand Forks Director Roly Russell	☒ Electoral Area E/ West Boundary Director V. Eke
---	--	--	---	--

Applicant:	Zone 6 B.C. Seniors Games		
Address:	99-825 Merry CK Road Castlegar B.C. V1N 2P1		
Phone:	250 365 1802	Fax:	
Email:	macgregory@telus.net		
Representative:	Kathy Gregory		
Make cheque payable to:	Zone 6 B.C. Seniors Games		

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

Assist in helping seniors participate in the 55 th Seniors Games in North Vancouver
--

Amount Requested:

\$400.00

Date: Jan. 12, 2015

Signature: Kathy Gregory

Print name: KATHY GREGORY

SUBMIT

Office Use Only

Grant approved by Director: V. Eke

Approved by Board: _____

Big White RCMP

250-765-3529

p.2

Application to (please check where appropriate):

Electoral Area A Director Ali Grieve	Electoral Area B/ Lower Columbia- Old Glory Director Linda Worley	Electoral Area C/ Christina Lake Director Grace McGregor	Electoral Area D/ Rural Grand Forks Director Roly Russell	☒ Electoral Area E/West Boundary Director Vicki Gee
---	---	---	--	---

Applicant:	Big White Community Policing Society		
Address:	P.O. Box 45077 Kelowna, BC V1P 1P3		
Phone:	250-765-3549	Fax:	250-765-3529
Email:	rcmpbw@telus.net		
Representative:	Esone Richards (esonedon@telus.net or 250-807-2381)		
Make cheque payable to:	Big White Community Policing Society		

GIA Requests of \$5,000.00 or more may require official receipt

What is the Grant-in-Aid for:

Big White Community Policing Office Operating Expenses for the 2015 ski season

Amount Requested: ~~\$4,000.00~~ \$3,000.00

Note that 1,000 for 2015 was already given in 2014

Date: January 15, 2015

Signature: [Signature]

ESONE RICHARDS

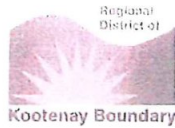
Print name: _____

SUBMIT

Office Use Only

Grant approved by Director: [Signature]

Approved by Board: _____



Grant-in-Aid Request

Application to (please check where appropriate):

Electoral Area A Director Ali Grieve	Electoral Area B/ Lower Columbia- Old Glory Director Linda Worley	Electoral Area C/ Christina Lake Director Grace McGregor	Electoral Area D/ Rural Grand Forks Director Roly Russell	☒ Electoral Area E/West Boundary Director Vicki Gee
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Applicant:	BOUNDARY DISTRICT CURLING CLUB		
Address:	PO Box 38 MIDWAY BC V0H-1M0		
Phone:	250-449-2869	Fax:	250-449-2869
Email:	Kj158@shaw.ca		
Representative:	Kim LINDSETH - PRESIDENT		
Make cheque payable to:	BOUNDARY DISTRICT CURLING CLUB (BDCCL)		

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

THIS GRANT IS TO HELP WITH THE REPLACEMENT OF THE CHILLER PLANT & ELECTRICAL UPGRADE AFTER A TOTAL BREAKDOWN ON DEC. 7/14 AND ONLY 3 WEEKS OF CURLING WE ARE HOPEFUL TO STILL CURL THIS YEAR FOR A MONTH OR SO

Amount Requested: \$4000.00

Date: Feb 13/15

Signature: Kim Lindseth

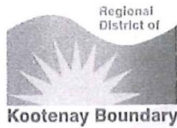
Print name: KIM LINDSETH

SUBMIT

Office Use Only

Grant approved by Director: V. Gee

Approved by Board: _____



Grant-in-Aid Request

Application to (please check where appropriate):

☐ Electoral Area A Director Ali Grieve	☐ Electoral Area B/ Lower Columbia- Old Glory Director Linda Worley	☐ Electoral Area C/ Christina Lake Director Grace McGregor	☐ Electoral Area D/ Rural Grand Forks Director Roly Russell	☒ Electoral Area E/West Boundary Director Vicki Gee
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Applicant:	Columbia Basin Alliance for Literacy		
Address:	#2 1535 14th Street Invermere, BC V0A 1K4		
Phone:	250-446-2512	Fax:	
Email:	westboundaryliteracy@gmail.com		
Representative:	Evelyn Booth		
Make cheque payable to:	Columbia Basin Alliance for Literacy 2-1535 14th St. Invermere, BC V0A 1K4		

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

This grant is in aid of purchasing one computer towards fulfilling CBAL's goal of increasing computer availability in the West Boundary area to enhance current and future Adult Literacy programs. The computer will aid local residents in acquiring skills related to . . . (see attached page) . . .

Amount Requested: \$1000.00 (one thousand)

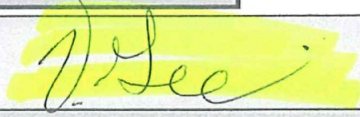
Date: 2015-02-10

Signature: Evelyn Booth
Digitally signed by Evelyn Booth
 DN: cn=Evelyn Booth, o=CBAL, ou,
 email=westboundaryliteracy@gmail.com, c=CA
 Date: 2015.02.04 10:45:18 -0800

Print name: Evelyn Booth

SUBMIT

Office Use Only

Grant approved by Director: 

Approved by Board: _____

**Continuation of RDKB – Area E Grant-In-Aid Request application form,
dated 2015-02-10 (page 2 of 2).**

Re: Columbia Basin Alliance for Literacy
request for a grant for a computer purchase.

Continued from page 1

. . . computer literacy as well as for writing and research purposes.

The computer purchased for the Adult Literacy Programs will remain the property of CBAL and be used exclusively by the CBAL West Boundary Outreach Literacy coordinator. The coordinator will be responsible for the safe-keeping of this computer.

The overall plan is to acquire up to three computers for these literacy needs in the West Boundary, all under the care of CBAL. This computer supported by the RDKB- Area E will be part of this collection and be a greatly appreciated part of this new capacity.

If you wish to peruse the quote for this computer, please contact me and I will



Grant-in-Aid Request

Application to (please check where appropriate):

☒ Electoral Area A Director Ali Grieve	☐ Lower Columbia/ Old Glory (Electoral Area B) Director Linda Worley	☐ Christina Lake (Electoral Area C) Director Grace McGregor	☐ Electoral Area D/ Rural Grand Forks Director Roly Russell	☐ West Boundary (Electoral Area E) Director Vicki Gee
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Applicant:	J.L. Crowe Dry (Sale) Grad 2015		
Address:	c/o Tina Baldwin 965 Columbia Gdns Rd. Fruitvale BC V8G 1K1		
Phone:	250 368-2355(w)	Fax:	250 368-9401 (w)
Email:	t4baldwin@hotmai.com		
Representative:	Tina Baldwin		
Make cheque payable to:	Crowe Grad 2015		

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

Please see attached.

Amount Requested: Any amount would be appreciated. Approve by \$500 Director Grieve Feb 2/15

Date: Feb 19/15

Signature: Tina Baldwin

Print name: Tina Baldwin

SUBMIT

Office Use Only

Grant approved by Director: _____

Approved by Board: _____

**JL Crowe Graduating Class of 2015
Dry / Safe Grad Committee**

February 18, 2015

Ali Grieve
Director Area A
Regional District Kootenay Boundary
202-843 Rossland Avenue
Trail, BC V1R 4S8

**Re: JL Crowe Graduating Class of 2015
Dry / Safe Grad**

On behalf of the graduating class of 2015, we are writing to ask for your consideration in supporting our efforts to create a fun and safe evening for children by way of a Dry / Safe Grad event, to be held on Friday, June 12, 2015.

Any donation would be greatly appreciated and will help to make the evening a success!

Recognition of your generous support will be made in the Trail Times, the Rossland Advertiser and the Village Newsletter after Grad weekend.

The Graduating Class of 2015 thanks you for your consideration of this request and for your support of their Dry / Safe Grad.

Please contact me should you require further information and have any questions/comments. Thank you,

Yours truly,
COPY

TINA BALDWIN
Chairperson – Dry / Safe Grad 2015
Phone: (250) 367-7049
Email: t4baldwin@hotmail.com

JL Crowe Graduating Class of 2015 Dry / Safe Grad Committee

February 19, 2015

Ali Grieve – *via email*
Director Area A
Regional District Kootenay Boundary
202-843 Rossland Avenue
Trail, BC V1R 4S8

Re: JL Crowe Graduating Class of 2015
Dry / Safe Grad

Thank you very much for sending the Grant-in-Aid-Request form. It is attached, along with a copy of my letter of February 18, 2015.

For further clarification, the event we are seeking funding assistance for the Dry (Safe) Grad event, the evening of the J.L. Crowe graduation ceremonies.

I wish to confirm that there is no alcohol at all permitted. The evening starts off with the graduation ceremony at the arena. The grads have 15 - 20 minutes between the end of the ceremonies and the start of the dry grad event - in which to enter the Cominco Gym. They are not to leave the arena during this 15 - 20 minutes. There will be security at the door and bags/purses etc. will be checked, as well as the grads themselves. Anyone thought to have consumed alcohol or attempting to enter with alcohol will not be permitted to enter the gym. Once the grads have entered the gym for the event, they are not permitted to leave. (I assume they CAN leave if necessary - but are not allowed to re-enter).

As well, the Grad Student Council is working on a contract which all Grads will be required to sign (regarding "no alcohol" at the event). I have not yet seen the contract that they will be required to sign before they will be given their ticket to the event, but understand from my son, that it is in the works.

