

Regular Meeting of the Board of Directors

Wednesday, April 10, 2019

6:00 pm

RDKB Board Room, Trail, B.C

A G E N D A

1. Call to Order

2. Consideration of the Agenda (Additions/Deletions)

- 2a)** The agenda for the Regional District of Kootenay Boundary Board of Directors meeting of April 10, 2019 is presented.

Recommendation: Corporate Vote Unweighted

That the agenda for the Regional District of Kootenay Boundary Board of Directors meeting of April 10, 2019 be adopted as presented.

3. Minutes

- 3a)** The minutes of the Regional District of Kootenay Boundary Board of Directors meeting held March 20, 2019 are presented.

[Minutes-Regular Meeting Board of Directors - 20 Mar 2019 - BoD Ap 10 19 - Pdf](#)

Recommendation: Corporate Vote Unweighted

That the minutes of the Regional District of Kootenay Boundary Board of Directors meeting held March 20, 2019 be adopted as presented.

4. Delegation(s)

- 4a)** **Rick Jensen, Chair, Columbia Basin Trust Board of Directors**
J. Strilaeff, CEO, Columbia Basin Trust

Re: Update on Trust Activities

[Delegation-BoD Ap 10 19-CBT-Chair & CEO-Trust Update](#)

- 4b) Audrey Repin, Indigenous and Community Relations Lead,
Columbia Power Corporation
Re: Indigenous Relations**

5. Unfinished Business

- 5a) M. Stephens, Interim Manager of Emergency Programs
Re: Emergency Alerting - Demonstration, Presentation**

Director Gee, Protective Services Liaison

Recommendation: Corporate Vote Unweighted

That the demonstration and presentation on the emergency alerting system be received.

6. Communications (Information Only)

- 6a) K. Conroy, MLA, Kootenay West-March 5/19
Re: Community Emergency Preparedness Funding
[K. Conroy-Community EM Funding-BoD Ap10 19](#)**

Recommendation: Corporate Vote Unweighted

That Communications (Information Only) Item 7a) be received.

7. Reports

7a) Adopted RDKB Committee Minutes

The following minutes of RDKB Committee meetings as adopted by the respective Committees are presented:

Boundary Community Development Committee (March 6/19), Beaver Valley Regional Parks and Regional Trails Committee (Feb. 12/19), Special meeting of the East End Services Committee (Feb. 25/19) and Liquid Waste Management Plan Stage 3 Steering Committee (Feb. 6/19).

[Minutes - 06 Mar - BCDC - Apr 2-BoD Ap10 19 Pdf](#)

[Minutes - 12 Feb 2019 -BV Rec - Mar 12, 2019-BoD Ap10 19Pdf](#)

[Minutes-Special Mtg-East End Services - 25 Feb 2019 - BoD Ap10 19-Pdf](#)

[Minutes-LWMP Stage 3 Steering - 06 Feb-LWMP Steering Ap4-BoD Ap10 19 - Pdf](#)

Recommendation: Corporate Vote Unweighted

That the minutes of the Boundary Community Development Committee (March 6/19), Beaver Valley Regional Parks and Regional Trails Committee (Feb. 12/19), Special East End Services Committee (Feb. 25/19) and the Liquid Waste Management Plan Stage 3 Steering Committee (Feb. 6/19) meetings be received.

7b) Adopted RDKB Recreation Commission Minutes

The minutes of the Christina Lake Parks and Recreation Commission meeting held February 13, 2019 and the minutes of the Grand Forks and District Recreation Commission meeting held on February 14, 2019 are presented.

[Minutes-Electoral Area C Parks & Recreation February 13, 2019 - Board - April 10, 2019](#)

[Minutes-Grand Forks and District Recreation Commission -February 14, 2019 - Board - April 10, 2019](#)

Recommendation: Corporate Vote Unweighted

That the minutes of the Christina Lake Parks and Recreation Commission meeting held February 13, 2019 and the minutes of the Grand Forks and District Recreation Commission meeting held on February 14, 2019 be adopted as presented.

8. Committee Recommendations to Board of Directors

Recommendations to the Board of Directors, as adopted by the RDKB Committees are presented for consideration.

8a) Solid Waste Management Plan Steering and Monitoring Committee-March 14/19

*Director McGregor, Committee Chair / Director Cacchioni,
Committee Vice Chair*

*Agreement with Major Appliance Recycling Roundtable
Stewardship Organization-Drop off Depot Services*

[Staff Report-SWMP Steering Comm-March 15-MARR-BoD-Ap10 19- Pdf](#)

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approve staff to enter into an agreement with the Major Appliance Recycling Roundtable Stewardship Organization (MARR) to host drop off depot services at staffed waste facilities. **FURTHER** that staff bring

forward an amendment to Bylaw No. 1605, 2016 which will allow for participation in the MARR stewardship program.

8b) Electoral Area Services Committee - March 14/19

*Director Worley, Committee Chair -/ Director McGregor,
Committee Vice Chair*

Development Variance Permit-Electoral Area C/Christina Lake
[Staff Report-DVP Gniewotta Board-April 10 2019](#)

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

That the Regional District of Kootenay Boundary Board of Directors approve the Development Variance Permit application submitted by Randy Gniewotta to allow for a variance of 2 m in height from 4.6 m to 6.6 m to construct an accessory building on the property legally described as Lot 1, Plan KAP51313, DL 4037s, SDYD, Electoral Area 'C'/Christina Lake.

8c) Electoral Area Services Committee - March 14/19

*Director Worley, Committee Chair / Director McGregor,
Committee Vice Chair*

*Development Variance Permit - Electoral Area B/Lower Columbia-
Old Glory*
[Staff Report DVP-GenelleTempo Board-April 10 2019](#)

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

That the Regional District of Kootenay Boundary Board of Directors approve the Development Variance Permit application submitted by Permit Solutions Inc., on behalf of JGC Choi Investments Ltd., to allow for a variance in the number of permitted signs from two (2) signs per parcel to six (6) signs per parcel to construct two (2) new signs and replace four (4) signs on the property legally described as Lot 1, Block 4, Plan NEP2423, DL 2404, KD, Genelle, Electoral Area 'B'/Lower Columbia-Old Glory.

8d) M. Forster, Executive Assistant

Re: Notes of RKDB Town Hall Meeting

The notes of the Regional District of Kootenay Boundary Town Hall meetings for Electoral Areas A, B/Lower Columbia-Old Glory, C/Christina

Lake, D/Rural Grand Forks, E/West Boundary and E/West Boundary-Big White are presented.

[Notes TH Mtg - Area A - Fruitvale - March 4, 2019](#)

[Notes TH Mtg - Area B - Rossland Fire Hall - Feb 4, 2019](#)

[Notes TH Mtg - Area C - Christina Lake - Jan 29, 2019](#)

[Notes TH Mtg - Area D - Grand Forks - Feb 11, 2019](#)

[Notes TH Mtg - Area E - Rock Creek - Mar 8, 2019](#)

[Notes TH Mtg - Area E Big White - Mar 7, 2019](#)

Recommendation: Corporate Vote Unweighted

That the notes of the Regional District of Kootenay Boundary Town Hall meetings, held during January-March 2019, for Electoral Areas A, B/Lower Columbia-Old Glory, C/Christina Lake, D/Rural Grand Forks, E/West Boundary and E/West Boundary-Big White be received.

9. New Business

9a) Chair Russell

Re: Request for Letter of Support - Okanagan Nation Alliance Application for Canada Nature Fund for syilx Nation's nx elx eltantet (that which gives us life) Project

The Okanagan Nation Alliance is requesting a letter of support for an application to the Canada Nature Fund for the syilx Nation's nx elx eltantet (that which gives us life) project.

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approve writing a letter of support for the Okanagan Nation Alliance's Canada Nature Fund application for the syilx Nation's nx elx eltantet (that which gives us life) Project to re-establish key connectivity corridors throughout the territory to secure Indigenous protected areas to protect key pinnacle species.

9b) Chair Russell

Re: Grand Forks Border Bruin Association Request RDKB to be Host Agency - Application to Phoenix Foundation Funding

A request for the Regional District of Kootenay Boundary to assume the role of host agency on behalf of the Grand Forks Border Bruin Association for an application to the Phoenix Foundation of the Boundary Communities for \$5,000 to pay for an expansion and

upgrades to the hockey players' dressing room to address storage, hygiene and outdated mechanical systems issues is presented.

[GF BorderBruins-RDKB as HostAgency-PhoenixFoundation Funding-BoD Ap10 19](#)

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approves assuming the role of host agency on behalf of the Grand Forks Border Bruin Association for an application to the Phoenix Foundation of the Boundary Communities for \$5,000 to pay for an expansion and upgrades to the hockey players' dressing room to address issues with storage, hygiene and outdated mechanical systems is presented.

9c) T. Sprado, Manager of Facilities and Recreation-Grand Forks and District

Re: Grand Forks Curling Rink Chiller Replacement

A staff report from Tom Sprado, Manager of Facilities and Recreation-Grand Forks and District Recreation regarding a budget amendment for the Grand Forks Curling Rink Chiller Replacement project is presented.

[Staff Report - Grand Forks Curling Rink Chiller Replacement - Budget Amendment - BoD-Ap10 19](#)

Recommendation: Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approve financing for the replacement of the Grand Forks Curling Club Chiller, as per the report dated April 2, 2019 and presented to the Board of Directors on April 10, 2019, over a five year term through MFA Liability Under Agreement to a maximum of \$35,000. **FURTHER** that the Regional District of Kootenay Boundary Five Year Financial Plan be amended accordingly.

9d) G. Denkovski, Manager of Infrastructure and Sustainability
Re: Statutory Right of Way Saddle Lake Dam Spillway Project

A Staff Report from Goran Denkovski, Manager of Infrastructure and Sustainability regarding a statutory right of way (SRW) for the construction of the spillway at Saddle Lake Dam is presented.

[Staff Report - SRW Saddle Lake Dam Spillway Project - Board - April 10 2019 - Pdf](#)

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors direct Staff to sign the Statutory Right of Way Agreement for the Saddle Lake Dam Spillway Project. **FURTHER**, that the Board direct staff to pay the parcel owner the \$1,500 as agreed to in the terms of the Statutory Right of Way.

9e) J. Dougall, GM - Environmental Services
Re: RDKB's Organics Waste Diversion Strategy and Partnership Opportunity

Director McGregor, Environmental Services Liaison

A Staff Report from Janine Dougall, General Manager of Environmental Services which provides information received from the Regional District of Central Kootenay regarding their Organics Waste Diversion Strategy is presented.

[Staff Report -RDCK Partnership Opportunity - Board - April 10'19](#)
[RDCK-Ltr Organics Waste Diversion-BoD Ap 10 19](#)

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approve, In Principle, the partnership with the Regional District of Central Kootenay in that the RDKB will supply and/or direct collected organic food waste from the McKelvey Creek Wasteshed to the Central Landfill facility once the organics processing infrastructure is constructed and operational and by no later than the end of 2022.

9f) Grants in Aid - as of April 4, 2019

[Grants in Aid-Board-April 10 2019](#)

Recommendation: That the following grants-in-aid be approved:

1. Columbia Basin Environmental Education Network (CBEEN) – Wild Voices Environmental Learning Programs – Electoral Area 'A' - \$500
2. Montrose Recreation Commission – Village of Montrose – Antennae Trail Hike Pancake Breakfast – Electoral Area 'A' - \$600
3. Columbia Basin Environmental Education Network (CBEEN) – Wild Voices Environmental Learning Programs – Electoral Area 'B'/Lower Columbia-Old Glory - \$500
4. Christina Gateway Community Development Centre – CL Welcome Centre Custom Printed Mat – Electoral Area 'C'/Christina Lake - \$2,070.32
5. Christina Lake Recreation Commission – Christina Lake Triathlon – Electoral Area 'C'/Christina Lake - \$1,000

6. Grand Forks Border Bruin Association – Borden Bruin Dressing Room Renovations – Electoral Area 'D'/Rural Grand Forks - \$2,500

10. Bylaws

10a) T. Dueck, Solid Waste Program Coordinator

Re: Updates to RDKB Solid Waste Management Facilities Bylaw

Director McGregor, Environmental Services Liaison

A Staff Report from Tim Dueck - Solid Waste Program Coordinator regarding updates to the Solid Waste Management Facilities Bylaw is presented.

[Staff Report - Bylaw 1719 \(RPT - 1380\) - Pdf](#)

[Bylaw 1719-Track Changes-BoD Ap 10 19](#)

[Bylaw 1719-Final BoD Ap 10 19](#)

Recommendation: Corporate Vote Weighted

That Regional District of Kootenay Boundary Solid Waste Management Facilities Regulatory Bylaw No. 1719, 2019 be given First, Second and Third Reading.

Recommendation: Corporate Vote Weighted

That Regional District of Kootenay Boundary Solid Waste Management Facilities Regulatory Bylaw No. 1719, 2019 be Reconsidered and Adopted.

Recommendation: Corporate Vote Weighted

That Regional District of Kootenay Boundary Solid Waste Management Facilities Regulatory Bylaw No. 1605, 2016, and all amendments thereto, be repealed as of April 30, 2019.

11. Late (Emergent) Items

12. Discussion of Items for Future Meetings

13. Question Period for Public and Media

14. Closed Meeting

- 14a)** Proceed to a closed meeting pursuant to Section 90 (1) (e) of the *Community Charter*.

Recommendation: Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors proceed to a closed meeting pursuant to Section 90 (1) (e) of the *Community Charter*.

15. Adjournment



Regular Meeting of the Board of Directors

March 20, 2019

RDKB Board Room, Trail, B.C

6:00 P.M.

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
F. Maika, Corporate Communications Officer

Others: B. Edwards, Alternate Director Electoral Area B/Lower Columbia-Old Glory

Call to Order

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

Consideration of the Agenda (Additions/Deletions)

The agenda for the Regional District of Kootenay Boundary Board of Directors meeting of March 20, 2019 was presented.

The Manager of Corporate Administration advised of a change to the recommendation in the third agenda item under Bylaws (Budget Approvals and RDKB Financial Plan Bylaw No. 1715, 2019). She also advised that the Culture, Arts and Recreation Service (018) Five Year Financial Plan had been added to the list of budgets/financial plans that had not yet been approved, and it was;

153-19 Moved: Director Morissette Seconded: Director Walsh

Corporate Vote Unweighted

That the agenda for the Regional District of Kootenay Boundary Board of Directors meeting of March 20, 2019 be adopted as amended.

Carried.

Minutes

The minutes of the Regional District of Kootenay Boundary Board of Directors meeting held on March 7, 2019 were presented.

154-19 Moved: Director McGregor Seconded: Director Worley

Corporate Vote Unweighted

That the minutes of the Regional District of Kootenay Boundary Board of Directors meeting held on March 7, 2019 be adopted as presented.

Carried.

Delegation(s)

There were no delegations in attendance.

Unfinished Business**BC Parks-March 12/19****Re: Reply to RDKB Request for Swim Dock-Public Beach, Christina Lake**

Director McGregor noted her concerns with BC Parks' recommendation and advisement that it would not pursue re-installation of the swim dock at the Christina Lake Provincial Park. She

noted that she would bring this matter back to the Christina Lake Parks and Recreation Commission for further discussion, and it was;

155-19 Moved: Director McGregor Seconded: Director Cacchioni

Corporate Vote Unweighted

That the March 12, 2019 letter from BC Parks regarding the RDKB's request for a swim dock at Christina Lake Provincial Park be received.

Carried.

M. Andison, CAO

Re: Big White Community Issues Assessment

A staff report from Mark Andison, Chief Administrative Officer, providing background relating to recent input received from the Ministry of Municipal Affairs and Housing and subsequent community consultation regarding the initiation of a community issues assessment study for the Big White community was presented.

156-19 Moved: Director Gee Seconded: Director Taylor

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors direct staff to write to Minister Selena Robinson, Minister of Ministry of Municipal Affairs and Housing to request grant funding for a community issues assessment for Big White.

Carried.

Communications (Information Only)

a) City of Victoria-March 7/19

Re: Consideration of Resolution of Support for Recovering Costs Arising from Climate Change

b) City of Victoria-March 6/19

Re: Consideration of Resolution of Support for Extension of Vacancy Taxation Authority to Local Governments

c) City of Victoria-March 7/19

Re: Consideration of Resolution of Support for Permanent Residents to Vote in BC Municipal Elections

d) City of Victoria-March 7/19

Re: Consideration of Resolution of Support for Provincial Universal School Food Program

157-19 Moved: Director Dunsdon Seconded: Director Morel

Corporate Vote Unweighted

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

Carried.

Reports

Monthly Cheque Register-Summary for the Month of February 2019

The February 2019 monthly Cheque Register Summary was presented.

158-19 Moved: Director Cacchioni Seconded: Director McGregor

Corporate Vote Unweighted

That the Cheque Register-Summary for the month of February 2019 for \$528,046.65 be received.

Carried.

Adopted RDKB Committee Minutes

The following Committee minutes, as adopted by the respective RDKB Committees were presented:

Solid Waste Management Plan Steering Committee (Jan. 24/19), Boundary Community Development Committee (Feb. 6/19), Policy and Personnel Committee (Feb. 13/19) and Electoral Area Services Committee (Feb. 14/19).

159-19 Moved: Director Grieve Seconded: Director Morissette

Corporate Vote Unweighted

That the following Committee minutes be received:

Solid Waste Management Plan Steering Committee (Jan. 24/19), Boundary Community Development Committee (Feb. 6/19), Policy and Personnel Committee (Feb. 13/19) and Electoral Area Services Committee (Feb. 14/19).

Carried.

Draft RDKB Electoral Area Advisory Planning Commission Minutes

The following draft minutes of the RDKB Advisory Planning Commission meetings held during March 2019 were presented:

Electoral Area B/Lower Columbia-Old Glory (March 4/19), Electoral Area C/Christina Lake (March 5/19), Electoral Area D/Rural Grand Forks (March 5/19) and Electoral Area E/West Boundary (March 4/19).

160-19 Moved: Director McGregor Seconded: Director Grieve

Corporate Vote Unweighted

That the following draft minutes of the RDKB Advisory Planning Commission meetings held during March 2019 be received:

Electoral Area B/Lower Columbia-Old Glory (March 4/19), Electoral Area C/Christina Lake (March 5/19), Electoral Area D/Rural Grand Forks (March 5/19) and Electoral Area E/West Boundary (March 4/19).

Carried.

Public Hearing Minutes

Re: RDKB Bylaws 1701 and 1702

161-19 Moved: Director Grieve Seconded: Director Worley

Corporate Vote Unweighted

That the minutes of the Public Hearing for RDKB Official Community Plan Amendment Bylaw No. 1701 and Zoning Amendment Bylaw No. 1702 held on February 12, 2019 be received.

Carried.

Monthly Committee Recommendations to Board of Directors

Recommendations to the Board of Directors as adopted by the RDKB Committees were presented for consideration.

Policy and Personnel Committee (March 7/19)

Director McGregor Committee Chair / Director Dunsdon Committee Vice Chair

Water Utility Acquisition and Sustainability Policy

162-19 Moved: Director McGregor Seconded: Director Dunsdon

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors adopt the new Regional District of Kootenay Boundary Water Utility Acquisition and Sustainability Policy as prepared

by Urban Systems Ltd. and approved by the Policy and Personnel Committee on March 7, 2019. **FURTHER** that the Policy be distributed accordingly.

Carried.

Board Appointments Updates

Southern Interior Development Initiative Trust (S.I.D.I.T.) - Director McGregor

Director McGregor distributed an update on S.I.D.I.T. meetings and explained that S.I.D.I.T. has been going through transition. She advised that in the near future, the Province would be distributing communications about the transition and other issues the agency is experiencing.

B.C. Rural Centre/Southern Interior Beetle Action Coalition (S.I.B.A.C.) - Director McGregor

There are no new S.I.B.A.C. activities to report.

Okanagan Film Commission - Director Gee

There is a meeting scheduled for the week of March 25th.

Boundary Weed Stakeholders Committee - Director Gee

J. Dougall, General Manager-Environmental Services provided an update on the recent discussions respecting the distribution of invasive plants and the best way to allocate financial resources.

Columbia River Treaty Local Government Committee (CRT LGC)-Director Worley and Director Langman

Director Worley distributed paper copies of an update on CRT LGC activities. Directors Worley and Langman attended a meeting on March 14 and 15. Director Langman advised that Director Worley has been elected as the Chair of the CRT LGC.

Columbia Basin Regional Advisory Committee (CBRAC) - Director Worley

Director Worley distributed the highlights of CBRAC's March 7, 2019 teleconference meeting.

West Kootenay Regional Transit Committee-Director Cacchioni and Alternate Director Parkinson

Director Cacchioni advised that in order for the RDKB Board to become aware of its portion of the budget, he has requested clarification on the amount of the RDKB's portion.

Kootenay Booth - Director Langman

The Kootenay Booth Committee has requested that the RDKB appoint an "Alternate" Director. Chair Russell requested that those Directors who may be interested in this appointment to submit their interest to staff or to him and the Board will appoint an Alternate at the April 10th meeting.

Rural Development Institute (R.D.I.) - Director Worley

There was nothing new to report.

Chair's Update - Chair Russell

Chair Russell distributed his update report and reviewed the information which includes performance review of the Chair and Board, the RKDB Procedure Bylaw review, City of Victoria's approach to resolutions, the date of the MFA AGM and the Flood Recovery Team.

New Business

Director Gee-Electoral Area E/West Boundary

Re: West Boundary Community Service Co-op-Request for RDKB to be Host Agency for Farm Credit Canada AgriSpirit Grant

A request for the Regional District of Kootenay Boundary to assume the role of host agency on behalf of the West Boundary Community Service Co-op for the submission of an application to the Farm Credit Canada AgriSpirit for \$25,000 to pay for Fibre Optic Internet connection and storage and display units at the Rock Creek Community Hub was presented.

163-19 Moved: Director McGregor Seconded: Director Dunsdon

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors approves assuming the role of Host Agency on behalf of the West Boundary Community Service Co-op for the submission of a grant application for \$25,000 for Fibre Optic Internet connection, storage and display units at the Rock Creek Community Hub.

Carried.

E. Moore, Planner

Re: Referral from Front Counter BC Regarding Map Reserve-Electoral Area D/Rural Grand Forks

A staff report from Elizabeth Moore, Planner regarding a Front Counter BC referral for a proposed Map Reserve in Electoral Area D/Rural Grand Forks, east of Grand Forks was presented.

164-19 Moved: Director McGregor Seconded: Director Taylor

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors direct staff to forward this staff report, Front Counter Referral – FLNRORD Map Reserve, dated March 20, 2019, which includes the recommendations of the Electoral Area 'D' Rural Grand Forks Advisory Planning Commission to Front Counter BC for consideration, and further that FLNRORD be advised that the map reserve is supported.

Carried.

G. Denkovski, Manager of Infrastructure and Sustainability
Gas Tax Application - Silver City Trap Club
Electoral Area B/Lower Columbia-Old Glory

An application for the disbursement of Electoral Area B/Lower Columbia-Old Glory Gas Tax funds to the Silver City Trap Club was presented.

165-19 Moved: Director Worley Seconded: Director Grieve

Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approves the Gas Tax application submitted by the Silver City Trap Club and the allocation of Gas Tax funding in the amount of \$21,280.00 from Electoral Area B/Lower Columbia-Old Glory for the costs associated with purchasing a used tractor. **FURTHER** that the Board approves the RDKB signatories to sign and enter into the agreement.

Carried.

G. Denkovski, Manager of Infrastructure and Sustainability
Gas Tax Application - Champion Lakes Golf and Country Club - Electoral Area 'A'

An application for the disbursement of Electoral Area A Gas Tax funds to the Champion Lakes Golf and Country Club was presented.

166-19 Moved: Director Grieve Seconded: Director McGregor

Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approves the Gas Tax application submitted by the Champion Lakes Golf and Country Club and the allocation of Gas Tax funding in the amount of \$15,000 from Electoral Area 'A' for the costs associated with the new metal roof. **FURTHER** that the Board approves the RDKB signatories to sign and enter into the agreement.

Carried.

Grants in Aid - Ending March 14, 2019**167-19** Moved: Director Grieve Seconded: Director McGregor

That the following grants-in-aid be approved:

1. 1st Beaver Valley Scouts – Scouts' Trip to Pacific Jamboree in Sooke – Electoral Area 'A' - \$1,000
2. Beaver Valley May Days – May Days Events – Electoral Area 'A' - \$4,000
3. Kootenay Gateway Ltd. – Rossland Ski Bus Service – Electoral Area 'A' - \$100
4. Gallery 2 – Grand Forks Art Gallery Society – Website Updates – Electoral Area 'D'/Rural Grand Forks - \$4,800
5. Grand Forks Farmers Market – Participation in BC Farmers Market Coupon Program – Electoral Area 'D'/Rural Grand Forks - \$4,000
6. Grand Forks Junior Ultimate Team – Entrance Fee for Spring Reign Youth Ultimate Tournament – Electoral Area 'D'/Rural Grand Forks - \$525
7. Zone 6 BC 55+ Games – Preparation and Participation in Games – Electoral Area 'D'/Rural Grand Forks - \$300
8. Blessings Boutique & More – Reimbursement Transportation Costs to Attend Quarterly Meeting – Electoral Area 'E'/West Boundary - \$400
9. Discover Rock Creek – Economic Development/Consultant Fees – Electoral Area 'E'/West Boundary - \$1,000
10. Discover Rock Creek – Canada Day Community Celebrations – Electoral Area 'E'/West Boundary - \$1,500
11. Trails to the Boundary – Advertisement and Marketing Rail Trail – Electoral Area 'E'/West Boundary - \$551.25
12. W.B.S. Foods & Resources Society – Catering Regional Meat Producers' Cluster Meeting – Electoral Area 'E'/West Boundary - \$350
13. Grand Forks Farmers Market – Participation in BC Farmers Market Coupon Program – Electoral Area 'C'/Christina Lake - \$3,000

Carried.

Bylaws**Bylaw No. 1701-Amending Electoral Area B/Lower Columbia-Old Glory
Official Community Plan Bylaw 1470***Third Reading***168-19** Moved: Director Worley Seconded: Director McGregor

Stakeholder Vote (Electoral Area Directors) Unweighted

That Regional District of Kootenay Boundary Official Community Plan Amendment Bylaw No. 1701, 2019 be read a Third time.

Carried.

**Bylaw No. 1702-Amending Electoral Area B/Lower Columbia-Old Glory
Zoning Bylaw 1540**

Third Reading

169-19 Moved: Director Worley Seconded: Director McGregor

Stakeholder Vote (Electoral Area Directors) Unweighted

That Regional District of Kootenay Boundary Zoning Amendment Bylaw No. 1702, 2019 be read a Third time.

Carried.

B. Burget, General Manager of Finance

Re: Budget Approvals and RDKB Financial Plan Bylaw No. 1715, 2019

A staff report from Beth Burget, General Manager of Finance, regarding RDKB Financial Plan Budget Bylaw No. 1715, 2019 was presented.

170-19 Moved: Director Grieve Seconded: Director Langman

Corporate Vote Weighted

That the 2019 - 2023 Five Year Financial Plans for the following Services be approved:

010 Regionalized Waste Management
053 Fire Protection Beaverdell
054 Big White Fire - Specified Area
057 Fire Protection Specified Area D
058 Fire Protection - Kettle Valley
065 Area E Regional Parks & Trails
074 Big White Security Services
079 Area E Economic Development
092 Noxious Weed Control - Area D & E
145 Greenwood, Area E Cemetery Services
051 Fire Protection - Christina Lake
077 Area C Economic Development
500 Beaver Valley Water Supply
700 East End Regionalized Sewer Utility
018 Culture, Arts and Recreation for the Lower Columbia

Carried.

171-19 Moved: Director McGregor Seconded: Director Cacchioni

Corporate Vote Weighted

That Regional District of Kootenay Boundary Financial Plan Bylaw No. 1715, 2019 be read a First, Second and Third time.

Carried.

172-19 Moved: Director McGregor Seconded: Director Morissette

Corporate Vote Weighted

That Regional District of Kootenay Boundary Financial Plan Bylaw No. 1715, 2019 be Reconsidered and Adopted.

Carried.

Late (Emergent) Items

There were no late emergent items to consider.

Discussion of Items for Future Meetings

A discussion was not necessary.

Question Period for Public and Media

A question period was not required.

Closed Meeting

Proceed to a closed meeting.

173-19 Moved: Director McGregor Seconded: Director Walsh

Corporate Vote Unweighted

That the Regional District of Kootenay Boundary Board of Directors proceed to a closed meeting pursuant to Sections 90 (1) (g) and (i) of the *Community Charter* (time: 6:44 p.m.).

Carried.

The Board of Directors reconvened to the open meeting at 6:54 p.m.

Item Released to the Open Meeting

The following closed meeting recommendation was released to the open meeting:

174-19 Moved: Director Worley Seconded: Director McGregor

Corporate Vote Weighted

That the Regional District of Kootenay Boundary Board of Directors approves a contract award up to \$122,300 to Igor Construction Ltd. for the installation of the deck tile for the Grand Forks & District Aquatic Centre, as per the staff report dated March 15th, 2019 and presented to the Board of Directors on March 20, 2019. **FURTHER** that the Board of Directors authorizes the RDKB signatories to sign and enter into the agreement.

Roundtable-Performance Review of Chair and Board

Chair Russell advised that he wishes to improve the process of feedback to the Chair and Directors and he provided the Directors opportunity to provide their comments.

Adjournment

There being no further business to discuss, the meeting was adjourned (time: 7:01 p.m.).

TL



Committee/Board Delegation and Presentation Form

Names of all persons who will be speaking & position titles (if relevant) must be included. Name of organization you are representing is also required.		Name(s): Rick Jensen, Chair, Columbia Basin Trust _____ Johnny Strilaeff, CEO, Columbia Basin Trust _____	
Subject of delegation (What information will be presented?)		Update on Trust activities. _____ _____	
What is the purpose of delegation? (Please check where appropriate):		Information Only	<input checked="" type="checkbox"/>
		Letter of Support Request	
		Funding Request	
		Other (please provide details): _____ _____ _____	
Contact Person		Jane Medlar, Executive Assistant & Corporate Secretary	
Telephone:	(250) 304-1620	Email:	jmedlar@cbt.org
Meeting Date Requested:		April 10, 2019 - Trail meeting	
Technical Requirements: Will you be using a power-point presentation?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	If yes, you are required to submit the presentation before the meeting as well as bringing it to the meeting on a memory stick.
The Regional District is not responsible for software incompatibility. The Regional District utilizes Microsoft Office products. If you will be using power-point, you are requested to bring your own laptop and a VGA/9-pin or HDMI connection. If you do not have a laptop, contact the Manager of Corporate Administration to make alternative arrangements.			
<p>For more information, please contact:</p> <p>Manager of Corporate Administration 202-843 Rossland Avenue Trail, BC V1R 4S8</p> <p>Phone: 250-368-9148 Toll Free: 1-800-355-7352 Fax: 250-368-3990 Email: tlendaron@rdkb.com</p>			
To facilitate effective delegations:			

Please note that this document will be included on a public agenda and therefore any personal information included will be visible to the public. Please contact the Manager of Corporate Administration/Corporate Officer with any questions or concerns regarding Freedom of Information and Protection of Privacy.

Board & Committee Delegation Request
(Excerpt from Board Presentation Policy) Page 1 of 2

1. The Manager of Corporate Administration will forward your request to the RDKB Board Chair for approval.
2. There may be a case where the Chair will not approve your delegation request and therefore, you may not be able to appear before the Board on the day requested. The Manager of Corporate Administration will confirm with you whether your request has been approved by the Board Chair.
3. Once your delegation request has been approved, **you must submit your power-point presentation and or handouts to the Manager of Corporate Administration prior to the Board meeting.** The Manager of Corporate Administration will provide you with the appropriate instructions.
4. A delegation may be comprised of numerous individuals, **however only 1-2 members of your delegation will be allowed to speak. You should appoint a speaker(s) ahead of time and you must include this information on this form before you return it to the Manager of Corporate Administration.**
5. You will be permitted 10-minutes to make your presentation. It does not matter how many people speak. The name of the person and or group appearing before the Board will be published in the agenda and available to the public.
6. Direct all comments to the RDKB Board Chair.
7. Do not expect an immediate answer. The Board may wish to have further investigation or time to consider the matter.
8. At no time will a delegation be allowed to present information regarding a bylaw which a Public Hearing has been held, or where a Public Hearing is required under an enactment as a prerequisite to the adoption of the bylaw.
9. At no time will a delegation be allowed to present a matter for the purpose of discussion that is to be dealt with as a grievance under a collective agreement.

I understand and agree with the terms and conditions of my request to appear as a delegation:

J. Strilaeff

Name of Delegate/Group Representative

Date		Signature	
N/A		N/A	
For Office Use Only			
Attending at request of the Board		No	
Requesting attendance to present information.		Yes	
Referred to Chair:	Jan. 2019		
	Date		
Approved	Jan. 2019	Declined	N/A
If declined provide explanation:			
N/A			
Date of delegation (if applicable):		April 10, 2019	
Applicant informed of decision:		Jan. 2019	
Theresa Lenardon		Jan. 2019	
Manager of Corporate Administration		Date	

Please note that this document will be included on a public agenda and therefore any personal information included will be visible to the public. Please contact the Manager of Corporate Administration/Corporate Officer with any questions or concerns regarding Freedom of Information and Protection of Privacy.

Board & Committee Delegation Request
(Excerpt from Board Presentation Policy) Page 2 of 2



LEGISLATIVE ASSEMBLY

of BRITISH COLUMBIA

REGIONAL DISTRICT OF
KOOTENAY BOUNDARY

MAR 06 2019

REF. TO: MF
CC: RR/MA/MS/TL/READER
FILE



Katrine Conroy MLA
Kootenay West

March 5, 2019

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

Dear Board Chair and Directors:

I would like to take this opportunity to congratulate the Regional District of Kootenay Boundary on recently receiving Community Emergency Preparedness Funding!

As MLA for Kootenay West, I am thrilled to know that this grant money will contribute to making a plan for an evacuation route. Our communities are healthier and stronger when organizations such as yours are able to offer a variety of initiatives, ensuring public safety for our citizens. I hope this grant \$25,000.00 will assist in helping the Regional District reach its goals.

On behalf of the Government of British Columbia, I wish you all the best, and I thank you for being a part of what makes Kootenay West such a great place to live.

Sincerely yours,

Katrine Conroy, MLA
Kootenay West

KC/ew

Kootenay West Constituency Office

#2 - 1006 3rd Street
Castlegar BC V1N 3X6
T 250 304-2783 F 250 304-2655
Katrine.Conroy.MLA@leg.bc.ca



Boundary Community Development Committee

Minutes

Wednesday, March 6, 2019

RDKB Board Room, Grand Forks, BC

Committee members present:

Director G. McGregor, Chair
Director R. Russell
Director V. Gee
Director B. Taylor
Director R. Dunsdon
Director G. Shaw

Staff and others present:

J. Chandler, General Manager of Operations/Deputy CAO
M. Forster, Executive Assistant/Recording Secretary
B. Burget, General Manager of Finance
T. Sprado, Manager of Facilities and Recreation
D. Drexler, City of Grand Forks
J. Rhodes, City of Grand Forks
L. Olson, Regional Manager – South Okanagan Boundary

CALL TO ORDER

The Chair called the meeting to order at 10:00 am.

ADOPTION OF AGENDA (ADDITIONS/DELETIONS)

The agenda for the March 6, 2019 Boundary Community Development Committee meeting was presented.

The agenda was amended with the addition of a late item: discussion on the agenda material for the April meeting.

Moved: Director Dunsdon Seconded: Director Taylor

That the agenda for the March 6, 2019 Boundary Community Development Committee meeting be adopted as amended.

Carried

ADOPTION OF MINUTES

The minutes of the February 6, 2019 Boundary Community Development Committee meeting were presented.

Moved: Director Russell Seconded: Director Shaw

That the minutes of the February 6, 2019 Boundary Community Development Committee be adopted as presented.

Carried

GENERAL DELEGATIONS

There were no delegations present.

OLD BUSINESS

T. Sprado, Manager of Facilities and Recreation

Re: Draft Grand Forks & Area D Recreation Service Financial Plan (021) - 2019-2023

Moved: Director Russel Seconded: Director Taylor

That the Regional District of Kootenay Boundary Board of Directors approve the Grand Forks & Area D Recreation Service (021) 2019-2023 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall 2019-2023 Five Year Financial Plan.

Carried

T. Sprado, Manager of Facilities and Recreation
Re: Draft Grand Forks Arena Service Financial Plan (030) - 2019-2023

Moved: Director Russell Seconded: Director Taylor

That the Regional District of Kootenay Boundary Board of Directors approve the Grand Forks Arena Service (030) 2019-2023 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall 2019-2023 Five Year Financial Plan.

Carried

T. Sprado, Manager of Facilities and Recreation
Re: Draft Grand Forks Aquatic Centre Service Financial Plan (040) - 2019-2023

The budget will be adjusted by drawing \$15,000 from reserves and reducing the requisition.

Moved: Director Russell Seconded: Director Taylor

That the Regional District of Kootenay Boundary Board of Directors approve the Grand Forks Aquatic Centre Service (040) 2019-2023 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall 2019-2023 Five Year Financial Plan.

Carried

J. Chandler, General Manager of Operations/Deputy CAO
Re: Draft Grand Forks, Area C and Area D Library Service Financial Plan (140) - 2019 - 2013

2017 Financial Statements were attached from the library. Once 2018 financial statements are complete, the information will be provided to the Committee.

Moved: Director Taylor Seconded: Director Russell

That the Regional District of Kootenay Boundary Board of Directors approve the Grand Forks, Area C and Area D Library Service (140) 2019-2023 Five Year Financial Plan

including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall 2019-2023 Five Year Financial Plan.

Carried

J. Chandler, General Manager of Operations/Deputy CAO
Re: Draft Boundary Economic Development Service Financial Plan (008) - 2019-2023

\$2,000 will be included as a contingency for Imagine Kootenay.

Moved: Director Taylor Seconded: Director Dunsdon

That the Regional District of Kootenay Boundary Board of Directors approve the Boundary Economic Development Service (008) 2019-2023 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall 2019-2023 Five Year Financial Plan.

Carried

J. Chandler, General Manager of Operations/Deputy CAO
Re: Draft Greenwood, Midway and Area E Recreation Service Financial Plan (022) - 2019-2023

Moved: Director Shaw Seconded: Director Dunsdon

That the Regional District of Kootenay Boundary Board of Directors approve the Greenwood, Midway and Area E Recreation Service (022) 2019-2023 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall 2019-2023 Five Year Financial Plan.

Carried

J. Chandler, General Manager of Operations/Deputy CAO
Re: Draft Boundary Transit Service Financial Plan (950) - 2019-2023

Moved: Director Shaw Seconded: Director Taylor

That the Regional District of Kootenay Boundary Board of Directors approve the Boundary Transit Service (950) 2019-2023 Five Year Financial Plan including minor changes for

adjustments to year-end totals. **FURTHER** that the Plan be included in the overall 2019-2023 Five Year Financial Plan.

Carried

Moved: Director Shaw Seconded: Director Russell

That the Boundary Community Development Committee directs staff to write a letter to the City of Greenwood to consider providing a financial contribution for the 2020 budget to offset the cost of regional transit services that is above the current requisition currently borne by the City of Grand Forks and Electoral Area D/Rural Grand Forks.

Carried

J. Dougall, General Manager of Environmental Services
Re: Draft Grand Forks and Area D Mosquito Control Service Financial Plan (080) - 2019-2023

Moved: Director Taylor Seconded: Director Russell

That the Regional District of Kootenay Boundary Board of Directors approve the Grand Forks and Area D Mosquito Control Service (080) 2019-2023 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall 2019-2023 Five Year Financial Plan.

Carried

D. Dean, Manager of Planning and Development
Re: Draft Boundary Integrated Watershed Service Financial Plan (170) - 2019-2023

The cost of the cell phone will be moved from "operating contract" to "office supplies".

Moved: Director Russell Seconded: Director Taylor

That the Regional District of Kootenay Boundary Board of Directors approve the Boundary Integrated Watershed Service (170) 2019-2023 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall 2019-2023 Five Year Financial Plan.

Carried

NEW BUSINESS

**J. Wetmore, Community Futures Boundary
Re: Memorandum - Transitioning Projects**

Moved: Director Russell Seconded: Director Shaw

That the Boundary Community Development Committee receive the Community Futures Boundary memorandum as presented. **FURTHER**, those expectations from the Memorandum of Understanding will be continued to be delivered under the Boundary Economic Development Service budget and outreach will be borne by others.

Carried

**Information
Re: TOTA Funding Notification from Destination BC**

Moved: Director Gee Seconded: Director Dunsdon

That the Boundary Community Development Committee receive the letter from Destination BC to S. Carlyse-Smith, TOTA and email from S. Carlyse-Smith as presented.

Carried

**Information
Re: Kootenay Boundary Animal Control Summary - January/February 2019**

Moved: Director Russell Seconded: Director McGregor

That the Boundary Community Development Committee receive the Boundary Animal Control Summary for January and February 2019 as presented.

Carried

**L. Moore, Planner
Re: Excerpt from February 21, 2019 Board Meeting Minutes:
Referral from Front Counter BC - License of Occupation - Electoral Area
C/Christina Lake**

A staff report from Elizabeth Moore, Planner, regarding an application by Douglas and Caroline Shannon for a License of Occupation to secure legal access to their property at District Lot 3046 in Electoral Area C/Christina Lake along a segment of the Trans Canada Trail was presented.

Director Gee expressed her concerns with the application and she noted that the Boundary Community Development Committee is currently working on a Boundary Trails Master Plan for socio-economic opportunities for the Region.

Further to a summary of the proposal from Staff, it was:

Moved: Director Gee Seconded: Director Morel

Corporate Vote Unweighted

That given the Regional District of Kootenay Boundary is in the process of developing a trails master plan in the Boundary region, the RDKB Board of Directors is requesting that at this time, Front Counter BC not make a decision with respect to the application for a License of Occupation, as submitted by Douglas and Caroline Shannon, to secure legal access to District Lot 3046 in RDKB Electoral Area C/Christina Lake along a segment of the Trans Canada Trail, but rather it consider this project as part of the master planning process.

There was no resolution arising from this discussion.

Director McGregor requested that this agenda item be brought back to the Board table for more discussion.

LATE (EMERGENT) ITEMS

Meat Processing Project

Director Gee provided the Committee members with an update on a recent well-attended workshop that was held in Rock Creek.

April BCDC Meeting

The April meeting will be held on Tuesday, April 2, 2019.

DISCUSSION OF ITEMS FOR FUTURE AGENDAS

1. Watershed governance model and 2019 Work Plan/priorities for the Committee.

2. Information on closing items with Community Futures Boundary.

QUESTION PERIOD FOR PUBLIC AND MEDIA

A question period for public and media was not required.

CLOSED (IN CAMERA) SESSION

A closed (in camera) session was not required.

ADJOURNMENT

The meeting was adjourned at 12:20 pm.



Beaver Valley Regional Parks and Regional Trails Committee

Minutes Tuesday, February 12, 2019 RDKB Trail Committee Room

Committee members present:

Director A. Grieve, Chair
Director S. Morissette
Director M. Walsh

Staff present:

M. Daines, Manager of Facilities and Recreation
M. Forster, Executive Assistant/Recording Secretary
M. Onyett, Beaver Valley Library
M. Maturo, CFO – Village of Fruitvale
K. Tuttle, Manager of Finance and Corporate Services – Village of Fruitvale

CALL TO ORDER

The Chair called the meeting to order at 11:50 am.

ACCEPTANCE OF THE AGENDA (additions/deletions)

The agenda for the February 12, 2019 Beaver Valley Regional Parks and Regional Trails Committee meeting was presented.

The agenda was amended with an addition to late items: Service Review, and a change in order of the agenda.

Moved: Director Walsh Seconded: Director Morissette

That the agenda for the February 12, 2019 Beaver Valley Regional Parks and Regional Trails Committee be adopted as amended.

Carried

ADOPTION OF MINUTES

The minutes of the Beaver Valley Regional Parks and Regional Trails Committee meeting held on January 8, 2019 were presented.

Moved: Director Morissette Seconded: Director Walsh

That the minutes of the Beaver Valley Regional Parks and Regional Trails Committee meeting held on January 8, 2019 be adopted as presented.

Carried

DELEGATIONS

Marie Onyett - Beaver Valley Library

Re: Presentation

M. Onyett, Beaver Valley Library, attended the meeting to present the Library's 2019 budget. She left the meeting at 12:05 pm.

Moved: Director Walsh Seconded: Director Morissette

That the Beaver Valley Regional Parks and Regional Trails Committee directs the Manager of Facilities and Recreation to include the Library's work plan and budget proposal in the 2019 Parks and Trails budget.

Carried

UNFINISHED BUSINESS

M. Daines, Manager of Facilities and Recreation

Re: Draft Beaver Valley Recreation Service Financial Plan (013) - 2019-2023

Moved: Director Walsh Seconded: Director Morissette

That the Regional District of Kootenay Boundary Board of Directors approve the Beaver Valley Recreation Service (030-013) 2019-2023 Five Year Financial Plan including minor

changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall RDKB 2019-2023 Five Year Financial Plan.

Carried

M. Daines, Manager of Facilities and Recreation
Re: Draft Beaver Valley Parks and Trails Service Financial Plan (019) - 2019-2023

Moved: Director Morissette Seconded: Director Walsh

That the Regional District of Kootenay Boundary Board of Directors approve the Beaver Valley Parks and Trails Service (019) 2019-2023 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall RDKB 2019-2023 Five Year Financial Plan.

Carried

M. Daines, Manager of Facilities and Recreation
Re: Draft Beaver Valley Arena Service Financial Plan (020-011) - 2019-2023

Moved: Director Walsh Seconded: Director Morissette

That the Regional District of Kootenay Boundary Board of Directors approve the Beaver Valley Arena Service (020-011) 2019-2023 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER** that the Plan be included in the overall RDKB 2019-2023 Five Year Financial Plan.

Carried

M. Daines, Manager of Facilities and Recreation
Re: Arbour Construction Update - Discussion

The Committee members were provided with an update on the ongoing progress being made on the arbour construction.

NEW BUSINESS

M. Daines, Manager of Facilities and Recreation
Re: Beaver Valley Survey on Recreation-Draft

A staff report from Mark Daines, Manager of Facilities and Recreation, regarding a first draft of the 2019 Survey on Recreation was presented.

The stakeholders were encouraged to share the draft Survey on Recreation with their council members and submit any questions to M. Daines so that the questions can be included on the survey. The deadline for question submission is June 30.

There were no resolutions arising.

M. Maturo - CFO, K. Tuttle - Manager of Finance and Corporate Services - Village of Fruitvale
Re: Budget Presentation

M. Maturo and K. Tuttle, Village of Fruitvale, attended the meeting to present their 2019 budget. Highlights included:

1. renewal of the Age Friendly contract,
2. proposed replacement of media equipment, and
3. request to repurpose \$60,000 initially requisitioned for a roof replacement of the Memorial Hall that did not happen.

The Village of Fruitvale will submit a letter to M. Daines, requesting that the \$60,000 be used for another purpose.

Moved: Director Morissette Seconded: Director Walsh

That the Beaver Valley Regional Parks and Regional Trails Committee receive the 2019-2023 Recreation Financial Plan from the Village of Fruitvale as presented.

Carried

A. Grieve
Re: Nitehawks' Banquet - Discussion

Director Grieve informed the Committee members that the banquet has been scheduled for February 25, 2019.

There were no resolutions arising.

Newsletter Additions

Director Grieve encouraged the Committee members to participate in providing material for the Valley newsletter.

There were no resolutions arising.

Information

Re: Letter from CBT - Arbour Completion

Moved: Director Walsh Seconded: Director Morissette

That the Beaver Valley Regional Parks and Regional Trails Committee receive the correspondence from CBT as presented.

Carried

LATE (EMERGENT) ITEMS

General Discussion

Director Grieve informed the group on the need to do a service review every five years for this recreation service.

The Committee will request an accounting update from the City of Trail regarding the Recreation Agreement with the City.

There were no resolutions arising.

DISCUSSION OF ITEMS FOR FUTURE MEETINGS

1. Service review of the recreation service should be done every five years.
2. Follow up on accounting update from the City of Trail regarding the Recreation Agreement.

QUESTION PERIOD FOR PUBLIC AND MEDIA

A question period for the public and media was not required.

CLOSED (IN CAMERA) SESSION

A closed (in camera) session was not required.

ADJOURNMENT

The meeting was adjourned at 12:55 pm.



East End Services Committee

Minutes Monday, February 25, 2019 Trail Board Room

Committee members:

Director A. Grieve - Chair
Director L. Worley (by telephone)
Director A. Morel
Director R. Cacchioni
Director M. Walsh
Director S. Morissette
Alternate Director A. Parkinson

Staff and others present:

J. Chandler, General Manager of Operations/Deputy CAO
M. Forster, Executive Assistant/Recording Secretary
M. Andison, Chief Administrative Officer
B. Burget, General Manager of Finance
D. Derby, Regional Fire Chief
Alternate Director L. Pasin

Call to Order

The Chair called the meeting to order at 11:00 am.

