

Regular Meeting of the Board of Directors

December 12, 2018

4:30 pm

RDKB Board Room, Trail, B.C

FINAL AGENDA

1. Call to Order

2. Consideration of the Agenda (Additions/Deletions)

- 2a)** The agenda for the December 12, 2018 meeting of the Regional District of Kootenay Boundary Board of Directors is presented.

Recommendation: Corporate Vote Unweighted

The agenda for the December 12, 2018 meeting of the Regional District of Kootenay Boundary Board of Directors be adopted as presented.

3. Minutes

- 3a)** The minutes of the Regional District of Kootenay Boundary Board of Directors Inaugural meeting held November 14, 2018 are presented.

[Minutes-Inaugural Meeting of the BoD- 14 Nov 2018 - BoD Nov. 29 2018 - Pdf](#)

Recommendation: Corporate Vote Unweighted

That the minutes of the Regional District of Kootenay Boundary Board of Directors Inaugural meeting held November 14, 2018 be adopted as presented.

- 3b)** The minutes of the Regional District of Kootenay Boundary Board of Directors meeting held November 29, 2018 are presented.

[Minutes-Regular Meeting of the Board of Directors - 29 Nov 2018 - BoD Dec 12 18 - Pdf](#)

Recommendation: Corporate Vote Unweighted

That the minutes of the Regional District of Kootenay Boundary Board of Directors meeting held November 29, 2018 be adopted as presented.

4. Delegation(s)

5. Corporate Communications

**5a) F. Maika, Corporate Communications Officer
Draft Strategic Communications Plan and Brand Refresh Project**

A staff report from F. Maika, Corporate Communications Officer regarding the draft RDKB Communications Strategy and Brand Refresh Project is presented.

[Staff Report Corp Comm Plan-BoD-Dec 12 18](#)

[Corp Comm Plan-BoD-Dec 12 18](#)

[Corp Comm-Brand Refresh Files-BoD-Dec 12 18](#)

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors direct Corporate Communications to take the plan to the staff-based RDKB Communications Working Group for further refinements and feedback and to submit a final draft of the communications strategy to the Board for approval in January 2019.

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approve the draft designs completed to date and direct Corporate Communications to complete the remaining designs as well as implement all brand refresh materials in early 2019.

6. Unfinished Business

6a) REVISED Post-Election Board Orientation, Strategic Planning, and Service Work Planning Sessions Schedule

[Revised Board Orientation and Planning Sessions Schedule - Dec 12](#)

Recommendation: Corporate Vote Unweighted

That the revised Board and Orientation and Planning sessions scheduled be received.

**6b) 2019 RDKB Board and Committee Meeting Calendar
As Revised from November 29/18**

The following are the revisions that have been made to the attached calendar since the Board of Directors reviewed the meeting schedule at the November 29, 2018 Board meeting:

1. Addition of the Solid Waste Management Plan Steering Committee meetings to the same day as the Electoral Area Services Committee meetings. The meeting time is to be determined.
2. The January Electoral Area Services Committee meeting has been moved from January 10th to January 24th.
3. The Board meeting and Emergency Operations session originally scheduled for Thursday, March 21st has been moved to Wednesday, March 20th.
4. The Board Governance and Strategic Planning sessions have been moved from Friday, April 5th and Saturday, April 6th to Friday, March 28th and Saturday, March 29th.
5. The scheduling of FCM dates in May has been revised to illustrate the FCM commencing Wednesday, May 30 and ending Sunday June 2 (remembering that Monday, May 28 and Tuesday, June 29th will be travel days).

[DRAFT-2019-Committee & Brd Mtg Calendar-BoD-Nov 29 2018](#)

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors adopt the revised 2019 RDKB Board and Committee Meeting schedule.

7. Communications (Information Only)

7a) Minister Robinson-Ministry of Municipal Affairs and Housing-Nov. 15/18

Re: Foundational Principles of Responsible Conduct

[S. Robinson-Minister-MAH-ResponsibleConduct-BoD-Dec 12 18](#)

7b) The Honourable J. Horgan, Premier-Nov. 16/18

Re: Congratulations

[Premier Horgan-Congrats-BoD-Dec 12 18](#)

7c) J. Strilaeff, President & CEO, Columbia Basin Trust-Nov. 19/18

Re: Congratulations

[CBT-Congrats-BoD-Dec 12 18](#)

- 7d) G. Ruth, Auditor General for Local Government (AGLG)-Nov.29/18**
Re: Congratulations and AGLG Mandate
[Auditor General for Local Gov-Mandate-BoD-Dec 12 18](#)

Recommendation: Corporate Vote Unweighted

That Communications (Information Only) Items 7a - 7d) be received and direction at the discretion of the Board.

8. Reports

- 8a) Monthly Schedule of Vendor Payments**
Cheque Register Summary-Ending November 2018
Director Cacchioni, Finance Liaison
[Cheque Register Summary-Nov - BoD-Dec 12 18](#)

Recommendation: Corporate Vote Unweighted

That the Monthly Schedule of Vendor Payments-Cheque Register Summary ending November 30, 2018 in the amount of \$885,063.53 be received.

- 8b) Adopted RDKB Committee Minutes**

Electoral Area Service Committee (Oct. 11) and Liquid Waste Management Plan Steering Committee Phase 3 (Nov. 1/18).

[Minutes-Electoral Area Services Committee - 11 Oct 2018-BoD Dec 12 18- Pdf](#)
[Minutes-LWMP Stage 3 Steering Committee - 01 Nov 2018 - BoD Dec 12 18 - Pdf](#)

Recommendation: Corporate Vote Unweighted

That the minutes of the RDKB Electoral Area Service Committee meeting (Oct. 11/18) and the Liquid Waste Management Plan Steering Committee Phase 3 meeting (Nov. 1/18) be received.

9. New Business

- 9a) G. Denkovski, Manager of Infrastructure and Sustainability**
Re: Disposition of East End Sanitary Sewer Infrastructure Assets
Director McGregor Environmental Services Liaison

A Staff report from Goran Denkovski, Manager of Infrastructure and Sustainability regarding the 2018 Disposition of East End Sanitary Sewer Infrastructure Assets is presented.

[Staff Report - East End Sewer Service Disposing of Assets - Board - December 6 2018 - Pdf](#)

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors direct Staff to execute the Sewer Infrastructure Asset Purchase Agreements with the City of Trail and the City of Rossland. **FURTHER** that the Board direct Staff to transfer any right of ways associated with the purchase agreement. **FURTHER** that the Board direct Staff to amend the East End Regional Sanitary Sewer Service Establishment Bylaw 1549 to reflect the asset disposition.

9b) G. Denkovski, Manager of Infrastructure and Sustainability
Re: Gas Tax Application Electoral Area 'E' /
West Boundary Westbridge Recreation Society

Director McGregor, Environmental Services Liaison

[Westbridge Recreation Society Building Gas Tax November 2018](#)

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approves the Gas Tax application submitted by the Westbridge Recreation Society and the allocation of Gas Tax funding in the amount of \$40,849.73 from Electoral Area 'E'/West Boundary for the costs associated with the construction of a new building. **FURTHER** that the Board approves the RDKB signatories to sign and enter into the agreement.

9c) G. Denkovski, Manager of Infrastructure and Sustainability
Re: Fortis BC Funded Senior Energy Specialist

Director McGregor, Environmental Services Liaison

A staff report from Goran Denkovski, Manager of Infrastructure and Sustainability regarding Fortis BC funding an RDKB temporary 2 yr Exempt Senior Energy Specialist staff position.

[Staff Report - Fortis BC Senior Energy Specialist Funding - Board - December 12 2018 - Pdf](#)

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approve the agreement with Fortis BC in an amount equal to 100 % of the cost for the Senior Energy Specialist position for a term of 2 years.

9d) D. Dean, Manager of Planning and Development
Re: Referral for Proposed Cannabis Retail Store-Trail, BC

A staff report from Donna Dean, Manager of Planning and Development regarding a referral from the City of Trail for an application to the Liquor and

Cannabis Regulation Branch for a proposed retail store on Rossland Avenue, Trail, BC is presented.

[Staff Rpt-City of Trail-Cannabis Referral-BoD-Dec 12 18](#)

Recommendation: Corporate Vote Unweighted

That the staff report from Donna Dean, Manager of Planning and Development regarding the City of Trail's Referral for a Proposed Cannabis Retail Store at 876 Rossland Avenue, Trail be received.

9e) T. Dueck, Solid Waste Program Coordinator
Re: Scrap Metal Recycling Contract Award

A Staff Report from Tim Dueck, Solid Waste Program Coordinator regarding the awarding of a contract to collect, process and recyclable scrap metal from RDKB solid waste facilities is presented.

[Staff Report - Scrap Metal Recycling Contract Award - Board - Dec 12 2018 - Pdf](#)

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors direct staff to award a contract to Alpine Group for the Removal, Transportation & Recycling of Scrap Metal commencing on January 1st, 2019 and ending on March 31, 2021 based on the submitted proposal received on December 4, 2018. **FURTHER** that the Board authorize the RDKB signatories to sign and enter into the agreement.

9f) J. Dougall, General Manager Environmental Services
Re: Rock Creek Transfer Station and West Boundary Landfill Operating Hours

Director McGregor, Environmental Services Liaison

A Staff Report from Janine Dougall, General Manager of Environmental Services which provides follow-up information regarding vehicle usage statistics at the Rock Creek Transfer Station and West Boundary Landfill to allow consideration of potentially changing operating hours at the two facilities is presented.

[Staff Report-Solid Waste Facility Hours-Board-December 12, 2018](#)

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors not alter the operating hours at the West Boundary Landfill and Rock Creek Transfer Station, based on data which shows vehicle use numbers at the facilities have not significantly changed since the closure of the unattended recycling bins in Greenwood and Rock Creek.

9g) Grants in Aid-Ending December 6, 2018

[Grant-in-Aid-Board-December 12 2018pdf](#)

**Recommendation: Stakeholder Vote (Electoral Area Directors)
Weighted**

That the following Grants in Aid be approved:

1. St. John's Anglican Church, Fruitvale – Robbie Burns Day Celebration – Electoral Area 'A' - \$500
2. 2.Collective Roots Consulting Ltd. – Presentation of Kettle River Watershed Management Plan History – Electoral Area 'D'/Rural Grand Forks - \$825.00
3. Collective Roots Consulting Ltd. – Presentation of Kettle River Watershed Management Plan History – Electoral Area 'E'/West Boundary - \$975.00

9h) West Boundary Recreation Grants

[West Boundary Rec Grant-Boundary Martial Arts Club-BoD-Dec 1 18](#)

[West Boundary Rec Grant-Kelowna & Dist Society PeopleinMotion-BoD-Dec 12 18](#)

Recommendation: Stakeholder Vote (Electoral Area E/West Boundary, Greenwood & Midway)

That the following West Boundary Recreation grant applications be approved:

1. Boundary Martial Arts Club-\$3,000
2. Kelowna & District Society for People in Motion-\$6,000

10. Bylaws

10a) Boundary Economic Development Bylaws

Bylaws 697; Economic Development (Electoral Area E/West Boundary) Service Establishment

Bylaw 1698; Economic Development (Grand Forks Area) Service Establishment

Bylaw 1699; Economic Development (Boundary) Service Establishment

[Staff Report-BEDS Service Review-Draft Econ Dev Bylaws-BoD-Nov 28 2018](#)

[Bylaw1697-Establish Area E WestBoundary EconDev Service](#)

[Bylaw1698-Establish GF Area EconDev Service](#)

[Bylaw1699-Amends Boundary EconDev ServiceEstablishment Bylaw 1389](#)

Recommendation: Corporate Vote Unweighted

That Regional District of Kootenay Boundary Economic Development (Electoral Area E/West Boundary) Service Establishment Bylaw No. 1697, 2018 be read a First, Second and Third Time.

Recommendation: Corporate Vote Unweighted

That Regional District of Kootenay Boundary Economic Development (Grand Forks Area) Service Establishment Bylaw No. 1698, 2018 be read a First, Second and Third Time.

Recommendation: Corporate Vote Unweighted

That Regional District of Kootenay Boundary Economic Development (Boundary) Service Establishment Amendment Bylaw No. 1699, 2018 be read a First, Second and Third Time.

10b) Bylaw No. 1692-Amending RDKB Rural Land Use Bylaw No. 855

Public Hearing Minutes-Nov. 26/18

Third Reading, Reconsideration and Adoption

[Minutes-Public-Hearing-Bylaw 1692 -Board-Dec 12 18](#)

[Bylaw 1692 Jewel Lake Cannabis Legalization-BoD-Dec 12 18](#)

Recommendation: Corporate Vote Unweighted

That the minutes of the Public Hearing held on November 26, 2018 for RDKB Bylaw No. 1692, 2018 be received.

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

That Regional District of Kootenay Boundary Rural Land Use Amendment Bylaw No. 1692, 2018 be read a Third time.

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

That Regional District of Kootenay Boundary Rural Land Use Amendment Bylaw No. 1692, 2018 be Reconsidered and Adopted.

11. Late (Emergent) Items

12. Discussion of Items for Future Meetings

13. Question Period for Public and Media

14. Closed Meeting

- a) Proceed to a closed meeting pursuant to Section 90 (1) (g) of the *Community Charter*.

15. Adjournment



Statutory Meeting of the Board of Directors

Minutes

Wednesday, November 14, 2018

The Regional District of Kootenay Boundary Board Room, Trail, BC

Present: Director R. Russell, Chair
Director G. McGregor, Vice-Chair
Director D. Langman
Director A. Grieve
Director L. Worley
Director V. Gee
Director S. Morissette
Director M. Walsh
Director R. Cacchioni
Director A. Morel
Director B. Taylor
Director G. Shaw
Director R. Dunsdon

Staff: M. Andison, Chief Administrative Officer
M. Forster, Executive Assistant/Recording Secretary
T. Lenardon, Manager of Corporate Administration
J. Chandler, General Manager of Operations/Deputy CAO
J. Dougall, General Manager of Environmental Services
F. Maika, Corporate Communications Officer
D. Derby, Regional Fire Chief
D. Dean, Manager of Planning and Development
L. DePellegrin – IAFF – Local 941

Others: R. Brown, Provincial Court Judge
R. Cannings, MP – South Okanagan – West Kootenay

Call to Order

The Manager of Corporate Administration called the meeting to order at 6:00 pm.

Consideration of the Agenda

The agenda for the Regional District of Kootenay Boundary Board of Directors November 14, 2018 Inaugural meeting was presented.

The agenda was amended by the addition of a closed (in camera) meeting and a new item under 12b.

497-18 Moved: Director Cacchioni Seconded: Director Worley

Corporate Vote Unweighted

That the agenda for the Regional District of Kootenay Boundary Board of Directors November 14, 2018 Inaugural meeting be adopted as amended.

Carried

Oaths of Office

The Oaths of Office were conducted by Provincial Court Judge Rob Brown.

Election of the Board Chair for the Year 2019

The Manager of Corporate Administration reviewed the process involved for electing the Board Chair and called a first time for nominations for Chair of the Regional District of Kootenay Boundary Board of Directors for the year 2019.

Moved: Director Gee

That Director Russell be nominated for the position of Chair of the Regional District of Kootenay Boundary Board of Directors for the year 2019.

Director Russell accepted the nomination.

The Manager of Corporate Administration called a second time for nominations for Chair of the Regional District of Kootenay Boundary Board of Directors for the year 2019.

The Manager of Corporate Administration called a third and final time for nominations for Chair of the Regional District of Kootenay Boundary Board of Directors for the year 2019.

There being no further nominations, Director Russell was declared by acclamation, the Chair of the Regional District of Kootenay Boundary Board of Directors for the year 2019.

Election of the Board Vice-Chair for the Year 2019

The Manager of Corporate Administration advised that the process for nominating and electing the Board Vice-Chair was the same as that for nominating and electing the Board Chair. She called a first time for nominations for Vice-Chair of the Regional District of Kootenay Boundary Board of Directors for the year 2019.

Moved: Director Russell

That Director McGregor be nominated for the position of Vice-Chair of the Regional District of Kootenay Boundary Board of Directors for the year 2019.

Director McGregor accepted the nomination.

The Manager of Corporate Administration called a second time for nominations for Vice-Chair of the Regional District of Kootenay Boundary Board of Directors for the year 2019.

Moved: Director Langman

That Director Grieve be nominated for position of Vice-Chair of the Regional District of Kootenay Boundary Board of Directors for the year 2019.

Director Grieve accepted the nomination.

The Manager of Corporate Administration called a third and final time for nominations for Vice-Chair of the Regional District of Kootenay Boundary Board of Directors.

There being no further nominations, the Directors nominated for the position of Vice-Chair were each given an opportunity to address their Board colleagues.

Pursuant to Board policy, blank secret ballots were distributed and a vote was held for the position of Vice-Chair.

The Manager of Corporate Administration declared that Director McGregor was elected Vice-Chair of the Regional District of Kootenay Boundary Board of Directors for the year 2019.

Destruction of the Ballots

498-18 Moved: Director Worley Seconded: Director McGregor

Corporate Vote Unweighted

That the ballots used for the elections of the RDKB Board Chair and Board Vice-Chair for the year 2019 be destroyed.

Carried

Turn the Meeting Over to the Chair

The Manager of Corporate Administration turned the meeting over to Chair Russell and he assumed the Chair.

Banks

RDKB: Canadian Imperial Bank of Commerce (CIBC)-Trail, BC

Grand Forks Recreation: Canadian Imperial Bank of Commerce (CIBC)-Grand Forks, BC

Beaver Valley Regional Parks, Trails and Recreation: Kootenay Savings Credit Union-Fruitvale, BC

Other: Heritage Savings & Credit Union-Greenwood, BC

499-18 Moved: Director McGregor Seconded: Director Langman

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors appoints the Canadian Imperial Bank of Commerce, Trail, BC; Canadian Imperial Bank of Commerce, Grand Forks, BC; Kootenay Savings Credit Union; Fruitvale, BC and the Heritage Savings and Credit Union; Greenwood, BC as the RDKB's Financial Institutions for the Year 2019.

Carried

Signing Authority for the Year 2019

500-18 Moved: Director Taylor Seconded: Director Morissette

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors appoints the Board Chair, Board Vice-Chair, Finance Liaison, Chief Administrative Officer, Deputy Chief Administrative Officer, General Manager of Finance and Financial Services Manager as RDKB signing authorities for the Year 2019. **FURTHER** that Directors Cacchioni, Worley and Langman be appointed as the (East-End) Directors at Large Signing Authorities.

Carried

Board Appointments (Other)**Municipal Finance Authority (MFA)**

501-18 Moved: Director Dunsdon Seconded: Director Worley

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors appoints the Board Chair and the Board Vice-Chair as Alternate to the Municipal Finance Authority for the Year 2019.

Carried

Municipal Insurance Association (MIA)

502-18 Moved: Director Worley Seconded: Director Morel

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors appoints the Board Chair to the Municipal Insurance Association for the Year 2019. **FURTHER** that the Board appoint Director McGregor as the RDKB Alternate Director for the Year 2019.

Carried

Chair Appointments to Standing Committees

The Chair Appointments will be announced at a later date.

New Business

Schedule of Post-Election Board Orientation and Planning Sessions

503-18 Moved: Director Langman Seconded: Director Dunsdon

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors receive the Board Orientation and Planning Sessions Schedule as presented.

Carried

D. Derby

Re: Passing of Retired Captain Tim Boutin

D. Derby, Regional Fire Chief, informed the Board of Directors of the passing of retired Captain Tim Boutin.

Discussion of Items for Future Meetings

Director Gee informed the Board that an invitation has been extended by TOTA to have a future meeting at Big White. The date of the meeting will be announced at a later date.

Question Period for Public and Media

A question period for public and media was not required.

Closed (In camera) Session

Proceed to the closed (in camera) meeting pursuant to Section 90 (1) m of the *Community Charter*.

504-18 Moved: Director Grieve Seconded: Director Dunsdon

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors proceed to a closed meeting pursuant to Section 90 (1)(m) of the *Community Charter* at 7:00 pm.

Carried

Closed Meeting Items for Release to the Open Meeting

Collective Agreement - IAFF - Local 941

That the Regional District of Kootenay Boundary Board of Directors endorse a one time only exception to the IAFF Local 941 contract to permit funding of up to 2 month's salary for the provision of funeral costs.

Reconvene to the Open Meeting

The Regional District of Kootenay Boundary Board of Directors reconvened to the open meeting at 7:10.

Adjournment

There being no further business to discuss, the open meeting was adjourned at 7:11 pm.



Regular Meeting of the Board of Directors

November 29, 2018

RDKB Board Room, Grand Forks, B.C

Minutes

Present:

Director R. Russell, Chair
Director G. McGregor, Vice-Chair
Director A. Grieve
Director L. Worley
Director V. Gee
Director S. Morissette
Director M. Walsh
Director R. Cacchioni
Director D. Langman
Director A. Morel
Director B. Taylor
Director G. Shaw
Director R. Dunsdon

Staff:

M. Andison, Chief Administrative Officer
T. Lenardon, Manager of Corporate Administration/Recording Secretary
J. Chandler, GM Operations/Deputy Chief Administrative Officer
B. Burget, GM Finance
J. Dougall, GM Environmental Services
D. Derby, Regional Fire Chief
C. Marsh, Manager of Emergency Programs
D. Heriot, Fire Chief, City of Grand Forks
G. Watt, Flood Recovery Manager (RDKB Emergency Management/City of Grand Forks)

Others:

M. Ritchie & D. Ritchie, applicants, Development Variance Permit
D. Battistella, President, ILMA (Delegation)
B. Simpson, Technical Adviser, ILMA (Delegation)
M. Semeniuk, Atco Lumber (Delegation)
D. Macmaster, Vaagen Canada (Delegation)

Call to Order

The Chair called the meeting to order at 6:02 p.m.

Consideration of the Agenda (Additions/Deletions)

The agenda for the November 29, 2018 meeting of the Regional District of Kootenay Boundary Board of Directors was presented.

The Manager of Corporate Administration noted the following changes to the agenda:

Additions to 11) Late Emergent Items:

- 11a) a staff report respecting an application for UBCM Community Emergency Preparedness Funding Evacuation Route Planning Grant,
- 11b) verbal update regarding staff follow-up with Canada Post on the distribution of the public communication flyer mail outs for the referenda on the establishment of the Boundary Integrated Watershed Service,
- Move Item 8d) application for Development Variance Permit to the front of the agenda after Delegations, and
- Move Item 9q) staff report regarding the purchase of a new pumper engine for RDKB Electoral Area D Fire Protection Service to the front of the agenda after Delegations, and it was;

497-18 Moved: Director Dunsdon Seconded: Director McGregor

Corporate Vote Unweighted

That the agenda for the November 29, 2018 meeting of the Regional District of Kootenay Boundary Board of Directors be adopted as amended.

Carried.

Minutes

The minutes of the Regional District of Kootenay Boundary Board of Directors meeting held October 25, 2018 were presented.

The minutes will be revised with updating the location of the October 25th Board meeting from Trail, BC to Grand Forks, BC and it was;

498-18 Moved: Director Gee Seconded: Director Langman

Corporate Vote Unweighted

That the minutes of the Regional District of Kootenay Boundary Board of Directors meeting held October 25, 2018 be adopted as amended.

Carried.

Delegation(s)**Interior Lumber Manufacturers Association (ILMA)**

Brian Simpson, Technical Adviser, ILMA, Dan Battistella, President, ILMA, Mark Semeniuk, Atco Wood Products, Dan Macmaster, Vaagen Canada

The Chair welcomed the delegates to the meeting.

D. Battistella thanked the Board for the opportunity to attend the meeting to present information respecting access to land base in B.C. for timber harvesting and he introduced the other members of the ILMA delegation.

On behalf of ILMA, Mr. Battistella presented the following concerns and comments:

- There is a lack of land base for timber harvesting in BC.
- There are challenges with communicating the importance that an available land base has for rural BC and for the economy overall.
- The total area of BC is 95 million hectares with 56 million hectares dedicated for forested land base, 22 million hectares available for timber harvesting and there is approximately 20,000 hectares harvested annually.
- Approximately 30% of BC's forests is protected from harvest (e.g. for parks, conservation, ecological reserves, etc.).
- Approximately 50% of BC's forests has some level of harvest restriction beyond the 30% (e.g. under the *Forest Practices Act* and including community watershed, ungulate winter range, visuals etc.).

There was a review of the Boundary TSA and Mr. Battistella provided an illustration of some of the timber harvesting land base that has been removed. The delegates answered inquiries and addressed concerns from the Board members respecting logging practices. They encouraged Directors to contact the ILMA for further information and they advised that they would welcome the opportunity to speak with concerned constituents as well.

Chair Russell noted the level of energy the RDKB has given into building relationships with industry and the province around forestry matters and that there has been some progress. He stated that in his own opinion, it is difficult for the Board to advocate on the matter of access to the land base for harvesting timber.

Mr. Battistella advised that a solutions document, to support the delegates' message with the public and other levels of government, will be sent to the Board of Directors in the near future.

The Chair thanked the delegates for their presentation.

Items Brought Forward on Agenda

**Item 8d) Michael & Deborah Ritchie
Application for a Development Variance Permit
375 & 377 Rock Ridge Road, Big White**

499-18 Moved: Director Gee Seconded: Director McGregor

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Development Variance Permit application submitted by Deborah Ritchie on behalf of Michael and Deborah Ritchie; and Brody Thomson, to allow for a reduction to the minimum setback into an interior side yard from 4 metres to 2.8 metres; a 1.2 metre variance on the property legally described as Lot 9, Plan KAS2476, District Lot 4109s, SDYD; and a reduction to the interior side yard setback from 4 metres to 0.37 metres; a 3.63 metre variance on the property legally described as Lot 10, Plan KAS2476, District Lot 4109s, SDYD, Big White, Electoral Area 'E'/West Boundary be supported.

Carried.

J. Chandler, GM of Operations/Deputy CAO

Re: Purchase of New Pumper Engine - RDKB Area 'D' Fire Protection Service

500-18 Moved: Director McGregor Seconded: Director Worley

Corporate Vote Unweighted (Single Participant Service)

That the Board of Directors approve purchasing the 2020 Rosenbauer Triple Combination Pumper from Rocky Mountain Phoenix, per the staff reported titled 'Purchase of new Fire Pumper Engine, Kootenay Boundary Regional District Area 'D' Fire Protection Service', dated November 29th, 2018, with a purchase price of \$538,434.70 excluding GST;

FURTHER, that the Board of Directors approve up to \$540,000 be allocated from the capital budget for the purchase of the new engine and this funding is associated in whole per the loan authorization Bylaw No. 1654.

Carried.

Unfinished Business

Draft 2019 Meeting Calendar

The Board members and staff reviewed the proposed 2019 meeting calendar. The Manager of Corporate Administration identified scheduling conflicts and after further discussion it was;

501-18 Moved: Director Cacchioni Seconded: Director Grieve

Corporate Vote Unweighted

That the draft 2019 RDKB Board and Committee meeting schedule be referred back to staff for revisions as per the Board's discussion held on November 29, 2018. **FURTHER** that a revised meeting schedule be presented to the Board of Directors for further review and adoption at the December 12th Board meeting.

Carried.

M. Andison, CAO

Re: Revised Post-Election Board Orientation, Strategic Planning and Service Work Plan Sessions

502-18 Moved: Director Grieve Seconded: Director Morel

Corporate Vote Unweighted

That the Memorandum from Mark Andison, Chief Administrative Officer, regarding the revised post-election Board Orientation, Strategic Planning and Service Work Plan sessions be referred back to staff to make the necessary changes further to the discussion and recommended revisions to the draft 2019 RDKB Board and Committee Meeting calendar.

Carried.

C. Marsh and G. Watt

Re: Flood Recovery Update and Presentation

Mr. Marsh and Mr. Watt introduced themselves to the Board and explained their roles in the 2018 Boundary Flooding. They advised that they were attending the meeting to present a recap of the flooding event and to provide an update on response and recovery via video. The video includes drone footage highlighting the devastation the flooding had, and still has on homes, business, critical infrastructure, farmland, transportation and on the emotional and mental well-being of residents. Recovery may take up to five years.

The challenges with the event and the recovery phase, the location of the flooding devastation throughout the City of Grand Forks, Christina Lake and beyond (e.g. the West Boundary) were reviewed and the Incident Command in Operation, recovery communications and coordination including supports for: housing, critical infrastructure, the economic community, wellness and the environment were discussed.

Mr. Watt advised that the province has committed to establishing an Emergency Act, an interim recovery framework and changes to "recovery" using lessons learned from the Boundary flooding. He explained the Disaster Mitigation and Adaption Fund for flood mapping and hazard analysis and Mr. Marsh advised that grant funds for a Flood Response Plan will assist with developing a Plan in 2019. The Plan would apply region-wide. Community presentations to educate the public were also discussed.

The Board thanked Mr. Marsh and Mr. Watt for they work they have done and for attending the meeting to provide the update.

Communications (Information Only)

Honorable John Horgan, Premier-Oct. 31/18

Re: 2018 Grand Forks and Boundary Flooding

K. LeNoury, Assessor, Thompson Okanagan-Nov. 6/18

Re: Congratulations to Elected Officials

Fortis

Re: Power to Substation at Beaver Creek-Electoral Area A

Petition from Natural Assets Initiative to PSAB

Re: Recognition of Natural Assets

503-18 Moved: Director Grieve Seconded: Director McGregor

Corporate Vote Unweighted

That Communications Information Only Items 6a-6d) be received.

Carried.

The Board discussed the Petition from the Natural Assets Initiatives (NAI) to the Public Sector Accounting Board (PSAB), and it was;

504-18 Moved: Director Russell Seconded: Director Taylor

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors direct staff to communicate support to the Public Sector Accounting Board for the submission presented from the Natural Assets Initiative.

Carried.

Reports

**Monthly Schedule of Vendor Payments-Cheque Register Summary
Ending October 2018**

505-18 Moved: Director Cacchioni Seconded: Director McGregor

Corporate Vote Unweighted

That the Cheque Register Summary (Monthly Schedule of Vendor Payments) ending October 31, 2018 in the amount of \$1,516,834.93 be received.

Carried.

Adopted RDKB Recreation Commission Minutes

The minutes of the Electoral Area C/Christina Lake (Nov. 10/18) and Electoral Area D/Rural Grand Forks (Nov. 11/18) Recreation Commission minutes were presented.

506-18 Moved: Director McGregor Seconded: Director Dunsdon

Corporate Vote Unweighted

That the minutes of the Electoral Area C/Christina Lake (Nov. 10/18) and Electoral Area D/Rural Grand Forks (Nov. 11/18) Recreation Commission meetings be received.

Carried.

Draft RDKB Electoral Area Advisory Planning Commission Minutes

Draft minutes of the RDKB Electoral Advisory Planning Commission (APC) meetings held during November 2018 for Electoral Area B/Lower Columbia-Old Glory, Electoral Area C/Christina Lake, Electoral Area D/Rural Grand Forks and Electoral Area E/Big White were presented.

507-18 Moved : Director Worley Seconded: Director McGregor

Corporate Vote Unweighted

That the following draft minutes of the RDKB Electoral Advisory Planning Commission (APC) meetings held during November 2018 be received: Electoral Area B/Lower Columbia-Old Glory (Nov 5/18), Electoral Area C/Christina Lake (Nov 6/18), Electoral Area D/Rural Grand Forks (Nov 6/18) and Electoral Area E/Big White (Nov 6/18).

Carried.

Adopted RDKB Committee Minutes

The following minutes of RDKB Committee meetings as adopted by the respective Committees were presented: Utilities Committee (June 13/18), Beaver Valley Regional Parks, Trails and Recreation Committee (Oct 9/18) and Boundary Community Development Committee (Oct 3/18).

508-18 Moved: Director Grieve Seconded: Director Langman

Corporate Vote Unweighted

That the following minutes of the RDKB Committee meetings as adopted by the respective Committees be received: Utilities Committee (June 13, 2018), Boundary Community Development Committee (Oct 3, 2018), Beaver Valley Regional Parks and Trails and Recreation Committee (Oct 9, 2018).

Carried.

Staff will update the minutes of the Electoral Area Service Committee meeting held October 11, 2018 and they will be presented to the Board at the December 12, 2018 meeting.

B. Burget, General Manager of Finance

Re: 2019 - 2023 Financial Plan

509-18 Moved: Director McGregor Seconded: Director Langman

Corporate Vote Unweighted

That the 2019 - 2023 Five Year Financial Plans be referred to the RDKB Committees for review.

Carried.

Monthly Committee Recommendations to Board of Directors

The RDKB Committee recommendations as adopted by the RDKB Committees this month are presented for consideration.

Boundary Community Development Committee (Nov 19/18)

Re: West Boundary Recreation Grant Application-Community Consultative Group

Director McGregor, Committee Chair

510-18 Moved: Director Dunsdon Seconded: Director Shaw

Stakeholder Vote (Electoral Area E/West Boundary, City of Greenwood, Village of Midway) Weighted

That the Regional District of Kootenay Boundary Board of Directors approve the grant application from the Community Consultative Group in the amount of \$500 for a New Year's Family Skate.

Carried.

Boundary Community Development Committee (Nov 19/18)

Re: West Boundary Recreation Grant Application-Midway Ladies Hockey

Director McGregor, Committee Chair

511-18 Moved: Director Dunsdon Seconded: Director Shaw

Stakeholder Vote (Electoral Area E/West Boundary, City of Greenwood, Village of Midway) Weighted

That the Regional District of Kootenay Boundary Board of Directors approve the grant application from the Midway Ladies Hockey in the amount of \$1,500 to reduce the cost of hockey and make it affordable for all women in the Boundary area.

Carried.

Boundary Community Development Committee (Nov 19/18)

Re: West Boundary Recreation Grant Application-Boundary Youth Soccer Association

Director McGregor, Committee Chair

512-18 Moved: Director Dunsdon Seconded: Director Shaw

Stakeholder Vote (Electoral Area E/West Boundary, City of Greenwood, Village of Midway) Weighted

That the Regional District of Kootenay Boundary Board of Directors approve the grant application from the Boundary Youth Soccer Association in the amount of \$2,000 for operational expenses, uniforms, equipment, insurance, coach and referee training and gym rentals.

Carried.

New Business**D. Derby, Regional Fire Chief****Re: Roderick Dhu Repeater Site Agreement (FortisBC)**

513-18 Moved: Director Worley Seconded: Director McGregor

Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approves the tower site license agreement with FortisBC Energy Inc. for a five-year term commencing September 1, 2018 and expiring August 31, 2023 at an annual cost of \$2,940 plus GST to FortisBC Energy Inc. payable monthly as set out in the Tower Site License Agreement Schedule B Commercial Terms. **FURTHER** that the Board authorize the RDKB signatories to sign and enter into the Agreement.

Carried.

Grant Application Sponsorship-Phoenix Foundation of Boundary Communities**RE: On Behalf of the Grand Forks Amateur Radio Club**

A request for the RDKB Board of Directors to assume the role of CRA sponsor on behalf of the Grand Forks Amateur Radio Club for the submission of an application to the Phoenix Foundation of the Boundary Communities was presented.

514-18 Moved: Director McGregor Seconded: Director Taylor

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approves assuming the role of CRA Sponsor on behalf of the Grand Forks Amateur Radio Club for the submission of an application to the Phoenix Foundation of the Boundary Communities for a grant to support the installation of a high gain antenna system and the placement of a repeater.

Carried.

B. Champlin, Manager of Building Inspection**Re: Draft 2019 Building Inspection Services (004) Work Plan**

515-18 Moved: Director Grieve Seconded: Director McGregor

Corporate Vote Unweighted

That the Draft 2019 Building Inspection Services (004) Work Plan be received and referred to a future meeting.

Carried.

C. Marsh, Manager of Emergency Programs**Re: Draft 2019 Emergency Preparedness Service (012) Work Plan**

Staff addressed concerns from Directors Grieve and Worley respecting challenges in educating the public to prepare for wildfire and other extreme weather events and emergencies and there was a discussion on how to accomplish public awareness with limited staff resources.

There was a further discussion about different ways to acquire additional staff resources (e.g. consultants, grants). Staff will review this matter further and will provide possible solutions to the Board of Directors at a future meeting.

The Emergency Communications Plan will remain a top priority. To assist the Board of Directors determine what issues need to be addressed in 2019, staff will review the list of objectives under "Significant Issues and Trends" in the Work Plan and will identify priorities from this list. Staff will also provide a breakdown on both provincial and local government financial responsibilities.

516-18 Moved: Director Cacchioni Seconded: Director Dunsdon

Corporate Vote Unweighted

That the Draft 2019 Emergency Preparedness Service (012) Work Plan be received and referred to a future meeting.

Carried.

Discussion Material Regarding Community Wildfire Protection Planning for the Boundary (Director Gee)

517-18 Moved: Director Gee Seconded: Director Cacchioni

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors instruct staff to prepare an application to the UBCM Community Resiliency Investment Program (FireSmart Community Funding and Supports) for community wildfire education and prevention.

518-18 Moved: Director Russell Seconded: Director McGregor

Corporate Vote Unweighted

That the recommendation be amended by adding the following: **FURTHER** that if staff feel the success of the application would assist in the delivery of the Emergency Preparedness Workplan, that staff be given authority to include the information in the context of the Emergency Preparedness Service Work Plan.

Voting on the original recommendation as amended-**Carried**.

M. Andison, CAO**Re: Draft 2019 General Government Services (001) Work Plan**

519-18 Moved: Director Grieve Seconded: Director McGregor

Corporate Vote Unweighted

That the Draft 2019 General Government Service (001) Work Plan be received as presented.

Carried.

D. Derby, Regional Fire Chief/Fire Dispatch Manager**Re: Draft 2019 9-1-1 Emergency Communications Service (015) Work Plan**

520-18 Moved: Director Langman Seconded: Director Cacchioni

Corporate Vote Unweighted

That the Draft 2019 9-1-1 Emergency Communications Service (015) Work Plan be received and referred to a future meeting.

Carried.

J. Dougall, GM Environmental Services**Re: Rockwool Proposal**

A Staff Report from Janine Dougall, General Manager of Environmental Services which provides information regarding a proposal received from Rockwool and outlines the implications to the operations at the Grand Forks Landfill was presented.

521-18 Moved: Director Cacchioni Seconded: Director Taylor

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors direct staff to explore potential cost-recovery and present the information to the Board of Directors at a future meeting.

Carried.

K. Gobeil, Senior Planner**Re: Electoral Area A - Front Counter Referral - Columbia Wireless**

A staff report from K. Gobeil, Planner, regarding a Front Counter BC referral for a proposed communication tower in Electoral Area 'A' south of the Village of Montrose (see Site Location Map; Subject Property Map; Applicant Submission) was presented.

522-18 Moved: Director Grieve Seconded: Director McGregor

Corporate Vote Unweighted

That the staff report regarding the proposed communication tower on unsurveyed crown land north of District Lot 11469, KD in Electoral Area 'A' be received.

Carried.

K. Gobeil, Senior Planner**Re: Forestry Referral - Atco Wood Products: Development Area E**

523-18 Moved: Director McGregor Seconded: Director Langman

Corporate Vote Unweighted

That the staff report regarding Atco Wood Products referral on unsurveyed crown lands north of Rossland in Electoral Area 'B'/Lower Columbia-Old Glory, be received.

Carried.

D. Dean, Manager of Planning and Development**Re: Boundary Area Food and Agriculture Plan Endorsement**

524-18 Moved: Director Gee Seconded: Director Worley

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors endorses the Boundary Area Agriculture and Food Plan (the Plan) by considering information in the Plan in relevant discussions and decision making; implementing the priority strategies and actions; and participating in partnerships and collaborative initiatives.

Carried.

T. Sprado, Manager of Recreation and Facilities**Re: Grant Funding App - Christina Creek Pedestrian Bridge**

525-18 Moved: Director McGregor Seconded: Director Langman

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approves the Regional District of Kootenay Boundary's funding application to the Canada-British Columbia Investing in Canada Infrastructure Program-Rural and Northern Communities for the development of the proposed Christina Creek Pedestrian Bridge in Christina Lake.

Carried.

M. Forster, Executive Assistant**Re: Appointment to the Columbia River Treaty Local Governments Committee (CRT LGC)**

The RDKB Board of Directors needs to appoint a second representative to the CRT LGC to "replace" a former RDKB Director who is no longer on the Board. It was noted that the staff report advises that the RDKB appointment is up for "renewal", therefore the staff report will be amended accordingly.

The Chair called a first time for nominations for the RDKB appointee to the CRT LGC.

526-18 Moved: Director Worley

That Director Langman be appointed to the Columbia River Treaty Local Governments Committee as the second Regional District of Kootenay Boundary representative.

Director Langman accepted the nomination.

The Chair called a second and third time for nominations to represent the RDKB Board of Directors on the CRT LGC.

Hearing no further nominations, Director Langman was appointed by acclamation as the RDKB's second representative to the Columbia River Treaty Local Governments Committee.

M. Forster, Executive Assistant

Re: Wood Stove Exchange Program Continuation

A staff report from Maureen Forster, Executive Assistant, regarding a proposal for the continuation of RDKB participation in the Provincial Wood Stove Exchange Program (WSEP) for 2019 was presented.

527-18 Moved: Director Morel Seconded: Director Worley

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approve the proposed Agreement for 2019 with BC Lung Association by utilizing leftover funds from 2018 and authorize the RDKB's signatory to endorse the Agreement.

Carried.

J. Chandler, GM of Operations/Deputy CAO

Re: Cancellation of Bylaw Contravention

A staff report from James Chandler, General Manager of Operations / Deputy CAO, regarding the cancellation of a Building Bylaw Contravention for the property described below as:

2-7700 Porcupine Road, Big White, B.C.

Electoral Area 'E' / West Boundary

Parcel Identifier: 026-135-264

Strata Lot 47 District Lot 4109S Similkameen Division Yale District Strata Plan KAS2516

Owner: 2492498 Ontario Inc.

528-18 Moved: Director McGregor Seconded: Director Grieve

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Board of Directors cancel the notice registered in the Land Title Office pursuant to Section 302 of the *Local Government Act* and Section 58 of the *Community Charter* against the property legally described as Strata Lot 47, District Lot 4109S, Similkameen Division Yale District, Strata Plan KAS2516.

Carried.

J. Chandler, GM of Operations/Deputy CAO

Re: Building Bylaw Contravention

A staff report from James Chandler, General Manager of Operations / Deputy CAO, regarding a Building Bylaw Contravention for the property described as:

4391 Highway 33, Westbridge, B.C.

Electoral Area 'E' / West Boundary

Parcel Identifier: 028-712-552

Lot 1 District Lot 619S Similkameen Division Yale District Plan KAP92479

Owners: Charles Beaudoin and Kimberly Chrystal

529-18 Moved: Director McGregor Seconded: Director Grieve

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Board of Directors invite the owners, Charles Beaudoin and Kimberly Chrystal, to appear before the Board to make a presentation relevant to the filing of a Notice in the Land Title Office pursuant to Section 302 of the *Local Government Act* and Section 57 of the *Community Charter* against the property legally described as Lot 1, District Lot 619S, Similkameen Division Yale District, Plan KAP92479.

Carried.

G. McGregor, Board Vice Chair

Re: Bell Network and Fibre Cable Discussion

530-18 Moved: Director McGregor Seconded: Director Worley

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors request the Ministry of Transportation and Infrastructure to consult with the Columbia Basin Broadband Corporation regarding Bell Canada's application for works in the Highway 3 right-of-way.

Carried.

Director Gee

Re: Regional Fire Administration Study Discussion

531-18 Moved: Director Gee Seconded: Director Worley

Corporate Vote Unweighted

That the discussion regarding a Regional Fire Administration Study be deferred to the December 12, 2018 Board meeting.

Carried.

Grants in Aid-Ending Nov. 29/18

532-18 Moved: Director Gee Seconded: Director Grieve

Stakeholder Vote (Electoral Area Directors) Weighted

That the following Grants in Aid be approved:

1. Village of Fruitvale – Electoral Area 'A' - \$500
2. Boundary Community Food Bank – Electoral Area 'C'/Christina Lake - \$250

3. Christina Lake Recreation Commission – Electoral Area 'C'/Christina Lake - \$2,000
4. Christina Lake Stewardship Society – Electoral Area 'C'/Christina Lake - \$1,425.40
5. Boundary Community Food Bank – Electoral Area 'D'/Rural Grand Forks - \$750
6. Grand Forks Community Christmas Dinner – Electoral Area 'D'/Rural Grand Forks - \$1000
7. Beaverdell Community Club & Recreation Commission – Electoral Area 'E'/West Boundary - \$3,000
8. Boundary Community Food Bank – Electoral Area 'E'/West Boundary - \$500
9. The Bridge Drop-in Centre – Electoral Area 'E'/West Boundary - \$500
10. Discover Rock Creek – Electoral Area 'E'/West Boundary - \$300
11. Greenwood Community Association – Electoral Area 'E'/West Boundary \$300
12. Greenwood Food Bank/West Boundary Food Bank – Electoral Area 'E'/West Boundary - \$500
13. Kettle River Food Share Society – Electoral Area 'E'/West Boundary - \$6,000
14. Rock Creek Community Medical Society – Electoral Area 'E'/West Boundary - \$594.62
15. Rock Creek Community Medical Society – Electoral Area 'E'/West Boundary - \$300
16. Trails to the Boundary Society – Electoral Area 'E'/West Boundary - \$835.80
17. Trails to the Boundary Society – Electoral Area 'E'/West Boundary - \$1,000.

Carried.

Bylaws

G. Wiebe, Engineering & Safety Coordinator

Re: Bylaw No. 1700-Christina Lake Water Utility Regulation and Rates

533-18 Moved: Director McGregor Seconded: Director Worley

Corporate Vote Unweighted (Single Participant Service)

That Regional District of Kootenay Boundary Christina Waterworks District Regulation and Rates Bylaw No. 1700, 2018 be read a First, Second and Third Time.

Carried.

534-18 Moved: Director McGregor Seconded: Director Dunsdon

Corporate Vote Unweighted (Single Participant Service)

That Regional District of Kootenay Boundary Christina Waterworks District Regulation and Rates Bylaw No. 1700, 2018 be Reconsidered and Adopted.

Carried.

Public Hearing Minutes

RDKB Bylaws No. 1684 and 1685 - Amending Electoral Area A OCP and Zoning Bylaws

535-18 Moved: Director Grieve Seconded: Director McGregor

Corporate Vote Unweighted

That the minutes of RDKB Electoral Area A Official Community Plan Amendment Bylaw No. 1684 and Zoning Amendment Bylaw No. 1685 Public Hearing held November 13, 2018 be received.

Carried.

**Bylaw No. 1684-Amending Electoral Area A OCP
Third Reading and Adoption**

536-18 Moved: Director Grieve Seconded: Director Worley

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1684, 2018 be read a Third time.

Carried.

537-18 Moved: Director Grieve Seconded: Director Worley

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1684, 2018 be Reconsidered and Adopted.

Carried.

**Bylaw No. 1685-Amending Electoral Area A Zoning Bylaw
Third Reading and Adoption**

538-18 Moved: Director Worley Seconded: Director McGregor

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Zoning Amendment Bylaw No. 1685, 2018 be read a Third time.

Carried.

539-18 Moved: Director Grieve Seconded: Director McGregor

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Zoning Amendment Bylaw No. 1685, 2018 be Reconsidered and Adopted.

Carried.

Public Hearing Minutes

RDKB Bylaws No. 1680, 1688 and 1689

Amending Electoral Area C/Christina Lake OCP and Zoning Bylaws

540-18 Moved: Director McGregor Seconded: Director Grieve

Corporate Vote Unweighted

That the minutes of RDKB Electoral Area C/Christina Lake Zoning Amendment Bylaw No. 1680, Official Community Plan Amendment Bylaw No. 1688 and Zoning Amendment Bylaw No. 1689 Public Hearing held October 24, 2018 be received.

Carried.

**Bylaw No. 1680-Amending Electoral Area C/Christina Lake Zoning Bylaw
Third Reading and Adoption**

541-18 Moved: Director Worley Seconded: Director Gee

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Zoning Amendment Bylaw No. 1680, 2018 be read a Third time.