We have hired a hypnotist and are working on organizing the games for the evening (black jack tables, crown & anchor, plinko machine etc.)

The message we are trying to get across is that they can have fun WITHOUT alcohol! Please let me know if there is any further clarification I can provide. Thank you for your consideration.

Yours truly,

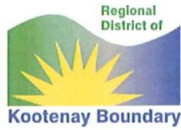


TINA BALDWIN

Chairperson – Dry / Safe Grad 2015

Phone: (250) 367-7049

Email: t4baldwin@hotmail.com



Grant-in-Aid Request

Application to (please check where appropriate):

☒ Electoral Area A Director Ali Grieve	☐ Electoral Area B/Lower Columbia- Old Glory Director Linda Worley	☐ Electoral Area C/Christina Lake Director Grace McGregor	☐ Electoral Area D/ Rural Grand Forks Director Roly Russell	☐ Electoral Area E/West Boundary Director Vicki Gee
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Applicant:	West Kootenay Regional Science Fair		
Address:	c/o Trafalgar Middle School-1201 Josephine Street, Nelson BC V2L 1X8		
Phone:		Fax:	
Email:			
Representative:	Ann McDonnell		
Make cheque payable to:			

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

Amount Requested: _____

\$ 100 Approve by Director Grieve Feb 24/15

Date: *Feb 23/15*

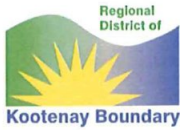
Signature: _____

Print name: Ann McDonnell

Office Use Only

Grant approved by Director: *A Grieve*

Approved by Board: _____



Grant-in-Aid Request

Application to (please check where appropriate):

☒ Electoral Area A Director Ali Grieve	☒ Electoral Area B/Lower Columbia- Old Glory Director Linda Worley	☐ Electoral Area C/Christina Lake Director Grace McGregor	☐ Electoral Area D/ Rural Grand Forks Director Roly Russell	☐ Electoral Area E/West Boundary Director Vicki Gee
---	--	--	--	---

Applicant:	West Kootenay Regional Science Fair		
Address:	c/o Trafalgar Middle School-1201 Josephine Street, Nelson BC V2L 1X8		
Phone:		Fax:	
Email:			
Representative:	Ann McDonnell		
Make cheque payable to:			

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

Amount Requested: \$250. Approve by Director Worley Feb 20/15

Date: Feb 23/15

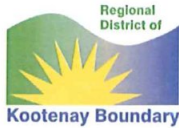
Signature: _____

Print name: Ann McDonnell

Office Use Only

Grant approved by Director: L. Worley

Approved by Board: _____



Grant-in-Aid Request

Application to (please check where appropriate):

Electoral Area A Director Ali Grieve	Electoral Area B/Lower Columbia- Old Glory Director Linda Worley	☒ Electoral Area C/Christina Lake Director Grace McGregor	Electoral Area D/ Rural Grand Forks Director Roly Russell	Electoral Area E/West Boundary Director Vicki Gee
---	--	---	---	--

Applicant:	West Kootenay Regional Science Fair		
Address:	c/o Trafalgar Middle School-1201 Josephine Street, Nelson BC V2L 1X8		
Phone:		Fax:	
Email:			
Representative:	Ann McDonnell		
Make cheque payable to:			

****GIA Requests of \$5,000.00 or more may require official receipt****

What is the Grant-in-Aid for:

Amount Requested: \$100 Approve by Director McGregor
Feb 20/15

Date: Feb 23/15

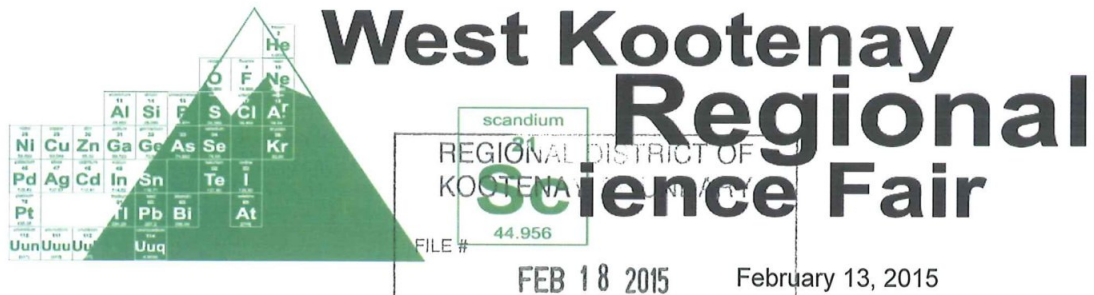
Signature: _____

Print name: Ann McDonnell

Office Use Only

Grant approved by Director: G. McGregor

Approved by Board: _____



Dear Friend:

The West Kootenay Science Fair will soon be showcasing the future of science in the West Kootenay region: up and coming scientists who are exploring the diverse opportunities that science offers.

It is time, once again, for the West Kootenay Regional Science Fair which will be held in Nelson at LV Rogers High School on April 11, 2015. The fair will be attended by students from Kindergarten to Grade 12 from Nelson, Creston, Kaslo, Castlegar, Trail, Salmo, Grand Forks and areas in between. The Regional Science Fair showcases the top science projects from each of the participating schools and provides the opportunity for students to connect with professionals working in many science-related fields.

The three top senior students will then be awarded the opportunity to represent our region at the 2014 Canada Wide Science Fair to be held in May in Fredricton, NB. In the past two years, West Kootenay students have won a total of \$14,000.00 in scholarships and prize money in addition to mentorship opportunities with top researchers. Their success has inspired many other youth as they have shared their stories on their return.

The annual Science Fair Program is made possible by donations from organizations, companies and individuals.

Please mail your donation and include a business card, letterhead or logo to:

West Kootenay Regional Science Fair
Ann McDonnell
 c/o Trafalgar Middle School
 1201 Josephine Street
 Nelson, B.C. V1L 1X8

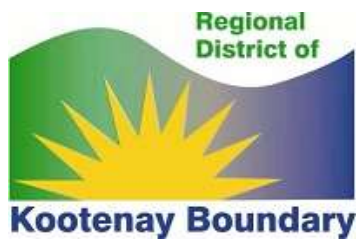
Please make cheques payable to **West Kootenay Science Fair**. Thank you for your anticipated support.

Yours truly,

Ann McDonnell

Ann McDonnell

Co-Chair West Kootenay Regional Science Fair



STAFF REPORT

Date: 23 Feb 2015 **File**
To: Chair McGregor and Members of
the RDKB Board of Directors
From: John M. MacLean, CAO
Re: Pipebridge Agreements

Issue Introduction

A staff report from John M. MacLean, CAO regarding the proposed agreements between the RDKB and the City of Trail relating to the funding and operation and maintenance of the pedestrian pipebridge to be constructed by the City of Trail across the Columbia River.

History/Background Factors

For several years the RDKB has been aware of the concerns related to the "Old" Bridge across the Columbia River as to how they impact on our requirement to convey sanitary sewage across the river.

Late last year a framework agreement was reached between Rossland, Warfield and Trail (as participants in the RDKB sewer service) on collaborating on the construction of a pedestrian pipebridge.

The attached agreements represent a negotiated formalization of that framework. The agreements were developed by our Solicitors working with the Solicitor for the City of Trail. The three participants have had an opportunity to review the agreements and are in favour of authorizing and entering into them.

As this matter has not been formally reviewed by the Sewerage Committee, the procedure will be slightly different. We will ask the Stakeholders to endorse the agreement as a Stakeholder Vote, and then, assuming that they are in agreement, proceed with entering into the agreements as a Corporate Vote.

Implications

The necessary funds have been built into the appropriate financial plans.

On this agenda, the required borrowing bylaw is also presented for three readings.

Advancement of Strategic Planning Goals

This effort represents a significant partnership between the City of Trail and the RDKB, a key strategic priority for the Board.

Background Information Provided

1. Funding Contribution Agreement
2. Operating and Maintenance Agreement

Alternatives

1. Receipt and approval
2. Deferral

Recommendation(s)

That the staff report from John M. MacLean, CAO regarding the proposed agreements between the RDKB and the City of Trail relating to the funding and operation and maintenance of the pedestrian pipebridge to be constructed by the City of Trail across the Columbia River be received.

Stakeholder Vote - Weighted

That the Funding Contribution and Operation and Maintenance Agreements for the Pedestrian Pipebridge project, between the RDKB and the City of Trail be approved and referred to the Board for endorsement.

Corporate Vote - Weighted

That the Board authorize the Regional District signatories to enter into the Funding Contribution and Operating and Maintenance Agreements between the Regional District and the City of Trail in support of the Pedestrian Pipebridge Project to convey sanitary sewer across the Columbia River for the East End Regional Sewer Service.