Acceptance of the Agenda (additions/deletions)

The agenda for the February 25, 2019 East End Services Committee meeting was presented.

Moved: Director Cacchioni Seconded: Director Morel

That the agenda for the February 25, 2019 East End Services Committee meeting be adopted as presented.

Carried

Minutes

The minutes of the February 8, 2019 East End Services Committee meeting were presented.

Moved: Director Cacchioni Seconded: Director Morissette

That the minutes of the February 8, 2019 East End Services Committee meeting be adopted as presented.

Carried

Delegations

There were no delegations present.

Unfinished Business

D. Derby, Regional Fire Chief

Re: KBRFRS - 2019 Budget and Deputy Fire Chief Review

Discussion ensued and it was:

Moved: Director Worley Seconded: Alternate Director Parkinson

That the East End Services Committee support the hiring of the Deputy Fire Chief for the Kootenay Boundary Regional Fire Service as per the staff report, titled, Kootenay Boundary Regional Fire Rescue – 2019 Budget and Deputy Fire Chief. **FURTHER**, that the Regional District of Kootenay Boundary Board of Directors approve the Kootenay Boundary Regional Fire Rescue Service (050) 2019-2023 Five Year Financial Plan including minor changes for adjustments to year-end totals. **FURTHER**, that the Plan be included in the overall RDKB 2019-2023 Five Year Financial Plan.

Carried

(Director Cacchioni opposed.)

Director Worley left the meeting at 12:10 pm.

New Business

There was no new business for discussion.

Late (Emergent) Items

Scheduling of Future East End Services Committee Meetings

The Committee members agreed to begin future East End Services Committee meetings at 3:30 pm, beginning April 2019.

Discussion of items for future agendas

A discussion of items for future agendas was not required.

Question Period for Public and Media

A question period for public and media was not required.

Closed (In camera) Session

A closed (in camera) session was not required.

Adjournment

The meeting was adjourned at 12:15 pm.



LWMP Stage 3 Steering Committee Meeting

Minutes

Wednesday, February 6, 2019-3:00 pm

The Regional District of Kootenay Boundary Boardroom, Trail BC

Committee Members Present:

Director R. Cacchioni-Chair
Director L. Worley, Vice-Chair
Director A. Morel
Director D. Langman

Staff Members Present:

J. Dougall, General Manager of Environmental Services
G. Denkovski, Manager of Infrastructure and Sustainability
S. Surinak, Secretary/Clerk/Receptionist/Recording Secretary

Others Present:

A Gibb, WSP
R Warren, WSP
A. Bennett, WSP

CALL TO ORDER

The Chair called the meeting to order at 3:00 p.m.

CLOSED (IN CAMERA) SESSION

Proceed to a Closed Meeting Pursuant to Section 90 (1) (k) of the Community Charter.

Moved: Director Worley Seconded: Director Morel

That the Liquid Waste Management Plan Stage 3 Steering Committee proceed to a closed meeting (time: 3:00 pm).

Carried

ACCEPTANCE OF AGENDA (ADDITIONS/DELETIONS)

The agenda for the February 6, 2019 Liquid Waste Management Plan Stage 3 Steering Committee meeting was presented.

Moved: Director Langman Seconded: Director Worley

That the agenda for the February 6, 2019 Liquid Waste Management Plan Stage 3 Steering Committee meeting be adopted as presented.

Carried.

ADOPTION OF MINUTES

The minutes for the December 6, 2018 Liquid Waste Management Plan Stage 3 Steering Committee meeting were presented.

Moved: Director Morel Seconded: Director Worley

That the minutes of the Liquid Waste Management Plan Stage 3 Steering Committee December 6, 2018 meeting be adopted as presented.

Carried.

UNFINISHED BUSINESS

G. Denkovski

Re: CPCC Upgrade Detailed Design Update

A Staff Report from Goran Denkovski, Manager of Infrastructure and Sustainability regarding the CPCC upgrade detailed design update report was presented.

Moved: Director Langman Seconded: Director Worley

That the CPCC Upgrade and LWMP Stage 3 Steering Committee receive the detailed design update Staff Report.

Carried.

NEW BUSINESS**A. Gibb****Re: CPCC Upgrade 90% Design Review Overview**

A verbal overview from A. Gibb, Project Director for WSP on the CPCC Upgrade 90% Design. The WSP design team will provided a PowerPoint presentation that covered the following based on the 90% design:

- Updated site plan and architectural renderings
- Summarize 90% design review to be held with staff (scheduled for February 7, 2019)
- Status of grant application
- Action items

The Committee requested that Goran Denkovski, Manager of Infrastructure and Sustainability, send copies of Mr. Gibb's presentation, minus the in camera items, to the Directors so that they may share that information with their councils and constituents.

Moved: Director Worley Seconded: Director Morel

That the verbal overview from A. Gibb, Project Director for WSP on the CPCC Upgrade 90% Design be received.

Carried.

G. Denkovski**Re: Liquid Waste Management Plan Stage 3 Draft Report**

A report from Goran Denkovski, Manager of Infrastructure and Sustainability regarding the Liquid Waste Management Plan Stage 3 draft report was presented.

Moved: Director Langman Seconded: Director Morel

That the Steering Committee receive the Draft Liquid Waste Management Plan Stage 3 report and refer the report to the Liquid Waste Management Plan Stage 3 Joint Local/Technical Advisory Committee for comment.

Carried.

G. Denkovski

Re: Liquid Waste Management Plan Stage 3 Public Consultation Package

A report from Goran Denkovski, Manager of Infrastructure and Sustainability regarding the LWMP Stage 3 public consultation posters was presented.

Moved: Director Worley Seconded: Director Langman

That the Steering Committee refer the public consultation posters to the LWMP Stage 3 Joint Local/Technical Advisory Committee for comment.

Carried.

Moved: Director Morel Seconded: Director Worley

That the revised public consultation posters be sent to the Directors for use with their councils and members of the public.

Carried.

DISCUSSION OF ITEMS FOR FUTURE AGENDAS

The Committee decided to invite the area Federal and Provincial Representatives to attend the next Liquid Waste Management Plan Stage 3 Steering Committee Meeting to be held sometime during the period of February 19-22, 2019

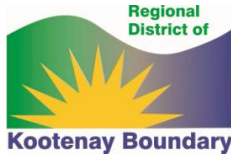
Moved: Director Langman Seconded: Director Worley

That Member of Parliament, Richard Canning and Member of Legislative Assembly, Katrine Conroy be invited to attend the next Liquid Waste Management Plan Stage 3 Steering Committee Meeting.

Carried.

ADJOURNMENT

The Chair adjourned the meeting at 4:50 p.m.



**Electoral Area "C" Parks & Recreation Commission
Regular Meeting
Wednesday, February 13, 2019
Welcome Centre
8:00 AM**

AGENDA

1. CALL TO ORDER

2. ACCEPTANCE OF THE AGENDA (ADDITIONS/DELETIONS)

- The agenda for the February 13, 2019 Christina Lake Parks & Recreation Commission meeting is presented.

Recommendation: That the agenda for the February 13, 2019 Christina Lake Parks & Recreation Commission meeting be adopted as presented.

3. ADOPTION OF MINUTES-Pgs 1-4

- The minutes of the Christina Lake Parks & Recreation Commission meeting held on January 9, 2019 are presented.

Recommendation: That the minutes for the Christina Lake Parks & Recreation Commission meeting held on January 9, 2019 be adopted as presented.

4. OLD BUSINESS

- **Trail Development from Cove Bay to Brown Rd-Randy Gniewotta-Report-Pgs-5-8**
- **Stewardship Society Reports**
 - Moro Bridge Removal-Pgs 9-12
 - Derelict Dock Program Report-Pgs 13-20
- **Cascade Cemetery-Paul Beattie**
- **Christina Lake Community and Nature Park**
- **Pedestrian Bridge**
- **Kettle River Walk Trail**
- **Free Fitness week –Feb 4 to Feb 8/March 4 to March 8th**
- **Fall Prevention Clinic-February 7- Community Hall 11:5 to 12:15pm**

5. NEW BUSINESS-

- **Assign Recreation Commission Member to sit on the C.L. Gateway Development Association**
- **Swimming Dock at Christina Lake Provincial Park**

6. INFORMATIONAL ITEMS

A. Financial Plan

- Five Year Financial Summary Sheet/2019 Work Plan-**Pgs 21-44**
 - Detail sheets-TBD
- 2018 – RDKB Financial Statement – N/A

B. Correspondence-N/A

C. Project Updates

- **Kettle River Walk Trail**-(Moved to Old Business)
- **Pickleball Court Expansion**-

D. Sub Committee Report

- **COP Update**-
- **Trails – Josh Strzelec**-

E. Staff Monthly Report/Community Events Report

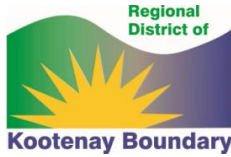
- **Recreation Program –**
 - February Flyer-**Pgs 45-46**
 - Christina Lake Triathlon Update
- **Park Maintenance –N/A**
- **Community Coordinator Report – Update**

F. Retirement Recognition: Kim Johnson

7. LATE EMERGENT ITEMS

8. DISCUSSION OF ITEMS FOR FUTURE MEETINGS

9. ADJOURNMENT



**Electoral Area "C" Parks & Recreation Commission
Regular Meeting
Wednesday, February 13, 2019
Christina Lake Welcome Centre
8:00 AM**

MINUTES

Recreation Commission Members present:

Present

Adam Moore
Brenda Auge
Dianne Wales
Ericka McCluney
Joe Sioga
Liz Stewart
Paul Beattie
Tara Bobocel

Absent

Josh Strzelec
Randy Gniewotta

Area Director

Grace McGregor

Alternate Area Director

Donna Wilchynski

Staff and others present:

RDKB Staff

Tom Sprado/Lilly Bryant/Kim Johnson

1. CALL TO ORDER-

- The Chair called the meeting to order at 8:02am

2. ACCEPTANCE OF THE AGENDA (ADDITIONS/DELETIONS)

The agenda for the February 13, 2019 Christina Lake Recreation Commission meeting is presented.

Addition: #8 Late Emergent Item:

Trail Pad Map Reprint –Request to cover 1/3 of the cost for reprinting maps

05-19 Moved: Liz Stewart

Seconded: Joe Sioga

That the agenda for the February 13, 2019 Christina Lake Recreation Commission meeting be adopted as amended.

Carried

3. ADOPTION OF MINUTES

The minutes of the Christina Lake Recreation Commission meeting held on January 9, 2019 are presented.

06-19 Moved: Brenda Auge

Seconded: Tara Bobocel

That the minutes for the Christina Lake Recreation Commission meeting held on January 9, 2019 be adopted as presented.

Carried

4. Birthday/Retirement Recognition: Tom Sprado/ Kim Johnson

Recognition for Tom's Birthday and Kim's Retirement

5. OLD BUSINESS

- **Trail Development from Cover Bay to Brown Rd**
 - Paul Beattie provided a verbal report
 - Walked the proposed 7km route with GPS
 - Concerns about Private Properties in sections of the route
 - A report will be submitted to Highways once the proposed route has been completed by members of the Recreation Commission (Randy/Paul).
- **Stewardship Society Reports**
 - Moro Bridge Removal
 - Pictures/Expenses were provided for the removal of the Bridge
 - Derelict Dock program Report
 - Pictures/Report were provided for the removal of abandon docks and walkways on the shores and waterways of the lake
- **Cascade Cemetery-Paul Beattie Follow Up Report**
 - 29 family names have been located in Cemetery
 - Project will be removed from the Christina Lake Recreation Commission as a future project item
 - Grace will provide a Grant-In-Aid from Area C Director to move forward with Kiosk project – Paul/Donna will apply for the grant-in-Aid
- **Christina Lake Community and Nature Park-Discussion**
 - George Harris indicated that we should be receiving information about the updated application by the end of this week (February 15, 2019)
 - If accepted and approved – Project would be included in the 2020 budget
- **Pedestrian Bridge-Discussion (Grant Application)**
 - Grant application has been sent for approval- information about the awards will not be available until fall.
 - Staff will be meeting with Richard Canning to discuss the Pedestrian bridge project. February 13, 2019 at 3:30pm – Lisa's Lakeside Restaurant
- **Kettle River Walk Trail- Discussion**
 - OIB was contacted in January but there was no response back as of this week.
- **Free Fitness Week- Brenda Auge Report**
 - Free classes were appreciated by the community
 - There was a few new participants attending the classes
- **Free Fall Prevention-**
 - February 7th – Well received
 - Offering a workshop in the Fall and during the winter months

6. NEW BUSINESS-

- **Assign Christina Lake Recreation Commission Member to sit on the Christina Lake Gateway Development Association:**
 - Meetings are held the 1st Tuesday of the month at 8am
 - Erika McCluney accepted the position
- **Swimming Dock at Christina Lake Provincial Park**
 - RDKB will provide a letter of support to BC Parks requesting a Swimming Dock at the Christina Lake Provincial Park

7. INFORMATIONAL ITEMS

A. Financial Plan

- 2019 Work Plan –Received for Information
 - Reviewed updated 2019 Budget
- RDKB Financial Statement – N/A

B. Correspondence-N/A

C. Project Updates

- Kettle River Walk Trail- (Moved to Old Business)
- Trail Development from Cove Bay to Brown Rd-(Moved to Old Business)
- Pickleball Court Expansion- Will be starting phase #2 in the spring

D. Sub Committee Report

- COP Update-Contact Member will be determined at first meeting
- Trails – Josh Strzelec- N/A

E. Staff Monthly Report/Community Events Report

- **Recreation Program –**
 - February Flyer- Reviewed Flyer
 - Pharmasave Christina Lake Triathlon will be scheduled Sunday, June 23rd-Providing information for the eblast
- **Park Maintenance –N/A**
- **Community Coordinator Report – Update**
 - RFP for the Christina Lake Welcome Centre Bistro
 - Evaluation of RFP will be held on February 25th
 - Insurance increase due to flooding area
 - Homecoming Weekend July 12 to July 13th
 - No Pickleball Tournament during the 10th Anniversary Celebration Summerfest
 - Update on the application for the Pickleball Capital Branding
 - Scheduling Pickleball Tournaments May and September
 - Summer Student grant application completed

8. LATE EMERGENT ITEMS

- **Trail Pad Maps –Reprint**

- Trail Pad Map Reprint –Request to cover 1/3 the cost of the reprint

Recommends that the Christina Lake Recreation Commission contributes \$1000 from the Parks and Trails budget towards the trail map pad printing for 2019.

07-19 Moved: Brenda Auge Seconded: Dianne Wales

Carried

9. DISCUSSION OF ITEMS FOR FUTURE MEETINGS

- **Promenade Trail**

- Joe Sioga will contact a local resident about packing the local trails around the community

- **Disc Golf course –Future Location**

- Conversation about developing a course on the Swanson Rd/ Dog Park area

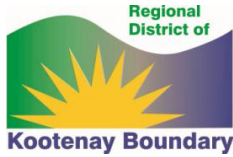
10. ADJOURNMENT

That the meeting be adjourned at 9:45am

08-19 Moved: Brenda Auge

Lilly Bryant, Recording Secretary

Grace McGregor, Chairperson



**Grand Forks & District Recreation Commission
Regular Meeting
Thursday, February 14, 2019**

**David Borchelt Meeting Room (Arena)
8:45 AM**

AGENDA

1. CALL TO ORDER

**2. ACCEPTANCE OF THE AGENDA
(ADDITIONS/DELETIONS)**

- The agenda for the February 14, 2019 Grand Forks and District Recreation Commission meeting is presented.

Recommendation: that the agenda for the February 14, 2019 Grand Forks and District Recreation Commission meeting be adopted as presented.

3. ADOPTION OF MINUTES-Pgs 1-3

- The minutes of the Grand Forks and District Recreation Commission meeting held on January 17, 2019 are presented.

Recommendation: that the minutes for the Grand Forks and District Recreation Commission meeting held on January 17, 2019 be adopted as presented.

4. SUPERVISORS REPORT: Report Presentation from Staff

- Grand Forks Aquatic Centre-Aquatic Maintenance Coordinator-Pgs 4-7
- Grand Forks Aquatic Centre-Aquatic Program Coordinator-Melina Van Hoogevest-Pgs 8-9
- Jack Goddard Memorial Arena-Arena Maintenance Chief Engineer -Darryl Fun- Pgs 10-12

5. CORRESPONDENCE: Boundary Family Services Society

- Request for pool passes-Pgs 13-16
- 2019 Foundation Grant Application & Criteria-Pgs 17-21

6. OLD BUSINESS

- **Grand Forks Skating Club** –Updated request for Ice Show March 15 - Booked Ice from 3 until 10pm with Ice show starting at 7pm.-Pg 22-
- **Sale of the Old Score Clock-**

- **Aquatic Centre**
 - **Aquatic Centre 2019 Pool Deck –**
 - Invitation to Tender-**Pgs 23**
 - Commitment to Pool Deck rehabilitation Project-**Pgs 24-25**
- **Learning Garden:** Verbal update from Council Member- Chris Moslin regarding the Learning garden
- **Arena/Aquatic combined pass**
 - Due to separate budgets –This option is not possible at this time

7. NEW BUSINESS-N/A

8. INFORMATIONAL ITEMS

A. Financial Plan

- 2018 – RDKB Financial Income Statement-N/A
- Five Year Financial Plan Summary/2019 Work Plans- **Pgs 26-74**
 - **Detail Sheets-TBD**
- YTD-2019 Revenue Report-GFREC-**Pg75**
- YTD-2019 Arena Attendance/ Revenue Report-**Pg76**
- YTD/ 2019 -Aquatic Attendance/Revenue Report -**Pg77**
- YTD-Jan 2019-Comparison Program Statistics Report –Aquatics-**Pg78**
- YTD-Jan 2019-Jack Goddard Memorial Arena Usage Stats- **Pg79**

B. Supervisor Reports

- Aquatic Maintenance Coordinator – **Agenda #4**
- Aquatic Program Coordinator – **Agenda #4**
- Arena Maintenance Chief Engineer –**Agenda #4**
 - Recreation Program Services Supervisor
 - Feb/March Program Update-**Pgs 80-84**
 - February Flyer-**Pgs 85-88**

9. LATE EMERGENT ITEMS

10.ROUND TABLE

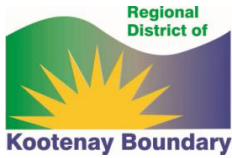
- School District # 51-
- Library and Arts Societies (Culture) - None
- Recreation and Culture Committee of City Council-
- Community Members at Large-

11.DISCUSSION OF ITEMS FOR FUTURE MEETINGS

12.QUESTION PERIOD FOR PUBLIC MEDIA

13.CLOSED (IN CAMERA) SESSION

14. ADJOURNMENT



Grand Forks & District Recreation Commission
Regular Meeting
Thursday, February 14, 2019
David Borchelt Meeting Room
(Arena Viewing Room)
8:45 AM
Minutes

Minutes of the Regular Meeting of the Grand Forks and District Recreation Commission held January 17, 2018 in the Jack Goddard Memorial Arena

Present

Brian Noble
 Chris Moslin
 Jaime Massey
 Nigel James
 Roly Russell
 Susan Routley
 Terry Doody

Absent

Bob MacLean
 Eric Gillette

Staff

Tom Sprado/Lilly Bryant/Melina Van Hoogevest/Marg Kovacs/Darryl Funk

1. CALL TO ORDER at 8:45am

2. INTRODUCTIONS

- Grand Forks Aquatic Centre-Aquatic Maintenance Coordinator- Marg Kovacs
- Grand Forks Aquatic Centre-Aquatic Program Coordinator-Melina Van Hoogevest-
- Jack Goddard Memorial Arena-Arena Maintenance Chief Engineer - Darryl Funk-

3. SUPERVISORS REPORT: Report Presentation from Staff

- Grand Forks Aquatic Centre-Aquatic Program Coordinator-Melina Van Hoogevest-
- Grand Forks Aquatic Centre-Aquatic Maintenance Coordinator- Discussed the aging of the Aquatic Centre/Rope swing Issues/Unexpected repairs
- Jack Goddard Memorial Arena-Arena Maintenance Chief Engineer - Darryl Funk-Off Season projects/Jersey display for Igor Agarunov.
- Recreation Commission appreciated the staff attending the meeting.
- Will determine how often the staff should attend the monthly meetings

2. ACCEPTANCE OF THE AGENDA (ADDITIONS/DELETIONS)

The agenda for the February 14, 2019 Grand Forks and District Recreation Commission meeting is presented.

Change order of Supervisors Report: #2 & #3

Addition: #6 Old Business-Aquatics

Email from Wayne Radomske Interior Health regarding upgrade for the pool deck

Recommendation: that the agenda for the February 14, 2019 Grand Forks and District Recreation Commission meeting be adopted as amended.

07-19 Moved: Terry Doody

Seconded: Susan Routley
Carried

3. ADOPTION OF MINUTES

The minutes of the Grand Forks and District Recreation Commission meeting held on January 17, 2019 are presented as amended.

Corrected spelling for Chris Moslin and Jaime Massey

Recommendation: that the minutes for the Grand Forks and District Recreation Commission meeting held on January 17, 2019 be adopted as emended.

08-19 Moved: Terry Doody

Seconded: Jaime Massey
Carried

4. CORRESPONDENCE: Boundary Family Services Society

- Requesting free Aquatic pool passes for Child/Youth/Adult and Families

Recommendation: that a letter be sent to BFISS to inform the organization that their request for free passes was denied. AND to inform the organization that grant funding is available through Grant in Aid from Area D, local service groups and other grant opportunities such as the Leisure Access and Inclusion program that exists at the Grand Forks Aquatic Centre.

09-19 Moved: Roly Russell

Seconded: Terry Doody
Carried

- 2019 Foundation Grant Application & Criteria-Provided for Information – Grant Application has been sent out to all the youth groups in our community

5. OLD BUSINESS

- **Grand Forks Skating Club** –Updated request for Ice Show March 15 - Booked Ice from 3 until 10pm with Ice show starting at 7pm.
- **Sale of the Old Score Clock**-Clock is still available
- **Aquatic Centre**
 - **Aquatic Centre 2019 Pool Deck** –
 - Invitation to Tender- deadline date was extended to February 15, 2019
 - Commitment to Pool Deck rehabilitation Project- Discussed the email from Interior Health regarding the deck project
 - **Learning Garden:** Verbal update from Council Member-Chris Moslin regarding the Learning garden
 - Bill Wilby is the new president for the local Agriculture Society Association
 - He will be contacted and invited to the next commission meeting March 14, 2019 to provide an update on the future of Learning Garden
- **Chris Moslin Left meeting at 9:52am**
- **Arena/Aquatic combined pass**
 - Due to separate budgets –This option is not possible at this time

6. NEW BUSINESS-N/A

7. INFORMATIONAL ITEMS

C. Financial Plan

- RDKB Financial Income Statement-N/A
- Five Year Financial Plan Summary/2019 Work Plans-
 - **Detail Sheets-TBD**-Received for Information
- YTD-2019 Revenue Report-GFREC- Received for Information
- YTD-2019 Arena Attendance/ Revenue Report-Received for Information
- YTD/ 2019 -Aquatic Attendance/Revenue Report-Received for Information
- YTD-Jan 2019-Comparison Program Statistics Report –Aquatics- Received for Information
- YTD-Jan 2019-Jack Goddard Memorial Arena Usage Stats- Received for Information

D. Supervisor Reports

- Aquatic Maintenance Coordinator – **Moved to #2 & 3 on Agenda**
- Aquatic Program Coordinator – **Moved to #2 & #3 on agenda**

- **Arena Maintenance Chief Engineer – Moved to #2 & #3 on agenda**
 - Recreation Program Services Supervisor
 - Feb/March Program Update-Received for Information
 - February Flyer-Received for Information
 - Kim's Retirement
 - Pharmasave Christina Lake Triathlon

8. LATE EMERGENT ITEMS

- **Roly Russell left meeting at 10:30am**

9. ROUND TABLE

- **School District # 51- Jaime Massey**
 - Grades 9 to 12 will be traveling to Nova Scotia
 - Reviewing the School District's evacuation procedures
- **Library and Arts Societies (Culture) - None**
- **Recreation and Culture Committee of City Council-**
 - Spoke about the Learning garden in Old Business
- **Community Members at Large- Nigel James-**
 - Requesting a Fall Prevention April
 - **Terry Doody:** The Legion has grant funding available for local groups

10. DISCUSSION OF ITEMS FOR FUTURE MEETINGS:

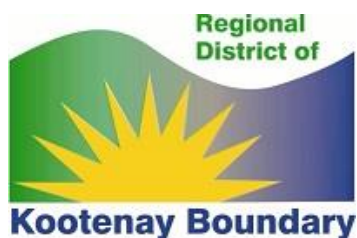
- Communication in General

11. QUESTION PERIOD FOR PUBLIC MEDIA

12. CLOSED (IN CAMERA) SESSION

13. ADJOURNMENT

- **10-19 Moved: Terry Doody**



STAFF REPORT

Date: 14 Mar 2019 **File**

To: **Chair McGregor and the SWMP Steering and Monitoring Committee**

From: Tim Dueck - Solid Waste Program Coordinator

Re: MARR Agreement

Issue Introduction

A Staff Report from the Solid Waste Program Coordinator seeking direction regarding a depot agreement with the Major Appliance Recycling Roundtable stewardship organisation.

History/Background Factors

The RDKB accepts scrap metal at all our landfills and staffed waste transfer stations. This includes major appliances described in the Major Appliance Recycling Roundtable (MARR) stewardship plan. These appliances include stoves, dishwashers, washing machines, dryers etc and appliances containing Ozone Depleting Substances (ODS) - freezers, fridges and air conditioners.

Presently the RDKB has no formal agreement with the Steward; MARR. The RDKB accepts all non-ODS containing MARR items (washers, dryers, stoves etc) at all our facilities and charges a tipping fee of \$30.00 per tonne or \$3 minimum charge like any other piece of scrap metal.

At Boundary facilities the RDKB also accepts ODS containing MARR appliances and levies a tipping fee of \$20 per unit to cover the cost of freon removal by a certified technician. The freon is removed for a charge of \$9 for fridges and freezers, and \$12 for air conditioning units.

In the McKelvey Creek wasteshed, the RDKB accepts non-ODS containing appliances at \$30 per tonne, but does not accept ODS containing appliances at the Landfill. Instead, Greater Trail residents must take all freezers, fridges and air conditioners to the Tervita Metals facility in the Columbia Gardens/Waneta Industrial Park. Tervita charges \$15 for freon removal. Tervita will also accept other non-ODS containing appliances for no charge.

MARR has now had a new Stewardship plan accepted by the Province which calls for the establishment of depots that residents can access without any drop-off charge. The RDKB has been invited to be part of the MARR collection system whereby we would be compensated for our efforts directly by the MARR stewardship program. MARR is proposing to, 1) pay the \$9 cost of freon removal from fridges and freezers and the \$12 cost of ODS materials from air conditioners, and 2) provide a stipend of \$3 for each non-ODS containing appliance (stoves, dishwashers, dryers etc). The MARR contract also provides additional compensation to the RDKB if the price of scrap metal dips below a profit level.

Tervita Metals has not yet indicated whether they will be part of the future MARR program.

Staff is recommending that the RDKB continue to accept MARR products in our scrap metal diversion program, waive the tipping fee from the resident and accept the compensation provided directly by MARR - with the exception of the McKelvey Creek Landfill which will continue to not accept ODS containing appliances.

Implications

Presently the RDKB does not track the number of MARR appliances handled by the scrap metal diversion program. It is estimated that the reduction in tipping fees received from white goods would be compensated by MARR's payment of \$3 per unit collected. Staff estimate that the switch will be revenue-neutral but may necessitate procedural changes in tracking and record keeping.

For the resident, this will mean that MARR appliances can be dropped off for no charge at all RDKB facilities with the exception of McKelvey Creek Landfill which will continue to not accept ODS containing appliances.

Should the Board decide to accept this MARR contract, the RDKB will need to amend Bylaw #1605 to reflect this change in definitions and fees collected.

Advancement of Strategic Planning Goals

Entering into a contract with MARR for the cost of funding the cost of recycling white goods is consistent with responsible and proactive funding for our services in that it rightly transfers the cost of recycling appliances to the stewardship program operated by the manufacturers.

Background Information Provided

Proposed contract is attached.

Alternatives

1. That the SWMP Steering committee receive the Staff Report from Tim Dueck, Solid Waste Program Coordinator.

2. The SWMP Steering and Monitoring Committee recommend to the RDKB Board of Directors that staff be directed to enter into an agreement with MARR to host drop off depot services at staffed RDKB waste facilities.
Further, that staff bring forward an amendment to Bylaw #1605 which will allow for participation in the MARR stewardship program.

Recommendation(s)

The SWMP Steering and Monitoring Committee recommend to the RDKB Board of Directors that staff be directed to enter into an agreement with MARR to host drop off depot services at staffed RDKB waste facilities.
Further, that staff bring forward an amendment to Bylaw #1605 which will allow for participation in the MARR stewardship program.



MARR COLLECTION AGREEMENT

Between:

Collector Legal Name: Regional District of Kootenay Boundary ("Collector")

DBA:

Business Number:

Address: 843 Rossland Avenue, Trail, BC, V1R 4S8

Email: tdueck@rdkb.com **Phone:** 250-368-0231

And:

Major Appliance Recycling Roundtable ("MARR")

Email: operations@marrbc.ca

Preamble

A. MARR manages a stewardship program for end-of-life major household appliances in British Columbia (the "BC Major Appliances Stewardship Plan") approved by the Ministry of Environment & Climate Change Strategy on August 7, 2018 and regulated pursuant to the Recycling Regulation (B.C. Reg. 449/2004) made under the *Environmental Management Act* (British Columbia), as amended.

B. MARR and Collector wish to enter into this Agreement to set out the terms and conditions under which the Collector will manage the collection and processing of Program Products (as defined below) for and on behalf of MARR.

NOW THEREFORE, in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereby agree as follows:

Section 1. DEFINITIONS

1.1 In this Agreement the capitalized terms will have the following meanings:

"**Applicable Law**" means, in respect of any person, property, transaction, event or other matter, any present or future law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty or order, domestic or foreign, applicable to that person, property, transaction, event or other matter and, whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, and policies of any governmental authority having or purporting to have authority over that Person, property, transaction, event or other matter and regarded by such governmental authority as requiring compliance, and includes without limitation, the *Environmental Management Act (British Columbia)* and the *Canadian Environmental Protection Act, 1999*.

"**MARR Logo**" means the registered and unregistered trademark and logos of MARR, from time to time.

"**MARR Product Processing Standards**" means the Product Processing Standards, as amended from time to time, as set out in the following website: www.marrbc.ca.

"**Program Products**" means all products managed by MARR pursuant to the BC Major Appliances Stewardship Plan, as amended from time to time, as set out in the following website: www.marrbc.ca.

"**ODS**" means ozone depleting substances as defined under the *Ozone Depleting Substances and Other Halocarbons Regulation (B.C. Reg. 387/99 as amended)*.



Section 2. TERM

- 2.1 The term of this Agreement will commence on May 1, 2019 and end on December 31, 2022 (the “Term”). The Term will automatically renew every year on the anniversary of the commencement date, unless otherwise terminated in accordance with Section 10.

Section 3. COLLECTION OF PROGRAM PRODUCTS

- 3.1 Collector hereby agrees to:
- (a) Accept Program Products at the locations set out in Schedule A at no charge to the consumer. The approved sites and rates are set out in the attached Schedule A.
 - (b) Segregate Program Products containing ODS, including, but not limited to, Full-Size Refrigerators, Full-Size Wine Coolers / Beverage Centres, Compact Refrigerators, Compact Wine Coolers / Beverage Centres, Freezers, Room Air Conditioners, Portable Air Conditioners, Dehumidifiers and Water Coolers, as defined by MARR.
 - (c) Use “an approved person” as defined under the *Ozone Depleting Substances and Other Halocarbons Regulation* to remove ODS from all Program Products collected at and delivered to their site.
 - (d) Ensure that the approved person documents all removal efforts in the form required by MARR and reports to MARR either directly or through the Collector with respect to such ODS collected in connection with the Program Products.
 - (e) At all times comply with the MARR Product Processing Standards and all Applicable Law.
- 3.2 MARR does not assume ownership of Program Products from the Collector at any time. The Program Products remain the property and at the risk of the Collector.

Section 4. REPORTING

Collector hereby agrees to:

- (a) Document and report on all ODS removed from Program Products in accordance with the MARR Product Processing Standards and MARR’s guidelines and reporting templates (see website: www.marrbc.ca).
- (b) Document and report on all non-ODS containing Program Products in accordance with the MARR Product Processing Standards and MARR’s guidelines and reporting templates (see website: www.marrbc.ca).
- (c) Submit all reporting and supporting documentation as required by MARR by the prescribed date on a monthly basis as a precondition for receiving compensation. No compensation will be issued until the properly completed documentation is received by MARR.
- (d) Report total metal tonnages collected to MARR on a monthly basis, unless otherwise agreed to by MARR.

Section 5. COMPENSATION

- 5.1 MARR will compensate the Collector according to the rates set out in Schedule A. Rates may be adjusted from time to time by MARR. Without restricting any right of set-off given by law, MARR may set-off, against any amount payable to Collector under this Agreement, any amount payable to MARR by Collector under this Agreement. MARR may, when making a payment pursuant to this Agreement, deduct from the amount payable to Collector any such amount payable to MARR by Collector which, by virtue of the right of set-off, may be retained by MARR.
- 5.2 Supporting documentation as set out in section 4 must be received by the 15th day of each month. Documentation received after that date will be processed and payment made in the following month.



MARR shall process Collector's supporting documentation within 30 days of receipt of complete documentation.

- 5.3 If the supporting documentation is not in compliance with this Agreement, MARR will notify Collector and will provide direction to Collector to rectify the non-compliance. MARR reserves right to withhold payment on claims pending resolution of any non-compliance.
- 5.4 MARR shall have sole discretion in determining whether a product is a Program Product and eligible for Collector to receive compensation.
- 5.5 The Collector agrees to accept payment by electronic funds transfer and will provide its bank account information to MARR for this purpose.
- 5.6 MARR will have no responsibility to pay and the Collector will forfeit the right to claim for, any claim in respect of a calendar year for which complete documentation is not received by MARR within three (3) months of the end of that calendar year.

Section 6. LICENSE TO USE MARR LOGO

- 6.1 MARR hereby grants to Collector an exclusive, worldwide, royalty-free license (the "**License**") to use, reproduce and display the MARR Logo, on the terms and conditions set out in this License Agreement and for the duration of the Term.
- 6.2 The License granted to Collector under this Section 6 is restricted to Collector's collection services herein and to identify itself as a MARR collection site. Except for the license rights granted to Collector under this Section 3, MARR shall retain all right, title and ownership to any and all intellectual property rights in the MARR Logo.
- 6.3 Except as authorized by the License or by MARR in writing, Collector hereby agrees not to directly or indirectly:
 - (a) Do anything that might impair, jeopardize, violate, infringe, dilute, depreciate, prejudice, derogate from, tarnish or disparage the MARR Logo, the goodwill associated therewith, or MARR's interest therein;
 - (b) Claim, use, display, reproduce, reserve, attempt to acquire rights in, or apply to register, record or appropriate any trade-mark, corporate name, trade name, business name, trading style, copyright, or design that in whole or in part reproduces or resembles any of the MARR Logo or is confusing with the MARR Logo;
 - (c) Use, reproduce, display, or make reference to the MARR Logo, in a manner that defames, slanders, libels, criticizes, or ridicules MARR or its business; or
 - (d) Assist, permit, or encourage any other person or entity to do any of the foregoing.

Section 7. AUDIT

- 7.1 Collector shall permit MARR and its agents, upon reasonable notice, access to Collector's collection site to audit operations and records associated with the collection of Program Products and compliance with the BC Major Appliances Stewardship Plan. A representative of the Collector shall attend such audit with MARR's representative.
- 7.2 Where results of the audit determine the Collector is not in compliance with terms of this Agreement, the Processing Standard or any other program policies or guidelines mandated by the BC Major Appliances Stewardship Plan, Collector will remedy the deficiency within 90 days and provide sufficient evidence to MARR that the deficiency has been remedied satisfactorily.

Section 8. REPRESENTATIONS AND WARRANTIES

- 8.1 Collector represents and warrants to MARR that:



- (a) Collector is an incorporated and/or an otherwise validly existing business or municipality under the laws of British Columbia and is a corporation or other entity in good standing and qualified to carry on business in British Columbia. The Collector has the corporate power, capacity and authority to carry on its business and to enter into and complete this Agreement;
- (b) Collector complies, and shall at all times comply, with all Applicable Law for the operation of the Collector's business and to perform its obligations under this Agreement;
- (c) Collector has, and shall maintain at its own costs all permits, licences, regulatory approvals, authorizations and certificates required by Applicable Law to operate its business and to perform its obligations under this Agreement;
- (d) Collector's employees are qualified and trained to perform the obligations of the Collector under this Agreement;
- (e) Collector's equipment is fit for the standard of care required to perform the Collector's obligations under this Agreement;
- (f) Collector may represent that it is a MARR Authorized Collection Collector, but it shall not represent that it is owned or in any way related to MARR; and
- (g) Collector is an independent contractor supplying services to, and not a subcontractor of MARR, and that the Collector shall be responsible for and shall maintain in good standing coverage as required under the *Workers Compensation Act* (British Columbia) and regulations thereto.

Section 9. EDUCATION

- 9.1 Collector agrees to support MARR's efforts to educate Collector's customers and general public about the BC Major Appliances Stewardship Plan and best practices in managing major household appliances at end of life, including but not limited to, distribution of literature and posting information on the Collector's website.
- 9.2 MARR will work cooperatively with Collector in undertaking such promotion and education activities as may otherwise be reasonably requested by Collector from time to time.

Section 10. TERMINATION

- 10.1 Either party may terminate the Agreement at any time with 90 days' written notice to the other party.
- 10.2 At any time, by giving notice in writing to Collector, MARR may terminate for convenience this Agreement. Once such a notice of termination for convenience is given, Collector must comply with the requirements of the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 10.3 In addition to all its other rights and remedies, MARR may terminate this Agreement automatically and immediately if Collector:
 - (a) Is in default with any of its contractual obligations pursuant to this Agreement;
 - (b) Fails to obtain and keep in good standing at all times the permits required to perform its obligations pursuant to this Agreement;
 - (c) Does not comply with the Applicable Law;
 - (d) Intentionally or fraudulently makes a misrepresentation with respect to a fact or condition or in a report required pursuant to this Agreement;
 - (e) Engages or has engaged in fraudulent, hazardous or misleading commercial practices or has acted in a manner that MARR deems reasonably likely to harm its reputation; or



- (f) Makes an assignment for the benefit of its creditors, is subject to bankruptcy or insolvency proceedings that are not discontinued within thirty (30) days or a receiver is named to its property.

10.4 Upon the expiration or termination of this Agreement for any reason each party will be released from all obligations to the other arising after the date of expiration or termination, except for those obligations which by their nature survive such termination or expiration.

10.5 **INDEMNIFICATION**

10.6 The Collector shall indemnify, defend and hold harmless MARR and its employees, officers, directors, agents, subcontractors and customers, against any and all claims, liabilities, suits, actions, damages, costs, losses, obligations, judgments, charges, fines and expenses of any nature whatsoever arising from:

- (a) Any negligent or wilful act or omission by the Collector and its employees, officers, directors, agents and subcontractors in performance of its obligations under this Agreement;
- (b) Any breach by the Collector of any term or condition of this Agreement.

Section 11. DISPUTE RESOLUTION

- 11.1 The parties shall make all reasonable attempts to resolve a dispute between them by amicable negotiations and agree to provide, on a “without prejudice” basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If the parties have been unable to resolve a dispute, both parties may agree to the appointment of a mediator upon such terms and conditions acceptable to both parties.
- 11.2 If the dispute has not been resolved within fifteen (15) calendar days after a mediator was appointed pursuant to this Section 11, or within such further period agreed to by the parties, the mediator shall terminate the mediated negotiations by giving a written notice to that effect.
- 11.3 Either party may submit an unresolved dispute to arbitration pursuant to the provisions of the *Arbitration Act* (British Columbia).

Section 12. CONFIDENTIALITY

- 12.1 Any and all information provided or given by a party to the other party in connection with the performance of this Agreement, including but not limited to information about a party’s business organization, financial standing, product development direction, customer information and other similar business and technical trade secret information, shall be deemed to be confidential and proprietary information of such party, with the exception of information that is in the public domain other than as a result of actions of the other party (the “**Confidential Information**”). Each party shall use the other party’s Confidential Information only as required to perform its obligations hereunder. Each party shall not disclose or otherwise make the Confidential Information available to third parties and shall safeguard and be responsible for and hold in the strictest confidence all Confidential Information as it would its own confidential information
- 12.2 The provisions of this Article 12 survive termination of this Agreement.

Section 13. FORCE MAJEURE

- 13.1 “**Force Majeure**” means any contingency beyond the reasonable control of a party, including acts of God, fires, floods, wars, sabotage, civil unrest, accidents, labour disputes (other than those with the employees of the party claiming Force Majeure), Applicable Law, whether valid or invalid, except that lack of funds or credit shall not constitute a Force Majeure;
- 13.2 Neither party shall be responsible or liable for any delay or failure to perform due to Force Majeure if the affected party:



- (a) Notifies the other party as soon as practicable in the circumstances of the nature and anticipated duration of the Force Majeure Event as well as the steps it intends to take to overcome the Force Majeure event; and
 - (b) Takes all reasonable steps to prevent and minimize the delay or failure to perform.
- 13.3 If the Force Majeure event persists for 30 days or more, either party may, by written notice to the other party, terminate this Agreement.

Section 14. GENERAL

- 14.1 This Agreement and all Schedules attached hereto, which are incorporated herein by this reference, contain the entire agreement between the parties and supersede any prior agreement. Neither party shall be bound by any warranty or agreement not included in this Agreement and, in particular, no warranty of a party not expressed in this Agreement shall be implied. This Agreement may not be changed, modified, amended, or discharged, except by an agreement in writing.
- 14.2 The legal relationship of the parties to each other shall be that of independent contractor and in particular does not create a partnership, joint venture, or an employer-employee relationship between them or between MARR and the employees of Collector and of other persons rendering services to Collector. Further neither party shall have the right or authority to bind or obligate the other party for any purpose whatsoever. Each of the parties expressly disclaims any intention to create a partnership or joint venture.
- 14.3 Collector may not assign its rights and obligations under this Agreement without the prior written consent of MARR. Any assignment or transfer without such written consent will be null and void.
- 14.4 The parties shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary or appropriate to carry out fully the intent and purpose of this Agreement.
- 14.5 The failure of a party to insist on the strict performance of any terms of this Agreement, or the exercise any term, right, or remedy contained in this Agreement, shall not be construed as a waiver or a relinquishment by that party for the future of that term, right or remedy.
- 14.6 If any term, provision, condition or covenant of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision, condition and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14.7 All notices, demands and payments required or permitted to be given must be in writing and may be delivered personally, sent by facsimile, sent by email, or by first-class prepaid registered mail to the addresses as follows:
- (a) MARR:
 - 100-4259 Canada Way
 - Burnaby, British Columbia
 - V5G 4Y2
 - Attention: Michael Zarbl
 - Email: mzarbl@marrbccollab.ca and/or operations@marrbc.ca
 - (i) Collector:
 - RDKB
 - 843 Rossland Avenue
 - Trail, BC



V1R 4S8

Attention: Tim Dueck

Email: tdueck@rdkb.com

or to other such addresses as may from time to time be provided in writing by the parties and will be deemed to have been received (a) if delivered, at the time of delivery; (b) if given by facsimile or email, at the time of the transmission; and (c) if given by mail, on the third day after the mailing of the letter.

- 14.8 This Agreement shall be construed under and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 14.9 This Agreement may be executed in any number of counterparts, and each executed counterpart shall be considered an original. All executed counterparts taken together shall constitute the agreement. Counterparts may be executed either in original, faxed form or electronic transmission and the parties adopt any signature received by a receiving fax machine or contained in an electronic transmission as original signatures of the Parties.

Signed this _____ day of _____, _____.

Michael Zarbl, Executive Director, MARR

Name of authorizing agent for Collector

Signature



Schedule "A"

Compensation

ODS Containing Program Products:

\$9.00 per unit for ODS removal for non-Air Conditioning Units

\$12.00 per unit ODS removal for Air Conditioners

\$3.00 per unit admin fee

Non-ODS Containing Program Products:

\$3.00 per unit admin fee for each non-ODS containing appliances

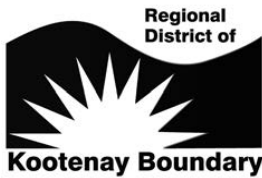
\$20 per site vite

Transportation:

Should metal commodity values be insufficient to pay for the cost of transporting the Program Products to market, MARR will compensate Collector for the difference between transportation invoices for the major appliance portion (by weight) of any load and the price received for the metal. The weight of the major appliance portion will be determined by using the average weight of the appliances reported by the Collector to be contained in that load as determined by MARR.

This contract Covers the following Sites:

1. Christina Lake Waste Transfer Station
2. Grand Forks Landfill
3. West Boundary Landfill
4. McKelvey Creek Landfill
5. Rock Creek Transfer Station



Electoral Area Services (EAS) Committee Staff Report

RE:	Development Variance Permit - Gniewotta		
Date:	March 14, 2019	File #:	C-4037s-07285.070
To:	Chair Worley and members of EAS Committee		
From:	Elizabeth Moore, Planner		

Issue Introduction

We have received an application for a development variance permit from Randy Gniewotta for a height variance from 4.6m to 6.6m, to construct an accessory building on a property near English Point in Electoral Area 'C'/Christina Lake (see attachments).

Property Information	
Owner(s):	Randall and Sandra Gniewotta
Agent:	NA
Location:	7815 McRae Rd
Electoral Area:	Electoral Area C / Christina Lake
Legal Description(s):	Lot 1; Plan KAP51313; DL 4037s; SDYD
Area:	1.11ha (2.743 acr)
Current Use(s):	Single family dwelling
Land Use Bylaws	
OCP Bylaw No. 1250:	Rural Residential
DP Area:	NA
Zoning Bylaw No. 1300:	Rural Residential 3 (RR3)
Other	
ALR:	NA
Waterfront / Floodplain:	NA
Service Area:	Deer Ridge Water Association
Planning Agreement Area:	NA

History / Background information

The subject property is a corner lot on McRae Rd off of Highway 3 on the east side of Christina Lake. Currently there is a single family dwelling, a secondary suite, and an accessory building (garage) on the parcel.

The property is designated as Rural Residential in the Electoral Area 'C'/Christina Lake OCP and zoned as Rural Residential 3 in the Electoral Area 'C'/Christina Lake Zoning Bylaw. Surrounding properties share the same OCP designation and Zone. The OCP policies for rural and residential speaks to the protection of Christina Lake's rural and

small town character and how this character shall be preserved through encouraging buildings that are in scale with the existing neighbourhood.

The maximum height for accessory buildings in the Rural Residential 3 Zone is 4.6 m. In 2012, a development variance permit was issued for a height variance of 2.1m, from 4.6m to 6.7m, for construction of a garage.

Setback requirements, according to the site plan submitted by the applicant, are currently met by all buildings on site.

Proposal

The applicant proposes to construct a new accessory building and is requesting a height variance for the proposed accessory building of 2m (6'-6"), from 4.6m (15'-1") to 6.6m (21'-7"). The proposed building is sited next to an interior parcel line on the western side of the parcel (see Applicants Submission). The proposed accessory building is a storage carport to store boats and a travel trailer in a roofed structure.

Implications

Setback requirements for the proposed structure are 1.5m from an Interior Parcel Line for an accessory building larger than 10m². The setback of the proposed building is 3.05m (10'), well within the setback requirements.

In considering applications for Development Variance Permits, the RDKB considers whether the proposed variance will:

- a) Resolve a hardship;
- b) Improve the development;
- c) Cause negative impacts to the neighbouring properties.

The applicant does not assert the requested variance is necessary to resolve a hardship. For improving the development, the applicant proposes a storage shed for their recreational equipment (boats and a recreational vehicle) will improve the property through providing protection for their possessions from the elements.

Regarding negative impacts to neighbouring properties, letters will be sent to neighbouring property owners advising them of the proposal and providing opportunity to comment. In correspondence between the Planning Department and the applicant, the applicant asserts that the viewshed of neighbours will not be further impacted by a height variance for this proposed building, as the single family dwelling and secondary suite currently on the property are taller than the maximum height for accessory buildings in the bylaw.

Advisory Planning Commission (APC)

The Electoral Area 'C'/Christina Lake APC supported this application at their March 5, 2019 meeting.