Carried.

542-18 Moved: Director McGregor Seconded: Director Worley

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Zoning Amendment Bylaw No. 1680, 2018 be Reconsidered and Adopted.

Carried.

Bylaw No. 1688-Amending Electoral Area C/Christina Lake OCP Bylaw

543-18 Moved: Director McGregor Seconded: Director Worley

Stakeholder Vote (Electoral Area Directors) Unweighted

That Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1688, 2018 be referred to the Electoral Area C/Christina Lake Advisory Planning Commission.

Carried.

**Bylaw No. 1689-Amending Electoral Area C/Christina Lake Zoning Bylaw
Third Reading and Adoption**

544-18 Moved: Director McGregor Seconded: Director Worley

Stakeholder Vote (Electoral Area Directors) Unweighted

That Regional District of Kootenay Boundary Zoning Amendment Bylaw No. 1689, 2018 be referred to the Electoral Area C/Christina Lake Advisory Planning Commission.

Carried.

Public Hearing Minutes

RDKB Bylaws No. 1693 and 1694 - Amending Mt. Baldy OCP and Zoning Bylaws

545-18 Moved: Director Gee Seconded: Director McGregor

Corporate Vote Unweighted

That the minutes of Mt. Baldy Official Community Plan Amendment Bylaw No. 1693 and Zoning Amendment Bylaw No. 1694 Public Hearing held October 22, 2018 be received.

Carried.

**Bylaw No. 1693-Amending Mt. Baldy OCP Bylaw
Third Reading and Adoption**

546-18 Moved: Director Gee Seconded: Director McGregor

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1693, 2018 be read a Third time.

Carried.

547-18 Moved: Director Worley Seconded: Director McGregor

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1693, 2018 be Reconsidered and Adopted.

Carried.

**Bylaw No. 1694-Amending Mt. Baldy Zoning Bylaw
Third Reading and Adoption**

548-18 Moved: Director Gee Seconded: Director Worley

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Zoning Amendment Bylaw No. 1694, 2018 be read a Third time.

Carried.

549-18 Moved: Director McGregor Seconded: Director Worley

Stakeholder Vote (Electoral Area Directors) Unweighted

That the Regional District of Kootenay Boundary Zoning Amendment Bylaw No. 1694, 2018 be Reconsidered and Adopted.

Carried.

**Bylaw 1703 Revenue Anticipation Borrowing
First, Second and Third Reading and Adoption**

550-18 Moved: Director Langman Seconded: Director McGregor

Corporate Vote Weighted

That the Regional District of Kootenay Boundary Year 2019 Revenue Anticipation Bylaw No. 1703, 2018 be read a first, second and third time.

Carried.

551-18 Moved: Director McGregor Seconded: Director Morel

Corporate Vote Weighted

That the Regional District of Kootenay Boundary Year 2019 Revenue Anticipation Borrowing Bylaw No. 1703, 2018 be reconsidered and adopted.

Carried.

Late (Emergent) Items

D. Derby, Regional Fire Chief

Re: UBCM Community Emergency Preparedness Fund (Evacuation Route Planning Grant)

552-18 Moved: Director McGregor Seconded: Director Worley

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approves the submission of an application for the UBCM Community Emergency Preparedness Fund (Evacuation Route Planning Grant) from Dan Derby, Regional Fire Chief.

Carried.

T. Lenardon, Manager of Corporate Administration/Corporate Officer

Re: Verbal Update-Canada Post

In response to complaints from electors who claimed that they did not receive any mail (e.g. RDKB mail outs, flyers) which explained the referenda ballot question for the Boundary Integrated Watershed Service establishment bylaw, the Board, at the October 25, 2018 meeting requested staff to follow-up with Canada Post.

The Manager of Corporate Administration advised that the Corporate Communications Officer has had initial discussions with the Canada Post Local Area Supervisor. Canada Post is interested in moving forward to ensure the RDKB trusts and continues to rely on the Canada Post process.

Communication with the employees who distribute the incoming mail at the local post offices is required to determine that in fact the flyers not get delivered. A staff report will be presented to the Board of Directors at a future meeting.

553-18 Moved : Director McGregor Seconded: Director Dunsdon

Corporate Vote Unweighted

That the verbal report from Theresa Lenardon, Manager of Corporate Administration/Corporate Officer regarding communications with Canada Post on the complaints received from electors with respect to the RDKB Boundary Integrated Watershed Service referenda mail outs be received.

Carried.

Discussion of Items for Future Meetings

There were no items for discussion.

Question Period for Public and Media

A question period was not necessary.

Closed (In camera) Session

554-18 Moved: Director Dunsdon Seconded: Director McGregor

Corporate Vote Unweighted

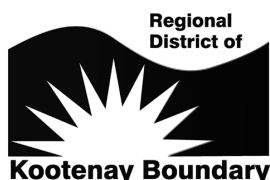
That the RDKB Board of Directors November 29, 2018 closed meeting be deferred to the December 12, 2018 Board meeting.

Carried.

Adjournment

There being no further business to discuss, the meeting was adjourned (time: 9:05 p.m.).

TL



Staff Report

Date:	December 6, 2018	File #:	
To:	Chair Russell and Members of the Board		
From:	Frances Maika, Corporate Communications Officer		
RE:	RDKB Draft Communications Strategy & Brand Refresh Project		

ISSUE INTRODUCTION

A key deliverable tasked to Corporate Communications is to develop an organizational communications strategy to coordinate and guide communications activities through 2018 into 2020.

A focus of the communications strategy is to improve and standardize the organization's brand including its visual identity with the aim of strengthening the RDKB brand among local residents and other audiences we serve so we are instantly recognizable and associated with the services we provide. That project is coming close to completion and Corporate Communications will work with staff to implement refreshed branding materials by early 2019.

HISTORY / BACKGROUND FACTORS

The Corporate Communications Officer provides advice and support to the Board and Senior Management Team in the areas of corporate communications, public engagement and strategic policy and includes coordinating all corporate communications, serving as a conduit to the community, stakeholders and partners and leading various strategic organizational management initiatives and activities. Frances Maika's key deliverables in 2017/18 include:

- Ongoing communications and media relations support in both day-to-day operations and emergency operations.
- A Strategic Corporate Communications Plan to provide a roadmap for communications activities to 2020.
- To work with Information Services to redesign and rebuild the RDKB website.
- To work with Emergency Operations to develop an emergency communications plan that includes a separate web presence tied to the new RDKB website.
- To carry out the 2018 Brand Refresh Project to ensure consistent and intentional visual representation of the RDKB to staff, the public and stakeholders.
- To increase the RDKB's capacity for online engagement and to innovate existing face-to-face engagement processes to ensure staff, the public and stakeholders

have the opportunity to and are motivated to participate in projects and initiatives that directly or indirectly affect them. This includes developing an online engagement platform and a social media presence and following.

- To support the Board and staff with ongoing internal and external communications needs.

PROPOSAL

Strategic Corporate Communications Plan

An initial draft of the Corporate Communications Plan is now completed and ready for Board review of four key focus areas: Clear Brand, Digital Presence, Internal Expertise and Engagement. From each of these focus areas flow action-related goals that relate to one or more of the four focus areas, and that will form the basis of Corporate Communications Officer Frances Maika's work plan for 2019.

The communications plan is an active, cloud-based document designed to serve as an organizational roadmap, staff work plan and interactive tool that tracks progress and measures performance. Whereas many plans and strategies are not reviewed daily or even monthly by those staff whose work they guide, Corporate Communications will review this document daily and receive regular online reminders if a milestone is reached or missed. Frances Maika will then make any required adjustments as well as report on progress and/or if priorities or goals need to change.

Once the Board reviews the draft plan and provides feedback on the focus areas, Corporate Communications proposes to take the plan to the staff-based RDKB Communications Working Group for further refinements and feedback. Corporate Communications then proposes to submit a final draft of the communications strategy to the Board for approval in January 2019.

Brand Refresh Project

Draft designs completed now (see attachments):

- Brand architecture - co-branding map
- A standard email signature for all staff and the board of directors – one of two options to be selected.
- Ad templates for use in employment ads, opportunity ads (RFP etc.), and public notice ads etc.
- RDKB letterhead – both high quality print version and electronic, Word-friendly version – one of two options to be selected.
- Board highlights template – (already in use).
- Business cards

Designs to be completed:

- An RDKB display unit for use at events or trade shows.

- An RDKB corporate banner and banners for each of five electoral areas for use outdoors and indoors at events or trade shows (6 banners total).
- Complete digital version of an RDKB graphic standards guide to be available to anyone on the RDKB website

Corporate Communications proposes that the Board provide input on an electronic signature option and a letterhead option and approve the draft designs completed to date. Furthermore, Corporate Communications proposes that the Board direct staff to complete the remaining designs and implement all brand refresh materials in early 2019.

IMPLICATIONS

That Corporate Communications will finalize the communications plan with input from the Communications Working Group and the final communications plan will serve as Frances Maika's work plan through 2019.

That Corporate Communications will complete the remaining brand refresh materials and fully implement the refreshed brand in 2019, with the understanding that to be economical and resource-aware, existing branded materials such as business cards, letterhead and vehicle decals will be replaced with the refreshed brand as they are used up or require replacing.

RECOMMENDATION

1. That the Board receive the draft Strategic Corporate Communications Plan and direct Corporate Communications to take the plan to the staff-based RDKB Communications Working Group for further refinements and feedback and to submit a final draft of the communications strategy to the Board for approval in January 2019.
2. That the Board approve the draft designs completed to date and direct Corporate Communications to complete the remaining designs as well as implement all brand refresh materials in early 2019.

ATTACHMENTS:

RDKB_CommPlan181206.pdf

BrandRefreshFiles181206.pdf



**Regional District of
Kootenay Boundary**

REGIONAL DISTRICT OF KOOTENAY BOUNDARY
STRATEGIC COMMUNICATIONS PLAN

06/12/2018













DRAFT

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CASCADE

OUR PLAN

Vision															
"We shall be recognized as an essential level of government offering services in an effective, accountable and responsive manner."															
Values															
Professionalism			Transparency			Responsiveness			Innovation			Efficiency		Approachability	
Focus Area	Organizational Goal		Q3 17	Q4 17	Q1 18	Q2 18	Q3 18	Q4 18	Q1 19	Q2 19	Q3 19	Q4 19			
Clear Brand	Complete RDKB Brand Refresh Project: 70% to 100% by 31st Mar 2019														
	Develop Brand Story: 1 unit by 31st Mar 2019														
	Develop Online and other content for 2019 engagement projects, including Town Hall Meetings: 5% to 100% by 31st Dec 2019														
	Deliver Photography and Imagery Project by 30th Nov 2019														
	Implement Brand Refresh elements: 10% to 100% by 31st May 2019														
	Develop Social Media Plan: 1 unit by 31st Aug 2019														
	Develop and Implement An online RDKB newsletter for external audiences: 1 unit by 30th Apr 2019														
	Audit & Report on RDKB Ads: 5% to 50% by 31st May 2019														
	Map The RDKB's digital maturity: 1 unit by 30th Jun 2019														

Digital Presence	<p>Deliver Website Redesign Project: 40% to 100% by 30th Apr 2019</p> <p>Implement Online Engagement Platform - jointheconversation.rdkb.com: 20% to 100% by 31st Dec 2018</p> <p>Develop Media Release Calendar: 1 unit by 31st Dec 2019</p> <p>Plan, Deliver and Measure Audience Response System and Content for 2019 Town Hall Meetings: 1 unit by 28th Feb 2019</p> <p>Develop Online and other content for 2019 engagement projects, including Town Hall Meetings: 5% to 100% by 31st Dec 2019</p> <p>Plan & Deliver Engagement Calendars by 31st Dec 2019</p> <p>Develop Social Media Plan: 1 unit by 31st Aug 2019</p> <p>Develop and Implement An online RDKB newsletter for external audiences: 1 unit by 30th Apr 2019</p> <p>Audit & Report on RDKB Ads: 5% to 50% by 31st May 2019</p> <p>Develop Internal Communication Plan: 1 by 30th Nov 2019</p> <p>Map The RDKB's digital maturity: 1 unit by 30th Jun 2019</p>	
Internal Expertise	<p>Develop Media Release Calendar: 1 unit by 31st Dec 2019</p> <p>Develop Brand Story: 1 unit by 31st Mar 2019</p> <p>Plan, Deliver and Measure Audience Response System and Content for 2019 Town Hall Meetings: 1 unit by 28th Feb 2019</p> <p>Develop Departmental Communications Plans: 5% to 100% by 31st Oct 2019</p> <p>Develop Social Media Plan: 1 unit by 31st Aug 2019</p> <p>Audit & Report on RDKB Ads: 5% to 50% by 31st May 2019</p> <p>Develop Internal Communication Plan: 1 by 30th Nov 2019</p> <p>Map The RDKB's digital maturity: 1 unit by 30th Jun 2019</p>	

Engagement	Deliver Website Redesign Project: 40% to 100% by 30th Apr 2019	
	Develop Media Release Calendar: 1 unit by 31st Dec 2019	
	Develop Brand Story: 1 unit by 31st Mar 2019	
	Plan, Deliver and Measure Audience Response System and Content for 2019 Town Hall Meetings: 1 unit by 28th Feb 2019	
	Develop Online and other content for 2019 engagement projects, including Town Hall Meetings: 5% to 100% by 31st Dec 2019	
	Complete Emergency Communications Plan: 1 unit by 30th Apr 2019	
	Plan & Deliver Engagement Calendars by 31st Dec 2019	
	Develop Social Media Plan: 1 unit by 31st Aug 2019	
	Develop and Implement An online RDKB newsletter for external audiences: 1 unit by 30th Apr 2019	
	Audit & Report on RDKB Ads: 5% to 50% by 31st May 2019	
	Develop Internal Communication Plan: 1 by 30th Nov 2019	
	Map The RDKB's digital maturity: 1 unit by 30th Jun 2019	

OUR VISION

"WE SHALL BE RECOGNIZED AS AN ESSENTIAL LEVEL OF
GOVERNMENT OFFERING SERVICES IN AN EFFECTIVE,
ACCOUNTABLE AND RESPONSIVE MANNER."

Our mission is to provide a professional level of governance and advocacy both responsive and accountable to the needs of our regional community.

OUR VALUES

Professionalism
No additional details.

Transparency
No additional details.

Responsiveness
No additional details.

Innovation
No additional details.

Efficiency
No additional details.

Approachability
No additional details.

FOCUS AREAS

CLEAR BRAND

- When anyone in the region sees our print materials, digital presence, vehicles, or when they meet any of our staff or directors face to face or interact with us by phone or email, they will know immediately that they are interacting with the RDKB - their local government.
- Our brand will reflect our values and embody the narrative of who the RDKB is, what we do and why we do it.
- The RDKB will communicate so that all our audiences can understand us.
 - A communication is in **plain language** if its wording, structure, and design are so clear that the intended audience can easily find what they need, understand what they find, and use that information.

DIGITAL PRESENCE

The RDKB will use a variety of digital communications and engagement tools and channels so that our internal and external audiences can conveniently and at any time or place interact with us and and us with them.

INTERNAL EXPERTISE

- Staff and board serve as communications ambassadors for the RDKB.
- We are a lean organization with few staff dedicated to the communications function so we will provide opportunities within our organization to develop communications knowledge and skills.
- We will provide the right tools to staff and to the board so they can engage in productive conversations with our audiences, both internal and external.

ENGAGEMENT

- The RDKB relies on engaging with many audiences to fulfill its mission: to provide a professional level of governance that is both responsive and accountable to the needs of our regional community.
- Becoming more efficient, responsive, innovative and transparent in our engagement practices is core to serving communities and retaining and attracting the right staff and potential board members to achieve organizational excellence.
- Communications and engagement are inextricably linked and developing one includes developing the other.

ORGANIZATIONAL GOALS

COMPLETE RDKB BRAND REFRESH PROJECT: 70% TO 100% BY 31ST MAR 2019 - *DRAFT* - FRANCES MAIKA

Focus Area Alignment

Clear Brand

Complete RDKB Brand Refresh Project - this includes adopting and implementing the refreshed logo, print and digital collateral (letterhead, email signatures, newsletter and ad templates etc.), graphic standards guide and designing a display unit for events and presentations. The goal of this project is to improve and standardize the organization's visual identity and strengthen the RDKB brand recognition among local residents and other audiences we serve.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Top Priority

Contributing Goals

Deliver all brand templates, outreach materials and ensure branding incorporated into website & social media: 70% to 100% by 31st Mar 2019 - Frances Maika

Focus Area Alignment

Clear Brand
Internal Expertise
Engagement

Communications to develop draft story of the RDKB - a compelling narrative that describes who we are, what we do, for whom and why. This narrative will include input from the Board, staff and residents. Once completed, it will serve as a story that anyone in the RDKB or in our communities can refer to or recount to inform others about the RDKB. The goal of this story is provide staff and the Board with an easy way to describe the RDKB to others, and to allow communities to see themselves reflected in the RDKB brand.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Important

Contributing Goals

No contributing Goals.

DEVELOP ONLINE AND OTHER CONTENT FOR 2019 ENGAGEMENT PROJECTS, INCLUDING TOWN HALL MEETINGS: 5% TO 100% BY 31ST DEC 2019 - *DRAFT* - FRANCES MAIKA

Focus Area Alignment

Clear Brand
Digital Presence
Engagement

Work with staff and directors to develop content to engage residents in each area to participate in online and in-person engagement processes including town halls. Explore options for live questions from those logged on to jointheconversation.rdkb.com during face to face activities and ensure presentations - including results from live audience polling or other interactive elements of face-to-face engagements - are posted to online engagement pages.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Top Priority

Contributing Goals

Continue Board Highlights, internal News Roundup: 24 unit by 31st Dec 2020 - Frances Maika
Develop Departmental Communications Plans: 5% to 100% by 31st Oct 2019 - Frances Maika
Develop RDKB video content for the website and engagement platform: 5 unit by 31st Dec 2019 - Frances Maika

DELIVER PHOTOGRAPHY AND IMAGERY PROJECT BY 30TH NOV 2019 - DRAFT - FRANCES MAIKA

Focus Area Alignment

Clear Brand

Procure a photographer or photographers to develop an RDKB image library that meets with graphic standards related to the kind of photography that will reflect who the RDKB is and how we want to be represented across the region. The project would be delivered throughout 2019 as we need images from around the region in each season.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Important

Contributing Goals

No contributing Goals.

IMPLEMENT BRAND REFRESH ELEMENTS: 10% TO 100% BY 31ST MAY 2019 - DRAFT - FRANCES MAIKA

Focus Area Alignment

Clear Brand

As materials are completed and adopted as final by the Board, Communications will develop a roll-out plan so that all staff and board members understand how to use the new elements, where to find more information about graphic standards, and who to contact if they are uncertain how to implement the refreshed brand or see evidence in the organization that it is not yet implemented. This will take time for staff in particular to delete old templates and get in the habit of using new materials and following graphic standards. Typically a full rollout including replacing items as they need replacing (letterhead, business cards, truck decals etc.) takes a year or more. Digital elements should be completed by late spring 2019.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Top Priority

Contributing Goals

No contributing Goals.

DEVELOP SOCIAL MEDIA PLAN: 1 UNIT BY 31ST AUG 2019 - DRAFT - FRANCES MAIKA

Focus Area Alignment

Clear Brand
Digital Presence
Internal Expertise
Engagement

Develop a social media plan that examines target audiences, existing and emerging channels; outlines social media best practices, methods of monitoring and measuring effectiveness; identifies RDKB social media champions; and is supported by an RDKB social media policy.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Important

Contributing Goals

Complete Social Media Training: 100% by 30th Jun 2019 - Frances Maika
Report on Addition of new social media Channels by 31st Dec 2019 - Frances Maika

Focus Area Alignment

Clear Brand
Digital Presence
Engagement

The 2018 Communications Survey of RDKB residents identified an online newsletter as the preferred way those surveyed would like to receive RDKB information.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Top Priority

Contributing Goals

No contributing Goals.

Focus Area Alignment

Clear Brand
Digital Presence
Internal Expertise
Engagement

Develop a list of RDKB ads and promotions in order to understand what the rationale and budget for advertising is for the RDKB, and examine whether the RDKB needs to develop an ad protocol and set of guiding principals so our ad buys and where we place these ads (print, online, in social media etc.) meets the needs of the audiences for these ads. A goal is to articulate why/when/how we are advertising and to move toward measuring whether that advertising is helping us achieve our goals, and if not, how we might change our advertising to be more effective.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Secondary

Contributing Goals

No contributing Goals.

Focus Area Alignment

Clear Brand
Digital Presence
Internal Expertise
Engagement

As a precursor to discussing whether the RDKB needs a digital strategy, Communications would work with other RDKB departments including Information Systems, to map the organization's digital maturity. There are a number of easy and inexpensive tools and options for mapping an organization's digital maturity, and Communications would work with Information Systems to select a suitable tool, process or option to complete this task.

What is a digital strategy? It is a plan that articulates an organisation's vision, goals and purpose for engaging with digital solutions and technologies. It articulates the opportunities and challenges related to digital activities, the governance and management arrangements and risk management issues. It lays out a plan of action in order to maximise the business benefits of digital initiatives to the organisation.

Scorecard

Process

Strategic horizon

Horizon 3

Priority: Important

Contributing Goals

No contributing Goals.

Focus Area Alignment

Digital Presence
Engagement

This project began before the Communications role at the RDKB was created and a full site is already developed and can be ready to use with little downtime if the current outdated site fails. Communications has been working with Information Systems staff to develop a project plan and to procure a website user experience and design consultant to ensure website page navigation, content and design is user-focused, effective and meets user and staff needs. A consultant will be procured before the end of 2018 with work on the site to begin in early 2019. The goal is to complete the beta version of the new site for public use by spring 2019 with full testing and the final site completed before the end of 2019.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Top Priority

Contributing Goals

No contributing Goals.

Focus Area Alignment

Digital Presence

Continue to develop content for the EngagementHQ online engagement platform that links to the RDKB website via the url jointheconversation.rdkb.com. IT and Communications staff have received training and Communications has begun to develop content for the home page and for the pilot engagement project - the Building Inspection Services' client survey. Launch of the platform will be completed in time for the 2019 RDKB Town Halls, so that audiences can engage virtually with the RDKB in addition to face-to-face at area town halls.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Top Priority

Contributing Goals

Develop Online and other content for 2019 engagement projects, including Town Hall Meetings: 5% to 100% by 31st Dec 2019 - Frances Maika

Focus Area Alignment

Digital Presence
Internal Expertise
Engagement

Much like a social media calendar and an engagement calendar, this tool is designed to ensure that Communications can plan and coordinate news releases, information bulletins and interviews with some advance planning if possible, and to build these activities into departmental communications plans. Many RDKB activities follow predictable cycles and media relations can to some extent be pre-planned, recognizing that sometimes media releases will be reactive and on short-notice as necessary.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Secondary

Contributing Goals

No contributing Goals.

Focus Area Alignment

Digital Presence
Internal Expertise
Engagement

Plan and book use of audience response system ("clickers") for 2019 Town Halls; incorporate content in presentations that builds on 2018 polling questions; evaluate results and compare with 2018 results; report on evaluation and make recommendations for future audience response engagements.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Secondary

Contributing Goals

No contributing Goals.

DEVELOP ONLINE AND OTHER CONTENT FOR 2019 ENGAGEMENT PROJECTS, INCLUDING TOWN HALL MEETINGS: 5% TO 100% BY 31ST DEC 2019 - *DRAFT* - FRANCES MAIKA

Focus Area Alignment

Clear Brand
Digital Presence
Engagement

Work with staff and directors to develop content to engage residents in each area to participate in online and in-person engagement processes including town halls. Explore options for live questions from those logged on to jointheconversation.rdkb.com during face to face activities and ensure presentations - including results from live audience polling or other interactive elements of face-to-face engagements - are posted to online engagement pages.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Top Priority

Contributing Goals

Continue Board Highlights, internal News Roundup: 24 unit by 31st Dec 2020 - Frances Maika
Develop Departmental Communications Plans: 5% to 100% by 31st Oct 2019 - Frances Maika
Develop RDKB video content for the website and engagement platform: 5 unit by 31st Dec 2019 - Frances Maika

PLAN & DELIVER ENGAGEMENT CALENDARS BY 31ST DEC 2019 - DRAFT

Focus Area Alignment

Engagement
Digital Presence

Develop an internal engagement calendar that staff can populate with projects, events on behalf of their departments or for the Board. This calendar will assist in planning staff and Board time commitments and ensuring the RDKB coordinates its engagement efforts so residents are not consulted too infrequently, too frequently or concurrently on separate issues. This calendar will include a public version on jointheconversation.rdkb.com so residents can subscribe to receive information about projects that interest them.

Scorecard

None

Strategic horizon

None

Priority: Top Priority

Contributing Goals

No contributing Goals.

DEVELOP SOCIAL MEDIA PLAN: 1 UNIT BY 31ST AUG 2019 - DRAFT - FRANCES MAIKA

Focus Area Alignment

Clear Brand
Digital Presence
Internal Expertise
Engagement

Develop a social media plan that examines target audiences, existing and emerging channels; outlines social media best practices, methods of monitoring and measuring effectiveness; identifies RDKB social media champions; and is supported by an RDKB social media policy.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Important

Contributing Goals

Complete Social Media Training: 100% by 30th Jun 2019 - Frances Maika
Report on Addition of new social media Channels by 31st Dec 2019 - Frances Maika

Focus Area Alignment

Clear Brand
Digital Presence
Engagement

The 2018 Communications Survey of RDKB residents identified an online newsletter as the preferred way those surveyed would like to receive RDKB information.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Top Priority

Contributing Goals

No contributing Goals.

Focus Area Alignment

Clear Brand
Digital Presence
Internal Expertise
Engagement

Develop a list of RDKB ads and promotions in order to understand what the rationale and budget for advertising is for the RDKB, and examine whether the RDKB needs to develop an ad protocol and set of guiding principals so our ad buys and where we place these ads (print, online, in social media etc.) meets the needs of the audiences for these ads. A goal is to articulate why/when/how we are advertising and to move toward measuring whether that advertising is helping us achieve our goals, and if not, how we might change our advertising to be more effective.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Secondary

Contributing Goals

No contributing Goals.

Focus Area Alignment

Digital Presence
Internal Expertise
Engagement

At the March 2018 Communication Workshop with staff as well as in the internal communication was identified as a priority. Staff discussed the need for a better intranet, use of tools such as internal messaging to improve communication and other approaches and techniques. Before developing a more robust intranet, Communications needs to refine what staff and the Board might see as internal communication priorities and clear actions to meet those priorities.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Top Priority

Contributing Goals

No contributing Goals.

Focus Area Alignment

Clear Brand
Digital Presence
Internal Expertise
Engagement

As a precursor to discussing whether the RDKB needs a digital strategy, Communications would work with other RDKB departments including Information Systems, to map the organization's digital maturity. There are a number of easy and inexpensive tools and options for mapping an organization's digital maturity, and Communications would work with Information Systems to select a suitable tool, process or option to complete this task.

What is a digital strategy? It is a plan that articulates an organisation's vision, goals and purpose for engaging with digital solutions and technologies. It articulates the opportunities and challenges related to digital activities, the governance and management arrangements and risk management issues. It lays out a plan of action in order to maximise the business benefits of digital initiatives to the organisation.

Scorecard

Process

Strategic horizon

Horizon 3

Priority: Important

Contributing Goals

No contributing Goals.

Focus Area Alignment

Digital Presence
Internal Expertise
Engagement

Much like a social media calendar and an engagement calendar, this tool is designed to ensure that Communications can plan and coordinate news releases, information bulletins and interviews with some advance planning if possible, and to build these activities into departmental communications plans. Many RDKB activities follow predictable cycles and media relations can to some extent be pre-planned, recognizing that sometimes media releases will be reactive and on short-notice as necessary.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Secondary

Contributing Goals

No contributing Goals.

Focus Area Alignment

Clear Brand
Internal Expertise
Engagement

Communications to develop draft story of the RDKB - a compelling narrative that describes who we are, what we do, for whom and why. This narrative will include input from the Board, staff and residents. Once completed, it will serve as a story that anyone in the RDKB or in our communities can refer to or recount to inform others about the RDKB. The goal of this story is provide staff and the Board with an easy way to describe the RDKB to others, and to allow communities to see themselves reflected in the RDKB brand.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Important

Contributing Goals

No contributing Goals.

Focus Area Alignment

Digital Presence
Internal Expertise
Engagement

Plan and book use of audience response system ("clickers") for 2019 Town Halls; incorporate content in presentations that builds on 2018 polling questions; evaluate results and compare with 2018 results; report on evaluation and make recommendations for future audience response engagements.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Secondary

Contributing Goals

No contributing Goals.

Focus Area Alignment

Internal Expertise
Clear Brand
Digital Presence
Engagement

Communications to work with each RDKB department to develop their annual communications plans. The longer term goal is that departmental staff will monitor and adjust these plans with support from Communications, much as they now carry out numerous communications activities as part of their day to day work, while either requesting assistance from Communications or informing Communications of their activities. These plans are not designed to add work to staff, but to ensure that existing work related to communicating and engaging with internal and external audiences is coordinated across the RDKB and staff have considered the rationale behind their communications and engagement activities as well as ways to measure their effectiveness.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Important

Contributing Goals

No contributing Goals.

Focus Area Alignment

Clear Brand
Digital Presence
Internal Expertise
Engagement

Develop a social media plan that examines target audiences, existing and emerging channels; outlines social media best practices, methods of monitoring and measuring effectiveness; identifies RDKB social media champions; and is supported by an RDKB social media policy.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Important

Contributing Goals

Complete Social Media Training: 100% by 30th Jun 2019 - Frances Maika
Report on Addition of new social media Channels by 31st Dec 2019 - Frances Maika

Focus Area Alignment

Clear Brand
Digital Presence
Internal Expertise
Engagement

Develop a list of RDKB ads and promotions in order to understand what the rationale and budget for advertising is for the RDKB, and examine whether the RDKB needs to develop an ad protocol and set of guiding principals so our ad buys and where we place these ads (print, online, in social media etc.) meets the needs of the audiences for these ads. A goal is to articulate why/when/how we are advertising and to move toward measuring whether that advertising is helping us achieve our goals, and if not, how we might change our advertising to be more effective.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Secondary

Contributing Goals

No contributing Goals.

Focus Area Alignment

Digital Presence
Internal Expertise
Engagement

At the March 2018 Communication Workshop with staff as well as in the internal communication was identified as a priority. Staff discussed the need for a better intranet, use of tools such as internal messaging to improve communication and other approaches and techniques. Before developing a more robust intranet, Communications needs to refine what staff and the Board might see as internal communication priorities and clear actions to meet those priorities.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Top Priority

Contributing Goals

No contributing Goals.

Focus Area Alignment

Clear Brand
Digital Presence
Internal Expertise
Engagement

As a precursor to discussing whether the RDKB needs a digital strategy, Communications would work with other RDKB departments including Information Systems, to map the organization's digital maturity. There are a number of easy and inexpensive tools and options for mapping an organization's digital maturity, and Communications would work with Information Systems to select a suitable tool, process or option to complete this task.

What is a digital strategy? It is a plan that articulates an organisation's vision, goals and purpose for engaging with digital solutions and technologies. It articulates the opportunities and challenges related to digital activities, the governance and management arrangements and risk management issues. It lays out a plan of action in order to maximise the business benefits of digital initiatives to the organisation.

Scorecard

Process

Strategic horizon

Horizon 3

Priority: Important

Contributing Goals

No contributing Goals.

Focus Area Alignment

Digital Presence
Engagement

This project began before the Communications role at the RDKB was created and a full site is already developed and can be ready to use with little downtime if the current outdated site fails. Communications has been working with Information Systems staff to develop a project plan and to procure a website user experience and design consultant to ensure website page navigation, content and design is user-focused, effective and meets user and staff needs. A consultant will be procured before the end of 2018 with work on the site to begin in early 2019. The goal is to complete the beta version of the new site for public use by spring 2019 with full testing and the final site completed before the end of 2019.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Top Priority

Contributing Goals

No contributing Goals.

Focus Area Alignment

Digital Presence
Internal Expertise
Engagement

Much like a social media calendar and an engagement calendar, this tool is designed to ensure that Communications can plan and coordinate news releases, information bulletins and interviews with some advance planning if possible, and to build these activities into departmental communications plans. Many RDKB activities follow predictable cycles and media relations can to some extent be pre-planned, recognizing that sometimes media releases will be reactive and on short-notice as necessary.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Secondary

Contributing Goals

No contributing Goals.

Focus Area Alignment

Clear Brand
Internal Expertise
Engagement

Communications to develop draft story of the RDKB - a compelling narrative that describes who we are, what we do, for whom and why. This narrative will include input from the Board, staff and residents. Once completed, it will serve as a story that anyone in the RDKB or in our communities can refer to or recount to inform others about the RDKB. The goal of this story is provide staff and the Board with an easy way to describe the RDKB to others, and to allow communities to see themselves reflected in the RDKB brand.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Important

Contributing Goals

No contributing Goals.

Focus Area Alignment

Digital Presence
Internal Expertise
Engagement

Plan and book use of audience response system ("clickers") for 2019 Town Halls; incorporate content in presentations that builds on 2018 polling questions; evaluate results and compare with 2018 results; report on evaluation and make recommendations for future audience response engagements.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Secondary

Contributing Goals

No contributing Goals.

DEVELOP ONLINE AND OTHER CONTENT FOR 2019 ENGAGEMENT PROJECTS, INCLUDING TOWN HALL MEETINGS: 5% TO 100% BY 31ST DEC 2019 - *DRAFT* - FRANCES MAIKA

Focus Area Alignment

Clear Brand
Digital Presence
Engagement

Work with staff and directors to develop content to engage residents in each area to participate in online and in-person engagement processes including town halls. Explore options for live questions from those logged on to jointheconversation.rdkb.com during face to face activities and ensure presentations - including results from live audience polling or other interactive elements of face-to-face engagements - are posted to online engagement pages.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Top Priority

Contributing Goals

Continue Board Highlights, internal News Roundup: 24 unit by 31st Dec 2020 - Frances Maika
Develop Departmental Communications Plans: 5% to 100% by 31st Oct 2019 - Frances Maika
Develop RDKB video content for the website and engagement platform: 5 unit by 31st Dec 2019 - Frances Maika

Focus Area Alignment

Engagement

Communications staff and Emergency Program staff work together to create an emergency communications plan for 2019/2020. This forms part of the overall Emergency Plan and includes steps required for implementation of digital communication tools (social media, emergency notifications, emergency website/pages), pre-organization of resources and templates, and communications training before the 2019 freshet and 2019 wildfire season to ensure that enough staff are trained and available as information officers so that deployments during emergencies do not rely on one or two staff to serve as IOs for many weeks in succession.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Top Priority

Contributing Goals

No contributing Goals.

PLAN & DELIVER ENGAGEMENT CALENDARS BY 31ST DEC 2019 - DRAFT

Focus Area Alignment

Engagement
Digital Presence

Develop an internal engagement calendar that staff can populate with projects, events on behalf of their departments or for the Board. This calendar will assist in planning staff and Board time commitments and ensuring the RDKB coordinates its engagement efforts so residents are not consulted too infrequently, too frequently or concurrently on separate issues. This calendar will include a public version on jointheconversation.rdkb.com so residents can subscribe to receive information about projects that interest them.

Scorecard

None

Strategic horizon

None

Priority: Top Priority

Contributing Goals

No contributing Goals.

Focus Area Alignment

Clear Brand
Digital Presence
Internal Expertise
Engagement

Develop a social media plan that examines target audiences, existing and emerging channels; outlines social media best practices, methods of monitoring and measuring effectiveness; identifies RDKB social media champions; and is supported by an RDKB social media policy.

Scorecard

Process

Strategic horizon

Horizon 1

Priority: Important

Contributing Goals

Complete Social Media Training: 100% by 30th Jun 2019 - Frances Maika
Report on Addition of new social media Channels by 31st Dec 2019 - Frances Maika

Focus Area Alignment

Clear Brand
Digital Presence
Engagement

The 2018 Communications Survey of RDKB residents identified an online newsletter as the preferred way those surveyed would like to receive RDKB information.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Top Priority

Contributing Goals

No contributing Goals.

Focus Area Alignment

Clear Brand
Digital Presence
Internal Expertise
Engagement

Develop a list of RDKB ads and promotions in order to understand what the rationale and budget for advertising is for the RDKB, and examine whether the RDKB needs to develop an ad protocol and set of guiding principals so our ad buys and where we place these ads (print, online, in social media etc.) meets the needs of the audiences for these ads. A goal is to articulate why/when/how we are advertising and to move toward measuring whether that advertising is helping us achieve our goals, and if not, how we might change our advertising to be more effective.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Secondary

Contributing Goals

No contributing Goals.

Focus Area Alignment

Digital Presence
Internal Expertise
Engagement

At the March 2018 Communication Workshop with staff as well as in the internal communication was identified as a priority. Staff discussed the need for a better intranet, use of tools such as internal messaging to improve communication and other approaches and techniques. Before developing a more robust intranet, Communications needs to refine what staff and the Board might see as internal communication priorities and clear actions to meet those priorities.

Scorecard

Process

Strategic horizon

Horizon 2

Priority: Top Priority

Contributing Goals

No contributing Goals.

Focus Area Alignment

Clear Brand
Digital Presence
Internal Expertise
Engagement

As a precursor to discussing whether the RDKB needs a digital strategy, Communications would work with other RDKB departments including Information Systems, to map the organization's digital maturity. There are a number of easy and inexpensive tools and options for mapping an organization's digital maturity, and Communications would work with Information Systems to select a suitable tool, process or option to complete this task.

What is a digital strategy? It is a plan that articulates an organisation's vision, goals and purpose for engaging with digital solutions and technologies. It articulates the opportunities and challenges related to digital activities, the governance and management arrangements and risk management issues. It lays out a plan of action in order to maximise the business benefits of digital initiatives to the organisation.

Scorecard

Process

Strategic horizon

Horizon 3

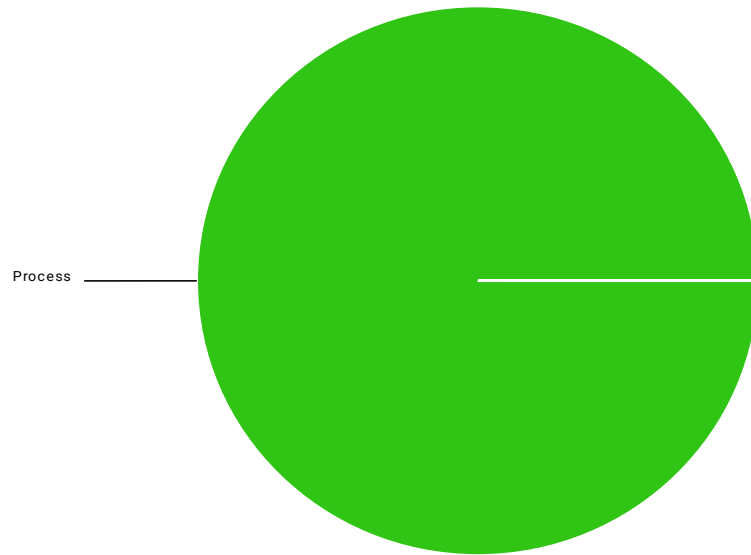
Priority: Important

Contributing Goals

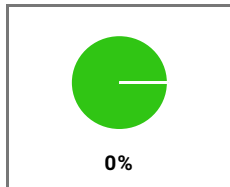
No contributing Goals.

SCORECARD

Financial - 0%
People - 0%
Process - 100%
Self Development - 0%

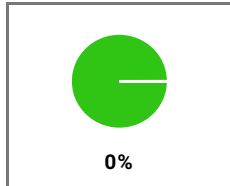


SCORECARD



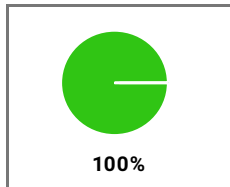
FINANCIAL

Directly or indirectly impacts income, cost or ultimate profit.



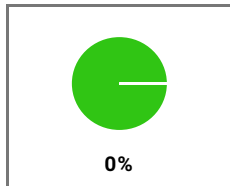
PEOPLE

Impacts upon the people of the organisation, including managers, peers or subordinates.



PROCESS

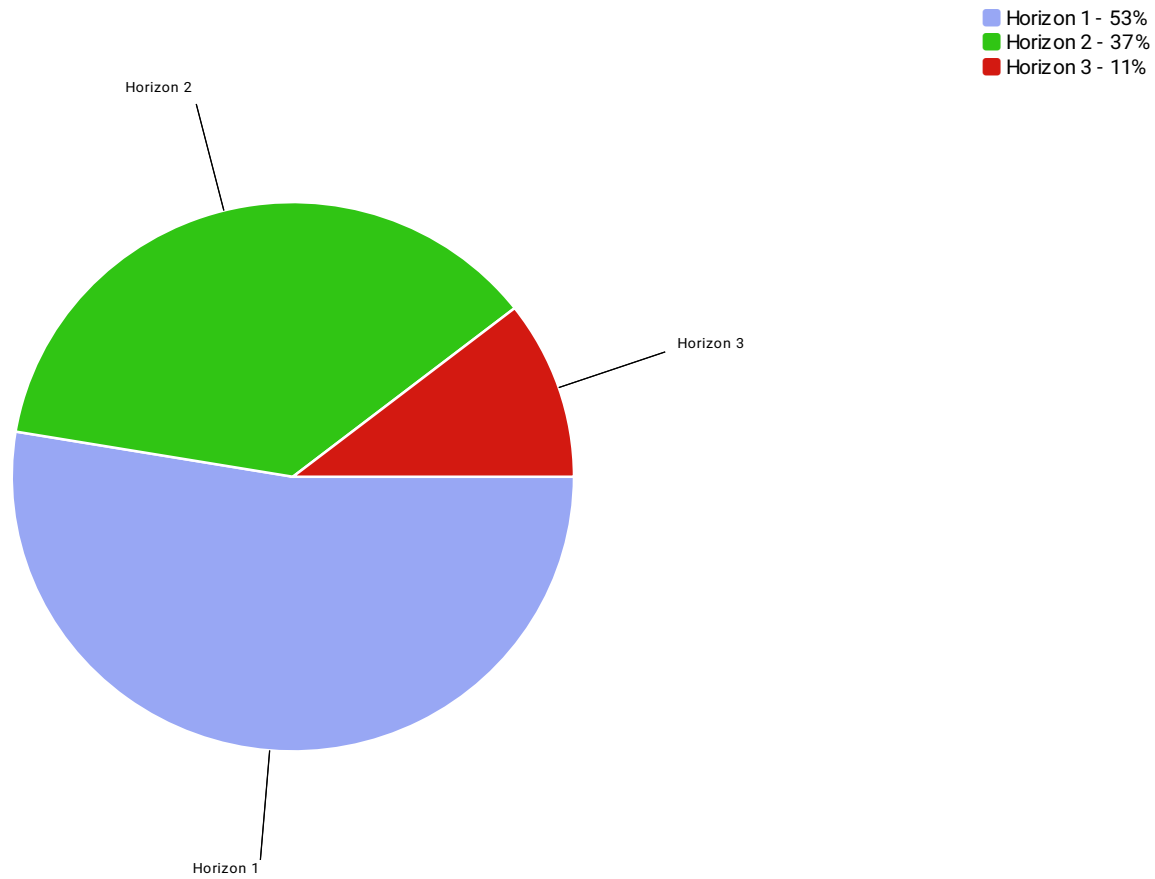
Enhances, changes or adds to the processes in place throughout the organisation.



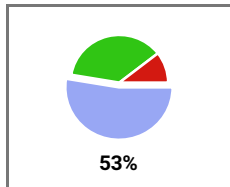
SELF DEVELOPMENT

Specifically relates to you and your personal development or training.

STRATEGIC HORIZON

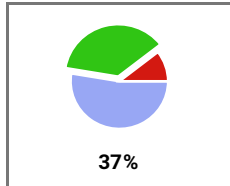


STRATEGIC HORIZON



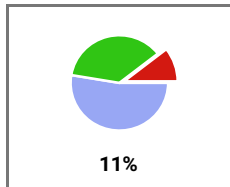
HORIZON 1

Relates to established business activities that typically drive short term objectives such as revenue, sales or other operational necessities.



HORIZON 2

Relates to exploration of entirely new ideas or activities that may drive profitable growth at some point in the future. The best Innovative New Ideas will become Emerging Opportunities in the future.

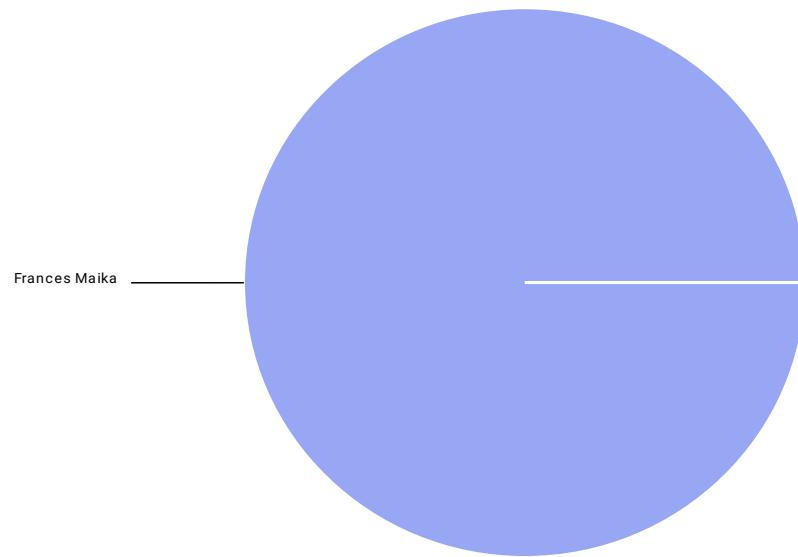


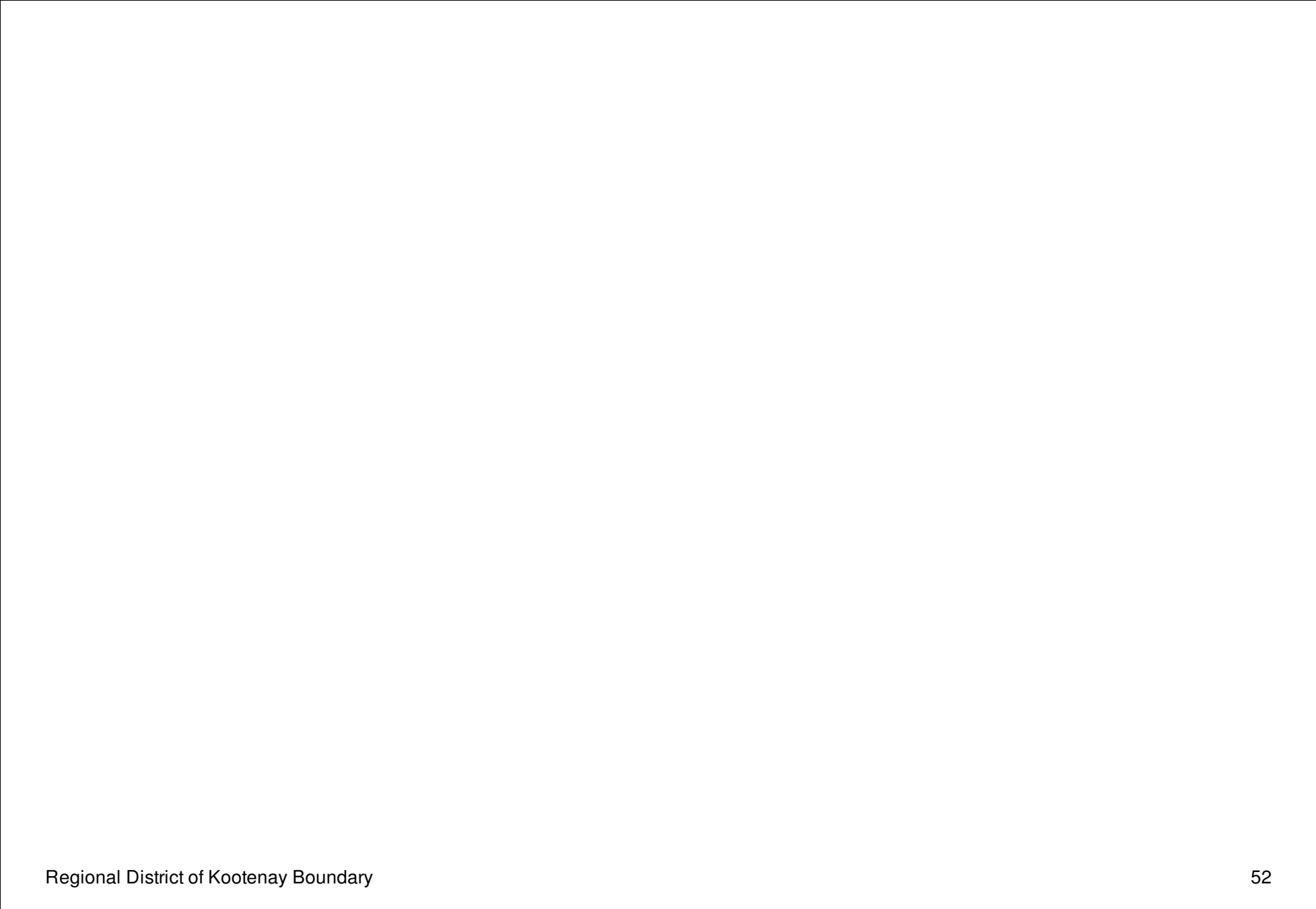
HORIZON 3

Relates to a variety of new business activities, or extensions of existing business activities into new areas. Such activities are typically medium to long term and may become part of Core Business in the future.