Funding Contribution Agreement

This Agreement, effective the ____ day of January, 2015

Between:

Regional District of Kootenay Boundary ("RDKB")

And:

City of Trail ("City")

Whereas:

- A. The RDKB operates a service for the interception, treatment and disposal of sanitary sewage (the "Service"), with only the member municipalities of the City, the City of Rossland ("Rossland"), and the Village of Warfield ("Warfield"), (collectively, the "Participants"), participating in, and sharing in the cost of, the Service;
- B. A portion of the Service infrastructure requires replacement for the preservation of the integrity and operation of the Service, and for enhancing environmental protection;
- C. The portion of the Service infrastructure to be replaced will require the construction and installation of all necessary pipes, fixtures, fittings, connections and ancillary work from the Murray Park lift station, across the Columbia River, to the point of collection on Columbia Avenue (the "Works"). For clarity, the Works do not include any bridge superstructure required to support the Works across the Columbia River, but does include the fixtures, fittings, and appurtenances necessary to affix the Works to the bridge superstructure;
- D. The Participants have reviewed various options to complete the Works, recognizing that bridge infrastructure is required to support the Works across the Columbia River;
- E. The City wishes to enhance the livability of its community, including the construction of a pedestrian bridge over the Columbia River (the "Bridge"), believes that the use of the Bridge to support the Works across the Columbia River is the most cost effective manner of achieving the City's goal of enhancing the livability of its community and replacing the Works, and has requested a design option for the Bridge and Works which it believes achieves those purposes;
- F. The Participants have agreed to the City's preferred option provided the City will contribute additional funding for the Works and Bridge given the City's objectives, notwithstanding the default Service cost allocations among the Participants;
- G. The cost of the Bridge and Works is estimated to total nine million eight hundred sixteen thousand dollars (\$9,816,000.00) (the "Cost Estimate");

2

- H. The RDKB has agreed to contribute to the capital costs of the Bridge and Works to the maximum amount of four million two hundred thousand dollars (\$4,200,000.00) (the "RDKB Contribution"), plus the RDKB Reimbursement, as defined below, from the Service;
- I. The City has agreed to fund the balance of the actual capital costs of the Bridge and Works (the "Actual Cost"); and
- J. The RDKB and the City have agreed to share maintenance costs of the Bridge and the Works in accordance with the Operation and Maintenance Agreement entered into by the parties having an effective date of January ____, 2015;

This Agreement witnesses that for the consideration of the mutual promises and covenants contained herein, the RDKB and the City agree as follows:

Construction of Bridge and Works

1. The City will be solely responsible for the procurement and award of any contract or contracts for the design, construction and installation of the Bridge and Works. The City will ensure the work is carried out promptly by qualified professionals and reputable companies and will keep the RDKB apprised of progress. The City will be the prime contractor for the Bridge and the Works, as between the RDKB and the City. The City will ensure the Bridge and the Works are warranted as may be required by the RDKB in keeping with the RDKB's practice.
2. The City agrees the Works and the Bridge, to the extent that the Bridge is required to support the Works across the Columbia River, will be designed, constructed and installed to RDKB standards applicable to the Service, including connection of the Works once complete to the Murray Park lift station and the point of connection on Columbia Avenue. For clarity, the City will ensure the Works and the Bridge, to the extent that the Bridge is required to support the Works across the Columbia River, are designed and constructed to the necessary RDKB specifications and, for that purpose, will provide the RDKB with a copy of all draft procurement and design documents for RDKB review and approval, prior to issuance. The RDKB will provide the City with all requisite information, including technical specifications and required insurance coverage, necessary for the City to develop and finalize the procurement and design documents and will, within 10 days of receipt of the draft procurement and design documents from the City, communicate to the City the RDKB's approval or requirements for document amendments with respect to the Works and the Bridge, to the extent that the Bridge is required to support the Works across the Columbia River (including the features of the Bridge necessary for the RDKB to access the Works). The City will revise the procurement and design documents as necessary and will seek and obtain the final approval of the RDKB to the procurement and design documents prior to their issuance.
3. The City will complete its procurement process and award all necessary contracts for both the Works and the Bridge as promptly as possible and, in any event, no later than 12 noon on August 31, 2015 (the "Contract Award Deadline"). If the necessary contracts for both the Works and the Bridge have not been awarded by the Contract Award Deadline, this Agreement will, subject to the parties mutually consenting, in writing, to an extension of the Contract Award Deadline, terminate and all obligations of the parties under this Agreement will cease. The

parties agree that their consent to an extension of the Contract Award Deadline will not be unreasonably withheld where the failure of the City to award the necessary contracts by the Contract Award Deadline was as a result of issues arising in the procurement process beyond the reasonable control of the City.

Ownership of Works and Bridge

4. During construction of the Works, the RDKB will own all the materials procured for the Works and, upon completion of construction of the Works and commissioning, the RDKB will be the sole owner of the Works.
5. During construction of the Bridge, the City and RDKB will be joint owners of all the materials procured for the Bridge to the proportional extent of each party's funding contribution to the Actual Cost of the Bridge alone and, upon completion of construction of the Bridge and commissioning, the City and RDKB will be joint owners of the Bridge in that same proportion.
6. The respective ownership interests of the City and RDKB in the Bridge, and the sole ownership of the Works by the RDKB, will survive the expiry or earlier termination of this Agreement.
7. Only the Works and the ownership interest of the RDKB in the Bridge form assets of the Service.

Funding Contributions

8. Subject to:
 - a. the prior consent of each of the Participants to proceed with the Bridge and Works project having been received by the RDKB; and
 - b. the RDKB having secured the necessary funding and funding approvals for the Bridge and Works project,

the RDKB will, within 30 days of receipt by the RDKB of satisfactory evidence from the City that all necessary contracts have been awarded for the design and construction of the Bridge and Works by the Contract Award Deadline, pay to the City the RDKB Contribution.
9. The parties agree that the Cost Estimate allocates the sum of six hundred thousand dollars (\$600,000.00) toward the direct cost of the pipe, alone, excluding any and all fixtures and installation costs, required for the Works (the "Allocated Pipe Cost"). The City shall, in its procurement process, obtain pricing for acquisition of the pipe, alone, required for the Works. Should the cost, as determined in the initial Contract Award documents, of acquisition of the pipe, alone, excluding installation and any other related costs, exceed the Allocated Pipe Cost, the RDKB will reimburse the City for the excess cost ("RDKB Reimbursement") within 30 days of receipt by the RDKB of satisfactory evidence of the cost determination, for the pipe alone, in the initial Contract Award documents. For certainty, the City will be solely responsible for any increased costs of the pipe, alone, arising for any reason after the initial Contract Award.
10. The RDKB will obtain the consent of each of the Participants to proceed with the Bridge and Works project, and will secure the necessary funding and funding approvals for the cost of the Works and the RDKB's share of the cost of the Bridge, as determined under this Agreement,

being the RDKB Contribution and the RDKB Reimbursement as promptly as possible and, in any event, by no later than March 31, 2015 (the "Funding Approval Deadline"). At the option of the City, if the consent of each of the Participants to proceed with the Bridge and Works project, and the necessary funding and funding approvals for the RDKB Contribution and the RDKB Reimbursement have not been obtained prior to the Funding Approval Deadline, the Funding Approval Deadline will be extended to a date specified in writing by the City or this Agreement will terminate and all obligations of the parties under this Agreement will cease.

11. The City will pay the balance of any and all Actual Cost incurred for the design, construction, and installation of the Bridge and Works to completion, regardless of whether the Actual Cost exceeds the Cost Estimate. The City will not be required to reimburse the RDKB should the Allocated Pipe Cost exceed the direct cost of the pipe, alone, required for the Works or if the Cost Estimate exceeds the Actual Cost. For certainty, the maximum contribution by the RDKB to the cost of the Bridge and Works will not exceed \$4,200,000.00 plus any RDKB Reimbursement.
12. Within 30 days of completion and commissioning of the Bridge and Works, the City will provide the RDKB with documentary evidence and any other necessary information, reasonably requested by the RDKB, to establish the Actual Cost of the Bridge and Works.

Reimbursement if Works Not Constructed

13. If, for any reason, the RDKB Contribution and any RDKB Reimbursement are paid to the City, and the Works and Bridge are not substantially completed in accordance with the conditions and within the term of this Agreement, and are not in use or capable of being in use for their intended purpose, the RDKB may proceed, acting reasonably, with any reasonable alternative design to complete the Works, and the City will, within 30 days of a demand, reimburse the RDKB the full amount of the RDKB Contribution and any RDKB Reimbursement which has been paid to the City, less the value of any materials acquired under this Agreement for the Works which can be salvaged and used by the RDKB, in the sole discretion of the RDKB, acting reasonably, for an alternative design. The City acknowledges and agrees that should the Bridge and Works not be completed as contemplated herein, the reimbursement by the City to the RDKB will include all portions of the RDKB Contribution originally contemplated as a contribution towards the Bridge. Upon full reimbursement, the RDKB will have no further ownership interest in the Bridge. This obligation will survive the expiry or termination of this Agreement.

Insurance

14. The City will ensure that, prior to the commencement of the design/construction of the Bridge and Works, the proponent awarded the work ("Design-Builder") will, at its cost, obtain and maintain or cause to be obtained or maintained in force during the design/construction period insurance coverage in favour of the City of the types and in the amounts reasonably required by the RDKB. The City will ensure that the Design-Builder provides, upon request, a copy of all policies of insurance required by this Agreement and proof of payment of premiums thereon. The City will ensure that all policies of insurance of the Design-Builder and any subcontractors providing coverage required by this Agreement name the RDKB as an additional insured and are endorsed to provide the RDKB thirty (30) days advance written notice of any cancellation or change in the policy. This obligation will survive the expiry or termination of this Agreement.

Indemnity

15. The City hereby fully releases and indemnifies the RDKB, its officers, employees and agents, from any and all claims, including third party claims, for any losses, damages, claims, penalties including environmental penalties, or costs, including legal costs on a solicitor-client basis, whether direct, indirect or consequential in nature, arising from or relating in any way to fault in the design and/or construction of the Bridge and Works, except to the extent such losses or damages are attributable to the intentional or negligent acts of the RDKB or any person for whom the RDKB is responsible in law. This obligation will survive the expiry or termination of this Agreement.

Term

16. The term of this Agreement is five (5) years less a day, and will expire on the date which is 5 years less a day from the effective date first above written.