Recommendation

That the Development Variance Permit application submitted by Randy Gniewotta to allow for a variance of 2 m in height from 4.6 m to 6.6 m to construct an accessory building on the property legally described as Lot 1, Plan KAP51313, DL 4037s, SDYD, Electoral Area 'C'/ Christina Lake, be presented to the Regional District of Kootenay Boundary Board of Directors for consideration, with a recommendation of support.

Attachments

Site Location Map

Subject Property Map

Applicant Submission

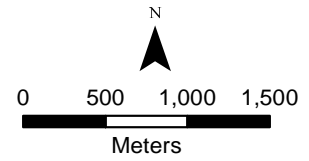


Regional District of
Kootenay Boundary

Date: 04/02/2019

Site Location Map

Lot 1, Plan KAP51313, District Lot 4037s
Similkameen Div of Yale Land District



1:40,000



Document Path: H:\2019-02-04_Gniewotta_DVP_SLM.mxd

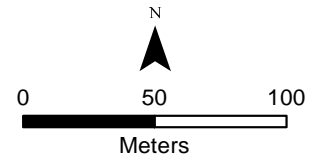


Regional District of
Kootenay Boundary

Date: 04/02/2019

Subject Property Map

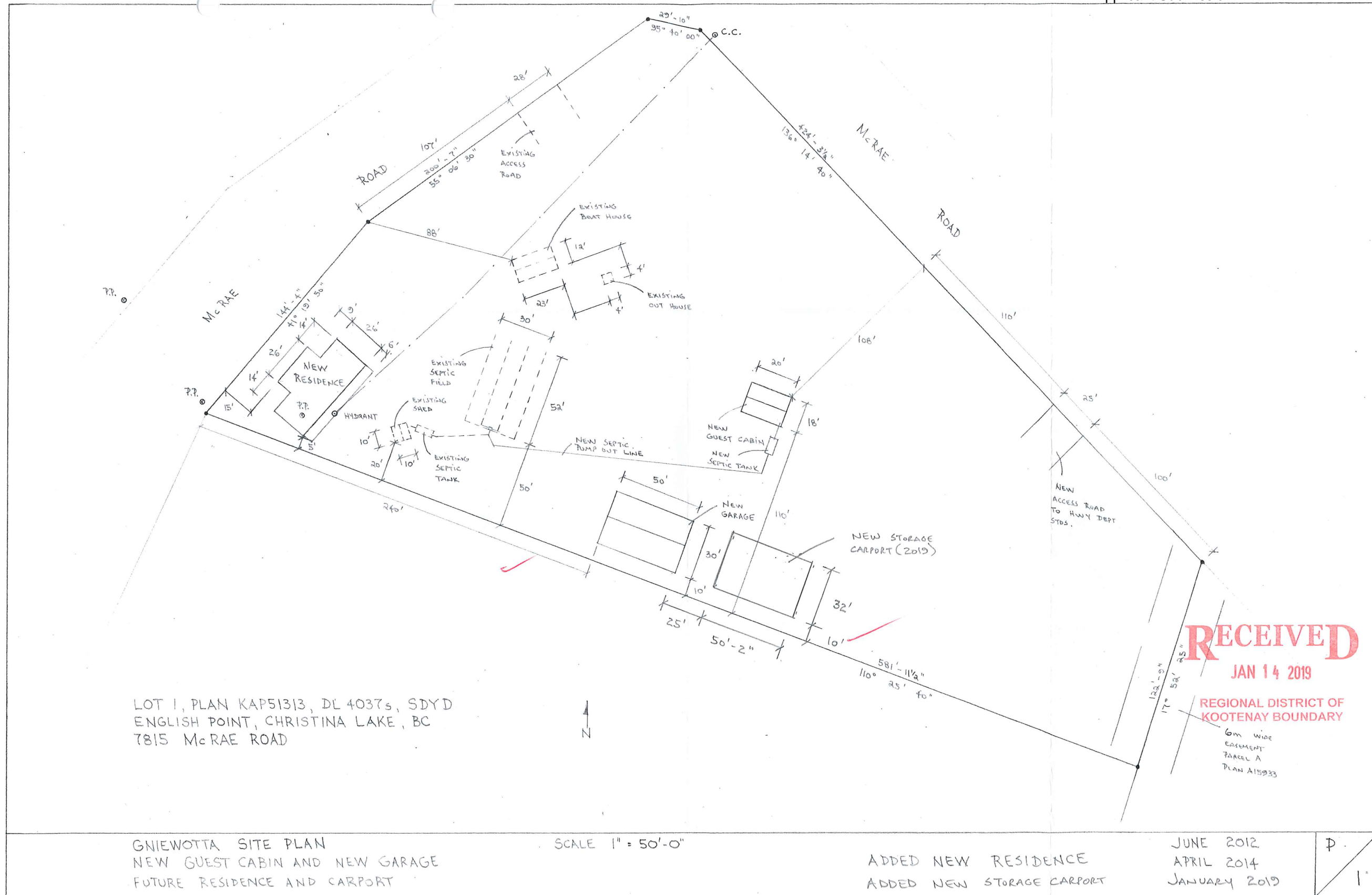
Lot 1, Plan KAP51313, District Lot 4037s
Similkameen Div of Yale Land District



1:2,500



Document Path: H:\2019-02-04_Gniewotta_DVP.mxd



GNIEWOTTA STORAGE BUILDING

7815 MCRAE ROAD CHRISTINA LAKE, BC

GENERAL NOTES:

- ALL WORK TO CONFORM TO THE BRITISH COLUMBIA BUILDING CODE LATEST EDITION, LOCAL CODES AND BY-LAWS OF AUTHORITIES HAVING JURISDICTION.
- ALL WORK TO BE PERFORMED WITH RESPECT TO GOOD BUILDING PRACTICES.
- CONTRACTOR TO CAREFULLY INSPECT THE SITE OF WORK AND BE FULLY INFORMED OF EXISTING CONDITIONS AND LIMITATIONS
- NO WORK TO COMMENCE WITHOUT PROPER PERMITS AND LICENSES.
- MEASUREMENTS, GRADES AND LEVELS ARE TO BE VERIFIED AT THE SITE BEFORE CONSTRUCTION.
- CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS, ELEVATIONS, DRAWINGS, DETAILS AND SPECIFICATIONS AND REPORT ALL ERRORS OR DISCREPANCIES TO THE OWNER PRIOR TO PROCEEDING WITH THE WORK.
- CONTRACTOR TO VERIFY LOCATIONS AND DETAILS OF ALL CONCEALED SERVICES. PROTECT AND RELOCATE WHERE INDICATED ALL SERVICES FROM DAMAGE DURING CONSTRUCTION PERIOD..
- CONTRACTOR TO MAKE GOOD AND REPAIR ALL EXISTING PARTS AND SURFACES DAMAGED BY DEMOLITION OR NEW CONSTRUCTION, REFINISH TO MATCH SURROUNDING AREA BETWEEN CORNERS OR ABUTMENTS COMPLETE.
- DEMOLISH WHERE NOTED, AND REMOVE DEBRIS FROM SITE, MINIMIZE DISRUPTION TO NEIGHBOURS. ALL SALVAGE MATERIAL (TO BE CONFIRMED BY OWNER) REMAIN THE PROPERTY OF THE OWNER UNLESS OTHERWISE NOTED.
- VERIFY LOCATION OF ALL UNDERGROUND LINES WITHIN THE AREA OF CONSTRUCTION PRIOR TO COMMENCING EXCAVATION. NOTIFY OWNER AT TIME OF EXCAVATION.
- DETERMINE LOCATION OF PARTITIONS NOT DIMENSIONED BY THEIR RELATION TO COLUMN FACE OR CENTRE, WINDOW JAMB OR MULLION, OR OTHER SIMILAR FIXED ITEM.
- DO NOT DRILL OR CUT FLOOR JOISTS, BEAMS, COLUMNS OR OTHER STRUCTURAL ELEMENTS UNLESS SPECIFICALLY INDICATED. DRILL SLABS WHERE APPROVED. CORE DRILL CIRCULAR OPENINGS THROUGH SLABS. LINE DRILL OR SAW CUT RECTANGULAR OPENINGS.
- PROVIDE BLOCKING FOR SOLID BACKING BEHIND ALL WALL AND CEILING MOUNTED DOOR HARDWARE, ACCESSORIES, MILLWORK, PLY EDGES, MISC. METAL ITEMS, GYPSUM BOARD EDGES ETC.
- TAPE, FILL AND SAND ALL NEW G.W.B.
- INSTALL CARBON MONOXIDE DETECTORS TO SATISFY B.C.B.C. 2006 (9.32.4.2 'CARBON MONOXIDE ALARMS')
- INTERIOR GARAGE WALLS SEPARATING THE GARAGE FROM THE HOUSE SHALL HAVE 6 MIL U.V. POLY VAPOUR BARRIER INSTALLED ON THE HOUSE SIDE OF THE WALL. ALL AREAS AROUND DOORS, SWITCHES & OUTLETS SHALL BE PROPERLY TAPED & SEALED.
- ALL FLASHING TO BE PREFINISHED TO SUIT OWNERS COLOUR SCHEME. FLASHING TO BE INSTALLED AT ALL CHANGES IN HORIZONTAL EXTERIOR FINISHES AND OVER ALL UNPROTECTED EXTERIOR OPENINGS. CAULKING TO BE INSTALLED AROUND ALL UNFLASHED EXTERIOR OPENINGS. FLASHING TO BE INSTALLED AT ALL PENETRATIONS IN THE ROOF SYSTEM AND AT ALL CHANGES IN THE ROOF PLANE.
- VAPOUR BARRIER TO MIN. 6 MIL. SEAL ALL JOINTS AND HOLES TO PREVENT LEAKAGE. PROVIDE ALSO 12" WIDE LAPS BELOW SLAB ON GRADE.
- A FREE VENT AREA OF 1/300 OF THE INSULATED ATTIC AREA SHALL BE PROVIDED AT THE ROOF, APPROXIMATELY HALF FROM THE EAVES AND HALF FROM THE TOP. (WITH NOT LESS THAN 25% OF THE OPENINGS AT THE TOP OF THE SPACE & NOT LESS THAN 25% OF THE OPENINGS AT THE BOTTOM OF THE SPACE. SEE B.C.B.C 9.19 ROOF SPACES)
- PROVIDE GASKET TO U/S OF SILL PLATES. (POLYETHYLENE FILM OR TYPE S ROLL ROOFING)
- SILL PLATES TO BE PRESSURE TREATED, LEVELLED AND FASTENED TO FOUNDATION WALL WITH 1/2"Ø ANCHOR BOLTS (UNLESS NOTED OTHERWISE) EMBEDDED MIN. 4" @ 6"-0" o/c. MAX. (OR IF SHEAR WALL AS PER DETAIL) WITH MIN. 2 IN EACH SILL.
- ALL TRUSSES TO ENGINEERED AND INSTALLED TO MANUFACTURERS SPECS. PROVIDE ALL GIRDERS, HANGERS, SUPPORTS, HARDWARE, BRACING, ETC. AS REQUIRED. MANUFACTURER TO BRING TO THE ATTENTION OF OWNER/CONTRACTOR ANY FURTHER BEARING REQUIRED FOR TRUSSES PROVIDED.
- TRUSS/JOIST MANUFACTURER TO PROVIDE ALL PERTINENT DRAWINGS AND DESIGN INFORMATION INCLUDING MEMBER REACTIONS TO STRUCTURAL ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.
- ALL BEARING COLUMNS OF GIRDER TRUSSES TO AND SUPPORT BEAMS ARE TO BE POSTED TO FOUNDATION.
- ALL FOOTINGS TO BE TAKEN TO SOLID BEARING (MIN. 30" BELOW GRADE)
- ALL LINTELS TO EXTERIOR OR BEARING WALLS TO BE 3 - 2"x10" U.N.O.
- HEADER JOISTS EMBEDDED IN CONCRETE TO BE TREATED.
- PROVIDE JOIST HANGERS AT FLUSH FRAMED WOOD MEMBERS.
- DOUBLE OR TRIPLE STUD UNDER LINTELS AND BEAMS, AS REQUIRED OR UNLESS OTHERWISE NOTED.
- GRADE AND SPECIES OF FRAMING AS FOLLOWS. (UNLESS NOTED OTHERWISE ON DRAWING)
 - BEAMS, POSTS, COLUMNS, HEADERS, LEDGERS, JOISTS, etc. (No. 1 & 2 OR BETTER, DOUGLAS FIR LARCH OR S.P.F.)
 - STUDS (No. 1 & 2 OR BETTER SPRUCE)
 - EXTERIOR WALL SHEATHING TO BE 1/2" O.S.B. OR 1/2" PLYWOOD
 - ROOF SHEATHING TO BE MIN. 5/8" PLYWOOD UNLESS OTHERWISE NOTED.
 - ALL SUBFLOORING TO BE MIN. 3/4" T&G PLYWOOD UNLESS OTHERWISE NOTED.
- FLOOR JOISTS TO BE RESTRAINED FROM TWISTING WITH CROSS BRIDGING, SOLID BLOCKING OR EQUIV.
- SOLID BLOCKING TO BE INSTALLED FOR ADEQUATE SUPPORT OF TOWEL BARS, CURTAIN AND CLOSET RODS, SHELVES, GRAB BARS AND SIMILAR FIXTURES WHERE REQUIRED.
- MULTI-PLY LVL'S SHALL BE CONNECTED AND INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS.

CONCRETE:

- PROVIDE CONCRETE AND PERFORM WORK TO CSA-A23.3.
- MINIMUM 28 DAY COMPRESSIVE STRENGTHS AS INDICATED BELOW. ALL CONCRETE NORMAL WEIGHT - 150 PCF, TYPE 10 CEMENT, TYPE F FLYASH, MAXIMUM 3/4" AGGREGATE FOR ALL CONCRETE EXCEPT 1 1/4" MAXIMUM AGGREGATE FOR CHUTE PLACED SLABS ON GRADE. SUBMIT PROPOSED MIX DESIGN TO THE ENGINEER FOR APPROVAL:

INDUSTRIAL/COMMERCIAL				
LOCATIONS	STRENGTH MPa (PSI)	AIR_%	SLUMP	+20mm EXPOS. CLASS
FOOTINGS	25 (3600)	1-4	70	-
SUSPENDED SLABS & BEAMS	25 (3600)	4-7	70	F2
RETAINING WALL	25 (3600)	4-7	70	F2
INTERIOR S.O.G.	25 (3600)	1-4	60	-
EXPOSED S.O.G.	32 (4640)	4-8	60	C2
WALLS & COLUMNS	25 (3600)	1-4	70	-
	30 (4350)	4-7	70	F2
- DO NOT USE ADMIXTURES OTHER THAN AIR ENTRAINMENT, STANDARD WATER REDUCERS OR SUPER PLASTICIZERS WITHOUT PRIOR APPROVAL OF THE ENGINEER.
- REJECT ALL CONCRETE WHEN TIME BETWEEN BATCHING AND PLACING EXCEEDS 2 HOURS.
- DO NOT ADD WATER TO THE CONCRETE ON SITE UNLESS AUTHORIZED BY THE ENGINEER.
- CONSOLIDATE ALL CONCRETE USING MECHANICAL VIBRATORS.
- CONTROL JOINTS FOR SLAB-ON-GRADE: SAWCUT TO A DEPTH OF 25% OF SLAB THICKNESS AS SOON AS POSSIBLE AND NO LATER THAN 20 HOURS AFTER POURING AT MAXIMUM 6.1m SPACING OR AT LOCATIONS SHOWN ON THE DRAWINGS.
- CONSTRUCTION JOINTS: AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER.
- PROTECT CONCRETE FROM ADVERSE WEATHER CONDITIONS IN ACCORDANCE WITH CSA A23.1, A23.3
- CONSTRUCT FORMWORK IN ACCORDANCE WITH WCB REGULATIONS AND CSA S269.3. FORMWORK DESIGN IS THE RESPONSIBILITY OF THE CONTRACTOR.

REINFORCING:

- NEW DEFORMED BARS TO CSA G30.18 GRADE 400 (60 KSI). WELDED WIRE FABRIC TO CSA G30.5. ANCHOR BOLTS TO ASTM A307.
- PLACE REINFORCING BARS TO CSA A23.1. TIE ALL BARS SECURELY IN PLACE TO PREVENT DISPLACEMENT. SUPPORT SLAB REINFORCING ON SUITABLE CHAIRS OR SUPPORTS AT MAXIMUM 4 FT. CENTRES. PROVIDE CORNER BARS TO MATCH HORIZONTAL WALL REBAR.
- PROVIDE CLEAR CONCRETE COVER FOR REBAR AS FOLLOWS:

SURFACE POURED AGAINST GROUND	3"
FORMED SURFACE EXPOSED TO GROUND OR WEATHER	2"
BEAMS	2" TO MAIN STEEL
COLUMNS	2" TO MAIN STEEL
WALLS	1 1/2"
SLABS ON GRADE	1 1/2"
- SPLICE REBAR AS FOLLOWS (UNLESS OTHERWISE NOTED):

BAR SIZE-	25M	20M	30M	15M	10M
LAP SPLICE-	51"	31"	71"	25"	18"
- MINIMUM 2-15M REINFORCING AROUND OPENING LARGER THAN 12" AT EACH SIDE OF OPENING. EXTEND 2'-0" PAST CORNER.
- CONTRACTOR TO PROVIDE 24 HOURS NOTICE FOR REBAR INSPECTION.
- WHERE SUSPENDED SLAB DRAWINGS ONLY SHOW PRINCIPAL REINFORCING IN ONE DIRECTION, PROVIDE SHRINKAGE AND TEMPERATURE REINFORCING PERPENDICULAR TO PRINCIPAL REINFORCING AND LOCATE BETWEEN MAIN TOP AND BOTTOM REINFORCING, PER PLANS.
- PROVIDE CORNER BARS FOR ALL HORIZONTAL WALL REINFORCING
- PLACE REINFORCING BARS UNIFORMLY AND SYMMETRICALLY, U.N.O.
- WHERE NEW CONCRETE POUR MEETS ABUTTING CONCRETE, DRILL AND GROUT ALL LONGITUDINAL REINFORCING 6" I.N.O., DRILLING AND GROUTING OF REINFORCING SHALL BE WITH 'HILTI' HY-150 SYSTEM OR APPROVED EQUAL
- NO WELDING OF ANY CONCRETE REINFORCING STEEL IS PERMITTED WITHOUT WRITTEN APPROVAL FROM THE STRUCTURAL ENGINEER.

DESIGN LOADS (CHRISTINA LAKE) PER BCBC 2012:

- SPECIFIED DEAD LOADS:

ROOF	15 PSF (0.72 kPa)
FLOOR	15 PSF (0.72 kPa)
- SPECIFIED LIVE LOADS:

FLOOR	40 PSF (1.9 kPa)
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- CLIMATIC DATA:

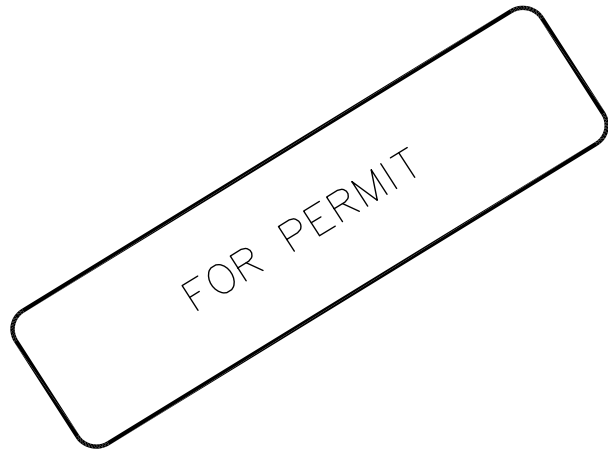
GROUND SNOW (Sg)	69 PSF (3.3 kPa)
RAIN (Sr)	2.1 PSF (0.10 kPa)
ROOF SNOW (S)	40.05 PSF (1.9 kPa)

WIND LOADS:	
(1/10)	5.4 PSF (0.26 kPa)
(1/50)	8.5 PSF (0.41 kPa)

SEISMIC LOADS:	
Sd(0.2)	0.27
Sd(0.5)	0.16
Sd(1.0)	0.080
PGA	0.14

DRAWING INDEX

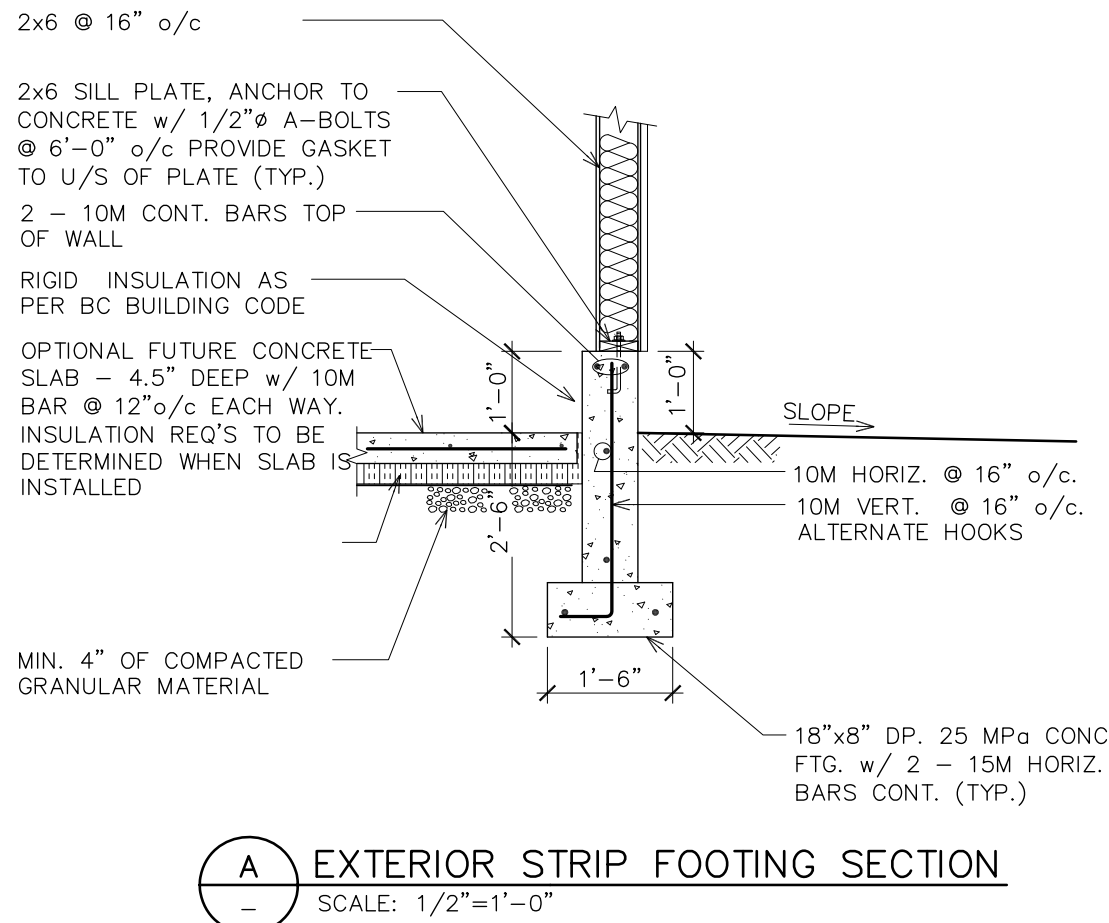
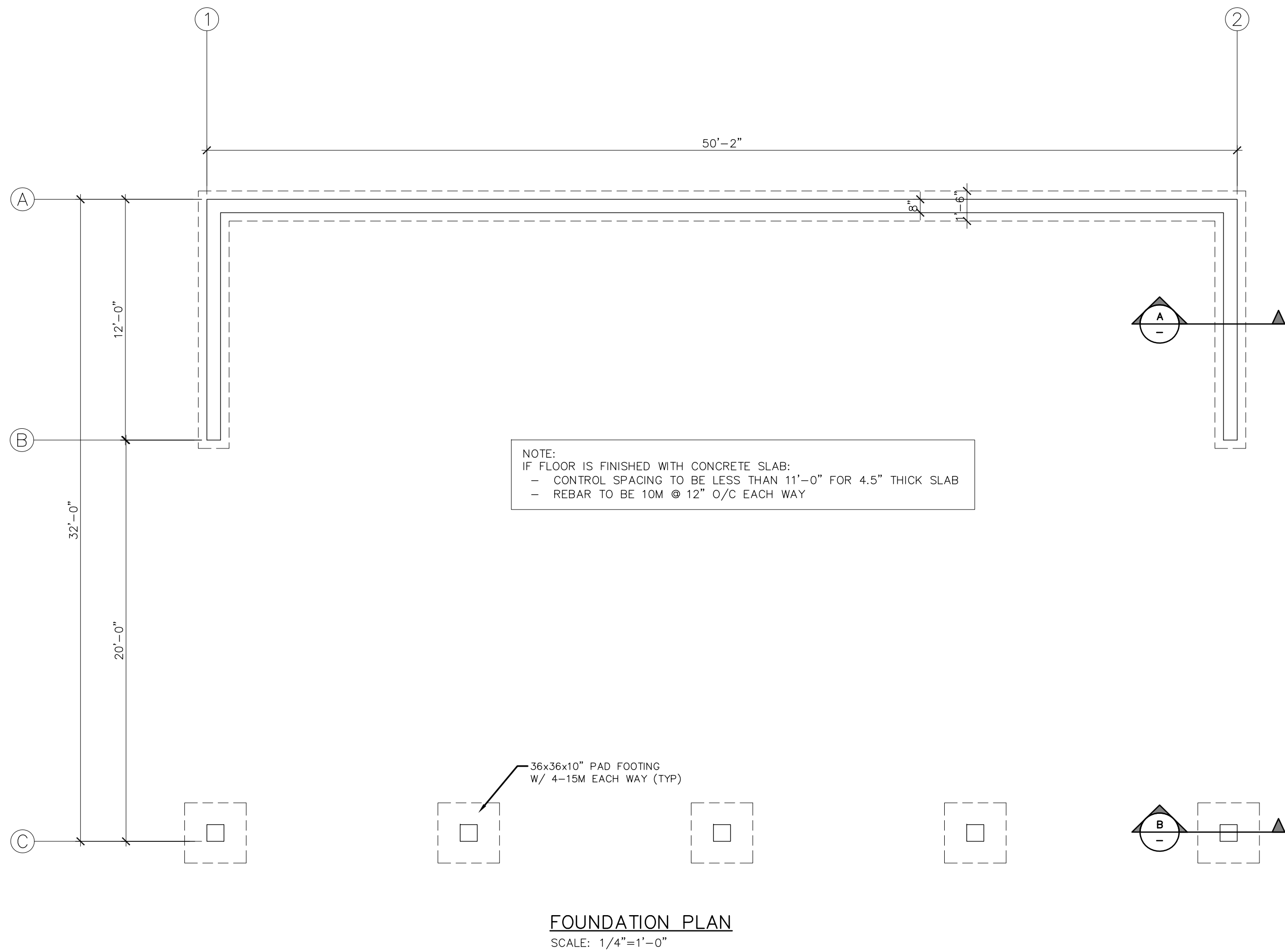
- SHEET S1.0 – FOUNDATION PLAN AND DETAILS
SHEET S2.0 – SECTIONS AND SHEARWALL DETAILS



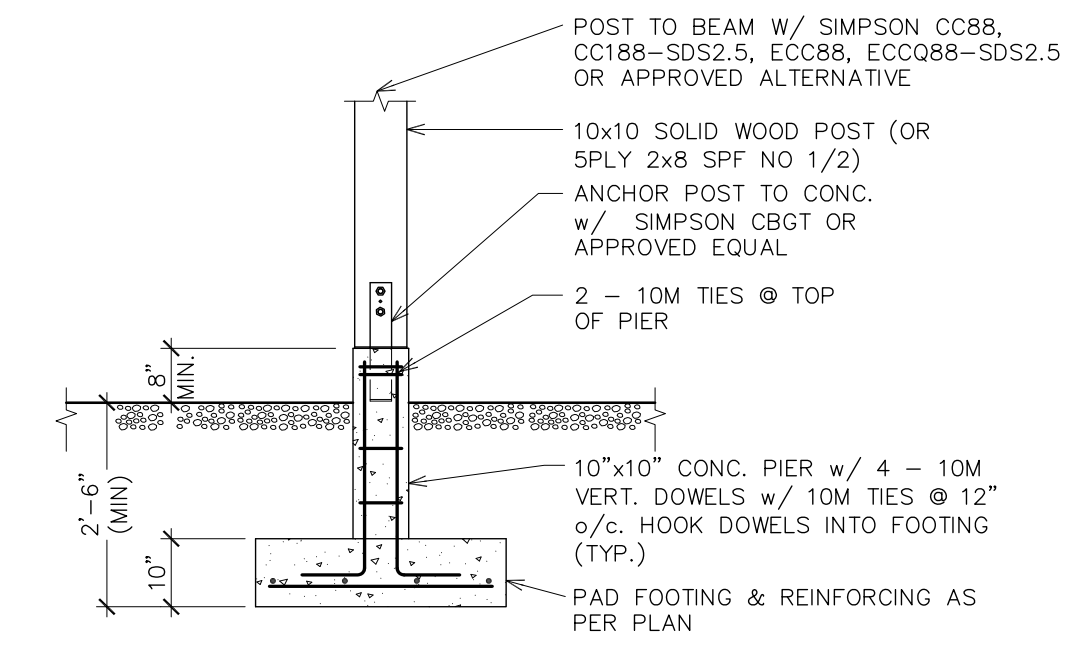
ENGINEERING (2012) LIMITED
Civil • Structural
2248 Columbia Ave. Castlegar, B.C. V1N 2X1 Ph: (888) 617-6927

C18001-044
GNIEWOTTA STORAGE
BUILDING
7815 MCRAE ROAD
CHRISTINA LAKE, B.C.

B1	JAN 20 2019	ISSUED FOR PERMIT
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A EXTERIOR STRIP FOOTING SECTION
SCALE: 1/2"=1'-0"

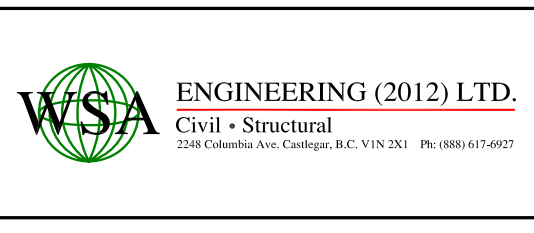


B EXTERIOR PAD FOOTING SECTION
SCALE: 1/2"=1'-0"

This plan and design is the property of WSA Engineering (2012) Ltd. and is solely for the use of the client with which WSA Engineering (2012) Ltd. has entered into agreement with, and cannot be used in whole or in part without the written consent of WSA Engineering (2012) Ltd.

DO NOT SCALE DRAWINGS Written dimensions shall govern.		
All dimensions to be verified on site by the contractor/builder. Report all errors or additions to the owner or designer prior to proceeding with the work.		
B1	JAN 10/19	ISSUED FOR PERMIT
B	SEP 24/18	ISSUED FOR PERMIT
A	JUN 12/18	ISSUED FOR REVIEW
No.	Date	Issue/Revision

Professional Engineer Stamp:

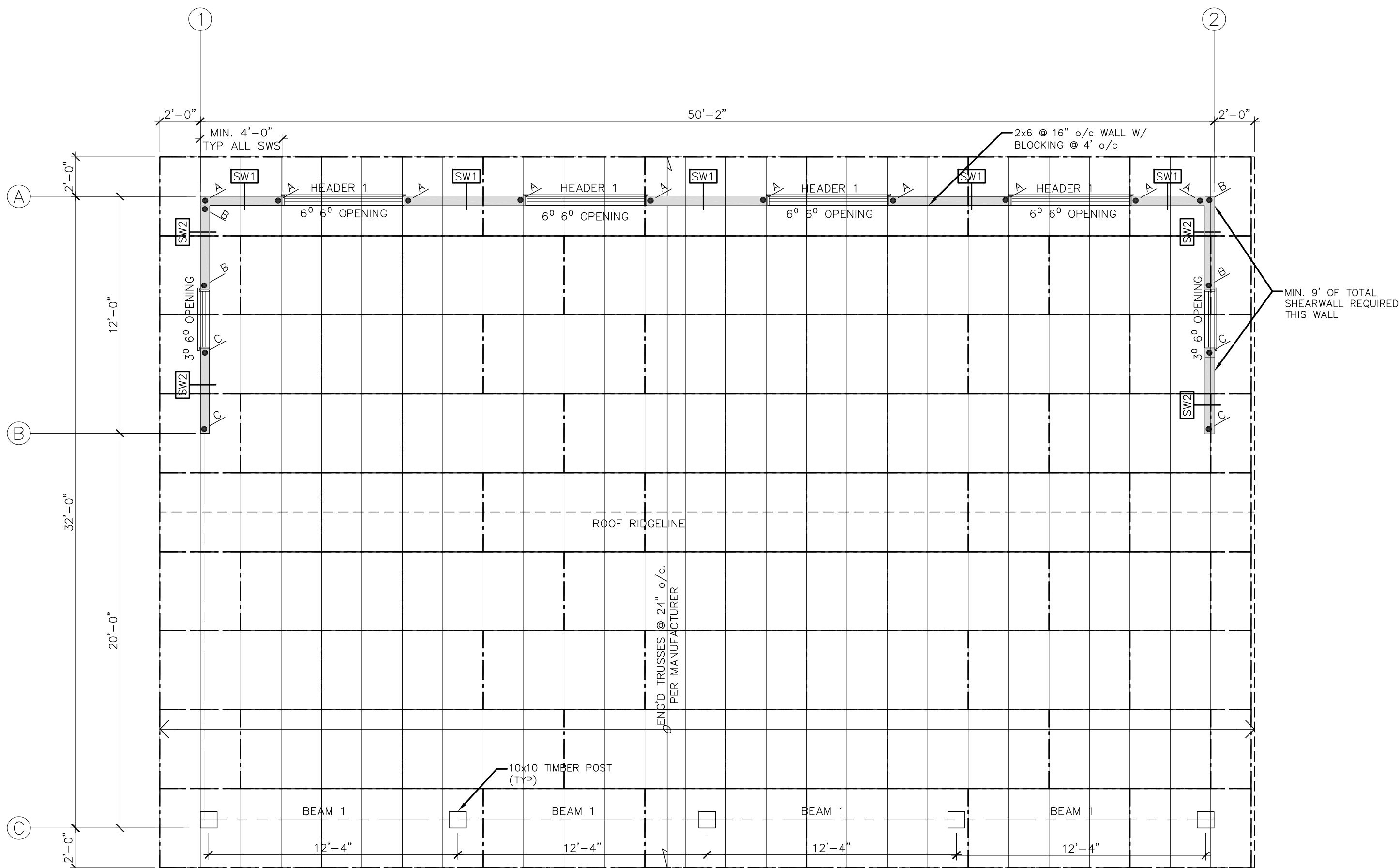


Project
GNIEWOTTA STORAGE BUILDING
7815 MCRAE ROAD
CHRISTINA LAKE, BC

Drawing
FOUNDATION PLAN AND DETAILS

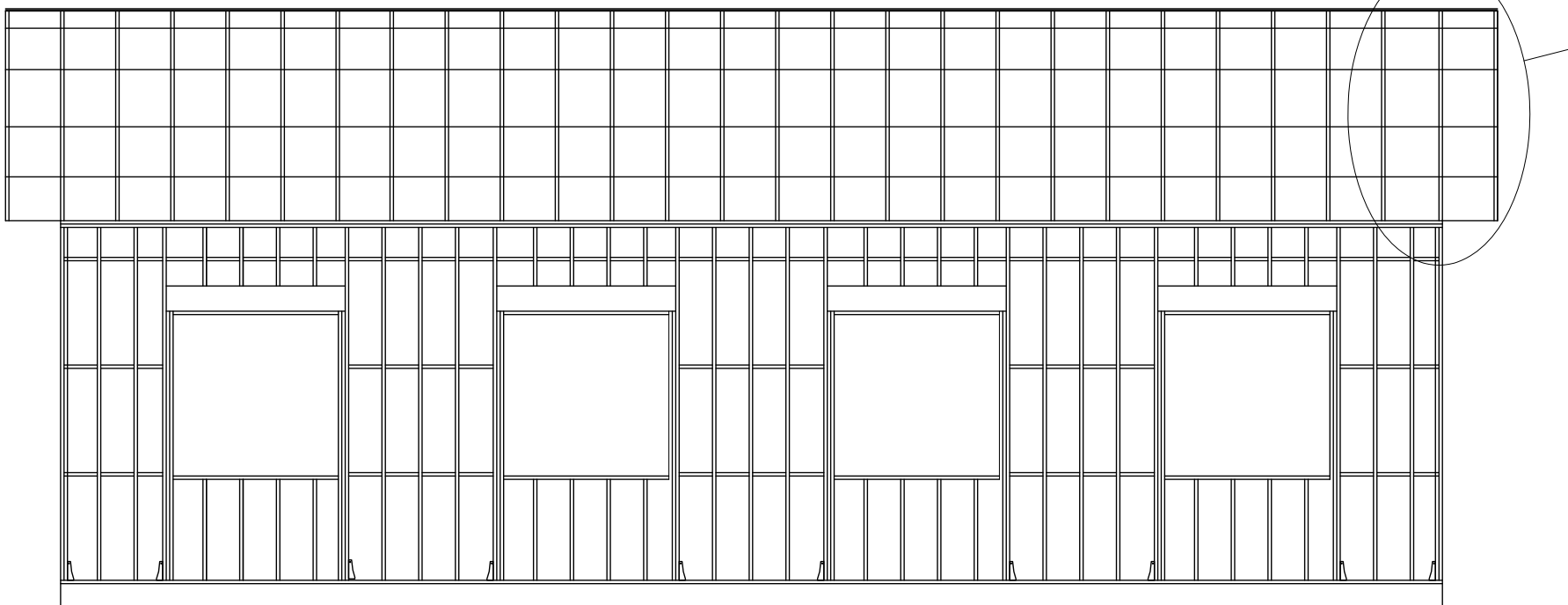
Date	22/05/18	Project No.	C18001-044
Designed	JK	Drawing File	C18001-044 S01
Drawn	JK	Scale	AS NOTED
Checked	RT	Sheet No.	S1.0
Approved	DS	Issue/Rev.	
			B1

FOR PERMIT

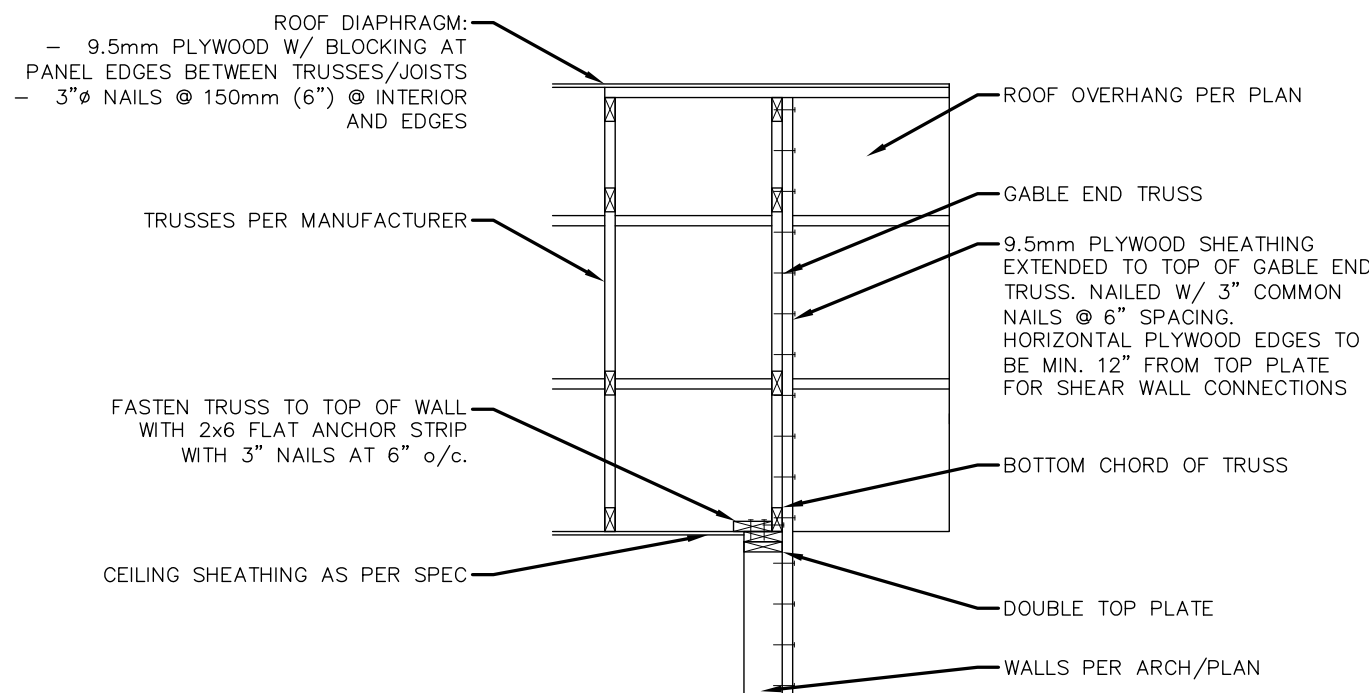


FOUNDATION PLAN
SCALE: 1/4"=1'-0"

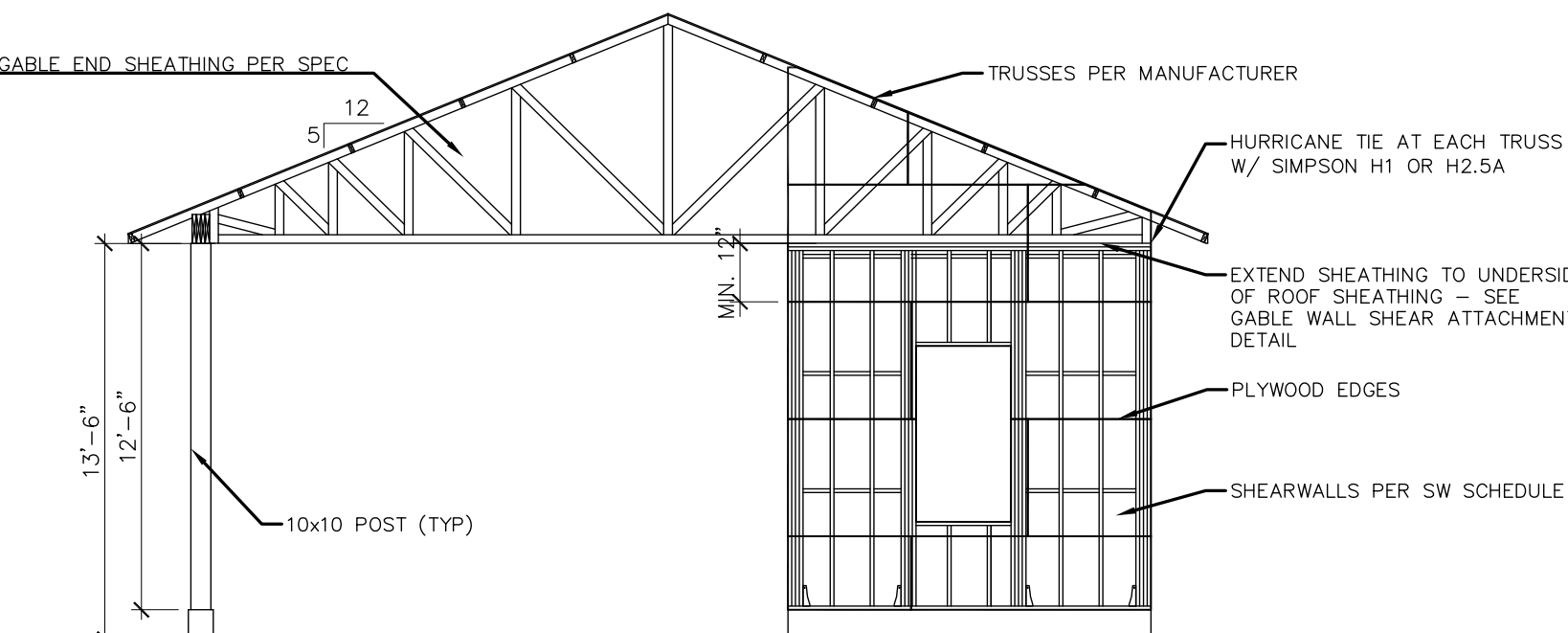
MARK	SIZE	GRADE	LENGTH
BEAM1	4PLY 1½x9½" LVL	2.OE - 2900fb	12'-4"
HEADER	1 3PLY 2x10	SPF No 1/2	6'-0" CLEAR



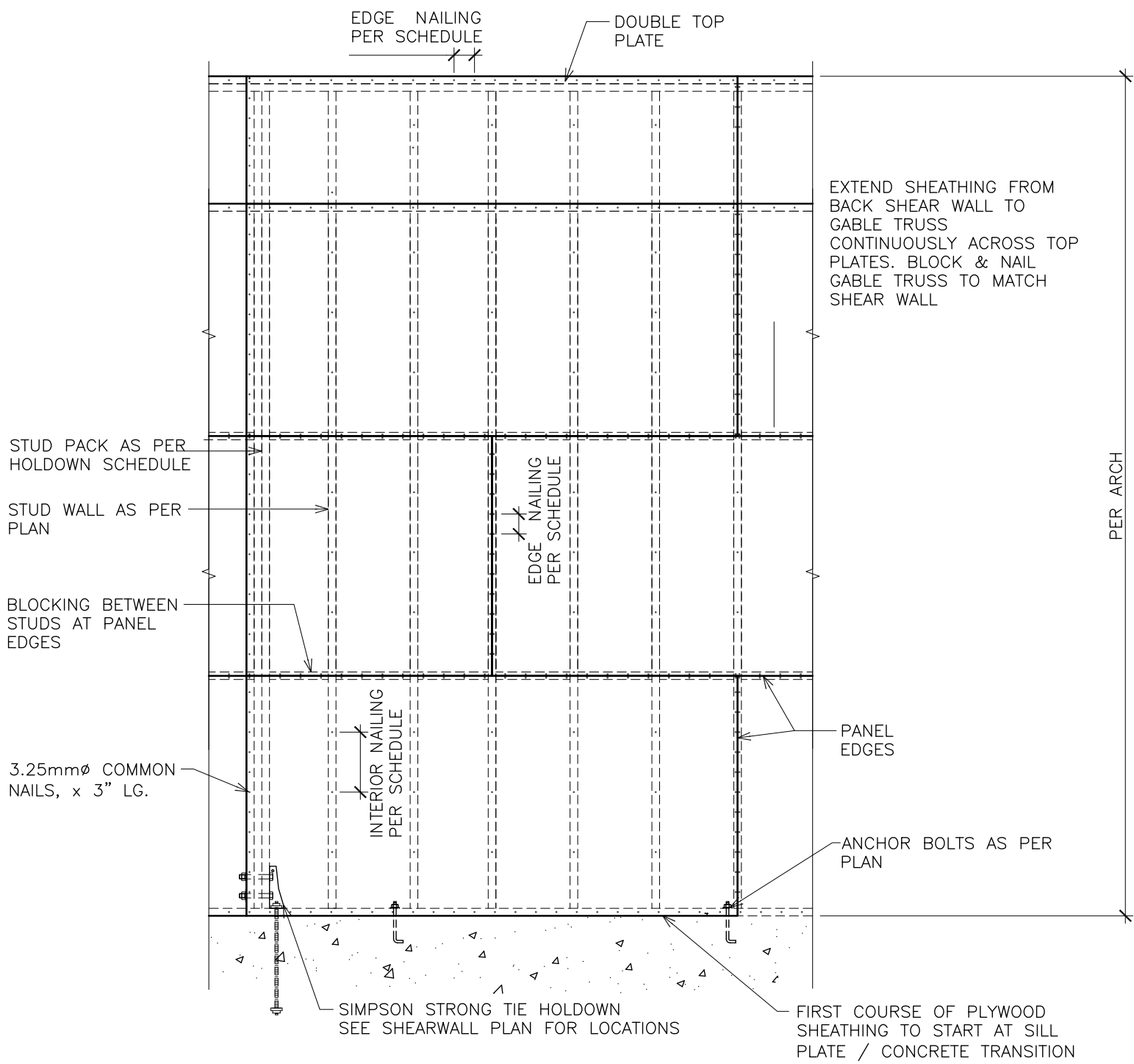
BUILDING SECTION
SCALE: 3/16" = 1'-0"



GABLE WALL SHEAR ATTACHMENT DETAIL
SCALE: 1/4" = 1'-0"



BUILDING SECTION
SCALE: 3/16" = 1'-0"



TYPICAL SHEAR WALL DETAIL
SCALE: 1/2"=1'-0"

SHEAR WALL SCHEDULE

MARK	DESCRIPTION
SW1	SHEARWALL 1 (SW1) - 12.5mm PLYWOOD ON ONE SIDE - 2x6 SPF No. 2 AND BETTER STUDS @ 16" o/c. - BLOCKING @ 4'-0" o/c. VERT. - 3.25# NAILS @ MAX. 150mm (6") NAIL SPACING @ PANEL EDGES - 3.25# NAILS @ MAX. 300mm (12") NAIL SPACING @ PANEL INTERIOR - ½" ANCHOR BOLTS @ 48" o/c
SW2	SHEARWALL 2 (SW2) - 12.5mm PLYWOOD ON BOTH SIDE - 2x6 SPF No. 2 AND BETTER STUDS @ 16" o/c. - BLOCKING @ 4'-0" o/c. VERT. - 3.25# NAILS @ MAX. 150mm (6") NAIL SPACING @ PANEL EDGES - 3.25# NAILS @ MAX. 300mm (12") NAIL SPACING @ PANEL INTERIOR - ½" ANCHOR BOLTS @ 48" o/c

HOLDOWN SCHEDULE

# REQ'D / PLAN	MARK	MODEL	MIN. WOOD MEMBER THICKNESS	Ga	W	H	B	ANCHOR	FASTENERS EMBED. DEPTH	SDS SCREWS
10	DTT2Z	-SDS2.5	3"	14	3½"	6½"	1½"	1/2"Ø	5½"	8-SDS ¼"x2½"
4	HDU8	-SDS2.5	4.5"	10	3"	16½"	3½"	7/8"Ø	22"	20-SDS ¼"x2½"
4	HDU11	-SDS2.5	7.25"	10	3"	22½"	3½"	1"Ø	28"	30-SDS ¼"x2½"

NOTE:
1. SHEARWALLS TO BE ANCHORED DOWN WITH ANCHOR BOLTS PER PLAN.
2. AT SHEAR TRANSFER WHERE SHEATHING EXTENDS ACROSS FLOOR FRAMING: EXTEND BOTH LOWER AND UPPER SHEATHINGS TO MEET AT MID-POINT OF RIM BOARD.
3. AT SHEARWALL TO CONCRETE FOUNDATION WALL CONNECTIONS, EXTEND SHEATHING PAST BOTTOM WALL PLATE TO TOP OF CONCRETE. NAIL TO ALL BOTTOM PLATES AT SPACINGS AS NOTED ABOVE.
4. AT GABLE END TO SHEARWALL CONNECTION, EXTEND SHEATHING FROM BACK SHEAR WALL TO GABLE TRUSS CONTINUOUSLY ACROSS TOP PLATES. BLOCK AND NAIL GABLE TRUSS TO MATCH SHEARWALL.