OWNERS

■ Corporate Communications (Frances Maika) - 100%





Regional District of Kootenay Boundary

OWNERS



100%

FRANCES MAIKA - *CORPORATE COMMUNICATIONS*

- Deliver all brand templates, outreach materials and ensure branding incorporated into website & social media: 70% to 100% by 31st Mar 2019
- Continue Board Highlights, internal News Roundup: 24 unit by 31st Dec 2020
- Complete Social Media Training: 100% by 30th Jun 2019
- Develop Online and other content for 2019 engagement projects, including Town Hall Meetings: 5% to 100% by 31st Dec 2019
- Develop Departmental Communications Plans: 5% to 100% by 31st Oct 2019
- Develop RDKB video content for the website and engagement platform: 5 unit by 31st Dec 2019
- Report on Addition of new social media Channels by 31st Dec 2019



Regional District of Kootenay Boundary

ROLY RUSSELL

Director, Electoral Area 'D'

rrussell@rdkb.com

C: 250.584.4677



**Regional District of
Kootenay Boundary**

5800 Edwards Rd
Grand Forks, BC V0H 1H9
rdkb.com

Add **Roly Russell**
to your contacts using this QR code



Email signature options

1.



Frances Maika | Corporate Communications Officer
fmaika@rdkb.com | C: 250.231.3172 | T: 250.368.0233

Regional District of Kootenay Boundary
 Toll-free: 1.800.355.7352
 Main: 250.368.9148
rdkb.com

2.



Frances Maika
 Corporate Communications Officer
fmaika@rdkb.com
 C: 250.231.3172
 T: 250.368.0233

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Text
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rdkb.com

Letterhead Option 1

February 15, 2018

Attention: Giulio Ambrosone on behalf of Owners' Representatives
 Waneta Expansion Limited Partnership (WELP)
 C/O Columbia Power Corporation
 Suite 200 445 13th Ave.
 Castlegar, BC V1N 1G1

Re: Tailrace Improvement Project

Please accept my sincere thanks on behalf of the residents of Area 'A' to the Waneta Expansion Project's Owners' Representatives for their donation of rock (riprap) to the community. This spare rock from the Waneta Tailrace Project will be used for community, environmental and recreation enhancement as well as economic development.

The clean, sorted rock will be put to good use during construction of the Beaver Creek Legacy Project to add various features and augment existing ones in Beaver Creek Park, prevent erosion in the park and other uses still to be determined.

Atco Wood Products is also benefitting from the spare rock and will use it to repair their rail siding near Fruitvale. As a major employer in Area A, improvements to their operations provide direct and indirect economic benefits to local Area 'A' residents and to our larger community.

Our electoral area very much appreciates WELP's spirit of community partnership and willingness to find novel and practical ways to make good use of a valuable resource such as clean, sorted rock.

Yours truly,

Ali Grieve,
Director, RDKB Electoral Area 'A'
 2057 Old Salmo Road
 Fruitvale, BC V0G 1L1
 250.367.6521 | aligrieve@telus.net

The contents of this correspondence and any views presented are those of the writer and may not reflect the positions of the Regional District of Kootenay Boundary.

202 – 843 Rossland Avenue, Trail, BC V1R 4S8 | T: 250.368.9148 | T/F: 1.800.355.7352 | rdkb.com



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Letterhead Option 2

February 15, 2018

Attention: Giulio Ambrosone on behalf of Owners' Representatives
 Waneta Expansion Limited Partnership (WELP)
 C/O Columbia Power Corporation
 Suite 200 445 13th Ave.
 Castlegar, BC V1N 1G1



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 2057 Old Salmo Road
 Fruitvale, BC V0G 1L1
 250.367.6521 | aligrieve@telus.net



Sustainability Checklist

RESIDENTIAL CONSTRUCTION

FOR BC BUILDING CODE PART 9 AND PART 3 BUILDINGS (CLIMATE ZONES 5 TO 7A)

Attention to sustainability in planning and building your commercial project will create a quality building with reduced long-term utility costs. Use this checklist to help plan, design and build with goals of sustainability and energy-efficiency.

The Kootenay Region encourages energy efficiency measures and renewable energy technologies in new commercial building construction and retrofits. This supports regional goals of sustainability and energy reduction objectives as outlined in local Community Energy and Emissions Plans.

Please return the completed checklist with your building permit application package.

Property Owner/ Project Manager Name _____

Property Address _____

Project Description _____

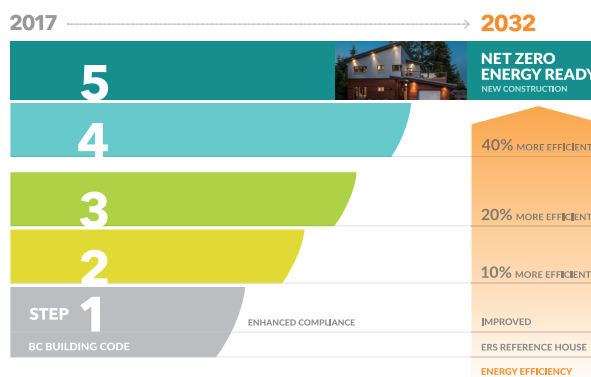
- ☐ New residential construction
- ☐ Addition to existing residence
- ☐ Structural or building envelope renovation
- ☐ Other

Consider each item and check those applicable to your project: (also see reverse)

- ☐ Take a holistic approach to building and reap the reward: energy efficiency, shade trees, solar exposure, attention to building practice detail, etc.
- ☐ Find an Energy Advisor through **BC Home Performance Stakeholder Council** or **Natural Resources Canada** service provider listings.
- ☐ Check for updated energy advice and incentives at <https://efficiencybc.ca>
- ☐ Work with an Energy Advisor from initial project design. Plan to meet a minimum Step 1 of the BC Energy Step Code
- ☐ Review BC Energy Step Code guidelines. Examples of green labels include ENERGY STAR® for New Homes or R-2000 home
- ☐ Review utility rebates and savings offers as applicable:
<https://efficiencybc.ca>
<https://www.fortisbc.com/Rebates/RebatesOffers/Pages/default.aspx>
<https://www.bchydro.com/powersmart/residential/savings-and-rebates.html>

Notes on BC Energy Step Code

The BC Energy Step Code is a voluntary provincial standard that provides a consistent approach to achieving more energy-efficient buildings. Builders work with an energy advisor, who uses software to analyze construction plans and determine building energy efficiency. During construction, pay special attention to air sealing, walls, windows, doors and insulation to achieve energy model performance. Regardless of the BC Energy Step Code step chosen, the ultimate building comfort and reduced utility bills will reward the future homeowner / building occupant.



Sustainability Checklist

COMMERCIAL CONSTRUCTION

FOR BC BUILDING CODE PART 9 AND PART 3 BUILDINGS (CLIMATE ZONES 5 TO 7A)

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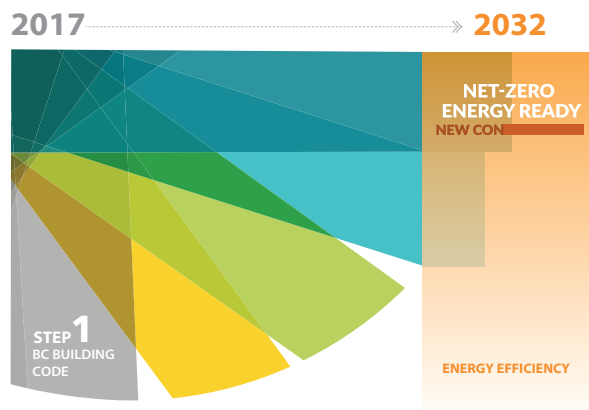
- ☐ New construction
- ☐ Addition to existing building
- ☐ Structural or building envelope renovation
- ☐ Other

Consider each item and check those applicable to your project: (also see reverse)

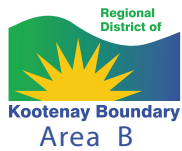
- ☐ Take a holistic approach to building and reap the reward: energy efficiency, shade trees, solar exposure, attention to building practice detail, etc.
- ☐ Review BC Energy Step Code guidelines.
- ☐ Work with an energy modeller from initial project design and choose the performance path to meet the energy requirements of the Building Code.
- ☐ Review utility offers and programs to help your business save energy and money, as applicable:
<https://efficiencybc.ca>
<https://www.fortisbc.com/Rebates/RebatesOffers/Pages/default.aspx>
<https://www.bchydro.com/powersmart/business.html>

Notes on BC Energy Step Code

The BC Energy Step Code is a voluntary provincial standard that provides a consistent performance-based approach to achieving more energy-efficient buildings. Builders work with an energy modeller, who uses software to analyze construction plans and determine building energy efficiency. During construction, pay special attention to air sealing, walls, windows, doors and insulation to achieve energy model performance and air-tightness. The BC Energy Step Code will eventually become the base building code as the province moves towards net-zero energy buildings by 2032. Become familiar with it now and take advantage of benefits such as improved building comfort and reduced utility bills for the occupants.



Electoral District Co-branding Format



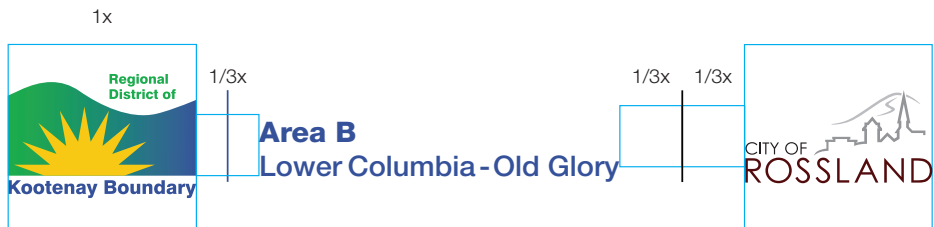
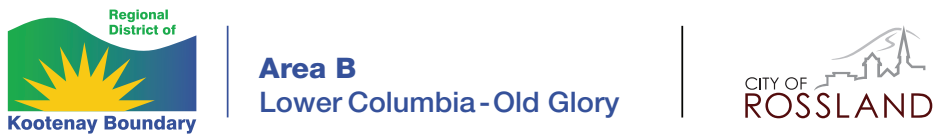
This example uses Helvetica Neue 65 Medium and 85 Heavy, 1.5 x the size of RDKB logo's "Kootenay Boundary".

Text is flush-left and the baseline of it and the sunburst are aligned.

The vertical rule separating RDKB logo and Electoral Area (EA) text is centred on a square that is 1/3 the size of the RDKB logo bounding box. This is half the horizontal spacing used to separate the RDKB logo from other municipal logos per our co-branding standards.

This tighter spacing unifies RDKB and EAs when the EA is profiled.

The colour of the EA text, vertical rule, and Kootenay Boundary match.



Board Highlights

NOVEMBER 29, 2018

A general overview of discussion items and major decisions from the Regional District of Kootenay Boundary (RDKB) Board of Directors meeting. The next board meeting is on December 12 at 4:30 p.m. in our Trail office.

Director Langman joins CRT Committee

The Board appointed Director Diane Langman, Warfield, to the **Columbia River Treaty Local Governments Committee**. Director Langman joins Director Linda Worley, Electoral Area 'B'/Lower Columbia-Old Glory.

New pumper for Grand Forks Fire/Rescue

The Board approved purchase of a Rosenbauer Triple Combination Pumper from Rocky Mountain Phoenix for \$538,434.70 to be delivered in 2020. The new engine will allow Electoral Area 'D'/Rural Grand Forks to maintain **Fire Underwriters Survey** requirements and the current fire grade rating. The new engine will also allow **Grand Forks Fire/Rescue** to maintain the equivalent to fire hydrant supply status which reduces insurance costs for residents. The current engine will serve as a backup. Both trucks will be housed at the Carson Fire Hall once an addition to the hall is built in 2019.

ILMA explains need for access to land base

A delegation from the **Interior Lumber Manufacturers Association (ILMA)** including representatives from **Atco Wood Products** (Fruitvale) and **Vaagen Fibre Canada** (Midway) provided information about a lack of land base for timber harvesting. The ILMA explained the effects on local sawmilling and wood products manufacturing. The ILMA will provide a "solutions document" to the Board in the near future to articulate ways to responsibly increase harvesting access. The document will support the ILMA message with the public and other levels of government.

Boundary Agriculture & Food Plan Endorsed

The Board has endorsed the **Boundary Area Agriculture and Food Plan**. The plan will serve as a guide for local government & stakeholders to strengthen and increase the resiliency of food and agriculture in the Boundary over the coming decade. The planning area includes RDKB Electoral Areas 'C'/Christina Lake, 'D'/Rural Grand Forks, and 'E'/West Boundary and the municipalities of Midway, Greenwood, and Grand Forks.

Wood Stove Exchange Program to continue

The RDKB will continue to participate in the **Wood Stove Exchange Program (WSEP)** in 2019. Funds left from 2018 will go toward funding the 2019 program. Qualifying homeowners receive a rebate when a new wood-burning, pellet or natural gas stove is purchased and an older model retired. The WSEP is facilitated and financially supported by the **Ministry of Environment** and the **BC Lung Association** and run at a community level through grants provided by the Province.

These highlights exclude confidential information such as business negotiations, personnel issues and legal matters. For full meeting agendas and minutes visit rdkb.civicweb.net. For a list of upcoming board meetings, visit rdkb.com. For other information or to provide feedback, please contact Corporate Communications at 250-368-0233 or communications@rdkb.com.

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NOVEMBER 29, 2018

Funding to local groups/projects (Grants-in-Aid)

Electoral Area 'A'

\$500 to the Village of Fruitvale for public Remembrance Day refreshments in the Fruitvale Hall after the ceremony.

Electoral Areas 'C'/Christina Lake, 'D'/Rural Grand Forks & 'E'/West Boundary

\$250 from Area 'C', \$750 from Area 'D' and \$500 from Area 'E' to the Boundary Community Food Bank for post-flood relocation costs.

Electoral Area 'C'/Christina Lake

- \$2,000 to the Christina Lake Recreation Commission to assist the Christina Lake Parks and Trails - Trails Committee with Trail Development.
- \$1,425.40 to the Christina Lake (CL) Stewardship Society for sign development and placement at the Texas Creek Boat Launch. Cost to be shared by RDKB, CL Stewardship Society and the CL Boat Access Society.

Electoral Area 'D'/Rural Grand Forks

\$1000 toward the Grand Forks Community Christmas Dinner, attended by 350 people.

Electoral Area 'E'/West Boundary

- \$3,000 to the Beaverdell Community Club & Recreation Commission to operate the Friends Helping Friends weekly meal program.
- \$500 to The Bridge Drop-in Centre for food preparation and distribution at the drop-in centre.
- \$300 to Discover Rock Creek for a backdrop, heating costs, copying costs and supplies.

- \$300 to the Greenwood Community Association for the Christmas Day Dinner attended by 100 people.
- \$500 to the Greenwood Food Bank/West Boundary Food Bank to supply and deliver nutritious food boxes monthly to those in need in the West Boundary in partnership with other providers.
- \$6,000 to the Kettle River Food Share Society for a volunteer coordinator for the 2019 Food Share Program.
- \$594.62 and \$300 to the Rock Creek Community Medical Society for a Community Barbecue for Canada Day Celebrations and the Rock Creek Medical Centre Year End Community Open House, respectively.
- \$835.80 to the Trails to the Boundary Society to cover costs of four members who attended the Thompson Okanagan Tourism Association General Meeting and Tourism Summit in November 2018.
- \$1,000 to the Trails to the Boundary Society for purchase of membership shares in the new West Boundary Community Services Cooperative Association.

Cannabis bylaws

The Board adopted bylaws to prohibit commercial cultivation in cement-based buildings in the ALR in Electoral Area 'A'. Cannabis retail sales in Electoral Area 'A' and in Mt. Baldy within Area 'E' may be considered upon application for a zoning amendment. Consideration of bylaws related to cannabis in Area 'C'/Christina Lake and Jewel Lake within Area 'E' will be made at a future Board meeting.

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SUSTAINABILITY CHECKLIST INSTRUCTIONS:

The intent of this Checklist is not to “pass” or “fail”, but rather to assist applicants and the Building Department to work together to develop high quality commercial buildings and promote energy efficient building practice in our region. Please review and consider all items on the checklist.

Site consideration

- ☐ Optimum solar orientation and use natural geographic/ecological features in building siting.
- ☐ Compact development and minimum disturbed site area considered.
- ☐ Surface water management: permeable lot, permanent erosion controls and/or roof run-off management.
- ☐ Landscape plan: shade trees, fire-smart varieties, low irrigation demand, drought tolerant plants, no invasive plants.
- ☐ Plan for site erosion control during construction.
- ☐ Make your property FireSmart

Building Energy Efficiency

- ☐ Design and construct a high performance building envelope
- ☐ Exterior or enhanced insulation
- ☐ Advanced framing techniques
- ☐ Attention to air sealing detail
- ☐ Enhanced performance windows and doors
- ☐ External window blinds/shades to mitigate unwanted heat gain
- ☐ Choose energy efficient and appropriately-sized mechanical systems
- ☐ HVAC equipment with minimal losses from heating and cooling distribution system
- ☐ Efficient hot water distribution/domestic hot water equipment, drain water heat recovery, hot water pipe insulation
- ☐ Investigate renewable energy systems
- ☐ Air source heat pump with backup
- ☐ Solar photovoltaic system, or make ready for future retrofit
- ☐ Meet the energy requirements of the building code with the BC Energy Step Code
- ☐ Work with an energy modeller on building design and airtightness testing

Waste Management

- ☐ Plan for recyclables, compost and waste storage on site.
- ☐ Use environmentally preferred products.
- ☐ Practice material efficient framing (order waste factor limit, detailed framing documents, detailed cut list and lumber order, framing efficiencies, off-site fabrication).
- ☐ Use construction waste management and reduction practice.

Active and Low Carbon Transportation

- ☐ Clear and safe pedestrian access and pathways.
- ☐ Bicycle storage or racks.
- ☐ Electric vehicle charging infrastructure placement (make ready for easy retrofit of “level 2” charger).

Equipment, Appliances and Lighting

- ☐ Use efficient ENERGY STAR® lighting options.
- ☐ Install ENERGY STAR® / water efficient appliances, e.g., washing machine.
- ☐ Commercial kitchens: FortisBC has incentives for electric and natural gas kitchen equipment (depending on your service area).
- ☐ Industrial facilities: Investigate other equipment-specific opportunities and incentives.

Water Conservation

- ☐ High efficiency fixtures and fittings (low flush toilets, tap aerators, pre-rinse spray valves).
- ☐ Rainwater harvesting system.
- ☐ If available, graywater reuse system.
- ☐ Maintain xeriscape or low irrigation needs (e.g. consider native plants, fire-smart varieties) or high efficiency irrigation system.
- ☐ Ability to monitor occupant water usage. (i.e., install water meter)

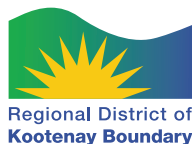
Awareness and Education

- ☐ Once the building is operational, ensure best energy management practices. All operators must be familiar with energy efficiency practices and efficient use of heating /cooling /ventilation building controls.
- ☐ Practice regular energy performance checks as regular building maintenance.
- ☐ Use ENERGY STAR® PortfolioManager®.

Date Checklist completed: _____

Signature _____

Property Owner/Project Manager _____



Area A

Area B
Lower Columbia - Old Glory

Area C
Christina Lake

Area D
Rural Grand Forks

Area E
West Boundary



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- ☐ Compact development and minimum disturbed site area considered.
- ☐ Surface water management: permeable lot, permanent erosion controls and/or roof run-off management.
- ☐ Landscape plan: shade trees, fire-smart varieties, low irrigation demand, drought tolerant plants, no invasive plants.
- ☐ Plan for site erosion control during construction.
- ☐ Make your property FireSmart

Building Energy Efficiency (BC Energy Step Code)

- ☐ Work with an Energy Advisor.
- ☐ Review building energy efficiency and EnerGuide home evaluations
- ☐ Use efficient hot water distribution/domestic hot water equipment.
- ☐ Install hot water pipe insulation.
- ☐ Use appropriate sized & high efficiency HVAC equipment; minimal losses from heating and cooling distribution system.
- ☐ High performance envelope; including exterior or enhanced insulation.
- ☐ Build for minimal envelope leakage and maintain strict attention to air sealing detail during construction.
- ☐ Install enhanced performance windows and doors.
- ☐ Install external window blinds / shades
- ☐ Use efficient ENERGY STAR® lighting options.
- ☐ Install ENERGY STAR® water efficient appliances, e.g., washing machine.
- ☐ Investigate renewable energy system, e.g., air source heat pump with electric or natural gas backup.
- ☐ Investigate drain water heat recovery.
- ☐ Install solar photovoltaic system, or make ready for future retrofit.

Waste Management

- ☐ Plan for recyclables, compost and waste storage on site.
- ☐ Use environmentally preferred products.
- ☐ Practice material efficient framing (order waste factor limit, detailed framing documents, detailed cut list and lumber order, framing efficiencies, off-site fabrication).
- ☐ Use construction waste management and reduction practice.

Active and Low Carbon Transportation

- ☐ Clear and safe pedestrian access and pathways.
- ☐ Bicycle storage or racks.
- ☐ Electric vehicle charging infrastructure placement (make ready for easy retrofit of “level 2” charger).

Indoor Environmental Quality (BC Building Code)

- ☐ Review combustion venting measures.
- ☐ Review moisture load control.
- ☐ Install outdoor air ventilation.
- ☐ Install local exhaust vents.
- ☐ Consider enhanced energy efficiency performance for distribution of space heating and cooling.
- ☐ Install high quality air filters.
- ☐ Choose low-VOC or zero-VOC (volatile organic compounds) paint.
- ☐ Use radon resistant construction practices.
- ☐ Ensure garage pollutant protection.

Water Conservation

- ☐ High efficiency fixtures and fittings (low flush toilets, low flow showerheads, tap aerators).
- ☐ Rainwater harvesting system.
- ☐ If available, graywater reuse system.
- ☐ Maintain xeriscape or low irrigation needs (e.g. consider native plants, fire-smart varieties) or high efficiency irrigation system.
- ☐ Ability to monitor occupant water usage. (i.e., install water meter)

Awareness and Education

- ☐ Be familiar with energy efficiency practices and efficient use of heating /cooling /ventilation building controls (and teach all residents of home).
- ☐ Be familiar with BC Energy Step Code

Date Checklist completed

Signature

Property Owner/Project Manager



Regional District of
Kootenay Boundary

Area A

Area B
Lower Columbia - Old Glory

Area C
Christina Lake

Area D
Rural Grand Forks

Area E
West Boundary

Page 15 of 17





Ali Grieve, your Area 'A' Director for the Regional District of Kootenay Boundary, invites you to an interactive Town Hall Meeting.

Find out the latest about the proposed 2018 Budget and 2018–2022 Five-Year Financial Plan. Ask questions and comment about how we operate, what your tax dollars fund and learn more about your programs and services. For more information, please contact Maureen Forster, Executive Assistant, at mforster@rdkb.com or 250.368.0235.

Monday, February 5, 2018 at 6:00 PM

Fruitvale Memorial Hall, 1968 Main Street, Fruitvale, BC



Take our quick survey.

Text the letters "RDKB" to 778.200.7066



**Regional District of
Kootenay Boundary**

202 – 843 Rossland Ave, Trail, BC V1R 4S8 | **T:** 250.368.9148 | **T/F:** 1.800.355.7352 | **rdkb.com**



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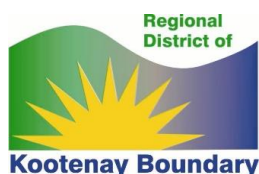
Monday, February 5, 2018 at 6:00 PM
Fruitvale Memorial Hall, 1968 Main Street, Fruitvale, BC

Page 17 of 17

A photograph of a Great Egret standing in tall, dry grass. The bird is facing left, with its long neck slightly curved. It has a long, sharp beak and a distinctive black cap with a white stripe. Its feathers are a mix of grey and white, with long, wispy plumes on its back.

**What matters
to YOU?**

Take our quick survey. Text the letters "RDKB" to 778.200.7066



Memorandum

To: Board of Directors

From: Mark Andison, Chief Administrative Officer

Date: December 4, 2018

Subject: REVISED POST-ELECTION BOARD ORIENTATION, STRATEGIC PLANNING, AND SERVICE WORK PLAN SESSIONS

Earlier in the year, the Policy and Personnel Committee identified a number of orientation, strategic planning, and work planning sessions to be scheduled post-election. A couple of sessions have already been held: a Boundary Flood Recovery Workshop held in Grand Forks City Hall on Nov. 20th; and the Finance Dept. orientation session held before the last Board meeting. The following are the revised dates for the upcoming planned sessions:

Board of Directors General Orientation Session,
Friday, January 25, 2019, 5:00 PM

Service Work Plans Workshop,
Saturday, January 26, 2019, 8:00 AM – 3:00 PM

Emergency Management Orientation Session – Role of Policy Group During Emergency Activations
Thursday, March 20, 2019, 4:00 PM (before Board meeting)

Board Governance Workshop with Jerry Berry,
Friday, March 29, 2019, 5:00 PM

Board Strategic Planning Workshop
Saturday, March 30, 2019, 8:00 AM – 3:00 PM

2019 RDKB BOARD & COMMITTEE MEETING CALENDAR- Legend & Notes

RDKB Meetings

Convention, Conferences, (UBCM, FCM, .AKBLG etc.)

Statutory Holidays

RDKB Board and Management Sessions

July & August Committee Meetings:

The Scheduling of Committee meetings during July and August is at the discretion of the Committee Chairs. The RDKB meeting calendar which is on the website includes July and August Committee meetings. However, closer to June 2019 and once Committee Chairs formally cancel the meetings, a "Cancelled" notation will be added to the calendar on those meeting days.

Two Monthly Board Meetings:

When feasible and where there are no conflicts with other Board activities (e.g. conferences, external appointments etc.), the RDKB holds 2 Board meetings per month.

- The first Board meeting is arranged for the second Wednesday of the month and is scheduled to commence at 6 pm after the monthly Policy & Personnel (P&P) Committee meeting (2:00 pm) and the monthly Utilities (UT) Committee meeting (5:00 pm).
- The second Board meeting is usually held the last Thursday of each month commencing at 6:00 p.m.
- Should there not be enough business for one of the two monthly Board meetings, the Chair will consider cancelling the meeting. This is most likely to happen during July and August.

Board and Committee Meetings - December 2018:

No Committee meetings will be scheduled in December. Should meetings be necessary, they will be at the discretion of the Committee Chairs. There will only be one (regular) Board meeting (2nd Wednesday) in December. Board photos and the East End Christmas Dinner will follow the December Board meeting.

Conflicts with Conferences and Statutory Holidays:

Where there are meeting conflicts with conferences, conventions, travel, etc., staff have moved certain Committee and or Board meetings to different dates. At this time, the dates selected by Staff are only suggestions and they can be revised. Where there is a conflict with one of the two Board meeting dates, there will only be one Board meeting that month.

January 2019						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 New Year's Day	2 BCDC-10:00 a.m.- Grand Forks	3	4	
6	7	8 BV Recreation Noon-Trail	9 P&P-2 pm UT-5 pm Board - 6 pm Trail	10	11	12
13	14	15 East End Services 4:30 pm-Trail	16 LGLA Electoral Area Elected Officials Seminar- Richmond	17 LGLA Electoral Area Elected Officials Seminar-Richmond	18 LGLA EA Seminar-EOS Richmond	19
20	21	22	23	24 SWMP Steering Committee-Time TBD EAS-4:30 Trail	25 Board Orientation Session-5 pm	26 Work Plan Session 8 am
27	28	29	30	31 Board-6 pm Grand Forks		

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February 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 CAO Forum Kelowna	6 BCDC-10:00 am Grand Forks CAO Forum Kelowna	7 CAO Forum Kelowna	8 CAO Forum Kelowna	9
10	11	12 BV Recreation Noon-Trail	13 P&P-2 pm UT-5 pm Trail	14 SWMP Steering Committee-Time TBD EAS-4:30 Grand Forks	15	16
17	18 Family Day	19 East End Services 4:30 pm-Trail	20	21 Board-6 pm Big White Ski Resort	22	23
24	25	26 LGLA-AKBLG Elected Officials Seminar-Kimberley	27 LGLA-AKBLG Elected Officials Seminar-Kimberley	28 LGLA-AKBLG Elected Officials Seminar-Kimberley		

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March 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6 BCDC-10:00 a.m.- Grand Forks	7 P&P-2 pm UT-5 pm Board-6 pm-Trail	8	9
10	11	12 BV Recreation Noon- Trail	13 Mayors' Caucus 2018 2019 TBA	14 SWMP Steering Committee-Time TBD EAS-4:30 Trail Mayors' Caucus (2018) - 2019 TBA	15 Mayors' Caucus (2018) 2019 TBA	16
17	18	19 East End Services 4:30 pm-Trail	20 EMO-Orientation Policy Group Role 4:00 pm Board-6 pm-Trail	21	22	23
24	25	26 UBCM RD Chair & CAO Forum-Victoria	27 MFA AGM-Victoria	28 MFA AGM-Victoria	29 Board Governance RDKB Board Room 5 pm	30 Board Strategic Planning RDKB BoardRoom 8 am
31						

2019 Calendar Template © calendarlabs.com

April 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 BCDC-10:00 Grand Forks	2	3 COFI Vancouver	4 COFI Vancouver	5 COFI Vancouver	6
7	8	9 BV Recreation Noon-Trail	10 P&P-2 pm UT-5 pm Board-6pm-Trail	11 SWMP Steering Committee- Time TBD EAS-4:30 Grand Forks	12	13
14	15	16 East End Services 4:30 pm-Trail	17	18	19 Good Friday	20
21 Easter Sunday	22 Easter Monday	23	24	25 Board-6 pm Grand Forks	26 AKBLG Castlegar	27 AKBLG Castlegar
28 AKBLG Castlegar	29	30				

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May 2019						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 BCDC-10:00 a.m.- Grand Forks	2	3	4
5	6	7	8 P&P-2 pm UT-5 pm Board-6pm Trail	9 SWMP Steering Committee-Time TBD EAS-4:30 Trail	10	11
12 Mother's Day	13	14 BV Recreation Noon-Trail	15	16	17	18
19	20 Victoria Day	21 East End Services 4:30 pm-Trail	22	23 Board-6 pm Grand Forks	24	25
26	27	28	29	30 FCM Quebec City	31 FCM Quebec City	

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June 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 FCM Quebec City
2 FCM Quebec City	3	4 BV Recreation Noon-Trail	5 BCDC-10:00 a.m.- Grand Forks	6	7	8
9	10	11 East End Services 4:30 pm-Trail	12 P&P-2 pm UT-5 pm Board-6pm Trail	13 SWMP Steering Committee-Time TBD EAS-4:30 Grand Forks	14	15
16 Father's Day	17	18	19	20	21	22
23	24	25	26	27 Board-6 pm Trail	28	29
30						

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July 2019

July Committee meetings are scheduled at discretion of Committee Chairs. Placeholders will be included on the Public Calendar.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Canada Day	2	3 BCDC-10:00 a.m.- Grand Forks	4	5	6
7	8	9 BV Recreation Noon-Trail	10 P&P-2 pm UT-5 pm Board-6pm Grand Forks	11 SWMP Steering Committee-Time TBD EAS-4:30 Trail	12	13
14	15	16 East End Services 4:30 pm-Trail	17	18	19	20
21	22	23	24	25 Board 6 pm Trail	26	27
28	29	30	31			

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August 2019

August Committee meetings are scheduled at discretion of Committee Chairs. Placeholders will be included on the Public Calendar.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 BC Day	6	7 BCDC-10:00 a.m.- Trail	8	9	10
11	12	13 BV Recreation Noon-Trail	14 P&P-2 pm UT-5 pm Board-6 pm Trail	15 SWMP Steering Committee-Time TBD EAS-4:30 Grand Forks	16	17
18	19	20 East End Services 4:30 pm-Trail	21	22	23	24
25	26	27	28	29 Board-6 pm Trail	30	31

September 2019						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Labor Day	3	4 BCDC-10:00 a.m.- Grand Forks	5	6	7
8	9	10 BV Recreation Noon-Trail	11 P&P-2 pm UT-5 pm Grand Forks	12 SWMP Steering Committee-Time TBD EAS-4:30 Trail	13	14
15	16	17 East End Services 4:30 pm-Trail	18	19 Board-6 pm East End Tweedsmuir Scout Camp-To be Confirmed	20	21
22	23 UBCM Vancouver	24 UBCM Vancouver	25 UBCM Vancouver	26 UBCM Vancouver	27 UBCM Vancouver	28
29	30					

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October 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 BCDC-10:00 a.m.- Grand Forks	3	4	5
6	7	8 BV Recreation Noon-Trail	9 P&P-2 pm UT-5 pm Board-6 pm Trail	10	11	12
13	14 Thanksgiving Day	15 East End Services 4:30 pm-Trail	16	17 SWMP Steering Committee-Time TBD EAS-4:30 Grand Forks	18	19
20	21	22	23	24	25	26
27	28	29	30	31 Board-6 pm Grand Forks		

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November 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6 BCDC-10:00 a.m.- Grand Forks	7	8	9
10	11 Remembrance Day	12 BV Recreation Noon-Trail	13 P&P-2 pm UT-5 pm Board-6 pm Grand Forks	14 SWMP Steering Committee-Time TBD EAS-4:30 Trail	15	16
17	18	19 East End Services 4:30 pm-Trail	20	21	22	23
24	25	26	27	28 Board-6 pm Trail	29	30

December 2019

Unless directed by Committee Chair, Committee meetings are not scheduled during December.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11 Board Meeting 4:30 pm – Trail Board Photos Christmas Dinner (East End)	12	13	14
15	16	17	18	19	20	21
22	23	24	25 Christmas Day	26 Boxing Day	27	28
29	30	31				



November 15, 2018

Ref: 242156

Board
Regional District of Kootenay Boundary
202 - 843 Rossland Avenue
Trail BC V1R 4S8

REGIONAL DISTRICT OF KOOTENAY BOUNDARY	
FILE #	NOV 23 2018
DOC #
REF. TO:	<i>R</i>
CC:	<i>BOD</i>

Dear Board Members:

I am writing to congratulate you on your recent election. As you know, good local government depends on people willing to stand for office and serve their communities. Whether this is your first time as an elected official, or you are returning to office for another term, your contribution to public service is appreciated.

Our government is committed to working with local governments in making life more affordable, improving services people count on, and building a strong, sustainable economy that works better for everyone.

As a former municipal councillor, I recognize the opportunities, challenges and choices elected officials face every day. I fully appreciate that these roles are often difficult, with success determined both by the strength of your organizations and by the relationships elected colleagues build among themselves, with local government staff and with members of the public. Paramount to each local government's success is also the standard set by each elected official in conducting themselves with honesty and integrity.

As you are forming, I encourage you to review the attached document, Foundational Principles of Responsible Conduct, developed by a working group from the Union of BC Municipalities (UBCM), the Ministry of Municipal Affairs and Housing and the Local Government Management Association (LGMA). The four foundational principles - integrity, accountability, respect, and leadership and collaboration - can be used to guide the conduct of both individual elected officials and the collective council or board.

I also encourage you to explore the Working Group's Model Code of Conduct that sets out shared principles and standards of conduct to help local councils and boards start developing their own code of conduct. A Companion Guide is available to facilitate a local council or board's conversations as they go through the process. These materials are available on the UBCM website.

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Ministry of Municipal Affairs
and Housing

Office of the Minister

Mailing Address:
PO Box 9056 Stn Prov Govt
Victoria BC V8W 9E2
Phone: 250 387-2283
Fax: 250 387-4312

Location:
Room 310
Parliament Buildings
Victoria BC V8V 1X4

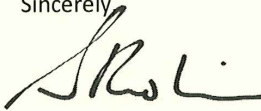
<http://www.gov.bc.ca/mah>

Board
Regional District of Kootenay Boundary
Page 2

If you have questions about responsible conduct or other topics of education, training and advice for elected officials and local government staff, I encourage you to contact partner organizations such as the Local Government Leadership Academy, the UBCM and the LGMA. The Ministry of Municipal Affairs and Housing can also advise and support local governments to better serve their communities. In this context, I would like to introduce or re-introduce you to Jacqueline Dawes, Deputy Minister, who can be contacted at: Jacquie.Dawes@gov.bc.ca, and Tara Faganello, Assistant Deputy Minister, Local Government Division, who can be contacted at: Tara.Faganello@gov.bc.ca.

Thank you again for your commitment to public service. I look forward to working with you to make life better for all the people of British Columbia.

Sincerely

A handwritten signature in black ink, appearing to read 'SR', with a stylized flourish extending from the end.

Selina Robinson
Minister

Enclosure

Foundational Principles Of Responsible Conduct

FOR B.C.'S LOCAL GOVERNMENTS

Key Foundational Principles

- ◇ INTEGRITY
- ◇ ACCOUNTABILITY
- ◇ RESPECT
- ◇ LEADERSHIP & COLLABORATION

PRODUCED BY THE WORKING GROUP ON RESPONSIBLE CONDUCT

January 2018

What are foundational principles?

This document outlines four key foundational principles – *integrity, accountability, respect, and leadership & collaboration* – to guide the conduct of local government elected officials in B.C.

The foundational principles provide a basis for how local government elected officials fulfill their roles and responsibilities, including in their relationships with each other, with local government staff and with the public.

These principles are intended to guide both the conduct of individual elected officials and the collective behaviour of the local government council or board. The principles are also meant to guide local governments in fulfilling their corporate functions and responsibilities to their communities.

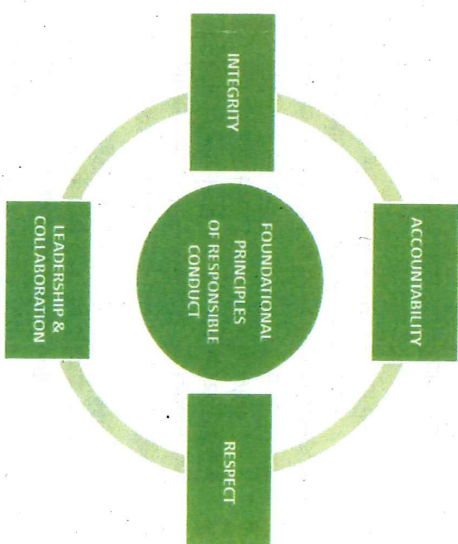
Responsible conduct at all of these levels is key to furthering a local government's ability to provide good governance to its community.

"The foundational principles provide a basis for how local government elected officials fulfill their roles and responsibilities, including in their relationships with each other, with local government staff and with the public."

How do the principles "fit" with legal obligations?

It is the duty of elected officials to understand and abide by all legal requirements that apply to elected officials and local governments¹, and nothing in this document should be interpreted as taking precedence over such legal obligations.

Local government elected officials should interpret the principles described below in accordance with the responsibilities and obligations set out in B.C.'s local government legislation, other applicable legislation, the common law and the policies and bylaws of the local government.



¹ Many legal obligations apply to elected officials and local governments, including but not limited to rules about: ethical standards such as conflict of interest; open meetings; protecting confidential information; workplace safety such as harassment; and expenditure of local government funds.

Integrity: being honest and demonstrating strong ethical principles.

- Be truthful, honest and open in all dealings.
- Behave in a manner that promotes public confidence in local government, including actively avoiding any perceptions of conflicts of interest, improper use of office, or unethical conduct.
- Uphold the public interest, serving citizens diligently to make decisions in the best interests of the community.
- Ensure alignment between stated values and actions, including following through on commitments, engaging in positive communication with the community, and correcting errors in a timely, transparent manner.

Accountability: an obligation and willingness to accept responsibility or to account for one's actions.

- Be transparent in how an elected official individually, and a council/board collectively, conducts business and carries out their duties.
- Ensure information is accessible, and citizens can view the process and rationale behind each decision and action, while protecting confidentiality where appropriate or necessary.
- Accept and uphold that the council/board is collectively accountable for local government decisions, and that individual elected officials are responsible and accountable for the decisions they make in fulfilling their roles as council/board members.
- Listen to and consider the opinions and needs of the community in all decision making, and allow for discourse and feedback.

Respect: having due regard for others' perspectives, wishes, and rights; displaying deference² to the offices³ of local government, and the role of local government in community decision making.

- Treat every person, including other members of council/board, staff and the public, with dignity, understanding and respect.
- Show consideration at all times for colleagues and staff, including by honouring people's values, beliefs, ideas, roles, contributions and needs.
- Create an environment of trust, including displaying awareness and sensitivity around comments and language that may be perceived as offensive or derogatory.
- Value the role of diverse perspectives and debate in decision making.
- Act in a way that is respectful of the roles and responsibilities of the offices of Mayor/Chair and Councilor/Director.
- Value the distinct roles and responsibilities of local government staff and the community in local government considerations and operations, and commit to foster a positive working relationship between staff, the public and elected officials.
- Call for and expect respect from the community towards elected officials and staff, and their roles and responsibilities within the local government system.

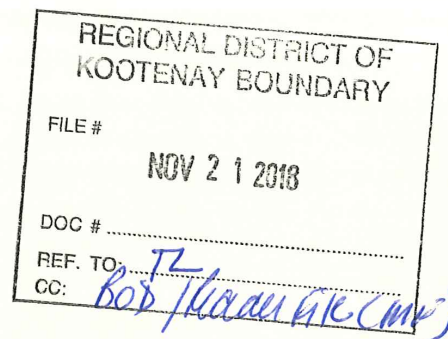
Leadership and Collaboration: an ability to lead, listen to, and positively influence others; coming together to create or meet a common goal through collective efforts.

- Demonstrate behaviour that builds and inspires public trust and confidence in local government.
- Calmly face challenges and provide considered direction on the issues of the day, while empowering colleagues and staff to do the same.
- Create space for open expression by others, take responsibility for one's own actions and reactions, and accept the decisions of the majority.
- Accept that it is the equal responsibility of the individual elected official, the council/board as a collective, the community and stakeholders to work together to achieve common goals.
- Be an active participant in ensuring the foundational principles are followed in all local government dealings (e.g., including among elected officials, between council/board members and staff, with community members, with other orders of government, in the decisions of a council/board, and in services and other activities of the local government).



² Displaying deference is acting in a way that is respectful of both the tradition and legacy enshrined in the various local government positions, as well as their intended functions.

³ 'Offices' of local government refers to the roles/responsibilities of the various roles and positions within the local government system, such as Mayor, Chair, Councilor or Director.



November 16, 2018

Electoral Area Directors
Regional District of Kootenay Boundary
202 - 843 Rossland Avenue
Trail, BC V1R 4S8

Dear Electoral Area Directors:

I would like to congratulate you all for being elected to serve the Regional District of Kootenay Boundary.

Serving in public office is both a great honour and an important responsibility, and your success in the 2018 election is a testament to your hard work and dedication to your communities. I have every confidence that you will be effective voices for your constituents in the months and years ahead. Local representatives are vital to the growth and well-being of our province as a whole, and I look forward to working collaboratively with the Regional District of Kootenay Boundary as we strive to make life better for all British Columbians.

Congratulations, once again, and best wishes for your time in public office.

Sincerely,

John Horgan
Premier

Office of the
Premier

Web Site:
www.gov.bc.ca

Mailing Address:
PO Box 9041 Stn Prov Govt
Victoria BC V8W 9E1

Location:
Parliament Buildings
Victoria



REGIONAL DISTRICT OF
KOOTENAY BOUNDARY

FILE #

NOV 21 2018

DOC #

REF. TO:

CC:

November 19, 2018

Roly Russell
Chair
Regional District of Kootenay Boundary
202 - 843 Rossland Avenue
Trail, BC V1R 4S8

Dear Chair Russell:

On behalf of Columbia Basin Trust, I would like to take this opportunity to offer congratulations to you and your Board following the local government elections in October.

Elected officials are the backbones of our communities and the Trust is pleased to have such strong and positive working relationships across the region. As the Trust works to support the efforts of the people of the Basin to create a legacy of social, economic and environmental well-being, we are only as successful as our partnerships, and our relationship with local and regional government is key to delivering on our mandate.

Your contribution to your community is sincerely appreciated and I look forward to working together as we head into 2019.

Again, please accept my congratulations on behalf of the Trust Board and staff. Please do not hesitate to contact me at jstrilaeff@cbt.org or 250.304.1632.

Yours truly,

Johnny Strilaeff
President and Chief Executive Officer



LOCAL GOVERNMENT

ACCESSIBILITY • INDEPENDENCE • TRANSPARENCY • PERFORMANCE



November 29,
2018

To: Mayors and Councillors
Chairs and Directors of Regional District Boards
Chairs and Directors of Greater Boards

Please accept my congratulations on your election and best wishes for your new term in office. The beginning of a new term is always an exciting time, full of possibilities and opportunities for local governments and their communities.

As you may be aware, the mandate of the Auditor General for Local Government is to assist local governments across B.C. by providing objective information and relevant advice that will assist in local governments' accountability to their communities for the stewardship of public assets and the achievement of value for money in their operations.

We accomplish this through performance audits, which are quite different from the financial audits you may be more familiar with. Performance audits can be valuable tools for local governments as they point out areas relating to the audit topic that could be improved while – equally importantly – also providing assurance in areas where a local government already has good practices.

In our reports, we try to highlight such good practices and recommend them to other local governments. This is why our audit reports are relevant to more than just the local government being audited, as we are always looking for opportunities to provide useful advice to local governments of varying sizes and other characteristics. Our AGLG Perspectives booklets have a similar goal, offering a variety of best practices for a wide range of local governments to consider.

I am pleased that we have received a great deal of positive feedback from local governments and other stakeholders on the work that we have done in recent years and hope that you will also find our reports and recommendations to be useful in your work.

We anticipate the release of a performance audit on the topic of Emergency Management in Local Governments and a Perspectives booklet related to the topic of Local Government's Role in Ensuring Clean Drinking Water in the short term and I would encourage you to review each one once released. All of our audit reports and Perspectives booklets are published on our website at www.aglg.ca under the 'Publications' tab.

Success for our office almost always depends on collaboration and engagement with elected officials and local government staff. I look forward to working with you and welcome any questions or feedback that you may have, or opportunities to meet with your Council or Board to share the work that we do.