No Extension or Renewal

17. This Agreement may not be extended or renewed.

Amendment

18. This Agreement may be amended by mutual consent, in writing.

Termination

19. This Agreement may be terminated by mutual consent, in writing.

Assignment

20. This Agreement may not be assigned by either party except with the written consent of the other party.

Dispute Resolution

21. If there is any dispute regarding the interpretation, performance or an alleged breach of this Agreement, either party may give written notice of dispute, including a request for a meeting, to the other party and the parties will meet within 3 business days after the notice of dispute is given and will attempt in good faith, and using reasonable efforts, to resolve the matter amicably to the satisfaction of both parties. If the parties cannot resolve the dispute within 7 business days after they first meet, or if the parties fail to meet within 7 business days after the notice of dispute is given, then with the consent of both parties the matter may be referred to a mutually appointed single arbitrator for final determination, and if both parties do not so consent within 14 business days after the notice of dispute is given, then either party may commence litigation to have the dispute settled.

Notices

22. Any notice to be provided under this Agreement may be delivered in writing, by facsimile, or by electronic mail to the attention of the Chief Administrative Officer, or his or her delegate, of either party at their usual business address. Any such notice, request, demand or other

communication given as aforesaid will be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada (a “**business day**”), or on the next business day if such facsimile or e-mail is received on a day which is not a business day or after 5:00 p.m. on a business day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications shall be delivered by hand or facsimile transmission or e-mail.

Governing Law and Attornment

23. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed exclusively by and shall be enforced, construed and interpreted exclusively in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this Agreement. The parties agree to submit to and hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia for any action arising out of or in connection with this Agreement.

Use of the Word “Including”

24. The word “including” when following any general term or statement will not be construed as limiting the general term or statement to the specific matter immediately following the word “including” or to similar matters, and the general term or statement will be construed as referring to all matters that reasonably could fall within the broadest possible scope of the general term or statement.

Written Waivers

25. No indulgence or forbearance by either party shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of the other party; and any such waiver must be in writing and signed by the party giving the waiver and then such waiver shall only be effective in a specific instance and for the specific purpose for which it is given.

Counterparts

26. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

Delivery by Fax or Electronically

27. Any party may deliver an executed copy of this Agreement by fax or by electronic mail in PDF format but that party will immediately dispatch by delivery in person to the other parties an originally executed copy of this Agreement.

Entire Agreement

28. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement constitute the entire agreement between the parties and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings whether written or oral, express or implied, or otherwise.

Independent Legal Advice

29. Each party confirms it has had an opportunity to obtain independent legal advice in entering into this Agreement.

No Derogation

30. The parties acknowledge and agree that nothing contained or implied in this Agreement will be construed as limiting or prejudicing the rights and powers of the City or the RDKB in the exercise of their respective functions pursuant to the *Local Government Act* and the *Community Charter*, or any other right or power under any public or private statutes, bylaws, orders or regulations, all of which may be fully exercised as if this Agreement had not been entered into.

Force Majeure

31. If a party is delayed in the performance of its obligations under this Agreement by an event outside its reasonable control, then subject to its duty to take reasonable commercial steps to minimize the effect of such delay the party delayed will be relieved of its obligations under this Agreement to the extent of the delay, but in no event will a delayed party be entitled to claim compensation or payment from the other party on account of such delay.

Severability

32. Each provision of this Agreement is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever such provision shall be severed from this Agreement and will not affect the legality, validity or enforceability of the remainder of or any other provision of this Agreement. If either party believes that the severance of a provision from this Agreement alters the Agreement such that it no longer accords with the intent of the parties in a material way, and gives notice of such belief to the other party, the parties will in good faith negotiate an amendment to this Agreement to bring it into accord with the intent of the parties. If the parties fail to negotiate such an amendment to this Agreement, this Agreement will terminate and all obligations of the parties under this Agreement will cease, except that the obligations of Section 13 will survive any such termination.

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IN WITNESS WHEREOF this Agreement has been executed and delivered by the parties as of the day and year first above written.

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

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Authorized Signatory(ies)

CITY OF TRAIL

Authorized Signatory(ies)

Operation and Maintenance Agreement

This Agreement, effective the ____ day of January, 2015

Between:

Regional District of Kootenay Boundary ("RDKB")

And:

City of Trail ("City")

Whereas:

- A. The RDKB operates a service for the interception, treatment and disposal of sanitary sewage (the "Service"), with only the member municipalities of the City, the City of Rossland ("Rossland"), and the Village of Warfield ("Warfield"), (collectively, the "Participants"), participating in, and sharing in the cost of, the Service;
- B. A portion of the Service infrastructure requires replacement for the preservation of the integrity and operation of the Service, and for enhancing environmental protection;
- C. The portion of the Service infrastructure to be replaced will require the construction and installation of all necessary pipes, fixtures, fittings, connections and ancillary work from the Murray Park lift station, across the Columbia River, to the point of collection on Columbia Avenue (the "Works") . For clarity, the Works do not include any bridge superstructure required to support the Works across the Columbia River, but does include the fixtures, fittings, and appurtenances necessary to affix the Works to the bridge superstructure;
- D. Pursuant to a Funding Contribution Agreement dated _____ (the "FCA") between the RDKB and the City, the parties agreed to share in the capital funding of a pedestrian bridge (the "Bridge") desired by the City to which portions of the Works are to be affixed for the purposes of support across the Columbia River;
- E. The RDKB and the City are, or will be, joint owners of the Bridge in the proportions set out in section 5 of the FCA, and the RDKB is, or will be, the sole owner of the Works; and
- F. The RDKB and the City have agreed on a maintenance costs funding formula for the Bridge and Works to apply once the Bridge and Works have been constructed and commissioned, subject to the RDKB having received the consent of the Participants to the Service to such maintenance costs funding formula;

Witnesses that for the consideration of the mutual promises and covenants contained herein, the RDKB and the City agree as follows:

Maintenance of Bridge and Cost Allocation

1. The City will be wholly responsible for maintaining, repairing and replacing, as necessary, the Bridge. Prior to performing any maintenance, repair or replacement of the Bridge, the City will submit the plan of proposed work to the RDKB for the RDKB's approval, which approval will not be unreasonably withheld.
2. Subject to Section 4 below, the RDKB and the City will each contribute to the costs of approved maintenance, repair and replacement of the Bridge in accordance with their respective ownership interests in the Bridge as set out in section 5 of the FCA.
3. The RDKB share of approved maintenance, repair and replacement of the Bridge will be paid by the RDKB as part of the operational costs of the Service. The City share of approved maintenance, repair and replacement of the Bridge will be paid by the City as part of one of the City's municipal service, and the City agrees that its share does not form part of the operational costs of the Service.
4. Notwithstanding Sections 1 to 3 above, the City will be wholly responsible, at its sole cost, for maintaining, repairing and replacing, as necessary, all portions of the Bridge not in any manner whatsoever required to provide support across the Columbia River to the Works, including those portions of the Bridge required solely for the purpose of pedestrian or other access or use of the Bridge. For certainty, and without limiting the foregoing, the RDKB will not be responsible for any maintenance, repair or replacement of any component, appurtenance or related item that is part of the pedestrian access component of the Bridge.

Maintenance of Works and Cost Allocation

5. The RDKB will be wholly responsible for maintaining, repairing and replacing, as necessary, the Works.
6. All costs of maintenance, repair and replacement of the Works will be paid by the RDKB as part of the operational costs of the Service.

Essential Maintenance and Repair

7. The City and the RDKB agree that the integrity of the Bridge and the Works must be maintained at all times, and agree that each party will promptly perform all necessary maintenance, repair and replacement for which the party is responsible. The parties agree that either party may, following five (5) business days notice to the other party, and with no notice in the event of an emergency, effect any essential maintenance, repair or replacement if the party responsible for that portion of the Bridge or Works is unable or unwilling to complete the essential maintenance, repair or replacement or, in the event of an emergency, the maintenance, repair or replacement must be completed without any delay. The costs of any maintenance, repair or replacement performed pursuant to this section will be allocated in accordance with the terms of this Agreement, including where the maintenance, repair or replacement was performed notwithstanding that the same had not been expressly approved in accordance with this Agreement.

Access

8. The City will provide the RDKB with continuous and unfettered access to the Bridge and Works for the purpose of inspection, maintenance, repair or replacement of any of the Works for so long as the Works are affixed to the Bridge. This obligation will survive the expiry or termination of this Agreement.

Insurance

9. The City will, at its sole cost, obtain and maintain in force during the term of this Agreement, insurance coverage respecting the Bridge of the types and in the amounts satisfactory to the RDKB, acting reasonably. The City will provide to the RDKB, upon request, a copy of all policies of insurance required by this Agreement and proof of payment of premiums thereon. The City will ensure that all policies of insurance coverage required by this Agreement name the RDKB as an additional insured and are endorsed to provide the RDKB thirty (30) days advance written notice of any cancellation or change in the policy. This obligation will survive the expiry or termination of this Agreement.
10. The RDKB will, at its sole cost, obtain and maintain in force during the term of this Agreement, insurance coverage respecting the Works of the types and in the amounts satisfactory to the City, acting reasonably. The RDKB will provide to the City, upon request, a copy of all policies of insurance required by this Agreement and proof of payment of premiums thereon. The RDKB will ensure that all policies of insurance coverage required by this Agreement name the City as an additional insured and are endorsed to provide the City thirty (30) days advance written notice of any cancellation or change in the policy. This obligation will survive the expiry or termination of this Agreement.