This plan and design is the property of WSA Engineering (2012) Ltd. and is solely for the use of the client with which WSA Engineering (2012) Ltd. has entered into agreement with, and cannot be used in whole or in part without the written consent of WSA Engineering (2012) Ltd.

FOR PERMIT

DO NOT SCALE DRAWINGS
Written dimensions shall govern.

All dimensions to be verified on site by the contractor/builder. Report all errors or additions to the owner or designer prior to proceeding with the work.

No.	Date	Issue/Revision
B1	JAN 10/19	ISSUED FOR PERMIT
B	SEP 24/18	ISSUED FOR PERMIT
A	JUN 12/18	ISSUED FOR REVIEW

Professional Engineer Stamp:

WSA ENGINEERING (2012) LTD.
Civil • Structural
2248 Creekside Ave. Cambridge, B.C. V5S 2Y1 Ph: (604) 647-4427

Project
GNIIEWOTTA STORAGE BUILDING
7815 MCRAE ROAD
CHRISTINA LAKE, BC

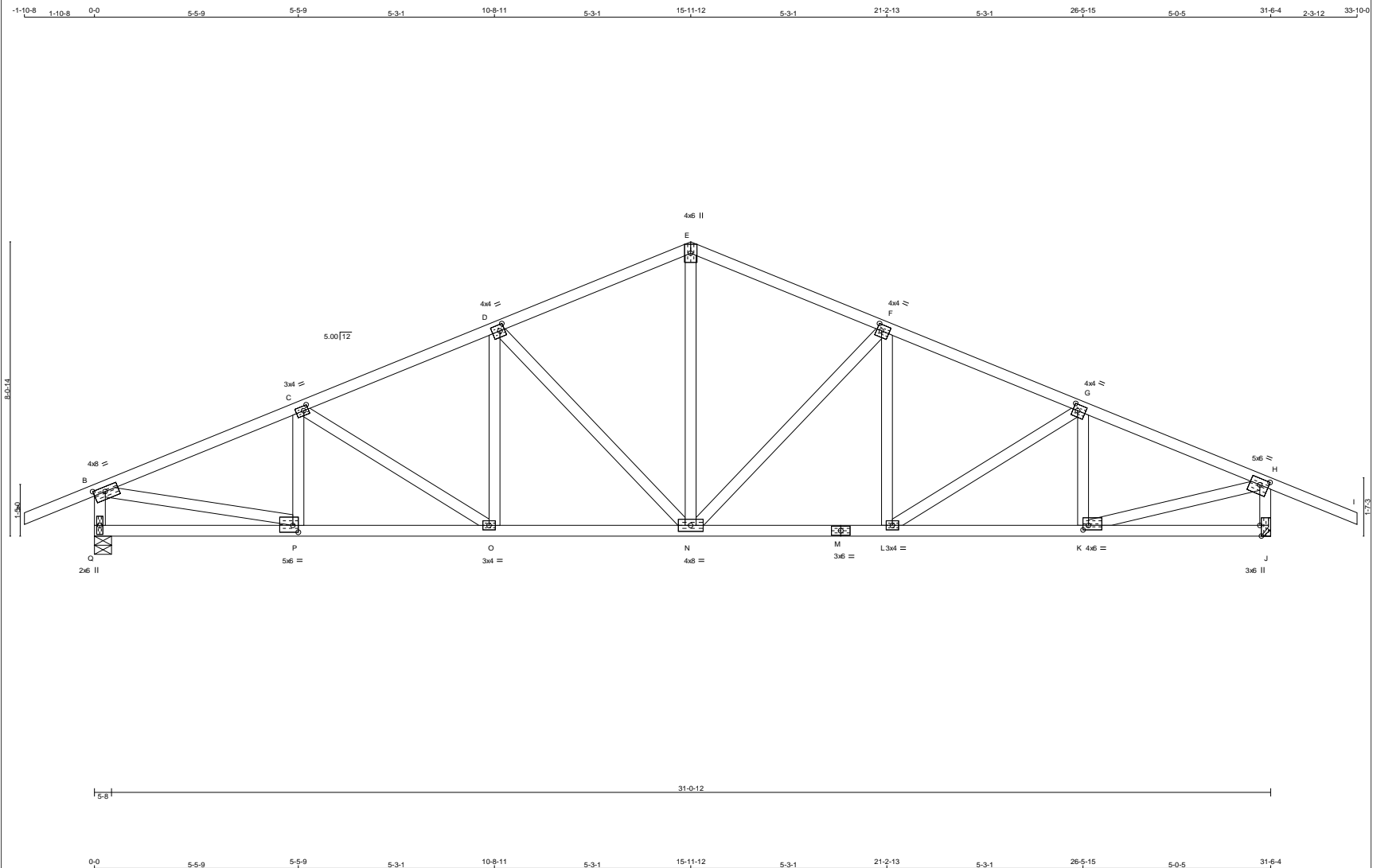
Drawing
FRAMING PLAN, SECTIONS, AND SHEARWALL DETAILS

Date	22/05/18	Project No.	C18001-044
Designed	JK	Drawing File	C18001-044 S01
Drawn	JK	Scale	AS NOTED
Checked	RT	Sheet No.	Issue/Rev.
Approved	DS	S2.0 OF 2	B1

Job	Truss	Truss Type	Qty	Ply	Gniewotta
JL 18-79	A1	Common	24	1	

Boundary Truss, Grand Forks, B.C., SE

8.210 s Feb 23 2018 MiTek Industries, Inc. Tue Aug 14 06:22:34 2018 Page 1
ID:vp8MqGcPhFxm1Kg5tizS6yoFjx-vkVzqbgJj68B?yCdfzby8ow1oijiX75_46vqy5yo_fZ

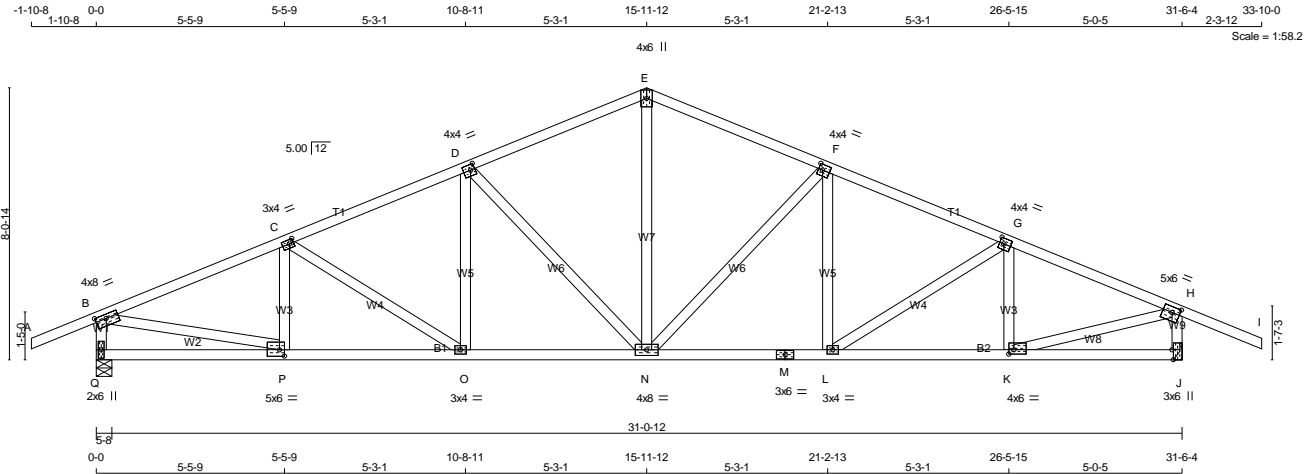


Qty: 24 Span: 31-6-4 Slope: 5.00/12, 0.00/12 Overhang: 1-10-8, 2-3-12 Loading: 40.0-3.0-0.0-7.0 Spacing: 2-0-0 o.c. Camber: 1/8 in Weight: 152 lb Last saved: August 13, 2018

Applicant Submission

JOB NAME	TRUSS NAME	QUANTITY	PLY	JOB DESC.	Gniewotta	DRWG NO.
JL18-79	A1	24	1	TRUSS DESC.		
Boundary Truss, Grand Forks, B.C., SE						

Version 8.210 S Feb 23 2018 MTEK Industries, Inc. Tue Aug 14 06:22:52 2018 Page 1
ID:vp8MqGcPhFxm1Kg5tizS6yoFix-NCbnclu23FNbMmKhrRlpgxYuT2mXl7OdDvHnb2yo_fH



TOTAL WEIGHT = 24 X 152 = 3648 lb
[M/F]

LUMBER

N. L. G. A. RULES	CHORDS	SIZE	LUMBER	DESCR.
A - E	2x4	DRY	1650F 1.5E	SPF
E - I	2x4	DRY	1650F 1.5E	SPF
Q - B	2x4	DRY	1650F 1.5E	SPF
J - H	2x4	DRY	1650F 1.5E	SPF
Q - M	2x4	DRY	1650F 1.5E	SPF
M - J	2x4	DRY	1650F 1.5E	SPF
ALL WEBS	2x4	DRY	1650F 1.5E	SPF
DRY: SEASONED LUMBER.				

PLATES (table is in inches)

JT	TYPE	PLATES	W	LEN	Y	X
B	TMVW-t	MT20	4.0	8.0	1.50	3.75
C	TMVW-t	MT20	3.0	4.0	1.50	1.50
D, F, G						
D	TMVW-t	MT20	4.0	4.0	2.00	1.50
E	TTW+p	MT20	4.0	6.0		
H	TMVW-t	MT20	5.0	6.0	2.00	2.75
J	BMV1+t	MT20	3.0	6.0	Edge	0.50
K	BMVW-t	MT20	4.0	6.0	1.50	1.75
L	BMVW-t	MT20	3.0	4.0		
M	BS-t	MT20	3.0	6.0		
N	BMVW-t	MT20	4.0	8.0		
O	BMVW-t	MT20	3.0	4.0		
P	BMVW-t	MT20	5.0	6.0	2.25	1.75
Q	BMV1+p	MT20	2.0	6.0		

Edge - INDICATES REFERENCE CORNER OF PLATE TOUCHES EDGE OF CHORD.

DIMENSIONS, SUPPORTS AND LOADINGS SPECIFIED BY FABRICATOR TO BE VERIFIED BY BUILDING DESIGNER**BEARINGS**

	FACTORED GROSS REACTION	MAXIMUM FACTORED GROSS REACTION	INPUT BRG	REQD BRG
JT	VERT	HORZ	DOWN	HORZ
Q	2534	0	2534	0
J	2589	0	2589	0

A SUITABLE MECHANICAL CONNECTION IS REQUIRED AT JOINT J TO RESIST THE MAX FACTORED REACTIONS.

UNFACTORED REACTIONS

	1ST LCASE	MAX./MIN. COMPONENT REACTIONS					
JT	COMBINED	SNOW	LIVE	PERM.LIVE	WIND	DEAD	SOIL
Q	1743	1417 / 0	0 / 0	0 / 0	0 / 0	327 / 0	0 / 0
J	1781	1452 / 0	0 / 0	0 / 0	0 / 0	329 / 0	0 / 0

BEARING MATERIAL TO BE SPF NO.2 OR BETTER AT JOINT(S) Q

BRACING

TOP CHORD TO BE SHEATHED OR MAX. PURLIN SPACING = 3.94 FT.
MAX. UNBRACED BOTTOM CHORD LENGTH = 10.00 FT OR RIGID CEILING DIRECTLY APPLIED.

ALL PITCH BREAKS AND PERIMETER CORNER JOINTS MUST BE LATERALLY RESTRAINED.

LOADING

TOTAL LOAD CASES: (4)

CHORDS				WEBS			
MEMB.	MAX. FACTORED FORCE (LBS)	FACTORED VERT. LOAD (PLF)	MAX. FACTORED CSI (LC)	MEMB.	MAX. FACTORED FORCE (LBS)	MAX. FACTORED CSI (LC)	
FR-TO		FROM	TO	FR-TO			
A-B	0 / 47	-127.6	-127.6	0.28 (1)	P-C	-546 / 0	0.06 (1)
B-C	-3395 / 0	-127.6	-127.6	0.45 (1)	C-O	-228 / 0	0.08 (1)
C-D	-3212 / 0	-127.6	-127.6	0.38 (1)	O-D	0 / 213	0.02 (1)
D-E	-2543 / 0	-127.6	-127.6	0.38 (1)	D-N	-934 / 0	0.59 (1)
E-F	-2543 / 0	-127.6	-127.6	0.38 (1)	N-E	0 / 1396	0.16 (1)
F-G	-3146 / 0	-127.6	-127.6	0.38 (1)	N-F	-850 / 0	0.53 (1)
G-H	-3169 / 0	-127.6	-127.6	0.37 (1)	L-F	0 / 116	0.02 (4)
H-I	0 / 58	-127.6	-127.6	0.42 (1)	L-G	-47 / 0	0.02 (1)
Q-B	-2490 / 0	0.0	0.0	0.16 (1)	K-G	-667 / 0	0.07 (1)
J-H	-2549 / 0	0.0	0.0	0.17 (1)	B-P	0 / 3221	0.37 (1)
					K-H	0 / 3043	0.35 (1)
Q-P	0 / 0	-17.5	-17.5	0.10 (4)			
P-O	0 / 3156	-17.5	-17.5	0.41 (1)			
O-N	0 / 2965	-17.5	-17.5	0.39 (1)			
N-M	0 / 2907	-17.5	-17.5	0.39 (1)			
M-L	0 / 2907	-17.5	-17.5	0.39 (1)			
L-K	0 / 2947	-17.5	-17.5	0.38 (1)			
K-J	0 / 0	-17.5	-17.5	0.08 (4)			

DESIGN CRITERIA**SPECIFIED LOADS:**

TOP CH.	LL	=	40.1	PSF
	DL	=	3.0	PSF
BOT CH.	LL	=	0.0	PSF
	DL	=	7.0	PSF
TOTAL LOAD	=	50.0	PSF	

SPACING = 24.0 IN./C

THIS TRUSS IS DESIGNED FOR RESIDENTIAL OR SMALL BUILDING REQUIREMENTS OF PART 9, NBC 2010

THIS DESIGN COMPLIES WITH:

- PART 9 OF OBC 2012, BCBC 2012, ABC 2014
- CSA 086-09
- TPIC 2011

(55 % OF 69.0 P.S.F. G.S.L. PLUS 2.1 P.S.F. RAIN LOAD) EQUALS 40.1 P.S.F. SPECIFIED ROOF LIVE LOAD

ALLOWABLE DEFL.(LL)= L/360 (1.05")
CALCULATED VERT. DEFL.(LL) = L/999 (0.16")
ALLOWABLE DEFL.(TL)= L/360 (1.05")
CALCULATED VERT. DEFL.(TL) = L/999 (0.26")

CSI: TC=0.45/1.00 (B-C:1), BC=0.41/1.00 (O-P:1), WB=0.59/1.00 (D-N:1), SSI=0.30/1.00 (B-C:1)

DOL LUMBER=1.00 NAIL=1.00 LS BEND=1.10
COMP=1.10 SHEAR=1.10 TENS=1.10

COMPANION LIVE LOAD FACTOR = 0.50

TRUSS PLATE MANUFACTURER IS NOT RESPONSIBLE FOR QUALITY CONTROL IN THE TRUSS MANUFACTURING PLANT.

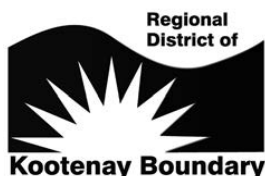
NAIL VALUES

PLATE	GRIP(DRY)	SHEAR (PSI)	SECTION (PLI)
MT20	618	354	1667
	822	2284	1656

PLATE PLACEMENT TOL. = 0.250 inches

PLATE ROTATION TOL. = 5.0 Deg.

JSI GRIP= 0.90 (H) (INPUT = 0.90)
JSI METAL= 0.85 (H) (INPUT = 1.00)



Electoral Area Services (EAS) Committee Staff Report

RE:	Development Variance Permit – JGC Choi Investments Ltd.		
Date:	March 14, 2019	File #:	B-2404-06291.000
To:	Chair Worley and members of the EAS Committee		
From:	Elizabeth Moore, Planner		

Issue Introduction

The RDKB has received an application for a development variance permit from Permit Solutions Inc. for a variance in the number of signs permitted on a property in Genelle in Electoral Area 'B'/Lower Columbia-Old Glory (see attachments).

Property Information	
Owner(s):	JGC Choi Investments Ltd.
Agent:	Permit Solutions Inc.
Location:	502 12 th Ave, Genelle
Electoral Area:	Electoral Area B / Lower Columbia-Old Glory
Legal Description(s):	Lot 1, Block 4, Plan NEP2423, DL 2404, KD
Area:	0.14 ha (0.34 acr)
Current Use(s):	Service Station
Land Use Bylaws	
OCP Bylaw No. 1470:	Commercial
DP Area:	NA
Zoning Bylaw No. 1540:	Commercial (C)
Other	
ALR:	NA
Waterfront / Floodplain:	NA
Service Area:	Genelle Improvement District
Planning Agreement Area:	NA

History / Background Information

The subject property is a Tempo service station in central Genelle. Currently, there are two freestanding signs on the parcel; one with the Tempo logo (with an approximate surface area of 2.8 m²) and a smaller Lotto sign (size unknown). There are also three signs on the gas bar canopy (each with an approximate surface area of 1.2 m², for a total area of 3.6 m²).

The property is designated as Commercial in the Electoral Area 'B'/Lower Columbia-Old Glory OCP and also zoned as Commercial in the Electoral Area 'B'/Lower Columbia-Old

Glory Zoning Bylaw. Surrounding properties have the OCP designation Genelle Residential and are zoned as Residential.

In the Electoral Area 'B' Zoning Bylaw, the maximum visible surface for signs is 3 m² per side and the number of signs is restricted to two (2) per parcel.

As noted in section 304 of Electoral Area 'B' Zoning Bylaw, sign structures may be sited on any portion of a parcel, thus no setback requirements need be considered in this application.

Proposal

The applicant proposes to replace the face of the current 'Tempo' sign, remove the Lotto sign, add two new sign cabinets beneath, as well as replace the canopy signs with new ones of the same size. The new sign cabinets include a digital price changer to show the current gas price and a sign identifying the liquor store on site.

Sign dimensions are listed below:

Sign	Existing/New	Surface Area
Tempo canopy signs (3)	Existing	each 1.2 m ²
Tempo freestanding sign	Existing	2.7 m ² /side
Gas price changer freestanding sign	New	1.6 m ² /side
Liquor Store freestanding sign	New	1.2 m ² /side

The proposed signs are all less than the maximum allowable size.

The application is for a variance in the sign regulation for an increase in the number of permitted signs from two (2) to six (6) (2 new signs, 4 replacement), for a variance of 4 signs.

Implications

In considering applications for Development Variance Permits, the RDKB considers whether the proposed variance will:

- a) Resolve a hardship;
- b) Improve the development;
- c) Cause negative impacts to the neighbouring properties.

The applicant does not assert the requested variance is necessary to resolve a hardship. For improving the development, the applicant proposes that the variance in size and number of signs will improve the business potential for the service station. The applicant proposes that advertising the liquor store will make customers aware of its existence. The applicant also suggests that installing the digital price changer would be in line with standard gas station signage.

Regarding negative impacts to neighbouring properties, letters will be sent to neighbouring property owners advising them of the proposal and providing opportunity to comment.

Advisory Planning Commission (APC)

The Electoral Area 'B'/Lower Columbia-Old Glory APC supported this application at their March 4, 2019 meeting.

Recommendation

That the Development Variance Permit application submitted by Permit Solutions Inc., on behalf of JGC Choi Investments Ltd., to allow for a variance in the number of permitted signs from two (2) signs per parcel to six (6) signs per parcel to construct two (2) new signs and replace four (4) signs on the property legally described as Lot 1, Block 4, Plan NEP2423, DL 2404, KD, Genelle, Electoral Area 'B'/Lower Columbia-Old Glory be presented to the Regional District of Kootenay Boundary Board of Directors for consideration, with a recommendation of support.

Attachments

Site Location Map

Subject Property Map

Applicants Submission

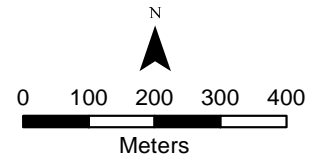


Regional District of
Kootenay Boundary

Date: 07/02/2019

Site Location Map

502 12th Avenue, Genelle
Lot 1, Block 4, NEP2423, DL2404, KD



1:10,000



Document Path: H:\2019-02-07_SPM_DVP_Tempo.mxd

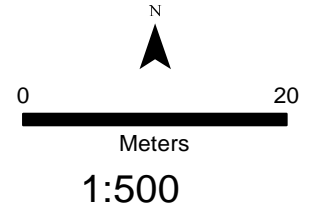


Regional District of
Kootenay Boundary

Date: 07/02/2019

Subject Property Map

502 12th Avenue, Genelle
Lot 1, Block 4, NEP2423, DL2404, KD



Document Path: H:\2019-02-07_SPM_DVP_Tempo.mxd

Applicant Submission

The space below is provided to describe the proposed development. Additional pages may be attached.

Tempo is looking to replace the face in the existing freestanding sign and add two new sign cabinets beneath it.

The first will be a digital price changer to show the current gas price and the second is business identification for the liquor store on site.

Statements regarding requests for variance(s)

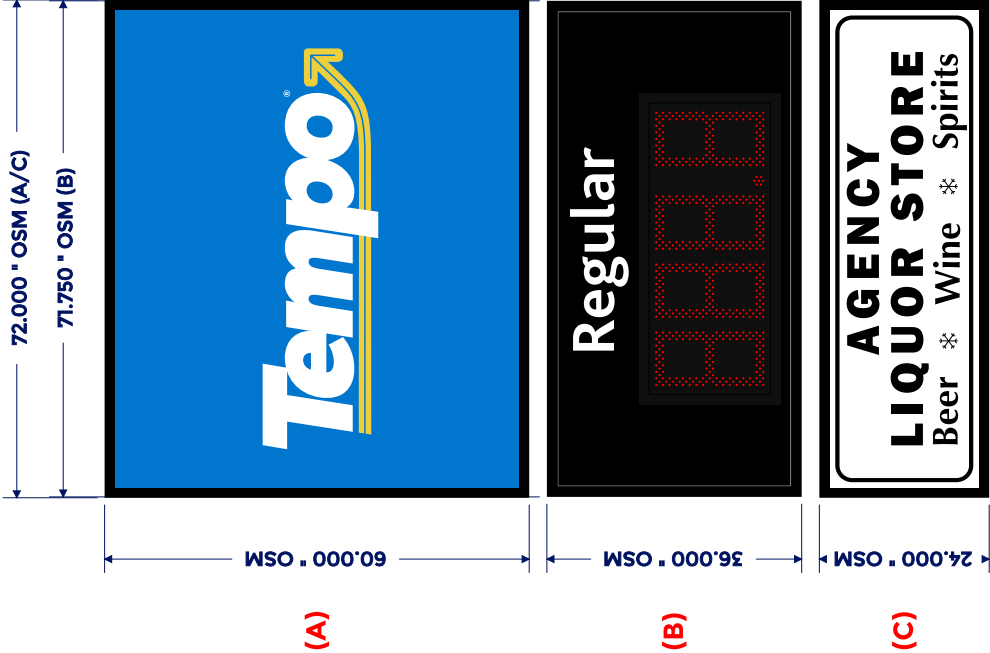
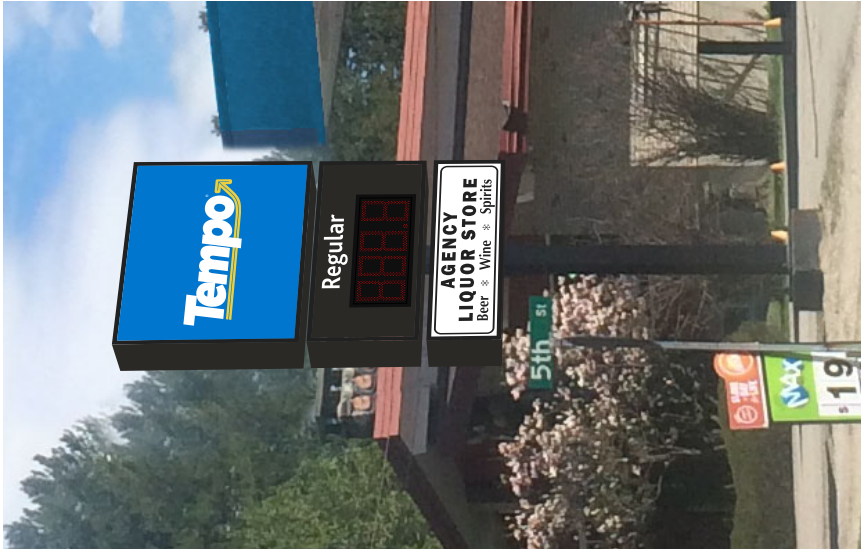
Standard gas station freestanding signs generally consist of business identification in conjunction with price changer boards. We are asking for a relaxation to allow for that standard design.

There is also a liquor store at this location. Adding liquor store identification on the freestanding sign should be granted as it helps to guide customers to the business. If we only have the building signage, the customers could drive by and miss it.

GENELLE_TMP_P22028_P1_R3

S:\1_CORP CUSTOMERS\Tempo\Projects\Genelle, BC\Design

Existing signage to be removed



Ph: 250.489.3321 Fax: 250.426.8852
421 Patterson St. W., Cranbrook, B.C. V1C 6T3
www.selkirksigns.com



Description
New inserts for
existing pylon

Quantity

1

Scale

100%

Revisions

#2

Date: 12/6/18 - SC
Details: Revised sizes/artwork

#3

Date: 2/8/19 - SC
Details: Lotto sign removed

☐ Single sided

☒ Double sided

☒ Draft

☐ Shop ready

Applicant Submission

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Perspective renditions in this drawing
are by the designer. Only approximate
sizes and perspectives of the signs
are being achieved.

Proposed

Customer: Tempo Address: Genelle, BC Project Manager: Tracy Kernaghan Designer: SC Date: 2/14/18

(A) CONSTRUCTION: PYLON INSERT
SUBSTRATE: WHITE FLEX
CABINET: BLACK CABINET
RETAINER: BLACK FLEX FRAMES W/ 1.5" COVER
GRAPHICS: VINYL APPLIED FIRST SURFACE
ILLUMINATION: WHITE LED
POWER: 120 VOLTS LINE IN - 2.2 AMPS

(B) CONSTRUCTION: PRICER PYLON INSERT
PRICER UNIT: HYOCO 16" WIRELESS PRICER
SUBSTRATE: BLACK ROUTED 3MM ACM PANEL
"REGULAR" PORTION ROUTER CUT WITH WHITE
POLYCARBONATE BEHIND
CABINET: BLACK CABINET
RETAINER: BLACK EX7 FRAMES
ILLUMINATION: WHITE LED
POWER: 120 VOLTS LINE IN - 3.1 AMPS

COLOUR SPECIFICATIONS
 ARROW: 3M 3630-15 YELLOW
 BACKGROUND: 3M 3630-337 PROCESS BLUE
 LIQUOR STORE: 3M 3630-22 BLACK

(C) CONSTRUCTION: PYLON INSERT
SUBSTRATE: WHITE FLEX
CABINET: BLACK CABINET
RETAINER: BLACK FLEX FRAMES W/ 1.5" COVER
GRAPHICS: VINYL APPLIED FIRST SURFACE
ILLUMINATION: WHITE LED
POWER: 120 VOLTS LINE IN - 1.1 AMPS

GENELLE_TMP_CPY1_OPTION1_R2

S:\1_CORP CUSTOMERS\Tempo\Projects\Genelle, BC\Design



Ph. 250.489.3321 Fax 250.426.8852
421 Patterson St. W., Cranbrook, B.C. V1C 6T3
www.selkirksigns.com

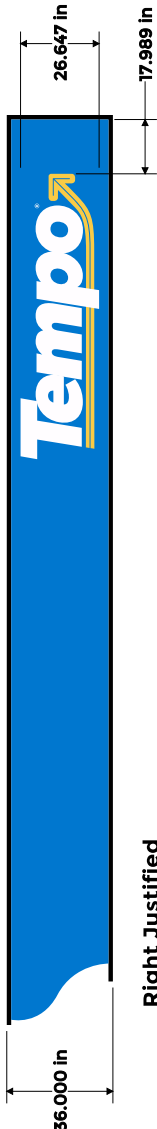


Description

Canopy sign

*Sizes TBC

existing gas bar canopy
to be refaced



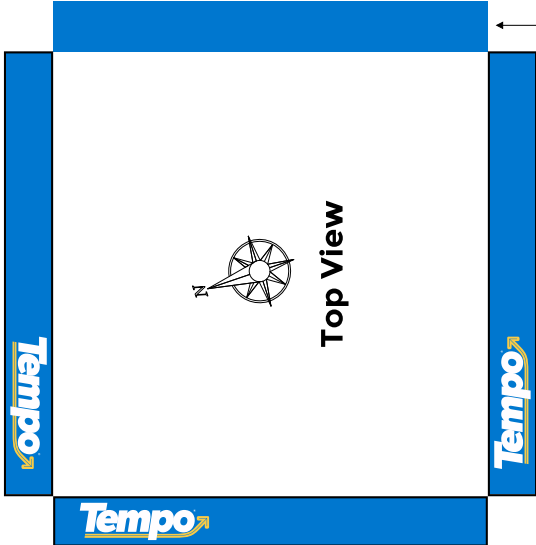
Right Justified



Left Justified



Proposed South/West



East side to be non-illuminated ACM w/ J-Cap

Customer: Tempo	Address: Genelle, BC	Project Manager: Tracy Kernaghan	Designer: SC	Date: 2/14/18
-----------------	----------------------	----------------------------------	--------------	---------------

CONSTRUCTION: CANOPY SIGN
SUBSTRATE: WHITE FLEX
CABINET: BLACK FLEX CABINET
RETAINER: BLACK FLEX FRAMES W/ 1.5" COVER
GRAPHICS: VINYL APPLIED FIRST SURFACE
ILLUMINATION: WHITE LED

CONSTRUCTION: ACM W/ J-CAP
SUBSTRATE: 6MM WHITE ACM PANEL W/ J-CAP
PAINTED TO MATCH FLEX

COLOUR SPECIFICATIONS
ARROW: 3M 3630-15 YELLOW
BACKGROUND: 3M 3630-337 PROCESS BLUE

502 - 12 avenue

Applicant Submission

<input checked="" type="checkbox"/> X	Single sided
<input type="checkbox"/>	Double sided
<input checked="" type="checkbox"/> X	Draft
<input type="checkbox"/>	Shop ready

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Perspective renditions in this drawing are by the designer. Only approximate sizes and perspectives of the signs are being achieved.

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Electoral Area 'A' Town Hall Meeting March 4, 2019

The RDKB Electoral Area 'A' Town Hall Meeting was held Monday, March 4, 2019 at 6:00 p.m. at the Fruitvale Community Hall.

Present: A. Grieve, Director, Electoral Area 'A'
M. Andison, Chief Administrative Officer
J. Chandler, General Manager of Operations/Deputy CAO
J. Dougall, General Manager of Environmental Services
B. Burget, General Manager of Finance
M. Forster, Executive Assistant/Recording Secretary
F. Maika, Corporate Communications Officer
M. Stephens, Interim Manager of Emergency Programs

11 members of the public attended.

Director Grieve opened the meeting at 6:00 pm and welcomed everyone. After introducing staff to the audience, the meeting was turned over to Mark Andison, CAO.

The CAO thanked the members of the public for attending the meeting and provided a power point presentation that highlighted the following:

- Census information,
- Electoral Area 'A' facts,
- 2019 financial plan process,
- Proposed 2019 budget and taxation,
- Graphs and charts on taxation, sources of revenue, expenditures and services,
- 2019 budget summary

Audience interactive slides were added to the presentation.

Director Grieve also highlighted new projects: First Nations arbour – Beaver Creek Park, chiller at the Beaver Valley Arena and Webster Road Trail.

The following topics were briefly discussed: water systems and sustainable development, housing, restricting access to the Pend Oreille by the Federal Government and rain water collection.

Fire Smart:

Mark Stephens, Interim Manager of Emergency Programs, provided a high level presentation on wildfire threats to communities and neighbourhoods, fire suppression, property landscape zones, personal preparedness and evacuation planning.

A member of the audience asked if there was any funding available for cleaning up property. The provincial government had set aside a small portion of money made available to organizations to apply for. The RDKB has applied for funding primarily for Fire Smart education. Funding for property owners was not available at this time.

Hearing no further comments or questions, Director Grieve thanked everyone for attending and she adjourned the Electoral Area 'A' Town Hall meeting at 7:15 pm.

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Electoral Area 'B'/Lower Columbia-Old Glory Town Hall Meeting February 4, 2019

Notes from the RDKB Electoral Area 'B'/Lower Columbia-Old Glory Town Hall meeting held on Monday, February 4, 2019 at 6:00 p.m. at the Rossland Fire Hall.

Present: L. Worley, Director, Electoral Area 'B'/Lower Columbia-Old Glory
B. Edwards, Alternate Director, Electoral Area 'B'/Lower Columbia-Old Glory
M. Andison, Chief Administrative Officer
J. Chandler, General Manager of Operations/Deputy CAO
J. Dougall, General Manager of Environmental Services
B. Burget, General Manager of Finance
M. Forster, Executive Assistant/Recording Secretary
F. Maika, Corporate Communications Officer
M. Stephens, Interim Manager of Emergency Programs

Approximately 12 members of the public attended.

Director Worley opened the meeting and welcomed everyone. After introducing staff to the audience, the meeting was turned over to Mark Andison, CAO.

The CAO thanked the members of the public for attending the meeting and provided a power point presentation that highlighted the following:

- Census Information
- Area B/Lower Columbia-Old Glory facts
- 2018 Financial Plan process
- Graphs and charts on taxation, property taxes, sources of revenue and expenses by category and type
- RDKB and other committees and meetings that Director Worley participates in
- 2019 budget summary

Audience interactive slides were added to the presentation.

The following are some of the comments, questions and concerns that were made throughout the presentation:

Bylaw Enforcement:

The CAO clarified that currently the major bylaw enforcement issue is regarding land use such as secondary residences (campers and RVs) being occupied on single residence properties, derelict vehicles and unsightly premises. The 2019 budget has funds earmarked for hiring a Bylaw Officer. Once the budget is approved the position will be advertised sometime during spring to mid-year.

Fire Smart:

Mark Stephens, Interim Manager of Emergency Programs, provided a high level presentation on wildfire threats to communities and neighbourhoods, fire suppression, property landscape zones, personal preparedness and evacuation planning.

Questions were asked about:

Fire Smart Neighbourhood signs around Rossland – As properties are so close to one another, this is a neighbourhood where residents are meeting the buffer rules and doing field treatments.

Alerting in place for Rossland residents during fire season – Regarding communications during an EOC activation, RDKB is currently building an Emergency Communications Plan which will address how to get information out to residents during emergencies. Various methods such as the RDKB and Emergency websites and social media will be used. The deployment of the alerting system is scheduled to be operational by freshet season.

Using controlled burning as a tactic – Prescribed burning is managed by the Wild Fire Branch and not RDKB. This is a tool used when conditions are appropriate.

Solid Waste Management and Garbage Pickup:

A resident expressed her frustration with the garbage pick up near Rossland. She asked that the RDKB consider a more convenient place to drop off garbage. Recycling regulations were also discussed.

Hearing no further comments or questions, Director Worley thanked everyone for attending the Electoral Area 'B'/Lower Columbia-Old Glory Town Hall meeting and she adjourned the meeting at 7:10 pm.

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Electoral Area C/Christina Lake Town Hall Meeting January 29, 2019

Notes from the RDKB Electoral Area C/Christina Lake Town Hall meeting held on Tuesday, January 29, 2019 at 6:00 p.m. at the Christina Lake Community Hall.

Present: G. McGregor, Director, Electoral Area C/Christina Lake and Board Vice-Chair
 R. Russell, Director, Electoral Area D/Rural Grand Forks and Board Chair
 M. Andison, Chief Administrative Officer
 J. Chandler, General Manager of Operations/Deputy CAO
 B. Burget, General Manager of Finance
 J. Dougall, General Manager of Environmental Services
 M. Forster, Executive Assistant/Recording Secretary
 D. Dean, Manager, Manager of Planning and Development
 T. Sprado, Manager of Facilities and Recreation
 F. Maika, Corporate Communications Officer
 M. Stephens, Interim Manager of Emergency Programs
 J. Geary, Christina Lake Fire Chief
 D. Wilchynski, Alternate Director, Electoral Area C/Christina Lake

Approximately 55 members of the public attended.

Director McGregor opened the meeting at 6:00 pm and welcomed everyone. After introducing the Joe Geary, Christina Lake Fire Chief, the meeting was turned over to Mark Andison, CAO.

The CAO thanked the members of the public for attending and introduced the staff in attendance. He provided a power point presentation that highlighted the following:

- Electoral Area C/Christina Lake census information and facts
- 2019 financial plan process
- Proposed 2019 budget and taxation
- Graphs and charts on taxation, sources of revenue, expenditures and services
- 2019 budget summary

Audience interactive slides were added to the presentation.

Fire Smart:

Mark Stephens, Interim Manager of Emergency Programs, provided a high-level presentation on wildfire threats to communities and neighbourhoods, fire suppression, property landscape zones, personal preparedness and evacuation planning. Discussion ensued on the various types of communication methods used during an EOC activation. M. Stephens addressed residents' concerns about wildfire and flood evacuation alerts. He reassured members of the audience that

RDKB uses its extensive database of residents' addresses that is provided to EOC officials. D. Dean, Manager of Planning and Development urged residents to have large house numbers clearly displayed on their properties.

Eurasian Milfoil Control:

Janine Dougall, General Manager of Environmental Services, provided a power point presentation, which highlighted 2018 activities of the Eurasian Milfoil Program and the 2019 Program goals. A high-level review was provide on the 2018 Fragrant Waterlily Pilot Project.

Planning and Development:

D. Dean, Manager of Planning and Development, provided the audience with information on her department's operations related to long-range planning, operations and bylaw enforcement. Director McGregor informed the audience that her intention is to have more community meetings this year, that will focus on the integrity and way of life in Christina Lake, with one scheduled in the summer to involve the summer residents.

Adjournment:

Hearing no further comments or questions, Director McGregor thanked everyone for attending and she adjourned the Electoral Area C/Christina Lake Town Hall meeting at 7:30 p.m.

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Electoral Area D/Rural Grand Forks Town Hall Meeting February 11, 2019

Notes from the Electoral Area D/Rural Grand Forks Town Hall meeting held on Monday, February 11, 2019 at 6:00 pm at the Curling Club in Grand Forks.

Present: R. Russell, Director, Electoral Area D/Rural Grand Forks
M. Andison, Chief Administrative Officer
J. Chandler, General Manager of Operations/Deputy CAO
J. Dougall, General Manager of Environmental Services
B. Burget, General Manager of Finance
M. Forster, Executive Assistant/Recording Secretary
T. Sprado, Manager of Facilities and Recreation
F. Maika, Corporate Communications Officer
M. Stephens, Interim Manager of Emergency Programs

Approximately 25 members of the public attended.

Director Russell opened the meeting, welcomed everyone and introduced the RDKB staff in attendance.

He provided a power point presentation that highlighted the following:

- RDKB mission and vision statements
- RDKB strategic goals
- Legislative framework of Regional Districts
- Regional Districts in the Province
- Role of a regional district director
- 2016 census information
- Fun facts for rural Grand Forks
- Regional population
- RDKB services and funding
- Types of Regional District services (i.e. regional/sub-regional/Electoral Area)
- Advisory Planning Commission 2018-2019 members
- Five year financial plan and process
- Various illustrations and charts on taxation/revenues/expenditures
- Projects the Regional District is currently working on
- Director Russell's membership on various committees and Board

Audience interactive slides were added to the presentation.

The following are some of the comments, questions and concerns that were made after the presentation:

Taxation:

Director Russell clarified the reason for an increase in taxes is due to significant increases in fire service, and the aquatic centre pool deck resurfacing. An audience member asked whether the increase in taxation that is attributable to the fire truck purchase is a permanent increase or a levy. It was clarified that it's a levy until the fire truck is paid off over a twenty-year period.

Irrigation Districts and Water Systems:

A member of the audience asked whether the RDKB will be taking on more responsibilities for water systems. Director Russell informed the audience that the expectation is yes. Through the RDKB, the Province is trying to migrate those systems and is offering more opportunities for grants that can be channeled through Regional Districts if they take control of those systems. Discussion also ensued on possible improvements made to water districts should the Province transfer management to the RDKB.

Boundary Integrated Watershed Service:

Discussion ensued on the new Service. Director Russell provided a high-level review of the Service, the various members and roles of the Advisory Group, the role of the future Watershed Planner, the involvement of the Provincial Government and public engagement.

Saddle Lake:

It was asked whether Saddle Lake has been included in the planning for possible high water in 2019. Director Russell informed the audience that although Saddle Lake is not included directly in planning, funding has been received from the Provincial Government for the Saddle Lake spillway. The proposed completion date will be late this year.

Fire Smart:

Mark Stephens, Interim Manager of Emergency Programs, provided a high-level presentation on wildfire threats to communities and neighbourhoods, fire suppression, property landscape zones, personal preparedness and evacuation planning.

Adjournment:

There being no further questions or comments, Director Russell thanked the public for attending the meeting and he adjourned the meeting at 8:00 p.m.

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Electoral Area E/West Boundary Town Hall Meeting March 8, 2019

Notes from the Electoral Area E/West Boundary Town Hall meeting held on Friday, March 8, 2019 at 6:00 p.m. at the Rock Creek Fair Grounds Pavilion in Rock Creek.

Present: V. Gee, Director, Electoral Area E/West Boundary
M. Andison, Chief Administrative Officer
J. Chandler, General Manager of Operations/Deputy CAO
J. Dougall, General Manager of Environmental Services
B. Burget, General Manager of Finance
M. Forster, Executive Assistant/Recording Secretary
F. Maika, Corporate Communications Officer
T. Sprado, Manager of Facilities and Recreation

Approximately 14 members of the public attended.

Director Gee opened the meeting and welcomed everyone.

Director Gee advised the public that she would be providing a power point presentation on the 2019 Five Year Financial Plan and on the services provided to Electoral Area E/West Boundary taxpayers.

The power point presentation highlighted the following:

- 2016 census information
- Area E facts
- Financial plan process
- Electoral Area E/West Boundary, shared and regional services
- Graphs and charts on taxation, revenue and expenditures
- 2019 - budget summary
- Community Hub plans in Rock Creek
- 2019 Advisory Planning Commission appointments
- Projects in the West Boundary

Audience interactive slides were added to the presentation.

The following comments, questions and concerns were made during the presentation.

Big White:

A concern was raised in regards to Big White becoming a separate municipality in the future and affecting taxation of services. Director Gee reassured the audience member that although Big White has been looking at this for quite some time and has had meetings with the Province, there is a sense that it's too early. The Big White population is too low and it's not diverse enough as a

community in terms of business. Director Gee has worked on her own analysis and if Big White eventually becomes a municipality, it will still be paying for services.

Drought Management:

A concern was raised that the RDKB is spending too much money on drought management since droughts are out of peoples' control. Director Gee responded that there are things that residents can do to react to drought conditions such as planting drought resistant crops, creating water storage on properties and controlling water consumption.

Adjournment:

Director Gee thanked the members of the public from Electoral Area E/West Boundary and the Rock Creek area for attending the meeting and she adjourned the meeting at 7:15 pm.

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

**Electoral Area E/West Boundary/Big White
Town Hall Meeting
March 7, 2019**

Notes from the Electoral Area E/West Boundary/Big White Town Hall meeting held on Thursday, March 7, 2019 at 7:00 p.m. at the White Crystal Inn in Big White, BC.

Present: V. Gee, Director, Electoral Area E/West Boundary
R. Russell, Director, Electoral Area D/Rural Grand Forks and Board Chair
L. Worley, Director, Electoral Area B/Lower Columbia-Old Glory
D. Langman, Director
B. Taylor, Director
G. Shaw, Director
M. Andison, Chief Administrative Officer
J. Chandler, General Manager of Operations/Deputy CAO
J. Dougall, General Manager of Environmental Services
B. Burget, General Manager of Finance
T. Lenardon, Manager of Corporate Administration
M. Forster, Executive Assistant/Recording Secretary
F. Maika, Corporate Communications Officer

Approximately 12 members of the public.

Director Gee opened the meeting and welcomed everyone.

Director Gee advised the public that she would be providing a power point presentation on the 2019 Five Year Financial Plan and on the services provided to Electoral Area E/West Boundary/Big White taxpayers.

The power point presentation highlighted the following:

- Staff changes at the Regional District
- 2016 census information
- Facts about Area E and Big White
- 2019 financial plan process
- Big White only, Area E only and Boundary wide services
- Graphs and charts on taxation and property taxes
- 2019 budget summary
- 2019 Advisory Planning Commission appointments
- Concerns from residents that fall outside RDKB jurisdiction

Audience interactive slides were added to the presentation.

The following are some of the comments, questions and concerns that were made during the presentation:

GARBAGE AND RECYCLING

A member of the audience asked what was the criteria for garbage pickup when a building has trash picked up and a building next door must take trash to a transfer station. Janine Dougall, General Manager of Environmental Services, didn't have an exact answer but explained that more of the residential stratas don't have garbage picked up the same way as businesses within the Big White area. Big White is in a unique situation in service provision. Discussions are being held on how to move forward and how to address increased summer use.

She also indicated that some of the newer buildings and developments are required to build within their plan, garbage and recycling storage areas. Some of the older buildings don't have that as those were not requirement at the time of building.

A member of the audience asked about measures taken to educate residents about reduction of contamination levels as it relates to recycling and suggested that information pamphlets be given out to residents and/or renters of condos when checking in.

Discussion ensued on issues around unmanned transfer stations and recycling.

STREET LIGHTS

A member of the audience asked about the responsibilities between strata and the RDKB when it came to the street light issues and/or outages. They were informed that the street lights can be owned by three different parties: strata, Big White Resort and the RDKB. If a resident doesn't know who owns the streetlight, they were encouraged to call Goran Denkovski, Manager of Infrastructure and Sustainability, at the RDKB for more information that is compiled by the GIS Department.

BYLAWS AND ENFORCEMENT

Discussion ensued on the type of RDKB bylaws in Big White. Various bylaw questions were raised regarding enforcement of building, noise and zoning bylaws. The audience was informed that RDKB bylaws supersede strata bylaws although strata managers may not be aware of this.