Sincerely,

Gordon Ruth, FCPA, FCGA
Auditor General for Local Government
201 - 10470 152nd Street, Surrey, BC V3R 0Y3
Phone: 604-930-7100 | Fax: 604-930-7128

AUDITOR GENERAL FOR
LOCAL GOVERNMENT

ACCESSIBILITY • INDEPENDENCE • TRANSPARENCY • PERFORMANCE

cc: Chief Administrative Officers

Regional District of Kootenay Boundary
Cheque Register-Summary

AP5090
Date: Nov 30, 2018

Supplier: 084010-ZWO010
Cheque Date: November 1-30, 2018

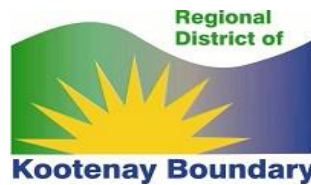
Cheq Date	Supplier	Supplier Name	Amount
2018-11-09	ABE040	ABERDEEN PUBLISHING INC.	\$396.90
2018-11-30	ACC050	ACCURA ALARMS SECURITY SERVICE	\$78.75
2018-11-23	ALP003	ALPINE CONTRACTING	\$30,840.25
2018-11-30	ALP003	ALPINE CONTRACTING	\$41,074.38
2018-11-30	APP020	APPLIED INDUSTRIAL TECHNOLOGIES	\$2,060.17
2018-11-02	ARL010	THE ARLINGTON HOTEL	\$318.20
2018-11-09	ARL010	THE ARLINGTON HOTEL	\$329.65
2018-11-30	BCW002	BC WATER AND WASTE ASSOCIATION	\$99.00
2018-11-09	BEA014	BEAVERDELL COMMUNITY CLUB & RECREATION	\$400.00
2018-11-30	BEA020	BEAVER FALLS MACHINING LTD	\$171.09
2018-11-23	BEA035	BEATTIE, DAVE	\$549.94
2018-11-16	BEA055	BEAVER VALLEY DYNAMIC AGING SOCIETY	\$2,084.94
2018-11-02	BEL070	BELL MEDIA RADIO GP	\$18,474.75
2018-11-23	BEL070	BELL MEDIA RADIO GP	\$2,625.00
2018-11-23	BEL110	BELL MOBILITY INC.	\$154.31
2018-11-30	BEL110	BELL MOBILITY INC.	\$174.27
2018-11-02	BEN025	BENT, CAROLYN	\$45.90
2018-11-30	BEN025	BENT, CAROLYN	\$66.96
2018-11-09	BIL100	BILLY'S WATERWORKS	\$4,042.14
2018-11-09	BIP010	BI PURE WATER	\$337.10
2018-11-30	BLA080	BLACK JACK SKI CLUB	\$10,000.00
2018-11-23	BOR140	BORUCK, JOANNA	\$29.84
2018-11-16	BOU039	BOUNDARY COUNTRY HEATING & COOLING	\$217.88
2018-11-09	BRA002	BRADY	\$404.63
2018-11-23	BRA002	BRADY	\$256.88
2018-11-02	BRI001	BRINK'S CANADA LIMITED	\$381.84
2018-11-23	BUR015	BURTON, SUE	\$13.00
2018-11-09	CAN031	THE CANADIAN PAYROLL ASSOCIATION	\$220.50
2018-11-30	CAP080	CAP-IT KELOWNA	\$469.23
2018-11-16	CHA110	CHAMPLIN, BRIAN	\$190.65
2018-11-30	CHR120	CHRISTINA LAKE MECHANICAL	\$1,451.27
2018-11-23	CHR270	CHRISTINA LAKE NEWS	\$388.00
2018-11-02	CIA010	CIARDULLO MARIA L	\$207.08
2018-11-09	CIB010	CIBC VISA	\$4,524.80
2018-11-09	CIE020	CI EXCAVATING	\$315.00
2018-11-30	CLE001	CLEMENS, CHUCK	\$243.99
2018-11-30	COL004	COLLEGE OF THE ROCKIES	\$2,300.00
2018-11-02	COL026	COLUMBIA WIRELESS INC.	\$2,441.60
2018-11-30	COL360	COLUMBIA BASIN ENVIRONMENTAL EDUCATION	\$2,000.00
2018-11-02	COM070	COMMUNITY FUTURES DEVELOPMENT CORP. -	\$15,000.00
2018-11-30	COO002	COOKE, MELVIN	\$25.30
2018-11-02	COR150	CORIX CONTROL SOLUTIONS L	\$8,284.02
2018-11-30	CRA003	CRAZY LEGS DANCERS SOCIETY	\$1,000.00
2018-11-09	CRE030	CREATIVE CUSTOM EMBROIDERY	\$129.05
2018-11-09	CRE040	CREM HOLDINGS LTD	\$3,150.00
2018-11-16	CRO050	CROSSMAN, STEVEN J.	\$240.61
2018-11-23	DAN110	DANCZAK, RACHEL	\$948.36
2018-11-30	DEA060	DEAN, DONNA	\$25.00
2018-11-16	DEA090	DEAN, MICHELE	\$29.62
2018-11-02	DEL070	DELL CANADA INC	\$622.94
2018-11-09	DEL070	DELL CANADA INC	\$70.43

Cheq Date	Supplier	Supplier Name	Amount
2018-11-30	DEL070	DELL CANADA INC	\$116.02
2018-11-09	DIS070	DISCOVER ROCK CREEK SOCIETY	\$894.00
2018-11-23	ECO001	ECOLE DES SEPT-SOMMETS ASSOCIATION DES	\$2,000.00
2018-11-30	ENV010	ENVIRONMENTAL OPERATORS CERTIFICATION	\$63.00
2018-11-23	FER001	FERRARO FOODS	\$57.04
2018-11-09	FER003	FERRABY, GREG	\$80.00
2018-11-02	FLE015	FLEETCOR CANADA MASTERCARD	\$4,045.55
2018-11-02	FLE015	FLEETCOR CANADA MASTERCARD	\$752.41
2018-11-02	FOR010	FORTISBC - ELECTRICITY	\$18,467.31
2018-11-09	FOR010	FORTISBC - ELECTRICITY	\$6,712.23
2018-11-16	FOR010	FORTISBC - ELECTRICITY	\$617.84
2018-11-23	FOR010	FORTISBC - ELECTRICITY	\$1,104.00
2018-11-30	FOR010	FORTISBC - ELECTRICITY	\$1,199.51
2018-11-02	FOR040	FORTIS BC - NATURAL GAS	\$5,819.88
2018-11-09	FOR040	FORTIS BC - NATURAL GAS	\$5,079.54
2018-11-16	FOR040	FORTIS BC - NATURAL GAS	\$739.77
2018-11-23	FOR040	FORTIS BC - NATURAL GAS	\$491.05
2018-11-30	FOR040	FORTIS BC - NATURAL GAS	\$5,515.47
2018-11-23	FOR050	FORTISBC INC.	\$210.00
2018-11-23	FOS010	FOSSEN AIR LTD	\$2,073.75
2018-11-23	FRI015	FRIESEN RICHARD	\$91.47
2018-11-16	FRU020	FRUITVALE CO-OP	\$393.79
2018-11-02	FRU070	FRUITVALE FIRE DEPT	\$442.00
2018-11-23	GAI010	GAIA PRINCIPLES IPM SERVICES	\$52.50
2018-11-30	GAL040	GALLERY 2	\$945.00
2018-11-02	GEN040	GENELLE VOLUNTEER FIRE DEPT	\$442.00
2018-11-09	GLE040	GLENMERRY GLASS LTD.	\$2,561.65
2018-11-16	GLE040	GLENMERRY GLASS LTD.	\$490.00
2018-11-09	GRA270	BLACK PRESS DBA GRAND FORKS GAZETTE	\$37.21
2018-11-23	GRA270	BLACK PRESS DBA GRAND FORKS GAZETTE	\$37.21
2018-11-02	GRA280	GRAND FORKS VOLUNTEER FIREFIGHTERS ASSOC.	\$5,490.00
2018-11-30	GRA520	GRAND FORKS SEARCH & RESCUE	\$5,000.00
2018-11-09	GRA560	GRAND FORKS ROTARY CLUB	\$2,500.00
2018-11-02	GRA630	GRAYSON, SARA	\$190.39
2018-11-02	GRE030	GREYHOUND COURIER EXPRESS	\$244.96
2018-11-09	GUI001	GUILLEVIN INTERNATIONAL INC.	\$124.99
2018-11-23	HAG060	HAGEL, SANDY	\$20.15
2018-11-30	HEN140	HENDERSON, DEREK	\$111.99
2018-11-30	HIN030	HINTERLAND SURVEYING & GEOMATICS INC.	\$4,253.00
2018-11-02	HIR040	Hiram, George	\$360.23
2018-11-16	HIR040	Hiram, George	\$1,500.00
2018-11-30	HOM010	HOME DEPOT CREDIT SERVICES	\$278.47
2018-11-09	HOR070	HORNE KEVIN	\$386.80
2018-11-30	IMP020	IMPERIAL OIL LIMITED	\$1,093.82
2018-11-30	IMP160	IMPERIAL MOTEL	\$13,608.07
2018-11-16	INT080	INTERIOR SIGNS	\$189.00
2018-11-09	JOH310	JOHNSON, ROSANNE, IN TRUST	\$179.16
2018-11-30	KAL025	KAL TIRE	\$456.75
2018-11-23	KAL040	KAL TIRE	\$19.31
2018-11-02	KAM001	KAMBEITZ, KEN	\$6,151.95
2018-11-02	KET002	KETTLE RIVER MUSEUM SOCIETY	\$15,000.00
2018-11-30	KIM050	KIM'S CREATIONS	\$593.78
2018-11-23	KIN100	KING OF KINGS NEW TESTAMENT CHURCH	\$4,956.38
2018-11-02	KON070	KONRAD, FRANK	\$100.00
2018-11-23	KOP010	Koppin, BEN	\$300.00
2018-11-30	KRA090	KRAJINOVIC, JENNA	\$178.49
2018-11-23	LAC030	LACEY, ADAM D	\$156.55

Cheq Date	Supplier	Supplier Name	Amount
2018-11-09	LAN130	LAND & COURT REGISTRY SERVICES	\$53.92
2018-11-23	LEB030	LEBER, ASHLEY	\$100.79
2018-11-09	LIN060	LINDAL, DAVID	\$144.50
2018-11-09	MAI003	MAIN PLUMBING & HEATING	\$467.25
2018-11-02	MAI120	MAIKA, FRANCES	\$869.73
2018-11-09	MAL001	MALLACH, ANDY	\$325.63
2018-11-30	MAR027	MARSH, CHRISTOPHER	\$380.00
2018-11-16	MEH010	MEHMAL LEONARD	\$153.00
2018-11-02	MET080	METRO COMPACTOR WEST INC.	\$654.50
2018-11-09	MID004	MIDWAY VOLUNTEER FIRE DEPT.	\$120.00
2018-11-23	MID025	MIDWAY COMMUNITY ASSOCIATION	\$1,950.00
2018-11-23	MID170	MIDWAY PICKLEBALL CLUB	\$300.00
2018-11-09	MIN030	MINISTER OF FINANCE	\$5,550.00
2018-11-16	MIN040	MINISTER OF FINANCE	\$53.88
2018-11-02	MIN180	MINISTER OF FINANCE MINISTRY OF PUBLIC SAFETY &	\$18,386.40
2018-11-30	MIN190	MINISTRY OF ENVIRONMENT AND CLIMATE CHANGE	\$525.00
2018-11-02	MON040	MONTROSE FIRE DEPARTMENT	\$442.00
2018-11-02	MOR025	MORASSUT, ANGELA ALICE	\$186.00
2018-11-30	NEO001	NEOPOST	\$1,056.12
2018-11-16	NEP020	NEPA TRUCKING CO.	\$738.69
2018-11-30	PAS060	THE PASTRY SHOP	\$194.70
2018-11-09	PEN015	PENNEY, JENNIFER	\$70.00
2018-11-16	PET010	PETRO CANADA	\$7,760.89
2018-11-09	PET015	PETERS, TRAVIS PATRICK	\$43.25
2018-11-30	POL040	POLICE VICTIM SERVICES OF BC	\$110.00
2018-11-02	POW002	POWNALL CONSTRUCTION & FORM RENTAL	\$133,339.33
2018-11-02	POW080	POWDERHOUND	\$1,478.40
2018-11-02	PUR020	PUROLATOR INC.	\$54.24
2018-11-23	PUR020	PUROLATOR INC.	\$128.28
2018-11-16	QUA002	QUANTUS ELECTRIC LTD.	\$393.75
2018-11-23	RAH001	RA HERFST STRUCTURAL ENGINEERS	\$693.00
2018-11-02	RAM004	RAMSAY, PORTER	\$650.00
2018-11-02	REC010	RECEIVER GENERAL FOR CANADA	\$98,333.03
2018-11-16	REC010	RECEIVER GENERAL FOR CANADA	\$73,952.22
2018-11-30	REC010	RECEIVER GENERAL FOR CANADA	\$82,374.48
2018-11-02	RED040	REDI ELECTRIC	\$1,891.58
2018-11-09	REE005	REECE, JENNIFER	\$76.08
2018-11-09	REI003	REILLY, BRIANNA	\$115.00
2018-11-23	RIT040	RITCHIE, MICHAEL	\$100.00
2018-11-30	ROB007	ROBERTSON'S CLOTHING & SHOES INC.	\$184.79
2018-11-16	ROS045	ROSSLAND SKATE PARK ASSOCIATION	\$13,925.00
2018-11-30	ROS110	ROSSLAND COUNCIL FOR ARTS & CULTURE	\$2,400.00
2018-11-02	ROS140	ROSSLAND FIRE DEPT.	\$442.00
2018-11-30	ROS320	ROSSLAND SEARCH & RESCUE	\$5,000.00
2018-11-02	ROY002	ROYAL CANADIAN LEGION BR. #11	\$272.00
2018-11-23	ROY002	ROYAL CANADIAN LEGION BR. #11	\$90.00
2018-11-02	ROY004	ROYAL CANADIAN LEGION BRANCH #59	\$272.00
2018-11-23	ROY005	ROYAL CANADIAN LEGION BRANCH 155	\$160.00
2018-11-30	RYD015	RYDER, PATRICIA E.	\$43.50
2018-11-02	SAN100	SANTORI, SANDY	\$117.72
2018-11-16	SAN130	SANTORI, KEVIN	\$25.00
2018-11-23	SAV010	SAVAGE PLUMBING & HEATING	\$785.12
2018-11-30	SAV010	SAVAGE PLUMBING & HEATING	\$777.00
2018-11-09	SAV040	SAVE-ON-FOODS	\$54.50
2018-11-23	SAV040	SAVE-ON-FOODS	\$46.55
2018-11-16	SEL010	SELECT OFFICE PRODUCTS	\$300.77
2018-11-23	SEL010	SELECT OFFICE PRODUCTS	\$461.35

Cheq Date	Supplier	Supplier Name	Amount
2018-11-02	SHA030	SHAW CABLE	\$347.26
2018-11-09	SHA030	SHAW CABLE	\$396.74
2018-11-09	SHE005	SHERRIFF, SUSAN, B.	\$2,175.00
2018-11-16	SID020	SIDWELL, CARL	\$624.75
2018-11-09	SOC001	SOCIETY FOR THE FRIENDS OF THE TRAIL SK8 PARK	\$30,000.00
2018-11-16	SOF020	SOFTCHOICE LP	\$15,689.54
2018-11-30	SOL005	SOLUTIONS NOTARIUS INC.	\$229.95
2018-11-23	SOR015	SORENSEN, ROBERT	\$183.96
2018-11-30	SOU005	SOUTH COLUMBIA SEARCH & RESCUE SOCIETY	\$5,000.00
2018-11-09	SPC010	SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS	\$7,437.00
2018-11-23	STA007	DESJARDINS CARD SERVICES	\$419.90
2018-11-02	STA025	STAJDUHAR, JESSICA	\$95.72
2018-11-02	STE130	STERICYCLE COMMUNICATION SOLUTIONS ULC	\$848.59
2018-11-23	STE170	STEPHENSON ENGINEERING	\$13,860.00
2018-11-30	STO100	ST.ONGE, ALEXANDER A.	\$151.39
2018-11-09	STR050	STRIKER INDUSTRIES	\$324.80
2018-11-02	TEL001	TELUS COMMUNICATIONS (B.C.) INC.	\$12,879.62
2018-11-09	TEL001	TELUS COMMUNICATIONS (B.C.) INC.	\$66.19
2018-11-16	TEL001	TELUS COMMUNICATIONS (B.C.) INC.	\$440.00
2018-11-30	TEL001	TELUS COMMUNICATIONS (B.C.) INC.	\$444.81
2018-11-16	TEL050	TELUS COMMUNICATIONS CO. C/O TELUS SERVICES INC.	\$604.47
2018-11-09	TIL010	TILLER, MEGAN	\$96.85
2018-11-23	TIL010	TILLER, MEGAN	\$147.35
2018-11-30	TOU005	TOURISM ROSSLAND SOCIETY	\$3,206.00
2018-11-09	TOY010	TOYO TIRE CANADA INC	\$989.59
2018-11-23	TOY010	TOYO TIRE CANADA INC	\$1,012.48
2018-11-30	TRA410	TRAIL HISTORICAL SOCIETY	\$5,000.00
2018-11-09	TRE100	TRERISE, RANDY	\$253.80
2018-11-23	UPS010	UPS CANADA	\$28.51
2018-11-23	VAN100	VAN HOLST, ROY	\$140.28
2018-11-09	VHS001	VH SPORTE CANADA	\$710.42
2018-11-30	VIS015	VISIONS FOR SMALL SCHOOLS SOCIETY	\$1,944.34
2018-11-02	VIS050	VISTA RADIO LTD.	\$1,820.91
2018-11-09	VIS050	VISTA RADIO LTD.	\$588.00
2018-11-30	VIV001	VIVID CONSULTING	\$4,577.11
2018-11-02	VMS020	VMS COMFORT PLUS INC	\$2,776.84
2018-11-02	VON015	VON DIEBITSCH, RAYMOND	\$77.91
2018-11-16	WAR030	WARFIELD FAS GAS	\$675.30
2018-11-02	WAR040	WARFIELD FIRE DEPT. SOCIAL CLUB	\$442.00
2018-11-30	WAS010	WASTE MANAGEMENT	\$2,484.61
2018-11-02	WEB060	WEBBER, TABATHA	\$69.12
2018-11-02	WES025	WESTEK CONTROLS LTD.	\$15,561.00
2018-11-30	WES025	WESTEK CONTROLS LTD.	\$2,753.10
2018-11-23	WES100	WESCO DISTRIBUTION CANADA LP	\$1,454.29
2018-11-23	WHI090	WHITLOCK INSURANCE SERVICES	\$268.00
2018-11-16	WIE030	WIEBE, GABRIEL	\$25.00
2018-11-09	WOO010	WOODY'S TIRE & AUTO LTD.	\$110.88
2018-11-30	WOO010	WOODY'S TIRE & AUTO LTD.	\$1,176.55
Total Accounts Paid			\$885,063.53

NB: No payments greater than \$100,000 related to emergency response (service 012).



Electoral Area Services Committee - Minutes

Thursday, October 11, 2018

RDKB Board Room, 843 Rossland Ave., Trail, BC

Directors Present:

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

Other Directors Present:

Alternate Director Bill Edwards

Staff Present:

Mark Andison, Chief Administrative Officer
James Chandler, General Manager of Operations/Deputy Chief Administrative Officer
Janine Dougall, General Manager of Environmental Services
Donna Dean, Manager of Planning and Development
Maria Ciardullo, Recording Secretary
Sandra Surinak, Planning Secretary

CALL TO ORDER

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

ACCEPTANCE OF AGENDA (ADDITIONS/DELETIONS)

October 11, 2018

An item was added under Section 7 - Late (Emergent) Items - Public access to APC reports and agendas

Moved: Director McGregor

Seconded: Director Russell

That the October 11, 2018 Electoral Area Services Agenda be adopted as amended.

Carried.

MINUTES

September 20, 2018

Moved: Director Russell

Seconded: Director Gee

That the September 20, 2018 Electoral Area Services meeting minutes be adopted.

Carried.

DELEGATIONS

There were no delegations in attendance.

UNFINISHED BUSINESS

**Cannabis Legalization - Zoning Bylaw Considerations
Electoral Area 'A'**

RDKB File: C-56

Director Grieve stated that her APC members supported the staff recommendations.

Moved: Director Grieve

Seconded: Director McGregor

That the following bylaw amendments be supported: amend the Electoral Area 'A' Official Community Plan Bylaw No. 1410 to add a policy regarding the prohibition of cement based cannabis production on ALR land and add a policy outlining the requirements of a zoning bylaw amendment to allow cannabis retail sales and to amend the Area 'A' Zoning Bylaw No. 1460 to prohibit cannabis retail sales and cement based cannabis production in the ALR and further that staff be directed to draft amendment bylaws for presentation to the RDKB Board of Directors for first and second readings and to schedule and hold a public hearing on the proposed amendment bylaws.

Carried.

Memorandum of EAS Committee Action Items

Director Gee inquired about a Ministry of Transportation and Infrastructure (MOTI) subdivision referral from February 2018. Donna Dean, Manager of Planning and Development, stated that an extension has been granted by MOTI.

Moved: Director Grieve

Seconded: Director McGregor

That the Memorandum of Committee Action Items be received.

Carried.

NEW BUSINESS

Deyanne Davies

RE: MOTI Subdivision

455 Malde Creek Road

RDKB File: B-Twp9A-10948.100

Donna Dean reviewed this referral with the Committee members. It was noted that the minimum parcel size requirement has been met. The Electoral Area 'B'\Lower Columbia-Old Glory APC supports this referral.

Moved: Director McGregor

Seconded: Director Russell

That the staff report regarding the Ministry of Transportation and Infrastructure referral for a proposed subdivision, for the parcel legally described as Plan NEPX63, TWP9A, KD in Electoral Area 'B'\Lower Columbia-Old Glory be received.

Carried.

Village of Fruitvale

RE: Subdivision Referral

1883 Green Road, Fruitvale

RDKB File: F-1

Director Grieve stated that the APC has no concerns with this referral. There was discussion regarding the timeline for responding to referrals from the Village Fruitvale and communicating our time lines to the Village. Director Grieve also had a comment regarding the process for new water connections and the importance of securing approval from Environmental Services prior to the subdivision.

Moved: Director Grieve

Seconded: Director Russell

That the staff report regarding the Village of Fruitvale referral for a proposed subdivision, for the parcel legally described as Lot 2, Plan NEP4628, DL 1236, KD, Fruitvale be received.

Carried.

Planning and Development Department Work Plans

2019/2020 Planning and Development Department Work Plan

2019/2020 House Numbering - Electoral Areas 'A' and 'C'/Christina Lake Work Plan

2019/2020 House Numbering - Electoral Area 'B'/Lower Columbia-Old Glory Work Plan

2019/2020 House Numbering - Electoral Area 'D'/Rural Grand Forks Work Plan

2019/2020 House Numbering - Electoral Area 'E'/West Boundary Work Plan

Donna Dean reviewed the 2019/2020 Planning and Development Work plans. She spoke about staff changes, the status of current projects and proposed 2019 projects.

There was discussion about possibly hiring a consultant to review of the Board of Variance bylaw and also for the production of application guidelines for public. It was suggested that the cost for contracting out these 2 items be considered in the budget for 2019. Also discussed was bylaw enforcement and the possibility of creating a new Bylaw Enforcement Officer position upon the budget being approved.

Moved: Director McGregor

Seconded: Director Russell

That the Planning and Development Department Work Plans including the 2019-2020 Planning and Development Work Plan, the 2019-2020 House Numbering Electoral Areas A & C Work Plan, the 2019-2020 House Numbering Electoral Area B Work Plan, the 2019-2020 House Numbering Electoral Area D Work Plan, and the 2019-2020 House Numbering Electoral Area E Work Plan be received.

Carried.

Environmental Services Department

RE: Work Plans

2019 Noxious Weed Control Specified Area 'A' - Columbia Gardens

2019 Noxious Weed Control - Area 'D' & 'E'

2019 Noxious Weed Control - Christina Lake Milfoil

2019 Mosquito Control - Christina Lake

Janine Dougall, General Manager of Environmental Services, reviewed these items with the Committee Members. There was discussion regarding the enforcement of invasive weed control and how a bylaw enforcement officer's role could help with this. Also discussed were Christina Lake Milfoil, mosquito control, and goat trials for weed control.

Moved: Director McGregor

Seconded: Director Gee

That the Environmental Services Department Work Plans including the 2019 Noxious Weed Control Specified Area 'A' - Columbia Gardens, 2019 Noxious Weed Control - Area

'D' & 'E', 2019 Noxious Weed Control - Christina Lake Milfoil and 2019 Mosquito Control
- Christina Lake be received.

Carried.

Revitalization of the ALR and the ALC

(Director Gee discussion)

Director Gee commented on the interim Committee Report to the Minister of Agriculture by the BC Minister of Agriculture's Advisory Committee for Revitalizing the Agricultural Land Reserve and the Agricultural Land Commission. The report expressed concern with consistent decision making and the lack of input from local panels.

Board Costing Allocation

RE: Communications Officer position

(Director Grieve discussion)

Director Grieve shared her concern about the portion of funds from the Rural Directors budget that is allocated for this position. There was general discussion regarding the job description and duties of this position, as well as a possible workplan.

Gas Tax Update

Moved: Director McGregor

Seconded: Director Russell

That the Gas Tax update be received.

Carried.

Grant in Aid Update

Moved: Director McGregor

Seconded: Director Russell

That the Grant in Aid update be received.

Carried.

LATE (EMERGENT) ITEMS

APC meetings public access

Director Gee described how a member of the public expressed interest in having access to reports discussed at APC meetings. The Committee members discussed the benefits of broad representation on APC's. Also mentioned was the possibility of having the APC agendas uploaded onto the RDKB website.

DISCUSSION OF ITEMS FOR FUTURE AGENDAS

Not required.

CLOSED (IN CAMERA) SESSION

Not required.

ADJOURNMENT

There being no further business to discuss, Chair Worley adjourned the meeting at 5:55 p.m.



**LWMP Stage 3 Steering Committee
Minutes
Thursday, November 1, 2018
RDKB Boardroom, Trail BC**

Committee members present:

Director M. Martin, Chair
Director L. Worley
Director D. Langman
Director L. McLellan

Staff and others present:

G. Denkovski, Manager of Infrastructure and Sustainability
M. Forster, Executive Assistant/Recording Secretary
J. Dougall, General Manager of Environmental Services
G. Wiebe, Engineering and Safety Coordinator
A. Bennett, WSP (OPUS) – by teleconference
R. Ward, WSP (OPUS)

CALL TO ORDER

The Chair called the meeting to order at 12:05 pm.

ACCEPTANCE OF AGENDA (ADDITIONS/DELETIONS)

The agenda for the November 1, 2018 LWMP Stage 3 Steering Committee meeting was presented.

Moved: Director Worley Seconded: Director Langman

That the agenda for the November 1, 2018 LWMP Stage 3 Steering Committee meeting be adopted as presented.

Carried

ADOPTION OF MINUTES

The minutes for the LWMP Stage 3 Steering Committee October 3, 2018 were presented. Staff attendance will be added and revisions will be made to the CPCC Upgrade Detailed Design Update section by deleting the reference made to Class A estimates.

Moved: Director Langman Seconded: Director McLellan

That the minutes of the LWMP Stage 3 Steering Committee October 3, 2018 meeting be adopted as amended.

Carried

UNFINISHED BUSINESS

G. Denkovski

CPCC Upgrade 60% Design Review Meeting Minutes October 4, 2018 Meeting minutes from the October 4, 2018 60% design review meeting with Staff.

Moved: Director Worley Seconded: Director Langman

That the minutes from the Staff October 4, 2018 60% design review meeting be received.

Carried

NEW BUSINESS

G. Denkovski

CPCC Upgrade Detailed Design Update

The WSP Progress Update, Progress Memo, Progress summary reports and Schedule regarding the CPCC upgrade detailed design was presented.

Moved: Director Worley Seconded: Director Langman

The WSP Progress Update, Progress Memo, Progress summary reports and Schedule regarding the CPCC upgrade detailed design be received.

Carried

DISCUSSION OF ITEMS FOR FUTURE AGENDAS

A discussion of items for future meetings was not required.

CLOSED (IN CAMERA) SESSION

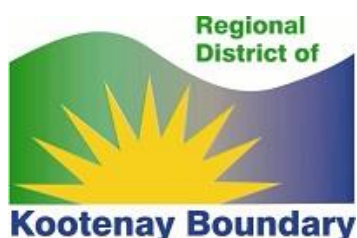
Moved: Director McLellan Seconded: Director Langman

That the LWMP Stage 3 Steering Committee convene to a closed (in camera) session pursuant to Section 90 (1) (k) of the Community Charter at 12:41 pm.

Carried

ADJOURNMENT

There being no further business, the LWMP Stage 3 Steering Committee was adjourned at 1:00 pm.



STAFF REPORT

Date: 12 Dec 2018
To: Chair Russell and Members of the RDKB Board of Directors
From: Goran Denkovski, Manager of Infrastructure and Sustainability
Re: 2018 East End Sanitary Sewer Disposition of Infrastructure Assets

File ES - Utilities

Issue Introduction

A Staff report from Goran Denkovski, Manager of Infrastructure and Sustainability regarding the 2018 Disposition of East End Sanitary Sewer Infrastructure Assets is presented.

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 Regional Sanitary Sewer Utility Service.

The agreement required the RDKB to:

1. Apportion the Cost of the Service relating to capital upgrades, replacements, operation and maintenance of portions of the infrastructure for the Service that convey sewage generated by only one of the Participants (the "Sole Benefit Cost of the Service") to that Participant;
2. Apportion the Cost of the Service relating to capital upgrades, replacements, operation and maintenance of portions of the infrastructure for the Service that convey sewage generated by two but not the third of the Participants (the "Dual Benefit Cost of the Service") between the two benefiting Participants on the basis of the relative volume of sewage that each of the two benefiting Participants puts into the Service; and,
3. Apportion the remaining Cost of the Service (the "Regional Benefit Cost of the Service") between the Participants on the basis of the relative volume of sewage that each of the Participants puts into the Service.

As of October 2015 the RDKB has fulfilled these obligations.

The service participants have requested to acquire the sole benefiting assets form the East End Regional Sanitary Sewer Utility Service. As such, an agreement will have to be signed, elector approval will be required for the disposition in accordance with the Local Government Act as well as an amendment to the RDKB's service bylaw.

That RDKB East End Regional Sanitary Sewer Sewer Utility Assets that are sole benefiting would be divested to the City of Trail and the City of Rossland. The RDKB requires electoral approval from the participants.

The RDKB held a referendum during the October 2018 General Local Elections.

The East End Regional Sanitary Sewer Service is managed and delivered by the RDKB, there are not any Electoral Areas participating in the service. Therefore, the referendum voting only took place in the service participating jurisdictions of the Cities of Trail and Rossland and the Village of Warfield alongside of their municipal Mayor and Council elections. Each community ran the referendum according to their municipal Elections and Other Voting Bylaws.

Ballot Questions:

Do you assent to the Regional District of Kootenay Boundary disposing of those portions of the sewer service infrastructure that are located within the City of Trail to the City of Trail?

And

Do you assent to the Regional District of Kootenay Boundary disposing of those portions of the sewer service infrastructure that are located within the City of Rossland and that portion of the sewer service infrastructure located between the boundary of the City of Rossland and the boundary of the Village of Warfield, to the City of Rossland?

Voting Opportunities: All three member municipalities held advance voting opportunities on October 10th and October 17th, 2018 and regular voting took place on Saturday, October 20, 2018.

Location of Polls: City of Trail: Trail Aquatic and Leisure Centre (advance voting) and Cominco Gymnasium, Trail Memorial Centre (General Voting Day).

Village of Warfield: All voting opportunities were held at the Warfield Village Office.

City of Rossland: Rossland City Hall (advance voting) and Rossland Miners' Union Hall (General Voting Day)

Voter Turnout:

City of Trail: 39%

City of Rossland: 42%

Village of Warfield: 47%

Results: The vote was an overall collective count. The Referendum passed with 3,122 votes in favour of the Trail question (739 votes against) and 2,926 overall votes in favour of the Rossland question (788 votes against). The Declaration of Official Assent Voting Results is attached to this report. The estimated number of eligible voters was not available at the time this report was drafted, but will be reported by the Chief Election Officers for the individual municipalities.

Implications

The East End Regional Sanitary Sewer Utility Service budget 700-101 City of Trail Sole Benefiting and budget 700-102 City of Rossland Sole Benefiting services would be adjusted to reflect the disposing of the assets and the 700 service establishment bylaw would be amended.

Advancement of Strategic Planning Goals

N/A

Background Information Provided

1. Declaration of Official Results - RDKB Boundary Watershed Referendum
2. City of Trail Sewer Infrastructure Asset Purchase Agreement
3. City of Rossland Sewer Infrastructure Asset Purchase Agreement

Alternatives

1. That the Regional District of Kootenay Boundary Board of Directors direct Staff to execute the Sewer Infrastructure Asset Purchase Agreement with the City of Trail and the City of Rossland. Further, that the Board direct Staff to transfer any right of ways associated with the purchase agreement. And further that the Board direct Staff to amend the East End Regional Sanitary Sewer Service Establishment Bylaw 1549 to reflect the asset disposition.
2. That the Regional District of Kootenay Boundary Board of Directors not receive the report.

Recommendation(s)

That the Regional District of Kootenay Boundary Board of Directors direct Staff to execute the Sewer Infrastructure Asset Purchase Agreement with the City of Trail

and the City of Rossland. Further, that the Board direct Staff to transfer any right of ways associated with the purchase agreement. And further that the Board direct Staff to amend the East End Regional Sanitary Sewer Service Establishment Bylaw 1549 to reflect the asset disposition.



Form No. 10-7-LGA s.144

DECLARATION OF OFFICIAL ASSENT VOTING RESULTS**East End Regional Sanitary Sewer Service-Disposition of Infrastructure Assets**

City of Trail, Village of Warfield, City of Rossland

2018 General Local Elections and Referenda

	YES	NO
City of Trail Trail Question	1,702	381
City of Trail Rossland Question	1,602	375
Village of Warfield Trail Question	470	142
Village of Warfield Rossland Question	435	175
City of Rossland Trail Question	950	216
City of Rossland Rossland Question	925	238
Overall Sub Total	6,084	1,527
Total for the Trail Question	3,122	739
Total for the Rossland Question	2,926	788
Both Trail & Rossland Overall Total of Yes & No Votes	6,048	1,527
TOTAL NUMBER OF VALID VOTES CAST (e.g. without spoiled ballots)	7,575	

A handwritten signature in black ink, appearing to read "Theresa Lenardon".

 Theresa Lenardon, Chief Election Officer &
Regional Referenda Voting Officer

October 22, 2018

SEWER INFRASTRUCTURE ASSET PURCHASE AGREEMENT

THIS AGREEMENT is dated for reference the 1st day of Noveber, 2018,

BETWEEN:

The Regional District of Kootenay Boundary, a municipal corporation having its offices at 202 – 843 Rossland Avenue, Trail, B.C., V1R 4S8
(the “**RDKB**”)

AND:

City of Rossland, a municipal corporation having its offices at 1899 Columbia Avenue, Rossland, BC V0G 1Y0
(the “**City**”)

WHEREAS:

- A. All capitalized terms in these Recitals have the meaning given to them in Section 1.1 of this Agreement.
- B. Pursuant to the East End Regional Sanitary Sewer Service Establishment Bylaw No. 1549, 2014, the collection, conveyance, treatment and disposal of sewage was established as a service (the “**Service**”) of the RDKB with the participating member municipalities of The Corporation of the City of Rossland, the City of Trail and The Corporation of the Village of Warfield.
- C. The RDKB owns and operates all necessary components, apparatus and equipment for the provision of the Service, including receiving drains, trunk sewers, pipes, mains, meters, interceptors, lift stations, manholes, pumping stations, storm overflows, screening chambers, and all other components of sewage disposal and treatment facilities and buildings (the “**Service Infrastructure**”).
- D. The RDKB has agreed to sell, and the City has agreed to purchase certain portions of the Service Infrastructure on the terms and subject to the conditions provided in this Agreement.
- E. The City has agreed that the Assets will form part of the City’s sanitary sewer service and that the sewer service including the Assets will continue to operate for a minimum period of five (5) years.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants, agreements, representations, warranties and payments contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree with each other as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement unless something in the subject matter or context is inconsistent therewith, the capitalized terms herein will have the meanings set out below:

- (a) “**Assets**” has the meaning given in Section 3.1 of this Agreement;
- (b) “**Governmental Authorities**” means any government, regulatory authority, governmental department, bureau, agency, commission, board, tribunal, crown corporation, licensing body, court, judicial body, arbitral body or other law, rule or regulation-making entity having jurisdiction over municipal services provided by the City relating to the collection, conveyance, treatment and disposal of sewage, including environmental matters relating thereto;

- (c) “**Service**” has the meaning given in Recital B of this Agreement;
- (d) “**Service Infrastructure**” has the meaning given in Recital C of this Agreement; and
- (e) “**Statutory Rights of Way**” means those statutory rights of way more particularly described in Schedule D to this Agreement;
- (f) “**Time of Closing**” has the meaning given in Section 11.1 of this Agreement.

1.2 Headings

The division of this Agreement into articles and sections and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

1.3 Currency

All transactions referred to in this Agreement will be made in lawful currency of Canada.

1.4 Singular, Plural, Gender and Person

Wherever in this Agreement the context so requires the singular number shall include the plural number and vice versa and any gender used shall be deemed to include the feminine, masculine or neuter gender.

1.5 Statutes

Each reference to a statute is deemed to be reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time.

1.6 Use of the word “including”

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.

1.7 Schedules

The following attached schedules are incorporated in this Agreement and are deemed to be part of this Agreement:

Schedule A	-	Description of Assets
Schedule B	-	Infrastructure Map showing location of Assets
Schedule C	-	Schedule of GST Election
Schedule D	-	Statutory Rights of Way

2. CONDITION PRECEDENT

This Agreement and the obligations of the RDKB and of the City hereunder shall be subject to receipt by the RDKB of the approval of the electors in accordance with Section 288 of the *Local Government Act*, authorizing the Chair of the Board and the Chief Administrative Officer of the RDKB to enter into this Agreement on behalf of the RDKB.

3. PURCHASE AND SALE OF ASSETS

3.1 Description of Assets

Upon the terms and subject to the conditions of this Agreement, the RDKB agrees to sell, assign and transfer to the City, and the City agrees to purchase from the RDKB, those portions of the Service Infrastructure that convey sewage generated by only the City, as more specifically described in Schedule A to this Agreement and shown highlighted in the Infrastructure Map attached as Schedule B to this Agreement (all of which collectively are the “**Assets**”).

4. PURCHASE PRICE

4.1 Purchase Price

The purchase price payable by the City to the RDKB for the Assets will be \$1.00 (the “**Purchase Price**”) exclusive of any taxes, fees or charges payable upon and in connection with the sale and transfer of the Assets, the receipt and sufficiency of which the RDKB hereby acknowledges.

5. RDKB REPRESENTATIONS AND WARRANTIES

The RDKB represents and warrants to the City as follows, with the intent that the City will rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement.

5.1 Capacity to sell

The RDKB is a British Columbia local government with, subject to section 2, the power and capacity to dispose of the Assets and to enter into this Agreement and carry out its terms to their full extent.

5.2 Authority to sell

Subject to section 2 of this Agreement, the execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the RDKB, and this Agreement constitutes a legal, valid and binding obligation of the RDKB enforceable against the RDKB in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors.

5.3 Sale will not cause default

Neither the execution and the delivery of this Agreement, nor the completion of the purchase and sale contemplated by this Agreement, will:

- (a) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which any of the RDKB or the Assets are subject; or
- (b) give any person the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which RDKB is a party or by which it is bound or to which any of the Assets are subject.

5.4 Title

The RDKB owns and possesses and has a good marketable title to the Assets free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances and other claims. Other than as expressly set forth herein, the Assets are being sold “as-is” “where-is” with no representations or warranties of any kind.

5.5 Litigation

There is no litigation or administrative or governmental proceeding or inquiry pending, or to the knowledge of the RDKB, threatened against or relating to the Assets, nor does the RDKB know of any reasonable basis for any such action, proceeding or inquiry.

5.6 Canadian Resident

The RDKB is not a non-resident of Canada within the meaning of the *Income Tax Act*.

5.7 Brokers' Fees

The RDKB has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the City could become liable or obligated or for which a lien or encumbrance could be placed on the Assets.

5.8 Disclosure

The representations and warranties contained in this Section 5 do not contain any untrue statement of a fact or omit to state any fact necessary in order to make the statements contained in this Section 5 not misleading.

6. CITY REPRESENTATIONS AND WARRANTIES

The City represents and warrants to the RDKB as follows, with the intent that the RDKB will rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement.

6.1 Capacity to purchase

The City is a British Columbia local government with the power and capacity to acquire and own the Assets and to enter into this Agreement and carry out its terms to their full extent.

6.2 Authority to purchase

The execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the City, and this Agreement constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors.

6.3 Consent

No approval, consent, waiver, or authorization of or filing or registration with any Governmental Authority or third party is required for the execution, delivery, or performance by the City of the purchase and sale contemplated by this Agreement.

6.4 Continuation of Service

The City will utilize the Assets as part of the City's sanitary sewer service and agrees with the RDKB, pursuant to section 288 of the *Local Government Act*, that the sewer service, including the Assets, will continue to be operated by the City for a minimum of five (5) years following the execution date of this Agreement.

6.5 Litigation

There is no litigation or administrative or governmental proceeding or inquiry pending, or to the knowledge of the City, threatened against or relating to the City, nor does the City know of any reasonable basis for any such action, proceeding or inquiry, that would, if determined adversely to the City limit, restrict or prevent completion of the purchase and sale contemplated by this Agreement.

6.6 Brokers' Fees

The City has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the RDKB could become liable or obligated.

6.7 Disclosure

The representations and warranties contained in this Section 6 do not contain any untrue statement of a fact or omit to state any fact necessary in order to make the statements contained in this Section 6 not misleading.

7. RDKB COVENANTS

7.1 Use of Assets

Until the Time of Closing, the RDKB shall only use the Assets only in the ordinary course of providing the Service and will use its usual efforts to preserve and maintain the Assets in their current state.

7.2 Insurance

From the date of this Agreement until the Time of Closing, the RDKB shall maintain in full force and effect its usual policies of insurance, if any, in respect of the Assets.

7.3 Procure Consents

The RDKB shall diligently take all reasonable steps required to obtain, before the Time of Closing, all consents to the assignments of the Statutory Rights of Way for which a consent is required, subject to section 13.3 of this Agreement.

8. CITY COVENANTS

8.1 Taxes

The City will be liable for and shall pay all provincial sales taxes and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Assets by the RDKB to the City. At closing, each of the City and the RDKB shall make the elections provided for by s. 167 of the *Excise Tax Act* in the forms attached as the Schedule of GST Election.

8.2 Consents

The City shall at the request of the RDKB execute and deliver such applications for consent and such assignment agreements, and provide such information as may be necessary to obtain the consents and assignments referred to in section 7.3 and will assist and co-operate with the RDKB in obtaining the consents and assignments.

9. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 RDKB's Representations, Warranties and Covenants

All representations, warranties, covenants and agreements made by the RDKB in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf of the City, subject to section 9.2, and shall continue in full force and effect for the benefit of the City.

9.2 Limitation on RDKB's Indemnity

No claim by the City under the covenant of indemnity contained in section 14.1 or for damages or other relief in respect of misrepresentation or breach of warranty, covenant or agreement by the RDKB under this Agreement will be valid unless:

- (a) written notice of the claim is given by the City to the RDKB before the expiration of 30 months after the Time of Closing; and
- (b) the aggregate amount of all such claims exceeds \$10,000.

9.3 City's Representations, Warranties and Covenants

All representations, warranties, covenants and agreements made by the City in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf of the RDKB, and shall continue in full force and effect for the benefit of the RDKB.

9.4 Limitation on City's Indemnity

No claim by the RDKB under the covenant of indemnity contained in section 14.2 or for damages or other relief in respect of misrepresentation or breach of warranty, covenant or agreement by the City under this Agreement will be valid unless:

- (a) written notice of the claim is given by the RDKB to the City before the expiration of 30 months after the Time of Closing; and
- (b) the aggregate amount of all such claims exceeds \$10,000.

10. CONDITIONS PRECEDENT

10.1 Conditions Precedent to the Obligations of the City

All obligations of the City under this Agreement are subject to the fulfillment at or before the Time of Closing of the following conditions:

- (a) The RDKB's representations and warranties contained in this Agreement and in any certificate or document delivered under this Agreement or in connection with the transactions contemplated by this Agreement will be true at and as of the Time of Closing as if such representations and warranties were made at and as of such time; and
- (b) Subject to section 13.3, the RDKB will have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it before or at the Time of Closing.

The foregoing conditions are for the exclusive benefit of the City and any such condition may be waived in whole or in part by the City at or before the Time of Closing by delivering to the RDKB a written waiver to that effect signed by the City.

10.2 Conditions Precedent to the Obligations of the RDKB

All obligations of the RDKB under this Agreement are subject to the fulfillment, before or at the Time of Closing, of the following conditions:

- (a) The City's representations and warranties contained in this Agreement will be true at and as of the Time of Closing as though such representations and warranties were made as of such time; and
- (b) The City will have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it at or before the Time of Closing.

Each of the foregoing conditions is for the exclusive benefit of the RDKB and, with the exception of section 2, any such condition may be waived in whole or part by the RDKB at or before the Time of Closing by delivering to the City a written waiver to that effect signed by the RDKB.

11. CLOSING

11.1 Time of Closing

Subject to the terms and conditions of this Agreement, the purchase and sale of the Assets will be completed at 3:00 p.m., local time in Trail, B.C., on the later of the 15th business day following the date upon which the RDKB will have received elector approval referred to in section 2 or at such other time and date agreed upon in writing between the parties (the "Time of Closing").

11.2 Documents to be Delivered by the RDKB

At the Time of Closing, the RDKB will deliver or cause to be delivered to the City:

- (a) any deeds of conveyance, bills of sale, transfers and assignments, in form and content satisfactory to the City's counsel, appropriate to effectively vest a good and marketable title to the Assets in the City to the extent contemplated by this Agreement, and immediately registrable in all places where registration of such instruments is required;
- (b) all consents or approvals obtained by the RDKB, if any, for the purpose of validly assigning all or some of the Statutory Rights of Way;
- (c) the elections under s. 167 of the *Excise Tax Act* in the form attached as the Schedule C of GST Election; and
- (d) copies of those resolutions of the RDKB required to be passed to authorize the execution, delivery and implementation of this Agreement and of all documents to be delivered by the RDKB under this Agreement.

11.3 Documents to be Delivered by the City

Prior to the Time of Closing, the City will deliver or cause to be delivered to RDKB:

- (a) the elections under s. 167 of the *Excise Tax Act* in the form attached as the Schedule C of GST Election; and
- (b) A certified cheque or banker's draft payable to the RDKB for the full amount of the Purchase Price.

12. RISK

12.1 Risk of Loss

From the date of this Agreement to the Time of Closing, the Assets will be and remain at the risk of the RDKB. If any of the Assets are lost, damaged or destroyed before the Time of Closing, the City may, in lieu of not completing this Agreement under section 10.1, elect by notice in writing to the RDKB to complete the purchase to the extent possible without reduction of the Purchase Price, in which event all proceeds of any insurance or compensation in respect of such loss, damage or destruction will be payable to the City and all right and claim of the RDKB to any such amounts not paid by the Time of Closing will be assigned to the City.

12.2 No Liability

The City agrees that notwithstanding anything herein or any duty, principle, term or rule of law to the contrary, whether express or implied, the RDKB shall not be liable to the City for any loss or damage of any nature whatsoever, including any special, incidental, direct, indirect or consequential damages, related to or arising from the transfer of ownership of the Assets from the RDKB to the City, and the City's use, operation or maintenance of the Assets after the Time of Closing.