Indemnity

11. The City hereby fully releases and indemnifies the RDKB, its officers, employees and agents, from any and all claims, including third party claims, for any losses, damages, claims, penalties including environmental penalties, or costs, including legal costs on a solicitor-client basis, whether direct, indirect or consequential in nature, which the RDKB may incur, arising from or relating in any way to the integrity, operation, maintenance, and repair of the Bridge, except to the extent such losses or damages are attributable to the intentional acts or negligence of the RDKB or to any person for whom the RDKB is responsible in law. This obligation will survive the expiry or termination of this Agreement.
12. The RDKB hereby fully releases and indemnifies the City, its officers, employees and agents, from any and all claims, including third party claims, for any losses, damages, claims, penalties including environmental penalties, or costs, including legal costs on a solicitor-client basis, whether direct, indirect or consequential in nature, which the City may incur, arising from or relating in any way to the operation, maintenance, and repair of the Works, following commissioning of the Works and inspection and approval by the RDKB of the completed Works, except to the extent such losses or damages are attributable to the intentional acts or negligence of the City or any person for whom the City is responsible in law. For certainty, this indemnity does not extend or apply to the City as a Participant in the Service or any share of

liability for which the City as a Participant would otherwise be responsible. This obligation will survive the expiry or termination of this Agreement.

Term

13. Subject to Section 14 below, the term of this Agreement is twenty (20) years, and will expire on the date which is 20 years from the effective date first above written.

Extension or Renewal

14. This Agreement may be extended or renewed by mutual consent of the parties.

Amendment

15. This Agreement may be amended by mutual consent, in writing.

Termination

16. This Agreement may be terminated by the mutual consent, in writing.

Assignment

17. This Agreement may not be assigned by either party except with the written consent of the other party.

Dispute Resolution

18. If there is any dispute regarding the interpretation, performance or an alleged breach of this Agreement, either party may give written notice of dispute, including a request for a meeting, to the other party and the parties will meet within 3 business days after the notice of dispute is given and will attempt in good faith, and using reasonable efforts, to resolve the matter amicably to the satisfaction of both parties. If the parties cannot resolve the dispute within 7 business days after they first meet, or if the parties fail to meet within 7 business days after the notice of dispute is given, then with the consent of both parties the matter may be referred to a mutually appointed single arbitrator for final determination, and if both parties do not so consent within 14 business days after the notice of dispute is given, then either party may commence litigation to have the dispute settled.

Severability

19. Each provision of this Agreement is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever such provision shall be severed from this Agreement and will not affect the legality, validity or enforceability of the remainder of or any other provision of this Agreement. If either party believes that the severance of a provision from this Agreement alters the Agreement such that it no longer accords with the intent of the parties in a material way, and gives notice of such belief to the other party, the parties will in good faith negotiate an amendment to this Agreement to bring it into accord with the intent of the parties. If the parties fail to negotiate such an amendment to this Agreement, this Agreement will terminate and all obligations of the parties under this Agreement will cease. In the latter event, the City will be responsible for the operation, maintenance, repair and replacement of the Bridge, with the costs of operation,

maintenance, repair, and replacement being borne by the RDKB and the City in accordance with their respective ownership interests in the Bridge as set out in section 5 of the FCA, and the RDKB will be solely responsible for the operation, maintenance, repair and replacement of the Works, with the costs of operation, maintenance, repair and replacement being borne by the REKB.

Notices

20. Any notice to be provided under this Agreement may be delivered in writing, by facsimile, or by electronic mail to the attention of the Chief Administrative Officer, or his or her delegate, of either party at their usual business address. Any such notice, request, demand or other communication given as aforesaid will be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada (a "**business day**"), or on the next business day if such facsimile or e-mail is received on a day which is not a business day or after 5:00 p.m. on a business day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications shall be delivered by hand or facsimile transmission or e-mail.

Governing Law

21. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed exclusively by and shall be enforced, construed and interpreted exclusively in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this Agreement. The parties agree to submit to and hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia for any action arising out of or in connection with this Agreement.

Use of the Word "Including"

22. The word "including" when following any general term or statement will not be construed as limiting the general term or statement to the specific matter immediately following the word "including" or to similar matters, and the general term or statement will be construed as referring to all matters that reasonably could fall within the broadest possible scope of the general term or statement.

Written Waivers

23. No indulgence or forbearance by either party shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of the other party; and any such waiver must be in writing and signed by the party giving the waiver and then such waiver shall only be effective in a specific instance and for the specific purpose for which it is given.

Counterparts

24. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

Delivery by Fax or Electronically

25. Any party may deliver an executed copy of this Agreement by fax or by electronic mail in PDF format but that party will immediately dispatch by delivery in person to the other parties an originally executed copy of this Agreement.

Entire Agreement

26. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement constitute the entire agreement between the parties and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings whether written or oral, expressed or implied, or otherwise.

Independent Legal Advice

27. Each party confirms it has had an opportunity to obtain independent legal advice in entering into this Agreement.

No Derogation

28. The parties acknowledge and agree that nothing contained or implied in this Agreement will be construed as limiting or prejudicing the rights and powers of the City in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, or any other right or power under any public or private statutes, bylaws, orders or regulations, all of which may be fully exercised as if this Agreement had not been entered into.

Force Majeure

29. If a party is delayed in the performance of its obligations under this Agreement by an event outside its reasonable control, then subject to its duty to take reasonable commercial steps to minimize the effect of such delay the party delayed will be relieved of its obligations under this Agreement to the extent of the delay, but in no event will a delayed party be entitled to claim compensation or payment from the other party on account of such delay.

IN WITNESS WHEREOF this Agreement has been executed and delivered by the parties as of the day and year first above written.

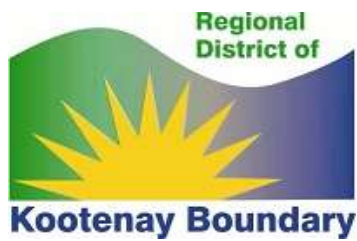
7

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Authorized Signatory(ies)

CITY OF TRAIL

Authorized Signatory(ies)



STAFF REPORT

Date: 24 Feb 2015 **File**
To: Chair McGregor and Members of
the RDKB Board of Directors
From: John M. MacLean, CAO
Re: MOU - Broadband

Issue Introduction

A staff report from John M. MacLean, CAO presenting a renewed Memorandum of Understanding for the Regional Broadband Committee.

History/Background Factors

We have been participating in a Regional Broadband Committee for several years now. The attached Memorandum of Understanding renews our commitment to the overall goals of the project.

Implications

We have participating with this group for some years now. It does incur some meeting fees and travel costs, which are allowed for in the Financial Plan.

Advancement of Strategic Planning Goals

Partnership are a key component of the Board's strategic direction. Continuing to work on this Committee reinforces and achieves that priority.

Background Information Provided

- Memorandum of Understanding.

Alternatives

1. Receipt
2. Deferral
3. Approval

Recommendation(s)

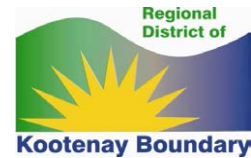
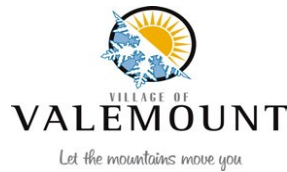
That the Board of Directors approve the Memorandum of Understanding for the Regional Broadband Committee and authorize the RDKB signatories to endorse it.

MEMORANDUM OF UNDERSTANDING

Regional Broadband Committee

This Memorandum of Understanding (MOU) is dated

for reference this ____ day of_____, 2015



Our Vision: Equitable, affordable high speed broadband and internet services throughout the region, ensuring rural economic development and sustainable, health communities.

For the purposes of this MOU, references to “the Region” mean the area including Columbia Basin, as defined in the Columbia Basin Act, and the Boundary Region of the Regional District of Kootenay Boundary.

The participating organizations (See Membership) have agreed to work together in creating the Regional Broadband Committee (the Committee) to develop a regional broadband strategy and implementation plan with the understanding that:

- Information and Communications Technology (ICT) and broadband infrastructure are strategically important tools for economic, education, health, public safety and civic growth and that all communities within the Region should have affordable and reliable internet access;
- community based broadband strategies are being developed and regional broadband infrastructure is being strengthened and expanded; and
- the participating organizations in the Region have expressed a desire to explore and develop a regional approach to developing broadband capacity within the Region in order to coordinate and maximize available resources and identify mutually beneficial opportunities.

Purpose:

The Regional Broadband Committee will:

- collaborate to develop a vision for broadband throughout the region;
- provide leadership and direction for the development of a Regional Broadband Strategy
- encourage private, not for profit, and public sector investment in enhancing regional broadband service, and
- advocate for legislation and regulatory change to facilitate effective and efficient regional broadband service.

Membership:

Committee membership will consist of 1 member representing each of the following organizations:

- Columbia Shuswap Regional District
- Ktunaxa Nation Council
- Kootenay Boundary Regional District
- Regional District of Central Kootenay
- Regional District of East Kootenay
- Village of Valemount

Members may invite guests to attend and participate in committee meetings.

Term:

This MOU shall remain in effect until December 31, 2017.

Expenses:

Members will be reimbursed by and in accordance with the policies of the organization they are representing.

CBT will provide financial and staff support to the Committee as appropriate and agreed upon by CBT and the Committee.

Participating Organizations confirm their agreement to the terms of this Memorandum of Understanding by having their authorized representatives sign below.