COMMUNITY ISSUES ASSESSMENT

An audience member asked whether the community assessment would run in conjunction with the OCP. Mark Andison, CAO, informed the audience that that question was put to the Ministry last September and their response was that in their experience, it would confuse the process and one should come before the other. It would be more preferable to complete the community issues assessment before the OCP. This way some of the issues coming out of the needs assessment could be addressed during the OCP process.

COMMUNITY CENTRE

An audience member informed Director Gee that drug, alcohol and mental issues were growing in the community primarily with transient residents during the winter. This discussion moved towards the community centre and the possible services that maybe offered at the centre once it's built.

A member of the audience asked for clarification on what steps the RDKB could take to move towards a referendum on the development of the community centre. Mark Andison, CAO, informed the audience that the first step would likely be land acquisition through the Parks and Trails Service. Once this is complete then the details in terms of design and budget would be worked out before holding a referendum. However, this would likely have to wait until Big White resolves its master plan.

AJOURNMENT

Director Gee thanked the members of the public from Big White for attending the meeting and she adjourned the meeting at 8:30 pm.

Instructions: Enter required information directly into the form. Save and email completed form to: phoenixfoundationbdry@gmail.com. **OR** Print and mail to foundation address below.



PO Box 1012
Grand Forks BC V0H 1H0
phoenixfoundationbdry@gmail.com
www.phoenix-foundation.ca

LETTER OF INTENT

Legal Name of Organization Applying: Grand Forks Border Bruin Association	Amount requested from Phoenix Foundation: \$5000
Contact Name: Darryl Funk	Position: Vice President
Mailing Address: 5784 Nursery Rd. Grand Forks BC V0H1H9	Phone Numbers: 250.442.0175 250.584.4792
Email: darryl.funk@yahoo.ca	Website: borderbruins.ca
Organization's CRA Registered Charity # (ends with FF0001). OR Host Agency CRA Registered Charity # (ends with FF0001)* Attach agreement letter OR Check the box if you have a <i>pending</i> request with a Host Agency, and include their CRA Registered Charity # (ends with FF0001):	Your Organization's BC Society Reg. #: S0014885 Your Confirmed Host Agency's CRA Registered charity #: Yes, our request for a host agency is pending. <input type="checkbox"/>

Please answer the following questions. Limit answers to a maximum of three pages.

1. State the issues or community priorities that the proposed project will address.

The Grand Forks Border Bruins are a Junior Hockey Club that has been a member of the Kootenay International Junior Hockey League (KIJHL) for 50 years this upcoming season. The team exists to provide entertainment to the residents of the Kootenay Boundary, and as a by-product, create a sense of identity, a point of pride, a way to unite the community and create feelings of engagement and participation in the local happenings.

The team is operated by a not-for-profit Association utilizing contributions from many volunteers, as it has since the team's inception in 1969. We averaged close to 300 fans per home game this past season and are working to build on that number for next.

The project funding will allow us to update the dressing room to address concerns with space, storage, hygiene and outdated or inadequate mechanical systems. Our thinking is that if we can provide a more comfortable, modern dressing room we can use it as a recruiting tool to attract quality players to our team. More quality players means a more competitive team that the town and area can get behind, and with that, the community is drawn together by a common interest.

2. Provide a concise description of the project and/or activities to be undertaken.

Grand Forks Border Bruin dressing room renovation will include re-arranging walls to improve function, relocating plumbing fixtures, improving HVAC systems, electrical upgrades, storage improvements as well as new flooring and paint.

Much of the work will be done by volunteers, where allowable and available, to help keep costs low and timelines on schedule.

3. Provide a brief budget of the proposed project including additional funding sources (if applicable).

Renovation Budget

HVAC	\$2000
Plumbing	\$2000
Electrical	\$1000
Flooring	\$2000
Storage benches	\$2000
Paint and Misc	\$500
Permits	\$500
	<hr/>
	\$10000

We are applying for a \$5000 Grant-in-Aid from Regional District of Kootenay Boundary as well as this application.

Signature

March 31, 2019

Date

2

**STAFF REPORT**

Meeting Date: April 10, 2019

Date:	April 2, 2019	File:	
To:	Chair Russell and members of the RDKB Board of Directors		
From:	Tom Sprado, Manager of Facilities and Recreation – Grand Forks and District Recreation		
RE:	GRAND FORKS CURLING RINK CHILLER REPLACEMENT – BUDGET AMENDMENT		

Issue Introduction:

An amendment to the 2019 – Five Year Budget is required, to provide required funding to replace the curling club chiller.

Background:

The Grand Forks & District Curling Rink ice plant chiller needs to be replaced. On March 7, 2019 the chiller failed leaking Freon in to the brine tank. Our refrigeration contractor arrived on site March 8, 2019 and subsequently determined that chiller needs to be replaced. This decision has been ratified by Technical Safety BC, who provide safety recommendations and safety reviews of ice plant operations. For more information please see attached inspection report, by Complete Climate Control, dated March 8, 2019.

Implications:

The curling club is an active group in the community with over 150 registered members. With the failure in ice plant, the final 2 weeks of the season were lost. At this time, staff are targeting the replacement of the chiller and commissioning of the ice plant to ensure that ice can be made for September 2019 and the start of the 2019 curling season. Staff consider that it is essential to replace the chiller and ensure the continued operation of the curling club for the 2019 fall season.

Schedule

Time is of the essence is procuring a new chiller. Staff have immediately started the process of requesting quotes from qualified contractors to remove, supply and install a new chiller, within our time lines. At this time we have received only one quote with other declining to quote as they have a full work book and cannot commit to the contract works this summer.

The advised schedule and lead time to purchase a new chiller is 90 days. At this time we anticipate that an order for the chiller must be placed by May 1st, 2019 to ensure adequate lead time for the installation and commissioning before September 2019.

Financial

The estimate for removal of the existing chiller and the supply and installation of a new chiller is estimated at \$30,000, with an additional \$5,000 for a Freon Detection System (supply & install).

At this time staff anticipate an additional \$35,000 is required in the 2019 budget.

Currently the Curling Club service reserve's budget is \$154.16

The suggested amendment to the budget is presented below, with the intent to utilize short term borrowing to service the debt. The service has the financial capacity to service the debt repayments starting in 2020.

Service 031 – credit miscellaneous 2019 income (\$35,000)
 Service 031 – debit capital/amortization 2019 (\$35,000) for the new chiller replacement
 Service 031 – debit principle and debt interest as noted below:

Principle Amount	\$35,000.00
Interest Rate (current 2.47% + 0.50%)	2.97%

	Opening	Proceeds	Payment	Closing	Round up Interest
Year 1 - 2019	-	35,000		35,000	520.00
Year 2 - 2020	35,000		7,000	28,000	971.00
Year 3 - 2021	28,000		7,000	21,000	763.00
Year 4 - 2022	21,000		7,000	14,000	555.00
Year 5 - 2023	14,000		7,000	7,000	347.00
Year 6 - 2024	7,000		7,000	-	139.00

*Assuming advance received midpoint year and first payment not made until following year.
 (Please see attached 5-Year-031 Amended Budget Report with Chiller Replacement noted in RED.)

Recommendation:

That the Regional District of Kootenay Boundary Board of Directors approve financing, for the replacement of the Curling Club chiller, as per the report dated April 2, 2019, over a five year term through MFA Liability Under Agreement to a maximum of \$35,000 and that the Five Year Plan will be amended.

Respectfully submitted:





COMPLETE CLIMATE CONTROL INC.

Industrial & Commercial • Refrigeration • Gas Detection • H.V.A.C.

Arena Inspection:

Date: March 8, 2019 PO: 19047

Customer: Grand Forks Curling Club

Address: 7230 21 St, Grand Forks, BC V0H 1H0

Inspection info:

- Complaint:
 - The brine level in expansion tank kept rising. But all temps and pressures were still good.
- Trouble shooting:
 - Arrived on site. Tested brine tank with electronic leak detector. Leak detector indicated presence of refrigerant.
 - To further confirm that the chiller is leaking. We turned off refrigeration system and isolated chiller. The brine pressure in the chiller started at 8 psi after 15 mins the pressure in the brine side of the chiller went up top 12. This confirmed that the chiller was compromised.
- Action taken:
 - Talked the Tom Sprado and Bruce (the ice maker) about the findings.
 - We then decided to pump down the system and isolate and store the refrigerant in the receiver and condenser. Locked out the disconnects for the compressor and brine pump. Isolated the brine circuits for the chiller. Opened the purge valve on the isolated section with the chiller. To prevent pressure building up for any reason.

For more information and questions, please call or email me at the numbers below.

Jamie Nicol
 General Manger/President
 Complete Climate Control Inc.
Sales@completeclimatecontrol.ca
 PH: 1-866-766-0186

REGIONAL DISTRICT OF KOOTENAY BOUNDARY
FIVE YEAR FINANCIAL PLAN

EXHIBIT NO.031

GRAND FORKS CURLING RINK



PARTICIPANTS: Grand Forks, Electoral Areas 'C' & 'D'

PAGE	2017 ACTUAL	2018 BUDGET	2018 ACTUAL	(OVER) UNDER	2019 BUDGET	Increase(Decrease) between 2018 BUDGET and 2019 BUDGET \$	%	2020 BUDGET	2021 BUDGET	2022 BUDGET	2023 BUDGET
REVENUE											
2	43,750	43,750	43,750	0	43,750	0	0.00	43,750	43,750	54,688	54,688
11 210 100	116	100	216	(116)	137	37	37.00	100	100	100	100
3	0	0	8,900	(8,900)	35,000	35,000	0.00	0	0	0	0
11 580 159	2,500	2,500	2,500	0	2,500	0	0.00	2,500	2,500	2,500	2,500
11 590 180	24,000	0	0	0	0	0	0.00	0	0	0	0
11 920 002	3,288	6,101	6,101	0	12,700	6,599	108.16	0	0	0	0
11 921 205	3,372	7,829	7,828	1	0	(7,829)	(100.00)	0	0	0	0
11 911 100	77,026	60,280	69,296	-9,015	94,087	33,807	56.08	46,350	46,350	57,288	57,288
Total Revenue											
EXPENDITURE											
9	0	0	0	0	0	0	0.00	0	0	0	0
12 719 111	2,235	2,263	2,263	0	2,291	28	1.24	2,337	2,384	2,431	2,480
12 719 230	6,015	5,939	5,939	0	6,664	725	12.21	6,664	6,664	6,664	6,664
12 719 237	14,287	11,480	26,223	(14,743)	8,082	(3,398)	(29.60)	11,980	9,980	13,980	13,980
12 719 252	20,749	0	22,100	(22,100)	35,000	35,000	0.00	0	0	0	0
12 719 610	3,485	0	0	0	0	0	0.00	2,152	14,616	20,883	25,105
12 719 741	988	1,339	1,444	(105)	921	(418)	(31.22)	1,388	906	1,529	2,059
12 719 811	0	0	0	0	0	0	0.00	0	0	0	0
12 719 820	0	0	0	0	0	0	0.00	0	0	0	0
12 719 830	21,428	26,228	26,228	0	26,228	0	0.00	21,800	11,800	11,800	7,000
12 719 850	0	13,031	0	0	14,901	14,901	0.00	29	0	0	0
12 719 990	0	0	0	0	0	(13,031)	(100.00)	0	0	0	(0)
12 719 999	69,197	60,280	84,197	-23,916	94,087	33,807	56.08	46,350	46,350	57,288	57,288
Total Expenditure											
Surplus(Deficit)	7,829		(14,901)								

02/04/2019

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REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Five Year Financial Plan

Property Tax Requisition

2018		Budget	Budget	Budget	Budget	Budget	Budget	Budget
Actual	Description	Amount	Amount	Amount	Amount	Amount	Amount	Amount
15,115	11 830 200 031 Grand Forks	15,121	15,121	15,121	15,901	18,901	18,901	18,901
16,987	11 830 903 031 EA 'C' / Christina Lake	17,019	17,019	17,019	21,274	21,274	21,274	21,274
11,648	11 830 904 031 EA 'D' / Rural Grand Forks	11,610	11,610	11,610	14,512	14,512	14,512	14,512
43,750		43,750	43,750	43,750	54,688	54,688	54,688	54,688
	This Year Requisition	43,750	43,750	43,750	54,688	54,688	54,688	54,688
Converted Assessed Values:								
73,050,176	City of Grand Forks							
82,222,326	Electorat Area 'C' / Christina Lake							
56,089,232	Electorat Area 'D' / Rural Grand Forks							
211,361,734	Total							
	Total Requisition	43,750	43,750	43,750	54,688	54,688	54,688	54,688

Notes:

Notes:

Limit:	Annual cost not to exceed \$43,750
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Bylaw #1614

Converted Assessed Values:

61,587,364	City of Grand Forks	73,050,176
71,760,637	Electoral Area 'C' / Christina Lake	82,222,326
48,762,891	Electoral Area 'D' / Rural Grand Forks	56,089,232
182,110,892	Total	#####

02/04/2019

Grand Forks Curling Rink

Page 2

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Five Year Financial Plan

[illegible]

Notes:

Previous Year Budget	100
Actual to December 31, 2018	216

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Five Year Financial Plan

[illegible]

Notes:

Notes:	Previous Year Budget	-
	Actual to December 31, 2018	8,900

Item #2	Govt Infrastructure grant - contingent
---------	--

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Five Year Financial Plan

[illegible]

Notes:

Notes:	Previous Year Budget	2,500
	Actual to December 31, 2018	2,500
	New 5 Year contract presented to Curling Club July, 2012	
	Payable November 1st each year	

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Five Year Financial Plan

[illegible]

Notes:

Notes:	Previous Year Budget	-
	Actual to December 31, 2018	-

Transfer From Reserve

Notes:	Previous Year Budget	6,101
	Actual to December 31, 2018	6,101
	Priority of Projects to be determined	
	Funding will be received from Grants for approved projects or from approved borrowing	
Item #3	Commercial Kitchen MUA Unit Project Total \$40,000. See Gen Capital Fund for \$24,000	

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Five Year Financial Plan

[illegible]

Notes:

Previous Year Budget	7,829
Actual to December 31, 2018	7,828

Grand Falls Curling Club

02/04/2019

Grand Forks Curling Rink

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REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Five Year Financial Plan

[illegible]

Notes:

Notes:	Previous Year Budget	-
	Actual to December 31, 2018	-

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Five Year Financial Plan

Name Account	Board Fee 12 719 230 031		Prior Year	2018 Budget		2019 Budget		2020 Budget		2021 Budget		2022 Budget		2023 Budget	
Item No	Description		Amount	Amount	2.0%	Amount	Amount	2.0%	Amount	Amount	2.0%	Amount	Amount	2.0%	Amount
1	Board Fee (2% increase for C.P.I.)		1,406	1,434	2.0%	1,463	1,463	2.0%	1,492	1,522	2.0%	1,552	1,552	2.0%	1,582
2	Carbon Offset & Climate Change Initiatives		857	857	2.0%	874	874	2.0%	892	909	2.0%	928	928	2.0%	945
	Current Year Budget		2,263	2,291		2,337	2,337		2,384	2,431		2,480	2,480		2,527

Notes:

Previous Year Budget	2,263
Actual to December 31, 2018	2,263

02/04/2019

Grand Forks Curling Rink

Page 10

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Five Year Financial Plan

[illegible]

Notes:

Previous Year Budget	5,939
Actual to December 31, 2018	5,939

Name Building Maintenance

Notes:	Previous Year Budget	11,480
--------	----------------------	--------

Item #2	To Balance 2019 Budget
---------	------------------------

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Five Year Financial Plan

[illegible]

Notes:

Notes:	Actual to December 31, 2018	Previous Year Budget -
Item #1 - 14	Listed by priority by CC Executive 2016	
Item#1	Transfer \$16,000 from Reserve and 24000 from Grant - Grant Dependent.	22,100
Item #8	Apply for Accessibility Grant for Washroom	
Item #14	Temporary Fix on CC Roof (2017-2020)(\$10,000)	

02/04/2019

Grand Forks Curling Rink

Page 13

Name	Contribution to Reserve
Account	12 719 741 031

Notes:	Previous Year Budget	
	Actual to December 31, 2018	-
		\$ 12,854.16
		Balance in Reserve December 31, 2018
		Account Number 34 700 031

	Actual to December 31, 2018
	-

Grand Forks Curling Rink

Page 15

Previous Year Budget	1,339
----------------------	-------

Previous Year Budget	1,339
----------------------	-------

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Five Year Financial Plan

[illegible]

Notes:

Previous Year Budget

Actual to December 31, 2018

Item #1

Name	Debt - Principal
Account	12 719 830 031

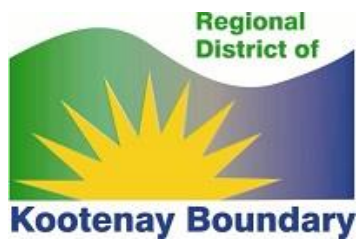
Notes:	Previous Year Budget	26,228
	Actual to December 31, 2018	26,228
Item #1	MFA LUA - Siding Project 2014 @ 1.78% (\$57,141.00) - Last Payment 2019	
Item #2	MFA LUA - Dehumidifier 2015 @ 2% (\$50,000)	
	(Borrowing Not Expected until Late 2015, First Payment 2016)	
Item #5	MFA LUA Chiller Replacement 2020-2024	

Name	Contingencies
Account	12 719 999 031

Notes:	Previous Year Budget	13,031
--------	----------------------	--------

Actual to December 31, 2018

Actual to December 31, 2018



STAFF REPORT

Date: 10 Apr 2019 **File**
To: **Chair Russell and members of the RDKB Board of Directors**
From: Goran Denkovski, Manager of Infrastructure and Sustainability
Re: Saddle Lake Dam Spillway Statutory Right of Way

Issue Introduction

A Staff Report from Goran Denkovski, Manager of Infrastructure and Sustainability regarding a statutory right of way (SRW) for the construction of the spillway at Saddle Lake Dam.

History/Background Factors

The RDKB received a grant from the Strategic Priorities Fund to construct a spillway at Saddle Lake Dam. The spillway is a regulatory requirement that increases safety to the public. The SRW is required as a small part of the spillway is planned to be constructed on the neighboring property.

Implications

The Rural Grand Forks Parks and Recreation Service 045 would cover the SRW cost of \$1,500 as a term of the agreement and the cost of the parcel owners legal fees, approximately \$2,000.

Advancement of Strategic Planning Goals

N/A

Background Information Provided

1. Map of location of SRW
2. SRW Agreement Saddle Lake Dam

Alternatives

1. That the RDKB Board of Directors direct Staff to sign the Statutory Right of Way Agreement for the Saddle Lake Dam Spillway Project. **Further**, that the

Board direct staff to pay the \$1,500 as agreed to in the terms of the SRW to the parcel owner.

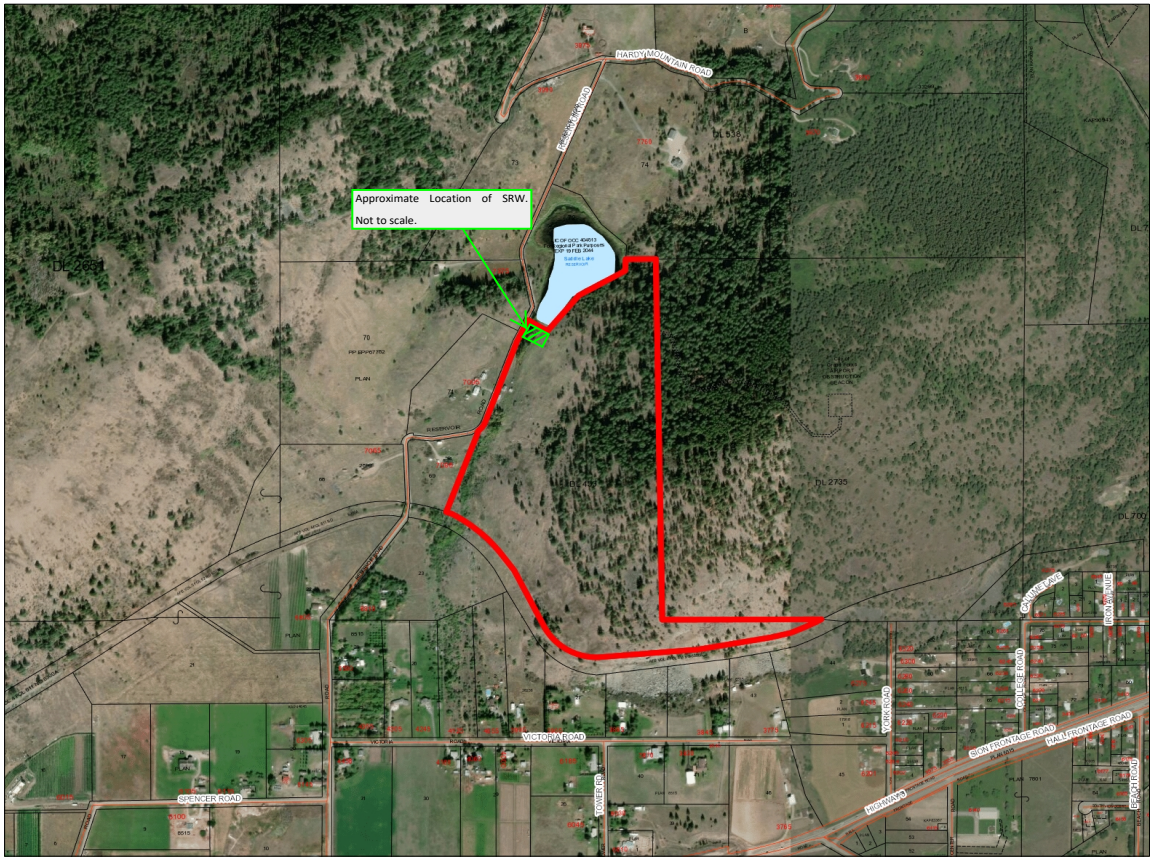
2. Not receive the report.

Recommendation(s)

That the RDKB Board of Directors direct Staff to sign the Statutory Right of Way Agreement for the Saddle Lake Dam Spillway Project. **Further**, that the Board direct staff to pay the \$1,500 as agreed to in the terms of the SRW to the parcel owner.

Parcel Report

Wednesday, January 30, 2019



Scale 1: 9,028

Legal Information

Plan:	Section:	Jurs: 712	Lot Area: 70.0
Block:	Township:	Roll: 3772000	Area Unit: acr
Lot:	Land District: 54	PID: 014777622	Width (ft):
District Lot: 453	Electoral Area: Electoral Area D		Depth (ft):
Street: RESERVOIR RD			
Description:	District Lot 453, Similkameen Div of Yale Land District, Except Plan 2898 2899 7801 8515, EX PL ATTACHED TO AFB VOL 4 FOL 811 NO 6300A & EX PT LYING NW OF PL ATTACHED TO AFB VOL 4 FOL 811 NO 6300A		

This report and map is for general information only. The RDKB does not guarantee its accuracy or correctness. All information should be verified.

FORM_C_V24 (Charge)

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 13 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Emily McClendon

Civic Legal, LLP

710 - 900 West Hastings Street

Vancouver

BC V6C 1E5

Tel: 604.358.7014

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

MCINTOSH PROPERTIES LTD. (INC.NO. 0846631)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY

202 - 843 ROSSLAND AVE.

TRAIL

V1R 4S8

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Andrea East

Barrister & Solicitor

301 - 1665 Ellis Street

Kelowna, BC V1Y 2B3

250-762-2108

Execution Date

Y	M	D
19	03	20

Transferor(s) Signature(s)

McIntosh Properties Ltd. by its
authorized signatory(ies):

Name: Randy Lowe

Title: Director

Name: Stephen Bennett

Title: Director

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 13 PAGES

Officer Signature(s)

Ruiang Hou

Commissioner for Taking Affidavits in British Columbia

885 West Georgia Street
Vancouver BC V6C 3G1

Execution Date

Y	M	D
19	03	27

Transferor / Borrower / Party Signature(s)

Hongkong Bank of Canada, by its
authorized signatory(ies)
(as to priority only)

Name: Daniel Jay
Title: Senior Account Manager,
Commercial Real Estate

Name: Dale Telfer
Title: Commercial Real Estate

REGIONAL DISTRICT OF KOOTENAY
BOUNDARY by its authorized signatory
(ies):

Name: _____
Title: _____

Name: _____
Title: _____

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 13 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

014-777-622

STC?

YES ☐

**DISTRICT LOT 453 SIMILKAMEEN DIVISION YALE DISTRICT EXCEPT:
(1) PART LYING NORTH WEST OF THE NORTH WEST BOUNDARY OF THE
VANCOUVER,
VICTORIA AND EASTERN RAILWAY AND NAVIGATION COMPANY SHOWN
ON PLAN
ATTACHED TO AFB VOL 4 FOL 811 NO. 6300A
(2) PLAN ATTACHED TO AFB VOL 4 FOL 811 NO. 6300A
(3) PLANS 2898, 2899, 7801 AND 8515**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC?

YES ☐

FORM_E_V24		
LAND TITLE ACT FORM E		
SCHEDULE		
PAGE 4 OF 13 PAGES		
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		over part in Plan EPP87931
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Statutory Right of Way with a registration number one less than this priority agreement priority over Mortgage KJ31132
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

Page 1

**STATUTORY
RIGHT OF WAY**

BETWEEN:

MCINTOSH PROPERTIES LTD., INC.NO. 0846631
201 - 1980 Cooper Road
Kelowna, BC V1Y 8K5
(the "Grantor")

AND:

REGIONAL DISTRICT OF KOOTENAY BOUNDARY
202 - 843 Rossland Avenue
Trail, BC V1R 4S8

(the "Grantee")

WHEREAS:

- A. The Grantor is the legal and beneficial owner of the lands (the "Lands") described as
PID: 014- 777-622, District Lot 453 Similkameen Division Yale District except:
1. part lying north west of the north west boundary of the Vancouver,
Victoria and Eastern Railway and Navigation Company shown on
plan attached to afb vol 4 fol 811 no. 6300a
 2. plan attached to afb vol 4 fol 811 no. 6300a
 3. plans 2898, 2899, 7801 and 8515; and
- B. The Grantor has agreed to grant to the Grantee a statutory right of way to facilitate
the construction, installation, improvement, extension, removal, alteration, repair,
maintenance, operation and replacement of a dam spillway within the Right of Way
Area (hereinafter defined), and all works and things ancillary and incidental thereto
(collectively, the "Works").

NOW THEREFORE in consideration of \$1,500.00 now paid by the Grantee to the
Grantor, and other good and valuable consideration (the receipt and sufficiency of
which the Grantor hereby acknowledges) and of the mutual covenants and agreements
herein set forth, the Grantor and the Grantee covenant and agree as follows:

Page 2

1. Statutory Right of Way

The Grantor hereby grants, conveys and confirms to the Grantee, in perpetuity, the full, free and uninterrupted right, liberty, easement and statutory right of way, for the Grantee and its licensees, employees, agents, officials, contractors and workers at all times hereafter, by day and by night at their will and pleasure, to enter, go, be on, pass and repass, with or without vehicles, personal property or equipment, upon, over and across all that portion of the Lands (the "**Right of Way Area**") outlined in heavy black line on Statutory Right of Way Plan EPP87931 prepared by Vince Boothe, B.C.L.S. and dated November 1, 2018, a reduced copy of which is attached hereto as Schedule "A" to:

- (a) construct and install the Works upon the Right of Way Area and to remove, repair, operate, maintain, improve, extend, alter or replace the Works from time to time in the Grantee's sole discretion;
- (b) make surveys and tests;
- (c) establish grades and levels;
- (d) excavate or otherwise alter the contours of the Right of Way Area and to backfill trenches;
- (e) store all personal property (including equipment) necessary to install, remove, repair, maintain or replace the Works, provided that the Grantee shall consult the Grantor as to the duration and location of such storage, which is to be limited to the time and place necessary to complete the work for which it is intended;
- (f) remove from the Right of Way Area such structures, improvements, fixtures, fences, gates, trees, shrubs, plants and other obstructions whatsoever, as, in the Grantee's opinion, is necessary in order to construct, install, remove, repair, operate, maintain or replace the Works, subject to section 3 hereunder; and
- (g) do all other things on the Right of Way Area as may be reasonably required in connection with the foregoing.

2. Licence

The Grantor hereby grants to the Grantee an irrevocable licence coupled with the grant of statutory right of way herein, to enter onto and cross over that portion of the Lands running parallel to the length of, and being adjacent to, the Right of Way Area (the "**Licence Area**") as may be reasonably necessary for the purposes of gaining access to and egress from the Right of Way Area and to make reasonable ancillary use of the Licence Area for carrying out the Works. The Grantee

Page 3

shall exercise reasonable care to minimize any damage to the Licence Area or improvements thereon outside of the Right of Way Area and if such damage is caused, shall remedy it promptly at its cost.

3. Additional Rights of the Grantee

In the exercise of its powers hereunder, the Grantee may remove anything placed on the Right of Way Area by the Grantor but, except for the Works, shall, so far as possible and subject to sections 1, 2 and 3 hereof, restore the Right of Way Area to substantially its original condition, so far as is reasonably practicable, promptly after completing the Works.

4. Grantee's Covenant

The Grantee shall construct all Works and do all other things authorized by this Agreement over, through, under and upon the Right of Way Area and the Licence Area in a good and workmanlike manner so as to cause no unnecessary damage or disturbance to the Right of Way Area or the Licence Area or to any improvement thereon. The Grantee shall maintain the Works clean and in good repair, as determined by the provincial standards applicable to the Works.

5. Grantor's Covenant

The Grantor will not at any time construct, build, install, plant or otherwise obstruct or suffer the construction, building, installation, planting or other obstruction or putting in place otherwise of any buildings or other structures or improvements on, over or under the Right of Way Area.

Notwithstanding the foregoing, but subject always to section 1(f), the Grantor may construct a fence across the Right of Way Area where that Right of Way Area is along any two boundaries of the Right of Way Area, and the Grantee may, at its expense, install a gate for its purposes. The Grantee is liable to the Grantor for any damage to that fence caused by any person for whom the Grantee is responsible at law and the Grantee shall promptly repair any damage to that fence to restore the fence as near as reasonably practical to the same condition as before that damage.

6. No Interference

The Grantee shall and may peaceably hold and enjoy the rights, liberties, right of way and covenants hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor.

7. Ownership of the Works

The Works installed by the Grantee in, upon or under the Right of Way Area will be transferred upon completion and become the property of the Grantee, notwithstanding that the same may be pre-existing the date of this Agreement. Notwithstanding the foregoing, the Works may at any time prior to the execution of this Agreement be removed in whole or in part by the Grantee in its

Page 4

discretion. If the Works are not removed by the Grantee prior to any termination of this Agreement, the Works shall become part of the freehold.

8. Reservation

Nothing in this Agreement restricts the Grantor from using the Right of Way Area in any manner which does not interfere with or endanger the construction, installation, operation, maintenance, repair, removal, replacement, security or unobstructed access to the Works.

9. No Public Law Duty

Wherever this Agreement creates a power or obligation of the Grantee to make a decision or to exercise any contractual right or remedy, the Grantee may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principle of procedural fairness or the rules of natural justice, shall have any application.

10. Grantee's Opinion

Any opinion that the Grantee is entitled by virtue of this Agreement to form may be formed on behalf of the Grantee by the Grantee's Director of Engineering Services, or his or her designate, in which event the opinion of that person shall be deemed to be the opinion of the Grantee for the purpose of this Agreement.

11. No Derogation

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the Grantee under any statute, bylaw, or other enactment;
- (b) affect or limit any statute, bylaw or other enactment applying to the Lands; or
- (c) relieve the Grantor from complying with any statute, bylaw or other enactment.

12. Expropriation

Notwithstanding anything herein contained the Grantee reserves all rights and powers of expropriation otherwise enjoyed by the Grantee.

13. Amendment and Waiver

Except as expressly provided in this Agreement, no amendment or waiver of it will be binding unless made in writing by the party to be bound by such amendment or waiver. Any amendments to this

Page 5

Agreement will, upon execution, be deposited in the Land Title Office for registration. No waiver of any provision, or any portion of any provision, of this Agreement will constitute a waiver of any other part of the provision or any other provision of this Agreement or a continuing waiver unless otherwise expressly provided.

14. Notice

Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have occurred when:

- (a) sent by facsimile transmission or when personally delivered, on the date of the service if delivered prior to 4:00 p.m., or on the next business day if delivered after 4:00 p.m.; or
- (b) mailed by prepaid registered mail, on the date received or the sixth day after receipt of mailing by any Canada Post Office, whichever is earlier, provided the notice is sent, delivered or mailed to the party at the address first written on Part 1 of the *Land Title Act* Form C General Instrument to which this Agreement is attached or such other addresses as the parties may from time to time agree to in writing.

15. Interpretation

In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) time is of the essence; and
- (e) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

16. Parties

Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.

Page 6

17. Priority

The Grantee may, at its expense, register this Agreement in the Land Title Office against title to the Lands and obtain priority over any financial charges, liens and encumbrances registered, or pending registration in the Land Title Office at the time of application for registration of this Agreement. The Grantor will act reasonably to assist the Grantee under this section 17.

18. Interest in Land and Enurement

This Agreement burdens and runs with, and binds the successors in title to, the Lands, pursuant to Section 218 of the *Land Title Act*, and each and every part into which the Lands may be subdivided or consolidated by any means. This Agreement enures to the benefit of and is binding on the parties and their respective heirs, executors, successors and assignees, as the case may be.

19. Severability

If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

20. Assignment

This Agreement may be assigned by the Grantee without the consent of the Grantor.

21. No Liability After Transfer

Notwithstanding anything contained herein, neither the Grantor named herein nor any future owner of the Lands or any portion thereof shall be liable under any of the grants, covenants or agreements contained herein where such liability arises by reason of an act or omission occurring after the Grantor named herein or any future owner ceases to have an interest in the Lands.

22. Governing Law

This Agreement shall be governed and construed according to the laws of the Province of British Columbia.

23. Entire Agreement

This Agreement is the entire agreement between the parties and neither the Grantee nor the Grantor has given or made any representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in writing in this Agreement.

Page 7

24. Independent Legal Advice

The Grantor acknowledges and agrees that it has obtained, or has had the opportunity to obtain, independent legal advice with respect to the contents and consequences of this Agreement and that it has been advised of and understands the effects and liabilities and obligations contained in this Agreement.

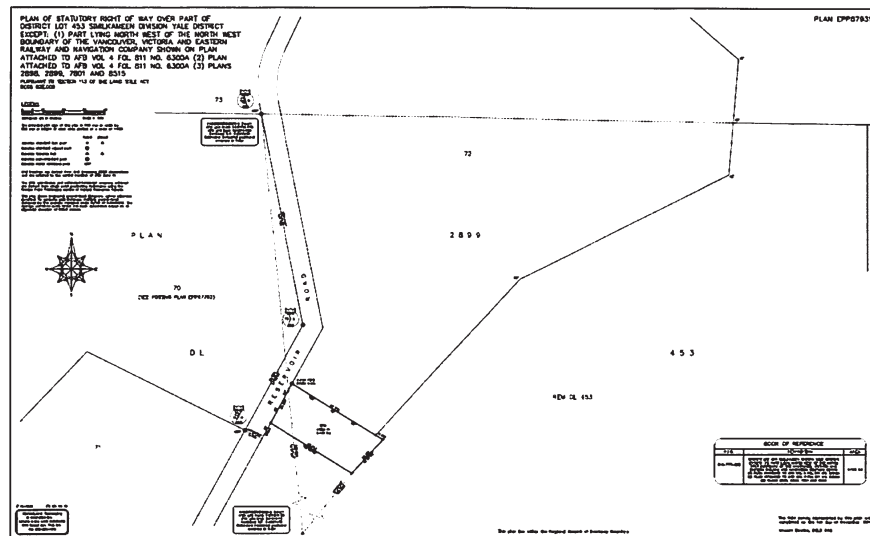
25. Schedules

Schedule "A", being a reduced copy of the plan delineating the Right of Way Area, forms an integral part of this Agreement.

26. Execution

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

**SRW PLAN
EPP87931**



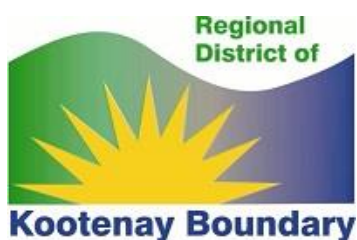
Page 9

PRIORITY AGREEMENT

HSBC BANK CANADA (FI 016) (formerly Hongkong Bank of Canada) (the "**Chargeholder**") is the holder of a Mortgage encumbering the Lands which Mortgage was registered in the Land Title Office under number KJ31132 (the "**Bank Charge**").

The Chargeholder, being the holder of the Bank Charge, by signing the Form C General Instrument attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of this Statutory Right of Way and hereby covenants that this Statutory Right of Way shall rank in priority upon the Lands over the Bank Charge as if the Statutory Right of Way had been registered prior to the Bank Charge and prior to the advance of any monies pursuant to the Bank Charge. The grant of priority is irrevocable, unqualified and without reservation or limitation.

**END OF
DOCUMENT**



STAFF REPORT

Date: 10 April 2019
To: **Chair Russell and Board of Directors**
From: Janine Dougall, General Manager of Environmental Services
Re: RDCK's Organics Waste Diversion Strategy and Partnership Opportunity

File ES - Solid Waste

Issue Introduction

A Staff Report from Janine Dougall, General Manager of Environmental Services which provides information received from the Regional District of Central Kootenay regarding their Organics Waste Diversion Strategy.

History/Background Factors

Regional District of Kootenay Boundary Environmental Services Staff have been in discussions with the Regional District of Central Kootenay over the past number of months regarding potential partnerships in the development organics processing technologies. Discussions to date have included sharing information on organic waste generation data as well as grant funding opportunities such as the Organics Infrastructure Program.

Janine Dougall, General Manager of Environmental Services and Gabe Wiebe, Engineering and Safety Coordinator attended a workshop on February 20, 2018 in Nelson where the a presentation was provided on the RDCK Organics Waste Diversion Program.

A letter has been received from the RDCK outlining their Organics Waste Diversion Strategy including the intention to submit an application to the Organics Infrastructure Program for funding to construct an organics processing facility at the Central Landfill facility. The letter also outlines a request that should the RDKB wish to partner with the RDCK that a decision be made by April 30, 2019 to allow for expected feedstock volumes to be determined and detailed cost estimates completed. A letter of support identifying an Agreement in Principle to begin

curbside organics collection by the end of 2022 will also be required and must be received by May 10, 2019.

Implications

The RDKB has submitted an Expression of Interest to the Organics Infrastructure Program for funding associated with construction of organics processing infrastructure. Although efforts have been made to identify a location for development of organics processing infrastructure to serve the communities and rural areas in the McKelvey Creek Wasteshed, the partnership opportunity provided by the RDCK is considered, at this time, as the most viable approach. This is primarily due to the fact that the RDCK already is quite advanced in their planning process and has a site that has been deemed suitable for development of the organics processing infrastructure.

As such, staff are recommending that the RDKB partner with the RDCK in that the RDKB will supply and/or direct collected organic food waste from the McKelvey Creek Wasteshed to the Central Landfill facility once the organics processing infrastructure is constructed and operational and by no later than the end of 2022.

It should be noted that for the above to happen, municipal RDKB members in the McKelvey Creek Wasteshed (Rossland, Warfield, Trail, Montrose and Fruitvale) must be prepared and willing to begin curbside organics collection programs by the end of 2022.

Advancement of Strategic Planning Goals

The RDKB will continue to advance the strategic goal of region-wide organics diversion.

Background Information Provided

Letter From Uli Wolf, General Manager of Environmental Services Re: RDCK's Organics Waste Diversion Strategy

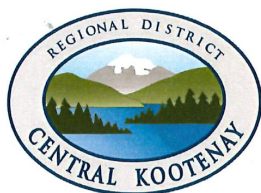
Alternatives

1. That the Regional District of Kootenay Boundary Board of Directors approve, In Principle, the partnership with the Regional District of Central Kootenay in that the RDKB will supply and/or direct collected organic food waste from the McKelvey Creek Wasteshed to the Central Landfill facility once the organics processing infrastructure is constructed and operational and by no later than the end of 2022.
2. That the Board of Directors invite RDCK representatives to attend an upcoming Board meeting to provide further information and answer questions regarding the proposed organics management partnership.

3. That the Board of Directors receive the report from Janine Dougall, General Manager of Environmental Services titled "RDCK's Organics Waste Diversion Strategy and Partnership Opportunity" and dated April 10, 2019.
4. That the Board of Directors not receive the report.

Recommendation(s)

That the Regional District of Kootenay Boundary Board of Directors approve, In Principle, the partnership with the Regional District of Central Kootenay in that the RDKB will supply and/or direct collected organic food waste from the McKelvey Creek Wasteshed to the Central Landfill facility once the organics processing infrastructure is constructed and operational and by no later than the end of 2022.



Regional District of Central Kootenay

Box 590, 202 Lakeside Drive, Nelson, BC V1L 5R4
Telephone: (250) 352-6665
BC Toll Free: 1-800-268-7325

Web: www.rdck.ca
Email: info@rdck.bc.ca
Fax: (250) 352-9300

File No. 12-6210-20

April 1, 2019

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

Dear Chair Russell:

RE: RDCK'S ORGANICS WASTE DIVERSION STRATEGY

As part of the update to our Resource Recovery Plan, the RDCK has developed a draft Organics Waste Diversion Strategy that calls for the construction of regional-scale compost facilities at the Creston Landfill and closed Central Landfill. Feedstocks for these facilities would be organic waste collected curbside in the municipalities of Creston, Nelson and Castlegar, and from the agricultural and industrial/commercial/institutional (ICI) sectors. The Regional District of Kootenay Boundary is invited to also add organic waste collected from its nearby member municipalities and participating businesses to the feedstock at the Central Landfill facility.

The Organics Infrastructure Program is a Federal/Provincial/Local Government grant opportunity the RDCK is pursuing to fund up to 2/3rd of the compost facilities construction costs. The OIP grant funds must be spent by 2022, therefore the intent would be to have operational compost facilities by the end of 2022 or sooner.

As described in previous communications, including the Composting Workshop hosted by the RDCK on February 20th, municipalities would be responsible for curbside collection of organics and the RDCK would be responsible for the composting process. Tipping fees are intended to fully fund operational, annualized capital, and asset management costs. Organic waste delivered to the Central Facility is estimated at \$65-\$75/tonne for composting only; and \$100-\$115/tonne if delivered to the Ootischenia Landfill (composting and transfer). Lower tip fee estimates are predicated on greater feedstock volumes through both Castlegar and Nelson initiating curbside collection; the enclosed spreadsheet illustrates several scenarios for municipal and ICI participation with respective tip fees. Representatives from the City of Castlegar have previously expressed strong interest in initiating curbside collection. The City of Nelson has indicated interest in exploring alternative organics programs before committing to curbside collection but there is strong interest from local commercial generators to participate in regional composting and this participation would also serve to keep tipping fees low.

The Organics Infrastructure Program application deadline is mid-May. The application and detailed cost estimate must reflect the expected feedstock volumes. Therefore the RDCK is requesting a decision from potential partners by April 30, 2019. A letter of support identifying an Agreement in Principle to begin curbside organics collection by the end of 2022 can follow, but must be received by May 10, 2019. Collaborative participation between regional governments and greater area and population served by the proposed composting facility will no doubt be considered favourably when awarding grant funds.

...../2

MUNICIPALITIES: **Cities:** Castlegar, Nelson **Town:** Creston **Villages:** Kaslo, Nakusp, New Denver, Salmo, Silverton and Slocan
ELECTORAL AREAS: • A-Wynndel/East Shore Kootenay Lake • B • C • D • E • F • G • H-The Slocan Valley • I • J-Lower Arrow/Columbia • K-The Arrow Lakes

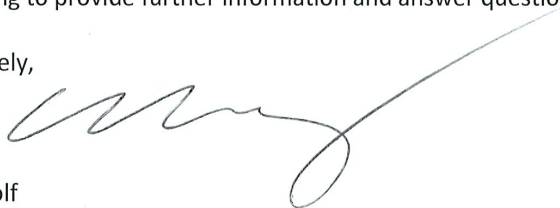


RDCK Chair Roland Russell
 RDCK's Organics Waste Diversion Strategy
 April 1, 2019
 Page 2

Diversion of organics from the landfill reduces greenhouse gas emissions, saves landfill airspace, and reduces leachate generation. The RDCK underwent extensive review of available options to realize the highest level of diversion and benefits. An efficient, scalable, and cost effective composting technology was selected to produce a high value compost product that may be used anywhere in the community and will be made available to participating partners. Curbside organics collection allows for the greatest diversion, collecting from those not willing or able to use home composters or self-haul to community composting facilities. Additionally regional-scale composting allows for a significant expansion of organic waste that cannot be composted in backyards (such as meat, bread, oils, soiled paper, etc.). Small scale programs simply cannot guarantee the same diversion and benefits that would be realized as part of a regional system.

RDCK Resource Recovery staff are available to answer any questions about the Organics Waste Diversion Strategy or the Organics Infrastructure Program. Upon request the RDCK could attend an upcoming Council meeting to provide further information and answer questions.

Sincerely,



Uli Wolf
 General Manager of Environmental Services

UW/aw/sme

cc: Amy Wilson, Resource Recovery Manager
 Travis Barrington, Resource Recovery Technician

Encl: Organics Tipping Fee Estimates



	CEN w GRO/Dot	GRO	OOT	CEN w Dot/RDXB	GRO ICI only	OOT	RDXB	CEN w 3	GRO	OOT	RDXB	CEN (OOT/w GRO ICI)	GRO ICI only	OOT
Tonnage	2178	1135	1043	3062	461	1043	1558	3736	1135	1043	1558	1504	461	1043
Composting														
Compost Facility Capital	\$ 411,531.12	\$ 214,457.22	\$ 197,073.90	\$ 450,000.00	\$ 107,749.84	\$ 215,178.63	\$ 228,967.99	\$ 500,000.00	\$ 206,666.67	\$ 241,666.67	\$ 166,666.67	\$ 380,000.00	\$ 324,466.67	\$ 337,200.00
Total Annual Compost Opz Costs	\$ 157,050.15	\$ 81,320.52	\$ 75,779.63	\$ 182,883.47	\$ 27,534.06	\$ 62,295.05	\$ 91,875.94	\$ 220,653.35	\$ 65,228.10	\$ 59,940.89	\$ 89,119.33	\$ 142,569.27	\$ 46,107.95	\$ 99,277.98
Suggested Compost Tipping Fee @ Cental	\$ 72.00	-	-	\$ 65.00	-	-	-	\$ 65.00	-	-	-	\$ 95.00	-	-
Transfer														
Transfer Facility Capital	-	\$ 60,000.00	\$ 75,000.00	-	\$ 60,000.00	\$ 75,000.00	-	-	\$ 60,000.00	\$ 75,000.00	-	-	\$ 60,000.00	\$ 75,000.00
Total Annual Transfer Opz Costs	-	\$ 42,641.31	\$ 43,467.96	-	\$ 27,789.39	\$ 43,467.96	-	-	\$ 42,641.31	\$ 43,467.96	-	-	\$ 27,789.39	\$ 43,467.96
Transfer cost/tonne	-	\$ 37.57	\$ 41.68	-	\$ 60.28	\$ 41.68	-	-	\$ 37.57	\$ 41.68	-	-	\$ 60.28	\$ 41.68
Suggested Combined Tipping fee	-	\$ 110.00	\$ 115.00	-	\$ 120.00	\$ 105.00	-	-	\$ 95.00	\$ 100.00	-	-	\$ 160.00	\$ 140.00
Compost Revenue	-	\$ 124,850.00	\$ 119,945.00	-	\$ 55,320.00	\$ 109,515.00	\$ 101,270.00	-	\$ 107,825.00	\$ 104,300.00	\$ 101,270.00	-	\$ 73,760.00	\$ 146,020.00

Jennifer Kuhn

From: is@rdkb.com
Sent: March-29-19 12:07 PM
To: Theresa Lenardon; Information Services; Jennifer Kuhn
Subject: Grant-in-Aid Form submitted by Columbia Basin Environmental Education Network (CBEEN), email address - wildvoices@cbeen.org

Online Grant-in-Aid Application**Electoral Area(s) Applied to:**

Electoral Area 'A' Director Ali Grieve

Applicant Information:

Applicant: Columbia Basin Environmental Education Network (CBEEN)

Address: PO Box 46

Phone: 2504833830

Fax:

Email: wildvoices@cbeen.org

Representative: Wild Voices Program Manager

Make Cheque Payable To: CBEEN

Other Expenses:

Total Cost of Project: \$\$177,230

Amount Requested from RDKB Director(s): \$500 *Approved Director Grieve April 1, 2019*

What is the Grant-in-Aid for?