13. POST-CLOSING COVENANTS

13.1 Further action

If at any time after the Time of Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as any other party may reasonably request, at the sole cost and expense of the requesting party (unless the requesting party is entitled to indemnification therefore under Section 14 below). Without limiting the foregoing, RDKB shall from time to time at the request of the City and without further consideration, execute and deliver such instruments of transfer, conveyance, and assignment in addition to those delivered hereunder, and will take such other actions as City may request from time to time, to more effectively transfer, convey, and assign to and vest in City, and to put City in possession of, all or any portion of the Assets, subject to section 13.3 of this Agreement.

13.2 Maintenance and Operation Covenant of City

The City agrees to:

- (a) use, operate and maintain the Assets in accordance with prudent practices applicable to municipal sewage services; and
- (b) apply for, obtain and maintain in full force and effect all necessary authorizations, permits, licences and approvals from Governmental Authorities relating to the City's collection, conveyance, treatment and disposal of sewage services that utilize the Assets,

for the purpose of ensuring that the use, operation and maintenance of the Assets or any other infrastructure used for the provision of sewage services by the City will not cause any damage to the RDKB's Service Infrastructure, failing which the RDKB will be entitled to make good any damage at the City's sole cost and expense, and the City will pay to the RDKB all costs incurred by the RDKB, including RDKB staff costs, within 30 days of receipt of the RDKB's invoice.

13.3 Access by City

Notwithstanding any other provision in this Agreement, if the RDKB is not able to obtain assignment of all or some of the Statutory Rights of Way to the City on or before the Time of Closing, the City acknowledges and agrees that it will obtain at its sole cost all easements, statutory rights of way, permits, licences, covenants, consents, approvals, confirmations, agreements or other such instruments, permitting the future use, right of access to and ability to operate and maintain the Assets, that are necessary in addition to this Agreement.

14. INDEMNITIES

14.1 RDKB's Indemnity

The RDKB will indemnify and hold harmless the City from any and all manner of claims, demands, losses, costs, expenses, penalties, damages, actions, suits or fines ((including all amounts paid in settlement, all interest and penalties and all legal and other professional fees and disbursements on a solicitor and his own client basis), suffered or incurred, directly or indirectly by the City, including those relating to death, personal injury or property damage, and including proceedings which may be brought or asserted against the City, which are based upon, arise out of, related to, occasioned by, or attributed to any breach of the obligations, covenants, warranties or representations of this Agreement by the RDKB.

14.2 City's Indemnity

The City will indemnify and hold harmless the RDKB from any and all manner of claims, demands, losses, costs, expenses, penalties, damages, actions, suits or fines ((including all amounts paid in settlement, all interest and penalties and all legal and other professional fees and disbursements on a solicitor and his own client basis), suffered or incurred, directly or indirectly by the RDKB, including those relating to death, personal injury or property damage, and including proceedings which may be brought or asserted against the RDKB, which are based upon, arise out of, related to, occasioned by, or attributed to, (i) any actions or omissions of the City or any of its contractors, sub-contractors, representatives, agents, affiliates, directors, members, officials, employees or advisors, arising from or in relation to the ownership, use, operation or maintenance of the Assets on and after the Time of Closing; or (ii) any breach of the obligations, covenants, warranties or representations of this Agreement by the City.

14.3 Survival

The provisions of this indemnity clause will survive termination of this Agreement.

15. TERMINATION

15.1 City's Termination Generally

The City may terminate this Agreement by giving written notice to the RDKB at any time prior to the Time of Closing if:

- (a) the RDKB has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the City has provided the RDKB with three (3) business days

written notice of the such breach and the RDKB has not cured such stated breach within the notice period; or

- (b) if the Time of Closing shall not have occurred on or before January 01, 2019 by reason of the failure of any condition precedent under Section 2 or Section 10 (unless the failure results primarily from the City itself breaching any representation, warranty, or covenant contained in this Agreement).

15.2 RDKB's Termination Generally

The RDKB may terminate this Agreement by giving written notice to the City at any time prior to the Time of Closing if

- (a) the City has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the RDKB has provided the City with three (3) business written notice of the such breach and the City has not cured such stated breach within the notice period; or
- (b) if the Time of Closing shall not have occurred on or before January 01, 2019 by reason of the failure of any condition precedent under Section 2 or Section 10 (unless the failure results primarily from the RDKB itself breaching any representation, warranty, or covenant contained in this Agreement).

15.3 Effect of Termination

If a party terminates this Agreement pursuant to this section 15 above, all rights and obligations of the parties hereunder shall terminate without any liability of any party to the other party, except for any liability of a party then in breach.

16. NOTICES

16.1 Notices

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested) to the party to which it is to be given as follows:

- (a) If to the RDKB:
Regional District of Kootenay Boundary
Attention: Mark Andison, Chief Administrative Officer
202 – 843 Rossland Avenue, Trail, B.C., V1R 4S8
Fax: 250.368.3990
E-mail: mandison@rdkb.com
- (b) If to the City:
City of Rossland
Attention: Bryan Teasdale, Chief Administrative Officer
1899 Columbia Avenue, Rossland, BC V0G 1Y0
Fax: 250.362.5451
E-mail: cao@rossland.ca

or at such other address as the party to whom the notice is sent may specify by notice given in accordance with the provisions of this section. 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.

17. GENERAL

17.1 Dispute Resolution

If there is any dispute regarding the interpretation, performance or an alleged breach of this Agreement, any party may give written notice of dispute to the other party and the parties will meet within three (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 all parties. If the parties cannot resolve the dispute within seven (7) business days after they first meet, or if the parties fail to meet within seven (7) business days of the first request for a meeting, then with the consent of all parties the matter may be referred to a single arbitrator for final determination, and if all parties do not so consent, then any party may commence litigation to have the dispute settled.

17.2 Force Majeure

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 steps to minimize the effect of such delay the party delayed will be relieved 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.

17.3 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

17.4 Further Assurances

Each party hereto shall and will, at all times, and from time to time hereafter, upon reasonable request of the other party hereto, make, do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

17.5 Remedies Cumulative

The rights and remedies of the RDKB under this Agreement will not be exclusive and are in addition to any other rights and remedies provided by law or equity.

17.6 Amendment

No amendment of this Agreement will be binding unless made in writing and executed by all parties hereto with the same formality as this Agreement has been executed.

17.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.

17.8 Governing Law

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.

17.9 Attornment

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.

17.10 Independent Legal Advice

The City confirms they have had an opportunity to obtain independent legal advice in entering into this Agreement.

17.11 No Contra Preferentum

The language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for nor strictly against any of the parties hereto.

17.12 Severability

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.

17.13 Time of Essence

Time shall be of the essence of this Agreement.

17.14 No derogation.

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 either the RDKB or the City 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.

17.15 Counterparts

This Agreement may be executed by the parties in counterparts and may be executed and delivered by e-mail or fax and all such counterparts and e-mails and faxes together constitute one and the same agreement.

17.16 Survival

All obligations of each of the parties which expressly or by their nature survive termination or expiration of this Agreement, will continue in full force and effect subsequent to and notwithstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

17.17 Assignment

This Agreement will only be assignable with the prior written consent of all parties to the terms of such assignment.

IN WITNESS WHEREOF this Agreement has been executed and delivered by the parties as of the day and year first above written.

[Signature Page to Follow]

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

CITY OF ROSSLAND

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

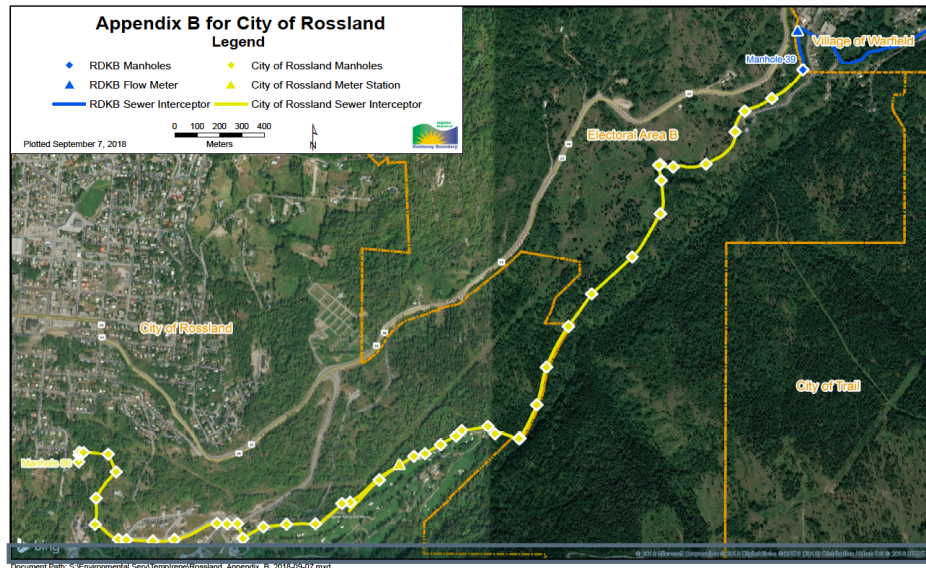
SCHEDULE A**Description of the Assets****Interceptor between Manhole 39 to 86**

Asset Descriptions taken from Dayton & Knight LTD Consulting Engineers Drawing No 64.3.1 Issue B (1973) and from Kerr Wood Leidal Associates LTD Consulting Engineers Drawing No. 71-020 (1994)

Asset Description
Sewer Main 5,383 m in Length from Manhole 86 up to but not including Manhole 39
Manhole 40
Manhole 41
Manhole 42
Manhole 43
Manhole 44
Manhole 45
Manhole 46
Manhole 47
Manhole 48
Manhole 49
Manhole 50
Manhole 51
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Manhole 83
Manhole 84
Manhole 85
Manhole 86
Old Rossland Metering Station
All other associated assets associated with this portion of the sewer interceptor

SCHEDULE B
Infrastructure Map



SCHEDULE C

Schedule of GST Election

 Canada Revenue Agency / Agence du revenu du Canada

Protected B
when completed

Election Concerning the Acquisition of a Business or Part of a Business

Use this form if you are a recipient acquiring a business and you want to jointly elect with the supplier so that GST/HST does not apply to the supply of the business.

You may also be eligible if you are acquiring part of a business. For more information, see the back of this form.

Notes
Do not use this form if you are a recipient that is a selected listed financial institution (SLFI) for Quebec Sales Tax (QST) purposes. Instead use Form RC7244, Elections Concerning the Acquisition of a Business or Part of a Business by a Recipient that is a Selected Listed Financial Institution for QST Purposes. For more information, including the definition of an SLFI for GST/HST and QST purposes, go to canada.ca/gst-hst-financial-institutions.

If the supplier is a GST/HST registrant and the recipient is not a registrant, this election cannot be made.

Part A – Identification (recipient)			
Name		Business number	
		R T	
Trading name (if different from name)		Type of business	
Contact Person	Telephone number	Extension	
Part B – Identification (supplier)			
Name		Business number	
		R T	
Trading name (if different from name)		Type of business	
Contact Person	Telephone number	Extension	
Part C – Election			
See page 2 of this form for the eligibility requirements and exclusions that apply to this election.			
Enter the date the property was acquired by the recipient:			
<div style="display: flex; justify-content: space-around;"> Year Month Day </div>			
Description of property acquired (if you need more space, attach a separate sheet of paper):			
<input type="checkbox"/> We, the supplier and recipient of a business or part of a business, jointly elect under subsection 167(1) of the Excise Tax Act to have the supply of the business or part of the business not subject to GST/HST .			
Enter the recipient's GST/HST reporting period in which the acquisition occurred:			
<div style="display: flex; justify-content: space-around;"> From Year Month Day to Year Month Day </div>			
Part D – Certification (recipient)			
I, _____, (print name) certify that the information given on this form and in any attached documents with respect to the person identified in Part A is, to the best of my knowledge, true, correct, and complete in every respect, and that I am the recipient or that I am authorized to sign on behalf of the recipient.			
Signature of recipient or authorized person		Title	
		Year Month Day	
Part E – Certification (supplier)			
I, _____, (print name) certify that the information given on this form and in any attached documents with respect to the person identified in Part B is, to the best of my knowledge, true, correct, and complete in every respect, and that I am the supplier or that I am authorized to sign on behalf of the supplier.			
Signature of supplier or authorized person		Title	
		Year Month Day	

Personal information is collected under the Excise Tax Act to administer tax, rebates, and elections. It may also be used for any purpose related to the enforcement of the Act such as audit, compliance and collection activities. It may be shared or verified with other federal, provincial, territorial or foreign government institutions to the extent authorized by law. Failure to provide this information may result in interest payable, penalties or other actions. Under the Privacy Act, individuals have the right to: access their personal information; request corrections; or, file a complaint to the Privacy Commissioner of Canada regarding the handling of the individual's personal information. Refer to Personal Information Bank CRA PPU 241 on Info Source at canada.ca/cra-info-source.

GST44 E (18)

(Ce formulaire est disponible en français.)



Statutory Rights of Way

- RIGHT OF WAY PLAN THROUGH
PART OF PARCELS 47 AND 50
OF SECTION 26, TOWNSHIP 9A,
PLAN X-62, KOOTENAY DISTRICT.
- Scale-1 inch=100 feet
- PLAN NO. 9145
- Created in the Land Registry
Office on August 22, 1994
By of
Cheryl L. L. L.
Registrar
- LEGEND
- Shaded area represents land from
the 1994 Census of Agriculture. This should
not be used for other purposes.
a-1/2 acre and smaller parcels
a-1/2 acre and smaller parcels
a-1/2 acre and smaller parcels
- | BOOK OF REFERENCE | | | |
|--------------------------|------|-------------------------------|-----------|
| District Lot or Township | Plan | Section and Block | Area |
| T.P. 9A | 47 | Section 26, Plan 5742 | 0.047 Ac. |
| | | Parcel of 1/2 Acre, Plan 5742 | 0.047 Ac. |
| | 50 | Section 26, Plan 5742 | 0.047 Ac. |
| M.C. 1514 | | Lot 1514 | 0.047 Ac. |
| M.C. 1514 | | Lot 1514 | 0.047 Ac. |
- The map shows a section of land in Kootenay District, specifically Section 26, Township 9A, Plan X-62. The map includes a legend, a scale bar, and a north arrow. The map is titled "RIGHT OF WAY PLAN THROUGH PART OF PARCELS 47 AND 50 OF SECTION 26, TOWNSHIP 9A, PLAN X-62, KOOTENAY DISTRICT." and "Scale-1 inch=100 feet".

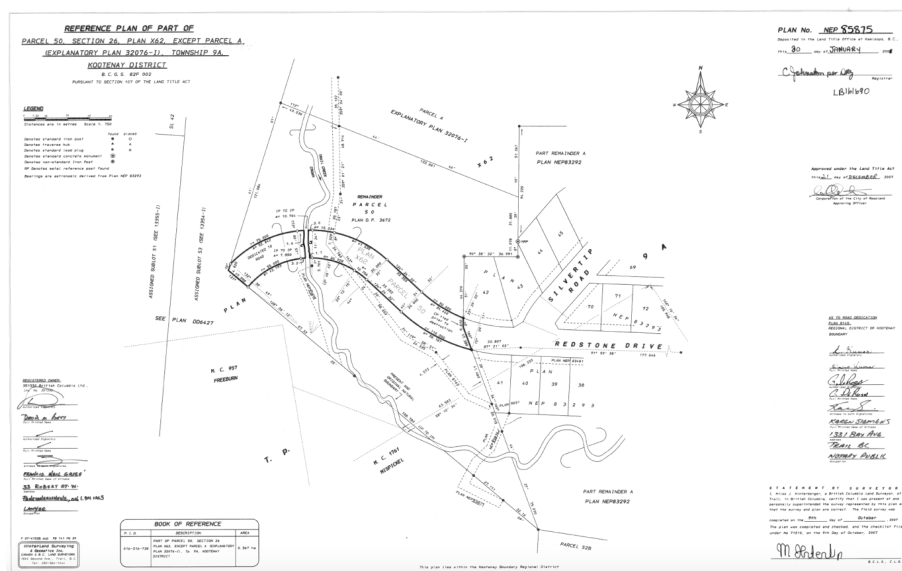
The map shows various parcels, including Parcel 60, Parcel 47, Parcel 50, Parcel 53, Parcel 52A, and Parcel 52B. It also shows the Kootenay Boundary and Regional District. The map includes a legend, a scale bar, and a north arrow.

The legend indicates that shaded areas represent land from the 1994 Census of Agriculture. The map also shows the Kootenay Boundary and Regional District.

The map is titled "RIGHT OF WAY PLAN THROUGH PART OF PARCELS 47 AND 50 OF SECTION 26, TOWNSHIP 9A, PLAN X-62, KOOTENAY DISTRICT." and "Scale-1 inch=100 feet".

Statutory Rights of Way

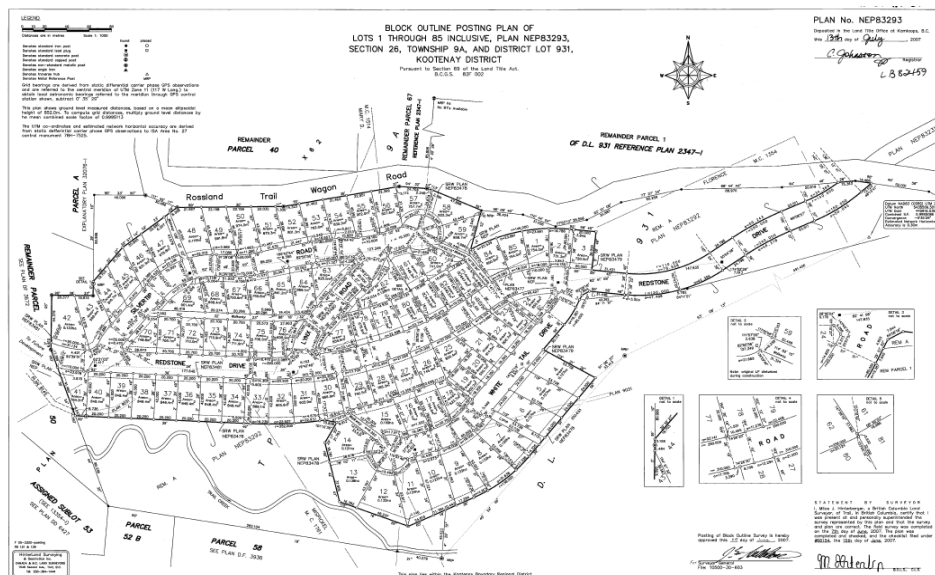
- Page 18 of 26



SCHEDULE D

Statutory Rights of Way

3. **Statutory Right of Way in favour of RDKB through parts of Lots 1 through 85 inclusive as shown on Plan NEP83293 below:**



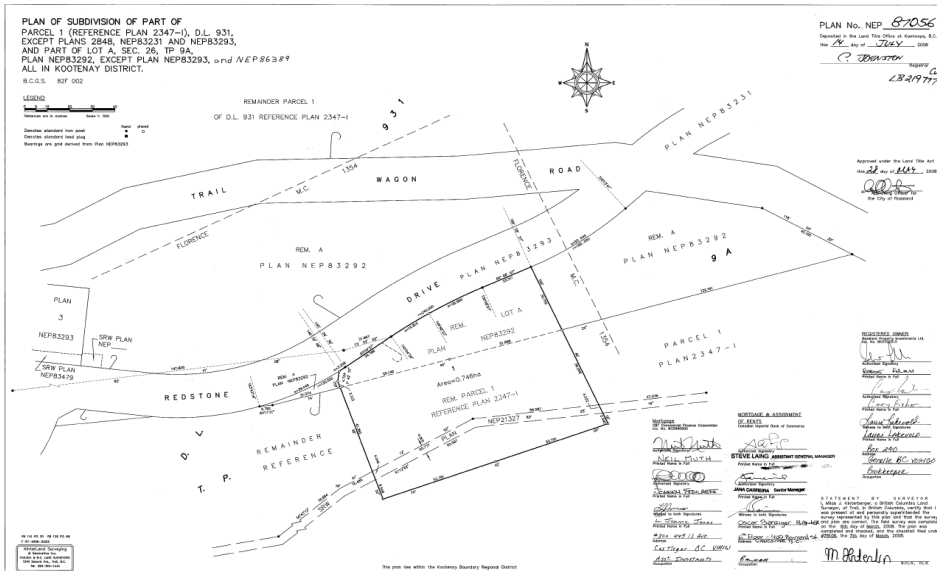
Statutory Rights of Way

- [illegible]

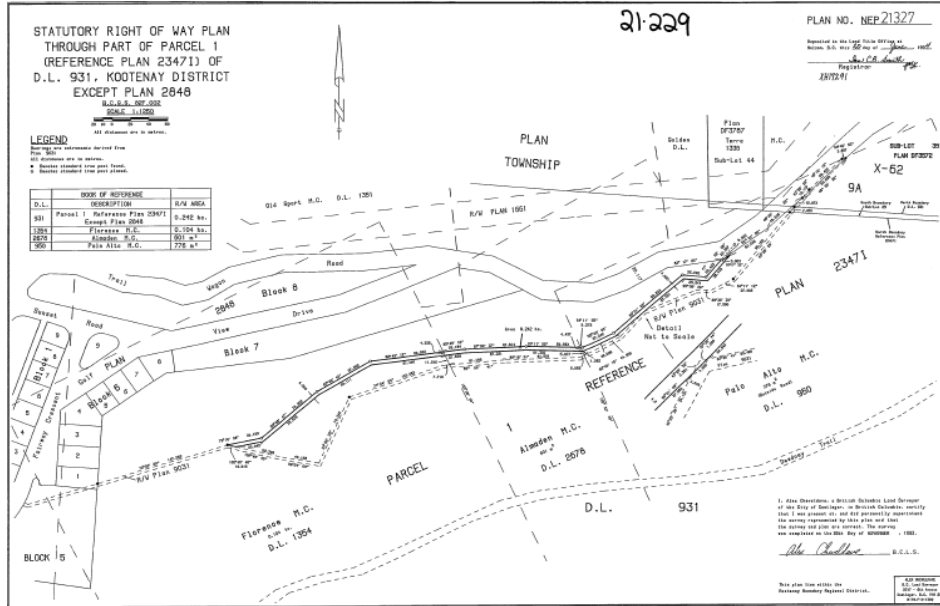
SCHEDULE D

Statutory Rights of Way

5. **Statutory Right of Way in favour of the RDKB through parts of Parcel 1 as shown on Plan NEP87056 below:**



6. Statutory Right of Way in favour of the RDKB through parts of Parcel 1 as shown on Plan NEP21327

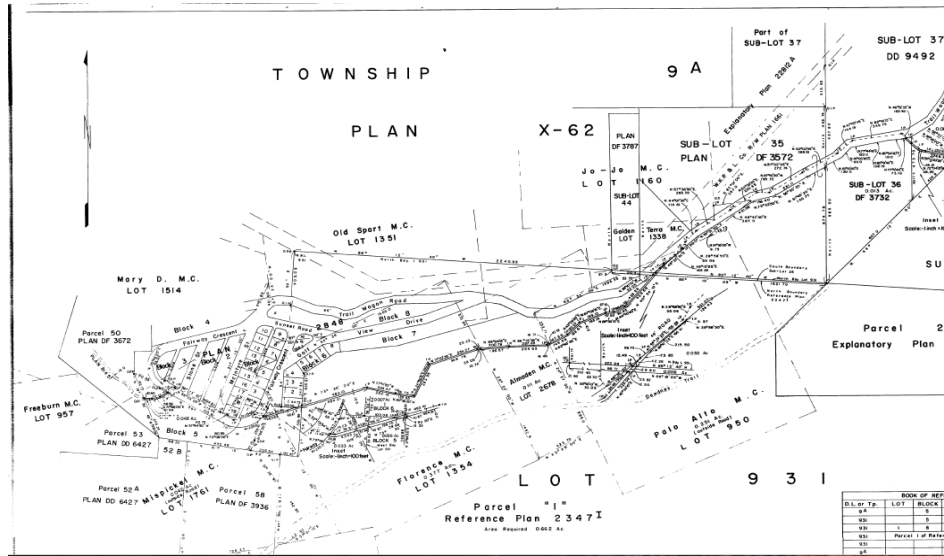


SCHEDULE D

Statutory Rights of Way

7. **Statutory Right of Way in favour of the RDKB through parts of Parcel 39 as shown on Plan NEP7778/Plan 9031**



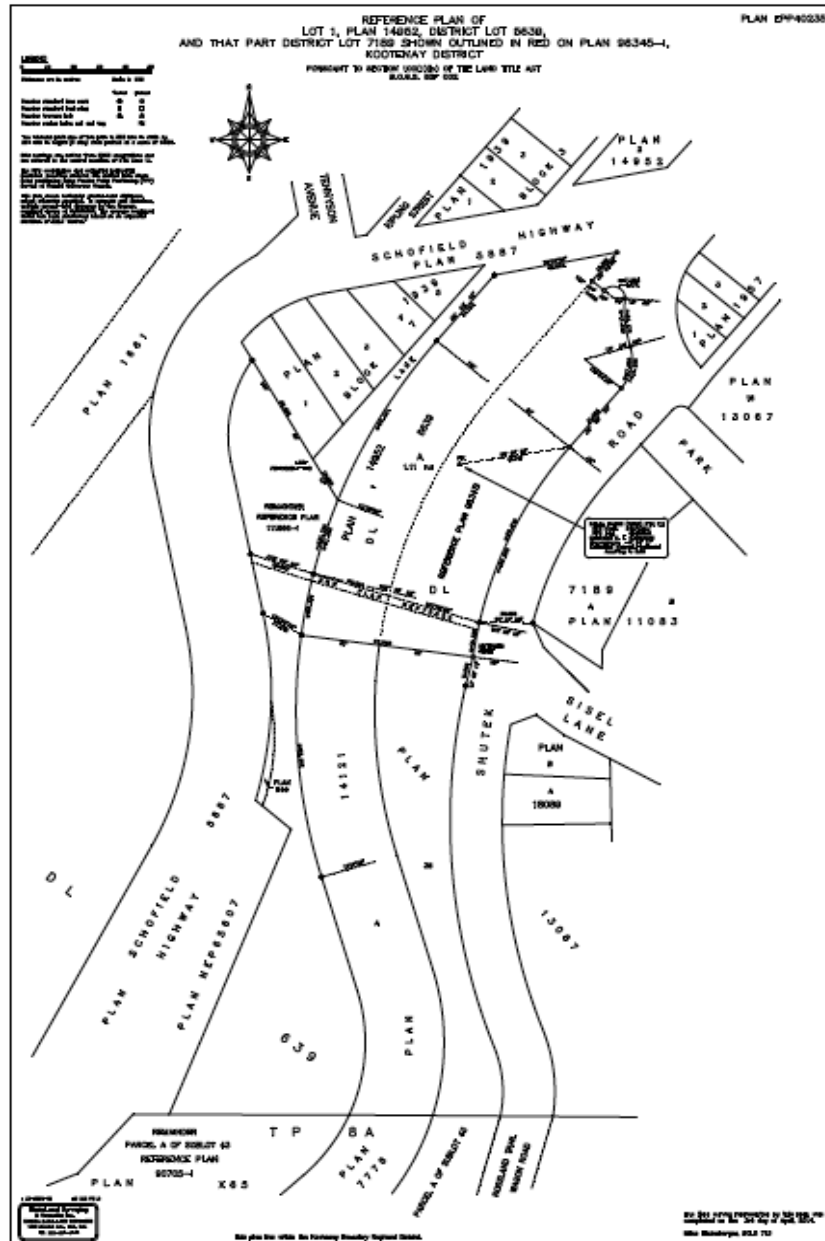


SCHEDULE D

Statutory Rights of Way

- 8. Statutory Right of Way in favour of the RDKB through parts of Parcel 39 as shown on Plan NEP7778/Plan EPP40235 Unregistered**





SEWER INFRASTRUCTURE ASSET PURCHASE AGREEMENT

THIS AGREEMENT is dated for reference the 1st day of November, 2018,

BETWEEN:

The Regional District of Kootenay Boundary, a municipal corporation having its offices at 202 – 843 Rossland Avenue, Trail, B.C., V1R 4S8

(the “**RDKB**”)

AND:

City of Trail, a municipal corporation having its offices at 1394 Pine Ave, Trail, B.C., V1R 4E6

(the “**City**”)

WHEREAS:

- A. All capitalized terms in these Recitals have the meaning given to them in Section 1.1 of this Agreement.
- B. Pursuant to the East End Regional Sanitary Sewer Service Establishment Bylaw No. 1549, 2014, the collection, conveyance, treatment and disposal of sewage was established as a service (the “**Service**”) of the RDKB with the participating member municipalities of The Corporation of the City of Rossland, the City of Trail and The Corporation of the Village of Warfield.
- C. The RDKB owns and operates all necessary components, apparatus and equipment for the provision of the Service, including receiving drains, trunk sewers, pipes, mains, meters, interceptors, lift stations, manholes, pumping stations, storm overflows, screening chambers, and all other components of sewage disposal and treatment facilities and buildings (the “**Service Infrastructure**”).
- D. The RDKB has agreed to sell, and the City has agreed to purchase certain portions of the Service Infrastructure on the terms and subject to the conditions provided in this Agreement.
- E. The City has agreed that the Assets will form part of the City’s sanitary sewer service and that the sewer service including the Assets will continue to operate for a minimum period of five (5) years.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants, agreements, representations, warranties and payments contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree with each other as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement unless something in the subject matter or context is inconsistent therewith, the capitalized terms herein will have the meanings set out below:

- (a) “**Assets**” has the meaning given in Section 3.1 of this Agreement;
- (b) “**Governmental Authorities**” means any government, regulatory authority, governmental department, bureau, agency, commission, board, tribunal, crown corporation, licensing body, court, judicial body, arbitral body or other law, rule or regulation-making entity having jurisdiction over municipal services provided by the City relating to the collection, conveyance, treatment and disposal of sewage, including environmental matters relating thereto;

- (c) “**Service**” has the meaning given in Recital B of this Agreement;
- (d) “**Service Infrastructure**” has the meaning given in Recital C of this Agreement; and
- (e) “**Statutory Rights of Way**” means those statutory rights of way more particularly described in Schedule D to this Agreement;
- (f) “**Time of Closing**” has the meaning given in Section 12.1 of this Agreement.

1.2 Headings

The division of this Agreement into articles and sections and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

1.3 Currency

All transactions referred to in this Agreement will be made in lawful currency of Canada.

1.4 Singular, Plural, Gender and Person

Wherever in this Agreement the context so requires the singular number shall include the plural number and vice versa and any gender used shall be deemed to include the feminine, masculine or neuter gender.

1.5 Statutes

Each reference to a statute is deemed to be reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time.

1.6 Use of the word “including”

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.

1.7 Schedules

The following attached schedules are incorporated in this Agreement and are deemed to be part of this Agreement:

Schedule A	-	Description of Assets
Schedule B	-	Infrastructure Map showing location of Assets
Schedule C	-	Schedule of GST Election
Schedule D	-	Statutory Rights of Way

2. CONDITION PRECEDENT

This Agreement and the obligations of the RDKB and of the City hereunder shall be subject to receipt by the RDKB of the approval of the electors in accordance with Section 288 of the *Local Government Act* authorizing the Chair of the Board and the Chief Administrative Officer of the RDKB to enter into this Agreement on behalf of the RDKB.

3. PURCHASE AND SALE OF ASSETS

3.1 Description of Assets

Upon the terms and subject to the conditions of this Agreement, the RDKB agrees to sell, assign and transfer to the City, and the City agrees to purchase from the RDKB, those portions of the Service Infrastructure that convey sewage generated by only the City, as more specifically described in Schedule A to this Agreement and shown highlighted in the Infrastructure Map attached as Schedule B to this Agreement (all of which collectively are the “**Assets**”). For certainty, the RDKB and the City acknowledge and agree that land access rights or statutory rights of way may need to be obtained from one or more third party owners of land through which the Assets are located. The parties agree

that the responsibility to obtain such access rights will be solely that of the City, and the RDKB is not obliged to obtain such rights in advance of the transfer of the Assets, nor will the RDKB be responsible for any costs incurred by the City to obtain such rights.

3.2 Exclusions

That portion of the Service Infrastructure labeled "Oasis/Rivervale/Teck Interceptor" on the Infrastructure Map attached as Schedule B shall be specifically excluded from the purchase and sale in this Agreement, and from the Assets.

4. PURCHASE PRICE

4.1 Purchase Price

The purchase price payable by the City to the RDKB for the Assets will be \$1.00 (the "Purchase Price") exclusive of any taxes, fees or charges payable upon and in connection with the sale and transfer of the Assets, the receipt and sufficiency of which the RDKB hereby acknowledges.

5. RDKB REPRESENTATIONS AND WARRANTIES

The RDKB represents and warrants to the City as follows, with the intent that the City will rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement.

5.1 Capacity to sell

The RDKB is a British Columbia local government with, subject to section 2, the power and capacity to dispose of the Assets and to enter into this Agreement and carry out its terms to their full extent.

5.2 Authority to sell

Subject to section 2 of this Agreement, the execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the RDKB, and this Agreement constitutes a legal, valid and binding obligation of the RDKB enforceable against the RDKB in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors.

5.3 Sale will not cause default

Neither the execution and the delivery of this Agreement, nor the completion of the purchase and sale contemplated by this Agreement, will:

- (a) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which any of the RDKB or the Assets are subject; or
- (b) give any person the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which RDKB is a party or by which it is bound or to which any of the Assets are subject.

5.4 Title

The RDKB owns and possesses and has a good marketable title to the Assets free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances and other claims. Other than as expressly set forth herein, the Assets are being sold "as-is" "where-is" with no representations or warranties of any kind.

5.5 Litigation

There is no litigation or administrative or governmental proceeding or inquiry pending, or to the knowledge of the RDKB, threatened against or relating to the Assets, nor does the RDKB know of any reasonable basis for any such action, proceeding or inquiry.

5.6 Canadian Resident

The RDKB is not a non-resident of Canada within the meaning of the *Income Tax Act*.

5.7 Brokers' Fees

The RDKB has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the City could become liable or obligated or for which a lien or encumbrance could be placed on the Assets.

5.8 Disclosure

The representations and warranties contained in this Section 5 do not contain any untrue statement of a fact or omit to state any fact necessary in order to make the statements contained in this Section 5 not misleading.

6. CITY REPRESENTATIONS AND WARRANTIES

The City represents and warrants to the RDKB as follows, with the intent that the RDKB will rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement.

6.1 Capacity to purchase

The City is a British Columbia local government with the power and capacity to acquire and own the Assets and to enter into this Agreement and carry out its terms to their full extent.

6.2 Authority to purchase

The execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the City, and this Agreement constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors.

6.3 Consent

No approval, consent, waiver, or authorization of or filing or registration with any Governmental Authority or third party is required for the execution, delivery, or performance by the City of the purchase and sale contemplated by this Agreement.

6.4 Continuation of Service

The City will utilize the Assets as part of the City's sanitary sewer service and agrees with the RDKB, pursuant to section 288 of the *Local Government Act*, that the sewer service, including the Assets, will continue to be operated by the City for a minimum of five (5) years following the execution date of this Agreement.

6.5 Litigation

There is no litigation or administrative or governmental proceeding or inquiry pending, or to the knowledge of the City, threatened against or relating to the City, nor does the City know of any reasonable basis for any such action, proceeding or inquiry, that would, if determined adversely to the City limit, restrict or prevent completion of the purchase and sale contemplated by this Agreement.

6.6 Brokers' Fees

The City has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the RDKB could become liable or obligated.

6.7 Disclosure

The representations and warranties contained in this Section 6 do not contain any untrue statement of a fact or omit to state any fact necessary in order to make the statements contained in this Section 6 not misleading.

7. RDKB COVENANTS**7.1 Use of Assets**

Until the Time of Closing, the RDKB shall only use the Assets only in the ordinary course of providing the Service and will use its usual efforts to preserve and maintain the Assets in their current state.

7.2 Insurance

From the date of this Agreement until the Time of Closing, the RDKB shall maintain in full force and effect its usual policies of insurance, if any, in respect of the Assets.

7.3 Procure Consents

The RDKB shall diligently take all reasonable steps required to obtain, before the Time of Closing, all consents to the assignments of the Statutory Rights of Way for which a consent is required, subject to section 13.3 of this Agreement.

8. CITY COVENANTS**8.1 Taxes**

The City will be liable for and shall pay all provincial sales taxes and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Assets by the RDKB to the City.

8.2 Consents

The City shall at the request of the RDKB execute and deliver such applications for consent and such assignment agreements, and provide such information as may be necessary to obtain the consents and assignments referred to in section 7.3 and will assist and co-operate with the RDKB in obtaining the consents and assignments.

9. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS**9.1 RDKB's Representations, Warranties and Covenants**

All representations, warranties, covenants and agreements made by the RDKB in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf of the City, subject to section 9.2, and shall continue in full force and effect for the benefit of the City.

9.2 Limitation on RDKB's Indemnity

No claim by the City under the covenant of indemnity contained in section 14.1 or for damages or other relief in respect of misrepresentation or breach of warranty, covenant or agreement by the RDKB under this Agreement will be valid unless:

- (a) written notice of the claim is given by the City to the RDKB before the expiration of 30 months after the Time of Closing; and
- (b) the aggregate amount of all such claims exceeds \$10,000.

9.3 City's Representations, Warranties and Covenants

All representations, warranties, covenants and agreements made by the City in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf of the RDKB, and shall continue in full force and effect for the benefit of the RDKB.

9.4 Limitation on City's Indemnity

No claim by the RDKB under the covenant of indemnity contained in section 14.2 or for damages or other relief in respect of misrepresentation or breach of warranty, covenant or agreement by the City under this Agreement will be valid unless:

- (a) written notice of the claim is given by the RDKB to the City before the expiration of 30 months after the Time of Closing; and
- (b) the aggregate amount of all such claims exceeds \$10,000.

10. CONDITIONS PRECEDENT

10.1 Conditions Precedent to the Obligations of the City

All obligations of the City under this Agreement are subject to the fulfillment at or before the Time of Closing of the following conditions:

- (a) The RDKB's representations and warranties contained in this Agreement and in any certificate or document delivered under this Agreement or in connection with the transactions contemplated by this Agreement will be true at and as of the Time of Closing as if such representations and warranties were made at and as of such time; and
- (b) Subject to section 13.3, the RDKB will have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it before or at the Time of Closing.

The foregoing conditions are for the exclusive benefit of the City and any such condition may be waived in whole or in part by the City at or before the Time of Closing by delivering to the RDKB a written waiver to that effect signed by the City.

10.2 Conditions Precedent to the Obligations of the RDKB

All obligations of the RDKB under this Agreement are subject to the fulfillment, before or at the Time of Closing, of the following conditions:

- (a) The City's representations and warranties contained in this Agreement will be true at and as of the Time of Closing as though such representations and warranties were made as of such time; and
- (b) The City will have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it at or before the Time of Closing.

Each of the foregoing conditions is for the exclusive benefit of the RDKB and, with the exception of section 2, any such condition may be waived in whole or part by the RDKB at or before the Time of Closing by delivering to the City a written waiver to that effect signed by the RDKB.

11. CLOSING

11.1 Time of Closing

Subject to the terms and conditions of this Agreement, the purchase and sale of the Assets will be completed at 3:00 p.m., local time in Trail, B.C., on the later of the 30th business day following the date upon which the RDKB will have received elector approval referred to in section 2 or at such other time and date agreed upon in writing between the parties (the "Time of Closing").

11.2 Documents to be Delivered by the RDKB

Prior to the Time of Closing, the RDKB will deliver or cause to be delivered to the City:

- (a) any deeds of conveyance, bills of sale, transfers and assignments, in form and content satisfactory to the City's counsel, appropriate to effectively vest a good and marketable title to the Assets in the City to the extent contemplated by this Agreement, and immediately registrable in all places where registration of such instruments is required;
- (b) all consents or approvals obtained by the RDKB, if any, for the purpose of validly assigning all or some of the Statutory Rights of Way;
- (c) the elections under s. 167 of the *Excise Tax Act* in the form attached as the Schedule C; and
- (d) copies of those resolutions of the RDKB required to be passed to authorize the execution, delivery and implementation of this Agreement and of all documents to be delivered by the RDKB under this Agreement.

11.3 Documents to be Delivered by the City

Prior to the Time of Closing, the City will deliver or cause to be delivered to RDKB:

- (a) the elections under s. 167 of the *Excise Tax Act* in the form attached as the Schedule C.

12. RISK**12.1 Risk of Loss**

From the date of this Agreement to the Time of Closing, the Assets will be and remain at the risk of the RDKB. If any of the Assets are lost, damaged or destroyed before the Time of Closing, the City may, in lieu of not completing this Agreement under section 10.1, elect by notice in writing to the RDKB to complete the purchase to the extent possible without reduction of the Purchase Price, in which event all proceeds of any insurance or compensation in respect of such loss, damage or destruction will be payable to the City and all right and claim of the RDKB to any such amounts not paid by the Time of Closing will be assigned to the City.

12.2 No Liability

The City agrees that notwithstanding anything herein or any duty, principle, term or rule of law to the contrary, whether express or implied, the RDKB shall not be liable to the City for any loss or damage of any nature whatsoever, including any special, incidental, direct, indirect or consequential damages, related to or arising from the transfer of ownership of the Assets from the RDKB to the City, and the City's use, operation or maintenance of the Assets after the Time of Closing.

13. POST-CLOSING COVENANTS**13.1 Further action**

If at any time after the Time of Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as any other party may reasonably request, at the sole cost and expense of the requesting party (unless the requesting party is entitled to indemnification therefore under Section 14 below). Without limiting the foregoing, RDKB shall from time to time at the request of the City and without further consideration, execute and deliver such instruments of transfer, conveyance, and assignment in addition to those delivered hereunder, and will take such other actions as City may request from time to time, to more effectively transfer, convey, and assign to and vest in City, and to put City in possession of, all or any portion of the Assets, subject to section 13.3 of this Agreement.

13.2 Maintenance and Operation Covenant of City

The City agrees to:

- (a) use, operate and maintain the Assets in accordance with prudent practices applicable to municipal sewage services; and
- (b) apply for, obtain and maintain in full force and effect all necessary authorizations, permits, licences and approvals from Governmental Authorities relating to the City's collection, conveyance, treatment and disposal of sewage services that utilize the Assets,

for the purpose of ensuring that the use, operation and maintenance of the Assets or any other infrastructure used for the provision of sewage services by the City will not cause any damage to the RDKB's Service Infrastructure, failing which the RDKB will be entitled to make good any damage at the City's sole cost and expense, and the City will pay to the RDKB all costs incurred by the RDKB, including RDKB staff costs, within 30 days of receipt of the RDKB's invoice.

13.3 Access by City

Notwithstanding any other provision in this Agreement, if the RDKB is not able to obtain assignment of all or some of the Statutory Rights of Way to the City on or before the Time of Closing, the City acknowledges and agrees that it will obtain at its sole cost all easements, statutory rights of way, permits, licences, covenants, consents, approvals, confirmations, agreements or other such instruments, permitting the future use, right of access to and ability to operate and maintain the Assets, that are necessary in addition to this Agreement.

14. INDEMNITIES

14.1 RDKB's Indemnity

The RDKB will indemnify and hold harmless the City from any and all manner of claims, demands, losses, costs, expenses, penalties, damages, actions, suits or fines ((including all amounts paid in settlement, all interest and penalties and all legal and other professional fees and disbursements on a solicitor and his own client basis), suffered or incurred, directly or indirectly by the City, including those relating to death, personal injury or property damage, and including proceedings which may be brought or asserted against the City, which are based upon, arise out of, related to, occasioned by, or attributed to, (i) any actions or omissions of the RDKB or any of its contractors, sub-contractors, representatives, agents, affiliates, directors, members, officials, employees or advisors, arising from or in relation to the ownership, use, operation or maintenance of the Assets before the Time of Closing; or (ii) any breach of the obligations, covenants, warranties or representations of this Agreement by the RDKB. The indemnity in this section 14.1 will not apply, and the City agrees and acknowledges that no claim for indemnity under this section may be brought by the City against the RDKB for any claim of any nature which is based upon, arises out of, is related to, occasioned by, or attributed to the Service and which may be, in whole or in part, a liability of the Service.

14.2 City's Indemnity

The City will indemnify and hold harmless the RDKB from any and all manner of claims, demands, losses, costs, expenses, penalties, damages, actions, suits or fines ((including all amounts paid in settlement, all interest and penalties and all legal and other professional fees and disbursements on a solicitor and his own client basis), suffered or incurred, directly or indirectly by the RDKB, including those relating to death, personal injury or property damage, and including proceedings which may be brought or asserted against the RDKB, which are based upon, arise out of, related to, occasioned by, or attributed to, (i) any actions or omissions of the City or any of its contractors, sub-contractors, representatives, agents, affiliates, directors, members, officials, employees or advisors, arising from or in relation to the ownership, use, operation or maintenance of the Assets on and after the Time of Closing; or (ii) any breach of the obligations, covenants, warranties or representations of this Agreement by the City.

14.3 Survival

The provisions of this indemnity clause will survive termination of this Agreement.

15. TERMINATION

15.1 City's Termination Generally

The City may terminate this Agreement by giving written notice to the RDKB at any time prior to the Time of Closing if:

- (a) the RDKB has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the City has provided the RDKB with three (3) business days written notice of the such breach and the RDKB has not cured such stated breach within the notice period; or
- (b) if the Time of Closing shall not have occurred on or before January 01, 2019 by reason of the failure of any condition precedent under Section 2 or Section 10 (unless the failure results primarily from the City itself breaching any representation, warranty, or covenant contained in this Agreement).

15.2 RDKB's Termination Generally

The RDKB may terminate this Agreement by giving written notice to the City at any time prior to the Time of Closing if

- (a) the City has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the RDKB has provided the City with three (3) business written notice of the such breach and the City has not cured such stated breach within the notice period; or
- (b) if the Time of Closing shall not have occurred on or before January 01, 2019 by reason of the failure of any condition precedent under Section 2 or Section 10 (unless the failure results primarily from the RDKB itself breaching any representation, warranty, or covenant contained in this Agreement).

15.3 Effect of Termination

If a party terminates this Agreement pursuant to this section 15 above, all rights and obligations of the parties hereunder shall terminate without any liability of any party to the other party, except for any liability of a party then in breach.

16. NOTICES

16.1 Notices

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested) to the party to which it is to be given as follows:

- (a) If to the RDKB:
Regional District of Kootenay Boundary
Attention: Mark Andison, Chief Administrative Officer
202 – 843 Rossland Avenue, Trail, B.C., V1R 4S8
Fax: 250.368.3990
E-mail: mandison@rdkb.com
- (b) If to the City:
City of Trail
Attention: David Perehudoff, Chief Administrative Officer
1394 Pine Ave, Trail, B.C., V1R 4E6
Fax: 250.364.0830
E-mail: dperehudoff@trail.ca

or at such other address as the party to whom the notice is sent may specify by notice given in accordance with the provisions of this section. 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.

17. GENERAL

17.1 Dispute Resolution

If there is any dispute regarding the interpretation, performance or an alleged breach of this Agreement, any party may give written notice of dispute 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 all 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 of the first request for a meeting, then with the consent of all parties the matter may be referred to a single arbitrator for final determination, and if all parties do not so consent, then any party may commence litigation to have the dispute settled.

17.2 Force Majeure

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 steps to minimize the effect of such delay the party delayed will be relieved 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.

17.3 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

17.4 Further Assurances

Each party hereto shall and will, at all times, and from time to time hereafter, upon reasonable request of the other party hereto, make, do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

17.5 Remedies Cumulative

The rights and remedies of the parties under this Agreement will not be exclusive and are in addition to any other rights and remedies provided by law or equity.

17.6 Amendment

No amendment of this Agreement will be binding unless made in writing and executed by all parties hereto with the same formality as this Agreement has been executed.

17.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.

17.8 Governing Law

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.

17.9 Attornment

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.

17.10 Independent Legal Advice

The City of Trail confirms they have had an opportunity to obtain independent legal advice in entering into this Agreement.