Columbia Shuswap Regional District

Name:

Title:

Date:

Kootenay Boundary Regional District

Name:

Title:

Date:

Ktunaxa Nation Council

Name:

Title:

Date:

Regional District of Central Kootenay

Name:

Title:

Date:

Regional District of East Kootenay

Name:

Title:

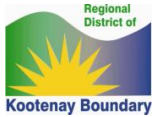
Date:

Village of Valemount

Name:

Title:

Date:



MEMORANDUM

Date:	February 10, 2015	File:	
To:	Chair McGregor and Board Members		
From:	Beth Burget - General Manager of Finance		
RE:	BYLAW 1554 - AMEND BYLAW 1552 2014 - 2018 FINANCIAL PLAN		

Issue Introduction

A staff report from Beth Burget, General Manager of Finance, regarding Bylaw 1554 - a bylaw to amend the 2014 - 2018 Financial Plan.

History/Background Factors

Bylaw 1552 was adopted on March 20, 2014 to establish the financial plan for the years 2014 to 2018. The Board had during the remainder of 2014 passed resolutions to amend the Financial Plan. Bylaw 1554 amalgamates the impact of these resolutions resulting in a net increase of \$85,529 to the 2014 financial plan.

Recommendation

That the staff report from Beth Burget, General Manager of Finance, regarding Bylaw 1554 be received.

That the RDKB Board of Directors adopt Bylaw No. 1554.

Respectfully submitted,

A handwritten signature in black ink that reads "Beth Burget" followed by a checkmark.

Beth Burget
General Manager of Finance

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

BYLAW NO. 1554

A bylaw to amend Bylaw No. 1552 Financial Plan for the years 2014 to 2018

WHEREAS pursuant to Section 815 of the *Local Government Act*, a Regional District Board must, by bylaw, adopt a financial plan with a planning period of 5 (five) years;

AND WHEREAS the Board has prepared a financial plan for the years 2014 to 2018 that makes provision for expenditures for the fiscal year ending December 31, 2014 estimated in the total amount of Forty One Million Two Hundred Eight Thousand Five Hundred Dollars (\$ 41,208,500.00);

AND WHEREAS pursuant to Section 817 of the *Local Government Act*, a Regional District Board may amend the financial plan in respect of a service to include the expenditure and the funding source for the expenditure;

AND WHEREAS the Board finds it desirous of a net increase for the approval of expenditures in the year 2014 through 2018 of Eighty-Five Thousand Five Hundred Twenty Nine (\$85,529) dollars for the following: Reserve transfers for paving at Grand Forks Arena/Aquatic Centre, audio visual enhancements, capital purchase in Columbia Gardens Water, grant from Regional Parks & Trails, Area B/Lower Columbia - Old Glory and Landfill deficit relating to closure/post closure estimate adjustments;

NOW THEREFORE BE IT RESOLVED that the Regional District of Kootenay Boundary Board of Directors in open meeting assembled, enacts as follows:

1. Schedule 'A' of bylaw No. 1552 which is hereby amended to become Schedule "A" of Bylaw No. 1554 by way of the changes referred to above and made part of this bylaw making the 2014 budget now be in the amount of Forty-One Million Two Hundred Ninety-Four Thousand Twenty Nine Dollars (\$41,294,029.00) and is hereby declared to be the Financial Plan for the Regional District of Kootenay Boundary for the five years of 2014 to 2018.
2. This bylaw shall be cited as the "Regional District of Kootenay Boundary Financial Plan Amendment Bylaw 1554, 2015".

INTRODUCED and read a **FIRST** time this 26th day of February, 2015.

Read a **SECOND** time this 26th day of February, 2015.

Read a **THIRD** time this 26th day of February, 2015.

RECONSIDERED and **FINALLY ADOPTED** this 26th day of February, 2015.

Chair

Manager of Corporate Administration

I, Theresa Lenardon, Manager of Corporate Administration of the Regional District of Kootenay Boundary, do hereby certify the foregoing to be a true and correct copy of Bylaw No. 1554 cited as " Regional District of Kootenay Boundary Financial Plan Bylaw 1554, 2015" as reconsidered and finally adopted by the Regional District of Kootenay Boundary Board of Directors this 26th day of February, 2015.

Manager of Corporate Administration

**Bylaw No. 1554
SCHEDULE 'A'**

**Regional District of Kootenay Boundary
Five Year Financial Plan 2014 - 2018**

	2014	2015	2016	2017	2018
LOCAL GOVERNMENT SERVICES:					
REVENUE:					
Requisition from Local Governments	15,475,555	16,621,335	16,737,996	17,331,361	16,584,008
Parcel Tax	40,000	40,000	40,000	40,000	40,000
Grants	2,648,579	2,487,768	2,498,835	2,489,521	2,490,218
Services Provided	842,413	844,566	857,256	869,877	882,846
User Fees	3,260,162	3,225,131	3,258,563	3,061,421	3,117,699
Other Sources of Revenue	2,038,573	116,437	113,014	113,537	414,048
Recovery of Common Costs	108,347	110,514	113,277	114,976	116,701
Board Fee Revenue	615,734	603,898	618,959	628,280	637,742
Transfer From 9-1-1/Emergency Preparedness	471,082	487,570	504,635	522,297	540,577
Interest Earned on Investments	50,000	51,000	52,275	53,059	53,855
Previous Year's Surplus	717,991	67,278	67,278	67,278	67,278
Transfers From Other Funds:					
Capital Fund	445,696	2,440,000	7,000,000	-	-
Reserve Fund	2,903,389	1,874,400	1,224,455	394,489	284,523
Municipal Debt:					
Municipal Debenture Debt	1,604,963	1,602,933	1,598,088	1,583,475	1,583,475
Total Revenue	31,222,484	30,572,830	34,684,629	27,269,571	26,812,968
EXPENDITURE:					
Other General Government Services	6,387,476	6,042,653	5,973,450	6,154,719	6,206,959
Waste Management	2,754,205	2,646,197	2,835,957	2,887,045	2,575,761
Recreation & Culture	4,869,191	4,811,734	4,824,125	4,623,931	4,713,073
Fire & Protection Services	6,259,294	6,491,299	6,586,754	6,684,016	6,816,013
Capital Expenditures	1,646,120	4,775,944	8,580,361	1,055,931	716,609
Grants to Other Programs	1,626,149	1,427,026	1,434,723	1,424,091	1,430,624
Transfers to Local Governments	407,426	386,771	383,019	423,774	416,055
Transfers to Reserve Funds	3,351,359	1,260,369	1,291,480	1,257,609	1,201,981
Regional District Debenture Debt:					
Debt Interest	455,017	383,846	541,936	539,280	507,944
Debt Principal	1,452,974	744,058	634,737	635,700	644,476
Previous Year's Deficit	392,890	-	-	-	-
Municipal Debenture Debt:					
Debt Interest	682,469	681,224	676,300	671,455	671,455
Debt Principal	937,915	921,709	921,788	912,019	912,019
Total Municipal Debenture Debt	1,620,384	1,602,933	1,598,088	1,583,475	1,583,475
Total Expenditure	31,222,484	30,572,830	34,684,629	27,269,571	26,812,968

**Bylaw No. 1554
SCHEDULE 'A'**

**Regional District of Kootenay Boundary
Five Year Financial Plan 2014 - 2018**

2014	2015	2016	2017	2018
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WATER UTILITY FUNDS:

REVENUE:

Requisition from Local Governments	19,884	23,085	24,564	25,001	25,444
Parcel Tax	488,700	488,700	488,700	488,700	488,700
Previous Year's Surplus	43,089	-	-	-	-
Transfer From Reserve Fund	263,337	26,279	15,741	26,199	37,071
Grants	10,250	250	250	250	250
User Fees & Sales	524,771	521,423	534,698	550,739	565,953
Transfer From Capital Fund	-	-	-	-	-
Total Revenue	1,350,032	1,059,737	1,063,953	1,090,889	1,117,418

EXPENDITURE:

Operations & Maintenance	859,911	836,987	839,836	861,899	885,784
Debt Interest	82,140	60,000	60,000	60,000	60,000
Debt Principal	120,490	120,490	120,490	120,490	120,490
Capital Expenditure	265,000	40,000	40,000	40,000	40,000
Transfer to Reserve Fund	2,082	2,261	3,627	8,500	11,144
Previous Year's Deficit	20,409	-	-	-	-
Total Expenditure	1,350,032	1,059,737	1,063,953	1,090,889	1,117,418

SEWER UTILITY FUNDS:

REVENUE:

Requisition from Local Governments	1,424,669	1,738,688	1,782,403	1,814,347	1,767,130
Parcel Tax	31,432	36,797	38,095	39,380	40,699
Previous Year's Surplus	281,121	-	-	-	-
Grants	3,287	3,287	3,287	3,287	3,287
Services Provided	-	-	-	-	-
User Fees & Sales	47,618	47,847	48,126	48,409	48,697
Transfer From Capital Fund	4,500,000	26,566	27,363	28,184	29,029
Transfer From Reserves	530,000	-	-	-	-
Inter-Sewer Fund Transfer	25,792	-	-	-	-
Total Revenue	6,843,919	1,853,185	1,899,273	1,933,607	1,888,842

EXPENDITURE:

Operations & Maintenance	1,349,863	1,273,355	1,318,647	1,352,159	1,386,758
Debt Interest	141,902	254,402	254,402	254,402	225,000
Debt Principal	158,862	158,862	158,862	158,862	108,055
Capital Expenditure	5,022,500	90,000	90,000	90,000	90,000
Inter-Sewer Fund Transfer	25,792	26,566	27,363	28,184	29,029
Previous Year's Deficit	-	-	-	-	-
Transfer to Reserve Fund	145,000	50,000	50,000	50,000	50,000
Total Expenditure	6,843,919	1,853,185	1,899,273	1,933,607	1,888,842