CBEEN is requesting funds to support Wild Voices environmental learning programs for the Area's K-12 students in the coming 2019-2020 school year. Funds from the RDKB will be used towards direct delivery expenses for these programs, including educator honoraria and bussing subsidy for classrooms.

Wild Voices presentations and field studies are designed by the educators who deliver them: biologists and interpreters, guides and anthropologists. Under their mentorship, students take their learning beyond the classroom walls, deepening their knowledge of the environment and apprenticing as stewards through

hands-on, contextual learning activities. Through this grant-in-aid, the RDKB will support ecological literacy for students, youth empowerment and leadership.

List of Other Organizations Applied to for Funding

Name of Organization Columbia Basin Trust

Amount Requested \$75,000

Amount Secured \$70,000

Name of Organization National Science and Engineering Research Council (NSERC) PromoScience

Amount Requested \$12,500

Amount Secured \$12,500

Name of Organization BC Hydro

Amount Requested \$10,000

Amount Secured \$10,000

Documents uploaded with Submission?

["Letter-WildVoices_RDKB-2019.pdf","Wild Voices Budget-1920_v3.pdf","Wild Voices Testimonials_2019-v9.pdf"]

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Jennifer Kuhn

From: is@rdkb.com
Sent: March-25-19 11:22 AM
To: Theresa Lenardon; Information Services; Jennifer Kuhn
Subject: Grant-in-Aid Form submitted by Montrose Recreation Commission - Village of Montrose, email address - admin@montrose.ca

Online Grant-in-Aid Application**Electoral Area(s) Applied to:**

Electoral Area 'A' Director Ali Grieve

Applicant Information:

Applicant: Montrose Recreation Commission - Village of Montrose

Address: Box 510, Montrose, BC V0G 1P0

Phone: 250-367-7234

Fax: 250-367-7288

Email: admin@montrose.ca

Representative: Mike Walsh, Montrose Recreation

Make Cheque Payable To: Village of Montrose

Other Expenses:

Total Cost of Project: \$\$7,500

Amount Requested from RDKB Director(s): \$\$600

*Approved Director Grieve
March 25, 2019*

What is the Grant-in-Aid for?

Provide pancake breakfast for everyone that hikes Antennae Trail; aid in covering the cost of live entertainment (ie. dj / or band, magician)

List of Other Organizations Applied to for Funding

Name of Organization FortisBC

Amount Requested \$1,000

Amount Secured

Name of Organization Teck

Amount Requested \$1,000

Amount Secured

Name of Organization Columbia Basin Trust

Amount Requested \$600

Amount Secured

Documents uploaded with Submission?

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Jennifer Kuhn

From: is@rdkb.com
Sent: March-29-19 12:13 PM
To: Theresa Lenardon; Information Services; Jennifer Kuhn
Subject: Grant-in-Aid Form submitted by Columbia Basin Environmental Education Network (CBEEN), email address - wildvoices@cbeen.org

Online Grant-in-Aid Application**Electoral Area(s) Applied to:**

Electoral Area 'B' / Lower Columbia- Old Glory Director Linda Worley

Applicant Information:

Applicant: Columbia Basin Environmental Education Network (CBEEN)

Address: PO Box 46, Invermere, BC V0A 1K0

Phone: 2504833830

Fax:

Email: wildvoices@cbeen.org

Representative: Wild Voices Program Manager

Make Cheque Payable To: CBEEN

Other Expenses:

Total Cost of Project: \$\$177,230

Amount Requested from RDKB Director(s): \$\$500 *Approved Director Worley April 1, 2019*

What is the Grant-in-Aid for?

CBEEN is requesting funds to support Wild Voices environmental learning programs for the Area's K-12 students in the coming 2019-2020 school year. Funds from the RDKB will be used towards direct delivery expenses for these programs, including educator honoraria and bussing subsidy for classrooms.

Wild Voices presentations and field studies are designed by the educators who deliver them: biologists and interpreters, guides and anthropologists. Under their mentorship, students take their learning beyond the classroom walls, deepening their knowledge of the environment and apprenticing as stewards through

hands-on, contextual learning activities. Through this grant-in-aid, the RDKB will support ecological literacy for students, youth empowerment and leadership.

List of Other Organizations Applied to for Funding

Name of Organization Columbia Basin Trust

Amount Requested \$75,000

Amount Secured \$70,000

Name of Organization National Science and Engineering Research Council (NSERC) Promoscience

Amount Requested \$12,500

Amount Secured \$12,500

Name of Organization BC Hydro

Amount Requested \$10,000

Amount Secured \$10,000

Documents uploaded with Submission?

["Wild Voices Budget-1920_v3-1928868686.pdf","Letter-WildVoices_RDKB-2019-1518002856.pdf","Wild Voices Testimonials_2019-v9-1688270251.pdf"]

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Jennifer Kuhn

From: is@rdkb.com
Sent: March-18-19 11:35 AM
To: Theresa Lenardon; Information Services; Jennifer Kuhn
Subject: Grant-in-Aid Form submitted by Christina Gateway Community Development Centre, email address - donna@christinagateway.ca

Online Grant-in-Aid Application**Electoral Area(s) Applied to:**

Electoral Area 'C' / Christina Lake Director Grace McGregor

Applicant Information:

Applicant: Christina Gateway Community Development Centre

Address: 1675 Highway 3

Phone: 2504476165

Fax:

Email: donna@christinagateway.ca

Representative: Donna Wilchynski

Make Cheque Payable To: Christina Gateway Community Development Association

Other Expenses:

Total Cost of Project: \$4440.64

Amount Requested from
RDKB Director(s):

\$2070.32

Approved Director Mr. McGregor
March 18, 2019

What is the Grant-in-Aid for?

A custom printed mat used by the CL Welcome Centre tenants for open mics and band equipment to protect the newly painted 3D floor at the centre. The mat is a replica of the 3D floor mural that once laid over you can still see the 3D mural! The total amount for the project includes \$300 for graphic design services

List of Other Organizations Applied to for Funding

Name of Organization Christina Gateway Community Development Association/CL Tenant Group

Amount Requested 2370.32

Amount Secured 2370.32

Name of Organization

Amount Requested

Amount Secured

Name of Organization

Amount Requested

Amount Secured

Documents uploaded with Submission?

["Quote for custom floor mat for CL Welccome Centre.pdf", "Mat-3D-Floor-Vector Build.jpg"]

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Jennifer Kuhn

From: is@rdkb.com
Sent: March-26-19 3:38 PM
To: Theresa Lenardon; Information Services; Jennifer Kuhn
Subject: Grant-in-Aid Form submitted by Lilly Bryant, email address - gfplay@rdkb.com

Online Grant-in-Aid Application**Electoral Area(s) Applied to:**

Electoral Area 'C' / Christina Lake Director Grace McGregor

Applicant Information:

Applicant: Lilly Bryant

Address: Box 1486

Phone:

Fax:

Email: gfplay@rdkb.com

Representative: Christina Lake Recreation Commission

Make Cheque Payable To: Regional District Kootenay Boundary- Grand Forks Recreation Recreation-
Can be JV to 11 590159-023

Other Expenses:

Total Cost of Project: \$

Amount Requested from
RDKB Director(s):

\$\$1000.00

Approved Director McGregor
March 26, 2019

What is the Grant-in-Aid for?

To Assist with the Annual Pharmasave Christina Lake Triathlon-

List of Other Organizations Applied to for Funding

Name of Organization Pharmasave

Amount Requested 1000

Amount Secured 1000

Name of Organization

Amount Requested

Amount Secured

Name of Organization

Amount Requested

Amount Secured

Documents uploaded with Submission?

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Jennifer Kuhn

From: is@rdkb.com
Sent: March-31-19 10:57 AM
To: Theresa Lenardon; Information Services; Jennifer Kuhn
Subject: Grant-in-Aid Form submitted by Grand Forks Border Bruin Association, email address - darryl.funk@yahoo.ca

Online Grant-in-Aid Application**Electoral Area(s) Applied to:**

Electoral Area 'D' / Rural Grand Forks Director Roly Russell

Applicant Information:

Applicant: Grand Forks Border Bruin Association

Address: 5784 Nursery Rd Grand Forks, BC V0H1H9

Phone: 12504420175

Fax:

Email: darryl.funk@yahoo.ca

Representative: Darryl Funk - Vice President

Make Cheque Payable To: Grand Forks Border Bruin Association

Other Expenses:

Total Cost of Project: \$\$10 000

Amount Requested from RDKB Director(s): ~~\$\$ 5000~~ \$2,500 Approved Director Russell April 2, 2019

What is the Grant-in-Aid for?

Funds will be used to purchase materials and labour to renovate existing Border Bruin dressing room. Improvements are required to HVAC system, plumbing fixtures, electrical service, equipment storage, flooring and paint.

List of Other Organizations Applied to for Funding

Name of Organization Grand Forks Border Bruin Association

Amount Requested \$5000

Amount Secured

Name of Organization

Amount Requested

Amount Secured

Name of Organization

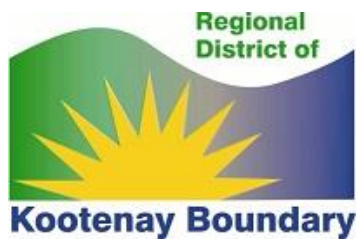
Amount Requested

Amount Secured

Documents uploaded with Submission?

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STAFF REPORT

Date: 10 Apr 2019 **File**
To: **Chair Russell and the RDKB Board of Directors**
From: Tim Dueck - Solid Waste Program Coordinator
Re: Solid Waste Management Facilities Bylaw

Issue Introduction

A Staff Report from Tim Dueck - Solid Waste Program Coordinator regarding updates to the Solid Waste Management Facilities Bylaw.

History/Background Factors

Solid Waste Facilities Bylaw 1605 was last updated in 2016 to reflect changes in minimum charges necessitated to comply with the Federal Weights and Measures Act.

Bylaw 1719 is intended to update the Facilities Bylaw:

- * to allow for the RDKB to participate in the Major Appliances Recycling Roundtable (MARR) stewardship program as a free drop-off depot for fridges, washers, dryers and other major appliances.
- * make minor housekeeping changes such as on-going changes in staff titles, waste facilities and programs.

The most significant change is the inclusion of the definition of MARR products as 'no charge' items in the scrap metal stream. These products will now be accepted with 'no charge' to the resident who drops them off.

The RDKB will enact a contract with MARR which provides full cost recovery for freon removal and provides 'per unit' compensation directly to the RDKB of \$3 per appliance.

Implications

The financial implications are projected to be 'net zero'. The present charge of \$30 per tonne for metal goods will be waived for MARR products. MARR will pay \$3 to the RDKB for each major appliance accepted plus the full cost of freon removal by a

contractor. For freon-containing products, RDKB will experience a slight decline in revenue from \$20 to \$12. There will likely be a slight increase in revenue for other white goods.

Minor procedural and reporting changes for staff will occur.

Advancement of Strategic Planning Goals

This change reflects the strategic goal of 'focus on good management and governance'. This also ensures 'we are responsible and proactive[ly] funding our services'.

Background Information Provided

1. Bylaw 1605/1719 with 'track changes'.
2. Bylaw 1719 - Final version

Alternatives

1. Receive the Staff Report from Tim Dueck - Solid Waste Program Coordinator regarding changes to the Solid Waste Facilities Bylaw and take no action.
2. Refer Bylaw #1719 - A Bylaw to regulate and set fees for the use of Solid Waste Facilities in the Regional District of Kootenay Boundary - back to Staff for revisions.
3. That RDKB Bylaw #1719 - A Bylaw to regulate and set fees for the use of Solid Waste Facilities in the Regional District of Kootenay Boundary, be given first, second and third readings.

That RDKB Bylaw #1719 - A Bylaw to regulate and set fees for the use of Solid Waste Facilities in the Regional District of Kootenay Boundary, be reconsidered and adopted.

Recommendation(s)

That RDKB Bylaw #1719 - A Bylaw to regulate and set fees for the use of Solid Waste Facilities in the Regional District of Kootenay Boundary, be given first, second and third readings.

That RDKB Bylaw #1719 - A Bylaw to regulate and set fees for the use of Solid Waste Facilities in the Regional District of Kootenay Boundary, be reconsidered and adopted.

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

BYLAW NO. ~~1605~~1719

A Bylaw to regulate and set fees for the use of Solid Waste Management Facilities in the Regional District of Kootenay Boundary.

WHEREAS a service has been established by the “Regional District of Kootenay Boundary Waste Management Local Service Area Establishment Bylaw No. 1090, 1999”;

AND WHEREAS it is deemed desirable to establish and impose charges for the use of refuse disposal sites operated by the Regional District of Kootenay Boundary and to regulate by bylaw the use of the various waste management facilities operated by the Regional District of Kootenay Boundary in keeping with the direction provided by the Regional Solid Waste Management Plan, and to provide for the enforcement of this bylaw;

AND WHEREAS the Solid Waste Management Plan of the Regional District of Kootenay Boundary, approved by the Minister of Environment, in 2006, sets policies and programs for the management of solid waste in the Regional District;

NOW THEREFORE the Regional District of Kootenay Boundary in open meeting assembled, enacts as follows:

1. APPLICATION

- 1.1 This Bylaw shall apply to all Solid Waste Management Facilities operated by the Regional District of Kootenay Boundary.

2. DEFINITIONS AND SCHEDULES

- 2.1 In this Bylaw, unless the context otherwise requires:

“Agricultural Waste” means materials originating on a farm including but not limited to dead animals, slaughter waste, waste from crops, spoiled crops, manure and large quantities of film plastics used in agricultural operations.

“Active Face” means that area of the disposal facility where active landfilling of solid waste takes place.

“Antifreeze” means a liquid, such as ethylene glycol or alcohol that may be mixed with water and has been used as a radiator fluid, but does not contain lubricating oil or petroleum products that falls under the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations under the *Environmental Management Act*. Effective July 1, 2011, the antifreeze product category consists of automotive antifreeze and includes empty containers for this antifreeze.

“Asbestos - Friable” means any material containing asbestos that when dry, can be easily crumbled or pulverized to powder by hand due to its nature is very difficult to handle,

and therefore requires pre-approval by the Manager and may be subject to special handling fees as specified in Schedule "A". If a friable asbestos-containing material is damaged or disturbed, it presents an inhalation risk because asbestos fibres are more easily released into the air. Examples of friable asbestos include: acoustic ceilings and tiles, types of plasters, wallboard, joint compound and thermal insulation for water heaters and pipes. Content greater than 1% either at the time of manufacture, or as determined using a method specified in Section 40(1) of the provincial *Hazardous Waste Regulation* (B.C. Reg. 63/2009) and all amending regulations.

"Asbestos - Non-friable" means a non-friable asbestos product in which the asbestos fibres are bound or locked into the product matrix, so that the fibres are not readily released. Such a product would present a risk for fibre release only when it is subject to significant abrasion through activities such as sanding or cutting with electric power tools. Examples of non-friable asbestos products include vinyl asbestos floor tiles, acoustic ceiling tiles, and asbestos cement products.

"Ash & Soot" means the carbonaceous residue created by the thorough combustion of organic matter.

"Asphalt" means a petroleum by-product, mixed with gravel, crushed rock etc., used for paving roadways, driveways, parking areas etc.

"Auto Hulk" means a car, pickup truck or passenger van that is no longer used for transportation purposes and/or is not registered.

"Bag" means a container holding a volume up to 17 imperial gallon (77 litre) equivalents no larger than 26" x 36" (60 x 90 centimetres).

"Beverage Containers" means a product that falls under the 'Beverage Container' product category in the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

"Bin Area" means that area of the Solid Waste Management Facility that has been designated to receive Municipal Solid Waste or Recyclable Materials brought to the Solid Waste Management Facility in Small loads.

"Biomedical Waste" is defined in the Guidelines for the Management of Biomedical Wastes in Canada (Canadian Council of Ministers of the Environment, February 1992).

"Biosolids" means stabilized, dewatered, municipal sewage treatment plant sludge designated for disposal at a landfill.

"Bulky Waste" means Municipal Solid Waste that, due to its nature is very difficult to handle, and therefore requires pre-approval by the Manager and may be subject to special handling fees as specified in Schedule "A" hereto. Bulky Waste means items with a volume greater than 2m³ (71 ft.³) including but not limited to recreational vehicles, pre-fabricated homes, trailers, watercraft, Preserved Wood (greater than 1.25m (4 ft.) in length and 6" in diameter) and other articles that the Manager determines require special handling and Disposal technique.

"Bulk Load" means a load that exceeds 500 kg. (1102 lb.) net weight at scaled sites or 5m³ (177 ft.³) at volume based sites.

"Cell Phone" means a portable telephone that uses wireless cellular technology to send and receive phone signals, and further includes Cell Phone handsets, batteries and chargers.

"CFC Appliances" means refrigeration or heating appliances designed to operate with a coolant or refrigerant containing Chlorofluorocarbon (CFC).

"Class 1 Facility" means a staffed RDKB Solid Waste Management Facility so designated in Schedule "D" hereto.

"Class 2 Facility" means a staffed RDKB Solid Waste Management Facility so designated in Schedule "D" hereto.

"Class 3 Facility" means an unstaffed RDKB Solid Waste Management Facility so designated in Schedule "D" hereto.

"Clean Soil" means soil, sediment or fill material which does not contain the substances in quantities or concentrations greater than those specified in Schedule 7, Column IV of the Contaminated Sites Regulation of the Environmental Management Act and all subsequent amendments and additions.

"Clean Wood Waste" means clean, organic wood material including but not necessarily limited to kiln dried dimensional lumber such as wood pallets, demolition wood waste and Composite Wood Waste, which:

- (a) is free of Preserved Wood, rocks, metals (other than nails and screws), wire, fiberglass, Asphalt roofing material, and other non-wood materials; and
- (b) if it is more than 61 cm (2') in width or diameter at any point, is no more than 2.4 m (8') in length.

"Commercial Solid Waste" means any municipal solid waste produced by or originating from a trade or business premise. It includes municipal solid waste produced by, or originating from, institutional or governmental offices, as well as municipal solid waste produced by institutional administrative offices.

"Composite Wood Waste" means wood that has been manufactured into dimensional lumber using glue and/or adhesives, such as particleboard, oriented strand board, medium-density fiberboard (MDF), plywood etc.

"Concrete" means a hardened mixture of cement with sand, gravel and or rebar. Rebar projecting from cement cannot exceed 1 ft. in length.

"Condemned Foods" means any food or other edible matter that does not contain Free Liquids that have been deemed to be unfit for human consumption pursuant to the *Food Safety Act* and all amending regulations.

“Construction, Demolition and Renovation Waste” means mixed Municipal Solid Waste material resulting from the construction, demolition, renovation and repair of structures, roads, sidewalks and utilities. Waste may include, but is not limited to, Recyclable Materials, asphalt, bricks, Concrete (with rebar projecting greater than 1 ft. in length) and other masonry materials, roofing materials, soil, rock, wood, wood products, wall coverings, plaster, gypsum board or wallboard, plumbing fixtures, electrical fixtures, electrical wiring, electrical components containing no hazardous materials and insulation that does not contain asbestos.

“Contaminated Sites Regulation” means the Contaminated Sites Regulation, (B.C. Reg. 112/2010) enacted under the *Environmental Management Act* and all amending regulations.

“Contamination” or “Contaminated” means, the presence of another material in Source Separated Waste, which includes, but is not limited to: the commingling of different Recyclable Materials; the commingling of different Controlled Waste; or the commingling of Municipal Solid Waste and/or Recyclable Materials and/or Controlled Waste and/or Prohibited Waste. Mixed Waste loads containing greater than 10% Recyclable Materials will be deemed to be contaminated and subject to additional user fees.

“Contaminated Soil” means soil or sediment or fill material containing substances in quantities or concentrations greater than those specified in Schedule 7, Column II of the *Contaminated Sites Regulation* (B.C. Reg. 112/2010) and all amending regulations, but which is not a hazardous waste under the Hazardous Waste Regulation. Pre-approval by the Manager is required and special handling fees may apply as specified in Schedule “A” hereto.

“Controlled Waste” means Source Separated Waste that is approved by the Manager for Disposal at a Solid Waste Management Facility but which, because of its inherent nature and quantity, may require special handling and storage techniques to avoid creating health hazards, nuisances or environmental pollution, as specified in Schedule “B” hereto. Special handling fees may apply as specified in Schedule “A” hereto.

“Controlled Waste Area” means an area of the Solid Waste Management Facility designated by the Manager for the disposal of Controlled Waste.

“Covered Area” means an area inside a Solid Waste Management Facility structure built and maintained by the RDKB.

“Covered/Secured Municipal Solid Waste” means a load of Municipal Solid Waste secured and covered on the vehicle by a tarpaulin or other overlays used to confine the load to the vehicle so that waste cannot blow off or fall off while in transit.

“Curbside Collection Area” means the residences designated by the Manager as those which will receive collection service as determined by the Manager in accordance with the Solid Waste Management Plan.

“Dead Animals and Parts” means any deceased pets, wildlife remains or offal thereof, including: bones, feathers, skin, blood and hair but are not a Specified Risk Material.

“Disposal” means the placement of Municipal Solid Waste into the landfill.

"Dusty Material" means material that can become airborne when being deposited or managed at the Solid Waste Management Facility and subsequently pose a health risk or impair visibility. Examples include but are not limited to sawdust, foundry dust and Ash & Soot.

"Electronic Waste" means a product that falls under the 'Electronics and Electrical' products category in the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations under the *Environmental Management Act*.

"Environmental Management Act" means the *Environmental Management Act* (B.C. 2003 c53) and all subsequent and future amendments and all amending regulations.

"Facility" means a facility designated by the RDKB as a collection, processing or disposal site for Solid Waste.

"Facility Attendant" means any RDKB employee at a Solid Waste Management Facility.

"Facility Class" means the Solid Waste Management Facility Class designation specified in Schedule "D" hereto.

"Fluorescent Tubes and Bulbs" means straight fluorescent lamps (various lengths); u-tubes and compact fluorescents; and mercury, high-pressure and sodium vapour lamps that fall under the 'Electronics and Electrical' products category in the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

"Food Processing Waste" means food residues produced during agricultural, commercial and institutional operations. Waste must be double bagged and cannot contain Dead Animals and Parts. Quantities in excess of 2m³ (71 ft³) are subject to specifications as outlined in Schedule "B" hereto. Special handling fees may apply as specified in Schedule "A" hereto.

"Free Liquid" means any portion of material that passes through and drops from a paint filter using the USEPA Method 9095A Paint Filter Liquids Test (within a 5 minute test period).

"Fuel Tank" means flammable liquid storage tanks and combustible liquid storage tanks that are drained and free of liquids. Shall not exceed 1000 litres (264 gallons) in capacity and must be either cut in half or have a whole cut in the tank that will allow the Facility Attendant to inspect the interior of the tank.

"Gas Cylinders" means a refillable or non-refillable metal container rated at a capacity of less than 46 kg. (101 lb.) which is used to contain compressed gases.

"Gasoline" means that which falls under the 'Gasoline' product category in the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

"Glass Containers" means all clear and coloured Glass Containers used to hold consumer products, but does NOT include: window glass, laminated glass, safety or

tempered glass, mirrored glass, automotive glass, fiberglass, plexiglass, light bulbs, fluorescent tubes, kitchenware, ceramics, or containers that have contained Hazardous Waste.

"Hazardous or Reactive Chemicals" means gaseous, liquid or Municipal Solid Waste that:

- a) is explosive, oxidizing or so unstable that it readily undergoes a violent change in the presence of air or water;
- b) generates toxic gases, vapours or fumes by itself or when mixed with water; or
- c) is polymerized in whole or in part by chemical action and causes damage by generating heat or increasing in volume.

"Hazardous Waste" means gaseous, liquid or Municipal Solid Waste that, because of its inherent nature and quantity, may require special handling and storage techniques to avoid creating health hazards, nuisances or environmental pollution. Hazardous Waste includes, but is not limited to: toxins, poisons, corrosives, irritants, strong sensitizers, flammables, Ignitables, infectious wastes, condemned foods, etc.

"Hazardous Waste Regulation" means the Hazardous Waste Regulation (B.C Reg. 63/2009) under the *Environmental Management Act* and all amending regulations.

"Ignitable" means having the properties of:

- a) flammable gas;
- b) flammable liquid; or
- c) flammable solids, substances liable to spontaneous combustion or substances that on contact with water emit flammable gases.

"Industrial Waste" means any waste originating from an industrial operation including, but not limited to: forestry, pulp and paper, mining, or fisheries.

"Infested Vegetation" means trees, shrubs, herbaceous plants or associated fruit that show the presence of Plant Disease, noxious insects, pathogens or related pests that have caused or are likely to cause significant damage to the trees, shrubs, herbaceous plants or associated fruit.

"Inspector" means any member of the Royal Canadian Mounted Police, City Police, Province of British Columbia Conservation office, the Regional District's Bylaw Enforcement Officer or his or her designate appointed from time to time by the Manager to administer and enforce this Bylaw.

"Labour" means all work carried out by RDKB employees in the operation of a Product Stewardship Depot and includes but is not limited to operational and safety training, customer service, information dissemination, loading and unloading Product Stewardship Materials and equipment, sorting materials, cleaning, sweeping, snow and ice removal, salting walkways and completion of reports and manifests.

"Land Clearing Waste" means wood, branches and stumps generated from land clearing activity.

"Landfill" means a location for final Disposal of Municipal Solid Waste on land regulated by the Ministry of Environment. Municipal Solid Waste is spread and compacted; cover soil or alternate is applied daily so that effects on the environment (including public health and safety) are minimized.

"Lead-acid Batteries" means a product that falls under the 'Lead-acid Battery' product category in the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations. Effective July 1, 2011, the Lead-Acid battery category consists of Lead-Acid batteries weighing more than 2 kg. (4.4 lb.), and includes, without limitation, Lead-Acid batteries for automobiles, motorcycles, recreation vehicles, marine vehicles and locomotives.

"Load" means Municipal Solid Waste which arrives at the refuse disposal facility in a vehicle.

"Major Appliance Recycling Roundtable" and/or "MARR Program" means materials that fall under Schedule 3 of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*, including but not limited to fridges, freezers, washers, dryers and other large appliances.

"Manager" means the ~~Director~~ General Manager of Environmental Services of the Regional District or his/her designate.

"Marketable Waste" means Recyclable Materials that can be managed through locally available recycling programs and for which a commercial market exists.

"Metal Containers" means any food or beverage container made of aluminum or tin-plated steel.

"Mixed Load" means a load combining two or more of the following wastes; Municipal Solid Waste, recyclable waste, yard & garden waste, or wood waste but does not include controlled waste or prohibited waste.

"Mixed Waste" means refuse generated by residential, commercial and institutional sources suitable for Disposal at a Solid Waste Management Facility but does NOT include Prohibited Waste.

"Mixed Waste Paper" includes but is not limited to: newspaper and inserts; office paper, including white and coloured ledger paper, computer paper, photocopy paper, writing pads, paperback books, hardcover books (cover removed), business forms, phone message notes, file folders, reports, envelopes, non-thermal fax paper, no carbon required (NCR) paper, calculator tape, 'post-it' type notes, business cards, and paper index cards; boxboard, including paper egg cartons, laundry and cereal boxes; junk mail; gift wrapping paper; packing paper; magazines; catalogues; calendars; directories; postcards; and shredded paper. Mixed Waste Paper does NOT include waxed paper fibre products; carbon paper; materials that are impregnated with blood, grease, oil, chemicals, or food residue; materials that have polyethylene, polystyrene, foil or other non-paper liners or attachments; and materials that are contaminated with a material that will render the Mixed Waste Paper non-marketable.

"Municipal Solid Waste" is material defined by the *Environmental Management Act* as:

- (a) Refuse that originates from residential, commercial, institutional, demolition, land clearing or construction sources, or
- (b) Refuse specified by a director to be included in a waste management plan.

"Noxious Weeds" means all weeds designated within the Provincial and Regional Noxious Weed lists of the Weed Control Regulation (B.C. Reg. 66/1985) and all amending regulations, and weeds that are classified by the Boundary Weed Management and Central Kootenay Invasive Plant Committees as priority species within the boundaries of the Regional District including, but not limited to: Annual Sowthistle (*Sonchus oleraceus*), Baby's Breath (*Gypsophila paniculata*), Black Knapweed (*Centaurea nigra*), Black Locust (*Robinia pseudoacacia*), Blueweed (*Echium vulgare*), Bohemian Knotweed (*Fallopia x bohemica*), Bristly locust (*Robinia hispida*), Brown Knapweed (*Centaurea jacea*), Bull Thistle (*Cirsium vulgare*), Bur Chervil (*Anthriscus caucalis*), Burdock (*Arctium minus*), Canada Thistle (*Cirsium arvense*), Common Bugloss (*Anchusa officinalis*), Common Reed (*Phragmites australis* subspecies *australis*), Common Tansy (*Tanacetum vulgare*), Common Toadflax (*Linaria vulgaris*), Crupina (*Crupina vulgaris*), Dalmatian Toadflax (*Linaria dalmatica*), Diffuse Knapweed (*Centaurea diffusa*), Dodder (*Cuscuta* spp.), Downy Brome (*Bromus tectorum*), Eurasian Water-Milfoil (*Myriophyllum spicatum*), Field Scabious (*Knautia arvensis*), Flowering Rush (*Butomus umbellatus*), Fuller's Teasel (*Dipsacus fullonum*), Garlic Mustard (*Alliaria petiolata*), Giant Hogweed (*Heracleum mantegazzianum*), Giant Knotweed (*Fallopia sachalinensis*), Giant Mannagrass/Reed Sweetgrass (*Glyceria maxima*), Gorse (*Ulex europaeus*), Hairy Cat's Ear (*Hypochaeris radica*), Himalayan Blackberry (*Rubus discolor*), Himalayan Knotweed (*Polygonum polystachyum*), Hoary Alyssum (*Berteroa incana*), Hoary Cress (*Cardaria draba*), Hound's-tongue (*Cynoglossum officinale*), Japanese Knotweed (*Fallopia japonica*), Jointed Goatgrass (*Aegilops cylindrical*), Leafy Spurge (*Euphorbia esula*), Marsh Thistle (*Cirsium palustre*), Meadow Knapweed (*Centaurea pratensis*), Milk Thistle (*Silybum marianum*), Mouse-ear Hawkweed (*Hieracium pilosella*), Nodding Thistle (*Carduus nutans*), North Africa Grass (*Ventenata dubia*), Orange Hawkweed (*Hieracium aurantiacum*), Oxeye daisy (*Leucanthemum vulgare*), Perennial Pepperweed (*Lepidium latifolium*), Perennial Sowthistle (*Sonchus arvensis*), Plumeless Thistle (*Carduus acanthoides*), Policeman's Helmet/Himalayan Balsam (*Impatiens glandulifera*), Purple Loosestrife (*Lythrum salicaria*), Purple Nutsedge (*Cyperus rotundus*), Queen Anne's Lace (*Daucus carota*), Rush Skeltonweed (*Chondrilla juncea*), Russian Olive (*Elaeagnus angustifolia*), Russian Knapweed (*Acroptilon repens*), Salt Cedar (*Tamarix aphilla*), Scentless Chamomile (*Matricaria maritima*), Scotch Broom (*Cytisus scoparius*), Scotch Thistle (*Onopordum acanthium*), Siberian Elm (*Ulmus pumila*), Spotted Knapweed (*Centaurea biebersteinii*), St. John's Wort (*Hypericum perforatum*), Sulphur Cinquefoil (*Potentilla recta*), Tansy Ragwort (*Senecio jacobaea*), Velvetleaf (*Abutilon theophrasti*), Wild Oats (*Avena fatua*), Wormwood (*Artemisia absinthium*), Yellow Bedstraw (*Galium verum*), Yellow Flag Iris (*Iris pseudocorus*), Yellow Hawkweed (*Hieracium* spp.), Yellow Nutsedge (*Cyperus esculentus*), Yellow Starthistle (*Centaurea solstitialis*), and Yellow Toadflax (*Linaria vulgaris*).

"Offense" means a contravention of this bylaw by a Person who does an act that this Bylaw forbids, or omits to do an act that this Bylaw requires to be done.

"Old Corrugated Cardboard (OCC)" means containers or materials used in containers consisting of three or more layers of kraft paper material and having smooth exterior liners

and a corrugated or rippled core, but excluding containers which are impregnated with blood, grease, oil chemicals, food residue, wax; or have polyethylene, polystyrene, foil or other non-paper liners; or are contaminated with a material which will render the corrugated cardboard non-marketable.

"Organic Waste" means any plant and/or animal matter, originating in commercial or residential sources which can be processed by composting to produce a useable soil amendment product.

"Out-of-area Municipal Solid Waste" means Loads, or a portion thereof, of Municipal Solid Waste that originates from outside the boundaries of the Regional District.

"Ozone Depleting Substance" means a substance defined as such in the Ozone Depleting Substances and other Halocarbons Regulation, (B.C. Reg. 387/99) under the *Environmental Management Act* and all amending regulations.

"Person" means an individual, a body corporate, a firm partnership, association or any other legal entity or an employee or agent thereof.

"Paint Products" means a product that falls under the 'Paint' product category of the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

"Pesticide Products" means that which falls under the 'Pesticides' product category of the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

"Petroleum By-Products" means used lubricating oil that is contaminated with any other products, and any fluid or liquid or sludge containing fuel or petroleum-based products.

"Pharmaceutical Products" means that which falls under the 'Pharmaceuticals' product category in the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

"Plant Disease" means a condition that exists in a plant or seed as the result of the action of virus, fungus, bacterium, or any other similar or allied organism and that injures or may injure the plant or any part thereof, and that may be spread to another plant or plants with economic, ornamental or aesthetic value, including, but not limited to Apple Scab (*Venturia inaequalis*), Anthracnose or Perennial Canker (*Cryptosporiopsis curvispora*; *C. perennans*), Bacterial Canker (*Pseudomonas syringae* pv. *syringae*; *P. syringae* pv. *morsprunorum*), Blister spot (*Pseudomonas syringae* pv. *papulans*), Brown Rot (*Monilinia fructicola*), Coryneum Blight (*Wilsonomyces carpophilus*), Crown Gall, Root Gall and Hairy Root (*Agrobacterium tumefaciens*), Crown Rot (*Phytophthora cactorum*), Cytospora Canker (*Leucostoma cincta*), European Canker (*Nectria galligena*), Fire Blight (*Erwinia amylovora*), Little Cherry Virus, Powdery Mildew (*Podosphaera leucotricha*; *P. clandestina*; *Sphaerotheca pannosa*), Peach Leaf Curl (*Taphrina deformans*), and Verticillium Wilt (*Verticillium dahliae*).

"Plastic Containers" means clean mixed plastics marked with a Society of Plastic Industries (SPI) code #1 - #7 accepted at Regional District Recycling Depots. Plastic Container acceptance varies by Sub-region as described in Schedule "C" hereto. This

includes but is not limited to toiletry and cleaning containers, margarine and yogurt containers, food and drink containers, and plastic milk jugs. Plastic Containers do NOT include Styrofoam, polystyrene items, or items that have contained Hazardous Waste.

“Preserved Wood” means wood waste previously treated with creosote or other chemical preservatives such as chromated copper arsenate (CCA), aromatic hydrocarbons (PAHs), and ammonium copper arsenate (ACA) to prevent rotting. This waste material is considered Controlled Waste.

“Product Stewardship Agency” means any individual, business, association, society or any combination thereof designated in a Stewardship Plan to manage any materials that fall under a product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“Product Stewardship Depot” means an area designated to receive materials that fall under a product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“Product Stewardship Materials” means materials that fall under a product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“Product Stewardship Plan” means a plan approved by the Minister of the Environment to manage materials that fall under a product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“Prohibited Waste” means gaseous, liquid or Municipal Solid Waste not accepted for Disposal at Solid Waste Management Facilities as specified in Schedule “F” hereto.

“Radioactive Material” means waste containing a prescribed substance as defined in the *Atomic Energy Control Act (Canada)* and all amending regulations in sufficient quantity or concentration to require a license for possession or use under that Act and regulations made under that Act.

“Rechargeable Batteries” means Nickel Cadmium (NiCd), Lithium Ion (Li-Ion), Nickel Metal Hydride (Ni-MH), or Small-Sealed Lead (Pb) batteries weighing no more than 5 kilograms (11 pounds) each.

“Recyclable Materials” means Marketable Wastes and Source Separated Wastes, substances or objects listed in Schedule “C” hereto.

“Recycling” means the practice of sorting, collecting and processing Marketable Waste for the purpose of creating new products and reducing the amount of Municipal Solid Waste being disposed of in Landfills.

“Recycling Area” means that area of the Solid Waste Management Facility that has been designated to receive Recyclable Materials.

“Recycling Depots” means any land or buildings leased owned and/or operated by the RDKB for receiving those materials listed in Part “C” of Schedule “C”.

"Recycling Regulation" means the Recycling Waste Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

"Regional Board" means the Board of the Regional District of Kootenay Boundary.

"Regional District (RDKB)" means the Regional District of Kootenay Boundary as described under the *Local Government Act* and all amending regulations.

"Reusable Products" means any household item that is in usable working condition. Reusable Products does not include Bulky Items or Product Stewardship Materials. All items are accepted or refused at the discretion of the Facility Attendant.

"Reuse Buildings/Depots" means any land or buildings leased, owned and/or operated by the Regional District for receiving Reusable Products.

"Rubble" means gravel, brick, Concrete, Asphalt, and rock or a mixture thereof.

"Scale Weight Check Only" means the use of a Solid Waste Management Facility scale for the sole purpose of determining the gross weight of a Vehicle or trailer, where no material is to be deposited at the Solid Waste Management Facility.

"Scrap Metal" means recyclable ferrous and non-ferrous metallic materials, including, but not limited to: sheet metal, siding, roofing, rebar, flashings, pipes, window frames, doors, furnaces, duct work, wire, cable (cut into 1.25m (4 ft.) lengths or on a spool), bathtubs, fuel tanks, fencing, bicycle frames, automotive body parts, machinery, garbage cans, metal furniture, tire rims, appliances and fixtures. Does not include CFC Appliances unless properly certified as having refrigerants professionally removed.

"Service Personnel" means any person employed by or having a contract with the RDKB for performing work at a Solid Waste Management Facility.

"Site Operator" means that person employed by or having a contract with the Regional District for caretaker or attendant duties at a Solid Waste Management Facility and includes an agent of the Site Operator authorized personnel pursuant to the said caretaker's contract.

"Site Regulations" means regulations as described in Schedule "E" hereto, which must be adhered to by any person using a Solid Waste Management Facility.

"Sludge" means semi-solid material for Disposal in a landfill that contains no Free Liquids.

"Small Load" means Municipal Solid Waste to be disposed of at Solid Waste Management Facility not exceeding 500 kg. (1102 lb.) net weight at scaled sites or 5m³ (177 ft.³) at volume based sites per open day per credit account holder, or per vehicle (if vehicle is not registered to a an RDKB credit account). Loads in excess of these quantities is considered a Bulk Load.

"Soil" means soil or sediment material containing substances in quantities or concentrations less than those specified in Schedule 7, Column II of the Contaminated Sites Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

“Solid Waste Management Facility” means a facility leased, owned and/or operated by the Regional District for which an ‘Operational Certificate’ or ‘Permit’ has been issued by the Ministry of Environment of the Province of British Columbia or a Transfer Station or Recycling Depot leased, owned and/or operated by the Regional District of Kootenay Boundary used for receiving Municipal Solid Waste or Recyclable Material described in Schedule “C” hereto.

“Solid Waste Management Plan” means the plan prepared for the management of Municipal Solid Waste within the Regional District pursuant to the *Environmental Management Act* and approved by the Minister of the Environment.

“Solvents and Flammable Liquids” means that which falls under the ‘Solvents and Flammable Liquids’ product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“Source-Separated Organic Waste” means all manner of pre-sorted organic material originating in businesses and residences. This does not include Pet Waste, Wood Waste, Construction & Demolition material or Yard & Garden Waste.

“Source-Separated Waste” means pre-sorted waste including, but not limited to: Controlled Waste, Yard and Garden Waste, Recyclable Material, Scrap Metal or Wood Waste which is separated into clearly distinguishable accumulations of different types of materials, substances, or objects belonging in the particular class of waste being disposed of.

“Specified Risk Material (SRM)” means Special Waste Material as defined by the Canadian Food Inspection Agency (CFIA). Specified Risk Material are tissues that, in BSE-infected cattle, have been shown to contain the infective agent and transmit the disease. The following tissues are defined in Canadian regulation as SRM: skull, brain, trigeminal ganglia (nerves attached to the brain), eyes, tonsils, spinal cord, and dorsal root ganglia (nerves attached to the spinal cord) of cattle aged 30 months or older, and the distal ileum (part of the small intestine) of cattle of all ages.

“Tight-head Barrels” means any metal container with a non-removable top but does NOT include barrels that have contained Hazardous Waste.

“Tire Products” means a product that falls under the ‘Tire’ product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“Transfer Station” means a Solid Waste Management Facility under the control of the Regional District for collecting Municipal Solid Waste in preparation for transportation to a Regional District Landfill.

“Treasurer” means the Director-General Manager of Finance of the Regional District, or his or her designate.

“Tree Stumps” means that part of a plant, tree, or shrub that remains attached to the roots after the trunk is cut and may include non-organic materials such as rocks, sand and soil.

“Uncovered Area” means an area of bare land at a Solid Waste Management Facility that is improved by the Product Stewardship Agency for the purposes of operating a Product Stewardship Depot where improvements could include but not be limited to covered structures, paving or lighting.

“Undesignated Area” means any area in a Solid Waste Management Facility other than the area a Person is directed by the Facility Attendant, Site Operator or Service Personnel or any on-site signage directs a Person to deposit a Load.

“Unsecured Loads” means a load of Municipal Solid Waste which is not secured and covered on a vehicle so that there is nothing to prevent it from blowing or falling off while in transit, except for those items, permitted onto the Solid Waste Management Facility without covers, as outlined in Schedule “E” hereto.

“Used Oil” means that which falls under the ‘Lubricating Oil’ product category as defined in the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

“Used Oil Containers” means any plastic container, as defined under ‘Empty Oil Containers’ under the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*, with a capacity of less than 30 litres (8 gallons) that was manufactured to hold lubricating oil.

“Used Oil Filters” means that which falls under the ‘Oil Filters’ product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“USEPA Method 9095A Paint Filter Liquids Test” means the method designed by the Environmental Protection Agency (EPA) to determine the presence of Free Liquids in a representative sample of waste. A representative sample of waste is placed in a paint filter (Mesh number: 60+/- 5%). If any portion of the material passes through and drops from the filter (within a 5 minute test period) the material is deemed to contain free liquids.

“Vehicle” means a Vehicle as defined by the provincial *Motor Vehicle Act* and all amending regulations.

“Visitor” means a person who arrives at the Solid Waste Management Facility for purposes other than to Dispose of Municipal Solid Waste.

“Waste Sharps” means needles, syringes, blades or other materials capable of causing punctures or cuts, originating from residential, agricultural, institutional or commercial generators.

“Wood Waste” means clean, organic material including, but not necessarily limited to:

- Kiln dried dimensional lumber such as wood pallets, and demolition wood waste;
- Composite Wood Waste

Material must be free of Preserved Wood, rocks, metals (other than nails and screws), wire, fiberglass, asphalt roofing material, and other non-wood materials. Material that is chipped may qualify for a discount as per Schedule “A” hereto.

"Yard and Garden Waste" means biodegradable, organic materials, substances or objects including, but not limited to: grass, lawn and hedge clippings, flowers, weeds, leaves, vegetable material, shrubs, and shrub and tree branches less than 1 centimetre (0.4") in diameter, but does NOT include:

- Tree Stumps; Noxious Weeds;
- Plants or growing media that may have been identified by the Canadian Food Inspection Agency from time to time as infectious or potentially infectious and of which notice has been sent to the Regional District or publicized by the Canadian Food Inspection Agency; or
- Plant and tree material in municipal street sweepings;
- Rocks, sand and Soil;
- Bulk Loads of fruit or vegetable material.

2.2 The following schedules are hereby made and declared to be integral parts of this Bylaw:

Schedule "A"	User Fee Schedule
Schedule "B"	Controlled Waste
Schedule "C"	Recyclable Materials
Schedule "D"	Solid Waste Management Facilities Class
Schedule "E"	Site Regulations
Schedule "F"	Prohibited Waste
Schedule "G"	Product Stewardship Depot Hosting Conditions and Fees
Schedule "H"	Additional Surcharges and Conditions of Payment
Schedule "I"	Municipal Ticket Information Violations

3. CONDITIONS OF USE

The Regional District hereby authorizes the Facility Attendant, Site Operator or Service Personnel to enforce such rules governing the use of a Solid Waste Management Facility operated by the Site Operator and/or provide directions to users of the Solid Waste Management Facility which are consistent with this Bylaw and which are necessary or convenient for the efficient and lawful operation of the Solid Waste Management Facility.

- 3.1 Every person Disposing of Municipal Solid Waste at a Solid Waste Management Facility shall comply with and abide by all rules and directions of the Facility Attendant, Site Operator or Service Personnel, whether such rules or directions are in the form of signs or verbal instructions.
- 3.2 No person shall dispose of a waste at Solid Waste Management Facility in any location other than in location directed by the Facility Attendant, Site Operator or Service Personnel.
- 3.3 No person shall deposit refuse at a refuse disposal facility, nor enter any refuse disposal facility at any time other than the designated hours of operation, except by prior arrangement with the Manager or his or her designate.
- 3.4 Persons entering a Solid Waste Management Facility do so at their own risk. The Regional District accepts no responsibility (liability) for damage and/or injury to persons, property or vehicle.

- 3.5 Anyone who contravenes these regulations and/or fails to comply with the directions of the Facility Attendant, Site Operator or Service Personnel or with posted notices and signs on a Solid Waste Management Facility may be prohibited entry onto a Solid Waste Management Facility.
- 3.6 The Regional District hereby establishes and imposes the fees set out in Schedule "A" hereto and every person Disposing of Municipal Solid Waste at a Solid Waste Management Facility shall pay to the Regional District the applicable fees.
- 3.7 Any person who fails to pay fees imposed by this Bylaw may be prohibited entry onto a Solid Waste Management Facility and any accounts remaining unpaid on the 31st of December shall be sent to collections.
- 3.8 No person shall deposit Municipal Solid Waste at a Solid Waste Management Facility except in accordance with this Bylaw and the Site Regulations outlined in Schedule "E" hereto.

4. OFFENCES AND PENALTIES

- 4.1 No Person shall do any act or suffer or permit any act or thing to be done in contravention of this Bylaw.
- 4.2 Any Person who violates any of the provisions of this Bylaw will be guilty, upon summary conviction, of an offence under this Bylaw; and may be prohibited by the Manager from depositing Municipal Solid Waste at a Solid Waste Management Facility.
- 4.3 The penalties imposed under Schedule "A" shall be in addition to and not in substitution for any other penalty or remedy imposed by this Bylaw or any other statute, law or regulation.
- 4.4 A separate offence shall be deemed to be committed upon each day during and in which the contravention occurs or continues.
- 4.5 Every Person who contravenes any of the Site Regulations contained within this Bylaw shall be responsible for all costs associated with remediation of the Solid Waste Management Facility.
- 4.6 Any Person who contravenes this Bylaw and Site Regulations by doing any act which the Bylaw and Site Regulations forbid, or omits to do any act which this Bylaw and Site Regulations requires to be done, may be required, at the discretion of the Manager:
 - a) to pay double the applicable user fee for
 - Unsecured Loads;
 - Loads considered to be Contaminated, with the applicable user fee being determined as for the Municipal Solid Waste material included in the Load either with the highest charge as set out in Schedule "A", attached hereto, to pay for clean-up costs to remove and properly dispose of the Contamination identified in rejected Loads, or for clean-up costs to manage Loads of Municipal Solid Waste improperly disposed of at the Solid Waste Management Facility. Such costs would be in addition to those fees identified in Schedule "A" hereto;

- b) to pay 5 times the applicable user fee for Loads containing Recyclable Material.
- c) to pay for any damages or injury to Person or to property incurred by the Regional District as a result of a contravention of this Bylaw. Such costs would be in addition to those user fees identified in Schedule "A" hereto;
- d) to be prohibited from depositing Municipal Solid Waste at the Solid Waste Management Facility; and
- e) to be prohibited from entering or re-entering the Solid Waste Management Facility.

5. INSPECTIONS

An Inspector, Facility Attendant, Site Operator, Service Personnel or other Employee of the Regional District may inspect any or all loads entering or exiting the Solid Waste Management Facility for the purpose of determining compliance with this Bylaw.

6. SEVERABILITY

If any section, subsection or clause of this Bylaw is declared or held to be invalid by a Court of competent jurisdiction, then that invalid portion shall be severed and the remainder of this Bylaw shall be deemed to have been adopted without the invalid and severed section, subsection or clause.