17.11 No Contra Preferentum

The language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for nor strictly against any of the parties hereto.

17.12 Severability

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.

17.13 Time of Essence

Time shall be of the essence of this Agreement.

17.14 No derogation.

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 either the RDKB or the City 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.

17.15 Counterparts

This Agreement may be executed by the parties in counterparts and may be executed and delivered by e-mail or fax and all such counterparts and e-mails and faxes together constitute one and the same agreement.

17.16 Survival

All obligations of each of the parties which expressly or by their nature survive termination or expiration of this Agreement, will continue in full force and effect subsequent to and notwithstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

17.17 Assignment

This Agreement will only be assignable with the prior written consent of all parties to the terms of such assignment.

IN WITNESS WHEREOF this Agreement has been executed and delivered by the parties as of the day and year first above written.

[Signature Page to Follow]

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

CITY OF TRAIL

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE A**Description of the Assets**

From Dayton & Knight LTD Consulting Engineers Drawing No. 64.1.5 (1973) and Opus Drawing No D-06402.00 (2017)

Asset Description
Sunningdale Lift Station
Robertson Lift Station
Sewer Main 3,428 m in Length up From Sunningdale Lift Station up to but not including Manhole 12B
Manhole 1
Manhole 28
Manhole 27
Manhole 26
Manhole 25
Manhole 24
Manhole 23
Manhole 22
Manhole 21
Manhole 20
Manhole 19
Manhole 18
Manhole 17
Manhole 16
Manhole 15
Manhole 14
Manhole 13
Manhole 12
All other assets associated with this portion of the sewer interceptor

SCHEDULE B
Infrastructure Map



SCHEDULE C

Schedule of GST Election



Protected B
when completed

Election Concerning the Acquisition of a Business or Part of a Business

Use this form if you are a recipient acquiring a business and you want to jointly elect with the supplier so that GST/HST does not apply to the supply of the business.

You may also be eligible if you are acquiring part of a business. For more information, see the back of this form.

Notes

Do not use this form if you are a recipient that is a selected listed financial institution (SLFI) for Quebec Sales Tax (QST) purposes. Instead use Form RC7244, Elections Concerning the Acquisition of a Business or Part of a Business by a Recipient that is a Selected Listed Financial Institution for QST Purposes. For more information, including the definition of an SLFI for GST/HST and QST purposes, go to canada.ca/gst-hst-financial-institutions.

If the supplier is a GST/HST registrant and the recipient is not a registrant, this election cannot be made.

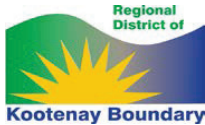
[illegible]

Personal information is collected under the Excise Tax Act to administer tax, rebates, and elections. It may also be used for any purpose related to the enforcement of the Act such as audit, compliance and collection activities. It may be shared or verified with other federal, provincial, territorial or foreign government institutions to the extent authorized by law. Failure to provide this information may result in interest payable, penalties or other actions. Under the Privacy Act, individuals have the right to: access their personal information; request corrections; or, file a complaint to the Privacy Commissioner of Canada regarding the handling of the individual's personal information. Refer to Personal Information Bank CRA PPU 241 on Info Source at canada.ca/cra-info-source.

GST44 E (18)

(Ce formulaire est disponible en français.)

Canada



Federal/Provincial Gas Tax Funding Application

Application Date

Project Title

Applicant Contact Information:

Name of Organization	Westbridge Recreation Society		
Address	PO Box 95, 2935 Hwy. 33, Westbridge, BC V0H 2B0		
Phone No.	250-446-2988	Fax No.	
Email Address	jjsarsons@gmail.com		

Director(s) in Support
Of Project

Area

Amount Required

Do not include GST if you have a GST account with CRA

Land Ownership – Please check one of the following:

- ☒ The applicant is the owner of the property
- ☐ The property is Crown Land. Tenure/license number

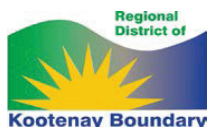
Do you have the land owner's written approval to complete the works on the land(s)?

- ☐ Yes (include copies of permits)
- ☐ No

Ownership and Legal Description details are required for all parcels of land on which the proposed works will occur.

Registered Owners of Land	Legal Description of land(s)
Westbridge Recreation Society	Lot A, DL 2515, Plan KAP20920

202-843 Rossland Ave Trail, British Columbia Canada V1R 4S8
Toll-free: 1 800 355 7352 · tel: 250 368-9148 · fax: 250 368-3990
Email: admin@rdkb.com · web: rdkb.com



Application Contents – must include all of the following:

1. Description of the project including management framework
2. Project Budget including project costs (E.g. employee, equipment, etc.)
3. Outline of project accountability including Final Report and financial statements

1. Eligible Project Description including timeline:

Project Description:

The Westbridge Hall is owned by Westbridge Recreation Society, Society No. S 00057-43

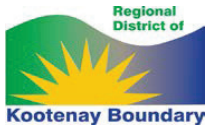
Our plan is to build a new, above ground, building to replace the approximately 1000 sq. ft. of the basement area of the main hall.

Project Timelines: (Building Permit was Obtained in October 2018)

- a) ASAP Feb./March. Excavate and install footing piles (Volunteer labour)
- b) March/April. Complete framing the building to a "closed in condition", this would include roofing and siding (Volunteer Labour)
- c) March/April. Complete the wiring and have power installed.

Completion date anticipated end of April, 2019.

We have applied for a New Horizon's for Seniors Grant in the amount of \$25000.00 for 2019. This grant is based on the fact that the new building will be completed to a "closed in condition" and the NHFS grant will be used to complete the interior.



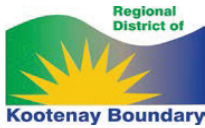
1.1 Project Impact:

During the past two years, our hall has been subject to rising ground water and river flooding. Over \$11,000.00 was spent in 2017 to eliminate mold and restore the basement area. We had installed 5 sump pumps to eliminate this problem but again this year we had to spend over \$6000.00 for mold restoration and renovations. Most of the work was done with volunteer help.

By building an above ground separate building we eliminate our major problem. Yes we will possibly still encounter rising ground water and possible basement flooding but we will not encounter a loss of property and the bigger issue of down time of hall usage due to possible molding. Pro-action (Sump pumps etc.) will be taken to minimize future basement damage.

Our Westbridge Hall serves the following:

- a) Weekly Church Service(s)
- b) Not for Profit Society meetings such as Woman's Institute, Westbridge Recreation
- c) Weekly floor Curling for Seniors
- d) Bi Monthly Sunday cribbage games
- e) Valentines & Easter functions
- f) Crafts Fair(s)
- g) WRS Christmas dinner
- h) Pot Luck Dinners
- i) Rentals to outside groups as and when requested; and
- j) Westbridge Thrift Shop, managed and operated by Seniors three days a week. The Thrift Shop is the back bone of funding for the hall and reaches out to help families throughout Area "E" of RDKB, with personal needs.
- k) The Westbridge Hall is a registered and has been equipped to be used as a Emergency Re-location Centre.



1.2 Project Outcomes:

This will be the state of the art building in that it will have the more economically efficient lighting, insulation, roofing, flooring and siding as compared to the basement in the hall constructed in 1975.

As stated in section 1.1, we will not be spending our hall funds to:

- a) restore the basement area; and
- b) replace damaged hall property
- c) volunteer time will be better spent in fund raising as opposed to costly restoration

1.3 Project Team and Qualifications:

Jeff Sarsons - President/Chair of Westbridge Recreation Society (WRS)
 Hazel Self - Secretary WRS
 Joyce Evans - Treasurer WRS
 Dan Self - Project Co-ordinator/contractor

2. Project Budget:

Eligible costs for this project are outlined below. These include all direct costs that are reasonably incurred and paid by the Recipient under the contract for goods and services necessary for the implementation of the Eligible Project. **Schedule B** outlines Eligible Costs for Eligible Recipients (see attached). **Attach supporting quotes and estimates.**

Items	Details	Cost (\$)
Pile & Footings (15)	Rona, Osoyoos	\$3316.64
Building Materials	Rona, Kelowna	\$14941.93
Trusses	ZyTech, Langley	\$6832.00
Wiring/Heating	Bergevin Electric, Rock Creek	\$7400.00
Power	Fortis	\$596.96
Doors (2)	Doortech, Kelowna	\$2502.08
Windows (2)	Westtech, Kelowna	\$795.88
Roofing	Freemans, Rock Creek	\$3706.00
Concrete	Rock Creek Concrete	\$758.24
Construction	All work being done by volunteers with the exception of the wiring.	N/A
Spreadsheet	See attached if required	
No GST #	Total	\$40849.73

Additional Budget Information

Westbridge Recreation does not have a GST number
 Building permit has been obtained. # 18.0525E
 Other permits will be obtained as an when required.
 All Estimates attached/submitted
 As stated, all on site work, with the exception of the wiring, will be done by local volunteers.

3. Accountability Framework:

The Eligible Recipient will ensure the following:

- Net incremental capital spending is on infrastructure or capacity building
- Funding is used for Eligible Projects and Eligible Costs
- Project is implemented in diligent and timely manner
- Provide access to all records
- Comply with legislated environmental assessment requirements and implement environmental impact mitigation measures
- **Provision of a Final Report including copies of all invoices**

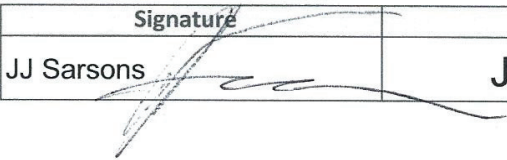
Schedule of Payments

The RDKB shall pay the Proponent in accordance with the following schedule of payments:

- (a) 75% upon signing of the Contract Agreement;
- (b) 25% upon receipt of progress report indicating 75% completion of the Project and a statement of income and expenses for the Project to that point.

By signing below, the recipient agrees to prepare and submit a summary final report outlining project outcomes that were achieved and information on the degree to which the project has contributed to the objectives of cleaner air, cleaner water or reduced greenhouse gas emissions. This must also include financial information such as revenue and expenses.

In addition, an annual report (for 5 years) is to be submitted to the RDKB prior to October 31st of each year detailing the impact of the project on economic growth, a clean environment, and/or strong cities and communities.

Signature	Name	Date
	Jeff Sarsons	2018-11-11

Additional Budget Information

Westbridge Recreation does not have a GST number
 Building permit has been obtained. # 18.0525E
 Other permits will be obtained as an when required.
 All Estimates attached/submitted
 As stated, all on site work, with the exception of the wiring, will be done by local volunteers.

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- Provide access to all records
- Comply with legislated environmental assessment requirements and implement environmental impact mitigation measures
- **Provision of a Final Report including copies of all invoices**

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In addition, an annual report (for 5 years) is to be submitted to the RDKB prior to October 31st of each year detailing the impact of the project on economic growth, a clean environment, and/or strong cities and communities.

Signature	Name	Date
JJ Sarsons	Jeff Sarsons	2018-11-20

SCHEDULE B- Eligible Costs for Eligible Recipients

1. Eligible Costs for Eligible Recipients

1.1 Project Costs

Eligible Costs, as specified in this Agreement, will be all direct costs that are in the Parties' opinion properly and reasonably incurred, and paid by an Eligible Recipient under a contract for goods and services necessary for the implementation of an Eligible Project. Eligible Costs may include only the following:

- a) the capital costs of acquiring, constructing or renovating a tangible capital asset and any debt financing charges related thereto;
- b) the fees paid to professionals, technical personnel, consultants and contractors specifically engaged to undertake the surveying, design, engineering, manufacturing or construction of a project infrastructure asset, and related facilities and structures;
- c) 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:
 - i. studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - ii. training directly related to asset management planning; and,
 - iii. long-term infrastructure plans.

1.1.1 Employee and Equipment Costs

Employee or equipment may be included under the following conditions:

- a) the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- c) the arrangement is approved in advance and in writing by UBCM.

2. Ineligible Costs for Eligible Recipients

Costs related to the following items are ineligible costs:

- a) Eligible Project costs incurred before April 1, 2005;
- b) services or works that, in the opinion of the RDKB, are normally provided by the Eligible Recipient or a related party;
- c) salaries and other employment benefits of any employees of the Eligible Recipient, except as indicated in Section 1.1
- d) an Eligible Recipient's overhead costs, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its applicant's staff

- e) costs of feasibility and planning studies for individual Eligible Projects;
- f) taxes for which the recipient is eligible for a tax rebate and all other costs eligible for rebates;
- g) costs of land or any interest therein, and related costs;
- h) cost of leasing of equipment by the recipient, except as indicated in section 1.1 above;
- i) routine repair and maintenance costs;
- j) legal fees;
- k) audit and evaluation costs.

Kettle River Concrete Ltd.
P.O. Box 122
Rock Creek BC V0H 1Y0
250-446-2006
info@krcl.ca
GST Registration No.: 748607322RT0001



ADDRESS
Cash Customer

ESTIMATE 1003

DATE 11-21-2018

QTY	DESCRIPTION	RATE	AMOUNT	TAX
4	Yards 25 Mpa (3600 psi) Concrete	139.00	556.00	GST/PST BC
4	Yards Hot Water	9.00	36.00	GST/PST BC
1	Westbridge area delivery	85.00	85.00	GST/PST BC

SUBTOTAL 677.00
GST @ 5% 33.85
PST (BC) @ 7% 47.39

TOTAL \$758.24

Accepted By

Accepted Date



6014 51st Street
Osoyoos, BC V0H 1V0

61590-01015756-00

QUOTE



Cash - Carry

Cust No.: 1
SOLD
TO:

SHIP JEFF SARSONS
TO: Osoyoos, BC
Ph: (250) 495-0090

Expiration Date: 11/13/18

Order Inquiry: 250-495-0090

Del:
Project#:
PO#:

LOT#:

Inter-Section:
Contact:
DAVINDER S.
Carry Inquiry:
Tax Exempt#:
Buyer:

Order date: 10/29/18
250-495-0090

LT	Qty	SKU	S/C	Description	U/M	Tax	Unit Price	Amount
RG	15	18031996	N	CONC-BASE BIGFOOT 10"X28	EA	B	\$28.49	\$427.35
		BF28				B		
RG	8	18090536	N	EASYFORM IND.GRADE 12"X12'	EA	B	\$34.19	\$273.52
		REDI1212				B		
RG	94	51156197	N	CLAD CM20 SHIPLAP 2X2X8'	EA	G	\$25.65	\$2,411.10
		99038768				X		

QUOTE

YOU SAVED TODAY: \$36.90

SUBTOTAL \$3,111.97
GST/HST \$155.61
PST \$49.06
TOTAL \$3,316.64

Written By: 40869 Date: 10/29/18 17:03:21
GST/HST REG: 103039624RT
PST REG: 1011-7214

Payment: CSH
Shipper: _____

PICKING LOCATION: 61590-61590 RONA Osoyoos

61590-01015756-00

PAGE: 1 Of 1

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CONTRACTOR FIRST is a trademark of RONA inc.

CUSTOMER COPY



1711 Springfield Rd.
Kelowna, BC V1Y 5V5

170-03134816-00

QUOTE



Cash - Carry

Cust No.: 333334

SOLD PRO BUILDER

TO: WESTERN CANADA NATIONAL ACCOUNT CSC

***, N/A ZZZ ZZZ

Ph: (999) 099-9999

SHIP HARALD ZIMMER

TO: WESTBRIDGE RECREATION SOCIETY

HWY 33

WESTBRIDGE, BC ZZZZZZ

Ph: (250) 446-2517

Expiration Date: 11/15/18

Inter-Section:

Contact: HARALD ZIMMER

JUSTIN K.

Order date: 10/31/18

Carry Inquiry:

(250) 762-7389

Tax Exempt#:

Buyer:

Order Inquiry: (250) 762-7389

Del:

Project#:

PO#:

LOT#:

LT	Qty	SKU	S/C	Description	U/M	Tax	Unit Price	Amount
RG	30	1187820	N	SPF #1&2 KD 2X12X20	EA	B	\$34.28	\$1,028.40
		023-06223				X		
RG	62	1187814	N	SPF #1&2 KD 2X12X14	EA	B	\$17.98	\$1,114.76
		EP21214S				X		
RG	35	1186012	N	SPF #1&2 KD 2X6X12	EA	B	\$6.68	\$233.80
		EP2612S				X		
RG	160	1186008	N	SPF #1&2 KD 2X6X8	EA	B	\$4.42	\$707.20
		EP268EM				X		
RG	4	1187310	N	SPF #1&2 KD 2X10X10	EA	B	\$9.94	\$39.76
		EP21010S				X		
RG	2	1187308	N	SPF #1&2 KD 2X10X8	EA	B	\$7.04	\$14.08
		EP2108S				X		
RG	72	1181012	C	SPF #3&BTR KD 1X4X12	EA	B	\$3.57	\$257.04
		EP1412S				X		
RG	250	1000002	N	SPF TOP CHOICE 1X2X8	EA	B	\$.99	\$247.50
		EP128PREM				X		
RG	2	51144296	N	PT BROWN 4X4"X8'	EA	B	\$13.34	\$26.68
		120-122				B		
RG	5	1185312	N	SPF #1&2 KD 2X4X12	EA	B	\$4.00	\$20.00
		EP2412S				X		
RG	42	6070471	N	OSB SQUARE (10.5)7/16X4X8	EA	B	\$11.84	\$497.28
		CP716PG				X		
RG	2	51076273	N	NOVASEAL HOUSE WRAP 9 X 100	EA	B	\$87.67	\$175.34
		330-10000				X		
RG	2	51037288	C	MEMBRANE BASIC 39"X65' WH	EA	B	\$163.40	\$326.80
		15254				B		
RG	1	51091693	N	3" COMMON NAIL	EA	B	\$33.95	\$33.95
		C1510120 4M				X		
RG	2	51018356	N	2.25" SPIRAL COIL NAIL 5M	BX	B	\$33.58	\$67.16
		C157S099				B		
RG	35	51156197	N	CLAD CM20 SHIPLAP 2X2X8'	EA	G	\$31.97	\$1,118.95
		99038768				X		
RG	15	51136518	D	INSU. R20 CERTAIN. 15X47"48.96SF PK	B	B	\$33.24	\$498.60
		980841				B		
RG	28	51105377	D	BLOWING WOOL ATTIC-PRO	EA	G	\$42.60	\$1,192.80
		90009456				B		
RG	2	51136258	N	BARRIER VAP. CLR 102-X1500'	RL	B	\$87.69	\$175.38
		05V61506				X		
RG	6	51015890	C	TUCK TAPE 60MM X 66M	EA	B	\$7.50	\$45.00
		205-02				B		
RG	1	51131683	N	SCW DRYW. #6X1.25"X8000BX COARS	BX	B	\$39.09	\$39.09
		415-182				B		
RG	2	51050170	N	COMPOUND JT BEST MUD 18L	EA	B	\$26.00	\$52.00
		91995				B		
RG	2	51050171	N	COMPOUND LITE FINISHING 17L	EA	B	\$22.00	\$44.00
		117893				B		
RG	70	51092085	C	DRYWALL LIGHTWEIGHT 1/2"X4X8'	EA	B	\$13.54	\$947.80
		145476				X		
RG	2	8011002	C	TAPE GYPSUM MARCO 2-1/16X500'	EA	B	\$6.00	\$12.00
		615121				B		

PLEASE NOTE THIS IS NOT A RECEIPT FOR THE ITEMS ABOVE

*** DELIVERY CHARGE FOR "CURBSIDE" SERVICE ONLY ***

STORE COPY



1711 Springfield Rd.
Kelowna, BC V1Y 5V5

170-03134816-00

QUOTE



Cash - Carry

Cust No.: 333334

SOLD PRO BUILDER

TO: WESTERN CANADA NATIONAL ACCOUNT CSC

***, N/A ZZZ ZZZ

Ph: (999) 099-9999

SHIP HARALD ZIMMER

TO: WESTBRIDGE RECREATION SOCIETY

HWY 33

WESTBRIDGE, BC ZZZZZZ

Ph: (250) 446-2517

Expiration Date: 11/15/18

Inter-Section: Building

Contact: HARALD ZIMMER

JUSTIN K.

Order date: 10/31/18

Carry Inquiry:

(250) 762-7389

Tax Exempt#:

Buyer:

Order Inquiry: (250) 762-7389

Del:

Project#:

PO#:

LOT#:

LT	Qty	SKU	S/C	Description	U/M	Tax	Unit Price	Amount
RG	1	51077895	C	PRIMER/SEALER INT.LTX WH 18.9L	EA	B	\$96.90	\$96.90
		R11-090-18.9L				B		
				ECO FEE			\$2.25	\$2.25
RG	1	28012890	C	LATEX INT.S-GLOSS WH 18.5L	EA	B	\$137.70	\$137.70
		R11-181 18.5L				B		
				ECO FEE			\$2.25	\$2.25
RG	40	6010205	N	PLY FIR SEL.T&G (18.5)3/4X4X8	EA	B	\$30.94	\$1,237.60
		CP34SSE				X		
RG	12	51020969	N	ADHESIVE TITEBOND SUBFLOOR	EA	B	\$5.95	\$71.40
		FK95492				X		
RG	1100	51062946	N	VINYL FLR ROLL BLUE SF	SF	B	\$2.27	\$2,497.00
		R8003B				B		
RG	7	51000409	N	DELIVERY FOB SELLERS PREMISE	EA	B	\$75.00	\$525.00
		51000409						

YOU SAVED TODAY: \$647.19

SUBTOTAL \$13,485.47

GST/HST \$674.28

PST \$782.18

TOTAL \$14,941.93

Written By: 59694 Date: 10/31/18 7:34:29
GST/HST REG: 103039624RT

Payment: CSH
Shipper: _____

PICKING LOCATION: 170-170 RONA H&G Kelowna

PAGE: 2 Of 2

170-03134816-00

PLEASE NOTE THIS IS NOT A RECEIPT FOR THE ITEMS ABOVE

*** DELIVERY CHARGE FOR "CURBSIDE" SERVICE ONLY ***

STORE COPY



Remit To:
20289 102 Avenue
Langley, British Columbia V1M4B4

Correspondence To:
20289 102 Avenue
Langley, British Columbia V1M4B4
604-546-3232

Quotation

Quote No 331590
Quote Date 10/15/2018



Invoice Address
Zinner, Harold
TBD
TBD, British Columbia

Delivery Address
Job: 303799
Zinner, Harold
Westbridge Community Hall
Hwy 33
Westbridge, British Columbia

Customer ZINHAR
Your Ref Roof Truss
Delivery On 10/15/2018
Taken By Sachit Mehta
Sales Rep Rick Tatla
Payment Terms : yet received/approved
Last Updated: 10/15/2018 5:36:23PM
Expiry Date 11/29/2018

Page 1 of 1

Special Instructions			Notes			
Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	Truss MOLT	Roof Truss Package Budget Quote- As per layout				4,600.00
2	Manual Delivery BC inc	Delivery BC				1,500.00
3		TERMS AND CONDITIONS:				
		- Contractor is responsible for landing trusses on the building. If the contractor or a representative is not present, the trusses will be left on the ground.				
4		- Freight charges allow for a maximum of 2 hours crane time on site. Additional crane time will be charged at \$150.00 per hour.				
5		- Delivery is with the ZyTech building systems crane truck. This truck is equipped with a 85ft boom and 40ft flat-deck trailer. If a larger crane is required it can be provided for an additional charge.				
6		Budget Quote**- price is subject to change upon review of finalised plans or site measurement				
Total Weight:		0.000	Total BF:		Total LF:	

Lumber Quotes are valid for 10 days from Quote Date.
Pricing valid for 45 days from acceptance of quotation. Prices reflect package pricing, standard unsheeted gable trusses. Delivery charge extra unless otherwise noted.
Shortages must be reported within 24 hours of delivery, the customer agrees to pay for all materials delivered to the Job Address at the unit prices listed above.
Quotation subject to interpretation of plans, and changes due to design errors & omissions as determined. Design revisions are subject to a charge of \$125 per hour.
Due to variances in framing practices and material usage, actual quantities used in this job may vary from those estimated above.
Full credit given for regular stock materials, no credit given on trusses and special order items.

By your signature below, you are agreeing to the Terms and Conditions.

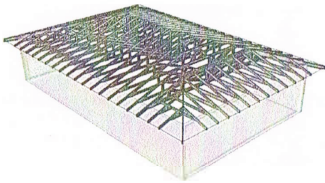
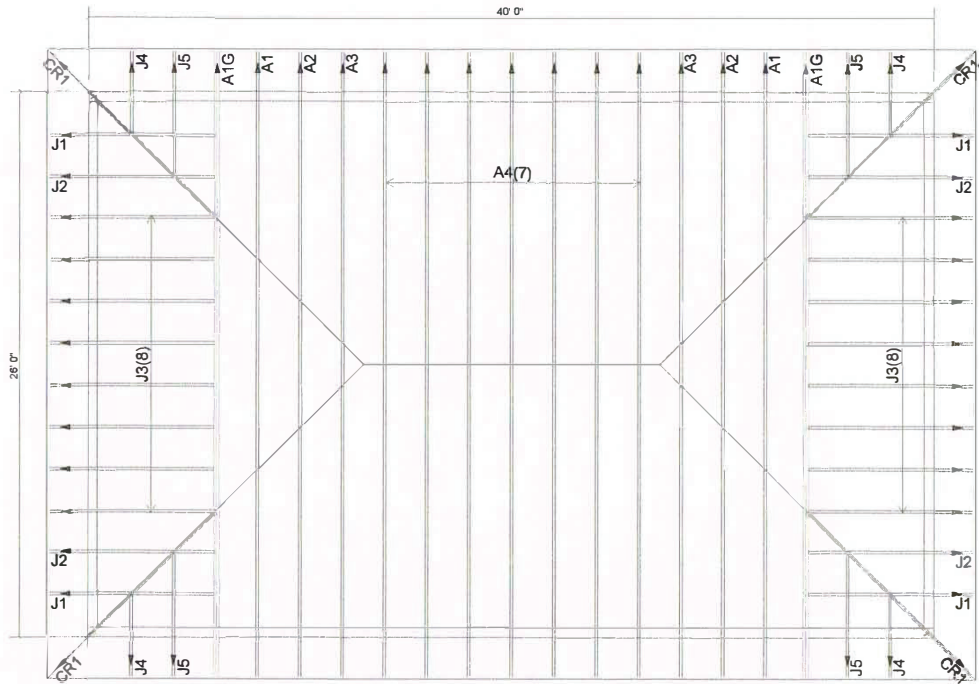
Buyer _____

Date _____

Sub Total	\$6,100.00
GST 5.00%	\$305.00
PST 7.00%	\$427.00
Quotation Total	\$6,832.00

TRUSSES ALWAYS LABELLED BOTTOM LEFT END OF TRUSS, TRUSS LEFT END INDICATED ON LAYOUT ▽

ROOF AREA :1391.4



INDICATES LEFT END
ON TRUSS DRAWINGS

HANGER TYPE (OPTIONAL HANGER TYPE)

HANGER SYMBOLS			
(A) THD326 R J32ND3	(E) SHD326 R/L (SURA326)	(F) H2.5A	
(B) J326 L32ND3	(G) H2.5A	(H) H1	
(C) THD326 (HGU326)	(I) H1	(J) H1	
(D) THD326-2 (HGU326-2)	(K) H1	(L) H1	

ROOF TRUSS SPECIFICATIONS

LIMIT STATES DESIGN, NBCC 2015			
SS	75 psi	BC 22.0L	5
EC (L)	55.5 L	BC 22.0L	0/10
TYPE	commercial	SPANS	24'
TRUSS	metal	PISTON	412
UNDERLAY	24"	W.C.	6"
DROPPED GABLE	NA	WEL	SCALE SHEET/AS
EXCEPTIONS			

DRAWN BY: GILLES 250-718-3718
DATE: OCTOBER 15 2018

FILE #: 303799
JOB NAME:
SALES REP.: Rick Tatla

CLIENT: Westbridge Thrift Store
ADDRESS: Hwy 33
CITY: Westbridge BC

DO NOT SCALE DRAWINGS.
ANY ON-SITE ALTERATIONS OF TRUSSES OR DEVIATIONS FROM THE
LAYOUT WILL BE THE SOLE RESPONSIBILITY OF THE
CONTRACTOR AND FRAMER. Sun Truss building systems will assume
NO RESPONSIBILITY FOR ANY SUCH MODIFICATIONS.
NOTE: Roof trusses are NOT designed for the attachment of permanent full
protection anchors.
VALLEY TRUSSES LESS THAN 12'-0" APART P.D.S.

NOTE: Rip truss flat top dropped for 114' shipping.
It is the customer's responsibility to confirm all dimensions and
load ratings noted on Sun Truss building systems comply with
the final construction drawings used during framing. In the
event of any discrepancies Sun Truss will not be responsible for
modifications to verify changes. Specific details shall not
This point is the property of Sun Truss building systems and
shall not be copied without written permission.

ZyTech
Building Systems L.P.
10000 100th Ave. S.E.
Burien, WA 98148
(206) 835-1100

Received Oct 25, 2018

BERGEVIN ELECTRICAL CONTRACTING LTD

920 NELSON AVE, NELSON B.C. V1L 2N9

Home: (250)-446-2168 CELL: (250)-505 4363

EMAIL: bergevin30@gmail.com

Quote for Westbridge BC Building:

- 1) 200 amp panel and new electrical service**
- 2) Overhead interior lighting**
- 3) Electric baseboard heating complete with thermostats**
- 4) 4 exterior lights and 2 exit lights and 2 emergency lights**
- 5) Prewiring for intrusion alarm system**
- 6) Electrical permit**
- 7) Total cost of \$7,400.00**

George Bergevin

Harald Zinner

From: Jeff Sarsons <jjsarsons@gmail.com>
Sent: Monday, October 29, 2018 10:20 AM
To: Harald Zinner
Cc: Hazel & Dan Self; Lynne McKillican; George Bergevin
Subject: Fw: RE: [External Email] - Westbridge Hall, Power upgrade

Hi Everyone

Took awhile but the estimate, as per below, for electrical service to the new replacement building is \$533.00 + taxes. We only need one meter if we leave everything else alone.

I personally believe we should be upgrading/replacing the service in the hall.

Jeff

-----Original Message-----

From: Nielsen, Craig
Date: 10/29/2018 9:53:07 AM
To: Jeff Sarsons
Subject: RE: [External Email] - Westbridge Hall, Power upgrade

Hi Jeff,

Thanks for the documents.

Just a point of clarity on my part, is the new structure just for the replacement building? If so, then FBC considers that a "commercial" service. The connection fee of \$533 + tax is still the same, but the billing is different month to month.

I saw on the document called "Fortis" that a portion of the building is referred to as Living Area. If a person is going to

be living in the structure, or it has a dual purpose (commercial and residential), then FBC will need 2 separate meters to calculate the power consumption correctly. The residential rate month to month is different than the commercial rate. To qualify for the commercial rate, our billing department needs a copy of the business license.

I'm pretty sure from our site visit that there wasn't any discussion of a living area or living quarters. Just making sure.

Regarding the installation of the piles for your footings, please be sure that the site foreman and contractor used to install the piles is made aware of our energized overhead wire servicing the Hall. All equipment and workers should be kept clear of it.

Get back to me when you can.

Thanks,

Craig Nielsen

Field Design Specialist



ELECTRIC

2850 Benvoulin Road

Kelowna, BC

V1W-2E3

P: 250-717-0822

F: 250-860-7299

From: Jeff Sarsons [<mailto:jjsarsons@gmail.com>]
Sent: Sunday, October 21, 2018 5:44 PM
To: Nielsen, Craig <Craig.Nielsen@fortisbc.com>
Subject: [External Email] - Westbridge Hall, Power upgrade



530 Sheppard Street
Winnipeg, MB.
R2X 2P8
Phone: 204-633-7133
Fax: 204-633-7373
Toll Free: 1-866-552-0163

3505A Alcan Road
Kelowna, B.C.
V1X 7R3
Phone: 778-753-6016
Fax: 778-753-6068
Toll Free: 1-855-541-4707

Quotation



July 14, 2018

To:	Westbridge Hall	QUOTE #:	071418#1-WestbridgeHall
Attn:	Harald Zinner	Fax #/E-mail:	

Supply Only

1 - EP182 (4 5/8" - 7 3/4" Wall Depth), RP, 3'0 x 6'8 Expandable Frame, PA, 45 Min U/L (Based on 2 x 6 Wall Const.)
1 - LS20GA-RP-INS, 3'0 x 6'8 Steel Door, Prepared for 22 Series Trim, 45 Min U/L

3 - BB1490 NRP Hinges

1 - Von Duprin 22EO-F x 689 x 36" Fire Rated Exit Device

1 - 230TP x 689 Thumbpiece Trim (Locking)

1 - M118 x 626 Mortise Cylinder

1 - SC81 x 689 Falcon Door Closer (Required for Fire Rating)

1 - W-14S x 17" Weatherstripping

1 - W-24S x 36" Brush Door Sweep

1 - CT12 (7") x 1/2" Rise x 36" Threshold

Lot Pricing ---- 1020.00 ✓

Add on for Walls wider than 7 1/4" ---- 25.00/ea.

18 Gauge Doors (Strongly Recommended) ---- 32.00/ea. ✓

Add on for H/D SC x 71 Door Closer ----- 50.00/ea. ✓

Add on for 10" Threshold ---- 15.00/ea. ✓

1,020.00

32.00

50.00

15.00

1,117.00

PST 78.19

GST 55.85

Total 1,251.04

Please note for two doors, the price is \$2502.00

GST INCLUDED <input type="checkbox"/> EXTRA <input checked="" type="checkbox"/>	GLAZING INCL. <input type="checkbox"/> EXTRA <input checked="" type="checkbox"/>	PRE-PAINT INCL. <input type="checkbox"/> EXTRA <input checked="" type="checkbox"/>
PST INCLUDED <input type="checkbox"/> EXTRA <input checked="" type="checkbox"/>	INSTALL INCL. <input type="checkbox"/> EXTRA <input checked="" type="checkbox"/>	CRATING INCL. <input type="checkbox"/> EXTRA <input checked="" type="checkbox"/>
FOB: DOORTECH - KELOWNA <input checked="" type="checkbox"/>	PRE-HANG INCL. <input type="checkbox"/> EXTRA <input checked="" type="checkbox"/>	

Notes: - All quotes are valid for a period of thirty days from the date originally submitted.

- After order confirmation is received and production is complete, material will be invoiced 30 days thereafter if not picked up/shipped.

Neil Perrier
nperrier@doortechltd.ca



Interior Sales Group
 8104 Evans Rd
 Chilliwack, British Columbia
 V2R 5R8 Canada
 Phone: (604) 792-6700
 Toll Free: (877) 606-1166

Estimate

Bill to: SCHM3800
Schmidt, Jasmine
 Phone: Other:
 TBD
 KELOWNA, British Columbia

Ship to: TBD
 KELOWNA, British Columbia

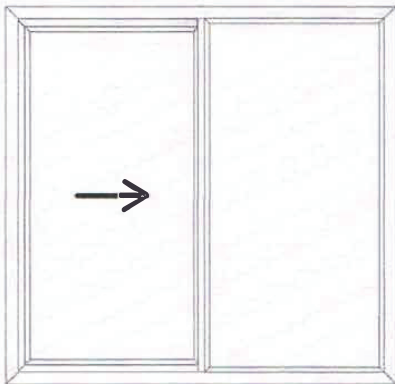
ALL PRODUCTS DISPLAYED ON THIS REPORT ARE VIEWED FROM THE EXTERIOR

Estimate date	Estimate number
07/13/2018	40064-1
Request date	PO#
(Approximate) 07/30/2018	Harald
Project Consultant	Last Modified By
Jasmine Schmidt	Jasmine Schmidt
Terms	
50% Deposit/Balance 2 business days before delivery	
Project	Construction Stage
	Renovation
Notes	

Pick Up Kelowna Showroom
 Screen Included
 High Performing Double Glazed with LowE270 & Argon
 Metal White Automatic Lock

Line #	Description	Quantity
1	2000 Series	1

Comment: Location : Not Specified



Details

2000 Series (Crating: None)
 Location: None
 Overall dimension: 47 1/4" X 47 1/4"
 Exterior Trim: None
 Exterior color: White
 Interior color: White
 Egress Type: None

2000 Series Slider

Opening: XO
 Non standard Division: Equal halves, standard
 Number of sections: 2
 Sash 1:
 Sealed unit:
 Standard Fill, Clear STOCK-3mm-Annealed in, LE 270 STOCK-3mm-Annealed out
 Standard, U-Value: 0.28 Imperial, 1.59 Metric, SHGC: 0.3
 Protect Film: None
 Lock Type: Metal White
 Screen:
 Aluminum Frame
 Install screen at lockup: No
 White
 Fixed 2:
 Sealed unit:
 Standard Fill, Clear STOCK-3mm-Annealed in, LE 270 STOCK-3mm-Annealed out
 Standard, U-Value: 0.28 Imperial, 1.59 Metric, SHGC: 0.3
 Protect Film: None



No: 40064-1

Total quantity 1Subtotal \$355.30

50 2 doors 397.94 x 2 = 795.88

GST Extra 17.7
PST Extra 29.8275
397.94

It is agreed that the PST liability on the goods listed in this contract is transferred to the customer. This proposal is subject to engineering requirements and/or approval
Quote valid for 30 days from original quote date

This order does not constitute a binding contract until it has been accepted by Westeck management. **Please read carefully** - Review all sizes to insure these are the units you require, quantities are correct and you agree to the price and terms. We will not be responsible if the above units are different from the plans. Nonstandard items cannot be returned for credit. Orders will not be processed, nor do lead times start till all required choices and specifications have been provided, order signed and deposit paid. Prices are valid for 30 days. Any job not shipped within 150 days (five months) of order placement, as well as engineering changes or requirements may be subject to price adjustments.

The purchaser acknowledges that he/she has read all terms, conditions and warranties. Reference:
www.westeckwindows.com/warranty-information

Exterior doors must be sealed all 6 (six) sides within 72 hours of shipment to receive warranty.

Order Confirmation

Signature:	
Print Name:	Date:
Cust PO:	Date Req'd:

50% deposit required on ALL COS ORDERS.
Balance due prior to shipping.

To convert to order ☐ Please sign, issue P.O. # and fax back to us.

October 24, 2018

WESTBRIDGE RECREATION SOCIETY

COST OF SHEET METAL FOR ROOF AND SIDING

Criteria:

- Building is 26' x 40'
- Roof Pitch is 4/12
- Sheet metal is Dryaclade (coloured) 36" width at \$3.45 per linear foot (Quote from Freeman's)
- Height of roof at center is 5'
- Overhang is 2' on each side
- Building is 8' with 3' for skirting and plates.

Materials:

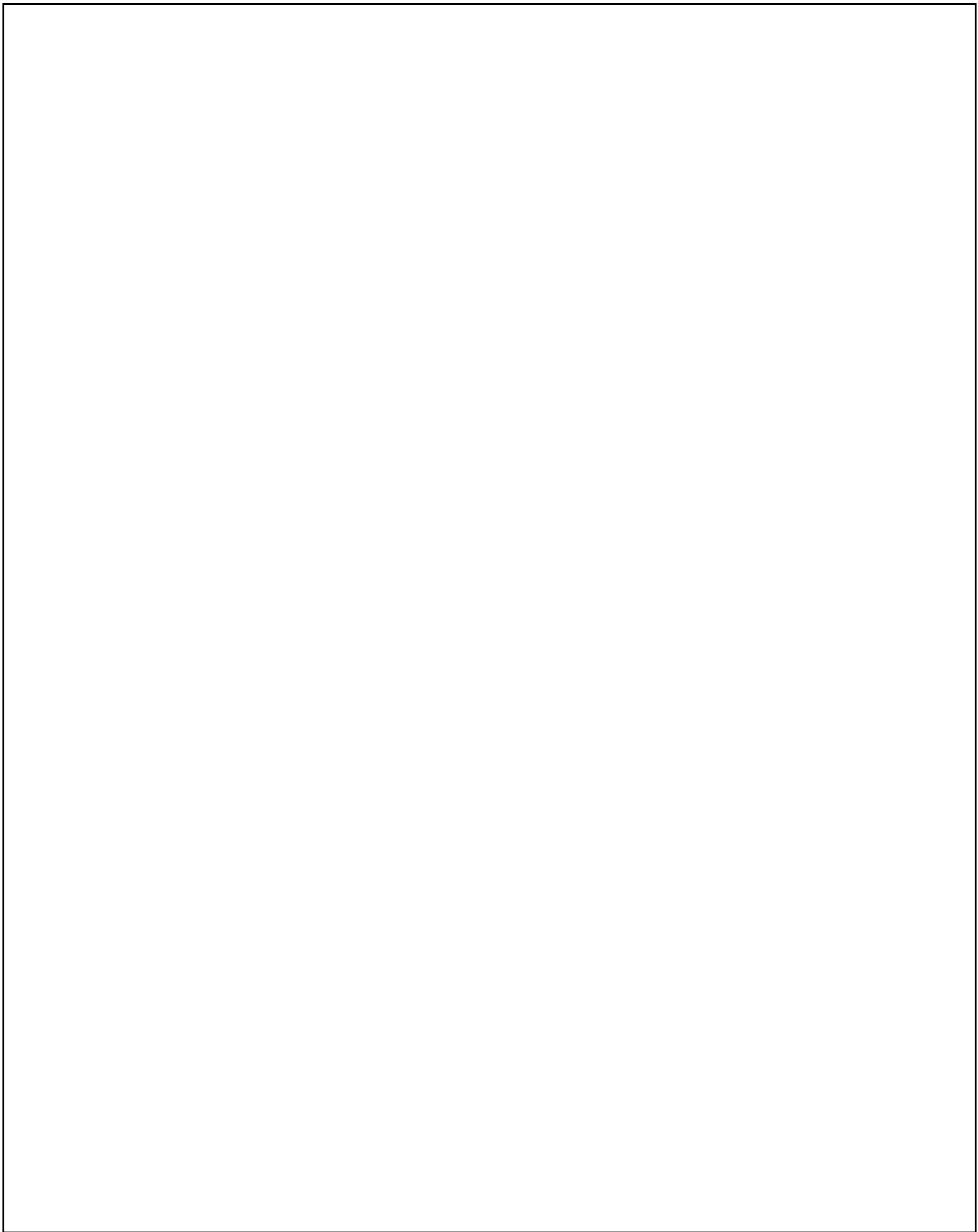
- Roof
 - Length on each side is 15' 10"
 - Need 15 sheets on each side for a total of 30 sheets
 - Total length required would be 30 x 15' 10" = 474.6 feet.
 - Total cost would be 474.6' x \$3.45/ft = \$1,638.
- Siding
 - Perimeter of the building is (26' + 40') x 2 = 132'.
 - Need 44 sheets 11' long.
 - Total length required would be 44 x 11' = 484 feet.
 - Total cost would be 484' x \$3.45/ft. = \$1,670.

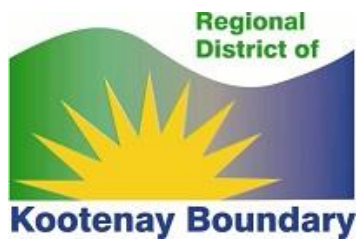
Total material cost would be \$1,638 + \$1,670 = \$3,308

GST	\$ 166
PST	\$ 232

Total cost	\$3,706
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**Freeman's - Rock
Creek, BC**





STAFF REPORT

Date: 12 Dec 2018 **File** ES - Admin
To: **Chair Russell and Members of the RDKB Board of Directors**
From: Goran Denkovski, Manager of Infrastructure and Sustainability
Re: Fortis Funded 2 Year Temporary RDKB Exempt Senior Energy Specialist Position

Issue Introduction

A staff report from Goran Denkovski, Manager of Infrastructure and Sustainability regarding Fortis BC funding an RDKB temporary 2 yr Exempt Senior Energy Specialist staff position.

History/Background Factors

At the October 26, 2017 Board meeting the following resolution was carried.

Moved: Director Rotvold Seconded: Director Russell

That staff be instructed to contact Fortis BC to investigate the Fortis BC Pilot Senior Energy Specialist Program to the RDKB. FURTHER that the Board also remain aware of, and consider the possible impacts this matter may bring to RDKB staff time and RDKB Budget discussions.

FortisBC's Climate Action Partners Program is designed to assist B.C. local governments and other organizations in developing, promoting and delivering low carbon energy solutions throughout B.C. As such, the program mandate is to help B.C. local governments and organizations reach their climate action objectives through the use of FortisBC's low carbon energy solutions in areas such as energy efficiency and conservation, natural gas for transportation, and renewable natural gas (RNG).

FortisBC works with partners to establish a robust work plan that is tailored to the unique needs and opportunities of each organization. The Climate Action Partners

Program provides funding to provide a full-time resource within the organization to act as a champion and project manager for low carbon natural gas and renewable natural gas energy opportunities, lead policy development and implementation as sustainability and energy plans are refreshed, and to raise awareness of FortisBC's programs and available incentives throughout the organization and community. The Senior Energy Specialist's (SES) performance is reviewed via quarterly progress meetings and an annual performance review against the work plan.

The SES's primary objectives are?

1. Implement action items and outcomes that work toward achieving the organization's energy and climate action objectives.
2. Increase corporate/community participation and awareness of FortisBC's programs, particularly in the areas of conservation and energy management (C&EM), natural gas for transportation (NGT), and renewable natural gas (RNG).
3. Strategically advance the development of low carbon natural gas and renewable natural gas initiatives that move the organization/community toward a low carbon energy future.

The SES enables the local government or organization to identify and implement low carbon energy and energy management opportunities at the corporate level and community-scale, which will assist residents, businesses and municipalities to save energy and costs while building long-term energy resiliency. This dedicated resource is hired to:

- Assist in the development and implementation of energy and emissions plan(s) to reduce energy consumption and GHG emissions—whether corporately, in the community, or both;
- Strategically advance the development of low carbon natural gas and renewable natural gas initiatives that move the community or organization toward a low carbon energy future;
- Act as a project manager for key energy initiatives, leading cross-departmental teams and working with external partners to successfully deliver projects that reduce energy consumption; and
- Build energy knowledge and awareness within the community or organization pertaining to FortisBC's low carbon energy services, programs and incentives.

FortisBC will provide the RDKB funding in an amount equal to 100% of the SES Salary, up to the maximum amount of \$100,000 for each twelve month period commencing from the date of appointment of the Senior Energy Specialist.

Implications

The Senior Energy Specialist would report to Goran Denkovski, Manager of Infrastructure and Sustainability and will be budgeted through the General Administration Budget (001) 2019 - 2023 5 Yr Financial Plan. The \$100,000 funding per year for 2 years would include benefits.

Advancement of Strategic Planning Goals

Environmental Stewardship/Climate Preparedness

- We will plan for climate change adaptation and mitigation

Background Information Provided

1. Fortis BC Senior Energy Specialist Contribution Agreement (including workplan)

Alternatives

1. That the RDKB Board of Directors direct Staff to enter into agreement with Fortis BC to 100 % fund a Senior Energy Specialist position over a 2 year period.
2. That the RDKB Board of Directors not receive the report.

Recommendation(s)

That the RDKB Board of Directors direct Staff to enter into agreement with Fortis BC to 100 % fund a Senior Energy Specialist position over a 2 year period.

SENIOR ENERGY SPECIALIST FUNDING AGREEMENT

THIS AGREEMENT made as of ____ December 5, 2018 _____, (the “Effective Date”)

BETWEEN:

FORTISBC ENERGY INC., 16705 Fraser Highway, Surrey, B.C. V4N 0E8

(“FortisBC”)

AND:

REGIONAL DISTRICT OF KOOTENAY BOUNTARY, 202 – 843 Rossland Ave, Trail BC, V1R 4S8

(the “Recipient”)

WHEREAS:

- A. FortisBC operates a Senior Energy Specialist Program (the “Program”) to assist eligible participants with hiring, as an employee, a person to act as a champion and project manager for natural gas and electricity-related energy opportunities, to lead policy development and implementation as eligible participants refresh their sustainability and energy plans, and to raise awareness of and participation in FortisBC’s programs and available incentives.
- B. The Recipient wishes to participate in the Program, and FortisBC has agreed to make a financial contribution to the Recipient’s participation in the Program, on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. Program Performance

- 1.1. **Performance of Services.** The Recipient, through its Senior Energy Specialist (as defined below), will perform the Services described in Schedule A (the “Services”) for a period of two (2) years, calculated from the date of appointment of the Senior Energy Specialist, to meet the objectives established in Schedule A (the “Program Goals”). The Recipient acknowledges and agrees the Recipient is solely responsible for Services and the implementation of any energy saving measures recommended by the Senior Energy Specialist.