TRANSIT UTILITY FUNDS:

REVENUE:

Requisition from Local Governments	1,208,845	1,314,482	1,375,276	1,431,696	1,490,400
Previous Year's Surplus	299,377	-	-	-	-
Grants	2,575	2,575	2,575	2,575	2,575
User Fees & Sales	366,797	365,158	365,165	365,173	365,182
Total Revenue	1,877,594	1,682,215	1,743,017	1,799,444	1,858,157

EXPENDITURE:

Operations & Maintenance	1,877,594	1,682,215	1,743,017	1,799,444	1,858,157
Previous Year's Deficit	-	-	-	-	-
Total Expenditure	1,877,594	1,682,215	1,743,017	1,799,444	1,858,157

**Bylaw No. 1554
SCHEDULE 'A'**

**Regional District of Kootenay Boundary
Five Year Financial Plan 2014 - 2018**

	2014	2015	2016	2017	2018
TOTAL BUDGET (RDKB) consolidated					
REVENUE:					
Requisition from Local Governments	18,128,953	19,697,591	19,920,239	20,602,404	19,866,982
Parcel Tax	560,132	565,497	566,795	568,080	569,399
Grants	2,664,691	2,493,880	2,504,947	2,495,633	2,496,330
Services Provided	842,413	844,566	857,256	869,877	882,846
User Fees & Other Sources	6,237,922	4,275,996	4,319,566	4,139,281	4,511,578
Recovery of Common Costs	108,347	110,514	113,277	114,976	116,701
Board Fee Revenue	615,734	603,898	618,959	628,280	637,742
Transfer From 9-1-1/Emergency	471,082	487,570	504,635	522,297	540,577
Preparedness					
Interest Earned on Investments	50,000	51,000	52,275	53,059	53,855
Previous Year's Surplus	1,341,578	67,278	67,278	67,278	67,278
Transfers From Other Funds:					
Capital Fund	4,945,696	2,466,566	7,027,363	28,184	29,029
Reserve Fund	3,696,726	1,900,679	1,240,196	420,688	321,594
Inter Sewer Fund Transfer	25,792	-	-	-	-
Municipal Debt:					
Municipal Debenture Debt	1,604,963	1,602,933	1,598,088	1,583,475	1,583,475
Total Revenue	41,294,029	35,167,967	39,390,873	32,093,511	31,677,385
EXPENDITURE:					
Other General Government Services	6,387,476	6,042,653	5,973,450	6,154,719	6,206,959
Waste Management	2,754,205	2,646,197	2,835,957	2,887,045	2,575,761
Recreation & Culture	4,869,191	4,811,734	4,824,125	4,623,931	4,713,073
Fire & Protection Services	6,259,294	6,491,299	6,586,754	6,684,016	6,816,013
Water Utilities	859,911	836,987	839,836	861,899	885,784
Sewer Utilities	1,349,863	1,273,355	1,318,647	1,352,159	1,386,758
Transit Services	1,877,594	1,682,215	1,743,017	1,799,444	1,858,157
Capital Expenditures	6,933,620	4,905,944	8,710,361	1,185,931	846,609
Grants to Other Programs	1,626,149	1,427,026	1,434,723	1,424,091	1,430,624
Transfers to Local Governments	407,426	386,771	383,019	423,774	416,055
Transfers to Reserve Funds	3,498,441	1,312,630	1,345,107	1,316,109	1,263,125
Inter Sewer Fund Transfer	25,792	26,566	27,363	28,184	29,029
Previous Year's Deficit	413,298	-	-	-	-
Regional District Debenture Debt:					
Debt Interest RDKB	679,059	698,248	856,338	853,682	792,944
Debt Principal RDKB	1,732,326	1,023,410	914,089	915,052	873,021
Municipal Debenture Debt:					
Debt Interest Municipal	682,469	681,224	676,300	671,455	671,455
Debt Principal Municipal	937,915	921,709	921,788	912,019	912,019
Total Municipal Debenture Debt	1,620,384	1,602,933	1,598,088	1,583,475	1,583,475
Total Expenditure	41,294,029	35,167,967	39,390,873	32,093,511	31,677,385

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

BYLAW No. 1570

A Bylaw to amend Area 'C'/Christina Lake Zoning Bylaw No. 1300, 2007.

of the Regional District of Kootenay Boundary

WHEREAS the Regional District of Kootenay Boundary may amend the provisions of its Zoning Bylaws pursuant to the provisions of the *Local Government Act*;

AND WHEREAS the Regional District of Kootenay Boundary Board of Directors believes it to be in the public interest to amend the Electoral Area 'C'/Christina Lake Zoning Bylaw;

NOW THEREFORE the Regional District of Kootenay Boundary Board of Directors, in open and public meeting assembled, enacts the following:

- 1. This Bylaw may be cited as Regional District of Kootenay Boundary Zoning Amendment Bylaw No. 1570, 2015;
- 2. Section 306 of the Electoral Area 'C'/Christina Lake Zoning Bylaw No. 1300, 2007, is to be amended by adding an exception rule to the minimum parcel size requirements for public utility uses, radio or television broadcasting antennae, and air or marine navigation aids.
- 3. That the following text be added immediately after Section 306(7) of Bylaw No. 1300, 2007:

"The minimum parcel size at subdivision in any zone established under this bylaw does not apply:

a)	where the parcel being created is to be used solely for the unattended equipment necessary for operation of
i)	public utility uses with no exterior storage of any kind;
ii)	radio or television broadcasting antennae, or other similar communications infrastructure
iii)	air or marine navigation aids; and
b)	where no sewage is generated, and
c)	where the owner agrees in writing to registering a condition or covenant pursuant to section 219 of the <i>Land Title Act</i> in favour of the Regional District of Kootenay Boundary at the time the subdivision is registered, and such condition or covenant shall be satisfactory to the approving officer and shall restrict the use of any parcel."

READ A FIRST TIME AND SECOND TIME this 26th day of February, 2015.

PUBLIC HEARING NOTICE ADVERTISED in Christina Lake News this __ day of _____, 2015 and also this __ day of _____, 2015.

PUBLIC HEARING held on this __ day of _____, 2015.

READ A THIRD TIME this __ day of _____, 2015.

I, Theresa Lenardon, Manager of Corporate Administration hereby certify the foregoing to be a true and correct copy of Bylaw No. 1570, cited as "Regional District of Kootenay Boundary Zoning Amendment Bylaw No. 1570, 2015" as read a third time by the Regional District of Kootenay Boundary Board of Directors this __ day of _____, 2015.

Manager of Corporate Administration

APPROVED by the Ministry of Transportation and Infrastructure Approving Officer this _____ day of _____, 2015.

APPROVING OFFICER

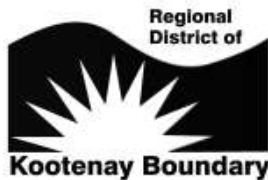
RECONSIDERED AND FINALLY ADOPTED this _____ day of _____, 2015.

Manager of Corporate Administration

Chair

I, Theresa Lenardon, Manager of Corporate Administration of the Regional District of Kootenay Boundary, hereby certify that this is a true and correct copy of Bylaw No. 1570, cited as "Regional District of Kootenay Boundary Zoning Amendment Bylaw No. 1570, 2015".

Manager of Corporate Administration



STAFF REPORT

Prepared for meeting of February 2015

Mt. Baldy Ski Resort – Request for OCP Bylaw Amendments
To: Chair McGregor and Members of the RDKB Board of Directors
Location: Mt. Baldy Ski Resort
Report Prepared by: Jeff Ginalias, Senior Planner

BACKGROUND

The Board will recall on October 2, 2014, first and second reading was given to an amending bylaw to the Mt. Baldy Official Community Plan (Official Community Plan Amendment Bylaw No. 1559, 2014) to insert a provision on alternative snow roof designs, applicable to the Eagle Residential Development Permit Area. The amendment would allow consideration for an alternative roof design, upon condition that an application include assurance from a qualified registered professional with expertise in roof design in high snow load areas, that people and property are protected in a reasonable manner from the risk of snow shedding.

In January 2015, the Electoral Area Services Committee made a recommendation to refer the application back to the Electoral Area 'E'/West Boundary Advisory Planning Commission for an in-person meeting prior to holding a public hearing since the original meeting regarding the application was held by telephone conference.

One of the requests was to remove the parking regulations in the Zoning Bylaw for Strata KAS1840. While the APC supported amending the Zoning Bylaw to remove the parking requirements, the Electoral Area Services Committee agreed to a compromise of striking a provision in the Mt. Baldy OCP which requires relaxation of parking standards to only be considered by way of a zoning bylaw amendment. The concern is that the zoning amendment process is too onerous and broad based, and that a better approach would be to allow for the parking relaxation process to be by the development variance process (DVP), which allows for a case-by-case review.

At its February 12, 2015 meeting, the EAS Committee recommended that Amending Bylaw No. 1559, 2014 be further amended to strike the provision in the Mt. Baldy OCP (OCP Section 6.3.2.12) which requires relaxation of parking standards to be by zoning bylaw amendment process.

IMPLICATIONS

Striking this provision from the OCP would allow for parking relaxation requests to be considered by a DVP application rather than a zoning amendment application. It would provide a more streamlined approach and requests could be considered on a case-by-case basis. Striking this provision from the OCP would remove this requirement for the entire Mt. Baldy Ski Resort development area, not just the Eagle Residential area. However, based on the lot sizes and development history at Mt. Baldy, a DVP process for relaxing parking standards for the entire development seems appropriate.