7. PENALTIES

- 7.1 Any person who violates any provision of this Bylaw will be deemed to have committed an Offence and shall be liable upon summary conviction to the following penalties:
 - a) a minimum fine of \$50.00;
 - b) a maximum fine of \$10,000.00; and
 - c) a fine as dictated in Schedule 'I'
- 7.2 In the case of a continuing Offense, for each day that the Offense continues, either or both of:
 - a) a minimum fine under paragraph 9.1(a);
 - b) a maximum fine under paragraph 9.2(b).
- 7.3 In a prosecution of an Offense against a Regional District Bylaw, the justice or court may impose all or part of the penalties applicable in relation to the Offense, together with the costs of prosecution.
- 7.4 Nothing in this Bylaw shall limit the Regional District from pursuing any other remedy that would otherwise be available to the Regional District at law.
- 7.5 Penalties are subject to the conditions of the Regional District Municipal Ticketing Information Bylaw No.1151, 2001, as amended from time to time by the Regional District.

8. VIOLATION

8.1 Any Person who:

- a) causes or permits any act to be done in contravention or violation of any of the provisions of this Bylaw; or
- b) neglects or omits to do anything required under this Bylaw; or
- c) carries out, causes, or permits to be carried out any use, or construction in a manner prohibited by or contrary to any of the provisions of this Bylaw; or
- d) fails to comply with an order, direction or notice given under this Bylaw;

will be guilty, upon summary conviction, of an Offence under this Bylaw.

9. MUNICIPAL TICKET INFORMATION

9.1 A notice or form commonly called Municipal Ticket Information (MTI) having printed wording approved by the Manager, may be issued by an Inspector or a Bylaw Enforcement Officer to any Person alleged to have breached any provision of this Bylaw, and the said notice shall require payment to the Regional District in the amount specified in this Bylaw.

- a) an MTI shall be deemed to be sufficiently served if served personally on the Person named in the MTI;
- b) in lieu of prosecution, the Person named in the MTI may elect to voluntarily pay the specified penalty set out therein by making payment to the Regional District in the amount of the specified penalty;
- c) if the payment specified in the MTI is not paid in accordance with the terms of the ticket and in the time required by the ticket, the Regional District may commence prosecution against the Person named in the MTI for the alleged contravention of this Bylaw;
- d) except as otherwise provided in this Bylaw, a person who is guilty of an Offence under this Bylaw for which a penalty is not otherwise provided, is liable to a fine of not less than \$100.00 and not more than \$10,000.00.

10. REPEAL

~~The Waste Management Facilities Regulatory Bylaw No. 1605~~~~The Waste Management Facilities Regulatory Bylaw No. 1604~~, 2016, and all amendments thereto, is hereby repealed as of April 30, 2019.

11. EFFECTIVE DATE

This Bylaw comes into effect on ~~June 1, 2016~~ May 1, 2019.

12. TITLECITATION

This Bylaw may be cited for all purposes as the “**Regional District of Kootenay Boundary Solid Waste Management Facilities Regulatory Bylaw No. ~~1605, 2016~~ 1719, 2019**”.

READ A FIRST AND SECOND TIME this ~~April 10, 2019~~ 26th day of May, 2016.

~~READ A SECOND TIME~~ this ~~26th day of May, 2016~~.

READ A THIRD TIME this ~~April 10, 2019~~ 26th day of May, 2016.

I, Theresa Lenardon, Manager of Corporate Administration, do hereby certify the foregoing to be a true and correct copy of Bylaw No. ~~1605~~ 1719, cited as "Regional District of Kootenay Boundary Solid Waste Management Facilities Regulatory Bylaw No. ~~1605, 2016~~ 1719, 2019" as read a third time by the Regional District of Kootenay Boundary Board of Directors this ~~26th day of May, 2016~~ 10th day of April, 2019.

Manager of Corporate Administration/Corporate Officer

RECONSIDERED AND ~~FINALLY~~ ADOPTED this ~~April 10, 2019~~ 26th day of May, 2016.

Chair

Manager of Corporate Administration

I, Theresa Lenardon, Director of Corporate Administration of the Regional District of Kootenay Boundary, do hereby certify that the foregoing this to be a true and correct copy of Bylaw No. ~~1605~~ 1719, cited as "Regional District of Kootenay Boundary Solid Waste Management Facilities Regulatory Bylaw No. ~~1605, 2016~~ 1719, 2019" as reconsidered and finally adopted this ~~April 10, 2019~~ 26th day of May, 2016.

Manager of Corporate Administration

SCHEDULE "A" TO BYLAW NO. ~~1605~~1719**WEIGHT BASED USER FEE SCHEDULE**

The following charges shall apply for the use of a Controlled Refuse Disposal Site where scales are operational.

Municipal Solid Waste (Commercial & Domestic) excluding Controlled Waste

Material	Unit charge	Units	Minimum charge
Mixed Waste	\$110.00	per tonne	\$10.00
Mixed Waste per Bag (3 bag limit)	\$4.00	per bag	\$4.00
Source Separated Organic Waste	\$40.00	per tonne	\$2.00
¹ Construction/Demolition/Land Clearing Waste	\$175.00	per tonne	\$8.75
¹ Tar & Gravel Roofing, Asphalt Shingles	\$60.00	per tonne	\$3.00
¹ Clean Soil	\$20.00	per tonne	\$1.00

Controlled Waste

Material	Unit charge	Units	Minimum charge
¹ Asbestos - Friable	\$175.00	per tonne	\$8.75
¹ Asbestos - Non-friable	\$110.00	per tonne	\$5.50
¹ Food Processing Waste	\$150.00	per tonne	\$7.50
^{1,2,3} Contaminated Soil (Metals)	\$10.00	per tonne	\$0.50
^{1,2,3} Contaminated Soil (Hydrocarbons)	\$7.50	per tonne	\$0.40
Gas Cylinders (15 pounds and over)	\$2.00	per cylinder	\$2.00
Gas Cylinders (under 15 pounds)	No Charge	-	-
¹ Sludge	\$12.00	per tonne	\$12.00
¹ Dead Animals and Parts	\$175.00	per tonne	\$20.00
Noxious Weeds/ Infested Vegetation	No Charge	-	-
Infested Vegetation	No Charge	-	-

Recyclable Material

Material	Unit charge	Units	Min charge
Yard & Garden Waste	\$5.00	per load	\$5.00
Clean Wood Waste	\$50.00	per tonne	\$2.50
^{1,3} Appliances requiring Ozone Depleting Substance removal (excluding MARR Products)	\$20.00	per unit	\$20.00
^{1,3} Auto Hulks	\$15.00	per tonne	\$0.75
Scrap Metal (excluding MARR Products including appliances)	\$30.00	per tonne	\$3.00
¹ Rubble	\$50.00	per tonne	\$2.50
⁴ Product Stewardship Materials	No Charge	-	-

Charges Applicable to all Categories

Loads of Mixed or Controlled Waste containing Recyclable Materials
Uncovered or Unsecured Loads

Five Times Charge
Double Charge

Other Charges

Scale Weight Check Only

\$5.00 per use

¹ Only accepted at Class 1 Facilities ² Only accepted under contaminated soil management contract provisions

³ Not accepted at McKelvey Creek Landfill

⁴ ~~Materials identified as Product Stewardship Materials where the~~

| facility is identified as a depot for that program

SCHEDULE "A" TO BYLAW NO. 16051719**VOLUME BASED USER FEE SCHEDULE**

The following charges shall apply for the use of a Controlled Refuse Disposal Site where scales are not operational.

Municipal Solid Waste (Commercial & Domestic) excluding Controlled Waste

Material	Unit charge	Units	Minimum charge
Mixed Waste Per Bag (3 bag limit)	\$4.00	per bag	\$4.00
Mixed Waste (more than 3 bags)	\$17.50	per m ³	\$10.00
Source Separated Organic Waste	\$8.00	per m ³	\$2.00
¹ Construction/Demolition/Land Clearing Waste	\$45.00	per m ³	\$8.75
¹ Tar & Gravel Roofing, Asphalt Shingles	\$12.00	per m ³	\$3.00
Mattresses & Box Springs	\$5.00	each	\$5.00
¹ Clean Soil	\$13.00	per m ³	\$1.00

Controlled Waste

Material	Unit charge	Units	Minimum charge
¹ Asbestos - Friable	\$45.00	per m ³	\$8.75
¹ Asbestos - Non-friable	\$20.00	per m ³	\$5.50
¹ Food Processing Waste	\$50.00	per m ³	\$7.50
^{1,2,3} Contaminated Soil (Metals)	\$10.00	per tonne	\$0.50
^{1,2,3} Contaminated Soil (Hydrocarbons)	\$7.50	per tonne	\$0.40
Gas Cylinders (15 pounds and over)	\$2.00	per cylinder	\$2.00
Gas Cylinders (under 15 pounds)	No Charge	-	-
¹ Sludge	\$0.012	per litre	\$12.00
	\$0.054	per gallon	\$12.00
¹ Dead Animals and Parts	\$30.00	per m ³	\$20.00
Noxious Weeds/ Infested Vegetation	No Charge	-	-
Infested Vegetation	No Charge	-	-

Recyclable Material

Material	Unit charge	Units	Minimum charge
Yard & Garden Waste	\$5.00	per load	\$5.00
Clean Wood Waste	\$10.00	per m ³	\$2.50
^{1,3} Appliances requiring Ozone Depleting Substance removal (excluding MARR Products)	\$20.00	per unit	\$20.00
^{1,3} Auto Hulks	\$50.00	per unit	\$50.00
Scrap Metal (excluding MARR Products including appliances)	\$10.00	per m ³	\$3.00
¹ Rubble	\$75.00	per m ³	\$2.50
⁴ Product Stewardship Materials	No Charge		

Charges Applicable to all Categories

Loads of Mixed or Controlled Waste containing Recyclable Materials
Uncovered or Unsecured Loads

Five Times Charge
Double Charge

¹ Only accepted at Class 1 Facilities

² Only accepted under contaminated soil management contract provisions

³ Not accepted at McKelvey Creek Landfill

⁴ Materials identified as Product Stewardship Materials where the facility is identified as a depot for that program

SCHEDULE "B" TO BYLAW NO. 16051719**CONTROLLED WASTE**

Material Type	Specifications/Restrictions	Accepted for Disposal at:
Animal feces	(1)	Class 1 and 2 Facilities
Asbestos- Friable	(1)(2)(3)(4)	Class 1 Facilities
Asbestos- Non friable	(3)	Class 1 and 2 Facilities
Ash & Soot	(1)	Class 1 Facilities
Biosolids	(3)	Class 1 Facilities
Bulk Load	(8)	Class 1 Facilities
Bulky Waste	(3)(4)(6)	Class 1 Facilities
Concrete	N/A	Class 1 Facilities
Condemned Foods	(1)	Class 1 Facilities
Contaminated Soil	(2) (3) (5) (9)	Class 1 Facilities
Preserved Wood	(3)	Class 1 and 2 Facilities
Dead Animals and Parts	(3)(4)	Class 1 Facilities
Dusty Material	(1)	Class 1 Facilities
Food Processing Waste	(3)	Class 1 Facilities
Fuel Tanks	(3) (7)	Class 1 and 2 Facilities
Gas Cylinders	(3) (7)	Class 1 and 2 Facilities
Infested Vegetation	(1)	Class 1 and 2 Facilities
Noxious Weeds	(1)	Class 1 and 2 Facilities
Rubble	N/A	Class 1 Facilities
Sludge	(4)	Class 1 Facilities
Soil (Commercial & Residential) Load size >1m ³	(3)(5)	Class 1 Facilities
Tree Stumps	N/A	Class 1 and 2 Facilities

Specifications & Restrictions

- 1) Material must be contained in a double bag system.
- 2) Material must be manifested or documented as required by the Regional District and by the British Columbia Ministry of Environment.
- 3) Forty-eight (48) hours advance notice must be given to the Regional District prior to disposal. *The Manager may at his/her discretion permit the Disposal of Controlled Waste without forty-eight (48) hours notice.*
- 4) Materials must be disposed of a minimum of 2 hours before delivery to the designated Solid Waste Management Facility.
- 5) Material must meet criteria and follow protocol in RDKB Policy Manual.
- 6) Special handling fees may apply.
- 7) Must be cut open so that the Facility Attendant, Site Operator or Service Personnel can inspect for liquids.
- 8) May be accepted at Transfer Stations at discretion of the Manager with advance notice.
- 9) Only accepted at Class 1 Facilities under contaminated soil management contract provisions.

SCHEDULE "C" TO BYLAW NO. ~~1605~~1719**RECYCLABLE MATERIALS**

- a) Recyclable Materials accepted at RDKB Solid Waste Management Facilities

Landfills and Transfer Stations (Class 1 and 2 Facilities) Only:

1. Scrap Metal
2. Wood Waste
3. Yard and Garden Waste
4. Gas Cylinders
5. Rubble

- b) Product Stewardship Materials

These materials may be accepted at select facilities where a partnership with Product Stewardship Program exists.

1. Gasoline
2. Lead-Acid Batteries
3. Paint Products
4. Pesticide Products
- ~~5.~~ Solvents and Flammable Liquids
- ~~6.~~ Major Appliances (MARR Products)
- ~~5-7.~~ Printed Paper, ~~and~~ Packaging and Glass

- c) Recycling Depots ~~and~~, Recycling Area ~~and Curbside Recycling Programs~~ (Class 3 Facilities):

1. Corrugated Cardboard
- ~~2.~~ Glass Containers
- ~~3-2.~~ Metal Containers
- ~~4-3.~~ Mixed Waste Paper
- ~~5-4.~~ Newspaper
- ~~6-5.~~ Plastic Containers

SCHEDULE "D" TO BYLAW NO. 16051719**SOLID WASTE MANAGEMENT FACILITIES CLASS**

Class 1 (3 facilities)	Address/Location
McKelvey Creek Municipal Solid Waste Landfill and Recycling Depot	1900 Highway 3B - Trail
Grand Forks Municipal Solid Waste Landfill and Recycling Depot	8798 Granby Rd. – Grand Forks
West Boundary Municipal Solid Waste Landfill and Recycling Depot	2050 Motherlode Road - Greenwood
Class 2 (3 facilities)	
Christina Lake Municipal Solid Waste Transfer Station and Recycling Depot	834 Cascade Dump Rd.
Rock Creek Municipal Solid Waste Transfer Station and Recycling Depot	1610 Rock Creek Dump Rd.
Beaverdell Municipal Solid Waste Transfer Station <u>and Recycling Depot</u>	5300 Highway #33 (Beaverdell Dump Rd.)
Class 3 (8-4 facilities)	
Greenwood Recycling Depot	148 S. Government
Midway Recycling Depot / Midway recycling bin	7th and Cleghorn
Sidley Mountain Municipal Solid Waste Transfer Station	6429 Sidley Mountain Rd.
Mt. Baldy Municipal Solid Waste Transfer Station and Recycling Depot	Mt. Baldy Rd.
Christian Valley Municipal Solid Waste Transfer Station	7949 Christian Valley Rd.
Beaverdell Recycling Depot	5896 Highway 33
Idabel Lake Municipal Solid Waste Transfer Station and Recycling Depot	300 Idabel Lake Dr.
Big White Municipal Solid Waste Transfer Station and Recycling Depot	4500 Horsefly Rd. Big White

SCHEDULE "E" TO BYLAW NO. 16051719**SITE REGULATIONS**

PURPOSE: To ensure a safe and orderly environment for the staff and public at Solid Waste Management Facilities.

POLICY: These Site Regulations shall be observed by all persons while at a Solid Waste Management Facility.

PROCEDURES:**1. VEHICLES**

1.1 The Facility Attendant, Site Operator or Service Personnel may prevent a vehicle from entering a Solid Waste Management Facility or require a vehicle to leave a Solid Waste Management Facility if:

- (a) The vehicle's Load exceeds the permitted weight limits set out in the regulations passed pursuant to the *Motor Vehicle Act*, or the *Commercial Transport Act*; or
- (b) The vehicle exceeds the speed limits posted at a Solid Waste Management Facility; or
- (c) The load is poorly secured as to be dangerous or to create litter.

2. LOADS

2.1 Loads Uncovered or Unsecured shall be subject to a fee in accordance with Schedule "A" hereto. A cover shall be defined as a tarpaulin or other overlay that is used to confine the load to the vehicle. The following loads of Municipal Solid Waste do not require covers and are only accepted at Regional District Class 1 Facilities:

- (a) Rubble - within the confines of a truck box (tailgates closed).
- (b) Bulky Waste -strapped on flat beds or within the confines of a truck box.

2.2 Loads of Yard and Garden Waste shall not include plastic bags, plastic containers or wire or metal fasteners.

2.3 The Facility Attendant, Site Operator or Service Personnel shall be authorized to inspect all loads entering the Solid Waste Management Facility. Any person depositing waste material may be required to remove the load cover upon request for inspection.

2.4 All loads of Municipal Solid Waste entering a Solid Waste Management Facility will be assessed the highest applicable fee. Loads may be sorted on site and re-weighed (where a scale exists) in order to reduce the fees where applicable.

2.5 Any Person entering a Municipal Solid Waste Solid Waste Management Facility with a load not meeting the requirements in Sections 2.1 and/or 2.2 shall pay double (2 times)

the disposal fee required by Schedule "A" hereto and/or be subject to a fine associated with a ticketable offence (Section 11).

3. SOLID WASTE MANAGEMENT FACILITIES

- 3.1 The days and hours of operation of Solid Waste Management Facilities are to be established by Board resolution and may be amended by Board resolution when deemed necessary.
- 3.2 No Person while driving a vehicle at a Solid Waste Management Facility shall drive their vehicle on any part of the Municipal Solid Waste Solid Waste Management Facility other than on roads and areas designated by the Facility Attendant, Site Operator or Service Personnel.
- 3.2 No Person delivering Municipal Solid Waste or Recyclable Materials to a Solid Waste Management Facility shall Dispose of the Municipal Solid Waste or Recyclable Material except in such a place and in such a manner as directed by Facility Attendant, Site Operator or Service Personnel.
- 3.3 All Municipal Solid Waste Disposed of at a Solid Waste Management Facility shall become the property of the Regional District.
- 3.4 No Person shall remove or scavenge disposed of Municipal Solid Waste from a Solid Waste Management Facility except with prior written approval of the Manager.

4. SAFETY

- 4.1 Any Person entering a Solid Waste Management Facility does so at their own risk. The Regional District accepts no responsibility for damage or injury to property or Person.
- 4.2 Visitors are not permitted to smoke at Solid Waste Management Facilities.
- 4.3 Upon entering a Solid Waste Management Facility all Persons must check in with the Facility Attendant, Site Operator or Service Personnel.
- 4.4 Any Person delivering Municipal Solid Waste to a Solid Waste Management Facility shall discharge the waste in a manner that conforms to Worker's Compensation Board regulations.

5. GENERAL

- 5.1 These regulations are subject to change from time to time by the Regional District.
- 5.2 Any Person who contravenes these regulations fails to obey orders or directions given by the Regional District or contracted staff or fails to comply with the posted notices and signs at the Solid Waste Management Facility may be prohibited re-entry to the Solid Waste Management Facility.
- 5.3 No Person shall deposit Prohibited Waste at the Solid Waste Management Facility.

- 5.4 Controlled Waste may only be disposed of at a Solid Waste Management Facility in accordance with Schedule "B".
- 5.5 No person shall deposit Municipal Solid Waste at a Solid Waste Management Facility that does not originate from within the Regional District unless under contract with the Regional District.
- 5.6 No Person shall dispose of Municipal Solid Waste at a Solid Waste Management Facility nor enter any Solid Waste Management Facility at any time other than the designated hours of operation, except by approval of the Manager.
- 5.7 Recyclable Materials brought to a Solid Waste Management Facility in Small Loads will be accepted at no charge, unless:
 - (a) Such materials are specified in Schedule "A" of this Bylaw, in which case those charges will apply, or
 - (b) The Recyclable materials are listed as Prohibited Waste in Schedule "F" of this Bylaw.
- 5.8 No Person other than the Facility Attendant, Site Operator or Service Personnel or its Representative shall start any fires at any Solid Waste Management Facility.
- 5.9 No Person other than the Facility Attendant, Site Operator or Service Personnel or its Representative shall remove or alter any sign placed or erected at any Solid Waste Management Facility.
- 5.10 No Person other than the Facility Attendant, Site Operator or Service Personnel or its Representative shall discharge any firearm at any Solid Waste Management Facility.
- 5.11 Children under 13 and pets are not permitted at Solid Waste Management Facilities except when they are inside a vehicle. Children are permitted in ~~Reuse Buildings~~/Recycling Depots under the supervision of an adult.
- 5.12 No loitering is allowed at Solid Waste Management Facilities or at ~~Reuse Building~~/Recycling Depots. Vehicles must proceed directly to the Bin Area and then leave the Solid Waste Management Facility as soon as possible after unloading at the Bin Area.

SCHEDULE "F" TO BYLAW NO. 1605**PROHIBITED WASTE**

The following items are not accepted for Disposal at RDKB facilities:

- 1) Agricultural Waste
- 2) Antifreeze
- 3) Auto Hulks
- 4) Beverage containers
- 5) Biomedical Waste
- 6) CFC/HFC Appliances
- 7) Contaminated Soil *
- 8) Electronic Waste (E-Waste)
- 9) Fluorescent Tubes and Bulbs
- 10) Free Liquid
- 11) Gas Cylinders
- 12) Gasoline
- 13) Hazardous or Reactive Chemicals
- 14) Hazardous Waste
- 15) Ignitable Materials
- 16) Industrial Waste
- 17) Lead-acid Batteries
- 18) Metal
- 19) Loads containing materials that are smoldering or on fire
- 20) Out-of-Area Municipal Solid Waste
- 21) Paint Products
- 22) Pesticide Products
- 23) Petroleum By-products
- 24) Pharmaceutical Products
- 25) Product Stewardship Materials
- 26) Radioactive Waste
- 27) Rechargeable Batteries
- 28) Recyclable Materials
- 29) Sludge containing Free Liquids
- 30) Solvents and Flammable Liquids
- 31) Specified Risk Material
- 32) Tight-head barrels
- 33) Tires
- 34) Used Oil
- 35) Used Oil Containers
- 36) Used Oil Filters
- 37) Waste Sharps
- 38) Such other materials as are designated by the Manager from time to time to be inappropriate for Disposal at the Solid Waste Management Facility for environmental reasons or reasons related to the safe or efficient operation of the Solid Waste Management Facility.

* Except under RDKB Board approved under contaminated soil management contract provisions.

SCHEDULE “G” TO BYLAW NO. 1605

PRODUCT STEWARDSHIP DEPOT HOSTING CONDITIONS AND FEES

The Regional District of Kootenay Boundary shall comply with *Local Government Act* and ensure that local government facilities are not used to subsidize private business. A Product Stewardship Agency may apply to the Manager for approval to locate a Product Stewardship Depot at an RDKB Solid Waste Management Facility subject to the fees, terms and conditions contained herein. The RDKB at its sole discretion reserves the right to deny an application from a Product Stewardship Agency to host a Stewardship Depot for any reason.

1. CONDITIONS OF USE

- 1.1 There must be no direct or indirect costs to the RDKB resulting from hosting a Product stewardship Depot.
- 1.2 An application to host a Product Stewardship Depot must contain full details on space, infrastructure, equipment and labour requirements.
- 1.3 An application to host a Product Stewardship Depot must contain details on full indemnification to the RDKB for any liabilities that may arise through the operation of a Product Stewardship Depot.
- 1.4 An application to host a Product Stewardship Depot must contain details on insurance that the Product Stewardship Agency deems adequate for any liabilities that may arise through the operation of a Product Stewardship Depot.
- 1.5 Upon approval to site a Product Stewardship Depot at an RDKB Solid Waste Management Facility, a Product Stewardship Agency through the provision of appropriate insurance must fully indemnify and save harmless the RDKB from any liabilities That may arise through the operation of a Product Stewardship Depot.
- 1.6 The area required to host the Product Stewardship Depot will be determined by the Manager based on the application submitted by the Product Stewardship Agency.
- 1.7 All site preparation, infrastructure upgrades, buildings or structures, operational equipment, safety equipment, paving, utilities and any other changes to the RDKB Solid Waste Management Facility required to operate and maintain a Product Stewardship Depot shall be completed by, and at the sole cost to the Product Stewardship Agency.
- 1.8 All transportation, handling and tipping, receiving, processing or penalty fees for Product Stewardship Materials collected at a Product Stewardship Depot will be borne solely by the Product Stewardship Agency.
- 1.9 If the actual area required to host the Product Stewardship Depot exceeds the area indicated in the application the fees will be adjusted at the sole discretion of the Manager based on actual area used.

- 1.10 The area required to host the Product Stewardship Depot will include all areas that are used solely in the operation of the Product Stewardship Depot and include but are not limited to walkways, parking areas and loading/unloading areas.
- 1.11 Covered Areas are only available to host a Product Stewardship Depot if the RDKB has sufficient surplus Covered Area available and the RDKB will not construct additional Covered Area for the purpose of hosting a Product Stewardship Depot.
- 1.11 In the instance where a Product Stewardship Depot requires covered and uncovered areas, both covered area and uncovered area fees will be levied.
- 1.12 The RDKB in its sole discretion will determine the minimum value of insurance required to be provided by a Product Stewardship Agency to protect the RDKB against any liabilities that may arise through the operation of a Product Stewardship Depot in each instance.
- 1.13 Fees and charges contained herein must be paid within thirty (30) days of the first day of each month for the preceding month's rent, labour and any other costs related to the operation of a Product Stewardship Depot.
- 1.14 The RDKB Board in its sole discretion may change any or all fees contained herein and may cancel any agreement to host a Product Stewardship Depot.

2. FEES AND CHARGES

2.1 Monthly Rental:

At the discretion of the Manager, the following monthly rental rates shall apply to Product Stewardship Agencies for siting Product Stewardship Depots at RDKB Facilities and are based on the area required to operate the Product Stewardship Depot.

Class 1 Facility:

Uncovered Area up to 200m ²	\$500 per month
Covered Area up to 200 m ²	\$2000 per month
Uncovered Area greater than 200m ² but less than 300m ²	\$1000 per month
Covered Area greater than 200m ² but less than 300m ²	\$4000 per month
Area greater than 300m ²	per the determination of the RDKB

Class 2 Facility:

Uncovered Area up to 200m ²	\$200 per month
Covered Area up to 200m ²	\$800 per month
Uncovered Area greater than 200m ² but less than 300m ²	\$500 per month
Covered Area greater than 200m ² but less than 300m ²	\$1500 per month
Area greater than 300m ²	per the determination of the RDKB

Class 3 Facility:

No Product Stewardship Depots will be sited at Class 3 Facilities

2.2 Additional Cost Charges

Labour	\$30 per hour
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SCHEDULE "H" TO BYLAW NO. 1605

ADDITIONAL SURCHARGES AND CONDITIONS OF PAYMENT

1. SURCHARGES

- 1.1 A surcharge of \$50 must be paid to the Regional District if a person disposes solid waste in an undesignated area.
- 1.2 A surcharge of \$25 must be paid to the Regional District for a cheque returned for non-sufficient funds.
- 1.3 A surcharge of \$25 must to be paid to the Regional District if a person fails to weigh out of a scaled facility and the Regional District must subsequently obtain vehicle tare weight and ownership information for subsequent billing. The registered tare weight of the vehicle will be subtracted from the scaled gross weight and the designated tipping fee will be allocated to the difference and will be invoiced to the registered vehicle owner in addition to the \$25 surcharge.
- 1.4 A surcharge of \$25 must be paid to the Regional District if a person fails to pay the required tipping fee in full and the Regional District must subsequently bill the person for the outstanding tipping fee or balance of the tipping fee.

2. GENERAL

- 2.1 Where a dollar amount per tonne is indicated, it is to be interpreted as allowing a proportionate charge for a portion of a tonne in 10 kg. increments.
- 2.1 In the event that the weigh scales provided at a refuse disposal facility are not operational, volume pricing will apply.
- 2.3 The RDKB shall make policy which sets out terms and conditions of payment for fees, charges and penalties described in this Bylaw.
- 2.4 The RDKB may refuse to grant credit to a firm or individual based on an assessment by the Manger and/or the ~~Treasurer~~General Manager of Finance.
- 2.5 The RDKB may immediately and indefinitely suspend user privilege to any firm or individual because of non-payment.
- 2.6 Accounts which are deemed to be in arrears by the ~~Director~~General Manager of Finance may be subject to interest charges as defined by RDKB policy.
- 2.7 All Persons will be presented with a receipt for cash, credit and account transactions.

SCHEDULE "I" TO BYLAW NO. 1605**MUNICIPAL TICKET INFORMATION VIOLATIONS****1. Depositing Materials in Undesignated Areas**

- 1.1 Any Person who deposits Recyclable Materials indicated as permitted at a Class 3 Facility as per Schedule "C" anywhere other than within the bins provided including on the ground or walkways is guilty of Depositing Materials in Undesignated Areas and is subject to the following fines:

First Offence	\$50.00
Second Offence	\$100.00
Third and subsequent offences	\$200.00

- 1.2 Any Person who deposits any materials at a Solid Waste Management Facility other than as directed by the Facility Attendant, Site Operator or Service Personnel or any on-site signage directs including areas on the perimeter of the Solid Waste Facility is guilty of Depositing Materials in Undesignated Areas and is subject to the following fines:

First Offence	\$50.00
Second Offence	\$100.00
Third and subsequent offences	\$200.00

2. Illegal Dumping

- 2.1 Any Person who deposits any materials in the recycling bins, on the ground or on the walkways at a Class 3 Facility other than those Recyclable Materials indicated as permitted at a Class 3 Facility as per Schedule "C" contained hereto is Guilty of Illegal Dumping and is subject to the following fines:

First Offence	\$100.00
Second Offence	\$200.00
Third and subsequent offences	\$500.00

- 2.2 Any Person who deposits Prohibited Waste at a Solid Waste Management Facility is guilty of Illegal Dumping and subject to the following fines:

First Offence	\$100.00
Second Offence	\$200.00
Third and subsequent offences	\$500.00

- 2.3 Any Person who deposits Controlled Waste at a Solid Waste Management Facility except as permitted in Schedule "B" contained hereto is guilty of Illegal Dumping and subject to the following fines:

First Offence	\$100.00
Second Offence	\$200.00
Third and subsequent offences	\$500.00

3. Unauthorized Removal of Materials

- 3.1 Any Person who removes any materials from a Solid Waste Management Facility without the express written approval of the Manager is guilty of Unauthorized Removal of Materials and is subject to the following fines:

First Offence	\$100.00
Second Offence	\$200.00
Third and subsequent offences	\$500.00

4. Vandalism and Trespassing

- 4.1 Any Person who willfully damages RDKB property at Solid Waste Management Facility including but not limited to damage to gates and fencing and lighting fires is guilty of Vandalism and is subject to the following fines:

First Offence	\$500.00
Second Offence	\$1000.00
Third and subsequent offences	\$2000.00

- 4.2 Any Person who enters a Solid Waste Management Facility at any time other than the hours that the Solid Waste Management Facility is open to the public as dictated by RDKB policy, signage at the Solid Waste Management Facility or verbal instructions given by the Facility Attendant, Site Operator or Service Personnel is guilty of Trespass and is subject to the following fines:

First Offence	\$500.00
Second Offence	\$1000.00
Third and subsequent offences	\$2000.00

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

BYLAW NO. 1719

A Bylaw to regulate and set fees for the use of Solid Waste Management Facilities in the Regional District of Kootenay Boundary.

WHEREAS a service has been established by the “Regional District of Kootenay Boundary Waste Management Local Service Area Establishment Bylaw No. 1090, 1999”;

AND WHEREAS it is deemed desirable to establish and impose charges for the use of refuse disposal sites operated by the Regional District of Kootenay Boundary and to regulate by bylaw the use of the various waste management facilities operated by the Regional District of Kootenay Boundary in keeping with the direction provided by the Regional Solid Waste Management Plan, and to provide for the enforcement of this bylaw;

AND WHEREAS the Solid Waste Management Plan of the Regional District of Kootenay Boundary, approved by the Minister of Environment, in 2006, sets policies and programs for the management of solid waste in the Regional District;

NOW THEREFORE the Regional District of Kootenay Boundary in open meeting assembled, enacts as follows:

1. **APPLICATION**

- 1.1 This Bylaw shall apply to all Solid Waste Management Facilities operated by the Regional District of Kootenay Boundary.

2. **DEFINITIONS AND SCHEDULES**

- 2.1 In this Bylaw, unless the context otherwise requires:

“Agricultural Waste” means materials originating on a farm including but not limited to dead animals, slaughter waste, waste from crops, spoiled crops, manure and large quantities of film plastics used in agricultural operations.

“Active Face” means that area of the disposal facility where active landfilling of solid waste takes place.

“Antifreeze” means a liquid, such as ethylene glycol or alcohol that may be mixed with water and has been used as a radiator fluid, but does not contain lubricating oil or petroleum products that falls under the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations under the *Environmental Management Act*. Effective July 1, 2011, the antifreeze product category consists of automotive antifreeze and includes empty containers for this antifreeze.

“Asbestos - Friable” means any material containing asbestos that when dry, can be easily crumbled or pulverized to powder by hand due to its nature is very difficult to handle,

and therefore requires pre-approval by the Manager and may be subject to special handling fees as specified in Schedule "A". If a friable asbestos-containing material is damaged or disturbed, it presents an inhalation risk because asbestos fibres are more easily released into the air. Examples of friable asbestos include: acoustic ceilings and tiles, types of plasters, wallboard, joint compound and thermal insulation for water heaters and pipes. Content greater than 1% either at the time of manufacture, or as determined using a method specified in Section 40(1) of the provincial *Hazardous Waste Regulation* (B.C. Reg. 63/2009) and all amending regulations.

"Asbestos - Non-friable" means a non-friable asbestos product in which the asbestos fibres are bound or locked into the product matrix, so that the fibres are not readily released. Such a product would present a risk for fibre release only when it is subject to significant abrasion through activities such as sanding or cutting with electric power tools. Examples of non-friable asbestos products include vinyl asbestos floor tiles, acoustic ceiling tiles, and asbestos cement products.

"Ash & Soot" means the carbonaceous residue created by the thorough combustion of organic matter.

"Asphalt" means a petroleum by-product, mixed with gravel, crushed rock etc., used for paving roadways, driveways, parking areas etc.

"Auto Hulk" means a car, pickup truck or passenger van that is no longer used for transportation purposes and/or is not registered.

"Bag" means a container holding a volume up to 17 imperial gallon (77 litre) equivalents no larger than 26" x 36" (60 x 90 centimetres).

"Beverage Containers" means a product that falls under the 'Beverage Container' product category in the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

"Bin Area" means that area of the Solid Waste Management Facility that has been designated to receive Municipal Solid Waste or Recyclable Materials brought to the Solid Waste Management Facility in Small loads.

"Biomedical Waste" is defined in the Guidelines for the Management of Biomedical Wastes in Canada (Canadian Council of Ministers of the Environment, February 1992).

"Biosolids" means stabilized, dewatered, municipal sewage treatment plant sludge designated for disposal at a landfill.

"Bulky Waste" means Municipal Solid Waste that, due to its nature is very difficult to handle, and therefore requires pre-approval by the Manager and may be subject to special handling fees as specified in Schedule "A" hereto. Bulky Waste means items with a volume greater than 2m³ (71 ft.³) including but not limited to recreational vehicles, pre-fabricated homes, trailers, watercraft, Preserved Wood (greater than 1.25m (4 ft.) in length and 6" in diameter) and other articles that the Manager determines require special handling and Disposal technique.

"Bulk Load" means a load that exceeds 500 kg. (1102 lb.) net weight at scaled sites or 5m³ (177 ft.³) at volume based sites.

"Cell Phone" means a portable telephone that uses wireless cellular technology to send and receive phone signals, and further includes Cell Phone handsets, batteries and chargers.

"CFC Appliances" means refrigeration or heating appliances designed to operate with a coolant or refrigerant containing Chlorofluorocarbon (CFC).

"Class 1 Facility" means a staffed RDKB Solid Waste Management Facility so designated in Schedule "D" hereto.

"Class 2 Facility" means a staffed RDKB Solid Waste Management Facility so designated in Schedule "D" hereto.

"Class 3 Facility" means an unstaffed RDKB Solid Waste Management Facility so designated in Schedule "D" hereto.

"Clean Soil" means soil, sediment or fill material which does not contain the substances in quantities or concentrations greater than those specified in Schedule 7, Column IV of the Contaminated Sites Regulation of the Environmental Management Act and all subsequent amendments and additions.

"Clean Wood Waste" means clean, organic wood material including but not necessarily limited to kiln dried dimensional lumber such as wood pallets, demolition wood waste and Composite Wood Waste, which:

- (a) is free of Preserved Wood, rocks, metals (other than nails and screws), wire, fiberglass, Asphalt roofing material, and other non-wood materials; and
- (b) if it is more than 61 cm (2') in width or diameter at any point, is no more than 2.4 m (8') in length.

"Commercial Solid Waste" means any municipal solid waste produced by or originating from a trade or business premise. It includes municipal solid waste produced by, or originating from, institutional or governmental offices, as well as municipal solid waste produced by institutional administrative offices.

"Composite Wood Waste" means wood that has been manufactured into dimensional lumber using glue and/or adhesives, such as particleboard, oriented strand board, medium-density fiberboard (MDF), plywood etc.

"Concrete" means a hardened mixture of cement with sand, gravel and or rebar. Rebar projecting from cement cannot exceed 1 ft. in length.

"Condemned Foods" means any food or other edible matter that does not contain Free Liquids that have been deemed to be unfit for human consumption pursuant to the *Food Safety Act* and all amending regulations.

“Construction, Demolition and Renovation Waste” means mixed Municipal Solid Waste material resulting from the construction, demolition, renovation and repair of structures, roads, sidewalks and utilities. Waste may include, but is not limited to, Recyclable Materials, asphalt, bricks, Concrete (with rebar projecting greater than 1 ft. in length) and other masonry materials, roofing materials, soil, rock, wood, wood products, wall coverings, plaster, gypsum board or wallboard, plumbing fixtures, electrical fixtures, electrical wiring, electrical components containing no hazardous materials and insulation that does not contain asbestos.

“Contaminated Sites Regulation” means the Contaminated Sites Regulation, (B.C. Reg. 112/2010) enacted under the *Environmental Management Act* and all amending regulations.

“Contamination” or “Contaminated” means, the presence of another material in Source Separated Waste, which includes, but is not limited to: the commingling of different Recyclable Materials; the commingling of different Controlled Waste; or the commingling of Municipal Solid Waste and/or Recyclable Materials and/or Controlled Waste and/or Prohibited Waste. Mixed Waste loads containing greater than 10% Recyclable Materials will be deemed to be contaminated and subject to additional user fees.

“Contaminated Soil” means soil or sediment or fill material containing substances in quantities or concentrations greater than those specified in Schedule 7, Column II of the *Contaminated Sites Regulation* (B.C. Reg. 112/2010) and all amending regulations, but which is not a hazardous waste under the Hazardous Waste Regulation. Pre-approval by the Manager is required and special handling fees may apply as specified in Schedule “A” hereto.

“Controlled Waste” means Source Separated Waste that is approved by the Manager for Disposal at a Solid Waste Management Facility but which, because of its inherent nature and quantity, may require special handling and storage techniques to avoid creating health hazards, nuisances or environmental pollution, as specified in Schedule “B” hereto. Special handling fees may apply as specified in Schedule “A” hereto.

“Controlled Waste Area” means an area of the Solid Waste Management Facility designated by the Manager for the disposal of Controlled Waste.

“Covered Area” means an area inside a Solid Waste Management Facility structure built and maintained by the RDKB.

“Covered/Secured Municipal Solid Waste” means a load of Municipal Solid Waste secured and covered on the vehicle by a tarpaulin or other overlays used to confine the load to the vehicle so that waste cannot blow off or fall off while in transit.

“Curbside Collection Area” means the residences designated by the Manager as those which will receive collection service as determined by the Manager in accordance with the Solid Waste Management Plan.

“Dead Animals and Parts” means any deceased pets, wildlife remains or offal thereof, including: bones, feathers, skin, blood and hair but are not a Specified Risk Material.

“Disposal” means the placement of Municipal Solid Waste into the landfill.

"Dusty Material" means material that can become airborne when being deposited or managed at the Solid Waste Management Facility and subsequently pose a health risk or impair visibility. Examples include but are not limited to sawdust, foundry dust and Ash & Soot.

"Electronic Waste" means a product that falls under the 'Electronics and Electrical' products category in the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations under the *Environmental Management Act*.

"Environmental Management Act" means the *Environmental Management Act* (B.C. 2003 c53) and all subsequent and future amendments and all amending regulations.

"Facility" means a facility designated by the RDKB as a collection, processing or disposal site for Solid Waste.

"Facility Attendant" means any RDKB employee at a Solid Waste Management Facility.

"Facility Class" means the Solid Waste Management Facility Class designation specified in Schedule "D" hereto.

"Fluorescent Tubes and Bulbs" means straight fluorescent lamps (various lengths); u-tubes and compact fluorescents; and mercury, high-pressure and sodium vapour lamps that fall under the 'Electronics and Electrical' products category in the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

"Food Processing Waste" means food residues produced during agricultural, commercial and institutional operations. Waste must be double bagged and cannot contain Dead Animals and Parts. Quantities in excess of 2m³ (71 ft³) are subject to specifications as outlined in Schedule "B" hereto. Special handling fees may apply as specified in Schedule "A" hereto.

"Free Liquid" means any portion of material that passes through and drops from a paint filter using the USEPA Method 9095A Paint Filter Liquids Test (within a 5 minute test period).

"Fuel Tank" means flammable liquid storage tanks and combustible liquid storage tanks that are drained and free of liquids. Shall not exceed 1000 litres (264 gallons) in capacity and must be either cut in half or have a whole cut in the tank that will allow the Facility Attendant to inspect the interior of the tank.

"Gas Cylinders" means a refillable or non-refillable metal container rated at a capacity of less than 46 kg. (101 lb.) which is used to contain compressed gases.

"Gasoline" means that which falls under the 'Gasoline' product category in the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

"Glass Containers" means all clear and coloured Glass Containers used to hold consumer products, but does NOT include: window glass, laminated glass, safety or

tempered glass, mirrored glass, automotive glass, fiberglass, plexiglass, light bulbs, fluorescent tubes, kitchenware, ceramics, or containers that have contained Hazardous Waste.

"Hazardous or Reactive Chemicals" means gaseous, liquid or Municipal Solid Waste that:

- a) is explosive, oxidizing or so unstable that it readily undergoes a violent change in the presence of air or water;
- b) generates toxic gases, vapours or fumes by itself or when mixed with water; or
- c) is polymerized in whole or in part by chemical action and causes damage by generating heat or increasing in volume.

"Hazardous Waste" means gaseous, liquid or Municipal Solid Waste that, because of its inherent nature and quantity, may require special handling and storage techniques to avoid creating health hazards, nuisances or environmental pollution. Hazardous Waste includes, but is not limited to: toxins, poisons, corrosives, irritants, strong sensitizers, flammables, Ignitables, infectious wastes, condemned foods, etc.

"Hazardous Waste Regulation" means the Hazardous Waste Regulation (B.C Reg. 63/2009) under the *Environmental Management Act* and all amending regulations.

"Ignitable" means having the properties of:

- a) flammable gas;
- b) flammable liquid; or
- c) flammable solids, substances liable to spontaneous combustion or substances that on contact with water emit flammable gases.

"Industrial Waste" means any waste originating from an industrial operation including, but not limited to: forestry, pulp and paper, mining, or fisheries.

"Infested Vegetation" means trees, shrubs, herbaceous plants or associated fruit that show the presence of Plant Disease, noxious insects, pathogens or related pests that have caused or are likely to cause significant damage to the trees, shrubs, herbaceous plants or associated fruit.

"Inspector" means any member of the Royal Canadian Mounted Police, City Police, Province of British Columbia Conservation office, the Regional District's Bylaw Enforcement Officer or his or her designate appointed from time to time by the Manager to administer and enforce this Bylaw.

"Labour" means all work carried out by RDKB employees in the operation of a Product Stewardship Depot and includes but is not limited to operational and safety training, customer service, information dissemination, loading and unloading Product Stewardship Materials and equipment, sorting materials, cleaning, sweeping, snow and ice removal, salting walkways and completion of reports and manifests.

"Land Clearing Waste" means wood, branches and stumps generated from land clearing activity.

"Landfill" means a location for final Disposal of Municipal Solid Waste on land regulated by the Ministry of Environment. Municipal Solid Waste is spread and compacted; cover soil or alternate is applied daily so that effects on the environment (including public health and safety) are minimized.

"Lead-acid Batteries" means a product that falls under the 'Lead-acid Battery' product category in the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations. Effective July 1, 2011, the Lead-Acid battery category consists of Lead-Acid batteries weighing more than 2 kg. (4.4 lb.), and includes, without limitation, Lead-Acid batteries for automobiles, motorcycles, recreation vehicles, marine vehicles and locomotives.

"Load" means Municipal Solid Waste which arrives at the refuse disposal facility in a vehicle.

"Major Appliance Recycling Roundtable" and/or **"MARR Program"** means materials that fall under Schedule 3 of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*, including but not limited to fridges, freezers, washers, dryers and other large appliances.

"Manager" means the General Manager of Environmental Services of the Regional District or his/her designate.

"Marketable Waste" means Recyclable Materials that can be managed through locally available recycling programs and for which a commercial market exists.

"Metal Containers" means any food or beverage container made of aluminum or tin-plated steel.

"Mixed Load" means a load combining two or more of the following wastes; Municipal Solid Waste, recyclable waste, yard & garden waste, or wood waste but does not include controlled waste or prohibited waste.

"Mixed Waste" means refuse generated by residential, commercial and institutional sources suitable for Disposal at a Solid Waste Management Facility but does NOT include Prohibited Waste.

"Mixed Waste Paper" includes but is not limited to: newspaper and inserts; office paper, including white and coloured ledger paper, computer paper, photocopy paper, writing pads, paperback books, hardcover books (cover removed), business forms, phone message notes, file folders, reports, envelopes, non-thermal fax paper, no carbon required (NCR) paper, calculator tape, 'post-it' type notes, business cards, and paper index cards; boxboard, including paper egg cartons, laundry and cereal boxes; junk mail; gift wrapping paper; packing paper; magazines; catalogues; calendars; directories; postcards; and shredded paper. Mixed Waste Paper does NOT include waxed paper fibre products; carbon paper; materials that are impregnated with blood, grease, oil, chemicals, or food residue; materials that have polyethylene, polystyrene, foil or other non-paper liners or attachments; and materials that are contaminated with a material that will render the Mixed Waste Paper non-marketable.

"Municipal Solid Waste" is material defined by the *Environmental Management Act* as:

- (a) Refuse that originates from residential, commercial, institutional, demolition, land clearing or construction sources, or
- (b) Refuse specified by a director to be included in a waste management plan.

“Noxious Weeds” means all weeds designated within the Provincial and Regional Noxious Weed lists of the Weed Control Regulation (B.C. Reg. 66/1985) and all amending regulations, and weeds that are classified by the Boundary Weed Management and Central Kootenay Invasive Plant Committees as priority species within the boundaries of the Regional District including, but not limited to: Annual Sowthistle (*Sonchus oleraceus*), Baby’s Breath (*Gypsophila paniculata*), Black Knapweed (*Centaurea nigra*), Black Locust (*Robinia pseudoacacia*), Blueweed (*Echium vulgare*), Bohemian Knotweed (*Fallopia x bohemica*), Bristly locust (*Robinia hispida*), Brown Knapweed (*Centaurea jacea*), Bull Thistle (*Cirsium vulgare*), Bur Chervil (*Anthriscus caucalis*), Burdock (*Arctium minus*), Canada Thistle (*Cirsium arvense*), Common Bugloss (*Anchusa officinalis*), Common Reed (*Phragmites australis* subspecies *australis*), Common Tansy (*Tanacetum vulgare*), Common Toadflax (*Linaria vulgaris*), Crupina (*Crupina vulgaris*), Dalmatian Toadflax (*Linaria dalmatica*), Diffuse Knapweed (*Centaurea diffusa*), Dodder (*Cuscuta* spp.), Downy Brome (*Bromus tectorum*), Eurasian Water-Milfoil (*Myriophyllum spicatum*), Field Scabious (*Knautia arvensis*), Flowering Rush (*Butomus umbellatus*), Fuller’s Teasel (*Dipsacus fullonum*), Garlic Mustard (*Alliaria petiolata*), Giant Hogweed (*Heracleum mantegazzianum*), Giant Knotweed (*Fallopia sachalinensis*), Giant Mannagrass/Reed Sweetgrass (*Glyceria maxima*), Gorse (*Ulex europaeus*), Hairy Cat’s Ear (*Hypochaeris radica*), Himalayan Blackberry (*Rubus discolor*), Himalayan Knotweed (*Polygonum polystachyum*), Hoary Alyssum (*Berteroa incana*), Hoary Cress (*Cardaria draba*), Hound’s-tongue (*Cynoglossum officinale*), Japanese Knotweed (*Fallopia japonica*), Jointed Goatgrass (*Aegilops cylindrical*), Leafy Spurge (*Euphorbia esula*), Marsh Thistle (*Cirsium palustre*), Meadow Knapweed (*Centurea pratensis*), Milk Thistle (*Silybum marianum*), Mouse-ear Hawkweed (*Hieracium pilosella*), Nodding Thistle (*Carduus nutans*), North Africa Grass (*Ventenata dubia*), Orange Hawkweed (*Hieracium aurantiacum*), Oxeye daisy (*Leucanthemum vulgare*), Perennial Pepperweed (*Lepidium latifolium*), Perennial Sowthistle (*Sonchus arvensis*), Plumeless Thistle (*Carduus acanthoides*), Policeman’s Helmet/Himalayan Balsam (*Impatiens glandulifera*), Purple Loosestrife (*Lythrum salicaria*), Purple Nutsedge (*Cyperus rotundus*), Queen Anne’s Lace (*Daucus carota*), Rush Skeltonweed (*Chondrilla juncea*), Russian Olive (*Elaeagnus angustifolia*), Russian Knapweed (*Acroptilon repens*), Salt Cedar (*Tamarix aphilla*), Scentless Chamomile (*Matricaria maritima*), Scotch Broom (*Cytisus scoparius*), Scotch Thistle (*Onopordum acanthium*), Siberian Elm (*Ulmus pumila*), Spotted Knapweed (*Centaurea biebersteinii*), St. John’s Wort (*Hypericum perforatum*), Sulphur Cinquefoil (*Potentilla recta*), Tansy Ragwort (*Senecio jacobaea*), Velvetleaf (*Abutilon theophrasti*), Wild Oats (*Avena fatua*), Wormwood (*Artemisia absinthium*), Yellow Bedstraw (*Galium verum*), Yellow Flag Iris (*Iris pseudocorus*), Yellow Hawkweed (*Hieracium* spp.), Yellow Nutsedge (*Cyperus esculentus*), Yellow Starthistle (*Centaurea solstitialis*), and Yellow Toadflax (*Linaria vulgaris*).