1.2. Appointment of Senior Energy Specialist.

- (a) To complete the Services, the Recipient, subject to the prior written approval of FortisBC, will retain a Senior Energy Specialist (the “Senior Energy Specialist”) having the qualifications set out in Schedule B (the “Qualifications”) or such other qualifications as approved by FortisBC pursuant to section 1.3.
- (b) The Recipient, as required by and in accordance with applicable privacy laws, will obtain written consent from any proposed Senior Energy Specialist (in the form provided or approved by FortisBC), authorizing the Recipient to disclose to FortisBC, and consenting to FortisBC collecting, such person’s personal information (including education, professional designations, work

history, resume or other proof such person meets the Qualifications and, if selected, salary, benefits, expenses and training information).

- (c) Despite any FortisBC approval of the Senior Energy Specialist, any input given by FortisBC with respect to the performance of the Services or any funding provided by FortisBC to the Recipient, the Recipient acknowledges and agrees the Recipient is solely responsible for the Senior Energy Specialist, including (1) the actions, skills, qualifications, abilities, work or workmanship of the Senior Energy Specialist; (2) the terms of engagement of the Senior Energy Specialist, including retention, supervision and termination, and (3) the performance of the Services by the Senior Energy Specialist, including any decisions and directions related to such performance. The Recipient acknowledges and agrees that FortisBC makes no representations or warranties with respect to the services, actions, qualifications, abilities, work or workmanship of the Senior Energy Specialist.

- 1.3. **Alternate Qualifications.** If the Recipient is unable to retain a person who meets all of the Qualifications, FortisBC may, in its sole discretion, approve a proposed Senior Energy Specialist not meeting all of the Qualifications, provided that, in such event, FortisBC may alter the amount and manner of funding provided to the Recipient.
- 1.4. **Resources.** The Recipient will provide the necessary facilities, resources and support, including access to records and to the Recipient's premises where energy measures are being considered and intended to be implemented (the "**Premises**"), to enable the Senior Energy Specialist to perform the Services.
- 1.5. **Training.** The Recipient will ensure the Senior Energy Specialist attends and successfully completes any training courses identified by FortisBC as relevant to the performance of the Services.
- 1.6. **Costs.** The Recipient is responsible for the payment of all costs and expenses related to the performance of the Services, including the salary, expenses and training costs of the Senior Energy Specialist.
- 1.7. **Service Review.** FortisBC may, at any time and from time to time at FortisBC's sole discretion, review the performance of the Services, including conducting site visits of the Premises upon 24 hours' notice to the Recipient or the Senior Energy Specialist.

2. PROGRAM DELIVERABLES

- 2.1. **Quarterly Reports.** The Recipient will deliver to FortisBC quarterly progress reports (in a format and containing the content specified, provided or approved by FortisBC) (each, a "**Report**") within the timelines identified in Schedule A for FortisBC's review and approval. Each Report, at a minimum, shall set out:
- (a) details of the Senior Energy Specialist's progress in performing the Services, including highlighting achievements and identifying barriers or constraints to delivery of the Services;
 - (b) progress against the work plan set out in Schedule A;
 - (c) quantifying potential and achieved energy savings, where applicable;
 - (d) quantifying potential and achieved greenhouse gas emissions reductions, where applicable;
 - (e) tracking Recipient's participation in FortisBC programs for conservation and energy management, natural gas for transportation or renewable natural gas, where applicable; and
 - (f) any other information reasonably required by FortisBC to ensure compliance with this Agreement and progress towards achieving Program Goals;

and, in addition to including the foregoing information, the Report for each 4th quarter will be submitted along with or will be followed by (within a reasonable period of time thereafter as agreed by FortisBC):

- (g) accounting records or a letter from human resources department providing proof of the total salary (including any benefits, training and expenses) paid by the Recipient to the Senior Energy Specialist for performance of the Services (the “**SES Salary**”);
- (h) any other information reasonably required by FortisBC as evidence to confirm the accuracy of the Reports and to determine the amount of funding payable by FortisBC pursuant to this Agreement.

2.2. **FortisBC Review.** FortisBC may, in its reasonable discretion, accept or reject all or any part of the information submitted to FortisBC pursuant to this Agreement and will notify the Recipient, within fifteen (15) days of receipt of information, whether FortisBC accepts or rejects such information or requires the Recipient to submit additional information.

2.3. **Effect of FortisBC Approval.**

- (a) The Recipient acknowledges and agrees any review or approval by FortisBC of any Report or any other information submitted to FortisBC pursuant to this Agreement is for FortisBC’s sole purpose, including to determine the Recipient’s eligibility to receive funding pursuant to this Agreement. Under no circumstances will FortisBC’s review or approval constitute any representation or warranty by FortisBC that the information is accurate or suitable for any other purpose, and any inference to the contrary is hereby disclaimed by FortisBC.
- (b) The Recipient further acknowledges and agrees that FortisBC is not responsible for, and as a result of its input, review or approval of the Reports or any other information provided by the Recipient to FortisBC, makes no representations or warranties with respect to such Reports and information, including the suitability, merchantability or fitness of any of the features incorporated in the Reports, the fitness of any design, the expected or anticipated energy load reduction, or that any measures included in the Reports will satisfy the requirements of any law, rule specification or contract.

2.4. **Evaluation of Implemented Measures.** To evaluate the energy savings realized by the Recipient upon implementing programs and other measures identified or developed by the Senior Energy Specialist (the “**Implemented Measures**”) at the Premises, the Recipient agrees to permit FortisBC to audit the effectiveness of the Implemented Measures and their alignment with the Program Goals, and, for the purposes of conducting such audit, the Recipient hereby permits FortisBC to:

- (a) retrieve and analyze the Recipient’s billing, energy use and consumption information (collectively, the “**Consumption Information**”) from the FortisBC account database for a period of two (2) years prior to Effective Date and two (2) years following the date FortisBC makes the final funding payment;
- (b) retain one or more third parties to conduct all or part of such audit (each, an “**Auditor**”);
- (c) disclose to the Auditor the Consumption Information, the Reports and any other information submitted to FortisBC by the Recipient pursuant to this Agreement, or requested from the Recipient by FortisBC in order to facilitate such audit (which shall be promptly provided by the Recipient to FortisBC upon request), subject to compliance by the Auditor with the confidentiality obligations set out in section 4;

- (d) upon forty-eight (48) hours prior written notice, conduct site visit(s) of the Premises (including with the Auditor) to inspect the Implemented Measures.

3. FORTISBC FUNDING AND PAYMENT

- 3.1. **Amount of Funding.** Subject to section 3.4 (*Early Termination*), FortisBC will provide the Recipient funding in an amount equal to 100% of the SES Salary, up to the maximum amount of **\$100,000** (the “**Maximum Funding Amount**”) for each twelve month period commencing from the date of appointment of the Senior Energy Specialist (a “**Service Year**”). The amount of funding provided by FortisBC to the Recipient is inclusive of all applicable taxes and the Recipient is solely responsible for the remittance of taxes, if any, applicable to the FortisBC funding.
- 3.2. **Payment.** FortisBC shall remit funding to the Recipient in the following manner for each Service Year:
 - (a) 25% of the Maximum Funding Amount within thirty (30) days of FortisBC’s approval of the first Quarterly Report;
 - (b) 25% of the Maximum Funding Amount within thirty (30) days of FortisBC’s approval of the second Quarterly Report;
 - (c) 25% of the Maximum Funding Amount within thirty (30) days of FortisBC’s approval of the third Quarterly Report; and
 - (d) subject to adjustment pursuant to section 3.3 (*Adjustment to Final Payment*), 25% of the Maximum Funding Amount within thirty (30) days of FortisBC’s approval of: (1) the fourth Quarterly Report; and (ii) the additional information submitted pursuant to sub-sections 2.1(g) and (h).
- 3.3. **Adjustment to Final Payment.** FortisBC, at its sole and absolute discretion, may reduce the final funding payment for each Service Year to equal the amount of the SES Salary less the sum of all funding payments previously made by FortisBC to the Recipient for the preceding three quarters.
- 3.4. **Early Termination.** If, at any time during the Term:
 - (a) the Recipient fails to comply with any material term or condition of this Agreement, including failure to submit Reports in accordance with section 2.1;
 - (b) the Senior Energy Specialist’s employment with the Recipient is terminated or comes to end without any replacement Senior Energy Specialist being retained by the Recipient; or
 - (c) the Senior Energy Specialist ceases to perform the Services in whole or in part; or
 - (d) FortisBC, acting reasonably, determines any other event or circumstance pertaining to the Recipient or Senior Energy Specialist warrants withdrawal of its financial assistance;

FortisBC may at its sole discretion, and in addition to any other right or remedy available to FortisBC, terminate this Agreement upon ten (10) days’ written notice to the Recipient, whereupon FortisBC will have no further obligation to make any further payments to the Recipient and FortisBC may further require the Recipient to return any amounts paid by FortisBC to the Recipient, in whole or in part, within ten (10) days of FortisBC request.

4. CONFIDENTIALITY

- 4.1. From the Effective Date and continuing for a period ending two (2) years following expiration of this Agreement, FortisBC will keep confidential the contents of the Reports and any business, technical or

financial information submitted to FortisBC by the Recipient or the Senior Energy Specialist that is marked as "CONFIDENTIAL" at the time of submission (the "**Confidential Information**") and FortisBC will not disclose the Confidential Information except as may be required by law, for the purposes of regulatory submissions or in response to regulatory requests for information, or as permitted by the Recipient. Confidential Information does not include, and this Agreement has no application to, information that is lawfully disclosed to FortisBC by a third person who has the right to make such disclosure without violating any confidentiality obligation to the Recipient, is clearly demonstrable to have been independently developed by FortisBC prior to disclosure by the Recipient, or is in, or comes into the public domain, other than through violation of this Agreement.

5. INDEMNIFICATION

- 5.1. The Recipient shall indemnify and save harmless FortisBC, its directors, officers, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all claims, damages, losses, costs and expenses which any of the Indemnified Parties may at any time incur or suffer as a result of or arising out of:
- (a) any injury to persons (including death) or loss of or damage to property which may be or be alleged to be caused or suffered as a result of this Agreement, including but not limited to preparation or implementation of the Reports and the acts or omissions of the Senior Energy Specialist; and
 - (b) any claim, demand or action made by a third party, including but not limited to injury to persons (including death) or in respect of materials or services provided by a third party or a subcontractor, against any of the Indemnified Parties based upon FortisBC providing financial assistance under this Agreement.
- 5.2. This section will survive expiry or earlier termination of this Agreement.

6. GENERAL

- 6.1. **Term.** This term of this Agreement will commence on the Effective Date and will terminate two (2) years following the date FortisBC makes the final funding payment (the "**Term**").
- 6.2. **Notice.** Any notices or other communication required to be given or made pursuant to the Agreement shall, unless otherwise expressly provided herein, be in writing and shall be personally delivered to or forwarded by postage prepaid mail to either party at its address set forth below:

TO FORTISBC:

FORTISBC ENERGY INC.
16705 Fraser Highway, Surrey, B.C. V4N 0E8
Attention:
Kara Chan,
Public Policy Advisor

TO THE RECIPIENT:

**REGIONAL DISTRICT OF KOOTENAY
BOUNDARY**
202 843 Rossland Ave. Trail, B.C., V1R 4S8
Attention:
Goran Denovski,
Manager of Infrastructure and Sustainability

- 6.3. **FortisBC Recognition.** The Recipient will recognize FortisBC's financial contribution in any advertisements or promotional materials relating to the Program or implementation of any Implemented Measures in fair and accurate terms; provided that the Recipient will not use any logos, copyright, trademarks or trade names of FortisBC without FortisBC's prior written consent.
- 6.4. **Survival.** Any rights and obligations of the parties which are expressly stated to survive termination or which by their nature are continuing rights and obligations, will survive termination of this Agreement.
- 6.5. **Cooperation.** FortisBC and the Recipient agree to provide all reasonable cooperation to the other party in their mutual objective to successfully implement measures that meet Program Goals.
- 6.6. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia.
- 6.7. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with regard to the subject matters dealt with herein, and no understanding or agreements, oral or otherwise, exist between FortisBC and the Recipient except as contained in this Agreement.
- 6.8. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination does not impair or affect the validity, legality or enforceability of any other provision of this Agreement.
- 6.9. **Assignment.** The Recipient shall not assign its rights and obligations under this Agreement without the prior written consent of FortisBC, which consent shall not be unreasonably withheld. FortisBC may assign this Agreement, or parts thereof, to any of its affiliated entities.
- 6.10. **Amendments.** This Agreement may not be modified except by a writing signed by both parties.
- 6.11. **Time of Essence.** Time is of the essence in this Agreement.
- 6.12. **Execution.** This Agreement may be executed in counterparts, each of which shall be deemed as an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic transmission hereof shall be as effective as delivery of an originally executed counterpart hereof.

IN WITNESS WHEREOF the duly authorized representatives of each party have executed this Agreement on the dates written below.

FORTISBC ENERGY INC.

**REGIONAL DISTRICT OF KOOTENAY
BOUNDARY**

Per:



Authorized Signatory

Print Name: Kara Chan

Title: Public Policy Advisor

Date: December 5, 2018

Per:

Authorized Signatory

Print Name: Goran Denkovski

Title: Manager of Infrastructure and
Sustainability

Date:

Schedule A
Senior Energy Specialist Program Goals and Services

1. PROGRAM GOALS

The Senior Energy Specialist will fulfill the following primary goals:

- (a) Identify areas in the Recipient's organization where FortisBC's programs and services can assist in achieving the Recipient's energy objectives.
- (b) Increase corporate and community participation in FortisBC's programs, particularly in the areas of conservation and energy management ("**C&EM**"), natural gas for transportation ("**NGT**"), and renewable natural gas ("**RNG**").
- (c) Strategically advance the development of policies and programs that move the Recipient and Recipient's community toward a low carbon energy future.

2. SERVICES

The Senior Energy Specialist will perform the following Services:

- Lead policy development and implementation to advance low carbon energy initiatives (for example by supporting analysis of step code adoption, where applicable);
- Develop and execute plans to raise corporate and community awareness of FortisBC programs and incentives for low carbon energy solutions including C&EM, NGT and RNG;
- Identify issues, gaps and opportunities through technical analyses and liaising with staff and key partners;
- Act as a champion and project manager for key energy initiatives;
- Explore and develop business cases around natural gas, NGT and RNG-related projects, including all necessary analytical work, and presenting findings and recommendations to the Recipient's internal management and/or advisory committees;
- Manage, negotiate and coordinate projects, programs and related grants and contracts with government, utility, and other community partners;
- Where applicable, oversee consultant selection processes and guide project contractors;
- Where applicable, ensure all necessary applications and invoices are submitted to FortisBC for C&EM or NGT program incentives;
- Prepare and submit Quarterly Reports to FortisBC;
- Perform the functions and duties necessary to implement the work plan attached to this Schedule A; and
- Perform other related duties as required.

3. QUARTERLY REPORT DUE DATES

Quarterly Reports are due in 3-month intervals starting from the date of appointment of the Senior Energy Specialist or such other dates as agreed between the parties.

WORK PLAN

OVERVIEW

This work plan outlines tasks and deliverables for a Senior Energy Specialist position at Regional District of Kootenay Boundary (RDKB).

CURRENT STATE

The Regional District of Kootenay Boundary is taking climate action seriously. The entire RDKB is served by FortisBC’s electrical utility, and except for the most rural areas and Big White, the RDKB is served by FortisBC natural gas. Of note the Boundary communities of Midway, Greenwood, Grand Forks and unincorporated areas of Big White, Beaverdell, Rock Creek and Christina Lake are not situated in the Columbia Basin. Thus, RDKB-wide initiatives, that include the Boundary area, do not qualify for Columbia Basin Trust funding.

- The RDKB unincorporated areas *Community* GHG reduction target is 33% below 2007 levels by 2020.
- The RDKB unincorporated areas *Corporate* GHG reduction target is 33% below 2008 levels by 2021. (in 2015, RDKB met 16% reductions in operations)

To achieve these GHG reduction targets, the RDKB has implemented these program and action plans:

- Active participation in Carbon Neutral Kootenays (2009-2014), a collaborative regional approach to “Measure, Act and Lead” in corporate emission reductions for the Regional District and the eight member municipalities.
- Active participation in Kootenay Energy Diet (2013), a regional approach for RDKB and member municipalities to support homeowner energy retrofits and access FortisBC rebate programs.
- Active participation in Accelerate Kootenays, a regional collaboration and Canada’s first community driven electric vehicle charging infrastructure network.
- Developed a SCEEP (Strategic Community Energy and Emissions Plan) for unincorporated areas of RDKB adopted in 2016.
- Introduced organics collection service with high participation green bin rate and one of the only rural programs in BC.
- Lead by example corporately with upgrades to the RDKB Administration Building as LEED Silver, and various corporate sustainability policies.
- Enacted the RDKB Climate Action Reserve Fund Bylaw in working towards carbon neutrality under the BC Climate Action Charter and Carbon Neutral Framework and as such established an internal price for carbon in lieu of purchasing external offsets.
- Updated the Corporate Greenhouse Gas Reduction Action Plan in 2016.
- Member of the Federation of Canadian Municipalities (FCM-ICLEI) Partners for Climate Protection Program since October 2017 and has reached Milestones 4 in both the Community and Corporate Categories.
- Engaged with the Community Energy Association (CEA) for regular support on SCEEP and Corporate Actions at a regional level.
- Involved with “Smart Kootenays: Travel Smart, Travel Safe, Travel Virtual” campaign.
- Supportive of the West Kootenay EcoSociety’s 100% Renewable Kootenays by 2050 campaign.

A key action item from the RDKB’s SCEEP was to introduce organizational structure to act on Climate Change. A full time Senior Energy Specialist will continue the RDKB’s regional approach to GHG reductions and promote long-term deep community engagement and eventual cultural change to a low carbon future.

OBJECTIVES

The primary objective of the Senior Energy Specialist is to support the development of policies, programs and actions to move the unincorporated areas of RDKB and its eight member municipalities (Midway, Greenwood, Grand Forks, Rossland, Warfield, Trail, Montrose and Fruitvale) towards a low carbon energy future. To help achieve this program objective the incumbent will:

- Support a regional approach to identify and implement low carbon energy initiatives through education and promotion of FortisBC's low carbon and energy efficiency/conservation solutions.
- Identify and report on the areas in the RDKB where FortisBC programs and services can assist in achieving the organizations' GHG emission reduction targets and energy conservation.
- Increase corporate and community participation in programs offered by FortisBC electricity and natural gas. This includes investigating opportunities in natural gas for transportation (NGT), renewable natural gas (RNG), and conservation and energy management (C&EM).
- Provide advice and advance the development of policies, bylaws and programs that move the RDKB and member municipalities toward a low carbon energy future.

WORK PLAN

Tasks	Deliverables (Year 1)	Future Tasks & Deliverables
DEMAND SIDE MANAGEMENT		
<u>Corporate</u> <ol style="list-style-type: none"> 1. Perform energy audits on corporate facilities and include inventory of all major energy equipment (HVAC, boilers, furnaces, DHW heaters, pumps, radiant heaters, controls, etc.) to identify priority natural gas and electric upgrades at top 5 facilities. 2. Ensure that all natural gas and electric upgrades utilize FortisBC incentives. 3. Develop corporate conservation education programming and activities for staff members. <u>Community</u> <ol style="list-style-type: none"> 4. Promote existing and upcoming FortisBC C&EM programs by leveraging municipal touch points to provide information and awareness of FortisBC C&EM programs with a focus on residential and commercial sectors. 	<u>Corporate</u> <ol style="list-style-type: none"> 1. Building energy retrofit plans for top 5 priority facilities (Grand Forks Aquatic Centre, Greater Trail Community Centre, Beaver Valley Arena, Trail Waste Treatment Plant and Grand Forks Arena). 2. Complete at least one RDKB NG upgrade that leverages FortisBC incentives Complete at least one RDKB electric upgrade that leverages FortisBC incentives 3. Leverage at least one Conservation Education and Outreach funding request for conservation programming. 	<u>Corporate</u> <ul style="list-style-type: none"> • Participate in additional FortisBC commercial incentive programs based on recommendations from priority 5 facilities. • Leverage additional CEO funding requests. • Meet Milestone 5 of the FCM-ICLEI PCP program in Community and Corporate. <u>Community</u> <ul style="list-style-type: none"> • Continue to achieve Milestones in the FCM-ICLEI Partners for Climate Protection Program.

<p>5. Develop a region wide approach to implementing Step Code, include integration of FortisBC new home incentives and a sustainability checklist.</p> <p>6. Prepare for a regional Residential Energy Efficiency Program that leverages FortisBC Home Renovation Rebates.</p>	<p><u>Community</u></p> <p>4. Increase participation in C&EM programs through education and outreach; identify and track increased participation (i.e. through tracking mechanism) in the form of a report/memo.</p> <p>5. Report on region-wide approach to implementing Step Code and promotion of FortisBC new home incentives.</p> <p>6. Report/Memo outlining work with neighbouring RDCK to prepare the RDKB for introduction of a regional REEP (Residential Energy Efficiency Program) that leverages FortisBC incentives.</p>	<ul style="list-style-type: none"> • Ongoing promotion to the community of C&EM programs and Portfolio Manager. • Launch of the RDKB REEP program • Prepare a Big White Area SCEEP • Replace area streetlights with LED. • Investigate feasibility for community solar gardens. • Work with FortisBC to develop an LED streetlight replacement strategy for the RDKB, rural areas and member municipalities.
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TRANSPORTATION

<p><u>Corporate</u></p> <p>1. Identify pathway for low carbon fleet management plan including reviewing EV infrastructure and CNG opportunities for fleet conversion. Consider full life cycle when considering new fleet purchase.</p> <p>2. Explore opportunities within City's supply chain (vendors) to promote fleet fuel conversion.</p>	<p><u>Corporate</u></p> <p>1. Report on key outcomes from low carbon fuel transportation; topics may include vehicle composition in RDKB, policy landscape in transportation sector, attributes of alternative fuel technologies, emission impacts.</p> <p>2. Renew corporate Fleet Management Policy in RDCK and member municipalities</p>	<ul style="list-style-type: none"> • Continue to Implement clean vehicle fleet management plan. • Work with FortisBC on feasibility to establish a regional CNG fueling station. • Implement Active Transportation plan. • Partner in the Smart Kootenays program.
<p><u>Community</u></p> <p>3. Review of CNG fleet conversion opportunities within the RDKB, member municipalities and neighbouring public fleets.</p> <p>4. Support development of active transportation networks and transit improvements within RDKB and member</p>	<p><u>Community</u></p> <p>3. Contact list of potential businesses with fleets suitable for CNG fuel conversion.</p>	

<p>municipalities.</p> <p>5. Keep involved in the Smart Kootenays Travel Smart Travel Safe Travel Virtual initiative and regional transit authority.</p>	<p>4. Memo outlining work with multi-stakeholders to progress active transportation planning and infrastructure. This may include routes along Highways, Rail Trails and the Rossland to Trail pathway. Track meetings.</p> <p>5. Memo outlining recommendations on Travel Smart and Transit improvements as related to community planning.</p>	
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RENEWABLE NATURAL GAS

<p>1. Identify RNG supply opportunity at locations such as Trail waste water treatment plant and rural transfer stations, including feasibility of:</p> <ul style="list-style-type: none"> • RNG generation potential and methane capture • Facility cost and funding opportunities • Cost estimate analysis • Act as the District's first point of contact to work with FortisBC in conducting the necessary analysis for biogas feasibility <p>2. Act as Regional District's RNG champion by promoting education and awareness of RNG supply to District staff and community.</p> <p>3. Continue the momentum for organics waste diversion and collection for the RDKB and member municipalities.</p>	<p>1. Report on RNG supply opportunities in identified locations.</p> <p>2. Deliver at least one RNG educational activity to Regional and Municipal staff and community on RNG benefits (economic, environmental etc.)</p> <p>3. Report and strategy on collection and organic waste diversion progress and next steps.</p>	<ul style="list-style-type: none"> • Build business case towards RNG generation facility. • Region wide organics diversion program
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NATURAL GAS FOR REMOTE COMMUNITIES

1. Investigate the possibility of introducing FortisBC natural gas to rural areas. 2. Prepare for possibility of development of a separate SCEEP for the unincorporated area of Big White.	1. Investigate Natural Gas expansion to rural areas and be point of contact for any project facilitation or coordination 2. Memo reviewing funding opportunities to develop a Big White Area SCEEP.	
REPORTING AND ADMINISTRATION		
1. Prepare and deliver quarterly reports, presentations and updates. <ul style="list-style-type: none"> Support Regional District reporting requirements. Track participation in FortisBC's C&EM programs. Attend mandatory bi-annual Climate Action Partners training workshops Attend mandatory monthly peer network sharing calls 2. Present program information to Board and Municipal Councils.	1. Quarterly reports, presentations and updates , in accordance with program requirements and guidelines 2. Attend mandatory Climate Action Partners training and peer network activities 3. Bi-Annual Board and Municipal Council presentations on regional approach to project delivery, program components and community education on FortisBC programs and demand side management.	<ul style="list-style-type: none"> Ongoing Community, Board and Council outreach and education

Schedule B
Senior Energy Specialist Qualifications

1. MINIMUM EDUCATION

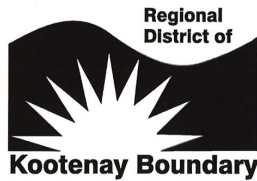
Candidates for the position of Senior Energy Specialist must possess a Bachelor's degree, in addition to at least one of the following degrees or certifications:

- Graduate degree in business, planning, public policy, sustainability, resource management or a related business field
- Registered Professional Engineer
- Registered Professional Planner
- Sustainable Energy Management credentials
- Certified Energy Manager designation

2. REQUIRED SKILLS AND EXPERIENCE

Candidates for the position of Senior Energy Specialist must also have a minimum of five (5) years of experience working in a field related to energy or sustainability that includes:

- Experience building and maintaining strong relationships
- Knowledge in energy management and program implementation
- Experience and interest in community engagement and collaborative initiatives
- Demonstrated ability to lead, facilitate and gain consensus with various stakeholders
- Experience in business case development and project management
- Excellent organizational, communication (verbal and written) and interpersonal skills
- Ability to work collaboratively with colleagues, partners and other stakeholders
- Experience with local government processes, relevant legislation and bylaws is preferred



STAFF REPORT

Date:	December 12, 2018	File #:	T-230-00460.200
To:	Chair Russell and members of the Board of Directors		
From:	Donna Dean, Manager of Planning and Development		
RE:	Referral for Proposed Cannabis Retail Store at 876 Rossland Avenue, Trail		

ISSUE INTRODUCTION

The City of Trail sent us a referral regarding an application to the Liquor and Cannabis Regulation Branch for a proposed retail store at 876 Rossland Avenue (*see attached Letter from Michelle McIsaac – November 26, 2018*).

HISTORY / BACKGROUND INFORMATION

The City of Trail has forwarded a referral letter to all owners or occupiers of property within 50 metres of the subject property and is asking for comments or concerns regarding the issuance of a licence. The City will be considering the application at its council meeting to be held on Monday December 10, 2018.



876 Rossland Avenue

Staff replied to the City stating that our interests or concerns are not affected (*see attached Letter to Michelle McIsaac – November 30, 2018*). The letter also stated that if the Board had further comments that they would be passed on to the City after the December 12th meeting.

Page 1 of 2

P:\PD\Municipal Properties\T-230-00460.200 RDKB Offices and Firehall\2018 Cannabis Retail Referral\2018-12-12_Trail Cannabis Referral_BOARD.docx

IMPLICATIONS

The commercial space at 876 Rossland Avenue has been vacant for a number of months. The establishment of a cannabis retail store should have minimal impact on the RDKB's operations or property interest.

RECOMMENDATION

That the staff report regarding the Referral for Proposed Cannabis Retail Store at 876 Rossland Avenue, Trail be received.

ATTACHMENTS

Letter from Michelle McIsaac – November 26, 2018

Letter to Michelle McIsaac – November 30, 2018



City of Trail

REGIONAL DISTRICT OF
KOOTENAY BOUNDARY

FILE #

NOV 27 2018

DOC #

REF. TO:

CC:

File #4320-55

November 26, 2018

Kootenay Boundary (Regional District)
202-843 Rossland Avenue
Trail, BC V1R 4S8

T-230-00460.200

Dear Sir or Madam:

RE: NON-MEDICAL CANNABIS RETAIL STORE LICENCE APPLICATION
– TRAIL BUD-A-BONG SHOP, 876 ROSSLAND AVENUE, TRAIL, BC

Gregory Amantea has applied to the Liquor and Cannabis Regulation Branch for a Non-Medical Cannabis Retail Store Licence proposed to be located at 876 Rossland Avenue. The proposed establishment name is Trail Bud-A-Bong Shop.

The applicant is requesting operating hours as follows:

Monday through Sunday 9:00 a.m. to 11:00 p.m.

Under the *Cannabis Control and Licensing Act*, the municipality is provided with a copy of the application for input purposes. The municipality must then seek the comment of the owners/occupiers of adjacent properties that may be affected by the application.

Because you are an owner or occupier of property within 50 metres of the subject property, the City of Trail is advising you of the application for a Non-Medical Cannabis Retail Store Licence at 876 Rossland Avenue.

If you have any comments or concerns regarding the issuance of the licence, please submit them to my attention and they will be taken into consideration when Trail City Council considers the application at the Regular Council Meeting to be held on Monday, December 10, 2018. In order for your comments or concerns to be included with the published agenda, they must be submitted by 12:00 p.m. on Wednesday, December 5, 2018 to the address below or by e-mail to mmcisaac@trail.ca.

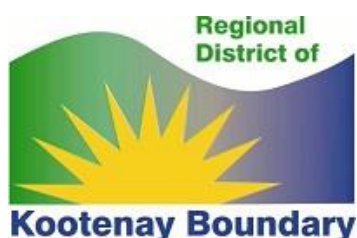
Sincerely,

m. mcisaac

Michelle McIsaac
Corporate Administrator

explore your
TRAIL

City Hall ♦ 1394 Pine Avenue, Trail, BC, Canada V1R 4E6 ♦ Telephone: (250) 364-1262 ♦ Fax: (250) 364-0830
Public Works ♦ Telephone: (250) 364-0840 ♦ Fax: (250) 364-0831
www.trail.ca ♦ eMail: info@trail.ca



STAFF REPORT

Date: 12 Dec 2018 **File**
To: Chair Russell and the Board of Directors
From: Tim Dueck - Solid Waste Program Coordinator
Re: Scrap Metal Recycling Contract Award

Issue Introduction

A Staff Report regarding the awarding of a contract to collect, process and recyclable scrap metal from RDKB solid waste facilities.

History/Background Factors

The RDKB diverts roughly 700 tonnes of scrap metal collected at transfer stations and landfills annually. This material is removed from the RDKB facilities and recycled under contract which is set to expire on December 31st, 2018. The current contract contains an extension clause, however the current contractor (Alpine Group) was not willing to extend the contract beyond its natural termination date under the existing terms and conditions due to significant changes in the scrap metal market. The scrap metal commodity market is tied to global commodity prices similar to other recyclable products that have been impacted by China and which are beyond the control of the RDKB and individual scrap hauling companies.

As a result, the RDKB initiated a Request for Proposal process to secure updated competitive bids. Proponents were asked to provide a proposal which detailed the cost of removal and recycling of metal materials from six RDKB solid waste landfills and transfer stations and was to include a verifiable formulae for sharing revenue.

Implications

Prior to the closing date and time, the RDKB received two compliant proposals. One from Alpine Group and the other from Tervita.

For comparison purposes, the table below shows revenue estimates using 2017 annual metal tonnages, the pricing models proposed as well as prices from fall 2018. It should be noted that while adequate for immediate comparison, the numbers

presented are not a reliable indicator of whether the RDKB will going forward generate revenue or have to pay for the recycling of scrap metal.

McKelvey Creek Landfill	Alpine Group	Tervita
Estimated Hauling Cost: 135 loads per year	\$17,000	\$20,925
Estimated Revenue: 333 tonnes	\$14,200	\$7,800
Difference	- \$2,800	- \$13,125
 Grand Forks Landfill	 Alpine Group	 Tervita
Estimated Hauling Cost: 38 loads per year	\$25,840	\$36,000
Estimated Revenue: 285 tonnes	\$12,130	\$6,640
Difference	- \$13,710	- \$29,360

The proposals also contained prices for the removal of scrap metals from transfer stations at Christina Lake, Rock Creek, Beaverdell, and the West Boundary Landfill on an annual basis. The proposed pricing for this work is not included in this analysis as these materials can be removed ideally at a time to coincide with favourable commodity prices.

Based on the financial models presented in the two proposals and the comparison analysis conducted, the proposal submitted by Alpine Group is considered to be the most favourable to the RDKB. As the financials of the agreement are tied to commodity prices, no final dollar amount is affixed to the awarded contract value. The contract term is for two years plus three months starting January 1st, 2019 and ending March 31, 2021.

Advancement of Strategic Planning Goals

The awarding of the scrap metals removal and recycling contract to industry specialists continues the RDKB's focus on good management and governance. The provision of scrap metal disposal services remains a core function of solid waste management.

Background Information Provided

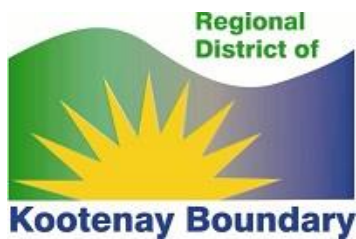
N/A

Alternatives

1. That the Board of Directors direct staff to award a contract to Alpine Group for the Removal, Transportation & Recycling of Scrap Metal commencing on January 1st, 2019 and ending on March 31, 2021 based on the submitted proposal received on December 4, 2018.
2. Not award a contract and direct staff to begin stockpiling scrap metal at RDKB solid waste management facilities.

Recommendation(s)

That the Board of Directors direct staff to award a contract to Alpine Group for the Removal, Transportation & Recycling of Scrap Metal commencing on January 1st, 2019 and ending on March 31, 2021 based on the submitted proposal received on December 4, 2018.



STAFF REPORT

Date: 12 Dec 2018
To: Chair Russell and Board of Directors
From: Janine Dougall, General Manager of Environmental Services
Re: Rock Creek Transfer Station and West Boundary Landfill - Operating Hours

File ES – Solid Waste

Issue Introduction

A Staff Report from Janine Dougall, General Manager of Environmental Services which provides follow-up information regarding vehicle usage statistics at the Rock Creek Transfer Station and West Boundary Landfill to allow consideration of potentially changing operating hours at the two facilities.

History/Background Factors

The hours of operation at the Rock Creek Transfer Station and West Boundary Landfill have been modified over the last number of years due to changes in solid waste disposal services provided to area residents.

When a number of unattended sites in the Boundary were closed, additional operating hours were added. The Rock Creek Transfer Station hours were extended by 4 hours per week, changing the Sunday closing time from 3 PM to 7 PM. At the West Boundary Landfill, an extra hour was added to the Saturday opening, changing the closing time from 4 PM to 5 PM.

In March of 2016 Environmental Services completed an assessment of vehicle usage at the Rock Creek Transfer Station and West Boundary Landfill. The previously extended hours had been in place for almost three years and there was sufficient data to determine usage. At the March 16, 2016 RDKB Committee of the Whole Meeting the following resolution was passed:

That the Regional District of Kootenay Boundary Board of Directors direct Staff to change the Sunday closing time of the Rock Creek Transfer Station to 5:00 PM, the Saturday closing time of the West Boundary Landfill to 4:00 PM. FURTHER that the

resulting changes to Staff hours be incorporated in the 2016-2020 Regional Solid Waste Five-year Financial Plan.

In March 2018, with the unattended Recycling Depots being closed in the City of Greenwood and the Village of Midway, Staff were requested to review the current operating hours at the West Boundary Landfill and Rock Creek Transfer Station. The analysis included data regarding vehicle count usage at the two solid waste management facilities as listed below:

Year	2015	2017
West Boundary Vehicle Count	2242	2478
Rock Creek Vehicle Count	4466	4105
West Boundary Average Per Month	186	207
Rock Creek Average Per Month	372	342

Based on the vehicle count comparison between 2015 and 2017 there was no significant change in site usage. Staff at the time did not expect increased site usage after the closing of the unattended recycling depots. This was due to:

1. Residents in the region have both curbside garbage and recycling pick up.
2. Site usage did not significantly increase when the RDKB closed unattended transfer stations.
3. Staff were anticipating less site usage with the full implementation of curbside organics and recycling throughout the West Boundary.

At the March 14, 2018 Board Meeting the following resolution was passed:

That the Board of Directors not alter the operating hours at the West Boundary Landfill and Rock Creek Transfer Station until such time Staff are able to monitor the vehicle usage at the facilities after the closing of the unattended recycling depots in the City of Greenwood and Village of Midway and report back to the Board using statistics in September 2018.

The following tables outline updated site vehicle use counts for the two solid waste management facilities to the end of November 2018.

West Boundary Landfill – Vehicle Count

Month	2015	2016	2017	2018	Notes
January			96	88	
February			89	87	
March			154	136	
April			219	242	
May			267	274	Unattended recycling bins removed in May 2018.
June			304	308	
July			313	371	
August			310	344	
September			281	278	
October			218	238	
November			122	191	
December			105	105	December number assumed to be the same as 2017 to allow for monthly average to be calculated.
Annual Total	2242	2252	2478	2662	
<i>Monthly Average</i>	<i>187</i>	<i>188</i>	<i>207</i>	<i>222</i>	

Rock Creek Transfer Station – Vehicle Count

Month	2015	2016	2017	2018	Notes
January			248	219	
February			190	196	
March			297	275	
April			411	381	
May			355	455	Unattended recycling bins removed in May 2018.
June			395	460	
July			502	492	
August			459	450	
September			357	445	
October			403	377	
November			270	303	
December			218	218	December number assumed to be the same as 2017 to allow for monthly average to be calculated.
Annual Total	4466	3972	4105	4271	
<i>Monthly Average</i>	<i>372</i>	<i>331</i>	<i>342</i>	<i>356</i>	

Based on the updated vehicle count data, there does not seem to be significant increase in the use of the two solid waste management facilities. It should be noted that the vehicle count data is not necessarily reflective of the use of the recycling bins as residents can access the recycling area without driving over the weigh scales. In conversations with RDKB staff, although there may be a slight increase in the use of the recycling bins, the increased use would not warrant or justify an increase in hours of operations.

The current hours of operation for the two facilities are as follows:

Facility	Hours of Operation	Number of Hours Open Per Week
West Boundary Landfill	Open: Tuesday, Friday and Saturday 9AM-4PM Closed: Monday, Wednesday, Thursday, Sunday and Stat Holidays	21
Rock Creek Transfer Station	Open: Monday, Thursday, Saturday 10AM-3PM; Sunday 10AM-5PM Closed: Tuesday, Wednesday, Friday and Stat Holidays	22

Implications

Increasing the hours of operation at the Rock Creek or West Boundary Landfill by 1 hour per week would cost approximately an additional \$1,700 per year in staff costs. This is based on the assumption that the additional hour is added to existing staff hours without overtime implications.

Advancement of Strategic Planning Goals

The Strategic Planning Goals that would be related to this issue are exceptional cost effective and efficient services, ensuring that we are responsible and proactive in funding our services and that we will continue our focus on waste management.

Background Information Provided

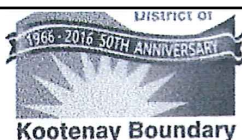
None

Alternatives

1. That the Board of Directors not alter the operating hours at the West Boundary Landfill and Rock Creek Transfer Station, based on the data which shows vehicle use numbers at the facilities have not significantly changed since the closure of the unattended recycling bins in Greenwood and Rock Creek.
2. That the Board of Directors direct Staff to increase operational hours at the West Boundary Landfill and Rock Creek Transfer Station beginning April 1, 2019. Further, incorporate the changes in the 2019-2023 Regional Solid Waste 5 year Financial Plan.
3. That the Board of Directors not receive the report.

Recommendation(s)

That the Board of Directors not alter the operating hours at the West Boundary Landfill and Rock Creek Transfer Station, based on data which shows vehicle use numbers at the facilities have not significantly changed since the closure of the unattended recycling bins in Greenwood and Rock Creek.



Grant-in-Aid Request

The personal information you provide on this RDKB document is being collected in accordance with the Freedom of Information and Protection of Privacy Act and will be used only for the purpose of processing RDKB business. This document may become public information. If you have any questions about the collection of your personal information, please contact Theresa Lenardon, Manager of Corporate Administration/Corporate Officer and Freedom of Information Protection of Privacy Officer at 250-368-9148 or foi@rdkb.com.

Please check all Electoral Area Boxes You Are Making Application To:

<input checked="" type="checkbox"/> Electoral Area 'A' Director Ali Grieve	<input type="checkbox"/> Electoral Area 'B' Lower Columbia-Old Glory Director Linda Worley	<input type="checkbox"/> Electoral Area 'C' Christina Lake Director Grace McGregor	<input type="checkbox"/> Electoral Area 'D' Rural Grand Forks Director Roly Russell	<input type="checkbox"/> Electoral Area 'E' West Boundary Director Vicki Gee
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Applicant:	* Anglican Church of Canada (Parrish of St. John's, Fruitvale, BC)			
Address:	* c/o PO Box 400, Fruitvale, BC V0G 1L0			
Phone:	* 250-367-0145	Fax:	n/a	E-Mail: *douglas.fruitvale@me.com
Representative:	* The Reverends Elizabeth and Douglas Lewis			
Make Cheque Payable To:	* St. John's Anglican Church, Fruitvale			

*Starred items, including contact information, must be completed in full.

**GIA Requests of \$5,000.00 or more may require official receipt. The Electoral Area Director may ask for additional information.

What is the total Cost of the Project? \$4,500 What amount are you requesting from this RDKB Director(s)? \$1,000 \$500
 What is the Grant-in-Aid for? (attach an extra sheet if necessary) Approved-Director
 Nov. 27/18 Grieve

Celebration of Robbie Burns Day as a cultural event for the Beaver Valley. In past years it has been held at the BV Anglican/United Church however, due to the demand and popularity, we are proposing to expand the event this year. We anticipate 150 attendees. The event will include traditional Burns Day Scottish dinner items (including haggis), the traditional toasts, addresses, dances, singing and cultural education activities to recognize the Scottish heritage of the Beaver Valley. Any proceeds in excess of expenses will be donated to charitable causes. Budget attached)

Please list all other organizations you have applied to for funding (attach an extra sheet if necessary)

Name of Organization	BV Dynamic Aging Society
Amount Requested: \$	\$1000
Amount Secured: \$	not yet deliberated by BVDAS
Name of Organization	Village of Fruitvale (waiver of fee for hall rental in kind)
Amount Requested: \$	\$500.00
Amount Secured: \$	\$500 in kind
Name of Organization	
Amount Requested: \$	
Amount Secured: \$	
Date: 2018/11/26	Applicant Signature Elizabeth Lewis
Print Name	Elizabeth Lewis

Office Use Only

Grant approved by Electoral Area Director: _____

ROBBIE BURNS DAY CULTURAL CELEBRATION

January 27, 2019

BUDGET**REVENUE**

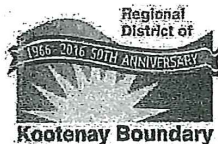
Ticket sales		\$3,000	
Bar Proceeds		800	
Rental Waiver In kind	Village FV	500	
Grants	EA RDKB	1,000	
Grants	BDDAS	1,000	
			\$6,300

EXPENSES

Catering		\$2,250	
Bar		600	
Insurance & Licenses		250	
Hall Rental	in kind	500	
Decorations		400	
Cultural Activities & Honourariums		500	
			4,500

NET PROCEEDS OF FUNDRAISING

<u>\$1,800.00</u>



Grant-in-Aid Request

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Please check all Electoral Area Boxes You Are Making Application To:

<input type="checkbox"/> Electoral Area 'A' Director All Grieve	<input type="checkbox"/> Electoral Area 'B' Lower Columbia-Old Glory Director Linda Worley	<input type="checkbox"/> Electoral Area 'C' Christina Lake Director Grace McGregor	<input checked="" type="checkbox"/> Electoral Area 'D' Rural Grand Forks Director Roly Russell	<input checked="" type="checkbox"/> Electoral Area 'E' West Boundary Director Vicki Gee
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Applicant:	* JESSICA MACE			
Address:	* 1345 66th AVE PO BOX 972 GRAND FORKS BC			
Phone:	* 250-442-5688	Fax:		E-Mail: * jessiemace99@yahoo.com
Representative:	* JESSICA MACE			
Make Cheque Payable To:	* COLLECTIVE ROOTS CONSULTING LTD			

*Starred items, including contact information, must be completed in full.

***GIA Requests of \$5,000.00 or more may require official receipt. The Electoral Area Director may ask for additional information.

What is the total Cost of the Project? \$ _____ What amount are you requesting from this RDKB Director(s)? \$ 1800.00

What is the Grant-in-Aid for? (attach an extra sheet if necessary)

PREPARATION OF PRESENTATION AND ATTENDANCE AT DIRECTORS MEETING FOR WATERSHED SERVICE.
PRESENTATION ON HISTORY OF THE KETTLE RIVER WATERSHED MANAGEMENT PLAN DEVELOPMENT AND IMPLEMENTATION
TOTAL CHARGED TO AREA D DIRECTOR \$825.00

APPROVED-DIRECTOR RUSSELL
DEC 6, 2018

Please list all other organizations you have applied to for funding (attach an extra sheet if necessary)

Name of Organization _____	Amount Requested: \$ _____	Amount Secured: \$ _____
Name of Organization _____	Amount Requested: \$ _____	Amount Secured: \$ _____
Name of Organization _____	Amount Requested: \$ _____	Amount Secured: \$ _____

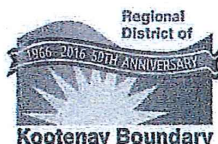
Date: Nov 22/18 Applicant Signature Print Name JESSICA MACE

Office Use Only

Grant approved by Electoral Area Director: _____

Approved by Board: _____

SUBMIT



Grant-in-Aid Request

The personal information you provide on this RDKB document is being collected in accordance with the Freedom of Information and Protection of Privacy Act and will be used only for the purpose of processing RDKB business. This document may become public information. If you have any questions about the collection of your personal information, please contact Theresa Lenardon, Manager of Corporate Administration/Corporate Officer and Freedom of Information Protection of Privacy Officer at 250-368-9148 or fol@rdkb.com.

Please check all Electoral Area Boxes You Are Making Application To:

<input type="checkbox"/> Electoral Area 'A' Director Ali Grieve	<input type="checkbox"/> Electoral Area 'B'/ Lower Columbia-Old Glory Director Linda Worley	<input type="checkbox"/> Electoral Area 'C'/ Christina Lake Director Grace McGregor	<input checked="" type="checkbox"/> Electoral Area 'D'/ Rural Grand Forks Director Roly Russell	<input checked="" type="checkbox"/> Electoral Area 'E'/ West Boundary Director Vicki Gee
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Applicant:	* JESSICA MACE				
Address:	* 1345 66th AVE PO BOX 972 GRAND FORKS BC				
Phone:	* 250-442-5688	Fax:		E-Mail:	* jessiemace99@yahoo.com
Representative:	* JESSICA MACE				
Make Cheque Payable To:	* COLLECTIVE ROOTS CONSULTING LTD				

*Starred items, including contact information, must be completed in full.

***GIA Requests of \$5,000.00 or more may require official receipt. The Electoral Area Director may ask for additional information.