RECOMMENDATIONS

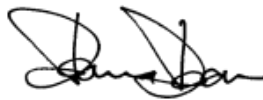
That the staff report regarding second reading of Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1559, 2014, as amended, be received.

That Regional District of Kootenay Boundary adopt the recommendation of the Electoral Area Services Committee from its February 12, 2015 meeting and give Official Community Plan Amendment Bylaw No. 1559, 2014, second reading as amended, and direct staff to schedule and hold a public hearing on the proposed Official Community Plan amendments.

Respectfully Submitted:



Concurrence: (Department Head)



Concurrence: (CAO)

**REGIONAL DISTRICT OF KOOTENAY BOUNDARY
BYLAW NO. 1559**

A Bylaw to amend the Mt. Baldy Official Community Plan
Bylaw No. 1335, 2007 of the Regional District of Kootenay Boundary

WHEREAS the Regional District of Kootenay Boundary may amend the provisions of its Official Community Plans pursuant to the provisions of the *Local Government Act*;

AND WHEREAS the Regional District of Kootenay Boundary Board of Directors intends to change the Development Permit Guidelines regarding Snow Management and Roof Form; and provisions regarding parking requirements;

AND WHEREAS the Regional District of Kootenay Boundary has considered the requirements under Section 879 of the *Local Government Act* with respect to early and ongoing consultation;

NOW THEREFORE the Regional District of Kootenay Boundary Board of Directors, in open and public meeting assembled, enacts the following:

1. This Bylaw may be cited as Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1559, 2014.
2. Insert the following text in Appendix B: Eagle Residential Development Permit Area under *Guidelines* after the guideline provision: 'Roofs should be simple and designed to retain snow.'
"An alternative roof design may be considered, provided the application includes an assurance from a qualified registered professional with expertise in roof design in high snow load areas, that people and property are protected in a reasonable manner from the risk of snow shedding."
3. Delete Section 6.3.2.12.

READ A FIRST AND SECOND TIME this 2nd day of October, 2014.

READ A SECOND TIME AS AMENDED this 26th day of February, 2015.

PUBLIC HEARING NOTICE ADVERTISED in the Oliver Chronicle this ____ day of _____, 2015 and also this ____ day of _____, 2015; and in the Boundary Creek Times this ____ day of _____, 2015 and also this ____ day of _____, 2015.

PUBLIC HEARING held on this ____ day of _____, 2015.

READ A THIRD TIME this ____ day of _____, 2015.

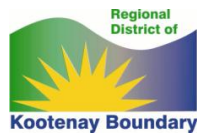
FINALLY ADOPTED this ____ day of _____, 2015.

Manager of Corporate Administration

Chair

I, Theresa Lenardon, Manager of Corporate Administration of the Regional District of Kootenay Boundary, hereby certify that this is a true and correct copy of Bylaw No. 1559, cited as "Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1559, 2014".

Manager of Corporate Administration



BYLAW NO. 1564

A Bylaw of the Regional District of Kootenay Boundary, in the Province of British Columbia, to amend the Regional District of Kootenay Boundary Economic Development (Kootenay) Service Establishment Bylaw.

WHEREAS pursuant to the provisions of the *Local Government Act*, being Chapter 323 of the Revised Statutes of British Columbia and amendments thereto, a Board may amend, by Bylaw, a service establishment bylaw;

AND WHEREAS the Board of Directors has deemed it appropriate to amend the cost apportionment model established in Bylaw No. 1427, 2009;

AND WHEREAS the Board of Directors has deemed it appropriate to accept consent to adopt this bylaw from both the municipal and electoral area participating areas;

NOW THEREFORE BE IT RESOLVED that the Board of the Regional District of Kootenay Boundary, in open meeting assembled, enacts as follows:

1. CITATION

- a. This bylaw may be cited for all purposes as "Regional District of Kootenay Boundary Economic Development (Kootenay) Service Amendment Bylaw No. 1564, 2014."

2. AMENDMENT

- a. Section 4(a) of Bylaw No. 1427, 2009 shall be deleted and replaced by:

"The costs of this service shall be apportioned amongst the participants on the basis the individual participant's relative share of the converted value of land and improvements in the service area."

Read a **FIRST** time this 2nd day of October, 2014.

Read a **SECOND** time this 2nd day of October, 2014.

Read a **THIRD** time this 2nd day of October, 2014.

I, Theresa Lenardon, Manager of Corporate Administration of the Regional District of Kootenay Boundary, do hereby certify the foregoing to be a true and correct copy of Regional District of Kootenay Boundary Bylaw No. 1564 cited as "Regional District of Kootenay Boundary Economic Development (Kootenay) Service Amendment Bylaw No. 1564, 2014.

Manager of Corporate Administration

Written consent to adopt this bylaw was received from the Director of Electoral Area A the 20th day of November, 2014.

Written consent to adopt this bylaw was received from the Director of Electoral Area 'B'/Lower Columbia – Old Glory the 20th day of November, 2014.

Written consent to adopt this bylaw was received from the City of Trail the 24th day of November, 2014.

Written consent to adopt this bylaw was received from the City of Rossland the 10th day of November, 2014.

Written consent to adopt this bylaw was received from the Village of Fruitvale the 17th day of November, 2014.

Written consent to adopt this bylaw was received from the Village of Warfield the 10th day of November, 2014.

Written consent to adopt this bylaw was received from the Village of Montrose the 18th day of November, 2014.

APPROVED by the Inspector of Municipalities this 21st day of January, 2015.

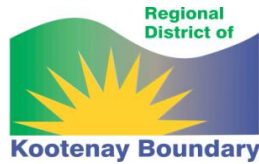
RECONSIDERED AND ADOPTED this 26th day of February, 2015.

Chair

Manager of Corporate Administration

I, Theresa Lenardon, Manager of Corporate Administration of the Regional District of Kootenay Boundary, do hereby certify the foregoing to be a true and correct copy of Regional District of Kootenay Boundary Bylaw No. 1564 cited as "Regional District of Kootenay Boundary Economic Development (Kootenay) Service Amendment Bylaw No. 1564, 2014" as reconsidered and adopted this 26th day of February, 2015.

Manager of Corporate Administration



**REGIONAL DISTRICT OF KOOTENAY BOUNDARY
BYLAW NO. 1572**

A Bylaw of the Regional District of Kootenay Boundary in the Province of British Columbia to authorize the borrowing of funds for the construction of an aerial sewer line crossing the Columbia River for the East End Regional Sanitary Sewer Service.

WHEREAS the Regional District of Kootenay Boundary has established by Bylaw No. 1549, 2014 a service for the purpose of collecting, conveying, treatment and disposal of sewage;

AND WHEREAS it is deemed desirable and expedient to make improvements to the sewer system through the construction of an aerial crossing to convey sewage across the Columbia River;

AND WHEREAS the estimated costs of the improvements to the East End Regional Sanitary Sewer is the sum of Four Million Two Hundred Thousand Dollars (\$4,200,000.00);

AND WHEREAS the maximum term for which a debenture may be issued to secure the debt created by this bylaw is for a term not to exceed 25 years;

AND WHEREAS the authority to borrow under this bylaw expires five years from the date on which this bylaw is adopted;

AND WHEREAS the Regional District of Kootenay Boundary Board of Directors has obtained the approval of the participating areas in accordance with Section 823.1 and 801.4 of the *Local Government Act*;

NOW THEREFORE BE IT RESOLVED that the Regional District of Kootenay Boundary Board of Directors, in open meeting assembled, hereby enacts as follows:

1. The Regional District of Kootenay Boundary Board of Directors is hereby empowered and authorized to undertake and carry out or cause to be carried out improvements to the East End Regional Sewer Service through the construction of an aerial sewer line crossing across the Columbia River and to do all things necessary in connection therewith and without limiting the generality of the foregoing:
 - a) to borrow upon the credit of the Regional District of Kootenay Boundary a sum not exceeding Four Million Two Hundred Thousand Dollars (\$4,200,000.00).
2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is 25 years.
3. This bylaw may be cited as "Regional District of Kootenay Boundary East End Regional Sewer Service (Aerial Crossing) Loan Authorization Bylaw No. 1572, 2015".

READ A FIRST TIME

READ A SECOND TIME

READ A THIRD TIME

I, Theresa Lenardon, Manager of Corporate Administration of the Regional District of Kootenay Boundary, hereby certify the foregoing to be a true and correct copy of Bylaw No. 1572 cited as the "Regional District of Kootenay Boundary East End Regional Sewer Service (Aerial Crossing) Loan Authorization Bylaw No. 1572, 2015" as read a third time this.

Manager of Corporate Administration

Consent, pursuant to Section 801.4 of the Local Government Act, to adopt Bylaw No. 1572, 2015 was received from the City of Rossland the

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Consent, pursuant to Section 801.4 of the Local Government Act, to adopt Bylaw No. 1572, 2015 was received from the City of Rossland the

APPROVED by the Inspector of Municipalities the

RECONSIDERED AND FINALLY ADOPTED this

Chair

Manager of Corporate Administration

I, Theresa Lenardon, Manager of Corporate Administration of the Regional District of Kootenay Boundary, hereby certify that this is a true and correct copy of Bylaw No. 1572 cited as the "Regional District of Kootenay Boundary East End Regional Sewer Service (Aerial Crossing) Loan Authorization Bylaw No. 1572, 2015" as reconsidered and finally adopted this

Manager of Corporate Administration