“Offense” means a contravention of this bylaw by a Person who does an act that this Bylaw forbids, or omits to do an act that this Bylaw requires to be done.

“Old Corrugated Cardboard (OCC)” means containers or materials used in containers consisting of three or more layers of kraft paper material and having smooth exterior liners and a corrugated or rippled core, but excluding containers which are impregnated with blood, grease, oil chemicals, food residue, wax; or have polyethylene, polystyrene, foil or

other non-paper liners; or are contaminated with a material which will render the corrugated cardboard non-marketable.

"Organic Waste" means any plant and/or animal matter, originating in commercial or residential sources which can be processed by composting to produce a useable soil amendment product.

"Out-of-area Municipal Solid Waste" means Loads, or a portion thereof, of Municipal Solid Waste that originates from outside the boundaries of the Regional District.

"Ozone Depleting Substance" means a substance defined as such in the Ozone Depleting Substances and other Halocarbons Regulation, (B.C. Reg. 387/99) under the *Environmental Management Act* and all amending regulations.

"Person" means an individual, a body corporate, a firm partnership, association or any other legal entity or an employee or agent thereof.

"Paint Products" means a product that falls under the 'Paint' product category of the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

"Pesticide Products" means that which falls under the 'Pesticides' product category of the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

"Petroleum By-Products" means used lubricating oil that is contaminated with any other products, and any fluid or liquid or sludge containing fuel or petroleum-based products.

"Pharmaceutical Products" means that which falls under the 'Pharmaceuticals' product category in the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

"Plant Disease" means a condition that exists in a plant or seed as the result of the action of virus, fungus, bacterium, or any other similar or allied organism and that injures or may injure the plant or any part thereof, and that may be spread to another plant or plants with economic, ornamental or aesthetic value, including, but not limited to Apple Scab (*Venturia inaequalis*), Anthracnose or Perennial Canker (*Cryptosporiopsis curvispora*; *C. perennans*), Bacterial Canker (*Pseudomonas syringae* pv. *syringae*; *P. syringae* pv. *morsprunorum*), Blister spot (*Pseudomonas syringae* pv. *papulans*), Brown Rot (*Monilinia fructicola*), Coryneum Blight (*Wilsonomyces carpophilus*), Crown Gall, Root Gall and Hairy Root (*Agrobacterium tumefaciens*), Crown Rot (*Phytophthora cactorum*), Cytospora Canker (*Leucostoma cincta*), European Canker (*Nectria galligena*), Fire Blight (*Erwinia amylovora*), Little Cherry Virus, Powdery Mildew (*Podosphaera leucotricha*; *P. clandestina*; *Sphaerotheca pannosa*), Peach Leaf Curl (*Taphrina deformans*), and Verticillium Wilt (*Verticillium dahliae*).

"Plastic Containers" means clean mixed plastics marked with a Society of Plastic Industries (SPI) code #1 - #7 accepted at Regional District Recycling Depots. Plastic Container acceptance varies by Sub-region as described in Schedule "C" hereto. This includes but is not limited to toiletry and cleaning containers, margarine and yogurt

containers, food and drink containers, and plastic milk jugs. Plastic Containers do NOT include Styrofoam, polystyrene items, or items that have contained Hazardous Waste.

“Preserved Wood” means wood waste previously treated with creosote or other chemical preservatives such as chromated copper arsenate (CCA), aromatic hydrocarbons (PAHs), and ammonium copper arsenate (ACA) to prevent rotting. This waste material is considered Controlled Waste.

“Product Stewardship Agency” means any individual, business, association, society or any combination thereof designated in a Stewardship Plan to manage any materials that fall under a product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“Product Stewardship Depot” means an area designated to receive materials that fall under a product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“Product Stewardship Materials” means materials that fall under a product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“Product Stewardship Plan” means a plan approved by the Minister of the Environment to manage materials that fall under a product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“Prohibited Waste” means gaseous, liquid or Municipal Solid Waste not accepted for Disposal at Solid Waste Management Facilities as specified in Schedule “F” hereto.

“Radioactive Material” means waste containing a prescribed substance as defined in the *Atomic Energy Control Act (Canada)* and all amending regulations in sufficient quantity or concentration to require a license for possession or use under that Act and regulations made under that Act.

“Rechargeable Batteries” means Nickel Cadmium (NiCd), Lithium Ion (Li-Ion), Nickel Metal Hydride (Ni-MH), or Small-Sealed Lead (Pb) batteries weighing no more than 5 kilograms (11 pounds) each.

“Recyclable Materials” means Marketable Wastes and Source Separated Wastes, substances or objects listed in Schedule “C” hereto.

“Recycling” means the practice of sorting, collecting and processing Marketable Waste for the purpose of creating new products and reducing the amount of Municipal Solid Waste being disposed of in Landfills.

“Recycling Area” means that area of the Solid Waste Management Facility that has been designated to receive Recyclable Materials.

“Recycling Depots” means any land or buildings leased owned and/or operated by the RDKB for receiving those materials listed in Part “C” of Schedule “C”.

"Recycling Regulation" means the Recycling Waste Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

"Regional Board" means the Board of the Regional District of Kootenay Boundary.

"Regional District (RDKB)" means the Regional District of Kootenay Boundary as described under the *Local Government Act* and all amending regulations.

"Reusable Products" means any household item that is in usable working condition. Reusable Products does not include Bulky Items or Product Stewardship Materials. All items are accepted or refused at the discretion of the Facility Attendant.

"Reuse Buildings/Depots" means any land or buildings leased, owned and/or operated by the Regional District for receiving Reusable Products.

"Rubble" means gravel, brick, Concrete, Asphalt, and rock or a mixture thereof.

"Scale Weight Check Only" means the use of a Solid Waste Management Facility scale for the sole purpose of determining the gross weight of a Vehicle or trailer, where no material is to be deposited at the Solid Waste Management Facility.

"Scrap Metal" means recyclable ferrous and non-ferrous metallic materials, including, but not limited to: sheet metal, siding, roofing, rebar, flashings, pipes, window frames, doors, furnaces, duct work, wire, cable (cut into 1.25m (4 ft.) lengths or on a spool), bathtubs, fuel tanks, fencing, bicycle frames, automotive body parts, machinery, garbage cans, metal furniture, tire rims, appliances and fixtures. Does not include CFC Appliances unless properly certified as having refrigerants professionally removed.

"Service Personnel" means any person employed by or having a contract with the RDKB for performing work at a Solid Waste Management Facility.

"Site Operator" means that person employed by or having a contract with the Regional District for caretaker or attendant duties at a Solid Waste Management Facility and includes an agent of the Site Operator authorized personnel pursuant to the said caretaker's contract.

"Site Regulations" means regulations as described in Schedule "E" hereto, which must be adhered to by any person using a Solid Waste Management Facility.

"Sludge" means semi-solid material for Disposal in a landfill that contains no Free Liquids.

"Small Load" means Municipal Solid Waste to be disposed of at Solid Waste Management Facility not exceeding 500 kg. (1102 lb.) net weight at scaled sites or 5m³ (177 ft.³) at volume based sites per open day per credit account holder, or per vehicle (if vehicle is not registered to a an RDKB credit account). Loads in excess of these quantities is considered a Bulk Load.

"Soil" means soil or sediment material containing substances in quantities or concentrations less than those specified in Schedule 7, Column II of the Contaminated Sites Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

“Solid Waste Management Facility” means a facility leased, owned and/or operated by the Regional District for which an ‘Operational Certificate’ or ‘Permit’ has been issued by the Ministry of Environment of the Province of British Columbia or a Transfer Station or Recycling Depot leased, owned and/or operated by the Regional District of Kootenay Boundary used for receiving Municipal Solid Waste or Recyclable Material described in Schedule “C” hereto.

“Solid Waste Management Plan” means the plan prepared for the management of Municipal Solid Waste within the Regional District pursuant to the *Environmental Management Act* and approved by the Minister of the Environment.

“Solvents and Flammable Liquids” means that which falls under the ‘Solvents and Flammable Liquids’ product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“Source-Separated Organic Waste” means all manner of pre-sorted organic material originating in businesses and residences. This does not include Pet Waste, Wood Waste, Construction & Demolition material or Yard & Garden Waste.

“Source-Separated Waste” means pre-sorted waste including, but not limited to: Controlled Waste, Yard and Garden Waste, Recyclable Material, Scrap Metal or Wood Waste which is separated into clearly distinguishable accumulations of different types of materials, substances, or objects belonging in the particular class of waste being disposed of.

“Specified Risk Material (SRM)” means Special Waste Material as defined by the Canadian Food Inspection Agency (CFIA). Specified Risk Material are tissues that, in BSE-infected cattle, have been shown to contain the infective agent and transmit the disease. The following tissues are defined in Canadian regulation as SRM: skull, brain, trigeminal ganglia (nerves attached to the brain), eyes, tonsils, spinal cord, and dorsal root ganglia (nerves attached to the spinal cord) of cattle aged 30 months or older, and the distal ileum (part of the small intestine) of cattle of all ages.

“Tight-head Barrels” means any metal container with a non-removable top but does NOT include barrels that have contained Hazardous Waste.

“Tire Products” means a product that falls under the ‘Tire’ product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“Transfer Station” means a Solid Waste Management Facility under the control of the Regional District for collecting Municipal Solid Waste in preparation for transportation to a Regional District Landfill.

“Treasurer” means the General Manager of Finance of the Regional District, or his or her designate.

“Tree Stumps” means that part of a plant, tree, or shrub that remains attached to the roots after the trunk is cut and may include non-organic materials such as rocks, sand and soil.

“Uncovered Area” means an area of bare land at a Solid Waste Management Facility that is improved by the Product Stewardship Agency for the purposes of operating a Product Stewardship Depot where improvements could include but not be limited to covered structures, paving or lighting.

“Undesignated Area” means any area in a Solid Waste Management Facility other than the area a Person is directed by the Facility Attendant, Site Operator or Service Personnel or any on-site signage directs a Person to deposit a Load.

“Unsecured Loads” means a load of Municipal Solid Waste which is not secured and covered on a vehicle so that there is nothing to prevent it from blowing or falling off while in transit, except for those items, permitted onto the Solid Waste Management Facility without covers, as outlined in Schedule “E” hereto.

“Used Oil” means that which falls under the ‘Lubricating Oil’ product category as defined in the Recycling Regulation (B.C. Reg. 112/2010) of the *Environmental Management Act* and all amending regulations.

“Used Oil Containers” means any plastic container, as defined under ‘Empty Oil Containers’ under the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*, with a capacity of less than 30 litres (8 gallons) that was manufactured to hold lubricating oil.

“Used Oil Filters” means that which falls under the ‘Oil Filters’ product category of the Recycling Regulation (B.C. Reg. 112/2010) and all amending regulations of the *Environmental Management Act*.

“USEPA Method 9095A Paint Filter Liquids Test” means the method designed by the Environmental Protection Agency (EPA) to determine the presence of Free Liquids in a representative sample of waste. A representative sample of waste is placed in a paint filter (Mesh number: 60+/- 5%). If any portion of the material passes through and drops from the filter (within a 5 minute test period) the material is deemed to contain free liquids.

“Vehicle” means a Vehicle as defined by the provincial *Motor Vehicle Act* and all amending regulations.

“Visitor” means a person who arrives at the Solid Waste Management Facility for purposes other than to Dispose of Municipal Solid Waste.

“Waste Sharps” means needles, syringes, blades or other materials capable of causing punctures or cuts, originating from residential, agricultural, institutional or commercial generators.

“Wood Waste” means clean, organic material including, but not necessarily limited to:

- Kiln dried dimensional lumber such as wood pallets, and demolition wood waste;
- Composite Wood Waste

Material must be free of Preserved Wood, rocks, metals (other than nails and screws), wire, fiberglass, asphalt roofing material, and other non-wood materials. Material that is chipped may qualify for a discount as per Schedule “A” hereto.

"Yard and Garden Waste" means biodegradable, organic materials, substances or objects including, but not limited to: grass, lawn and hedge clippings, flowers, weeds, leaves, vegetable material, shrubs, and shrub and tree branches less than 1 centimetre (0.4") in diameter, but does NOT include:

- Tree Stumps; Noxious Weeds;
- Plants or growing media that may have been identified by the Canadian Food Inspection Agency from time to time as infectious or potentially infectious and of which notice has been sent to the Regional District or publicized by the Canadian Food Inspection Agency; or
- Plant and tree material in municipal street sweepings;
- Rocks, sand and Soil;
- Bulk Loads of fruit or vegetable material.

2.2 The following schedules are hereby made and declared to be integral parts of this Bylaw:

Schedule "A"	User Fee Schedule
Schedule "B"	Controlled Waste
Schedule "C"	Recyclable Materials
Schedule "D"	Solid Waste Management Facilities Class
Schedule "E"	Site Regulations
Schedule "F"	Prohibited Waste
Schedule "G"	Product Stewardship Depot Hosting Conditions and Fees
Schedule "H"	Additional Surcharges and Conditions of Payment
Schedule "I"	Municipal Ticket Information Violations

3. CONDITIONS OF USE

The Regional District hereby authorizes the Facility Attendant, Site Operator or Service Personnel to enforce such rules governing the use of a Solid Waste Management Facility operated by the Site Operator and/or provide directions to users of the Solid Waste Management Facility which are consistent with this Bylaw and which are necessary or convenient for the efficient and lawful operation of the Solid Waste Management Facility.

- 3.1 Every person Disposing of Municipal Solid Waste at a Solid Waste Management Facility shall comply with and abide by all rules and directions of the Facility Attendant, Site Operator or Service Personnel, whether such rules or directions are in the form of signs or verbal instructions.
- 3.2 No person shall dispose of a waste at Solid Waste Management Facility in any location other than in location directed by the Facility Attendant, Site Operator or Service Personnel.
- 3.3 No person shall deposit refuse at a refuse disposal facility, nor enter any refuse disposal facility at any time other than the designated hours of operation, except by prior arrangement with the Manager or his or her designate.
- 3.4 Persons entering a Solid Waste Management Facility do so at their own risk. The Regional District accepts no responsibility (liability) for damage and/or injury to persons, property or vehicle.

- 3.5 Anyone who contravenes these regulations and/or fails to comply with the directions of the Facility Attendant, Site Operator or Service Personnel or with posted notices and signs on a Solid Waste Management Facility may be prohibited entry onto a Solid Waste Management Facility.
- 3.6 The Regional District hereby establishes and imposes the fees set out in Schedule "A" hereto and every person Disposing of Municipal Solid Waste at a Solid Waste Management Facility shall pay to the Regional District the applicable fees.
- 3.7 Any person who fails to pay fees imposed by this Bylaw may be prohibited entry onto a Solid Waste Management Facility and any accounts remaining unpaid on the 31st of December shall be sent to collections.
- 3.8 No person shall deposit Municipal Solid Waste at a Solid Waste Management Facility except in accordance with this Bylaw and the Site Regulations outlined in Schedule "E" hereto.

4. OFFENCES AND PENALTIES

- 4.1 No Person shall do any act or suffer or permit any act or thing to be done in contravention of this Bylaw.
- 4.2 Any Person who violates any of the provisions of this Bylaw will be guilty, upon summary conviction, of an offence under this Bylaw; and may be prohibited by the Manager from depositing Municipal Solid Waste at a Solid Waste Management Facility.
- 4.3 The penalties imposed under Schedule "A" shall be in addition to and not in substitution for any other penalty or remedy imposed by this Bylaw or any other statute, law or regulation.
- 4.4 A separate offence shall be deemed to be committed upon each day during and in which the contravention occurs or continues.
- 4.5 Every Person who contravenes any of the Site Regulations contained within this Bylaw shall be responsible for all costs associated with remediation of the Solid Waste Management Facility.
- 4.6 Any Person who contravenes this Bylaw and Site Regulations by doing any act which the Bylaw and Site Regulations forbid, or omits to do any act which this Bylaw and Site Regulations requires to be done, may be required, at the discretion of the Manager:
 - a) to pay double the applicable user fee for
 - Unsecured Loads;
 - Loads considered to be Contaminated, with the applicable user fee being determined as for the Municipal Solid Waste material included in the Load either with the highest charge as set out in Schedule "A", attached hereto, to pay for clean-up costs to remove and properly dispose of the Contamination identified in rejected Loads, or for clean-up costs to manage Loads of Municipal Solid Waste improperly disposed of at the Solid Waste Management Facility. Such costs would be in addition to those fees identified in Schedule "A" hereto;

- b) to pay 5 times the applicable user fee for Loads containing Recyclable Material.
- c) to pay for any damages or injury to Person or to property incurred by the Regional District as a result of a contravention of this Bylaw. Such costs would be in addition to those user fees identified in Schedule "A" hereto;
- d) to be prohibited from depositing Municipal Solid Waste at the Solid Waste Management Facility; and
- e) to be prohibited from entering or re-entering the Solid Waste Management Facility.

5. INSPECTIONS

An Inspector, Facility Attendant, Site Operator, Service Personnel or other Employee of the Regional District may inspect any or all loads entering or exiting the Solid Waste Management Facility for the purpose of determining compliance with this Bylaw.

6. SEVERABILITY

If any section, subsection or clause of this Bylaw is declared or held to be invalid by a Court of competent jurisdiction, then that invalid portion shall be severed and the remainder of this Bylaw shall be deemed to have been adopted without the invalid and severed section, subsection or clause.

7. PENALTIES

- 7.1 Any person who violates any provision of this Bylaw will be deemed to have committed an Offence and shall be liable upon summary conviction to the following penalties:
 - a) a minimum fine of \$50.00;
 - b) a maximum fine of \$10,000.00; and
 - c) a fine as dictated in Schedule 'I'
- 7.2 In the case of a continuing Offense, for each day that the Offense continues, either or both of:
 - a) a minimum fine under paragraph 9.1(a);
 - b) a maximum fine under paragraph 9.2(b).
- 7.3 In a prosecution of an Offense against a Regional District Bylaw, the justice or court may impose all or part of the penalties applicable in relation to the Offense, together with the costs of prosecution.
- 7.4 Nothing in this Bylaw shall limit the Regional District from pursuing any other remedy that would otherwise be available to the Regional District at law.
- 7.5 Penalties are subject to the conditions of the Regional District Municipal Ticketing Information Bylaw No.1151, 2001, as amended from time to time by the Regional District.

8. VIOLATION

8.1 Any Person who:

- a) causes or permits any act to be done in contravention or violation of any of the provisions of this Bylaw; or
- b) neglects or omits to do anything required under this Bylaw; or
- c) carries out, causes, or permits to be carried out any use, or construction in a manner prohibited by or contrary to any of the provisions of this Bylaw; or
- d) fails to comply with an order, direction or notice given under this Bylaw;

will be guilty, upon summary conviction, of an Offence under this Bylaw.

9. MUNICIPAL TICKET INFORMATION

9.1 A notice or form commonly called Municipal Ticket Information (MTI) having printed wording approved by the Manager, may be issued by an Inspector or a Bylaw Enforcement Officer to any Person alleged to have breached any provision of this Bylaw, and the said notice shall require payment to the Regional District in the amount specified in this Bylaw.

- a) an MTI shall be deemed to be sufficiently served if served personally on the Person named in the MTI;
- b) in lieu of prosecution, the Person named in the MTI may elect to voluntarily pay the specified penalty set out therein by making payment to the Regional District in the amount of the specified penalty;
- c) if the payment specified in the MTI is not paid in accordance with the terms of the ticket and in the time required by the ticket, the Regional District may commence prosecution against the Person named in the MTI for the alleged contravention of this Bylaw;
- d) except as otherwise provided in this Bylaw, a person who is guilty of an Offence under this Bylaw for which a penalty is not otherwise provided, is liable to a fine of not less than \$100.00 and not more than \$10,000.00.

10. REPEAL

The Waste Management Facilities Regulatory Bylaw No 1605, 2016, and all amendments thereto, is hereby repealed as of April 30, 2019.

11. EFFECTIVE DATE

This Bylaw comes into effect on May 1, 2019.

12. CITATION

This Bylaw may be cited for all purposes as the “**Regional District of Kootenay Boundary Solid Waste Management Facilities Regulatory Bylaw No. 1719, 2019**”.

READ A FIRST AND SECOND TIME this April 10, 2019.

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READ A THIRD TIME this April 10, 2019.

I, Theresa Lenardon, Manager of Corporate Administration, do hereby certify the foregoing to be a true and correct copy of Bylaw No. 1719, cited as "Regional District of Kootenay Boundary Solid Waste Management Facilities Regulatory Bylaw No. 1719, 2019" as read a third time by the Regional District of Kootenay Boundary Board of Directors this 10th day of April, 2019.

Manager of Corporate Administration/Corporate Officer

RECONSIDERED AND ADOPTED this April 10, 2019.

Chair

Manager of Corporate Administration

I, Theresa Lenardon, Director of Corporate Administration of the Regional District of Kootenay Boundary, do hereby certify that the foregoing this to be a true and correct copy of Bylaw No. 1719, cited as "Regional District of Kootenay Boundary Solid Waste Management Facilities Regulatory Bylaw No. 1719, 2019" as reconsidered and finally adopted this April 10, 2019.

Manager of Corporate Administration

SCHEDULE "A" TO BYLAW NO. 1719**WEIGHT BASED USER FEE SCHEDULE**

The following charges shall apply for the use of a Controlled Refuse Disposal Site where scales are operational.

Municipal Solid Waste (Commercial & Domestic) excluding Controlled Waste

Material	Unit charge	Units	Minimum charge
Mixed Waste	\$110.00	per tonne	\$10.00
Mixed Waste per Bag (3 bag limit)	\$4.00	per bag	\$4.00
Source Separated Organic Waste	\$40.00	per tonne	\$2.00
¹ Construction/Demolition/Land Clearing Waste	\$175.00	per tonne	\$8.75
¹ Tar & Gravel Roofing, Asphalt Shingles	\$60.00	per tonne	\$3.00
¹ Clean Soil	\$20.00	per tonne	\$1.00

Controlled Waste

Material	Unit charge	Units	Minimum charge
¹ Asbestos - Friable	\$175.00	per tonne	\$8.75
¹ Asbestos - Non-friable	\$110.00	per tonne	\$5.50
¹ Food Processing Waste	\$150.00	per tonne	\$7.50
^{1,2,3} Contaminated Soil (Metals)	\$10.00	per tonne	\$0.50
^{1,2,3} Contaminated Soil (Hydrocarbons)	\$7.50	per tonne	\$0.40
Gas Cylinders (15 pounds and over)	\$2.00	per cylinder	\$2.00
Gas Cylinders (under 15 pounds)	No Charge	-	-
¹ Sludge	\$12.00	per tonne	\$12.00
¹ Dead Animals and Parts	\$175.00	per tonne	\$20.00
Noxious Weeds/Infested Vegetation	No Charge	-	-

Recyclable Material

Material	Unit charge	Units	Min charge
Yard & Garden Waste	\$5.00	per load	\$5.00
Clean Wood Waste	\$50.00	per tonne	\$2.50
^{1,3} Appliances requiring Ozone Depleting Substance removal (excluding MARR Products)	\$20.00	per unit	\$20.00
^{1,3} Auto Hulks	\$15.00	per tonne	\$0.75
Scrap Metal (excluding MARR Products)	\$30.00	per tonne	\$3.00
¹ Rubble	\$50.00	per tonne	\$2.50
⁴ Product Stewardship Materials	No Charge	-	-

Charges Applicable to all Categories

Loads of Mixed or Controlled Waste containing Recyclable Materials
Uncovered or Unsecured Loads

Five Times Charge
Double Charge

Other Charges

Scale Weight Check Only

\$5.00 per use

¹ Only accepted at Class 1 Facilities ² Only accepted under contaminated soil management contract provisions

³ Not accepted at McKelvey Creek Landfill

⁴ Materials identified as Product Stewardship Materials where the facility is identified as a depot for that program

SCHEDULE "A" TO BYLAW NO. 1719**VOLUME BASED USER FEE SCHEDULE**

The following charges shall apply for the use of a Controlled Refuse Disposal Site where scales are not operational.

Municipal Solid Waste (Commercial & Domestic) excluding Controlled Waste

Material	Unit charge	Units	Minimum charge
Mixed Waste Per Bag (3 bag limit)	\$4.00	per bag	\$4.00
Mixed Waste (more than 3 bags)	\$17.50	per m ³	\$10.00
Source Separated Organic Waste	\$8.00	per m ³	\$2.00
¹ Construction/Demolition/Land Clearing Waste	\$45.00	per m ³	\$8.75
¹ Tar & Gravel Roofing, Asphalt Shingles	\$12.00	per m ³	\$3.00
Mattresses & Box Springs	\$5.00	each	\$5.00
¹ Clean Soil	\$13.00	per m ³	\$1.00

Controlled Waste

Material	Unit charge	Units	Minimum charge
¹ Asbestos - Friable	\$45.00	per m ³	\$8.75
¹ Asbestos - Non-friable	\$20.00	per m ³	\$5.50
¹ Food Processing Waste	\$50.00	per m ³	\$7.50
^{1,2,3} Contaminated Soil (Metals)	\$10.00	per tonne	\$0.50
^{1,2,3} Contaminated Soil (Hydrocarbons)	\$7.50	per tonne	\$0.40
Gas Cylinders (15 pounds and over)	\$2.00	per cylinder	\$2.00
Gas Cylinders (under 15 pounds)	No Charge	-	-
¹ Sludge	\$0.012	per litre	\$12.00
	\$0.054	per gallon	\$12.00
¹ Dead Animals and Parts	\$30.00	per m ³	\$20.00
Noxious Weeds/Infested Vegetation	No Charge	-	-

Recyclable Material

Material	Unit charge	Units	Minimum charge
Yard & Garden Waste	\$5.00	per load	\$5.00
Clean Wood Waste	\$10.00	per m ³	\$2.50
^{1,3} Appliances requiring Ozone Depleting Substance removal (excluding MARR Products)	\$20.00	per unit	\$20.00
^{1,3} Auto Hulks	\$50.00	per unit	\$50.00
Scrap Metal (excluding MARR Products)	\$10.00	per m ³	\$3.00
¹ Rubble	\$75.00	per m ³	\$2.50
⁴ Product Stewardship Materials	No Charge		

Charges Applicable to all Categories

Loads of Mixed or Controlled Waste containing Recyclable Materials
Uncovered or Unsecured Loads

Five Times Charge
Double Charge

¹ Only accepted at Class 1 Facilities

² Only accepted under contaminated soil management contract provisions

³ Not accepted at McKelvey Creek Landfill

⁴ Materials identified as Product Stewardship Materials where the facility is identified as a depot for that program

SCHEDULE “B” TO BYLAW NO. 1719**CONTROLLED WASTE**

Material Type	Specifications/Restrictions	Accepted for Disposal at:
Animal feces	(1)	Class 1 and 2 Facilities
Asbestos- Friable	(1)(2)(3)(4)	Class 1 Facilities
Asbestos- Non friable	(3)	Class 1 and 2 Facilities
Ash & Soot	(1)	Class 1 Facilities
Biosolids	(3)	Class 1 Facilities
Bulk Load	(8)	Class 1 Facilities
Bulky Waste	(3)(4)(6)	Class 1 Facilities
Concrete	N/A	Class 1 Facilities
Condemned Foods	(1)	Class 1 Facilities
Contaminated Soil	(2) (3) (5) (9)	Class 1 Facilities
Preserved Wood	(3)	Class 1 and 2 Facilities
Dead Animals and Parts	(3)(4)	Class 1 Facilities
Dusty Material	(1)	Class 1 Facilities
Food Processing Waste	(3)	Class 1 Facilities
Fuel Tanks	(3) (7)	Class 1 and 2 Facilities
Gas Cylinders	(3) (7)	Class 1 and 2 Facilities
Infested Vegetation	(1)	Class 1 and 2 Facilities
Noxious Weeds	(1)	Class 1 and 2 Facilities
Rubble	N/A	Class 1 Facilities
Sludge	(4)	Class 1 Facilities
Soil (Commercial & Residential) Load size >1m ³	(3)(5)	Class 1 Facilities
Tree Stumps	N/A	Class 1 and 2 Facilities

Specifications & Restrictions

- 1) Material must be contained in a double bag system.
- 2) Material must be manifested or documented as required by the Regional District and by the British Columbia Ministry of Environment.
- 3) Forty-eight (48) hours advance notice must be given to the Regional District prior to disposal. *The Manager may at his/her discretion permit the Disposal of Controlled Waste without forty-eight (48) hours notice.*
- 4) Materials must be disposed of a minimum of 2 hours before delivery to the designated Solid Waste Management Facility.
- 5) Material must meet criteria and follow protocol in RDKB Policy Manual.
- 6) Special handling fees may apply.
- 7) Must be cut open so that the Facility Attendant, Site Operator or Service Personnel can inspect for liquids.
- 8) May be accepted at Transfer Stations at discretion of the Manager with advance notice.
- 9) Only accepted at Class 1 Facilities under contaminated soil management contract provisions.

SCHEDULE "C" TO BYLAW NO. 1719**RECYCLABLE MATERIALS**

- a) Recyclable Materials accepted at RDKB Solid Waste Management Facilities

Landfills and Transfer Stations (Class 1 and 2 Facilities) Only:

1. Scrap Metal
2. Wood Waste
3. Yard and Garden Waste
4. Gas Cylinders
5. Rubble

- b) Product Stewardship Materials

These materials may be accepted at select facilities where a partnership with Product Stewardship Program exists.

1. Gasoline
2. Lead-Acid Batteries
3. Paint Products
4. Pesticide Products
5. Solvents and Flammable Liquids
6. Major Appliances (MARR Products)
7. Printed Paper, Packaging and Glass

- c) Recycling Depots and Recycling Area (Class 3 Facilities):

1. Corrugated Cardboard
2. Metal Containers
3. Mixed Waste Paper
4. Newspaper
5. Plastic Containers

SCHEDULE "D" TO BYLAW NO. 1719**SOLID WASTE MANAGEMENT FACILITIES CLASS**

Class 1 (3 facilities)	Address/Location
McKelvey Creek Municipal Solid Waste Landfill and Recycling Depot	1900 Highway 3B - Trail
Grand Forks Municipal Solid Waste Landfill and Recycling Depot	8798 Granby Rd. – Grand Forks
West Boundary Municipal Solid Waste Landfill and Recycling Depot	2050 Motherlode Road - Greenwood
Class 2 (3 facilities)	
Christina Lake Municipal Solid Waste Transfer Station and Recycling Depot	834 Cascade Dump Rd.
Rock Creek Municipal Solid Waste Transfer Station and Recycling Depot	1610 Rock Creek Dump Rd.
Beaverdell Municipal Solid Waste Transfer Station and Recycling Depot	5300 Highway #33 (Beaverdell Dump Rd.)
Class 3 (4 facilities)	
Mt. Baldy Municipal Solid Waste Transfer Station and Recycling Depot	Mt. Baldy Rd.
Christian Valley Municipal Solid Waste Transfer Station	7949 Christian Valley Rd.
Idabel Lake Municipal Solid Waste Transfer Station and Recycling Depot	300 Idabel Lake Dr.
Big White Municipal Solid Waste Transfer Station and Recycling Depot	4500 Horsefly Rd. Big White

SCHEDULE "E" TO BYLAW NO. 1719

SITE REGULATIONS

PURPOSE: To ensure a safe and orderly environment for the staff and public at Solid Waste Management Facilities.

POLICY: These Site Regulations shall be observed by all persons while at a Solid Waste Management Facility.

PROCEDURES:

1. VEHICLES

1.1 The Facility Attendant, Site Operator or Service Personnel may prevent a vehicle from entering a Solid Waste Management Facility or require a vehicle to leave a Solid Waste Management Facility if:

- (a) The vehicle's Load exceeds the permitted weight limits set out in the regulations passed pursuant to the *Motor Vehicle Act*, or the *Commercial Transport Act*; or
- (b) The vehicle exceeds the speed limits posted at a Solid Waste Management Facility; or
- (c) The load is poorly secured as to be dangerous or to create litter.

2. LOADS

2.1 Loads Uncovered or Unsecured shall be subject to a fee in accordance with Schedule "A" hereto. A cover shall be defined as a tarpaulin or other overlay that is used to confine the load to the vehicle. The following loads of Municipal Solid Waste do not require covers and are only accepted at Regional District Class 1 Facilities:

- (a) Rubble - within the confines of a truck box (tailgates closed).
- (b) Bulky Waste -strapped on flat beds or within the confines of a truck box.

2.2 Loads of Yard and Garden Waste shall not include plastic bags, plastic containers or wire or metal fasteners.

2.3 The Facility Attendant, Site Operator or Service Personnel shall be authorized to inspect all loads entering the Solid Waste Management Facility. Any person depositing waste material may be required to remove the load cover upon request for inspection.

2.4 All loads of Municipal Solid Waste entering a Solid Waste Management Facility will be assessed the highest applicable fee. Loads may be sorted on site and re-weighed (where a scale exists) in order to reduce the fees where applicable.

2.5 Any Person entering a Municipal Solid Waste Solid Waste Management Facility with a load not meeting the requirements in Sections 2.1 and/or 2.2 shall pay double (2 times)

the disposal fee required by Schedule "A" hereto and/or be subject to a fine associated with a ticketable offence (Section 11).

3. SOLID WASTE MANAGEMENT FACILITIES

- 3.1 The days and hours of operation of Solid Waste Management Facilities are to be established by Board resolution and may be amended by Board resolution when deemed necessary.
- 3.2 No Person while driving a vehicle at a Solid Waste Management Facility shall drive their vehicle on any part of the Municipal Solid Waste Solid Waste Management Facility other than on roads and areas designated by the Facility Attendant, Site Operator or Service Personnel.
- 3.2 No Person delivering Municipal Solid Waste or Recyclable Materials to a Solid Waste Management Facility shall Dispose of the Municipal Solid Waste or Recyclable Material except in such a place and in such a manner as directed by Facility Attendant, Site Operator or Service Personnel.
- 3.3 All Municipal Solid Waste Disposed of at a Solid Waste Management Facility shall become the property of the Regional District.
- 3.4 No Person shall remove or scavenge disposed of Municipal Solid Waste from a Solid Waste Management Facility except with prior written approval of the Manager.

4. SAFETY

- 4.1 Any Person entering a Solid Waste Management Facility does so at their own risk. The Regional District accepts no responsibility for damage or injury to property or Person.
- 4.2 Visitors are not permitted to smoke at Solid Waste Management Facilities.
- 4.3 Upon entering a Solid Waste Management Facility all Persons must check in with the Facility Attendant, Site Operator or Service Personnel.
- 4.4 Any Person delivering Municipal Solid Waste to a Solid Waste Management Facility shall discharge the waste in a manner that conforms to Worker's Compensation Board regulations.

5. GENERAL

- 5.1 These regulations are subject to change from time to time by the Regional District.
- 5.2 Any Person who contravenes these regulations fails to obey orders or directions given by the Regional District or contracted staff or fails to comply with the posted notices and signs at the Solid Waste Management Facility may be prohibited re-entry to the Solid Waste Management Facility.
- 5.3 No Person shall deposit Prohibited Waste at the Solid Waste Management Facility.

- 5.4 Controlled Waste may only be disposed of at a Solid Waste Management Facility in accordance with Schedule "B".
- 5.5 No person shall deposit Municipal Solid Waste at a Solid Waste Management Facility that does not originate from within the Regional District unless under contract with the Regional District.
- 5.6 No Person shall dispose of Municipal Solid Waste at a Solid Waste Management Facility nor enter any Solid Waste Management Facility at any time other than the designated hours of operation, except by approval of the Manager.
- 5.7 Recyclable Materials brought to a Solid Waste Management Facility in Small Loads will be accepted at no charge, unless:
 - (a) Such materials are specified in Schedule "A" of this Bylaw, in which case those charges will apply, or
 - (b) The Recyclable materials are listed as Prohibited Waste in Schedule "F" of this Bylaw.
- 5.8 No Person other than the Facility Attendant, Site Operator or Service Personnel or its Representative shall start any fires at any Solid Waste Management Facility.
- 5.9 No Person other than the Facility Attendant, Site Operator or Service Personnel or its Representative shall remove or alter any sign placed or erected at any Solid Waste Management Facility.
- 5.10 No Person other than the Facility Attendant, Site Operator or Service Personnel or its Representative shall discharge any firearm at any Solid Waste Management Facility.
- 5.11 Children under 13 and pets are not permitted at Solid Waste Management Facilities except when they are inside a vehicle. Children are permitted in Recycling Depots under the supervision of an adult.
- 5.12 No loitering is allowed at Solid Waste Management Facilities or at Recycling Depots. Vehicles must proceed directly to the Bin Area and then leave the Solid Waste Management Facility as soon as possible after unloading at the Bin Area.

SCHEDULE "F" TO BYLAW NO. 1605**PROHIBITED WASTE**

The following items are not accepted for Disposal at RDKB facilities:

- 1) Agricultural Waste
- 2) Antifreeze
- 3) Auto Hulks
- 4) Beverage containers
- 5) Biomedical Waste
- 6) CFC/HFC Appliances
- 7) Contaminated Soil *
- 8) Electronic Waste (E-Waste)
- 9) Fluorescent Tubes and Bulbs
- 10) Free Liquid
- 11) Gas Cylinders
- 12) Gasoline
- 13) Hazardous or Reactive Chemicals
- 14) Hazardous Waste
- 15) Ignitable Materials
- 16) Industrial Waste
- 17) Lead-acid Batteries
- 18) Metal
- 19) Loads containing materials that are smoldering or on fire
- 20) Out-of-Area Municipal Solid Waste
- 21) Paint Products
- 22) Pesticide Products
- 23) Petroleum By-products
- 24) Pharmaceutical Products
- 25) Product Stewardship Materials
- 26) Radioactive Waste
- 27) Rechargeable Batteries
- 28) Recyclable Materials
- 29) Sludge containing Free Liquids
- 30) Solvents and Flammable Liquids
- 31) Specified Risk Material
- 32) Tight-head barrels
- 33) Tires
- 34) Used Oil
- 35) Used Oil Containers
- 36) Used Oil Filters
- 37) Waste Sharps
- 38) Such other materials as are designated by the Manager from time to time to be inappropriate for Disposal at the Solid Waste Management Facility for environmental reasons or reasons related to the safe or efficient operation of the Solid Waste Management Facility.

* Except under RDKB Board approved under contaminated soil management contract provisions.

SCHEDULE “G” TO BYLAW NO. 1605

PRODUCT STEWARDSHIP DEPOT HOSTING CONDITIONS AND FEES

The Regional District of Kootenay Boundary shall comply with *Local Government Act* and ensure that local government facilities are not used to subsidize private business. A Product Stewardship Agency may apply to the Manager for approval to locate a Product Stewardship Depot at an RDKB Solid Waste Management Facility subject to the fees, terms and conditions contained herein. The RDKB at its sole discretion reserves the right to deny an application from a Product Stewardship Agency to host a Stewardship Depot for any reason.

1. CONDITIONS OF USE

- 1.1 There must be no direct or indirect costs to the RDKB resulting from hosting a Product stewardship Depot.
- 1.2 An application to host a Product Stewardship Depot must contain full details on space, infrastructure, equipment and labour requirements.
- 1.3 An application to host a Product Stewardship Depot must contain details on full indemnification to the RDKB for any liabilities that may arise through the operation of a Product Stewardship Depot.
- 1.4 An application to host a Product Stewardship Depot must contain details on insurance that the Product Stewardship Agency deems adequate for any liabilities that may arise through the operation of a Product Stewardship Depot.
- 1.5 Upon approval to site a Product Stewardship Depot at an RDKB Solid Waste Management Facility, a Product Stewardship Agency through the provision of appropriate insurance must fully indemnify and save harmless the RDKB from any liabilities That may arise through the operation of a Product Stewardship Depot.
- 1.6 The area required to host the Product Stewardship Depot will be determined by the Manager based on the application submitted by the Product Stewardship Agency.
- 1.7 All site preparation, infrastructure upgrades, buildings or structures, operational equipment, safety equipment, paving, utilities and any other changes to the RDKB Solid Waste Management Facility required to operate and maintain a Product Stewardship Depot shall be completed by, and at the sole cost to the Product Stewardship Agency.
- 1.8 All transportation, handling and tipping, receiving, processing or penalty fees for Product Stewardship Materials collected at a Product Stewardship Depot will be borne solely by the Product Stewardship Agency.
- 1.9 If the actual area required to host the Product Stewardship Depot exceeds the area indicated in the application the fees will be adjusted at the sole discretion of the Manager based on actual area used.

- 1.10 The area required to host the Product Stewardship Depot will include all areas that are used solely in the operation of the Product Stewardship Depot and include but are not limited to walkways, parking areas and loading/unloading areas.
- 1.11 Covered Areas are only available to host a Product Stewardship Depot if the RDKB has sufficient surplus Covered Area available and the RDKB will not construct additional Covered Area for the purpose of hosting a Product Stewardship Depot.
- 1.11 In the instance where a Product Stewardship Depot requires covered and uncovered areas, both covered area and uncovered area fees will be levied.
- 1.12 The RDKB in its sole discretion will determine the minimum value of insurance required to be provided by a Product Stewardship Agency to protect the RDKB against any liabilities that may arise through the operation of a Product Stewardship Depot in each instance.
- 1.13 Fees and charges contained herein must be paid within thirty (30) days of the first day of each month for the preceding month's rent, labour and any other costs related to the operation of a Product Stewardship Depot.
- 1.14 The RDKB Board in its sole discretion may change any or all fees contained herein and may cancel any agreement to host a Product Stewardship Depot.

2. FEES AND CHARGES

2.1 Monthly Rental:

At the discretion of the Manager, the following monthly rental rates shall apply to Product Stewardship Agencies for siting Product Stewardship Depots at RDKB Facilities and are based on the area required to operate the Product Stewardship Depot.

Class 1 Facility:

Uncovered Area up to 200m ²	\$500 per month
Covered Area up to 200 m ²	\$2000 per month
Uncovered Area greater than 200m ² but less than 300m ²	\$1000 per month
Covered Area greater than 200m ² but less than 300m ²	\$4000 per month
Area greater than 300m ²	per the determination of the RDKB

Class 2 Facility:

Uncovered Area up to 200m ²	\$200 per month
Covered Area up to 200m ²	\$800 per month
Uncovered Area greater than 200m ² but less than 300m ²	\$500 per month
Covered Area greater than 200m ² but less than 300m ²	\$1500 per month
Area greater than 300m ²	per the determination of the RDKB

Class 3 Facility:

No Product Stewardship Depots will be sited at Class 3 Facilities

2.2 Additional Cost Charges

Labour	\$30 per hour
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SCHEDULE "H" TO BYLAW NO. 1605

ADDITIONAL SURCHARGES AND CONDITIONS OF PAYMENT

1. SURCHARGES

- 1.1 A surcharge of \$50 must be paid to the Regional District if a person disposes solid waste in an undesignated area.
- 1.2 A surcharge of \$25 must be paid to the Regional District for a cheque returned for non-sufficient funds.
- 1.3 A surcharge of \$25 must to be paid to the Regional District if a person fails to weigh out of a scaled facility and the Regional District must subsequently obtain vehicle tare weight and ownership information for subsequent billing. The registered tare weight of the vehicle will be subtracted from the scaled gross weight and the designated tipping fee will be allocated to the difference and will be invoiced to the registered vehicle owner in addition to the \$25 surcharge.
- 1.4 A surcharge of \$25 must be paid to the Regional District if a person fails to pay the required tipping fee in full and the Regional District must subsequently bill the person for the outstanding tipping fee or balance of the tipping fee.

2. GENERAL

- 2.1 Where a dollar amount per tonne is indicated, it is to be interpreted as allowing a proportionate charge for a portion of a tonne in 10 kg. increments.
- 2.1 In the event that the weigh scales provided at a refuse disposal facility are not operational, volume pricing will apply.
- 2.3 The RDKB shall make policy which sets out terms and conditions of payment for fees, charges and penalties described in this Bylaw.
- 2.4 The RDKB may refuse to grant credit to a firm or individual based on an assessment by the Manger and/or the General Manager of Finance.
- 2.5 The RDKB may immediately and indefinitely suspend user privilege to any firm or individual because of non-payment.
- 2.6 Accounts which are deemed to be in arrears by the General Manager of Finance may be subject to interest charges as defined by RDKB policy.
- 2.7 All Persons will be presented with a receipt for cash, credit and account transactions.

SCHEDULE "I" TO BYLAW NO. 1605**MUNICIPAL TICKET INFORMATION VIOLATIONS****1. Depositing Materials in Undesignated Areas**

- 1.1 Any Person who deposits Recyclable Materials indicated as permitted at a Class 3 Facility as per Schedule "C" anywhere other than within the bins provided including on the ground or walkways is guilty of Depositing Materials in Undesignated Areas and is subject to the following fines:

First Offence	\$50.00
Second Offence	\$100.00
Third and subsequent offences	\$200.00

- 1.2 Any Person who deposits any materials at a Solid Waste Management Facility other than as directed by the Facility Attendant, Site Operator or Service Personnel or any on-site signage directs including areas on the perimeter of the Solid Waste Facility is guilty of Depositing Materials in Undesignated Areas and is subject to the following fines:

First Offence	\$50.00
Second Offence	\$100.00
Third and subsequent offences	\$200.00

2. Illegal Dumping

- 2.1 Any Person who deposits any materials in the recycling bins, on the ground or on the walkways at a Class 3 Facility other than those Recyclable Materials indicated as permitted at a Class 3 Facility as per Schedule "C" contained hereto is Guilty of Illegal Dumping and is subject to the following fines:

First Offence	\$100.00
Second Offence	\$200.00
Third and subsequent offences	\$500.00

- 2.2 Any Person who deposits Prohibited Waste at a Solid Waste Management Facility is guilty of Illegal Dumping and subject to the following fines:

First Offence	\$100.00
Second Offence	\$200.00
Third and subsequent offences	\$500.00

- 2.3 Any Person who deposits Controlled Waste at a Solid Waste Management Facility except as permitted in Schedule "B" contained hereto is guilty of Illegal Dumping and subject to the following fines:

First Offence	\$100.00
Second Offence	\$200.00
Third and subsequent offences	\$500.00

3. Unauthorized Removal of Materials

- 3.1 Any Person who removes any materials from a Solid Waste Management Facility without the express written approval of the Manager is guilty of Unauthorized Removal of Materials and is subject to the following fines:

First Offence	\$100.00
Second Offence	\$200.00
Third and subsequent offences	\$500.00

4. Vandalism and Trespassing

- 4.1 Any Person who willfully damages RDKB property at Solid Waste Management Facility including but not limited to damage to gates and fencing and lighting fires is guilty of Vandalism and is subject to the following fines:

First Offence	\$500.00
Second Offence	\$1000.00
Third and subsequent offences	\$2000.00

- 4.2 Any Person who enters a Solid Waste Management Facility at any time other than the hours that the Solid Waste Management Facility is open to the public as dictated by RDKB policy, signage at the Solid Waste Management Facility or verbal instructions given by the Facility Attendant, Site Operator or Service Personnel is guilty of Trespass and is subject to the following fines:

First Offence	\$500.00
Second Offence	\$1000.00
Third and subsequent offences	\$2000.00