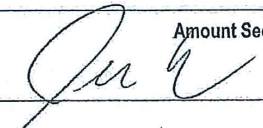
What is the total Cost of the Project? \$ _____ What amount are you requesting from this RDKB Director(s)? \$ 1800.00

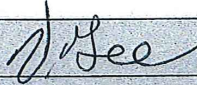
What is the Grant-in-Aid for? (attach an extra sheet if necessary)

PREPARATION OF PRESENTATION AND ATTENDANCE AT DIRECTORS MEETING FOR WATERSHED SERVICE.
PRESENTATION ON HISTORY OF THE KETTLE RIVER WATERSHED MANAGEMENT PLAN DEVELOPMENT AND IMPLEMENTATION
TOTAL CHARGED TO AREA D DIRECTOR \$825.00 AREA E \$975.00

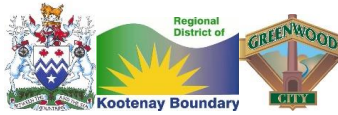
Please list all other organizations you have applied to for funding (attach an extra sheet if necessary)

Name of Organization _____	Amount Requested: \$ _____	Amount Secured: \$ _____
Name of Organization _____	Amount Requested: \$ _____	Amount Secured: \$ _____
Name of Organization _____	Amount Requested: \$ _____	Amount Secured: \$ _____

Date: Nov 22/18 Applicant Signature  Print Name JESSICA MACE

Office Use Only
Grant approved by Electoral Area Director: 
Approved by Board: _____

SUBMIT



West Boundary Recreation Grant Application

The purpose of this grant is to facilitate and foster recreation programs, with a focus on physical activity, for the residents of the West Boundary.

Applicant/Requesting Group	Boundary martial Arts Club		
Mailing Address:	PO Box 118 – 1860 Hulme Creek Rd. Rock Creek BC – BC V0H 1Y0		
Phone:	250 449 8404	Email:	vlodkob@telus.net
Contact Person (Representative)	Vlodko Barchuk – Vice President - Treasurer		
Amount of grant request?	\$3,000.00		
What is the purpose of the grant?	<p>We are a “Not for Profit” sports club. We do not charge our students participation fee and our instructors do not receive any compensation for the time they donate to class instruction or in club organizing or promotional activities.</p> <p>Many of our students are from families that are “single parent” homes and even if the parent(s) are working, their financial ability to have their children participate in after-school activities is problematic or at least challenging. The Grant Funds are designated for provision of uniforms, Personal Protection Equipment, the various teaching tools used in our practicing and Twice annual Testing Fees payable to World Federation of Tae Kwan Do. Our students are registered with the World Tae Kwan Do Federation as well as U.S. Chung Do Kwan Association. Their progressive testing and certification processes provide a standard of excellence and valuable confirmation that our students cherish as they progress in our club.</p> <p>Please refer to “Addendum A” for additional information _____</p> <p><u>Addendum A</u> 19-10-2017</p>		

	<p>Regional District of Kootenay Boundary</p> <p>We are once again writing to ask the Regional District of Kootenay Boundary's financial support for our community club. We are asking help in the form of a grant for the sum of \$3,000.00.</p> <p>The Boundary Tae Kwon Do Club was started in the fall of 2007, by Fourth Degree Black Belt, Master Bo Macfarlane. Our club is a satellite club of Grand Master Lee's School of Tae Kwon Do, located in Abbotsford BC. Master Macfarlane first began studying with the Abbotsford club when he was eighteen years of age. Master MacFarlane is assisted by Vlodko Barchuk Second Degree Black belt and Andrea Kohler Second Degree Black Belt. We currently hold twice weekly sessions on Tuesday and Thursday after school, at the High School in Midway and once weekly sessions at the Elementary School in Rock Creek on Wednesday.</p> <p>The Social and Physical Skills developed in Tae Kwan Do have significant transferable application to all other life's and sports activities.</p> <p>Tae Kwon Do has benefits for all ages. We accept students from 5 years of age and up. Incidentally, Vlodko Barchuk is our current eldest member at 72 years of age. We also encourage the participation of students of all ages tailor their program participation to their individual abilities.</p> <p>Bo Macfarlane was the Principal at West Boundary Elementary School, then the Principal at the elementary school in Osoyoos. Currently he has returned to the Boundary as Principal of the High School in Midway. He and his young family are residents of the Bridesville area. Bo continues to be an active serving member of his community.</p> <p>Vlodko Barchuk is a semi-retired Social Worker with many years of experience in working with children and families. Since he and his wife moved to Rock Creek from Ontario, he has been an active member of the Kettle River Lions, The Rock Creek Medical Society and the Rock Creek Fall</p>
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	<p>Fair Board. Vlodko has served as a member of the Midway Volunteer Fire Department.</p> <p>Andrea Kohler and her youngest son Devin have both recently graduated to Second Dan Black belt and currently serve as principal instructors. Two of her other sons have also achieved Black Belt status. Andrea is currently studying towards her Education Assistant's Certification with plans to seek employment in the Boundary within District 51.</p> <p>The commitment of our school is to provide a safe structured environment for children and adults to learn, not only the self-defense benefits of Tae kwon Do, but to more importantly learn self-awareness, self-respect and respect and kindness towards others. A significant number of the youngsters that come to our school come from challenging personal, financial and familial circumstances. For some of them, our club offers a much needed place where they can feel safe, valued and encouraged to feel good about themselves, as they develop their Tae Kwon Do and life's skills. Bo Macfarlane, Vlodko Barchuk and Andrea Kohler are able to use their professional experience, knowledge and community awareness and connections to identify, invite and encourage especially those children to become club members.</p> <p>Our club has always welcomed and encouraged the participation of students with "Special Needs and Challenges". These include students living with Mental Illness, Functional and Cognitive Challenges, Learning Disabilities and Family Financial and/or Functional Challenges. Over the years we have had a number of students, identified as living with Autism, Attention Deficit Disorder, Fetal Alcohol Syndrome and various Living and Learning Challenges. It continues to be a source of pride for our school, as we have watched these students integrate and be welcomed by their fellow students and develop their confidence and, social and relationship abilities. We strongly believe that for our other students, this opportunity to welcome and integrate their "special" student colleagues, is rewarded by developing their awareness of social responsibility and most importantly</p>
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	<p>enhancing acceptance and compassion towards others. Our new "parent school" US Chung DO Kwan Association, located in Nelson, has a Third Dan Black Belt Senior Instructor who is identified as living with Autism. A wonderful and inspirational achievement for all of us.</p> <p>For many of our students, their families might not feel they could afford to have their children in this kind of activity. As educators and helping professionals we know that membership in a school such as ours has significant positive impacts and benefits for a child's academic successes as well as their current and future associations they are attracted to as well as the life's choices they make. I have included as an addendum, a report of a study currently underway that is looking to confirm the positive connection between using Tae Kwon Do as a treatment tool for Attention Deficit Disorder with Hyperactivity (ADDH).</p> <p>Our Boundary Martial Arts Club does not charge a membership fee nor do any of the instructors receive financial remuneration for their teaching service. The children that probably could most benefit from what our club offers, often cannot afford the fee of \$75.00 and more per semester and additional testing fees, charged by other martial arts schools or the uniform cost of approximately \$75.00. Additionally as they become more involved and progress, there are costs for the self-protection gear necessary for the sparring aspects of their learning as well as testing fees, payable to The World Tae Kwan DO Federation and The US Chung Do Kwan Association. We have over the past years initiated fund raising campaigns, including a "bottle drive", to offset some of these costs.</p> <p>We currently have graduated 8 students to Black Belt status and of these 3 have recently gone on to graduate with their Second Dan Black Belts. During the life of our school, Bo Macfarlane has continued to move up the ranks and is now a Fourth Dan Black Belt. This is an accomplishment that our little club is exceedingly proud of. The costs associated with Black Belt Testing and certification by the World Tae Kwan Do Federation and the US Chung Do Kwan Association are significant. The</p>
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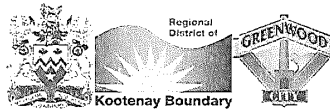
	<p>value of membership support and instruction from these bodies, by far, supersedes the cost. The costs for our affiliation with Chung DO Kwan USA are additional to our yearly costs related to assisting students with uniforms, related equipment and our annual testing fees.</p> <p>In addition to our regular Tae Kwon Do classes, our Instructor, Andrea Kohler has initiated an "Adult Women's" class held on Tuesday evenings at the Midway High school. We will continue to offer a free program of self-defense for mothers and their daughters. This program includes an educational component that addresses "Potential Danger Awareness and Avoidance". In past we have had the preventative education portion of these sessions presented by a local female member of the Royal Canadian Mounted Police.</p> <p>We are not charged for using the gymnasium facilities at West Boundary Elementary School or Midway High School both part of District 51. This has been in recognition of the services we provide to the students of these schools.</p> <p>We are asking for a grant of \$3,000.00 to cover our 2019 operating costs. We would be pleased to make this presentation personally and would like to thank you for your consideration of our request for assistance.</p> <p>Our kindest regards,</p> <p>Vlodko Barchuk, Assistant Instructor</p> <p>On behalf of: Bo Macfarlane, Senior Instructor Andrea Kohler, Assistant Instructor Boundary Martial Arts Club</p> <p>Cell: 250 449 8404</p> <p>PS: The costs related to graduating 3 Black Belts to Second Dan rank and our Senior Instructor to Fourth Dan Black Belt rank as well as our initial integration and registration costs of our club transferring its affiliation to the US</p>
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	Chung DO Kwan Association has placed us under greater than usual financial challenge.
Who will the grant benefit?	Our students Our students' families Our Instructors Our community
What are the other funding sources for this program/event?	We do not have other sources of funding and on multiple occasions our instructors have personally under-written or supplemented costs that our students or club have incurred.
Are the participants being charged to participate?	<p style="text-align: center;">NO</p> <hr/> <p>Yes No</p> <p>If yes, how much? _____</p>
Estimated # of benefiting participants?	We currently have 32 students registered and are expecting an increase in participants as we enter into this year's program
Where will the program/event be held?	We currently hold sessions at West Boundary Secondary School on Tuesdays and Thursdays and also hold a class on Wednesdays at Rock Creek Elementary School. We <u>are not charged</u> a user fee by District 51 School Board
When will the program/event be held?	Tuesday and Thursday, 4:00 pm until 5:00 pm – 5:00pm until 6:30pm. West Boundary Secondary School Wednesday 4:00 pm until 5:00 pm – Rock Creek Elementary School

Signature of Authorized Representative		Date	05-11-2017
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Completed forms should be sent to: Regional District of Kootenay Boundary
 202-842 Rossland Avenue
 Trail, BC V1R 4S8
 Email: westboundaryrec@rdkb.com

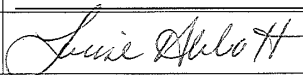
Office Use Only	
Date Received	
Date Presented to the Boundary Community Development Committee	
Approved	Denied
Amount approved	



West Boundary Recreation Grant Application

The purpose of this grant is to facilitate and foster recreation programs, with a focus on physical activity, for the residents of the West Boundary.

Applicant/Requesting Group	The Kelowna & District Society for People In Motion (Baldy Bluejays Adaptive Snow Sports Program)		
Mailing Address:	#23- 1720 Ethel Street, Kelowna, BC V1P 1J9		
Phone:	250-861-3302	Email:	kdspim@gmail.com
Contact Person (Representative)	Louise Abbott - Executive Director		
Amount of grant request?	\$6,000.00		
What is the purpose of the grant?	<p><u>Baldy Bluejays Adaptive Snow Sports is a program of (People In Motion) that has been in the making for a year now and is located at Mt. Baldy Ski Resort, Oliver, BC. The purpose for the grant is to allow People In Motion to pay for and put into action the training of the program volunteer adaptive ski instructors, purchase another used sit ski to add to the equipment base that we have started for this program as well as purchase a supply of helmets, variety of gloves, goggles, warm boots and blankets, adjustable foam inserts for equipment and strapping.</u></p> <p><u>To pay for some fuel for the volunteer ski instructors to car pool up to the ski hill to give lessons to participants in the program. As well as pay the program coordinator and volunteer scheduler as well as provide a volunteer appreciation awards dinner and token of appreciation for the time spent with the participants at the end of the season.</u></p>		

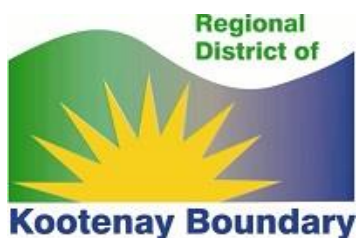
Who will the grant benefit?	The grant will benefit any individual who is in need of adaptive ski instruction and will receive adaptive ski instruction throughout the Mt. Baldy Ski season of 2018-2019. Many individuals who require adaptive instruction benefit from having CADS level 1 and 2 adaptive ski instructors. The skilled instructors will guide them in learning new skills while enjoying the freedom and excitement of either sit skiing or learning to ski with an adaptive approach that will be designed for each participants specific needs. This program will also benefit the participants families in having the ability to join their family members on the ski hill and y family recreational and quality time together that is inclusive for all family members.		
What are the other funding sources for this program/event?	People In Motion is a charitable organization that has great deal of experience in fundraising and plans to hold a (Ski-A-Thon) in February at Mt. Baldy to help raise some funds for the program. We have had some donated funds already for some of the materials and uniforms that we have had to purchase as well as some of the equipment required to get started. Please see attached 2018-2019 budget for the program.		
Are the participants being charged to participate?	<p style="text-align: center;">Yes _____ No _____</p> <p>Yes _____ No _____</p> <p>If yes, how much? <u>52.00</u> for the entire season Mt. Baldy will be offering a 50% discount for participants ski passes.</p>		
Estimated # of benefiting participants?	Depending on the ski season but we are estimating about 12 to 15 participants for the first year of full operation.		
Where will the program/event be held?	<u>The program will take place at Mt. Baldy Ski Resort</u>		
When will the program/event be held?	<u>The program will run for the entire ski season approximately (December 2018 to the end of February 2019 possibly to middle of March)</u>		
Signature of Authorized Representative		Date	<u>Nov 26/18</u>

Completed forms should be sent to: Regional District of Kootenay Boundary
202-842 Rossland Avenue
Trail, BC V1R 4S8
Email: westboundaryrec@rdkb.com

Office Use Only	
Date Received	
Date Presented to the Boundary Community Development Committee	
Approved	Denied
Amount approved	

The Kelowna & District Society For People In Motion
Baldy Bluejays Adaptive Snow Sports
Program Revenue/Expenses
Budget for program fiscal year 2018-2019

Adaptive Snow Sports	
Revenues	Total Pending
Fundraising (Ski-A-Thon)	\$2,000.00
Membership Fees	\$780.00
Donations	\$1,000.00
Regional District Kootenay Boundary	\$6,000.00
Sub-Total	\$9,780.00
"In-Kind" Income	
Auto (Fuel)	\$500.00
Labour (Volunteer) @ 12.00 per hour	\$5,760.00
Equipment/Repairs	\$500.00
Storage/Rent	\$400.00
Season Passes	\$2,056.00
Facility/Space	\$200.00
Day Tickets	\$1,260.00
Total	\$20,456.00
Expenses	Total Pending
Auto (Gas, Oil)	\$250.00
Equipment & Gear	\$1,700.00
Material & Supplies	\$300.00
Participant Supports	\$3,000.00
Professional Fees	\$2,300.00
Training	\$1,730.00
Volunteer Appreciation	\$500.00
Sub-Total	\$9,780.00
"In-Kind" Expenses	
Auto (Fuel)	\$500.00
Labour (Volunteer) @ 12.00 per hour	\$5,760.00
Equipment/Repairs	\$500.00
Storage/Rent	\$400.00
Season Passes	\$2,056.00
Facility/Space	\$200.00
Day Tickets	\$1,260.00
Total	\$20,456.00
Surplus/Deficit	\$0.00



STAFF REPORT

Date: 16 Nov 2018

File

Boundary Economic
Development Service
Review

To: Chair McGregor and Members of
the Boundary Community
Development Committee

From: Mark Andison, Chief Administrative
Officer

Re: Boundary Economic Development
Service Review - Establishment of
Local and Regional Services

Issue Introduction

A staff report from Mark Andison, CAO providing further information relating to the establishment of distinct local and regional economic development services in the Boundary.

History/Background Factors

There have been questions raised in the past as to whether an electoral area may participate in two separate economic development services. The "Option 4" model (attached), which has been suggested as an alternative to the existing model of economic development service delivery in the Boundary, would entail the electoral areas participating in both a local economic development service as well as a broader regional economic development service. Staff has received written confirmation that the structure envisioned under "Option 4" would be acceptable from the perspective of the Ministry of Municipal Affairs and Housing.

At its last service review meeting, the participants in the Boundary Economic Development Service requested staff to draft the necessary service establishment and amendment bylaws, as well as some initial draft budgets for review. Since the last meeting, staff at the Ministry of Municipal Affairs and Housing have reviewed the draft service establishment bylaws and have deemed them acceptable.

Implications

Attached to this report are the draft bylaws and initial versions of budgets for the four potential Boundary economic development services for discussion, as well as the conceptual framework that is being considered.

Advancement of Strategic Planning Goals

Continuing to discuss alternative models for the delivery of economic development services in the Boundary advances the Board's strategic objective of continuing to focus on good management and governance.

Background Information Provided

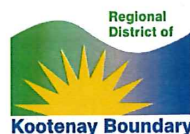
1. Local & Regional Boundary Economic Development Services Framework
2. Draft service establishment and amendment bylaws.
3. Initial budgets for the services for discussion.

Alternatives

N/A

Recommendation(s)

That the participants in the Boundary Economic Development Service review the draft bylaws and budgets relating to a the proposed structure for the delivery of economic development in the Boundary and provide direction.



BYLAW NO. 1697

A Bylaw of the Regional District of Kootenay Boundary, in the Province of British Columbia, to establish an Economic Development Service in Electoral Area E/West Boundary

WHEREAS a Regional District may, by bylaw, establish and operate a service under the provisions of the *Local Government Act*;

AND WHEREAS the Board of Directors has deemed it appropriate to establish different terms from those outlined in the *Local Government Act* for service review and service withdrawal;

AND WHEREAS the Board of Directors has deemed it appropriate to accept consent to adopt this bylaw from the Electoral Area participating area;

NOW THEREFORE BE IT RESOLVED that the Board of the Regional District of Kootenay Boundary, in open meeting assembled, enacts as follows:

1. ESTABLISHMENT AND DESCRIPTION OF SERVICE

- a. The Board of Directors of the Regional District of Kootenay Boundary hereby establishes a service for the promotion of economic development in Electoral Area E/West Boundary.
- b. This service shall provide for the promotion of economic development in Electoral Area E/West Boundary and, for that purpose, the Board of the Regional District of Kootenay Boundary, or its designates, is empowered and authorized to do all things necessary, including, without limiting the generality of the foregoing, obtaining required permits and licenses, employing staff, purchasing equipment or services, and entering into contracts for the purposes of the Economic Development Service.

2. SERVICE BOUNDARIES AND PARTICIPANTS

- a. The boundaries of this service shall be the boundaries of Electoral Area E/West Boundary on the plan attached as Schedule A.
- b. The participant of this service shall be Electoral Area E/West Boundary

3. COST APPORTIONMENT AND RECOVERY

- a. The costs for this service shall be recovered utilizing one or more of the following:
- i. Property Value Taxation
 - ii. Fees and Charges
 - iii. Revenues raised pursuant to the *Local Government Act* or other legislation
 - iv. Revenues received by way of agreement, gift, enterprise, grant or otherwise.

4. CITATION

- a. This bylaw may be cited for all purposes as "Regional District of Kootenay Boundary Economic Development (Electoral Area E/West Boundary) Service Establishment Bylaw No. 1697, 2018".

Read a **FIRST and SECOND** time this day of , 2018.

Read a **THIRD** time this day of , 2018.

I, Theresa Lenardon, Manager of Corporate Administration/Corporate Officer 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. 1697 cited as "Regional District of Kootenay Boundary Economic Development (Electoral Area E/West Boundary) Service Establishment Bylaw No. 1697, 2018" as read a Third time this day of , 2018.

Manager of Corporate Administration/Corporate Officer

Written consent to adopt this bylaw dated was received
from the Director of Electoral Area E/West Boundary.

APPROVED by the Inspector of Municipalities day of , 2018.

3

RECONSIDERED AND ADOPTED this day of , 2018.

Chair

Manager of Corporate Administration/Corporate Officer

I, Theresa Lenardon, Manager of Corporate Administration/Corporate Officer 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. 1697 cited as the "Regional District of Kootenay Boundary Economic Development (Electoral Area E/West Boundary) Service Establishment Bylaw No. 1697, 2018" as reconsidered and finally adopted this day of , 2018.

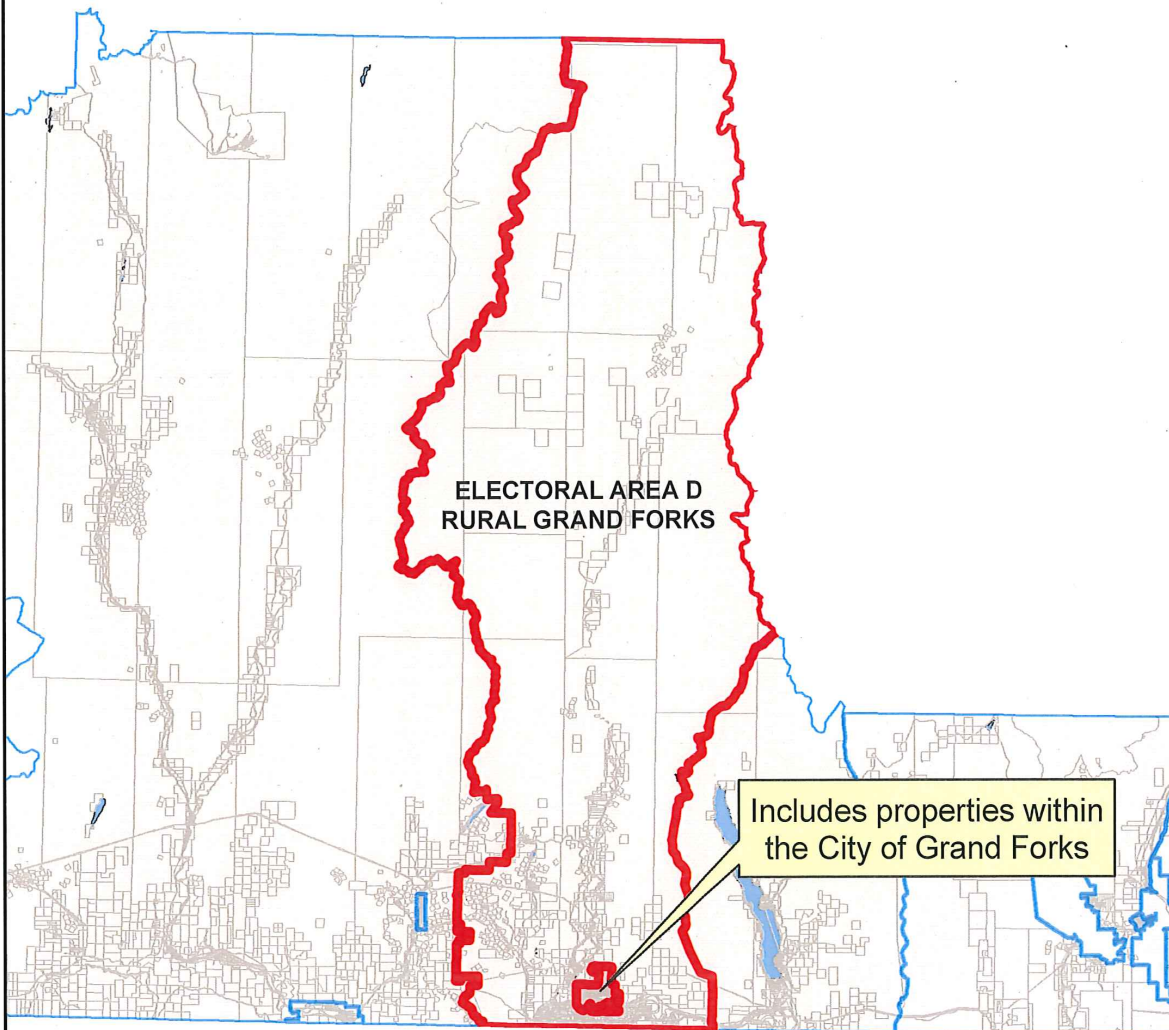
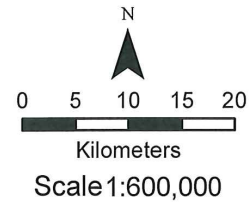
Manager of Corporate Administration/Corporate Officer



Date: 2018/10/02

Schedule A

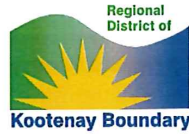
Regional District of Kootenay Boundary
Grand Forks Area Economic Development
Service Establishment Bylaw No. 1698, 2018



I hereby certify this Schedule A to be a true and correct copy and that this Schedule A correctly outlines the participating areas included in the "Regional District of Kootenay Boundary Bylaw No. 1698."

Manager of Corporate Administration

Date



BYLAW NO. 1698

A Bylaw of the Regional District of Kootenay Boundary, in the Province of British Columbia, to establish an Economic Development Service in the Grand Forks area.

WHEREAS a Regional District may, by bylaw, establish and operate a service under the provisions of the *Local Government Act*;

AND WHEREAS the Board of Directors has deemed it appropriate to establish different terms from those outlined in the *Local Government Act* for service review and service withdrawal;

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. ESTABLISHMENT AND DESCRIPTION OF SERVICE

- a. The Board of Directors of the Regional District of Kootenay Boundary hereby establishes a service for the promotion of economic development in the Grand Forks area to be known as the "Grand Forks Area Economic Development Service".
- b. This service shall provide for the promotion of economic development in the Grand Forks area and, for that purpose, the Board of the Regional District of Kootenay Boundary, or its designates, is empowered and authorized to do all things necessary, including, without limiting the generality of the foregoing, obtaining required permits and licenses, employing staff, purchasing equipment or services, and entering into contracts for the purposes of the Grand Forks Area Economic Development Service.

2. SERVICE BOUNDARIES AND PARTICIPANTS

- a. The boundaries of this service area shall be the boundaries of Electoral Area D/Rural Grand Forks combined with the City of Grand Forks as outlined on the plan attached as Schedule A.
- b. The participants of this service are Electoral Areas D/Rural Grand Forks and the City of Grand Forks.

3. COST APPORTIONMENT AND RECOVERY

- a. 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.
- b. The costs for this service shall be recovered utilizing one or more of the following:
 - i. Property Value Taxation
 - ii. Fees and Charges
 - iii. Revenues raised pursuant to the Local Government Act or other legislation
 - iv. Revenues received by way of agreement, gift, enterprise, grant or otherwise.

4. SERVICE REVIEW AND DISPUTE RESOLUTION

- a. This service shall be reviewed in the fourth quarter of 2021 and every three years thereafter.
- b. The review will look at the effectiveness and value of the service.
- c. The costs of the scheduled service review shall be borne by the service, including any facilitation or consulting costs deemed appropriate by the participants.
- d. Should any participant wish to leave the service after a scheduled service review they will be allowed to subject to the following restrictions:
 - i. The leaving participant will still be responsible for their share of any existing debt or commitment.
 - ii. The leaving participant will have no claim on the assets of the service.
 - iii. The decision to leave the service must be communicated to the RDKB Board no later than July 1 of the year following the completion of the review and will take effect in the subsequent year.
- e. Should participant(s) representing 25% or more of the assessment base leave the service, and therefore make the service unsustainable, any assets of the service will be liquidated and allocated:
 - i. Firstly, to the reduction of any existing debt or commitments of the service
 - ii. Secondly, to the participants on the basis of the participating member's relative share of the previous year's converted assessment.
- f. Should any participant initiate service review outside of the schedule established herein, that participant will be responsible for all costs associated with the review, unless otherwise agreed to by at least 2/3's of the participants.

5. CITATION

- a. This bylaw may be cited for all purposes as "Regional District of Kootenay Boundary Economic Development (Grand Forks Area) Service Establishment Bylaw No. 1698, 2018".

3

Read a **FIRST and SECOND** time this day of , 2018.

Read a **THIRD** time this day of , 2018.

I, Theresa Lenardon, Manager of Corporate Administration/Corporate Officer 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. 1698 cited as "Regional District of Kootenay Boundary Economic Development (Grand Forks Area) Service Establishment Bylaw No. 1698, 2018" as read a third time this day of , 2018.

Manager of Corporate Administration/Corporate Officer

Written consent to adopt this bylaw dated was received
from the Director of Electoral Area D/Rural Grand Forks.

Written consent to adopt this bylaw dated was
received from the City of Grand Forks.

APPROVED by the Inspector of Municipalities this day of , 2018.

RECONSIDERED AND ADOPTED this day of , 2018.

Chair

Manager of Corporate Administration/Corporate Officer

I, Theresa Lenardon, Manager of Corporate Administration/Corporate Officer 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. 1698 cited as the "Regional District of Kootenay Boundary Economic Development (Grand Forks Area) Service Establishment Bylaw No. 1698, 2018" as reconsidered and adopted this day of , 2018.

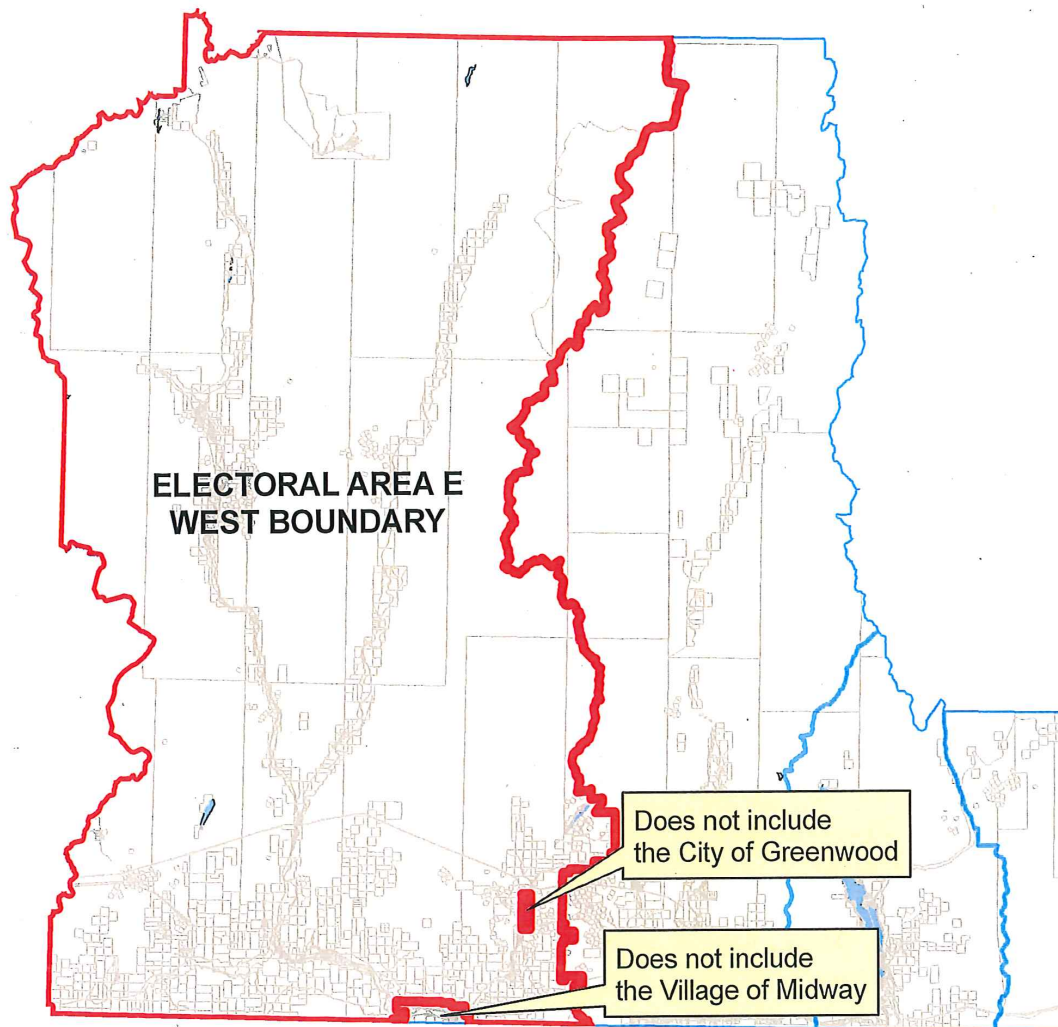
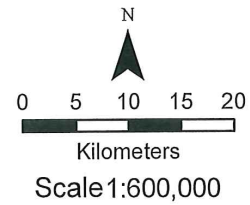
Manager of Corporate Administration/Corporate Officer



Date: 2018/10/02

Schedule A

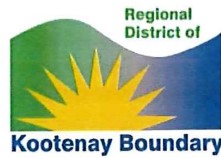
Regional District of Kootenay Boundary
Economic Development
(Electoral Area E/West Boundary)
Service Establishment Bylaw No. 1697, 2018



I hereby certify this Schedule A to be a true and correct copy and that this Schedule A correctly outlines the participating area included in the "Regional District of Kootenay Boundary Bylaw No. 1697."

Manager of Corporate Administration

Date



REGIONAL DISTRICT OF KOOTENAY BOUNDARY

BYLAW NO. 1699

A Bylaw to amend Bylaw No. 1389 cited as a Bylaw to establish an Economic Development Service in the Boundary, to include Electoral Area 'C'/Christina Lake.

WHEREAS the Regional District of Kootenay Boundary established a service for the promotion of economic development within the Boundary of the Regional District of Kootenay Boundary with the adoption of Bylaw No. 1389, 2008;

AND WHEREAS the participants within the service are the Corporation of the City of Grand Forks, the Corporation of the City of Greenwood, the Corporation of the Village of Midway and Electoral Area D/Rural Grand Forks and Electoral Area 'E'/West Boundary;

AND WHEREAS the Director for Electoral Area 'C'/Christina Lake has requested that Electoral Area 'C'/Christina Lake be allowed to join the service;

AND WHEREAS the Regional District of Kootenay Boundary Board of Directors wishes to amend Bylaw No. 1389, 2008 to allow the addition of Electoral Area 'C'/Christina Lake to the service area;

AND WHEREAS the Regional District of Kootenay Boundary has received the written approval from: the City of Grand Forks; the City of Greenwood; the Village of Midway; Electoral Area 'C'/Christina Lake; Electoral Area 'D'/Grand Forks; and Electoral Area 'E'/West Boundary to amend Bylaw No. 1389, 2008;

NOW THEREFORE BE IT RESOLVED that the Board of the Regional District of Kootenay Boundary, in open meeting assembled enacts as follows:

1. AMENDMENT

Bylaw No. 1389, 2008 is hereby amended as follows:

Section No. 3 a. and b. shall be amended to read:

- a. The boundaries of this service shall be the boundaries of Electoral Areas 'C'/Christina Lake, Electoral Area D/Rural Grand Forks, Electoral Area E/West Boundary and inclusive of the Cities of Greenwood and Grand Forks and the Village of Midway as outlined on the plan attached as Schedule A.
- b. The participants of this service are Electoral Area C/Christina Lake, Electoral Area D/Rural Grand Forks, Electoral Area E/West Boundary, the Village of Midway, the City of Greenwood, and the City of Grand Forks.

2. CITATION

This bylaw may be cited as "Regional District of Kootenay Boundary Economic Development (Boundary) Service Establishment Amendment Bylaw No. 1699, 2018."

Read a **FIRST and SECOND** time this day of , 2018.

Read a **THIRD** time this day of , 2018.

I, Theresa Lenardon, Manager of Corporate Administration/Corporate Officer of the Regional District of Kootenay Boundary, do hereby certify the foregoing to be a true and correct copy of Bylaw No. 1699, 2018 cited as "Regional District of Kootenay Boundary Economic Development (Boundary) Service Establishment Amendment Bylaw No. 1699, 2018" as read a third time this day of , 2018.

Manager of Corporate Administration/Corporate Officer

Written consent to adopt this bylaw dated was
received from the Director of Electoral Area C/Christina Lake.

Written consent to adopt this bylaw dated was
received from the Director of Electoral Area D/Rural Grand Forks.

Written consent to adopt this bylaw dated was
received from the Director of Electoral Area E/West Boundary.

Written consent to adopt this bylaw dated was
received from the Corporation of the City of Grand Forks.

Written consent to adopt this bylaw dated was
received from the Corporation of the City of Greenwood.

Written consent to adopt this bylaw dated was
received from the Corporation of the Village of Midway.

APPROVED by the Inspector of Municipalities this day of , 2018.

RECONSIDERED AND ADOPTED this day of , 2018.

Chair

Manager of Corporate Administration/Corporate Officer

I, Theresa Lenardon, Manager of Corporate Administration/Corporate Officer of the Regional District of Kootenay Boundary, do hereby certify the foregoing to be a true and correct copy of Bylaw No. 1699, 2018 cited as "Regional District of Kootenay Boundary Economic Development (Boundary) Service Establishment Amendment Bylaw No. 1699, 2018" as reconsidered and adopted this day of , 2018.

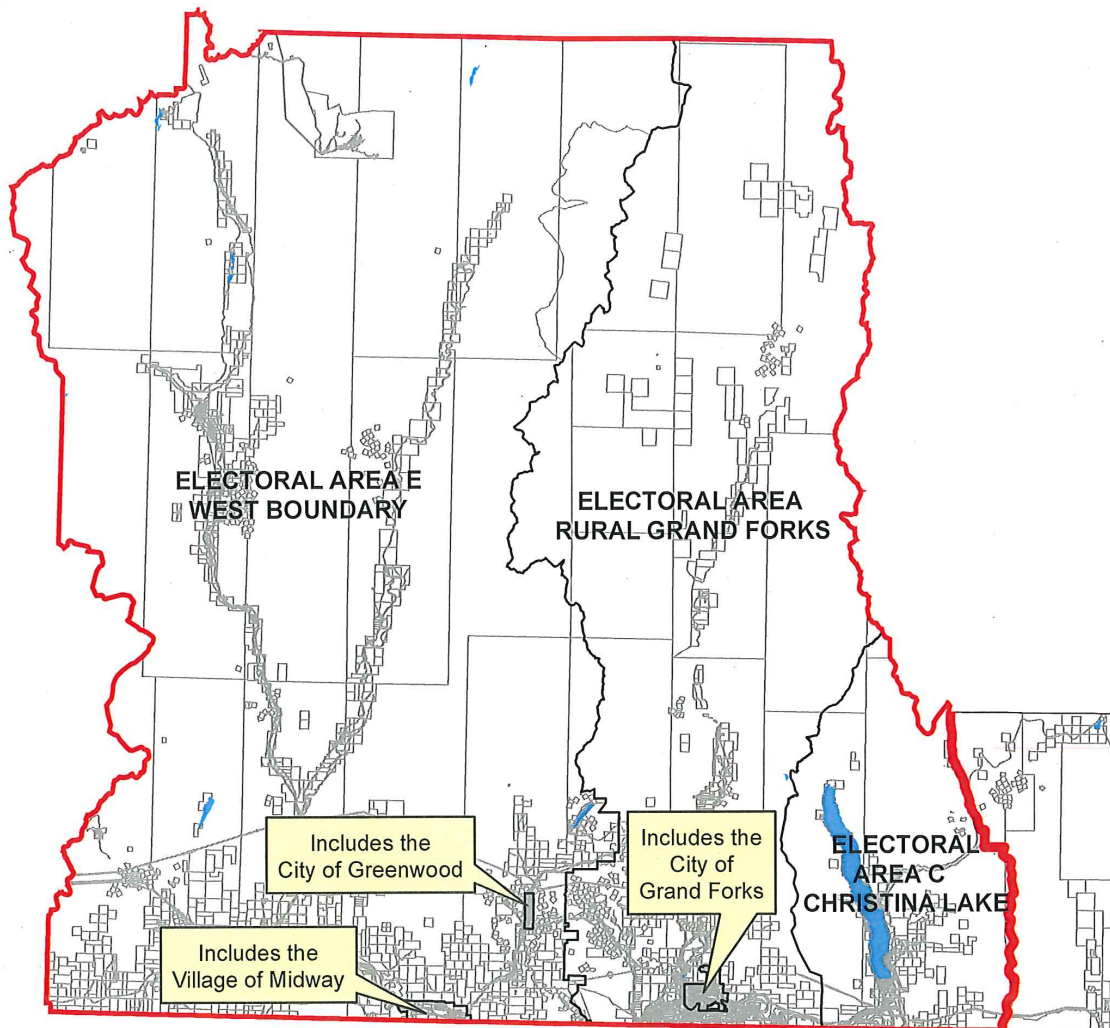
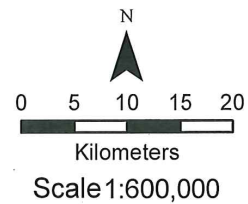
Manager of Corporate Administration/Corporate Officer



Schedule A

Regional District of Kootenay Boundary
Economic Development (Boundary) Service
Establishment Amendment Bylaw No. 1699, 2018

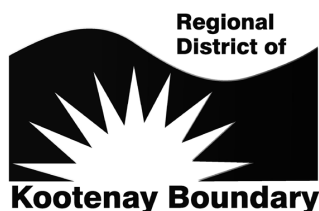
Date: 2018/10/02



I hereby certify this Schedule A to be a true and correct copy and that this Schedule A correctly outlines the participating areas included in the "Regional District of Kootenay Boundary Bylaw No. 1699."

Manager of Corporate Administration

Date



REGIONAL DISTRICT OF KOOTENAY BOUNDARY PUBLIC HEARING MINUTES

Proposed Land Use Bylaw Amendment Bylaw No. 1692 to
amend the Jewel Lake Rural Land Use Bylaw No. 855.

Minutes of a Public Hearing for Regional District of Kootenay Boundary held for proposed Land Use Bylaw Amendment Bylaw No. 1692 to amend the Jewel Lake Rural Land Use Bylaw No. 855. The public hearing was held on November 26, 2018 at the McArthur Centre, 1375 Veterans Lane, Greenwood BC.

Director Present:	Vicki Gee, Electoral Area 'E' / West Boundary
Staff Present:	Donna Dean, Manager of Planning and Development James Chandler, GM of Operations/Deputy CAO
Members of the Public Present:	6

Director Gee introduced herself, welcomed everyone and opened the Public Hearing for proposed Bylaw 1692 to amend the Jewel Lake Rural Land Use Bylaw at 6:35 P.M.

Director Gee read the Chair's Opening address, which identified the purpose of the hearing and established the rules and procedures for the hearing. Director Gee then asked the Manager of Planning and Development to provide a summary of the bylaw.

Donna Dean described the proposed amendments, which include an update to the definition for agriculture, and the addition of the following definitions: cannabis, cannabis cultivation, and cannabis retail store. She went on to describe how the proposed amendment bylaw would prohibit cannabis cultivation outside the Agricultural Land Reserve; prohibit cement based cannabis production in the ALR; and prohibit cannabis retail stores. Also described was the addition of policy direction regarding consideration of re-zoning applications to add the retail sale of cannabis to the list of permitted uses.

Director Gee then opened the hearing for comments from the members of the public.

Members of the public asked a number of questions regarding the purpose of the amendment bylaw and how public opinion was solicited to date. Gerry Shaw stated that most portions of Electoral Area 'E'/West Boundary are not zoned and suggested proceeding with caution with bylaw amendments and ensuring the public has their say on how to proceed. Director Gee clarified that she solicited the opinion of Jewel Lake residents at a meeting at the end of September.

Ellen Clements stated that she is in favour of the amendment bylaw since it gives more control to local government regarding these uses.

Doreen MacLean stated that she is in favour of requiring a re-zoning process if a property owner wants to add cannabis to their retail sale establishment.

Andrea Sherstobitooff stated that she is in favour of residents having some degree of control over uses permitted in their area and that the Jewel Lake Land Use Bylaw should not remain stagnant. She also described her concern regarding the lack of land use planning in the fringe area of the City of Greenwood.

Colleen Lang stated that she is in favour of the amendments.

Gerry Shaw stated his concern regarding bylaws since people live in the rural areas to avoid rules.

Director Gee called for comments 3 times and noted this is the last opportunity to comment before the public hearing was closed, and that after the hearing is closed new comments will not be considered. As there were no further comments from the public present, Director Gee brought the meeting to a close.

The public hearing was adjourned 7:08 P.M.

I hereby certify that this is a fair and accurate record of the Public Hearing for Regional District of Kootenay Boundary proposed Jewel Lake Land Use Amendment Bylaw No. 1692 to amend Jewel Lake Rural Land Use Bylaw No. 855.

Recording Secretary,
Manager of Planning and Development
Donna Dean

Board Delegate,
Director Vicki Gee

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

BYLAW NO. 1692

A Bylaw to amend Jewel Lake Rural Land Use Bylaw No. 855, 1996 of the Regional District of Kootenay Boundary

WHEREAS the Regional District of Kootenay Boundary may amend the provisions of its Official Community Plan 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 Jewel Lake Rural Land Use 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 Land Use Plan Amendment Bylaw No. 1692, 2018;
2. Regional District of Kootenay Boundary Jewel Lake Rural Land Use Bylaw No. 855, 1996 is hereby amended by:
 - a) Amending the Table of Contents to add "Section 5.2A Prohibited Uses – All Zones" after section 5.2 "Permitted Uses – All Zones".
 - b) Removing the following definition for Agricultural Use:

"AGRICULTURAL USE means the use providing for the growing, rearing, cultivation, and producing and harvesting of agricultural products and the preliminary grading of such products for shipment; and the keeping of horses, livestock, swine, fur-bearing animals, poultry, pigeons, doves, bees, rabbits, or other animals or birds, and the sale of goods raised or grown on the same site;"
 - c) Adding the following definition for Agriculture after the definition for Accessory Use:

"AGRICULTURE means farm use as defined in the *Agricultural Land Commission Act* and BC Regulation 171/2002;"
 - d) Adding the following definitions after the definition for 'building':

"CANNABIS means cannabis as defined in the *Cannabis Act* (Canada);

CANNABIS CULTIVATION means the authorized large scale growing of cannabis plants and harvesting material from those plants, as well as associated activities;

CANNABIS RETAIL STORE means the use of a site for retail or wholesale of **cannabis** and includes an operation which provides referrals and facilitates access to cannabis not physically sold on the premises, but does not include sales by a British Columbia Registered Pharmacist in a British Columbia regulated Pharmacy;"
 - e) Adding the following policy, after the policy 3.3.2.6, under Section 3.3 Agricultural Lands:

"7. The Board does not support the placement of cement based, industrial style, cannabis production bunkers in the Agricultural Land Reserve."

f) Adding the following policy, after policy 6 in subsection 3.7.2 Commercial:

- “7. Consideration may be given to permitting cannabis retail stores, upon application for a zoning amendment. Such applications will be evaluated on criteria that includes, but is not necessarily limited to the following:
- a) Distance to educational, child care, community and institutional uses;
 - b) Distance to other cannabis retail sale locations;
 - c) Surrounding land use and impact on neighbouring property owners;
 - d) Size of the retail sale space.”

g) Adding the following section, after Section 5.2 Permitted Uses – All Zones:

“5.2A Prohibited Uses – All Zones

1. Unless stated otherwise, the following uses of land, buildings and structures shall be prohibited in all zones:
- a) Cannabis cultivation outside of the Agricultural Land Reserve;
 - b) Cannabis retail stores;
 - c) Cement based, industrial style, cannabis production bunkers in the Agricultural Land Reserve.”

READ A FIRST TIME AND SECOND TIME this 25th day of October, 2018.

PUBLIC HEARING NOTICE ADVERTISED in the Boundary Creek Times this 15th day of November, 2018 and also this 22nd day of November, 2018.

PUBLIC HEARING held on this 26th day of November 2018.

READ A THIRD TIME this 12th day of December, 2018

ADOPTED this 12th day of December, 2018

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. 1692, cited as "Regional District of Kootenay Boundary Zoning Amendment Bylaw No. 1692, 2018".

Manager of Corporate Administration